AGENDA – City Council Meeting

Mayor Jim Miller
Mayor Pro Tempore Stephen Willden
Council Member Audrey Barton
Council Member Christopher Carn
Council Member Michael McOmber
Council Member Lance Wadman

CITY OF SARATOGA SPRINGS
Tuesday, October 15, 2024 @ 6:00 pm
City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

POLICY MEETING

CALL TO ORDER

1. Roll Call.
2. Invocation / Reverence.
3. Pledge of Allegiance.
4. Public Input – *Time for Public Input is limited to no more than 15 minutes total. This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed as public hearing on the agenda.*

REPORTS

1. Mayor.
2. City Council.
3. Administration.

CONSENT ITEMS

The Council may approve these items without discussion or public comment and may remove an item to the Business Items for discussion and consideration.

1. Award of Bids for Library opening day collection and ongoing purchasing with Children's Plus Inc., Resolution R24-50 (10-15-24) and Brodart Co., Resolution R24-51 (10-04-24).
2. Appointment of Library Board Member to fill remainder of term expiring June 30, 2025. Resolution R24-52 (10-15-24).
3. Change Orders with Newman Construction for South Marina Project. Resolution R24-54 (10-15-24).
4. Approval of Minutes: October 1, 2024.

PUBLIC HEARING

The Council will accept public comment, limited to no more than 15 minutes total, on the following item:

1. Recreation, Arts, and Parks Tax and presentation of argument in favor.

BUSINESS ITEMS

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

1. Consolidated Fee Schedule Update – Planning Dept. Application fees. Resolution R24-53 (10-15-24).
2. Lakeview Academy Rezone from Agriculture to Institutional/Civic. located 527 W. 400 N., Brent Pace-Odyssey Partners as applicant. Ordinance 24-46 (10-15-24).
3. Northern Frontier Lot 3 Site Plan, located 2284 N. Redwood Road, Austin Cooper as applicant.

Supporting materials are available for inspection on the City Website, www.saratogasprings-ut.gov. Questions and comments to Staff and/or Council may be submitted to comments@saratogasprings-ut.gov Meetings are streamed live at https://www.youtube.com/c/CityofSaratogaSprings.

PLEASE NOTE: The order of items may be subject to change with the order of the Mayor. One or more council members may participate by electronic telecommunication means such as phone, internet, etc. so that they may participate in and be counted as present for all meeting purposes, including the determination that a quorum is present.

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

4. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.16 Site and Architectural Standards. Ordinance 24-47 (10-15-24).
5. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 – Sign Regulations. City-Wide. City Initiated. Ordinance 24-48 (10-15-24).

WORK SESSION

1. Patriot Park Phase 3 Concept Plan.

CLOSED SESSION

Possible motion to enter into closed session for the purchase, exchange, or lease of property; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual; or the deployment of security personnel, devices, or systems.

ADJOURNMENT

City Council
Staff Report

Author: Melissa Grygla, Library Director
Subject: Library Opening Day Collection and Ongoing Purchasing Contract
Date: October 4, 2024
Type of Item: Resolution

Summary Recommendations: The City Council should approve request for the City Manager to sign the attached contract to purchase through Children's Plus.

Description: Library opened a request for qualified vendors in May 2024 for an opening day collection and ongoing purchasing. We are working on contracts with 3 vendors for establishing accounts to purchase an opening day collection and for ongoing purchasing.

Topic: Contracts for ongoing purchasing of materials and an opening day collection.

Background: Library opened a request for qualified vendors in May 2024 for an opening day collection and ongoing purchasing. The initial opening day collection will not exceed an overall expenditure of $1,500,000 and will include the cataloging, processing, and delivery of materials. Ongoing purchasing will be in the annual budget allocations and will not exceed those amounts.

Funding Source: There are no additional anticipated funding impacts of opening contracts with vendors for materials purchasing.

Analysis: The process of opening contracts, accounts, and curating opening day collection lists is approximately an 18 month process. Items will be ordered cataloged, processed, and held by the vendor until a determined date. Then they will be delivered to the new City Hall and Library. Once there we will run them through the Automated Material Handler to invoice them as received and begin the process of setting up the new library collection.

Ongoing purchases will be delivered within an appropriate time period based on publication date and added to the collection, processed, and cataloged as staff time allows. As always we attempt to add popular materials promptly, however sometimes there is a delay on the part of deliveries and other customer service needs.

Department Review: Assistant City Manager, City Attorney, Library.

Alternatives:

A. **Approve the Request:** Staff recommends that the City Council approve the attached resolution to allow the City Manager to sign the contract with Children's Plus for the purchase of an opening day collection and ongoing materials purchasing.
B. **Partial Approval:** The City Council could approve the contract but modify the amount allocated to the opening day collection and/or the allowance of ongoing materials purchasing.
C. **Deny the Request:** The City Council could deny the request.
D. **Continue the Item:** The City Council could continue the request until a later date and time. The result being that the Library would not begin curating the opening day collection and be further delayed in the 18 month collection development process.

Recommendation: Staff recommends the approval of the attached Resolution.

SARATOGA SPRINGS
PROFESSIONAL SERVICES AND GOODS AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of August, 2024, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Children's Plus Inc. ("Contractor"), 1387 Dutch American Way Beecher, IL 60401.

PURPOSE: The City desires to obtain cataloging, processing and materials services from an experienced professional for the purpose of opening a new library location and the ongoing purchase of new materials thereafter ("Project"). The City issued a Request for Proposals describing the services in more detail, a copy of which is attached as **Exhibit A** and incorporated as a part of this Agreement. The Contractor has submitted a proposal for services to be performed, including Fee Proposal and timeline, which are attached to this Agreement as **Exhibit B** and incorporated as part of this Agreement. Contractor has considerable experience and the ability to perform the services required herein. The City has selected the Contractor to provide such consulting and professional services in an experienced, professional, and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Contractor's Proposal, including the Contractor's Fee Proposal. Contractor represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT TERMS

1. GENERAL DESCRIPTION OF THE WORK, GOODS, AND SERVICES.

1.1. Nature and Location of the Project. The Project and scope of work is set forth in the Request for Proposal dated May 2024, as attached hereto as **Exhibit A**, and Contractor's Proposal, as attached hereto as **Exhibit B.** To the extent that this Professional Services Agreement document conflicts in any way with **Exhibit A** or **Exhibit B**, the Professional Services Agreement shall control. To the extent that there is a conflict in the terms of **Exhibits A and B, Exhibit A** shall control.

1.2. Services of Contractor. City hereby agrees to retain Contractor, and Contractor hereby agrees to perform the following services:

1.2.1. Contractor accepts professional responsibility to provide the professional services and Goods as provided in Exhibit A and Exhibit B. Contractor agrees that

upon becoming aware of any fault, defect, or deficiency in Contractor's work, Contractor shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Contractor shall provide periodic progress reports throughout the Project.

1.2.3. Contractor shall assign or designate Melissa Grygla as Contractor's Project Manager. He/she or his/her successor as Contractor's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Contractor's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. All utilities identified by reasonable record search by the Contractor within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Contractor will use its best efforts to prevent defects or deficiency in the Project work. Contractor will promptly correct and notify the City Representative of any defects or deficiency in the Project work.

1.4. Reviews and Interviews. City requires the Contractor to meet with the City Representatives or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the Needs Assessment and designs.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 *"Basic Services"* shall mean all services of Contractor including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 *"Additional or Special Services"* shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Contractor without such prior written authorization shall be performed at Contractor's sole risk.

1.6 Standards of Performance: The Contractor shall perform its services in a manner

consistent with any and all applicable professional and technical standards for professional work of this nature. The Contractor shall also conduct itself in accordance with the most recent edition of Utah Contractor Licensing Act Rule and all applicable professional and ethical standards for Contractors.

1.7 Goods: shall mean all types of tangible personal property (commodities), including but not limited to materials, supplies, custom deliverable, and equipment that Contractor is required to deliver to the City under this Contract.

2. BASIC SERVICES. The Contractor's Basic Services for the project are described in the proposal attached as Exhibit B.

3. CITY'S RESPONSIBILITY

3.1. Information. City Representatives or other representatives will be made available for interviews or reviews as needed and at such other times as the Contractor shall reasonably request. The proposed design and Contractual services for the Project, which cannot be exceeded, are as provided in EXHIBIT B.

During the design of the Project, the City shall provide the following information to the Contractor, which Contractor shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- Project property description and size
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction
- Any other information maintained by the City which the Contractor requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way line work in CAD format and all other documentation already gathered and prepared by the City relating to the project site.

3.2. Notice to Proceed. The City will notify the Contractor in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Contractor and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the

progress of the Contractor's services.

3.4. Extension of Time. Should the Contractor advise the City in writing of the existence of causes over which Contractor has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect, or Deficiency. If the City becomes aware of any fault, defect, or deficiency in the Project, it shall give prompt written notice thereof to the Contractor.

4. GOODS.

4.1. Delivery. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the City, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

4.2. Acceptance and Rejection. The City shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the RFP, orders, and this Contract prior to acceptance of the Goods by the City.

If Contractor delivers nonconforming Goods, the City may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the City to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

4.3. Late Delivery. The Parties agree that timely delivery of the Goods is a material aspect of this relationship and that the late delivery of Goods can considerably impact the opening of the new library location, the Contractor agrees that any late delivery, not excused by the City or a force majeure event, shall be subject to the liquidated damages provision in Section 17 below.

5. COMPENSATION.

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Contractor by the City for the services described in this Agreement shall not exceed the Lump Sum Fee as per Exhibit "B." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Contractor as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Contractor of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Contractor within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Contractor" must be authorized in advance and in writing by the City Representative. A summary showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in that summary, and, except as reasonably necessary to comply with the terms of this Agreement, the Contractor shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Contractor in writing that the estimated cost therefore has been increased. Additional sets of reduced scale drawings shall be charged at actual cost of printing and mailing. Contractor shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Contractor within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.3 Inspection/Audit.

5.3.1. Obligation to Maintain Accounts and Records. Contractor shall maintain for three (3) years all books, documents, papers, accounts, time sheets, and other records pertaining to Contractor's costs incurred. Such records shall be prepared

and maintained under generally-recognized accounting principles.

5.3.2. City's Right to Inspect Work and Records. Contractor shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract for the inspection of the City and its duly-authorized agents and employees. Such inspection, review, or audit may be made by the City at any time during normal working hours and without notice. Contractor agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 Final Payment. Upon City's issuance of a check noted as "Final Payment," and upon Contractor's depositing, cashing, or endorsing such check, Contractor shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Contractor.

6. WARRANTIES BY CONTRACTOR. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, that it has the power to enter into and perform this Agreement, that its performance of this Agreement shall not infringe upon or violate the rights of any third party, and that its performance of this Agreement shall not violate any federal, state, or municipal laws. Contractor further warrants that it will correct any identified deficiency in its work, at no additional cost to the City.

7. PERIOD OF PERFORMANCE.

7.1. Commencement. The Contractor agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Contractor, unless noted otherwise. Contractor shall commence work on the first phase and diligently pursue said phase to completion. Contractor shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Contractor shall work diligently to the completion of the Project and any Additional Services from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Contractor shall provide the work and services described herein in accordance with the following schedule:

- See "Work Plan and Fee Proposal" in EXHIBIT B

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the “Notice to Proceed”, the Contractor shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate, suspend, or abandon this Agreement at any time upon seven (7) calendar days’ written notice at the sole discretion of the City.

7.5.2 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Contractor for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the Project is resumed after being suspended for more than three (3) months, the Contractor's compensation shall be subject to renegotiation.

8. CITY REPRESENTATIVE. The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Contractor is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City’s Representative shall be Owen Jackson at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Owen Jackson specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

9. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or

communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), sent by facsimile transmission, or sent by electronic mail with a Delivery Receipt, to the parties at the following addresses:

Contractor Contact Name: Nancy Boeckstiegel
Company: Children's Plus, Inc.
Address: 1387 Dutch American Way
City, State: Beecher, IL
Email address: bids@helloocpi.com
Telephone: 800-230-1279

City Contact: Melissa Grygla
City of Saratoga Springs
1307 N. Commerce Drive, Suite 140
Saratoga Springs, Utah
Email address: mgrygla@saratogasprings-ut.gov
Telephone: 801-766-6513 Ext 141

10. DIRECTION OF WORK.

10.1. Written Communication. Contractor shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Contractor shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Contractor and hereby retains the right to request Contractor to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Contractor in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement

shall be decided in writing by the City. The written decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt of such written decision by personal service, facsimile, email, or mail, the Contractor shall serve the City a written appeal addressed to the City Representative. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Representative shall be final and conclusive.

10.4.2. If the decision of the City Representative does not resolve the dispute, the dispute shall be subject to mediation or arbitration. The Contractor may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation or arbitration take place within sixty (60) days of service of notice. The mediation or arbitration shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation or arbitration does not occur within sixty (60) days after service of notice, or the mediation or arbitration has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice. Both parties shall equally share the costs of mediation or arbitration.

11. OWNERSHIP AND USE OF DOCUMENTS.

11.1 CONTRACTOR’S designs, drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by CONTRACTOR for City under this Agreement shall become the property of the City upon full payment of CONTRACTOR'S invoices. Any rights granted to Contractor under this Agreement shall not affect City's exclusive ownership of the work product. Contractor retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the CONTRACTOR be liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement.

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Contractor shall, with the assistance of the contractor's

redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Contractor in the performance of the Contractor's services shall be the property of the City, and the Contractor shall, upon the request of the City, deliver such documents to the City. The Contractor may retain and use copies of the documents.

12. ASSIGNMENT, SUBCONTRACT. None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which Contractor claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Contractor explaining Contractor's claim of exemption from disclosure. The City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. Contractor specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

14. CONFIDENTIALITY. Contractor agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Contractor further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

15. INSURANCE AND INDEMNIFICATION.

15.1. Insurance. Contractor, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. The Contractor will maintain insurance coverage throughout the term of the Agreement naming City as an additional insured. Insurance coverage shall include the coverages, endorsements, and limits per current City policies.

15.2. Indemnity.

15.2.1. The Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, agents, employees, and volunteers, from and against all lawsuits, claims, damages, costs, expenses, attorney's fees, damages to property, bodily injury, personal injury, or claims for environmental impairment or pollution by reason of or in the course of performing the Work caused by any willful, negligent, or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor, or the Contractor's violation of law, administrative regulation, breach of this Agreement, or failure of performance hereunder. The City will not be held liable for any accident, loss, or damage to the Project or City's property prior to completion and acceptance.

15.2.2. The City, in its sole discretion, may choose to tender its own defense pursuant to Paragraph 15.2.1. In such an event, Contractor agrees to pay City's reasonable costs, expenses, and attorney's fees incurred in such defense. If City chooses to use in-house counsel, Contractor agrees that City's attorney's fees shall be calculated by multiplying the time spent by the average hourly rate charged by a Utah attorney having the same experience and level of expertise as City's in-house counsel.

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

17. LIQUIDATED DAMAGES. Contractor and City recognize that time is of the essence as stated in Section 7.3 above and that City will suffer financial loss if the services and

delivery of Goods are not completed within the times specified, plus any extensions thereof. The parties also recognize that proving actual damages is difficult if not impossible to calculate based on the nature of the services and Goods, and that delays and expenses in proving actual damages in a legal or arbitration proceeding if the services and deliveries are not completed on time will be detrimental to the City. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City $100.00 for each day that expires after the time specified for completion of the services or the delivery date for the Goods.

18. INTERPRETATION, COURT. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

19. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

20. SEVERABILITY; WAIVER. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

21. ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between the City and the Contractor, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

22. INDEPENDENT CONTRACTOR. Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Contractor shall not enter into any contract or commitment on behalf of City. Contractor further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment

rights or benefits. It is expressly understood that this undertaking is not a joint venture.

23. <u>TITLES AND CAPTIONS.</u> The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

CONTRACTOR

By Michael Beechin

Title COO

ATTEST:



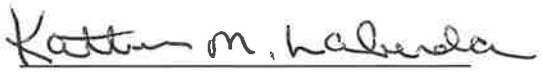
CORPORATE ACKNOWLEDGMENT

STATE OF ~~UTAH~~ Illinois)

ss.

County of Will)

On the day of October 4th, 2024, personally appeared before me Michael Beechin and did say that he/she is the COO of Children's Plus, Inc. DBA Librari a Illinois Corporation (state) limited liability company/corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors or managing members, and said persons acknowledged to me that said corporation/LLC executed the same.



NOTARY PUBLIC, residing in:

Will County, Illinois

My Commission Expires:

11-12-24

OFFICIAL SEAL
KATHLEEN M LABUDA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/12/24

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

SARATOGA SPRINGS (City)

By _____
MARK J. CHRISTENSEN
CITY MANAGER

Approved as to form:

_____
City Attorney

ATTEST:

_____
CITY RECORDER

STATE OF UTAH)
ss.
County of _____)

On the day of _____, 2024, personally appeared before me _____ and did say that he/she is the _____ of _____, a _____ (state) limited liability company/corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors or managing members, and said persons acknowledged to me that said corporation/LLC executed the same.

_____
NOTARY PUBLIC, residing in:

_____

My Commission Expires:

_____
_____

EXHIBIT A

Request for Proposals

REQUEST FOR QUALIFICATION

City of Saratoga Springs
Public Library
Contractors for Collection Development
Including a Separate Opening Day Collection

Proposals are due July 1, 2024 by 5:00 PM

Responses should be uploaded through UP3 addressed to:

Melissa Grygla, Library Director
1307 N Commerce Dr Suite 140
Saratoga Springs, UT 84045
mgrygla@saratogasprings-ut.gov
801-766-6513 Ext. 141

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1. Request for Qualification

1.1 Purpose and Intent

This Request for Qualification (RFQ), issued by the City of Saratoga Springs, is for a comprehensive Purchase Order (P.O.) of Library materials, with customized collection development services, shelf-ready cataloging and materials processing, which shall work in conjunction with the City's existing RFID technologies. It is the intent of the City to open a new Library location within approximately the next 18 months and the intent is to combine existing collections with a new collection in that new location.

Contractors should submit proposals to supply the City with print books (Adult, Young Adult, and Juvenile) and/or audio visual materials (CDs, DVDs, Blu-Rays, Video Games) discounted from the publisher's invoice price when the invoice price is lower than the list price.

In order to obtain the best possible range of materials and services, the City reserves the right to award multiple contracts based on this RFQ. The number shall depend on the quality of the proposals received and the unique contributions speciality suppliers can make to the proposal. The proposed contract length will be for a period of five (5) years from July 1, 2024 to June 30, 2029. Contractor will provide the City with the option for one (1) three-year renewal.

1.2 Overview

The mission of the Library is to improve the quality of life for all citizens of our community by providing resources that enhance and contribute to individual knowledge, enlightenment, and enjoyment. We especially recognize our responsibility to serve as a place that creates a sense of community and fosters a love of learning and reading.

The Library is located in Saratoga Springs, UT. The population is approximately 60,000 and the Library is a very active place in the community with an average of 400-600 visits per day. The following are some key statistics and facts about the Library:

- Annual circulation is approximately 250,000 items per year.
- The Library's growing collection consists of nearly 22,500 print materials and an AV collection containing nearly 1,500 DVDs and 250 Audiobooks on CD.
- 10,000 registered cardholders.
- 3 Dedicated PAC workstations.
- 7 Dedicated staff workstations with a number of individual users.

The Library currently operates through koha which is supported by ByWater Solutions. All successful Contractors will be able to intregrate with this software to allow for Electronic Data Interchange (EDI) ordering and invoicing.

1.3 Project Schedule

The following RFQ schedule represents the City's best estimate of the schedule that shall be followed. The City reserves the right, at its sole descretion, to adjust this schedule as it deems necessary.

Event	Date
RFQ issued	May 17, 2024
Deadline for Questions	June 3, 2024 by 5:00 PM
Deadline for Responses to Questions	June 17, 2024
Deadline for Proposal to be uploaded to UP3	July 1, 2024 by 5:00 PM
City Completes RFQ Proposal Evaluation	July 18, 2024
City Issues Written Notification to All Proposals	July 30, 2024
Conclusion of Contract Negotiation and Signing	September 1, 2024
Anticipated Contract Start Date	September 15, 2024
Anticipated Delivery Dates for New Location	September and October 2025
Anticipated New Library Opening Date	November 1, 2025

1.4 Rights of the City

This RFQ is not a commitment or contract of any kind. The City will follow the Contracting and Purchasing Policy available on the City website in the Current Budget Document FY 2024-2028. This document is viewable at https://www.saratogasprings-ut.gov/ArchiveCenter/ViewFile/Item/258.

- Contractor Costs for developing the proposals are entirely the responsibility of the Contractors and shall not be reimbursed.

2 Contractor & Proposal Requirements

2.1 Proposal Content Requirements

A single Contractor must serve as the prime contractor for all items contained in their proposal. Contractor's Proposal must be capable of being understood without reference to other documents and should include the following:

2.1.1 RFQ Cover Letter

The cover letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Contractor. Provides basic Contractor contact information

and an authorized signature accepting the City's terms and conditions as stated in this solicitation. (Limit 2 pages maximum.)

2.1.2 Organizational Backgound & Contact Information

Contractors must include in this section a description of their corporate background, organization, staff, and experience. Briefly outline the number of years Contractor has been in business, its headquarters address, and sales/customer service office nearest to Saratoga Springs, Utah. Indicate the name, address, email address, and telephone number(s) of the principal contact for oral presentations or negotiations. (Limit 2 pages maximum.)

2.1.3 Work Plan with Provisions A, B, C, D

Describe the overall services you intend to provide. Describe the start-up requirements and the leadtime necessary to begin providing services. Describe this work plan and identify the work team that shall handle the opening day collection project including key personnel responsible for overall project management, project schedule, and for functions such as collection development services, order, cataloging, processing, invoices, technical support, and delivery. Describe the Contractor, Collection Development, Cataloging and Processing Services available and/or offered as outlined in Provisions A, B, C, & D. (Limit 15 pages maximum.)

2.1.4 References

Include two references recently familiar with the quality and reliability of your work. (Limit 2 pages maximum.)

2.1.5 Optional Appendices or Exhibits

Contractors may include sample reports, peer review reports, letters of recommendation, and/or other exhibits that may assist the City in evaluating the Contractor. (Limit 5 pages maximum.)

2.2 Communications Regarding the RFQ

Upon release of this RFQ, all communications concerning the procurement must be directed to Melissa Grygla, Library Director. Unauthorized contact regarding the RFQ with other City employees will result in disqualification of proposal.

Any questions should be submitted in writing to mgrygla@saratogaspings-ut.gov by the deadline specified in the Project Schedule. The City shall respond in writing to written communications and reserves the right, at its sole descretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification. Questions and responses will be posted on the Utah Public Procurement Place (U3P) site by June 17, 2024.

2.3 Receipt of Proposals

All proposals will be uploaded before the due date through UP3 addressed to:

City of Saratoga Springs
Attn: Melissa Grygla, Library Director
1307 N Commerce Dr., Suite 140

Saratoga Springs, UT 84045
mgrygla@saratogasprings-ut.gov
801.766.6513

Proposals must be received by **Friday, July 1, 2024 by 5:00 PM**. Proposals arriving after the time and date for opening will not be considered. Faxed or verbal proposals are not acceptable. The Contractor will be solely responsible for ensuring that its proposal is delivered to the correct address in a timely fashion.

Proposals must be uploaded online through U3P. Proposals must contain a complete response to each of the following sections, together with a cover letter signed by a Contractor's representative, who is authorized to enter into a contractual arrangement with the City.

Contractors have the right to take exception to the specifications or terms to this solicitation. Any exceptions must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City, will disqualify the Contractor. If exceptions are not explained, the Contractor will comply with the specifications in this solicitation.

2.4 Proposal Validity Period

Submission of a proposal signifies the Contractor's agreement that its proposal shall be binding upon the Contractor and may be accepted by the City at any time within 120 days after the date on which proposals are opened. The contents of the successful proposal will be incorporated as part of the resulting contract with the successful Contractor.

2.5 Withdrawal of Proposals

Proposals may be withdrawn upon written or faxed request received from Contractors prior to the stated date and time of proposal opening. Negligence, error, or oversight confers no right for withdrawal of the proposal after the time fixed for proposal opening.

2.6 Proposal Rejection

The City reserves the right to reject any or all of the proposals received in response to this request. The City also reserves the right to waive any irregularities in proposals.

2.7 Contractor's Cost to Develop Proposal

The City is not liable for any cost incurred by any Contractor prior to the award of a contract. Costs for developing proposals in response to this request are entirely the obligation of the Contractor and shall not be chargeable to the City in any manner. The receipt by the City of any information (including submissions, ideas, plans, drawings, or other materials communicated or exhibited by the Contractor) shall not impose any obligations on the City and shall not confer any rights on the Contractor.

2.8 Government Records Access and Management Act

The Utah Government Records Access and Management Act (GRAMA) defines a public record as any writing containing information relating to the conduct of public business. The Government Records Access and Management Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFQ is a public record in its entirety.

All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which Contractor claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Contractor explaining Contractor's claim of exemption from disclosure. The City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of such material.

Notwithstanding the forgoing, submission of any materials in response to this RFQ constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to the release of such materials by the City if requested under GRAMA without further notice to you and (2) you agree to indemnify and hold harmless the City for release of such information.

If the City recieves a request for any portion of a document submitted in response to this RFQ, except as indicated hereinabove, the City will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the City reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with GRAMA and applicable case law intrepreting those provisions, the City and/or its officers, agents, and employees retain discretion to release or withold any information submitted in response to this RFQ.

Submission of a proposal consitutes a complete waiver of any claims whatsover against the City and/or its officers, agents, or employees that the City has violated a Contractor's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

2.9 Proposal Evaluation

The City, and such advisors as it may choose to call upon, will review and evaluate all proposals which are submitted by the time required and are presented in the format prescribed in this RFQ. The City may or may not select the system with the lowest initial purchase price.

The evaluation of responses received will include a review for conformance to stated specifications. Only those proposals that meet or exceed the intent of the RFQ will be further evaluated. The

evaluation process is designed to award the procurement not necessarily to the Contractor of least cost, but rather to the Contractor(s) with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFQ and not against other proposals.

The RFQ Review committee, composed of various stakeholders, will evaluate proposals received. The criteria for choosing the Contractors will include the following:

- Ablity to meet or exceed the criteria listed in Provisions A, B, C, and D. (20)
- Start-Up Requirements (5)
- Cost of Services (5)

After the intial proposal evaluation, the City may determine that additional information is needed to establish the ranking of Contractors. The candidates may be contacted and will be asked to:

- Conduct a demonstration of the user interface.
- Provide a conference call with the Library Director, City's IT staff, and/or the ILS Contractor to get detailed information on how the implementation of the EDI ordering system will integrate with our third-party software and details on the network configuration.
- Provide responses to all follow-up questions which arise from the review of the proposal and Contractor demonstrations.

The committee will rank the candidates in order of their ability to best meet the requirements of the City. The criteria that will be used during the final selection process includes, but is not limited to, the RFQ response, the evaluation from the demonstrations, and the overall cost of implementation. The City will begin negotiating contracts with the Contractor(s) that best addresses the City's needs. If no agreement can be reached, negotiations will begin with the next chosen Contractor(s).

2.9 Notification

The City is not required to give notice to bidders in any specific format or on any particular timeline. Contractors may be notifed at different times depending on the needs of the City. The City will also aim to send written notices to all Contractors by July 15, 2024.

3. Contract

The RFQ and selection processes do not obligate the City and do not create rights or claims of entitlement in the apparent best evaluated Contractor. Contract award shall commence only after the contract is signed by the Contractor and the City.

The selected Contractor will be required to execute a contract with the City of Saratoga Springs, Utah. This invitation to Contractors and the selected Contractor's proposal will become part of the contract. The selected Contractor must use the City of Saratoga Springs Standard Contract as the

basis of negotiating with the City. It is understood that there may be a number of different types of system solutions proposed, and depending on what is proposed, clauses may be changed, added, or deleted from the contract. See Appendix A.

4. Scope of Services

The City is in need of Contractors to provide Library materials in response to comprehensive P.O.s issued by the City for print books and audiovisual materials with customized collection development services, shelf-ready cataloging and materials processing. Materials selected will primarily be in English, with smaller collections of Spanish and/or Chinese materials.

4.1 Provision A Contractor Services

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerers must be able to provide collection services for all or a portion of the Opening Day Collection of the new Library location or ongoing ordering services. Please return Provision A Contractor Services in your proposal answering specific questions regarding the services available. Desired services include cost effective and timely provision of:

A) A broad spectrum of Library materials in sufficient quantities to meet the needs of the collection.
B) Contractor generated selection lists for specific types of material.
C) Delivery of full RDA-compliant MARC records to the City on a pre-determined schedule, as appropriate.
D) Complete fund accounting for all purchases.
E) Contractor staffing available for assisting with Opening Day Collection delivery, scheduling, shipment, and unboxing.
    1) Storage of the items until required delivery.
    2) A delivery schedule that meets the requirements of the City.
F) This project seeks materials in all subject areas and readership levels, specifically:
    1) Adult, Young Adult, and Juvenile fiction.
    2) Adult, Young Adult, and Juvenile nonfiction.
    3) Mass market and trade paperbacks.
    4) Picture books, easy readers, and board books.
    5) Adult, Young Adult, and Juvenile audiobooks on CD.
    6) Adult and Children's DVDs and Blu-Ray discs.
    7) Spanish language books.
    8) Chinese language books.
    9) PlayAway Launchpads.
    10) Video Games including those compatable with Switch, PS5, Xbox Series X, and Xbox Series S.
G) For offerers providing print materials:
    1) New, processed, and shelf-ready books.
    2) All materials fully cataloged with full RDA-compliant MARC records (bib and item level).

3) Live cataloging in the City Integrated Library System (ILS).
4) Shipment of items to the City. N/A

H) For offerers providing only specialty print collections (Chinese language, Spanish language):
   1) Delivery of full RDA-compliant MARC records to the City on a pre-determined schedule (no further cataloging or processing required).
   2) Shipment of items to the City at a specified future date.
I) For offerers providing audiovisual materials:
   1) New, processed, and shelf-ready materials.
   2) All materials fully cataloged with full RDA-compliant MARC records (bib and item level).
   3) Delivery of full MARC record files to the City on a pre-determined schedule (no live cataloging in City ILS).
   4) Shipment of items to the City.
J) Additional Service: shelving items at the Library (please price separately).

4.2 Provision B Collection Development

Additionally, the Contractor will work with the City to provide customized lists of materials for City consideration. Please return Provision B Collection Development in your proposal answering specific questions regarding the collection development services available.

A) Contractor shall have an online electronic proprietary ordering system that City staff can search before ordering that allows the following functions:
   1) Ability to search the system by ISBN, title, author, series, UPC, keyword on major fields, publisher, Dewey Decimal Classification (DDC), or a combination of fields.
   2) Ability to limit search by grade level, publication date, binding, material type, stock status, and initial print run.
   3) Ability to search by review source and its publication date.
   4) Ability to sort records by publication date, author, title, DDC, and series.
   5) Ability to accurately show the Contractor's current real time inventory, including items in stock and items on order.
   6) Ability to know, during a search, if an item is already on another list or has already been ordered; Duplicate checking by title as well as ISBN is preferred.
B) Contractor shall be able to provide specialty lists/carts for items designated by categories and determined by City staff. Each list/cart shall be clearly labeled according to the appropriate category. Examples include pre-publication lists of upcoming popular releases, top sellers in specific subject areas or formats, or buying profiles based on Saratoga Springs Utah Public Library system wide collection performance.
C) Contractor shall provide descriptions and samples of selection lists/carts with proposal and clearly describe options available for delivering lists to City staff. City staff shall work with Contractor to create selection list profiles and/or identify selection list needs after Project is awarded.

D) Selection lists/carts shall be generated according to a schedule jointly agreed upon by City and the Contractor, but no later than thirty (30) days after receiving access to the City's bibliographic database.
E) Contractor shall provide supplemental lists/carts at any stage at the City's request.
F) Selection lists shall include the following information and shall be sorted in accordance with City staff requests:
    1) Author/Editor (last name, first name).
    2) Title.
    3) ISBN/ISSN.
    4) Publisher.
    5) Date of publication.
    6) Edition.
    7) Dewey number.
    8) Series.
    9) Inventory status (i.e. in stock, on order).
    10) List price.
    11) Discount price.
    12) Total cost of list and total cost after discount.
    13) Binding full text review, if available.
G) Contractor shall provide updated selection lists, as needed, for pre-publication items to ensure that the items are on order by Opening Day.
H) Previously selected titles must not appear on forthcoming selection lists.
I) The Contractor shall provide the following formats over others when available:
    1) Hardcover editions preferred over paperback editions for Adult and Juvenile titles.
    2) Trade paperback editions preferred over mass market paperbacks for Adult and Juvenile titles.
    3) Library editions preferred over standard hardcover or paperback editions for Juvenile titles.
    4) When hardcover picture books are not available, Follett bound (or other bindings of similar quality; level of acceptable quality to be determined by the City) are required.

4.2 Provision C Cataloging

Please return Provision C Cataloging Services in your proposal answering specific questions regarding the collection development services available.

A) For print materials (other than those providing only specialty print collections), Contractor shall catalog materials "live" in the City koha database, adding bibliographic records in real time.
    1) Contractors should access the ILS through the secure URL connections specified by the City.
    2) Contractors shall not use the City koha database except to perform the work outlined in the RFQ.
    3) Contractors shall be responsible for purchasing, installing, and testing the functionality of all equipment and software necessary to interface koha.

4) Contractors providing print materials (other than those providing only specialty print collections) must have the capability to catalog materials to the exact specifications detailed in the Appendix B Saratoga Springs Public Library Cataloging Handbook.
5) Contractors providing print materials (other than those providing only specialty print collections) shall use the City's current bibliographic database to determine if a new record is needed.
    i) If the bibliographic record already exists at the City, the Contractors shall provide item information to update the holdings information in the database.
    ii) If a bibliographic record does not already appear in the City database, the contractor must provide MARC records which shall be modified or constructed in a manner consistent with the City's existing cataloging data and practices.
        (a) Original cataloging will be done as OCLC-defined full level MARC records.
        (b) Contractors, upon selection, shall supply sample files to assure compatibility with the City's online catalog and cataloging specifications.

B) Contractors providing print or audiovisual materials (other than those providing only specialty print collections) should have the capability to interface with koha ILS database.
C) Contractor shall provide all staff support, office, and warehouse space, and the equipment and supplies necessary for the purchasing, processing, cataloging, and shipment of items (exception may be City provided barcodes).
D) At least one individual by name shall be designated to serve as Project Manager during the contract period. A designated liaison to work with the Saratoga Springs Utah Public Libray.
E) Contractor shall have the capability to incorporate changes made by Saratoga Springs Utah Public Library during the course of the Project.
F) Performance requirements include:
    1) Ability to start the Project no later than four (4) weeks after the contract awards.
    2) Cataloging error rate shall not exceed 2%.
    3) Processing error rate shall not exceed 2%.
    4) Shipping error rate shall not exceed 2%.
    5) Credit and replacement error rate shall not exceed 2%.
    6) All Project target dates shall be met by Contractors.
    7) Project shall pass any Project audits.

4.3 Order Handling, Reporting and Status

A) Contractor's fill rate must meet or exceed 90% of all items ordered and ship from stock 85% of orders for available new titles within thirty (30) days from the receipt of order, including cataloging and processing time.
B) All items backordered and available from the publisher must be fully cataloged, processed, and delivered within 120 days of receipt of order.
C) Contractor shall list discount schedules, cataloging, and processing fees separately for each type of material.
D) Contractor shall identify duplicate orders for a title, should they occur, but allow for multiple and/or added copies when multiple copies are ordered.

E) Contractor shall cancel orders not supplied within 180 days. Contractor shall report cancellations to City monthly, including reason for cancellation.
F) Contractor shall establish separate order/fund accounts for each category of materials as defined by City staff. Each fund account shall have a cap determined by the City, which may not be exceeded or adjusted unless authorized by City.
    1) Contractor shall provide a monthly status report for each fund account to include:
        i) Percentage (%) of total allocation encumbered by fund account.
        ii) Percentage (%) of total allocation expended by fund account.
        iii) Percentage (%) of total allocation with working balance by fund account.
        iv) Total units and dollars selected per month.
        v) Cumulative (project to date) information on total units and dollars selected.
        vi) Total amount encumbered by fund account including cataloging, added item, and processing charges.
G) Contractor shall describe procedures taken for handling defective materials. Contractors shall accept and pay for return of materials found to be defective or not as ordered and shall credit charges for incorrect processing. No time limits shall be imposed for these returns and credits.
H) Contractor shall supply a monthly status report indicating the status of current unfilled orders.
I) Contractor shall provide a sample status report with bid reply and provide definitions for all status codes.
J) Contractor shall supply a separate confirmation report for each order placed which shall include:
    1) Purchase order number.
    2) Fund account number.
    3) Order date.
    4) Quantity.
    5) Author/Editor.
    6) Title.
    7) Edition/binding.
    8) Publisher.
    9) Publication date.
    10) ISBN/ISSN.
    11) List unit price.
    12) Price extension.
    13) Discount price.
    14) Total quantity.
    15) Total price all copies after discount.
    16) Additional shelf ready charges: cataloging, processing, added item, and linking to the City database.

4.4 Shipping & Delivery

A) Contractor shall describe in detail the methods used for packing, labeling, storing (if applicable), and shipping the materials, including insurance coverage (if applicable).

B) The City reserves the right to inspect processing and cataloging of items prior to shipping.
C) For Contractors providing print materials (other than those providing only specialty print collections):
    1) Contractor shall store all materials included in the Opening Day Collection until requested by City.
    2) Shipments shall be sent directly to the City.
    3) Cartons must be clearly labeled by format and collection type.
D) All other Contractors shall supply and ship available items to the City on an ongoing basis and according to a schedule agreed upon by City and the Contractor.
E) Shipments:
    1) Shipments shall be made with inside delivery and will be limited to an agreed upon number of boxes.
        i) Single shipments which are not a part of the Opening Day Collection shall not exceed twenty-five (25) boxes.
    2) No pallet/skid deliveries are accepted, with the exception of a pre-scheduled delivery of the Opening Day Collection.
    3) Shipments must arrive between the hours of 9 AM and 4 PM Monday through Friday, excluding holidays.
    4) Deliveries arriving by semi-truck, skid, or pallet shall be scheduled ahead of time with City staff.
F) Contractor shall ensure a method for claiming items shipped, but not received, i.e. contents and packing slip did not match.
G) Contractor staffing available for assisting with Opening Day Collection delivery, scheduling, shipment, and unboxing.
H) Significant delays in the delivery of items for the opening day collection, which may result in a delay of the Library opening may result in fines or penalties.
I) Contractor shall describe procedures taken if:
    1) Items delivered are found to be defective.
    2) Packing list does not match with contents of box.
    3) Unavoidable delays occur in opening the new location.

4.5 Provision D Processing and Preparation

Please return Provision D Processing and Preparation in your proposal answering specific questions regarding the collection development services available.

A) Contractor shall process and catalog materials to the exact specifications for all types of materials detailed in the Appendices B, C, D, E, and F, when processing services are requested.
B) Acceptable labels, supplies, and list of suppliers are included in Appendix D: Additional Stickers addendum.
C) All processing supplies shall be furnished by the Contractor (exception may be Library provided barcodes).

D) Contractors, upon selection, shall supply processed samples of each category of item so that City can check for accuracy.

Provisions

Provision A Contractor Services

DESCRIPTION	YES or NO	CONTRACTOR NOTES
Provide multiple accounts based on service specifications to be determined by the City.	Yes	
Provide same terms to be applied to all accounts.	Yes	
Ability to place orders and receive invoices electronically utilizing EDIFACT standard.	Yes	
Contractor ability to accept electronically transmitted orders.	Yes	
Apply full discount to all titles for which the publisher provides a full discount to the Contractor.	Yes	
Fifteen (15) days fulfillment time from date of order to shipment for books in inventory, including those with processing as described in Provisions B, C, and D.	No	Average ship times for processed orders are 3 -5 weeks from receipt of order.
Ability to retain materials until a scheduled delivery day prior to the opening of a new Library location.	Yes	
Ability to provide 85% fulfillment rate on orders placed for in-print books, including those with processing as described in Provisions B, C, and D.	Yes	
Ability to deliver selection directly to our new Library location during City operating hours (Monday – Friday).	Yes	
Provide electronic email notification of cancelled orders or backordered titles on a monthly basis.	Yes	
Contractor staffing available for assisting with Opening Day Collection delivery, scheduling, shipment, and unboxing.	Yes	

Provide electronic email notification of unfilled, delayed and direct only orders within five days of order receipt.	Yes	
Separation of invoices corresponding to single accounts (will not mix accounts on an invoice).	Yes	
Provide one original invoice and a packing list sent with the shipment.	Yes	
Provide electronic copy of packing list for each shipment.	Yes	
Project Manager assigned to City account to oversee all aspects of customer care.	Yes	Nancy Boeckstiegel nancyb@hellocpi.com
Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.	Yes	(800) 230-1279 cs@hellocpi.com
Acceptance of returns, including but not limited to, Contractor error and defective material.	Yes	
Contractor pays return shipping on all accepted returns.	Yes	
Service charges will not be incurred for cancellations or returns.	Yes	

In addition to the Contractor Services requirements listed above, please respond to the items below.

1. Provide a list of publishers outside of the U.S.A. that you have supplied to United States Customers. The main publisher we use that ships outside of US is Scholastic Canada

   Provide a complete and current list of publishers (including the Big Five), producers, and distributors with which you have supply agreements and indicate the discount. Indicate if you have exclusive distribution rights.
   Please see publisher page in the proposal.

   a. Do your publishers include Shadow Mountain and Covenant Communications, Inc? Shadow Mountain - Yes
      Convenant - Not currently, but we're open to adding them as a publisher
2. Provide a list of all publishers you charge a service fee to provide, including the amount of charge per volume.
   N/A
3. Describe further costs, if any, to those listed above. Also include cost

incentives, if any.

N/A

Provision B Collection Development

DESCRIPTION	YES or NO	CONTRACTOR NOTES
Include online collection development software with sufficient logins for City needs at no extra cost.	Yes	
Provide unlimited number of logins. If logins are limited, Contractor will identify and provide the maximum number allowed at no extra cost.	Yes	
Include customized collection development services at no extra cost.	Yes	
Provide auto-ship or automatic ordering plans (E.g. star-reviewed titles, best-sellers list).	Yes	
Contractor website that provides electronic real-time web-based interface to its inventory and warehouse availability, including the ability to show quantities of items in stock, on order by warehouse location, pre-pub, out-of-stock, out of print, and "apply direct" titles.	No	Although our website does not offer real-time inventory our website is updated daily to provide customers will current available titles that supply so that titles that our out of stock or out of print are removed from our selection

In addition to the Collection Development requirements listed above, please respond to the items below.

1. Describe any additional value-added services provided.

   Additional Collection Development services available to Saratoga Springs:
   - Custom curated collections
   - Re-Opening collections
   -Summer Reading
   -Special programming support

Provision C Cataloging

DESCRIPTION	YES or NO	CONTRACTOR NOTES
Provide full MARC records for all items, including pre-pub materials, brief MARC not accepted.	Yes	
Ability to catalog materials to City specifications, including customized MARC records with item level 949 fields.	Yes	
Ability to directly input catalog records into the City's ILS.	Yes	
Ability to provide customized spine label cutter instructions in an electronic order that override standard spine label cutter instructions.	Yes	
Capability to implement City's word-based classification system for Picture Books.	Yes	
Capability to implement City's level based classification for Early Readers.	Yes	
Ability to assign call numbers using word-based translation key for Picture Books and Early Readers.	Yes	
Capacity to order all copies of a title at once regardless of classification system used (Dewey or word-based).	Yes	

In addition to the Cataloging requirements listed above, please respond to the items below.

1. Provide the following:
   a. Source of MARC records. Please see answer to Question #2
   b. Sample of typical MARC record.
   c. Outline of delivery method for MARC records to customer.

      MARC records will be delivered via email or FTP, per the CIty's preference.
2. Given the City does not accept brief MARC records, describe the cataloging process for materials without existing full MARC records.

   Catalog records are compiled in house either by copy or original cataloging. Data is sourced from publishers, vetted online sources, LOC, OCLC or book in hand. We are an OCLC WorldCat vendor partner.
3. City uses a customized word-based classification system for Picture Books and level based classification for Early Readers. Describe your experience working with other libraries which have implemented a word and/or level based classification system.

   We work with a handful of public libraries that have unique classification systems. Our team of catalogers maintain your library's specifications to ensure that your customized collections follow the same call numbers across series / levels. Customers are able to apply special collection codes, add notes/instructions, and utilize our online gridding section to assign subjects and sub-subjects. Our team of catalogers will be able to assess collections, assign neighborhoods and streets for library approval. We are happy to provide processed samples as needed.

Provision D Processing

PRINT MATERIALS PROCESSING				
COST	**DESCRIPTION**	**SUPPLIER**	**PLACEMENT**	**LIBRARY NOTES**
	Clear plastic jackets	Contractor		Only for hardcover books.
	Lamination	Contractor	Entire Cover. No allowance for ¼ inch margins.	Only for paperback books.
	Contractor encoded RFID Tag	Contractor	Inside back cover (under dust jacket when possible), ½" from spine.	
	Barcode	Contractor	Back cover, upper left, 1" from left edge and ½" from top edge. Placed under clear plastic jackets for hardcover books, and on top of the adhesive plastic cover for trade paperback books.	No duplicate barcodes on any materials.
	Barcode protector	Contractor	Over barcode.	Only for non-dust jacketed hardcover books.
	Spine label	Contractor	Lower part of the spine; 1/4" from bottom edge.	Label Size: Either a White Foil 1-1/2" X 1-1/8" or white foil 1-1/4" X 3" with a call number and/or cutter (See Appendix C for details).

	Spine label protector	Contractor	Over spine label.	Only for items with no clear plastic jackets. Not utilized for early readers.
	Colored spine label protectors	Contractor	Over spine label.	Only Early Reader materials.
DVD PHYSICAL PROCESSING				
COST	**DESCRIPTION**	**SUPPLIER**	**PLACEMENT**	**LIBRARY NOTES**
	Encoded RFID Tag	Contractor	Reverse of artwork.	All materials.
	Saratoga Springs Public Library Property label with barcode (Donut style)	Contractor	Center of disc.	All materials.
	Case transfer for single/double DVD	Contractor	N/A	As needed.
CD PHYSICAL PROCESSING				
COST	**DESCRIPTION**	**SUPPLIER**	**PLACEMENT**	**LIBRARY NOTES**
	Encoded RFID Tag	Contractor	Reverse of artwork.	All materials.
	Saratoga Springs Public Library Property label with barcode and disk numbers (Donut style)	Contractor	Center of disc.	All materials.
	Case transfer CD	Contractor	N/A	All single and double-disc items.
ADDITIONAL STICKERS INCLUDED, BUT ARE NOT LIMITED TO THE FOLLOWING: **(See Appendix C for list of stickers by collections.)**				

COST	DESCRIPTION	SUPPLIER	PLACEMENT / LIBRARY NOTES
	NEW	Contractor	Placement: Centered on spine, above the call number, as close to bottom of spine as possible and OVER the spine label protector/clear plastic jacket.
	SPANISH or CHINESE (various)	Contractor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket.
ACCOMPANYING PROCESSING MATERIALS INCLUDED, BUT ARE NOT LIMITED TO THE FOLLOWING:			
COST	**DESCRIPTION**	**SUPPLIER**	**PLACEMENT / LIBRARY NOTES**
	HUB Label with item ID number.	Contractor	Attach to any CDs or DVDs.
	Clear CD/DVD pocket	Contractor	Use only if item is not attached, then place on inside front cover, centered; if pertinent information is on inside back cover, move to back flyleaf or back of last page. DO NOT overlap with RFID tag.
	Picture Book Neighborhood Label	Contractor	Affixed to spine above the call number, and UNDER the spine label protector/clear plastic jacket.
	Early Reader Leveling	Contractor	Affixed to spine over call sticker and under clear plastic jacket (if applicable). See Appendix D: Additional Stickers for information.

Appendix A: Saratoga Springs Professional Services Agreement

SARATOGA SPRINGS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1 day of July, 201__, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Children's Plus, Inc.("Contractor"), 1387 Dutch American Way, Beecher, IL 60401 [insert address].

PURPOSE: The City desires to obtain contracted services from an experienced professional for the purpose of collection development including a separate opening day collection ("Project"). The City issued a Request for Proposals describing the services in more detail, a copy of which is attached as **Exhibit A** and incorporated as a part of this Agreement. The Contractor has submitted a proposal for services to be performed, including Fee Proposal and timeline, which are attached to this Agreement as **Exhibit B** and incorporated as part of this Agreement. Contractor has considerable experience and the ability to perform the services required herein. The City has selected the Contractor to provide such consulting and professional services in an experienced, professional, and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Contractor's Proposal, including the Contractor's Fee Proposal. Contractor represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT TERMS

1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.

1.1. Nature and Location of the Project. The Project and scope of work is set forth in the Request for Proposal dated 5/17/24, as attached hereto as **Exhibit A**, and Contractor's Proposal, as attached hereto as **Exhibit B.** To the extent that this Professional Services Agreement document conflicts in any way with **Exhibit A** or **Exhibit B**, the Professional Services Agreement shall control. To the extent that there is a conflict in the terms of **Exhibits A and B, Exhibit A** shall control.

1.2. Services of Contractor. City hereby agrees to retain Contractor, and Contractor hereby agrees to perform the following services:

1.2.1. Contractor accepts professional responsibility to provide the professional services as provided in Exhibit A and Exhibit B. Contractor agrees that upon becoming aware of any fault, defect, or deficiency in Contractor's work, Contractor shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Contractor shall provide periodic progress reports throughout the Project.

1.2.3. Contractor shall assign or designate Nancy Boeckstiegel as Contractor's Project Manager. He/she or his/her successor as Contractor's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Contractor's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. All utilities identified by reasonable record search by the Contractor within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Contractor will use its best efforts to prevent defects or deficiency in the Project work. Contractor will promptly correct and notify the City Representative of any defects or deficiency in the Project work.

1.4. Reviews and Interviews. City requires the Contractor to meet with the City Representatives or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the Needs Assessment and designs.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 *"Basic Services"* shall mean all services of Contractor including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 *"Additional or Special Services"* shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Contractor without such prior written authorization shall be performed at Contractor's sole risk.

1.6 Standards of Performance: The Contractor shall perform its services in a manner consistent with any and all applicable professional and technical standards for professional work of this nature. The Contractor shall also conduct itself in accordance with the most recent edition of Utah Contractor Licensing Act Rule and all applicable professional and ethical standards for Contractors.

2. BASIC SERVICES. The Contractor's Basic Services for the project are described in the proposal attached as Exhibit B.

3. CITY'S RESPONSIBILITY

3.1. Information. City Representatives or other representatives will be made available for interviews or reviews as needed and at such other times as the Contractor shall reasonably request. The proposed design and Contractual services for the Project, which cannot be exceeded, are as provided in EXHIBIT B.

During the design of the Project, the City shall provide the following information to the Contractor, which Contractor shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- Project property description and size
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction
- Any other information maintained by the City which the Contractor requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way line work in CAD format and all other documentation already gathered and prepared by the City relating to the project site.

3.2. Notice to Proceed. The City will notify the Contractor in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Contractor and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Contractor's services.

3.4. Extension of Time. Should the Contractor advise the City in writing of the existence of causes over which Contractor has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect, or Deficiency. If the City becomes aware of any fault, defect, or deficiency in the Project, it shall give prompt written notice thereof to the Contractor.

4. DESIGN STANDARDS.

4.1. Compliance with and Identification of Applicable Design Standards. The Contractor shall provide designs and specifications for the Project and public safety buildings that meet or exceed the most recent edition of the International Building Code, Adopted Local Building Codes, City's current Design Standards and Specifications, and other standard specifications as they may apply. If City becomes aware of any failure of Contractor's design or plans to conform to such standards, it shall promptly so inform the Contractor. Contractor shall then have 7 calendar days to cure such defect.

Contractor shall submit copies of reports, plans and specifications, and prepare final drawings to the scale and in the detail specified by the City as follows:

> Drawings shall be computer generated in AutoCAD and PDF format. Design drawings and record drawings will be provided to the City in both hard copy and on computer disks compatible to the City's computer system.

4.2 Records. Upon termination of the Agreement, Contractor shall deliver to the City, in an orderly and expedient manner and within 30 days, all records, documentation, record drawings and materials prepared for or belonging to the City.

5. COMPENSATION.

5.1. Total Fees. Except for authorized Additional or Special Services, the total

compensation payable to the Contractor by the City for the services described in this Agreement shall not exceed the Lump Sum Fee as per Exhibit “B.” Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Contractor as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Contractor of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the schedule set out on **Exhibit “B,”** attached hereto. The City shall make payment to Contractor within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Contractor" must be authorized in advance and in writing by the City Representative. A summary showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in that summary, and, except as reasonably necessary to comply with the terms of this Agreement, the Contractor shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Contractor in writing that the estimated cost therefore has been increased. Additional sets of reduced scale drawings shall be charged at actual cost of printing and mailing. Contractor shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the schedule set out on **Exhibit “B,”** attached hereto. The City shall make payment to Contractor within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.3 Inspection/Audit.

5.3.1. Obligation to Maintain Accounts and Records. Contractor shall maintain for three (3) years all books, documents, papers, accounts, time sheets, and other records pertaining to Contractor's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. City's Right to Inspect Work and Records. Contractor shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract for the inspection of the City and its duly-authorized agents and employees. Such inspection, review, or audit may be made by the City at any time during normal working hours and without notice. Contractor agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 Final Payment. Upon City's issuance of a check noted as "Final Payment," and upon Contractor's depositing, cashing, or endorsing such check, Contractor shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Contractor.

6. WARRANTIES BY CONTRACTOR. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, that it has the power to enter into and perform this Agreement, that its performance of this Agreement shall not infringe upon or violate the rights of any third party, and that its performance of this Agreement shall not violate any federal, state, or municipal laws. Contractor further warrants that it will correct any identified deficiency in its work, at no additional cost to the City.

7. PERIOD OF PERFORMANCE.

7.1. Commencement. The Contractor agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Contractor, unless noted otherwise. Contractor shall commence work on the first phase and diligently pursue said phase to completion. Contractor shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Contractor shall work diligently to the completion of the Project and any Additional Services from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Contractor

shall provide the work and services described herein in accordance with the following schedule:

- See “Work Plan and Fee Proposal” in EXHIBIT B

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the “Notice to Proceed”, the Contractor shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate, suspend, or abandon this Agreement at any time upon seven (7) calendar days’ written notice at the sole discretion of the City.

7.5.2 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Contractor for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the Project is resumed after being suspended for more than three (3) months, the Contractor's compensation shall be subject to renegotiation.

8. CITY REPRESENTATIVE. The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Contractor is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City’s Representative shall be Owen Jackson at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Owen Jackson

specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

9. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), sent by facsimile transmission, or sent by electronic mail with a Delivery Receipt, to the parties at the following addresses:

Contractor Contact Name: Nancy Boeckstiegel
Company: Children's Plus, Inc.
Address: 1387 Dutch American Way
City, State: Beecher, IL 60401
Email address: nancyb@hellocpi.com
Fax: (800) 896-7213
Telephone: (800) 230-1279

City Contact: _____
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah
Email address: _____
Facsimile: _____
Telephone: _____

10. DIRECTION OF WORK.

10.1. Written Communication. Contractor shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Contractor shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Contractor and hereby retains the right to request Contractor to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Contractor in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided in writing by the City. The written decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt of such written decision by personal service, facsimile, email, or mail, the Contractor shall serve the City a written appeal addressed to the City Representative. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Representative shall be final and conclusive.

10.4.2. If the decision of the City Representative does not resolve the dispute, the dispute shall be subject to mediation or arbitration. The Contractor may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation or arbitration take place within sixty (60) days of service of notice. The mediation or arbitration shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation or arbitration does not occur within sixty (60) days after service of notice, or the mediation or arbitration has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice. Both parties shall equally share the costs of mediation or arbitration.

11. OWNERSHIP AND USE OF DOCUMENTS.

11.1 CONTRACTOR'S designs, drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by CONTRACTOR for

City under this Agreement shall become the property of the City upon full payment of CONTRACTOR'S invoices. Any rights granted to Contractor under this Agreement shall not affect City's exclusive ownership of the work product. Contractor retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the CONTRACTOR be liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement.

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Contractor shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Contractor in the performance of the Contractor's services shall be the property of the City, and the Contractor shall, upon the request of the City, deliver such documents to the City. The Contractor may retain and use copies of the documents.

12. ASSIGNMENT, SUBCONTRACT. None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which Contractor claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Contractor explaining Contractor's claim of exemption from disclosure. The City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. Contractor specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

14. CONFIDENTIALITY. Contractor agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Contractor further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

15. INSURANCE AND INDEMNIFICATION.

15.1. Insurance. Contractor, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. The Contractor will maintain insurance coverage throughout the term of the Agreement naming City as an additional insured. Insurance coverage shall include the coverages, endorsements, and limits per current City policies.

15.2. Indemnity.

15.2.1. The Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, agents, employees, and volunteers, from and against all lawsuits, claims, damages, costs, expenses, attorney's fees, damages to property, bodily injury, personal injury, or claims for environmental impairment or pollution by reason of or in the course of performing the Work caused by any willful, negligent, or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor, or the Contractor’s violation of law, administrative regulation, breach of this Agreement, or failure of performance hereunder. The City will not be held liable for any accident, loss, or damage to the Project or City’s property prior to completion and acceptance.

15.2.2. The City, in its sole discretion, may choose to tender its own defense pursuant to Paragraph 15.2.1. In such an event, Contractor agrees to pay City's reasonable costs, expenses, and attorney's fees incurred in such defense. If City chooses to use in-house counsel, Contractor agrees that City’s attorney’s fees shall be calculated by multiplying the time spent by the average hourly rate charged by a Utah attorney having the same experience and level of expertise as City’s in-house counsel.

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

17. INTERPRETATION, COURT. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

18. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

19. SEVERABILITY; WAIVER. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

20. ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between the City and the Contractor, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

21. INDEPENDENT CONTRACTOR. Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Contractor shall not enter into any contract or commitment on behalf of City. Contractor further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

22. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

SARATOGA SPRINGS

By _____
MARK J. CHRISTENSEN
CITY MANAGER

Approved as to form:

_____
City Attorney

ATTEST:

_____
CITY RECORDER

CONTRACTOR

By _____

Title VP

ATTEST:

_____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
ss.
County of Salt Lake)

On the day of _____, 2018, personally appeared before me _____ and did say that he/she is the _____ of _____, a _____ (state) limited liability company/corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors or managing members, and said persons acknowledged to me that said corporation/LLC executed the same.

_____
NOTARY PUBLIC, residing in:

_____

My Commission Expires:

_____

EXHIBIT A

Request for Proposals

EXHIBIT B

Services to be Performed and Fee Proposal

Appendix B Saratoga Springs Public Library Cataloging Handbook

See Appendix B Saratoga Springs Public Library Cataloging Handbook

Appendix C: Call Number Samples

TYPE	EXAMPLE	NOTES
Adult Books (fiction)	**FIC** **WHITE**	Arial, Bold, Size 14 font
Adult Books (non-fiction)	**979** **WHITE**	Arial, Bold, Size 14
Juvenile Picture Books	**CELEBRATIONS** **CHRISTMAS** **WHITE**	Arial, Bold, Size 14 Classified using Picture Book City Streets and Neighborhoods. Appendix F.
Adult DVD	**DVD** **WHITE**	Arial, Bold, Size 14
Juvenile DVD	**J** **DVD** **WHITE**	Arial, Bold, Size 14
Adult Audiobook	**AUDIO** **FIC** **WHITE**	Arial, Bold, Size 14
Juvenile Audiobook	**AUDIO** **J** **FIC** **WHITE**	Arial, Bold, Size 14
Juvenile Easy Reader	**ER** **LEVEL-A** **WHITE**	Arial, Bold, Size 14

Appendix D: Additional Stickers

Below is a list of stickers currently used by the City and purchased through Demco.

Early Readers: Level-A, Level-B, Level-C, and Level-D colored label covers. Details included in the Cataloging Handbook and Appendix G: Early Readers.
Picture Book City: Colored stickers details included in the Cataloging Handbook and Appendix F: Picture Book City.

SPINE STICKERS	Product ID
YA	12800430
Biographies	12805060
Graphic Novels	12196100
New	12854250
Oversize	12803140
Spanish	12803010
COLORED LABELS FOR PICTURE BOOKS	
Black	12816350
Blue	12816360
Fluorescent Green	12816460
Fluorescent Pink	12816470
Green	12816370
Orange	12816390
Pink	12816400
Purple	12816410
Red	12816420
Sky Blue	12816430
Yellow	12816440
White	W12816450
COLORED LABELS FOR EARLY READERS	
Color-Tinted Label Protectors 1-1/4"x3-1/8" Lt Purple 250/Rl	W12813940
Color-Tinted Label Protectors 1-1/4"x3-1/8"FluorGrn 250/Roll	W13723440
Color-Tinted Label Protectors 1-1/4x3-1/8" Light Blue 250/Rl	W12813800
Color-Tinted Label Protectors 1-1/4"x3-1/8"Fluo Yellow250/Rl	W12803560

Appendix E: Board Book Categories

Board Books are cataloged based on subject into one of the following categories/subjects. Call stickers read:

BOARD
SUBJECT

Eligible Categories & Subjects

123
ABC
Animals
Bedtime
Colors
Dinosaurs
Fairy Tales
Family
Favorites
Feelings
First Words
Holidays
Insects
Languages
Learning
Movement
Nursery Rhymes
Opposites
Religious
Seasons
Shapes
Songs
Vehicles

Appendix F: Picture Book City

Picture Book City – Overview

In Picture Book City, books are organized by subject first, sub-subject second, and then author's last name. For easier understanding, we call these subject organizations "Neighborhoods" and sub-subjects "Streets."

A typical Picture Book City call number reads like this:

CONCEPTS
ABC
BRYANT

In this example, "Concepts" is the neighborhood, "ABCs" is the street. Author's last name is always on its own line, under the neighborhood and street.

Not every book in Picture Book City has a street. In that case, please shelve these more general titles before you shelve any books with a street. For example,

Concepts		**CONCEPTS**
		ABC
Bryant	would come before	**BRYANT**

Special Shelving, Sections, and Rules:

Character Books

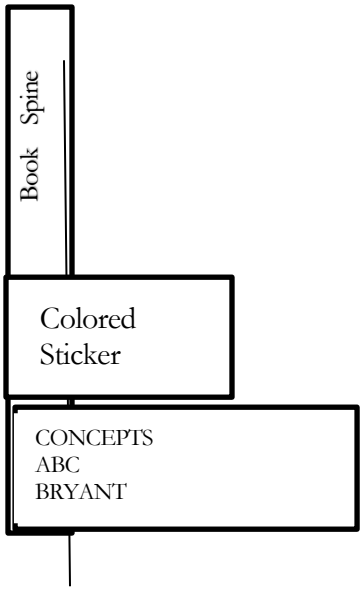
All of these books are located in the Favorites Neighborhood.
Popular Characters: Arthur, Barbie, Barney, Batman, Blue, Caillou, Clifford, Diego, Dora, Eloise, Hello Kitty, Magic School Bus, Olivia, Sesame Street, Spiderman, Spongebob, and Thomas the Train.

Disney Section

Books in the Disney Neighborhood will be alphabetized by the author's last name.

Current Neighborhoods and Streets:

Neighborhoods	Streets	Sticker
Bedtime		Purple
Celebrations	Christmas, Easter, Halloween, St. Patrick's Day, Thanksgiving, Valentine's Day	Blue
Classics and Songs	Fairy Tales, Folk Tales, Rhymes, Songs, Mythology	Light Green
Concepts	123, ABC, Colors, Shapes, Imagination	Orange
Disney	Princesses	Pink
Espanol	Picturebook	Spanish Yellow and Red
Favorites	Awards	Yellow
Growing Up	Baby, Family, Feelings, Friendship, Health, Jobs, Loss, Manners, School	Light Blue
Nature	Bugs, Dinosaurs, Farm, Forest, Ocean, Pets, Seasons, Space, Zoo	Green
Religious		Red
Stories	Historical	Light Pink
Transportation		Black
Audio PictureBook		White



Appendix G: Early Reader Levels

Early Reader Leveling Process and the details are outlined in the Cataloging Handbook.

This process occurs prior to cataloging. One person will level all of them so it is consistent.

• ER LEVEL-A have approximately one sentence per page AND have a light blue label cover.
• ER LEVEL-B have approximately two sentences per page AND have a yellow label cover.
• ER LEVEL-C have approximately three sentences per page AND have a light purple label cover.
• ER LEVEL-D have approximately four or more sentences per page AND have a fluorescent green label cover.
• Anything with chapters moved into the Juvenile Beginning Fiction or the Juvenile Beginning Non-Fiction areas.

Saratoga Springs Public Library

Cataloging Handbook

Library Assistant: Isabella Bailey-Palafox

Rev. 09/30/2024

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Welcome

Prior to cataloging, please understand that it requires extensive knowledge about the Koha ILS software. In addition to this brief version about the steps that we use for copy cataloging, there are tutorial videos by Koha. Refer to https://bywatersolutions.com/education or the training links to the left when you are logged into koha.

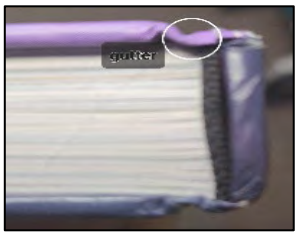
It is critical to catalog as accurately and completely as possible. Accuracy ensures that all items are easily found in the catalog, in the library by patrons and library staff, and determines characteristics and checkout privileges of each item.

When cataloging and processing, prioritize your work by items that have holds first, and then new releases. After that, try to keep like items (i.e. books, DVDs, picture books) together to catalog and process at the same time.

Pre-Cataloging Processing

Generally, the barcode/item ID is placed horizontally on the top right corner of the back cover. The property stamps are placed on the title page where it can be readily seen. If the ink on the title page is too dark or if there is not a large enough space, place the stamp at the bottom right corner of the front fly page. RFID security tags are placed on the inside back cover, or if a book has a dust jacket cover, it is placed on the back cover under the artwork. Below are notes about processing different types of items. Call labels are placed toward the bottom of the spine, above the tail.

Note: When placing any label, label cover, and/or RFID security tag, ensure that the label is far enough away from the hinge that the label will not bend or curl (approximately one inch). If the label must cover the "gutter" (*see* Example 1), ensure that the label follows the contour of the gutter, instead of laying straight across the tops of the gutter.



Example 1

Books with a Dust Jacket Cover:

- Barcode/Item ID- Place directly onto the artwork on the back, top right corner.
- RFID security tag- Place on the back cover of the book, under the dust jacket.

Vendor-Laminated Books:

- Barcode/Item ID- Place on the back cover at the top right corner on a full flat surface.
- RFID security tag- Place on the inside of the back cover, ideally near the bottom left corner.

Paperbound Books without Lamination (To Be Laminated by Staff Member):

- Barcode/Item ID- Place on the back cover at the top right corner on a full flat surface. Send to Mending/Cataloging to have the cover laminated. Spine labels are placed after books are laminated.
- RFID security tag- Place on the inside of the back cover, ideally near the bottom left corner.

Hardcover Books (No Dust Jacket Cover):

- Barcode/Item ID- Place on the back cover at the top right corner on a full flat surface. Be sure that the clear label cover, as well as the barcode sticker, clear the hinge/gutter (to help avoid the stickers curling up).
- RFID security tag- Place near the bottom right corner on the inside of the back cover.

DVDs, Audiobooks, and Videogames (Disc):

- Barcode/Item ID- Place directly onto the artwork on the back, top right corner.
- RFID security tag- Place on the inside of/under the artwork. A circular RFID tag is placed on the center of the disc.
    - If there is one disc, place the circular RFID tag on the disc.
    - If there is more than one disc and the discs aren't touching or stacked on top of each other (plastic divider between them AND staggered), place a circular RFID tag on each disc.
    - If there is more than one disc and the discs are touching (usual facing each other), don't put a circular RFID tag on any of the discs.
    - For audiobooks, don't place any circular RFID tags on the discs.
- Additional ring labels are printed and will cover the circular RFID tag.

Videogames (Cartridge):

- Barcode/Item ID- Place directly onto the artwork on the back, top right corner.
- RFID security tag- Place on the inside of/under the artwork.
- Property stamp- Hand write "SSPL" on the back side of the cartridge with a silver Sharpie.

Audio Picture Books:

- Barcode/Item ID- Place directly onto the artwork on the back, top right corner.
- RFID security tag- Place a square RFID tag on the inside of/under the dust jacket and a circular RFID tag on the disc.
- Property stamp- Stamp on the inside cover or title page, where it is most visible.

Graphic Novels (That Read Right to Left or Left to Right):

- Barcode/Item ID- Place directly onto the artwork, top right corner when pulling the item off the shelf. It looks backwards, but is easier for inventory.
- RFID security tag - Place on the inside of/under the artwork.
- Property stamp - Stamp on the inside cover or title page, where it is most visible.

Kits/Games:

- Barcode/Item ID - Place on the luggage tag, below the item title and above the written item ID number.
- RFID security tag- Place on the back of the luggage tag, next to the photo taken of the item.

Library of Things/Equipment:

- Barcode/Item ID - Place on the luggage tag and contents list, top right corner.

- RFID security tag- Place inside the box or under the image/artwork that is laminated into the box.

Kits, Board Games, and Library of Things

Steps to Boxing Kits, Games, and Other Materials:

(Note: All paths for the folders will be in the common drive under the "Library" folder).

1. Grab a new box that will fix the new items without smushing, but also not overly large.
2. Ask Melissa or Chelsea if a kit or a game with cards needs card sleeves.
3. Cut out the front cover of the box without cutting off any important information. Scan as jpg. format on either the copier across the hall or the copier upstairs to your work email. Also, scan any instruction sheets or writing pads in jpg. format to your work email as well, so we can replace them, if needed.
4. Once those are scanned, save them to the Cataloging – Kits Updated – Kits Pictures folder, or to the Cataloging – Board Game – Games Pictures folder, depending on the item. Put in the full title of the item followed by "scan" when you save the image of the front cover so the type of photo is known.
5. Take out all the items included in the game or kit and take a neatly organized picture of them using the green camera in the corner cabinet above the monitor behind the front desk. You may need to take multiple photos of the item because the camera has a hard time focusing. Once, you have taken the photos, plug the camera into the computer with the cord provided in the little satchel. Search for the images in "UDISK (E:)" location in the files app. Decide which image looks the nicest. You are going to need to crop that image so it can fit on the luggage tag and the contents list sheet. After the image is cropped, save it to the Kits – Pictures folder or Board Games -- Pictures folder along with "personal" after the title.

    a.
    b.
6. Put together the luggage tag that will go on the inside front of the box. Depending on the size of the item, this will either go on the lid or the front inside wall of the box. To edit a new luggage tag:
    a. Go to Canva.com and log in with the library account (if that info is needed, ask a Library Assistant or the Library Director).
    b. The template will usually be a line or two down from the Recent Designs section, but if you need to search for the folder, it's titled Kits and Games Luggage Tags.
    c. Once you find a template, click on the three small dots in the right hand corner of the preview window of the template, then select "Make a Copy". Once you

have made a copy of a template, open it and make sure to change the name of the copied template to the title of the item that you are working on.

d. On, page 1 change the title and item ID number of the tag to the current one being worked on. On page 2, delete the old personal picture and add the new personal picture by clicking Upload – Upload Files. Place the picture on the right side of the luggage tag. If you are using the back printer that is in the workroom, you will need to flip the photo horizontally and vertically also. If you are using the front printer, under the circulation desk, you won't need to flip the photo.
e. Ensure that there is enough room on the left side of the luggage tag for the RFID to be placed. You will want to leave about ¼ an inch on both of the short edges.
f. Go to Share—Download, you will want to change the "File type" to "PDF Print" and it should automatically download both pages, but check that it says "All pages (2)" under Select Pages. After everything looks correct, you can click the purple "Download" button.
g. You will see that the document downloaded successfully in the top right hand corner of your screen. You are going to want to click the Files folder on your Taskbar at the bottom of the screen and locate the document through the "Downloads" section there.
h. Once you have the document open and it looks right, save the document to Cataloging-Kits Updated-Luggage Tags folder in the common drive. Make sure the name of the file is the correct name for the item's luggage tag that you are saving.
i. Next, you are going to print it out. You will want to ensure that the "Scale (%)" option is set to "Actual size" and that the "Print on both sides" option is set to "Print on both sides, flip on long edge"?.
j. Once the luggage tag is printed, you will cut it out.
    - If the luggage tag is for a kit that is in a larger box, you can cut it out along the edges like normal.
    - If the luggage tag is for a smaller box, you will want to cut off about a ¼ an inch along both of the short edges of the tag to ensure that it will fit on the lid and have room for the laminate to actually stick to the lid properly.
k. Put the item's current item ID barcode sticker in the space above the typed item ID number on the tag.
l. Put the item's RFID tag on the back of the tag next to the personal photo.

- If it's a can or something not in a clear case, leave the back blank with no photo and put the RFID tag square somewhere on the inside wall of the container.

7. Print out a 5x7 size image of the front cover of the item and attach it, along with the luggage tag to the top of the box with laminating tape.
    a. You will want to slightly overlap the luggage tag on top of the cover image ensuring that the cover image doesn't block the picture that is on the back of the luggage tag, if it is a kit that is in a smaller box.
    b. If you are boxing a larger kit that goes in a larger box, you will just place the cover image and the luggage tag right next to each other.
8. Now try to find a stock photo of the item (from the company website that sells it or Amazon, Walmart, Target, etc.) and a description of the item (same for where to find it). Save that picture to the Kits Pictures folder with "stock" after the title.
9. Put together the contents list for the item. We will have 3 sizes for different types of items:
    a. The smallest is for things like the cans and they will have the contents list and description on one side (portrait-"hot dog"-orientation) and the stock (if one was found) and personal picture on the back. There is a Word document under the Kits Updated folder titled Kits Contents List Cans & Small Boxes where contents lists from previous items are found and can be copied.
    b. The medium is for things like Hot Dots and Literacy Center kits and they'll have the contents list, description, stock photo, and personal photo on one side. It'll just be a half-sized sheet (horizontal-"hamburger"-orientation) and the previous item style can be found in the same Kits Contents List Cans & Small Boxes Word document as the small ones.
    c. The biggest is for things like games, Library of Things, and full-sized kits and they'll have the contents list, description, stock photo and personal photo on one side. It'll be a full-sized sheet (horizontal-"hamburger"-orientation) and this style can be found in the Word document titled Kits Contents List Full Page in the Kits Updated folder.
10. A couple reminders to keep an eye out for when doing the contents lists:
    a. Remember when copying and pasting the contents list from a previous item, change the title and item ID number to the current item being worked on.
    b. The replacement costs are going to be a little different, so ask either the Library Assistant in charge of Kits or the Library Director how they want each item priced.

c. Capitalize the contents for consistency sake.
d. For the description part, if a text box is added, delete the outline so there's not a box around the text.

11. Ask the Library Assistant or the Library Director if they want any pieces in the kit or game to be laminated if it looks like it should, i.e. if the instructions are a flimsy piece of paper or a piece looks like it could get torn easily.
12. Laminate the contents list.

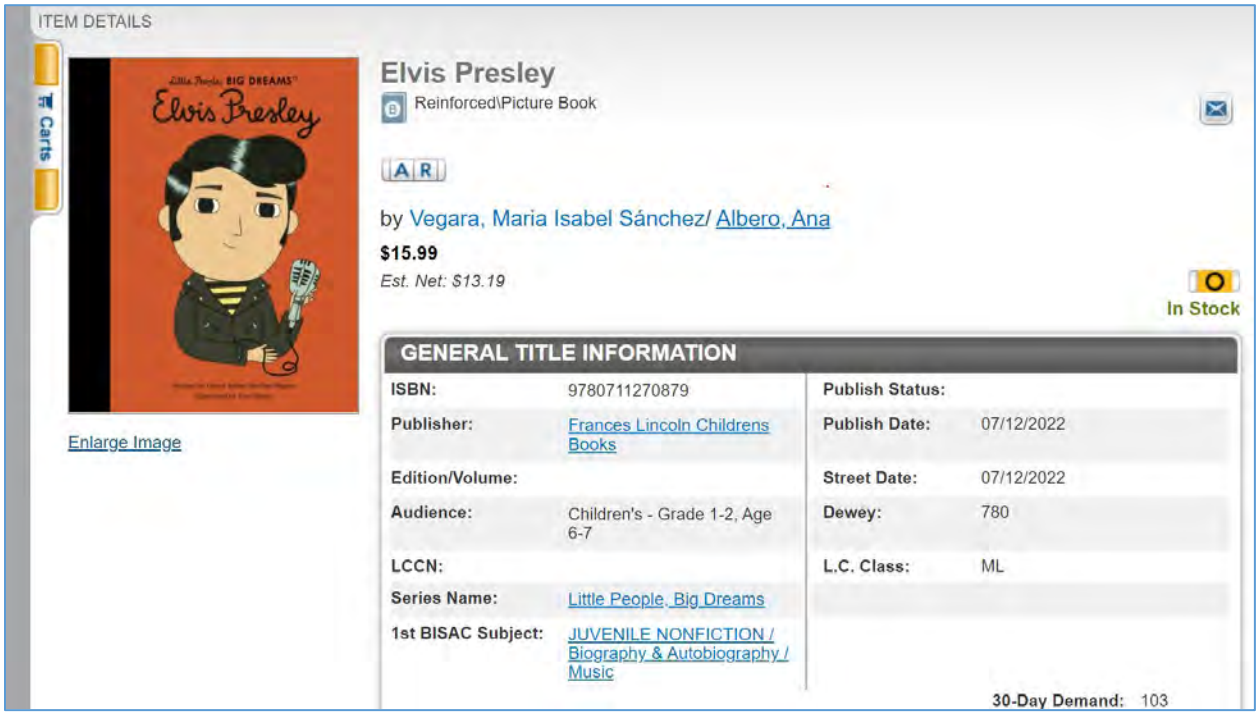
13. Once everything has been re-boxed, send to the Library Assistant in charge of Cataloging or the Library Director to update weight and/or record.
    a. The item will need a call sticker and its RFID tag activated after a record has been created. If it is an item that we own that just needed the front cover redone, weighed, and an updated, laminated contents list, it should not need a new call sticker or the RFID tag activated.

Early Reader Leveling Process

Occurs prior to cataloging. One person will level all of them so it is consistent.

- ER LEVEL-A have approximately one sentence per page AND have a light blue cover.
- ER LEVEL-B have approximately two sentences per page AND have a yellow cover.
- ER LEVEL-C have approximately three sentences per page AND have a light purple cover.
- ER LEVEL-D have approximately four or more sentences per page AND have a florescent green cover.
- Anything with chapters moved into the Juvenile Beginning Fiction or the Juvenile Beginning Non-Fiction areas.

Copy Cataloging New Item



Look up item in Baker & Taylor. Use this information to determine Collection Code, Shelving Location, and derive information needed to create the Full Call Label.

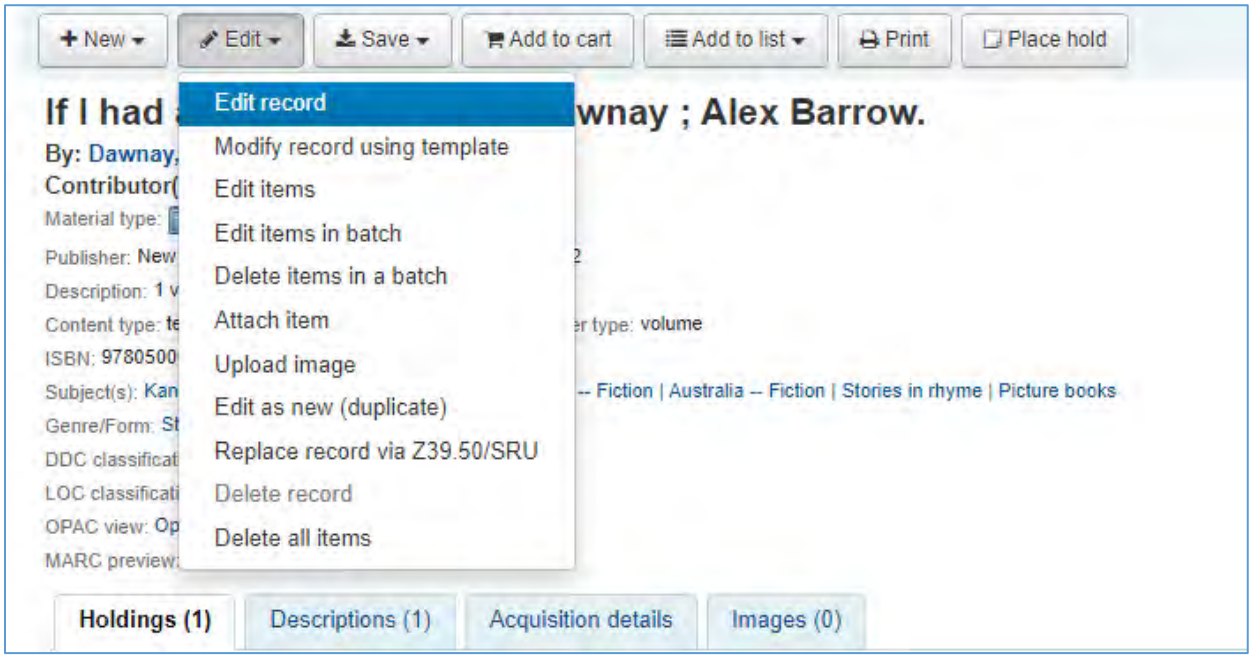
Notice:

- **By:** To determine the author's last name for the Full Call Label.
- **Publish Date:** To determine if an item is *New.* It is critical that items that are *not yet published* (usually seen by "Publish Status") not be released for check out or to fill a hold request until the day of or past this date. *New* is reserved for items that have been published within the last 4 months, depending on *New Books* shelf availability.
- **Audience:** To determine the Collection Code, Shelving Location, and ultimately the Full Call Label.
- **BISAC Subjects:** Helps determine Neighborhood and Street of picture books. Also aids in determining if an item should be shelved in a graphic novel, non-fiction, or picture book shelving location.
- **Dewey:** Identifies the Dewey number for non-fiction titles. However, it is not always correct.
    - **E in this field indicates picture books.**
    - Items listed as Picture Book under the title can be put into either nonfiction or picture books, a decision is make based on writing style.

- Note: There is only a juvenile biography shelving location that differs from Dewey.
- Dewey 741.5 is shelved in respective graphic novel shelving locations, *see* Table 1).

Scan the Item's Barcode/SKU into the "Search the Catalog" field. If nothing is found, enter the title into the same field. If nothing is found, use the Z39.50 option (*See* Z39.50/SRU).

When the holdings record pops up, edit the MARC record by selecting the "Edit" drop down menu button.



When working in the "Edit" item feature, be sure that the following lines have information. Most records will be partially filled. (When adding donations†, fill in all of the below fields.)

Fill in lines:

7- Not for Loan: (Select "Ordered").

8- Collection Code: (*See* Collection Code/ Shelving Location Table below).*

a- Home Library: (Saratoga Springs Public Library).

b- Current Library: (Saratoga Springs Public Library).

c- Shelving Location: (*See* Collection Code/ Shelving Location Table below).**

New is selected in the case that an item is published within the last 4 months. Though, this may be shortened in the event that quantity of items received exceeds the *New*

Books shelf space. When determining the date to write on the *New* spine sticker, add 4 months to the month received/added.

d- Date Acquired: Determined by publication date, date received or, if a donation†, date added.

e- Source of Acquisition: View the drop down menu and select the respective source.

g- Cost, Normal Purchase Price: This is the cost from the vendor. If there is no vendor, as in the case of a donation, look up prices from Baker & Taylor and fill in the line with the lower price of the two options.

o- Full Call Number: *See* Collection Code/ Shelving Location table below under the Full Call Label column.

p- Barcode: Enter/Scan the Library's Barcode/Item ID number here.

v- Cost, Replacement Price: Round up or down to the nearest $0.25.

x- Non-Public Note: Use the line to identify specific item needs (e.g., Check for CD).

y- Koha Item Type: View the drop down menu if the description does not match the item. Make sure this line coincides with the 942 MARC field- except in the case of multi-media.

Audio Books

Audio Books:

- Audio books are books on CD, cassette, or MP3 that customers can check out to listen to the book of their choice.
- While they have varying collection codes, Adult, Juvenile, and Young Adult audio books are shelved together. Audio picture books are the exception as they are placed with the other picture books.

Audio Picture Books:

- Audio picture books are picture books that include an audio feature (CD or digital/QR code). Note the following fields are treated differently than other audio book items.
- Ensure that the following are included in the MARC record:

  000 For mixed media, put "p" as the middle character in the leader.

  300

  306

  505 (a) Formatted Contents note: *Add* "Book with CD" or "Audio accessible with QR code" or "# Book(s) & # CD(s)".

942 (c) Koha item type: *Select* “Audio Book CD Format” or “Book” (if audio is accessible with QR code only).

8- Collection code: *Select* “YOUTH”.

c- Shelving location: *Select* “Picture Book”.

x- Non-public note: *Add* “Check for Audio CD” or “QR code”.

y- Koha item type: *Select* Book.

z- Public note: *Add* “Book with CD” or “Audio accessible with QR code”.

