CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING

Tuesday, March 17, 2015

Meeting held at the City of Saratoga Springs City Offices

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

CITY COUNCIL AGENDA

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

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

- Call to Order.
- Roll Call.
- Invocation / Reverence.
- Pledge of Allegiance.
- Public Input - Time has been set aside for the public to express ideas, concerns, and comments. Please limit repetitive comments.
- Awards and Recognitions.
- Introduction of the Saratoga Springs Royalty.

POLICY ITEMS

1. Consent Calendar:
   a. Award of Contract for the Construction of Riverside and Market Street.
   b. Award of Bid for the Market Street and Riverside Road material testing services.
   c. Award of Bid for the Harbor Park secondary water well drilling.
   d. Resolution R15-7 (3-17-15): A Resolution of the City Council of the City of Saratoga Springs, Utah, regarding the Temporary Appointment of Justice Court Judges.
   e. Consideration and Possible Approval of Road Dedication Plats for Riverside and Market Street.
   f. Consideration and Possible Approval of Road Dedication Plat for The Village of Fox Hollow Neighborhood 6-1, 6-2, road.
   g. Consideration and Possible Approval to Amend the Bluffdale Police Department
      i. Resolution R15-11 (3-17-15): A Resolution of the City Council of the City of Saratoga Springs City, Utah adopting revisions to the Police Services Contract with Bluffdale City.
   h. Consideration and Possible Approval to Revise the City of Saratoga Springs Personnel Policies and Procedures Manual.
      i. Resolution R15-12 (3-17-15): A Resolution of the City of Saratoga Springs, Utah adopting a revision to the Personnel Policies and Procedures Manual and establishing an effective date.
   i. Consideration and Possible Approval for the support and appointment of the Chief of Police as a member of the Salt Lake Area Valley Police Alliance.
      i. Resolution R15-13 (3-17-15): A resolution supporting the Chief of Police as a member of the Salt Lake Area Valley Police Alliance.
   j. Minutes:
      i. March 3, 2015.
2. Public Hearing: Budget Amendments for Fiscal Year 2014-2015.
   a. Resolution R15-9 (3-17-15): A resolution amending the City of Saratoga Springs Budget for Fiscal Year 2014-2015 and establishing an effective date.
3. Public Hearing: Rezone, General Plan Amendment and Concept Plan for Utah Valley Turf Farm located southwest of Commerce Drive and Crossroads Boulevard, WPI Enterprises/Derek Lloyd, applicant.
   a. Ordinance 15-11 (3-17-15): An Ordinance of the City of Saratoga Springs, Utah adopting amendments to the City of Saratoga Springs' Official Zoning Map and General Plan Land Use Map for certain real property (Utah Turf Farm); instructing the City staff to amend the City's Zoning Map, Future Land Use Map and other Official Zoning Records of the City and establishing an effective date.
4. Consideration and Possible Approval for the Site Plan and Conditional Use for VASA Fitness located at 1523 North Redwood Road, Charlie Hammond, applicant.
5. 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 R15-10 (3-17-15): 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.
6. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, the deployment of security personnel, devices or systems or the 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.

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.

- 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: Mark T. Edwards
Subject: Market Street and Riverside Drive Road Project
Date: March 17, 2015
Type of Item: Award of Bid

Description:

A. Topic:

This item is for the approval to award a bid to the lowest bidder for the construction of Market Street and Riverside Drive.

B. Background:

The City Council approved the above mentioned road projects as part of the adopted 2014-15 budget document. The project costs are currently budgeted under GL account #'s 33-4000-738 and 31-4000-659 for Market Street and 33-4000-736, 31-4000-647 and 31-4000-659 for Riverside Drive. The City received 7 bids on March 5th, 2015 for the construction of the projects.

C. Analysis:

The project was broken down to two schedules, one for each road, along with a base bid and additive alternates which is a menu of improvements for each road. Market Street's two original alternates included a 1D Bank of conduits for the City's future fiber optic system and a sidewalk on both sides of the road. There were four original Alternate items associated with Riverside Drive, the 1D Bank, sidewalks, the 4th North storm pipe and roundabouts, sidewalk extensions for the roundabouts and extended costs for the 1D Bank. After examining the budget set aside for all the proposed elements of this road project, staff recommends that the sidewalks in Schedule A and B, the 4th North Channel Piping and the roundabout sidewalk extensions not be built. All other improvements are being recommended for construction.

In the event of unforeseen circumstances that could increase the construction costs, Staff recommends that another 5% of the total bid be set aside as contingency funding from the road impact fee fund..

Recommendation:

Staff recommends that the City Council approve the Award of Bid for the Construction of Market Street and Riverside Drive to Kilgore Construction in the amount of $6,966,544 including:

- Market Street base bid
- Market Street bid alt 2
- Riverside Drive base bid
- Riverside Drive bid alt 2
- Riverside Drive bid alt 3
- Riverside Drive bid alt 5.

Saratoga Springs Market Street and Riverside Drive
Final Bid Opening Results

	Kilgore	Hadco	Knife River	Geneva	Staker Parson	Granite	Condie
Market Street	$2,436,667.85	$2,446,837.60	$2,560,319.72	$2,662,891.00	$2,656,137.50	$2,785,706.75	$2,804,604.20
Bid Alt 1 (Walk)	$94,940.00	$95,761.00	$89,387.91	$87,780.00	$104,300.00	$97,960.00	$106,060.00
Bid Alt 2 (1D Bank)	$59,092.50	$27,229.05	$46,876.79	$25,805.00	$22,544.05	$49,940.00	$24,446.25
Total	**$2,590,700.35**	**$2,569,827.65**	**$2,696,584.42**	**$2,776,476.00**	**$2,782,981.55**	**$2,933,606.75**	**$2,935,110.45**
Total Selected	**$2,495,760.35**	**$2,474,066.65**	**$2,607,196.51**	**$2,688,696.00**	**$2,678,681.55**	**$2,835,646.75**	**$2,829,050.45**
Riverside Drive	$3,930,156.70	$4,203,707.30	$4,288,699.83	$4,310,900.00	$4,488,568.80	$4,664,974.00	$4,632,664.75
Bid Alt 1 (Walk)	$261,530.00	$250,581.00	$230,736.69	$228,380.00	$287,165.14	$266,175.00	$284,410.00
Bid Alt 2 (1D Bank)	$48,559.00	$54,419.20	$82,271.69	$52,420.00	$46,005.80	$88,186.00	$50,230.00
Bid Alt 3 (Roundabouts)	$486,771.25	$586,145.90	$509,028.24	$493,860.50	$498,735.80	$554,534.70	$557,997.65
Bid Alt 4 (Rdbt Walk)	$9,100.00	$17,559.84	$21,795.60	$15,633.40	$12,964.00	$9,980.00	$16,530.65
Bid Alt 5 (Rdbt 1D Bank)	$5,542.00	$6,570.60	$6,836.54	$6,170.00	$5,400.00	$7,200.00	$5,878.00
Bid Alt 6 (Pipe-Daylight)	$227,541.00	$232,398.50	$213,435.47	$213,705.00	$262,467.30	$272,563.00	$274,767.25
Total	**$4,969,199.95**	**$5,351,382.34**	**$5,352,804.06**	**$5,321,068.90**	**$5,601,306.84**	**$5,863,612.70**	**$5,822,478.30**
Total Selected	**$4,471,028.95**	**$4,850,843.00**	**$4,886,836.30**	**$4,863,350.50**	**$5,038,710.40**	**$5,314,894.70**	**$5,246,770.40**
Discount	$0.00	$0.00	$64,000.00	$0.00	$52,500.00	$100,000.00	$10,000.00
Grand Total	**$7,559,900.30**	**$7,921,209.99**	**$8,049,388.48**	**$8,097,544.90**	**$8,384,288.39**	**$8,797,219.45**	**$8,757,588.75**
Grand Total Selected	**$6,966,789.30**	**$7,324,909.65**	**$7,430,032.81**	**$7,552,046.50**	**$7,664,891.95**	**$8,050,541.45**	**$8,065,820.85**
Cost for 2 Contractors	**$28,500.00**						
Kilgore+Hadco	**$6,973,595.60**						

March 9, 2015

City Council
Staff Report

Author: Mark T. Edwards
Subject: Market Street & Riverside Drive Materials Testing Services
Date: March 17, 2015
Type of Item: Professional Service Contract Award

Description:

A. Topic:

This item is for a Professional Services Contract Award to provide materials testing services during the construction of Market Street and Riverside Drive and their associated Storm Drain Outfalls.

B. Background:

The City Council approved budgets for the above mentioned road projects as part of the adopted 2014 budget document and subsequent amendments. The project costs are currently budgeted under GL account #'s 33-4000-738 and 31-4000-659 for Market Street and its Storm Drain Outfall and 33-4000-736 and 31-4000-647 for Riverside Drive and its Storm Drain Outfall.

C. Analysis:

Staff issued a Request for Proposals (RFP) to six different Soils Engineering Firms to solicit bids to provide materials testing for soils, asphalt and concrete. The firms were asked to provide costs per test and man hour costs for services provided. The City received 3 and proposals by the RFP deadline, March 5th, 2015. The Proposals were evaluated and the lowest bid selected from the base bid amount plus the Additive Alternates being recommended for construction. It was determined that GeoStrata provided the lowest man hour costs and the lowest cost per test. Much of their proposed saving to the City are due to the fact that they are not charging a minimum cost per site visit since their offices are located 5 minutes away from the City.

Recommendation:

Staff recommends that the City Council approve the Materials Testing Contract for the Market Street and Riverside Drive project to Geo Strata. Their total estimated costs for both road projects was $45,809.50. This is an estimate which was provided based upon their proposed cost per test, cost per man hour and their determination of the types and frequency of tests needed for the project based on the City's Engineering Standards and Specifications.

CITY OF SARATOGA SPRINGS
REQUEST FOR MATERIALS TESTING SERVICES
Professional Engineering Services Related to
Market Street and Riverside Drive Project

Through this Request, the City of Saratoga Springs (hereinafter the 'City') is soliciting competitive sealed proposals from qualified firms to provide material testing services for the proposed Market Street and Riverside Drive Project. The City intends to compare and evaluate all eligible submittals and select the most qualified firm as outlined in subsection 5, EVALUATION CRITERIA, of this request. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this request.

The Market Street and Riverside Drive Project includes the construction of two new city roads as detailed below. Both roads may be awarded to one contractor or divided between two contractors (one for each road). Your unit pricing will need to be determined regardless of having one or two contractors and regardless of what bid alternates are included.

Schedule A – Market Street:

- Approximately 2,350 feet of asphalt paving, curb and gutter, signage and striping, and utilities.
- Center islands with landscaping, irrigation, and street lighting.
- Storm drain, sewer, culinary water, and secondary water utilities under the road and tying into existing infrastructure. The storm drain and water line will require boring under Redwood Road.
- Storm drain outfall pipe from Redwood Road to the Jordan River, approximately 1,000 feet.
- Bid alternates include sidewalk and a 1D bank in the road.

Schedule B – Riverside Drive:

- Approximately 6,500 feet of asphalt paving, curb and gutter, signage and striping, utilities, and street lighting.
- Storm drain, sewer, culinary water, and secondary water utilities under the road and tying into existing infrastructure. The sewer line will require boring under Pioneer Crossing.
- Culinary water pipe from Riverside Drive to Redwood Road along 400 South, approximately 1,550 feet.
- Three storm drain outfalls. Outfall 1 is a pipe connection from Riverside Drive to an existing pond, approximately 650 feet. Outfall 2 is a ditch from Riverside Drive to the Jordan River, approximately 1,400 feet. Outfall 3 is a ditch from Riverside Drive to the Jordan River, approximately 850 feet.
- A drainage channel along the 400 North corridor from Redwood Road to Riverside Drive, approximately 1,350 feet.
- Bid alternates include sidewalk, a 1D bank in the road, two roundabouts with landscaping and irrigation, additional sidewalk for the roundabouts, additional 1D bank for the roundabouts, and daylighting the 400 North bubble-up box with storm drain pipe.

Anticipated services are compaction, density, and moisture testing of excavation operations, trench backfill, and roadway materials; asphalt and concrete testing for new pavement; and other miscellaneous material testing as directed by the City. Construction activities are anticipated to be performed from April through August. All testing requirement are found within the City's Standard Specifications. The City's standards are found within their website at www.saratogaspringscity.com under the Engineers home page.

Please hand deliver a copy of your firm's proposal, and proposed fee schedule to the City on or before 5:00 p.m. March 5, 2015. The City's office is located at 1307 North Commerce Drive Suite 200, Saratoga Springs, Utah 84005.

Proposals shall included, a brief statement of your firm's interest in the project, a brief statement of your firms qualifications, resumes of key personnel only, and a copy of the firm's UDOT Lab and Personnel Certifications.

Provide evidence of professional insurance coverage of $1,000,000 per occurrence and $2,000,000 aggregate (minimum).

Proposals shall also include the proposed cost of services (see below). The proposed cost shall consist of the per unit cost for each test requested or an hourly rate for technicians on site. Said cost shall include all labor, materials and incidentals necessary to complete the work. Testing shall meet the minimum requirements of UDOT's Manual of Instruction for materials testing. A proposed total fee estimate for each of the two projects shall also be required. The following conditions are also applicable:

1. **DUTIES AND RESPONSIBILITIES OF THE MATERIALS TESTING TECHNICIAN AND LABORATORY**

   a. Certification - Firms Lab and Personnel must be UDOT Certified. Copies of Certifications must be provided to the City.

   b. Testing - Perform the required materials test per the individual project specifications (generally UDOT Standard Specifications, and City Special Provisions). Test results are to be returned to City in 24 hours or less so that Contractors may adjust their work and materials to be within specification with minimal delay.

   c. Report non conforming issues - The testing technician shall bring non conforming items to the immediate attention of City.

   d. Furnish daily reports - testing technician shall complete and sign both the inspector record and the daily report form for each day's inspections. Copies must be delivered to City within 24 hours of the material being sampled.

2. **OWNER'S RESPONSIBILITIES**

   a. City shall provide project inspection and shall request specific testing at least 24 hours prior to the test being required.

3. COST PROPOSAL, PER TEST

SOILS TESTING UNIT COSTS

Proctors UDOT/ASTM/AASHTO	$ Each
Proctors UDOT/ASTM/AASHTO (Rock Corrected)	$ Each
Technician Time-Field Densities UDOT/ASTM/AASHTO	$ Hour
Soil Classifications Per UDOT/ASTM/AASHTO	$ Each
Atterberg Limits UDOT/ASTM /AASHTO	$ Each
Sieve Analysis UDOT/ASTM/AASHTO (-3/4")	$ Each
Sieve Analysis UDOT/ASTM/AASHTO (+3/4")	$ Each
Sample Pick Up (Inclusive of Mileage)	$ Hour

CONCRETE

Cylinders (set of 4, Inclusive of Casting and Break)	$ Each
Technician Time Air & Slump Testing (Inclusive of Mileage)	$ Hour
Cylinders Pick Up (Inclusive of Mileage)	$ Hour

ASPHALT

Binder Content/Ignition Oven	$ Each
Aggregate Gradation	$ Each
Unit Weight Rice (3 minimum)	$ Each
One Point Marshall	$ Each
Field Sample and Pick Up (Inclusive of Mileage)	$ Hour
Technician Time-Density Testing w/ Thin Lift Gauge (Inclusive of Mileage)	$ Hour
Coring (Inclusive of Thickness and Density of cores)	$ Each

4. COST PROPOSAL, PER PROJECT CRITERIA

a. Provide a total fee estimate for each road and each bid alternate utilizing the City's testing standards and specifications along with the drawings found in the links below.

   Market Street:
   https://www.dropbox.com/s/ht8labaqmfgk5g1/market_street_plans.pdf?dl=0

   Riverside Drive:
   https://www.dropbox.com/s/7kkdyqiuobb8wfu/riverside_drive_plans.pdf?dl=0

b. Cost estimates required:
   Market Street Base Bid:
   Market Street Bid Alternate 1 (1D Bank):
   Market Street Bid Alternate 2 (Sidewalks):

   Riverside Drive Base Bid:
   Riverside Drive Bid Alternate 1 (1D Bank):
   Riverside Drive Bid Alternate 2 (Sidewalks):
   Riverside Drive Bid Alternate 3 (Roundabouts):

Riverside Drive Bid Alternate 4 (Roundabouts 1D Bank):
Riverside Drive Bid Alternate 5 (Roundabouts Sidewalks):
Riverside Drive Bid Alternate 6 (Pipe to Daylight 400 North Channel):

5. EVALUATION CRITERIA

a. All requirements identified in this RFP must be satisfied to insure that the proposal will qualify for consideration.

b. All proposals will be evaluated by representatives of the City to identify the proposal that best meets the needs of the City. Firm's fees for the testing will weigh heavily.

6. CITY CONTACT

Questions regarding this request should be directed to: Mark Edwards, City of Saratoga Springs Capital Facility Manager or Jeremy Lapin, City Engineer at 801-766-9793.

7. DEADLINES

Deadline for Questions: March 2, 2015 at 5pm

Deadline for Addenda (if any): March 3, 2015 at 5pm

Proposal Deadline: March 5, 2015 at 5pm

4. UDOT Lab and Personnel Certifications

Please see Appendix A for a copy of PEC's UDOT Lab and Personnel Certifications.

5. Professional Insurance Coverage

Please see attached certificate in Appendix A.

6. Cost of Services

COST PROPOSAL, PER TEST	UNIT	UNIT COST
SOILS		
Proctors UDOT/ASTM/AASHTO	Each	$100
Proctors UDOT/ASTM/AASHTO (Rock Corrected)	Each	$110
Technician Time-Field Densities UDOT/ASTM/AASHTO	Hour	$60
Soil Classifications Per UDOT/ASTM/AASHTO	Each	$15
Atterberg Limits UDOT/ASTM/AASHTO	Each	$50
Sieve Analysis UDOT/ASTM/AASHTO (-3/4")	Each	$75
Sieve Analysis UDOT/ASTM/AASHTO (+3/4")	Each	$75
Sample Pick Up	Hour	$60
CONCRETE		
Cylinders (set of 4, Inclusive of Casting and Break)	Each	$50
Technician Time Air & Slump Testing (Inclusive of Mileage)	Hour	$60
Cylinders Pick Up (Inclusive of Mileage)	Hour	$60
ASPHALT		
Binder Content/Ignition Oven	Each	$100
Aggregate Gradation	Each	$75
Unit Weight Rice (3 minimum)	Each	$70
One Point Marshall	Each	$100
Field Sample and Pickup (Inclusive of Mileage)	Hour	$60
Technician Time-Density Testing w/Thin Lift Gauge (Inclusive of Mileage)	Hour	$60
Coring (Inclusive of Thickness and Density of Cores)	Each	$50

COST PROPOSAL, PER PROJECT CRITERIA	SUBTOTAL
MARKET STREET	
Market Street Base Bid	$51,880
Market Street Bid Alternate 1 (Sidewalks):	$24,800
Market Street Bid Alternate 2 (1D Bank):	$1,200
RIVERSIDE DRIVE BASE BID	
Riverside Drive Base Bid	$71,220
Riverside Drive Bid Alternate 1 (Sidewalks):	$31,560
Riverside Drive Bid Alternate 2 (1D Bank):	$2,400
Riverside Drive Bid Alternate 3 (Roundabouts):	$12,720
Riverside Drive Bid Alternate 4 (Roundabouts 1D Bank):	$1,920
Riverside Drive Bid Alternate 5 (Roundabouts sidewalks):	$5,400
Riverside Drive Bid Alternate 6 (Pipe to Daylight 400 North Channel):	$4,720

***Note: A 10 percent discount will apply if PEC is awarded both projects.**

3/5/2015

Date

Leo Florence, SE
Vice President
lflorence@pec.us.com

CMT ENGINEERING LABORATORIES

MARKET STREET BASE BID

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Proctors ASTM/AASHTO	4	$110.00	ea.	$440.00
	Proctors ASTM/AASHTO (Rock Corrected)	2	$110.00	ea.	$220.00
	Technician Time-Field Densities ASTM/AASHTO	284	$43.00	hr.	$12,212.00
	Atterberg Limits ASTM /AASHTO	6	$60.00	ea.	$360.00
	Soils Classification ASTM /AASHTO	6	$30.00	ea.	$180.00
	Sieve Analysis ASTM/AASHTO (-3/4")	4	$90.00	ea.	$360.00
	Sieve Analysis ASTM/AASHTO (+3/4")	2	$90.00	ea.	$180.00
	Soil Sampling	2	$42.00	hr.	$84.00
	Subtotal				**$14,036.00**

Comment: Soils is estimated at 1 density per 150' per lift for all utilities, sidewalk, curd, and 1 density per 1,000 square feet per lift for roadways, flatwork, and driveways. Lab soil testing is estimated at 1 sample each for the UTBC, granular borrow, trench backfill material, and 3 sample of the existing. All samples will have a proctor and soils classifications performed.

ASPHALT					
	Incineration / Gradation	9	$125.00	ea.	$1,125.00
	Unit Weight Rice	9	$75.00	ea.	$675.00
	One Point Marshall	9	$250.00	ea.	$2,250.00
	Density Testing w/ Thin Lift Gauge-**Senior Technician time only**	40	$43.00	hr.	$1,720.00
	Asphalt Runner	18	$42.00	hr.	$756.00
	Thickness and Density of cores	40	$35.00	ea.	$1,400.00
	Subtotal				**$7,926.00**

Comment: Asphalt is estimated at 1200 tons paved per day with the tech time estimated at 10 hours per day for compaction monitoring and sampling. Lab testing to verify the mix properties is estimated at 1 sample per 500 tons. Coring is estimated at 10 cores per day to verify compation.

CONCRETE					
	Cylinders (Set of 4)	10	$52.00	set	$520.00
	Technician Time Air & Slump Testing	20	$42.00	hr.	$840.00
	Cylinder Pick Ups	10	$42.00	hr.	$420.00
	Subtotal				**$1,780.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$23,742.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

MARKET STREET BASE BID

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Proctors ASTM/AASHTO	4	$110.00	ea.	$440.00
	Proctors ASTM/AASHTO (Rock Corrected)	2	$110.00	ea.	$220.00
	Technician Time-Field Densities ASTM/AASHTO	284	$43.00	hr.	$12,212.00
	Atterberg Limits ASTM /AASHTO	6	$60.00	ea.	$360.00
	Soils Classification ASTM /AASHTO	6	$30.00	ea.	$180.00
	Sieve Analysis ASTM/AASHTO (-3/4")	4	$90.00	ea.	$360.00
	Sieve Analysis ASTM/AASHTO (+3/4")	2	$90.00	ea.	$180.00
	Soil Sampling	2	$42.00	hr.	$84.00
	Subtotal				**$14,036.00**

Comment: Soils is estimated at 1 density per 150' per lift for all utilities, sidewalk, curd, and 1 density per 1,000 square feet per lift for roadways, flatwork, and driveways. Lab soil testing is estimated at 1 sample each for the UTBC, granular borrow, trench backfill material, and 3 sample of the existing. All samples will have a proctor and soils classifications performed.

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	Asphalt Runner	18	$42.00	hr.	$756.00
	Thickness and Density of cores	40	$35.00	ea.	$1,400.00
	Subtotal				**$7,926.00**

Comment: Asphalt is estimated at 1200 tons paved per day with the tech time estimated at 10 hours per day for compaction monitoring and sampling. Lab testing to verify the mix properties is estimated at 1 sample per 500 tons. Coring is estimated at 10 cores per day to verify compation.

CONCRETE					
	Cylinders (Set of 4)	10	$52.00	set	$520.00
	Technician Time Air & Slump Testing	20	$42.00	hr.	$840.00
	Cylinder Pick Ups	10	$42.00	hr.	$420.00
	Subtotal				**$1,780.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$23,742.00**

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** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

MARKET STREET BID ALTERNATIVE 2-1D CONDUIT BANK

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	10	$43.00	hr.	$430.00
	Subtotal				**$430.00**

Comment: Soils is estimated at 1 density per 150' per lift for the bank. Lab soil testing is estimated to use the existing proctors for the soils.

	****Total Estimated Cost**	**$430.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BASE BID

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Proctors ASTM/AASHTO	4	$110.00	ea.	$440.00
	Proctors ASTM/AASHTO (Rock Corrected)	2	$110.00	ea.	$220.00
	Technician Time-Field Densities ASTM/AASHTO	574	$43.00	hr.	$24,682.00
	Atterberg Limits ASTM /AASHTO	6	$60.00	ea.	$360.00
	Soils Classification ASTM /AASHTO	6	$30.00	ea.	$180.00
	Sieve Analysis ASTM/AASHTO (-3/4")	4	$90.00	ea.	$360.00
	Sieve Analysis ASTM/AASHTO (+3/4")	2	$90.00	ea.	$180.00
	Soil Sampling	2	$42.00	hr.	$84.00
	Subtotal				**$26,506.00**

Comment: Soils is estimated at 1 density per 150' per lift for all utilities, sidewalk, curd, and 1 density per 1,000 square feet per lift for roadways, flatwork, and driveways. Lab soil testing is estimated at 1 sample each for the UTBC, granular borrow, trench backfill material, and 3 sample of the existing. All samples will have a proctor and soils classifications performed.

ASPHALT					
	Incineration / Gradation	18	$125.00	ea.	$2,250.00
	Unit Weight Rice	18	$75.00	ea.	$1,350.00
	One Point Marshall	18	$250.00	ea.	$4,500.00
	Density Testing w/ Thin Lift Gauge-**Senior Technician time only**	70	$43.00	hr.	$3,010.00
	Asphalt Runner	36	$42.00	hr.	$1,512.00
	Thickness and Density of cores	70	$35.00	ea.	$2,450.00
	Subtotal				**$15,072.00**

Comment: Asphalt is estimated at 1200 tons paved per day with the tech time estimated at 10 hours per day for compaction monitoring and sampling. Lab testing to verify the mix properties is estimated at 1 sample per 500 tons. Coring is estimated at 10 cores per day to verify compation.

CONCRETE					
	Cylinders (Set of 4)	22	$52.00	set	$1,144.00
	Technician Time Air & Slump Testing	44	$42.00	hr.	$1,848.00
	Cylinder Pick Ups	22	$42.00	hr.	$924.00
	Subtotal				**$3,916.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$45,494.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

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CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 1-SIDEWALKS

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	54	$43.00	hr.	$2,322.00
	Subtotal				**$2,322.00**

Comment: Soils is estimated at 1 density per 150' per lift for the sidewalks. Lab soil testing is estimated to use the existing proctors for the soils.

CONCRETE					
	Cylinders (Set of 4)	20	$52.00	set	$1,040.00
	Technician Time Air & Slump Testing	40	$42.00	hr.	$1,680.00
	Cylinder Pick Ups	20	$42.00	hr.	$840.00
	Subtotal				**$3,560.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$5,882.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 1-SIDEWALKS

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	54	$43.00	hr.	$2,322.00
	Subtotal				**$2,322.00**

Comment: Soils is estimated at 1 density per 150' per lift for the sidewalks. Lab soil testing is estimated to use the existing proctors for the soils.

CONCRETE					
	Cylinders (Set of 4)	20	$52.00	set	$1,040.00
	Technician Time Air & Slump Testing	40	$42.00	hr.	$1,680.00
	Cylinder Pick Ups	20	$42.00	hr.	$840.00
	Subtotal				**$3,560.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$5,882.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
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CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 2-1D CONDUIT BANK

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	22	$43.00	hr.	$946.00
	Subtotal				**$946.00**

Comment: Soils is estimated at 1 density per 150' per lift for the bank. Lab soil testing is estimated to use the existing proctors for the soils.

****Total Estimated Cost** **$946.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
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CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 3-ROUNDABOUTS

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	104	$43.00	hr.	$4,472.00
	Subtotal				**$4,472.00**

Comment: Soils is estimated at 1 density per 150' per lift for all utilities, curb, flatwork, and 1 density per 1,000 square feet per lift for roadways, flatwork, and driveways. Lab soil testing is estimated at using the existing proctors.

ASPHALT					
	Incineration / Gradation	1	$125.00	ea.	$125.00
	Unit Weight Rice	1	$75.00	ea.	$75.00
	One Point Marshall	1	$250.00	ea.	$250.00
	Density Testing w/ Thin Lift Gauge-**Senior Technician time only**	6	$43.00	hr.	$258.00
	Thickness and Density of cores	4	$35.00	ea.	$140.00
	Subtotal				**$848.00**

Comment: Asphalt is estimated at 385 tons per day with the tech time estimated at 6 hours per day for compaction monitoring and sampling. Lab testing to verify mix properties is estimated at 1 sample per 500 tons. Coring is estimated at 4 cores per to verify compaction.

CONCRETE					
	Cylinders (Set of 4)	6	$52.00	set	$312.00
	Technician Time Air & Slump Testing	12	$42.00	hr.	$504.00
	Cylinder Pick Ups	6	$42.00	hr.	$252.00
	Subtotal				**$1,068.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$6,388.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 4-ROUNDABOUT SIDEWALKS

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	2	$43.00	hr.	$86.00
	Subtotal				**$86.00**

Comment: Soils is estimated at 1 density per 150' per lift for the sidewalks. Lab soil testing is estimated to use the existing proctors for the soils.

CONCRETE					
	Cylinders (Set of 4)	1	$52.00	set	$52.00
	Technician Time Air & Slump Testing	2	$42.00	hr.	$84.00
	Cylinder Pick Ups	1	$42.00	hr.	$42.00
	Subtotal				**$178.00**

Comment: Concrete is estimated at 1 sample per day per 50 yards with the tech time estimated at 2 hours per set of cylinders for testing and 1 hour per set for cylinder pick-ups

****Total Estimated Cost** **$264.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 5-ROUNDABOUT 1D CONDUIT BANK

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	2	$43.00	hr.	$86.00
	Subtotal				**$86.00**

Comment: Soils is estimated at 1 density per 150' per lift for the bank. Lab soil testing is estimated to use the existing proctors for the soils.

****Total Estimated Cost**	**$86.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

CMT ENGINEERING LABORATORIES

RIVERSIDE DRIVE BID ALTERNATIVE 6-PIPE TO DAYLIGHT 400 NORTH CHANNEL

	Test Method	Quantities	Unit Price		Extended Amount
SOILS					
	Technician Time-Field Densities ASTM/AASHTO	6	$43.00	hr.	$258.00
	Subtotal				**$258.00**

Comment: Soils is estimated at 1 density per 150' per lift for the bank. Lab soil testing is estimated to use the existing proctors for the soils.

