



Planning Commission Meeting

Thursday, January 28, 2016

Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

AGENDA

One or more members of the Commission may participate electronically in this meeting.

PLEASE NOTE: The order of the following items may be subject to change with the order of the planning commission chair.

Commencing at 6:30 P.M.

1. Pledge of Allegiance.
2. Roll Call.
3. Public Input – Time has been set aside for any person to express ideas, concerns, comments, questions or issues that are not listed on the agenda. Comments are limited to three minutes.
4. Public Hearing: Preliminary Plat for Fox Hollow Neighborhood 12 Irrigation Pond, located approximately 3250 South 840 West. Matt Scott - JF Capital applicant. – Presented by Sarah Carroll.
5. Public Hearing: Concept Plan and Rezone for Lake Mountain, located approximately 3750 S and West of Lake Mountain Estates, Nick Baird applicant. Presented by Kimber Gabryszak.
6. Work Session: Discussion of Code and Vision. Presented by Kimber Gabryszak.
7. Approval of Minutes:
 - a. January 14, 2016.
8. Reports of Action.
9. Commission Comments.
10. Director's Report:
 - a. Council Actions
 - b. Applications and Approval
 - c. Upcoming Agendas
 - d. Other
11. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, the deployment of security personnel, devices or systems or the physical or mental health of an individual.
12. Adjourn.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 766-9793 at least one day prior to the meeting.



Preliminary Plat
Fox Hollow - Neighborhood 12 Irrigation Pond
January 28, 2016
Public Hearing

Report Date:	January 21, 2016
Applicant:	Matt Scott, JF Capital
Owner:	SCP Fox Hollow, LLC
Location:	~3750 South 840 West
Major Street Access:	Village Parkway
Parcel Number(s) & Size:	A portion of 59:014:0016 (5.93 acres)
Parcel Zoning:	R-3 PUD
Adjacent Zoning:	R-3 PUD
Current Use of Parcel:	Irrigation Pond
Adjacent Uses:	Undeveloped land, planned for residential development
Previous Meetings:	2 nd Fox Hollow MDA reviewed by PC 3-28-13
Previous Approvals:	2 nd Fox Hollow MDA approved by CC 4-16-13
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	Final Plat approval by staff
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

The proposed preliminary plat includes 5.93 acres of property for the irrigation pond in Neighborhood 12 of Fox Hollow. The “Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement” (MDA) requires an irrigation pond inside of Neighborhood 12 for Zone 3 secondary water. The pond has been constructed and the purpose of the plat is to formalize the boundaries of the pond and dedicate it to the City.

Recommendation:

Staff recommends that the Planning Commission conduct a public hearing on the Preliminary Plat, take public comment, review and discuss the proposal, and choose from the options in Section “I” of this report. Options include positive recommendation with conditions, continuation, or negative recommendation.

- B. Background:** The applicant has completed the Zone 3 irrigation pond in Fox Hollow Neighborhood 12. The purpose of the plat is to formalize the boundaries of the pond and dedicate the property to the City.
- C. Specific Request:** This is a request for Preliminary Plat approval for the Fox Hollow Neighborhood 12 Irrigation Pond for Zone 3 irrigation. The plat also included access easements over gravel roads to access the pond site.
- D. Process:** Code Section 19.13.04 outlines the process for Preliminary Plats and requires a public hearing with the Planning Commission. The Planning Commission makes a recommendation to the City Council and the City Council is the approval authority.
- E. Community Review:** Per 19.13.04 of the City Code, this item has been noticed in *The Daily Herald*, and each property owner within 300 feet of the subject property was sent a letter at least ten calendar days prior to this meeting. As of the completion of this report, no public comment has been received.
- F. Review:** Per the MDA, the development of the Zone 3 irrigation pond and related water lines is tied to several neighborhoods including Neighborhood 1 (Phase 7), 3, 4, 5, 6, 10, and 12. The irrigation pond has been constructed and the proposed plat will formalize a boundary around the pond.
- G. General Plan:** The General Plan designates this area for Low Density Residential development and states “The Low Density Residential designation is designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to the City’s urban standards, single-family detached dwellings and open spaces.”

Finding: consistent. The proposed plat includes one lot for a Zone 3 irrigation pond. The irrigation pond will service residential development in this location.

- H. Code Criteria:** The property is regulated by the R-3 PUD zone and the MDA. The MDA requires construction of the zone 3 pond. The R-3 PUD zoning is reviewed below; however, this is not a standard residential lot as it is for an irrigation pond.
- Zone: R-3 PUD
 - Use: Irrigation Pond – required per MDA
 - Density: N/A
 - Minimum lot size: The R-3 zone requires 10,000 square feet minimum. The PUD overlay allows the City Council to grant variations to lot sizes. The proposed lot is 5.93 acres which is larger than 10,000 square feet and no variations are requested.
 - Setbacks: N/A
 - Lot width: N/A – the site will be accessed via a gravel road with an access easement
 - Lot Frontage: N/A – access easements are included over a gravel road
 - Height: N/A
 - Lot Coverage: N/A

- Dwelling size: N/A
- Open Space / Landscaping: MDA regulates open space requirements – none required with this plat.
- Sensitive Lands: N/A
- Trash: N/A

Staff finding: complies. *The proposed Preliminary Plat complies with the terms and requirements of the MDA.*

I. Recommendation and Alternatives:

Staff recommends that the Planning Commission conduct a public hearing, take public input, discuss the application, and choose from the following options.

Staff Recommended Option – Positive Recommendation

“I move that to recommend **approval** to the City Council of the Neighborhood 12 Irrigation Pond Preliminary Plat, located at 3750 South 840 West, with the Findings and Conditions in the Staff Report.”

Findings

1. The application complies with the criteria in section 19.04 of the Land Development Code and the requirements of the MDA, as articulated in Section “H” of the staff report, which section is incorporated by reference herein.
2. The application is consistent with the General Plan, as articulated in Section “G” of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached staff report.
2. Any other conditions or changes as articulated by the Planning Commission:

_____.

Alternative 1 - Continuance

The Planning Commission may also choose to continue the item. “I move to **continue** the Preliminary Plat 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 Planning Commission may also choose to forward a negative the application. “I move to forward a recommendation for **denial** to the City Council for the Neighborhood 12 Irrigation Pond Preliminary Plat, located at 3750 South 840 West, with the Findings below:”

1. The application is not consistent with the General Plan, as articulated by the Planning Commission: _____, and/or,

2. The application is not consistent with Section 19.04 of the Code, as articulated by the Planning Commission: _____, and/or
3. The application does not comply with the MDA, as articulated by the Planning Commission: _____.

J. Attachments:

1. City Engineer's Report
2. Location Map
3. Exhibit E and L of the MDA
4. Preliminary Plat

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Fox Hollow Neighborhood 12 Irrigation Pond Plat
Date: January 28, 2016
Type of Item: Preliminary Plat Approval



Description:

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

B. Background:

Applicant: SCP Fox Hollow LLC
Request: Preliminary Plat Approval
Location: Fox Hollow Neighborhood 12 Irrigation Pond Plat
Acreage: 5.93 acres

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

D. Conditions:

- A. The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.
- B. Developer shall bury and/or relocate the power lines that are within this plat.
- C. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- D. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.
- E. Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.
- F. Developer shall provide plans for and complete all improvements within pedestrian corridors.
- G. Meet all engineering conditions and requirements as well as all Land Development

Code requirements in the preparation of the final plat and construction drawings.
All application fees are to be paid according to current fee schedules.

- H. All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.
- I. Developer shall prepare and submit easements for all public facilities not located in the public right-of-way
- J. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.
- K. Project shall comply with all ADA standards and requirements.



LOCATION MAP

Exhibit "E"

Villages at Saratoga Springs (Fox Hollow) Water Improvements Summary	
Item	Water Improvements
W-1	Swainson Boulevard 12" Water Main Construction of a 12" water main in Swainson Blvd. from N-11 to the existing School property.
W-2	N-5 to N-11 12" Water Main Connection Construction of a 12" water main between N-11 Phase 2 across OS-3 to N-5.
W-3	Wildlife Boulevard 12" Water Main Construction of a 12" water main in Wildlife Blvd. from N-11 Phase 2 to Village Parkway.
W-4	Foothill Boulevard Zone 3 and Zone 4 Culinary and Secondary Irrigation Water Mains (1) Construction of Zone 3 16" culinary water main and 14" secondary irrigation water main and Zone 4 12" culinary water main and 10" secondary irrigation water main in Foothill Boulevard.
W-5	Zone 3 Booster Station Completion of the construction, testing, and energizing the Zone 3 Booster Station located at the Zone 2 Water Tank/Irrigation Pond site west of N-3.
W-6	Zone 3 Secondary Irrigation Pond Construction of those improvements associated with the portion of the Zone 3 Irrigation Pond associated with the Fox Hollow development including pond installation, drainage facilities, and pipeline facilities needed to connect these facilities to Zone 3 east of Foothill Boulevard.
W-7	Zone 3 18" Secondary Irrigation Water Main Construction of an 18" secondary irrigation water main in N-12 from the Zone 3 Secondary Irrigation Pond east to N-6.
W-8	Zone 3 to Zone 4/5 Culinary and Secondary Irrigation Water Main Connections (1) Construction of an 18" culinary water line and 16" secondary irrigation water line connection between the Zone 3 Booster Station and the Zone 4/5 Culinary Water Tank and Zone 4/5 Secondary Irrigation Pond.
W-9	Zone 4/5 Culinary Water Tank and Secondary Irrigation Pond (1) Construction of a 2.5 MG culinary water tank and that portion of a 16 AF secondary irrigation pond located in N-16 to service the Zone 4 and 5 water zones including tank and pond installations, drainage facilities, and pipeline facilities needed to connect these improvements to Zone 4/5 and construction of a booster station between Zones 3 and Zones 4/5.

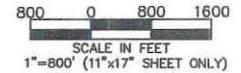
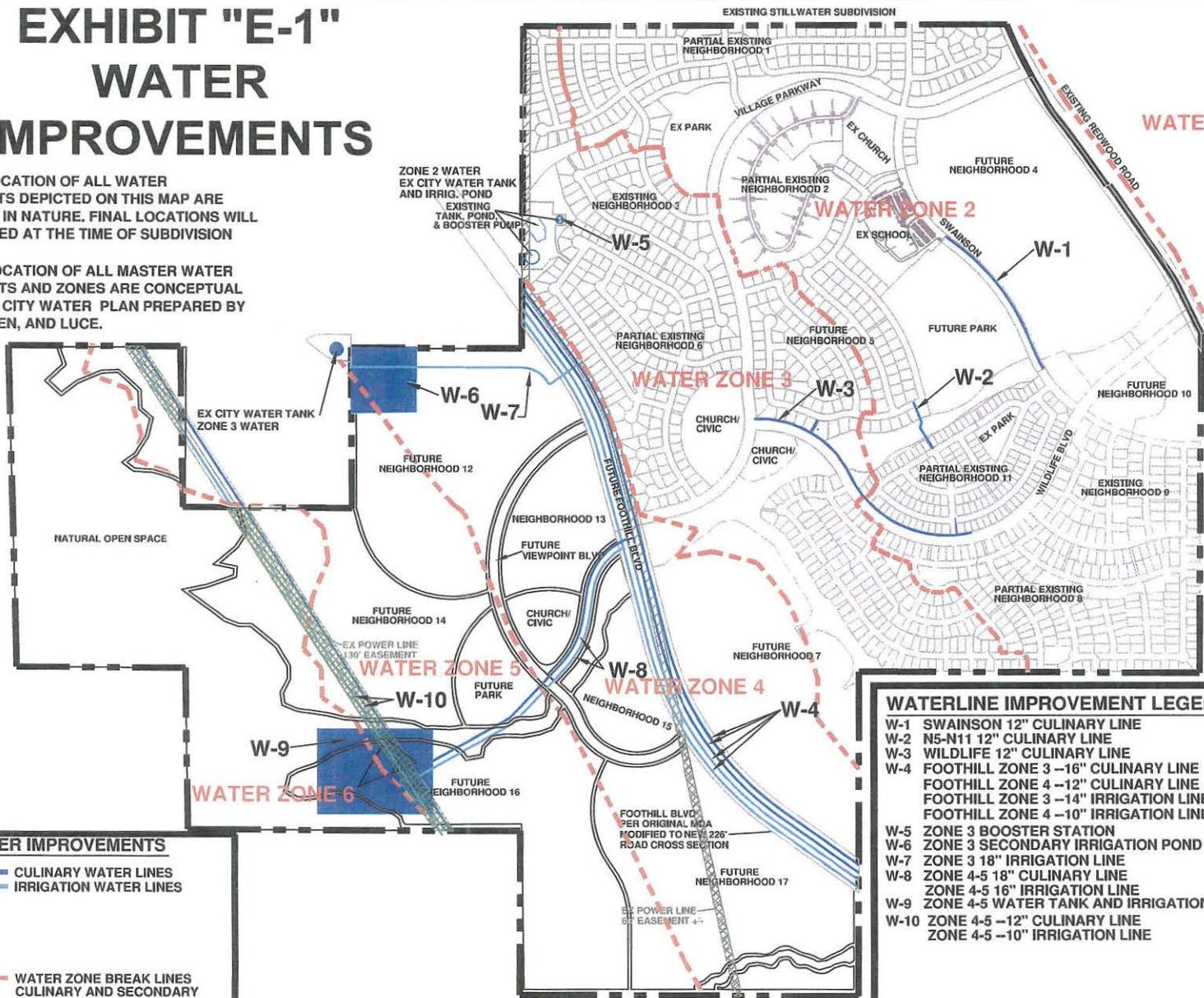
Villages at Saratoga Springs (Fox Hollow) Water Improvements Summary	
W-10	Zone 4/5 Culinary and Secondary Master Plan Water Mains (1) Construction of a 12" culinary water main and 10" secondary irrigation main to provide service to Zones 4 and 5 from the northern boundary of N-12 south to the southern end of N-16 per the City Water Master Plan.

