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ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Nov 10 8:53 am FEE 0.00 BY AR
RECORDED FOR UTAH COMMUNITY DEVELOPM

WHEN RECORDED RETURN TO:

Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

With a copy to:

Utah County
Attn: Public Works Director
2855 South State Street
Provo, UT 84606

Agreement No. 2022 - 902

INTERLOCAL COOPERATION AGREEMENT
between
UTAH COUNTY AND CITY OF SARATOGA SPRINGS
For

A Road Project Known as Pony Express Connection in Saratoga Springs, Utah
Together With the Development of Utah County Facilities.

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on November 1, 2022, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Utah County, a political subdivision of the State of Utah, hereinafter referred to as "County."

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, County owns real property consisting of parcels 58:036:0038, 58:036:0040, 58:036:0097, 58:036:0098, 58:037:0045, and 58:037:0055 all located in the City of Saratoga Springs, Utah, which are more fully described in the property ownership map, vicinity map, and/or legal descriptions attached as Exhibit A ("County Properties"); and

WHEREAS, the County Properties are currently zoned Agriculture (A). County desires to develop a portion of the County Properties to locate Utah County facilities and services ("County Project"). Currently, the proposed County Project does not meet the A zone requirements and therefore would not be allowed in said zone. Therefore, in order to develop the County Project, County desires to have a portion of the County Properties consisting of approximately 56.24 acres rezoned to the Institutional/Civic (I/C) zone, as provided in Title 19 of the City Code, as amended

(the “Zoning Request”) and wishes to be voluntarily bound by this Agreement in order to be able to develop the County Project as proposed; and

WHEREAS, the City desires to facilitate the construction of Pony Express Parkway (“Pony Express”), which consists of the installation of approximately 1,000 feet of roadway starting on the east side of the Jordan River and running easterly through property owned by the County (which construction project is referred to as the “Road Project”); and

WHEREAS, the City desires to acquire a permanent right-of-way for the portions of Pony Express that traverse through the County Properties as follows: as described in Exhibit B, the real property described in Exhibit C, the real property for the right-of-way for a north-south road (“800 East”) described in Exhibit D, a temporary construction easement alongside the rights-of-way to allow for and facilitate the construction of Pony Express and 800 East described in Exhibit E, as well as various other easements and properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H, all exhibits attached hereto and incorporated herein by reference; and

WHEREAS, the County is willing to convey the real properties, rights-of-way, and easements described in Exhibits B, C, D, E, F, G, and H to the City in exchange for the City approving the Zoning Request and the construction of a portion of 800 East along the County’s eastern parcel boundary in order to facilitate access to future facilities located on the County Properties within the City’s municipal boundaries and for receiving a parcel of property the City intends to acquire described in Exhibit I; and

WHEREAS, the City is willing to construct that portion of 800 East equal to the appraised value of the rights-of-way and easements requested by the City described herein and convey to the County after acquisition the property described in Exhibit I; and

WHEREAS, 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 County Properties; and

WHEREAS, 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 County Properties consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

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

WHEREAS, on July 18, 2017, City adopted a comprehensive update to its general plan (“General Plan”) pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General

Plan establishes development policies for the County Properties. Such development policies are consistent with the proposed County Project; and

WHEREAS, on May 12, 2022, after a duly noticed public hearing, City's Planning Commission recommended approval of County's Zoning Request and reviewed the conceptual project plans, attached hereto as Exhibit J ("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 K; and

WHEREAS, on Aug 16, 2022, the Saratoga Springs City Council ("City Council"), after holding a duly noticed public meeting and considering all comments from the public, neighborhood representatives, County, and City officials, approved County's Zoning Request, this Agreement, and the conceptual project plans attached hereto as Exhibit J, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit L; and

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

WHEREAS, to allow development of the County Properties for the benefit of County, to ensure City that the development of the County Properties will conform to applicable policies set forth in the General Plan, and to address concerns of property owners in proximity to the County Properties, County 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 County, 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, 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 County's Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and 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 City; and

WHEREAS, the City and the County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval and approved by the respective legislative bodies.

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, City and County hereby agree as follows:

1. Administration of Agreement. The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, as amended, the Saratoga Springs Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in accordance with industry standards and make such books and records open for examination by the parties hereto at all reasonable times.
2. Effective Date; Duration. This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals. Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder's Office. The term of this Agreement shall be from the Effective Date until the terms and obligations identified herein are completed, but in no event longer than fifteen years from the Effective Date.
3. No Separate Legal Entity. The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.
4. Affected Property. The property ownership map, vicinity map, and/or legal descriptions for the County Properties are attached as Exhibit A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by County and City.
5. Zone Change, Permitted Uses, and City Regulations. The zoning classification on the County Properties shall be the Institutional/Civic Zone (I/C) ("I/C Zone"). Except as otherwise provided herein and subject to Section 6 below, the City shall not unilaterally change the zoning designation on the County Properties during the term of this Agreement or any extension. Subject to the terms of this Agreement, the future development of the County Properties shall be subject to the provisions of the I/C Zone with permitted uses restricted to that of County-owned or leased and operated facilities. However, County may sublease the County Properties to other governmental entities with the prior written approval of City, but such approval shall not be unreasonably withheld. In addition, no sewer treatment, scalping, or jail facilities or operations shall be located as part of the County Project, except that temporary prisoner holding facilities are allowed so long as no prisoner is held longer than 48 hours at one time. Except to the extent this Agreement is more restrictive, the County Properties shall comply will all other "City Regulations," which is defined as "all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. City Regulations may include but are not limited to regulations regarding permitted uses, setbacks, frontage, access, required improvements, landscaping, and architectural and design requirements."

6. Agreement Controls. County shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, and to develop and construct the County Properties in accordance with and subject to compliance with the terms and conditions of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern.

7. Required Improvements. This Agreement does not in any way convey to County any capacity in any City system or infrastructure or the ability to develop the County Properties without the need for County to install and dedicate to City all required improvements necessary to service the County Properties, including without limitation the dedication of water rights and sources. Future development of the County Properties shall comply in all respects to all City Regulations with respect to the required infrastructure to service the County Properties, including but not limited to the installation of 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, County may be required to upsize certain infrastructure, as specified below. County and City agree to install the following improvements:
 - a. **Water Rights**. County shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement jointly prepared by the City Attorney and the County Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If County wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell County water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.

 - b. **Water Facilities for County Project**. At the time of plat recordation or site plan approval, County 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 County Properties in accordance with City Regulations. The required improvements for each plat shall be reasonably determined by the City and may be adjusted in accordance with City Regulations and any applicable law. Following dedication of the same, City shall provide and maintain public culinary and secondary water service to the County Properties.

- c. **Utilities and Roads.** At the time of plat recordation or site plan approval, County shall be responsible for the reasonable installation and dedication to City of all onsite and offsite sewer, storm drainage, and road/trail improvements sufficient for the development of the County Properties in accordance with City Regulations and this Agreement. This may include, but is not limited to, dedicating and improving portions of 800 East and Pony Express for the needs of the development of the County's Properties. The required improvements for each plat or site plan shall be reasonably determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.
- d. **Land Value.** Based on a previous appraisal, the County and the City agree that the valuation for value of the rights-of-way, properties, and easements provided by the County to the City in Exhibit B, Exhibit C, and Exhibit D, and the temporary construction easements described in Exhibit E, as well as various other easements and real properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H is \$196,000 (the "Land Value") and this will be the basis for the in-kind compensation by the City in the form of contribution towards the construction of 800 East proceeding north of Pony Express as provided herein. So long as the City contributes to the construction of 800 East proceeding north of Pony Express up to the Land Value, the County is waiving any right or request for further compensation for the properties, rights-of-way, and easements needed for the construction of Pony Express and 800 East including, but not limited to, the property described in Exhibit B, Exhibit C, and Exhibit D, and the temporary construction easements described in Exhibit E, as well as various other easements and real properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H.
- e. **County Conveyances.** Within 30 days of signing this Agreement, the County shall convey to the City by Quit-claim deed the following real properties: (1) the real property described in Exhibit B; (2) the real property described in Exhibit C; (3) the real property described in Exhibit D; (4) the temporary construction easements described in Exhibit E; and (5) easements and real properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H.
- f. **City Construction.** The City shall begin constructing the Road Project within 24 months of signing this Agreement with reasonable extensions of time as necessary. Within 24 months of the commencement of the Road Project, the City shall also commence the construction of a portion of 800 East, with utilities, up to the Land Value cost. The City shall notify the County and provide a detailed accounting when the City has expended funds for the construction of 800 East proceeding north of Pony Express equal to the agreed-upon Land Value. The City shall also re-align the existing trail that extends east from the Jordan River Trail and provide a crosswalk with a Rectangular Rapid Flashing Beacon ("RRFB") at the crosswalk. The City will guarantee that a grade separated crossing will be included in the design of the future bridge replacement over the Jordan River for Pony Express

Parkway. Funding for the undercrossing will be determined at time that the Pony Express bridge over the Jordan River is reconstructed. The City shall provide a right-of-way fence, with a 16-foot wide access gate at a location directed by the County, along Pony Express and 800 East at the time of construction and as depicted in Exhibit M attached hereto and incorporated herein by this reference. The City or its designee shall be solely responsible to administer the design, bid and management of the construction of Pony Express and 800 East. All of the expenses for the construction of Pony Express and the expenses for the construction of 800 East up to the Land Value shall be the responsibility of the City or its designee. Upon completion of Pony Express and 800 East, the City shall own and be responsible for maintenance, repair, and replacement of Pony Express and 800 East.

- g. **City Conveyance.** The City agrees to acquire the real property described in Exhibit I within 48 months of signing this Agreement. Within 30 days of acquiring the real property described in Exhibit I, the City shall convey to the County by Quit-claim deed the real property described in Exhibit I.
 - h. **Future Connections.** Both the City and County acknowledge that the County shall be permitted to make connection to 800 East once the road is operational when the utilities are fully constructed and operational. The County agrees to be responsible for the payment of the applicable reasonable impact and connection fees in effect at the time of connection as well as for all other costs associated with making such connections. If the 800 East is not fully constructed prior to submittal of a complete preliminary or site plan development application for the County Project, the County, as provided in subsection 7.c. above, may be reasonably responsible for all or portions of the remaining construction of 800 East in accordance with City regulations and the Utah Impact Fee Act.
 - i. **Landscaping.** County shall be required to install, improve, and maintain in perpetuity landscaping along County's frontages as required by City regulations.
8. Final County Project/Plat or Development Plan Approval. Except as specifically noted in this Agreement, County shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the County Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval. In determining whether the Plans meet all requirements, County shall provide all information required by City Regulations, as well as any information which City staff reasonably requests.
9. Standards for Approval. City Council shall approve the Plans if such Plans meet the requirements of this Agreement and City Regulations. County shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations to record a Final Plat with the Utah County Recorder.

10. Architectural and Design Requirements. As an express condition of granting the Zoning Request, except for the items noted in Section 3 above, County shall comply with the architectural and design requirements (“Design Requirements”) as found in Title 19 of the City Code, as amended.
11. Assignment. This Agreement is not assignable.
12. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of 15 years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the County’s Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if County fails to proceed with the Project within a period of 15 years. “Failure to proceed with development” shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City’s application fees for such. If this Agreement is terminated due to County’s failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to the Previous Zone applicable to the Property immediately prior to the date of this Agreement. Unless otherwise agreed to by City and County, County’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 County in writing. However, this Agreement shall continue for perpetuity for any portions of the County Properties contained in a final plat approved by City Council and recorded on the property in the county recorder’s office by County, unless City and County mutually agree otherwise in writing.
13. Default.
 - a. Events of Default. In the event that there is a breach of this Agreement by City, the County, in addition to any other right provided for by statute or law, is specifically granted the right of specific performance. The County shall also have all additional remedies and shall be entitled to all additional damages as provided by law. In the event that there is a breach of this Agreement by the County, the City, in addition to any other right provided for by statute or available at law, is specifically granted the right of specific performance. The City shall also have all additional remedies and shall be entitled to all additional damages as provided by law.
 - b. Procedure Upon Default.
 - i. Upon the occurrence of default, the non-defaulting party shall give the other party thirty day’s written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default must be satisfactorily cured. In the event the default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes significant action to begin curing such default 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 legal action. 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, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine, 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 (each an “Event of Force Majeure”), 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.
- iii. Upon default as set forth in Subparagraphs 13.a. and 13.b. above, City may, after providing notice of default as required in Section 11.a above, declare County to be in breach of this Agreement and if said default qualifies under Utah Code Section 10-9a-802, then City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the County 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 County Project until the breach has been corrected by County. In addition to such remedies, City or County 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:** County Properties: Property Ownership map, Vicinity Map, and/or Legal Descriptions
- Exhibit B:** Pony Express Right-Of-Way Legal Description
- Exhibit C:** Pony Express Right-Of-Way Legal Description – Area SE of Pony
- Exhibit D:** Pony Express Right-Of-Way Legal Description – Parcel 58:037:0045

- Exhibit E:** Pony Express and 800 East Temporary Construction Easement Legal Description
- Exhibit F:** Pony Express Overland Flood Easement Legal Description
- Exhibit G:** Pony Express and 800 East Slope Easement Legal Description
- Exhibit H:** 800 East Right-of-Way Legal Description
- Exhibit I:** County Acquisition Legal Description
- Exhibit J:** Concept Plan
- Exhibit K:** Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes
- Exhibit L:** Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes
- Exhibit M:** Right-of-way Fence

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 County's expense to put 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. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
- 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 County's Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. 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 governing bodies of the City and the County taken with the same formality as the vote approving this Agreement, no officer, official, or agent of the City or the County has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind the City or the County by making any promise or representation not contained herein.
- h. 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 governing bodies of the City and the County taken with the same formality as the vote approving this Agreement.
- i. 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.
- j. 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 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 County: Utah County
Attn: Public Works Director
2855 South State Street
Provo, UT 84606

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

- k. 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. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- l. 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 days of receipt of said facsimile copy.
- m. Hold Harmless and Indemnification. Each of the parties to this Agreement agrees to defend, hold harmless, and indemnify the other party for the wrongful or negligent acts or omissions of their elected officials, officers, employees, and agents against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property; provided, however, that in no event shall the indemnification obligations of the parties hereunder exceed the amounts set forth in Section 63G-1-604 of the Utah Governmental Immunity Act, Utah Code Annotated (1953) as amended, which are in effect at the time judgment is entered. Each party is a governmental entity and is entitled to rely on the protections found in the Utah Governmental Immunity Act, Utah Code Ann. §63G-7-101 et seq. Neither party waives any of the immunities found in said Act.
- n. Relationship of Parties. The contractual relationship between City and County arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.
- o. Authority. The person(s) signing for the parties personally warrant to the other party that he and/or she have been authorized to execute this Agreement and that they have full authority to do so, and when signed, said Agreement shall be binding upon

that party.

- p. 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.
- q. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for any Event of Force Majeure and for any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project.

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

Attest:

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

City of Saratoga Springs
City Recorder

[Signature]
Mayor

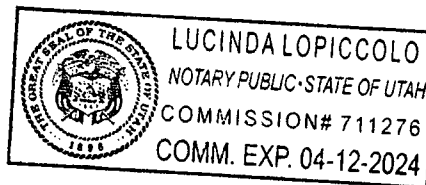
State of Utah

County of Utah

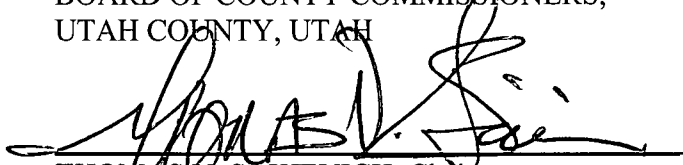


The foregoing instrument was acknowledged before me this 18 day of October 2022, by Tim Miller, Mayor of the City of Saratoga Springs, a political subdivision of the State of Utah.

[Signature]
Notary Public



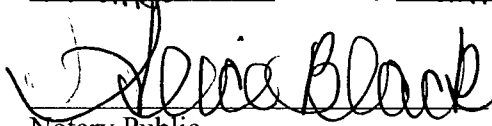
BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

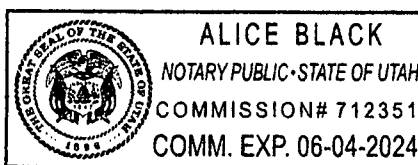

THOMAS V. SAKIEVICH, Chair

State of Utah

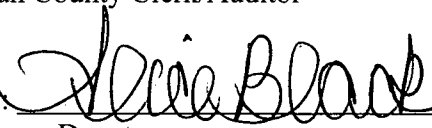
County of Utah

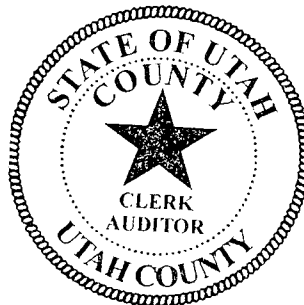
The foregoing instrument was acknowledged before me this 9th day of November 2022, by Thomas V. Sakievich, of Utah County.


Notary Public



ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: 
Deputy



APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

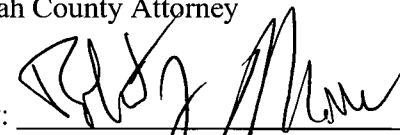
By: 
Deputy Utah County Attorney

Exhibit "A"
County Properties
Property Ownership map, Vicinity Map, and/or Legal Descriptions

BEGINNING AT A POINT BEING LOCATED SOUTH 2658.798 FT AND WEST 2651.19 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M; THENCE N0°03'18.56" W 1324.255 FEET, THENCE N0°03'19.00" W 1309.580 FEET, THENCE S89°20'12.00" W 1153.170 FEET, THENCE S6°18'05.00" E 646.230 FEET, THENCE S6°18'05.00 E 658.650 FEET, THENCE S5°31'36.51" W 308.173 FEET, THENCE EAST 222.790 FEET, THENCE S32°26'44.00" E 436.670 FEET, THENCE S81°27'31.00" W 180.090 FEET, THENCE S38°44'50.53" W 299.749 FEET, THENCE S44° 24'51.00" E 53.411 FEET, THENCE S 38°10'41.00" E 95.780 FEET, THENCE N86°31'41.00" E 237.00 FEET, THENCE S27°30'18.00" E 330.180 FEET, THENCE S89°49'13.00" E 465.300 TO THE POINT OF BEGINNING. AREA DESCRIBED CONTAINS 56.24 ACRES.

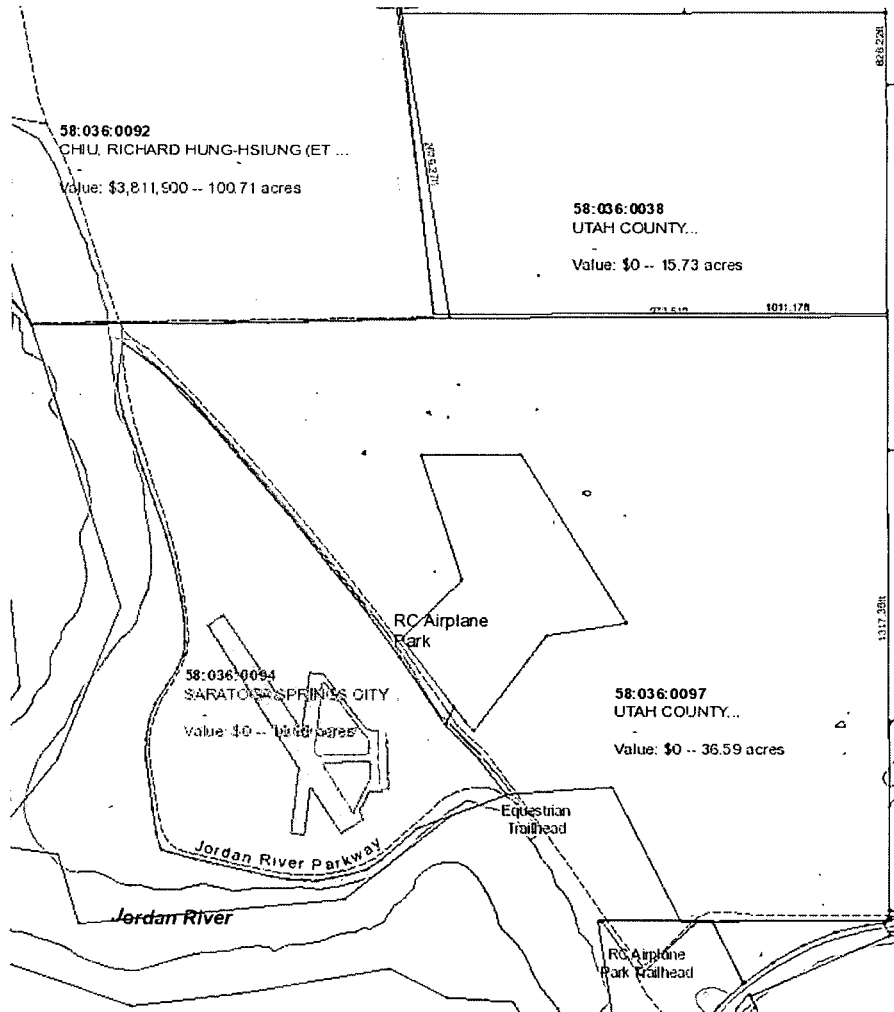


Exhibit "B"
Pony Express Right-Of-Way Legal Description

PONY EXPRESS BOUNDARY

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located S89°48'25"W along the Section Line 114.48 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W 213.68 feet; thence N32°24'50"E 155.64 feet; thence along the arc of a curve to the right 156.80 feet with a radius of 1190.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 156.69 feet; thence N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 115.03 feet with a radius of 1162.00 feet through a central angle of 05°40'19", chord: N42°47'58"E 114.98 feet; thence S00°07'43"E 270.66 feet; thence S39°57'49"W 21.64 feet; thence along the arc of a curve to the left 133.09 feet with a radius of 1010.00 feet through a central angle of 07°32'59", chord: S36°11'19"W 132.99 feet; thence S32°24'50"W 40.50 feet to the point of beginning.

Contains: ±1.53 Acres

±66,644 Sq. Ft.

Note: The above-described property is a portion of Parcel 58:036:0097 owned by Utah County.

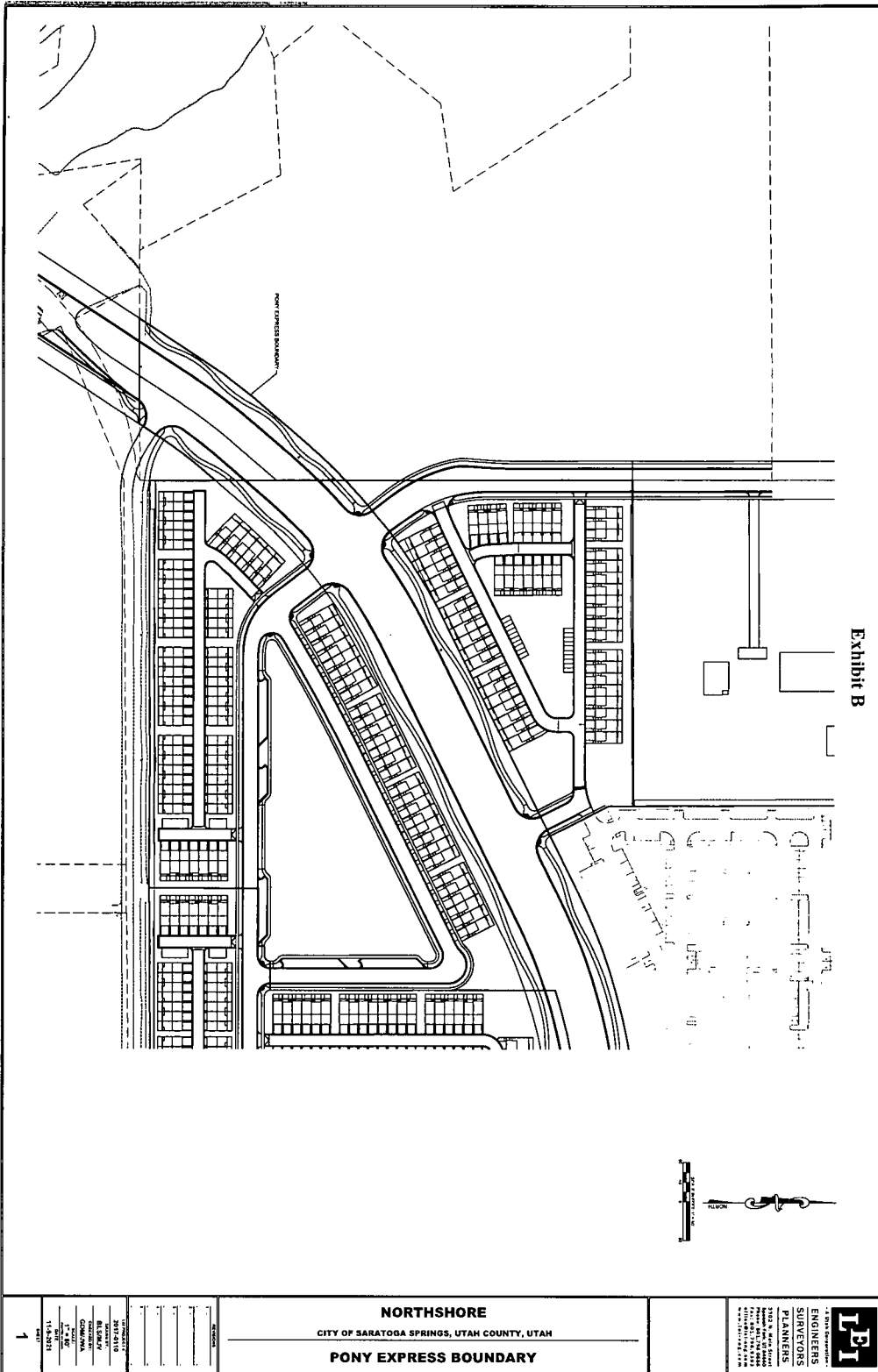


Exhibit "C"
Pony Express Right-Of-Way Legal Description – Area SE of Pony

UTAH COUNTY AREA SOUTHEAST OF PONY EXPRESS

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W 114.48 feet; thence N32°24'50"E 40.50 feet; thence along the arc of a curve to the right 133.09 feet with a radius of 1010.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 132.99 feet; thence N39°57'49"E 21.64 feet; thence S00°07'43"E 157.72 feet to the point of beginning.

Contains: ±0.22 Acres
±9,552 Sq. Ft.

Note: The above-described property is a portion of Parcel 58:036:0097 owned by Utah County.