****Total Estimated Cost** **$258.00**

**Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.
** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc.

Saratoga Springs City Request for Materials Testing Services
Market Street and Riverside Drive Projects

Proposed Rates

TESTING	UNIT	UNIT COST
SOILS		
Proctors UDOT/ASTM/AASHTO	Each	$108.00
Proctors UDOT/ASTM/AASHTO (Rock Corrected)	Each	$140.00
Technician Time-Field Densities UDOT/ASTM/AASHTO	Hour	$42.50
Soil Classifications Per UDOT/ASTM/AASHTO	Each	$8.00
Atterberg Limits UDOT/ASTM/AASHTO	Each	$55.00
Sieve Analysis UDOT/ASTM/AASHTO (-3/4")	Each	$55.00
Sieve Analysis UDOT/ASTM/AASHTO (+3/4")	Each	$55.00
Sample Pick Up (Inclusive of Mileage)	Hour	$42.00
CONCRETE		
Cylinders (set of 4, Inclusive of Casting and Break)	Each	$48.00
Technician Time Air & Slump Testing (Inclusive of Mileage)	Hour	$42.50
Cylinders Pick Up (Inclusive of Mileage)	Hour	$42.00
ASPHALT		
Binder Content/Ignition Oven	Each	$50.00
Aggregate Gradation	Each	$55.00
Unit Weight Rice (3 minimum)	Each	$72.00
One Point Marshall	Each	$90.00
Field Sample and Pick Up (Inclusive of Mileage)	Hour	$42.00
Technician Time-Density Testing w/Thin Lift Gauge (Inclusive of Mileage)	Hour	$42.50
Coring (Inclusive of Thickness and Density of cores)	Each	$35.00

GeoStrata

Fee Estimate
Market Street

Base Bid	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 37 site visits totaling 77 hours, includes travel time	77	Hours	$42.50	$3,272.50
Field Technician (Concrete sampling & field testing) Estimate: 17 site visits totaling 49 hours, includes travel time	49	Hours	$42.50	$2,082.50
Field Technician (Asphalt sampling & compaction testing) Estimate: 3 site visits totaling 24 hours, includes travel time	24	Hours	$42.50	$1,020.00
Testing Project Management Estimate: 2 hours for required meetings, site visits, QC Plan, etc.	2	Hours	$90.00	$180.00
Moisture Density Relationship (Proctor)	8	Ea	$108.00	$864.00
Oversized Rock Correction	8	Ea	$32.00	$256.00
Gradation	8	Ea	$55.00	$440.00
Atterberg Limits	8	Ea	$55.00	$440.00
Asphalt Oil Content & Gradation	8	Ea	$105.00	$840.00
Asphalt Maximum Density - Rice	8	Ea	$72.00	$576.00
One Point Marshall	8	Ea	$90.00	$720.00
Asphalt Cores	13	Ea	$35.00	$455.00
Concrete Cylinders (set of 4)	21	Sets	$48.00	$1,008.00
Travel and Equipment (per site visit) Included in technician rate	57	Visits	$0.00	$0.00
			Estimated Subtotal:	**$12,154.00**

Bid Alternate 1 - 1D Bank	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 10 site visits totaling 22 hours, includes travel time	22	Hours	$42.50	$935.00
Moisture Density Relationship (Proctor)	1	Ea	$108.00	$108.00
Oversized Rock Correction	1	Ea	$32.00	$32.00
Gradation	1	Ea	$55.00	$55.00
Atterberg Limits	1	Ea	$55.00	$55.00
Travel and Equipment (per site visit) Included in technician rate	10	Visits	$0.00	$0.00
			Estimated Subtotal:	**$1,185.00**

Bid Alternate 2 - Sidewalks	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 5 site visits totaling 10 hours, includes travel time	10	Hours	$42.50	$425.00
Field Technician (Concrete sampling & field testing) Estimate: 4 site visits totaling 12 hours, includes travel time	12	Hours	$42.50	$510.00
Moisture Density Relationship (Proctor)	1	Ea	$108.00	$108.00
Oversized Rock Correction	1	Ea	$32.00	$32.00
Gradation	1	Ea	$55.00	$55.00
Atterberg Limits	1	Ea	$55.00	$55.00
Concrete Cylinders (set of 4)	8	Sets	$48.00	$384.00
Travel and Equipment (per site visit) Included in technician rate	9	Visits	$0.00	$0.00
			Estimated Subtotal:	$1,569.00

Base Bid:	**$12,154.00**
Base Bid + Alternative 1:	**$13,339.00**
Base Bid + Alternative 2:	**$13,723.00**
Base Bid + Alternative 1 + Alternative 2:	**$14,908.00**

GeoStrata

Fee Estimate
Riverside Drive

Base Bid	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 108 site visits totaling 224 hours, includes travel time	224	Hours	$42.50	$9,520.00
Field Technician (Concrete sampling & field testing) Estimate: 31 site visits totaling 71 hours, includes travel time	71	Hours	$42.50	$3,017.50
Field Technician (Asphalt sampling & compaction testing) Estimate: 6 site visits totaling 48 hours, includes travel time	48	Hours	$42.50	$2,040.00
Testing Project Management Estimate: 3 hours for required meetings, site visits, QC Plan, etc.	2	Hours	$90.00	$180.00
Moisture Density Relationship (Proctor)	15	Ea	$108.00	$1,620.00
Oversized Rock Correction	15	Ea	$32.00	$480.00
Gradation	15	Ea	$55.00	$825.00
Atterberg Limits	15	Ea	$55.00	$825.00
Asphalt Oil Content & Gradation	22	Ea	$105.00	$2,310.00
Asphalt Maximum Density - Rice	22	Ea	$72.00	$1,584.00
One Point Marshall	22	Ea	$90.00	$1,980.00
Asphalt Cores	25	Ea	$35.00	$875.00
Concrete Cylinders (set of 4)	42	Sets	$48.00	$2,016.00
Travel and Equipment (per site visit) Included in technician rate	145	Visits	$0.00	$0.00
			Estimated Subtotal:	**$27,272.50**

Bid Alternate 1 - 1D Bank	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 25 site visits totaling 55 hours, includes travel time	55	Hours	$42.50	$2,337.50
Moisture Density Relationship (Proctor)	2	Ea	$108.00	$216.00
Oversized Rock Correction	2	Ea	$32.00	$64.00
Gradation	2	Ea	$55.00	$110.00
Atterberg Limits	2	Ea	$55.00	$110.00
Travel and Equipment (per site visit) Included in technician rate	25	Visits	$0.00	$0.00
			Estimated Subtotal:	**$2,837.50**

Bid Alternate 2 - Sidewalks	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 12 site visits totaling 28 hours, includes travel time	28	Hours	$42.50	$1,190.00
Field Technician (Concrete sampling & field testing) Estimate: 10 site visits totaling 25 hours, includes travel time	25	Hours	$42.50	$1,062.50
Moisture Density Relationship (Proctor)	1	Ea	$108.00	$108.00
Oversized Rock Correction	1	Ea	$32.00	$32.00
Gradation	1	Ea	$55.00	$55.00
Atterberg Limits	1	Ea	$55.00	$55.00
Concrete Cylinders (set of 4)	20	Sets	$48.00	$960.00
Travel and Equipment (per site visit) Included in technician rate	22	Visits	$0.00	$0.00
			Estimated Subtotal:	$3,462.50

Bid Alternate 3 - Roundabouts	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 3 site visits totaling 8 hours, includes travel time	8	Hours	$42.50	$340.00
Field Technician (Concrete sampling & field testing) Estimate: 3 site visits totaling 8 hours, includes travel time	8	Hours	$42.50	$340.00
Moisture Density Relationship (Proctor)	1	Ea	$108.00	$108.00
Oversized Rock Correction	1	Ea	$32.00	$32.00
Gradation	1	Ea	$55.00	$55.00
Atterberg Limits	1	Ea	$55.00	$55.00
Concrete Cylinders (set of 4)	3	Sets	$48.00	$144.00
Travel and Equipment (per site visit) Included in technician rate	6	Visits	$0.00	$0.00
			Estimated Subtotal:	$1,074.00

Bid Alternate 4 - Roundabouts 1D Bank	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 5 site visits totaling 13 hours, includes travel time	13	Hours	$42.50	$552.50
Field Technician (Concrete sampling & field testing) Estimate: 3 site visits totaling 8 hours, includes travel time	8	Hours	$42.50	$340.00
Moisture Density Relationship (Proctor)	1	Ea	$108.00	$108.00
Oversized Rock Correction	1	Ea	$32.00	$32.00
Gradation	1	Ea	$55.00	$55.00
Atterberg Limits	1	Ea	$55.00	$55.00
Concrete Cylinders (set of 4)	3	Sets	$48.00	$144.00
Travel and Equipment (per site visit) Included in technician rate	6	Visits	$0.00	$0.00
			Estimated Subtotal:	$1,286.50

Bid Alternate 5 - Roundabouts Sidewalks	Qty	Unit	Rate	Total
Field Technician (Soil sampling & compaction testing) Estimate: 3 site visits totaling 8 hours, includes travel time	8	Hours	$42.50	$340.00
Field Technician (Concrete sampling & field testing) Estimate: 5 site visits totaling 15 hours, includes travel time	15	Hours	$42.50	$637.50
Moisture Density Relationship (Proctor)	1	Ea	$108.00	$108.00
Oversized Rock Correction	1	Ea	$32.00	$32.00
Gradation	1	Ea	$55.00	$55.00
Atterberg Limits	1	Ea	$55.00	$55.00
Concrete Cylinders (set of 4)	5	Sets	$48.00	$240.00
Travel and Equipment (per site visit) Included in technician rate	6	Visits	$0.00	$0.00
			Estimated Subtotal:	$1,467.50

Bid Alternate 6 - Pipe to Daylight 400 North Channel	No significant increase or decrease in testing

Base Bid:	**$27,272.50**
Base Bid + Alternative 1:	**$30,110.00**
Base Bid + Alternative 2:	**$30,735.00**
Base Bid + Alternative 3:	**$28,346.50**
Base Bid + Alternative 4:	**$28,559.00**
Base Bid + Alternative 5:	**$28,740.00**

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: South Secondary Well Project
Date: March 17, 2015
Type of Item: Bid Award for the Harbor Park Secondary Water Well Drilling

Description:

A. Topic:

This item is for the award of the Harbor Park Secondary Water Well drilling bid. This project includes 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. This project was funded in the current budget under the GL acct. # 57-4000-694.

B. Background:

The City placed the plans, specifications, and contract documents for this project out to public bid via Bidsync. 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.
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 was put back out to bid on Bidsync.

C. Analysis:

Two bids were received on the second try. Staff feels the requirements for competitive bidding have been met and we have received a very competitive bid for this project based on the first original bid and the two subsequent bids provided.

Recommendation:
Staff recommends that the Harbor Park Secondary Water Well project be awarded to Grimshaw Drilling for the amount of $919,200 which includes the base bid and exploratory costs.

HANSEN ALLEN & LUCE inc
ENGINEERS

UTAH COUNTY OFFICE
1045 SOUTH 500 EAST, SUITE 110
AMERICAN FORK, UTAH 84003
PHONE: (801) 216-8890
FAX: (801) 216-8891
www.hansenallenluce.com

City of Saratoga Springs
Mayor and City Council
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84005

March 10, 2015

Re: Harbor Park Well
Recommendation for Award

Dear Mayor and City Council Members:

We have reviewed the bids for the referenced project and recommend that the project be awarded to Grimshaw Drilling LLC. Their base bid cost is $919,200 for the exploratory and production well.

We have verified that Grimshaw Drilling LLC. holds the required Utah Well Drillers License to perform this work. They have the appropriate previous experience to complete a job of this complexity. Our firm has also worked with Grimshaw Drilling, on previous projects, and their work has been acceptable.

The City received a total of 2 bids. For your reference we have attached a copy of the Bid Tabulation. Also of note the rejected bid received on February 23, 2015 for the project was $1,294,115.

Please call if we can answer any questions or be of further assistance.

Respectfully,

HANSEN, ALLEN & LUCE, INC.

Tavis Timothy, P.E.
Project Manager

CITY OF SARATOGA SPRINGS
HARBOR PARK WELL BID - MARCH 10, 2015
BID TABULATION
Note: Neither bidder provided costs to drill using the ODEX Method

BID SCHEDULE A - EXPLORATORY WELL

ITEM	DESCRIPTION	EST QTY	UNIT	Grimshaw Drilling LLC UNIT COST	Grimshaw Drilling LLC TOTAL AMOUNT	Gardner Brothers Drilling, Inc. UNIT COST	Gardner Brothers Drilling, Inc. TOTAL AMOUNT
A.1	Mobilization	1	LS	$ 40,000.00	$ 40,000.00	$ 41,340.00	$ 41,340.00
A.2	Storm Water Prevention Pollution Plan	1	L.S.	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00
A.3	Drill Minimum 29-inch Diameter Hole (minimum 40 feet), F&I 24-inch Diameter Surface Conductor Casing and F&I Grout Seal	40	L.F.	$ 750.00	$ 30,000.00	$ 650.00	$ 26,000.00
A.4	Drill 6-inch to 10-inch Diameter Exploratory Hole to a Depth of Between 1,000 and 1,200 Feet	1,160	L.F.	$ 65.00	$ 75,400.00	$ 50.00	$ 58,000.00
A.5	Collect and Preserve Formation Samples	240	Each	$ 35.00	$ 8,400.00	$ 10.00	$ 2,400.00
A.6	Perform Geophysical Logging, Including Interpretation	1	L.S.	$ 6,500.00	$ 6,500.00	$ 16,000.00	$ 16,000.00
A.7	Perform Air Lifting for water quality sampling at selected depths during drilling based on encountered formations	16	HRS	$ 1,000.00	$ 16,000.00	$ 750.00	$ 12,000.00
BID SCHEDULE A TOTAL					**$ 206,300.00**		**$ 190,740.00**

BID SCHEDULE C -PRODUCTION WELL

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
C.1	Mobilization	1	L.S.	$ 60,000.00	$ 60,000.00	$ 87,920.00	$ 87,920.00
C.2	Storm Water Prevention Pollution Plan	1	L.S.	$ 40,000.00	$ 40,000.00	$ 35,000.00	$ 35,000.00
C.3	Ream Exploratory Borehole to Minimum 22-inch Diameter Hole to a Depth of Between 1,000 and 1,200 Feet to Accommodate 16-inch Diameter Casing	1,160	L.F.	$ 165.00	$ 191,400.00	$ 180.00	$ 208,800.00
C.4	Perform Deviation and Caliper Logs	1	L.S.	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00
C.5	F&I 16-inch Diameter Steel Blank Casing	600	L.F.	$ 60.00	$ 36,000.00	$ 100.00	$ 60,000.00
C.6	F&I 16-inch Diameter Louvered SS 304 Screen	600	L.F.	$ 355.00	$ 213,000.00	$ 398.55	$ 239,130.00
C.7	F&I Formation Stabilizer – 3/8" Minus Rounded Pea Gravel	40	C.Y.	$ 700.00	$ 28,000.00	$ 300.00	$ 12,000.00
C.8	F&I Artificial Well Filter Above Bedrock	15	C.Y.	$ 1,200.00	$ 18,000.00	$ 1,866.67	$ 28,000.05
C.9	Well Development with Dual Swab Air Lift	96	HRS	$ 500.00	$ 48,000.00	$ 750.00	$ 72,000.00
C.10	F&ITest Pump Equipment with 1,500 gpm Capacity Set at 300 Feet Depth	1	L.S.	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00
C.11	Well Development, Step and Constant Rate Pump Tests	120	HRS	$ 300.00	$ 36,000.00	$ 350.00	$ 42,000.00
C.12	Perform Plumbness and Alignment Test	1	L.S.	$ 7,500.00	$ 7,500.00	$ 3,500.00	$ 3,500.00
C.13	Video Well Log	1	L.S.	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00
BID SCHEDULE C TOTAL					**$ 712,900.00**		**$ 818,850.05**

BID SCHEDULE A & C TOTAL **$ 919,200.00** **$ 1,009,590.05**

BID SCHEDULE D: ADDITIVE ALTERNATES

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
D.1	Well Abandonment of Exploratory Hole	1,200	L.F.	$ 10.00	$ 12,000.00	$ 20.00	$ 24,000.00
D.2	Well Abandonment of Production Hole	1,200	L.F.	$ 25.00	$ 30,000.00	$ 38.34	$ 46,008.00
D.3	Noise Control for Exploratory Well	1	L.S.	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00
D.4	Noise Control for Production Well	1	L.S.	$ 55,000.00	$ 55,000.00	$ 30,000.00	$ 30,000.00
D.5	Additional Cost to Comply with Saratoga Springs "Time of Day" Noise Restrictions	1	L.S.	$ 30,000.00	$ 30,000.00	$ 10,000.00	$ 10,000.00
D.6	(Deduct to Item C.3, If Selected by Owner) Ream Exploratory Borehole to Min 18-inch Diameter Hole to Accommodate 12-inch Diameter Casing	1,160	L.F.	$ 135.00	$ 156,600.00	$ 146.88	$ 170,380.80
D.7	(Deduct to Item C.5, If Selected by Owner) F&I 12-inch Diameter Steel Blank Casing	600	L.F.	$ 50.00	$ 30,000.00	$ 65.00	$ 39,000.00
D.8	(Deduct to Item C.6, If Selected by Owner) F&I 12-inch Diameter Louvered SS 304 Screen	600	L.F.	$ 295.00	$ 177,000.00	$ 318.36	$ 191,016.00
D.9	(Increase to Item C.6, If Selected by Owner) F&I 16-inch Diameter Louvered SS 316 Screen	600	L.F.	$ 470.00	$ 282,000.00	$ 544.25	$ 326,550.00
D.10	Deduct to Item C.6, If Selected by Owner) F&I 12-inch Diameter Louvered SS 316 Screen	600	L.F.	$ 380.00	$ 228,000.00	$ 317.20	$ 190,320.00
D.11	(Increase to Item C.10 If Selected by Owner) F&I Test Pump Equipment with 3,000 gpm Capacity Set at 300 Feet Depth	1	L.S.	$ 55,000.00	$ 55,000.00	$ 35,000.00	$ 35,000.00

Bid Date: 3/10/15 @ 11:00 AM

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Author: **Kevin Thurman, City Attorney**
Subject: **Appointment of Temporary Justice Court Judges**
Date: **March 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 reflect state law to allow us more flexibility.

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.

The resolution also provides that the City Manager approves appointments of judges to fill vacancies related to conflicts of interest. These typically occur with little to no notice, so a more streamlined process is outlined. In all other situations, the City Council must approve the specific appointment. Before serving as a temporary justice court judge, the judge must be sworn in by the City Recorder. The City Manager approves the contractual arrangements subject to City purchasing and contracting policies.

D. Conclusion: The attached resolution allows the appointment of justice court judges from adjacent counties. In addition, it contains policies and procedures related to the appointment of justice court judges.

E. Department Review: Kevin Thurman.

Recommendation: Approve the attached resolution.

RESOLUTION NO. R15-7 (3-17-15)

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 temporary justice court judges 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, subject to City Manager approval.

2. Before performing any duties, each Temporary Justice Court Judge shall be sworn in by the City Recorder.

3. Except for those situations listed below in Section 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 except as extended by the City Council.

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, subject to City Manager approval. 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. For any specific appointment not requiring City Council approval, the City Manager shall approve such appointment. Also, for all appointments, the City

Manager shall make contractual arrangements with each individual Temporary Justice Court Judge subject to state law and City purchasing and contracting policies.

6. This Resolution shall take effect immediately upon passage.

APPROVED and PASSED this 17th day of March, 2015 by the City of Saratoga Springs City Council.

_____ _____

Mayor Jim Miller Attest: Lori Yates, City Recorder

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Market Street and Riverside Drive Road Dedication Plats
Date: March 17, 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 Market Street and Riverside Drive.

B. Background:

The City Council approved the above mentioned road projects as part of the adopted 2014 budget document. They are currently budgeted under GL account #'s 33-4000-738 for Market Street and 33-4000-736 for Riverside Drive. The City Council awarded the design contracts for these Roads to PEPG in May of 2014. PEPG has completed the design, the project has been put out to bid, and the City has received bid on March 5th, 2015 for the construction of the projects.

C. Analysis:

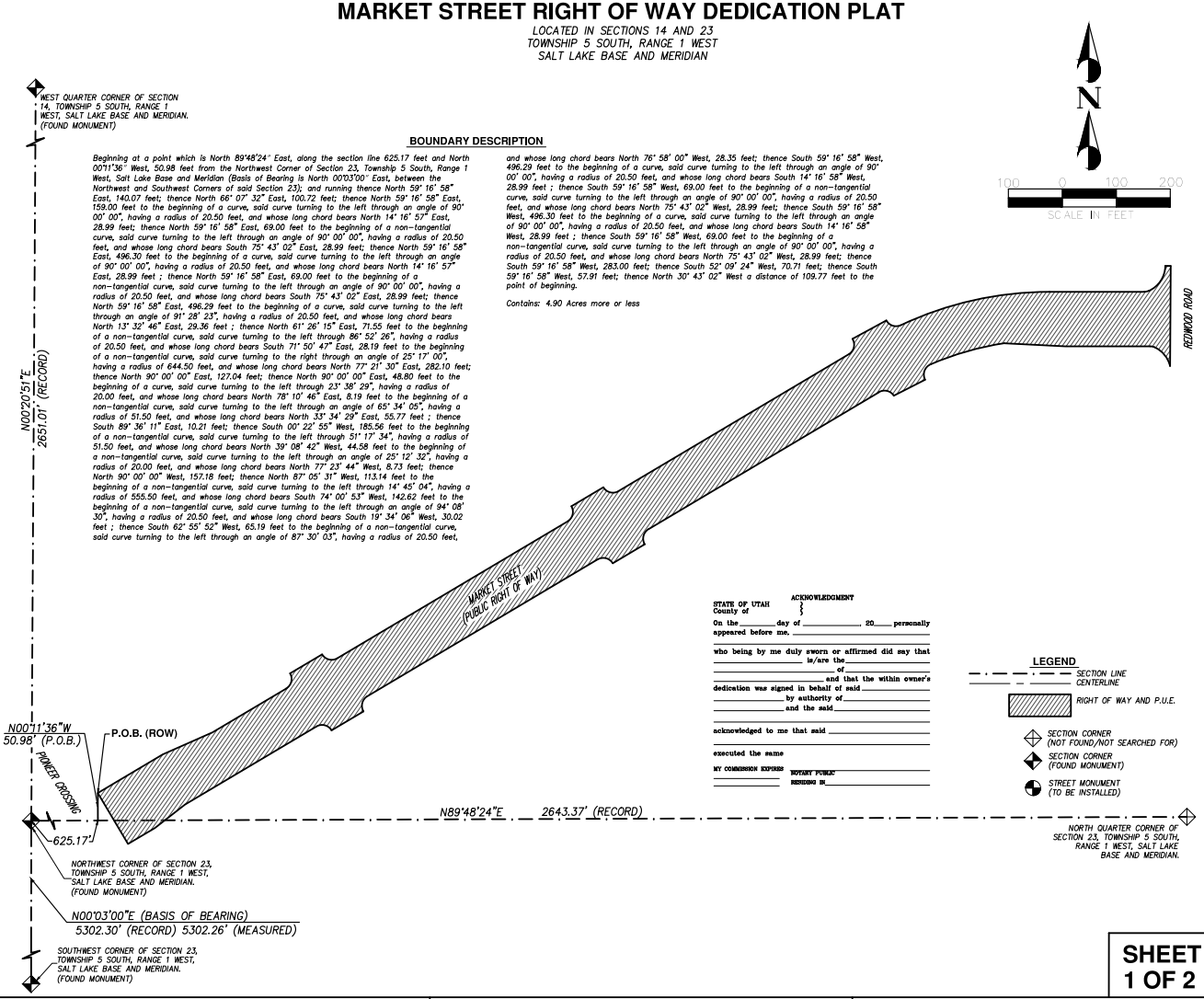
City Staff has been working with the property owner, Suburban Land Reserve (SLR), on obtaining the dedication of the right-of-way "ROW" for these roads. The City desires to record the ROW and various easements for the roadways prior to commencing construction. This dedication will occur via a road dedication plat. The recording of these plats 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 Market Street and Riverside Drive.

MARKET STREET RIGHT OF WAY DEDICATION PLAT

LOCATED IN SECTIONS 14 AND 23
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



BOUNDARY DESCRIPTION

Beginning at a point which is North 89°48'24" East, along the section line 625.17 feet and North 00°11'36" West, 50.98 feet from the Northwest Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 00°03'00" East, between the Northwest and Southwest Corners of said Section 23); and running thence North 59° 16' 58" East, 140.07 feet; thence North 66° 07' 32" East, 100.72 feet; thence North 59° 16' 58" East, 159.00 feet to the beginning of a curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears North 14° 16' 57" East, 28.99 feet; thence North 59° 16' 58" East, 69.00 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears South 75° 43' 02" East, 28.99 feet; thence North 59° 16' 58" East, 496.30 feet to the beginning of a curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears North 14° 16' 57" East, 28.99 feet ; thence North 59° 16' 58" East, 69.00 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears South 75° 43' 02" East, 28.99 feet; thence North 59° 16' 58" East, 496.29 feet to the beginning of a curve, said curve turning to the left through an angle of 91° 28' 23", having a radius of 20.50 feet, and whose long chord bears North 13° 32' 46" East, 29.36 feet ; thence North 61° 26' 15" East, 71.55 feet to the beginning of a non-tangential curve, said curve turning to the left through 86° 52' 26", having a radius of 20.50 feet, and whose long chord bears South 71° 50' 47" East, 28.19 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 25° 17' 00", having a radius of 644.50 feet, and whose long chord bears North 77° 21' 30" East, 282.10 feet; thence North 90° 00' 00" East, 127.04 feet; thence North 90° 00' 00" East, 48.80 feet to the beginning of a curve, said curve turning to the left through 23° 38' 29", having a radius of 20.00 feet, and whose long chord bears North 78° 10' 46" East, 8.19 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 65° 34' 05", having a radius of 51.50 feet, and whose long chord bears North 33° 34' 29" East, 55.77 feet ; thence South 89° 36' 11" East, 10.21 feet; thence South 00° 22' 55" West, 185.56 feet to the beginning of a non-tangential curve, said curve turning to the left through 51° 17' 34", having a radius of 51.50 feet, and whose long chord bears North 39° 08' 42" West, 44.58 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 25° 12' 32", having a radius of 20.00 feet, and whose long chord bears North 77° 23' 44" West, 8.73 feet; thence North 90° 00' 00" West, 157.18 feet; thence North 87° 05' 31" West, 113.14 feet to the beginning of a non-tangential curve, said curve turning to the left through 14° 45' 04", having a radius of 555.50 feet, and whose long chord bears South 74° 00' 53" West, 142.62 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 94° 08' 30", having a radius of 20.50 feet, and whose long chord bears South 19° 34' 06" West, 30.02 feet ; thence South 62° 55' 52" West, 65.19 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 87° 30' 03", having a radius of 20.50 feet, and whose long chord bears North 76° 58' 00" West, 28.35 feet; thence South 59° 16' 58" West, 496.29 feet to the beginning of a curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears South 14° 16' 58" West, 28.99 feet ; thence South 59° 16' 58" West, 69.00 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears North 75° 43' 02" West, 28.99 feet; thence South 59° 16' 58" West, 496.30 feet to the beginning of a curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears South 14° 16' 58" West, 28.99 feet ; thence South 59° 16' 58" West, 69.00 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.50 feet, and whose long chord bears North 75° 43' 02" West, 28.99 feet; thence South 59° 16' 58" West, 283.00 feet; thence South 52° 09' 24" West, 70.71 feet; thence South 59° 16' 58" West, 57.91 feet; thence North 30° 43' 02" West a distance of 109.77 feet to the point of beginning.

Contains: 4.90 Acres more or less

ACKNOWLEDGMENT

STATE OF UTAH }
County of

On the _____ day of _____, 20____ personally appeared before me, _____

who being by me duly sworn or affirmed did say that _____ is/are the _____ of _____ and that the within owner's dedication was signed in behalf of said _____ by authority of _____ and the said _____ acknowledged to me that said _____ executed the same

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
_____ RESIDING IN _____

LEGEND

- SECTION LINE
- CENTERLINE
- RIGHT OF WAY AND P.U.E.
- SECTION CORNER (NOT FOUND/NOT SEARCHED FOR)
- SECTION CORNER (FOUND MONUMENT)
- STREET MONUMENT (TO BE INSTALLED)

SURVEYOR'S CERTIFICATE

I, MATTHEW B. JUDD, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 167268 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tracts of land shown on this plat and described below, and have subdivided said tract of land into streets, hereafter to be know as MARKET STREET RIGHT OF WAY DEDICATION PLAT and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

(SEE DESCRIPTION TO LEFT)

_____ _____
Matthew B. Judd *Date:*
(See Seal Below)

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owners of the hereon described tract of land and hereby cause the same to be divided into public streets together with easements as set forth hereafter to be known as:

MARKET STREET
RIGHT OF WAY DEDICATION PLAT

The undersigned owners hereby dedicate to Saratoga Springs City all those tracts of land designated on this plat as streets, the same to be used as public thoroughfares forever. The undersigned owners also hereby convey to any and all public and private utility companies a perpetual, non-exclusive easement over the public utility easements and right of ways shown on this plat, the same to be used for drainage and the installation, maintenance and operation of utility service lines and facilities as designated hereon.

In witness whereof_____have hereunto set_____this _____day of_____A.D., 20____

_____ _____
_____ _____
_____ _____

ACCEPTANCE BY SARATOGA SPRINGS CITY

SARATOGA SPRINGS CITY, COUNTY OF UTAH, APPROVES THIS PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF_____, A.D. 20____.

APPROVED _____ ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) CITY RECORDER (SEE SEAL BELOW)

MARKET STREET
RIGHT OF WAY DEDICATION PLAT

LOCATED IN SECTIONS 14 AND 23
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SARATOGA SPRINGS CITY 1" = 100' FEET UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-CO. ENGINEER SEAL	CLERK-RECORDER SEAL
UTAH LAND SURVEYOR No. 167268 MATT B JUDD 2-10-15 STATE OF UTAH			

SHEET 1 OF 2

APPROVAL AS TO FORM

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

_____
SARATOGA SPRINGS CITY ATTORNEY

SARATOGA SPRINGS CITY CITY PLANNING COMMISSION APPROVAL

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

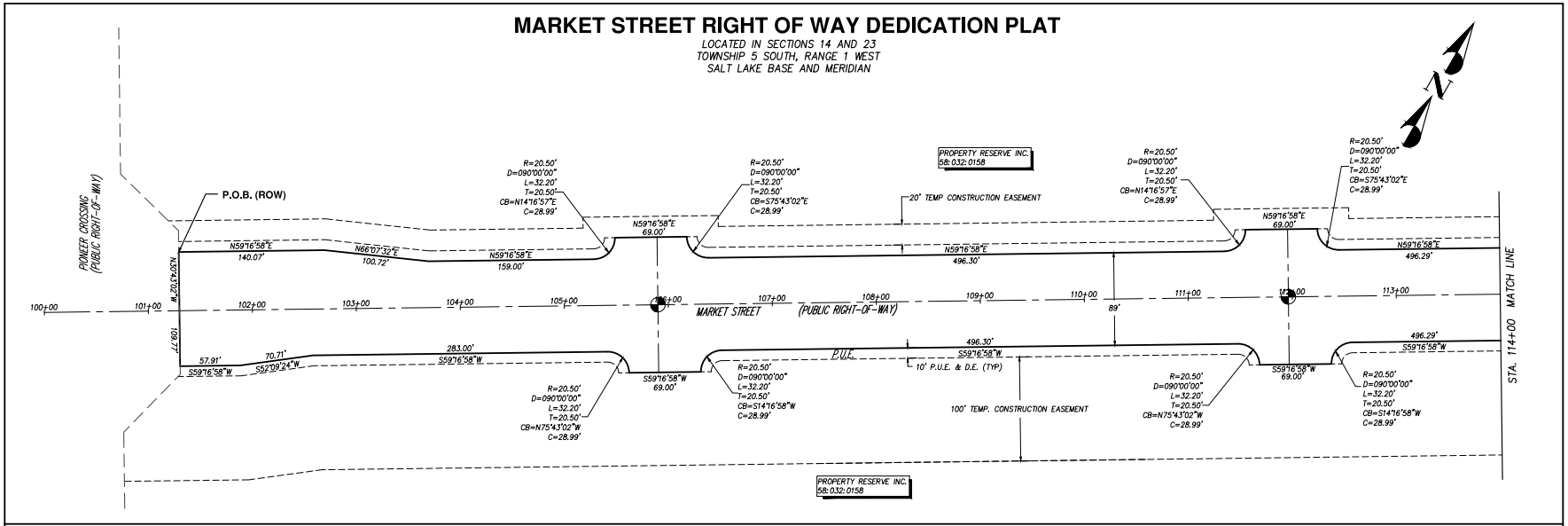
_____ _____
CHAIRMAN DIRECTOR/SECRETARY

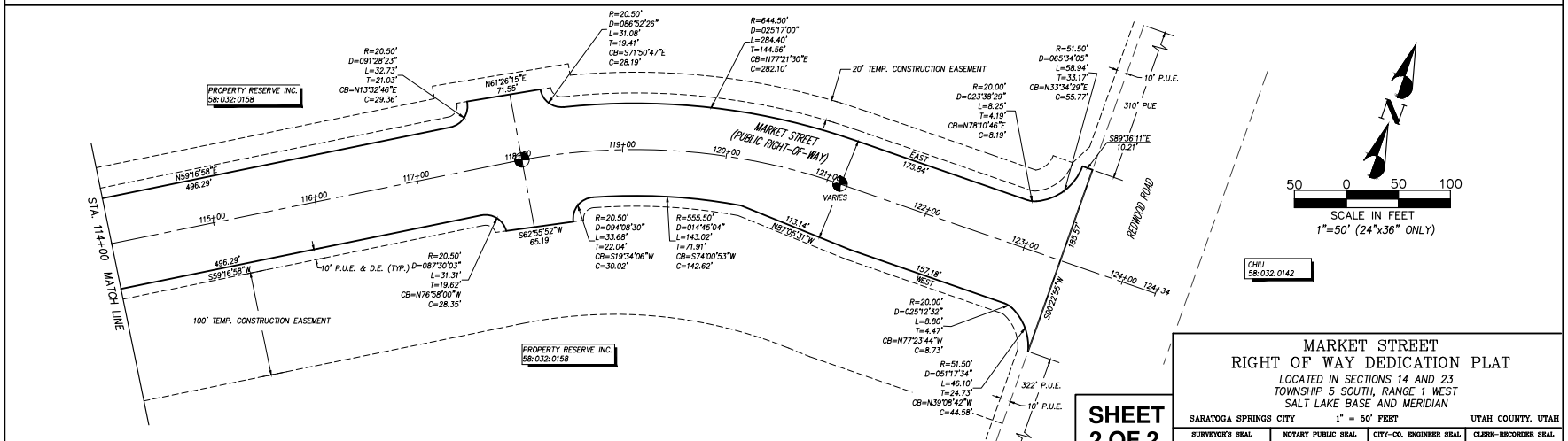
PEPG CONSULTING LLC
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

DATE: FEBRUARY 10, 2015
FILE: 1005.1410\ms_fplat_title.dwg

MARKET STREET RIGHT OF WAY DEDICATION PLAT

LOCATED IN SECTIONS 14 AND 23
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN





MARKET STREET
RIGHT OF WAY DEDICATION PLAT

LOCATED IN SECTIONS 14 AND 23
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SARATOGA SPRINGS CITY | 1" = 50' FEET | UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-CO. ENGINEER SEAL	CLERK-RECORDER SEAL
LAND SURVEYOR No. 167268 STATE OF UTAH 2-10-15			

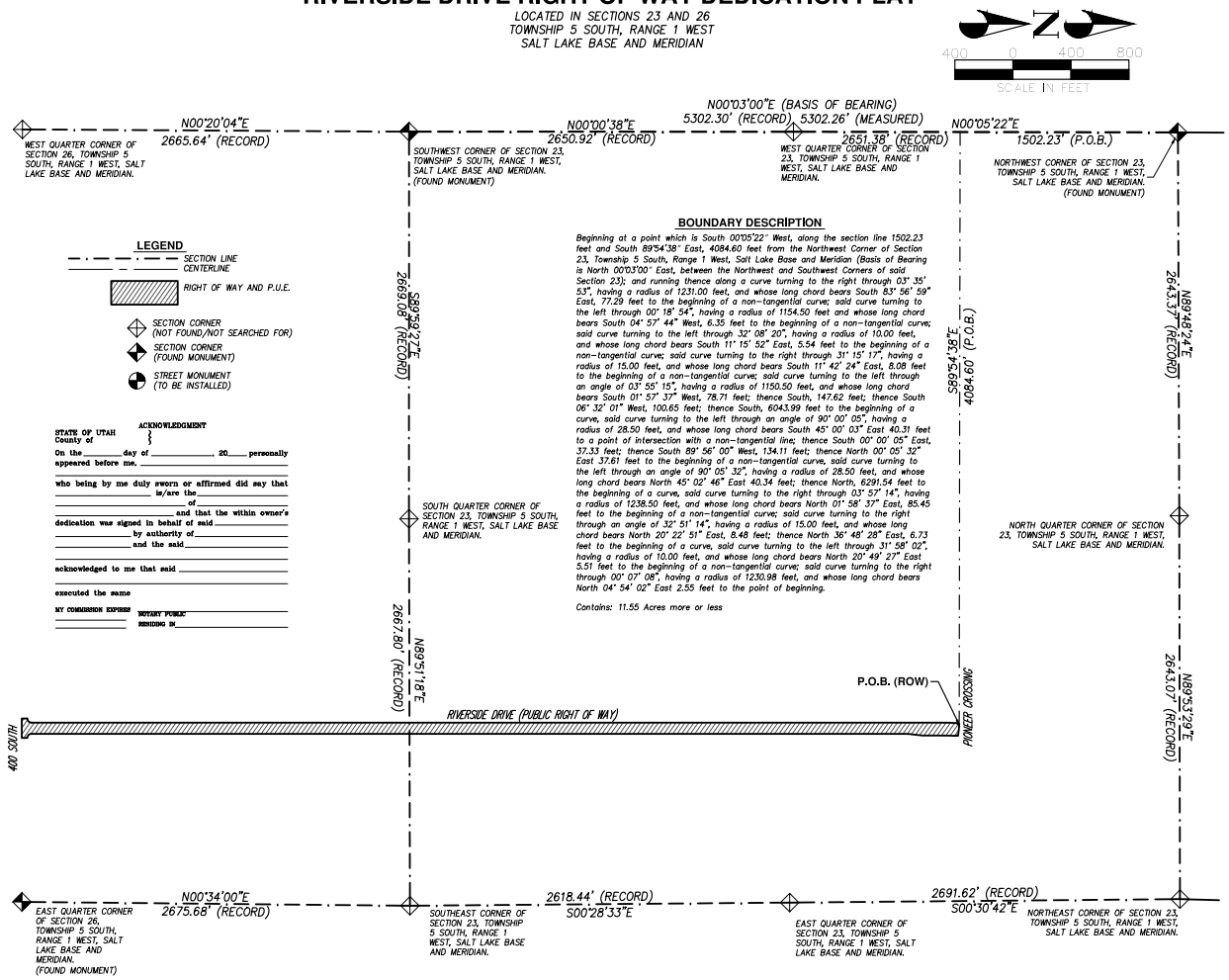
SHEET 2 OF 2

PEPG CONSULTING LLC
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

DATE: FEBRUARY 10, 2015
FILE: 1005.1410\ms_fplat-01.dwg

RIVERSIDE DRIVE RIGHT OF WAY DEDICATION PLAT

LOCATED IN SECTIONS 23 AND 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



BOUNDARY DESCRIPTION

Beginning at a point which is South 00°05'22" West, along the section line 1502.23 feet and South 89°54'38" East, 4084.60 feet from the Northwest Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 00°03'00" East, between the Northwest and Southwest Corners of said Section 23); and running thence along a curve turning to the right through 03° 35' 53", having a radius of 1231.00 feet, and whose long chord bears South 83° 56' 59" East, 77.29 feet to the beginning of a non-tangential curve; said curve turning to the left through 00° 18' 54", having a radius of 1154.50 feet and whose long chord bears South 04° 57' 44" West, 6.35 feet to the beginning of a non-tangential curve; said curve turning to the left through 32° 08' 20", having a radius of 10.00 feet, and whose long chord bears South 11° 15' 52" East, 5.54 feet to the beginning of a non-tangential curve; said curve turning to the right through 31° 15' 17", having a radius of 15.00 feet, and whose long chord bears South 11° 42' 24" East, 8.08 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 03° 55' 15", having a radius of 1150.50 feet, and whose long chord bears South 01° 57' 37" West, 78.71 feet; thence South, 147.62 feet; thence South 06° 32' 01" West, 100.65 feet; thence South, 6043.99 feet to the beginning of a curve, said curve turning to the left through an angle of 90° 00' 05", having a radius of 28.50 feet, and whose long chord bears South 45° 00' 03" East 40.31 feet to a point of intersection with a non-tangential line; thence South 00° 00' 05" East, 37.33 feet; thence South 89° 56' 00" West, 134.11 feet; thence North 00° 05' 32" East 37.61 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 90° 05' 32", having a radius of 28.50 feet, and whose long chord bears North 45° 02' 46" East 40.34 feet; thence North, 6291.54 feet to the beginning of a curve, said curve turning to the right through 03° 57' 14", having a radius of 1238.50 feet, and whose long chord bears North 01° 58' 37" East, 85.45 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 32° 51' 14", having a radius of 15.00 feet, and whose long chord bears North 20° 22' 51" East, 8.48 feet; thence North 36° 48' 28" East, 6.73 feet to the beginning of a curve, said curve turning to the left through 31° 58' 02", having a radius of 10.00 feet, and whose long chord bears North 20° 49' 27" East 5.51 feet to the beginning of a non-tangential curve; said curve turning to the right through 00° 07' 08", having a radius of 1230.98 feet, and whose long chord bears North 04° 54' 02" East 2.55 feet to the point of beginning.

