



Jim Miller, *Mayor*
Stephen Willden, *Mayor Pro Tem*
Shellie Baertsch, *Council Member*
Michael McOmber, *Council Member*
Bud Poduska, *Council Member*
Chris Porter, *Council Member*

CITY COUNCIL MEETING
Tuesday, October 18, 2016
7:00 P.M.

City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.
5. Public Input – This time has been set aside for the public to express ideas, concerns, and comments.

REPORTS:

1. Mayor.
2. City Council.
3. Administration Communication with Council.
4. Staff Updates: Inquiries, Applications, and Approvals.

PUBLIC HEARING:

1. Wildflower Village Plan Area 1, located West & North of Harvest Hills and North of SR 73. Nathan Shipp, DAI Utah applicant.

BUSINESS ITEMS:

1. Award of Bid - Marina Intake and Booster Station; Resolution R16-56 (10-18-16).
2. Update to the Personnel Policies and Procedures Manual; Resolution R16-57 (10-18-16)
3. Redwood Road Widening and Pioneer Crossing Continuous Flow Interchange (CFI) Projects – Betterment Agreement; Resolution 16-58 (10-18-16)
4. Assignment Agreement for Culinary Water Connections; Resolution R16-59 (10-18-16)
5. Discussion and Status Update on Code Amendments – Title 19.18, Signs, regarding park signs.
(Continued from September 9, 2016)

CLOSED SESSION:

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

ADJOURNMENT

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

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

The order of the agenda items is subject to change by order of the Mayor.

Final action may be taken concerning any topic listed on the agenda.

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.



**Wildflower
Village Plan Area 1
Tuesday, October 18, 2016
Public Hearing**

Report Date:	Monday, October 10, 2016
Applicant:	Nathan Shipp, DAI Utah
Owner:	Sunrise 3, LLC; WFR 3, LLC, Easy Peasy LLC
Location:	1 mile west of Redwood Road; West and North of Harvest Hills
Major Street Access:	State Road 73, future: Redwood Road and Mountain View Corridor
Parcel Number(s) & Size:	58:021:0143, 157.137 acres 58:022:0133, 2.068 acres 58:021:0024, 4.50 acres Total: 163.185 acres (application describes 168.59)
Parcel Zoning:	PC
Adjacent Zoning:	RC, A, R-3, R-14, R-18
Current Use of Parcel:	Vacant
Adjacent Uses:	Residential, Vacant
Previous Meetings:	Gilead Rezone/Master Plan application submitted 2011; not finalized. PC and CC Hearings & Meetings on Rezone / CP, 2014 and 2015 PC Public Hearing on Village Plan 1, September 22, 2016
Previous Approvals:	Community Plan Approval, February 24, 2015
Land Use Authority:	Council
Type of Action:	Administrative
Future Routing:	None
Author:	Kimber Gabryszak, AICP

A. Executive Summary:

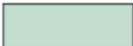
The applicant is requesting approval of Village Plan Area 1 (VP1), pursuant to Section 19.26 of the Land Development Code (Code) and the Wildflower Community Plan (CP). VP1 consists of approximately 168 acres, and proposes allocating 571 Equivalent Residential Units (ERUs), consisting of 569 single family units and two non-residential ERUs to be applied to a church site.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the Village Plan 1 proposal, and choose from the options in Section I of this report. Options include approval with or without modifications, continuance, or denial.

B. Background: The property is currently zoned PC. The Wildflower CP was approved in February, 2015 with a maximum density of 1468 ERUs. While the CP includes both single-family and multi-family residential development, all of the multi-family units are planned for the west side of the future Mountain View Corridor (MVC), with all of the residential development east of the future MVC – included in this Village Plan – consisting of single family lots.

The approved CP entitlements are shown in the table below:

LAND USE	AREA*	ERUs*
 RESIDENTIAL	±287 ACRES (84.2%)	1,026
 MOUNTAIN VIEW HOUSING	±61 ACRES (15.8%)	442
 NEIGHBORHOOD PARKS	±92 ACRES	--
 MOUNTAIN VIEW CORRIDOR	±145 ACRES	--
 TRAIL	--	--
 MASTER PLANNED ROADS (NO NEIGHBORHOOD ROADS)	±10 ACRES	--
TOTAL	±595 ACRES	1,468
*ALL AREAS SHOWN ARE APPROXIMATE, FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR. ERU COUNT FIXED AT 1,468 ERUs.		

- C. **Specific Request:** The applicants have requested approval of the first Village Plan, subject to the requirements of the CP and Section 19.26 of the Code, which governs the Planned Community (PC) zone.

The breakdown of the proposal is outlined in the table below:

LAND USE	AREA*	ERUs*
 RESIDENTIAL VILLAGE 1	±143 ACRES	569
 CHURCH SITE VILLAGE 1	±5 ACRES	2
 NEIGHBORHOOD PARKS VILLAGE 1	±15 ACRES	--
MASTER PLANNED ROADS (NO NEIGHBORHOOD ROADS)	±5 ACRES	--
TOTAL	±168 ACRES	571
*ALL AREAS SHOWN ARE APPROXIMATE, FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR.		

The VP also outlines specific standards that will be applied to future individual subdivision plats. These standards are outlined in detail in the full VP in the exhibits, and include:

- Setbacks, height, and other development standards
- Design guidelines for architecture
- Fencing
- Phasing and maintenance of open space
- Landscaping and plant palette
- Utility plans
- Vehicular, bicycle, and pedestrian plans

- Signage
- Neighborhood theming, names, grading, natural resources inventory, sensitive lands, wildlife, fire protection, traffic, and other mitigation plans

Code Deviations

Under the PC zone, applicants have the ability to design standards specific to individual developments, rather than fully following the standards in the Code. Where the CP and VP do not provide standards, the project will revert to the Code, but where the CP and VP do provide standards, the CP and VP will govern.

The applicants are requesting deviations from Code standards in several areas. These include setbacks and lot sizes (already approved in the CP), road cross sections and standards (also approved in the CP), and the size / number / height of signs (not approved in the CP, requesting approval in the VP).

Type of Sign	City Code Standard	Proposed Wildflower Standard
Entry Feature	Max height 20', 1 per primary entrance, max text height 10'	Max height 30', 2 per community, max text height 5'2"
Entry Feature	Same as above	Max height 6', 1 per neighborhood entrance, max text height of 5'
Builder Directional Sign	Max height 12', area up to 96 sq.ft. cumulative per development parcel, temporary for up to 12 months	Max height unclear (10' typical), 1 per neighborhood entrance in addition to entry feature(s)

Open Space / Parks

Off-site open space

The applicants are proposing a mixture of native and improved open space, both within this Village Plan and in future Village Plans to the west of the MVC. VP1 will not have the required 30% of open space, so the applicants propose the dedication of the difference on the west side of the MVC.

Such a dedication will include recordation of a subdivision plat, dedication of water and payment of water fees, and payment of other related platting fees. While a large portion of this off-site open space will remain native, some improvements / amenities are intended. As a result, the applicants will also have to enter into an agreement with the City to guarantee improvement of these improvements. Notes on the plat will also be required to clearly restrict the use of this property as open space.

City Acceptance and Maintenance

The applicants are requesting that the City accept ownership and maintenance of a “Public Community Park”, identified as Open Space D on page S14-12 of the Village Plan. The City Parks Department has reviewed the request, and has the following requirements should the City Council agree to accept this open space:

- The plans must be designed to City standards. Particularly:
 - Add an 8’ -10’ walkway to the playground. This is to help with service trucks and allow access for the fall material delivery trucks.
 - The trees must not be planted in turf and irrigated with turf. It is best for the trees to have separate landscaping and irrigation zones.
 - Plantings must comply with all City standards.
 - Mow strips are required along fences.
- More xeriscape options are needed.

- Specific manufacturers are required due to the excessive maintenance, repairs, and less than desired service from other manufacturers. Specifically, the requested manufacturers for the playground structures are Play World, Landscape Structures, or Gametime.
- No City maintenance will occur for signs, entry features, or other similar items.
- Public Works / Parks must be involved with the actual park construction plans of all City maintained areas during the plat approval to ensure compliance with City specifications

The final decision to accept open space is a legislative decision that must be made by the City Council.

Planning Commission Recommendation

The Planning Commission held a public hearing on September 22, 2016, and voted to forward a positive recommendation to the City Council with several additional conditions. The additional conditions are included in the Council approval motion, as well as in the attached Planning Commission Report of Action.

D. Process:

A. PROCESS / HOW IT WORKS

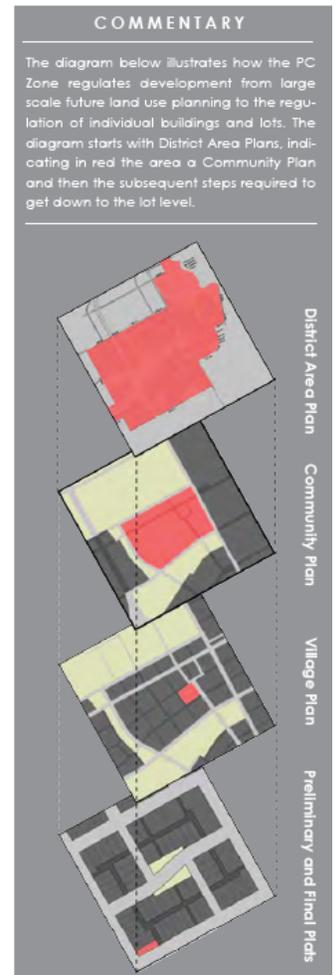
Section 19.26 of the Code describes development in the PC zone, and the graphic to the right shows the hierarchy of the different plans:

1. For a large-scale planned community district, an overall governing document is first approved, known as the District Area Plan (Section 19.26.13).
 - *The size requirement for a District Area Plan (DAP) is 2000 acres; as this project is less than 2000 acres, there is no DAP.*
2. A Community Plan is then proposed and approved (Sections 19.26.03-19.26.08). The Community Plan lays out the governing guidelines for the entire CP area.
 - *The Wildflower CP was approved in February, 2015 and contains the governing guidelines as required.*
3. Following and / or concurrently with the Community Plan, a Village Plan is proposed and approved (Sections 19.26.09 – 19.26.10). The Village Plan is the final stage in the Planned Community process before final plats, addressing such details specific to the sub-phase as open space, road networks, and lots for a sub-phase of the Community Plan.
 - *The applicants are currently proposing a VP for the easternmost ~168 acres of the Community Plan.*

The approval process for the VP includes:

1. A public hearing and recommendation by the Planning Commission
2. A public hearing and final decision by the City Council (19.26 states that the process is per Section 19.17, which is Code amendments / rezones, and requires hearings with the Council)

E. Community Review: This item has been noticed in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet of the detention basin property. As of the date of this report, public comment was provided at the



September 22, 2016 Planning Commission hearing. No additional comment has been provided. Draft minutes from the Planning Commission meeting are attached, as well as the Report of Action.

F. General Plan:

Land Use Designation

The property is designated as Planned Community. The Planned Community Land Use Designation is described in the General Plan below:

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

The overall Wildflower property exceeds 500 acres in size, and thus qualified for consideration under the PC zone and designation, and the CP identified regulations for the development of the property. There is no minimum size for VPs within a Community Plan; VP 1 is subject to the CP and is consistent with the CP standards.

Staff analysis: **consistent.** The CP was found consistent with the General Plan during the approval process, and the overall approval is not up for review. The VP reflects the open space, guiding standards, and density outlined in the CP, and contains the specific development standards, design guidelines, infrastructure plans, recreation and landscaping, and other elements as appropriate. The VP is therefore also consistent with the General Plan.

G. Code Criteria:

d) 19.26.03.2 – Additional Village Plan Requirements

Additional requirements for a Village Plan are summarized below:

- a. A detailed traffic study – **Provided. See Engineering Report.**
- b. A map and analysis of backbone infrastructure systems – **Provided.**
- c. Detailed architectural requirements and restrictions – **Provided.**
- d. If applicable, details regarding the creation of an owners' association, master association, design review committee, or other governing body. – **Provided.**

e) 19.26.09 – Village Plan Approval

The criteria for a Village Plan approval are summarized below:

- a. is consistent with the adopted Community Plan;
Staff finding: complies. The Village Plan appears to be consistent with the allowed densities, uses, and standards in the Community Plan.
- b. does not exceed the total number of equivalent residential units dictated in the adopted Community Plan;
Staff finding: complies. The proposed ERUs are consistent with the CP.

- c. for an individual phase, does not exceed the total number of equivalent residential units dictated in the adopted Community Plan unless transferred per the provisions of the Community Plan;
Staff finding: complies. The ERUs have been provided are consistent with the CP.
- d. is consistent with the utility, infrastructure, and circulation plans of the Community Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts;
Staff finding: complies with conditions. See Engineering Report dated September 8, 2016 outlining related conditions. Numerous items cannot be met until time of preliminary plat, and will be verified at that time.
- e. properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties; and
Staff finding: complies. Utility plans, pedestrian plans, and trail/sidewalk cross sections have been provided.
- f. contains the required elements as dictated in Section 19.26.10.
Staff finding: complies. See below. All required topics have been included.

19.26.10 – Contents of a Village Plan

The required contents of a Village Plan are summarized below:

1. Legal Description - **Provided**
2. Detailed Use Map - **Provided**
3. Detailed Buildout Allocation – **Provided**
4. Detailed Development Standards – **Provided**
5. Design Guidelines – **Provided**
6. Owners’ / Governing Associations - **Provided**
7. Phasing Plan - **Provided**
8. Lotting Map - **Provided**
9. Landscaping Plan – **Provided**
10. Utility Plan - **Provided**
11. Vehicular Plan - **Provided**
12. Pedestrian and Bicycle Plan – **Provided**
13. Additional Detailed Plans. Other elements as necessary (grading plans, storm water drainage plans, wildlife mitigation plans, open space management plans, sensitive lands protection plans, hazardous materials remediation plans, and fire protection plans) - **Provided**
14. Site Characteristics - **Provided**
15. Findings Statement – **Provided**
16. Mitigation Plans. (Protection and mitigation of significant environmental issues) - **Provided**
17. Offsite Utilities – **Provided**
18. Development Agreement – **Requirement met through CP Development Agreement**

Staff review of VP Contents

Staff has provided the applicants with numerous corrections, most of which have been made in this iteration. Several items remain outstanding and are included in the recommended conditions:

- Add a maximum number of development information signs that can be up at any one time so that not all predicted locations have signs at one time.
- Clarify that the typical builder sign height graphic showing 12' is also referring to the maximum height.
- Correct typos regarding OS percentage (24.15 should be 23.92)
- Clarify verbiage regarding OS percentages
- Add the \$2000/unit math to the OS improvement page so it is easier to follow

H. Recommendation and Alternatives:

Staff recommends that the City Council discuss the application, conduct a public hearing and take public comment, and choose from the options below.

OPTION 1: APPROVAL

“Based upon the information and discussion tonight, I move to **approve** the Wildflower Village Plan Area 1 with the Findings and Conditions below:”

Findings

1. The application is consistent with the General Plan, as articulated in Section F of the staff report, which section is incorporated by reference herein.
2. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section G of the Staff report, which section is incorporated by reference herein.

Conditions:

1. All requirements of the City Engineer shall be met.
2. All requirements of the Public Works and Park departments shall be met.
3. The Village Plan shall be edited as directed by Staff to correct typos and provide clarification as outlined below:
 - a. Add a maximum number of development information signs that can be up at any one time so that not all predicted locations have signs at one time.
 - b. Clarify that the typical builder sign height graphic showing 12' is also referring to the maximum height.
 - c. Correct typos regarding OS percentage throughout the plan (24.15 should be 23.92)
 - d. Clarify verbiage regarding OS percentages
 - e. Add the \$2000/unit math to the OS improvement page so it is easier to follow
4. The Village Plan shall be edited as directed by the City Council:
 - a. _____
5. All other CP and Code requirements shall be met.
6. Additional conditions added by the Planning Commission:
 - a. Add sidewalk to both sides of the parkway on page S11-1, with the sidewalk inserted into the 12' park strip.
 - b. Signage shall be removed from the 30' entry feature; such signage may be replaced with the smaller monument sign.
 - c. Revise phase II language on page S14-33 traffic study.

OPTION 2: CONTINUANCE

The City Council may instead **continue** the request.

“I move to **continue** the Village Plan for Wildflower Area 1 to the [November 4, 2016] meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____.
2. _____.
3. _____.

OPTION 3: DENIAL

The City Council may instead choose to deny the application.

“Based upon the information and discussion tonight, I move to **deny** the Wildflower Village Plan Area 1 with the Finding(s) below:

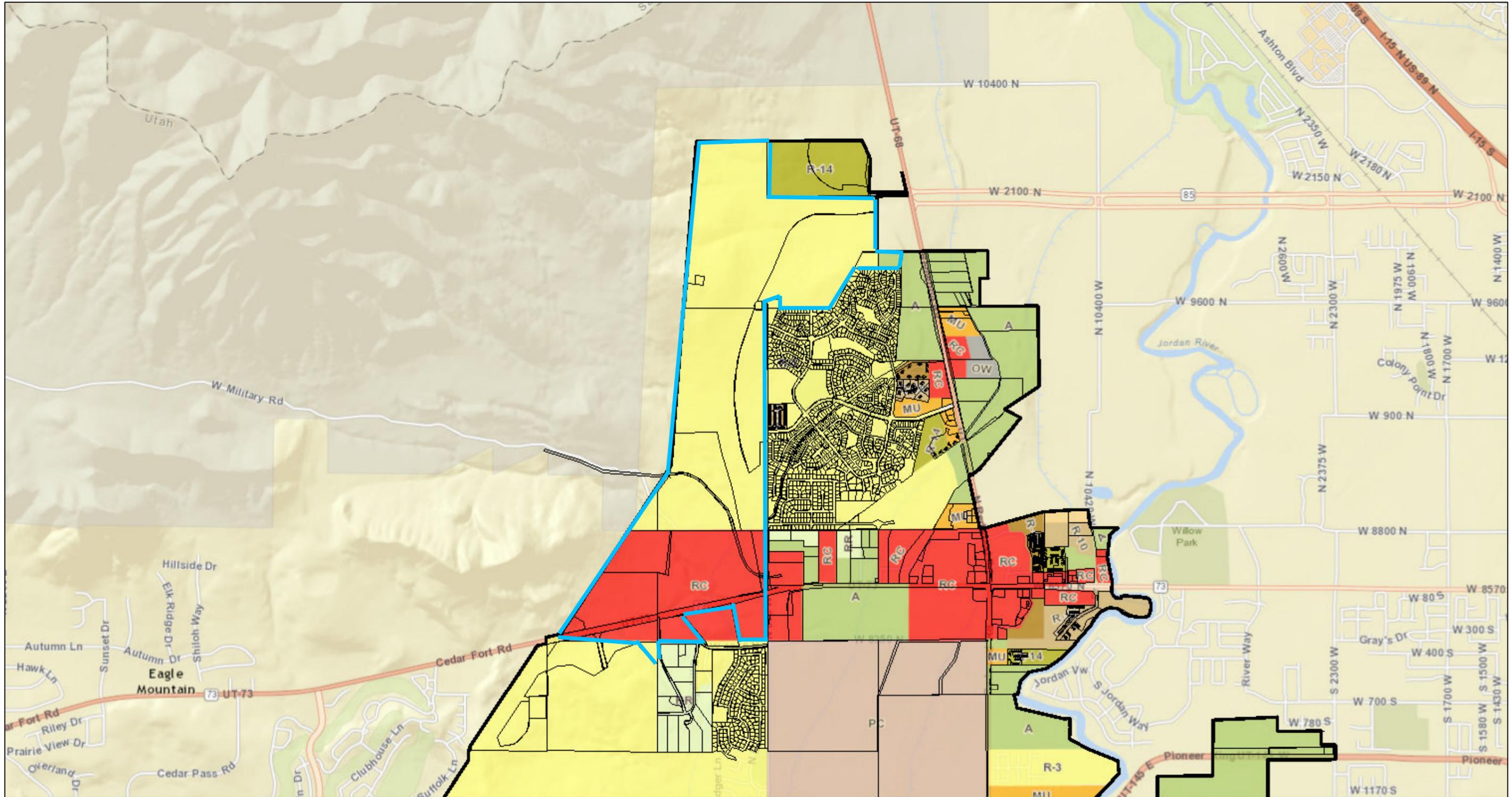
1. The application does not comply with Section 19.26 of the Development Code, as articulated by the City Council:
 - a. _____, or
2. The application does not comply with the Wildflower Community Plan, as articulated by the City Council:
 - a. _____, or
3. Any additional findings articulated by the City Council:
 - a. _____.

J. Exhibits:

1. Location Map (page 9)
 2. Approved CP Layout (page 10)
 3. Proposed VP Layout (pages 11-12)
 4. City Engineer Report (pages 13-14)
 5. Planning Commission Report of Action 9/22/2016 (pages 15-17)
 6. Draft Planning Commission Minutes 9/22/2016 (pages 18-21)
 7. Entire VP (pages 22-115)
- (also online at www.SaratogaSpringsCity.com/Planning under Pending Applications)

Zoning & Planning

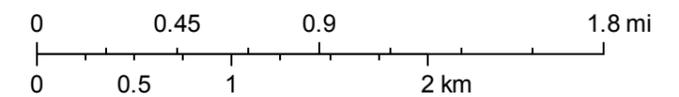
Exhibit 1 - Location Map



November 6, 2014

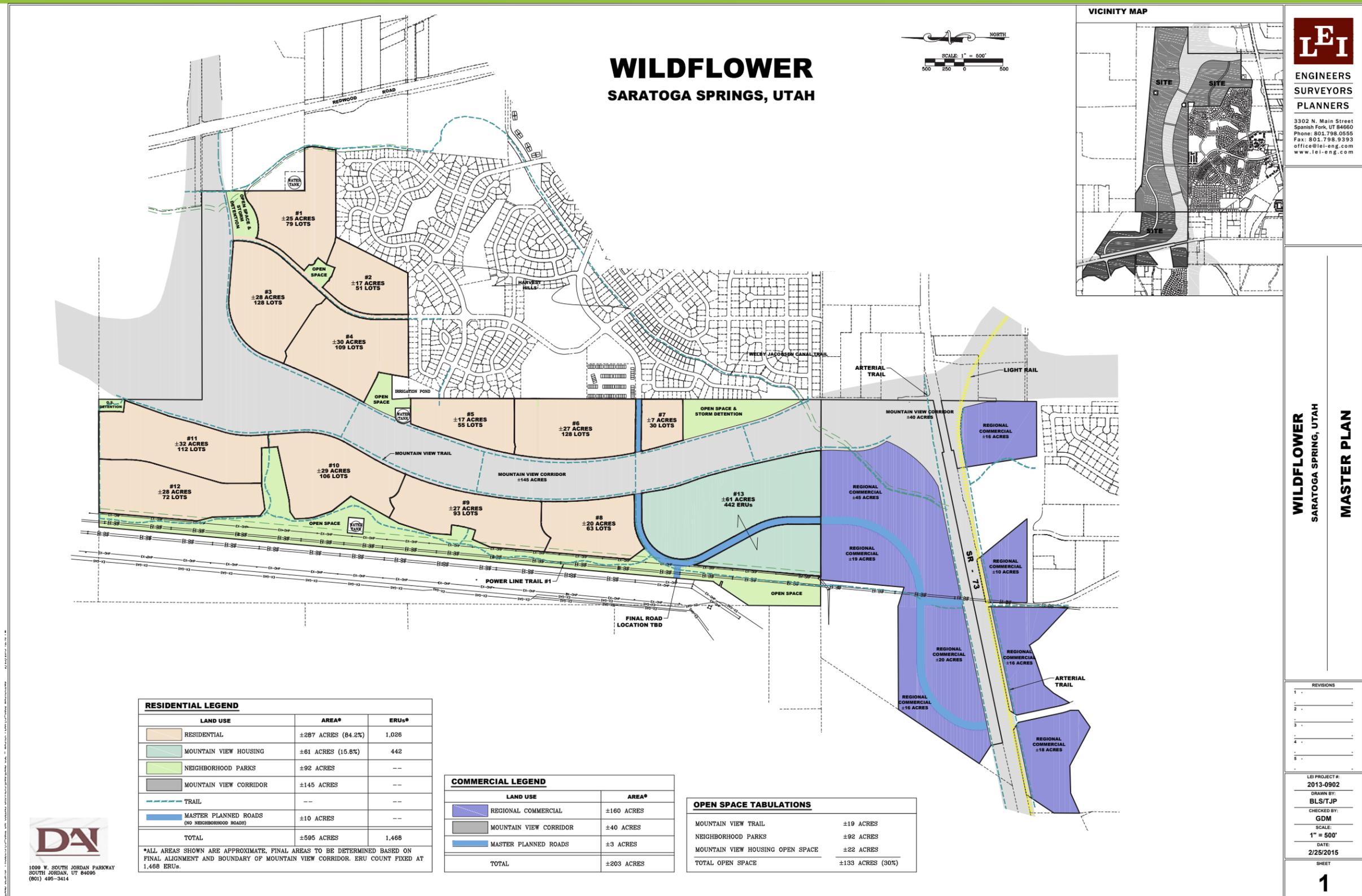
1:36,112

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

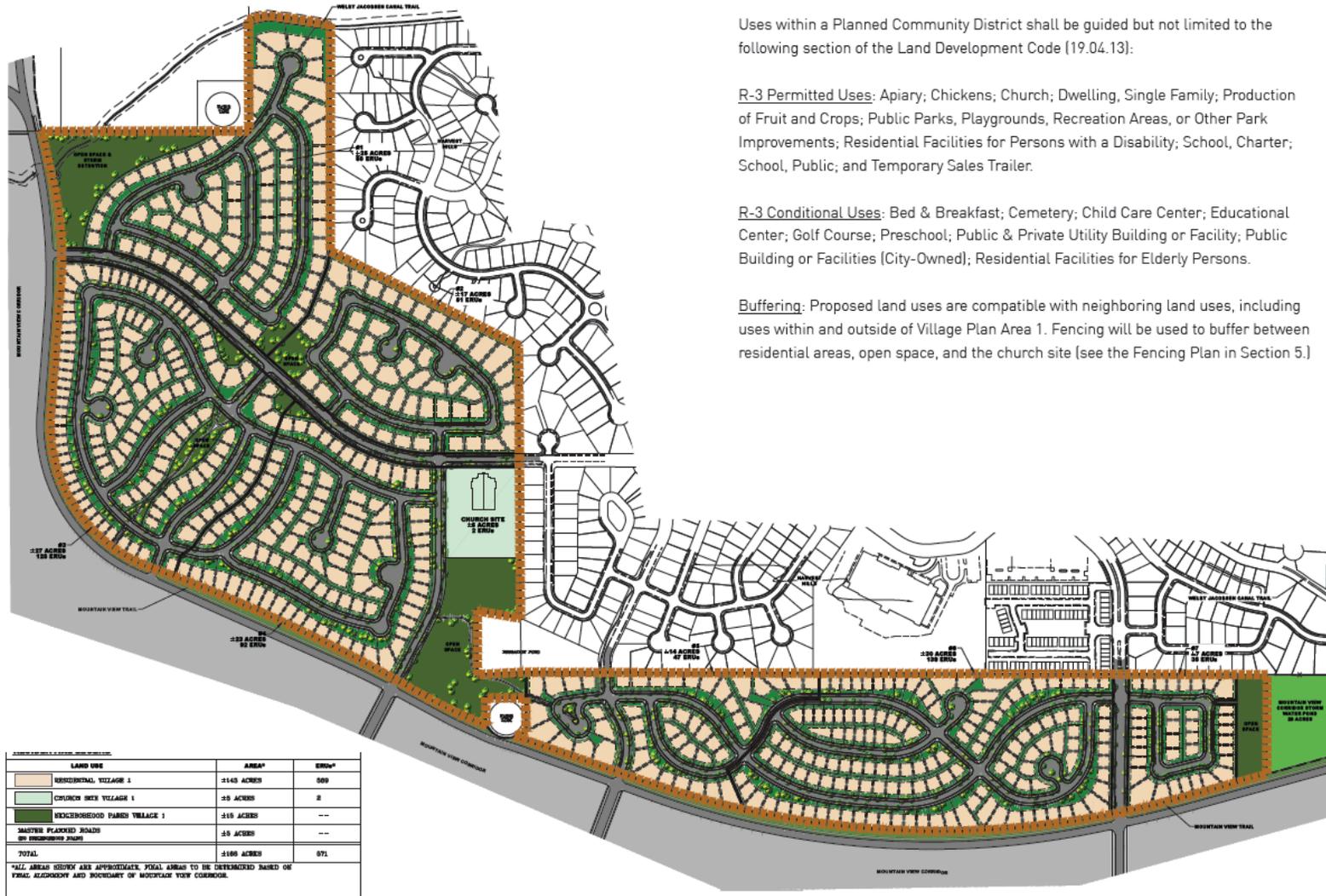


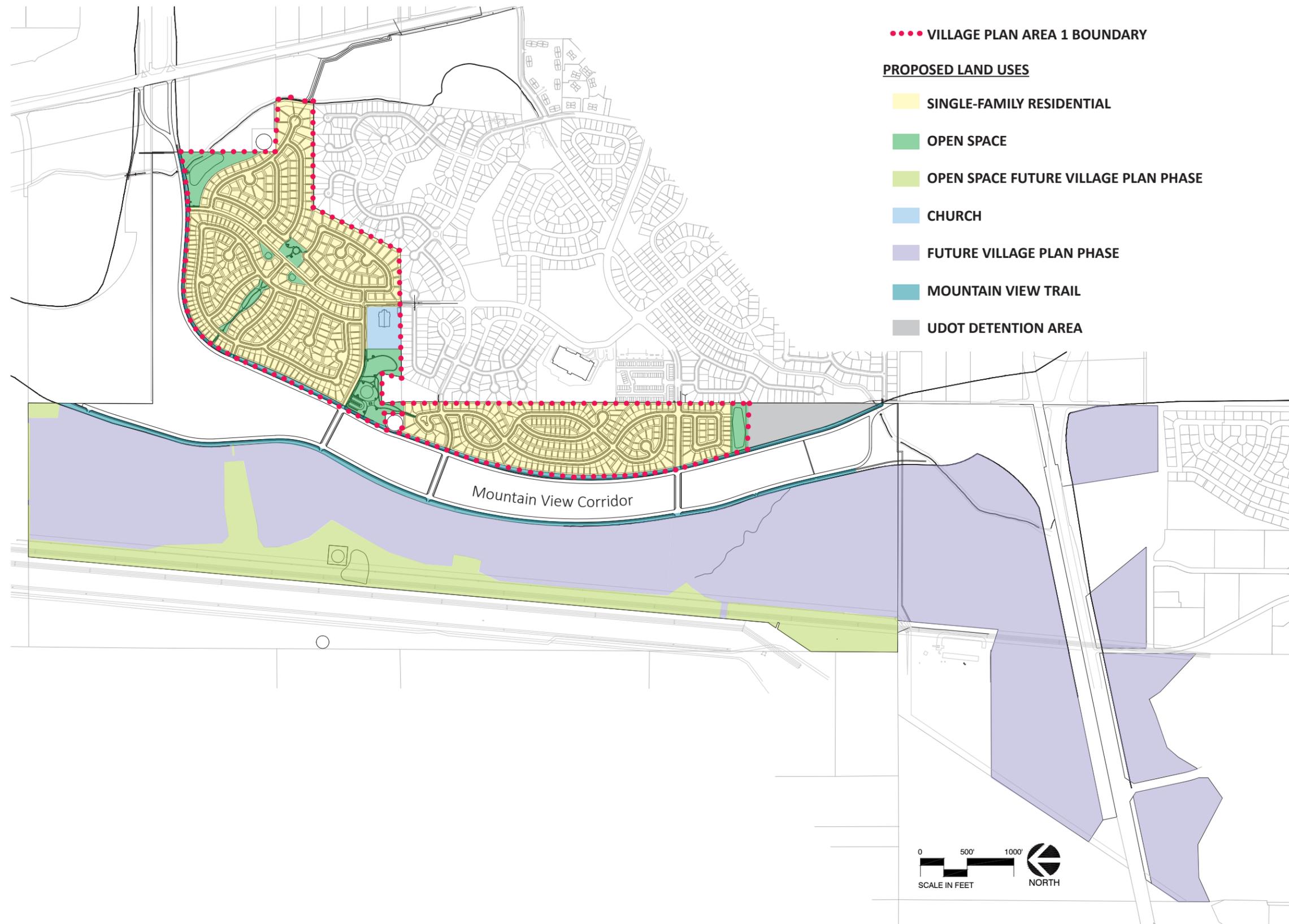
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT TWO: Land Use Master Plan



SECTION 2: Detailed Use Map





Planning Commission Staff Report

Author: Gordon Miner, City Engineer
Subject: Wildflower Village Plan
Date: September 8, 2016
Type of Item: Village Plan Approval



Description:

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

B. Background:

Applicant: Wildflower
Request: Village Plan Approval
Location: Area West of Harvest Village
Acreage: 175.4 acres

C. Recommendation: Staff recommends the approval of village plan subject to the following findings and conditions:

D. Conditions:

1. The project shall comply with the recommendations of the Traffic Impact Study from Hales Engineering.
2. Developer shall prepare and submit signed easements for all public facilities not located in the public right-of-way. Sewer and storm drains shall be provided with a minimum of 20' wide easements and water and irrigation lines a minimum of 10' wide easements centered on the facility. Utility lines may not be closer than 10' apart from each other or from any structure. Developer shall provide 12' paved access roads and 20' wide access easements to any location where access is required outside the ROW such as sewer or storm drain manholes.
3. Utilities including water, irrigation, sewer and storm drain and shall not be located within any lot residential lot boundary (except for laterals).
4. Lots shall not contain any sensitive lands; all sensitive lands must be placed in protected open space.
5. Open Space areas that will maintained by the City must be designed in accordance with City Standards and the City's Engineering Standards and Specifications.
6. Park strips less than 9' in width shall only be planted with trees appropriate for narrow areas and that will not damage the sidewalk as they grow
7. Project shall comply with the City's adopted Parks, Recreation, Trails, and Open Space Master Plan. Trail and open space designs shall comply with all City standards and

specifications.

8. Road names and coordinates shall comply with current city ordinances and standards.
9. Harvest Hills Blvd. shall be dedicated before Feb. 2017
10. A new culinary and secondary water source must be online before this development is allowed online.
11. An 8-in. culinary water connection is required through an easement out of the most eastern cul-de-sac #1 Primrose.
12. Developer shall update existing culinary pipe sizes to be accurate. The culinary pipe from tank 4 is 12" according to the City Masterplan and City GIS Map .
13. A 6-inch secondary water connection is required through an easement out of the most eastern cul-de-sac #1 Primrose.
14. The Zone 2 secondary water pipe network for Wildflower shall connect to the existing 14" pipe exiting from the east side of pond 6.
15. The proposed Zone 3 secondary pump station and transmission line to the Zone 3 pond must be placed on the North side of Pond 6.
16. The proposed Zone 3 proposed secondary pipe shall be sized appropriately to connect to the 6" existing pipes in Harvest Hills Blvd and Providence Dr.
17. The pipe network for the Zone 3 secondary system shall be displayed in its entirety for Village Plan Area 1, including points of connection to the proposed Zone 3 pond and points of connection to existing zone 3 piping.
18. On Sheet S10-9 the N4 sewer trunk line from the City's Sewer Masterplan shall be discussed in a note. The Technical Memorandum from Bowen & Collins mentions on page 5 "if the Aspen Hills Blvd and Golden Rod Way sewer mains are upgraded to accommodate future flows, it may be possible to eliminate the future N4 trunk line.
19. Provide a callout that the northeastern detention basin in Primrose is catching runoff from both watersheds upstream.
20. The canal shall be piped.
21. Show and label the runoff route for south detention basins. The overland runoff route shall convey the flood water to a stormwater facility (usually a street) and not flood homes.
22. Manage the runoff of the 100-yr. storm event.
23. Drainage into the canal shall not be permitted.
24. On the sheet titled "Capital Facility Upgrade Plan" include the following note, "This document is for reference only. The City's Capital Facilities Plan and Impact Fee Facilities Plans stand alone."
25. The Traffic Impact Study will be discussed and referenced on the Vehicular Plan sheet.
26. On the sheet titled "Vehicular Plan" indicate whether Wildflower will build Frontage Rd. If not, include a note that mentions the Frontage Rd. typical section is shown for illustrative purposes only and refer to UDOT for actual typical section.
27. Provide the following note on the Grading Plan sheet: "The grading contours are for illustrative purposes only. All grading will be subject to the City's final plat engineering design acceptance process."
28. In the Traffic Impact Study (pg. S 14-37), clarify improvements required for the Harvest Hills Blvd/Mountain View corridor intersection.

Saratoga Springs City
Planning Commission

Report of Action

<u>REQUEST FOR COUNCIL ACTION</u>	
Concept Discussion	_____
Preliminary Approval	_____
Final Approval	_____
For Discussion Only	_____
Site Plan	_____
Rezone	_____
Resolution	_____
Ordinance	_____
General Plan	_____ <u>X</u>
Code Amendment	_____ <u>X</u>
Plat Amendment	_____
Road Vacation	_____
Condition Use Permit	_____
Development Agmt.	_____
Other	_____

Meeting Date: September 22, 2016

ITEM #7. Wildflower Village Plan

Kirk Wilkins was present as Chair.

ACTION OF PLANNING COMMISSION

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

Positive Recommendation

STAFF PRESENTATION

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

- See Staff Report
- Also responded to the public comments

APPLICANT PRESENTATION

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

- No presentation
- Answered the public and Commission comments, see official minutes for details
- Agreed to make proposed sign an entry feature and remove signage

CONCERNS RAISED BY PUBLIC

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

- Questioned about timing and pricing of units; proposed square footages
- Questioned about impact to schools
- Questioned about construction access and traffic impacts
- Questioned about 1000 new homes and how to provide water to them?
- Concerns about people speeding through neighborhood and traffic safety
- Comment about lots near flag lot in NE of project, steep slopes so better as open space vs. lots
- Questions about "double dipping" on density

- Concerns about drainage, large grade changes
- Asked about number of connections into Harvest Hills
- Asked about phasing and which developments beginning
- Status of LDS church lot, if it is owned or approved by the church, and timing
- Concern over speeding through Aspen Hills and impacts, and how to address
- Asked about the timing of the MVC frontage road

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Ken Kilgore
 - Asked for clarification on the open space phasing and dedications
 - Supported Commissioner Steele’s recommendation to allow the separation of the sign from the ‘art’ so it can be considered a structure and not a sign exception
- Troy Cunningham
 - Supported the removal of signage from the entry feature
- David Funk
 - Asked for addition of sidewalk to both sides of street where graphic on S11-1 shows one
 - Expressed concerns over signage
- Brandon Mackay
 - Asked for clarification on connections across MVC to west side of MVC
 - Asked for clarification of pond (owned by City)
- Sandra Steele
 - Signs – limit to 20’ not 30’
 - Identified traffic study language issues on phasing
- Kirk Wilkins
 - Administrative decision, compliance with Code
 - Recommended that signs adhere as closely to City code as possible

MOTION

Commissioner Steele made the following motion:

“Based upon the information and discussion tonight, I move to forward a **positive** recommendation to the City Council for the Wildflower Village Plan Area 1 with the Findings and Conditions in the staff report with the addition of three changes in 6a, 6b, and 6c:”

Findings

1. The application is consistent with the General Plan, as articulated in Section F of the staff report, which section is incorporated by reference herein.
2. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section G of the Staff report, which section is incorporated by reference herein.

Conditions:

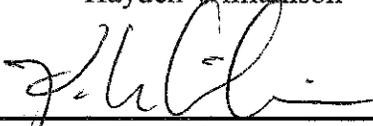
1. All requirements of the City Engineer shall be met.
2. All requirements of the Public Works and Park departments shall be met.

3. The Village Plan shall be edited as directed by Staff to correct typos and provide clarification as outlined below:
 - a. Add a maximum number of development information signs that can be up at any one time so that not all predicted locations have signs at one time.
 - b. Clarify that the typical builder sign height graphic showing 12' is also referring to the maximum height.
 - c. Correct typos regarding OS percentage throughout the plan (24.15 should be 23.92)
 - d. Clarify verbiage regarding OS percentages
 - e. Add the \$2000/unit math to the OS improvement page so it is easier to follow
4. The Village Plan shall be edited as directed by the Planning Commission:
 - a. _____
5. All other CP and Code requirements shall be met.
6. Any additional conditions articulated by the Planning Commission:
 - a. Add sidewalk to both sides of the parkway on page S11-1, with the sidewalk inserted into the 12' park strip.
 - b. Signage shall be removed from the 30' entry feature; such signage may be replaced with the smaller monument sign.
 - c. Revise phase II language on page S14-33 traffic study.

Commissioner Funk seconded the motion.

VOTE (6 TO 0)

Kirk Wilkins	AYE
Sandra Steele	AYE
Troy Cunningham	AYE
David Funk	AYE
Ken Kilgore	AYE
Brandon Mackay	AYE
Hayden Williamson	ABSENT



Saratoga Springs City Planning Commission - Chairman

****Official action of the Planning Commission on this item.****

Commissioner MacKay received clarification that the access road would be leading to S.R. 73. City Attorney Kevin Thurman noted they would like the connection to be across from Spring Hill Rd. for a light at the intersection. Commissioner MacKay asked if there were requirements in regards to mud and debris being tracked onto the State Road. City Attorney Kevin Thurman replied the highway authority would control that, SR 73 was a UDOT road.

Commissioner Steele asked that since this is already in our city if there has been any attempt to have them comply to the light ordinances. Planning Director Kimber Gabryszak said they have not had any incidences they are aware of; most activity is taking place adjacent in Eagle Mountain. Commissioner Steele asked what the timeline was and what happens if they don't build the road. City Attorney Kevin Thurman replied that it was within 3 years. If they aren't able to get those easements then they would go back to using Military Road. City Attorney Kevin Thurman noted the road and concerns over that are a separate agreement which has already been signed, this only concerns the zoning of the property. Commissioner Steele asked about line 17b; if we could take out the language of condominiums in the zone. City Attorney Kevin Thurman replied that they could if they felt it necessary. Brad Cahoon noted a few other spots where dwelling was mentioned. It was suggested to replace "condominium" and "dwelling" with "lot or unit."

Commissioner Wilkins summarized points of the discussion.

Motion made by Commissioner Funk to forward a positive recommendation for approval of the HADCO Rezone of ~40.99 acres from Agriculture to Industrial with the Findings and Conditions in the staff report dated September 8, 2016.

I also move to forward a positive recommendation to the City Council for the HADCO MDA, in generally the form outlined in Exhibit 2 and including necessary changes, with the Findings and Conditions in the staff report dated September 8, 2016. With the additional conditions of item 4a and 4b. Seconded by Commissioner Kilgore.

City Attorney Kevin Thurman noted the change needed on the date.

Commissioner Funk and Commissioner Kilgore approved the amendment to **correct the date to September 22, 2016.**

Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.

Additional conditions:

4.a. The uses in the Master Development Agreement shall include all conditional and permitted uses in the industrial zone.

4.b. Replace "condominium" and "dwelling" with "lot or unit" in the MDA.

7. Public Hearing: Wildflower Village Plan Area 1, located West & North of Harvest Hills and North of SR 73. Nathan Shipp, DAI Utah applicant.

Planning Director Kimber Gabryszak presented the application. The applicants have requested approval of the first Village Plan, subject to the requirements of the Community Plan and Section 19.26 of the Code, which governs the Planned Community (PC) zone. Village Plan 1 consists of approximately 168 acres, and proposes allocating 571 Equivalent Residential Units (ERUs), consisting of 569 single family units and two non-residential ERUs to be applied to a church site. The applicants are asking for a higher height of entry features but only two per community, maximum text height is lower than allowed at 5'2". Also additional entry features for individual neighborhoods and additional builder directional signs.

Nate Shipp, Mindy Dansie, and Brian Flamm with DAI were present to answer questions.

Public Hearing Open – by Commissioner Wilkins.

Heather Laugter wondered when they would start selling and what expected prices would be per sq. ft. for lots and homes and how it would impact the schools. She asked about access for construction for safety.

Ray Walker was concerned with water availability. He thinks we need to make sure our water supply is shored up before we bring in more people to the city. He feels the roads in Harvest Hills are too narrow and that the main thoroughfare may be unsafe.

Kevin Ballard was concerned about the topography and what will be done with some of the hills, also the timing of the phases. He is assuming UDOT paid some compensation and they are gaining some compensation for the units, and it may be double dipping.

Lia Gerke was concerned about drainage issues and water runoff control.

Ted Warren is asking if there are roads coming in through Harvest Hills, what will be developed first and when will they be built and does the church already own the property.

Jason Krull is concerned about the speed of traffic through Harvest Hills, has there been something considered to slow traffic. He also would like to know the timing of the phases. He asked when the frontage road would be coming in.

Public Hearing Closed – by Commissioner Wilkins.

Brian Flamm responded to questions. He wanted to start with changes from the previous work session. He noted they have changed to sidewalks on both sides of the roads leading up to the park. They took out the tree species that were requested. They confirmed the surfaces for the parks that have ADA equipment will be ADA compliant. They are open to make sure they select brands of equipment that will be good for the City and community. There is a master grading plan that will address the sensitive lands. With the single family homes, he noted Candlelight Homes would be building many of them, they would expect them to start in the high 2's likely up to 4's and 5's finished homes. There are many issues to complete yet but they hope to be selling next year at some point. The church is under contract for that property but until the Village Plan is approved they cannot purchase. They are working with Alpine District, who needs to wait on timing and funding. The overall Community Plan addresses school location. They are required to comply with engineering conditions regarding water issues before final approval. They are still working on water rights.

City Engineer Gordon Miner noted the developer will have to bring the source, storage, and distribution of the water. It will probably be upsizing, not only what they need to fill the demands of this subdivision but will upsize to help make the whole system more robust than it was before.

Brian Flamm noted they were very sensitive with the drainage and are working with Camp Williams and with canals and engineers and UDOT for a pond and hopefully this will resolve all the issues that have happened over time. There was language added to the traffic portion of the plan for traffic calming. The curvilinear design is a very good traffic calming design. They hope they can make sure all the traffic concerns are addressed. The access points to this neighborhood are 3 points out of Harvest Hills and a right to build a construction access down to Redwood Road. Timing on UDOT; they can't control when they build, they are told the funding for the frontage road on the east side of the corridor has been approved and they have told them next year, but it is not under our control. Planning Director Kimber Gabryszak responded to questions about calming the Harvest Hills neighborhood, the frontage road will help alleviate the load through the Harvest Hills Neighborhoods. Brian Flamm noted there will be final grading plans to each area to make sure they are not causing problems. The fine tuning has not been done but that will come with the plats.

Planning Director Kimber Gabryszak responded to question about number of units; it was based on the R3 zone. To take into account that there was compensation City Council approved about 2/12 units per acre, not 3. It was discussed and addressed throughout the process. Brian Flamm commented that the appraisals noted the amounts were justified, it was not double dipping. At this point the timing is contingent upon UDOT for when they get more firm roads and utilities designed, at this time they cannot commit which would be the first phase; although the LDS church is very interested to get going and will likely be in the first phase. Planning Director Kimber Gabryszak addressed the comments about water; each development in the city is required to bring water with them that ends up improving the whole system. There are also different zones all over the city, even though here may have been constraints in one area of the city that is not necessarily the case in all the areas. This area is adequately supplied.

Commissioner Kilgore asked what the open space situation was. Planning Director Kimber Gabryszak replied it is required to do 30% open space. They are allowed to get ahead, some of it will be drainage and along the corridor, that reduces the amount they need in the actual developments. They will not meet the 30% fully in each phase, they will compensate the remaining requirement on the west side of the subdivision. There are quite a few native areas with trails and other amenities. There will be a data table to track and keep a running total.

Commissioner Funk asked what the 5' parkway meant in their plans. Does that mean there are sidewalks along both sides; parkway doesn't say there is a sidewalk. Nate Shipp took note of where that concern was to correct it in the plans. Commissioner Funk noted that he would redraw it and make both sides similar, if they put the 5; sidewalk in on the 12' parkstrip they may have to change more, he doesn't want to limit them and have them make changes that would then change other things. Nate Shipp noted they still then had 7' for trees. They will be able to make it work out. Commissioner Funk did have a concern about the signs.

Commissioner Steele cannot support the 30 ft. entrance structure. She feels 20 ft. is plenty. Brian Flamm clarified that on the directional signs they want to avoid bootlegging. They don't want every single builder having 20 of their own signs all over the place. They want a standard sign for the builders to leave it uncluttered. The better they do with brand sites the better they do to avoid the bootleggers. Commissioner Steele commented that common sense may dictate how many were needed so she was not prepared tonight to say a specific number. Brian Flamm noted the differences in the signs they were requesting. He noted part of the reason for the height on the entrance is the hills; the freeway will be 60 ft. below grade. They want to make sure it's visible and want a high end good looking community. They feel proportionately it is good. The other alternative is to separate it as a purely entrance feature and not a sign. Commissioner Steele would agree with an art piece at 30 feet, but sign should stay within code. Brian said they were ok with that. Commissioner Steele asked if the traffic engineer was present, Jeremy Searle came forward to answer questions. She asked what was considered phase 1 because the trip generations were listed for phase 1 Jeremy clarified that the first part for phase 1 was correct, everything on the east side of Mountain View Corridor. The below line should just say for phase 2 (west side). Commissioner Steele commented that they need to change the wording on traffic study.

Commissioner MacKay asked what the connection points to the west side would be. Brian Flamm noted 3 connections, eventually UDOT will have to replace those with bridges. Commissioner MacKay noted the church and open space and received clarification of where the pond was located near them, it was City property.

Commissioner Wilkins asked what their ability was to make decisions on height of the signs. Planning Director Kimber Gabryszak explained the Community Plan allows them to make their own standards. You want to look at public benefit, and standards throughout their plan. You have the ability to give input to Council to say you would recommend them or not. Commissioner Wilkins noted there are few times the City Council has deviated from the code. His own recommendation for the signs is to adhere close to the

current City Code. Commissioner Kilgore and Commissioner Steele indicated that if they separate the sign from the artwork then it could be counted separate and not as a sign.

Nate Shipp asked about the Engineer condition for the road dedication to 2017. Gordon noted it was mainly to remind him, they need to talk about that more fully.

