



SARATOGA  
SPRINGS

*Life's just better here*

1. 2020-10-6 Cc Agenda

Documents:

[2020-10-6 CC AGENDA.PDF](#)

2. 2020-10-6 Cc Packet

Documents:

[2020-10-6 CC PACKET.PDF](#)



## **AGENDA – City Council Meeting**

Mayor Jim Miller  
Mayor Pro Tem Ryan Poduska  
Council Member Christopher Carn  
Council Member Michael McOmber  
Council Member Chris Porter  
Council Member Stephen Willden

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### **CITY OF SARATOGA SPRINGS**

**Tuesday, October 6, 2020, 6:00 pm**

City of Saratoga Springs Council Chambers

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

### **POLICY MEETING**

1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.
5. Public Input – This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed on this agenda.
6. Presentation: Hutchings Museum & Institute, Daniela Larsen Executive Director.

### **REPORTS:**

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.

### **PUBLIC HEARINGS:**

1. Wander Phase D3 Portion of a 15' Wide Water Line Easement Vacation, Oakwood Homes Applicant, West of Riverside Drive, North of 400 West; Ordinance 20-31 (10-6-20).
2. Riverside Crossing Plat A Utility Easement Vacations, Zach Olsen Applicant, Pioneer Crossing and Redwood Road, as follows:  
15' Wide Sewer and Power Transmission Easement Vacation; Ordinance 20-32 (10-6-20).  
20' Wide Sewer Easement Vacation; Ordinance 20-33 (10-6-20).  
15' Wide Water Easement Vacation; Ordinance 20-34 (10-6-20).

### **BUSINESS ITEMS:**

1. Western Hills Phase 2 and 3 Final Plat Request for Additional Extension, Susan Palmer Applicant, ~150 West Aspen Hills Boulevard.
2. Utah County Officer Involved Critical Incident Protocol Agreement Amendment; Resolution R20-43 (10-6-20).
3. Ratification of Award of Contract to Condi Construction for Knolls Fire Phase 2; Resolution R20-44 (10-6-20).

### **MINUTES:**

1. September 15, 2020.

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 801.766.9793 at least one day prior to the meeting.

**CLOSED SESSION:**

Motion to enter into closed session for any of the following: purchase, exchange, or lease of real property; discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual.

**ADJOURNMENT**

Meetings are streamed live at <https://www.youtube.com/c/CityofSaratogaSprings>

Questions and comments to staff and/or Council may be submitted to [comments@saratogaspringscity.com](mailto:comments@saratogaspringscity.com)

Citizens may address the Council in person during Public Input which has been set aside to express ideas, concerns, and comments on issues not listed on the agenda as a Public Hearing. All comments must be recognized by the Mayor and addressed through the microphone.

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

The order of the agenda items are subject to change by the Mayor. Final action may be taken concerning any topic listed on the agenda.

**Decorum** - The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others.



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## City Council Memorandum

**Author:** Gina Grandpre, Planner II  
**Memo Date:** Wednesday, September 30, 2020  
**Meeting Date:** Tuesday, October 6, 2020  
**Re:** Wander Phase D3; Water Line Easement Vacation

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### Background & Recommendation

Within the Wander Community, Village 1 Plan, and the proposed Phase D3 subdivision of the Wander Community there is currently a water line easement belonging to Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A), is being requested to be vacated. In July 2004, the water line easement was recorded (See Attachment B), however, the water line has not been installed and with the development to the Wander Community has been located within right-of-ways. The applicant, Oakwood Homes, has asked to vacate this water line easement, for the purpose of development. Planning staff and engineering has reviewed the easement vacation request and recommends the City Council approve the vacation of said water line easement (See Attachment C).

### Process

The Council has been requested by the applicant to approve Ordinance 10-06-20; an easement vacation in the proposed Wander Phase D3 plat.

### Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

#### Option 1 – Staff Recommendation, Positive Recommendation

“I move to **approve** Ordinance 10-06-20 vacating the water line easement as outlined in the Legal Description (Attachment “C”) with the Findings and Conditions in this memorandum:”

#### Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
  - a. mailed to the record owner of each parcel that is accessed by the Easement; and
  - b. mailed to each affected entity; and
  - c. posted on or near the Easement in a manner that is calculated to alert the public; and
  - d. published on the City’s website and the Utah Public Notice Website; and

**Conditions:**

1. All conditions of the City Engineer shall be met.
  2. All other City and State Code requirements shall be met.
  3. Any other conditions or changes as articulated by the City Council:
- 

**Alternative 1 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the Ordinance 10-06-20 vacating the water line easement as outlined in the Legal Description (Attachment “C”) to another meeting on [Date], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Alternative 2 – Negative Recommendation**

The City Council may also choose to deny the easement vacation request. “I move to **Deny** Ordinance 10-06-20; vacating the water line easement as outlined in the Legal Description (Attachment “C”) with the Findings below:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Attachments**

- A. Wander D3 Plat
- B. Original Recorded Easement
- C. Requested Easement Vacation Legal Description
- D. Ordinance 10-06-2020

Attachment A: Proposed Wander Phase D3 Plat

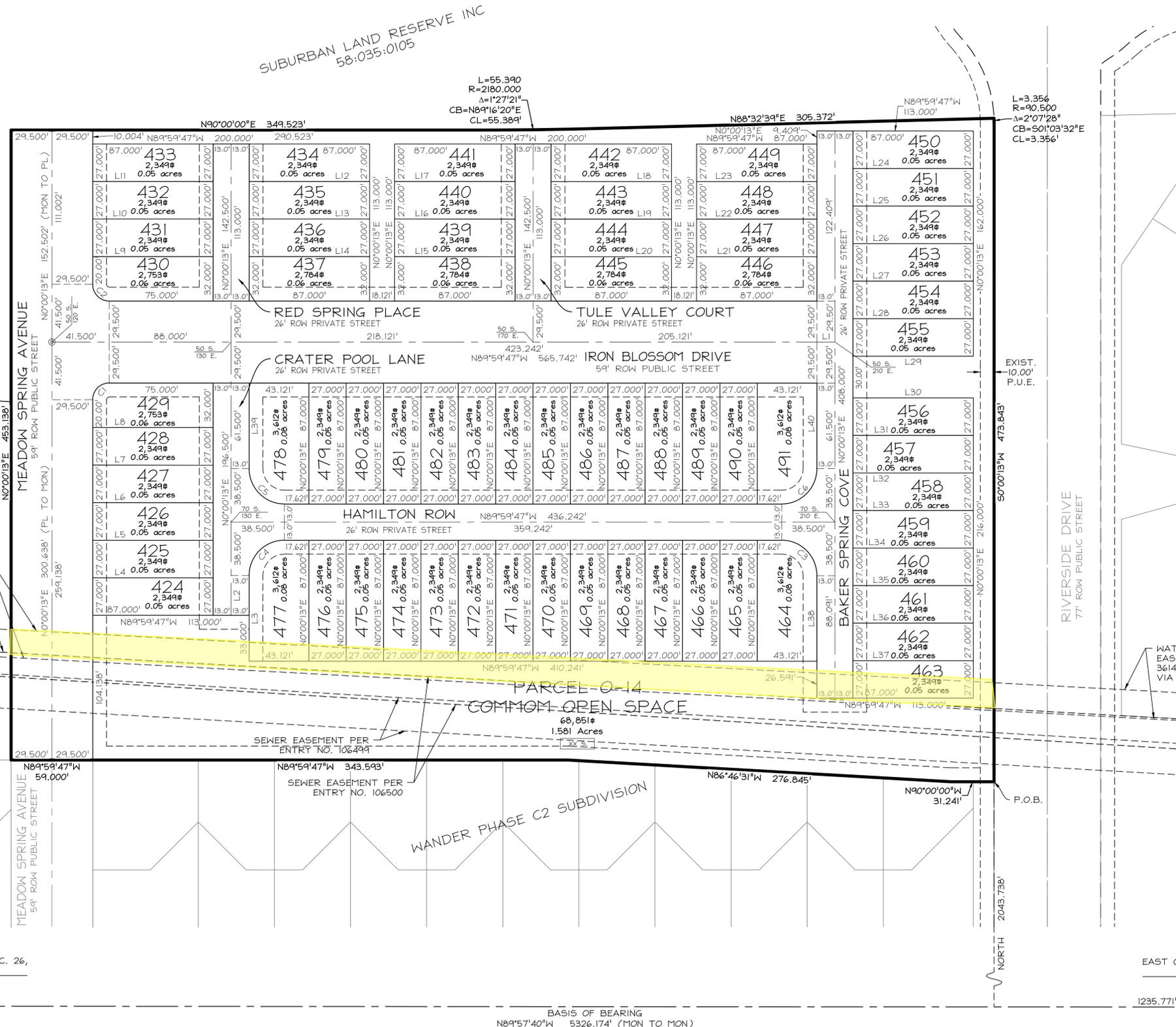
WANDER PHASE D3

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

LOT	ADDRESS
424	87 S. MEADOW SPRING AVENUE
425	83 S. MEADOW SPRING AVENUE
426	79 S. MEADOW SPRING AVENUE
427	71 S. MEADOW SPRING AVENUE
428	63 S. MEADOW SPRING AVENUE
429	59 S. MEADOW SPRING AVENUE
430	43 S. MEADOW SPRING AVENUE
431	39 S. MEADOW SPRING AVENUE
432	33 S. MEADOW SPRING AVENUE
433	29 S. MEADOW SPRING AVENUE
434	28 S. RED SPRING PLACE
435	32 S. RED SPRING PLACE
436	36 S. RED SPRING PLACE
437	42 S. RED SPRING PLACE
438	41 S. TULE VALLEY COURT
439	37 S. TULE VALLEY COURT
440	31 S. TULE VALLEY COURT
441	27 S. TULE VALLEY COURT
442	26 S. TULE VALLEY COURT
443	34 S. TULE VALLEY COURT
444	38 S. TULE VALLEY COURT
445	44 S. TULE VALLEY COURT
446	43 S. BAKER SPRING COVE
447	39 S. BAKER SPRING COVE
448	33 S. BAKER SPRING COVE
449	29 S. BAKER SPRING COVE
450	24 S. RIVERSIDE DRIVE
451	28 S. RIVERSIDE DRIVE
452	34 S. RIVERSIDE DRIVE
453	38 S. RIVERSIDE DRIVE
454	44 S. RIVERSIDE DRIVE
455	48 S. RIVERSIDE DRIVE
456	58 S. RIVERSIDE DRIVE
457	64 S. RIVERSIDE DRIVE
458	68 S. RIVERSIDE DRIVE
459	72 S. RIVERSIDE DRIVE
460	74 S. RIVERSIDE DRIVE
461	78 S. RIVERSIDE DRIVE
462	82 S. RIVERSIDE DRIVE
463	86 S. RIVERSIDE DRIVE
464	201 E. HAMILTON ROW
465	197 E. HAMILTON ROW
466	191 E. HAMILTON ROW
467	187 E. HAMILTON ROW
468	181 E. HAMILTON ROW
469	177 E. HAMILTON ROW
470	173 E. HAMILTON ROW
471	169 E. HAMILTON ROW
472	163 E. HAMILTON ROW
473	157 E. HAMILTON ROW
474	153 E. HAMILTON ROW
475	147 E. HAMILTON ROW
476	143 E. HAMILTON ROW
477	139 E. HAMILTON ROW
478	136 E. IRON BLOSSOM DRIVE
479	142 E. IRON BLOSSOM DRIVE
480	146 E. IRON BLOSSOM DRIVE
481	152 E. IRON BLOSSOM DRIVE
482	156 E. IRON BLOSSOM DRIVE
483	162 E. IRON BLOSSOM DRIVE
484	168 E. IRON BLOSSOM DRIVE
485	172 E. IRON BLOSSOM DRIVE
486	176 E. IRON BLOSSOM DRIVE
487	182 E. IRON BLOSSOM DRIVE
488	188 E. IRON BLOSSOM DRIVE
489	192 E. IRON BLOSSOM DRIVE
490	196 E. IRON BLOSSOM DRIVE
491	202 E. IRON BLOSSOM DRIVE

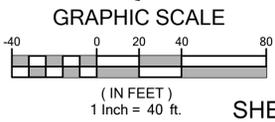
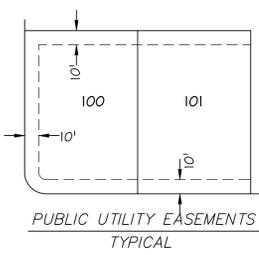
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	18.850	12.000	090°00'00"	N45°00'13"E	16.971
C2	18.850	12.000	090°00'00"	N44°59'47"W	16.971
C3	40.055	25.500	090°00'00"	N44°59'47"W	36.062
C4	40.055	25.500	090°00'00"	N45°00'13"E	36.062
C5	40.055	25.500	090°00'00"	N44°59'47"W	36.062
C6	40.055	25.500	090°00'00"	N45°00'13"E	36.062

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	13.000	N89°59'47"W	L21	87.000	N89°59'47"W
L2	28.500	N00°00'13"E	L22	87.000	N89°59'47"W
L3	61.500	N00°00'13"E	L23	87.000	N89°59'47"W
L4	87.000	N89°59'47"W	L24	87.000	N89°59'47"W
L5	87.000	N89°59'47"W	L25	87.000	N89°59'47"W
L6	87.000	N89°59'47"W	L26	87.000	N89°59'47"W
L7	87.000	N89°59'47"W	L27	87.000	N89°59'47"W
L8	87.000	N89°59'47"W	L28	87.000	N89°59'47"W
L9	87.000	N89°59'47"W	L29	87.000	N89°59'47"W
L10	87.000	N89°59'47"W	L30	87.000	N89°59'47"W
L11	87.000	N89°59'47"W	L31	87.000	N89°59'47"W
L12	87.000	N89°59'47"W	L32	87.000	N89°59'47"W
L13	87.000	N89°59'47"W	L33	87.000	N89°59'47"W
L14	87.000	N89°59'47"W	L34	87.000	N89°59'47"W
L15	87.000	N89°59'47"W	L35	87.000	N89°59'47"W
L16	87.000	N89°59'47"W	L36	87.000	N89°59'47"W
L17	87.000	N89°59'47"W	L37	87.000	N89°59'47"W
L18	87.000	N89°59'47"W	L38	61.500	N00°00'13"E
L19	87.000	N89°59'47"W	L39	61.500	N00°00'13"E
L20	87.000	N89°59'47"W	L40	61.500	N00°00'13"E



LEGEND

- FOUND SALT LAKE COUNTY SECTION CORNER
- PROPOSED STREET MONUMENT
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT



**PERIGEE CONSULTING**  
CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 160 WEST JORDAN, UT 84088  
801.528.6004 TEL 801.590.8511 FAX WWW.PERIGEECIVIL.COM

PHASE D3  
**WANDER**  
SUBDIVISION

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

Attachment B: Original Recorded Easement

THE CHURCH OF  
JESUS CHRIST  
OF LATTER-DAY SAINTS

REAL ESTATE SERVICES DIVISION  
PHYSICAL FACILITIES DEPARTMENT  
50 E. North Temple St. Rm. 1205  
Salt Lake City, Utah 84150-6320  
Phone: 1-801-240-3840  
Facsimile: 1-801-240-4005  
Writer's Direct Line: (801) 240-7950  
E-mail: wrightfd@ldschurch.org

RECEIVED  
JUL 09 2004  
GILSON ENGINEERING

In Reference To:  
Wel UT Saratoga West Crops Proj  
Property No. 510-7091

July 6, 2004

Grantee:  
1307 No.  
Commerce Dr.  
#200  
City of Saratoga Springs  
Ut 84043

ENT 36145:2005 PG 1 of 6  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Apr 06 11:19 am FEE 0.00 BY AB  
RECORDED FOR CITY OF SARATOGA SPRINGS

Gilson Engineering  
Attn: Larry Gilson PE  
12401 South 450 East, Bldg C, Unit 2  
Draper, UT 84020

Dear Mr. Gilson:

RE: City of Saratoga Springs

Enclosed please find an **Easement** on the above property, which has been signed by an Authorized Agent of the Church before a Notary Public.

Would you now please have an authorized representative of the City of Saratoga Springs sign, before a Notary Public, and then have it recorded at the Utah County Recorder's office.

**After the Easement has been recorded, please return a copy, showing the recording information, to my attention in the enclosed self-addressed, postage paid envelope.**

Sincerely,

Flora D. Wright  
Easement Coordinator Closing Officer

Enclosure(s)

cc: Douglas D. Wilkinson, Real Estate Representative (w/o enclosures)  
Work Order No. 2004-031  
Brent Chugg, Production Manager (w/o enclosures)

Please refer to the above property number in all correspondence and phone calls.

