



ENT 46799:2019 PG 1 of 44  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2019 May 28 11:51 am FEE 40.00 BY MG  
 RECORDED FOR SARATOGA SPRINGS CITY

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Saratoga Northgate Inc., a Utah corporation, hereinafter referred to as "Developer", on the 17<sup>th</sup> day of May 2019.

**RECITALS:**

**WHEREAS**, Developer desires to develop approximately 16.865 acres of real property located in the City of Saratoga Springs, Utah, to be known as Saratoga Northgate (the "Project");

**WHEREAS**, the west portion of the Project is currently in the Agriculture Zone, and is described in the attached Exhibit A, and in this Agreement shall be called the "Property". Developer wishes to have the Property rezoned into the Office Warehouse Zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request"), and wishes to be bound by this Agreement in order to be able to develop the Property and the Project as proposed;

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

**WHEREAS**, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council;

**WHEREAS**, to assist the City in its review of the Rezoning Request and to assure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developer may develop the Project;

**WHEREAS**, on April 17, 2012, City adopted a comprehensive update to its general plan (the "General Plan") pursuant to Utah Code Annotated § 10-9a-401, et seq. A portion of the General Plan establishes development policies for the Property. Such development policies are consistent with the proposed Project;

**WHEREAS**, on October 11, 2018, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request, and reviewed the conceptual project plans attached hereto as Exhibit D (the "Concept Plan"), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B;

**WHEREAS**, on October 16, 2018, the Saratoga Springs City Council (the “City Council”), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developer, and City officials, approved Developer’s Zoning Request, this Agreement, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit C;

**WHEREAS**, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, and required road, landscaping, trail, storm drain, sewer, and water improvements;

**WHEREAS**, to allow development of the Property for the benefit of Developer, to ensure City that the development of the Property will conform to applicable policies set forth in the General Plan, and to address concerns of property owners in proximity to the Property, Developer and City are each willing to abide by the terms and conditions set forth herein; and

**WHEREAS**, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and Title 19 of the City code (collectively, the “Public Purposes”). As a result of such determination, City has elected to process the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

#### **AGREEMENT:**

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

1. **Effective Date.** This Agreement shall become effective on the date it is executed by Developer and the City (the “Effective Date”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. **Property.** The property subject to this Agreement is described in the attached Exhibit A. This Agreement only applies to the Property described in Exhibit A and does not apply to the remainder of the Project. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.
3. **Zone Change and Permitted Uses.** Subject to the terms of this Agreement, the future

development of the Property shall be subject to the provisions of the Office Warehouse zone existing on the effective date of this Agreement with respect to the permitted and conditional uses with the exception that Automobile Repair, Major; Automobile Repair, Minor; Car Wash, Self Service; Refueling Station, Public; Refueling Station, Private; shall not be permitted. However, all other requirements, including but not limited to setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of a preliminary plat or site plan application, except to the extent this Agreement is more restrictive. All work associated with any approved use in a building in the Office Warehouse zone shall be conducted entirely within the confines of buildings and not outside. Deliveries shall not be provided to any business in the Office Warehouse zone between the hours of 10:00 PM and 6:00 AM Mountain Time, to comply with Section 10.10.06 of the City Code, Noise, as amended.

4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, landscaping, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
  
5. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Developer shall be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City ordinances, regulations, and standards with respect to the required infrastructure to service the Property, including without limitation installing the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way limitation, the Developer shall be required to install and dedicate the following:

- a. **Water Rights and Sources.** Developer shall convey to the City water rights and

sources sufficient for the development of the Property according to City regulations in effect at the time of plat recordation of each phase. The City may, but is not required to, sell to Developer water rights if the City has sufficient water rights and sources.

- b. **Water Facilities for Development.** Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with the City regulations in effect at the time of plat and site plan submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with the then-current City regulations and any applicable law.
  - c. **Sewer, Storm Drainage, and Roads.** At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the Property in accordance with the then-current City regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with the then-current City regulations and any applicable law.
  - d. **Landscaping and Trail Improvements.** Developer shall be required to install and improve the landscaping and trail improvements as specified in Exhibit E and the 2011 Saratoga Springs Trails Master Plan (in addition to and not in lieu of all required landscaping and other improvements according to current City regulations), and shall receive landscaping credit therefor. Developer shall maintain the trail improvements including repairing and replacing the vegetation and trail surface, repairing and replacing all necessary infrastructure and improvements, and providing snow removal to ensure that the public is able to safely use and access the trail.
6. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including site and building design plans) (the "Plans") to be prepared for the Project meeting City regulations, this Agreement including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements herein, Developer shall provide all information required by City regulations as well as any information which City staff reasonably requests.
  7. Standards for Approval. City Council shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City that the Project will be a high quality development that will be designed in a manner to minimize adverse impacts to the

neighborhood. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified in Title 19 of the City Code, and Developer shall be required to record a Final Plat with the Utah County Recorder and pay all recording fees.

8. Commencement of Site Preparation. Developer shall not commence construction of any Project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement. Upon approval of the Plans, subject to the provisions of this Agreement and conditions of approval, Developer may proceed by constructing the Project all at one time or in phases as specified in City regulations.
9. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent; (ii) substantially changes the exterior appearance of the Project; (iii) reduces the total percentage of landscaping areas and public improvements; or (iv) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standard for approval set forth herein.
10. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the Office Warehouse zone.
11. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of eight (8) years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land, as set forth in any Special Condition, shall survive this Agreement as provided by such Special Condition; or (ii) if Developer fails to proceed with the Project within a period of two (2) years. If this Agreement is terminated due to Developer's failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to the Agriculture Zone. Unless otherwise agreed to by the City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement

approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by the City Council and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise in writing.

12. Successors and Assigns.

- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.
- b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 12.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

13. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:
  - i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
  - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
  - iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with the intent and objectives of this Agreement.
- b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Subparagraph 13.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
    - ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.
  - c. Breach of Agreement. Upon Default as set forth in Subparagraphs 13.a. and 13.b. above, City may declare Developer to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
14. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- Exhibit A:** Legal Description of Property.
  - Exhibit B:** Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes.

**Exhibit C:** Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes.

**Exhibit D:** Preliminary Concept Plan.

**Exhibit E:** Required Trail Improvements.

15. General Terms and Conditions.

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



enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developer:                   Saratoga Northgate Inc.  
   c/o Andrew Jensen  
   5284 S. Commerce Drive  
   Suite C-274  
   Murray, Utah 84107  
   andrew@pmjcompanies.com

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

- l.    Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
  
- m.   Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.
  
- n.   Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project, and geological hazards.
  - i.    Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance
  
  - ii.   City shall give written notice of any claim, demand, action or proceeding

which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 13 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title, and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title, or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

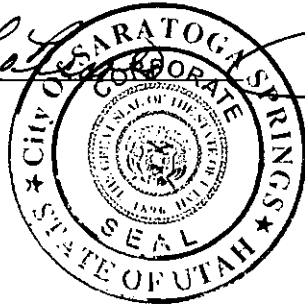
- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

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

Attest:

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

Cindy Ralston  
City Recorder



By: [Signature]  
Mayor

DEVELOPER: Saratoga Northgate Inc., a Utah corporation

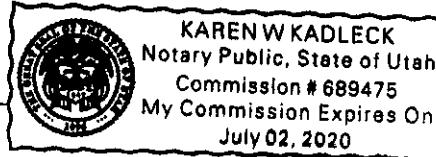
By: [Signature]  
Its: Chief Executive Officer