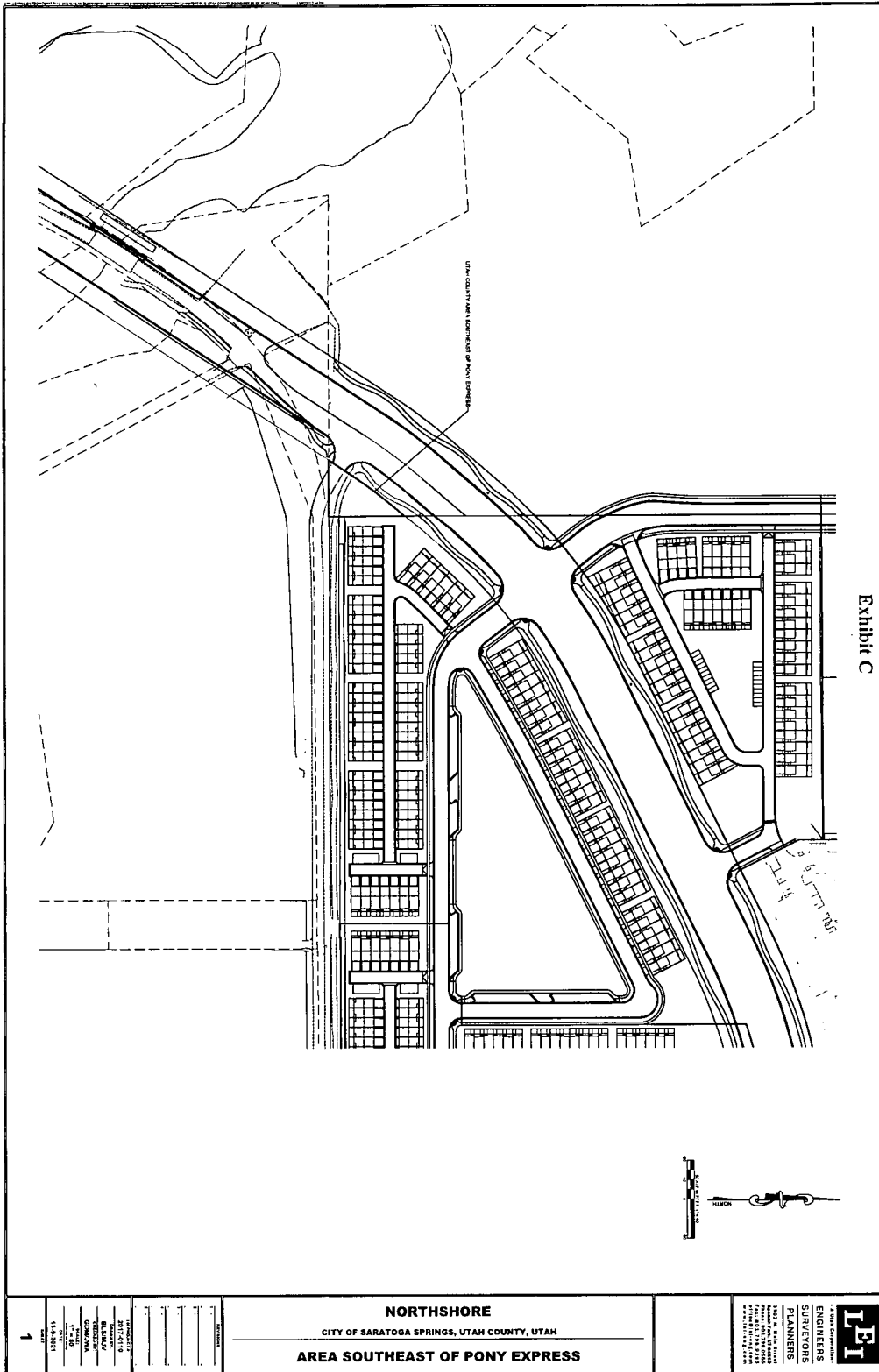


Exhibit "D"
Pony Express Right-Of-Way Legal Description – Parcel 28:037:0045

UTAH COUNTY PARCEL 58:037:0045

A portion of the Northwest Quarter of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at the North Quarter Corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S61°58'33"W 13.61 feet; thence S85°05'20"W 38.81 feet; thence S77°32'04"W 72.09 feet; thence S68°36'30"W 77.18 feet; thence S61°24'36"W 77.87 feet; thence S55°27'59"W 76.69 feet; thence S48°48'05"W 2.19 feet; thence N27°15'00"W 151.04 feet to the Section Line; thence N89°48'25"E along the Section Line 395.30 feet to the point of beginning.

Contains: ±0.49 Acres

±21,134 Sq. Ft

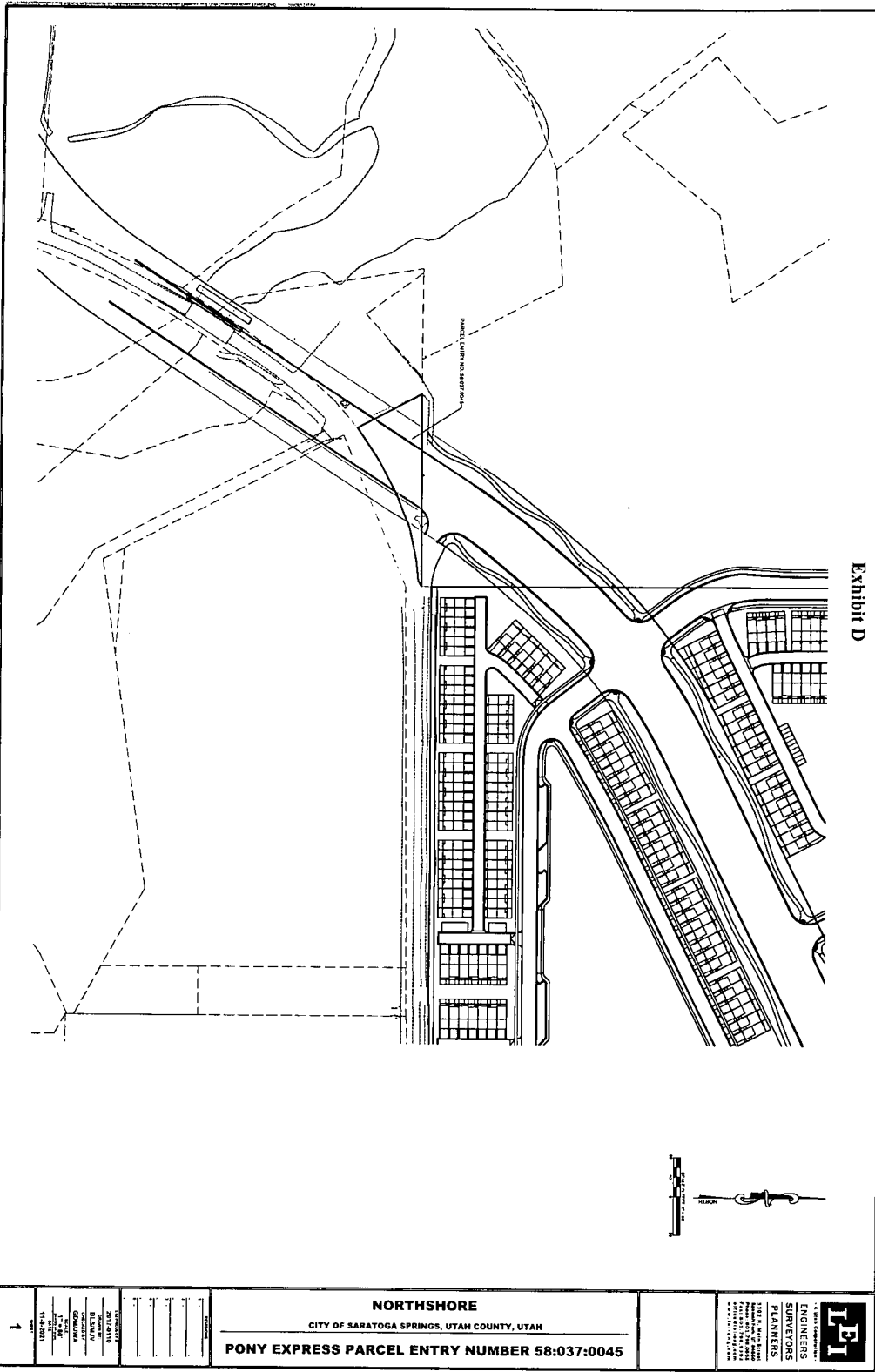


Exhibit D

Exhibit "E"
Pony Express and 800 East Temporary Construction Easement Legal Description

UTAH COUNTY TEMPORARY CONSTRUCTION EASEMENT

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located S89°48'25"W along the Section Line 369.71 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W along the Section Line 59.36 feet; thence N32°24'50"E 210.02 feet; thence along the arc of a curve to the right 168.00 feet with a radius of 1275.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 167.88 feet; thence N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 87.05 feet with a radius of 1247.00 feet through a central angle of 03°59'59", chord: N41°57'48"E 87.03 feet; thence N00°07'43"W 58.04 feet; thence along the arc of a non-tangent curve to the right 114.39 feet with a radius of 434.50 feet through a central angle of 15°05'02", chord: N20°12'09"W 114.06 feet; thence along the arc of a curve to the right 58.91 feet with a radius of 206.50 feet through a central angle of 16°20'45", chord: N04°29'15"W 58.71 feet; thence N03°41'08"E 63.73 feet; thence along the arc of a curve to the left 26.19 feet with a radius of 393.50 feet through a central angle of 03°48'51", chord: N01°46'42"E 26.19 feet; thence N00°07'43"W 1856.80 feet to the North Line of that Real Property Described in Deed Entry No. 31205:2018 in official records of the Utah County Recorder; thence N89°28'12"E along said real property 50.00 feet; thence S00°07'43"E 1857.15 feet; thence along the arc of a curve to the right 29.52 feet with a radius of 443.50 feet through a central angle of 03°48'51", chord: S01°46'42"W 29.52 feet; thence S03°41'08"W 63.73 feet; thence along the arc of a curve to the left 44.65 feet with a radius of 156.50 feet through a central angle of 16°20'45", chord: S04°29'15"E 44.50 feet; thence along the arc of a curve to the left 113.16 feet with a radius of 384.50 feet through a central angle of 16°51'45", chord: S21°05'30"E 112.75 feet; thence S00°07'43"E 91.22 feet; thence along the arc of a non-tangent curve to the left 103.63 feet with a radius of 1197.00 feet through a central angle of 04°57'38", chord: S42°26'38"W 103.60 feet; thence S39°57'49"W 113.85 feet; thence along the arc of a curve to the left 161.42 feet with a radius of 1225.00 feet through a central angle of 07°32'59", chord: S36°11'19"W 161.30 feet; thence S32°24'50"W 178.03 feet to the point of beginning.

Contains: ±3.16 Acres
±137,832 Sq. Ft.

Note: The above-described property is a portion of Parcels 58:036:0097, 58:036:0038, 58:036:0040 and 58:036:0098 owned by Utah County

Exhibit "F"
Pony Express Overland Flood Easement Legal Description

UTAH COUNTY OVERLAND FLOOD EASEMENT

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located S89°48'25"W along the Section Line 328.16 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W 137.33 feet; thence N27°30'18"W 90.04 feet; thence N89°48'25"E 170.46 feet; thence N32°24'50"E 92.66 feet; thence along the arc of a curve to the right 100.49 feet with a radius of 1240.00 feet through a central angle of 04°38'35", chord: N34°44'07"E 100.46 feet; thence S55°15'14"E 50.04 feet; thence along the arc of a non-tangent curve to the left 98.45 feet with a radius of 1190.00 feet through a central angle of 04°44'25", chord: S34°47'02"W 98.42 feet; thence S32°24'50"W 155.64 feet to the point of beginning.

Contains: ±0.54 Acres

±23,493 Sq. Ft.

Note: The above-described property is a portion of Parcel 58:036:0097 owned by Utah County

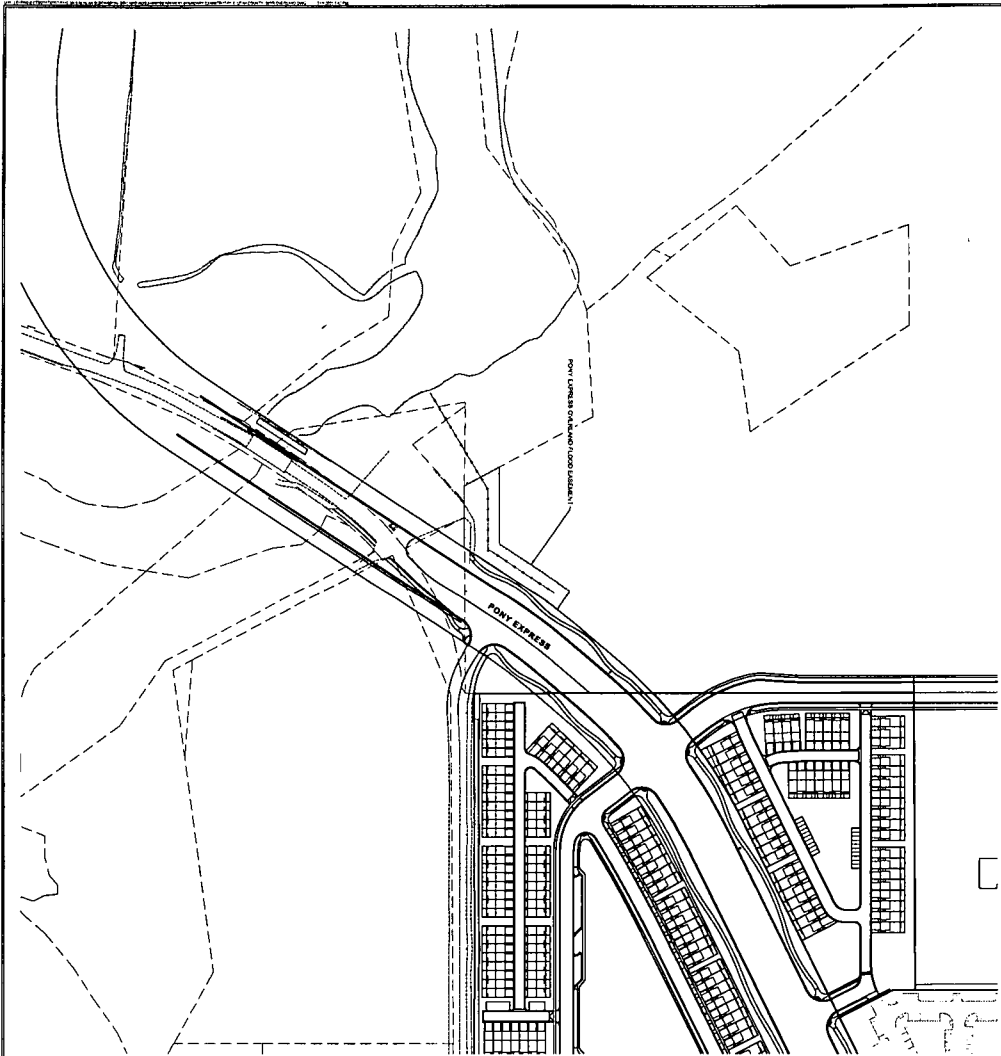
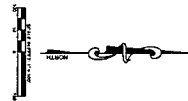


Exhibit F



 <p>LPI ENGINEERS SURVEYORS PLANNERS</p> <p>2022 N. MAIN STREET SUITE 200 SALT LAKE CITY, UT 84143 PHONE: 801.466.8888 FAX: 801.466.8889 WWW.LPI-UTAH.COM</p>	<p>NORTHSHORE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH</p> <hr/> <p>PONY EXPRESS OVERLAND FLOOD EASEMENT EXHIBIT</p>	<p>DATE: 11/27/21 BY: BLS/STV CHECKED: GJM/STV TITLE: FLOOD EASEMENT EXHIBIT PROJECT: 116989</p> <p>1</p>
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Exhibit "G"
Pony Express and 800 East Slope Easement Legal Description

UTAH COUNTY SLOPE EASEMENT

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N00°07'43"W along the Quarter Section Line 428.38 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a non-tangent curve to the left 115.03 feet with a radius of 1162.00 feet through a central angle of 05°40'19", chord: S42°47'58"W 114.98 feet; thence S39°57'49"W 113.85 feet; thence along the arc of a curve to the left 156.80 feet with a radius of 1190.00 feet through a central angle of 07°32'59", chord: S36°11'19"W 156.69 feet; thence S32°24'50"W 155.64 feet to the Section Line; thence S89°48'25"W along the Section Line 41.55 feet; thence N32°24'50"E 178.03 feet; thence along the arc of a curve to the right 161.42 feet with a radius of 1225.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 161.30 feet; thence N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 103.63 feet with a radius of 1197.00 feet through a central angle of 04°57'38", chord: N42°26'38"E 103.60 feet; thence N00°07'43"W 91.22 feet; thence along the arc of a non-tangent curve to the right 113.16 feet with a radius of 384.50 feet through a central angle of 16°51'45", chord: N21°05'30"W 112.75 feet; thence along the arc of a curve to the right 44.65 feet with a radius of 156.50 feet through a central angle of 16°20'45", chord: N04°29'15"W 44.50 feet; thence N03°41'08"E 63.73 feet; thence along the arc of a curve to the left 29.52 feet with a radius of 443.50 feet through a central angle of 03°48'51", chord: N01°46'42"E 29.52 feet; thence N00°07'43"W 1857.15 feet to the North Line of that Real Property Described in Deed Entry No. 31205:2018 in official records of the Utah County Recorder; thence N89°28'12"E along said real property 35.00 feet; thence S00°07'43"E 1857.39 feet; thence along the arc of a curve to the right 31.85 feet with a radius of 478.50 feet through a central angle of 03°48'51", chord: S01°46'42"W 31.85 feet; thence S03°41'08"W 63.73 feet; thence along the arc of a curve to the left 34.66 feet with a radius of 121.50 feet through a central angle of 16°20'45", chord: S04°29'15"E 34.55 feet; thence along the arc of a curve to the left 111.84 feet with a radius of 349.50 feet through a central angle of 18°20'03", chord: S21°49'39"E 111.36 feet to the Quarter Section Line; thence S00°07'43"E along the Quarter Section Line 115.27 feet to the point of beginning.

Contains: ±2.21 Acres
±96,467 Sq. Ft.

Note: The above-described property is a portion of Parcels 58:036:0097, 58:036:0038, 58:036:0040 and 58:036:0098 owned by Utah County.

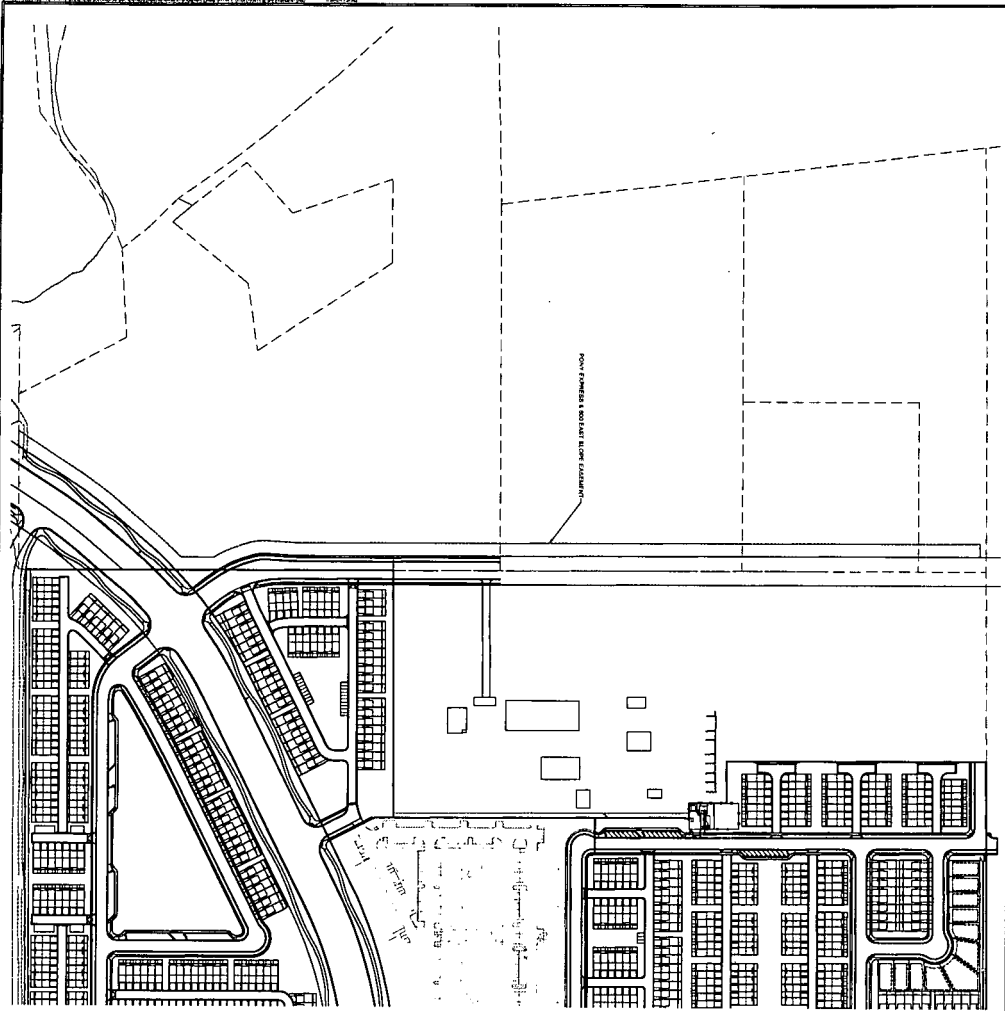
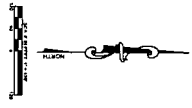


Exhibit C



 <p>JBI ENGINEERS SURVEYORS PLANNERS</p>	<p>NORTHSHORE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH</p> <hr/> <p>PONY EXPRESS & 800 EAST SLOPE EASEMENT</p>	<p>DATE: 11/14/2021 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: [Number]</p>
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Exhibit "H"
800 East Right-of-Way Legal Description

y
UTAH COUNTY PORTION OF 800 EAST

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N00°07'43"W along the Quarter Section Line 543.65 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a non-tangent curve to the right 111.84 feet with a radius of 349.50 feet through a central angle of 18°20'03", chord: N21°49'39"W 111.36 feet; thence along the arc of a curve to the right 34.66 feet with a radius of 121.50 feet through a central angle of 16°20'45", chord: N04°29'15"W 34.55 feet; thence N03°41'08"E 63.73 feet; thence along the arc of a curve to the left 31.85 feet with a radius of 478.50 feet through a central angle of 03°48'51", chord: N01°46'42"E 31.85 feet; thence N00°07'43"W 1857.39 feet to the North Line of that Real Property Described in Deed Entry No. 31205:2018 in official records of the Utah County Recorder; thence along said real property the following two (2) courses: N89°28'12"E 39.64 feet; feet to a fence corner; thence S00°03'19"E along an existing fence line 889.05 feet; thence S00°07'43"E along an existing fence line and the Quarter Section Line 1201.95 feet to the point of beginning.

Contains: ±1.83 Acres
±79,861 Sq. Ft.

Note: The above-described property is a portion of Parcels 58:036:0097, 58:036:0038, 58:036:0040 and 58:036:0098 owned by Utah County.

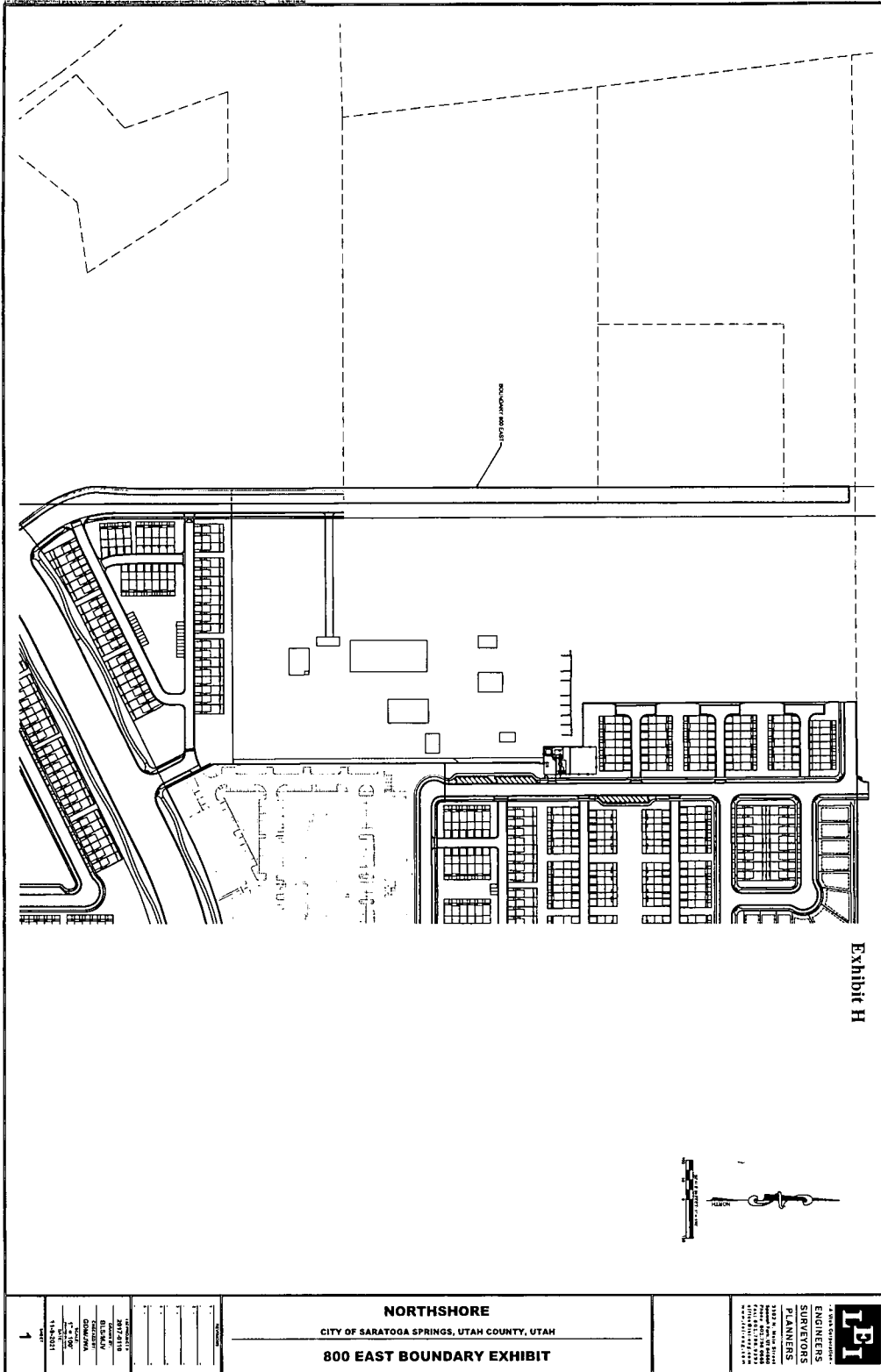
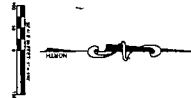


Exhibit H



NORTHSHORE

CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

800 EAST BOUNDARY EXHIBIT

LEI
 LANDSCAPE ARCHITECTS
 1000 WEST 1000 SOUTH
 SUITE 100
 SALT LAKE CITY, UT 84119
 (801) 462-1111
 www.lei.com

DATE	1
REVISION	
NO.	
DESCRIPTION	
DATE	
BY	
CHECKED BY	
DESIGNED BY	
DRAWN BY	
SCALE	
PROJECT NO.	
CLIENT	

Exhibit "I"
County Acquisition Legal Description

NORTHSHORE REMAINDER PARCEL

A portion of the Southeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N00°07'43"W along the Quarter Section Line 428.38 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N00°07'43"W 115.27 feet; thence along the arc of a non-tangent curve to the left 37.31 feet with a radius of 349.50 feet through a central angle of 06°06'58", chord: S34°03'10"E 37.29 feet; thence S37°06'39"E 48.26 feet; thence along the arc of a non-tangent curve to the left 67.69 feet with a radius of 1162.00 feet through a central angle of 03°20'15", chord: S47°18'15"W 67.68 feet to the point of beginning.