Motion made by Commissioner Steele that Based upon the information and discussion tonight, I move to forward a positive recommendation to the City Council for the Wildflower Village Plan Area 1 with the Findings and Conditions in the Staff Report. With the addition of 3 conditions: 6.a. add sidewalk to both sides of parkway on page S11-1, with the sidewalk inserted into the 12' parkstrip. 6. b. signage shall be removed from the 30' entry feature; such signage may be replaced with the smaller monument signs. 6. c. revise phase II language on page S14-33 traffic study. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.

8. Work Session: Code Amendments to Title 19.04, Mixed Waterfront and Buffer Overlay.

Planning Director Kimber Gabryszak noted that there is repetitive language throughout the code they are trying to clean up. We are looking at the desired outcome. We realized there are design standards in every chapter. The mixed waterfront has become mixed up in this and they are bringing in other things. She discussed some changes they are looking at with new code in Open Space.

Commissioner Wilkins had a question on sensitive lands; it used to say none would be calculated, it now says 50% will. Planning Director Kimber Gabryszak responded that in other communities it has been the result of developer challenges, the compromise is that they have been allowed to have densities calculated but a much lower rate, which helps avoid other challenges.

Commissioner Steele commented that the matrix didn't work so well, it needs to be simplified. Multifamily needs to have minimum width for alleyway. In 19.04. The multifamily with units per acre, they need to put "up to" so we have a way to say it's over impacting. City Attorney Kevin Thurman noted we need to be careful that it does not become a zone change. Commissioner Steele noted instances where it may look like entitlement. Planning Director Kimber Gabryszak thought we were fine because the code currently says maximum units. Commissioner Steele commented on the ADU Overlay, how will it work because not every area will be able to have the overlay. Planning Director Kimber Gabryszak noted that is pending depending on the ADU code as well. This is a place holder for now; we don't recommend having the overlay in the higher density zones. Commissioner Steele commented on R2-6 asked if the minimum is confusing with the R2-6 and should it be R2-8. Planning Director Kimber Gabryszak noted the changes for that section. Commissioner Steele noted a place where a 0' setback as long as there is a 10' sidewalk, is that if it faces the river, also on footprints, what if someone puts in a window box that goes over the footprint. City Planner Kara Knighton noted it is street side. They could put a note that you couldn't put anything that protrudes over the footprint. Commissioner Steele noted the table on mixed waterfront is confusing. City Planner Kara Knighton commented it is the incentive table. Commissioner Steele noted we don't want to get to so complicated that we don't understand it. It would be good to have it only able to be interpreted one way.

Commissioner Kilgore asked about the open space landscaping and requirement. City Planner Kara Knighton noted it's dependent upon the other sections of the code and how they go.

9. Approval of Minutes:

a. September 8, 2016

Motion made by Commissioner Funk to approve the minutes of September 8, 2016. Seconded by Commissioner Cunningham. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham. Motion passed 5 - 0. Abstain: Ken Kilgore.

VILLAGE PLAN AREA 1



August 16, 2016

DRAFT



WILDFLOWER

AT SARATOGA SPRINGS



VILLAGE PLAN

Prepared By:

DAI

Landmark Design

LEI

Hales Engineering

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SECTION 1: Legal Description



ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTION PREPARED FOR DAI Job No. 13-0902 (April 27, 2016)

VILLAGE PLAN LEGAL DESCRIPTION

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}11'02''W$ along the Quarter Section Line 3688.23 feet; thence $N89^{\circ}48'58''W$ 491.89 feet; thence $N15^{\circ}21'47''W$ 459.85 feet; thence along the arc of a 4440.00 foot radius curve to the right 2668.32 feet through a central angle of $34^{\circ}26'00''$ (chord: $N1^{\circ}51'13''E$ 2628.34 feet); thence $N19^{\circ}04'13''E$ 684.52 feet to the southerly line of that real property described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder; thence along said real property the following six (6) courses: $S18^{\circ}26'38''E$ 1.65 feet; thence $S25^{\circ}22'31''E$ 60.27 feet; thence $N89^{\circ}45'50''E$ 164.03 feet; thence $N0^{\circ}02'37''E$ 198.17 feet; thence $S89^{\circ}57'58''W$ 121.39 feet; thence $S64^{\circ}33'09''W$ 20.59 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: along the arc of a 3000.00 foot radius non-tangent curve to the right (radius bears: $S67^{\circ}52'05''E$) 409.38 feet through a central angle of $7^{\circ}49'07''$ (chord: $N26^{\circ}02'28''E$ 409.06 feet); thence along the arc of a 8140.00 foot radius curve to the left 1433.58 feet through a central angle of $10^{\circ}05'27''$ (chord: $N24^{\circ}54'18''E$ 1431.73 feet); thence along the arc of a 750.00 foot radius curve to the right 974.95 feet through a central angle of $74^{\circ}28'49''$ (chord: $N57^{\circ}06'00''E$ 907.74 feet); thence $S85^{\circ}39'35''E$ 665.49 feet; thence along the arc of a 1500.00 foot radius curve to the left 438.11 feet through a central angle of $16^{\circ}44'05''$ (chord: $N85^{\circ}58'22''E$ 436.56 feet); thence $N77^{\circ}36'20''E$ 298.85 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}05'10''E$ along the Section Line 1023.87 feet; thence $N89^{\circ}51'58''E$ 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: $S16^{\circ}33'17''E$ 43.07 feet; thence $S9^{\circ}58'30''E$ 53.91 feet; thence $S6^{\circ}37'28''W$ 103.89 feet; thence $S9^{\circ}27'03''W$ 107.43 feet; thence $S8^{\circ}32'21''W$ 53.31 feet; thence $S6^{\circ}29'17''W$ 48.17 feet; thence $N89^{\circ}58'51''W$ 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence $S26^{\circ}33'37''W$ along the westerly line of Plats "W & R/S", Harvest Hills Subdivisions 1040.70 feet; thence $S89^{\circ}36'29''W$ along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence $N9^{\circ}35'01''E$ 216.50 feet; thence West 315.47 feet; thence $S3^{\circ}19'17''E$ 215.67 feet to the point of beginning.

Contains: ±168.69 Acres

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

Note: Acreage in legal description varies from Community Plan. See exhibit on page S1-2.

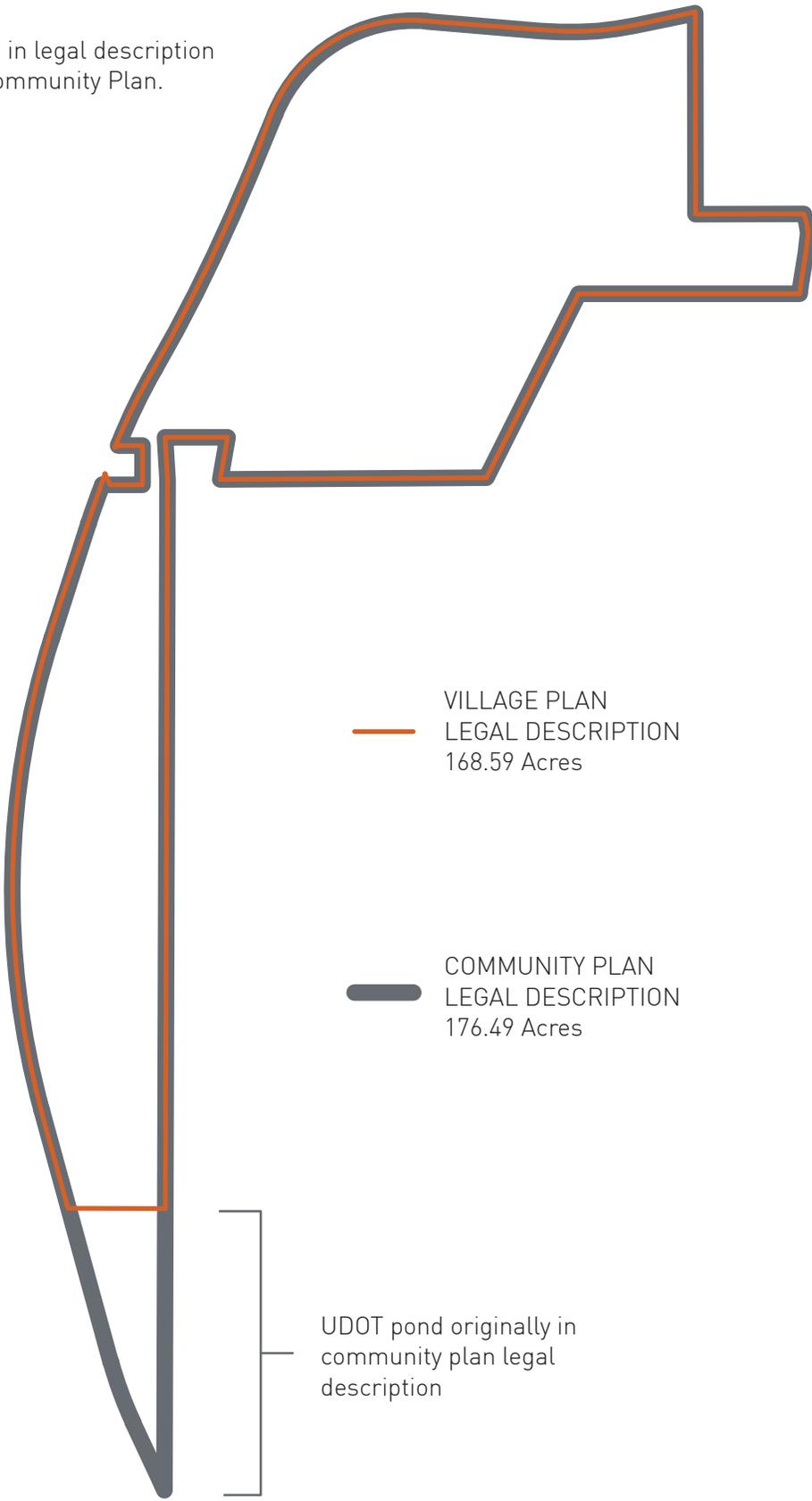
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☎ 801.495.2844 📠 801.495.2847
☎ 208.846.9600



Note: Acreage in legal description varies from Community Plan.





SECTION 2: Detailed Use Map



Uses within a Planned Community District shall be guided but not limited to the following section of the Land Development Code (19.04.13):

R-3 Permitted Uses: Apiary; Chickens; Church; Dwelling, Single Family; Production of Fruit and Crops; Public Parks, Playgrounds, Recreation Areas, or Other Park Improvements; Residential Facilities for Persons with a Disability; School, Charter; School, Public; and Temporary Sales Trailer.

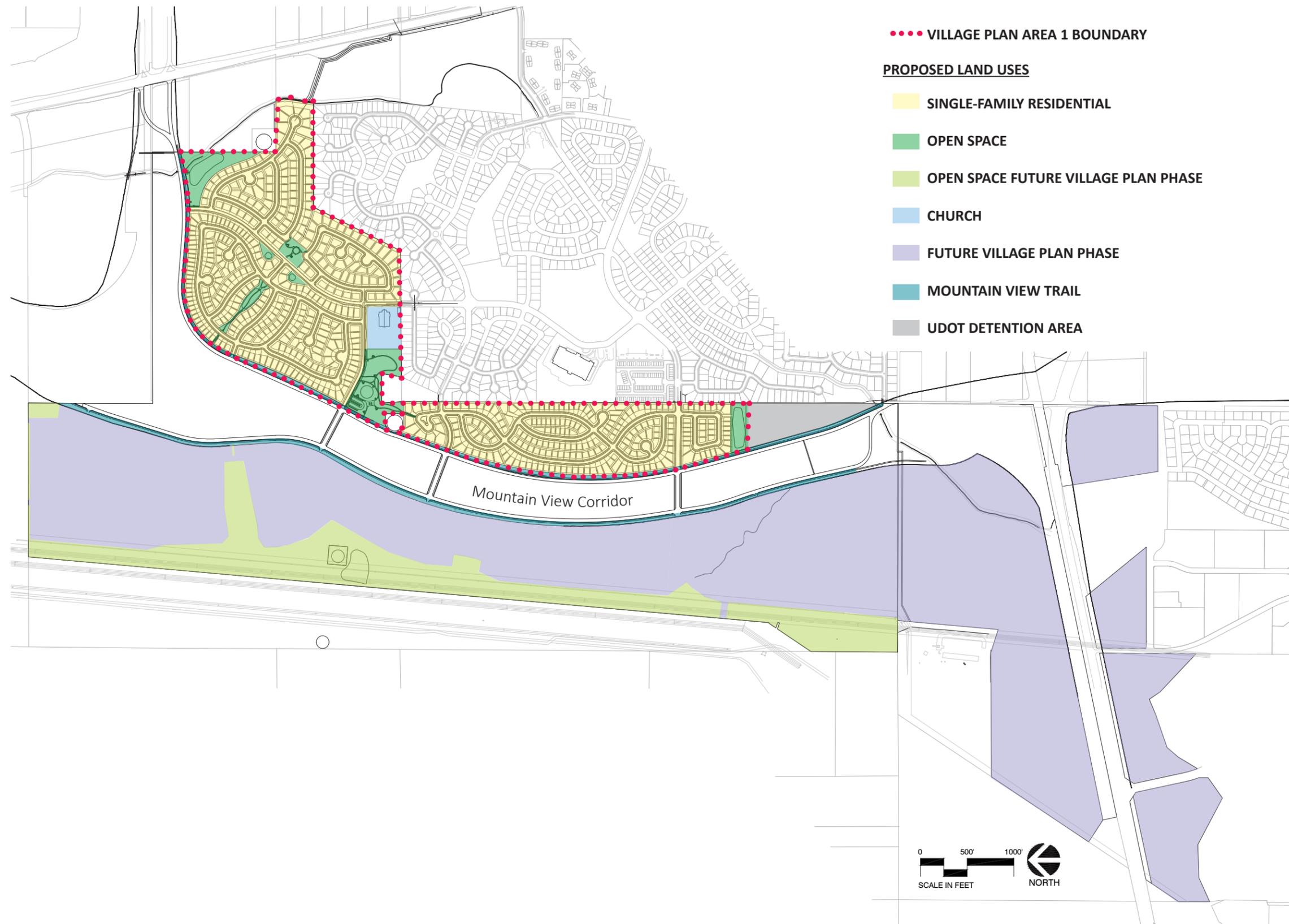
R-3 Conditional Uses: Bed & Breakfast; Cemetery; Child Care Center; Educational Center; Golf Course; Preschool; Public & Private Utility Building or Facility; Public Building or Facilities (City-Owned); Residential Facilities for Elderly Persons.

Buffering: Proposed land uses are compatible with neighboring land uses, including uses within and outside of Village Plan Area 1. Fencing will be used to buffer between residential areas, open space, and the church site (see the Fencing Plan in Section 5.)





SECTION 2 (cont'd): Detailed Use Map





SECTION 3: Detailed Buildout Allocation

The following information details the allocation of all acreage within Village Plan Area 1 (Refer to Phasing and Maintenance Plan in Section 7).

Area	Land Use	Acres	ERUs Assigned in the Community Plan	ERUs in Village Plan Area 1	Percent Change	ERUs/Gross Acre
Neighborhood 1	Single Family Residential	19.33	79	80	+1.0%	2.64
	Open Space	5.03				
	ROW	5.85				
Neighborhood 2	Single Family Residential	13.24	51	51	0%	2.84
	Open Space	0.68				
	ROW	4.03				
Neighborhood 3	Single Family Residential	19.93	128	125	-2.4%	4.44
	Open Space	1.67				
	ROW	6.56				
Neighborhood 4	Single Family Residential	17.55	109	94 (2 of these for the church)	-12.8%	2.71
	Open Space	6.39				
	Church	3.76				
	ROW	7.39				
Neighborhood 5	Single Family Residential	10.58	55	47	-14.6%	2.32
	Open Space	0.15				
	ROW	9.92				
Neighborhood 6	Single Family Residential	22.43	128	138	+7.8%	4.66
	ROW	7.16				
Neighborhood 7	Single Family Residential	5.71	30	36	+1.2%	3.77
	Open Space	1.82				
	ROW	2.01				
Village Plan Area 1	Master Planned Roads	4.57	N/A	N/A	N/A	N/A
Total ERUs Village Plan Area 1			580	571	-2.1%	

Note: See Lotting Plan for Neighborhood Breakdown in Section 8.

Future Population Projections

According to the City's Parks, Recreation, Trails, and Open Space Master Plan (2011), the average household size in Saratoga Springs is 4.05 persons. The total number of new housing units in Village Plan Area 1 is 571. Multiplying the number of new housing units by the average household size of 4.05 persons provides a future population projection of 2,316.6 for Village Plan Area 1.

Employment Levels

The land uses within Village Plan Area 1 are single family residential, open space, church, and right-of-way; therefore no employment will be provided in Village Plan Area 1.



SECTION 4: Development Standards

Building Form — Single Family Residential

Disclaimer: If any requirements in the Development Standards conflict with City or State Codes, the City or State codes take precedence over the Development Standards.

BUILDING CONFIGURATION	
Number of Bldgs. per Lot	1 + outbuilding
Height — Principal Building	35' maximum height measured at vertical distance from established finished grade surface at the building wall to the mean highest level between eaves and ridge for gable, hip, or gambrel roofs.
Height — Outbuilding	Equal to or less than 20 feet
Lot Coverage	50% maximum
Lot Frontage	45' minimum measured at front setback
Lot Size	Varies by neighborhood (see S8-1). Minimum lot size on corner lots shall be increased by 10%
SETBACKS — SINGLE FAMILY DWELLINGS	
Front Yard*	15' minimum
Front Access Garage	20' minimum (to garage)
Side Access Garage	24' minimum (subject to standard driveway approach widths)
Rear Yard	10' minimum
Side Yard*	Varies by lot size measured at front setback (see Section 8-1)
Corner Front Yard	15' minimum
Corner Front & Side Access Garages	20' minimum
Corner Side Yard Facing Street	15' minimum
SETBACKS — ACCESSORY STRUCTURES REQUIRING A BUILDING PERMIT	
Front Yard	Same as principal building
Side Yard	5' minimum
Rear Yard	5' minimum

- * All subdivisions in Wildflower Village Plan 1 that utilize a 15' front setback shall be required to include a note placed on the plat as notification that proper buffering shall be required to meet Questar Gas Standards. Failure to meet proper buffering between the private utilities and public right-of-way may result in additional setback requirements and/or removal of foundations to meet this requirement.



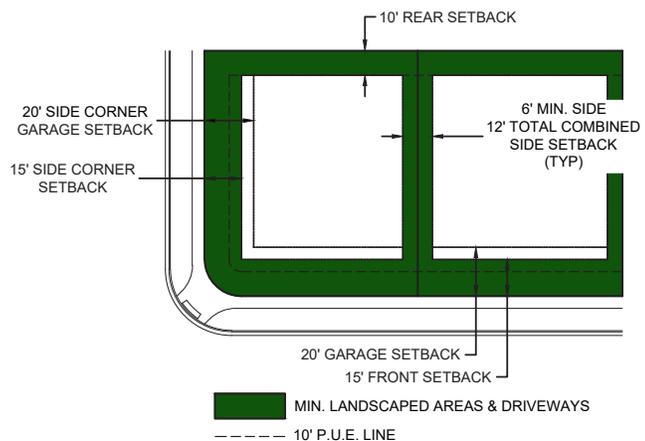
SECTION 4: Development Standards (cont'd)

Building Form — Single Family Residential

Neighborhood 1 - Primrose



Building Setback Detail



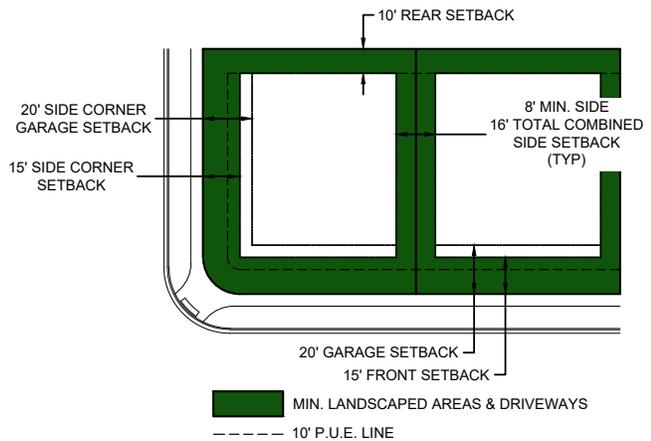
SECTION 4: Development Standards (cont'd)

Building Form — Single Family Residential

Neighborhood 2 - Primrose



Building Setback Detail



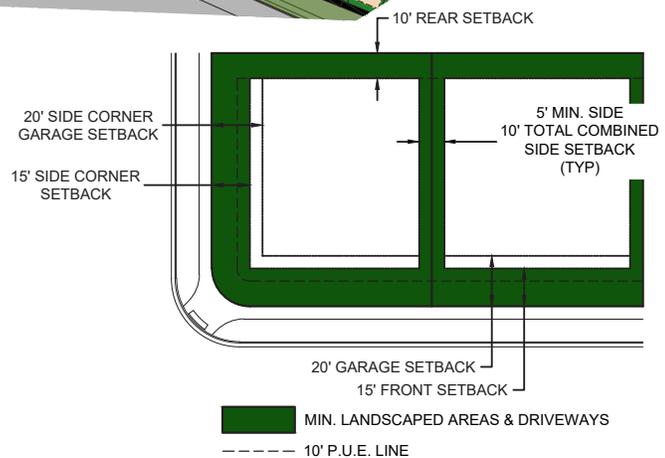
SECTION 4: Development Standards (cont'd)

Building Form — Single Family Residential

Neighborhood 3 - Sego Lily



Building Setback Detail



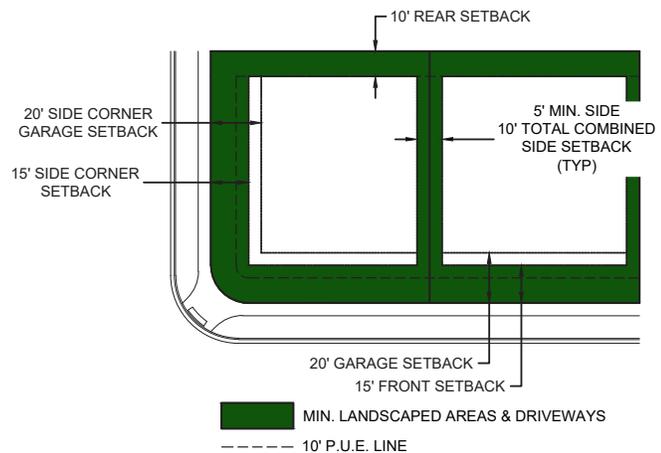
SECTION 4: Development Standards (cont'd)

Building Form — Single Family Residential

Neighborhood 4 - Segó Lily



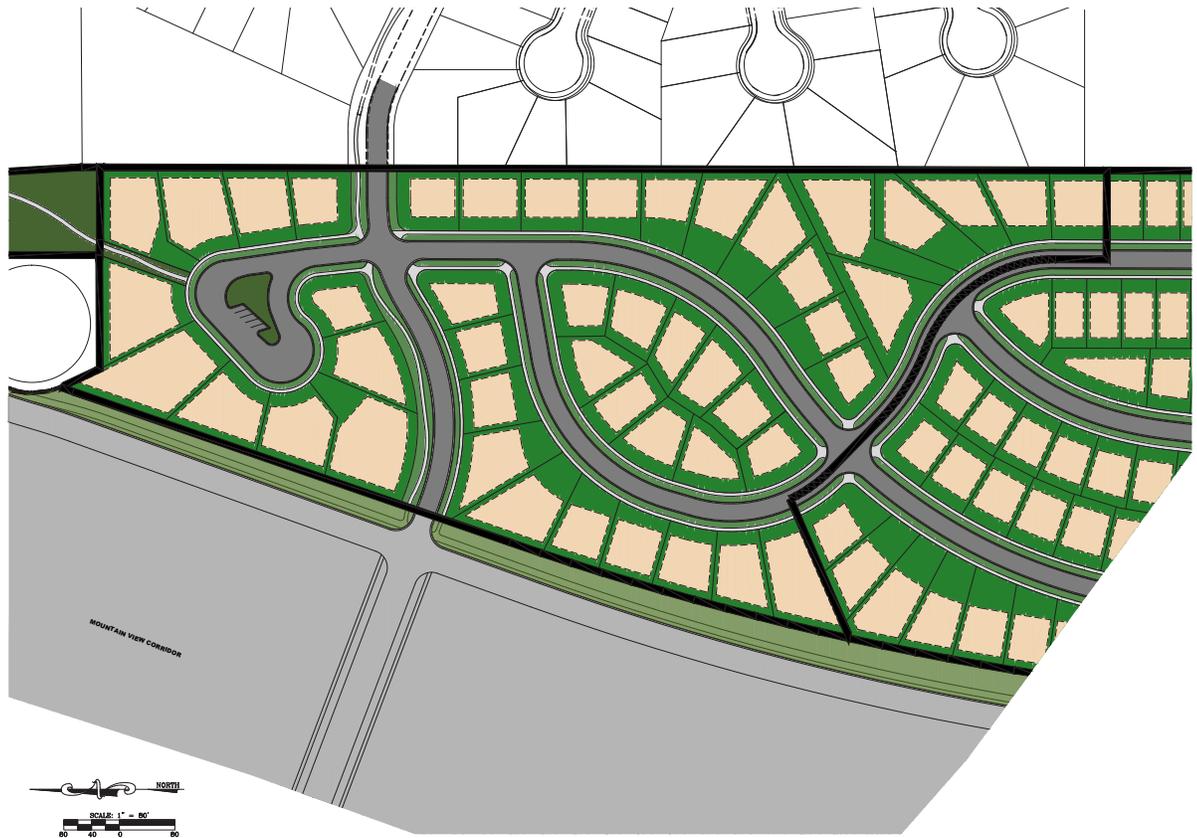
Building Setback Detail



SECTION 4: Development Standards (cont'd)

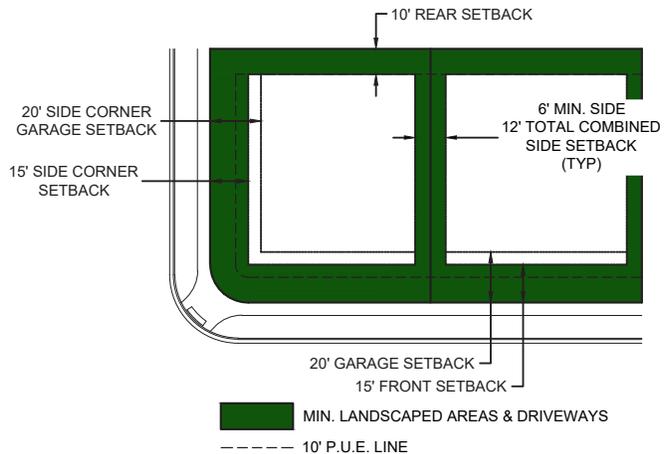
Building Form — Single Family Residential

Neighborhood 5 - Daisy



Note: The landscaped island and parking area associated with it are subject to change or deletion.

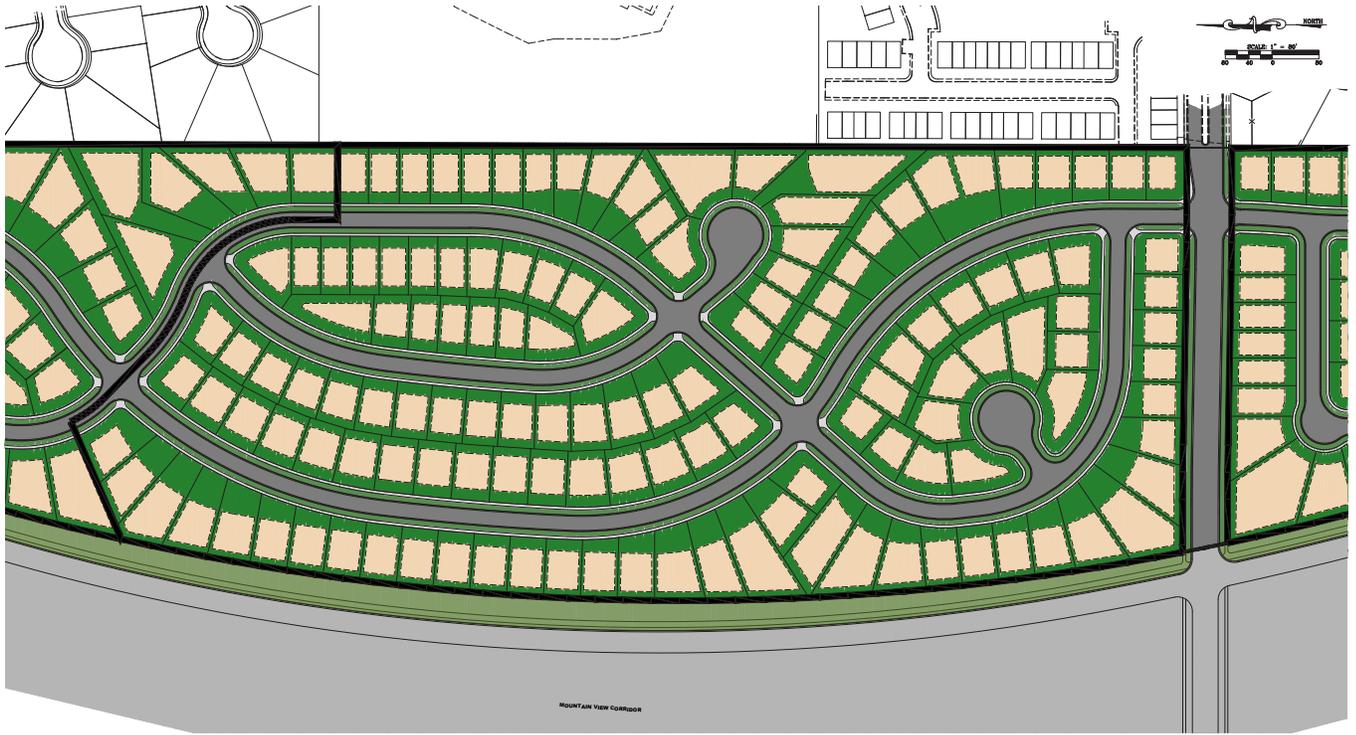
Building Setback Detail



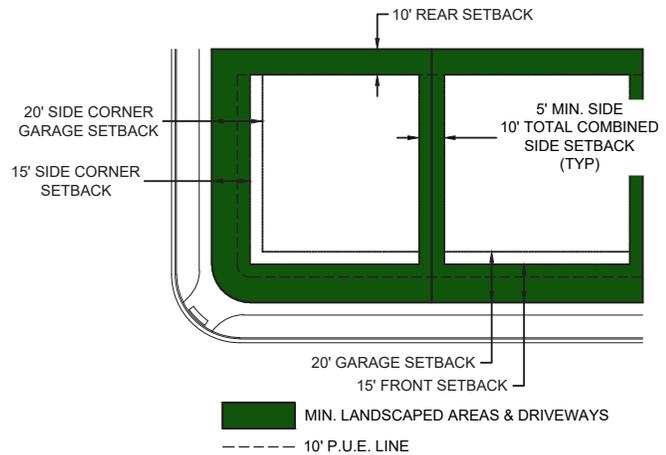
SECTION 4: Development Standards (cont'd)

Building Form — Single Family Residential

Neighborhood 6 - Daisy



Building Setback Detail



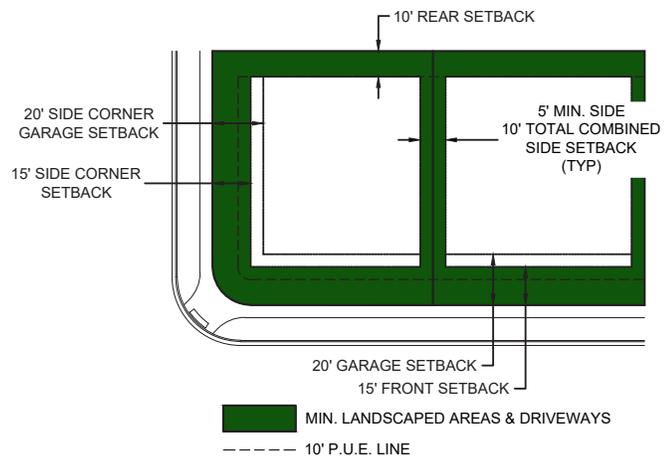
SECTION 4: Development Standards (cont'd)

Building Form — Single Family Residential

Neighborhood 7 - Wild Rose

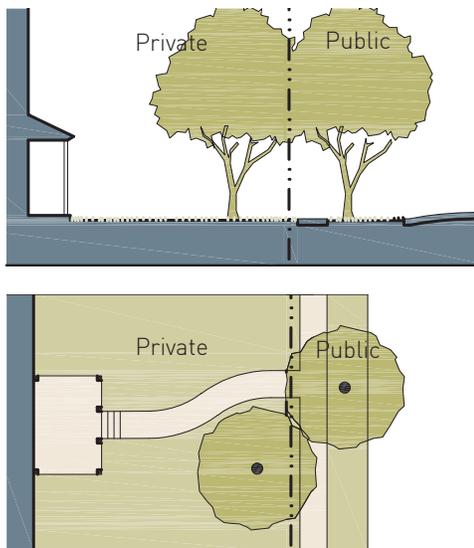


Building Setback Detail



SECTION 4: Development Standards (cont'd)

Private Open Space — Single Family Residential



* Lawn, patio, and garden areas are subject to approval by the Wildflower Design Review Committee (WDR).

PRIVATE YARD*	
Permitted Elements	Front Yard: Fences, hedges, & masonry walls (4' max. height/3' max. height inside clear-view triangle); outdoor furniture to stay within porch. Rear & Side Yard: 6' fences.
Surface Treatments	Groundcover, lawn, trees, flower gardens, vegetable gardens, & small shrubs. Stone mulch limited use with approval of WDR. Landscape boulders are allowed. Artificial turf not allowed in front yard.
Special Requirements	Fences, hedges, & walls must be parallel with facade of principal building or placed along the front lot line.
Decks	Decks may not extend into setback. Deck must stay within the setbacks as described above.
Schedule	All residential lots in single family areas shall have the front yard and side yards landscaped within one year, and interior side and back yards within two years after receiving a certificate of occupancy. Please reference City Code "Section 19.06.05 Completion of Landscape Improvements; Adequate Assurances" for exceptions to this requirement due to weather conditions.

Parking — Single Family Residential

Two off-street parking spaces are required per single family residential unit. Driveways for single family residential units meet this requirement. Please reference City Code "Section 19.12.06 General Subdivision Improvement Requirements" for standards on garages and covered parking.

Subdivision Access — Single Family Residential

Two separate means of vehicular access onto a collector or arterial road shall be required whenever the total number of dwelling units exceeds fifty. Please reference "Section 19.12.06 General Subdivision Improvement Requirements" for standards on placement and exceptions to this requirement.



SECTION 5: Design Guidelines

Architecture Materials

The architectural standards presented in this Village Plan document are meant to govern the selection of building material and color scheme. The matrix below contains the potential building materials and how they can be used on the included home elevations. Materials are not limited to the details below. Additional materials may be introduced once approved by the WDRC. New materials to be introduced must maintain a high level of quality similar to the products listed below, and must be shown to be appropriate to a specified architectural style.

		ARCHITECTURAL STYLES				
		Prairie	Craftsman	Farmhouse	Utah Traditional	European
EXTERIOR MATERIALS	Composite Siding	*	*	*	*	*
	Stone / Brick	*	*	*	*	*
	Stone / Brick Not Required*	*	*	*		
	Stucco	*	*	*	*	*
	Architectural Asphalt Shingles	*	*	*	*	*
	Gable Returns				*	*
	Metal Roofing	*	*	*		
	Main Body Low Pitched Roofs (Under 6/12–18" Minimum Overhang)	*	*	*		
	Exposed Rafter Tails	*	*	*		*
	Shutters	*		*	*	*
	Arched Windows				*	*

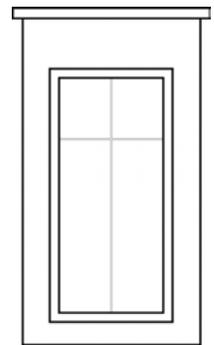


SECTION 5: Design Guidelines (cont'd)

Craftsman Elevation

The Craftsman Style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, “high-style” interpretations can be found in various locations and are sometimes called “stick houses.” The following features identify a Craftsman style home:

- » Lap siding, board and batten, and shake and shingle exteriors with limited use of stucco
- » Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
- » Exposed rafter tails under eaves
- » Decorative corbels and braces
- » Front porches with possible extensions to the side and rear of the home
- » Porch supports (columns/pillars) that are typically rectangular or tapered (not round) with masonry bases. All columns/pillars to be a minimum of 12 inches square.
- » Large roof overhangs (typically 18 to 24 inches wide)
- » Window grids
- » Heavy, thick fascia
- » Single-hung and double casement windows
- » Exposed, decorative beams
- » Garage windows



Window and Door
Casing and Trim





SECTION 5: Design Guidelines (cont'd)

Farmhouse Elevation

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures, yet provided a place of pride to entertain important relatives and live their lives in some comfort. Today, there is a growing interest in a simple, back-to-basics lifestyle. The American Farmhouse symbolizes that ideal, and it gives today's homeowners a tangible and sentimental connection to the nation's history. The following features identify a Farmhouse style home:

- » Simple, single or double column porch supports (columns/pillars)
- » Simple, rectangular floor plan
- » Dormers
- » Large, and often wrap-around, porches
- » Window grids
- » Large flat surfaces of board and batten on front elevation (typically 1.5 to 2 stories tall)
- » Low roof pitches above porches (typically 3/12 to 5/12)
- » Steeper roof pitches recommended on all other roofs, often as steep as 10/12 to 12/12
- » Gable-style roofs (not hipped)
- » Dormers (gabled and shed dormers are appropriate)
- » Taller, more narrow windows
- » White or light-colored exterior colors (strongly recommended)
- » Dark or colored windows are common





Farmhouse Examples



SECTION 5: Design Guidelines (cont'd)

European Elevation

The Wildflower European style combines an old world and romantic charm with modern elements. This style of home showcases many European influences such as Italian influence, Tudor style design cues, Mediterranean floor plans and Spanish home designs; the European style can easily range in size to fit each individual family's needs. These homes are characterized by medium to steep roof pitches, detailed entrances, hip roof forms, arched openings and shutters. Unique elements such as multi-paneled windows of varying sizes, spacious living areas and high ceilings create the unique blend of comfort and refinement. The following features identify a European style home:

- » Moderate to high roof pitches
- » Hip roof forms
- » Arched or square openings
- » Decorative front porches
- » Shutters





European Examples



SECTION 5: Design Guidelines (cont'd)

Prairie Elevation

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space and a rhythm of vertical and horizontal planes. The following features identify a Prairie style home:

- » Low roof pitches (4/12-6/12)
- » Large modern-style windows (typically without grids)
- » Overhanging eaves, 18" to 24" recommended (Note: Eaves must be fire rated if less than 5 feet from property line)
- » Horizontal, clean lines in the detailing
- » Lap siding or stucco with masonry details
- » Open floor plans
- » Wide, rectangular columns/pillars
- » Prominent low chimneys
- » Brick as needed for masonry elements

The following features are often incorporated into traditional Prairie style homes in order to add a contemporary feel:

- » Large, tall windows
- » Modern, glass panel front door and garage
- » Wide front door (42 inches wide or larger)





Prairie Examples



SECTION 5: Design Guidelines (cont'd)

Utah Traditional Elevation

Traditional Utah architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a certain sameness from community to community. The following features identify a Utah Traditional home:

- » Roof pitches (6/12 and greater)
- » Hipped and gabled roofs are common
- » Shutters
- » Masonry (brick or stone)
- » Body materials of siding or stucco
- » Gable returns
- » Arched windows, front doors, and garages
- » Use of copper or other metal on small roof elements
- » Bay or boxed windows
- » Wide front door (42 inches wide or larger)





Utah Traditional Examples



SECTION 5: Design Guidelines (cont'd)

Exterior Color Schemes

All exterior colors will be compatible with the architectural style of each dwelling. Bright artificial colors such as pastels, neons, fluorescents, etc will not be allowed.

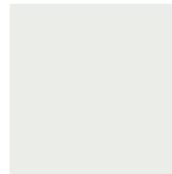
Color is a critical element for creating the ambiance of the overall community. A well-designed color palette should be based on natural elements. Appropriate use of color will bring unity to each neighborhood and help establish a sense of community. Additional colors may be added upon approval by the WDRC.



EXAMPLE COLORS - 01



Front Door
Manufacturer:
Kwal
Color:
Raccoon CL3176N



Soffit, Fascia, Trim
Manufacturer:
Hardie Color Plus
Color:
Arctic White

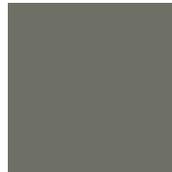


Hardie - Color 1
Manufacturer:
Hardie Color Plus
Color:
Boothbay Blue

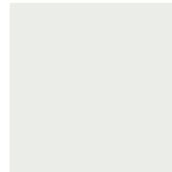


Hardie - Color 2
Manufacturer:
Hardie Color Plus
Color:
Sandstone Beige

EXAMPLE COLORS - 02



Front Door
Manufacturer:
Kwal
Color:
Jumpsuit CL2986A



Soffit, Fascia, Trim
Manufacturer:
Hardie Color Plus
Color:
Arctic White

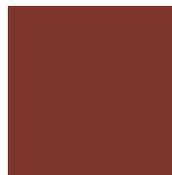


Hardie - Color 1
Manufacturer:
Hardie Color Plus
Color:
Heathered Moss

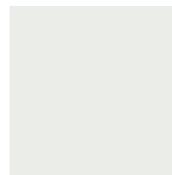


Hardie - Color 2
Manufacturer:
Hardie Color Plus
Color:
Sandstone Beige

EXAMPLE COLORS - 03



Front Door
Manufacturer:
Sherwin Williams
Color:
Fireweed SW6328



Soffit, Fascia, Trim
Manufacturer:
Hardie Color Plus
Color:
Arctic White



Hardie - Color 1
Manufacturer:
Hardie Color Plus
Color:
Timber Bark



Hardie - Color 2
Manufacturer:
Hardie Color Plus
Color:
Sandstone Beige



Native Regional Suitability

The color palette established for Wildflower has been based on the native flowers found at Wildflower and the surrounding area as well as a variety of hues found in the landscape. Approved colors include native and natural tones found in the Utah landscape, including earth tones and colors indicative of mountainous and prairie settlements.

Stylistic Appropriateness

The colors used at Wildflower should reflect the architectural styles being offered at Wildflower. Fewer colors are typically more appropriate than incorporating a large variety of colors on individual buildings. This keeps homes from distracting from the overall ambiance of the community.

Community Cohesiveness

The relationship of colors between neighboring homes is critical when selecting the palette for each building facade. A sense of flow is created by balancing building elements, which have similar tones across many buildings, yet incorporate a variety of color elements, making each home unique.

Main Body and Trim

Color schemes for Wildflower may have a softer contrast between the main body and trim colors for a more subtle appearance. Alternatively, some homes may have a stronger contrast between the main body and trim colors.

Roofing Colors and Materials

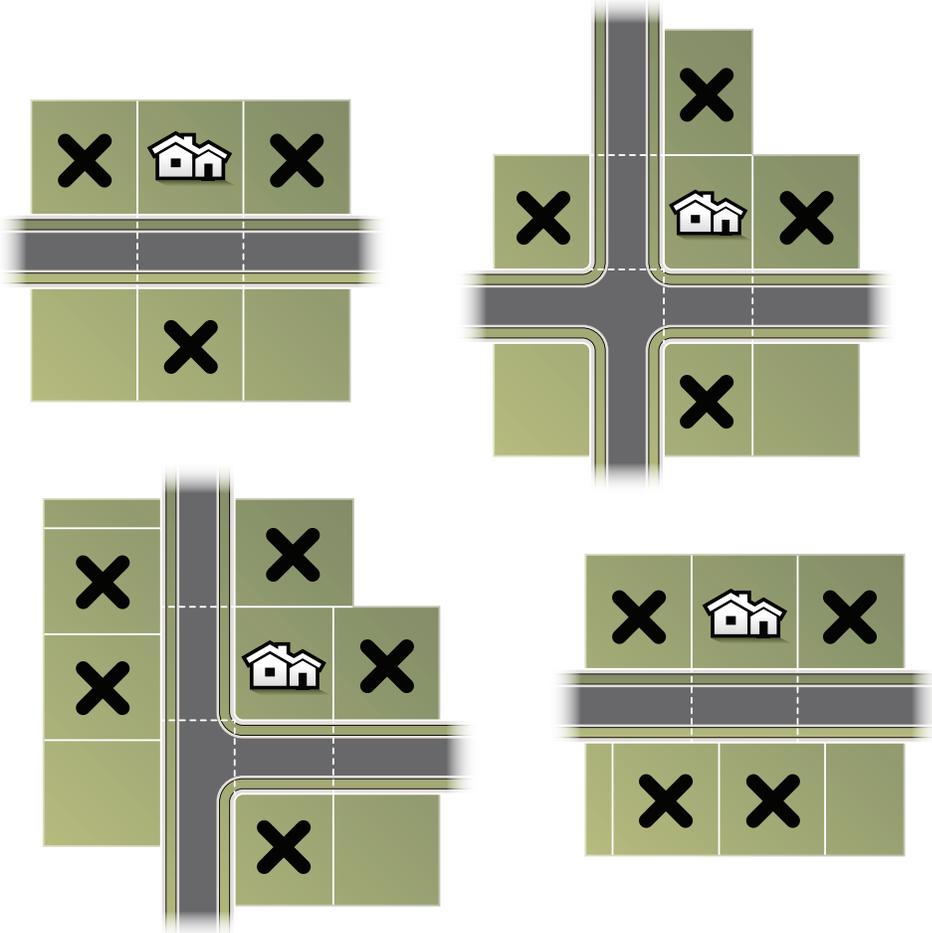
It is especially important to consider color variation with roofing materials in order to encourage diversity and architectural interest in each neighborhood and throughout the community.

Architectural Diversity

Adjacent homes or homes directly across a street from each other may not share the same elevation or the same color scheme. Refer to exhibit on page S5-14.

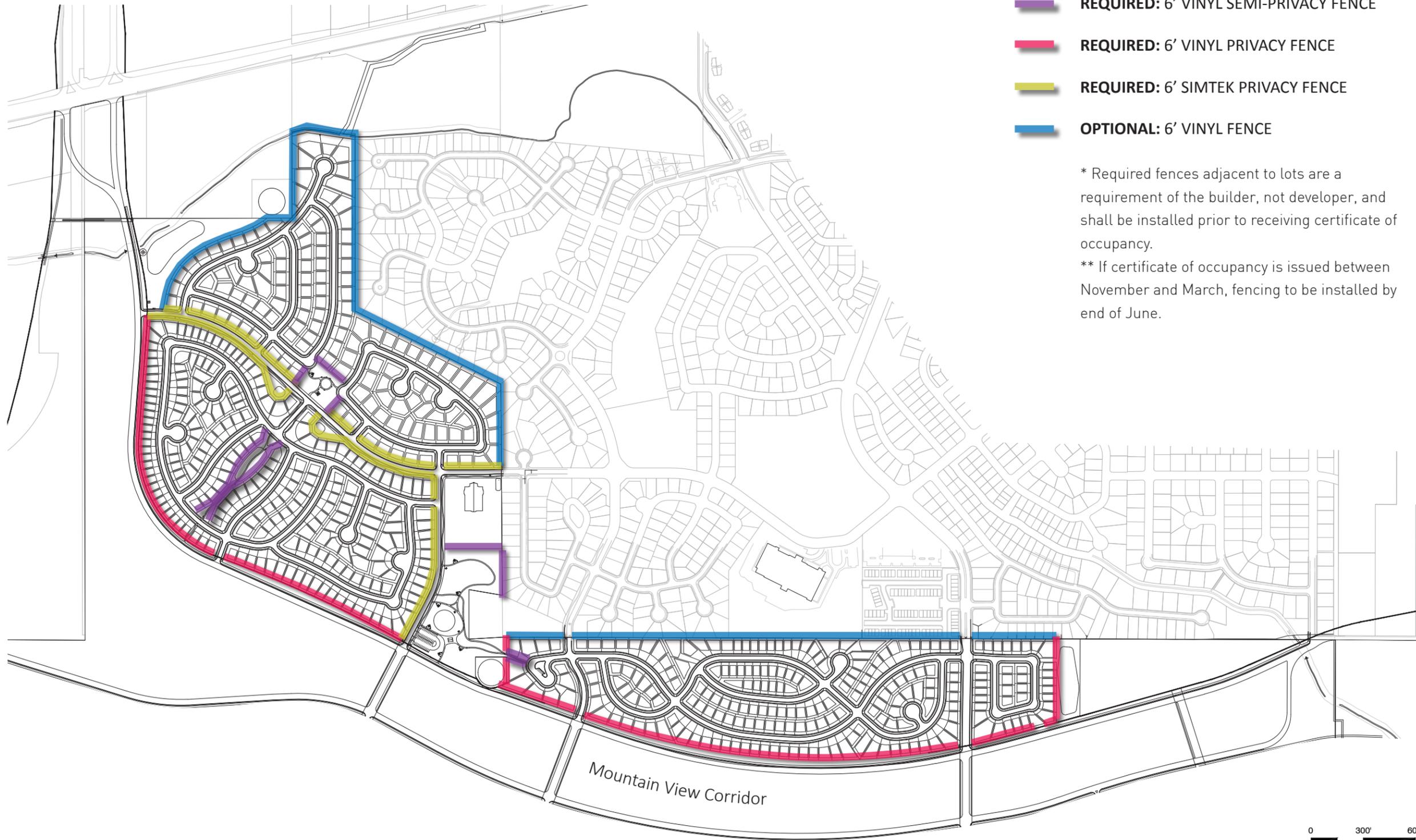


Limitation on Repetition of Design and Color





SECTION 5a: Fencing Plan



-  **REQUIRED: 6' VINYL SEMI-PRIVACY FENCE**
-  **REQUIRED: 6' VINYL PRIVACY FENCE**
-  **REQUIRED: 6' SIMTEK PRIVACY FENCE**
-  **OPTIONAL: 6' VINYL FENCE**

* Required fences adjacent to lots are a requirement of the builder, not developer, and shall be installed prior to receiving certificate of occupancy.
** If certificate of occupancy is issued between November and March, fencing to be installed by end of June.



SECTION 5: Design Guidelines (cont'd)

Fence Type Examples

6' Vinyl Semi-Privacy Fence*



6' Vinyl Privacy Fence



6' SimTek Privacy Fence



*Openings in semi-privacy fence to match the City standard of 1-inch.