State of Utah

County of Salt Lake

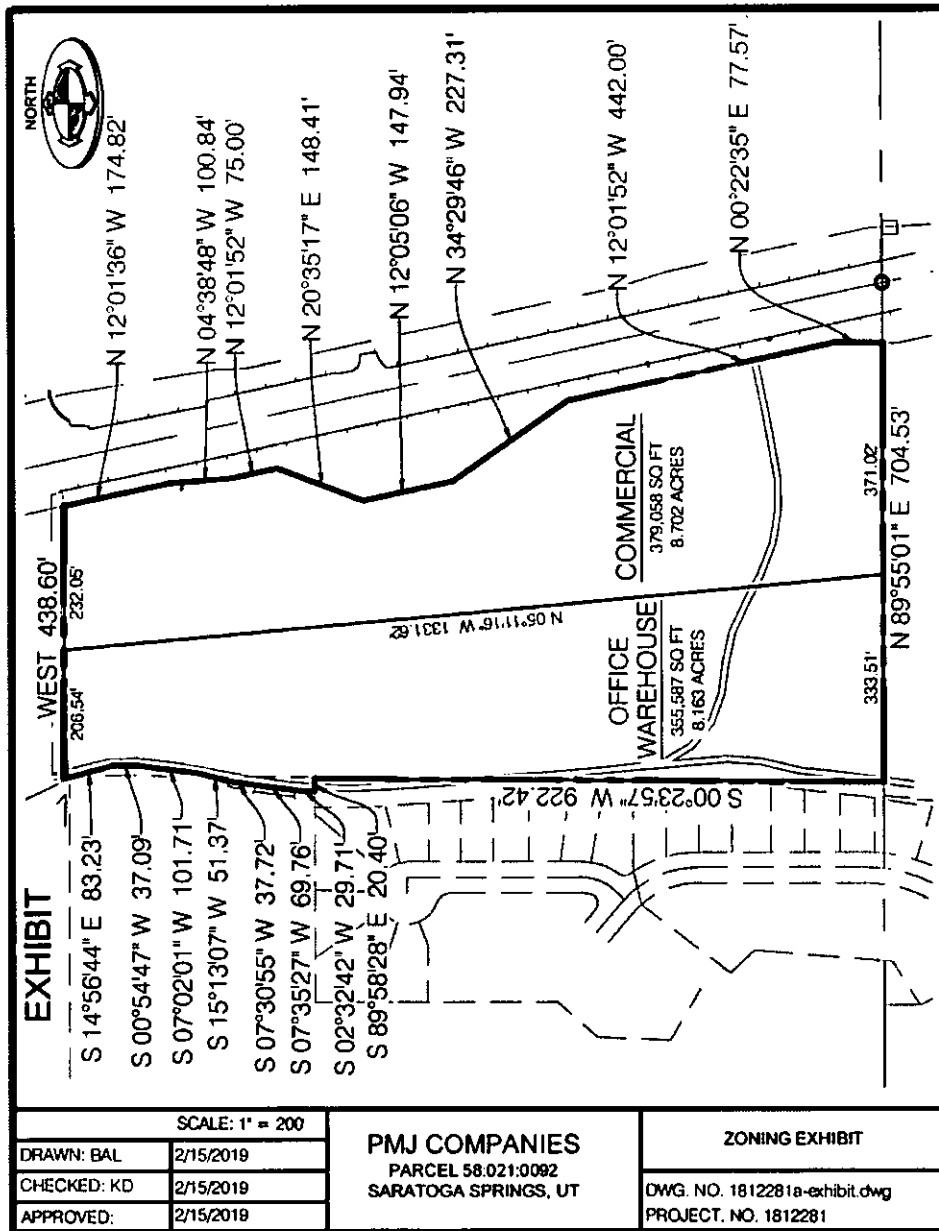
The foregoing instrument was acknowledged before me this 17th day of May A.D. 2019 by Paul M Jensen, of Saratoga Northgate Inc. a Utah corporation.

[Signature]  
Notary Public



**Exhibit "A"****Legal Description of Property**

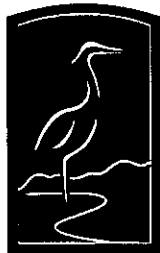
BEGINNING AT A POINT NORTH 89°55'01" EAST 539.64 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°55'01" EAST 333.51 FEET ALONG THE SECTION LINE; THENCE NORTH 05°11'16" WEST 1331.62 FEET TO A POINT ON AN EXISTING WIRE FENCE; THENCE WEST 206.54 FEET ALONG SAID WIRE FENCE TO A FOUND LEI REBAR AND CAP ON THE EAST BANK OF THE CANAL; THENCE SOUTHERLY ALONG SAID EAST BANK OF THE CANAL THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 14°56'44" EAST 83.23 FEET; 2) SOUTH 00°54'47" WEST 37.09 FEET; 3) SOUTH 07°02'01" WEST 101.71 FEET; 4) SOUTH 15°13'07" WEST 51.37 FEET; 5) SOUTH 07°30'55" WEST 37.72 FEET; 6) SOUTH 07°35'27" WEST 69.76 FEET; 7) SOUTH 02°32'42" WEST 29.71 FEET TO A POINT ON THE NORTHERLY LINE OF THE HARVEST HILLS PLAT "U" SUBDIVISION, RECORDED JULY 3, 2002 AS ENTRY NO. 75246:2002 AT THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG NORTHERLY AND EASTERLY LINE OF SAID HARVEST HILLS PLAT "U" SUBDIVISION AND THE EASTERLY LINE OF HARVEST HILLS PLAT "U" SUBDIVISION, RECORDED JULY 3, 2002 AS ENTRY NO. 75247:2002 AT THE OFFICE OF THE UTAH COUNTY RECORDER THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°58'28" EAST 20.40 FEET; 2) SOUTH 00°23'57" WEST 922.42 FEET TO THE POINT OF BEGINNING.



Note: The Regional Commercial (Easterly) portion of the Project is not bound by this Agreement.

**Exhibit "B"**

**Staff Report with Adopted Planning Commission Findings and Conditions of Approval,  
Report of Action (if applicable), and Written Minutes (attached hereto).**



**SARATOGA  
SPRINGS**  
*Life's just better here*

**PLANNING COMMISSION  
Staff Report**

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**Saratoga Northgate General Plan amendment, rezone, concept plan  
October 11, 2018  
Public Hearing**

Report Date:	October 4, 2018
Applicant:	Andrew Jensen, PMJ Companies
Owner:	AKA Saratoga, LLC et al.
Location:	2500 North Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	58:021:0092, 17.09 acres
Land Use Designation:	Low Density Residential, Office, Community Commercial
Parcel Zoning:	Agriculture
Adjacent Zoning:	R1-10 PUD, Agriculture
Current Use of Parcels:	Vacant
Adjacent Uses:	Vacant, single-family
Previous Meeting:	September 13, 2018, Planning Commission
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	David Stroud, AICP, Planning Director

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**A. Executive Summary:**

The applicant requests the City amend the General Plan land use map from Agriculture (A) to Medium Density Residential (MDR) or Office Warehouse, and Community Commercial (CC) and rezone property from Agriculture to R3-6 or Office Warehouse, and Regional Commercial (RC) at approximately 2500 North Redwood Road as shown on Exhibit 1. The applicant also requests non-binding feedback on the proposed Saratoga Northgate concept development. This request affects approximately 17.09 acres.

**Recommendation:**

Staff recommends the Planning Commission conduct a public hearing on the proposed General Plan amendment and rezone, take public comment, review and discuss the proposal, and choose from the options in Section H of this report. Options include recommendation of approval with or without modification, recommendation of denial, or continuation.

- B. Background:** The subject property is unplatted and undeveloped. The applicant's objective is to amend the General Plan land use map, rezone the property, and then develop a twin-home subdivision in the R3-6 zone or a commercial office/warehouse development in the Office Warehouse zone and commercial pads in the RC zone. The twin-homes will act as a buffer and feather the density to the proposed commercial development area while office warehouse will encroach the nearby Harvest Hills development.

**C. Specific Requests:**

- The first proposal is to amend ~8.52 acres of the General Plan land use map from Office and Community Commercial to Regional Commercial. Also, ~8.93 acres of the land use map will change from LDR, Office and CC to MDR or OW. If approved, these changes would then permit the applicant to request the applicable zones in order to develop similar to the concept plans that has been submitted.

The current General Plan acreage of Office and Community Commercial is approximately 12.5 acres. The applicant's proposal is a reduction nearly 4 acres of potential office/commercial area (assuming MDR) and does move any future office/commercial away from the existing Harvest Hills development in exchange for twin-homes. The addition of a potential Office Warehouse land use would then extend the current land use encroachment of non-residential closer to Harvest Hills.

The potential residential development goes from 4.28 acres of Low Density Residential to 8.93 acres of Medium Density Residential, or an increase of approximately 4.65 acres.



- If the General Plan land use map is amended as proposed, the applicant requests a rezone from A to R3-6 or OW, and RC be approved to coincide with new land use map boundaries. The residential change to MDR will permit the R3-6 zone in order to develop 27 twin-homes (54 units) which will act as a buffer between the commercial development and the existing Harvest Hills development. The OW zone option then permits development coinciding with the approved land uses in the OW zone and moves commercial development closer to Harvest Hills. The commercial change to RC will permit the future development of regional commercial to include a potential a hotel. A hotel is not permitted in the CC zone and is a conditional use in the RC zone.

- Non-binding feedback on the proposed concept plan.