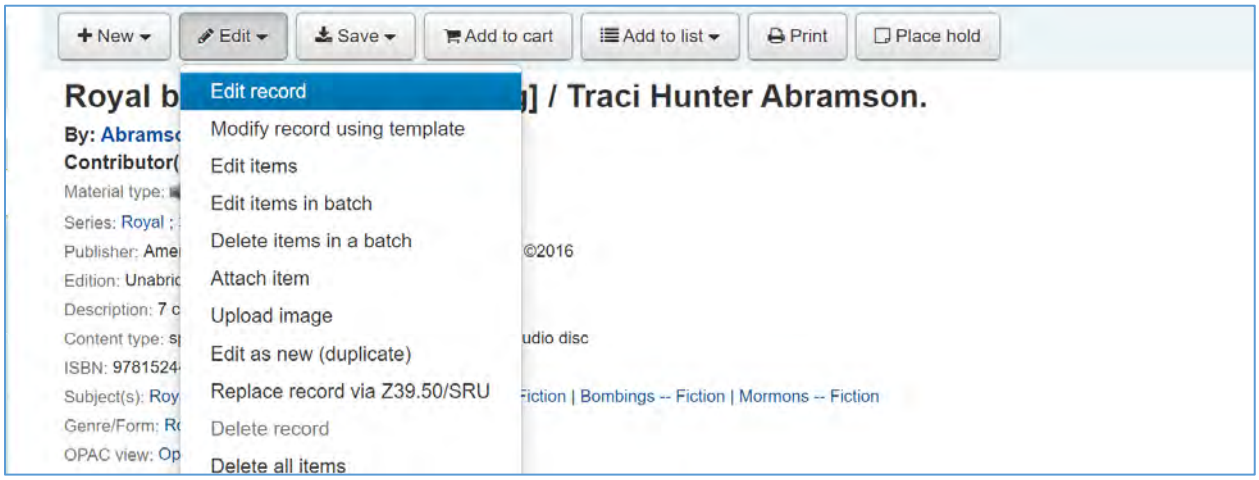
Call label: AUDIO

PICTUREBOOK

AUTHOR

Audio Book Updates to Record

The below edits are necessary to ensure audio books show a material type of “sound”:

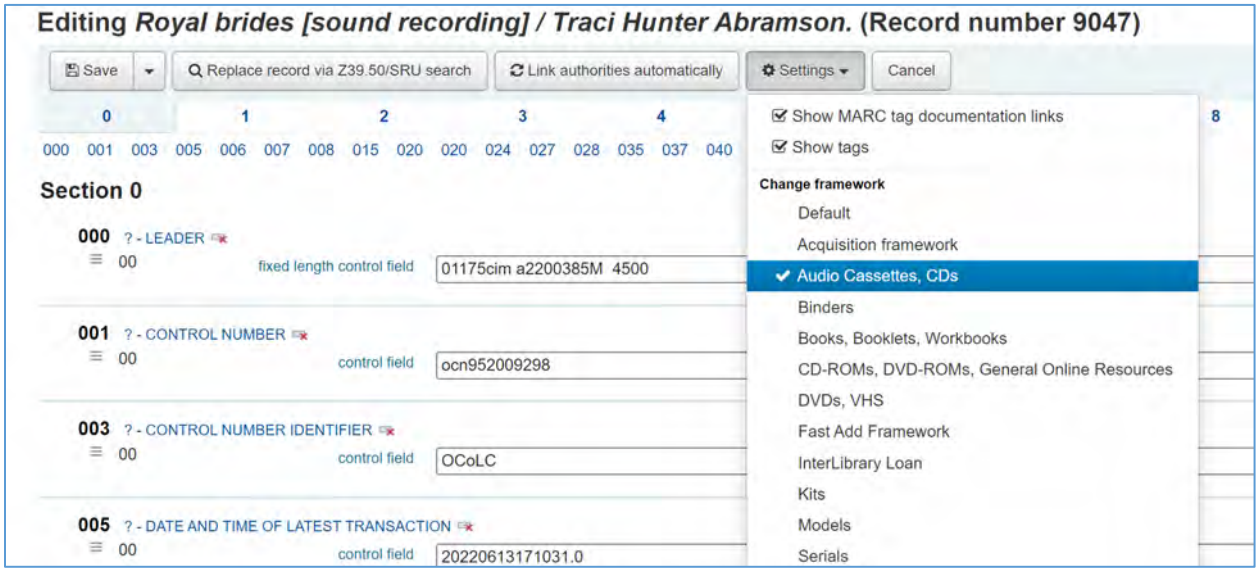




1. Change the leader to “i” where the cursor is shown below.



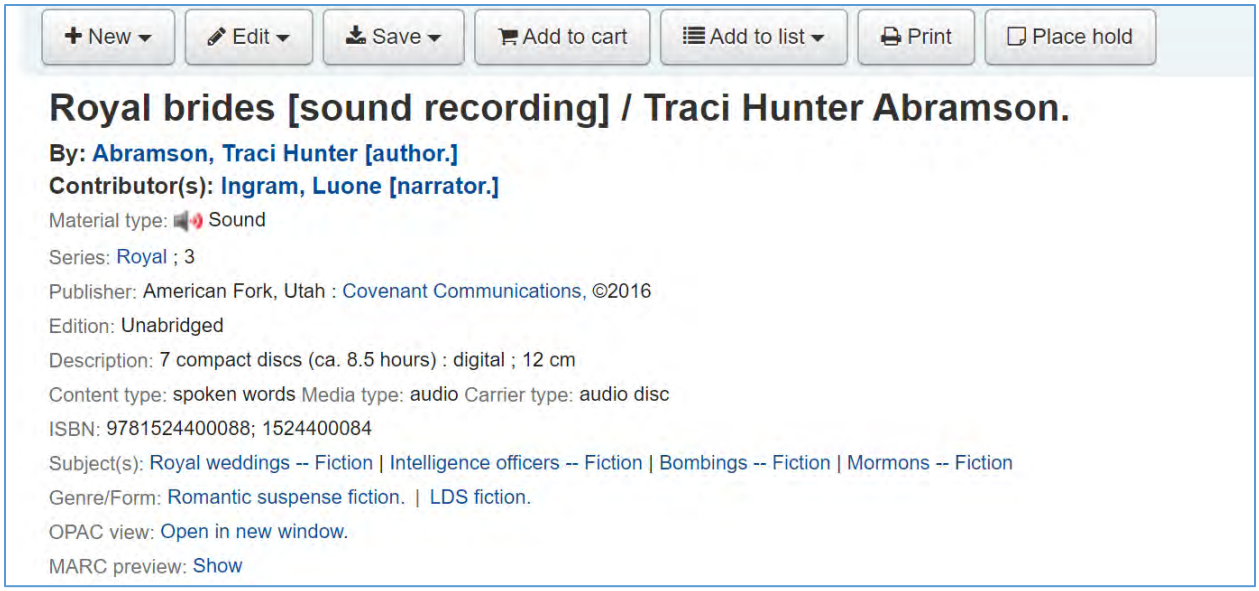
2. Select the “Settings” drop down menu and select “Audio, Cassettes, CDs”.



3. Save at the top left.



Updated record:


+ New
Edit
Save
Add to cart
Add to list
Print
Place hold
Royal brides [sound recording] / Traci Hunter Abramson.
By: Abramson, Traci Hunter [author.]
Contributor(s): Ingram, Luone [narrator.]
Material type: Sound
Series: Royal ; 3
Publisher: American Fork, Utah : Covenant Communications, ©2016
Edition: Unabridged
Description: 7 compact discs (ca. 8.5 hours) : digital ; 12 cm
Content type: spoken words Media type: audio Carrier type: audio disc
ISBN: 9781524400088; 1524400084
Subject(s): Royal weddings -- Fiction | Intelligence officers -- Fiction | Bombings -- Fiction | Mormons -- Fiction
Genre/Form: Romantic suspense fiction. | LDS fiction.
OPAC view: Open in new window.
MARC preview: Show

DVDs

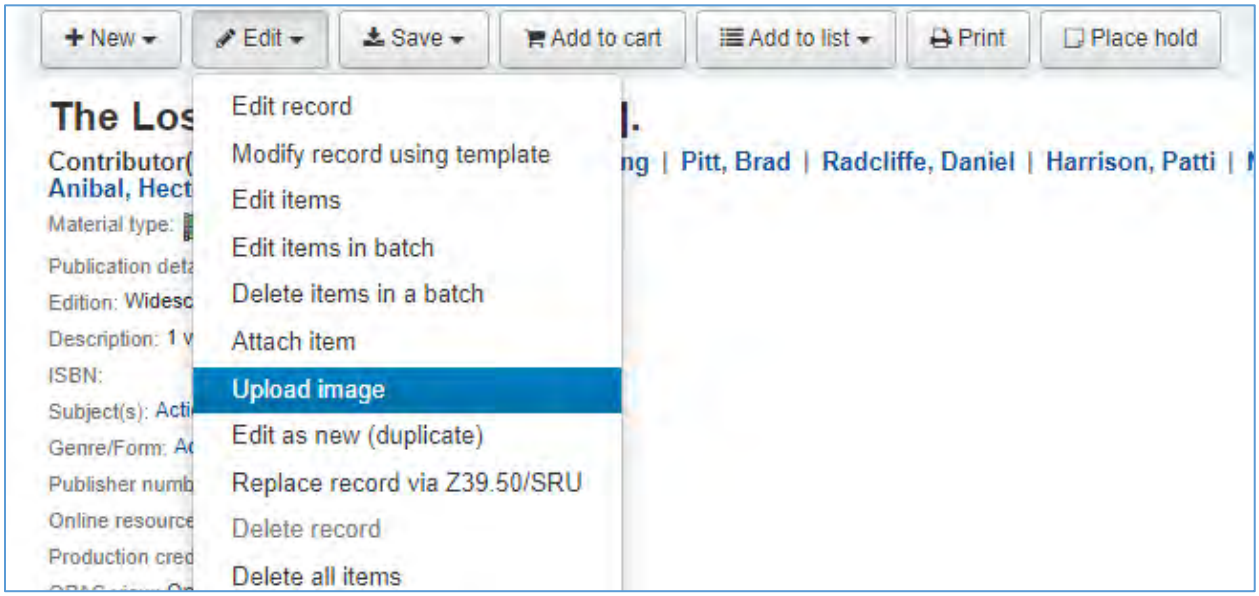
To add artwork/image to DVDs:

1. Log into Midwest Tape.
2. Scan the item SKU/barcode.
3. Right click on the respective image, select Save As…, then save/name image by title and format (e.g. lostcitydvd).

DVD Upload Image

To upload a DVD image to Koha:

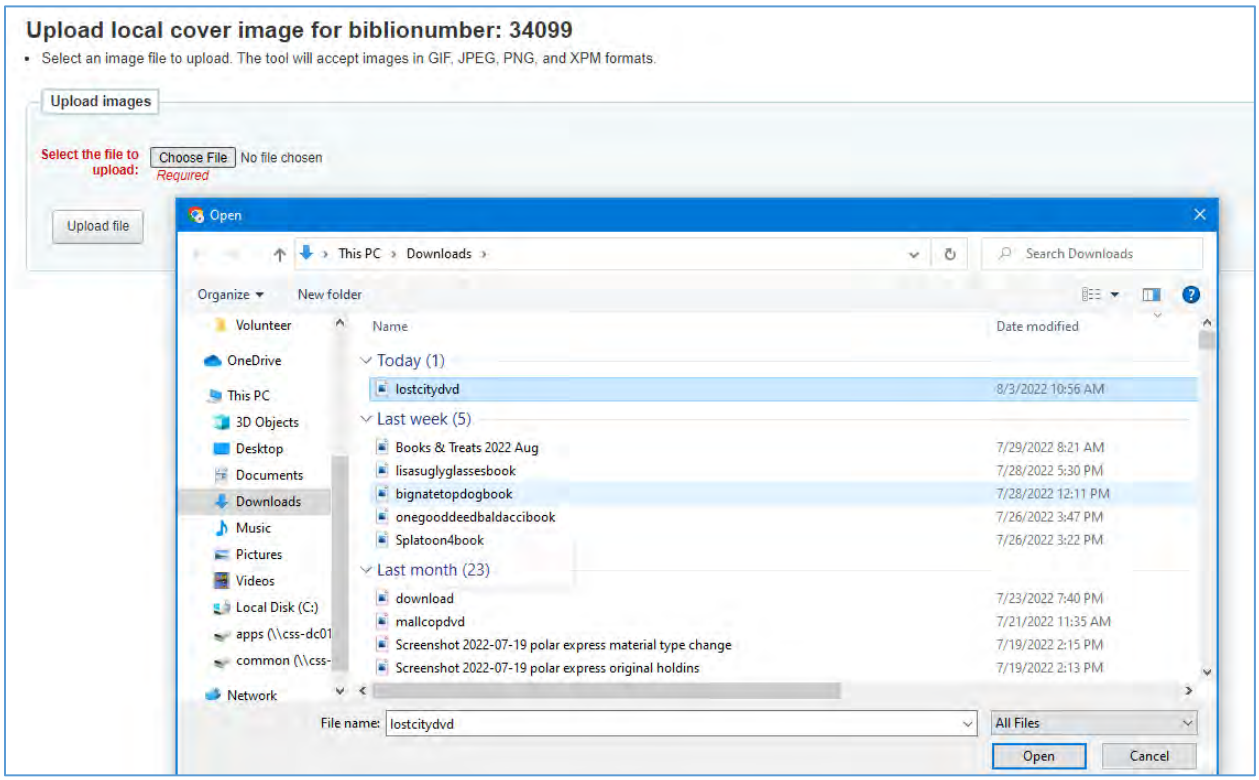
1. Log into Koha.
2. Scan the item SKU /barcode.
3. Select the “Edit” drop down menu.
4. Select “Upload image”.



5. Select “Choose File”.



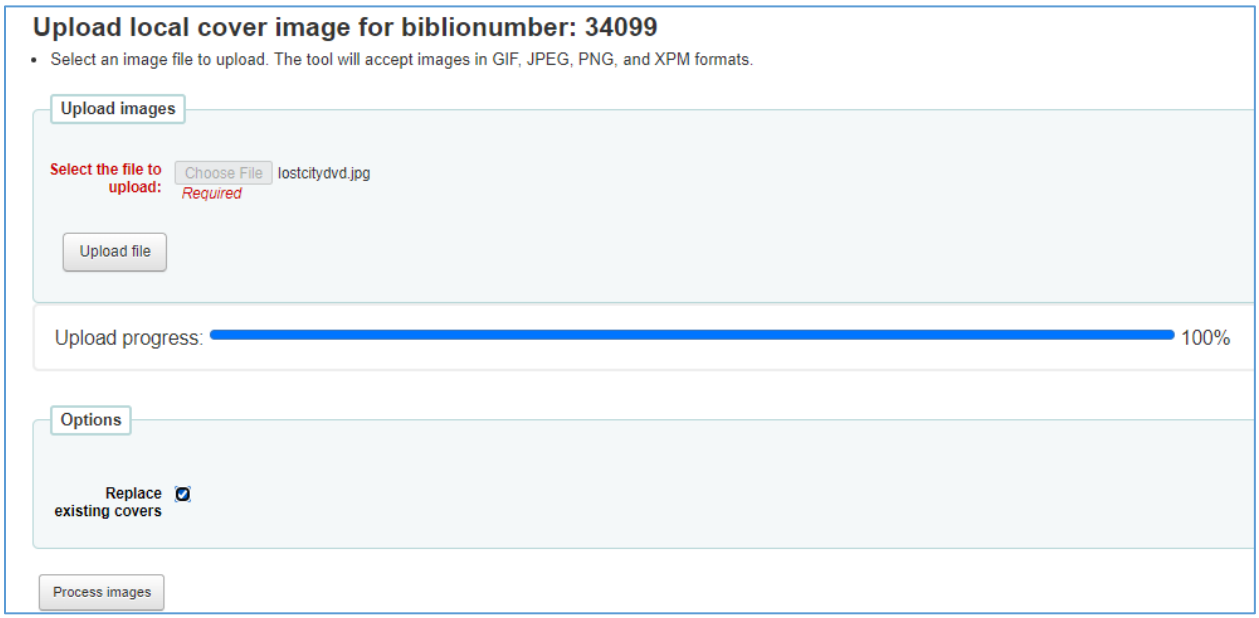
6. Select the respective downloaded image (e.g. lostcitydvd) by double clicking the title.



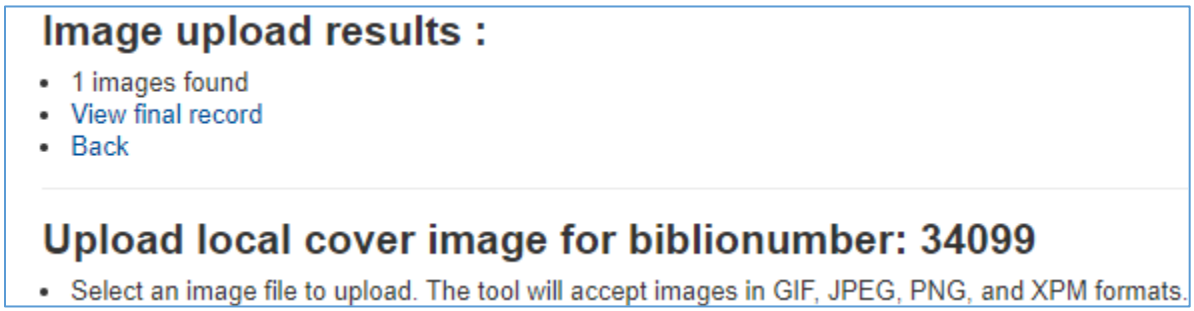
7. Select “Upload file”.



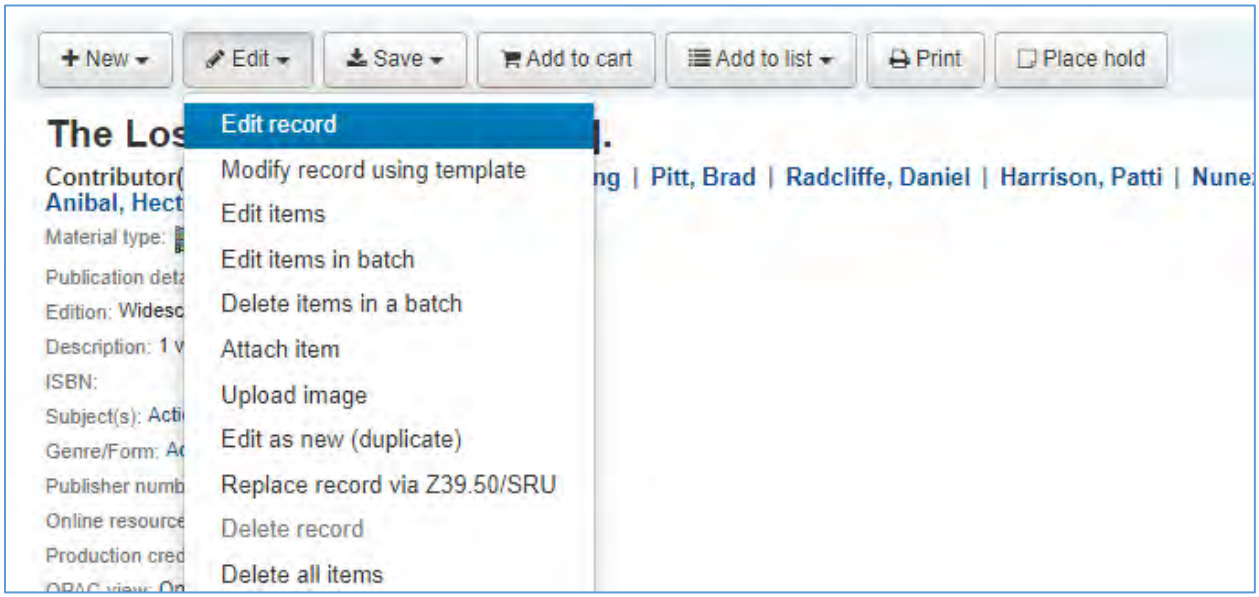
8. Select/Click “Replace existing covers”.



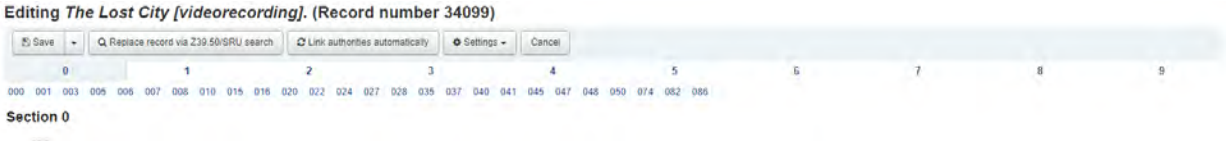
9. Select “Process images”.
10. Return to the record by clicking the “View final record” link.



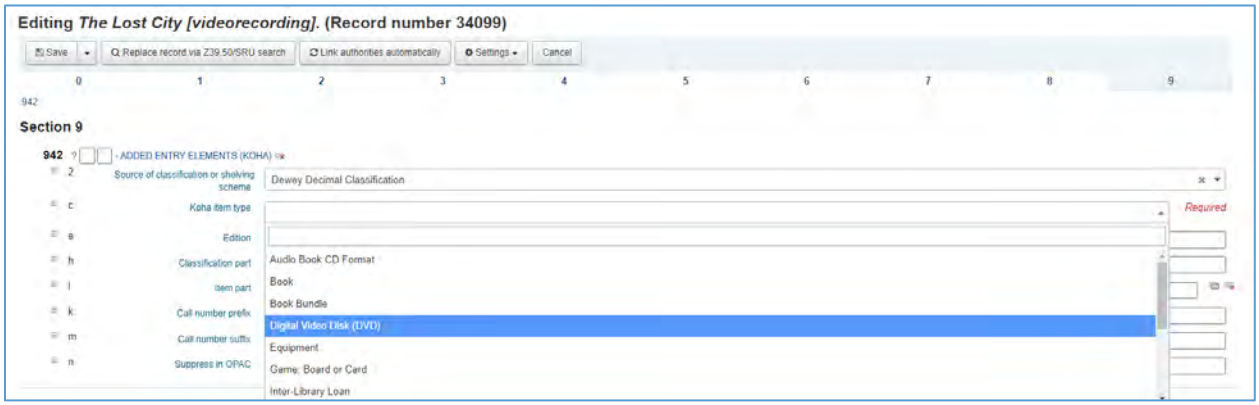
- Continue editing the record:
  1. Select the “Edit” drop down menu.
  2. Select “Edit record”.



  3. Select “9”.



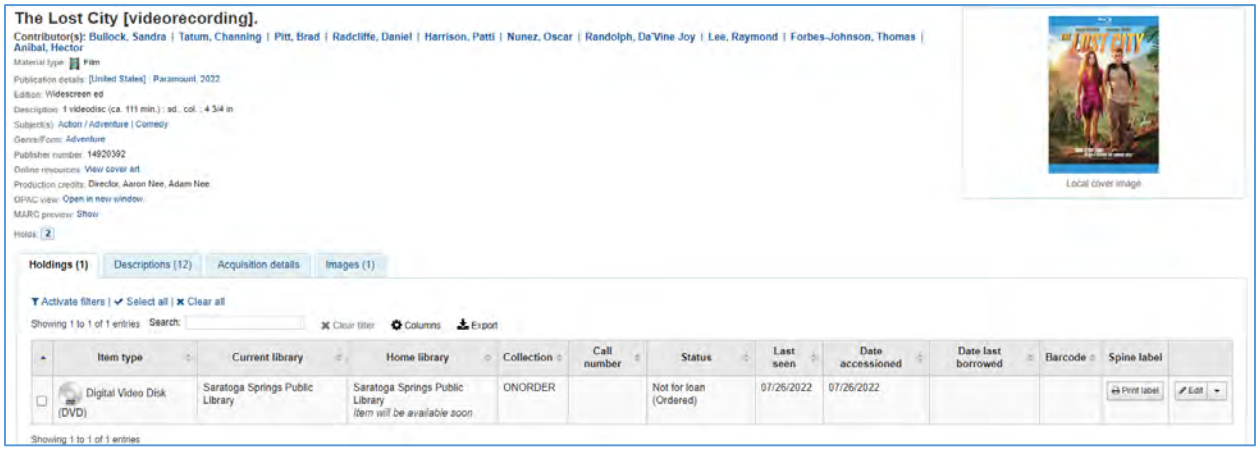
  4. Select the drop down menu in the 942 field of Section 9.
  5. In the 942 (c) “Koha item type” field, select “Digital Video Disk (DVD)”.



  6. Select “Save”.



7. Next, select the "Edit" button (not the drop down menu) on the far right of the holdings information.



8. Complete the information for the fields below:

   8- Collection code (*see* Table 1 to determine which code to select).

   c- Shelving location (*see* Table 1 to determine which code to select).

   e- Source of acquisition (most likely Midwest Tape, Amazon, or Donation).

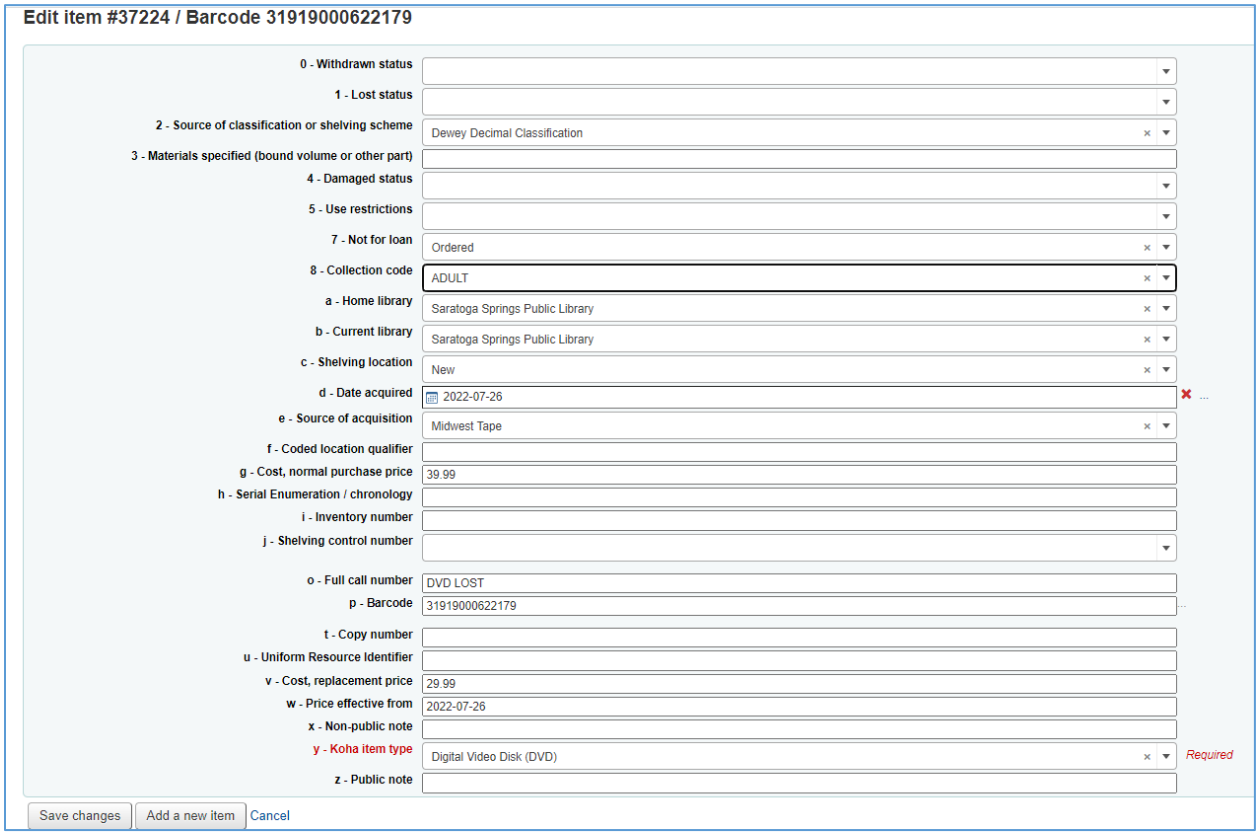
   o- Full call number (*see* Table 1 to determine respective call number).

   p- Barcode- Scan in Library Item ID/Barcode.

   (Note: Place the Library Item ID/Barcode on the top right corner of the back artwork. Cover the item SKU /Barcode with the Library Item ID/Barcode and additional blank label).

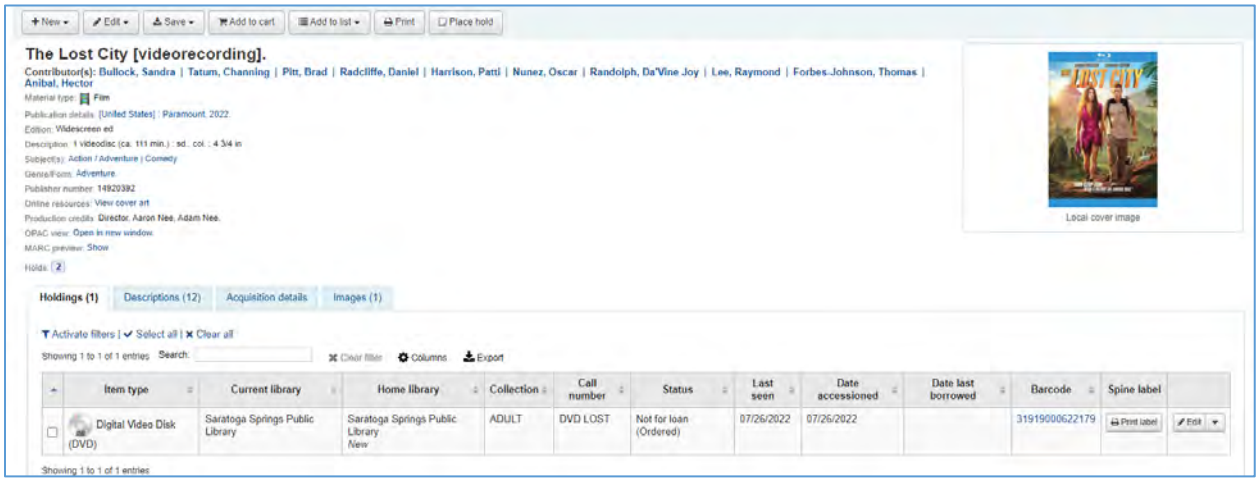
y- Koha item type: If not defaulted/selected already, select “Digital Video Disk (DVD)”.

9. Select “Save changes” at the bottom right of the screen.



10. Place the square RFID tag on the inside back of the artwork.
11. A circular RFID tag is placed on the center of the disc.
    a. If there is one disc, place the circular RFID tag on the disc.
    b. If there is more than one disc and the discs aren’t touching (plastic divider between them), place a circular RFID tag on each disc.
    c. If there is more than one disc and the discs are touching (usual facing each other), don’t put a circular RFID tag on any of the discs.

12. Click “Normal” to view and verify correct/complete data was entered.



13. Print the disc and spine labels (*see* Printing Labels).

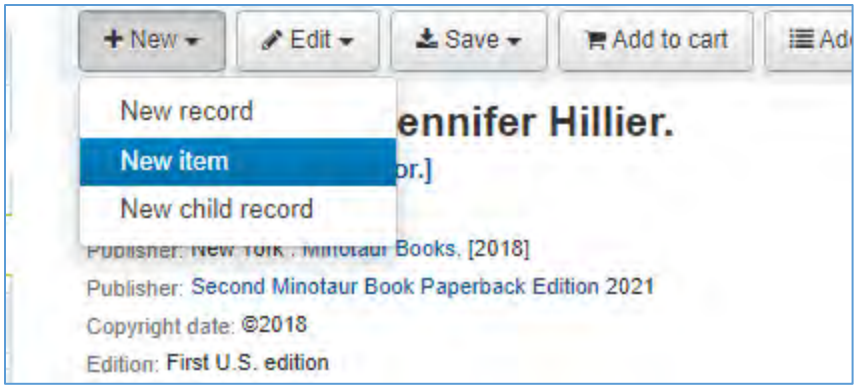
Duplicate Item

Go to “Cataloging”.

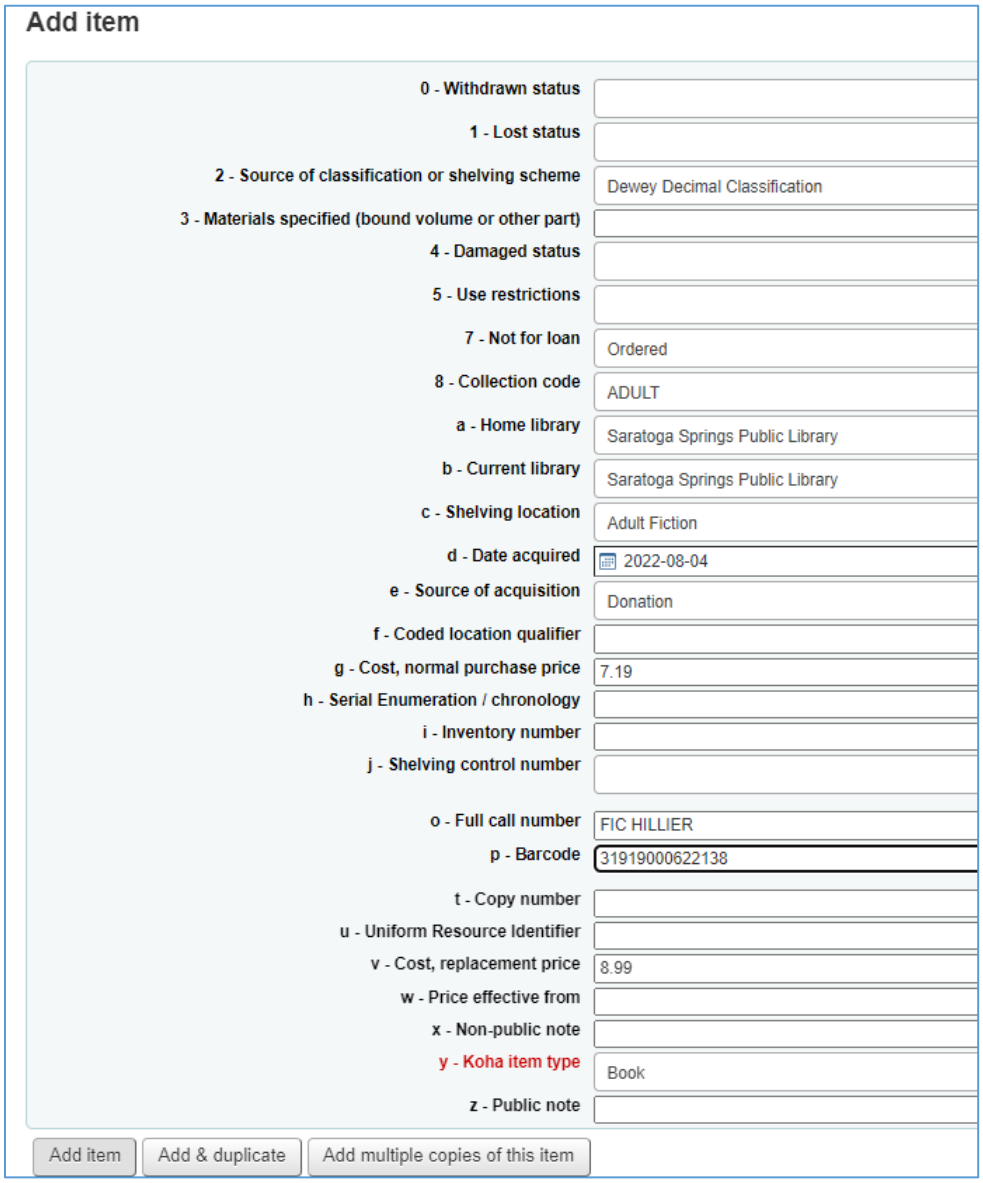


If there is a duplicate copy:

1. Enter the title in the search field.
2. Select the respective title.
3. Select “New item” from the “+ New” drop down button.



4. Fill out all of the required fields.
5. Select the “Add item” button.



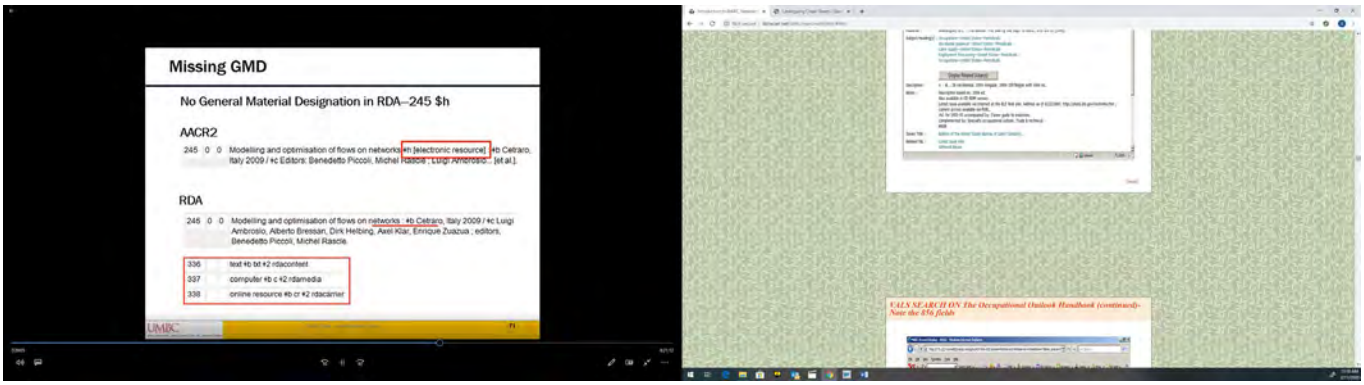
MARC Information (See Appendix A)

Search for a record to copy that has the most information available.

Remember to check for RDA when checking this information.

RDA

Check to ensure that records have the following RDA descriptions before considering if they are complete or not.



Content Type MARC 336:

A fundamental form of communication and human sense which perceives it.

Computer program, performed music, sounds, still image, text, two-dimensional moving image.

Media Type MARC 337:

A general type of intermediation device required to access content of resource.

Audio, computer, microform, projected, video, unmediated.

Carrier Type MARC 338:

A format of the storage medium and housing of carrier in combination with type of intermediation device.

Audio cartridge, computer disc, microfilm roll, film cassette, flipchart, videocassette.

655 Index Term--Genre/Form:

There is a list of frequently used genre fields that can be used to add them if they are not included.

- To find the list, copy this URL: https://www.loc.gov/aba/publications/FreeLCGFT/GENRE.pdf

Z39.50/SRU

When an item has minimal information, use the Z39.50/SRU feature to search out a more complete MARC record. When an incomplete record is found, use the Z39.50 feature to search for the most complete record.

It should have the following tags:

020 (ISBN)

040 (If not available, you can fill in “Saratoga Springs Public Library” as the transcribing agency.)

082 (Dewey Decimal Classification)

245 (Title)

336

337

338

520 (Summary)

650 (Subjects)

655 Index Term.

700 (Contributing persons, where needed.)

830 (If it’s part of a series, fill in where needed.)

942 (It is requisite that this field be filled in with the item type.)

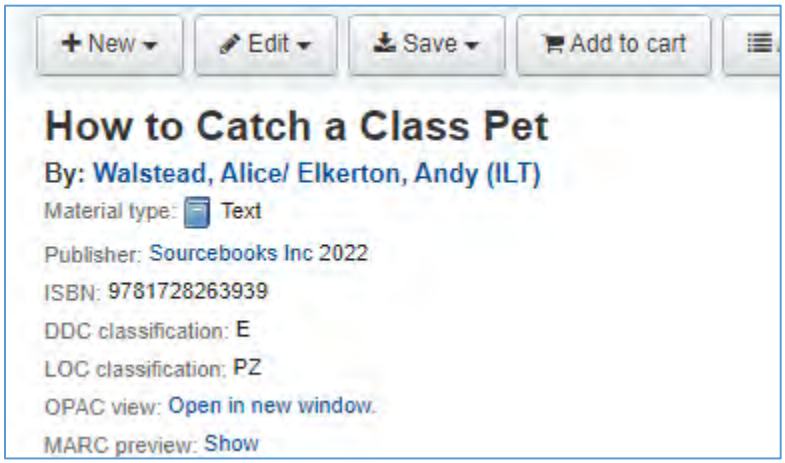
When a record is not found, as a last resort, a limited number of records are available for download from OCLC.

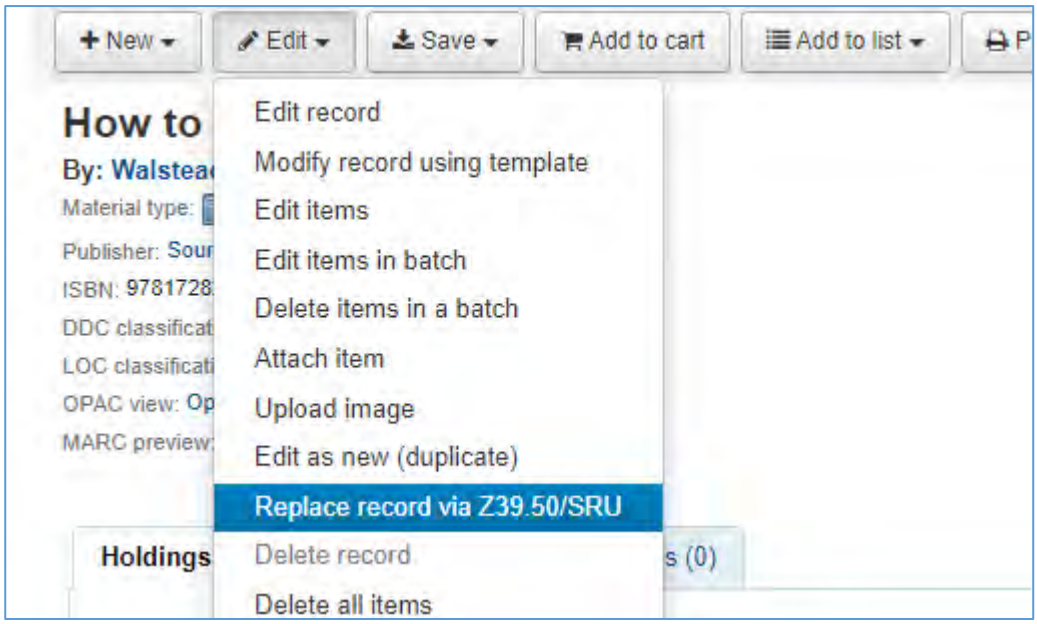
Minimal Record vs. Complete



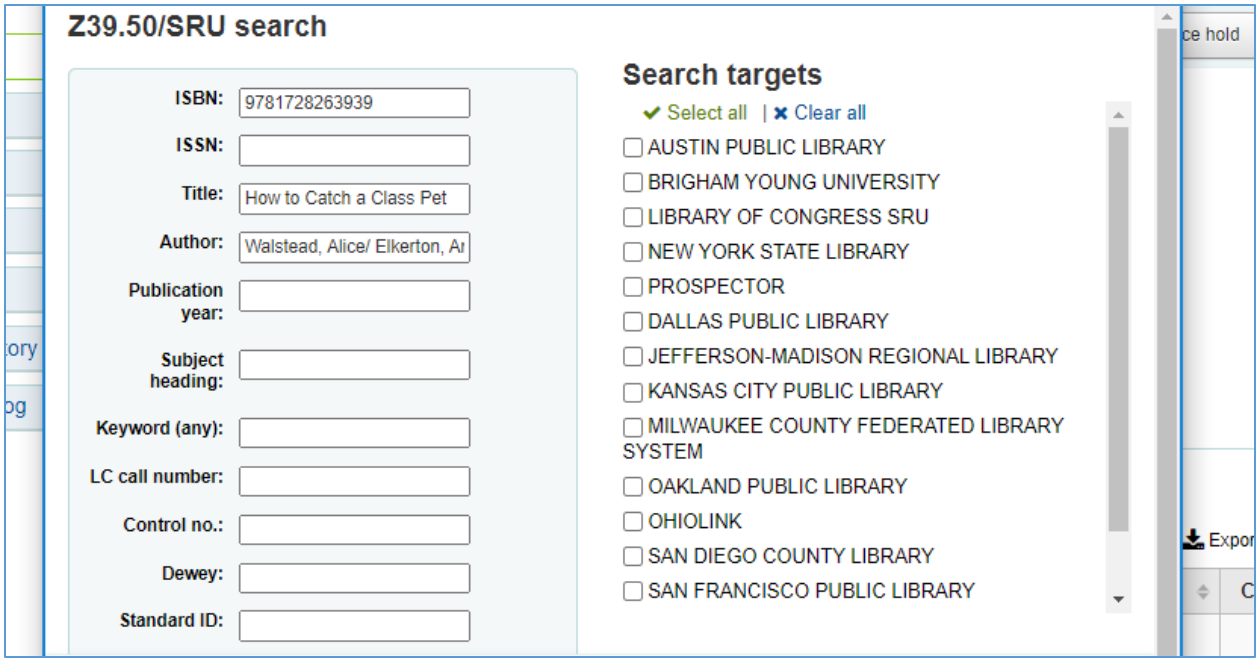
To complete a record:

1. Select the “Edit” drop down menu.
2. Select the “Replace record via Z39.50/SRU” line to search for a new record.

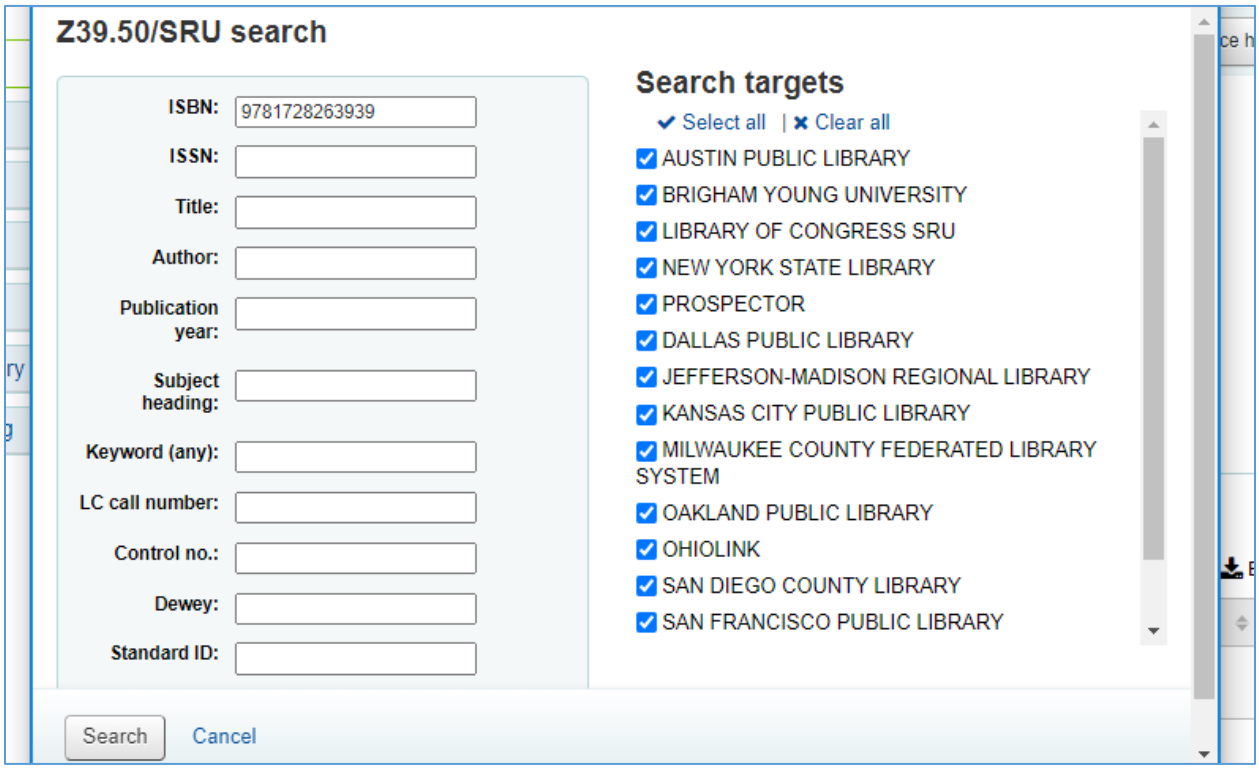




3. Select “Select all” under “Search targets”.



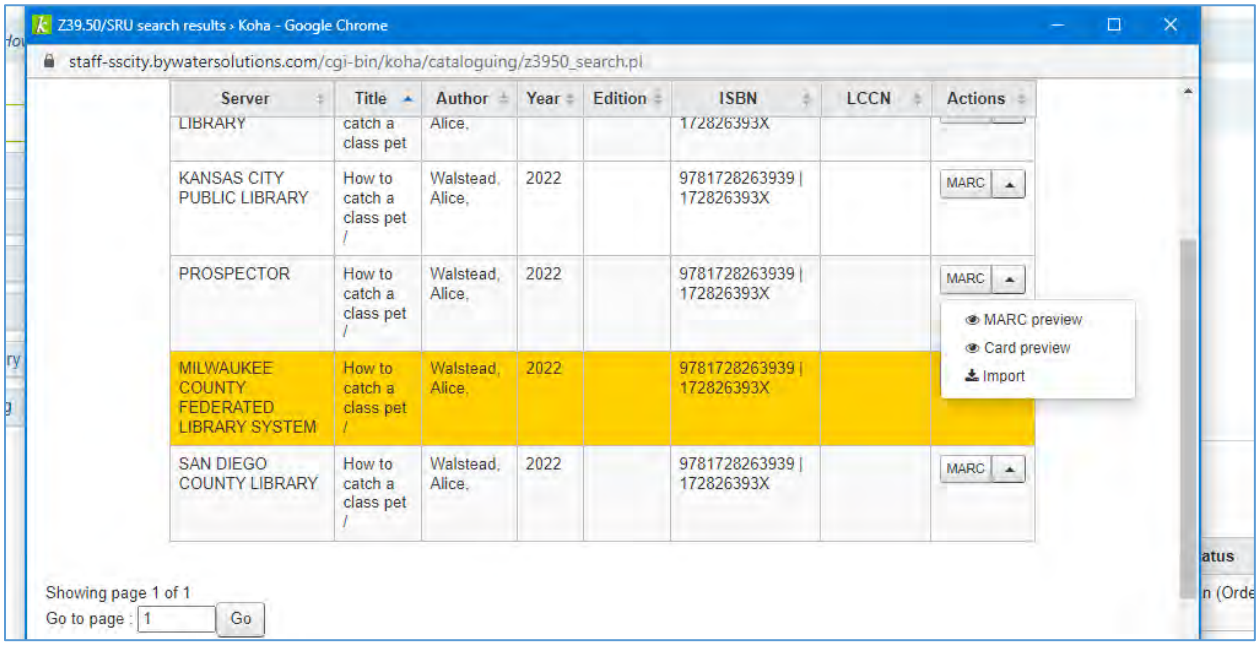
4. Clear the “Title” and “Author” fields.



5. Select the “Search” button in the bottom left corner of the pop-up window.
6. Search the different records by selecting the “MARC” button below the “Actions” column.

a. Note: Dallas Public Library, Milwaukee County Federated Library System, San Diego County Library, and Prospector seem to provide the most reliable/comprehensive records.

7. After reviewing the records, determine which record would be most appropriate.
8. Click on the drop down menu next to the respective “MARC” button.
9. Select “Import”.



10. Once selected, proceed cataloging as normal.

OCLC – Cat Express

This can be used to find records when they are not available through the Z39.50/SRU tool for donations or items purchased through Amazon.

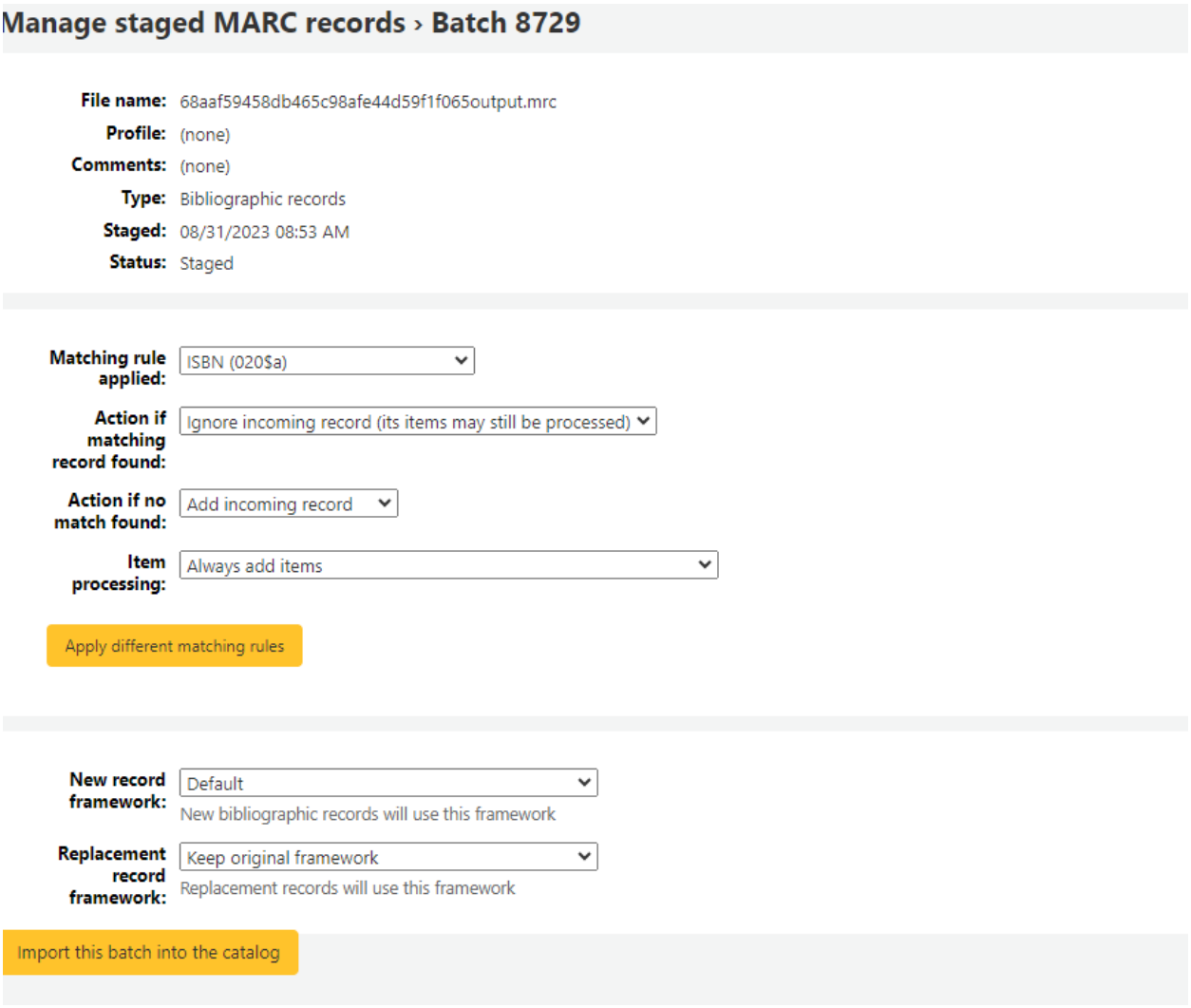
a. Log in to: http://connexion.oclc.org/
    1. Authorization - 100-394-848
    2. Password – sa6513
ii. Search.
iii. ISBN or Title.
iv. Look at each record for the item and find the one with the most detail.
v. Click Download.
vi. Once you have all the items you need, go to other options and select Download.
vii. Download and save.
viii. Save as – SSMMDDYY.

b. The records downloaded here will need uploaded into koha following the "Importing Records to koha" instructions.

Importing Records to koha

A video on this process can be found here: https://www.youtube.com/watch?v=AtyJdqQyGRg . Records are imported in several ways and is often done in conjunction with EDI ordering. In the event a record needs loaded from WorldCat.

1. Start in cataloging
2. Stage Records for Import
3. Select file for "Choose File" and Upload File.
4. Use the appropriate Template to add the records and "Stage for Import."
5. Once the job is complete "Manage Staged Records."
6. Select the appropriate matching rules. These vary but are typically as shown below:



7. Choose the record framework and select "Import this batch into the catalog."

Leader and Fixed-Length Data Elements Cheat Sheet

The leader is 000 in the MARC record. More details about characters used in the leader can be found below or at:

https://web.library.yale.edu/cataloging/visual-materials-non-projectable/control-fields

Leader

Type of Record (Byte 06)	**Scope (From MARC 21 Format for Bibliographic Data)**
k - Two-dimensional non-projectable graphic	*Used for two-dimensional non-projectable graphics such as activity cards, charts, collages, computer graphics, digital pictures, drawings, duplication masters, flash cards, paintings, photo CDs, photomechanical reproductions, photonegatives, photoprints, pictures, postcards, posters, prints, spirit masters, study prints, technical drawings, transparency masters, and reproductions of any of these.*
r - Three-dimensional non-projectable graphic	*Includes man-made objects such as models, dioramas, games, puzzles, simulations, sculptures, and other three-dimensional art works, exhibits, machines, clothing, toys, and stitchery. Also includes naturally occurring objects such as microscope specimens (or representations of them) and other specimens mounted for viewing.*
p - Mixed materials	*Used when there are significant materials in two or more forms that are usually related by virtue of their having been accumulated by or about a person or body. Includes archival fonds and manuscript collections of mixed forms of materials, such as text, photographs, and sound recording.* ***Intended primary purpose is other than for instructional purposes*** *(i.e., other than the purpose of those materials coded as o (Kit).*
o - Kit	*Used for a mixture of various components issued as a unit and* ***intended primarily for instructional purposes*** *where no one item is the predominant component of the kit.* *Examples are packages of assorted materials, such as a set of school social studies curriculum material (books, workbooks, guides, activities, etc.), or packages of educational test materials (tests, answer sheets, scoring guides, score charts, interpretative manuals, etc.).*

008 (Selected)

The fixed-length data element is 008 in the MARC record. More details about characters used in the leader can be found below or at:

https://web.library.yale.edu/cataloging/visual-materials-non-projectable/control-fields

Label/Byte Position	Code	Scope (From MARC 21 Format for Bibliographic Data)
Running Time 18-20	nnnn <always>	*Running time is not applicable, such as when the item is not a motion picture or a videorecording.*
Form of Item 29	blank - None of the following o - Online q - Direct electronic	*Generally blank, but a collection of still images could be online or on CD-ROM (q).*
Type of Visual Material 33	a - Art Original	*Two or three-dimensional work of art created by an artist, for example, a sculpture, as contrasted with a reproduction of it.*
	b - Kit	*Note that the scope for kit in 008 differs from the scope for kit in Leader byte 06: 008 is not limited to instructional materials.* *Mixture of components from two or more categories, that is, sound recording, maps, filmstrips, etc., no one of which is the predominant constituent of the item.* *Also includes the packages of material called laboratory kits, and packages of assorted materials, such as a set of K-12 social studies curriculum material (all books, workbooks, guides, activities, etc.) or packages of educational test materials (tests, answer sheets, scoring guides, score charts, interpretative manuals, etc.).*

	c - Art Reproduction	*Two or three-dimensional mechanically reproduced copy of a work of art, generally as one of a commercial edition.*
	d - Diorama	*Three-dimensional representation of a scene created by placing objects, figures, etc. in front of a two-dimensional background.*
	g - Game	*Item or set of items designed for play according to prescribed rules and intended for recreation or instruction. Code g includes puzzles and simulations.*
	i - Picture	*Two-dimensional visual representation accessible to the naked eye and generally on an opaque backing. [Would include a collection of photograph reproductions.]*
	k - Graphic	*Used for original or historical graphic material. [Based on the example in the MARC 21 documentation, would apply to a collection of actual photographs.]*
	l - Technical Drawing	*Cross section, detail, diagram, elevation, perspective, plan, working plan, etc., made for use in an architectural engineering or other technical context.*
	n - Chart	*Opaque sheet that exhibits data in graphic or tabular form (e.g., a calendar).* *[MARC example is for a Periodic Table.]*
	q - Model	*Three-dimensional representation of a real thing, either of the exact size of the original or to scale. [Don't confuse with Toy – w.]*
	r - Realia	*Includes* *1) all other three-dimensional items not covered by the other codes (e.g., clothing, stitchery, fabrics, tools, utensils), and* *2) naturally occurring objects.*

	w - Toy	*Material object for children or others to play with (often an imitation of some familiar object); a plaything; also, something contrived for amusement rather than for practical use.*
Technique 34	n <always>	*Item is not a motion picture or a videorecording.*

Series Numbers and MARC

Series name is identified in the MARC record, lines 490 (indicator 0) and 830 (no indicators).

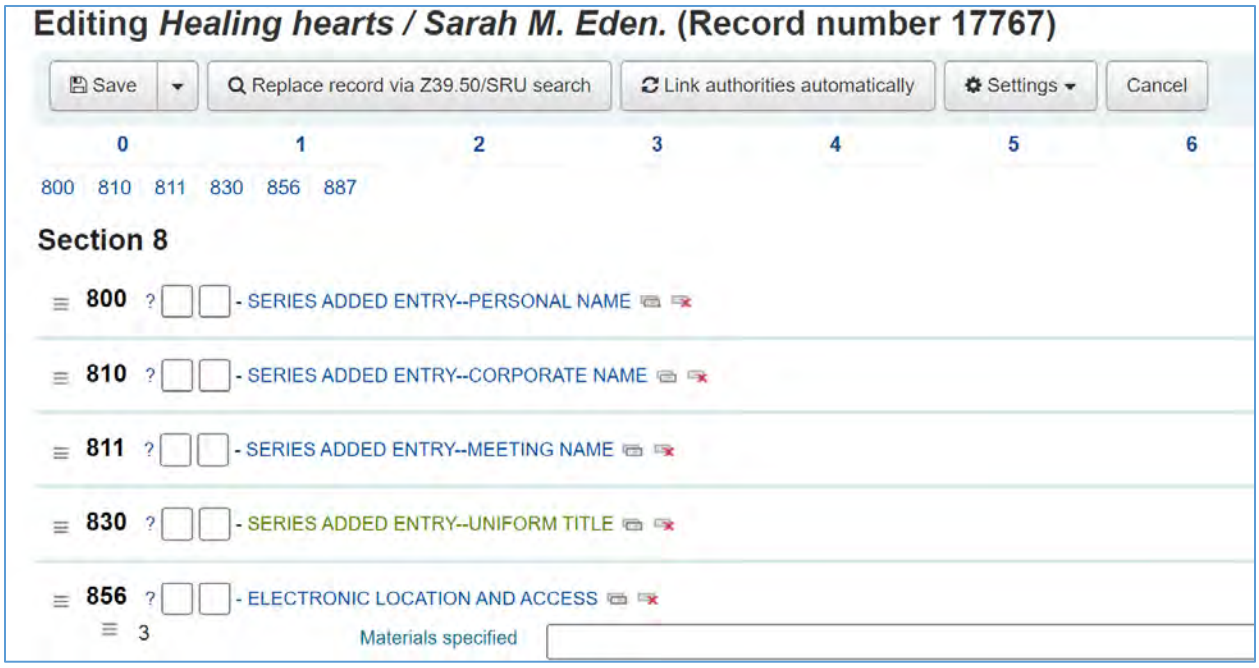
Remove any series information from the 490 fields of books.

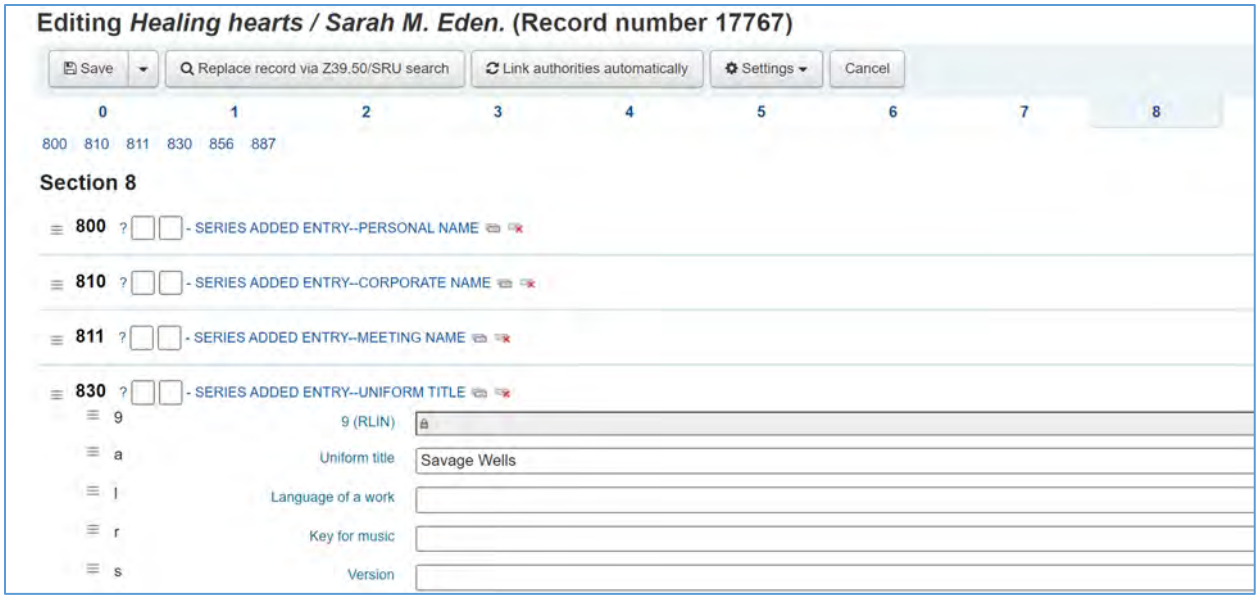
Notice that though there is a series number noted on the call number, there is not a reflection of the series in the holdings records.

Click on the 830 link to open the field. Fill in the “Uniform title” with the series title.

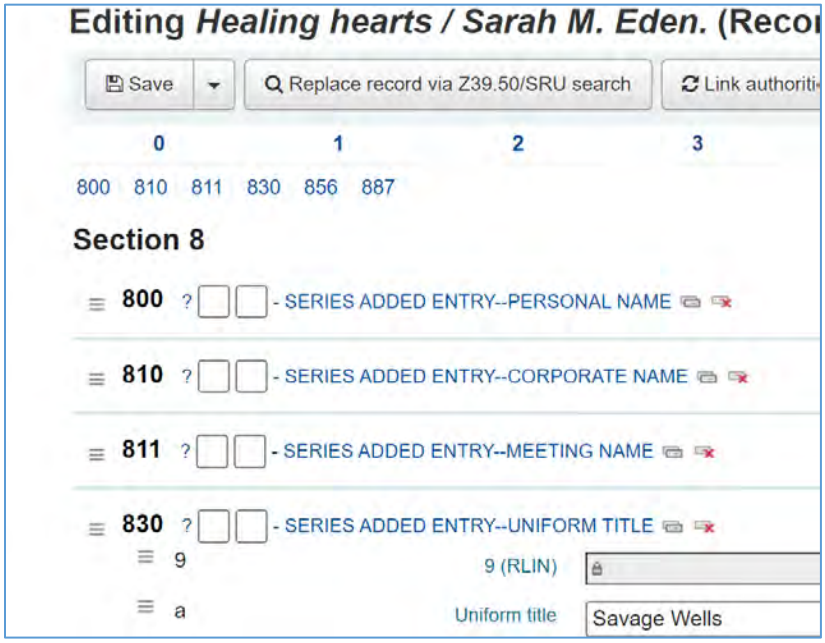
Series number is denoted in the 830 n number of part/section of work line.

If a series number is 0, please use “Prequel.”

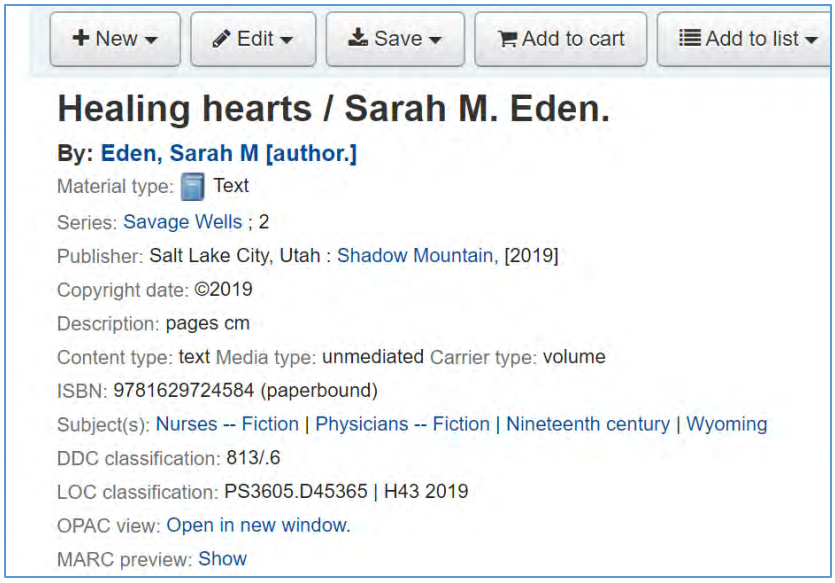




Save updated record using the “Save” tab at the top right.



Update record:



830 (When There is More Than One Series)

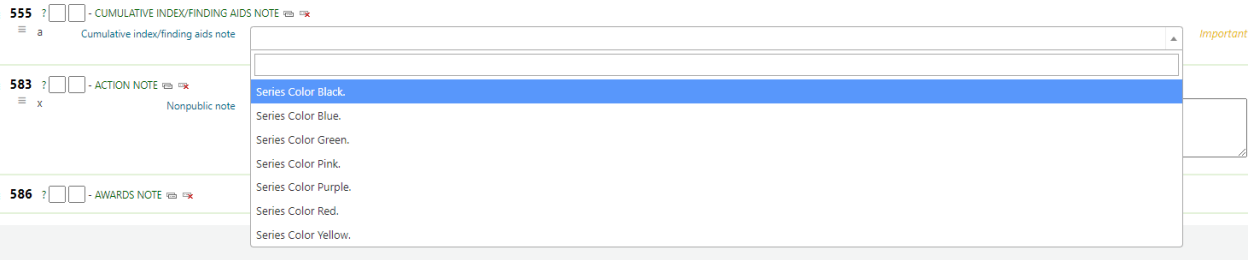
When a title is part of more than one series, the 830 field is duplicated, including both series titles. The original series title would come first in the record.

In the example below, the Full Call Label would have (#1) as the series number.



555 Cumulative Index/Finding Aids Note

For series, add a 555 “Cumulative Index/Finding Aids Note” which includes the color of series sticker to include on the call sticker. Field “a” should include: “Series Color XXX”. An example is pictured below.



Colors include: Red, Yellow, Green, Blue, Purple, Pink, and Black.

Color is chosen randomly.

Red
Yellow
Green
Blue
Purple
Pink
Black

If there is more than one series, duplicate the field and add both colors.

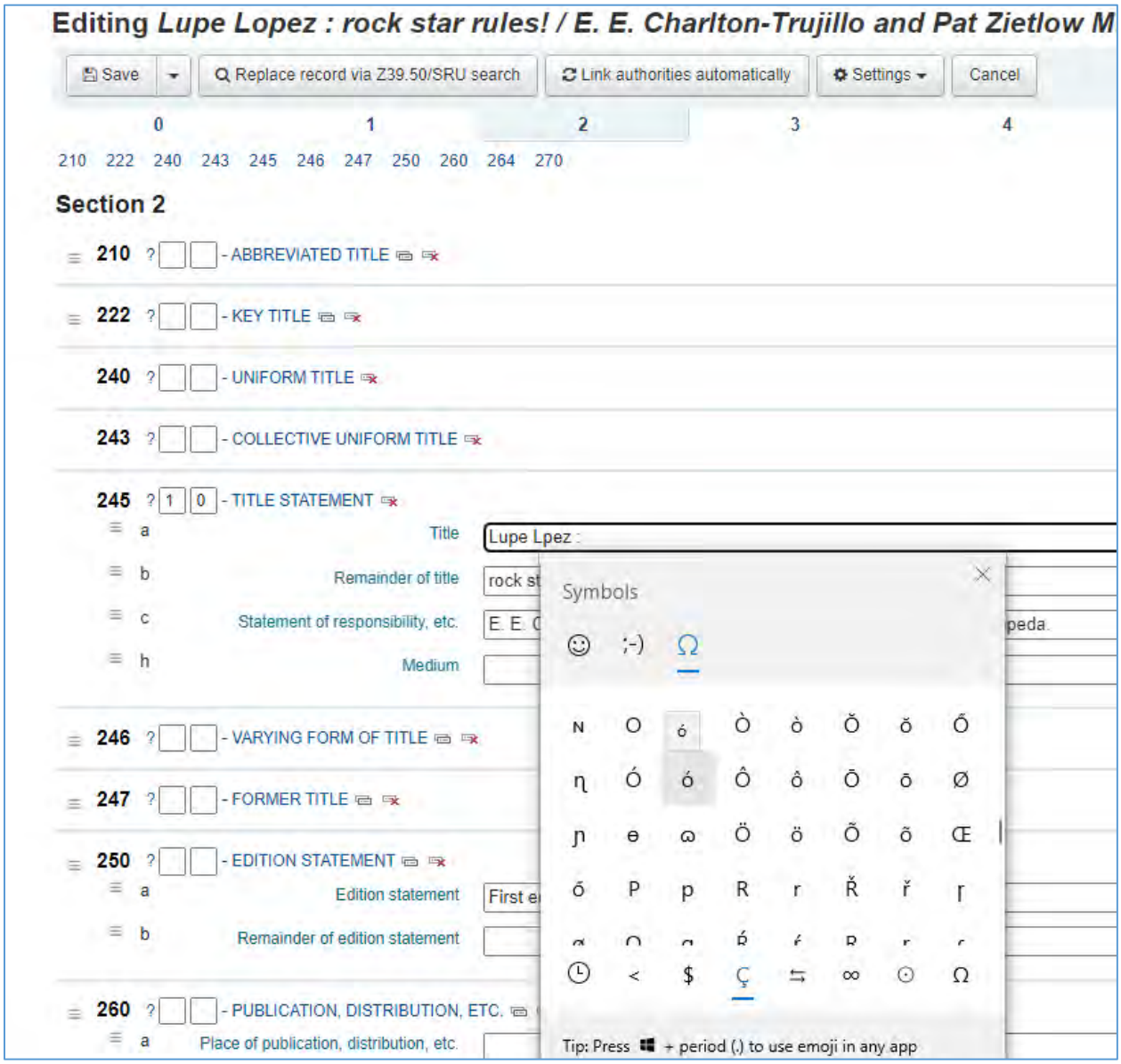
653 Index Term—Uncontrolled Early Reader Leveling

Add a 653 “Index Term--Uncontrolled” of LEVEL-A, LEVEL-B, LEVEL-C, LEVEL-D. This identifies the leveled sticker to be placed on the item during processing.



Correct Special Characters

Correct special characters in a record using the following:



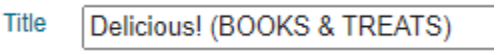
BookBuzz & Inter-Library Loan

This is used to add items that have been loaned to us to the collection temporarily.

Adding an Item

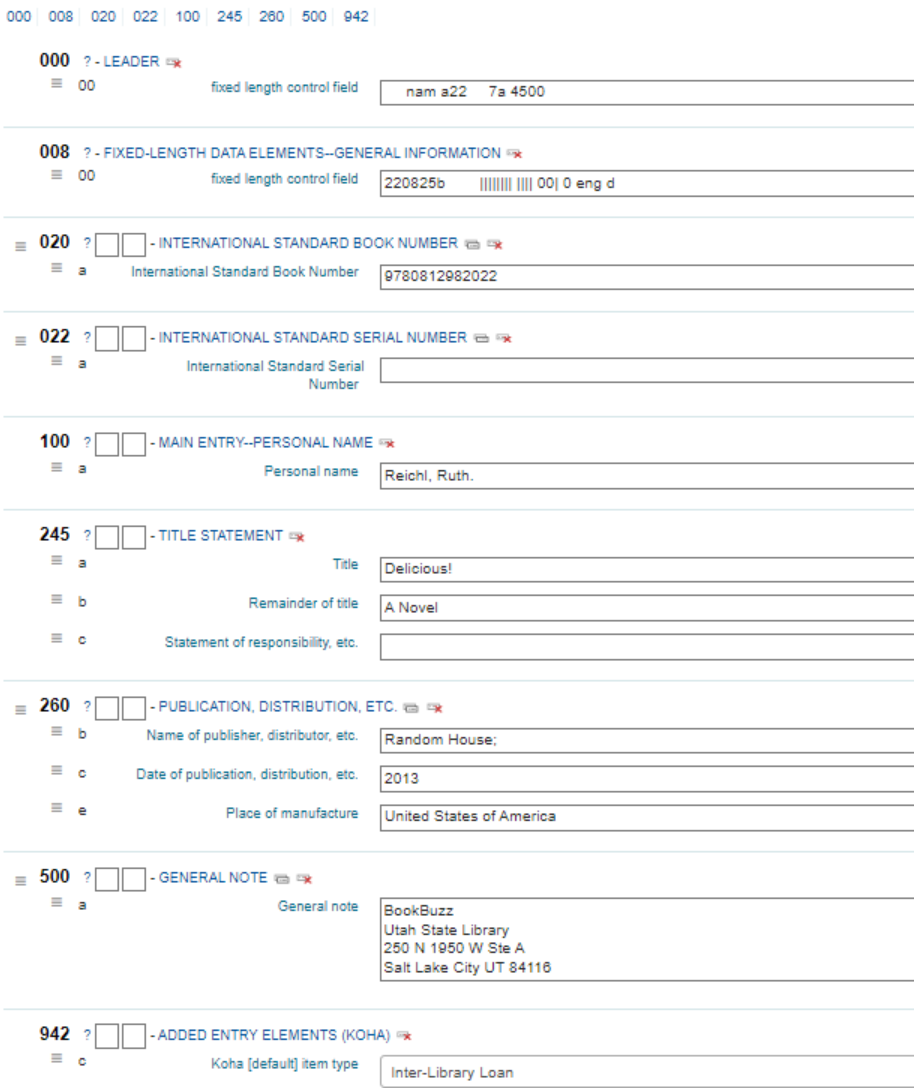
1. Select “Cataloging”.
2. Select “New Record” and “InterLibrary Loan”.
3. Enter the following information:

- 000 Click to enter “Leader” (Will auto fill).
- 000 Click to enter “Fixed-Length Data Elements---General Information” (Will auto fill).
- 020 “International Standard Book Number” (Enter the item’s ISBN).
- 100 Enter author’s name (Last then First).
- 245 “Title Statement” (Title).
    - If it is a Book & Treats title, include “(BOOKS & TREATS)” after the title.

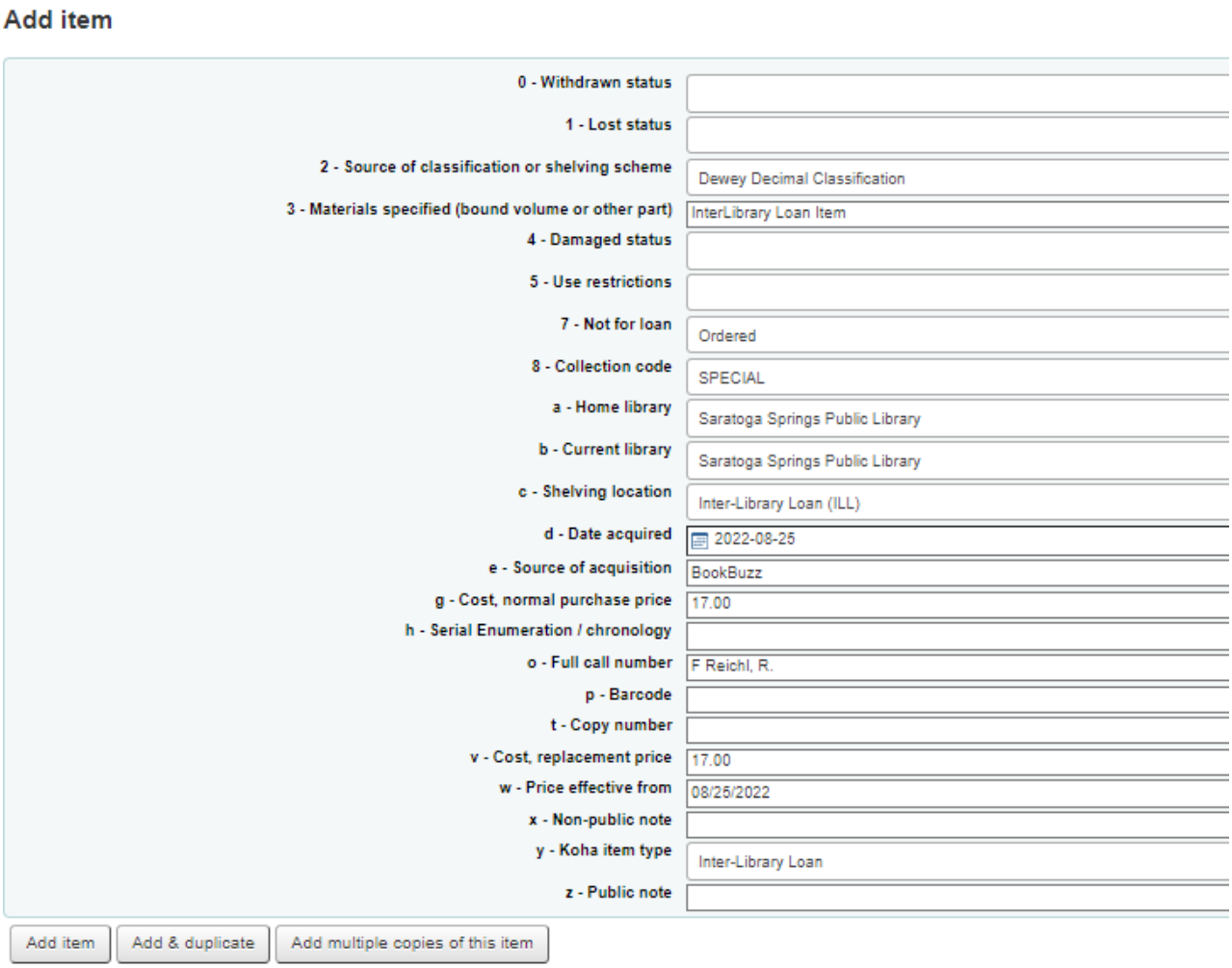


- 260 “Publication, Distribution, Etc.”.
- 500- “General Note” (Enter Loaning Library details).
- 942 Select “Inter-Library Loan”.

4. Select “Save”.

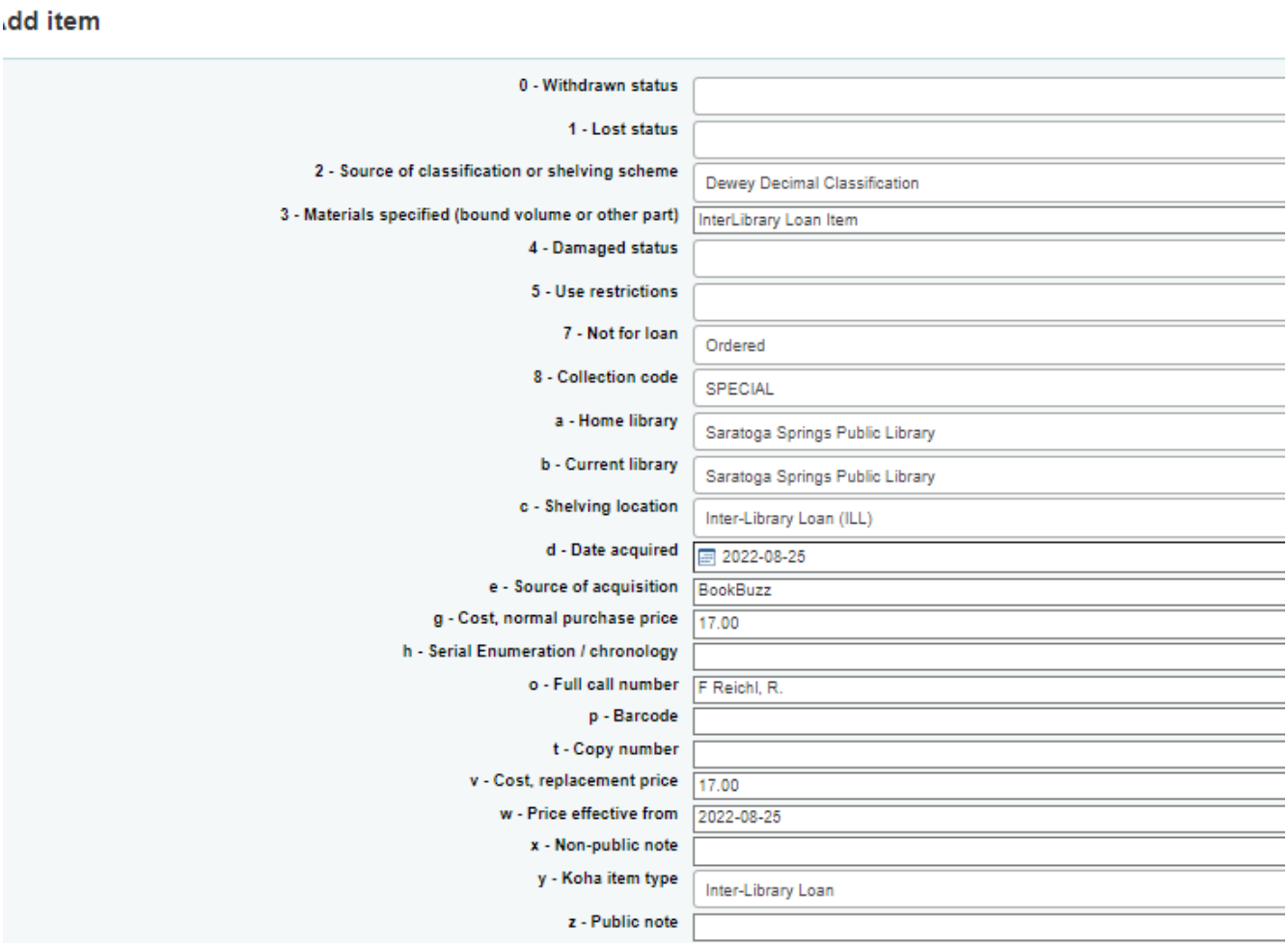


5. Add New Item:
    - 7- “Not For Loan” Status (Select “Order”).
    - 8- “Collection Code” (Select “Special”).
    - c-“Shelving Location” (Select “Inter-Library Loan (ILL)”).
    - d- “Date Acquired” (Enter the date the item arrived).
    - e- “Source of Acquisition” (Select “BookBuzz”).
    - g- “Cost, normal Purchase price” (Enter the replacement cost from the back of the book).
    - o- “Full Call number” (Enter the call sticker information from the loan).
    - p-“Barcode” (Scan the barcode from the borrowed item).
    - v- “Cost, replacement price” (Enter the replacement cost from the back of the book).
    - w-“Price effective from” (Enter today’s date).
    - Y-“Koha item type” (Select “Inter-Library Loan (ILL)”).
6. Select “Add Item” or “Add & Duplicate”.



Add Additional Items with Add and Duplicate

Scan in next “barcode” and select “Add & Duplicate” until all copies are added.



Have returns check the items in to route them to their appropriate location.

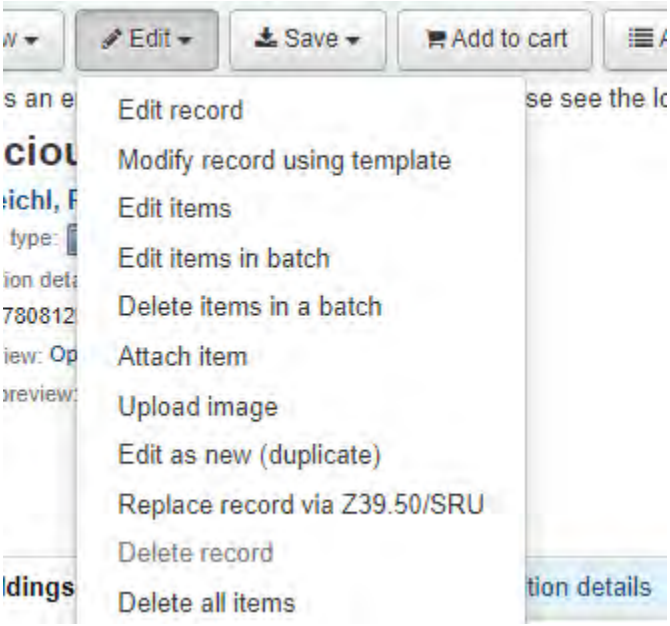
Hold

Place a hold on the ILL or BookBuzz box for items being loaned to a customer.

Returned BookBuzz or ILL Item

Remove returned items from the catalog before mailing them back to the originating library.

1. Edit: “Delete all Items”.
2. Edit: “Delete Record”.



Lists & Tables

Collection Code List

The designated code for specific target audiences. Determined by Baker & Taylor’s records in the Audience field (May also refer to Novelist for more information).

- ADULT- Written/published for General Adult audience.
- FORLANG-Written/published primarily in a language other than English.
- ONORDER-Waiting for Delivery and/or preordered, may be ready for cataloging.
- SPECIAL-Items include kits, video games, and Library of Things.
- YA-Written/published/rated for grades 7-12 or ages 12-18.
- YOUTH-Written/published/rated for grades 6 or below, ages younger than 12, or DVDs rated G (General audience) or E (Everyone).

Shelving Location List

Identifies where cataloged items are found in the library.