- (1) These water facilities and their locations and sizes are conceptual in nature and are per the City Water Master Plan prepared by Hansen, Allen, and Luce. The final sizes and locations of these facilities will be determined at the time of subdivision approval.

EXHIBIT "E-1" WATER IMPROVEMENTS

NOTE: THE LOCATION OF ALL WATER IMPROVEMENTS DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.

NOTE: THE LOCATION OF ALL MASTER WATER IMPROVEMENTS AND ZONES ARE CONCEPTUAL AND PER THE CITY WATER PLAN PREPARED BY HANSEN, ALLEN, AND LUCE.



WATERLINE IMPROVEMENT LEGEND	
W-1	SWANSON 12" CULINARY LINE
W-2	N5-N11 12" CULINARY LINE
W-3	WILDLIFE 12" CULINARY LINE
W-4	FOOTHILL ZONE 3 -16" CULINARY LINE FOOTHILL ZONE 4 -12" CULINARY LINE FOOTHILL ZONE 3 -14" IRRIGATION LINE FOOTHILL ZONE 4 -10" IRRIGATION LINE
W-5	ZONE 3 BOOSTER STATION
W-6	ZONE 3 SECONDARY IRRIGATION POND
W-7	ZONE 3 18" IRRIGATION LINE
W-8	ZONE 4-5 18" CULINARY LINE ZONE 4-5 16" IRRIGATION LINE
W-9	ZONE 4-5 WATER TANK AND IRRIGATION POND
W-10	ZONE 4-5 -12" CULINARY LINE ZONE 4-5 -10" IRRIGATION LINE

WATER IMPROVEMENTS	
	CULINARY WATER LINES
	IRRIGATION WATER LINES
	WATER ZONE BREAK LINES CULINARY AND SECONDARY

DESIGNED FOR: []	DATE: []	DATE: []
DESIGNED BY: []	DATE: []	DATE: []
CHECKED BY: []	DATE: []	DATE: []
SCALE: []	DATE: []	DATE: []

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CIVIL ENGINEERING - CONSULTING - LAND PLANNING
 CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
 VILLAGES AT SARATOGA SPRINGS
 HAWKS LANDING
 EXHIBIT "E-1"
 WATER IMPROVEMENTS

SARATOGA
 city

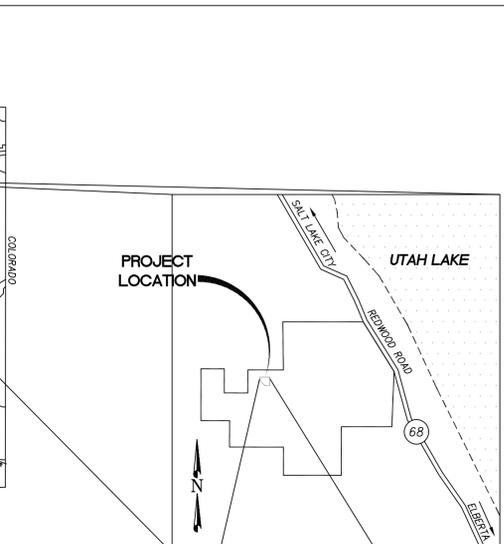
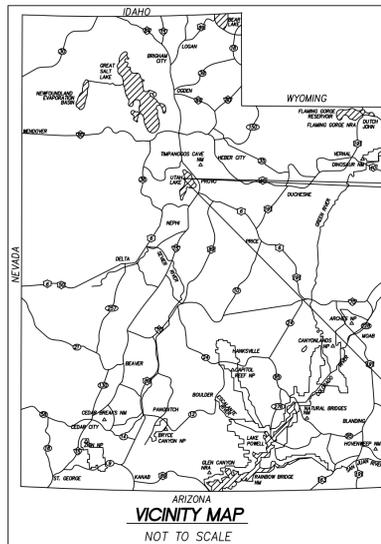
SHEET NO. E-1

Exhibit "L"

Villages at Saratoga Springs Neighborhood Development Requirements Schedule (3)					
Neighborhood	Roadway Improvements	Storm Drain Improvements	Sewer Improvements	Water Improvements	Park and Open Space Improvements
1 / Phase 7		SD-1, SD-6		W-1, W-5, W-6, W-7	(2)
3	Recorded Plat	Recorded Plat		W-1, W-5, W-6, W-7	(2)
4	R-1, R-4	SD-9, SD-11	S-1		(2)
5	R-1, R-2, R-3	SD-11	S-1, S-5	W-1, W-2, W-3, W-5, W-6, W-7	(2)
6	R-1, R-2, R-3	SD-11		W-5, W-6, W-7	(2)
7	R-1, R-2, R-3, R-7	SD-10	S-2, S-3	W-4, W-8, W-9	(2)
8	R-1, R-2			W-3, W-5, W-6, W-7	(2)
10	R-1, R-4				(2)
11	R-1, R-2			W-2, W-3	Paid Park In Lieu Fees
12	R-5, R-8	SD-8	S-1, S-4	W-4, W-6, W-7, W-8, W-9, W-10	(2)
13	R-5, R-8	SD-8	S-1, S-4	W-4, W-8, W-9	(2)
14	R-5, R-8	SD-2, SD-3, SD-4, SD-5, SD-7	S-1, S-4	W-4, W-8, W-9, W-10	(2)
15	R-7, R-8	SD-8	S-2, S-3, S-4	W-4, W-8, W-9	(2)
16	R-7, R-8	SD-7, SD-8	S-2, S-3, S-4	W-4, W-8, W-9, W-10	(2)
17	R-7, R-8	SD-10	S-2, S-3, S-4	W-4, W-8, W-9	(2)
Legend	Description				
Roadway Improvements- Exhibit "H"					
R-1	Swainson Boulevard				
R-2	Wildlife Boulevard				
R-3	Village Parkway				
R-4	Redwood Road				
R-5	Foothill Boulevard Phase 1				
R-6	Foothill Boulevard Secondary Access				
R-7	Foothill Boulevard Phase 2				
R-8	Viewpoint Boulevard				
Storm Drain Improvements- Exhibit "G"					
SD-1	N-1 Phase 7 Detention Basin				
SD-2	Lower N-14 Detention Basin				
SD-3	Upper N-14 Detention Basin				
SD-4	N-14 Detention / Debris Basin				
SD-5	N-14 Detention / Debris Basin				
SD-6	N-1 Detention / Debris Basin				
SD-7	N-16 Debris Basin				
SD-8	N-15/16 Detention / Debris Basin				
SD-9	N-4 South Detention Basin				

Legend	Description
SD-10	Foothill Retention Basin
SD-11	N-4 North Detention Basins
Sewer Improvements- Exhibit "F"	
S-1	Village Parkway 12" Sewer Line
S-2	N-15 8" Outfall Sewer Line
S-3	N-17 8" Outfall Sewer Line
S-4	Foothill Boulevard Trunk Sewer Line
S-5	N-6 Outfall Sewer Line
Water Improvements- Exhibit "E"	
W-1	Swainson Boulevard 12" Water Main
W-2	N-5 to N-11 12" Water Main Connection
W-3	Wildlife Boulevard 12" Water Main
W-4	N-6 to Foothill Boulevard South 16" Water Main and 14" Secondary Irrigation Main (4)
W-5	Zone 3 Booster Station
W-6	Zone 3 Secondary Irrigation Pond
W-7	Zone 3 18" Secondary Irrigation Main
W-8	Zone 3/4 Culinary and Secondary Water Main Connections
W-9	Zone 4/5 Culinary Water Tank and Secondary Irrigation Pond
W-10	Zone 4/5 Culinary and Secondary Master Plan Water Mains

- (1) The costs associated with the dedication of the Regional Park (R-1) land will be allocated to all neighborhoods within the development on a pro-rata basis per the provisions of Section 1.c of Exhibit "I-1" Villages At Saratoga Springs (Fox Hollow) Open Space Improvements Procedures.
- (2) Park and Open Space Requirements will be identified per the procedures outlined in Exhibit "I-1".
- (3) Developers of individual neighborhoods may provide financial security for improvements identified in Exhibit "L" that do not pose a health and safety concern, as determined by the City, in lieu of completing these improvements prior to the issuance of building permits. Any financial security provided for the improvements shall be in the form of a Letter of Credit or Cash Bond (the "Improvement Bond"). Upon delivery of the Improvement Bond to the City, the City will agree to the issuance of building permits for the effected subdivision.
- (4) The improvements shown as part of W-4 may be constructed in phases as determined by the City. Those neighborhoods defined as responsible for these improvements may only be required to construct a portion of these improvements as determined at the time of subdivision approval.



NEIGHBORHOOD 12 IRRIGATION POND

THE VILLAGES OF FOX HOLLOW

LOCATED IN
NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" WEST, 2635.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGE OF FOX HOLLOW HOLLOW PLAT '1'" AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

PREPARED FOR
SCP FOX HOLLOW LLC
1148 W LEGACY CROSSING BLVD
Centerville, UT 84104

SURVEYOR'S CERTIFICATE

I, _____ do hereby certify that I am a registered Land Surveyor and that I hold a license, Certificate No. _____ in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

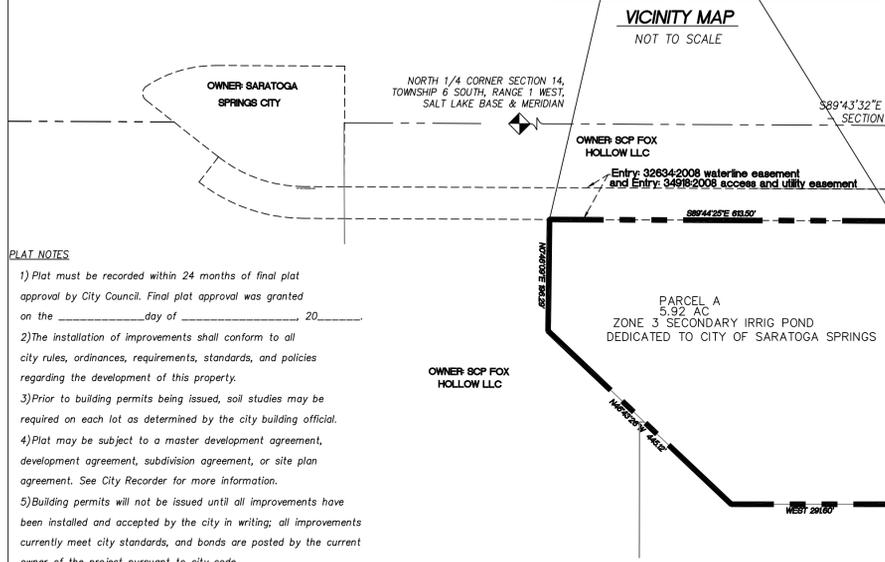
BOUNDARY DESCRIPTION

A parcel of land located in the Northeast quarter of Section 14, Township 6 South, Range 1 West, Salt Lake Base & Meridian.

BEGINNING at a point North 89°43'32" West, 395.73 feet from the Northeast corner of Section 14, Township 6 South, Range 1 West along the section line and South 0°03'08" West, 168.27 feet; thence South 0°15'35" West, 100.00 feet; thence South 398.63 feet; thence West, 291.60 feet; thence North 46°43'26" West, 445.12 feet; thence North 0°46'09" East, 196.29 feet; thence South 89°44'25" East, 613.50 feet back to the Point of Beginning.