**D. Process:**

**Rezone and General Plan Amendment**

The table in Section 19.13.04 outlines the process requirements of a Rezone and General Plan Amendment. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council shall then either approve, continue, or deny the request.

**Concept Plan**

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

Per Chapter 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The review shall be for comment only, no public hearing is required and no recommendation or action made.

- E. Community Review:** This item was noticed in the *Daily Herald* as a Planning Commission public hearing and a mailed notice sent to all property owners within 300 feet. As of the date of this report, one phone call has been received and a few emails. The notice has also been posted in the City building, [www.saratogspringscity.com](http://www.saratogspringscity.com), and [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).
- F. General Plan:** The land use designation of the parcels is O, RC, and LDR and the request is to change to MDR or OW, and RC. The applicant's request to change the zone from A to R3-6 or OW, and RC is consistent with the requested land uses of MDR, OW, and RC.

**The General Plan defines MDR as:**

*Residential developments at higher densities in neighborhoods that still maintain a suburban character. Designed to create a functional*

*transition from one land-use to another. Developments in these areas should be constructed with urban streets and useable recreational features and lands.*

**The General Plan defines RC as:**

*These areas generally should include variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. They should include special urban improvements to make rich and enjoyable public spaces. To promote foot traffic, these areas should be compact and include a safe pedestrian environment and access to a multi-modal transportation network.*

**The General Plan defines OW as:**

*The Office Warehouse designation accommodates uses that permit a blend of warehousing and offices uses within a campus-like setting. This category allows for a mix of flex, high-tech space, and production uses. Generally, it is accessed off collector streets near highways; it should be convenient to transit access when feasible.*

**Staff conclusion: *Complies.*** *R3-6 is an appropriate zone in the MDR land use designation. MDR, according to the General Plan is to transition from one land use to another which is exactly the case. MDR will transition from R1-9 PUD (single-family) to commercial development.*

*OW is an appropriate zone in the OW land use designation. However, there is some concern of this use adjacent to existing residential development. The OW will be accessed off a collector street near a highway, as the OW land use is described.*

*The RC zone is appropriate in the RC land use designation. The RC zone will be located adjacent to a major transportation facility (Redwood Road) and will also contain the regional pedestrian trail along Redwood Road.*

**G. Code Criteria:**

Rezoning and General Plan amendments are legislative decisions. Therefore, the City Council has significant discretion when making a decision on such requests. Because of this legislative discretion, the Code criteria below are guidelines and are not binding.

**Rezone and General Plan Amendment:**

Section 19.13.04 requires the Planning Commission to hold a public hearing and make a recommendation to the City Council regarding rezones and General Plan amendments.

**Staff finding: *complies.*** *A Planning Commission public hearing is scheduled on October 11, 2018.*

#### **19.17.03. Planning Commission and City Council Review.**

1. The Planning Commission reviews the petition and makes a recommendation to the City Council within 30 days of the receipt of the petition. **Staff finding: consistent.**

*Petition also included a concept plan that required a review process longer than 30 days.*

2. The Planning Commission shall recommend adoption of proposed amendments only when it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title. **Staff finding: consistent.**

*The Land Use Plan identifies desired land uses for all areas within the City of Saratoga Springs and provides a framework to guide future planning for the community – where people live, work, play, and shop. It supports a variety of land uses that can continue to make Saratoga Springs an attractive place to live and work, while preserving Saratoga Springs’ small-town charm. Stable and peaceful single-family neighborhoods are the “building block” of the community, with a mix of smaller and denser residential units in appropriate locations to help diversify the housing stock. Employment areas accommodate a diverse array of businesses and support well-paying jobs.*

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 regarding a public hearing. **Staff finding: consistent.**

*All required notices in compliance with State and local laws have been sent or posted informing the public of the Planning Commission public hearing.*

#### **19.17.04. Gradual Transition of Uses and Density.**

It is the policy of the City Council, through exercising its zoning authority, to: (a) transition high intensity uses to help prevent the impacts of high density uses on low density areas; and (b) to limit inconsistent uses being located on adjacent parcels. The City Council may implement this policy using its zoning powers. Through amendments to the General Plan and the Zoning Map, the City Council intends to apply the following guidelines to implement this policy:

1. Residential lots, parcels, plats, or developments should not increase by more than 20% of density as compared to adjacent lots, zones, parcels, plats, or developments to enable a gradual change of density and uses. To appropriately transition, new lots should be equal to or larger than immediately adjacent existing platted lots.

2. Exceptions

a. The City should avoid allowing high intensity uses (e.g., commercial, industrial, multi-family structures, etc.) adjacent to lower intensity uses (e.g., single family, low density residential, etc.), however may allow these uses to be located adjacent to each other if appropriate transitions and buffers are in place. Appropriate buffers and transitions include a combination of roadways, landscaping, building orientation and facades, increased setbacks, open spaces, parks, and trails.

3. Despite these guidelines, the City Council recognizes that it will become necessary to allow high intensity next to low intensity uses in order to allow for the implementation of multiple zones in the City. The City Council should use their best efforts to limit inconsistent uses and zones being located on adjacent parcels and to mitigate inconsistent uses and zones through transitions and buffers.

**Staff finding: consistent.** The proposed plan is medium density residential or office warehouse, and regional commercial. The applicant's proposal of MDR increases the residential buffer east of Harvest Hills when compared the current land use boundaries of LDR, Office, and Community Commercial. If OW is approved, commercial development will encroach closer to existing residential development. The transition can be viewed as, in terms of intensity, low (Harvest Hills) to medium (twin-homes) to high (commercial along Redwood Road).

The insertion of OW between the R1-9 PUD and the proposed Regional Commercial is a point up for discussion. Such use will be typically daytime intensity with very little during the evening or weekends. The Code does allow for such uses next to residential as at times, this cannot be avoided or is the best option.

**19.17.05. Consideration of General Plan, Ordinance, or Zoning Map Amendment.**

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a General Plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan. **Staff finding: consistent, if approved.**

*The changes proposed are compatible with the surrounding land uses.*

2. The proposed change will not decrease or otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public. **Staff finding: complies.**

*No adverse consequences are anticipated by the changing of the land use designations and zones. Commercial area is reduced with the applicant's proposal of MDR but increased with the OW land use and zone.*

3. The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City. **Staff finding: complies.**

*The purpose of Title 19 is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally. The proposed development complies with Title 19.*

4. In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change. **Staff finding: complies.**

*The proposal of the applicant in regards to MDR creates a larger residential buffer between the proposed land uses than what is currently identified on the General Plan land use map but is decreased with OW.*

5. Any other reason that, subject to legislative discretion of the City Council, could advance the general welfare.

#### **Concept Plan Review**

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

Per Chapter 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The reviews shall be for comment only, no public hearing is required and no recommendation or action made.

The proposed concept plan contains several redline corrections. Instead of resubmitting a concept plan multiple times, staff will provide the applicant a first review and allow

the applicant the choice of moving on in the development process or resubmitting until the applicant is comfortable with the level of corrections needed. The redlined concept plan in the packet is the second concept plan review of this application.

The primary objective of a land use map and rezone request is to determine if the proposed changes are desired and needed. Multiple site plans could be developed in any zone. What the applicant submits at the time of GPA/rezone is just a concept. A concept implies there could be changes. In the case of this application, the Planning Commission and City Council need to answer the question – do we want the land use designations and zone as proposed by the applicant? The concept plan should be for informational purposes and not be the sole reason to approve or deny the request because other development concepts can be appropriate on the subject property.

The Planning Review Checklist has been provided which identifies areas the concept plan is deficient regarding Code requirements. A summary is not provided in this staff report due to the amount of corrections needed, but the review checklist is included as an exhibit. The concept-level review does not address all site plan issues. A more comprehensive review is performed at the site plan and/or subdivision stage. It is now the policy of staff to review the concept plan once and provide feedback. The applicant then determines to stay in the cycle of submit/review/resubmit or move on to action by the Planning Commission and City Council after one review. Because one review can point out several corrections, the concept plan can drastically change. The emphasis should be on the proposed changes to the General Plan land use map and rezone and if those changes are the desire of the City. Development will then follow according to the zone.

Exhibit 4 contains the proposed concept plans. The first concept plan (in black and white) is the latest plan that has been reviewed and redlined by Staff but does not contain redline corrections. The redline corrections of this concept plan can found as Exhibit 6. Staff has not reviewed the last two concept plans that are shown in color. However, many of the same redlines should apply to the color concept plans. There are a few small differences between the staff-reviewed concept plan and the colored concept plan containing the twin-homes.