**WHEN RECORDED MAIL TO:**

Gilson Engineering, Inc.  
12401 S. 450 E. #C2  
Draper, Utah 84020

ENT 36145:2005 PG 2 of 6

**PARCEL I.D.# 58-037-0016,  
PARCEL I.D.# 58-038-0025,**

**GRANTOR: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole**

*CPB# 510-7091*

**EASEMENT**

A twenty (20) foot wide water line easement lying in the Northwest Quarter of Section 25, and the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTOR hereby grants, conveys, sells, and sets over unto the City of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual nonexclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace an underground water pipeline, with such valves, valve boxes and other water transmission and distribution structures and facilities to be installed and maintain at or below grade, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Utah County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point which lies South 300.70 feet, and West 506.24 feet from the North Quarter Corner of said Section 25 (Basis of Bearing being North 89°49'50" East 2658.94 feet (meas)); and running thence South 30°07'38" West 67.21 feet; thence South 33°49'50" West 513.80 feet; thence : North 86°34'27" West 461.09 feet; thence North 87°33'26" West 498.70 feet; thence North 86°14'26" West 494.24 feet; thence North 86°58'51" West 503.60 feet; thence North 86°36'44" West 496.26 feet; thence North 86°55'34" West 2120.83 feet, more or less, to a point on the East right-of-way line of Redwood Road (Utah SR 68), said point being the end of said line of reference, said point lying South 84°20'14" West 5420.25 feet from the North Quarter Corner of said Section 25.

Contains: 2.367 acres (approx. 5,156 ln. ft.)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction

periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. GRANTEE shall cause the contractor performing the work to restore all property, through which the work traverses, to as near its original condition as is reasonably possible. In the event that, after initial construction, GRANTEE or its contractors or agents disturb landscaping, lawn, bushes, sprinkling systems, paving, sidewalks or similar improvements on Grantor's property in the exercise of this easement, GRANTEE agrees to promptly restore such improvements to the condition they were in prior to disturbance.

GRANTOR reserves unto itself, its successors and assigns, for all times hereafter, the sole and exclusive right to use the surface of the property affected by this easement for any and all purposes not inconsistent with this easement, including but not limited to roads, curb, gutter, sidewalk, parking areas, landscaping and other useful purposes as it reasonably determines, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR shall not build or construct, or permit to be built or constructed, any building or structure (which shall not be deemed to include roads, curb, gutter, sidewalk, parking areas, or landscaping) over or across this right-of-way and easement without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

GRANTEE agrees, for itself, its successors and assigns, to indemnify and hold GRANTOR harmless from and against any claims, demands, liabilities and/or causes of action arising out of GRANTEE'S exercise of the easement rights granted herein, including without limitation any liens filed against GRANTOR'S property, and including all costs and reasonable attorney's fees incurred by GRANTOR in defending itself, through counsel acceptable to GRANTOR, against any such claims, demands, liabilities and/or causes of action.

GRANTEE acknowledges that the easement granted herein lies within a 40-foot wide easement previously granted by GRANTOR to the Town of Eagle Mountain, Utah, for a sewer pipeline (the "Sewer Easement"). The Sewer Easement was granted pursuant to an Agreement and Grant of Easement to the Town of Eagle Mountain, dated October 20, 1998, and recorded on October 20, 1998, as Entry No. 106499, at Book 4819, Page 90 of the Official Records of Utah County, Utah. GRANTEE, at GRANTEE'S expense, shall coordinate its installation of its water pipeline with the Town of Eagle Mountain, shall obtain any necessary approvals from Eagle Mountain, shall comply with all applicable requirements of the Sewer Easement, and with all applicable codes, regulations and requirements of governmental entities or agencies having jurisdiction.



STATE OF UTAH )  
 )  
:SS.  
COUNTY OF UTAH )

On the 6 day of July, 2004, personally appeared before me Timothy L. Parker who being duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same as the Mayor of the City of Saratoga Springs, a body politic of the State of Utah.

Angela V. Smith  
Notary Public  
Residing at

My Commission Expires:

8-14-2005

1307 No. Commerce Dr. #200



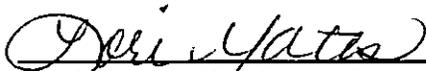
**NOTICE OF ADDRESS CHANGES**

**FOR**

**ADDRESSES IN LAKE MOUNTAIN ESTATES,  
PLAT D SUBDIVISION  
A SUBDIVISION IN THE CITY OF SARATOGA SPRINGS**

**Notice is hereby given and through this recorded document all are advised that the following addresses in the Lake Mountain Estates, Plat D subdivision have been changed as indicated in this notice. This change is effective immediately.**

<u>Parcel #</u>	<u>Old Address</u>	<u>New Address</u>
45:316:5	3424 S. MIRROR LAKE CIRCLE	3420 S. MIRROR LAKE CIRCLE
45:316:6	3427 S. MIRROR LAKE CIRCLE	3429 S. MIRROR LAKE CIRCLE

  
\_\_\_\_\_  
**Lori Yates, City Recorder  
City of Saratoga Springs**



## Attachment C: Requested Easement Vacation Legal Description

### Easement

Abandoning a portion of a twenty (20) foot wide water line easement as shown in Entry 36145:2005 in the Office of the Utah County Recorder, abandoned portion being located in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said abandonment being any portion of said easement lying within the following described tracts of land:

Proposed Wander D3 Subdivision more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point also being the Northeast Corner of the Wander Phase C2 subdivision, said point lies North 89°57'40" West 1235.771 feet along the Section Line and North 2043.738 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase C2 the following (3) courses: 1) West 31.241 feet; 2) North 86°46'31" West 276.845 feet; 3) North 89°59'47" West 343.593 feet to the Northwest Corner of said Wander Phase C2, said point also being a Northeast Corner of the Wander Phase D2 subdivision; thence along said Wander Phase D2 North 89°59'47" West 59.000 feet; thence North 00°00'13" East 453.138 feet; thence East 349.523 feet to a point on a 2180.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 89°16'20" East 55.389 feet); thence along the arc of said curve 55.390 feet through a central angle of 01°27'21"; thence North 88°32'39" East 305.372 feet to a point on the said West Right-of-Way Line of Riverside Drive and a point on a 90.500 foot radius non tangent curve to the right, (radius bears South 87°52'44" West, Chord: South 01°03'32" East 3.356 feet); thence along said West Right-of-Way Line the following (2) courses: 1) along the arc of said curve 3.356 feet through a central angle of 02°07'28"; 2) South 00°00'13" West 473.843 feet to the point of beginning.

Also all of Parcel A of the Jordan Promenade Minor Subdivision Village 1 Phase 2 as recorded in the Office of the Utah County Recorder.

**ORDINANCE NO. 10-06-2020**

**AN ORDINANCE OF THE CITY OF SARATOGA  
SPRINGS, UTAH VACATING A WATER LINE  
EASEMENT**

**WHEREAS**, the City previously acquired a water line easement recorded on April 6, 2005 as Entry Number 36145:2005 in the Utah County Recorder's Office, a copy of which easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said portion of Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

**SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

**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 6<sup>th</sup> day of October 2020.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

**VOTE**

Chris Carn \_\_\_\_\_  
Michael McOmber \_\_\_\_\_  
Ryan Poduska \_\_\_\_\_  
Chris Porter \_\_\_\_\_  
Stephen Willden \_\_\_\_\_

## EXHIBIT A

### Easement

Abandoning a portion of a twenty (20) foot wide water line easement as shown in Entry 36145:2005 in the Office of the Utah County Recorder, abandoned portion being located in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said abandonment being any portion of said easement lying within the following described tracts of land:

Proposed Wander D3 Subdivision more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point also being the Northeast Corner of the Wander Phase C2 subdivision, said point lies North 89°57'40" West 1235.771 feet along the Section Line and North 2043.738 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase C2 the following (3) courses: 1) West 31.241 feet; 2) North 86°46'31" West 276.845 feet; 3) North 89°59'47" West 343.593 feet to the Northwest Corner of said Wander Phase C2, said point also being a Northeast Corner of the Wander Phase D2 subdivision; thence along said Wander Phase D2 North 89°59'47" West 59.000 feet; thence North 00°00'13" East 453.138 feet; thence East 349.523 feet to a point on a 2180.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 89°16'20" East 55.389 feet); thence along the arc of said curve 55.390 feet through a central angle of 01°27'21"; thence North 88°32'39" East 305.372 feet to a point on the said West Right-of-Way Line of Riverside Drive and a point on a 90.500 foot radius non tangent curve to the right, (radius bears South 87°52'44" West, Chord: South 01°03'32" East 3.356 feet); thence along said West Right-of-Way Line the following (2) courses: 1) along the arc of said curve 3.356 feet through a central angle of 02°07'28"; 2) South 00°00'13" West 473.843 feet to the point of beginning.

Also all of Parcel A of the Jordan Promenade Minor Subdivision Village 1 Phase 2 as recorded in the Office of the Utah County Recorder.

**ORDINANCE NO. 20-31 (10-6-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA  
SPRINGS, UTAH VACATING A WATER LINE  
EASEMENT**

**WHEREAS**, the City previously acquired a water line easement recorded on April 6, 2005 as Entry Number 36145:2005 in the Utah County Recorder's Office, a copy of which easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said portion of Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

**SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

**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 6<sup>th</sup> day of October 2020.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

## EXHIBIT A

### Easement

Abandoning a portion of a twenty (20) foot wide water line easement as shown in Entry 36145:2005 in the Office of the Utah County Recorder, abandoned portion being located in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said abandonment being any portion of said easement lying within the following described tracts of land:

Proposed Wander D3 Subdivision more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point also being the Northeast Corner of the Wander Phase C2 subdivision, said point lies North 89°57'40" West 1235.771 feet along the Section Line and North 2043.738 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase C2 the following (3) courses: 1) West 31.241 feet; 2) North 86°46'31" West 276.845 feet; 3) North 89°59'47" West 343.593 feet to the Northwest Corner of said Wander Phase C2, said point also being a Northeast Corner of the Wander Phase D2 subdivision; thence along said Wander Phase D2 North 89°59'47" West 59.000 feet; thence North 00°00'13" East 453.138 feet; thence East 349.523 feet to a point on a 2180.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 89°16'20" East 55.389 feet); thence along the arc of said curve 55.390 feet through a central angle of 01°27'21"; thence North 88°32'39" East 305.372 feet to a point on the said West Right-of-Way Line of Riverside Drive and a point on a 90.500 foot radius non tangent curve to the right, (radius bears South 87°52'44" West, Chord: South 01°03'32" East 3.356 feet); thence along said West Right-of-Way Line the following (2) courses: 1) along the arc of said curve 3.356 feet through a central angle of 02°07'28"; 2) South 00°00'13" West 473.843 feet to the point of beginning.

Also all of Parcel A of the Jordan Promenade Minor Subdivision Village 1 Phase 2 as recorded in the Office of the Utah County Recorder.



## City Council Memorandum

**Author:** Gina Grandpre, Planner II  
**Memo Date:** Wednesday, September 30, 2020  
**Meeting Date:** Tuesday, October 6, 2020  
**Re:** Riverside Crossing; 15 ft Sewer Easement Vacation

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### Background & Recommendation

Within the proposed Riverside Crossing Subdivision, the current 15 ft sewer easement in favor of Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A) is being requested to be vacated and relocated within the proposed right-of-way of the proposed Thrive Drive and Pioneer Crossing.

### Process

The Council has been requested by the applicant to approve Ordinance 10-06-20-2; an easement vacation in the proposed Riverside Crossing Subdivision.

### Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

### Option 1 – Staff Recommendation, Positive Recommendation

“I move to **approve** Ordinance 10-06-20-2 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) with the Findings and Conditions in this memorandum.”

### Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
  - a. mailed to the record owner of each parcel that is accessed by the Easement; and
  - b. mailed to each affected entity; and
  - c. posted on or near the Easement in a manner that is calculated to alert the public; and
  - d. published on the City’s website and the Utah Public Notice Website; and

**Conditions:**

1. All conditions of the City Engineer shall be met.
  2. All other City and State Code requirements shall be met.
  3. Any other conditions or changes as articulated by the City Council:
- 

**Alternative 1 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the Ordinance 10-06-20-2 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) to another meeting on [Date], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Alternative 2 – Negative Recommendation**

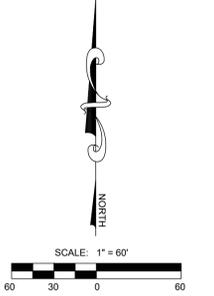
The City Council may also choose to deny the easement vacation request. “I move to **Deny** Ordinance 10-06-20-2 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) with the Findings below:

1. \_\_\_\_\_
2. \_\_\_\_\_

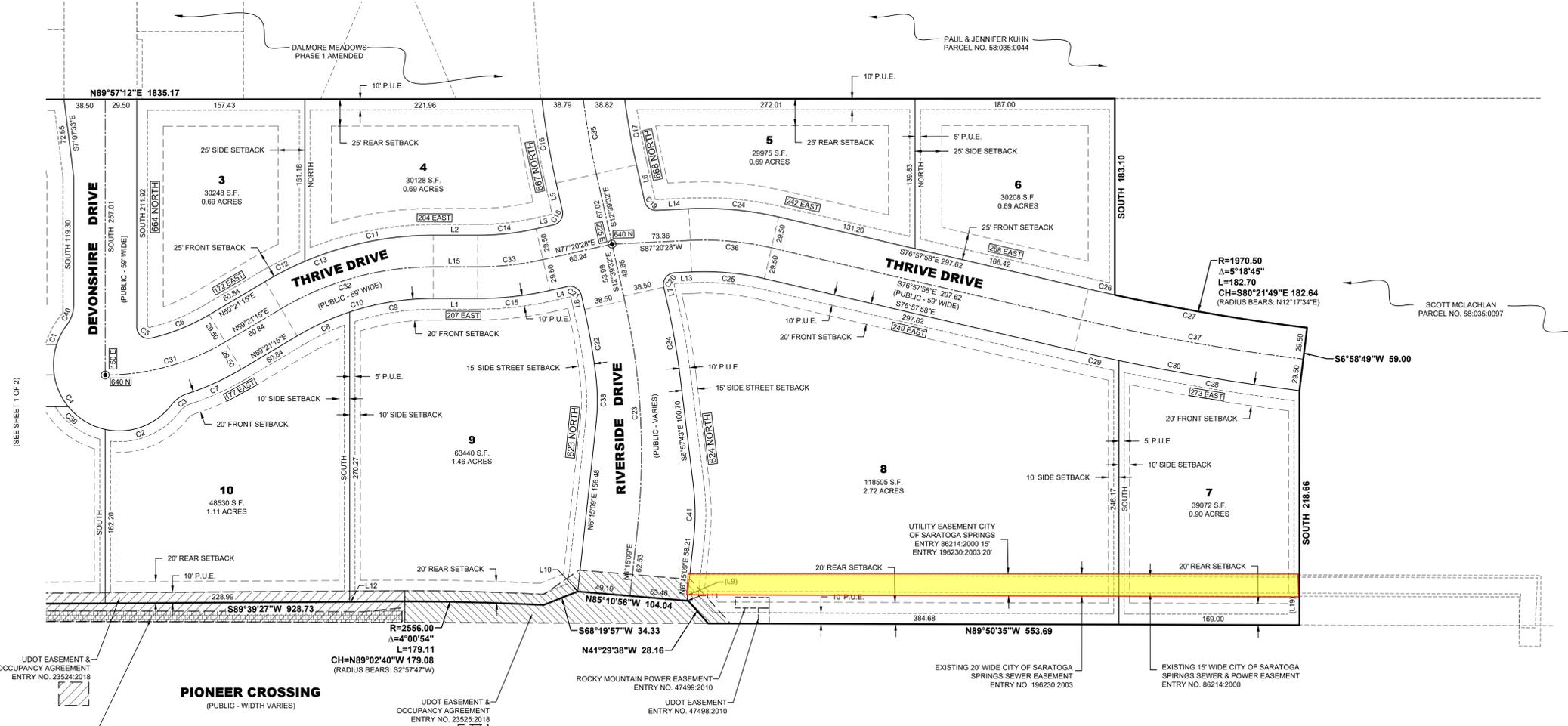
**Attachments**

- A. Proposed Riverside Crossing Plat
- B. Requested Easement Vacation Legal Description
- C. Ordinance 10-06-2020-2

# Attachment A: Proposed Riverside Crossing Subdivision



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	61.50	46°02'29"	49.42	S14°10'46"W 48.10
C2	61.50	64°40'17"	69.42	N69°56'28"E 65.79
C3	31.50	34°26'40"	18.94	S54°49'40"W 18.65
C4	61.50	179°35'40"	192.77	S52°35'50"E 123.00
C5	11.00	103°00'10"	19.78	S51°30'05"E 17.22
C6	191.00	17°38'35"	58.81	N68°10'32"E 58.58
C7	250.00	12°41'46"	55.40	N65°42'07"E 55.28
C8	250.00	12°24'48"	54.16	S65°33'39"W 54.06
C9	250.00	18°13'57"	79.55	S80°53'01"W 79.22
C10	250.00	30°38'45"	133.72	S74°40'37"W 132.13
C11	309.00	22°54'24"	123.54	S78°32'48"W 122.72
C12	309.00	7°44'21"	41.74	S63°13'25"W 41.71
C13	309.00	30°38'45"	165.28	S74°40'37"W 163.31
C14	250.00	12°39'32"	55.23	N83°40'14"E 55.12
C15	309.00	12°39'32"	68.27	N83°40'14"E 68.13
C16	788.50	5°48'14"	79.41	S9°46'24"E 79.38
C17	711.50	5°01'34"	62.41	S10°08'45"E 62.39
C18	11.00	90°00'00"	17.28	N32°20'28"E 15.56
C19	11.00	80°00'00"	15.36	S52°39'32"E 14.14
C20	11.00	100°00'00"	19.20	S37°20'28"W 16.85
C21	11.00	90°00'00"	17.28	N57°39'32"W 15.56
C22	611.50	6°03'00"	64.57	N9°38'02"W 64.54
C23	650.00	18°54'41"	214.54	N3°12'11"W 213.57
C24	309.50	15°41'34"	84.77	N84°48'45"W 84.50
C25	250.50	15°41'34"	68.61	N84°48'45"W 68.39
C26	1970.50	0°44'28"	25.49	S77°20'12"E 25.49
C27	1970.50	6°03'13"	208.19	S79°59'35"E 208.10
C28	2029.50	4°50'15"	171.35	S80°36'04"E 171.30
C29	2029.50	1°12'58"	43.08	S77°34'27"E 43.07
C30	2029.50	6°03'13"	214.43	S79°59'35"E 214.33
C31	220.50	30°38'45"	117.94	N74°40'37"E 116.54
C32	279.50	30°38'45"	149.50	S74°40'37"W 147.72
C33	279.50	12°39'32"	61.75	N83°40'14"E 61.63
C34	709.50	5°41'49"	70.55	N9°48'38"W 70.52
C35	750.00	5°25'03"	70.92	S9°57'00"E 70.89
C36	280.00	15°41'34"	76.69	N84°48'45"W 76.45
C37	2000.00	6°03'13"	211.31	S79°59'35"E 211.21
C38	186.00	12°51'41"	41.75	N0°10'42"W 41.66
C39	61.50	68°52'55"	73.94	S43°16'56"E 69.56
C40	31.50	37°12'01"	20.45	S18°36'00"W 20.09
C41	214.00	13°12'52"	49.36	N0°21'17"W 49.25