- Adult Fiction- Typically 18+.
- Audio Book- Various.
- Battle of the Books- Display for Battle of the Books.
- Beginning Juvenile Fiction- Typically Ages 5-9, Grades K-3rd.
- Beginning Juvenile Non-Fiction- Typically Ages 5-9, Grades K-3rd.
- Board Book- Refers to format.
- Book Bundle- NA
- Closed Stacks: Ask Staff
- DVD- Refers to format.
- Early Reader- Easy Readers format without chapters. Frequently identified as readers (publications).
- Early Reader Non-Fiction- Easy Readers format without chapters. Frequently identified as readers (publications).
- Equipment. Computers, wi-fi and electronics.
- Game: Board or Card. Games in board or card format.
- Graphic Beginning Juvenile Fiction- Typically Ages 5-9, Grades K-3rd.
- Graphic Beginning Juvenile Non-Fiction- Typically Ages 5-9, Grades K-3rd.
- Graphic Fiction- Typically Ages 9-11, Grades 4-6.
- Graphic Juvenile Fiction- Typically Ages 9-11, Grades 4-6.
- Graphic Juvenile Non-Fiction- Typically Ages 9-11, Grades 4-6.
- Graphic Non-Fiction- Typically 18+.
- Graphic Young Adult Fiction- Typically Ages 12-18, Grades 7-12.
- Graphic Young Adult Non-Fiction- Typically Ages 12-18, Grades 7-12.
- Inter-Library Loan (ILL)- Varies.
- Item Will Be Available Soon- Varies.
- Juvenile Audio Book- Ages 0-11, Grades Babies-6th.
- Juvenile Biography- Typically Ages 5-11, Grades Kindgarten-6th. Not Picture Books.
- Juvenile DVD- Refers to format.
- Juvenile Fiction- Typically Ages 9-11, Grades 4-6.
- Juvenile Non-Fiction- Typically Ages 9-11, Grades 4-6.
- Kit- Refers to format.
- Launchpad Tablet- Refers to format.
- Library of Things- Refers to format.
- Literacy- Refers to format. Boxed sets of readers (publications).
- Long Overdue- Refers to overdue items.

- Lost- Refers to lost items.
- Missing- Refers to missing items.
- Music- Refers to musical compositions or scores.
- New- Varies.
- Non-Fiction- Typically 18+.
- Oversize Non-Fiction- Typically 18+.
- Picture Book- Refers to format "E" for Dewey or "Picture Book" notation.
- Recreation Equipment- Equipment for recreational use.
- Spanish Language Collection- Spanish Language materials.
- TV Series- Varies.
- Video Game- Varies.
- Young Adult Audio Book- Typically Ages 12-18, Grades 7-12.
- Young Adult Fiction- Typically Ages 12-18, Grades 7-12.
- Young Adult Non-Fiction- Typically Ages 12-18, Grades 7-12.

Call Stickers Abbreviations and Legend

- (#)- Series number (where applicable) listed last on the call label. Used for television series, fiction series, graphic novels series, and in some cases movies series. Prequel should be used for 0, 0.1, 0.2, etc.
- (###.####)- Dewey classification. Use up to 4 (at most) digits of the cutter number (after the decimal).
    - Baker & Taylor places a "/" where an appropriate break can be made.
        - Break it as soon as possible.
    - The website *LibraryThing* is also a great resource for information on Dewey Decimal Classification: https://www.librarything.com/mds
- AUDIO- Audio Books (CD or MP3), and Picture Books with audio disc (CD or QR code).
- AUTHOR- Use author/creator's full last name.
    - When cataloging a series that has multiple authors, the first word or other designated term of a series replaces the author name.
- BEGINNING- Beginning reading/chapter books (grades 1-3).
- BIO- Biography (used only for Juvenile Biographies).
- BOARD- Board Books.
- GAME- Board Games.
- DVD-Video disc (used for visual CDs or Blu-Ray). Use the first full word in the title as the "author's last name". Disregard "A", "An", and "The" as the first full word.
- ER LEVEL-A- Early Reader Level A.
- ER LEVEL-B- Early Reader Level B.
- ER LEVEL-C- Early Reader Level C.

- ER LEVEL-D- Early Reader Level D.
- FIC- Fiction.
- FIRST- The first full word in a title of a game, video game, movie, board game, launchpad, etc. Ignore “A”, “An”, and “The” as the first word, using the next word as the first word, and in some cases the first word of a series.
- GRAPHIC- Graphic Novel.
    - When cataloging an omnibus (multiple episodes or issues in one), use the omnibus volume number, if available. If not, use the volumes or episodes (i.e. #1-3).
- J- Juvenile. Typically 0-15.
- KIT-Educational content typically from Lakeshore Learning or Scholastic.
- LAUNCHPAD- Launchpads.
- LITERACY-Literacy (used for literacy items e.g., kits or binders with reader (publications)).
- OVERSIZE-Oversized items (too large for regular shelving).
- ESPANOL-Spanish (written primarily in Spanish).
- SYSTEM-Video game system name (i.e. Xbox One, PS4, Switch, etc).
- TV SERIES- Television series (video discs).
- YA- Young Adult.

655 Index Term Genre/Form List

Frequently used categories. Found: https://www.loc.gov/aba/publications/FreeLCGFT/GENRE.pdf

- Action and Adventure Fiction
- Adaptations
- Alternative Histories (Fiction)
- Animal Fiction
- Autobiographies
- Bildungsromans
- Biographies
- Board Books
- Choose-Your-Own Stories
- Comics (Graphic Works)
- Detective and Mystery Fiction
- Diary Fiction
- Domestic Fiction
- Dystopian Fiction
- Ecofiction

- Epic Fiction
- Fairy Tales
- Fantasy Fiction
- Folk Tales
- Funny Animal Comics
- Gay Fiction
- Ghost Stories
- Gothic Fiction
- Graphic Novels
- Handbooks and Manuals
- High Interest-Low Vocabulary Books
- Historical Fiction
- Horror Fiction
- Humorous Fiction
- Illustrated Works
- Informational Works
- Instructional and Educational Works
- Legal Fiction (Literature)
- Lesbian Fiction
- Literature
- Magic Realist Fiction
- Military Fiction
- Monster Fiction
- Mythological Fiction
- Nature Fiction
- Nonfiction Comics
- Novellas
- Novels
- Nursery Rhymes
- Paranormal Fiction
- Picture Books
- Poetry
- Psychological Fiction
- Readers (Publications)
- Religious Fiction
- Religious Materials
- Romance Fiction
- School Fiction

- Science Fiction
- Short Stories
- Social Problem Fiction
- Sports Fiction
- Spy Fiction
- Stories in Rhyme
- Superhero Fiction
- Thrillers (Fiction)
- Transgender Fiction
- Urban Fiction
- Vampire Fiction
- War Fiction
- Werewolf Fiction
- Western Fiction
- Witch Fiction

Board Books Categories

- 123
- ABC
- Animals
- Bedtime
- Colors
- Dinosaurs
- Fairy Tales
- Family
- Favorites
- Feelings
- First Words
- Holidays
- Insects
- Languages
- Learning
- Movement
- Nursery Rhymes
- Opposites
- Religious
- Seasons
- Shapes

- Songs
- Vehicles

Series Color Stickers

Colors include:

- Red
- Yellow
- Green
- Blue
- Purple
- Pink

Color is chosen based on when the series began publication. If there is more than one series, you will add both colors.

Specialized Series List

We've specifically chosen to group some series under the title of the series vs. author or to leave them un-numbered. Below is a master list of those choices.

Non-Sequential Series Titles

No series numbers added to the spine label.

List of series that are not numbered:

- BEGINNING J FIC KLINE-Horrible Harry
- BEGINNING J FIC WEBB-Animal Stories/Pet Rescue Adventures
- GRAPHIC FIC GREENBERG-Early Earth
- GRAPHIC J FIC GARFIELD-Garfield comics
- GRAPHIC J FIC PEIRCE–graphic novels only
- J FIC FACTOR, GOODMAN, MONTGOMERY, ETC.-Choose Your Own Adventure

Multiple-Author Series

In the case of multiple authors, where possible, use the first word in a series title or the full title if succinct (no more than two words). In some cases, the brand or primary character name may be used as an option. It is necessary to keep the customer in mind when choosing the call label name.

Trademark Series

- American Girl Novels
    - American
- Avatar (graphic novels)-a series number is only added when it is a complete omnibus.

    - Avatar
- Baby-sitters Club (graphic novels)
    - Baby-sitters
- Belltown Six Pack Novels
    - Belltown
- Boo Book
    - Boo
- Garfield Comics
    - Garfield
- Girls Survive novels
    - Girls
- Jedi Academy (graphic novels)
    - Jedi
- Ladies of Miss Bell's Finishing School Novels
    - Ladies
- Loud House (graphic novels)
    - Loud
- Mirror Novels
    - Mirror
- My Little Pony (graphic novels)
    - Friends
    - Friendship
    - MLP
- Never Girls (graphic novels)
    - Never
- Newport Ladies Book Club Novels
    - Newport
- Pokémon (graphic novels)
    - Adventures
    - Black
    - Black2
    - Diamond
    - Heart
    - Horizon
    - Journeys
    - Omega
    - Platinum
    - Sun
    - Sword

    - XY
- Twisted Tale Novels
    - Twisted
- The Unofficial Graphic Novel for Minecrafters
    - Unofficial
- Jack Ryan Jr. Novels
    - Jack
- Jack Ryan Universe Novels
    - Jack

Graphic Novel Adaptations Based on an Existing Series

In the case a graphic novel series has been adapted from another existing series, add the last name of the author of the original series, not the author of the graphic novels. For example, the Magic Tree House graphic novels would have OSBORNE (author of the original Magic Tree House series) on the call sticker, rather than LAIRD (author of the graphic novels).

Table 1

Collection code, shelving location, description, and full call label examples.

Note: If an author has two last names (shown on the LOC Authorities website as "last last, first" rather than "last, first middle") add both last names on the call sticker.

Collection Code	Shelving Location	Description	Full Call Label
ADULT	Adult Fiction	General adult fiction materials. Identified by Dewey classification 813.	FIC AUTHOR (#)
	Audio Book	General adult fiction and non-fiction books on CD.	AUDIO FIC or ###.### AUTHOR (#)
	DVD	DVDs or Blu-rays rated PG, PG-13, or R. First full word of the title is used as the "author's last name". Disregard "A", "An", and "The".	DVD FIRST
	Graphic Novel	General adult fiction and non-fiction graphic novels/animated books.	GRAPHIC FIC or ###.### AUTHOR (#)
	Non-Fiction	General adult non-fiction books.	###.### AUTHOR

Collection Code	Shelving Location	Description	Full Call Label
	Oversize Non-Fiction	General adult oversized non-fiction that do not fit on regular shelving units.	OVERSIZE ###.### AUTHOR
	TV Series	Television series on DVD or Blu-Ray.	TV SERIES FIRST (#)
FORLANG	Spanish Language Collection	All books published primarily in Spanish. Treat as all other shelving location items, respectively, adding ESPANOL on the top line. Spanish picture books are labeled with ESPANOL as the neighborhood and PICTUREBOOK as the street.	ESPANOL *See* Description.
YA	Battle of the Books	Titles designated for the current year's Battle of the Books competition.	Will have additional, temporary label above the call sticker.
	Oversize Non-Fiction	Young adult oversize non-fiction books that do not fit on regular height shelves.	OVERSIZE YA ###.### AUTHOR
	Young Adult Audio Book	Young adult fiction and non-fiction books on CD published/written for grades 7-12 and/or ages 12-18.	AUDIO YA FIC or ###.### AUTHOR
	Young Adult Fiction	Young adult fiction books published/written for grades 7-12 and/or ages 12-18.	YA FIC AUTHOR (#)
	Young Adult Graphic Novel	Young adult fiction or non-fiction graphic novels/animated (anime, manga, comic book layout, etc.) books rated for grades 7-12 and/or ages 12-18.	GRAPHIC YA FIC or ### AUTHOR (#)
	Young Adult Non-Fiction	Young adult non-fiction books.	YA ###.### AUTHOR

Collection Code	Shelving Location	Description	Full Call Label
YOUTH	Audio Book (Juvenile) or Picture Book	Juvenile audio books. Picture books that include a CD narration or QR code that accesses narration of the picture book.	AUDIO J or PICTUREBOOK AUTHOR or ### (#)
	Battle of the Books	Titles included in the Alpine School District Battle of the Books competition. This is used as a temporary location for the duration of the competition's reading period.	Will have additional, temporary label above the call sticker.
	Beginning Juvenile Fiction	Chapter book published/written for grades 1-3 or ages younger than 7.	BEGINNING J FIC AUTHOR (#)
	Beginning Juvenile Non-Fiction	Non-fiction books published/written for grades 1-3 or ages younger than 7.	BEGINNING ###.### AUTHOR
	Board Book	Age appropriate, pre-school board books. *See* Board Book Categories.	BOARD CATEGORY
	Early Reader	Leveled fiction books published for juvenile readers. Place the colored label cover over the call sticker: Level A-light blue, Level B- yellow, Level C-light purple, or Level D- fluorescent green.	ER LEVEL-(A, B, C, or D) AUTHOR
	Early Reader Non-Fiction	Leveled non-fiction books published for juvenile readers. Place the colored label cover over the call sticker: Level A-light blue, Level B- yellow, Level C-light purple, or Level D- fluorescent green.	ER LEVEL-(A, B, C, or D) ###.### AUTHOR
	Beginning Juvenile Graphic Novel	Fiction or non-fiction graphic novels/animated books published/written for grades 1-3 or ages younger than 7.	GRAPHIC BEGINNING J FIC or ###.### AUTHOR (#)
	Juvenile Biography	Books written about a specific person (living or deceased) for grades 1-6 or ages 7-12. SUBJECT should be the last name of the person that the book is written about.	J BIO SUBJECT AUTHOR

Collection Code	Shelving Location	Description	Full Call Label
	Juvenile DVD	Movies or serials on DVD or Blu-Ray either NR (non-rated) or G (General Audience). Use the first full word in the title as the "author's last name". Disregard "A", "An", and "The" as the first full word.	J DVD FIRST or ###.### FIRST
	Juvenile Fiction	Chapter books published/written for grades 4-6 or ages 8-12.	J FIC AUTHOR (#)
	Juvenile Graphic Novel	Fiction or non-fiction graphic novels/animated books published/written for grades 4-6 or ages 8-12.	GRAPHIC J FIC or ### (#)
	Juvenile Non-Fiction	Non-fiction books published/written for grades 4-6 or ages 8-12.	J ###.### AUTHOR
	Picture Book	Picture (illustrated) books. Refer to subsection "Neighborhoods and Streets". Not all Items will have a "street".	NEIGHBORHOOD (STREET) AUTHOR
ON ORDER	Item Will Be Available Soon	All items ordered, donated, being cataloged, and/or processed.	N/A
SPECIAL	Closed Stacks: Ask Staff	Items shelved in another location besides the regular shelving units, specifically Christmas themed movies and picture books labeled CELEBRATIONS/ CHRISTMAS /AUTHOR.	N/A
	Equipment	Electronics: Chromebooks, hotspots, etc.	
	Game: Board or Card	Board and card games.	GAME FIRST
	Inter-Library Loan (ILL)	Items borrowed from an outside lending agency.	Agency call number
	Kit	Containers with multiple books/items.	KIT FIRST
	Launchpad Tablet	Playaway tablets. Includes tablet, charging cord, and adaptor. The second line is the first word in the title of the pre-installed Launchpad software.	LAUNCHPAD FIRST
	Library of Things	Household, craft, hobby tools, and other items.	THINGS ITEM NAME

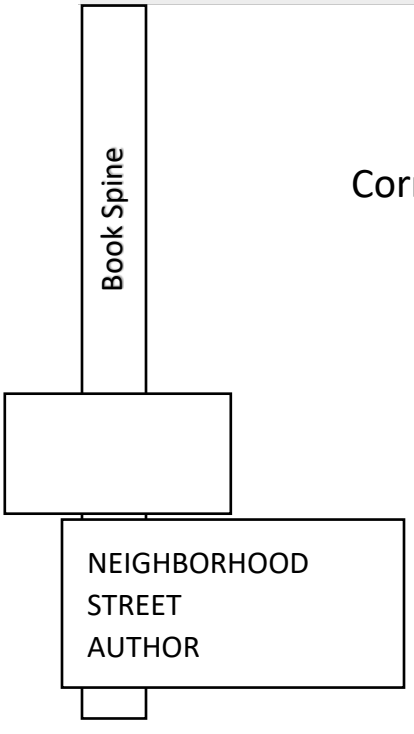
Collection Code	Shelving Location	Description	Full Call Label
	Music	Orchestra scores (Civic Events Department).	N/A
	Recreation Equipment	Athletic equipment.	N/A
	Video Game	All formats of video games. First line is the name of the system (WiiU, XBOX One, PS4, Switch, etc.). The second line is the first word of the game's title.	SYSTEM FIRST
N/A	Long Overdue	Items checked out 60 days past the due date.	N/A
	Lost	Checked out items claimed lost.	N/A
	Missing	All items not found after through search of the library.	N/A
	New	All books published within the previous 4 months.	N/A

Picture Book Neighborhoods and Streets

Choose the "neighborhood" that best reflects the general topic of each picture book to be cataloged. If the picture book has a more specific topic, also select the "street" that best reflects the topic. Not all picture books will have a "street", but all picture books will need to be assigned a "neighborhood". "STORIES" is an appropriate "neighborhood" for a picture book that doesn't seem to have a general topic. "FAVORITES" is an appropriate "neighborhood" for a picture book that has non-themed (e.g., holiday, first day of school, colors, etc.) popular character (e.g., Clifford, Pete the Cat, Fancy Nancy, Skippyjon Jones, etc.). "FAVORITES/AWARDS" is used for awards such as Newbery, Caldecott, Pura Belpre, etc. Capitalize all "neighborhoods" and "streets" on the call label. *See* "Table 2". A color-coded label is assigned to each neighborhood. *See* "Table 2" and "Figure 1".

Table 2

Neighborhoods	Color-Coded Label	Streets
AUDIO PICTUREBOOK	White	PICTUREBOOK (all one word for ease of printing labels). Picture books with audio narration or music accessible by CD or QR code.
BEDTIME	Purple	
CELEBRATIONS	Dark Blue	Christmas, Easter, Halloween, Thanksgiving, Valentine
CLASSICS	Light (Fluorescent) Green	Fairytale, Folktale, Rhymes, Songs, Mythology
CONCEPTS	Orange	123, ABC, Colors, Literary, Shapes, Imagination
DISNEY	Pink	Princesses
ESPANOL	Red/Yellow Espanol sticker	Picturebook (all one word for ease of printing labels)
FAVORITES	Yellow	Awards
GROWING UP	Light Blue	Baby, Family, Feelings, Friendship, Health, Jobs, Loss, Manners, School
NATURE	Dark Green	Conservation, Dinosaurs, Farm, Forest, Insects, Ocean, Pets, Seasons, Space, Zoo
RELIGIOUS	Red	
STORIES	Light Pink	Food, Recreation, Monsters, Biography, Robots, Historical (event that has happened 10+ years ago)
TRANSPORTATION	Black	



Corresponding Color-Coded Label

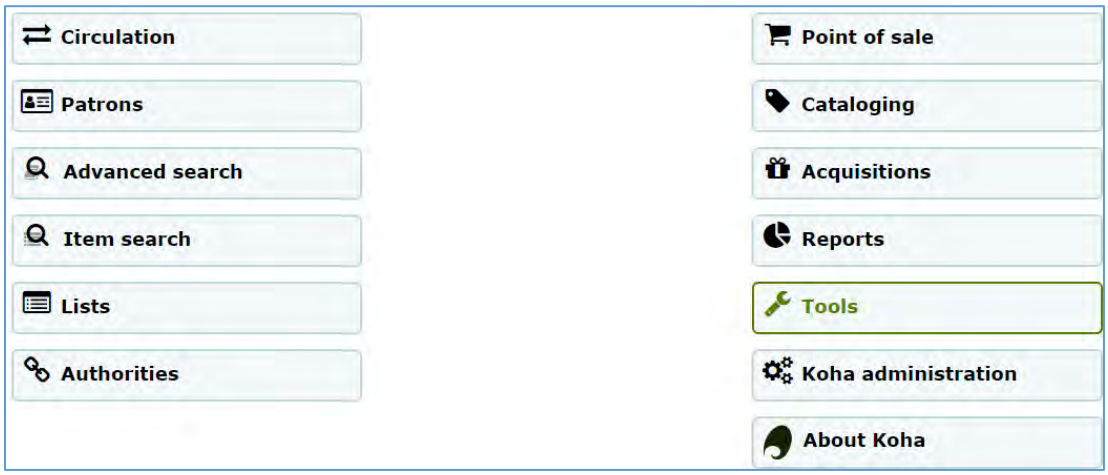
[Figure 1]

Printing Call Stickers

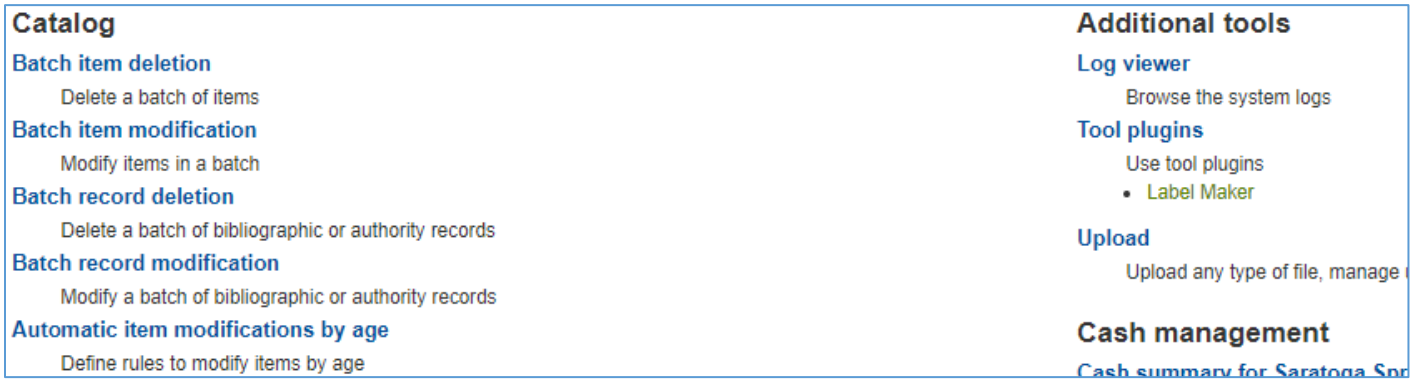
Create Label Batch

To create a label batch:

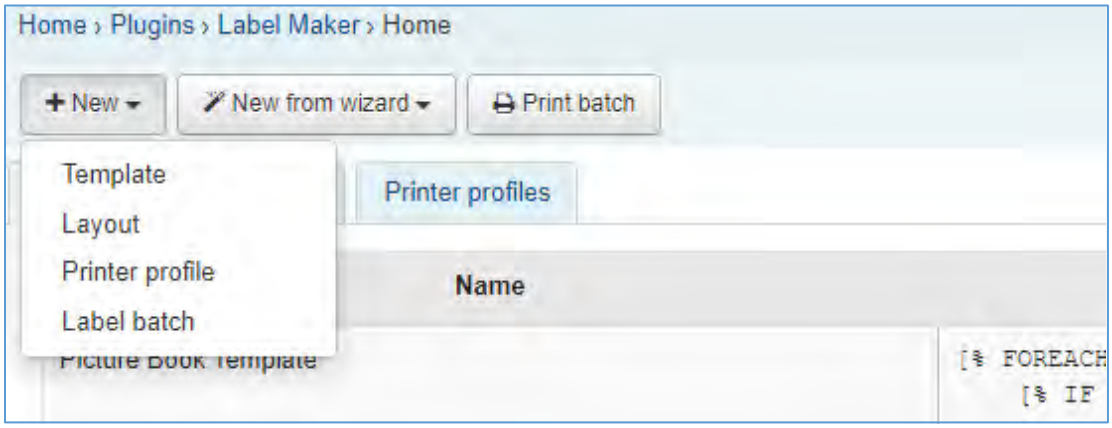
1. Select “Tools”.



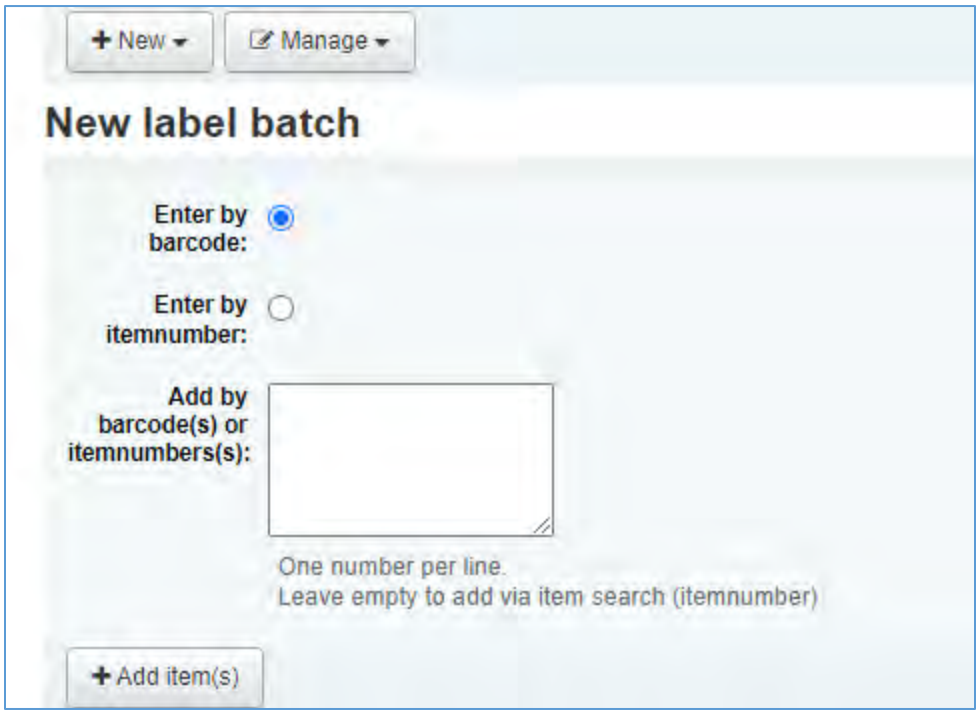
2. Select “Label Maker” below “Additional tools”.

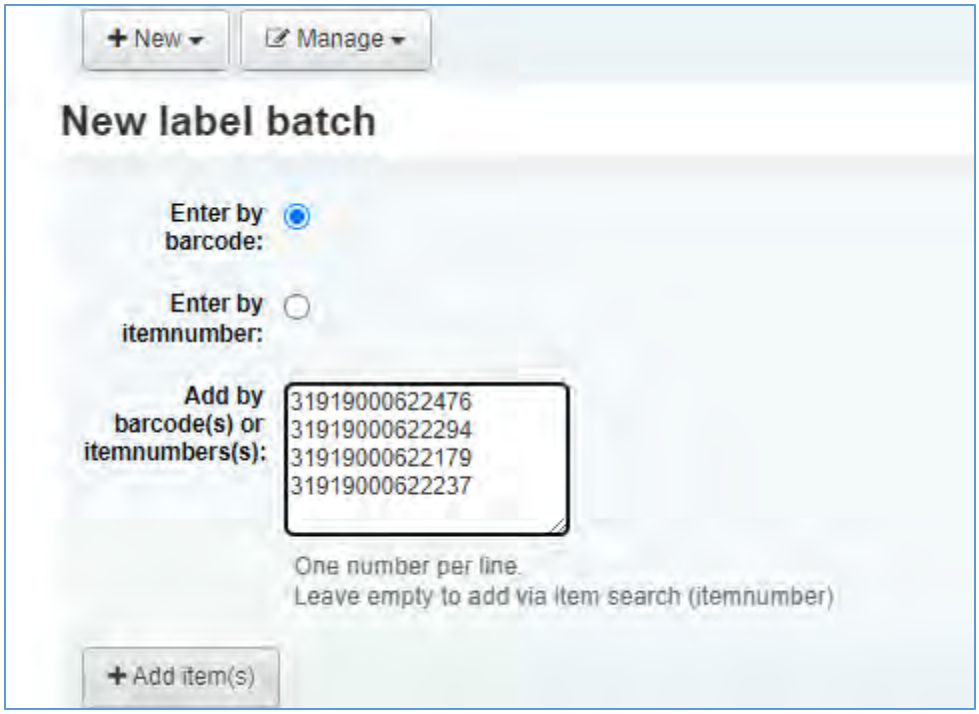


3. Click “New” drop down menu and select “Label batch”.

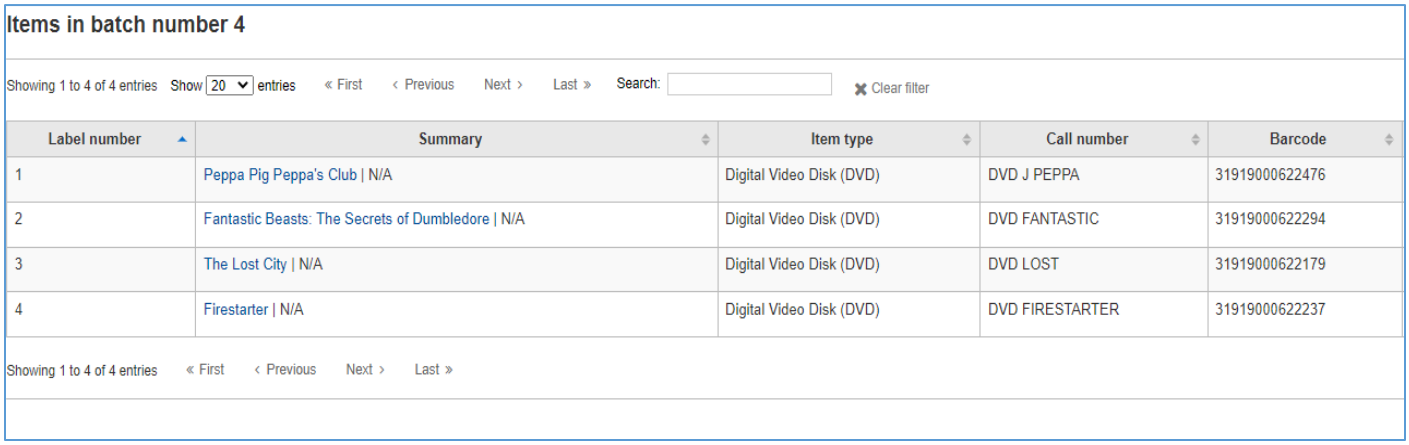


4. Enter/scan the Library item IDs/barcodes into the box “Add by barcode(s) or itemnumber(s)”.





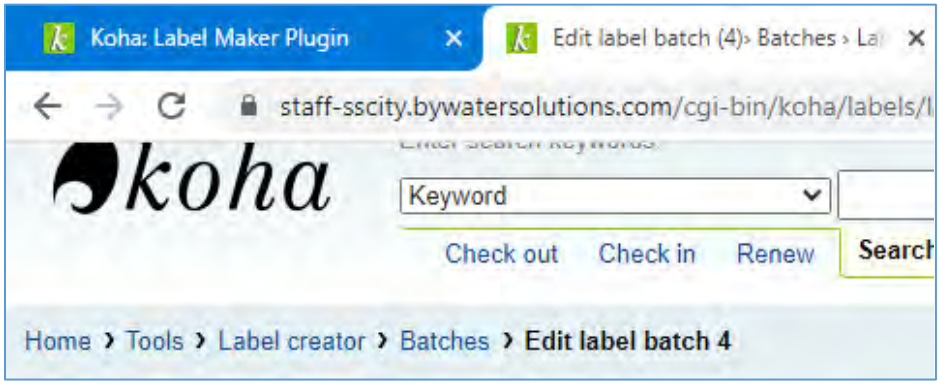
5. Select “+Add item(s)” at the bottom.
6. Review and verify that the data entered is correct.



Printing

To print call labels:

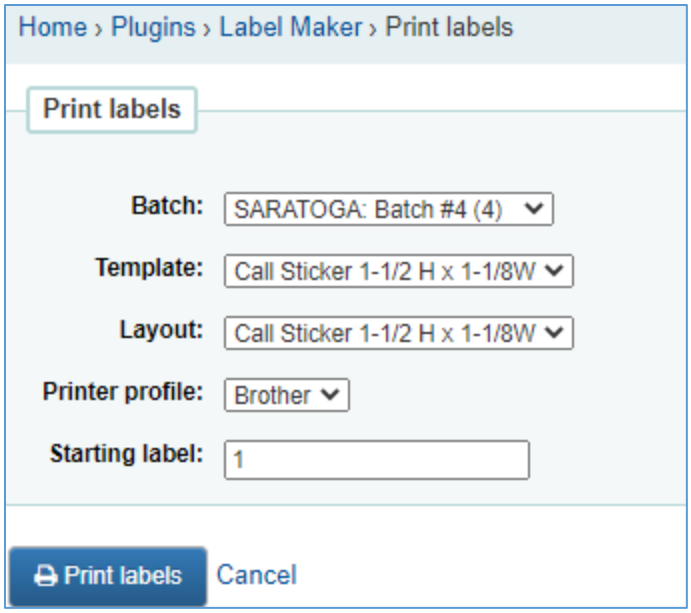
1. Go back to the “koha: Label Maker Plugin” tab.



2. Select the “Print batch” button.



3. Choose respective drop down options:



(Starting label refers to the spot on the sheet of stickers).

DVD
J
PEPPA

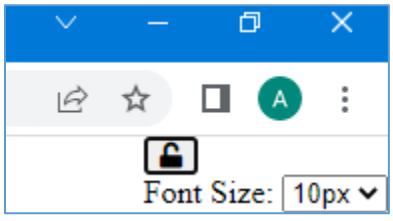
DVD
FANTASTIC

DVD
LOST

DVD
FIRESTARTER

Changes

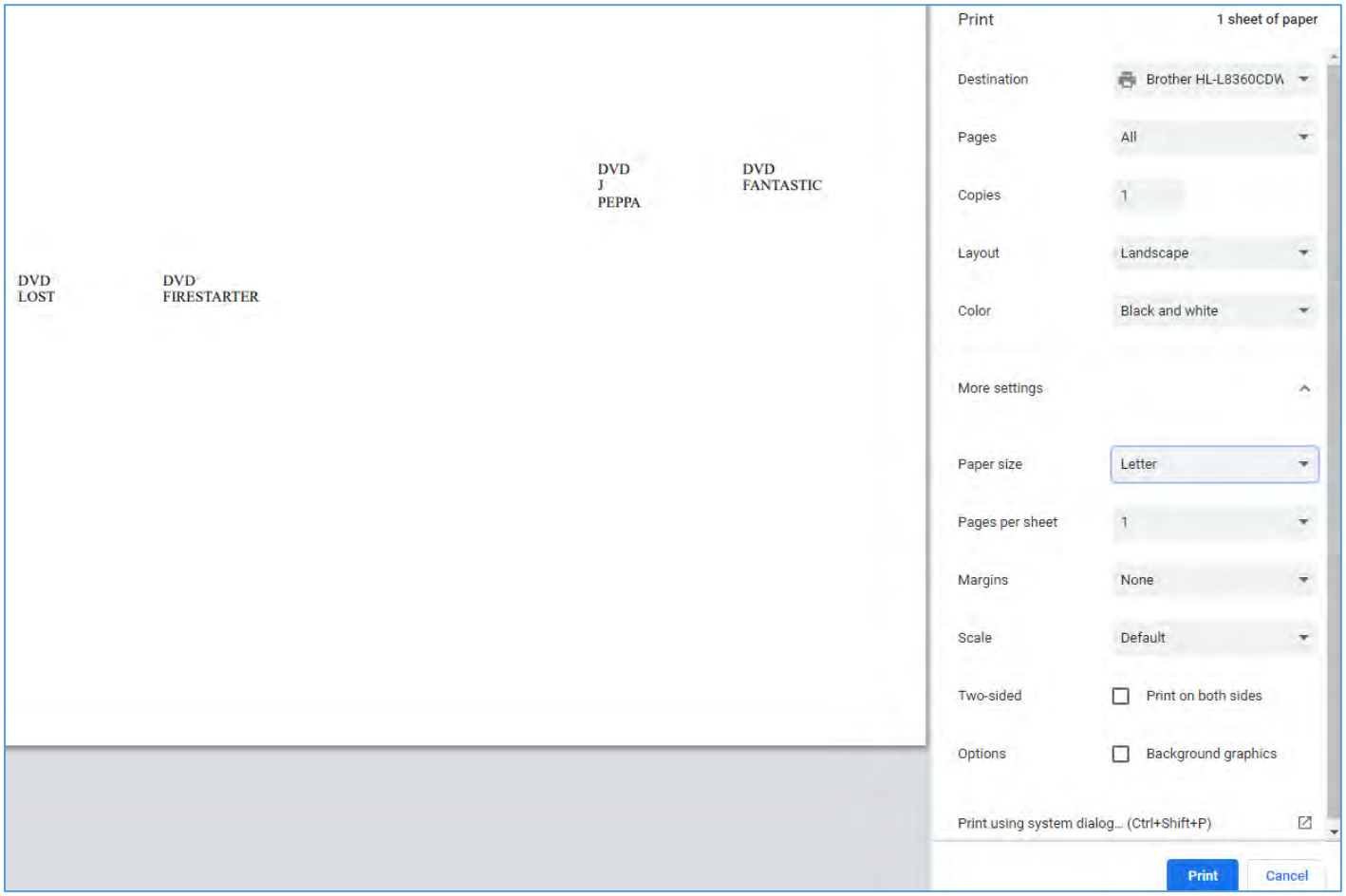
If additional changes need to be made to the information on the call labels, click the lock icon at the top right. This will open up to let you make any corrections. However, it will not make any changes to the record. Permanent changes will need to be made directly in the record.



(Right click to bring up printing options).

Regular Call Stickers

Regular call labels will need the following printing parameters:

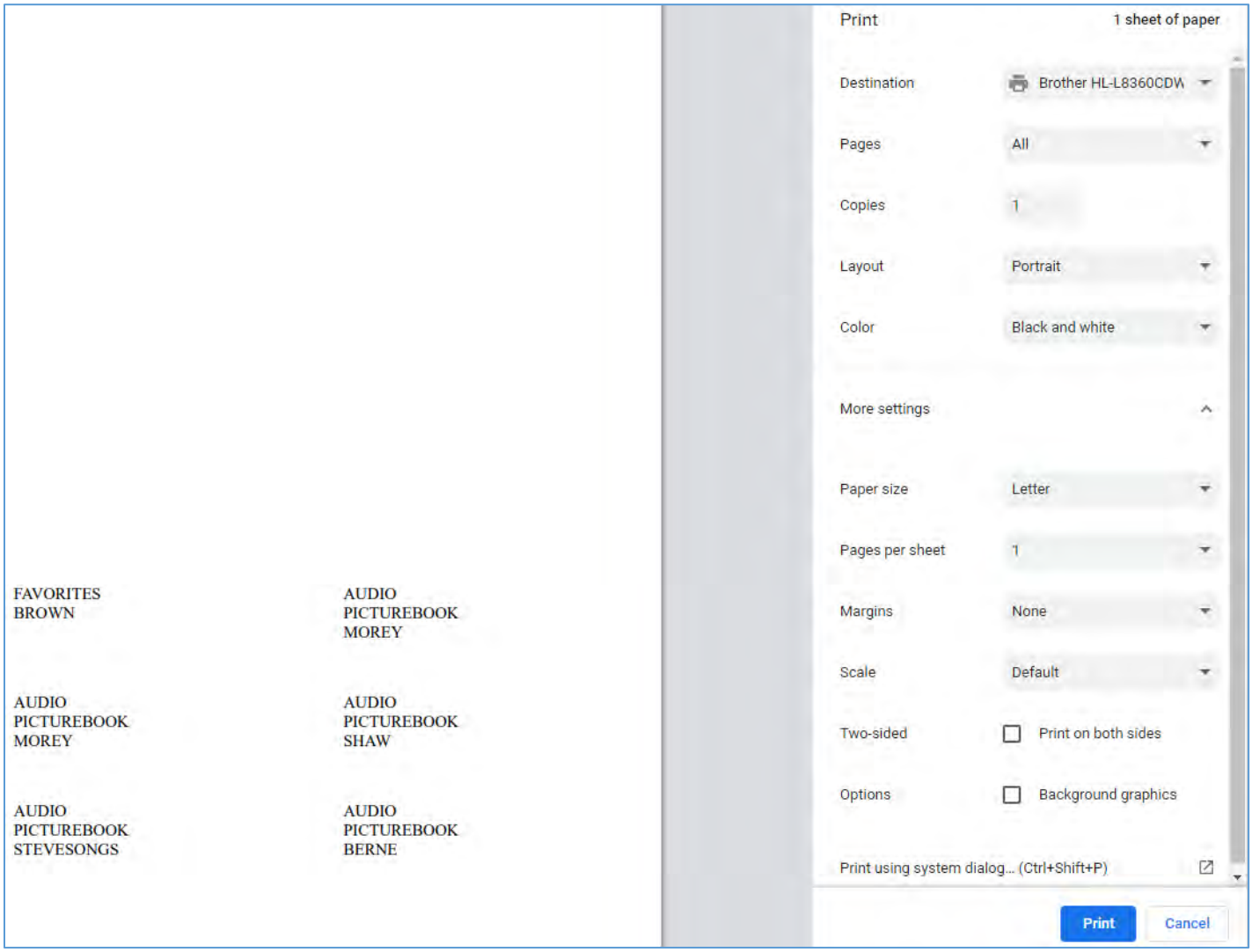


These are numbered on the sheet as:

- 1-6
- 7-12
- 13-18
- 19-24
- 25-30
- 31-36

Picture Book Call Stickers

Picture Book call labels will need the following printing parameters:



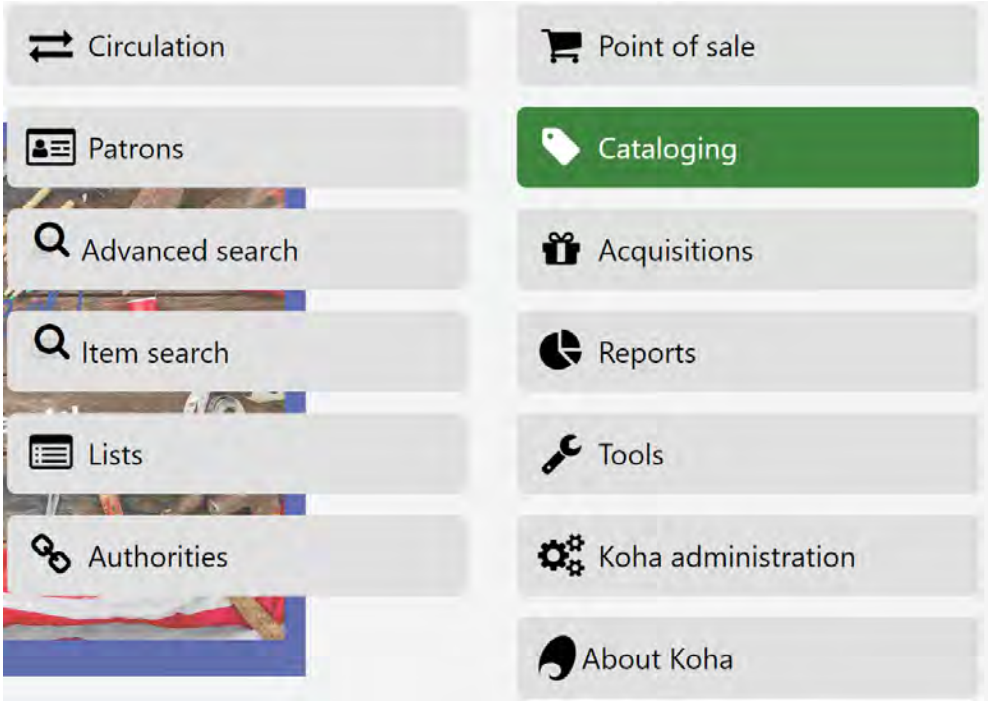
These are numbered on the sheet as:

- 1-2
- 3-4
- 5-6
- 7-8
- 9-10
- 11-12
- 13-14
- 15-16

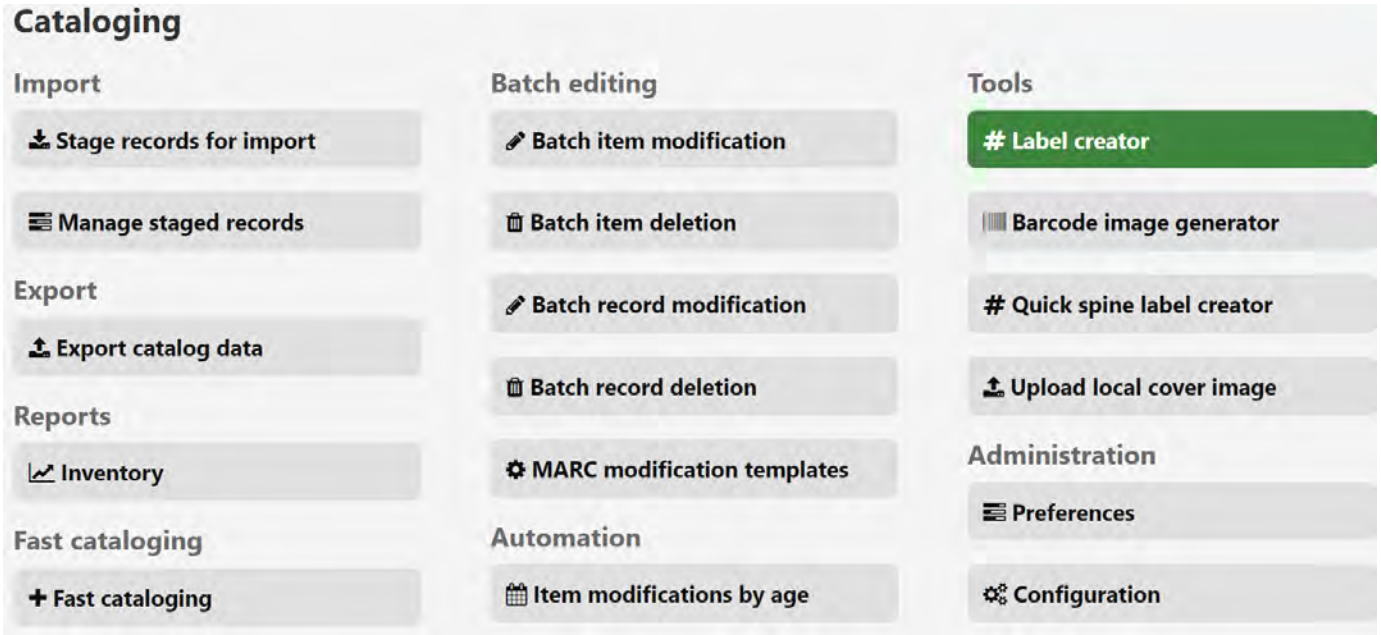
Deleting Label Batches

To delete label batches:

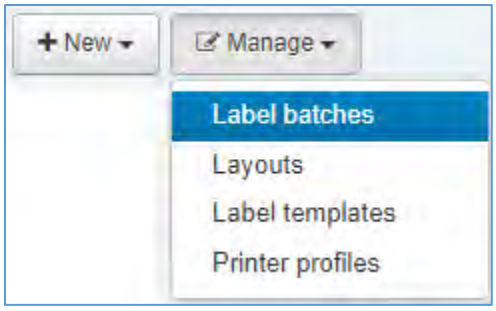
1. Select “Cataloging”.



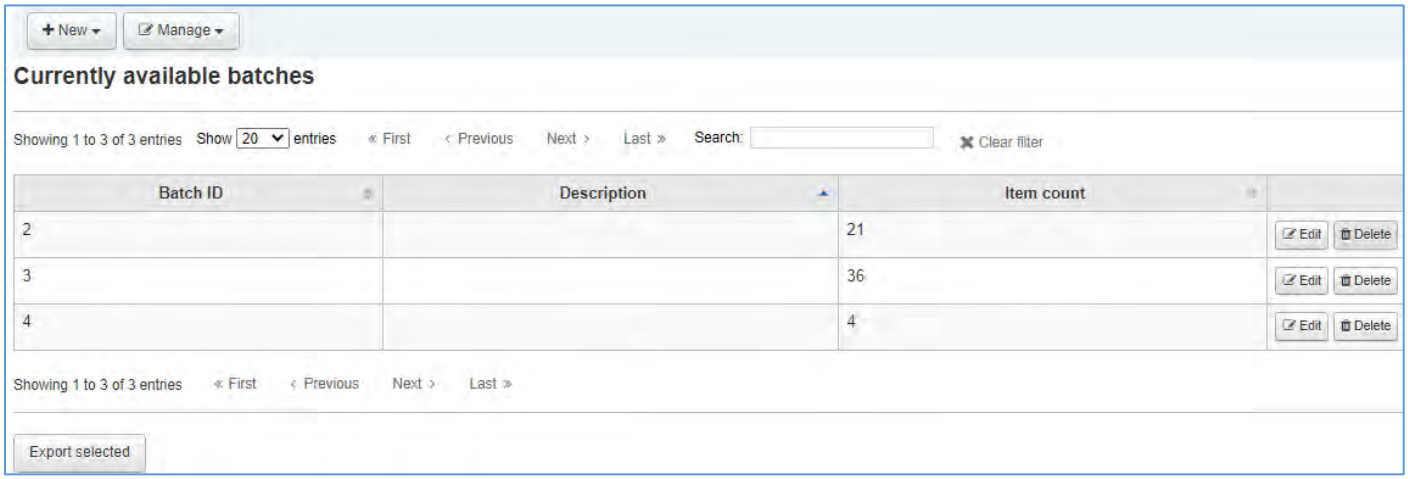
2. Select “Label creator”.



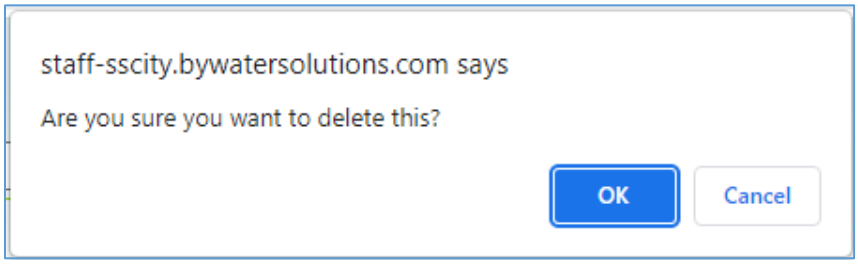
3. Select “Label batches” in the “Manage” drop down menu.



4. Delete each batch individually by selecting the “Delete” button.



5. Select “OK” button in the pop-out window at the top of the screen.



DVD/CD Disc Stickers

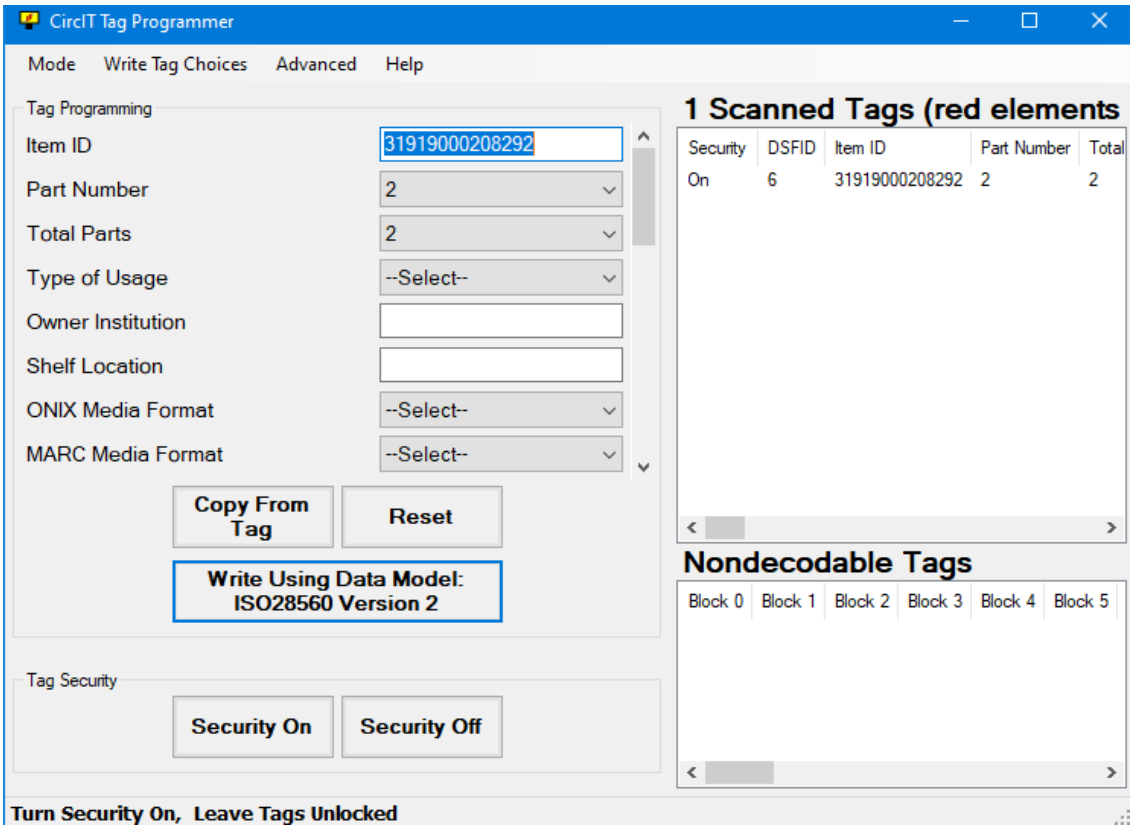
To print DVD disc stickers

1. Go to:
   - Common (\\css-dc01) (S:)
     - 13 LIBRARY
     - Cataloging
     - Disk Labels
2. Click into the label and edit in the information you need to print.

3. If not using a whole sheet, clear the labels not being used.
4. Click print.

DVD/CD (Koha) TBD

A ticket is open with koha to have an upgrade that does these eventually.

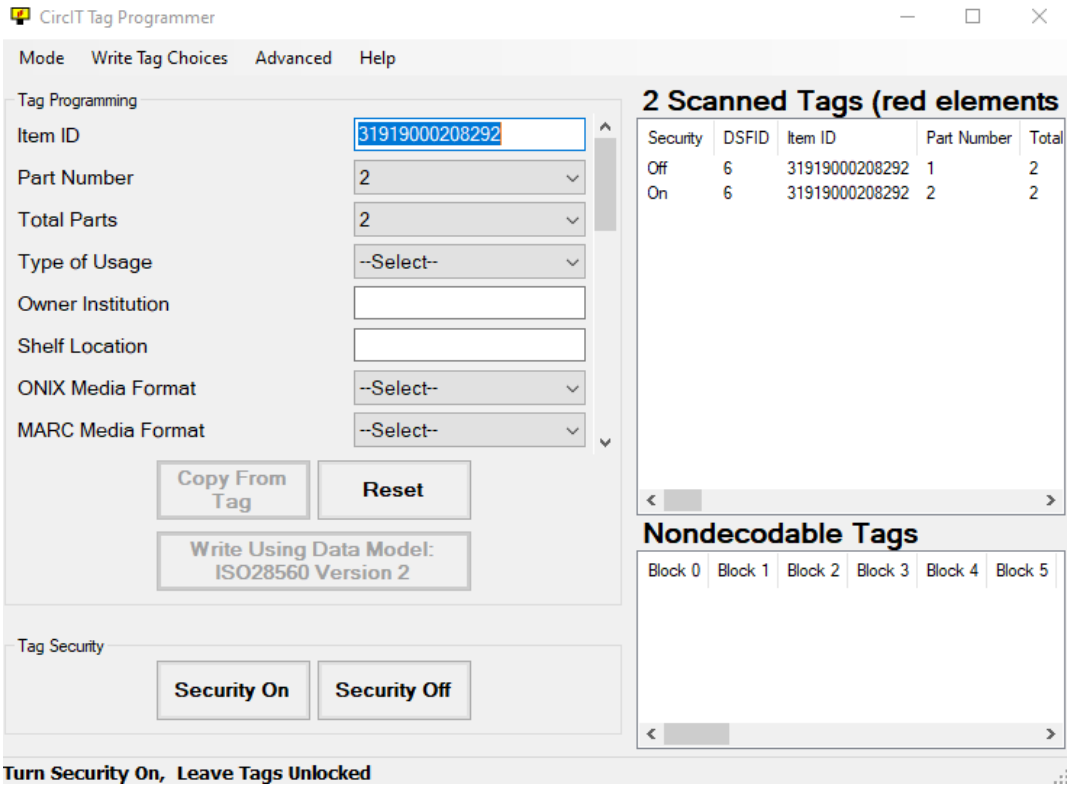


RFID (Security Tags)

To activate the RFID (security) tags:

1. Open the CircIT Software
2. For books:
    a. Scan the item ID.
    b. Put book on the pad.
    c. Click the “Write Using Data Model: ISO28560 Version 2” button.

3. For DVDs/CDs (audiobooks, movies, some video games, etc.):
    a. Scan the item ID.
    b. Depending on how many RFID tags (both square and circular) you're activating, put the final number of tags in the "Total Parts" field and which number of the final number of tags you're activating in the "Part Number" field.
    c. Put DVD, CD, or cover art on the pad.
    d. Click the "Write Using Data Model: ISO28560 Version 2" button.
    e. Continue this process until all RFID tags for the item are activated.



Post-Cataloging Processing

Call Stickers Should Be Placed

- ¼ inch from the bottom of an item (or its artwork insert), where the text aligns left with the spine of the item.
- On the front outside of a container with a special item (these are typically kits and games).
- On the luggage tag for a recreation or Library of Things item.

Additional Stickers

Regular Items:

- Apply the graphic novel, young adult, biography, Spanish, leveled reading, and oversize stickers as appropriate.
- Apply the appropriate series color sticker to the space on the right of the first line of text on the call sticker when needed.
- Apply the appropriate color sticker for picture books above the call label.

Without Dust Jacket

- Cover items with just the call sticker with the 1.5 by 3.25 inch clear label protector.
- Cover items with 1 spine sticker in addition to the call label with the 2.5 by 4 inch clear label protector.
- Cover items with 2 spine stickers in addition to the call label with the 2.25 by 4.5 inch clear label protector.
- Picture Books cover the call sticker and color sticker with a 2.5 by 4 inch clear label protector.

With Dust Jacket

- Separate into piles for new and not new and place on the processing desk with signs on top of them.

Specialized Responsibilities

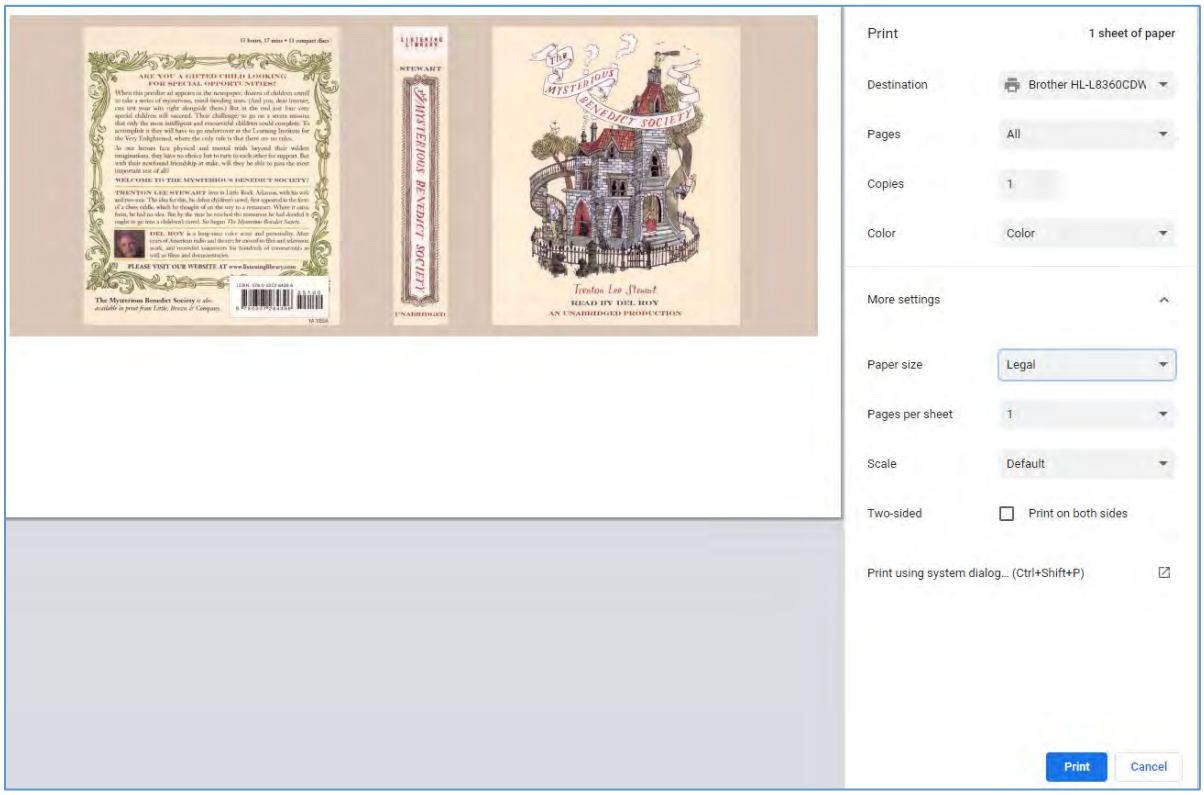
Printing Replacement Artwork

For audio books and DVD/video games.

To Replace/re-create artwork:

1. Log into Midwest Tape.
2. Scan the item SKU/barcode or enter the title into the search line and select matching record.
3. Below the thumbnail, find images that coordinate with the item.
4. Using the Google Drawing feature in Google Drive, “copy image” and paste into Google Drawings.
5. Make changes to the page set up in the file (11 x 8.5 or 14 x 8.5) depending on which type/size of artwork needs to be recreated.
6. After getting the images put in order, print and trim.

7. Below are the print settings needed for audiobook artwork: legal-sized paper will need to be fed through the printer's manual tray. DVD/video game artwork generally fits on 8.5 x 11 (letter) sized paper.



Donations

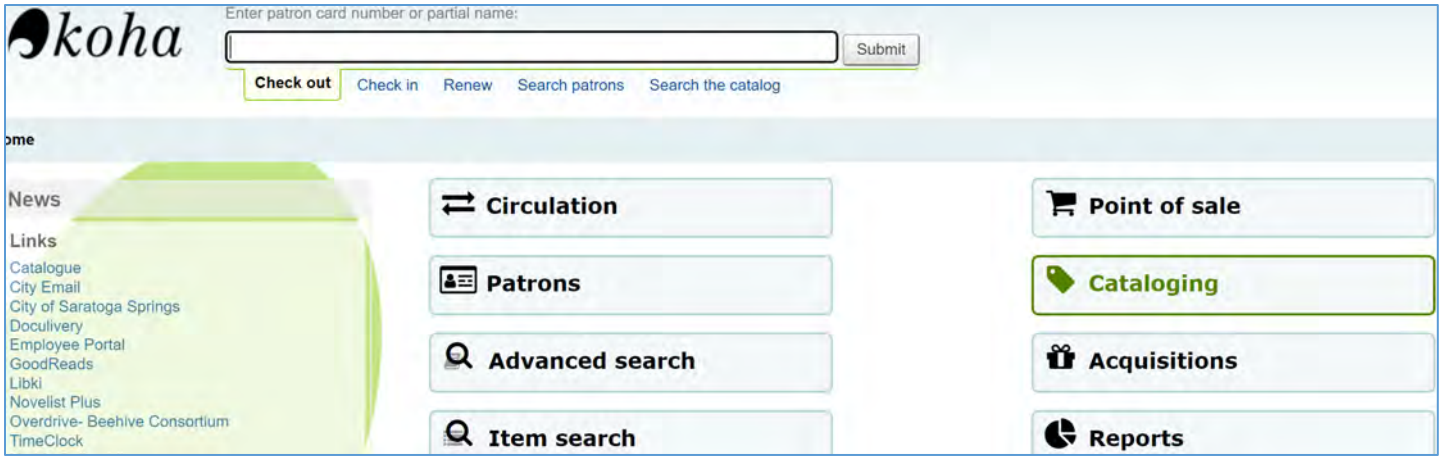
A donation is an item given to the Library. Any item will only be considered if the item meets the Library Collection Policy requirements. Items will then need processed and cataloged. If we are not adding the item, it can be used for: a book swap, to DI, a donation bin, or to re-sell back to Baker & Taylor.

Separating and Moving Item Records

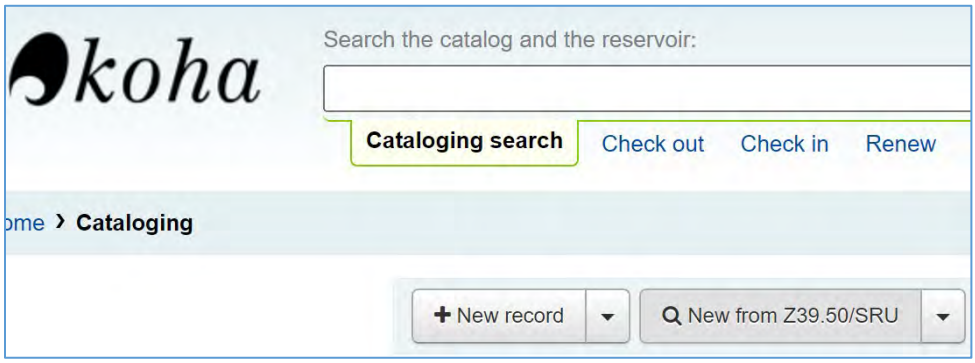
Koha has a tool to move an item record from one biblio record to another, thereby maintaining the item's circulation statistics.

To find or create a new biblio record:

1. Go to Koha.
2. Go to "Cataloging".

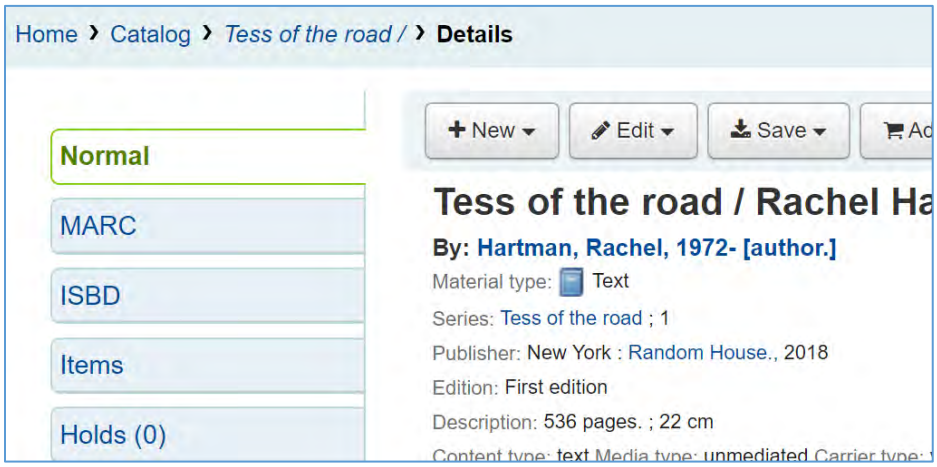


3. Click on “New from Z39.50/SRU”.

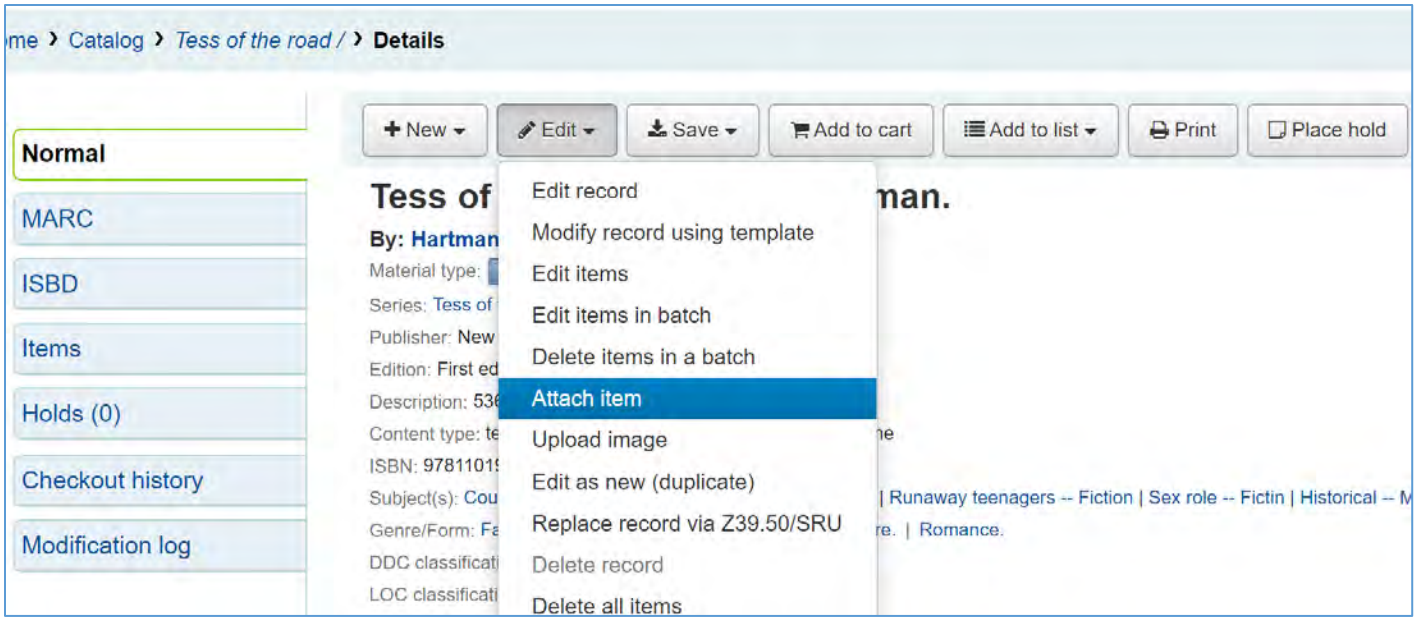


4. After inputting record information, “save” without filling in the item information (this will be moved over from the other record).

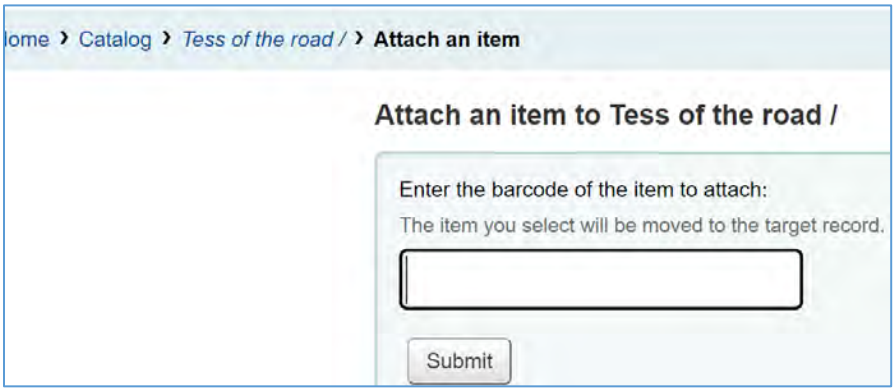
5. Go back to the “Normal” screen.



6. On that new record, click the “Edit” drop down menu.
7. Select “Attach item”.



8. On the next screen, enter the barcode.
9. Click “Submit”.
10. Koha will move the existing item and barcode to the new biblio record and maintain all of its circulation history.



Merging Duplicate Records

To merge duplicate records:

1. Search for the title in the catalog and click “Submit”.



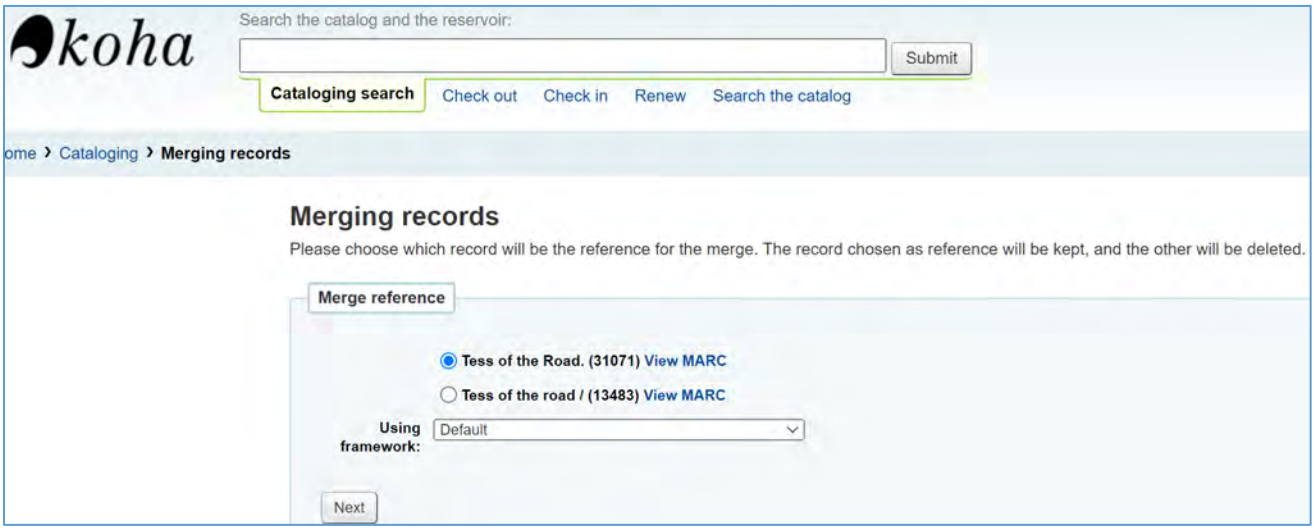
2. Select the duplicate records.

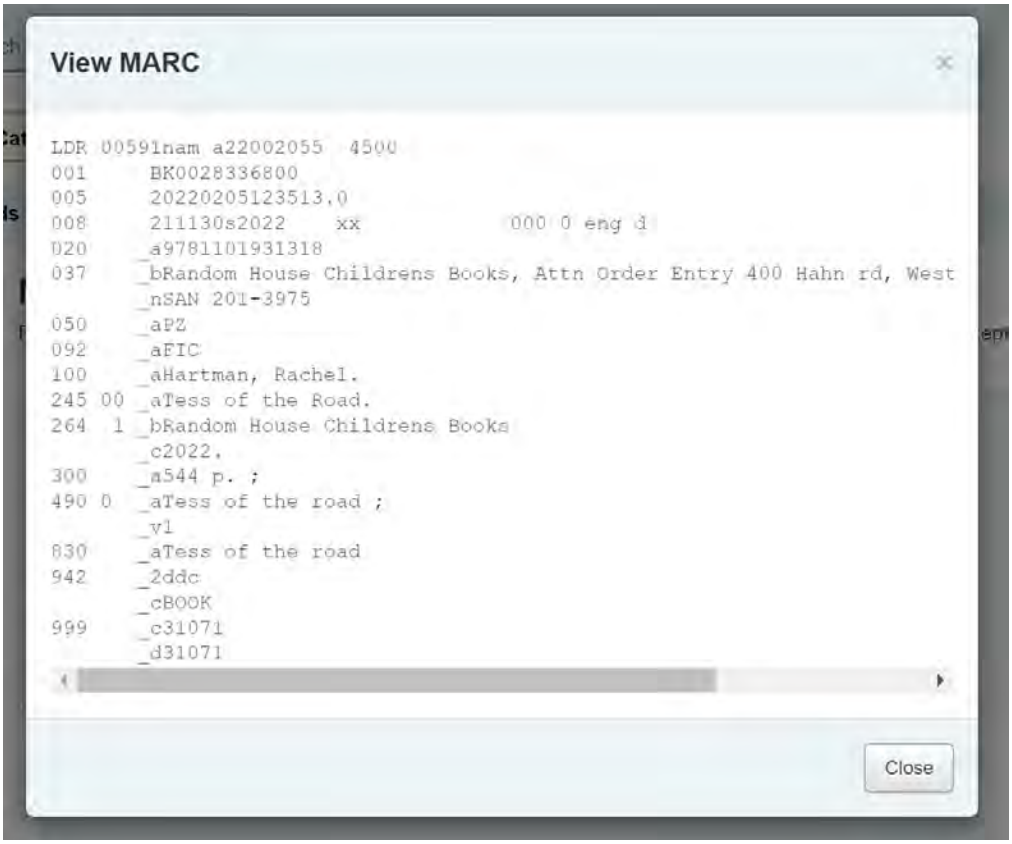


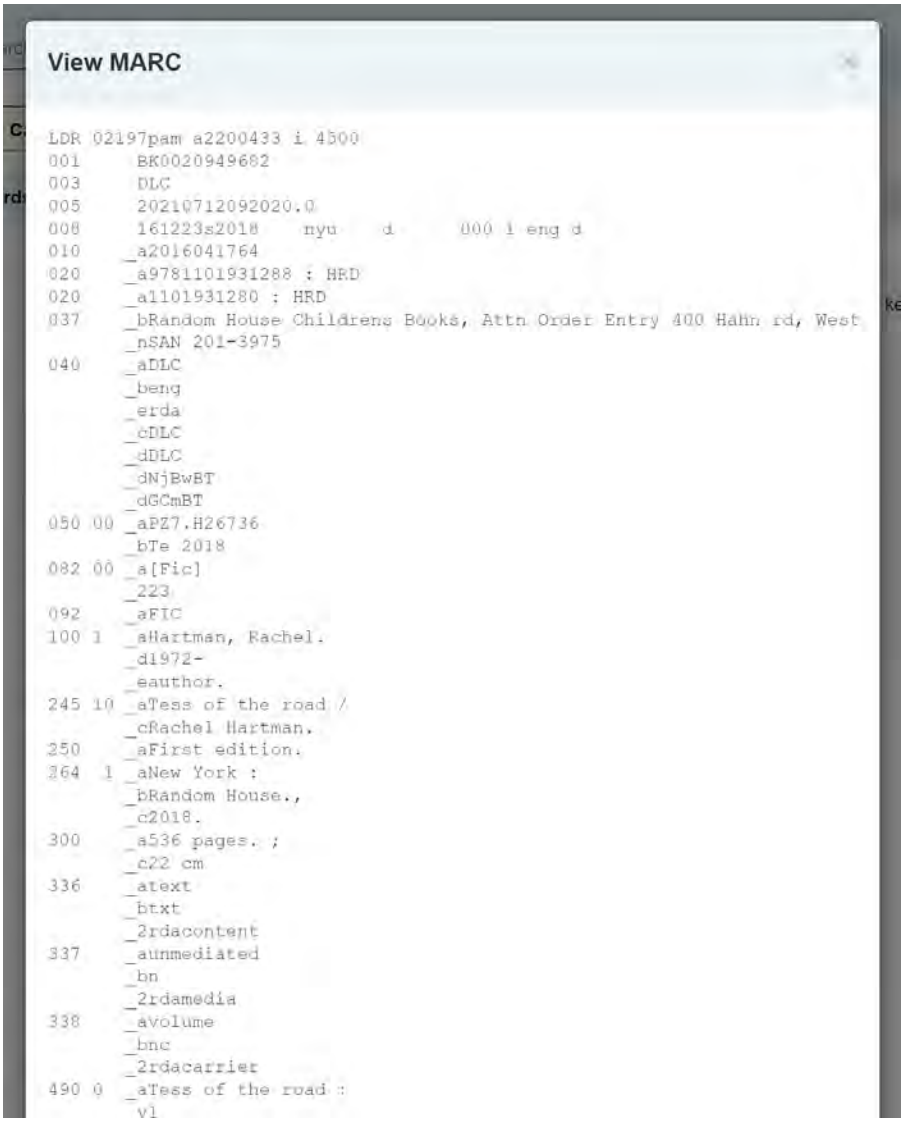
3. At the top right corner, select the “Edit” drop down menu and choose “Merge records”.



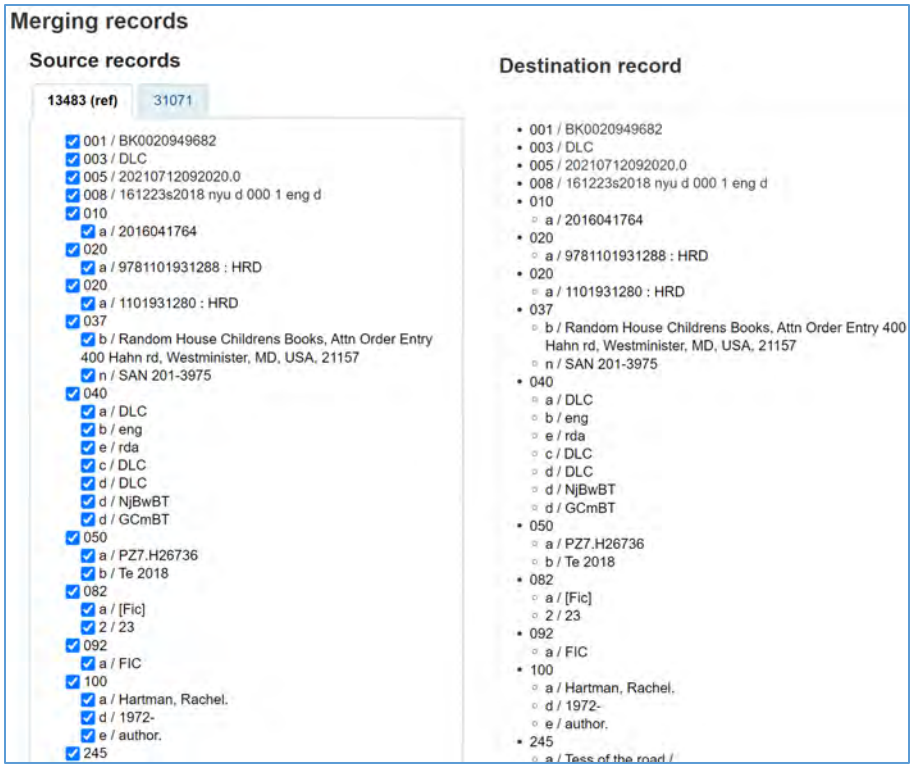
4. View the MARC records to determine which is the most complete.



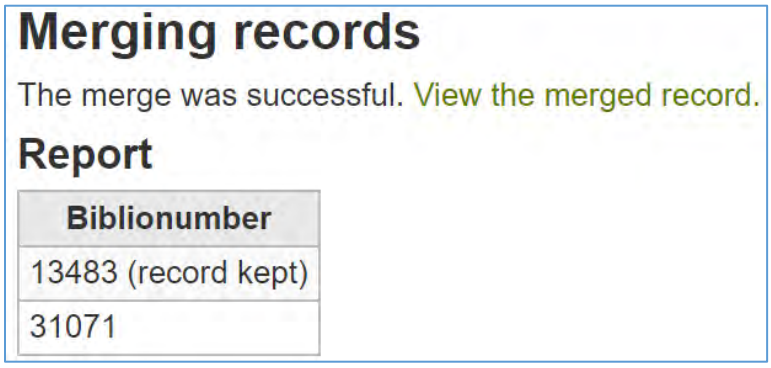




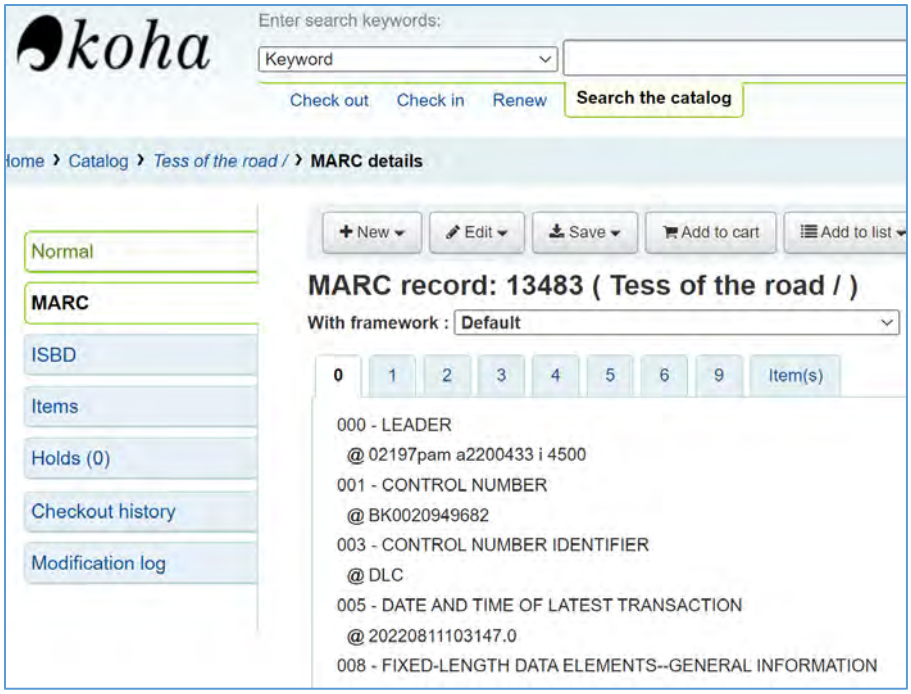
5. Select any additional information that should be retained. De-select unnecessary or duplicate information.