Parcel containing 5.93 acres more or less.

SURVEYOR NAME _____ LICENSE No. _____ DATE: _____



- PLAT NOTES
- 1) Plat must be recorded within 24 months of final plat approval by City Council. Final plat approval was granted on the _____ day of _____, 20____.
 - 2) The installation of improvements shall conform to all city rules, ordinances, requirements, standards, and policies regarding the development of this property.
 - 3) Prior to building permits being issued, soil studies may be required on each lot as determined by the city building official.
 - 4) Plat may be subject to a master development agreement, development agreement, subdivision agreement, or site plan agreement. See City Recorder for more information.
 - 5) Building permits will not be issued until all improvements have been installed and accepted by the city in writing; all improvements currently meet city standards, and bonds are posted by the current owner of the project pursuant to city code.
 - 6) All bonds and bond agreements are between the city, developer/owner and financial institution. No other party, including unit or lot owners, shall be deemed a third-party beneficiary or have any rights, including the right to bring any action under any bond or bond agreement.
 - 7) The owner of this subdivision and any successors and assigns are responsible for ensuring that impact and connection fees are paid and water rights are secured for each individual lot. No building permits shall be issued for any lot in this subdivision until all impact and connection fees, at the rates in effect when applying for building permit, are paid in full and water rights secured as specified by current city ordinances and fee schedules.
 - 8) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.

ROCKY MOUNTAIN POWER
THE FOLLOWING NOTE IS NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DOES NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES:

1. 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.

2. PURSUANT TO UTAH CODE ANN. 17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E. 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. A RECORDED EASEMENT OR RIGHT-OF-WAY
b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
c. TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
d. ANY OTHER PROVISION OF LAW

Approved this _____ day of _____, 20____.

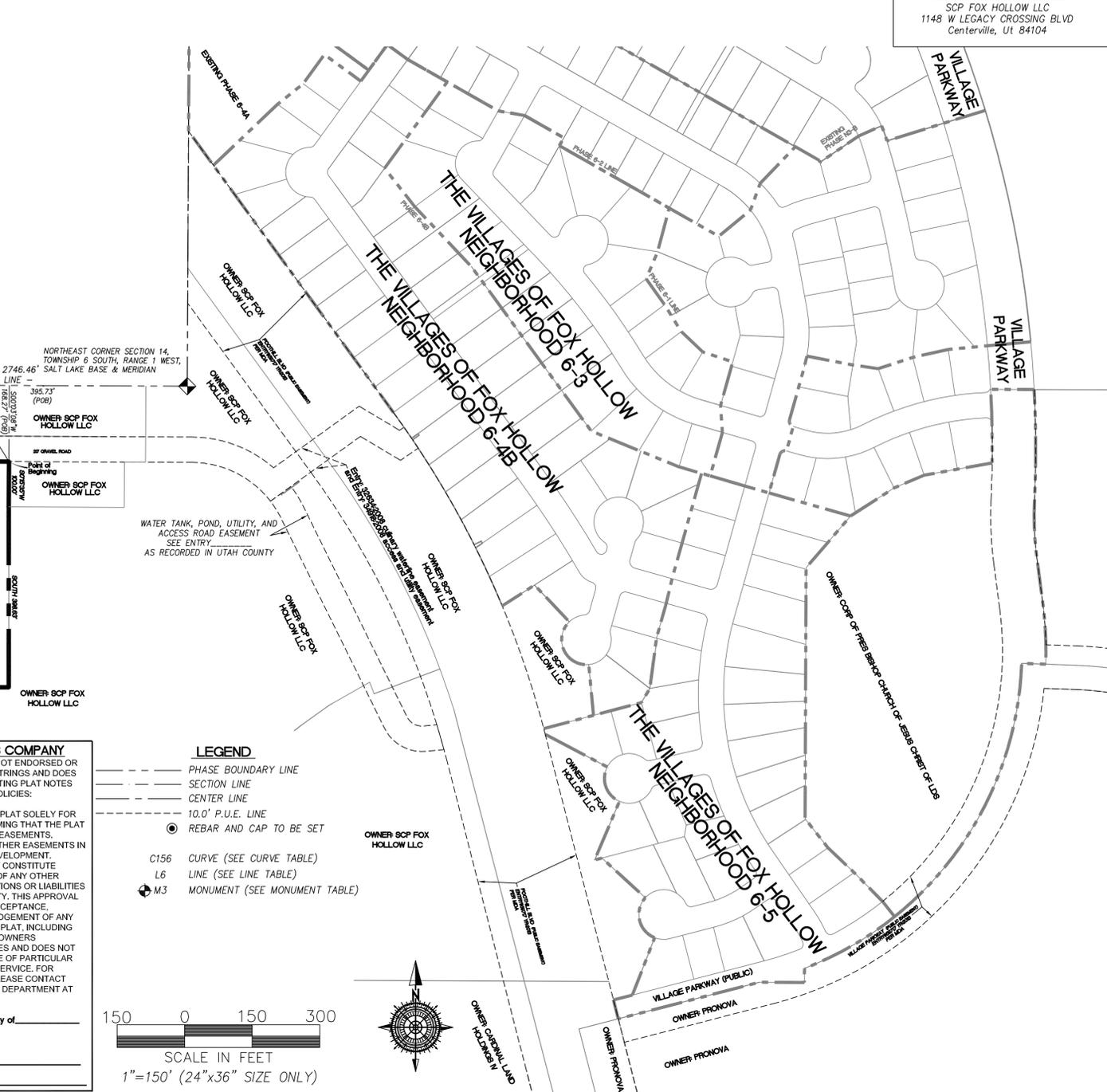
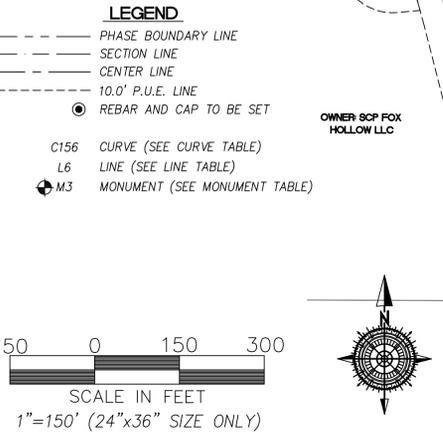
ROCKY MOUNTAIN POWER

QUESTAR GAS COMPANY
THE FOLLOWING NOTE IS NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DOES NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES:

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION 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 QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 800-366-6532.

Approved this _____ day of _____, 20____.

QUESTAR GAS COMPANY



OWNER'S DEDICATION

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

**NEIGHBORHOOD 12
IRRIGATION POND
VILLAGES OF FOX HOLLOW**

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

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

SCP FOX HOLLOW LLC _____ CITY MAYOR

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
County of Utah } S.S.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

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

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

NOTARY PUBLIC RESIDING IN _____ COUNTY MY COMMISSION EXPIRES _____

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC.

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

ATTEST _____ CITY RECORDER (SEE SEAL BELOW)

PROJECT ENGINEER:

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

**CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT**

SURVEYOR OF RECORD:

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

CENTURY LINK

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

CENTURY LINK

PLANNING DIRECTOR APPROVAL

APPROVED BY THE PLANNING DIRECTOR ON THIS _____ DAY OF _____, A.D. 20____.

PLANNING DIRECTOR

LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON THIS _____ DAY OF _____, A.D. 20____.

LAND USE AUTHORITY

SARATOGA SPRINGS ATTORNEY

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

SARATOGA SPRINGS ATTORNEY

SHEET NO

1 / 1

CORPORATE SEAL

COMCAST CABLE TELEVISION

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

COMCAST CABLE TELEVISION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. 20____.

CITY ENGINEER

FIRE CHIEF APPROVAL

APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. 20____.

CITY FIRE CHIEF

LEHI CITY POST OFFICE

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

LEHI POST OFFICE REPRESENTATIVE

**NEIGHBORHOOD 12
IRRIGATION POND**

LOCATED IN THE
NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

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



Concept & Rezone
Lake Mountain
Thursday, January 28, 2016
Public Hearing

Report Date:	Thursday, January 21, 2016
Applicant:	Nick Baird
Owner:	JD IV, LLC
Location:	West of Lake Mountain Estates Subdivision
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	59:013:0067, 116.99 acres
Parcel Zoning:	Agricultural
Adjacent Zoning:	A, R-3
Current Use of Parcel:	Mining/Grading
Adjacent Uses:	Low Density Residential
Previous Meetings:	None
Previous Approvals:	None
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicant is requesting approval of a Rezone for 116.99 acres of property located at west of the Lake Mountain Estates subdivision in order to submit applications for a low density new development. At the time of this report, the property has not been annexed into the city. The request is to zone the property as R-3, contingent upon the annexation approval by the City Council.

Recommendation:

Staff recommends that the Planning Commission conduct a public hearing on the Lake Mountain Rezone, take public comment, review and discuss the proposal, provide feedback on the Concept Plan, and choose from the options in Section “G” of this report. Options include a positive recommendation, forwarding a negative recommendation, or continuing the item.

- B. Specific Request:** The applicant is requesting the R-3 zone in order to develop approximately 254 units on 116.99 acres, for an average density of 2.17 units per acre.

Note: the City Council has significant legislative discretion to determine what the appropriate zone should be for the property.

- C. Process:**

Rezone

Section 19.17.03 outlines the process requirements for a Rezone, requiring all rezone applications to be reviewed by both the Planning Commission and City Council. The City Council is the land use authority for Rezone applications and shall review and either approve or deny the application, after receiving a formal recommendation from the Planning Commission. Both the Planning Commission and City Council reviews involve a public hearing.

Concept Plan

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

The applicant has submitted a Concept Plan for the previously referenced 254 unit single-family subdivision. Per Section 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The reviews shall be for comment only, no public hearing is required and no recommendation or action made.

- D. Community Review:** The Rezone portion of this application has been noticed as a public hearing in the *Daily Herald*, and mailed notice sent to all property owners within 300 feet of the subject property at least 10 days prior to this meeting. As of the date of this report, no public input has been received. The Concept Plan does not require a public meeting.

- E. General Plan:** The Land Use Element of the General Plan designates the property in the application as Low Density Residential. The applicant requests that the property be zoned as R-3 in order to develop a Low density Residential subdivision. The Low Density Residential designation is defined by the General Plan as follows:

“**Low Density Residential.** The Low Density Residential designation is designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to the City’s urban standards, single-family detached dwellings and open spaces. Planned unit developments may be permitted within this designation.

Open spaces shall include useable recreational features as outlined in the City’s Parks, Recreation, Trails, and Open Space Element of the General Plan but may be comprised of both Natural and Developed Open Spaces. The Low Density Residential designation is

expected to be the City’s most prevalent land-use designation. In this land use designation, it is estimated that a typical acre of land may contain 3 dwelling units”

Staff conclusion: Consistent. *The applicant is requesting an R-3 zone designation. The R-3 zone allows for a density of 3 units per acres and requires 15% open space. The intent of the R-3 zone is for the development of Single Family Residential Subdivisions, and the application is for such a development.*

F. Code Criteria:

Rezoning are legislative decisions; therefore the Council has significant legislative discretion when making a decision on such requests, and the Planning Commission in making recommendations.

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

Rezone

19.17, General Plan, Ordinance, and Zoning Map Amendments

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

Potential Finding: Consistent. *The proposed zone is R-3 and is consistent with the General Plan.*

- Consideration of General Plan, Ordinance, or Zoning Map Amendment
 - The Planning Commission and City Council shall consider, but are not bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:
 1. the proposed change will conform to the Land Use Element and other provision of the General Plan;
 2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
 3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Potential Finding: Consistent. *The proposed zone is R-3 and is consistent with the General Plan, additional review through the plat process will ensure that there are no adverse*

effects on the public, and will allow the city to grow by placing low-density residential development in a location where low-density is appropriate.

Concept Plan

When a rezone is proposed, a Concept Plan must be provided and accompany the rezone through the process. However, Concept Plans are given only informal review by the Planning Commission and City Council. Staff has done an initial Code review of the proposed subdivision.

A more detailed initial Code review of the Concept Plan is included in Exhibit 5. Key issues to address prior to preliminary plat are summarized below:

- Location of the future Foothill Blvd and impact on lot layout.
- Water pressures and capacity.
- Second access and connectivity.
- Identification of natural slopes over 30%, and slopes over 30% created by mining activity. (Natural slopes are sensitive lands and may not be contained in lots, while the City Engineer may permit grading of mining cuts and placement in lots.)
- Other Hillside Development standards.
- Size of corner lots.
- Open space and adequacy of amenities.