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N90°00'00"E	41.53
L2	N90°00'00"E	41.53
L3	N77°20'28"E	16.74
L4	N77°20'28"E	16.74
L5	S12°39'32"E	26.52
L6	N12°39'32"W	34.63
L7	S12°39'32"E	16.20
L8	S12°39'32"E	13.49
L9	N6°15'09"E	8.82
L10	S85°10'56"E	0.16
L11	S85°10'56"E	1.22
L12	N89°39'27"E	2.45
L13	S87°20'28"W	15.96
L14	S87°20'28"W	30.24
L15	N90°00'00"E	41.53
L16	S35°08'00"E	57.69
L17	S87°56'41"E	8.54
L18	N47°02'00"E	16.19
L19	N0°00'00"E	29.70
L20	N44°14'25"E	39.78

- NOTES:**
1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_.
  2. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
  3. THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
  4. PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. \_\_\_\_\_" WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.
  5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
  6. ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
  7. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
  8. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
  9. LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND COAR'S.
  10. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY INTERMOUNTAIN GEOTECHNICAL SERVICES, INC. WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT.
  11. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODOORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
  12. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
  13. THE BENCHMARK FOR THE TOPOGRAPHIC INFORMATION PROVIDED HEREON IS THE FOUND 2014 UTAH COUNTY MONUMENT AT THE NORTH 1/4 CORNER OF SECTION 23, T5S, R17W, SLB&M, WITH A PUBLISHED UTAH COUNTY (NGVD29) ELEVATION OF 4,509.11 FEET.
  14. THIS PROPERTY IS WITHIN FLOOD ZONE "X" AND ZONE "X" (SHADED) ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NO. 490250015 A, EFFECTIVE DATE: JULY 17, 2002, REVISED TO REFLECT LOMR, EFFECTIVE DATE: MARCH 20, 2014 AND LOMR, EFFECTIVE DATE: DECEMBER 19, 2016. THE FLOOD ZONE LINE BETWEEN ZONE "X" AND ZONE "X" (SHADED) WAS SCALED FROM THE 2014 LOMR.
  15. A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, ORDER NO. NCS-877018-SLC1, EFFECTIVE DATE: NOVEMBER 09, 2017 AND ORDER NO. NCS-877019-SLC1, EFFECTIVE DATE: NOVEMBER 20, 2017, WAS USED IN THE PREPARATION OF THIS PLAT AND LEI CONSULTING ENGINEERS AND SURVEYORS, INC. IS ENTITLED TO RELY ON THE ACCURACY OF THIS REPORT, AND IS NOT LIABLE FOR ERRORS AND OMISSIONS BASED ON THE RELIANCE OF SAID TITLE REPORT. ALL EASEMENTS OF RECORD SHOWN HEREON ARE REFERENCED FROM SAID REPORT.
  16. ALL LOTS HAVE A BLANKET EASEMENT FOR CROSS ACCESS INTERCONNECTION BETWEEN LOTS.
  17. PROPERTY OWNERS TO MAINTAIN LANDSCAPING ADJACENT TO LOT ALONG UDOT RIGHT OF WAY.



3302 N. Main Street  
Spanish Fork, UT 84606  
Phone: 801.798.9393  
Fax: 801.798.9393  
office@le-i.com  
www.le-i-eng.com

## RIVERSIDE CROSSING SUBDIVISION PLAT A

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1  
WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS, UTAH COUNTY, UTAH

# Attachment B: Requested Easement Vacation Legal Description



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

## 15' WIDE SEWER & POWER TRANSMISSION EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 86214:2000 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 86214:2000 in the office of the Utah County Recorder, said point being located  $S0^{\circ}13'38''E$  1280.92 feet along the Quarter Section Line and East 136.93 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence  $S87^{\circ}37'54''E$  807.84 feet; thence  $S89^{\circ}43'26''E$  458.99 feet; thence  $S89^{\circ}49'20''E$  131.19 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains:  $\pm 0.48$  acres  
20,970 Sq. Ft.

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

# Attachment C: Ordinance 10-06-2020-2

## ORDINANCE NO. 10-06-2020 (2)

### AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT

**WHEREAS**, the City previously acquired a sewer line easement as Entry Number 86214:2000 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

#### **SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

#### **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 6<sup>th</sup> day of October 2020

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

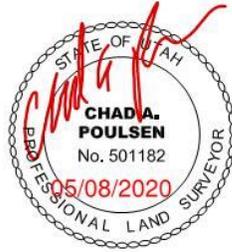
**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

## EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

### 15' WIDE SEWER & POWER TRANSMISSION EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 86214:2000 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 86214:2000 in the office of the Utah County Recorder, said point being located  $S0^{\circ}13'38''E$  1280.92 feet along the Quarter Section Line and East 136.93 feet from the North  $1/4$  Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence  $S87^{\circ}37'54''E$  807.84 feet; thence  $S89^{\circ}43'26''E$  458.99 feet; thence  $S89^{\circ}49'20''E$  131.19 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains:  $\pm 0.48$  acres  
20,970 Sq. Ft.

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

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Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660

☎ 801.798.0555

📠 801.798.9393

**ORDINANCE NO. 20-32 (10-6-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA  
SPRINGS, UTAH VACATING A SEWER LINE  
EASEMENT**

**WHEREAS**, the City previously acquired a sewer line easement as Entry Number 86214:2000 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

**SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

**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 6<sup>th</sup> day of October, 2020.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

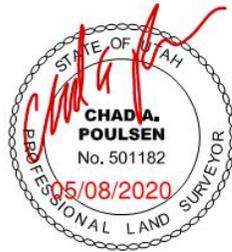


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- Surveying
- Land Planning
- Landscape Architecture

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## EXHIBIT A



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

### 15' WIDE SEWER & POWER TRANSMISSION EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 86214:2000 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 86214:2000 in the office of the Utah County Recorder, said point being located S0°13'38"E 1280.92 feet along the Quarter Section Line and East 136.93 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°37'54"E 807.84 feet; thence S89°43'26"E 458.99 feet; thence S89°49'20"E 131.19 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.48 acres  
20,970 Sq. Ft.

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660

☎ 801.798.0555

📠 801.798.9393



## City Council Memorandum

**Author:** Gina Grandpre, Planner II  
**Memo Date:** Wednesday, September 30, 2020  
**Meeting Date:** Tuesday, October 6, 2020  
**Re:** Riverside Crossing; 20 ft Sewer Easement Vacation

---

### Background & Recommendation

Within the proposed Riverside Crossing Subdivision, the current 20 ft sewer easement in favor of Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A) is being requested to be vacated and relocated within the proposed right-of-way of the proposed Thrive Drive and Pioneer Crossing.

### Process

The Council has been requested by the applicant to approve Ordinance 10-06-20-3; an easement vacation in the proposed Riverside Crossing Subdivision.

### Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

### Option 1 – Staff Recommendation, Positive Recommendation

“I move to **approve** Ordinance 10-06-20-3 vacating a 20 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) with the Findings and Conditions in this memorandum.”

### Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
  - a. mailed to the record owner of each parcel that is accessed by the Easement; and
  - b. mailed to each affected entity; and
  - c. posted on or near the Easement in a manner that is calculated to alert the public; and
  - d. published on the City’s website and the Utah Public Notice Website; and

**Conditions:**

1. All conditions of the City Engineer shall be met.
2. All other City and State Code requirements shall be met.
3. Any other conditions or changes as articulated by the City Council:

\_\_\_\_\_.

**Alternative 1 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the Ordinance 10-06-20-3 vacating a 20 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) to another meeting on [Date], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Alternative 2 – Negative Recommendation**

The City Council may also choose to deny the easement vacation request. “I move to **Deny** Ordinance 10-06-20-3 vacating a 20 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) with the Findings below:

1. \_\_\_\_\_
2. \_\_\_\_\_

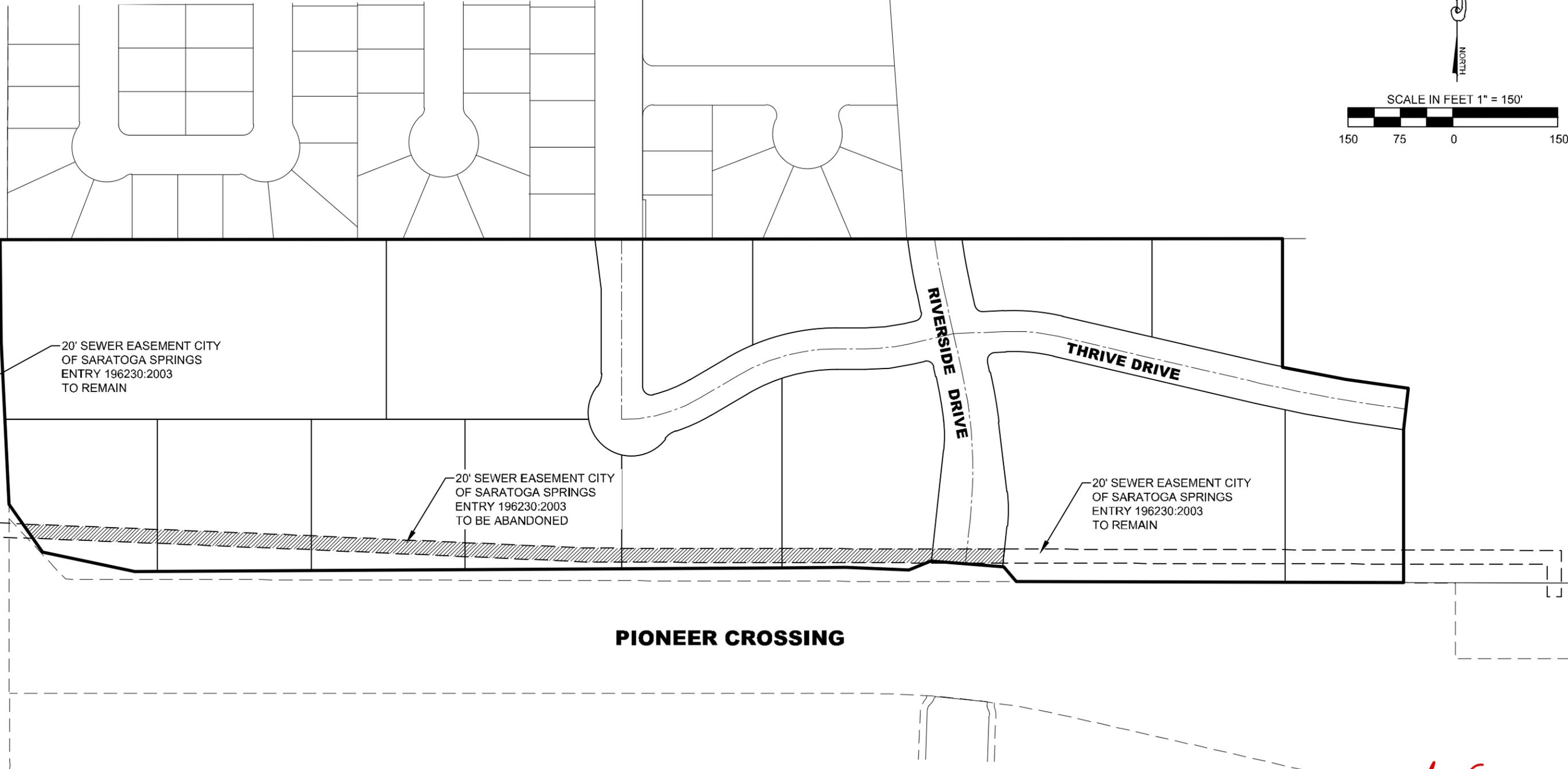
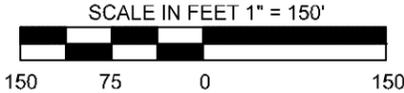
**Attachments**

- A. Proposed Riverside Crossing Plat
- B. Requested Easement Vacation Legal Description
- C. Ordinance 10-06-2020-3

# Attachment A: Proposed Riverside Crossing Subdivision



- A Utah Corporation -  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**  
 3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 801.798.0555  
 Fax: 801.798.9993  
 office@lei-eng.com  
 www.lei-eng.com



**RIVERSIDE CROSSING SUBDIVISION**  
 SARATOGA SPRINGS, UTAH  
**SEWER EASEMENT 196230:2003 EXHIBIT**

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	

LEI PROJECT #  
**2018-0055**  
 DRAWN BY:  
**BLS**  
 DESIGNED BY:  
**NKW**  
 SCALE:  
**1"=150' (11x17)**  
 DATE:  
**5/6/2020**



U:\\_PROJECTS\2018\2018-0055\11x17\LEI\MEDICAL OFFICE\JLBS\380\SECTION\SEWER EASEMENT EXHIBIT\196230:2003\2020\5\6\2020\DWG

# Attachment B: Requested Easement Vacation Legal Description



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

## **20' WIDE SEWER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A**

A portion of that 20 foot wide utility easement described in Entry No. 196230:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196230:2003 in the office of the Utah County Recorder, said point being located  $S0^{\circ}13'38''E$  1282.21 feet along the Quarter Section Line and East 137.82 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence  $S87^{\circ}41'35''E$  350.22 feet; thence  $S87^{\circ}28'26''E$  455.98 feet; thence  $S89^{\circ}52'00''E$  458.99 feet; thence  $S89^{\circ}52'00''E$  131.86 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains:  $\pm 0.64$  acres  
27,941 Sq. Ft.

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

# Attachment C: Ordinance 10-06-2020-3

## ORDINANCE NO. 10-06-2020-03

### AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT

**WHEREAS**, the City previously acquired a sewer line easement as Entry Number 196230:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

#### **SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

#### **SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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**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**

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**SECTION V – PUBLIC NOTICE**

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- a. deposit a copy of this ordinance in the office of the City Recorder; and
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**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of October 2020

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

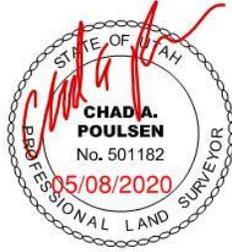
**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

## EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

### 20' WIDE SEWER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 20 foot wide utility easement described in Entry No. 196230:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

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Contains:  $\pm 0.64$  acres  
27,941 Sq. Ft.

- Civil Engineering
- Structural Engineering
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- Land Planning
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Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660

☎ 801.798.0555

📠 801.798.9393

**ORDINANCE NO. 20-33 (10-6-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA  
SPRINGS, UTAH VACATING A SEWER LINE  
EASEMENT**

**WHEREAS**, the City previously acquired a sewer line easement as Entry Number 196230:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

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**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of October 2020

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

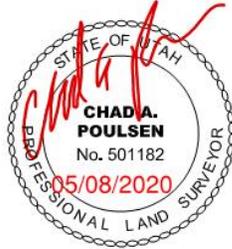
**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

## EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

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Contains:  $\pm 0.64$  acres  
27,941 Sq. Ft.

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Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660

☎ 801.798.0555

📠 801.798.9393



## City Council Memorandum

**Author:** Gina Grandpre, Planner II  
**Memo Date:** Wednesday, September 30, 2020  
**Meeting Date:** Tuesday, October 6, 2020  
**Re:** Riverside Crossing; 15 ft Water Line Easement Vacation

---

### Background & Recommendation

Within the proposed Riverside Crossing Subdivision, the current 15 ft water line easement in favor of Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A) is being requested to be vacated and relocated within the proposed right-of-way of the proposed Thrive Drive and Pioneer Crossing.

### Process

The Council has been requested by the applicant to approve Ordinance 10-06-20-4; an easement vacation in the proposed Riverside Crossing Subdivision.

### Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

### Option 1 – Staff Recommendation, Positive Recommendation

“I move to **approve** Ordinance 10-06-20-4 vacating a 15 foot water line easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) with the Findings and Conditions in this memorandum.”

### Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
  - a. mailed to the record owner of each parcel that is accessed by the Easement; and
  - b. mailed to each affected entity; and
  - c. posted on or near the Easement in a manner that is calculated to alert the public; and
  - d. published on the City’s website and the Utah Public Notice Website; and

**Conditions:**

1. All conditions of the City Engineer shall be met.
  2. All other City and State Code requirements shall be met.
  3. Any other conditions or changes as articulated by the City Council:
- 

**Alternative 1 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the Ordinance 10-06-20-4 vacating a 15 foot water line easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) to another meeting on [Date], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Alternative 2 – Negative Recommendation**

The City Council may also choose to deny the easement vacation request. “I move to **Deny** Ordinance 10-06-20-4 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment “C”) with the Findings below:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Attachments**

- A. Proposed Riverside Crossing Plat
- B. Requested Easement Vacation Legal Description
- C. Ordinance 10-06-2020-4





ENGINEERS  
SURVEYORS  
PLANNERS

# Attachment B: Requested Easement Vacation Legal Description



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

## 15' WIDE WATER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 196231:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196231:2003 in the office of the Utah County Recorder, said point being located S0°13'38"E 1259.81 feet along the Quarter Section Line and East 122.16 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°58'00"E 809.33 feet; thence N89°55'05"E 1175.14 feet to the Easterly line of the Riverside Crossing Subdivision, Plat "A" as shown on said plat, being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the Easterly right-of-way line of Redwood Road and the Easterly plat line of the Riverside Crossing Subdivision, Plat "A".

Contains: ±0.68 acres  
29,767 Sq. Ft.

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

# Attachment C: Ordinance 10-06-2020-4

## ORDINANCE NO. 10-06-2020-04

### AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A WATER LINE EASEMENT

**WHEREAS**, the City previously acquired a sewer line easement as Entry Number 196231:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

#### **SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

#### **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 6<sup>th</sup> day of October 2020

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

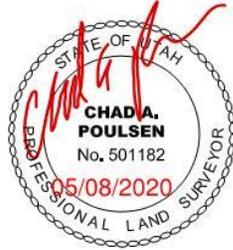
**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

## EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

### 15' WIDE WATER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 196231:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196231:2003 in the office of the Utah County Recorder, said point being located  $S0^{\circ}13'38''E$  1259.81 feet along the Quarter Section Line and East 122.16 feet from the North  $1/4$  Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence  $S87^{\circ}58'00''E$  809.33 feet; thence  $N89^{\circ}55'05''E$  1175.14 feet to the Easterly line of the Riverside Crossing Subdivision, Plat "A" as shown on said plat, being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the Easterly right-of-way line of Redwood Road and the Easterly plat line of the Riverside Crossing Subdivision, Plat "A".

Contains:  $\pm 0.68$  acres  
29,767 Sq. Ft.

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

[www.lei-eng.com](http://www.lei-eng.com)

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660

☎ 801.798.0555

📠 801.798.9393

**ORDINANCE NO. 20-34 (10-6-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA  
SPRINGS, UTAH VACATING A WATER LINE  
EASEMENT**

**WHEREAS**, the City previously acquired a sewer line easement as Entry Number 196231:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

**WHEREAS**, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

**WHEREAS**, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

**WHEREAS**, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

- (a) mailed to the record owner of each parcel that is accessed by the Easement; and
- (b) mailed to each affected entity; and
- (c) posted on or near the Easement in a manner that is calculated to alert the public; and
- (d) published on the City's website and the Utah Public Notice Website; and

**WHEREAS**, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

**SECTION I – VACATION OF EASEMENT**

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

**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 6<sup>th</sup> day of October, 2020.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

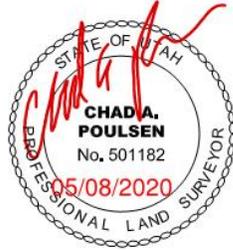
**VOTE**

Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

## EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS



LEGAL DESCRIPTION  
PREPARED FOR  
THRIVE  
SARATOGA SPRINGS, UTAH  
Job No. 18-0055  
(May 6, 2020)

### 15' WIDE WATER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 196231:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196231:2003 in the office of the Utah County Recorder, said point being located  $S0^{\circ}13'38''E$  1259.81 feet along the Quarter Section Line and East 122.16 feet from the North  $1/4$  Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence  $S87^{\circ}58'00''E$  809.33 feet; thence  $N89^{\circ}55'05''E$  1175.14 feet to the Easterly line of the Riverside Crossing Subdivision, Plat "A" as shown on said plat, being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the Easterly right-of-way line of Redwood Road and the Easterly plat line of the Riverside Crossing Subdivision, Plat "A".

Contains:  $\pm 0.68$  acres  
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- Civil Engineering
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☎ 801.798.0555

📠 801.798.9393



## City Council Memorandum

**Author:** Sarah Carroll, Senior Planner  
**Memo Date:** Monday, September 28, 2020  
**Meeting Date:** Tuesday, October 6, 2020  
**Re:** Western Hills 2 and 3 Final Plat, request for additional extension

---

### Background & Request

The applicant was granted a 12-month extension for the Western Hills 2 and 3 final plat approval and is now requesting an additional extension per the attached letters. These final plats were approved by the Planning Director on April 20, 2017. The initial approval was valid for two years, until April 20, 2019. Prior to the initial expiration date the applicant requested a 12 month extension, which was approved by the City Council, extending the expiration date to April 20, 2020. As that date approached the applicant proceeded with the recording process; however, their lender was hesitant to proceed because they wanted to see how the COVID-19 pandemic would impact the economy. The applicant's lender is now ready to grant the loan and the applicant would like another extension to allow time to secure the funding and record the plat(s).

### Code Review

Section 19.12.02(5) outlines the duration of approval and states:

**Duration.** Approvals for developments described in this Chapter are valid for twenty-four months from the date of approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extension must be requested within twenty-four months of Site Plan/Subdivision approval and shall not exceed twelve months.

- a. For phased developments, if the first phase is not recorded within twenty-four months from final plat approval, the approval for all phases shall expire.
- b. If the first phase is recorded within twenty-four months from final plat approval, the approval shall automatically be extended with each recorded phase for a period of twenty-four months measured from the date of most recent phase recordation.

### Staff findings:

- *The Code does not preclude the City Council from granting more than one extension.*
- *The applicant is requesting their approval be extended again, until the end of January 2021.*
- *The requested extension will allow the applicant to continue with the recording of their final plat(s).*
- *An extension will promote the public health, safety, and general welfare by allowing this project to continue as it will allow an approved development to continue.*

**Recommended Motion**

“I move that the City Council approve an extension for the Western Hills 2 and 3 Final Plats and that this extension be valid until Thursday, January 28, 2021, subject to the following condition:”

- a. In accordance with Section 19.12.02(5)(b) of the Land Development Code, recordation of one plat will allow another twenty-four months for the second plat to be recorded.

**Exhibits**

- A. Extension Request from Applicant
- B. Final Plats

**MATTHEW R. CRANE**

**ATTORNEY**

947 South 500 East, Suite 100  
American Fork, Utah 84003

TELEPHONE (801) 692-2423  
FACSIMILE (801) 764-9874  
Mcrane@tiogafunding.com

September 16, 2020

Jim Miller  
Mayor – Saratoga Springs  
jmiller@saratogaspringscity.com

BY EMAIL

Re: *Extension for Western Hills Phase 2 and Phase 3*

Dear Mayor Miller:

I represent Ridgepoint Management Group, LLC, developer of the Western Hills project in Saratoga Springs. I am writing to follow up on my letter dated April 22, 2020 (attached hereto) in which I requested an extension of the deadline for the final approval of Phase 2 and Phase 3 of the project. As I mentioned in that letter, Ridgepoint has been delayed in the development of the project because of the vast economic, financial, and business impacts of the Covid-19 pandemic. Despite those delays, Ridgepoint has overcome numerous obstacles and will be prepared to record the final plat in January 2021. Therefore, and for the reasons stated in the April 22 letter, I now respectfully request that the City grant Ridgepoint an extension of the plat recording deadline to January 29, 2021. Thank you for your consideration.

Sincerely,



MATTHEW R. CRANE

*Attorney for Ridgepoint Management Group, LLC*

Copied:

Christopher Carn  
ccarn@saratogaspringscity.com

Stephen Willden  
swillden@saratogaspringscity.com

Michael McOmber  
mmcomber@saratogaspringscity.com

Kevin Thurman  
kthurman@saratogaspringscity.com

Chris Porter  
cporter@saratogaspringscity.com

Sarah Carroll  
scarroll@saratogaspringscity.com

Ryan Poduska  
rpoduska@saratogaspringscity.com

# MATTHEW R. CRANE

## ATTORNEY

947 South 500 East, Suite 100  
American Fork, Utah 84003

TELEPHONE (801) 692-2423  
FACSIMILE (801) 764-9874  
Mcrane@tiogafunding.com

April 22, 2020

Jim Miller  
Mayor – Saratoga Springs  
jmiller@saratogaspringscity.com

BY EMAIL

*Re: Extension for Western Hills Phase 2 and Phase 3*

Dear Mayor Miller:

I represent Ridgepoint Management Group, LLC, which is the developer of the Western Hills project in Saratoga Springs. I am writing to address Ridgepoint's request for an extension of the deadline for final approval of Phase 2 and Phase 3 of the project. You may be aware that the City granted Ridgepoint one previous extension, which resulted in a current deadline of April 20, 2020. One of the major reasons Ridgepoint required that previous extension was because of the massive increase in price for water required for the project. Ridgepoint was able to overcome those challenges and was prepared to record the plat before the current deadline. But because of the vast economic and business impacts of the Covid-19 pandemic, Ridgepoint has now requested an additional extension. I have just learned the City has denied that request. If Ridgepoint is not allowed an extension and is forced to start over on the platting process, then it will lose two lots in the project. That would cause significant financial damage to Ridgepoint.

I believe it would be fair and reasonable for the City to grant Ridgepoint an additional extension because Ridgepoint's current inability to record the final plat is caused by funding delays completely out of its control. Ridgepoint's funding – through Central Bank – was approved and everything was scheduled to close before the current deadline. But like all other lenders nationwide, and even worldwide, virus-driven fears in the market have caused Central Bank to tighten its financing protocols. As a result, Central Bank has now chosen to hold off on funding for a brief period of time to allow the financial impacts of the virus to settle. This funding process has also been impeded by the order from Governor Herbert and other state and local leaders to "Stay Home, Stay Safe". The events of this pandemic and its catastrophic financial impacts were completely unforeseen and totally uncontrollable by Ridgepoint. Perhaps they could even be termed an act of God. Likewise, the governmental restrictions on national, state, and local levels were also completely unforeseen. As a result of the governmental acts, we have seen many governments ease certain requirements and filing deadlines. In light of these unprecedented times and the devastating economic impacts, and because Ridgepoint's current delay was directly caused by the pandemic, I believe it would be fair and reasonable for the City to grant Ridgepoint an extension of the deadline for final approval.

Mayor Miller  
Page 2/2  
April 22, 2020

It is also worth noting that current State code should allow the City to grant an extension or at least grant additional time to record the plat. U.C.A. 17-27a-602(6)(b) states, “(a) failure to record a plat within the time period designated by ordinance renders the plat voidable”. I note the drafters of this statute specifically chose to use the word “voidable” and not “void”. A “void” plat would of course have no operative effect. But because it is voidable in this case, the City is given some discretion and could choose to allow additional time to record the plat. Again, because of the inescapable and unforeseeable global pandemic, I believe it would be reasonable for the City to exercise its discretion in allowing Ridgepoint additional time to record the plat. Thank you for your consideration.

Sincerely,



MATTHEW R. CRANE  
*Attorney for Ridgepoint Management Group, LLC*

Copied:

Christopher Carn  
ccarn@saratogaspringscity.com

Michael McOmber  
mmcomber@saratogaspringscity.com

Chris Porter  
cporter@saratogaspringscity.com

Ryan Poduska  
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Stephen Willden  
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Kevin Thurman  
kthurman@saratogaspringscity.com

Sarah Carroll  
scarroll@saratogaspringscity.com

# WESTERN HILLS SUBDIVISION PHASE 2

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

### PLAT NOTES:

- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.
- PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
- THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
- PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. \_\_\_\_\_," WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY OR BENEFICIARIES UNDER THIS AGREEMENT.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
- ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
- REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
- LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OR INCORPORATION AND CC&R'S.
- A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY \_\_\_\_\_ (GEOTECHNICAL ENGINEER), WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE OF THE INFORMATION OR LACK THEREOF IN THE REPORT.
- AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OUR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
- DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

### WESTERN HILLS SUBDIVISION PHASE 2 BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point in the southerly right of way of Aspen Hills Blvd., which point is North 89°39'03" East along the Section line a distance of 782.25 feet and North 828.37 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 39°37'42" East 170.30 feet; thence along the arc of a 916.00 foot radius curve to the right 180.65 feet through a central angle of 11°18'00", the chord bears North 45°16'42" East 180.36 feet; thence North 50°55'42" East 196.51 feet; thence along the arc of a 266.00 foot radius curve to the right 181.39 feet through a central angle of 39°04'19", the chord bears North 70°27'51" East 177.90 feet; thence East 466.84 feet; thence along the arc of a 334.00 foot radius curve to the left 77.77 feet through a central angle of 13°20'27", the chord bears North 83°19'47" East 77.59 feet; thence North 76°39'33" East 6.70 feet; thence South 11°20'43" East 266.63 feet to the southerly boundary of The Western Hills 1 LLC Property; thence South 44°30'03" West 156.12 feet; thence South 29°14'03" West 608.59 feet; thence North 59°02'24" West 174.48 feet; thence North 29°37'53" East 90.03 feet; thence along the arc of a 55.00 foot radius curve to the left 36.09 feet through a central angle of 37°36'03", the chord bears South 79°16'08" East 35.45 feet; thence South 25°27'49" West 73.04 feet; thence South 26°49'37" East 11.89 feet; thence South 48°18'08" East 11.92 feet; thence South 59°02'24" East 52.98 feet; thence South 72°01'38" East 14.56 feet; thence North 81°59'55" East 14.59 feet; thence North 29°14'03" East 485.20 feet; thence North 60°22'07" West 103.83 feet; thence North 29°37'53" East 54.34 feet; thence North 60°24'58" West 129.28 feet; thence North 88°45'16" West 197.05 feet; thence South 30°57'36" West 98.56 feet; thence North 59°02'24" West 72.27 feet; thence along the arc of a 238.00 foot radius curve to the right 8.54 feet through a central angle of 02°03'18", the chord bears North 58°00'45" West 8.54 feet; thence South 33°00'54" West 95.64 feet; thence North 57°44'23" West 42.47 feet; thence South 30°57'36" West 171.54 feet; thence North 59°02'24" West 87.65 feet; thence South 30°57'36" West 105.00 feet to the northerly boundary of the Alpine School District property; thence North 59°02'24" West 207.94 feet to the point of beginning.

Area = 8.18 Acres (356,307 Sq. Ft.) more or less and 20 building lots.

### WESTERN HILLS SUBDIVISION PHASE 2 OPEN SPACE DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point which is North 89°39'03" East along the Section line a distance of 692.29 feet and North 1109.40 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 36°14'55" West 88.54 feet; thence North 53°44'56" East 229.03 feet; thence South 12°38'05" West 3.54 feet; thence North 55°25'00" East 68.85 feet; thence South 08°46'35" East 98.80 feet; thence South 70°33'43" East 35.29 feet; thence South 06°52'47" East 39.90 feet; thence South 27°50'52" West 60.88 feet; thence South 41°47'34" East 53.05 feet; thence along the arc of a 984.00 foot radius non-tangent curve to the right 12.84 feet through a central angle of 00°44'52", the chord bears South 47°50'00" West 12.84 feet; thence North 41°51'39" West 131.02 feet; thence South 75°30'48" West 48.12 feet; thence South 53°40'30" West 130.02 feet to the point of beginning.

Area = 0.730 Acres (31,818 Sq. Ft.) more or less

### SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE, CERTIFICATE NO. 166572, 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.

(SEE DESCRIPTIONS TO THE LEFT)

DATE: \_\_\_\_\_ BARRY ANDREASON (SEE SEAL BELOW)  
 LICENSE NO. \_\_\_\_\_

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

### WESTERN HILLS SUBDIVISION, PHASE 2

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, RIGHTS-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 THE EXTENT TO HAVE BEEN CAUSED BY THE OWNER'S ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY OWNER'S ESTABLISHMENT OF CONSTRUCTION OF THE ROADS WITHIN THIS SUBDIVISION. IN WITNESS WHEREOF I HAVE HEREUNTO SET THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD 20 \_\_\_\_.