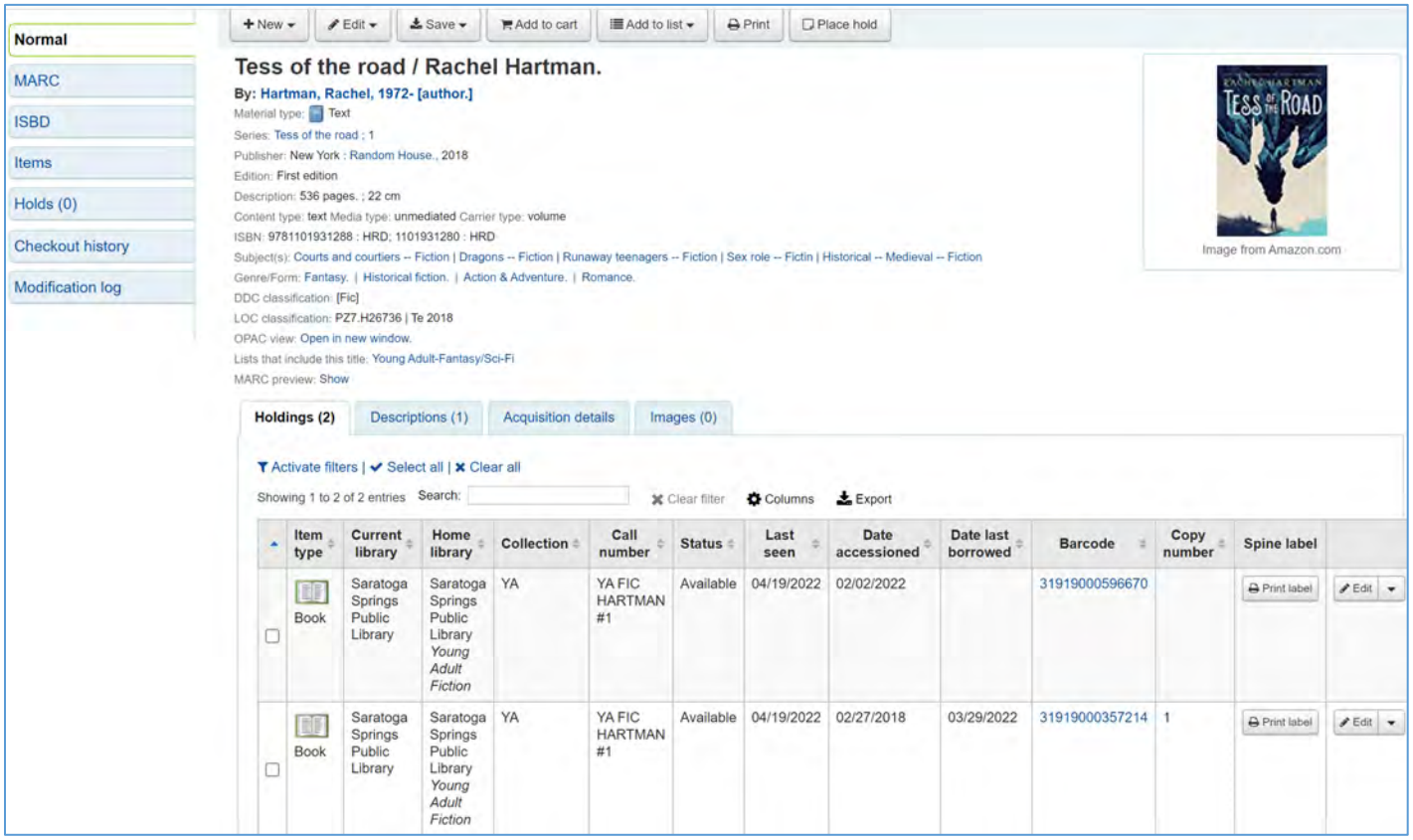


6. View the merged record.

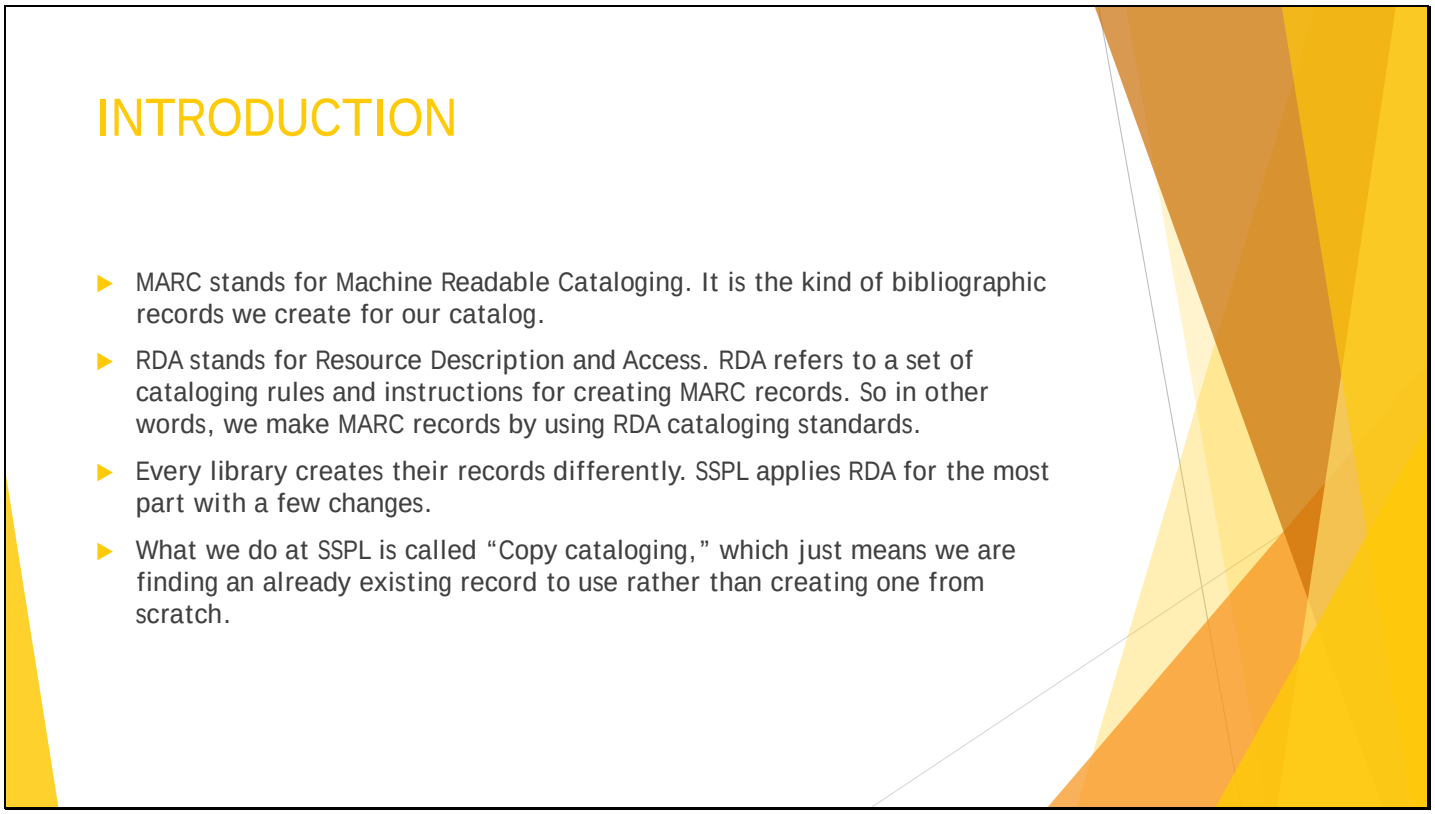


7. Select the “Normal” tab to see the completed merge.


koha
Enter search keywords:
Keyword
Check out
Check in
Renew
Search the catalog
Home › Catalog › Tess of the road / › MARC details
Normal
MARC
ISBD
Items
Holds (0)
Checkout history
Modification log
+ New
Edit
Save
Add to cart
Add to list
MARC record: 13483 (Tess of the road /)
With framework : Default
0
1
2
3
4
5
6
9
Item(s)
000 - LEADER
@ 02197pam a2200433 i 4500
001 - CONTROL NUMBER
@ BK0020949682
003 - CONTROL NUMBER IDENTIFIER
@ DLC
005 - DATE AND TIME OF LATEST TRANSACTION
@ 20220811103147.0
008 - FIXED-LENGTH DATA ELEMENTS--GENERAL INFORMATION


Normal
MARC
ISBD
Items
Holds (0)
Checkout history
Modification log
+ New
Edit
Save
Add to cart
Add to list
Print
Place hold
Tess of the road / Rachel Hartman.
By: Hartman, Rachel, 1972- [author.]
Material type: Text
Series: Tess of the road ; 1
Publisher: New York : Random House., 2018
Edition: First edition
Description: 536 pages. ; 22 cm
Content type: text Media type: unmediated Carrier type: volume
ISBN: 9781101931288 : HRD; 1101931280 : HRD
Subject(s): Courts and courtiers -- Fiction | Dragons -- Fiction | Runaway teenagers -- Fiction | Sex role -- Fictin | Historical -- Medieval -- Fiction
Genre/Form: Fantasy. | Historical fiction. | Action & Adventure. | Romance.
DDC classification: [Fic]
LOC classification: PZ7.H26736 | Te 2018
OPAC view: Open in new window.
Lists that include this title: Young Adult-Fantasy/Sci-Fi
MARC preview: Show
Image from Amazon.com
Holdings (2)
Descriptions (1)
Acquisition details
Images (0)
Activate filters | Select all | Clear all
Showing 1 to 2 of 2 entries
Search:
Clear filter
Columns
Export
Item type
Current library
Home library
Collection
Call number
Status
Last seen
Date accessioned
Date last borrowed
Barcode
Copy number
Spine label
Book
Saratoga Springs Public Library
Saratoga Springs Public Library Young Adult Fiction
YA
YA FIC HARTMAN #1
Available
04/19/2022
02/02/2022
31919000596670
Print label
Edit
Book
Saratoga Springs Public Library
Saratoga Springs Public Library Young Adult Fiction
YA
YA FIC HARTMAN #1
Available
04/19/2022
02/27/2018
03/29/2022
31919000357214
1
Print label
Edit

Appendix A: MARC Records and RDA

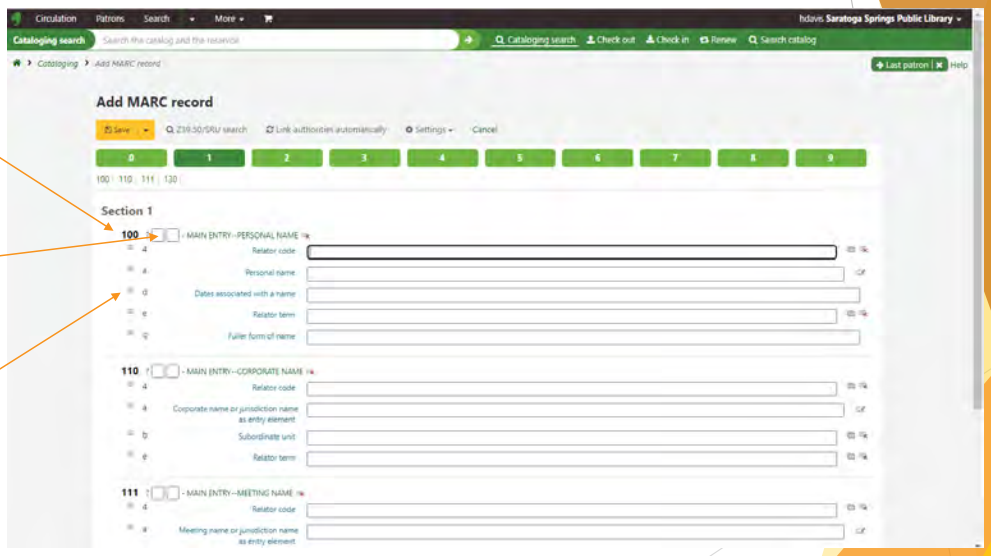


WHAT IS CATALOGING?

- We are creating records for our catalog in a way that allows our patrons to be able to find items they need. MARC records allow patrons to search for an item by the author, ISBN, title, variations of a title, target audience, subject, etc.
- There are two main parts to creating a full record:
  - Descriptive Cataloging: Describes the item.
  - Subject Cataloging: Represents the subject(s) of the book.
- The details of the item and its subjects are what help people find what they're looking for.

MARC Record Format

- Tags
- Indicators
- Subfields



SECTION 0

- Leave almost everything here as is except the following:
- 020: The 020 tag is where we put the book's ISBN. If the ISBN of the book you have is not already in a 020 tag, add one. Both indicators should be blank.
- 040: This tag will have information about the organization that originally made the record. Leave everything as is except subfield c (Transcribing agency). Add/change to say Saratoga Springs Public Library

SECTION 1

- This section describes the main contributor of a work. 99% of the time, this means the author, but that is not always the case. There can only be one 1xx tag in a record (other contributors to a work go in a different section).
- The most common entry you will see/enter here is in the 100 tag. If a book was written by a person, their name will go here.
- 110 tag: If a book was written by a corporation, the name of the corporation will be entered in a 110 tag instead of a 100 tag.
- 111 tag: If a work contains the proceedings or reports from a meeting, then the meeting name is entered in a 111 tag. I have not seen this used at SSPL.
- 130 tag: Uniform title (I don't know what this means but I've never seen it used)

SECTION 1 CONTINUED

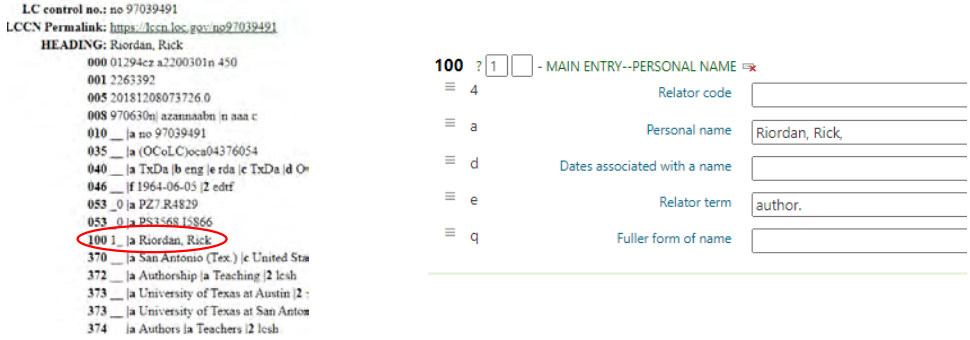
- Formatting is very specific. Technically, entries in 1xx fields should follow the exact formatting that is in the LC Authorities website: https://authorities.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&PAGE=First
- Search by Name. Type in the author's last name, first name for best results:



- If multiple results with the same author name pops up, choose the option that says "Authorized." Click the red authorized button and then click "Authority Record," then the author's name (Note: some authors have the same name. You can check out the 670 tags in the authority record for bio information to verify you've got the right person)

SECTION 1 CONTINUED

- Find the 100 tag in the authority record and format your 100 tag exactly the same (including the same indicators):

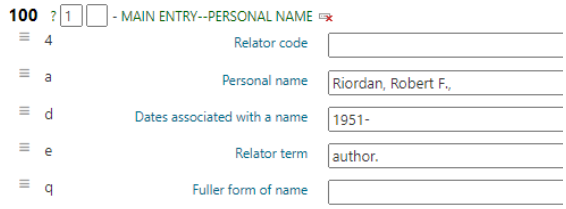


- Because there is nothing else after "Rick" punctuation should end with a comma. In the subfield e dropdown menu, choose the correct relator term (usually "Author.")

SECTION 1 CONTINUED

- Other examples:

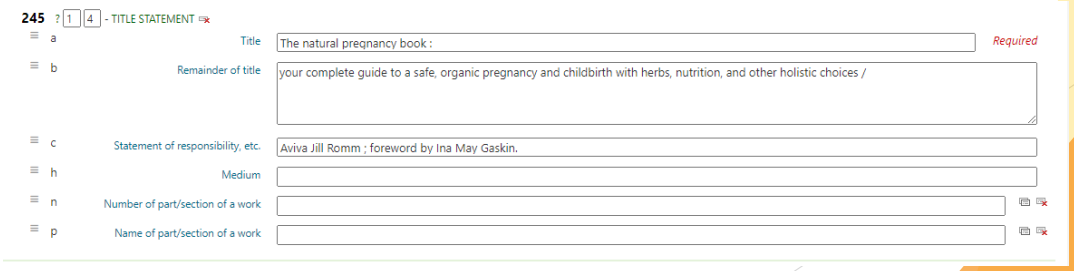
```
010 __ |a no2019114012
035 __ |a (OCoLC)oca12321593
040 __ |a CaBViV |b eng |e rda |c CaBViV
046 __ |f 1951 |2 edtf
100 1_ |a Riordan, Robert F., |d 1951-
374 __ |a Poets |a Editors |2 lcsh
670 __ |a Orgasms of light : the Gay Sunshine
```



- Note: if the date looks like "1951-" the "-" replaces the comma that would normally be at the end. If the date was "1951-2024" then it would have a comma at the end.
- Indicators: Usually 1_. This means the author has a normal name with a first and last name. If a book was written under a family name or a sovereign, the indicators may change. You can look under authorities for guidance.
- If you can't find the name in Authorities, create the 1xx yourself using only subfield a and e. (follow exact punctuation):
  - Subfield a: Last name, First name,
  - Subfield e: author.

SECTION 2

- 245 tag: Indicator 1 will be 1 if there is a 1xx. Indicator 2 is the number of spaces before the first letter of the title that is not a, an, or the (non-filing articles). If the title does not have a, an, or the at the beginning, the second indicator will be 0. If it's "a" then the second indicator will be 2 because there are two spaces (a, space), etc.
- Capitalization: Cap only the first letter of the first word in a title. The exception is if the title includes proper nouns. All proper nouns are capitalized.
- Punctuation: the easiest way for me to remember punctuation in the 245 tag is to remember what punctuation comes BEFORE a subfield.
- The punctuation before a subtitle is space colon. The punctuation before the statement of responsibility is space forward slash. If there are multiple contributors, separate unsimilar ones with space semicolon space.

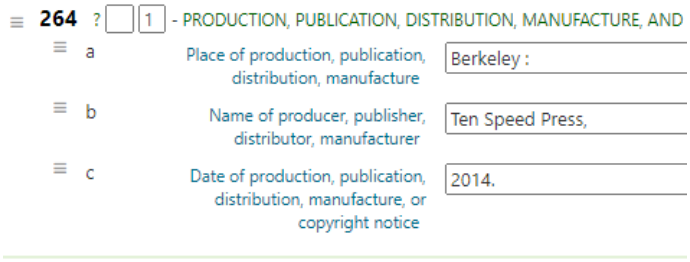


SECTION 2 CONTINUED

- 246 tag: Enter any variation of a title that a patron might use to find a book. Indicators vary. Use the question mark for reference.
- No non-filing articles and no period at the end
- Common examples:
- 245: 101 dalmatians 246: One hundred and one dalmatians
- 245: Holden and Paige 246: Holden & Paige
- Cover title if different from title page title
- Spine title if different from title page title
- “At head of title”
- Subtitle

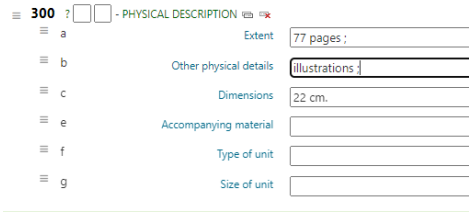
SECTION 2 CONTINUED

- 250 tag: Edition statement. Add if you find one in the book (cover, title page verso, etc.) Follow format that's in the book. Ends in period.
- 264 tag: Publication information
  - Subfield a: Place of publication :
  - Subfield b: Name of publisher,
  - Subfield c: Date of publication.



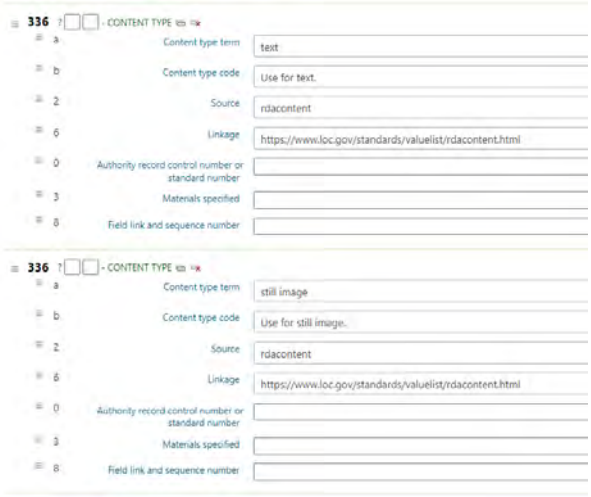
SECTION 3

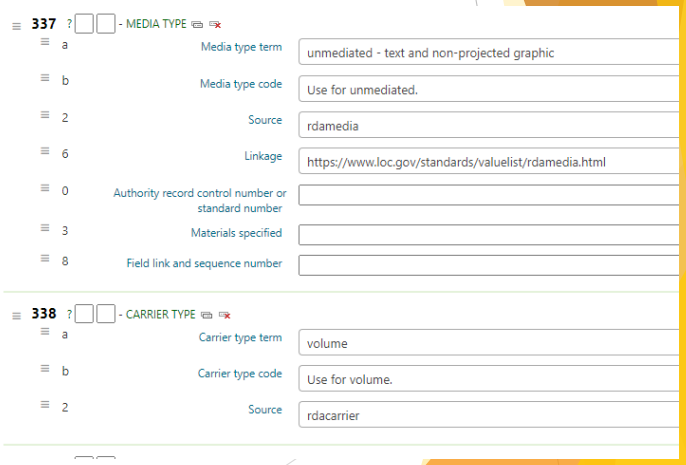
- 300 tag: This is the physical description of the book.
  - Subfield a: number of pages. Add roman numeral pages as well. The page number should be the number of the last numbered page (so don't include unnumbered pages at the back). Punctuation is space semicolon.
  - Subfield b: If the book contains images or anything else other than text, it will be added here. If this is already filled out, leave as is. If not and there are images, you can just write "illustrations" (not capitalized). If there is only one picture, write "illustration." Punctuation is space semicolon.
  - Subfield c: Height of the book in centimeters ending in period. If the length of the book is more than the height, then format it like this: 24 x 26 cm. Otherwise, just the height dimension is needed.



SECTION 3 CONTINUED

- 336, 337, 338 tags: Use dropdown menus. Will always be the same. If the book has illustrations, add an additional 336 (like in the example below).





SECTION 3 CONTINUED

- 385 tag:
  - Subfield a: Find the best match. Use Baker & Taylor (or Amazon or anywhere you can find it) for reference. Grades 7-9 would be Adolescent, 10-12 Young Adult.
  - Subfield 2: Source where you got the audience information.

SECTION 4

- Delete anything that is in this section. SSPL does not use this section.

SECTION 5

- If there are 500, 504, or 505 tags, leave as is
- 520 tag: Summary. Find the fullest summary you can find and add it here. We are hoping for about 3 lines or longer. I have my best luck with Goodreads.
- 521: Indicators should be 1_ for age; 2_ for grades. Use the dropdown menu and select the best match. Add subfield b for source.
- 586: no indicators. Add any awards information you find on the book or in Baker & Taylor.

SECTION 6

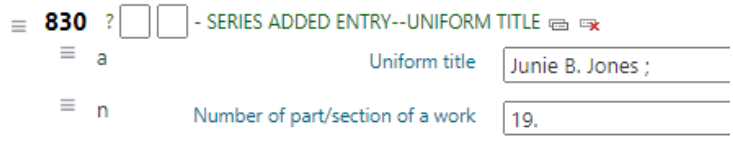
- Leave all subject headings as is (600, 610, 611, 630, 650, 651)
- Make sure the 655s are authorized terms. Refer to the Genre terms PDF for a list of approved terms. Indicators should be _7. Add all 655s you can think of. Should end in a period.

SECTION 7

- The 7xx fields complement the 1xx fields. These tags are for all other contributors to a work. Unlike the 1xx tags, there can be multiple 7xxs. Format should be the same as in the 1xxs.

SECTION 8

- Delete anything in the 800 tag.
- Add series information in the 830 tag.
  - Subfield a: Series title ;
  - Subfield n: Number the book is in the series.



SECTION 9:

- Delete all tags other than 942.
- 942 should look like this:

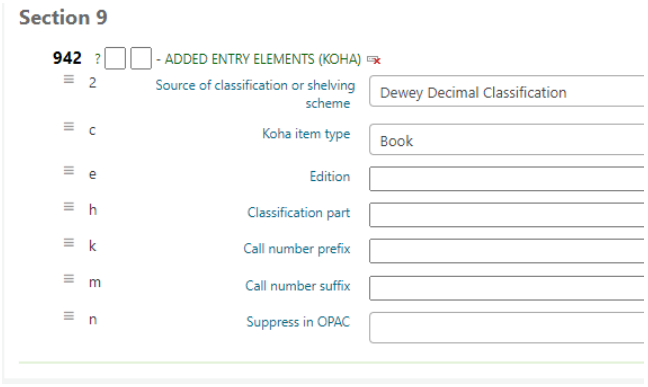


EXHIBIT B

Services to be Performed, Goods to be provided, and Fee Proposal

City of Saratoga Springs

Contractors for Collection Development
Including a Separate Opening Day Collection

Due July 1st, 2024

Prepared By

Children's Plus, Inc.

1387 Dutch American Way

Beecher, IL 60401

Phone | (800) 230-1279

Fax | (800) 896-7213

Email | bids@hellocpi.com



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1. RFQ COVER LETTER

Children's Plus, Inc. (CPI) is pleased to present this proposal to supply Collection Development and Opening Day Collection services and products to the City of Saratoga Springs, per the library's specifications.

CPI is a school and public library wholesaler located in Beecher, IL. Since 1979, we have built our business on a commitment to not just selling books, but cultivating relationships with our vendors, publishers and customers, from single-site small town libraries to some of the largest library systems and school districts across the country.

We understand that our customers are not a "one size fits all". We believe that each school and library is as unique as every reader we serve and are committed to delivering high-quality solutions to meet these individual needs.

Through the experience of servicing thousands of public library customers, we believe we can be the Pre-K through YA print materials, cataloging, and processing solution for Saratoga Springs With our on-site professional catalogers and processing staff, state-of-the-art bindery, on-staff certified librarians to assist with collection development, and some of the best shipping times in the industry, we are confident in our ability to service the City.

For questions pertaining to this RFP, please contact us at bids@hellocpi.com or (800) 230-1279 at your earliest convenience. We appreciate the opportunity to bid on this project and look forward to your response.

Sincerely,

John G. Walsh

Vice President

2. ORGANIZATIONAL BACKGROUND & CONTACT INFORMATION

CPI was founded in 1979 as a library distributor specializing in children's and young adult materials for public libraries. Since then, we have grown to serve thousands of libraries across the nation, including some of the largest public library systems and school districts.

CPI has over 160 employees, including dedicated account managers nationally located. Our corporate headquarters, located in Beecher, Illinois, houses our 40,000 square foot warehouse with over 1 million volumes in stock. The corporate headquarters is also the location of our state-of-the-art bindery, where our exclusive, high-quality prebound books are produced. Both the warehouse and the corporate office is open 7:30am to 5:00pm CST, Monday through Friday.

In addition to the thousands of titles listed on our website at www.hellocpi.com, we can furnish virtually any title in print. CPI represents all major U.S. publishers, as well as hundreds of smaller, independent presses. We have access to over 420,000 children's and young adult titles, including trade literature, school library publishers, Spanish, prebound collections, and more.

As we've grown, we've remained committed to providing the best in customer service, and we've worked to continue to add the value, tools, and resources needed for supplying today's libraries.

Nancy Boeckstiegel, VP of Operations, will be the lead account manager and main contact. Nancy has an extensive background in both education and administration at both the elementary and middle school level. She has been instrumental in forging strong and successful partnerships across both educational and public library sectors. During her decade with CPI, Nancy has managed significant and specialized projects with our key customers all to great prosperity. Nancy can be reached at nancyb@hellocpi.com or (708) 946-4157.

3. WORK PLAN WITH PROVISIONS A, B, C, D

PROVSION A – CONTRACTOR SERVICES

A) CPI will supply a broad spectrum of Library materials in sufficient quantities to meet the needs of the collection. CPI has access to over 420,000 children's and young adult titles, including trade literature, school library publishers, Spanish, prebound collections, and more.

B) CPI will provide generated selection lists for specific types of material when requested.

C) CPI will deliver full RDA-compliant MARC records to the City on a pre-determined schedule, as appropriate.

D) CPI will complete fund accounting for all purchases.

E) CPI has staff ready and able to assist with Opening Day Collection delivery, scheduling, shipment, and unboxing.

1) CPI will store items until required delivery.

2) CPI will follow a delivery schedule that meets the requirements of the City.

F) CPI can provide the following materials in all subject areas:

1) Young Adult and Juvenile fiction

2) Young Adult and Juvenile nonfiction

3) Young Adult and Juvenile Mass market and trade paperbacks

4) Picture books, easy readers, and board books

5) Young Adult and Juvenile audiobooks on CD

6) Spanish language books

7) Chinese language books

G) CPI will provide the following for print materials:

1) New, processed, and shelf-ready books.

2) All materials fully cataloged with full RDA-compliant MARC records (bib and item level).

3) Live cataloging in the City Integrated Library System (ILS).

4) Shipment of items to the City.

H) CPI will provide the following for specialty print collections (Chinese language, Spanish language):

1) Delivery of full RDA-compliant MARC records to the City on a pre-determined schedule (no further cataloging or processing required).

2) Shipment of items to the City at a specified future date.

I) CPI will provide the following for audiovisual materials:

1) New, processed, and shelf-ready materials.

2) All materials fully cataloged with full RDA-compliant MARC records (bib and item level).

3) Delivery of full MARC record files to the City on a pre-determined schedule (no live cataloging in City ILS).

4) Shipment of items to the City.

J) CPI will provide shelving of items at the Library for Opening Day Collections at no additional cost.

PROVISION B – COLLECTION DEVELOPMENT

A) CPI has an online electronic proprietary ordering system found at www.hellocpi.com that City staff can search before ordering that allows the following functions:

1) Ability to search the system by ISBN, title, author, series, UPC, keyword on major fields, publisher, Dewey Decimal Classification (DDC), or a combination of fields.

2) Ability to limit search by grade level, publication date, binding, and material type

3) Ability to search by review source and its publication date.

4) Ability to sort records by publication date, author, title, DDC, and series.

6) Ability to know, during a search, if an item is already on another list or has already been ordered; Duplicate checking by title as well as ISBN is preferred.

B) CPI will provide specialty lists/carts for items designated by categories and determined by City staff. Each list/cart will be clearly labeled according to the appropriate category. Examples of lists that CPI can provide include pre-publication lists of upcoming popular releases, top sellers in specific subject areas or formats, or buying profiles based on Saratoga Springs Utah Public Library system wide collection performance.

C) CPI will provide descriptions and samples of selection lists/carts with proposal and clearly describe options available for delivering lists to City staff. City staff shall work with CPI to create selection list profiles and/or identify selection list needs after Project is awarded.

1) CPI has created 3 sample collection lists in the following evaluation account at www.hellocpi.com. Select “login” in the top right corner, select “Public Libraries” under “I represent:” and use the following credentials:
    - Username: CPIEVAL
    - Password: CPI2023!
2) The sample collection lists can be found under the “Lists” tab. These lists include:
    - 2024 Summer Reading Program – this list follows the 2024 Adventure Begins at Your Library theme for Summer Reading and includes recommended children’s titles from our CD team.
    - July Collection Development Recommendations – this list was created by our CD team and includes all of the new and exciting titles coming out in July 2024.

- July New Prebounds – this format list includes all of the CPI prebounds coming out in July 2024.

D) Selection lists/carts will be generated according to a schedule jointly agreed upon by City and CPI but no later than thirty (30) days after receiving access to the City's bibliographic database.

E) CPI will provide supplemental lists/carts at any stage at the City's request.

F) Selection lists will include the following information and will be sorted in accordance with City staff requests:

1) Author/Editor (last name, first name).

2) Title.

3) ISBN/ISSN.

4) Publisher.

5) Date of publication.

6) Edition.

7) Dewey number.

8) Series.

9) List price.

10) Discount price.

11) Total cost of list and total cost after discount.

12) Binding full text review, if available.

G) CPI will provide updated selection lists, as needed, for pre-publication items to ensure that the items are on order by Opening Day.

H) Previously selected titles will not appear on forthcoming selection lists.

I) CPI will provide the following formats over others when available:

1) Hardcover editions preferred over paperback editions for Juvenile titles.

2) Trade paperback editions preferred over mass market paperbacks for Juvenile titles.

3) Library editions preferred over standard hardcover or paperback editions for Juvenile titles.

4) When hardcover picture books are not available, CPI prebound (or other bindings of similar quality; level of acceptable quality to be determined by the City) are required.

PROVISION C - CATALOGING

A) For print materials (other than those providing only specialty print collections), CPI will catalog materials "live" in the City koha database, adding bibliographic records in real time.

1) CPI will access the ILS through the secure URL connections specified by the City.

2) CPI will not use the City koha database except to perform the work outlined in the RFQ.

3) CPI will be responsible for purchasing, installing, and testing the functionality of all equipment and software necessary to interface koha.

4) CPI has the capability to catalog materials to the exact specifications detailed in the Appendix B Saratoga Springs Public Library Cataloging Handbook.

5) CPI will use the City's current bibliographic database to determine if a new record is needed.

i) If the bibliographic record already exists at the City, CPI will provide item information to update the holdings information in the database.

ii) If a bibliographic record does not already appear in the City database, CPI provide MARC records which shall be modified or constructed in a manner consistent with the City's existing cataloging data and practices.

(a) Original cataloging will be done as OCLC-defined full level MARC records.

(b) CPI, upon selection, will supply sample files to assure compatibility with the City's online catalog and cataloging specifications.

B) CPI has the capability to interface with koha ILS database.

C) CPI will provide all staff support, office, and warehouse space, and the equipment and supplies necessary for the purchasing, processing, cataloging, and shipment of items (exception may be City provided barcodes).

D) Nancy Boeckstiegel, CP Operations, will serve as Project Manager during the contract period.

E) CPI has the capability to incorporate changes made by Saratoga Springs Utah Public Library during the course of the Project.

F) CPI will meet all of the following requirements:

1) Ability to start the Project no later than four (4) weeks after the contract awards.

2) Cataloging error rate shall not exceed 2%.

3) Processing error rate shall not exceed 2%.

4) Shipping error rate shall not exceed 2%.

5) Credit and replacement error rate shall not exceed 2%.

6) All Project target dates shall be met by Contractors.

7) Project shall pass any Project audits.

PROVISION D – ORDER HANDLING, REPORTING AND STATUS

A) CPI's fill rate will exceed 90% of all items ordered and ship from stock 85% of orders for available new titles within thirty (30) days from the receipt of order, including cataloging and processing time.

B) All items backordered and available from the publisher will be fully cataloged, processed, and delivered within 120 days of receipt of order.

C) CPI will list discount schedules, cataloging, and processing fees separately for each type of material.

D) CPI will identify duplicate orders for a title, should they occur, but allow for multiple and/or added copies when multiple copies are ordered.

E) CPI will cancel orders not supplied within 180 days. CPI will report cancellations to City monthly, including reason for cancellation.

F) CPI will establish separate order/fund accounts for each category of materials as defined by City staff. Each fund account shall have a cap determined by the City, which may not be exceeded or adjusted unless authorized by City.

1) CPI will provide a monthly status report for each fund account to include:

i) Percentage (%) of total allocation encumbered by fund account.

ii) Percentage (%) of total allocation expended by fund account.

iii) Percentage (%) of total allocation with working balance by fund account.

iv) Total units and dollars selected per month.

v) Cumulative (project to date) information on total units and dollars selected.

vi) Total amount encumbered by fund account including cataloging, added item, and processing charges.

G) CPI will describe procedures taken for handling defective materials. CPI offers a 100% satisfaction guaranteed. A call tag is issued for returns with no restocking fee. Credit is issued when product is received.

H) CPI will supply a monthly status report indicating the status of current unfilled orders.

I) CPI will provide a sample status report with bid reply and provide definitions for all status codes.

J) CPI will supply a separate confirmation report for each order placed which shall include:

1) Purchase order number.

2) Fund account number.

3) Order date.

4) Quantity.

5) Author/Editor.

6) Title.

7) Edition/binding.

8) Publisher.

9) Publication date.

10) ISBN/ISSN.

11) List unit price.

12) Price extension.

13) Discount price.

14) Total quantity.

15) Total price all copies after discount.

16) Additional shelf ready charges: cataloging, processing, added item, and linking to the City database.

PROVISION E – SHIPPING AND DELIVERY

A) Shipments will be packaged and shipped per the City's specifications. Boxes are numbered, so the library is aware of how many total boxes should be included in the shipment. Books are packed in double-walled boxed with brown paper to prevent damage to the materials. Shipments are sent from our Beecher, IL warehouse with a 98% guaranteed rate of accuracy. CPI is a 5-day ship point from Saratoga Springs, and orders can have expedited shipping upon request for an extra charge. Average ship

times for processed orders are 3-5 weeks from receipt of order. Our preferred carrier is FedEx.

B) CPI acknowledges the City reserves the right to inspect processing and cataloging of items prior to shipping.

C) CPI will:

1) store all materials included in the Opening Day Collection until requested by City.

2) Shipments shall be sent directly to the City.

3) Cartons must be clearly labeled by format and collection type.

D) CPI will supply and ship available items to the City on an ongoing basis and according to a schedule agreed upon by City and CPI.

E) Shipments:

1) Shipments will be made with inside delivery and will be limited to an agreed upon number of boxes.

i) Single shipments which are not a part of the Opening Day Collection shall not exceed twenty-five (25) boxes.

2) CPI acknowledges that no pallet/skid deliveries are accepted, with the exception of a pre-scheduled delivery of the Opening Day Collection.

3) Shipments will arrive between the hours of 9 AM and 4 PM Monday through Friday, excluding holidays.

4) Deliveries arriving by semi-truck, skid, or pallet will be scheduled ahead of time with City staff.

F) CPI will supply replacements for items shipped, but not received, i.e. contents and packing slip did not match.

G) CPI will have staffing available for assisting with Opening Day Collection delivery, scheduling, shipment, and unboxing.

H) CPI acknowledges that significant delays in the delivery of items for the opening day collection, which may result in a delay of the Library opening may result in fines or penalties.

I) Contractor shall describe procedures taken if:

1) Items delivered are found to be defective – CPI will issue a return label and once product is received, send a replacement or credit on file, whichever is preferred by the city.

2) Packing list does not match with contents of box – CPI will issue replacements or a new packing list/invoice.

3) Unavoidable delays occur in opening the new location – CPI will hold materials for as long as needed until the new location is ready to receive them.

PROVISION F – PROCESSING AND PREPARATION

A) CPI will process and catalog materials to the exact specifications for all types of materials detailed in the Appendices B, C, D, E, and F, when processing services are requested.

B) CPI acknowledges the acceptable labels, supplies, and list of suppliers are included in Appendix D: Additional Stickers addendum.

C) All processing supplies will be furnished by the CPI (exception may be Library provided barcodes).

D) CPI, upon selection, will supply processed samples of each category of item so that City can check for accuracy.

E) Below are our processing options:

CATALOGING AND PROCESSING OPTIONS	Unit Price	Quantity	Select
Tier 1 Cataloging and Processing • MARC record • Barcode label, spine label, property label or stamp • Mylar cover	$1.00	0	○
Tier 2 Cataloging and Processing • Includes Tier 1 Cataloging and Processing • MARC record with custom holdings and OCLC number • Up to two additional program or custom labels	$2.15	0	○
Tier 3 Cataloging and Processing • Includes Tier 1 and Tier 2 Cataloging and Processing • MARC record with localized customization • Z39.50 or live lookup • Series or custom cuttering • New vs. add MARC records • Up to five additional program or custom labels	$3.30	0	○

ADD-ONS			
Program and attach RFID tag	$0.75	0	☐
Attach 3M theft strip	$0.44	0	☐
Apply Kapco Cover to paperback	$2.25	0	☐

ADD-ONS	Unit Price	Quantity	Select
Program and attach RFID tag	$0.75	0	☐
Attach 3M theft strip	$0.44	0	☐
Apply Kapco Cover to paperback	$2.25	0	☐
MARC Records Only	$0.75	0	☐
Print and attach barcode	$0.20	0	☐
Print and attach spine label	$0.20	0	☐
Print and attach property label or property stamp	$0.20	0	☐
Print and attach other label (custom)	$0.25	0	☐
Attach book pocket	$0.20	0	☐
Attach date due slip	$0.20	0	☐

4. REFERENCES

SAN FRANCISCO PUBLIC LIBRARIES

Shellie Cocking

Chief of Collections and Technical Services

(415) 557-4369

Shellie.cocking@sfpl.org

CPI serves as a primary book supplier for this library system with 29 branch locations serving the 14th largest metro area in the US. We launched full EDI ordering integration with this customer in 2014 and provide a range of collection development value-added services as well. We have partnered with them on several special giveaway projects (exp: Mayor's Program, San Francisco Jr. Giants program) and several grants programs. Most recently a grant that provided 10 books for every student in the San Francisco Unified School District.

MID-CONTINENT PUBLIC LIBRARIES

Kathy Bigley

Collection Development Librarian

(816) 836-5200

kbigley@mymcpl.org

Serving suburban Kansas City with 34 locations, this library system's incredible summer reading program is supported in many ways by CPI. We offer drop-shipping to their locations for books they choose to distribute to their patrons, returnable terms to eliminate any inventory risk when the program ends, and we create a range of collection development lists for their reading programs and themes. In May of 2015 Children's Plus was awarded the primary vendor contract for juvenile print materials. We have also implemented EDI and shelf-ready processing services for MCPL.

SAN BERNARDINO COUNTY LIBRARIES

Lauren Lane

Librarian I

(909) 387-2225

Lauren.lane@lib.sbcounty.gov

We began business with this 32-branch library system in 2015 by providing a significant shelf-ready children's and young adult re-opening collection for one of their locations. Their branches serve as a major source for school support for their K-12 student populations, so our "best source pricing" from school library publishers allowed for their budget to buy a range of supplementary nonfiction in this segment. This includes STEM, nonfiction, fiction graphic novels, and more. We support their quarterly book festivals. A significant portion of their book festival collection included licensed character 8x8 books (e.g. Lego, STAR WARS, Marvel) and popular easy readers produced in our high-quality prebound editions that are guaranteed to last.

LOS ANGELES PUBLIC LIBRARY

Catherine Royalty

Collection Services Manager

(213) 228-7192

croyalty@lapl.org

We began business with this 73-branch library system in 2015. Since then, we have supplied over 385,300 children’s and young adult titles to this library system. We are also proud to partner with them on their One Book, One County project and their Big Read event.

We Partner with the Best!

We offer the service, selection, and durability to maintain your library and classroom collection. By partnering with hundreds of major educational and trade publishers, as well as smaller independent presses, we bring you the most options and the best bindings as a single source solution for your literacy needs.

Browse titles on our website, contact us for an individualized meeting, or request a custom curated collection based on the needs of your budget and readers.

ABDO
A FAMILY OF EDUCATIONAL PUBLISHERS

capstone

MC MASON CREST
PUBLISHING WHAT MATTERS

NORWOOD HOUSE

hachette
BOOK GROUP

jump!

ROSEN
PUBLISHING

SCHOLASTIC

Lerner

THE CREATIVE COMPANY

The Child's World
Bringing the World to Young Readers

Gareth Stevens
PUBLISHING

Cavendish Square

Rourke
Educational Media
A Division of Carson Dellosa Education

CRABTREE
PUBLISHING COMPANY

Enslow Publishing

SLEEPING BEAR PRESS
BRINGING MEANINGFUL STORIES TO YOUNG READERS

BEARPORT
PUBLISHING

BELLWETHER

North Star
EDITIONS

GREENHAVEN
PUBLISHING

DK

macmillan
Publishers

CHERRY LAKE
PUBLISHING GROUP

SIMON & SCHUSTER

Black Rabbit Books

Penguin Random House

These are just some of the outstanding publishers we partner with:

ABDO
Abrams
Action Lab
Adams Media
Akashic Books
Aladdin
Albert Whitman
Amazon Children's Publishing
American Girl
American Library Association
American Psychological Association
Amicus Publishing
Amistad
Amulet Books
Andrews McMeel
Annick Press
Arbordale Publishing
Arte Publico Press
Arthur A. Levine Books
Atlas Books Distribution
Auzou
Barefoot Books
Barron's Educational
Beaming Books
Bearport
Bellwether Media
Black Rabbit Books
Bloomsbury Publishing
Boom! Studios
Boyds Mills Press
Boys Town Press
Brilliance Audio
Britannica Educational Publishing
Candlewick Press
Capstone Press
Cardinal Rule Press
Castillo
Cavendish Square
Cedar Fort
Cengage Gale
Chelsea House
Cherry Lake Publishing
Chicken House
Children's Press
Child's Play-International
Child's World
ChiZine Publications
Chooseco LLC
Chouette Publishing
Chronicle Books LLC
Cinco Puntos Press
Clarion Books
Classical Comics
Clavis Publishing
Cliffs Notes
Compass Point
Consortium
Crabtree Publishing
Creative Company
Creative Editions
Dark Horse Comics
Dark Horse Press
Dawn Publications
DC Comics
Diamond Comics
Discovery Education
Disney Press
Dorling Kindersley
Dover
Dover Publications
Duck Duck Books
EDC Publishing
Eerdmans Books
Enchanted Lion Books
Encylopedia Britannica
Enslow Publishers
F&W Publications
Facts On File
Farrar, Straus & Giroux
Firefly
First Second Books
Fitzhenry and Whiteside
Flowerpot Press
Flux
Flying Start Books
Frances Lincoln Books
Franklin Watts
Free Spirit Publishing
Galaxy Publishing
Gallopade International
Gareth Stevens
Garlic Press
Gecko Press
Gibbs Smith, Publisher
Greenhaven Press
Grosset and Dunlap
Groundwood Books
Grove Press
Gryphon House
Guinness World Records
Harlequin
HarperCollins Publishers
Heinemann
Henry Holt & Company
High Interest Publishing
Holiday House
Hunter House
Hyperion Books
Hyperion Press
Ideals Publications
IDW Publishing
Image Comics
Independent Publishers Group
Innovative Kids
Insight Editions
Interlink Publishing
Jessica Kingsley Limited
John Wiley & Sons, Incorporated
Jossey-Bass
Jump!
Kane/Miller
Kensington
Kids Can Press
Knopf
Kumon Publishing
Lectorum
Lee & Low
Lemniscaat
Lerner Publishing Group
Library of America
Listening Library
Little Brown & Company
Little Pickle Press
Live Oak Media
Lonely Planet
Lorito Books
Lucent Books
Macmillan
Magic Wagon
Maren Green
Marvel
Mascot Books
Mason Crest
McGraw-Hill Companies
McSweeney's Publishing
Merriam-Webster
MerryMakers, Inc.
MidPoint Trade Books
Milkweed Editions
Millbrook Press, Incorporated
Mitchell Lane
Moody Publishers
Morgan Reynolds
National Book Network
National Geographic Society
Nomad Press
North-South Books
North Star Editions, Inc.
Norwood House Press
Oliver Press, Incorporated
Oni Press
Orca Book Publishers
Orchard Books
Owl Books
Owlkids Books
Oxford University Press
Paizo Publishing
Papercutz
Partners Publishing Group
Peachtree Publishers
Pearson Education
Pelican Publishing
Penguin Books
Perseus Publishing
Phaidon
Picture Window Books
Pinata Books
Pinata Publishing
Pineapple Press
PowerKids Press
Prestel Publishing
Price Stern Sloan
Princeton Review
Prometheus Books
Publisher's Group West
Puffin Books
Putumayo World Music
QEB Publishing
Quirk Books
Rand McNally
Random House
Raven Tree Press
Razorbill
Reader's Digest
Reedy Press
ReferencePoint Press
Rigby
Roaring Brook Press
Rock n Learn
Rosen Publishing
Rourke Publishing, LLC
Ruby Tuesday Books
Saddleback Educational Publishing
Sage Publications
Santillana
Scholastic
Scholastic Library
Scobre Press
Shadow Mountain
Shell Educational Publishing
Simon & Schuster
Simply Read Books
Sleeping Bear Press
Smart Apple Media
Sourcebooks, Incorporated
Spanish Publishers LLC
Speedy Publishing LLC
Sports Illustrated Books
Spotlight
Square Fish
St. Martin's Press
Star Bright Books
State Standards Publishing
Steck-Vaughn
Stenhouse Publishers
Stone Arch Books
Switch Press
Sylvan Learning
Tantor
Teacher Created Materials
Thomas Nelson, Inc.
Thorndike Press
Tiger Tales
Tilbury House Publishers
Timbuktu Labs
Toon Books
Top Shelf
Tor
Townsend Press
Treasure Bay
Tricycle Press
Tundra Books
Twenty First Century Books
Tyndale House Publishers
Union Square & Co.
Usborne
VanitaBooks
Vintage
Viz Media
W. W. Norton & Company
Walker & Company
Walter Foster Library
Webster's New World
Weigl
Windmill Books
WordSong
Workman
World Almanac Library
Xist Publishing
Yen Press
Zest Books
Zonderkidz
Zondervan

6. SAMPLE STATUS REPORT

Good morning,

Thank you for your status inquiry. This order was received on 2/07/2024. Our order turnaround timeline is as follows:

- Orders without processing – 2-3 weeks
- Orders with unattached processing – 3-4 weeks
- Fully processed orders – 4-5 weeks

RESOLUTION NO. R24-50 (10-15-24)

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

WHEREAS, the City Council of the City of Saratoga Springs, Utah has found it necessary to further the public health, safety, and welfare of its residents to provide for Library Materials including an Opening Day Collection ("Project");

WHEREAS, the City of Saratoga Springs has solicited bids through a Request for Proposal dated May 17, 2024, and 3 bids were received;

WHEREAS, a City committee reviewed the bids submitted for the Project and recommended that the City of Saratoga Springs award multiple bids and contracts, including one to Children's Plus whose bid prices were variable;

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

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

1. The City of Saratoga Springs, Utah does hereby award the authorization to purchase to Children's Plus not to exceed a total amount of $1,500,000 between all vendors for an opening day collection and an annual budgeted amount.
2. The City Manager is authorized to sign the contract documents attached hereto as Exhibit A, dated August 19, 2024, which shall be binding on the contractor.
3. The contractor shall be required to comply with all requirements in the Request for Proposals including entering into all required agreements and contracts with the City.

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

Passed on the 15 day of October, 2024.

_____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

City Council
Staff Report

Author: Melissa Grygla, Library Director
Subject: Library Opening Day Collection and Ongoing Purchasing Contract
Date: October 4, 2024
Type of Item: Resolution

Summary Recommendations: The City Council should approve request for the City Manager to sign the attached contract to purchase through Brodart.

Description: Library opened a request for qualified vendors in May 2024 for an opening day collection and ongoing purchasing. We are working on contracts with 3 vendors for establishing accounts to purchase an opening day collection and for ongoing purchasing.

Topic: Contracts for ongoing purchasing of materials and an opening day collection.

Background: Library opened a request for qualified vendors in May 2024 for an opening day collection and ongoing purchasing. The initial opening day collection will not exceed an overall expenditure of $1,500,000 and will include the cataloging, processing, and delivery of materials. Ongoing purchasing will be in the annual budget allocations and will not exceed those amounts.

Funding Source: There are no additional anticipated funding impacts of opening contracts with vendors for materials purchasing.

Analysis: The process of opening contracts, accounts, and curating opening day collection lists is approximately an 18 month process. Items will be ordered cataloged, processed, and held by the vendor until a determined date. Then they will be delivered to the new City Hall and Library. Once there we will run them through the Automated Material Handler to invoice them as received and begin the process of setting up the new library collection.

Ongoing purchases will be delivered within an appropriate time period based on publication date and added to the collection, processed, and cataloged as staff time allows. As always we attempt to add popular materials promptly, however sometimes there is a delay on the part of deliveries and other customer service needs.

Department Review: Assistant City Manager, City Attorney, Library.

Alternatives:

A. **Approve the Request:** Staff recommends that the City Council approve the attached resolution to allow the City Manager to sign the contract with Brodart for the purchase of an opening day collection and ongoing materials purchasing.
B. **Partial Approval:** The City Council could approve the contract but modify the amount allocated to the opening day collection and/or the allowance of ongoing materials purchasing.
C. **Deny the Request:** The City Council could deny the request.
D. **Continue the Item:** The City Council could continue the request until a later date and time. The result being that the Library would not begin curating the opening day collection and be further delayed in the 18 month collection development process.

Recommendation: Staff recommends the approval of the attached Resolution.

SARATOGA SPRINGS
PROFESSIONAL SERVICES AND GOODS AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of August, 2024, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Brodart Co. ("Contractor"), 500 Arch Street Williamsport, PA 17701.

PURPOSE: The City desires to obtain cataloging, processing and materials services from an experienced professional for the purpose of opening a new library location and the ongoing purchase of new materials thereafter ("Project"). The City issued a Request for Proposals describing the services in more detail, a copy of which is attached as **Exhibit A** and incorporated as a part of this Agreement. The Contractor has submitted a proposal for services to be performed, including Fee Proposal and timeline, which are attached to this Agreement as **Exhibit B** and incorporated as part of this Agreement. Contractor has considerable experience and the ability to perform the services required herein. The City has selected the Contractor to provide such consulting and professional services in an experienced, professional, and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Contractor's Proposal, including the Contractor's Fee Proposal. Contractor represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT TERMS

1. GENERAL DESCRIPTION OF THE WORK, GOODS, AND SERVICES.

1.1. Nature and Location of the Project. The Project and scope of work is set forth in the Request for Proposal dated May 2024, as attached hereto as **Exhibit A**, and Contractor's Proposal, as attached hereto as **Exhibit B.** To the extent that this Professional Services Agreement document conflicts in any way with **Exhibit A** or **Exhibit B**, the Professional Services Agreement shall control. To the extent that there is a conflict in the terms of **Exhibits A and B, Exhibit A** shall control.

1.2. Services of Contractor. City hereby agrees to retain Contractor, and Contractor hereby agrees to perform the following services:

1.2.1. Contractor accepts professional responsibility to provide the professional services and Goods as provided in Exhibit A and Exhibit B. Contractor agrees that

upon becoming aware of any fault, defect, or deficiency in Contractor's work, Contractor shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Contractor shall provide periodic progress reports throughout the Project.

1.2.3. Contractor shall assign or designate Melissa Grygla as Contractor's Project Manager. He/she or his/her successor as Contractor's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Contractor's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. All utilities identified by reasonable record search by the Contractor within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Contractor will use its best efforts to prevent defects or deficiency in the Project work. Contractor will promptly correct and notify the City Representative of any defects or deficiency in the Project work.

1.4. Reviews and Interviews. City requires the Contractor to meet with the City Representatives or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the Needs Assessment and designs.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 *"Basic Services"* shall mean all services of Contractor including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 *"Additional or Special Services"* shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Contractor without such prior written authorization shall be performed at Contractor's sole risk.

1.6 Standards of Performance: The Contractor shall perform its services in a manner

consistent with any and all applicable professional and technical standards for professional work of this nature. The Contractor shall also conduct itself in accordance with the most recent edition of Utah Contractor Licensing Act Rule and all applicable professional and ethical standards for Contractors.

1.7 Goods: shall mean all types of tangible personal property (commodities), including but not limited to materials, supplies, custom deliverable, and equipment that Contractor is required to deliver to the City under this Contract.

2. BASIC SERVICES. The Contractor's Basic Services for the project are described in the proposal attached as Exhibit B.

3. CITY'S RESPONSIBILITY

3.1. Information. City Representatives or other representatives will be made available for interviews or reviews as needed and at such other times as the Contractor shall reasonably request. The proposed design and Contractual services for the Project, which cannot be exceeded, are as provided in EXHIBIT B.

During the design of the Project, the City shall provide the following information to the Contractor, which Contractor shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- Project property description and size
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction
- Any other information maintained by the City which the Contractor requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way line work in CAD format and all other documentation already gathered and prepared by the City relating to the project site.

3.2. Notice to Proceed. The City will notify the Contractor in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Contractor and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the

progress of the Contractor's services.

3.4. Extension of Time. Should the Contractor advise the City in writing of the existence of causes over which Contractor has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect, or Deficiency. If the City becomes aware of any fault, defect, or deficiency in the Project, it shall give prompt written notice thereof to the Contractor.

4. GOODS.

4.1. Delivery. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the City, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

4.2. Acceptance and Rejection. The City shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the RFP, orders, and this Contract prior to acceptance of the Goods by the City.

If Contractor delivers nonconforming Goods, the City may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the City to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

4.3. Late Delivery. The Parties agree that timely delivery of the Goods is a material aspect of this relationship and that the late delivery of Goods can considerably impact the opening of the new library location, the Contractor agrees that any late delivery, not excused by the City or a force majeure event, shall be subject to the liquidated damages provision in Section 17 below.

5. COMPENSATION.

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Contractor by the City for the services described in this Agreement shall not exceed the Lump Sum Fee as per Exhibit "B." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing

by the parties.

5.2. Method of Payment. The City shall pay the Contractor as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Contractor of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Contractor within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Contractor" must be authorized in advance and in writing by the City Representative. A summary showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in that summary, and, except as reasonably necessary to comply with the terms of this Agreement, the Contractor shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Contractor in writing that the estimated cost therefore has been increased. Additional sets of reduced scale drawings shall be charged at actual cost of printing and mailing. Contractor shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Contractor within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.3 Inspection/Audit.

5.3.1. Obligation to Maintain Accounts and Records. Contractor shall maintain for three (3) years all books, documents, papers, accounts, time sheets, and other

records pertaining to Contractor's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. City's Right to Inspect Work and Records. Contractor shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract for the inspection of the City and its duly-authorized agents and employees. Such inspection, review, or audit may be made by the City at any time during normal working hours and without notice. Contractor agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 Final Payment. Upon City's issuance of a check noted as "Final Payment," and upon Contractor's depositing, cashing, or endorsing such check, Contractor shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Contractor.

6. WARRANTIES BY CONTRACTOR. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, that it has the power to enter into and perform this Agreement, that its performance of this Agreement shall not infringe upon or violate the rights of any third party, and that its performance of this Agreement shall not violate any federal, state, or municipal laws. Contractor further warrants that it will correct any identified deficiency in its work, at no additional cost to the City.

7. PERIOD OF PERFORMANCE.

7.1. Commencement. The Contractor agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Contractor, unless noted otherwise. Contractor shall commence work on the first phase and diligently pursue said phase to completion. Contractor shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Contractor shall work diligently to the completion of the Project and any Additional Services from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Contractor shall provide the work and services described herein in accordance with the following schedule:

- See "Work Plan and Fee Proposal" in EXHIBIT B

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE

ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the "Notice to Proceed", the Contractor shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate, suspend, or abandon this Agreement at any time upon seven (7) calendar days' written notice at the sole discretion of the City.

7.5.2 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Contractor for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the Project is resumed after being suspended for more than three (3) months, the Contractor's compensation shall be subject to renegotiation.

8. CITY REPRESENTATIVE. The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Contractor is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City's Representative shall be Owen Jackson at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Owen Jackson specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

9. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by

the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), sent by facsimile transmission, or sent by electronic mail with a Delivery Receipt, to the parties at the following addresses:

Contractor Contact Name: Lisa Miosi
Company: Brodart Co.
Address: 500 Arch Street
City, State: Williamsport, PA
Email address: bookbids@brodart.com
Telephone: 800-233-8467 Ext 6166

City Contact: Melissa Grygla
City of Saratoga Springs
1307 N. Commerce Drive, Suite 140
Saratoga Springs, Utah
Email address: mgrygla@saratogasprings-ut.gov
Telephone: 801-766-6513 Ext 141

10. DIRECTION OF WORK.

10.1. Written Communication. Contractor shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Contractor shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Contractor and hereby retains the right to request Contractor to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Contractor in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a

question of fact arising under this contract which is not disposed of by Agreement shall be decided in writing by the City. The written decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt of such written decision by personal service, facsimile, email, or mail, the Contractor shall serve the City a written appeal addressed to the City Representative. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Representative shall be final and conclusive.

10.4.2. If the decision of the City Representative does not resolve the dispute, the dispute shall be subject to mediation or arbitration. The Contractor may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation or arbitration take place within sixty (60) days of service of notice. The mediation or arbitration shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation or arbitration does not occur within sixty (60) days after service of notice, or the mediation or arbitration has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice. Both parties shall equally share the costs of mediation or arbitration.

11. OWNERSHIP AND USE OF DOCUMENTS.

11.1 CONTRACTOR'S designs, drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by CONTRACTOR for City under this Agreement shall become the property of the City upon full payment of CONTRACTOR'S invoices. Any rights granted to Contractor under this Agreement shall not affect City's exclusive ownership of the work product. Contractor retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the CONTRACTOR be liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement.

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the

sole and exclusive property of the City. Contractor shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Contractor in the performance of the Contractor's services shall be the property of the City, and the Contractor shall, upon the request of the City, deliver such documents to the City. The Contractor may retain and use copies of the documents.

12. ASSIGNMENT, SUBCONTRACT. None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Contractor. Any materials for which Contractor claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Contractor explaining Contractor's claim of exemption from disclosure. The City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. Contractor specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

14. CONFIDENTIALITY. Contractor agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Contractor further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

15. INSURANCE AND INDEMNIFICATION.

15.1. Insurance. Contractor, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. The Contractor will maintain insurance coverage throughout the term of the Agreement naming City as an additional insured. Insurance coverage shall include the coverages, endorsements, and limits per current City policies.

15.2. Indemnity.

15.2.1. The Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, agents, employees, and volunteers, from and against all lawsuits, claims, damages, costs, expenses, attorney's fees, damages to property, bodily injury, personal injury, or claims for environmental impairment or pollution by reason of or in the course of performing the Work caused by any willful, negligent, or wrongful acts or omissions of the Contractor, any of the Contractor's employees or any subcontractor, or the Contractor's violation of law, administrative regulation, breach of this Agreement, or failure of performance hereunder. The City will not be held liable for any accident, loss, or damage to the Project or City's property prior to completion and acceptance.

15.2.2. The City, in its sole discretion, may choose to tender its own defense pursuant to Paragraph 15.2.1. In such an event, Contractor agrees to pay City's reasonable costs, expenses, and attorney's fees incurred in such defense. If City chooses to use in-house counsel, Contractor agrees that City's attorney's fees shall be calculated by multiplying the time spent by the average hourly rate charged by a Utah attorney having the same experience and level of expertise as City's in-house counsel.

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

17. LIQUIDATED DAMAGES. Contractor and City recognize that time is of the essence as stated in Section 7.3 above and that City will suffer financial loss if the services and

delivery of Goods are not completed within the times specified, plus any extensions thereof. The parties also recognize that proving actual damages is difficult if not impossible to calculate based on the nature of the services and Goods, and that delays and expenses in proving actual damages in a legal or arbitration proceeding if the services and deliveries are not completed on time will be detrimental to the City. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City $100.00 for each day that expires after the time specified for completion of the services or the delivery date for the Goods.

18. INTERPRETATION, COURT. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

19. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

20. SEVERABILITY; WAIVER. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

21. ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between the City and the Contractor, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

22. INDEPENDENT CONTRACTOR. Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Contractor shall not enter into any contract or commitment on behalf of City. Contractor further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment

rights or benefits. It is expressly understood that this undertaking is not a joint venture.

23. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

SARATOGA SPRINGS (City)

By _____
MARK J. CHRISTENSEN
CITY MANAGER

Approved as to form:

_____
City Attorney

ATTEST:

_____
CITY RECORDER

STATE OF UTAH)
ss.
County of _____)

On the day of _____, 2024, personally appeared before me _____ and did say that he/she is the _____ of _____, a _____ (state) limited liability company/corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors or managing members, and said persons acknowledged to me that said corporation/LLC executed the same.

_____
NOTARY PUBLIC, residing in:

_____

My Commission Expires:

_____
_____

CONTRACTOR

By Lisa Miosi

Title Vice President

ATTEST:

Barbara Yoot

CORPORATE ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

S.S

COUNTY OF LYCOMING

On the day of October 2, 2024, personally appeared before me Lisa Miosi and did say that he/she is the Vice President of Brodart Co., a Pennsylvania (state) limited liability company/corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors or managing members, and said persons acknowledged to me that said corporation/LLC executed the same.

Commonwealth of Pennsylvania - Notary Seal
Amber Raudabaugh, Notary Public
Lycoming County
My Commission Expires August 27,2025
Commission Number 1406894

Amber Raudabaugh

NOTARY PUBLIC, residing in:

Pennsylvania

My Commission Expires:

August 27, 2025

Commission #1406894

RESOLUTION NO. R24-51 (10-15-24)

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

WHEREAS, the City Council of the City of Saratoga Springs, Utah has found it necessary to further the public health, safety, and welfare of its residents to provide for Library Materials including an Opening Day Collection ("Project");

WHEREAS, the City of Saratoga Springs has solicited bids through a Request for Proposal dated May 17, 2024, and 3 bids were received;

WHEREAS, a City committee reviewed the bids submitted for the Project and recommended that the City of Saratoga Springs award multiple bids and contracts including one to Brodart whose bid prices were variable;

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

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

1. The City of Saratoga Springs, Utah does hereby award the authorization to purchase to Brodart not to exceed a total amount of $1,500,000 between all vendors for an opening day collection and an annual budgeted amount.
2. The City Manager is authorized to sign the contract documents attached hereto as Exhibit A, dated August 19, 2024, which shall be binding on the contractor.
3. The contractor shall be required to comply with all requirements in the Request for Proposals including entering into all required agreements and contracts with the City.

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

Passed on the 15 day of October, 2024.

_____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

City Council
Staff Report

Author: Melissa Grygla, Library Director
Subject: Library Board Member
Date: October 4, 2024
Type of Item: Resolution

Summary Recommendations: The City Council should appoint Michael Hickley to terms on the Library Board.

Description: Library Board Vacancies from on the resignation of Heather MacKay effective October 15, 2024.

Topic: Appointment of Michael Hickley to a partial term on the Library Board.

Background: Request to appoint Michael Hickley a partial to terms on the Library Board from October 16, 2024 to June 30, 2025. To help the Library Board and to maintain the quorum necessary to hold meetings and vote, it would be prudent to appoint the specified individual to the Library Board.

Funding Source: There are no anticipated funding impacts of appointment of a Library Board member.

Analysis: The terms of Heather MacKay will be vacant on October 15, 2024. The City opened recruitment for new board members in September of 2024. With several successful applicants the Library Board Chair made the recommendation to take the request to appoint Michael Hickley to a partial term in the fall of 2024 on the Library Board. It is recommended that we fill the upcoming vacancies with this individual.

Department Review: Assistant City Manager, City Attorney, Library.

Alternatives:

A. **Approve the Request:** Staff recommends that the City Council approve the attached resolution to appoint the recommended board member.
B. Deny the Request: The City Council could deny the request.

C. **Continue the Item:** The City Council could continue the request until a later date and time. The result being that the Library Board would be short members to create a quorum.

Recommendation: Staff recommends the approval of the attached Resolution.

RESOLUTION NO. R24-52 (10-15-24)

A RESOLUTION APPOINTING MICHAEL HICKLEY TO THE SARATOGA SPRINGS LIBRARY ADVISORY BOARD

WHEREAS, per Section 3.05.03 of the City Code, the City Council of the City of Saratoga Springs, Utah has established a Saratoga Springs Library Advisory Board ("Advisory Board"); and

WHEREAS, per Section 3.05.03, members of the Advisory Board are appointed for three-year terms by the Mayor with the advice and consent of the City Council; and

WHEREAS, the term of Advisory Board Member Heather MacKay will be vacant on October 15, 2024.

WHEREAS, on October 15, 2024 the City Council met in regular session to discuss, among other things, the appointment of Michael Hickley to fill this vacant term on the Advisory Board expiring June 30, 2025; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah, that the Mayor is authorized to appoint Michael Hickley to serve this partial term on the Saratoga Springs Library Advisory Board starting on October 16, 2024 and ending June 30, 2025 and that execution of this Resolution shall constitute such appointment.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 15 day of October, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director
Subject: South Marina Project
Date: October 15, 2024
Type of Item: Resolution
Description: Change Order Approval Request

A. Topic:

This item is for the approval of change orders #1, 2, 4, 6 & 8 for the South Marina Project.

B. Background:

The City awarded the bid for the Project to Newman Construction in 2023 in the amount of $2,332,158. With the ongoing construction of the project, there are some items requiring contract modifications to addressed minor issues such as unexpected utility relocations, improvements to site grading plan, and insulation for the precast building foundations as well as changes in utility quantities from anticipated to actual.

C. Analysis:

Change order 1 deals with improvements to the grading design to soften the transition from the park down to the beach area, Change order 2 was necessary to better protect the lake from sediment and erosion runoff, Change Order 4 added insulation to the building foundations to mitigate concerns of frost heaving, Change Order 6 was to expand the fenced area for the equipment rental building and provide a bigger gate for easier access, an change order 8 was to move the existing storm drain outfall out of the swimming area and over to the boat harbor to improve the recreational water quality.

D. Fiscal Impact:

The total change in contract amount with these change orders is $153,818.13 therefore the new Contract amount will be $2,485,976.13. The City has received 4 different grants on this project totaling $2,888,780.97 of which $1,365,081.86 remains for reimbursement.

The current budget in GL 33-4000-720 is $2,145,400 with $990,041 spent to date leaving $1,155,359 remaining in the current budget. With these change orders there is an estimated $1,495,263.40 in outstanding invoices remaining on the project therefore a budget amendment of approximately $350,000 will be proposed with the next Budget Amendment.

E. Recommendation

Staff recommends the City Council approve change orders # 1,2,4,6 & 8 with Newman Construction for the South Marina Project in the amount of $153,818.13

Change Order

No. 1

Date of Issuance: 7/19/2024 Effective Date: 4/15/2024

Project:	Owner:	Owner's Contract No.:
Saratoga Springs South Marina Harbor Improvements	City of Saratoga Springs	
Contract: Saratoga Springs South Marina Harbor Improvements		Date of Contract: Nov-23
Contractor: Newman Construction		Engineer's Project No.: 1005.2314

The Contract Documents are modified as follows upon execution of this Change Order:

Earthwork and Sand See attached sheet for desciption and explanation

Attachments (list documents supporting change):
See attached price Sheet

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $2,332,158.00	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 8/31/2023 Ready for final payment (days or date): 9/30/2023
Increase from previously approved Change Orders: original to $0.00	[Increase] [Decrease] From previously approved Change Orders 0 to Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: $2,332,158.00	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: $21,691	Increase 12 days of this Change Order: 9/12/2024 Substantial completion (days or date): 10/12/2024 Ready for final payment (days or date):
Contract Price incorporating this Change Order: $2,353,849.00	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 7/19/2024

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Description:

The primary reason for this CO is pay for additional work that resulted in design changes from Consor plans.
This also includes repriceing of items of work in the plans and created new ones
Item 1, The Roadway Excavation item was eliminated and shows as a full credit.
Item 2, Additional Mass Grade, is for work done based on the original Consor design. The design was significantly revised and a new Item 3, Mass Grade: Cut to Fill, was created to move and grade the new existing surface to a new design surface.
Item 4 is to eliminate the sand at the original contract unit and price
Item 5 is for the sand. Paid by the ton with a new unit price.

Though CMT was not able to replicate the calculations, Ryan Betz of CMT met with Mike Davis of Newman Const. along with Chris Kringle of Saratoga Springs and did a thorough review of how the quantities were determined and are in full agreement with them.

The type of beach sand was changed from what the original specs called for to a new type that the City wanted
There is therefore a full credit of the original item because with the new design, the quantity changed and the new sand selection had a new unit price.

CHANGE ORDER

NEWMAN CONSTRUCTION INC.
13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469
Excavation ● Demolition ● Pipeline

DATE: 6/5/2024

JOB NAME: SS SOUTH MARINA HARBOR IMP.
REVISED MASS GRADE (4494 LIMIT)

SUBMITTED TO: SARATOGA SPRINGS

ADDRESS:

PHONE:

CONTACT:

PREV. CONTRACT AMOUNT:
REVISED CONTRACT AMOUNT:
ADDITIONAL WORK DAYS:
ADDITIONAL CALENDAR DAYS: **138**

ITEM #	DESCRIPTION	ESTIMATED QUANITITY	UNIT	UNIT PRICE	AMOUNT
1	ROADWAY EXCAVATION *(CREDIT BID ITEM #5)*	-1,090	CY	$ 8.50	$ (9,265.00)
2	ADDITIONAL MASS GRADE *(COMPLETED BEFORE REDESIGN)*	3,500	CY	$ 5.50	$ 19,250.00
3	MASS GRADE: CUT TO FILL *(AFTER REDESIGN)*	9,600	CY	$ 5.50	$ 52,800.00
4	BEACH SAND *(CREDIT #47)*	-3,686	CY	$ 29.00	$(106,894.00)
5	BEACH SAND CMC SAND	1,880	TON	$ 35.00	$ 65,800.00
	Total Change				**$ 21,691.00**

NOTE: EARTHWORK WAS DELAYED BY CITY FROM START OF JANUARY TO START OF MAY (121 DAYS) TO BE COMPLETELY REDESIGNED. ORIGINAL DESIGN HAD ENGINEERING ERRORS THAT NEEDED ADDRESSED. AN ADDITIONAL 12 WORK DAYS WILL BE REQUIRED FOR THE ADDED WORK.

NOTE: SAND AREA WAS DESIGNED SMALLER, BASE BID HAD AN INCORRECT QUANTITY, AND CITY DESIRED AN UPGRADED SAND PRODUCT. GRADING LIMITS WERE ADJUSTED TO STAY ABOVE THE 4494 ELEVATION LIMIT. SITE WILL BE SHORT AND REQUIRE FILL MATERIAL TO MEET DESIGN GRADE, PRICE EXCLUDES ALL IMPORT OR EXPORT COSTS.

BID IS: ☒ Unit Price (actual measured upon completion) ☐ Lump Sum

We propose this Change Order to accommodate a change in scope of work as directed by the owner. This Change Order will become part of an agreement between Newman Construction and the owner. The Owner agrees to this price increase, and if applicable this Change Order will become part of the Contract Agreement.

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. Payment will be made as outlined.

SIGNATURE & TITLE: _____ DATE: _____

CMC Transaction Report

Ticket	Date	Time	Product ID	Customer	Net	Units	Tare id	Location
204216	5/13/2024	7:35 AM	Flow Fill Sand	Newman	23.46	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204217	5/13/2024	7:37 AM	Flow Fill Sand	Newman	27.74	Ton	2003	SARATOGA BOAT HARBOR 23145D
204224	5/13/2024	8:22 AM	Flow Fill Sand	Newman	26.59	Ton	2003	SARATOGA BOAT HARBOR 23145D
204226	5/13/2024	8:27 AM	Flow Fill Sand	Newman	23.33	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204230	5/13/2024	9:03 AM	Flow Fill Sand	Newman	26.81	Ton	2003	SARATOGA BOAT HARBOR 23145D
204233	5/13/2024	9:13 AM	Flow Fill Sand	Newman	23.75	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204238	5/13/2024	9:49 AM	Flow Fill Sand	Newman	27.52	Ton	2003	SARATOGA BOAT HARBOR 23145D
204240	5/13/2024	9:54 AM	Flow Fill Sand	Newman	23.37	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204243	5/13/2024	10:24 AM	Flow Fill Sand	Newman	27.13	Ton	2003	SARATOGA BOAT HARBOR 23145D
204244	5/13/2024	10:40 AM	Flow Fill Sand	Newman	23.57	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204250	5/13/2024	11:08 AM	Flow Fill Sand	Newman	27.53	Ton	2003	SARATOGA BOAT HARBOR 23145D
204252	5/13/2024	11:22 AM	Flow Fill Sand	Newman	23.23	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204253	5/13/2024	11:48 AM	Flow Fill Sand	Newman	27.07	Ton	2003	SARATOGA BOAT HARBOR 23145D
204257	5/13/2024	12:02 PM	Flow Fill Sand	Newman	23.14	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204263	5/13/2024	12:32 PM	Flow Fill Sand	Newman	27.36	Ton	2003	SARATOGA BOAT HARBOR 23145D
204264	5/13/2024	12:37 PM	Flow Fill Sand	Newman	23.45	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204271	5/13/2024	1:10 PM	Flow Fill Sand	Newman	26.81	Ton	2003	SARATOGA BOAT HARBOR 23145D
204273	5/13/2024	1:14 PM	Flow Fill Sand	Newman	22.78	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204279	5/13/2024	2:12 PM	Flow Fill Sand	Newman	25.51	Ton	2003	SARATOGA BOAT HARBOR 23145D
204281	5/13/2024	2:18 PM	Flow Fill Sand	Newman	24.83	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204287	5/13/2024	2:50 PM	Flow Fill Sand	Newman	23.49	Ton	2003	SARATOGA BOAT HARBOR 23145D
204288	5/13/2024	2:58 PM	Flow Fill Sand	Newman	25.66	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204294	5/13/2024	3:34 PM	Flow Fill Sand	Newman	28.9	Ton	2003	SARATOGA BOAT HARBOR 23145D
204296	5/13/2024	3:38 PM	Flow Fill Sand	Newman	24.49	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204302	5/13/2024	4:10 PM	Flow Fill Sand	Newman	24.63	Ton	2003	SARATOGA BOAT HARBOR 23145D
204303	5/13/2024	4:15 PM	Flow Fill Sand	Newman	24.58	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204420	5/16/2024	7:16 AM	Flow Fill Sand	Newman	23.26	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204422	5/16/2024	7:40 AM	Flow Fill Sand	Newman	29.67	Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204427	5/16/2024	8:04 AM	Flow Fill Sand	Newman	23.02	Ton	28YN	SARATOGA BOAT HARBOR 23145D
204429	5/16/2024	8:16 AM	Flow Fill Sand	Newman	29.61	Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204430	5/16/2024	8:39 AM	Flow Fill Sand	Newman	24.49	Ton	28YN	SARATOGA BOAT HARBOR 23145D

204434	5/16/2024	8:48 AM	Flow Fill Sand	Newman	29.97 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204435	5/16/2024	9:14 AM	Flow Fill Sand	Newman	23.05 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204440	5/16/2024	9:21 AM	Flow Fill Sand	Newman	30.07 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204445	5/16/2024	9:51 AM	Flow Fill Sand	Newman	22.7 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204446	5/16/2024	9:54 AM	Flow Fill Sand	Newman	30.03 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204449	5/16/2024	10:26 AM	Flow Fill Sand	Newman	23.31 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204451	5/16/2024	10:30 AM	Flow Fill Sand	Newman	30.14 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204454	5/16/2024	11:01 AM	Flow Fill Sand	Newman	23.42 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204456	5/16/2024	11:03 AM	Flow Fill Sand	Newman	30.83 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204463	5/16/2024	11:40 AM	Flow Fill Sand	Newman	21.5 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204465	5/16/2024	11:50 AM	Flow Fill Sand	Newman	29.98 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204467	5/16/2024	12:17 PM	Flow Fill Sand	Newman	22.66 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204469	5/16/2024	12:25 PM	Flow Fill Sand	Newman	30.22 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204476	5/16/2024	12:56 PM	Flow Fill Sand	Newman	22.96 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204477	5/16/2024	1:03 PM	Flow Fill Sand	Newman	30.46 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204481	5/16/2024	1:33 PM	Flow Fill Sand	Newman	22.56 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204482	5/16/2024	1:48 PM	Flow Fill Sand	Newman	30.11 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204489	5/16/2024	2:21 PM	Flow Fill Sand	Newman	22.7 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204490	5/16/2024	2:24 PM	Flow Fill Sand	Newman	30.73 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204493	5/16/2024	2:58 PM	Flow Fill Sand	Newman	22.29 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204496	5/16/2024	3:02 PM	Flow Fill Sand	Newman	29.8 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204499	5/16/2024	3:33 PM	Flow Fill Sand	Newman	22.08 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204502	5/16/2024	3:41 PM	Flow Fill Sand	Newman	30.32 Ton	BNW6	SARATOGA BOAT HARBOR 23145D
204506	5/16/2024	4:11 PM	Flow Fill Sand	Newman	22.64 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204514	5/17/2024	7:14 AM	Flow Fill Sand	Newman	23.77 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204517	5/17/2024	7:27 AM	Flow Fill Sand	Newman	22.25 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204523	5/17/2024	8:04 AM	Flow Fill Sand	Newman	23.39 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204524	5/17/2024	8:07 AM	Flow Fill Sand	Newman	21.54 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204530	5/17/2024	8:42 AM	Flow Fill Sand	Newman	22.76 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204531	5/17/2024	8:44 AM	Flow Fill Sand	Newman	22.49 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204541	5/17/2024	9:26 AM	Flow Fill Sand	Newman	24.82 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204543	5/17/2024	9:28 AM	Flow Fill Sand	Newman	23.13 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204550	5/17/2024	10:11 AM	Flow Fill Sand	Newman	23.47 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204552	5/17/2024	10:14 AM	Flow Fill Sand	Newman	22.36 Ton	33HR	SARATOGA BOAT HARBOR 23145D

204558	5/17/2024	10:52 AM	Flow Fill Sand	Newman	23.44 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204561	5/17/2024	10:58 AM	Flow Fill Sand	Newman	23.02 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204567	5/17/2024	11:36 AM	Flow Fill Sand	Newman	23.56 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204568	5/17/2024	11:41 AM	Flow Fill Sand	Newman	23.04 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204575	5/17/2024	12:25 PM	Flow Fill Sand	Newman	22.95 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204576	5/17/2024	12:28 PM	Flow Fill Sand	Newman	21.01 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204580	5/17/2024	1:05 PM	Flow Fill Sand	Newman	23.61 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204581	5/17/2024	1:07 PM	Flow Fill Sand	Newman	21.92 Ton	33HR	SARATOGA BOAT HARBOR 23145D
204588	5/17/2024	1:47 PM	Flow Fill Sand	Newman	23.64 Ton	28YN	SARATOGA BOAT HARBOR 23145D
204590	5/17/2024	1:51 PM	Flow Fill Sand	Newman	22.45 Ton	33HR	SARATOGA BOAT HARBOR 23145D
Total					**1879.93 Ton**		

McKalites

Jon Stubbs Trucking

714169

695 S 200 E SPRINGVILLE, UT 84663

TRUCKING: JON - 801-428-7222 OFFICE: JEN - 801-919-4404, GINA - 801-427-2656

EMAIL: JONSTUBBSTRUCKINGLLC@GMAIL.COM

CARRIER NAME PMA

CONTRACTOR NAME Newman Construction

PIT ADDRESS CMC

JOB NAME Saratoga Harbor

JOB ADDRESS Saratoga Springs UT 84045

MATERIAL beach Sand

SUN MON TUES WED THURS FRI SAT

DATE 5/13/24

DRIVER Pascual Morales

TRUCK NO. 5

TYPE OF TRUCK Side Dump

PLATE # U325YN

START 7:00 AM END 4:30

START ____ END ____

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1	7:34	204216	23.46	Sand
2	8:27	204226	23.33	Sand
3	9:13	204233	23.75	Sand
4	9:54	204240	23.37	Sand
5	10:40	204244	23.57	Sand
6	11:22	204252	23.23	Sand
7	12:02	204257	23.14	Sand
8	12:37	204264	23.45	Sand
9	1:14	204273	22.78	Sand
10	2:18	204281	24.83	Sand
11	2:58	204288	25.66	Sand
12	3:38	204296	24.49	Sand
13	4:15	204303	24.59	Sand
14				

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

DRIVERS DAILY SAFETY CHECK

ENGINE OIL LEVEL ____
HYDRAULIC OIL LEVEL ____
COOLANT LEVEL ____
FUEL ____
WHEELS, RIMS AND LUGS ____
TIRES AND TIRE PRESSURE ____
TURN SIGNALS ____
LIGHTS ____
AIR LEAKS ____
BRAKES ____
MUD FLAPS ____
HORNS ____
REAR VISION MIRRORS ____
TRUCK CLEAN OF DEBRIS ____
WINDSHIELD WIPERS ____
FIRE EXTINGUISHER ____
TRIANGLES ____
STEERING ____
COUPLING DEVICE ____
BACK-UP ALARM ____

DRIVER MUST REPORT MECHANICAL DEFECTS TO SHOP SUPERVISOR BEFORE DRIVING VEHICLE

I HAVE CHECKED EACH ITEM ON THE ABOVE LIST AND WILL REPORT TO THE SHOP FOREMAN ANY DEFECTS FOUND.

DRIVER'S INITIALS ____

TOTAL LOADS 13

TRUCK HOURS 9.5

TRAVEL TIME .5

TOTAL HOURS 10

LAST LOAD UNLOADED 4:30

NOTES ____

This account is due and payable on the 15th of each month. If the count becomes delinquent, 15th of the following month, I or we, the undersigned agree to pay a FINANCE CHARGE AT THE RATE OF 2% PER MONTH WHICH IS 24% PER ANNUM, before and after judgement, until paid. That if this account is placed in the hands of an attorney for collection, with or without suit, to pay a reasonable attorney's fee.

DELIVERY TERMS AND CONDITIONS

I understand that loaded trucks can cause damage to concrete, landscaping, sprinkler systems, and other items that may be on property designated for delivery and I, therefore, specifically agree to hold **Jon Stubbs Trucking** and its agent harmless for any damage caused by movement of the delivery vehicle while accessing or egressing the location I have designated delivery. **Jon Stubbs Trucking** will pay Lessor within 10 days of receiving payment from contractor.

JOB FOREMAN'S SIGNATURE Michael V Poole TIME ____ DRIVER'S SIGNATURE Pascual Morales

WHITE- BILLING YELLOW-TRUCK COPY PINK-CUSTOMER COPY

5-16-24

McAllister

Jon Stubbs Trucking

714170

695 S 200 E SPRINGVILLE, UT 84663
TRUCKING: JON - 801-428-7222 OFFICE: JEN - 801-919-4404, GINA - 801-427-2656
EMAIL: JONSTUBBSTRUCKINGLLC@GMAIL.COM

CARRIER NAME PMA
CONTRACTOR NAME Newman C. Inc
PIT ADDRESS CMC
JOB NAME Swaleys Hotel
JOB ADDRESS Swaleys #2 Hotel
MATERIAL beach Sand

SUN MON TUES WED THURS FRI SAT
DATE 5/16/24
DRIVER Raul M.
TRUCK NO. 3
TYPE OF TRUCK Side Dump
PLATE # 423 XVL
START 7:00 AM END 4:30 PM
START ____ END ____

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1	7:16	204420	23.26	Sand
2	8:04	204427	23.02	Sand
3	8:39	204430	24.49	Sand
4	9:14	204435	23.05	Sand
5	9:51	204445	22.7	Sand
6	10:26	204449	23.31	Sand
7	11:01	204454	23.42	Sand
8	11:40	204463	21.5	Sand
9	12:17	204467	22.66	Sand
10	12:56	204476	22.46	Sand
11	1:33	204481	22.56	Sand
12	2:21	204489	22.7	Sand
13	2:58	204493	22.24	Sand
14	3:33	204499	22.04	Sand

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
15	4:11	204506	22.64	Sand
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

DRIVERS DAILY SAFETY CHECK

ENGINE OIL LEVEL ____
HYDRAULIC OIL LEVEL ____
COOLANT LEVEL ____
FUEL ____
WHEELS, RIMS AND LUGS ____
TIRES AND TIRE PRESSURE ____
TURN SIGNALS ____
LIGHTS ____
AIR LEAKS ____
BRAKES ____
MUD FLAPS ____
HORNS ____
REAR VISION MIRRORS ____
TRUCK CLEAN OF DEBRIS ____
WINDSHIELD WIPERS ____
FIRE EXTINGUISHER ____
TRIANGLES ____
STEERING ____
COUPLING DEVICE ____
BACK-UP ALARM ____

DRIVER MUST REPORT MECHANICAL DEFECTS TO SHOP SUPERVISOR BEFORE DRIVING VEHICLE

I HAVE CHECKED EACH ITEM ON THE ABOVE LIST AND WILL REPORT TO THE SHOP FOREMAN ANY DEFECTS FOUND.

DRIVER'S INITIALS ____

TOTAL LOADS 15
TRUCK HOURS 9.5
TRAVEL TIME 1
TOTAL HOURS 10
LAST LOAD UNLOADED 4:20

NOTES

This account is due and payable on the 15th of each month. If the count becomes delinquent, 15th of the following month, I or we, the undersigned agree to pay a FINANCE CHARGE AT THE RATE OF 2% PER MONTH WHICH IS 24% PER ANNUM, before and after judgement, until paid. That if this account is placed in the hands of an attorney for collection, with or without suit, to pay a reasonable attorney's fee.

DELIVERY TERMS AND CONDITIONS
I understand that loaded trucks can cause damage to concrete, landscaping, sprinkler systems, and other items that may be on property designated for delivery and I, therefore, specifically agree to hold **Jon Stubbs Trucking** and its agent harmless for any damage caused by movement of the delivery vehicle while accessing or egressing the location I have designated delivery. **Jon Stubbs Trucking** will pay Lessor within 10 days of receiving payment from contractor.

JOB FOREMAN'S SIGNATURE ____ TIME ____ DRIVER'S SIGNATURE ____

WHITE- BILLING YELLOW-TRUCK COPY PINK-CUSTOMER COPY

5-16-24

4/5/16

Jon Stubbs Trucking

713806

695 S 200 E SPRINGVILLE, UT 84663

TRUCKING: JON - 801-428-7222 OFFICE: JEN - 801-919-4404, GINA - 801-427-2656

EMAIL: JONSTUBBSTRUCKINGLLC@GMAIL.COM

CARRIER NAME Hall

CONTRACTOR NAME Newman Cons

PIT ADDRESS CML

JOB NAME Saratoga Harbor

JOB ADDRESS

MATERIAL Beach Sand

SUN MON TUES WED THURS FRI SAT

DATE May 16

DRIVER Dallin

TRUCK NO. 25

TYPE OF TRUCK Super Side

PLATE #

START 700 END 400

START END

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1	700	204422	29.67	Sand
2	805	204429	29.61	
3	830	204434	29.97	
4	920	204440	30.07	
5	955	204446	30.03	
6	1030	204451	30.14	
7	1110	204456	30.83	
8	1150	204465	29.98	
9	1220	204469	30.22	
10	105	204477	30.46	
11	146	204482	30.11	
12	230	204490	30.73	
13	310	204496	29.8	
14	345	204502	30.32	

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

DRIVERS DAILY SAFETY CHECK

ENGINE OIL LEVEL
HYDRAULIC OIL LEVEL
COOLANT LEVEL
FUEL
WHEELS, RIMS AND LUGS
TIRES AND TIRE PRESSURE
TURN SIGNALS
LIGHTS
AIR LEAKS
BRAKES
MUD FLAPS
HORNS
REAR VISION MIRRORS
TRUCK CLEAN OF DEBRIS
WINDSHIELD WIPERS
FIRE EXTINGUISHER
TRIANGLES
STEERING
COUPLING DEVICE
BACK-UP ALARM

DRIVER MUST REPORT MECHANICAL DEFECTS TO SHOP SUPERVISOR BEFORE DRIVING VEHICLE

I HAVE CHECKED EACH ITEM ON THE ABOVE LIST AND WILL REPORT TO THE SHOP FOREMAN ANY DEFECTS FOUND.