Foothill Boulevard – a portion of property will need to be dedicated for the future Foothill Boulevard. The applicants have shown those portions of Foothill within their property, however additional Right of Way outside the applicants' property is needed to help ensure that traffic impacts from the development are mitigated, as shown in Exhibit 4. Staff recommends a Development Agreement to address the timing and methods for this Right of Way.

G. Recommendation and Alternatives:

Staff recommends that the Planning Commission conduct a public hearing, take public input, discuss the application, provide feedback on the Concept Plan, and choose from the following options.

Option 1 – Staff Recommendation, Positive Recommendation

"I move to forward a **positive recommendation** to the City Council for the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3 with the Findings and Conditions in the Staff Report dated January 21, 2016:"

Findings

1. The application complies with the criteria in section 19.17 of the Development Code, as articulated in Section "F" of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit 1.
 2. All other code criteria shall be met.
 3. A development agreement in essentially the same form as Exhibit 6 shall be entered into prior to zone recordation.
 4. Any other conditions or changes as articulated by the Planning Commission:
-

Concept Plan – Informal Feedback:

- All requirements of the City Engineer shall be met, including those listed in the attached staff report
 - All requirements of the Fire Chief shall be met
 - The Planning Checklist review comments shall be addressed
 - Any other comments stated by the Planning Commission: _____
-

Alternative 1 - Continuance

The Planning Commission may also choose to continue the item. “I move to **continue** the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3 to another meeting on January 28, 2016, 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 Planning Commission may also choose to forward a negative recommendation of the application. “I move to forward a **negative recommendation** of the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3, with the Findings below:

1. The Lake Mountain Rezone is not consistent with the General Plan, as articulated by the Planning Commission: _____, and/or,
2. The Lake Mountain Rezone is not consistent with Section 19.17 of the Code, as articulated by the Planning Commission: _____.

I. Attachments:

- | | |
|--------------------------------|---------------|
| 1. City Engineer’s Report | (pages 6-7) |
| 2. Location & Current Zone Map | (page 8) |
| 3. Concept Plan | (pages 9-12) |
| 4. Right of Way Graphic | (page 13) |
| 5. Concept Plan Checklist | (pages 14-16) |
| 6. Draft Development Agreement | (pages 17-36) |

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Lake Mountain – Concept Plan
Date: January 28, 2016
Type of Item: Concept Plan Review



Description:

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

B. Background:

Applicant: JDIV LLC – Nick Baird
Request: Concept Plan
Location: 4000 S. 1220 E.
Acreage: 117.03 acres - 254 lots

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

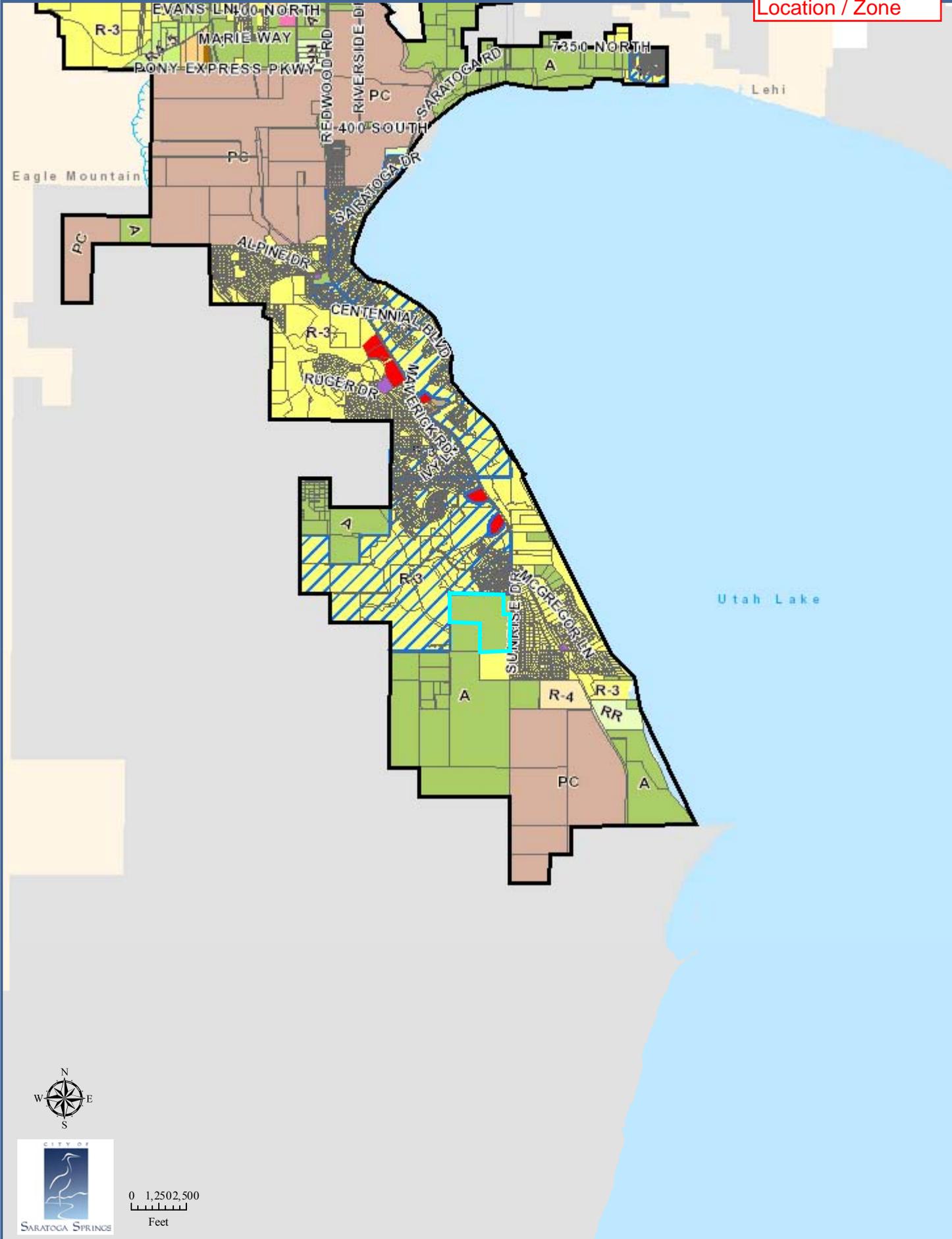
D. Proposed Items for Consideration:

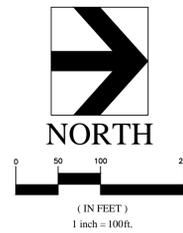
- A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.
- B. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.
- C. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.
- D. Incorporate a grading and drainage design that protects homes from upland flows.
- E. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

- F. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.
- G. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.
- H. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- I. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the construction drawings.
- J. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- K. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.
- L. Developer is required to ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.
- M. This project will be located at the end of the City's zone 2 culinary and secondary distribution system and as such may not be able to provide adequate pressures for all areas. The developer shall perform flow tests and develop both a culinary and a secondary water model to verify all proposed areas meet City culinary standards of 40 psi residual during a 2,000 gpm fire flow and secondary standards of 30 psi minimum during peak flow. Areas that cannot meet those standards will not be able to construct until additional infrastructure is available to bring those areas up to minimum standards.
- N. Project shall comply with the City's Hillside Development Ordinance.
- O. All local road centerline radii shall be a minimum of 200 feet.
- P. In order to tie into the existing storm drain system that was stubbed in lot 8211 of Hawks Landing Plat 2 the developer shall limit the discharge of the storm drainage to the remaining capacity of the said storm drain pipe.
- Q. Developer shall protect the entire subdivision from alluvial flooding and debris flow with cut-off channels and basins above the subdivision.
- R. No lots shall be allowed in sensitive lands as defined by the City. The restoration of the site shall include stabilization of manmade slopes but shall also include the restoring and preserving of the natural ridge lines.

Lake Mountain Location/Zone

Exhibit 2
Location / Zone





DESIGNED BY:



SITE TABULATIONS

BUILDABLE LAND:	72.20 AC
BUILDABLE LAND PERCENTAGE:	61.7% OF 117.03 AC
SINGLE FAMILY LOTS:	217
MIN. LOT AREA:	10,000 SF
AVERAGE LOT AREA:	11,913 SF
OPEN SPACE:	18.91 AC (16.2% OF 117.03 AC)
OPEN SPACE SENSITIVE LANDS:	6.37 AC (33.7% OF 18.91 AC)
OPEN SPACE NATURAL:	12.54 AC (66.3% OF 18.91 AC)

LAKE MOUNTAIN

PROPOSED FUTURE DRAINAGE SCHEME

THE SUBDIVISION WILL PROVIDE DETENTION ON-SITE IN ACCORDANCE WITH CITY STANDARDS AND OUTFALL TO AN ACCEPTABLE DISCHARGE POINT LOCATED TO THE NORTH TO THE REAR OF LOT 8211 IN THE VILLAGES AT HAWKS LANDING 2. AN EASEMENT MAY BE REQUIRED WITH A PAVED SURFACE. STORM WATER WILL ALSO NEED TO BE CLEANED OF ALL OILS, FLOATABLES AND 80% OF TOTAL SUSPENDED SOLIDS (TSS) 110 MICRONS OR LARGER.

SENSITIVE LANDS

THE PROPERTY MAY CONTAIN SENSITIVE LANDS AS DEFINED IN SECTION 19.02.02 INCLUDING SLOPES IN EXCESS OF 30%. ADDITIONAL INFORMATION AND/OR STUDIES MAY BE REQUIRED PRIOR TO PRELIMINARY APPROVAL.

SEWER NOTE

SEWER WILL CONNECT TO THE EXISTING SEWER LINE IN SUNRISE DRIVE AND LAKE VISTA DRIVE.

LEGAL DESCRIPTION

A portion of the SE1/4 of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian more particularly described as follows:
Beginning at a 2004 Utah County Monument marking the Southeast Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence N89°50'06"W along the Section line 1,371.44 feet to the Southwest Corner of the SE1/4 of the SE1/4 of said Section 13; thence N0°16'42"E along the 1/16th Section (40 acre) line 1,313.14 feet to the Northwest Corner of the SE1/4 of the SE1/4 of said Section 13; thence N89°46'48"W along the 1/16th Section (40 acre) line 1,371.68 feet to the Southwest Corner of the NW1/4 of the SE1/4 of said Section 13; thence N0°16'04"E along the 1/4 Section line 1,314.45 to the Center 1/4 Corner of said Section 13; thence S89°43'30"E along the 1/4 Section line 2,413.84 feet to the west line of that Real Property described in Deed Book 2813 Page 644 of the Official Records of Utah County; thence along said deed the following 2 (two) courses and distances: S0°17'20"W (deed: South) 923.92 feet; thence S89°42'40"E (deed:East) 330.00 feet to the Section line; thence S0°17'20"W along the Section line 1,699.65 feet to the point of beginning.