**H. Recommendation and Alternatives:**

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

**Option 1 – Staff Recommendation: positive**

I move to forward to the City Council a **positive** recommendation regarding the Saratoga Northgate General Plan land use map amendment and rezone generally at 2500 North

Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated October 4, 2018:

**Findings**

- 1. The General Plan amendment will not result in a decrease in public health, safety, and welfare as outlined in the findings for approval in Section G of this report, which section is hereby incorporated by reference, herein.
- 2. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report, which section is incorporated by reference, herein.

**Conditions**

- 1. The Saratoga Northgate General Plan land use map amendment and rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
- 2. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff Report in Exhibit 2.
- 3. All other Code requirements shall be met.
- 4. Any other conditions or changes as articulated by the Planning Commission.

**Alternative 1 – Continuance**

The Planning Commission may also choose to continue the item. "I move to continue the Saratoga Northgate General Plan land use map amendment and rezone to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

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

**Alternative 2 – Negative Recommendation**

The Planning Commission may also choose to forward a negative recommendation to the City Council regarding the application. "I move to forward a negative recommendation to the City Council regarding the Saratoga Northgate General Plan land use map amendment and rezone with the findings below:

- 1. The Saratoga Northgate General Plan land use map amendment and rezone is not consistent with the General Plan, as articulated by the Planning Commission:  
\_\_\_\_\_
- and/or,
- 2. The Saratoga Northgate General Plan land use map amendment and rezone is not consistent with Chapter 19.17 of the Code, as articulated by the Planning Commission:  
\_\_\_\_\_

**Comments on Concept Plan:**

1. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
2. Additional items will require further review at the subdivision/site plan review level.
3. The plans shall comply with all Code requirements.
4. Any comments providing direction from the Planning Commission:



Saratoga Springs City  
Planning Commission  
  
**Report of Action**

TYPE OF ITEM  
Rezone  
General Plan

**Meeting Date:** October 11, 2018

**ITEM #4.** General Plan Land Use Map Amendment and Rezone

Bryan Chapman was present as Vice-Chair.

**ACTION OF PLANNING COMMISSION**

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

**Positive Recommendation**

**STAFF PRESENTATION**

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

- See Staff Report
- David Johnson expressed how both uses would be appropriate. OW does have a greater economic impact.

**APPLICANT PRESENTATION**

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

- Canal and elevation change will act as a buffer.
- Concept not industrial in nature. Do not know if garage doors will be located in back.
- Little traffic generation and little noise. LDR causes noises. Elevation changes to help with any noise reduction.

**CONCERNS RAISED BY PUBLIC**

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in verbal comments received subsequent to the Staff Report or public comment during the October 11, 2018, public hearing included the following:

- Letter from Dr. Robert E and Candace A. Kinscr, RN. Against OW due to exhaust fume health concerns.
- Name? Property owner across Redwood Road in favor of OW for purposes of raising his property values.

**PLANNING COMMISSION DISCUSSION**

Key points discussed by the Planning Commission included the following:

- Bryan – What does staff recommend? Is staff recommending either choice?
- Sandy – Planning on installing garage doors in back? Concern with noise and operations being located in back. Don't like either option of MDR or OW. Prefer Business Park development. What uses are allowed in the OW zone? Rare to deny CUP. Mitigate but hard to eliminate.
- Ken – What will separate Harvest Hills from OW? More flex space without operations at night. 19.04.07, plans to comply with R3-6 zone and density? Will you adjust plans to meet standards? Commercial setbacks do not meet standard. Lean towards OW. LDR to RC works with MDR, too. Asked for a clarification on Sandy's comments of what uses she would like to see.
- Bryce – Consistent with many of the codes. Sees OW as a buffer between low density and Redwood commercial. Does MDR create affordable housing?
- Troy – Did emails and phone calls speak in favor or against? In favor of OW over R3-6. Possible to split motion?

**MOTION 1 General Plan Amendment and Rezone**

Commissioner Kilgore made the following motion: "Based upon the evidence and explanations received today, I move to recommend approval to the City Council the proposed Saratoga Northgate General Plan Land Use Map by changing the designation on the east side, as shown in the staff report, from Office and Community Commercial to Regional Commercial and rezone from Agriculture to Regional Commercial, with the findings and conditions of the October 4, 2018, staff report.

**Findings**

1. The General Plan amendment will not result in a decrease in public health, safety, and welfare as outlined in the findings for approval in Section G of this report, which section is hereby incorporated by reference, herein.
2. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report, which section is incorporated by reference, herein.

**Conditions**

1. The Saratoga Northgate General Plan land use map amendment and rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
2. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff Report in Exhibit 2.
3. All other Code requirements shall be met.

Commissioner Anderson seconded the motion.

**VOTE (Approve)**

Bryan Chapman	AYE
Sandra Steele	AYE
Ken Kilgore	AYE
Troy Cunningham	AYE
Bryce Anderson	AYE

**MOTION 2 General Plan Amendment and Rezone**

Commissioner Cunningham made the following motion: "Based upon the evidence and explanations received today, I move to recommend approval to the City Council the proposed Saratoga Northgate General Plan Land Use Map by changing the designation on the west side, as shown in the staff report, from Low Density Residential, Office, and Community Commercial to Office Warehouse and rezone from Agriculture to Office Warehouse, with the findings and conditions of the October 4, 2018, staff report.

**Findings**

1. The General Plan amendment will not result in a decrease in public health, safety, and welfare as outlined in the findings for approval in Section G of this report, which section is hereby incorporated by reference, herein.
2. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report, which section is incorporated by reference, herein.

**Conditions**

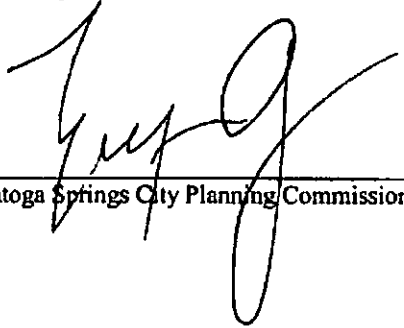
1. The Saratoga Northgate General Plan land use map amendment and rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
2. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff Report in Exhibit 2.
3. All other Code requirements shall be met.

Commission Steele wanted applicant to consider other options such Business Park.

Commissioner Anderson seconded the motion.

**VOTE (Approve)**

Bryan Chapman	NAY
Sandra Steele	NAY
Ken Kilgore	AYE
Troy Cunningham	AYE
Bryce Anderson	AYE



Saratoga Springs City Planning Commission – Vice-Chairman



## MINUTES – Planning Commission

Thursday, October 11, 2018

City of Saratoga Springs City Offices

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

### PLANNING COMMISSION MEETING MINUTES

Call to Order - 6:00 p.m. by Vice Chair Bryan Chapman

**Present:**

5 Commission Members: Bryan Chapman, Bryce Anderson, Troy Cunningham, Ken Kilgore, Sandra Steele  
 Staff: Dave Stroud, Planning Director; Josh Bishop, Assistant City Attorney; Gordon Miner, City  
 Engineer; Nicolette Fike, Deputy Recorder; David Johnson, Economic Director  
 Others: Paul Jensen, Andrew Jensen, Josh Rowland, Delwynn Ethington, Merlin Ethington, Candace  
 Kinser, Ryan Smith

10 **Excused:** Commissioner Wilkins, Commissioner Cam.

1. Pledge of Allegiance - led by Assistant City Attorney Josh Bishop

2. Roll Call - A quorum was present

15

3. Public Input

Public Input Open by Vice Chair Bryan Chapman. There being no public comment the Public Input was  
 Closed by Vice Chair Bryan Chapman.

20

4. Public Hearing: General Plan Amendment from Low density Residential, Office, and Community  
 Commercial to Mixed Density Residential or Office Warehouse or Regional Commercial. Rezone  
 from Agricultural to Office Warehouse or R3-6 or Regional Commercial, for Saratoga Northgate,  
 located at 2500 N. Redwood Rd. Andrew Jensen with PMJ Companies, applicant.

25

Planning Director Dave Stroud presented the item. The subject property is un-platted and undeveloped. The  
 applicant's objective is to amend the General Plan land use map, rezone the property, and then develop a  
 Regional Commercial zone on the Eastern portion, and either a twin-home subdivision (R3-6 zone) or a  
 commercial office/warehouse development on the Western portion. Andrew Jensen and Paul Jensen were  
 present as applicants.