DRIVER'S INITIALS

TOTAL LOADS 14

TRUCK HOURS 9

TRAVEL TIME .5

TOTAL HOURS 9.5

LAST LOAD UNLOADED 400

NOTES

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JOB FOREMAN'S SIGNATURE TIME DRIVER'S SIGNATURE

WHITE- BILLING YELLOW-TRUCK COPY PINK-CUSTOMER COPY

5-17-24

Jon Stubbs Trucking

695 S 200 E SPRINGVILLE, UT 84663

715054

TRUCKING: JON - 801-428-7222 OFFICE: JEN - 801-919-4404, GINA - 801-427-2656

EMAIL: JONSTUBBSTRUCKINGLLC@GMAIL.COM

CARRIER NAME _____

CONTRACTOR NAME _____

PIT ADDRESS _____

JOB NAME _____

JOB ADDRESS _____

MATERIAL _____

SUN MON TUES WED THURS FRI SAT

DATE _____

DRIVER _____

TRUCK NO. _____

TYPE OF TRUCK _____

PLATE # _____

START _____ END _____

START _____ END _____

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1		204517	22.25	Sand
2		204524	21.54	
3		204531	22.49	
4		204543	23.13	
5		204552	22.36	
6		204561	23.02	
7		204568	23.04	
8		204576	21.01	
9		204581	21.92	
10	1:51	204590	22.45	
11				
12				
13				
14				

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

DRIVERS DAILY SAFETY CHECK

ENGINE OIL LEVEL _____

HYDRAULIC OIL LEVEL _____

COOLANT LEVEL _____

FUEL _____

WHEELS, RIMS AND LUGS _____

TIRES AND TIRE PRESSURE _____

TURN SIGNALS _____

LIGHTS _____

AIR LEAKS _____

BRAKES _____

MUD FLAPS _____

HORNS _____

REAR VISION MIRRORS _____

TRUCK CLEAN OF DEBRIS _____

WINDSHIELD WIPERS _____

FIRE EXTINGUISHER _____

TRIANGLES _____

STEERING _____

COUPLING DEVICE _____

BACK-UP ALARM _____

DRIVER MUST REPORT MECHANICAL DEFECTS TO SHOP SUPERVISOR BEFORE DRIVING VEHICLE

I HAVE CHECKED EACH ITEM ON THE ABOVE LIST AND WILL REPORT TO THE SHOP FOREMAN ANY DEFECTS FOUND.

DRIVER'S INITIALS _____

TOTAL LOADS _____

TRUCK HOURS _____

TRAVEL TIME _____

TOTAL HOURS _____

LAST LOAD UNLOADED _____

NOTES _____

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JOB FOREMAN'S SIGNATURE _____ TIME _____ DRIVER'S SIGNATURE _____

WHITE- BILLING YELLOW-TRUCK COPY PINK-CUSTOMER COPY

5-17-24

McAllister

Jon Stubbs Trucking

714171

695 S 200 E SPRINGVILLE, UT 84663
TRUCKING: JON - 801-428-7222 OFFICE: JEN - 801-919-4404, GINA - 801-427-2656
EMAIL: JONSTUBBSTRUCKINGLLC@GMAIL.COM

CARRIER NAME PMA
CONTRACTOR NAME Newman Contracting
PIT ADDRESS CMC
JOB NAME Saratoga Hwy
JOB ADDRESS Saratoga Hwy 30
MATERIAL Beach Sand

SUN MON TUES WED THURS (FRI) SAT
DATE 5/17/24
DRIVER Miguel Morales
TRUCK NO. 5
TYPE OF TRUCK Side Dump
PLATE # U325VN
START 7:00 AM END 2:00
START ____ END ____

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1	7:14	204514	23.77	Sand
2	8:04	204523	23.34	Sand
3	8:42	204530	22.76	Sand
4	9:26	204541	24.42	Sand
5	10:11	204550	23.47	Sand
6	10:52	204558	23.44	Sand
7	11:36	204567	23.56	Sand
8	12:25	204575	22.95	Sand
9	1:05	204580	23.61	Sand
10	1:47	204588	23.64	Sand
11				
12				
13				
14				

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

DRIVERS DAILY SAFETY CHECK
ENGINE OIL LEVEL ____
HYDRAULIC OIL LEVEL ____
COOLANT LEVEL ____
FUEL ____
WHEELS, RIMS AND LUGS ____
TIRES AND TIRE PRESSURE ____
TURN SIGNALS ____
LIGHTS ____
AIR LEAKS ____
BRAKES ____
MUD FLAPS ____
HORNS ____
REAR VISION MIRRORS ____
TRUCK CLEAN OF DEBRIS ____
WINDSHIELD WIPERS ____
FIRE EXTINGUISHER ____
TRIANGLES ____
STEERING ____
COUPLING DEVICE ____
BACK-UP ALARM ____

DRIVER MUST REPORT MECHANICAL DEFECTS TO SHOP SUPERVISOR BEFORE DRIVING VEHICLE

I HAVE CHECKED EACH ITEM ON THE ABOVE LIST AND WILL REPORT TO THE SHOP FOREMAN ANY DEFECTS FOUND.

DRIVER'S INITIALS ____

TOTAL LOADS 10
TRUCK HOURS 2
TRAVEL TIME .5
TOTAL HOURS 2.5
LAST LOAD UNLOADED 2:00

NOTES

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JOB FOREMAN'S SIGNATURE ____ TIME ____ DRIVER'S SIGNATURE Miguel Morales

WHITE- BILLING YELLOW-TRUCK COPY PINK-CUSTOMER COPY

Jon Stubbs Trucking

714301

695 S 200 E SPRINGVILLE, UT 84663
TRUCKING: JON - 801-428-7222 OFFICE: JEN - 801-919-4404, GINA - 801-427-2656
EMAIL: JONSTUBBSTRUCKINGLLC@GMAIL.COM

CARRIER NAME _____
CONTRACTOR NAME _____
PIT ADDRESS MC
JOB NAME _____
JOB ADDRESS _____
MATERIAL _____

SUN MON TUES WED THURS FRI SAT
DATE 2-15-24
DRIVER _____
TRUCK NO. _____
TYPE OF TRUCK _____
PLATE # _____
START 7 _____ END 4 30
START _____ END _____

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
1	7 25	204217	27.73	Sand
2	8:19	204224	26.59	
3	8:56	204250	26.81	
4	9 43	204258	27.52	
5	10 18	204263	27.13	
6	11 00	204263	27.53	
7	11 40	204263	27.07	
8	12 25	204263	27.36	
9	1 04	204271	26.81	
10	2 06	204279	25.51	
11	2 45	204287	23.49	
12	3 24	204294	28.90	
13	4 05	204302	24.63	
14				

LOAD #	LOAD TIME	TICKET	TONS	MATERIAL
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

DRIVERS DAILY SAFETY CHECK

ENGINE OIL LEVEL _____
HYDRAULIC OIL LEVEL _____
COOLANT LEVEL _____
FUEL _____
WHEELS, RIMS AND LUGS _____
TIRES AND TIRE PRESSURE _____
TURN SIGNALS _____
LIGHTS _____
AIR LEAKS _____
BRAKES _____
MUD FLAPS _____
HORNS _____
REAR VISION MIRRORS _____
TRUCK CLEAN OF DEBRIS _____
WINDSHIELD WIPERS _____
FIRE EXTINGUISHER _____
TRIANGLES _____
STEERING _____
COUPLING DEVICE _____
BACK-UP ALARM _____

DRIVER MUST REPORT MECHANICAL DEFECTS TO SHOP SUPERVISOR BEFORE DRIVING VEHICLE

I HAVE CHECKED EACH ITEM ON THE ABOVE LIST AND WILL REPORT TO THE SHOP FOREMAN ANY DEFECTS FOUND.

DRIVER'S INITIALS _____

TOTAL LOADS 13
TRUCK HOURS 9
TRAVEL TIME 5
TOTAL HOURS 10
LAST LOAD UNLOADED _____

NOTES
13 loads sand from MC
1 Scales 4:30

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JOB FOREMAN'S SIGNATURE _____ TIME _____ DRIVER'S SIGNATURE _____

WHITE-BILLING YELLOW-TRUCK COPY PINK-CUSTOMER COPY

Change Order

No. 2

Date of Issuance: 7/19/2024 Effective Date: 5/15/2024

Project:	Owner:	Owner's Contract No.:
Saratoga Springs South Marina Harbor Improvements	City of Saratoga Springs	
Contract: Saratoga Springs South Marina Harbor Improvements		Date of Contract: Nov-23
Contractor: Newman Construction		Engineer's Project No.: 1005.2314

The Contract Documents are modified as follows upon execution of this Change Order:

The City was required to move the do not disturb boundary on the edge of Utah Lake to a higher elevation than was previously known. This CO pays for the time equipment and materials to remove the already placed silt fence with a new silt fence.

Attachments (list documents supporting change):
See attached price Sheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $2,332,158.00	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 9/12/2024 Ready for final payment (days or date): 10/12/2024
Increase from previously approved Change Orders: original to 1 $21,691.00	[Increase] [Decrease] From previously approved Change Orders 0 to Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: $2,353,849.00	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: $4,602	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: $2,358,451.00	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 7/19/2024

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 08/01/2024

Approved by Funding Agency (if applicable):

_____ Date: _____

NEWMAN CONSTRUCTION INC.

ITEM	DESCRIPTION	RATE	QUANTITY	UNIT	TOTAL	DATE 5/15/2024	DATE 5/15/2024
FOREMAN RT	MIKE REEDER	$ 85.00	8	HR	$ 680.00	5/15/2024	
FOREMAN OT	MIKE REEDER	$ 126.50	2	HR	$ 253.00	5/15/2024	
Operator RT	KEVIN DOWASON	$ 65.00	8	HR	$ 520.00	5/15/2024	
Operator OT	KEVIN DAWSON	$ 96.00	2	HR	$ 192.00	5/15/2024	
Operator RT	JOSE GARCIA	$ 65.00	8	HR	$ 520.00	5/15/2024	
Operator OT	JOSE GARCIA	$ 96.00	2	HR	$ 192.00	5/15/2024	
Crew Truck	2034	$ 55.00	2	HR	$ 110.00	5/15/2024	
CAT 336 F L CF EXCAVATOR	CAT 2-3363	$ 165.00	9	HR	$ 1,485.00	5/15/2024	
CAT 930M Wheel Loader	CAT 9-9503	$ 100.00	5	HR	$ 500.00	5/15/2024	
MATERIAL	SILT FENCE	$ 150.00	1	EA	$ 150.00	5/15/2024	
			Total		**$ 4,602.00**		

Newman Construction
Job Name: SARATOGA SOUTH MARINA HARBOR **Job Code 23145D**

Daily Report

Time Card: Date - 05/15/2024 (Wednesday)					Foreman - REEMI MICHAEL VERNON REEDER	Revision - 0	Shift - 1
Cost Codes			74B.COSAN	47.GRADE	47.SAND		
Description			MOVE SAND FROM LI	PLACE & GRADE BEA	IMPORT SAND & TRUC		
Prod. Qty.			0	0 TON	0 TON		
Code	Name	Class					Totals
REEMI	MICHAEL VERNON RE	FOR1	10.5				10.5
2034	2018 FORD F350 CRE		2				2
9-0063	2011 CAT D6T XL CRA						0
9-0065	CAT D6K XL DOZER						0
6-6132	613C CAT WATERWAG						0
DAWKE	KEVIN C DAWSON	OPER1	10.5				10.5
2-3363	CAT 336 F L CF EXCAV		9				9
GARJOS	JOSE GARCIA ESPINO	LABOR1	10.5				10.5
9-9503	2016 CAT MZ LOADER		5				5
3-3008	BOMAG D40 SINGLE D						0
6-6216	621B CAT SCRAPER						0
9-9361	936E 1990 CAT LOADE						0

Totals for Labor	**Hours:** 31.5	**Worked:** 31.5	**Broken Out:**	(31.5/0/0)	
Totals for Equipment	**Hours:** 16	**Worked:** 16	**Broken Out:**	(16/0/0)	

Time Card Notes: Date - 05/15/2024 (Wednesday)										Foreman - REEMI		MICHAEL VERNON REEDER	
		Meter								Per			
Code	Name	Begin	End	Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Diem	Subsistence	Notes	
REEMI	MICHAEL VERNON R			07:00					17:30				
DAWKE	KEVIN C DAWSON			07:00					17:30				
GARJOS	JOSE GARCIA ESPIN			07:00					17:30				

x_____ Date: _____

'c' - indicates a completed item.
'(R)' - indicates a rework quantity.
'(o)' - indicates a percentage override.

Change Order

No. 4

Date of Issuance: 9/19/2024 Effective Date: 8/14/2024

Project:	Owner:	Owner's Contract No.:
Saratoga Springs South Marina Harbor Improvements	City of Saratoga Springs	
Contract: Saratoga Springs South Marina Harbor Improvements		Date of Contract: Nov-23
Contractor: Newman Construction		Engineer's Project No.: 1005.2314

The Contract Documents are modified as follows upon execution of this Change Order:

See below

Attachments (list documents supporting change):
See attached price Sheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 2,332,158.00	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 9/12/2024 Ready for final payment (days or date): 10/12/2024
Increase from previously approved Change Orders: original to 3 $ 44,020.00	[Increase] [Decrease] From previously approved Change Orders 0 to Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: $ 2,376,178.00	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: $ 6,561.38	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: $ 2,382,739.38	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/19/2024	Date:	Date: 9/25/2024

Approved by Funding Agency (if applicable):

Date:

In order for the Contractor to install the CXT buildings, they had to get a building permit from Saratoga Springs City. This was not identified in the contract. As part of the permit requirements, the Contractor was required to meet the structural engineers requirements for frost protection. A geotechnical study determined that a foam insulation was needed to protect the ground around the buildings from freezing. This change order pays for the foam board and installation. The Contractor was first given approval for one type of foam board but was later directed to change to the pink foam board by the Engineer.

CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469

Excavation ● Demolition ● Pipeline

DATE: 8/14/2024

JOB NAME: SOUTH MARINA HARBOR

SUBMITTED TO: SARATOGA SPRINGS

PHONE:

CONTACT: CHRIS KLINGLE

ITEM #	DESCRIPTION	ESTIMATED QUANITITY	UNIT	UNIT PRICE	AMOUNT
	DESCRIPTION				
1	INSTALL FOAM INSULATION (BATHROOM GROUND)	1	LS	$ 5,245.00	$ 5,245.00
	Total Job				**$ 5,245.00**
	NOTES: ESTIMATE IS TO INSTALL 2" INSULATION FOAM BOARD AROUND BATHROOM AND CONCESSION BUILDING				

☒ Unit Price (actual measured upon completion) ☐ Lump Sum

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE: _____ DATE: _____

CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469

Excavation ● Demolition ● Pipeline

DATE: 9/9/2024

JOB NAME: SOUTH MARINA HARBOR

SUBMITTED TO: SARATOGA CITY

PHONE:

CONTACT: MARCO

ITEM #	DESCRIPTION	ESTIMATED QUANITITY	UNIT	UNIT PRICE	AMOUNT
	DESCRIPTION				
1	FOAMULAR NCXF-250 R-10 INSULATION FOAM	1	LS	$ 1,316.38	$ 1,316.38
	Total Job				**$ 1,316.38**
	NOTES: CHANGE ORDER IS FOR EXTRA COST OF INSULATION FOAM BOARD THAT CMT GEO TECH WANTED US TO USE INSTEAD OF THE ORIGINAL ONE I SUBMITTED. THIS PRICE EXCLUDES THE RATCHET STRAP PURCHASED THIS IS COST PLUS 10 PERCENT.				

☒ Unit Price (actual measured upon completion) ☐ Lump Sum

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE: _____ DATE: _____

Estimate Summary - Costs and Prices

Newman Construction 26 Mike Davis

MD08142024 SARATOGA HARBOR CO INSULATION 8/14/2024 10:04 AM

Direct Biditems

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	Trucking	Direct Total	Indirect Charge	Addon Bond	Total Cost	Balanced Bid (TO) Markup	Balanced Bid (TO) Total	Bid Prices Markup	Bid Prices Total
10 - INSTALL FOAM INSULATION (BATHROOM GROUND)				**1 LS**										**U - Unbalanced**
40	1,788	1,630		734			4,152		470	4,622	623	5,244.89	623	5,245.00
40.00										4,622.11	13.47%	5,244.89	13.48%	5,245.00
Direct Totals														
40	**1,788**	**1,630**		**734**			**4,152**		**470**	**4,622**	**623**	**5,245**	**623**	**5,245**

Addon/Bond

Additional Cost		Addon/Bond Cost
OVERHEAD	10 % of TC	415
Bond from Summary Table		55
Totals from Addon and Bond		
		470

Summary Information

Last Summary: 8/14/2024 10:01:00 AM

Last Spread: 8/14/2024 10:01:00 AM

Customer Receipt

8/29/2024, 8:34 AM MDT

Sales Person MXK5F37 **Store Phone #** (801) 254-5762

Store # 8566 **Location** 3852 WEST 13400 SOUTH, RIVERTON, UT 84065

Customer Information

Newman Construction
(801) 254-3524
MLARSEN@NEWMANLLC.COM

NEWMAN CONSTRUCTION
13331 S Redwood rd
Riverton, UT 84065

Order # H8566-260452
Receipt # 8566 00097 20194
PO / Job Name 23145D

Carryout

Runner Name
MANDY LARSEN

Item	Description	Model #	SKU #	Unit Price	Qty	Subtotal
01	Owens Corning FOAMULAR NGX F-250 2 in. x 4 ft. x 8 ft. SSE R-10 XPS Rigid Foam Board Insulation	N/A	1006240690	$58.97 / each	21	$1,114.47
02	Husky 27 ft. x 2 in. Heavy-Duty Ratchet Tie-Down Strap with J Hook	N/A	1001755672	$9.97 / each	2	$19.94

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2024 Member Statement (as of 08/28)

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Pro Xtra Spend $9,111.09
Pro Xtra Savings $230.84

Subtotal	$1,258.31
Discounts	-$123.90
Sales Tax	$82.24
Order Total	$1,216.65
Balance Due	$0.00

Payment Method

Master Card 0164 **Charged** $1,216.65

Change Order

No. 6

Date of Issuance: 9/26/2024 Effective Date: 8/1/2024

Project:	Owner:	Owner's Contract No.:
Saratoga Springs South Marina Harbor Improvements	City of Saratoga Springs	
Contract: Saratoga Springs South Marina Harbor Improvements		Date of Contract: Nov-23
Contractor: Newman Construction		Engineer's Project No.: 1005.2314

The Contract Documents are modified as follows upon execution of this Change Order:

The City elected to expand the fenced area between the bathroom and equipment rental building and provide a bigger gate for easier access. This CO pays for the gate and the additional fence post needed.

Attachments (list documents supporting change):
See attached price Sheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 2,332,158.00	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 9/12/2024 Ready for final payment (days or date): 10/12/2024
Increase from previously approved Change Orders: original to 5 $ 54,375.66	[Increase] [Decrease] From previously approved Change Orders 0 to Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: $ 2,386,533.66	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: $ 2,443.75	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: $ 2,388,977.41	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/26/2024	Date:	Date: 9/26/2024

Approved by Funding Agency (if applicable):

Date:

CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469

Excavation ● Demolition ● Pipeline

DATE: 9/25/2024

JOB NAME: SARATOGA SPRINGS HARBOR FENCE CHANGES

SUBMITTED TO: SARATOGA SPRINGS CITY

PHONE:

CONTACT:

ITEM #	DESCRIPTION	ESTIMATED QUANITITY	UNIT	UNIT PRICE	AMOUNT
NEW	**STORM DRAIN** FENCE CHANGES	1	LS	$ 2,443.75	$ 2,443.75
	TOTAL CHANGE ORDER				**$ 2,443.75**
	EXCLUDES:				
	NOTES: CHANGES TO DESIGN				

☒ Unit Price (actual measured upon completion) ☐ Lump Sum

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE: _____ DATE: _____

Mountain States Fence Company
3737 South 500 West
Salt Lake City, Utah 84115
Phone: 801-261-4224
Fax: 801-261-4509

Memo

Date: Monday, September 16, 2024

To:	Newman Construction	**From:**	Andre Lopez
Project:	**Saratoga Spring Boat Harbor**		andre@msfence.com
Phone:	801-678-3681	**Phone:**	385-881-7269
Email:	rgtierrez@newmanllc.com	**Pages:**	1
Re:	Change Order (6' DD Gate)	**Job No.:**	24-281

☒ **For Review** ☒ **Please Reply**

Comments:

Good morning, Ricardo

Here is the Cost to Add the 6' Double Swing Gate (Standard Gate Hardware) Trex – Woodland Brown
1 ea. Extra Post,
1 ea. 6' x 6' Trex Double Swing Gate (Custom Built Gate)

Total Change order Cost: $2,125.00

Please Sign Change order to Approve / and Then I can Order The gate. .

RICARDO GUTIERREZ
_____

Change Order

No. 8

Date of Issuance: 10/8/2024 Effective Date: 10/8/2024

Project:	Owner:	Owner's Contract No.:
Saratoga Springs South Marina Harbor Improvements	City of Saratoga Springs	
Contract: Saratoga Springs South Marina Harbor Improvements		Date of Contract: Nov-23
Contractor: Newman Construction		Engineer's Project No.: 1005.2314

The Contract Documents are modified as follows upon execution of this Change Order:

This change order is for all additional costs associate with the storm drain system updates.

Attachments (list documents supporting change):
See attached price Sheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 2,332,158.00	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 9/12/2024 Ready for final payment (days or date): 10/12/2024
Increase from previously approved Change Orders: original to 8 $ 313,328.41	[Increase] [Decrease] From previously approved Change Orders 0 to Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: $ 2,761,223.41	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: $ 118,520.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: $ 2,879,743.41	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By: RICARDO GUTIERREZ
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/30/2024	Date:	Date: 10/09/2024

Approved by Funding Agency (if applicable):

Date:

CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469

Excavation ● Demolition ● Pipeline

DATE: 9/25/2024

JOB NAME: SARATOGA SPRINGS HARBOR STORM DRAIN

SUBMITTED TO: SARATOGA SPRINGS CITY

PHONE:

CONTACT:

ITEM #	DESCRIPTION	ESTIMATED QUANITITY	UNIT	UNIT PRICE	AMOUNT
	NEW STORM DRAIN ITEMS				
NEW	MOBILIZATION & FREIGHT	1	LS	$ 6,550.00	$ 6,550.00
NEW	SURVEY & TESTING	1	LS	$ 4,150.00	$ 4,150.00
NEW	DEMO 10" SD PIPE	28	LF	$ 48.00	$ 1,344.00
NEW	DEMO 12" SD PIPE	30	LF	$ 50.00	$ 1,500.00
NEW	DEMO 15" SD PIPE	143	LF	$ 50.00	$ 7,150.00
NEW	DEMO 36" SD PIPE	43	LF	$ 87.00	$ 3,741.00
NEW	DEMO EXISTING SD BOX	3	EA	$ 730.00	$ 2,190.00
NEW	MODIFY EXISTING SDMH (10")	1	EA	$ 1,475.00	$ 1,475.00
NEW	10" PVC (IMPORT BACKFILL)	25	LF	$ 130.00	$ 3,250.00
NEW	10" TIDAFLEX INLINE CHECK VALVE	1	EA	$ 3,735.00	$ 3,735.00
NEW	36" RCP (IMPORT BACKFILL)	95	LF	$ 316.00	$ 30,020.00
NEW	4' SDMH#2 (IMPORT BACKFILL)	1	EA	$ 6,895.00	$ 6,895.00
NEW	7' SDMH#1 (IMPORT BACKFILL)	1	EA	$ 18,445.00	$ 18,445.00
NEW	10' SDMH W/ DIVERSION WALL (IMPORT BACKFILL)	1	EA	$ 57,925.00	$ 57,925.00
NEW	CONNECT NEW MH TO EXISTING PIPE	1	EA	$ 1,625.00	$ 1,625.00
NEW	HEADWALL CORE & COLLAR (PER HAL PLAN)	1	EA	$ 8,525.00	$ 8,525.00
19	CREDIT ENVIROSTORM (BASE BID)	(1)	EA	$ 40,000.00	$ (40,000.00)
	SUBTOTAL OF NEW ITEMS				**$ 118,520.00**

THIS DOES NOT INCLUDE ALL ADJUSTMENTS TO BASE BID ITEMS TO CORRECT THE QUANTITY OR CONTRACT AMOUNT THAT ARE REQUIRED BASED ON THE NEW DESIGN. THESE ITEMS WILL BE OVERRUN OR UNDERRUN ACCORDINGLY.

EXCLUDES: DEWATERING, WATER QUALITY UNITS, 18" PIPE FOR WATER QUALITY UNITS, ANYTHING NOT SPECIFICALLY LISTED.

NOTES: CHANGES TO DESIGN BY OWNER. ACTUAL QUANTITIES WILL BE BILLED.

☒ Unit Price (actual measured upon completion) ☐ Lump Sum

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE: _____ DATE: _____

RESOLUTION NO. R24-54 (10-15-24)

A RESOLUTION APPROVING CHANGE ORDERS # 1, 2, 4, 6 & 8 WITH NEWMAN CONSTRUCTION FOR CONSTRUCTION SERVICES FOR THE SOUTH MARINA PROJECT

WHEREAS, in 2023 the City awarded a design contract to Newman Construction for the Construction of the South Marina Project located at 156 East Harbor Parkway; and

WHEREAS, the City Council of the City of Saratoga Spring has found it necessary for Newman Construction to provide additional construction services for the Project; and

WHEREAS, the City of Saratoga Springs requested and was provided a cost for services as itemized in the scope and fee modifications Change Orders (C.O.) #'s 1, 2, 4, 6, & 8 in the amount of $153,818.13; and

WHEREAS, City Staff in conjunction with the City's consultant construction manager, CMT, reviewed the modified scope of work and costs for services submitted for the South Marina Project by Newman Construction; and

WHEREAS, the City Council has determined that the proposed project change orders are in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

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

The City of Saratoga Springs does hereby approve the modified scope of work and costs for additional construction services submitted for the South Marina Project by Newman Construction for C.O.'s # 1, 2, 4, 6, & 8 in the amount of $153,818.13

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

APPROVED AND ADOPTED this 15th day of October, 2024.

_____
Mayor Jim Miller

ATTEST:

_____
Nicolette Fike, City Recorder

MINUTES – CITY COUNCIL MEETING

Tuesday, October 1, 2024
City of Saratoga Springs
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Call to Order: Mayor Jim Miller called the meeting to order at 6:04 p.m.

Roll Call:

Present	Mayor Jim Miller, Council Members Christopher Carn, Audrey Barton, Michael McOmber, Stephen Willden, and Lance Wadman
Staff Present	City Manager Mark Christensen, Assistant City Manager Owen Jackson, Community Development Director Ken Young, Public Outreach Specialist AnnElise Harrison, City Attorney Kevin Thurman, Police Chief Andrew Burton, Planning Director Sarah Carroll, Senior Planner Austin Roy, Code Compliance Supervisor Brad Davis, and City Recorder Nicolette Fike
Others:	Laura Benvenutto, Jaran Nicholls, Derek Anderson, David Crockett, Brock Loomis

Invocation:	Council Member Willden
Pledge of Allegiance:	Council Member Barton

Public Input: Derek Anderson is on the HOA board for the Fox Hollow neighborhood. He wondered if the neighborhood could have other things considered in conjunction with this development. He mentioned improving Redwood Road, constructing Mountain View Corridor, and addressing the overcrowding of schools. He thinks higher density would be more appropriate in the center of the city where public transit is more accessible.

REPORTS: Council Member Willden wants to make sure they address signs in HOA's on private property in the side code amendments. He thinks they should have the same rights in shared areas as private home owners.

Council Member Wadman advised that a resident of Saratoga Springs, Laura Benvenutto, was recognized at the capital yesterday by Congressman Owen, he was very impressed. He invited her to come forward to be recognized. She was originally from Venezuela and moved here in 2015. She is a single mom and teacher at a dual immersion school.

Council Member McOmber mentioned that Commerce Boulevard needs new striping. He believes it has become a hazard.

Council Member Barton mentioned that there is no lighting when you walk outside of Chubby's, it is pitch black. She wondered if lights were missing from the parking lot. She also clarified how code enforcement works when HOA's are involved.

Mayor Miller mentioned that the Through Your Eyes tour came through Saratoga Springs to bring awareness to blind cyclists. They are headed to Southern Utah next and are looking for pilots. He thanked the Council for taking the time to meet with them.

CONSENT ITEMS:

1. **Approval of Minutes: September 17, 2024.**

DRAFT

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

Vote:

Council Member Chris Carn	**Yes**
Council Member Lance Wadman	**Yes**
Council Member Audrey Barton	**Yes**
Council Member Stephen Willden	**Yes**
Council Member Michael McOmber	**Yes**

Motion carried 5-0.

BUSINESS ITEMS:

1. **Fox Hollow Neighborhood 4 PUD Concept Plan, located approximately at Village Parkway and Redwood Road. Jaran Nicholls of Grnoble Co. as Applicant.** Senior Planner Austin Roy advised that this phase falls under The Villages at Saratoga Springs Second Master Development Agreement (MDA) and is governed by R1-10 base zoning with a Planned Unit Development (PUD) overlay. The maximum allowable density for Neighborhood 4 is 136 townhomes and 199 single-family lots. The concept plan proposes 136 townhomes and 172 single-family lots, which is 27 units below the maximum. Additionally, the applicant seeks variations to the current zoning. They have submitted designs featuring flat roofs with rooftop balconies and pitched roofs for consideration. If the flat roof design is approved, it will necessitate a variation for building height and flat roof structures. Variations for the single-family lots are also being requested, as is customary in a PUD overlay to accommodate the number of units outlined in the MDA. They would also like to be allowed a max height of 41.6' instead of 35', or to have the measurement be taken from the finished grade at the front of each unit.

   David Crockett, applicant, presented on behalf of Pulte Group to explain further on reasons they were asking for this request. Some factors came into play such as topography, near commercial, and how the established grade made the measurement more difficult. He shared floor plans for the different products including the indoor-outdoor living space.

   Council Member McOmber asked what additional open space was received in exchange for the lot reduction.

   Planning Director Sarah Carroll advised that the open space was calculated for the whole site and not just this area. They met the 25% for the neighborhood as a whole. She also mentioned that the HOA doesn't think that the look of flat roofs would fit well with the houses in the area currently.

   Council Member McOmber wants to make sure they are balancing vested rights on density but also doesn't want it to create a burden on the neighborhood without the park being developed yet. He does not like the flat roof concept. He mentioned there is nothing to keep them accountable for creating decks on the roof. They may start out with them and then building prices go up and they stop providing them. He mentioned that he wants them to measure building height from the midline of the roof and keep at the max height requirements we currently have. He wants to make a condition that the fire marshal has to approve this. He is concerned that the planning commission is creating code. If the suggest adding six and a half feet it gives the developers the expectation that the Council will approve it.

DRAFT

Council Member Willden asked that if they allowed flat roofs could they make a condition that the top deck has to be constructed at time of build. He is comfortable with it if they require occupancy be held until the rooftop deck is constructed.

Senior Planner Roy advised that the MDA specifies they can have 35' frontages. So the 40' lot width product they presented would be allowed.

Council Member Barton doesn't like flat roofs, but she does like the outdoor usable space. She also appreciates that they are private. However, she wants to take the feedback from the HOA into consideration as well.

Council Member Wadman clarified where the guest parking is being placed in the neighborhood for the townhomes. He mentioned that flat roofs aren't a pattern that we typically follow in Saratoga Springs but he likes it because of the outdoor usable space they are planning.

Council Member Carn likes the buffering between the multi-family and single family homes. He likes the flat roofs for this specific spot. He feels like they can look at this project a little differently because it is in a PUD. He would like to see a trail system in this area because of the park that is supposed to be constructed. He asked how snow is removed off of flat roofs. He is concerned people would be shoveling off of the roof.

Staff mentioned that drainage areas are constructed on flat roofs, so the snow can be shoveled to those drainage spots and melt down.

City Manager Christensen advised that the commercial development may drive some requirements for Redwood Road improvements.

2. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 – Sign Regulations. City-Wide. City-Initiated. Ordinance 24-42 (10-02-24).** Staff asked that this item be tabled to a later meeting due to time conflicts. Mayor asked that it be brought back to the Council in two weeks.

3. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.20 – Internal Accessory Dwelling Units (IADUs), City-Wide, City-Initiated, Ordinance 24-43 (10-01-24).** Community Development Director Ken Young presented this code change to the City Council. He advised that this removes verbiage regarding the ability to request amendments to the Internal Accessory Dwelling Map, which shows where IADUs are permitted and prohibited within the city. It also removes the IADU Map, but leaves the reference to where it can be found online where map details are more clearly shown.

Motion by Council Member McOmber to approve the Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.20 – Internal Accessory Dwelling Units (IADUs), City-Wide, City-Initiated, Ordinance 24-43 (10-01-24) with all staff findings and conditions seconded by Council Member Barton.
Vote:
Council Member Chris Carn Yes
Council Member Lance Wadman Yes
Council Member Audrey Barton Yes
Council Member Stephen Willden Yes
Council Member Michael McOmber Yes
Motion carried 5-0.

DRAFT

4. **General Plan Land Use Map Amendment – Pelican Point Area. City-Initiated. Ordinance 24-44 (10-01-24).** Director Young presented this land use map amendment to the City Council. He advised that this is in response to a request of the City Council to remove MDR and HDR land uses in this area of the General Plan, below City boundaries. The identified 641.98 acres is currently undeveloped, but may develop into an important area of City growth if and when the Mountain View Corridor crosses Utah Lake at Pelican Point. While some Business Park, Regional Commercial and Mixed Waterfront uses are deemed to be important around the future highway in the Pelican Point area, the lower, southernmost acres are deemed best suited for less intensive, rural residential development.

Motion by Council Member Willden to approve the General Plan Land Use Map Amendment – Pelican Point Area. City-Initiated. Ordinance 24-44 (10-01-24) including any staff findings and conditions seconded by Council Member Wadman.
Vote:
Council Member Chris Carn Yes
Council Member Lance Wadman Yes
Council Member Audrey Barton Yes
Council Member Stephen Willden Yes
Council Member Michael McOmber Yes
Motion carried 5-0.

5. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.04.14 – for Gateway Overlay Parking. City Initiated. Ordinance 24-45 (10-01-24).** Director Young advised that this item was reviewed by the City Council on September 3, 2024. Currently parking between buildings and arterial or collector streets is not allowed within the Gateway Overlay Zone. A proposed code amendment was brought forward to provide some parking flexibility in certain circumstances. Staff have reworked the proposed amendment language to provide further clarification on when parking may be permitted along a collector or arterial street. A copy of the proposed changes is included in the City Council packet posted on the website.

Motion by Council Member McOmber to approve the Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.04.14 – for Gateway Overlay Parking. City Initiated. Ordinance 24-45 (10-01-24) with all staff findings seconded by Council Member Carn.
Vote:
Council Member Chris Carn Yes
Council Member Lance Wadman Yes
Council Member Audrey Barton Yes
Council Member Stephen Willden Yes
Council Member Michael McOmber Yes
Motion carried 5-0.

CLOSED SESSION:

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

Council Member Stephen Willden Yes
Council Member Michael McOmber Yes
Motion carried 5-0.

The meeting moved to closed session at 7:26 p.m.

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

Closed Session adjourned at 7:45 p.m.

ADJOURNMENT:
There being no further business, Mayor Miller adjourned the meeting at 7:45 p.m.

_____
Jim Miller, Mayor

Attest:

_____
Nicolette Fike, City Recorder
Approved:

DRAFT



GENERAL ELECTION NOVEMBER 5, 2024

PROPOSITION 13 RECREATION, ARTS, & PARKS TAX

The General Election will be held on November 5, 2024 between the hours of 7:00 a.m. and 8:00 p.m.

Information regarding the location of ballot drop boxes, polling places for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place, may be found at:
the Utah County Clerk Election Website:
https://www.vote.utahcounty.gov
the Statewide Electronic Voter Information Website:
https://vote.utah.gov
the City of Saratoga Springs website
www.saratogasprings-ut.gov/elections

To obtain information regarding the location of a polling place, voters may also call (801) 851-8128, or email Elections@utahcounty.gov.

City of Saratoga Springs
1307 N Commerce Drive
Saratoga Springs, UT 84045

Voter Information Pamphlet

PROPOSITION #13 RECREATION, ARTS, & PARKS TAX

General Election
November 5, 2024



CITY OF SARATOGA SPRINGS

WWW.SARATOGASPRINGS-UT.GOV

PROPOSITION 13

SARATOGA SPRINGS CITY, UTAH, RAP TAX ELECTION NOVEMBER 5, 2024

Shall the City of Saratoga Springs, Utah, be authorized to impose a .1% sales and use tax for the purpose of funding recreation, cultural, and zoological facilities, and botanical, cultural, and zoological organizations within the City?

- ⬭ FOR THE ISSUANCE OF A .1% RAP SALES TAX
- ⬭ AGAINST THE ISSUANCE OF A .1% RAP SALES TAX

No Property Tax Impact



THE ARGUMENTS FOR OR AGAINST A BALLOT PROPOSITION ARE THE OPINIONS OF THE AUTHORS.

ARGUMENT FOR

Proposition 13 relates to whether the City of Saratoga Springs ("City") should impose a sales tax of .001 (1/10th of a penny) on each dollar spent in the City to fund recreational, cultural, botanical, and zoological facilities, programs, and non-profit organizations (commonly referred to as a "RAP tax"). This amounts to **one penny** for every **$10** spent or ten cents for every $100 spent for non-food transactions. Sales tax on food transactions will remain unchanged. The RAP tax will help meet the recreational and cultural needs of a growing city with over 60,000 residents. The City Council encourages residents to vote **"YES"** on Proposition 13 for the reasons herein.

Recreational and cultural activities are valued aspects of the lives of City residents. Recreational and cultural activities provide opportunities for individuals, families, and seniors to improve their mental and physical health, build relationships and community, spur creativity, and advance general well-being. Saratoga Springs continues to grow and add exceptional parks and cultural activities and programs that draw people to our community from the whole region. These activities will be enhanced by the passage of the RAP tax.

Those who use the parks, recreational, and cultural programs and facilities should help pay for the upkeep and growth of such. Revenue from the RAP tax comes from all shoppers (residents and non-residents) who shop here and come here to recreate and participate in activities such as Splash Days. **Approximately 71% of point of sales transactions in Saratoga Springs come from individuals and businesses from outside the city.** In other words, those who recreate here but don't reside or pay property taxes will help pay for the recreational and cultural services they enjoy when they visit our City if the RAP tax is approved.

Most surrounding cities have a RAP tax. These cities include but are not limited to Lehi, American Fork, Highland, Alpine, Cedar Hills, Pleasant Grove, Lindon, Orem, and Provo. The amount of 1/10th of a penny for each dollar spent is not a deterrent for those who choose to shop in other cities. **For example, non-resident shoppers will still choose to shop in the City regardless of the imposition of the RAP tax, and these shoppers will help fund the City's growing recreational and cultural amenities they enjoy.** The RAP tax is not imposed on food transactions, so the majority of revenue will come from non-essential transactions.

If approved, RAP tax funding may be used to support services such as:

- Parks
- Playing fields
- Sports courts
- Trails
- Marinas
- Amphitheaters
- Splash pads
- Swimming pools
- Recreation centers
- Arts and cultural festivals and programs

The City Council encourages residents to help support recreational and cultural activities, programs, and facilities in the City by voting **"YES"** on Proposition 13. The RAP tax will be a major benefit to the lives of City residents and help fund many of the activities, services, and programs that make this such a great place to live.

– Saratoga Springs City Council

Public meeting to hear arguments will be held Oct. 15, 2024 @ 6:00 p.m. City of Saratoga Springs Council Chambers1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

NO ARGUMENT AGAINST WAS SUBMITTED

SARATOGA SPRINGS PLANNING

City Council Memorandum

Author: Sarah Carroll, Planning Director, AICP
Memo Date: Tuesday, October 8, 2024
Meeting Date: Tuesday, October 15, 2024
Re: Planning Department Fee Schedule Update

Executive Summary:
City staff have been working with Zions Public Finance to prepare an update to the Community Development application fees. In the attached document, there are proposals for updates to existing application fees and new application types and fees.

Background/Proposed Changes:
The last comprehensive update was adopted in 2016 and a few small updates have occurred since. Staff identified the need to complete a comprehensive updated, add several new applications types, and allow for combining applications types such as preliminary plat and final plat, and/or site plan. The attached document includes the current fees, the average calculated costs for each application type, and a proposal for new fees.

Analysis:
Staff gathered data on the time spent on each of the new and modified processes and submitted this information to the consultant and found that many of the fees necessitate an update. The proposed fees are at or below the average calculated costs.

The proposed combined fees offer a reduced price as compared with submitting each application separately as it takes less time overall when they are combined. Not all developers will use this option, but it will be available to those who would like to move more quickly.

Recommendation:
Staff recommends that the Council review and discuss the proposed changes to the fees and adopt the proposed amendments.

Attachments:
A. Proposed Update to the Community Development Fees
B. Resolution for Amended Fees

Sarah Carroll, Planning Director, AICP
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x 106 • 801-766-9794 fax

Additional Review column added with fees from current fee schedule

The following table shows the current fee charged by the City, the average calculated fee, and the new proposed fee to be charged for each fee category.[1]

TABLE 1: CALCULATED FEE BY CATEGORY

Fee Category***	Current Fee	Average Calculated Fee	Proposed Fee	Included Reviews	Add'l Review
Actual Cost Fees					
Community Plan – New	$2,500 + $50/acre	$27,326.63	Actual Cost with $5,000 deposit	Staff Reviews – 5 PC – 2 City Council – 2	
Community Plan – Major Amendment	$2,500 + $25/acre	$9,690.09	Actual Cost	Staff Reviews – 3 Commission – 1 City Council – 1	
Community Plan – Minor Amendment	$750	$4,709.16	Actual Cost	Staff Reviews - 2	
District Area Plan – New**	New		Actual Cost with $5,000 deposit	Staff Reviews – 5 Commission – 2 City Council – 2	New
District Area Plan – Amendment**	New		Actual Cost	Staff Reviews – 3 Commission – 1 City Council – 1	New
Neighborhood Plan MR Zone – New Plan	Actual Cost	$21,393.13	Actual Cost with $5,000 deposit	Staff Reviews – 5 Commission – 2 City Council – 2	
Neighborhood Plan MR Zone – Major Amendment	Actual Cost	$6,012.60	Actual Cost	Staff Reviews – 3 Commission – 1 City Council – 1	
Neighborhood Plan MR Zone – Minor Amendment	Actual Cost	$2,422.38	Actual Cost	Staff Reviews - 2	
Street Name Change Fee**	New		Actual Cost		New
Village Plan – New	Actual Cost	$16,850.71	Actual Cost with $5,000 deposit	Staff Reviews – 4 Commission – 2 City Council – 2	
Village Plan – Major Amendment	Actual Cost	$6,585.15	Actual Cost	Staff Reviews – 2 Commission – 1 City Council – 1	

[1] It is important to note that the calculated average fee is based on an average of the time spent by employees, meaning that some applications will exceed the calculated average fee, while others will be lower than that amount. This results in a proposed fee, in a few instances, that slightly exceeds the average calculated fee.

Fee Category***	Current Fee	Average Calculated Fee	Proposed Fee	Included Reviews	Add'l Review
Village Plan – Minor Amendment	Actual Cost	$2,750.17	Actual Cost	Staff Reviews - 2	
Calculated Fees					
Annexation	$1,000 + $10/acre	$3,226.60	$1,250 + $10/acre	Staff Reviews – 3 Commission – 1 City Council – 2	$1000
Artificial Turf Permit	$25	$420.52	$75	Staff Reviews - 2	$0
Change of Use Permit	$100	$508.55	$250	Staff Reviews - 2	$100
Code Amendment	$3,500	$2,401.46	$2,400	Staff Reviews – 2 Commission – 1 City Council – 1	$1300
Concept Plan	$1,250	$3,113.41	$1,500	Staff Reviews - 1	$1250
Development Agreement	$1,500	$4,433.68	$3,000	Staff Reviews – 2 Commission - 0 City Council – 1	$1200
Development Agreement Major Amendment	$1,000	$3,958.35	$2,500	Staff Reviews – 2 Commission - 0 City Council – 1	$1200
Development Agreement Minor Amendment	$750	$1,530.81	$1,500	Staff Reviews – 2 Commission - 0 City Council – 0	$750
Development Review Committee	New	$1,444.82	$1,000/hour	N/A	
Final Plat	R $500 + $50/lot C $500	$3,557.33	$1,000 + $50/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25	Staff Reviews - 2	$1450
General Plan Amendment	$1,000	$846.52	$850	Staff Reviews – 1 Commission – 1 City Council – 1	$850
Home Occupation (PC Approval)	$500	$693.90	$500	Staff Reviews – 2 Commission – 1 City Council – 1	$250
Home Occupation (Staff Approval)	$150	$359.60	$250	Staff Reviews - 2	$125
IADU Map Amendment (N/A)	$250-500, actual cost if higher	$807.89	$750	Staff Reviews – 1 Commission – 1 City Council – 1	
IADU Registration	$50	$287.98	$50	Staff Reviews – 1	

DRAFT

Fee Category***	Current Fee	Average Calculated Fee	Proposed Fee	Included Reviews	Add'l Review
Lot Line Adjustment	$350 + $20/lot	$2,065.57	$750	Staff Reviews - 3	$750
Master Development Agreement	$5,000	$8,389.34	$5,000	Staff Reviews – 4 Commission – 1 City Council – 1	$1750
Master Development Agreement - Major Amendment	$2,500	$2,441.99	$2,500	Staff Reviews – 4 Commission - 1 City Council – 1	$600
Master Development Agreement - Minor Amendment	$1,000	$1,344.10	$1,250	Staff Reviews – 2	$600
Minor Subdivision	$1,200	$913.50	$900	Staff Reviews – 3	$300
Noticing Postcards	$1.00	$0.00	$1.50	N/A	
Plat Amendment - Does Not Affect ROW	$1,000 + $50/lot	$2,285.37	$1,000 + $50/lot	Staff Reviews – 2 Commission – 1	$1200
Plat Amendment - Affects ROW	$1,000 + $50/lot	$2,320.09	$1,000 + $50/lot	Staff Reviews – 2 City Council – 1	$1200
Plat Amendment - Staff Approval	$500 + $50/lot	$1,537.13	$750 + $50/lot	Staff Reviews – 2	$750
Preliminary Plat*	$500 + $100/lot (up to 50 lots) + number of units over 50 x $25	$8,083.70	$1,000 + $125/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25	Staff Reviews – 3 Commission – 1 City Council – 1	$2600
Preliminary / Final Plat*	New	$10,454.90	$1,500 + $150/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25	Staff Reviews – 3 Commission – 1 City Council – 1	$3400
Residential Preliminary Plat / Final Plat / Site Plan*	New	$19,228.19	$1,500 + $175/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25	Staff Reviews – 3 Commission – 1 City Council – 1	$6300
Residential Preliminary Plat / Site Plan*	New	$10,454.90	$1,500 +$155/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25	Staff Reviews – 3 Commission – 1 City Council – 1	$3400

DRAFT

Fee Category***	Current Fee	Average Calculated Fee	Proposed Fee	Included Reviews	Add'l Review
Commercial Preliminary Plat / Final Plan / Site Plan	New	$19,228.19	$1,500 + $175/lot + $3,000/building	Staff Reviews – 3 Commission – 1 City Council – 1	$6400
Commercial Preliminary Plat / Site Plan*	New	$10,454.90	$1,500 + $155/lot + $3,000/building	Staff Reviews – 3 Commission – 1 City Council – 1	$3400
Mixed Use Preliminary Plat / Final Plat / Site Plan	New	$19,228.19	$1,500 +$175/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25 + $3,000/mixed use or commercial building	Staff Reviews – 3 Commission – 1 City Council – 1	$6400
Mixed Use Preliminary Plat / Site Plan	New	$10,887.91	$1,500 +$155/lot or unit (up to 50 lots or units) + number of lots or units over 50 x $25 + $,3000/mixed use or commercial building	Staff Reviews – 3 Commission – 1 City Council – 1	$3600
Rezone	$3,000	$1,748.36	$1,750	Staff Reviews – 3 Commission – 1 City Council – 1	$600
Sign - Permanent	$100 + $50/each after 1st	$403.36	$300 1st sign $50 each additional	Staff Reviews – 2	$150
Sign - Temporary Planning	$100-200	$196.63	$100 for 1st sign, $200 max	Staff Reviews – 2	$100
Site Plan*	C $5,000 R $60/unit $5,000 max	$8,773.29	C - $5,000 for 1 building + $1,500 each additional bldg. R - $60/unit, max $5,000	Staff Reviews – 3 Commission – 1 City Council – 1	$2900
Site Plan - Major Amendment	$500 + $50/unit/acre/1,000 sq ft	$4,529.38	$500 + $50/unit/acre/1,000 sq ft	Staff Reviews – 3 Commission – 1 City Council – 1	$1500
Site Plan - Minor Amendment	$250	$2,453.91	$1,200	Staff Reviews – 1	$1200
Temporary Use	$125 + bond	$400.48	$300 + bond	Staff Reviews – 1	$125

DRAFT

Fee Category***	Current Fee	Average Calculated Fee	Proposed Fee	Included Reviews	Add'l Review
*Time spent on project is determined by which employee does the review. Time is calculated based on splitting time between the employees.					
**New fee category does not have estimated time to complete but will be updated as applications are completed in the future.					
***Any item or application type not listed can be billed based on direct costs.					

DRAFT

RESOLUTION NO. R24-53 (10-15-24)

A RESOLUTION AMENDING THE CITY OF SARATOGA SPRINGS CONSOLIDATED FEE SCHEDULE FOR FISCAL YEAR 2024-2025 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend various rates in the City's current Consolidated Fee Schedule; and

WHEREAS, pursuant to state law, the City Council has conducted a public meeting on the proposed fee amendments; and

WHEREAS, in the attached memorandum dated, October 15, 2024, City Staff has proposed plans for amending the Community Development fees; and

WHEREAS, the City Council has determined that an amendment to the Consolidated Fee Schedule is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

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

1. The City of Saratoga Springs does hereby adopt the recommended new rates in the attached memorandum as the amended Community Development fees in the Consolidated Fee Schedule.
2. City Staff is directed to update the Community Development fees in the Consolidates Fee Schedule consistent with this Resolution.

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah this 15 Day of October, 2024

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

Exhibit A

Memorandum and Proposed Fee Schedule Updates

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Rezone
Lakeview Academy Rezone
October 15, 2024
Public Meeting

Report Date:	October 8, 2024
Applicant:	Brent Pace, Odyssey Partners
Owner:	Richard Veasey
Location:	527 W. 400 N.
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	45:511:0001 (9.91 Acres)
Land Use Designation:	Institutional/Civic
Parcel Zoning:	Agricultural
Requested Zoning:	Institutional/Civic
Adjacent Zoning:	R1-10
Current Use of Parcel:	School, Charter
Adjacent Uses:	Single-Family Residential
Previous Meetings:	Site Plan at City Council - April 11, 2006
	Site Plan Amendment at City Council - August 8, 2006
	Site Plan Amendment at City Council - November 13, 2012
	Site Plan Amendment at City Council - December 10, 2015
Previous Approvals:	Site Plan approved on April 11, 2006
	Site Plan Amendment approved on August 8, 2006
	Site Plan Amendment approved on November 13, 2012
	Site Plan Amendment approved on December 10, 2015
	Site Plan Amendment (Minor) approved on July 9, 2018
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	N/A
Planner:	David Jellen, Planner II

A. Executive Summary:

The applicant has requested to rezone the Lakeview Academy Charter School property, which is approximately 9.91-acres and is located at 527 West 400 North. The proposal would rezone the entire property from Agricultural (A) to Institutional/Civic (I/C), which is consistent with the General Plan designation of Institutional/Civic for the property. This request precedes a site plan amendment to expand the school building. While the proposed site plan amendment that

David Jellen, Planner II
djellen@saratogasprings-ut.gov
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x237 • 801-766-9794 fax

is under review meets the setback requirements of both zones, the applicant is making this request at the recommendation of their lender.

Recommendation:
On September 26, 2024, the Planning Commission recommended approval of the requested Rezone for the Lakeview Academy Charter School. The motion passed 5-0.

Staff recommends that the City Council conduct a public meeting on the Lakeview Academy Rezone, review and discuss the proposal, and choose from the options in Section I of this report. Options include approval with or without conditions, denial, or continuation.

B. **Background:** The original site plan for the property was approved in April of 2006 and the property was platted in November of 2012. There have been four (4) site plan amendments for this property that have been approved since the original site plan approval in 2006. The most recent site plan amendment occurred in 2018 and included the addition of a new parking lot to the east of the school.

C. **Specific Request:** The applicant has requested that approximately 9.91 acres, located at 527 W. 400 N., be rezoned from Agricultural (A) to Institutional/Civic (I/C). The requested rezone is consistent with the Land Use Map in the City's General Plan.

D. **Process:** Code Section 19.13.04 outlines the process for a Rezone and General Plan Amendments. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council makes the final decision to either approve with or without conditions, continue, or deny the request.

Section 19.17.03 outlines the process criteria for Planning Commission and City Council Review:

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.
   Complies. *The application has been reviewed by the Planning Commission and received a recommendation prior to review by the City council.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title.
   Complies. *Please see Sections G and H of this report.*

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code and Chapter 19.13. For an application which concerns a specific parcel of property, the City shall provide the notice required by the Utah Code and Chapter 196.13 for a public hearing.
   Complies. *Please see Section D of this report.*

E. Community Review:

Public Hearing: This has been noticed as a public hearing pursuant to City and State statutes, which requires posting notice on the Utah public notice website and the City's website and in City Hall, and, except for code amendments, mailing notices to property owners whose land is directly affected by the request and property owners within 300 feet of the subject property at least 10 calendar days prior to the public hearing.

Public Comment: As of the date of this report, no public input has been received by Staff. There were multiple comments made by the public regarding this item during the public hearing portion of the Planning Commission meeting held on September 26, 2024, as outlined in Exhibit 5 (Draft Planning Commission Minutes – September 26, 2024).

F. Review: State Code provides specific exceptions to municipal land use ordinances for charter schools, as outlined in Title 10-9a-305 of Utah State Code.

Utah Code Section 10-9a-305(7)(a) states that "A charter school, home-based microschool, or micro-education entity shall be considered a permitted use in all zoning districts within a municipality."

Staff finding: Consistent*. The purpose of the Institutional/Civic zoning district is to "allow for public or quasi-public land uses." City Code states that charter schools are "considered to be a public school", which is consistent with the requested rezone.*

G. General Plan: The Land Use designation for this property is Institutional/Civic. The General Plan characterizes development within the Institutional/Civic land use classification as "areas designated for civic or institutional space, including municipal buildings and schools."

Staff conclusion: Consistent. *The requested zoning district of I/C is consistent with the General Plan's designation for a school on this property.*

H. Code Criteria: The requested rezone would change the land use regulations for the subject property as follows:

• Minimum Lot Size	From: 5 Acres	To: 20,000 sf
• Front Setback	From: 50'	To: 25'
• Interior Side Setback	From: 12'	To: 25'
• Rear Setback	From: 25'	To: 25'
• Maximum Height	From: 35'	To: 75'

Rezone and General Plan Amendment

A zoning map amendment (rezone) and General Plan Amendment are legislative decisions. The City Council has significant discretion when considering these changes. The criteria for a rezone and general plan amendment are outlined below and act as guidance in the decision making. Note that the criteria are non-binding.

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 subject property includes an existing charter school.*

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

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

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Staff finding: Consistent.

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

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City;

19.01.04. Purpose.

1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, 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, and in particular to:
    a. encourage and facilitate the orderly growth and expansion of the City;
    b. secure economy in governmental expenditures;
    c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
    d. enhance the economic well-being of the municipality and its inhabitants;
    e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
    f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
    g. stabilize and conserve property values;
    h. encourage the development of an attractive and beautiful community; and
    i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Staff finding: Consistent. *19.04.09 states the purpose of each zone. The purpose of the I/C zone is included below. The subject property is already developed with a charter school. The applicant would like to rezone the property per their lenders recommendation. Staff has received an application to expand the school footprint, however, the rezone is not needed to do so. The site plan amendment that is under review meets the setbacks of both the current and requested zone.*

Institutional/Civic:
The purpose of the Institutional/Civic Land Use Zone is to allow for public or quasi-public land uses. Development under these regulations should provide for university or college campuses as well as traditional schools, libraries, hospitals, public buildings or facilities, and other land uses that provide essential services to the general public, as well as some ancillary commercial uses to benefit the public use of certain facilities.

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; and
   Staff finding: Consistent. *The requested I/C zone is consistent with the land use indicated on the General Plan.*

5. any other reason that, subject to legislative discretion of the City Council, could advance the general welfare.
   Staff finding: *The City Council may express additional findings.*

I. Recommendation and Alternatives:

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

Option 1 – Approval
"I move that the City Council approve the requested rezone for Lakeview Academy, located at 527 West 400 North, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein.
2. The application is consistent with the criteria in section 19.17 of the Land Development Code, as articulated in Section H of the staff report, which section is incorporated by reference herein.

Conditions:

1. The rezone is recommended as shown in the attachments to the Staff report.
2. Impact fees be paid at site plan and building permit approval.
3. Any other conditions or changes as articulated by the City Council: _____.

Option 2 – Continuance
"I move to **continue** the rezone for Lakeview Academy 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. _____.

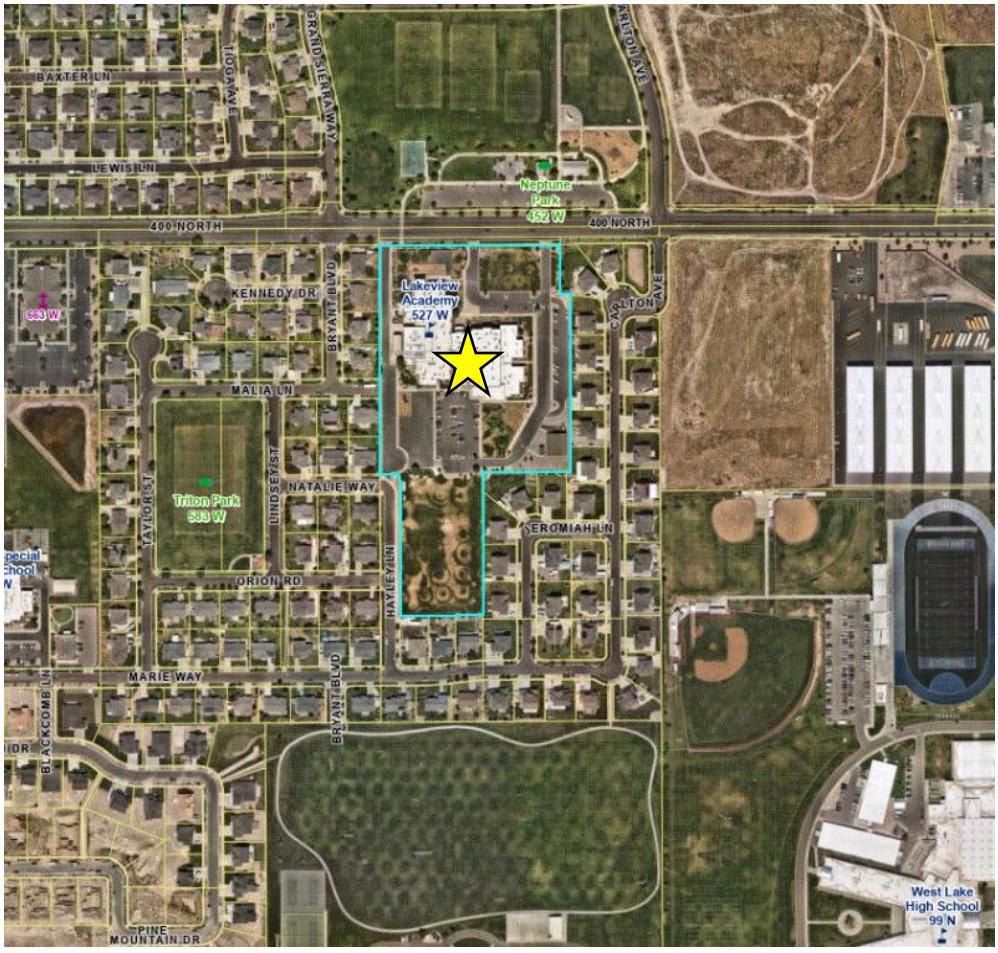
Option 3 – Denial
"I move that the City Council deny the requested rezone for Lakeview Academy, located at 527 West 400 North, with the Findings below:

1. The application is not consistent with the General Plan:
    a. _____, and/or,
2. The application is not consistent with Section 19.17 of the Code:
    a. _____, and/or
3. Other findings as stated by the City Council: _____.

J. Exhibits:

1. Location & Zone Map
2. Proposed Rezone and Legal Description
3. Planning Review Checklist
4. Neighborhood Meeting Minutes
5. Draft Planning Commission Minutes - September 26, 2024

Exhibit 1: Location and Zone Map



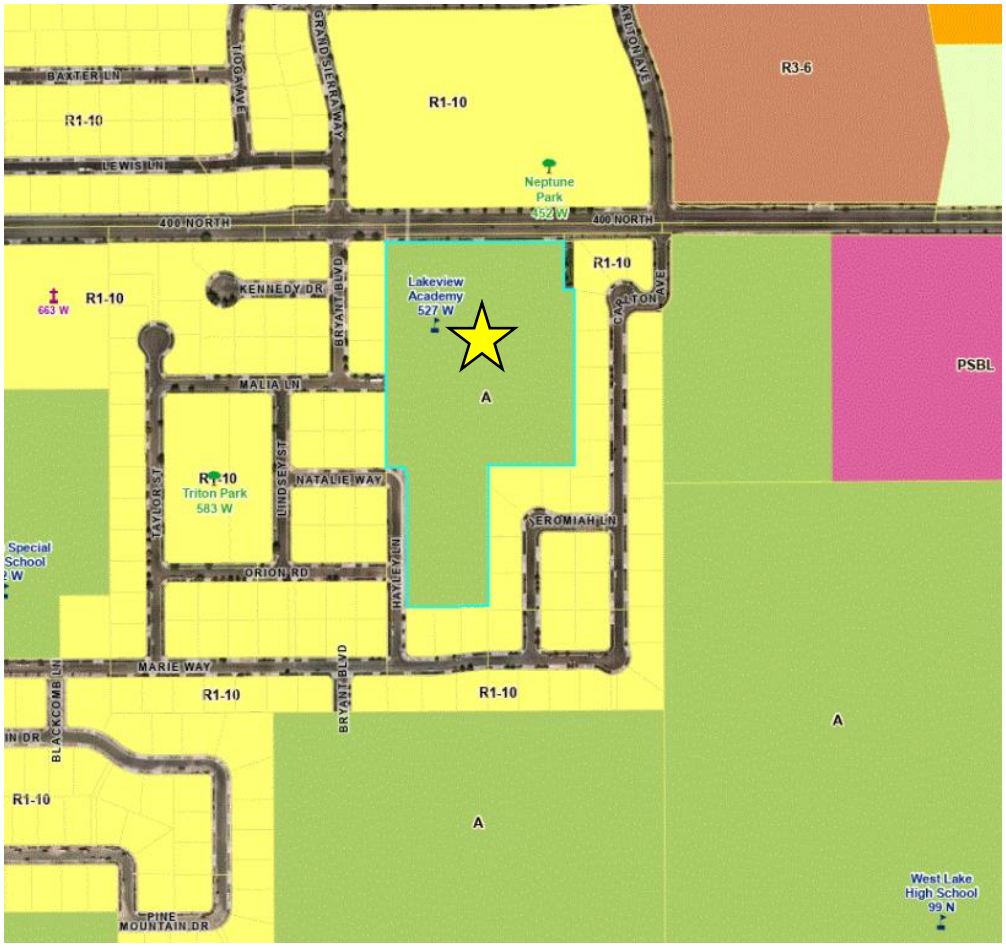
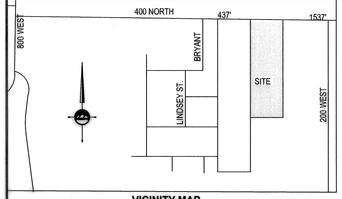


Exhibit 2. Proposed Rezone

Existing Zoning: A
Proposed Zoning: I/C

LAKEVIEW ACADEMY SUBDIVISION

A Portion of AMENDING LOT 1 & 2 OF JEX SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

EAST QUARTER CORNER
SECTION 22,
T5S, R1W, SLB&M
(FOUND BRASS CAP)

BASIS OF BEARING S 00°01'27" W 2650.79' (MEASURED) 2650.93' (RECORD)

SOUTHEAST CORNER
SECTION 22,
T5S, R1W, SLB&M
(FOUND BRASS CAP)

LOT 1, JEX SUBDIVISION
KEVIN & JAMI LAVERY

SUDWEEKS HOLDINGS, LLC
S 0°01'27" W 160.54'

POINT OF BEGINNING

N 89°53'23" E 28.00'

S 0°01'27" W 497.35' 10.00'

186.21'

25' P.U.E.

SETBACK LINE

S 89°53'23" W 278.00'

20.00'

S 00°01'27" W 28.00'

FUTURE STREET LIGHT

Public Road
20' ROAD DEDICATION TO
THE CITY OF SARATOGA SPRINGS
Contains 10,190 sq. ft or 0.23 acres.

S 44°50'34" W 23.10'

S 45°09'26" E 10.00'

FUTURE FIRE HYDRANT
N 44°50'34" E 33.05'

117.21'

N 89°59'18" E

269.62'

S 89°59'20" W

10' WATER LINE
EASEMENT TO
SARATOGA SPRINGS

134.17'

N 89°59'18" E

S 89°53'23" W 250.00'

SUDWEEKS HOLDINGS LLC

400 NORTH
(PUBLIC STREET)

N 89°53'23" E 509.50'

509.50'

S 89°53'23" W

EXIST. LIGHT

EXIST. FIRE HYDRANT

30.0'

SETBACK LINE

EXIST. LIGHT

48.0'

15' P.U.E.

68.0'

40.0'

28.0'

EXIST. FIRE HYDRANT

20.00'

EXIST. LIGHT

Proposed Zoning: I/C

LOT 1
442018 sq.ft.
10.147 acres
527 WEST 400 NORTH

S 45°00'00" E 67.91'

N 45°00'00" W 67.91'

S 0°01'27" W 398.01'

SETBACK LINE

LOT 6

DAVID & ANNE MALMBORG

WEST 77.50'

S 81°30'22" W 27.09'

LOT 5

SAMUEL & ABIGAIL NELSON

WEST 127.21'

LOT 4

DANE & JENNIFER GILSON

JUST 6 LOTS SUBDIVISION

25' P.U.E.

SETBACK LINE

EAST 140.45'

WEST 140.45'

S 45°00'00" E 17.65'

10' WATER LINE
EASEMENT TO
SARATOGA SPRINGS

N 45°00'00" W 17.65'

EAST 46.27'

42.14'

WEST

SETBACK LINE

25' P.U.E.

EXIST. FIRE HYDRANT

SETBACK LINE

25' P.U.E.
& WATER LINE EASEMENT
TO SARATOGA SPRINGS

10.00'

N 0°01'26" E 382.94'

515 WEST
(HAYLEY LANE)
(PUBLIC STREET)

56.0'

D=90°01'26"
R=15.00'
L=23.57'
CB=N 44°59'17" W
C=21.22'

EXIST. LIGHT

EXIST. LIGHT

WEST
40.99'

N 0°01'27" E 661.40'

STEVEN HOWARD
SUSAN PERKINS
LOT 101

SHANNON ETHINGTON
LOT 102

JUSTIN & CAMMIE TANNER
LOT 103

ADAM & MARY KATE TELLES
LOT 104

335 NORTH
(MALIA LANE)
(PUBLIC STREET)

ADAM & KELLY DROSSART
LOT 111

KEVIN & ANNA LANGFORD
LOT 116

290 NORTH
(NATALIE WAY)
(PUBLIC STREET)

LOT 117

LOT 122

250 NORTH
(ORION ROAD)
(PUBLIC STREET)

LOT 123

BRYANT BOULEVARD
(PUBLIC STREET)

400 NORTH
& 540 WEST

SUNSET HAVEN PLAT "A"

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SECTION CORNER SET 5/8"
- REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." (ENSIGN ENG. LAND SURV.)
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

NOTE:

1) As of the recording of this plat all Public Utility Easements shown on the Jex Subdivision affecting Lot 1, Lakeview Academy Subdivision are vacated and replaced by those Public Utility Easement shown hereon.

NORTH

HORIZONTAL GRAPHIC SCALE

50 0 25 50 100
(IN FEET)
HORZ: 1 inch = 50 ft.

SURVEY RECORDING DATA

DATE:

DRAWING No.

DEVELOPER
LAKEVIEW ACADEMY
527 WEST 400 NORTH
SARATOGA SPRINGS, UTAH 84045
PHONE: 801.331.6788

SHEET 1 OF 1
PROJECT NUMBER : 5310
MANAGER : PMH
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 11/8/12

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.590.0187

UTILITY APPROVALS

QWEST
ROCKY MOUNTAIN POWER
QUESTAR
COMCAST

FIRE CHIEF APPROVAL

APPROVED THIS 19th DAY OF November A.D. 2012 BY THE FIRE CHIEF.

CITY FIRE CHIEF

PLANNING COMMISSION APPROVAL

APPROVED THIS 13 DAY OF November A.D. 2012 BY THE PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED THIS 13 DAY OF November A.D. 2012 BY THE CITY ENGINEER.

CITY ENGINEER

SARATOGA SPRINGS ATTORNEY

APPROVED THIS 19th DAY OF November A.D. 2012 BY THE CITY ATTORNEY.

SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE

APPROVED THIS ____ DAY OF ____ A.D. ____ BY THE POST OFFICE.

POST OFFICE

SURVEYOR'S CERTIFICATE

I, Patrick M. Harris, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 286882, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as:

LAKEVIEW ACADEMY SUBDIVISION

and that the same has been surveyed and staked on the ground as shown on this plat.

Nov. 8, 2012
DATE

PATRICK M. HARRIS
P.L.S. 286882

BOUNDARY DESCRIPTION

Beginning at a point on the south line of 400 North Street said point being South 89°53'23" West 278.00 feet along the Quarter section line and South 0°01'27" West 28.00 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running;

thence South 0°01'27" West 160.54 feet;
thence North 89°53'23" East 28.00 feet to the east line of Lot 2, Jex Subdivision;
thence South 0°01'27" West 497.35 feet along the east line of said Lot 2, Jex Subdivision;
thence South 89°53'23" West 250.00 feet to the west line of said Lot 2, Jex Subdivision;
thence South 00°01'27" West 398.01 feet along the west line of said Lot 2, Jex Subdivision to the northeast corner of Lot 6, Just 6 Lots Subdivision;
thence West 77.50 feet along the north line to the northeast corner of Lot 5 of said Just 6 Lots Subdivision;
thence South 81°30'22" West 27.09 feet along said north line to an angle point of said Lot 5, Just 6 Lots Subdivision;
thence West 127.21 feet along said north line to the northwest corner of Lot 4 of said Just 6 Lots Subdivision said point also being a point on the east line of Hayley Lane (515 West);
thence North 00°01'26" East 382.94 feet along east line of said Hayley Lane (515 West);
thence Northwesterly 23.57 feet along the arc of a 15.00 foot radius curve to the left (center bears North 89°58'34" West and the chord bears North 44°59'17" West 21.22 feet with a central angle of 90°01'26")along the east line of said Hayley Lane (515 West)to the south line of Natalie Way (290 North);
thence West 40.99 feet along the south line of said Natalie Way (290 North) to a point on the east line of Sunset Haven Plat A Subdivision;
thence North 00°01'27" East 661.40 feet along and beyond the east line of said Sunset Haven Plat A Subdivision to a point on said south line of 400 North Street;
thence North 89°53'23" East 509.50 feet along the south line of said 400 North Street to the point of beginning.

Contains 442,017 square feet 10.147 acres, 1 lot

ENT 101396:2012 Map # 13774
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Nov 19 3:09 pm FEE 31.00 BY CLS
RECORDED FOR SARATOGA SPRINGS CITY

OWNER'S DEDICATION

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

LAKEVIEW ACADEMY SUBDIVISION
A Portion of AMENDING LOT 1 & 2 OF JEX SUBDIVISION

do hereby dedicate for perpetual use of the public and /or City all parcels of land, easements and public amenities shown on this plat as intended for public use. The owner(s) warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintence and operation of the street.

In witness whereof _____ have hereunto set _____ this 13 day of November A.D., 20 12.

By: Tina Smith

By: Tina Smith
Board Chair, Lakeview Academy of Science, Arts & Technology

By: _____

By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of _____)S.S.

On the _____ day of _____ A.D., 20 _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

ACKNOWLEDGMENT (CORPORATE)

STATE OF UTAH
COUNTY OF Utah) S.S.

ON THE 13 DAY OF Nov. A.D. 20 12 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Utah IN SAID STATE OF UTAH, WHO BEING DULY SWORN, DID SAY TO ME THAT She IS THE Board Chair OF Lakeview Academy of Science, Arts & Technology THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS; AND SAID PERSON DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Tina Smith

MY COMMISSION EXPIRES: 3/14/15

NOTARY PUBLIC

RESIDING IN Utah COUNTY

NOTARY PUBLIC
BECKI MENLOVE
Commission No. 600
Commission Expires
MAY 14, 2015
STATE OF UTAH

ACCEPTANCE BY LEGISLATIVE BODY

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

THIS 19 DAY OF November A.D. 20 12

MAYOR

ATTEST: CLERK-RECORDER (SEE SEAL BELOW)

LAKEVIEW ACADEMY SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR STATE OF UTAH PATRICK M. HARRIS No. 286882 11-8-12		11-13-12 7870724 JEREMY D. LAPIN REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH	CITY OF SARATOGA SPRINGS CORPORATE SEAL

SEC. 22-5-1W TW-089
PT LOT 1 & 2 JEX "11")

ODYSSEY
PARTNERS

Lakeview Academy Subdivision:
Boundary Description

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Thence South 00°01'27" West 160.54 feet;
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Thence North 89°53'23" East 509.50 feet along the south line of said 400 North Street to the point of beginning.