Contains: 117.03+ acres

CONCEPT NARRATIVE RESIDENTIAL

LOCATED IN SARATOGA SPRINGS, UTAH COUNTY, UTAH

ORIGINAL PROPERTY:	117.03 ACRES
SINGLE FAMILY LOTS:	254
TOTAL DENSITY:	2.17 UNITS/ACRE

SENSITIVE LANDS
30% SLOPE OR GREATER



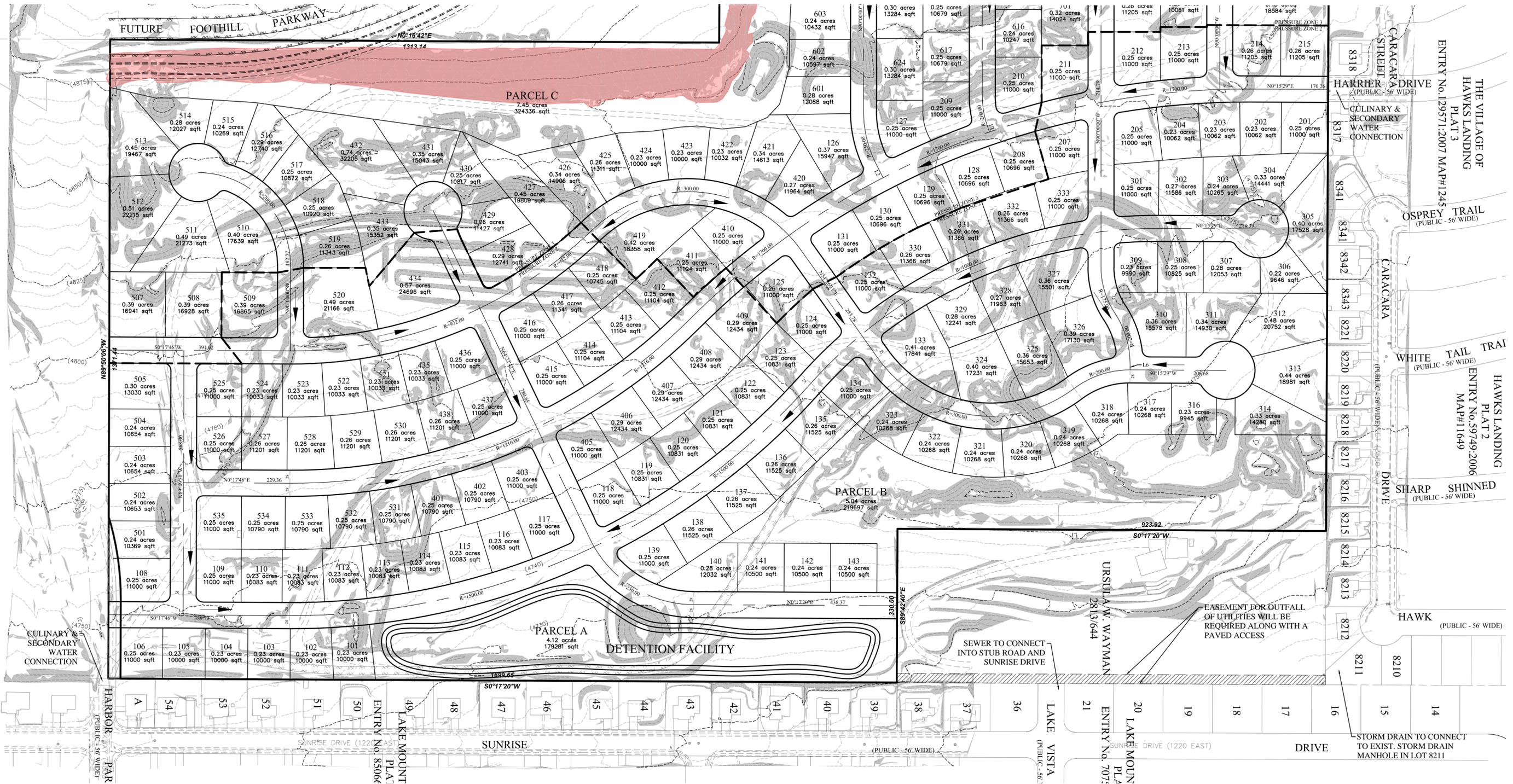
NON-SENSITIVE LANDS
30% SLOPE OR GREATER

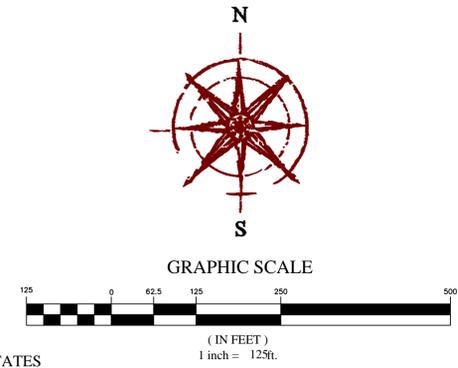
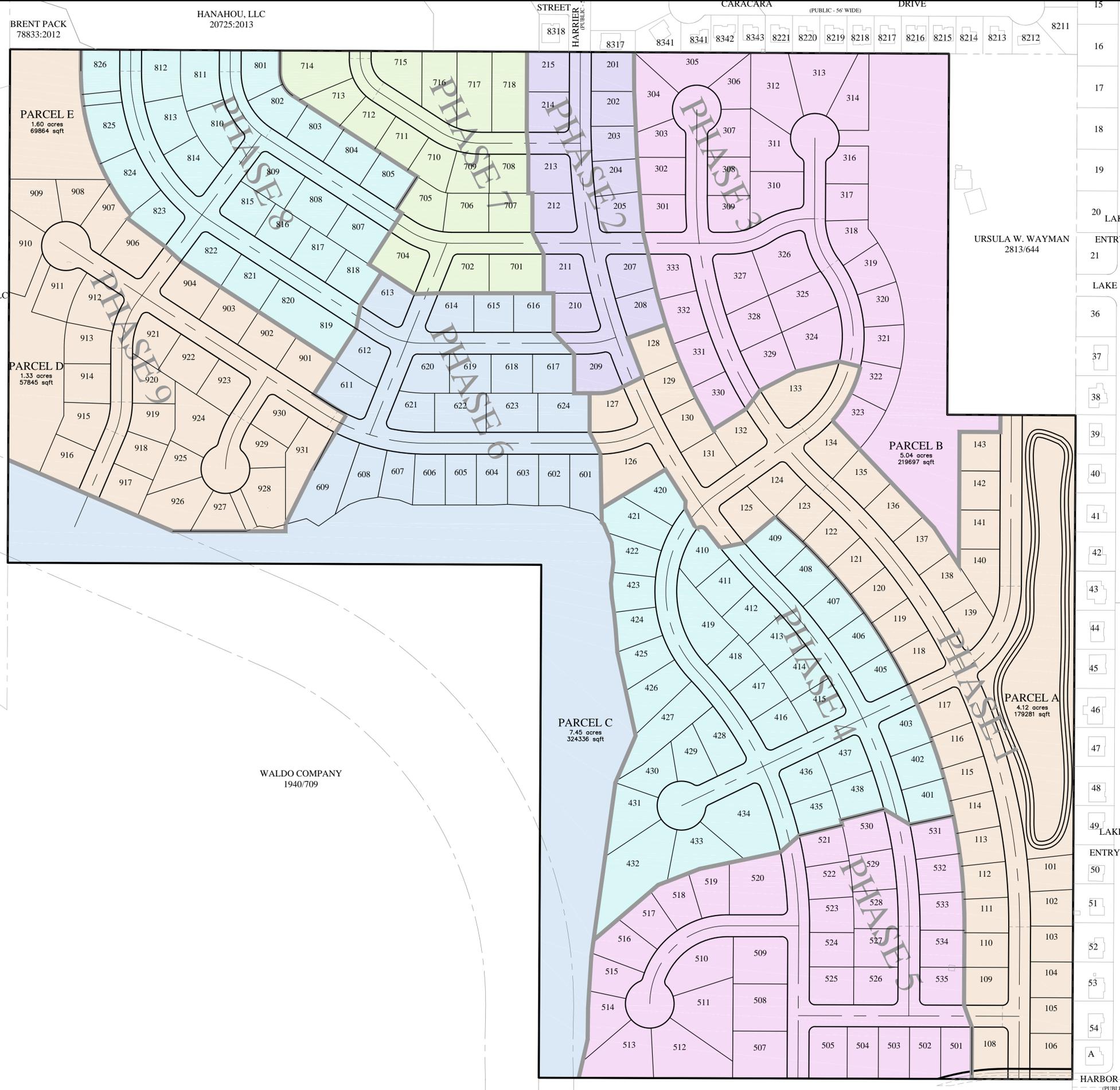


LINE	LENGTH	DIRECTION
L1	13.7	N71°02'16"E
L2	31.1	S62°38'03"W
L3	19.6	N00°16'43"E
L4	54.8	N00°17'19"E
L5	54.8	S00°17'19"W
L6	11.3	N89°44'31"W

SEE SHEET 2

SEE SHEET 2





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

LAKE MOUNTAIN
 EAGLE MOUNTAIN, UTAH COUNTY, UTAH
 PHASING PLAN

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

Scale: 1"=125'
 Date: 11/30/15
 Drawn: GBD
 Job #: 14-275
 Sheet:

Re-Zoning Information

Project Name: Lake Mountain Development
Project Owner: JD IV LLC, John Hadfield
Current Zone: A-Agriculture
Proposed Zone: R-3 Low density Residential

- A. Please explain how the proposed zoning is consistent with the city's land use plan.
- a. The proposed use of the property achieves many of Saratoga Springs City goals.
 - i. Encourage and facilitate the orderly growth and expansion of the City.
 - ii. Secure economy in governmental expenditures.
 - iii. Provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment.
 - iv. Enhance the economic well-being of the municipality and its inhabitants.
 - v. Facilitate adequate provisions for transportation, water, sewer, parks, recreation, storm drains, and other public requirements.
 - vi. Prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space.
 - vii. Stabilize and conserve property values.
 - viii. Encourage the development of an attractive and beautiful community.
 - ix. Promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Lake Mountain: Foothill Blvd Improvement and Dedication Requirement

Exhibit 4
Foothill Blvd

Lake Mountain

Offsite
 Owner: Waldo Company
 Area: 10.5 acres
 Length: 1,715' (centerline)
 Width: 300'



- Parcel
- Foothill Blvd Alignment
- Lake Mountain Subdivision
- Foothill Blvd Improvement and Dedication Requirement
- Offsite Requirement
- Onsite Requirement

CITY OF SARATOGA SPRINGS

0 100 200
Feet

S:\GIS\Maps\Attorney\LakeM\Foothills.mxd



APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	3/4/2015 (Resubmittal 12/1/2015)
Project Name:	Lake Mountain
Project Request / Type:	Rezone / Concept
Body:	City Council
Meeting Type:	Public Hearing with PC and CC
Applicant:	Nick Baird
Owner (if different):	JD IV, LLC
Location:	West of Lake Mountain Subdivision
Major Street Access:	Redwood Road
Parcel Number(s) and size:	59:013:0067, 116.99 acres
General Plan Designation:	Low Density Residential
Zone:	Agricultural
Adjacent Zoning:	Low Density Residential
Current Use:	Mining /Grading
Adjacent Uses:	Single family homes and undeveloped property
Previous Meetings:	None
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	Goes to PC and CC
Planner:	Kimber Gabryszak

Section 19.13 – Application Submittal

- Application Complete: yes
- Rezone Required: yes
 - Zone: Requesting A to R-3
- General Plan Amendment required: no
 - Designation: Low Density Residential
- Additional Related Application(s) required: None at this time. Future applications include preliminary and final plat.

Section 19.13.04 – Process (DRC, PC, CC)

- DRC: 3/16/15 – revegetation plan required, mining must cease if rezoned, water pressure issues, cul-de-sac length, sensitive lands, etc. CRM needed to go over comments, resubmittal needed
- 3/24/15 CRM held, see comments in email dated 4/3/15
- 9/28/15 – new resubmittal needs review by DRC
- 10/5/15 – CRM needed; CRM held 10/15/15 – Hillside ordinance applies, slopes along Foothill Blvd are a concern, no sensitive lands in lots, O.S. needs frontage, Combine O.S. to create larger park, one more stub to the south, lot placement along Foothill Blvd., improve lot configuration for some lots, access from Lake Mtn needed, triangle of Waldo property is a concern – cannot leave remnants.
- 12/1/15 – Resubmittal Received
- UDC: N/A

- Neighborhood Meeting: N/A

General Review

Building Department

- Setback detail – not yet provided, required with prelim plat
- Lot numbering – lot number should reflect phasing: i.e. Phase 1: 101, 102, etc. Phase 2: 201, 202, etc.
- True buildable space on lots – take a close look at lots 46, 128, 162, 170, 175, 213, 242 – are these buildable?
- Lot slope and need for cuts and fills – sensitive lands may not be in lots – review slopes again, review areas that need cuts/fills

Fire Department

- There is a new cul-de-sac detail that requires a 125' diameter cul-de-sac (with 96' drivable surface). See detail ST-16 in Engineering standards

GIS / Addressing

- To be reviewed with prelim/final plat

Code Review

- 19.04, Land Use Zones (reviewed against the requested R-3 zone instead of Agriculture)
 - Use: currently mining/grading – requesting low density residential
 - Density: requesting ~2.17 units per acre
 - Setbacks: 25' front and rear yard, 8' min/20' total side yards
 - Lot width, depth, size, coverage: each lot requires 70' of frontage (dimensions not given, will verify with prelim plat submittal)
 - Dwelling/Building size: 1,250 minimum required, to be verified at building permit
 - Height: 35' maximum, to be verified at building permit
 - Open Space: The R-3 zone requires 15%
 - Suggest combining open space parcels into a larger park area.
 - The City will only consider accepting ownership of a park when it is 5+ acres in size; if smaller, parks may be privately owned by an HOA.
 - Sensitive Lands: 30% slopes and detention basins are sensitive lands. The code allows up to 50% of the required open space to be sensitive lands.
 - The required open space is 17.55 acres (117.03x0.15=17.55). Up to 8.77 acres may be sensitive lands. Sensitive lands may not be located within lots – several lots may need adjustment to comply.
- 19.05, Supplemental Regulations
 - Flood Plain: N/A
 - Water & sewage: There is capacity in the sewer system. Water pressures and/or capacity may be an issue as discussed with the City Engineer.
 - Transportation Master Plan: City Engineer will review the proposed location of Foothill Blvd. – this may need to be adjusted. Lots may not be proposed in the future location.
 - Property access: No more than 50 lots may be allowed on a single access. Access is not shown for Phase 1. Solve access issues.
- 19.06, Landscaping and Fencing
 - Landscape plans will be required with the preliminary plat submittal
- 19.09, Off Street Parking