SECTION 6: Associations

Home Owners Associations

In accordance with section 19.26.03,2,d of the Planned Community Zone ordinance, a Master Home Owners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Wildflower Community. Where required, typically in multi-family areas in later phases, sub-HOAs will be established to address area-specific costs.

Wildflower Design Review Committee (WDRC)

In order to create, maintain and improve the Project as a pleasant, desirable and sustainable community, and to establish and implement a consistent and harmonious design concept and to protect and promote the present and future values of Wildflower Development, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within Village Plan Area 1 shall be subject to a Design Review Process and approval by the established Wildflower Development Review Committee (WDRC).

The WDRC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The WDRC shall consist of representatives from the following: the Master Developer and a selected team of design professionals, i.e. planners, engineers, architects, contractors, etc. The Master Developer shall retain the right to retain or replace members of the WDRC at its discretion.



SECTION 7: Phasing & Maintenance Plan

Phasing

As indicated on page 15 in the Wildflower Community Plan, Wildflower Village Plan Area 1 is the first phase for the Wildflower at Saratoga Springs development. Preliminary phasing for Village Plan Area 1 is shown on the Phase Plan on the following page, including open space. Phasing for open space in future village plan areas shown in the Detailed Use Plan in Section 3 will be determined at the corresponding Village Plan stage.

Maintenance

Maintenance for all common open space areas within Wildflower Village Plan Area 1, including park strips, private parks, and developed and natural open space, will be provided by the Master Homeowners Association (HOA) described in Section 6 of this Village Plan. Any open space where ownership is transferred to the City for use as a City Park will be maintained by the City of Saratoga Springs.

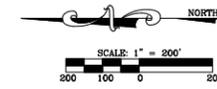




SECTION 7a: Phasing Plan

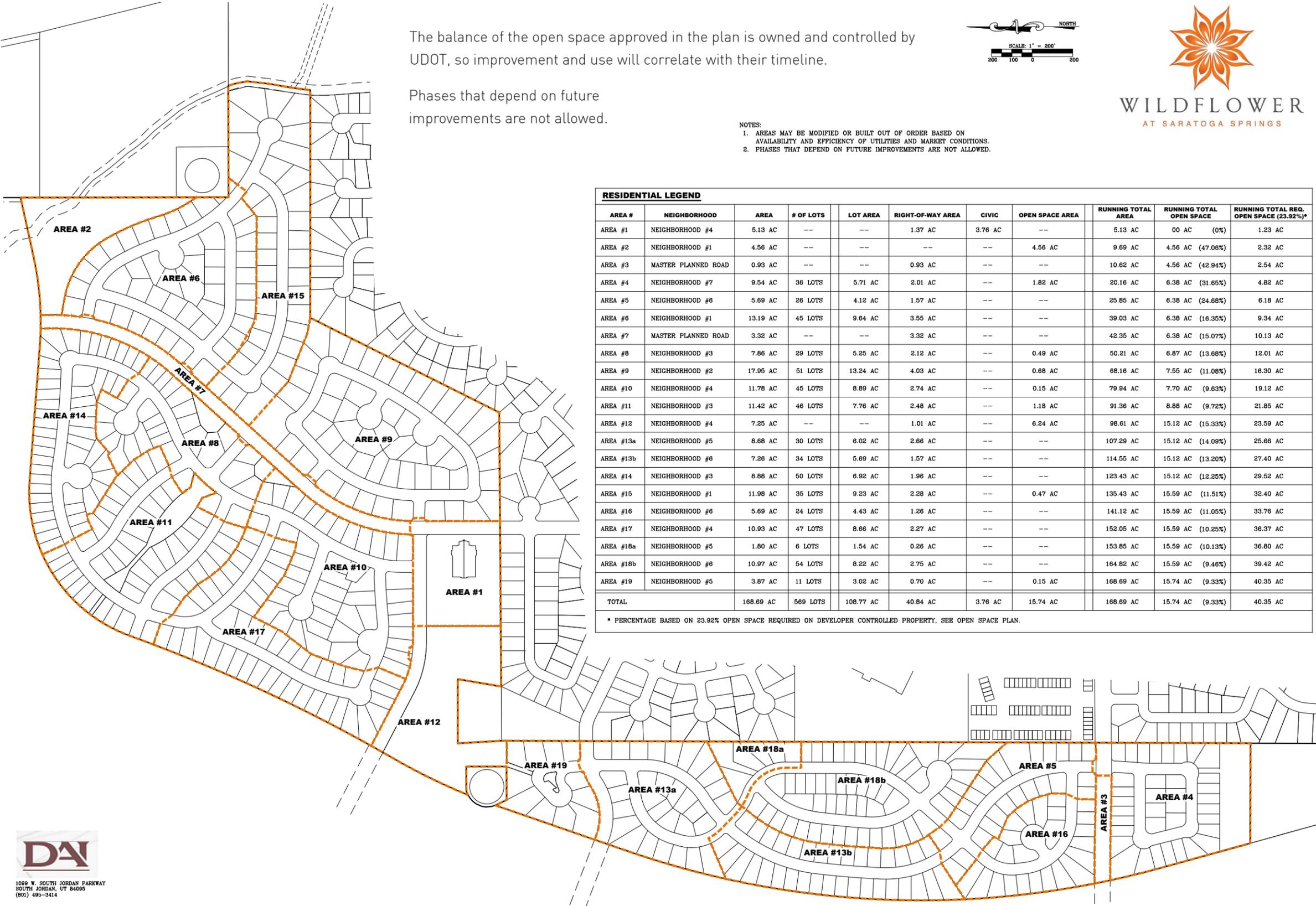
The balance of the open space approved in the plan is owned and controlled by UDOT, so improvement and use will correlate with their timeline.

Phases that depend on future improvements are not allowed.



WILDFLOWER
AT SARATOGA SPRINGS

- NOTES:
1. AREAS MAY BE MODIFIED OR BUILT OUT OF ORDER BASED ON AVAILABILITY AND EFFICIENCY OF UTILITIES AND MARKET CONDITIONS.
 2. PHASES THAT DEPEND ON FUTURE IMPROVEMENTS ARE NOT ALLOWED.



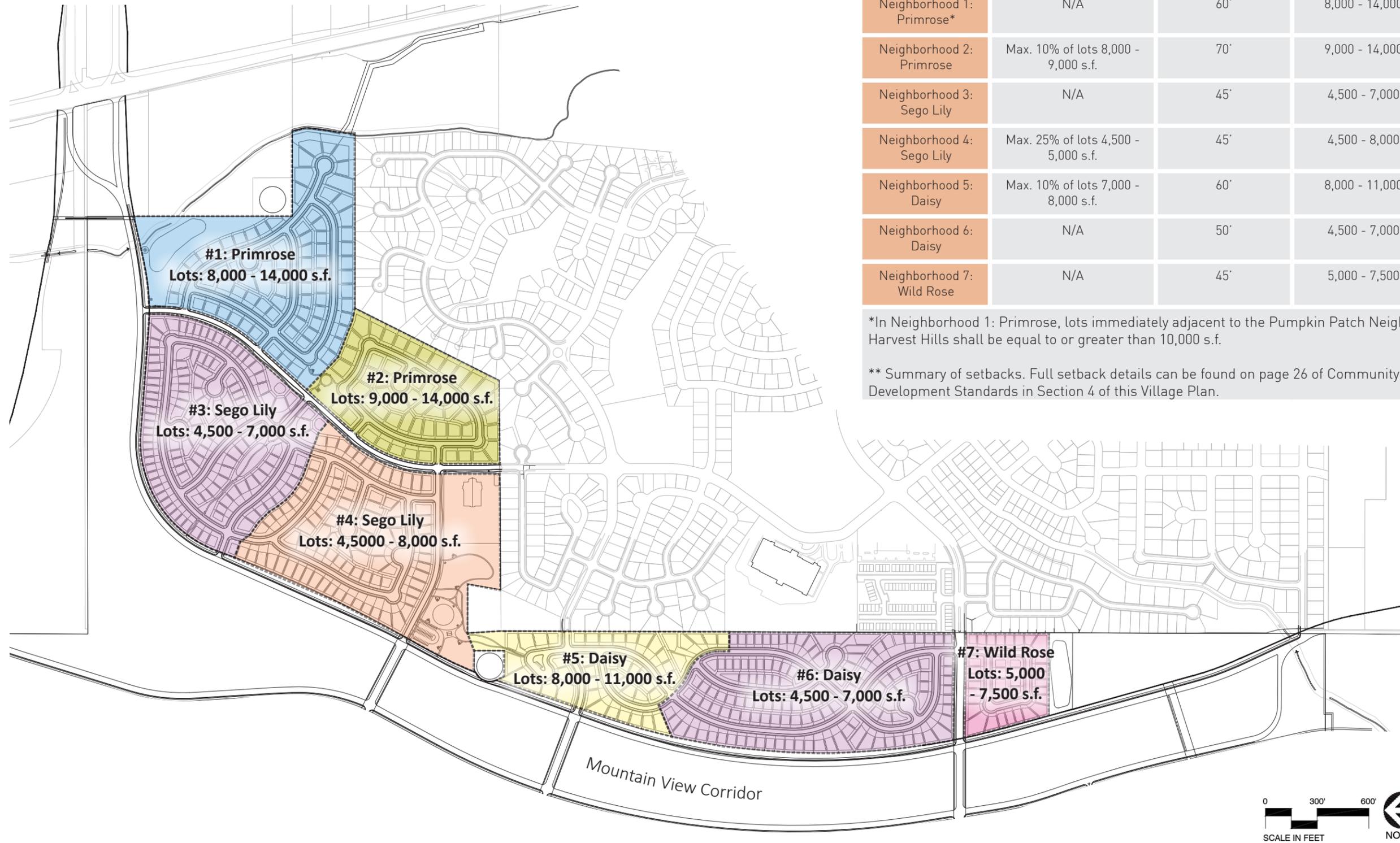
RESIDENTIAL LEGEND										
AREA #	NEIGHBORHOOD	AREA	# OF LOTS	LOT AREA	RIGHT-OF-WAY AREA	CIVIC	OPEN SPACE AREA	RUNNING TOTAL AREA	RUNNING TOTAL OPEN SPACE	RUNNING TOTAL REQ. OPEN SPACE (23.92%)*
AREA #1	NEIGHBORHOOD #4	5.13 AC	--	--	1.37 AC	3.76 AC	--	5.13 AC	00 AC (0%)	1.23 AC
AREA #2	NEIGHBORHOOD #1	4.56 AC	--	--	--	--	4.56 AC	9.69 AC	4.56 AC (47.06%)	2.32 AC
AREA #3	MASTER PLANNED ROAD	0.93 AC	--	--	0.93 AC	--	--	10.62 AC	4.56 AC (42.94%)	2.54 AC
AREA #4	NEIGHBORHOOD #7	9.54 AC	36 LOTS	5.71 AC	2.01 AC	--	1.82 AC	20.16 AC	6.38 AC (31.65%)	4.82 AC
AREA #5	NEIGHBORHOOD #6	5.69 AC	26 LOTS	4.12 AC	1.57 AC	--	--	25.85 AC	6.38 AC (24.68%)	6.18 AC
AREA #6	NEIGHBORHOOD #1	13.19 AC	45 LOTS	9.64 AC	3.55 AC	--	--	39.03 AC	6.38 AC (16.35%)	9.34 AC
AREA #7	MASTER PLANNED ROAD	3.32 AC	--	--	3.32 AC	--	--	42.35 AC	6.38 AC (15.07%)	10.13 AC
AREA #8	NEIGHBORHOOD #3	7.86 AC	29 LOTS	5.25 AC	2.12 AC	--	0.49 AC	50.21 AC	6.87 AC (13.68%)	12.01 AC
AREA #9	NEIGHBORHOOD #2	17.95 AC	51 LOTS	13.24 AC	4.03 AC	--	0.68 AC	68.16 AC	7.55 AC (11.08%)	16.30 AC
AREA #10	NEIGHBORHOOD #4	11.78 AC	45 LOTS	8.89 AC	2.74 AC	--	0.15 AC	79.94 AC	7.70 AC (9.63%)	19.12 AC
AREA #11	NEIGHBORHOOD #3	11.42 AC	46 LOTS	7.76 AC	2.48 AC	--	1.18 AC	91.36 AC	8.88 AC (9.72%)	21.85 AC
AREA #12	NEIGHBORHOOD #4	7.25 AC	--	--	1.01 AC	--	6.24 AC	98.61 AC	15.12 AC (15.33%)	23.59 AC
AREA #13a	NEIGHBORHOOD #5	8.86 AC	30 LOTS	6.02 AC	2.86 AC	--	--	107.29 AC	15.12 AC (14.09%)	25.86 AC
AREA #13b	NEIGHBORHOOD #6	7.26 AC	34 LOTS	5.69 AC	1.57 AC	--	--	114.55 AC	15.12 AC (13.20%)	27.40 AC
AREA #14	NEIGHBORHOOD #3	8.86 AC	50 LOTS	6.92 AC	1.96 AC	--	--	123.43 AC	15.12 AC (12.25%)	29.52 AC
AREA #15	NEIGHBORHOOD #1	11.98 AC	35 LOTS	9.23 AC	2.28 AC	--	0.47 AC	135.43 AC	15.59 AC (11.51%)	32.40 AC
AREA #16	NEIGHBORHOOD #6	5.69 AC	24 LOTS	4.43 AC	1.26 AC	--	--	141.12 AC	15.59 AC (11.05%)	33.76 AC
AREA #17	NEIGHBORHOOD #4	10.93 AC	47 LOTS	8.66 AC	2.27 AC	--	--	152.05 AC	15.59 AC (10.25%)	36.37 AC
AREA #18a	NEIGHBORHOOD #5	1.80 AC	6 LOTS	1.54 AC	0.26 AC	--	--	153.85 AC	15.59 AC (10.13%)	36.80 AC
AREA #18b	NEIGHBORHOOD #6	10.97 AC	54 LOTS	8.22 AC	2.75 AC	--	--	164.82 AC	15.59 AC (9.46%)	39.42 AC
AREA #19	NEIGHBORHOOD #5	3.87 AC	11 LOTS	3.02 AC	0.70 AC	--	0.15 AC	168.69 AC	15.74 AC (9.33%)	40.35 AC
TOTAL		168.69 AC	569 LOTS	108.77 AC	40.84 AC	3.76 AC	15.74 AC	168.69 AC	15.74 AC (9.33%)	40.35 AC

* PERCENTAGE BASED ON 23.92% OPEN SPACE REQUIRED ON DEVELOPER CONTROLLED PROPERTY, SEE OPEN SPACE PLAN.





SECTION 8: Lotting Map



AREA	NEIGHBORHOOD LOT SIZE PERCENTAGE EXCEPTIONS	MIN. LOT SIZE WIDTH AT FRONT SETBACK	TYPICAL RANGE OF LOT SIZES	SIDE YARD SETBACKS
Neighborhood 1: Primrose*	N/A	60'	8,000 - 14,000	6'/12'
Neighborhood 2: Primrose	Max. 10% of lots 8,000 - 9,000 s.f.	70'	9,000 - 14,000	8'/16'
Neighborhood 3: Segó Lily	N/A	45'	4,500 - 7,000	5'/10'
Neighborhood 4: Segó Lily	Max. 25% of lots 4,500 - 5,000 s.f.	45'	4,500 - 8,000	5'/10'
Neighborhood 5: Daisy	Max. 10% of lots 7,000 - 8,000 s.f.	60'	8,000 - 11,000	6'/12'
Neighborhood 6: Daisy	N/A	50'	4,500 - 7,000	5'/10'
Neighborhood 7: Wild Rose	N/A	45'	5,000 - 7,500	5'/10'

*In Neighborhood 1: Primrose, lots immediately adjacent to the Pumpkin Patch Neighborhood of Harvest Hills shall be equal to or greater than 10,000 s.f.

** Summary of setbacks. Full setback details can be found on page 26 of Community Plan and in the Development Standards in Section 4 of this Village Plan.

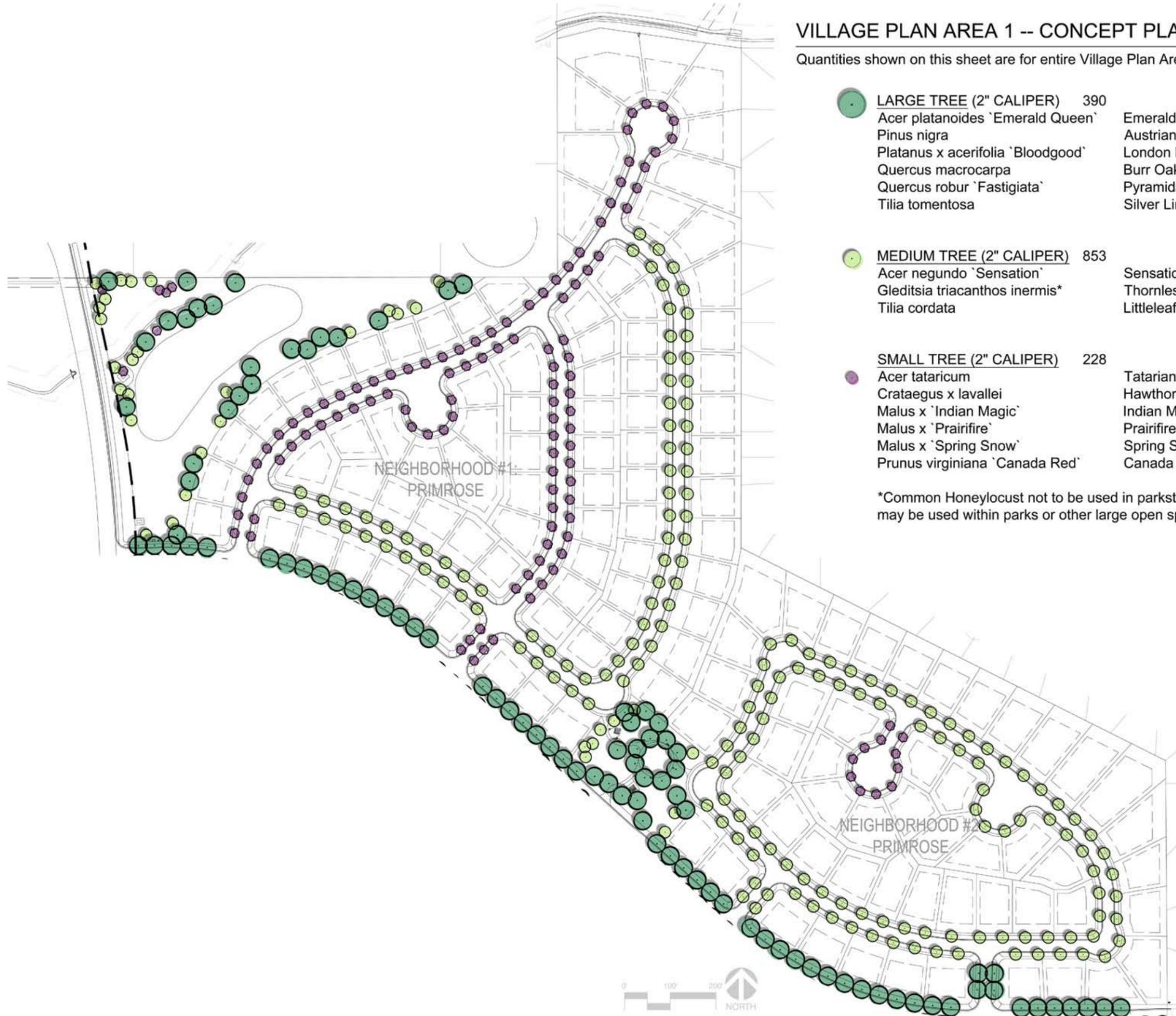




SECTION 9: Landscape Plan & Plant Palette

VILLAGE PLAN AREA 1 -- CONCEPT PLANT SCHEDULE

Quantities shown on this sheet are for entire Village Plan Area 1.

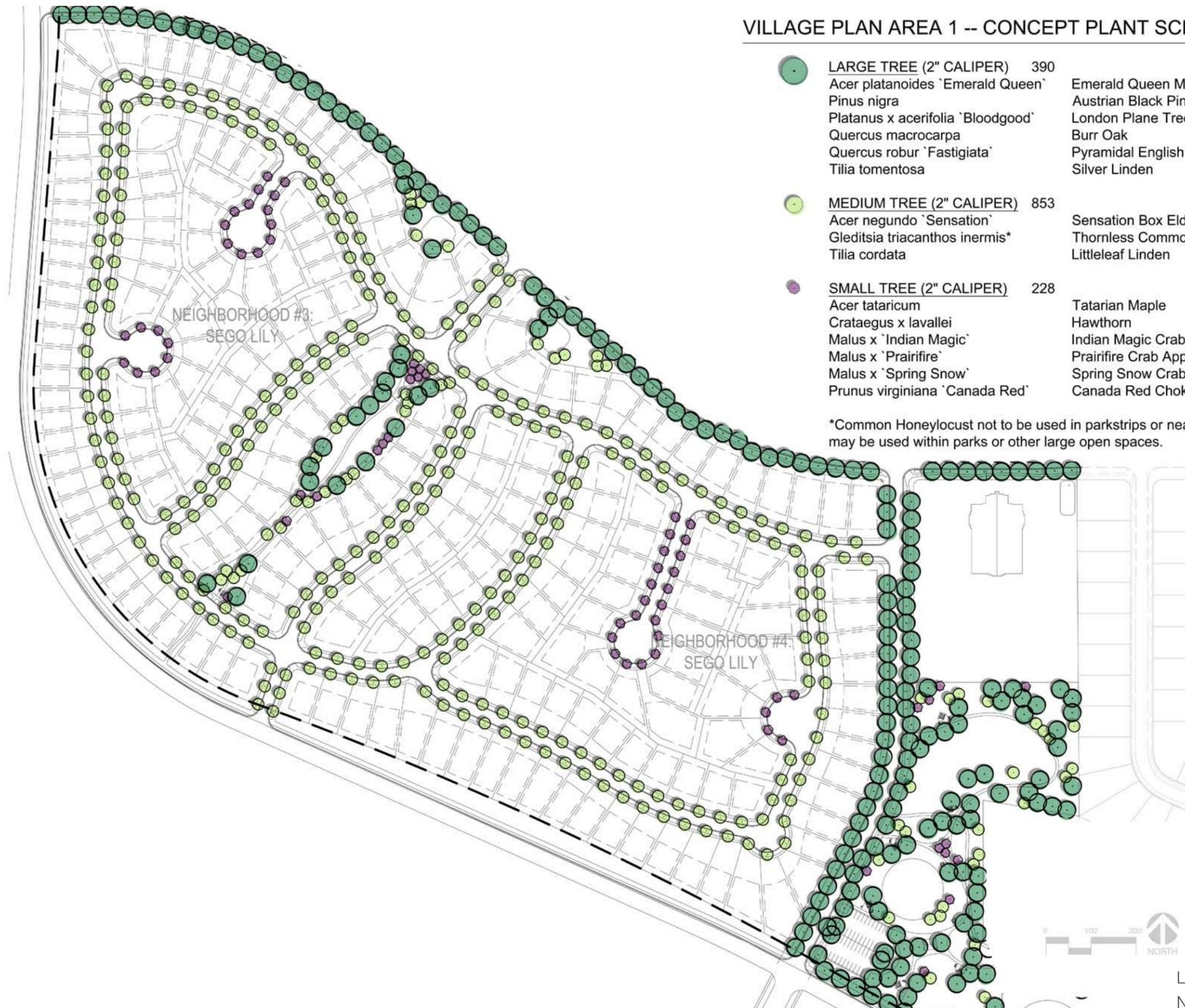


	LARGE TREE (2" CALIPER) 390	
	Acer platanoides `Emerald Queen`	Emerald Queen Maple
	Pinus nigra	Austrian Black Pine
	Platanus x acerifolia `Bloodgood`	London Plane Tree
	Quercus macrocarpa	Burr Oak
	Quercus robur `Fastigiata`	Pyramidal English Oak
	Tilia tomentosa	Silver Linden
	MEDIUM TREE (2" CALIPER) 853	
	Acer negundo `Sensation`	Sensation Box Elder Maple
	Gleditsia triacanthos inermis*	Thornless Common Honeylocust*
	Tilia cordata	Littleleaf Linden
	SMALL TREE (2" CALIPER) 228	
	Acer tataricum	Tatarian Maple
	Crataegus x lavallei	Hawthorn
	Malus x `Indian Magic`	Indian Magic Crab Apple
	Malus x `Prairifire`	Prairifire Crab Apple
	Malus x `Spring Snow`	Spring Snow Crab Apple
	Prunus virginiana `Canada Red`	Canada Red Chokecherry

*Common Honeylocust not to be used in parkstrips or near parking, but may be used within parks or other large open spaces.

Landscape Concept Plan
Neighborhoods 1 and 2





VILLAGE PLAN AREA 1 -- CONCEPT PLANT SCHEDULE

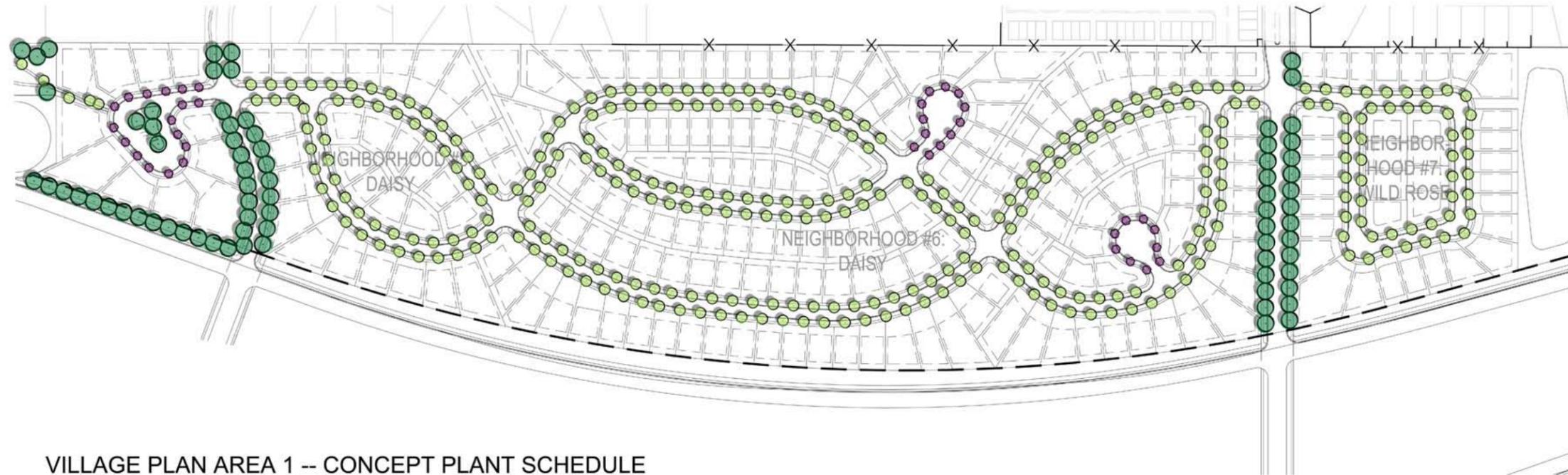
<p>LARGE TREE (2" CALIPER) 390</p> <ul style="list-style-type: none"> Acer platanoides 'Emerald Queen' Pinus nigra Platanus x acerifolia 'Bloodgood' Quercus macrocarpa Quercus robur 'Fastigiata' Tilia tomentosa 	<ul style="list-style-type: none"> Emerald Queen Maple Austrian Black Pine London Plane Tree Burr Oak Pyramidal English Oak Silver Linden
<p>MEDIUM TREE (2" CALIPER) 853</p> <ul style="list-style-type: none"> Acer negundo 'Sensation' Gleditsia triacanthos inermis* Tilia cordata 	<ul style="list-style-type: none"> Sensation Box Elder Maple Thornless Common Honeylocust* Littleleaf Linden
<p>SMALL TREE (2" CALIPER) 228</p> <ul style="list-style-type: none"> Acer tataricum Crataegus x lavallei Malus x 'Indian Magic' Malus x 'Prairifire' Malus x 'Spring Snow' Prunus virginiana 'Canada Red' 	<ul style="list-style-type: none"> Tatarian Maple Hawthorn Indian Magic Crab Apple Prairifire Crab Apple Spring Snow Crab Apple Canada Red Chokecherry

*Common Honeylocust not to be used in parkstrips or near parking, but may be used within parks or other large open spaces.



Landscape Concept Plan
Neighborhoods 3 and 4





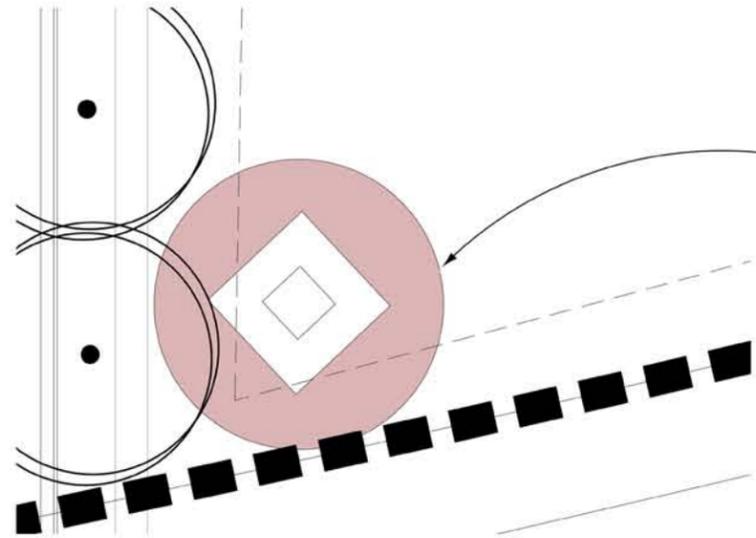
VILLAGE PLAN AREA 1 -- CONCEPT PLANT SCHEDULE

	LARGE TREE (2" CALIPER) 390	
	Acer platanoides 'Emerald Queen'	Emerald Queen Maple
	Pinus nigra	Austrian Black Pine
	Platanus x acerifolia 'Bloodgood'	London Plane Tree
	Quercus macrocarpa	Burr Oak
	Quercus robur 'Fastigiata'	Pyramidal English Oak
	Tilia tomentosa	Silver Linden
	MEDIUM TREE (2" CALIPER) 853	
	Acer negundo 'Sensation'	Sensation Box Elder Maple
	Gleditsia triacanthos inermis*	Thornless Common Honeylocust*
	Tilia cordata	Littleleaf Linden
	SMALL TREE (2" CALIPER) 228	
	Acer tataricum	Tatarian Maple
	Crataegus x lavallei	Hawthorn
	Malus x 'Indian Magic'	Indian Magic Crab Apple
	Malus x 'Prairifire'	Prairifire Crab Apple
	Malus x 'Spring Snow'	Spring Snow Crab Apple
	Prunus virginiana 'Canada Red'	Canada Red Chokecherry

*Common Honeylocust not to be used in parkstrips or near parking, but may be used within parks or other large open spaces.

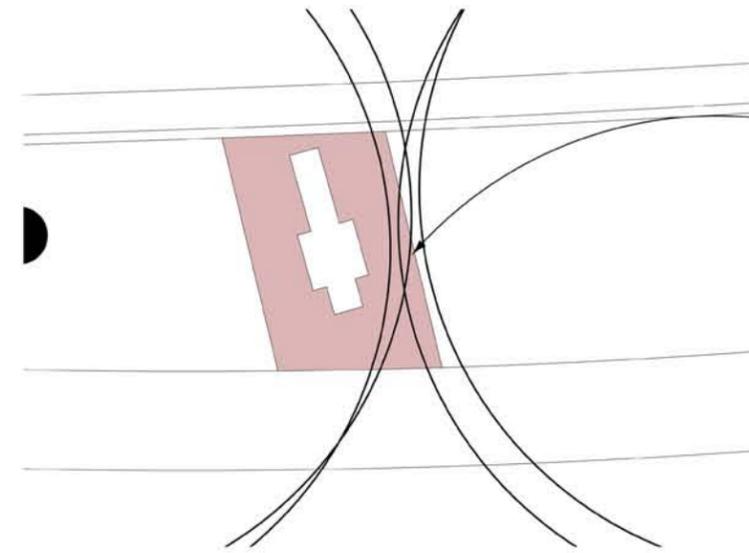
Landscape Concept Plan
Neighborhoods 5, 6, and 7





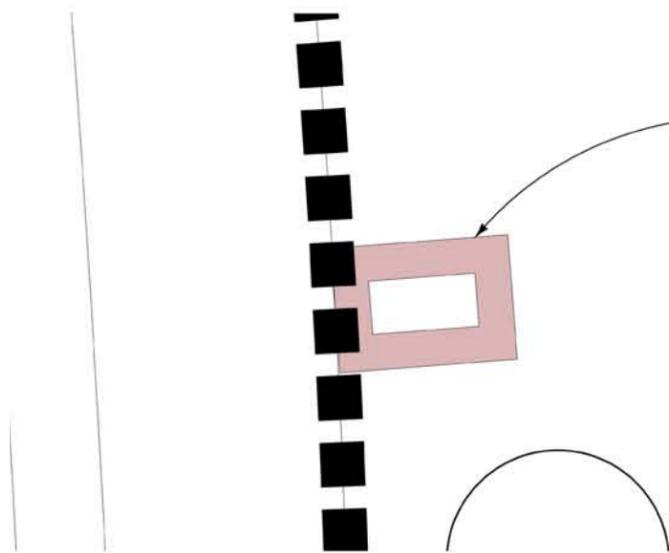
- Planting Mix**
(size - 1 gallon minimum, grouped in clusters of 3, 5, or 7 per species)
- Perennial Grasses**
(Miscanthus sp., Calamagrostis sp., Helictrotrichon sp., or Deschampsia sp.)
- Perennial Flowers**
(Leucanthemum sp., Coreopsis sp., Gaura sp., Geranium sp., Hemerocallis sp., Lavandula sp., Linum sp., Penstemon sp., Rudbeckia sp., or Sedum sp.)

LANDSCAPE CONCEPT: PRIMARY ENTRANCE SIGN



- Planting Mix**
(size - 1 gallon minimum, grouped in clusters of 3, 5, or 7 per species)
- Perennial Grasses**
(Helictrotrichon sp. or Deschampsia sp.)
- Perennial Flowers**
(Leucanthemum sp., Coreopsis sp., Gaura sp., Geranium sp., Hemerocallis sp., Lavandula sp., Linum sp., Penstemon sp., Rudbeckia sp., or Sedum sp.)

LANDSCAPE CONCEPT: SECONDARY ENTRANCE SIGN (TYPICAL)



- Planting Mix**
(size - 1 gallon minimum, grouped in clusters of 3, 5, or 7 per species)
- Perennial Grasses**
(Helictrotrichon sp. or Deschampsia sp.)
- Annual Flowers**
(As determined by WDRC)

LANDSCAPE CONCEPT: BUILDER DIRECTIONAL SIGN (TYPICAL)

Landscape Concept Plans for Typical Signage



SECTION 10: Utility Plans

The following maps provide greater detail on the utilities for Wildflower Village Plan Area 1.

Section 10a: Culinary Water Plan

Section 10b: Secondary Water Plan

Section 10c: Sewer Plan

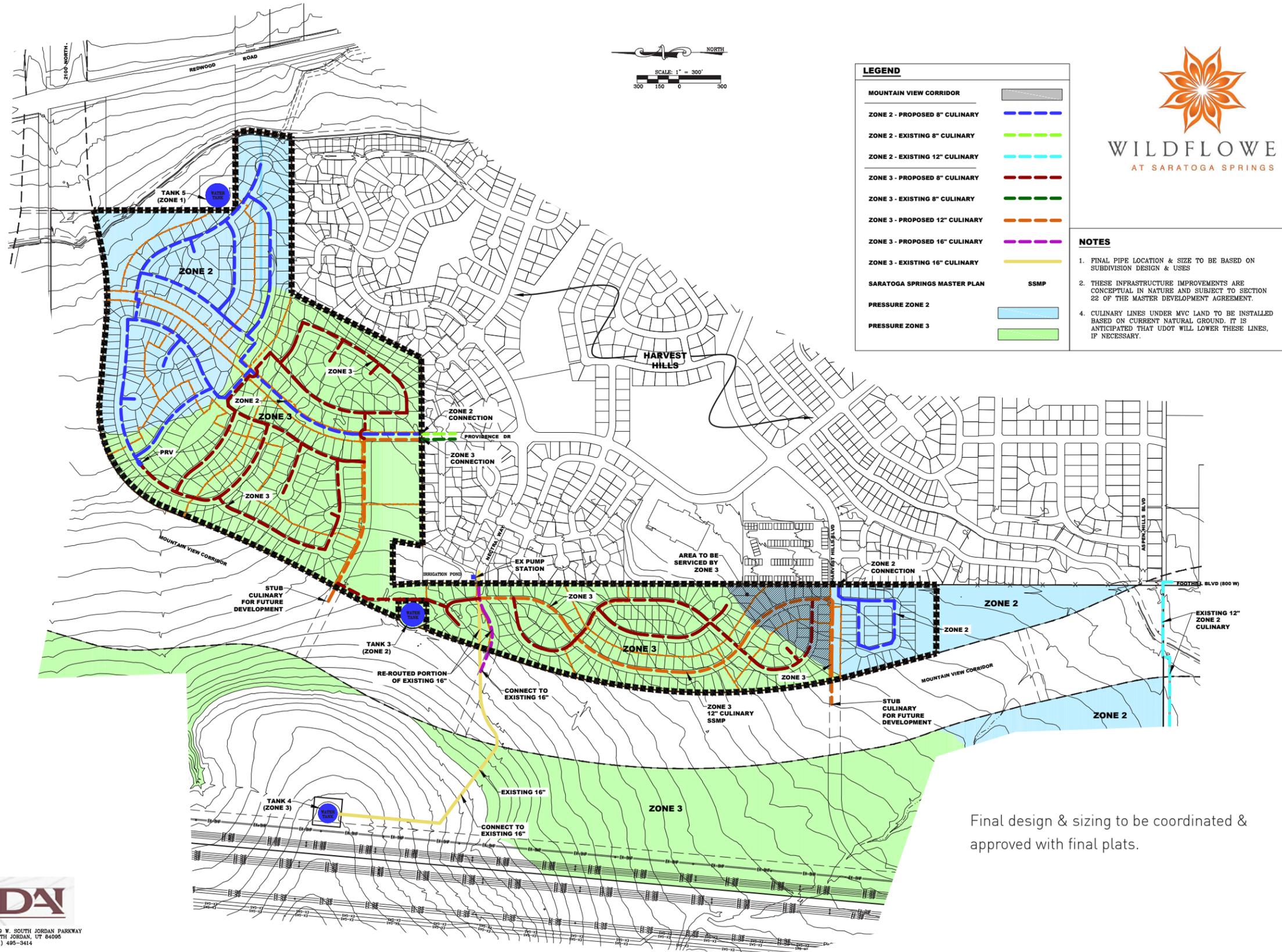
Section 10d: Stormwater Drainage Plan

Section 10e: Master CFP Plan





SECTION 10a: Culinary Water Plan

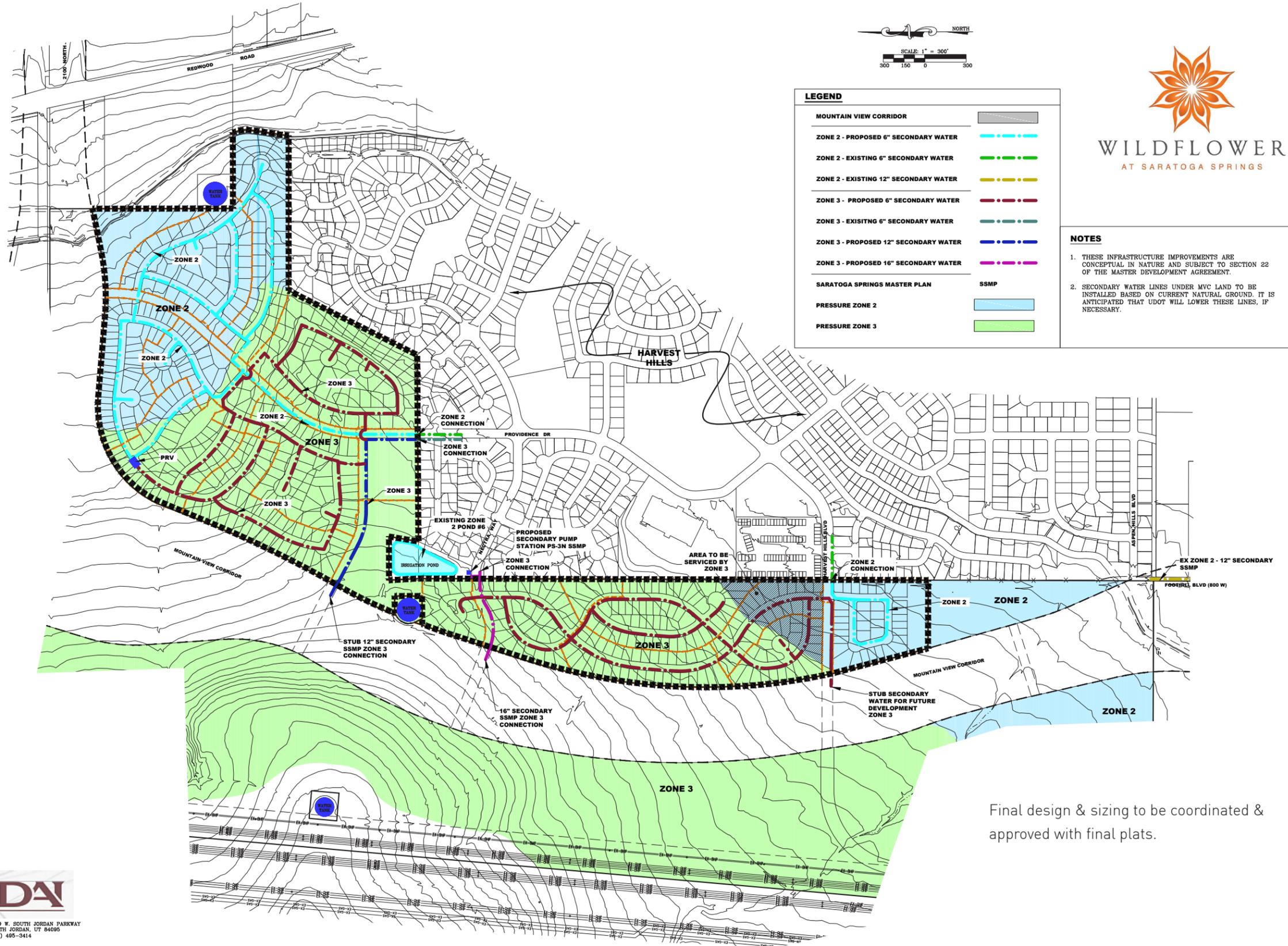


Final design & sizing to be coordinated & approved with final plats.





SECTION 10b: Secondary Water Plan



WILDFLOWER
AT SARATOGA SPRINGS

Final design & sizing to be coordinated & approved with final plats.

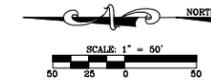
DA
 1099 W. SOUTH JORDAN PARKWAY
 SOUTH JORDAN, UT 84095
 (801) 495-3414



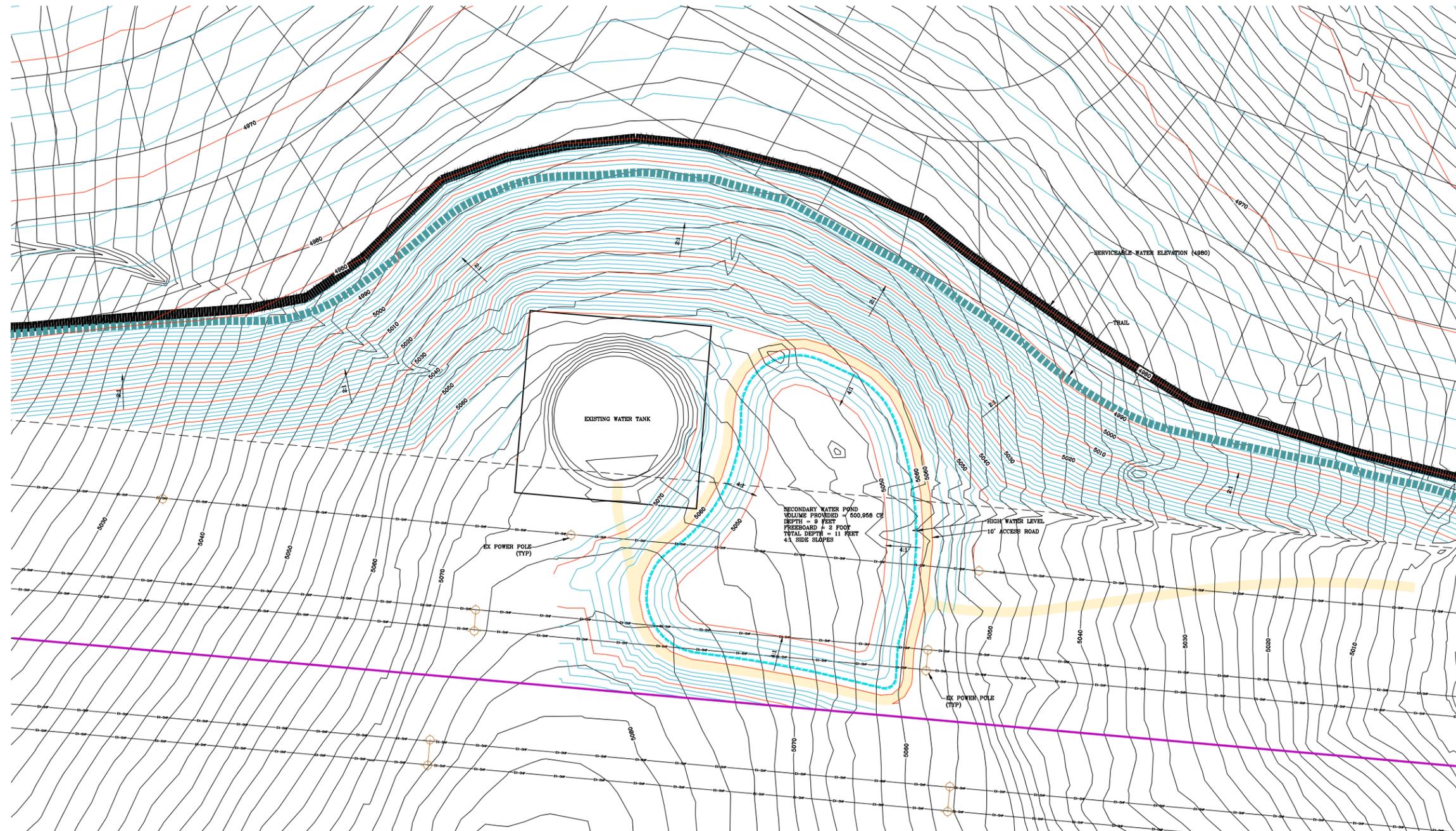


SECTION 10b (cont'd): Secondary Water Plan

Final design & sizing to be coordinated & approved with final plats.



Secondary Water Pond





SECTION 10c: Sewer Plan

Final design & sizing to be coordinated & approved with final plats.



WILDFLOWER
AT SARATOGA SPRINGS

NOTES

1. ALL INTERNAL SEWER TO BE 8" MINIMUM.
2. FOR PRELIMINARY PLANNING PURPOSES, A VALUE OF 2 ERU'S PER ACRE IS USED FOR ALL REGIONAL COMMERCIAL.
3. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE AND SUBJECT TO SECTION 22 OF THE MASTER DEVELOPMENT AGREEMENT.
4. SEWER LINES UNDER MVC LAND TO BE INSTALLED BASED ON CURRENT NATURAL GROUND. IT IS ANTICIPATED THAT UDOT WILL LOWER THESE LINES, IF NECESSARY.
5. SEWER TO BE CONVEYED TO EXISTING LINE LOCATED IN GOLDENROD WAY. A 20' SEWER MAIN EASEMENT EXISTS ON LOT 2211 AND 2212 OF HARVEST HILLS PLAT "P". ACCORDING TO TECHNICAL MEMORANDUM PREPARED BY BOWEN COLLINS AND ASSOCIATES DATED 10/15/14, EXCESS CAPACITY EXISTS WITHIN THE GOLDENROD WAY AND DOWNSTREAM SEWER LINES.
6. FINAL LINE SIZING TO BE DETERMINED BASED ON SLOPE DETERMINED IN FINAL DESIGN PROCESS.