Contains: 11.55 Acres more or less

ACKNOWLEDGMENT

STATE OF UTAH
County of

On the _____ day of _____, 20____ personally appeared before me, _____

who being by me duly sworn or affirmed did say that _____ is/are the _____ of _____ and that the within owner's dedication was signed in behalf of said _____ by authority of _____ and the said _____

acknowledged to me that said _____

executed the same

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____ RESIDING IN _____

SURVEYOR'S CERTIFICATE

I, MATTHEW B. JUDD, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 167268 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tracts of land shown on this plat and described below, and have subdivided said tract of land into streets, hereafter to be know as RIVERSIDE DRIVE RIGHT OF WAY DEDICATION PLAT and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

(SEE DESCRIPTION TO LEFT)

Matthew B. Judd
(See Seal Below)

Date:

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owners of the hereon described tract of land and hereby cause the same to be divided into public streets together with easements as set forth hereafter to be known as:

RIVERSIDE DRIVE
RIGHT OF WAY DEDICATION PLAT

The undersigned owners hereby dedicate to Saratoga Springs City all those tracts of land designated on this plat as streets, the same to be used as public thoroughfares forever. The undersigned owners also hereby convey to any and all public and private utility companies a perpetual, non-exclusive easement over the public utility easements and right of way shown on this plat, the same to be used for drainage and the installation, maintenance and operation of utility service lines and facilities as designated hereon.

In witness whereof_____have hereunto set_____this _____day of_____A.D., 20____

ACCEPTANCE BY SARATOGA SPRINGS CITY

SARATOGA SPRINGS CITY, COUNTY OF UTAH, APPROVES THIS PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF_____, A.D. 20____.

APPROVED _____ CITY ENGINEER (SEE SEAL BELOW)

ATTEST _____ CITY RECORDER (SEE SEAL BELOW)

SHEET 1 OF 2

RIVERSIDE DRIVE
RIGHT OF WAY DEDICATION PLAT
LOCATED IN SECTIONS 14 AND 23
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SARATOGA SPRINGS CITY 1" = 100' FEET UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-CO. ENGINEER SEAL	CLERK-RECORDER SEAL
LAND SURVEYOR No. 167268 MATT B. JUDD 2-10-15 STATE OF UTAH			

APPROVAL AS TO FORM

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

SARATOGA SPRINGS CITY ATTORNEY

SARATOGA SPRINGS CITY CITY PLANNING COMMISSION APPROVAL

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

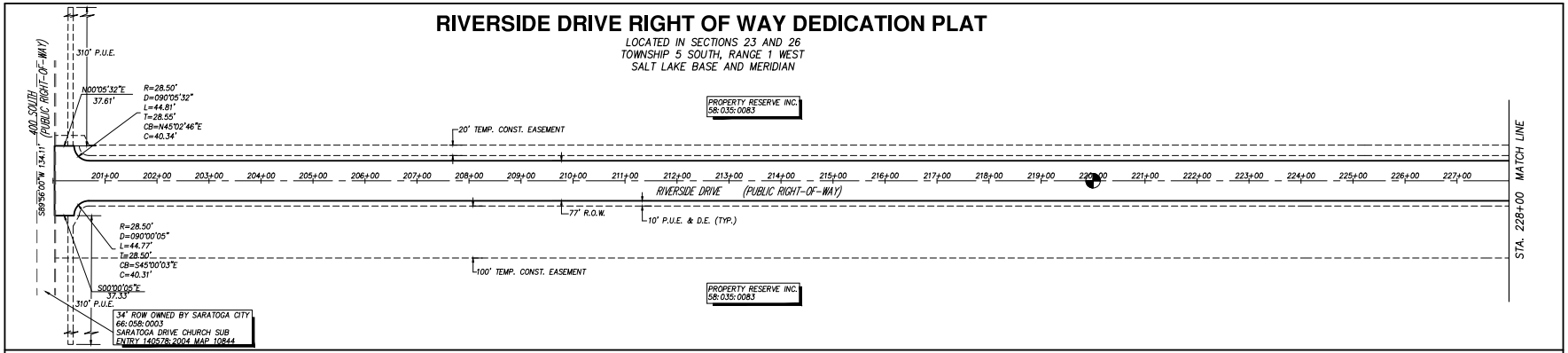
CHAIRMAN DIRECTOR/SECRETARY

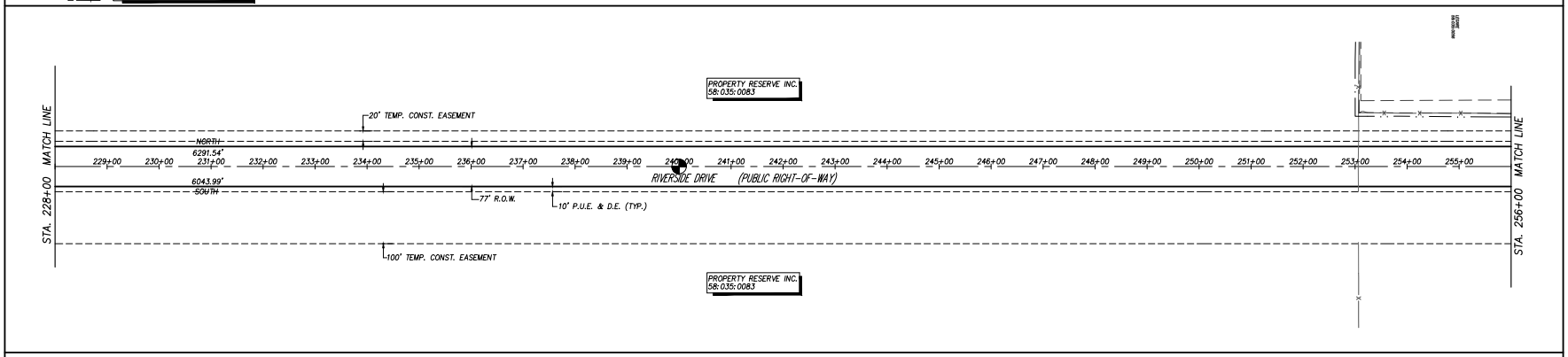
PEPG CONSULTING LLC
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

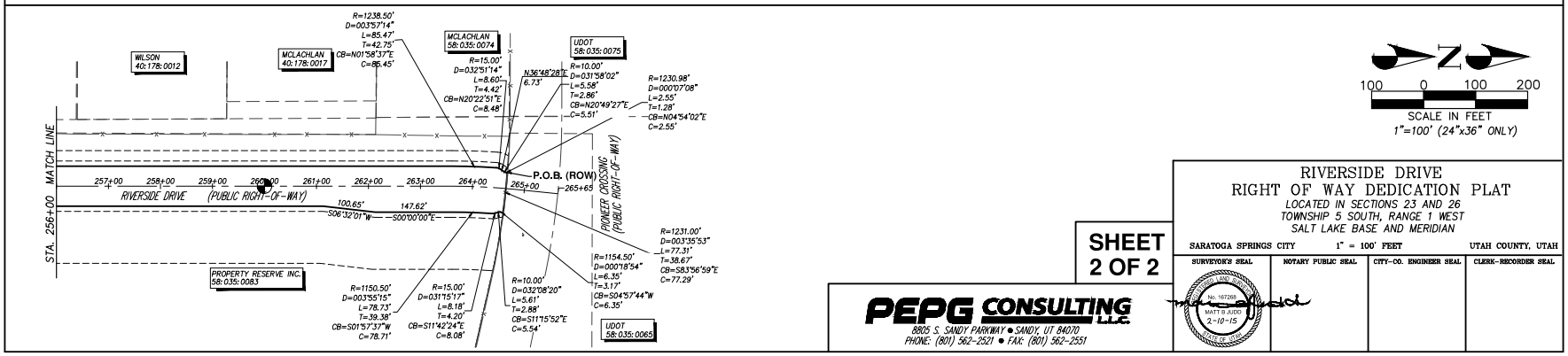
DATE: FEBRUARY 10, 2015
FILE: 1005.1410\rd_fplat_title.dwg

RIVERSIDE DRIVE RIGHT OF WAY DEDICATION PLAT

LOCATED IN SECTIONS 23 AND 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN







RIVERSIDE DRIVE
RIGHT OF WAY DEDICATION PLAT
LOCATED IN SECTIONS 23 AND 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SHEET 2 OF 2

SARATOGA SPRINGS CITY	1" = 100' FEET	UTAH COUNTY, UTAH

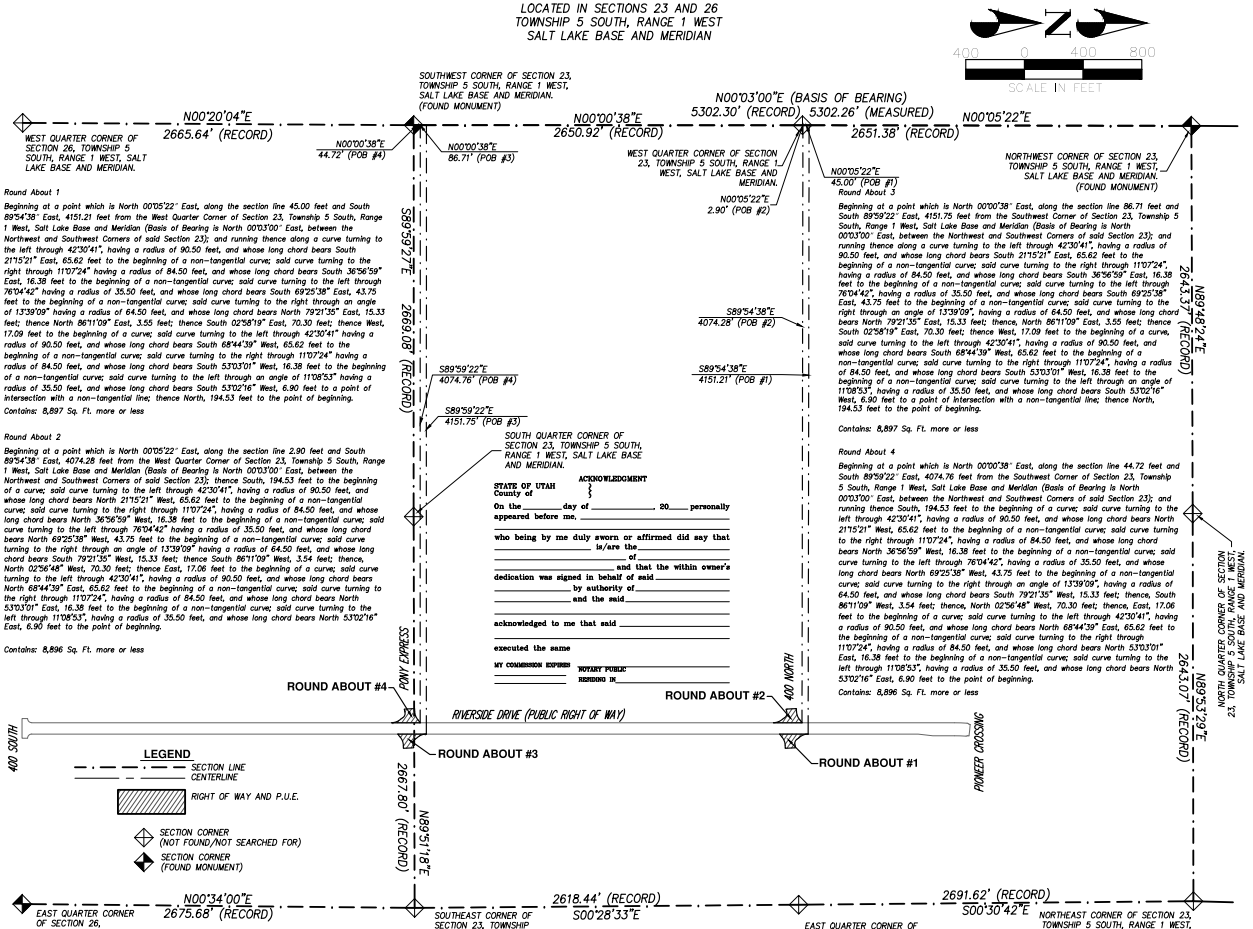
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-CO. ENGINEER SEAL	CLERK-RECORDER SEAL
LAND SURVEYOR No. 167268 MATT D. JUDD 2-10-15 STATE OF UTAH			

PEPG CONSULTING LLC
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

DATE: FEBRUARY 10, 2015
FILE: 1005.1410\rd_fplat-01.dwg

RIVERSIDE DRIVE RIGHT OF WAY ROUND ABOUT DEDICATION PLAT

LOCATED IN SECTIONS 23 AND 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



Round About 1

Beginning at a point which is North 00°05'22" East, along the section line 45.00 feet and South 89°54'38" East, 4151.21 feet from the West Quarter Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 00°03'00" East, between the Northwest and Southwest Corners of said Section 23); and running thence along a curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears South 21°15'21" East, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24" having a radius of 84.50 feet, and whose long chord bears South 36°56'59" East, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through 76°04'42" having a radius of 35.50 feet, and whose long chord bears South 69°25'38" East, 43.75 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 13°39'09" having a radius of 64.50 feet, and whose long chord bears North 79°21'35" East, 15.33 feet; thence North 86°11'09" East, 3.55 feet; thence South 02°56'19" East, 70.30 feet; thence West, 17.09 feet to the beginning of a curve; said curve turning to the left through 42°30'41" having a radius of 90.50 feet, and whose long chord bears South 68°44'39" West, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24" having a radius of 84.50 feet, and whose long chord bears South 53°03'01" West, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 11°08'53" having a radius of 35.50 feet, and whose long chord bears South 53°02'16" West, 6.90 feet to a point of intersection with a non-tangential line; thence North, 194.53 feet to the point of beginning.

Contains: 8,897 Sq. Ft. more or less

Round About 2

Beginning at a point which is North 00°05'22" East, along the section line 2.90 feet and South 89°54'38" East, 4074.28 feet from the West Quarter Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 00°03'00" East, between the Northwest and Southwest Corners of said Section 23); thence South, 194.53 feet to the beginning of a curve; said curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears North 21°15'21" West, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24", having a radius of 84.50 feet, and whose long chord bears North 36°56'59" West, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through 76°04'42" having a radius of 35.50 feet, and whose long chord bears North 69°25'38" West, 43.75 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 13°39'09" having a radius of 64.50 feet, and whose long chord bears South 79°21'35" West, 15.33 feet; thence South 86°11'09" West, 3.54 feet; thence, North 02°56'48" West, 70.30 feet; thence East, 17.06 feet to the beginning of a curve; said curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears North 68°44'39" East, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24", having a radius of 84.50 feet, and whose long chord bears North 53°03'01" East, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through 11°08'53", having a radius of 35.50 feet, and whose long chord bears North 53°02'16" East, 6.90 feet to the point of beginning.

Contains: 8,896 Sq. Ft. more or less

Round About 3

Beginning at a point which is North 00°00'38" East, along the section line 86.71 feet and South 89°59'22" East, 4151.75 feet from the Southwest Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 00°03'00" East, between the Northwest and Southwest Corners of said Section 23); and running thence along a curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears South 21°15'21" East, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24", having a radius of 84.50 feet, and whose long chord bears South 36°56'59" East, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through 76°04'42", having a radius of 35.50 feet, and whose long chord bears South 69°25'38" East, 43.75 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 13°39'09", having a radius of 64.50 feet, and whose long chord bears North 79°21'35" East, 15.33 feet; thence, North 86°11'09" East, 3.55 feet; thence South 02°56'19" East, 70.30 feet; thence West, 17.09 feet to the beginning of a curve, said curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears South 68°44'39" West, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24", having a radius of 84.50 feet, and whose long chord bears South 53°03'01" West, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 11°08'53", having a radius of 35.50 feet, and whose long chord bears South 53°02'16" West, 6.90 feet to a point of intersection with a non-tangential line; thence North, 194.53 feet to the point of beginning.

Contains: 8,897 Sq. Ft. more or less

Round About 4

Beginning at a point which is North 00°00'38" East, along the section line 44.72 feet and South 89°59'22" East, 4074.76 feet from the Southwest Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 00°03'00" East, between the Northwest and Southwest Corners of said Section 23); and running thence South, 194.53 feet to the beginning of a curve; said curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears North 21°15'21" West, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24", having a radius of 84.50 feet, and whose long chord bears North 36°56'59" West, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through 76°04'42", having a radius of 35.50 feet, and whose long chord bears North 69°25'38" West, 43.75 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 13°39'09", having a radius of 64.50 feet, and whose long chord bears South 79°21'35" West, 15.33 feet; thence, South 86°11'09" West, 3.54 feet; thence, North 02°56'48" West, 70.30 feet; thence, East, 17.06 feet to the beginning of a curve; said curve turning to the left through 42°30'41", having a radius of 90.50 feet, and whose long chord bears North 68°44'39" East, 65.62 feet to the beginning of a non-tangential curve; said curve turning to the right through 11°07'24", having a radius of 84.50 feet, and whose long chord bears North 53°03'01" East, 16.38 feet to the beginning of a non-tangential curve; said curve turning to the left through 11°08'53", having a radius of 35.50 feet, and whose long chord bears North 53°02'16" East, 6.90 feet to the point of beginning.

Contains: 8,896 Sq. Ft. more or less

ACKNOWLEDGMENT

STATE OF UTAH
County of }

On the _____ day of _____, 20____ personally appeared before me, _____

who being by me duly sworn or affirmed did say that _____ is/are the _____ of _____ and that the within owner's dedication was signed in behalf of said _____ by authority of _____ and the said _____ acknowledged to me that said _____ executed the same

MY COMMISSION EXPIRES _____ **NOTARY PUBLIC** _____
_____ **RESIDING IN** _____

SURVEYOR'S CERTIFICATE

I, MATTHEW B. JUDD, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 167268 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tracts of land shown on this plat and described below, and have subdivided said tract of land into streets, hereafter to be know as RIVERSIDE DRIVE RIGHT OF WAY ROUND ABOUT DEDICATION PLAT and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

(SEE DESCRIPTION(S) TO LEFT)

Matthew B. Judd (See Seal Below) — Date:

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owners of the hereon described tract of land and hereby cause the same to be divided into public streets together with easements as set forth hereafter to be known as:

RIVERSIDE DRIVE
RIGHT OF WAY ROUND ABOUT DEDICATION PLAT

The undersigned owners hereby dedicate to Saratoga Springs City all those tracts of land designated on this plat as streets, the same to be used as public thoroughfares forever. The undersigned owners also hereby convey to any and all public and private utility companies a perpetual, non-exclusive easement over the public utility easements and right of way shown on this plat, the same to be used for drainage and the installation, maintenance and operation of utility service lines and facilities as designated hereon.

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

ACCEPTANCE BY SARATOGA SPRINGS CITY

SARATOGA SPRINGS CITY, COUNTY OF UTAH, APPROVES THIS PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____.

APPROVED _____ **CITY ENGINEER (SEE SEAL BELOW)**

ATTEST _____ **CITY RECORDER (SEE SEAL BELOW)**

RIVERSIDE DRIVE RIGHT OF WAY
ROUND ABOUT DEDICATION PLAT

LOCATED IN SECTIONS 14 AND 23
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SARATOGA SPRINGS CITY — 1" = 400' FEET — UTAH COUNTY, UTAH

SHEET 1 OF 2

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-CO. ENGINEER SEAL	CLERK-RECORDER SEAL
LICENSED PROFESSIONAL LAND SURVEYOR No. 167268 MATT B. JUDD 2-10-15 STATE OF UTAH			

APPROVAL AS TO FORM

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

SARATOGA SPRINGS CITY ATTORNEY

SARATOGA SPRINGS CITY CITY PLANNING COMMISSION APPROVAL

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

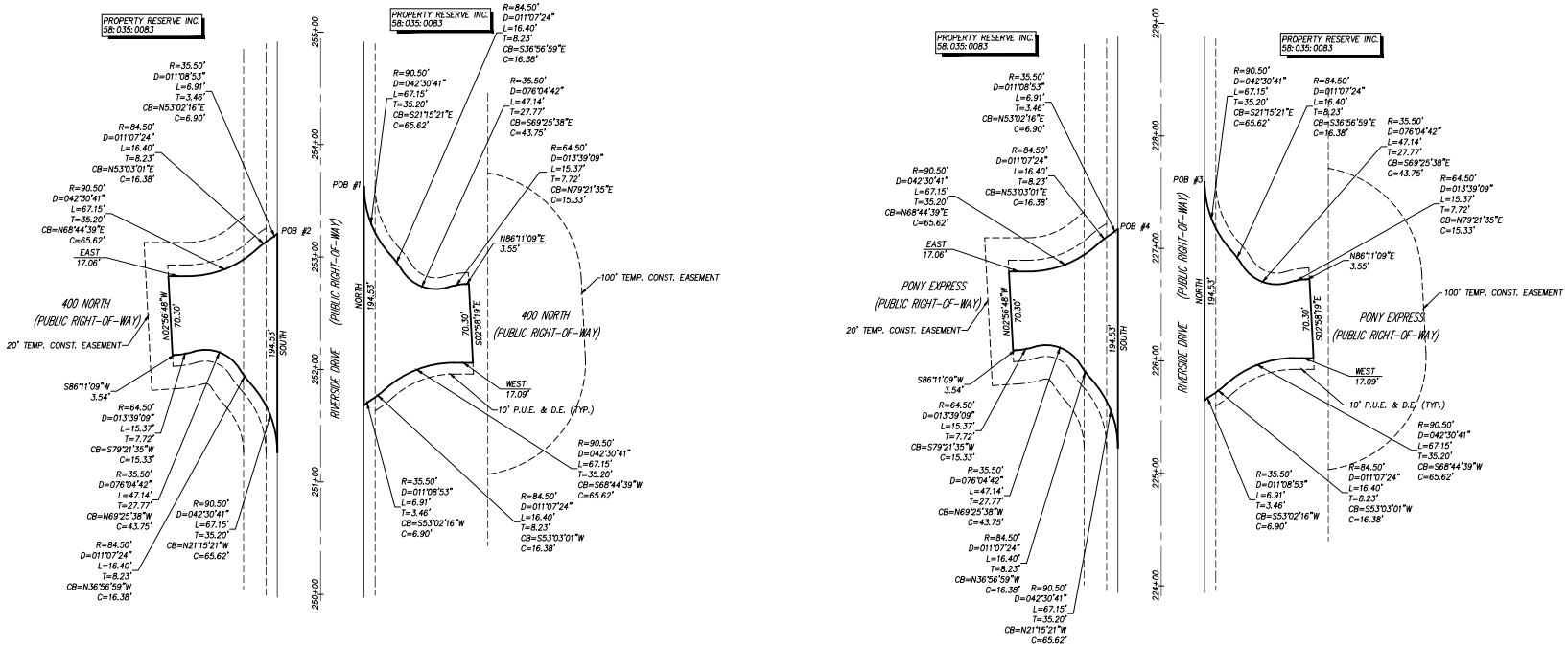
CHAIRMAN — **DIRECTOR/SECRETARY**

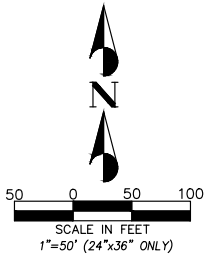
PEPG CONSULTING LLC
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

FEBRUARY 10, 2015
FILE: 1005.1410\rd_fplat_alt_title.dwg

RIVERSIDE DRIVE RIGHT OF WAY ROUND ABOUT DEDICATION PLAT

LOCATED IN SECTIONS 23 AND 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN





SHEET 2 OF 2

RIVERSIDE DRIVE RIGHT OF WAY
ROUND ABOUT DEDICATION PLAT
LOCATED IN SECTIONS 23 AND 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SARATOGA SPRINGS CITY — 1" = 50' FEET — UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-CO. ENGINEER SEAL	CLERK-RECORDER SEAL
No. 167269 LAND MATTHEW A. JUDD 2-10-15 SURVEYOR			

PEPG CONSULTING LLC
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

DATE: FEBRUARY 10, 2015
FILE: 1005.1410\rd_fplat_alt-01.dwg

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: The Village of Fox Hollow - Neighborhood 6-1, 6-2 Road Dedication Plat
Date: March 17, 2015
Type of Item: Dedication of Roadway/Right-of-way

Description:

A. Topic:

This item is for the approval to record a road dedication plats for the Neighborhood 6-1, 6-2 connection road that will provide access and utility connections to Neighborhood 6-3

B. Background:

The Neighborhood 6-3 Plat was recorded in 2008 with certain conditions that prevented the issuance of building permits on the lots until all on and off-site improvements were completed and dedicated to the City. These conditions were not fulfilled and the lots in the Neighborhood 6-3 plat are currently not eligible for building permits. Furthermore, this plat does not connect to any other plats, utilities or public roads in the City and is essentially an island surrounded by private property.

City staff has met with the Developers of Neighborhood 6 to identify what roads and utilities need to be completed and dedicated to the City in order to connect Neighborhood 6-3 to the existing City roads and utilities. The Developers have submitted a road dedication plat so that they may construct and dedicate these roads and utilities as required to access Neighborhood 6-3.

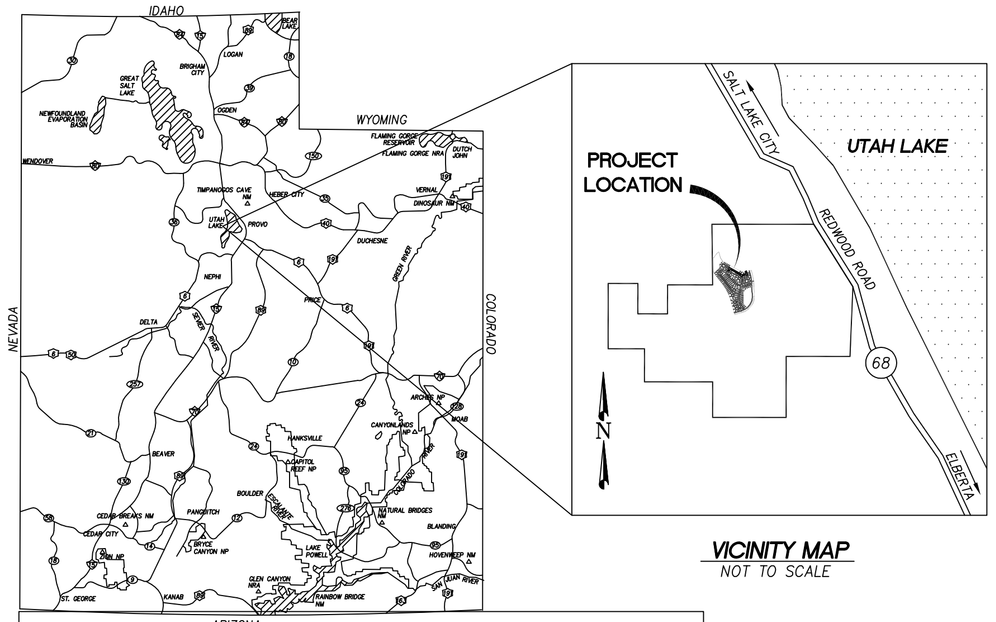
C. Analysis:

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.

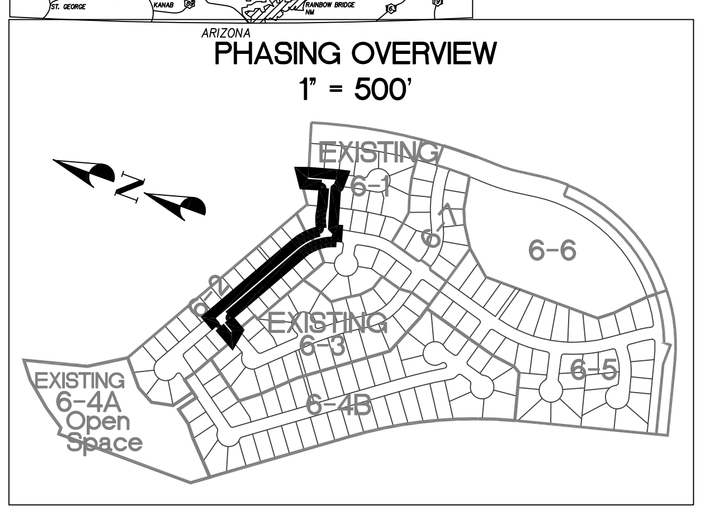
Recommendation: Staff recommends that the City Council approve the road dedication plat for The Village of Fox Hollow - Neighborhood 6-1, 6-2.

THE VILLAGE OF FOX HOLLOW NEIGHBORHOOD 6-1, 6-2 ROAD DEDICATION PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



VICINITY MAP
NOT TO SCALE



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)

CENTER LINE CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHD BEARING	CHORD
C1	188.19'	250.00'	43°07'45"	98.80'	N38°56'39"W	183.78'
C2	119.00'	250.00'	27°16'23"	60.65'	N46°52'21"W	117.88'
C3	34.59'	250.00'	7°55'41"	17.32'	N29°16'18"W	34.57'
C4	34.59'	250.00'	7°55'41"	17.32'	N21°20'37"W	34.57'
C5	44.43'	250.00'	10°10'58"	22.27'	S69°47'01"W	44.37'
C6	41.21'	2297.00'	1°01'41"	20.61'	N13°54'45"W	41.21'
C7	40.21'	2297.00'	1°00'11"	20.11'	N14°55'41"W	40.21'
C8	72.30'	2297.00'	1°48'12"	36.15'	N16°19'53"W	72.30'
C9	23.58'	200.00'	83°24'46"	10.69'	S77°47'05"W	15.97'
C10	153.73'	2,297.00'	3°50'14"	76.89'	S15°18'57"E	153.70'

CENTER LINE TABLE

CURVE	LENGTH	BEARING
L1	37.23'	S64°41'32"W

PLAT NOTES

1) Plat must be recorded within 24 months of approval by City Council. 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 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) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }
County of Utah } S.S.
On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

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

NOTARY PUBLIC — RESIDING IN _____ COUNTY — MY COMMISSION EXPIRES

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }
County of Utah } S.S.
On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

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

NOTARY PUBLIC — RESIDING IN _____ COUNTY — MY COMMISSION EXPIRES

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 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 Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 705.00 feet, North 00°17'21" East along the section line and 725.44 feet, South 89°42'39" East from the Southwest Corner of said Section 12, and running thence North 29°29'28" East, 56.00 feet; thence South 60°30'32" East, 527.56 feet to a 278.00-foot radius curve to the right; thence southeasterly 132.33 feet along the arc of said curve through a central angle of 27°16'23" (chord bears South 46°52'21" East, 131.08 feet), to a 12.00-foot radius curve to the left; thence southeasterly 17.19 feet along the arc of said curve through a central angle of 82°04'19" (chord bears South 74°16'18" East, 15.76 feet); thence North 64°41'32" East, 1.02 feet to a 278.00-foot radius curve to the right; thence northeasterly 49.41 feet along the arc of said curve through a central angle of 10°10'58" (chord bears North 69°47'01" East, 49.34'), thence North 74°52'30" East, 139.82' feet to a 12.00-foot radius curve to the left; thence northeasterly 18.91 feet along the arc of said curve through a central angle of 90°18'17" (chord bears North 29°43'22" East, 17.02 feet) to a 2269.00-foot radius curve to the left; thence northwesterly 71.42 feet along the arc of said curve through a central angle of 01°48'12" (chord bears North 16°19'53" West, 71.42 feet) to a 172.00-foot radius curve to the left; thence northwesterly 20.28 feet along the arc of said curve through a central angle of 06°45'23" (chord bears North 20°36'40" West, 20.27 feet) to the boundary line of Fox Hollow Neighborhood 3B Plat; thence along said boundary North 66°00'38" East, 56.00 feet) to a 228.00-foot radius curve to the right; thence southeasterly 26.89 feet along the arc of said curve through a central angle of 06°45'23" (chord bears South 20°36'40" East, 26.87 feet) to a 2325.00-foot radius curve to the right; thence southeasterly 155.60 feet along the arc of said curve through a central angle of 03°50'04" (chord bears South 15°18'57" East, 155.57 feet); thence South 76°36'06" West 56.00 feet to a 12.00-foot radius curve to the left; thence northwesterly 19.21 feet along the arc of said curve through a central angle of 91°43'35" (chord bears North 59°15'42" West, 17.22 feet; thence South 74°52'30" West, 138.83 feet to a 222.00-foot radius curve to the left; thence southwesterly 39.45 feet along the arc of said curve through a central angle of 10°10'58" (chord bears South 69°47'01" West, 39.40 feet); thence South 64°41'32" West, 1.02 feet to a 12.00-foot radius curve to the left; thence southwesterly 17.19 feet along the arc of said curve through a central angle of 82°04'19" (chord bears South 23°39'23" West, 15.76 feet); thence South 72°37'14" West, 56.00 feet to a 222.00-foot radius curve to the left; thence northwesterly 167.11 feet along the arc of said curve through a central angle of 43°07'45" (chord bears North 38°56'39" West, 163.19 feet); thence North 60°30'32" West, 447.56 feet to a 12.00-foot radius curve to the left; thence southwesterly 18.85 feet along the arc of said curve through a central angle of 90°00'00" (chord bears South 74°29'28" West, 16.97 feet); thence South 29°29'28" West, 68.00 feet to the boundary line of Fox Hollow Neighborhood 6-3; thence along said boundary North 80°09'46" West, 59.46 feet; thence North 29°29'28" East, 88.00 feet to a 12.00-foot radius curve to the left; thence 18.85 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 15°30'32" West, 16.97 feet to the point of beginning.