- Each home is required to have a two-car garage.
- 19.10, Hillside Development - applies
 - The following plans will be required with the preliminary plat application:
 - Drainage, revegetation, erosion, landscape, geology, soils, fire, revegetation, others as required by the City Engineer.
 - Clustering, slope preservation, ridgelines, natural grade, grading permit, terracing, streets and access, and drainage corridor protection are items that may be necessary due to the topography of the site
- 19.12, Subdivisions
 - Preliminary and Final plat applications will be required in the future.
 - The current review is for rezone and concept
 - Maximum block length is 1,000 feet.
 - Blocks longer than 800 feet require a pedestrian connection (block do not appear to be longer than 800 feet)
 - Connecting streets, pedestrian walkways, trails, etc. are required between neighborhoods. – Adequate connection is shown to the north, but not to the south. Provide one more stub street to the south. The connection to Harbor Parkway needs to be resolved and provided.
 - Access: two separate means of access onto an arterial or collector road are required when the total number of lots exceeds 50. Wildlife Blvd is the nearest collector road. Redwood Road is the nearest arterial roadway. The phasing plan will need to consider the number of lots in the abutting developments as well. The recorded lots on Harrier Drive may impact the phasing plan.
 - Corner lots shall be 10 percent larger than the required minimum of 10,000 square feet (11,000 sq. ft. min for corner lots)
- 19.27, Addressing
 - Will be reviewed with preliminary and final plat submittals

Fire Department – Requirements to be applied at time of Preliminary & Final Plat

- All access shall be of a width to support both parking on both sides as well as two vehicles being able to pass in between parked cars.
- All fire flows shall meet current needs as well as future development in the area.
- Hydrant spacing shall not exceed 500' spacing and will be in all cul-de-sacs.
- All cul-de-sacs shall be at a minimum 96' radius.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into on _____, 20____, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as “City,” and _____
_____ “Developer.”

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (the “Property”), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Property is currently zoned _____. Developer wishes to develop the project known as _____, which will consist of ____ single family homes on ____ acres with lot sizes ranging from _____ square feet to _____ square feet (“Project”). Currently, the proposed Project does not meet the ____ zone requirements and therefore would not be allowed in the ____ zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the ____ zone, as provided in Title 19 of the City Code, as amended (the “Zoning Request”) and wishes to be voluntary bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, to assist the City in its review of the Zoning Request and to ensure development of the Property in accordance with Developer’s representations to City, Developer and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property; and

WHEREAS, the City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, on _____, 201____, after a duly noticed public hearing, City’s Planning Commission recommended approval of Developer’s Zoning Request, this Agreement, and reviewed the conceptual project plans attached hereto as Exhibit D (“Concept Plan”), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, Report of Action, and written minutes attached hereto as Exhibit B; and

WHEREAS, on _____, 201____, the Saratoga Springs City Council (“City Council”), approved Developer’s Zoning Request, this Agreement, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report, Report of Action and written minutes attached hereto as Exhibit C; and

WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, number of units Developer may be able to build, and required road, open space, parks, trails, storm drain, sewer, and water improvements; and

WHEREAS, to allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to applicable ordinances, regulations, and standards, Developer and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its legislative authority under Utah Code § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its authority, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and the City Code (collectively, the “Public Purposes”). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the “Effective Date”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals. Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder’s Office, with the Developer to pay all recording fees.
2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit “A.” In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City. If there is any portion of the Property not owned by Developer when this Agreement is signed, the owner(s) of record of such portion(s) of the Property shall execute the consent provision set forth beneath the Parties' signature blocks at the end of this Agreement.
3. Zone Change, Permitted Uses, and Requirements. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the [redacted] zone as they exist on the effective date of this Agreement with respect to the maximum allowed density and permitted and conditional uses. However, all other

requirements, including but not limited to setbacks, frontage, height, access, required improvements, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive.

4. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the maximum allowable densities and the permitted and conditional uses under the [REDACTED] zone as this zone exists on the effective date of this Agreement if the requirements of that zone are met. Developer shall be required to apply for and obtain approval for each subdivision, plat, or site plan provided for in the Concept Plan and to otherwise comply with all City ordinances, regulations, specifications, and standards in effect at the time of preliminary plat application, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the [REDACTED] zone is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the exhibits attached to this Agreement.
5. Reserved Legislative Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
6. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations in effect at the time of preliminary plat application are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City. The City may allow issuance of building permits prior to installation of all

improvements in accordance with current City regulations, which may change from time-to-time.

7. Water Infrastructure, Dedications, and Fees.

- a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation of each phase. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.
- b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations in effect at the time of plat submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with the then-current City regulations, this Agreement, and any applicable law.
- c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

8. Sewer, Storm Drainage, and Roads.

- a. Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with City regulations in effect at the time of preliminary plat submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with the then-current City regulations, this Agreement, and any applicable law.
- b. As an express condition of this Agreement and the Zoning Request, Developer

shall be required to install, improve, and dedicate the Foothill Boulevard Improvements are more fully specified in Exhibit E. This shall be in addition and not in lieu of all required road improvements in accordance with City regulations in effect at the time of a preliminary plat application. Furthermore, as an express condition of this Agreement and the Zoning Request, Developer shall be required to pay all road and transportation impact fees and shall not be entitled to any credits or reimbursements for the installation, improvement, and dedication of the Foothill Boulevard Improvements.

- c. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the performance bond period (as specified in City regulations), so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Open Space Improvements.

- a. Developer shall be responsible for the installation of, and in some cases, dedication to City of open space improvements for each plat as determined by the City at the time of plat submittal in accordance with City regulations in effect at the time of plat submittal.
- b. Developer shall be required to install and dedicate to City all open space improvements intended to be public. City shall maintain the public open space improvements upon dedication to the City and acceptance in writing by the City so long as the improvements meet City regulations.
- c. For open space improvements not dedicated to the City, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance of the open space until assumption by a homeowners association.

10. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements in accordance with then-current City regulations, this Agreement, and any applicable law. In addition, should the Property be included in the SID, Developer shall be responsible for dedication

to the City of the street lighting improvements, after which the City shall maintain the improvements.

11. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.
12. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and may be owned by multiple developers. As a result, there is a direct connection between: (a) the development of an individual developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As determined by the City at time of plat submittal, Developer, or Developer's successors, agents, or assigns, may be responsible for the upsizing of improvements to service more than an individual developer's land within the Property.
13. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.
14. Sewer Fees. Timpanogos Special Service District ("TSSD") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.
15. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, plat, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and

assessments. These fees are in addition and not in lieu of the consideration, promises, terms, and requirements in this Agreement.

16. Wildland-Urban Interface Code. Prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the Wildland-Urban Interface Code and all other applicable building and fire codes related to the prevention of wildfires as adopted by the City. Developer may be required to record restrictions on certain lots as specified by such regulations.
17. Termination of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions, plats, or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement, provided that the City has proceeded in good faith to review the submissions or site plans within a reasonable time. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at which time the City and Developer may execute a “Notice of Termination/Expiration” to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 19 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the [REDACTED] zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.
18. Successors and Assigns.
 - a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred (“Transfer”) to a third party (“Transferee”), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 18.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

19. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default ("Default") under this Agreement:
 - i. a warranty, representation, or statement made or furnished by Developer under this Agreement or exhibits is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or
 - iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.
- b. Procedure Upon Default.
 - i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 19.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
 - ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond

the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

- c. Breach of Agreement. Upon Default as set forth in subsections 19.a. and 19.b. above, City may, upon providing notice of default under subsection 19.a. above, declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may do any of the following: (i) refuse to process or approve any application for subdivision, plat, or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, if the Default is not cured and this Agreement is terminated, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to [redacted] zone. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
20. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all areas of development or construction pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.
21. Entire Agreement. Except as provided herein, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.
22. Voluntary Agreement. Developer agrees to be voluntarily bound by the requirements herein and agrees that the requirements are roughly proportionate to the impact of the Project upon the public based upon an individualized determination by the City that the requirements are related in both nature and extent to the impacts of the Project.
23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- a. Exhibit "A" Property Ownership Map, Vicinity Map, and Legal Descriptions
 - b. Exhibit "B" Planning Commission Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action.

- c. Exhibit “C” City Council Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action.
- d. Exhibit “D” Concept Plan
- e. Exhibit “E” Foothill Boulevard Improvements

24. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer’s expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.
- c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City’s approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violate the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.
- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit herein unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all

purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer: _____

To the City: City Manager
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance

- o. Limitation on Damages. Any breach of this Agreement by the City or the Developer shall not give rise to monetary damages against the other party, but

shall be enforceable only by resort to an action for specific performance.

- p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement..
- q. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 19 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.
- s. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.

- u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, a political subdivision of the State of Utah

City Recorder

By: _____
Mayor

DEVELOPER:

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____ of _____.

Notary Public

Exhibit Summary

- a. Exhibit "A" Property Ownership Map, Vicinity Map, and Legal Description
- b. Exhibit "B" Planning Commission Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action
- c. Exhibit "C" City Council Staff Report and Written Minutes, Adopted Findings of Fact and Conditions, and Report of Action
- d. Exhibit "D" Concept Plan
- e. Exhibit "E" Foothill Boulevard Improvements

DRAFT

Exhibit "A"

Property Ownership Map, Vicinity Map, and Legal Description

DRAFT

Exhibit “B”

**Planning Commission Staff Report, Written Minutes with Adopted
Findings of Fact and Conditions, and Report of Action**

DRAFT

Exhibit “C”

**City Council Staff Report and Written Minutes, Adopted Findings
of Fact and Conditions, and Report of Action**

DRAFT

Exhibit “D”

Concept Plan

DRAFT

Exhibit “E”

Foothill Boulevard Improvements

DRAFT

**City of Saratoga Springs
Planning Commission Meeting
January 14, 2016**

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

Minutes

Present:

Commission Members: Kirk Wilkins, Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham

Staff: Kimber Gabryszak, Sarah Carroll, Kevin Thurman, Nicolette Fike, Gordon Miner, Janelle Wright, Mark Christensen

Others: Frank Pulley, Steve Maddox, Jim & Rose Wheeler, Susan Palmer, Bud & Barbara Poduska, Julie King, Brenda Heslop, Kraig Sweat, Greg Magleby, Gary Kirschbaum, Justin Johnston, Joe Parren

Excused: Brandon MacKay

Call to Order - 6:30 p.m. by Kirk Wilkins

1. **Pledge of Allegiance** - led by Frank Pulley
2. **Roll Call** – A quorum was present

Jeff Cochran was recognized for his service in Planning Commission and was presented with a commemorative plaque.

3. **Public Input Open** by Kirk Wilkins
No input was received tonight.
Public Input Closed by Kirk Wilkins

4. **Election of Chair and Vice Chair for Planning Commission.**

Motion made by Sandra Steele to elect Kirk Wilkins to be Chairman. Hayden Williamson seconded the motion. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 6 - 0.

Motion made by Sandra Steele to elect David Funk to be Vice-Chairman. Ken Kilgore Seconded the motion. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 6 - 0.

5. **Approval of the Planning Commission Meeting Schedule for 2016.**

Motion made by Hayden Williamson to approve the Planning Commission Meeting Schedule for 2016. Seconded by David Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 6 - 0.

6. **Public Hearing: Preliminary Plat for Catalina Bay, Located at approximately 3500-3700 South, between Redwood Road and Utah Lake, Desert Peak Management Group, LLC applicant.**

Sarah Carroll presented the preliminary plat. This was originally part of the Harbor Bay Master Plan which has expired. The application is being reviewed independent of the previous expired agreement. In August 2015 the City Council reviewed a request by the applicant for payment in lieu of open space. They found the proposal for the amount of \$433,714 to be used towards improvements at the existing Marina Park to be an acceptable replacement for an open space deficiency of 2.20 acres. The project would be done in phases. Later phases would front McGregor Lane which the city proposes to realign with a street across the main road to help with traffic flow. Sarah reviewed the landscaping plans. Once the fee in lieu is paid to the City

they would then formalize what parts of the Marina Park would be improved. They recommend the proposed phasing of open space and the phasing of the fee in lieu of open space be approved. Susan Palmer, for the applicants, said they have updated their landscape drawings and the irrigation will be on that and amenities which they will get to the City soon.