LEGEND

MOUNTAIN VIEW CORRIDOR	
PROPOSED 18" SEWER	
PROPOSED 12" SEWER	
PROPOSED 8" SEWER	
EXISTING SEWER	
SEWER AREA NODE "A"	
SEWER AREA NODE "B"	
SEWER AREA NODE "C"	



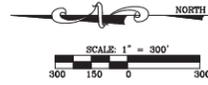
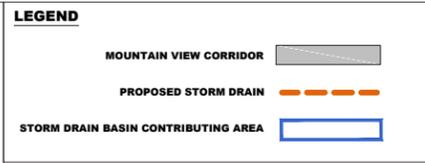
1099 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
(801) 495-3414



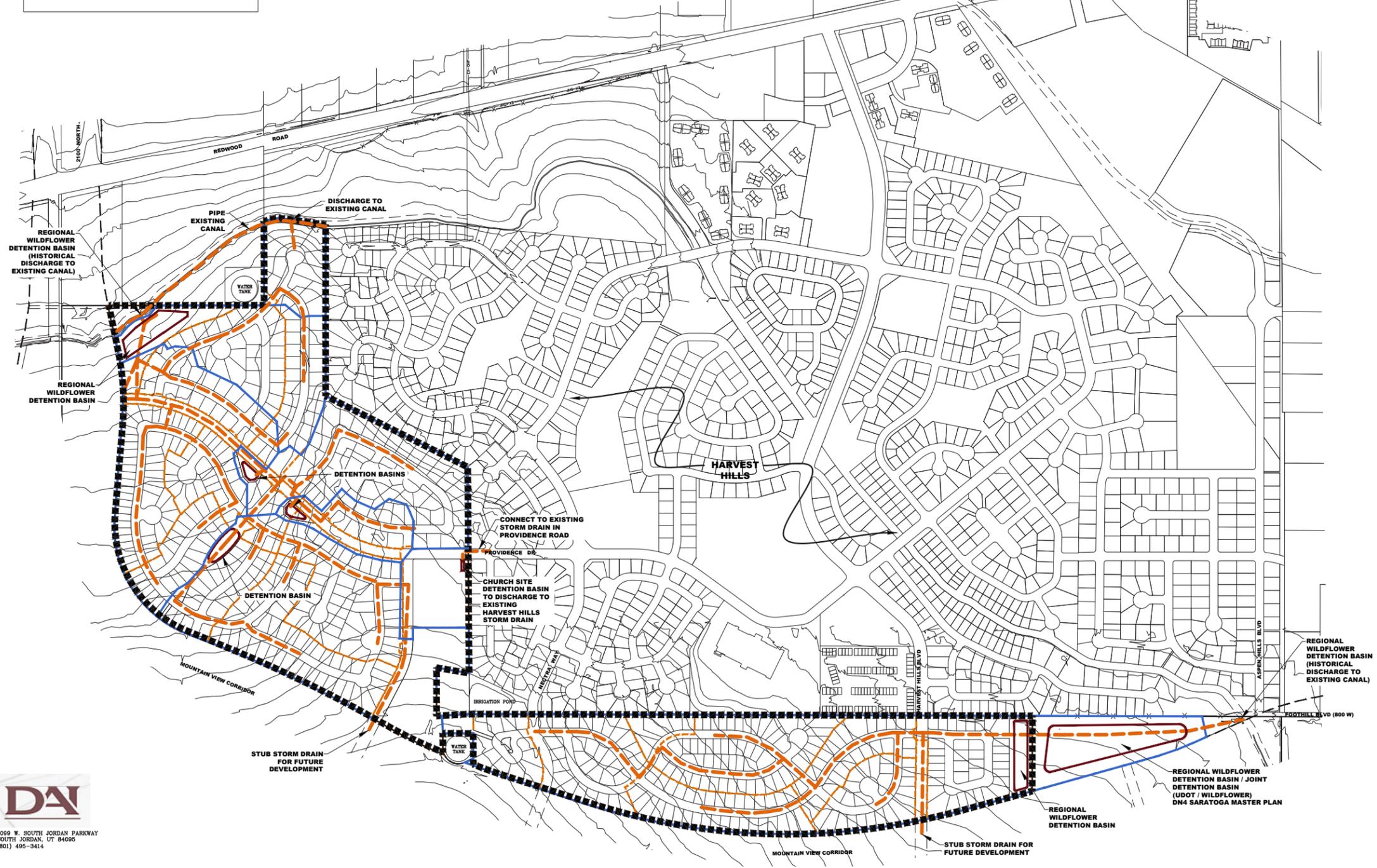


SECTION 10d: Storm Water Drainage Plan

- NOTES**
1. FINAL STORM DRAIN LINE SIZING TO BE DETERMINED WITH FINAL ROADWAY DESIGN.
 2. THESE INFRASTRUCTURE IMPROVEMENTS ARE PRELIMINARY IN NATURE AND SUBJECT TO SECTION 22 OF THE MASTER DEVELOPMENT AGREEMENT.
 3. UDOT HAS ALLOWED THE DEVELOPER TO CO-LOCATE STORAGE WATER AREAS TO SERVE BOTH THE PROJECT AND MVC UPON THE REQUEST AND APPROVAL OF THE CITY.
 4. STORM DRAIN LINES UNDER MVC LAND TO BE INSTALLED BASED ON CURRENT NATURAL GROUND. IT IS ANTICIPATED THAT UDOT WILL LOWER THESE LINES, IF NECESSARY.



WILDFLOWER
AT SARATOGA SPRINGS



Final design & sizing to be coordinated & approved with final plats.

An executed agreement between Saratoga Springs & Canal Company allowing for drainage shall be required prior to final plat approval.

If discharge is not allowed into the existing canal to manage the 100-year event, downstream storm facilities will be required according to the City's Capital Facilities Plan and Impact Fee Facilities Plan.

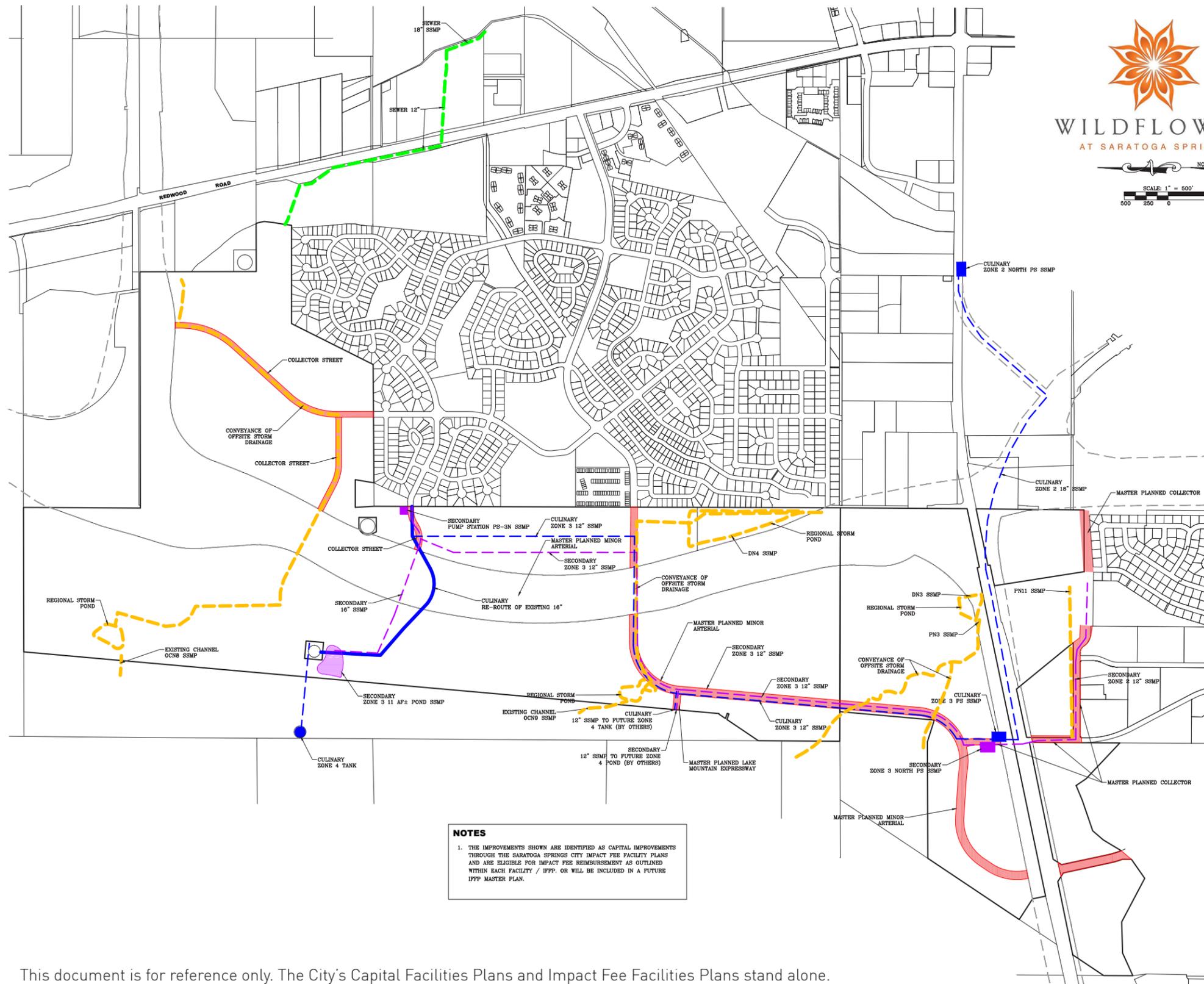


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SECTION 10e: Capital Facility Upgrade Plan



NOTES

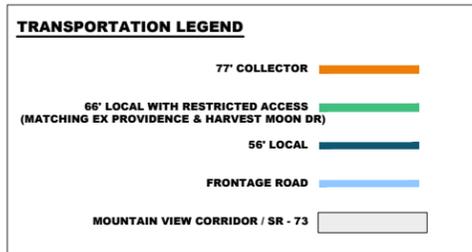
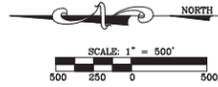
1. THE IMPROVEMENTS SHOWN ARE IDENTIFIED AS CAPITAL IMPROVEMENTS THROUGH THE SARATOGA SPRINGS CITY IMPACT FEE FACILITY PLANS AND ARE ELIGIBLE FOR IMPACT FEE REIMBURSEMENT AS OUTLINED WITHIN EACH FACILITY / IFFP. OR WILL BE INCLUDED IN A FUTURE IFFP MASTER PLAN.



This document is for reference only. The City's Capital Facilities Plans and Impact Fee Facilities Plans stand alone.



SECTION 11: Vehicular Plan

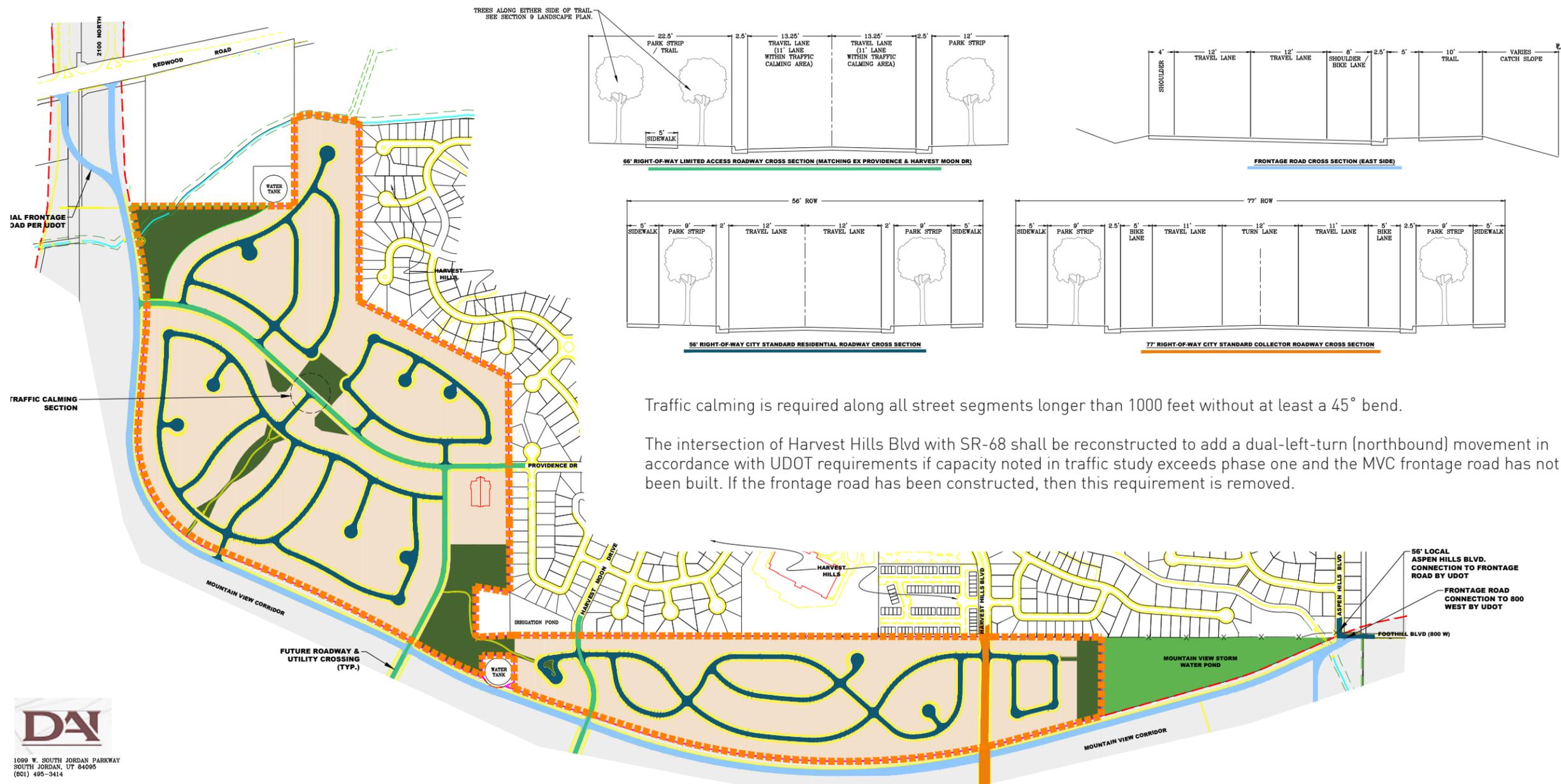


NOTES

1. TRAFFIC CALMING IS REQUIRED ALONG ALL STREET SEGMENTS LONGER THAN 1000 FEET.
2. THE INTERSECTION OF HARVEST HILLS BLVD WITH SR68 SHALL BE RECONSTRUCTED TO ADD A DUAL-LEFT-TURN (NORTHBOUND) MOVEMENT IN ACCORDANCE WITH UDOT REQUIREMENTS.



WILDFLOWER
AT SARATOGA SPRINGS



Traffic calming is required along all street segments longer than 1000 feet without at least a 45° bend.

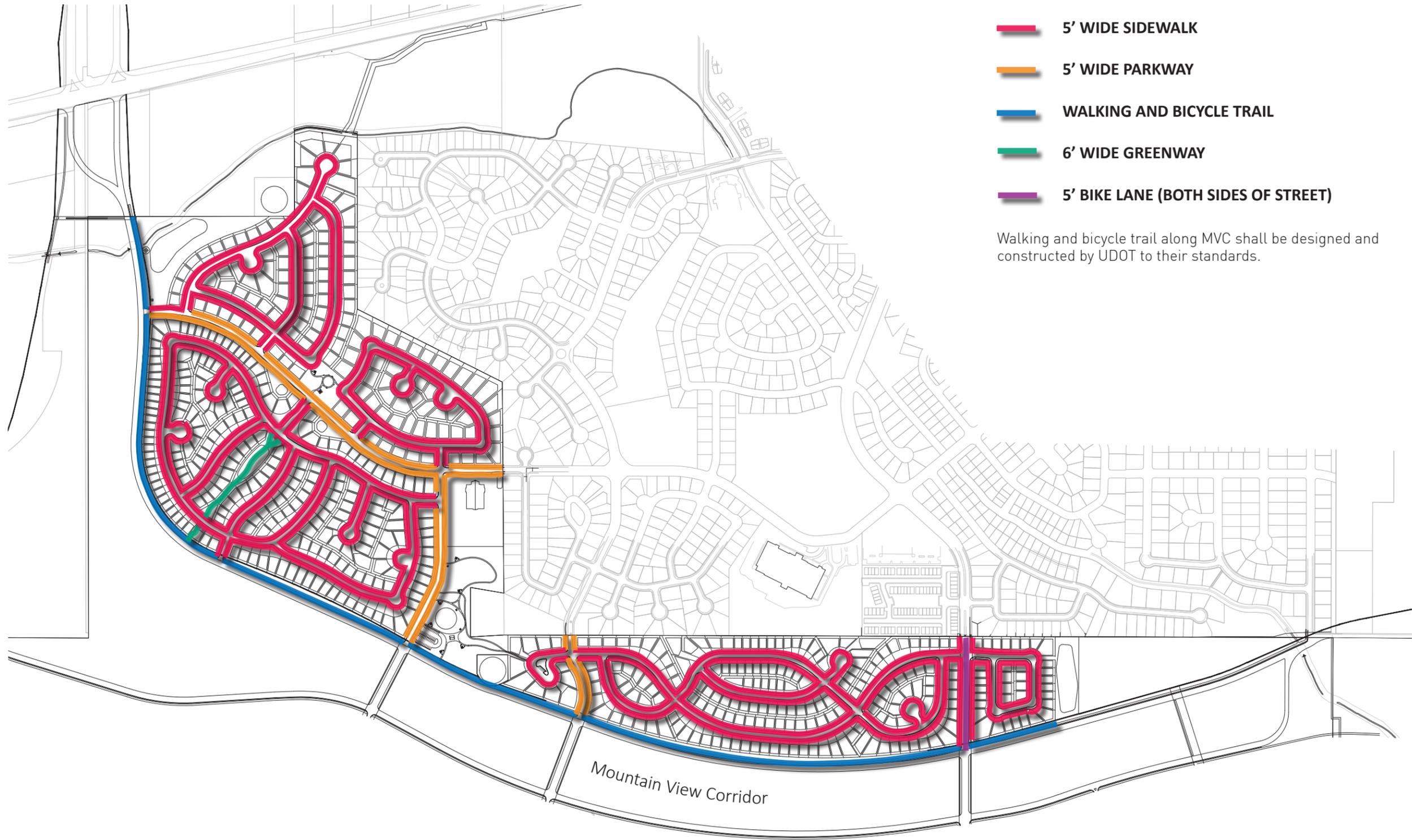
The intersection of Harvest Hills Blvd with SR-68 shall be reconstructed to add a dual-left-turn (northbound) movement in accordance with UDOT requirements if capacity noted in traffic study exceeds phase one and the MVC frontage road has not yet been built. If the frontage road has been constructed, then this requirement is removed.

DAI
1099 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
(801) 495-3414





SECTION 12: Pedestrian & Bicycle Plan



SECTION 13: Density Transfers

Exhibit Two: Land Use Master Plan (page 14), Equivalent Residential Unit Transfers (page 21), and Density (page 22) of the “Wildflower Community Plan” establish the number of Equivalent Residential Units (ERUs) and density for Wildflower.

An Equivalent Residential Unit (ERU) is defined by the Saratoga Springs Municipal Code as a unit of measurement to evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads and public safety of proposed residential and commercial land uses. Every residential and commercial unit is a minimum of one ERU. Since build-out of the Wildflower development will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density ERUs may be transferred within the project as necessary to improve design, accessibility, and marketability. The City acknowledges that the master developer shall have the ability in its reasonable business judgment to transfer ERUs between residential areas within the project upon written notice to the City and delivery to the City of written consent of the property owners of the neighborhoods which are sending and receiving such densities (if different from the master developer), so long as any such transfer adheres to the following standards:

- » Any transfer of ERUs into or out of any neighborhood type established in the Community Plan shall not exceed fifteen percent (15%) without approval of the City Council. In no case shall the transfer of ERUs into or out of any land use designation or district exceed twenty-five (25%) of that established in the Community Plan. ERU transfers shall comply with the neighborhood breakdown on page 27 of the Community Plan.
- » ERUs may not be transferred from a more intensive neighborhood into a less intensive neighborhood designated in this Community Plan located east of the identified Mountain View Corridor and bordering any portion of the Harvest Hills subdivision if such transfer would result in single family lots smaller than 4,500 square feet.
- » ERUs may not be transferred into any open space or park unless said use and acreage is replaced elsewhere within the same neighborhood.

Village Plan Area 1 is approximately 169 acres in size, and contains 571 units. See Detailed Buildout Allocation in Section 3 for density transfers within Village Plan Area 1.



SECTION 14: Additional Detailed Plans

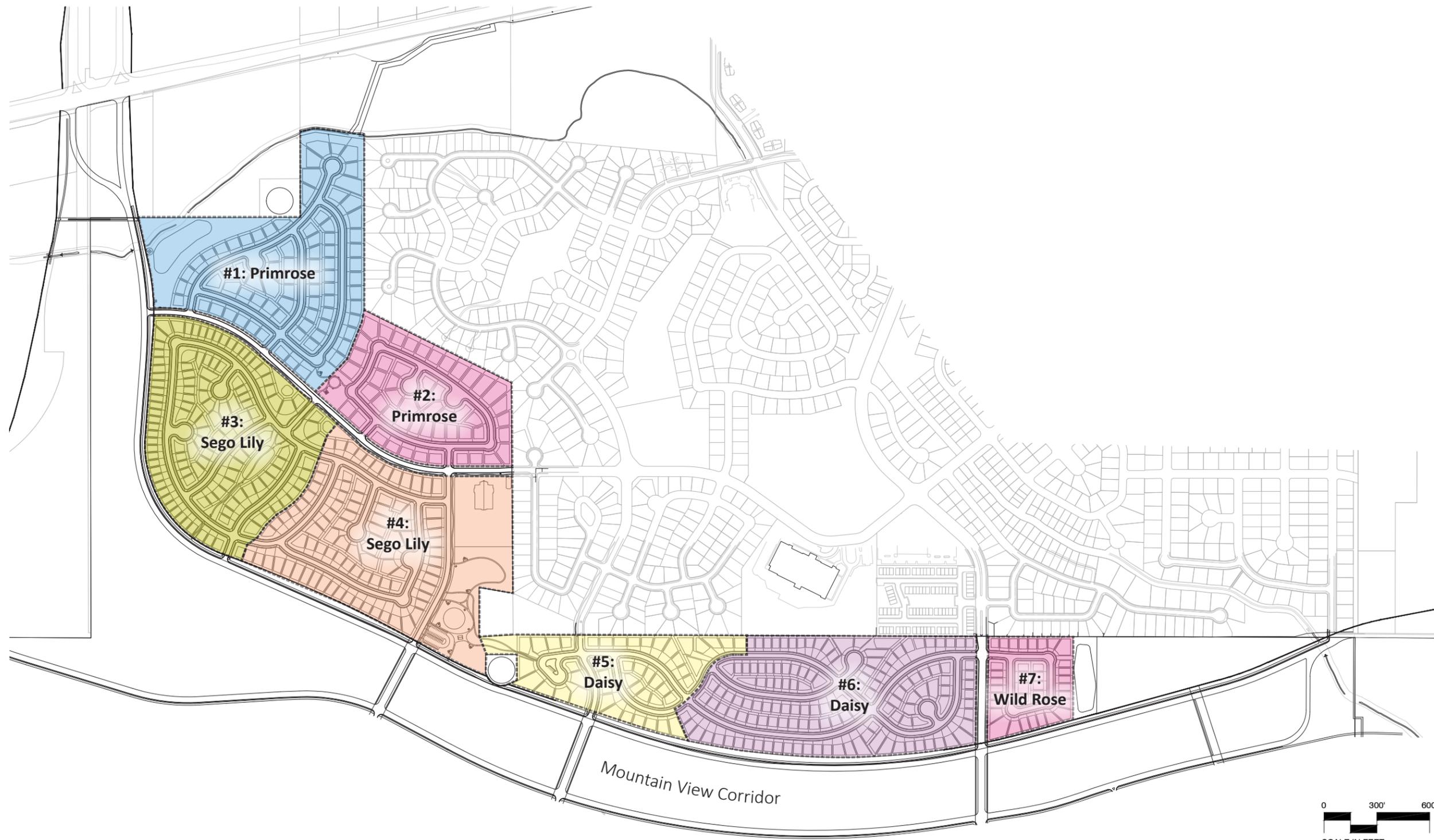
The following elements have been included to detail plans and direction contained in the Community Plan for Village Plan Area 1:

- Section 14a: Neighborhood Names
- Section 14b: Signage Plan
- Section 14c: Grading Plan
- Section 14d: Open Space Management
- Section 14e: Natural Resource Inventory Plan
- Section 14f: Wildlife Mitigation
- Section 14g: Sensitive Lands Protection
- Section 14h: Fire Protection Plan
- Section 14i: Traffic Study



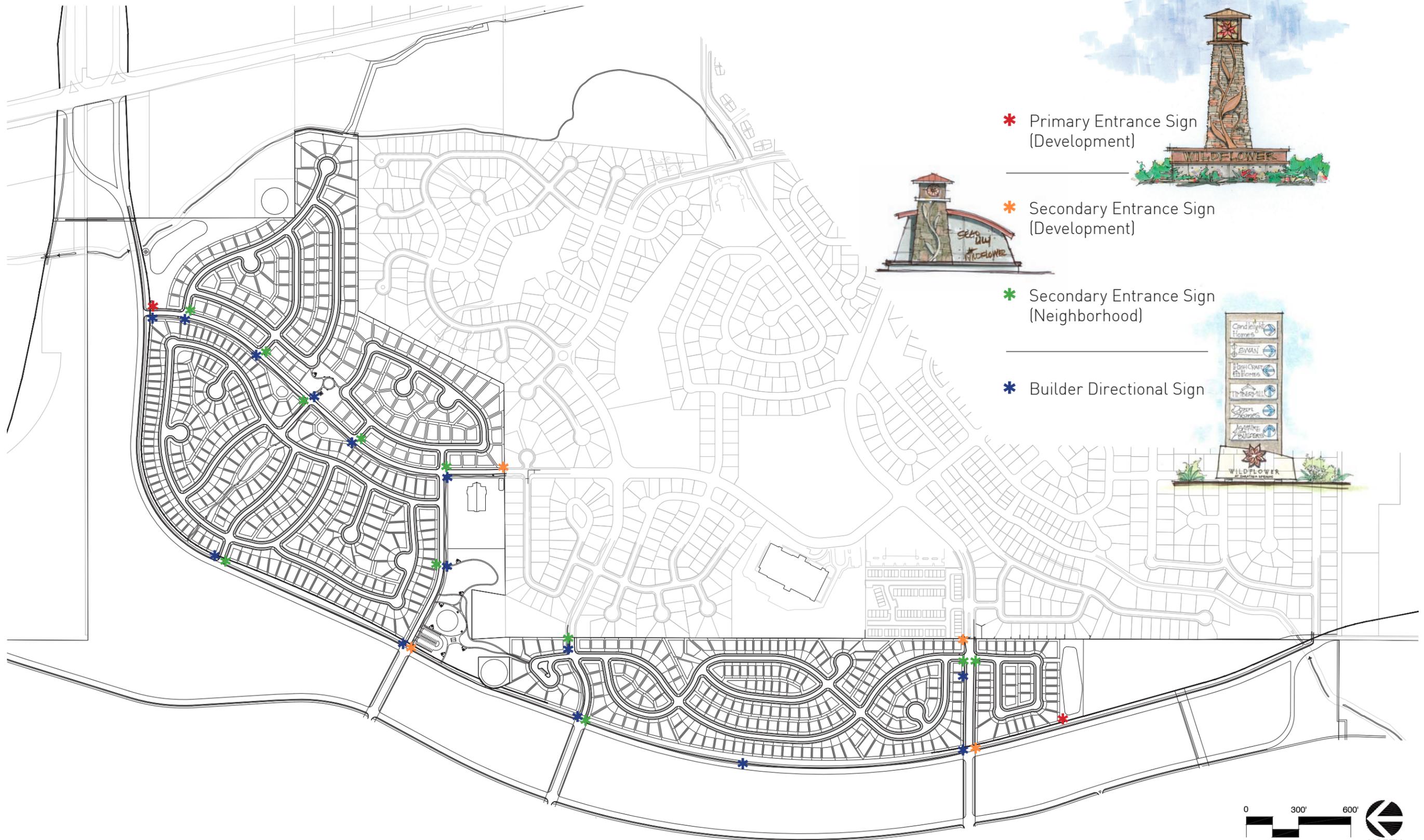


SECTION 14a: Neighborhood Names





SECTION 14b: Signage Plan



* Primary Entrance Sign (Development)

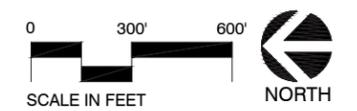


* Secondary Entrance Sign (Development)



* Secondary Entrance Sign (Neighborhood)

* Builder Directional Sign

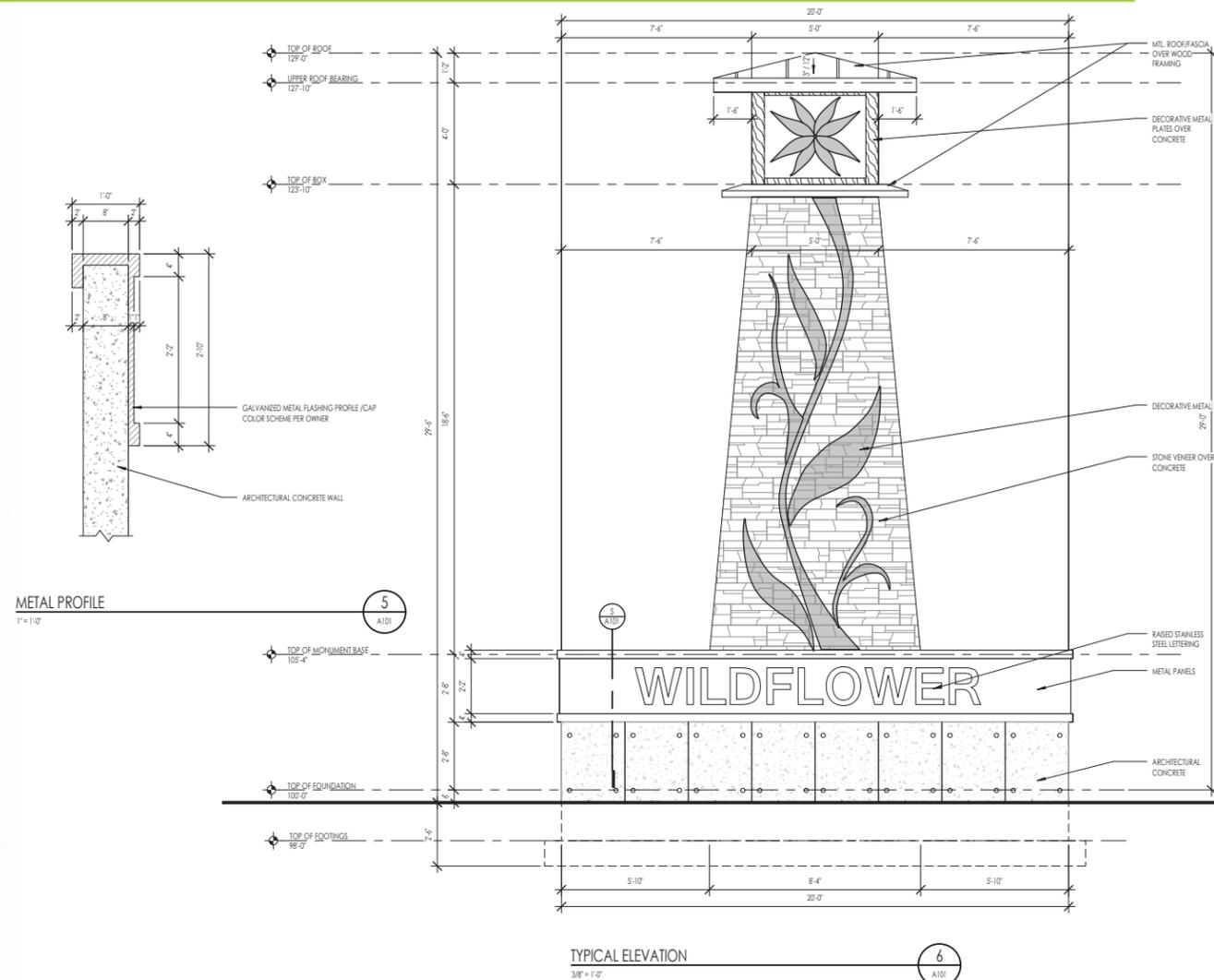




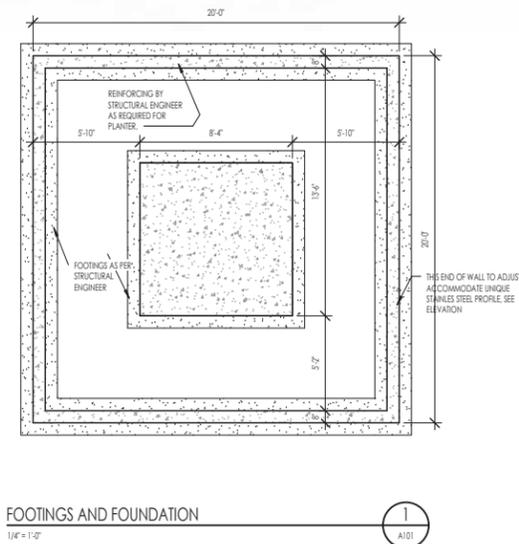
PRIMARY ENTRANCE SIGN



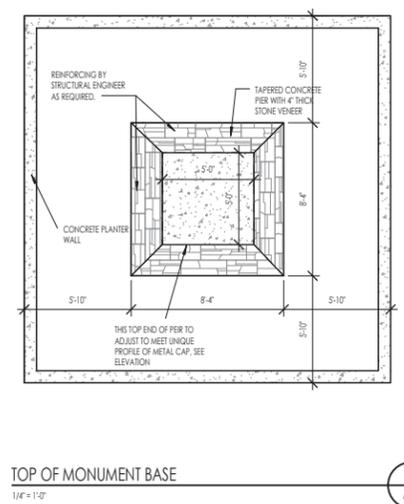
CONCEPTUAL DESIGN AND COLOR SCHEME



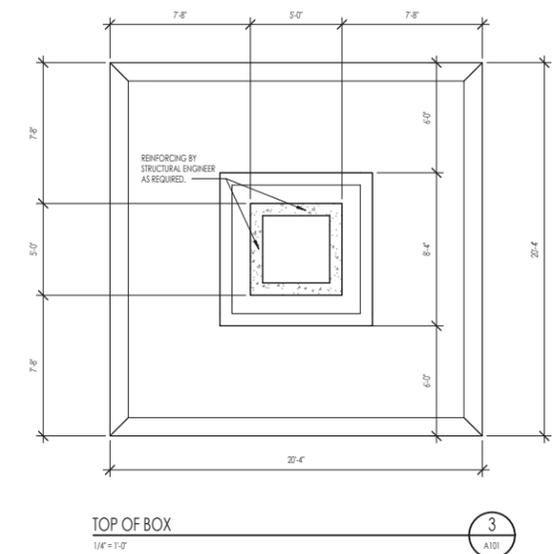
TYPICAL ELEVATION
3/8" = 1'-0"



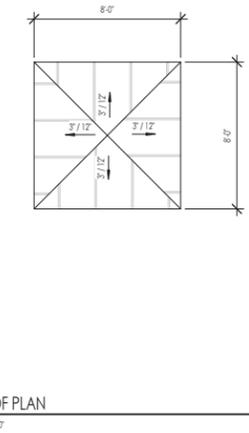
FOOTINGS AND FOUNDATION
1/4" = 1'-0"



TOP OF MONUMENT BASE
1/4" = 1'-0"



TOP OF BOX
1/4" = 1'-0"



ROOF PLAN
1/4" = 1'-0"

NOTE: Drawings show design intent. Contractor to provide shop drawings for owner/architect to review prior to construction. Contractor to coordinate with owner for finish selections, provide shop drawings for metal panels, and signage lettering. Coordinate with owner for additional information.





SECONDARY ENTRANCE SIGN

(Development and Neighborhood)

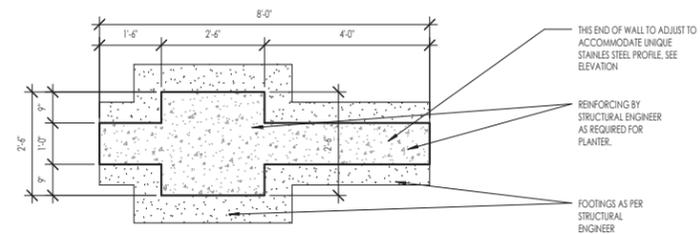


CONCEPTUAL DESIGN AND COLOR SCHEME

Secondary entrance signs have two functions:

1. The "development" version of this sign is used when a smaller sign is needed at secondary access points into the community.
2. The "neighborhood" version of this sign is used as a neighborhood entry feature announcing the name of the specific neighborhood.

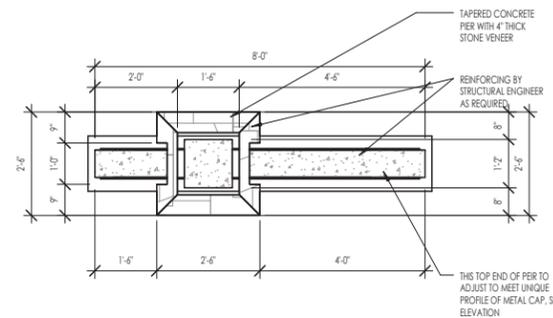
NOTE: Drawings show design intent. Contractor to provide shop drawings for owner/architect to review prior to construction. Contractor to coordinate with owner for finish selections, provide shop drawings for metal panels, and signage lettering. Coordinate with owner for additional information.



FOOTINGS AND FOUNDATION

1/2" = 1'-0"

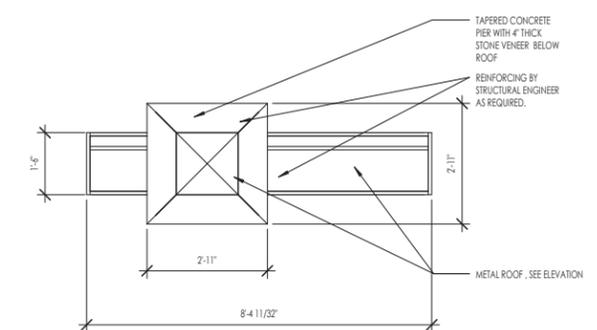
1
A102



FLOOR PLAN

1/2" = 1'-0"

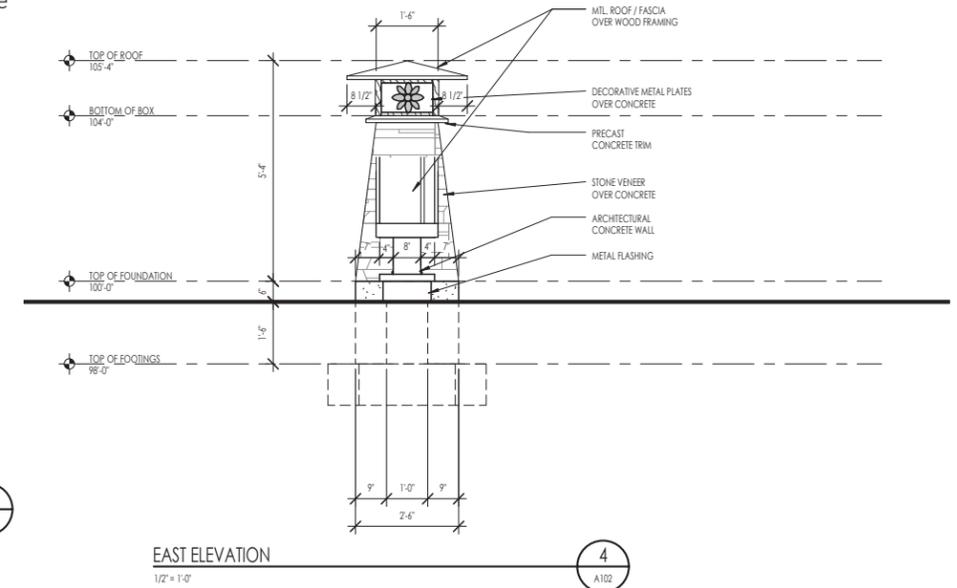
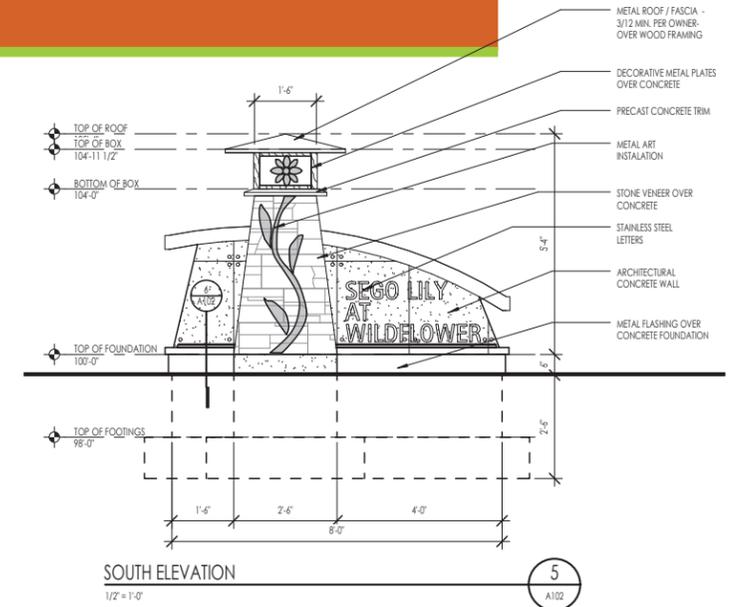
2
A102



ROOF PLAN

1/2" = 1'-0"

3
A102





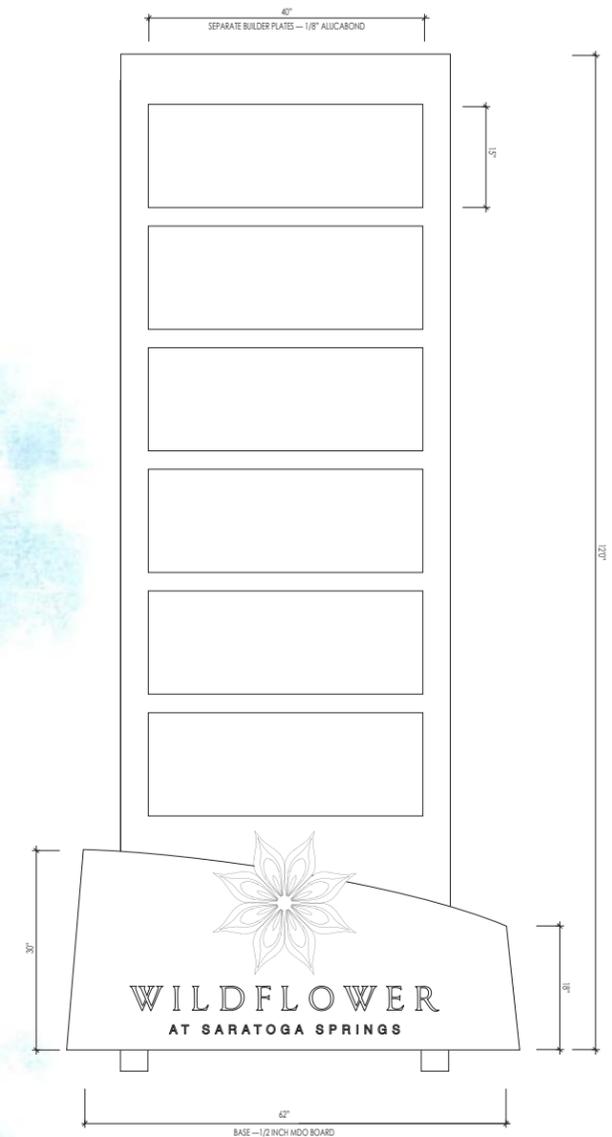
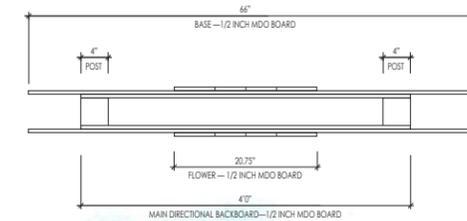
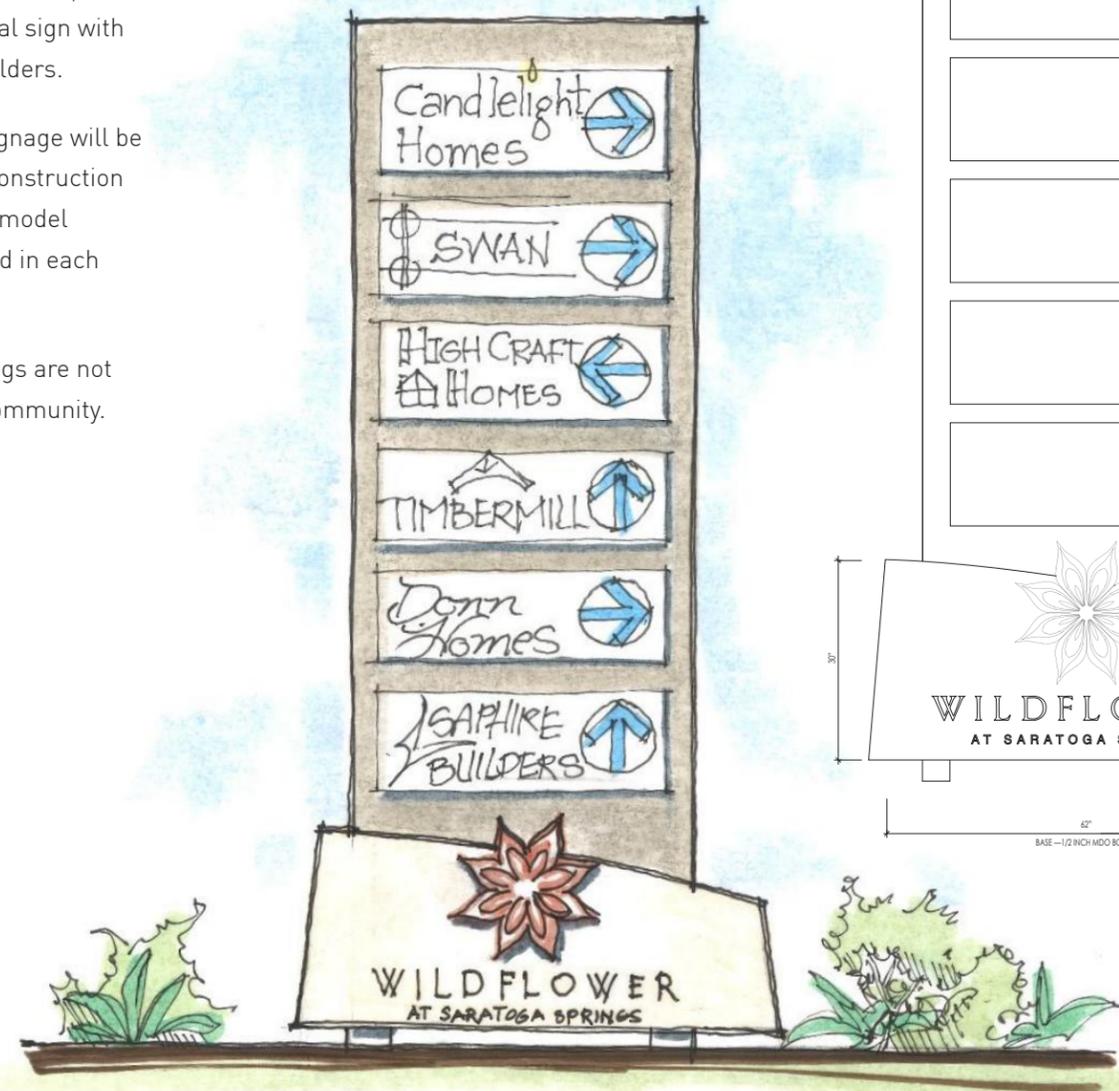
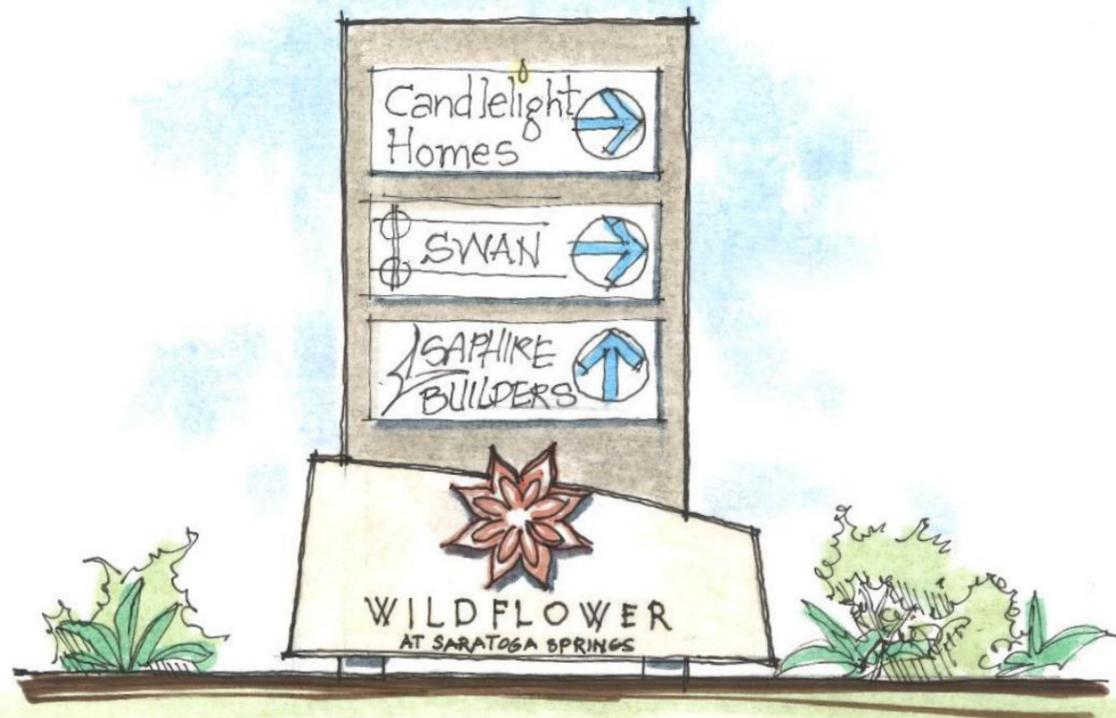
BUILDER DIRECTIONAL SIGN

Maximum Height 12 Feet

There will be 14 temporary, fixed way-finding signs in place at any given time. The height may vary depending on the number of builders in a given area. The examples show a directional sign with three and six builders.

All directional signage will be removed when construction is complete and model homes are closed in each neighborhood.

Snipe and bootlegs are not allowed in the community.