30

Public Hearing Open by Vice Chair Bryan Chapman

Candace Kinser, American Fork, her family has built 2 homes in the Harvest Hills area. She read a  
 prepared letter and shared copies with the commissioners. They are concerned about the office warehouse  
 zone near the residential. More specifically concerned with chemicals from diesel fuel as part of any  
 warehouse production. She share some studies on health problems related to diesel fuel exhaust.

35

Horace Elwynn Ethington, Redwood Road-near this project, He would like this facility to go in feeling it  
 will raise his property values.

Public Hearing Closed by Vice Chair Bryan Chapman

40

Commissioner Anderson

- Noted they were compliant with the code, and saw the Office Warehouse as a buffer between the low  
 density and Regional Commercial.

45

Commissioner Cunningham

- Asked about any comments received by staff prior to this meeting. Planning Director Dave Stroud  
 advised that comments were not in favor of the R3-6. There was some concern about the view being  
 blocked but after it was pointed out the 60ft. drop to Redwood Road that was not as big of a concern.  
 - Not in favor of medium density, but is in favor of the commercial uses including the hotel and Regional  
 Commercial on Redwood Road.

50

- Pointed out some misunderstanding with public may be the definition of our Office Warehouse, it's not like Industrial uses.

Commissioner Kilgore

- 55
- Concern about what the buffer might be between Harvest Hills and the Office Warehouse zone. Andrew Jensen noted the Canal which was a natural barrier at this time. They don't have the park concept plan at this time. Paul Jensen noted the elevation change was also a buffer.
  - Noted they were planning on more of office flex space and most businesses wouldn't be operating at night as it wasn't the nature of the businesses.
- 60
- He noted Title 19.04.07 and asked if the applicant would comply with setbacks. Planning Director Dave Stroud noted the concept plan is non-binding at this time. Andrew Jensen advised that the issues would be addressed as the process moved further.
  - He is leaning towards Office Warehouse because we don't have much in the City, but he could go with transitioning from Low Density to Regional Commercial.

65 Commissioner Steele

- Shared concern about possible garage doors that could be on the back of Office Warehouse products. It could add noise. Paul Jensen responded that this is more of an office concept, not warehouse but couldn't say at this time if there would be.
- 70
- She did not like either option presented. She noted in this city most offices have had to expand into retail space because there was not enough office space, she could maybe support a Business Park, which is not before us tonight but does not support what is here today. Paul Jensen responded that they don't see this as a constant movement of traffic, there shouldn't be any large tractor-trailer type vehicles coming in and out. They also feel the elevation change would further mitigate noise impact if any. Andrew Jensen noted that any owners in this location would be subject to the same noise ordinance that the rest of the city was.
- 75
- Commissioner Steele would rather have Neighborhood Commercial as a buffer there. She was concerned about the automotive businesses that could go into the proposed Office Warehouse zone, even if the current applicants did not plan for it.

80 Commissioner Chapman

- Asked for staff's recommendation. Planning Director Dave Stroud noted that staff could see either way. He advised that Office Warehouse is rarely used at night or weekends and is in demand along the Wasatch Front. He noted further that any residential zone would need to have open space. Economic Development Director David Johnson advised that from an economic standpoint Office Warehouse would be recommended and fit well with other things going in near here at this time.
- 85
- Commissioner Chapman likes the hotel but thinks it may be good to have two motions. He like medium residential slightly more than the other option on the west.

90 Motion made by Commissioner Kilgore to forward to the City Council a positive recommendation regarding the Saratoga Northgate General Plan land use map amendment and Rezone generally at 2500 N. Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated Oct. 4, 2018. Limited to the East side of the application. Seconded by Commissioner Anderson.

95 Commissioner Cunningham asked if we needed to specify the change to Regional Commercial. Staff advised it was included in the report. There was no change to the motion.

Aye: Bryce Anderson, Bryan Chapman, Christopher Carn, Troy Cunningham, Ken Kilgore, Sandra Steele. Motion passed 6 - 0.

100 Motion made by Commissioner Cunningham to forward a positive recommendation regarding the Saratoga Northgate General Plan land use map amendment and Rezone generally at 2500 N. Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated Oct. 4, 2018 limited to the West side of the property with the preference for Office Warehouse. Seconded by Commissioner Anderson.

105 Aye: Bryce Anderson, Troy Cunningham, Ken Kilgore.  
Nay: Sandra Steele, Bryan Chapman.  
Motion passed 3-2.

**Exhibit “C”**

**Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), City Council Written Minutes.**



**SARATOGA  
SPRINGS**  
*Life's just better here*

**City Council  
Staff Report**

**Saratoga Northgate General Plan amendment, rezone, concept plan  
October 16, 2018  
Public Hearing**

<b>Report Date:</b>	October 9, 2018
<b>Applicant:</b>	Andrew Jensen, PMJ Companies
<b>Owner:</b>	AKA Saratoga, LLC et al.
<b>Location:</b>	2500 North Redwood Road
<b>Major Street Access:</b>	Redwood Road
<b>Parcel Number(s) &amp; Size:</b>	58:021:0092, 17.09 acres
<b>Land Use Designation:</b>	Low Density Residential, Office, Community Commercial
<b>Parcel Zoning:</b>	Agriculture
<b>Adjacent Zoning:</b>	R1-10 PUD, Agriculture
<b>Current Use of Parcels:</b>	Vacant
<b>Adjacent Uses:</b>	Vacant, single-family
<b>Previous Meeting:</b>	September 13, 2018, Planning Commission
<b>Type of Action:</b>	Legislative
<b>Land Use Authority:</b>	City Council
<b>Future Routing:</b>	N/A
<b>Planner:</b>	David Stroud, AICP, Planning Director

**A. Executive Summary:**

The applicant requests the City amend the General Plan land use map from Agriculture (A) to Medium Density Residential (MDR) or Office Warehouse, and Community Commercial (CC) and rezone property from Agriculture to R3-6 or Office Warehouse,

and Regional Commercial (RC) at approximately 2500 North Redwood Road as shown on Exhibit 1. The applicant also requests non-binding feedback on the proposed Saratoga Northgate concept development. This request affects approximately 17.09 acres.

**Recommendation:**

Staff recommends the City Council conduct a public hearing on the proposed General Plan amendment and rezone, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval, denial, or continuation.

- B. Background:** The subject property is unplatted and undeveloped. The applicant's objective is to amend the General Plan land use map, rezone the property, and then develop a twin-home subdivision in the R3-6 zone or a commercial office/warehouse development in the Office Warehouse zone and commercial pads in the RC zone. The twin-homes will act as a buffer and feather the density to the proposed commercial development area while office warehouse will encroach the nearby Harvest Hills development.
- C. Specific Requests:**
- The first proposal is to amend ~8.52 acres of the General Plan land use map from Office and Community Commercial to Regional Commercial. Also, ~8.93 acres of the land use map will change from Office and CC to MDR or OW. If approved, these changes would then permit the applicant to request the applicable zones in order to develop similar to the concept plans that has been submitted.
- The current General Plan acreage of Office and Community Commercial is approximately 12.5 acres. The applicant's proposal is a reduction nearly 4 acres of potential office/commercial area (assuming MDR) and does move any future office/commercial away from the existing Harvest Hills development in exchange for twin-homes. The addition of a potential Office Warehouse land use would then extend the current land use encroachment of non-residential closer to Harvest Hills.
- The potential residential development goes from 4.28 acres of Low Density Residential to 8.93 acres of Medium Density Residential, or an increase of approximately 4.65 acres.
- If the General Plan land use map is amended as proposed, the applicant requests a rezone from A to R3-6 or OW, and RC be approved to coincide with new land use map boundaries. The residential change to MDR will permit the R3-6 zone in order to develop 27 twin-homes (54 units) which will act as a buffer between the commercial development and the existing Harvest Hills development. The OW zone option then permits development coinciding with the approved land uses in the OW

zone and moves commercial development closer to Harvest Hills. The commercial change to RC will permit the future development of regional commercial to include a potential a hotel. A hotel is not permitted in the CC zone and is a conditional use in the RC zone.

- Non-binding feedback on the proposed concept plan.

**D. Process:**

**Rezone and General Plan Amendment**

The table in Section 19.13.04 outlines the process requirements of a Rezone and General Plan Amendment. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council shall then either approve, continue, or deny the request.

**Concept Plan**

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

Per Chapter 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The review shall be for comment only, no public hearing is required and no recommendation or action made.