Public Hearing Open by Chairman Kirk Wilkins

Brenda Heslop noted the fee in lieu and is concerned about the impact the development will have on the wildlife. We need to leave corridors for animals that are coming through the area.

Public Hearing Closed by Chairman Kirk Wilkins

Kimber Gabryszak addressed the concern about wildlife. The City does not have any specific protections but they work closely with the State. They do try to look for ways to connect open space as much as possible. Sarah Carroll added that they have several drainage corridors in the city that they preserve as open space that may help.

Ken Kilgore read about a recommendation for the City to space parks a half mile or so from each other and wondered if it was based on residents or animals

Sarah Carroll responded that the spacing was based on usability for residents and walkability to the parks.

Sandra Steele had no comments at this time.

Ken Kilgore is wondering if the payment in lieu can be bonded. It seems that it's in the later phases and he wonders if we will actually see it happen. He would like to see somehow to make sure it will happen.

Sarah Carroll replied that condition 9 addresses that, an instrument addressing the phasing shall be recorded with the first final plat and it will address the open space as well and require payment in full prior to recording those phases it affects.

Kevin Thurman advised the first few phases will be compliant with open space and not use the payment in lieu. There are things we can do to guarantee the payment will be made. They are installing the Redwood Road trail which will be a regional benefit. If the recommendation is to find a way to make sure it happens we can address it. Our bonding requirements are when they record the plat we require the bonding. An open ended bond would be costly to the developer.

Ken Kilgore noted he uses the marina park with a trailer so he pays the fee; he asked if you had to pay if you are just using the park.

Sarah Carroll noted there are some parking spots where you don't need to go through the gate on the Master plan and additional spots in the plans.

Ken Kilgore asked the applicant if they were ok with the number for the fee.

Susan Palmer said the applicant has agreed to pay that amount.

Troy Cunningham noted some lakefront credit or grant we could apply for, would we be able to use the money from this for matching.

Mark Christensen noted we had already been granted some money this year, we think we will be able to leverage these funds successfully on projects in that area.

Troy Cunningham also had concerns about Redwood Road. He is concerned about the road that needs to move to match up and if it was an issue to the neighboring property owners.

Sarah Carroll said it will impact those owners and they have just started discussions with them but do not know their response at this time. She is not sure if there will be resistance or not.

David Funk had a concern on the funds for payment in lieu, are there any regulations to hold that money strictly for parks in that area.

Mark Christensen said yes, funds dedicated to specific sources are held to those things. There are checks and audits in place for that. The challenge is that parks get built and funded as they come in, fees in lieu are not always marked for a particular park, in this case it would be.

David Funk wanted to make sure it was used for some open space around this area as it was the area the open space was taken from.

Mark Christensen replied that this is a complex project because of previous things not finished under the previous agreement. We are trying to make sure this park gets finished at this time.

Hayden Williamson indicated his questions had been answered.

Kirk Wilkins asked about the amenities in the soccer area, is it something they need to discuss?

Sarah Carroll said it is a condition of approval, the applicant has stated they don't have a concern with it. Kirk Wilkins also had the same comments as David Funk about the open space fee in lieu being earmarked.

Motion made by Sandra Steele that the Planning Commission forward a positive recommendation to the City Council for approval of the Catalina Bay Preliminary Plat, generally located between 3500 and 3700 South and between Redwood Road and Utah Lake, with the findings and conditions in the staff report. Seconded by Hayden Williamson. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 6 - 0.

7. Public Hearing: Site Plan for Alpine District School (Name TBD) in Legacy Farms, Located at approximately the NE corner of Highpoint Dr. and School House Rd., Alpine School District applicant.

Kimber Gabryszak presented the site plan which is for a 79,188 sq. ft. school. School House Road was designed to collect traffic for the school. The original proposal was for a 6-7 grade school and included 119 parking spaces. There has been a new proposal by the district; the proposal has been revised to a k-6 school. This will decrease the bus load to the school. In Option 2 the school remains facing the west but the access has changed with bus drop offs on the south and parent drop off on the west. It increases parking to 161 stalls +/- . Option 3 removes more potential traffic conflicts with no exits on to High Point. Parking is also increased to 200 stalls. Most Staff prefers alignment 3, the School District would prefer alignment 2. Either way it is requested that the access be one-way. According to State Code for schools we cannot regulate things like setbacks, height, lot coverage, aesthetics, fencing, and zones. We can regulate location to avoid risks to health or safety. We recommend that the District work with the City on siting to avoid or mitigate existing and potential traffic hazards and to maximize school student and site safety. Three acres of the site has to remain as open space and helps Legacy Farms meet their open space requirement. They are looking at 4-7 busses. Kimber reviewed the conditions. They have been revised to match the newer plans. Staff has not received verbal or written public comment.

Kraig Sweat with Alpine School District appreciated the City for working with the District and trying to meet the growth demands.

Frank Pulley, with Alpine School District Physical Facilities, spoke to why the district would like option 2. It would keep the walking students from crossing the entrance and exit of parent pick up and drop off zones. They want to make sure the drop off is on the passenger side of cars. They think option 2 is the safest for students walking and for drop off.

Joe Parren with A-Trans Engineering commented that the concern is on the counter flow situation with kids getting out on the travel lane and having a bypass lane on the right is counter-intuitive. They feel the flow would be better coming in for drop off with cars turning right out of the school and continuing north to 400 S. They are finishing up a new traffic study which will be finished next week.

Public Hearing Open by Chairman Kirk Wilkins

Julie King commented that she had some concerns. She thinks 4 – 5 buses is not an accurate number. She noted where several students would be bussed from around the area. She asked what the cut outs were on the plans. (Plumbed areas for trailers.)

Public Hearing Closed by Chairman Kirk Wilkins

Frank Pulley replied that with the split day school track there will be two starting times and less busses per time.

Hayden Williamson wanted to know why staff and the consultant felt the 3rd option was better.

Kimber Gabryszak replied that the consultant preferred the 3rd alignment. They were looking at previous traffic studies when it was going to be a middle school. Now that it's an elementary school they haven't had as much time to look at it. The third alignment was his preferred, she said that the recommendation was very strong to be one way for drop off. She explained the left drop-off option. Option 3 has more parking as well, but Option two is still an improvement.

David Funk asked if the upper bus drop-off is still needed with an elementary school.

Frank Pulley said they feel the flow is better when they can separate the bus drop off from parent drop off and helps to minimize problems.

David Funk received clarification that in option 3 kindergarten and older kids would use the same drop off. Frank Pulley noted that where kindergarten parents want to make sure the kids are safer on drop off and pick up they found a separate kindergarten drop off has been merited. It also has some different times than the other drop offs. If they use the same drop off a kindergarten child would more likely stop the flow of traffic. They would recommend the flow go north with either option. He noted that kids walking would have to cross traffic flow at some point with option 3. They want to avoid that as much as possible.

Mark Christensen noted the critical distinction is with 2 you have a separate kindergarten drop off but less parking. On 3 you get more parking but more potential walking conflict. He appreciates the exit point aligned with the other street on the north. We are really waiting for the new traffic study. They are moving quickly with the application and they want to be able to build the building and they could sort the parking later so the school can be completed as much as possible for the next school year.

Kevin Thurman reminded the commissioners that the Code says that the Alpine School District shall coordinate the siting of the school with the City. It's more of a mutual decision. We do need to put some weight on their recommendation based on their experience. They have mitigated some of the safety problems before.

David Funk said the additional parking does help; but, as far as safety which is our biggest thing we can talk about it's not going to be much different because you are giving up safety of pedestrians for the safety of parking. There would probably be parking on the street during events either way.

Frank Pulley said pedestrian safety is a major concern, if option 3 was preferred we would probably be back trying to come up with a new option because parents get concerned with students crossing the drop off at any point. Their response would be to work with D.R. Horton to make sure the houses driveways are not in direct alignment with our entrance.

Mark Christensen mentioned that most of the traffic at these schools is the pick-up time, it's not the buses. Parking on high point will be limited. Option 2 has more parking than any of our schools already but the majority of the traffic comes from driving kids to school instead of having them walk. At some point it will become a walking school and less bus traffic. Hopefully we wouldn't have mass lines of people.

Troy Cunningham visited the site a few times. He is concerned with the traffic from Redwood Road. It won't be easy for people to turn left (south) back onto Redwood Road. High Point eventually connects to 400 S. but now it ends at Saw Mill; do we know when that will be completed?

Kimber Gabryszak noted that it will wait until they get their approval from FEMA.

Troy Cunningham is concerned the road won't be completed by the time the school goes in. He was concerned about other roads not yet in and when they would be.

Kimber Gabryszak said they will begin installation with these roads now as they just recorded these plats. At some point when they get to a certain number of lots they will have to complete the access before they can move forward.

Troy Cunningham heard that by April they will have about 100 homes under construction. He wondered what work was being done when he visited.

Kimber Gabryszak said they are allowed to grub the site but not allowed to build yet.

Troy Cunningham asked how the kids would walk to the school now.

Mark Christensen noted that there were some trails existing now; they will have to do a safe school walking map. There will be cross walks and connections along where the church will be.

Troy Cunningham said his other concern is the width of the roads and that all the roads would be lined with cars. His preference is to have more parking than less but doesn't know if he likes either option. He would like to see the new traffic study.

Ken Kilgore asked if it will ever become an intermediate school.

Frank Pulley replied no, this building is not designed to be able to handle an intermediate school.

Mark Christensen noted that staff would not have recommended the intermediate school but we do support the direction this is going and we still need to look at the traffic study.

Ken Kilgore asked who would landscape the open space.

Kimber Gabryszak noted the school would take care of it; after school hours would be for neighborhood use.

Ken Kilgore noted driveways across from the school and the church lot to the south and he wondered if residents that live on that road will complain that their values will go down.

Sandra Steele doesn't feel the floor plan would have ever worked as an intermediate school and wondered what changed.

Frank Pulley noted with the speed that it needed to happen they needed to go with a school plan they have done before. They have a need of space for both types of schools with overcrowding, feedback from the community was to not have the 6-7 school.

Sandra Steele said normally before they vote they want a traffic report to look at and study but she understands them asking for approval tonight. They originally thought it would be a south facing school with convenient extra parking across the street at the church now that parking was a little extra hike. She has looked at both options and said that since they are asking for a recommendation without a traffic study she would have to go with option 3. She thinks that there are pedestrian issues either way. The danger is if parents decide they do not want to go through the maze and people will want to park on the street. With parking on either side of High Point they will have the same issues of kids darting out in front of cars. She asked if it was possible for us to make it a no parking zone on the east side adjacent to the school and put restricted parking on the west side.

Mark Christensen said yes, but he would not recommend it. No matter where we prohibit parking it will cause problems somewhere else. When we have school events there will be a lot of parents, period. It won't matter where we assign parking it just pushes traffic; it almost makes it safer to not block it off. When the church is built there will be parents dropping off over there. Option 2 is better than any schools they have in the city currently and we don't have parking limited in any of those areas. It's not an easy problem.

Sandra Steele said her concern is there are several driveways and if cars are parked there, it makes limited visibility for backing out. Could we restrict parking on the west side during certain hours?

Mark Christensen would point to the Jr. High, the street on the back with the neighborhood is congested when sports are going on from people parking there. Any of the elementary schools will have the same problem. Most parents will not drop their kids off and have them dart across the street. With Option 2 they may be able to align the driveways. As long as you can cue the cars and people can get in drop off is not bad. He thinks that the kindergarten choke point may be the worse problem on this option 3. Both 2 and 3 are better than anything we have, but there are inherent flaws in both. He would not recommend parking restrictions.

Sandra Steele commented that in the future if it becomes a problem they can address it at that time. She wondered about a parking issue at Sage Hills because of parking on the streets and people could not exit.

Mark Christensen noted that Sage Hills got striped as a turn lane; he wouldn't recommend striping a turn lane because when people do park on the shoulder it blocks the lanes, the road isn't wide enough. Once Church Street is built there will be less of a problem.

Sandra Steele thinks there needs to be a crossing guard at Church Street.

Mark Christensen said it's \$10,000 a year for them for each crossing guard. He recommends having them do their safe walking plan; it will have the kids walk to wherever there is a crossing guard.

Sandra Steele said her first preference is to continue the item to see the traffic studies. Because of the parking issue and more parking in option 3, and less conflict on High Point she would go with option 3.