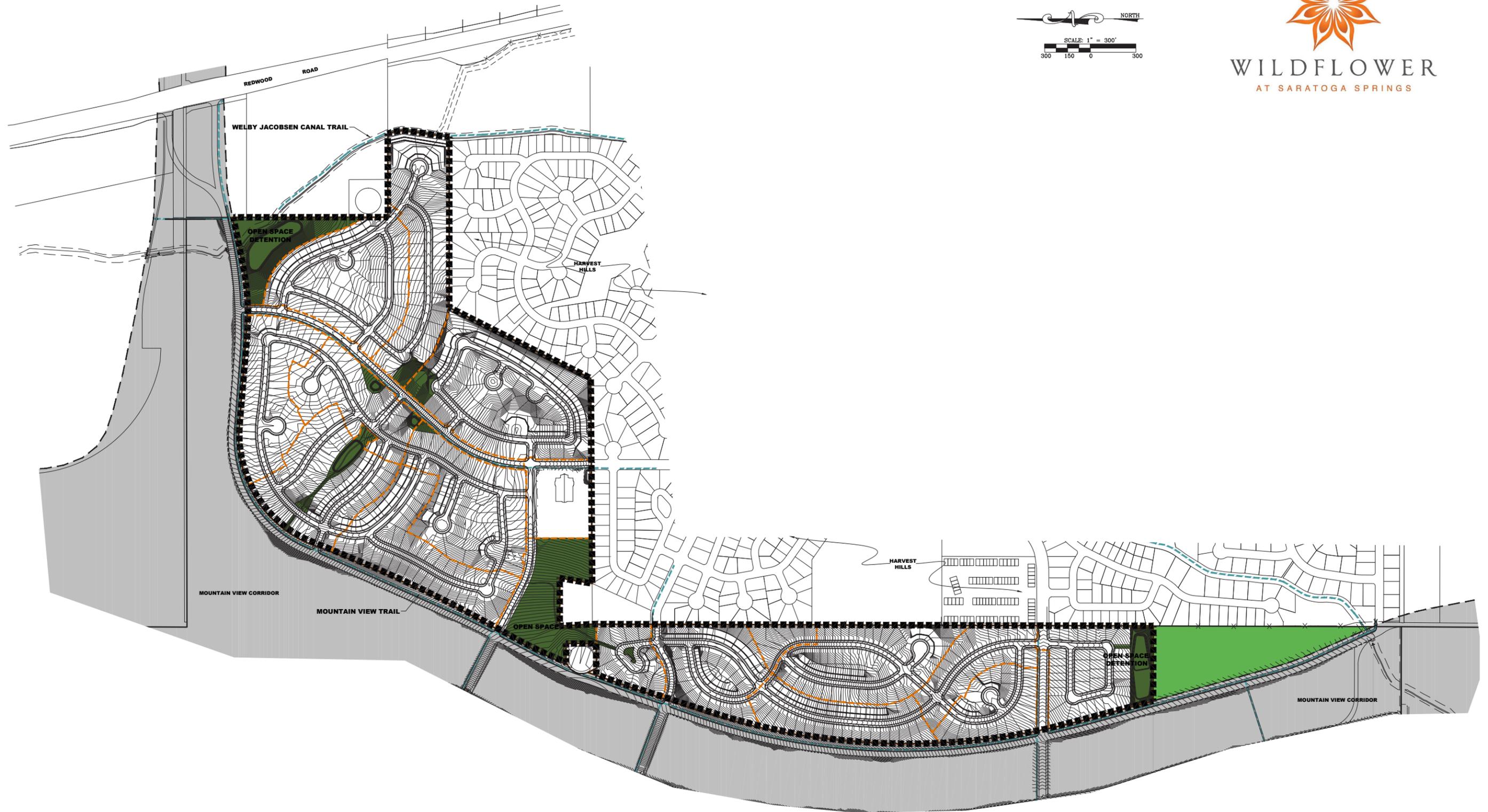
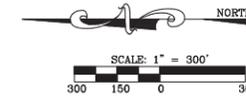




SECTION 14c: Grading Plan



WILDFLOWER
AT SARATOGA SPRINGS



SECTION 14d: Open Space Management Plan

Wildflower meets the City's requirements for a minimum of 30-percent improved and native, public and private open space within the Planned Community District area, as shown on the following table and maps, and as described below:

UDOT has a total of 26.88 acres of open space within the residential portion of the Wildflower Community Plan. This is located in the Mountain View Corridor, its trails, and the detention basin. (See the Overall Open Space Exhibit found on page S14-11 for the Community Plan.) This accounts for 6.08% open space in the project. The development requires 30%, and developer will contribute to the overall residential area an additional 106.69 acres, which is 23.92% of the total residential land. Wildflower shall be required to meet a 23.92% open space requirement on a phase-by-phase basis to stay compliant, with the remaining percentage coming through UDOT. The remaining 6.08% will be improved by UDOT in conjunction with the Mountain View Corridor.

The amount of open space provided within Village Plan Area 1 is 11.8% of the required total. On the west side of the corridor, an additional 19.95 acres of open space will be dedicated or bonded as part of platting, so that as a cumulative, the plats are always balanced at a minimum of 24.15% open space. Additionally, the developer is committed to spend \$2000/unit on improvements, which is also required to stay balanced on a cumulative basis.





SECTION 14d: Open Space Management Plan (cont'd)

Village Plan Area 1

	Units	Acres	Park Construction Value	Total Value Phase	Required/Phase	Discrepancy
Neighborhoods 1-7	571	15.74	\$2,071,804	\$2,071,804	\$1,142,000	\$929,804
Additional Open Space Ground Contributed from West of Corridor Towards Village Plan Area 1 Requirement	0	19.95	\$0	\$0	\$0	\$0
Total Village 1	571	35.69	\$0	\$2,071,804	\$1,142,000	\$929,804
Carryover to Village 2	0	0	-\$929,804	\$0	\$0	-\$929,804

Future Village Plan Requirements

	Units	Acres	Park Construction Value	Total Value Phase	Required/Phase	Discrepancy
Future Village Plans	897	71.31	\$864,196	\$864,196	\$1,794,000	-\$929,804
Carryover from Village Plan Area 1	0	0	\$929,804	\$929,804	\$0	\$929,804
Total Future Village Plans	897	71.31	\$1,794,000	\$1,794,000	\$1,794,000	\$0

UDOT Open Space in MVC Trails & Detention

	Units	Acres	Park Construction Value	Total Value Phase	Required/Phase	Discrepancy
UDOT MVC Trails & Detention	0	26.0	\$0	\$0	\$0	\$0
Total UDOT	0	26.0	\$0	\$0	\$0	\$0

Total Open Space Required Per Community Plan

	Units	Acres	Park Construction Value	Total Value Phase	Required/Phase	Discrepancy
Village Plan Area 1	571	35.7	\$2,071,804	\$2,071,804	\$1,142,000	\$929,804
Future Village Plans	897	71.3	\$864,196	\$864,196	\$1,794,000	-\$929,804
UDOT	0	26.0	\$0	\$0	\$0	\$0
Total Village Plan Area 1	1,468	133	\$2,936,000	\$2,936,000	\$2,936,000	\$0

Total Open Space Required Per Community Plan

	Units	Acres of Open Space	% of Total Ground
Wildflower Owned (Village Plan Area 1 plus Future Village Plans)	1,468	107	24.15%
UDOT	0	26	5.85%
Total Village Plan Area 1	1,468	133	30%

The open space outside of this Village Plan shall be dedicated at the time any plat does not have the sufficient 23.92% Open Space and sufficient Open Space is not available to dedicate from within this Village Plan.

Estimates for each park and amenity to be prepared and submitted by a licensed landscape architect at time of platting toward the required values of this village plan. Construction values to count all park/open space improvements and equipment costs.

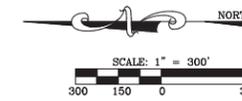




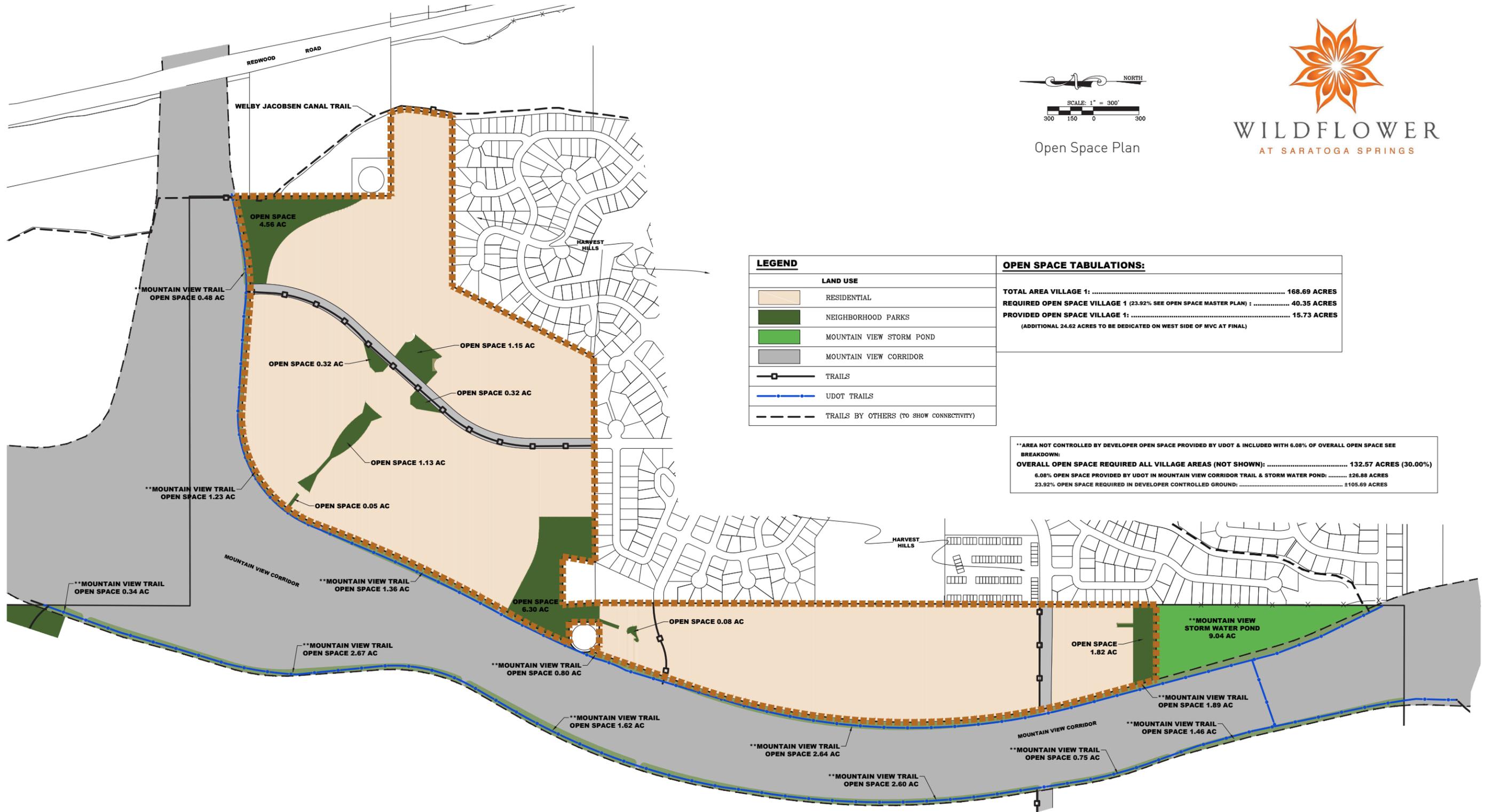
SECTION 14d: Open Space Management Plan (cont'd)



WILDFLOWER
AT SARATOGA SPRINGS



Open Space Plan



LEGEND	
LAND USE	
	RESIDENTIAL
	NEIGHBORHOOD PARKS
	MOUNTAIN VIEW STORM POND
	MOUNTAIN VIEW CORRIDOR
	TRAILS
	UDOT TRAILS
	TRAILS BY OTHERS (TO SHOW CONNECTIVITY)

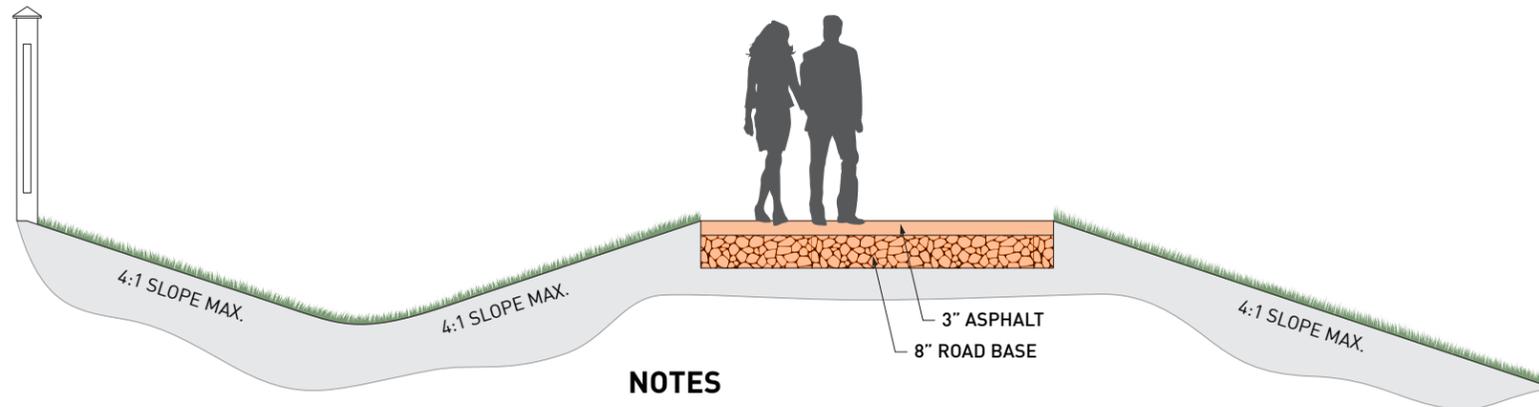
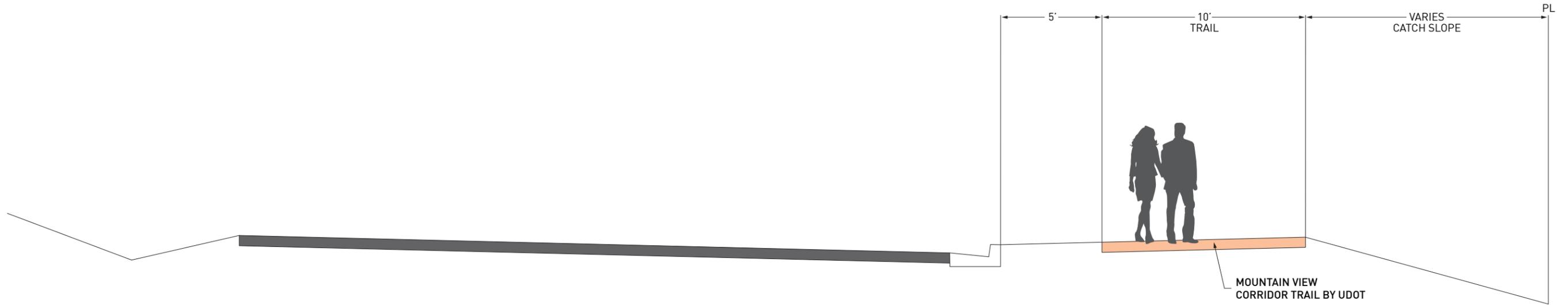
OPEN SPACE TABULATIONS:	
TOTAL AREA VILLAGE 1:	168.69 ACRES
REQUIRED OPEN SPACE VILLAGE 1 (23.92% SEE OPEN SPACE MASTER PLAN):	40.35 ACRES
PROVIDED OPEN SPACE VILLAGE 1:	15.73 ACRES
(ADDITIONAL 24.62 ACRES TO BE DEDICATED ON WEST SIDE OF MVC AT FINAL)	

**AREA NOT CONTROLLED BY DEVELOPER OPEN SPACE PROVIDED BY UDOT & INCLUDED WITH 6.08% OF OVERALL OPEN SPACE SEE BREAKDOWN:
OVERALL OPEN SPACE REQUIRED ALL VILLAGE AREAS (NOT SHOWN): 132.57 ACRES (30.00%)
 6.08% OPEN SPACE PROVIDED BY UDOT IN MOUNTAIN VIEW CORRIDOR TRAIL & STORM WATER POND: ±26.88 ACRES
 23.92% OPEN SPACE REQUIRED IN DEVELOPER CONTROLLED GROUND: ±105.69 ACRES





Typical Trail Sections



NOTES

1. ALL TRAILS SHALL BE ADA ACCESSIBLE AND PROVIDE MAINTENANCE ACCESS.
2. CENTERLINE RADIUS OF MEANDERING TRAILS SHALL BE 100' MIN.





SECTION 14d: Open Space Management Plan (cont'd)

- Open Space A: Private Neighborhood Park
- Open Space B: Private Neighborhood Park
- Open Space C: Private Greenway
- Open Space D: Public Community Park
- Open Space E: Private Neighborhood Park
- Open Space F: Private Neighborhood Park



Open Space Locator Map





SECTION 14d: Open Space Management Plan (cont'd)

BUILDER
DIRECTIONAL SIGN

BENCH

IRRIGATED
SOD (TYP.)

DECIDUOUS
TREES (TYP.)



Open Space A Illustrative





Open Space B Illustrative



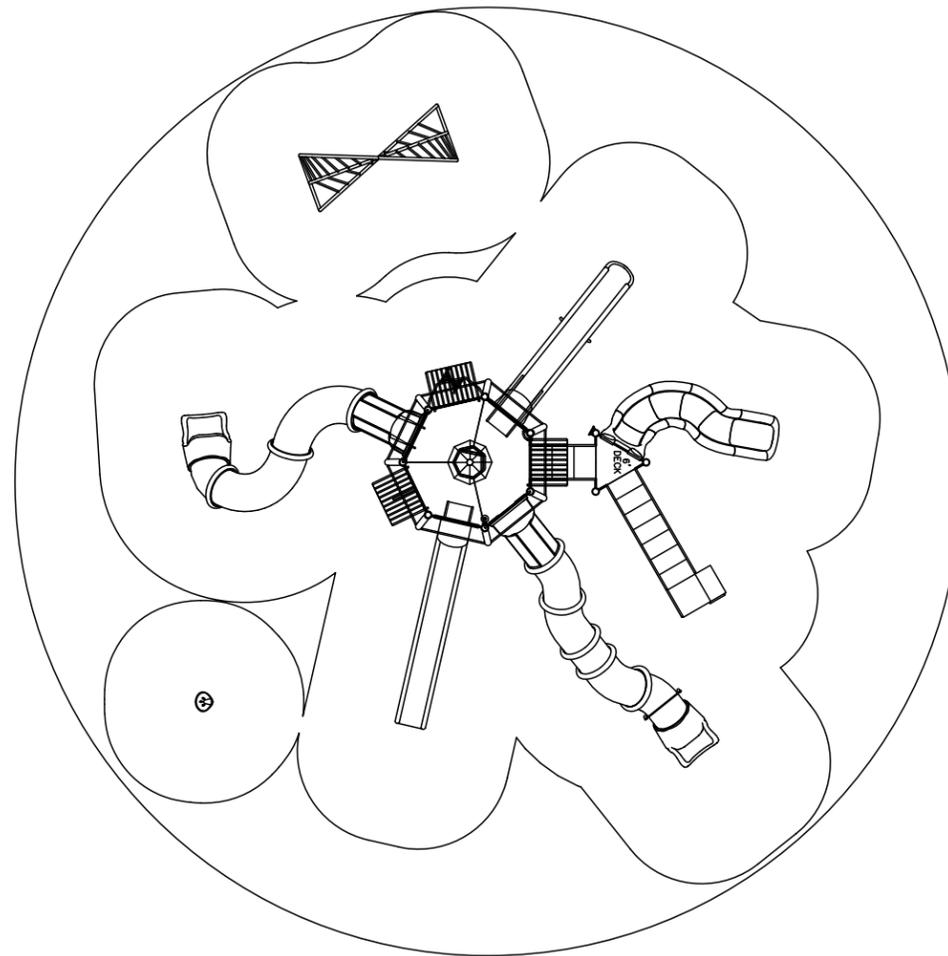


WILDFLOWER - OPTION 1 SARATOGA SPRINGS, UTAH OVER ALL SITE PLAN

AREA: 3318 SQUARE FEET
PERIMETER: 205'
The information provided is for estimation purposes only.

MEGA TOWER PLAY SYSTEM WITH ADJOINING ARCH AND CLIMBER AND SPINNER.

Play area surfacing to be engineered wood fiber and will conform to the current issue of the "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (C.P.S.C.) and ASTM F1487-11.



All materials and equipment will conform to the current issue of the "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (C.P.S.C.) and ASTM F1487-11. The manufacturer will be responsible for correcting any product violations of the C.P.S.C. Guidelines and ASTM F1487-11, to the satisfaction of the Owner, should they be found after installation.

Playground equipment must hold the International Play Equipment Manufacturers Association (IPEMA) certification.

Playground will be accessible in accordance with the latest ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas.

Contractor will be responsible for coordinating with the State for a playground safety audit prior to opening playgrounds for use. Final payment will not be authorized until audit is complete and found to be/or is corrected to be in compliance with design standards, recommendations, and requirements.

Playground Safety Audit Certificates for each playground to be provided.

Play Area Capacity: 75-85



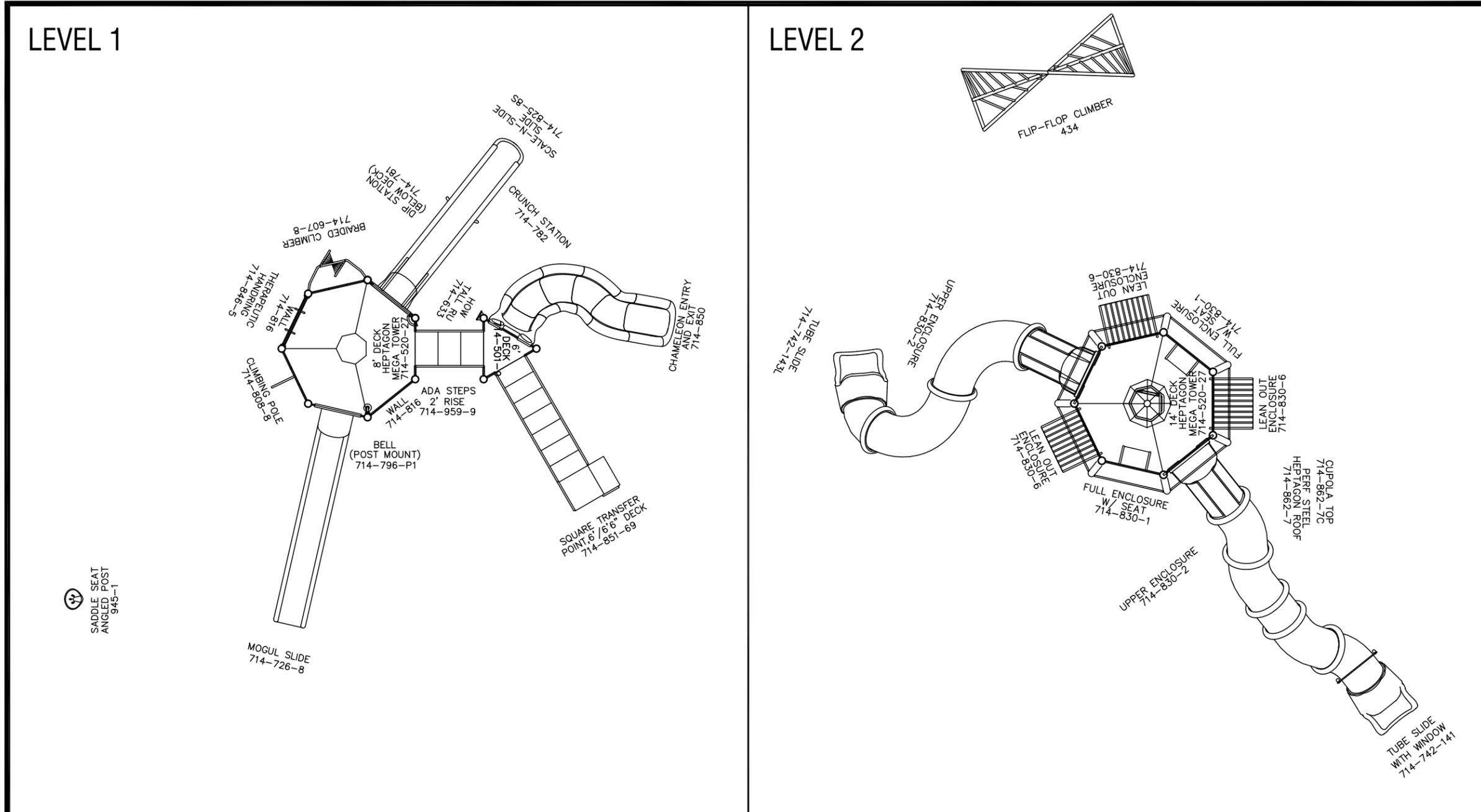
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play. AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	CD216781		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12	DATE: 1/18/2016	
	GROUND SPACE: PROTECTIVE AREA:	42' X 46' 65' DIA.	✓	COMPLIES TO ASTM		ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	SCALE: 1"=10'-0"
			✓	COMPLIES TO ADA	TYPE: 0		QUANTITY: 0

Open Space B Playground Concept





SECTION 14d: Open Space Management Plan (cont'd)



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.



CD216781	
1/18/2016	SHEET 2 of 2

Open Space B Playground Concept



Wildflower Option 1
Saratoga Springs, Utah

CD216781

FOR KIDS
AGES
5-12
YEARS

Miracle

www.miracle-recreation.com

Open Space B Playground Concept



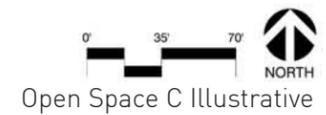


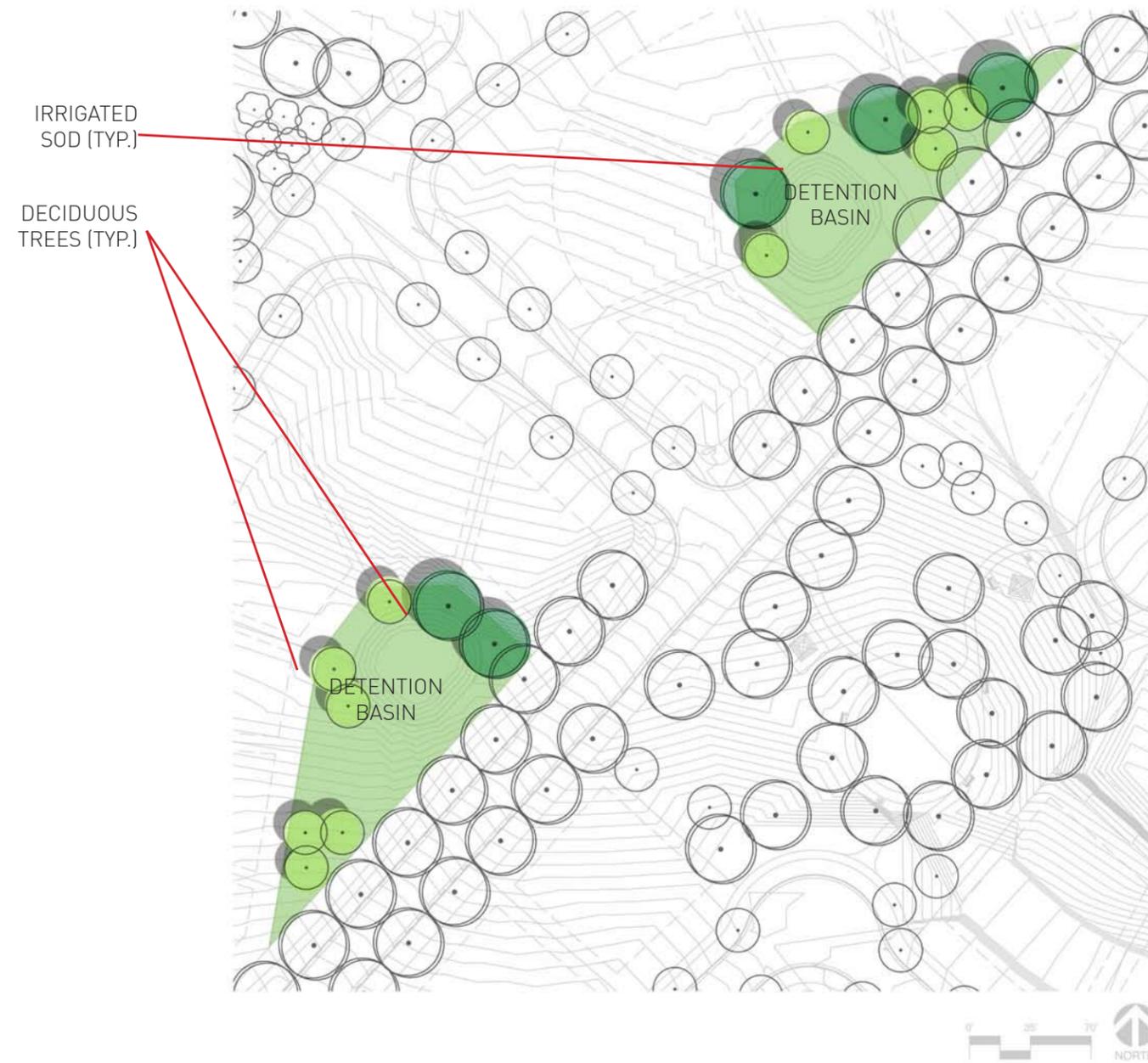
Open Space B Playground Concept





SECTION 14d: Open Space Management Plan (cont'd)





Open Space C Illustrative





SECTION 14d: Open Space Management Plan (cont'd)



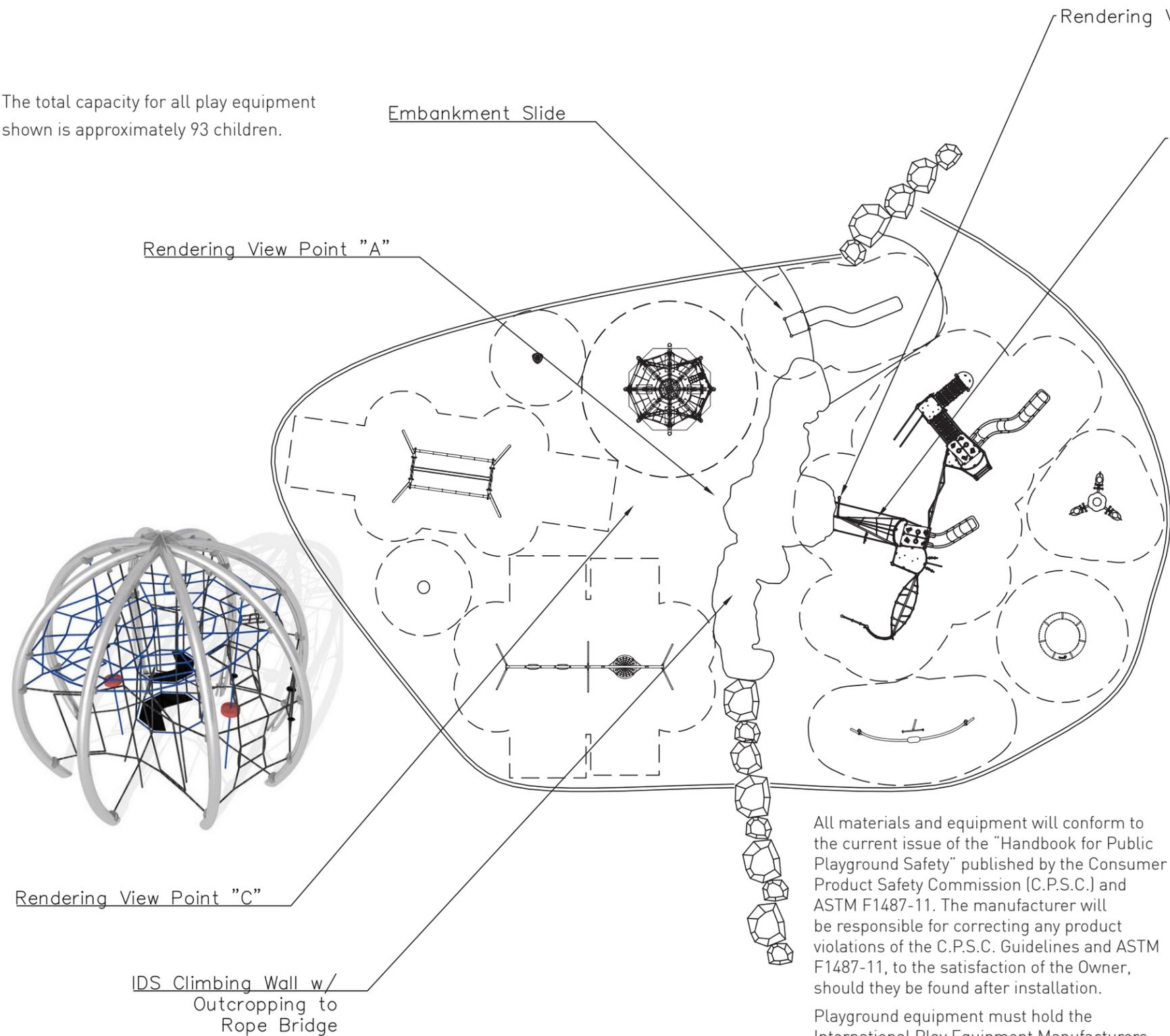
Open Space D Illustrative





SECTION 14d: Open Space Management Plan (cont'd)

The total capacity for all play equipment shown is approximately 93 children.



All materials and equipment will conform to the current issue of the "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (C.P.S.C.) and ASTM F1487-11. The manufacturer will be responsible for correcting any product violations of the C.P.S.C. Guidelines and ASTM F1487-11, to the satisfaction of the Owner, should they be found after installation.

Playground equipment must hold the International Play Equipment Manufacturers Association (IPEMA) certification.



Play area surfacing to be engineered wood fiber and will conform to the current issue of the "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (C.P.S.C.) and ASTM F1487-11.

Playground will be accessible in accordance with the latest ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas.

Contractor will be responsible for coordinating with the State for a playground safety audit prior to opening playgrounds for use. Final payment will not be authorized until audit is complete and found to be/or is corrected to be in compliance with design standards, recommendations, and requirements.

Playground Safety Audit Certificates for each playground to be provided.



Open Space D Playground Concept





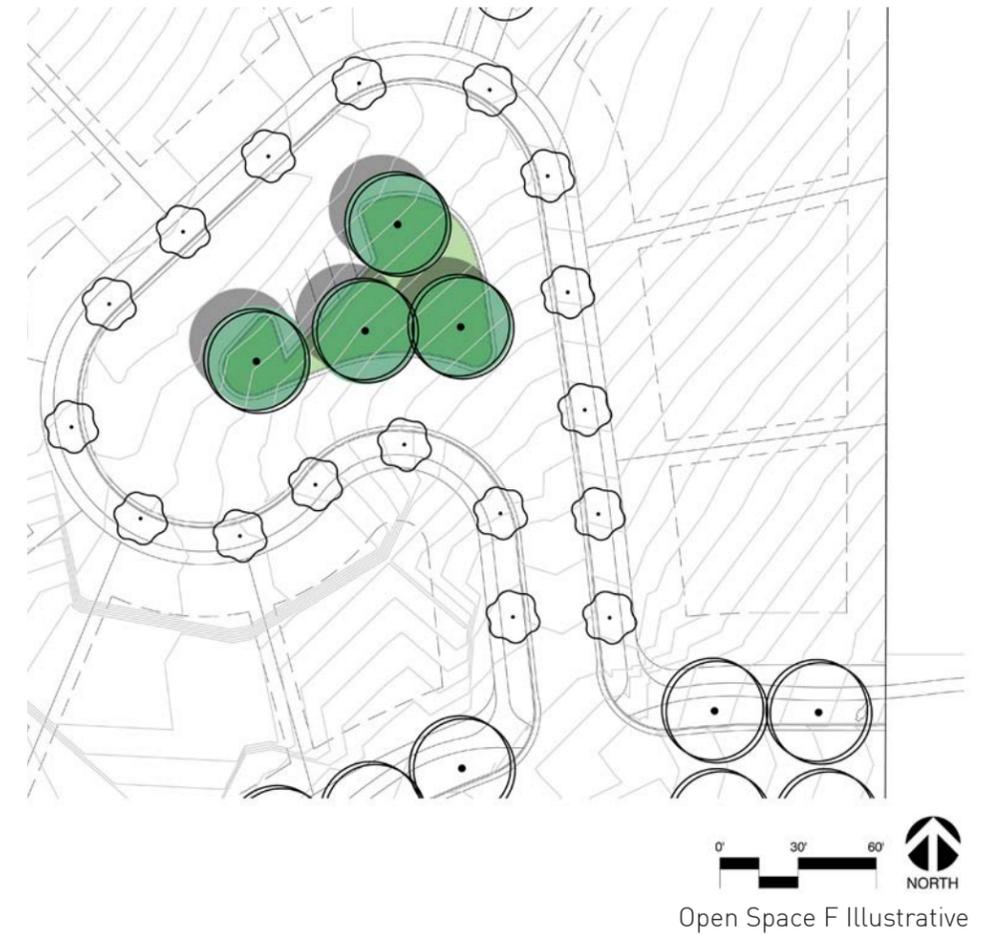
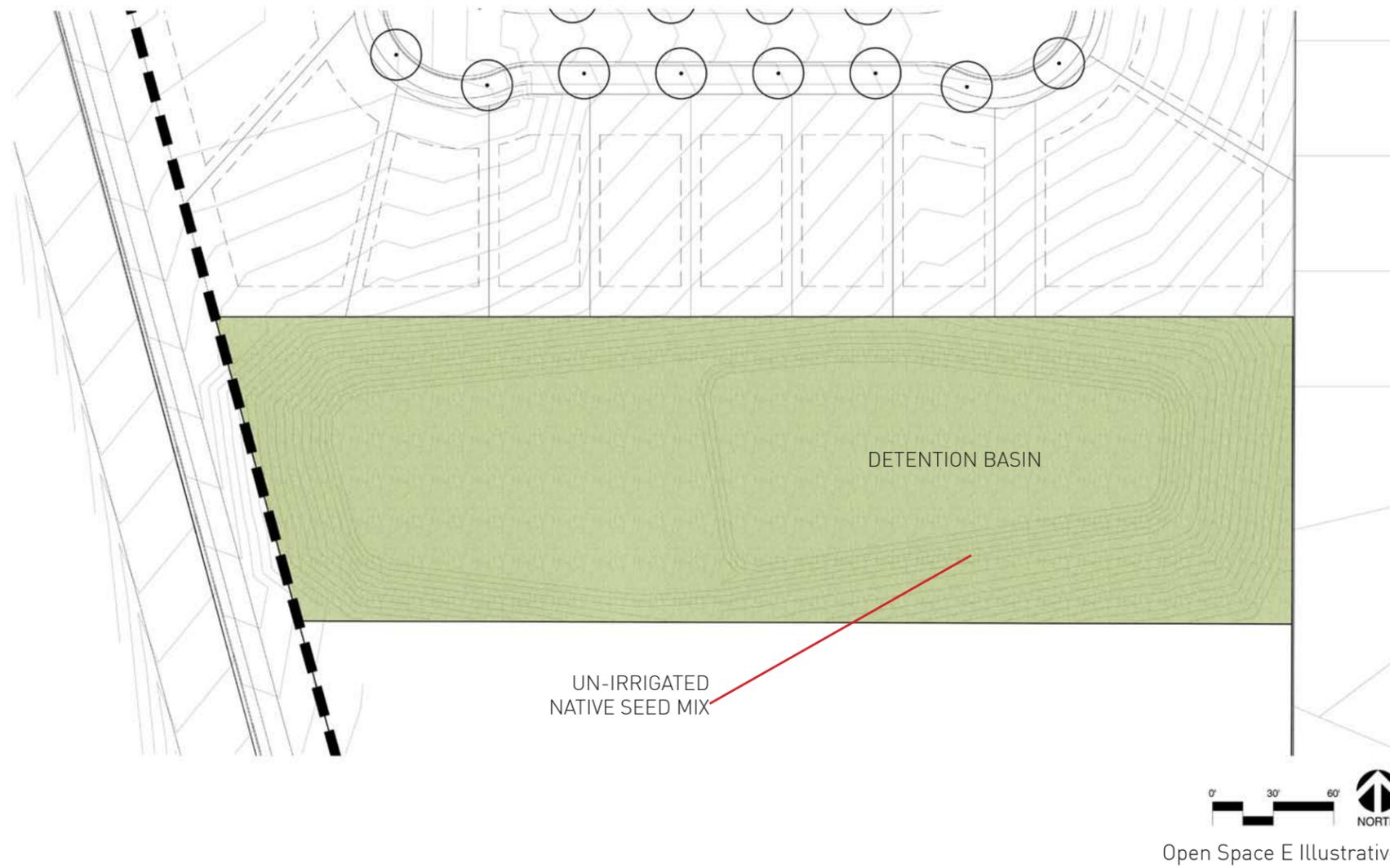
Open Space D Playground Concept





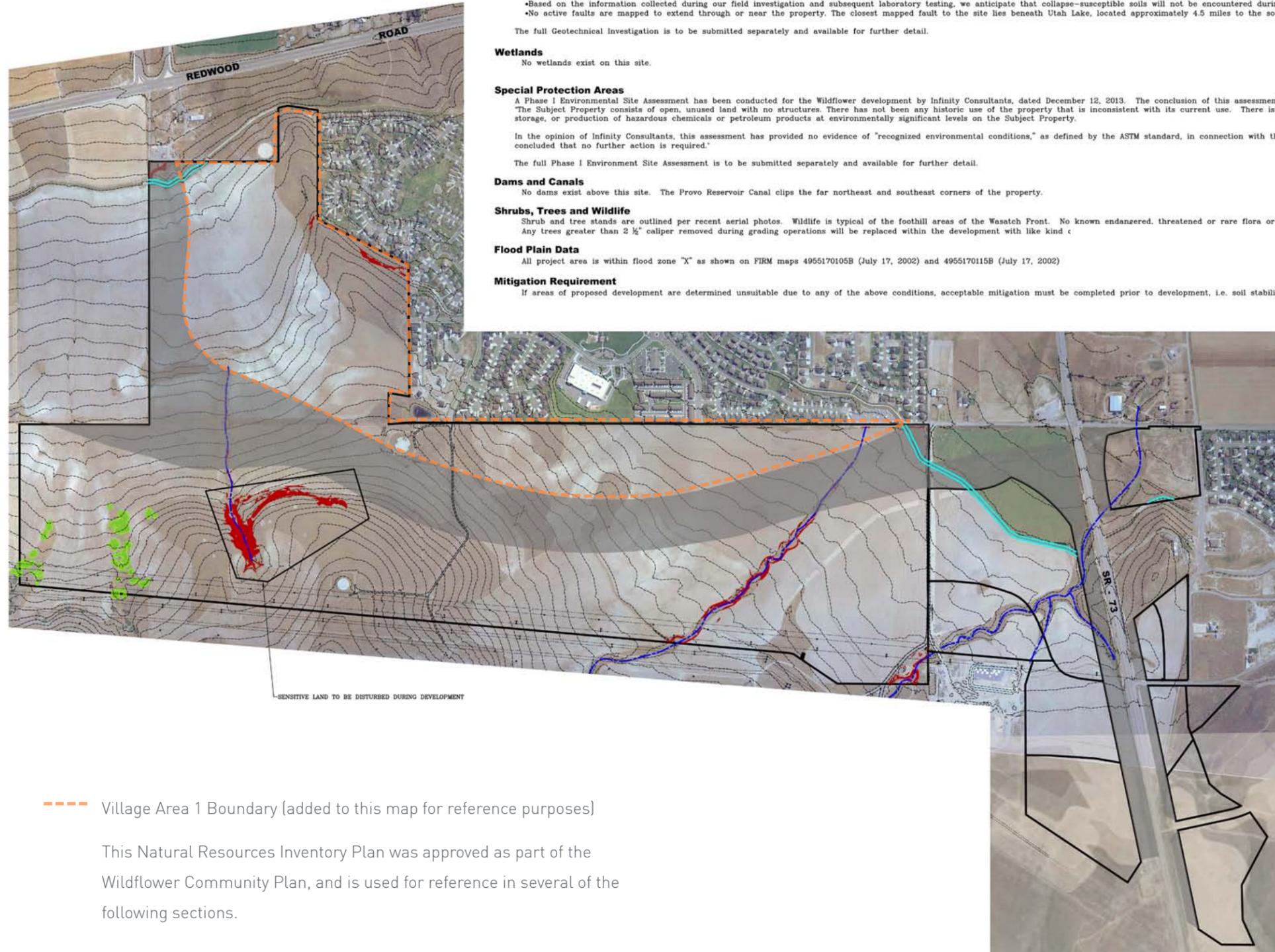
Open Space D Playground Concept







SECTION 14e: Natural Resources Inventory Plan



Slopes

Slope greater than 30% = 7.78 Acres. (for purpose of determining sensitive lands area, incidental & isolated area over 30% have not been included.)

Soils

A Geotechnical Investigation has been conducted for the eastern portion of the Wildflower development by Infinity Consultants, dated January 17, 2014. It is anticipated that the additional parcels within the Wildflower development will have similar soil characteristics. Excerpts from the investigation include:
•The subsurface soils encountered at the site consist of primarily of sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel are frequently found in the subsurface soils.
•No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
•It is our opinion that the site is suitable for the proposed construction. The buildings supported on shallow spread footings bearing on the undisturbed natural silt or clay soils should be designed for a net allowable pressure of 1,250 pounds per square foot. Shallow footings bearing on natural undisturbed well graded sands, gravels or at least 1 foot of compacted structural fill may be designed for a net allowable bearing pressure of 1,500 psf. Basement footings that are embedded a minimum of 6 feet deep from the native ground surface and are bearing on the undisturbed natural silt or clays may be designed for a net allowable pressure of 1,500 psf. Basement footings embedded more than 6 feet and bearing on undisturbed natural well graded sands or gravels may be designed for a net allowable pressure of 1,800 psf.
•At the time of the site investigation was conducted, vegetation at the site consisted primarily of sage brush, with farmed and fallow fields, native grasses and weeds were present around the perimeter of the fields.
•Based on the information collected during our field investigation and subsequent laboratory testing, we anticipate that collapse-susceptible soils will not be encountered during construction.
•No active faults are mapped to extend through or near the property. The closest mapped fault to the site lies beneath Utah Lake, located approximately 4.5 miles to the south. (Machette, 1992).

The full Geotechnical Investigation is to be submitted separately and available for further detail.

Wetlands

No wetlands exist on this site.

Special Protection Areas

A Phase I Environmental Site Assessment has been conducted for the Wildflower development by Infinity Consultants, dated December 12, 2013. The conclusion of this assessment states:
The Subject Property consists of open, unused land with no structures. There has not been any historic use of the property that is inconsistent with its current use. There is no evidence of current or past use, storage, or production of hazardous chemicals or petroleum products at environmentally significant levels on the Subject Property.

In the opinion of Infinity Consultants, this assessment has provided no evidence of "recognized environmental conditions," as defined by the ASTM standard, in connection with the Subject Property. Therefore, it can be concluded that no further action is required.

The full Phase I Environment Site Assessment is to be submitted separately and available for further detail.

Dams and Canals

No dams exist above this site. The Provo Reservoir Canal clips the far northeast and southeast corners of the property.

Shrubs, Trees and Wildlife

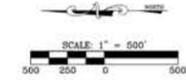
Shrub and tree stands are outlined per recent aerial photos. Wildlife is typical of the foothill areas of the Wasatch Front. No known endangered, threatened or rare flora or fauna are known to exist on the site. Any trees greater than 2 1/2" caliper removed during grading operations will be replaced within the development with like kind.

Flood Plain Data

All project area is within flood zone "X" as shown on FIRM maps 4955170105B (July 17, 2002) and 4955170115B (July 17, 2002)

Mitigation Requirement

If areas of proposed development are determined unsuitable due to any of the above conditions, acceptable mitigation must be completed prior to development, i.e. soil stabilization, environmental hazards, etc.



Natural Resources Inventory Plan

Legend	
	Stands of Trees
	Existing Gravel Road
	Existing Drainage Channel
	Existing Canal

Existing Sensitive Land Calculations	
Sensitive area calculation:	7.78 Acres
(for purpose of determining sensitive lands area, incidental & isolated area over 30% have not been included.)	

----- Village Area 1 Boundary (added to this map for reference purposes)

This Natural Resources Inventory Plan was approved as part of the Wildflower Community Plan, and is used for reference in several of the following sections.



SECTION 14f: Wildlife Mitigation Plan

As indicated in the Natural Resources Inventory Plan in Section 14e of this document, Wildlife is typical of the foothill areas of the Wasatch Front, and no known endangered, threatened, or rare flora or fauna are known to exist on the site. Therefore, no wildlife mitigation is required for Village Plan Area 1.



SECTION 14g: Sensitive Lands Protection

Sensitive lands cannot be included within lots. However, in accordance with the mass grading plan approved with the Community Plan, areas that are graded out of sensitive lands are allowed to be included within lots. As indicated in the Natural Resources Inventory Plan in Section 14e of this document, there are several areas of sensitive lands (shown in red) within the Village Plan Area 1 boundary. These areas represent land with slopes greater than 30%, and are primarily found in neighborhoods #1 and #2 Primrose, with a small amount found in the open space south of neighborhood #7 Wild Rose. These areas are anticipated to have slopes less than 30% after the mass grade is complete. Areas with slopes greater than 30% that remain outside of the defined building pads after mass grading of the area will be protected by means of Slope Easements. These sensitive lands shall be required to have a note placed on the plat to identify the location of the easement and the lots affected.

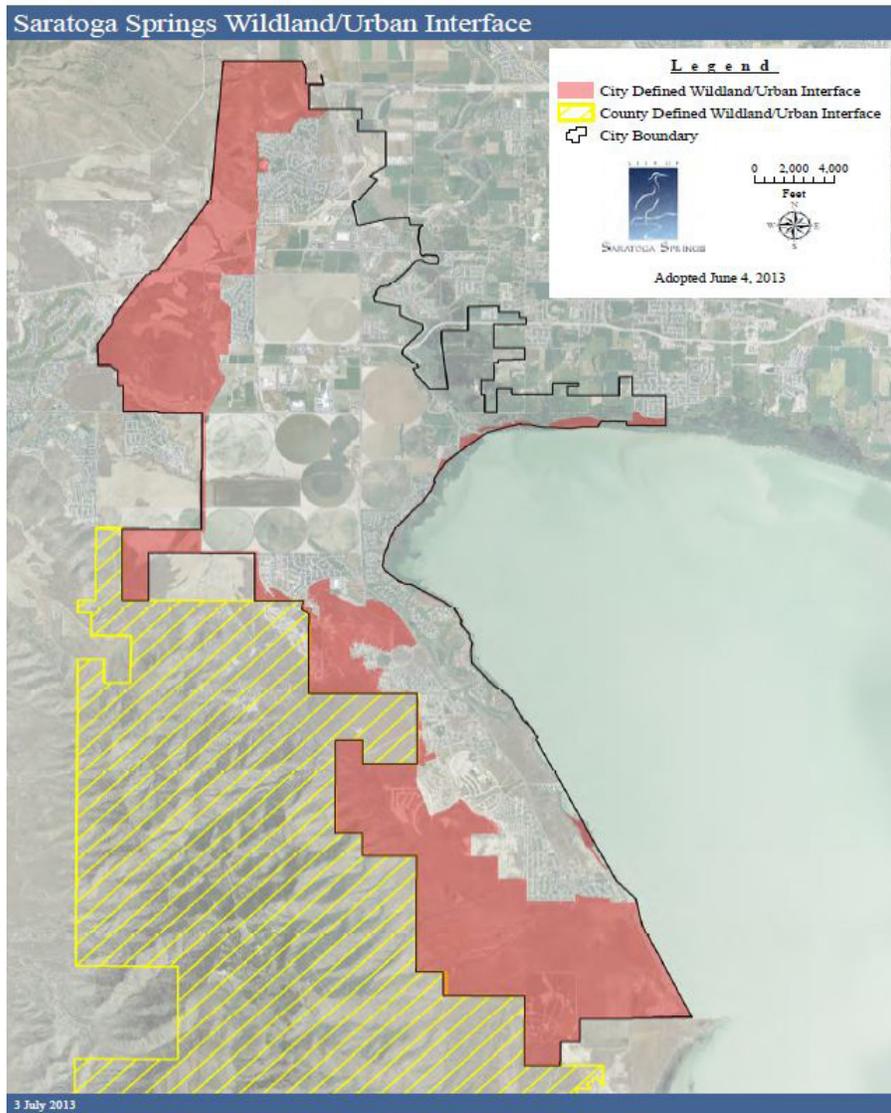
Example of Slope Easement on Plat

Special not for lots xxx – xxx: All homes and accessory buildings or structures shall be constructed only within the buildable area for such lots and outside the slope easement area identified on this plat. No changes in grade shall be permitted within the slope easement area without express written permission from the City. This prohibition shall not apply to the planting of grass, flowers and small shrubs and trees indigenous to the area, or placement of decorative rock and similar non-invasive landscaping. This exception for planting does not permit the installation of irrigation systems within the slope easement which shall require the express written permission from the City.