Contains 1.53 acres, more or less.

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 6-1,6-2 ROAD DEDICATION PLAT

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____

RICHMOND AMERICA HOMES OF UTAH — SCP FOX HOLLOW LLC

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 THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC.
THIS_____DAY OF_____A.D. 20_____ .

CITY MAYOR — ATTEST — CITY RECORDER (SEE SEAL BELOW)

QUESTAR GAS COMPANY

APPROVED THIS
_____ DAY OF _____,A.D. 20____

QUESTAR GAS COMPANY

ROCKY MOUNTAIN POWER

APPROVED THIS
_____ DAY OF _____,A.D. 20____

ROCKY MOUNTAIN POWER

COMCAST CABLE TELEVISION

APPROVED THIS
_____ DAY OF _____,A.D. 20____

COMCAST CABLE TELEVISION

QWEST

APPROVED THIS
_____ DAY OF _____,A.D. 20____

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

PREPARED FOR

SCP FOX HOLLOW.
1148 W Legacy Crossing Blvd
Centerville UT 84104

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" 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.

SHEET NO
1/2

THE VILLAGE OF FOX HOLLOW NEIGHBORHOOD 6-1,6-2 ROAD DEDICATION PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR OF RECORD:
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

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

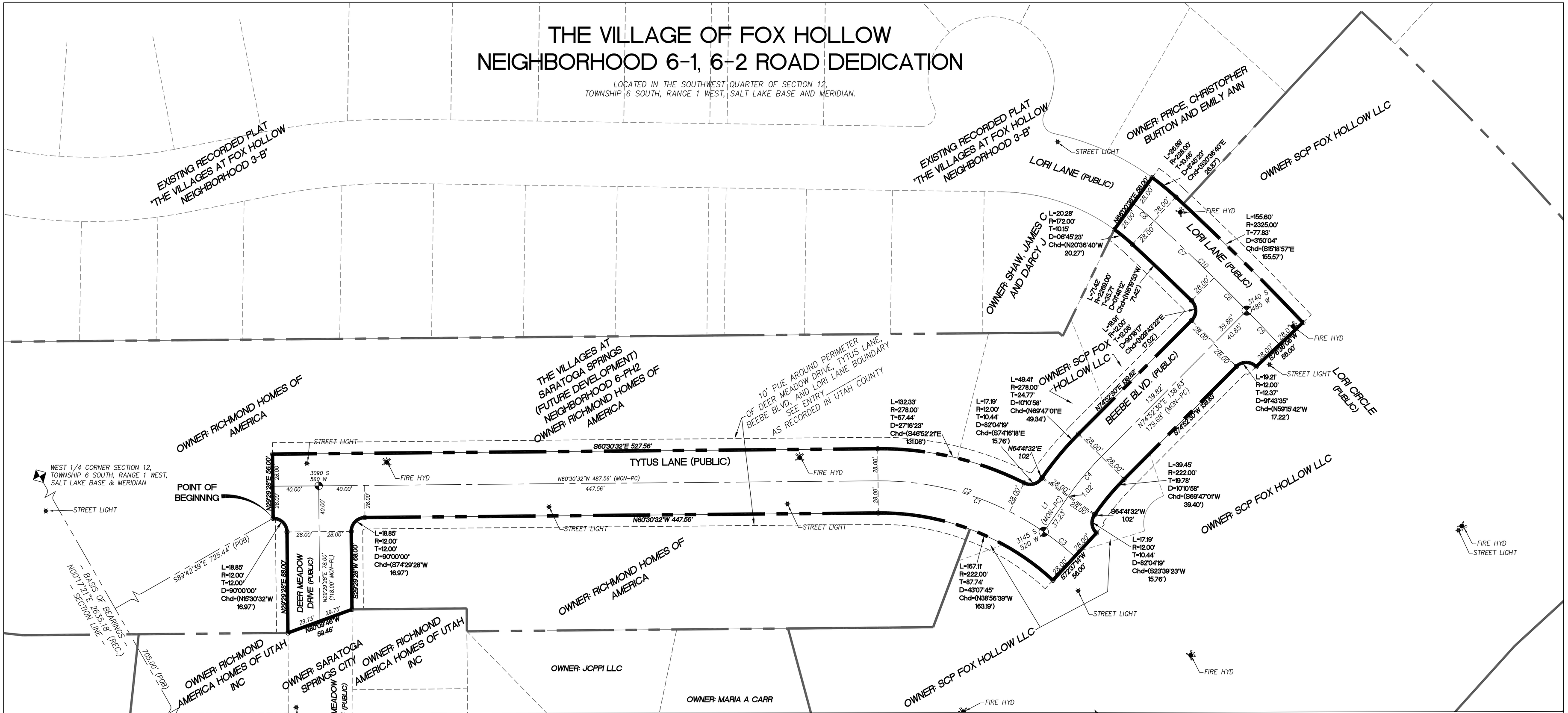
APPROVED BY POST OFFICE REPRESENTATIVE ON THIS
_____ DAY OF _____,A.D. 20____

LEHI CITY POST OFFICE

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

THE VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 6-1, 6-2 ROAD DEDICATION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



PHASING OVERVIEW
1" = 500'

LEGEND

- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- REBAR AND CAP TO BE SET
- NEW FIRE HYDRANT
- NEW STREETLIGHT
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- DRAINAGE EASEMENT (20' REAR. 10' SIDES) DRAINAGE TO GO OVER SIDEWALK TO STREET.
- 30%-40% SLOPES
- 40%-50% SLOPES
- C156 — CURVE (SEE CURVE TABLE)
- 3165 S 490 W — MONUMENT

40 0 40 80
SCALE IN FEET
1"=40' (24"x36" SIZE ONLY)

SEE SHEET 1 FOR CURVE AND LINE TABLES

SHEET NO 2/2

SURVEYOR OR RECORD;:

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

PROJECT ENGINEER

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultinllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

City Council
Staff Report

Author: Andrew Burton, Chief of Police

Subject: Revisions to the Police Services Contract with Bluffdale City

Date: March 17, 2015

Type of Item: Resolution

Summary Recommendations: Staff recommends approval of the attached resolution adopting a revision to the Police Services Contract with Bluffdale City.

Description:

A. Topic: Change to the contract amount to cover personnel additions and changes.

B. Background: Bluffdale City wishes to amend the police services contract to add one full time police officer effective April 1, 2015, increase the hours of their part time records clerk from 20 hours to 25 hours per week effective March 1, 2015, and change the rank of their precinct supervisor from a Corporal to a Sergeant effective March 1, 2015.

C. Analysis: The Bluffdale Precinct of the Saratoga Springs City Police Department has experienced a serious growth in police service requirements during the current fiscal year. The Bluffdale City Council in its meeting on February 25, 2015, approved the amendment to the contract and authorized the additional funding to support the requested changes. The requested additional funding amount of $25,228.81 will cover all costs associated with the requested changes (as of the dates requested for the changes) through the end of the fiscal year. The changes will not only support the Bluffdale Precinct operations, but support the police department as a whole as less direct support from the police department headquarters will be required, as the Bluffdale Precinct will be better able to support its own operational requirements. The changes offer support in both the sworn and support areas of the police department. Page 3 of this staff report shows the cost figures and explanation. Page 4 shows the Exhibit from the current contract, with proposed changes highlighted.

D. Department Review: City Manager and City Attorney.

Alternatives:

A. Approve the Resolution with changes

B. Deny the Resolution

C. Continue the Item

Significant Impacts: The change to the contract supporting additional manpower in the Bluffdale Precinct will directly support and improve the operations of the police department as a whole and result in less direct support required from the police department headquarters to the Bluffdale Precinct.

Consequences of Not Taking the Recommended Action: The police services in Bluffdale will be negatively impacted and the police department headquarters will continue to have to support the operations not covered by the addition of new personnel.

Recommendation: Staff recommends approval of the resolution adopting the revision to the Police Services Contract with Bluffdale City.

2104-15 Bluffdale Police Contract Adjustments effective March 1, 2015 and April 1, 2015:

Convert the Corporal position to a Sergeant position effective March 1, 2105. The current contract charges Bluffdale $91,804 for a precinct supervisor (Corporal). The current contract specifies a cost of $101,758 for a Sergeant position. The difference is $9,954, which is $191.42 per week. With an effective date of March 1, 2105, it leaves 17.68 weeks in the fiscal year for a total of $3,384.36 additional cost. Line 4 of the current contract price list will be amended to a total of $95,188.36.

Change the records clerk from 20 to 25 hours per week effective March 1, 2015. The cost of the part time records clerk is $16.34 per hour. Adding 5 hours a week for 17.68 weeks at $16.34 is $1,444.46. Line 6 in the current contract price list will be amended to a total of $18,437.46.

Add one new patrol officer effective April 1, 2105. The current contract specifies that the salary and benefits cost for an officer is $81,600. The cost for adding one officer for 25% of the year (April 1st through June 30th) is $20,400. Line 1 of the current contract price list will be amended to reflect 4.25 officers and at a total of $346,800.

Corporal to Sergeant Upgrade:	$3,384.36
Additional Clerk Hours:	$1,444.46
New Patrol Officer:	$20,400.00
TOTAL ADDITIONAL AMOUNT	**$25,228.81**

TOTAL NEW CONTRACT PRICE:

The above listed adjustments were approved by the Bluffdale City Council on February 25, 2015.

Contract Price for Law Enforcement Services to the City of Bluffdale for 2014-2015

1. (4) Full-Time Police Officers (Salaries & Benefits) 4 x $81,600 = $326,400
(5) Full-time Officers effective April 1, 2015, New amount: $346,800

2. (1) Full Time Investigator (Salary & Benefits) = $81,600

3. (1) Full-Time Commercial Truck Enforcement Officer = $81,600

4. (1) Full-Time Patrol Supervisor/Investigator (Salary & Benefits) = $91,804
(Precinct Sergeant: New amount: $95,188.36)

5. (1) Full-Time Patrol Sergeant (Salary & Benefits) = $101,758

6. (1) Part-Time Records Clerk (Salary) = $16,993 (New amount: $18,437.46)

7. (2) Part Time Reserve Officers (Salary) = $10,000

8. Overtime Pay = $20,000

9. Uniform Costs

a. Sworn Uniform Allowance @ $90.00 per month x 12 Months x 7 officers = $7,560

b. Civilian Uniform Allowance @ $22.50 per month x 12 months x 1 clerk = $270

10. Volunteer Uniforms and Equipment = $1,742

11. Consumable Supplies = $3,000

12. Professional Contractual Services (includes Disp. Fees, lab costs, etc.) = $108,000

13. Spillman Records Management Systems Maintenance fees = $2,166

14. Cellular telephone fees = $2,310

15. UCAN fees = $3,990

Total fees for police services to the City of Bluffdale = $859,193
New Total Amount: $884,421.81

RESOLUTION NO. R15-11 (3-17-15)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS CITY, UTAH ADOPTING A REVISION TO THE POLICE SERVICES CONTRACT WITH BLUFFDALE CITY.

WHEREAS, the City Council previously adopted and approved a contract with Bluffdale City, Utah to provide law enforcement services; and,

WHEREAS, the City Council has determined that amendments to the contract need to be made to accommodate requested personnel adjustments and additions; and

WHEREAS, the City Council has reviewed the attached Staff Report and agrees with its findings; and,

WHEREAS, the Bluffdale City Council in its meeting of February 25, 2015 has approved the requested changes and funding; and,

WHEREAS, the City Council finds that it is in the best interests of the public health, safety, and welfare that the attached changes to the Police Services Contract with Bluffdale City be approved.

NOW THEREFORE, be it resolved by the Governing Body of the City of Saratoga Springs, Utah, that:

1. The revisions to the Police Services Contract requested by the Saratoga Springs City Police Department and Bluffdale City are hereby approved and adopted.

2. The document attached as Exhibit A shall amend the currently approved contract.

3. This resolution shall take effect immediately upon passage.

Passed this 17th day of March, 2015.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

City Council
Staff Report

Author: Andrew Burton, Chief of Police

Subject: Revisions to the Personnel Policy and Procedures Manual

Date: March 17, 2015

Type of Item: Resolution

Summary Recommendations: Staff Recommends approval of the attached resolution adopting a revision to the Personnel Policies and Procedures Manual.

Description:

A. Topic: Minor change to the Personnel and Policy Procedures Manual with respect to reimbursable overtime pay.

B. Background: The Saratoga Springs Police Department, and occasionally other city departments, are requested to work special overtime shifts to support operations at the schools (i.e., Westlake High School), to conduct DUI and other traffic safety enforcement shifts, and support Task Force/special investigations units, or for other purposes. Not only do these shifts give the police department extra manpower and support the local community (in the case of the school shifts), they often give the officers additional experience and relationship building opportunities (in the case of the task force and DUI shifts). Some similar benefits can be realized by other departments on occasion as well. The overtime pay for these shifts is reimbursed to the City. However, in most cases the police department may not request reimbursement from the paying entities for these shifts unless the officers are actually paid overtime rates for the shifts. Under current policy if an employee works any overtime and also takes Personal Time Off (PTO) during the same pay period, the overtime hours worked are reduced by the number of hours of PTO taken. The police or other departments are not then able to request reimbursement under the rules of the reimbursement programs. Officers are reluctant to sign up for the extra shifts if they know they will be taking PTO since they will not be paid for the extra shifts. We then lose the opportunity for the funding that would give us extra manpower on the street as well as jeopardize our standing in the community. For example, if we cannot get officers to work the special shifts at the schools, the school will hire officers from other agencies.

C. Analysis:
You will find a complete copy of the proposed change to the Personnel Policies and Procedures Manual attached to this staff report. The change is highlighted in red for your convenience. The change proposes to allow reimbursable overtime pay to be paid even when an officer or other

employee takes PTO during the pay period when the reimbursable overtime is worked when approved by the City Manager. As worded currently, the change makes it applicable to all city employees.

D. Department Review: Human Resources, City Attorney, and City Manager.

<u>Alternatives</u>:

A. Approve the Resolution with changes

B. Deny the Resolution

C. Continue the Item

Significant Impacts: The change identified has come from real situations the police department has experienced. We have had difficulty getting officers to sign up for special shifts because they know they will not receive any extra pay for the special shifts.

Consequences of Not Taking the Recommended Action: The police department may have difficulty in filling special shifts at the schools and will experience the loss of additional manpower provided through the extra duty reimbursable shifts.

Recommendation: Staff recommends approval of the resolution adopting the revision to the Personnel Policies and Procedures Manual.

(See applicable section with changes on next page)

REVISIONS TO PERSONNEL POLICIES AND PROCEDURES MANUAL

9. OVERTIME PAY.

A. For Police Officers, overtime pay applies for over eighty (80) hours worked in a work period consisting of fourteen (14) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

B. For firefighters, overtime pay applies for over two hundred twelve (212) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

C. For employees who are not Police Officers or Firefighters, overtime pay applies for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

F. Paid time off (PTO) and short-term medical leave (STM) do not count as hours worked and do not contribute towards overtime calculations. This policy does not apply in situations where the overtime pay is fully reimbursed to the City and the City Manager's approval is obtained. In those cases, employees may take PTO and still be paid the overtime pay if the overtime is fully reimbursed by an outside agency or entity for the special activity and shift (such as a DUI shift worked by a police officer that is fully reimbursed to the City by the State of Utah) and the employee was not previously assigned to work during the special activity or shift. Any abuse of this policy shall subject the employee to discipline.

G. Holiday Pay. The following pertains to full-time employees:
(1) Police Officers receive regular straight-time pay for the time worked, plus 10 hours of holiday pay. Holiday pay hours are not considered as hours worked and do not count towards overtime hours.
(2) Firefighters receive 120 hours of holiday leave time to be used in lieu of Holidays. Holiday hours are given on the first pay period of July and do not rollover from year to year. Any holiday hours unused after the last 75 pay period of June will be forfeited. Holiday pay hours are not considered as hours worked and do not count towards overtime hours. Unused holiday
hours for firefighters do not get paid out when an employee leaves employment with Saratoga Springs.
(3) For employees not engaged in Public safety activities, employees are given the holiday off and paid straight-time for those hours. Holiday hours do count as hours worked and count towards overtime.

H. In order to provide necessary staffing on certain holidays, part-time firefighters shall receive pay at one and one-half (1.5) times the regular hourly rate for any time worked on the following holidays: New Year's Day, Independence Day, Thanksgiving, Christmas Eve, and Christmas Day.

I. Overtime shall be approved by the City Manager, or designee, in writing before worked, except for Public safety activities, such as Law Enforcement Officers and Firefighters. Public safety activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible with the overtime worked. Overtime shall be authorized for personnel only when necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.

RESOLUTION NO. R15-12 (3-17-15)

A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH ADOPTING A REVISION TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Resolution R14-48 (11-18-14), a resolution adopting a revised Personnel Policies and Procedures Manual for the City of Saratoga Springs; and,

WHEREAS, the City Council has determined that amendments to the personnel regulations previously adopted need amendments; and

WHEREAS, the City Council has reviewed the attached Personnel Policies and Procedures Manual revision, which modifies the overtime policy related to fully-reimbursable overtime shifts; and

WHEREAS, the City Council finds that the revision furthers the public health, safety, and welfare.

NOW THEREFORE, be it resolved by the Governing Body of the City of Saratoga Springs, Utah, that:

1. The modified language in the attached document entitled, "Revisions to Personnel Policies and Procedures Manual", is hereby adopted.

2. As shown, the attached document shall modify the previous wording of the Personnel Policies and Procedures Manual adopted on November 18, 2014.

3. This resolution shall take effect immediately upon passage.

Passed this 17th day of March, 2015.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

City Council
Staff Report

Author: Andrew Burton, Chief of Police

Subject: Support and Appointment of the Chief of Police as a member of the Salt Lake Valley Police Alliance (VPA).

Date: March 17, 2015

Type of Item: Resolution

Summary Recommendations: Staff Recommends approval of the attached resolution supporting and appointing the Chief of Police as a member of the Salt Lake Valley Police Alliance (VPA).

Description:

A. Topic: Support and appoint the Chief of Police as a member of the VPA.

B. Background: Chief Burton has participated as a member of the Salt Lake Valley Police Alliance since becoming the Chief of Police. This membership is in support of activities for the Bluffdale Precinct. Bluffdale lies mostly within Salt Lake County. There are also several benefits to the City of Saratoga Springs including professional contacts and relationships for investigative and intelligence purposes, training opportunities, a VPA sponsored cooperative purchasing capability and other benefits. The VPA has ratified Chief Burton as a member. However the VPA also requires that the governing body of the jurisdiction involved support and appoint the Chief by resolution.

C. City Department Review: City Manager and City Attorney.

Alternatives:

A. Approve the Resolution with changes

B. Deny the Resolution

C. Continue the Item

D. Do Nothing

Recommendation: Staff recommends approval of the resolution.

RESOLUTION NO. R15- 13 (3-17-15)

RESOLUTION SUPPORTING THE CHIEF OF POLICE AS A MEMBER OF THE SALT LAKE AREA VALLEY POLICE ALLIANCE

WHEREAS, the Chief of Police of the Saratoga Springs Police Department also serves as the Chief of Police for Bluffdale City by contract and Bluffdale City lies within Salt Lake County; and,

WHEREAS, the Chief of Police of the Saratoga Springs Police Department has been appointed and ratified as a member of the Salt Lake Area Valley Police Alliance by that organization; and,

WHEREAS, the Chief of Police of the Saratoga Springs Police Department is active in creating professional relationships and partnerships across the State of Utah as needed in support of police department operations; and

WHEREAS, the Governing Body has reviewed the attached Staff Report and supports the Chief of Police in his efforts to represent Saratoga Springs and Bluffdale Cities in professional law enforcement organizations, and,

NOW THEREFORE, be it resolved by the City Council of the City of Saratoga Springs, Utah, that:

1. The Chief of Police be supported and appointed as the official representative of the Saratoga Springs Police Department and its Bluffdale Precinct to the Valley Police Alliance.

2. This resolution shall take effect immediately upon passage.

Passed this 17th day of March, 2015.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

City of Saratoga Springs
City Council Meeting
March 3, 2015

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

Work Session Minutes

Present:

Mayor: Jim Miller

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

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

Others: Chris Porter Jennifer Klingonsmith, Matt Chamberlain, Tom Reid, Matt Hazelton, Robert Barclay, Deklin Clark, Dylan Cosart, Ryan Chamberlain, Elijah Gossard, Tucker Butler, Amber Blasdell

Call to Order 6:33 p.m.

1. **Discussion of design changes to Shay Park.**

Mark Edwards brought a spreadsheet to talk about the costs for the park. For the Train it needs to be re-graded and re-engineered. He gave them some options to think about in amenities to choose or not for the first phase.

Councilwoman Baertsch asked if he would go over some questions she had shared with him earlier.

Mark Edwards highlighted a few of the items and their estimated costs. Lighting, sod, hardscape, waterways, landscaping trees He said these are the engineer's estimates or probable costs they have used regularly for the past year or two.

Councilman McOmber looks at the costs for landscaping and he wonders what type of warranty they get with that.

Councilman McOmber was concerned that a contractor would pull this document and bid the high amount.

Mark Edwards replied that this is a worst case scenario; we would rather over estimate than underestimate.

Councilwoman Baertsch asked if seed would be a better cost than sod and if a fence to protect it was included in the cost.

Mark Edwards said the cost includes a contractor to maintain it. He doesn't' believe it includes a fence but we would expect that their maintenance would include what was needed. It does include the growing period. With the sod there are ways to bring the cost down, e.g. buying the sod themselves and installing it themselves. They could do that with the trees also. In order to keep under the 2 million they would need to cut the amenities. Any kind of retrofit would have to destroy something to make something new.

Councilman Poduska thought that it would be better to do the work up front then to pay out twice. We did this with Neptune Park and we have not regretted this. He thinks Shay Park will be the same.

Councilman McOmber agrees that we should do it. With Neptune we had some volunteer projects to help and we could do that again. It allows for more ownership in the park. To remobilize doesn't make sense.

Councilman Willden agrees, we should do this right. We need to know fully what is within our impact fees and if we have other options that we can put in place. He feels it's hard to make that decision.

Mark Edwards said we have a little less than 2 million because we have already spent some design fees.

Mark Christensen asked what Mark Edwards was asking for, an increase of how much.

Mark Edwards replied that it depended on what direction the Council wanted him to go on amenities.

Jeremy Lapin thought the 2 million was pretty close to what they had available.

Councilman Poduska thought we could approach it like Neptune Park and decided what was needed and what things could wait. He would recommend both halves of the parking lot be finished at the beginning. Once they have a sense of the essentials they need, then everything else is extra, the legislative body could decide what to phase in a year from now or as soon as possible.

Councilman Willden made a suggestion to give general concepts now and then Mark could meet with the parks committee later to decide which amenities are priority.

Councilwoman Baertsch said we need to decide if in the end we are willing to spend the extra amount needed to put the train in. Do we want to do the bridge or not and the train now or not.

Mayor Miller commented that in a lot of other projects they have bid the basic park to see where we were at in costs. No matter what we do there is a limited amount of money, and if we put more in one area we are taking it away from another.

Mark Edwards indicated that they needed to know what Council would be willing to budget.

Councilwoman Call felt the council was willing to spend the difference but we need to know what that difference is. Also if we could see the difference between what it would cost now and what it would cost later that would help.

Mark Edwards said they could put together another list of amenities but now they need to say yes or no on the re-engineering and grading.

Councilmembers were all generally in favor of the upgraded engineering.

Councilman McOmber wanted to know why we would need a pavilion if there was no playground equipment.

Mark Edwards replied that these areas are meeting places for neighborhoods or other groups to meet. He thinks they are a key element.

Councilman McOmber asked if we had any parks without a playground and how much do they get used without a playground.

Mark Edwards noted a few and thought they were well used.

Mark Christensen thought the concept of a pavilion could be phased later if that was the preference of the group.

2. Agenda Review: - Not discussed during Work Session.

a. Discussion of current City Council agenda staff questions.

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

3. Reports: - Not discussed during Work Session.

a. Mayor.

b. City Council.

c. Administration communication with Council.

d. Staff updates: inquires, applications and approvals.

Adjourn to Policy Session 7:13 p.m.

_____ _____

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: Scott Langford, Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Chelese Rawlings, Jess Campbell, Andrew Burton, Nicolette Fike, Roger Williams

Others: Chris Porter Jennifer Klingonsmith, Matt Chamberlain, Tom Reid, Matt Hazelton, Robert Barclay, Deklin Clark, Dylan Cosart, Ryan Chamberlain, Elijah Gossard, Tucker Butler, Amber Blasdell, Spencer Boren, Curtis Leavitt, Bruce Baird, Gregg Ward, Jackson Ward, Dave Fike, Sean Fike, Carter Traveller, Caleb Dougal, Jayden Yates, Tyler, Paul Raymond, Andrea Sievers, Jax and Judy Baird, Tyler Ackley, Lindley Craig, Cody Draper, Isaac Draper, Brian DeVries, Jake DeVries

Call to Order 7:13 p.m.
Roll Call - Quorum was present
Invocation / Reverence - Given by Councilman Poduska
Pledge of Allegiance - led by Councilwoman Baertsch

Public Input – Opened by Mayor Miller

Jennifer Klingonsmith wanted to share some information about horticulture for the parks. She said that the 2 1/2 inch trees are usually balled and burlaped and they have a higher rate of failure than container grown trees which tend to adjust to their living space better. Amending holes for trees is usually discouraged so that trees get used to the soil they are planted in, as long as it is loosened. Bringing in Topsoil is discouraged as opposed to bringing in a few inches of compost material that would be tilled in to improve the native soil. She thinks it's a great idea to use volunteers for helping with the new park.

Spencer Boren is looking at doing an Eagle Scout project and he is focusing on litter above the Harvest Hills area. He wants to focus on preventing as well as repairing the damage and he is wondering if he could post signs to not dump in the area.

Mayor Miller directed staff to work with him.

Public Input - Closed by Mayor Miller

Awards, Recognitions and Introductions

- Chief Burton was here to recognize and promote Officer Roger Williams. They ran a promotional exam with 6 phase test and Officer Williams came out as number one on the section for Corporal. He is being promoted to the rank of Corporal. He received stripes for his uniform and a new badge, which his wife pinned on. Chief Burton said they were very fortunate to have Corporal Williams as part of their team.

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.**

Changes for the minutes were sent in by Councilman Willden, Councilwoman Baertsch, and Councilwoman Call.

Jeremy Lapin noted that for Mallard Bay there was a new document in their dropbox and there was a need to upsize a pipe in the area. This will allow them to defer the more expensive project later on.

Councilwoman Baertsch asked if it affected their consideration for final plat.

Jeremy Lapin replied it would not; it was an existing waterline and alignment. He would bring in the actual agreement at the next available meeting. The developers may have some construction starting prior to the actual agreement and he wanted to make sure that they were ok with it.

Councilwoman Baertsch said where she hasn't seen the new agreement she wanted to make sure it wasn't affecting the layout of the plat.

Jeremy Lapin reassured her that it would not affect the plat.

Councilwoman Call is ok with him working on it but so long as the applicant knows it is not guaranteed.

Jeremy Lapin replied the agreement will have these costs as estimate and proof of invoicing. He wanted to make sure the construction drawings showed it. And he will let them know it is pending on approval.

Mark Christensen would like to point out that they felt this was a change that was a good investment.

Jeremy Lapin said likely some of the other plats in this area will also need to see some upsizing.

Motion made by Councilwoman Baertsch to approve Consent Calendar including items a. rebid for the South Secondary Well. Resolution R15-7 (3-3-15). **Approval of the Final Plat and Phasing Plan Revisions for Mallard Bay Plat 1. Resolution R15-8 (3-3-15). Minutes from January 27, 105, February 17, 2015, and February 24, 2015 with previously emailed changes. Including all staff findings and conditions. Seconded by Councilwoman Call**

Councilwoman Call asked the Attorney for clarifications on the Judges Appointment. In item 3, she assumes it means the following paragraph and wonders if it needs clarification there. In number 5 it doesn't say subject to any policy.

Kevin Thurman commented that he would hesitate to make any changes without it being on the screen, and we could wait on that.

Councilwoman Baertsch **amended the motion to table item b.**

Councilwoman Call seconded the amendment

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

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.

Councilwoman Call said there was an outstanding question and she hasn't been able to get in touch with that party involved and she felt more comfortable to table the item.

Motion made by Councilwoman Call to table 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 along with resolution R15-9. Second by Councilman Poduska. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

3. Consideration and Possible Approval of Road Dedications for Swainson Avenue and Wildlife Boulevard.

Jeremy Lapin noted that per the MDA of the Villages these are roads that must be completed to allow platting in several neighborhoods.

Councilwoman Call thanked staff and commented how it was a bigger deal than it looked. This gives us a second north - south corridor in the area.

Jeremy Lapin indicated that the MDA does give them options for reimbursements. They have not presented anything yet but they may. There may be a pioneering agreement in the future. The secondary water line in this area should give some benefit to secondary pressure south of here.

Mark Christensen noted they are near completing this task and the secondary pond in zone 3, with the completions of these they will start to see the dominoes falling in the area which will allow other neighborhoods to come and be recorded.

Councilwoman Baertsch clarified that this is all according to the previous MDA, it is not changing it.

Councilman McOmber is glad to see this come through; he asked if in neighborhood 4 they were held to this engineering standard. He wanted to make sure the park had the access and across into the neighborhood He didn't want to see access points offset from each other.

Jeremy Lapin said when they dedicate the park to us we would be able to design access points where we need them. They didn't want to get locked into anything now; they will bring the items in as needed.

Mark Christensen noted that they have a lot of dirt to remove and this entrance was strategically placed so it won't deteriorate with all the earth movement. They wanted to make sure they hauled in and out at this site.

Councilman McOmber responded that as long as they weren't limited to that one access he is amenable to it.

Jeremy Lapin said they will have to keep that in mind as they look at plans for neighborhood 4.

Motion made by Councilwoman Baertsch to approve Road Dedications for Swainson Avenue and Wildlife Boulevard including all staff findings and conditions. Seconded by Councilman McOmber. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

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.

Kimber Gabryszak reviewed the application. The applicant is requesting approval of an Annexation and Rezone, and a Master Development Agreement (MDA) to accompany the annexation for the Springs Development. There was a mistake in the notice and they will be doing that again but this hearing will carry forward tonight.

Councilwoman Call asked since the mistake was not made by the city, would the applicant pay for the re-notification.

Kimber Gabryszak replied they would look into it. The annexation proposal includes connecting parcels to the applicant. She noted the concept for the MDA. The applicants are applying for zones which currently exist in the city. They are asking for higher density in some zones to allow for flexibility in configuration, but will most likely not be those high of densities. The proposal is for 1770 ERU's. She noted the other parcels that would be annexed. 3 parcels are requesting to be annexed as industrial zone. The others would be annexed as agricultural. The industrial parcel is requesting a blast buffer zone of 2000 ft. staff is not recommending the 2000' buffer. Camp Williams has provided some suggestions for the area to insure adequate buffers. She reviewed Planning Commission recommendations. Staff recommends that Council continue the item to the next meeting.

Bruce Baird said they were working with the City Engineer to get their items finished up. He has been working with the City Attorney on finishing the MDA. They are being careful about the ERU caps. They have installed seismic devices to monitor the blasts from the neighboring parcels and they will determine the actual levels and deal with it on and ongoing process. They are happy to work with Camp Williams and they will be willing to put sound walls near the firing areas. They will do what they can. They did design the plan with the JLUS study in mind. They will continue to work in good faith with the National Guard.

Kevin Thurman did clarify that the protest period was 30 days so it will be held on the 21st of April.

Public Hearing - **Opened** by Mayor Miller

Cpt. Andrea Sievers, Camp Williams, understood the challenges they have to work with. Her job as an analyst is to do homework on everything that boarders Camp Williams. She is concerned that it is so close to the firing points and shrapnel is potentially in those areas. She believes the artillery will shake the ground more than the gravel pit. They are also concerned with the fire mitigation. They are working on solutions and compromising with other cities and are building a trail to help with the mitigation along other cities. That city is not maintaining them; it is just raw land that can be used as a trail and acts as a buffer. She doesn't think that a sound wall would help with sound. They are for development but it needs to be the right kind. They have a lot of night training so the JLUS is a concern.

Paul Raymond, Camp Williams, commented that they aren't trying to throw all the concerns on the developer but doing all they can to help and look at options on their side of the fence as well.

Andrea Sieveres just wanted to make sure that everyone was aware of what was going on.

Public Hearing - Closed by Mayor Miller

Councilman McOmber appreciated the comments made from Camp Williams. Council has similar concerns and they hope they will continue to work with the developer. One of the problems with most of the City is that they border on an urban interface. It is something they take seriously in the City. He appreciated the comments about wildfire. He appreciates that the densities are lower. On the road coming into The Springs he mentioned that it would be nice if there were an interchange like a roundabout, that comment may be preliminary but it's feedback he has gotten already.

Councilman Willden thanked him for coming in with lower ERU's. He appreciates them working with Camp Williams and appreciated the input from Camp Williams. He is not supportive of a 2000 ft. buffer. He appreciates the standards zoning and not PC zoning. Over all it's a good product and they have put the densities in the appropriate areas.

Councilwoman Baertsch noted we have been looking at the JLUS very carefully and they have passed the military overlay zone within a half mile buffer in that area. She is interested in what will happen with the seismic sensors. She thanked them for bringing up the fire issues. They now have what they need to help, one item is the ACUB (Army Compatibly Use Buffer) with the option to put an easement or purchase a buffer zone along Camp Williams. Her understanding is that Herriman has started putting a trail all around Camp Williams, that is an option and she knows all the parties will work together to make it all work. She asked staff what the width was on the industrial requested parcels. She doesn't think they should allow expansion of mining in that area because they would be violating their own buffer. If they want to put an office business there than we could give them a business park/commercial/agricultural, something that in the future would be a better use and not allow the mining but allow what they are currently doing as a non-conforming preexisting use. She doesn't think they should have the right to request a zone that would further increase what they think they need as a 2000 foot buffer. She noted that they had talked about a business park area previously and she wondered where that was at.