- E. Community Review:** This item was noticed in the *Daily Herald* as a Planning Commission public hearing and a mailed notice sent to all property owners within 300 feet. As of the date of this report, one phone call has been received and a few emails. The notice has also been posted in the City building, [www.saratogspringscity.com](http://www.saratogspringscity.com), and [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).
- F. General Plan:** The land use designation of the parcels is O, RC, and LDR and the request is to change to MDR or OW, and RC. The applicant's request to change the zone from A to R3-6 or OW, and RC is consistent with the requested land uses of MDR, OW, and RC.

**The General Plan defines MDR as:**

*Residential developments at higher densities in neighborhoods that still maintain a suburban character. Designed to create a functional transition from one land-use to another. Developments in these areas should be constructed with urban streets and useable recreational features and lands.*



**The General Plan defines RC as:**

*These areas generally should include variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. They should include special urban improvements to make rich and enjoyable public spaces. To promote foot traffic, these areas should be compact and include a safe pedestrian environment and access to a multi-modal transportation network.*

**The General Plan defines OW as:**

*The Office Warehouse designation accommodates uses that permit a blend of warehousing and offices uses within a campus-like setting. This category allows for a mix of flex, high-tech space, and production uses. Generally, it is accessed off collector streets near highways; it should be convenient to transit access when feasible.*

**Staff conclusion: Complies.** *R3-6 is an appropriate zone in the MDR land use designation. MDR, according to the General Plan is to transition from one land use to another which is exactly the case with this request. MDR will transition from R1-9 PUD (single-family) to commercial development (RC).*

*OW is an appropriate zone in the OW land use designation. However, there is some concern of this use adjacent to existing residential development. The OW will be accessed off a collector street near a highway, as the OW land use is described. There will not be a vehicular connection between Harvest Hills and the potential OW zone.*

*The RC zone is appropriate in the RC land use designation. The RC zone will be located adjacent to a major transportation facility (Redwood Road) and will also contain the regional pedestrian trail along Redwood Road.*

**G. Code Criteria:**

Rezoning and General Plan amendments are legislative decisions. Therefore, the City Council has significant discretion when making a decision on such requests. Because of this legislative discretion, the Code criteria below are guidelines and are not binding.

**Rezone and General Plan Amendment:**

Section 19.13.04 requires the Planning Commission to hold a public hearing and make a recommendation to the City Council regarding rezoning and General Plan amendments.

**Staff finding: *complies.*** *A Planning Commission public hearing is scheduled on October 11, 2018.*

#### **19.17.03. Planning Commission and City Council Review.**

1. The Planning Commission reviews the petition and makes a recommendation to the City Council within 30 days of the receipt of the petition. **Staff finding: consistent.**

*Petition also included a concept plan that required a review process longer than 30 days.*

2. The Planning Commission shall recommend adoption of proposed amendments only when it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title. **Staff finding: consistent.**

*The Land Use Plan identifies desired land uses for all areas within the City of Saratoga Springs and provides a framework to guide future planning for the community – where people live, work, play, and shop. It supports a variety of land uses that can continue to make Saratoga Springs an attractive place to live and work, while preserving Saratoga Springs’ small-town charm. Stable and peaceful single-family neighborhoods are the “building block” of the community, with a mix of smaller and denser residential units in appropriate locations to help diversify the housing stock. Employment areas accommodate a diverse array of businesses and support well-paying jobs.*

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 regarding a public hearing. **Staff finding: consistent.**

*All required notices in compliance with State and local laws have been sent or posted informing the public of the Planning Commission public hearing.*

#### **19.17.04. Gradual Transition of Uses and Density.**

It is the policy of the City Council, through exercising its zoning authority, to: (a) transition high intensity uses to help prevent the impacts of high density uses on low density areas; and (b) to limit inconsistent uses being located on adjacent parcels. The City Council may implement this policy using its zoning powers. Through amendments to the General Plan and the Zoning Map, the City Council intends to apply the following guidelines to implement this policy:

1. Residential lots, parcels, plats, or developments should not increase by more than 20% of density as compared to adjacent lots, zones, parcels, plats, or developments to enable a gradual

change of density and uses. To appropriately transition, new lots should be equal to or larger than immediately adjacent existing platted lots.

## 2. Exceptions

a. The City should avoid allowing high intensity uses (e.g., commercial, industrial, multi-family structures, etc.) adjacent to lower intensity uses (e.g., single family, low density residential, etc.), however may allow these uses to be located adjacent to each other if appropriate transitions and buffers are in place. Appropriate buffers and transitions include a combination of roadways, landscaping, building orientation and facades, increased setbacks, open spaces, parks, and trails.

3. Despite these guidelines, the City Council recognizes that it will become necessary to allow high intensity next to low intensity uses in order to allow for the implementation of multiple zones in the City. The City Council should use their best efforts to limit inconsistent uses and zones being located on adjacent parcels and to mitigate inconsistent uses and zones through transitions and buffers.

**Staff finding: consistent.** The proposed plan is medium density residential or office warehouse, and regional commercial. The applicant's proposal of MDR increases the residential buffer east of Harvest Hills when compared the current land use boundaries of LDR, Office, and Community Commercial. If OW is approved, commercial development will encroach closer to existing residential development. The transition can be viewed as, in terms of intensity, low (Harvest Hills R1-9 PUD) to medium (twin-homes R3-6 or commercial office warehouse in OW) to high (RC along Redwood Road).

The insertion of OW between the R1-9 PUD and the proposed Regional Commercial is a point up for discussion. Such use will be typically daytime intensity with very little during the evening or weekends. The Code does allow for such uses next to residential at times, this cannot be avoided or is the best option.

### 19.17.05. Consideration of General Plan, Ordinance, or Zoning Map Amendment.

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a General Plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan. **Staff finding: consistent, if approved.**

*The changes proposed are compatible with the surrounding land uses.*

2. The proposed change will not decrease or otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public. **Staff finding: complies.**

*No adverse consequences are anticipated by the changing of the land use designations and zones. Commercial area is reduced with the applicant's proposal of MDR but increased with the OW land use and zone.*

3. The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City. **Staff finding: complies.**

*The purpose of Title 19 is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally. The proposed development complies with Title 19.*

4. In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change. **Staff finding: complies.**

*The proposal of the applicant in regards to MDR creates a larger residential buffer between the proposed land uses than what is currently identified on the General Plan land use map but is decreased with OW.*

5. Any other reason that, subject to legislative discretion of the City Council, could advance the general welfare.

#### **Concept Plan Review**

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

Per Chapter 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The reviews shall be for comment only, no public hearing is required and no recommendation or action made.

The proposed concept plan contains several redline corrections. Instead of resubmitting a concept plan multiple times, staff will provide the applicant a first review and allow the applicant the choice of moving on in the development process or resubmitting until the applicant is comfortable with the level of corrections needed. The redlined concept plan in the packet is the second concept plan review of this application.

The primary objective of a land use map and rezone request is to determine if the proposed changes are desired and needed. Multiple site plans could be developed in any zone. What the applicant submits at the time of GPA/rezone is just a concept. A concept implies there could be changes. In the case of this application, the Planning Commission and City Council need to answer the question – do we want the land use designations and zone as proposed by the applicant? The concept plan should be for informational purposes and not be the sole reason to approve or deny the request because other development concepts can be appropriate on the subject property.

The Planning Review Checklist has been provided which identifies areas the concept plan is deficient regarding Code requirements. A summary is not provided in this staff report due to the amount of corrections needed, but the review checklist is included as an exhibit. The concept-level review does not address all site plan issues. A more comprehensive review is performed at the site plan and/or subdivision stage. It is now the policy of staff to review the concept plan once and provide feedback. The applicant then determines to stay in the cycle of submit/review/resubmit or move on to action by the Planning Commission and City Council after one review. Because one review can point out several corrections, the concept plan can drastically change. The emphasis should be on the proposed changes to the General Plan land use map and rezone and if those changes are the desire of the City. Development will then follow according to the zone.

Exhibit 4 contains the proposed concept plans. The first concept plan (in black and white) is the latest plan that has been reviewed and redlined by Staff but does not contain redline corrections. The redline corrections of this concept plan can found as Exhibit 6. Staff has not reviewed the last two concept plans that are shown in color. However, many of the same redlines should apply to the color concept plans. There are a few small differences between the staff-reviewed concept plan and the colored concept plan containing the twin-homes.

#### **H. Recommendation and Alternatives:**

The Planning Commission recommends the City Council conduct a public meeting, discuss the application, provide feedback on the concept plan and choose from the following options.