SECTION 14h: Fire Protection Plan

As described in the Wildflower Community Plan, The project lies entirely within the City defined Wildland/Urban Interface. At the time a preliminary plat is submitted, a Fire Protection Plan in accordance with the Utah Wildland-Urban Interface Code shall be prepared to assess site specific wildfire risk. This assessment includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management. Feasibility of the Fire Protection Plan will be reviewed at time of preliminary plat and shall be in accordance with the Utah Wildland Urban Interface Code.



SECTION 14i: Traffic Study

The revised traffic study addresses the entire Wildflower community. However, it is broken into two segments. The first is the number of units that can be developed and have an adequate capacity on current collectors. The second segment is the number of units that can be developed and have an adequate capacity on the MVC frontage roads are built.



SECTION 14i: Traffic Study (cont'd)

HALES ENGINEERING
innovative transportation solutions

Wildflower Traffic Impact Study



WILDFLOWER

AT SARATOGA SPRINGS

Saratoga Springs, Utah February 2016

UT16-841

1220 North 500 West, Ste. 202 Lehi, UT 84043 p.801.766.4343
www.halesengineering.com



SECTION 14i: Traffic Study (cont'd)



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with proposed Wildflower residential development in Saratoga Springs, Utah. The proposed development is located on the west side of Redwood Road (SR-68) and the existing Harvest Hills residential development.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2016) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- Redwood Road (SR-68) / 2100 North (SR-85)
- Redwood Road (SR-68) / Spring Hills Drive
- Redwood Road (SR-68) / Harvest Hills Boulevard
- Providence Drive / Harvest Hills Boulevard
- Harvest Moon Drive / Spring Hills Drive
- Providence Drive / Harvest Moon Drive

These counts were performed on Wednesday, January 27, 2016. The a.m. peak hour was determined to be between the hours of 7:00 and 8:00 a.m. and the p.m. peak between 5:00 and 6:00 p.m. The afternoon volumes were approximately 17 percent higher than the morning volumes and were used for this analysis. Detailed count data are included in Appendix A.

As shown in Table ES-1, the Redwood Road (SR-68) / Spring Hills Drive intersection is currently operating at LOS F. All other study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queues at the Redwood Road (SR-68) / Harvest Hills Boulevard extend for several hundred feet on the north- and southbound approaches. The southbound queue, at times, blocks an upstream intersection. The queues on the eastbound approach to the Redwood Road (SR-68) / Spring Hills Drive intersection also extend for several hundred feet. No other significant queueing was observed during the p.m. peak hour.



SECTION 14i: Traffic Study (cont'd)



Project Conditions Analysis

The proposed land use for the development has been identified as follows:

- Single-Family Detached Housing: 1,069 Dwelling Units
- Residential Condominium/Townhouse: 246 Dwelling Units

The total trip generation for Phase I of the development is as follows:

- Daily Trips: 5,184
- a.m. Peak Hour Trips: 408
- p.m. Peak Hour Trips: 502

The total trip generation for both Phase I and Phase II of the development is as follows:

- Daily Trips: 6,042
- a.m. Peak Hour Trips: 471
- p.m. Peak Hour Trips: 577

Existing (2015) Plus Project Conditions Analysis

As shown in Table ES-1, all three study intersections on Redwood Road (SR-68) are anticipated to operate at LOS F with project traffic added during the p.m. peak hour. All other study intersections are anticipated to operate at LOS A. The 95th percentile queues on all three approaches to the Redwood Road (SR-68) / Harvest Hills Boulevard intersection are anticipated to extend for several hundred feet.

Future (2020) Background Conditions Analysis

As shown in Table ES-1, the Redwood Road (SR-68) / 2100 North (SR-85) and Redwood Road (SR-68) / Spring Hills Drive intersection are anticipated to operate at LOS F with future 2020 traffic conditions. All other study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queues at the Redwood Road (SR-68) / 2100 North (SR-85) intersection are anticipated to be excessive on all three approaches during the p.m. peak hour. The 95th percentile queues on the southbound approach to the Redwood Road (SR-68) / Harvest Hills Boulevard intersection are anticipated to extend several hundred feet. The queues on the eastbound approach to the Redwood Road (SR-68) / Spring Hills Drive intersection are anticipated to be excessive due to the difficulty of executing left-turn movements at this location.

Future (2020) Plus Project Conditions Analysis

As shown in Table ES-1, the Redwood Road (SR-68) / 2100 North (SR-85) intersection is anticipated to operate at LOS F with project traffic added. All other study intersections are



SECTION 14i: Traffic Study (cont'd)



anticipated to operate at acceptable levels of service during the p.m. peak hours. Significant queuing is anticipated at the Redwood Road (SR-68) / 2100 North (SR-85) intersection on all approaches. No other significant queuing is anticipated.

Future (2040) Plus Project Conditions Analysis

As shown in Table ES-1, the Redwood Road (SR-68) / 2100 North (SR-85) intersection is anticipated to operate at LOS F, and the Southbound Mountain View Corridor Frontage Road / Harvest Hills Boulevard intersection is anticipated to operate at LOS E during the p.m. peak hour. All other study intersections are anticipated to operate at acceptable levels of service. Significant queuing is anticipated at the Redwood Road (SR-68) / 2100 North (SR-85) on the southbound approach, and at the Southbound Mountain View Corridor Frontage Road / Harvest Hills Boulevard intersection on the south- and eastbound approaches.



SECTION 14i: Traffic Study (cont'd)



**TABLE ES-1
P.M. Peak Hour
Saratoga Springs - Wildflower TIS**

Intersection	Existing 2016 Background	Existing 2016 Plus Project	Future 2020 Background	Future 2020 Plus Project	Future 2040 Plus Project
Description	LOS (Sec/Veh ¹)				
Redwood Road (SR-68) / 2100 North (SR-85)	-	-	F (>80)	F (>80)	F (>80)
Redwood Road (SR-68) / New Access Road	-	F (>50) / EB	-	C (18.6) / EB	C (18.8) / EB
Redwood Road (SR-68) / Spring Hills Drive	F (>50) / EB	F (>50) / EB	F (>50) / EB	D (26.0) / EB	C (22.2) / EB
Redwood Road (SR-68) / Harvest Hills Boulevard	D (51.7)	F (>80)	C (25.5)	B (14.3)	C (30.0)
Providence Drive / Harvest Hills Boulevard	A (2.4)	A (3.4)	A (3.0)	A (3.4)	A (6.1)
Harvest Moon Drive / Spring Hills Drive	A (7.5) / WB	A (5.6) / NB	C (15.7) / SB	A (3.4) / WB	A (3.8) / WB
Providence Drive / Harvest Moon Drive	A (2.0)	A (2.4)	A (2.1)	A (2.1)	A (2.3)
SB MVC / 2100 North (SR-85)	-	-	-	B (14.7)	-
NB MVC / 2100 North (SR-85)	-	-	-	C (23.3)	-
SB MVC / 1500 North	-	-	-	C (23.5)	C (20.9)
NB MVC / 1500 North	-	-	-	B (13.3)	A (9.8)
SB MVC / Harvest Moon Drive	-	-	-	C (21.0)	B (15.7)
NB MVC / Harvest Moon Drive	-	-	-	B (18.4)	B (13.1)
SB MVC / Harvest Hills Boulevard	-	-	-	D (49.6)	E (77.1)
NB MVC / Harvest Hills Boulevard	-	-	-	C (30.2)	C (34.7)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
 2. This intersection is a project access and was only analyzed in "plus project" scenarios.
 3. This intersection was eliminated as part of the proposed project and was only analyzed in "background" scenarios.
 Source: Hales Engineering, February 2016



SECTION 14i: Traffic Study (cont'd)



RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2016) Background Conditions Analysis

The Redwood Road (SR-68) / Spring Hills Drive intersection is a stop-controlled access onto a major highway. It is generally expected that there will be delays at these types of intersections, especially during peak traffic periods. The Redwood Road (SR-68) / Harvest Hills Boulevard intersection is currently meeting UDOT criteria for dual left-turn lanes on the northbound approach. Although this intersection is currently operating at an acceptable LOS, it is recommended that dual left-turn lanes be constructed at this location.

Existing (2016) Plus Project Conditions Analysis

As previously discussed, the Redwood Road (SR-68) / Harvest Hills Boulevard intersection is currently meeting UDOT criteria for dual left-turn lanes on the northbound approach. It is recommended that dual left-turn lanes be constructed at this location.

Future (2020) Background Conditions Analysis

Additional capacity will be required to accommodate the projected traffic on Redwood Road (SR-68). It is recommended that Redwood Road (SR-68) be expanded to a seven-lane cross section. It is recommended that the Redwood Road (SR-68) / Spring Hills Drive intersection be converted to a right-in right-out (RIRO) configuration, as it is anticipated that executing left-turn movements will continue to be difficult. It is likely that drivers will elect to utilize Harvest Hills Boulevard as an alternate access.

Future (2020) Plus Project Conditions Analysis

The Redwood Road (SR-68) / 2100 North (SR-85) intersection is a junction of two major roadways. Future plans are for 2100 North (SR-85) to become a freeway connecting I-15 to the Mountain View Corridor, and for the Mountain View Corridor to take the place of Redwood Road (SR-68) as primary north/south route through the western part of the county. When these projects are completed, east/west traffic will be grade separated and the amount of north/south traffic will be diverted to the Mountain View Corridor. Until these projects are completed, it is recommended that an innovative intersection design be implemented to accommodate the large amounts of traffic at this intersection. No other mitigation measures are recommended.



SECTION 14i: Traffic Study (cont'd)



Future (2040) Plus Project Conditions Analysis

It is anticipated that there will be a high number of right-turning vehicles on the southbound approach to the Mountain View Corridor Frontage Road / Harvest Hills Boulevard intersection. It is recommended that right-turning capacity be increased at this location with the addition of a free right-turn lane onto westbound Harvest Hills Boulevard. No other mitigation measures are recommended.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- It was assumed that the proposed project would be built in two phases: the first phase on the east side of the Mountain View Corridor right-of-way, and second on the west side. Trips generated by Phase I of the project were included in the existing (2015) background and plus project analyses. Trips from both Phase I and Phase II were included in all future (2020 and 2040) analyses.
- It was assumed for these analyses that the Mountain View Corridor frontage roads would be constructed through the project area for the future (2020 and 2040) plus project scenarios, and that the Mountain View Corridor and 2100 North freeways would be constructed for the future (2040) plus project scenario.
- The Redwood Road (SR-68) / 2100 North (SR-85) intersection is anticipated to operate at LOS F in 2020 and 2040. It is recommended that an innovative intersection design be implemented at this location.
- The Redwood Road (SR-68) / Harvest Hills Boulevard intersection currently meets UDOT criteria for dual left-turn lanes on the northbound approach. It is recommended that these turn lanes be constructed.
- It is anticipated that the Redwood Road (SR-68) / Harvest Hills Boulevard intersection will operate at LOS E with Phase I project traffic added. With only 90% of the planned 567 single-family homes completed, the intersection will operate at LOS D.
- The Redwood Road (SR-68) / Spring Hills Drive intersection is anticipated to continue to operate at LOS F through 2020. This is generally expected at stop-controlled intersections on busy roadways.
- It is anticipated that a large portion of traffic on Redwood Road (SR-68) will reroute to the new Mountain View Corridor system, alleviating some of the congestion along the corridor.
- All intersections along the Mountain View Corridor frontage roads are anticipated to operate at acceptable levels of service, with the exception of the Southbound Mountain View Corridor Frontage Road / Harvest Hills Boulevard intersection in 2040. There are a high number of right-turning vehicles anticipated on the southbound approach to this intersection. It is recommended that a free right-turn lane be constructed on this approach.



SECTION 14i: Traffic Study (cont'd)



- All existing intersections within the existing Harvest Hills residential development currently operate at acceptable levels of service, and are anticipated to continue as such through 2040 with traffic from the proposed project added.



SECTION 15: Site Characteristics

General site characteristics for Wildflower were provided in the Community Plan, page 92, first paragraph in the geotechnical investigation (text is provided below).

Wildflower is a proposed 800-acre development “located west of Redwood Road approximately 1.5 miles north of highway 73 (Lehi Main Street/Cedar Fort Road) in Saratoga Springs Utah. The project area is located on the northern and western borders of the Harvest Hills subdivision and consists of a northern region and a southern region that are joined by a narrow neck of property. The northern regional slopes generally to the east and has some steep slopes. The southern region of the property predominantly slopes to the southeast with mild slopes. Approximately 70 percent of the property was previously farmed. The remaining 30 percent of the property is undisturbed rangeland with wild grasses and sagebrush.”

General site characteristics were also provided in the Community Plan on page 89, under the summary of the Environmental Site Assessment conducted by Infinity Consultants.

- » “Surficial soils were visually inspected and appear to be sandy silts with gravel and boulders at higher elevations. The property is covered by native grasses, weeds, and plowed fields,.
- » The property slopes gradually and changes several hundred feet from its high point in the northwest to the lowest points in the northeast and south. The slope is much steeper in the northwest, in the vicinity to the western most City water tank.
- » An irrigation canal runs through the Subject Property at two locations, First in the southern part of the property just north of and then crossing Cedar Fort Road, then second in the northeast portion of the property.
- » All drainages crossing the property seem to end at the irrigation canal.
- » There are high power electrical transmission lines bordering the west boundary of the Subject Property.
- » There are no constructed structures on the entire property or evidence of past structures.”



SECTION 16: Findings

Village Plan Area 1 is the 169-acre first phase within the 800-acre Wildflower Community Plan located in Saratoga Spring, Utah. The Wildflower Village Plan Area 1 is compliant with all PC Zone Requirements for Village Plans as defined in section 19.26.09 of the Saratoga Springs Municipal Code. We find that Village Plan Area 1:

- a. is consistent with the adopted Wildflower Community Plan;
 - » Village Plan Area 1 adheres to the development standards, thoroughfare types, and open spaces types and requirements established in the Wildflower Community Plan.
- b. does not exceed the total number of Equivalent Residential Units (ERUs) dictated in the adopted Community Plan;
 - » The number of potential ERUs established in the Community Plan for Village Plan Area 1 is 580. Village Plan Area 1 establishes a maximum of 571 within the seven neighborhoods that comprise Village Plan Area 1.
- c. for an individual neighborhood, does not exceed the total number of ERUs established in the adopted Wildflower Community Plan;
 - » The ERUs were reduced from 109 to 95 to increase the size of the neighborhood park located in Neighborhood 4.
- d. is consistent with the utility, infrastructure, and circulation plans of the Wildflower Community Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts;
 - » Village Plan Area 1 implements the utility, infrastructure, and circulation plans as specified in the Wildflower Community Plan.
- e. properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties;
 - » Wildflower has been designed to accommodate significant infrastructure elements that are important to the City within the structure of the property. Wildflower was designed to maximize pedestrian, bike, and other mobility options. Open space is highly integrated to provide direct and easy access to residents.
- f. contains the required elements as required in section 19.26.10 of the Saratoga Springs Municipal Code.



SECTION 17: Mitigation Plans

According to the Natural Resources Inventory Plan in Section 14e:

- » Slopes greater than 30% total 7.78 acres for the entire Wildflower property;
- » No wetlands exist on this site;
- » No subsurface water was encountered to the maximum depth investigated;
- » The site is suitable for the proposed construction;
- » No active faults are mapped to extend near or through the property;
- » There is no evidence of current or past use, storage, or production of hazardous chemicals or petroleum products at environmentally significant levels on the Subject Property;
- » No dams exist above this site;
- » The Provo Reservoir Canal clips the far northeast and southeast corners of the property;
- » No known endangered, threatened or rare flora or fauna are known to exist on the site; and
- » All project area is within the flood zone "X."

Section 14e states that "if areas of proposed development are determined unsuitable due to any of the above conditions, acceptable mitigation must be completed prior to development, i.e. soil stabilization, environmental hazards, etc."

As described in Section 14g: Sensitive Lands Protection, that are several small areas of sensitive lands with slopes over 30%. The lots in Village Plan Area 1 have been laid out to ensure that the sensitive lands in these areas remain in the undeveloped rear yards. These sensitive lands will be protected from disturbance during the development process through the establishment of construction limit lines. As described in Section 14e: Natural Resources Inventory Plan, "any trees greater than 2 1/2" caliper removed during grading operations will be replaced within the development with like kind or better, 2 1/2" caliper minimum."





SECTION 18: Offsite Utilities

Wildflower Village 1 Offsite Estimates					
Saratoga Springs, UT					
Engineer's Construction Cost Estimate Per Master Development Plan Exhibits					
Project Costs					Notes
Item	Est. Quantity	Unit	Unit Price	Total Amount	
Sanitary Sewer - Offsite					
12" PVC Main	3,365	lf	\$ 40.00	\$ 134,600	
18" PVC Main	488	lf	\$ 50.00	\$ 24,400	
48" Manholes	13	ea	\$ 2,500.00	\$ 32,500	
T-Patch Repair in Ex. Asphalt	50	lf	\$ 16.00	\$ 800	
Bore Under Canal & Redwood Road	200	lf.	\$ 350.00	\$ 70,000	
Traffic Control on Redwood Road	1,064	lf	\$ 20.00	\$ 21,280	
Canal Crossing Repair	1	ls	\$ 25,000.00	\$ 25,000	
Imported Pipe Bedding	1,002	tons	\$ 12.00	\$ 12,021	
Imported Trench Backfill	5,009	tons	\$ 8.00	\$ 40,071	
Subtotal Sanitary Sewer - Offsite				\$ 360,673	
Culinary Water - Offsite					
12" PVC	2,739	lf	\$ 40.00	\$ 109,560	
8" PVC	1,072	lf	\$ 28.00	\$ 30,016	
Imported Pipe Bedding	579	tons	\$ 12.00	\$ 6,946	
Imported Trench Backfill	991	tons	\$ 8.00	\$ 7,927	
Subtotal Culinary Water - Offsite				\$ 154,448	
SUBTOTAL				\$ 515,121	
TOTAL CONSTRUCTION COST				\$ 515,121	
NOTES:			DISCLAIMER		
1. Estimates are only for OFFSITE utility improvements relative to Village 1 of the Wildflower Development.			THE DATA AND INFORMATION PRESENTED HEREIN HAVE BEEN PRODUCED CONSISTENT WITH INDUSTRY STANDARDS BY OPERATORS EXERCISING REASONABLE SKILL AND CARE. THIS DATA AND INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO THE ACCURACY OF THIS DATA OR INFORMATION. IN NO EVENT WILL LEI CONSULTING ENGINEERS AND SURVEYORS INC. BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER COMMERCIAL DAMAGE INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM THE USE OF THIS INFORMATION OR DATA.		
2. Refer to the Master Development Plan Exhibits for the location of all offsite improvements.					



SECTION 19: Master Development Agreement

A Master Development Agreement has been approved by the City and was recorded with the County on February 24, 2015.



City Council Staff Report

Author: Mark T. Edwards

Subject: Bid Award for the Marina Intake and Booster Station

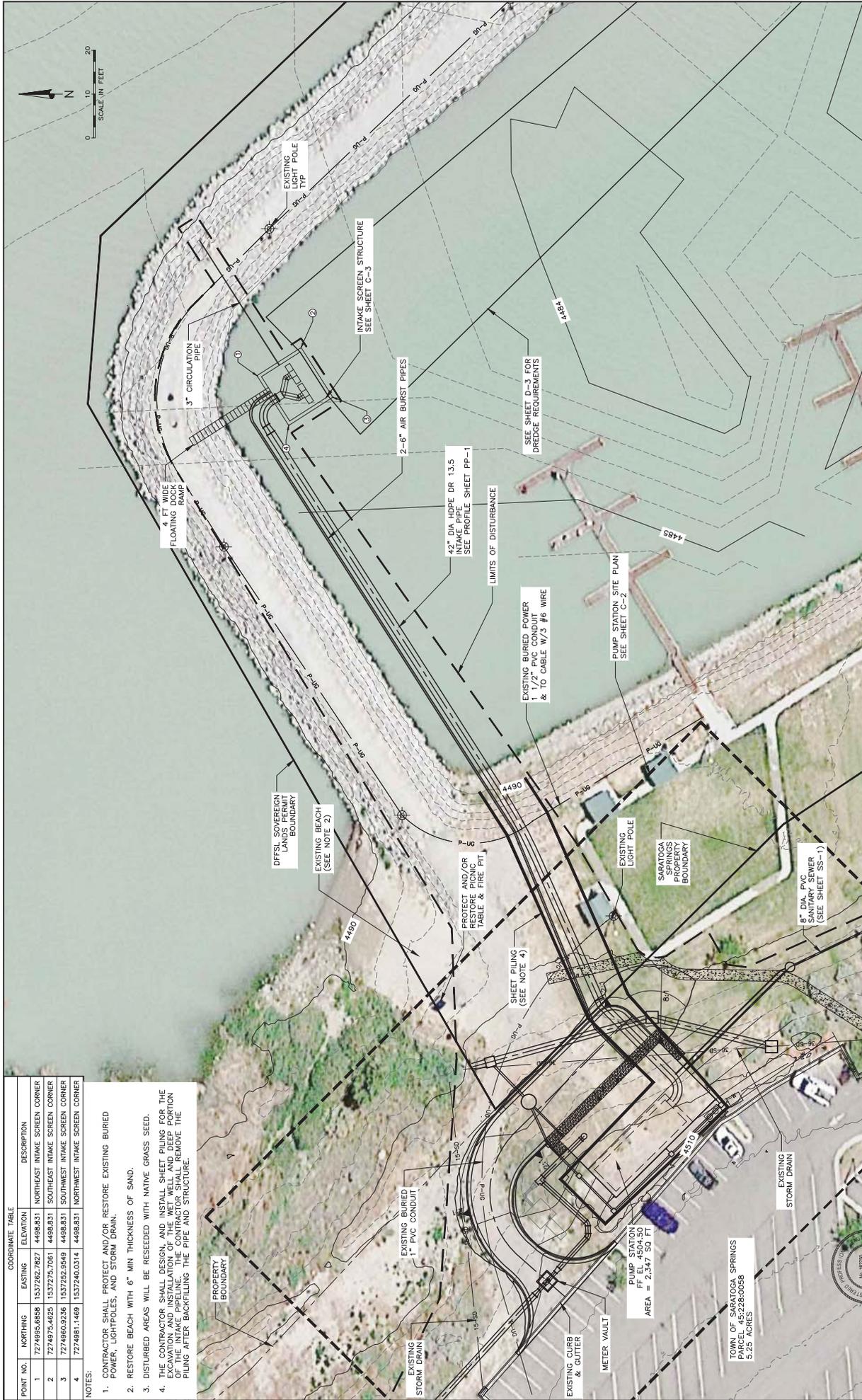
Date: October 18, 2016

Type of Item: Bid Award recommendation



Description:

- A. Topic:** This item is for the approval of a contract for the installation of a new secondary water pump station, intake and associated pipelines at the City marina.
- B. Background:** A south Zone 1 and 2 pressurized irrigation water source project is identified in the City's adopted Secondary Water Impact Fee Facilities Plan as project #3. This project replaces the secondary water pilot well which was abandoned in 2014. The project includes a secondary water pump station on the shore of the City Marina, a pipeline, a water intake assembly installation in Utah Lake and channel dredging from the lake to the intake. There are three Additive Alternate Bids (add alts) aside from the project improvements shown in the Base Bid. Depending on the bid costs, Staff may also request the award of one or more of the three Additive Alternates. The first is the cost for dredging the whole marina; the second is the installation cost for large diameter PVC water pipe in lieu of ductile iron pipe, the third Add. Alt request is for a Davit crane for lifting and maintaining the self-cleaning filter assembly.
- C. Analysis:**
- This pump station will ultimately provide 4,000 gallons per minute of supplemental water source for the southern end of the City. The funding for this project has been allocated from Bond Proceeds and Secondary Water impact Fees. The bid for this project was posted on Bidsync September 21st and bids will be opened on Thursday October 13th at 2:00. The bids will be reviewed and collated by Hansen, Allen and Luce and a letter of recommendation based on the costs provided by the lowest qualified bidder will be provided to the City Council in an updated packet prior to the City Council meeting.
- D. Recommendation:** Staff will provide the City Council a Bid Tab and a Recommendation of Award for this project to the lowest qualified bidder.



COORDINATE TABLE			
POINT NO.	NORTHING	EASTING	ELEVATION
1	7274985.6858	1537262.7827	4498.831
2	7274975.4625	1537275.7061	4498.831
3	7274960.9236	1537252.9549	4498.831
4	7274981.1469	1537240.0314	4498.831

- NOTES:
- CONTRACTOR SHALL PROTECT AND/OR RESTORE EXISTING BURIED POWER, LIGHTPOLES, AND STORM DRAIN.
 - RESTORE BEACH WITH 6" MIN THICKNESS OF SAND.
 - DISTURBED AREAS WILL BE RESEED WITH NATIVE GRASS SEED.
 - THE CONTRACTOR SHALL DESIGN, AND INSTALL SHEET PILING FOR THE EXCAVATION AND INSTALLATION OF THE WET WELL AND DEEP PORTION OF THE INTAKE PIPELINE. THE CONTRACTOR SHALL REMOVE THE PILING AFTER BACKFILLING THE PIPE AND STRUCTURE.

FILE NAME: PROJECTS\3601 - SARATOGA SPRINGS CIVTY\10,100 HARBOR MARINA PUMP STATION\CAD\WORKING\C-1 SITE PLAN.DWG	FILE DATE: 9/21/2016 08:53:41 (CH)	DESIGNED: MMC	3	DATE: SEPTEMBER, 2016	NO.
		DRAWN: BKC	2		
		CHECKED: TBT	1		
		DATE: SEPTEMBER, 2016	1		
		PROJECT MANAGER			
		BY:			
		APPROV:			
		SCALE AS SHOWN			
		SARATOGA SPRINGS			
		MARINA PUMP STATION			
		CIVIL			
		OVERALL SITE PLAN			
		SHEET C-1			
		3601.01.100			



TOWN OF SARATOGA SPRINGS
PARCEL 451228-0058
5.225 ACRES

REVISIONS

REVISIONS

REVISIONS



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

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

October 14, 2016

Re: Marina Pump Station
Recommendation for Award

Dear Mayor and City Council Members:

We have reviewed the bids for the referenced project and recommend that the project be awarded to COP Construction LLC. Their total bid cost is \$5,130,991.02.

COP Construction possesses the required Utah Contractors License to perform this work and the license is in good standing with the State of Utah. They also have the appropriate previous experience to complete a job of this complexity. COP Construction has a good reputation for completing quality work in Utah and Salt Lake Counties.

The City received a total of 4 bids. For your reference we have attached a copy of the Bid Tabulation.

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

Respectfully,

HANSEN, ALLEN & LUCE, INC.

A handwritten signature in blue ink that reads "Tavis Timothy".

Tavis Timothy, P.E.
Principal



**SARATOGA SPRINGS - MARINA PUMP STATION
Bid Summary - 10/13/16**

Item	Description	Unit	Qty	Engineer's OPCC		COP		Gerber		VanCon		Whittaker	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	\$400,000	\$400,000	\$370,000	\$370,000	\$271,000	\$271,000	\$500,000	\$500,000	\$460,000	\$460,000
2	Construction Suveying	LS	1	\$10,000	\$10,000	\$3,100	\$3,100	\$14,000	\$14,000	\$21,000	\$21,000	\$3,500	\$3,500
3	Traffic Control	LS	1	\$20,000	\$20,000	\$15,000	\$15,000	\$6,700	\$6,700	\$11,000	\$11,000	\$11,500	\$11,500
4	Pothole Utilities	EA	8	\$250	\$2,000	\$860	\$6,880	\$1,300	\$10,400	\$360	\$2,880	\$450	\$3,600
5	Pump Station Structure	LS	1	\$1,207,825	\$1,207,825	\$1,050,000	\$1,050,000	\$1,351,000	\$1,351,000	\$2,197,000	\$2,197,000	\$1,700,000	\$1,700,000
6	Pumps Complete	LS	1	\$340,000	\$340,000	\$209,000	\$209,000	\$234,000	\$234,000	\$215,000	\$215,000	\$230,000	\$230,000
7	Pump Station Piping System Complete	LS	1	\$580,000	\$580,000	\$450,000	\$450,000	\$515,000	\$515,000	\$543,000	\$543,000	\$520,000	\$520,000
8	Electrical and HVAC System Complete	LS	1	\$460,000	\$460,000	\$700,000	\$700,000	\$537,000	\$537,000	\$524,000	\$524,000	\$475,000	\$475,000
9	Pump Station Site Improvements	LS	1	\$60,000	\$60,000	\$70,000	\$70,000	\$109,000	\$109,000	\$40,000	\$40,000	\$74,000	\$74,000
10	Intake Screen Structure and Pipeline Complete	LS	1	\$450,000	\$450,000	\$1,270,000	\$1,270,000	\$1,185,000	\$1,185,000	\$953,000	\$953,000	\$940,000	\$940,000
11	36" Dia HDPE Gravity Pipe	LF	133	\$225	\$29,925	\$200	\$26,600	\$200	\$26,600	\$190	\$25,270	\$210	\$27,930
12	30" Dia Class 51 DIP Waterline	LF	2081	\$360	\$749,160	\$240	\$499,440	\$250	\$520,250	\$240	\$499,440	\$230	\$478,630
13	6" Dia PVC SDR35 Sanitary Sewer Pipeline	LF	62	\$45	\$2,790	\$61	\$3,782	\$100	\$6,200	\$93	\$5,766	\$100	\$6,200
14	8" Dia PVD SDR35 Sanitary Sewer Pipeline	LF	148	\$55	\$8,140	\$96	\$14,208	\$83	\$12,284	\$79	\$11,692	\$85	\$12,580
15	Utah Lake Dredging	CY	6900	\$65.25	\$450,225	\$24	\$165,600	\$31	\$213,900	\$38	\$262,200	\$35.50	\$244,950.00
16	Off-Site Disposal of Utah Lake Dredge Material	CY	6900	\$10.70	\$73,830	\$11	\$75,900	\$26	\$179,400	\$8.10	\$55,890.00	\$19.50	\$134,550.00
17	Marina Dredging and Off-Site Disposal	CY	2150	\$243.20	\$522,880	\$28	\$60,200	\$31	\$66,650	\$25	\$53,750	\$75	\$161,250
18	Asphalt Patch Restoration	TON	420	\$175	\$73,500	\$110	\$46,200	\$92	\$38,640	\$89	\$37,380	\$145	\$60,900
19	Concrete Curb and Gutter	LF	315	\$14	\$4,394	\$42	\$13,230	\$39	\$12,285	\$21	\$6,615	\$23	\$7,245
20	Vibration Monitoring	DAY	45	\$200	\$9,000	\$540	\$24,300	\$220	\$9,900	\$140	\$6,300	\$200	\$9,000
21	Membrane Filter Treatment Manhole	LS	1	\$60,000	\$60,000	\$12,000	\$12,000	\$11,000	\$11,000	\$54,000	\$54,000	\$62,000	\$62,000
22	Flow Meter Vault Complete	LS	1	\$25,000	\$25,000	\$21,000	\$21,000	\$31,000	\$31,000	\$36,000	\$36,000	\$38,000	\$38,000
23	Control Panel, SCADA Programming, and Integration	LS	1	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02	\$24,551.02
Total					\$5,563,220.27		\$5,130,991.02		\$5,385,760.02		\$6,085,734.02		\$5,685,386.02

A-1	30" Dia Waterline Change to PVC C-905 DR21	LF	2081		\$ -	\$ 21	\$ 43,701	\$ (5)	\$ (10,405)	\$ (2.63)	\$ (5,473.03)	\$ 24	\$ 49,944
A-2	Additional Marina Dredging and Off-Site Disposal	CY	7500	\$ 75	\$ 562,500	\$ 25	\$ 187,500	\$ 31	\$ 232,500	\$ 27	\$ 202,500	\$ 23	\$ 172,500
A-3	Davit Crane for Self-Cleaning Filters	EA	2	\$ 15,000	\$ 30,000	\$ 16,700	\$ 33,400	\$ 21,000	\$ 42,000	\$ 20,000	\$ 40,000	\$ 18,600	\$ 37,200

RESOLUTION NO. R16-56 (10-18-16)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SARATOGA SPRINGS, UTAH AWARDING
BIDS AND/OR CONTRACTS FOR CITY PROJECTS**

(Marina Intake and Booster Station)

WHEREAS, the City Council of the City of Saratoga Springs, Utah has found it necessary to further the public health, safety, and welfare of its residents to provide for the installation of a new secondary water pump station, intake and associated pipelines at the City Marina. (Marina Intake and Booster Station Project);

WHEREAS, the City of Saratoga Springs has solicited bids through a Request for Proposal dated September 21st, 2016, and 4 bids were received;

WHEREAS, a City committee reviewed the bids submitted for the Project and recommended that the City of Saratoga Springs award the bid and contract to COP Construction LLC., the lowest qualified and responsible bidder, whose bid price was \$5,130,991.02;

WHEREAS, the City Council has determined that the Project is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

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

1. The City of Saratoga Springs, Utah does hereby award the Project to COP Construction LLC., as the lowest responsible bidder, in the amount of \$\$5,130,991.02.
2. The City Manager is authorized to sign the contract documents contained in the Request for Proposals dated September 21st, 2016, which shall be binding on the contractor.
3. The contractor shall be required to comply with all requirements in the Request for Proposals including entering into all required agreements and contracts with the City.

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

Passed on the ___ day of _____, 2016.

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

City Council Staff Report

Author: Holly Neibaur, Human Resource Specialist
Subject: Personnel Policies and Procedures Manual
Date: October 18, 2016
Type of Item: Legislative



Summary Recommendations: Staff recommends approval of the update to the City's Personnel Policies & Procedures manual, as outlined below.

Description:

A. Topic: In the past two years, since the last update, there have been several Federal and State legislative changes the City needs to incorporate into our Personnel Policies and Procedures manual. Additionally, in the day to day running of the City, questions have arisen and have led to some clarification needed for some existing policies. To meet these demands staff request Council adopt the following proposed updated to the City's Personnel Policies and Procedures Manual.

B. Background: In November of 2014 the City Council adopted the current version of the City's Personnel Policies and Procedures manual. Since that time sections have been amended on three occasions including the following:

1. March of 2015 the Council adopted an amendment to allow a special overtime for reimbursable events by outside organizations.
2. August of 2015 the Council adopted an amendment to allow to creation of a Voluntary Medical Emergency Leave Bank.
3. May of 2016 the Council approved the new pay plan as part of the budgetary process.

However, as mentioned above, several federal and state laws have been adopted in the last two years that necessitate additional amendments and are included hereinto to be compliant with current laws and to clarify any confusing wording or questions within our existing Personnel Policies and Procedures Manual.

On September 29, 2016, the City received its audit findings for an audit conducted in early September by the Utah Retirement System as part of ongoing compliance testing. During this audit some items were recommended to the City as necessary changes for compliance. These changes are incorporated into these amendments and need to be adopted prior to October 31, 2016.

C. Analysis: The proposed changes are shown as redlines in the attached document and are as follows:

1. Page 31 - Statement for reasonable accommodations for pregnancy and relation conditions, per SB 59.

2. Page 38 - Added wording allowing the City to employ electronic monitoring.
3. Page 43 - Added wording to include City equipment in section governing personal use of office items, specifically electronic equipment.
4. Page 44 - Added wording allowing the City to monitor computer and other electronic equipment's usage.
5. Page 60 - Added wording requiring a supervisor to contact the City Attorney prior to terminating an employee.
6. Page 61 - Changed wording from requiring two weeks to requiring 14 days' notice for a voluntary resignation.
7. Page 61 - Added wording that a supervisor should consult with the City Attorney before terminating an employee and added wording stating that a holiday may not be used as a the final day of employment when an employee resigns.
8. Page 62 - Added wording that when the City is performing Reductions in Force/Layoffs performance evaluations and disciplinary actions can be considered in addition to seniority and length of service within the organization.
9. Page 72 - Added wording allowing a supervisor to request an employee complete a self-evaluation as part of their annual performance evaluation.
10. Page 76 - Added wording to allow a nursing mother to take breaks during their shift to express breast milk, per SB 59.
11. Page 77 - Added wording for Special Overtime that the shift needs to be approved by the City Manager in advance of the proposed shift being worked.
12. Page 78 - Added wording governing an On-Call shift and compensation for that time.
13. Page 82 - Added wording that an approved merit increase must occur the first day of a pay period.
14. Page 82 - Adjusted number of days prior to an increase that evaluation can be performed from 30 to 60 days prior to the proposed merit increase taking effect.
15. Page 84 - Added wording that elected officials, planning commission members, appointed board members, and other similar positions are considered part-time employees – per URS Audit finding.
16. Page 91 - Added wording in this section, to reflect the practice that has been in place since approximately 2006, that if an employee elects not to receive Medical or Dental benefits they will receive \$250 a month into a 401(k). This was a verbal recommendation from the URS Auditor.
17. Page 93 - Added wording that if an employee does not qualify for URS (post-retired) no retirement contributions will be made – per URS requirements.
18. Page 98 - Updated fire leave levels to reflect the budgeted annual total hours of 2656 for a full time employee and corresponding PTO leave accruals this is consistent with the benchmarking changes that occurred in May 2016.
19. Page 100 - Added wording for a holiday to not be used as a final day of employment.
20. Page 100 - Update Sort-Term Medical leave wording to reflect the items listed as examples of STM qualifying events.
21. Page 103 – Updated Compensatory Time wording to allow City Manager to authorize a one-time higher accrual limit for special circumstances.

D. Funding Source: There is no funding required for this adoption.

E. Department Review: The proposed changes have been reviewed by the City Manager, the Assistant City Manager, the City Attorney, and the Human Resource Specialist

Alternatives:

A. Approve the Request: Staff recommends that the City Council approve the updates to the Personnel Policy and Procedure manual, as outlined above.

B. Deny the Request: The City Council could deny the request and not approve the updates to the Personnel Policy and Procedure manual, this would find the City out of compliance with some Federal and State laws as well as the findings in our recent URS audit.

C. Continue the Item: The City Council could continue the request until a later date and the result would be a delay in the City being in compliance with some Federal and State laws as well as not complying with the URS audit finding requiring action on or before October 31, 2016.

Council should provide direction to staff should this alternative be chosen.

Recommendation: Staff recommends that the City Council approve the update to the Personnel Policies and Procedures Manual, as outlined above.

**PERSONNEL POLICIES
AND PROCEDURES MANUAL
FOR
THE CITY OF SARATOGA SPRINGS**



~~November 2014~~October 2016

This document supersedes all personnel policies and procedures previously established or approved by Saratoga Springs.

- (5) Employees accused of harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.
- (6) Records and proceedings of harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
- ~~(7)~~ All employees, supervisors, and management personnel shall receive training on the discrimination and harassment policy and grievance procedures during orientation and in-service training.
- ~~(7)~~(8) Employees may request reasonable accommodations to perform their essential job duties for pregnancy, childbirth, breastfeeding, and related conditions.

2. SEXUAL HARASSMENT AND SEXUAL DISCRIMINATION.

Two major categories of sexual/gender harassment are:

- (A) Quid Pro Quo sexual harassment, or the granting or conditioning of tangible job benefits on the granting of sexual favors.
- (B) Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:
 - (1) Level One: Sex role stereotyping.
 - (a) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may or should perform.
 - (b) Comments or written material reinforcing traditional historic perceptions regarding gender.
 - (2) Level Two: Gender harassment/discrimination.
 - (a) Intentional or unintentional behavior or conduct of a visual or verbal nature directed at a specific gender that is demeaning, ridiculing, or derisive.
 - (b) Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

SECTION VII: EMPLOYEE CODE OF CONDUCT

1. **PROFESSIONALISM.** Saratoga Springs is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to carry out efficiently the work items assigned to their responsibility, to maintain good moral conduct during work hours, to abide by local, state and federal laws, and to do their part in maintaining good relationships with their supervisors and fellow employees, the public, and other employees and officials. To ensure that the policies herein are followed, the City may employ the use of electronic and other monitoring of City premises, equipment, servers, and devices.
2. **PRIVILEGED INFORMATION.** Saratoga Springs employees involved with information of significant public interest may not use this privileged information for personal gain or to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any City plan or activity, this situation must be reported to the City Manager immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as allowed in the Government Records Access and Management Act, court order, or State and Federal law.
3. **CONFIDENTIALITY.** Fellow employees have an unquestionable right to expect all personal information about themselves, their illnesses, their family, and their financial circumstances to be kept confidential except as otherwise provided by law. Every employee has an obligation to protect this confidence. Employees shall not discuss privileged information with others who are not authorized to receive it, either inside or outside the office.
4. **GIFTS AND GRATUITIES.** Saratoga Springs employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or item of monetary value from any person seeking to obtain business with Saratoga Springs, or from any person within or outside Saratoga Springs employment whose interests may be affected by the employees' performance or nonperformance of official duties except under circumstances allowed by the Utah Officers' and Employees' Ethics Act.
5. **ATTENDANCE.** Regular attendance and punctuality are essential to providing high quality work, providing quality service to customers, and avoiding extra work for fellow employees. Therefore, when the employee is going to be late or will not be able to report to work, the employee must notify their supervisor prior to the scheduled work time. If the employee is ill or has an emergency, they should notify their supervisor as soon as possible on each day of absence.

H. Tattoos and Jewelry

All employees should exercise sound business judgment with regard to tattoos and jewelry. Jewelry and tattoos are permitted unless they conflict with an employee's ability to perform safely and effectively in the position they hold or the specific work environment they are in.

Factors used to determine whether jewelry and tattoos pose a conflict with the job or work environment will include, but are not limited to:

- Safety of self or others
- Productivity or performance of tasks
- Generally accepted professional standards
- Customer complaints

If a potential conflict is identified the employee will be encouraged to identify appropriate solutions such as removal of excess jewelry, covering of tattoos, etc.

Supervisors and managers will be responsible for answering questions and resolving issues related to this policy on a case-by-case basis to ensure unique circumstances are appropriately considered. An environment of mutual cooperation is the City's goal.

7. **SMOKING.** In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in City facilities. Smoking and the use of smokeless tobacco and e-cigarettes are prohibited except on permitted breaks. Saratoga Springs also prohibits the use of tobacco and the use of e-cigarettes in City-owned vehicles.

8. **PERSONAL USE OF CITY EQUIPMENT AND OFFICE ITEMS.** The City has purchased and acquired equipment and office items for the purpose of conducting City business for the benefit of the residents of the City of Saratoga Springs. Thus, it is imperative for City employees to be good stewards of such. Personal use of City equipment and office items may only be conducted in accordance with this section and in full compliance with this personnel manual as well as local, state, and federal law. The City has the right at all times to monitor employees' use of Saratoga Springs computer equipment, electronic devices, networks servers, and internet servers, as well as all City equipment and office items. Any use of such in violation of this section and personnel manual or local, state, or federal law will subject the employee to discipline including termination.

A. Computer Equipment and Other Electronic Devices

- (1) Personal use of Saratoga Springs-owned computer systems is permitted only when all of the following criteria are met:
 - (a) The employee is not compensated for the work performed, unless the employee has received prior written approval by the City Manager, or designee.
 - (b) The employee pays for the cost of consumables and other attendant expenses (disks, CDs, paper, ink, toner, computer online/access charges, etc.).
 - (c) The employee uses the computer system after hours, or on the employee's personal time.
 - (d) The use does not conflict with the employee's responsibilities or normal business.
 - (e) The use has been approved by the City Manager, or designee.
- (2) All software developed on City-owned computer equipment is the property of Saratoga Springs and may be viewed or reviewed by the City Manager, or designee, at any time.
- (3) No pornography or sexually explicit material shall be accessed, stored, or viewed or reviewed on City-owned computer equipment. This shall apply to photographs and written material.
- (4) The City has the right at all times to monitor employees' use of Saratoga Springs computer equipment, electronic devices, networks servers, and internet servers. Any use of such in violation of this manual or local, state, or federal law will subject the employee to discipline including termination.

- B. Postage Meters. No employee shall be allowed to use Saratoga Springs-owned postage metering machines at any time for posting and mailing of any material of a personal nature.
- C. Fax and Copying Machines. Any employee desiring to use City-owned Fax or copying machines for items of a personal nature may do so after paying for such use at the employee rate which is in effect at the time of use, unless the City Manager specifically authorizes such use in advance.
- D. Telephone calls.

SECTION X: TERMINATION OF EMPLOYMENT

1. TYPES OF TERMINATION. Any involuntary termination, or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with ~~legal counsel~~the City Attorney before termination is pursued or a resignation is accepted to ensure the employee's due process and property rights are not violated. It is the supervisor's responsibility to contact the City Attorney prior to terminating an employee. Failure to do so may be cause for disciplinary action. The following are the types of termination in the City of Saratoga Springs:
 - A. Retirement. Voluntary termination at the end of an employee's career.
 - B. Voluntary Resignation. When an employee wishes to leave employment with Saratoga Springs, they shall submit a letter of resignation to the City Manager or designee or employee's supervisor. A written resignation shall be deemed to be final. The City shall retain the right to allow an employee to rescind their resignation.
 - C. Resignation, in Lieu of an Involuntary Termination, Agreement. The City Manager, or designee, may conclude that an employee should be involuntarily terminated for no reason (for employees identified in section (VIII)(6)(A)) or for cause. If Involuntary Termination proceedings have begun, but have not been completed, and an employee suggests that they would like to voluntarily resign, the City Manager may agree to a Resignation In Lieu of an Involuntary Termination Agreement.
 - D. Involuntary Termination. The City Manager, or designee, may conclude that an employee should be involuntarily terminated for no reason (for employees identified in section (VIII)(6)(A)) or for cause.
 - E. Reductions in Force/Layoffs/Transfer with Less Pay. Whenever it is necessary to reduce the number of employees in Saratoga Springs or the compensation because of lack of work or lack of funds, Saratoga Springs may attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas with less pay. If reassignment is not possible, the City may enact a reduction in force or lay off employees.
 - F. Medical. The American's with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel.
 - G. Death. If an employee of Saratoga Springs dies, his or her estate receives all pay due and any earned and payable benefits, such as payment for compensation time

and personal time off, as of the date of death.

2. REQUIRED NOTICE PRIOR TO TERMINATION.

- A. Unless otherwise waived in writing by City Manager, all employees, including “at-will” employees, must notify Saratoga Springs in writing at least ~~two~~ (2)fourteen (14) weekdays before retiring or voluntarily resigning to be eligible:
 - (1) To receive pay for unused, accrued personal time off (if applicable).
 - (2) For rehire.
- B. Saratoga Springs does not have a requirement to give any prior notice to an employee before terminating their employment with Saratoga Springs except as required by state and federal law. Supervisors should consult with the City Attorney and are subject to discipline for failure to do so.
- C. Unused, accrued personal time off (if applicable) and compensation time (if applicable) will always be paid, up to the payout cap, for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, and Deaths. A City paid holiday day may not be used as a final day of employment.

3. TERMINATION PROCEDURES.

- A. A voluntary resignation letter, signed by the employee and the City Manager, or designee, may be utilized in voluntary resignations.
- B. Involuntary Terminations/Separations for Cause require Saratoga Springs to provide terminating employees with written notification of due process. “At-Will” Involuntary Terminations (for employees identified in section (VIII)(6)(A)) do not require Saratoga Springs to provide their terminating employees with written notification of due process.
- C. A Resignation in Lieu of an Involuntary Termination Agreement, signed by the employee and the City Manager, or designee, may be utilized in negotiated terminations. A Resignation In Lieu of an Involuntary Termination Agreement does not require Saratoga Springs to provide their terminating employees with written notification of due process.
- D. The following steps should be taken for Voluntary Retirements:
 - (1) Employees who desire retirement should notify Saratoga Springs three (3) months in advance.

- (2) Saratoga Springs should explain or provide to the employee what insurance options are available (such as COBRA).
- (3) Saratoga Springs should have the employee sign a release, or at least a declaration statement, to the effect that they are electing retirement of their own free will.

E. The following steps should be taken for Reductions in Force/Layoffs:

- (1) Determine whether Saratoga Springs is required to follow statutory guidelines related to the reduction in force/layoff. If Saratoga Springs is required to follow statutory guidelines, then any policy, procedure, and actual practice must comply with said guidelines.
- (2) If Saratoga Springs is facing an imminent possible reduction in labor force, Saratoga Springs should explain the situation to its employees, advising them of the possibility that reductions in force/layoffs may become an economic necessity for Saratoga Springs.
- (3) In the selection of employees for Saratoga Springs' reduction in force/layoff, the following guidelines should be considered:
 - (a) Selection should be based upon the employee's ability to perform the work assignments within the affected department.
 - (b) Seniority should govern the selection when ability and performance is equal, taking into account performance evaluations and disciplinary actions.
 - (c) Emergency, temporary, and probationary employees should be laid off first.
 - (d) Permanent employees should be the last to be laid off, when possible, in inverse order of their length of service when ability and performance is equal, taking into account performance evaluations and disciplinary actions.
 - (e) Before any reduction in force/layoff, Saratoga Springs should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et seq.
 - (f) Saratoga Springs should explain, or provide written information, to the employee what options are available, such as COBRA and

performance evaluation. It is the responsibility of the employee's supervisor to prepare performance evaluations. The supervisor may request the employee complete a self-evaluation form that can be used by the supervisor as the supervisor creates the final performance evaluation.