WESTERN HILLS 1, LLC  
 BY: TRISTAR IRREVOCABLE TRUST  
 ITS: MANAGER

### BRAD A. JENSEN, TRUSTEE LLC ACKNOWLEDGEMENT

STATE OF UTAH }  
 COUNTY OF UTAH } S.S.  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
 PERSONALLY APPEARED BEFORE ME WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE MANAGER OF WESTERN HILLS 1, LLC, A LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS DULY AUTHORIZED BY THE MEMBER/MANAGER OF SAID LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC (SEE SEAL BELOW)

### ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SARATOGA SPRINGS, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

\_\_\_\_\_  
 CITY MAYOR ATTEST CLERK-RECORDER (SEE SEAL BELOW)

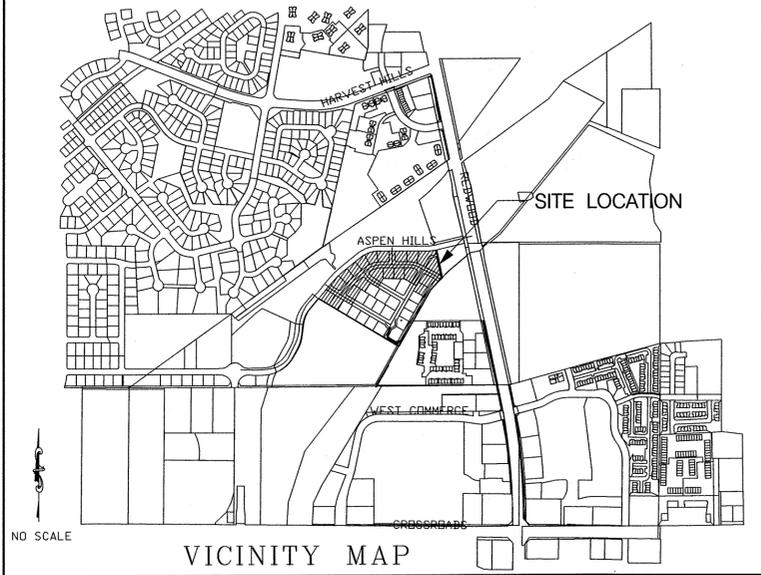
### PHASE 2 WESTERN HILLS SUBDIVISION

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

CITY OF SARATOGA SPRINGS UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

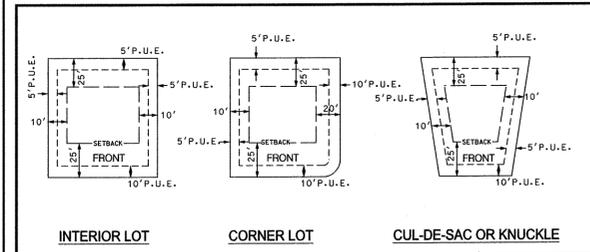
SURVEYOR'S SEAL PROFESSIONAL LAND SURVEYOR NO.166572 BARRY ANDREASON State of Utah	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
			SP-1



NO SCALE

VICINITY MAP

### TYPICAL SETBACK & P.U.E. DETAILS



BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE: (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-803(4)(C)(ii). THE FOLLOWING NOTES ARE NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DO NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES.

### ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. 17-27a-603(4)(C)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER
  - A RECORDED EASEMENT OR RIGHT-OF-WAY THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
  - TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
  - ANY OTHER PROVISION OF LAW

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

ROCKY MOUNTAIN POWER

### DOMINION ENERGY QUESTAR CORPORATION

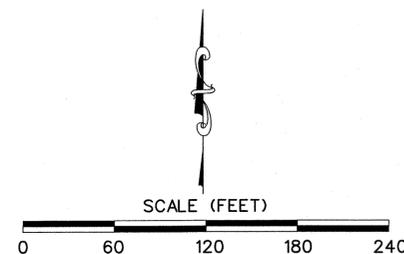
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

DOMINION ENERGY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



### CENTURY LINK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

### COMCAST CABLE TELEVISION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

COMCAST CABLE TELEVISION

### PLANNING DIRECTOR

APPROVED BY THE PLANNING DIRECTOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

### CITY ENGINEER

APPROVED BY THE CITY ENGINEER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

CITY ENGINEER

TABULATIONS	
TOTAL PROJECT AREA:	8.89 ACRES
TOTAL # OF LOTS:	20 LOTS
TOTAL # OF DWELLINGS:	20 DWELLINGS
TOTAL # OF BUILDINGS:	N/A
SQ. FT. OF PROPOSED BUILDINGS:	N/A
PROPOSED # OF GARAGE SPACES:	N/A
PROPOSED # OF PARKING SPACES:	N/A
PERCENTAGE OF BUILDABLE LAND	80.43%
SENSITIVE LAND AREA:	N/A
- % OF TOTAL:	N/A
- % OF OPEN SPACE:	N/A
OPEN SPACE AREA:	1.74 ACRES
- % OF TOTAL:	19.57%
LANDSCAPING AREA:	
- % OF TOTAL:	
DENSITY OF DWELLINGS PER ACRE:	2.25 DWELLINGS / ACRE

### LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

### FIRE CHIEF

APPROVED BY THE FIRE CHIEF ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

CITY FIRE CHIEF

### PUBLIC WORKS DIRECTOR

APPROVED BY SARATOGA SPRINGS PUBLIC WORKS DIRECTOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

### SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

### SARATOGA SPRINGS POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

LEHI CITY POST OFFICE REPRESENTATIVE



# WESTERN HILLS SUBDIVISION PHASE 3

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

### PLAT NOTES:

- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.
- PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
- THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT, SEE CITY RECORDER FOR DETAILS.
- PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. \_\_\_\_\_" WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY OR BENEFICIARIES UNDER THIS AGREEMENT.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
- ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
- REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
- LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OR INCORPORATION AND CC&R'S.
- A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY \_\_\_\_\_ (GEOTECHNICAL ENGINEER), WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE OF THE INFORMATION OR LACK THEREOF IN THE REPORT.
- AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OUR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
- DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

### WESTERN HILLS SUBDIVISION PHASE 3 BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point which is North 89°39'03" East along the Section line a distance of 960.57 feet and North 720.31 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 59°02'24" East 495.95 feet; thence North 29°37'53" East 90.03 feet; thence along the arc of a 916.00 foot radius non-tangent curve to the left 36.09 feet through a central angle of 37°35'45", the chord bears South 79°16'08" East 35.45 feet; thence South 25°27'49" West 73.04 feet; thence South 26°49'37" East 11.89 feet; thence South 48°18'08" East 11.92 feet; thence South 59°02'24" East 52.98 feet; thence South 72°01'38" East 14.56 feet; thence North 81°59'55" East 14.59 feet; thence North 29°14'03" East 485.20 feet; thence North 60°22'07" West 103.83 feet; thence North 29°37'53" East 54.34 feet; thence North 60°24'58" West 129.28 feet; thence North 88°45'16" West 197.05 feet; thence South 30°57'36" West 98.56 feet; thence North 59°02'24" West 72.27 feet; thence along the arc of a 238.00 foot radius curve to the right 8.54 feet through a central angle of 02°03'18", the chord bears North 58°00'45" West 8.54 feet; thence South 33°00'54" West 95.64 feet; thence North 57°44'23" West 42.47 feet; thence South 30°57'36" West 171.54 feet; thence North 59°02'24" West 87.65 feet to the northerly boundary of the Alpine School District property; thence South 30°57'36" West 105.00 feet to the point of beginning.

Area = 6.126 Acres (266,870 Sq. Ft.) more or less and 19 building lots.

### WESTERN HILLS SUBDIVISION PHASE 3 OPEN SPACE DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point which is North 89°39'03" East along the Section line a distance of 28.82 feet and North 625.63 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 53°40'50" East 823.50 feet; thence North 36°14'55" West 88.57 feet; thence South 53°44'56" West 235.27 feet; thence South 30°09'41" East 52.31 feet; thence South 53°45'00" West 589.46 feet; thence South 46°27'58" East 38.23 feet to the point of beginning.

Area = 0.989 Acres (43,081 Sq. Ft.) more or less

### SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE, CERTIFICATE NO. 166572, 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.

(SEE DESCRIPTIONS TO THE LEFT)

DATE \_\_\_\_\_ BARRY ANDREASON (SEE SEAL BELOW)  
 LICENSE NO. \_\_\_\_\_

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

### WESTERN HILLS SUBDIVISION, PHASE 3

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, RIGHTS-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 THE EXTENT TO HAVE BEEN CAUSED BY THE OWNER'S ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY OWNER'S ESTABLISHMENT OF CONSTRUCTION OF THE ROADS WITHIN THIS SUBDIVISION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD 20 \_\_\_\_.

WESTERN HILLS 1, LLC  
 BY: TRISTAR IRREVOCABLE TRUST  
 ITS: MANAGER

BRAD A. JENSEN, TRUSTEE  
 LLC ACKNOWLEDGEMENT

STATE OF UTAH } s.s.  
 COUNTY OF UTAH }  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
 PERSONALLY APPEARED BEFORE ME WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE MANAGER OF WESTERN HILLS 1, LLC, A LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS DULY AUTHORIZED BY THE MEMBER/MANAGER OF SAID LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC (SEE SEAL BELOW)

### ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SARATOGA SPRINGS, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20 \_\_\_\_

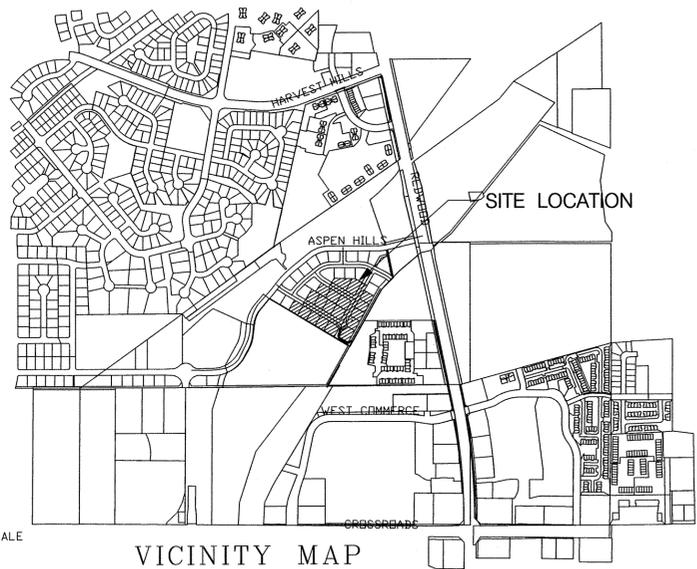
CITY MAYOR \_\_\_\_\_ ATTEST CLERK-RECORDER (SEE SEAL BELOW)

## PHASE 3 WESTERN HILLS SUBDIVISION

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

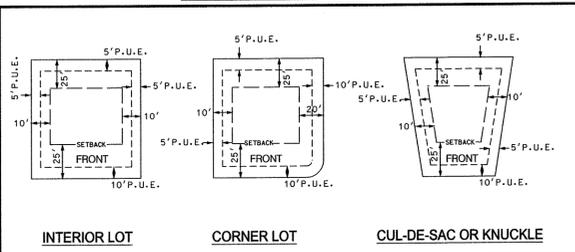
SCALE: 1" = 60 FEET

SURVEYOR'S SEAL 	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
NO. 166572 BARRY ANDREASON State of Utah			



VICINITY MAP

### TYPICAL SETBACK & P.U.E. DETAILS



BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE: (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(g)(ii). THE FOLLOWING NOTES ARE NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DO NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES.

#### ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
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  - A RECORDED EASEMENT OR RIGHT-OF-WAY
  - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
  - TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
  - ANY OTHER PROVISION OF LAW

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

ROCKY MOUNTAIN POWER

#### DOMINION ENERGY QUESTAR CORPORATION

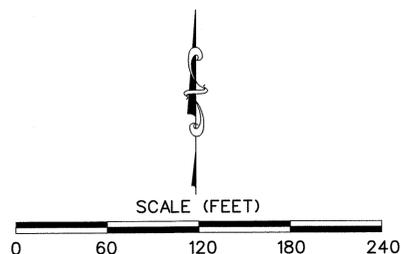
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APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

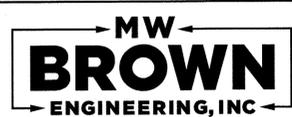
DOMINION ENERGY COMPANY

BY- \_\_\_\_\_

TITLE- \_\_\_\_\_



TABULATIONS	
TOTAL PROJECT AREA:	7.11 ACRES
TOTAL # OF LOTS:	19 LOTS
TOTAL # OF DWELLINGS:	19 DWELLINGS
TOTAL # OF BUILDINGS:	N/A
SQ. FT. OF PROPOSED BUILDINGS:	N/A
PROPOSED # OF GARAGE SPACES:	N/A
PROPOSED # OF PARKING SPACES:	N/A
PERCENTAGE OF BUILDABLE LAND	86.08%
SENSITIVE LAND AREA:	N/A
- % OF TOTAL:	N/A
- % OF OPEN SPACE:	N/A
OPEN SPACE AREA:	0.99 ACRES
- % OF TOTAL:	13.92%
LANDSCAPING AREA:	
- % OF TOTAL:	
DENSITY OF DWELLINGS PER ACRE:	2.67 DWELLINGS / ACRE



#### CENTURY LINK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

CENTURY LINK

#### COMCAST CABLE TELEVISION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

COMCAST CABLE TELEVISION

#### PLANNING DIRECTOR

APPROVED BY THE PLANNING DIRECTOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

PLANNING DIRECTOR

#### CITY ENGINEER

APPROVED BY THE CITY ENGINEER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

CITY ENGINEER

#### LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

LAND USE AUTHORITY

#### FIRE CHIEF

APPROVED BY THE FIRE CHIEF ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

CITY FIRE CHIEF

#### PUBLIC WORKS DIRECTOR

APPROVED BY SARATOGA SPRINGS PUBLIC WORKS DIRECTOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

SARATOGA SPRINGS PUBLIC WORKS DIRECTOR

#### SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

SARATOGA SPRINGS ATTORNEY

#### SARATOGA SPRINGS POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

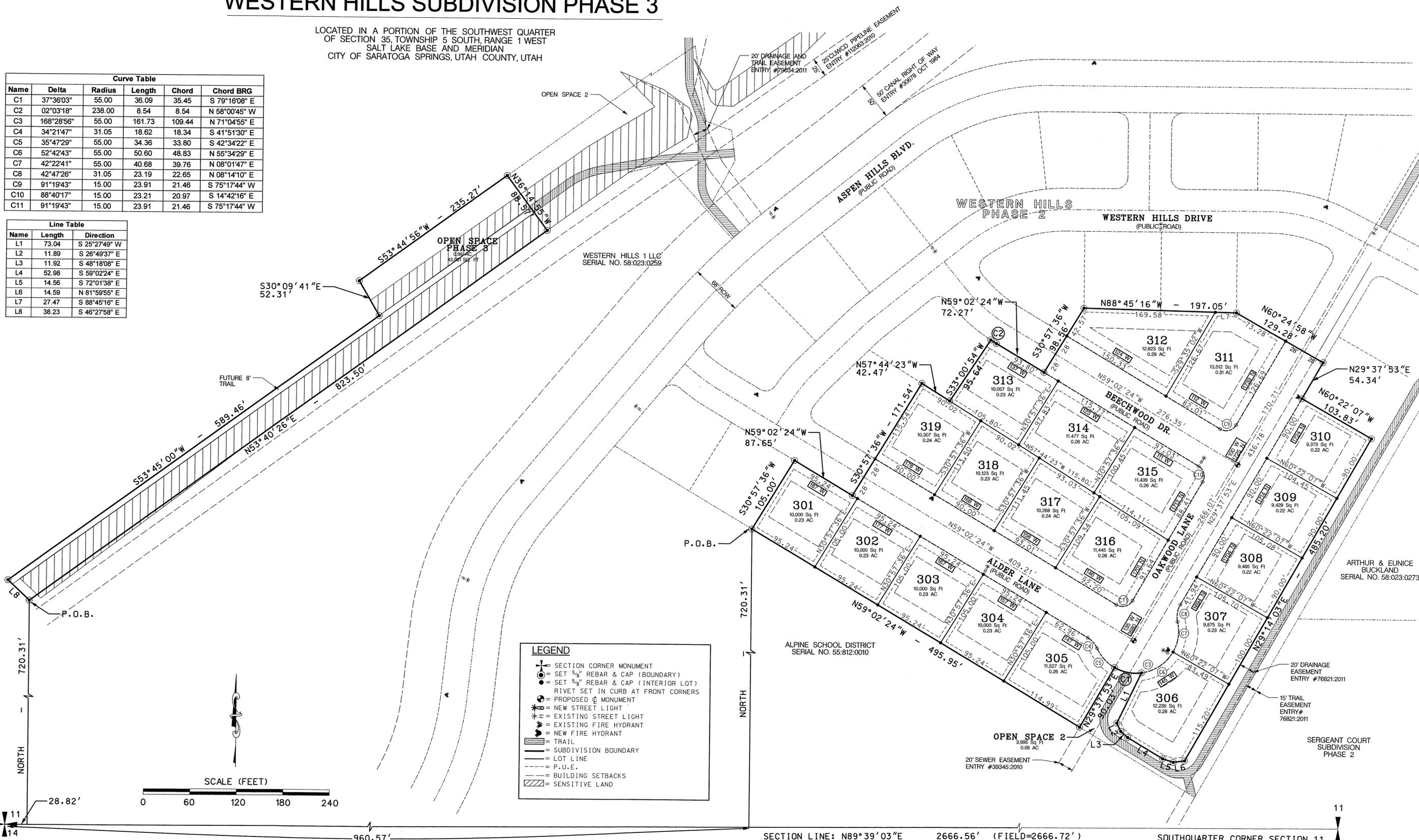
LEHI CITY POST OFFICE REPRESENTATIVE

# WESTERN HILLS SUBDIVISION PHASE 3

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER  
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