Contains: ±0.06 Acres

±2,790 Sq. Ft.

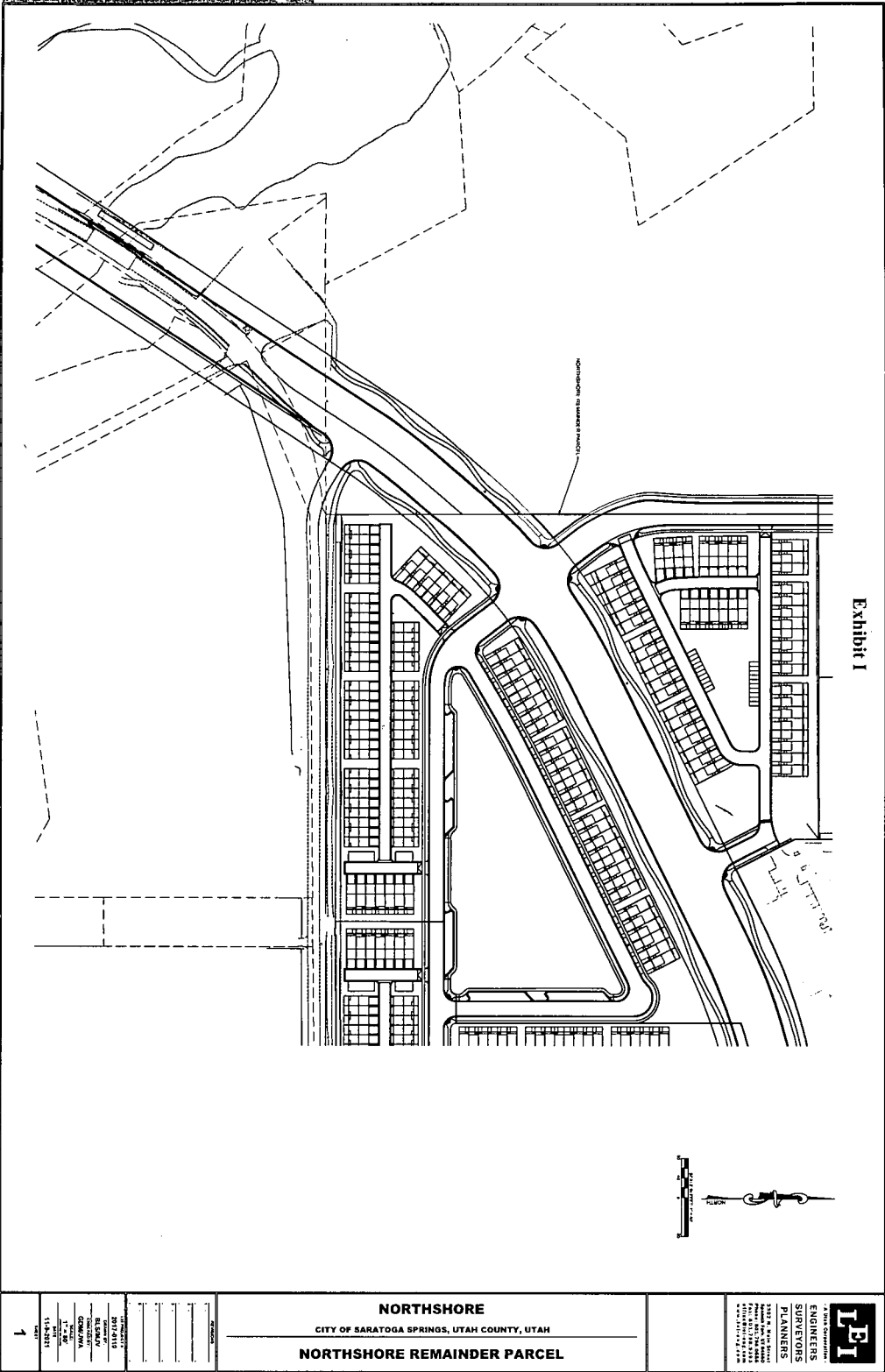
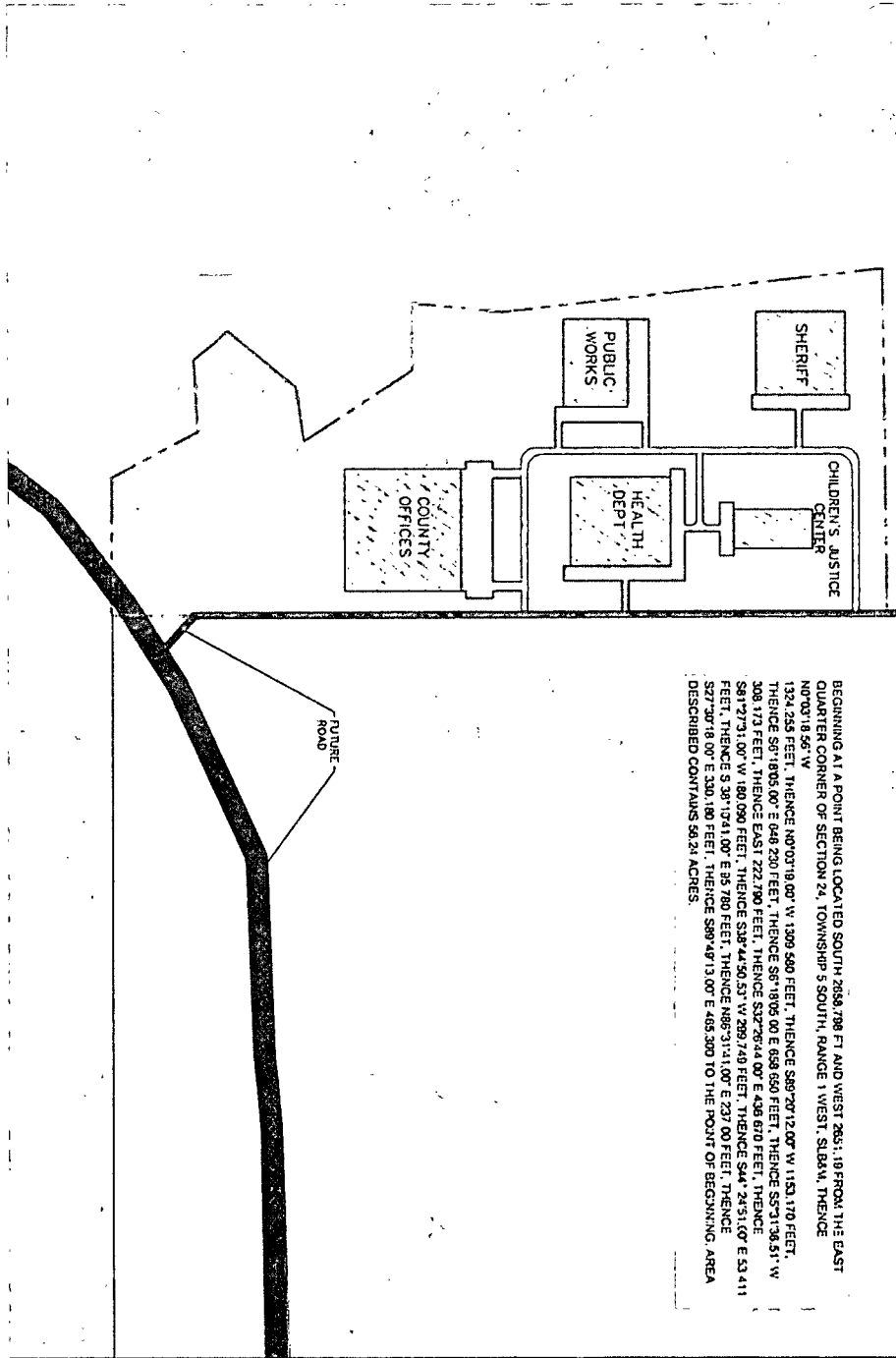


Exhibit I

Exhibit "J" Concept Plan



SHEET NUMBER 1	RC PARK LAYOUT	DATE: 11/22/2021 TIME: 1:30P DRAWN BY: JT	REVISIONS _____ _____ _____ _____	UTAH COUNTY PUBLIC WORKS ENGINEERING DIVISION 2855 South State, Provo, Utah 84606	Utah County
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Exhibit "K"
**Staff Report with Adopted Planning Commission Findings and Conditions of Approval,
Report of Action (if applicable) and Planning Commission Written Minutes**



MINUTES – Planning Commission

Thursday, May 12, 2022

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 Chairman Troy Cunningham

Present:

Commission Members: Reed Ryan, Troy Cunningham, Ken Kilgore, Bryce McConkie, Rachel Sprosty Burns
Staff: Dave Stroud, Planning Director; Ken Young, Community Development Director, Jeremy Lapin, Assistant City Engineer; Fredric Donaldson, Assistant City Attorney; Kayla Moss, Deputy Recorder; Kent Page, Senior Planner
Others: Troy Benson

1. **Pledge of Allegiance** - led by Commissioner Ryan
2. **Roll Call** - a quorum was present
3. **Public Input:** None
4. **Business Item: PRO Northside Site Plan, Located at 1058 S Old Farm Rd. (Lake Mt. Middle School). Troy Benson/Verizon Wireless.**
Senior Planner Kent Page presented this item to the Planning Commission. This is for a cell tower. It is located on Lake Mountain Middle School just south of the tennis courts. It will be 100 feet high. The applicant modified their plans to meet the standards in the City Code.

Commissioner McConkie asked what the height restrictions are on these types of towers. Senior Planner Page advised the maximum height for a cell tower is 100 feet on a property over 5 acres.

Commissioner Ryan asked why it was decided to be placed on school grounds. He also wondered if they were going to try to camouflage it. Troy Benson, applicant, advised it was very difficult to find a location that met code and had an interested property owner. This is the property that landed on that met both of those things. He mentioned that there isn't anything in the area that would make the tower blend in any more than just a regular tower.

Commissioner Kilgore received confirmation from the applicant that they would comply with all required conditions.

Commission Chair Cunningham mentioned when cell towers had been reviewed previously in for the code, they looked through it extensively. He recalled they went with 100 feet because they would only need two towers to cover the whole city at that height. He also went out and looked for cell towers during that time and he noticed that if he didn't have coordinates to them he wouldn't have noticed them.

Planning Director David Stroud mentioned cell towers are a necessary "evil". They are needed and there aren't many places to place them in the City. It helps out the school's budget to receive the revenue from having the lease of the cell tower on their properties.

Commissioner Kilgore mentioned that if you get too close to water or mountains it cuts down on cell transmission which limits where they can be placed in the City.

Motion made by Commissioner Kilgore to approve the PRO Northside Site Plan, Located at 1058 S Old Farm Rd (Lake Mt. Middle School). Troy Benson/Verizon Wireless, applicant with all staff findings and conditions. Seconded by Commissioner Sprosty Burns.

Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

5. Public Hearing: Transportation Master Plan Update, City Initiated.

Public Works Director Jeremy Lapin mentioned most of the changes were around the Temple. They also got rid of an intersection between the river and Saratoga Road. This modifies the City's general plan and that is why they had to notice a public hearing.

Public Hearing was opened by Chairman Cunningham at 6:17 pm. There were no comments so the public hearing was closed.

Commissioner Sprosty-Burns asked about Title 13 regarding traffic and parking. She wondered if anywhere addresses the issues with the older, narrow roads in the City. She share concern about parking on roads and suggested the city could regulate it based on the road width.

Director Lapin mentioned that there is nowhere in the code that restricts usage on the older roads. They did update the code to widen the roads about four or five years ago. City Council also just directed staff to widen the roads even further to accommodate accessory dwelling units and on street parking. They will now be 32 feet wide and they used to be 24 feet wide. There is a concern for IADU's on the older narrow roads.

Commissioner Kilgore asked if the City has any recourse for creating safety on roads if they are private roads. For example he wondered if the City could paint one side of the curb red to not allow parking on a private road. He was concerned especially for emergency access. Director Jeremy Lapin advised that there is a lot of building and engineering standards that would need to be adhered to from local to international code; he could look into it.

Commissioner McConkie mentioned if it's a private road the HOAs should address that. He asked which part of this plan is expected in the next five years. Director Lapin advised on a few that will be coming as the roads get built along with new development. He doesn't believe UDOT has any in their plans in the near future, mentioning these are usually done "as warranted," except 400 S. and Redwood Road. UDOT works on their own timeline.

Commissioner Ryan asked how often level of service studies are done. Director Lapin advised they evaluate the City as a whole when transportation master plans are reviewed. In addition, each developer has to do a traffic study in conjunction with building their developments. The City will also look at site specific studies as traffic warrants.

Motion made by Commissioner Kilgore to forward a positive recommendation to the City Council for the Transportation Master Plan Update, City Initiated with all staff findings and conditions. Seconded by Commissioner Sprosty Burns.

Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

6. Public Hearing: Utah County General Plan Amendment from Light Industrial and Natural Open Space to Institutional/Civic, and Rezone from Agriculture to Institutional/Civic. Located approximately 800 E. Saratoga Rd. Richard Nielson as applicant.

Planning Director David Stroud mentioned this was looked at in the fall. At that time they have requested Office/Warehouse. However, what they were wanting to place in this area would have fit in Institutional/Civic with planned changes. Those changes to the zone have been made so it is coming back to the Commission.

Public Hearing was opened by Chairman Cunningham at 6:41 pm. There were no comments so the public hearing was closed.

Commissioner McConkie received clarification from Director Stroud to the previous time this applicant came before Planning Commission and the motion made at that time.

Commissioner Cunningham was glad to change this to Institutional/Civic instead of Office/Warehouse.

Motion made by Commissioner Ryan to forward a positive recommendation to the City Council for the Utah County, General Plan Amendment from Light Industrial and Natural Open Space to Institutional/Civic, and Rezone from Agriculture to Institutional/Civic on 68.97 acres at approximately 800 E Saratoga Rd. as outlined in exhibit 1 with all staff findings and conditions in staff report dated 5-

5-2022 and as presented in the meeting. Seconded by Commissioner McConkie. Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

7. **Public Hearing: Updates to City Code, Title 19.02-Definitions, 19.09-Off-Street Parking, 19.12-Subdivisions, 19.16-Site and Architectural Design Standards. City Initiated.**
Public Works Director Lapin mentioned the Council members wanted them to look at the width of driveway approaches. The old code restricted it to 30 feet and this change would allow up to 45 feet wide as long as the lot is wide enough. They can only have a drive up to 60% of the width of the lot. They also looked at other issues that may come up that weren't previously addressed in the code.

Public Hearing was opened by Chairman Cunningham at 6:47 pm. There were no comments so the public hearing was closed.

Commissioner McConkie asked what the intent of regulating driveways and approach widths to begin with. He also wondered if there are any negative impacts on allowing the widening. Director Lapin mentioned it has to do with storm drain issues, aesthetics, site distance, conflict points, there needs to be room in between driveways for utility boxes. There are a number of reasons for limiting driveway widths. He doesn't see any negative impacts with the 45 foot width in the way they have written this code.

Commissioner McConkie mentioned he thinks the definition of driveway wings should match the way other definitions are written. He also asked if the code defines the term "clustered single family lot" to clarify what a shared driveway would be in that case. He also suggested mentioning the general plan in a section.

Commissioner Sprosty Burns asked why shared driveways mentioned garages needing a remote garage door opener. Director Lapin advised that is to avoid people parking on a drive that is too short. It may be a little outdated because most if not all people have a remote garage door open now but they figured they would keep it in to avoid potential problems.

Commissioner Ryan mentioned some clerical changes to clean up the code.

Motion made by Commissioner McConkie to forward a positive recommendation to the City Council for the Updates to City Code, Title 19.02-Definitions, 19.09-Off-Street Parking, 19.12-Subdivisions. City Initiated with all staff findings and conditions and all suggested changes discussed during the meeting and include verbiage in 19.12.06.1.h.v. "or conflict's with planned improvements contained in the general plan" or similar to make it grammatically correct. Seconded by Commissioner Ryan. Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

8. **Public Hearing: Amendment of the City's Annexation Policy Plan and Expansion Area Map. City Initiated.**

Community Development Director Ken Young presented this amendment to the Planning Commission. This is the identify boundaries around the existing city land that could be beneficial in the future to have control over regarding zoning and other things. The boundaries have been amended. The Council has expressed some concern about mountain side activities that the City doesn't have control over. There is mining and other rights that exist there which may not be taken away but they could regulate noise, dust, surrounding zoning and things like that. Some boundaries on the previous plan were incorrect or out of date because they were annexed into Lehi or Eagle Mountain already. All of the entities that could be affected by the annexation plans were noticed of the changes to this plan. SITLA was the only entity that commented within the response timeline. Any annexation of the property in SITLA land would have to be agreed upon and for extreme health/welfare issues. SITLA has asked the City to omit some of the properties from the plan but the City felt it was in our best interest to include them in case any future problems arise.

Public Hearing was opened by Chairman Cunningham at 7:24 pm. There were no comments so the public hearing was closed.

Commissioner McConkie asked if annexation plans could expand if islands end up in Utah Lake. Director Young mentioned that could happen but would be addressed if or when.

Commissioner Kilgore shared concern for any legal exposure if SITLA asks us to exclude land but we decide to still include it. Assistant City Attorney Fredric Donaldson advised that there isn't any legal exposure because we aren't requesting annexation. It's just expressing possible future interest in the lands.

Commissioner Ryan wants to make sure we are considerate of SITLA and the reasons why they wouldn't want to be in the annexation area. He understands the City has reasons but he wants to make sure it isn't included for unnecessary reasons.

Commissioner Sprosty Burns asked for clarification on acreage. Director Young noted this plan adds about 457 acres compared to the last plan.

Motion made by Commissioner McConkie to forward a positive recommendation to the City Council for the Amendment of the City's Annexation Policy Plan and Expansion Area Map. City Initiated with all staff findings and conditions. Seconded by Commissioner Kilgore.
Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.
No: None
Absent: Bryce Anderson, Audrey Barton.
Motion passed 5 - 0.

9. Approval of Minutes: April 28, 2022.

Commissioner McConkie mentioned to update line 31 to include leasing their home for someone else's business that doesn't live in the home. Also on line 215 his intent to limit fire arm hazards instead of fire arms.

Motion made by Commissioner Ryan to approve the Planning Commission minutes of April 28, 2022 with corrections stated in the meeting. Seconded by Commissioner McConkie. Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.
No: None
Absent: Bryce Anderson, Audrey Barton.
Motion passed 5 - 0.

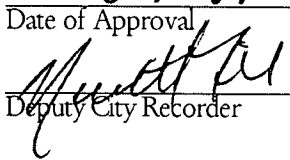
10. Reports of Action. None

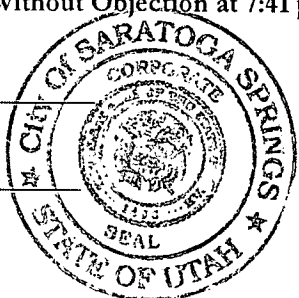
11. Commission Comments. Commissioner McConkie thanked staff for making sure trash was removed along the roadways.

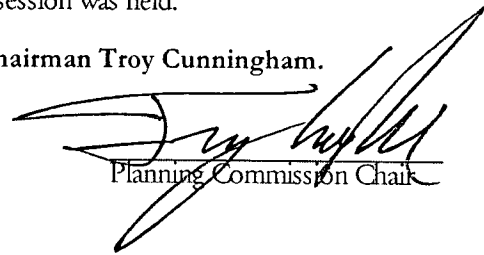
12. Director's Report. None

13. Possible motion to enter into closed session – No closed session was held.

14. Meeting Adjourned Without Objection at 7:41 p.m. by Chairman Troy Cunningham.

5-26-2022
Date of Approval

Deputy City Recorder




Planning Commission Chair



SARATOGA
SPRINGS
PLANNING

Planning Commission Staff Report

**Utah County General Plan Land Use Map Amendment and Rezone
Natural Open Space and Light Industrial to Institutional/Civic Land Use
Agriculture to I/C Rezone
May 12, 2022
Public Hearing**

Report Date: May 5, 2022
 Applicant: Richard Nielson, Utah County Public Works Director
 Owner: Utah County
 Location: ~800 East Saratoga Road
 Major Street Access: Saratoga Road
 Parcel Number(s) & Size: 58:036:0097, 36.59 acres; 58:036:0038, 15.73 acres; 58:036:0040, 5.00 acres; and 58:036:0098, 11.65 acres – 68.97 acres
 Land Use Designation: Natural Open Space and Light Industrial
 Parcel Zoning: Agriculture
 Adjacent Zoning: Mixed Residential, Agriculture, Planned Community, Lehi
 Current Use of Parcels: Vacant
 Adjacent Uses: Vacant, residential, City Public Works
 Previous Meetings: None
 Previous Approvals: None
 Land Use Authority: City Council
 Planner: David Stroud, AICP, Planning Director

-
- A. Executive Summary:** The applicant requests the City amend 68.97 acres of the General Plan Land Use Map from Natural Open Space and Light Industrial to Institutional/Civic and rezone the subject parcels from Agricultural (A) to Institutional Civic (I/C). The anticipated uses include but are not limited to County facilities such as office space, a small public works facility, and a small Sheriff's office facility to include holding cells.

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

- B. Background:** The subject property is currently unplatted and in the A zone. The General Plan currently identifies the future land uses as Natural Open Space and Light Industrial. The applicant desires to construct county facilities to service the north Utah County residents instead of these services provided for farther away in Provo.

This item was heard October 2021 when the OW zone was requested. At that time, staff began working on text changes to permit county facilities in the I/C zone which was then approved by the City Council. The I/C zone is the most appropriate zone to locate county facilities and the County has agreed to the change.

- C. Specific Requests:** General Plan Land Use Map amendment from Natural Open Space and Light Industrial to Institutional/Civic and rezone from A to I/C. A broad concept plan is included with this report. There is currently no time frame to locate county facilities at this location but the intent is to provide county services to residents of north Utah County in the future. The question to be addressed and recommend to the City Council is whether or not this location is suitable for the proposed land use and zone.

- D. Process:**

Rezone and General Plan Amendment

The table in Section 19.13.04 outlines the process requirements of a rezone request. 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 may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code." As with all rezones, the City Council and applicant will enter into a development agreement regarding the property in the request. A concept plan is not reviewed at this time.

- E. Community Review:** This item was noticed as a Planning Commission public hearing and a notice was sent to property owners within 300 feet of the subject property. As of the date of this report no phone calls have been received by the public. Email comments may be submitted or public may choose to attend the Planning Commission meeting. The notice has also been posted in the City building, www.saratogspringscity.com, and at the State notice website www.utah.gov/pmni/index.html.
- F. General Plan:** The land use designation of the property is Natural Open Space and Light Industrial. The applicant's request to change the zone from A to I/C is not consistent with the land use designations of Natural Open Space and Light Industrial. The Institutional/Civic designation is needed to then zone the property to I/C.

Natural Open Space of the General Plan is defined as:

Areas that are not appropriate for residential or other development, along with developable areas that are to be reserved for passive recreational opportunities. Natural Open Space areas are to be minimally improved with all improvements carefully designed so as to subtly compliment the natural atmosphere that should prevail. Facilities that are included in the Natural Open Space areas should include hiking trails, equestrian trails, boardwalks, observatories, educational kiosks and other elements that promote an awareness or appreciation of the City's history and natural setting.

Light Industrial of the General Plan is defined as:

Areas characterized as fabrication, light manufacturing, warehousing, and some commercial uses. These areas are generally located close to regional transportation networks. Zoning in industrial areas should be separated into multiple zones based on the level of intensity and only the lightest industrial uses should be located near residential development

Institutional/Civic of the General Plan is defined as:

Areas that accommodate public or quasi-public land uses. Activities in the institutional areas will vary greatly and shall include schools, libraries, hospitals, public buildings or facilities and other land-uses that provide essential services to the general public.

Staff conclusion: Complies. I/C is an appropriate zone when implemented by the I/C land use designation.

G. Code Criteria:

Rezone requests 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.

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.**

The application was scheduled on the Planning Commission with 30 days of the decision to seek the I/C zone.

2. The Planning Commission shall recommend approval of the 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. The land use element of the General Plan indicates Office as the proposed land use. However, the General Plan is not a static document and subject to review and change when appropriate.

3. The Planning Commission shall provide the notice and hold a public hearing as required by 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 were 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 rezone and development is located in an area that is adjacent to City Facilities and Mixed Residential. The impact of County facilities to adjacent property is minimal.

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 changes 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 and the proposed zone of I/C is implemented by the Institutional/Civic land use designation.

2. The proposed changes 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 the zone from A to I/C.

3. The proposed changes 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 will comply 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 property has been identified on the General Plan land use map as future Natural Open Space, Light Industrial and a current zone of A. The rezone to I/C is compatible with the adjacent zones and uses.