Councilwoman Call echoed the comments about the buffer zone as "asinine and ridiculous." She appreciated the representatives from Camp Williams and their willingness to work with this. She appreciates Councilwoman Baertsch and her relationship with Camp Williams on behalf of the City. She is happy that the ERU's were reduced. She indicated that if she had to choose between extra open space and density, she would choose the lower density with just the required open space. If there was a way they could decrease some of the open space to what was required, she would like to entertain that, where it comes with a decrease in the amount of ERU's.

Councilman Poduska also had a difficult time with the HADCO properties request and would consider zoning office warehouse but not industrial. He didn't see a purpose in the buffer. He thinks the densities have worked out well coming in lower than what was allowable. He thinks it's getting close to being able to work on the particulars.

Bruce Baird noted they will keep working with the Guard and will monitor events and put walls where they need to. As to the fire concern, they will be compliant with the Wildland interface. They are amenable to

a dark sky ordinance. They appreciated the Guard considering moving the firing points, they will work with them to the maximum extent that they can. He noted that other jurisdictions are paying for the open space buffer, there are discussions on where to put the trails and how. Those properties are situated differently than this. He doesn't agree with the HADCO buffer. They will work with the Wildflower accesses. They will take a look at the densities vs. open space. They looked at the commercial possibilities and given the location and what is surrounding it they feel it would be highly unlikely to have commercial in the area, but if someone wanted to buy the commercial they would be happy to come in with a rezone. He felt personally that little pocket neighborhood commercial areas would be very valuable to the neighborhoods in the city. If they could find a way to do that here he would like to do that.

Motion made by Councilwoman Baertsch that based on the analysis of the City Council and information received from the public tonight, I move to continue to The Springs Annexation, Rezone, and MDA to the April 21st, 2015 meeting, with the following direction on additional information or changes needed to render a decision. With the changes that 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. Re-noticing in compliance with state and city requirements shall be done. Seconded by Councilman Willden

Councilman McOmber asked about the re-noticing, if they had to do another public hearing.
Kevin Thurman replied they did need to re-open the public hearing. He said under the statute if they could add to the motion that **they accept the notice of certification from the City Recorder.**
Councilwoman Baertsch **amended** the motion as stated.
Councilman Willden **accepted** the amendment

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

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.**

Kevin Thurman indicated that they forgot to put this ordinance with the packet earlier.

Motion made by Councilwoman Call to adopt 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. Seconded by Councilman Poduska. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Councilman McOmber asked when they finish with the annexation, if staff would work on making new large maps of the City boundaries to have for display.

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.**

Motion made by Councilman Willden 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. Seconded by Councilwoman Call. Aye: Councilman McOmber, Councilwoman Baertsch, Councilman Willden, Councilman Poduska and Councilwoman Call. Motion passed unanimously

Meeting Adjourn to Closed Session 8:36 p.m.

Closed Session

Present: Mayor Miller, Councilman Willden, Councilwoman Baertsch, Councilman McOmber (electronically), Councilwoman Call, Councilman Poduska, Mark Christensen, Kevin Thurman, Spencer Kyle, Owen Jackson, Kimber Gabryszak, Jeremy Lapin, Nicolette Fike

Closed Session Adjourned at 9:00 p.m.

Policy Meeting Adjourned at 9:00 p.m.

_____ _____

Date of Approval Mayor Jim Miller

_____

Lori Yates, City Recorder

City Council
Staff Report

Author: **Chelese M. Rawlings, Finance Manager**
Subject: **Budget Amendments**
Date: **March 17, 2015**
Type of Item: **Resolution**

Summary Recommendation: Staff recommends approval of the following by resolution amending the budget for the fiscal year 2014-15.

Description

A. Topic

This is the fifth budget amendment for the fiscal year 2014-2015.

B. Background

The first, second, third, and fourth budget amendments were brought to council and approved on September 16, 2014 and October 21, 2014, December 2, 2014, and January 20, 2015 respectively for fiscal year 2014-15. Attached is the detail of the requested budget amendments for this fifth budget amendment.

C. Analysis

Additional budgeted expenditures are detailed in the attached spreadsheet.

Recommendation: Staff recommends approval of the resolution amending the budget for the fiscal year 2014-15.

2014-2015 Budget Amendment Supplemental #5						
G/L Account	**Department**	**Description**	**Current FY 2015 Budget**	**New Budget Amount**	**Increase (Decrease)**	**Notes/Comments**
General Fund						
Expenditures						
10-4610-400	Library	Book Purchases	27,000	28,500	1,500	received 2 grants ($1000 from Target, $500 from State of Utah)
10-4150-510	Non-Departmental	General Liability Insurance	258,726	318,726	60,000	workers compensation premium higher than budget
Parks - Capital Projects Fund						
Expenditures						
32-4000-686	Parks	Shoreline Wetland Study	17,136	19,700	2,564	increased cost for study
Storm Drain Impact Fund						
Expenditures						
31-4000-659	Storm Drain	City Center Outfall	250,000	490,000	240,000	Bid over budget covered by fund balance
Water Fund						
Expenditures						
51-5105-936	Water Operations	Secondary Residential Meters	1,816,625	2,473,226	656,601	Cost of meters covered by bond revenue
					960,665	

RESOLUTION NO. R15-9 (3-17-15)

A RESOLUTION AMENDING THE CITY OF SARATOGA SPRINGS BUDGET FOR FISCAL YEAR 2014-2015 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend the City's current 2014-2015 fiscal year budget;

WHEREAS, pursuant to state law, the City Council has conducted a public hearing on the proposed amended budget; and,

WHEREAS, the City Council has determined that the proposed budget amendment is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

1. The City of Saratoga Springs does hereby adopt the amended 2014-2015 fiscal year budget as set forth and attached hereto.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

Passed on the 17th day of March, 2014

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

2014-2015 Budget Amendment Supplemental #5						
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Water Fund						
Expenditures						
51-5105-936	Water Operations	Secondary Residential Meters	1,816,625	2,473,226	656,601	Cost of meters covered by bond revenue
					960,665	

CITY OF SARATOGA SPRINGS

City Council

Staff Report

Concept Plan, General Plan Amendment, and Rezone
Utah Valley Turf Farm
March 17, 2015
Public Hearings and Concept Review

Report Date:	March 4, 2015
Applicant:	WPI Enterprises / Derek Lloyd
Owner (if different):	Utah Valley Turf Farm, LLC
Location:	Southwest of Commerce Drive and Crossroads Blvd.
Major Street Access:	Crossroads Blvd.
Parcel Number(s) and size:	51:032:0136, 124.77 Acres (area of GP Amendment, 0.4 acres; area of rezone, 3.45 acres; area of Concept Plan 6.59 acres)
General Plan Designation:	Regional Commercial and Medium Density Residential
Zone:	Regional Commercial and Agriculture (also in Gateway Overlay Area)
Adjacent Zoning:	Regional Commercial and Agriculture
Current Use:	Agricultural
Adjacent Uses:	Agricultural
Previous Meetings:	None
Land Use Authority:	City Council
Future Routing:	none
Type of Action:	Legislative
Planner:	Scott Langford

A. Executive Summary:

The applicant, Derek Lloyd on behalf of the property owner, is requesting a General Plan (GP) amendment from Medium Density Residential designation and zone to the Regional Commercial (RC) designation (0.4 acres) and Rezone from Agriculture to Regional Commercial (3.45 acres). In conjunction with these requests, the applicant is also requesting input on a concept plan for a ~6.59 acre commercial development near the southwest corner of Commerce Drive and Crossroads Boulevard.

Staff Recommendation:

Staff recommends that the City Council conduct a public hearing and take public comment on the Rezone and GP Amendment applications, give the applicant feedback on the concept plan, and consider taking action on the Rezone and GP applications. Options for taking action on the

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

Rezone and GP amendments include a approval, denial, or continuance, and are outlined in *Section H* of this report.

B. BACKGROUND: The subject site has been used for agricultural purposes since before the city became incorporated.

C. SPECIFIC REQUEST:

The concept plan proposes a 6.59 acre commercial development that includes 21,930 square foot commercial building with associated outdoor display and storage, as well as two commercial pad areas along Crossroads Blvd. The applicant has stated that there are no specific tenants lined up for the commercial pads along Crossroads Blvd., however the specified user for the larger building to the south is Tractor Supply Co.

The proposed commercial uses (including the proposed ancillary outdoor display and sales areas) require commercial zoning. Approximately half of the site (3.14 acres) already lies within the Regional Commercial designation and zone; however the west portion of the site is zoned Agriculture. The very southwest corner of the proposed site also lies within the Medium Density Residential General Plan designation; therefore both a Rezone and a General Plan amendment need to be approved by the City Council in order to support the proposed commercial Concept Plan.

D. PROCESS

General Plan Amendment and Rezone

Section 19.17.03 of the City Code outlines the requirements for a Rezone and General Plan amendment requiring all rezoning applications to be reviewed by the City Council after receiving a formal recommendation from the Planning Commission. An application for a rezone request shall follow the approved City format. Rezones are subject to the provisions of Chapter 19.13, Development Review Processes; which also states the development review process for rezone approval involves a formal review of the request by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council will then hold a public hearing and formally approve or deny the rezone request.

The Planning Commission held a public hearing on February 26, 2015. No one from the public spoke. The Planning Commission voted 6-0 to forward a positive recommendation for the requested General Plan amendment and Rezone. They also gave the applicant feedback on the design of the Concept Plan; which is listed in *Section G* of this report.

Concept Plan

Section 19.17.02 of the Code also states *"Petitions for changes to the City's Zoning Map to all land use zones shall be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code."*

The applicants have submitted a Concept Plan application for the previously referenced commercial development. Per Section 19.13 of the Code, the process for a Concept Plan includes informal review of the plan by both the Planning Commission and the City Council. No public hearing is held, and a recommendation is not required.

E. COMMUNITY REVIEW:

The rezone and GP portions of this application have been noticed as a public hearing in the *Daily Herald*, and mailed notice sent to all property owners within 300 feet at least 10 days prior to this meeting. As of the date of this report, no public input has been received.

The Concept Plan does not require a public hearing.

F. GENERAL PLAN:

The site is designated as Regional Commercial and Medium Density Residential on the adopted Future Land Use Map. The applicant is requesting to change a small portion (~0.4 acres) of the project area from Medium Density Residential designation to the Regional Commercial designation. The Regional Commercial designation is defined in the General Plan in the following manner:

> ***Regional Commercial.*** *"Regional Commercial areas shall be characterized by a variety of retail users including big box retail, configured in developments that provide excellent vehicular access to and from major transportation facilities. Developments located in Regional Commercial areas shall be designed so as to create efficient, functional conglomerations of commercial activities.*
>
> *As Regional Commercial areas are to be located in close proximity to substantial roadways, careful consideration shall be given to the arrangement of structures and other improvements along those corridors. Consideration shall also be given to the existing or potential availability of mass transit facilities as sites in this designation are designed.*
>
> *Among the many tenants anticipated in these areas are large destination oriented businesses. Specific areas for pedestrian activity shall be designated and appropriately improved. Plazas and other features shall be provided as gathering places which should be incorporated so as to make each site an inviting place to visit.*
>
> *Developments in these areas shall contain landscaping and recreational features as per the City's Parks and Trails Element of the General Plan."*

The applicant has submitted a Concept Plan to show justification of their request to amend the General Plan and rezone the property. The applicant will submit a revised and expanded Concept Plan prior to, or concurrent with a formal Subdivision application. This expanded Concept Plan will, in general terms, address how the rest of this ~125 acre property may be developed. However, at this time the applicant is only requesting conceptual input on the 6.59 acre commercial development to facility the GP amendment and rezone. If the GP amendment is approved, the commercial Concept Plan proposal will be consistent with this designation.

G. CODE CRITERIA:

Rezones and General Plan amendments are legislative decisions; therefore the Council has significant discretion when making a decision on such requests.

The Code criteria below are provided as guidelines, however are not binding requirements.

Rezone and General Plan Amendments

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

> The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:
>
> 1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
> ***Consistent.*** *The application (Rezone) conforms to the Regional Commercial category identified in the General Plan. The portion of the Land Use Element that is currently designated as Medium Density Residential represents a small portion (6%) of the overall development. Staff recommends that the General Plan Land Use Element be amended to bring the entire development site into conformance. Such amendment will be consistent with the provisions of the General Plan.*
>
> 2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
> ***Consistent.*** *Both the GP amendment and Rezone proposals work together to support small scale commercial development, with the assumption that this will be a catalyst for additional larger scale commercial development. Additional applications (e.g. Site Plan and Subdivision) with appropriate conditions and management will work together to mitigate any potential negative impacts.*
>
> 3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
> ***Consistent.*** *The applications do not negatively impact development of the site; the proposed commercial use is consistent with the intended use of this area.*
>
> 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
> ***Consistent.*** *As the residential population of this community continues to grow, it is important to provide adequate services; including commercial services. The proposed development will bring new commercial uses to the area, which will serve the community interests. Staff does not foresee harm to the community, as the change will not result in a significant change to allow for more intense uses, higher density, or increased traffic over the existing zone and designation.*

Concept Plan - Code

- 19.04, Land Use Zones (reviewed according to RC zone) **– Complies**
  - Use – Retail Sales (potential restaurant, casual) **– Complies**
  - Setbacks – 20' front / 30' side (can be reduced to 10') / 20' rear (can be reduced.
    - Commercial Pads along Crossroads: As shown, the City Council would have to approve a setback reduction for the Front and Side yard setbacks **– can comply**
    - Tractor Supply Site: **– Complies**
  - Lot width, depth, size, coverage – 100' width/frontage, 50% coverage, 20,000 min size. **– Complies**

- Dwelling/Building size – min 1,000 sq.ft. per building. **– Complies**
- Height – 35′ maximum (not enough information; **should comply**)
- Open Space / Landscaping – 20% required, 29% is listed on Concept Plan; however more information will be needed during the Site Plan review to verify – **should comply**
- Sensitive Lands **– Complies**
- Trash **– Complies**

- 19.06, Landscaping and Fencing – **Can Comply (more information needed)**
  - General Provisions
    - Automatic irrigation required
    - Sight triangles must be protected
    - All refuse areas (including dumpsters) must be screened
  - Landscaping Plan – TBD through site plan process
  - Planting Standards & Design – to be provided at a later date (Site Plan)
  - Amount – TBD through site plan process
  - Fencing & Screening – TBD through site plan process (No Chain-link)

- 19.09, Off Street Parking **– Minor Issues**
  - Parking Requirements / Design – TBD through site plan
    - Lighting - TBD
  - Dimensions **- complies** (9′ x 18′)
  - Accessible **– complies**
    - Provided
  - Landscaping - **issues**
    - Not all islands have been provided (no more than 10 parking spaces)
    - Min. 8′ boundary strip required along perimeter of all parking areas
  - Pedestrian Walkways & Accesses **– issues**
    - Better pedestrian connectivity must be provided within the site and stubbed to connect to future development. This will be reviewed during the Site Plan and Subdivision review process.
  - Minimum Requirements – **complies**
    - Retail Sales requirement: 1 spaces per 1000 s.f.
      - 21,930 s.f. = 88 stalls required (for Tractor Supply)
      - 95 stalls provided; however, several will need to be removed to comply with the landscaping standards.
    - Restaurant, Casual: 1 space per 100 s.f.
      - ~5,375 s.f. + ~2,230 s.f. = 76 stalls required
      - 134 stalls provided; however, several will need to be removed to comply with the landscaping standards.

- Section 19.13, Process
  - General Considerations: General Plan, Natural Features, Community & Public Facilities
    - Use is contemplated by GP
    - No natural features are impacted
  - Notice / Land Use Authority
    - Concept to PC and CC
    - Rezone / GP requires public hearings with PC and CC, and notice to 300′.
    - Site Plan / Subdivision will require public hearings with PC and public meeting with CC, and notice to 300′.

- 19.14, Site Plans.
    - Will be reviewed at time of Site Plan submittal.
    - Initial concept comments:
        - Screening between commercial and residential areas will be required.

- 19.15, Conditional Use Permit.
    - Will be reviewed at time of site plan submittal.

- 19.18, Signs. **– issues, can comply**
    - The Concept Plan does show a general location for a sign. The detailed sign review will be submitted with the site plan.

In addition to these comments, the Planning Commission gave the applicant the following comments that will need to be addressed as part of the Site Plan application:

1. 19.04 --Setbacks--The council can approve only one setback reduction per site and that can only be up to a 10 ft. reduction. (proposed amendment may help you)
2. Maximum height is 50' in RC but I think that they will be way under that.
3. If parking is adjacent to a public street then 10 ft. of bermed landscaped strips are required by 19.09.08. Trees, both deciduous and evergreen shall be placed on the strip with spacing of no less than 30 ft. intervals.
4. 19.04 Landscaping Required front yard area, and other yard areas facing a public street shall have a landscaped area of not less than 20 ft. (or as reduced in Subsection 5.b.)
5. 19.04 A wall, fencing, or other landscaping of acceptable design shall effectively screen the borders of an commercial or industrial lot which abuts an agricultural or residential use. Such a wall , fence, or landscaping shall be at least six feet in height unless a wall or fence of a different height is required by the City Council as part of a Site Plan review.
6. 19.04.22 No building shall be closer than five feet from any private road , driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. It looks like the building is protected but there is no landscaping to soften the foundation of the building.
7. They call out security fencing for the outdoor display area but if they are thinking of chain link--that is dead on arrival.
8. The front of the building should face the street. That would help eliminate the 3000 ft. display area as you drive in which is a bit excessive when they have the front of the building and the outdoor display area to the side. To the letter of the code, there should be a 10ft. bermed area between that 3000 ft. of outdoor display since things will be parked.
9. Their equipment area needs to be screened so that there is no sightline from the street to the equipment area.
10. Page 3.4 of the Architectural Design Standards states that all sides of a building that are open to public view shall receive equal architectural design. No building shall have blank, flat walls.
11. Page 3.5 #14. To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.
12. Page 3.7 #6 Landscaping around the base of the building is recommended to soften the transition between the parking lot and building and also to discourage graffiti. Exposed foundation walls are not encouraged, but in cases where inevitable, will require heavier landscaping.

13. Page 3.8 The main entrance shall generally face the primary street with secondary entrances to the side or rear to allow access to available parking .
14. Page 3.11 Multi-story buildings or buildings exceeding 60' in length must consider building articulation as viewed from all three viewing scenarios.
15. Page 3.15 Ground Mounted (equipment) Mechanical units (condensers , generators, etc.) shall be screened from view with wing walls or other enclosures that are integrated into the building and landscaping of the site.
16. Page 3.23 All retail product displays shall be located under the buildings' permanent roof structure and on designated display pads within front landscape areas as may be approved by the Planning Commission by Conditional Use. All display area in front of buildings shall be clearly defined on the approved Site Plan and designated on the pavement with a contrasting colored paint.
17. Please read and be prepared to comply with the City's Dark Sky Ordinance.

H. Recommendation and Alternatives:

Staff recommends that the Planning City Council give the applicant informal feedback and direction on the Concept Plan.

Staff also recommends that the City Council conduct a public hearing on the rezone and general plan amendment, take public comment, discuss the rezone and general plan amendment, and then choose from the options outlined below:

Option 1, Positive Recommendations

(Staff supports this option)

"I move to approve the General Plan Amendment of approximately 0.4 acres from Medium Density Residential to Regional Commercial and Rezone approximately 3.45 acres of parcel 51:032:0136 from Agriculture to Regional Commercial, as identified in Exhibit 1, with the Findings and Conditions below:"

Findings

1. The General Plan amendment will not result in a decrease in public health, safety, and welfare as outlined in Section G of this report, which section is hereby incorporated by reference, as the proposed office use is permitted in both the existing and proposed land use designation.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section G of this report, which section is hereby incorporated by reference. Specifically:
    - **a.** The rezone will conform to the amended Land Use Element and other provisions of the General Plan as it meets the Regional Commercial category identified in the General Plan.
    - **b.** the proposed zone change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public as it permits the same commercial uses as the majority of the existing zone and uses in the area, and with appropriate conditions and management, no negative impacts will occur.
    - **c.** the proposed zone change will not negatively impact the general purposes and intent of this Title and any other ordinance of the City.
    - **d.** community interests will remain unaffected by the proposed change.

Conditions:

1. All requirements of the City Engineer shall be met.
2. Any conditions added by the Commission. _____
3. _____

Option 2, Continuance

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

1. _____
2. _____
3. _____

Option 3, Negative Recommendation

"I move to deny the General Plan Amendment of approximately 0.4 acres from Medium Density Residential to Regional Commercial and Rezone approximately 3.45 acres of parcel 51:032:0136 from Agriculture to Regional Commercial, as identified in Exhibit 1, with the Findings below:

1. _____
2. _____
3. _____

I. Exhibits:

1. Aerial with Concept Plan Overlay (page 9)
2. Proposed Concept Plan (Site) (page 10)
3. Proposed Concept Plan (Subdivision) (page 11)
4. Proposed Concept Plan on GP Map (page 12)
5. Proposed Concept Plan on Zone Map (page 13)
6. City Engineer's Report (page 14-15)
7. Draft Planning Commission Minutes (pages 16-19)

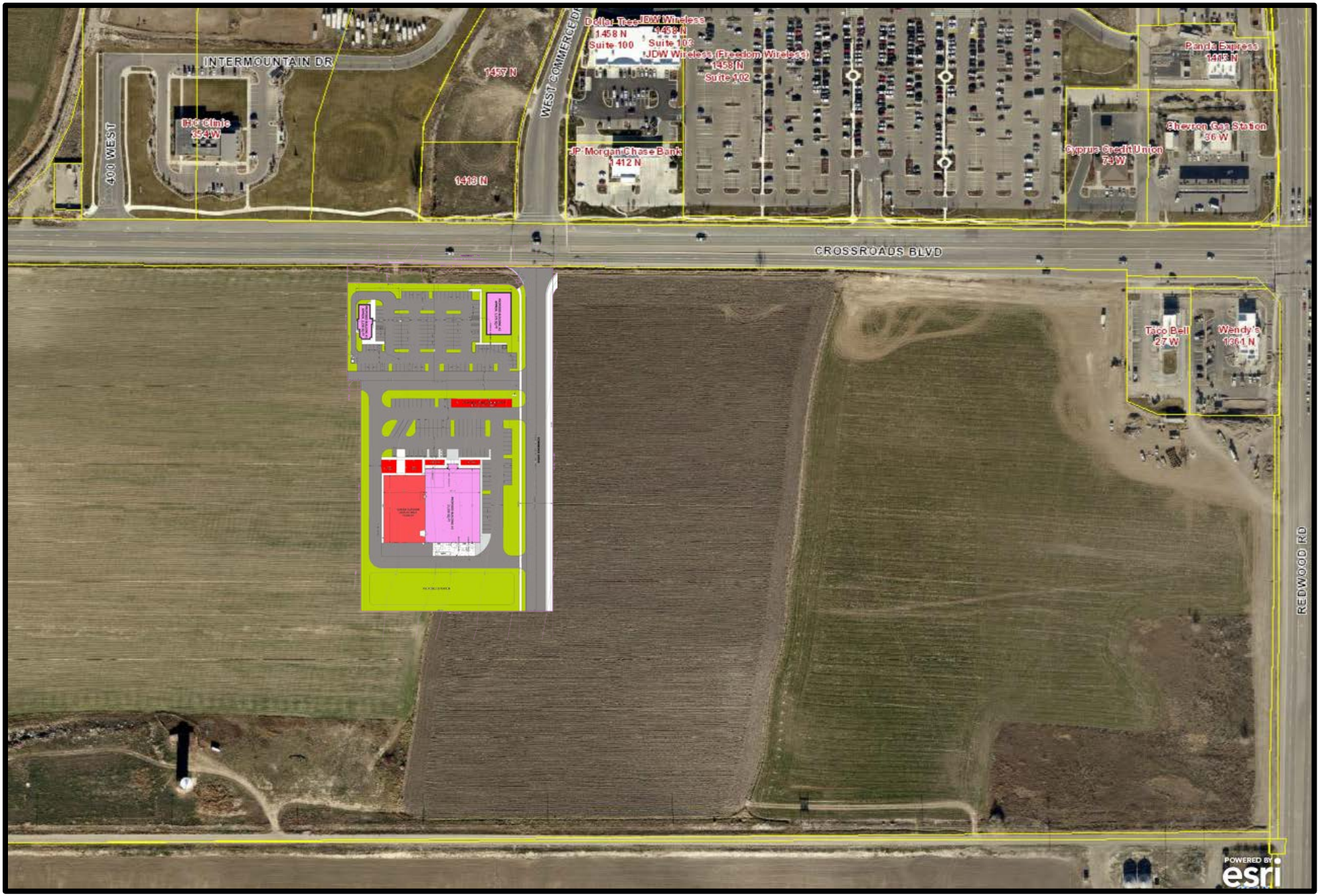
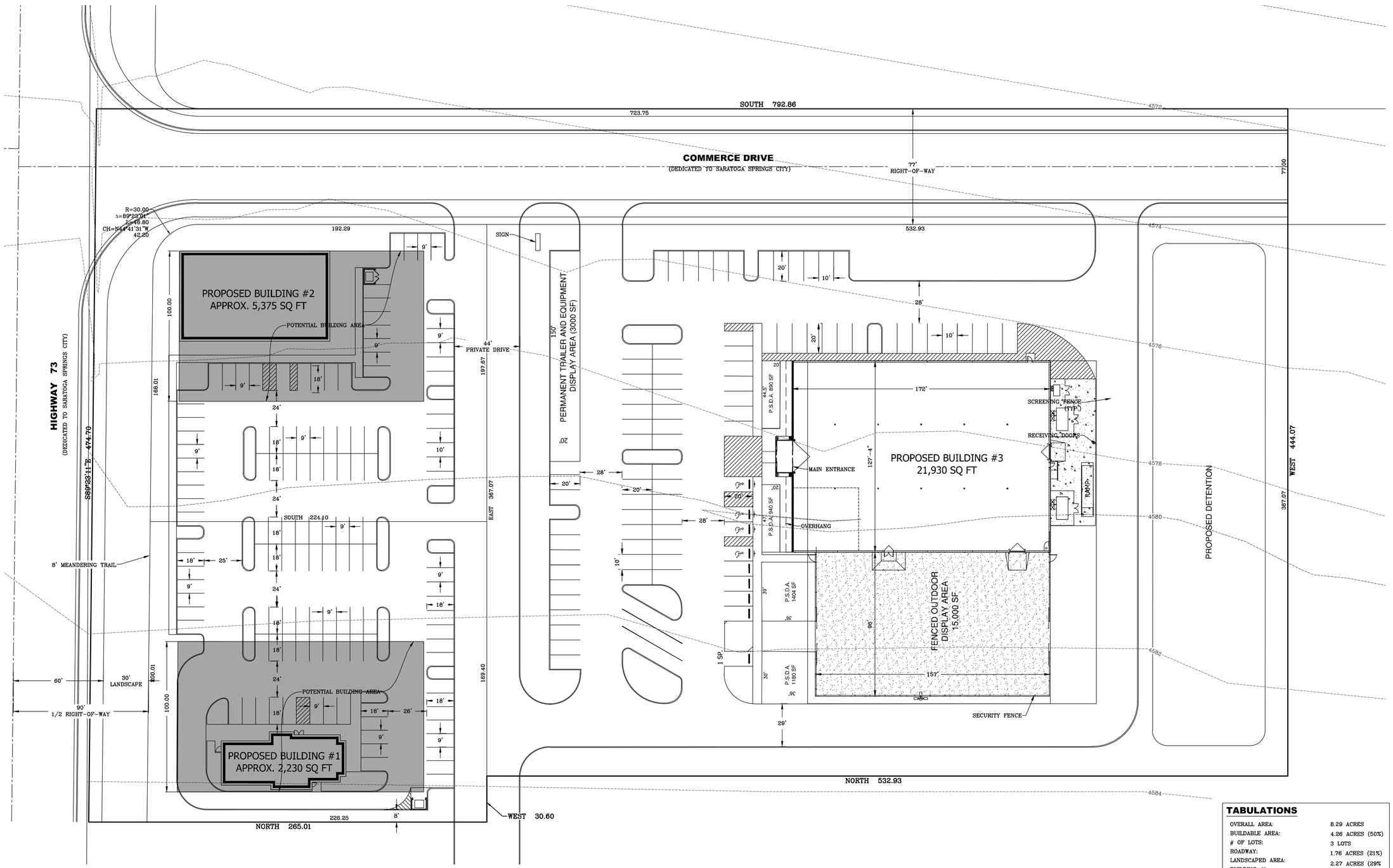


Exhibit Menu



TABULATIONS

OVERALL AREA:	8.29 ACRES
BUILDABLE AREA:	4.26 ACRES (50%)
# OF LOTS:	3 LOTS
ROADWAY:	1.76 ACRES (21%)
LANDSCAPED AREA:	2.27 ACRES (29%
BUILDING #1	2,230 S.F.
BUILDING #2	5,375 S.F.
BUILDING #3	21,930 S.F.
PROPOSED PARKING STALLS	221 STALLS

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SARATOGA COMMERCIAL

SARATOGA, UTAH

OVERALL CONCEPTUAL SITE PLAN

REVISIONS
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LEI PROJECT #: 2014-0000
DRAWN BY: BAP
CHECKED BY: GDM
SCALE: 1" = 30'
DATE: 02/10/2015
SHEET 1

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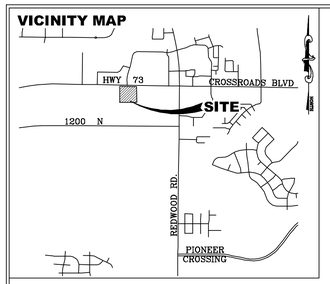
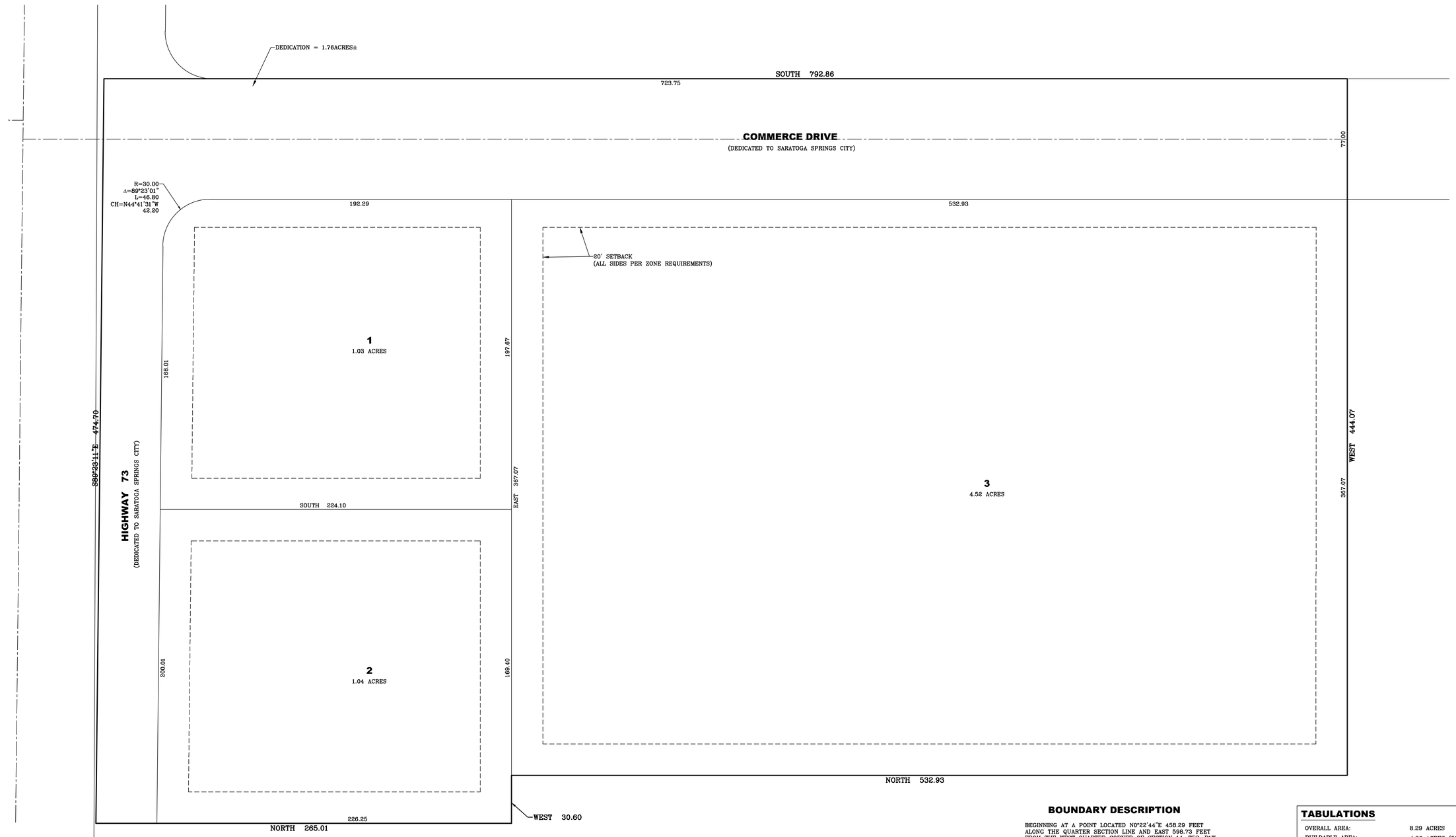
Exhibit Menu





BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED N0°22'44"E 458.29 FEET ALONG THE QUARTER SECTION LINE AND EAST 596.73 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, T5S, R1W SALT LAKE BASE & MERIDIAN; THENCE NORTH 532.93 FEET; THENCE WEST 30.60 FEET; THENCE NORTH 265.01 FEET; THENCE S89°23'11"E 474.70 FEET; THENCE SOUTH 792.86 FEET; THENCE WEST 444.07 FEET TO THE POINT OF BEGINNING.

TABULATIONS

OVERALL AREA:	8.29 ACRES
BUILDABLE AREA:	4.26 ACRES (50%)
# OF LOTS:	3 LOTS
ROADWAY:	1.76 ACRES (21%)
LANDSCAPED AREA:	2.42 ACRES (29%)

Exhibit Menu

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CONCEPT SUBDIVISION PLAN

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CHECKED BY: GDM
SCALE: 1" = 30'
DATE: 02/10/2015
SHEET 1

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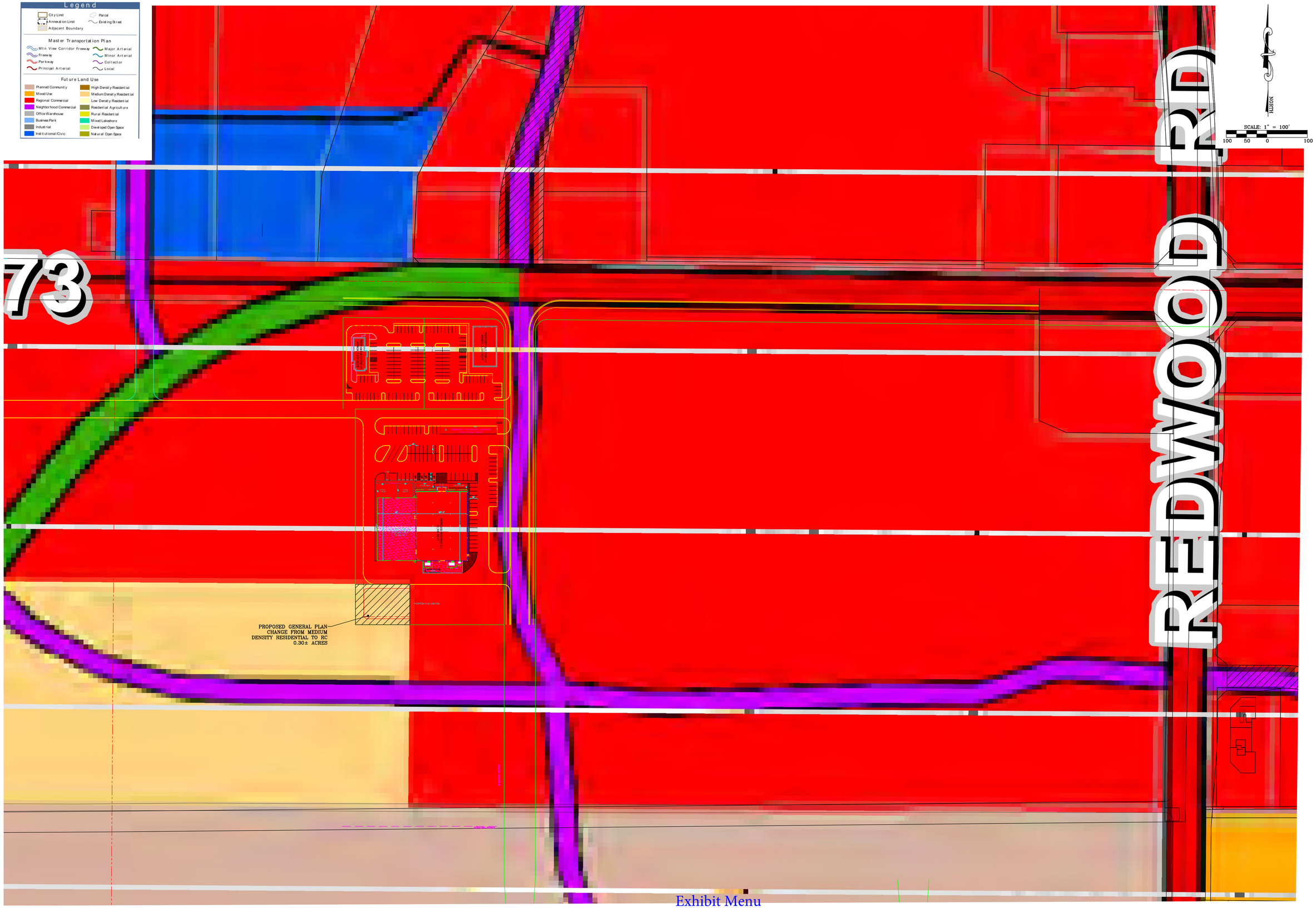

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GENERAL PLAN CHANGE EXHIBIT

REVISIONS

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LEI PROJECT #: 2014-1089

DRAWN BY: BAP

CHECKED BY: GDM

SCALE: 1" = 100'

DATE: 02/10/2015

SHEET 1

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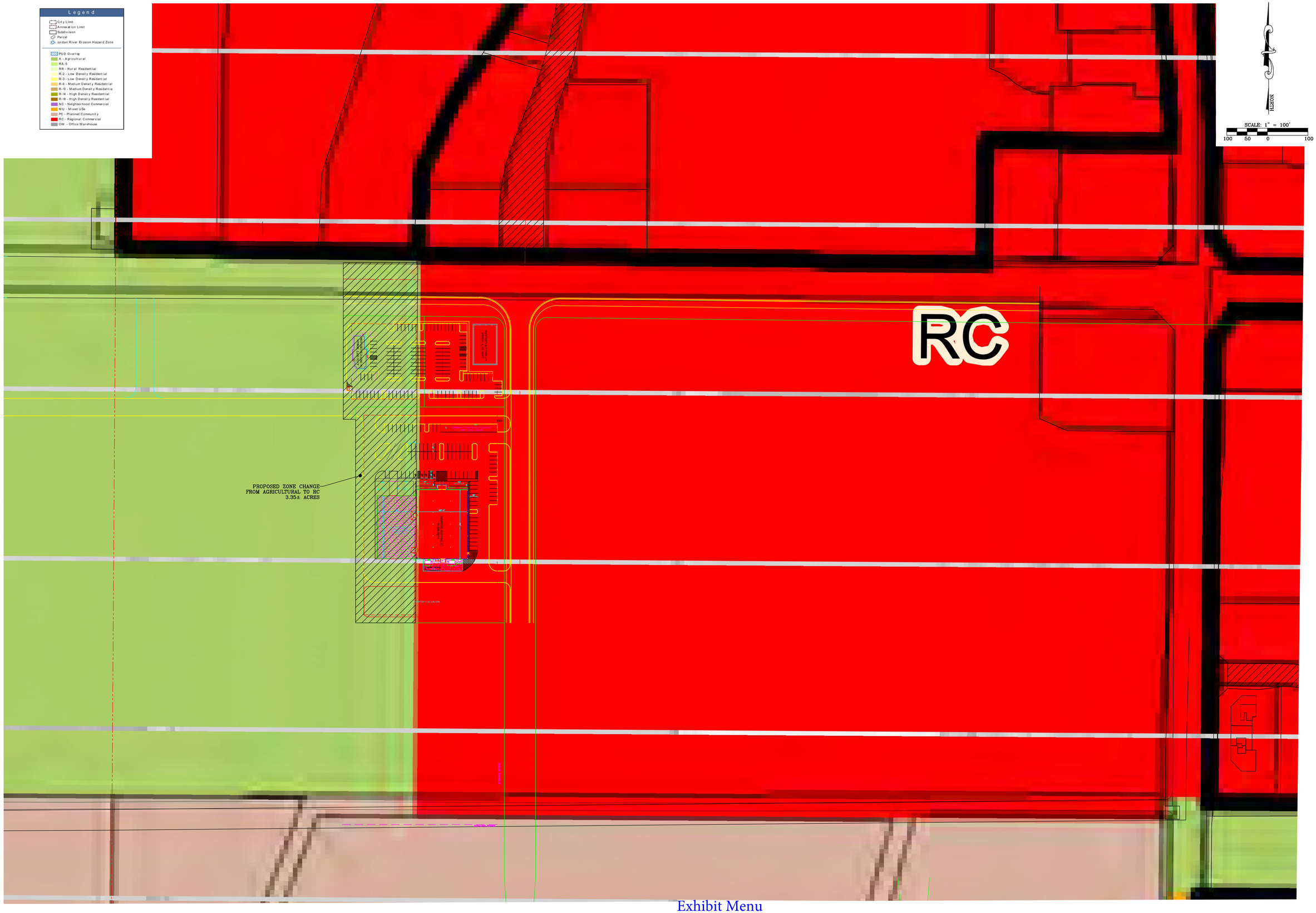

Exhibit Menu

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SARATOGA, UTAH

ZONE CHANGE EXHIBIT

REVISIONS

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LEI PROJECT #: 2014-1089

DRAWN BY: BAP

CHECKED BY: GDM

SCALE: 1" = 100'

DATE: 02/10/2015

SHEET 1

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City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Utah Valley Turf Farm
Date: February 26, 2015 – PC and March 3, 2015 - CC
Type of Item: Concept Plan, General Plan Amendment, and Rezone

Description:

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

B. Background:

Applicant:	*WPI Enterprises / Derek Lloyd*
Request:	*Concept Plan*
Location:	*Southwest of Commerce Drive and Crossroads Blvd.*
Acreage:	*6.59 acres - 98 lots*

C. Recommendation: Staff recommends the applicant address and incorporate the following items for consideration into the development of their project and construction drawings.

D. Proposed Items for Consideration:

A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.

B. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.

C. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.

D. Incorporate a grading and drainage design that protects homes from upland flows.

E. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

Exhibit Menu

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. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.

H. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.

I. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the construction drawings.

J. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.

K. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.

L. Developer is required to ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.

M. Access along Crossroads Blvd must comply with the City's access spacing standards and shall align with existing roads and access points where applicable.

N. Easements shall be provided for all utilities outside of the public ROW. Waterlines shall have 10' easements and sewer and storm drain 20' wide easements centered on the pipeline.

O. All manholes, valves, and structures outside of the public ROW shall have 12' paved access roads with accompanying easements in favor of the City.

P. Occupancy shall not be granted for any building until all easements are recorded for utilities outside of the public ROW and outside of the developers ownership

City of Saratoga Springs
Planning Commission Meeting
February 26, 2015
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:
Commission Members: Jeff Cochran, Kirk Wilkins, Sandra Steele, Hayden Williamson, Kara North,
Staff: Kimber Gabryszak, Sarah Carroll, Scott Langford, Kevin Thurman, Nicolette Fike, Mark Christensen, Jeremy Lapin
Others: David Funk, Lindsay Gadd, Daniel Schmidt, Derek Lloyd
Excused: Jarred Henline

Call to Order - 6:30 p.m. by Chairman Jeff Cochran
Pledge of Allegiance - led by David Funk
Roll Call - Quorum was present

Public Input Open by Chairman Jeff Cochran
No input at this time.
Public Input Closed by Chairman Jeff Cochran

Items were re ordered to allow time for applicants to appear.

5. **Public Hearing and Possible Recommendation: Rezone, General Plan Amendment and Concept Plan for Utah Valley Turf Farm located at southwest corner of Commerce Drive and Crossroads Blvd., Derek Lloyd, applicant.**

Scott Langford presented the amendment and concept plan. They are requesting to rezone a portion of the property that currently falls in Agricultural into Regional Commercial. They are also requesting a General Plan amendment from Medium Density Residential designation and zone, to Regional Commercial.
Daniel Schmidt with WPI and working with the landowners was present. They look forward to developing this area. They feel the area will start to fill in quickly as they get the improvements in.

Public Hearing Open by Chairman Jeff Cochran
No input at this time.
Public Hearing Closed by Chairman Jeff Cochran

Sandra Steele had no problem with the rezone. She had notes for their concept plan. They can only get one setback reduction as per 19.04. She addressed parking berms and landscaping of such. She also addressed landscaping and fencing abutting agricultural land. She asked about the security fencing.
Lindsay Gadd with Hixsnedeker replied they typically use a chain-link, but they havenôt gotten that far in their design yet and will comply with City requirements.
Sandra Steele commented that they donôt allow chain-link in the city and for this type of business they usually need to be screened fencing. She addressed the Design Guidelines for them to consider. She also told them that the city has a dark sky ordinance they would need to follow.
Hayden Williamson is in favor of the rezone.
Kirk Wilkins is fine with the rezones. He thought they could keep a smaller setback so there was more green space to beautify the city. He thought they maybe could do a nicer looking fence. He asked what the nature of the business was.
Lindsay Gadd said it was the largest tack and feed and farm supply shop in the West. The outdoor area was for the larger merchandize. The outdoor area would be closed off with a gate.

Kara North is in favor of the rezone. She wondered what the off-street parking issue was in the notes.
Scott Langford indicated as they were still early enough in the process that it shouldnôt be an issue.
Jeff Cochran asked staff what the future plans for the property to the west was. If something were to come in then fencing along the west may not be required.
Scott Langford replied that it was part of the same ownership but they hadnôt received any application yet, they would need to address that as it moves forward.
Jeff Cochran asked which direction the building faced.
Sandra Steele noted they hadnôt addressed the food services along that road and if they were to change direction it may make sense to orient this business another way like towards Commerce Dr.
Jeff Cochran asked staff where the intent of Commerce Drive was to go.
Jeremy Lapin replied the goal was to have the rest of the circle completed.

Motion made by Sandra Steele to forward a positive recommendation to the City Council for the General Plan Amendment of approximately 0.4 acres from Medium Density Residential to Regional Commercial and Rezone approximately 3.45 acres of parcel 51:032:0136 from Agriculture to Regional Commercial, as identified in exhibit 1, with the Findings and Conditions in the staff report. Seconded by Hayden Williamson. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

4. Public Hearing and Possible Recommendation: Site Plan and Conditional Use for VASA Fitness located at 1523 North Redwood Road, Charlie Hammond, applicant.

Sandra Steele wondered if they should continue this item to another time when the applicant could be present.
Kevin Thurman indicated that if they were able to determine if it met the code based on the information presented to them without the applicant here, then they were still required to act on it. But if they needed some questions answered to determine if it met code, that could not be answered without the applicant, then they would have the discretion to continue it.
Jeff Cochran thought we had an obligation to move forward as it had been noticed.

Sarah Carroll presented the Site Plan. She showed proposed elevations and signage. They are requesting a 3rd wall sign. They are requesting a setback reduction to the west where there is a detention basin.

Public Hearing Open by Chairman Jeff Cochran
No input at this time.
Public Hearing Closed by Chairman Jeff Cochran

Kara North is open to what the rest of the commission would say about the third wall sign. She isnôt sure the third sign is necessary. She likes the plan and elevations and colors.
Kirk Wilkins feels the parking is still a concern. As presented, he is ok with the third sign. He is fine with the setback.
Hayden Williamson did not have many concerns, with parking they are in compliance with code. He feels we get a lot of requests for a third sign, when we have a lot of those requests it may mean our code needs to be reviewed. As it is presented he would be in favor of the three signs. He would be in favor of the setback request.
Sandra Steele thought she would be ok with the three signs because they face 3 different roads. But she thought if they were aware of the dark sky ordinance they may want to change. They show an awning and vertical but she wondered where the vertical comes down and how far out the canopy was. It may be a code issue. She thinks they could put an access aisle in front to allow persons to access the door easier. She wanted to ask about the length of a wall on the east elevation. It wasnôt scalable and may need something to break it up.
Jeff Cochran recognizes that they have made the change to the parking code but he does feel it will be under parked. He is ok with the 10ô setback on the west side. He feels it should follow the sign code, in this

instance they have 3 major streets they front and we are asking that the side opposite entrance be the front so for that reason he is ok with the third sign. He is happy to see this business come to the community.

Mark Christensen asked if they knew about the cross parking agreement.

Sarah Carroll said the existing agreement included all the lots except for Walmart so it should be included.

Mark Christensen replied that would mean their parking requirements were addressed in the cross parking agreement.

Sandra Steele was hoping to have had her questions answered tonight.

Hayden Williamson asked if we proposed conditions for her concerns to comply would she be comfortable with that.

Sandra Steele would like an access aisle for disabled parking so they werenôt bumping mirrors trying to get in.

Kevin Thurman said they could make a recommendation for that in the motion.

Sarah Carroll didnôt know if they had room to fit it in.

Sandra Steele was concerned with the vertical and canopy. She was concerned with some landscaping that may be too large and asked that a condition be made that they be maintained at 3ôto meet clear site code.

Jeff Cochran feels those are code enforcements.

Sandra Steele feels if we have put them on notice and there is an accident then we are more covered.

Sarah Carroll said it wouldnôt hurt to make it a condition or recommendation.

Sandra Steele doesnôt feel she has been able to explain her concerns well enough. She sees this a lot in landscape plans. It is a code enforcement issue but we have lots of those around the city that are not being taken care of.

Kevin Thurman thought it would be an appropriate thing for them to address, it would be a simple thing for the applicant to address.

Motion made by Kara North that Based upon the evidence and explanations received today, I move that the Planning Commission forward a positive recommendation to the City Council for approval of the VASA Fitness Site Plan and Conditional Use Permit on property located at 1523 North Redwood Road, with the findings and conditions in the staff report. And the additional conditions identified as follows: That the vertical support foot awnings on the perimeters of the building are ADA compliant; That plantings identified in the landscape plan, that when mature would interfere with the clear site triangle, must be maintained in compliance with Section 19.06; That they verify that the north east wall elevation complies with section 3.11 in the Design Standards; And with the additional recommendation that they orient one parking access aisle so as to facilitate pedestrian traffic without interference from automobiles. Seconded by Kirk Wilkins.

Kirk Wilkins asked can we say that the parking space is on the south side of the building.

Sandra Steele thought we have a duty to let them know about our dark sky ordinance.

Kara North suggested we could say **That they acquaint themselves with our dark sky ordinance.**

Kirk Wilkins **accepted** the addition.

Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

6. **Approval of Minutes:**
   1. **February 12, 2015**

Motion made by Kirk Wilkins to approve the minutes of February 12, 2015. Seconded by Kara North Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

7. **Commission Comments.**

No comments.

8. **Director's Report:**

- **Council Actions**
  Council approved the General Plan amendment to Mixed Lakeshore designation. They approved delegation of Concept Plan to staff. They approved preliminary plat and site plan for Jordan Landing. They discussed general planning for Wildflower, continued it and this week they finalized it.
- **Applications and Approval**
- **Upcoming Agendas**
  We will have some code cleanups and possible Concept Plan. Legacy Farms will be on March 12th.
- **Other**
  Feb. 17th Council appointed a new planning commissioner, David Funk.
  David Funk introduced himself to the Commission.
  Auto Zone and office building by the golf course are in the works.

Meeting adjourned by Chairman Jeff Cochran

Adjourn 7:46 pm

_____
Date of Approval

_____
Planning Commission Chair
Jeff Cochran

_____
Lori Yates, City Recorder

Draft

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' OFFICIAL ZONING MAP AND GENERAL PLAN LAND USE MAP FOR CERTAIN REAL PROPERTY (UTAH TURF FARM); INSTRUCTING THE CITY STAFF TO AMEND THE CITY ZONING MAP, FUTURE LAND USE 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 February 26, 2015, the Planning Commission held a public hearing after proper notice and publication to consider the proposed amendments to the City-wide zoning map and General Plan Future Land Use Map and forwarded a positive recommendation with conditions;

WHEREAS, on March 17, 2015, the City Council held a public hearing after proper notice and publication to consider the proposed amendments to the City-wide zoning map and General Plan Future Land Use Map;

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 and General Plan Future Land Use 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 and General Plan Future Land Use 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 2nd day of December, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

VOTE

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

Exhibit A

ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTIONS
PREPARED FOR
WPI
Saratoga Springs, Utah
Job No. 14-1089
(January 13, 2015)

ZONE CHANGE LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

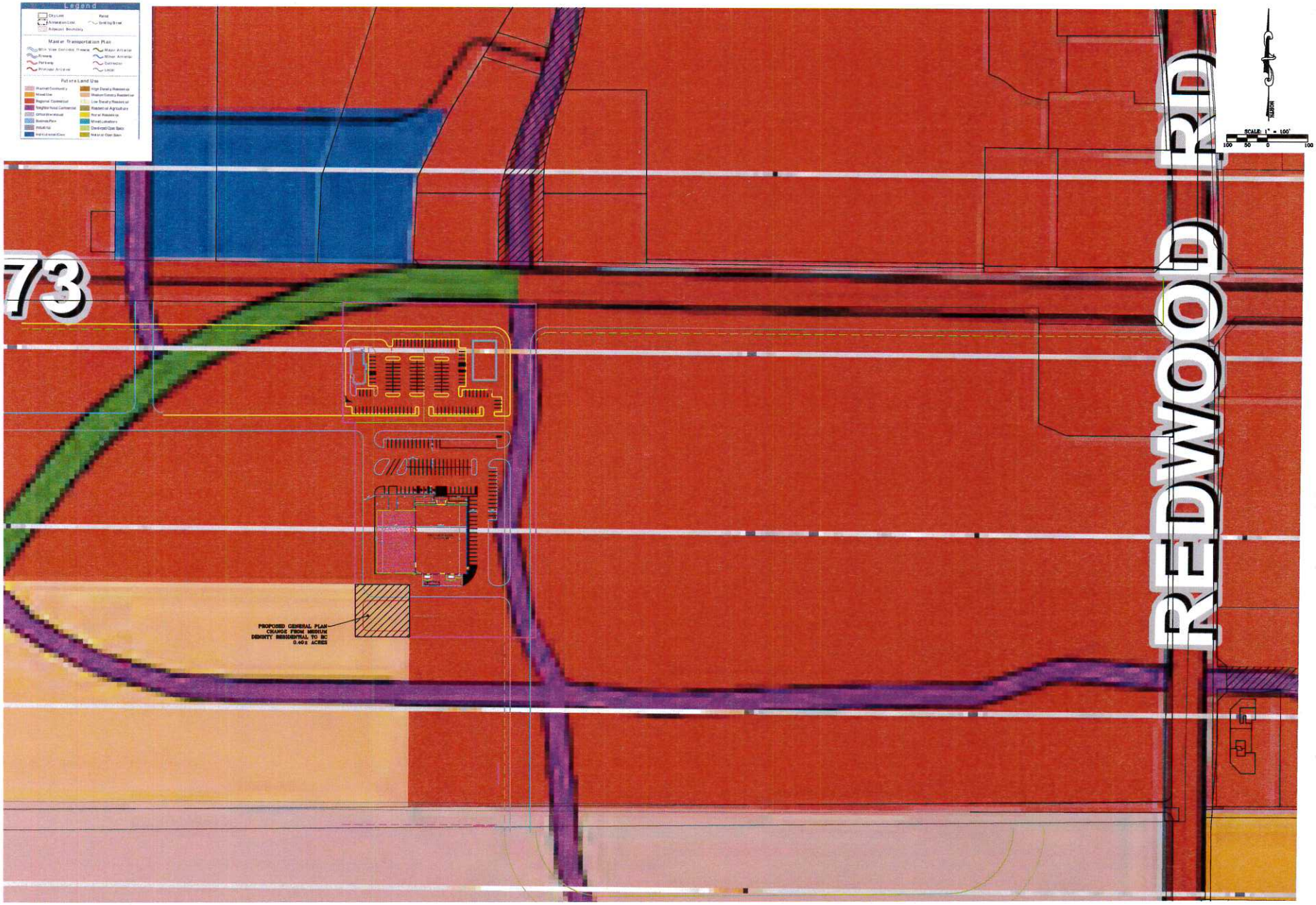
Beginning at a point located N0°22'47"E along the Section Line 426.24 feet and East 602.01 feet from the West 1/4 Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N0°21'42"E 532.93 feet; thence N89°38'18"W 30.61 feet; thence N0°21'41"E 394.68 feet to the south line of the existing Regional Commercial (RC) Zone; thence along said zone line the following two (2) courses: S89°05'50"E 184.80 feet; thence S0°48'21"W 925.97 feet; thence N89°36'42"W 147.00 feet to the point of beginning.

GENERAL PLAN CHANGE LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located N0°22'47"E along the Section Line 426.24 feet and East 602.01 feet from the West 1/4 Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N0°21'42"E 127.36 feet to the south line of the existing Regional Commercial (RC) General Plan Zone; thence along said General Plan line the following two (2) courses: S89°28'52"E 147.99 feet; thence S0°48'21"W 127.03 feet; thence N89°36'42"W 147.00 feet to the point of beginning.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture



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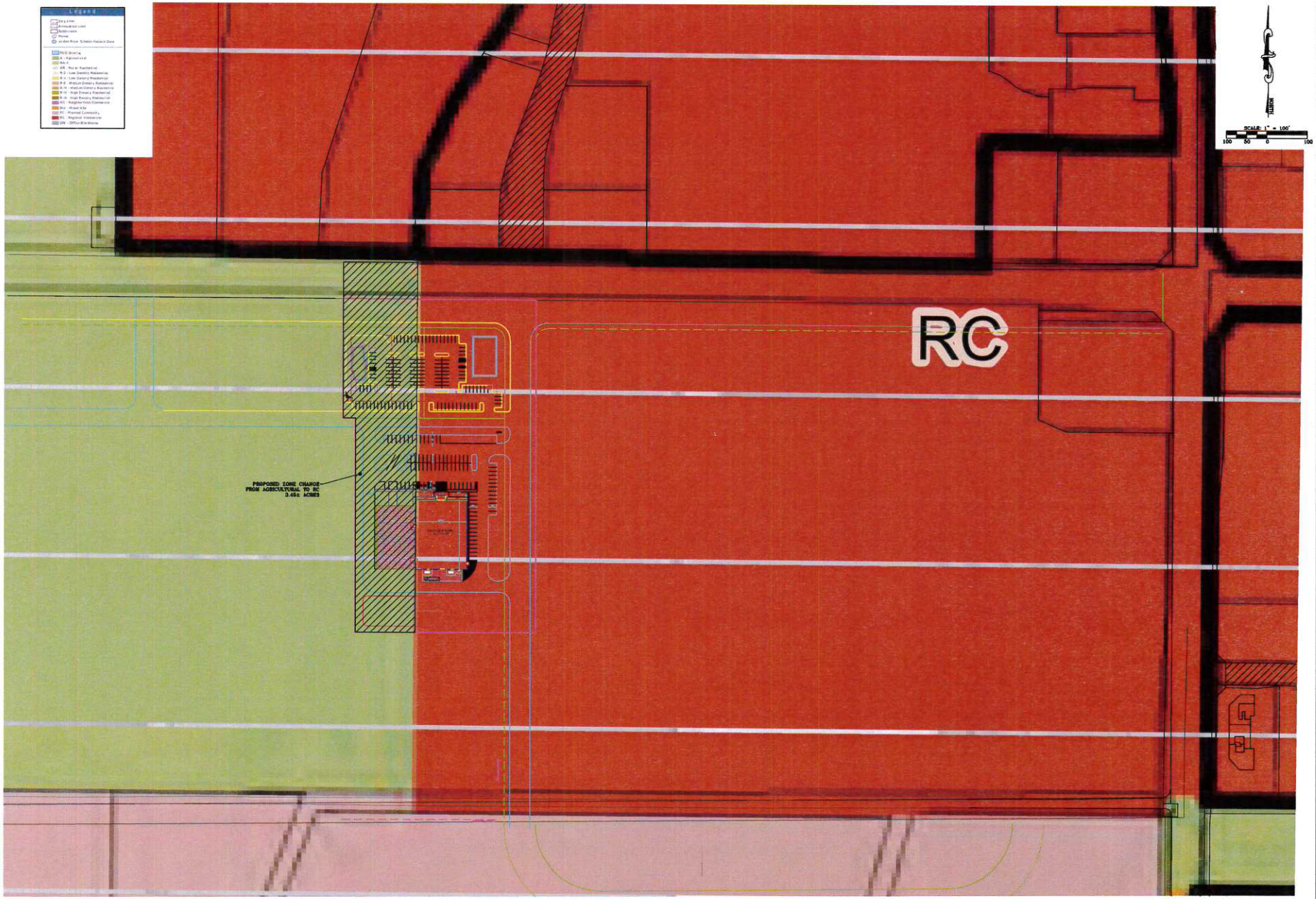
SARATOGA COMMERCIAL

SARATOGA, UTAH

GENERAL PLAN CHANGE EXHIBIT

REVISIONS:
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2014-1089
DRAWN BY: BAP
CHECKED BY: GDM
SCALE: 1" = 100'
DATE: 01/08/2015
SHEET: 1



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SARATOGA COMMERCIAL

SARATOGA, UTAH

ZONE CHANGE EXHIBIT

REVISIONS:
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #
2014-1089
DRAWN BY:
BAP
CHECKED BY:
GDM
SCALE:
1" = 100'
DATE:
01/08/2015

SHEET
1

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Site Plan and Conditional Use
VASA Fitness
Tuesday, March 17, 2015
Public Meeting

Report Date:	Tuesday, March 10, 2015
Applicant/Owner:	Charlie Hammond / HD Saratoga LLC
Location:	1523 North Redwood Road
Major Street Access:	Commerce Drive
Parcel Number(s) & Size:	66:242:0006, ~1.99 acres
Parcel Zoning:	RC, Regional Commercial
Adjacent Zoning:	RC
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Walmart, Zions Bank, Café Rio, Dollar Cuts, etc.
Previous Meetings:	Concept Plan Review with PC 1/8/15, with CC 2/3/15 Site Plan and CU reviewed by PC 2/26/15
Previous Approvals:	Walmart Final Plat was approved 6/12/07
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a request for review of a Site Plan and Conditional Use Permit for VASA Fitness, to be located at approximately 1523 North Redwood Road. The attached plans include the site plan, landscape plans and architecture or the proposed Fitness Center.

Recommendation:

Staff recommends that the City Council conduct a public meeting, take public comment at their discretion, and discuss the proposed Site Plan and Conditional Use Permit, and choose from the options in Section "H" of this report. Options include forwarding approval with conditions, continuing the application, denial.

B. Background:

The applicant is proposing a Fitness Center on Lot 6 of the "Saratoga Wal-mart Subdivision" plat that was recorded in 2007 (attached). The subject lot was recently amended through the lot line adjustment process and 10 existing parking stalls adjacent to the O'Reilly Auto Parts site became part of Lot 8; as a result, the subject lot is now 1.99 acres.

The Concept Plan was reviewed by the Planning Commission on January 8, 2015 and by the City Council on February 3, 2015. Minutes from those meeting are attached. The Planning

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scarroll@saratogaspringscity.com • 801-766-9793 x 106 • 801-766-9794 fax

Commission and the City Council supported the requested side yard setback of 10 feet on the west side of the lot.

C. Specific Request:

The proposed Site Plan includes a 20,000 square foot Fitness Center and associated parking. This is a request for approval of the proposed Site Plan and Conditional Use Permit applications.

D. Process:

Section 19.13.04 and Section 19.15.03 of the Land Development Code states that Site Plans and Conditional Uses require City Council approval after the Planning Commission holds a public hearing and forwards a recommendation.

The Code also requires the applicant to hold a neighborhood meeting for any non-residential development proposal adjacent to developed property in a residential zone. *This project is not adjacent to a residential zone.*

Planning Commission Public Hearing:

The Planning Commission held a public hearing on February 26, 2015 and recommended approval with the following conditions:

1. That all requirements of the City Engineer be met, including those listed in the attached staff report.
2. That all requirements of the Fire Chief be met.
3. The third wall sign is approved as proposed. (*This is up for discussion by the City Council and is included in Section H of this report.)*
4. The west side yard setback may be reduced from 20 feet to 10 feet because the Walmart detention basin is adjacent to this property line and provides a 60' wide landscape buffer. (*This is up for discussion by the City Council and is included in Section H of this report.)*
5. Dumpster enclosure details shall be provided and in compliance with Section 19.14.04 prior to approval of the construction drawings.
6. The proposed photometric plan and lighting coverage are subject to approval by the City Engineer.
7. For parking lot lighting, the City standard is proposed. The City standard or equivalent is required.
8. The crosswalks shall be colored concrete, but shall not be stamped. A smooth surface is needed for accessibility. (*This has not yet been addressed on the plans and is included in Section H of this report.)*
9. Any other conditions as articulated by the Planning Commission:
    a. That the vertical support foot awnings on the perimeters of the building are ADA compliant. *There are two locations where the awnings have a vertical support that reaches the ground and the Commissioners did not want these to interfere with accessibility.* (*The applicant has provided dimensions for the vertical supports on the attached plans. The plans indicate that the width of the sidewalk in front of the post on the front elevation will be 4'-9 ¼". This post will be located in front of one of the accessibility stall walkways to avoid locations where vehicles may overlap the sidewalk. Regarding the post on the west elevation, the sidewalk will be 3'-10 ½" wide where the post is located.)*
    b. That plantings identified in the landscape plan, that when mature would not interfere with the clear site triangle, must be maintained in compliance with Section 19.06. (*The proposed plants within the clear sight triangle comply.)*
    c. That they verify that the north east wall elevation complies with section 3.11 in the Design Standards. (*The applicant added additional treatment to this elevation to be sure to be in compliance; the new elevations are attached.*)

d. Additional recommendation that they orient one parking access aisle so as to facilitate pedestrian traffic without interference from automobiles. *For pedestrian convenience the Commission recommended lining up the striped area of one of the ADA parking stalls with the front door so that it also acts as a pedestrian path and customers don't have to go around cars.* (*The applicant will address this by moving the van accessible space so that the striping lines up with the front door as much as possible. This is not reflected on the Civil Plans, but is shown on the Architectural Site Plan A001*)
e. Recommend that the applicant become acquainted with the dark sky ordinance. (*A copy will be forwarded to the applicant.)*

All of the items listed above, except 9.c., have been included as conditions in Section H of this report. Item 9.c. has been addressed and it is not necessary to include this as a condition.

E. Community Review:

Per 19.13.04 of the City Code, this item has been noticed in *The Daily Herald*, and each property owner within 300 feet of the subject property was sent a notice at least ten calendar days prior to the public hearing with the Planning Commission. A public hearing is not required with the City council. As of the completion of this report, no public comment has been received.

F. General Plan:

The Land Use Map of the General Plan designates this property for Regional Commercial uses. The Land Use Element of the General Plan states "Regional Commercial areas shall be characterized by a variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. Developments located in Regional Commercial areas shall be designed so as to create efficient, functional conglomerations of commercial activities."

Staff Conclusion: consistent. The site and nearby properties are currently zoned RC. Nearby uses include Walmart, Zions Bank, Café Rio, Dollar Cuts, etc. The proposed access lines up with the access for the neighboring uses and is an adequate distance from West Commerce Drive. The nearest Fitness Center is Anytime Fitness which is a few blocks away; thus, this business will contribute to a conglomeration of commercial activities in this location. The proposed business location and proposed access location will contribute to functional conglomerations of commercial activities by providing a new Fitness Center within the Regional Commercial zone.

G. Code Criteria:

The requirements for the RC zone are outlined in Section 19.04.22. The parking requirements are in Chapter 19.09, the Site Plan requirements are in Chapter 19.14, and the Conditional Use standards are in Chapter 19.15. Pertinent sections of these Chapters and sections are reviewed below.

Urban Design Committee Review: complies. Section 19.14.04 requires the Urban Design Committee to review site plans prior to the first Planning Commission or City Council meeting. The Urban Design Committee reviewed the proposed site plan and elevations on February 12, 2015 and recommended approval as proposed.

Permitted or Conditional Uses: complies. Section 19.04.07 lists all of the permitted and conditional uses allowed in the RC zone. "Fitness Center (5,000 square feet or less)" is a conditional use in the RC zone. The definition in Chapter 19.02 states "Fitness Center" means a facility where members or nonmembers use equipment or space for the purpose of physical exercise. In conjunction with the site plan application, the applicant is seeking conditional use approval. A review of the conditional use standards is found later in this report.

Minimum Lot Sizes: complies. The minimum lot size in the RC zone is 20,000 square feet. The proposed project site is 86,614 square feet.

Setbacks and Yard Requirements: Section 19.04.22 outlines the setbacks required by the RC zone. The front of the building is facing West Commerce Drive. The setback requirements are reviewed below.