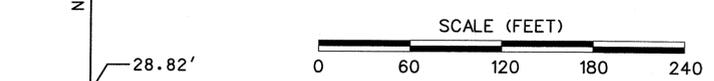
Name	Delta	Radius	Length	Chord	Chord BRG
C1	37°36'03"	55.00	36.09	35.45	S 79°16'08" E
C2	02°03'18"	238.00	8.54	8.54	N 58°00'45" W
C3	168°28'56"	55.00	161.73	109.44	N 71°04'55" E
C4	34°21'47"	31.05	18.62	18.34	S 41°51'30" E
C5	35°47'29"	55.00	34.36	33.80	S 42°34'22" E
C6	52°42'43"	55.00	50.60	48.83	N 55°34'29" E
C7	42°22'41"	55.00	40.68	39.76	N 08°01'47" E
C8	42°47'26"	31.05	23.19	22.65	N 08°14'10" E
C9	91°19'43"	15.00	23.91	21.46	S 75°17'44" W
C10	88°40'17"	15.00	23.21	20.97	S 14°42'16" E
C11	91°19'43"	15.00	23.91	21.46	S 75°17'44" W

Name	Length	Direction
L1	73.04	S 25°27'49" W
L2	11.89	S 26°49'37" E
L3	11.92	S 48°18'08" E
L4	52.98	S 59°02'24" E
L5	14.56	S 72°01'38" E
L6	14.59	N 81°59'55" E
L7	27.47	S 88°45'16" E
L8	38.23	S 46°27'58" E



**LEGEND**

- SECTION CORNER MONUMENT
- SET 5/8" REBAR & CAP (BOUNDARY)
- SET 5/8" REBAR & CAP (INTERIOR LOT)
- RIVET SET IN CURB AT FRONT CORNERS
- PROPOSED C MONUMENT
- NEW STREET LIGHT
- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT
- ▬ TRAIL
- ▬ SUBDIVISION BOUNDARY
- ▬ LOT LINE
- ▬ P.U.E.
- ▬ BUILDING SETBACKS
- ▨ SENSITIVE LAND



**BASIS OF BEARING**

SOUTHQUARTER CORNER SECTION 10  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(MONUMENT NOT FOUND)

N89°55'56"W 2646.50'

SOUTHWEST CORNER SECTION 11  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FOUND COUNTY MONUMENT)  
BENCH MARK EL=4629.30

SOUTHWEST CORNER SECTION 11  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FOUND COUNTY MONUMENT)  
BENCH MARK EL=4629.30

SOUTHQUARTER CORNER SECTION 11  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FOUND COUNTY MONUMENT)

Office: (801) 377-1790 Fax: (801) 377-1789  
578 East 770 North, Orem UT 84097

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No.	Date	By	Notes

---

Designed: \_\_\_\_\_  
Drawn: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Date: \_\_\_\_\_

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Title: WESTERN HILLS SUBDIVISION PHASE 3  
Client: \_\_\_\_\_  
Drawing Name: PLAT LAYOUT

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PROJECT NO. 2020.001  
SHEET NO. SP-2



## Staff Report - Meeting

Author: Andrew Burton, Chief of Police  
Department: Police  
Subject: Utah County Involved Critical Incident Protocol Agreement  
Date: October 6, 2020  
Type of Item: Resolution

---

**Summary Recommendations:** Staff recommends approval of the attached resolution authorizing the Mayor or Manager to sign the **amended** Utah County Officer Involved Critical Incident (OICI) Protocol Agreement.

### **Description:**

**A. Topic:** Officer Involved Critical Incident Investigation Protocol In Utah County.

**B. Background:** The City Council previously approved signing the original OICI protocol in December 2019. Some minor amendments have been made to include adding additional details and clarification about training, forensics, evidence, reports and GRAMA requests. Utah Code Annotated 76-2-408 (the "OICI Statute") sets forth requirements for the investigation of officer involved critical incidents as delineated in the statute. The chiefs of law enforcement agencies in Utah County have determined that the current protocol needed a few minor technical changes and clarification on the noted areas. Legal review was conducted to include that of our city attorney. The attached document is the protocol agreement, along with a copy of proposed changes. UCA 11-13-202.5 requires that the governing body of the jurisdiction involved authorize the agreement or major amendments by resolution.

**C. City Department Review:** City Police Chief and City Attorney.

### **Alternatives:**

**A. Deny the Resolution:** We may not meet the statute and be in violation of UCA 76-2-408.

**B. Continue the Item:** We could be in violation of UCA 76-2-408 as we would be operating under the old protocol agreement.

**C. Do Nothing:** We may not meet the statute and be in violation of UCA 76-2-408.

**Recommendation:** Staff recommends approval of the resolution.

Page 7 Under definitions:

- q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This/these person(s) is/are nominated and voted on by the Advisory Board. ~~There may be up to three OICI Task Force Manager/Commanders.~~
- r. Utah County Forensic/Evidence Unit. Employees of the Utah County Forensic/Evidence Department trained in the gathering and processing of possible crime scenes or other areas of interest.

Page 10.

- 23. **Modification.** ~~This Agreement may be modified only by a writing signed by all parties hereto.~~ This Agreement may be modified in the following manner:
  - a. When modifying the intent of any part of this Agreement it shall be done by a writing signed by all parties hereto.
  - b. When making minor modifications that do not change the intent of the Agreement it shall be done by majority vote. Notification to all parties hereto will be made of the minor modification.

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- 30. **Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:
  - a. Intra-department officers as required by the agency's procedures;
  - b. The Employer Agency, if applicable and if not yet aware;
  - c. The ~~Task Force Manager and the~~ County Attorney or designee; and
  - d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

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- 34. **Reports.**
  - A. Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential.
  - B. ~~A Spillman Report Management System Case number will be obtained by the Case Officer, Incident Manager or the Task Force Commander. All reports will be referenced or written directly under the obtained case number.~~
  - C. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident.
  - D. The Case Officer will assemble all individual reports making sure all reports are tied to the Spillman Case number obtained and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval.
  - E. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee.
  - F. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

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### **39. Evidence.**

c. Evidence gathered at the scene will be booked and held at the Utah County Sheriff's Evidence facility by the Utah County Forensic/Evidence Unit. Booking procedures outlined by Utah County Forensic/Evidence staff shall be followed.

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### **41. GRAMA Requests**

a. GRAMA requests as a rule should not be filled until the investigation is concluded. GRAMA requests shall be the responsibility of the Venue Agency and the Utah County Attorney's office. The Venue Agency and the County Attorney's office should consult with one another prior to fulfilling any GRAMA requests. GRAMA rules and regulations shall be followed.

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d. The OICI Board by vote, may require participating agencies to pay an agreed amount of \$20.00 annually into a fund to be used for training purposes. If there is a vote to collect funds the OICI Board will vote on a participating agency to invoice and hold the monies in an agreed account. An annual accounting of these monies collected and used will be documented and shared with the OICI Board by a Task Force Manager/Commander during a board meeting.

**Utah County Law Enforcement  
Executives  
Contractual Agreement for  
Officer Involved Critical Incident  
Protocol**



Revised December 2019

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**UTAH COUNTY**  
**OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE**  
**CONTRACTUAL AGREEMENT**

**THIS CONTRACTUAL COOPERATION AGREEMENT** (“Agreement”) is entered into this 2, day of March 2020, by and between the following higher education, municipal, and government entities for and on behalf of their respective law enforcement agencies: Alpine City, American Fork City, Brigham Young University, (solely for and on behalf of University Police, the remainder of the university being a private entity), Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County for the purpose of facilitating the establishment of the Utah County Officer Involved Critical Incident Task Force hereby now referred to as OICI Task Force. The parties to this Agreement are sometimes referred to collectively as the “Parties” or individually as a “Party.”

**RECITALS:**

- A. UTAH CODE ANN. §76-2-408 (the “OICI Statute”) sets forth requirements for the Investigation of Officer Involved Critical incidents (“OICI”) delineated in the statute.
- B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.
- C. The Parties have determined that the formation of a Utah County OICI Task Force (hereinafter referred to as “Utah County Task Force” or “OICI Task Force”) that will serve as the investigating agency for OICI’s that occur in Utah County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.

- D. The Parties have determined that the Utah County OICI Task Force will be governed by the Utah County OICI Protocol established to provide uniform procedures for the investigation of OICI's.
- E. The utilization of a Utah County OICI Task Force to investigate OICI's is beneficial to the Parties, the citizens of Utah County and the officers who are involved in OICI's.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **General Purpose.** The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.
2. **Definitions.**
  - a. Actor. Any person whose act or actions result in an Officer Involved Critical Incident as defined herein.
  - b. Administrative Investigators. Those investigators assigned by the Employer Agency to conduct an administrative investigation of the incident.
  - c. Advisory Board. The Advisory Board that shall govern the administration of the OICI Protocol shall include the County Attorney or designee thereof, two City Attorney's from Protocol Member Agencies who have been nominated and agreed upon by a majority of the members of the Advisory Board, and a designee from each Protocol Member Agency.
  - d. Case Officer. The OICI Task Force investigator assigned by the incident manager to organize and supervise the collection of reports, and write a comprehensive incident report of the incident and investigation.
  - e. Crime Scene Supervisor. The OICI Task Force investigator assigned by the Incident Manager to supervise the crime scene(s).
  - f. Criminal Investigators. Those investigators assigned by the County Attorney's Office and the Venue Agency, to conduct a criminal investigation of the incident.
  - g. Employee. Unless otherwise indicated the word "employee" as used herein refers to the following employees of those agencies participating in this OICI Protocol:
    - i. Full-time, part-time, and hourly sworn peace officers, whether on or off-duty and acting for a law enforcement or private purpose at the time of the incident.
    - ii. Reserve peace officers who, at the time of the incident, are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.

- iii. Temporary employees and volunteers, paid or unpaid, who, at the time of the incident are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
- iv. Informants: This OICI Protocol does not intend to create an employer-employee relationship between an informant and any agency participating in this OICI Protocol. For the sole purpose of determining when an Officer Involved Critical Incident has occurred and whether the incident will be investigated, informants are considered employees when they are working under the immediate direction, control, and supervision of a peace officer.
- h. Employer Agency. The agency by whom the police employee involved in the OICI is employed or with which he/she is affiliated. In many cases the Venue Agency will also be the Employer Agency.
- i. Incident Manager. The OICI Task Force investigator assigned by the Task Force Manager/Commander and the Venue Agency Chief to manage the investigation of the incident.
- j. Injured. Any person who is injured by the act or actions of the actor which results in an Officer Involved Critical Incident. When used in this OICI Protocol, the word injured does not imply the existence or commission of a crime or inference of any liability, but is used simply to designate the person or persons injured.
- k. Interview Supervisor. The OICI Task Force investigator assigned by the Incident Manager to organize and supervise the interviews of witnesses and officers involved in the OICI.
- l. Investigating Agency. The OICI Task Force is composed of officers/employees from multiple law enforcement agencies.
- m. Officer Involved Critical Incident. An incident which occurs in any city, town, or unincorporated area of Utah County and involves any employee of the Protocol Member Agency and includes but is not limited to the following:
  - 1) The use of a dangerous weapon by an officer against a person that causes injury to any person;
  - 2) Death or serious bodily injury to any person, except the Officer, resulting from the use of a motor vehicle by an officer while on duty, or use of a government vehicle while the officer is off duty;
  - 3) The death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death.
  - 4) Death or serious bodily injury to a person resulting from the efforts of an officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person; and
  - 5) The use of deadly force by an officer against a person that causes damage to property but not death or serious bodily injury. However, in this situation, unless f the Venue Agency Chief or the County Attorney request an investigation, none will be performed.

- n. OICI Protocol: the procedure and rules governing the Protocol Member Agencies' responses to OICI's as outlined in this Agreement.
  - o. Protocol Member Agency. Any law enforcement agency operating in Utah County and which has committed to participation in this OICI Protocol.
  - p. Task Force Command. Advisory Board and designated Task Force Manager/Commander.
  - q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This person is nominated and voted on by the Advisory Board. There may be up to three OICI Task Force Manager/Commanders.
  - r. Venue Agency. The agency or agencies within whose geographical jurisdiction the incident occurs.
3. **Utah County OICI Task Force Jurisdiction.** The OICI Task Force shall have jurisdiction throughout Utah County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to investigate OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.
4. **Property Acquisition.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.
6. **Counterparts.** This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.
7. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.
8. **Captions, Recitals.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.
9. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable,

unenforceable or invalid provision shall not affect the other provisions of this Agreement.

10. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).
11. **Notice.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and the Party's legal office; (b) personally delivered; or (c) sent by certified United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.
12. **Governmental Immunity.** All Parties, or their respective law enforcement agencies or departments are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party, or their respective law enforcement agencies or departments shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party, or their respective law enforcement agencies or departments waives any defenses or limits of liability available under the Act and other applicable law. All, or their respective law enforcement agencies or departments Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
13. **Ethical Standards.** The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will

not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

14. **Assignment.** No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.
15. **Responsibility for OICI Task Force members.** Each Protocol Member Agency shall fund all salaries, benefits, and other obligations for its employees assigned to the OICI Task Force.
16. **Insurance.** Each Protocol Member Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Protocol Member Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.
17. **Effective Date.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.
18. **Term.** The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.
19. **Termination by Any Party.** Any Party to this Agreement may terminate its involvement with the OICI Task Force and this Agreement at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board in care of the Utah County Attorney, 100 East Center Street, Suite 2100 Provo, Utah 84606. and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.
20. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Fourth Judicial District Court of Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

21. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

22. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

23. **Modification.** This Agreement may be modified only by a writing signed by all parties hereto.

24. **Additional Parties.** Any entity within Utah County which is subject to the provisions of the OICI Statute, and who is not an original party to this Agreement, may apply in writing to become a Party to this Agreement. The applicant shall become a Party to this Agreement upon (a) the approving vote of at least seventy-five (75) percent of the members of the Advisory Board; and (b) the approved applicant's execution and delivery of a counterpart of this Agreement whereby under the approved applicant agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, the Parties' formal amendment to this Agreement for the purposes of admitting an applicant as an additional Party shall be unnecessary.

**25. Invocation of the OICI Protocol.**

This protocol is effective immediately upon the occurrence of an Officer Involved Critical Incident.

- i. In the event of an Officer Involved Critical Incident as defined by UCA 76-2-408, this OICI Protocol is automatically effective.
- ii. The Venue Agency Chief shall immediately notify the County Attorney's Office of an Officer Involved Critical Incident.
- iii. The Venue Agency is required to immediately contact the Task Force Manger/Commander indicating the OICI Protocol has been invoked.
- iv. The Venue Agency Chief, the Utah County Attorney, and the Task Force Manager shall:
  - 1) Jointly designate the task force personnel to investigate the Officer Involved Critical Incident; and
  - 2) Designate which law enforcement agency is the lead investigative agency, if the Officer Involved Critical Incident involves multiple investigations.
- v. The lead investigating agency may not be the law enforcement agency employing the officer who is alleged to have caused or contributed to the Officer Involved Critical Incident.
- vi. Optional: Each Protocol Member Agency, when acting in the capacity of a Venue Agency or Employer Agency, may request activation of the OICI Protocol upon the occurrence of any Officer Involved Critical Incident involving an employee. The Task Force Command will consider the

circumstances of the incident when determining whether or not to invoke the OICI Protocol. Upon this optional invocation, the matter will be investigated under the provisions of the OICI Protocol.

- vii. This section does not preclude the Employer Agency from conducting an internal administrative investigation.

**26. Investigative Agencies, Formats and Responsibilities.** To properly recognize and accommodate the various interests and the various rules of law which may be involved in an incident, investigations may be performed under two separate investigative formats: the criminal investigation and the administrative investigation.

**27. Criminal Investigation.**

- a. A criminal investigation that commences pursuant to the invocation of this OICI Protocol has priority over any parallel administrative investigation and will begin immediately following the incident for which this OICI Protocol is invoked.
- b. The criminal investigation of an Officer Involved Critical Incident commences with the invocation of this OICI Protocol, whether that invocation occurs automatically or at the direction of the Venue Agency Chief. Upon the invocation of this OICI Protocol the Venue Agency Chief and the Task Force Manager will select an Incident Manager. Such selection will be from a list of investigators constituted and maintained by Protocol Member Agencies. The selection of an Incident Manager may be made without respect to the rank or title of other investigators on the list who may also be asked to participate in the investigation.
- c. The Venue Agency Chief or his/her designee and the Task Force Manager/Commander shall inform the Incident Manager of the facts of the Officer Involved Critical Incident. The Incident Manager shall then assemble a task force of additional investigators of sufficient numbers to thoroughly and properly investigate the incident for which the OICI Protocol has been invoked. The selection of additional investigators by the Task Force Manager/Commander and the Incident Manager shall also be from the list of specifically designated employees constituted and maintained by Protocol Member Agencies.
- d. Among those investigators selected to constitute the OICI Task Force conducting the criminal investigation there shall be one representative of the Employer Agency. The Incident Manager shall not be from the Employer Agency. One Deputy Utah County Attorney shall also be designated a member of the OICI Task Force by the Incident Manager as well an investigator from the Utah County Attorney's Office.

**28. Venue Determination.**

- a. When an Officer Involved Critical Incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency and the respective Venue Agency Chiefs shall jointly appoint the Incident Manager.