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 may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code.” A formal concept plan has not been submitted as this time but a “bubble” concept plan is included as an exhibit.

H. Recommendation Options:

Approval

I move to recommend to the City Council **approval** of the Utah County request to amend the General Plan Land Map from Natural Open Space and Light Industrial to Institutional/Civic and rezone from A to I/C on 68.97 acres at ~800 East Saratoga Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated May 5, 2022:

Findings

1. The General Plan Land Use Map is proposed to be amended from Natural Open Space and Light Industrial to Institutional/Civic as outlined Section G of this report.
2. The Zone Map is proposed to be amended from A to I/C in compliance with the proposed General Plan Lane Use Map amendment.
3. The General Plan Land Use Map amendment and rezone 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.
4. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report.

Conditions:

1. The Utah County General Plan Amendment and Rezone may be subject to a City Council approved Development Agreement or Interlocal Agreement.
2. The General Plan Land Use Map amendment and rezone is approved as Exhibit 1 of the Staff report.
3. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff report as Exhibit 2, if applicable.
4. All other Code requirements shall be met.
5. A preliminary plat and site plan shall be applied for with review of the standards contained in the Land Development Code of the I/C zone for such a request.
6. Any other conditions or changes as articulated by the Planning Commission:

Continuance

The Planning Commission may also choose to continue the item. "I move to **continue** the Utah County request 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. _____

Denial

The Planning Commission may also choose to recommend denial of the request regarding the application. "I move to recommend **denial** of the Utah County request with the findings below:

1. The Utah County request is not consistent with the General Plan, as articulated by the Planning Commission:

_____, and/or,

2. The Utah County request is not consistent with Section [?] of the Code, as articulated by the Planning Commission:

J. Exhibits:

1. Proposed General Plan Land Use Map and Zone Change
2. City Engineer's staff report, if applicable
3. Concept plan

Exhibit 1 – Current Land Use of Natural Open Space and Light Industrial to Institutional/Civic

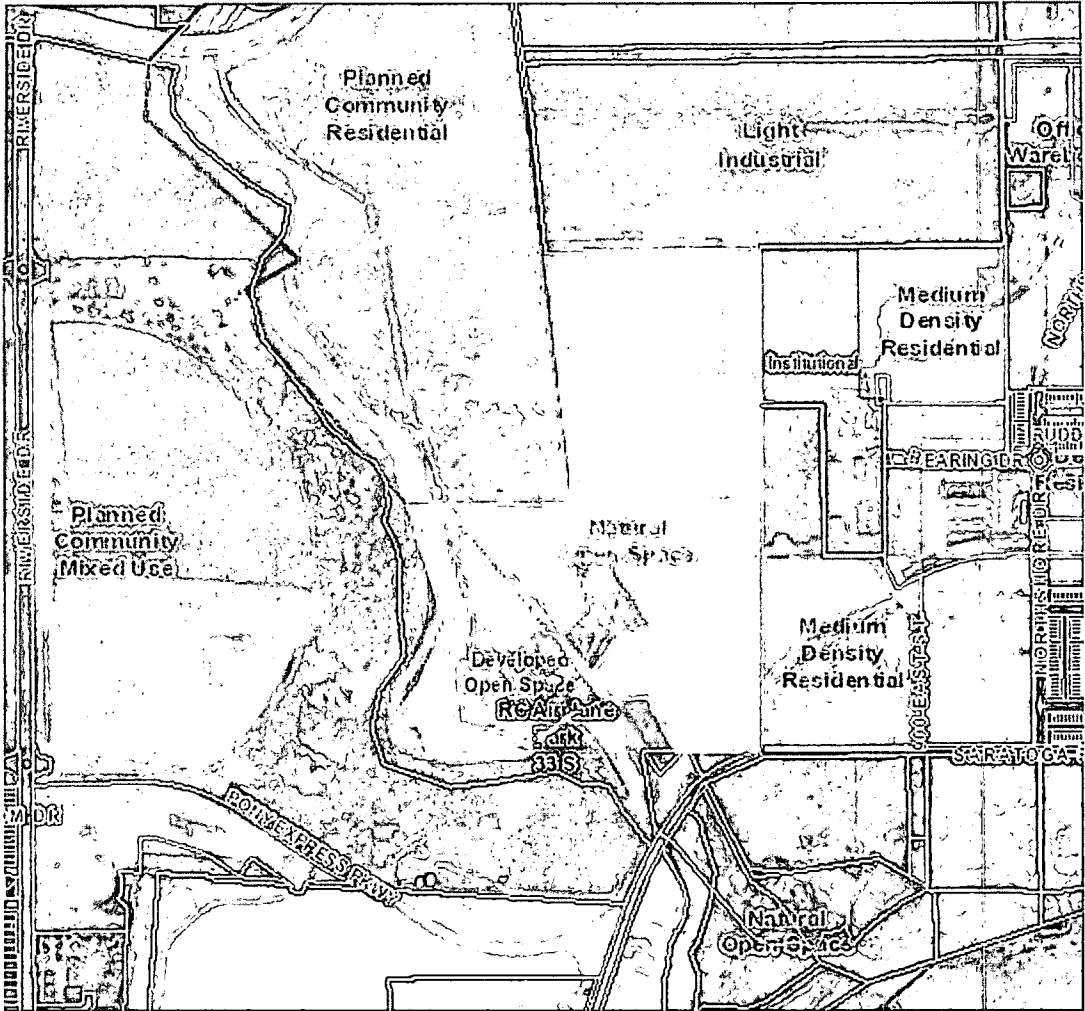


Exhibit 3 – Concept Plan

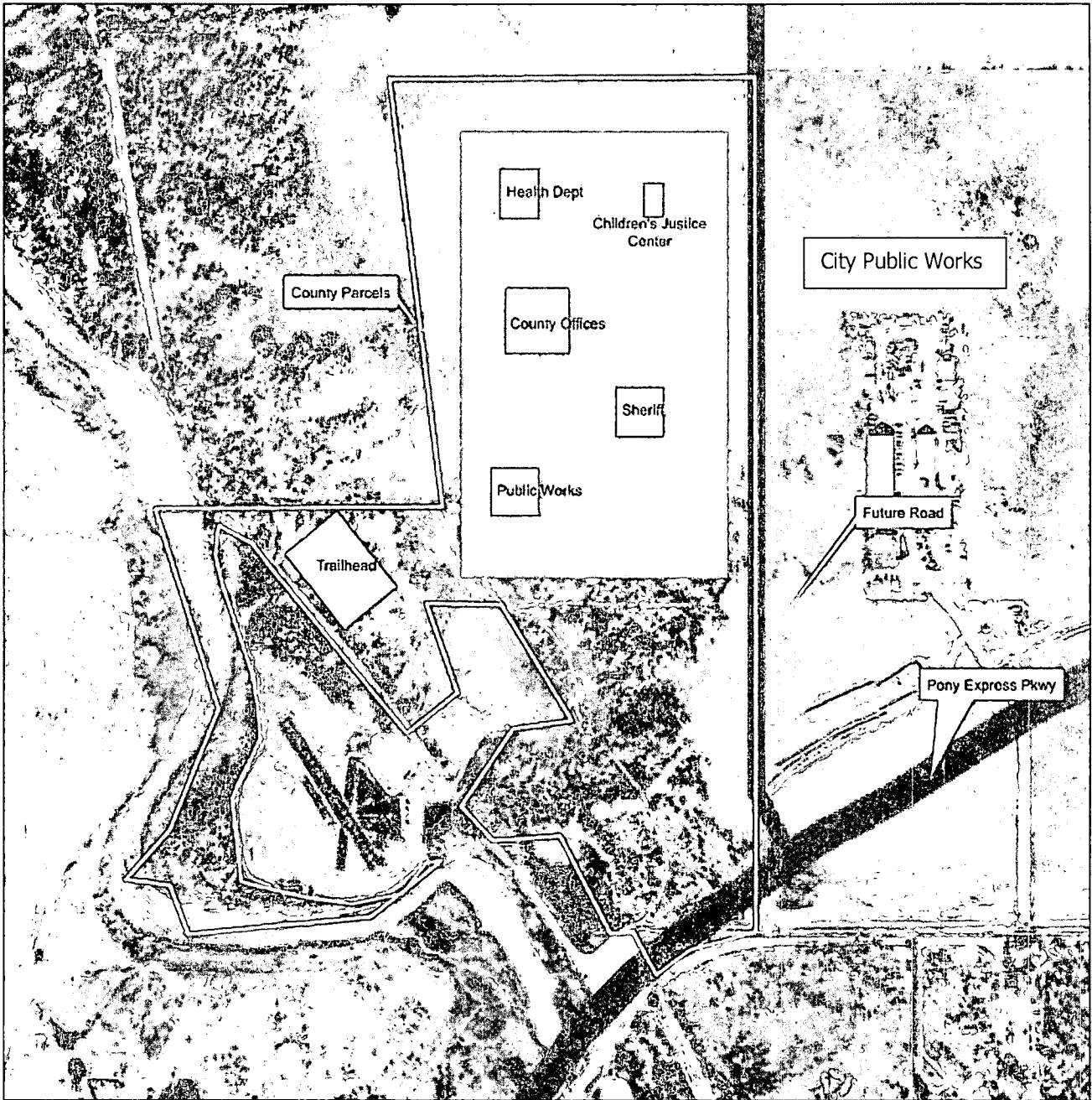


Exhibit "L"

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



SARATOGA
SPRINGS
PLANNING

City Council Staff Report

**Utah County General Plan Land Use Map Amendment and Rezone
Natural Open Space and Light Industrial to Institutional/Civic Land Use
Agriculture to I/C Rezone
August 9, 2022
Public Meeting**

Report Date: August 2, 2022
 Applicant: Richard Nielson, Utah County Public Works Director
 Owner: Utah County
 Location: ~800 East Saratoga Road
 Major Street Access: Saratoga Road
 Parcel Number(s) & Size: 58:036:0097, 36.59 acres; 58:036:0038, 15.73 acres; 58:036:0040, 5.00 acres; and 58:036:0098, 11.65 acres – 68.97 acres
 Land Use Designation: Natural Open Space and Light Industrial
 Parcel Zoning: Agriculture
 Adjacent Zoning: Mixed Residential, Agriculture, Planned Community, Lehi
 Current Use of Parcels: Vacant
 Adjacent Uses: Vacant, residential, City Public Works
 Previous Meetings: Planning Commission May 12, 2022
 Previous Approvals: None
 Land Use Authority: City Council
 Planner: Ken R. Young, Community Development Director

A. Executive Summary: The applicant requests the City amend 68.97 acres of the General Plan Land Use Map from Natural Open Space and Light Industrial to Institutional/Civic and rezone the subject parcels from Agricultural (A) to Institutional Civic (I/C). The anticipated uses include but are not limited to County facilities such as office space, a small public works facility, and a small Sheriff’s office facility to include holding cells.

Staff Recommendation: The Planning Commission recommends the City Council conduct a public meeting on the proposed General Plan Land Use Map amendment and rezone, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval with or without modification, denial, or continuation.

- B. Background:** The subject property is currently unplatted and in the A zone. The General Plan currently identifies the future land uses as Natural Open Space and Light Industrial. The applicant desires to construct county facilities to serve north Utah County residents instead of these services provided farther away in Provo.

This item was heard in October 2021 when the OW zone was requested. At that time, staff began working on text changes to permit county facilities in the I/C zone which was then approved by the City Council. The I/C zone is the most appropriate zone to locate county facilities and the County has agreed to the change.

- C. Specific Requests:** General Plan Land Use Map amendment from Natural Open Space and Light Industrial to Institutional/Civic and rezone from A to I/C. A broad concept plan is included with this report. There is currently no time frame to locate county facilities at this location but the intent is to provide county services to residents of north Utah County in the future. The question to be addressed and recommend to the City Council is whether or not this location is suitable for the proposed land use and zone.

- D. Process:**

Rezone and General Plan Amendment

The table in Section 19.13.04 outlines the process requirements of a rezone request. 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 may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code." As with all rezones, the City Council and applicant will enter into an Interlocal Agreement regarding the property in the request. A concept plan has not been formally reviewed at this time but is included as an exhibit.

- E. Community Review:** This item was noticed as a Planning Commission public hearing and a notice was sent to property owners within 300 feet of the subject property. As of the date of this report no phone calls have been received by the public. Email comments may be submitted or public may choose to attend the Planning Commission meeting. The notice has also been posted in the City building, www.saratogspringscity.com, and at the State notice website www.utah.gov/pmn/index.html.
- F. General Plan:** The land use designation of the property is Natural Open Space and Light Industrial. The applicant's request to change the zone from A to I/C is not consistent with the land use designations of Natural Open Space and Light Industrial. The Institutional/Civic designation is needed to then zone the property to I/C.

Natural Open Space of the General Plan is defined as:

Areas that are not appropriate for residential or other development, along with developable areas that are to be reserved for passive recreational opportunities. Natural Open Space areas are to be minimally improved with all improvements carefully designed so as to subtly compliment the natural atmosphere that should prevail. Facilities that are included in the Natural Open Space areas should include hiking trails, equestrian trails, boardwalks, observatories, educational kiosks and other elements that promote an awareness or appreciation of the City's history and natural setting.

Light Industrial of the General Plan is defined as:

Areas characterized as fabrication, light manufacturing, warehousing, and some commercial uses. These areas are generally located close to regional transportation networks. Zoning in industrial areas should be separated into multiple zones based on the level of intensity and only the lightest industrial uses should be located near residential development

Institutional/Civic of the General Plan is defined as:

Areas that accommodate public or quasi-public land uses. Activities in the institutional areas will vary greatly and shall include schools, libraries, hospitals, public buildings or facilities and other land-uses that provide essential services to the general public.

Staff conclusion: Complies. I/C is an appropriate zone when implemented by the I/C land use designation.

G. Code Criteria:

Rezone requests 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.

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.**

The application was scheduled on the Planning Commission within 30 days of the decision to seek the I/C zone.

2. The Planning Commission shall recommend approval of the 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. The land use element of the General Plan indicates Office as the proposed land use. However, the General Plan is not a static document and subject to review and change when appropriate.

3. The Planning Commission shall provide the notice and hold a public hearing as required by 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 were 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 rezone and development is located in an area that is adjacent to City Facilities and Mixed Residential. The impact of County facilities to adjacent property is minimal.

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 changes 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 and the proposed zone of I/C is implemented by the Institutional/Civic land use designation.

2. The proposed changes 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 the zone from A to I/C.

3. The proposed changes 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 will comply 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 property has been identified on the General Plan land use map as future Natural Open Space, Light Industrial and a current zone of A. The rezone to I/C is compatible with the adjacent zones and uses.

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 may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code.” A formal concept plan has not been submitted as this time but a “bubble” concept plan is included as an exhibit.

H. Planning Commission Recommendation:

Approval

I move to **approve** the request of Utah County to amend the General Plan Land Map from Natural Open Space and Light Industrial to Institutional/Civic and rezone from A to I/C on 68.97 acres at ~800 East Saratoga Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated May 10, 2022:

Findings

1. The General Plan Land Use Map is proposed to be amended from Natural Open Space and Light Industrial to Institutional/Civic as outlined Section G of this report.
2. The Zone Map is proposed to be amended from A to I/C in compliance with the proposed General Plan Lane Use Map amendment.
3. The General Plan Land Use Map amendment and rezone 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.
4. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report.

Conditions:

1. The Utah County General Plan Amendment and Rezone may be subject to a City Council approved Development Agreement or Interlocal Agreement.
2. The General Plan Land Use Map amendment and rezone is approved as Exhibit 1 of the Staff report.
3. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff report as Exhibit 2, if applicable.
4. All other Code requirements shall be met.
5. A preliminary plat and site plan shall be applied for with review of the standards contained in the Land Development Code of the I/C zone at the time of request.
6. Any other conditions or changes as articulated by the Planning Commission:

Continuance

The City Council may also choose to continue the item. "I move to **continue** the Utah County request 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. _____

Denial

The City Council may also choose to recommend denial of the request regarding the application. "I move to recommend **denial** of the Utah County request with the findings below:

1. The Utah County request is not consistent with the General Plan, as articulated by the City Council: _____ and/or,

2. The Utah County request is not consistent with Section [?] of the Code, as articulated by the City Council:
-

J. Exhibits:

1. Proposed General Plan Land Use Map and Zone Change
2. City Engineer's staff report, if applicable
3. Concept plan
4. Planning Commission minutes (forthcoming)

Exhibit 1 – Current Land Use of Natural Open Space and Light Industrial to Institutional/Civic

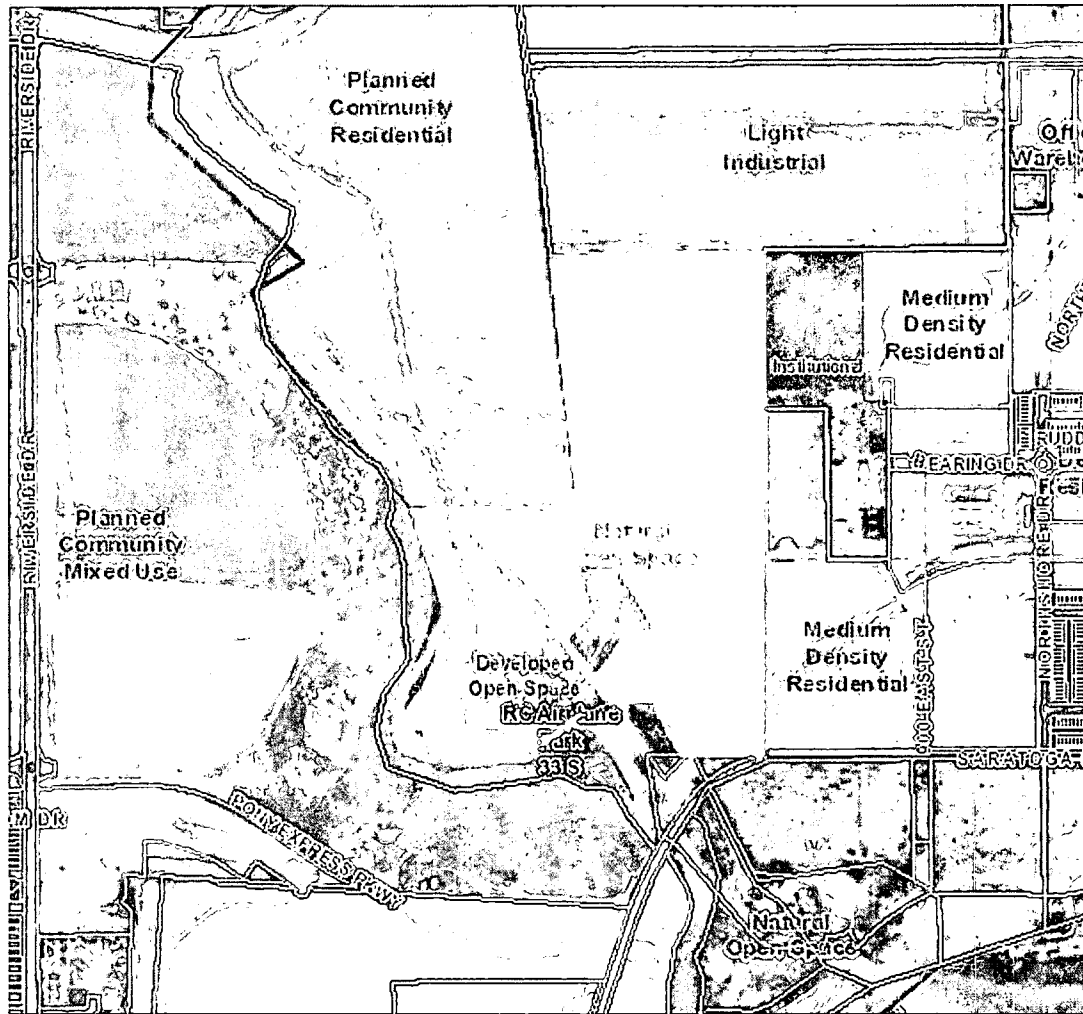


Exhibit 1 – Current Zone of A to I/C

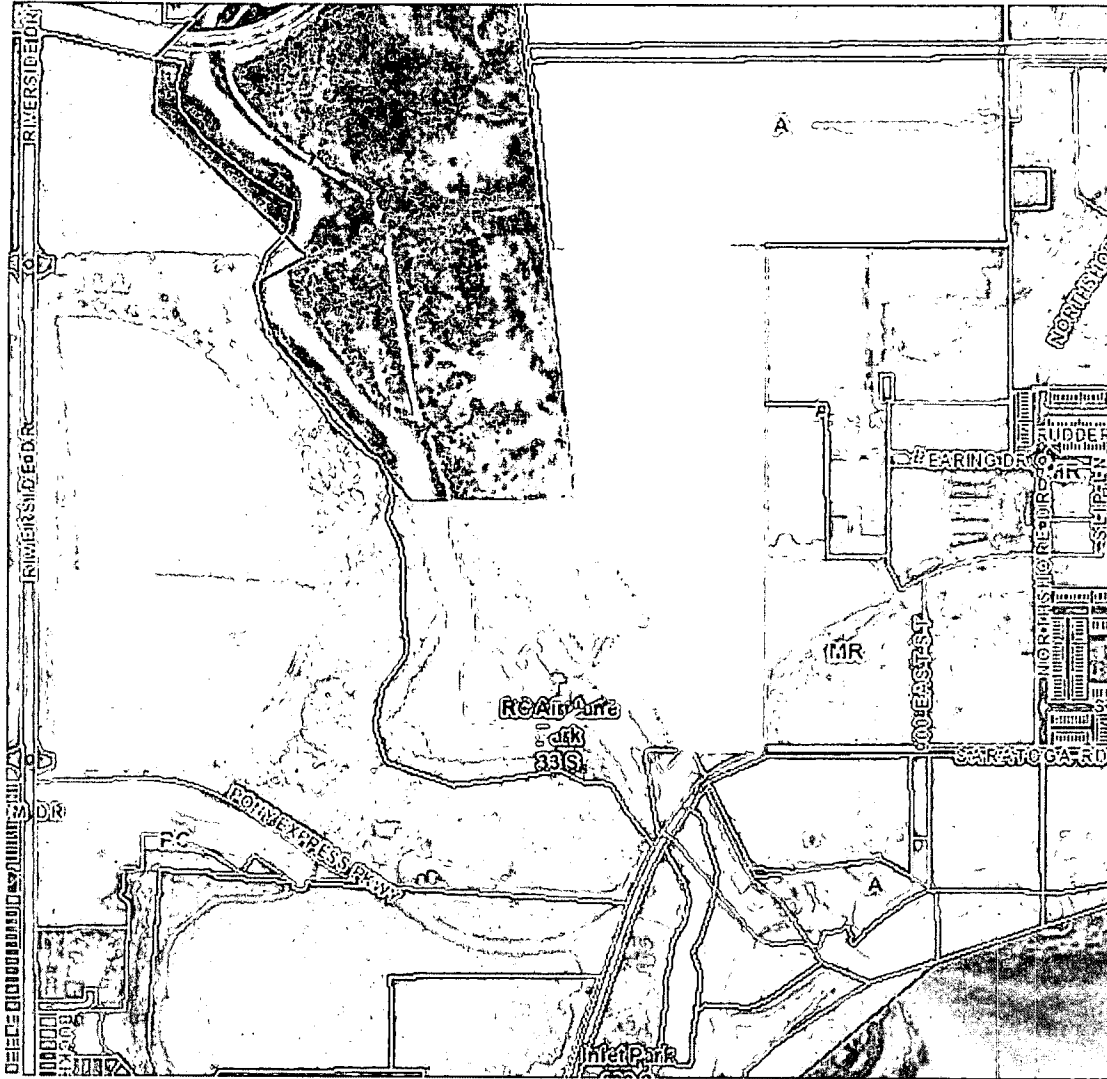
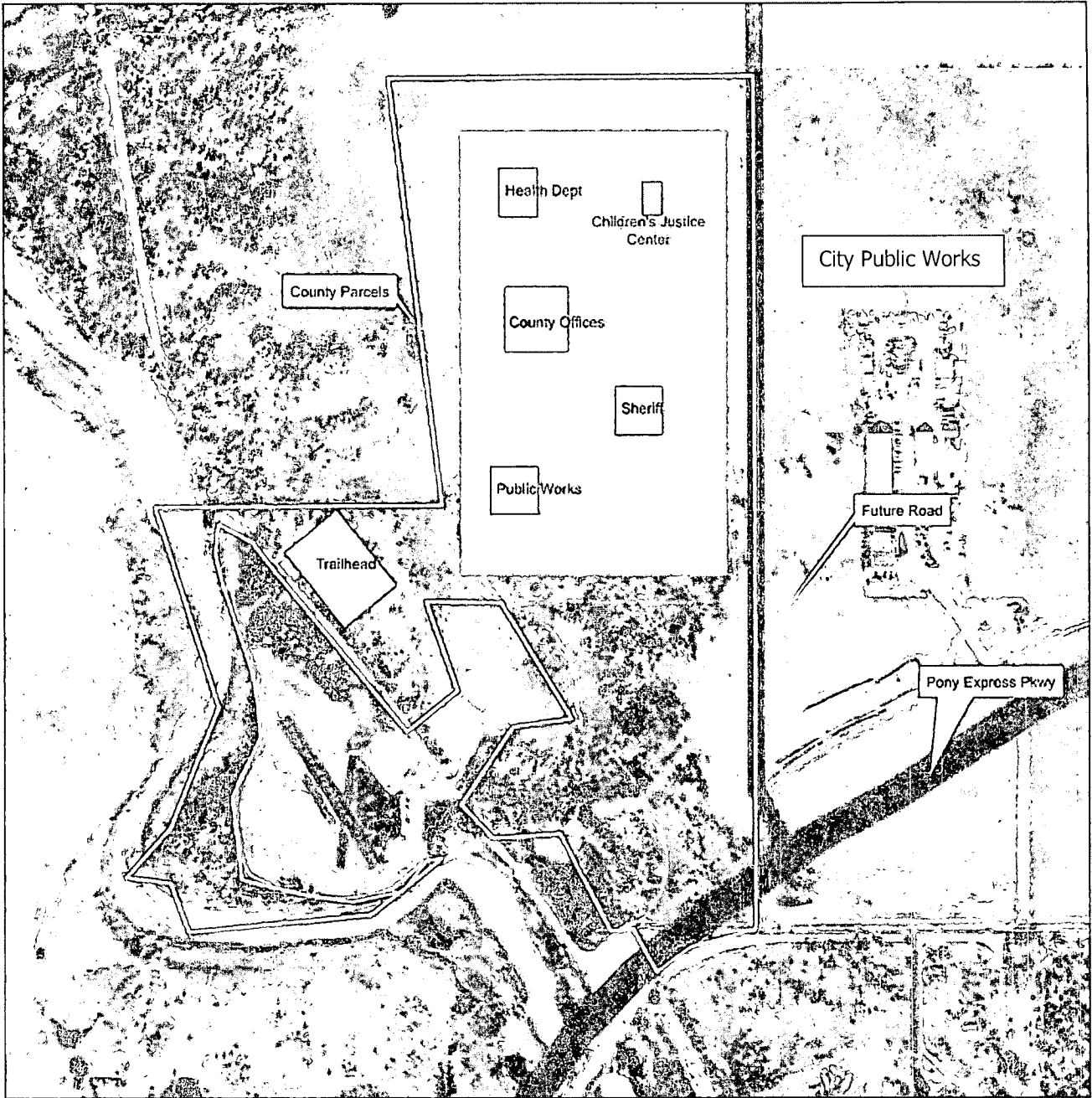


Exhibit 2 – No Engineer's report at this time

Exhibit 3 – Concept Plan



ORDINANCE NO. 22-34 (8-16-22)

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS,
UTAH, ADOPTING AN AMENDMENT TO THE OFFICIAL
ZONING MAP, AND APPROVING AN INTERLOCAL
AGREEMENT SPECIFYING THE TERMS OF THE
DEVELOPMENT OF CERTAIN REAL PROPERTY IN THE
CITY**

WHEREAS, Utah Code Chapter 10-9a allows municipalities to amend the number, shape, boundaries, or area of any zoning district; and

WHEREAS, before the Saratoga Springs City Council approves any zoning map amendments, the amendments must first be reviewed by the Saratoga Springs Planning Commission for its recommendation to the City Council; and

WHEREAS, on May 12, 2022, the Planning Commission held a public hearing after proper notice and publication to consider amendments to City-wide zoning map for certain real property in the City of Saratoga Springs, which is described in Exhibit A (“Property”), and forwarded the item with a favorable recommendation; and

WHEREAS, on August 9, 2022, the City Council held a public meeting to consider the Zone Map amendment; and

WHEREAS, the City Council voted to approve the Zone Map amendment subject to the terms of an interlocal agreement, which agreement is attached as Exhibit B (“Agreement”); and

WHEREAS, pursuant to Utah Code § 10-9a-102, the City Council is authorized to enter into interlocal agreements it considers necessary or appropriate for the use and development of land within the municipality; and

WHEREAS, the City desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

WHEREAS, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the Land Use Map of the General Plan and City-wide Zone Map be made and that the Agreement be approved.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The Property described in Exhibit A is hereby changed from Agricultural to I/C on the City's Zoning Map, subject to and conditioned on the owner of the Property entering into the interlocal agreement attached as Exhibit B, which Agreement shall be recorded on the Property in the Office of the Utah County Recorder. City Staff is hereby instructed to amend the official City Zoning Map and Land Use Map accordingly and to record said Agreement, subject to payment of the recording costs by the property owner.

The City Manager is hereby authorized to sign the interlocal agreement attached as Exhibit B. City Staff may make any non-substantive changes to the Agreement before execution but may not make any changes inconsistent with the conditions of approval adopted by the City Council.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Saratoga Springs City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

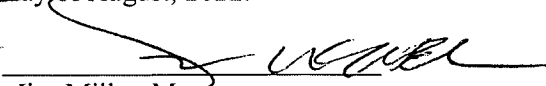
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

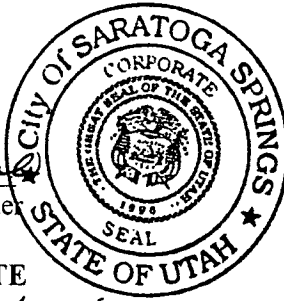
SECTION V – PUBLIC NOTICE

The Saratoga Springs Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710—711, to do as follows:

- a. deposit a copy of this ordinance in the office of the City Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701; or
 - ii. post a complete copy of this ordinance in 3 public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 16th day of August, 2022.

Signed: 
 Jim Miller, Mayor



Attest: *Cindy LoPiccolo*
Cindy LoPiccolo, City Recorder

VOTE

Michael McOmber	<u><i>absent</i></u>
Chris Porter	<u><i>yes</i></u>
Stephen Willden	<u><i>yes</i></u>
Ryan Poduska	<u><i>absent</i></u>
Chris Carn	<u><i>yes</i></u>

EXHIBIT A

COM S 1282.04 FT & E 1758.67 FT & N 6 DEG 18' 5" W 658.65 FT FR W 1/4 COR. SEC. 24, T5S, R1W, SLB&M.; N 6 DEG 18' 5" W 646.23 FT; N 89 DEG 28' 12" E 1153.17 FT; S 0 DEG 3' 19" E 171.05 FT; N 89 DEG 53' 25" W 450 FT; S 0 DEG 3' 19" E 484 FT; N 89 DEG 53' 25" W 632.83 FT TO BEG.
AREA 11.645 AC.

COM E 2318.74 FT & S 144.59 FT FR W 1/4 COR. SEC. 24, T5S, R1W, SLB&M.; S 89 DEG 53' 25" E 450 FT; S 0 DEG 3' 19" E 484 FT; N 89 DEG 53' 25" W 450 FT; N 0 DEG 3' 19" W 484 FT TO BEG.
AREA 5.000 AC.

COM S 1282.04 FT & E 1758.67 FT FR W 1/4 COR. SEC. 24, T5S, R1W, SLB&M.; N 6 DEG 18' 5" W 658.65 FT; S 89 DEG 53' 25" E 1082.83 FT; S 0 DEG 3' 19" E 654.53 FT; N 89 DEG 53' 25" W 1011.17 FT TO BEG.
AREA 15.732 AC.

COM S 2658.79 FT & W 2651.19 FT FR E 1/4 COR. SEC. 24, T5S, R1W, SLB&M.; S 89 DEG 49' 13" W 465.3 FT; N 27 DEG 30' 18" W 330.18 FT; S 86 DEG 31' 41" W 237 FT; N 38 DEG 10' 41" W 95.78 FT; N 44 DEG 24' 51" W 107.39 FT; N 24 DEG 37' 4" E 44.11 FT; S 39 DEG 11' 44" E 39.92 FT; S 38 DEG 29' 32" E 30.17 FT; N 37 DEG 51' 45" E 265.58 FT; N 81 DEG 27' 31" E 180.09 FT; N 32 DEG 26' 44" W 436.67 FT; W 222.79 FT; S 18 DEG 25' 35" E 288.6 FT; S 46 DEG 44' 53" W 184.73 FT; S 37 DEG 32' 45" E 189.17 FT; S 24 DEG 37' 7" W 44.11 FT; N 34 DEG 12' 10" W 180.64 FT; N 36 DEG 41' 48" W 126.47 FT; N 39 DEG 22' 27" W 120.32 FT; N 38 DEG 35' 21" W 119 FT; N 40 DEG 56' 52" W 200.59 FT; N 40 DEG 52' 5" W 97.68 FT; N 43 DEG 58' 25" W 163.37 FT; N 54 DEG 11' 3" W 96.84 FT; S 8 DEG 43' 35" W 93.22 FT; S 12 DEG 51' 9" E 75.71 FT; S 21 DEG 45' 17" E 64.85 FT; S 18 DEG 33' 44" E 53.04 FT; S 19 DEG 22' 47" E 79.48 FT; S 20 DEG 5' 42" E 74.21 FT; S 15 DEG 9' 4" E 59.97 FT; S 11 DEG 53' 19" E 80.62 FT; S 7 DEG 51' 2" E 45.05 FT; S 2 DEG 48' 32" E 51.54 FT; S 9 DEG 9' 5" W 26.74 FT; S 23 DEG 40' 52" W 32.13 FT; S 31 DEG 45' 2" W 43.05 FT; S 33 DEG 38' 14" W 49.92 FT; S 19 DEG 39' 39" W 39.12 FT; S 8 DEG 55' 44" W 42.05 FT; S 0 DEG 52' 57" W 43.25 FT; S 8 DEG 29' 0" E 54.57 FT; S 7 DEG 45' 39" E 54.39 FT; S 7 DEG 34' 6" E 54.34 FT; S 16 DEG 27' 18" E 37.35 FT; S 74 DEG 11' 32" E 21.64 FT; S 74 DEG 29' 45" E 57.07 FT; S 77 DEG 41' 11" E 49.26 FT; S 77 DEG 21' 14" E 77.21 FT; S 75 DEG 43' 2" E 45.74 FT; S 80 DEG 48' 1" E 39.09 FT; S 87 DEG 2' 1" E 33.55 FT; S 86 DEG 9' 27" E 29.83 FT; N 78 DEG 32' 4" E 36.11 FT; N 78 DEG 47' 23" E 32.51 FT; N 75 DEG 35' 0" E 45.85 FT; N 56 DEG 56' 17" E 37.85 FT; N 49 DEG 55' 18" E 107.35 FT; N 69 DEG 54' 30" E 79.57 FT; S 52 DEG 45' 16" W 300.49 FT; S 85 DEG 3' 29" W 592.71 FT; N 16 DEG 44' 27" W 157.84 FT; N 81 DEG 41' 58" W 154.56 FT; N 39 DEG 28' 11" E 239.34 FT; N 22 DEG 55' 3" E 363.51 FT; N 17 DEG 44' 39" W 646.07 FT; N 89 DEG 39' 25" E 524.96 FT; N 88 DEG 50' 7" E 406.46 FT; E 973.51 FT; S 0 DEG 7' 6" E 1317.36 FT TO BEG.
AREA 36.588 AC.

EXHIBIT B
Interlocal Agreement

WHEN RECORDED RETURN TO:

Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

With a copy to:

Utah County
Attn: Public Works Director
2855 South State Street
Provo, UT 84606

Agreement No. 2022 - _____

INTERLOCAL COOPERATION AGREEMENT
between
UTAH COUNTY AND CITY OF SARATOGA SPRINGS
For
A Road Project Known as Pony Express Connection in Saratoga Springs, Utah
Together With the Development of Utah County Facilities.

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on _____, 2022, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Utah County, a political subdivision of the State of Utah, hereinafter referred to as "County."

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, County owns real property consisting of parcels 58:036:0038, 58:036:0040, 58:036:0097, 58:036:0098, 58:037:0045, and 58:037:0055 all located in the City of Saratoga Springs, Utah, which are more fully described in the property ownership map, vicinity map, and/or legal descriptions attached as Exhibit A ("County Properties"); and

WHEREAS, the County Properties are currently zoned Agriculture (A). County desires to develop a portion of the County Properties to locate Utah County facilities and services ("County Project"). Currently, the proposed County Project does not meet the A zone requirements and therefore would not be allowed in said zone. Therefore, in order to develop the County Project, County desires to have a portion of the County Properties consisting of approximately 56.24 acres rezoned to the Institutional/Civic (I/C) zone, as provided in Title 19 of the City Code, as amended

(the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the County Project as proposed; and

WHEREAS, the City desires to facilitate the construction of Pony Express Parkway ("Pony Express"), which consists of the installation of approximately 1,000 feet of roadway starting on the east side of the Jordan River and running easterly through property owned by the County (which construction project is referred to as the "Road Project"); and

WHEREAS, the City desires to acquire a permanent right-of-way for the portions of Pony Express that traverse through the County Properties as follows: as described in Exhibit B, the real property described in Exhibit C, the real property for the right-of-way for a north-south road ("800 East") described in Exhibit D, a temporary construction easement alongside the rights-of-way to allow for and facilitate the construction of Pony Express and 800 East described in Exhibit E, as well as various other easements and properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H, all exhibits attached hereto and incorporated herein by reference; and

WHEREAS, the County is willing to convey the real properties, rights-of-way, and easements described in Exhibits B, C, D, E, F, G, and H to the City in exchange for the City approving the Zoning Request and the construction of a portion of 800 East along the County's eastern parcel boundary in order to facilitate access to future facilities located on the County Properties within the City's municipal boundaries and for receiving a parcel of property the City intends to acquire described in Exhibit I; and

WHEREAS, the City is willing to construct that portion of 800 East equal to the appraised value of the rights-of-way and easements requested by the City described herein and convey to the County after acquisition the property described in Exhibit I; and

WHEREAS, 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 County Properties; and

WHEREAS, 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 County Properties consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

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

WHEREAS, on July 18, 2017, City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General

Plan establishes development policies for the County Properties. Such development policies are consistent with the proposed County Project; and

WHEREAS, on May 12, 2022, after a duly noticed public hearing, City's Planning Commission recommended approval of County's Zoning Request and reviewed the conceptual project plans, attached hereto as Exhibit J ("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 K; and

WHEREAS, on _____, the Saratoga Springs City Council ("City Council"), after holding a duly noticed public meeting and considering all comments from the public, neighborhood representatives, County, and City officials, approved County's Zoning Request, this Agreement, and the conceptual project plans attached hereto as Exhibit J, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit L; and

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

WHEREAS, to allow development of the County Properties for the benefit of County, to ensure City that the development of the County Properties will conform to applicable policies set forth in the General Plan, and to address concerns of property owners in proximity to the County Properties, County 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 County, 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, 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 County's Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and 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 City; and

WHEREAS, the City and the County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval and approved by the respective legislative bodies.

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, City and County hereby agree as follows:

1. Administration of Agreement. The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, as amended, the Saratoga Springs Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in accordance with industry standards and make such books and records open for examination by the parties hereto at all reasonable times.
2. Effective Date; Duration. This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals. Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder's Office. The term of this Agreement shall be from the Effective Date until the terms and obligations identified herein are completed, but in no event longer than fifteen years from the Effective Date.
3. No Separate Legal Entity. The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.
4. Affected Property. The property ownership map, vicinity map, and/or legal descriptions for the County Properties are attached as Exhibit A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by County and City.
5. Zone Change, Permitted Uses, and City Regulations. The zoning classification on the County Properties shall be the Institutional/Civic Zone (I/C) ("I/C Zone"). Except as otherwise provided herein and subject to Section 6 below, the City shall not unilaterally change the zoning designation on the County Properties during the term of this Agreement or any extension. Subject to the terms of this Agreement, the future development of the County Properties shall be subject to the provisions of the I/C Zone with permitted uses restricted to that of County-owned or leased and operated facilities. However, County may sublease the County Properties to other governmental entities with the prior written approval of City, but such approval shall not be unreasonably withheld. In addition, no sewer treatment, scalping, or jail facilities or operations shall be located as part of the County Project, except that temporary prisoner holding facilities are allowed so long as no prisoner is held longer than 48 hours at one time. Except to the extent this Agreement is more restrictive, the County Properties shall comply with all other "City Regulations," which is defined as "all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. City Regulations may include but are not limited to regulations regarding permitted uses, setbacks, frontage, access, required improvements, landscaping, and architectural and design requirements."

6. Agreement Controls. County shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, and to develop and construct the County Properties in accordance with and subject to compliance with the terms and conditions of this Agreement. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern.

7. Required Improvements. This Agreement does not in any way convey to County any capacity in any City system or infrastructure or the ability to develop the County Properties without the need for County to install and dedicate to City all required improvements necessary to service the County Properties, including without limitation the dedication of water rights and sources. Future development of the County Properties shall comply in all respects to all City Regulations with respect to the required infrastructure to service the County Properties, including but not limited to the installation of 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, County may be required to upsize certain infrastructure, as specified below. County and City agree to install the following improvements:
 - a. **Water Rights**. County shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement jointly prepared by the City Attorney and the County Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If County wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell County water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.

 - b. **Water Facilities for County Project**. At the time of plat recordation or site plan approval, County 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 County Properties in accordance with City Regulations. The required improvements for each plat shall be reasonably determined by the City and may be adjusted in accordance with City Regulations and any applicable law. Following dedication of the same, City shall provide and maintain public culinary and secondary water service to the County Properties.

- c. **Utilities and Roads.** At the time of plat recordation or site plan approval, County shall be responsible for the reasonable installation and dedication to City of all onsite and offsite sewer, storm drainage, and road/trail improvements sufficient for the development of the County Properties in accordance with City Regulations and this Agreement. This may include, but is not limited to, dedicating and improving portions of 800 East and Pony Express for the needs of the development of the County's Properties. The required improvements for each plat or site plan shall be reasonably determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.
- d. **Land Value.** Based on a previous appraisal, the County and the City agree that the valuation for value of the rights-of-way, properties, and easements provided by the County to the City in Exhibit B, Exhibit C, and Exhibit D, and the temporary construction easements described in Exhibit E, as well as various other easements and real properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H is \$196,000 (the "Land Value") and this will be the basis for the in-kind compensation by the City in the form of contribution towards the construction of 800 East proceeding north of Pony Express as provided herein. So long as the City contributes to the construction of 800 East proceeding north of Pony Express up to the Land Value, the County is waiving any right or request for further compensation for the properties, rights-of-way, and easements needed for the construction of Pony Express and 800 East including, but not limited to, the property described in Exhibit B, Exhibit C, and Exhibit D, and the temporary construction easements described in Exhibit E, as well as various other easements and real properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H.
- e. **County Conveyances.** Within 30 days of signing this Agreement, the County shall convey to the City by Quit-claim deed the following real properties: (1) the real property described in Exhibit B; (2) the real property described in Exhibit C; (3) the real property described in Exhibit D; (4) the temporary construction easements described in Exhibit E; and (5) easements and real properties adjacent to or related to Pony Express and 800 East described in Exhibit F, Exhibit G, and Exhibit H.
- f. **City Construction.** The City shall begin constructing the Road Project within 24 months of signing this Agreement with reasonable extensions of time as necessary. Within 24 months of the commencement of the Road Project, the City shall also commence the construction of a portion of 800 East, with utilities, up to the Land Value cost. The City shall notify the County and provide a detailed accounting when the City has expended funds for the construction of 800 East proceeding north of Pony Express equal to the agreed-upon Land Value. The City shall also re-align the existing trail that extends east from the Jordan River Trail and provide a crosswalk with a Rectangular Rapid Flashing Beacon ("RRFB") at the crosswalk. The City will guarantee that a grade separated crossing will be included in the design of the future bridge replacement over the Jordan River for Pony Express

Parkway. Funding for the undercrossing will be determined at time that the Pony Express bridge over the Jordan River is reconstructed. The City shall provide a right-of-way fence, with a 16-foot wide access gate at a location directed by the County, along Pony Express and 800 East at the time of construction and as depicted in Exhibit M attached hereto and incorporated herein by this reference. The City or its designee shall be solely responsible to administer the design, bid and management of the construction of Pony Express and 800 East. All of the expenses for the construction of Pony Express and the expenses for the construction of 800 East up to the Land Value shall be the responsibility of the City or its designee. Upon completion of Pony Express and 800 East, the City shall own and be responsible for maintenance, repair, and replacement of Pony Express and 800 East.

- g. **City Conveyance.** The City agrees to acquire the real property described in Exhibit I within 48 months of signing this Agreement. Within 30 days of acquiring the real property described in Exhibit I, the City shall convey to the County by Quit-claim deed the real property described in Exhibit I.
 - h. **Future Connections.** Both the City and County acknowledge that the County shall be permitted to make connection to 800 East once the road is operational when the utilities are fully constructed and operational. The County agrees to be responsible for the payment of the applicable reasonable impact and connection fees in effect at the time of connection as well as for all other costs associated with making such connections. If the 800 East is not fully constructed prior to submittal of a complete preliminary or site plan development application for the County Project, the County, as provided in subsection 7.c. above, may be reasonably responsible for all or portions of the remaining construction of 800 East in accordance with City regulations and the Utah Impact Fee Act.
 - i. **Landscaping.** County shall be required to install, improve, and maintain in perpetuity landscaping along County's frontages as required by City regulations.
8. Final County Project/Plat or Development Plan Approval. Except as specifically noted in this Agreement, County shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the County Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval. In determining whether the Plans meet all requirements, County shall provide all information required by City Regulations, as well as any information which City staff reasonably requests.
9. Standards for Approval. City Council shall approve the Plans if such Plans meet the requirements of this Agreement and City Regulations. County shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations to record a Final Plat with the Utah County Recorder.

10. Architectural and Design Requirements. As an express condition of granting the Zoning Request, except for the items noted in Section 3 above, County shall comply with the architectural and design requirements (“Design Requirements”) as found in Title 19 of the City Code, as amended.
11. Assignment. This Agreement is not assignable.
12. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of 15 years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the County’s Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if County fails to proceed with the Project within a period of 15 years. “Failure to proceed with development” shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City’s application fees for such. If this Agreement is terminated due to County’s failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to the Previous Zone applicable to the Property immediately prior to the date of this Agreement. Unless otherwise agreed to by City and County, County’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 County in writing. However, this Agreement shall continue for perpetuity for any portions of the County Properties contained in a final plat approved by City Council and recorded on the property in the county recorder’s office by County, unless City and County mutually agree otherwise in writing.
13. Default.
 - a. Events of Default. In the event that there is a breach of this Agreement by City, the County, in addition to any other right provided for by statute or law, is specifically granted the right of specific performance. The County shall also have all additional remedies and shall be entitled to all additional damages as provided by law. In the event that there is a breach of this Agreement by the County, the City, in addition to any other right provided for by statute or available at law, is specifically granted the right of specific performance. The City shall also have all additional remedies and shall be entitled to all additional damages as provided by law.
 - b. Procedure Upon Default.
 - i. Upon the occurrence of default, the non-defaulting party shall give the other party thirty day’s written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default must be satisfactorily cured. In the event the default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes significant action to begin curing such default 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 legal action. 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, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine, 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 (each an "Event of Force Majeure"), 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.
 - iii. Upon default as set forth in Subparagraphs 13.a. and 13.b. above, City may, after providing notice of default as required in Section 11.a above, declare County to be in breach of this Agreement and if said default qualifies under Utah Code Section 10-9a-802, then City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the County 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 County Project until the breach has been corrected by County. In addition to such remedies, City or County 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:** County Properties: Property Ownership map, Vicinity Map, and/or Legal Descriptions
- Exhibit B:** Pony Express Right-Of-Way Legal Description
- Exhibit C:** Pony Express Right-Of-Way Legal Description – Area SE of Pony
- Exhibit D:** Pony Express Right-Of-Way Legal Description – Parcel 58:037:0045

- Exhibit E:** Pony Express and 800 East Temporary Construction Easement Legal Description
- Exhibit F:** Pony Express Overland Flood Easement Legal Description
- Exhibit G:** Pony Express and 800 East Slope Easement Legal Description
- Exhibit H:** 800 East Right-of-Way Legal Description
- Exhibit I:** County Acquisition Legal Description
- Exhibit J:** Concept Plan
- Exhibit K:** Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes
- Exhibit L:** Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes
- Exhibit M:** Right-of-way Fence

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 County's expense to put 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. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
- 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 County's Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. 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 governing bodies of the City and the County taken with the same formality as the vote approving this Agreement, no officer, official, or agent of the City or the County has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind the City or the County by making any promise or representation not contained herein.
- h. 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 governing bodies of the City and the County taken with the same formality as the vote approving this Agreement.
- i. 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.
- j. 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 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 County: Utah County
 Attn: Public Works Director
 2855 South State Street
 Provo, UT 84606

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

- k. 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. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- l. 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 days of receipt of said facsimile copy.
- m. Hold Harmless and Indemnification. Each of the parties to this Agreement agrees to defend, hold harmless, and indemnify the other party for the wrongful or negligent acts or omissions of their elected officials, officers, employees, and agents against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property; provided, however, that in no event shall the indemnification obligations of the parties hereunder exceed the amounts set forth in Section 63G-1-604 of the Utah Governmental Immunity Act, Utah Code Annotated (1953) as amended, which are in effect at the time judgment is entered. Each party is a governmental entity and is entitled to rely on the protections found in the Utah Governmental Immunity Act, Utah Code Ann. §63G-7-101 et seq. Neither party waives any of the immunities found in said Act.
- n. Relationship of Parties. The contractual relationship between City and County arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.
- o. Authority. The person(s) signing for the parties personally warrant to the other party that he and/or she have been authorized to execute this Agreement and that they have full authority to do so, and when signed, said Agreement shall be binding upon

that party.

- p. 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.
- q. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for any Event of Force Majeure and for any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project.

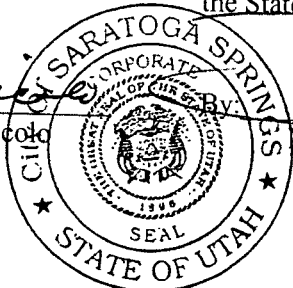
IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of County as of the date first written above.

Attest:

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

Cindy LoPiccolo
 City Recorder Cindy LoPiccolo

Jim Miller
 Mayor Jim Miller

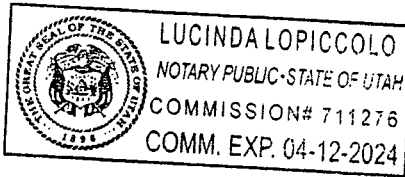


State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 14 day of August 2022, by Jim Miller, Mayor of the City of Saratoga Springs, a political subdivision of the State of Utah.

Lucinda LoPiccolo
 Notary Public



BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

THOMAS V. SAKIEVICH, Chair

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, of Utah County.

Notary Public

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

Exhibit "A"
County Properties
Property Ownership map, Vicinity Map, and/or Legal Descriptions

BEGINNING AT A POINT BEING LOCATED SOUTH 2658.798 FT AND WEST 2651.19 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M; THENCE N0°03'18.56" W 1324.255 FEET, THENCE N0°03'19.00" W 1309.580 FEET, THENCE S89°20'12.00" W 1153.170 FEET, THENCE S6°18'05.00" E 646.230 FEET, THENCE S6°18'05.00 E 658.650 FEET, THENCE S5°31'36.51" W 308.173 FEET, THENCE EAST 222.790 FEET, THENCE S32°26'44.00" E 436.670 FEET, THENCE S81°27'31.00" W 180.090 FEET, THENCE S38°44'50.53" W 299.749 FEET, THENCE S44° 24'51.00" E 53.411 FEET, THENCE S 38°10'41.00" E 95.780 FEET, THENCE N86°31'41.00" E 237.00 FEET, THENCE S27°30'18.00" E 330.180 FEET, THENCE S89°49'13.00" E 465.300 TO THE POINT OF BEGINNING. AREA DESCRIBED CONTAINS 56.24 ACRES.

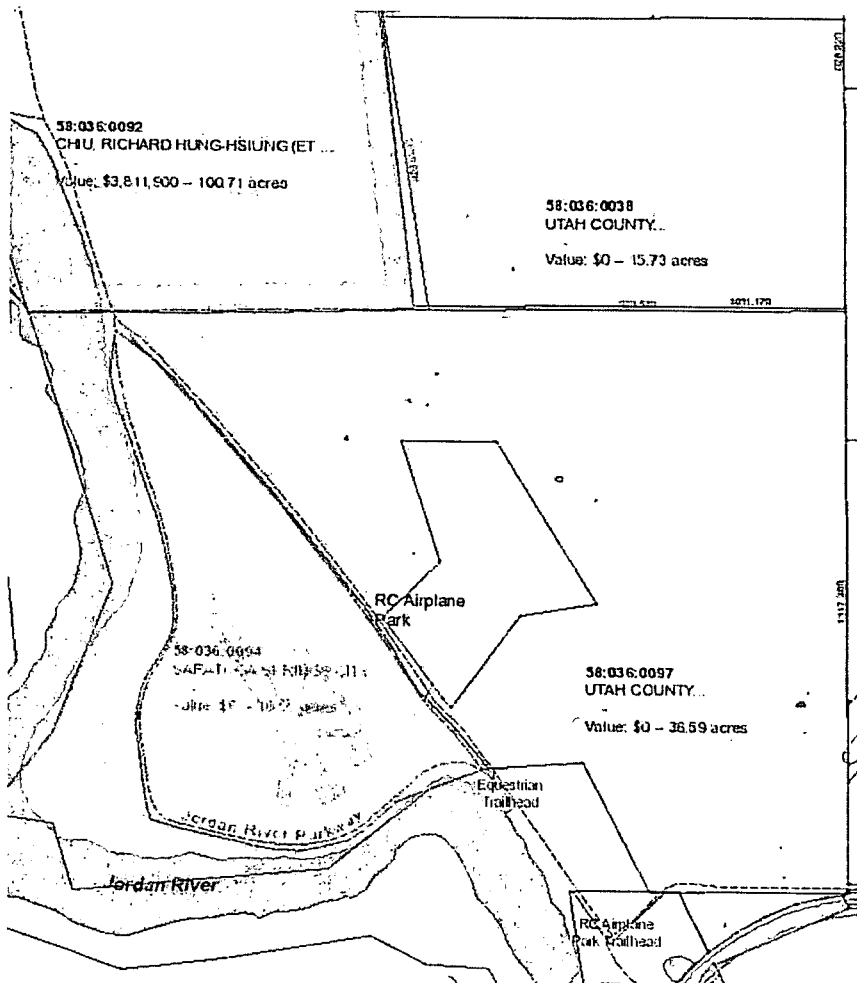


Exhibit "B"
Pony Express Right-Of-Way Legal Description

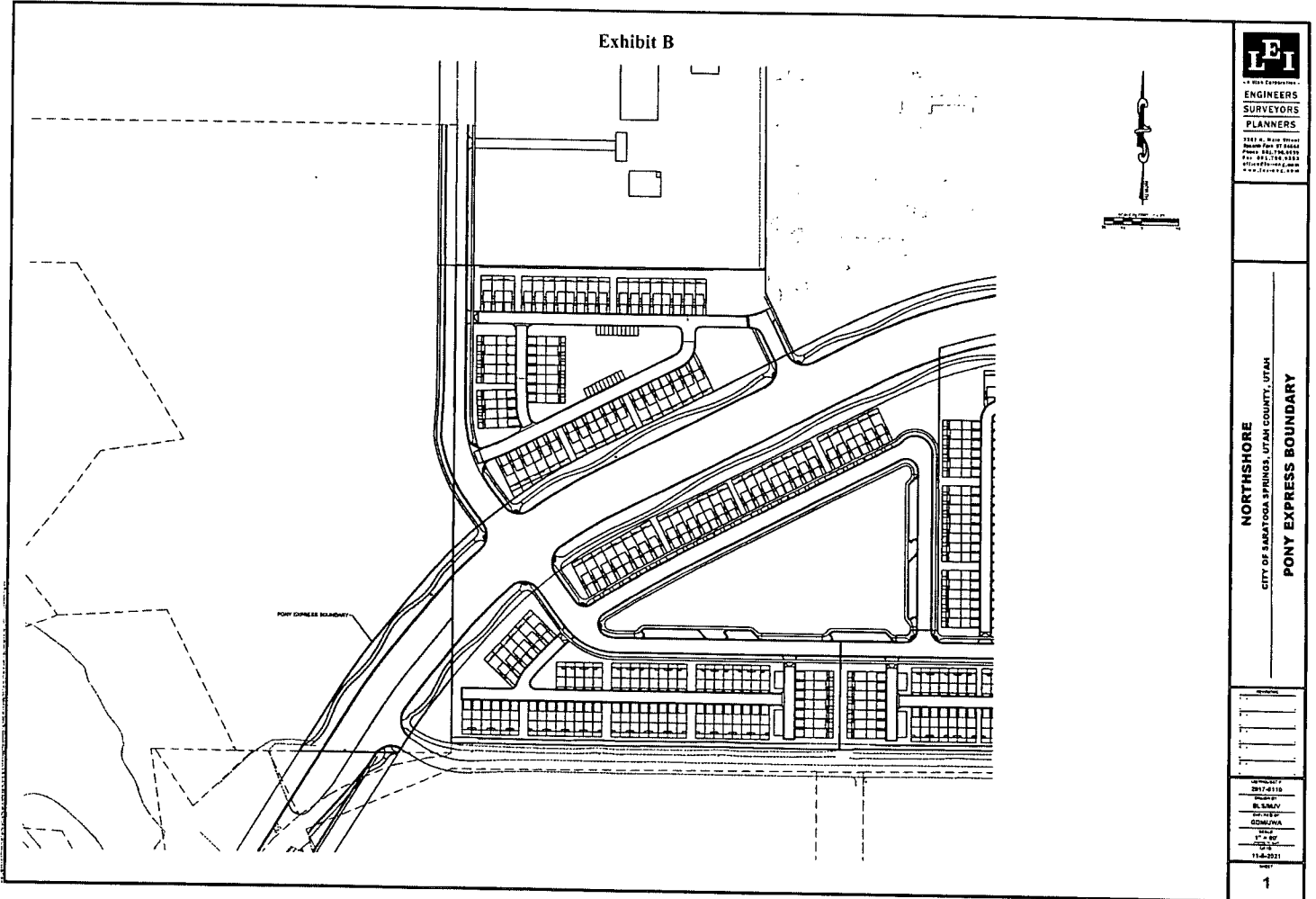
PONY EXPRESS BOUNDARY

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located S89°48'25"W along the Section Line 114.48 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W 213.68 feet; thence N32°24'50"E 155.64 feet; thence along the arc of a curve to the right 156.80 feet with a radius of 1190.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 156.69 feet; thence N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 115.03 feet with a radius of 1162.00 feet through a central angle of 05°40'19", chord: N42°47'58"E 114.98 feet; thence S00°07'43"E 270.66 feet; thence S39°57'49"W 21.64 feet; thence along the arc of a curve to the left 133.09 feet with a radius of 1010.00 feet through a central angle of 07°32'59", chord: S36°11'19"W 132.99 feet; thence S32°24'50"W 40.50 feet to the point of beginning.

Contains: ±1.53 Acres
±66,644 Sq. Ft.

Note: The above-described property is a portion of Parcel 58:036:0097 owned by Utah County.



EPI
ENGINEERS
SURVEYORS
PLANNERS

2101 S. Main Street
Provo, UT 84601
Phone: 801.734.0000
Fax: 801.734.0001
www.epiinc.com

NORTHSHORE
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PONY EXPRESS BOUNDARY

PROJECT: 2017-0110
SHEET: 80 OF 110
FOR THE CITY OF NORTHSHORE
DATE: 11-4-2021

Exhibit "C"
Pony Express Right-Of-Way Legal Description – Area SE of Pony

UTAH COUNTY AREA SOUTHEAST OF PONY EXPRESS

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W 114.48 feet; thence N32°24'50"E 40.50 feet; thence along the arc of a curve to the right 133.09 feet with a radius of 1010.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 132.99 feet; thence N39°57'49"E 21.64 feet; thence S00°07'43"E 157.72 feet to the point of beginning.

Contains; ±0.22 Acres
±9,552 Sq. Ft.

Note: The above-described property is a portion of Parcel 58:036:0097 owned by Utah County.

Exhibit "D"
Pony Express Right-Of-Way Legal Description – Parcel 28:037:0045

UTAH COUNTY PARCEL 58:037:0045

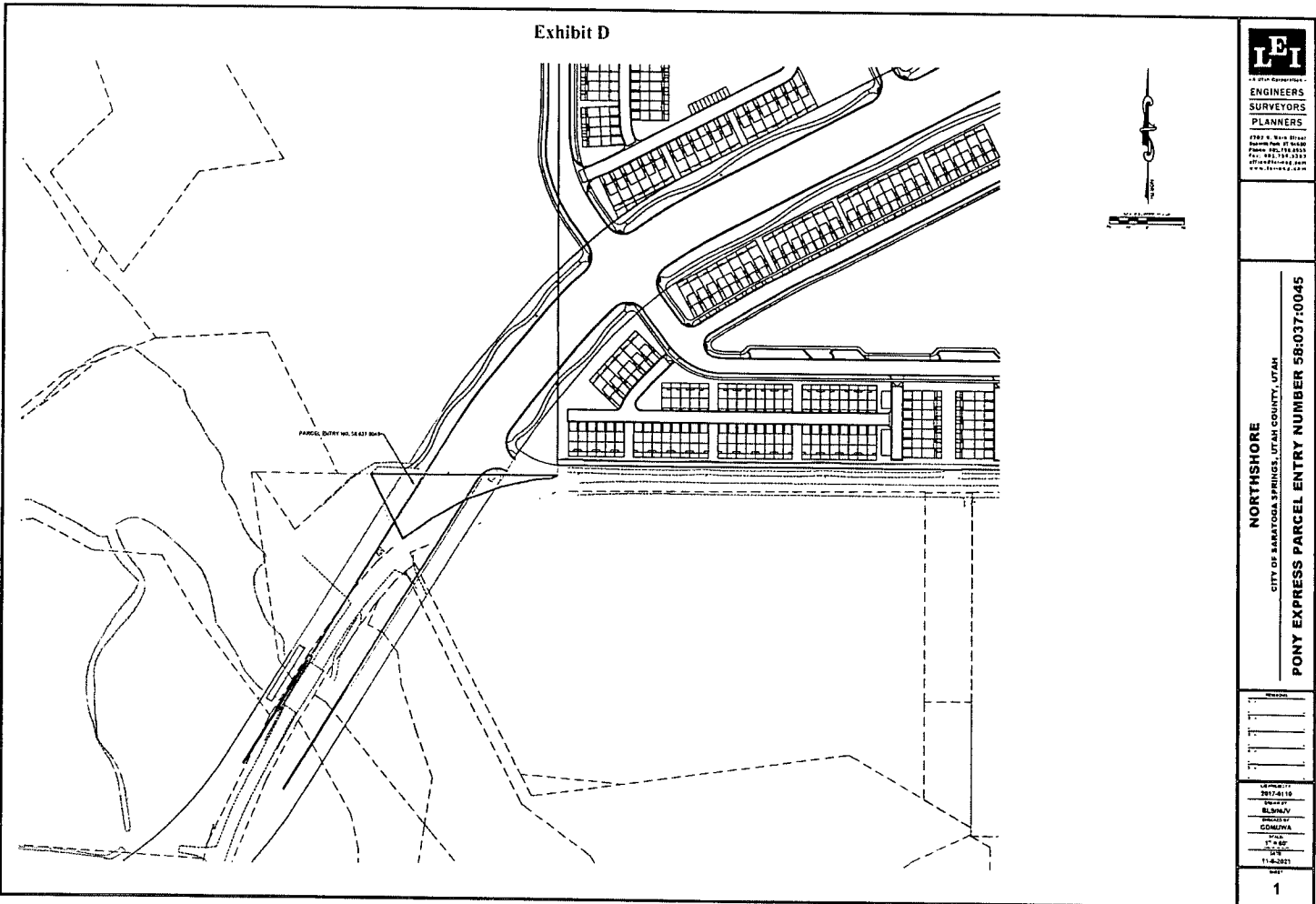
A portion of the Northwest Quarter of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at the North Quarter Corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S61°58'33"W 13.61 feet; thence S85°05'20"W 38.81 feet; thence S77°32'04"W 72.09 feet; thence S68°36'30"W 77.18 feet; thence S61°24'36"W 77.87 feet; thence S55°27'59"W 76.69 feet; thence S48°48'05"W 2.19 feet; thence N27°15'00"W 151.04 feet to the Section Line; thence N89°48'25"E along the Section Line 395.30 feet to the point of beginning.

Contains: ±0.49 Acres

±21,134 Sq. Ft

Exhibit D



LEI
ENGINEERS
SURVEYORS
PLANNERS

2382 N. Main Street
Provo, UT 84601
Phone: 801-734-2322
Fax: 801-734-2323
www.lei-engineers.com

NORTHSHORE
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PONY EXPRESS PARCEL ENTRY NUMBER 58:037:0045

REVISIONS

APPROVED
DATE
BY
CHECKED BY
DATE

Exhibit "E"
Pony Express and 800 East Temporary Construction Easement Legal Description

UTAH COUNTY TEMPORARY CONSTRUCTION EASEMENT

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located S89°48'25"W along the Section Line 369.71 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W along the Section Line 59.36 feet; thence N32°24'50"E 210.02 feet; thence along the arc of a curve to the right 168.00 feet with a radius of 1275.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 167.88 feet; thence N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 87.05 feet with a radius of 1247.00 feet through a central angle of 03°59'59", chord: N41°57'48"E 87.03 feet; thence N00°07'43"W 58.04 feet; thence along the arc of a non-tangent curve to the right 114.39 feet with a radius of 434.50 feet through a central angle of 15°05'02", chord: N20°12'09"W 114.06 feet; thence along the arc of a curve to the right 58.91 feet with a radius of 206.50 feet through a central angle of 16°20'45", chord: N04°29'15"W 58.71 feet; thence N03°41'08"E 63.73 feet; thence along the arc of a curve to the left 26.19 feet with a radius of 393.50 feet through a central angle of 03°48'51", chord: N01°46'42"E 26.19 feet; thence N00°07'43"W 1856.80 feet to the North Line of that Real Property Described in Deed Entry No. 31205:2018 in official records of the Utah County Recorder; thence N89°28'12"E along said real property 50.00 feet; thence S00°07'43"E 1857.15 feet; thence along the arc of a curve to the right 29.52 feet with a radius of 443.50 feet through a central angle of 03°48'51", chord: S01°46'42"W 29.52 feet; thence S03°41'08"W 63.73 feet; thence along the arc of a curve to the left 44.65 feet with a radius of 156.50 feet through a central angle of 16°20'45", chord: S04°29'15"E 44.50 feet; thence along the arc of a curve to the left 113.16 feet with a radius of 384.50 feet through a central angle of 16°51'45", chord: S21°05'30"E 112.75 feet; thence S00°07'43"E 91.22 feet; thence along the arc of a non-tangent curve to the left 103.63 feet with a radius of 1197.00 feet through a central angle of 04°57'38", chord: S42°26'38"W 103.60 feet; thence S39°57'49"W 113.85 feet; thence along the arc of a curve to the left 161.42 feet with a radius of 1225.00 feet through a central angle of 07°32'59", chord: S36°11'19"W 161.30 feet; thence S32°24'50"W 178.03 feet to the point of beginning.

Contains: ±3.16 Acres
±137,832 Sq. Ft.

Note: The above-described property is a portion of Parcels 58:036:0097, 58:036:0038, 58:036:0040 and 58:036:0098 owned by Utah County

Exhibit "F"
Pony Express Overland Flood Easement Legal Description

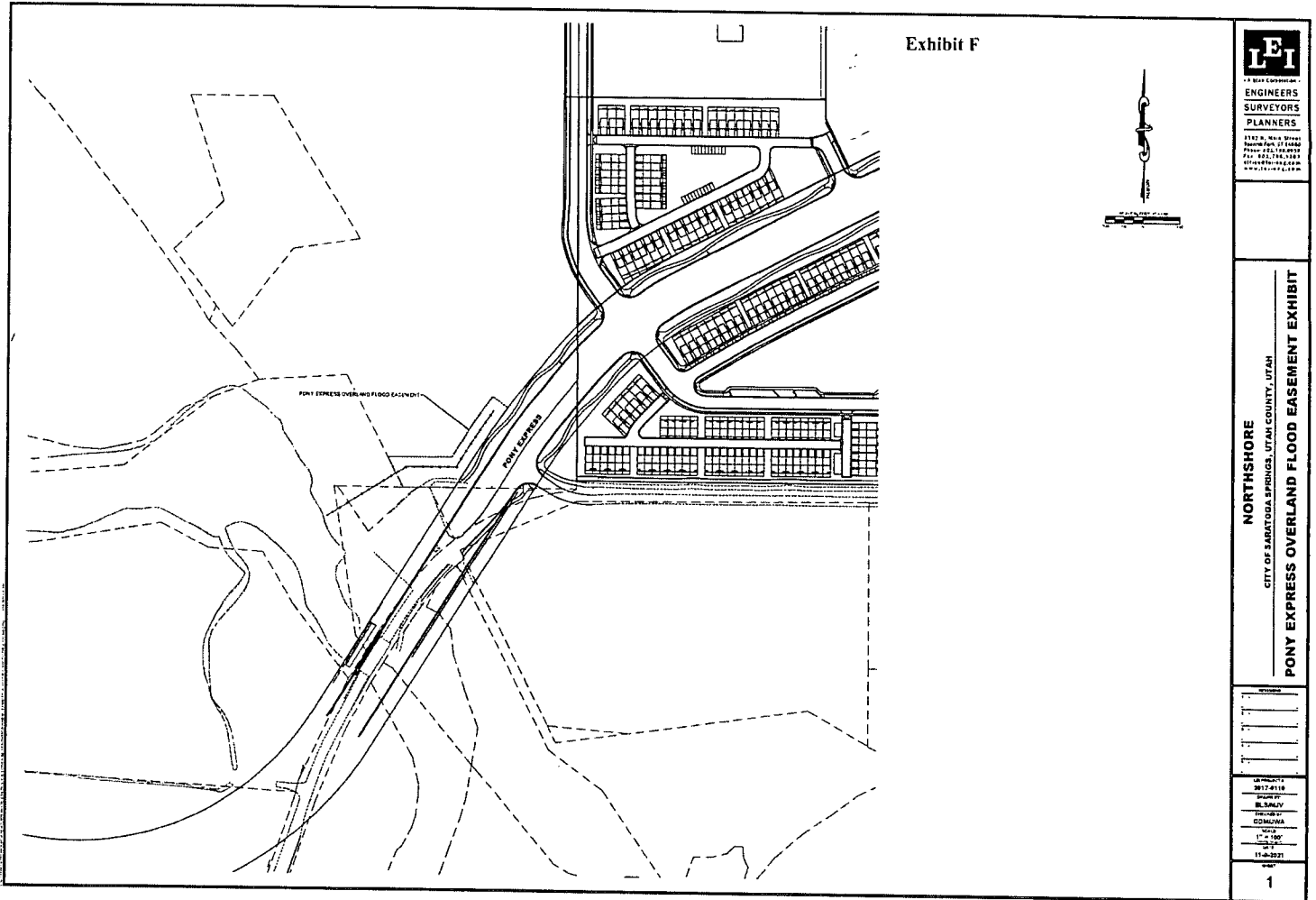
UTAH COUNTY OVERLAND FLOOD EASEMENT

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located S89°48'25"W along the Section Line 328.16 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°48'25"W 137.33 feet; thence N27°30'18"W 90.04 feet; thence N89°48'25"E 170.46 feet; thence N32°24'50"E 92.66 feet; thence along the arc of a curve to the right 100.49 feet with a radius of 1240.00 feet through a central angle of 04°38'35", chord: N34°44'07"E 100.46 feet; thence S55°15'14"E 50.04 feet; thence along the arc of a non-tangent curve to the left 98.45 feet with a radius of 1190.00 feet through a central angle of 04°44'25", chord: S34°47'02"W 98.42 feet; thence S32°24'50"W 155.64 feet to the point of beginning.

Contains: ±0.54 Acres
±23,493 Sq. Ft.

Note: The above-described property is a portion of Parcel 58:036:0097 owned by Utah County



LEI
A MAX CORPORATION
ENGINEERS
SURVEYORS
PLANNERS
2102 S. MAIN STREET
SARASOTA SPRINGS, UTAH 84403
PHONE: 801.746.1100
FAX: 801.746.1101
WWW.LEI-UTAH.COM

NORTHSHORE
CITY OF SARASOTA SPRINGS, UTAH COUNTY, UTAH
PONY EXPRESS OVERLAND FLOOD EASEMENT EXHIBIT

DATE: 08/11/22
DRAWN BY: [blank]
CHECKED BY: [blank]
SCALE: 1" = 100'
DATE: 11-08-2021

Exhibit "G"
Pony Express and 800 East Slope Easement Legal Description

UTAH COUNTY SLOPE EASEMENT

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N00°07'43"W along the Quarter Section Line 428.38 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a non-tangent curve to the left 115.03 feet with a radius of 1162.00 feet through a central angle of 05°40'19", chord: S42°47'58"W 114.98 feet; thence S39°57'49"W 113.85 feet; thence along the arc of a curve to the left 156.80 feet with a radius of 1190.00 feet through a central angle of 07°32'59", chord: S36°11'19"W 156.69 feet; thence S32°24'50"W 155.64 feet to the Section Line; thence S89°48'25"W along the Section Line 41.55 feet; thence N32°24'50"E 178.03 feet; thence along the arc of a curve to the right 161.42 feet with a radius of 1225.00 feet through a central angle of 07°32'59", chord: N36°11'19"E 161.30 feet; thence N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 103.63 feet with a radius of 1197.00 feet through a central angle of 04°57'38", chord: N42°26'38"E 103.60 feet; thence N00°07'43"W 91.22 feet; thence along the arc of a non-tangent curve to the right 113.16 feet with a radius of 384.50 feet through a central angle of 16°51'45", chord: N21°05'30"W 112.75 feet; thence along the arc of a curve to the right 44.65 feet with a radius of 156.50 feet through a central angle of 16°20'45", chord: N04°29'15"W 44.50 feet; thence N03°41'08"E 63.73 feet; thence along the arc of a curve to the left 29.52 feet with a radius of 443.50 feet through a central angle of 03°48'51", chord: N01°46'42"E 29.52 feet; thence N00°07'43"W 1857.15 feet to the North Line of that Real Property Described in Deed Entry No. 31205:2018 in official records of the Utah County Recorder; thence N89°28'12"E along said real property 35.00 feet; thence S00°07'43"E 1857.39 feet; thence along the arc of a curve to the right 31.85 feet with a radius of 478.50 feet through a central angle of 03°48'51", chord: S01°46'42"W 31.85 feet; thence S03°41'08"W 63.73 feet; thence along the arc of a curve to the left 34.66 feet with a radius of 121.50 feet through a central angle of 16°20'45", chord: S04°29'15"E 34.55 feet; thence along the arc of a curve to the left 111.84 feet with a radius of 349.50 feet through a central angle of 18°20'03", chord: S21°49'39"E 111.36 feet to the Quarter Section Line; thence S00°07'43"E along the Quarter Section Line 115.27 feet to the point of beginning.

Contains: ±2.21 Acres
±96,467 Sq. Ft.

Note: The above-described property is a portion of Parcels 58:036:0097, 58:036:0038, 58:036:0040 and 58:036:0098 owned by Utah County.

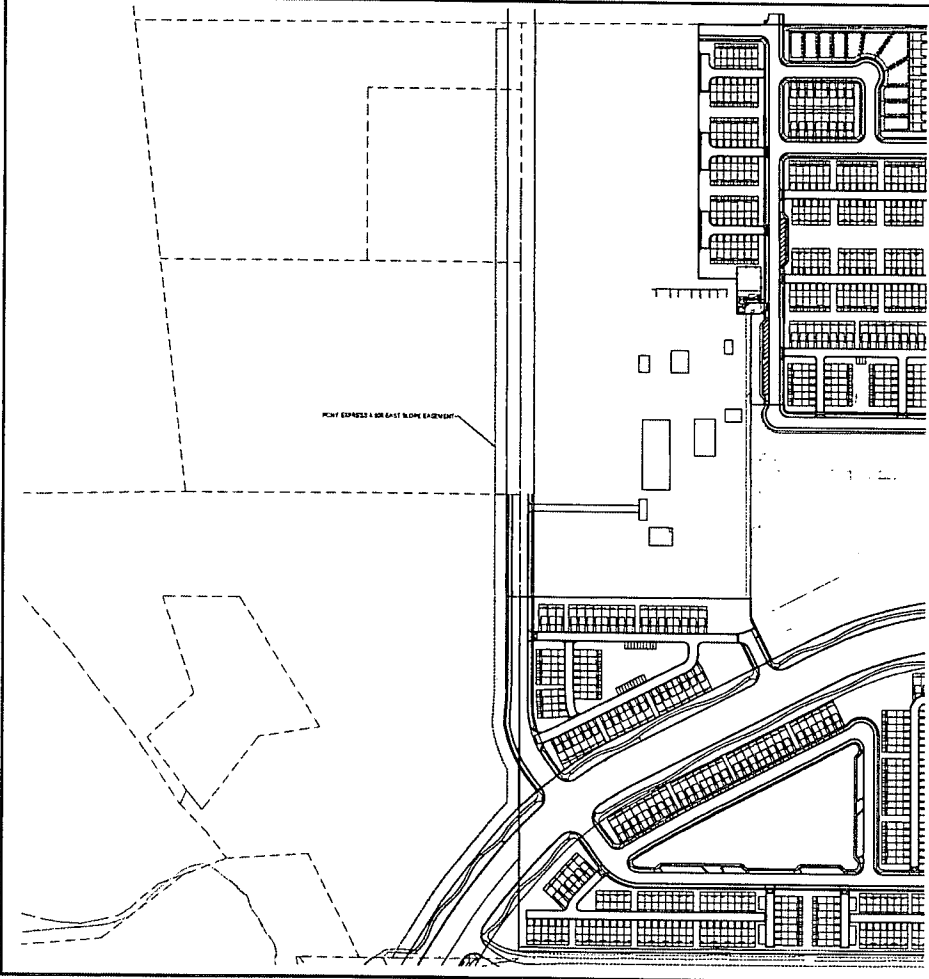


Exhibit G



LEI
 ENGINEERS
 SURVEYORS
 PLANNERS
 200 N. 1000 Street
 Suite 100, St. George
 UT 84770
 Phone: 435.734.2222
 Fax: 435.734.2222
 www.leiut.com

NORTHSHORE
 CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PONY EXPRESS & 800 EAST SLOPE EASEMENT

PROJECT NO. 2017-0110
 DRAWN BY: ELI SHERMAN
 CHECKED BY: GENEVA
 DATE: 11-4-2021
 SHEET NO. 1

Exhibit "H"
800 East Right-of-Way Legal Description

UTAH COUNTY PORTION OF 800 EAST

A portion of the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N00°07'43"W along the Quarter Section Line 543.65 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a non-tangent curve to the right 111.84 feet with a radius of 349.50 feet through a central angle of 18°20'03", chord: N21°49'39"W 111.36 feet; thence along the arc of a curve to the right 34.66 feet with a radius of 121.50 feet through a central angle of 16°20'45", chord: N04°29'15"W 34.55 feet; thence N03°41'08"E 63.73 feet; thence along the arc of a curve to the left 31.85 feet with a radius of 478.50 feet through a central angle of 03°48'51", chord: N01°46'42"E 31.85 feet; thence N00°07'43"W 1857.39 feet to the North Line of that Real Property Described in Deed Entry No. 31205:2018 in official records of the Utah County Recorder; thence along said real property the following two (2) courses: N89°28'12"E 39.64 feet; feet to a fence corner; thence S00°03'19"E along an existing fence line 889.05 feet; thence S00°07'43"E along an existing fence line and the Quarter Section Line 1201.95 feet to the point of beginning.

Contains: ±1.83 Acres
 ±79,861 Sq. Ft.

Note: The above-described property is a portion of Parcels 58:036:0097, 58:036:0038, 58:036:0040 and 58:036:0098 owned by Utah County.

Exhibit "I"
County Acquisition Legal Description

NORTHSHORE REMAINDER PARCEL

A portion of the Southeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N00°07'43"W along the Quarter Section Line 428.38 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N00°07'43"W 115.27 feet; thence along the arc of a non-tangent curve to the left 37.31 feet with a radius of 349.50 feet through a central angle of 06°06'58", chord: S34°03'10"E 37.29 feet; thence S37°06'39"E 48.26 feet; thence along the arc of a non-tangent curve to the left 67.69 feet with a radius of 1162.00 feet through a central angle of 03°20'15", chord: S47°18'15"W 67.68 feet to the point of beginning.

Contains: ±0.06 Acres

±2,790 Sq. Ft.

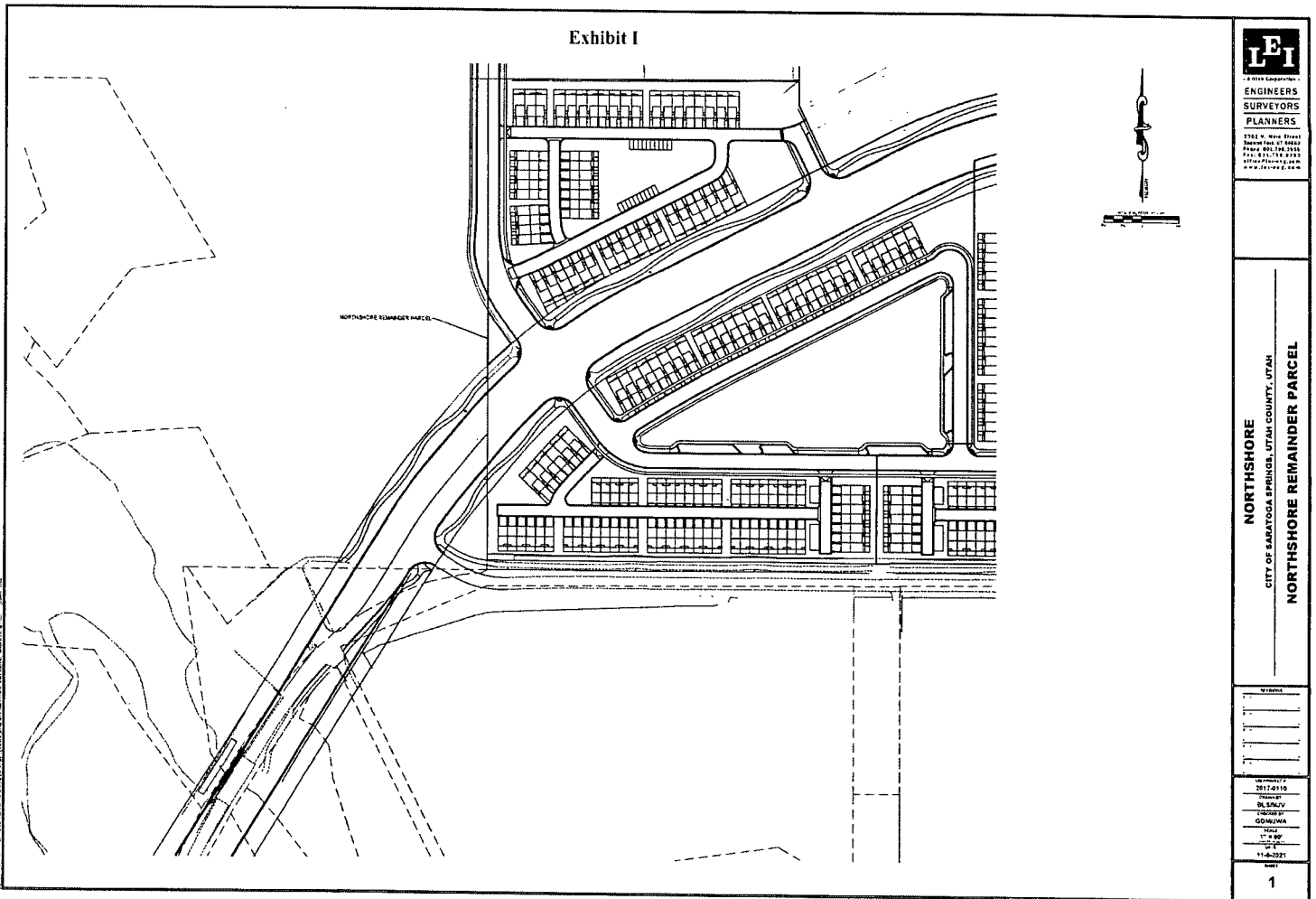


Exhibit I

NORTHSHORE REMAINDER PARCEL

LEI
ENGINEERS
SURVEYORS
PLANNERS

NORTHSHORE
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
NORTHSHORE REMAINDER PARCEL

DATE: 11-4-2021
SCALE: 1" = 80'
PROJECT: 11-4-2021

Exhibit "K"
**Staff Report with Adopted Planning Commission Findings and Conditions of Approval,
Report of Action (if applicable) and Planning Commission Written Minutes**



MINUTES – Planning Commission

Thursday, May 12, 2022

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 Chairman Troy Cunningham

Present:

Commission Members: Reed Ryan, Troy Cunningham, Ken Kilgore, Bryce McConkie, Rachel Sprosty Burns
Staff: Dave Stroud, Planning Director; Ken Young, Community Development Director; Jeremy Lapin, Assistant City Engineer; Fredric Donaldson, Assistant City Attorney; Kayla Moss, Deputy Recorder; Kent Page, Senior Planner

Others: Troy Benson

1. Pledge of Allegiance - led by Commissioner Ryan
2. Roll Call - a quorum was present
3. Public Input: None
4. **Business Item: PRO Northside Site Plan, Located at 1058 S Old Farm Rd. (Lake Mt. Middle School). Troy Benson/Verizon Wireless.**
Senior Planner Kent Page presented this item to the Planning Commission. This is for a cell tower. It is located on Lake Mountain Middle School just south of the tennis courts. It will be 100 feet high. The applicant modified their plans to meet the standards in the City Code.

Commissioner McConkie asked what the height restrictions are on these types of towers. Senior Planner Page advised the maximum height for a cell tower is 100 feet on a property over 5 acres.

Commissioner Ryan asked why it was decided to be placed on school grounds. He also wondered if they were going to try to camouflage it. Troy Benson, applicant, advised it was very difficult to find a location that met code and had an interested property owner. This is the property that landed on that met both of those things. He mentioned that there isn't anything in the area that would make the tower blend in any more than just a regular tower.

Commissioner Kilgore received confirmation from the applicant that they would comply with all required conditions.

Commission Chair Cunningham mentioned when cell towers had been reviewed previously in for the code, they looked through it extensively. He recalled they went with 100 feet because they would only need two towers to cover the whole city at that height. He also went out and looked for cell towers during that time and he noticed that if he didn't have coordinates to them he wouldn't have noticed them.

Planning Director David Stroud mentioned cell towers are a necessary "evil". They are needed and there aren't many places to place them in the City. It helps out the school's budget to receive the revenue from having the lease of the cell tower on their properties.

Commissioner Kilgore mentioned that if you get too close to water or mountains it cuts down on cell transmission which limits where they can be placed in the City.

Motion made by Commissioner Kilgore to approve the PRO Northside Site Plan, Located at 1058 S Old Farm Rd (Lake Mt. Middle School). Troy Benson/Verizon Wireless, applicant with all staff findings and conditions. Seconded by Commissioner Sprosty Burns.

Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

5. **Public Hearing: Transportation Master Plan Update, City Initiated.**
Public Works Director Jeremy Lapin mentioned most of the changes were around the Temple. They also got rid of an intersection between the river and Saratoga Road. This modifies the City's general plan and that is why they had to notice a public hearing.

Public Hearing was opened by Chairman Cunningham at 6:17 pm. There were no comments so the public hearing was closed.

Commissioner Sprosty-Burns asked about Title 13 regarding traffic and parking. She wondered if anywhere addresses the issues with the older, narrow roads in the City. She share concern about parking on roads and suggested the city could regulate it based on the road width.

Director Lapin mentioned that there is nowhere in the code that restricts usage on the older roads. They did update the code to widen the roads about four or five years ago. City Council also just directed staff to widen the roads even further to accommodate accessory dwelling units and on street parking. They will now be 32 feet wide and they used to be 24 feet wide. There is a concern for IADU's on the older narrow roads.

Commissioner Kilgore asked if the City has any recourse for creating safety on roads if they are private roads. For example he wondered if the City could paint one side of the curb red to not allow parking on a private road. He was concerned especially for emergency access. Director Jeremy Lapin advised that there is a lot of building and engineering standards that would need to be adhered to from local to international code; he could look into it.

Commissioner McConkie mentioned if it's a private road the HOAs should address that. He asked which part of this plan is expected in the next five years. Director Lapin advised on a few that will be coming as the roads get built along with new development. He doesn't believe UDOT has any in their plans in the near future, mentioning these are usually done "as warranted," except 400 S. and Redwood Road. UDOT works on their own timeline.

Commissioner Ryan asked how often level of service studies are done. Director Lapin advised they evaluate the City as a whole when transportation master plans are reviewed. In addition, each developer has to do a traffic study in conjunction with building their developments. The City will also look at site specific studies as traffic warrants.

Motion made by Commissioner Kilgore to forward a positive recommendation to the City Council for the Transportation Master Plan Update, City Initiated with all staff findings and conditions. Seconded by Commissioner Sprosty Burns.

Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

6. **Public Hearing: Utah County General Plan Amendment from Light Industrial and Natural Open Space to Institutional/Civic, and Rezone from Agriculture to Institutional/Civic. Located approximately 800 E. Saratoga Rd. Richard Nielson as applicant.**

Planning Director David Stroud mentioned this was looked at in the fall. At that time they have requested Office/Warehouse. However, what they were wanting to place in this area would have fit in Institutional/Civic with planned changes. Those changes to the zone have been made so it is coming back to the Commission.

Public Hearing was opened by Chairman Cunningham at 6:41 pm. There were no comments so the public hearing was closed.

Commissioner McConkie received clarification from Director Stroud to the previous time this applicant came before Planning Commission and the motion made at that time.

Commissioner Cunningham was glad to change this to Institutional/Civic instead of Office/Warehouse.

Motion made by Commissioner Ryan to forward a positive recommendation to the City Council for the Utah County, General Plan Amendment from Light Industrial and Natural Open Space to Institutional/Civic, and Rezone from Agriculture to Institutional/Civic on 68.97 acres at approximately 800 E Saratoga Rd. as outlined in exhibit 1 with all staff findings and conditions in staff report dated 5-

5-2022 and as presented in the meeting. Seconded by Commissioner McConkie. Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

7. **Public Hearing: Updates to City Code, Title 19.02-Definitions, 19.09-Off-Street Parking, 19.12-Subdivisions, 19.16-Site and Architectural Design Standards. City Initiated.**
Public Works Director Lapin mentioned the Council members wanted them to look at the width of driveway approaches. The old code restricted it to 30 feet and this change would allow up to 45 feet wide as long as the lot is wide enough. They can only have a drive up to 60% of the width of the lot. They also looked at other issues that may come up that weren't previously addressed in the code.

Public Hearing was opened by Chairman Cunningham at 6:47 pm. There were no comments so the public hearing was closed.

Commissioner McConkie asked what the intent of regulating driveways and approach widths to begin with. He also wondered if there are any negative impacts on allowing the widening. Director Lapin mentioned it has to do with storm drain issues, aesthetics, site distance, conflict points, there needs to be room in between driveways for utility boxes. There are a number of reasons for limiting driveway widths. He doesn't see any negative impacts with the 45 foot width in the way they have written this code.

Commissioner McConkie mentioned he thinks the definition of driveway wings should match the way other definitions are written. He also asked if the code defines the term "clustered single family lot" to clarify what a shared driveway would be in that case. He also suggested mentioning the general plan in a section.

Commissioner Sprosty Burns asked why shared driveways mentioned garages needing a remote garage door opener. Director Lapin advised that is to avoid people parking on a drive that is too short. It may be a little outdated because most if not all people have a remote garage door open now but they figured they would keep it in to avoid potential problems.

Commissioner Ryan mentioned some clerical changes to clean up the code.

Motion made by Commissioner McConkie to forward a positive recommendation to the City Council for the Updates to City Code, Title 19.02-Definitions, 19.09-Off-Street Parking, 19.12-Subdivisions. City Initiated with all staff findings and conditions and all suggested changes discussed during the meeting and include verbiage in 19.12.06.1.h.v. "or conflict's with planned improvements contained in the general plan" or similar to make it grammatically correct. Seconded by Commissioner Ryan. Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

8. **Public Hearing: Amendment of the City's Annexation Policy Plan and Expansion Area Map. City Initiated.**

Community Development Director Ken Young presented this amendment to the Planning Commission. This is to identify boundaries around the existing city land that could be beneficial in the future to have control over regarding zoning and other things. The boundaries have been amended. The Council has expressed some concern about mountain side activities that the City doesn't have control over. There is mining and other rights like that. Some boundaries on the previous plan were incorrect or out of date because they were annexed into Lehi or Eagle Mountain already. All of the entities that could be affected by the annexation plans were noticed of the changes to this plan. SITLA was the only entity that commented within the response timeline. Any annexation of the property in SITLA land would have to be agreed upon and for extreme health/welfare issues. SITLA has asked the City to omit some of the properties from the plan but the City felt it was in our best interest to include them in case any future problems arise.

Public Hearing was opened by Chairman Cunningham at 7:24 pm. There were no comments so the public hearing was closed.

Commissioner McConkie asked if annexation plans could expand if islands end up in Utah Lake. Director Young mentioned that could happen but would be addressed if or when.

Commissioner Kilgore shared concern for any legal exposure if SITLA asks us to exclude land but we decide to still include it. Assistant City Attorney Fredric Donaldson advised that there isn't any legal exposure because we aren't requesting annexation. It's just expressing possible future interest in the lands.

Commissioner Ryan wants to make sure we are considerate of SITLA and the reasons why they wouldn't want to be in the annexation area. He understands the City has reasons but he wants to make sure it isn't included for unnecessary reasons.

Commissioner Sprosty Burns asked for clarification on acreage. Director Young noted this plan adds about 457 acres compared to the last plan.

Motion made by Commissioner McConkie to forward a positive recommendation to the City Council for the Amendment of the City's Annexation Policy Plan and Expansion Area Map. City Initiated with all staff findings and conditions. Seconded by Commissioner Kilgore.

Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

9. Approval of Minutes: April 28, 2022.

Commissioner McConkie mentioned to update line 31 to include leasing their home for someone else's business that doesn't live in the home. Also on line 215 his intent to limit fire arm hazards instead of fire arms.

Motion made by Commissioner Ryan to approve the Planning Commission minutes of April 28, 2022 with corrections stated in the meeting. Seconded by Commissioner McConkie. Yes: Troy Cunningham, Ken Kilgore, Bryce McConkie, Reed Ryan, Rachel Sprosty Burns.

No: None

Absent: Bryce Anderson, Audrey Barton.

Motion passed 5 - 0.

10. Reports of Action. None

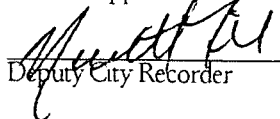
11. Commission Comments. Commissioner McConkie thanked staff for making sure trash was removed along the roadways.

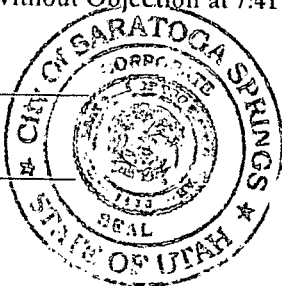
12. Director's Report. None

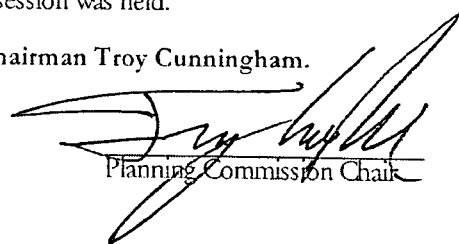
13. Possible motion to enter into closed session – No closed session was held.

14. Meeting Adjourned Without Objection at 7:41 p.m. by Chairman Troy Cunningham.

5-26-2022
Date of Approval


Deputy City Recorder




Planning Commission Chair



SARATOGA
SPRINGS
PLANNING

Planning Commission Staff Report

**Utah County General Plan Land Use Map Amendment and Rezone
Natural Open Space and Light Industrial to Institutional/Civic Land Use
Agriculture to I/C Rezone
May 12, 2022
Public Hearing**

Report Date:	May 5, 2022
Applicant	Richard Nielson, Utah County Public Works Director
Owner:	Utah County
Location:	~800 East Saratoga Road
Major Street Access:	Saratoga Road
Parcel Number(s) & Size:	58:036:0097, 36.59 acres; 58:036:0038, 15.73 acres; 58:036:0040, 5.00 acres; and 58:036:0098, 11.65 acres – 68.97 acres
Land Use Designation:	Natural Open Space and Light Industrial
Parcel Zoning:	Agriculture
Adjacent Zoning:	Mixed Residential, Agriculture, Planned Community, Lehi
Current Use of Parcels:	Vacant
Adjacent Uses:	Vacant, residential, City Public Works
Previous Meetings:	None
Previous Approvals:	None
Land Use Authority:	City Council
Planner:	David Stroud, AICP, Planning Director

A. Executive Summary: The applicant requests the City amend 68.97 acres of the General Plan Land Use Map from Natural Open Space and Light Industrial to Institutional/Civic and rezone the subject parcels from Agricultural (A) to Institutional Civic (I/C). The anticipated uses include but are not limited to County facilities such as office space, a small public works facility, and a small Sheriff's office facility to include holding cells.

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

- B. **Background:** The subject property is currently unplatted and in the A zone. The General Plan currently identifies the future land uses as Natural Open Space and Light Industrial. The applicant desires to construct county facilities to service the north Utah County residents instead of these services provided for farther away in Provo.

This item was heard October 2021 when the OW zone was requested. At that time, staff began working on text changes to permit county facilities in the I/C zone which was then approved by the City Council. The I/C zone is the most appropriate zone to locate county facilities and the County has agreed to the change.

- C. **Specific Requests:** General Plan Land Use Map amendment from Natural Open Space and Light Industrial to Institutional/Civic and rezone from A to I/C. A broad concept plan is included with this report. There is currently no time frame to locate county facilities at this location but the intent is to provide county services to residents of north Utah County in the future. The question to be addressed and recommend to the City Council is whether or not this location is suitable for the proposed land use and zone.

- D. **Process:**

Rezone and General Plan Amendment

The table in Section 19.13.04 outlines the process requirements of a rezone request. 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 may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code." As with all rezones, the City Council and applicant will enter into a development agreement regarding the property in the request. A concept plan is not reviewed at this time.

- E. **Community Review:** This item was noticed as a Planning Commission public hearing and a notice was sent to property owners within 300 feet of the subject property. As of the date of this report no phone calls have been received by the public. Email comments may be submitted or public may choose to attend the Planning Commission meeting. The notice has also been posted in the City building, www.saratogspringscity.com, and at the State notice website www.utah.gov/pmn/index.html.
- F. **General Plan:** The land use designation of the property is Natural Open Space and Light Industrial. The applicant's request to change the zone from A to I/C is not consistent with the land use designations of Natural Open Space and Light Industrial. The Institutional/Civic designation is needed to then zone the property to I/C.

Natural Open Space of the General Plan is defined as:

Areas that are not appropriate for residential or other development, along with developable areas that are to be reserved for passive recreational opportunities. Natural Open Space areas are to be minimally improved with all improvements carefully designed so as to subtly compliment the natural atmosphere that should prevail. Facilities that are included in the Natural Open Space areas should include hiking trails, equestrian trails, boardwalks, observatories, educational kiosks and other elements that promote an awareness or appreciation of the City's history and natural setting.

Light Industrial of the General Plan is defined as:

Areas characterized as fabrication, light manufacturing, warehousing, and some commercial uses. These areas are generally located close to regional transportation networks. Zoning in industrial areas should be separated into multiple zones based on the level of intensity and only the lightest industrial uses should be located near residential development

Institutional/Civic of the General Plan is defined as:

Areas that accommodate public or quasi-public land uses. Activities in the institutional areas will vary greatly and shall include schools, libraries, hospitals, public buildings or facilities and other land-uses that provide essential services to the general public.

Staff conclusion: Complies. I/C is an appropriate zone when implemented by the I/C land use designation.

G. Code Criteria:

Rezone requests 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.

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.**

The application was scheduled on the Planning Commission with 30 days of the decision to seek the I/C zone.

2. The Planning Commission shall recommend approval of the 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. The land use element of the General Plan indicates Office as the proposed land use. However, the General Plan is not a static document and subject to review and change when appropriate.

3. The Planning Commission shall provide the notice and hold a public hearing as required by 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 were 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 rezone and development is located in an area that is adjacent to City Facilities and Mixed Residential. The impact of County facilities to adjacent property is minimal.

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 changes 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 and the proposed zone of I/C is implemented by the Institutional/Civic land use designation.

2. The proposed changes 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 the zone from A to I/C.

3. The proposed changes 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 will comply 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 property has been identified on the General Plan land use map as future Natural Open Space, Light Industrial and a current zone of A. The rezone to I/C is compatible with the adjacent zones and uses.

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 may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code." A formal concept plan has not been submitted as this time but a "bubble" concept plan is included as an exhibit.

H. Recommendation Options:

Approval

I move to recommend to the City Council **approval** of the Utah County request to amend the General Plan Land Map from Natural Open Space and Light Industrial to Institutional/Civic and rezone from A to I/C on 68.97 acres at ~800 East Saratoga Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated May 5, 2022:

Findings

1. The General Plan Land Use Map is proposed to be amended from Natural Open Space and Light Industrial to Institutional/Civic as outlined Section G of this report.
2. The Zone Map is proposed to be amended from A to I/C in compliance with the proposed General Plan Lane Use Map amendment.
3. The General Plan Land Use Map amendment and rezone 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.
4. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report.

Conditions:

1. The Utah County General Plan Amendment and Rezone may be subject to a City Council approved Development Agreement or Interlocal Agreement.
2. The General Plan Land Use Map amendment and rezone is approved as Exhibit 1 of the Staff report.
3. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff report as Exhibit 2, if applicable.
4. All other Code requirements shall be met.
5. A preliminary plat and site plan shall be applied for with review of the standards contained in the Land Development Code of the I/C zone for such a request.
6. Any other conditions or changes as articulated by the Planning Commission:

Continuance

The Planning Commission may also choose to continue the item. "I move to **continue** the Utah County request 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. _____

Denial

The Planning Commission may also choose to recommend denial of the request regarding the application. "I move to recommend **denial** of the Utah County request with the findings below:

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

2. The Utah County request is not consistent with Section [?] of the Code, as articulated by the Planning Commission:
-

J. Exhibits:

1. Proposed General Plan Land Use Map and Zone Change
2. City Engineer's staff report, if applicable
3. Concept plan

Exhibit 1 – Current Land Use of Natural Open Space and Light Industrial to Institutional/Civic

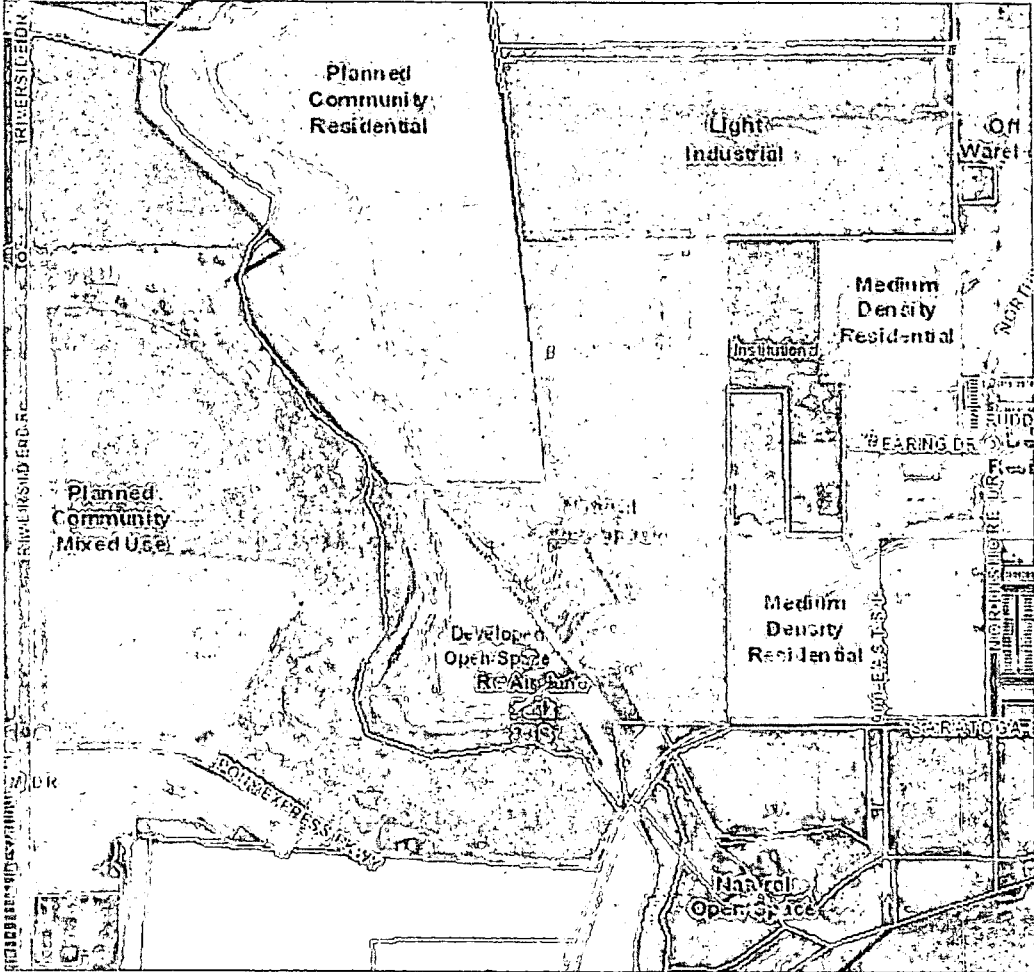


Exhibit 1 – Current Zone of A to I/C

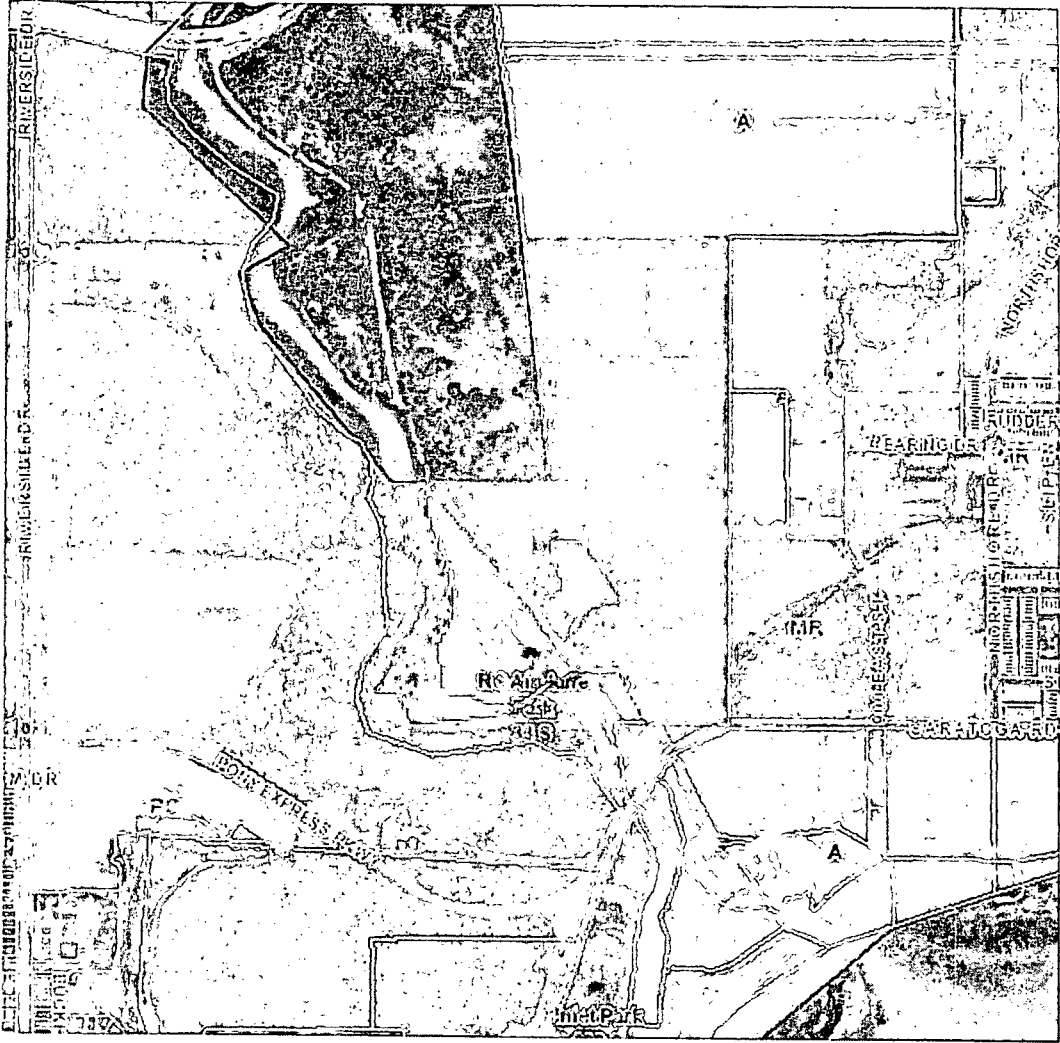


Exhibit 2 – No Engineer’s report at this time

Exhibit 3 – Concept Plan

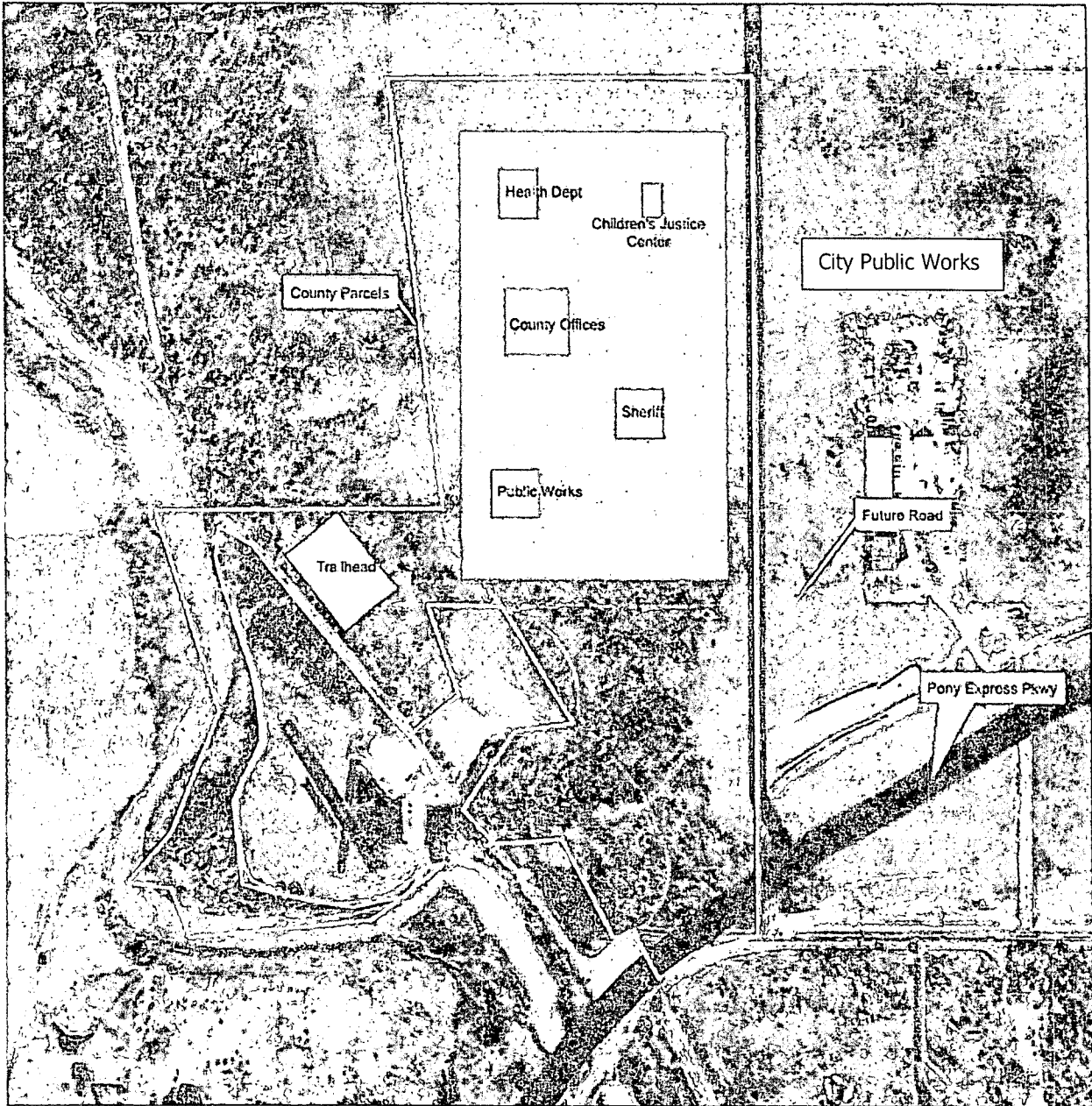


Exhibit "L"

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

Exhibit "M"
Right-of-way Fence

From: support@utah.gov
To: [Cindy LoPiccolo](#)
Subject: Public Notice for City of Saratoga Springs City Council
Date: Thursday, August 18, 2022 2:00:03 PM

Utah Public Notice

City of Saratoga Springs City Council

Notice of Ordinance

Notice Date & Time: 8/17/22 1:00 AM

Description/Agenda:

PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Saratoga Springs, Utah, at their meeting of August 16, 2022, passed and adopted the following Ordinances:

1) Ordinance 22-34 (8-16-22) Adopting an amendment to the official Zoning Map and approving an Interlocal Agreement specifying the terms of the development of certain real property in the City.

Copies of these Ordinances are on file in the office of the City of Saratoga Springs City Recorder and are available for review during City business hours.

Notice of Special Accommodations:

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

Notice of Electronic or telephone participation:

N/A

Other information:

Location:

1307 N. Commerce Dr., Saratoga Springs, 84045

Contact information:

Cindy LoPiccolo , clopiccolo@saratogaspringscity.com, (801)766-9793

To stop receiving email notifications for this public body, please click this link:

[Unsubscribe](#)



MINUTES – CITY COUNCIL MEETING

Tuesday, August 16, 2022
City of Saratoga Springs
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Work Session

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

Roll Call:

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

Present Mayor Jim Miller, Council Members Stephen Willden, Christopher Carn and Chris Porter

Staff Present City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, Public Works Director Jeremy Lapin (electronically), Planning Director Sarah Carroll, Senior Planner Kent Page, Community Development Director Ken Young, Senior Planner Austin Roy, Finance Director Chelese Rawlings, and Deputy City Recorder Kayla Moss

- 1. General Plan Draft Review, City Initiated, City-Wide.** Christine Richman with GSPS presented the general plan to the City Council. She advised this plan was made in close conjunction with the community. There was a steering committee comprised of business owners, residents, and various City departments that helped to develop this new general plan. A copy of the general plan summary is included in the packet that is posted online. The Planning Commission recommended adopting the new general plan with a few additional considerations, including the following: education, satellite secondary education campus, examples or detail to “downtown gathering spot” goal, and remove “Making it Better Together” branding from General Plan document.

Council Member Willden thanked staff for receiving the feedback from last time and making the changes he requested.

Council Member Porter thinks he made his feedback clear last time and doesn’t have any additional.

Council Member Carn also feels like he expressed all of his concerns when it was last brought up.

This will come back on the September 6th meeting for the Council to consider.

City Council Policy Meeting

Invocation: Council Member Willden

Pledge of Allegiance: Council Member Porter

Public Input: None

Reports: City Manager Mark Christensen advised the next city staff annual training will be in October. They would like to get a little snippet of a video from each Council Member for that. He advised the Council that there have been questions about park maintenance and scheduling. He is addressing those with the Recreation Director. He also advised the sprinklers have been adjusted for a couple of weeks now, if they notice issues with them still let him know.

PUBLIC HEARING:

1. FY 2022-2023 Budget Amendments; Resolution R22-51 (8-16-22). Finance Director Chelese Rawlings advised this amendment includes some personnel changes and a capital maintenance line item change.

Mayor Miller opened the public hearing at 6:42 pm. There were no comments so the public hearing was closed.

Motion by Council Member Willden to approve the FY 2022-2023 Budget Amendments; Resolution R22-51 (8-16-22) was seconded by Council Member Porter.

Vote:

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

Motion carried 3-0.

CONSENT ITEMS:

- 1. Beacon Pointe V2 Reimbursement Agreement, Suburban Land Reserve, Inc.; Resolution R22-52 (8-16-22).**
- 2. City Council Meeting Minutes: August 9, 2022.**

Motion by Council Member Carn to approve Consent Items with all staff findings and conditions was seconded by Council Member Porter.

Vote:

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

Motion carried 3-0.

BUSINESS ITEMS:

1. Steel Ridge Plaza Preliminary Plat, Devan Hatch Applicant, 333 East Crossroads Boulevard. Senior Planner Kent Page presented this preliminary plat to the Council. This is a 10 acre area with 11 lots.

Motion by Council Member Porter to approve the Steel Ridge Plaza Preliminary Plat, Devan Hatch Applicant, 333 East Crossroads Boulevard was seconded by Council Member Carn.

Vote:

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

Motion carried 3-0.

2. Utah County General Plan Amendment, Rezone, and Interlocal Agreement, Richard Nielsen Utah County Public Works Director Applicant, ~800 East Saratoga Road; Ordinance 22-34 (8-16-22).

Community Development Director Ken Young presented this amendment to the Council. They would like the zone to now be Institutional/Civic. They would like to place County Offices on this land. Planning Commission and staff both recommended approval for this item. They will have to follow City Code for this development.

Motion by Council Member Willden to approve the Utah County General Plan Amendment, Rezone, and Interlocal Agreement, Richard Nielsen Utah County Public Works Director Applicant, ~800 East Saratoga Road; Ordinance 22-34 (8-16-22) with all staff findings and conditions adding condition that any future construction doesn't impact the use of the RC Park was seconded by Council Member Carn.

Vote:

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

Motion carried 3-0.

3. Sunrise Cove General Plan Amendment, Rezone, Concept Plan, and Development Agreement, Austin Richards Alpine Homes Applicant, 908 West Fairfield Road; Ordinance 22-35 (8-16-22).

Senior Planner Page presented this item to the Council. The current zoning is RA-5 and the proposal is to change it to R1-10. He showed the concept plan to the City Council. A copy of this concept can be found in the packet posted on the website. The planning commission recommended the Council deny this application.

Austin Richards with Alpine Homes commented on the project. The UDOT ROW overlay was recently brought forth to them. They are going to work with UDOT on that before they go to final plat. They were offering to provide a pathway so kids can safely walk to school through this development. They have not planned what the pathway will be yet but he imagines it would be some sort of hard surface they could remove snow from.

Council Member Porter asked where the path would be and if it would even be considered a safe walking path according to the school district.

Public Works Director Jeremy Lapin advised the path would have to fit certain criteria to be a safe walking path. If they meet all of the standards the district could adopt it as part of their safe walking plan.

Mr. Richards advised they have a limited amount of time to get easements for the project if this is approved otherwise the zoning will revert back to the zone it was previously.

Council Member Porter does not want to rezone the portion of the property that the UDOT right-of-way would impact.

Council Member Willden pointed out that unless something is developed on this property there will not be a safe walking path to the school. However, he doesn't think this offers a definitive solution either.

City Attorney Kevin Thurman advised that it would be lawful to require a safe walking path as part of approving this because of the exception and concession the Council would be granting them. Road improvements would be open to discussion.

Council Member Carn heard comments that the City has their hands open looking for money from this development. He mentioned there is no money in this and they have no interest in moving farmers out of the City. He can't decide whether the farmers want to sell their land or not. The City has no taxing authority over schools. Alpine School District is responsible to build new schools if they are overcrowded. The City has no control over that at all. They also can't consider the availability of schools as a land use authority when deciding on developments.

Council Member Willden advised the City gets no benefit from this outside of possibly having a walking path.

Motion by Council Member Porter to continue the Sunrise Cove General Plan Amendment, Rezone, Concept Plan, and Development Agreement, Austin Richards Alpine Homes Applicant, 908 West Fairfield Road; Ordinance 22-35 (8-16-22) until a definitive boundary is determined for the UDOT Right of Way was seconded by Council Member Willden.

Vote:

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

Motion carried 3-0.

Council Member Carn is in favor of continuing this because he is not in favor of approving this today.

The Council Members agreed they would like the staff to have discussion with the developer about widening the road as well. They want to make sure there are true improvements to the City if they are increasing the density.

CLOSED SESSION:

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

Vote:

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

Motion carried 3-0.

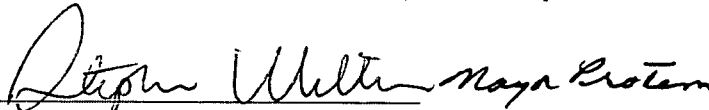
The meeting moved to closed session at 7:20 p.m.

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

Closed Session adjourned at 7:49 p.m.


ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 7:49 p.m.



 Jim Miller, Mayor

Attest:



 Cindy LoPiccolo, City Recorder
 Approved: 9-6-22



Exhibit "M"
Right-of-way Fence

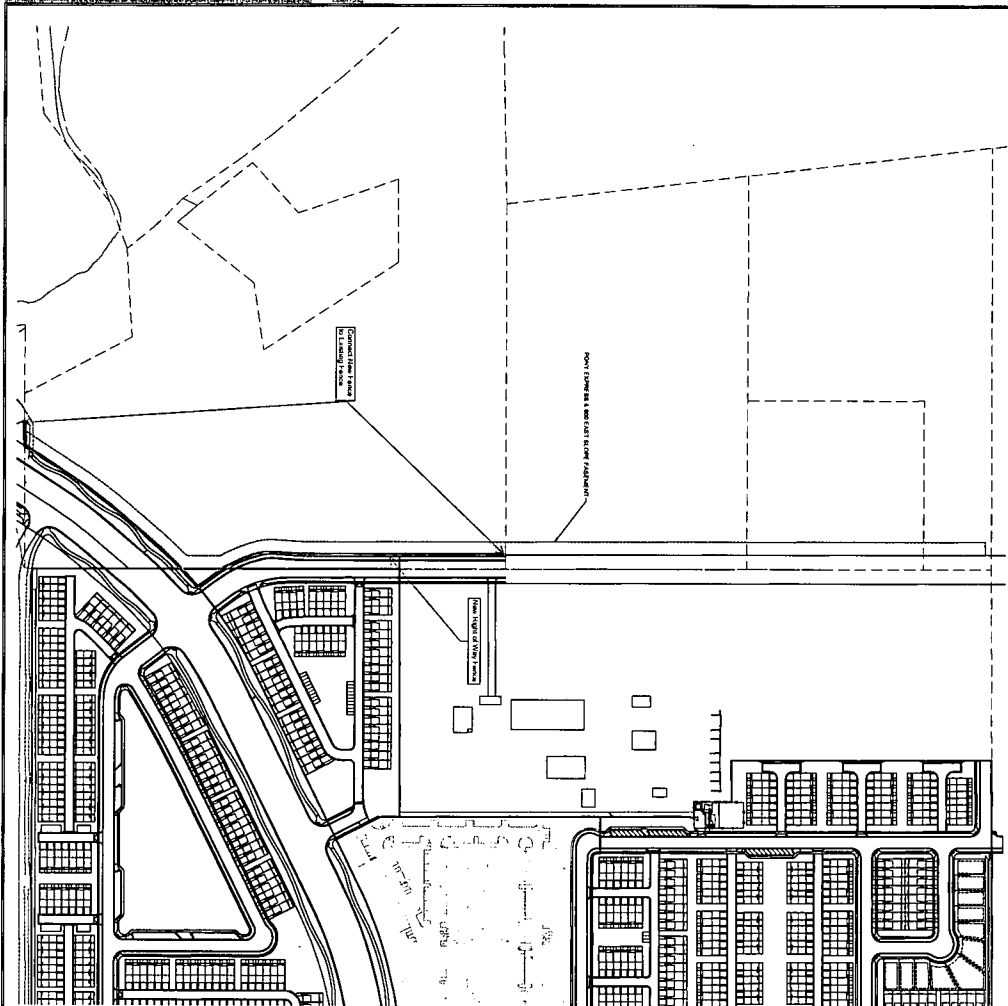


Exhibit M

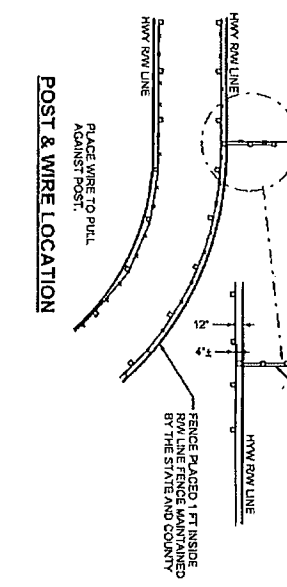
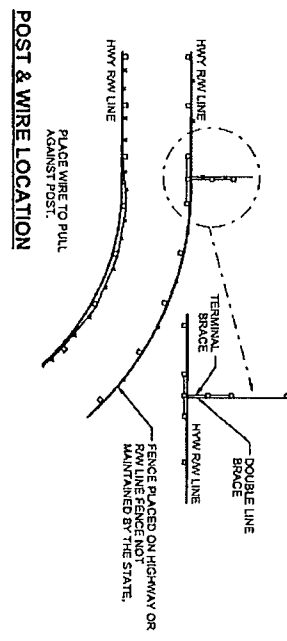
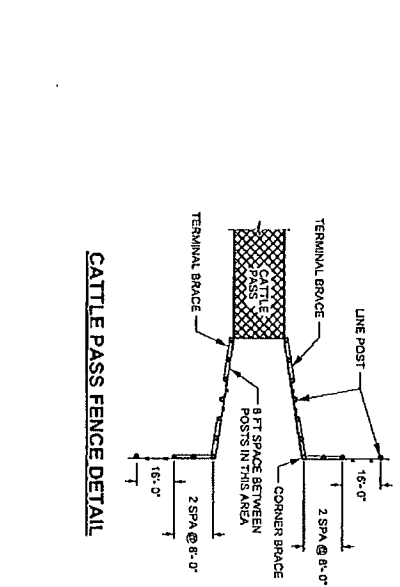
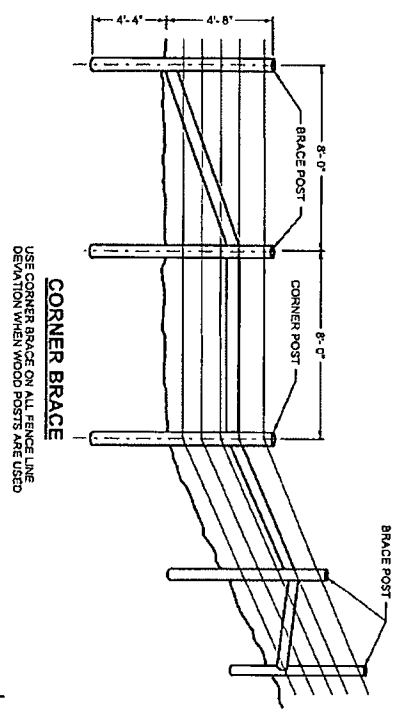
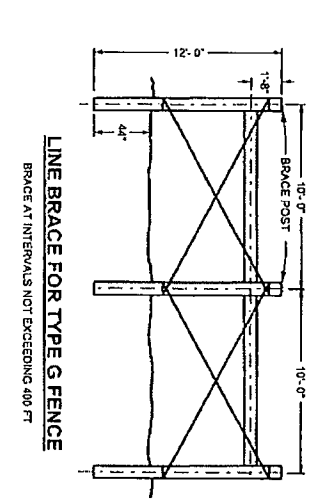
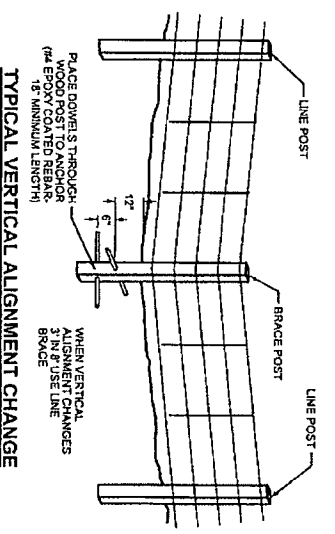
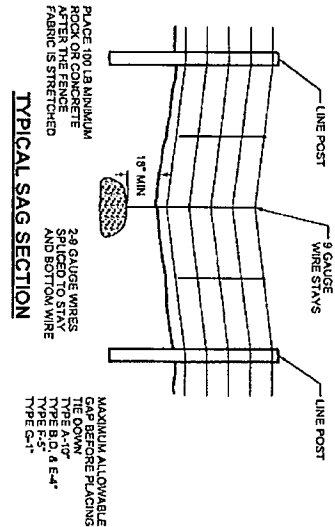
New fence to be constructed along right of way lines for Pony Express Parkway and 800 East to the limits of construction. Fence to connect to existing fences on both ends.



<p>1</p>	<p>NORTHSHORE CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH</p> <p>PONY EXPRESS & 800 EAST SLOPE EASEMENT</p>	<p>F&J ENGINEERS SURVEYORS & PLANNERS</p> <p>1000 W. STATE STREET SARATOGA SPRINGS, UT 84583 PHONE: 435.852.1111 WWW.F&JENGINEERS.COM</p>
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23-044-2022 074 816 015 016 017 018 019 020 021 022 023 024 025 026 027 028 029 030 031 032 033 034 035 036 037 038 039 040 041 042 043 044 045 046 047 048 049 050 051 052 053 054 055 056 057 058 059 060 061 062 063 064 065 066 067 068 069 070 071 072 073 074 075 076 077 078 079 080 081 082 083 084 085 086 087 088 089 090 091 092 093 094 095 096 097 098 099 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

**INSTALLATION WITH WOOD POSTS
(TYPICAL)**



RIGHT OF WAY FENCE AND GATES (WOOD POST)	UTAH DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION SALT LAKE CITY, UTAH		REVISIONS		
	RECOMMENDED FOR APPROVAL		DATE		
	CHAIRMAN STANDARDS COMMITTEE APPROVED		DATE		
STANDARD DRAWING TITLE		2023 Standard Drawing		DEPUTY DIRECTOR	
STD. DWG. NO. FG 1B					