- G. Employees shall have the right to prepare relevant comments to accompany their evaluations.

4. PERFORMANCE RATINGS.

- A. Each employee evaluation shall provide an overall performance rating which can be equated to one of the following:

- (1) Unsatisfactory. Performance fails to meet the minimum requirements of the position. Unsatisfactory progress has been made in response to corrective action. Removal from the job/position or termination is recommended.
- (2) Marginal. Performance does not meet all requirements of the job/position. Some unsatisfactory progress has been made in response to corrective action.
- (3) Satisfactory. Performance meets all requirements of the job/position.
- (4) Good. Performance exceeds all requirements of the job/position.
- (5) Exceptional. Performance consistently far exceeds all requirements of the job/position.

5. PERFORMANCE PERIODS.

- A. Probationary employees.

- (1) Employees on probation shall have performance evaluations following the end of their probationary period as specified in III.4.G.
- (2) The performance evaluations may be used to provide information to both the employee and management regarding the employee's performance.
- (3) Probationary employees should understand that their performance evaluations and the results of such evaluations shall not obligate Saratoga Springs to a particular course of action relative to probationary employees, nor shall it create any property/due process rights for probationary employees relative to their jobs/positions.

- B. Part-time: As directed by the City Manager, or designee.
- C. Employee breaks and lunch periods will be taken at the discretion of the City Manager, or their supervisor, to ensure continuity in the flow of work.
- D. If employees choose to work through their paid breaks, it is their decision to do so and employees will not be given extra compensation for the extra time or be allowed to leave early because of working through paid breaks.
- E. Breaks and lunch periods for employees engaged in public safety activities, such as Police and Fire Departments, shall be established as directed by the City Manager, or designee.
- F. Minors under the age of 18 are entitled to a meal period of at least 30 minutes not later than five hours from the beginning of their shift. A rest break is required for minors of at least 10 minutes for every three hour period or part thereof that is worked.

G. The City encourages and is happy to accommodate mothers who wish to express breast milk. The City will provide breaks to a nursing mother to allow her to express breast milk for one year after the child's birth. The City will provide an office or other area shielded from view and free from intrusions from co-workers and the public for the employee's use while expressing breast milk, so long as doing so will not place an undue hardship on the City. Please contact your supervisor or Human Resources to make arrangements for needed breaks for expressing breast milk. Breaks for expressing breast milk are unpaid except when taken in conjunction with a paid break period.

9. OVERTIME PAY.

- A. For Police Officers, overtime pay applies for over eighty (80) hours worked in a work period consisting of fourteen (14) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.
- B. For firefighters, overtime pay applies for over two hundred twelve (212) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.
- C. For employees who are not Police Officers or Firefighters, overtime pay applies for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

- F. Paid time off (PTO) and short-term medical leave (STM) do not count as hours worked and do not contribute towards overtime calculations. This policy does not apply in situations where the overtime pay is fully reimbursed to the City and the City Manager's approval is obtained in advance of the proposed shift. In those cases, employees may take PTO and still be paid the overtime pay if the overtime is fully reimbursed by an outside agency or entity for the special activity and shift (such as a DUI shift worked by a police officer that is fully reimbursed to the City by the State of Utah) and the employee was not previously assigned to work during the special activity or shift. Any abuse of this policy shall subject the employee to discipline.
- G. Holiday Pay. The following pertains to full-time employees:
- (1) Police Officers receive regular straight-time pay for the time worked, plus 10 hours of holiday pay. Holiday pay hours are not considered as hours worked and do not count towards overtime hours.
 - (2) Firefighters receive 120 hours of holiday leave time to be used in lieu of Holidays. Holiday hours are given on the first pay period of July and do not rollover from year to year. Any holiday hours unused after the last pay period of June will be forfeited. Holiday pay hours are not considered as hours worked and do not count towards overtime hours. Unused holiday hours for firefighters do not get paid out when an employee leaves employment with Saratoga Springs.
 - (3) For employees not engaged in Public safety activities, employees are given the holiday off and paid straight-time for those hours. Holiday hours do count as hours worked and count towards overtime.
- H. In order to provide necessary staffing on certain holidays, part-time firefighters shall receive pay at one and one-half (1.5) times the regular hourly rate for any time worked on the following holidays: New Year's Day, Independence Day, Thanksgiving, Christmas Eve, and Christmas Day.
- I. Overtime shall be approved by the City Manager, or designee, in writing before worked, except for Public safety activities, such as Law Enforcement Officers and Firefighters. Public safety activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible with the overtime worked. Overtime shall be authorized for personnel only when necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
11. **TIME KEEPING.** Non-exempt employees will use the City's time keeping program to

document their time at work. This includes clocking in at the start of a work shift and clocking out at the end of a shift. In some situations, as approved by Human Resources, in lieu of using the City's time keeping program employees will complete and sign an Employee Time Sheet showing all hours worked, including overtime, and submit the time sheet to their supervisor for examination and filing.

12. OUTSIDE EMPLOYMENT IN OFFICAL CAPACITY

The City receives requests from time to time for employees' to be hired in their official capacity by outside organizations. For example, Police Officers are often hired to provide security at high school football games. In these situations, the following polices must be followed:

- A. Any outside employment in an employee's official capacity must be preauthorized by the City Manager.
- B. Any outside employment may not interfere with the regularly scheduled duties of an employee nor cause an undue burden on the City or department.
- C. Employees shall continue to follow all City and departmental policies while engaging in these extra work shifts.
- D. The City shall enter into a written agreement prior to work commencing.
- E. The outside organization shall compensate the City, not the employee, for the work performed per the written agreement.
- F. The City shall compensate the employee using the standard payroll process. Special checks will not be cut for these shifts. Employees will be compensated at the time of the next regularly scheduled payroll.
- G. The City shall withhold 15% of the hourly rate to compensate the city for payroll taxes, retirement benefits, insurance, vehicle, and other administrative costs. In no case shall the compensation be less than what is required per FLSA standards.

13. ON-CALL COVERAGE

The City requires weekend and after hours coverage in several departments for non-exempt employees under the FLSA. For exempt employees, they may be required to be on-call as assigned by their supervisor or in order to perform their job functions. Non-exempt employees will be notified as part of the hiring process whether or not they will be required to be on-call call or will be assigned as needed by their supervisor at a later time. Each on-call employee is required to adhere to the following guidelines:

- A. An on-call schedule will be established by the department head.
- B. The time spent waiting while on-call is not considered working time, rather an essential function of the position.
- C. The on-call employee may be compensated a daily rate for days they are not already schedule to work. The compensation will cover all routine, and regular tasks and the employee will not be compensated for additional hours.
- D. If an employee is required by the employee's supervisor to return to work at other than the employee's scheduled work hours, the employee shall be credited with a minimum of two (2) hours worked. The employee is to report to their supervisor, via text or email, at the time they arrive at the call-out site and the time in which they leave return home.
- E. To be on-call is to be required for immediate contact availability for all hours assigned to be on-call. When an employee is on-call they are required to be less than 30 minutes away from the city at all times. Failure to respond in a timely manner could negate the on-call compensation.
- F. Violation of the City's on-call policy may lead to disciplinary action up to and including termination of employment.

benefits – of a full-time position, unless adequate part-time benchmarks are available.

3. APPOINTMENT.

- A. Pay for newly hired employees should normally be set at the minimum of the pay range assigned to a job class. However, the City Manager may approve hires as warranted by job qualifications and experience and subject to the availability of funds.
- B. The City Manager shall not authorize hiring above the midpoint of a pay range unless the City Council gives prior approval and the candidate is exceptionally qualified to warrant such compensation.
- C. Part-time positions are budgeted as described above. The City Manager or designee may use discretion in staffing these positions so long as: each individual employee's total annual hours remain under the City's maximum part-time annual limit; and departmental part-time wages do not exceed their annual budget.

4. PAY FOR PERFORMANCE.

- A. The City Manager, upon approval of the City Council, shall adopt performance increase guidelines effective July 1 of each fiscal year subject to funding in the approved budget.
- B. Employees may be eligible to receive a merit increase based on performance subject to a satisfactory performance evaluation.
- C. Employees whose performance is rated less than satisfactory shall not be eligible to receive a merit increase.
- D. The effective date of the merit increase must occur on the first day of a pay period after both the employee's anniversary date and performance evaluation has been completed. The City Manager, or designee, must complete an employee's performance evaluation at least within ~~thirty-sixty~~ (3060) days prior to ~~preceeding~~ the effective date of a merit increase.

- B. A reclassification increase is subject to the availability of funds and the discretion of the City Council during the budget approval process.
 - C. If the City Manager reclassifies a position to a lower level of responsibility, the employee's salary may remain the same.
9. DEMOTION. If an employee is demoted, either voluntarily or involuntarily, the City Manager may reduce the salary to the applicable pay range.
10. BENEFITS.
- A. Suspended Employee.
 - (1) An employee suspended without pay for disciplinary reasons shall continue to be eligible to receive the following Saratoga Springs benefits: retirement, health, dental, disability and life insurance programs subject to the conditions set forth in paragraph 11.A. (2) below except as otherwise provide by law.
 - (2) The employee shall pay the employee portion of insurance premiums to continue coverage through the period of suspension.
 - B. ~~Part-Time~~ Employees with No Benefits.
 - (1) Part-time employees, temporary employees, ~~and~~ seasonal employees, elected officials, and appointed planning commissioners, board members, advisory committees, and any and all appointed committee members do not qualify for benefits regardless of the number of hours worked except as otherwise provide by law.

2. INSURANCE.

A. Medical Health Insurance. It is the policy of Saratoga Springs to pay 90% of the cost of a health insurance premium. As an alternative to participation in the health insurance or a health savings account programs, and only upon proof of adequate similar health insurance, the City may contribute \$250 per month to a 401(k) retirement program on the employee's behalf.

B. Life Insurance. A basic life insurance policy is provided free of charge for each employee at Saratoga Springs' expense.

C. Insurance Termination and Conversion.

(1) Termination. When an employee is terminated from employment with Saratoga Springs, the City will cease making contributions to the employee's insurance plans. Health and dental insurance coverage will continue until the end of the month that the employee terminates.

(2) Conversion.

(a) The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available for those employees who resign or are terminated from employment or if work hours are reduced, which making the employee no longer eligible to participate in the health insurance plans. Employees may have the right to continue to participate in a COBRA program through the City for up to eighteen (18) months at the employee's expense, subject to current state and federal law.

(b) Eligible dependents may also extend coverage, at their expense, for up to thirty-six (36) months in City health insurance plans in the event of the employee's death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan, subject to current state and federal law.

3. STATE AND FEDERAL UNEMPLOYMENT. All employees, whether regular, part-time, or temporary, are covered by the benefits of State and Federal Unemployment.

4. CONTINUING EDUCATION. Employees are encouraged to obtain continuing education through attendance at job-related seminars. Requests for attendance must be approved in advance by the City Manager, or designee.

E. If an employee is not eligible for retirement contributions to be made into the Utah State Retirement System the City will not make retirement contributions into a different retirement system, unless otherwise authorized by the City Council in accordance with State Law.

FULL-TIME FIREFIGHTERS (26562880 work hrs)					
	Years of Full-Time Service	Accrual Rate Per Pay Period	Yearly Equivalent	Payout Cap	Maximum Carryover
Step 1	0-5 Years	7.08 <u>6.54</u> hrs	184 <u>170</u> hrs	200 hrs	400 hrs
Step 2	5-10 Years	8.62 <u>7.96</u> hrs	224 <u>207</u> hrs		
Step 3	10-20 Years	10.15 <u>9.85</u> hrs	264 <u>256</u> hrs	240 hrs	
Step 4	>20 Years	10.15 <u>9.85</u> hrs	264 <u>256</u> hrs	280 hrs	

- D. The maximum PTO carryover for employees is 400 hours. On January 1 of each year, any hours above the maximum carryover will be forfeited.
- E. The City of Saratoga Springs has established a maximum payout cap for accrued PTO as stated in the chart above. Any hours accrued above the cap will be forfeited upon the cessation of employment.
- F. Employees are required to obtain approval of PTO in advance of its use. Employees are required to complete a leave request form and submit it to their supervisor for signed approval. Employees should request their leave with as much advance notice to their supervisor as possible. Supervisors have authority to grant or deny PTO based upon the needs of their department at the time of the request. Supervisors should not withhold approval if the leave will not cause undue harm to the City or department. Employees may not use PTO after they have provided notice of a voluntary resignation unless approved in advance by the City Manager.
- G. Employees who are not able to provide advanced notice for their leave request due to illness, injury, or other emergency situation should notify their direct supervisor, or the person designated by the Department Head, before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. A leave request form is required to be completed upon the employee's return to work. The City reserves the right to require a doctor's notice of illness or injury if an absence is in excess of three working days.
- H. If the City determines that an employee is abusing this policy the offending employee will be subject to discipline. Abuse of this policy includes not requesting prior approval for leave not related to illness or injury. Discipline will depend upon the severity of the offense and may include a verbal reprimand, written reprimand, suspension, demotion, probation, or termination.
- I. The City Council reserves the right to increase the accrual rate for executives, department heads or other positions as part of a negotiated benefits package at the time of hire or promotion. Employees hired at an increased accrual rate will

- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

In addition to the above recognized holidays, the City Council of Saratoga Springs may designate any other day as a holiday at their its discretion.

- B. If any of the above holidays fall on a Friday, Saturday or Sunday, the holiday may be observed on another day. The City will follow the federal holiday schedule when holidays fall on a weekend. If employees are not scheduled to work on the federal holiday date, they will be able to take the holiday on another day but within one week of the holiday. For example, if a holiday falls on a Saturday, the federal holiday will usually be observed on a Friday. Since many employees are not scheduled to work on Friday, they should take the preceding Thursday or following Monday off work. In some cases where a department cannot operate with only half their staff, they may opt to spread the days off within the department. In these cases, each employee must take their day off work within one week of the holiday date.

C. A City paid holiday leave day may not be used as a final day of employment.

4. **SHORT-TERM MEDICAL LEAVE.** Short-term medical leave with pay is available to full-time employees for periods of temporary absence due to short term illness or injury, to obtain necessary medical care or to care for family members. Full-time employees are eligible to earn and use short-term medical leave as described in this policy.

- A. The following conditions apply to the use of short-term medical leave:

1. Short-term medical leave may only be accessed beginning the twenty fifth (25th) consecutive hour of work missed (34th for fire), with the exception of an employee's prescheduled event (e.g., surgery, hospitalization, full day of absence with a doctor's note, or other event as determined by the city manager and/or designee). The twenty four (24) consecutive hours (33 for fire) will be charged against an employee's PTO and will not be adjusted or refunded.
2. Short-term medical leave may only be used to care for a family member if it is medically necessary and the leave is preapproved by the City Manager. It may only be accessed beginning the twenty fifth (25th) hour of work missed (34th for fire).
3. Short-term medical leave may only be used for thirteen (13) consecutive weeks. Employees may not use short term medical leave once long term disability coverage is available and/or has begun.

fulfilling annual field training as required by state and federal law.

9. JURY LEAVE. A permanent or probationary employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any Saratoga Springs litigation in any municipal, county, state, or federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to Saratoga Springs. Paid leave will not be granted when the employee is serving as his or her own witness in financial and related suits which he has initiated.

10. FUNERAL LEAVE. Employees may take leave of up to one week of paid time away from work in the event of a death of an immediate family member. Immediate family members are defined as a spouse, spousal-equivalent, sibling, parent or child of the employee. The leave is intended to support the employee when travel may be necessary or when there may be a need for them to handle family matters. The City Manager shall have the authority to authorize additional paid days off on a case by case basis. In the event of the death of another family member, a leave of up to three days of paid time away from work may be approved to attend funeral services. Requests shall be reviewed on a case by case basis and approved by the City Manager. Other family members are defined as grandparent, grandchild, in-laws, niece, nephew, aunt, uncle or cousin. The City Manager shall have the authority to authorize additional paid days off on a case by case basis. Funeral leave shall not be charged against accrued PTO.

11. ADMINISTRATIVE LEAVE WITH PAY.

An employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted or for any other reason as determined by the City Manager.

12. COMPENSATORY TIME OFF.
 - A. Employees may receive compensatory time off in lieu of overtime pay at the City's discretion. The City shall not require an employee to receive compensatory time in lieu of overtime. The City Manager, or designee, reserves the right to schedule when an employee's accrued compensatory time will be used. Written employee requests to use their accumulated compensation time during specific dates and times must be approved by the City Manager, or designee, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Saratoga Springs.

 - B. Employees may not accrue more than forty (40) hours of compensatory time off. A one-time, pre-approved, exception to increase this accrual limit may be granted by the City Manager for special circumstances.

RESOLUTION NO. R16-57 (10-18-16)

**A RESOLUTION ADOPTING AMENDMENTS
TO THE PERSONNEL POLICIES AND
PROCEDURES MANUAL**

WHEREAS, the City Council of the City of Saratoga Springs, Utah ("City") previously adopted a Personnel Policies and Procedures Manual ("Personnel Manual") to govern the conduct, policies, and procedures for employees and volunteers of the City; and

WHEREAS, the City Council has amended the Personnel Manual from time-to-time as needed; and

WHEREAS, the City Council determines that amendments to the Personnel Manual are now necessary to be compliant with local, state, and federal law and employment best practices; and

WHEREAS, the City Council has reviewed the attached Personnel Policies and Procedures Manual, which indicates amendments as strikethroughs and underlines.

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

1. The amendments shown as strikethroughs and redlines in the attached document entitled, "City of Saratoga Springs Personnel Policies & Procedures Manual," are hereby adopted.
2. Effective immediately upon passage, all current and future employees and volunteers shall be required to comply with the amendments as passed.
3. This resolution shall take effect immediately upon passage.

Passed on the 18th day of October, 2016

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

_____ Date

City Council Staff Report

Author: Gordon Miner, City Engineer
Subject: Redwood Road Widening and Pioneer Crossing CFI
Project Betterments
Date: October 18, 2016
Type of Item: Contract Approval



Description:

A. Topic: Redwood Road Widening and Pioneer Crossing Continuous Flow Interchange (CFI) Projects – Betterment Agreement

B. Background:

UDOT's Redwood Road Widening Project is already funded by the State and includes everything needed to accomplish UDOT's goals for the project. However, oftentimes, there are other improvements that are needed by the City within the project area that can be installed as part of the project more economically than they could if they were installed separately. Such improvements are called "betterments". UDOT is willing to install these betterments under a contract with the City, which is called a "Betterment Agreement" that expands the original scope of the UDOT Contract within the project area. UDOT and other agencies try to do Betterment Agreements because the entities generally receive the benefit of economy of scale and elimination of difficult coordination issues with multiple contractors trying to do multiple projects pieces independently. Since most contracts have critical timeline components, Betterment Agreements are critical for overall project cohesion and general success. The following are the component parts recommended for this Betterment Agreement with UDOT.

The City anticipated some of the expenses and budgeted funds in Roads Capital Project Funds, Storm Water Project Funds, and may possibly need to amend additional budget line item in the future once final costs have been identified. It is anticipated Sewer Funds, Water Funds through the developer Reimbursement, and possible General Funds from Capital may be necessary to complete all of the betterments identified.

- 1. Underground RMP Distribution Power Lines** -- There is an existing segment of overhead power lines on the east side of Redwood Road south of Lake View Terrace Road extending southward for about 900 feet near Centennial Blvd. The power line needs to be moved as part of the project and UDOT will move it at their expense. If the City wants it buried, the City may pay the additional amount to bury it as part of the project with the full UDOT "move costs" being applied to the total cost. The \$155,000 estimate represents that additional amount the City would be responsible for. **Funding source: Roads Capital Funding. \$300,000 Existing Budget.**

2. **Lake View Terrace Sewer Crossing** -- In the same vicinity as the power lines, there is no sewer outfall available to the undeveloped property on the west side of Redwood Road. But, there is a sewer manhole on the east side of Redwood Road and it flows eastward into the cul-de-sac called Summer Place. Because UDOT prohibits cutting their roads for 5 years after a road reconstruction, it makes sense to install this sewer crossing now and recoup the cost from the developer of the undeveloped property in the near future. **Funding source: Sewer Enterprise Fund. Possible amendment will be needed.**
 3. **Grandview Boulevard Sewer Crossing** – The lower (east) portion of the “goat farm” property on the south side of Grandview Boulevard has no sewer outfall. There is sewer on the north side of Grandview Boulevard, but there is no way to get to it because of extensive utility conflicts. So, the nearest available sewer outfall is on the east side of Redwood Road in Frontier Court. Because UDOT prohibits cutting their roads for 5 years after a road reconstruction, it makes sense to install this sewer crossing now and recoup the cost from the developer of the undeveloped property in the near future. **Funding source: Sewer Enterprise Fund. Possible amendment will be needed.**
 4. **Storm Drain – 1200 S. to Lakeview Terrace and Detention Ponds Connections** – This is a project listed as “PN1” in the Storm Drain Capital Facilities Plan. UDOT was already installing a pipeline as part of their project. The City is paying to upsize the pipe to accommodate the City’s needs. **Funding source: Storm Drainage Impact Fees Fund Project PN-1 \$550,000 Existing Budget.**
 5. **Traffic Signal Powder Coating – Pioneer Crossing and Redwood Road** – This project will match the new signal poles to the others in the city. **Funding source: Streets Enterprise Fund.**
 6. **Secondary Water Lines** – The following lines are included in this project: 16-inch crossing at 400 South, 18-inch crossing of Pioneer Crossing at Riverside Drive, 18-inch pipeline from Riverside Drive crossing Redwood Road, 20-inch pipeline along Pioneer Crossing from Redwood Road to the SLR property. Because UDOT prohibits cutting their roads for 5 years after a road reconstruction, it makes sense to install this sewer crossing now and recoup the cost from the developer of the undeveloped property in the near future. **Funding source: Secondary Water Capital Fund. Possible amendment will be needed with a developer as the revenue source.**
- C. **Recommendation:** Staff recommends the approval of the subject Betterment Agreement.
- D. **Conditions:**
- A. The City has confidence in UDOT’s design process and cost estimating abilities. However, as with any construction project, unforeseen conditions arise sometimes

that affect the costs of the projects. Therefore, the City should be aware that it will be obligated to pay the actual costs of these projects.



**State of Utah
Department of Transportation**

Betterment Agreement Local Agency	Work Description: Betterment Items, No. 01	Estimated value of betterment scope of work \$ 265,157
	Local Agency: City of Saratoga Springs	
PIN: 10689 FINET Number: 54157 FMIS Number: F008343	Project Number: F-0068(92)26	Agreement Number (Assigned by Comptrollers)
	Project Location: SR-68 Saratoga Springs to Stillwater Parkway	Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and the City of Saratoga Springs, a municipal corporation in the State of Utah, hereinafter referred to as the “**Local Agency**,”

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this agreement, the **Local Agency** agrees that the costs shown below are estimates only and that the **Local Agency** will be responsible for paying the actual costs associated with these betterment items, based on unit bid prices, and actual quantities placed.

Description of Work: Betterment Items

No.	Description	Estimate*		
		Design	Construction	Total
1	Undergrounding RMP Distribution Power Impacts	---	155,000	155,000
2	Sanitary Sewer – Lake View Terrace	9,034***	15,960	24,994
3	Sanitary Sewer – Grandview	9,034***	10,200	19,234
4	Storm Drain – 1200 S. to Lakeview Terrace and Detention Ponds Connections	15,484	TBD**	15,484
5	Traffic Signal Powder Coating Betterment (Pioneer Crossing & Redwood Road)	---	10,831	10,831
6	Secondary Water Lines	39,614***	TBD**	39,614
Total :		\$ 73,166	\$ 191,991	\$ 265,157

Notes:

- *Conceptual estimate only. City of Saratoga Springs to pay actual costs.
- ** TBD construction estimate requires design work prior to developing costs.
- *** Estimate includes utility test holes.

The total estimated cost of the betterment work shall be advanced / deposited with **UDOT** prior to advertising. If the betterment costs are higher, the **Local Agency** shall pay the additional amount required within 30 days of receiving the invoice. The **Local Agency** shall deposit said amounts with **UDOT's** Comptroller's Office located at **UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500**. Please reference the above project number when submitting payment.

Total Estimated Reimbursement to UDOT is \$ 265,157

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT has prepared plans, specifications and estimates of costs for the construction of the project identified on page 1, hereinafter referred to as the "Project."

The Local Agency requested to include the betterment work items described on page 1 in the Project contract work.

UDOT is agreeable to include the Local Agency's requested betterment work providing that the Local Agency pay the actual additional costs incurred. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding these betterments and that no betterments will be added to the bid package until this agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Project Manager and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on Local Agency's facilities in accordance with the plans and specifications to include changes or additions to said plans and specifications which are approved by the parties hereto. The Local Agency, through their inspection of said work, will provide UDOT's Project Manager with information covering any problems or concerns the Local Agency may have with acceptance of said facilities upon completion of construction.

It is understood that access for maintenance and servicing of the Local Agency property located on State right of way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with UDOT's Manual For the

Accommodation of Utilities and the Control and Protection of The State Highway Rights of Way.

UDOT represents that it has not: (1) provided an illegal gift or payoff to any Local Agency officer or employee or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Local Agency conflict of interest ordinance.; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Local Agency officer or employee of the Local Agency to breach any of the ethical standards set forth in the Local Agency conflict of interest ordinance.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. The Local Agency agrees to indemnify UDOT, its officers, employees, and agents and hold them harmless from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency failure to inspect, discover, correct, maintain or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Agency negligent acts, errors or omissions in the performance of this project. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act.

To the extent it may be lawfully do so, the Local Agency further agrees to relieve UDOT from any responsibility or liability that may result from the Local Agency operation or maintenance activities covered herein.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in

the performance of this project or to ensure compliance with acceptable standards.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.
- d. Upon satisfactory completion of the provisions of this agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the Project construction, to accept, own and maintain the betterment work covered herein at no cost to UDOT.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this betterment agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this betterment agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if their project scope or schedule changes from the original intent of this agreement, the UDOT Project Manager will be notified prior to changes being made. Any costs incurred by UDOT, as a result of these scope or schedule changes, will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on May 21, 2009.

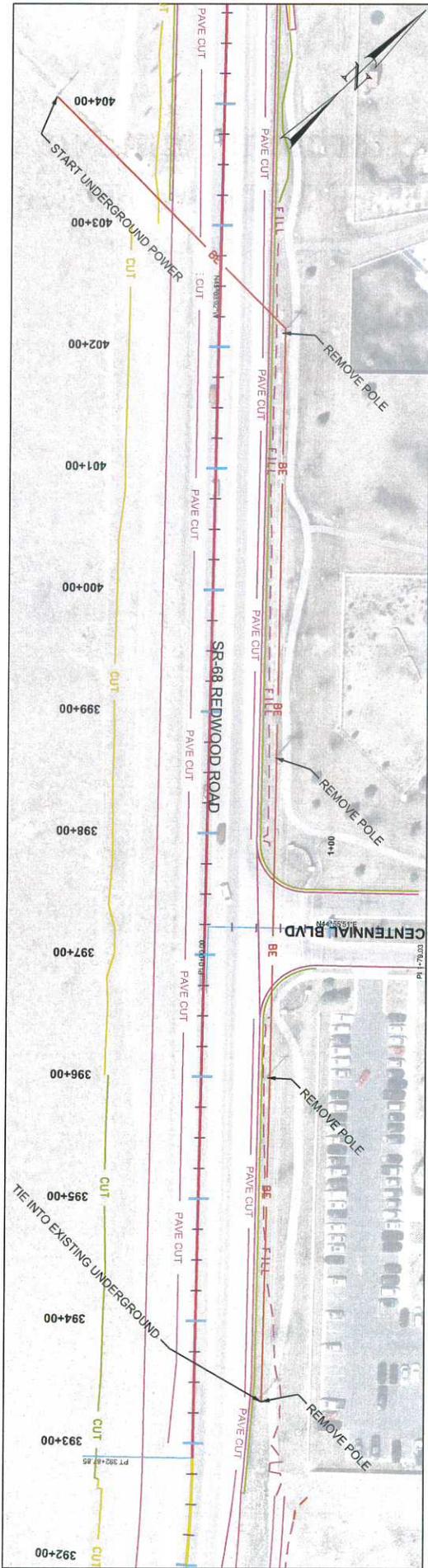
Saratoga Springs City Corporation				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Project Utility Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

Appendix

Betterment Items, No. 01

Betterment Item No. 1

Undergrounding RMP Distribution Power Impacts
Construction Estimate



SR-68; Saratoga Springs to Stillwater
 Cost Comparisson to Relocate RMP at Centennial Blvd
 Project No. F-0068(92)26
 PIN: 10698

-- DRAFT --

July 12, 2016

Relocate Power Poles (Above Ground)				
Item	Qty	Unit	Unit Cost	Cost
Relocate Pole	5	Each	12,500.00	\$ 62,500
Trenching	100	feet	7.00	\$ 700
Conduit	100	feet	3.50	\$ 350
Junction Box	2	each	1,200.00	\$ 2,400
90° Sweep	2	each	120.00	\$ 240
Riser	40	feet	3.50	\$ 140
Contingency (5%) :				\$ 3,317
Relocate Power Poles (Above Ground) Total Cost :				\$ 70,000

Relocate Power Underground				
Item	Qty	Unit	Unit Cost	Cost
Relocate Power Lines Underground	1,200	feet	150.00	\$ 180,000
Trenching	950	feet	7.00	\$ 6,650
Boring	250	feet	20.00	\$ 5,000
Conduit	1,200	feet	3.50	\$ 4,200
Junction Box	3	each	1,200.00	\$ 3,600
90° Sweep	1	each	120.00	\$ 120
Riser	40	feet	3.50	\$ 140
Vault	1	each	15,000.00	\$ 15,000
Contingency (5%) :				\$ 10,736
Relocate Power Underground Total Cost :				\$ 225,000

Summary	
Relocate Power Poles (Above Ground)	\$ 70,000
Relocate Power Underground	\$ 225,000
Total Cost Difference :	\$ 155,000

Betterment Estimate

Betterment Item No. 2

Sanitary Sewer – Lake View Terrace
Design & Construction Estimate

Sanitary Sewer - Lake View Terrace
Hours Estimate

Task	Construction Documents	Drafter	Design Eng	Senior Eng	Total Hours	Cost
		\$75.00	\$120.00	\$135.00		
1	Kick-off & Client Coordination			2	2	\$ 270.00
2	Preliminary Design/research with SS		4	8	12	\$ 1,560.00
3	Sewer Plan and Profile	8	2		10	\$ 840.00
4	Details	4	2		6	\$ 540.00
5	Internal meetings	2	2	2	6	\$ 660.00
6	QC		2	2	4	\$ 510.00
7	PM/Admin				0	\$ -
Total Hours		14	12	14	40	

Total Labor \$ 4,380.00

Directs \$ 4,654.00

TOTAL \$ 9,034.00

Directs

Description	Quantity	Rate	Cost
Site visit (mileage)	100	\$ 0.540	\$ 54.00
Test Hole (0-5 FT No Pave)*	2	\$ 800.00	\$ 1,600.00
Test Hole (0-5 FT Paved)*	3	\$ 1,000.00	\$ 3,000.00
Total			\$ 4,654.00

*Note: Test holes provided by CobbFendley under separate contract from Avenue Consultants.

Sanitary Sewer - Lake View Terrace
Engineer's Estimate



BID ITEMS							
No.	Item No.	Description	Qty	Unit	Unit Price	Amount	
75 - MISC BID							
1	018920050	RECONSTRUCT MANHOLE	1	EACH	\$ 2,000.00	\$	2,000.00
2	02610xxxx	PVC POLYPROPYLENE PIPE, BELL AND SPIGOT JOINT ENDS WITH GASKETS, ASTM D 3034, SDR 35, Type PSM, SMOOTH - 8 INCH	150	FT	\$ 68.00	\$	10,200.00
3	026330055	4 FOOT STANDARD MANHOLE 9 FT TO 11 FT DEEP- CB 11	1	EACH	\$ 3,760.00	\$	3,760.00
Subtotal:						\$	15,960.00

Prepared by:

avenue CONSULTANTS

Betterment Item No. 3

Sanitary Sewer – Grandview
Design & Construction Estimate

Sanitary Sewer - Grandview
Hours Estimate

Task	Construction Documents	Drafter	Design Eng	Senior Eng	Total Hours	Cost
		\$75.00	\$120.00	\$135.00		
1	Kick-off & Client Coordination			2	2	\$ 270.00
2	Preliminary Design/research with SS		4	8	12	\$ 1,560.00
3	Sewer Plan and Profile	8	2		10	\$ 840.00
4	Details	4	2		6	\$ 540.00
5	Internal meetings	2	2	2	6	\$ 660.00
6	QC		2	2	4	\$ 510.00
7	PM/Admin				0	\$ -
Total Hours		14	12	14	40	

Total Labor \$ 4,380.00

Directs \$ 4,654.00

TOTAL \$ 9,034.00

Directs

Description	Quantity	Rate	Cost
Site visit (mileage)	100	\$ 0.540	\$ 54.00
Test Hole (0-5 FT No Pave)*	2	\$ 800.00	\$ 1,600.00
Test Hole (0-5 FT Paved)*	3	\$ 1,000.00	\$ 3,000.00
Total			\$ 4,654.00

*Note: Test holes provided by CobbFendley under separate contract from Avenue Consultants.

Sanitary Sewer - Grandview
Engineer's Estimate



BID ITEMS

No.	Item No.	Description	Qty	Unit	Unit Price	Amount
75 - MISC BID						
1	02610xxx	PVC POLYPROPYLENE PIPE, BELL AND SPIGOT JOINT ENDS WITH GASKETS, ASTM D 3034, SDR 35, Ttype PSM, SMOOTH - 8 INCH	150	FT	\$ 68.00	\$ 10,200.00
					Subtotal:	\$ 10,200.00

Prepared by:



Betterment Item No. 4

Storm Drain – 1200 S. to Lakeview Terrace and
Detention Ponds Connections
Design Estimate Only

EXHIBIT A



Saratoga Springs Betterment

Design Scope

This betterment scope contains three key elements. Design detailed out in accordance with UDOT project tasks, design outline of deliverables for either inclusion into the SR-68 planset or supporting calculations included with the drainage report, and cost estimate to complete the design work to determine construction cost.

1Q1-Scoping Stage

A meeting was held on 6/13/16 with Bowen & Collins and Saratoga Springs to discuss outfall locations and potential betterments. It was determined the Redwood project could drain to the city's existing outfall locations without detention. However, water treatment via hydro dynamic separator would be needed at each location to treat the 5 year storm event.

Saratoga Springs would potentially like a betterment to convert 2 retention ponds to detention ponds. One pond is located south of Lake View Terrace Road and the second pond is north of Grandview Blvd.

2Q1- Geometry Review

No work under this task

3Q1 Plan-in-Hand

No work under this task

4Q1-PS&E

Both of Saratoga Springs retention ponds will need outlet structures and orifice plates to control the discharge to 0.2 cfs per acre. Since both ponds are currently retention, placing an outlet structure will reduced the storage capacity needed by converting them to detention ponds. Bowen Collins & Associates provided offsite tributary areas provided in Exhibit A.

The retention pond south of Lake View Terrace is currently sized to contain an area of 23.1 acres. Through preliminary discussions with Saratoga Springs and Bowen and Collins, it was decided to have the undeveloped area 25.9 acres to the south drain to the existing pond. For design purposes, the project will assume a full detention basin with 1' of freeboard a total of 49 acres collected by the basin when sizing an orifice outlet structure to tie to the proposed storm drain trunkline in Redwood Road.

The retention pond north of Grandview Blvd will have minor impacts with proposed widening of Redwood Road. For design purposes, the project will assume a full detention basin with 1' of freeboard with a total of 11.5 acres collected by the basin when sizing an orifice outlet structure to tie into the proposed storm drain trunkline in Redwood Road.

South of Grandview Blvd are 9.9 acres that are currently undeveloped. This area does not connect to the detention basin north or south of Grandview Blvd. The high point of the road is located at approximately station 419+92 a catch basin will be placed on the upstream (south) curb return. This will allow connection for the future development of the parcel. Design assumption is this parcel will have to detain onsite and will connect into the storm drain trunkline at 0.2 cfs per acre.

Two analysis will need to take place to determine the size of the trunkline needed in Redwood Road. The length of storm drain pipe will remain the same for both analysis the betterment begins at approximately roadway station 403+60 to the city's existing 48" outfall located approximately at station 433+90 approximate total length of pipe 3,030 ft.

Analysis 1-Delineate only drainage areas needed to convey the roadway surface drainage run the calculations to size the storm drain trunkline for UDOT water only.

Analysis 2-Include all drainage areas from Analysis 1 and inject flow from each retention basin into the proposed storm drain system at each of catch basins along Redwood Road. Run the calculations to determine the trunkline size needed to handle the additional flows added to the storm drain system.

The betterment cost will be determined using analysis 1 the baseline cost for the project and analysis 2 the increased cost to account for additional off-site flows.

Once the storm drain analysis is complete, a coordination meeting with Saratoga Springs and Bowen Collins & Associates will be scheduled to review results of the storm drain trunkline sizing.

Comment Resolution Meeting

Address all comments gathered from coordination meeting with Saratoga Spring and Bowen Collins & Associates. Finalize any and all outstanding items need to finalize the storm drain design.

Saratoga Springs Betterment
Outline of Design Deliverables

1. Detention basin design
 - Determine volume of existing basins
 - Discharge flow calculations 0.2 cfs/acre
 - Orifice design
 - Overflow Design (no routing or hydrographs)
2. Outlet structure details
 - Create outlet structure detail sheets for both ponds include in drainage detail (DD) sheets
3. Pipe connection into Redwood Road drainage system
 - Inject flows from the basins into Redwood Road trunkline. Review calculations and determine appropriate size of storm drain trunkline needed in Redwood Road.
 - Show in plan view and profile the connection from the outlet structure to the storm drain connection in Redwood Road. The plan and profile will be shown in the DR & DP sheets.
4. Coordination/Review
 - Once the design and calculations are complete review results with UDOT, City of Saratoga Springs, and Bowen Collins & Associates.
5. Cost Estimates
 - Create a separate engineers estimate for the betterment that will be included with the overall engineers estimate for the project.
6. ROW decisions
 - Determine limits of ROW needs for outlet structure and storm drain connection
7. Drainage Report
 - Include a write-up detailing why the betterment was included as part of the SR-68 project in the drainage. In addition, include all supporting calculations in an appendix.

Storm Drain – 1200 S. to Lakeview Terrace and Detention Ponds Connections
Hours Estimate

Company: PB

10/11/2016

Task	Construction Documents	CADD Tech	Drainage Eng	Senior Drainage Eng	Total Hours	Cost
		\$115.00	\$120.00	\$180.00		
1	Detention Basins Betterment	34	50	14	98	\$ 12,430.00
	Total Hours	34	50	14	98	
					Total Labor	\$ 12,430.00
					Directs	\$ 54.00
					TOTAL DESIGN	\$ 12,484.00

Directs

Description	Quantity	Rate	Cost
Site visit (mileage)	100	\$ 0.540	\$ 54.00
Total			\$ 54.00

ROW Instruments & Acquisition Estimate

Company: by others

Task	Construction Documents	Cost
1	Develop ROW Instruments	\$ 1,500.00
2	ROW Aquisition	\$ 1,500.00
		Total Labor \$ 3,000.00
		Directs \$ -
		TOTAL ROW \$ 3,000.00

Directs

Description	Quantity	Rate	Cost
Total			\$ -

TOTAL DESIGN	\$ 12,484.00
TOTAL ROW	\$ 3,000.00
TOTAL	\$ 15,484.00

Betterment Estimate

Betterment Item No. 5

Traffic Signal Powder Coating Betterment
(Pioneer Crossing & Redwood Road)
Construction Estimate

STATE FURNISHED MATERIALS / SIGNAL ** Submit signal orders to the Region Signal Engineer and to sfmaterials@utah.gov

Commodity Code	Description	Model #	Unit	Order Qty	CONTRACT Price	Unit	Amount
TRAFFIC SIGNAL STEEL		<u>Vendor Lead Time:</u> 90-100 days					
55085000501	TYPE A MAST ARM SIGNAL POLE (30' TO 55')	--	EA	3	\$3,335		\$10,005.00
55085000403	TYPE DC 90-DEGREE DUAL CURVED MAST ARM SIGNAL POLE (30' TO 45')	--	EA		\$4,858		
5508500408H	HARDWARE KIT, TYPE A POLE CAP (only if no lum-extension is being used)	--	EA		\$38		
5508500501H	HARDWARE KIT, TYPE A/DC SIGNAL POLE (2 kits required for DC arm)	--	EA	3	\$138		\$414.00
55085000581	POLE BASE PLATE ADAPTER	--	EA		\$1,387		
5508500581H	HARDWARE KIT, POLE BASE PLATE ADAPTER	--	EA		\$112		
55085000411	30' CURVED MAST ARM (Field Cut to 25' if needed)	--	EA	2	\$1,370		\$2,740.00
55085000412	35' CURVED MAST ARM	--	EA		\$1,647		
55085000413	40' CURVED MAST ARM	--	EA	1	\$1,780		\$1,780.00
55085000414	45' CURVED MAST ARM	--	EA		\$2,002		
55085000413H	HARDWARE KIT, 35'/40' CURVED MAST ARM	--	EA	1	\$10		\$10.00
55085000411H	HARDWARE KIT, 30'/45' CURVED MAST ARM	--	EA	2	\$10		\$20.00
55085000415	50' CURVED MAST ARM END SECTION	--	EA		\$1,877		
55085000416	55' CURVED MAST ARM END SECTION	--	EA		\$1,877		
55085000417	50'/55' MAST ARM BASE SECTION	--	EA		\$1,037		
55085000415H	HARDWARE KIT, 50' CURVED MAST ARM	--	EA		\$18		
55085000417H	HARDWARE KIT, 55' CURVED MAST ARM	--	EA		\$18		
55085000504	TYPE B MAST ARM SIGNAL POLE (60' TO 75')	--	EA	5	\$3,035		\$15,175.00
5508500508H	HARDWARE KIT, TYPE B POLE CAP (only if no lum-extension is being used)	--	EA		\$63		
5508500501H	HARDWARE KIT, TYPE B SIGNAL POLE	--	EA	5	\$89		\$445.00
55085000518	60' STRAIGHT MAST ARM BASE SECTION	--	EA	3	\$2,337		\$7,011.00
55085000519	65' STRAIGHT MAST ARM BASE SECTION	--	EA		\$2,668		
55085000521	70' STRAIGHT MAST ARM BASE SECTION	--	EA		\$3,225		
55085000522	75' STRAIGHT MAST ARM BASE SECTION	--	EA	2	\$3,225		\$6,450.00
5508500520H	HARDWARE KIT, 60'-75' MAST ARMS	--	EA	5	\$61		\$305.00
55085000520	60'-75' MAST ARM END SECTION	--	EA	5	\$1,226		\$6,130.00
STREET LIGHTING STEEL		<u>Vendor Lead Time:</u> 90-100 days					
55085000472	25' LUMINAIRE EXTENSION / TYPE A MAST POLE (2'-6")	--	EA		\$688		
55085000474	30' LUMINAIRE EXTENSION / TYPE A MAST POLE (7'-6")	--	EA		\$707		
55085000476	40' LUMINAIRE EXTENSION / TYPE A MAST POLE (17'-6")	--	EA	3	\$746		\$2,238.00
55085000475	40' LUMINAIRE EXTENSION / TYPE B MAST POLE (12'-6")	--	EA	5	\$723		\$3,615.00
55085000472H	HARDWARE KIT, SIGNAL POLE LUMINAIRE EXTENSION	--	EA	8	\$11		\$88.00
55085000441	5'6" TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA		\$201		
55085000445	11' TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	1	\$239		\$239.00
55085000448	15' TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	5	\$272		\$1,360.00
55085000456	BREAKAWAY BASE, TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	6	\$157		\$942.00
55085000445H	HARDWARE KIT, TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	6	\$55		\$330.00
55085000461	40' HIGHWAY LUMINAIRE POLE (Slip Base)	--	EA		\$760		
55085000458	30' HIGHWAY LUMINAIRE POLE (Slip Base)	--	EA		\$746		
55085000457	BREAKAWAY BASE, HIGHWAY LUMINAIRE POLE (slip base Poles only)	--	EA		\$258		
55085000464H	HARDWARE KIT, HIGHWAY LUMINAIRE POLE (slip base Poles only)	--	EA		\$74		
55085000458H	HARDWARE KIT, LUMINAIRE POLE CAP (when no arm is being attached)	--	EA		\$19		
55085000461H	HARDWARE KIT, HIGHWAY LUMINAIRE ARM (arm connection kit for Hwy Light Pole only)	--	EA		\$32		
55085000467	VERTICAL LUMINAIRE EXTENSION 5'-6" (90deg adapter off extension)	--	EA		\$251		
28576610763	VERTICAL LUMINAIRE ADAPTER	HOR-6	EA		\$100		
55085000465	10' LUMINAIRE ARM	--	EA		\$430		
55085000466	15' LUMINAIRE ARM	--	EA	7	\$445		\$3,115.00
55085000432	10' DUAL LUMINAIRE ARM	--	EA		\$1,057		
55085000435	15' DUAL LUMINAIRE ARM	--	EA	1	\$1,157		\$1,157.00
STREET LIGHTING LED'S		<u>Vendor Lead Time:</u> 90-100 days					
28576394402	LED LUMINAIRE A, TYPE III, MV, PC (equivalent to MV 250 W HPS)	RX1803NA5RNSN	EA		\$425		
28576394404	LED LUMINAIRE B, TYPE III, MV, PC (equivalent to MV 400 W HPS)	RX212813NA5RNSN	EA	9	\$525		\$4,725.00
28576394410	LED HWY LUM. A, TYPE III, 480V, NO PhotoCell (equivalent to 480V / 250W HPS)	RX180B3NB5NNSN	EA		\$425		
28576394413	LED HWY LUM. B, TYPE II, 480V NO PhotoCell (equivalent to 480V / 400W HPS)	RX2128B2NB5NNSN	EA		\$525		
28576394418	PHOTOCELL, TWIST-LOCK 480v, 12yr	6394L	EA		\$28		
28576394420	PHOTOCELL, TWIST-LOCK (Multi-Voltage) 12yr	6390L-BK	EA		\$25		
BOLTS & POWDER COATING		<u>Lead Time:</u> 90-100 days (Steel), 7 days (Powder Coating)					
55085000378	1" DIA. X 36" ANCHOR BOLT W/ HARDWARE (Light Poles, Ped Poles)	--	EA	24	\$14		\$336.00
55085000379	2" DIAMETER X 66" ANCHOR BOLT W/ HARDWARE (Signal Poles)	--	EA	32	\$104		\$3,328.00
	*** EXTRA CHARGE TO POWDER COAT FINISH ALL STEEL ITEMS		LUMP		(Varies)		\$10,831.00
CABINETS & CONTROLLERS		<u>Lead Time:</u> 4-6 weeks (Electronics), 2-3 months (Cabinets)					
55081000444	ECONOLITE COBALT CONTROLLER / TYPE-1 NEMA, B&W, No Touch	COB1010011	EA		\$1,980		
55081000400	INTELIGHT MAXTIME X3 CONTROLLER / TYPE-1 NEMA	--	EA		\$2,185		
	SD MEMORY CARD, 2gb (Included w/ COBALT Controllers)	COB5D2GBEHMC	EA		\$60		
55081000608	MMU / RENO	MM-1600-GE	EA		\$902		
55081000607	MMU / EDI	MMU-2	EA		\$950		
55081000488	ECONOLITE CABINET ASSEMBLY, TS-2 SIZE 6 (Does not include MMU or Controller)		EA		\$6,700		
55081000503	PEEK CABINET ASSEMBLY, TS-2 SIZE 6 (Does not include MMU or Controller)		EA		\$6,995		