Kirk Wilkins asked if there was a bypass lane in option 3.

Joe Parren said there is a passing lane in both options. Traditional flow is drop off on the right and pass on the left. It's a one way circulation.

Kirk Wilkins thinks lots of parking is good, less entrance to main roads is good, good stacking is important, less student crossing in traffic is most important. He asked who the author of option 3 was.

Kraig Sweat said it was one of their engineers so they could give options but they would like option 2.

Frank Pulley commented that option 2 is safest for a walking school.

Kirk Wilkins wondered if they could put speed bumps in the long drop off drive.

Kevin Thurman advised that the Statue says the school shall coordinate the site of the school to help mitigate traffic and safety concerns with the City, if the Planning Commission is going to recommend one plan over the other he would like to hear the reasons why.

Kirk Wilkins thinks with the absence of a traffic study he would defer to the experience of the school, so he would go with option 2, but it would be nice to see the traffic study.

Frank Pulley noted option 2 has about 40 more stalls than any other school they normally have.

Kirk Wilkins asked the commissioners to validate their concerns to the attorney's point.

Sandra Steele thinks option 3 has less conflict with traffic and safety of residents.

Ken Kilgore noted how it was with his student's school, minimizing the conflict points for the cars was better for him and so option 3 looked better to him.

Troy Cunningham thought option 3 was better because of the fewer entrances on High Point, he also noted the people that race on the long drop off.

Kirk Wilkins said his opinion stands with Option 2 and that the safety of the pedestrian students exceeds the safety of vehicles.

David Funk went with option 2 because of safety of pedestrians. He has grandchildren in a school which has houses in front of it with driveways and it doesn't seem to be a big problem to the neighborhood. It's definitely a safety issue to children walking.

Hayden Williamson is leaning to option 2 in lieu of a traffic study, he would default to the district that has to do this often. He asked about the proposal to perhaps approve the school and approve the traffic flow later.

Kevin Thurman would recommend that they send it on to City Council.

Kimber Gabryszak noted they don't really have the ability to approve a partial site plan. The commission is equally split, the school district has a preference, they could forward this with a condition of a concern of the traffic study and City Council could make a decision.

Mark Christensen noted the school stays in the same spot with either option; the only question is where the asphalt goes.

Motion made by Hayden Williamson to forward a positive recommendation on the Legacy Farms School as outlined in Options 2 and 3 as provided by the applicants to the City Council. With the findings and condition in the Staff Report dated January 7, 2016. With the modified conditions as provided. Seconded by David Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 6 - 0.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The site shall be modified to ensure that access is limited from High Point, and the remainder of access obtained from schoolhouse road to the south, per the original concepts and discussions and per the previous traffic study.
3. The Commission recommends that the City Council support the alternative layout proposed by the applicants in Option 2 or Option 3, whichever is supported as safest and most effective through a traffic study.
4. Parent drop off shall be limited to one-way traffic to minimize potential conflicts and increase safety.
5. All other applicable code requirements shall be met.

A short break was taken, meeting resumed at 8:20 p.m.

Kimber Gabryszak introduced Gordon Miner as the new City Engineer.

8. Work Session: Rezone, General Plan, and Community Plan for Talus at Saratoga Springs, Located between SR73 and Pony Express Parkway, adjacent to Eagle Mt., Edge Homes applicant.

Sarah Carroll presented the plans for Talus at Saratoga Springs. The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC), and also a Community Plan (CP) to master plan the approximately 688 acre property for residential and commercial uses. The CP lays out general densities and configurations, design guidelines, infrastructure plans, proposed road cross sections, hillside regulations, and an open space program. They asked Edge to run a scenario on proposed developments with a point system for amenities in open space plans. This is a first look at the master plan so we can get feedback at this level. She gave a broad overview of Review comments.

Steve Maddox said this project is very overwhelming and he wanted to thank staff for their guidance. There are restraints they encountered and they think they have solved the issues. They are against the wall of water pressures in the general vicinity. They realized the topography of the area was unique and they have

worked with their engineers. They have integrated native trails and vegetation. He feels if they do it together it will be a fun project. The theme for the project is a walkable community with 200 acres of open space. They explored underground walking tunnels under major streets.

Steve Maddox introduced Curtis Leavitt - Project Manager, Brandon Watson and Greg Magleby from LEI.

Sandra Steele would address the name of the project. She thinks Talus at Saratoga is confusing with Saratoga Springs Development. She suggested Talus at Mt. Saratoga. She wanted them to talk about their vision for the commercial area.

Steve Maddox responded that there were thoughts of storage, neighborhood retail, gas stations; Neighborhood Commercial is what they would lean towards. They are residential builders, they were asked by staff to include a commercial element.

Sandra Steele would hate to send everyone into Eagle Mountain for commercial needs. This is large enough that commercial would be a viable entity in the project.

Steve Maddox commented that one of the items they discussed was road widths and aisles to work with the hillsides and not fight with them. This is fairly close to what they intend on building.

Ken Kilgore wondered why the small lot sizes. The minimum would be 2500. He thinks it makes it a more walkable community but he is concerned so many tight homes would ghetto-ize the area.

Steve Maddox replied that now people want smaller lot size and xeriscaping. They are seeing an economy of a footprint with additional open space and not have the impact of watering all the space. If we bring on that larger size lot today it would not be as marketable. The first phases are not near that. There was talk with staff of some half acre lots. We want to hit empty nesters to newlyweds. And the only way to do that is to work with them on what the final village will look like, the houses themselves are 23-3000 ft. but they have gone with little setbacks and landscaping. It is for those that want to live like that and have a walkable community. They have not built a dog park before, which is new, we are trying to be innovative and look toward the future.

Ken Kilgore commends their forward looking ideas. He knows people want smaller footprints but people moving to Saratoga seem to want the larger lots. Our city code of R-18 still has 5000 sq. ft. minimum.

Steve Maddox noted the open space and amenities that go along with that lot size and the level of services and it is also lessening the impact at the same time. It's a lifestyle choice.

Ken Kilgore noted a lot of the younger age professionals are moving to this type. He noted however, that people are trying to move out of a lot of the smaller houses around here, but this is a different market they are looking at.

Troy Cunningham was concerned about the lot size too. He knows many are buying the smaller houses and lots and not liking the yard work as much. Even though he is concerned about the smaller lots it would go with whoever is buying. He asked about protecting petroglyphs.

Steve Maddox noted that they are looking into the best way to protect those; they don't want to draw attention to them yet. They noted in the first Village Plan they submitted that the lots are almost two times the size and bigger. He thinks people will move here when the services and infrastructure are in and the trails. He noted where the school was interested in building. He also noted the underpass they are proposing.

David Funk noted that many enjoy gardening but it can be done on a smaller lot. One of his bigger concerns was on churches. He feels there is not enough churches set aside.

Steve Maddox said they talked to local leaders and they would like to maintain 400 homes per church site. It's lower here in Saratoga, other cities are 500 + to facilitate a chapel.

David Funk wanted to know what was approximately across from the commercial area.

Steve Maddox replied it was Eagle Mountain open spaces, near the amphitheater.

Hayden Williamson commented that it looked like a mix between single and multi-family and asked if they had an idea of what their multi-family would look like.

Steve Maddox said there was an element of condo, maintenance interior and exterior. They don't do apartments. They have looked around they don't want to compartmentalize too much of one product in one area. If there was one pod of attached they would do another of detached next to it.

Hayden Williamson asked what the most dense product would be.

Steve Maddox replied that it was up to 20 units in one pod, per acre. He noted one pod in Village Plan 3 Neighborhood 1.

Mark Christensen noted conversations on how do we lay out densities, opening up to products looking out to the lake and a pod of higher densities towards the back, also providing for densities for economic advantage. It's a great project to meet Capital Projects citywide.

Ken Kilgore asked in cases where the density and minimum lot size is different from the code will it come up later on where we make a waiver.

Sarah Carroll noted at this point in time if you would like there to be broader ranges they can suggest that, you can give feedback when the plan comes through, otherwise when the plan does come through that is the minimum and that's what they review.

Hayden Williamson wondered how this works in with prop 6.

Kevin Thurman noted that prop 6 pertained to attached rather than detached, it would have some justified discussion, but prop 6 amended the general plan which is an advisory document, not necessarily binding, those are all considerations.

Sarah Carroll noted a breakdown of percentages of single-family and multi-family units for this project.

Hayden Williamson would advise to be as compliant with prop 6 as possible because many residents are passionate about it.

Mark Christensen said they have been working with Edge Homes for years on how to get this project off the back burner. We explored the historic densities on this parcel and we are working through all these issues.

Kirk Wilkins asked what the current land use was today.

Sarah Carroll said it's currently R3; the master plan that was in place has expired.

Kirk Wilkins said we had a large development come in recently and there was a lot of opposition to high density, for a higher density than what they were proposing doesn't make sense. They would need to expect some objection to high density areas. It would help to see what they plan to put in those higher densities.

Sandra Steele asked what kind of products they think they will be putting on 20 to the acre that is not an apartment.

Steve Maddox replied that an apartment is a for rent unit, we do not build for rent. It would be more stacked units with open space. The aesthetics of this will be different as they are building into hills and things. The maximum number of stories would be three.

9. Work Session: Discussion of Code and Vision.

Kimber Gabryszak talked about regulating home occupations by categories; office only, light manufacturing sales type and childcare and classes. They propose categories; 1-2 would require staff approval and could be permitted in multi-family housing, category 3 Planning Commission approval. Category 1 wouldn't need a Home Occupation, just a business license.

David Funk clarified that category 1 and 2 were not only in multifamily areas.

Kimber Gabryszak replied that it was multi-family in addition, if someone was just doing something like programming there is no reason it couldn't be in multi-family.

Sandra Steele commented she had a problem with 2 being in multi-family.

Kimber Gabryszak said in that case if they put a low cap on it, like no more than one car at a time. There may be something like a small daycare with kids walking from only that area.

Ken Kilgore commented on something like an artist with paint fumes.

Kimber Gabryszak noted there are regulations. These are good comments. She also noted lower fees for 1-2 and higher for 3 because of more work involved. They would suggest for category 1 business license only. She asked for discussion of any prohibited uses or do they let traffic dictate. Should they keep sq. ft. or percentage limitation, and differ that by category. Maybe for a dance studio with dedicated space it works, but for child care it wouldn't.

Kirk Wilkins felt it was how it impacted the neighborhood.

Hayden Williamson thought maybe traffic impacts and if they want to use the whole house. It becomes a fight that we can't regulate well anyway.

Sandra Steele suggested that tattoo parlors should not be an allowed use. The suggestion was discussed, health issues were most concerning.

Kimber Gabryszak thought they should not list limited uses, if they are concerned about health they can put requirements that they follow health regulations.

Sandra Steele noted if they allow too many businesses then the residential areas are no longer residential areas they are commercial.

Hayden Williamson commented that it comes down to how is what are they doing in their house impacting those next door. If we can control the impacts, then what happens in the house becomes somewhat irrelevant.

Sandra Steele said you are going to impact property values if you are not careful. She thought we will need limitations about what can go in what zones just like we say a service station can't go in Neighborhood Commercial.

Ken Kilgore has seen articles where residents fight against a business they don't agree with, like gun sales for example.

Kirk Wilkins thought another category, besides impact, could be by types of sales.

Kimber Gabryszak noted that there is a separate section of code that covers sexually oriented businesses.

Sandra Steele mentioned a vehicle used in businesses needed to be clarified.

10. Approval of Minutes:

a. December 10, 2015.

Motion made by David Funk to approve the minutes for December 10, 2015. Seconded by Hayden Williamson. Aye: David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Abstain: Sandra Steele. Motion passed.

11. Reports of Action.

Alpine School District, Legacy Farms School - Positive recommendation with conditions.

Motion made by Hayden Williamson to approve the Report of Action on the Legacy Farms Elementary School dated 1-14-16. Seconded by Ken Kilgore. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 6 - 0.

12. Commission Comments. – No additional Comments.

13. Director's Report:

a. Council Actions

- o Council retreat was last weekend where they went over City Council goals. They would like to have another joint meeting with the Planning Commission. First possibly in March.

b. Applications and Approval

- o 2012 they had about 67 applications total, in 2013-14 they had around 122 and in 2015 they had over 150. Not only a large increase but the complexity of them was increased.

c. Upcoming Agendas

d. Other

14. Motion to enter into closed session. – No Closed session needed.

Meeting Adjourned at 9:35 p.m. by Chairman Kirk Wilkins

Date of Approval

Planning Commission Chair
Kirk Wilkins

Nicolette Fike, Deputy City Recorder