##### **Option 1 – Staff Recommendation: positive**

I move to approve the request regarding the Saratoga Northgate General Plan land use map amendment and rezone generally at 2500 North Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated October 4, 2018:

**Findings**

1. The General Plan amendment will not result in a decrease in public health, safety, and welfare as outlined in the findings for approval in Section G of this report, which section is hereby incorporated by reference, herein.
2. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report, which section is incorporated by reference, herein.

**Conditions**

1. The Saratoga Northgate General Plan land use map amendment and rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
2. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff Report in Exhibit 2.
3. All other Code requirements shall be met.
4. Any other conditions or changes as articulated by the Planning Commission.

**Alternative 1 – Continuance**

The City Council may also choose to continue the item. "I move to **continue** the Saratoga Northgate General Plan land use map amendment and rezone to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

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

**Alternative 2 – Denial**

The City Council may also choose to deny the General Plan land use map amendment and rezone. "I move to **deny** the request regarding the Saratoga Northgate General Plan land use map amendment and rezone with the findings below:

1. The Saratoga Northgate General Plan land use map amendment and rezone is not consistent with the General Plan, as articulated by the City Council:  
 \_\_\_\_\_  
 and/or,
2. The Saratoga Northgate General Plan land use map amendment and rezone is not consistent with Chapter 19.17 of the Code, as articulated by the City Council:  
 \_\_\_\_\_

**Comments on Concept Plan:**

1. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.

2. Additional items will require further review at the subdivision/site plan review level.
3. The plans shall comply with all Code requirements.
4. Any comments providing direction from the Planning Commission and City Council:

Council Member Baertsch clarified there will be clear view at the carriage houses, sidewalks will be located adjacent to the townhomes, and the table for Neighborhood Community uses must correctly list permitted and conditional uses following code as written. In response to Council Member Baertsch, Representative Rowland assured Pony Express Parkway will have finished landscaping in final version replacing the initial native planting. In response to Council Member Baertsch, City Engineer Miner responded he will include a condition to direct staff review of the secondary water calculation to ensure it is correct. Council Member Baertsch further clarified streets and roads should be of sufficient spacing and traffic handling for the substantial Sport Complex traffic. City Engineer Miner reported in regard to Condition 2 this was addressed and corrected in the Planning Commission meeting, as this is a Village Plan the applicant has the latitude to propose something different. He reported staff believed a right-in-right-out is okay because of spacing and the Traffic Engineer provided another agency's standard that seemed logical to allow a little tighter spacing as it is a minor arterial. He clarified a median will prevent improper access at the Pony Express right-in-right-out and staff will work with the applicant to bring forward a change to the standard.

Council Member McOmber expressed appreciation for the appealing view corridors planned along Redwood Road, the extra monument detail, and the pedestrian bridge at the Hot Springs Park. He concurred with Council Member Baertsch in regard to landscaping and this be addressed, expressed preference the roundabout be kept at Riverside Drive and Pony Express Parkway pointing out many are being used successfully and they have no accidents. He commented the Neighborhood Commercial right-in-right-out is good and it is an excellent location for commercial.

Council Member Willden expressed overall appreciation noting this will be an excellent development that will greatly benefit the City over the long term.

Mayor Miller requested future homebuyers be noticed this project is located next to a ballpark, does not them to have a surprise.

Acknowledgment was given of representatives in attendance:

Ryan Smith, Oakwood / SLC Division President

Jeff Meads, Oakwood / Director of Acquisition and Development

Matthew Idema, Oakwood / Director of Acquisition and Development

Bruce Rau, Oakwood / Senior VP Land Development and Government Relations

Ken Puncerelli, LAI / CEO

Nathan Walker, LEI / Project Engineer & Associate

Thank Smith, SLR

Sean Skanchy, SLR

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Motion by Council Member Baertsch to approve Jordan Promenade Village Plan Area 1, with all staff findings and conditions, add condition for review and verification the secondary water calculation is consistent, add condition for review and verification road width is sufficient, to show round-about at Pony Express and Riverside, and adopt Ordinance 18-32 (10-16-18), was seconded by Council Member McOmber  
Vote: Council Members Willden, Poduscka, McOmber, Baertsch, and Porter – Aye  
Motion carried unanimously.

Break: 8:52 p.m. Reconvene: 9:02 p.m.

2) Saratoga Northgate General Plan Amendment, Rezone, Concept Plan, and Development Agreement, located at 2500 North Redwood Road, Andrew Jensen PMJ Companies Applicant; Ordinance 18-33 (10-16-18).

Planning Director David Stroud presented the staff report for the application requesting the City amend the General Plan land use map from Agriculture (A) to Medium Density Residential (MDR) or Office Warehouse,



and Community Commercial (CC), and rezone property from Agriculture (A) to R3-6 or Office Warehouse (OW), and Regional Commercial (RC).

**Specific Requests:**

- The first proposal is to amend ~8.52 acres of the General Plan land use map from Office and Community Commercial to Regional Commercial. Also, ~8.93 acres of the land use map will change from LDR, Office and CC to MDR or OW. If approved, these changes would then permit the applicant to request the applicable zones in order to develop similar to the concept plan that has been submitted.

The current General Plan acreage of Office and Community Commercial is approximately 12.5 acres. The applicant's proposal is a reduction nearly 4 acres of potential office/commercial area (assuming MDR) and does move any future office/commercial away from the existing Harvest Hills development in exchange for twin-homes. The addition of a potential Office Warehouse land use would then extend the current land use encroachment of non-residential closer to Harvest Hills. The potential residential development goes from 4.28 acres of Low Density Residential to 8.93 acres of Medium Density Residential (MDR), or an increase of approximately 4.65 acres.

- If the General Plan land use map is amended as proposed, the applicant requests a rezone from A to R3-6 (Residential Three-Family 6,000) or Office Warehouse, and RC be approved to coincide with new land use map boundaries. The residential change to MDR will permit the R3-6 zone in order to potentially develop 27 twin-homes (54 units) which will act as a buffer between the commercial development and the existing Harvest Hills development. The OW zone option then permits development coinciding with the approved land uses in the OW zone and moves commercial development closer to Harvest Hills. The commercial change to RC will permit the future development of regional commercial to include a potential a hotel. A hotel is not permitted in the CC zone and is a conditional use in the RC zone.

Director Stroud reported the applicant also asks for non-binding feedback on the proposed Saratoga Northgate concept development, advised the Planning Commission forwarded a positive recommendation 3-2 vote in favor of Office Warehouse, and unanimous in favor of Regional Commercial on the east side.

Saratoga Northgate Applicants Paul Jensen and Andrew Jensen, PMJ Companies, advised this was a large investment for them and their goal is do something viable, marketable, and conducive to the neighborhood, noting there is slope at the regional commercial portion that would not obstruct view and would buffer noise, and being adjacent Redwood Road there would be no neighborhood traffic impact. Mr. Jensen asked for Council's preference between medium density units and Office Warehouse/Business Park in order to provide buffering between the commercial development and the existing Harvest Hills residential. He advised it was their opinion Office Warehouse was superior over a Business Park as there is substantial demand for this and it would be viable, currently office parks are over saturated and there is a large degree of vacancy. City Manager Christensen noted there is a sixty foot 60' elevation drop from the top of Redwood Road; Director Stroud reported Business Park building height limit is 35' and Office Warehouse is 55'.

Council Member Willden stated he is fine with Office Warehouse as long as there are specific parameters about what is going to be there and more specific detail in regard to use.

Council Member Porter commented he was not in support of Medium Density Residential located behind the Regional Commercial. It would be his preference to zone all Office Warehouse or all Business Park in entirety without Regional Commercial, Office Warehouse is his preference as this is needed in the City for employment opportunity at small and medium sized businesses. Other Regional Commercial zones in the City are struggling with development. If this moves forward with Office Warehouse he is in agreement with Council Member Willden that allowed uses must be locked down and limited because of the proximity to neighboring residential.

Council Member Baertsch commented she has heard from some residents that prefer twin homes over Office Warehouse, however, noted the majority of residents do not and there is a large amount of multi-family available in the surrounding area already. She noted Office Warehouse does not have impacts to neighborhoods, would be an excellent source of property tax to help fund schools, and better for the City than medium density. She is concerned with certain uses, however, the Development Agreement would address this. She further noted there is a substantial slope easement across the canal trail that would further distance this development from the existing homes, and discussed placement of a retaining wall. Council Member Baertsch advised she prefers retail in the north and Office Warehouse. She would like to see the Development Agreement written to take out automotive repair type uses, and specify work is done inside and certain hours of operation because sound travels up. She believes overall this development makes sense and those issues that could be problems would be handled through the Development Agreement.