- b. When an Officer Involved Critical Incident occurs on the boundary of two jurisdictions, or under circumstances that make determination of the Venue Agency difficult or places venue in dispute the Venue Agency shall be:
  - i. The Employer Agency if the Actor is employed by either boundary agency;
  - ii. Both boundary agencies if Actors are employed by both; or
  - iii. The agency which has the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the incident occur within its jurisdiction.
  - iv. The Advisory Board shall be the authority to resolve any Venue Agency investigative issues.
- c. Custodial deaths:
  - i. A subject who dies in police or corrections custody falls under the Protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the OICI Task Force should not respond in accordance with UCA §76-2-408.
  - ii. If the death occurred at a correctional facility, police agency building, or holding area, the Venue Agency is the agency having control of the facility, building, or holding area.
  - iii. If the death occurred outside a correctional facility, the agency having jurisdiction in the area will act as the Venue Agency. The Employer Agency would be the agency that had custody of the subject. Using this scenario, the Venue Agency and employer agency could be the same.
  - iv. Custodial Death Scenes: When an incident occurs in a correctional facility, holding facility or other location and other inmates may be witnesses, those inmates should be identified, and if possible, separated, pending interviews by OICI Task Force investigators.

**29. Scene Security.**

- a. The Venue Agency is responsible for immediately securing the scene of an Officer Involved Critical Incident. This responsibility includes the preservation and integrity of the scene(s) and its contents, access, control, and the identification and sequestration of witnesses. Responsibility for scene security may change as the investigation continues and the Incident Manager assumes responsibility for the criminal investigation. If, in the judgment of the senior representative of the Venue Agency, weather, or other factors make it imperative that evidence collection begins prior to the designation of the Incident Manager and constitution of the investigative team, such steps may be taken at the direction of and under the supervision of that representative of the Venue Agency.
  - i. The following crime scene procedures and priorities will be observed as fully as circumstances permit:
    - 1) The scene shall be controlled to prevent further injury or criminal activity.
    - 2) Emergency life saving measures have first priority.

- 3) Injured persons transported to a hospital will be accompanied, in the same vehicle if possible, by a police officer from the Venue Agency who will:
  - (a) Identify, locate, preserve, and take custody of physical evidence which may leave the scene with the injured person.
  - (b) Note and record as accurately as possible any spontaneous or excited utterances or statements which would describe the person's previous mental or physical state or any dying declaration.
  - (c) Maintain custody of the injured person if that person has been arrested.
  - (d) Provide information as may be known, which is necessary for the medical treatment of the injured person.
  - (e) Coordinate and communicate as necessary with investigators at the scene.
  - (f) Provide all information acquired to the Crime Scene Supervisor or Incident Manager.
- 4) If a firearm or other deadly instrument was used in the Officer Involved Critical Incident, procedures at the scene shall be as follows:
  - (a) If the area is secure, loose firearms or other deadly instruments shall be left in place and undisturbed until removal is directed by the Crime Scene Supervisor or Incident Manager.
  - (b) If the area is not secure the senior representative of the Venue Agency shall decide whether any loose firearms or deadly instruments can be safely left in place or whether immediate removal is necessary. If it is determined that the item or items must be removed immediately all efforts shall be made to photograph the item in place and establish its location with reference to other fixed points.
  - (c) If any officer still has personal possession of a firearm discharged in the course of an Officer Involved Critical Incident, the senior representative present of the Venue Agency shall assign a peer support officer to the officer that discharged his/her firearm to insure the evidentiary value of the weapon is not compromised. When appropriate as deemed by the Venue Agency, and for safety and evidentiary purposes, the firearm, holster/case and duty belt may be taken as a unit without removing the firearm from the holster/case. As deemed appropriate by the Employer Agency, the involved officer may be given a replacement firearm and duty belt as soon as practical. The items taken shall be immediately secured in a manner consistent with their preservation as items of evidence. The items shall be so maintained until further disposition is ordered by the Crime Scene Supervisor or Incident Manager. The Venue Agency representative to whom the firearms are surrendered shall document facts pertinent to the collection of the items, specifically the make and caliber of the firearm, the person from whom it was received, the item's location at

the time it was received, the condition of the item and an indication of how it was used in the incident under investigation. Unless necessary for safety, no attempt shall be made to change the condition of the firearm at the time of its surrender. It shall not be unloaded nor cleared of a jam. The firearm may be made safe to handle by lowering the hammer or putting on the safety so long as those actions taken to make the firearm safe are documented fully by the person taking the actions.

- 5) Law Enforcement Employee Clothing: As deemed appropriate by the Incident Manager, Crime Scene Supervisor, or Interview Supervisor, any officer who discharged a firearm during the course of an Officer Involved Critical Incident, may be required to surrender his or her uniform and any outer-wear worn during the time of the incident.
- 6) Recording Devices (any device designed to capture audio, video or photographic data or images, including but not limited to body cameras, dash cameras, video cameras, cameras, cell phones, audio recorders, etc.) shall be handled in accordance with the following:
  - (a) If any involved or witness officer(s) has personal possession of a recording device during the course of an Officer Involved Critical Incident, the on-scene supervisor or senior representative of the Venue Agency, will insure the recording device is made available to the Incident Manager or his/her representative upon arrival or as soon as practical.
  - (b) The supervisor or senior representative of the Venue Agency will not review any recordings made on the device unless necessary for the safety of others (any review of a recording device may change the recording's metadata).
  - (c) At a minimum the supervisor or senior representative of the Venue Agency shall document the collection of the recording device, including the make and model of the recording device, the person from whom it was received, the time and location it was received, the condition of the device and an indication of how it was used in the incident under investigation.
  - (d) The supervisor or senior representative of the Venue Agency, prior to reviewing or downloading the device's contents, will release the device to the Incident Manager or his/her representative. The Incident Manager (or his/her designee) will download or oversee the download of the contents of the recording device and will provide a copy of the downloaded contents to the Venue Agency as soon as practicable. When practical the recording device will be maintained by the Incident Manager until further disposition is ordered by the County Attorney or his/her designee.
- 7) Other evidence and the identity of all witnesses shall be preserved.

**30. Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:

- a. Intra-department officers as required by the agency's procedures;
- b. The Employer Agency, if applicable and if not yet aware;
- c. The Task Force Manager and the County Attorney or designee; and
- d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

**31. Appointment of Investigators by Protocol Member Agency.**

- a. Each Protocol Member Agency shall designate at least one of its most experienced criminal investigators to be available to participate in the investigation of an Officer Involved Critical Incident. A list of those officers so designated shall be maintained by the Task Force Manager/Commander and be updated semi-annually. A copy of the list shall be provided to each Protocol Member Agency and it is from this list that the Venue Agency Chief and Task Force Manager/Commander shall designate the Incident Manager and from which the task force conducting the criminal investigation of any Officer Involved Critical Incident shall be assembled.
- b. When assembling the OICI Task Force Investigative team for an OICI, the Venue Agency and the Task Force Manager/Commander will, in an effort to avoid creating too much work load for any one agency, take into consideration the number of investigators assigned from any one Protocol Member Agency.
- c. In designating investigators to be listed as available to participate in an Officer Involved Critical Incident investigation, Protocol Member Agencies should consider the following qualifications, characteristics, and attributes of those designated:
  - i. Experience in homicide investigations as well as other crimes against persons.
  - ii. The ability to effectively interview people of various backgrounds including police officers.
  - iii. Good working knowledge of physical evidence collection and preservation techniques and an appreciation of the use and limitations of scientific evidence.
  - iv. Good knowledge of police operational procedures and the criminal justice system.
  - v. Excellent report writing and communication skills.
  - vi. Good organizational and supervisory skills.
  - vii. Respected professionally by those whom he or she works for being competent, thorough, objective, fair, and honest.
  - viii. Ability to both participate in and direct a complicated investigation.

**32. Transporting, Sequestering, and Interviewing Officers in an OICI.**

- a. Officers who were present at the scene at the time of an Officer Involved Critical Incident, whether as Actors or witnesses, will be relieved of their duties at the scene as promptly as possible and shall be sequestered at their own police station unless other suitable and agreeable arrangements are made for them. Officers from the Venue Agency not involved in the OICI shall be assigned to accompany officers involved in the OICI and remain with them to ensure their privacy, accommodate their needs, and preserve the integrity of each witness officer's report as they may be gathered later. It is highly recommended that certified peer support officers be used during this time.
- b. If circumstances prohibit removal of all witnessing and officers involved in the OICI from the scene at one time, those officers who can be identified as Actors as defined herein should be relieved first.
- c. OICI Task Force investigators, witnesses and officers involved in the OICI should be allowed to contact spouses and family members and should be encouraged to relax. Officers involved in the OICI are allowed legal assistance and/or representation prior to and during interviews.
- d. Generally speaking involved officers will not be interviewed for at least forty-eight hours after the incident in order to provide the best opportunity for recall (two sleep cycles). The involved officer's interview will be transcribed and serve as the officer's report.

### **33. Video Evidence.**

- a. If an Officer Involved Critical Incident is captured on video, the review of this video by the officer is permitted prior to any report writing or interviews. Prior to the involved officer reviewing the video, the task force investigator will read the following advisory:

- i. Video Advisory:

"You are about to view a camera recording of a use-of-force event. Understand that while this recording depicts visual information from the scene, the human eye and brain are highly likely to perceive some things in stressful situations differently than a camera records them, so this photographic record may not reflect how the involved officer actually perceived the event.

The recording may depict things that the officer did not see or hear. The officer may have seen or heard things that were not recorded by the camera. Depending on the speed of the camera, some action elements may not have been recorded or may have happened faster than the officer could perceive and absorb them. The camera has captured a 2-dimensional image, which may be different from an officer's 3-dimensional observations. Lighting and angles may also have contributed to different perceptions. And, of course, the camera did not view the scene with the officer's unique experience and training.

Hopefully, this recording will enhance your understanding of the incident. Keep in mind, though, that these video images are only one piece of evidence to be considered in reconstructing and evaluating the totality of the circumstances. Some elements may require further exploration and explanation before the investigation is concluded."

- 34. Reports.** Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident. The Case Officer will assemble all individual reports and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.
- 35. Equipment.** Each member of an OICI Task Force will provide equipment as requested by the Incident Manager whether or not officers from that department are involved in either the criminal or administrative investigation. Officers from the department providing equipment may retain custody and operation of the equipment if it appears the interests of the investigation will be served.
- 36. Autopsy.**
- a. At least one member of the OICI Task Force shall be assigned by the Incident Manager to attend the autopsy. Protocol Member Agencies investigators involved in the OICI, including the administrative investigators, may also attend.
  - b. The OICI Task Force investigator assigned to attend the autopsy will brief the medical examiner prior to the post mortem examination. This briefing will be as complete as possible.
- 37. County Attorney's Office.**
- a. The County Attorney's Office has the following roles in Incident Investigations:
    - i. With the Venue Agency Chief and the Task Force Manager/Commander jointly designate the task force personnel to investigate the Officer Involved Critical Incident.
    - ii. Assign at least one attorney from the Utah County Attorney's Office and at least one investigator from the Utah County Attorney's Office to the OICI Task Force.
    - iii. Participate co-equally with other members of the OICI Task Force performing the criminal investigation.

- iv. Assist and advise the task force on the various criminal law issues which may arise during the investigation.
- v. The County Attorney's Office will strive to complete its report and findings within two weeks of the completion of the Protocol Investigation. However, this cannot be guaranteed, depending on the complexity of the incident.
- vi. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws have been violated. If so, prosecute as appropriate or arrange for a special prosecutor.
- vii. The County Attorney has his or her own independent investigative authority. When deemed appropriate, the County Attorney may conduct an independent investigation of an Officer Involved Critical Incident separate but simultaneous with any other investigation.

### **38. Employer Agency Administrative Investigation.**

- a. This OICI Protocol recognizes the need of the administrative investigators to acquire information about the Incident for the following non-criminal purposes:
  - i. Internal Affairs and determination of whether or not employees have violated department policy or regulation.
  - ii. Agency improvement and determination of whether or not department policies, procedures, programs, equipment, and training are adequate.
  - iii. Acquiring sufficient information concerning an Officer Involved Critical Incident to appropriately inform its parent governmental body and be responsive to the public and the news media.
  - iv. To adequately address claims for damages and prepare for civil litigation that may be initiated by or against the Employer Agency.
- b. While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties and will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's control of the scene, evidence, or witnesses.
- c. The initiation of an administrative investigation and the extent of that investigation is solely the responsibility of the Employer Agency. If an administrative investigation is being conducted, the Employer Agency should immediately assign administrative investigators upon being notified of the Officer Involved Critical Incident. Administrative investigators will be identified to the Incident Manager at the earliest possible opportunity. In addition to gathering information for the Employer Agency, it is anticipated that administrative investigators will act as a liaison between the Incident Manager and the Employer Agency even if no actual investigation is being conducted by the Employer Agency.

- d. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering police employees to cooperate shall not be revealed to criminal investigators without the prior approval of the County Attorney following a determination of need and evaluation of the applicable law.
- e. The Incident Manager will periodically brief the administrative investigators on the progress of the criminal investigation. The administrative investigators will have access to briefings, the incident scene, physical evidence, and witness statements. Unless, for good reason it is determined otherwise, the County Attorney's Office will provide to the Employer Agency his or her findings of fact and a complete copy of the case file prepared by the task force investigators. A copy of the County Attorney's findings of fact will also be provided to the Incident Manager.

### **39. Report Writing.**

- a. The Incident Manager will decide which investigator is responsible for a particular report. OICI Task Force investigators should not write more than one report on an interview or event, regardless of the number of interviews involved. OICI Task Force investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the interviewed employee should have the opportunity to review the report. All OICI Task Force investigators shall coordinate with the Task Force Manager/Commander to write a final report which documents their participation in the investigation.
- b. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution as soon as possible while ensuring all information is obtained accurately prior to completion.

### **40. News Media Relations.**

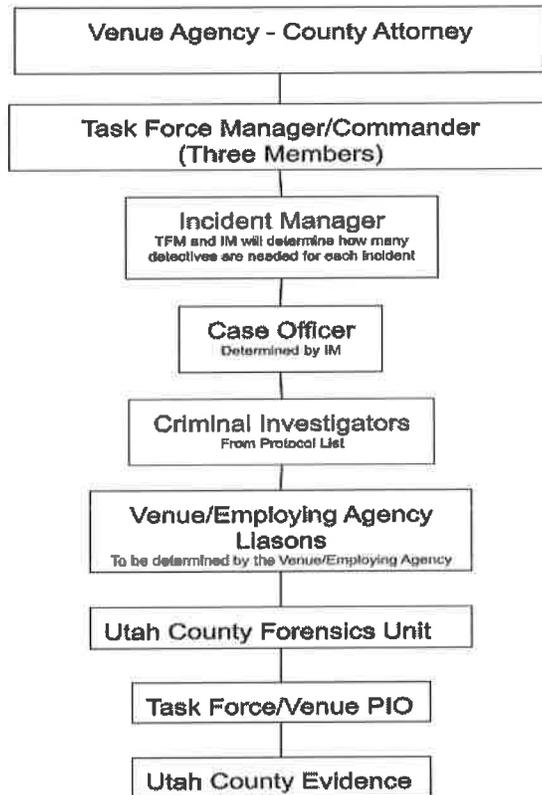
- a. The interests of the news media must be balanced with the requirements of the investigation and with the rights of the involved individuals.
- b. While any agency cannot be prohibited from making statements to the news media about an incident, these guidelines are established:
  - i. The Venue Agency Chief or designee has the responsibility for making press releases about the Incident and its investigation until such time as the matter is referred to the County Attorney's Office.
  - ii. The Incident Manager will provide the Venue Agency with information from which a press release can be made.
  - iii. Other participants in the investigation should refrain from making separate press releases or discussing the investigation with the press. If the Employer Agency is not also the Venue Agency, fewer problems will arise, especially at the early stages of the investigation, if the Employer Agency limits its

comments to information which has been cleared for release by the Venue Agency.