Front: complies. Not less than twenty feet is required. *The front of the building is facing West Commerce Drive and the plans indicate a front setback of 20 feet.*

Sides: up for discussion. Twenty feet is required when adjacent to RC zones. The City Council may reduce the side setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. *The applicant is requesting a 10 foot side yard setback along the West property line. This request was discussed during the concept plan review and was supported because the Walmart detention basin is directly west of this site and is approximately 60 feet wide. This offers 60 feet of landscaping directly west of this site and eliminates the need for a large landscape area on the west side of the proposed building.*

Rear: complies. The RC zone requires a 20 foot rear setback; *the plans indicate a rear setback of 310 feet.* If the property is adjacent to a residential or agricultural zone the setback shall be 30 feet. *However, the property is not adjacent to an agricultural or residential zone.* If the rear of the building faces a collector or arterial street, the setback shall be 40 feet. *The applicant has addressed the north elevation as the front elevation; therefore the rear elevation faces the parking lot and is not facing a collector or arterial street.*

Exceptions: complies. The City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. *The applicant has only made one request for a setback reduction.*

Other General Requirements: complies. In addition to the specific setback requirements noted above, no building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window. *The plans indicate that the building is at least five feet from private roads, driveways, and parking spaces.*

Structure Height: Reviewed with Site Plan application. No structure in this zone shall be taller than 50 feet. *Building elevations are attached and the building is approximately 35 feet tall.*

Maximum Lot Coverage: complies. The maximum lot coverage in this zone is fifty percent. *The proposed site is 86,614 square feet. The proposed building footprint is 15,000 square feet, which is 17.32% of the site.*

Minimum Building Size: complies. Individual structures within this zone shall be a minimum of 1,000 square feet above grade. *The proposed building is 20,000 square feet.*

Development Standards: The following development standards shall apply to the Regional Commercial Zone:

a. Architectural Review. The Planning Commission shall review the Site Plan and building elevations. The Planning Commission may offer recommendations for Architectural design of buildings and structures to assure compatibility with adjacent development and the vision of the Land Use Element of the General Plan.

   Finding: **up for discussion.** The proposed elevations are attached for review by the Planning Commission.

b. Landscaping.

   i. Required front yard areas, and other yard areas facing a public street, shall have a landscaped area of not less than twenty feet (or as reduced in Subsection 5.b. above) as approved through the Site Plan review process.

   ii. There shall be a minimum of ten feet of landscaping between parking areas and side or rear property lines adjacent to agricultural and residential land uses.

   iii. All landscaping shall be completed in accordance with the approved Site Plan and shall be installed prior to the issuance of a Certificate of Occupancy for the building.

   iv. The Building Official may approve exceptions as seasonal conditions warrant.

   Finding: complies. The proposed landscape plans are attached and indicate compliance with i. and ii. The landscaping will be inspected by the Planning Department for compliance with the approved landscape plans prior to issuance of a certificate of occupancy. The site is expected to be improved during the spring and/or summer; thus, seasonal exceptions should not be necessary.

Uses Within Buildings: complies. This section requires all uses to be conducted entirely within an enclosed building except for those deemed by the City Council to be customarily and appropriately conducted outside such as automobile refueling stations and gas pumps. *No outdoor uses are proposed.*

Trash storage: can comply. Section 19.14.04 requires trash storage areas to be comparable with the proposed building and surrounding structures. *The applicant is aware of this requirement and this has been added as a condition of approval.*

Buffering/Screening Requirements: complies. This section requires fencing or landscaping to buffer uses in the RC zone that abut Agricultural or residential uses. *There are not any abutting agricultural or residential uses.* This section also requires a minimum number of both deciduous and evergreen trees. *Landscape requirements are reviewed later in this report.*

Landscaping Requirements: complies. Twenty percent of the total project area is required to be landscaped and all sensitive lands shall be protected. *The plans indicate 20.4% of the site will be landscaped and there are not any sensitive lands in the project area.*

17,726 square feet of landscaping requires: 9 deciduous trees at 2" caliper, 6 evergreen trees to be six feet tall, 30 shrubs and 35% turf. *The plans indicate 17 deciduous trees at 2" caliper, 6 evergreen trees that are to be six feet tall, 267 shrubs, and 69.7% turf. Two trees will also be added along West Commerce Drive.*

Sensitive Lands: complies. Sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development. Sensitive lands shall be included in protected landscaping. *This site does not have any sensitive lands other than the detention basin needed to serve this property. The detention basin will be located within the landscape areas. The RC zone does not stipulate a permitted number of ERU's per acre.*

Parking: complies. Section 19.09.11 (as approved by the City Council on February 3, 2015) requires five stalls per 1,000 square feet for fitness centers resulting in a requirement of 100 stalls; *the plans indicate that 106 parking stalls will be provided.*

Landscaping in Parking Areas: complies. Section 19.09.08 regulates landscaping in parking areas and requires:

- When parking is adjacent to public streets a landscape berm that is 10 feet wide is required. *The parking in this project is not adjacent to a public street.*
- 6" high Curbs are required between paved surfaces and parking areas and have been provided.
- At intersections of streets, driveways, and sidewalks all landscaping shall be limited to a height of three feet. The grade at intersections shall not be bermed for a distance of 30 feet at intersections and 15 feet and driveways. *The clear sight triangles are hatched on the plans and comply.*
- All landscape boundary strips shall be a minimum of eight feet in width. *The landscape boundary strips comply.*
- A landscaped screen, berm, or fence may be required by the City Council around the perimeter to mitigate light intrusion from headlights. *The surrounding uses are commercial uses and screening is not anticipated.*
- Required landscape islands shall be equal to the size of a parking stall. *The plans comply with this requirement.*

Parking Lot Lighting: complies. Section 19.11.05 outlines design requirements for lighting. The lighting plans indicate the City's commercial standard which complies with the design requirements.

Signage Review: The proposed sizes and the request for a third wall sign are reviewed below.

Wall Sign Sizes: complies.
For a 20,000 square foot building, the maximum letter/logo height is <u>four feet</u>.

North Elevation allows 62.98 square feet maximum

Circle, 4' x 4'=	16 square feet
VASA, 2.5' x 12.5'=	31.25 square feet
FITNESS, 8.5' x 1'=	<u>8.50 square feet</u>
	55.75 square feet total (complies)

East Elevation allows 131.98 square feet maximum

Circle, 4' x 4'=	16 square feet
VASA, 2.83' x 15'=	42.45 square feet
FITNESS, 1.5' x 12.25'=	<u>18.375 square feet</u>
	76.825 square feet total (complies)

South Elevation allows 128.85 square feet maximum

VASA, 21' x 4'=	84 square feet
FITNESS, 18.5' x 2.25'=	<u>41.625 square feet</u>
	125.625 square feet total (complies)

Wall signs: Third wall sign requested. Wall signs are being requested on the north, south, and east elevations of the building. The sizes comply with the Code, but the third wall sign requires City Council approval. Section 19.18.08 states that for wall signs, "The total number of wall signs shall not exceed two unless otherwise approved through the site plan process for new projects."

For third and fourth wall signs, these signs must be located on elevations which face a public or private street or a non-residential parking lot. These signs are not allowed on elevations which face undeveloped property, service alleys or driveways, or separate residential areas not included with a planned area. *The proposed signs comply with these requirements.*

<u>Conditional Use Review:</u>

19.15.04. Determination.

1. The Planning Commission may only permit a Conditional Use to be located within a zone where the particular Conditional Use is listed as a Conditional Use by the use regulations of this Title.
2. A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards contained in this Chapter.
3. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the standards contained in this Chapter, the conditional use may be denied.

Finding: complies. "Fitness Center" is listed as a conditional use within the RC zone. Mitigation measures are reviewed under "General standards and Considerations Governing Conditional uses" below. The reasonably detrimental effects of the proposed conditional use are minimal and can be mitigated by meeting the site requirements for developments in the RC zone.

19.15.05. General Standards and Considerations Governing Conditional Uses.
In reviewing an application for a Conditional Use permit, the Planning Department shall apply the following considerations and standards:

1. The siting of the structure or use, and in particular:
    a. the adequacy of the site to accommodate the proposed use or building and all related activities;
    b. the location and possible screening of all outdoor activities;
    c. the relation of the proposed building or use to any adjoining building with particular attention to protection of views, light, air, and peace and quiet;
    d. the location and character of any display of goods and services; and
    e. the size, nature, and lighting of any signs.

Staff finding: complies.

a. The site is located in an RC zone where commercial uses are anticipated and will be accessed from an existing drive isle within the development. Lot 6 of the Walmart Subdivision plat is located next to commercial Lots that encompass Walmart, Zions Bank, Café Rio, Dollar Cuts, and other businesses.
b. Outdoor uses have not been proposed and are not anticipated with a Fitness Center.
c. The proposed building will not adjoin other buildings and will be approximately 120 feet from the Walmart building, approximately 76 feet from the Zions Bank building, and approximately 175 feet from the building that houses Café Rio. The proposed building is approximately 35 feet tall. Based on the height of the building and the distance from neighboring buildings, mitigation is not necessary to protect vies, light, air or peace and quiet.
d. Outdoor displays are not proposed.
e. The proposed signs were reviewed earlier in this report and comply with commercial signage requirements. The request for a third wall sign requires City Council approval through the site plan process.

2. Traffic circulation and parking, and in particular:
    a. the type of street serving the proposed use in relation to the amount of traffic expected to be generated;
    b. the adequacy, convenience, and safety of provisions for vehicular access and parking, including the location of driveway entrance and exits; and
    c. the amount, timing, and nature of traffic generated by the proposed conditional use.

    Staff finding: complies.
    a. The City Engineer has reviewed the site and the circulation. The proposed business will face West Commerce Drive which is a Collector road and is meant to handle higher volumes of traffic. Access to the parking lot will be from an internal drive isle that is shared between businesses.
    b. There are two direct accesses to the site from an internal share drive isle. This will be adequate for the proposed 106 parking stalls.
    c. It is anticipated that the highest amounts of traffic will be generated early in the morning, between the hours of 5:00 - 6:00 a.m. and in the evening between the hours of 5:00 - 6:00 p.m. The applicant has indicated that the proposed parking will be adequate for the use. The Code requires 100 parking stalls and 106 stalls will be provided.

3. The compatibility of the proposed conditional use with its environment, and in particular:
    a. the number of customers or users and the suitability of the resulting activity level to the surrounding uses;
    b. hours of operation;
    c. adequacy of provisions for the control of any off-site effects such as noise, dust, odors, light, or glare, etc.;
    d. adequacy of provisions for protection of the public against any special hazards arising from the intended use;
    e. the expected duration of the proposed building, whether temporary or permanent, and the setting of time limits when appropriate; and the degree to which the location of the particular use in the particular location can be considered a matter of public convenience and necessity.

    Staff finding: complies.
    a. The proposed fitness center is a compatible use in the RC zone. The fitness center is being proposed on an undeveloped lot/site. The resulting activity level may be higher than some of the surrounding uses such as the bank or the hair salon; however, higher parking requirements are in place for fitness centers in order to accommodate the activity levels.
    b. The business will be open 24 hours a day, which is similar to the neighboring Walmart.
    c. Off-site noise, dust, odors, light and glare are not expected from a Fitness Center.
    d. No special hazards are anticipated.
    e. The building is expected to be permanent and is required to meet site development standards as outlined earlier in this report. The proposed use will increase the convenience to the public as there is only one similar business in the City and there is a high demand for this type of use.

4. The Conditional Use shall meet the following standards:
    a. the use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
    b. the use will be consistent with the intent of the land use ordinance and comply with the regulations and conditions specified in the land use ordinance for such use;

c. the use will be consistent with the character and purposes stated for the land use zone involved and with the adopted Land Use Element of the General Plan;
d. the use will not result in a situation which is cost ineffective, administratively infeasible, or unduly difficult to provide essential services by the City, including roads and access for emergency vehicles and residents, fire protection, police protection, schools and busing, water, sewer, storm drainage, and garbage removal; and
e. the proposed use will conform to the intent of the City of Saratoga Springs General Plan.

Staff finding: complies. The proposed fitness center will not be detrimental to the health, safety, or general welfare of persons in the area but will offer a service that is not yet available in the City. The proposed site can comply with the land use ordinance requirements and regulations as reviewed earlier in this report. The proposed use will not result in a situation that is cost ineffective to the City. The proposed use will contribute to sales tax revenue for the City. The proposed use conforms to the intent of the General plan as outlined in Section "F" of this report.

5. When necessary, the City Council may attach conditions to ensure compatibility with the surrounding area and to mitigate harmful effects. Such conditions may include the following:
   a. additional parking;
   b. water, sewer, and garbage facilities;
   c. landscape screening to protect neighboring properties;
   d. requirements for the management and maintenance of the facilities;
   e. changes in layout or location of uses on the lot; and
   f. any other condition the City Council finds necessary to reasonably ensure that the proposed Conditional Use will comply with the standards noted above.

Staff finding: additional mitigation is not necessary. The site plan indicates adequate parking for the proposed use, a dumpster location, and landscaping as required by code. The hours of operation are compatible with the surrounding businesses and will not need additional management or maintenance. The business faces West Commerce drive. Changes to the layout or location are not recommended.

6. The City Council shall make its decision based upon the facts presented for the record; expressions of support or protest alone shall not constitute the basis of approval or denial.

H. Recommendation and Alternatives:

After evaluating the required standards for developments in the RC zone and the conditional use criteria, staff recommends that the City Council conduct a public meeting and make the following motion:

Recommended Motion:

"Based upon the evidence and explanations received today, I move that the City Council approve the VASA Fitness Site Plan and Conditional Use Permit on property located at 1523 North Redwood Road, with the findings and conditions below:

Findings:

1. The proposed site plan and conditional use are 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 site plan and conditional use meets or can conditionally meet 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.

3. The proposed wall signs face West Commerce Drive, the drive isles within the site and the parking area for the subject use. The development across the street from the proposed signs is a commercial development.

Conditions:

1. That all requirements of the City Engineer be met, including those listed in the attached staff report.
2. That all requirements of the Fire Chief be met.
3. The third wall sign is approved as proposed.
4. The west side yard setback may be reduced from 20 feet to 10 feet because the Walmart detention basin is adjacent to this property line and provides a 60' wide landscape buffer.
5. Dumpster enclosure details shall be provided and in compliance with Section 19.14.04 prior to approval of the construction drawings.
6. The proposed photometric plan and lighting coverage are subject to approval by the City Engineer.
7. For parking lot lighting, the City standard is proposed. The City standard or equivalent is required.
8. The crosswalks shall be colored concrete, but shall not be stamped. A smooth surface is needed for accessibility.
9. That the vertical awning components/supports do not interfere with accessibility routes and requirements.
10. The clear sight triangle shall be maintained with plants that are 3' or less in height
11. The striped area for the van accessible stall shall line up with the front door as much as possible.
12. That the applicant become acquainted with the recently adopted "dark sky ordinance".
13. Any other conditions as articulated by the City Council:
    _____

Alternative Motions:

Alternative Motion A

"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision as 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 VASA Fitness site plan and conditional use on property located at 1523 North Redwood Road. I find that the application does not meet the requirements of City ordinances as more specifically stated below."

List Specific Code Standards and Requirements:

_____

_____

_____

_____

I. Exhibits:

1. Engineering Staff Report
2. Zoning / Location Map
3. PC Minutes, 1/8/15
4. CC Minutes, 2/3/15
5. PC Minutes, 2/26/15
6. Elevations and Signage
7. Architectural Site Plan
8. Dimensions for Vertical Posts
9. Civil Site Plan
10. Landscape Plan

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: VASA Fitness
Date: February 26, 2015 – PC and March 3, 2015 - CC
Type of Item: Site Plan Approval

Description:

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

B. Background:

Applicant:	*HD Saratoga, LLC / Charlie Hammond*
Request:	*Concept Plan*
Location:	*1523 N. Redwood Road*
Acreage:	*2.064 acres - 1 lot*

C. Recommendation: Staff recommends the approval of Site Plan subject to the following conditions:

D. Conditions:

A. Meet all engineering conditions and requirements in the construction of the project. Review and inspection fees must be paid and a bond posted as per the City's Development Code prior to any construction being performed on the project. Impact and water fees are due when pulling the building permit.

B. All review comments and redlines provided by the City Engineer are to be complied with and implemented with the approved construction drawings.

C. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

D. Submit easements for all public utilities not located in the public right-of-way.

E. Developer is required to ensure that there are no adverse effects to adjacent properties 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 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. 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.

J. 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.

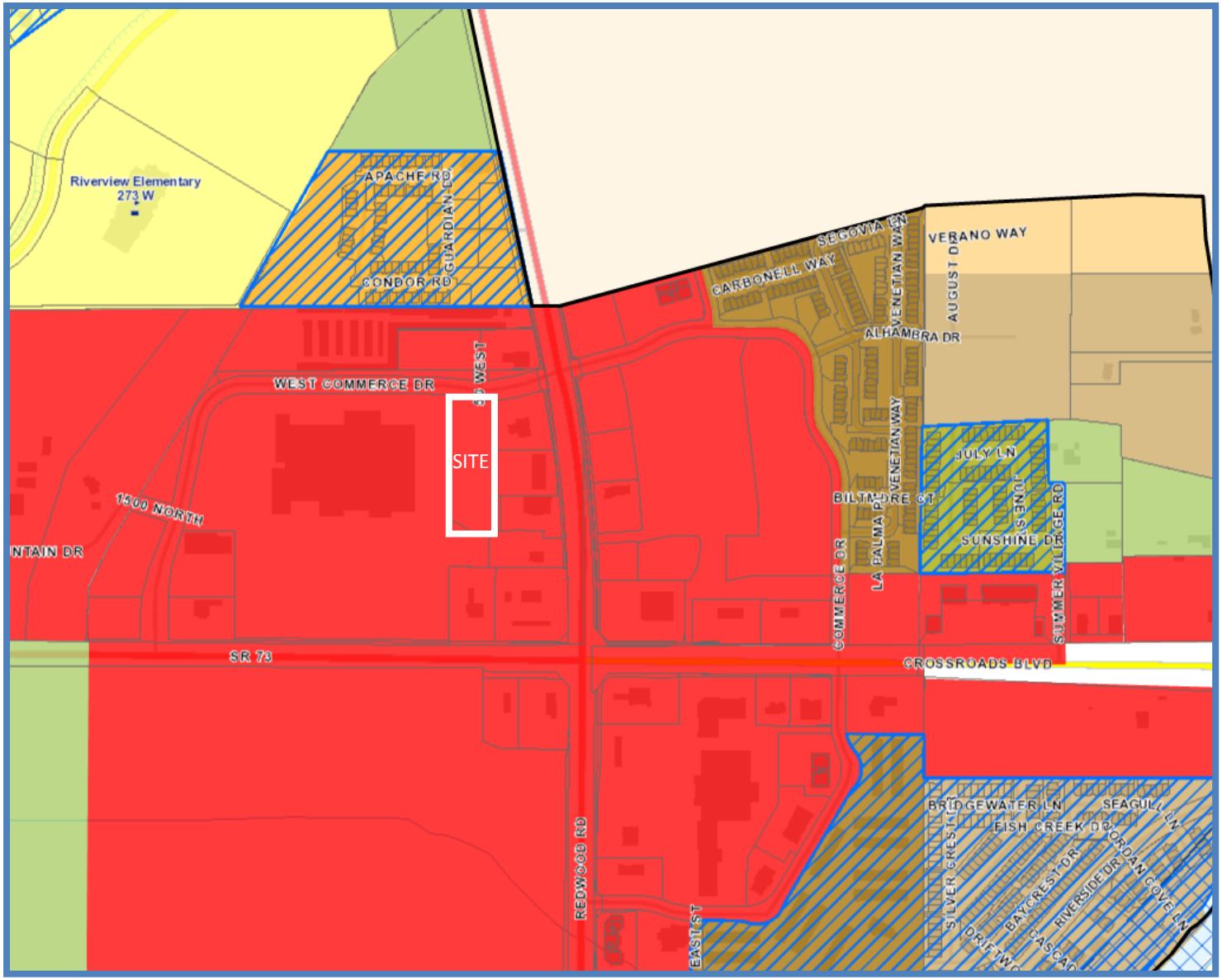
K. Site Lighting locations and designs shall comply with all City Standards and specifications and be City Standard commercial type lighting or approved equal. Lighting locations shall be in locations that do not conflict with the proposed landscaping or with the site triangles required by City Code.

L. An updated geotechnical report or memorandum shall be provided for the site.

M. Any existing improvements that are removed or impacted must be replaced in kind with the same structure or better as currently exists.

N. All unused utility laterals must be removed back to the main and capped.

O. Storm Drain detention system shall be a minimum of 10’ from the property lines and include an overflow spillway. Underground systems shall have an impermeable liner.



ZONING / LOCATION MAP, PROPERTY IS ZONED RC

City of Saratoga Springs
Planning Commission Meeting
January 8, 2015
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:
Commission Members: Jeff Cochran, Jarred Henline, Sandra Steele, Kara North
Staff: Kimber Gabryszak, Sarah Carroll, Kevin Thurman, Jeremy Lapin, Nicolette Fike
Others: Charlie Hammond, Alan & Laurie Johnson, Rachel McKenzie, Blaine Hales, Dr. Brian McCune
Excused: Kirk Wilkins, Hayden Williamson

6. Concept Plan for Vasa Fitness located at 1523 North Redwood Road, Charlie Hammond, applicant.

Sarah Carroll presented the Concept plan. They are requesting a setback reduction on the west side of the building. In this case there is a detention basin to the west that is a landscaped area. They are proposing a conceptual rear elevation which will be the entrance.

Sandra Steele asked the applicant what the distance from the lowest parapet to the roof was because they require all rooftop equipment be screened. She wanted to make him aware of it

Charlie Hammond said they put the roof on a slope with RTU's on the backside, so they are not visible from the street.

Sandra Steele asked if roof top equipment has an access from the inside. (Yes.) She asked that when he brings in the elevations that they show the percentage of each building material and give the lengths of the longer portions of each material to make sure they don't exceed the requirements. She thought the sign might exceed the height limit but won't know till they get the preliminary plat. She also noted that they need to have equal architectural treatment on all sides.

Kara North asked Sarah Carroll to explain the detention basin issue again to fully understand how the detention basin contributed to the setback reduction.

Sarah Carroll pulled up an aerial photo that showed the current detention basin with sod and trees, there will not be another building put within 20-40 feet of this property line.

Kara North noted setback reductions are not generally favored and thanked her for the clarification. She said generally she is impressed how they have made the transition from Gold's Gym to Vasa, she likes their facades and hopefully it will be an attractive benefit to our city.

Jarred Henline asked about the size of the facility.

Rachel McKenzie said this isn't an express version but it doesn't have pool or racquetball but has basic cardio and workout spaces. They are planning on opening as soon as they can.

Jarred Henline appreciated Commissioner Steele and Commissioner North's comments. Hopefully when they come back it will have everything they need to move forward.

Jeff Cochran asked staff about the detention basin on the plan, could those be combined with the larger current basin to perhaps increase parking.

Jeremy Lapin hadn't done much research on it but he thought the Walmart pond might not be down-stream enough to handle and also cleaning was sized to the one site and if they combined it might be hard. He said not to the west but possibly to the south or underground.

Jeff Cochran challenged the applicant to look at the parking again and see if they could possibly add a few more stalls.

Rachel McKenzie replied that the most efficient way to get more parking would be to have less drive, if they look at landscape as percentage wise, and eliminate some of the landscaping on the edge it might, but when they look into how to break it up they have more drives and lose more stall.

Jeff Cochran said as they come back he would encourage them to follow code to make the process easier. We are anxious to have a place like this in the community. We look forward to having you back.

City of Saratoga Springs
City Council Meeting
February 3, 2015
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Policy Session Minutes

Present:

Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Bud Poduska
Staff: Mark Christensen, Kimber Gabryszak, , Owen Jackson, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Jess Campbell, Andrew Burton, Nicolette Fike
Others: Nate Shipp, Brian Flamm, Preston Condie, Wendy Condie, Setterberg, J. Klingonsmith, Julie Moore, Diana Brady, Bill Garcia, Jared Pinegar, Rachel McKenzie, Lars Anderson, Bob Krejci, Cari Krejci, Julie Carli, Laura Ault, Charlie Hammond, Steve Larsen, Thomas Baggeley, Christian Baggeley, Brett Hardcastle, Matt Niepraschk, Mindi Tate

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

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

Councilwoman Baertsch had no problem with the setback reduction because it is next to a detention basin. In general the layout is great; make sure the signs fit code.

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

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

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

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

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

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

City of Saratoga Springs
Planning Commission Meeting
February 26, 2015
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:
Commission Members: Jeff Cochran, Kirk Wilkins, Sandra Steele, Hayden Williamson, Kara North,
Staff: Kimber Gabryszak, Sarah Carroll, Scott Langford, Kevin Thurman, Nicolette Fike, Mark Christensen, Jeremy Lapin
Others: David Funk, Lindsay Gadd, Daniel Schmidt, Derek Lloyd
Excused: Jarred Henline

4. Public Hearing and Possible Recommendation: Site Plan and Conditional Use for VASA Fitness located at 1523 North Redwood Road, Charlie Hammond, applicant.

Sandra Steele wondered if they should continue this item to another time when the applicant could be present.
Kevin Thurman indicated that if they were able to determine if it met the code based on the information presented to them without the applicant here, then they were still required to act on it. But if they needed some questions answered to determine if it met code, that could not be answered without the applicant, then they would have the discretion to continue it.
Jeff Cochran thought we had an obligation to move forward as it had been noticed.

Sarah Carroll presented the Site Plan. She showed proposed elevations and signage. They are requesting a 3rd wall sign. They are requesting a setback reduction to the west where there is a detention basin.

Public Hearing Open by Chairman Jeff Cochran
No input at this time.
Public Hearing Closed by Chairman Jeff Cochran

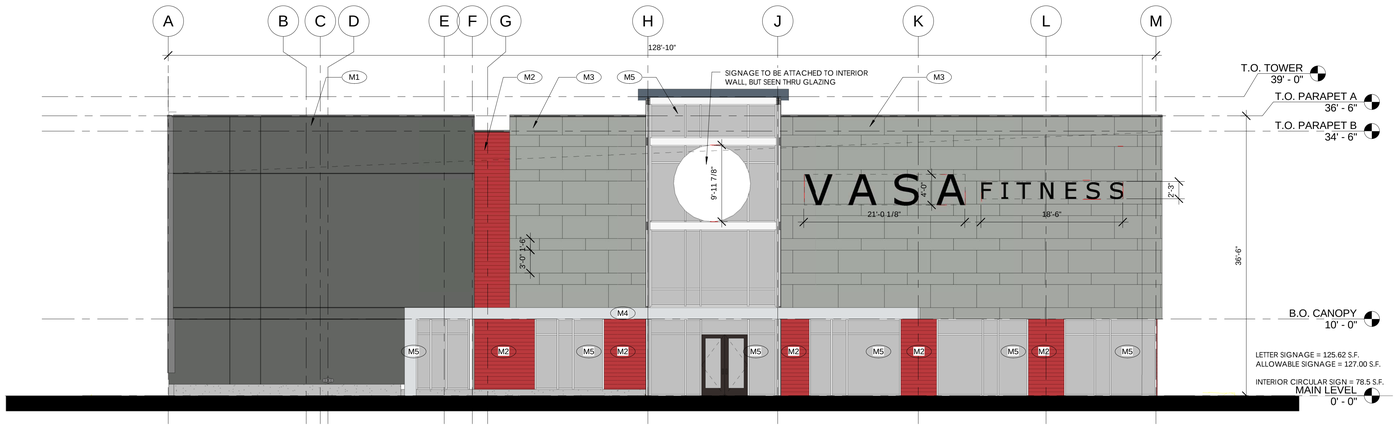
Kara North is open to what the rest of the commission would say about the third wall sign. She isn't sure the third sign is necessary. She likes the plan and elevations and colors.
Kirk Wilkins feels the parking is still a concern. As presented, he is ok with the third sign. He is fine with the setback.
Hayden Williamson did not have many concerns, with parking they are in compliance with code. He feels we get a lot of requests for a third sign, when we have a lot of those requests it may mean our code needs to be reviewed. As it is presented he would be in favor of the three signs. He would be in favor of the setback request.
Sandra Steele thought she would be ok with the three signs because they face 3 different roads. But she thought if they were aware of the dark sky ordinance they may want to change. They show an awning and vertical but she wondered where the vertical comes down and how far out the canopy was. It may be a code issue. She thinks they could put an access aisle in front to allow persons to access the door easier. She wanted to ask about the length of a wall on the east elevation. It wasn't scalable and may need something to break it up.
Jeff Cochran recognizes that they have made the change to the parking code but he does feel it will be under parked. He is ok with the 10' setback on the west side. He feels it should follow the sign code, in this instance they have 3 major streets they front and we are asking that the side opposite entrance be the front so for that reason he is ok with the third sign. He is happy to see this business come to the community.
Mark Christensen asked if they knew about the cross parking agreement.

Sarah Carroll said the existing agreement included all the lots except for Walmart so it should be included.
Mark Christensen replied that would mean their parking requirements were addressed in the cross parking agreement.
Sandra Steele was hoping to have had her questions answered tonight.
Hayden Williamson asked if we proposed conditions for her concerns to comply would she be comfortable with that.
Sandra Steele would like an access aisle for disabled parking so they weren't bumping mirrors trying to get in.
Kevin Thurman said they could make a recommendation for that in the motion.
Sarah Carroll didn't know if they had room to fit it in.
Sandra Steele was concerned with the vertical and canopy. She was concerned with some landscaping that may be too large and asked that a condition be made that they be maintained at 3' to meet clear site code.
Jeff Cochran feels those are code enforcements.
Sandra Steele feels if we have put them on notice and there is an accident then we are more covered.
Sarah Carroll said it wouldn't hurt to make it a condition or recommendation.
Sandra Steele doesn't feel she has been able to explain her concerns well enough. She sees this a lot in landscape plans. It is a code enforcement issue but we have lots of those around the city that are not being taken care of.
Kevin Thurman thought it would be an appropriate thing for them to address, it would be a simple thing for the applicant to address.

Motion made by Kara North that Based upon the evidence and explanations received today, I move that the Planning Commission forward a positive recommendation to the City Council for approval of the VASA Fitness Site Plan and Conditional Use Permit on property located at 1523 North Redwood Road, with the findings and conditions in the staff report. And the additional conditions identified as follows: That the vertical support foot awnings on the perimeters of the building are ADA compliant; That plantings identified in the landscape plan, that when mature would not interfere with the clear site triangle, must be maintained in compliance with Section 19.06; That they verify that the north east wall elevation complies with section 3.11 in the Design Standards; And with the additional recommendation that they orient one parking access aisle so as to facilitate pedestrian traffic without interference from automobiles. Seconded by Kirk Wilkins.

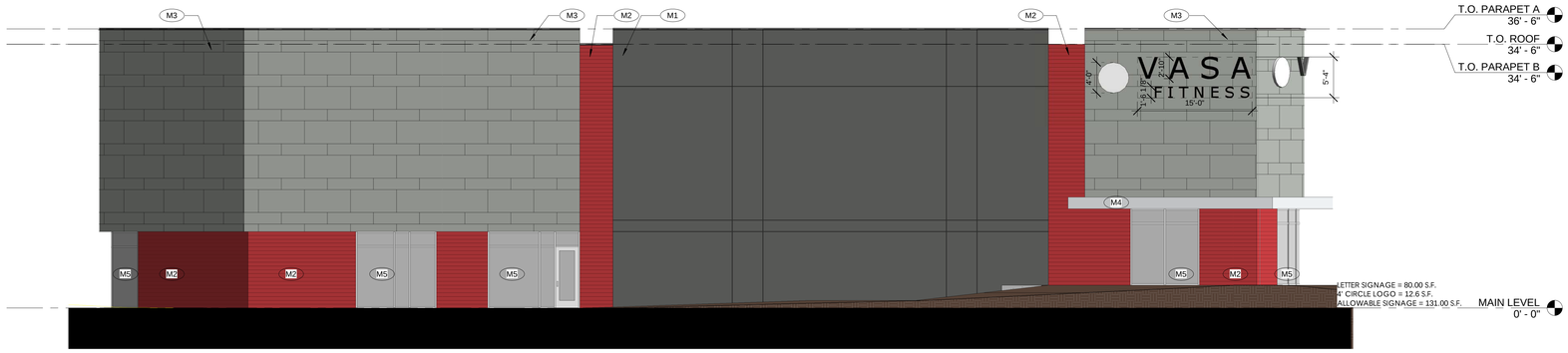
Kirk Wilkins asked can we say that the parking space is on the south side of the building.
Sandra Steele thought we have a duty to let them know about our dark sky ordinance.
Kara North suggested we could say **That they acquaint themselves with our dark sky ordinance.**
Kirk Wilkins **accepted** the addition.

Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.