Contains 442,017 square feet; 10.147 acres; 1 lot

Exhibit 3

SARATOGA SPRINGS PLANNING

APPLICATION REVIEW CHECKLIST

Updated 8.2.24

Application Information

Date Received:	8/20/2024
Date of Review:	**8/23/2024**
Project Name:	Lakeview Academy Rezone
Project Request / Type:	Rezone
Meeting Type:	N/A
Applicant:	Brent Pace, Odyssey Partners
Owner:	Lakeview Academy
Location:	527 W 400 N
Major Street Access:	Redwood Road
Parcel Number(s) and size:	45:511:0001 (9.91 acres)
Land Use Designation:	Institutional
Parcel Zoning:	Agricultural
Adjacent Zoning:	R1-10
Current Use:	School, Charter
Adjacent Uses:	Residential
Previous Meetings:	Meetings
Previous Approvals:	Plat – November 19, 2012 Site Plan – April 11, 2006 Various Site Plan Amendments – August 2006, November 2012, July 2018
Type of Action:	**Legislative**
Land Use Authority:	City Council
Future Routing:	N/A
Planner:	David Jellen, Planner II

Section 19.13 – Application Submittal

- Application Complete: Yes
- Rezone Required: N/A
- General Plan Amendment required: No
- Additional Related Application(s) required: N/A

Section 19.13.04 – Process

- DRC: August 27th, 2024
- Neighborhood Meeting: A neighborhood meeting will be required for this project prior to City Council.
- PC: TBD

- CC: TBD

General Review

Building Department
- N/A

Fire Department
- N/A

GIS / Addressing
- N/A

Additional Recommendations:
- None

Code Review

- 19.04, Land Use Zones
  - Zone: Agricultural (IC requested)
  - Use: Charter School

19.04.01 Requirements		Institutional/Civic	
Category To Be Reviewed	**Regulation**	**Comliance**	**Findings**
Development Size (Minimum)	N/A	**N/A**	
Lot Size (Minimum)	20,000 sq. ft.	**Complies**	*Lot is 9.91 acres*
Front/Corner Side Setback (Minimum)	25'	**Shall Comply**	*TBD with site plan*
Interior Side Setback (Minimum)	25'	**Shall Comply**	*TBD with site plan*
Rear Setback (Minimum)	25'	**Shall Comply**	*TBD with site plan*
Building Separation (Minimum)	20'	**N/A**	
Lot Width (Minimum)	80'	**Complies**	*Lot width is greater than 80'*
Lot Frontage (Minimum)	80'	**Complies**	*Lot frontage is greater than 80'*
Building Height (Maximum)	50'	**Shall Comply**	*TBD with site plan*
Lot coverage (Maximum)	50%	**Shall Comply**	*TBD with site plan*
Building Size (Minimum)	N/A	**N/A**	
Building Size (Maximum)	N/A	**N/A**	

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	**Complies.**	*Lot is not located within the floodplain*
Water & Sewage: Each lot shall be connected to City water and sewer.	**Complies.**	*Lot is connected to water and sewer*
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	**N/A.**	
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	**Complies.**	*Lot abuts a dedicated public street*
19.05.16. Special Standards and Considerations Governing Particular Uses. ***See Code for details***		
Automobile refueling stations and car wash operations.	**N/A.**	
Automobile Repair, Minor:	**N/A.**	
Car Wash (full service).	**N/A.**	
Hotels.	**N/A.**	
Kennel, Private.	**N/A.**	
Storage, Self-Storage, or Mini-Storage Units.	**N/A.**	
Vehicle Storage.	**N/A.**	
Public and Private Utility Building or Facility and Public Building Sites.	**N/A.**	
Bars.	**N/A.**	
19.06 Landscaping and Fencing		
Landscape Plans		
Regulation	**Compliance**	**Findings**
Landscape Architect: Landscaped plans shall be prepared by a licensed landscape architect.	**N/A.**	*Not regulated per State Code*
Existing Conditions: Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	**N/A.**	*Not regulated per State Code*
Planting Plan: Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	**N/A.**	*Not regulated per State Code*
Plants: The name (both botanical and common name), quantity, and size of all proposed plants.	**N/A.**	*Not regulated per State Code*
Topography: Existing and proposed grading of the site indicating contours at two-foot intervals.	**N/A.**	*Not regulated per State Code*
Irrigation: Irrigation plans showing the system layout and details.	**N/A.**	*Not regulated per State Code*
Fencing: Location, style, and details for proposed and existing fences and identification of the fencing materials.	**N/A.**	*Not regulated per State Code*
Data Table: Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	**N/A.**	*Not regulated per State Code*
Completion of Landscape Improvements: All required landscaping improvements shall be completed in accordance with the approved site plan, subdivision plat, landscape plan, irrigation plan, or other approval and shall be bonded for in accordance with Section 19.12.05.	**N/A.**	*Not regulated per State Code*
Planting Standards		

Deciduous Trees: Minimum 2" in caliper.	**N/A.**	*Not regulated per State Code*
Evergreen Trees: Minimum 6' in height.	**N/A.**	*Not regulated per State Code*
Tree Base Clearance: 3’ diameter around every tree must be kept clear of turf and rock mulch. In parking lot islands and other narrow strips where turf two feet or less in width would otherwise occur, this clear area may be reduced to 2’.	**N/A.**	*Not regulated per State Code*
Shrubs: 25% of required shrubs must be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size.	**N/A.**	*Not regulated per State Code*
Turf: No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	**N/A.**	*Not regulated per State Code*
Artificial Turf : Shall require a building permit shall meet the following requirements with documentation provided by home owner or contractor: i. Artificial turf shall have a minimum eight-year “no-fade” warranty; ii. Multi-color blend needed to mimic real grass iii. Must be installed according to manufacturer’s instructions; iv. Minimum pile height shall be 1.5 inches, minimum face/pile weight shall be at least 50 oz. per square yard, and water permeability shall be at least 19 inches per hour; v. Landscape plan shall provide for a minimum of 25 percent live vegetation coverage to comply with residential front and/or street side yard landscape standards; vi. Landscaping shall maintain a five-foot diameter around trees free from roc, debris, or artificial turf; vii. Rubber or inorganic infill is prohibited while organic infill is permitted; viii. The term “artificial turf” shall not be construed to include artificial trees, shrubs or bushes; and ix. Storm water runoff shall be maintained on-site.	**N/A.**	*Not regulated per State Code*
Drought Tolerant Plants: 50% of all trees and shrubs shall be drought tolerant.	**N/A.**	*Not regulated per State Code*
Rock Mulch: Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	**N/A.**	*Not regulated per State Code*
Design Requirements		
Evergreens: Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	**N/A.**	*Not regulated per State Code*
Softening of Walls and Fences: Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	**N/A.**	*Not regulated per State Code*
Planting and Shrub Beds: Planting and shrub beds are encouraged to be used in order to conserve water.	**N/A.**	*Not regulated per State Code*
Water Conservation: Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	**N/A.**	*Not regulated per State Code*
Energy Conservation: Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	**N/A.**	*Not regulated per State Code*
Placement: Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	**N/A.**	*Not regulated per State Code*

Trees and Power Poles: No trees shall be planted directly under or within 10' of power lines, poles, or utility structures unless: a. The Land Use Authority gives its approval. b. The Power Company or owner of the power line gives written consent. c. The maximum height or width at maturity of the tree species planted is less than 5' to any pole, line, or structure.	**N/A.**	*Not regulated per State Code*
Preservation of Existing Vegetation		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	**N/A.**	*Not regulated per State Code*
Tree Preservation: Existing mature evergreen trees of 16' in height or greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	**N/A.**	*Not regulated per State Code*
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	**N/A.**	*Not regulated per State Code*
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	**N/A.**	*Not regulated per State Code*
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	**N/A.**	*Not regulated per State Code*
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	**N/A.**	*Not regulated per State Code*
Planter Beds		
Weed Barrier: A high quality weed barrier or pre-emergent shall be used.	**N/A.**	*Not regulated per State Code*
Materials: High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	**N/A.**	*Not regulated per State Code*
Edging: Concrete edging must be used to separate planter and turf areas in all non-residential zones.	**N/A.**	*Not regulated per State Code*
Drip Lines: Drip lines must be used in planter beds.	**N/A.**	*Not regulated per State Code*
Fencing and Screening		
Front Yards: Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	**N/A.**	*Not regulated per State Code*
Clear Sight Triangle: All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised and comply with AASHTO Standards.	**N/A.**	*Not regulated per State Code*
Street side yards: fencing in street side yards adjacent to a driveway shall not exceed three feet for a distance of fifteen feet back from the intersection of driveway and sidewalk, or driveway and property line where no sidewalk exists as shown in the drawing below. Fencing shall also comply with all other clear sight triangle requirements as stated in 19.06.	**N/A.**	*Not regulated per State Code*
Retaining walls: for construction of all retaining walls four feet or taller in height, a building permit must be obtained. Prior to construction of retaining walls, Chapter 18 of the City Code shall be consulted to determine if a grading permit is also required. Where there is a difference in elevation on opposite sides of the fence, the height of the fence shall be measured from the highest elevation. **Retaining walls shall follow all applicable regulations outlined in Chapter 19.10 of the City Code, regardless of slope.**	**N/A.**	*Not regulated per State Code*

Height: Approval of fences over six feet in height will be determined on a case-by-case basis by the City Council for all new developments if fencing is proposed during the subdivision review process, or by the Planning Director for all developments that have received final approval; however, in no case will a fence be allowed to exceed eight feet in height. The following criteria shall be applied in making this determination: a. compatibility with fences of surrounding uses; b. quality of proposed materials; c. aesthetics of proposed materials; d. requirements of applicable development agreements; e. intensity of existing surrounding uses; and f. applicable conditions of approval.	**N/A.**	*Not regulated per State Code*
Prohibited fencing: a. No barbed wire, chain link, razor, or wire (agricultural, electric, chicken wire, mesh wire, hog fencing, etc.) fences shall be allowed. This does not apply to chain link or wire fences if the fence: (1) is not being used to delineate lot boundaries; and (2) is being used for Agricultural uses or otherwise for the keeping of animals; and (3) does not occupy more than 50% of any residential yard; or (4) is for back stops, sports fields, or sport court fencing within a public or private park. b. No fencing that parallels existing fencing shall be permitted within an existing fenced yard. Exceptions: interior fencing to enclose chickens, bees, or other livestock as otherwise specifically permitted under this Code, and any fencing of three feet or less in height within an existing fenced yard.	**N/A.**	*Not regulated per State Code*
Double frontages: where lots have frontages onto more than one street, that area designated by the property owner as the rear yard may have a solid or view obstructing fence, wall, or hedge not exceeding six feet in height. Where the double frontage lot is also a corner lot (three frontages), clear sight across corner property shall be required and enforced. See Section 19.06.11, Clear Sight Triangles.	**N/A.**	*Not regulated per State Code*
Non-residential and Multi-family: fencing and other screening materials for multifamily, residential, commercial, or industrial projects must receive approval by the Land Use Authority through the Site Plan review process. See Chapter 19.13 for Site Plan review requirements. In addition, the following criteria shall be applied: a. compatibility with fences of surrounding uses; b. quality of proposed materials; c. aesthetics of proposed materials; d. requirements of applicable development agreements; e. intensity of existing surrounding uses; and f. applicable conditions of approval.	**N/A.**	*Not regulated per State Code*
Required Residential Fencing: Fencing in residential development shall be placed along property lines abutting open space, parks, canals, and trails. In addition, fencing may also be required adjacent to undeveloped properties.	**N/A.**	*Not regulated per State Code*
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	**N/A.**	*Not regulated per State Code*
Fencing along arterial roads shall be of a consistent material and color within each development.	**N/A.**	*Not regulated per State Code*

Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	**N/A.**	*Not regulated per State Code*
Screening at Boundaries of Residential Zones: For residential developments, abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	**N/A.**	*Not regulated per State Code*
Amount of Required Landscaping		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be required to be landscaped per the definition of Landscaping in Section 19.02 in all land use zones.	**N/A.**	*Not regulated per State Code*
Multi-family, common space not including parks and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	**N/A.**	*Not regulated per State Code*
At least 50% of the landscaped area shall be covered with live vegetation at maturity, including shrubs, grasses, flowers, tree and shrub canopies and other live vegetation. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	**N/A.**	*Not regulated per State Code*

19.09 Off Street Parking		
General Provisions		
Regulation	**Compliance**	**Findings**
Materials: Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	**Shall Comply**	*TBD with site plan*
Parking Area Access: Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	**Shall Comply**	*TBD with site plan*
Sidewalk Crossing: All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	**Shall Comply**	*TBD with site plan*
Cross Access: Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	**Shall Comply**	*TBD with site plan*
Lighting: Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	**N/A.**	*Not regulated per State Code*
Location of Parking Areas: Required off-street parking areas for non-residential uses shall be placed walking path of travel distance to the nearest customer entrance from the correlating non-residential use and individual tenant space as outlined in the table below. Unenclosed parking for residential areas shall not be provided in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing.	**Shall Comply**	*TBD with site plan*

<table><tr><th>Size of Non-Residential Use and Individual Tenant Space</th><th>Walking Path of Travel Distance to the Nearest Customer Entrances</th></tr><tr><td>Up to 1,500 square feet</td><td>150’</td></tr><tr><td>1,501 to 5,000 square feet</td><td>200’</td></tr><tr><td>5,001 to 10,000 square feet</td><td>250’</td></tr><tr><td>10,001 to 25,000 square feet</td><td>300’</td></tr><tr><td>25,001 to 50,000 square feet</td><td>350’</td></tr><tr><td>50,001 to 75,000 square feet</td><td>400’</td></tr><tr><td>75,001 to 100,000 square feet</td><td>450’</td></tr><tr><td>100,001 to 125,000 square feet</td><td>500’</td></tr><tr><td>Over 125,000 square feet</td><td>600’</td></tr></table> **Exception:** To promote walkability, Mixed Use and Mixed Waterfront zones, and the Town Center Overlay (identified in the General Plan), shall be allowed to place parking garages and parking lots on the edge of shopping areas. i. The walking path travel distance from a business’ main entrance shall not apply to these areas.		
Curb Cuts and Shared Parking: In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other facilities that will result in a safer, more efficient parking and circulation pattern.	**Shall Comply**	*TBD with site plan*
Parking plans shall show the following: the required number of stalls and aisles scaled to the correct dimensions; the correct number of ADA accessible parking spaces; storm water drainage capabilities; lighting; landscaping and irrigation; and pedestrian walkways.	**Shall Comply**	*TBD with site plan*
Provide accessible parking as required by Americans with Disabilities Act, see https://www.ada.gov/topics/parking/ https://adata.org/factsheet/parking	**Shall Comply**	*TBD with site plan*
Certain types of medical facilities need more accessible stalls, see link.	**Shall Comply**	*TBD with site plan*
Accessible stalls shall be as close to the primary entrance as possible.	**Shall Comply**	*TBD with site plan*
Parking Requirements and Shared Parking		
Available on-street parking shall not be counted towards meeting the required parking stalls.	**Shall Comply**	*TBD with site plan*
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	**N/A.**	
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	**N/A.**	
When a development contains multiple uses, more than one parking requirement may be applied.	**N/A.**	
Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.	**N/A.**	
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	**Shall Comply**	*TBD with site plan*
Where no comparative land use standard for parking is found in Section 19.09.10, Required Minimum Parking, the Land Use Authority for the	**Shall Comply**	*TBD with site plan*

related development shall determine an appropriate requirement using the following criteria: (see code)		
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	**Shall Comply**	*TBD with site plan*
Parking Deviations. Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: 1. the intensity of the proposed use; 2. times of operation and use; 3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; 4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; 5. the number of employees; 6. the number of customers and patrons; 7. trip generation; and 8. peak demands.	**N/A.**	
Shared Parking. Up to 25% of required parking may be shared with an adjacent use upon approval by the Land Use Authority. The developer must provide: a. an agreement granting shared parking or mutual access to the entire parking lot; and b. b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.	**N/A.**	
Guest Parking. Two-Family dwellings, Three-Family dwellings, Multi-Family dwellings, and dwellings above commercial. a. Guest parking shall be provided at a ratio of 0.25 stalls per unit. i. When a rear-load product is allowed in a village plan or neighborhood plan, and is accessed with aprons rather than driveways, guest parking shall be provided at a ratio of one stall per unit. b. Driveways shall not count towards the guest parking requirement. c. Guest parking shall be located within two-hundred feet of the dwelling unit.	**N/A.**	
Pedestrian Walkways and Accesses. Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.	**Shall Comply**	*TBD with site plan*
Landscaping in Parking Areas		
All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize	**N/A.**	*Not regulated per State Code*

intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30’ between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.		
All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6” higher than the parking surface.	**N/A.**	*Not regulated per State Code*
Clear Sight Triangles must be followed.	**N/A.**	*Not regulated per State Code*
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	**N/A.**	*Not regulated per State Code*
On doubled rows of parking stalls, there shall be one 36’ x 9’ landscaped island on each end of the parking rows, plus one 36’ x 9’ landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	**N/A.**	*Not regulated per State Code*
On single rows of parking or where parking abuts a sidewalk, there shall be one 18’ x 9’ foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6’ from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9’ of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.	**N/A.**	*Not regulated per State Code*
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	**N/A.**	*Not regulated per State Code*
Required Minimum Parking		
See table in 19.09	**Shall Comply**	*TBD with site plan*
Drive-thru Requirements		
Each stacking space shall accommodate one vehicle and be no less than 20 feet in length from the point of service.	**N/A.**	
All drive-thru facilities must provide at a minimum 3 stacking spaces (60’) per lane (up to 3 stacking spaces may count towards required parking).	**N/A.**	
Bank or financial institution (including ATMs): minimum of 3 stacking spaces per lane. Food or beverage establishment: minimum of 5 stacking spaces.	**N/A.**	
Entrances and exits of drive-thru lanes shall be clearly marked to designate the direction of traffic flow.	**N/A.**	
A Final Traffic report shall be provided and approved to demonstrate how all queuing shall be contained within the property, business, or use and not affect the surrounding roads. Stacking shall be designed so that	**N/A.**	

it does not have the potential to overflow onto the street or adjacent property, business, or use.		
Landscaping: A three foot (3') wide raised median or planter between the drive-thru aisle and the parking area shall be provided.	**N/A.**	
All drive-thru lanes adjacent to public streets shall have landscaped strips of not less than ten feet in width placed between the sidewalk and the drive-thru lanes that contain a berm, hedge, or screen wall with a minimum height of three feet to minimize intrusion of lighting from headlights and other lighting from surrounding properties.	**N/A.**	

19.11 Lighting		
General Standards		
Regulation	**Compliance**	**Findings**
Material: All Lighting Fixtures and assemblies shall be metal.	**N/A.**	*Not regulated per State Code*
Base: All lighting poles shall have a 16" decorative base.	**N/A.**	*Not regulated per State Code*
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	**N/A.**	*Not regulated per State Code*
Angle: Shall be directed downward.	**N/A.**	*Not regulated per State Code*
Lamp: Bulbs may not exceed 4000k.	**N/A.**	*Not regulated per State Code*
Drawings: Design and location of fixtures shall be specified on the plans.	**N/A.**	*Not regulated per State Code*
Flags: The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	**N/A.**	*Not regulated per State Code*
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	**N/A.**	*Not regulated per State Code*
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**N/A.**	*Not regulated per State Code*
Nonresidential Lighting		
All wall-mounted fixtures shall not be mounted above 16'. The exception shall be those instances where there is a second story access directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	**N/A.**	*Not regulated per State Code*
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed 10 minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	**N/A.**	*Not regulated per State Code*
All trespass lighting shall not exceed 1.0 foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 0.1 foot-candles measured at the property line.	**N/A.**	*Not regulated per State Code*
Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	**N/A.**	*Not regulated per State Code*
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	**N/A.**	*Not regulated per State Code*
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell	**N/A.**	*Not regulated per State Code*

shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.		
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	**N/A.**	*Not regulated per State Code*
All lighting fixtures in surface parking lots and on the top decks of parking structures shall be fitted to render them full cutoff.	**N/A.**	*Not regulated per State Code*
One hour after closing or by 11:00 pm, whichever is earlier, businesses must turn off at least 50% of building lighting and lighting fixtures in surface parking lots and on top decks of parking structures; however, those lighting fixtures turned off may be set to function utilizing a motion detector system. Lights may be turned back on one half hour prior to the first employee shift.	**N/A.**	*Not regulated per State Code*
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00 pm and must keep them off until one half hour before sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.	**N/A.**	*Not regulated per State Code*
Walkway Lighting		
Lighting of all pedestrian pathways is recommended.	**N/A.**	*Not regulated per State Code*
All pathway, walkway, and sidewalk lighting fixtures shall be mounted at a height not to exceed 10'. i. Themed walkway lighting within Regional Parks shall not exceed a height of 25'. Such lighting within 200' of residential development shall not exceed 16'.	**N/A.**	*Not regulated per State Code*
Bollard lighting shall be limited to a height of 4'.	**N/A.**	*Not regulated per State Code*
Lighting Plan		
Plans indicating the location and types of illuminating devices on the premises.	**N/A.**	*Not regulated per State Code*
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**N/A.**	*Not regulated per State Code*
Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	**N/A.**	*Not regulated per State Code*

19.12 Subdivision		
Subdivision Layout		
Layout: The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	**Shall Comply**	*TBD with site plan*
Trails Master Plan: Shows required trails	**Shall Comply**	*TBD with site plan*
Block Length: The maximum length of blocks shall be 1,000'. In blocks over 800' in length, a dedicated public walkway through the block at approximately the center of the block will be required.	**Shall Comply**	*TBD with site plan*
Such a walkway shall not be less than 15' in width unless otherwise approved by the City in accordance with other applicable standards approved by the City Council.	**Shall Comply**	*TBD with site plan*
Connectivity: The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	**Shall Comply**	*TBD with site plan*
Mailboxes: Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout	**N/A.**	

is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.		
Private Roads: Private roads may be constructed as approved as part of the Preliminary Plat approval and so long as such roads meet the same standards identified in the Saratoga Springs Standard Street Improvement Details.	**N/A.**	
Access: Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways shall not be placed on the intersecting road within 100' of the arterial connection.	**Shall Comply**	*TBD with site plan*
Two separate means of vehicular access onto a collector or arterial road shall be required to be constructed to City road standards when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed thirty. **Exception:** Where no point of second access is available within 500' and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.	**Shall Comply**	*TBD with site plan*
Where two means of access are required, the points of access shall be placed a minimum of 500' apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way. The City Fire Chief may require a greater distance than 500 feet if: 1. an essential link exists between a legitimate governmental interest and the requirement; and 2. the requirement is roughly proportionate, both in nature and extent, to the impact of the proposed development.	**Shall Comply**	*TBD with site plan*
Driveway and Driveway Approaches: **Construction:** single driveways in the A, RA, and RR zones that are constructed of road base or gravel shall include a concrete apron at the entrance to the garage and at the intersection with the street, each a minimum of five feet in depth. Single driveways in all other zones, and shared driveways in all zones, shall be constructed of concrete or asphalt.	**Shall Comply**	*TBD with site plan*
Shared Driveways: Shared driveways shall be a minimum of 26' in width and shall direct all runoff to a public or private drainage system. All dwellings on shared driveways shall provide enclosed garages or other covered parking. Shared driveways accessing more than four dwellings shall also provide a minimum of 25' of parking space between the garage and shared driveway. Shared driveways with four or fewer dwellings, if not providing a minimum of 20' of parking space, shall install a remote garage door opener prior to issuance of Certificate of Occupancy. All requirements of the Fire Code shall also be met.	**N/A.**	
1. Shared Driveways may be used for clustered single-family lots. a. When there are more than two units sharing a driveway, the maximum length shall be 150 feet. b. The maximum amount of units accessing a shared driveway shall be six. 2. Shared driveways may be used for two-family, three-family, and multi-family units. a. The maximum length shall be 150 feet. b. The maximum amount of units accessing a shared driveway shall be ten. 3. Number of Driveway Approaches: Only one driveway approach is allowed per property frontage. A circular driveway is considered one	**N/A.**	

driveway approach if installed in accordance with the provisions of this section. a. Corner lots may have one driveway approach per street frontage. b. Circular driveways must have at least 15' between the two closest edges of the driveway approach at the property line and meet all other conditions of this code. 4. Driveway Approach widths: Residential driveway aprons shall not exceed 30 feet in width, except as follows. a. Driveway aprons may be increased up to 45-ft in width if the home has a 3 car garage and/or parking pad and the combined width of all drive approaches on a single frontage does not consume more than 60% of the total property frontage and all other conditions of the section are met.		
iii. Driveway Widths: 1. Driveways shall be a minimum of twenty feet deep and eight feet wide for a single-wide driveway and sixteen feet wide for a double-wide driveway. 2. Rear-load alley product, as approved as part of a Community Plan, Village Plan, or Neighborhood Plan, may have an apron in lieu of a driveway approach for access to the garage from the alley. The apron shall be a minimum of five feet deep and shall not count towards required parking.	**N/A.**	
iv. Driveway Approach Locations: Driveway approaches shall be a minimum of 5' from any property line where water meters are located, except for corner lots as specified below. 1. For corner lots, or where the vehicular access into a subdivision intersects a collector or arterial road as defined in the Transportation Master Plan, the minimum driveway approach distance, as measured from the edge of the right of way to the nearest edge or driveway surface shall be as follows: Local = 15 feet; Collector = 40 feet, Arterials = 100 feet. 2. Residential lots or parcels shall not be allowed to have access ways onto arterial roads such as Redwood Road, Crossroads Boulevard, Pioneer Crossing, and Pony Express. Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150 feet from the arterial roadway. Approval by UDOT may be required.	**N/A.**	
v. The City may reject any permit or proposal for a driveway approach where staff has determined the proposed location would be dangerous or where it conflicts with any permanent improvements, existing or master planned utilities, or waterways.	**N/A.**	
Lot Design		
All subdivisions shall result in the creation of lots that are developable and capable of being built upon. A subdivision shall not create lots that would make improvement impractical due to size, shape, steepness of terrain, location of watercourses, sanitary sewer problems, driveway grades, or other physical constraints and considerations.	**N/A.**	
All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.	**N/A.**	
Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria:	**N/A.**	

i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots; ii. For subdivisions with 50 or less lots: no more than 7.5% (rounding down) of the total lots are allowed to be flag lots; and iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.		
Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way. In no case may land dedicated for public roads and rights-of-way be included in the area calculation of any lots, except for non-conforming lots.	**N/A.**	
Side property lines shall be at approximately right angles to the street line or radial to the street line.	**N/A.**	
Corner lots for residential use shall be 10% larger than the required minimum lot.	**N/A.**	
No lot shall be created that is divided by a municipal or county boundary line.	**N/A.**	
Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the Land Use Authority.	**N/A.**	
Double access lots are not permitted with the exception of corner lots.	**N/A.**	
Driveways for residential lots or parcels shall not be allowed to have access on major arterials. **Exception:** Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150' from the arterial roadway. Approval by UDOT may be required.	**N/A.**	
All subdivisions along arterial roadways shall conform to the City's requirements and adopted street cross-section including pedestrian walkways, park strips, landscaping, and fencing.	**N/A.**	
Street Connectivity		
Connectivity Standards. All new subdivisions shall provide connectivity with adjacent developed and undeveloped properties and with adjacent open space, amenities, parks, and natural areas. All new subdivisions are required to: Extend streets, sidewalks, and trails at least once in each direction to adjacent properties; and	**Shall Comply**	*TBD with site plan*
Connect to all existing vehicular and pedestrian access points on adjacent developed properties; and	**Shall Comply**	*TBD with site plan*
Install and connect public trails into all adjacent public open space, parks, and trails, which includes but is not limited to connections to trail corridors with public access easements; and	**Shall Comply**	*TBD with site plan*
Stub public streets at least every 1,000 feet into all adjacent sides of undeveloped properties; and	**Shall Comply**	*TBD with site plan*
Connect or stub into all adjacent master-planned rights-of-way, sidewalks, trails, and public transportation stops, stations, and facilities.	**Shall Comply**	*TBD with site plan*
Exceptions: Connectivity Standards may be reduced by the Land Use Authority for Preliminary Plats, Final Plats, or Site Plans, as applicable, if the applicant provides clear and convincing evidence that it is impracticable to achieve due to the following: a. Right-of-way, intersection, or access spacing cannot meet the Standard Technical Specifications and Drawings for City of Saratoga Springs; or	**Shall Comply**	*TBD with site plan*

ii. The property is adjacent to the Jordan River, Utah Lake, delineated wetlands, slopes exceeding 30%, drainage channels, natural features, open space, or waterways that do not allow for a crossing or an access; or	**Shall Comply**	*TBD with site plan*
iii. The property is adjacent to fully developed property that does not have any vehicular or pedestrian access points.	**Shall Comply**	*TBD with site plan*
iv. Exceptions shall be construed narrowly by the Land Use Authority.	**Shall Comply**	*TBD with site plan*
v. These exceptions shall not apply to trail connections.	**Shall Comply**	*TBD with site plan*
Arrangement of Streets. The arrangement of streets in new developments shall make provision for the continuation of the existing streets in adjoining areas (or their proper projection where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width per the City's Standard Technical Specifications and Drawings). Exceptions below shall be construed narrowly and only granted if the developer provides clear and convincing evidence to the Land Use Authority that the exception is met.	**N/A.**	
In order to develop a public street grid throughout the City, public right-of-way connections through and between developments shall be made at a minimum of every 1000 feet and in a manner that will provide safe and convenient access to existing or planned arterial/collector streets, schools, public parks, public trails, private parks or trails with public access easements, employment centers, commercial areas, or similar neighborhood activity centers. The connections may be completed over time in phases as part of a circulation plan. This requirement does not apply to commercial development; however, all streets and trails on the Transportation Master Plan and Parks, Recreation, Trails, and Open Space Master Plan shall be included and shall be public streets.	**N/A.**	
A public street connection shall be provided to any existing or approved public street right-of-way stub abutting the development, unless it is demonstrated that a connection cannot be made because of the existence of one of the following conditions: i. Physical conditions that preclude development of a public street meeting the City's Standard Technical Specifications and Drawings. Such conditions may include, but are not limited to, topography, natural resource areas, such as wetlands, ponds, streams, channels, rivers or lakes, or slopes exceeding 30%.	**N/A.**	
ii. Buildings or other existing development on adjacent lands, including previously subdivided but vacant lots or parcels, which obstruct a connection now and in the future.	**N/A.**	
Circulation Plan. A circulation plan shall be provided as part of a preliminary subdivision plat or site plan application.	**Shall Comply**	*TBD with site plan*
The circulation plan shall include connections to adjacent parcels and shall address street, sidewalk, and trail connectivity and shall include facilities shown on the City's adopted Master Plans.	**Shall Comply**	*TBD with site plan*
The circulation plan shall show the connectivity, block length dimensions, cul-de-sac length dimensions, bike and pedestrian trails, and any proposed traffic calming features.	**Shall Comply**	*TBD with site plan*
The circulation plan shall include proposed connections to and across adjacent properties.	**Shall Comply**	*TBD with site plan*

19.13 Process	
Regulation	**Findings**
Neighborhood Meeting. Required?	*Yes – required prior to City Council*
Notice/Land Use Authority.	*City Council*
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	*N/A*
Phasing Improvements.	*N/A*
Payment of Lieu of Open Space.	*N/A*
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.
Burial of Overhead Utility Lines	See Section 19.13.10

19.14 Site Plan Review		
Regulation	**Compliance**	**Findings**
Approval Required: Site Plan approval shall be required for all developments which contain the following uses, together with any others for which it is required elsewhere in these Ordinances: 1. Any industrial use; 2. Any commercial use; 3. Any institutional use; 4. Two-Family Structures and Three-Family Structures; and 5. A multi-family residential development.	**Shall Comply**	*TBD with site plan*
Site Plan Standards: The entire parcel area shall be built upon, landscaped, or paved in accordance with the zone's open space and parking requirements.	**Shall Comply**	*TBD with site plan*
Utilities: All utility lines shall be underground in designated easements. No pipe, conduit, cable, water line, gas, sewage, drainage, steam, electrical, or any other energy or service shall be installed or maintained upon any lot outside of any building above the surface of the ground except during construction. a. Transformers shall be grouped with other utility meters where possible and screened with vegetation or fencing. b. Each contractor and owner or developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. c. Prior to construction, contact must be made with Blue Stakes and any other utility company, public or private, not participating in Blue Stakes in the area to identify underground utility lines. d. Exception: electric power transmission lines of 46kV or above are not required to be placed underground.	**Shall Comply**	*TBD with site plan*

Grading and Drainage: Drainage from any lot must follow current City requirements to show on site retention and a maximum allowable discharge of 0.2 cubic feet per second (cfs) per acre. Drainage shall not be allowed to flow upon adjoining lots unless the owner of the lot upon which the water flows has granted an easement for such purpose. The Planning Commission must approve a Site Plan with grading, drainage, and clearing plans before any such activities may begin. Lot grading shall be kept to a minimum. Roads and development shall be designed for preservation of natural grade except as otherwise approved by the City Engineer based on standards and specifications.	**Shall Comply**	*TBD with site plan*
Secondary Water System and Dedication of Water Shares: The applicant shall comply with the City's adopted Water Utility Ordinance and other adopted standards, regulations, and ordinances and shall dedicate to the City the amount of water specified in those adopted standards, regulations, and ordinances upon approval of the Site Plan.	**Shall Comply**	*TBD with site plan*
Piping of Irrigation Ditches: All existing irrigation canals and ditches which are located on the site or straddle a site property line shall be piped with a sufficient size pipe and shall be approved by the City Engineer.	**Shall Comply**	*TBD with site plan*
Preliminary Plat With Attached Units: When the proposed Site Plan includes attached units, the Site Plan submittal shall include a preliminary subdivision plat. Said plat shall include an ALTA survey of the property recorded with the Utah County Surveyor pursuant to the Utah Code, the proposed building locations, proposed floor plans and proposed elevations identifying each building in the development. Approval of the proposed Site Plan may occur simultaneously with the approval of the proposed preliminary plat.	**Shall Comply**	*TBD with site plan*
Nuisances: All commercial uses shall be free from objectionable odors, noises, hazards, or other nuisances.	**Shall Comply**	*TBD with site plan*
Residential Conversions: No existing residential dwelling or residential lot in any commercial or residential zone may be used or converted into a commercial use unless all of the standards set forth herein are met, including parking regulations, setbacks, landscaping, and architectural design.	**Shall Comply**	*TBD with site plan*
Ownership Affidavit: A statement of ownership and control of the subject property and a statement describing the nature of the intended use.	**Shall Comply**	*TBD with site plan*
Vicinity Map: A general location map indicating the approximate location of the subject parcel.	**Shall Comply**	*TBD with site plan*
Context plan: A context plan shall include the existing features within 200 feet of the proposed Site Plan property line. Existing features include, but are not limited to, buildings, ingress and egress points, landscaping areas, pedestrian paths, and property names.	**Shall Comply**	*TBD with site plan*
Site Analysis: A site analysis is a plan view drawing demonstrating land constraints and existing features. Existing features may consist of the presence of boulders, existing man-made features, significant trees, canals or ditches, access points or public rights-of-way, and existing conditions within 200 feet of the property line.	**Shall Comply**	*TBD with site plan*
Survey: A survey prepared and stamped by a Utah registered land surveyor listing the metes and bounds legal description and the gross acreage within the subject parcel.	**Shall Comply**	*TBD with site plan*
Compliance statement: A statement indicating how the proposed development complies with the City's adopted Land Use Element of the General Plan.	**Shall Comply**	*TBD with site plan*
Final Construction Drawings containing, at a minimum, all items specified in the City's "Standard Technical Specification and	**Shall Comply**	*TBD with site plan*

Drawings" manual. Applicant shall provide three full-size 24" x 36" copies and five 11 x 17 inch reductions as required on the application form, along with digital copies as outlined below. Additional copies may be required prior to adding the application to the Planning Commission agenda. Final Construction Drawings for a Site Plan is hereby required and shall be prepared and stamped by licensed or certified professionals including architects, landscape architects, land planners, engineers, surveyors, transportation engineers, or other professionals deemed necessary by the Planning Director. The City may require plans prepared by any or all of the above-noted professionals. A Site Plan application shall also contain the following : i. locations, dimensions, floor plans, uses and heights of all proposed buildings and structures, including overhangs, porches, stairwells, and balconies, and the locations of all structures on adjoining properties; ii. access points, provisions for vehicular and pedestrian circulation on and off site, interconnection to adjacent sites, dimensions of such access and circulation, and pedestrian paths within 200 feet of the property boundary; iii. acceleration and deceleration lanes, and dimensions thereof, if required; iv. off-street parking and loading areas complying with the City's off-street parking requirements contained in Chapter 19.09 of this Title; v. proposed outdoor display areas; vi. screening and buffering provisions, including types and heights of existing and proposed buffering and fencing elements; vii. location and treatment of refuse collection areas, storage areas, mechanical equipment, and external structures; viii. location, type, and size of all business and on-site circulation signage; ix. tabulation of square footage devoted to various land uses, ground coverage by structures, and other impervious surfaces; x. type of construction of all structures, presence or absence of fire sprinkling, and location of existing and proposed fire hydrants; xi. Established Grade of building area.		
Final Hydraulic and Hydrological storm drainage report and calculations. location of all existing and proposed secondary irrigation systems, both on site and on adjacent properties, including ditches, pipes, and culverts;	**Shall Comply**	*TBD with site plan*
Final Traffic report: Said report shall comply with the standards outlined in the City's adopted Transportation Master Plan and shall include, but not be limited to, the following: i. an analysis of the average daily trips generated by the proposed project; ii. an analysis of the distribution of trips on City street systems; iii. a description of the type of traffic generated; and iv. recommendations on what mitigation measures should be implemented with the project to maintain a level of service for existing and proposed residents acceptable to the City.	**Shall Comply**	*TBD with site plan*
Data table including: i. total project area ii. total number of lots, dwellings, and buildings	**Shall Comply**	*TBD with site plan*

iii. square footage of proposed building footprints and, if multiple stories, square footage by floor iv. number of proposed garage parking spaces v. number of proposed surface parking spaces vi. percentage of buildable land vii. acreage of sensitive lands and what percent sensitive lands comprise of total project area and of open space area viii. area and percentage of open space or landscaping ix. area to be dedicated as right-of-way (public and private) x. net density of dwellings by acre (sensitive lands must be subtracted from base acreage). xi. number of off-street parking spaces (e.g., number of proposed garage parking spaces, number of proposed surface parking spaces, etc.)		
Landscaping Plan: A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the location, spacing, types, and sizes of landscaping elements and existing trees, and showing compliance with the City's off-street parking requirements, the City's design guidelines and policies, and the requirements of the appropriate zone.	**N/A.**	*Not regulated per State Code*
Lighting Plan: A lighting plan indicating the illumination of all interior areas and immediately adjoining streets showing the location, candle power, and type of lighting proposed, and in conformance with the City's lighting standards. An individual photometric plan is also required.	**N/A.**	*Not regulated per State Code*
Elevations: The elevations of all proposed buildings, fences, and other structures viewed from all sides indicating height of structures, the average finished grade of the site at the foundation area of all structures, percentage of building materials proposed, and color of all materials. A board showing building colors and materials is required.	**N/A.**	*Not regulated per State Code*
Signage Plan: An overall signage plan shall be approved during the Site Plan approval process. All information to be provided for the sign approval shall be submitted concurrent with Site Plan application materials, consistent with the requirements in Section 19.18.	**N/A.**	*Not regulated per State Code*
Fee: A fee set by resolution of the City Council shall accompany the application for any Site Plan review.	**Shall Comply**	*TBD with site plan*
Public Notice and Hearing: All site plans shall comply with the noticing and public hearing requirements of Section 19.13, and applicants shall pay the cost to post and mail required notice to property owners.	**Shall Comply**	*TBD with site plan*
Development or Bond Agreement: A development agreement and bond agreement shall be required based on the conditions, requirements, findings, and recommendations made by the City Council. The development agreement and bond agreement shall also be based on requirements of the City Code and legal requirements as specified by the City Attorney. The City Council may determine that a development agreement is not required, but in all cases a bond agreement shall be required. A development agreement is not required when conditions, requirements, findings, and recommendations are all consistent with Title 19 requirements unless the City Council, in exercising its legislative authority pursuant to Utah Code § 10-9a-102, determines that a development agreement is necessary to further the public health, safety, or welfare or any other legitimate purpose outlined in Utah Code § 10-9a-102(1).	**Shall Comply**	*TBD with site plan*
Considerations Relating to Traffic Safety and Traffic Congestion:	**Shall Comply**	*TBD with site plan*

i. the effect of the site development plan on traffic conditions on adjacent street systems; ii. the layout of site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways; iii. the arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of Chapter 19.09, off-street parking requirements; iv. the location, arrangement, and dimensions of truck loading and unloading facilities; v. the circulation patterns within the boundaries of the development; and vi. the surfacing and lighting of off-street parking facilities.		
Considerations Relating to Outdoor Advertising: Outdoor advertising shall comply with the provisions of Chapter 19.18.	**N/A.**	
Consideration Relating to Landscaping: i. the location, height, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, to provide buffer areas, or to conceal storage areas, utility installations, or other unsightly development; ii. the requirements of Chapter 19.06; iii. the planting of ground cover or other surfaces to prevent dust and erosion; and iv. the unnecessary destruction of existing healthy trees.	**N/A.**	
Considerations Relating to Buildings and Site Layout: i. the general silhouette and mass, including location on the site, elevations, and relation to natural plan coverage, all in relationship to the character of the neighborhood; ii. the exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing the street, line and pitch of roofs, and the arrangement of structures on the parcel; iii. compliance with the City's Architectural design standards.	**Shall Comply**	*TBD with site plan*
The effect of the site development plan on the adequacy of the storm and surface water drainage.	**Shall Comply**	*TBD with site plan*
Adequate water pressure and fire flow must be provided on the site as required by the applicable fire code.	**Shall Comply**	*TBD with site plan*
The proposed project shall comply with the City's adopted Land Use Element of the General Plan, Land Use Ordinance, land development regulations, architectural guidelines, and all other adopted ordinances, regulations, policies, and standards.	**Complies.**	*General Plan identifies the property as Institutional/Civic*
Trails Master Plan: Shows required trails	**Shall Comply**	*TBD with site plan*

19.16 Site and Architectural Design Standards		
General Site Design Standards		
Regulation	**Compliance**	**Findings**
Pedestrian Connectivity: All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	**Shall Comply**	*TBD with site plan*
Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	**Shall Comply**	*TBD with site plan*

Non-residential and residential developments shall provide pedestrian connections that lead to the building entrances of adjacent non-residential and residential sites and shall stub to adjacent undeveloped property to allow for future connections.	**Shall Comply**	*TBD with site plan*
All pedestrian connections shall be shown on the related site plan or plat.	**Shall Comply**	*TBD with site plan*
Parking Areas: On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: i. The use is a big box with outparcels helping to screen parking, or ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings, or iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one public street, loading docks may face the lower classification of the streets.	**Shall Comply**	*TBD with site plan*
Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.	**Shall Comply**	*TBD with site plan*
Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of 3' as measured from the parking surface. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees and shrubs may be clustered in the planter beds where necessary to avoid light spillage.	**Shall Comply**	*TBD with site plan*
Acceleration and Deceleration Lanes: Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.	**Shall Comply**	*TBD with site plan*
Parking Structures: Parking structures shall be architecturally consistent with the project buildings, including the use of the same primary finish materials as the exterior of the adjacent or adjoining buildings.	**N/A.**	
When placement of parking structures along site frontages is necessary, visual mitigation such as landscape buffers, upper-level setbacks, or additional architectural treatment shall be used.	**N/A.**	
The view of a parking structure from a public street shall be minimized by placing its shortest dimension along the street edge.	**N/A.**	
The top deck of parking structures shall include screen walls, periphery landscape islands, or similar features where visible from public view in order to soften the appearance of the top of the parking structure and screen the view of cars on the top deck of the structure.	**N/A.**	
All top deck lighting shall be screened and directed downward to avoid light spill onto the street below and shall consist of only bollards or building lighting. Light poles are prohibited.	**N/A.**	
Trash Enclosures, Storage Areas, and External Structures: Landscaping, fencing, berms, or other devices integral to overall site	**Shall Comply**	*TBD with site plan*

and building design shall screen trash enclosures, storage areas, and other external structures.		
Service yards, refuse and waste-removal areas, loading docks, truck parking areas and other utility areas shall be screened from view by the use of a combination of walls, fences, and dense planting. Screening shall block views to these areas from on-site as well as from public rights of way and adjacent properties. This does not apply to Municipal Buildings.	**Shall Comply**	*TBD with site plan*
All trash dumpsters shall be provided with solid enclosures. b. Enclosures shall be composed of 6' high solid masonry or decorative precast concrete walls, with opaque gates and self-latching mechanisms to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles. Gates shall be made of opaque metal for durability. Chain-link gates with or without opaque slats are not acceptable. Colors and materials shall be consistent with the main building or use.	**Shall Comply**	*TBD with site plan*
Where trash enclosures, storage areas, or other external structures are adjacent to parking areas, a 3' landscaped buffer shall be provided that does not impede access into and out of vehicles.	**Shall Comply**	*TBD with site plan*
These areas shall be well maintained and oriented away from public view. The consolidation of trash areas between buildings is encouraged. The use of modern disposal and recycling techniques is encouraged. This section shall not apply to community or public recycling bins or drop boxes; however, the location shall be determined by city Staff in accordance with the standards herein.	**Shall Comply**	*TBD with site plan*
Utility Boxes: Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	**Shall Comply**	*TBD with site plan*
Interconnection. Interconnection shall occur via pedestrian and vehicular connections. All parking and other vehicular use areas shall be interconnected with, or stubbed to, all adjacent non-residential developed and undeveloped properties, as designated on the land use map or the zoning map, in order to allow maximum off-street vehicular circulation. Walkways and trails shall be connected to adjacent sites and stubbed for future development. All residential site plans shall meet 19.12 Connectivity Standards.	**Shall Comply**	*TBD with site plan*
Site Design Standards: Non-Residential Development		
Shopping Cart Corrals: Shopping cart corrals are required for big box or mid box retail uses. Roof covers are recommended as the local climate includes wind, rain, and winter snow conditions. If roof covers are utilized they shall blend in with the established building design.	**N/A.**	
The shopping cart corral rail finish shall match or compliment the exterior finishes of the main building through the use of two out of three of the same exterior colors and finishes.	**N/A.**	
Uses Within Buildings: All uses established in any commercial, office warehouse, business park, or industrial zone shall be conducted entirely within a fully enclosed approved building except those uses deemed by the City Council to be customarily and appropriately conducted in the open. Uses which qualify for this exception include vegetation nurseries, home improvement centers with lumber, outdoor cafes, outdoor retail display, car wash vacuums, auto dealerships, and similar uses.	**N/A.**	

Outdoor Display: All retail product displays shall be located under the buildings' permanent roof structure or on designated display pads within front landscape areas.	**N/A.**	
All display areas shall be clearly defined on the approved Site Plan and designated on the site with a contrasting colored, painted, or striped surface.	**N/A.**	
Display areas shall not block building entries or exits, pedestrian walks, or parking spaces in front of the building. Outdoor display areas shall not spill into walkways or any drive aisle adjacent to a building.	**N/A.**	
Seasonal uses outside of these areas may be approved through the Temporary Use process.	**N/A.**	
Outdoor Storage Standards: Outdoor storage areas shall be located to minimize views from adjacent public rights-of-way, residential development or zones, and adjacent developments. They shall be located behind or to the side of buildings.	**N/A.**	
Outdoor storage shall be screened from public view. Screening shall consist of a solid wall, excluding CMU blocks. Screening shall be a minimum of 6 feet high and may reach a maximum height of 20 feet subject to approval by the Land Use Authority. A building permit is required for all fencing or walls higher than 7 feet. Chain link fencing is prohibited.	**N/A.**	
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	**N/A.**	
A landscape strip with a minimum width of five feet shall be installed next to the screening fence or wall when the storage area is adjacent to or visible from a public right-of-way.	**N/A.**	
Outdoor storage materials must be stored in an orderly manner such that fire codes are met and access to all areas of the yard is possible (e.g. access lanes).	**N/A.**	
The outdoor storage materials may not extend above the height of the fence or wall.	**N/A.**	
Access Requirements: a. Each roadway shall not be more than 40' in width, measured at right angles to the center line of the driveway except as increased by permissible curb return radii; and b. the entire flare of any return radii shall fall within the right-of-way.	**N/A.**	
Off-Street Truck Loading Space: Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets, alleys, required parking stalls, or accessible stalls.	**N/A.**	
Screening of Storage & Loading Areas: To alleviate the unsightly appearance of loading facilities, these areas shall not be located on the side(s) of the building facing the public street(s). Such facilities shall be located interior to the site. This does not apply to Municipal Buildings	**N/A.**	
Screening for storage and loading areas shall be composed of 6' high solid masonry or architectural precast concrete walls with opaque gates and self-latching mechanisms, to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles.	**N/A.**	
Gates shall be made of opaque metal for durability. Chain-link gates with opaque slats are prohibited.	**N/A.**	
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	**N/A.**	

Trash areas shall be designed to include the screening of large items (e.g. skids and pallets) as well as the trash bin(s) that are needed for the business (unless storage is otherwise accommodated behind required screened storage areas).	**Shall Comply**	*TBD with site plan*
Buffers: A wall and landscaping, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an existing agricultural or platted residential use. Such a wall, fence, or landscaping shall be at least 6' in height, unless a wall or fence of a different height is required by the Land Use Authority as part of a site Plan review.	**Shall Comply**	*TBD with site plan*
No chain-link or wood fences are permitted as buffering or screening between commercial and residential. Masonry and solid vinyl are suggested types of fences, and as circumstances require, one or the other may be required.	**Shall Comply**	*TBD with site plan*
Unless otherwise required by this Title, walls or fences used as a buffer or screen shall not be less than 6' in height.	**Shall Comply**	*TBD with site plan*
Parking Lot Buffers: There shall be a minimum of 10' of landscaping between parking areas and side and rear property lines adjacent to agricultural and residential land uses.	**Shall Comply**	*TBD with site plan*
Building Buffer: No building shall be closer than 5' from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.	**Shall Comply**	*TBD with site plan*
General Architectural Design Standards		
General standards do not apply one-family and two-family dwellings unless governed under a DA.		
Building Articulation: Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width: i. A combination of vertical and horizontal elevation shifts that together equal at least 5'. ii. Addition of horizontal and vertical divisions by use of textures or materials. iii. Primary material change. iv. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36". v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.	**N/A.**	*Not regulated per State Code*
Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.	**N/A.**	*Not regulated per State Code*
Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.	**N/A.**	*Not regulated per State Code*
All roofs on three-family and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.	**N/A.**	*Not regulated per State Code*

Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.	**N/A.**	*Not regulated per State Code*
Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.	**N/A.**	*Not regulated per State Code*
Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.	**N/A.**	*Not regulated per State Code*
Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.	**N/A.**	*Not regulated per State Code*
All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.	**N/A.**	*Not regulated per State Code*
All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.	**N/A.**	*Not regulated per State Code*
Backlighting is not permitted.	**N/A.**	*Not regulated per State Code*
Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.	**N/A.**	*Not regulated per State Code*
Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.	**N/A.**	*Not regulated per State Code*
Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.	**N/A.**	*Not regulated per State Code*
Screening materials shall conform to the color scheme and materials of the primary building.	**N/A.**	*Not regulated per State Code*
Non-Residential Architectural Design Standards		
Four Sided Architecture: All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	**N/A.**	*Not regulated per State Code*
Color and Materials: Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	**N/A.**	*Not regulated per State Code*
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	**N/A.**	*Not regulated per State Code*
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	**N/A.**	*Not regulated per State Code*
No more than 75% of any building elevation shall consist of any one material or color. i. No more than 50% of any building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones, or ii. Office, Warehouse, Flex buildings in approved zones that utilize concrete tilt up construction are exempt from the maximum 75% of one material per elevation requirement but must follow all other architectural standards.	**N/A.**	*Not regulated per State Code*
Prohibited Materials: Tiles. Full veneer brick and tiles exceeding ½" in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	**N/A.**	*Not regulated per State Code*

Stairways: All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	**N/A.**	*Not regulated per State Code*
Roof Drains: All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	**N/A.**	*Not regulated per State Code*
Electrical Panels: To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	**N/A.**	*Not regulated per State Code*
Street Orientation: All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	**N/A.**	*Not regulated per State Code*
At least 35 percent of the first floor elevation(s) of a building that is viewed from a public street shall include windows, and/or glass doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere. For purposes of determining the glass area, the first floor shall be the first 10 feet from the finished floor. This standard does not apply to a single-story retail building of 50,000 square feet or greater provided a single primary tenant occupies the entire building square footage and additional architectural elements are used in City of Saratoga Springs Municipal Code Land Development Code - Title 19.16 Page | 9 place of windows and/or glass doors to include awnings or canopies, and must include roof line changes and horizontal articulation.	**N/A.**	*Not regulated per State Code*
Metal Buildings: Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	**N/A.**	*Not regulated per State Code*
All metal buildings shall be designed to have an exterior appearance of conventionally built structures. Stock, "off the shelf" metal buildings are prohibited.	**N/A.**	*Not regulated per State Code*
Metal buildings in the Agricultural, Residential Agricultural, and Rural Residential zones shall only be used for agriculture as defined in Section 19.02.02 of the City Code.	**N/A.**	*Not regulated per State Code*

19.18 Signs		
Regulation	**Compliance**	**Findings**
Site Plans require signage information (if tenant known, show location potential location size)	**N/A.**	*Not regulated per State Code*
Monument sign location and details	**N/A.**	*Not regulated per State Code*
Wall signs and potential locations and details	**N/A.**	*Not regulated per State Code*

19.27 Addressing and Street Naming		
Double Check all Addresses after GIS Assigns Them		
Regulation	**Compliance**	**Findings**
WebApp to Review Addresses assigned by GIS: https://ssgis.maps.arcgis.com/apps/webappviewer/index.html?id=b4786008c6dd420ab06445cd8d5e5fe0		
Lot Numbers: Are they correct and sequential	**N/A.**	
Address Numbers: is it accurate and sequential and does it fit between the intersection coordinates	**Complies.**	*Address is existing and complies with addressing standards*
Compare Surrounding Addresses: do the addresses work with surrounding addresses? Are there any repetitions in address numbers? Do the street names match and line up with streets in other plats and across intersections?	**N/A.**	

Double Access Lots and Corner Lots. These types of lots should have an address on each road frontage, unless front door access is not allowed. If a front door is allowed, but not a driveway, this should be clear on the plat.	**N/A.**	
No Access on Double Frontage of Lots: The plat should state what this means. No driveway and no front door, or just no driveway	**N/A.**	
Alternate Addresses: are they in the right location on the lot and do they make sense concerning lots that have no access. What does "no access mean"?	**N/A.**	
Rear Load: Meet with Brian to review every time there is a rear-load product.	**N/A.**	
Rear Load: label "FRONT" to identify which side is the front, but check grading to see if the units can be accessed from the front.	**N/A.**	
Grading/Slope: Does the grade in front of rear-load product allow for front door access for EMT and deliveries?	**N/A.**	
New Address: street names shall be proposed by the developer and approved by City staff. Street coordinates and house numbers shall be approved by City staff and placed on the final subdivision platy by the developer before plat recordation.	**N/A.**	
Duplicate Street Names: No duplication of street names or numbers shall be used. No phonetic duplications shall be used (same name, spelled differently). If a street is terminated by unimproved land and continues on the same bearing beyond the unimproved land, it should continue with the same name.	**N/A.**	
Continuity. Proposed street names are encouraged to have the following characteristics: Historic significance, local sense of places, overall theme, compatibility with adjacent streets	**N/A.**	
Compass Directions. The four compass directions shall not be used as part of the street name.	**N/A.**	
Name Length. Street names shall not be longer than thirteen letters, including spaces between letters. (this does not include the street type designator)	**N/A.**	
Street Type Designations. Proposed street names and types shall be matched as follows: a. **Boulevard (Blvd), Parkway (Pkwy):** This name may only be used for arterials and collectors.. b. **Drive (Dr), Way (Wy):** Meandering, curvilinear, or diagonal street usually longer than 1000 feet. c. **Road (Rd):** Limited streets that may run in a direction and are most always longer than 1000 feet. d. **Streets (St), Avenues (Ave):** Straight directional streets. e. **Lanes (Ln), Row:** Short collector or minor streets which are usually less than 1000 feet in length. May be used in names for private rights-of way. f. **Circle (Cir), Court (Ct), Place (Pl), Cove (Cv):** Permanent dead end streets or cul-de-sac streets usually less than 600 feet in length and containing three or more lots or separate dwelling structures. g. **Center (Cntr) and Mall:** Designations reserved for high density commercial developments with multiple structures and occupancies that can be substituted for the street type designator in an assigned address.	**N/A.**	
Street and Property Numbering. Each street, lot, unit, dwellings, or parcel in the site plan or plat shall be addressed according to the following standards:	**N/A.**	

1. All street intersections shall be addressed numerically. Street intersection numbers shall end with a "0" or a "5" and with "North," "South," "East," or "West".	**N/A.**	
2. Where possible, property addresses shall be odd on the south and west sides of a street.	**N/A.**	
3. Where possible, property addresses shall be even on the north and east sides of a street.	**N/A.**	
4. Property addresses for IADUs (see Chapter 19.20), ADUs, stacked multi-family, dwelling above commercial, commercial/retail, or office building that have multiple users shall be identified by a single address, and the individual units shall have a unique identifier such as suite, apartment, dwelling, or unit number.	**N/A.**	
5. Dual addresses on corner lots will be assigned at plat recordation. At Building Permit issuance, one address shall be permanently assigned.	**N/A.**	
6. Buildings that are hidden behind other buildings or do not have public frontage, shall be numbered from the centerline of the principal access or driveway.	**N/A.**	
7. City Staff shall assign numbers to site plans before final site plan approval, based on the above standards.	**N/A.**	
8. If a unit faces a street, it shall be numbered on that street. If a unit faces open space, it shall be numbered to the alley way.	**N/A.**	
Building Identification. All buildings shall have approved address numbers, and such numbers shall be identified using the following standards:	**Shall Comply**	*TBD with site plan*
1. **Background.** Numbers shall be set on a background of a contrasting color.	**Shall Comply**	*TBD with site plan*
2. **Size.** Residential building numbers shall be at least four inch tall block letters. All building numbers shall be of sufficient size so as to be legible from the street or private road. Non-residential buildings shall use Western Arabic numbers or alphabetic letters that are a minimum four inches high with a minimum stroke width of 0.5 inch, installed on a contrasting background and be plainly visible from the street or road fronting the property.	**Shall Comply**	*TBD with site plan*
3. **Visibility.** Numbers shall be placed in a position that is plainly legible and visible from the street or road fronting the property. When a building is at a distance greater than the required setback from a street or when view of the building is blocked by trees or shrubs, numbers shall be displayed on a sign attached to a fence, gate, street mailbox, or lawn stake, in addition to being placed on the building. a. Stacked multi-family structures, condominiums, commercial, office, or institutional building numbers shall be placed in a prominent location at the main entrance of such buildings. b. Interior suites, apartments, units, or offices shall be clearly identified in a logical numeric or alphabetic sequence. c. Attached side-by-side town homes, commercial, office, or institutional buildings adjacent to a public or private street shall have individual addresses for each unit building numbers or letter with associated unit numbers. Developments with buildings that do not have direct access to a public or private street shall use one address from the public or private street, and each unit shall have a number or letter, such as 1, 2, 3 or A, B, C and so on. with building numbers or letters and associated unit numbers.	**Shall Comply**	*TBD with site plan*

d. Stacked multi-family structures, commercial, office, or institutional buildings shall have one address facing a public or private street and each unit shall have a number or letter such as 1, 2, d, or A, B, C and so on. with an individual building number or letter with associated unit numbers. e. Townhomes, three-family dwellings, two-family dwellings, commercial, office, or institutional buildings that have a front door that faces a public or private road and a driveway or parking access from a rear alley shall number only attach address numbers to the front of each unit and not the rear. f. Townhomes, three-family dwellings, two-family dwellings, commercial, office, or institutional buildings that have a front door that faces open space or another building and have a driveway or parking access from a rear alley shall number both the front and back of each unit. The applicant shall verify that address numbers are not duplicated in units that are across the green space or across the alley.		

Fiscal Impact	
Regulation	**Findings**
Is there any City maintained open space?	*No*
What is the anticipated cost to the City?	*N/A*
When will City maintenance begin?	*N/A*

Exhibit 4. Neighborhood Meeting Minutes

Project	Lakeview Academy Classroom and Auditorium Addition	**Meeting Number**	Neighborhood Meeting
Meeting Date	September 19, 2024	**Meeting Location**	Lakeview Academy Multi-Purpose Room
Meeting Time	6:00 PM	**Meeting Type**	Open Forum

Participant Name	Address	Telephone #:	Email Address:

Attendee list gathered separately

Minutes:

Rezone Application:						
No	**Meeting Origin**	**Title**	**Assignment**	**Due Date**	**Priority**	**Status**
1.0	**Neighborhood Meeting**	**Rezone Application**		**9/19/24**	**High**	**Open**
Discussion: • Jen Christensen is the only attendee at the start, Lance Atwood joined at 6:10 pm • Rick Veasey gives a basic summary of the addition, 300 students, approximately 70-80 families, traffic study, classroom addition, theater, reviewed site plan and elevations						
1.1	**Neighborhood Meeting**	**Q&A**				
Q&A: • Jenn Christensen says she can't get out of her neighborhood when school is getting out. • Lance Atwood had a concern about why the rezone, cleanup for the zoning. When the city creates an education zone, we'll join that zoning. Lance is concerned about his long term property values • Brent Pace talked about real estate values increasing with good schools. • Brent Pace talked about how the construction phase is the worst part. If the general contractor starts too early or stays too late, residents can call Odyssey Partners. • Lance asked about opening up the gate by his house—there are no plans to use that opening. Fire marshall will determine. The school may need to use that access for construction, it's to be determined. • Lance said that he was concerned about "putting all the infrastructure" in if it's rezoned to IC.						

Site Plan Application:						
No	**Meeting Origin**	**Title**	**Assignment**	**Due Date**	**Priority**	**Status**
2.0	**Neighborhood Meeting**	**Site Plan Application**		**9/19/24**	**High**	**Open**
Discussion: • Lance likes to garden, is concerned about kids reaching through the fence to eat his tomatoes • Brent Pace said mid-October is likely when the site plan would be submitted to the city.						
2.1	**Neighborhood Meeting**	**Q&A**				

Q&A:

- Jenn is worried about kids throwing balls in her yard then climbing the fence to get them. Rick Veasey said that when kids are on school property, he can discipline them,
- Lance is concerned about wanting a promise that his dead end road (Malia Ln) will never be opened up. The school has no plans to ever open it up.
- Lance asked about if this would affect his property taxes, Brent Pace said that it wouldn't. It's funded by private tax exempt bonds.
-

Lakeview Academy Charter School

Neighborhood Meeting Sign-In Sheet

Name	Address	Phone Number	Email Address
Jen Christensen	[redacted]	[redacted]	[redacted]
Lance Atwood	[redacted]	[redacted]	[redacted]

MINUTES – Planning Commission

Thursday, September 26, 2024
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 Reed Ryan.

1. **Pledge of Allegiance -** led by Commissioner Jack K. Mangum.
2. **Roll Call** – A quorum was present.

Present:
Commission Members: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
Staff: Sarah Carroll, Planning Director; Kendal Black, Planner II; David Jellen, Planner II; Rulon Hopkins, Assistant City Attorney; Dan McRae, Engineer; Wendy Wells, Deputy Recorder.
Others: City Council Member Lance Wadman, Austin Cooper, Thomas Lehnardt, Brent Pace, Richard Veasey, Brenda Atwood, Lance Atwood, Jeff Atwood, Adam Dean, Tina Smith.
Excused: Commissioner Scott A. Hill, Commissioner Virginia Rae Mann.

3. **Public Input -** Public input was opened by Chairman Reed Ryan. Receiving no public comment, the public hearing was closed by the Chair.

BUSINESS ITEMS

1. **Northern Frontier Lot 3 Site Plan, located at 2284 N. Redwood Rd. Austin Cooper as applicant.** Planner II Kendal Black presented the item. The applicant requests approval of a Site Plan for an Office Warehouse building. The Lot is 3.29 acres, includes the required 30-foot trail/landscape easement along Redwood Road, and incorporates 20% landscaping on the site. Access to the lot will be from Stagecoach Drive on the East side of the lot, with no access to the lot from Redwood Road.

   Applicant Austin Cooper of Lehi was in attendance to answer questions. He agreed to comply with the Conditions in the Staff Report

   Chairman Ryan thanked the applicant and staff for the clean application, and the work that had been done.

   Motion made by Commissioner Kilgore that the Planning Commission recommend approval to the City Council of the proposed Northern Frontier Business Park, Lot 3 Site Plan, located at 2284 North Redwood Road, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Sprosty Burns.
   Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
   No: None.
   Absent: Scott A. Hill, Virginia Rae Mann.
   Motion passed 5- 0.

2. **Saratoga Springs Commercial Lots 607, 612 and 613, located at approximately Lake Drive and Redwood Road. Dan Schmidt and Thomas Lehnardt as applicants.** Planner II Kendal Black presented the item. The applicant requests approval of a Site Plan with three buildings for the Saratoga Springs Commercial Plat Lot 607 at 1233 N. Lake Drive, Lot 612 at 1271 N. Lake Drive, and Lot 613 at 1309 N. Lake Drive. These Lots encompass 9.83 acres overall. Access to these sites will be from Lake Drive. The proposed Site Plan provides adequate parking for a mixture of retail, office, and restaurant uses.

   Applicant Thomas Lehnardt of Highland was in attendance to answer questions. He noted that the tenants are excited to come to Saratoga Springs. He agreed to comply with the Conditions in the Staff Report.

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Commissioner Kilgore received clarification that corrections had been made by the applicant to comply with the evergreens requirement, and that there were no issues with compliance to the utility box requirement.

Chairman Ryan thanked the applicant and City Staff for their hard work, and a clean application. He referred to a previous Planning Commission meeting where landscaping requirements and concerns had been discussed, and a request made for Staff to look at it further. He mentioned the evergreens requirement, and how often those trees did not thrive in the City, and was hopeful that Staff had reviewed those concerns.

Planning Director Sarah Carroll noted that they had met with Public Works, and discussed evergreens in particular. When a revision comes, it will be addressed and decided if the requirement will still be in place.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed Saratoga Springs Commercial Lots 607, 612, and 613 Site Plan, located at 1233, 1271, and 1309 North Lake Drive, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

3. **Approval of Minutes: September 12, 2024.**

Motion made by Commissioner Willden to approve the minutes of September 12, 2024. Seconded by Commissioner Kilgore.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

PUBLIC HEARINGS

1. **Lakeview Academy Rezone from Agriculture to Institutional/Civic. Located at 527 West 400 North. Brent Pace of Odyssey Partners as applicant.** Planner II David Jellen presented the item. The applicant has requested to rezone the Lakeview Academy Charter School property. The proposal would rezone the entire property from Agricultural (A) to Institutional/Civic (I/C), which is consistent with the General Plan designation of Institutional/Civic for the property. This request precedes a Site Plan amendment to expand the school building. While the proposed Site Plan amendment that is under review meets the setback requirements of both zones, the applicant is making this request at the recommendation of their lender.

Applicant Brent Pace of Millcreek was in attendance to answer questions. Principal Rick Veasey of Lakeview Academy in Saratoga Springs was also in attendance to answer any questions.

Public Hearing Open by Chairman Reed Ryan.

Brenda Atwood of Saratoga Springs said she lived next door to the school. She expressed concerns with noise from snowplows late at night, traffic patterns, and visibility issues with the crosswalk. She said she'd contacted the school to offer solutions for traffic control, but didn't feel her concerns were heard, or addressed. She explained that a child had been hit in the crosswalk this year. She does not understand the purpose of the rezone, and fears with an expansion, the safety concerns could increase.

Adam Dean of Saratoga Springs said he lived adjacent to Lakeview Academy. He also had concerns about traffic patterns. He said Neptune Park had been used for parking in the evenings for school activities. He felt a school expansion would worsen the problems, and would not benefit the neighborhood. He also mentioned a recent accident where a child had been hit in the crosswalk.

Jeff Atwood of Saratoga Springs expressed he wanted to be a good neighbor with the school. He was concerned about changes with the expansion, and that it may change the neighborhood. He was concerned

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about a zone change and possible increase of the flow of people to the area. He said not too many people were standing up for property owners, and he hoped Commissioners would take a good look at the rezone.

Tina Smith of Eagle Mountain, and Lakeview Academy school board member said when they applied for a charter, it was required to obtain a 501(c)(3) designation, and they were not permitted to do anything not outlined in the charter. She explained Lakeview Academy had been there 18 years, and was a science, arts, and technology school that educated children K-9, and currently had around 1000 students. She said they also wanted to be good neighbors, and to understand the concerns of residents and neighbors.

Public Hearing Closed by Chairman Reed Ryan.

Planning Director Sarah Carroll said State Code had regulations as to what Cities could regulate with schools, and there were limits with that. Staff would need to review further to see if anything could even be regulated more than it would be through a standard Site Plan process. She sympathized with the frustration that had been expressed. She also clarified what type of building could occur in the Institutional/Civic zone.

Chairman Ryan asked about any insight on the financial "catchpoint" for changing zones. He received clarification they had met the parking requirements since the parking plan would've been approved originally.

Applicant Brent Pace said he didn't feel it was a "catchpoint", but more of a "housekeeping" item. He explained they had to do a zoning letter as part of the financing, and the rezone was primarily for financing. If the rezone were denied, they would state that on the zoning letter. They also wanted to be aligned with the zones of their fellow schools. If an education specific zone were created, they would be happy to be in that zone. He said the school had no plans of selling, but wanted to expand on the current Site.

Commissioner Kilgore had questions about the following: Snowplow noise and who handled the management of the snowplows; Crosswalks and crossing guards and who managed those; Parking at Neptune Park; and Zoning changes that could impact the neighborhood.

Planning Director Sarah Carroll advised there was a noise ordinance, and snowplow noise could be reported to a Code Officer. She said she was aware the City had hired crossing guards, but was not familiar with that program, but would pass along those concerns to the appropriate departments. She was aware all schools had parking issues during evening events, and asked the applicant to address parking questions. She clarified that State Code allowed schools in any zone, and any Site could expand as long as they met the Code.

Applicant Brent Pace responded that as part of the Site Plan Application, they would be adding parking, and had a completed traffic study that had recommended some alterations to the traffic flow. They were aware of parking problems that occurred when they had evening events.

Commissioner Willden received clarification that regardless of how the vote went for this item, the next step would be a Site Plan, and neighbors could attend and make comments at that meeting, but would not receive a mailed notice for a Site Plan, like they would for a rezone.

Chairman Ryan felt that safety was a big concern, and that the traffic study was an integral part of that. He asked for clarification on the expansion and what that would entail.

Applicant Brent Pace shared that the playground out front would move behind the school, and classrooms would be built in that area. He also said an auditorium expansion was planned, along with additional parking, and some fencing to help with traffic flow to clear 400 North.

Commissioner Sprosty Burns received clarification that the age range of students would not change. She asked how often events were held that required additional parking, and suggested good communication might encourage appropriate parking, and working together was in everyone's best interest.

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Principal Rick Veasey explained that Back to School night, and twice-yearly Parent Teacher Conference nights caused parking problems and there was not enough parking on those nights. He said the performance nights were not an issue and adequate parking was provided for those events.

Commissioner Kilgore felt the zoning change would not affect parking, and acknowledged that the applicant was planning for extra parking with the Site Plan.

Commissioner Mangum received clarification that no schools had adequate parking on the three nights mentioned by Principal Rick Veasey, and that was fairly normal with schools. He also said he was a commercial loan officer and was not aware how zoning would affect financing.

Engineer Dan McRae referred to an earlier comment about the traffic flow, and said that when the Site Plan comes, there would be a traffic study that would have to be done. He suggested the applicant consider having the circulation pattern be clockwise. He said this could be helpful because traffic heading West on 400 North was very close to the crosswalk, and drivers turning left created low visibility for through-traffic.

Chairman Ryan expressed that there may not be one single solution that solved everything. He asked the applicant if there was currently any traffic mitigation in place.

Principal Rick Veasey related that at least 10 Staff members were outside every day assisting with traffic. He advised they could only govern their property line, and were not police, but they had been trying to follow the recommendations from the traffic study.

Commissioner Sprosty Burns acknowledged there might be more drivers coming and going with a charter school. She suggested the school offer incentives to reward good driving, and encouraged them to think outside the box for good solutions.

Commissioner Kilgore felt the application made sense and noted that the Lakeview Academy School had rights, just like the homeowners had rights.

Chairman Ryan expressed appreciation to the public for being in attendance. He felt the discussion had brought up many key issues and that all parties could work together. He acknowledged and gave appreciation individually to each public commenter, and the concerns they had brought forward.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the requested rezone for Lakeview Academy, located at 527 West 400 North, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

2. **Amendments to Title 19 – Land Development Code of the City of Saratoga Springs, Chapters 19.02 – Definitions and 19.06 – Landscaping and Fencing. City-wide. City-Initiated.** Planner II Kendal Black presented the item. The Planning Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, remove inconsistencies and typos, and incorporate best practices, and has the goal of adopting amendments throughout the year to keep the Code current. Staff have identified desired changes specific to lot coverage.

Public Hearing Open by Chairman Reed Ryan. Receiving no public comment, the public hearing was closed by the Chair.

Commissioner Mangum asked why swimming pools would be considered structures, but not basketball courts. He also received clarification that sheds bigger than 200 feet, decks and anything that was attached to the structure would require a permit.

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Planning Director Sarah Carroll advised that if Commissioners did not agree, they could take it out. She was not sure why basketball courts would not be considered structures, but wondered if it might have been due to setbacks and easements.

Engineer Dan McRae specified that with a swimming pool, there was also excavation involved, and sometimes foundation walls, which made it more of a structure.

Commissioner Kilgore asked why tennis courts and sports courts were removed. He asked about inground trampolines, and wondered if the list should be expanded. He mentioned some homes in Utah County that had unique items on their lots, such as slides and motocross tracks.

Chairman Ryan questioned what the impetus of the change was. He wondered if lot coverage should be more of the focus rather than just one particular type of item.

Planning Director Sarah Carroll explained that there were certain items that required a building permit. City Staff recognized that many residents didn't know there were rules relating to lot coverage, and wanted to simplify things for residents. She clarified that lot coverage was not the only issue, but it also had to do with what was at grade or above grade since that could impact neighbors. She advised Commissioners that they could make a condition for more items to be added to the list before it went to City Council.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed code amendments to Title 19, Chapters 19.02 and 19.06, with the Findings and Conditions in the Staff Report and the additional condition that considerations are made to further clarify this Code and be added to the list. No second given.
Motion Failed.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed Code Amendments to Title 19, Chapters 19.02 and 19.06, with the Findings in the Staff Report, and excluding the Conditions in the Staff Report and adding a condition that additional clarifications and exclusions be reviewed by Staff. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

REPORTS

1. **Commission Comments.**
Chairman Ryan thanked Commissioner Kilgore for filling in for him while he had been absent**.**

2. **Director's Report.** – Planning Director Sarah Carroll thanked Commissioners who had signed up for the training in October. She said there were no items for Planning at the last City Council meeting. She reminded Commissioners that the next Planning Commission meeting would be on October 10th.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 7:25 p.m. by Chairman Reed Ryan.

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

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ORDINANCE NO. 24-46 (10-15-24)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF 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 amendments, the amendments must first be reviewed by the Saratoga Springs Planning Commission for its recommendation to the City Council; and

WHEREAS, on September 26, 2024, the Planning Commission held a public hearing after proper notice and publication to consider amendments to the 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 October 15, 2024, the City Council held a public meeting to consider the zoning map amendments; and

WHEREAS, the City Council voted to approve the rezone; 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 City-wide zoning map be made.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The Property described in Exhibit A is hereby changed from Agricultural (A) to Institutional/Civic (I/C) on the City's Zoning Map. City Staff is hereby instructed to amend the official City Zoning Map accordingly.

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 and on the City's official website; and
    ii. publish a short summary of this ordinance in in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 15th day of October, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Chris Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____		

EXHIBIT A

Legal Description

SARATOGA SPRINGS PLANNING

PLANNING COMMISSION
Staff Report

SITE PLAN
NORTHERN FRONTIER BUSINESS PARK, LOT 3 SITE PLAN
OCTOBER 15, 2024
PUBLIC MEETING

Report Date:	October 8, 2024
Applicant:	Austin Cooper
Owner:	22 Redwood LLC
Location:	2284 North Redwood Road
Major Street Access:	Redwood Road & Fall Harvest Blvd
Parcel Number(s) & Size:	47:422:0003, 3.29 acres
Land Use Designation:	Office Warehouse
Parcel Zoning:	OW
Adjacent Zoning:	OW, RC
Current Use of Parcel:	Vacant Lot
Adjacent Uses:	Regional Commercial and Office Warehouse
Previous Meetings:	City Council Approval Preliminary/Final Plat on 12/01/21; Planning Commission Site Plan Review 09/26/24
Previous Approvals:	Concept Plan Review by staff, 04/01/24
Type of Action:	Administrative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

A. Executive Summary:

The applicant requests approval of a site plan for an Office Warehouse building on Northern Frontier Business Park, Lot 3, located at 2284 North Redwood Road. The Lot is 3.29 acres, includes the required 30 foot trail/landscape easement along Redwood Road, and incorporates 20% landscaping on the site. Access to the lot will be from Stagecoach Drive on the east side of the lot, with no access to the lot from Redwood Road. The proposed site plan provides the required parking for an office warehouse use.

Planning Commission Recommendation:

The Planning Commission reviewed the application on September 26, 2024 and recommended the City Council approve the Northern Frontier Business Park, Lot 3 site plan, as shown in Exhibit 7.

Recommendation:

Gina Grandpre, Senior Planner
ggrandpre@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x185 • 801-766-9794 fax

Staff recommends that the City Council conduct a public meeting on the Northern Frontier Lot 3 Site Plan, review and discuss the proposal and choose from the options in Section H of this report. Options include approval with or without conditions, denial, or continuation.

B. Background: The subject property is part of the Northern Frontier Business Park subdivision, which was approved by the City Council on December 1, 2021.

C. Specific Request: The applicant is requesting site plan approval of the Northern Frontier Lot 3 site improvements and building elevations.

D. Process: Section 19.13 summarizes the process of site plan approval. The City Council is the Land Use Authority of new site plans, followed by a recommendation from the Planning Commission. This item is scheduled to be discussed in a public meeting and a public hearing is not required.

E. Community Review: This has been noticed as a public meeting per City and State statutes, which requires 24-hour notice on the public notice website. As of the date of this report no public input has been received.

F. General Plan: The site is designated as Office Warehouse on the General Plan Land Use Map. The General Plan describes the general characteristics of the Regional Commercial land use designation as follows:

Office Warehouse (OW): Areas designated for warehousing and office uses.

Staff conclusion: Consistent. A "warehouse/flex" use is allowed in the Office Warehouse zone, which covers the uses proposed by the applicant in the Northern Frontier Business Park subdivision. Adjacent properties are zoned RC where retail uses occur and OW where warehouse/flex uses occur. Other adjacent properties will remain vacant until future development happens. Sidewalks and pathways are provided for pedestrian access in and around the parcel.

G. Code Criteria:

For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies**.
- 19.05, Supplemental Regulations: **Complies**.
- 19.06, Landscaping and Fencing: **Complies.**
- 19.09, Off Street Parking: **Complies**.
- 19.11, Lighting: **Complies**.
- 19.13, Process: **Complies** and scheduled for PC.
- 19.14, Site Plans: **Complies**.
- 19.16, Site and Architectural Design Standards: **Complies.**

H. Recommendation and Alternatives:

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

Option 1 – Approval

"I move that the City Council approve the proposed Northern Frontier Business Park, Lot 3 Site Plan, located at 2284 North Redwood Road, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section "F" of the staff report, which section is incorporated by reference herein.
2. The application complies with the criteria of the Land Development Code, as articulated in in section "G" of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached Engineering Staff Report.
2. All requirements of the Fire Chief shall be met.
3. All other Code requirements shall be met.
4. Any other conditions or changes as articulated by the City Council: _____.

Option 2 – Continuance

"I move to **continue** the Site Plan for Northern Frontier Business Park, Lot 3, to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial

"I move that the City Council deny the proposed Site Plan for Northern Frontier Business Park, Lot 3, located at 2284 North Redwood Road with the Findings below:

1. The application is not consistent with the General Plan:
   a. _____, and/or,
2. The Site Plan is not consistent with Section [19.04, 19.05, 19.06, 19.09, 19.11, 19.13, 19.14, 19.16, 19.18] of the Code, as articulated by the City Council: _____.

J. Exhibits:

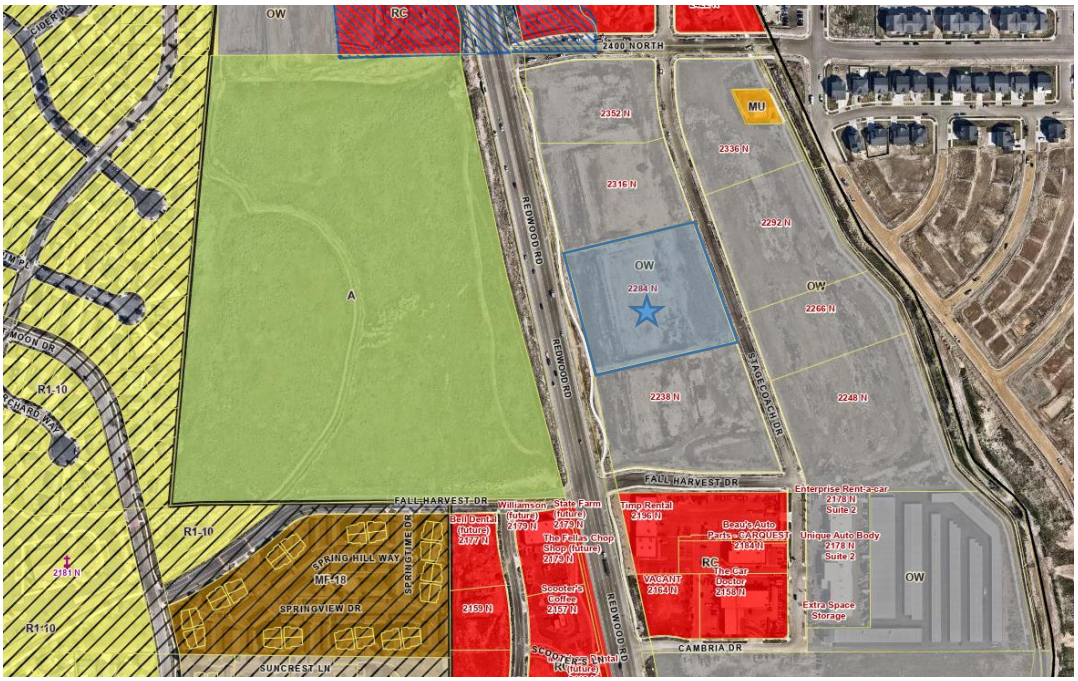
1. City Engineer's Report
2. Location & Zone Map
3. Planning Review Checklist
4. Site Plan
5. Landscaping
6. Elevations

7. Planning Commission Meeting Minutes, September 26, 2024

Exhibit 1: Engineer Staff Report

Exhibit 2: Location & Zoning Map





Gina Grandpre, Senior Planner
ggrandpre@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x185 • 801-766-9794 fax

Exhibit 3: Planning Review Checklist

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	9/5/2024
Date of Review:	**9/12/2024**
Project Name:	Northern Frontier Business Park – Lot 3
Project Request / Type:	Site Plan
Meeting Type:	Administrative
Applicant:	Austin Cooper
Owner:	22 Redwood LLC
Location:	2284 North Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) and size:	47:422:0003, 3.29 acres
Land Use Designation:	Office Warehouse
Parcel Zoning:	Office Warehouse
Adjacent Zoning:	Office Warehouse, Regional Commercial, and Agriculture
Current Use:	Vacant Lot
Adjacent Uses:	Office Warehouse, Regional Commercial, and Agriculture
Previous Meetings:	None
Previous Approvals:	Concept Plan – 12/04/23
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	Gina Grandpre, Senior Planner

Section 19.13 – Application Submittal

- Application Complete: Yes
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: None

Section 19.13.04 – Process

- DRC: 06.25.24
- Neighborhood Meeting: Not required
- PC: TBD
- CC: TBD

General Review

Building Department

- No Comments

Fire Department

- No Comments

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GIS / Addressing

- No Comments

Additional Recommendations:

- No Comments

Code Review

- 19.04, Land Use Zones
  - Zone: Office Warehouse
  - Use: Office Warehouse

19.04.01 Requirements		Office Warehouse	
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Development Size (Minimum)	40,000 sq. ft.	**Complies**	*See Planning for plans*
Lot Size (Minimum)	20,000 sq. ft.	**Complies**	*See Planning for plans*
Front/Corner Side Setback (Minimum)	20'	**Complies**	*See Planning for plans*
Interior Side Setback (Minimum)	10' or height of building, whichever is greater, when adjacent to a residential zone	**Complies**	*See Planning for plans*
Rear Setback (Minimum)	30' where adjacent to a residential, MU or MW zone. 20' next to all other zones.	**Complies**	*See Planning for plans*
Building Separation (Minimum)	20'	**Complies**	*See Planning for plans*
Lot Width (Minimum)	70'	**Complies**	*See Planning for plans*
Lot Frontage (Minimum)	N/A		
Building Height (Maximum)	40'	**Complies**	*See Planning for plans*
Lot coverage (Maximum)	50%	**Complies**	*See Planning for plans*
Building Size (Minimum)	N/A		
Building Size (Maximum)	Vested with rezone, see 19.04.09(5); otherwise 80,000 sq. ft.	**Complies**	*See Planning for plans*

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	**Complies.**	*See Planning for plans*
Water & Sewage: Each lot shall be connected to City water and sewer.	**Complies.**	*See Planning for plans*
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	**Complies.**	*See Planning for plans*
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	**Complies.**	*See Planning for plans*
19.05.16. Special Standards and Considerations Governing Particular Uses. *See Code for details*		
Automobile refueling stations and car wash operations.	**N/A.**	*Not proposed in plans*
Automobile Repair, Minor:	**N/A.**	*Not proposed in plans*
Car Wash (full service).	**N/A.**	*Not proposed in plans*
Hotels.	**N/A.**	*Not proposed in plans*
Kennel, Private.	**N/A.**	*Not proposed in plans*
Storage, Self-Storage, or Mini-Storage Units.	**N/A.**	*Not proposed in plans*
Vehicle Storage.	**N/A.**	*Not proposed in plans*
Public and Private Utility Building or Facility and Public Building Sites.	**N/A.**	*Not proposed in plans*
Bars.	**N/A.**	*Not proposed in plans*
19.06 Landscaping and Fencing		
Landscape Plans		
Regulation	**Compliance**	**Findings**
Landscape Architect: Landscaped plans shall be prepared by a licensed landscape architect.	**Complies.**	*See Planning for plans*
Existing Conditions: Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	**Complies.**	*See Planning for plans*
Planting Plan: Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	**Complies.**	*See Planning for plans*
Plants: The name (both botanical and common name), quantity, and size of all proposed plants.	**Complies.**	*See Planning for plans*
Topography: Existing and proposed grading of the site indicating contours at two-foot intervals.	**Complies.**	*See Planning for plans*
Irrigation: Irrigation plans showing the system layout and details.	**Complies.**	*See Planning for plans*
Fencing: Location, style, and details for proposed and existing fences and identification of the fencing materials.	**Complies.**	*See Planning for plans*
Data Table: Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	**Complies.**	*See Planning for plans.*
Planting Standards		
Deciduous Trees: Minimum 2" in caliper.	**Complies.**	*See Planning for plans*
Evergreen Trees: Minimum 6' in height.	**Complies.**	*See Planning for plans*
Tree Base Clearance: 3' diameter around every tree must be kept clear of turf and rock mulch. In parking lot islands and other narrow strips where turf two feet or less in width would otherwise occur, this clear area may be reduced to 2'.	**Complies.**	*See Planning for plans*
Shrubs: 25% of required shrubs must be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size.	**Complies.**	*See Planning for plans*

Turf: No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	**Complies.**	*See Planning for plans*
Artificial Turf : Shall require a building permit shall meet the following requirements with documentation provided by home owner or contractor: i. Artificial turf shall have a minimum eight-year "no-fade" warranty; ii. Multi-color blend needed to mimic real grass iii. Must be installed according to manufacturer's instructions; iv. Minimum pile height shall be 1.5 inches, minimum face/pile weight shall be at least 50 oz. per square yard, and water permeability shall be at least 19 inches per hour; v. Landscape plan shall provide for a minimum of 25 percent live vegetation coverage to comply with residential front and/or street side yard landscape standards; vi. Landscaping shall maintain a five-foot diameter around trees free from roc, debris, or artificial turf; vii. Rubber or inorganic infill is prohibited while organic infill is permitted; viii. The term "artificial turf" shall not be construed to include artificial trees, shrubs or bushes; and ix. Storm water runoff shall be maintained on-site.	**Complies.**	*See Planning for plans*
Drought Tolerant Plants: 50% of all trees and shrubs shall be drought tolerant.	**Complies.**	*See Planning for plans*
Rock Mulch: Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	**Complies.**	*See Planning for plans*
Design Requirements		
Evergreens: Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	**Complies.**	*See Planning for plans*
Softening of Walls and Fences: Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	**Complies.**	*See Planning for plans*
Planting and Shrub Beds: Planting and shrub beds are encouraged to be used in order to conserve water.	**Complies.**	*See Planning for plans*
Water Conservation: Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	**Complies.**	*See Planning for plans*
Energy Conservation: Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	**Complies.**	*See Planning for plans*
Placement: Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	**Complies.**	*See Planning for plans*
Trees and Power Poles: No trees shall be planted directly under or within 10' of power lines, poles, or utility structures unless: a. The Land Use Authority gives its approval. b. The Power Company or owner of the power line gives written consent. c. The maximum height or width at maturity of the tree species planted is less than 5' to any pole, line, or structure.	**N/A.**	*Not proposed in plans*
Preservation of Existing Vegetation		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	**Complies.**	*See Planning for plans*
Tree Preservation: Existing mature evergreen trees of 16' in height or	**Complies.**	*See Planning for plans*

greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.		
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	**Complies.**	*See Planning for plans*
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	**Complies.**	*See Planning for plans*
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	**Complies.**	*See Planning for plans*
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	**Complies.**	*See Planning for plans*
Planter Beds		
Weed Barrier: A high quality weed barrier or pre-emergent shall be used.	**Complies.**	*See Planning for plans*
Materials: High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	**Complies.**	*See Planning for plans*
Edging: Concrete edging must be used to separate planter and turf areas in all non-residential zones.	**Complies.**	*See Planning for plans*
Drip Lines: Drip lines must be used in planter beds.	**Complies.**	*See Planning for plans*
Fencing and Screening		
Front Yards: Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	**N/A.**	*Not proposed in plans*
Clear Sight Triangle: All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised and comply with AASHTO Standards.	**Complies.**	*See Planning for plans*
Required Residential Fencing: Fencing in residential development shall be placed along property lines abutting open space, parks, canals, and trails. In addition, fencing may also be required adjacent to undeveloped properties.	**N/A.**	*Not proposed in plans*
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	**N/A.**	*Not proposed in plans*
Fencing along arterial roads shall be of a consistent material and color within each development.	**N/A.**	*Not proposed in plans*
Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	**N/A.**	*Not proposed in plans*
Screening at Boundaries of Residential Zones: For residential developments abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	**N/A.**	*Not proposed in plans*
Amount of Required Landscaping		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be required to be landscaped per the definition of Landscaping in Section 19.02 in all land use zones.	**Complies.**	*See Planning for plans*
Multi-family, common space not including parks, and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	**Complies.**	*See Planning for plans*
At least 50% of the landscaped area shall be covered with live vegetation at maturity, including shrubs, grasses, flowers, tree and shrub canopies and other live vegetation. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	**Complies.**	*See Planning for plans*

Landscape Amount			
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Total Square Footage	143,279		
Required Landscaping	28,656	**Complies.**	*See Planning for plans.*
Required Deciduous Trees	11	**Complies.**	*See Planning for plans, proposes 30 trees*
Required Evergreen Trees	9	**Complies.**	*See Planning for plans, proposes 32 trees*
Required Shrubs	29	**Complies.**	*See Planning for plans, proposes 121 shrubs*
Drought Tolerant Plants	25	**Complies.**	*See Planning for plans, 100% of trees and shrubs are drought tolerant.*

19.09 Off Street Parking

General Provisions

Regulation	Compliance	Findings
Materials: Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	**Complies.**	*See Planning for plans*
Parking Area Access: Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	**Complies.**	*See Planning for plans*
Sidewalk Crossing: All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	**Complies.**	*See Planning for plans*
Cross Access: Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	**Complies.**	*See Planning for plans*
Lighting: Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	**Complies.**	*See Planning for plans*
Location of Parking Areas: Required off-street parking areas for non-residential uses shall be placed walking path of travel distance to the nearest customer entrance from the correlating non-residential use and individual tenant space as outlined in the table below. Unenclosed parking for residential areas shall not be provided in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing.	**Complies.**	*See Planning for plans*
Curb Cuts and Shared Parking: In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other	**Complies.**	*See Planning for plans*

Size of Non-Residential Use and Individual Tenant Space	Walking Path of Travel Distance to the Nearest Customer Entrances
Up to 1,500 square feet	150'
1,501 to 5,000 square feet	200'
5,001 to 10,000 square feet	250'
10,001 to 25,000 square feet	300'
25,001 to 50,000 square feet	350'
50,001 to 75,000 square feet	400'
75,001 to 100,000 square feet	450'
100,001 to 125,000 square feet	500'
Over 125,000 square feet	600'

facilities that will result in a safer, more efficient parking and circulation pattern.		
Parking plans shall show the following: the required number of stalls and aisles scaled to the correct dimensions; the correct number of ADA accessible parking spaces; storm water drainage capabilities; lighting; landscaping and irrigation; and pedestrian walkways.	**Complies.**	*See Planning for plans*
Provide accessible parking as required by Americans with Disabilities Act, see https://www.ada.gov/topics/parking/ https://adata.org/factsheet/parking	**Complies.**	*See Planning for plans*
Parking Requirements and Shared Parking		
Available on-street parking shall not be counted towards meeting the required parking stalls.	**Complies.**	*See Planning for plans*
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	**Complies.**	*See Planning for plans*
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	**N/A.**	*Parking is based on square footage*
When a development contains multiple uses, more than one parking requirement may be applied.	**Complies.**	*See Planning for plans*
Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.	**N/A.**	*None proposed*
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	**Complies.**	*See Planning for plans*
Where no comparative land use standard for parking is found in Section 19.09.10, Required Minimum Parking, the Land Use Authority for the related development shall determine an appropriate requirement using the following criteria: (see code)	**Complies.**	*See Planning for plans*
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	**Complies.**	*See Planning for plans*
Parking Deviations. Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: 1. the intensity of the proposed use; 2. times of operation and use; 3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; 4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; 5. the number of employees; 6. the number of customers and patrons; 7. trip generation; and 8. peak demands.	**N/A.**	*No parking deviations are proposed*
Shared Parking. Up to 25% of required parking may be shared with an adjacent use upon approval by the Land Use Authority. The developer must provide: a. an agreement granting shared parking or mutual access to the entire parking lot; and	**N/A.**	*No shared parking is proposed*

b. b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.		
Guest Parking. Two-Family dwellings, Three-Family dwellings, Multi-Family dwellings, and dwellings above commercial. a. Guest parking shall be provided at a ratio of 0.25 stalls per unit. i. When a rear-load product is allowed in a village plan or neighborhood plan, and is accessed with aprons rather than driveways, guest parking shall be provided at a ratio of one stall per unit. b. Driveways shall not count towards the guest parking requirement. c. Guest parking shall be located within two-hundred feet of the dwelling unit.	**N/A**	*The proposed development is Office Warehouse*
Pedestrian Walkways and Accesses. Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.	**N/A.**	*The proposed parking lot is less than 75,000 sq. ft.*
Landscaping in Parking Areas		
All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30' between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.	**Complies.**	*See Planning for plans*
All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6" higher than the parking surface.	**Complies.**	*See Planning for plans*
Clear Sight Triangles must be followed.	**Complies.**	*See Planning for plans*
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	**Complies.**	*See Planning for plans*
On doubled rows of parking stalls, there shall be one 36' x 9' landscaped island on each end of the parking rows, plus one 36' x 9' landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	**Complies.**	*See Planning for plans*
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6' from a landscaped area containing an equal or greater number of trees as would	**Complies.**	*See Planning for plans*

have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9' of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.		
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	**Complies.**	*See Planning for plans*
Required Minimum Parking		
See table in 19.09	**Complies.**	*See Planning for plans*

Dimensions for Parking Stalls & Aisle				
	Stall Width	Stall Length	Aisle Width (one-way traffic)	Aisle Width (two-way traffic)
90° Parking				
Required	9'	18'	24'	24'
Provided	**Complies. S***ee Planning for plans*		**Complies**	**Complies**

19.11 Lighting

General Standards

Regulation	Compliance	Findings
Material: All Lighting Fixtures and assemblies shall be metal.	**Complies.**	*See Planning for plans*
Base: All lighting poles shall have a 16" decorative base.	**Complies.**	*See Planning for plans*
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	**Complies.**	*See Planning for plans*
Angle: Shall be directed downward.	**Complies.**	*See Planning for plans*
Lamp: Bulbs may not exceed 4000k.	**Complies.**	*See Planning for plans*
Drawings: Design and location of fixtures shall be specified on the plans.	**Complies.**	*See Planning for plans*
Flags: The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	**N/A.**	*No flag pole proposed*
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	**Complies.**	*See Planning for plans*
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**Complies.**	*See Planning for plans.*
Nonresidential Lighting		
All wall-mounted fixtures shall not be mounted above 16'. The exception shall be those instances where there is a second story access directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	**Complies.**	*See Planning for plans*
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed 10 minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	**Complies.**	*See Planning for plans*
All trespass lighting shall not exceed 1.0 foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 0.1 foot-candles measured at the property line.	**Complies.**	*See Planning for plans*

Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	**N/A.**	*The proposed development does not include a service station canopy*
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	**Complies.**	*See Planning for plans*
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.	**Complies.**	*See Planning for plans*
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	**Complies.**	*See Planning for plans*
All lighting fixtures in surface parking lots and on the top decks of parking structures shall be fitted to render them full cutoff.	**Complies.**	*See Planning for plans*
One hour after closing or by 11:00 pm, whichever is earlier, businesses must turn off at least 50% of building lighting and lighting fixtures in surface parking lots and on top decks of parking structures; however, those lighting fixtures turned off may be set to function utilizing a motion detector system. Lights may be turned back on one half hour prior to the first employee shift.	**Complies.**	*See Planning for plans*
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00 pm and must keep them off until one half hour before sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.	**Complies.**	*See Planning for plans*
Walkway Lighting		
Lighting of all pedestrian pathways is recommended.	**N/A.**	*None proposed*
All pathway, walkway, and sidewalk lighting fixtures shall be mounted at a height not to exceed 10'. i. Themed walkway lighting within Regional Parks shall not exceed a height of 25'. Such lighting within 200' of residential development shall not exceed 16'.	**N/A.**	*None proposed*
Bollard lighting shall be limited to a height of 4'.	**N/A.**	*None proposed*
Lighting Plan		
Plans indicating the location and types of illuminating devices on the premises.	**Complies.**	*See Planning for plans*
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**Complies.**	*See Planning for plans*
Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	**Complies.**	*See Planning for plans*
Plans providing information required in the Technical Standards and Specifications Manual.	**Complies.**	*See Planning for plans.*

19.13 Process	
Regulation	**Findings**
Neighborhood Meeting. Required?	*Not required*
Notice/Land Use Authority.	*Public Meeting/City Council*
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	*Northern Frontier Business Park Development Agreement*
Phasing Improvements.	*None Proposed*

Payment of Lieu of Open Space.	Amount of $: N/A
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.
Burial of Overhead Utility Lines	See Section 19.13.10