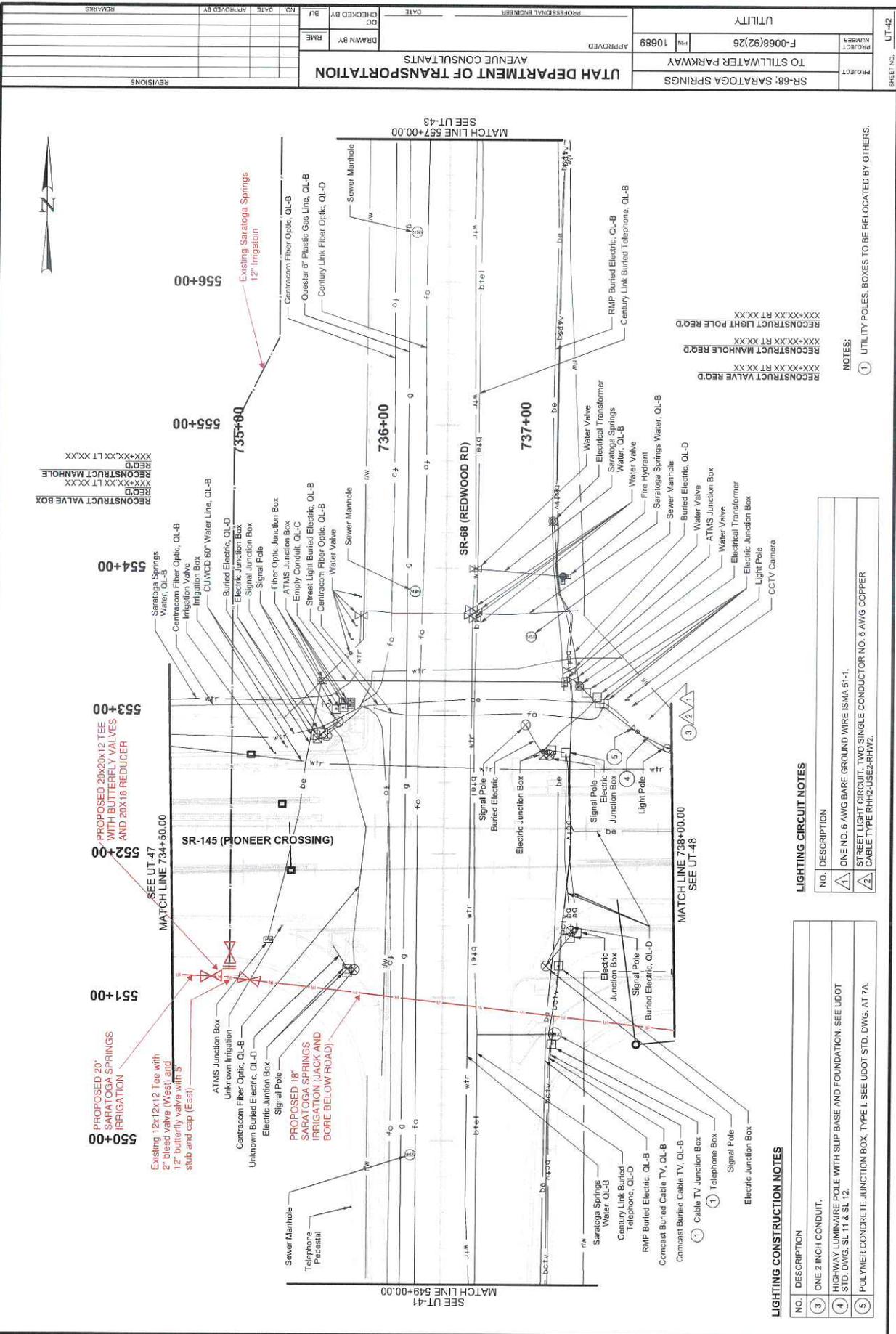
Powder Coat Estimate

Commodity Code	Description	Model #	Unit	Order Qty	CONTRACT Unit Price	Amount
RADAR DETECTION		Vendor Lead Time: 30-45 days				
5508200015	ADVANCE SENSOR / EXTENDED RANGE	wx-ss-200e	EA		\$4,350	
5508200032	MATRIX STOPBAR SENSOR	wx-ss-225	EA		\$3,885	
5508200080	SENSOR MOUNT	wx-ss-611	EA		\$185	
5508200043	100' MATRIX CABLE W/ CONNECTOR	wx-ss-704-100	EA		\$363	
5508200045	1,000' SPOOL - BULK MATRIX CABLE	wx-ss-705	EA		\$900	
5508200050	BURIED SERVICE SPLICING KIT (Ura Seal Epoxy Canister)	CK-200-BS	EA		\$12.35	
5508200067	MATRIX / 2 SENSOR BACKPLATE (use when deploying 1 or 2 radar units)	wx-ss-b01-003	EA		\$1,225	
5508200078	2 CHANNEL RACK CARD (Click-112)	wx-clk-112	EA		\$340	
55082000166	CLICK-650 RADAR INTERFACE UNIT (use when deploying 3 or 4 radar units)	sdlc-Interface	EA		\$2,595	
SIGNAL HEADS / LED'S		Vendor Lead Time: 60 days (Program heads), 30 days (Peds), 7 days (Tape)				
55088380602	LED MODULE - RED BALL / 15yr Warranty	--	EA		\$36.75	
55088380604	LED MODULE - YELLOW BALL / 15yr Warranty	--	EA		\$40	
55088380606	LED MODULE - GREEN BALL / 15yr Warranty	--	EA		\$37.50	
55088380608	LED MODULE - RED ARROW / 15yr Warranty	--	EA		\$40.50	
55088380610	LED MODULE - YELLOW ARROW / 15yr Warranty	--	EA		\$43.50	
55088380612	LED MODULE - GREEN ARROW / 15yr Warranty	--	EA		\$41.50	
55088000380	PED SIGNAL MODULE WITH COUNTDOWN, 9" LED	--	EA		\$88	
55088370306	TALON ASTRO BRACKET ASSEMBLY, 3-SECTION STANDARD	AB-0617-3-96PNC	EA		\$141	
55088370308	TALON ASTRO BRACKET ASSEMBLY, 4-SECTION STANDARD	AB-0617-4-96PNC	EA		\$148	
55088370434	12" VISOR, ALUMINUM TUNNEL (Yellow)	--	EA		\$24	
55088370435	12" VISOR, ALUMINUM BALLCAP STYLE (Yellow)	--	EA		\$24	
05576300015	2" RETROREFLECTIVE TAPE, YELLOW (150' roll)	4081 FLR Yellow	EA		\$80	
55088370431	LOUVERED BACKPLATE w-2" TAPE / 1-section (McCain)	--	EA		\$35	
55088370432	LOUVERED BACKPLATE w-2" TAPE / 3-section (McCain)	--	EA		\$53	
55088370433	LOUVERED BACKPLATE w-2" TAPE / 4-section (McCain)	--	EA		\$56	
55088000369	POLYMER PED CLAMSHELL, LEFT-MOUNT, BLACK (Shell only - no LED)	--	EA		\$137	
55088000370	POLYMER PED CLAMSHELL, RIGHT-MOUNT, BLACK (Shell only - no LED)	--	EA		\$137	
55088370522	POLYMER SIGNAL HEAD / 1-section	--	EA		\$93	
55088370411	POLYMER SIGNAL HEAD / 3-section	--	EA		\$200	
55088370415	POLYMER SIGNAL HEAD / 4-section	--	EA		\$263	
55088370420	POLYMER SIGNAL HEAD / 5-section (Includes tri-stud arm)	--	EA		\$353	
55088370422	POLYMER SIGNAL HEAD / HAWK	--	EA		\$278	
55088370413	POLYMER SIGNAL HEAD / Dual-Red	--	EA		\$355	
55088370410	ALUMINUM SIGNAL HEAD / 3-section (Maintenance Use Only !)	--	EA		\$200	
55088370416	ALUMINUM SIGNAL HEAD / 4-section (Maintenance Use Only !)	--	EA		\$260	
55088370421	ALUMINUM SIGNAL HEAD / 5-section (Maintenance Use Only / Includes Tri-Stud Arms)	--	EA		\$309	
55088370318	McCain TYPE-1 PROGRAMMABLE HEAD	McCain	EA		\$2,281	
55088370319	McCain TYPE-3 PROGRAMMABLE HEAD	McCain	EA		\$2,299	
55088370320	McCain TYPE-4 PROGRAMMABLE HEAD	McCain	EA			
--	** Additional Equipment & Parts Available For Prgm-Heads - See Contract Documents.	--	--	--	--	
PEDESTRIAN PUSHBUTTONS		Vendor Lead Time: 30-45 days				
55080580380	NAVIGATOR / 2-WIRE AUDIBLE PED BUTTON ASSEMBLY (Power from cabinet)		EA		\$360	
55080580381	NAVIGATOR / 2-WIRE CONTROL UNIT (1 Unit Per Intersection)		EA		\$1,996	
55080580371	NAVIGATOR / 4-WIRE AUDIBLE BUTTON ASSEMBLY (Power from Ped Head)		EA		\$566	
55080580375	9x12 PEDESTRIAN FRAME (Frame only - no sign or button)	PBF9x12	EA		\$56	
55080580377	PIEZO PEDESTRIAN BUTTON ONLY	BDL-3	EA		\$75.25	
55080580376	9 X 12 REVERSIBLE PEDESTRIAN SIGN	800H-89	EA		\$12.75	
	STANDOFF BRACKET FOR 4" PED POLES (1 pair, for 2 buttons)		EA		\$30.00	
SERVICE PEDESTALS / BATTERY BACKUP (** Also on ATMS Form)						
55089000423	(New) DUAL METER SIGNAL PEDESTAL w/ DISCONNECT	--	EA		\$2,166	
55089000414	MYERS - LARGE FREEWAY LIGHTING PEDESTAL	--	EA		\$5,957	
55089000416	MYERS - STANDARD FREEWAY LIGHTING PEDESTAL	--	EA		\$4,547	
55089000419	BLUE EARTH - 170 UPS STEALTH INVERTER / CHARGE CONTROLLER		EA		\$2,540	
--	500W BATTERY PACK ** Typically Need (2) Per Intersection / (NOT KEPT IN STOCK)		EA		\$2,665	
DISCONTINUED ITEMS W/ STOCK ON HAND : (Remaining Stock Only - Call Warehouse To Verify Availability)						
55080100610	711 ONE CHANNEL, ONE DIRECTION DETECTOR		EA		\$427.30	
55080100608	721 ONE CHANNEL, TWO DIRECTION DETECTOR		EA		\$485.84	
55080100612	722 TWO CHANNEL, TWO DIRECTION DETECTOR		EA		\$677.80	
55080100614	752 TWO CHANNEL PHASE SELECTOR		EA		\$1,758.75	
55080100616	754 FOUR CHANNEL PHASE SELECTOR		EA		\$2,751	
55080100600	OPTICOM DETECTOR MOUNT	AB-0163-45	EA		\$31	
55082000054	IN-POLE SPLICE BOX	wx-ss-710	EA		\$146.00	
STATE FURNISHED MATERIALS TOTAL:						\$82,789.00

Betterment Item No. 6

Secondary Water Line
Design Estimate

Secondary Water Line



PROJECT NO. UT-42		PROJECT NUMBER	
SR-68 - SARATOGA SPRINGS		F-0068(9)26	
TO STILLWATER PARKWAY		10669	
UTAH DEPARTMENT OF TRANSPORTATION		APPROVED	
AVENUE CONSULTANTS		DRAWN BY	
CHECKED BY		DATE	
NO.		DATE	
APPROVED BY		REVISIONS	
REVISIONS		REMARKS	

RECONSTRUCT VALVE BOX
 RECONSTRUCT MANHOLE
 RECONSTRUCT LIGHT POLE REQD
 RECONSTRUCT VALVE REQD
 RECONSTRUCT MANHOLE REQD
 RECONSTRUCT LIGHT POLE REQD
 XXX-XXX RT XXXX
 XXX-XXX RT XXXX
 XXX-XXX RT XXXX

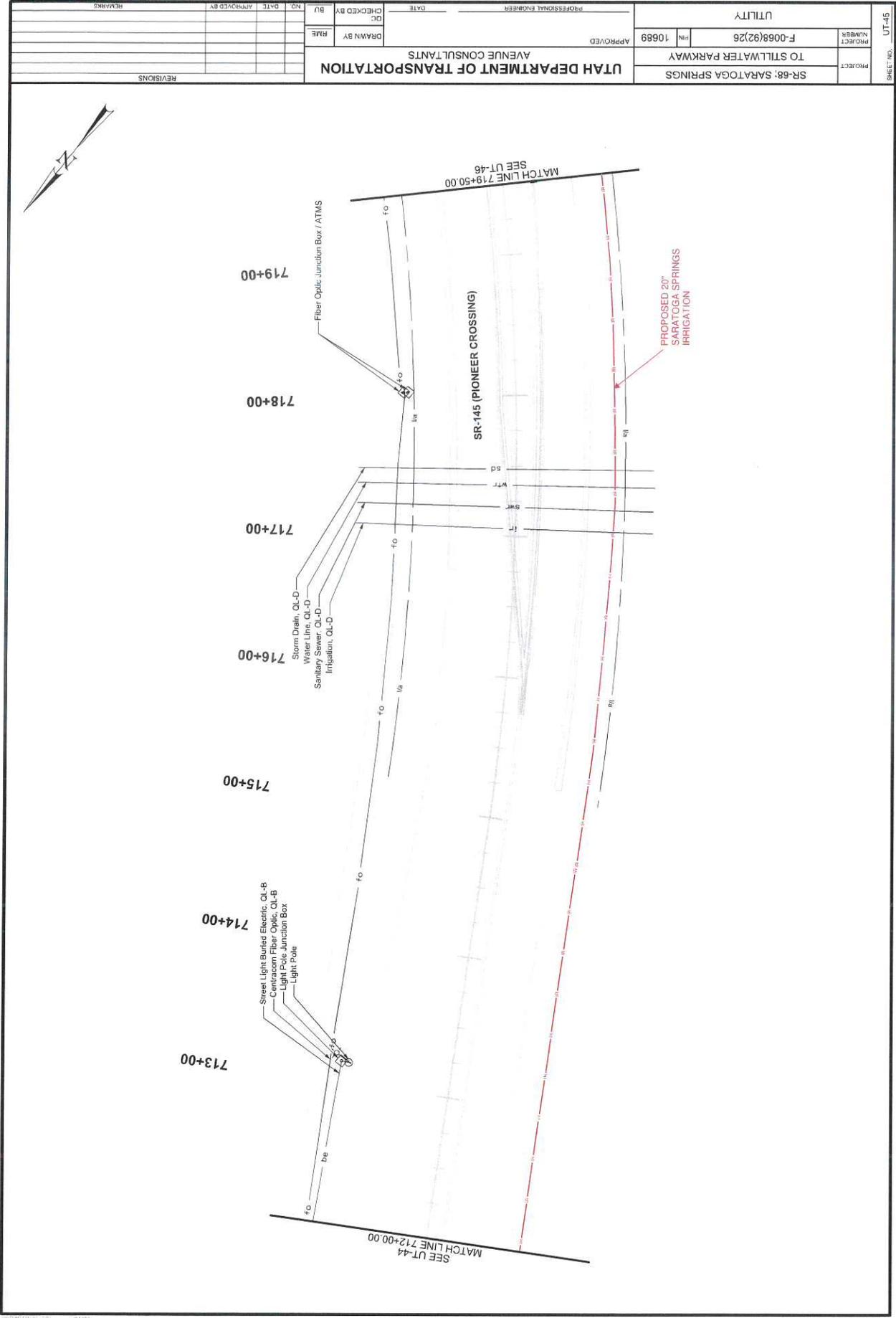
NOTES:
 1 UTILITY POLES, BOXES TO BE RELOCATED BY OTHERS.

LIGHTING CONSTRUCTION NOTES	
NO.	DESCRIPTION
1	ONE 2 INCH CONDUIT.
2	HIGHWAY LUMINAIRE POLE WITH SLIP BASE AND FOUNDATION. SEE UDOT STD. DWG. SL 11 & SL 12.
3	POLYMER CONCRETE JUNCTION BOX, TYPE I. SEE UDOT STD. DWG. AT 7A.

LIGHTING CIRCUIT NOTES	
NO.	DESCRIPTION
1	ONE NO. 6 AWG BARE GROUND WIRE ISMA 51-1.
2	STREET LIGHT CIRCUIT. TWO SINGLE CONDUCTOR NO. 6 AWG COPPER CABLE TYPE RHF2-USE-RHW2.

SEE UT-41
 MATCH LINE 549+00.00
 SEE UT-47
 MATCH LINE 734+50.00
 SEE UT-48
 MATCH LINE 738+00.00
 SEE UT-43
 MATCH LINE 557+00.00

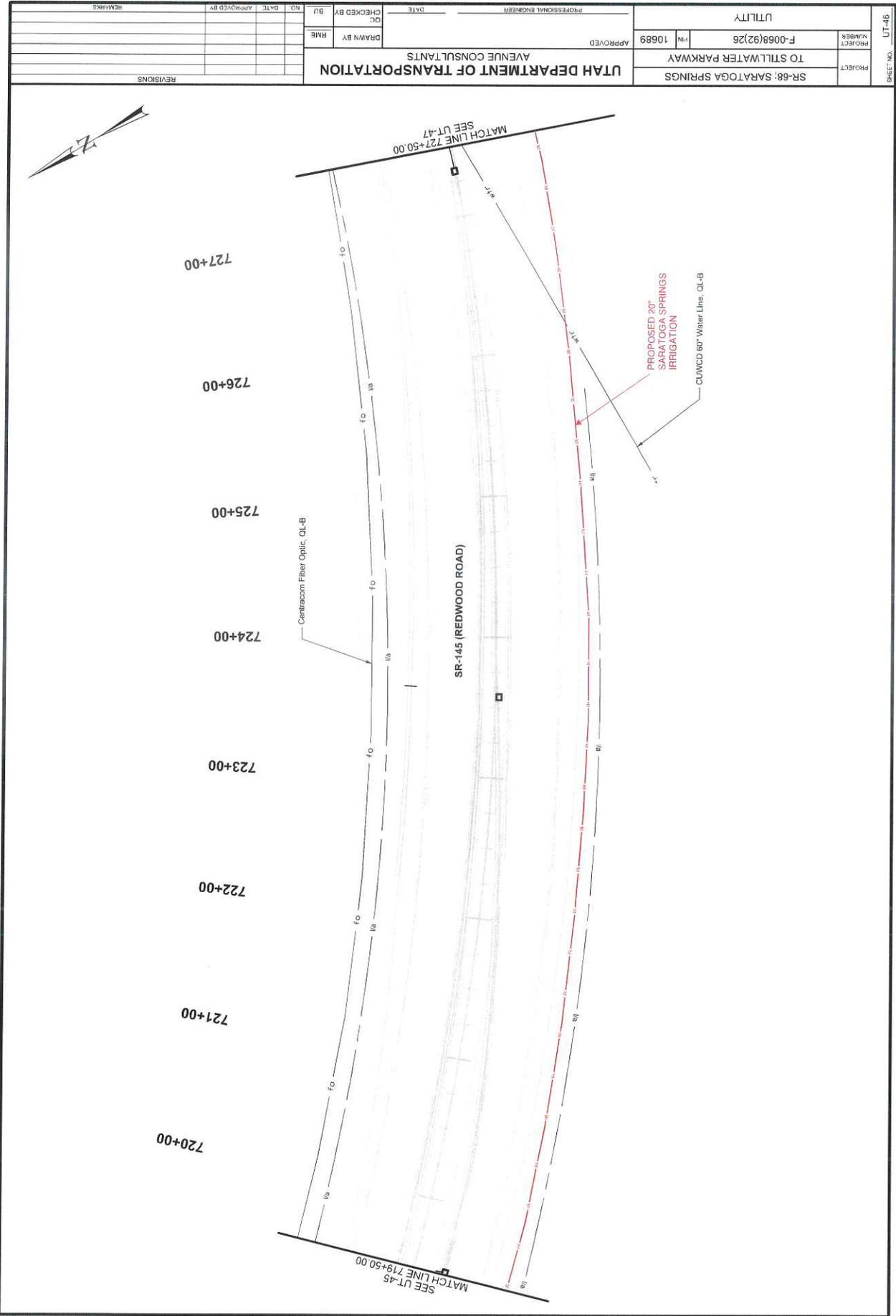
Secondary Water Line



PROJECT		SR-68: SARATOGA SPRINGS	
PROJECT NUMBER		TO STILLWATER PARKWAY	
UTILITY		F-0068(9)26	
DRAWN BY		10689	
CHECKED BY		DATE	
DRAWN BY		DATE	
APPROVED		DATE	
REVISIONS		REMARKS	
NO.		DATE	
BY		APPROVED BY	

SHEET NO. UT-45

Secondary Water Line

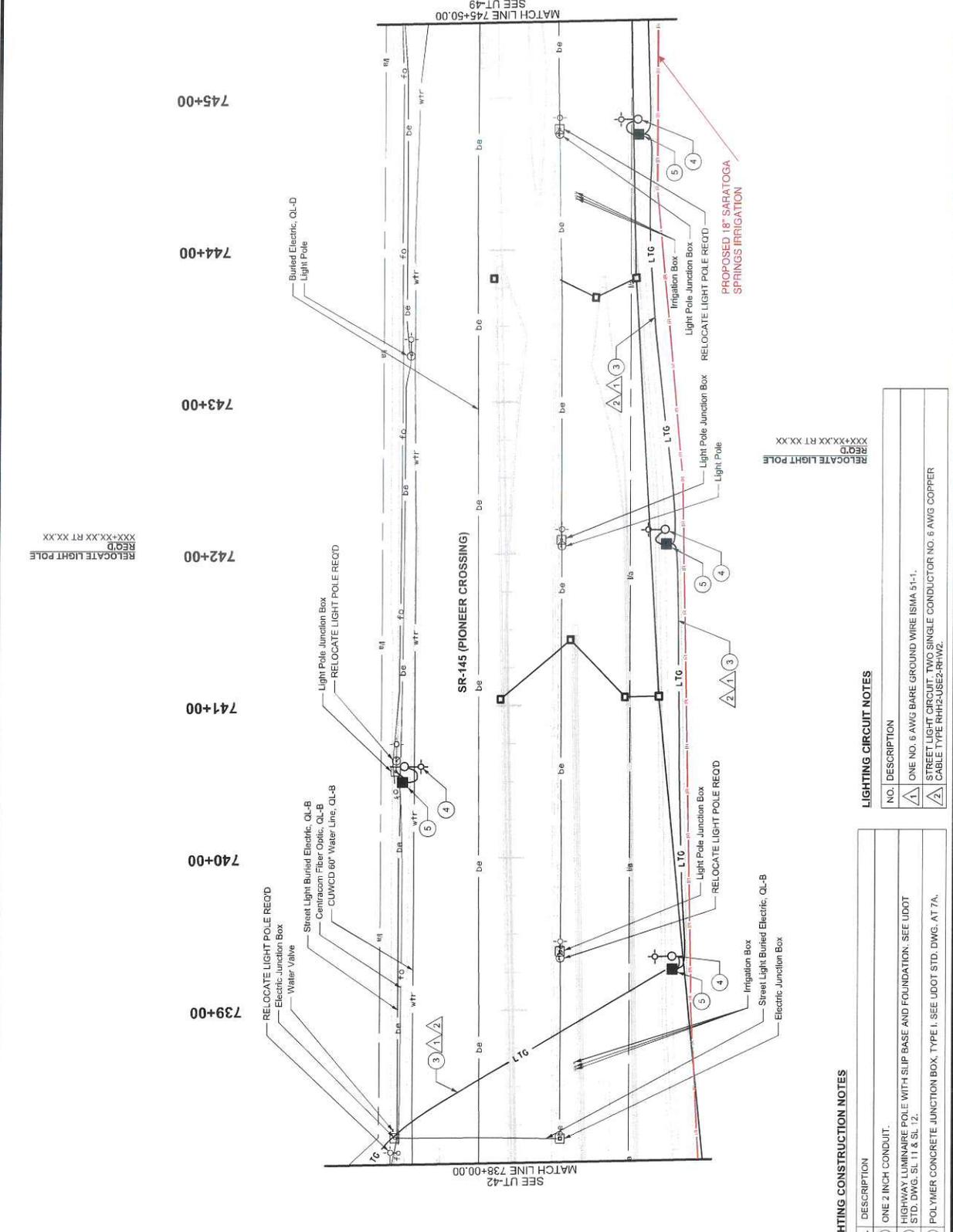


PROJECT NUMBER		SR-68: SARATOGA SPRINGS	
PROJECT		TO STILLWATER PARKWAY	
UTILITY		F-0068(9)26	
DRAWN BY		10689	
CHECKED BY		DATE	
DATE		DATE	
APPROVED		DATE	
PROFESSIONAL ENGINEER		DATE	
UT-46		DATE	

REVISIONS		REVISIONS	
NO.		DATE	
BY		APPROVED BY	
DATE		REMARKS	

Secondary Water Line

PROJECT		SR-68: SARATOGA SPRINGS	
PROJECT NUMBER		F-0068(92)26	
PROJECT		TO STILLWATER PARKWAY	
PROJECT		UTILITY	
PROJECT		10669	
PROJECT		APPROVED	
PROJECT		DATE	
PROJECT		CHECKED BY	
PROJECT		PRJW BY	
PROJECT		RME	
PROJECT		BU	
PROJECT		NO.	
PROJECT		DATE	
PROJECT		APPROVED BY	
PROJECT		REVISIONS	



RELOCATE LIGHT POLE
REQ'D
XXX+XX.XX RT XX.XX

RELOCATE LIGHT POLE
REQ'D
XXX+XX.XX RT XX.XX

LIGHTING CONSTRUCTION NOTES

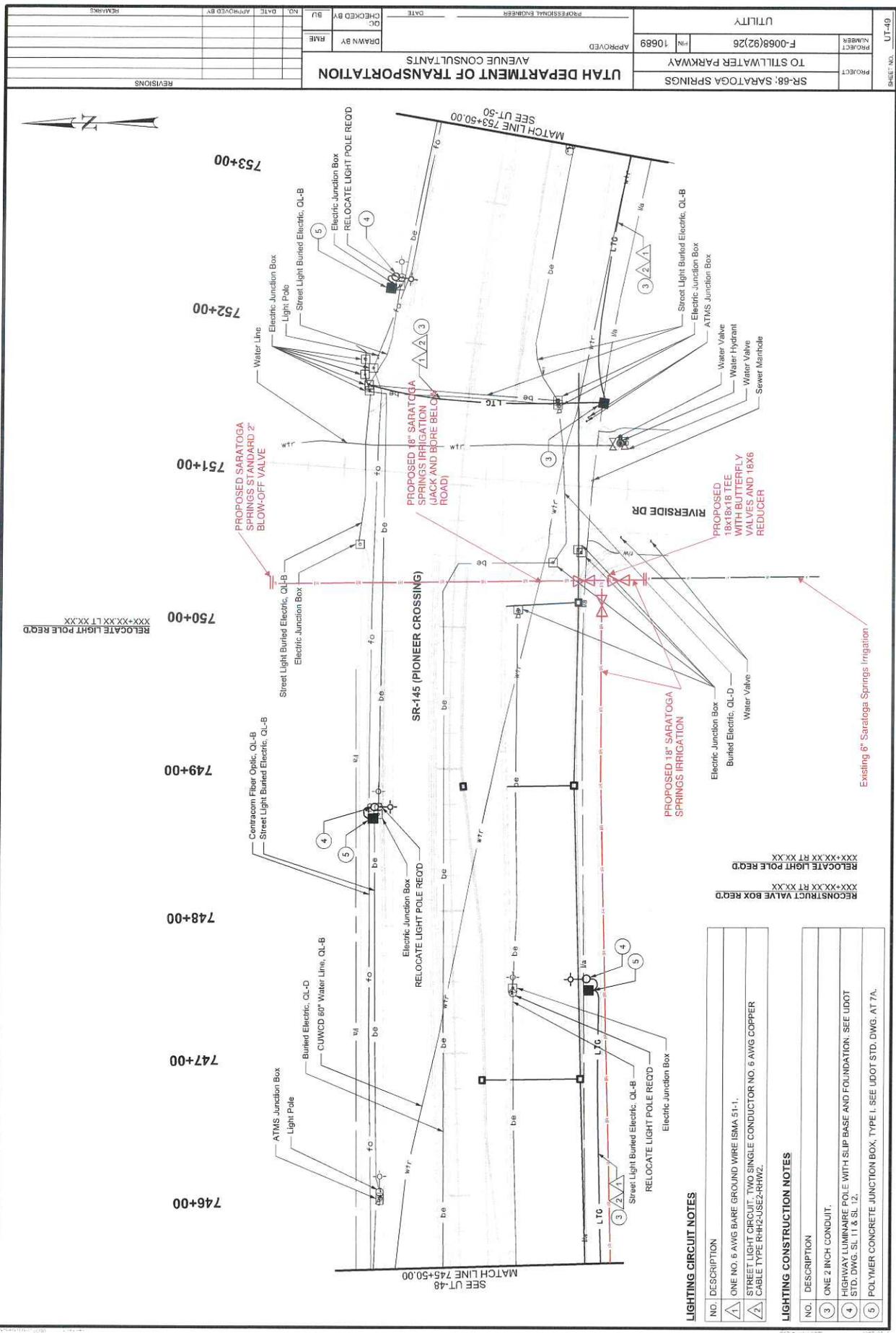
NO.	DESCRIPTION
3	ONE 2 INCH CONDUIT.
4	HIGHWAY LUMINAIRE POLE WITH SLIP BASE AND FOUNDATION. SEE UDOT STD. DWG. SL 11 & SL 12.
5	POLYMER CONCRETE JUNCTION BOX. TYPE I. SEE UDOT STD. DWG. AT 7A.

LIGHTING CIRCUIT NOTES

NO.	DESCRIPTION
1	ONE NO. 6 AWG BARE GROUND WIRE ISMA 51-1.
2	STREET LIGHT CIRCUIT. TWO SINGLE CONDUCTOR NO. 6 AWG COPPER CABLE TYPE RHH-2USE2-RH-W2.



Secondary Water Line



RELOCATE LIGHT POLE REQ'D
XXX+XX.XX FT XXXX

RECONSTRUCT VALVE BOX REQ'D
XXX+XX.XX FT XXXX

RELOCATE LIGHT POLE REQ'D
XXX+XX.XX FT XXXX

LIGHTING CIRCUIT NOTES

NO.	DESCRIPTION
1	ONE NO. 6 AWG BARE GROUND WIRE ISMA 51-1.
2	STREET LIGHT CIRCUIT. TWO SINGLE CONDUCTOR NO. 6 AWG COPPER CABLE TYPE RHH2-USE2-RHW2.

LIGHTING CONSTRUCTION NOTES

NO.	DESCRIPTION
3	ONE 2 INCH CONDUIT.
4	HIGHWAY LUMINAIRE POLE WITH SLIP BASE AND FOUNDATION. SEE UDOT STD. DWG. SL 11 & SL 12.
5	POLYMER CONCRETE JUNCTION BOX, TYPE I. SEE UDOT STD. DWG. AT 7A.

PROJECT		SR-68: SARATOGA SPRINGS		SHEET NO. UT-49	
PROJECT NUMBER		F-0069(9)26		UTILITY	
PROJECT		TO STILLWATER PARKWAY		10689	
APPROVED		UTAH DEPARTMENT OF TRANSPORTATION		AVENUE CONSULTANTS	
DATE	PROFESSIONAL ENGINEER	DATE	QC	CHECKED BY	DATE
				BY	
				DATE	
				APPROVED BY	
				DATE	
				REVISIONS	
				NO.	DATE
				APPROVED BY	
				REVISIONS	

RESOLUTION NO. R16-58 (10-18-16)

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS
APPROVING A BETTERMENT AGREEMENT WITH THE
UTAH DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Utah Department of Transportation (“UDOT”) is planning the expansion and improvement of Redwood Road in the City of Saratoga Springs, Utah (“City”); and

WHEREAS, certain improvements have been identified as betterments not necessary for UDOT’s plans but beneficial to the City; and

WHEREAS, UDOT has agreed to complete the betterments and advance such costs necessary to complete the improvements, subject to reimbursement by the City of such costs as provided in the Betterment Agreement attached as Exhibit A; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Saratoga Springs, Utah that the improvements be built by UDOT and that the Betterment Agreement be approved.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the Betterment Agreement with the Utah Department of Transportation attached as Exhibit A is approved and that the City Manager is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this _____ day of _____, 2016

City of Saratoga Springs

Mayor

Attest:

City Recorder (or Deputy)

EXHIBIT A



City Council Staff Report

Authors: Kevin Thurman, City Attorney
Subject: Assignment Agreement for Culinary Water Connections
Date: October 18, 2016
Type of Item: Legislative, Policy Decision

Summary: Consideration of an agreement recognizing 857 culinary water connection credits and allowing the sale of these credits to development in or near the Wildflower development.

Description:

A. Topic: Assignment agreement for culinary water connections.

B. Background: The zone 3 culinary water tank was built by Windsor Development in conjunction with the Harvest Hills development. Paul Johnson formed Windsor Development and is now the sole beneficiary of Windsor's assets. These water credits are credits that we have known to have existed, although we don't have any written agreements recognizing the credits. This was typical during the time to have verbal agreements such as this. We have been able to track down some letters from Richard Allen—who was the City's water attorney at the time—recognizing these water credits. We also confirmed with Ken Leatham, City Manager during this time, that these credits exist. Therefore, we believe Paul Johnson has a legitimate claim to these credits.

We have also received acknowledgement from the beneficiaries of the Lake Mountain Mutual Water Company that these credits are not part of the water infrastructure purchased during the 2005 purchase and settlement agreement; therefore, we have no obligation to make payments to LMMWC for the use of these credits. This proposed agreement recognizes the water credits, allows the credits to be assigned, and imposes limits on the credits to limit the negative impacts this may have on the City's water system.

C. Analysis: At this time, we are asking the Council to consider approving the attached agreement. This agreement officially recognizes the water credits but requires them to be utilized within a 7 year period. This is beneficial to the City because we will be able to plan for the use of these credits and have the benefit of an expiration date by which the credits must be used by. It also limits the location of these credits to the Wildflower development or within ¼ mile of the Wildflower development. We anticipate that all of these credits will be used by the Wildflower development before the 7 years expire. For credits such as these,

which were acquired at a much lesser cost than the current cost, a developer could wait for the value to increase exponentially and then later sell them at an inflated price, which would place an undue burden on the City to allow the use of our water system at such a low cost. This agreement will lessen the impact on the City and allow the City to better plan for future water needs.

D. Financial Impact: The financial impact on the City is that the culinary water impact fee account (56-3910-100) will not accumulate funds at the same rate it would have if the normal impact fees were paid. Also, the Lake Mountain Mutual Water Company (“LMMWC”) Purchase Agreement, with its obligation to pay \$2,000 from each impact fee for the \$21 million water system purchase, will not be paid off at the same rate. Assuming all 857 credits are used within the 7-year period and no extension of time is granted, the dollar amount of the impact fees not paid because of these credits will be at least \$340,571.80. The total amount not paid towards the LMMWC purchase agreement may be as high as \$1,714,000. As of June 30, 2016, we have a remaining obligation for the LMMWC agreement of \$11,526,540. However, these credits have already been acknowledged by previous staff members, so the financial impact will be the same with or without this agreement. If anything, this agreement will lessen the financial impact to the City if any unused credits expire after the 7-year period.

E. Conclusion: The attached agreement officially recognizes culinary water credits in the Zone 3 culinary water system, allows the credits to be assigned, and places limitations on the use of such to lessen the impact on the City. This agreement will help the City to be able to better plan for the future culinary water demands of its residents and future development.

Recommendation: Approval of the attached Agreement.

Attachments: Assignment Agreement for Culinary Water Connections; Letter from Lake Mountain Mutual Water Company recognizing these water credits; Letter from Richard Allen recognizing these credits

ASSIGNMENT AGREEMENT
FOR
CULINARY WATER CONNECTION CREDITS

THIS ASSIGNMENT AGREEMENT FOR CULINARY WATER CONNECTION CREDITS (this “Agreement”) is dated as of September __, 2016 (the “Effective Date”), by and between the CITY OF SARATOGA SPRINGS, a municipal corporation of the State of Utah (the “City”), and Paul E. Johnson, an individual with an office at 99 E. State Street, Suite 200, Eagle, ID 83616 (“Johnson”).

RECITALS

1. Johnson presently owns and desires to sell 857 culinary water connection credits in the City’s culinary water system (the “Connection Credits”).
2. Exactly 657 of the 857 Connection Credits represent connections Johnson’s company, Windsor Development, LLC (“Windsor”), purchased in the City’s culinary water system and used only temporarily to irrigate lots in the Harvest Hills Master Planned Community until a secondary irrigation system was built. By verbal agreement with the City, these connections became credits in the culinary water system once Johnson’s company provided a secondary

irrigation system for the Harvest Hills Community, which it did in May of 2004. These 657 Connection Credits were originally owned by Windsor.

3. With Johnson's concurrence, exactly 200 of the 857 Connection Credits were contractually given to Windsor by the City as partial reimbursement for Johnson's company constructing and dedicating to the City the 1.2 million-gallon Zone Three culinary water tank located on what is now the Wildflower Planned Community property, which property is more specifically described in Exhibit A.
4. Windsor has conveyed the Connection Credits to Johnson personally through an assignment, a copy of which is attached as Exhibit B.
5. The developers of the Wildflower Planned Community are interested in purchasing from Johnson the Connection Credits for use in their community, and Johnson desires to sell the Connection Credits.
6. The City believes that it would be advantageous for the City to know approximately where and when the Connection Credits will be put to use. Therefore, the City is willing to support Johnson's sale of the Connection Credits for use on and near the Wildflower Planned Community.

7. The City is willing to account for the Connection Credits by keeping electronic records that include information regarding who owns the Connection Credits, who is authorized to tender them as payment for culinary water connections, and for which lots in the City they are ultimately tendered and when.

AGREEMENT

NOW THEREFORE, for and in consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, incorporating the foregoing Recitals, do hereby agree as follows:

SECTION 1. CITY AGREES TO JOHNSON'S SALE AND ASSIGNMENT OF CONNECTION CREDITS. The City hereby agrees to recognize Johnson's sale and assignment of the Connection Credits to a buyer or buyers who will use the Connection Credits on or near the Wildflower Property on the following conditions: 1) Each Buyer of the Connection Credits must promise in writing that the Connection Credits the buyer purchases will be used on or within ¼ mile of the Wildflower Property; 2) each buyer shall indemnify the City as described in Section 8 below; and 3) Johnson and the buyer(s) shall comply with all terms and conditions herein. The City agrees to not oppose Johnson's sale(s) and

assignment(s) of the Connection Credits and, upon written request, agrees to provide potential buyers a copy of this Agreement along with information regarding the number of remaining Connection Credits.

SECTION 2. JOHNSON AGREES TO SELL THE CONNECTION CREDITS TO BUYERS APPROVED BY CITY. Johnson agrees to restrict his sale of the Connection Credits to a buyer(s) who agrees in writing to use the Connection Credits on or within ¼ mile of the Wildflower Property, who indemnifies the City as provided herein, and agrees to comply with all terms and conditions of this Agreement.

SECTION 3. WATER CREDIT RECORDS. The City shall keep adequate records of the Connection Credits including to whom the Connection Credits have been assigned and the number of remaining Connection Credits. When Johnson considers selling a Connection Credit to a qualified buyer, Johnson and the buyer shall ensure that all conditions precedent herein are met prior to the sale. If all conditions precedent are met, Johnson and the buyer shall provide to the City a fully executed and notarized Assignment of Ownership Interest in Culinary Water Connection Credits in a form substantially in the form attached hereto as Exhibit C (“Assignment”). Upon verification that the requirements of this Agreement are met and receipt of said Assignment, the City shall

recognize in the City records the buyer as the new owner of the Connection Credit, note the date on which the Connection Credit is being tendered, and note the lot number or address at which the Connection Credit shall be used. The owner of a Connection Credit shall notify the City in writing if an agent is authorized to thus act in behalf of the owner and the City will only allow owners of record or their authorized agents to utilize Connection Credits with the City. The City records shall be made available for inspection and copying by Johnson, the Connection Credit owners, their agents, and other interested parties, including without limitation potential buyers of Connection Credits, during reasonable business hours.

SECTION 4. REQUIRED IMPROVEMENTS. This Agreement only guarantees the rights to use the unexpired Connection Credits currently on file with the City. The City makes no guarantees or warranties as to the pressure, flow, duration, quality, or quantity of the culinary water in its system. Johnson and all assignees of Johnson agree and understand that distribution lines, booster stations, and other improvements may be necessary to utilize the Connections Credits for development in accordance with the City's Standard Technical Specifications and

Drawings Manual and Utah law, both of which may be modified from time to time.

SECTION 5. EXPIRATION OF CONNECTION CREDITS. The City is currently experiencing rapid growth, and other developers and owners of property may wish to utilize the City's existing capacity, if any, in the culinary water system. In addition, the City has recently experienced a significant reduction and depletion in the water available in its wells and storage facilities, including a water well that has recently failed and is no longer useable. Johnson and all assignees of Johnson hereby recognize the importance of utilizing the Connection Credits as soon as reasonably practicable. Notwithstanding the foregoing, Johnson and all assignees shall have the right to utilize the Connection Credits towards residential, institutional, or commercial development within seven (7) years of the Effective Date of this Agreement, and the City agrees to ensure capacity exists in its system for such period of time to permit Johnson and its assignees to utilize such Connection Credits. Upon the express condition that there is remaining capacity in the City's Zone 3 culinary water tank and zone to meet the City's standards for flow, pressure, duration, quality, and quantity, the City may voluntarily approve an extension to the above time limit, such approval not to be

withheld unreasonably. Any Connection Credits not physically utilized within said seven-year period or not so extended shall expire and no longer represent any entitlement from the City

SECTION 6. ENTIRE AGREEMENT. This Agreement and the Recitals above, together with all exhibits, constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, representations, or agreements of the parties regarding the same, whether written or verbal.

SECTION 7. FURTHER ACTS. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

SECTION 8. RELEASE/INDEMNIFICATION. All owners and assignees of the Connection Credits shall waive, defend, and indemnify the City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives against any and all claims, suits, complaints, attorney fees, and costs with respect to conflicting claims of ownership of or conflicting claims of the rights to beneficial use of the Connection Credits brought by Johnson, his buyers, his assignees, or any other third party. The provisions of this Section 8 shall in no way relieve or release the City from its obligations to Johnson, his buyers,

his assignees or any other third party that are the subject matter of this Agreement, including, without limitation, the City's obligations, subject to the terms of this Agreement, to recognize the validity of the Connections Credits, to not oppose their assignment and transfer, and to ensure that capacities exist for the use of the Connection Credits if the Connection Credits are presented for use timely. The provisions of this Section 8 shall survive the execution and delivery of this Agreement and any subsequent assignments of the Connection Credits by Johnson and his successors or assigns.

SECTION 9. NO AGENCY OR PARTNERSHIP. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

SECTION 10. LEGAL COMPLIANCE. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement.

SECTION 11. AMENDMENT. This Agreement cannot be amended except by a written instrument signed by the parties.

SECTION 12. SEVERABILITY. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is otherwise unlawful, that provision shall

terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 13. AUTHORITY. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entity identified.

SECTION 14. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

CITY OF SARATOGA SPRINGS, a
municipal corporation of the State of
Utah

By: _____
Its: _____

ATTEST & COUNTERSIGN:

City Recorder

PAUL E. JOHNSON

STATE OF _____)

COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignor, and who acknowledged that he or she executed it.

NOTARY PUBLIC

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EXHIBIT A

Wildflower Property

[Insert description of Wildflower Property]

EXHIBIT B

ASSIGNMENT OF CONNECTION CREDITS FROM WINDSOR TO JOHNSON

EXHIBIT C
ASSIGNMENT

ASSIGNMENT OF OWNERSHIP INTEREST
IN CULINARY WATER CONNECTION CREDIT(S)

PAUL E. JOHNSON, whose address is 99 E. STATE STREET, SUITE 200, EAGLE, ID 83616 (“Assignor”), hereby assigns and transfers to _____, whose address is _____ (“Assignee”), all of Assignor’s right, title, and interest in and to _____ culinary water connection credits currently in the name of Assignor and evidenced by that certain Assignment Agreement for Culinary Water Connection Credits (the “Water Connection Credits Assignment Agreement”), dated September __, 2016, by and between Assignor and the City of Saratoga Springs (the “City”), a municipal corporation of the State of Utah. Upon receipt of this duly executed instrument, the City shall enter the transfer of connection credits in the electronic records of the City.

Assignee hereby accepts this assignment and (a) acknowledges that this assignment is governed by the Water Connection Credits Assignment Agreement, (b) agrees to be bound by (i) the terms and conditions of the Water Connection Credits Assignment Agreement (including, without limitation, the indemnification obligations under Section 8 thereof) as it may be amended from time to time by the parties thereto and (ii) any future changes to the City Code of the City, and (c) agrees that the water connection credits that are the subject of this assignment shall be used as set forth in the Water Connection Credits Assignment Agreement as that agreement may be amended from time to time by the parties thereto.

DATED this _____ day of _____, 20__.

ASSIGNOR:

PAUL E. JOHNSON

Assignee:

By: _____

Its: _____

STATE OF UTAH)

COUNTY OF SALT LAKE)
§

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignor, and who acknowledged that he or she executed it.

NOTARY PUBLIC

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STATE OF UTAH)
§
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignee, and who acknowledged that he or she executed it.

NOTARY PUBLIC

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ATTACHMENT 4

October 24, 2013

Mark Christensen
City Manager
City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, UT 84045

RE: Paul Johnson's 657 Pre-paid Culinary Water Connections

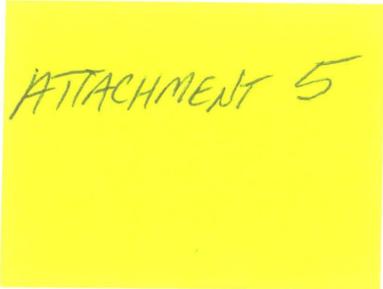
Dear Mr. Chistensen:

Lake Mountain Mutual Water Company, LLC (LMMWC) acknowledges that it has been paid in full for the 657 culinary water connections identified as "2nds" on the attached schedule and that LMMWC has no claim to further payment on these connections.

We are aware that Paul Johnson's company purchased these 657 "2nd" culinary water connections and used them for outdoor irrigation purposes for the identified lots until the secondary water system for Harvest Hills was completed. Once the irrigation system was completed, we acknowledge that these 657 "2nd" connections became available for re-sale by Mr. Johnson as prepaid primary connections in the culinary water system.

Sincerely,


Scott McLauchlan
President
Lake Mountain Mutual Water Company, LLC



WINDSOR DEVELOPMENT, LLC
Paul E. Johnson, Manager

June 14, 2005

Richard Allen
Via Fax: 801-407-8380

RE: Windsor Development's Extra Culinary Water Connection Sale

Dear Richard,

As you know, I have purchased 657 extra culinary water connections over the past few years, which connections have been used for Harvest Hills' irrigation needs. Now that our secondary water system is completed and in operation and the extra culinary connections are no longer needed for irrigation purposes, I desire to sell the extra culinary connections for the same price as Lake Mountain or the City are selling them for, presently \$3,000 each.

I have made arrangements with builders in Harvest Hills to purchase these extra culinary connections from me by delivering to the city a check for \$3,000 made out to Windsor Development each time the builder purchases a building permit. I propose that the building department record the delivery of these checks on the form I provided to Angela yesterday. I will stop by the building department every week or two and sign for the checks as I pick them up.

I hereby release the city from liability regarding the collection of these checks or their safe keeping so long as the city exercises reasonable care in collecting and safeguarding them.

I have attached an exhibit from Lake Mountain Mutual Water Company's book keepers identifying the lots for which I have purchased extra connections and the total number purchased.

Thank you very much for assisting me with the sale of my extra connections. I appreciate it very much.

Sincerely,

Paul Johnson

Attachment 6

RICHARD G. ALLEN
ATTORNEY AT LAW
2975 West Executive Parkway #509
Lehi, Utah 84043

Thanksgiving Dinner

Telephone: (801) 766-1580
Facsimile: (801) 407-8380

Email: rallen@lawyer.com

June 15, 2007

Paul Johnson
Windsor Development Company
99 East State Street, Suite 200
Eagle, Idaho 83616

Re: Water Rights for Recording Saratoga Chase at Harvest Hills

Dear Paul:

This letter is to set out the agreement between Windsor Development Company and the City of Saratoga Springs regarding water rights required for recording the plat for Saratoga Chase, a multifamily project that is part of Harvest Hills. 47.976 acre feet of water rights are required to record the Saratoga Chase Plat. Windsor has a remaining water right credit of 2.256 acre feet so 45.72 additional acre feet are required to record that plat. You own or have the rights to Water Rights Nos. 54-1203 and 54-1204, each of which covers 62.92 acre feet of water. Water Right No. 54-1204 has already been conveyed to the City.

The above water rights have been approved for irrigation and domestic use for Harvest Hills but the points of diversion are water wells that have not been conveyed to the City. However, the approved points of diversion are in close proximity to some City wells. Change applications have been filed for the above water rights changing the use to municipal and the points of diversions to City owned wells. The change applications have not been protested and the protest period has expired so it is expected that the change applications should be approved as the Division of Water Rights is able to review and act on them.

Even though it appears quite certain that the above change applications should be approved in the reasonably near future, there is always a possibility that the change applications won't be approved. This agreement between the City and Windsor is to allow Water Right 54-1204 to be used to meet the water right requirements for Saratoga Chase even though the required change application has not been approved. It provides for remedies if the change application for Water Right 54-1204 is not approved as expected.

If the change application for Water Right 54-1204 is not approved within six months of the Saratoga Chase Plat being recorded, the City may, at its option, require Windsor to purchase other water rights approved for use in the City from City owned sources at the standard rate being charged for such water rights at that time. Windsor agrees that its obligation to purchase said water rights shall be secured by any amounts that the City may owe to Windsor or Paul

*Approved
02/01/2010
See attached*

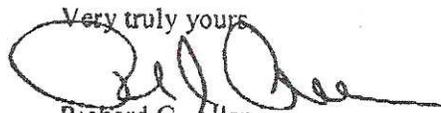
Paul Johnson
June 15, 2007
Page 2

wrong should be 657

Johnson for utility reimbursements or other matters. That obligation is also secured by Windsor's rights to 607 culinary connections that Windsor purchased to provide secondary water to Harvest Hills developments before the secondary system for Harvest Hills was completed. In the event the City requires Windsor to purchase water rights to cover Saratoga Chase because the change application has not been approved and Windsor does not pay for such water rights within 30 days from notice that it is required to purchase the water rights, the City may retain any amounts thereafter owed to Windsor and/or Paul Johnson up to the purchase price of said water rights. In the alternative, the City may elect to retain the rights to enough of the above referenced culinary connections owned by Windsor to cover all or a portion of the purchase price of the required water rights. Upon the City giving notice that it is electing to retain the culinary connections, the City shall be deemed to be the owner of the culinary connections equal to the purchase price at \$3,000 per culinary connection.

In the event the change applications are approved after Windsor is required to purchase water rights for Saratoga Chase, Windsor shall have the right to use said water rights for its own development in the City or it may sell the water rights to the City for the prevailing rate being paid by the City for water rights at that time. In the event the City does not purchase the water rights, Windsor may sell the water rights to anyone who can use the water rights for development in the City.

If you agree that the above letter correctly sets out the agreement between the City and Windsor as to the above matters, please indicate your agreement by signing in the space provided below.

Very truly yours

Richard G. Allen

Agreed and accepted by
Windsor Development Company *llc.*

By 

Dated: 6/20/07

RESOLUTION NO. R16-59 (10-18-16)

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS,
UTAH, APPROVING THE ASSIGNMENT AGREEMENT
FOR CULINARY WATER CONNECTIONS**

WHEREAS, Paul Johnson, as the successor-in-interest to Windsor Development, presently owns and desires to sell 857 culinary water connection credits in the City's culinary water system (the "Connection Credits"); and

WHEREAS, the developers of the Wildflower Planned Community are interested in purchasing from Johnson the Connection Credits for use in their community or within ¼ of their community, and Johnson desires to sell the Connection Credits; and

WHEREAS, it is advantageous for the City to know approximately where and when the Connection Credits will be put to use; and

WHEREAS, the City is willing to allow Johnson's sale of the Connection Credits for use on and near the Wildflower Planned Community by entering into the Assignment Agreement for Culinary Water Connection Credits, which is attached as Exhibit A; and

WHEREAS, the City Council has determined that the Assignment Agreement for Culinary Water Connection Credits is in the benefit of the public interest and complies with all applicable laws.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the Option and Purchase Agreement attached as Exhibit A is approved and the Mayor is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this ____ day of _____, 2016

City of Saratoga Springs

Mayor

Attest:

City Recorder's Office

EXHIBIT A

Assignment Agreement for Culinary Water Connections