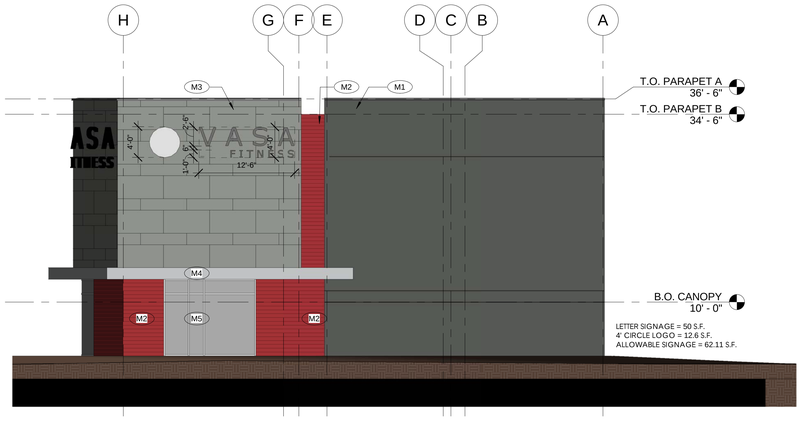
1 SOUTH (FRONT) ELEVATION

SCALE: 1/8" = 1'-0"



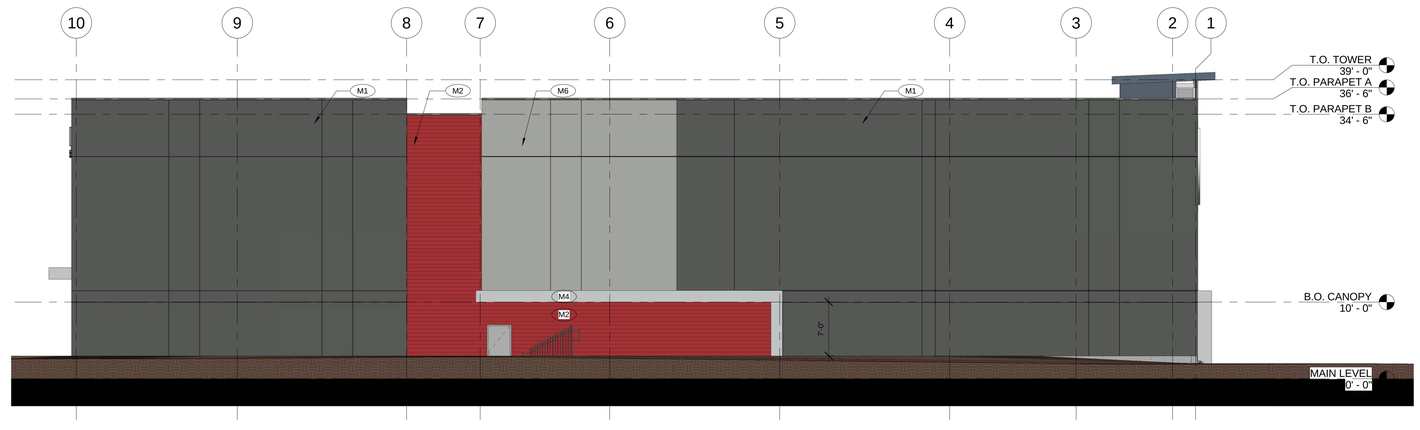
2 EAST ELEVATION

SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



4 WEST COLOR ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL SCHEDULE

M1	STUCCO COLOR 1 - SW 7068 "GRIZZLE GRAY"
M2	7.2 CORRUGATED METAL PANEL- "CRIMSON RED"
M3	INSULATED ARCHITECTURAL METAL PANEL - "SILVER METALLIC"
M4	STEEL CANOPY - SW 6238 "ICICLE"
M5	ALUMINUM STOREFRONT- CLEAR ANODIZED
M6	STUCCO COLOR 2 - SW7065 "ARGOS"

GENERAL ELEVATION NOTES

BUILDING ELEVATION TOTAL MATERIALS

STUCCO.....9851 S.F. = 60%
INSULATED ARCHITECTURAL METAL PANEL.....3047 S.F.= 19%
7.2 CORRUGATED METAL PANEL.....1754 S.F. = 11%
STOREFRONT GLAZING.....1602 S.F.= 10%
TOTAL FACADE.....16254 S.F.= 100%

SOUTH BUILDING ELEVATION (MAIN FACADE)

STUCCO.....1249 S.F. = 27%
INSULATED ARCHITECTURAL METAL PANEL.....1808 S.F. = 40%
7.2 CORRUGATED METAL PANEL.....357 S.F. = 8%
STOREFRONT GLAZING.....1152 S.F. = 25%
TOTAL FACADE.....4566 S.F. = 100%

EAST BUILDING ELEVATION

STUCCO.....3003 S.F. = 66%
INSULATED ARCHITECTURAL METAL PANEL.....663 S.F. = 15%
7.2 CORRUGATED METAL PANEL.....526 S.F. = 12%
STOREFRONT GLAZING.....330 S.F. = 7%
TOTAL FACADE.....4,522 S.F. = 100%

NORTH BUILDING ELEVATION

STUCCO.....1220 SQ FT = 57%
INSULATED ARCHITECTURAL METAL PANEL.....576 S.F.= 27%
7.2 CORRUGATED METAL PANEL.....231 S.F.=10%
STOREFRONT GLAZING.....120 S.F. = 6%
TOTAL FACADE.....2147 S.F.=100%

WEST BUILDING ELEVATION

STUCCO COLOR 1.....3755 S.F. = 75%
STUCCO COLOR 2.....624 S.F. = 12%
7.2 CORRUGATED METAL PANEL.....640 S.F.=13%
TOTAL FACADE.....5019 S.F. = 100%

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CONSULTANT:

OWNER:

VASA FITNESS
1259 SOUTH 800 EAST
OREM, UTAH 84097

PROJECT:

VASA FITNESS - SARATOGA SPRINGS
1523 NORTH COMMERCE DRIVE SARATOGA SPRINGS, UT 84045

DATE	DESCRIPTION

PRESENTATION ELEVATIONS

PROJECT # 14-1271
DRAWN BY: RM
CHECKED BY: RM

SHEET #
A201a

3/4/2015 11:54:31 AM
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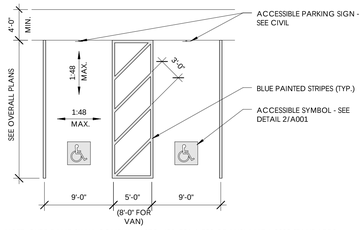
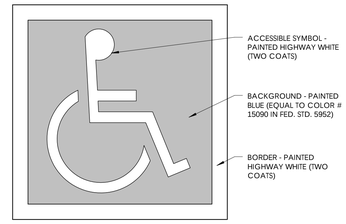
ARCHITECTURAL SITE PLAN WITH AWNING DIMENSIONS



NOTE: CURB RAMP SHALL COMPLY W/ SEC. 406, 501 & 502 OF ANSI A117.1-2003 STANDARDS.
PROVIDE 1 VAN STALL PER 6 ACCESSIBLE STALLS.

3 ACCESSIBLE PARKING STALL

SCALE: 1/8" = 1'-0"



2 ACCESSIBLE PARKING SYMBOL

SCALE: 1" = 1'-0"

GENERAL NOTES

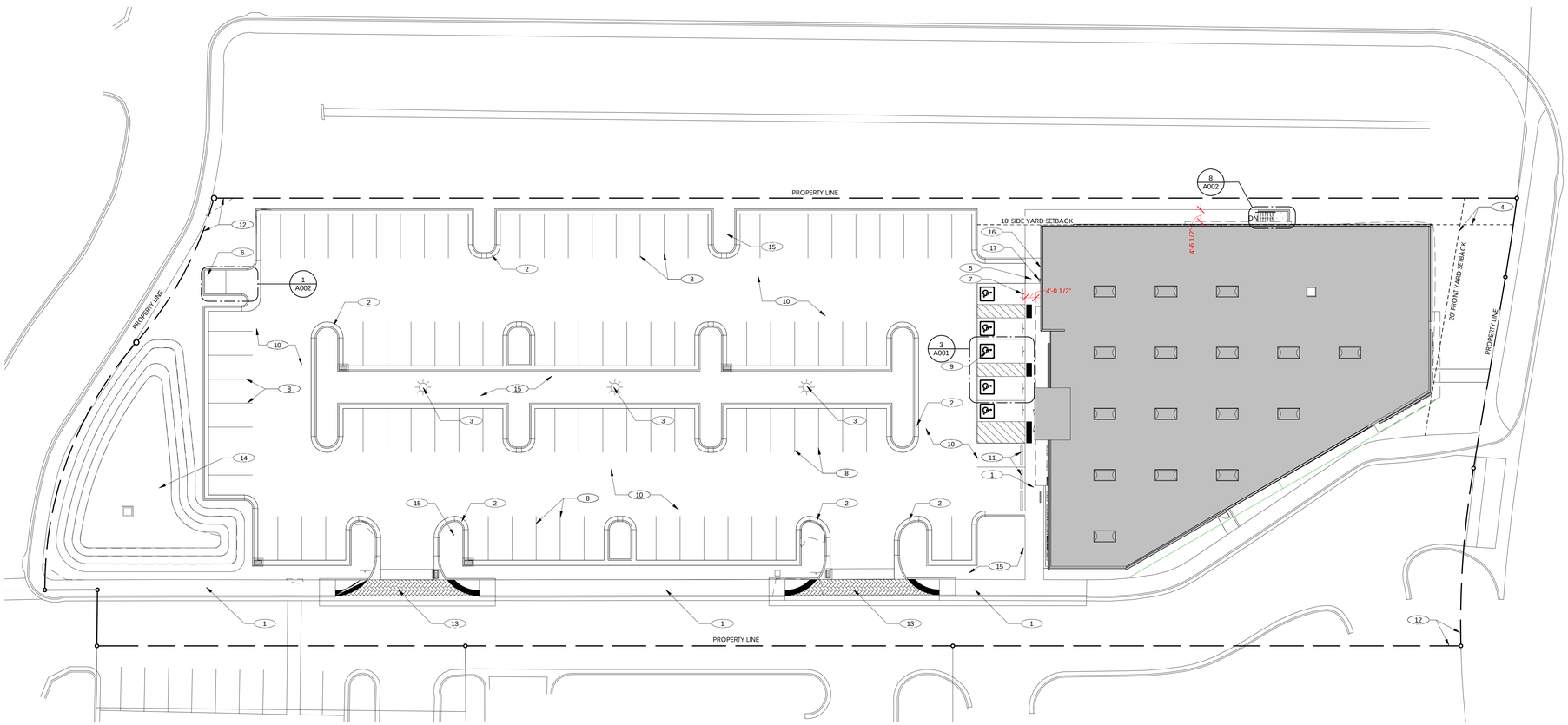
1. EXISTING CONDITIONS ARE INCLUDED FOR CONVENIENCE AND CLARITY AND MAY CONTAIN INACCURACIES. THE CONTRACTOR SHALL MAKE HIM OR HERSELF FAMILIAR WITH AND FIELD VERIFY THE EXISTING CONDITIONS, AND ALL THE CONTRACT DOCUMENTS, AND SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION REQUIRED FOR THE NEW OR REMODEL WORK CALLED FOR IN THE CONTRACT DOCUMENTS.
2. OWNER TO PROVIDE ADDRESS AT MAIN ENTRANCE. NUMBERS AND LETTERS SHALL BE VISIBLE FROM THE STREET & 6" HIGH, & CONTRASTING COLOR OF BACKGROUND.

PROJECT SITE SUMMARY

TOTAL BUILDING AREA:	20,000 S.F.
MAIN LEVEL:	15,000 S.F.
MEZZANINE LEVEL:	5,000 S.F.
TOTAL PARKING REQUIRED:	100 STALLS = 5 STALLS / 1,000 S.F.
TOTAL PARKING PROVIDED:	*106 STALLS = 5.3 STALLS/1,000 S.F.*
ADA STALLS REQUIRED:	5 STALLS
TOTAL ACCESSIBLE STALLS PROVIDED:	*5 STALLS*
ACCESSIBLE VAN STALLS REQUIRED:	1 STALL
TOTAL ACCESSIBLE VAN STALLS PROVIDED:	*5 STALLS*
SITE AREA	86,395 S.F.
TOTAL LANDSCAPE REQUIRED	20% = 17,279 S.F.
TOTAL LANDSCAPE PROVIDED	*21.2% = 18,386.07 S.F.*

SHEET NOTES

1 CONCRETE PAD/SIDEWALK - SEE CIVIL DETAIL - 5/C4.1
2 CONCRETE CURB / CURB & GUTTER - SEE CIVIL DETAIL - 1/C4.1
3 PARKING LOT LIGHT POLE - SEE ELECTRICAL
4 SET BACK LINE
5 ACCESSIBLE RAMP - SEE CIVIL DETAIL - 8/C4.1
6 DUMPSTER ENCLOSURE
7 ACCESSIBLE PARKING SIGN - SEE CIVIL DETAIL - 2/C4.1
8 PARKING LOT STRIPING
9 ACCESSIBLE PARKING STALL
10 ASPHALT PAVING - SEE CIVIL DETAIL 2/C4.1.
11 CONCRETE WHEEL STOPS - SEE CIVIL DETAIL 9/C4.1
12 PROPERTY LINE
13 CONCRETE PAVING - SEE CIVIL DETAIL - 3/C4.1
14 DETENTION POND - SEE CIVIL GRADING PLAN
15 LANDSCAPING - SEE LANDSCAPE PLANS
16 KNOX BOX LOCATION
17 FIRE DEPARTMENT CONNECTION



1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"

20' 10' 0' 20' 40'

SCALE : 1" = 20'-0"

NORTH

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OREM, UTAH 84097

PROJECT:
VASA FITNESS - SARATOGA SPRINGS
1523 NORTH COMMERCE DRIVE SARATOGA SPRINGS, UT 84045

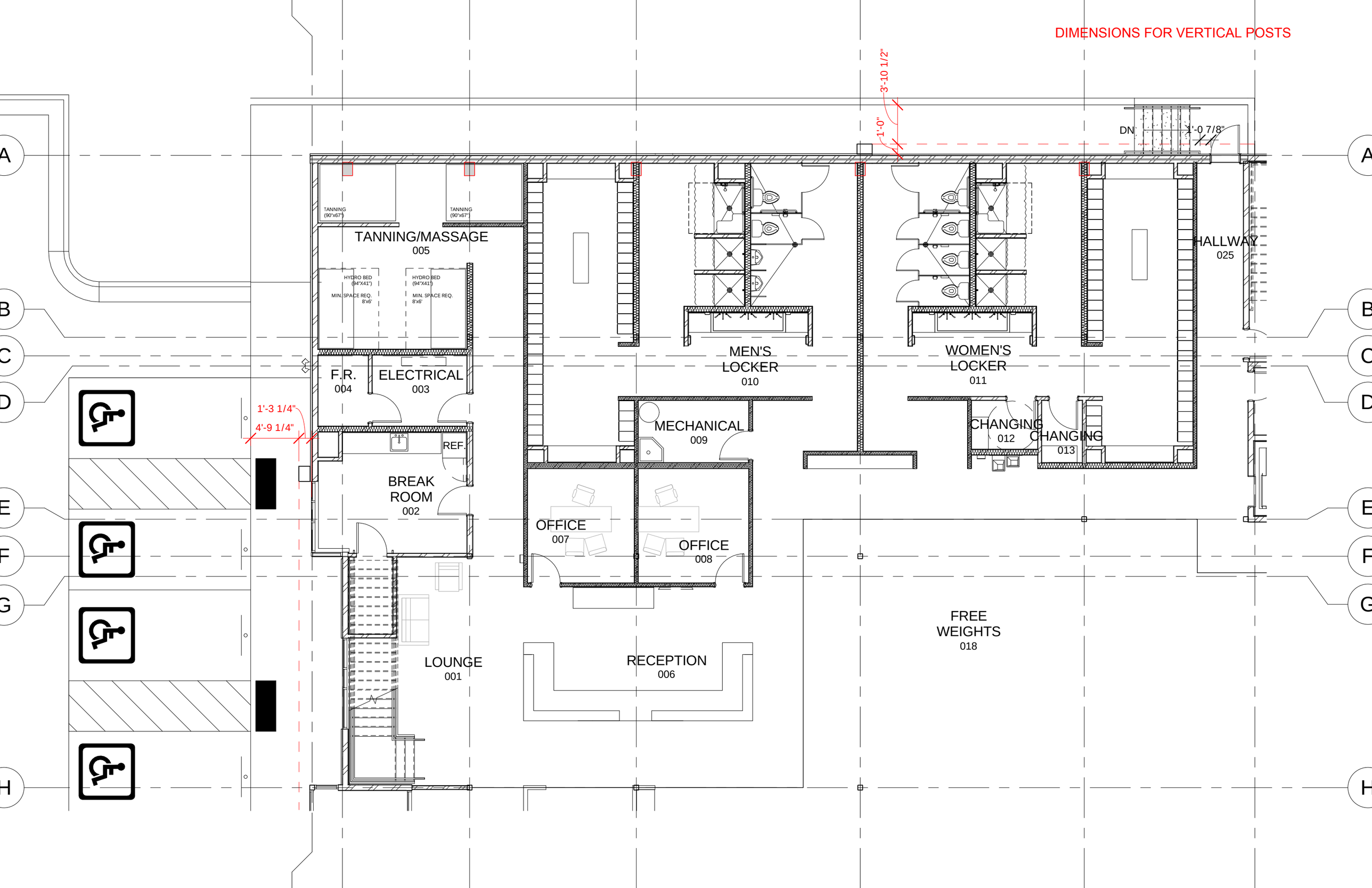
DATE	DESCRIPTION

ARCHITECTURAL SITE PLAN

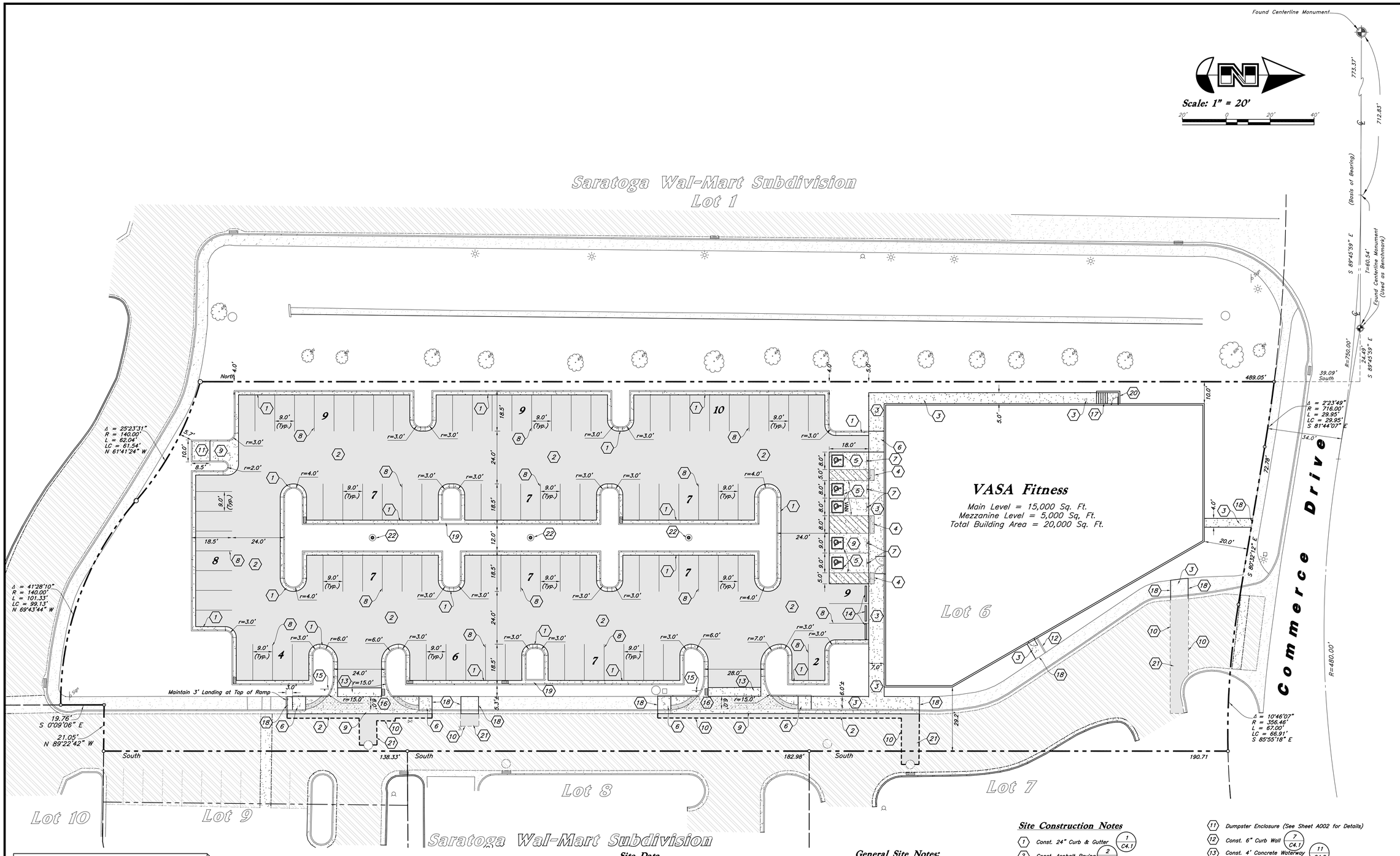
PROJECT #: 14-072.01
DRAWN BY: NWA
CHECKED BY: RM

SHEET #
A001

3/4/2025 12:33:16 PM
C:\Users\nwarner\Documents\VASA Fitness Saratoga_CENTRAL_mnarner.rvt


DIMENSIONS FOR VERTICAL POSTS
3'-10 1/2"
1'-0"
DN
1'-0 7/8"
TANNING (90"x67")
TANNING (90"x67")
TANNING/MASSAGE
005
HYDRO BED (94"X41")
MIN. SPACE REQ. 8'x6'
HYDRO BED (94"X41")
MIN. SPACE REQ. 8'x6'
F.R.
004
ELECTRICAL
003
1'-3 1/4"
4'-9 1/4"
REF.
BREAK ROOM
002
LOUNGE
001
MEN'S LOCKER
010
WOMEN'S LOCKER
011
MECHANICAL
009
OFFICE
007
OFFICE
008
RECEPTION
006
CHANGING
012
CHANGING
013
HALLWAY
025
FREE WEIGHTS
018
A
B
C
D
E
F
G
H

CIVIL SITE PLAN



Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ADA Note:

Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If Grades on plans do not meet this requirement notify Consultant immediately.

The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA (ICC/ANSI A117.1–Latest Edition) and/or FHAA.

Site Data

Site Area = 86,614 s.f. (1.99 ac.)
Landscape Area Provided = 17,726 Sq. Ft. (20.5%)
Impervious Area Provided = 53,888 Sq. Ft.
Building Area = 20,000 s.f
Parking Provided = 106 Stalls

General Site Notes:

1. Stalls designated as Accessible will require a painted Accessible symbol and sign. (See Details)
2. Fire lane markings and signs to be installed as directed by the Fire Marshall.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail.

Site Construction Notes

1. Const. 24" Curb & Gutter (1 / C4.1)
2. Const. Asphalt Paving (2 / C4.1)
3. Const. Conc. Sidewalk 5" PCC / 6" UTBC (5 / C4.1)
4. Const. Detectable Warning Surface (Truncated Domes)
5. Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
6. Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (8 / C4.1)
7. Const. ADA Accessible Sign with Bollard per MUTCD & ICC/ANSI A117.1 (Latest Editions) (10 / C4.2)
8. Const. 4" White Paint Stripe (Typ.)
9. Const. Concrete Paving (3 / C4.1)
10. Sawcut; Provide Smooth Clean Edge
11. Dumpster Enclosure (See Sheet A002 for Details)
12. Const. 6" Curb Wall (7 / C4.1)
13. Const. 4' Concrete Waterway (11 / C4.2)
14. Const. Conc Wheel Stop (9 / C4.1)
15. Const. Stop Sign per MUTCD R1–1
16. Const. 6' Wide Stamped & Red Colored Concrete Crosswalk (Match Color & Pattern Used throughout Development) Paving Section = 7" PCC / 6" UTBC
17. Const. Concrete Stairs (See Arch. Plans for Details)
18. Connect and Match Existing Grade Elevation
19. Const. 18" Concrete Drainage Channel (12 / C4.2)
20. Const. Concrete Retaining Wall; 3' Max. Height
21. Const. "T–Patch" per Saratoga Springs Std. Dwg. ST 26 (Asphalt Section = Existing Section + 1") Existing Pavement Section = 4" HMA / 10"UTBC
22. Const. Light Pole (For Reference Only, See Site Electrical Plan for Details)

REV	DATE	DESCRIPTION
1	3 Mar, 2015	1st City Resubmittal

Designed by: SY
Drafted by: SY
Client Name:
Hawkins Development

14–127SP

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521–0529 – AWengineering.net

Site Plan

VASA Fitness
1523 North Redwood Road
Saratoga Springs, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7879289
SHAUN H YOUNG
3/3/15
STATE OF UTAH

3 Mar, 2015

SHEET NO.
C1.1

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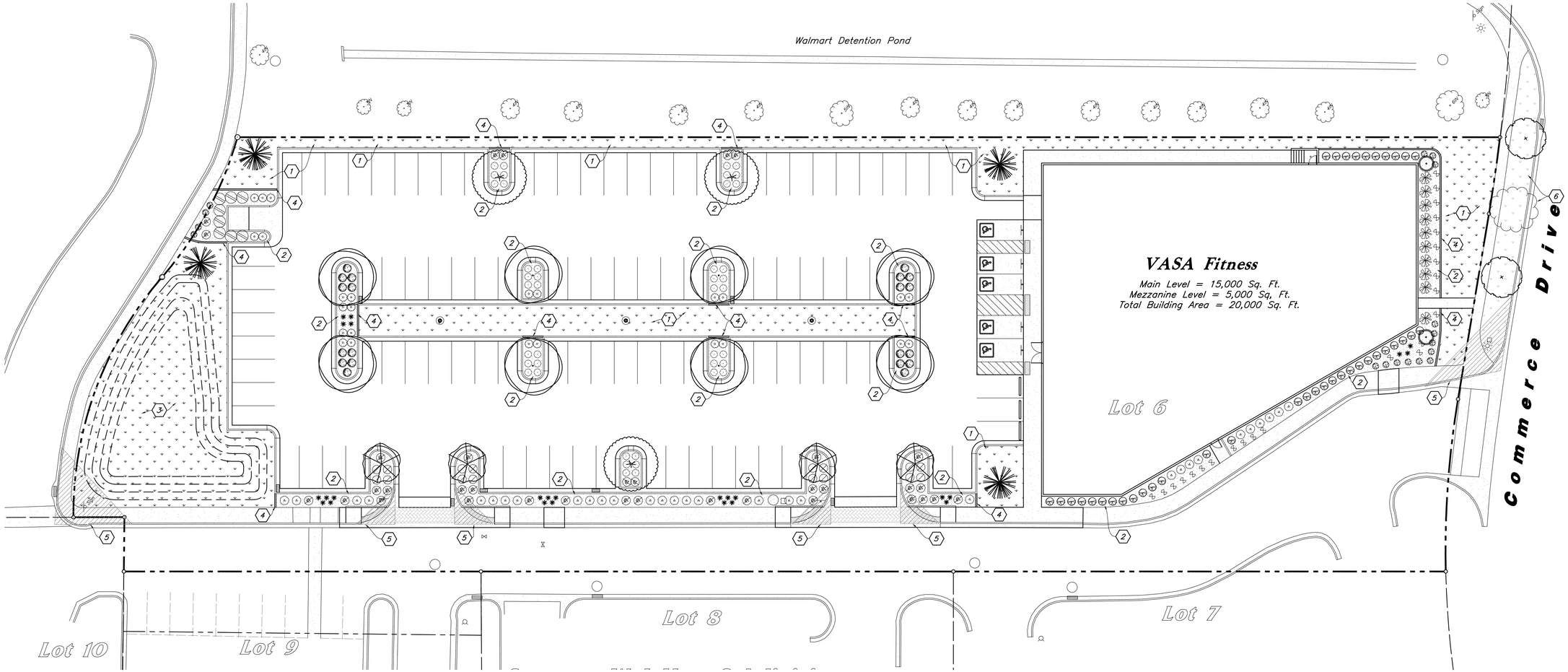

Landscape Notes:

1. Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant legend quantities.
2. Contractor shall call 811 before excavation for plant material.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
7. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
8. All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurseryman, Inc. In addition, all new plant material shall be of specimen quality.
9. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
10. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
11. It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
12. The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants
13. The contractor shall install all landscape material per plan, notes and details.
14. All existing and relocated trees shall be properly protected. Trees damaged during construction shall be replaced at no cost to the owner.
15. Plant names are abbreviated on the drawings, see plant legend for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
16. No grading or soil placement shall be undertaken when soils are wet or frozen.
17. Existing topsoil to be stripped and stockpiled for landscape use. Contractor shall verify existing topsoil amounts and quality with the general contractor. The landscape contractor shall perform a soil test on existing & imported topsoil and amend per soil test recommendations. Soil test to be done by certified soil testing agency. Provide new imported topsoil as needed from a local source. Imported topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. Topsoil to be installed in all landscaping areas.
18. Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
19. Provide a 8 inch depth of stockpiled or imported topsoil in all shrub areas.
20. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
21. Plant Backfill Mix shall be composed of 3 parts Topsoil to 1 Part Soil Pep, and shall be mixed on-site prior to installation. All plants to receive 20-10-5 "Agriform" brand 21 gram tablets applied per manufacturer's recommendations. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
22. All new plants to be balled and burlapped or container grown, unless otherwise noted on plant legend.
23. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive a 4 inch depth of specified mulch over Dewitt Pro5 Weed Barrier. Mulch shall be evenly spread on a carefully prepared grade free of weeds. The top of mulch should be slightly below finish grade and concrete areas. Weed barrier and mulch not to be used in seasonal annual beds and groundcover areas. Stone Mulch to be washed upon completion.
24. All deciduous trees to be double staked and evergreen trees to be guyed per tree staking details. It is the contractors responsibility to remove tree staking in a timely manner once staked trees have taken root. Trunks sensitive to winter damage to be wrapped in the fall to protect the tree bark from the winter sun. Tree wrap to be removed the following spring. Deciduous Tree ties to be V.I.T. Cinche Ties #CT32. Evergreen Tree Guying to be Duckbill Tree Support System #68-DTS.
25. Install concrete mowstrip between lawn and planting areas. Curbing to be installed level and uniform and shall match top finish grades of concrete walks and curbs. See concrete mowstrip detail.
26. Provide a 4 inch depth of stockpiled or imported topsoil in all lawn areas.
27. Sod must be premium quality, evenly cut, established, healthy, weed and disease free, and from an approved source.
28. All lawn areas to have uniform grades by float raking. Prior to laying sod, apply a starter fertilizer at a rate recommended by the manufacturer. Sod must be laid with no gaps between pieces on a carefully prepared topsoil layer. Sod to be slightly below finish grade and concrete walks and curbing. The laid sod must be immediately watered after installation. Any burned areas will require replacement. Adjust sprinkler system to assure healthy green survival of the sod without water waste.
29. All trees located in lawn areas shall have a 36 inch diameter sod-free ring with a 4 inch depth of wood mulch. All trees in turf to have a 8" wide x 3' deep augured hole filled with 3/4" crushed gravel. See tree planting details.
30. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

Plant Legend

Trees

Symbol	Qty.	Botanical Name	Common Name	Plant Size/Spacing	Detail
	4	Pyrus c. 'Chanticleer'	Chanticleer Flowering Pear	2 1/2" Cal., B&B	2/L3.1
	8	Acer p. 'Crimson Sentry'	Crimson Sentry Maple	2 1/2" Cal., B&B	2/L3.1
	4	Pinus f. g. 'Vanderwolfe'	Vanderwolfe Pine	6' Min Ht., B&B	3/L3.1
	2	Contractor Shall Field Verify Existing Neighboring Trees in Park Strip & Match New Proposed Trees		2 1/2" Cal., B&B	2/L3.1
	2	Picea a. 'Cupressina'	Columnar Norway Spruce	6' Min Ht., B&B	3/L3.1
	3	Zelkova s. 'Musashino'	Musashino Zelkova	2 1/2" Cal., B&B	2/L3.1

Shrubs

Symbol	Qty.	Botanical Name	Common Name	Plant Size/Spacing	Detail
	42	Rhus a. 'Grow Low'	Grow Low Sumac	5 Gal. Cont., 12" Min. Ht.	1/L3.1
	20	Spirea b. 'Limemound'	Limemound Spirea	5 Gal. Cont., 15" Min. Ht.	1/L3.1
	10	Prunus l. 'Otto Luykens'	Otto Luyken Laurel	5 Gal. Cont., 24" Min. Ht.	1/L3.1
	31	Cornus s. 'Ivory Halo'	Ivory Halo Dogwood	5 Gal. Cont., 15" Min. Ht.	1/L3.1
	16	Potentilla f. 'Goldfinger'	Goldfinger Potentilla	5 Gal. Cont., 15" Min. Ht.	1/L3.1
	8	Prunus cistena	Purple Leaf Sand Cherry	5 Gal. Cont., 24" Min. Ht.	1/L3.1
	39	Buxus k. 'Wintergreen'	Wintergreen Boxwood	5 Gal. Cont., 18" Min. Ht.	1/L3.1
	35	Pinus m. m. 'Slowmound'	Slowmound Mugo Pine	5 Gal. Cont., 18" Min. Ht.	1/L3.1
	24	Cornus s. 'Kelseyi'	Kelseyi Dogwood	5 Gal. Cont., 12" Min. Ht.	1/L3.1
	25	Picea a. 'Nidiformis'	Nest Spruce	5 Gal. Cont., 15" Min. Ht.	1/L3.1
	17	Berberis t. 'Kobold'	Kobold Barberry	5 Gal. Cont., 12" Min. Ht.	1/L3.1

Perennials/Ornamental Grasses

Symbol	Qty.	Botanical Name	Common Name	Plant Size/Spacing	Detail
	25	Calamagrostis 'x. a. Karl Forester'	Karl Forester Grass	2 Gal. Cont., 18" Min. Ht.	1/L3.1

Misc. Materials

Symbol	Description		
	Kentucky Bluegrass Blend from a Local Source. Install over a 4 inch depth of Topsoil. Prior to Laying Sod, Apply a Starter Fertilizer.	Sod	4/L3.1
	Fractured Decorative Stone Mulch – Install a 4 inch depth over Dewitt Pro5 Weed Barrier in all Planting Areas where Specified on Plan. Color: Tan Rust Color; Source: Staker Parson (801)-514-5132 from Beef Hallow Pit (Upper Section of Pit or Equal; Wash Stone After Installation; "No Cobble" Submit Sample for Approval.		4/L3.1
	4" x 6" Concrete Mowstrip – Install Flush to all Concrete Edges between Lawn and Planting Areas.		4/L3.1

Plant Quantities Provided for Bidding Purposes Only. If there is a Discrepancy between Plant Legend Quantities and Plants Shown on the Plan, Plans take Precedence over Plant Legend.

Site Data

Zone = Regional Commercial (RC)
Site Area = 86,614 s.f. (1.99 ac.)
Landscape Area Required = 17,322 s.f. (20%)
Landscape Area Provided = 17,726 s.f. (20.4%)
Commerce Drive Trees Req. (89 l.f. @ 30 l.f.) = 3 Trees
Commerce Drive Trees Provided = 2 New Trees & 1 Exist.
Deciduous Trees Req. = 8 Trees (15 Provided+)
Evergreen Trees Req. = 6 Trees (6 Provided)
Shrubs Req. = 26 Shrubs (252 Provided)
Lawn Area = 12,349 s.f. (14.2%)
Planting Area = 5,377 s.f. (6.2%)

Irrigation Notes:

1. See Sheet L3.1 for Landscape Details.
2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Layout & Sheet L3.1 for Details.

Landscape Keynotes

1. New Lawn
2. New Planting Bed w/ Stone Mulch
3. Detention Pond
4. Concrete Mowstrip – See Legend
5. 15' & 30' Site Triangles
6. Existing Tree & Understory Lawn to Remain & be Protected

811 Know what's below. Call before you dig.

Scale: 1" = 20'

20' 0 20' 40'

REV	DATE	DESCRIPTION
X	3 Mar, 2015	1st City Resubmittal

Designed by: SY
Drafted by: SY
Client Name: Hawkins Development
14-127LS

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-0529 – AWengineering.net

Landscape Plan

VASA Fitness
1523 North Redwood Road
Saratoga Springs, Utah

State of Utah
Jared R. Manscill
No. 7740426-5301
03/03/2015
Licensed Landscape Architect

3 Mar, 2015

SHEET NO.
L1.1

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Author: **Kevin Thurman, City Attorney**
Subject: **Real Estate Purchase Agreement with Utah County**
Date: **March 17, 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 cost the City nothing. The annual cost of maintenance for Inlet Park is estimated at $26,076.69 and the annual cost of maintenance for the Jordan River Radio Controlled Flying Field is estimated at $11,362.30, a combined total maintenance cost estimate of $37,438.99. Please note that the City is not acquiring all portions of all of the listed parcels. For some of the parcels, the City 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. The acquisition is entirely at the discretion of the City Council.

E. **Department Review:** Kevin Thurman.

Recommendation: Approval of the Real Estate Purchase Agreement.

Agreement 2014-842

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

UTAH COUNTY ENGINEERS OFFICE
2855 South State Provo, Utah 84606

REVISIONS:

DATE: FEB 17, 2015
SCALE: 1" = 400'
DRAWN BY: GGT

EXHIBIT A

SHEET NUMBER
1 OF 1

EXHIBIT B

DEED

RESOLUTION NO. R15-10 (3-17-15)

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