19.14 Site Plan Review		
Regulation	**Compliance**	**Findings**
Approval Required: Site Plan approval shall be required for all developments which contain the following uses, together with any others for which it is required elsewhere in these Ordinances: 1. Any industrial use; 2. Any commercial use; 3. Any institutional use; 4. Two-Family Structures and Three-Family Structures; and 5. A multi-family residential development.	**Complies.**	*See Planning for plans*
Site Plan Standards: The entire parcel area shall be built upon, landscaped, or paved in accordance with the zone's open space and parking requirements.	**Complies.**	*See Planning for plans*
Utilities: All utility lines shall be underground in designated easements. No pipe, conduit, cable, water line, gas, sewage, drainage, steam, electrical, or any other energy or service shall be installed or maintained upon any lot outside of any building above the surface of the ground except during construction. a. Transformers shall be grouped with other utility meters where possible and screened with vegetation or fencing. b. Each contractor and owner or developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. c. Prior to construction, contact must be made with Blue Stakes and any other utility company, public or private, not participating in Blue Stakes in the area to identify underground utility lines. d. Exception: electric power transmission lines of 46kV or above are not required to be placed underground.	**Complies.**	*See Planning for plans*
Grading and Drainage: Drainage from any lot must follow current City requirements to show on site retention and a maximum allowable discharge of 0.2 cubic feet per second (cfs) per acre. Drainage shall not be allowed to flow upon adjoining lots unless the owner of the lot upon which the water flows has granted an easement for such purpose. The Planning Commission must approve a Site Plan with grading, drainage, and clearing plans before any such activities may begin. Lot grading shall be kept to a minimum. Roads and development shall be designed for preservation of natural grade except as otherwise approved by the City Engineer based on standards and specifications.	**Complies.**	*See Planning for plans*
Secondary Water System and Dedication of Water Shares: The applicant shall comply with the City's adopted Water Utility Ordinance and other adopted standards, regulations, and ordinances and shall dedicate to the City the amount of water specified in those adopted standards, regulations, and ordinances upon approval of the Site Plan.	**Complies.**	*See Planning for plans*
Piping of Irrigation Ditches: All existing irrigation canals and ditches which are located on the site or straddle a site property line shall be piped with a sufficient size pipe and shall be approved by the City Engineer.	**Complies.**	*See Planning for plans*
Preliminary Plat With Attached Units: When the proposed Site Plan includes attached units, the Site Plan submittal shall include a preliminary subdivision plat. Said plat shall include an ALTA survey of the property	**Complies.**	*See Planning for plans*

recorded with the Utah County Surveyor pursuant to the Utah Code, the proposed building locations, proposed floor plans and proposed elevations identifying each building in the development. Approval of the proposed Site Plan may occur simultaneously with the approval of the proposed preliminary plat.		
Nuisances: All commercial uses shall be free from objectionable odors, noises, hazards, or other nuisances.	**Complies.**	*See Planning for plans*
Residential Conversions: No existing residential dwelling or residential lot in any commercial or residential zone may be used or converted into a commercial use unless all of the standards set forth herein are met, including parking regulations, setbacks, landscaping, and architectural design.	**N/A.**	*Not proposed with this application*
Ownership Affidavit: A statement of ownership and control of the subject property and a statement describing the nature of the intended use.	**Complies.**	*See Planning for plans*
Vicinity Map: A general location map indicating the approximate location of the subject parcel.	**Complies.**	*See Planning for plans*
Context plan: A context plan shall include the existing features within 200 feet of the proposed Site Plan property line. Existing features include, but are not limited to, buildings, ingress and egress points, landscaping areas, pedestrian paths, and property names.	**Complies.**	*See Planning for plans*
Site Analysis: A site analysis is a plan view drawing demonstrating land constraints and existing features. Existing features may consist of the presence of boulders, existing man-made features, significant trees, canals or ditches, access points or public rights-of-way, and existing conditions within 200 feet of the property line.	**Complies.**	*See Planning for plans*
Survey: A survey prepared and stamped by a Utah registered land surveyor listing the metes and bounds legal description and the gross acreage within the subject parcel.	**Complies.**	*See Planning for plans*
Compliance statement: A statement indicating how the proposed development complies with the City's adopted Land Use Element of the General Plan.	**Complies.**	*See Planning for plans*
Final Construction Drawings containing, at a minimum, all items specified in the City's "Standard Technical Specification and Drawings" manual. Applicant shall provide three full-size 24" x 36" copies and five 11 x 17 inch reductions as required on the application form, along with digital copies as outlined below. Additional copies may be required prior to adding the application to the Planning Commission agenda. Final Construction Drawings for a Site Plan is hereby required and shall be prepared and stamped by licensed or certified professionals including architects, landscape architects, land planners, engineers, surveyors, transportation engineers, or other professionals deemed necessary by the Planning Director. The City may require plans prepared by any or all of the above-noted professionals. A Site Plan application shall also contain the following : i. locations, dimensions, floor plans, uses and heights of all proposed buildings and structures, including overhangs, porches, stairwells, and balconies, and the locations of all structures on adjoining properties; ii. access points, provisions for vehicular and pedestrian circulation on and off site, interconnection to adjacent sites, dimensions of such access and circulation, and pedestrian paths within 200 feet of the property boundary; iii. acceleration and deceleration lanes, and dimensions thereof, if required; iv. off-street parking and loading areas complying with the City's off-street parking requirements contained in Chapter 19.09 of this Title; v. proposed outdoor display areas; vi. screening and buffering provisions, including types and heights of existing and proposed buffering and fencing elements;	**Complies.**	*See Planning for plans*

vii. location and treatment of refuse collection areas, storage areas, mechanical equipment, and external structures; viii. location, type, and size of all business and on-site circulation signage; ix. tabulation of square footage devoted to various land uses, ground coverage by structures, and other impervious surfaces; x. type of construction of all structures, presence or absence of fire sprinkling, and location of existing and proposed fire hydrants; xi. Established Grade of building area.		
Final Hydraulic and Hydrological storm drainage report and calculations. location of all existing and proposed secondary irrigation systems, both on site and on adjacent properties, including ditches, pipes, and culverts;	**Complies.**	*See Planning for plans*
Final Traffic report: Said report shall comply with the standards outlined in the City's adopted Transportation Master Plan and shall include, but not be limited to, the following: i. an analysis of the average daily trips generated by the proposed project; ii. an analysis of the distribution of trips on City street systems; iii. a description of the type of traffic generated; and iv. recommendations on what mitigation measures should be implemented with the project to maintain a level of service for existing and proposed residents acceptable to the City.	**Complies.**	*See Planning for plans*
Data table including: i. total project area ii. total number of lots, dwellings, and buildings iii. square footage of proposed building footprints and, if multiple stories, square footage by floor iv. number of proposed garage parking spaces v. number of proposed surface parking spaces vi. percentage of buildable land vii. acreage of sensitive lands and what percent sensitive lands comprise of total project area and of open space area viii. area and percentage of open space or landscaping ix. area to be dedicated as right-of-way (public and private) x. net density of dwellings by acre (sensitive lands must be subtracted from base acreage). xi. number of off-street parking spaces (e.g., number of proposed garage parking spaces, number of proposed surface parking spaces, etc.)	**Complies.**	*See Planning for plans*
Landscaping Plan: A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the location, spacing, types, and sizes of landscaping elements and existing trees, and showing compliance with the City's off-street parking requirements, the City's design guidelines and policies, and the requirements of the appropriate zone.	**Complies.**	*See Planning for plans*
Lighting Plan: A lighting plan indicating the illumination of all interior areas and immediately adjoining streets showing the location, candle power, and type of lighting proposed, and in conformance with the City's lighting standards. An individual photometric plan is also required.	**Complies.**	*See Planning for plans*
Elevations: The elevations of all proposed buildings, fences, and other structures viewed from all sides indicating height of structures, the average finished grade of the site at the foundation area of all structures, percentage of building materials proposed, and color of all materials. A board showing building colors and materials is required.	**Complies.**	*See Planning for plans*
Signage Plan: An overall signage plan shall be approved during the Site Plan approval process. All information to be provided for the sign approval shall be submitted concurrent with Site Plan application materials, consistent with the requirements in Section 19.18.	**Complies.**	*See Planning for plans*

Fee: A fee set by resolution of the City Council shall accompany the application for any Site Plan review.	**Complies.**	*See Planning for plans*
Public Notice and Hearing: All site plans shall comply with the noticing and public hearing requirements of Section 19.13, and applicants shall pay the cost to post and mail required notice to property owners.	**Complies.**	*See Planning for plans*
Development or Bond Agreement: A development agreement and bond agreement shall be required based on the conditions, requirements, findings, and recommendations made by the City Council. The development agreement and bond agreement shall also be based on requirements of the City Code and legal requirements as specified by the City Attorney. The City Council may determine that a development agreement is not required, but in all cases a bond agreement shall be required. A development agreement is not required when conditions, requirements, findings, and recommendations are all consistent with Title 19 requirements unless the City Council, in exercising its legislative authority pursuant to Utah Code § 10-9a-102, determines that a development agreement is necessary to further the public health, safety, or welfare or any other legitimate purpose outlined in Utah Code § 10-9a-102(1).	**Complies.**	*See Planning for plans*
Considerations Relating to Traffic Safety and Traffic Congestion: i. the effect of the site development plan on traffic conditions on adjacent street systems; ii. the layout of site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways; iii. the arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of Chapter 19.09, off-street parking requirements; iv. the location, arrangement, and dimensions of truck loading and unloading facilities; v. the circulation patterns within the boundaries of the development; and vi. the surfacing and lighting of off-street parking facilities.	**Complies.**	*See Planning for plans*
Considerations Relating to Outdoor Advertising: Outdoor advertising shall comply with the provisions of Chapter 19.18.	**Complies.**	*See Planning for plans*
Consideration Relating to Landscaping: i. the location, height, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, to provide buffer areas, or to conceal storage areas, utility installations, or other unsightly development; ii. the requirements of Chapter 19.06; iii. the planting of ground cover or other surfaces to prevent dust and erosion; and iv. the unnecessary destruction of existing healthy trees.	**Complies.**	*See Planning for plans*
Considerations Relating to Buildings and Site Layout: i. the general silhouette and mass, including location on the site, elevations, and relation to natural plan coverage, all in relationship to the character of the neighborhood; ii. the exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing the street, line and pitch of roofs, and the arrangement of structures on the parcel; iii. compliance with the City's Architectural design standards.	**Complies.**	*See Planning for plans*
The effect of the site development plan on the adequacy of the storm and surface water drainage.	**Complies.**	*See Planning for plans*
Adequate water pressure and fire flow must be provided on the site as required by the applicable fire code.	**Complies.**	*See Planning for plans*
The proposed project shall comply with the City's adopted Land Use Element of the General Plan, Land Use Ordinance, land development regulations, architectural guidelines, and all other adopted ordinances, regulations, policies, and standards.	**Complies.**	*See Planning for plans*
Trails Master Plan: Shows required trails	**Complies.**	*See Planning for plans*

19.16 Site and Architectural Design Standards

General Site Design Standards

Regulation	Compliance	Findings
Pedestrian Connectivity: All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	**Complies.**	*See Planning for plans*
Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	**Complies.**	*See Planning for plans.*
All pedestrian connections shall be shown on the related site plan or plat.	**Complies.**	*See Planning for plans.*
Parking Areas: On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: i. The use is a big box with outparcels helping to screen parking, or ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings, or iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one public street, loading docks may face the lower classification of the streets.	**Complies.**	*See Planning for plans.*
Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.	**Complies.**	*See Planning for plans.*
Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of 3' as measured from the parking surface. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees and shrubs may be clustered in the planter beds where necessary to avoid light spillage.	**Complies.**	*See Planning for plans*
Acceleration and Deceleration Lanes: Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.	**Complies.**	*See Planning for plans.*
Parking Structures: Parking structures shall be architecturally consistent with the project buildings, including the use of the same primary finish materials as the exterior of the adjacent or adjoining buildings.	**N/A.**	*None proposed*
When placement of parking structures along site frontages is necessary, visual mitigation such as landscape buffers, upper-level setbacks, or additional architectural treatment shall be used.	**N/A.**	*None proposed*
The view of a parking structure from a public street shall be minimized by placing its shortest dimension along the street edge.	**N/A.**	*None proposed*
The top deck of parking structures shall include screen walls, periphery landscape islands, or similar features where visible from public view in order to soften the appearance of the top of the parking structure and screen the view of cars on the top deck of the structure.	**N/A.**	*None proposed*

All top deck lighting shall be screened and directed downward to avoid light spill onto the street below and shall consist of only bollards or building lighting. Light poles are prohibited.	**N/A.**	*None proposed*
Trash Enclosures, Storage Areas, and External Structures: Landscaping, fencing, berms, or other devices integral to overall site and building design shall screen trash enclosures, storage areas, and other external structures.	**Complies.**	*See Planning for plans*
Service yards, refuse and waste-removal areas, loading docks, truck parking areas and other utility areas shall be screened from view by the use of a combination of walls, fences, and dense planting. Screening shall block views to these areas from on-site as well as from public rights of way and adjacent properties.	**Complies.**	*See Planning for plans*
All trash dumpsters shall be provided with solid enclosures. a. Enclosures shall be composed of 6' high solid masonry or decorative precast concrete walls, with opaque gates and self-latching mechanisms to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles. Gates shall be made of opaque metal for durability. Chain-link gates with or without opaque slats are not acceptable. Colors and materials shall be consistent with the main building or use.	**Complies.**	*See Planning for plans*
Where trash enclosures, storage areas, or other external structures are adjacent to parking areas, a 3' landscaped buffer shall be provided that does not impede access into and out of vehicles.	**Complies.**	*See Planning for plans*
These areas shall be well maintained and oriented away from public view. The consolidation of trash areas between buildings is encouraged. The use of modern disposal and recycling techniques is encouraged. This section shall not apply to community or public recycling bins or drop boxes; however, the location shall be determined by city Staff in accordance with the standards herein.	**Complies.**	*See Planning for plans.*
Utility Boxes: Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	**Complies.**	*See Planning for plans.*
Site Design Standards: Non-Residential Development		
Shopping Cart Corrals: Shopping cart corrals are required for big box or mid box retail uses. Roof covers are recommended as the local climate includes wind, rain, and winter snow conditions. If roof covers are utilized they shall blend in with the established building design.	**N/A.**	*None proposed*
The shopping cart corral rail finish shall match or compliment the exterior finishes of the main building through the use of two out of three of the same exterior colors and finishes.	**N/A.**	*None proposed*
Uses Within Buildings: All uses established in any commercial, office warehouse, business park, or industrial zone shall be conducted entirely within a fully enclosed approved building except those uses deemed by the City Council to be customarily and appropriately conducted in the open. Uses which qualify for this exception include vegetation nurseries, home improvement centers with lumber, outdoor cafes, outdoor retail display, car wash vacuums, auto dealerships, and similar uses.	**Complies.**	*See Planning for plans.*
Outdoor Display: All retail product displays shall be located under the buildings' permanent roof structure or on designated display pads within front landscape areas.	**N/A.**	*None proposed*
All display areas shall be clearly defined on the approved Site Plan and designated on the site with a contrasting colored, painted, or striped surface.	**N/A.**	*None proposed*
Display areas shall not block building entries or exits, pedestrian walks, or parking spaces in front of the building. Outdoor display areas shall not spill into walkways or any drive aisle adjacent to a building.	**N/A.**	*None proposed*
Seasonal uses outside of these areas may be approved through the Temporary Use process.	**N/A.**	*None proposed*

Outdoor Storage Standards: Outdoor storage areas shall be located to minimize views from adjacent public rights-of-way, residential development or zones, and adjacent developments. They shall be located behind or to the side of buildings.	**N/A.**	*None proposed*
Outdoor storage shall be screened from public view. Screening shall consist of a solid wall, excluding CMU blocks. Screening shall be a minimum of 6 feet high and may reach a maximum height of 20 feet subject to approval by the Land Use Authority. A building permit is required for all fencing or walls higher than 7 feet. Chain link fencing is prohibited.	**N/A.**	*None proposed*
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	**N/A.**	*None proposed*
A landscape strip with a minimum width of five feet shall be installed next to the screening fence or wall when the storage area is adjacent to or visible from a public right-of-way.	**N/A.**	*None proposed*
Outdoor storage materials must be stored in an orderly manner such that fire codes are met and access to all areas of the yard is possible (e.g. access lanes).	**N/A.**	*None proposed*
The outdoor storage materials may not extend above the height of the fence or wall.	**N/A.**	*None proposed*
Access Requirements: a. Each roadway shall not be more than 40' in width, measured at right angles to the center line of the driveway except as increased by permissible curb return radii; and b. the entire flare of any return radii shall fall within the right-of-way.	**Complies.**	*See Planning for plans.*
Off-Street Truck Loading Space: Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets, alleys, required parking stalls, or accessible stalls.	**Complies.**	*See Planning for plans.*
Screening of Storage & Loading Areas: To alleviate the unsightly appearance of loading facilities, these areas shall not be located on the side(s) of the building facing the public street(s). Such facilities shall be located interior to the site.	**Complies.**	*See Planning for plans.*
Screening for storage and loading areas shall be composed of 6' high solid masonry or architectural precast concrete walls with opaque gates and self-latching mechanisms, to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles.	**Complies.**	*See Planning for plans.*
Gates shall be made of opaque metal for durability. Chain-link gates with opaque slats are prohibited.	**Complies.**	*See Planning for plans.*
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	**Complies.**	*See Planning for plans.*
Trash areas shall be designed to include the screening of large items (e.g. skids and pallets) as well as the trash bin(s) that are needed for the business (unless storage is otherwise accommodated behind required screened storage areas).	**Complies.**	*See Planning for plans.*
Buffers: A wall and landscaping, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an existing agricultural or platted residential use. Such a wall, fence, or landscaping shall be at least 6' in height, unless a wall or fence of a different height is required by the Land Use Authority as part of a site Plan review.	**Complies.**	*See Planning for plans.*
No chain-link or wood fences are permitted as buffering or screening between commercial and residential. Masonry and solid vinyl are suggested types of fences, and as circumstances require, one or the other may be required.	**Complies.**	*See Planning for plans.*
Unless otherwise required by this Title, walls or fences used as a buffer or screen shall not be less than 6' in height.	**Complies.**	*See Planning for plans.*

Parking Lot Buffers: There shall be a minimum of 10' of landscaping between parking areas and side and rear property lines adjacent to agricultural and residential land uses.	**Complies.**	*See Planning for plans.*
Building Buffer: No building shall be closer than 5' from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.	**Complies.**	*See Planning for plans*
Interconnection: All parking and other vehicular use areas shall be interconnected with adjacent non-residential properties in order to allow maximum off-street vehicular circulation.	**Complies.**	*See Planning for plans.*
General Architectural Design Standards		
General standards do not apply one-family and two-family dwellings unless governed under a DA.		
Building Articulation: Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width: i. A combination of vertical and horizontal elevation shifts that together equal at least 5'. ii. Addition of horizontal and vertical divisions by use of textures or materials. iii. Primary material change. iv. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36". v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.	**Complies.**	*See Planning for plans.*
Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.	**N/A.**	*Proposed roof treatment is flat*
Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.	**Complies.**	*See Planning for plans.*
All roofs on three-family and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.	**N/A.**	*Proposed building is non-residential*
Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.	**Complies.**	*See Planning for plans*
Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.	**Complies.**	*See Planning for plans*
Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.	**Complies.**	*See Planning for plans.*
Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.	**Complies.**	*See Planning for plans.*
All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.	**Complies.**	*See Planning for plans*
All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.	**Complies.**	*See Planning for plans*
Backlighting is not permitted.	**Complies.**	*See Planning for plans*

Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.	**Complies.**	*See Planning for plans*
Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.	**Complies.**	*See Planning for plans*
Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.	**Complies.**	*See Planning for plans*
Screening materials shall conform to the color scheme and materials of the primary building.	**Complies.**	*See Planning for plans*
Non-Residential Architectural Design Standards		
Four Sided Architecture: All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	**Complies.**	*See Planning for plans.*
Color and Materials: Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	**Complies.**	*See Planning for plans.*
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	**Complies.**	*See Planning for plans.*
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	**Complies.**	*See Planning for plans.*
No more than 75% of any building elevation shall consist of any one material or color. i. No more than 50% of any building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones, or ii. Office, Warehouse, Flex buildings in approved zones that utilize concrete tilt up construction are exempt from the maximum 75% of one material per elevation requirement but must follow all other architectural standards.	**Complies.**	*See Planning for plans.*
Prohibited Materials: Tiles. Full veneer brick and tiles exceeding ½" in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	**Complies.**	*See Planning for plans.*
Stairways: All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	**Complies.**	*See Planning for plans.*
Roof Drains: All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	**Complies.**	*See Planning for plans.*
Electrical Panels: To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	**Complies.**	*See Planning for plans.*
Street Orientation: All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	**Complies.**	*See Planning for plans.*
At least 35 percent of the first floor elevation(s) of a building that is viewed from a public street shall include windows, and/or glass doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere. For purposes of determining the glass area, the first floor shall be the first 10 feet from the finished floor. This standard does not apply to a single-story retail building of 50,000 square feet or greater provided a single primary tenant occupies the entire building square footage and additional architectural elements are used in City of Saratoga Springs Municipal Code Land Development Code - Title 19.16 Page | 9 place of windows and/or glass doors to include awnings or canopies, and must include roof line changes and horizontal articulation.	**Complies.**	*See Planning for plans*

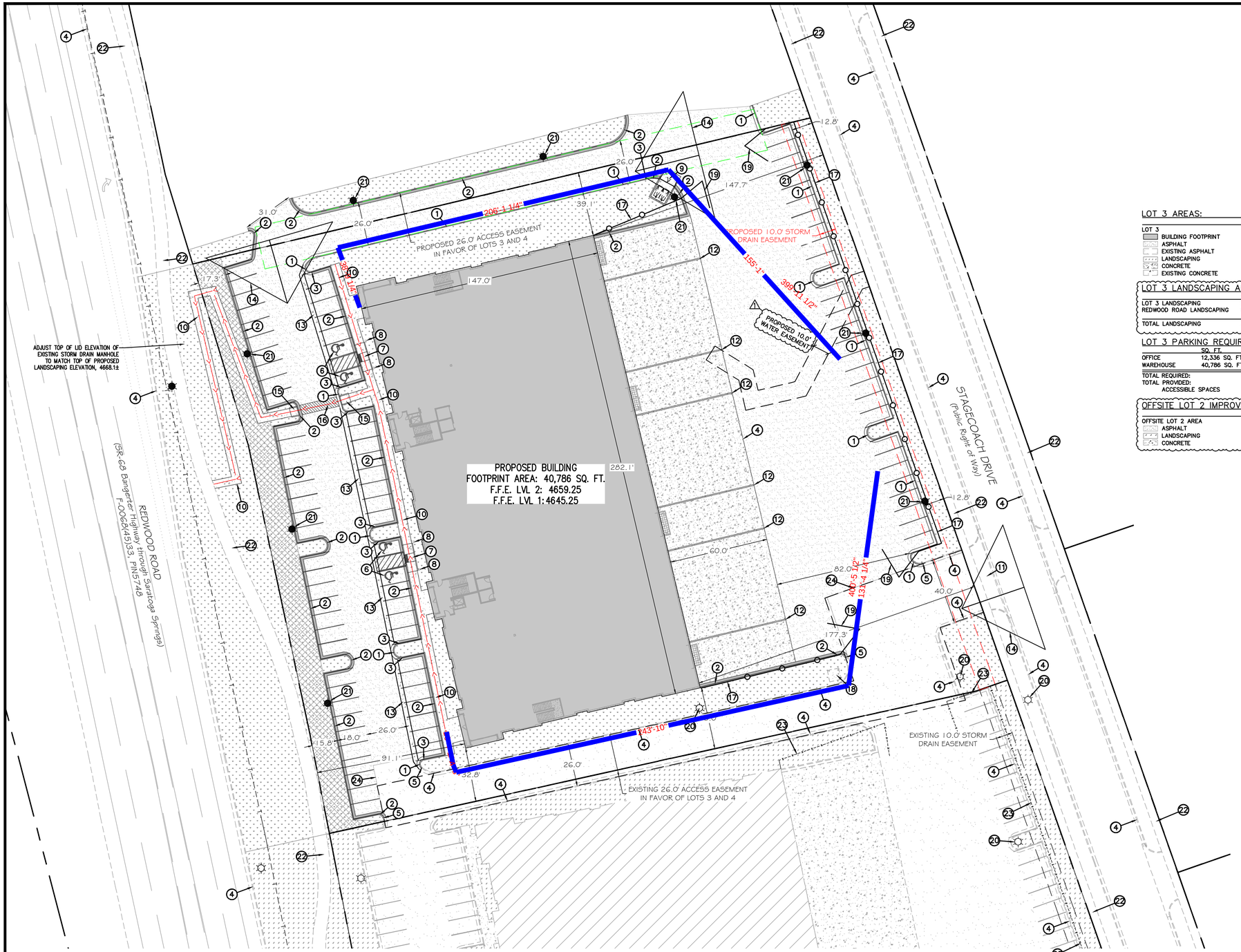
Metal Buildings: Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	**Complies.**	*See Planning for plans.*
All metal buildings shall be designed to have an exterior appearance of conventionally built structures. Stock, "off the shelf" metal buildings are prohibited.	**Complies.**	*See Planning for plans.*
Metal buildings in the Agricultural, Residential Agricultural, and Rural Residential zones shall only be used for agriculture as defined in Section 19.02.02 of the City Code.	**Complies.**	*See Planning for plans.*

19.18 Signs

Regulation	Compliance	Findings
Site Plans require signage information (if tenant known, show location potential location size)	**TBD**	*Sign permit required for all signs*
Monument sign location and details	**TBD**	*Sign permit required for all signs*
Wall signs and potential locations and details	**TBD**	*Sign permit required for all signs*

Fiscal Impact

Regulation	Findings
Is there any City maintained open space?	*None*
What is the anticipated cost to the City?	*None*
When will City maintenance begin?	*None*



Benchmark Info

NORTHWEST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. (FOUND UTAH COUNTY BRASS CAP MONUMENT)
ELEVATION: 4396.16

LEGAL DESCRIPTION:
LOT 3 OF THE NORTHERN FRONTIER BUSINESS PARK SUBDIVISION

0 30 60 90
Scale in Feet

SEE COVER SHEET FOR PROJECT LEGEND

SHEET LEGEND

- SENSITIVE LANDS AREA
- ADA PEDESTRIAN ROUTE

LOT 3 AREAS:

	SQ. FT. / ACRES
LOT 3	143,279 SQ. FT. / 3.29 ACRES
BUILDING FOOTPRINT	40,786 SQ. FT. / 0.94 ACRES
ASPHALT	43,958 SQ. FT. / 1.01 ACRES
EXISTING ASPHALT	12,039 SQ. FT. / 0.28 ACRES
LANDSCAPING	21,821 SQ. FT. / 0.50 ACRES
CONCRETE	35,958 SQ. FT. / 0.83 ACRES
EXISTING CONCRETE	757 SQ. FT. / 0.02 ACRES

LOT 3 LANDSCAPING AREAS:

	SQ. FT.	CITY REQ'T
LOT 3 LANDSCAPING	21,821 SQ. FT.	
REDWOOD ROAD LANDSCAPING	13,799 SQ. FT.	
TOTAL LANDSCAPING	35,620 SQ. FT.	(20% MIN, 24.86% PROVIDED)

LOT 3 PARKING REQUIREMENTS:

	SQ. FT.	CITY REQ'T
OFFICE	12,336 SQ. FT.	49.34 (4/1000)
WAREHOUSE	40,786 SQ. FT.	40.79 (1/1000)
TOTAL REQUIRED:		91 (90.13)
TOTAL PROVIDED:		91
ACCESSIBLE SPACES		4 (4 REQ'D 76 TO 100)

OFFSITE LOT 2 IMPROVEMENT AREAS:

	SQ. FT. / ACRES
OFFSITE LOT 2 AREA	8,580 SQ. FT. / 0.20 ACRES
ASPHALT	4,598 SQ. FT. / 0.11 ACRES
LANDSCAPING	3,472 SQ. FT. / 0.08 ACRES
CONCRETE	511 SQ. FT. / 0.01 ACRES

SITE PLAN NOTES:

1. PROPOSED 24" CURB & GUTTER. SEE DETAIL 1/C4.0.
2. PROPOSED 24" REV PAN CURB & GUTTER. SEE DETAIL 2/C4.0.
3. PROVIDE A SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER. MIN LENGTH 3'.
4. EXISTING CURB & GUTTER, TO REMAIN.
5. PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING CURB & GUTTER.
6. ALL HANDICAP STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 7/C4.0.
7. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 3/C4.0.
8. PROPOSED ADA SIGN. SEE DETAIL 8/4.0.
9. INSTALL TRASH ENCLOSURE. SEE SHEET G010 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
10. INSTALL 6' SIDEWALK PER SARATOGA SPRINGS STD. ST-1. SEE DETAIL SHEET C4.3.
11. EXISTING 40' WIDE DRIVE APPROACH TO REMAIN.
12. PROPOSED DOCK WALL, SEE STRUCTURAL PLANS FOR DETAILS.
13. PROPOSED 3' ROLL GUTTER, SEE DETAIL 6/C4.0.
14. CLEAR SIGHT TRIANGLE.
15. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 9/C4.0.
16. PAINTED PEDESTRIAN WALKWAY.
17. PROPOSED FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
18. PROPOSED TRANSFORMER PAD. SEE ELECTRICAL PLANS FOR DETAILS.
19. PROPOSED GATE. SEE ARCHITECTURAL PLANS FOR DETAILS.
20. EXISTING LIGHT POLE.
21. PROPOSED LIGHT POLE. SEE ELECTRICAL DRAWINGS FOR DETAILS.
22. EXISTING SIDEWALK.
23. EXISTING FENCE.
24. SAWCUT EXISTING ASPHALT TO PROVIDE A SMOOTH EDGE FOR PROPOSED ASPHALT TO MATCH TO.

OUTDOOR DISPLAY NOTE:
1. ALL RETAIL PRODUCT DISPLAYS SHALL BE LOCATED UNDER THE BUILDING'S DISPLAY PADS WITHIN FRONT LANDSCAPE AREAS.
2. ALL DISPLAY AREAS SHALL BE CLEARLY DEFINED ON THE APPROVED SITE PLAN AND DESIGNATED ON THE SITE WITH A CONTRACTING COLORED, PAINTED, OR STRIPED SURFACE.
3. DISPLAY AREAS SHALL NOT BLOCK BUILDING ENTRIES OR EXITS, PEDESTRIAN WALKS, OR PARKING SPACES IN FRONT OF THE BUILDING. OUTDOOR DISPLAY AREAS SHALL NOT SPILL INTO WALKWAYS OR ANY DRIVE AISLE ADJACENT TO A BUILDING.

COMPLIANCE NOTE: THIS PROJECT COMPLIES WITH THE CITY'S ADOPTED LAND USE ELEMENT OF THE GENERAL PLAN

ADA NOTE: ALL APPLICABLE ELEMENTS OF SARATOGA SPRINGS CODE 19.09.07 WITH RESPECT TO ACCESSIBLE PARKING WILL BE ADHERED TO.

ENCROACHMENT NOTE: A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE CITY OF SARATOGA SPRINGS PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY. APPLY FOR AN ENCROACHMENT PERMIT AT HTTPS://CITYWORKS.SARATOGASPRINGSCITY.COM/PUBLICACCESS/TEMPLATE/LOGIN.ASPX

Blue Stakes of UTAH 811 — Bluestakes.org

NO.	REVISIONS	BY	DATE
1	COMMENTS	TLH	08/02/24

DESIGNER: TLH PROJECT ENGINEER: TLH

CIR CIVIL ENGINEERING + SURVEYING
10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - 801-949-6296

NORTHERN FRONTIER BUSINESS PARK - LOT 3

2284 NORTH REDWOOD ROAD, SARATOGA SPRINGS, UT 84045

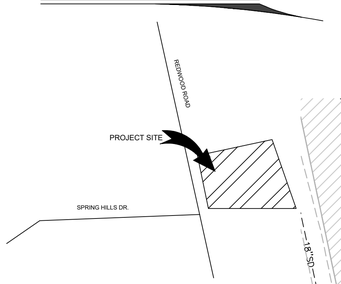
SITE PLAN

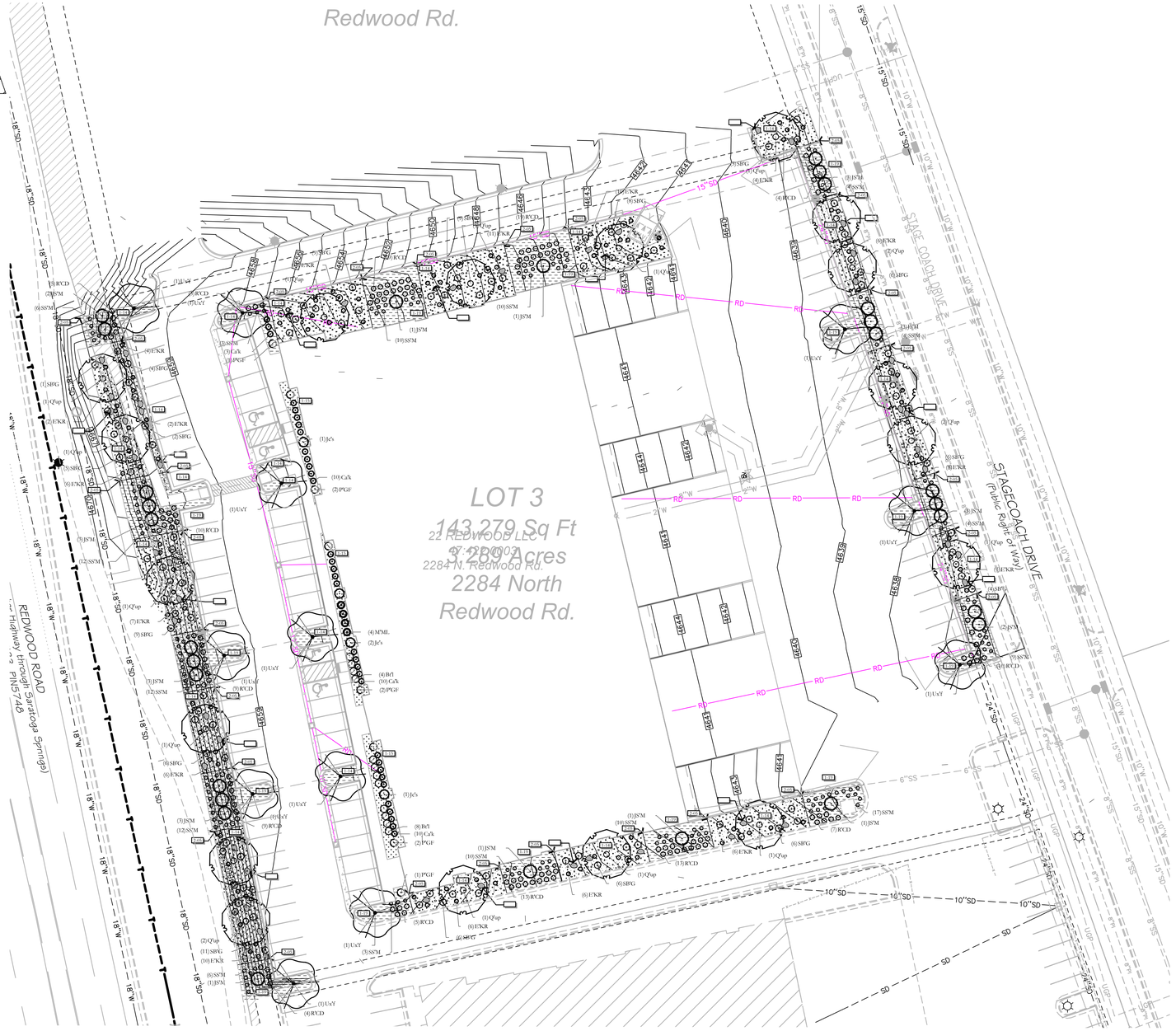
PROFESSIONAL ENGINEER
No. 12072623
TREVOR L HODGSON
STATE OF UTAH

SHEET NO.
C1.0

PROJECT ID	DATE:
E23-165	06/10/24
FILE NAME: PRJ-NF3	SCALE: 1"=30'

VICINITY MAP





PLANT LEGEND

(NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
CONIFERS						
	Jc's	4	Juniperus chinensis `Spartan` Spartan Juniper low, 15x6; sun; z4; Utah Lake water tolerant	B & B		6` DROUG TOLERA
	JS'M	28	Juniperus scopulorum `Moonglow` Moonglow Juniper Te2, 18x8; AV 20; sun; z3; Utah Lake water tolerant	B & B		6` DROUG TOLERA
DECIDUOUS TREES						
	Q'up	18	Quercus macrocarpa `Urban Pinnacle` Urban Pinnacle Oak Td3; 55x25; AV 1256; sun; z3; Utah Lake water tolerant	B & B	2"Cal	DROUGHT TOLERANT
	Us'f	12	Ulmus x `Frontier` Frontier Elm Td3; 35x25; AV 490; sun; z4; Utah Lake water tolerant	B & B	2"Cal	DROUGHT TOLERANT
SYMBOL	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**		
DECIDUOUS SHRUBS						
	B'l	12	Berberis thunbergii `BailErin` TM Limoncello Barberry Sd3; 4x4; AV28; full to partial sun; z4	5 gal		
	P'GF	8	Potentilla fruticosa 'Goldfinger' Goldfinger Bush Cinquefoil	5 gal		DROUGHT TOLERANT
	SB'G	101	Spiraea betulifolia `Tor Gold` TM Glow Girl Birchleaf Spirea moderate; 3-4 x 3-4; sun to part sun; z3	5 gal		DROUGHT TOLERANT
GRASSES						
	Ca'k	33	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass Tw2; 4x3; AV 7; sun; z4; Utah Lake water tolerant	1 gal		DROUGHT TOLERANT
	M'ML	4	Miscanthus sinensis `Morning Light` Morning Light Maiden Grass Tw2; 5x4; AV 32; sun to light shade; z5; Utah Lake water tolerant	2 gal		DROUGHT TOLERANT
	SS'M	132	Schizachyrium scoparium `MinnblueA` Blue Heaven Little Bluestem Tw1; 3x2; AV 4.5; sun; z3; Utah Lake water tolerant	1 gal		DROUGHT TOLERANT
PERENNIALS						
	E'KR	108	Echinacea x 'TNECHKR' Kismet® Raspberry Coneflower Moderate; 12-18"x24"; sun; z4; Utah Lake water tolerant	1 gal		DROUGHT TOLERANT
ROSES						
	R'CD	130	Rosa x `Meidrifora` TM Coral Drift Groundcover Rose moderate; 1.5 x 2.5; sun; z4; Utah Lake water tolerant	5 gal		DROUGHT TOLERANT

SITE MATERIALS LEGEND

NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
1-14	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	13,302 sf
1-15	1" MINUS GREY CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	1,344 sf
1-19	2-4" GREY CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	7,619 sf
SYMBOL	2 HARDSCAPE DESCRIPTION	QTY
2-05	5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	454 lf

ISSUE DATE: 8/8/2024

PROJECT NUMBER: UT24076

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
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5		
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7		

PLAN INFORMATION

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

0' 15' 30' 60' 120'
GRAPHIC SCALE: 1" = 30'

PROJECT INFORMATION

NORTHERN FRONTIER
LOT 3
2238 N. REDWOOD RD.
SARATOGA SPRINGS, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

AE URBIA
909 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
801-575-6455

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LANDSCAPE ARCHITECT / PLANNER

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

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEROME AINSWORTH
8128121-5301
8/8/2024
ELECTRONIC SEAL
STATE OF UTAH

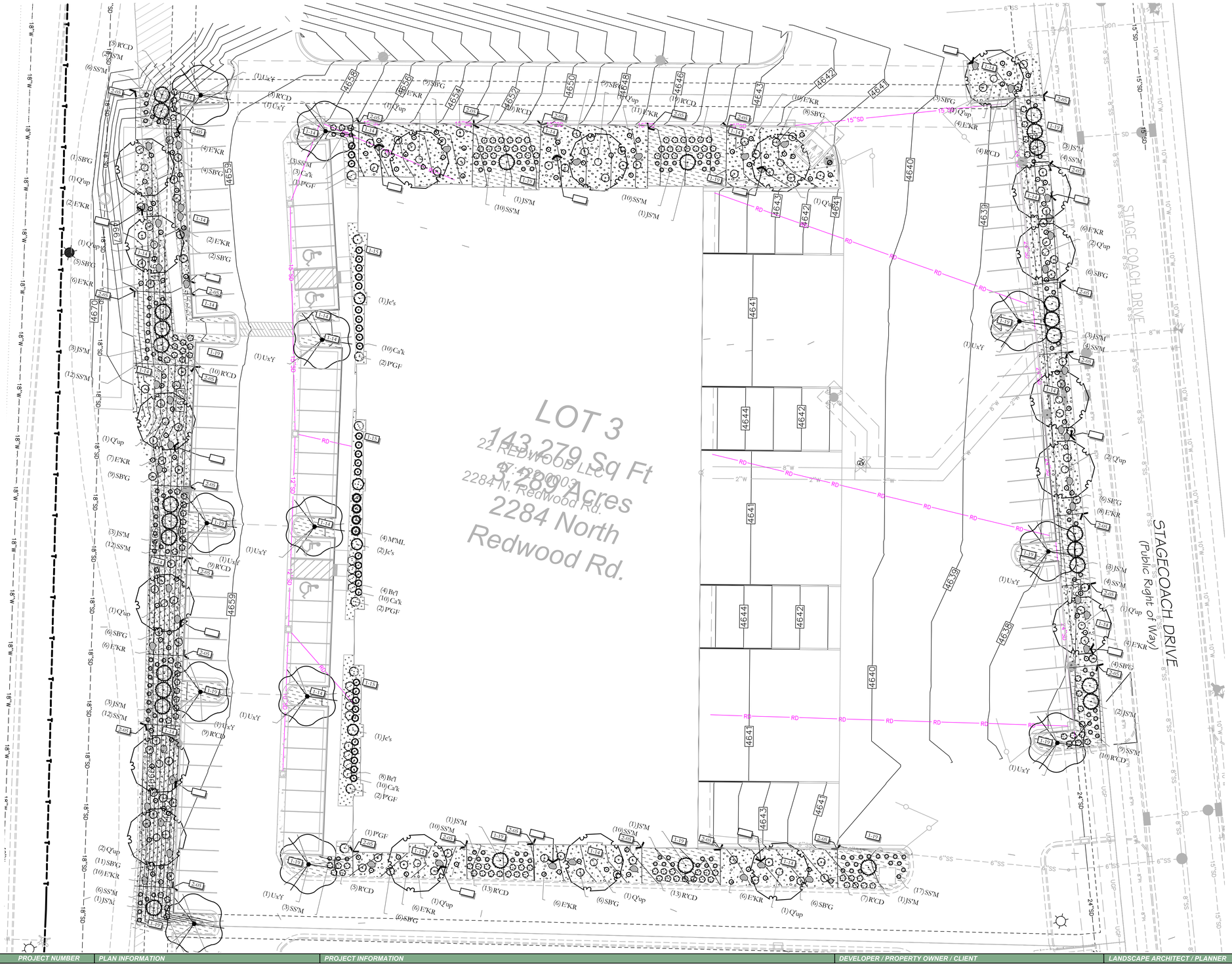
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	8/8/2024

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100



ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/8/2024	UT24076		NORTHERN FRONTIER LOT 3 2238 N. REDWOOD RD. SARATOGA SPRINGS, UTAH	AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455	PKJ DESIGN GROUP Landscape Architecture / Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com	JEREMY ANDREW ASHWORTH 8128121-5301 LICENSED LANDSCAPE ARCHITECT 8/8/2024 ELECTRONIC SEAL STATE OF UTAH	PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 8/8/2024

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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7		

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UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

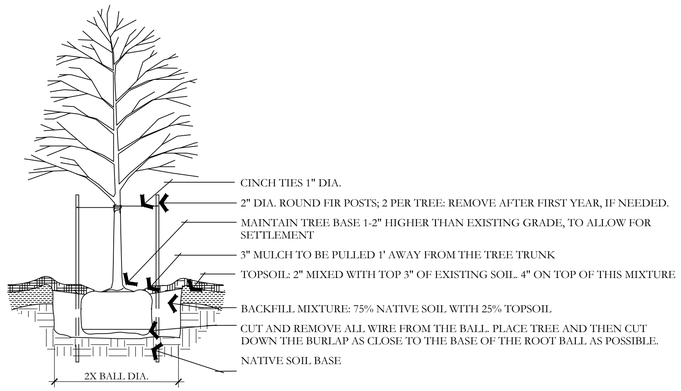
0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

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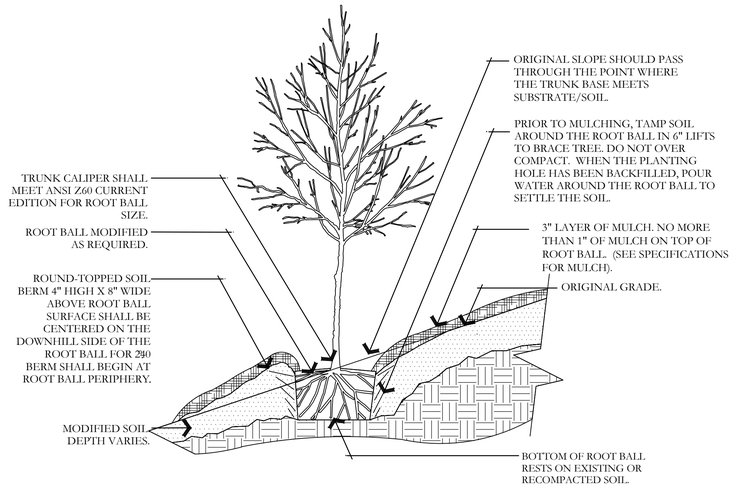
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LANDSCAPE PLAN
CITY PERMIT SET

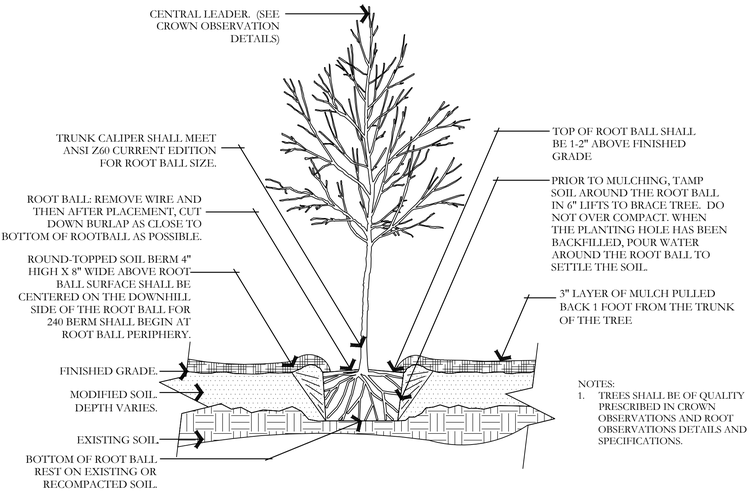
LP-102



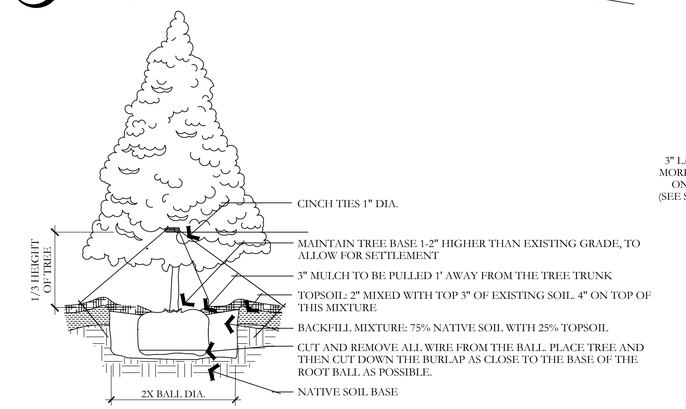
A DECIDUOUS TREE PLANTING
NOT TO SCALE
PKJ DESIGN GROUP



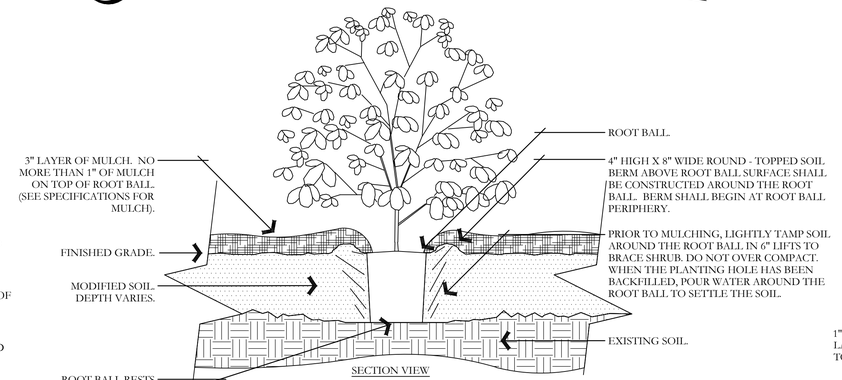
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE
PKJ DESIGN GROUP



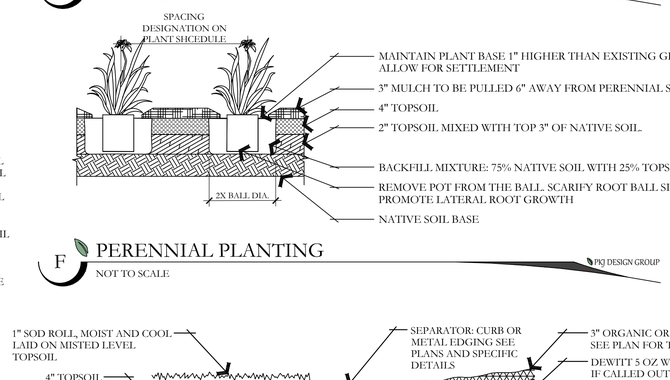
C TREE W/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE
PKJ DESIGN GROUP



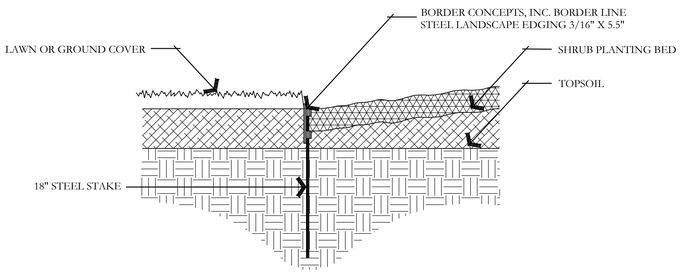
D EVERGREEN TREE PLANTING
NOT TO SCALE
PKJ DESIGN GROUP



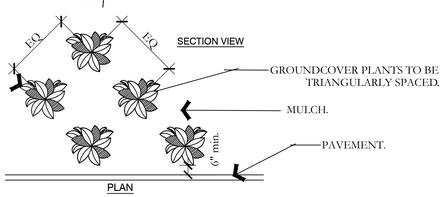
E SHRUB - MODIFIED SOIL
NOT TO SCALE
PKJ DESIGN GROUP



F PERENNIAL PLANTING
NOT TO SCALE
PKJ DESIGN GROUP

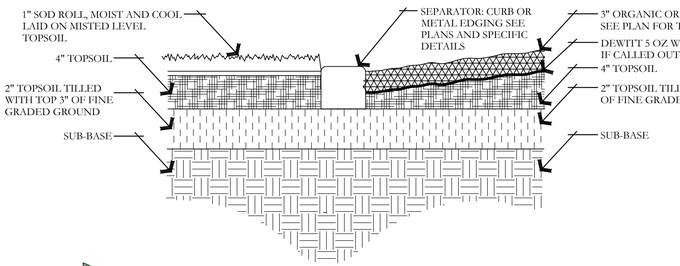


G METAL EDGING DETAIL
NOT TO SCALE
PKJ DESIGN GROUP

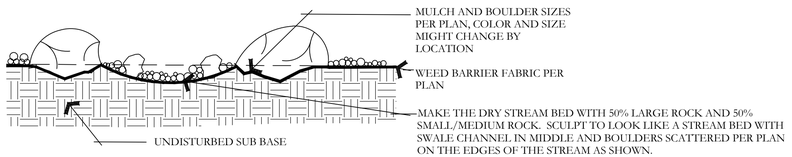


NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION. THAT GROW
2- SMALL ROOTS AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE
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I SOD LAYING/MULCH DETAIL
NOT TO SCALE
PKJ DESIGN GROUP



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE
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ISSUE DATE	PROJECT NUMBER
8/8/2024	UT24076

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
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5		
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811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
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PLAN INFORMATION

PROJECT INFORMATION

NORTHERN FRONTIER
LOT 3
2238 N. REDWOOD RD.
SARATOGA SPRINGS, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

AE URBIA
909 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
801-575-6455

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LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
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LICENSE STAMP

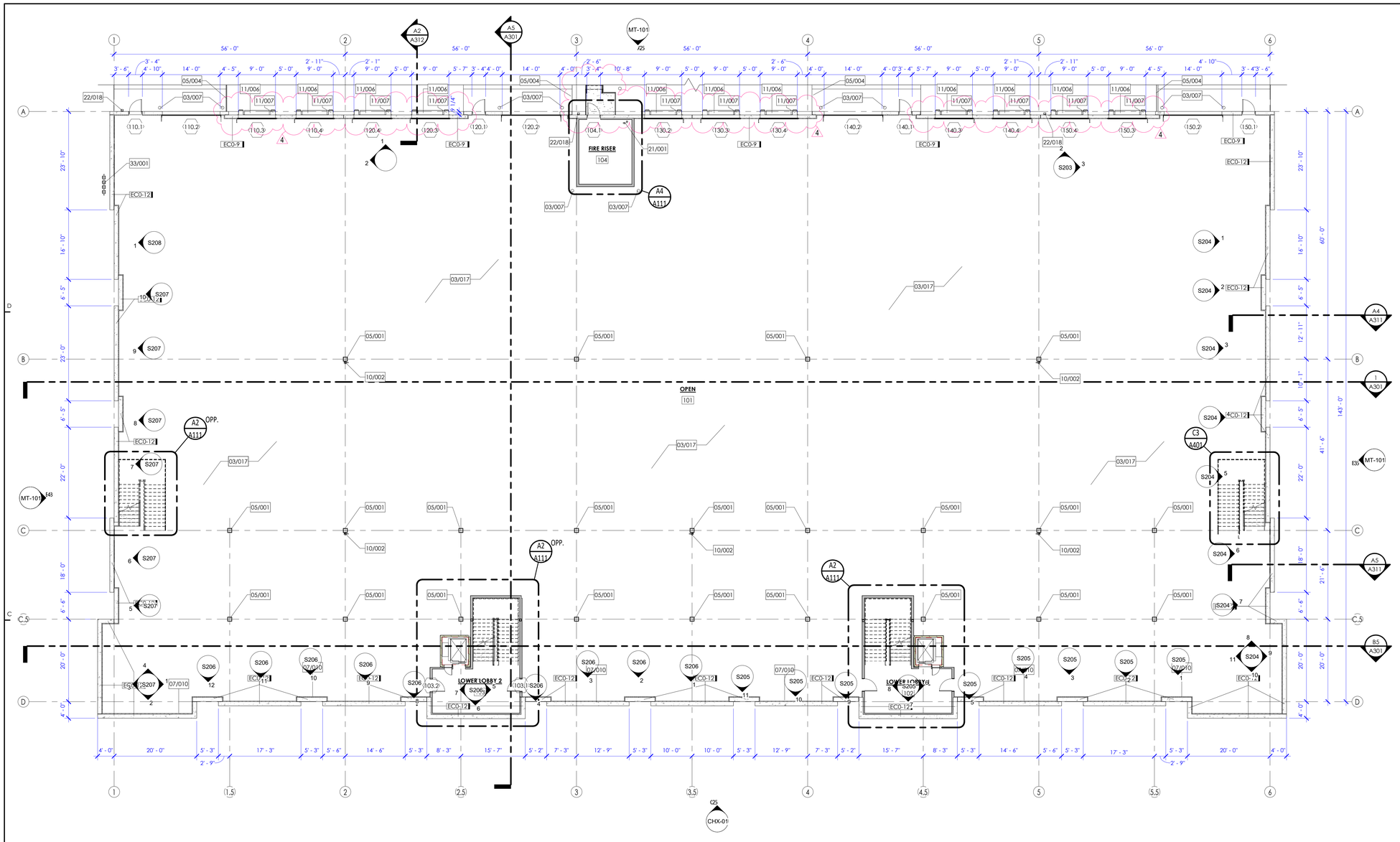
LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
6/8/2024
STATE OF UTAH

DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	8/8/2024

LANDSCAPE DETAILS

CITY PERMIT SET

LP-501



B5 A101 **LEVEL 1**
3/32" = 1'-0"

0 4' 8' 16'
GRAPHIC SCALE

KEYNOTE LEGEND	
03/007	CONCRETE FILLED STEEL BOLLARD.
03/017	CONCRETE SLAB ON GRADE. SEE STRUCTURAL FOR SIZE AND REINFORCING
05/001	STRUCTURAL STEEL COLUMN - SEE STRUCTURAL
05/004	42" GUARDRAILING - PROVIDE SUBMITTAL FOR APPROVAL PRIOR TO FABRICATION
07/010	RIGID INSULATION; TYPICAL AT ALL EXTERIOR PERIMETER WALLS
10/002	MOUNTED FIRE EXTINGUISHER; 4A:40B:C, WALL BRACKET MOUNT, SEE DETAIL. FIRE MARSHAL TO APPROVE ALL FINAL LOCATIONS
11/006	DOCK BUMPERS, PAINT EXPOSED CONCRETE BETWEEN BUMPERS
11/007	DOCK SEALS TO BE INSTALLED AT TENANT IMPROVEMENT
21/001	FIRE RISER - SEE DEFERRED FIRE SYSTEMS SUBMITTALS: ALL WATER BASED FIRE SYSTEMS SHALL BE CONSTRUED WITH THE FOLLOWING CLEARANCES,: a. MINIMUM OF 12" THAT IS UNOBSTRUCTED FROM ALL WALLS TO THE FIRE APPLIANCES (VALVES AND RISER TRIM) TO INCLUDE MULTIPLE RISERS WHICH ARE SUPPLIED BY ONE OR MORE SUPPLY MAINS. b. A MINIMUM OF 36" SHALL BE PROVIDED IN FRONT OF THE APPLIANCES LISTED ABOVE. c. RISER ROOMS SHALL BE PROVIDED WITH A CLEAR AND UNOBSTRUCTED PASSAGEWAY TO THE RISER ROOM NOT LESS THAN 36" AND THE OPENING INTO THE ROOM SHALL BE CLEAR AND UNOBSTRUCTED WITH DOORS SWINGING IN THE OUTWARD DIRECTION FROM THE ROOM AND OPENING PROVIDING A CLEAR WIDTH OF NOT LESS THAN 34" AND A CLEAR HEIGHT OF THE DORR OPENING SHALL NOT BE LESS THAN 80".
22/018	6" COW TONGUE DRAIN; SEE PLUMBING PLANS FOR DETAILS
33/001	GAS METERS, SEE MECHANICAL DRAWINGS

GENERAL NOTES

1. INTERIOR DIMENSION AT FACE OF STUD. EXTERIOR DIMENSIONS AT FACE OF TILT-UP PANEL.
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO VERIFY ALL COLORS AND MATERIALS.
3. INSTALL ALL MATERIALS PER MANUFACTURERS RECOMMENDATION.
4. ALL GYP. BOARD SURFACES TO BE TAPED, SANDED, AND PRIMED.
5. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS.
6. COORDINATE ALL WINDOWS HEAD HEIGHTS AND SIZES WITH ELEVATIONS AND SCHEDULES.
7. FIRE RATED ASSEMBLIES SHALL BE CONTINUOUS BOTH HORIZONTALLY AND VERTICALLY AND SHALL EXTEND FROM RATED ASSEMBLY TO RATED ASSEMBLY. FIRE CAULK ALL PENETRATIONS.
8. FIRE EXTINGUISHERS, SMOKE DETECTORS, OTHER EMERGENCY DEVICE LOCATIONS, AND RATINGS SHALL BE APPROVED BY FIRE MARSHAL PRIOR TO INSTALLATION.
9. FRAMING CONTRACTOR SHALL PROVIDE ADDITIONAL BLOCKING THROUGHOUT THE PROJECT AS REQUIRED TO ACCOMMODATE WALL-MOUNTED FURNISHINGS, ARTWORK, ETC.
10. DOORS SHALL BE LOCATED 6" OFF OF ADJACENT WALL UNLESS NOTED OTHERWISE.
11. CONTRACTOR IS TO PROVIDE SUBMITTALS AND SHOP DRAWINGS ON ALL KEYNOTED ITEMS FOR APPROVAL FROM OWNER/ARCHITECT.
12. PRIOR TO ORDERING ANY EXTERIOR FINISHES, THE CONTRACTOR IS TO VERIFY ALL COLORS AND TYPES OF MATERIALS WITH OWNER/ARCHITECT
13. ALL ASPECTS OF THIS PROJECT SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AND THE ASSOCIATED DETAILS - SEE G003 AND G004. IF CONFLICTS OCCUR WHICH MAKE COMPLIANCE WITH THE ADA IMPOSSIBLE, NOTIFY ARCHITECT IMMEDIATELY BEFORE CONTINUING THE WORK.

LEGEND

- 145-2 = DOOR TAGS
- A = STOREFRONT WALL TAGS
- xx/xxx = KEYNOTE TAGS
- 100 = ROOM NUMBER
- C6 = WALL TYPE TAGS; SEE WALL TYPES ON G006
  - "C" = WALL TYPE
  - "6" = STUD SIZE
- x / x/x = DETAILS CALL-OUTS TAGS
- x / x.x = SECTION CUTS TAGS

NORTH

aeurbia
architects and engineers
909 West South Jordan Parkway
south jordan, utah 84095
phone: 801.746.0456 fax: 801.575.6456
webpage: aeurbia.com

PRELIMINARY NOT FOR CONSTRUCTION
8/6/2024 3:24:28 PM

NORTHERN FRONTIER BP - LOT 3
HADCO CONSTRUCTION
2238 N. REDWOOD RD., SARATOGA SPRINGS, UT 84045

Revision Schedule		
MARK	DESCRIPTION	Revision Date
4	Planning Comments	08/06/2024

AE2023.369

LEVEL 01 FLOOR PLAN

DATE: **06/27/2024**

SHEET #:

A101

PERMIT SET

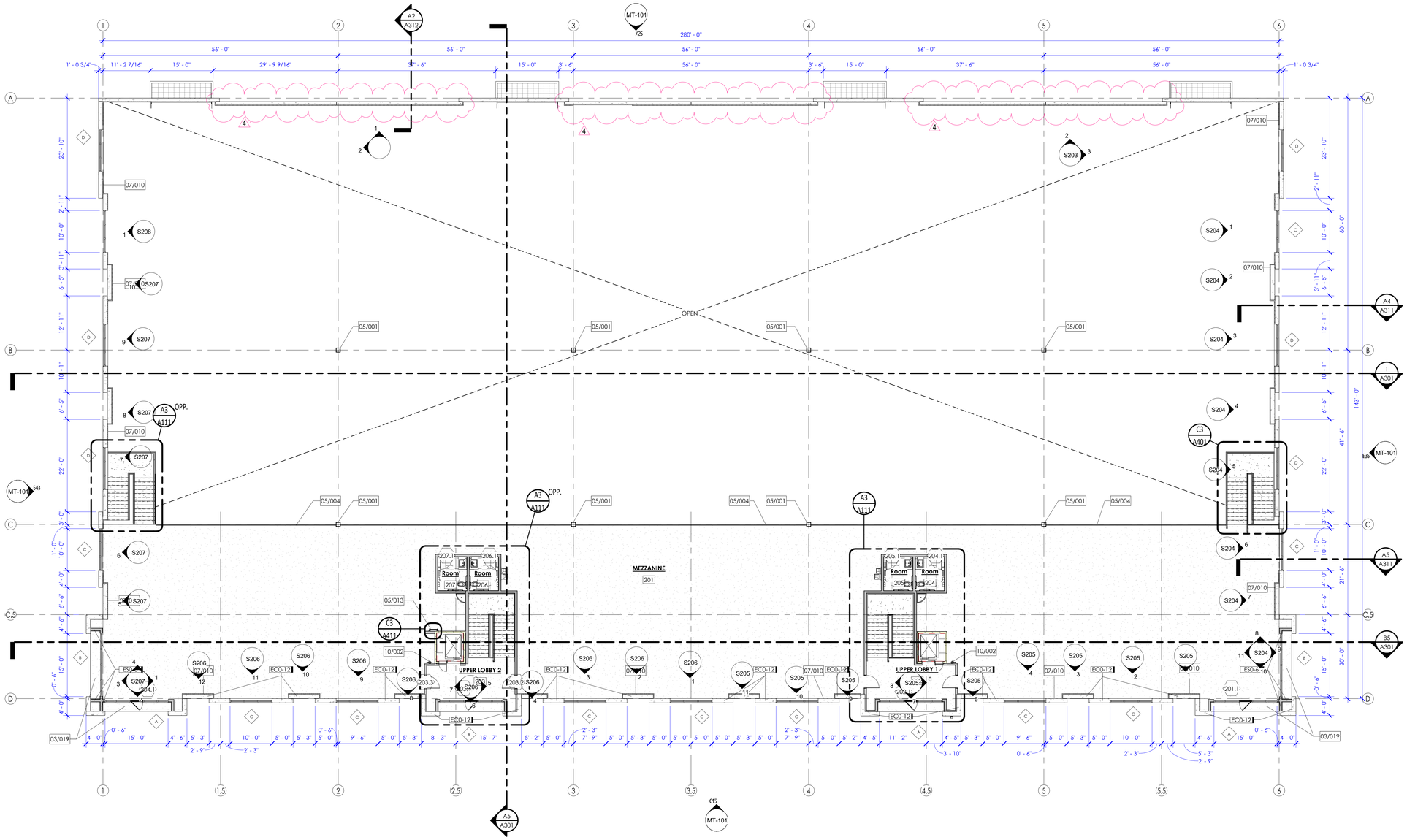
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©:\Users\ehernandez\Documents\AE2023.369 - Northern Frontier - Lot 3_eriverlit2wwrks.rvt

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KEYNOTE LEGEND	
03/019	PROVIDE XYPEX ADMIX IN CONCRETE MIX AT EXPOSED EXTERIOR SUSPENDED SLAB CONDITIONS, TYPICAL
05/001	STRUCTURAL STEEL COLUMN - SEE STRUCTURAL
05/004	42" GUARDRAILING - PROVIDE SUBMITTAL FOR APPROVAL PRIOR TO FABRICATION
05/013	ROOF ACCESS LADDER - PROVIDE SUBMITTAL FOR APPROVAL PRIOR TO FABRICATION
07/010	RIGID INSULATION; TYPICAL AT ALL EXTERIOR PERIMETER WALLS
10/002	MOUNTED FIRE EXTINGUISHER, 4A:40B:C, WALL BRACKET MOUNT, SEE DETAIL, FIRE MARSHAL TO APPROVE ALL FINAL LOCATIONS



B5 A102 **LEVEL 2**

3/32" = 1'-0"

0 4' 8' 16'

GRAPHIC SCALE

GENERAL NOTES

1. INTERIOR DIMENSION AT FACE OF STUD. EXTERIOR DIMENSIONS AT FACE OF TILT-UP PANEL.
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO VERIFY ALL COLORS AND MATERIALS.
3. INSTALL ALL MATERIALS PER MANUFACTURERS RECOMMENDATION.
4. ALL GYP. BOARD SURFACES TO BE TAPED, SANDED, AND PRIMED.
5. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS.
6. COORDINATE ALL WINDOWS HEAD HEIGHTS AND SIZES WITH ELEVATIONS AND SCHEDULES.
7. FIRE RATED ASSEMBLIES SHALL BE CONTINUOUS BOTH HORIZONTALLY AND VERTICALLY AND SHALL EXTEND FROM RATED ASSEMBLY TO RATED ASSEMBLY. FIRE CAULK ALL PENETRATIONS.
8. FIRE EXTINGUISHERS, SMOKE DETECTORS, OTHER EMERGENCY DEVICE LOCATIONS, AND RATINGS SHALL BE APPROVED BY FIRE MARSHAL PRIOR TO INSTALLATION.
9. FRAMING CONTRACTOR SHALL PROVIDE ADDITIONAL BLOCKING THROUGHOUT THE PROJECT AS REQUIRED TO ACCOMMODATE WALL-MOUNTED FURNISHINGS, ARTWORK, ETC.
10. DOORS SHALL BE LOCATED 6" OFF OF ADJACENT WALL UNLESS NOTED OTHERWISE.
11. CONTRACTOR IS TO PROVIDE SUBMITTALS AND SHOP DRAWINGS ON ALL KEYNOTED ITEMS FOR APPROVAL FROM OWNER/ARCHITECT.
12. PRIOR TO ORDERING ANY EXTERIOR FINISHES, THE CONTRACTOR IS TO VERIFY ALL COLORS AND TYPES OF MATERIALS WITH OWNER/ARCHITECT
13. ALL ASPECTS OF THIS PROJECT SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AND THE ASSOCIATED DETAILS - SEE G003 AND G004. IF CONFLICTS OCCUR WHICH MAKE COMPLIANCE WITH THE ADA IMPOSSIBLE, NOTIFY ARCHITECT IMMEDIATELY BEFORE CONTINUING THE WORK.

LEGEND

- (45-2) = DOOR TAGS
- (A) = STOREFRONT WALL TAGS
- xx/xxx = KEYNOTE TAGS
- 100 = ROOM NUMBER
- C6 = WALL TYPE TAGS; SEE WALL TYPES ON G006
  - "C" = WALL TYPE
  - "6" = STUD SIZE
- (x / x/x) = DETAILS CALL-OUTS TAGS
- (x / x.x) = SECTION CUTS TAGS

NORTH

aeurbia
architects and engineers
909 West South Jordan Parkway
south jordan, utah 84095
phone: 801.746.0456 - fax: 801.575.6456
webpage: aeurbia.com

PRELIMINARY NOT FOR CONSTRUCTION

8/6/2024 3:24:30 PM

NORTHERN FRONTIER BP - LOT 3

HADCO CONSTRUCTION

2238 N. REDWOOD RD., SARATOGA SPRINGS, UT 84045

Revision Schedule			
MARK	DESCRIPTION	Revision Date	
4	Planning Comments	08/06/2024	

AE2023.369

LEVEL 02 FLOOR PLAN

DATE: **06/27/2024**

SHEET #:

A102

PERMIT SET

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8/6/2024 3:24:34 PM

KEYNOTE LEGEND	
03/007	CONCRETE FILLED STEEL BOLLARD.
05/019	METAL PARAPET WALL CAP; TYPICAL ON ALL WALLS. TO BE ANNODIZED ALUMINUM FINISH
05/030	METAL CANOPY
09/006	STUCCO WALL SWEEP
09/007	EIFS CORNICE
10/004	EXTERIOR SIGNAGE BY OWNER. SIGNAGE IS TO BE REVIEWED AND PERMITTED UNDER A SEPARATE SIGN PERMIT APPLICATION
22/018	6" COW TONGUE DRAIN: SEE PLUMBING PLANS FOR DETAILS
26/006	LIGHT FIXTURE: SEE ELECTRICAL PLANS FOR DETAILS
33/001	GAS METERS, SEE MECHANICAL DRAWINGS

LEGEND:

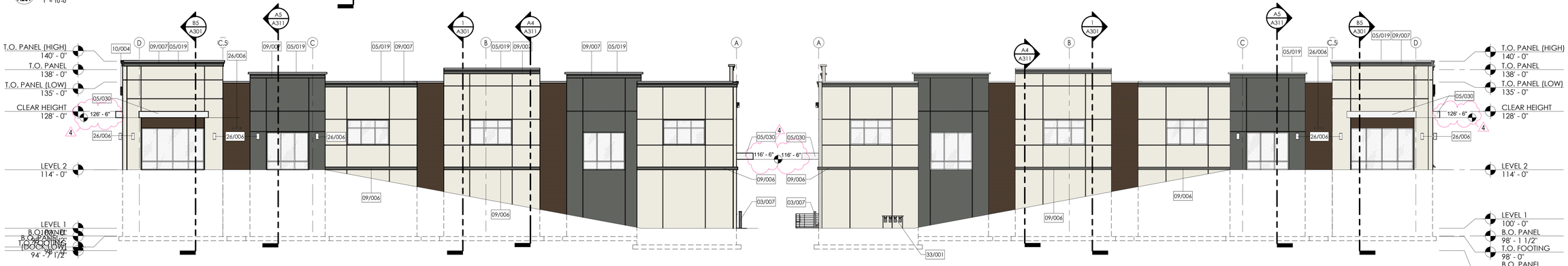
- FINISHED CONCRETE TILT UP PANEL - SW GRIZZLE GRAY (9,997 SF. - 42%)
- FINISHED CONCRETE TILT UP PANEL - SW ALABASTER (9,252 SF. - 39%)
- SIMULATED LAP WOOD SIDING - WOODTONE RUSTIC SERIES 'SUMMER WHEAT' OR EQUAL (BOARD FORMED CONCRETE TO MATCH) (2,368 SF. - 10%)
- ACCENT ALUMINUM FINISHES - TRIM, WINDOWS/DOOR, CANOPIES, LIGHTS (2,320 SF. - 9%)

GENERAL EXTERIOR FINISH NOTES:

1. ALL EXTERIOR CONCRETE WALLS THAT REQUIRE PAINTING SHALL BE SACK AND PATCHED PRIOR TO PAINTING.
2. REFER TO ELECTRICAL SHEETS FOR ALL EXTERIOR LIGHTING AND COORDINATE ALL NECESSARY POWER LOCATIONS APPROPRIATELY.
3. SEE DETAILS ON A502 FOR TYPICAL CONCRETE REVEALS AND PANEL JOINTS.
4. CAULK AND SEAL ALL EXTERIOR JOINTS WITH APPROVED POLYURETHANE SEALANT.
5. REFER TO MECHANICAL COM-CHECK FOR GLAZING STANDARDS.
6. PROVIDE AN ADRESS ON THE BUILFING WHICH IS ASSIGNED BY THE CITY ENGINEERING DEPARTMENT. IF THE SPACE IS SUBDIVIDED THEN THE UNIT NUMBER OR LETTER SHALL BE PLACED ON OR NEAR THE ENTRANCE OF THE UNIT. THESE NUMBERS AND LETTERS SHALL BE VISIBLE FROM THE STREET AND BE A MINIMUM 6 INCHES HIGH AND A STROKE OF 1/2 INCH. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. THIS ADDRESS SHALL BE CONTRASTING COLOR OF THE BACKGROUND.

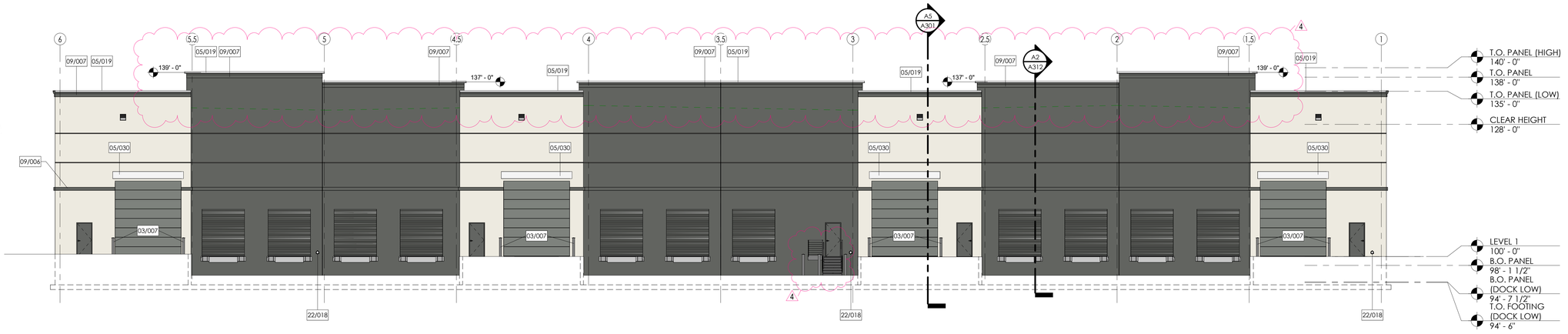


C5 A201 **FRONT ELEVATION**
1" = 10'-0"



B5 A201 **SIDE ELEVATION 01**
1" = 10'-0"

B3 A201 **SIDE ELEVATION 02**
1" = 10'-0"



A5 A201 **BACK ELEVATION**
1" = 10'-0"

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PRELIMINARY NOT FOR CONSTRUCTION
8/6/2024 3:24:34 PM

NORTHERN FRONTIER BP - LOT 3
HADCO CONSTRUCTION
2238 N. REDWOOD RD., SARATOGA SPRINGS, UT 84045

Revision Schedule

MARK	DESCRIPTION	Revision Date
4	Planning Comments	08/06/2024

AE2023.369

ELEVATION

DATE: 06/27/2024

SHEET #:

A201

PERMIT SET

8/6/2024 3:24:34 PM

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MINUTES – Planning Commission

Thursday, September 26, 2024
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 Reed Ryan.

1. **Pledge of Allegiance -** led by Commissioner Jack K. Mangum.
2. **Roll Call** – A quorum was present.

Present:
Commission Members: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
Staff: Sarah Carroll, Planning Director; Kendal Black, Planner II; David Jellen, Planner II; Rulon Hopkins, Assistant City Attorney; Dan McRae, Engineer; Wendy Wells, Deputy Recorder.
Others: City Council Member Lance Wadman, Austin Cooper, Thomas Lehnardt, Brent Pace, Richard Veasey, Brenda Atwood, Lance Atwood, Jeff Atwood, Adam Dean, Tina Smith.
Excused: Commissioner Scott A. Hill, Commissioner Virginia Rae Mann.

3. **Public Input -** Public input was opened by Chairman Reed Ryan. Receiving no public comment, the public hearing was closed by the Chair.

BUSINESS ITEMS

1. **Northern Frontier Lot 3 Site Plan, located at 2284 N. Redwood Rd. Austin Cooper as applicant.** Planner II Kendal Black presented the item. The applicant requests approval of a Site Plan for an Office Warehouse building. The Lot is 3.29 acres, includes the required 30-foot trail/landscape easement along Redwood Road, and incorporates 20% landscaping on the site. Access to the lot will be from Stagecoach Drive on the East side of the lot, with no access to the lot from Redwood Road.

   Applicant Austin Cooper of Lehi was in attendance to answer questions. He agreed to comply with the Conditions in the Staff Report

   Chairman Ryan thanked the applicant and staff for the clean application, and the work that had been done.

   Motion made by Commissioner Kilgore that the Planning Commission recommend approval to the City Council of the proposed Northern Frontier Business Park, Lot 3 Site Plan, located at 2284 North Redwood Road, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Sprosty Burns.
   Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
   No: None.
   Absent: Scott A. Hill, Virginia Rae Mann.
   Motion passed 5- 0.

2. **Saratoga Springs Commercial Lots 607, 612 and 613, located at approximately Lake Drive and Redwood Road. Dan Schmidt and Thomas Lehnardt as applicants.** Planner II Kendal Black presented the item. The applicant requests approval of a Site Plan with three buildings for the Saratoga Springs Commercial Plat Lot 607 at 1233 N. Lake Drive, Lot 612 at 1271 N. Lake Drive, and Lot 613 at 1309 N. Lake Drive. These Lots encompass 9.83 acres overall. Access to these sites will be from Lake Drive. The proposed Site Plan provides adequate parking for a mixture of retail, office, and restaurant uses.

   Applicant Thomas Lehnardt of Highland was in attendance to answer questions. He noted that the tenants are excited to come to Saratoga Springs. He agreed to comply with the Conditions in the Staff Report.

DRAFT

Commissioner Kilgore received clarification that corrections had been made by the applicant to comply with the evergreens requirement, and that there were no issues with compliance to the utility box requirement.

Chairman Ryan thanked the applicant and City Staff for their hard work, and a clean application. He referred to a previous Planning Commission meeting where landscaping requirements and concerns had been discussed, and a request made for Staff to look at it further. He mentioned the evergreens requirement, and how often those trees did not thrive in the City, and was hopeful that Staff had reviewed those concerns.

Planning Director Sarah Carroll noted that they had met with Public Works, and discussed evergreens in particular. When a revision comes, it will be addressed and decided if the requirement will still be in place.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed Saratoga Springs Commercial Lots 607, 612, and 613 Site Plan, located at 1233, 1271, and 1309 North Lake Drive, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

3. **Approval of Minutes: September 12, 2024.**

Motion made by Commissioner Willden to approve the minutes of September 12, 2024. Seconded by Commissioner Kilgore.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

PUBLIC HEARINGS

1. **Lakeview Academy Rezone from Agriculture to Institutional/Civic. Located at 527 West 400 North. Brent Pace of Odyssey Partners as applicant.** Planner II David Jellen presented the item. The applicant has requested to rezone the Lakeview Academy Charter School property. The proposal would rezone the entire property from Agricultural (A) to Institutional/Civic (I/C), which is consistent with the General Plan designation of Institutional/Civic for the property. This request precedes a Site Plan amendment to expand the school building. While the proposed Site Plan amendment that is under review meets the setback requirements of both zones, the applicant is making this request at the recommendation of their lender.

Applicant Brent Pace of Millcreek was in attendance to answer questions. Principal Rick Veasey of Lakeview Academy in Saratoga Springs was also in attendance to answer any questions.

Public Hearing Open by Chairman Reed Ryan.

Brenda Atwood of Saratoga Springs said she lived next door to the school. She expressed concerns with noise from snowplows late at night, traffic patterns, and visibility issues with the crosswalk. She said she'd contacted the school to offer solutions for traffic control, but didn't feel her concerns were heard, or addressed. She explained that a child had been hit in the crosswalk this year. She does not understand the purpose of the rezone, and fears with an expansion, the safety concerns could increase.

Adam Dean of Saratoga Springs said he lived adjacent to Lakeview Academy. He also had concerns about traffic patterns. He said Neptune Park had been used for parking in the evenings for school activities. He felt a school expansion would worsen the problems, and would not benefit the neighborhood. He also mentioned a recent accident where a child had been hit in the crosswalk.

Jeff Atwood of Saratoga Springs expressed he wanted to be a good neighbor with the school. He was concerned about changes with the expansion, and that it may change the neighborhood. He was concerned

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about a zone change and possible increase of the flow of people to the area. He said not too many people were standing up for property owners, and he hoped Commissioners would take a good look at the rezone.

Tina Smith of Eagle Mountain, and Lakeview Academy school board member said when they applied for a charter, it was required to obtain a 501(c)(3) designation, and they were not permitted to do anything not outlined in the charter. She explained Lakeview Academy had been there 18 years, and was a science, arts, and technology school that educated children K-9, and currently had around 1000 students. She said they also wanted to be good neighbors, and to understand the concerns of residents and neighbors.

Public Hearing Closed by Chairman Reed Ryan.

Planning Director Sarah Carroll said State Code had regulations as to what Cities could regulate with schools, and there were limits with that. Staff would need to review further to see if anything could even be regulated more than it would be through a standard Site Plan process. She sympathized with the frustration that had been expressed. She also clarified what type of building could occur in the Institutional/Civic zone.

Chairman Ryan asked about any insight on the financial "catchpoint" for changing zones. He received clarification they had met the parking requirements since the parking plan would've been approved originally.

Applicant Brent Pace said he didn't feel it was a "catchpoint", but more of a "housekeeping" item. He explained they had to do a zoning letter as part of the financing, and the rezone was primarily for financing. If the rezone were denied, they would state that on the zoning letter. They also wanted to be aligned with the zones of their fellow schools. If an education specific zone were created, they would be happy to be in that zone. He said the school had no plans of selling, but wanted to expand on the current Site.

Commissioner Kilgore had questions about the following: Snowplow noise and who handled the management of the snowplows; Crosswalks and crossing guards and who managed those; Parking at Neptune Park; and Zoning changes that could impact the neighborhood.

Planning Director Sarah Carroll advised there was a noise ordinance, and snowplow noise could be reported to a Code Officer. She said she was aware the City had hired crossing guards, but was not familiar with that program, but would pass along those concerns to the appropriate departments. She was aware all schools had parking issues during evening events, and asked the applicant to address parking questions. She clarified that State Code allowed schools in any zone, and any Site could expand as long as they met the Code.

Applicant Brent Pace responded that as part of the Site Plan Application, they would be adding parking, and had a completed traffic study that had recommended some alterations to the traffic flow. They were aware of parking problems that occurred when they had evening events.

Commissioner Willden received clarification that regardless of how the vote went for this item, the next step would be a Site Plan, and neighbors could attend and make comments at that meeting, but would not receive a mailed notice for a Site Plan, like they would for a rezone.

Chairman Ryan felt that safety was a big concern, and that the traffic study was an integral part of that. He asked for clarification on the expansion and what that would entail.

Applicant Brent Pace shared that the playground out front would move behind the school, and classrooms would be built in that area. He also said an auditorium expansion was planned, along with additional parking, and some fencing to help with traffic flow to clear 400 North.

Commissioner Sprosty Burns received clarification that the age range of students would not change. She asked how often events were held that required additional parking, and suggested good communication might encourage appropriate parking, and working together was in everyone's best interest.

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Principal Rick Veasey explained that Back to School night, and twice-yearly Parent Teacher Conference nights caused parking problems and there was not enough parking on those nights. He said the performance nights were not an issue and adequate parking was provided for those events.

Commissioner Kilgore felt the zoning change would not affect parking, and acknowledged that the applicant was planning for extra parking with the Site Plan.

Commissioner Mangum received clarification that no schools had adequate parking on the three nights mentioned by Principal Rick Veasey, and that was fairly normal with schools. He also said he was a commercial loan officer and was not aware how zoning would affect financing.

Engineer Dan McRae referred to an earlier comment about the traffic flow, and said that when the Site Plan comes, there would be a traffic study that would have to be done. He suggested the applicant consider having the circulation pattern be clockwise. He said this could be helpful because traffic heading West on 400 North was very close to the crosswalk, and drivers turning left created low visibility for through-traffic.

Chairman Ryan expressed that there may not be one single solution that solved everything. He asked the applicant if there was currently any traffic mitigation in place.

Principal Rick Veasey related that at least 10 Staff members were outside every day assisting with traffic. He advised they could only govern their property line, and were not police, but they had been trying to follow the recommendations from the traffic study.

Commissioner Sprosty Burns acknowledged there might be more drivers coming and going with a charter school. She suggested the school offer incentives to reward good driving, and encouraged them to think outside the box for good solutions.

Commissioner Kilgore felt the application made sense and noted that the Lakeview Academy School had rights, just like the homeowners had rights.

Chairman Ryan expressed appreciation to the public for being in attendance. He felt the discussion had brought up many key issues and that all parties could work together. He acknowledged and gave appreciation individually to each public commenter, and the concerns they had brought forward.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the requested rezone for Lakeview Academy, located at 527 West 400 North, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

2. **Amendments to Title 19 – Land Development Code of the City of Saratoga Springs, Chapters 19.02 – Definitions and 19.06 – Landscaping and Fencing. City-wide. City-Initiated.** Planner II Kendal Black presented the item. The Planning Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, remove inconsistencies and typos, and incorporate best practices, and has the goal of adopting amendments throughout the year to keep the Code current. Staff have identified desired changes specific to lot coverage.

Public Hearing Open by Chairman Reed Ryan. Receiving no public comment, the public hearing was closed by the Chair.

Commissioner Mangum asked why swimming pools would be considered structures, but not basketball courts. He also received clarification that sheds bigger than 200 feet, decks and anything that was attached to the structure would require a permit.

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Planning Director Sarah Carroll advised that if Commissioners did not agree, they could take it out. She was not sure why basketball courts would not be considered structures, but wondered if it might have been due to setbacks and easements.

Engineer Dan McRae specified that with a swimming pool, there was also excavation involved, and sometimes foundation walls, which made it more of a structure.

Commissioner Kilgore asked why tennis courts and sports courts were removed. He asked about inground trampolines, and wondered if the list should be expanded. He mentioned some homes in Utah County that had unique items on their lots, such as slides and motocross tracks.

Chairman Ryan questioned what the impetus of the change was. He wondered if lot coverage should be more of the focus rather than just one particular type of item.