Council Member McOmber agreed with Office Warehouse and in regard to the Development Agreement including a condition that the staff send Council's comments to the City Attorney and work closely to get the Development Agreement outlined to include those issues and provide clarity. He noted he likes Council Member Porter's suggestion, however, supports the Applicant's decision. Council Member Willden concurred.

Council Member Poduska commented he agrees with Office Warehouse as discussed, noted this would also provide for an increased height elevation as opposed to Business Park in order to facilitate hotels and those types of uses, and he supports the Regional Commercial.

Council Member Baertsch clarified concerning Lehi's planned development to the north for provision of connectivity, suggested leaving a stub to allow opportunity to connect in and give another access point out. Director Stroud advised Carmen Way is in Lehi. Council Member Baertsch requested this be verified for a second access point out and connectivity depending on what Lehi is planning.

Motion by Council Member Baertsch to approve the Saratoga Northgate General Plan Amendment, Rezone, with the eastern half Regional Commercial (RC), and conditional approval of Office Warehouse (OW) on the western half contingent upon the Development Agreement brought back fixed, all staff findings and conditions, and Ordinance 18-33 (10-16-18), was seconded by Council Member Willden.

Vote: Council Members Poduska, McOmber, Baertsch, Willden, and Porter – Aye

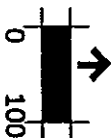
Motion carried unanimously.

Exhibit "D"

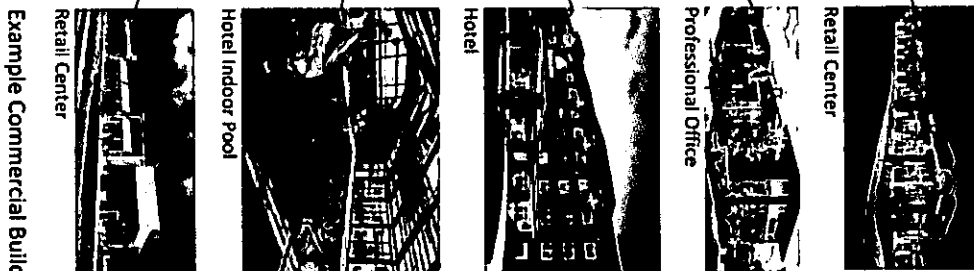
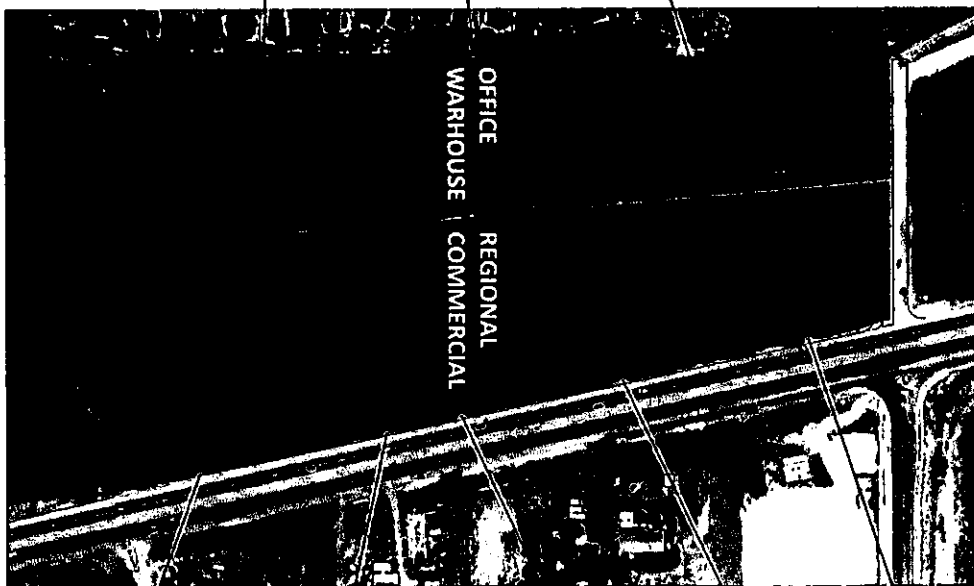
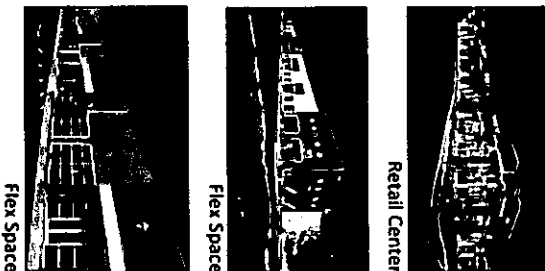
Preliminary Concept Plan

Area	Commercial Area	SF GFA	Required Parking	Provided Parking
2.04	Retail 1	13,000	60	64
0.80	Prof/Office	12,750	31	37
3.57	Hotel	40,000	188	181
1.99	Hotel 2	11,200	46	58
6.49	Commercial Subtotal	77,150	235	270
<b>Flex Space Area</b>				
2.02	Retail 3	26,000	29	94
2.56	Flex Space 1	28,400	36	63
3.59	Flex Space 2	28,400	36	93
8.57	Flex Space Subtotal	83,400	100	252
17.46	Total	160,610	460	622

December 26, 2017  
 stevemplan 1750 East Lambda Way  
 Sandy, UT 84073  
 801.537.4545  
 stevemplan@gmail.com



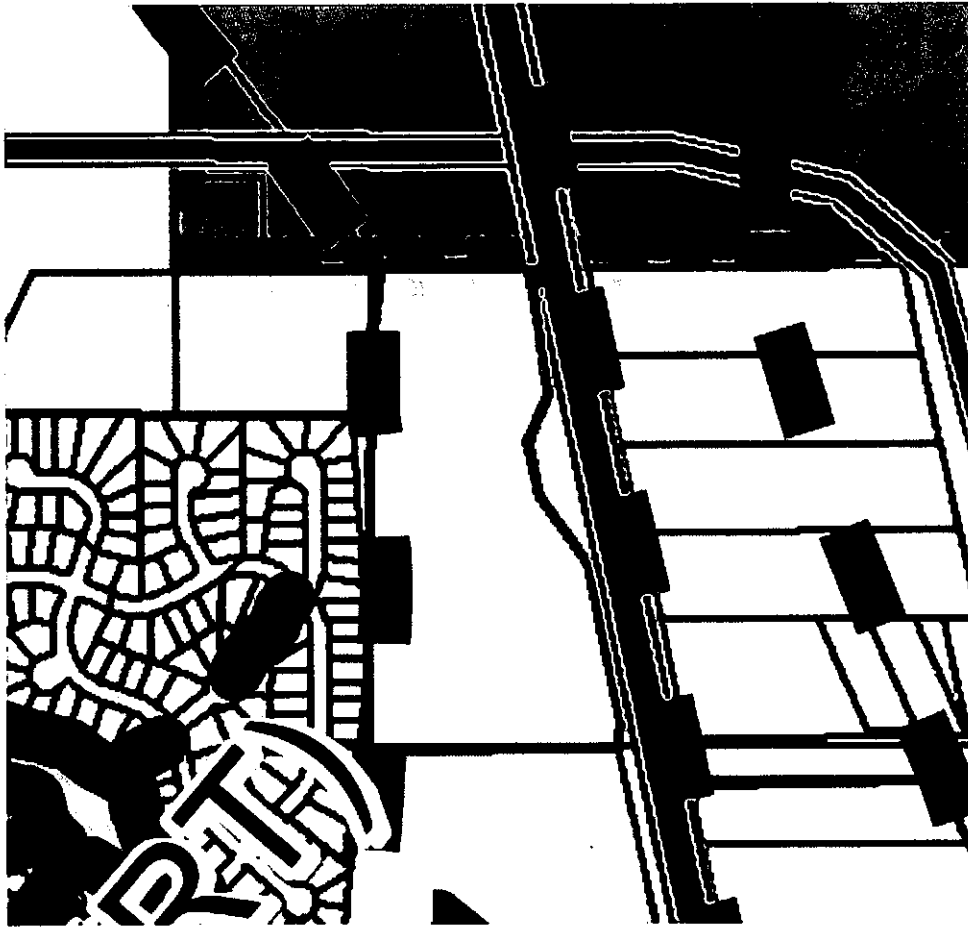
Example Retail / Flex Space Buildings



Example Commercial Buildings




## Exhibit "E"



### Required Trail Improvements



### Legend

#### Trails

-  Existing Trailhead
-  Proposed Trailhead
-  Proposed Canoe Put In/Take Out

-  Existing
-  Proposed