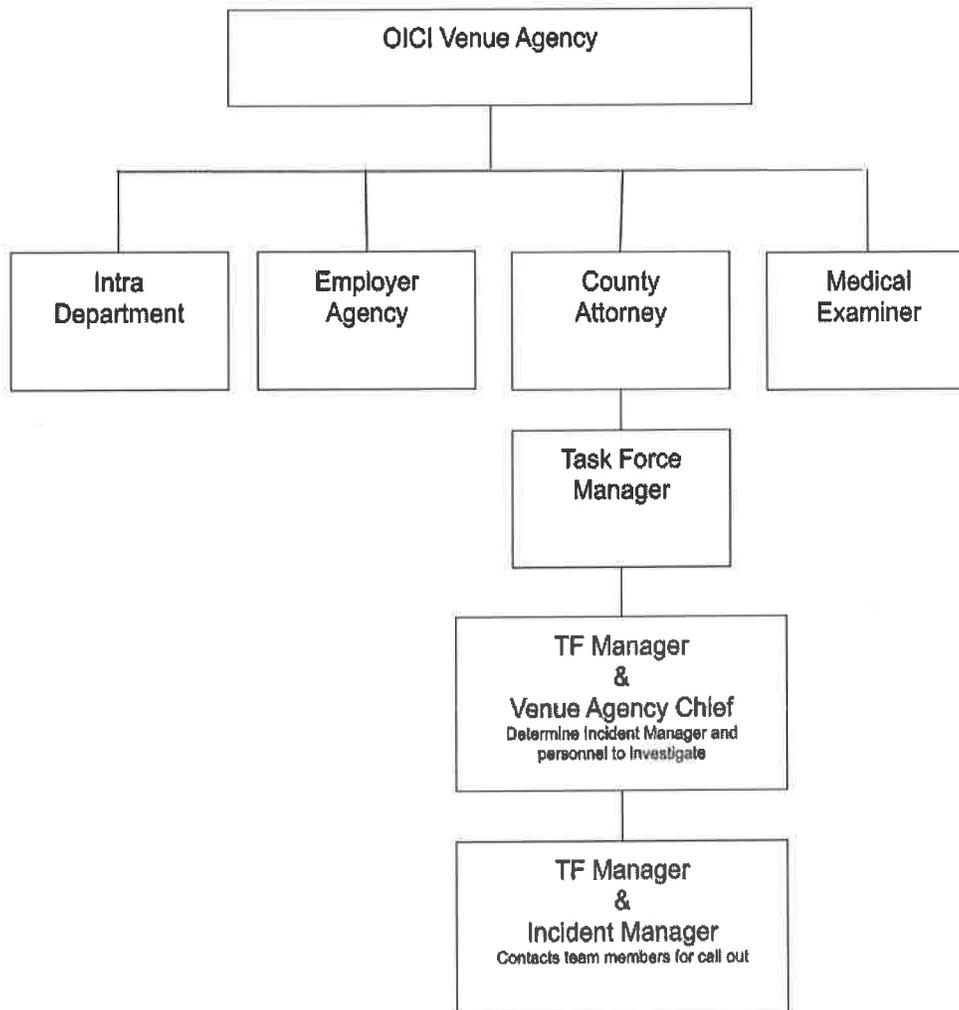
**41. Reporting to Board and Training.**

- a. The Task Force Manager/Commander(s) will report to the Advisory Board once per quarter at the monthly Chief Law Enforcement Executives meeting. This report will include but not be limited to, ongoing investigations, trainings held and to be held for team members, personnel issues and other needs.
- b. The Task Force Manager/Commander(s) will hold quarterly trainings for OICI Task Force members on; policy, investigative techniques, best practices, court findings and other necessary matters.
- c. OICI Task force members are required to attend two of the four trainings, however it is preferred that 100% attendance is maintained.

## 42. OICI Protocol Organizational Flow Chart



### 43. Callout Flow Chart



44.

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**City of Alpine**

By  Roy Stout  
Its Mayor



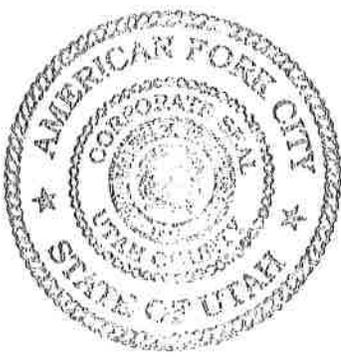
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**City of American Fork**

By 

Its American Fork Mayor

ATTEST: Julie Lurker  
City Recorder



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**Brigham Young University**

By   
Its CHIEF CHRIS AUTRY

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**City of Highland**

By   
Its Mayor

City of Highland

By \_\_\_\_\_

Its \_\_\_\_\_

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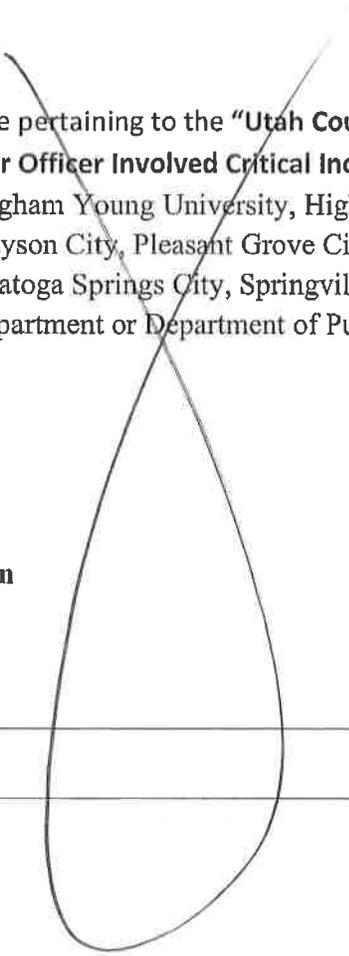
City of Lehi

By [Signature]  
Its [Signature]

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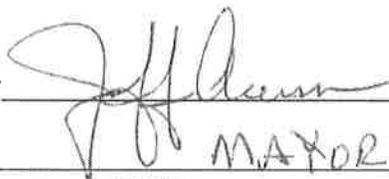
**City of Lindon**

By \_\_\_\_\_  
Its \_\_\_\_\_



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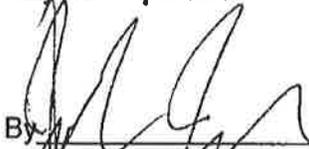
City of Lindon

By   
Its MAYOR

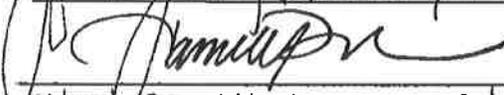


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**City of Mapleton**

By  \_\_\_\_\_

Its Public Safety Director / Police \_\_\_\_\_

  
Attest Camille Brown, City Recorder

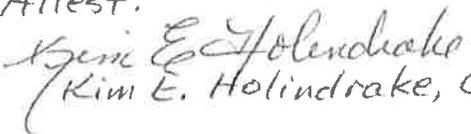
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City of Payson

By   
William R. Wright

Its Mayor

Attest:

  
Kim E. Holindrake, City Recorder



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**City of Pleasant Grove**

By  \_\_\_\_\_  
Its Mayor \_\_\_\_\_

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**City of Provo**

By   
Its Mayor of Provo

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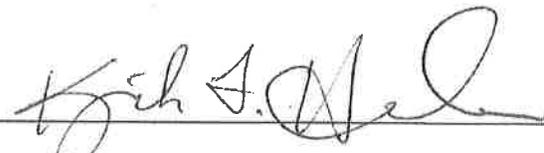
**City of Salem**

By 

Its Salem City Mayor

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**City of Santaquin**

By   
Its Mayor

Signature Page pertaining to the “Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol” between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**City of Saratoga Springs**

By  \_\_\_\_\_

Its CITY MANAGER \_\_\_\_\_

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

**City of Spanish Fork**

By 

Its Mayor 1-15-2020



Attest: Kent R. Clark  
City Recorder

Signature Page pertaining to the “Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol” between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**City of Springville**

By   
Its Richard J. Child, Mayor

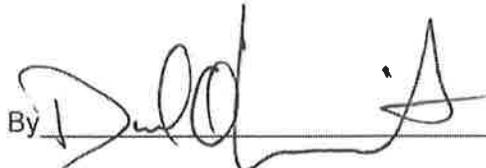


Attest:

  
Kim Crane, City Recorder

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County Attorney, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**Utah County Attorney**

By  1/29/2020  
Its \_\_\_\_\_

Signature Page pertaining to the "Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol" between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

Utah County Sheriff's Office

By  \_\_\_\_\_  
Its Sheriff \_\_\_\_\_

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**Utah Department of Corrections/Adult Probation and Parole**

By  2/3/2020

Its Division Director AP&P

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**Utah Highway Patrol**

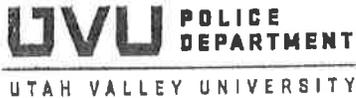
By Lt. Cory S. Hye

Its Section 6 Commander - Utah Highway Patrol

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

Utah Valley University

By           *Matt Federsel*            
Its           *Chief of Police*          



**RESOLUTION NO. R20- 43 (10-6-20)**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE UTAH COUNTY OFFICER INVOLVED CRITICAL (OICI) INCIDENT PROTOCOL AGREEMENT**

WHEREAS, Utah Code Annotated 76-2-408, the “Officer Involved Critical Incident (OICI) Statute” became effective May 12, 2015, and

WHEREAS, this statute requires every law enforcement agency to adopt and post (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially, and

WHEREAS, the Saratoga Springs City Council approved the agreement in January of 2020 and the Saratoga Springs Police Department has participated to this point in the Utah County OICI Protocol Task Force, and the Utah County Police Chiefs have proposed clarifying amendments to the OICI protocol, and,

WHEREAS, the various city attorneys have reviewed the amendments to the protocol and determined that the amendments are necessary, and,

WHEREAS, the Governing Body has reviewed the attached Staff Report,

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

1. The Mayor or Manager be authorized to sign the attached amended agreement of the Utah County OICI Protocol for the purposes of investigating Officer Involved Critical Incidents.
2. This resolution shall take effect immediately upon passage.

Passed this 6<sup>th</sup> day of October, 2020.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder



## City Council Staff Report

Author: Jeremy Lapin, Public Works Director

Subject: Knolls Fire Mitigation

Date: October 6, 2020

Type of Item: Approval of Contract

Description: Award of Contract for Phase 2 Knolls Fire Mitigation

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### A. Topic:

This item is for the approval of a contract for Phase 2 of the Knolls Fire mitigation project.

### B. Background:

On July 21, 2020 the City Council approved Resolution R20-33 that authorized the City Manager to enter into an agreement with the NRCS and to negotiate and enter into contracts with one or more engineering firms, contractors, and vendors under the EWP (Emergency Watershed Projection) program in an amount of \$793,150 with a 25% local match requirement that would equal \$233,967 for a total project budget of \$1,027,117 (\$793,150 + \$233,967).

Phase 1 of the Knolls Fire Mitigation project has been previously bid and awarded in the amount of \$127,000. The City also anticipated the need to pay for reseeding of the Burn Scar area in the estimated amount of \$120,000. This leaves approximately \$750,000 available for phase 2.

Subsequently the City met with FEMA and was made aware of funding in the amount of \$600,000 (with a 25% match requirement) through the Hazard Mitigation Grant Program (HMGP) that was earmarked for the City due to the Knolls Fire. The City has submitted application and anticipates getting funding secured shortly. The project to be funded through the HMGP program is the stabilization of the Clark Canyon drainage east of Redwood Road (the drainage east of Wildlife Blvd). This is already identified on the City's storm Drain capital facilities plan as Project OCS1.

### C. Analysis:

The project was advertised on SciQuest on September 2 and bids opened September 17, 2020. Although only 1 Bid was received from Condie Construction in the amount of \$1,746,380, the City's engineering consultant and City Staff have reviewed the bid and believe it is a competitive and reasonable price particularly given the engineers estimate was \$1,972,100.

This bid was divided into a base bid schedule which are items that are intended to be funded through the EWP grant funds and an alternate bid schedule which are to be funded through FEMA HMGP funds. The EWP bid schedule total was \$1,426,285 and the HMGP bid schedule was \$320,095

The HMGP bid schedule is within the funding available through that FEMA grant program and so staff recommends awarding the full alternate bid schedule. The EWP base bid schedule

exceeds the available NRCS grant funding by approximately \$675,000. Therefore, in discussing this with Condie, Staff recommends awarding the base bid schedule with the omission of bid item 3 – Road Crossing Improvements = \$784,000. The contractor has agreed to hold all other prices as bid and this would bring the base bid within the current available NRCS grant funding. City staff has already reached out to NRCS to request additional funding and will work to bring this item back for approval as a change order once funding has been secured.

**D. Fiscal Impact:**

The funding for this EWP project will be appropriated under GL#s 31-4000-711 in the next budget amendment including the offsetting grant revenue.

The Funding for the work in Clark Canyon drainage east of Redwood via the FEMA HMGP grant is already budgeted in GL# 31-4000-646 in the amount of \$467,087.81 per the adoption of the FY21 Budget.

**E. Recommendation**

Staff recommends the City Council approve Resolution R20-44 (10-6-20) awarding the contract for the Phase 2 Knoll Fire mitigation project to Condie Construction in the amount of \$962,380

**RESOLUTION NO. R20-44 (10-6-20)**

**A RESOLUTION APPROVING A CONTRCR WITH CONDIE CONSTRUCTION  
FOR THE PHASE 2 KNOLLS FIRE MITIGATION PROJECT.**

**WHEREAS**, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified contractors to provide services in accordance with the Phase 2 Knolls Fire Mitigation Project; and

**WHEREAS**, the City advertised a bid document on SciQuest and twice in a public newspaper of general circulation for the Phase 2 Knolls Fire Mitigation Project in order to acquire services from qualified contractors; and

**WHEREAS**, the City received a single bid from Condie Construction; and

**WHEREAS**, City Staff and the City's engineering consultant, PEPG Consulting L.L.C, analyzed the bid and determined it was both competitive and reasonable and that Codie was a responsible bidder; and

**WHEREAS**, City Staff and the City's engineering consultant, PEPG Consulting L.L.C, analyzed the bid and determined it was both competitive and reasonable and that Condie was a responsible bidder; and

**WHEREAS**, the City Council has determined that awarding the project to the lowest responsible bidder is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Saratoga Springs, Utah, that the Phase 2 Knolls Fire Mitigation Project is awarded to Condie Construction the amount of \$962,380 and the City Manager is authorized to enter into contract with Condie Construction for the Phase 2 Knolls Fire Mitigation Project. This resolution shall take effect immediately upon passage.

This resolution shall take effect immediately upon passage.

PASSED on the 6<sup>th</sup> of October, 2020.

**CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION**

\_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder



# MINUTES – CITY COUNCIL

Tuesday, September 15, 2020

City of Saratoga Springs City Offices

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

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## City Council Policy Meeting

**Call to Order:** Mayor Jim Miller called the Meeting to order at 6:03 p.m.

### **Roll Call:**

**Pursuant to the COVID-19 Federal Guidelines, this Meeting will be conducted electronically.**

**Present** Mayor Jim Miller, Council Members Christopher Carn, Chris Porter, Michael McOmber, Ryan Poduska, and Stephen Willden.

**Staff Present** City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman, City Engineer Gordon Miner, Planning Director David Stroud, Finance Director Chelese Rawlings Public Works Director Jeremy Lapin, Senior Planner Sarah Carroll, and Deputy City Recorder Kayla Moss.

Invocation by Council Member McOmber

Pledge of Allegiance by Council Member Poduska

**PUBLIC INPUT:** None Submitted

**REPORTS:** Council Member McOmber asked if there was a way to go through out the neighborhoods to make sure that all of the trails and connections have been put in as planned.

City Manager Christensen advised that planning does makes sure that everything goes in like they have planned.

Council Member Poduska thanked Public Works for helping Bountiful City with the wind damage that occurred.

Mayor Miller advised that the Fire Department just celebrated their 20 year anniversary. He thinks it's neat to look back and see how far the fire department has come.

City Manager Christensen advised that the phase 2 improvements for the burn scar will be opening bid this week. He will authorize the contracts and then ratify them at the next meeting.

### **BUSINESS ITEMS:**

**1) Northshore Neighborhood Plan Major Amendment, Krisel Travis D.R. Horton Applicant, Market Street and Redwood Road; Ordinance 20-30 (9-15-20).**

Senior Planner Sarah Carroll advised that everything that changed with the neighborhood plan was circled in the packet. The configuration of lot 3 was changed and the church site was moved. The configuration of the North Park changed. There is a fencing plan that the City would like to be different. They recommend approval with the finding and conditions in the staff report.

Council Member Carn asked how the marketing plans on the commercial space is going.

51 Krisel Travis with D.R. Horton advised the 2 year time table has not started yet. They have had some interest  
52 but COVID hit and office space is not as desirable right now because of it.

53  
54 Council Member Poduska asked if the expansion of Pioneer Crossing will affect their project. It was determined  
55 that UDOT owns parcels in front of their parcels that will be used for the expansion.

56  
57 Council Member McOmber asked if there are landscaping requirements around the chain link fence around  
58 the pump station. He doesn't like to see any chain link in the project, he knows that some of it is existing but  
59 he has a hard time with it. He doesn't like that the City installs chain link around public facilities. He thinks the  
60 standards should be the same as any other developer. After discussion it was determined that they are  
61 following code on the chain link fence. It will be black vinyl coated chain link so he is okay with that as long as  
62 the landscaping exists to improve the look of it.

63  
64 Motion by Council Member McOmber to approve the Northshore Neighborhood Plan Major  
65 Amendment, Krisel Travis D.R. Horton Applicant, Market Street and Redwood Road; Ordinance 20-30  
66 (9-15-20) with all staff findings and conditions including a condition that all fencing standards meet  
67 the development agreement was seconded by Council Member Carn.  
68 Vote: Council Members Carn, McOmber, Poduska, Porter, and Willden– Aye.  
69 Motion carried unanimously.

70

71 **MINUTES:**

72

- 73 1. September 1, 2020.

74

75 Motion by Council Member McOmber to approve the Minutes of September 1, 2020 with the submitted and  
76 posted changes, was seconded by Council Member Carn.

77 Vote: Council Members McOmber, Carn, Poduska, Porter, and Willden– Aye.

78 Motion carried unanimously.

79

80 **ADJOURNMENT:**

81

82 There being no further business, Mayor Miller adjourned the meeting at 6:37 p.m.

83

84 \_\_\_\_\_

85 Jim Miller, Mayor

86

87 Attest:

88 \_\_\_\_\_

89 Cindy LoPiccolo, City Recorder

90 Approved: