



## **AGENDA – City Council Meeting**

Mayor Jim Miller

Mayor Pro Tempore Michael McOmber

Council Member Christopher Carn

Council Member Ryan Poduska

Council Member Chris Porter

Council Member Stephen Willden

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### **CITY OF SARATOGA SPRINGS**

**Tuesday, March 21, 2023, 6:00 pm**

City of Saratoga Springs Council Chambers

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

#### **POLICY MEETING**

1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.
5. Presentation: Point of the Mountain Chamber of Commerce – Mayor’s Business of the Year Award to R&R Tactical.
6. Presentation: Recognition to Bryce McConkie for His Service on the Planning Commission.
7. Public Input – This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed on this agenda.

#### **REPORTS:**

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Public Works/Engineering, Community Development.

#### **PUBLIC HEARINGS:**

*The Council will accept public comment and may approve the following items:*

1. FY 22-23 Proposed Budget Amendments; Resolution 23-10 (3-21-23).

#### **CONSENT ITEMS:**

*For the following matters, the Council may approve these items without discussion or public comment and may remove an item to the Business Items for discussion and consideration.*

1. Saratoga Commons Subdivision Reimbursement Agreement; Resolution R23-11 (3-21-23).
2. Northshore Phase 4 Part 2: Northshore Plat C-4, Northshore Plat D-4 Reimbursement Agreement; Resolution R23-12 (3-21-23).
3. Interlocal Cooperation Agreement with Utah County for 2023 Election Services; Resolution R23-13 (3-21-23).
4. City Council Meeting Minutes: February 21, 2023.

#### **BUSINESS ITEMS:**

*The Council will discuss (without public comment) and may approve the following items:*

1. FY 23-24 Budget Request Summary Review.
2. Brixton Park Plat B Preliminary Plat/Final Plat, Julie Smith Applicant, 1400 South 800 West.

**WORK SESSION:**

1. Discussion of Sign Code Applications in the City, City-Initiated, City-Wide.
2. Saratoga Springs Cemetery Plan Review.

**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**

Date Posted: March 15, 2023

Cindy LoPiccolo, MMC, City Recorder  
City of Saratoga Springs, State of Utah

Meetings are streamed live at <https://www.youtube.com/c/CityofSaratogaSprings>  
Questions and comments to staff and/or Council may be submitted to  
[comments@saratogaspringscity.com](mailto:comments@saratogaspringscity.com)

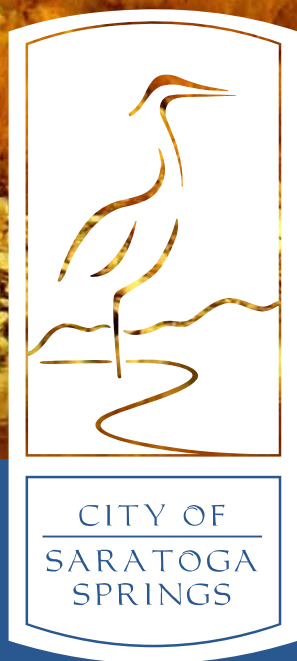
In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801.766.9793 at least two days prior to the meeting.

One or more council members may participate by electronic telecommunication means such as phone, internet, etc. so that they may participate in and be counted as present for all meeting purposes, including the determination that a quorum is present.

Supporting materials are available for inspection on the Saratoga Springs City website at [www.saratogaspringscity.com](http://www.saratogaspringscity.com).

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





# Public Works 2023 Q1 Update





# Electrical Division

## Recent Accomplishments

- Installed master reset wiring in sites, and Volt Alert safety lights and safe test points
- Wrote and installed new program for wells 1 to run on pressurized irrigation set points instead of drinking water set points
- Constructed new dedicated 'low boy' trailer for man lift
- Improvements to HMI (SCADA) master at office including web based control and new server with virtual machines is  $\frac{3}{4}$  complete
- Re-terminated sewer wells after rehab work completed by pump vendor
- Installed new conduit and sounder tube/enclosure for sensor relocation at Pond 1
- Installed new LED down light wall packs at most wells to new standard

## Upcoming Goals

- Replace NW traffic signal at Commerce X Crossroads due to traffic damage
- Oversee fiber conduit investigation project
- Connect radio system repeater with high speed Microwave system to shop
- Perform PM vibration and thermography
- Attend ARC Flash Safety class with all electrical personnel
- Install new LED heads and administer painting of old poles



**City Works (Dec-Feb)**  
**Work Orders – 76**  
**Service Requests – 28**



# Water Division

## Fixed Network Meter Read System

- Identifying M-5000 Meters
- New Meter Installs – 524 meter installed since Dec 1st
- Auditing Allotment on HOA meters – on-going
- Implementation of new Water Shortage allocation rates

## Water Projects

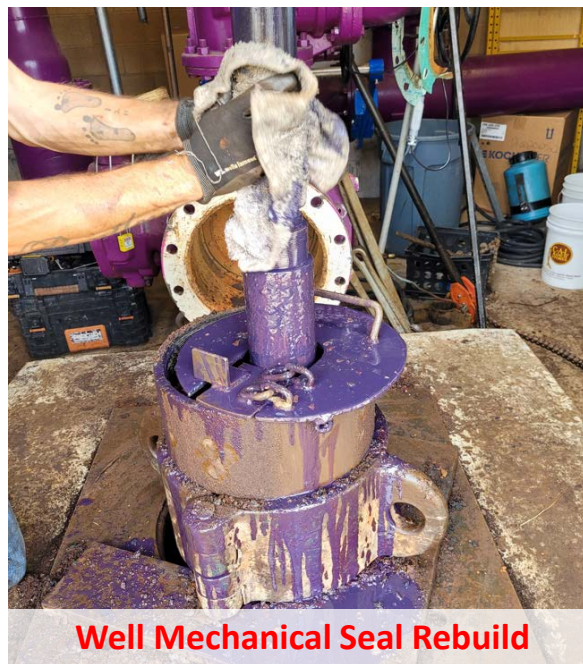
- Dealing Frozen meters
- Filter cleaning
- Culinary well #4 rehab
- Identifying and geocode mass dwelling units meter/ERT info in city maps
- Inventory issues with Badger/Itron by not installing irrigation ERT will install in March
- Auditing Allotment on HOA meters on going

## Upcoming

- Hire and Train 4 new Employees
- Bid A/C unit for booster 5
- PRV replacement at harbor park way
- Replace six mechanical seals
- Marina filter repair (Amiad)
- Gear up for irrigation start up and pond cleaning
- RPZ/PRV rebuilds
- Inventory management
- Well two rehab
- Canal maintenance/burning

## City Works (Dec-Feb)

- Work Orders – 689 (674 drinking water, 15 secondary)
- Service Requests – 73 (71 drinking water, 2 secondary)
- Blue Stake Requests – 2,668
- Keeping up with New Meter Installs – 438 New Meter Install WOs







# Sewer Division

## Recent Sewer Projects

- Ongoing maintenance on lift stations
- Pulled and cleaned Bacteria drums
- Trained employees on advanced sewer responsibilities
- Built support for air scrubber pipe at lift 7
- Plowed and salted as needed
- TSSD work orders in City Works

## Sewer Goals in the next few months

- Maintenance on generators and bypass pumps
- Work on cleaning oil water separators
- Lift Station Maintenance
- Train new employees
- Train New Supervisor
- Manhole lining

## City Works (Dec-Feb)

- Work Orders – 95
- Service Requests – 2



Redwood Rd Sewer



System Cleaning & Maintenance



# Storm Water Division

## Recent Stormwater Projects

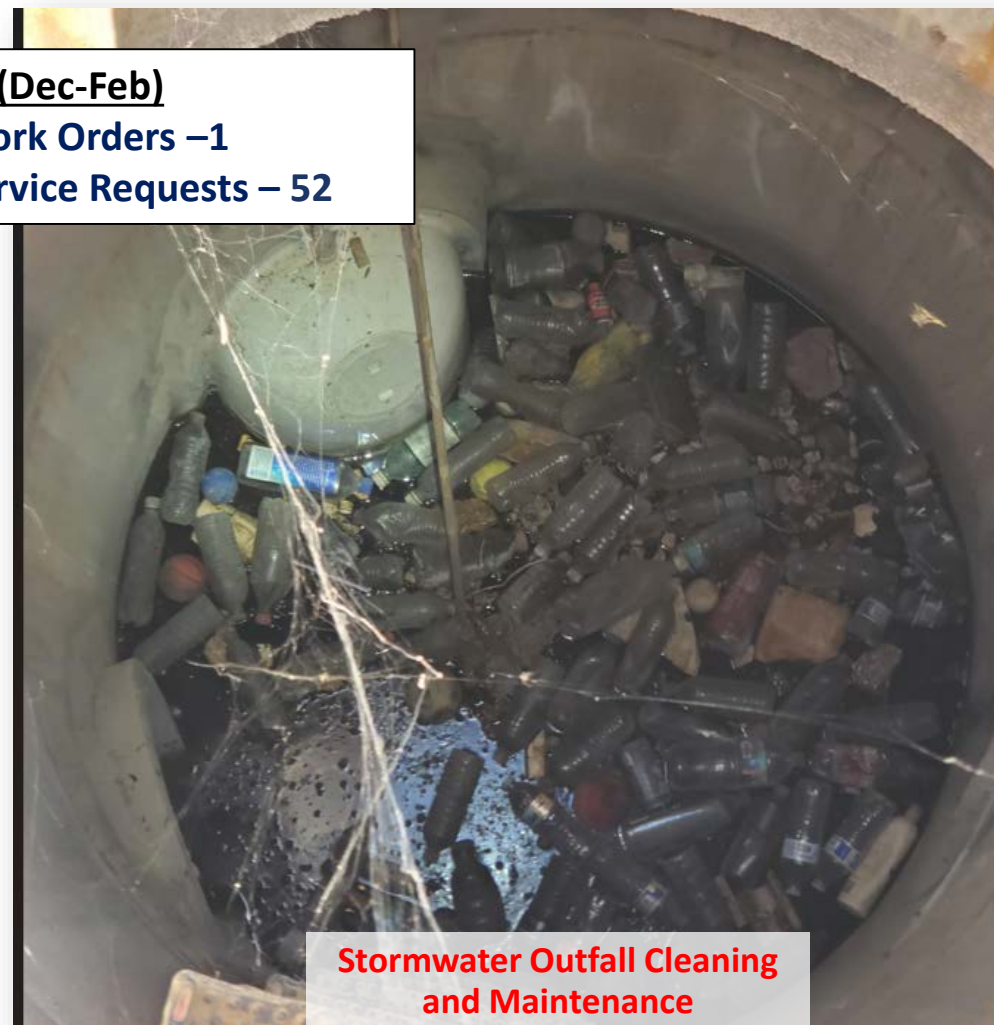
- Elementary school presentation at Utah Lake on October 11.
- 100% current on NOI, NOT, and construction inspections; over 500 storm water inspections performed in the past 4 months.
- 100% current on internal facility inspections.
- 111 active N.O.I.'s
- Outfall inspection dashboard now active; migration from Utilisync to Cityworks is complete.
- LTSWMP and SWPPP reviews now done by the Storm water division.
- \$640,000 grant approved from the Utah Lake Preservation fund (ARPA funds) to aid in the South Marina Storm Water Improvement Project.

## Stormwater Goals in the next few months

- Continue performing LTSWMP Audits and honing our audit process.
- Updates to Storm Water Management Plan SOP's with formal internal training.
- Continue with on-going City facility inspections.
- Coordinate RSI staff renewals.

## City Works (Dec-Feb)

- **Work Orders –1**
- **Service Requests – 52**



**Stormwater Outfall Cleaning  
and Maintenance**





# Parks Division

## Recent Accomplishments

- Two wire install at Grasslands Park.
- Pre-Emergent application
- Shay Park main line drain install
- Playground replacements, climbers various parks
- Patriot Park freeze breaks, and install of heat trace.
- Soil sample tests
- Pressure washer and TP installs at Patriot Park.
- City Hall Shrub beds, (Still waiting on plant material)

## Upcoming Projects

- Irrigation start ups
- Fertilizer program
- Playground mulch in all playgrounds
- Laser grade all PP infields
- Opening up Mount Saratoga
- New Seasonal Hires
- Shay park lower field restoration



Sunrise Meadows Bike Park Pavilion

## City Works (Dec-Feb)

Work Orders – 188  
Service Requests - 1



Patriot Park Infield Repairs



# Streets Division

## Recent Projects

- Asphalt temporary patching (cold patch/temporary)
- Manhole collar temp patches
- Patching inventory created for spring/summer work.
- Extensive snow removal
- Pothole and shoulder maintenance as needed.
- Sign installations as required by Engineering
- Bridge and shoulder repair on Fairfield Rd. complete.
- Christmas tree disposal program complete.

## Upcoming Projects

- Spring Sweeper Program (April/May)
- Cassi Way ditch maintenance improvements
- Reconstruct inlet at 1200 N Foothill Blvd catch basin
- Complete 'No left turn' RRFB installed on Foothill and 400 N.
- Complete Sagehill Dr. improvements in anticipation of opening
- Bid and begin 2023 Roadway Maintenance Projects.
- Sand bag volunteer program.
- Spring dumpster program with Republic Services.

## City Works (Dec-Feb)

- **Work Orders – 27**
- **Service Requests - 16**



**School Zone Crossing Signs**



**Shop Striping**





# Public Improvements Division

## City Works (Dec-Feb)

- **Encroachment permits – 35**
- **Driveway Approach permits - 2**

## Development Projects

- Pony Express Extension (near complete; waiting for street lights and weather-related punchlist items)
- Lake Mt/Loose Canyon Pond and Detention Basin
- Redwood Road Trails Phase 2 (near complete; weather-related punchlist items)
- Foothill Blvd Extension
- North Marina dredging
- South Marina Jetty
- Mt Saratoga Water Tank

## Upcoming Projects

- Sunrise Meadows Bike Park
- Redwood Rd Trails, Ph1
- North Shore Lift Station
- Pond and booster, #9
- Well 1 Secondary Conversion
- Sewer – Grandview to Ring Road
- South Marina Parking Lot Expansion and Landscaping
- North Redwood Road Trail – UDOT
- Patriot Park Phase 3 Design







# Fleet Division

## Recently Completed Fleet Projects

- City Vehicle Lubrication / Oil and Filter Change – Automated Scheduling
- Emergency Water and Sewer Lift Pump Generators – Automated Scheduling
- OEM Vehicle Factory Recall Notice Completion for City Vehicles is of Concern
  - GM/Chevrolet: Qty. (1) Vehicle Recall Notice
  - Ford Motor Company: Qty. (45) Vehicle Recall Notices
  - International/Navistar: Qty. (1) Vehicle Recall Notice
  - Rosenbauer Motors: Qty. (1) Vehicle Recall Notice
  - Chrysler Dodge: Qty. (0) Vehicle Recall Notice
  - Total OEM Recalls: Qty. (48) Recall Notices
- Public Works Master Site Plan Project is Developing
- Fleet Vehicle Registration and Emissions Inspection Renewals – Automated Scheduling
- Fleet Vehicle & Equipment Proposed 10-Year Replacement Schedule

## 'Future' Fleet Projects on the Horizon

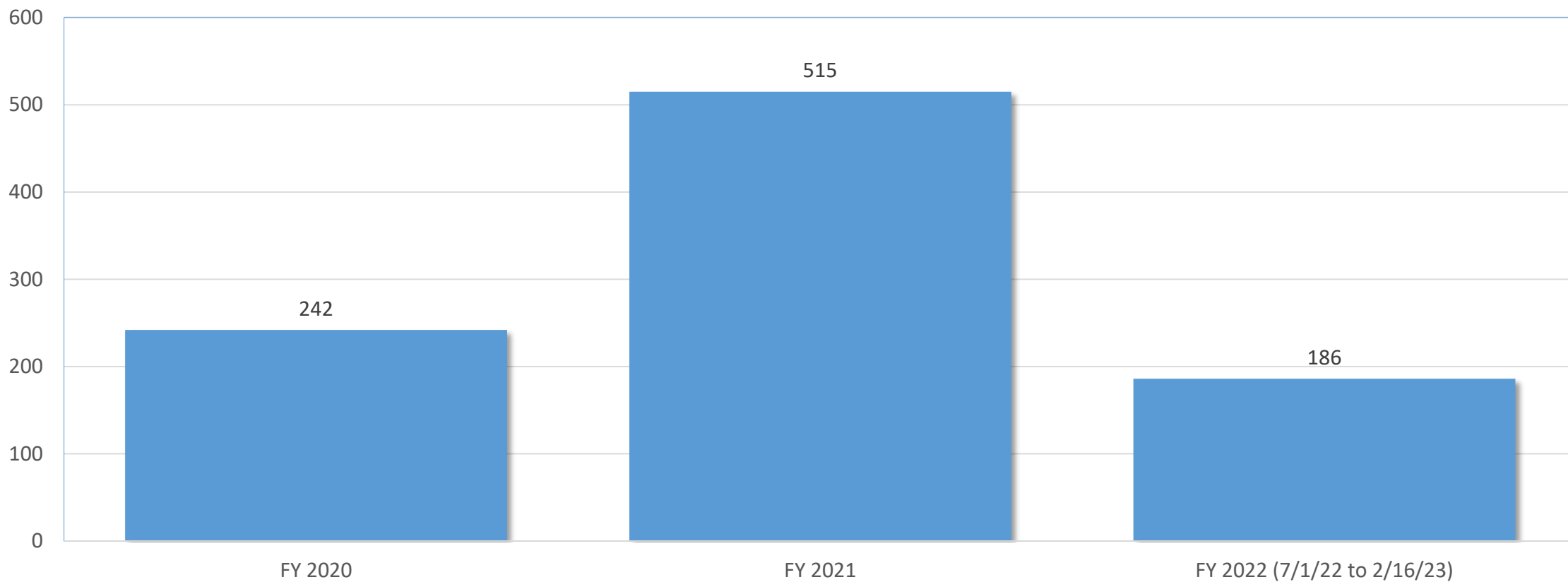
- FY2022-23 Approved Vehicle / Equipment Replacement Purchases – (as Assets become available to purchase from Local Vendors).
- Completion of the Proposed 10-Year Fleet Vehicle / Equipment Replacement Schedule
- Coordinate and Develop the new PW CDL Driver License Training Program with other PW Managers
- PW Master Site Plan Development with the CRSA Architectural Firm Team and the PW Managers Team
- Vehicle Tire Replacement Approval and Replacement Project

OEM Factory Recall Notices Completed						Outstanding	Completed
	Ford	Chevy	Dodge	International	Other	Not Compelled	Totals
July-21	3	-	-	-	-	-	3
August-21	5	1	-	-	-	-	6
September-21	6	2	-	-	-	-	8
October-21	1	-	-	-	-	-	1
November-21	7	-	-	-	-	-	7
December-21	7	-	-	-	-	-	7
January-22	4	-	4	-	-	-	8
February-22	2	-	1	-	-	-	3
March-22	14	-	1	-	-	-	15
April-22	12	-	-	-	2	-	14
May-22	9	-	-	3	-	-	12
June-22	9	-	-	-	-	24	9
Grand Totals	79	3	6	3	2	24	93
						Waiting for Factory Parts	



# Engineering Department

## Workload (Reviews of Concept, Prelim, Final, Prelim/Final, Site, & Permits)





# Engineering Division

## 2022-23 Performance Measures

Measure	7/1/22 to 10/16/23 FY 2022 Actual/Target	FY 2021 Actual/Target	FY 2020 Actual/Target	FY 2019 Actual/Target	FY 2018 Actual/Target
Reviews completed on time	51%/90% (exceeds target by avg. 0.9 work days)	50%/90% (exceeds target by avg. 2.9 calendar days)	79%/90%	80%/90%	81%/95%
Average Review Time (calendar days)	17/14	16.9/14	14.0/14	New Performance Measure	
# of Applications	141	244	171	166	179
# of Reviews	207	515	242	New Performance Measure	
New Comments after First Review	Old Performance Measure	Old Performance Measure	18	1	NA
Employees with PE License	80%/75%	80%/75%	100%/75%	75%/75%	
# Traffic Studies Completed	9/10	20/10	4/5	5/5	14/5

New System Implemented with increased accuracy of tracking Review Completion Dates



# Engineering Goals

## Project Goals for 2022

- Update the Transportation CFP/IFFP/IFA - Complete
- Update the Sewer Drain CFP/IFFP/IFA - Complete
- Oversee the Design of the Foothill Blvd Extension Project from Pony Express Pkwy to Lariat Blvd – Complete
- Begin the design and ROW acquisition for Pony Express from the Jordan River to Northshore – 70% Complete

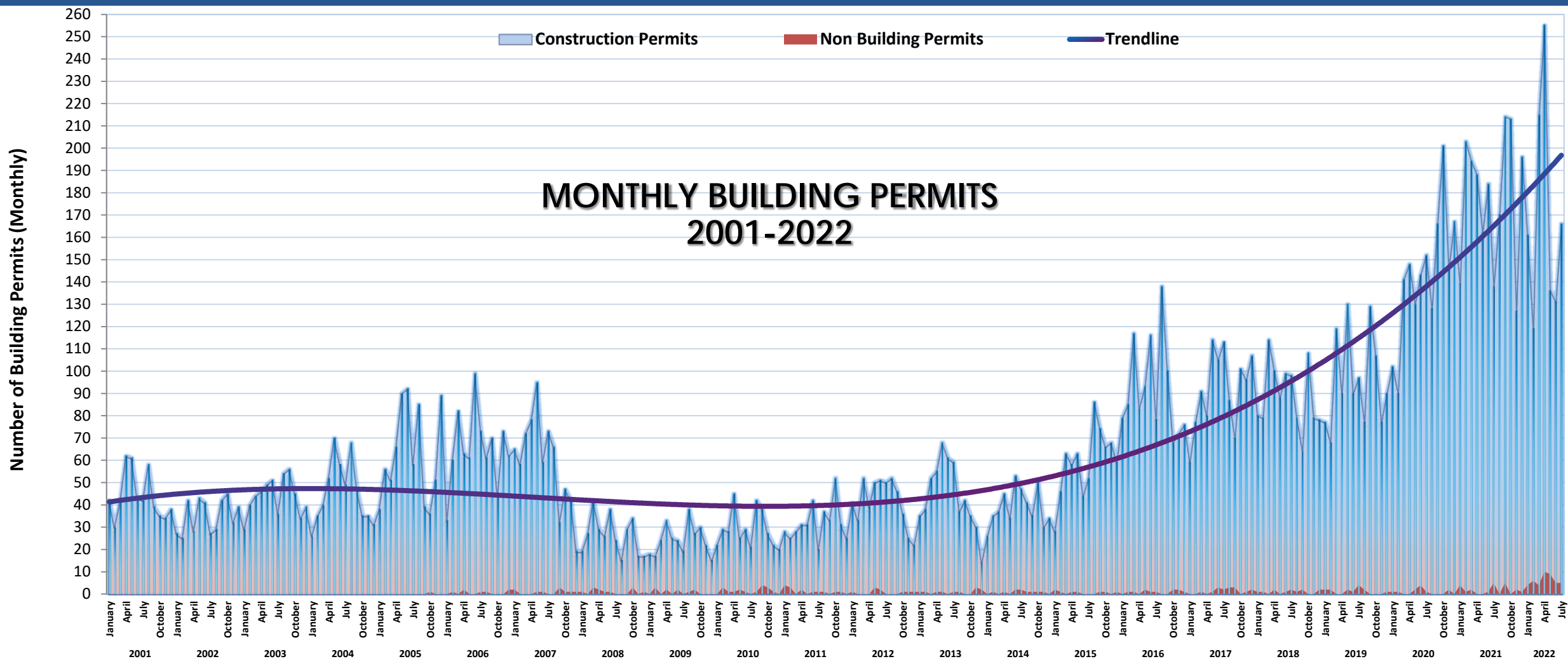




# Community Development Department City Council Quarterly Report March 7, 2023



# Building Division



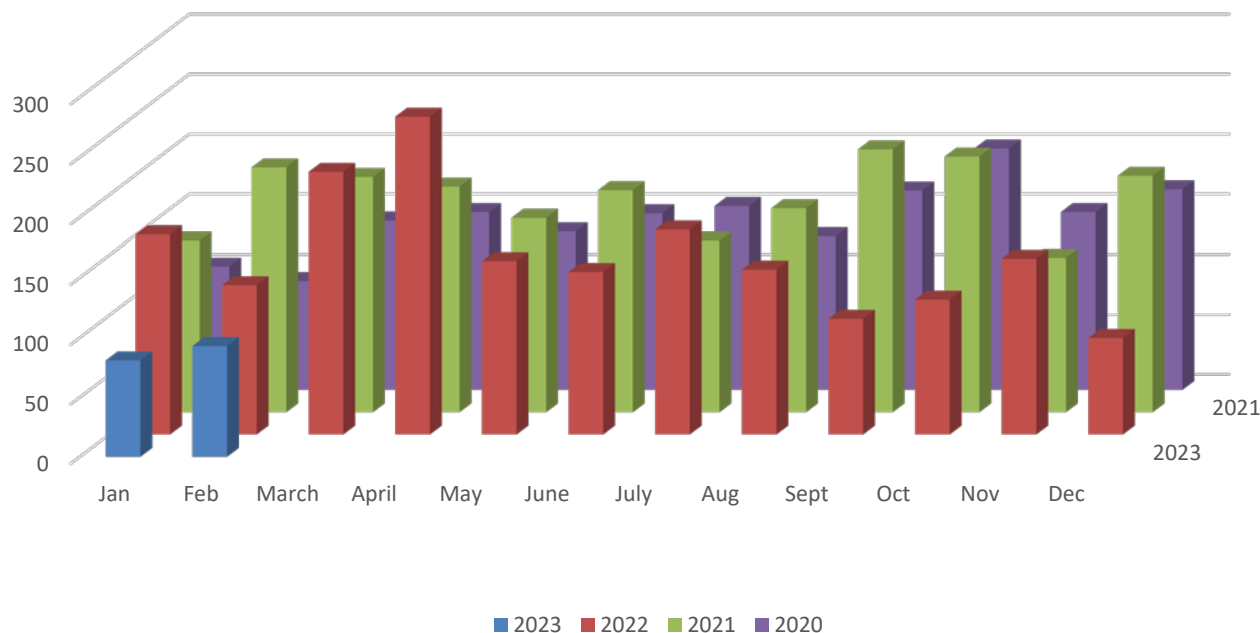


# Building Division

## Permits Issued 2020-2023

- Total Building Permit Numbers 2022
  - The number of permits issued in each month of 2021 and 2022 have been the highest for each corresponding month since before 2007
  - Permit applications and permits issued during the coronavirus pandemic continued to increase at accelerated rates.
  - We are running at about a level that looks to be consistent with last years average of last year which was 150 % of the avg. of the previous 4 years.
  - Building Department completed the switch to a complete paperless application and permitting at the beginning of the pandemic and it is working out real well for us and the contractors.

Building Permits 2020-2323







# Building Division

## Inspections Per Month 2020-2023

- The International Code Council recommends that an inspector be assigned between 10-15 inspection per 10 hr. work day in order to maintain a high quality of inspection quality.
- So far in 2022 we are averaging around 25 inspections per day per inspector
- We are currently have a full staff of building inspectors with our inspectors making great progress in their levels of certification to be able to inspect all residential and most levels of commercial construction.







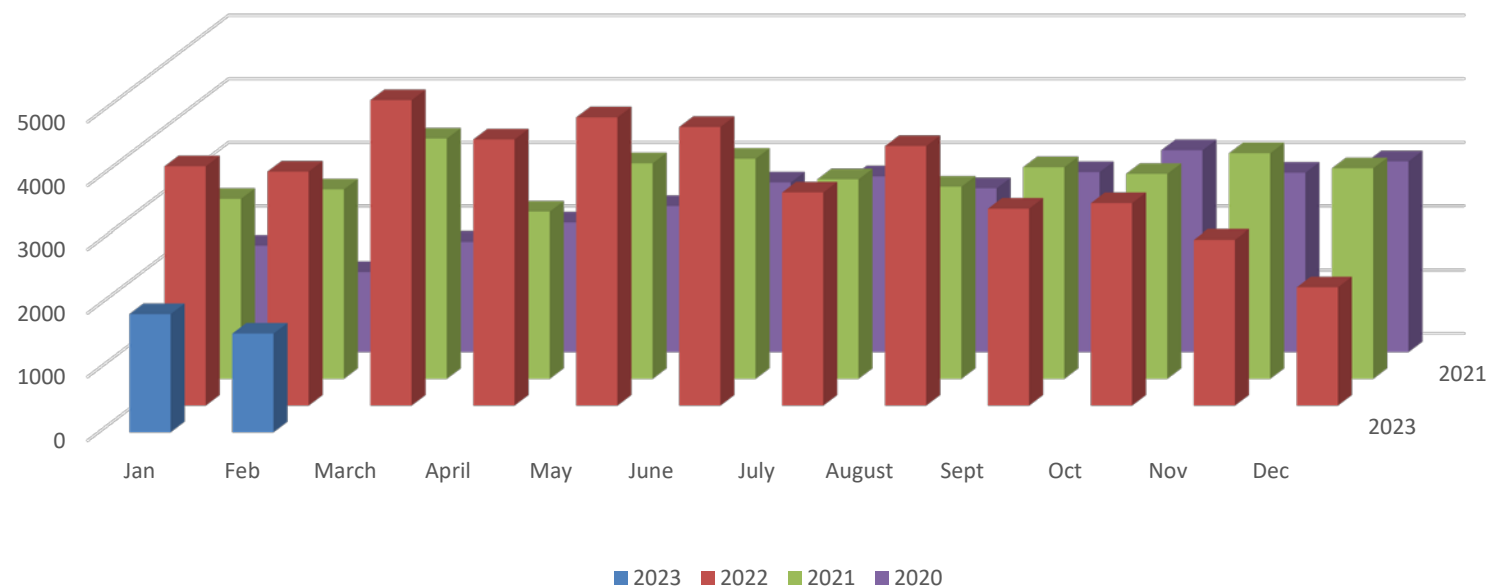
# Building Division

## Residential Units Issued 2020-2023

**RESIDENTIAL UNITS IN  
2020, 2021 & 2022  
CONTINUE AT RECORD  
HIGH RATES**

**APRIL 2021 NUMBER  
INCLUDE THE PERMITS  
ISSUED FOR THE  
ASCEND APARTMENTS**

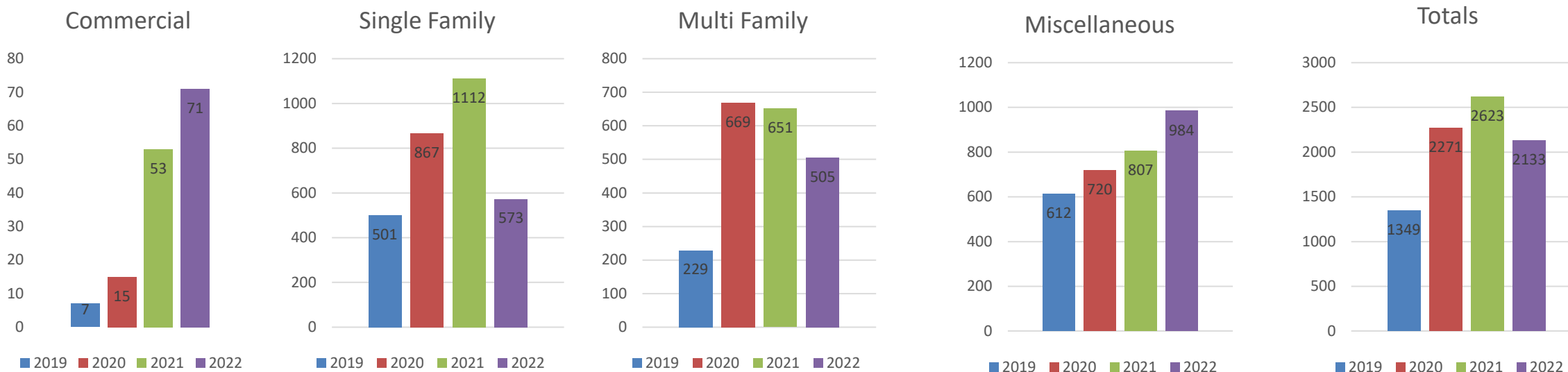
Inspections 2020-2023





# Building Division

## 4-Year Comparison Increase/Decrease in Building Permits Issued



**23% decrease under 2021**

**37% increase over 2019**



# Planning Division

## 2023 First Quarter Highlights

### Approved by City Council:

- Car wash spacing from residential Jan 3<sup>rd</sup>
- Site Plan approval process updates Jan 3<sup>rd</sup>
- Gateway overlay locations Feb 7<sup>th</sup>
- Gateway overlay additional standards Feb 7<sup>th</sup>
- Tobacco definitions Feb 7<sup>th</sup>
- Parking standards pending ordinance Feb 21<sup>st</sup>
- **Being Drafted by Staff:**
  - Mixed Waterfront Design Standards,
    - RFQ for an architect to assist
  - Light Industrial Zone
  - Waterwise Landscaping, additional standards
  - Neon sign standards

### Rezones:

- Riverwalk DA finalized

### General Plan

- Moderate Income Housing Goals and Timelines Jan 3<sup>rd</sup>

### Annexations:

- Western properties – in process

### Residential:

#### • **Plats Recorded:**

- Northshore A-7, B-7, C-7
- Canton Ridge East Phase A
- Pelican Bay A Amendment

#### • **Projects Under Review:**

- The Viviano, 298 units
- Cliff Lake, 695 units
- Brixton Park B, 248 units
- North Cove, 45 units
- Wander Village 3, 842 units
- Wildflower Village 8, 278 units
- Northshore Phases 5, 6, 7, 8

### Commercial:

#### • **Plats Recorded:**

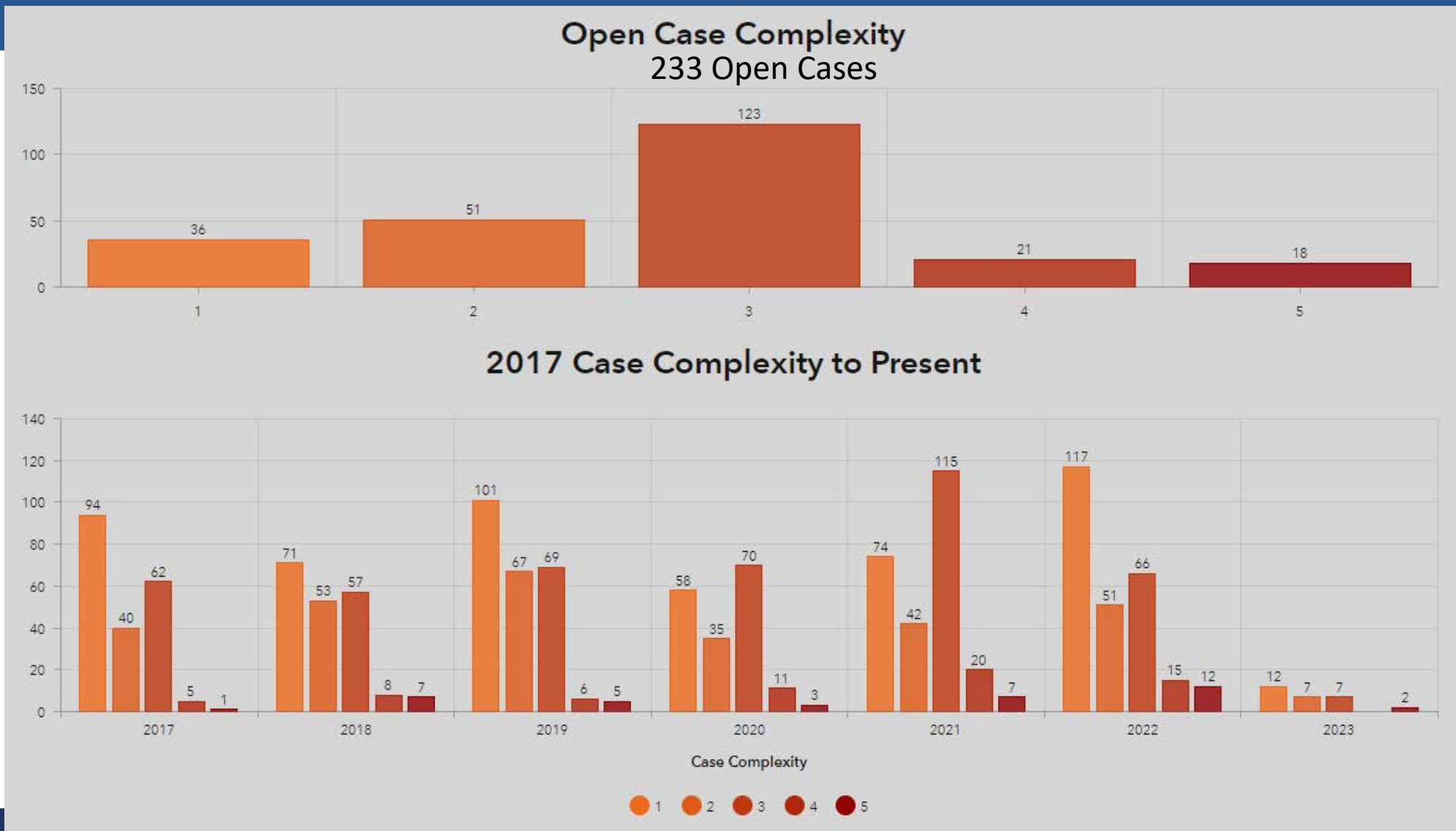
- Saratoga Springs Commercial Plat F
- Intermountain 1<sup>st</sup> Amendment

#### • **Projects Under Review:**

- Market Street Pad E – Village Baker
- Holiday Oil Ring Road
- Valvoline Oil Express
- SS Commercial Plat F lots 601, 610, 611 Site Plan
- Ace Hardware
- Saratoga Commons Flex Bldg
- Pet Suites Site Plan
- Tommy's Car Wash
- River's Edge East and West (commercial and residential)
- Saratoga Towne Center Retail C Site Plan
- Popeyes



# Planning Division Open Case Complexities

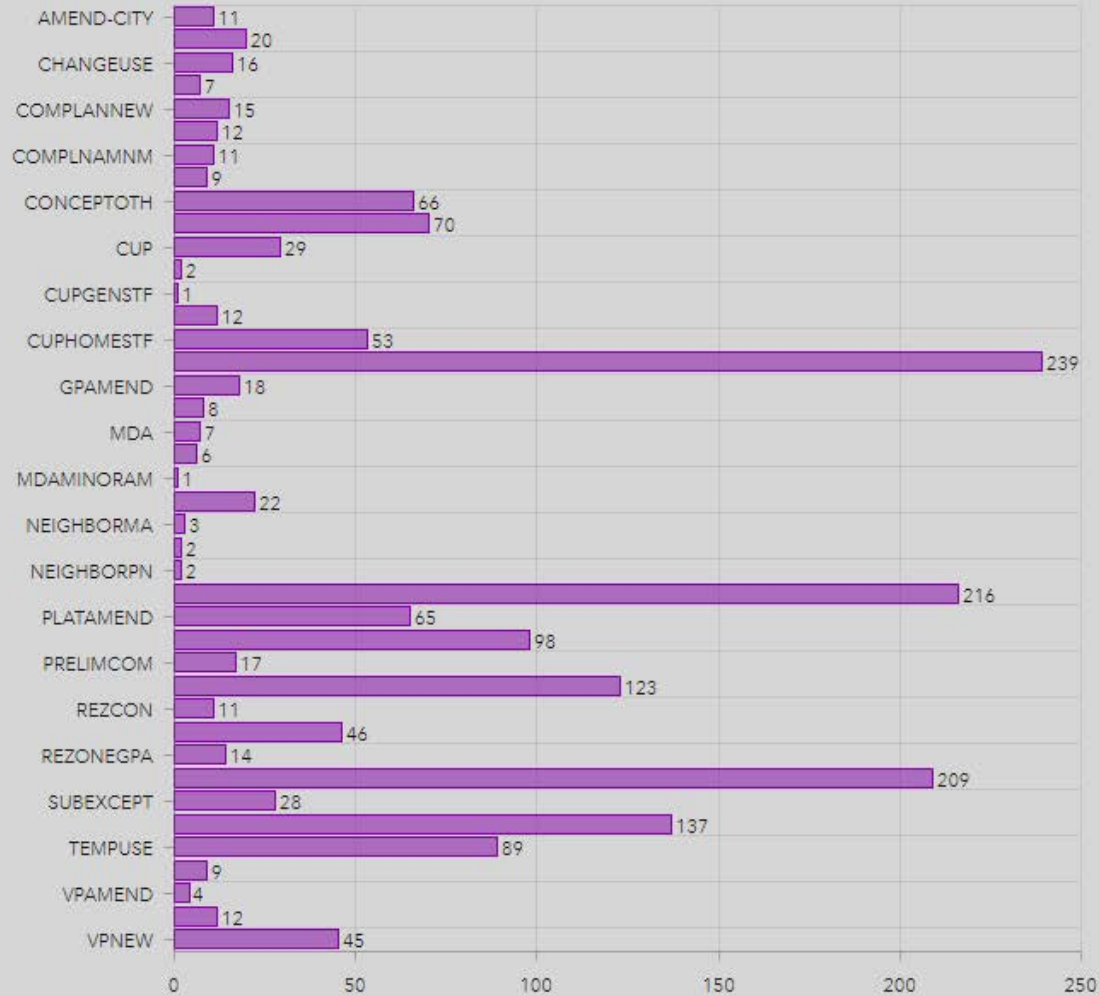




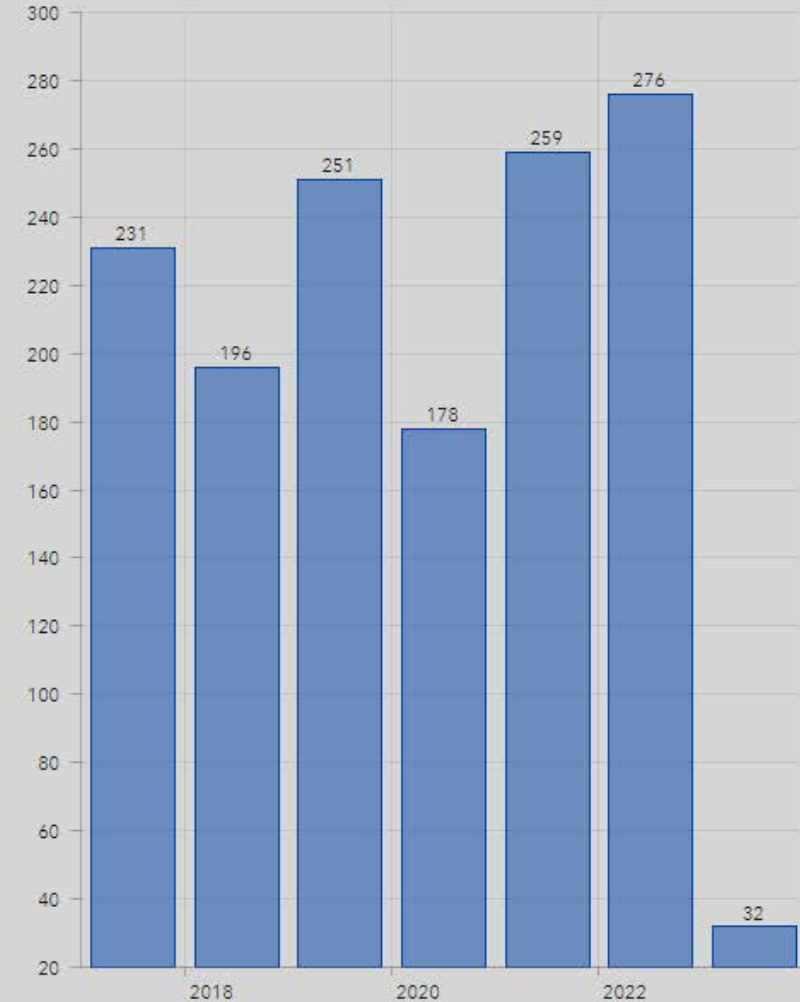
# Planning Division 32 New Applications in 2023

## All Planning Cases

Use Year filter, upper right.



# 1,423





# **BREAKFAST** *With Planners*

**March 16**  
**8:30 - 10 AM**

Talons Cove Clubhouse  
2220 S Talons Cove Drive

## **Discussions reviewing what's current in:**

- Land Use and Zoning
- Economic Development
- Building Permits and Projects





# Economic Development Division

## Key Goals

- Large Business Center/Downtown Plan
  - Create a downtown plan which includes a large business center
  - Space to include a mixed use of commercial, Office and residential spaces to support the open/gathering spaces
- Master Plan/DAP for SLR Development
  - Update the District area plan with SLR to follow the recent general plan update
  - Note: Project was delayed while coordinating with SLR. The project is back on track and will now proceed as quickly as possible.





# Economic Development Division

## Key Risk Indicators

Risks need to be weighed through the process as the plan develops

- Lack of support from property owner
  - Coordinate the scope of the project with all invested partners as we work through the process of the planning phase
  - Keep the scope of the project within budget
  - Note :We have recently received support from Property owner and have been having joint coordinated meetings to develop the plan.
- Timing
  - Class A office space demand is waning but as development comes it is expected for that to change

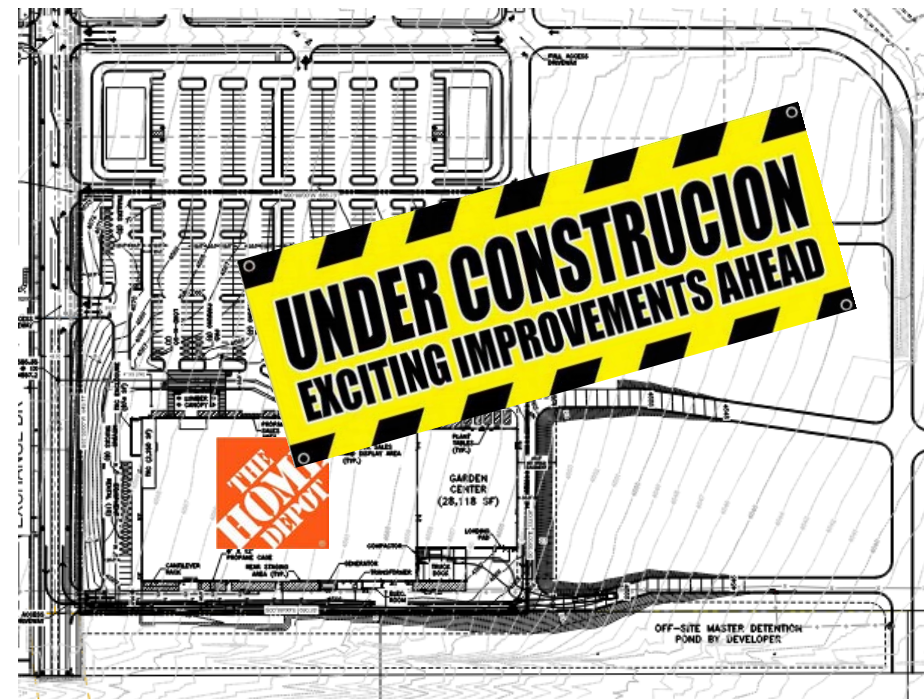






# Economic Development Division Accomplishments

- Downtown plan
  - RFP has been written, sent out and a contract winner selected.
  - RFP has been sent to SLR for review to confirm scope of project before we proceed
- Home Depot
  - We have been working with Home Depot with bi-weekly meetings to assure the process stays on track. We are nearly completed and we anticipate they will break ground next month.
  - **Grand opening anticipated September 21, 2023**



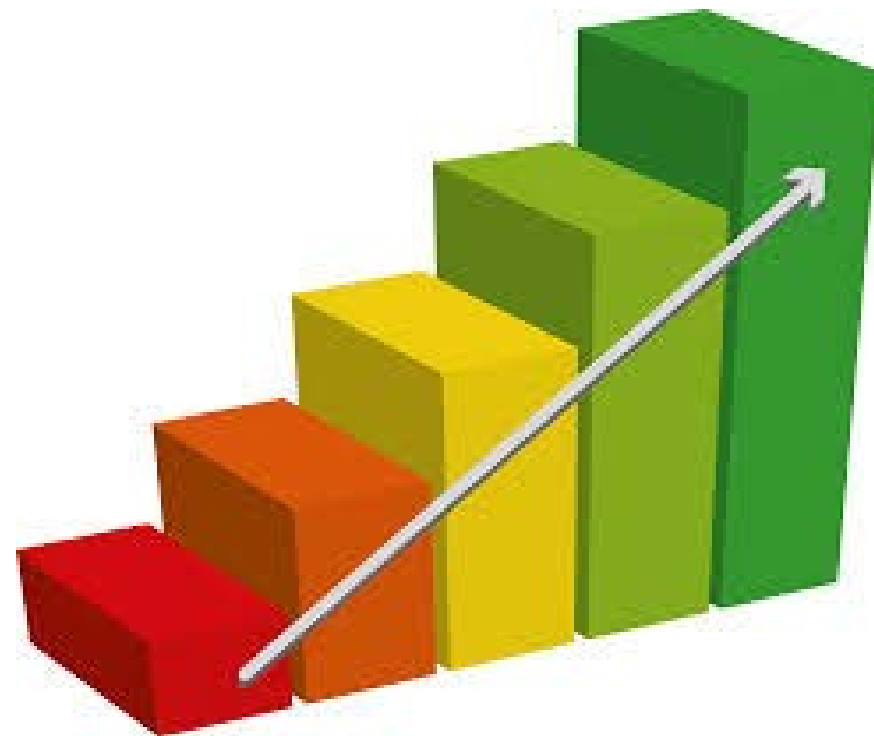


# Economic Development Division

## Key Performance Indicators

### Key Indicators

- Downtown Plan
  - The plan should be completed by early fall
- DAP needs be completed by SLR. We will continue to work with them through the General plan and Downtown plan process to a successful DAP update





## **City Council Staff Report**

**Author:** Spencer Quain, Budget Administrator  
**Subject:** Budget Amendment  
**Date:** March 21<sup>st</sup>, 2023  
**Type of Item:** Resolution

**Summary Recommendation:** Staff recommends approval of the following by resolution amending the budget for the fiscal year 2022-23.

### **Description**

#### **A. Topic**

This is the fourth budget amendment for the fiscal year 2022-2023.

#### **B. Background**

Attached is the detail of the requested budget amendments for this budget amendment.

#### **C. Analysis**

Additional budgeted expenditures are detailed in the attached spreadsheet.

**Recommendation:** Staff recommends approval of the resolution amending the budget for the fiscal year 2022-23.

2022-2023 Budget Amendment #4						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
<b>General Fund</b>						
Revenue						
10-3310-100	Intergovernmental Revenue	Grant Revenue	\$ 800,000	\$ 854,702	\$ 54,702	The City has received Grants from the State for Police, Fire and the Library.
10-3424-102	Charges for Services	Basement Permit Fee	\$ 112,014	\$ -	\$ (112,014)	No longer collecting. Defund.
10-3493-101	Charges for Services	Ambulance Service Revenue	\$ 449,464	\$ 650,000	\$ 200,536	Increase budget to better reflect actuals.
10-3490-110	Charges for Services	Donations-Fire Department	\$ -	\$ 2,680	\$ 2,680	The City has received donations to purchase 2 thermal imaging cameras
10-3610-100	Other Revenue	Interest Earnings	\$ 105,983	\$ 650,000	\$ 544,017	Increase budget to better reflect actuals.
10-3680-200	Other Revenue	Law Enforcement Fines/Citations	\$ 244,322	\$ 360,000	\$ 115,678	Increase budget to better reflect actuals.
10-3680-265	Other Revenue	Passport Revenue	\$ 40,000	\$ 70,000	\$ 30,000	Increase budget to better reflect actuals.
10-3680-266	Other Revenue	Passport Photo	\$ 20,000	\$ 30,000	\$ 10,000	Increase budget to better reflect actuals.
10-3680-268	Other Revenue	Passport Postage	\$ 2,000	\$ 3,200	\$ 1,200	Increase budget to better reflect actuals.
<b>Expenditures</b>						
<b>NEW GL</b>	<b>Non-Departmental</b>	<b>Liability Fund</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	Fund is intended to cover expenses not covered by insurance. Funded with Fund Balance.
10-4210-310	Police Department	Special Detail Services	\$ -	\$ 24,664	\$ 24,664	The City has received grants monies from the State.
10-4220-340	Fire Department	Safety Health & Wellness	\$ -	\$ 21,010	\$ 21,010	The City has received grants monies from the State.
10-4220-41	Fire Department	Fire Equipment/Supplies	\$ 39,093	\$ 41,773	\$ 2,680	The City has received donations to purchase 2 thermal imaging cameras
10-4450-110	Engineering Department	Salaries & Wages	\$ 368,181	\$ 394,063	\$ 25,882	New Engineer II position. Added to meet new State requirements. Funded with Fund Balance.
10-4450-130	Engineering Department	Employee Benefits	\$ 188,886	\$ 217,907	\$ 29,021	See above
10-4610-500	Library Department	Library Programs	\$ 10,300	\$ 11,050	\$ 750	The City has received a donation for a Robotics Class the Library offers.
10-4610-550	Library Department	Library Grant Expenditures	\$ -	\$ 8,278	\$ 8,278	The City has received grant monies from the State for Library Improvements.
<b>General Fund Total</b>					<b>\$ (734,514)</b>	
<b>Storm Drain Capital</b>						
<b>Projects Fund</b>						
<b>Expenditures</b>						
31-4000-706	Capital Projects	Developer Reimbursement	\$ 492,644	\$ 602,644	\$ 110,000	Funding to reimburse developers. Funded with Fund Balance.
31-4000-795	Capital Projects	Pony Express Extension	\$ 315,850	\$ -	\$ (315,850)	Project Done. Defund
<b>Storm Drain Projects Fund</b>						
<b>Total</b>					<b>\$ (205,850)</b>	
<b>Parks Capital Projects Fund</b>						
<b>Expenditures</b>						
32-4000-694	Capital Projects	Sports Complex	\$ 1,564	\$ 11,564	\$ 10,000	Funding to complete Phase 3 Concept Design of Patriot Park. Funded with Fund Balance.
32-4000-736	Capital Projects	Rec Center Feasibility Study	\$ 7,289	\$ -	\$ (7,289)	Defund. Project no longer happening.
32-4000-738	Capital Projects	North Redwood Trail	\$ 21,258	\$ 33,858	\$ 12,600	Grant Match. Funded with Fund Balance.
<b>Parks Capital Projects Fund</b>						
<b>Total</b>					<b>\$ 15,311</b>	

2022-2023 Budget Amendment #4						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
<b>Roads Capital Projects</b>						
<b>Fund</b>						
<b>Expenditures</b>						
33-4000-710	Capital Projects	Transportation Planning	\$ 48,123	\$ -	\$ (48,123)	Defund. Funding not needed for this year.
<b>Roads Capital Projects</b>						
<b>Fund Total</b>					\$ (48,123)	
<b>Public Safety Capital</b>						
<b>Projects Fund</b>						
<b>Expenditures</b>						
34-4000-600	Capital Projects	Public Safety Master Plans	\$ -	\$ 40,000	\$ 40,000	Funding for IFFP. Funded with Fund Balance.
34-4000-739	Capital Projects	Police Station Land Ac/Des/Con	\$ 13,822	\$ -	\$ (13,822)	Defund. Project Complete.
<b>Public Safety Capital</b>						
<b>Projects Funds Total</b>					\$ 26,178	
<b>General Capital Projects</b>						
<b>Fund</b>						
<b>Expenditures</b>						
35-4000-401	Capital Projects	Public Works Site	\$ 50,000	\$ -	\$ (50,000)	Defund. Combine with 402.
35-4000-402	Capital Projects	Public Works Building Expansion	\$ 146,384	\$ 196,384	\$ 50,000	See above.
35-4000-751	Capital Projects	Library Needs Analysis	\$ 10,000	\$ -	\$ (10,000)	Defund. Project no longer needed.
<b>General Capital Projects</b>						
<b>Fund Total</b>					\$ (10,000)	
<b>Culinary Water Capital</b>						
<b>Projects Fund</b>						
<b>Expenditures</b>						
56-4000-733	Capital Projects	Mt Saratoga Z1 Tank	\$ 54,991	\$ 870,491	\$ 815,500	Funding to purchase property for a future Zone 1 tank. Funded with Fund Balance.
<b>Culinary Water Capital</b>						
<b>Projects Fund Total</b>					\$ 815,500	
<b>Secondary Water Capital</b>						
<b>Projects Fund</b>						
<b>Expenditures</b>						
57-4000-706	Capital Projects	Developer Reimbursement	\$ 423,760	\$ 559,760	\$ 136,000	Funding to reimburse developers. Funded with Fund Balance.
<b>Secondary Water Capital</b>						
<b>Projects Fund Total</b>					\$ 136,000	
<b>Water Rights Fund</b>						
<b>Expenditures</b>						
58-5800-410	Water Rights Expenditures	Central Utah Water Right Purchases	\$ 977,650	\$ 3,000,650	\$ 2,023,000	Additional monies needed for water right purchases. Funded with Fund Balance.
<b>Water Rights Fund Total</b>					\$ 2,023,000	
<b>Total Funding Impact</b>					\$ 2,017,502	

**RESOLUTION NO. R23-10 (3-21-23)**

**A RESOLUTION AMENDING THE CITY OF  
SARATOGA SPRINGS BUDGET FOR  
FISCAL YEAR 2022-2023 AND  
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend the City's current 2022-2023 fiscal year budget;

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

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

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

1. The City of Saratoga Springs does hereby adopt the amended 2022-2023 fiscal year budget as set forth and attached hereto.

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

Passed on the 21<sup>st</sup> day of March, 2023.

CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION

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

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

2022-2023 Budget Amendment #4						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
<b>General Fund</b>						
Revenue						
10-3310-100	Intergovernmental Revenue	Grant Revenue	\$ 800,000	\$ 854,702	\$ 54,702	The City has received Grants from the State for Police, Fire and the Library.
10-3424-102	Charges for Services	Basement Permit Fee	\$ 112,014	\$ -	\$ (112,014)	No longer collecting. Defund.
10-3493-101	Charges for Services	Ambulance Service Revenue	\$ 449,464	\$ 650,000	\$ 200,536	Increase budget to better reflect actuals.
10-3490-110	Charges for Services	Donations-Fire Department	\$ -	\$ 2,680	\$ 2,680	The City has received donations to purchase 2 thermal imaging cameras
10-3610-100	Other Revenue	Interest Earnings	\$ 105,983	\$ 650,000	\$ 544,017	Increase budget to better reflect actuals.
10-3680-200	Other Revenue	Law Enforcement Fines/Citations	\$ 244,322	\$ 360,000	\$ 115,678	Increase budget to better reflect actuals.
10-3680-265	Other Revenue	Passport Revenue	\$ 40,000	\$ 70,000	\$ 30,000	Increase budget to better reflect actuals.
10-3680-266	Other Revenue	Passport Photo	\$ 20,000	\$ 30,000	\$ 10,000	Increase budget to better reflect actuals.
10-3680-268	Other Revenue	Passport Postage	\$ 2,000	\$ 3,200	\$ 1,200	Increase budget to better reflect actuals.
Expenditures						
NEW GL	Non-Departmental	Liability Fund	\$ -	\$ 10,000	\$ 10,000	Fund is intended to cover expenses not covered by insurance. Funded with Fund Balance.
10-4210-310	Police Department	Special Detail Services	\$ -	\$ 24,664	\$ 24,664	The City has received grants monies from the State.
10-4220-340	Fire Department	Safety Health & Wellness	\$ -	\$ 21,010	\$ 21,010	The City has received grants monies from the State.
10-4220-41	Fire Department	Fire Equipment/Supplies	\$ 39,093	\$ 41,773	\$ 2,680	The City has received donations to purchase 2 thermal imaging cameras
10-4450-110	Engineering Department	Salaries & Wages	\$ 368,181	\$ 394,063	\$ 25,882	New Engineer II position. Added to meet new State requirements. Funded with Fund Balance.
10-4450-130	Engineering Department	Employee Benefits	\$ 188,886	\$ 217,907	\$ 29,021	See above
10-4610-500	Library Department	Library Programs	\$ 10,300	\$ 11,050	\$ 750	The City has received a donation for a Robotics Class the Library offers.
10-4610-550	Library Department	Library Grant Expenditures	\$ -	\$ 8,278	\$ 8,278	The City has received grant monies from the State for Library Improvements.
<b>General Fund Total</b>					\$ (734,514)	
<b>Storm Drain Capital</b>						
<b>Projects Fund</b>						
Expenditures						
31-4000-706	Capital Projects	Developer Reimbursement	\$ 492,644	\$ 602,644	\$ 110,000	Funding to reimburse developers. Funded with Fund Balance.
31-4000-795	Capital Projects	Pony Express Extension	\$ 315,850	\$ -	\$ (315,850)	Project Done. Defund
<b>Storm Drain Projects Fund</b>						
<b>Total</b>					\$ (205,850)	
<b>Parks Capital Projects Fund</b>						
Expenditures						
32-4000-694	Capital Projects	Sports Complex	\$ 1,564	\$ 11,564	\$ 10,000	Funding to complete Phase 3 Concept Design of Patriot Park. Funded with Fund Balance.
32-4000-736	Capital Projects	Rec Center Feasibility Study	\$ 7,289	\$ -	\$ (7,289)	Defund. Project no longer happening.
32-4000-738	Capital Projects	North Redwood Trail	\$ 21,258	\$ 33,858	\$ 12,600	Grant Match. Funded with Fund Balance.
<b>Parks Capital Projects Fund</b>						
<b>Total</b>					\$ 15,311	

2022-2023 Budget Amendment #4						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
<u>Roads Capital Projects</u>						
<u>Fund</u>						
<u>Expenditures</u>						
33-4000-710	Capital Projects	Transportation Planning	\$ 48,123	\$ -	\$ (48,123)	Defund. Funding not needed for this year.
<u>Roads Capital Projects</u>						
<u>Fund Total</u>					\$ (48,123)	
<u>Public Safety Capital</u>						
<u>Projects Fund</u>						
<u>Expenditures</u>						
34-4000-600	Capital Projects	Public Safety Master Plans	\$ -	\$ 40,000	\$ 40,000	Funding for IFFP. Funded with Fund Balance.
34-4000-739	Capital Projects	Police Station Land Ac/Des/Con	\$ 13,822	\$ -	\$ (13,822)	Defund. Project Complete.
<u>Public Safety Capital</u>						
<u>Projects Funds Total</u>					\$ 26,178	
<u>General Capital Projects</u>						
<u>Fund</u>						
<u>Expenditures</u>						
35-4000-401	Capital Projects	Public Works Site	\$ 50,000	\$ -	\$ (50,000)	Defund. Combine with 402.
35-4000-402	Capital Projects	Public Works Building Expansion	\$ 146,384	\$ 196,384	\$ 50,000	See above.
35-4000-751	Capital Projects	Library Needs Analysis	\$ 10,000	\$ -	\$ (10,000)	Defund. Project no longer needed.
<u>General Capital Projects</u>						
<u>Fund Total</u>					\$ (10,000)	
<u>Culinary Water Capital</u>						
<u>Projects Fund</u>						
<u>Expenditures</u>						
56-4000-733	Capital Projects	Mt Saratoga Z1 Tank	\$ 54,991	\$ 870,491	\$ 815,500	Funding to purchase property for a future Zone 1 tank. Funded with Fund Balance.
<u>Culinary Water Capital</u>						
<u>Projects Fund Total</u>					\$ 815,500	
<u>Secondary Water Capital</u>						
<u>Projects Fund</u>						
<u>Expenditures</u>						
57-4000-706	Capital Projects	Developer Reimbursement	\$ 423,760	\$ 559,760	\$ 136,000	Funding to reimburse developers. Funded with Fund Balance.
<u>Secondary Water Capital</u>						
<u>Projects Fund Total</u>					\$ 136,000	
<u>Water Rights Fund</u>						
<u>Expenditures</u>						
58-5800-410	Water Rights Expenditures	Central Utah Water Right Purchases	\$ 977,650	\$ 3,000,650	\$ 2,023,000	Additional monies needed for water right purchases. Funded with Fund Balance.
<u>Water Rights Fund Total</u>					\$ 2,023,000	
Total Funding Impact					\$ 2,017,502	



# City Council Staff Report

**Author:** Scott Petrik, Staff Engineer

**Subject:** Reimbursement Agreement for Saratoga Commons Subdivision

**Date:** March 21, 2023

**Type of Item:** Legislative Action



1. **Summary:** The developer of the subject plat(s), Wright Development Group, LLC, a Utah LLC, will install City system improvements.
2. **Funding Sources:** Impact fee credits, impact fee funds and cash in a funded budget cycle.
  - A. Drinking Water: \$0
  - B. Secondary Water: \$0
  - C. Sewer: \$0
  - D. Storm Drain: \$0
  - E. Open Space (Trails): \$0
  - F. Transportation: \$79,450.00

3. **Review:**

The engineering plans were accepted for construction. The Engineering Department found the improvements listed in the reimbursement agreement to be consistent with the accepted engineering plans. The City Attorney found the agreement to be acceptable as to form.

4. **Alternatives:** The following alternative motions are available to the Council in consideration of the proposed reimbursement agreement:

**Adoption**

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with Wright Development Group, LLC, a Utah LLC, for system improvements being installed with the subject development."

**Alternative Motion with Modifications**

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with Wright Development Group, LLC, a Utah LLC, for system improvements being installed with the subject development, with the following modifications:"

A. \_\_\_\_\_

- B. \_\_\_\_\_
- C. \_\_\_\_\_

**Negative Motion**

"I move to deny the attached resolution for the City to enter into this reimbursement agreement."

**5. Attachments:**

- A. Proposed Reimbursement Agreement
- B. Proposed Resolution

## **REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Reimbursement Agreement and Release of All Claims (hereinafter "Agreement") is made and entered into as of the 9 day of Mar, 2022, by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation, (the "City"), and Wright Development Group Saratoga LLC, a Utah limited liability company (the "Developer").

### **RECITALS:**

**WHEREAS**, Developer is developing subdivisions within the City, which subdivision plats will be recorded as Saratoga Commons Subdivision ("Project"); and

**WHEREAS**, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements that are necessary to meet the needs only of the Project ("Project Improvements"); and

**WHEREAS**, Developer has agreed to complete certain improvements, or portions thereof, within the Project, that are above and beyond what are required to service the Project and that provide a benefit to the City and the community at large ("System Improvements"), which improvements or portions thereof are more particularly described in Exhibit A, attached hereto and by this reference made a part hereof; and

**WHEREAS**, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in full and complete satisfaction of any additional expenses incurred by Developer relating to the System Improvements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **AGREEMENT**

#### **1. CONSIDERATION**

As a compromise and full settlement of all claims which Developer may have against the City with respect to the installation of all improvements for the Project, whether or not such improvements are System Improvements, Developer agrees to accept the consideration provided for in this Agreement and to withdraw with prejudice and waive any and all claims it may have against the City for compensation, reimbursement, capacity reservations, and credits with regard to the System Improvements and any and all other improvements required for the Project. Developer agrees to comply with the provisions in this Agreement and to install the Project and System Improvements.

#### **2. REIMBURSABLE EXPENSES**

Developer and City hereby agree that Developer's bid attached hereto as Exhibit A, which is incorporated herein by this reference, enumerates in full the estimated additional expenses incurred by Developer to install the System Improvements which are eligible for reimbursement (the "Reimbursable Expenses").

Subject to the terms of this agreement, Developer agrees to accept a reimbursement in an amount up to the total eligible reimbursable expenses of \$ 79,450 ("Reimbursement" or "Reimbursement

Amount”) as satisfaction in whole of City’s obligations under this agreement and with respect to the installation of any and all Project and System Improvements.

### **3. ADDITIONAL TERMS OF REIMBURSEMENT**

As material consideration of the Reimbursement, installation of the System Improvements, and other provisions of this Agreement, Developer and City agrees as follows:

- A. Reimbursement shall be primarily based upon the unit prices and quantities specified in Exhibit A. Exhibit A represents plan quantities while final reimbursement shall be based on the actual quantities and measurements of work performed during the installation of the System Improvements as evidenced by material tickets and invoices. In no case shall the City be obligated to reimburse Developer for an item until sufficient evidence is provided as to the actual quantities and prices of the installed and accepted System Improvements. In addition, in no case shall the City be obligated to reimburse Developer for expenses that exceed one hundred ten percent (110%) of the Reimbursement Amount. Further, in no case shall City reimburse Developer for any labor, products, tools, equipment, plant, transportation, services, incidentals, erection, installation costs, overhead, or any item not listed in Exhibit A. Prior to reimbursement, the following requirements must be met:
  - i. Developer shall submit a request for reimbursement in writing after full installation.
  - ii. Prior to any reimbursement, Developer shall post applicable performance and warranty bonds in accordance with City ordinances to guarantee the installation and workmanship of the System Improvements and to ensure that the System Improvements remain in good condition and free from defects for a period of one (1) year, in accordance with City ordinances, regulations, and standards.
  - iii. Prior to any reimbursement, City must approve the System Improvements in writing in connection with the standard inspections conducted by City to ensure that the System Improvements are constructed per City standards.
  - iv. Prior to any reimbursement, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements.
  - v. City shall first issue impact fee credits for up to the Reimbursement Amount to Developer only for use in the Project. If the Reimbursement Amount exceeds impact fees owed by the Developer or related entity, the City shall issue payment to Developer for the remaining difference after sufficient impact fees have been collected. The timing of the cash reimbursement will be determined on a first-in-time, first-in-right basis, meaning that reimbursements under previously-executed reimbursement agreements for other impact fee projects will take priority. The timing will also be determined by the availability of impact fee funds and all City policies and state law requirements with respect to budgeting for capital expenses. Subject to these stipulations, City will make its best efforts to reimburse Developer the Reimbursement Amount as soon as impact fee funds are made available.

**4. MUTUAL RELEASE OF CLAIMS**

In return for the Reimbursement and installation of the System Improvements, as well as all other promises, covenants, and consideration in this Agreement, the receipt and sufficiency of which is hereby acknowledged and accepted, each party hereby fully and completely releases and forever discharges the other party, its elected officials, officers, agents, servants, employees, and former elected officials, officers, agents, servants, and employees from any and all claims, damages, and demands of every nature whatsoever which were asserted, could have been asserted, or will be asserted by either party arising out of and pertaining to each party's obligations for System Improvements and other Project Improvements, including but not limited to any claims for impact fee credits, illegal exactions, reimbursements, or credits because of Developer's installation of System Improvements and Project Improvements.

**5. AUTHORITY TO SETTLE; INDEMNIFICATION**

As an express condition of this Agreement, the signor below represents and warrants that he or she and Developer:

- A. have the power to enter into and perform this Agreement;
- B. are the lawful representatives of the Developer;
- C. are the sole owner(s), assignee(s), heir(s), obligor(s), beneficiary(ies), etc. of the Project and the consideration in this Agreement;
- D. have not transferred, assigned, or sold, or promised to transfer, assign, or sell their interest in the Project; and
- E. shall indemnify, defend, and hold harmless the City with respect to any future claim related to this Agreement and with respect to any claim against the City for compensation, reimbursement, reservation of capacities, and credits for the installation of the System Improvements or Project Improvements brought against the City by any party, person, entity, corporation, homeowners association, government entity, third party, etc.

**6. PARTIES REPRESENTATIVES; NOTICES**

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered in person or after three business days if mailed by registered or certified mail, postage prepaid, addressed to the following:

If to Developer:

Wright Development  
1178 West Legacy Crossing Blvd  
Centerville, UT 84014  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City:

City of Saratoga Springs  
Attn: City Manager – Mark J. Christensen  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah 84045  
Telephone: (801) 766-9793  
Facsimile: (801) 766-9794

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Such notice shall be given as provided above.

**7. COMPLETE AGREEMENT, MODIFICATION**

This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or agreements, whether written or oral, between the parties on all matters. This Agreement cannot be modified except by written agreement between the Parties.

**8. SETTLEMENT**

The undersigned certifies that he or she has read this Agreement, that it:

- A. voluntarily enters into it of its own free will;
- B. has had ample opportunity to review this Agreement with legal counsel;
- C. is a legally incorporated entity;
- D. has performed all corporate formalities to execute this Agreement; and
- E. accepts the consideration set forth herein is in full accord and satisfaction of claims which it may have with respect to the subject matter.

**9. ATTORNEY FEES**

Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with this Agreement and the subject matter. In any action of any kind relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.

**10. GOVERNMENTAL IMMUNITY**

Nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim, or defense, which the City or its employees, officers, and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq., (the "Act"). All claims against the City or its employees, officers, and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

**11. MISCELLANEOUS PROVISIONS**

- A. If, after the date hereof, any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable. In lieu thereof, there shall be added a provision, as may be possible, that give effect to the original intent of this Agreement and is legal, valid, and enforceable.
- B. The validity, construction, interpretation, and administration of this Agreement shall be governed by the laws of the State of Utah.
- C. All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
- D. This Agreement and release given hereunder shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

CITY OF SARATOGA SPRINGS

By: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Manager

Approved as to Form:

\_\_\_\_\_  
City Attorney

DEVELOPER

By: Spencer Wright

Its: Manager

State of Utah )  
                              :SS  
County of Utah )

On this 9th day of March, 2023, personally appeared before me Spencer Wright, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the authorized representative of WDG, Saratoga a Utah LLC, and said document was signed by him/her in behalf of said company/corporation by proper authority, and he/she acknowledged to me that said company/corporation executed the same.



Jadelyn Grace Myers  
Notary Public

**EXHIBIT A**





SARATOGA  
SPRINGS

### Saratoga Springs Reimbursement Exhibit Summary

Project: Saratoga Commons

By: Spetrik

Date: 2/28/2023

Reimbursable Item Category	Total Cost
Drinking Water	
Secondary Water	
Sanitary Sewer	
Storm Drain	
Transportation	
Parks	\$ 79,450.00
<b>Total Reimbursable Cost</b>	<b>\$ 79,450.00</b>

# SARATOGA COMMONS REIMBURSEMENT AGREEMENT

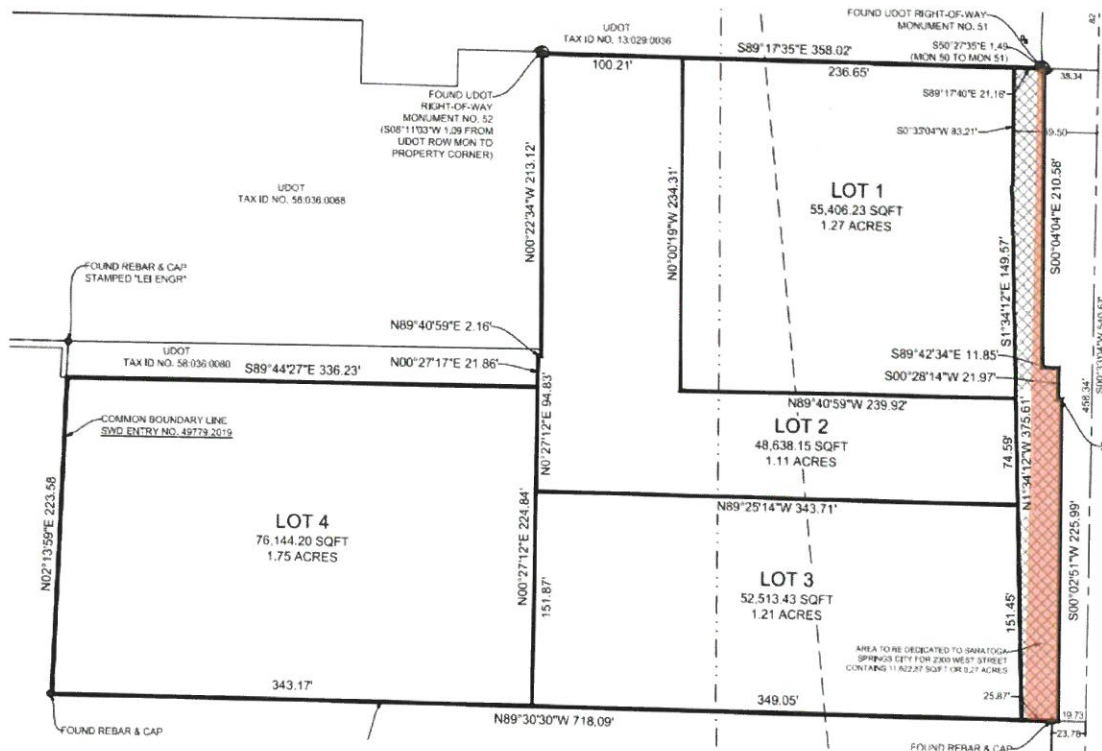
Wright Development hereby requests a reimbursement for additional land required after our preliminary plat was approved. This additional dedication is not required to facilitate our development, but serves the larger regional demand of traffic carried by the streets adjacent to the property.

Per discussions with staff, the fee reductions outlined below will be realized through impact/engineering/permit fee reductions for projects within this platted area. These will be made available upon the request of the applicant. Wright Development will be responsible for reimbursing any other land owners affected, within the Saratoga Commons platted area. This agreement will be between Wright Development and the City of Saratoga Springs.

Staff and Wright Development have negotiated a reimbursement price of **\$79,450**. This is the estimated amount that the site will require in traffic impact fees.

Original Dedication	New Dedication	Difference	\$ per SF
6,434	11,623	5,189	\$ 15.31

As shown in the exhibit below, the original dedication approved in the preliminary plat was 6,434 sf shown in red. The additional dedication required for the future left hand turning lane is 11,623 sf. The difference between the two is 5,189 split between two property owners as illustrated in the table above.



Februare 22, 2023

# VICINITY MAP



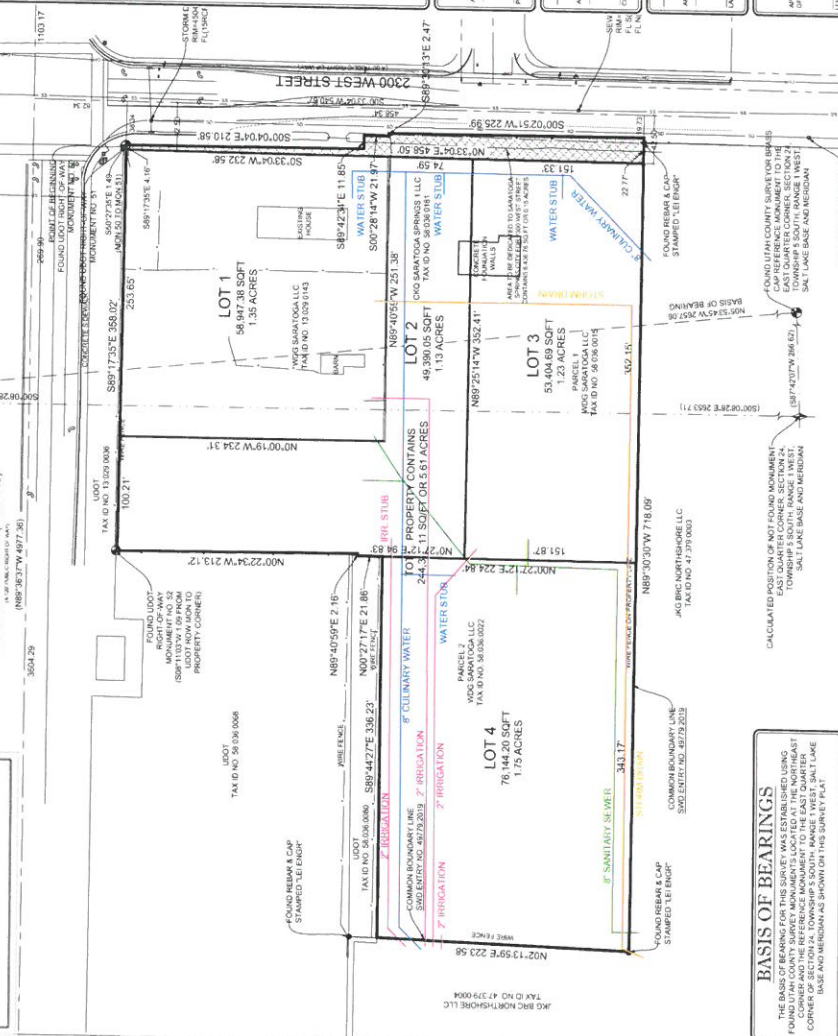
A PRELIMINARY PLAT FOR  
SARATOGA COMMONS SUBDIVISION

A SUBDIVISION OF A TRACT OF LAND LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND  
NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST,

TOGA SPRINGS, UTAH COUNTY, UTAH

FOUND UTAH COUNTY SURVEYOR  
BRASS CAP MONUMENT  
NORTHEAST CORNER, SECTION 24  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
BENCH MARK: 4502.23 (U.C.S. ELEV PLAT)

PIONEER CROSSING (HWY 145)



## BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING THE JORDAN COUNTY SURVEY MONUMENTS LOCATED AT THE NORTHEAST CORNER AND THE REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND MOUNTAIN, AS SHOWN ON THE PUBLIC LAND SURVEY MAP.

# SURVEYOR'S CERTIFICATE

[illegible]

Michael L. Wangemann, PLS

Date of Plat or Map: January 22, 2022

PLS# 6431156-2201

## LEGAL DESCRIPTION

[illegible]

## OWNERS DEDCIATION

SARATOGA COMMONS SUBDIVISION  
 AND HEREBY REDUCE TO PERPETUAL USE OF THE PUBLIC AND CITY AS PARKS, LOTS, 3 STRIPS,  
 EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC UTILITIES SHOWN ON THIS PLAT. ANY PART ON CITY USE  
 KNOWN BY ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PLOT  
 EASEMENTS AND RIGHTS-OF-WAY, TO BE HEREINFTER KNOWN AS  
 IN WITNESS WHEREOF, HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

## ACKNOWLEDGEMENT

[illegible]

APPROVAL BY LEGISLATIVE BODY

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

THIS DAY OF A.D. 2022.

## SARATOGA COMMONS SUBDIVISION

A SUBDIVISION OF A TRACT OF LAND LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND  
NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS, UTAH COUNTY, UTAH



SURGE YACHTS CLUB



MICHAEL L.

WAGNER  
No. 6431156







**RESOLUTION NO. R23-11 (3/21/23)**

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS,  
UTAH, APPROVING A REIMBURSEMENT/PIONEERING  
AGREEMENT.**

**WHEREAS**, Developer is developing a subdivision within the City, which subdivision plats will be recorded as Saratoga Commons Subdivision (“Project”); and

**WHEREAS**, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements; and

**WHEREAS**, Developer has agreed to complete certain improvements (“System Improvements”) within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, attached hereto and by this reference made a part hereof; and

**WHEREAS**, the System Improvements will provide capacity that benefits neighboring properties and the City; and

**WHEREAS**, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Saratoga Springs, Utah that the REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS attached as Exhibit A is approved and the City Manager or Mayor is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this 21<sup>st</sup> day of March, 2023.

City of Saratoga Springs

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

Attest:

\_\_\_\_\_  
Cindy LoPiccolo, City Recorder

## **EXHIBIT A**

# City Council Staff Report

**Author:** Daniel McRae, Assistant City Engineer  
**Subject:** Reimbursement Agreement for Northshore Phase 4 Part 2  
Northshore Plat C-4, Northshore Plat D-4  
**Date:** March 21, 2023  
**Type of Item:** Legislative Action



1. **Summary:** The developer of the subject plat(s), D.R. Horton, Inc., a Delaware corporation, will install City system improvements.
2. **Funding Sources:** Impact fee credits, impact fee funds and cash in a funded budget cycle.
  - A. Drinking Water: \$61,792.80
  - B. Sewer: \$19,781.70

3. **Review:**

The engineering plans were accepted for construction. The Engineering Department found the improvements listed in the reimbursement agreement to be consistent with the accepted engineering plans. The City Attorney found the agreement to be acceptable as to form.

4. **Alternatives:** The following alternative motions are available to the Council in consideration of the proposed reimbursement agreement:

**Adoption**

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with D.R. Horton, Inc., a Delaware corporation, for system improvements being installed with the subject development."

**Alternative Motion with Modifications**

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with D.R. Horton, Inc., a Delaware corporation, for system improvements being installed with the subject development, with the following modifications:"

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

**Negative Motion**

"I move to deny the attached resolution for the City to enter into this reimbursement agreement."

**5. Attachments:**

- A. Proposed Reimbursement Agreement
- B. Proposed Resolution



**PUBLIC IMPROVEMENTS  
REIMBURSEMENT AGREEMENT  
(Northshore – Phases 4 Part 2 covering plats 4-C and 4-D)**

**THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF SARATOGA SPRINGS, a Utah municipal corporation, hereinafter referred to as the “City,” and D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as the “Developer.”

**RECITALS:**

**WHEREAS**, the City and Developer previously entered into that certain Development Agreement pertaining to approximately 136 acres of property located in the City of Saratoga Springs to be developed primarily as a mixed-residential project known as “Northshore” (the “Project”). The Project will be developed in accordance with said Development Agreement and the Northshore Neighborhood Plan approved by the City Council on September 4, 2018 (the “Neighborhood Plan”), as the same may be amended. The approved Neighborhood Plan and Development Agreement are collectively referred to herein as the “Project Approvals” with respect to each phase or plat of the Project that is the subject of such Project Approvals;

**WHEREAS**, the Developer is required by the Project Approvals to install certain public improvements within the Project and outside the boundaries of the Project;

**WHEREAS**, Developer is entitled to reimbursements for certain public improvements, including “system improvements” and public improvements oversized per the City’s request. This Agreement is intended to set forth the City’s reimbursement obligations with respect to the public improvements described below, the Developer’s Obligations, and to confirm the manner and timing of such reimbursements; and

**WHEREAS**, Developer intends to construct and install certain public improvements in Phases 4-C and 4-D of the Project that qualify for reimbursement from the City in accordance with the terms and provisions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Phases 4-C and 4-D Improvements and Reimbursement Amounts.** Developer will install the Phase 4 infrastructure improvements listed in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by this reference (hereinafter, the “Improvements”) at Developer’s cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and interest expense. Without limiting the general scope of the preceding sentence, the Improvements that Developer intends to install, and the reimbursements to be paid to Developer by the City, include the following items and amounts:

(i) Drinking Water Conduit Improvements. As shown in the spreadsheet attached hereto as Exhibit A and the map attached hereto as Exhibit B, Developer will install four 1-1/2-inch conduits in the secondary water line trench, including all related improvements, for future use by the City, at a cost of **\$61,792.80**. 100% of the cost of the Improvements described in this subsection is included in the City's current IFFPs and is thus eligible for 100% reimbursement. The costs of the Improvements described in this subsection shall be considered a drinking water improvement, and if any amounts cannot be reimbursed by the City in cash pursuant to Section 4 below, the remaining amount owed to Developer under this subsection shall be reimbursed by providing the developer a credit against drinking water impact fees.

(ii) Future Sewer Line. As shown in the spreadsheet attached hereto as Exhibit A and the map attached hereto as Exhibit B, Developer also installed certain improvements for sewer piping to service neighboring future development parcels within the City. This work included 92 linear feet of 15-inch sewer line with all of the required connections, manholes and related improvements at a cost of **\$19,781.70**. 100% of the cost of the Improvements described in this Section is included in the City's current IFFPs and is thus eligible for 100% reimbursement. The costs of the Improvements described in this subsection shall be considered a sewer improvement, and if any amounts cannot be reimbursed by the City in cash pursuant to Section 4 below, the remaining amount owed to Developer under this subsection shall be reimbursed by providing the developer a credit against sewer impact fees.

2. **System Approval and Inspection.** Developer shall install the Improvements described above in accordance with City ordinances, standards, construction drawings, and Project Approvals. The Improvements shall be approved by the City, and inspections shall be conducted by the City to ensure that the Improvements are constructed per City standards. Notwithstanding anything herein to the contrary, the City shall, at its sole cost and expense, secure permission from Lehi City to facilitate the connection and discharge of the Well 6 Improvements to Lehi City's Storm Water system.

3. **Warranty and Dedication.** Upon completion of the Improvements, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements and proof of payment of such costs. Upon successful completion of the Improvements and acceptance in writing by the City, Developer shall also provide a Warranty Bond in accordance with City ordinances to ensure that the Improvements remain in good condition and free from defects for a period of 1 year (the Warranty Bond may be on the same form as a Performance Bond). Upon successful completion, approval by the City, and posting of a Warranty Bond by Developer, and expiration of the Warranty period, the City shall accept, own, operate, and maintain the Improvements provided the Improvements have continued to meet City standards during the 1 year Warranty period. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Improvements, and Developer will not retain any ownership interest of the dedicated Improvements.

4. **Payment of Reimbursement Amounts.** The City is obligated to reimburse Developer for the "reimbursement amount" described in Section 1 above **\$81,574.50**; provided, however, that the amount to be reimbursed to Developer shall be based on the actual costs incurred by Developer (not the

estimates) and no individual line-item cost shall exceed more than one hundred ten percent (110%) of the line-time's estimated costs as shown in Exhibit A hereto unless the City approves the change in writing. The City shall satisfy its reimbursement obligations under this Agreement as follows:

(i) After said Improvements have been constructed and installed, the actual expenses incurred by Developer for these Improvements shall be verified, and the City shall reimburse Developer for the expenses (consistent with the provisions in Sections 1 and 4 above) as follows: (i) first, to the fullest extent possible and without unreasonable delay, the City shall reimburse Developer by cash payment (and reimburse the cash impact fees previously paid by Developer for units in Phases 4-C and 4-D, if any); and (ii) if any amounts cannot be reimbursed by the City in cash, as determined by the City in its sole discretion, the remaining amount owed to Developer shall be reimbursed by providing the developer a credit against the applicable impact fees described in Section 1 (i.e., secondary water and sewer impact fees). Developer shall pay any remaining balance not offset by such credits, or, if the cost of these improvements exceed the amount owed by the developer for plats that have been previously recorded, the City shall provide the developer a credit against any future applicable impact fees for plats not yet recorded. The full amount of the reimbursement obligations shall be satisfied using one or any combination of these methods. To the extent the Developer has unused credits against impact fees, such credits shall be freely assignable by Developer to any person or entity so long as the City is notified of the assignment of the credits. The credits granted hereunder shall never expire, and shall remain valid until all of the credits have been used/applied. The City shall issue payment to Developer for the remaining amount, subject only to previously-executed reimbursement agreements for other impact fee projects, the availability of impact fee funds, and all City policies and state law requirements with respect to budgeting for capital expenses. Developer acknowledges and agrees that City may have other reimbursement obligations pursuant to other reimbursements agreements executed prior to this Agreement and for which Developer's rights are subservient. Subject to these stipulations, City will make its best efforts to reimburse the "reimbursement amount" as soon as impact fee funds are made available.

For all reimbursements to be paid to Developer under this Agreement, the City shall take reasonable measures, as determined by the City in its sole discretion, to maximize the amount of the cash reimbursements to Developer, recognizing that Developer's preference is to receive cash reimbursements as soon as reasonably possible following completion of the improvements, rather than receiving credit against impact fees over time. To the extent that impact fee credits are used to satisfy reimbursement obligations, the credits shall be sufficient to fully reimburse Developer by the time the last building permit is issued for this Project. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate the system improvements as part of a funding plan (if the improvements are not already the subject of the City's IFFPs).

**5. Full Compensation.** The Developer hereby agrees that the reimbursement amounts described in Sections 1 and 4 shall constitute the full and entire amount of reimbursement payable to Developer for the subject Improvements. Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to said Improvements. When the City has fulfilled its reimbursement obligations under this Agreement, Developer agrees to waive any and all claims related to unconstitutional takings and illegal exactions related to any of the improvements listed herein.

6. **No Accrual of Interest.** The parties expressly agree that the reimbursement amounts to be paid to the Developer, as set forth in this Agreement, have not and shall not in the future accrue interest.

7. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer: D.R. Horton, Inc.  
Attn: Boyd Martin & Rob Hartshorn  
12351 South Gateway Park Place  
Suite D-100  
Draper, UT 84020

With a copy to: David Jennings  
Regional Counsel  
1081 Whitney Ranch Drive, Ste. 141  
Henderson, NV 89014  
Email: DSJennings@drhorton.com

If to the City: City of Saratoga Springs  
Attn: City Engineer  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah 84045  
Telephone: (801) 766-9793  
Facsimile: (801) 766-9794

With a copy to: City of Saratoga Springs  
Attn: City Attorney  
1307 N. Commerce Drive, Suite 220  
Saratoga Springs, Utah 84045  
Telephone: (801) 766-9793  
Facsimile: (801) 766-9794

8. **Term of Agreement.** This Agreement shall remain in effect until Developer has been reimbursed in full for all reimbursement amounts described in this Agreement.

9. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

10. **Amendments.** This Agreement may be amended only in writing signed by the parties.

11. **No Joint Venture.** This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

12. **Incorporation of Recitals.** The recitals above are incorporated herein by this reference as a part of this Agreement.

13. **Effect.** Nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the Development Agreement or other Project Approvals. Rather, this Agreement is intended to effectuate and implement the reimbursement obligations of the City as set forth in the Development Agreement, and shall be construed and performed accordingly.

14. **Assignment.** Developer may assign the rights and obligations under this Agreement to a third party ("assignee") so long as the City agrees in writing, such approval not to be withheld unreasonably, and a written instrument is executed by the Developer and assignee clearly indicating the assignee's rights and obligations and Developer's continuing rights and obligations, if any.

15. **Limitation of Damages.** In any action related to the obligations contained in this Agreement, the parties' remedy for breach shall be limited to specific performance only. Also, Developer may not claim individual liability on the part of any City officer, employee, or official.

**IN WITNESS WHEREOF**, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

(Signature's to Follow)



ATTEST:

CITY OF SARATOGA SPRINGS

By: \_\_\_\_\_  
City Recorder

City Manager

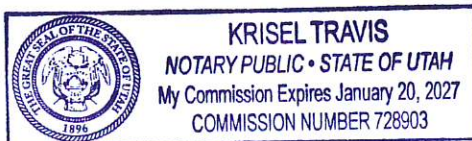
## “DEVELOPER”

D.R. Horton, Inc.

By: Adam R. Loser  
Its: Vice President

State of Utah )  
 ) ss  
County of Salt Lake )

On this 28 day of February, 2023, personally appeared before me Adam R. Loser [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Vice President [title], of D.R. Horton, Inc., a Delaware corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



Notary Public



SARATOGA  
SPRINGS

### **Saratoga Springs Reimbursement Exhibit Summary**

**Project:** Northshore Phase 4 Part 2 Northshore Plat C-4, Northshore Plat D-4

**By:** D. McRae

**Date:** 3/21/2023

<b>Reimbursable Item Category</b>	<b>Total Cost</b>
Drinking Water	\$61,792.80
Secondary Water	\$0.00
Sanitary Sewer	\$19,781.70
Storm Drain	\$0.00
Transportation	\$0.00
Parks	\$0.00
<b>Total Reimbursable Cost</b>	<b>\$81,574.50</b>

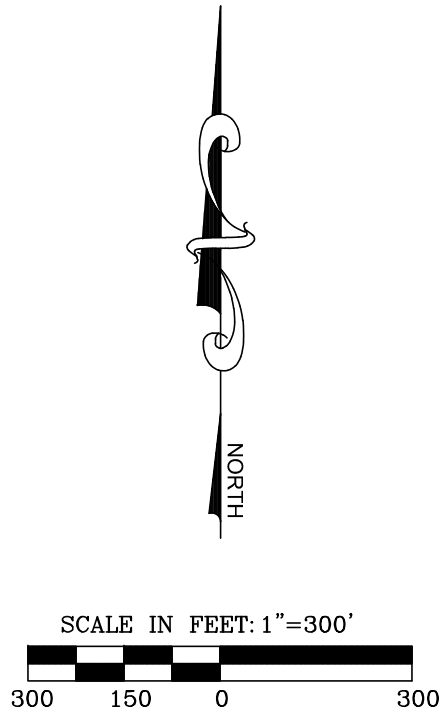
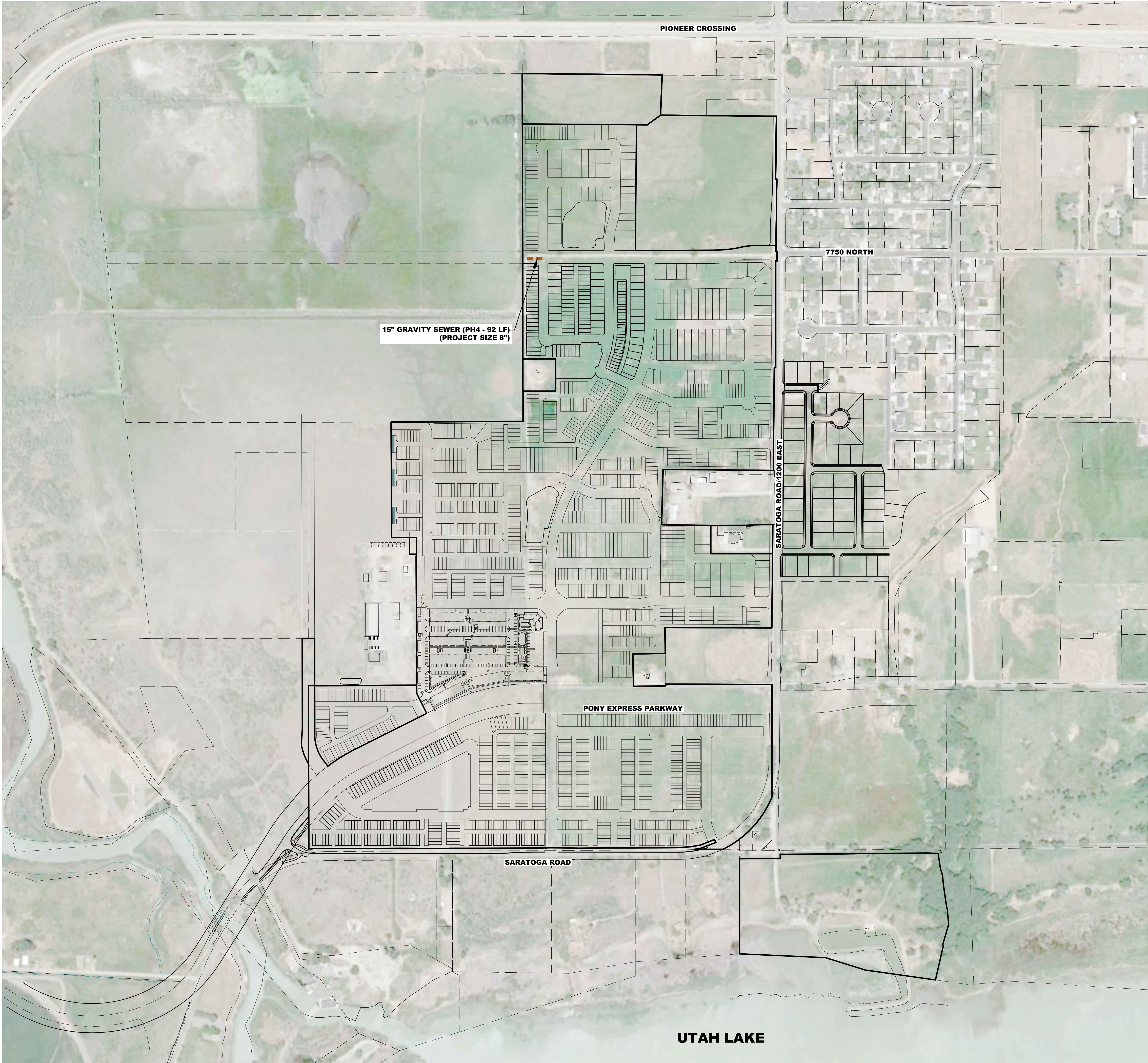
# **EXHIBIT A** **Description of Improvements**

Northshore Ph 4 C/D Reimbursement Agreement Spreadsheet - Exhibit A				
<b>PH 4 Conduit Bank to Well 7</b>				
Description	Qty	Unit	Price	Amount
<b>Conduit Bank to Well 7...100% Reimbursement</b>				
4 Conduit Duct Bank with sand bedding	2636	LF	\$18.00	\$47,448.00
1.5" Conduit	2636	LF	\$3.30	\$8,698.80
Junction Boxes	3	EA	\$1,882.00	\$5,646.00
			<b>Subtotal</b>	<b>\$61,792.80</b>
			<b>Total Phase 4 Conduit Bank</b>	<b>\$ 61,792.80</b>
<b>PH 4 C/D Sewer</b>				
Description	Qty	Unit	Price	Amount
<b>15" PVC Sewer West from last MH on Lazaret Ave</b>				
15" PVC Sewer w/Bedding Gravel	92	LF	\$ 77.00	\$ 7,084.00
Dewatering	92	EA	\$ 10.00	\$ 920.00
60" Manholes	1	TON	\$ 6,045.00	\$ 6,045.00
Imported Trench Fill	582		\$ 9.85	\$ 5,732.70
			<b>Subtotal</b>	<b>\$ 19,781.70</b>
			<b>Total Phase 4 C/D Sewer</b>	<b>\$ 19,781.70</b>
			<b>Total Reimbursement for Phase 4 C/D</b>	<b>\$ 81,574.50</b>

**EXHIBIT B**  
**Depiction of Improvements**  
(attached)



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- NOTES**
- SEWER CAPITAL FACILITIES PLAN TO BE UPDATED TO REFLECT THESE MASTER PLAN INFRASTRUCTURE ITEMS



- A Utah Corporation -  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

**NORTHSHORE PHASE 4**  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH  
**UTILITY REIMBURSEMENT EXHIBIT**  
**SEWER**

REVISIONS	
1	-
2	-
3	-
4	-
5	-

LEI PROJECT #:  
**2017-0110**

DRAWN BY:  
**BLS/MJV**

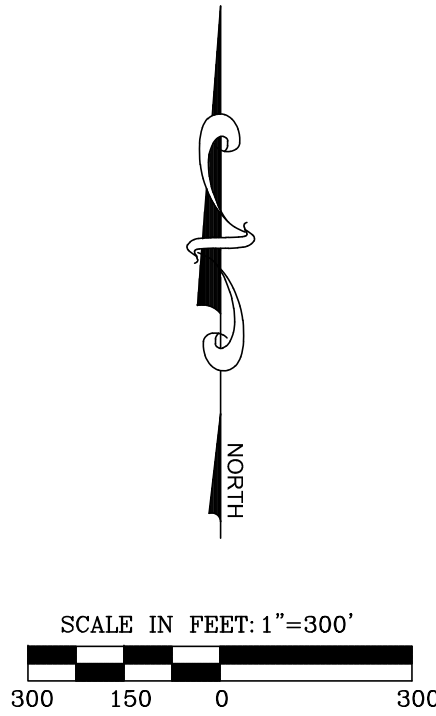
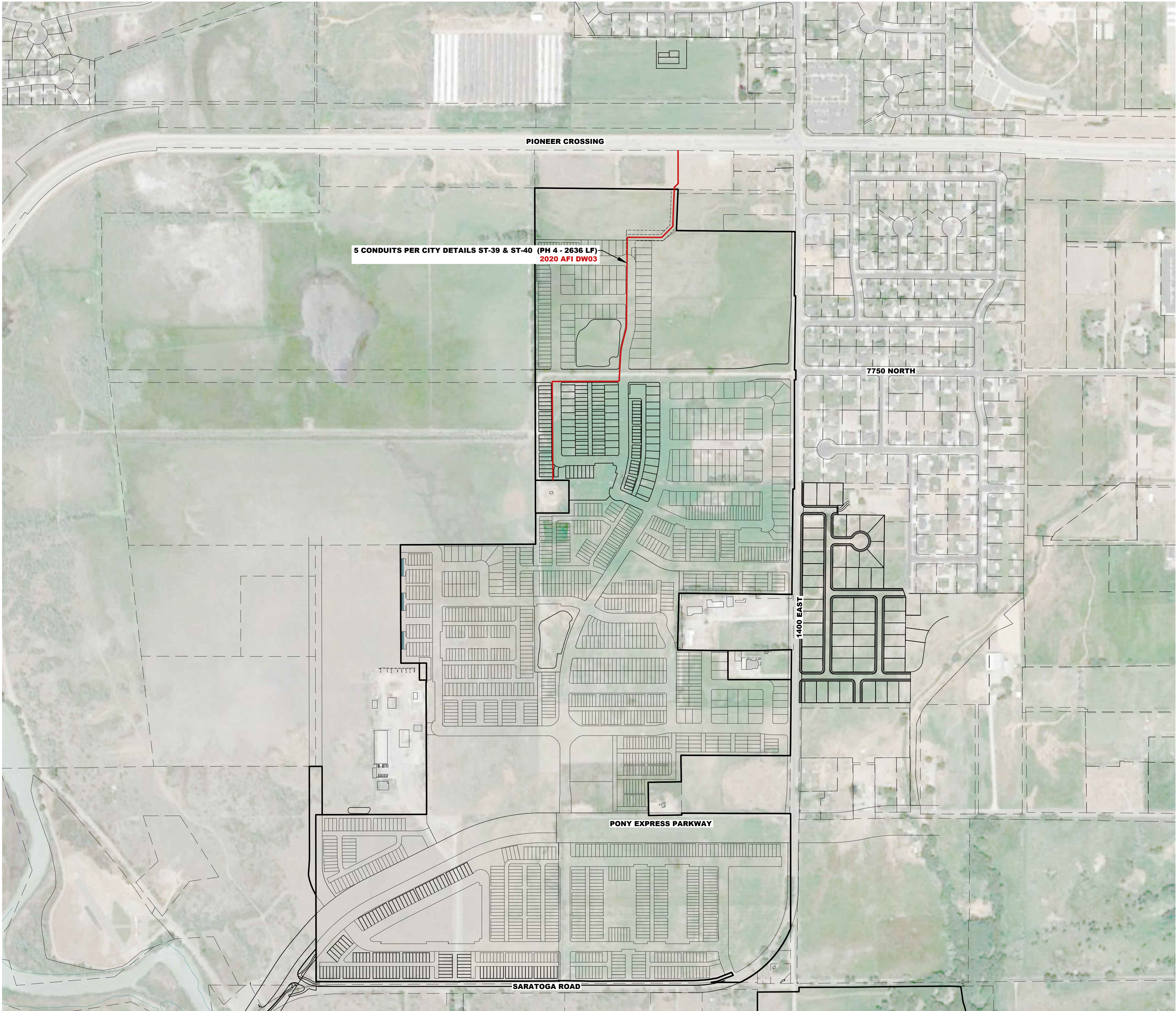
CHECKED BY:  
**GDM/JWA**

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DATE:  
**1/24/2023**



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LEI

- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

NORTHSHORE PHASE 4

CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

UTILITY REIMBURSEMENT EXHIBIT

WELL CONDUIT

REVISIONS	
1	-
2	-
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5	-

LEI PROJECT #:	2017-0110
DRAWN BY:	BLS/MJV
CHECKED BY:	GDM/JWA
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DATE:	1/24/2023



**RESOLUTION NO. R23-12 (3/21/23)**

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS,  
UTAH, APPROVING A REIMBURSEMENT AGREEMENT  
WITH D.R. HORTON, INC., A DELAWARE  
CORPORATION**

**WHEREAS**, Developer is developing a subdivision within the City, which subdivision plats will be recorded as Northshore Plat C-4, Northshore Plat D-4, (“Project”); and

**WHEREAS**, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements; and

**WHEREAS**, Developer has agreed to complete certain improvements (“System Improvements”) within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, attached hereto and by this reference made a part hereof; and

**WHEREAS**, the System Improvements will provide capacity that benefits neighboring properties and the City; and

**WHEREAS**, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Saratoga Springs, Utah that the REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS attached as Exhibit A is approved and the City Manager or Mayor is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this 21<sup>st</sup> day of March, 2023.

City of Saratoga Springs

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

Attest:

\_\_\_\_\_  
Cindy LoPiccolo, City Recorder

## **EXHIBIT A**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY  
AND SARATOGA SPRINGS CITY  
FOR THE ADMINISTRATION OF THE 2023 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and SARATOGA SPRINGS City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Act; and

**WHEREAS**, Utah County and CITY desire to successfully conduct the 2023 CITY Municipal Primary (August 15) and General (November 7) Elections (collectively “2023 CITY Municipal Elections”); and

**WHEREAS**, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2023 CITY Municipal Elections.

**NOW, THEREFORE**, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

### **Section 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

### **Section 2. ADMINISTRATION OF AGREEMENT**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

### **Section 3. PURPOSES**

This Agreement has been established and entered into between the parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic,



traditional primary and general elections (including ranked-choice voting, if applicable) for the 2023 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

#### **Section 4. RESPONSIBILITIES**

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2023 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2023 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

#### **Section 5. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

#### **Section 6. INDEMNIFICATION**

The parties to this Agreement are political subdivisions of the State of Utah. The parties

agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

#### **Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

#### **Section 8. ADOPTION REQUIREMENTS**

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

#### **Section 9. AMENDMENTS**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

#### **Section 10. SEVERABILITY**

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable,

shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

**Section 11. NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

**Section 12. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

**Section 13. BINDING AGREEMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

**Section 14. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

**Section 15. ASSIGNMENT**

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

**Section 16. GOVERNING LAW**

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. 2023 - \_\_\_\_, authorized and passed on the \_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: \_\_\_\_\_  
AMELIA POWERS GARDNER, Chair

ATTEST: AARON R. DAVIDSON  
Utah County Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
JEFFREY S. GRAY, Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

**CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of  
\_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor, CITY

ATTEST:

\_\_\_\_\_  
NAME  
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH  
CITY Attorney

By: \_\_\_\_\_



**Exhibit A**  
**2023 Municipal Elections**  
**Scope of Work for Election Services**  
**Revised 27 February 2023**

Services the City will provide, include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure requirements by state code and/or city code.
- Publish Public Notices as required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examine and proof all election ballots and provide final approval.
- Host on the City website a link to or copy of the unofficial reported results as hosted on the County Elections webpage prior to certification, the official reported results as hosted on the County Elections webpage after certification, the location of the county-owned ballot drop boxes, and a link to the website for voters to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the County.
- City will canvass the final election results 7 days after Election Day, or a date prescribed by the County Clerk.

Annexations or other boundary changes impacting the administration of the municipal elections need to be submitted to the County prior to June 1, 2023. Annexation changes submitted on or after June 1, 2023, will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Ballot retention and storage
- Outgoing / Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits as required by state statute and/or administrative rule
- Conduct recounts as required by state statute and/or administrative rule
- Election Day administrative support
- Operation of countywide vote centers
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County Clerk. Such results will constitute the final Official Results of the Election.
- Ballot drop box services – maintain, unlock and lock boxes, collect ballots, and maintain security camera footage.

The County will provide a good faith estimate for budgeting purposes. Election costs are calculated upon the offices scheduled for election, the volume of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the election(s) which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, may be changed.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election as required by state statute, the City Clerk/Recorder is the Election Officer.

**Exhibit B**

**2023 Municipal Elections**

Active voters for billing purposes will be calculated 11 days before each Election Day.

**Saratoga Springs**

<b>Election</b>	<b>1/4/2023</b>	<b>Not to exceed \$2.25 per voter per election</b>
Primary	21,843	\$49,146.75
General	21,843	\$49,146.75
Estimated Cost as of 3/6/2023		\$98,293.50

**RESOLUTION NO. R23-13 (3-21-23)**

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH  
APPROVING THE INTERLOCAL COOPERATION AGREEMENT  
WITH UTAH COUNTY FOR THE ADMINISTRATION OF THE  
2023 MUNICIPAL ELECTION**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, the City of Saratoga Springs and Utah County (“the parties”) desire to work together to successfully conduct the 2023 Municipal Primary (August 15), if required, and General (November 7) elections, and

WHEREAS, it is to the mutual benefit of the parties to enter into an agreement providing for the parties’ joint efforts to administer the 2023 Municipal Elections, and

WHEREAS, the Governing Body has reviewed the attached Interlocal Agreement.

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

1. The attached Interlocal Agreement with Utah County is hereby approved. The City Manager is authorized to sign said agreement.
2. This resolution shall take effect immediately upon passage.

Passed this 21<sup>st</sup> day of March, 2023.

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

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



## MINUTES – CITY COUNCIL MEETING

**Tuesday, February 21, 2023**

City of Saratoga Springs

City of Saratoga Springs City Offices

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

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### **City Council Policy Meeting**

**Call to Order:** Mayor Jim Miller called the meeting to order at 6:00 p.m.

### **Roll Call:**

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

**Present** Mayor Jim Miller, Council Members Stephen Willden, Michael McOmber and Christopher Carn

**Absent** Council Members Chris Porter and Ryan Poduska

**Staff Present** City Manager Mark Christensen, Assistant City Manager Owen Jackson, Community Development Director Ken Young, City Attorney Kevin Thurman, Public Relations AnnElise Harrison, Finance Director Chelese Rawlings, Recreation Director Heston Williams, Public Works Director Jeremy Lapin, Senior Planner Kent Page, Planner Kendal Black, Deputy City Recorder Nicolette Fike, and Deputy City Recorder Kayla Moss

**Invocation:** Council Member Willden

**Pledge of Allegiance:** Council Member McOmber

**Public Input:** None

**Reports:** Council Member Carn mentioned that the 30 day comment period is opening on the concept management plan for the Utah Lake Authority.

City Manager Mark Christensen advised that a public comment period will be required for any public meeting with legislation that is going forward right now. Legislative Session will be over next Friday. The land use bill will have a two week turn around requirement for builders. This will only be for administrative decisions.

Council Member Willden thanked staff for going to the legislative meetings and keeping them informed on what is happening.

### **PUBLIC HEARING AND LEGISLATIVE ACTION:**

- 1. Amended Storm Drain Impact Fee Facilities Plan, Amended Impact Fee Analysis, and Amended Storm Drain Impact Fee; Ordinance 23-6 (2-21-23).**

Public Works Director Jeremy Lapin mentioned this is a 4% increase.



Mayor Miller opened the public hearing at 6:12 pm. There were no comments so the public hearing was closed.

Motion by Council Member Willden to approve the Amended Storm Drain Impact Fee Facilities Plan, Amended Impact Fee Analysis, and Amended Storm Drain Impact Fee; Ordinance 23-6 (2-21-23) with any staff findings and conditions seconded by Council Member Carn.

Vote:

Council Member Chris Carn Yes

Council Member Chris Porter Absent

Council Member Ryan Poduska Absent

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 3-0.

#### CONSENT ITEMS:

##### 1. City Council Meeting Minutes: February 7, 2023.

Motion by Council Member McOmber to approve Consent Item seconded by Council Member Carn.

Vote:

Council Member Chris Carn Yes

Council Member Chris Porter Absent

Council Member Ryan Poduska Absent

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 3-0.

#### BUSINESS ITEMS:

1. **2<sup>nd</sup> Quarter Financial Update.** Finance Director Chelese Rawlings presented the financial report to the City Council. Development revenue is slightly lower than previous years but tax revenue is coming in significantly higher than previous years.

Council Member Willden thanked staff for budgeting conservatively to handle drops in revenue.

Council Member McOmber mentioned they have dropped taxes instead of having to increase them and thanked staff for their handling of finances and budget.

2. **Resolution Formally Initiating Proceedings Under the Pending Ordinance Doctrine in Utah Code Section 10-9A-509 and City Code Section 19.02.02(306) to Amend Off-Street Parking Requirements Ordinance in City Code Sections 19.04.02 and 19.04.03; Resolution R23-9 (2-21-23).**

Community Development Director Ken Young presented these proposed changes to the City Council. Required parking standards are location of parking areas are being revised. The size of the buildings will determine what the walking distance to the customer entrance needs to be.

Council Member McOmber asked if this would apply to HOA clubhouses or if that is considered a residential use.

Director Young advised HOA uses are residential and wouldn't be held to these standards.

Motion by Council Member Carn to approve the Resolution Formally Initiating Proceedings Under the Pending Ordinance Doctrine in Utah Code Section 10-9A-509 and City Code Section 19.02.02(306) to Amend the Off-Street Parking Requirements Ordinance in City Code Sections 19.04.02 and 19.04.03; Resolution R23-9 (2-21-23) with any staff findings and conditions seconded by Council Member McOmber.

Vote:

Council Member Chris Carn	Yes
Council Member Chris Porter	Absent
Council Member Ryan Poduska	Absent
Council Member Stephen Willden	Yes
Council Member Michael McOmber	Yes

Motion carried 3-0.

### **City Council Work Session**

#### **1. Patriot Park Phase 3 Preliminary Designs.**

Lars presented the concept plan for the third phase to the City Council. They have designed a four-plex for the ball fields. Two would be used for high school baseball and two for softball. Six more soccer fields are being proposed to be added. They are also proposing to add more pickle ball fields and a waterpark playground.

Council Member Carn volunteered to be on a subcommittee for the planning of this phase of the park. He also mentioned that pickle ball players have mentioned being in the direction of the sun so he wondered if the orientation of the parks could be moved to help lower that impact. He would like to have artificial turf with geothermal on two fields so that kids can play in the winter. He would also like to see a large amphitheater on the site. He thinks Ogden has done a great job with their city park and he thinks they should take inspiration from that and improve on it. He would rather see the splash pad moved to the other side of Saratoga Road even if it was developed along with this conceptually. He also mentioned that an ice rink would be nice to have in the winter as well.

City Manager Christensen advised there is a bill being discussed that would limit turf on surfaces that won't be used for recreational needs requiring turf.

Council Member McOmber agrees with several things Council Member Carn said. He would like to have the empty space in the current park that isn't utilized as much filled with 9 square or something else.

Recreation Director Heston Williams advised teams do utilize the open space for warming up and practicing before games.

Council Member McOmber also mentioned moving the splash pad so that we don't risk having children unwatched while parents are watching other kids play the sports they are signed up for. He would also like to have the east side of Saratoga Road included in this concept plan as well.

Council Member Willden thinks the ideas are great but from a financial standpoint he wants to keep expectations in check.

Planning Commissioners Present: Bryce McConkie, Reed Ryan, Rachel Sprosty-Burns, Ken Kilgore, Troy Cunningham, Audrey Barton, and Doug Willden

**City Council and Planning Commission Training Session**

1. **Training – Municipal Land Use, Conducted by Jordan Cullimore, Utah State Land Use Ombudsman.** Jordan Cullimore presented to the City Council and Planning Commission. He wanted everyone to know that they are a resource if anyone has land use questions. The primary things they do are land use and eminent domain. They recognize that land use is inherently local and all communities are going to have different questions and issues. He discussed the difference between legislative and administrative decisions. He then discussed vested rights and what that looks like for cities.
2. **Training – Open and Public Meetings Act, Conducted by City Attorney's Office.** City Attorney Kevin Thurman provided training to the City Council and Planning Commission on the open and public meetings act.

**CLOSED SESSION:**

Motion by Council Member McOmber to enter into closed session for the purchase, exchange, or lease of property, discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual, was seconded by Council Member Willden.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Chris Porter</u>	<u>Absent</u>
<u>Council Member Ryan Poduska</u>	<u>Absent</u>
<u>Council Member Stephen Willden</u>	<u>Yes</u>
<u>Council Member Michael McOmber</u>	<u>Yes</u>

Motion carried 3-0.

The meeting moved to closed session at 7:55 p.m.

Present: Mayor Miller, Council Members Willden, Carn, McOmber City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, and Deputy City Recorder Kayla Moss.

Closed Session adjourned at 7:59 p.m.

**ADJOURNMENT:**

There being no further business, Mayor Miller adjourned the meeting at 7:59 p.m.

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

Attest:

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



## City Council Staff Report

**Author:** Spencer Quain, Budget Administrator  
**Subject:** Budget Discussion-Fiscal Year 2023-2024  
**Date:** March 21<sup>st</sup>, 2023  
**Type of Item:** Public Presentation

**Summary Recommendation:** Staff recommends a preliminary presentation of the budget for fiscal year 2023-2024.

### Description

#### A. Topic

Presentation on March 21<sup>st</sup>, 2023 for the Fiscal Year 2023-2024 Budget.

#### B. Background

Budget requests were compiled for fiscal year 2023-2024 from all city departments by November 2022. The requests were compiled and reviewed by Administration through December 2022. During the months of December 2022 and January 2023 meetings were held with the department head submitting the request. The budget committee discussed all requests in great detail to determine if requests were viable. The attachment of the Budget Request Summary shows all the requests, as well as Budget Amendments from this Fiscal Year that were submitted and the requests the City Manager recommended.

#### C. Analysis

A balanced budget formalizes the City's resolve to remain fiscally and legally responsible. City staff will continue to monitor economic data as the year progresses.

**Recommendation:** Staff recommends a public presentation on March 21<sup>st</sup>, 2023 concerning the Fiscal Year 2023-2024 Budget.

FY2024 Budget Requests										
Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing		
GENERAL FUND						\$ 20,000				
Administration										
BA #2	PT AP Clerk to FT	\$ 27,105								
Y	Payplan Adjustment			\$ 117,784	\$ 117,784				\$ 117,784	\$ 117,784
Y	New Financial Analyst			\$ 36,909	\$ 36,909				\$ 36,909	\$ 36,909
Y	New Employee Appreciation Events Budget			\$ 5,000	\$ 5,000				\$ 5,000	\$ 5,000
Y	Convert 3 PT Custodians to FT			\$ 166,031	\$ 166,031				\$ 166,031	\$ 166,031
Building Inspection										
BA #1	Reclassify 2 Plans Examiners to Assistant Building Officials	\$ 9,310								
Y	Payplan Adjustment			\$ 24,612	\$ 24,612				\$ 24,612	\$ 24,612
Treasurer										
Y	Payplan Adjustment			\$ (5,688)	\$ (5,688)				\$ (5,688)	\$ (5,688)
City Recorder										
Y	Payplan Adjustment			\$ 29,710	\$ 29,710				\$ 29,710	\$ 29,710
Civic Events										
Y	Payplan Adjustment			\$ (7,760)	\$ (7,760)				\$ (7,760)	\$ (7,760)
Y	Increase City Celebrations Budget			\$ 10,000	\$ 10,000				\$ 10,000	\$ 10,000
Y	Increase Training Budget			\$ 2,500	\$ 2,500				\$ 2,500	\$ 2,500
Y	City Float			\$ 10,000	\$ 10,000					
Y	Purchase Social Media Management and Canva for Teams Software		\$ 1,548	\$ 2,008	\$ 2,008				\$ 2,008	\$ 2,008
Community Development Department										
Y	Payplan Adjustment			\$ 22,428	\$ 22,428				\$ 22,428	\$ 22,428
Y	Increase in Misc. Expenses			\$ 1,500	\$ 1,500				\$ 1,500	\$ 1,500
Elections										
	None									
Engineering										
Y	Payplan Adjustment			\$ 14,055	\$ 14,055				\$ 14,055	\$ 14,055
Y	Increase Vehicle Maintenance Budget			\$ 3,250	\$ 3,250				\$ 3,250	\$ 3,250
Y	New Engineer II		\$ 54,903	\$ 140,113	\$ 140,113				\$ 140,113	\$ 140,113
Y	Increase Training Budget			\$ 2,150	\$ 2,150				\$ 2,150	\$ 2,150
Y	Increase Misc Budget			\$ 1,750	\$ 1,750				\$ 1,750	\$ 1,750
Y	New Department Truck			\$ 35,000		\$ 35,000				
Fire										
BA #2	Fire Engine Motor Replacement	\$ 54,625								
BA #4	Safety Health & Wellness	\$ 21,010								
BA #4	Fire Equipment/Supplies	\$ 2,680								
Y	Reduce Vehicle Lease Budget			\$ (63,744)	\$ (63,744)	\$ (63,744)	\$ (63,744)			
Y	Payplan Adjustment			\$ 190,885	\$ 190,885	\$ 190,885	\$ 190,885			
N	Fire Marshal			\$ 180,534	\$ 135,534					
Y	Battalion Chief			\$ 138,971	\$ 138,971	\$ 138,971	\$ 138,971			
Y	Increased Overtime Pay			\$ 205,725	\$ 205,725	\$ 205,725	\$ 205,725			
Y	Increase EMS Equipment/Supplies Budget			\$ 35,204	\$ 35,204	\$ 35,204	\$ 35,204			
Y	Increase Ambulance Costs Budget			\$ 7,299	\$ 7,299	\$ 7,299	\$ 7,299			
N	Increase Training Budget			\$ 17,000	\$ 17,000					
P	Increase Fire Stations & Buildings Budget			\$ 28,769	\$ 28,769	\$ 7,000	\$ 7,000			
N	Increase Vehicle Operations/Repair Budget			\$ 23,125	\$ 23,125					
Y	Increase Gasoline/Oil Budget			\$ 26,510	\$ 26,510	\$ 26,510	\$ 26,510			
Y	Increase Contract Services Budget			\$ 18,075	\$ 18,075	\$ 18,075	\$ 18,075			
N	Training Prop Purchase			\$ 60,000						
Y	Increase to 911 Dispatch Fees			\$ 33,300	\$ 36,630	\$ 33,300	\$ 36,630			

Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing		
General Govt. Building and Grounds						\$ 35,000				
	None									
Human Resources										
BA #1	HR Specialist-Benefits/Compensation	\$ 105,748								
IT Services										
BA #1	IT Specialist reclassified as IT Administrator	\$ 31,905								
Y	Payplan Adjustment			\$ 73,696	\$ 73,696				\$ 73,696	\$ 73,696
Y	ESRI SGEA Licensing			\$ 15,500	\$ 15,500				\$ 15,500	\$ 15,500
Y	Cityworks Budget Increase			\$ 2,500	\$ 2,500				\$ 2,500	\$ 2,500
Y	Reduce Professional Consulting Services Budget			\$ (7,500)	\$ (7,500)				\$ (7,500)	\$ (7,500)
Y	Reduce Capital Outlay Budget			\$ (8,000)	\$ (8,000)				\$ (8,000)	\$ (8,000)
Y	New Department Truck			\$ 35,000						
Justice Court										
Y	Payplan Adjustment			\$ 10,863	\$ 10,863				\$ 10,863	\$ 10,863
Legal Department										
Y	Payplan Adjustment			\$ 40,180	\$ 40,180				\$ 40,180	\$ 40,180
Legislative Department										
Y	Payplan Adjustment			\$ 7,290	\$ 7,290				\$ 7,290	\$ 7,290
Library Services										
BA #1	PT Library Assistant to FT	\$ 33,624								
BA #4	Library Programs	\$ 750								
BA #4	Library Grant Expenditures	\$ 8,278								
Y	Payplan Adjustment			\$ 5,235	\$ 5,235				\$ 5,235	\$ 5,235
Y	Registration Software Purchases			\$ 10,000	\$ 6,500	\$ 10,000	\$ 6,500			
P	Digital Collection Purchases			\$ 72,711	\$ 72,711	\$ 34,993	\$ 34,993			
Y	Increase in Office Supplies Budget			\$ 11,380	\$ 11,380	\$ 11,380	\$ 11,380			
Y	New Librarian			\$ 98,112	\$ 96,762	\$ 98,112	\$ 96,762			
Y	Increase in Computers and Maintenance Budget			\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000			
Y	Increase in Registration Software Budget			\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000			
Non-Departmental										
BA #4	Liability Fund	\$ 10,000								
Y	Liability Fund			\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000			
Y	Payroll Contingency Fund			\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000			
Parks & Open Spaces										
Y	Payplan Adjustment			\$ 5,023	\$ 5,023	\$ 5,023	\$ 5,023			
Y	Reclass 2 Maintenance 1s to a 2s			\$ 9,692	\$ 9,692	\$ 9,692	\$ 9,692			
Y	New Maintenance 1			\$ 43,791	\$ 43,791	\$ 43,791	\$ 43,791			
Y	Increase Overtime Budget			\$ 4,318	\$ 4,318	\$ 4,318	\$ 4,318			
Y	Xeriscape Grandview Blvd			\$ 205,000		\$ 205,000				
N	Contract Services			\$ 60,840	\$ 60,840					
Y	Power Turf Renovation			\$ 19,000		\$ 19,000				
N	Weed Control at New Parks			\$ 53,080	\$ 53,080					
Y	Increase Restroom Maintenance Budget			\$ 64,802	\$ 64,802	\$ 64,802	\$ 64,802			
Y	Increase Sprinkler Maintenance Budget			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000			
Planning & Zoning										
Y	Payplan Adjustment			\$ (21,428)	\$ (21,428)	\$ (21,428)	\$ (21,428)			
N	Code Compliance Supervisor			\$ 152,672	\$ 116,005					
Y	Planner II		\$ 41,008	\$ 114,030	\$ 114,030	\$ 114,030	\$ 114,030			
Y	Reduce Prof & Tech Services Budget		\$ (85,000)	\$ (85,000)	\$ (85,000)	\$ (85,000)	\$ (85,000)			



Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing
<b>Police - Bluffdale</b>								
BA #2	Bluffdale Contract Update	\$ 216,220						
BA #3	Increase Overtime Pay	\$ 11,909						
BA #3	Increase Education and Training Budget	\$ 1,898						
Y	Payplan Adjustment			\$ 51,566	\$ 51,566		\$ 51,566	\$ 51,566
<b>Police</b>								
BA #3	Increase Overtime Pay	\$ 26,444						
BA #3	Increase Crime Control and Investigation Budget	\$ 3,050						
BA #4	Special Detail Services	\$ 24,664						
Y	Payplan Adjustment			\$ 89,681	\$ 89,681		\$ 89,681	\$ 89,681
N	Sworn Pay Adjustment			\$ 135,000	\$ 135,000			
Y	PT Investigations Technician to FT		\$ 21,898	\$ 43,796	\$ 43,796		\$ 43,796	\$ 43,796
Y	PT Records Clerk to FT			\$ 42,146	\$ 42,146		\$ 42,146	\$ 42,146
P	2 New Police Officers (1 starts July 2023, 1 starts January 2024)			\$ 352,310	\$ 282,644	\$ 67,000	\$ 134,667	\$ 134,667
N	New PT Police Maintenance Tech			\$ 19,720	\$ 19,720			
N	PT Logistics Tech to FT			\$ 48,370	\$ 48,370			
Y	Increase to 911 Dispatch Fees			\$ 56,700	\$ 62,370		\$ 56,700	\$ 62,370
<b>Public Improvements</b>								
Y	Payplan Adjustment			\$ 35,101	\$ 35,101		\$ 35,101	\$ 35,101
Y	Increase Gasoline Budget			\$ 5,806	\$ 5,806		\$ 5,806	\$ 5,806
Y	Increase Vehicle Maintenance Budget			\$ 3,000	\$ 3,000		\$ 3,000	\$ 3,000
Y	Increase Overtime Budget			\$ 11,287	\$ 11,287		\$ 11,287	\$ 11,287
Y	Increase Training Budget			\$ 6,000	\$ 6,000		\$ 6,000	\$ 6,000
Y	Increase Office Supplies Budget			\$ 600	\$ 600		\$ 600	\$ 600
Y	Reclass Inspector 1 to a 2			\$ 14,900	\$ 14,900		\$ 14,900	\$ 14,900
N	Public Improvement Technician			\$ 136,823	\$ 102,823			
<b>Public Works</b>								
Y	Payplan Adjustment			\$ 38,216	\$ 38,216		\$ 38,216	\$ 38,216
Y	New Gasoline Budget			\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000
Y	New Vehicle Maintenance Budget			\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000
N	New Fleet Technician			\$ 134,500	\$ 94,500			
N	New Maintenance Facility			\$ 140,500				
N	New Administrative Assistant			\$ 38,063	\$ 38,063			
<b>Recreation</b>								
BA #1	PT Recreation Coordinator	\$ 24,549						
BA #2	Equipment Purchases	\$ 3,084						
Y	Payplan Adjustment			\$ 4,952	\$ 4,952		\$ 4,952	\$ 4,952
Y	Increase Sports Official Hours			\$ 9,958	\$ 9,958		\$ 9,958	\$ 9,958
Y	Increase Adult Sports Official Hours			\$ 2,374	\$ 2,374		\$ 2,374	\$ 2,374
Y	Increase Basketball Budget			\$ 20,241	\$ 20,241		\$ 20,241	\$ 20,241
Y	Increase Camps Budget			\$ 35,000	\$ 35,000		\$ 35,000	\$ 35,000
Y	Increase Urban Fishing Budget			\$ 800	\$ 800		\$ 800	\$ 800
Y	Increase Track and Field Budget			\$ 1,564	\$ 1,564		\$ 1,564	\$ 1,564
N	Purchase Storage Sheds			\$ 5,000				
Y	Purchase of Timers for Patriot Park Scoreboards			\$ 20,000		\$ 20,000		

Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing
Streets								
Y	Payplan Adjustment			\$ 11,204	\$ 11,204		\$ 11,204	\$ 11,204
Y	Increase Gasoline Budget			\$ 15,000	\$ 15,000		\$ 15,000	\$ 15,000
Y	Increase Overtime Budget			\$ 9,850	\$ 9,850		\$ 9,850	\$ 9,850
Y	Increase Vehicle Maintenance Budget			\$ 20,000	\$ 20,000		\$ 20,000	\$ 20,000
Y	Increase Traffic Signal Budget			\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000
Y	Increase Education and Training Budget			\$ 7,500	\$ 7,500		\$ 7,500	\$ 7,500
Y	Increase Roadways General Maintenance Budget			\$ 20,000	\$ 20,000		\$ 20,000	\$ 20,000
P	Increase Street Sign Maintenance Budget			\$ 50,000	\$ 50,000		\$ 30,000	\$ 30,000
Y	Increase Snow Removal Budget			\$ 29,573	\$ 29,573		\$ 29,573	\$ 29,573
Utility Billing								
Y	Payplan Adjustment			\$ 17,094	\$ 17,094		\$ 17,094	\$ 17,094
Y	Increase Training Budget			\$ 2,000	\$ 2,000		\$ 2,000	\$ 2,000
Y	Create Office Supplies Budget			\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000
General Fund Total		\$ 589,748	\$ 34,357	\$ 4,502,986	\$ 3,762,303	\$ 401,000	\$ 2,676,629	\$ 2,680,779
STORM DRAIN CAPITAL PROJ FUND								
BA #3	Developer Reimbursement	\$ 105,000						
BA #3	Knolls Fire Mitigation	\$ (306)						
BA #3	Losee Canyon Debris Basin	\$ (63,709)						
BA #3	NRCS Watershed EA Grant	\$ (48,189)						
BA #4	Developer Reimbursement	\$ 110,000						
BA #4	Pony Express Extension	\$ (315,850)						
Y	Tickville Wash Reimbursement			\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000
Y	Pony Express Crossing at Middle School			\$ 40,800			\$ 40,800	
Storm Drain Impact Fund Total		\$ (213,054)	\$ -	\$ 140,800	\$ 100,000	\$ -	\$ 140,800	\$ 100,000

Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing			
PARKS CAPITAL PROJECTS FUND											
BA #3	South Lakeshore Trail-Amanda	\$ 13,898									
BA #3	South Marina Beach and Park	\$ 750,000									
BA #3	Ingoing Wetland Mitigation	\$ (40,000)									
BA #3	North Marina Dredge Phase 1	\$ (5,328,379)									
BA #3	North Redwood Trail	\$ 21,258									
BA #4	Sports Complex	\$ 10,000									
BA #4	Rec Center Feasibility Study	\$ (7,289)									
BA #4	North Redwood Trail	\$ 12,600									
Y	South Lakeshore Trail Ongoing Wetland Mitigation			\$ 40,000	\$ 40,000	\$	40,000	\$ 40,000			
Parks Impact Fund Total		\$ (4,567,912)	\$ -	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	\$ 40,000			
ROADS CAPITAL PROJECTS FUND											
BA #3	South Elementary Underpass	\$ (2,780,000)									
BA #4	Transportation Planning	\$ (48,123)									
Roads Impact Fund Total		\$ (2,828,123)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
PUBLIC SAFETY CAPITAL PROJ FUND											
BA #4	Public Safety Master Plans	\$ 40,000									
BA #4	Police Station Land Ac/Des/Con	\$ (13,822)									
Public Safety Impact Fund Total		\$ 26,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
CAPITAL PROJECTS FUND											
BA #1	Capital Maintenance and Repair	\$ 250,000									
BA #2	Parks Capital Project Fund	\$ 50,000									
BA #3	Cemetary Design	\$ (141,749)									
BA #4	Public Works Site	\$ (50,000)									
BA #4	Public Works Building Expansion	\$ 50,000									
BA #4	Library Needs Analysis	\$ (10,000)									
Y	Increase Fleet Replacement Fund Budget			\$ 150,000	\$ 150,000				\$	150,000	\$ 150,000
Y	Increase Equipment Replacement Fund Budget			\$ 600,000	\$ 600,000				\$	600,000	\$ 600,000
Y	Preliminary Design for City Hall			\$ 1,000,000		\$	1,000,000				
General Capital Fund Total		\$ 148,251	\$ -	\$ 1,750,000	\$ 750,000	\$ -	\$ 1,750,000	\$ 750,000			
CDRA FUND											
Y	Increase Developer Reimbursement Budget			\$ 120,000	\$ 120,000				\$	120,000	\$ 120,000
CDRA Fund Total		\$ -	\$ -	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	\$ 120,000			
STREET LIGHTING FUND											
BA #1	Depreciation	\$ 90,000									
Y	Payplan Adjustment			\$ 430	\$ 430				\$	430	\$ 430
Y	New Fuel Budget			\$ 5,000	\$ 5,000				\$	5,000	\$ 5,000
Y	New Vehicle Maintenance Budget			\$ 5,000	\$ 5,000				\$	5,000	\$ 5,000
Y	New Uniform Budget			\$ 600	\$ 600				\$	600	\$ 600
Y	New Training Budget			\$ 1,500	\$ 1,500				\$	1,500	\$ 1,500
Y	Increase Overtime Budget			\$ 3,000	\$ 3,000				\$	3,000	\$ 3,000
Y	Increase Street Light Painting Budget			\$ 10,000	\$ 10,000				\$	10,000	\$ 10,000
Y	Replace Beehive Lights with LED			\$ 129,425	\$ 129,425				\$	129,425	\$ 129,425
Streetlighting Fund Total		\$ 90,000	\$ -	\$ 154,955	\$ 154,955				\$ -	\$ 154,955	\$ 154,955

Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing
WATER FUND						\$ 63,812	\$ 12,392	\$ 12,392
<i>Culinary Water</i>								
BA #1	Depreciation	\$ 2,800,000						
BA #3	Water Capital Projects	\$ 123,625						
Y	Payplan Adjustment			\$ 12,392	\$ 12,392			
Y	Increase Uniforms Budget			\$ 7,400	\$ 7,400			
Y	Increase Gas Budget			\$ 5,000	\$ 5,000			
Y	Increase SCADA Budget			\$ 5,000	\$ 5,000			
Y	Increase Bluestaking Budget			\$ 5,000	\$ 5,000			
Y	Increase Training Budget			\$ 6,700	\$ 6,700			
Y	Increase Contract Services Budget			\$ 16,400	\$ 16,400			
Y	Increase Water Source Budget			\$ 42,000	\$ 42,000			
Y	Increase New Meters Budget			\$ 33,000	\$ 33,000			
Y	Increase Replacement Meters Budget			\$ 17,000	\$ 17,000			
Y	New Mini Excavator (40% Culinary Water)			\$ 63,812				
<i>Secondary Water</i>								
BA #3	Secondary Water Source	\$ 51,000						
BA #3	Capital Outlay	\$ 8,625						
Y	Payplan Adjustment			\$ (29,667)	\$ (29,667)			
Y	Increase Gas Budget			\$ 23,200	\$ 23,200			
Y	Increase Power Budget			\$ 190,000	\$ 190,000			
Y	Increase Contract Services Budget			\$ 27,500	\$ 27,500			
Y	Decrease New Water Meters Budget			\$ (28,000)	\$ (28,000)			
Y	Increase Replacement Water Meters Budget			\$ 7,000	\$ 7,000			
Y	New Mini Excavator (40% Secondary Water)			\$ 63,812				
Water Operations Fund Total		\$ 2,983,250	\$ -	\$ 467,548	\$ 339,924	\$ 127,624	\$ 339,924	\$ 339,924
						\$ 536,000	\$ 536,000	\$ -
CULINARY WATER CAPITAL PROJ FUND								
BA #1	Depreciation	\$ 150,000						
BA #3	CUWCD Connection	\$ (83,200)						
BA #3	Mt Saratoga Zone 2 Tank #9	\$ 10,000						
BA #3	Wildflower Zone 4 Pump Station/Tank	\$ 10,000						
BA #3	Northgate Waterlines	\$ 21,168						
BA #4	Mt Saratoga 5mg Zone 1 North Tank 5,300 24-inch	\$ 815,500						
Y	Drinking Water Well #7 Pipelines north of Pioneer Crossing			\$ 536,000				
Water Culinary Impact Fund Total		\$ 923,468	\$ -	\$ 536,000	\$ -	\$ -	\$ 536,000	\$ -
						\$ 2,490,600	\$ 100,000	\$ 2,490,600
2NDARY WATER CAPITAL PROJ FUND								
BA #1	Depreciation	\$ 950,000						
BA #3	Northgate Waterlines	\$ 27,864						
BA #3	Wildflower Z4 Pump and Pond	\$ 8,818						
BA #3	McLachlan Well 11 & 12 Purchase	\$ (375,000)						
BA #3	Zone 1 North Pipeline Swap	\$ 301,200						
BA #4	Developer Reimbursement	\$ 136,000						
Y	Jacobs Ranch Well			\$ 100,000	\$ 2,490,600			
Water Secondary Impact Fund Total		\$ 1,048,882	\$ -	\$ 100,000	\$ 2,490,600	\$ -	\$ 100,000	\$ 2,490,600

Y/N City Manager Recommended	Request	Budget Amendments	FY 2023 Adjusted Budget	FY 2024 Dept Request	FY 2025 Dept Request	Recommended FY 2024 with one time 2023 Revenues	Recommended FY 2024 Ongoing	Recommended FY 2025 Ongoing		
SEWER FUND										
BA #1	Depreciation	\$ 590,000								
BA #3	Capital Outlay	\$ 17,250								
Y	Payplan Adjustment			\$ (14,160)	\$ (14,160)				\$ (14,160)	\$ (14,160)
Y	Reclass a Maintenance 2 to a 3			\$ 5,273	\$ 5,273				\$ 5,273	\$ 5,273
Y	Reclass a Maintenance 3 to a 4			\$ 6,088	\$ 6,088				\$ 6,088	\$ 6,088
Y	Increase Vehicle Maintenance Budget			\$ 10,000	\$ 10,000				\$ 10,000	\$ 10,000
Y	Increase Gas Budget			\$ 12,300	\$ 12,300				\$ 12,300	\$ 12,300
Y	Increase SCADA Budget			\$ 30,000	\$ 30,000				\$ 30,000	\$ 30,000
Y	Increase Manhole Lining Budget			\$ 355,000	\$ 335,000				\$ 355,000	\$ 335,000
Y	Increase Sewage Treatment Budget			\$ 800,000	\$ 800,000				\$ 800,000	\$ 800,000
Y	New Mini Excavator (20% Sewer)			\$ 31,906					\$ 31,906	
Y	Lift #1 and #2 Air Scrubbers			\$ 120,000					\$ 120,000	
Sewer Operations Fund Total		\$ 607,250	\$ -	\$ 1,356,407	\$ 1,184,501	\$ -	\$ 1,356,407	\$ 1,184,501		
WASTEWATER CAPITAL PROJ FUND										
BA #1	Depreciation	\$ 285,000								
BA #2	Grandview to Ring Road Adjustment	\$ 143,568								
BA #3	S1.4 Parallel Sewer Sub	\$ 161,200								
BA #3	Sewer Master Planning	\$ 25,000								
BA #3	Northshore Lift Station	\$ 45,000								
BA #3	Wetland Mitigation at Loch Lomond	\$ 10,000								
BA #3	Lift 10-Golf Course	\$ 10,000								
Y	Connect 400 N to Gravity Sewer Outfall at Redwood Road- Bypass Posey Lift			\$ 100,000					\$ 100,000	
Sewer Impact Fee Fund Total		\$ 679,768	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -		
STORM DRAIN ENTERPRISE FUND										
BA #1	Depreciation	\$ 790,000								
Y	Payplan Adjustment			\$ (10,862)	\$ (10,862)				\$ (10,862)	\$ (10,862)
Y	Increase Gasoline Budget			\$ 1,916	\$ 1,916				\$ 1,916	\$ 1,916
Y	Increase Power and Pumping Budget			\$ 3,000	\$ 3,000				\$ 3,000	\$ 3,000
Storm Drain Operations Fund Total		\$ 790,000	\$ -	\$ (5,946)	\$ (5,946)	\$ -	\$ (5,946)	\$ (5,946)		
WATER RIGHTS FUND										
BA #1	Water Right Purchases	\$ 1,500,000								
BA #3	Purchase of Land for Well #3	\$ 20,000								
BA #4	Central Utah Water Purchase	\$ 2,023,000								
Water Rights Operations Fund Total		\$ 3,543,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Grand Totals		\$ 3,820,706	\$ 34,357	\$ 9,262,751	\$ 8,936,338				\$ 528,624	\$ 7,308,770



## CITY COUNCIL MEETING Staff Report

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**Preliminary Plat/Final Plat  
Brixton Park Plat B  
March 23, 2023  
Public Meeting**

Report Date:	March 14, 2023
Applicant:	Julie Smith
Owner:	Saratoga 262 Partners, LLC
Location:	1400 South 900 West
Major Street Access:	Meadow Side and
Parcel Number(s) & Size:	58:041:0280 – 37.40 acres; 58:041:0282 – 120.81 acres; 58:041:0281 – 4.34 acres; 58:041:0290 – 81.11 acres
Land Use Designation:	Low Density Residential and Rural Residential
Parcel Zoning:	R3-6
Adjacent Zoning:	R1-10
Current Use of Parcel:	Undeveloped Land
Adjacent Uses:	Residential/Undeveloped Land
Previous Meetings:	Rezone/Development Agreement – City Council 01/04/22 Planning Commission Preliminary Plat Review – 02/23/23
Previous Approvals:	Approved Rezone/Development Agreement – City Council 01/04/22
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Planner:	Gina Grandpre, Senior Planner

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**A. Executive Summary:**

The Brixton Park Plat B Preliminary Plat is the second phase to the Brixton Park Development, as outlined in the Brixton Park Annexation and Development Agreement (“*Agreement*”). It is located on 79 acres out of the remaining 243.66 acres of the overall development. The property sits west of the future Mountain View Corridor and the Brixton Park Plat A, as shown in Exhibit 2. It proposes the development of 248 single family lots, ranging in size from 6,000 square feet to 12,798 square feet. The overall density proposed in this subdivision is 3 units per acre making the average lot size approximately 7,142 square feet.



The proposed subdivision includes 21.81 acres of public right of way. The main accesses into the subdivision will be in the south portion of the development by way of a temporary road across the future Mountain View Corridor extending Fallow Drive from the Canton Ridge East Subdivision through Brixton Park Phase A to the proposed subdivision. The second access is from Prince Drive to Ensign Drive over to Foothill Boulevard, crossing the future Mountain View Corridor, as shown in Exhibit 4. A portion of Prince Drive and Ensign Drive to Foothill Boulevard is to be constructed during the improvements of Phase A. (see Exhibit 5)

The development proposes 11.89 acres of common open space that includes two Home Owner Association (HOA) owned/maintained parks and a trail corridor running along the power line through the subdivision. The amenities proposed for the parks include playgrounds, pavilions with picnic tables, a half-court basketball court, swing set, benches, trash cans, and additional trails.

**Recommendation:**

**The Planning Commission recommends approval on the Brixton Park Plat B Preliminary Plat, it is recommended that the City Council review and discuss the proposal, and choose from the options in Section I of this report.** Options include approval with conditions, denial, or continuation.

- B. Background:** The Agreement approved by the City Council on January 4, 2022, rezoned the property from R1-10 to R3-6. Section 4(e) of the Agreement states:

*“Notwithstanding the higher density allowed under the R3-6 zone, the overall density of the project west of the Mountain View Corridor right of way shall not exceed 3 (THREE) lots per acre after non-developable acreage per City regulations is deducted from the gross acreage.....Notwithstanding the zoning, up to a maximum of 798 residential units may be built on the Incorporated Parcel and Property taking into account non-developable acreage per City regulations. Developer shall hold City harmless if Developer is not able to build 798 residential units on the Incorporated Parcel Property due to City regulations with respect to physical constraints, sensitive lands, and non-developable areas.”*

Brixton Park Plat A Final Plat includes 83 single family lots and was approved on May 13, 2022, leaving 715 allowable lots. The proposed preliminary plat for Brixton Park Plat B will develop an additional 248 lots, leaving the total allowable lots at 467.

The proposed subdivision includes a trail that runs within the power line easement. Rocky Mountain Power has granted approval of this trail. Maintenance of the trail will be the responsibility of the HOA.

The access points into the subdivision will come from Ensign Drive at the north of the subdivision and the temporary crossing of Fallow Drive over the future Mountain View Corridor property. In the future, the Fallow Drive access will be replaced by a connection to the future Mountain View

Corridor (MVC) western frontage road. The Ensign Drive connection will remain long term (Transportation Master Plan page 52, see Exhibit 6).

- C. **Specific Request:** The applicant is requesting preliminary plat approval of the Brixton Park Phase B preliminary plat on 79.02 acres. Plat B includes 248 single family residential units, 21.81 acres of public rights-of-way, and 11.89 acres of open space and amenities.
- D. **Process:** Code Section 19.13.04 outlines the process for preliminary plats and requires City Council approval after a recommendation from the Planning Commission.
- E. **Community Review:** A public hearing is not required for preliminary plats per Code Section 19.13.04. No public input has been received regarding this plat.
- F. **General Plan:** The General Plan recommends Low Density Residential for this area. On page 27 of the General Plan, the Land Use Element defines Low Density Residential as “Areas designated for single family homes.” The R3-6 zone was approved in the Agreement to allow for a variety of lot sizes ranging from 6,000 square feet and greater, but limited the density to a maximum of three units per acre.

**Staff conclusion: consistent.** The overall development does not exceed 3 units per acre and allows for single-family homes.

G. **Code Criteria:**

For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies.**
- 19.05, Supplementary Regulations: **Complies.**
- 19.06, Landscaping and Fencing: **Complies.**
- 19.09, Off Street Parking: **Complies**
- 19.11, Lighting: **Complies.**
- 19.12, Subdivisions: **Complies.**
- 19.13, Process: **Complies.**
- 19.14, Site Plans: **N/A**
- 19.16, Site and Architectural Design Standards: **N/A.**
- 19.19, Open Space: **Complies.**
- 19.18, Sign Regulations: **N/A**
- Brixton Park Annexation and Development Agreement: **Complies**

H. **Recommendation and Alternatives:**

Staff recommends that the City Council conduct a review, discuss the application, and choose from the following options.

**Option 1 – Approval**

“I move to approve the proposed Preliminary Plat for Brixton Park Plat B, located at approximately 1400 South 900 West, with the Findings and Conditions in the Staff Report.”

**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. The application complies with the Land Development Code as articulated in Section G of the staff report, which section is incorporated by reference herein.
3. The application is consistent with the Agreement.

**Conditions:**

1. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit 1.
2. All requirements of the Fire Chief shall be met.
3. The Preliminary Plat is recommended for approval by the Planning Commission.
4. All other Code requirements shall be met.
5. Any other conditions or changes as articulated by the City Council: \_\_\_\_\_.

**Option 2 – Continuance**

"I move to **continue** the Preliminary Plat for Brixton Park Plat B to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

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

**Option 3 – Denial**

"I move to deny the proposed Preliminary Plat for Brixton Park Plat B, located at 1400 South 900 West with the findings below:

1. The application is not consistent with the General Plan:
  - a. \_\_\_\_\_, and/or,
2. The application is not consistent with Section \_\_\_\_\_ of the Code:
  - a. \_\_\_\_\_, and/or
3. The application does not comply with the Brixton Park Annexation and Development Agreement: \_\_\_\_\_.

**I. Exhibits:**

1. City Engineer's Report
2. Location & Zone Map
3. Planning Review Checklist
4. Road Access
5. Saratoga Springs Transportation Master Plan, page 52 (change the exhibit label also)
6. Preliminary Plat
7. Landscape Plan
8. Planning Commission Minutes

# EXHIBIT 1: Engineer Staff Report

## Staff Report

**Author:** Daniel McRae, Assistant City Engineer

**Subject:** Brixton Park Plat B – Preliminary Plat

**Date:** Feb 23, 2023

**Type of Item:** Preliminary Plat Approval



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### Description:

**A. Topic:** The Applicant has submitted a Preliminary Plat Application. Staff has reviewed the submittal and provides the following recommendations.

**B. Background:**

*Applicant:* Julie Smith and Larry Myler – Saratoga 262 Partners LLC

*Request:* Preliminary Plat Approval

*Location:* 1400 S 900 W

*Acreage:* 79.02 Acres

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

1. The developer shall comply with all review comments and redlines, prepare final construction drawings as outlined in the most recent edition of the City of Saratoga Springs Standards Technical Specifications, and receive approval from the City Engineer on those drawings prior to commencing construction.
2. These are preliminary-level plans which are not ready for construction. The applicant understands that full engineering review will need to occur on final-level engineering plans to comply with City Standards. The applicant also understands that preliminary plans do not entitle the applicant to any approvals, including lot yields, and that approvals are not granted until final-level engineering plans are accepted by the City for construction.
3. Provide a Storm Water Pollution Prevention Plan (SWPPP) following the State template prior to the pre-construction meeting.
4. Owner to record a Long-Term Storm Water Management Agreement and provide a Long-Term Storm Water Management Plan (LTSWMP) for the project. The plan portion will be required prior to scheduling a pre-construction meeting.
5. Developer shall prepare and provide easements for all public facilities not located in the public right-of-way.
6. Project shall comply with all ADA standards and requirements.

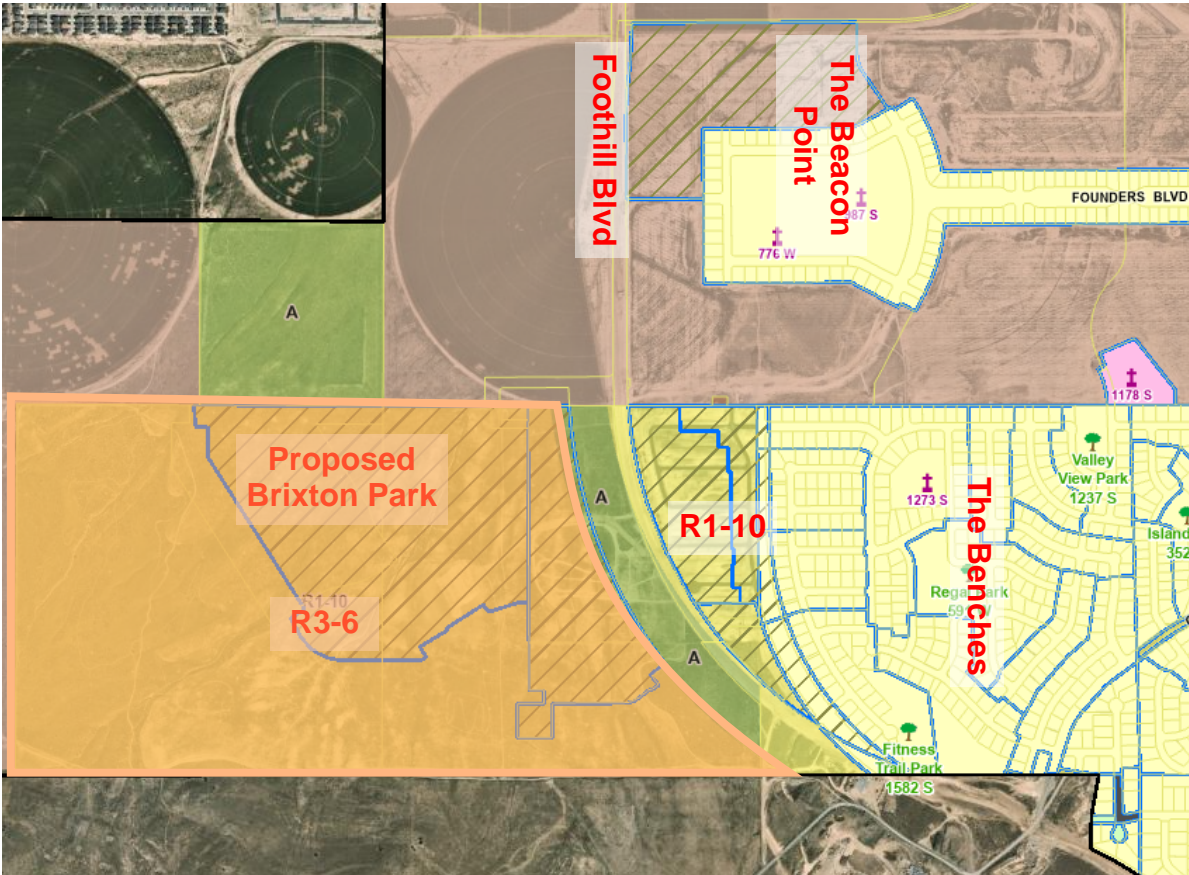
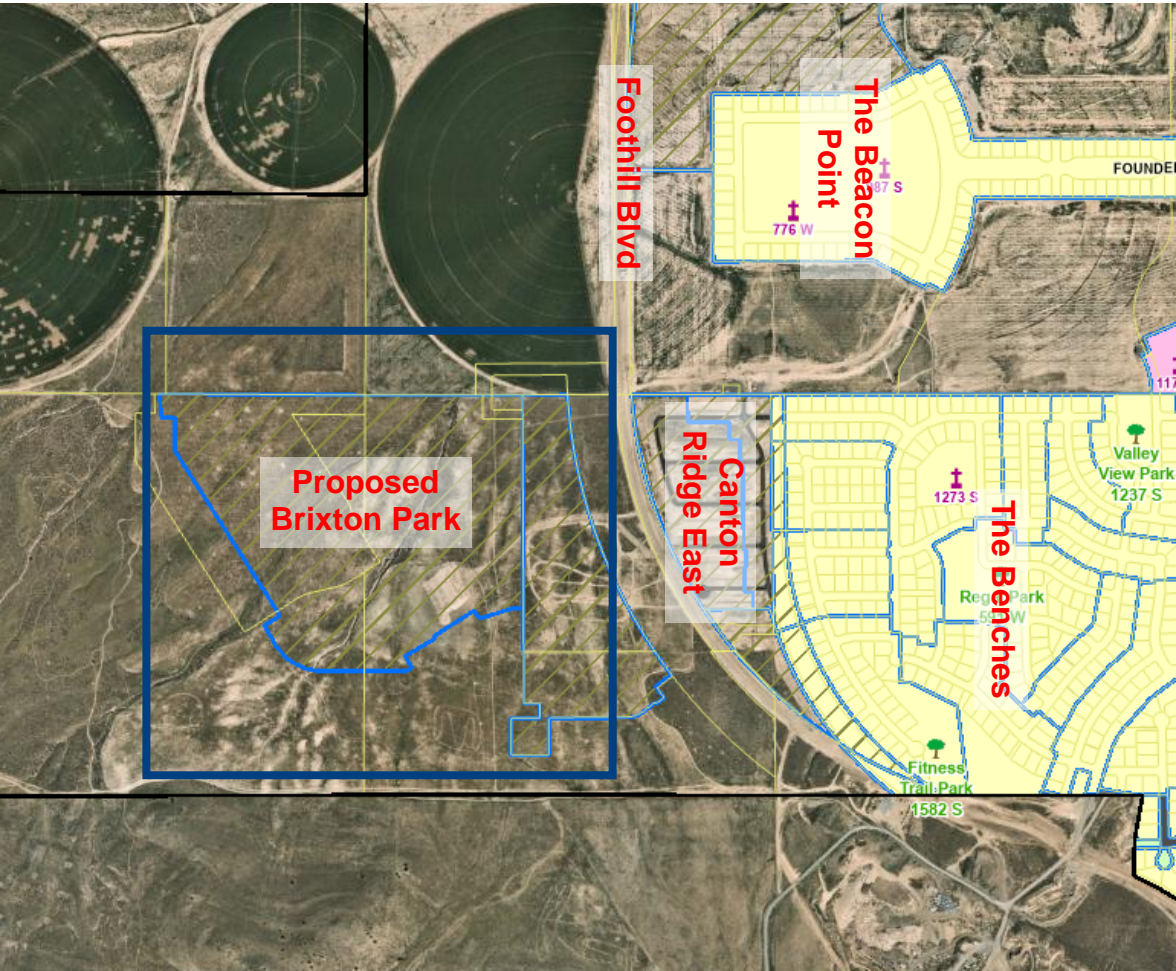
7. Existing utilities shall be moved to the required PUE's shall be shown on the plans and plat.
8. Please be advised that, only a signed reimbursement agreement approved by the City Council, as detailed in the City Engineering Standard 00500/2.3/E, can guarantee that improvements in this project are eligible for reimbursement by the City. If the applicant believes that some of the improvements in this project are eligible for reimbursement from the City, it is strongly recommended the applicant obtain a reimbursement agreement from the City before they are constructed. Constructing them without a signed reimbursement agreement in place, even if they are approved/accepted in the construction drawings, inspected by the City as they are constructed, and/or contained in the City's Capital Facilities Plans and Impact Fees Facilities Plans, is at the sole risk of the developer without any guarantee of reimbursement or any particular timing of reimbursement.
9. Developer shall install master planned utilities including the 20 inch pressure irrigation line and 16 inch drinking water line in Fallow Dr. and Circa St.
10. Developer shall follow the Brixton Park Traffic Study Summary of Key Findings & Recommendations which include:

a.

Project Conditions		
	<ul style="list-style-type: none"> <li>The development will consist of 716 single-family homes</li> <li>The project is anticipated to generate approximately 6,174 weekday daily trips, including 448 trips in the morning peak hour, and 634 trips in the evening peak hour</li> <li>Right-turn deceleration (ingress) lanes will be required at both project accesses; UDOT may also require right-turn acceleration (egress) lanes at both project accesses</li> </ul>	
2022	Background	Plus Project
Findings	• Acceptable LOS at all study intersections	• Acceptable LOS at all study intersections
2027	Background	Plus Project
Assumptions	• Foothill Boulevard two-way road	• None
Findings	• Acceptable LOS at all study intersections	• Acceptable LOS at all study intersections
2050	Background	Plus Project
Assumptions	<ul style="list-style-type: none"> <li>Foothill Freeway and frontage road system fully built</li> <li>New Foothill frontage road intersections built out to needed capacities to attain acceptable LOS</li> </ul>	• None
Findings	• Acceptable LOS at all study intersections	• Acceptable LOS at all study intersections



# EXHIBIT 2: Location & Zone Map



# EXHIBIT 3: Planning Review Checklist



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## APPLICATION REVIEW CHECKLIST

### Application Information

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<b>Date Received:</b>	03/07/22; 11/07/22; 02/03/23; 02/15/23
<b>Date of Review:</b>	<b>03/15/22; 12/12/22; 02/06/23; 02/16/23</b>
<b>Project Name:</b>	Brixton Park Phase A Subdivision
<b>Project Request / Type:</b>	Final Plat
<b>Meeting Type:</b>	Administrative
<b>Applicant:</b>	Julie Smith/Larry Myler
<b>Owner:</b>	Saratoga 262, LLC
<b>Location:</b>	West of Rocky Ridge Lane
<b>Major Street Access:</b>	Meadow Side
<b>Parcel Number(s) and size:</b>	58:041:0243, 31.46 acres
<b>Land Use Designation:</b>	Low Density Residential
<b>Parcel Zoning:</b>	R1-10
<b>Adjacent Zoning:</b>	R1-10 and Agriculture
<b>Current Use:</b>	Vacant
<b>Adjacent Uses:</b>	Residential and Agriculture
<b>Previous Meetings:</b>	None
<b>Previous Approvals:</b>	Annexation agreement approved by CC on January 4, 2022; Development Agreement and Concept Plan January 4, 2022.
<b>Type of Action:</b>	Administrative
<b>Land Use Authority:</b>	City Council
<b>Future Routing:</b>	
<b>Planner:</b>	Gina Grandpre, Senior Planner

### Section 19.13 – Application Submittal

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- Application Complete: **Yes.**
- Rezone Required: **No.**
- General Plan Amendment required: **No.**
- Additional Related Application(s) required: **Yes. Public Utility Application for the sewer line.**

### Section 19.13.04 – Process

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- DRC: 08/23/22
- Neighborhood Meeting: N/a
- PC: TBD
- CC: TBD

## General Review

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### GIS / Addressing

- See plans for redlines

### Additional Recommendations:

- [Click here to enter text.](#)

## Code Review

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- 19.04, Land Use Zones
  - Zone: R3-6 (Residential Three-Family 6,000)
  - Use: Low Density Residential

19.04.010 Requirements		R3-6	
Category To Be Reviewed	Regulation	Compliance	Findings
Maximum Units per Acre	6 unit/acre**	Complies	
Lot Size, Residential (Minimum)	6,000 sq. ft.	Complies	
Lot Size, Non-Residential (Minimum)	30,000 sq. ft.		
Footprint Development	allowed	N/A	
Building Separation - Footprint (Minimum)	10'		TBD at building permit
Project Size - Footprint (Minimum)	5 acres	Complies	
Lot Coverage (Maximum)	50%		TBD at building permit
Structure Height (Minimum)	35'		TBD at building permit
Dwelling Size (Minimum)	1,000 sq. ft.		TBD at building permit
Lot Width (Minimum)	50'	Complies	
Lot Frontage*** (Minimum)	35'	Complies	
Open Space Frontage (Minimum)	35'	Complies	
Front Setback* (Minimum)	25' to garage, 20' to front plane of building		TBD at building permit
Street Side Setback (Minimum)	20'		TBD at building permit
Interior Side Setback, Residential(Minimum)	10' between buildings, 5' between exterior walls and property lines.		TBD at building permit
Interior Side Setback, Non-Residential(Minimum)	25'	N/A	
Rear* Setback, Residential(Minimum)	20' between buildings, 20' between exterior walls and property lines.		TBD at building permit
Rear Setback, Non-Residential(Minimum)	30'	N/A	



## 19.05 Supplemental Regulations

Regulation	Compliance	Findings
<b>Flood Plain:</b> All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	Complies.	
<b>Water &amp; Sewage:</b> Each lot shall be connected to City water and sewer.	Complies.	<i>Sewer Line will need to be connected at Redwood Road. (See off-site improvement application with public works)</i>
<b>Transportation Master Plan:</b> No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	Complies.	
<b>Property Access -</b> All lots shall abut a dedicated public street or highway or a private roadway.	Complies.	
<b>Automobile Repair, Minor:</b> All vehicles that are being serviced shall be parked in either service bays or in an enclosed area such as a six-foot wall.	N/A.	
<b>Special Standards and Considerations Governing Particular Uses. Automobile refueling stations and car wash operations.:</b> Automobile refueling stations and car wash (self-serve) operations are permitted subject to the following standards: a. Gasoline pumps and pump islands for car wash operations or automobile refueling stations shall have a canopy and the setback, measured from the edge of the canopy, shall be not less than twenty-five feet from any property lines or shall be in conformity with the building setback lines of the zone, whichever is greater. b. The minimum closest distance from the automobile refueling stations or car wash with gas pumps site to an existing school, park, or playground shall not be less than 500 feet. c. No outdoor storage of rental trucks or trailers, stacks of tires, or other merchandise will be provided by the automobile refueling stations or car wash operation except when such equipment or merchandise is screened by an approved fence not less than six feet in height.	N/A.	
<b>Hotels:</b> No hotel shall be located within 500 feet of an existing school or public or private park as measured from the hotel building to the property boundary of the school or public or private park. b. No hotel shall be located within 500 feet of an existing residentially-zoned property as measured from the nearest point of the hotel building to the nearest residential zone (excluding Mixed Use and Mixed Waterfront zones). i. Exception: a residential zone may be a minimum of 300 feet from a hotel as measured from the nearest point of the hotel structure to the nearest residential zone if the hotel and residential zone are separated by a Major Arterial. c. Travel trailers, campers, and other similar recreational vehicles shall not be occupied on the premises of a hotel facility or used in any way to provide additional accommodations for the hotel occupants. d. The site plan shall be designed to allow for visibility from the public right-of-way for police officers in patrol vehicles. The City of Saratoga Springs Police Department shall provide recommendations regarding the security of the site. e. Applications shall include a security management plan that outlines how the hotel will address potential criminal activities at the site. The security management plan shall include the following: i. Outdoor lighting to remove "hiding places." Lighting for safety and security shall be	N/A.	

provided for all areas of the site that are not covered by a building, including all walkways and trash storage areas. ii. Building entrance monitoring. iii. Surveillance system that, at a minimum, covers the parking lot and registration areas.		
<b>Kennel, Private:</b> Outside runs or areas shall be a minimum of 300 feet from any dwelling other than the dwelling of the owner and the run or yard area shall be enclosed with a 6-foot sight obscuring fence. b. The structure(s) housing the animals shall be large enough to accommodate all animals and shall comply with the City noise and nuisance regulations in Title 10. c. Should the City receive complaints regarding the noise levels of the private kennel, the property owner shall retain the services of a qualified acoustical engineer if necessary to demonstrate compliance with Title 10. 5.	N/A.	
<b>Storage, Self-Storage, or Mini-Storage Units:</b> Shall not be located within ½ half mile of existing storage units.	N/A.	
<b>Vehicle Storage:</b> Vehicle Storage is permitted subject to the following standards: a. Storage areas shall be completely enclosed by a minimum six foot opaque wall or fence. b. Storage shall not occur adjacent to residential development, zone, or General Plan land use designation.	N/A.	
<b>Public and Private Utility Building or Facility and Public Building Sites:</b> a. Minimum lot size, lot width, lot frontage, lot coverage, and building size requirements do not apply to Public Utility Buildings or Facilities and Public Building Sites that are not intended for occupancy and are owned by a governmental entity or public utility company in the State of Utah. b. Utility structures and Public Buildings shall not encroach onto a public utility easement. However, this does not preclude the use of the public utility easement for service delivery. c. Setbacks: The following setbacks shall apply to buildings and structures that are not intended for occupancy. All buildings that are intended for occupancy shall comply with the setback requirements within the underlying zone. i. In residential zones, above-grade buildings and structures over 200 square feet in size and/or 15 feet in height, shall comply with the minimum front setback within the underlying zone. The side and rear setbacks shall be ten feet minimum. ii. For all other buildings and structures (including those in non-residential zones), including below-grade structures, the minimum setbacks shall be equal to the required public utility easements. d. Fencing: i. Because of security concerns or specific site or facility design, the Public Utility site or Facility or Public Building site shall not be required to have fencing or walls. 1. Vinyl-coated chain link is allowed for facilities more than 200 feet from an existing residential dwelling that is in a residential zone. Chain link fence shall be setback five feet from the right of way. 2. Notwithstanding fencing requirements contained in Chapter 19.06, barbed wire may be used in conjunction with a chain-link fence if warranted because of a legitimate security concern related to the health, safety, or general welfare of the public. 3. Vinyl-coated chain link shall be earth-tone or dark in color. ii. Installation of fencing or walls or type of fencing or walls, if used, shall be determined at the discretion of the property owner, and subject to final approval through the site plan process. Fencing shall consist of one or more of the following: masonry, wrought iron style, or steel reinforced pre-panelized polyethylene. Vinyl-coated chain link may be used subject to subsection (i). iii. If fencing or walls are used, the location shall comply with all clear sight triangle requirements. iv. Fencing or walls taller than three feet may be permitted in the front yard after review and recommendation by the Development Review Committee and subject	N/A.	

<p>to final approval through the site plan review process. v. Fences and walls that require a building permit shall not encroach onto a public utility easement, but may cross it if needed. vi. The maximum height of a utility fence or wall shall be eight feet. e. Landscaping. i. All structures intended for occupancy shall meet the landscaping requirements in Chapter 19.06. All other structures shall meet the requirements below. ii. The park strip adjacent to Public Utility Building or Facility sites and Public Building Sites shall be landscaped with trees spaced no more than 30 feet on center, rock mulch, and/or additional vegetation. iii. All tree requirements contained in Chapter 19.06 with respect to size and clear sight triangle shall apply. iv. Additional landscaping may be installed on-site at the discretion of the property owner. v. If landscaping is not used internally to the site, the ground shall be prepared to prevent weed growth. vi. Native vegetation may be used to meet the landscaping requirements in this subsection. Irrigation systems are not required if there are no reasonably available water sources and the developer successfully establishes the nonnative vegetation with other means of watering. vii. If water sources are not reasonably available, the tree requirement in this subsection shall not apply. f. Access. Access to the site is required via easements or driveways. g. Site and Architectural design. Public utility buildings and facilities and Public Buildings that are not intended for occupancy shall be exempt from Chapter 19.16, Site and Architectural design standards, and shall comply with the following requirements: i. Buildings shall be constructed of masonry with a standing seam metal roof and include an anti-graffiti coating. ii. Buildings shall include a minimum of a 4:12 gabled pitched roof. iii. Building colors shall be earth-tones. iv. Notwithstanding, nothing in this section shall preclude imposing additional conditions in order to mitigate detrimental effects to the health, safety, and general welfare of the public. v. Temporary/portable structures are prohibited, except for those used by municipalities, and shall not be required to meet the above architectural requirements in this subsection (g).</p>		
<p><b>Bars:</b> Shall meet all requirements of Title 5 of the City Code and the Alcoholic Beverage Control Act, Utah Code Title 32B. In addition, bars: a. Shall be located at least six hundred (600) feet from a residential zone as measured from property line to property line. If the bar is located on a lot with additional buildings, the distance shall be measured from the nearest point of the building to the nearest property line of a residential zone; and b. Shall be located no less than ½ mile from another bar as measured in the same manner to a residential zone.</p>	N/A.	

## 19.06 Landscaping and Fencing

### Landscape Plans

Regulation	Compliance	Findings
<b>Landscape Architect:</b> Landscaped plans shall be prepared by a licensed landscape architect.	Complies.	
<b>Existing Conditions:</b> Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	Complies.	
<b>Planting Plan:</b> Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	Complies.	



<b>Plants:</b> The name (both botanical and common name), quantity, and size of all proposed plants.	<b>Complies.</b>	
<b>Topography:</b> Existing and proposed grading of the site indicating contours at two-foot intervals.	<b>Complies.</b>	
<b>Irrigation:</b> Irrigation plans showing the system layout and details.	<b>Complies.</b>	
<b>Fencing:</b> Location, style, and details for proposed and existing fences and identification of the fencing materials.	<b>Complies.</b>	
<b>Data Table:</b> Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	<b>Complies.</b>	
<b>Completion of Landscape Improvements:</b> All required landscaping improvements shall be completed in accordance with the approved site plan, subdivision plat, landscape plan, irrigation plan, or other approval and shall be bonded for in accordance with Section 19.12.05.	Item.	<i>TBD at final inspection.</i>
<b>Planting Standards</b>		
<b>Deciduous Trees:</b> Minimum 2" in caliper.	<b>Complies.</b>	
<b>Evergreen Trees:</b> Minimum 6' in height.	<b>Complies.</b>	
<b>Tree Base Clearance:</b> 3' diameter around every tree must be kept clear of turf and rock mulch. In parking lot islands and other narrow strips where turf two feet or less in width would otherwise occur, this clear area may be reduced to 2'.	<b>Complies.</b>	
<b>Shrubs:</b> 25% of required shrubs must be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size.	<b>Complies.</b>	
<b>Turf:</b> No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	<b>Complies.</b>	
<b>Artificial Turf :</b> Shall require a building permit shall meet the following requirements with documentation provided by home owner or contractor: <ul style="list-style-type: none"> <li>i. Artificial turf shall have a minimum eight-year “no-fade” warranty;</li> <li>ii. Multi-color blend needed to mimic real grass</li> <li>iii. Must be installed according to manufacturer’s instructions;</li> <li>iv. Minimum pile height shall be 1.5 inches, minimum face/pile weight shall be at least 50 oz. per square yard, and water permeability shall be at least 19 inches per hour;</li> <li>v. Landscape plan shall provide for a minimum of 25 percent live vegetation coverage to comply with residential front and/or street side yard landscape standards;</li> <li>vi. Landscaping shall maintain a five-foot diameter around trees free from roc, debris, or artificial turf;</li> <li>vii. Rubber or inorganic infill is prohibited while organic infill is permitted;</li> <li>viii. The term “artificial turf” shall not be construed to include artificial trees, shrubs or bushes; and</li> <li>ix. Storm water runoff shall be maintained on-site.</li> </ul>	<b>Complies.</b>	
<b>Drought Tolerant Plants:</b> 50% of all trees and shrubs shall be drought tolerant.	<b>Complies.</b>	
<b>Rock Mulch:</b> Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	<b>Complies.</b>	

Design Requirements		
<b>Evergreens:</b> Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	Complies.	
<b>Softening of Walls and Fences:</b> Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	Complies.	
<b>Planting and Shrub Beds:</b> Planting and shrub beds are encouraged to be used in order to conserve water.	Complies.	
<b>Water Conservation:</b> Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	Complies.	
<b>Energy Conservation:</b> Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	Complies.	
<b>Placement:</b> Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	Complies.	
<b>Trees and Power Poles:</b> No trees shall be planted directly under or within 10' of power lines, poles, or utility structures unless: <ol style="list-style-type: none"> <li>The Land Use Authority gives its approval.</li> <li>The Power Company or owner of the power line gives written consent.</li> <li>The maximum height or width at maturity of the tree species planted is less than 5' to any pole, line, or structure.</li> </ol>	Complies.	
Preservation of Existing Vegetation		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	Complies.	
<b>Tree Preservation:</b> Existing mature evergreen trees of 16' in height or greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	Complies.	
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	Complies.	
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	Complies.	
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	Complies.	
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	Complies.	
Planter Beds		
<b>Weed Barrier:</b> A high quality weed barrier or pre-emergent shall be used.	Complies.	
<b>Materials:</b> High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	Complies.	
<b>Edging:</b> Concrete edging must be used to separate planter and turf areas in all non-residential zones.	Complies.	
<b>Drip Lines:</b> Drip lines must be used in planter beds.	Complies.	
Fencing and Screening		

<b>Front Yards:</b> Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	N/A.	<i>TBD at building permit</i>
<b>Clear Sight Triangle:</b> All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised and comply with AASHTO Standards.	Complies.	
<b>Required Residential Fencing:</b> Fencing in residential development shall be placed along property lines abutting open space, parks, canals, and trails. In addition, fencing may also be required adjacent to undeveloped properties.	Complies.	
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	Complies.	
Fencing along arterial roads shall be of a consistent material and color within each development.	Complies.	
Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	Complies.	
<b>Screening at Boundaries of Residential Zones:</b> For residential developments abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	Complies.	
<b>Amount of Required Landscaping</b>		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be required to be landscaped per the definition of Landscaping in Section 19.02 in all land use zones.	Complies.	
Multi-family, common space not including parks, and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	N/A.	
At least 50% of the landscaped area shall be covered with live vegetation at maturity, including shrubs, grasses, flowers, tree and shrub canopies and other live vegetation. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	Complies.	

<b>19.09 Off Street Parking</b>		
<b>General Provisions</b>		
<b>Regulation</b>	<b>Compliance</b>	<b>Findings</b>
<b>Materials:</b> Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	Complies.	
<b>Parking Area Access:</b> Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	Complies.	
<b>Sidewalk Crossing:</b> All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	Complies.	
<b>Cross Access:</b> Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	Complies.	

<b>Lighting:</b> Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	<b>Complies.</b>	
<b>Location of Parking Areas:</b> Required off-street parking areas for non-residential uses shall be placed within 600' of the main entrance to the building. Unenclosed parking for residential areas shall not be provided in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing	<b>Complies.</b>	
<b>Curb Cuts and Shared Parking:</b> In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other facilities that will result in a safer, more efficient parking and circulation pattern.	<b>Complies.</b>	
<b>Parking Requirements and Shared Parking</b>		
Available on-street parking shall not be counted towards meeting the required parking stalls.	<b>Complies.</b>	
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	<b>Complies.</b>	
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	<b>Complies.</b>	
When a development contains multiple uses, more than one parking requirement may be applied.	<b>Complies.</b>	
Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.	<b>Complies.</b>	
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	<b>Complies.</b>	
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	<b>Complies.</b>	
Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: <ol style="list-style-type: none"> <li>1. the intensity of the proposed use;</li> <li>2. times of operation and use;</li> <li>3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking;</li> <li>4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below;</li> <li>5. the number of employees;</li> <li>6. the number of customers and patrons;</li> <li>7. trip generation; and</li> <li>8. peak demands.</li> </ol>	<b>Complies.</b>	
Up to 25% of required parking may be shared with an adjacent use upon approval by the Land Use Authority. The developer must provide: <ol style="list-style-type: none"> <li>a. an agreement granting shared parking or mutual access to the entire parking lot; and</li> <li>b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.</li> </ol>	<b>Complies.</b>	

Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.	<b>Complies.</b>	
<b>Landscaping in Parking Areas</b>		
All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30' between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.	<b>Complies.</b>	
All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6" higher than the parking surface.	<b>Complies.</b>	
Clear Sight Triangles must be followed.	<b>Complies.</b>	
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	<b>Complies.</b>	
On doubled rows of parking stalls, there shall be one 36' x 9' landscaped island on each end of the parking rows, plus one 36' x 9' landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	<b>Complies.</b>	
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6' from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9' of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.	<b>Complies.</b>	
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	<b>Complies.</b>	



## Requirements of Development Activity, Subdivision, and Site Plan

Regulation	Compliance	Findings
<p><b>Grading and Drainage Plan:</b> A Grading and Drainage Plan shall be prepared by an engineer, land surveyor, or landscape architect licensed by the State of Utah. Such plan shall comply with applicable provisions of the City's Engineering Standards.</p> <ol style="list-style-type: none"> <li>i. A slope classification map and analysis for the development site. Two maps shall be prepared. The first shall represent the pre-development slope districts and the second shall represent post-development slope districts.</li> <li>ii. Balanced cut and fill shall be implemented to the maximum extent practicable. Balanced cut and fill measures include the following: 1. avoiding stockpiling material on-site; and 2. minimizing the export and import of material.</li> <li>iii. All roof drainage that cannot be drained to a roadway or approved drainage system shall be managed on site via Low Impact Development principles, per City storm water regulations.</li> <li>iv. Topsoil stockpile areas shall be designated.</li> <li>v. Access or haul road locations, designs, and maintenance requirements shall be designated on the grading plan.</li> <li>vi. A written statement addressing the Hillside Development Guidelines found in 19.10.05 of this Chapter shall be submitted with the grading plan.</li> </ol>	<p><b>Complies.</b></p>	
<p><b>Slope Protection Plan and Requirements:</b> A Slope Protection Plan shall be prepared by an engineer, land surveyor, or landscape architect licensed by the State of Utah and shall identify areas within the project with contiguous slopes greater than 30 percent that are required to be protected from disturbance. These areas may be located within lots if the provisions of this chapter can be met, otherwise they shall be placed in protected open space. In either case, these areas shall be identified on the development application, subdivision plan, site plan, and building plan as areas that may not be disturbed. The following standards apply to the slope protection plan:</p> <ol style="list-style-type: none"> <li>i. Provide a detailed slope map derived from a physical survey no older than 5 years with a minimum of two-foot contour intervals.               <ol style="list-style-type: none"> <li>1. The map shall identify all disturbed and undisturbed areas.</li> <li>2. The map shall include a color legend of the site slope percentages in increments of 0-14.99 percent, 15-29.99 percent, and 30 percent or greater.</li> </ol> </li> <li>ii. Contiguous slopes of 30 percent or greater are to be protected, except for the following exceptions:               <ol style="list-style-type: none"> <li>1. Areas with slopes that exceed 30 percent may be disturbed if:                   <ol style="list-style-type: none"> <li>A. They are smaller than one-half (0.50) acre in size;</li> <li>B. They are isolated from other areas that exceed 30 percent;</li> <li>C. They are less than 100 feet in length and width; and</li> <li>D. Their disturbance or removal will not create unstable geologic or drainage conditions that result in damage to public or private property.</li> </ol> </li> <li>2. Man-made slopes exceeding 30 percent may be disturbed if it is determined, per the geotechnical report, that the change in grade will restore the area and will improve the stability of a previously disturbed area.</li> </ol> </li> </ol>	<p><b>Complies.</b></p>	

<p>3. Prior to disturbance of the slope a geotechnical report shall be prepared by a licensed engineer and shall be approved by the City Engineer, along with a grading plan.</p>		
<p><b>Vegetation Preservation and Slope Stabilization Plan:</b> A Slope Stabilization Plan shall be prepared by a qualified professional licensed by the state of Utah and shall contain all of the following:</p> <ul style="list-style-type: none"> <li>i. Location of existing vegetation on the development site, including noxious and invasive weeds, and areas of native vegetation to be preserved, containing the following details: <ul style="list-style-type: none"> <li>1. A delineation of the area to be developed or remain permanent native open space; An inventory or survey of the vegetation species or a subset of species (such as noxious weeds) present;</li> <li>2. A map showing the area and the location of populations of each species; and</li> <li>3. A characterization of each identified plant species as native versus non-invasive or noxious.</li> </ul> </li> <li>ii. For open space or common area of the development proposed to remain native and cleared of existing vegetation possessing erosion control characteristics at least equal to the existing native vegetation, which was removed, in compliance with the Engineering Standards. Existing non-invasive vegetation shall be replaced in kind;</li> <li>iii. A plant schedule listing the plant species and seed mixes to be used for revegetation in accordance with City standards for revegetation species;</li> <li>iv. A plan showing how the planting and installation of revegetation will be supervised by a person or firm having expertise in the practice of revegetation (e.g., licensed landscape architects) and how the revegetation will be protected with mulch and fertilized and watered in conjunction with a planting and maintenance schedule;</li> <li>v. Slope stabilization and erosion control measures while new vegetation is being established;</li> <li>vi. Temporary irrigation as needed until established;</li> <li>vii. Plans shall comply with Utah Wildlife-Urban Interface Code.</li> </ul>	<p><b>Complies.</b></p>	
<p><b>Geology Report:</b> A Geology Report shall be prepared by a Geotechnical Engineer or Geologist licensed by the State of Utah. A geologic map shall accompany the report. Mapping shall reflect careful attention to the rock composition, structural elements, and surface or subsurface distribution of the earth materials exposed or inferred within both bedrock and surficial deposits. The map shall clearly distinguish the difference between observed and inferred features or relationships. The Geology Report shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>i. Identification of any zones of deformation with respect to active faults and other mass movements of soil and rock;</li> <li>ii. Alluvial fans and other areas with debris and flood flow hazards;</li> <li>iii. Identification of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of the site;</li> <li>iv. Active or inactive landslide areas;</li> <li>v. Identification of all rock fall zones; and</li> </ul>	<p><b>Complies.</b></p>	

<p>vi. Written recommendations for construction of proposed structures or public improvements to minimize or avoid impacts of potential geological hazards (as prepared by a Geotechnical Engineer).</p>		
<p><b>Fire Protection Report:</b> A Fire Protection Report, approved by the Fire Marshall, shall be prepared to assess fire probability and potential hazards. The plan shall be prepared by a person or agency qualified by training and experience and approved by the City Fire Marshall. The Fire Protection Report is a separate and independent obligation from the Fire Protection Plan that may be required by the Fire Marshall or Building Official in the Wildland-Urban Interface Code, Fire Code, or Building code. The Fire Protection Report shall include the following:</p> <ul style="list-style-type: none"> <li>i. The width and approximate location of any easement required for access of fire protection equipment;</li> <li>ii. The width and approximate location of recommended fuel breaks on the development site; and</li> <li>iii. A letter from the Fire Marshall specifying required fire protection measures and fire suppression flow.</li> </ul>	<p><b>Complies.</b></p>	
<p><b>Physical Constraints Report:</b> A report prepared by a licensed geologist or geotechnical engineer demonstrating that buildings, structures, or building envelopes shall not be placed on or within any of the following areas:</p> <ul style="list-style-type: none"> <li>i. Natural or manmade slopes exceeding 30 percent with the exception of terracing to accommodate walk-out basements;</li> <li>ii. Within the distance recommended by the Geology Report of any fault line;</li> <li>iii. Area considered as navigable, interstate waters, or areas having an significant nexus to such waters per federal law, within the jurisdiction of the United States or State of Utah such as wetlands, drainages, streams, rivers, and lakes, whether or not ephemeral, without the proper permits (or letter exempting the area from such jurisdiction) through the Utah Division of Water Rights and United States Army Corps of Engineers or other state or federal entity having jurisdiction;</li> <li>iv. landscape hazard areas, except that lots, but not buildings or building envelopes, may be included in landslide areas if supported by the required geotechnical report;</li> <li>v. an area of flood hazard as defined and specified in Chapter 18.02;</li> <li>vi. areas of springs, seeps, or surface water areas. <ul style="list-style-type: none"> <li>1. These areas are defined as follows: <ul style="list-style-type: none"> <li>A. Spring: A spring is any natural situation where water flows from an aquifer.</li> <li>B. Seep: A seep is a moist or wet place where water, usually ground, reaches the earth's surface from an underground aquifer.</li> <li>C. Surface water areas: Surface water is water on the surface such as in a river, lake, or wetland.</li> </ul> </li> </ul> </li> <li>vii. existing or master planned detention basins, roads, and utility corridors.</li> </ul>	<p><b>Complies.</b></p>	

19.11 Lighting		
General Standards		
Regulation	Compliance	Findings
<b>Material:</b> All Lighting Fixtures and assemblies shall be metal.	Complies.	
<b>Base:</b> All lighting poles shall have a 16" decorative base.	Complies.	
<b>Type:</b> All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	Complies.	
<b>Angle:</b> Shall be directed downward.	Complies.	
<b>Lamp:</b> Bulbs may not exceed 4000k.	Complies.	
<b>Drawings:</b> Design and location of fixtures shall be specified on the plans.	Complies.	
<b>Flags:</b> The United States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	N/A.	
<b>Prohibited Lighting:</b> Searchlights, strobe lights and any laser source light or any similar high intensity light.	Complies.	
<b>Descriptions:</b> Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Complies.	
Residential Lighting		
<b>Floodlights:</b> Floodlights are prohibited.	N/A.	<i>None proposed</i>
<b>Street Lighting:</b> All street lighting fixtures shall be metal and black and also include an arm and bell shade or a pole and lantern configuration and meet the City Standards.	Complies.	
<b>Building Lighting:</b> Building lighting shall be full cutoff and downward directed, and only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	N/A.	<i>None proposed</i>
<b>Single Family:</b> Homes located less than one half mile from Camp Williams shall have full cutoff lighting that does not exceed 90, and no upward lighting is permitted.	N/A.	<i>TBD with building permit</i>
Lighting Plan		
Plans indicating the location and types of illuminating devices on the premises.	Complies.	<i>See civil drawings for street lights.</i>
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Complies.	<i>See civil drawings for street lights.</i>
Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	N/A.	<i>Not required for residential subdivision.</i>
Plans providing information required in the Technical Standards and Specifications Manual.	Complies.	<i>See civil drawings for street lights.</i>

19.12 Subdivision		
Preliminary Plat Requirements		
Regulation	Compliance	Findings
Standard Plat Format followed.	Complies.	
Name and address of property owner and developer.	Complies.	
Name of land surveyor.	Complies.	
The location of proposed subdivision with respect to surrounding property and street.	Complies.	

The name of all adjoining property owners of record, or names of adjoining developments.	<b>Complies.</b>	
The names and location of ROW widths of adjoining streets and all facilities within 100' of the platted property.	<b>Complies.</b>	
Street and road layout with centerline bearing and distance labels, dimensions, and names of existing and future streets and roads, (with all new names cleared through the City GIS Department).	<b>Complies.</b>	
Subdivision name cleared with Utah County.	<b>Complies.</b>	
North arrow.	<b>Complies.</b>	
A tie to a permanent survey monument at a section corner.	<b>Complies.</b>	
The boundary lines of the project with bearings and distances and a legal description.	<b>Complies.</b>	
Layout and dimensions of proposed lots with lot area in square feet.	<b>Complies.</b>	
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	<b>Complies.</b>	
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	<b>Complies.</b>	
Proposed road cross sections.	<b>Complies.</b>	
Proposed fencing.	<b>Complies.</b>	
Vicinity map.	<b>Complies.</b>	
All required signature blocks are on the plat.	<b>Complies.</b>	
Prepared by a professional engineer licensed in Utah.	<b>Complies.</b>	
Proposed methods for the protection or preservation of sensitive lands.	<b>Complies.</b>	
Location of any flood plains, wetlands, and other sensitive lands.	<b>Complies.</b>	
Location of 100-year high water marks of all lakes, rivers, and streams.	<b>Complies.</b>	
Projected Established Grade of all building lots.	<b>Complies.</b>	
A data table. 1. total project area; 2. total number of lots, dwellings, and buildings; 3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor; 4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces; 5. percentage of buildable land; 6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area; 7. area and percentage of open space or landscaping; 8. area to be dedicated as right-of-way (public and private); 9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).	<b>Complies.</b>	
<b>Phasing Plan:</b> Including a data table with the following Information for each phase: i. Subtotal area in square feet and acres; ii. number of lots or dwelling units; iii. open space area and percentage; iv. utility phasing plan; v. number of parking spaces; vi. recreational facilities to be provided; vii. overall plan showing existing, proposed, and remaining phases.	<b>N/A.</b>	<i>None provided</i>
<b>Final Plat Requirements</b>		
Subdivision name and location.	<b>Complies.</b>	
Standard Plat Format followed.	<b>Complies.</b>	
Name and address of property owner and developer.	<b>Complies.</b>	



Name of land surveyor.	<b>Complies.</b>	
The location of proposed subdivision with respect to surrounding property and street.	<b>Complies.</b>	
The name of all adjoining property owners of record, or names of adjoining developments.	<b>Complies.</b>	
The names and location of ROW widths of adjoining streets and all facilities within 100' of the platted property.	<b>Complies.</b>	
North arrow.	<b>Complies.</b>	
A tie to a permanent survey monument at a section corner.	<b>Complies.</b>	
The boundary lines of the project with bearings and distances and a legal description with total project area in SF and acres.	<b>Complies.</b>	
Layout and dimensions of proposed lots with lot area in square feet and acres. Lot boundaries shall include dimensions and bearings.	<b>Complies.</b>	
Lot Numbers.	<b>Complies.</b>	
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	<b>Complies.</b>	
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	<b>Complies.</b>	
Proposed road ROW widths.	<b>Complies.</b>	
Vicinity map.	<b>Complies.</b>	
All required signature blocks are on the plat.	<b>Complies.</b>	
Prepared by a professional engineer licensed in Utah.	<b>Complies.</b>	
Proposed methods for the protection or preservation of sensitive lands.	<b>Complies.</b>	
Fencing plans.	<b>N/A.</b>	<i>Not needed on final plat</i>
Location of any flood plains, wetlands, and other sensitive lands.	<b>Complies.</b>	
Flood plain boundaries as indicated by the Federal Emergency Management Agency as well as the location of 100-year high water marks of all lakes, rivers, and streams.	<b>Complies.</b>	
Existing and Proposed easements.	<b>Complies.</b>	
Street monument locations.	<b>Complies.</b>	
Lot and road addresses and addresses for each intersection. Road names shall be approved by the City GIS department before being added to the subdivision plat.	<b>Complies.</b>	
A data table. <ol style="list-style-type: none"> <li>1. total project area;</li> <li>2. total number of lots, dwellings, and buildings;</li> <li>3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor;</li> <li>4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces;</li> <li>5. percentage of buildable land;</li> <li>6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area;</li> <li>7. area and percentage of open space or landscaping;</li> <li>8. area to be dedicated as right-of-way (public and private);</li> <li>9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).</li> </ol>	<b>Complies.</b>	
<b>Phasing Plan:</b> Including a data table with the following Information for each phase: <ol style="list-style-type: none"> <li>i. Subtotal area in square feet and acres;</li> <li>ii. number of lots or dwelling units;</li> <li>iii. open space area and percentage;</li> <li>iv. utility phasing plan;</li> <li>v. number of parking spaces;</li> </ol>	<b>N/A.</b>	<i>None shown</i>

vi. recreational facilities to be provided;		
vii. overall plan showing existing, proposed, and remaining phases.		
<b>Developer shall ensure all rollback taxes are paid prior to recordation.</b>	<b>Can Comply</b>	<i>TBD at recordation</i>
<b>Subdivision Layout</b>		
<b>Layout:</b> The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	<b>Complies.</b>	
<b>Block Length:</b> The maximum length of blocks shall be 1,000'. In blocks over 800' in length, a dedicated public walkway through the block at approximately the center of the block will be required.	<b>Complies.</b>	
Such a walkway shall not be less than 15' in width unless otherwise approved by the City in accordance with other applicable standards approved by the City Council.	<b>Complies.</b>	
<b>Connectivity:</b> The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	<b>Complies.</b>	
<b>Mailboxes:</b> Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.	<b>Complies.</b>	
<b>Private Roads:</b> Private roads may be constructed as approved as part of the Preliminary Plat approval and so long as such roads meet the same standards identified in the Saratoga Springs Standard Street Improvement Details.	<b>Complies.</b>	
<b>Access:</b> Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways shall not be placed on the intersecting road within 100' of the arterial connection.	<b>Complies.</b>	
Two separate means of vehicular access onto a collector or arterial road shall be required to be constructed to City road standards when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed thirty. <b>Access Exception:</b> Where no point of second access is available within 500' and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.	<b>Complies.</b>	
Where two means of access are required, the points of access shall be placed a minimum of 500' apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way.	<b>Complies.</b>	
<b>Shared Driveways:</b> Shared driveways shall be a minimum of 26' in width and shall direct all runoff to a public or private drainage system. All dwellings on shared driveways shall provide enclosed garages or other covered parking. Shared driveways accessing more than four dwellings shall also provide a minimum of 25' of parking space between the garage and shared driveway. Shared driveways with four or fewer dwellings, if not providing a minimum of 20' of parking space, shall install a remote garage door opener prior to issuance of Certificate of Occupancy. All requirements of the Fire Code shall also be met.	<b>Complies.</b>	
<b>Lot Design</b>		
All subdivisions shall result in the creation of lots that are developable and capable of being built upon. A subdivision shall not create lots that	<b>Complies.</b>	

would make improvement impractical due to size, shape, steepness of terrain, location of watercourses, sanitary sewer problems, driveway grades, or other physical constraints and considerations.		
All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.	<b>Complies.</b>	
Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria: i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots; ii. For subdivisions with 50 or less lots: no more than 7.5% (rounding down) of the total lots are allowed to be flag lots; and iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.	<b>N/A.</b>	<i>None shone</i>
Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way. In no case may land dedicated for public roads and rights-of-way be included in the area calculation of any lots, except for non-conforming lots.	<b>Complies.</b>	
Side property lines shall be at approximately right angles to the street line or radial to the street line.	<b>Complies.</b>	
Corner lots for residential use shall be 10% larger than the required minimum lot.	<b>Complies.</b>	
No lot shall be created that is divided by a municipal or county boundary line.	<b>Complies.</b>	
Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the Land Use Authority.	<b>Complies.</b>	
Double access lots are not permitted with the exception of corner lots.	<b>Complies.</b>	
Driveways for residential lots or parcels shall not be allowed to have access on major arterials. <b>Exception:</b> Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150' from the arterial roadway. Approval by UDOT may be required.	<b>Complies.</b>	
All subdivisions along arterial roadways shall conform to the City's requirements and adopted street cross-section including pedestrian walkways, park strips, landscaping, and fencing.	<b>Complies.</b>	

<b>19.13 Process</b>	
<b>Regulation</b>	<b>Findings</b>
Neighborhood Meeting.	N/A
Notice/Land Use Authority.	Preliminary Plat – City Council; Final Plat – Planning Director
Master Development Agreement.	Yes
Phasing Improvements.	None
Payment of Lieu of Open Space.	N/A      Amount of \$: <a href="#">Click here to enter text.</a>
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.

Burial of Overhead Utility Lines	See Section 19.13.10
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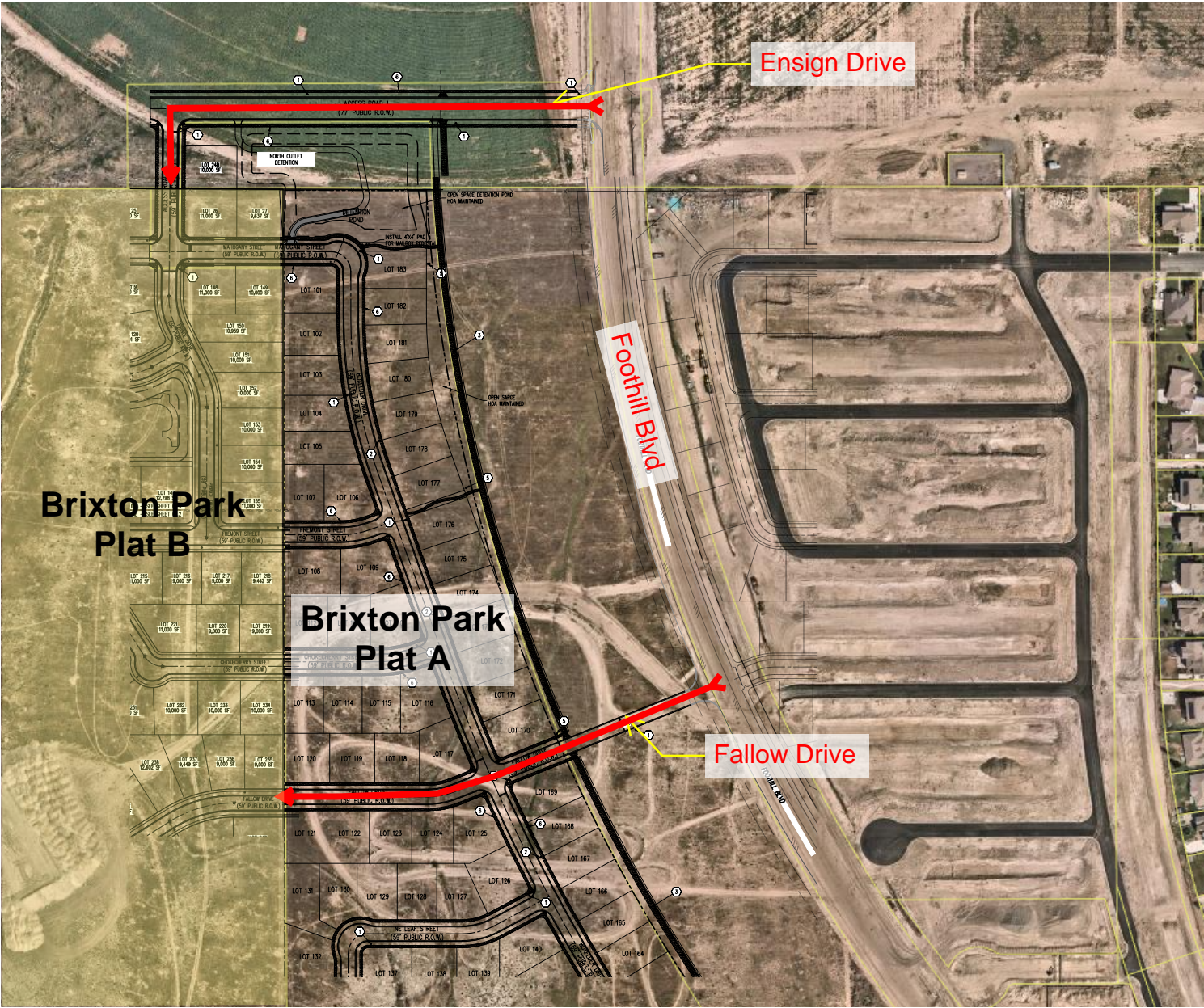
19.19 Open Space		
Minimum Required Open Space		
Regulation	Compliance	Findings
<b>Open Space Required:</b> A minimum of one Equivalent Acre of park space is required for every 40 residential units in a development, or fraction thereof.	Complies.	
<b>Minimum Percentage by Development:</b> In addition to the minimum Equivalent Acres, to ensure a livable community, in no case shall the percentage of total open space acreage provided in the following types of development be less than the listed percentage: <ul style="list-style-type: none"> <li>a. Single family developments: 10% of overall development acreage</li> <li>b. Multi-family developments: 15% of overall development acreage</li> <li>c. Mixed Use and Mixed Waterfront developments: 25% of overall development acreage</li> <li>d. Developments with both single family and multi-family: combination of the requirement based on the acreage for each type of housing.</li> </ul>	Complies.	
<b>Other Limitations:</b> In no case may the cumulative total of the following categories qualify for more than 50% of a development's Equivalent Acre requirement. <ul style="list-style-type: none"> <li>i. Unimproved, not Sensitive Lands</li> <li>ii. Open space with no access</li> </ul>	Complies.	
Minimum Required Amenities		
<b>Minimum Points:</b> Minimum required points are based on the number of required Equivalent Acres provided in a contiguous park and are outlined in the table in 19.19.05(2).	Complies.	372 Amenity Points Required; 443.988 Provided
<b>Mixture of Amenities and Required Amenities:</b> All parks are required to provide a mixture of amenities, including at least one separate item each from Categories C, D, and E.	Complies.	
No more than 25% of the points may be met by one specific item type in any one category.	Complies.	
All parks over 5 Equivalent Acres are also required to provide at least one item from Category A or B, and three items from category P, and a minimum one toilet restroom per each 5 acres or fraction thereof.	Complies.	
Items in Categories A and B may qualify for impact fee credits, if identified in the Parks and Trails Master Plan.	Complies.	
Payment in Lieu of Open Space		
<b>Applicability:</b> the City's Payment in Lieu of Open Space Program may be utilized for all or a portion of the requirement for developments that meet one or more of the following criteria: <ul style="list-style-type: none"> <li>i. any single-family development where a minimum of 75% of the lots are 10,000 square feet or larger, or</li> <li>ii. any single-family development with a park requirement of less than one acre, or</li> <li>iii. any development in the MW zone where such fee will aid in the creation of large clustered open spaces near the waterfront, or</li> <li>iv. that portion of a development that is located within ¼ mile of an existing improved regional public park.</li> </ul>	N/A.	
<b>Total Cost:</b>	N/A.	

1. The City shall maintain an annually updated list of land values for the cost of a non-sensitive developable acre, and apply the land value to the required Equivalent Acres for which the applicant desires to pay a fee in lieu. 2. The City shall calculate the minimum required points per this chapter, and multiply the points by \$2,000 to determine the cost of the minimum required open space improvements, including landscaping, parks, trails, and other amenities.		
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Fiscal Impact	
Regulation	Findings
Is there any City maintained open space?	<i>None</i>
What is the anticipated cost to the City?	<i>Public Right of Ways</i>
When will City maintenance begin?	<i>Upon City Acceptance of Improvements</i>



# EXHIBIT 4: Road Access





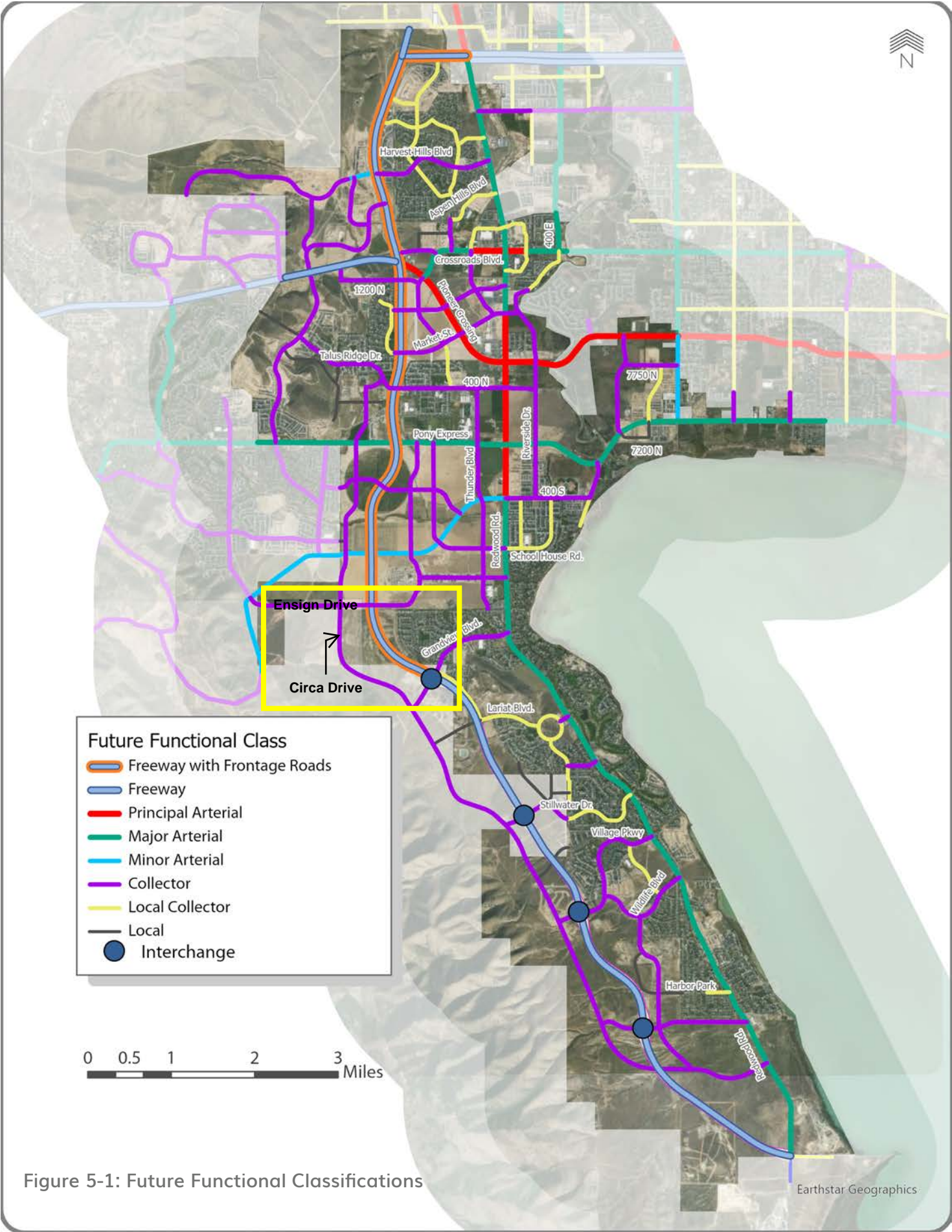
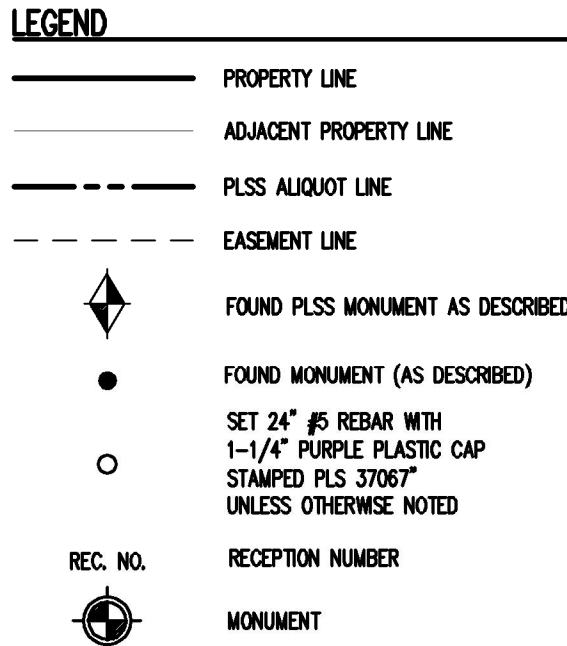
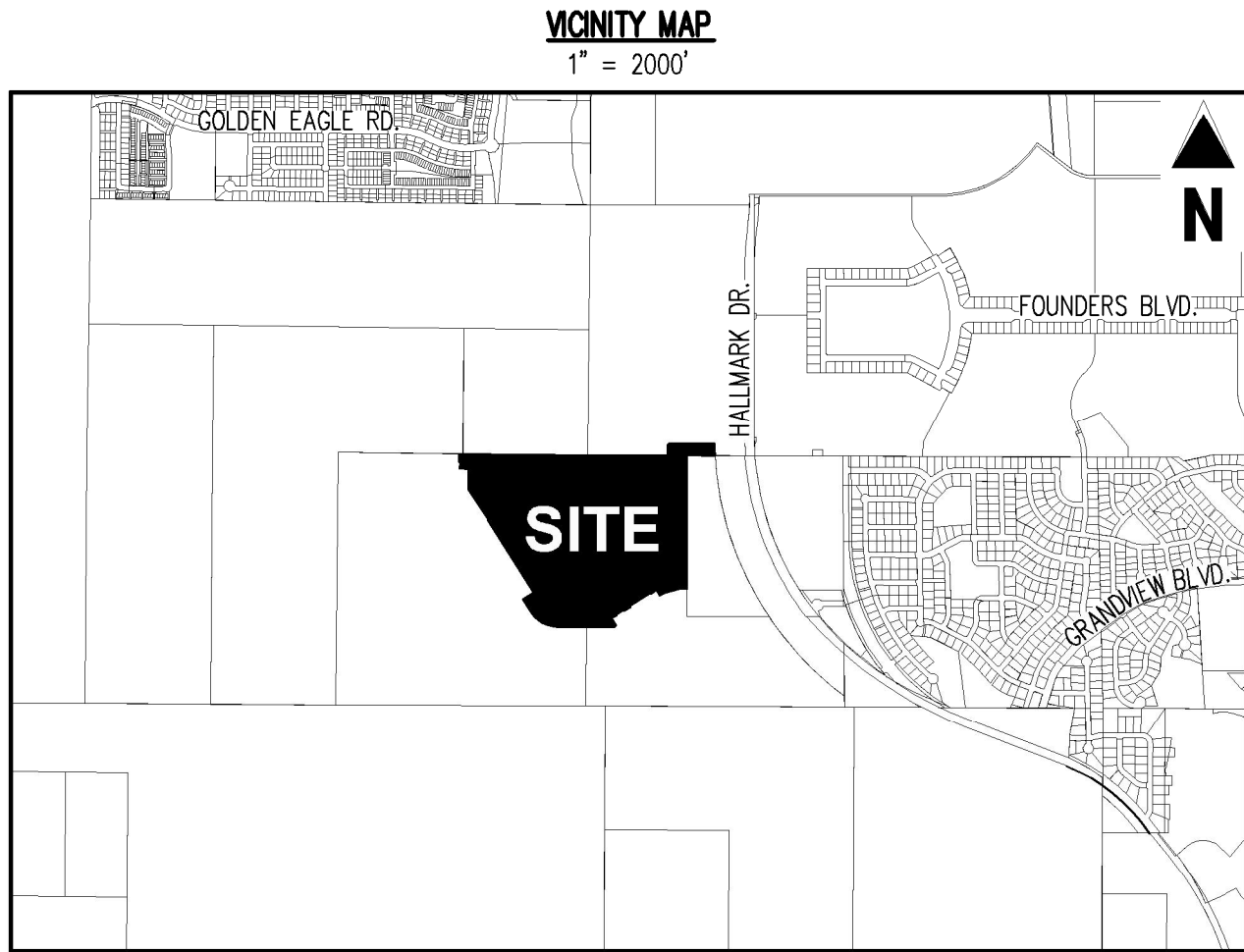


Figure 5-1: Future Functional Classifications



EXHIBIT 7: Preliminary Plat



BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



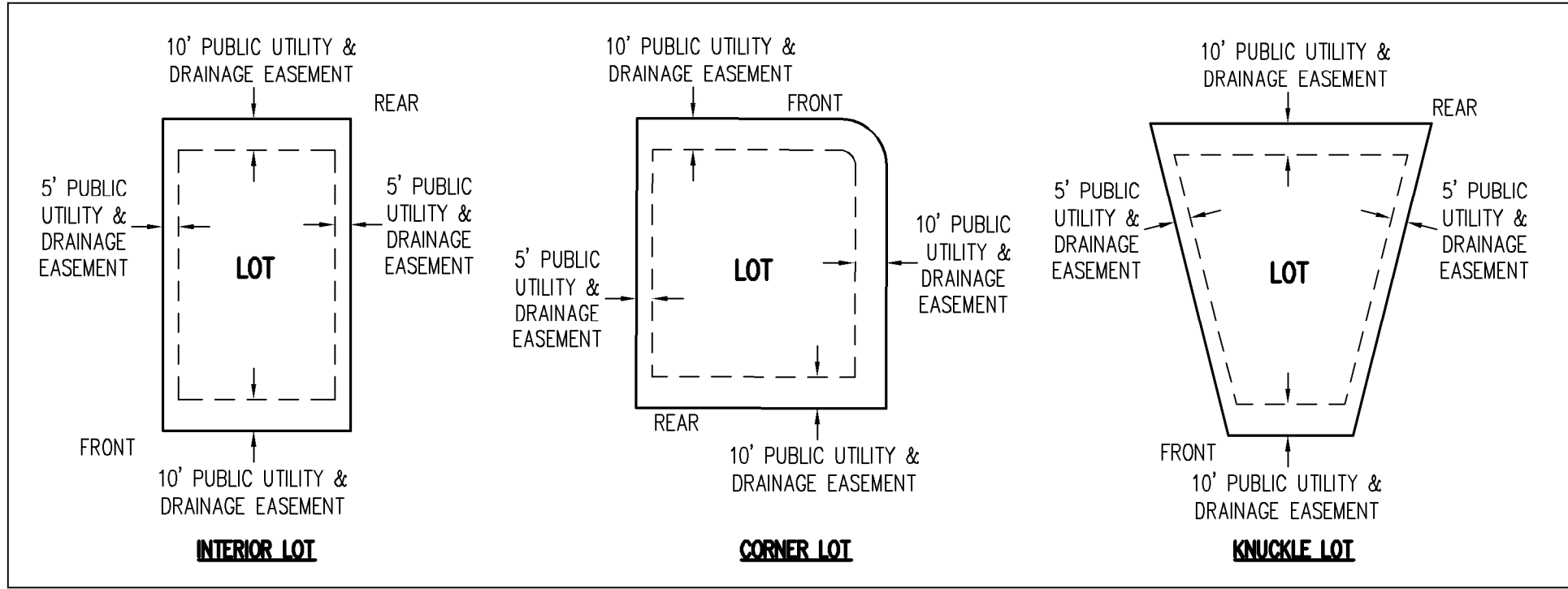
BRIXTON PARK DEVELOPMENT

INFORMATION	LOTS	ACREAGE	SQ. FT.	NET DENSITY DWELLING BY ACRE	OPEN SPACE%
BRIXTON PARK A	83	29.84	1,299,962	2.78	7.8%
BRIXTON PARK B	248	79.02	3,442,044	3.13	15.3%
TOTAL	331	108.86	4,742,006	3.04	13.1%
REMAINING	467	219.14	9,545,674		
BRIXTON PARK OVERALL	798	328	14,287,680	3 UNITS PER ACRE	

DATA TABLE

INFORMATION	AC	SQ. FT.	%TOTAL	#	NOTES
TOTAL PROJECT AREA	79.02	3,442,044	100		
SENSITIVE LANDS	0.00	0	0		
COMMON OPEN SPACE	11.89	518,286	15.3		
BUILDABLE LAND	45.08	1,963,629	57.1		
ROW AREA	21.81	950,129	27.6		
LOTS				248	
NET DENSITY DWELLING BY ACRE				3.13	

TYPICAL LOTSETBACKS & EASEMENT DETAILS



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

ROCKY MOUNTAIN POWER COMPANY

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

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

ROCKY MOUNTAIN POWER

DOMINION ENERGY QUESTAR CORPORATION

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

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

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DEVELOPER:

SARATOGA 262 PARTNERS  
LARRY MYLER  
10771 S. RIPPILING BAY  
SOUTH JORDAN, UT 84009

ENGINEERING:

GALLOWAY & COMPANY  
2015 W. GROVE PKWY, SUITE H  
PLEASANT GROVE, UT 84062

CENTURY LINK

APPROVED

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

CENTURY LINK

COMCAST CABLE TELEVISION

APPROVED

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

COMCAST CABLE TELEVISION

PLANNING DIRECTOR

APPROVED BY PLANNING DIRECTOR

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

PLANNING DIRECTOR

CITY ENGINEER

APPROVED BY CITY ENGINEER

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

CITY ENGINEER

LAND USE AUTHORITY

APPROVED BY LAND USE AUTHORITY

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

LAND USE AUTHORITY

FIRE CHIEF

APPROVED BY FIRE CHIEF

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

CITY FIRE CHIEF

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER (S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AND RIGHT-OF-WAY, TO BE HEREFTER KNOWN AS:

BRIXTON PARK PLAT B

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND CITY ALL PARCEL, LOTS, STREETS, EASEMENTS, RIGHT-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC OR CITY USE. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET, EASEMENT, OR RIGHT-OF-WAY WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET OR UTILITIES. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS ASSUME ALL LIABILITY WITH THE RESPECT TO THE CREATION OF THIS SUBDIVISION, THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION, AND THE DEVELOPMENT ACTIVITY WITHIN THIS SUBDIVISION BY THE OWNERS AND ALL AGENTS, SUCCESSORS, AND ASSIGNS. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON TO THE BRIXTON PARK HOA, 10771 S RIPPILING BAY, SOUTH JORDAN, UT 84062

IN WITNESS WHEREOF I / WE HAVE HEREUNTO SET OUR HAND (S)

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

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE & ENTITY \_\_\_\_\_

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,

PERSONALLY APPEARED BEFORE ME \_\_\_\_\_

WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES). AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS PLAT WITH FULL AUTHORITY OF THE OWNER(S).

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC FULL NAME \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN UTAH

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER (S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AND RIGHT-OF-WAY, TO BE HEREFTER KNOWN AS:

BRIXTON PARK PLAT B

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND CITY ALL PARCEL, LOTS, STREETS, EASEMENTS, RIGHT-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC OR CITY USE. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET, EASEMENT, OR RIGHT-OF-WAY WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET OR UTILITIES. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS ASSUME ALL LIABILITY WITH THE RESPECT TO THE CREATION OF THIS SUBDIVISION, THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION, AND THE DEVELOPMENT ACTIVITY WITHIN THIS SUBDIVISION BY THE OWNERS AND ALL AGENTS, SUCCESSORS, AND ASSIGNS. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON TO THE BRIXTON PARK HOA, 10771 S RIPPILING BAY, SOUTH JORDAN, UT 84062

IN WITNESS WHEREOF I / WE HAVE HEREUNTO SET OUR HAND (S)

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

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE & ENTITY \_\_\_\_\_

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,

PERSONALLY APPEARED BEFORE ME \_\_\_\_\_

WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES). AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS PLAT WITH FULL AUTHORITY OF THE OWNER(S).

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC FULL NAME \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN UTAH

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED SURVEYOR, DO HEREBY CERTIFY THAT I AM PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE (NUMBER SHOWN BELOW) IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW. I HAVE SUBDIVIDED SAID TRACT INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES AS DEFINED IN UTAH CODE SECTION 54-8A-2, AND FOR OTHER UTILITY FACILITIES IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDED OF THIS PLAT, A MAP OF THIS SURVEY. I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

TODD W. OSBORN  
PROFESSIONAL LAND SURVEYOR  
LICENSE NO.: 4938746

DATE \_\_\_\_\_

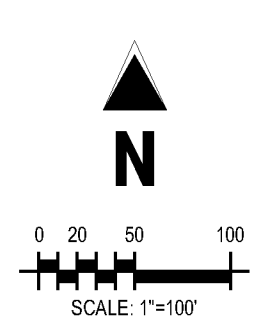
PROPERTY DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, S89°50'07"E, A DISTANCE OF 843.04 FEET; THENCE N0°29'11"E, A DISTANCE OF 115.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°29'51", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.43 FEET, AND A CHORD BEARING N45°14'30"W, A CHORD DISTANCE OF 21.12 FEET; THENCE N89°58'55"E, A DISTANCE OF 483.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 212°39", HAVING A RADIUS OF 3425.00 FEET, AN ARC LENGTH OF 132.16 FEET, AND A CHORD BEARING S21°14'08"E, A CHORD DISTANCE OF 132.15 FEET; THENCE N89°50'07"W, A DISTANCE OF 299.91 FEET; THENCE S00°00'00"E, A DISTANCE OF 1,410.20 FEET; THENCE N90°00'00"W, A DISTANCE OF 73.32 FEET; THENCE S73°51'00"W, A DISTANCE OF 167.36 FEET; THENCE S58°38'14"W, A DISTANCE OF 58.03 FEET; THENCE N32°18'00"W, A DISTANCE OF 67.59 FEET; THENCE S57°42'00"W, A DISTANCE OF 59.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; THENCE S57°42'00"W, A DISTANCE OF 235.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; THENCE S57°42'00"W, A DISTANCE OF 77.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; THENCE S57°42'00"W, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; THENCE S57°42'00"W, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; THENCE S57°42'00"W, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; THENCE S57°42'00"W, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD BEARING N77°18'00"W, A CHORD DISTANCE OF 21.21 FEET; 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A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH  
SITE BOUNDARY AND KEY MAP



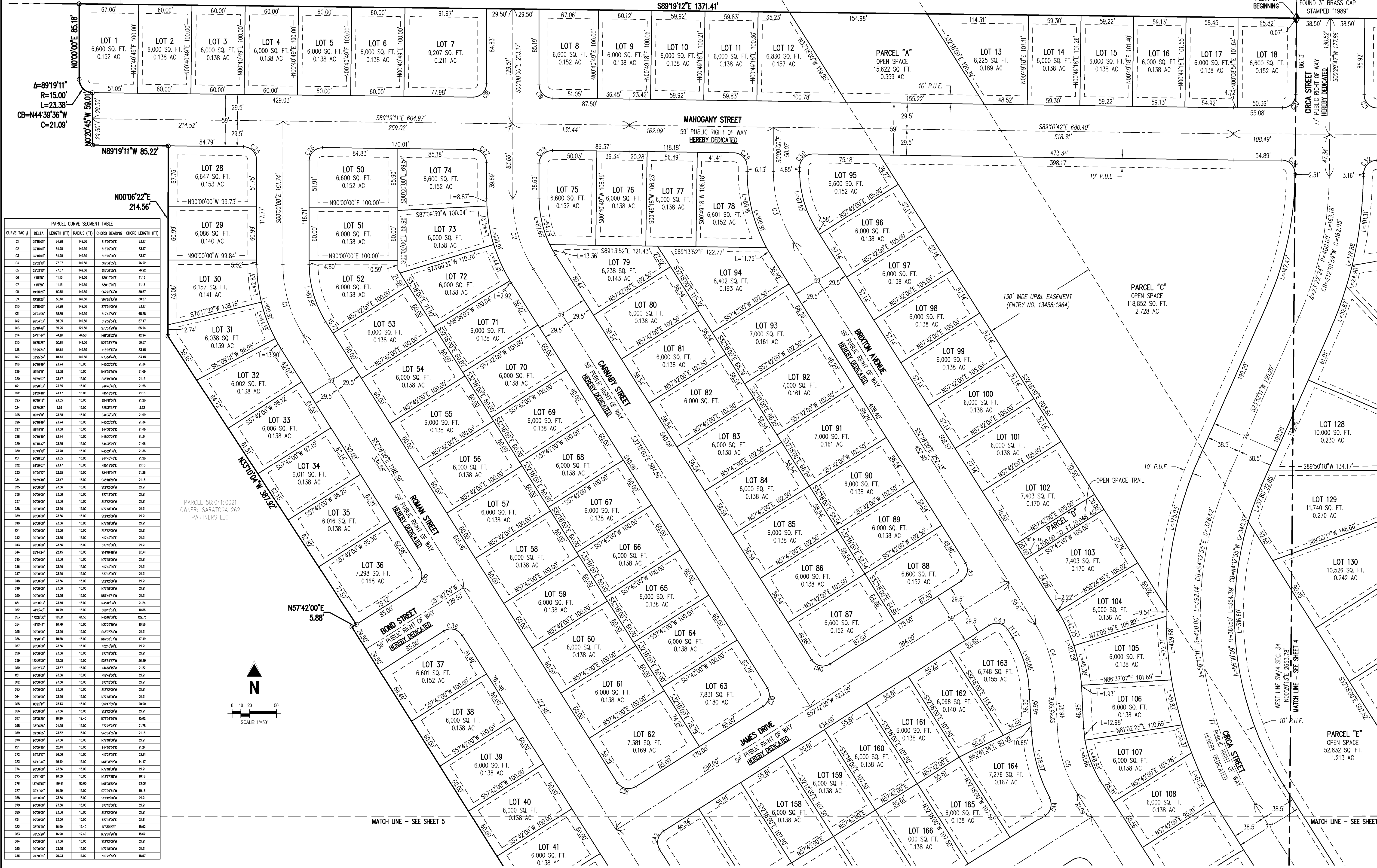


# BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

PARCEL 58:041:0186  
OWNER: CORP. OF PRESIDING BISHOP  
OF CHURCH OF JESUS CHRIST OF LDS

PARCEL 58:041:0005  
OWNER: MARTIN MITCHELL AND  
VIRGINIA SORESENSEN



## Galloway

1155 Kelly Johnson Blvd., Suite 305  
Colorado Springs, CO 80908  
719.900.7220 • GallowayUS.com



## BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

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Project No: STP000001.10  
Drawn By: EMV  
Checked By:  
Date: 01/16/2023



BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

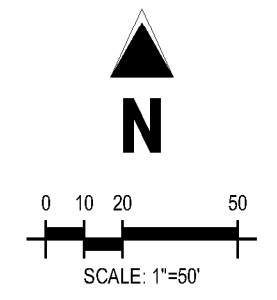


$\Delta=89^{\circ}29'51''$   
 $R=15.00'$   
 $L=23.43'$   
 $CB=N45^{\circ}14'30''E$   
 $C=21.12'$

PARCEL "B"  
OPEN SPACE  
55,716 SQ. FT.  
1.279 AC

$\Delta=212^{\circ}39'$   
 $R=3425.00'$   
 $L=132.16'$   
 $CB=S21^{\circ}4'08''E$   
 $C=132.15'$

CENTER  
QUARTER CORNER  
SEC. 34, T5S, R1W  
FOUND REBAR WITH  
RED PLASTIC CAP  
STAMPED "1E1"



PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	32°16'00"	94.28	148.50	S89°00'00"E	83.17
C2	32°16'00"	94.28	148.50	S89°00'00"E	83.17
C3	32°16'00"	94.28	148.50	S89°00'00"E	83.17
C4	29°52'00"	77.07	148.50	S87°36'00"E	76.22
C5	29°52'00"	77.07	148.50	S87°36'00"E	76.22
C6	41°52'00"	111.5	148.50	S85°00'00"E	111.5
C7	41°52'00"	111.5	148.50	S85°00'00"E	111.5
C8	19°28'00"	50.81	148.50	S87°36'00"E	50.57
C9	19°28'00"	50.81	148.50	S87°36'00"E	50.57
C10	32°16'00"	94.28	148.50	S89°00'00"E	83.17
C11	29°52'00"	88.89	148.50	S87°36'00"E	88.28
C12	29°52'00"	88.89	148.50	S87°36'00"E	88.28
C13	29°52'00"	88.89	148.50	S87°36'00"E	88.28
C14	57°14'00"	14.81	44.50	N86°00'00"E	43.84
C15	19°28'00"	50.81	148.50	S87°36'00"E	50.57
C16	32°56'00"	84.81	148.50	N85°00'00"E	83.48
C17	32°56'00"	84.81	148.50	N85°00'00"E	83.48
C18	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C19	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C20	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C21	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C22	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C23	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C24	17°08'00"	33.51	15.00	S45°36'00"E	33.52
C25	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C26	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C27	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C28	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C29	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C30	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C31	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C32	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C33	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C34	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C35	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C36	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C37	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C38	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C39	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C40	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C41	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C42	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C43	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C44	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C45	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C46	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C47	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C48	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C49	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C50	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C51	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C52	41°52'00"	111.5	148.50	S85°00'00"E	111.5
C53	17°08'00"	33.51	15.00	N45°36'00"E	33.52
C54	41°52'00"	111.5	148.50	S85°00'00"E	111.5
C55	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C56	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C57	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C58	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C59	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C60	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C61	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C62	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C63	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C64	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C65	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C66	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C67	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C68	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C69	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C70	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C71	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C72	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C73	57°14'00"	14.81	44.50	N86°00'00"E	43.84
C74	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C75	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C76	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C77	30°14'00"	10.39	15.00	S89°00'00"E	10.38
C78	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C79	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C80	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C81	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C82	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C83	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C84	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C85	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C86	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C87	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C88	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C89	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C90	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C91	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C92	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C93	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C94	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C95	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C96	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C97	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C98	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C99	8°14'00"	23.74	15.00	N43°36'00"E	23.34
C100	8°14'00"	23.74	15.00	N43°36'00"E	23.34

BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

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# BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
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TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

**Galloway**

1155 Kelly Johnson Blvd., Suite 305  
Colorado Springs, CO 80920  
719.900.7220 • GallowayUS.com



## BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
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TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

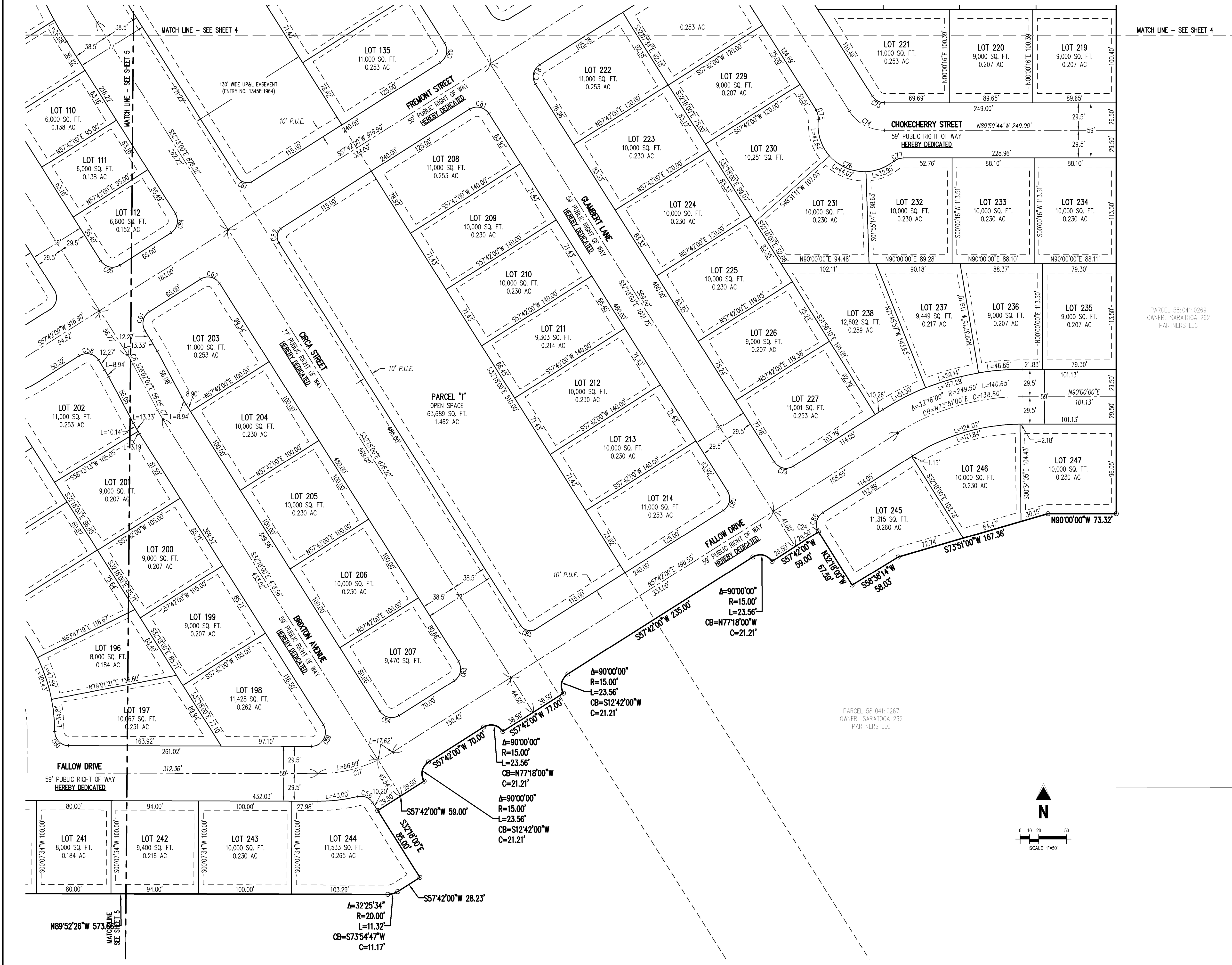


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# BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	33°00'00"	84.38	148.50	S89°00'00"E	83.17
C2	33°00'00"	84.38	148.50	S89°00'00"E	83.17
C3	33°00'00"	84.38	148.50	S89°00'00"E	83.17
C4	29°22'00"	77.07	148.50	S73°30'00"E	76.22
C5	29°22'00"	77.07	148.50	S73°30'00"E	76.22
C6	41°50'00"	111.3	148.50	S20°00'00"E	111.3
C7	41°50'00"	111.3	148.50	S20°00'00"E	111.3
C8	19°28'00"	50.00	148.50	S87°25'00"W	50.57
C9	19°28'00"	50.00	148.50	S87°25'00"W	50.57
C10	33°00'00"	84.38	148.50	S73°30'00"E	83.17
C11	26°42'00"	68.89	148.50	S72°42'00"E	68.38
C12	26°42'00"	68.89	148.50	S72°42'00"E	68.38
C13	29°00'00"	65.95	126.50	S75°32'00"W	65.24
C14	57°04'00"	44.81	44.85	N89°00'00"E	43.84
C15	19°00'00"	50.00	148.50	N42°35'00"W	50.57
C16	32°25'00"	84.01	148.50	N30°00'00"E	83.48
C17	32°25'00"	84.01	148.50	N30°00'00"E	83.48
C18	90°00'00"	23.74	15.00	N42°30'00"E	23.74
C19	89°00'00"	23.38	15.00	N43°30'00"E	23.09
C20	89°30'00"	23.47	15.00	S45°00'00"W	23.15
C21	90°00'00"	23.65	15.00	S44°00'00"E	23.38
C22	89°00'00"	23.47	15.00	N45°00'00"E	23.09
C23	89°00'00"	23.65	15.00	N44°00'00"E	23.38
C24	132°00'00"	32.5	15.00	S82°00'00"E	3.05
C25	90°00'00"	23.38	15.00	S44°30'00"E	23.09
C26	90°00'00"	23.74	15.00	N42°30'00"E	23.74
C27	89°00'00"	23.38	15.00	S44°30'00"E	23.09
C28	90°00'00"	23.74	15.00	N43°30'00"E	23.38
C29	89°00'00"	23.65	15.00	S45°00'00"E	23.15
C30	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C31	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C32	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C33	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C34	89°30'00"	23.47	15.00	S45°00'00"W	23.15
C35	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C36	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C37	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C38	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C39	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C40	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C41	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C42	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C43	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C44	88°42'00"	22.45	15.00	S44°00'00"E	20.41
C45	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C46	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C47	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C48	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C49	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C50	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C51	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C52	90°00'00"	23.56	15.00	S72°42'00"W	23.21
C53	122°22'00"	186.11	85.00	N45°00'00"E	182.75
C54	41°50'00"	107.79	150.00	N32°00'00"E	105.98
C55	90°00'00"	23.56	15.00	S69°24'00"E	23.21
C56	71°20'00"	18.00	15.00	N87°00'00"W	17.48
C57	90°00'00"	23.56	15.00	N32°00'00"E	23.21
C58	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C59	122°25'00"	32.05	15.00	S85°44'00"W	30.29
C60	90°00'00"	23.57	15.00	N45°00'00"E	23.22
C61	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C62	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C63	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C64	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C65	88°00'00"	23.13	15.00	S84°30'00"E	20.96
C66	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C67	78°00'00"	16.90	12.40	N78°00'00"W	16.62
C68	33°00'00"	24.38	15.00	S72°00'00"E	23.78
C69	89°30'00"	23.52	15.00	N72°30'00"E	23.19
C70	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C71	90°00'00"	23.61	15.00	S45°00'00"E	23.24
C72	90°00'00"	26.06	15.00	N72°30'00"E	22.91
C73	57°04'00"	15.10	15.00	N81°00'00"W	14.47
C74	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C75	39°00'00"	10.39	15.00	N42°27'00"E	10.08
C76	135°00'00"	19.01	15.00	N45°00'00"E	18.98
C77	39°00'00"	10.39	15.00	S70°00'00"W	10.08
C78	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C79	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C80	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C81	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C82	78°00'00"	16.90	12.40	N72°30'00"E	16.62
C83	78°00'00"	16.90	12.40	N77°00'00"W	16.62
C84	90°00'00"	23.56	15.00	S72°42'00"E	23.21
C85	90°00'00"	23.56	15.00	N77°00'00"W	23.21
C86	78°00'00"	20.03	15.00	N85°00'00"E	18.57

## BRIXTON PARK PLAT B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,  
AND THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

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Project No: STP000001.10  
Drawn By: EMV  
Checked By:  
Date: 01/16/2023



LANDSCAPE PLAN SPECIFICATIONS

- PART I - GENERAL
- 1.1 SUMMARY
- A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:
- 1. Site Conditions
  - 2. Guarantees
  - 3. Maintenance
  - 4. Soil Amendments
  - 5. Fine Grading
  - 6. Landscape Edging
  - 7. Furnish and Installing Plant
  - 8. Turf Planting
  - 9. Weed Barrier
- 1.2 SITE CONDITIONS
- A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents as at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.
- B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.
- C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.
- 1.3 PERMITS
- A. Blue Stake / Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.
- 1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY
- A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.
- 1.5 FINAL INSPECTION
- A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planning procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.
- 1.6 LANDSCAPE SUBSTANTIAL COMPLETION
- A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.
- 1.7 MAINTENANCE
- A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-grading and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.
- 1.8 GUARANTEE
- A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

- PART II - PRODUCTS
- 2.1 LANDSCAPE MATERIALS
- A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.
- B. Tree Wrap: Tree wrap is not to be used.
- C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.
- D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.
- E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.
- F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:
- a. pH: 5.5-7.5
  - b. EC (electrical conductivity): < 2.0 mmhos per centimeter
  - c. SAR (sodium absorption ratio): < 3.0
  - d. % OM (percent organic matter): >1%
  - e. Texture (particle size per USDA soil classification): Sand <70%; Clay <30%; Silt <70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.
- G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial sod farm shall be used. Only use sod from a single source.
- H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:
- a. Washed mortar sand free of organic material.
  - b. Portland Cement (see concrete spec. below for type)
  - c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
  - d. Only potable water for mixing.
- Landscape Metal Edging: 5.8" steel edging with 18" dowels into the ground for stabilization.

- PART III - EXECUTION
- 3.1 GRADING
- A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.
- B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaces. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.
- C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.
- 3.2 TURF GRADING
- A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The sod shall be free of all materials larger than 1/2" in diameter.
- B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.
- 3.3 PLANTING OPERATIONS
- A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.
- B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.
- C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.
- D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.
- E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

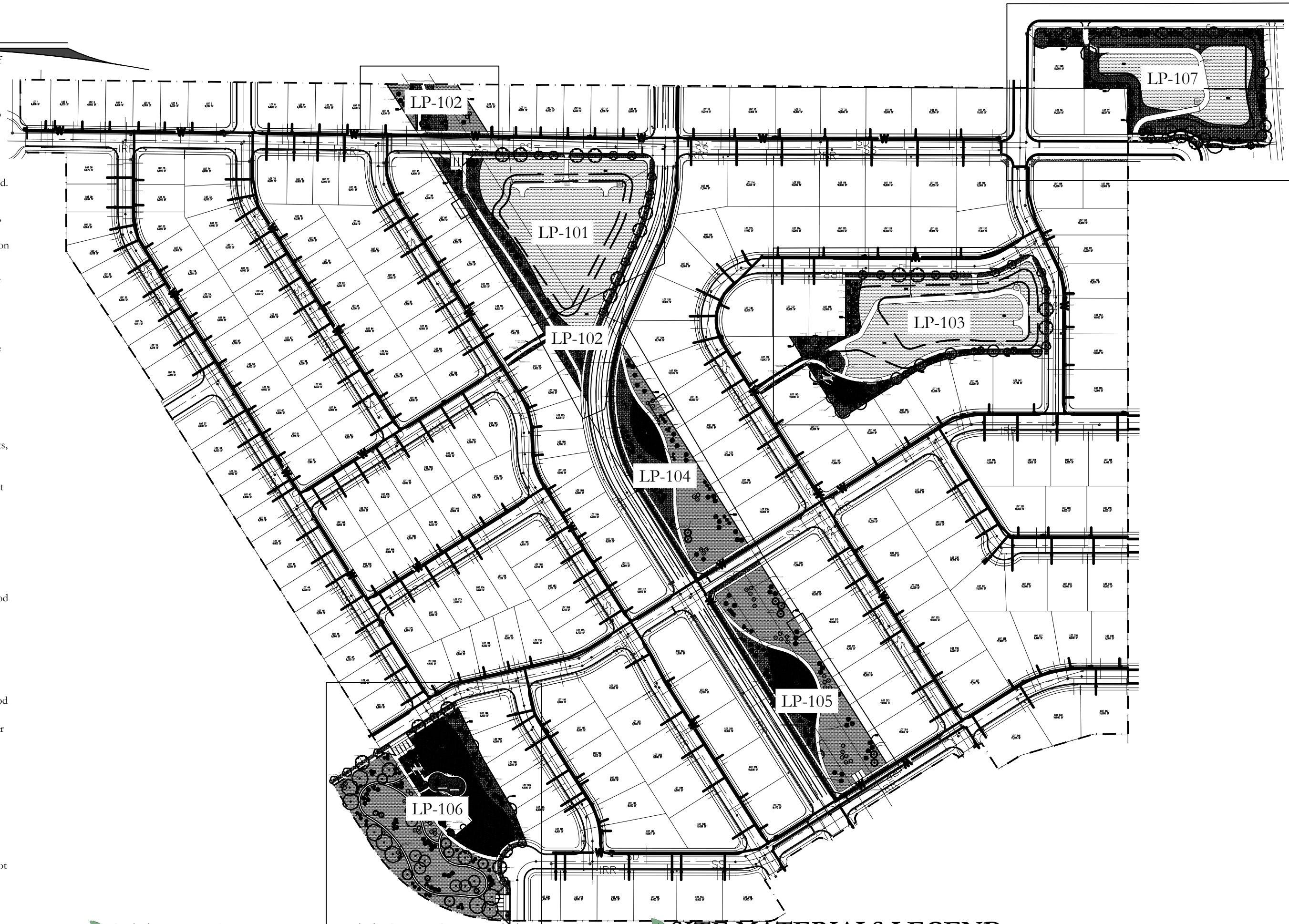
EXHIBIT 8: Landscaping

- F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.
- G. Plant immediately after removal of container for container plants.
- H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.
- I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.
- J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a coarser mix as required to establish finish grade as indicated on the drawings.
- K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.
- L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.
4. TURF - SOD LAYING
- A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.
- B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.
- C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and must be within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blight. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as too completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.
- D. Sod Laying: The surface upon which the new sod is to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.
- E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the area until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.
- F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.
- G. Apply water directly after laying sod. Rainfall is not acceptable.
- H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.
- I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc. until such time as the lawn is accepted by the Owner.
- J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.
- 3.5 WEED BARRIER
- A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.
- B. Cut weed barrier back to the edge of the plant rootball.
- C. Overlap rows of fabric min. 6"
- D. Stable fabric edges and overlaps to ground.
- END OF SECTION

LANDSCAPE NOTES

- INSTALLATION
- LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTORS EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
  - DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
  - ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
  - SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.
  - SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL (MIXED PRIOR TO SPREADING WITH 2-3" OF QUALITY COMPOST) CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL, SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
  - SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
  - EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6" TREE RING OF THE SAME EDGING.
  - IF REQUIRED BY CITY OR OWNER SPECIFIED, DEWITT 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.
  - ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AND MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.
  - A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.
  - UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.
- INSTALLER RESPONSIBILITIES AND LIABILITIES
- THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
  - LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

- GRADING AND DRAINAGE REQUIREMENTS
- AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
  - AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
  - A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
  - LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
  - LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE.
  - DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL, WHICHEVER DISTANCE IS GREATER

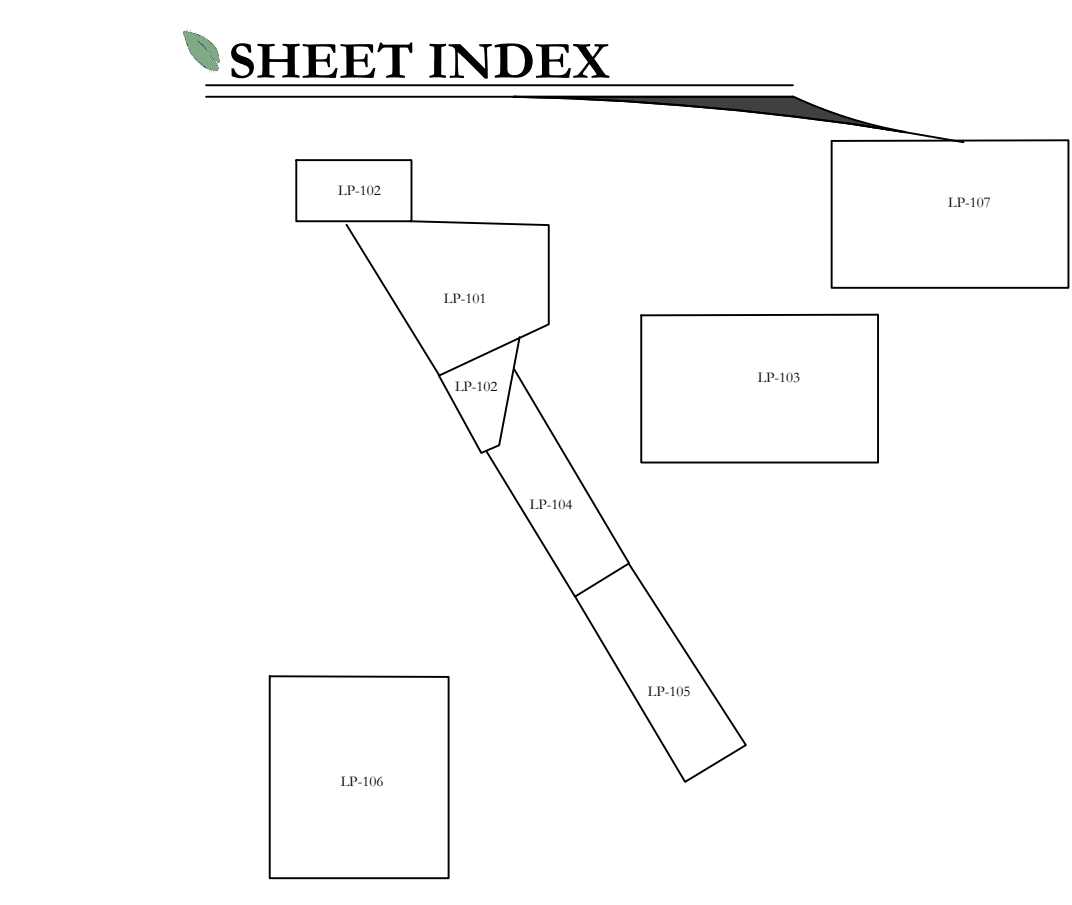


SITE REQUIREMENT CALCULATIONS























TREE COUNT: (515,842 sq ft)	REQUIRED:	PROVIDED:
DECIDUOUS TREES:	174	214
EVERGREEN TREES:	172	172
SHRUBS:	192	252
TWO TYPES OF ROCK: PROVIDED DROUGHT TOLERANT TREES 100% DROUGHT TOLERANT SHRUBS 100%		
PERCENTAGES OF SITE MATERIALS:		
KENTUCKY BLUE LAWN: 9.8%		
NATIVE GROUND COVER: 9.8%		
ROCK: 26.5%		
PLAYGROUND MATERIAL: 0.8%		

1-01	1-03	1-04
1-05	1-06	1-07
1-08	1-09	1-10
1-11	1-12	1-13
1-14	1-15	1-16
1-17	1-18	1-19
1-20	1-21	1-22
1-23	1-24	1-25

SHEET INDEX



PLANT LEGEND

CONIFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	JCTB	35	Juniperus chinensis 'Blue Point' Blue Point Juniper 7-10'X8'; low water; sun; z4; Utah Lake water tolerant	B & B	DROUGHT TOLERANT	6'
	JSM	34	Juniperus scopulorum 'Moonglow' Moonglow Juniper Tc2, 18x8; AV 20; sun; z3; Utah Lake water tolerant	B & B	DROUGHT TOLERANT	6'
	JSC	39	Juniperus scopulorum 'Cologreen' Cologreen Juniper 15 x 5	B & B	DROUGHT TOLERANT	6'
	PLH	47	Pinus Heideichii Bosnian Pine Tc3; 40x20; AV 314; sun to part sun; z4	B & B	DROUGHT TOLERANT	6'
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CCM	13	Cercis canadensis 'Merlot' Merlot Eastern Redbud 12x13; moderate water; part sun to part shade; z6; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	CCA	18	Cotinus coggygria 'Ancor' Golden Spirit Smoke Tree 12x8; moderate; full to partial sun; z4;	B & B	Multi-trunked	DROUGHT TOLERANT
	FNN	22	Foresteria neomexicana New Mexican Olive 6-10'x 8'; low water; sun; z4; Utah Lake water tolerant	B & B	Multi-trunked	DROUGHT TOLERANT
	MPR	26	Malus x 'Prairie Rose' Prairie Rose Crabapple low; 20x18; sun; z4; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	MSS	6	Malus x 'Spring Snow' Spring Snow Crab Apple low; 25x22; sun; z4; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	TTS	5	Tilia tomentosa 'Sterling' Sterling Silver Linden Td4; 45x35; AV 314; sun; z5; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	UPL	16	Ulmus parvifolia 'Emmer II' Alee Lachar Elm Td3; 50x35; AV 490; sun; z4; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	UXF	25	Ulmus x 'Frontier' Frontier Elm Td3; 35x25; AV 490; sun; z4; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	VRA	26	Viburnum rhytidophyllum 'Alleghany' Leathcreek Viburnum 8-10'x8-10'; low to moderate water; sun to part shade; z5	B & B	Multi-trunked	DROUGHT TOLERANT
	ZSG	21	Zelkova serrata 'Green Vase' Green Vase Zelkova Td4; 45x30; AV 490; sun; z5; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
	ZSM	36	Zelkova serrata 'Musashino' Musashino Zelkova Td4; 45x15; AV 490; sun; z5; Utah Lake water tolerant	B & B	2" Cal	DROUGHT TOLERANT
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CLM	17	Cercocarpus ledifolius Carlsbad Mountain Mahogany 12'x8'; low water; sun to part shade; z4 Utah Lake water tolerant	B & B	Multi-trunked	DROUGHT TOLERANT
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	AAB	95	Amandanchier alnifolia Serviceberry 6-12'x6-10'; low water; sun to part shade; z2; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT
	CCG	5	Cotinus coggygria 'Grace' Grace Smoke Tree Sd3; 12x12; AV 50; full to part sun; z4; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT
	CSS	84	Cytisus scoparius 'SMNCSAB' Sister Redhead Sister Redhead Scotch Broom Sd2; 6'x4; AV 28; sun; z5; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT
	FPA	26	Fallugia paradoxa Apache Plume Sd1; 4'x4; AV 12.5; sun; z4; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT
	FTK	22	Forsythia x intermedia 'Kolgold' TM Magical Gold Forsythia Sd2; 5'x4; AV 50; sun; z5; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT
	PTF	91	Potentilla fruticosa 'Tango' Dakota Sunspot TM Fargo Yellow Shrubby Cinquefoil Sd2; 2.3 x3-4; AV 7; sun; z2; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	CAK	65	Calamagrostis x acutifolia 'Karl Foerster' Feather Reed Grass Tw2; 4'x3; AV 7; sun; z4; Utah Lake water tolerant	1 gal		DROUGHT TOLERANT
	FMA	201	Festuca mairei Atlas Fescue low; 5'x3; sun; z5; Utah Lake water tolerant	1 gal		DROUGHT TOLERANT
	MSG	111	Miscanthus sinensis 'Gracillimus' Maiden Grass 7' x 6'	1 gal		DROUGHT TOLERANT

ISSUE DATE: 2/10/2023

PROJECT NUMBER: UT22017

PLAN INFORMATION

PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER / CLIENT: HIGH GROUND DEVELOPMENT  
ATT: TREY ORSAK  
801-787-3358  
TORSAK@HIGHGROUND.DEV

LANDSCAPE ARCHITECT / PLANNER: PKJ DESIGN GROUP  
3450 N. TRIUMPH BLVD. SUITE 102  
LEHI, UTAH 84043 (801) 753-5644  
www.pkjdesigngroup.com

LICENSE STAMP: PKJ DESIGN GROUP  
STATE OF UTAH  
2/28/21-5/31/27  
02/10/2023

DRAWING INFO: PM: JTA  
DRAWN: ACP  
CHECKED: JMA  
PLOT DATE: 2/10/2023

NO. 1  
2  
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4  
5  
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7

REVISION  
XXXX

DATE  
XX-XX-XX

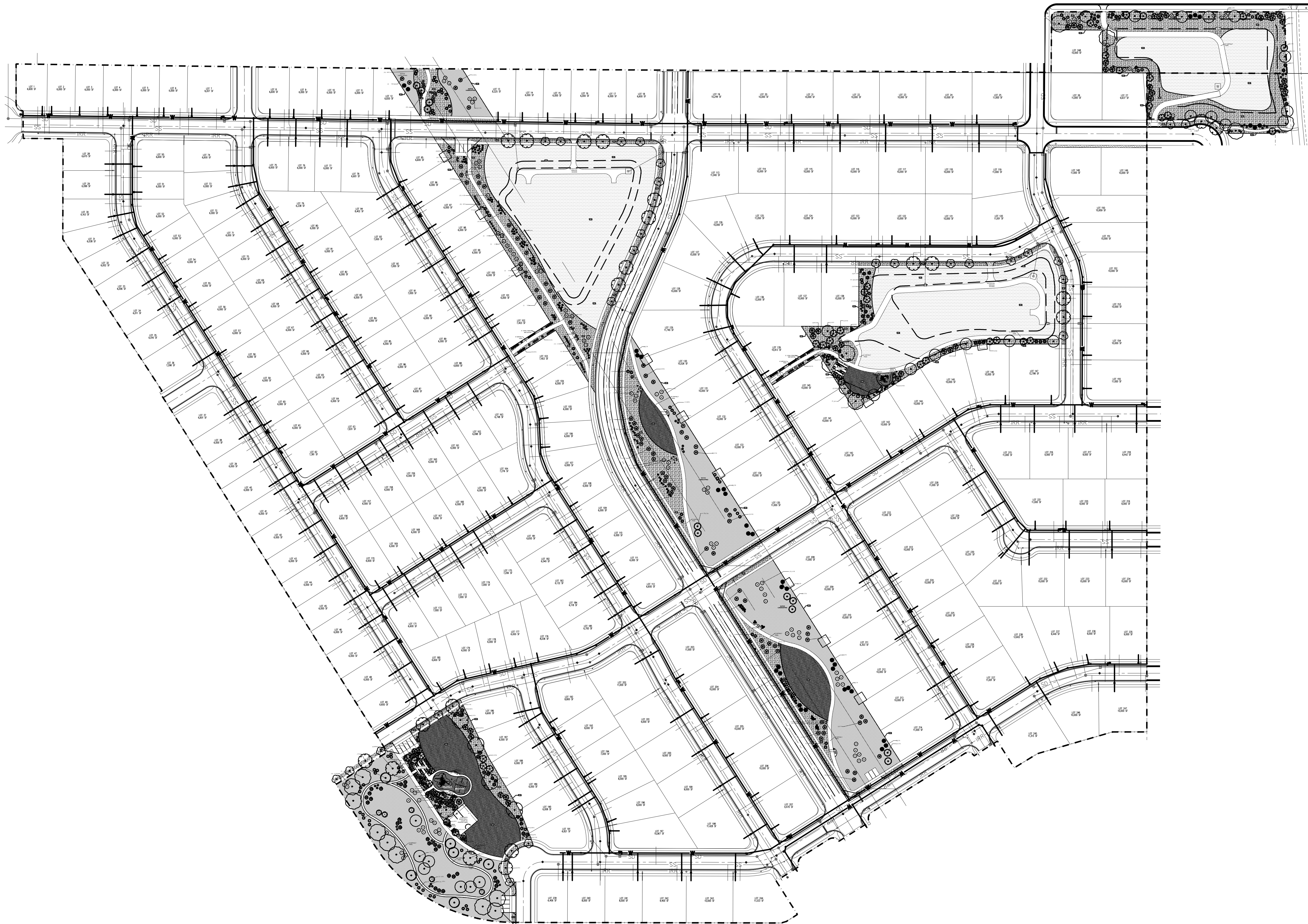
BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

GRAPHIC SCALE: 1" = 200'

0' 100' 200' 400' 800'

BRIXTON PARK  
SARATOGA SPRINGS, UTAH





ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
2/10/2023		UT22017			HIGH GROUND DEVELOPMENT ATT: TREY ORSAK 801-787-3358 TORSAK@HIGHGROUND.DEV			PM: JTA
NO.	REVISION	DATE						DRAWN: ACP
1	XXXX	XX-XX-XX						CHECKED: JMA
2								PLOT DATE: 2/10/2023
3								
4								
5								
6								
7								

811 BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

GRAPHIC SCALE: 1" = 100'

0' 50' 100' 200' 400'

## BRIXTTON PARK

### SARATOGA SPRINGS, UTAH

FOCUS ENGINEERING & SURVEYING  
6949 S. HIGH TECH DRIVE STE 200  
MIDVALE, UT 84047  
801-352-0075

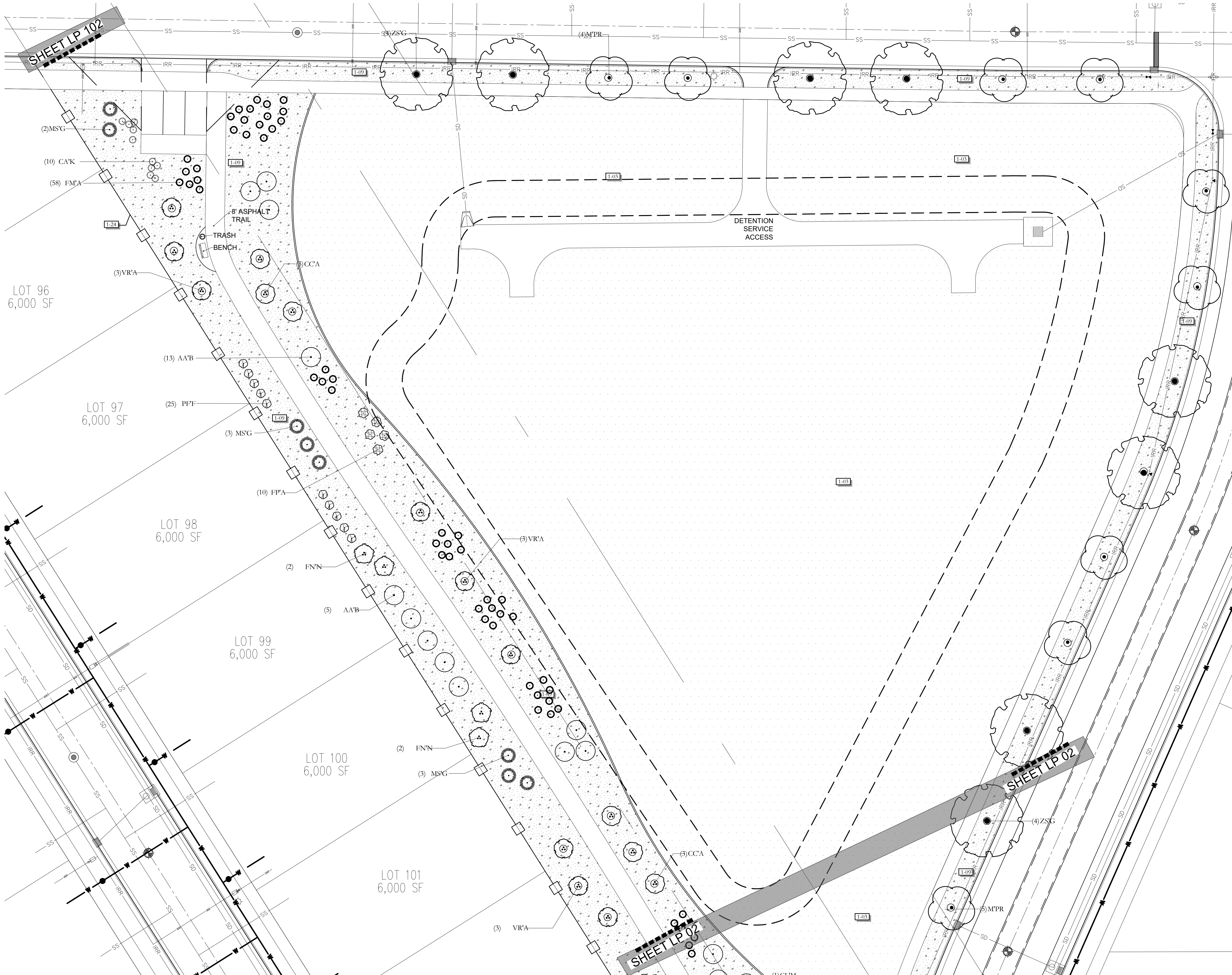
PKJ  
DESIGN GROUP  
Landscape Architecture • Planning & Visualization

3450 N. TRIUMPH BLVD. SUITE 102  
LEHI, UTAH 84043 (801) 753-5644  
www.pkjdesigngroup.com

LANDSCAPE PLAN OVERALL

LP-O





PLANT LEGEND

CONIFERS						
	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	JCB	35	Juniperus chinensis 'Blue Point' Blue Point Juniper	B & B	DROUGHT TOLERANT	6'
	JSM	34	Juniperus scopulorum 'Moonglow' Moonglow Juniper	B & B	DROUGHT TOLERANT	6'
	JSC	39	Juniperus scopulorum 'Cologreen' Cologreen Juniper	B & B	DROUGHT TOLERANT	6'
	PLH	47	Pinus Heideichii Bosnian Pine	B & B	DROUGHT TOLERANT	6'
DECIDUOUS TREES						
	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CCM	13	Cercis canadensis 'Merlot' Merlot Eastern Redbud	B & B	2"Cal	DROUGHT TOLERANT
	CCA	18	Cotinus coggygia 'Ancot' Golden Spirit Smoke Tree	B & B	Multi-trunked	DROUGHT TOLERANT
	FN'N	22	Forestiera neomexicana New Mexican Olive	B & B	Multi-trunked	DROUGHT TOLERANT
	MPR	26	Malus x 'Prairie Rose' Prairie Rose Crabapple	B & B	2"Cal	DROUGHT TOLERANT
	MSS	6	Malus x 'Spring Snow' Spring Snow Crab Apple	B & B	2"Cal	DROUGHT TOLERANT
	TTS	5	Tilia tomentosa 'Sterling' Sterling Silver Linden	B & B	2"Cal	DROUGHT TOLERANT
	UPL	16	Ulmus parvifolia 'Emer II' Alicee Lacebark Elm	B & B	2"Cal	DROUGHT TOLERANT
	UXF	25	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal	DROUGHT TOLERANT
	VR'A	26	Viburnum rhytidophyllum 'Alleghany' Leatherleaf Viburnum	B & B	Multi-trunked	DROUGHT TOLERANT
	ZS'G	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal	DROUGHT TOLERANT
	ZS'M	36	Zelkova serrata 'Musashino' Musashino Zelkova	B & B	2"Cal	DROUGHT TOLERANT
EVERGREEN TREES						
	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CLM	17	Cercocarpus ledifolius Curl-leaf Mountain Mahogany	B & B	Multi-trunked	DROUGHT TOLERANT
DECIDUOUS SHRUBS						
	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	AA'B	95	Amelanchier alnifolia Serviceberry	5 gal		DROUGHT TOLERANT
	CC'G	5	Cotinus coggygia 'Grace' Grace Smoke Tree	5 gal		DROUGHT TOLERANT
	CS'S	84	Cytisus scoparius 'SMNCSAB' Sister Redhead Sister Redhead Scotch Broom	5 gal		DROUGHT TOLERANT
	FP'A	26	Fallugia paradoxa Apache Plume	5 gal		DROUGHT TOLERANT
	FT'K	22	Forsythia x intermedia 'Kolgold' TM Magical Gold Forsythia	5 gal		DROUGHT TOLERANT
	PF'F	91	Potentilla fruticosa 'Tango' Dakota Sunspot TM Fargo Yellow Shrubby Cinquefoil	5 gal		DROUGHT TOLERANT
GRASSES						
	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	CA'K	65	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal		DROUGHT TOLERANT
	FMA	201	Festuca mairei Atlas Fescue	1 gal		DROUGHT TOLERANT
	MS'G	111	Miscanthus sinensis 'Gracillimus' Maiden Grass	1 gal		DROUGHT TOLERANT

ISSUE DATE

2/10/2023

PROJECT NUMBER

UT22017

PROJECT INFORMATION

NO.

REVISION

DATE

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XX-XX-XX

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PROJECT INFORMATION

811

BLUE STAKES OF UTAH

UTILITY NOTIFICATION CENTER, INC.

1-800-662-4111

www.bluestakes.org

DEVELOPER / PROPERTY OWNER / CLIENT

HIGH GROUND DEVELOPMENT

ATT: TREY ORSAK

801-787-3358

TORSAK@HIGHGROUND.DEV

LANDSCAPE ARCHITECT / PLANNER

FOCUS ENGINEERING & SURVEYING

6949 S. HIGH TECH DRIVE STE 200

MIDVALE, UT 84047

801-352-0075

LICENSE STAMP

SEAL

ANGUS WORTH

2/28/21-5/31/27

2/2/2023

STATE OF UTAH

DRAWING INFO

PM:

JTA

DRAWN:

ACP

CHECKED:

JMA

PLOT DATE:

2/10/2023

GRAPHIC SCALE: 1" = 20'

0'

10'

20'

40'

80'

BRIXTON PARK

SARATOGA SPRINGS, UTAH

PKJ

DESIGN GROUP

Landscape Architecture • Planning & Visualization

3450 N. TRIUMPH BLVD. SUITE 102

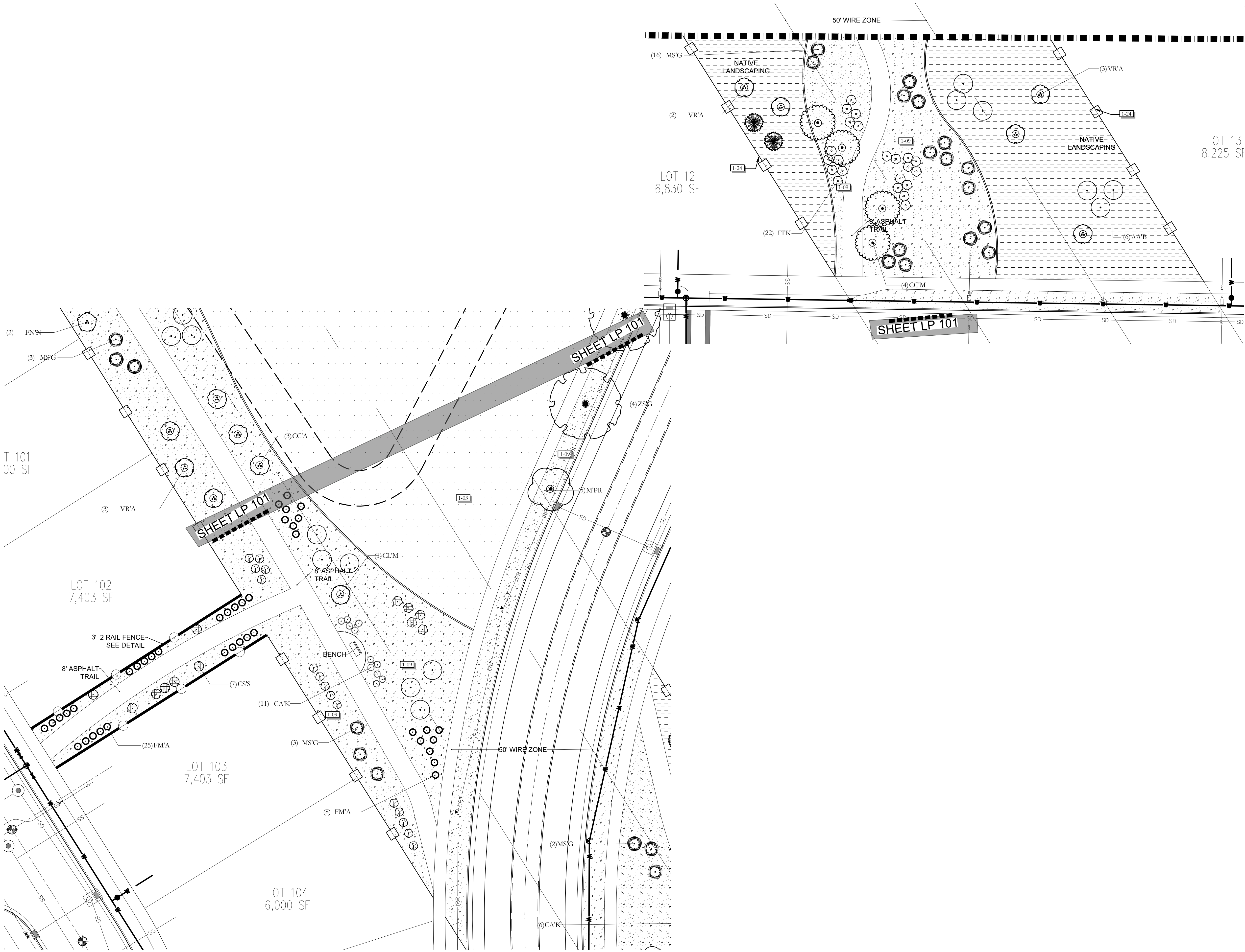
LEHI, UTAH 84043 (801) 753-5644

www.pkjdesigngroup.com

LANDSCAPE PLAN

LP-101





PLANT LEGEND						
CONIFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	JCB	35	Juniperus chinensis 'Blue Point' Blue Point Juniper	B & B	DROUGHT TOLERANT	6'
	JSM	34	Juniperus scopulorum 'Moonglow' Moonglow Juniper	B & B	DROUGHT TOLERANT	6'
	JSC	39	Juniperus scopulorum 'Cologreen' Cologreen Juniper	B & B	DROUGHT TOLERANT	6'
	PLH	47	Pinus heiderichii Bosnian Pine	B & B	DROUGHT TOLERANT	6'
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CCM	13	Cercis canadensis 'Merlot' Merlot Eastern Redbud	B & B	2" Cal	DROUGHT TOLERANT
	CCA	18	Cotinus coggygria 'Ancot' Golden Spirit Smoke Tree	B & B	Multi-trunked	DROUGHT TOLERANT
	FNN	22	Forestiera neomexicana New Mexican Olive	B & B	Multi-trunked	DROUGHT TOLERANT
	MPR	26	Malus x 'Prairie Rose' Prairie Rose Crabapple	B & B	2" Cal	DROUGHT TOLERANT
	MSS	6	Malus x 'Spring Snow' Spring Snow Crab Apple	B & B	2" Cal	DROUGHT TOLERANT
	TTs	5	Tilia tomentosa 'Sterling' Sterling Silver Linden	B & B	2" Cal	DROUGHT TOLERANT
	UPL	16	Ulmus parvifolia 'Emer II' Alicce Lacebark Elm	B & B	2" Cal	DROUGHT TOLERANT
	UXF	25	Ulmus x 'Frontier' Frontier Elm	B & B	2" Cal	DROUGHT TOLERANT
	VRA	26	Viburnum rhytidophyllum 'Alleghany' Leatherleaf Viburnum	B & B	Multi-trunked	DROUGHT TOLERANT
	ZSG	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2" Cal	DROUGHT TOLERANT
	ZSM	36	Zelkova serrata 'Musashino' Musashino Zelkova	B & B	2" Cal	DROUGHT TOLERANT
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CLM	17	Cercocarpus ledifolius Curl-leaf Mountain Mahogany	B & B	Multi-trunked	DROUGHT TOLERANT
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	AA'B	95	Amelanchier alnifolia Serviceberry	5 gal		DROUGHT TOLERANT
	CCG	5	Cotinus coggygria 'Grace' Grace Smoke Tree	5 gal		DROUGHT TOLERANT
	CSS	84	Cytisus scoparius 'SMNCSAB' Sister Redhead Sister Redhead Scotch Broom	5 gal		DROUGHT TOLERANT
	FPA	26	Fallugia paradoxa Apache Plume	5 gal		DROUGHT TOLERANT
	FTK	22	Forsythia x intermedia 'Kolgoid' TM Magical Gold Forsythia	5 gal		DROUGHT TOLERANT
	PFF	91	Potentilla fruticosa 'Targo' Dakota Sunspot TM Targo Yellow Shrubby Cinquefoil	5 gal		DROUGHT TOLERANT
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	CA'K	65	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal		DROUGHT TOLERANT
	FMA	201	Festuca mairei Atlas Fescue	1 gal		DROUGHT TOLERANT
	MSG	111	Miscanthus sinensis 'Gracillimus' Maiden Grass	1 gal		DROUGHT TOLERANT

2/10/2023

UT22017

NO. 1 2 3 4 5 6 7

REVISION XXXX

DATE XX-XX-XX

811

BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

0' 10' 20' 40' 80'

GRAPHIC SCALE: 1" = 20'

BRIXTON PARK

SARATOGA SPRINGS, UTAH

HIGH GROUND DEVELOPMENT  
ATT: TREY ORSAK  
801-787-3358  
TORSAK@HIGHGROUND.DEV

FOCUS ENGINEERING & SURVEYING  
6949 S. HIGH TECH DRIVE STE 200  
MIDVALE, UT 84047  
801-352-0075

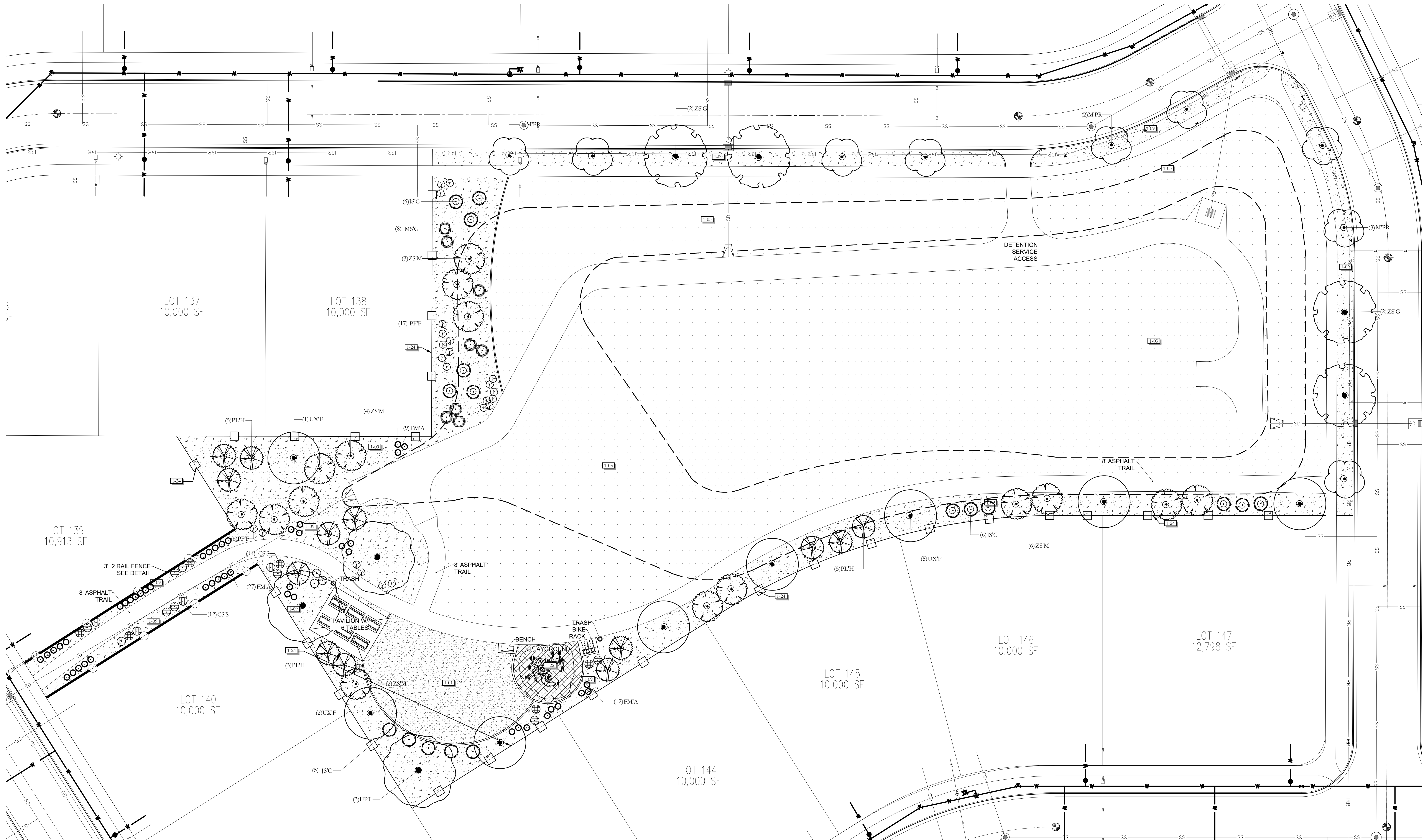
3450 N. TRIUMPH BLVD. SUITE 102  
LEHI, UTAH 84043 (801) 753-5644  
www.pkjdesigngroup.com

LANDSCAPE PLAN

PM: JTA  
DRAWN: ACP  
CHECKED: JMA  
PLOT DATE: 2/10/2023

LP-102





ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
2/10/2023	UT22017			HIGH GROUND DEVELOPMENT ATT: TREY ORSAK 801-787-3358 TORSAK@HIGHGROUND.DEV	FOCUS ENGINEERING & SURVEYING 6949 S. HIGH TECH DRIVE STE 200 MIDVALE, UT 84047 801-352-0075		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 2/10/2023

NO. REVISION DATE

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811 BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

GRAPHIC SCALE: 1" = 20'

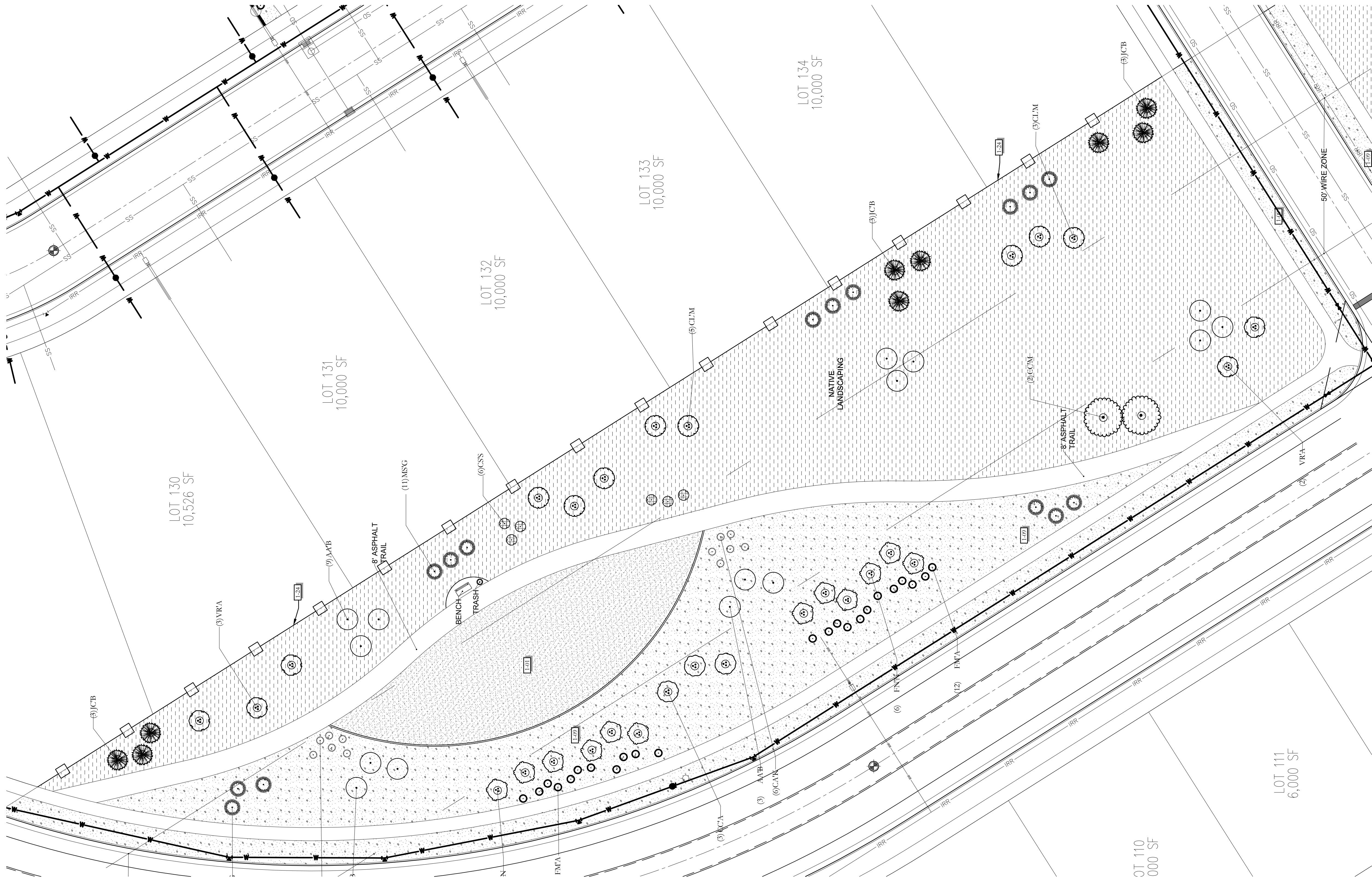
**BRIXTON PARK**  
SARATOGA SPRINGS, UTAH

Landscape Architecture • Planning & Visualization  
3450 N. TRIUMPH BLVD. SUITE 102  
LEHI, UTAH 84043 (801) 753-5644  
www.pkjdesigngroup.com

LANDSCAPE PLAN

LP-103





PLANT LEGEND

CONIFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	JCB	35	Juniperus chinensis 'Blue Point' Blue Point Juniper	B & B	DROUGHT TOLERANT	6'
	JSM	34	Juniperus scopulorum 'Moonglow' Moonglow Juniper	B & B	DROUGHT TOLERANT	6'
	JSC	39	Juniperus scopulorum 'Cologreen' Cologreen Juniper	B & B	DROUGHT TOLERANT	6'
	PLH	47	Pinus Heideichii Bosnian Pine	B & B	DROUGHT TOLERANT	6'
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CCM	13	Cercis canadensis 'Merlot' Merlot Eastern Redbud	B & B	2"Cal	DROUGHT TOLERANT
	CCA	18	Cotinus coccinea 'Ancot' Golden Spirit Smoke Tree	B & B	Multi-trunked	DROUGHT TOLERANT
	FNN	22	Forestiera neomexicana New Mexican Olive	B & B	Multi-trunked	DROUGHT TOLERANT
	MPR	26	Malus x 'Prairie Rose' Prairie Rose Crabapple	B & B	2"Cal	DROUGHT TOLERANT
	MSS	6	Malus x 'Spring Snow' Spring Snow Crab Apple	B & B	2"Cal	DROUGHT TOLERANT
	TTS	5	Tilia tomentosa 'Sterling' Sterling Silver Linden	B & B	2"Cal	DROUGHT TOLERANT
	UPL	16	Ulmus parvifolia 'Emer II' Alicia Lacebark Elm	B & B	2"Cal	DROUGHT TOLERANT
	UXF	25	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal	DROUGHT TOLERANT
	VRA	26	Viburnum rhytidophyllum 'Alleghany' Leatherleaf Viburnum	B & B	Multi-trunked	DROUGHT TOLERANT
	ZSG	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal	DROUGHT TOLERANT
	ZSM	36	Zelkova serrata 'Musashino' Musashino Zelkova	B & B	2"Cal	DROUGHT TOLERANT
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CLM	17	Cercocarpus ledifolius Curl-leaf Mountain Mahogany	B & B	Multi-trunked	DROUGHT TOLERANT
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	AA'B	95	Amelanchier alnifolia Serviceberry	5 gal		DROUGHT TOLERANT
	CCG	5	Cotinus coccinea 'Grace' Grace Smoke Tree	5 gal		DROUGHT TOLERANT
	C'S	84	Cytisus scoparius 'SMNCSAB' Sister Redhead Sister Redhead Scotch Broom	5 gal		DROUGHT TOLERANT
	FPA	26	Fallugia paradoxa Apache Plume	5 gal		DROUGHT TOLERANT
	FTK	22	Forsythia x intermedia 'Kolgold' TM Magical Gold Forsythia	5 gal		DROUGHT TOLERANT
	P'F	91	Potentilla fruticosa 'Tango' Dakota Sunspot TM Tango Yellow Shrubby Cinquefoil	5 gal		DROUGHT TOLERANT
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	CA'K	65	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal		DROUGHT TOLERANT
	FMA	201	Festuca mairei Atlas Fescue	1 gal		DROUGHT TOLERANT
	M'SG	111	Miscanthus sinensis 'Gracillimus' Maiden Grass	1 gal		DROUGHT TOLERANT

ISSUE DATE  
2/10/2023

PROJECT NUMBER  
UT22017

PLAN INFORMATION  
811 BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

PROJECT INFORMATION  
BRIXTON PARK  
SARATOGA SPRINGS, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT  
HIGH GROUND DEVELOPMENT  
ATT: TREY ORSAK  
801-787-3358  
TORSAS@HIGHGROUND.DEV

LANDSCAPE ARCHITECT / PLANNER  
FOCUS ENGINEERING & SURVEYING  
6949 S. HIGH TECH DRIVE STE 200  
MIDVALE, UT 84047  
801-352-0075

LICENSE STAMP  
JTA  
ACP  
JMA  
2/10/2023

DRAWING INFO  
PM: JTA  
DRAWN: ACP  
CHECKED: JMA  
PLOT DATE: 2/10/2023

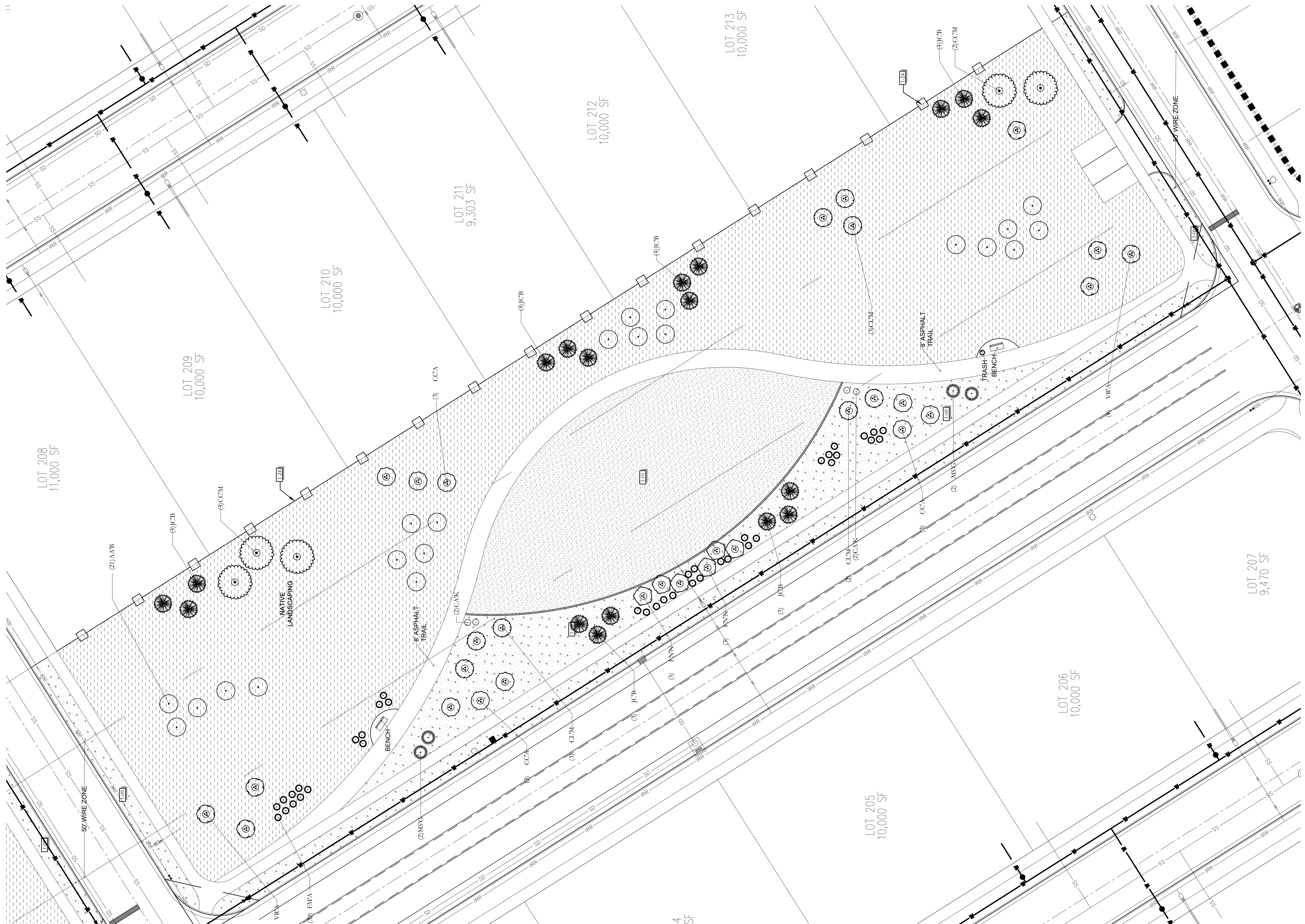
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GRAPHIC SCALE: 1" = 20'  
0' 10' 20' 40' 80'

PKJ DESIGN GROUP  
Landscape Architecture • Planning & Visualization  
3450 N. TRIUMPH BLVD. SUITE 102  
LEHI, UTAH 84043 (801) 753-5644  
www.pkjdesigngroup.com

LP-104





ISSUE DATE		PROJECT NUMBER		PLAN INFORMATION		PROJECT INFORMATION		DEVELOPER / PROPERTY OWNER / CLIENT		LANDSCAPE ARCHITECT / PLANNER		LICENSE STAMP		DRAWING INFO			
2/10/2023		UT22017						HIGH GROUND DEVELOPMENT ATT: TREY ORSAK 801-787-3358 TORSAK@HIGHGROUND.DEV		FOCUS ENGINEERING & SURVEYING 6949 S. HIGH TECH DRIVE STE 200 MIDVALE, UT 84047 801-352-0075		 DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		 LANDSCAPE PLAN		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 2/10/2023	

NO. REVISION DATE

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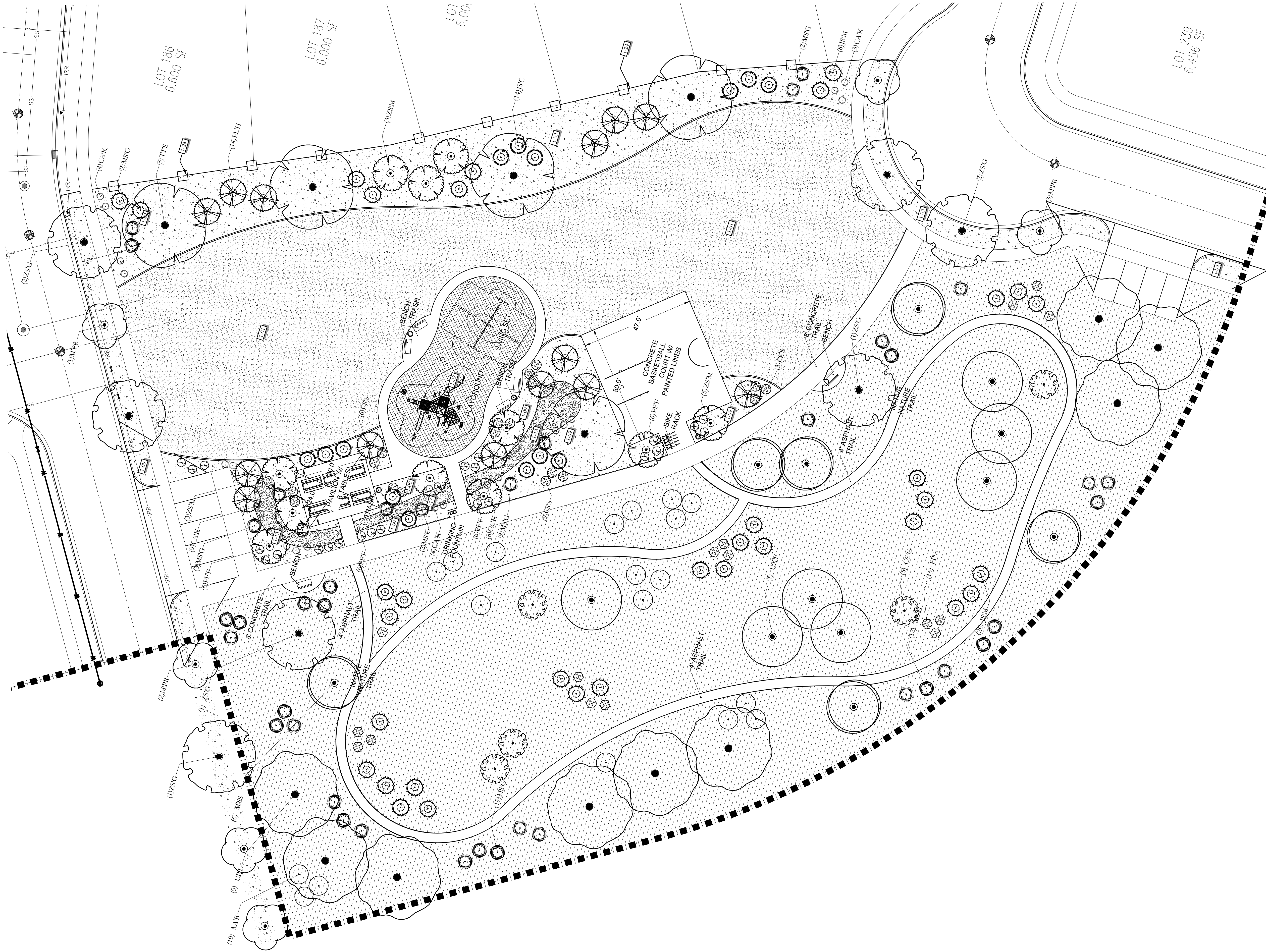
811 BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

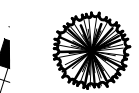



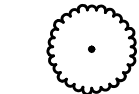










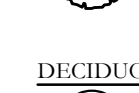

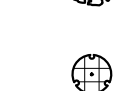
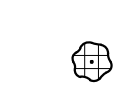






0' 10' 20' 40' 80'  
GRAPHIC SCALE: 1" = 20'

# BRIXTON PARK

## SARATOGA SPRINGS, UTAH





PLANT LEGEND						
CONIFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	JCB	35	Juniperus chinensis 'Blue Point' Blue Point Juniper	B & B	DROUGHT TOLERANT	6'
	JSM	34	Juniperus scopulorum 'Moon Glow' Moon Glow Juniper	B & B	DROUGHT TOLERANT	6'
	JSC	39	Juniperus scopulorum 'Cologreen' Cologreen Juniper	B & B	DROUGHT TOLERANT	6'
	PLH	47	Pinus Heideichii Bosnian Pine	B & B	DROUGHT TOLERANT	6'
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CCM	13	Cercis canadensis 'Merlot' Merlot Eastern Redbud	B & B	2" Cal	DROUGHT TOLERANT
	CCA	18	Cotinus coggygia 'Ancot' Golden Spirit Smoke Tree	B & B	Multi-trunked	DROUGHT TOLERANT
	FNN	22	Forestiera neomexicana New Mexican Olive	B & B	Multi-trunked	DROUGHT TOLERANT
	MPR	26	Malus x 'Prairie Rose' Prairie Rose Crabapple	B & B	2" Cal	DROUGHT TOLERANT
	MSS	6	Malus x 'Spring Snow' Spring Snow Crab Apple	B & B	2" Cal	DROUGHT TOLERANT
	TTTS	5	Tilia tomentosa 'Sterling' Sterling Silver Linden	B & B	2" Cal	DROUGHT TOLERANT
	UPL	16	Ulmus parvifolia 'Emer II' Alicia Lacebark Elm	B & B	2" Cal	DROUGHT TOLERANT
	UXF	25	Ulmus x 'Frontier' Frontier Elm	B & B	2" Cal	DROUGHT TOLERANT
	VRA	26	Viburnum rhytidophyllum 'Alleghany' Leatherleaf Viburnum	B & B	Multi-trunked	DROUGHT TOLERANT
	ZSG	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2" Cal	DROUGHT TOLERANT
	ZSM	36	Zelkova serrata 'Musashino' Musashino Zelkova	B & B	2" Cal	DROUGHT TOLERANT
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CLM	17	Cercocarpus ledifolius Curl-leaf Mountain Mahogany	B & B	Multi-trunked	DROUGHT TOLERANT
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	AA'B	95	Amelanchier alnifolia Serviceberry	5 gal		DROUGHT TOLERANT
	CCG	5	Cotinus coggygia 'Grace' Grace Smoke Tree	5 gal		DROUGHT TOLERANT
	CSS	84	Cytisus scoparius 'Sister Redhead' Sister Redhead Scotch Broom	5 gal		DROUGHT TOLERANT
	FPA	26	Fallugia paradoxa Apache Plume	5 gal		DROUGHT TOLERANT
	FTK	22	Forsythia x intermedia 'Kolgold' Magical Gold Forsythia	5 gal		DROUGHT TOLERANT
	PFF	91	Potentilla fruticosa 'Tango' Dakota Sunspot TM Fargo Yellow Shrubby Cinquefoil	5 gal		DROUGHT TOLERANT
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	CAK	65	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal		DROUGHT TOLERANT
	FMA	201	Festuca mairei Atlas Fescue	1 gal		DROUGHT TOLERANT
	MSG	111	Miscanthus sinensis 'Gracillimus' Maiden Grass	1 gal		DROUGHT TOLERANT

2/10/2023

UT22017

NO.

REVISION

DATE

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811

BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

0'10'20'40'80'

GRAPHIC SCALE: 1" = 20'

BRIXTON PARK

SARATOGA SPRINGS, UTAH

HIGH GROUND DEVELOPMENT  
ATT: TREY ORSAK  
801-787-3358  
TORSAK@HIGHGROUND.DEV

FOCUS ENGINEERING & SURVEYING  
6949 S. HIGH TECH DRIVE STE 200  
MIDVALE, UT 84047  
801-352-0075

PKJ

DESIGN GROUP

Landscape Architecture • Planning & Visualization

3450 N. TRIUMPH BLVD. SUITE 102  
LEHI, UTAH 84043 (801) 753-5644  
www.pkjdesigngroup.com

SEAL

DESIGNED LANDSCAPE ARCHITECT  
JESSIE ANS WORTH  
2/10/2023  
STATE OF UTAH

LANDSCAPE PLAN

PM: JTA

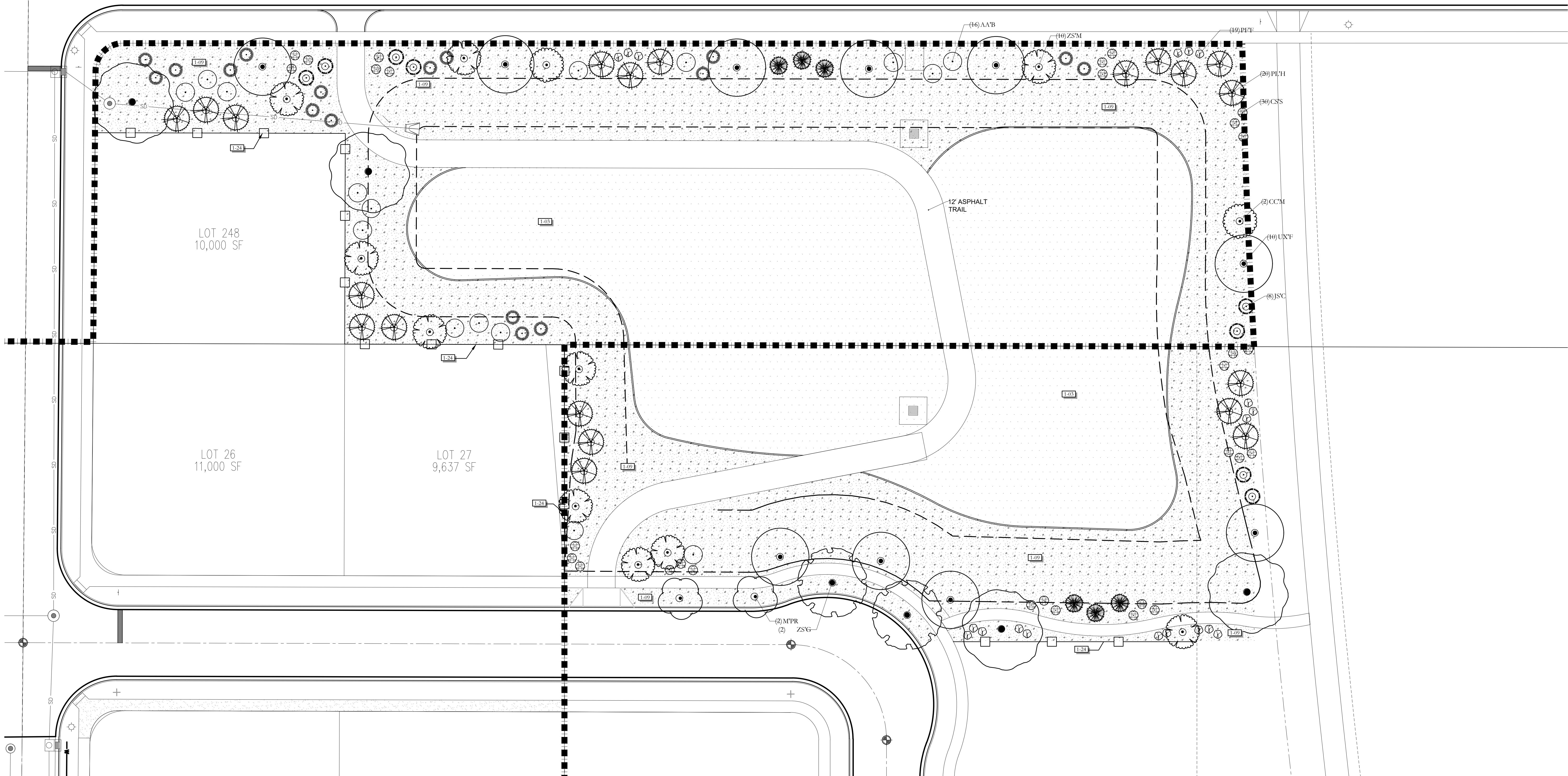
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CHECKED: JMA

PLOT DATE: 2/10/2023

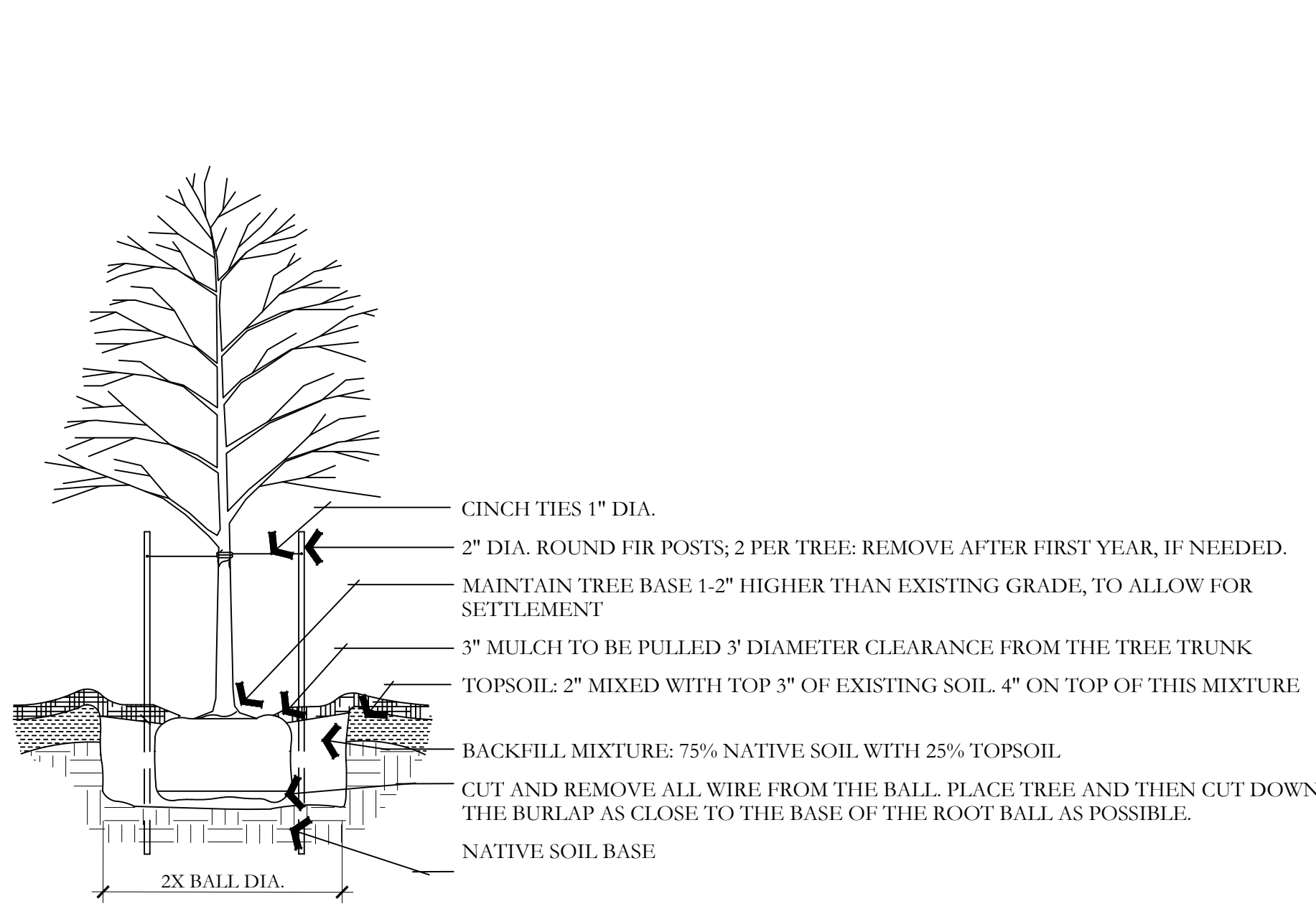
LP-106



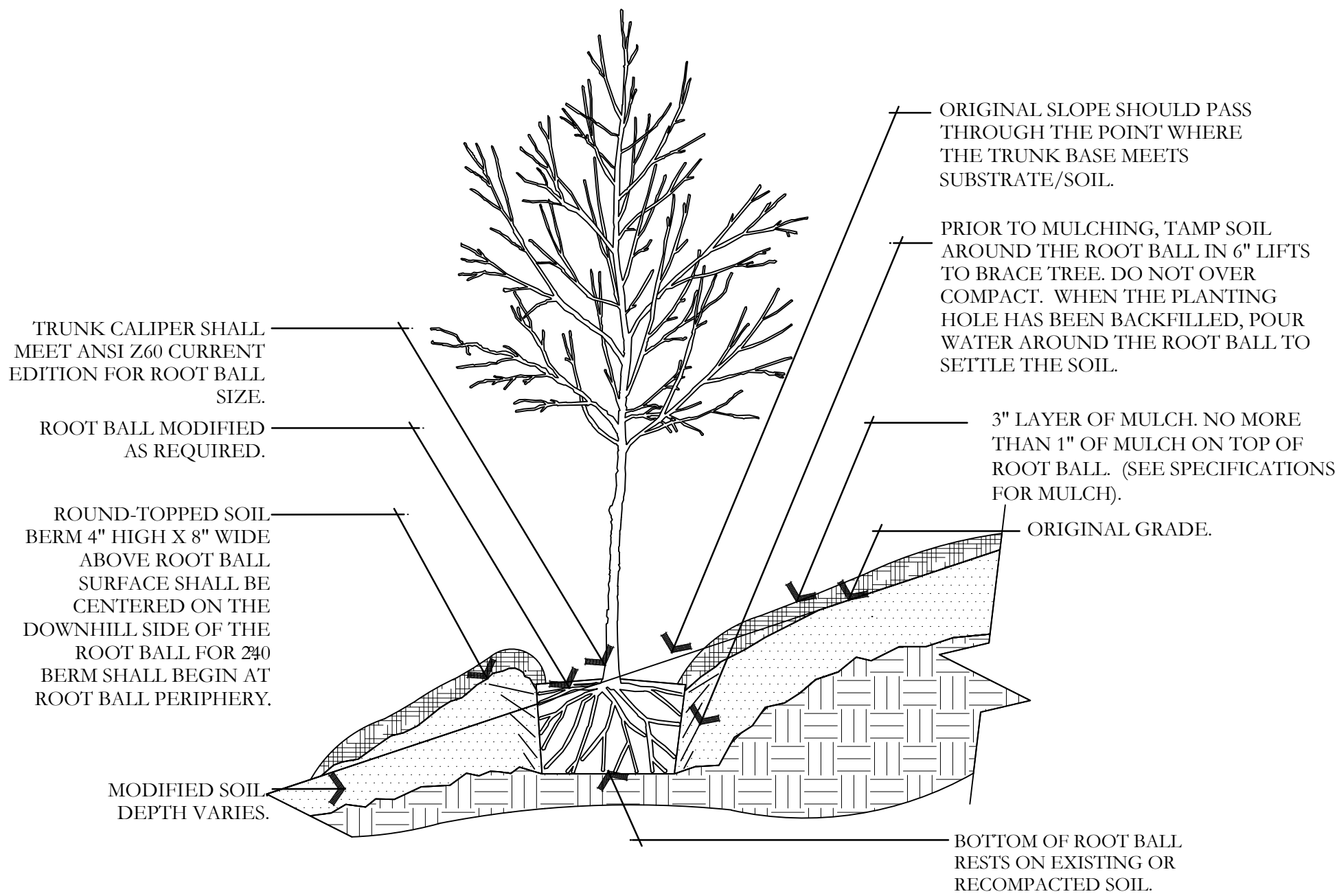


ISSUE DATE 2/10/2023		PROJECT NUMBER UT22017		PLAN INFORMATION		PROJECT INFORMATION		DEVELOPER / PROPERTY OWNER / CLIENT HIGH GROUND DEVELOPMENT ATT: TREY ORSAK 801-787-3358 TORSAK@HIGHGROUND.DEV		LANDSCAPE ARCHITECT / PLANNER FOCUS ENGINEERING & SURVEYING 6949 S. HIGH TECH DRIVE STE 200 MIDVALE, UT 84047 801-352-0075		LICENSE STAMP JESSIE ANSWORTH 8128421-5301 02/10/2023 STATE OF UTAH		DRAWING INFO PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 2/10/2023	
NO. REVISION 1 XXXX 2 3 4 5 6 7		DATE XX-XX-XX		811 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org		GRAPHIC SCALE: 1" = 20' 0' 10' 20' 40' 80'		BRIXTON PARK SARATOGA SPRINGS, UTAH		PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		LANDSCAPE PLAN		LP-107	

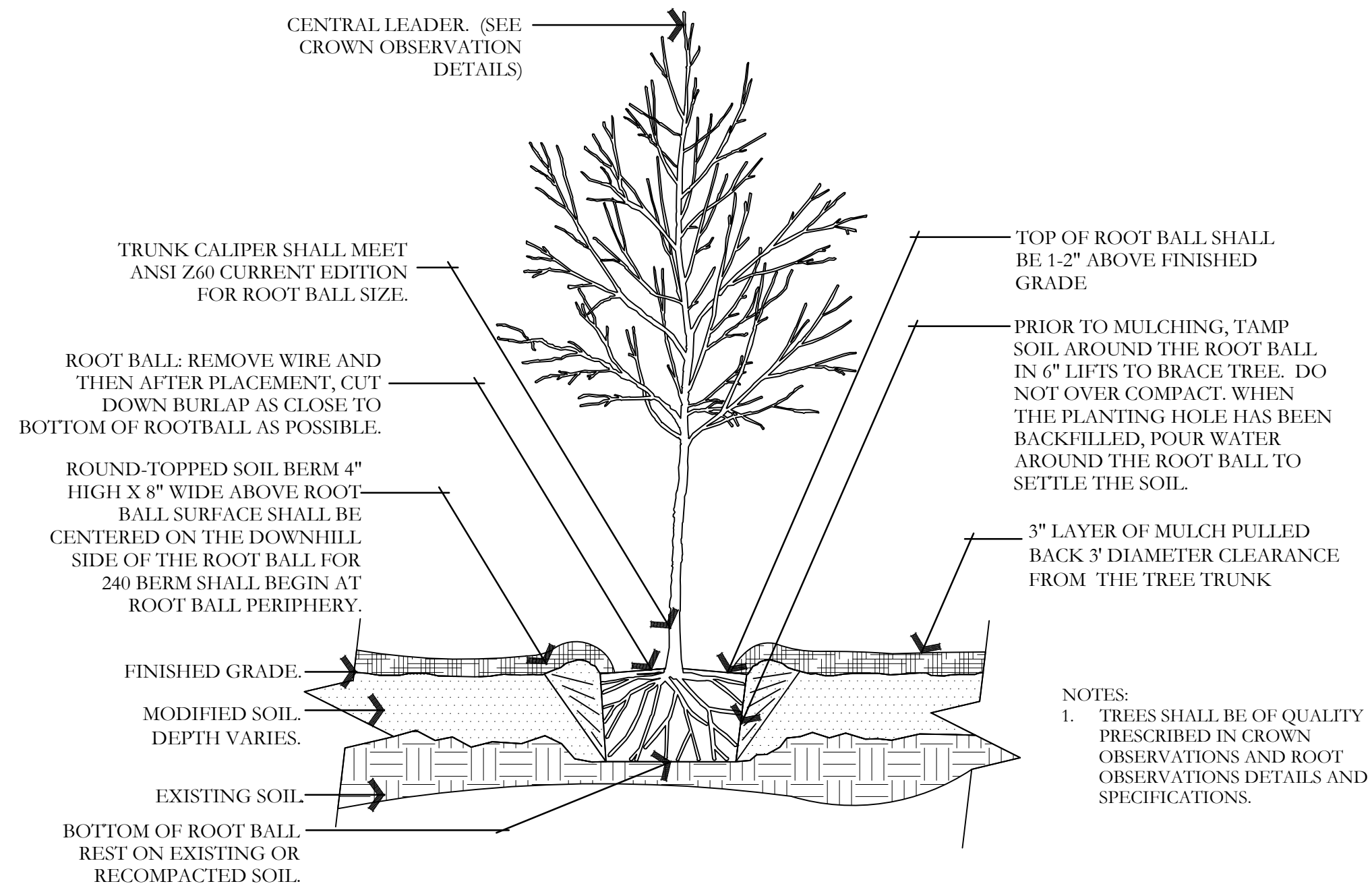




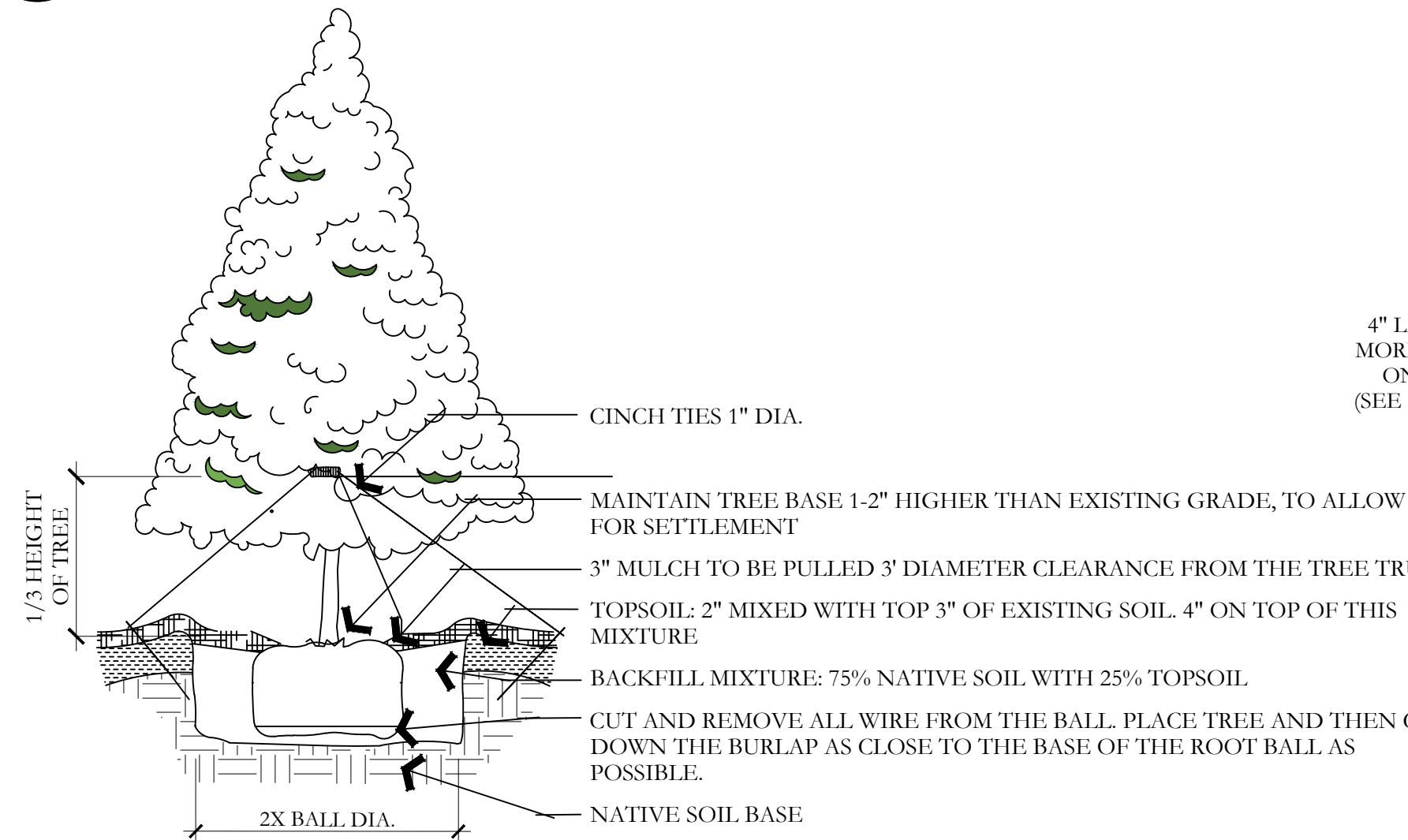
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NOT TO SCALE



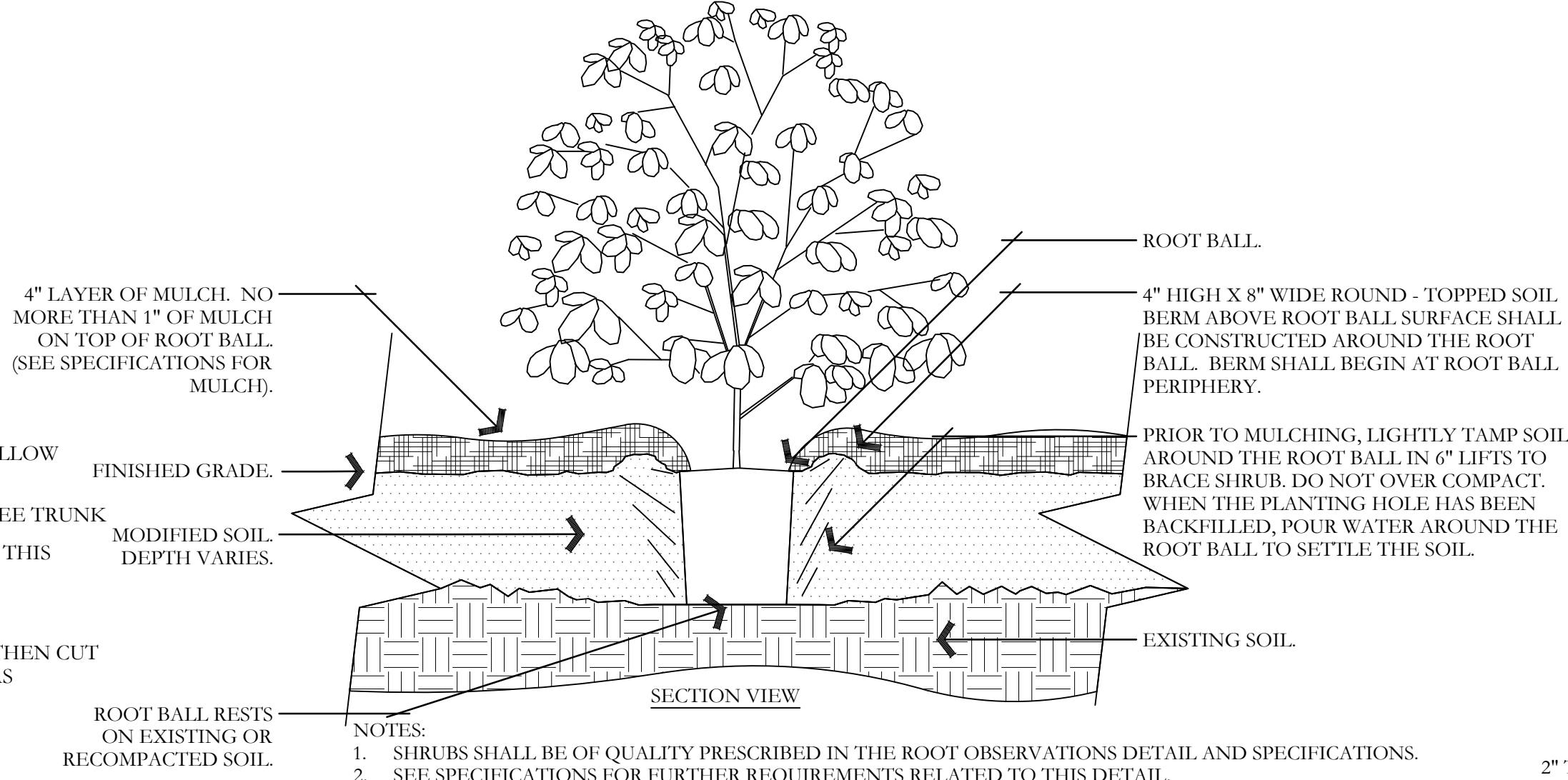
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)  
NOT TO SCALE



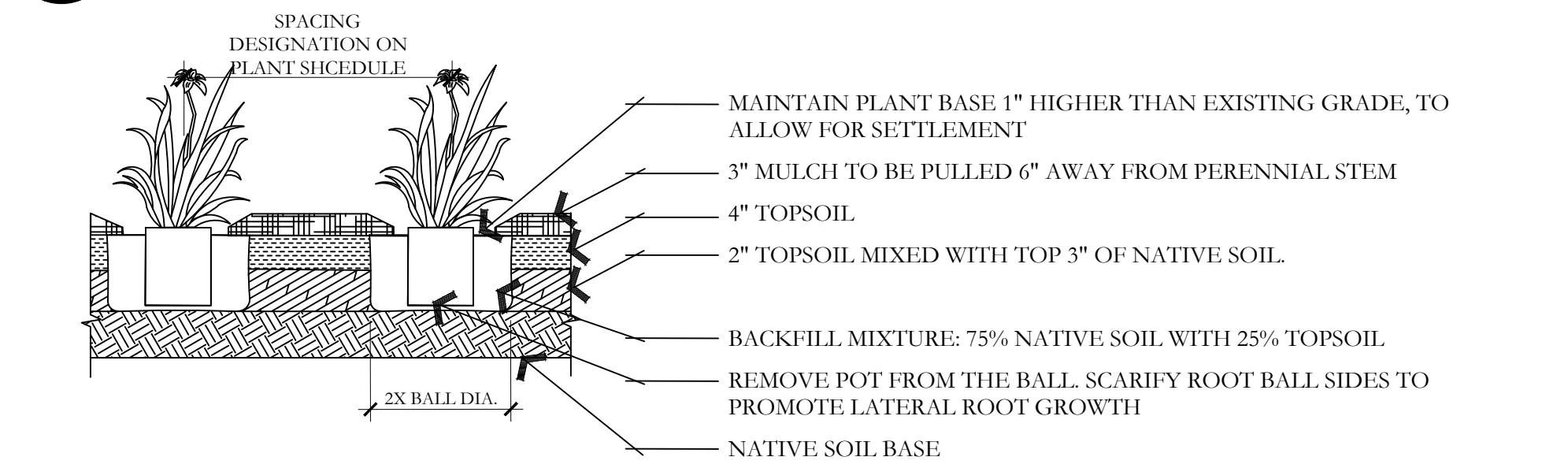
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NOT TO SCALE



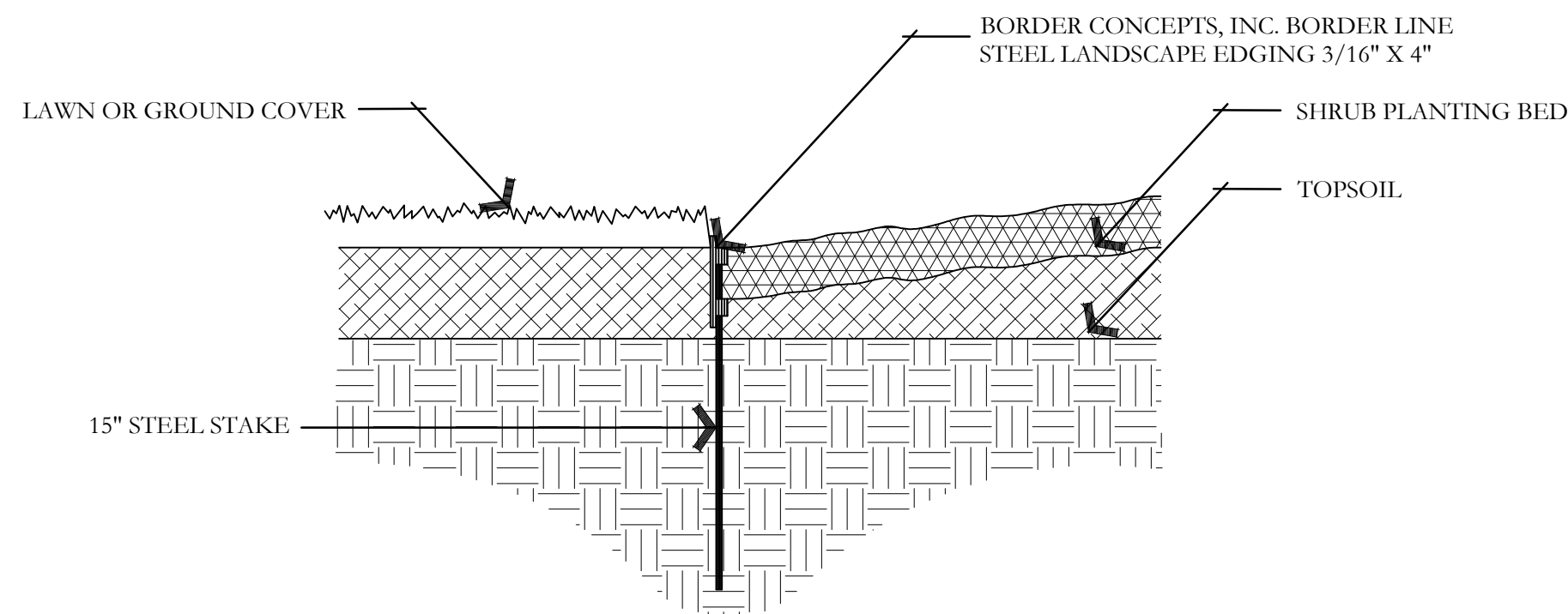
D EVERGREEN TREE PLANTING  
NOT TO SCALE



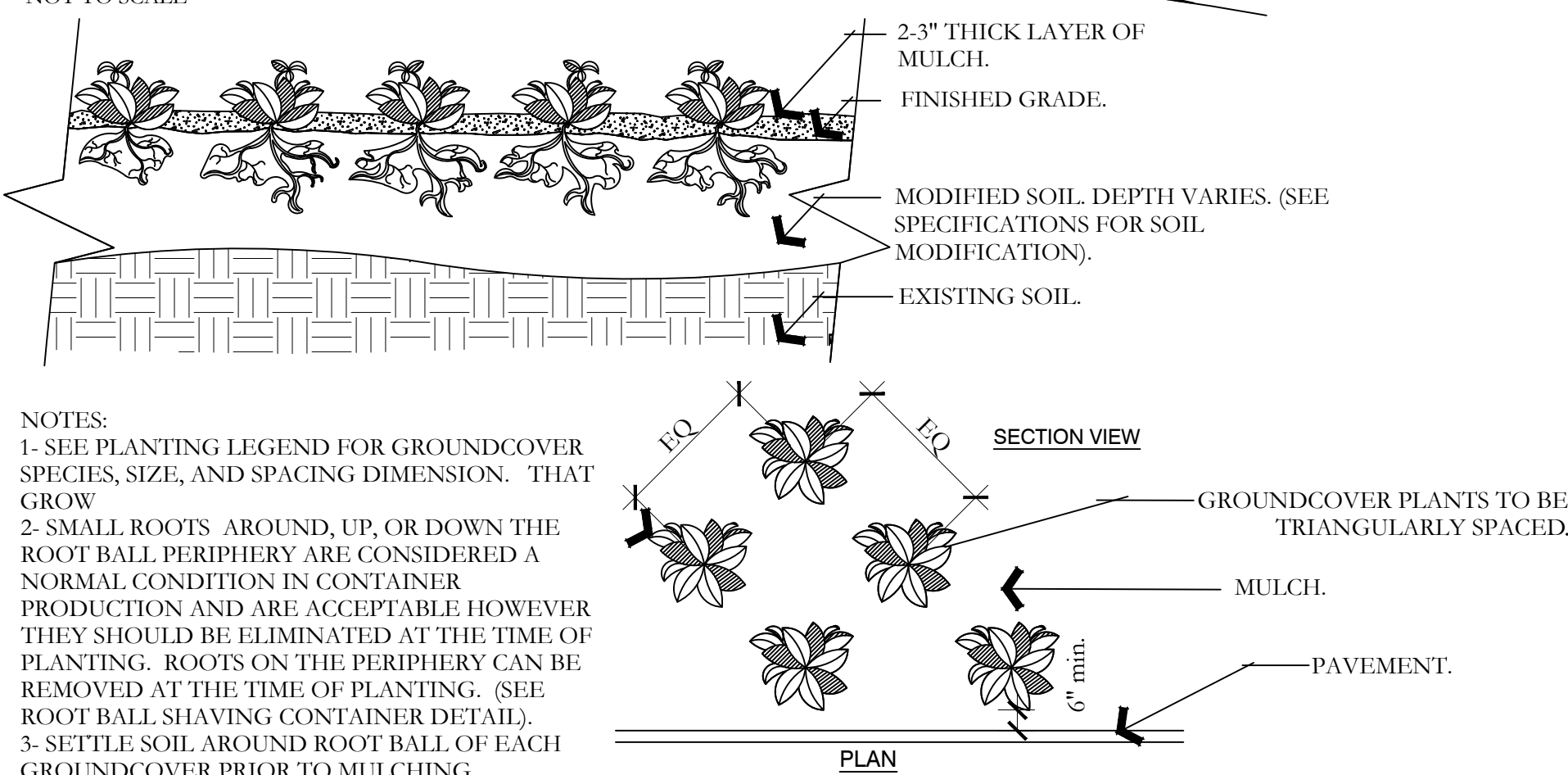
E SHRUB - MODIFIED SOIL  
NOT TO SCALE



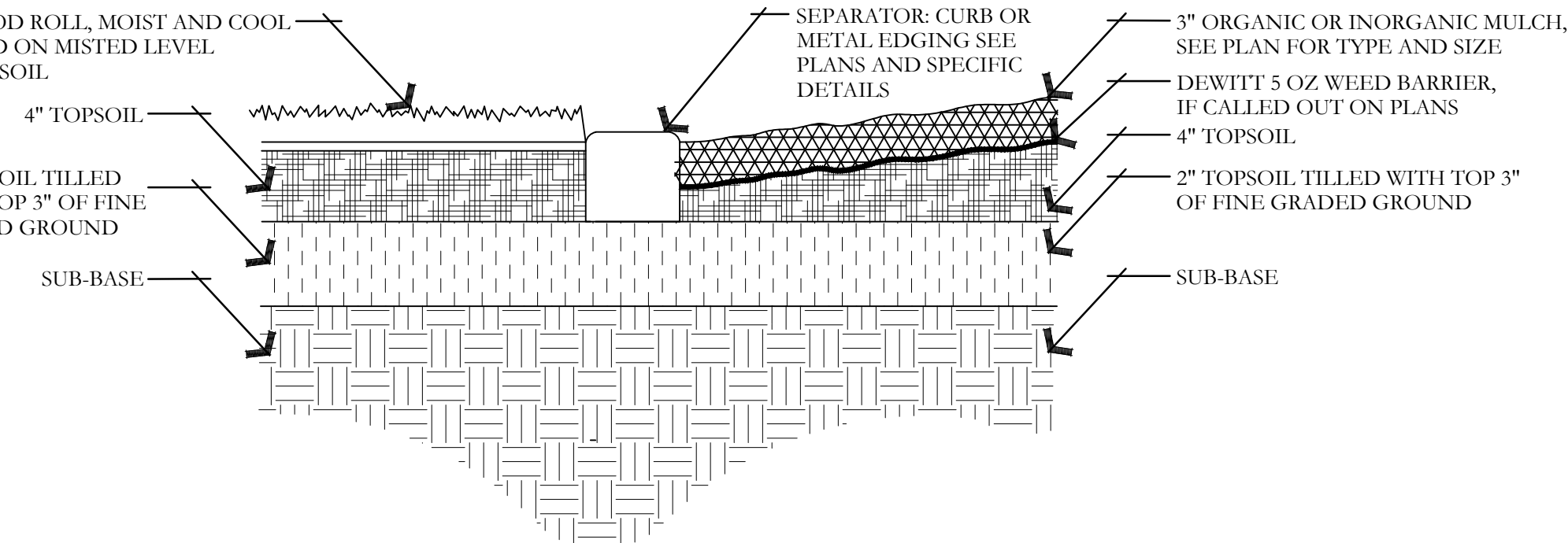
F PERENNIAL PLANTING  
NOT TO SCALE



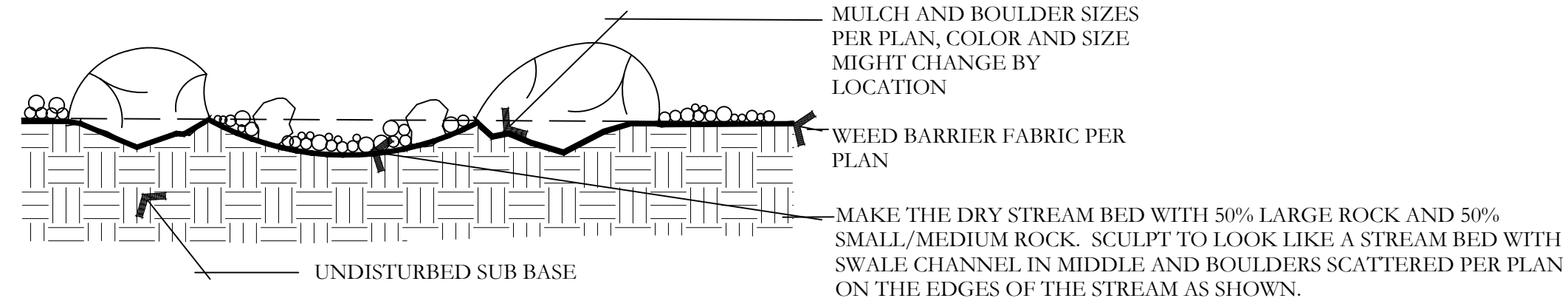
G METAL EDGING DETAIL  
NOT TO SCALE



H PERENNIAL/GROUNDCOVER PLANTING  
NOT TO SCALE

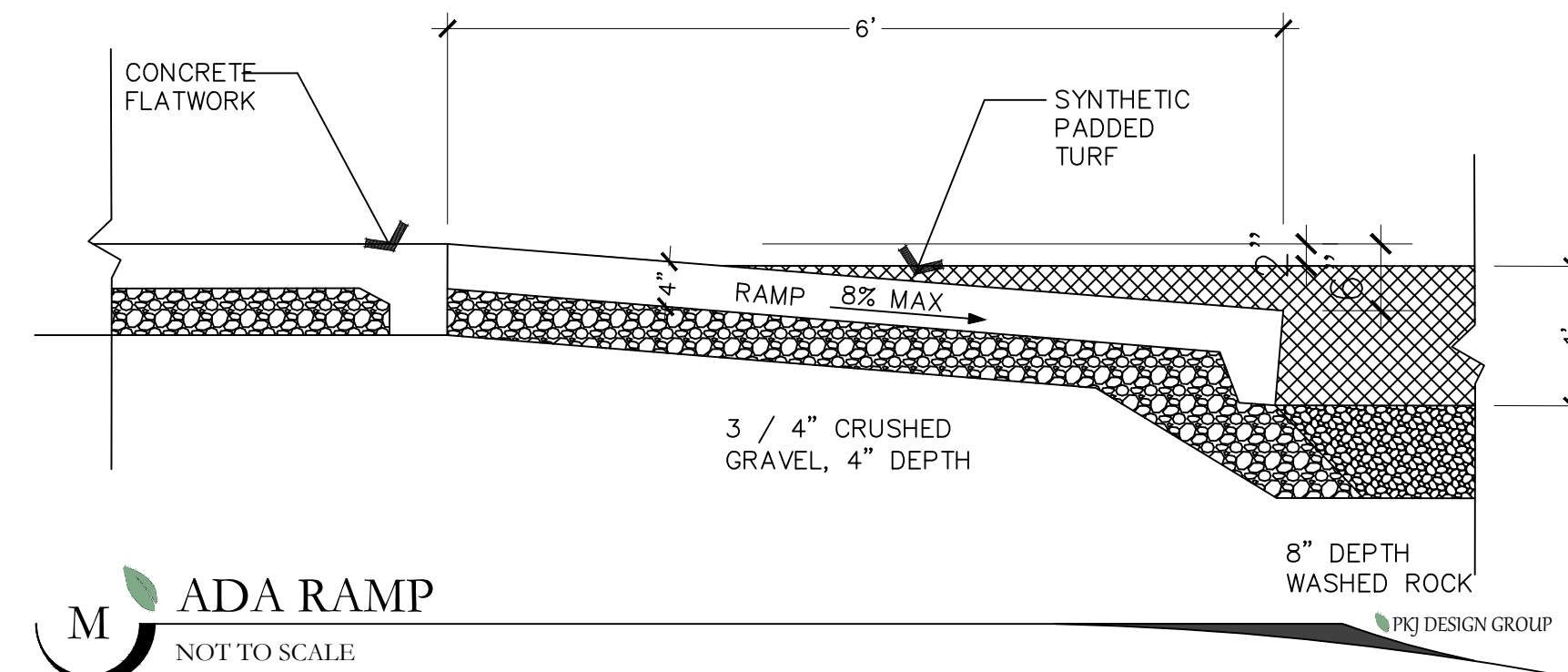
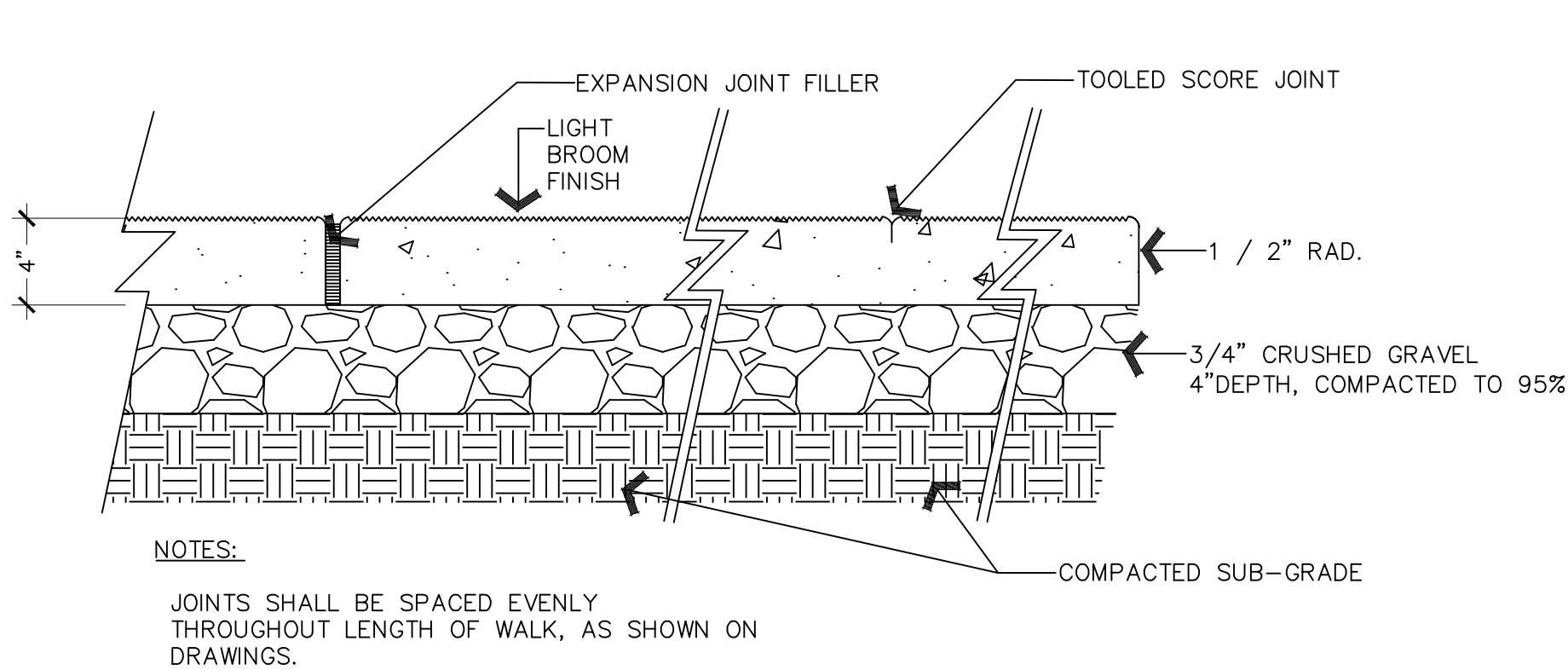
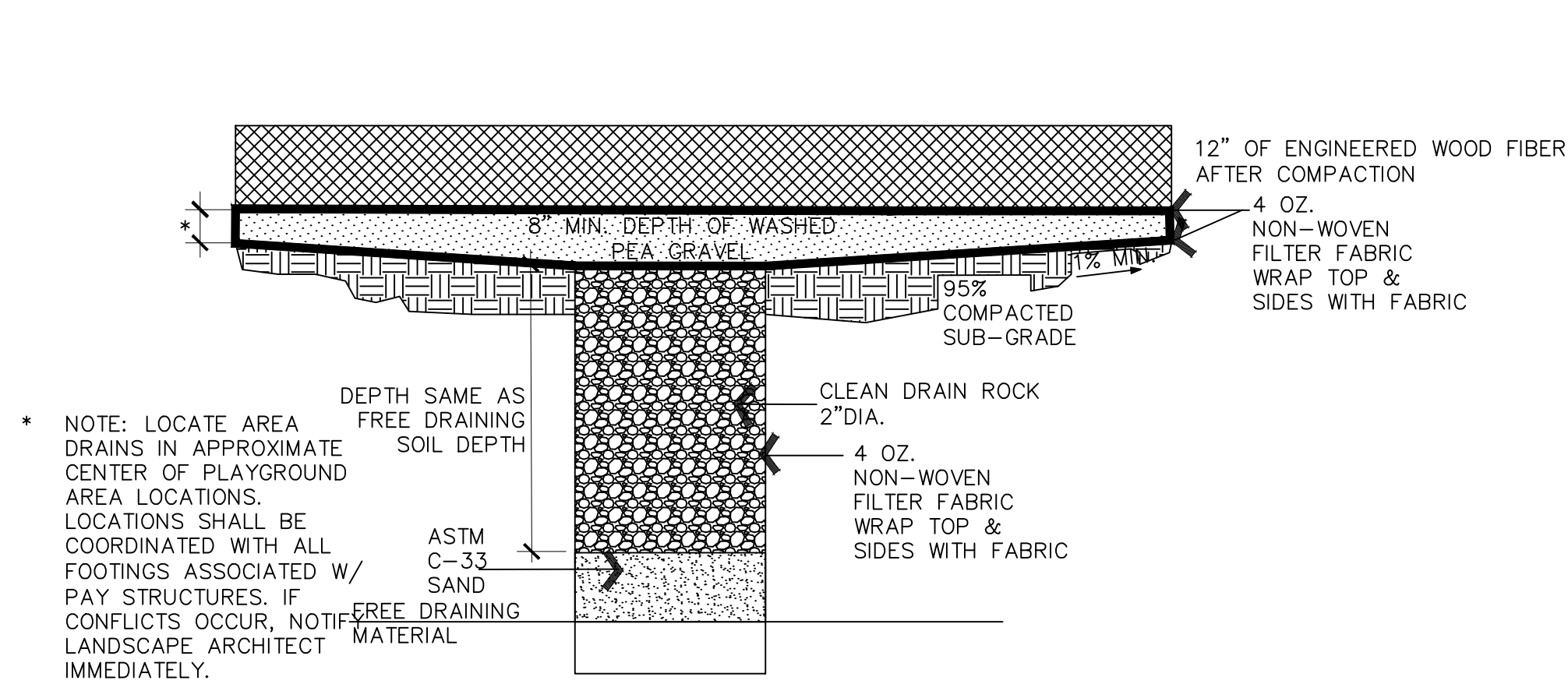


I SOD LAYING/MULCH DETAIL  
NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL  
NOT TO SCALE





## K AREA DRAIN DETAIL

NOT TO SCALE

## L CONCRETE FLATWORK DETAIL

NOT TO SCALE

## M ADA RAMP

NOT TO SCALE



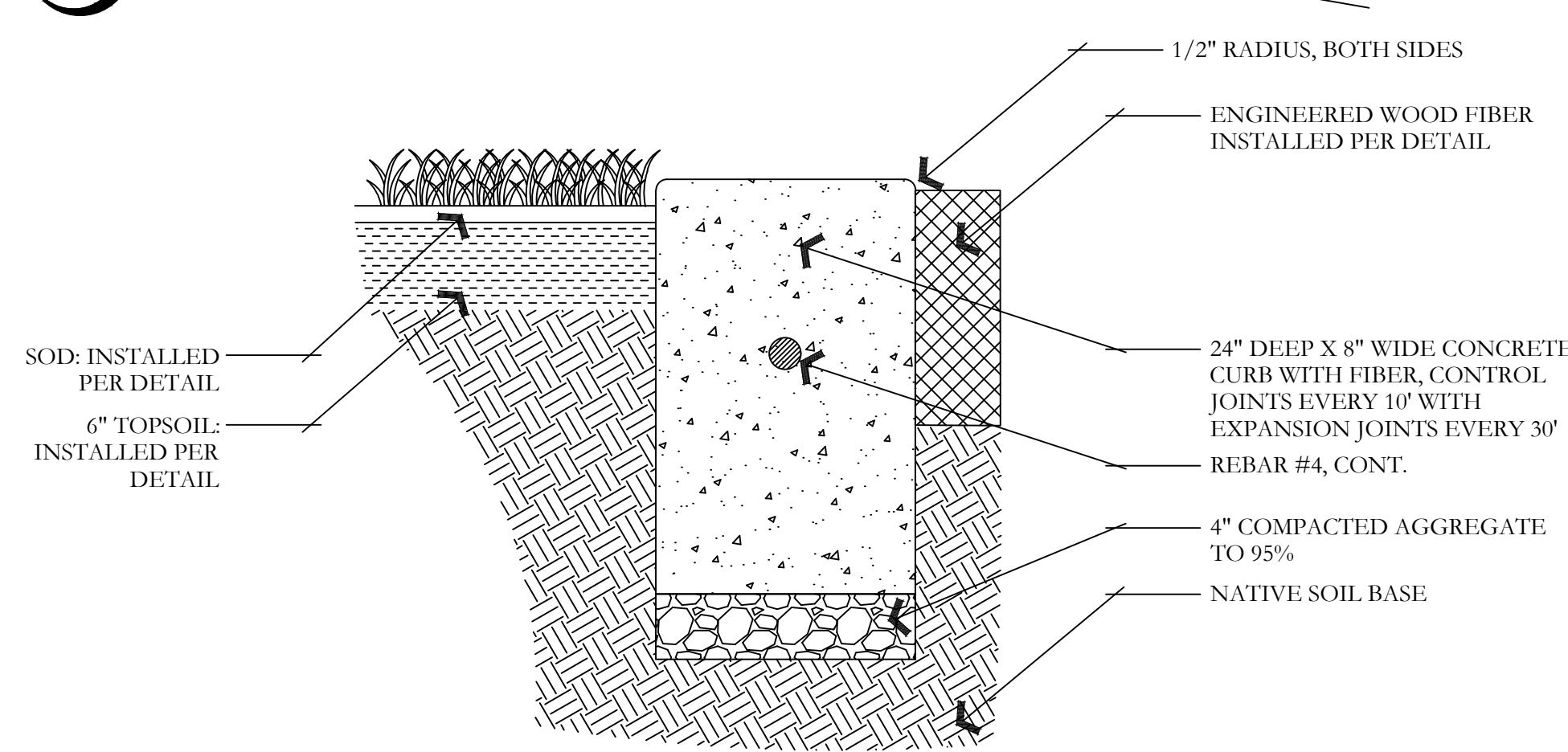
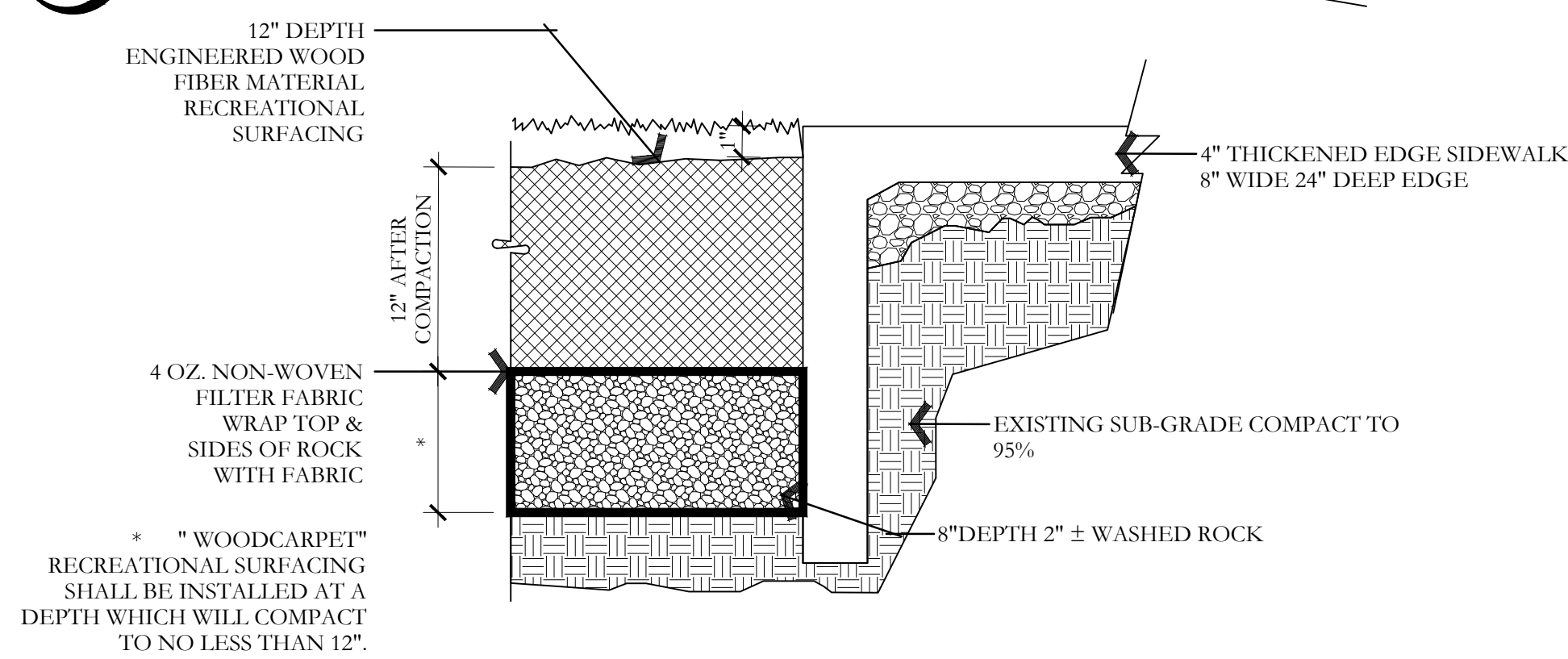
## P BENCH: OR APPROVED EQUAL

NOT TO SCALE



## T PAVILION AND 6' ALUMINUM TABLES: OR APPROVED EQUAL

NOT TO SCALE



## O PLAYGROUND EDGING

NOT TO SCALE

## N ENGINEERED WOOD FIBER SAFETY SURFACING

NOT TO SCALE



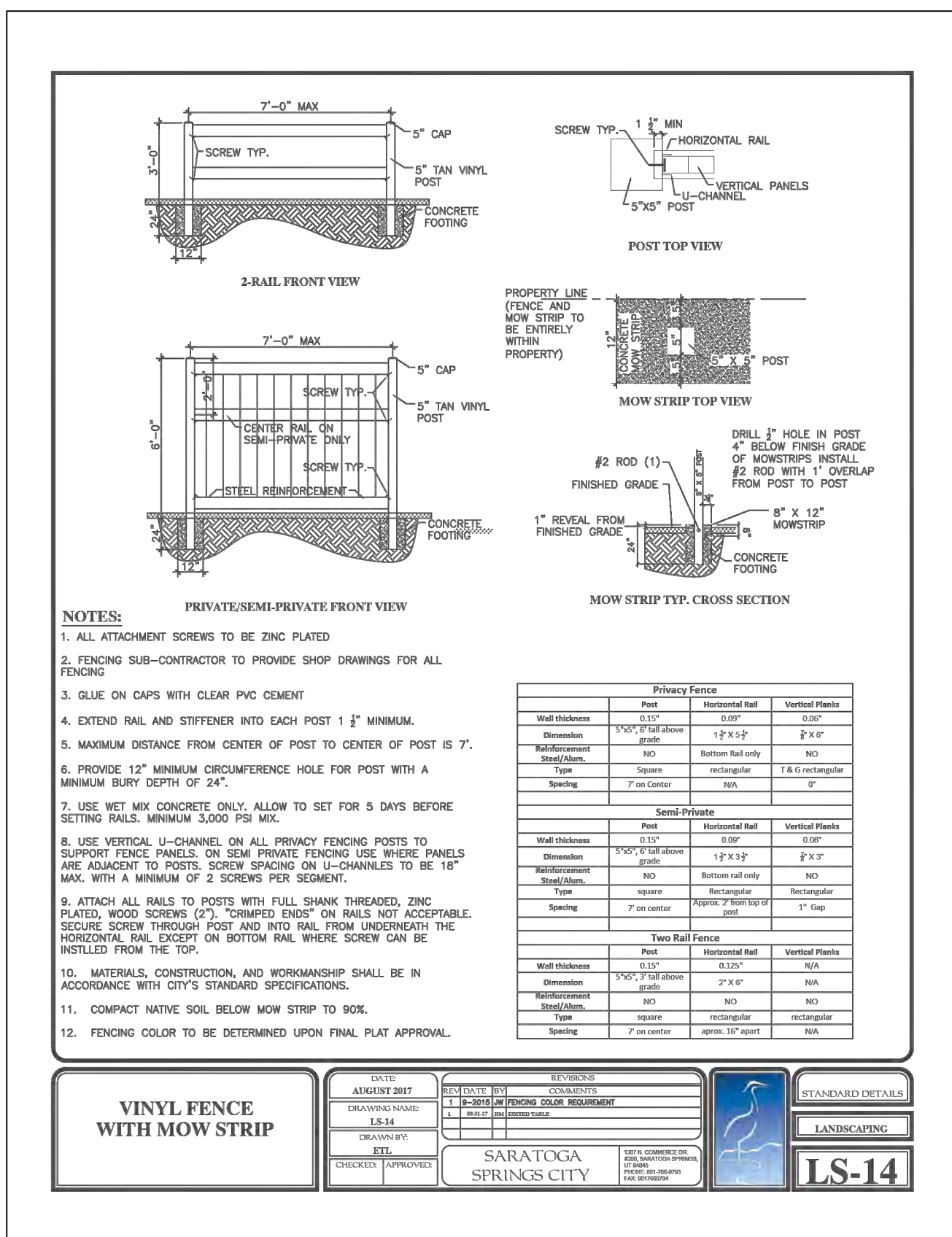
## U ULINE 3 LOOP WAVE BIKE RACK: OR APPROVED EQUAL

NOT TO SCALE



## V TRASH RECEPTACLE: OR APPROVED EQUAL

NOT TO SCALE



## Q 6' SEMI-PRIVATE FENCE: OR APPROVED EQUAL

NOT TO SCALE



## S LANDSCAPE STRUCTURES 1026 + 1613 AND 2" ARCH SWING FRAME W/ ADDITIONAL BAY OR APPROVED EQUAL

NOT TO SCALE

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
2/10/2023	UT22017			HIGH GROUND DEVELOPMENT ATT: TREY ORSAK 801-787-3358 TORSASK@HIGHGROUND.DEV	FOCUS ENGINEERING & SURVEYING 6949 S. HIGH TECH DRIVE STE 200 MIDVALE, UT 84047 801-352-0075	PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com	PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 2/10/2023

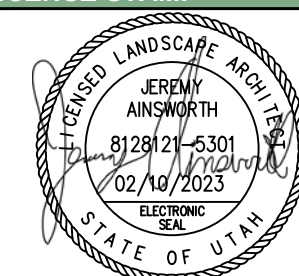
NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

# BRIXTON PARK

## SARATOGA SPRINGS, UTAH

HIGH GROUND DEVELOPMENT  
ATT: TREY ORSAK  
801-787-3358  
TORSASK@HIGHGROUND.DEV

FOCUS ENGINEERING & SURVEYING  
6949 S. HIGH TECH DRIVE STE 200  
MIDVALE, UT 84047  
801-352-0075



LANDSCAPE DETAILS

LP-502