Planning Director Sarah Carroll explained that there were certain items that required a building permit. City Staff recognized that many residents didn't know there were rules relating to lot coverage, and wanted to simplify things for residents. She clarified that lot coverage was not the only issue, but it also had to do with what was at grade or above grade since that could impact neighbors. She advised Commissioners that they could make a condition for more items to be added to the list before it went to City Council.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed code amendments to Title 19, Chapters 19.02 and 19.06, with the Findings and Conditions in the Staff Report and the additional condition that considerations are made to further clarify this Code and be added to the list. No second given.
Motion Failed.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed Code Amendments to Title 19, Chapters 19.02 and 19.06, with the Findings in the Staff Report, and excluding the Conditions in the Staff Report and adding a condition that additional clarifications and exclusions be reviewed by Staff. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

REPORTS

1. **Commission Comments.**
Chairman Ryan thanked Commissioner Kilgore for filling in for him while he had been absent**.**

2. **Director's Report.** – Planning Director Sarah Carroll thanked Commissioners who had signed up for the training in October. She said there were no items for Planning at the last City Council meeting. She reminded Commissioners that the next Planning Commission meeting would be on October 10th.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 7:25 p.m. by Chairman Reed Ryan.

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

DRAFT

MINUTES – Planning Commission

Thursday, September 26, 2024
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 Reed Ryan.

1. **Pledge of Allegiance -** led by Commissioner Jack K. Mangum.
2. **Roll Call** – A quorum was present.

Present:
Commission Members: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
Staff: Sarah Carroll, Planning Director; Kendal Black, Planner II; David Jellen, Planner II; Rulon Hopkins, Assistant City Attorney; Dan McRae, Engineer; Wendy Wells, Deputy Recorder.
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Excused: Commissioner Scott A. Hill, Commissioner Virginia Rae Mann.

3. **Public Input -** Public input was opened by Chairman Reed Ryan. Receiving no public comment, the public hearing was closed by the Chair.

BUSINESS ITEMS

1. **Northern Frontier Lot 3 Site Plan, located at 2284 N. Redwood Rd. Austin Cooper as applicant.** Planner II Kendal Black presented the item. The applicant requests approval of a Site Plan for an Office Warehouse building. The Lot is 3.29 acres, includes the required 30-foot trail/landscape easement along Redwood Road, and incorporates 20% landscaping on the site. Access to the lot will be from Stagecoach Drive on the East side of the lot, with no access to the lot from Redwood Road.

   Applicant Austin Cooper of Lehi was in attendance to answer questions. He agreed to comply with the Conditions in the Staff Report

   Chairman Ryan thanked the applicant and staff for the clean application, and the work that had been done.

   Motion made by Commissioner Kilgore that the Planning Commission recommend approval to the City Council of the proposed Northern Frontier Business Park, Lot 3 Site Plan, located at 2284 North Redwood Road, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Sprosty Burns.
   Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
   No: None.
   Absent: Scott A. Hill, Virginia Rae Mann.
   Motion passed 5- 0.

2. **Saratoga Springs Commercial Lots 607, 612 and 613, located at approximately Lake Drive and Redwood Road. Dan Schmidt and Thomas Lehnardt as applicants.** Planner II Kendal Black presented the item. The applicant requests approval of a Site Plan with three buildings for the Saratoga Springs Commercial Plat Lot 607 at 1233 N. Lake Drive, Lot 612 at 1271 N. Lake Drive, and Lot 613 at 1309 N. Lake Drive. These Lots encompass 9.83 acres overall. Access to these sites will be from Lake Drive. The proposed Site Plan provides adequate parking for a mixture of retail, office, and restaurant uses.

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DRAFT

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Planning Director Sarah Carroll noted that they had met with Public Works, and discussed evergreens in particular. When a revision comes, it will be addressed and decided if the requirement will still be in place.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed Saratoga Springs Commercial Lots 607, 612, and 613 Site Plan, located at 1233, 1271, and 1309 North Lake Drive, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

3. **Approval of Minutes: September 12, 2024.**

Motion made by Commissioner Willden to approve the minutes of September 12, 2024. Seconded by Commissioner Kilgore.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

PUBLIC HEARINGS

1. **Lakeview Academy Rezone from Agriculture to Institutional/Civic. Located at 527 West 400 North. Brent Pace of Odyssey Partners as applicant.** Planner II David Jellen presented the item. The applicant has requested to rezone the Lakeview Academy Charter School property. The proposal would rezone the entire property from Agricultural (A) to Institutional/Civic (I/C), which is consistent with the General Plan designation of Institutional/Civic for the property. This request precedes a Site Plan amendment to expand the school building. While the proposed Site Plan amendment that is under review meets the setback requirements of both zones, the applicant is making this request at the recommendation of their lender.

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Public Hearing Open by Chairman Reed Ryan.

Brenda Atwood of Saratoga Springs said she lived next door to the school. She expressed concerns with noise from snowplows late at night, traffic patterns, and visibility issues with the crosswalk. She said she'd contacted the school to offer solutions for traffic control, but didn't feel her concerns were heard, or addressed. She explained that a child had been hit in the crosswalk this year. She does not understand the purpose of the rezone, and fears with an expansion, the safety concerns could increase.

Adam Dean of Saratoga Springs said he lived adjacent to Lakeview Academy. He also had concerns about traffic patterns. He said Neptune Park had been used for parking in the evenings for school activities. He felt a school expansion would worsen the problems, and would not benefit the neighborhood. He also mentioned a recent accident where a child had been hit in the crosswalk.

Jeff Atwood of Saratoga Springs expressed he wanted to be a good neighbor with the school. He was concerned about changes with the expansion, and that it may change the neighborhood. He was concerned

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about a zone change and possible increase of the flow of people to the area. He said not too many people were standing up for property owners, and he hoped Commissioners would take a good look at the rezone.

Tina Smith of Eagle Mountain, and Lakeview Academy school board member said when they applied for a charter, it was required to obtain a 501(c)(3) designation, and they were not permitted to do anything not outlined in the charter. She explained Lakeview Academy had been there 18 years, and was a science, arts, and technology school that educated children K-9, and currently had around 1000 students. She said they also wanted to be good neighbors, and to understand the concerns of residents and neighbors.

Public Hearing Closed by Chairman Reed Ryan.

Planning Director Sarah Carroll said State Code had regulations as to what Cities could regulate with schools, and there were limits with that. Staff would need to review further to see if anything could even be regulated more than it would be through a standard Site Plan process. She sympathized with the frustration that had been expressed. She also clarified what type of building could occur in the Institutional/Civic zone.

Chairman Ryan asked about any insight on the financial "catchpoint" for changing zones. He received clarification they had met the parking requirements since the parking plan would've been approved originally.

Applicant Brent Pace said he didn't feel it was a "catchpoint", but more of a "housekeeping" item. He explained they had to do a zoning letter as part of the financing, and the rezone was primarily for financing. If the rezone were denied, they would state that on the zoning letter. They also wanted to be aligned with the zones of their fellow schools. If an education specific zone were created, they would be happy to be in that zone. He said the school had no plans of selling, but wanted to expand on the current Site.

Commissioner Kilgore had questions about the following: Snowplow noise and who handled the management of the snowplows; Crosswalks and crossing guards and who managed those; Parking at Neptune Park; and Zoning changes that could impact the neighborhood.

Planning Director Sarah Carroll advised there was a noise ordinance, and snowplow noise could be reported to a Code Officer. She said she was aware the City had hired crossing guards, but was not familiar with that program, but would pass along those concerns to the appropriate departments. She was aware all schools had parking issues during evening events, and asked the applicant to address parking questions. She clarified that State Code allowed schools in any zone, and any Site could expand as long as they met the Code.

Applicant Brent Pace responded that as part of the Site Plan Application, they would be adding parking, and had a completed traffic study that had recommended some alterations to the traffic flow. They were aware of parking problems that occurred when they had evening events.

Commissioner Willden received clarification that regardless of how the vote went for this item, the next step would be a Site Plan, and neighbors could attend and make comments at that meeting, but would not receive a mailed notice for a Site Plan, like they would for a rezone.

Chairman Ryan felt that safety was a big concern, and that the traffic study was an integral part of that. He asked for clarification on the expansion and what that would entail.

Applicant Brent Pace shared that the playground out front would move behind the school, and classrooms would be built in that area. He also said an auditorium expansion was planned, along with additional parking, and some fencing to help with traffic flow to clear 400 North.

Commissioner Sprosty Burns received clarification that the age range of students would not change. She asked how often events were held that required additional parking, and suggested good communication might encourage appropriate parking, and working together was in everyone's best interest.

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Principal Rick Veasey explained that Back to School night, and twice-yearly Parent Teacher Conference nights caused parking problems and there was not enough parking on those nights. He said the performance nights were not an issue and adequate parking was provided for those events.

Commissioner Kilgore felt the zoning change would not affect parking, and acknowledged that the applicant was planning for extra parking with the Site Plan.

Commissioner Mangum received clarification that no schools had adequate parking on the three nights mentioned by Principal Rick Veasey, and that was fairly normal with schools. He also said he was a commercial loan officer and was not aware how zoning would affect financing.

Engineer Dan McRae referred to an earlier comment about the traffic flow, and said that when the Site Plan comes, there would be a traffic study that would have to be done. He suggested the applicant consider having the circulation pattern be clockwise. He said this could be helpful because traffic heading West on 400 North was very close to the crosswalk, and drivers turning left created low visibility for through-traffic.

Chairman Ryan expressed that there may not be one single solution that solved everything. He asked the applicant if there was currently any traffic mitigation in place.

Principal Rick Veasey related that at least 10 Staff members were outside every day assisting with traffic. He advised they could only govern their property line, and were not police, but they had been trying to follow the recommendations from the traffic study.

Commissioner Sprosty Burns acknowledged there might be more drivers coming and going with a charter school. She suggested the school offer incentives to reward good driving, and encouraged them to think outside the box for good solutions.

Commissioner Kilgore felt the application made sense and noted that the Lakeview Academy School had rights, just like the homeowners had rights.

Chairman Ryan expressed appreciation to the public for being in attendance. He felt the discussion had brought up many key issues and that all parties could work together. He acknowledged and gave appreciation individually to each public commenter, and the concerns they had brought forward.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the requested rezone for Lakeview Academy, located at 527 West 400 North, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

2. **Amendments to Title 19 – Land Development Code of the City of Saratoga Springs, Chapters 19.02 – Definitions and 19.06 – Landscaping and Fencing. City-wide. City-Initiated.** Planner II Kendal Black presented the item. The Planning Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, remove inconsistencies and typos, and incorporate best practices, and has the goal of adopting amendments throughout the year to keep the Code current. Staff have identified desired changes specific to lot coverage.

Public Hearing Open by Chairman Reed Ryan. Receiving no public comment, the public hearing was closed by the Chair.

Commissioner Mangum asked why swimming pools would be considered structures, but not basketball courts. He also received clarification that sheds bigger than 200 feet, decks and anything that was attached to the structure would require a permit.

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Planning Director Sarah Carroll advised that if Commissioners did not agree, they could take it out. She was not sure why basketball courts would not be considered structures, but wondered if it might have been due to setbacks and easements.

Engineer Dan McRae specified that with a swimming pool, there was also excavation involved, and sometimes foundation walls, which made it more of a structure.

Commissioner Kilgore asked why tennis courts and sports courts were removed. He asked about inground trampolines, and wondered if the list should be expanded. He mentioned some homes in Utah County that had unique items on their lots, such as slides and motocross tracks.

Chairman Ryan questioned what the impetus of the change was. He wondered if lot coverage should be more of the focus rather than just one particular type of item.

Planning Director Sarah Carroll explained that there were certain items that required a building permit. City Staff recognized that many residents didn't know there were rules relating to lot coverage, and wanted to simplify things for residents. She clarified that lot coverage was not the only issue, but it also had to do with what was at grade or above grade since that could impact neighbors. She advised Commissioners that they could make a condition for more items to be added to the list before it went to City Council.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed code amendments to Title 19, Chapters 19.02 and 19.06, with the Findings and Conditions in the Staff Report and the additional condition that considerations are made to further clarify this Code and be added to the list. No second given.
Motion Failed.

Motion made by Commissioner Sprosty Burns that the Planning Commission forward a recommendation for approval of the proposed Code Amendments to Title 19, Chapters 19.02 and 19.06, with the Findings in the Staff Report, and excluding the Conditions in the Staff Report and adding a condition that additional clarifications and exclusions be reviewed by Staff. Seconded by Commissioner Mangum.
Yes: Ken Kilgore, Jack K. Mangum, Reed Ryan, Rachel Sprosty Burns, Doug Willden.
No: None.
Absent: Scott A. Hill, Virginia Rae Mann.
Motion passed 5 - 0.

REPORTS

1. **Commission Comments.**
Chairman Ryan thanked Commissioner Kilgore for filling in for him while he had been absent**.**

2. **Director's Report.** – Planning Director Sarah Carroll thanked Commissioners who had signed up for the training in October. She said there were no items for Planning at the last City Council meeting. She reminded Commissioners that the next Planning Commission meeting would be on October 10th.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 7:25 p.m. by Chairman Reed Ryan.

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

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SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Code Amendments – Site and Architectural Design Standards
Amending Section 19.16
October 15, 2024
PUBLIC MEETING

Report Date:	October 8, 2024
Applicant:	City Initiated
Previous Meetings:	None
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

A. Executive Summary:

Staff acknowledged the need to provide an exception to the building articulation requirement in Section 19.16.05 for structures whose elevations are obscured by over 50% due to natural topography from surrounding or future developments.

Planning Commission Recommendation:
The Planning Commission held a public hearing on September 12, 2024 and recommended the City Council approve the code amendment, as shown in the meeting minutes in Exhibit 2.

Recommendation:
Staff recommends that the City Council conduct a public meeting on the proposed code amendments, review the Planning Commission's recommendation from the public hearing on September 12, 2024, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval with or without conditions, a denial, or continuation.

B. Background:

On May 7, 2024, the City Council approved a resolution to initiate a pending ordinance for Section 19.16 Site and Architectural Design Standards to help the City meet building deadlines for the South Fire Station expansion. It was advised that staff seek a solution to adapt the code for developments where building elevations would be concealed by natural topography.

C. Specific Request:

This is a request for approval of the proposed code amendment to Section 19.16 of the Land Development Code, as attached.

Gina Grandpre, Senior Planner
ggrandpre@saratogasprings-ut.gov
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x185 • 801-766-9794 fax

D. Process:

Section **19.17.03. Planning Commission and City Council Review** outlines the process for an amendment and is evaluated below.

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.

   Complies*. This is a City initiated application, presented for a recommendation to the City Council.*

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

   Complies. *Please see Sections F and G of this report.*

3. The Planning Commission and City Council shall provide the notice and hold a public hearing (Planning Commission) as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.

   Complies. *Please see Section E of this report.*

4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.

   Complies. *Please see Section E of this report.*

E. Community Review:

This item has been noticed as a public hearing pursuant to City and State statutes, which requires posting notice on the Utah public notice website and the City's website and in City Hall at least 10 calendar days prior to the public hearing.

Public Comment: As of the date of this report, no public input has been received.

F. General Plan:

The proposed amendments, as they relate to the 2022-2042 General Plan Vision, Goals and Strategies for Land Use & Neighborhoods, are evaluated below.

Land Use and Neighborhoods, The Vision

"Land Use and Neighborhoods supports the general plan vision by preserving existing neighborhoods and requiring new attractive, healthy, and family-friendly neighborhoods. Neighborhoods will have a variety of housing types and amenities. As new development occurs, it will be supported by appropriate services and amenities, ensuring a high quality of life for existing and future residents."

Land Use Goal
Future development in Saratoga Springs reflects the community's preferred vision.

Staff conclusion: Consistent. *The proposed amendment enables development to align with the desired vision for land uses and neighborhoods, where natural topography can be used to support the transitions between different land uses.*

G. Code Criteria:
Code amendments are a legislative decision and grant the City Council significant discretion when considering changes to the Code. The criteria for an ordinance are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.05 Consideration of General Plan, Ordinance, or Zoning Map Amendment. The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Consistent*. See Section F of this report.*

2. The proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Consistent. *The amendments will not adversely affect the health and welfare of the general public.*

3. The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

   19.01.04. Purpose. This section identifies the purpose of Title 19.
   1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, 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, and in particular to:
      a. encourage and facilitate the orderly growth and expansion of the City;
      b. secure economy in governmental expenditures;
      c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
      d. enhance the economic well-being of the municipality and its inhabitants;
      e. facilitate adequate provisions for transportation, water, sewer, schools,

parks, recreation, storm drains, and other public requirements;

f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
g. stabilize and conserve property values;
h. encourage the development of an attractive and beautiful community; and
i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Consistent. *The proposed amendment will enable developments to use natural topography to conceal building elevations, resulting in more attractive landscapes where different land uses intersect.*

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.

   Consistent. *The amendments will provide additional clarity and effectiveness of the Code and better enhance the consistency in development review.*

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

H. Recommendation and Alternatives:

Staff recommends that the City Council conduct a public meeting, review the Planning Commission's recommendation from the public hearing on September 12, 2024, discuss the application, and choose from the following options.

Option 1 – Approval

"Based upon the evidence and explanations received today, I move that the City Council approve the proposed amendment to Title 19, with the findings and conditions in the staff report."

Findings

1. The application is consistent with the General Plan, as articulated in Section F of the staff report, which section is incorporated by reference herein.
2. The application complies with the criteria in section 19.17.05 of the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.

Conditions:

1. Any conditions or changes as articulated by the City Council:

   _____

Option 2 – Continuance
"I move to **continue** the proposed Code Amendments to a future meeting, with direction to Staff on information and/or changes needed to render a decision, as follows:"

1. _____

Option 3 – Denial
"Based upon the evidence and explanations received today, I move to that the City Council deny the proposed amendments to all or some of the amendments to Title 19, based on the following findings:"

1. The application is not consistent with the General Plan: _____, and/or,
2. The application is not consistent with Section {XX.XX] of the Code: _____, and/or

H. Exhibits:

1. Proposed Code Amendments
2. Planning Commission Meeting Minutes, September 12, 2024
3. Ordinance

EXHIBIT 1: PROPOSED CODE AMENDMENT

Chapter 19.16. Site and Architectural Design Standards

19.16.01. Purpose.
19.16.02. Applicability and Review Process.
19.16.03. Site Design Standards: General.
19.16.04. Site Design Standards: Non-Residential.
19.16.05. Architectural Design Standards, General.
19.16.06. Architectural Design Standards, Residential.
19.16.07. Architectural Design Standards, Non-Residential.
19.16.08. Heavy Commercial Site, Additional Standards.
19.16.09. Mixed Use and Mixed Waterfront Site and Architectural Design Standards.
19.16.10. Waterfront Buffer and Gateway Overlays. Additional Standards.

…

19.16.05. Architectural Design Standards, General.

The following standards are applicable to all new three family and multi-family and non-residential development:

1. **Building Articulation.** Building elevations exceeding 40 feet in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20 to 50 feet of horizontal width:
    a. A combination of vertical and horizontal elevation shifts that together equal at least five feet.
    b. Addition of horizontal and vertical divisions by use of textures or materials.
    c. Primary material change.
    d. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36-inches.
    e. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.

Exception: Section 19.16.05(1) shall not apply to building elevations that are 50% or more obscured by natural topography, from adjacent or future developments, as measured at the property line, and are not fronting public or private streets.

…

MINUTES – Planning Commission

Thursday, September 12, 2024
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:00 p.m. by Vice Chair Ken Kilgore.

1. **Pledge of Allegiance** - led by Commissioner Doug Willden.
2. **Roll Call** – A quorum was present.

   Present:
   Commission Members: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
   Staff: Ken Young, Community Development Director; Gina Grandpre, Senior Planner; Austin Roy, Senior Planner; Kendal Black, Planner II; Rulon Hopkins, Assistant City Attorney; Jeff Pearson, Engineer; Wendy Wells, Deputy Recorder.
   Others: Jaran Nicholls, David Crockett.
   Excused: Chairman Reed Ryan, Commissioner Rachel Sprosty Burns, Commissioner Jack K. Mangum.

3. **Public Input** - Public input was opened by Vice Chair Ken Kilgore. Receiving no public comment, the public hearing was closed by the Chair.

BUSINESS ITEMS

1. **Fox Hollow Neighborhood 4 Planned Unit Development (PUD) Concept Plan, located at Village Parkway and Redwood Road. Jaran Nicholls, Grnobl Co. as applicant.** Senior Planner Austin Roy presented the item. The applicant is seeking comments and feedback from the Planning Commission and City Council regarding the proposed Concept Plan for Fox Hollow Neighborhood 4. Feedback shall not be binding, but shall only be used for information in the preparation of the Planned Unit Development (PUD) preliminary plat application.
   In addition, Senior Planner Austin Roy presented some requests from the applicant:
   - Request for lot width and lot size variation.
   - Request for flat roofs; A variation to how height is measured currently.

   Applicant David Crockett from the Pulte Group of Salt Lake City was in attendance to answer questions. He was excited about Saratoga Springs, and presented a slideshow to the Planning Commission. He explained the request for a height variation was due to the sloped terrain of the Site. He commented that the flat roofs would allow for outdoor living spaces with nice views of the surrounding area. He said that rooflines could be altered to comply with current Code, but he felt they would look odd.

   Commissioner Mann was excited about the project. She wanted to understand the measurement for height, and why it occurred before development began, rather than after fill dirt had been added or removed.

   Senior Planner Austin Roy presented a diagram that showed Commissioners if height were measured a different way, the building would still be too tall. He said dirt could be removed, and lower the grade to meet height requirements, but the Code had been written to avoid problematic situations.

   Commissioner Hill thanked the applicant for the presentation. He received clarification that the applicant was not seeking to change City Code, but asking for a variation within the PUD. He wanted to know if it was possible to have an exception made to allow flat roofs.

   Senior Planner Gina Grandpre advised that most jurisdictions measure height the same way the City does, and that City Code requires a pitched roof for residential development.

Community Development Director Ken Young advised that when discussing "variance and exception"-those are two different things. The correct verbiage for the current discussion should be "exception".

Commissioner Hill noted there were some "Can Comply" items in the Staff Report, and acknowledged the applicant was aware of those. He asked what the parking plan was to avoid overflow parking on the street.

Applicant David Crockett responded they had designed parking in accordance with City Code, and had provided at least the allocated minimum number of parking stalls spread throughout the community.

Commissioner Willden asked what the purpose was for reducing lot sizes, about the height requirement, and if there were safety concerns with fire trucks being able to access higher buildings.

Applicant David Crockett replied they had complied with what was allowed in the Master Development Agreement (MDA), and that they had exceeded the minimum lot size that was allowed.

Senior Planner Austin Roy clarified the development was in the R1-10 zone, and had a certain standard for lot widths. He advised a PUD had a possibility for reduced lot widths, but there was an approval process for that. He said density would be increased with reduced lot sizes, but they met the City's open space requirements.

City Staff explained the maximum height of any building in the City was 50 feet high, and City fire trucks could accommodate that height, so there should not be a concern with fire truck access.

Commissioner Kilgore received clarification about black lines on the roof drawing. He wanted to see more diversity with rooflines and architecture. He asked what Staff thought about the request to measure the height differently, and what the applicant would do if the height measurement exception was denied. He leaned towards not changing the process of how things were measured.

Senior Planner Austin Roy advised that Staff's job was to follow City Code. He related that the purpose of City Code was to maintain a certain look, feel, character and consistency throughout a community.

City Staff referred to the Hillside Ordinance, and said it fit with how the City measured height, and it encouraged terracing to utilize the slope. They also explained that PUDs are often on hillsides where clustering of development is encouraged to protect the hillside.

Commissioner Willden felt uncomfortable with changing the process of how things are measured, but received clarification there could be a variation in the motion to allow a taller height, while keeping the measurement the same. He expressed that he does not prefer the look of flat roofs.

Commissioner Hill liked the design, and flat roofs, but was unsure of how height should be measured. He said City Council would make the final decision, and he was willing to move it forward to them.

Commissioner Mann loved the flat roofs, and worried that disallowing them may date the City. She also had a concern the City may be too rigid with the requirement for one specific architectural look. She thought people would like the rooftop patios with nice views of the area.

Motion made by Commissioner Hill to forward the Fox Hollow Neighborhood 4 Concept Plan as presented to the City Council with the following findings, conditions, and variations: lot size and lot width, and the flat roof with the height of 41 feet 6 inches (Recommended approval of conditions and variations 1-6, 8 and 10, and excluding 9-building height measurement). Seconded by Commissioner Mann.
Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
No: None.
Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
Motion passed 4 - 0.

2. **Approval of Minutes: August 29, 2024.**
Motion made by Commissioner Hill to approve the minutes of August 29, 2024. Seconded by Commissioner Willden.

Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
No: None.
Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
Motion passed 4 - 0.

PUBLIC HEARINGS

1. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.16 – Site and Architectural Standards. City-Wide. City Initiated.** Senior Planner Gina Grandpre presented the item. Staff acknowledged the need to provide an exception to the building articulation requirement in Section 19.16.05 for structures whose elevations are obscured by over 50% due to natural topography from surrounding or future developments.

   Public Hearing Open by Vice Chair Ken Kilgore. Receiving no public comment, the public hearing was closed by the Chair.

   When asked by Commissioner Willden how this related to the South fire station, Assistant City Attorney Rulon Hopkins clarified that if there is a building elevation that fronts a street, it will have to have the required articulations, regardless of if they are 50% or more obscured by the topography so the building would look nice from the road.

   Commissioner Hill thanked City Staff for the innovative solutions that bring more clarity for the future.

   Motion made by Commissioner Willden, based upon the evidence and explanations received today to forward a positive recommendation to the City Council for the proposed amendment to Title 19, with the findings and conditions in the Staff Report. Seconded by Commissioner Hill.
   Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
   No: None.
   Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
   Motion passed 4 - 0.

2. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 – Sign Regulations. City-Wide. City Initiated.** Planner II Kendal Black presented the item. The Planning Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, remove inconsistencies and typos, and incorporate best practices, and has the goal of adopting amendments approximately four times a year to keep the Code current. Staff have identified desired changes specific to signs.

   Public Hearing Open by Vice Chair Ken Kilgore. Receiving no public comment, the public hearing was closed by the Chair.

   Commissioners Hill and Willden both thanked Staff and acknowledged it was a big undertaking.

   Commissioner Willden asked if any changes had been controversial, or needed to be considered further.

   Planner II Kendal Black responded there had been some differing opinions regarding monument signs that are typically out by the road, but there had not been anything controversial.

   Commissioner Kilgore had questions about the following: If there was a noticeable difference in cities with less restrictive Sign Regulations; If a local business with very bright lights was regulated by Sign Code; and if the previously discussed Raising Cane's item had influenced the proposed amendments.

   Planner II Kendal Black advised that some cities with less restrictive Sign Regulations were older cities, and had since undergone Code changes that sometimes made the signage less cohesive. He said Saratoga Springs was a newer city, which helped the signage be more consistent. He explained that the bright lights on a local business would be under the City's Lighting Code and it fit that Code, and that the Raising Cane's sign request came in after the work on the Sign Regulation amendment had been done.

Motion made by Commissioner Hill, based upon the evidence and explanations received today that the Planning Commission forward a recommendation for approval of the proposed code amendments to Title 19, Chapter 19.18, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.
Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
No: None.
Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
Motion passed 4 - 0.

3. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.20 – Internal Accessory Dwelling Units (IADUs). City Initiated.** Community Development Director Ken Young presented the item. The proposed amendment to Title 19 Land Development Code of the City of Saratoga Springs, Section 19.20.04 would remove verbiage regarding the ability to request amendments to the IADU Map, which shows where IADUs are permitted and prohibited within the city. It also removes the IADU Map, but leaves the reference to where it can be found online.

Public Hearing Open by Vice Chair Ken Kilgore. Receiving no public comment, the public hearing was closed by the Chair.

Commissioner Kilgore received clarification that the amendment would not allow more requests for IADUs, but requests that were currently underway with a submitted application would be grandfathered in, and that the City was in compliance with State requirements.

Assistant City Attorney Rulon Hopkins advised Commissioners when they make a motion to clarify the map would not be included in the chapter, and to strike out any language stating it was included.

Motion made by Commissioner Hill, based upon the evidence and explanations received today to forward a positive recommendation to the City Council for the proposed amendments to Title 19, with the Findings and Conditions in the Staff Report with the condition that the map is no longer in the chapter. No second given.
Motion failed.

Commissioner Willden was concerned with the amendment, and had reservations with not allowing someone to petition the City for an IADU. He mentioned both the need for affordable housing and a shortage of available housing, and wondered if there could be a different process.

Commissioners Hill, Willden and Kilgore all felt there were some residents who had IADUs in unapproved zones and were not following the rules. They were grateful for those who followed the process correctly. They were concerned that some residents would have them anyway, and the City would not be able to regulate it. They felt it had been good for the City to be able to have a process to regulate IADUs, and wondered if new developments not yet built would be able to have them.

Community Development Director Ken Young advised that new homes in an approved area for IADUs would still be able to have them, but would still have to register with the City, and be approved. He also mentioned that depending on when an area was platted would determine if the area was approved for an IADU. Some neighborhoods may end up with a mix of IADU allowed and unallowed areas.

Commissioner Mann was concerned there may be more people wanting to do rentals to avoid foreclosure as home prices increase. She felt rentals would be more desirable than foreclosures in the City.

Commissioner Kilgore would like to be in line with City Council, but does not understand the amendment, and wondered what the purpose was.

Community Development Director Ken Young indicated that part of the concern may be that IADUs increase density throughout the community, and the City may not be sufficiently covered with services, especially in older areas where roads and other services cannot be retrofitted to allow for more density.

Motion made by Commissioner Hill, based upon the evidence and explanations received today to forward a negative recommendation to the City Council for the proposed amendment to all or some of the amendments to Title 19, based on the following findings:

- **The application is not consistent with the General Plan.**
- **Commissioners were concerned it would become too rigid with which neighborhoods can and cannot participate.**
- **Commissioners want a process where residents can come to the City to make an IADU request.**

Seconded by Commissioner Mann.
Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
No: None.
Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
Motion passed 4 - 0.

4. **General Plan Land Use Amendment. City Initiated.** Community Development Director Ken Young presented the item. This is in response to a City Council request to remove MDR and HDR land uses in this area of the General Plan, below City boundaries. The identified 641.98 acres is currently undeveloped, but may develop into an important area of City growth, if and when the Mountain View Corridor crosses Utah Lake at Pelican Point. While some Business Park, Regional Commercial and Mixed Waterfront uses are deemed to be important around the future highway in the Pelican Point area, the lower, southernmost acres are deemed best suited for less intensive, rural residential development.

   Public Hearing Open by Vice Chair Ken Kilgore. Receiving no public comment, the public hearing was closed by the Chair.

   Commissioner Hill received clarification about where Geneva Rock was located. He was concerned about the noise from that business.

   Commissioner Kilgore was concerned about losing Mixed Waterfront area, but felt the plan made sense.

   Motion made by Commissioner Willden that the Planning Commission forward a recommendation for approval of the proposed General Plan Amendment to change the future land use designation on properties as identified in Exhibit A, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mann.
   Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
   No: None.
   Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
   Motion passed 4 - 0.

REPORTS

1. **Commission Comments.** No comments given.

2. **Director's Report.** – Community Development Director Ken Young advised of recent City Council actions.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 8:09 p.m. by Vice Chair Ken Kilgore.

9/26/2024
Date of Approval

Wendy Wells
Deputy City Recorder

CITY OF SARATOGA SPRINGS CORPORATE SEAL STATE OF UTAH

Planning Commission Chair

ORDINANCE NO. 24-47 (10-15-25)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ("CITY") ADOPTING AN AMENDMENT TO TITLE 19 OF THE SARATOGA SPRINGS CITY CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah ("City Council") previously adopted ordinances codified in Title 19; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 et seq., the City Council may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City Council has reviewed the City Code and finds that further amendment to the City Code is necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 et seq.; and

WHEREAS, pursuant to Utah Code Chapter 10-9a, a municipal legislative body such as the City Council may enact or amend land use regulations so long as such advances the purposes in Chapter 10-9a and a duly-noticed public hearing was first held by the planning commission; and

WHEREAS, the Saratoga Springs Planning Commission held a public hearing, after the required public notice, on September 12, 2024 and forwarded a recommendation to the City Council with or without amendments; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and all public comment received at the Planning Commission public hearing; and

WHEREAS, the City Council hereby finds that the amendments attached as Exhibit A advance the purposes of Utah Code Chapter 10-9a and further the public health, safety, and welfare of Saratoga Springs residents.

NOW THEREFORE, the City Council ordains as follows:

SECTION I – ENACTMENT

The amendments to Title 19 of the City Code attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning 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 and on the City's official website; and
    ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 15th of October, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Chris Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____		

EXHIBIT A
Title 19.16 Amendment

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Code Amendment
Chapter 19.18
October 15, 2024
Public Hearing

Report Date:	October 8, 2024
Applicant:	City Initiated
Location:	Citywide
Previous Meetings:	PC 9.12.2024, CC work session 5.21.2024, CC work session 5.2.2023
Previous Approvals:	N/A
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	Kendal Black, Planner II

A. Executive Summary:

Last year the City Council requested that staff complete an in-depth review of the sign code. In May 2023 staff presented a comparison of neighboring city sign codes including American Fork, Lehi, Lindon, Riverton, Sandy and South Jordan. Based on the feedback received at that meeting staff re-worked the Saratoga Springs sign code then presented the draft to the City Council on May 21, 2024. After making additional suggest changes the proposed final draft is being presented.

Recommendation:

The Planning Commission reviewed the proposed code amendments on September 12, 2024 and recommended approval. Draft minutes from that meeting are attached.

Staff recommends that the City Council conduct a public meeting, review and discuss the proposal, and choose from the options in Section G of this report. Options include approval with or without conditions, denial, or continuation.

B. Specific Request:

Attached are proposed changes to Chapter 19.18 regarding signage types, sizes, locations, percentages, number of allowed signs, and more, as shown in the attached draft.

C. Process:

Kendal Black, Planner II
kblack@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x 161 • 801-766-9794 fax

Section 19.17.03 outlines the process criteria for Planning Commission and City Council Review:

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.
   Complies. *This is a city-initiated request and no petition was received. The application was reviewed by the Planning Commission and received a recommendation prior to review by the City council.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title.
   Complies. *Please see Sections E and F of this report.*

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code and Chapter 19.13. For an application which concerns a specific parcel of property, the City shall provide the notice required by the Utah Code and Chapter 196.13 for a public hearing.
   Complies. *Please see Section D of this report.*

D. Community Review:

Prior to the Planning Commission meeting on September 12, 2024, this item was noticed as a public hearing pursuant to City and State statutes, which requires posting notice on the Utah public notice website and the City's website and in City Hall, and, except for code amendments, mailing notices to property owners whose land is directly affected by the request and property owners within 300 feet of the subject property at least 10 calendar days prior to the public hearing.

The City Council meeting is not a public hearing and was noticed as a public meeting as required by state code.

Public Comment: As of the date of this report, no public input has been received.

E. General Plan:

Land Use and Neighborhoods, The Vision

"Land Use and Neighborhoods supports the general plan vision by preserving existing neighborhoods and requiring new attractive, healthy, and family-friendly neighborhoods. Neighborhoods will have a variety of housing types and amenities. As new development occurs, it will be supported by appropriate services and amenities, ensuring a high quality of life for existing and future residents."

Land Use Goal

"Future development in Saratoga Springs reflects the community's preferred vision."

Staff conclusion: consistent. *The proposed changes will ensure quality signage and aesthetics throughout the City.*

F. Code Criteria:

Code amendments are a legislative decision and grant the City Council significant discretion when considering changes to the Code.

The criteria for ordinance amendments are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria are not binding.

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 of Section 19.17.05 when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Consistent*. See Section E of this report.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Consistent. *The proposed amendments will not adversely affect the health, safety, convenience, morals, or general welfare of the public.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

   19.01.04. Purpose. This section identifies the purpose of Title 19.
   1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, 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, and in particular to:
      a. encourage and facilitate the orderly growth and expansion of the City;
      b. secure economy in governmental expenditures;
      c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
      d. enhance the economic well-being of the municipality and its inhabitants;
      e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;

f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
g. stabilize and conserve property values;
h. encourage the development of an attractive and beautiful community; and
i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Consistent. *The proposed amendments will improve the sign code and aid in providing a streamlined development review process both benefiting the City, developers, and the public.*

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.
Consistent. *The amendments will provide additional clarity and effectiveness of the Code and better enhance the consistency in development review.*

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

G. Recommendation and Alternatives:

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

Recommendation: Approval

"I move that the City Council approve the proposed code amendments to Title 19, Chapter 19.18, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.
2. The application complies with the criteria in section 19.17.05 of the Land Development Code, as articulated in Section F of the staff report, which section is incorporated by reference herein.
3.

Conditions:

1. Any other conditions or changes as articulated by the City Council:
_____.

Option 1 – Continuance

"I move to **continue** the code amendments to Title 19, Chapter 19.18 to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 2 –Denial

"I move that City Council deny the code amendments to Title 19, Chapter 19.18 with the Findings below:

1. The amendments do not comply with Section 19.17.04, sub-paragraphs 1, 2, 3, and/or 4, as articulated by the City Council"
    a. _____.

H. Exhibits:

1. Draft Planning Commission Minutes, 9/17/24
2. Proposed Code Amendment

MINUTES – Planning Commission

Thursday, September 12, 2024
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:00 p.m. by Vice Chair Ken Kilgore.

1. **Pledge of Allegiance -** led by Commissioner Doug Willden.
2. **Roll Call** – A quorum was present.

Present:
Commission Members: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.
Staff: Ken Young, Community Development Director; Gina Grandpre, Senior Planner; Austin Roy, Senior Planner; Kendal Black, Planner II; Rulon Hopkins, Assistant City Attorney; Jeff Pearson, Engineer; Wendy Wells, Deputy Recorder.
Others: Jaran Nicholls, David Crockett.
Excused: Chairman Reed Ryan, Commissioner Rachel Sprosty Burns, Commissioner Jack K. Mangum.

PUBLIC HEARINGS

2. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 – Sign Regulations. City-Wide. City Initiated.** Planner II Kendal Black presented the item. The Planning Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, remove inconsistencies and typos, and incorporate best practices, and has the goal of adopting amendments approximately four times a year to keep the Code current. Staff have identified desired changes specific to signs.

Public Hearing Open by Vice Chair Ken Kilgore. Receiving no public comment, the public hearing was closed by the Chair.

Commissioners Hill and Willden both thanked Staff and acknowledged it was a big undertaking.

Commissioner Willden asked if any changes had been controversial, or needed to be considered further.

Planner II Kendal Black responded there had been some differing opinions regarding monument signs that are typically out by the road, but there had not been anything controversial.

Commissioner Kilgore had questions about the following: If there was a noticeable difference in cities with less restrictive Sign Regulations; If a local business with very bright lights was regulated by Sign Code; and if the previously discussed Raising Cane's item had influenced the proposed amendments.

Planner II Kendal Black advised that some cities with less restrictive Sign Regulations were older cities, and had since undergone Code changes that sometimes made the signage less cohesive. He said Saratoga Springs was a newer city, which helped the signage be more consistent. He explained that the bright lights on a local business would be under the City's Lighting Code and it fit that Code, and that the Raising Cane's sign request came in after the work on the Sign Regulation amendment had been done.

Motion made by Commissioner Hill, based upon the evidence and explanations received today that the Planning Commission forward a recommendation for approval of the proposed code amendments to Title 19, Chapter 19.18, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.
Yes: Scott A. Hill, Ken Kilgore, Virginia Rae Mann, Doug Willden.

DRAFT

No: None.
Absent: Jack K. Mangum, Rachel Sprosty Burns, Reed Ryan.
Motion passed 4 - 0.

REPORTS

1. **Commission Comments.** No comments given.

2. **Director's Report.** – Community Development Director Ken Young advised of recent City Council actions.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 8:09 p.m. by Vice Chair Ken Kilgore.

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

DRAFT

Chapter 19.18. Sign Regulations.

Sections:

19.18.03. Definitions.
19.18.06. General Standards.
19.18.09. Institutional/Civic Zone Sign Standards.
19.18.10. Commercial Zone Sign Standards.
19.18.11. Industrial Zone Sign Standards.

19.18.03. Definitions.

As used in this Chapter, the following words and phrases have the following meanings, unless the context clearly indicates that a contrary meaning is intended:

1. **"A-frame Sign"** means a portable sign, structure, or configuration composed of two sign faces mounted or attached back-to-back in such manner as to form a basically triangular vertical cross-section.
2. **"Abandoned Sign"** means a sign that remains after the termination of a business or use, or a sign that exhibits fading or peeling paint, missing letters, chips or cracks or damage, or other evidence of neglect for a period in excess of ninety days. Termination of a business shall include ceasing operations, failure to obtain or renew a business license with the City, declaring bankruptcy, or failing to renew, update, or reinstate the business with the State of Utah.
3. **"Active Development"** means a property for which a subdivision, rezone, site plan, or other development application has been submitted, and which application has not expired or been closed for inactivity.
4. **"Alteration"** means the process of changing or rearranging any structural part, face, enclosure, lighting element, coloring, copy (except on electronic message signs), graphics, component, or location of a sign.
5. **"Animated Sign"** means a sign which incorporates moving, rotating, or traveling parts, including special lighting effects such as flashing or intermittent lights (excluding electronic message signs).
6. **"Athletic Facility Sign"** A sign attached to a fence surrounding and immediately adjacent to an athletic facility and facing only the interior of an athletic facility or a sign included as part of a scoreboard that is an integral part of an athletic facility. For purposes of this Chapter, an athletic facility is defined as a regulation size soccer, football, baseball, or softball field contained within a public park facility.
7. **"Awning Sign"** means a building sign that is part of a fabric, plastic, or similar shelter supported by a rigid framework attached to a building, and sheltering the building's entrance or windows.
8. **"Balloon Sign"** means a balloon or other inflated device, with or without sign copy, placed on or attached to a property, business, or use.
9. **"Banner Sign"** means a sign made of fabric, plastic, or a similar lightweight flexible cloth-like material and hung from a building or framework attached to a building or placed in the ground.

10. **"Bench Sign"** means any sign painted or located on or attached to any part of a bench, seat, or chair placed on or adjacent to a public or private roadway.
11. **"Billboard"** shall have the same meaning as found in Utah Code § 10-9a-103, as amended
12. **"Building Façade"** means any exterior wall of a building including windows, doors, and mansard, but not including a pitched roof.
13. **"Cabinet Sign, Simple"** means a rectangular box with no rounded sides that houses the main component of a sign, where the sign copy area is composed of a single consistent material with lettering or copy items painted on, or affixed directly to the cabinet (see Figure 18.1).

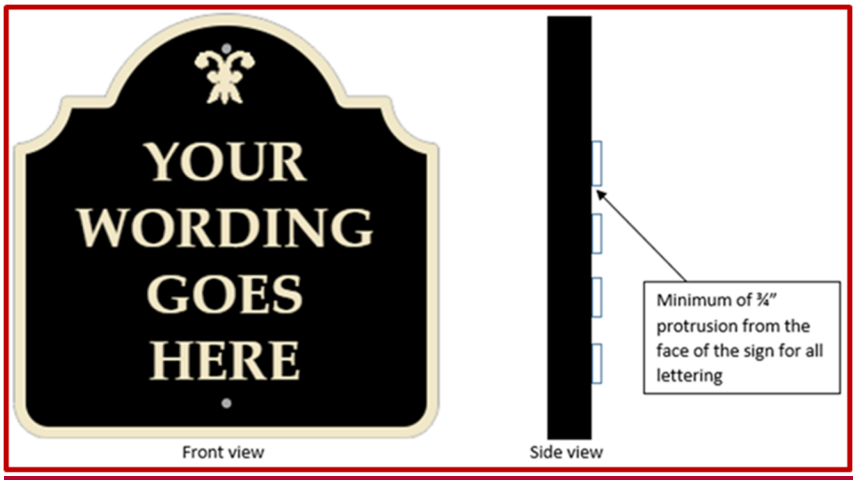


Figure 18.1



~~Figure 18.2~~

14. **"Cabinet Sign, Complex"** means a polygonal box ~~with at least one rounded edge~~ that houses the main component of a sign, where the sign copy area is composed of a single material with all lettering or copy items raised at least three-quarters of an inch above the primary cabinet (see Figure 18.2).



~~14.~~ **Figure 18.2**

15. "Canopy Sign" means a building sign that is part of a metal structure supported by a rigid framework that is freestanding or attached to a building and sheltering the building's entrance, windows, drive-thru, or similar feature.

~~15.~~16. **"Changeable Copy Sign, Digital"** means a sign or portion of a sign with characters, letters, or other copy that can be changed or modified by use of LED or other digital source, where the copy is limited to no more than one change per hour period, and not including Electronic Message Signs.

~~16.~~17. **"Changeable Copy Sign, Physical"** means a sign or portion of a sign with characters, letters, graphics, or other copy that can be changed or modified by mechanical, electrical, or manual means, not including digital, electronic messaging, or Electronic Message Signs.

~~17.~~18. **"Channel Letter Sign"** means a sign formed of individually manufactured characters, letters, graphics, or other copy that can be changed or modified by mechanical, electronic, or manual letters grouped together to form a word, logo, or icon (see Figure 18.3).



Figure 18.3

~~18.~~19. **"City Approved Special Event"** means an event approved by the City but not operated by a City department.

~~19.~~20. **"City Sponsored Special Event"** means an event approved by and operated by a City department.

~~20.~~21. **"Clearance"** means the height of the lowest edge of the face of a sign as measured from the finished grade.

~~21.~~22. **"Commercial Zone"** means the Regional Commercial, Neighborhood Commercial, Business Park, or Office Warehouse zone.

~~22.~~23. **"Commercial Zone Sign"** means any sign located on a property in a commercial zone.

~~23.~~24. **"Cornerstone Sign"** means a message carved or cast into a building, or a metal plaque permanently attached to a building.

~~24.~~25. **"Double-faced Sign"** means a sign with two parallel, identical faces or two identical sign faces that are not parallel but diverge from a common edge at an angle no greater than fifteen degrees, as shown in Figure 18.4.

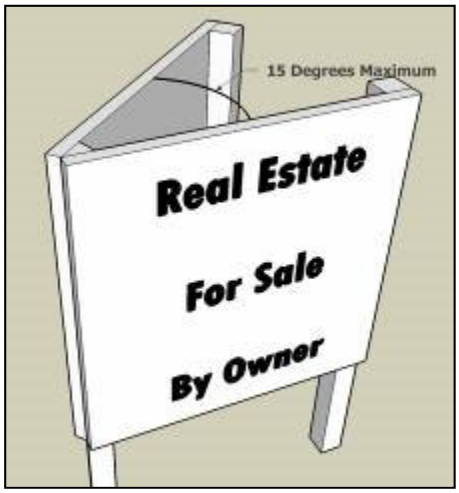


Figure 18.4

~~25.~~26. **"Drive-thru Board Sign"** means a sign oriented to occupants of a vehicle utilizing a drive-thru lane at an establishment that offers transactions or exchanges through a window, with or without ordering capability. Drive-thru board signs shall not be considered a monument sign or wall sign.

~~26.~~27. **"Electronic Message Sign"** means a changeable copy sign, excluding score boards for sports fields, consisting of electronically controlled light sources which change the sign copy or graphics, where the copy changes more frequently than once per 24 hour period.

~~27.~~28. **"External Illumination"** means lighting which is mounted to illuminate a sign face from a remote position outside of the sign structure.



Figure 18.5

~~28.~~29. **"Flag"** means a sign that is constructed of fabric, plastic, or similar lightweight cloth-like material hung from a permanent or temporary pole, or attached to a structure, in such a manner as to allow movement of the material.

~~29.~~30. **"Feather Banner Sign"** means a type of temporary sign generally made of fabric or other light-weight material attached to a pole anchored into the ground. (see figure 18.5)

~~30.~~31. **"Freestanding Sign"** means a type of ground sign that is supported by any number of fixed permanent forms or supports between the sign face and the ground.

~~31.~~32. **"Ground Sign"** means a sign that has its own supporting structure and is not attached to or supported by a building. Types of ground signs include pedestal, pylon, and monument.

~~32.~~33. **"Group Identification Signs"** means a sign regarding two or more properties or uses that may share common frontage, access points, off-street parking, or loading areas.

34. **"Halo Illumination"** means a sign whose face is illuminated from behind and glows around the edges of letters or symbols giving the effect of a halo.

~~33.~~35. **"Illuminated Sign"** means any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.

~~34.~~36. **"Inflated Signs"** means a sign that is supported by heated or forced air or lighter-than-air-gases.

~~35.~~37. **"Interior Directional Signage"** means signage that is placed entirely within the boundaries of a development lot or site and situated adjacent to an internal intersection, drive-thru, or other similar feature that warrants vehicular or pedestrian directional clarification.

~~36.~~38. **"Monument Sign"** means a ground sign with a face that extends the entire width of the ~~to the ground or to a~~ base ~~or pedestal~~. The base only then extends to the ground.

~~37.~~39. **"Neon Sign"** means any sign visible to the exterior of a building that uses neon, argon, or any similar gas to illuminate transparent of translucent tubing or other materials, or any use of neon, argon, or any similar gas lighting on or near the exterior of a building or window.

~~38.~~40. **"Nonconforming Sign"** means a sign that legally existed at the time that it was installed under the regulations in effect at that time, but does not conform to the current applicable regulations of the area in which it is located and has been maintained unmodified and continuously since the time the applicable regulations changed to render it nonconforming.

~~39.~~41. **"Off-premise sign"** means a sign, object, or structure with a message or form of communication that is not designed or intended to direct attention to a property or part of the property where the sign is located.

~~40.~~42. **"Painted Window Sign"** means a sign painted on windows or doors with markers, paints, or any other type of substance used to display messages.

~~41.~~43. **"Panel"** means a plate or other delineating feature containing sign copy within a larger sign.

~~42.~~44. **"Park and Trail Information Sign"** means a regulatory or informational sign for a park, trail, or other open space, including hours of operation, directional markers, mile markers, park rules, etc.

~~43.~~45. **"Pedestal Sign"** means a freestanding ground sign with two or more vertical supports extending from the sign face to the ground.

~~44.~~46. **"Pennant"** means an item made of flexible materials suspended from one or more corners, used in combination with other such signs to create the impression of a line.

~~45.~~47. **"Permanent Sign"** means any sign that is intended to be and is so constructed to be of a lasting and enduring condition, remain unchanged in character and condition beyond normal wear and tear, and be positioned in a permanent manner fixed to the ground, wall, or building.

~~46.~~48. **"Pole Sign"** means a freestanding sign which is supported by a single pole mounted permanently in the ground.

~~47.~~49. **"Primary Entrance"** means the entrance used by the majority of visitors to a property, use, or building.

~~48.~~50. **"Projecting Sign"** means a sign attached to a building and extending in whole or in part beyond any wall of the building.

51. **"Pylon Sign"** means a ground sign that includes only one vertical structural support connecting the face of the sign to the ground.

~~49.~~52. **"Replacement"** means removal of a sign and installation of a new sign. For the purposes of this Chapter the term "replacement" does not include the temporary removal of an existing sign for repair.

~~50.~~53. **"Residential Property"** means property zoned for residential use, and either vacant or used for a residence.

~~51.~~54. **"Residential Sign"** means a sign posted on residential property by the property owner.

~~52.~~55. **"Roof Sign"** means a building sign that projects above the building facade.

~~53.~~56. **"Scoreboard"** means a board on which the score in a game or match is displayed which may include product or team logos.

~~54.~~57. **"Seasonal Sign"** means any sign used for a temporary purpose including but not limited to fireworks and produce stands.

~~55.~~58. **"Sign"** means any writing, pictorial representation, illustration, emblem, symbol, design, or other figure or similar character, in view of the general public.~~object or structure used to identify, advertise, or in any way attract or direct attention to any use, building, person, message, or product by any means, including the use of lettering, words, pictures, or other graphic depictions or symbols.~~

~~56.~~59. **"Sign Area"** means the area of a sign that is used for display purposes, excluding the sign structure, and as further detailed in Section 19.18 of the Land Development Code (see Item A, Figure 18.6).

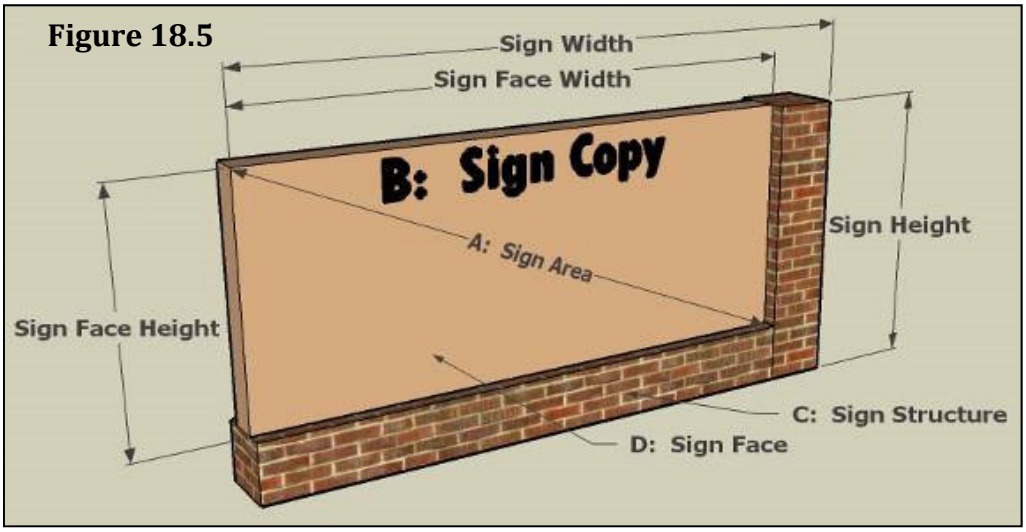


Figure 18.6

~~57.~~60. **"Sign Copy"** means any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign. Numbers and letters displaying only the street address of a site or building are not considered sign copy (see Item B, Figure 18.6).

~~58.~~61. **"Sign Face"** means the portion of any sign that is or may be used for purposes of displaying a message (see Item D, Figure 18.6).

~~59.~~62. **"Sign Structure"** means the portion of a sign that does not contain any message but exists only for structural support or aesthetic purposes. This definition may include, but is not limited to, the supports, uprights, bracing, cables, and framework of a sign (see Item C, Figure 18.6).

~~60.~~63. **"Signage Plan"** means a signage plan consists of one or more scaled drawings showing the location, type, size, and design of all existing and proposed signs on a site.

~~61.~~64. **"Snipe Sign"** means a small sign of any material including paper, cardboard, wood, or metal which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences, or other objects.

~~62.~~65. **"Suspended Sign"** means a sign attached to the ceiling of an arcade or the framework of a canopy and designed to hang over a sidewalk.

~~63.~~66. **"Temporary Sign"** means any sign not permanently attached to the ground or a structure that is installed or placed for a limited duration.

~~64.~~67. **"Tenant"** means owner, lessee, or occupant of a parcel or use.

~~65.~~68. **"Tenant Listing Sign"** means a wall sign on a building containing multiple tenants or uses, located near the entrance and designed in such a manner as to accommodate multiple sign plates.

~~66.~~69. **"Traffic Control Sign"** means standard regulatory signs installed by public agencies, including stop and yield signs, speed limit signs, etc.

~~67.~~70. **"Trailer Sign"** means a sign affixed to, applied, set upon, or printed on a trailer.

~~68.~~71. **"Vehicular Sign"** means a sign affixed to, applied, or printed on a vehicle.

~~69.~~72. **"Wall Sign"** means a building sign attached to the wall of a building and parallel with the wall to which it is attached.

~~70.~~73. **"Wind Sign"** means any propeller, fabric, or similar commercial device which is designed to flutter, rotate, or display other movement under the influence of the wind, not including flags as defined herein.

~~71.~~74. **"Window"** means any single window pane, or a series of adjacent window panes separated by twelve inches or less. Adjacent window panes set at different angles shall constitute separate windows regardless of separation.

~~72.~~75. **"Window Sign"** means signs, including posters, messages, or displays painted or displayed on the interior or exterior of a window or door so as to be visible from outside the building. Window sign does not include illuminated or flashing signs. Window sign does not include brown, black, white, tan, gray, or reflective tint, if it is plain and free of any writing, pictorial representation, illustration, emblem, symbol, design, or other figure of similar character.

(Ord. 19-38, Ord. 18-30, Ord. 17-26, Ord. 17-14, Ord 17-02, Ord. 16-20, Ord. 16-04, Ord. 13-16, Ord. 11-9)

19.18.06. General Standards.

1. **Sign Design and Materials.**
    a. **Landscaping**. The base of all Permanent Ground Signs, including without limitation Monument and Pedestal Signs, shall be landscaped and maintained at all times. The minimum landscaped area shall extend at least three feet beyond the base of the sign in all directions.
2. **Sign Placement.**
    a. **General Location.** No part of any sign shall interfere with the use of any fire escape, exit, doorway, sidewalk, roadway, stairway, door ventilator, or window. No Ground Sign shall be located within any public utility easement without review and approval by the City Engineer.
    b. **Clear Sight Triangle.** No sign shall be placed within the clear sight triangle as defined in Section 19.06 of this Code.
    c. **Traffic Safety.** No sign shall be designed or placed in any manner that may be confused with any official traffic sign or signal. No sign or other advertising structure shall be

designed, constructed, or installed that by reason of its size, location, shape, coloring, or manner of illumination may be confused as a traffic control device. All Traffic Signs shall comply with the Manual on Uniform Traffic Control Devices.

d. **Right-of-way.** No sign shall be located on public property or within any right-of-way unless otherwise permitted in this Chapter. In cases where a sign hangs over a public right-of-way, it shall extend no more than five feet over a public sidewalk as measured from the face of the supporting building, and shall have a minimum clearance of eight feet from the elevation of the sidewalk.

e. Setbacks.

i. Side and Rear Setbacks not adjacent to a sidewalk or right-of-way. All permanent and temporary ground signs shall be located a distance equal to or greater than their height from any interior side or rear property line.

ii. Front and Street Side Setbacks and other setbacks adjacent to a sidewalk or right-of-way. All permanent and temporary ground signs, except for A-frame signs, shall be located at least three feet from the back of the sidewalk or right-of-way, whichever is greater, and from all driveways as measured from the back of the curb.

3. **Sign Illumination.**

a. All sign lighting shall comply with the limitations in Section 19.11 of this Code.

b. Additionally, individual signs shall be illuminated only by one of the following means:

i. **External Illumination.** Signs may be illuminated by a steady, stationary light, directed solely at the sign. Light fixtures for ground signs shall be screened from view by site grading or evergreen shrubs and must not beam directly onto adjacent properties or rights-of-way.

ii. **Internal Illumination.** Signs may be illuminated by an interior light with sign copy or face silhouetted on an opaque background.

~~ii.~~iii. Halo Illumination. Building signs may be illuminated by neon lighting, only if the neon is used as a light source to form illuminated letters, symbols, sign trim, or some other portion of a sign that consists of 25% or less of the entire sign; or as halo illumination of the sign.

~~iii.~~iv. **Digital Changeable Copy.** These~~Only these~~ signs may be illuminated using LED or digital displays and must have illumination control sensors that dim the lights at sunset to 0.3 foot-candles or less measured at one foot from the surface of the sign.

~~iv.~~1. **Color.** ~~Digital Copy~~ Signs shall use red, white, or green characters and symbols.

c. Color. No illuminated sign may have a white, off-white, or near-white background, as shown in Figure 18.1. Non-illuminated signs may have a white, off-white, or near-white background..

d. Illumination for external and internally illuminated signs shall not exceed two foot-candles as measured one foot from the surface of the sign.

e. Illumination for "Changeable Copy, Digital" signs and "Monument" signs shall not exceed 0.3 footcandles over ambient light levels for the location and time, as measured from a horizontal distance approximately equal to the square root of the sign square

footage x 100, and shall employ light cutoff devices, such as louvers, to minimize light escaping above the horizontal plane.

i. Example: 50 sq. ft. sign, x 100 = 5000. Square root of 5000 = 70.7. The measurement distance is approximately 71 feet from the sign.

ii. Example: 200 sq. ft. sign, x 100 = 20,000. Square root of 20,000 = 141.4. The maximum measurement distance is approximately 141 feet from the sign.

f. No illuminated signage shall directly face adjacent residentially developed or zoned property, including property across a street. Directly facing means perpendicular, and within 15 degrees of perpendicular in either direction.
Exception:

i. Illuminated signage may face adjacent residentially developed or zoned property if the signage is automatically dimmed by 50% so as to not exceed one foot-candle as measured one foot from the surface of the sign; and

ii. The Illuminated sign shall be a minimum of 150 feet from the nearest residential property line.

4. **Sign and Building Maintenance.**
   a. All signs shall be maintained in good condition.
   b. When a building sign is removed, the face of the building beneath the sign shall be restored to its original pre-sign condition.
   c. Those signs meeting the definition of Abandoned Sign in Section 19.18.03 shall be removed.
5. **Sign Construction.**
   a. **Building Codes**. All signs shall comply with the most recently adopted provisions of the National Electrical Code and the International Building Code, or applicable codes as adopted by the City.
   b. **Engineering Required.** All building permit applications for signs shall be engineered to demonstrate compliance with the applicable electrical or building code and, where required by the City Building Official, shall be accompanied by an original drawing stamped by a licensed engineer attesting to the adequacy of the proposed construction of the sign and its supports.
   c. **Power Source.** Permanent power sources for signs must be concealed underground away from public view or within the structure of the sign or building to which the sign is attached. All electrical connections must comply with all provisions of the National Electrical Code.
   d. **Foundations.** All ground signs must be mounted on foundations and footings which conform to the applicable building code.
6. **Monument and Pedestal Signs.** ~~See Figures 18.8, 18.9, and 18.10 for graphic illustration.~~
   a. **Area**. The area of a monument or pedestal sign shall include all parts of the sign face or sign structure that contains text or graphics, as shown in Figures 18.8 and 18.9..
   b. **Height.** The height of a monument or pedestal sign shall be measured from the highest point of the sign structure to the height of the street curb or sidewalk nearest the sign. If the sign is located more than fifteen feet from the back of curb or sidewalk, whichever is nearest, the height shall be measured from the grade at the location of the sign, as shown in Figures 18.8 and 18.9.

c. **Multiple Faces.** Signs containing more than one display face shall be calculated as the total area of all faces, except where the interior angle between two faces is fifteen degrees or less, in which case only one display face shall be included in the calculation.

d. **Monument sign base.** The base of the sign shall be a minimum of two feet in height, and shall be constructed of materials and colors that match the building or use. The base shall run the entire horizontal length of the sign and shall contain no sign copy.

e. **Pedestal sign base.** At least two vertical structural supports shall be used on pedestal signs, and the open area of the sign between the supports shall occupy no more than forty percent of the vertical height of the sign.

f. **Changeable Copy.** Non-digital changeable copy may be incorporated into the sign face up to a maximum of 50% of the sign area. A protective cover is required over the changeable copy.

g. **Address.** Monument signs shall contain the address of the parcel or use; for multiple addresses, the sign shall contain the range of addresses for the uses. The address may be included in the sign copy, or displayed on the sign structure, and shall not be occluded by landscaping.



Figure 18.8

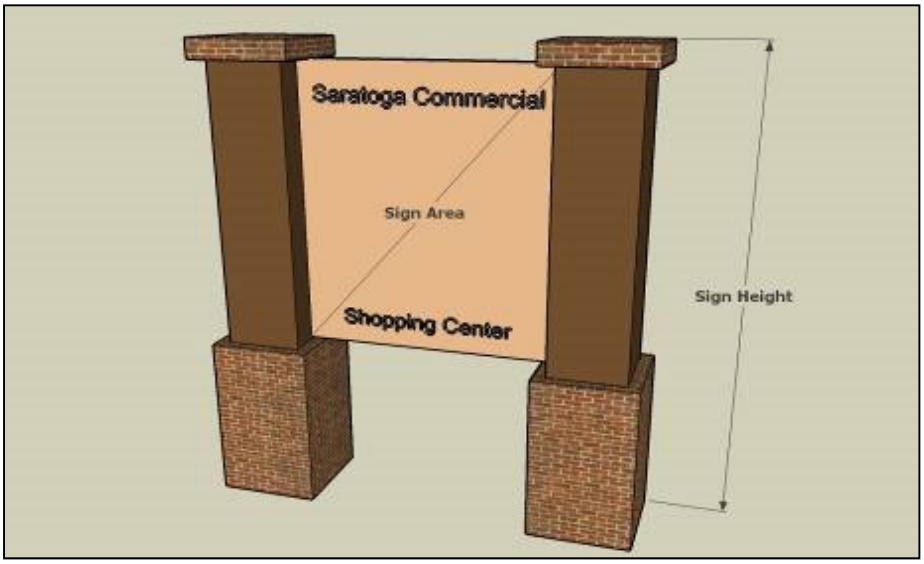


Figure 18.9



Figure 18.10

7. **Building Signs.** The main portion of any building sign shall be either a complex cabinet sign or channel lettering. A portion of the sign may be used for the logo and may be a simple cabinet sign only when a complex cabinet sign or channel lettering accompanies it.

   a. Area, direct-mounted. The area of a sign consisting of text or graphics mounted directly against a wall, window, or fascia of a building and without a background shall be measured by drawing the smallest possible rectangle around the entire group of text or graphics; where there are multiple rows of text or graphics separated by a minimum of twelve inches, the area shall be measured by drawing the smallest possible rectangle around each row of text and/or graphics, as shown in Figure 18.~~9~~10.

   b. Area, background mounted. The area of a sign consisting of text or graphics mounted on a background panel or surface shall be measured as the area within the outside dimensions of the background panel or surface, as shown in Figures 18.1 and 18.2.

   c. Mounting. No portion of the sign shall project above or below the highest or lowest part of the wall on which the sign is located. The sign shall not project outwards more than eighteen inches from the face of the building to which it is attached.

(Ord. 18-22, Ord. 17-14, Ord. 17-08, Ord. 16-04, Ord. 13-16, Ord. 12-9, Ord. 11-9)

19.18.09. Institutional/Civic Zone Sign Standards.

1. Schools, churches, public facilities, and other uses in the Institutional/Civic Zone are permitted the following signage.
   a. **Primary Building Signs.**
      i. **Number.** Each primary building is permitted two building signs.
      ii. **Size.** A primary building sign shall not exceed eight percent of the façade on which the sign or signs are mounted, or thirty square feet, whichever is larger.
      iii. **Height.** Any building sign that protrudes more than two inches from the façade for single story buildings shall maintain a minimum of eight feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each such sign for multiple story buildings shall be mounted no lower than the bottom of the top floor of the building.
   b. **Monument Signs.**
      i. Number.

1. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.

ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.

iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.

c. **Pole Signs.**

i. Not permitted, except as an Internal Directional Sign.

d. **Window and Door Signs.**

i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.

e. **Temporary Signs.**

i. Banner Signs.

1. Banner Signs shall only be permitted on a temporary basis.
2. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
3. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
4. Banner signs shall be limited to no more than one sign per business at any time, for a cumulative total of ~~thirty~~ sixty days in a calendar year.

ii. **Other Temporary Signs.** An Institutional/Civic lot is permitted the following:

1. Either
   a. up to two temporary signs, each limited to four feet in height and six square feet in size, for a cumulative total of six months in a calendar year, or
   b. multiple temporary signs, each limited to three feet in height, with the face area of all signs limited to a cumulative total of twelve square feet, for a cumulative total of six months in a calendar year. And

iii. A lot or property that is currently for sale or actively for rent is also permitted, one temporary sign, limited to six feet in height and 24 square feet in size, during the period for which the property is for sale or rent.

f. **Internal Directional Signs.**

i. **Type.** Small pedestal, pole, and monument signs are the only freestanding directional signs permitted.

ii. Location.

1. all signs shall be located interior to the development and shall not be oriented to draw traffic from the exterior of the development.
2. all signs shall be located adjacent to and within ten feet of an internal intersection, or drive-thru, or similar feature needing directional clarification as identified on an approved site plan.

iii. **Height.** A small pedestal, pole, or monument sign shall not exceed a height of three feet.

iv. **Size.** A small pedestal, pole, or monument sign shall not exceed three square feet in size.

~~iv.~~1. The pole size for an internal directional sign must be at least six inches in width.

v. **Number.** No more than two pedestal or monument signs per internal intersection, drive-thru, or similar feature.

(Ord. 17-08, Ord. 16-20, Ord. 16-04)

19.18.10. Commercial Zone Sign Standards.

1. **Temporary Signs in all Commercial, Mixed Use, and Mixed Waterfront Zones.**
   a. **Banner Signs**.
      i. Banner signs shall only be permitted on a temporary basis.
      ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
      iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
      iv. Banner signs shall be limited to no more than one sign per business at any time, for a cumulative total of ~~thirty~~ sixty days in a calendar year.
   b. **Other Temporary Signs.** A Commercial lot is permitted the following:
      i. Either
         1. up to two temporary signs, each limited to four feet in height and six square feet in size, for a cumulative total of six months in a calendar year, or
         2. multiple temporary signs, each limited to three feet in height, with the face area of all signs limited to a cumulative total of twelve square feet, for a cumulative total of six months in a calendar year. And
      ii. A lot or property that is currently for sale or actively for rent is also permitted, one temporary sign, limited to six feet in height and 24 square feet in size, during the period for which the property is for sale or rent.
2. **Grand Opening Signs in all commercial zones.**
   a. Within the first year of obtaining a first business license at a particular location for the business, a business may erect, in addition to permitted permanent signs, otherwise prohibited temporary signage at that location for a single period of time not to exceed forty-five calendar days. All temporary signage must be removed at the end of the forty-five day period. Such temporary signage includes:

i. banners exceeding the maximum size otherwise defined in this chapter,
ii. streamers,
iii. pennants,
iv. balloon signs, and
v. wind signs.

3. Tenant Listing Signs in all commercial zones.

a. **Number.** Each building that contains multiple tenants or uses shall be limited to one sign in addition to other allowed wall signage per zone per primary entrance to the building, and each tenant shall be limited to one panel.

b. **Size.** Each panel shall be limited to a maximum of one square foot.

c. **Design.** All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.

d. **Location.** Each tenant listing sign shall be located on the same façade as the primary entrance, in a location easily visible to persons using the primary entrance.

e. **Height.** Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.

4. Internal Directional Signs in all commercial zones

a. **Type.** Small pedestal, pole, and monument signs are the only freestanding directional signs permitted.

b. **Location.** All signs shall be located adjacent to and within ten feet of an internal intersection, drive-thru, or similar feature needing directional clarification as identified on an approved site plan.

c. **Height.** A small pedestal, pole, or monument sign shall not exceed a height of three feet.

d. **Size:** a small pedestal, pole, or monument sign shall not exceed three square feet in size.

~~d.~~i. The pole size for an internal directional sign must be at least six inches in width.

e. **Number.** No more than two pedestal or monument signs per internal intersection, drive-thru, or similar feature.

5. Signage in the Neighborhood Commercial Zone.

a. Building Signs.

i. See Regional Commercial requirements.

b. Monument Signs.

i. **Number.**

1. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.

~~1.~~a. When allowed a monument sign by code, a third Secondary Building Sign may be allowed in lieu of a monument sign, but shall not exceed one building sign per elevation.

2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.

ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.

iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.

c. Pedestal Signs.

i. Only internal directional signage permitted.

d. Awning and Canopy Signs.

i. **Number.** One awning or canopy may be used as signage for a tenant, in lieu of a secondary building sign.

ii. **Location and Design**. Awning and Canopy signs shall be located on the first floor only, and only awnings or canopies approved as part of the site plan and located above doors or windows may be used for signage. Sign copy is only permitted on the vertical portion of the canopy; no sign copy shall be placed on the roof portion.

iii. **Size.** Sign content shall not exceed twenty percent of the awning or canopy façade on which the sign is located, or fifteen square feet, whichever is less.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the awning or canopy.

e. Projecting and Suspended Signs.

i. **Number.** Each street-level tenant is permitted one projecting or suspended sign.

ii. **Location and Design.** Signs shall be located above the entrance to the use, shall not extend more than five feet from the wall to which they are attached, shall maintain clearance of six inches between the sign and the wall, and shall be a minimum of thirty feet from the nearest projecting or suspended sign.

iii. **Size.** Signs shall not exceed twelve square feet in size.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the sign.

f. Window and Door Signs.

i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.

~~i.~~1. A window sign may be increased to 1/3 of the window or door on which the sign is located if there is not a building sign on that elevation.

g. Drive-thru Board Sign for Non-Residential Uses. Drive-thru board signs are allowed for non-residential uses provided the requirements in this section are met.

i. **Location.** All drive-thru board signs shall be located adjacent to the drive-thru lane and shall not be located in any required setback. Signs may be located on the building or as a monument-style sign.

ii. **Height.** A drive-thru board sign shall not exceed eight feet in height.

iii. **Size**. A drive-thru board sign with a menu (or options) board sign shall not exceed 45 square feet.

iv. **Number.** One drive-thru board sign with a maximum area of 45 square feet and one sign with a maximum area of ten square feet shall be permitted for each drive-thru board lane.

v. **A Drive-thru Board Sign may be LED and shall comply with the following:**

1. The light output of the LED shall not exceed 2 foot-candles;
2. The image, colors, and text may not be changed more than 3 times per day;
3. All images, colors, and text shall be static with no flashing, scrolling, or animation;
4. The LED sign shall not use white as a predominate color; and
5. At any time the business or drive-thru is closed to the public, the drive-thru board sign shall be turned off and shall remain off until the business or drive-thru is open to the public.

6. Signage in the Regional Commercial, Heavy Commercial, and Community Commercial Zones.

a. Building Signs.

i. **Number.** Each tenant in a building is permitted one primary building sign, and two secondary signs; buildings or uses that are larger than 50,000 square feet and have more than one primary entrance may have a second primary sign.

ii. **Size, primary signage.** The primary building signage shall not exceed a cumulative total size equal to eight percent of the façade on which the sign or signs are mounted, or 30 square feet, whichever is larger.

iii. **Secondary signage.** Secondary signage shall not be mounted on the same façade as primary signage, and each secondary sign shall not exceed a cumulative total size equal to four percent of the façade on which the sign or signs are mounted.~~fifty percent of the size of the tenant's primary sign.~~

1. Secondary signs may be located on the same elevation as a primary sign, in lieu of an alternative location, if 1) the signs are located on a building with a single primary tenant, and 2) the building façade measures at least 400 lineal feet.

b. Monument Signs.

i. **Number, in addition to interior directional signage.**

1. Single building or use: One monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.

~~1.~~a. When allowed a monument sign by code, a third Secondary Building Sign may be allowed in lieu of a monument sign when one would be permitted by code. Not to exceed one sign per elevation.

2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.

ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.

iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.

c. Pedestal Signs.

i. **Number.** In addition to interior directional signage, developments consisting of more than seven acres shall be permitted one pedestal sign for each major entrance into the development.

ii. **Spacing.** Pedestal signs must be separated by a minimum distance of 300 feet as measured diagonally across the property, and shall be a minimum of 200 feet from any other ground sign on the same frontage.

iii. **Size.** The area of the sign face shall not exceed 120 square feet.

iv. **Height.** The sign shall not exceed twenty feet in height.

d. Awning and Canopy Signs.

i. **Number.**

1. One awning or canopy attached to a building may be used as signage for a tenant, in lieu of a secondary building sign.
2. Up to two freestanding awnings or canopies may be used for signage.

ii. **Location and Design.**

1. Building Awning and Canopy signs shall be located on the first floor only, and only awnings or canopies approved as part of the site plan and located above doors or windows may be used for signage.
2. Signage shall only be permitted on freestanding awnings and canopies when such structures and signage are approved as part of a site plan.
3. Sign copy is only permitted on the vertical portion of the canopy; no sign copy shall be placed on the roof portion.

iii. **Size.**

1. Building Awning and Canopy Signs: sign content shall not exceed twenty percent of the awning or canopy on which the sign is located, or fifteen square feet, whichever is less.
2. Freestanding awnings or canopies: sign content shall not exceed ten percent of the freestanding awning or canopy on which the sign is located, or fifteen square feet, whichever is less.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the awning or canopy.

e. Projecting and Suspended Signs.

i. **Number.** Each street-level tenant is permitted one projecting or suspended sign.

ii. **Location and Design.** Signs shall be located above the entrance to the business, shall not extend more than five feet from the wall to which they are attached, shall maintain clearance of six inches between the sign and the wall, and shall be a minimum of thirty feet from the nearest projecting or suspended sign.

iii. **Size.** Signs shall not exceed twelve square feet in size.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the sign.

f. Window and Door Signs.

i. Sign content shall not exceed twenty percent of the window or door on which the sign is located.

~~i.~~ ii. A window sign may be increased to 1/3 of the window or door on which the sign is located if there is not a building sign on that elevation.

g. Drive-thru Board for Non-Residential Uses. Drive-thru board signs are allowed for non-residential uses provided the requirements in this section are met.

i. **Location:** All drive-thru board signs shall be located adjacent to the drive-thru lane and shall not be located in any required setback. Signs may be located on the building or as a monument-style sign.

ii. **Height:** A drive-thru board sign shall not exceed eight feet in height.

iii. **Size:** A drive-thru board sign with a menu (or options) board sign shall not exceed 45 square feet.

iv. **Number:** One drive-thru board sign with a maximum area of 45 square feet and one sign with a maximum area of ten square feet shall be permitted for each drive-thru board lane.

v. **A drive-thru board sign may be LED and shall comply with the following:**

1. The light output of the LED shall not exceed 2 foot-candles;
2. The image, colors, and text may not be changed more than 3 times per day;
3. All images, colors, and text shall be static with no flashing, scrolling, or animation;
4. The LED sign shall not use white as a predominate color; and
5. At any time the business or drive-thru is closed to the public, the drive-thru board sign shall be turned off and shall remain off until the business or drive-thru is open to the public.

h. Changeable Copy, Digital.

i. Digital Changeable Copy may be utilized for only one of the following per lot or licensed use:

1. Up to 25~~10~~% of the allowable signage area for an approved monument sign in lieu of manually operated changeable copy, with a maximum of two signs.
2. Up to 25% of the allowable signage area for an approved canopy sign, with a maximum of three signs.

19.18.11. Industrial Zone Sign Standards.

1. Primary Building Signs.

a. **Number.** Each building is permitted one primary building sign.

b. **Size.** The primary building sign shall not exceed eight percent of the façade on which the sign or signs are mounted, or thirty square feet, whichever is larger.

c. **Height.** Each primary building sign for single story buildings shall maintain a minimum of eight feet of clearance between the top of the nearest sidewalk or curb and the bottom

of the sign; each primary building sign for multiple story buildings shall be mounted no lower than the bottom of the top floor of the building.

2. **Tenant Listing Sign.**
    a. **Number.** Each building that contains multiple tenants or uses shall be limited to one sign per primary entrance to the building, and each tenant or use shall be limited to one panel.
    b. **Design.** All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.
    c. **Size.** Each panel shall be limited to a maximum of one square foot.
    d. **Location.** Each tenant listing sign shall be located on the same façade as the primary entrance, in a location easily visible to persons using the primary entrance.
    e. **Height.** Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.
3. **Monument Signs.**
    a. **Number, in addition to internal directional signs.**
        i. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
            ~~i.~~1. A Secondary Building Sign, of up to 4% of the primary building sign's façade area, may be allowed in lieu of a monument sign when one would be permitted by code.
        ii. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.
    b. **Size**. A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.
    c. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
4. **Pedestal Signs.**
    a. Only internal directional signs permitted.
5. **Window and Door Signs.**
    a. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.
        ~~a.~~i. A window sign may be increased to 1/3 of the window or door on which the sign is located if there is not a building sign on that elevation.
6. **Temporary Signs.**
    a. **Banner Signs.**
        i. Banner Signs shall only be permitted on a temporary basis.
        ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
        iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
        iv. Banner signs shall be limited to no more than one sign per business at any time, for a cumulative total of ~~thirty~~ sixty days in a calendar year.

Chapter 19.18. Sign Regulations.

Sections:

19.18.03. Definitions.
19.18.06. General Standards.
19.18.09. Institutional/Civic Zone Sign Standards.
19.18.10. Commercial Zone Sign Standards.
19.18.11. Industrial Zone Sign Standards.

19.18.03. Definitions.

As used in this Chapter, the following words and phrases have the following meanings, unless the context clearly indicates that a contrary meaning is intended:

1. **"A-frame Sign"** means a portable sign, structure, or configuration composed of two sign faces mounted or attached back-to-back in such manner as to form a basically triangular vertical cross-section.
2. **"Abandoned Sign"** means a sign that remains after the termination of a business or use, or a sign that exhibits fading or peeling paint, missing letters, chips or cracks or damage, or other evidence of neglect for a period in excess of ninety days. Termination of a business shall include ceasing operations, failure to obtain or renew a business license with the City, declaring bankruptcy, or failing to renew, update, or reinstate the business with the State of Utah.
3. **"Active Development"** means a property for which a subdivision, rezone, site plan, or other development application has been submitted, and which application has not expired or been closed for inactivity.
4. **"Alteration"** means the process of changing or rearranging any structural part, face, enclosure, lighting element, coloring, copy (except on electronic message signs), graphics, component, or location of a sign.
5. **"Animated Sign"** means a sign which incorporates moving, rotating, or traveling parts, including special lighting effects such as flashing or intermittent lights (excluding electronic message signs).
6. **"Athletic Facility Sign"** A sign attached to a fence surrounding and immediately adjacent to an athletic facility and facing only the interior of an athletic facility or a sign included as part of a scoreboard that is an integral part of an athletic facility. For purposes of this Chapter, an athletic facility is defined as a regulation size soccer, football, baseball, or softball field contained within a public park facility.
7. **"Awning Sign"** means a building sign that is part of a fabric, plastic, or similar shelter supported by a rigid framework attached to a building, and sheltering the building's entrance or windows.
8. **"Balloon Sign"** means a balloon or other inflated device, with or without sign copy, placed on or attached to a property, business, or use.
9. **"Banner Sign"** means a sign made of fabric, plastic, or a similar lightweight flexible cloth-like material and hung from a building or framework attached to a building or placed in the ground.

10. **"Bench Sign"** means any sign painted or located on or attached to any part of a bench, seat, or chair placed on or adjacent to a public or private roadway.
11. **"Billboard"** shall have the same meaning as found in Utah Code § 10-9a-103, as amended
12. **"Building Façade"** means any exterior wall of a building including windows, doors, and mansard, but not including a pitched roof.
13. **"Cabinet Sign, Simple"** means a rectangular box with no rounded sides that houses the main component of a sign, where the sign copy area is composed of a single consistent material with lettering or copy items painted on, or affixed directly to the cabinet (see Figure 18.1).



Figure 18.1

14. **"Cabinet Sign, Complex"** means a polygonal box that houses the main component of a sign, where the sign copy area is composed of a single material with all lettering or copy items raised at least three-quarters of an inch above the primary cabinet (see Figure 18.2).

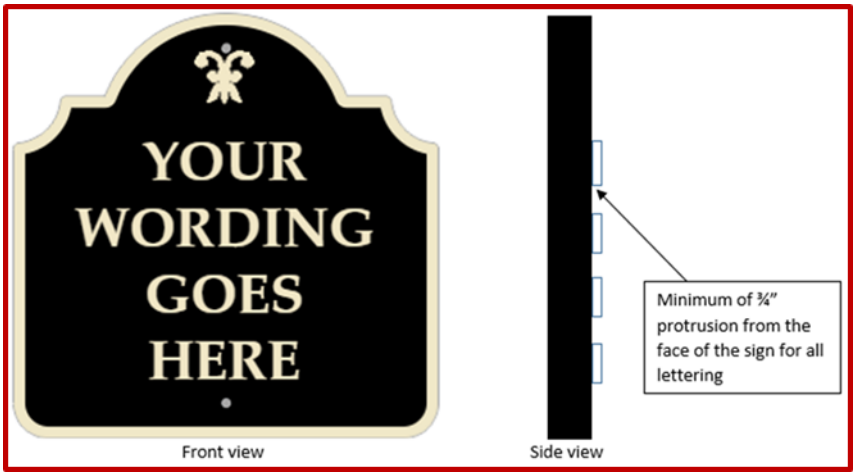


Figure 18.2

15. "Canopy Sign" means a building sign that is part of a metal structure supported by a rigid framework that is freestanding or attached to a building and sheltering the building's entrance, windows, drive-thru, or similar feature.

16. **"Changeable Copy Sign, Digital"** means a sign or portion of a sign with characters, letters, or other copy that can be changed or modified by use of LED or other digital source, where the copy is limited to no more than one change per hour period, and not including Electronic Message Signs.
17. **"Changeable Copy Sign, Physical"** means a sign or portion of a sign with characters, letters, graphics, or other copy that can be changed or modified by mechanical, electrical, or manual means, not including digital, electronic messaging, or Electronic Message Signs.
18. **"Channel Letter Sign"** means a sign formed of individually manufactured characters, letters, graphics, or other copy that can be changed or modified by mechanical, electronic, or manual letters grouped together to form a word, logo, or icon (see Figure 18.3).



Figure 18.3

19. **"City Approved Special Event"** means an event approved by the City but not operated by a City department.
20. **"City Sponsored Special Event"** means an event approved by and operated by a City department.
21. **"Clearance"** means the height of the lowest edge of the face of a sign as measured from the finished grade.
22. **"Commercial Zone"** means the Regional Commercial, Neighborhood Commercial, Business Park, or Office Warehouse zone.
23. **"Commercial Zone Sign"** means any sign located on a property in a commercial zone.

24. **"Cornerstone Sign"** means a message carved or cast into a building, or a metal plaque permanently attached to a building.
25. **"Double-faced Sign"** means a sign with two parallel, identical faces or two identical sign faces that are not parallel but diverge from a common edge at an angle no greater than fifteen degrees, as shown in Figure 18.4.
26. **"Drive-thru Board Sign"** means a sign oriented to occupants of a vehicle utilizing a drive-thru lane at an establishment that offers transactions or exchanges through a window, with or without ordering capability. Drive-thru board signs shall not be considered a monument sign or wall sign.
27. **"Electronic Message Sign"** means a changeable copy sign, excluding score boards for sports fields, consisting of electronically controlled light sources which change the sign copy or graphics, where the copy changes more frequently than once per 24 hour period.

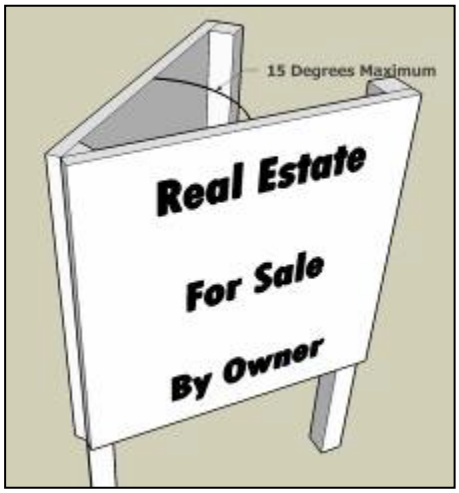


Figure 18.4

28. **"External Illumination"** means lighting which is mounted to illuminate a sign face from a remote position outside of the sign structure.
29. **"Flag"** means a sign that is constructed of fabric, plastic, or similar lightweight cloth-like material hung from a permanent or temporary pole, or attached to a structure, in such a manner as to allow movement of the material.
30. **"Feather Banner Sign"** means a type of temporary sign generally made of fabric or other light-weight material attached to a pole anchored into the ground. (see figure 18.5)
31. **"Freestanding Sign"** means a type of ground sign that is supported by any number of fixed permanent forms or supports between the sign face and the ground.



Figure 18.5

32. **"Ground Sign"** means a sign that has its own supporting structure and is not attached to or supported by a building. Types of ground signs include pedestal, pylon, and monument.
33. **"Group Identification Signs"** means a sign regarding two or more properties or uses that may share common frontage, access points, off-street parking, or loading areas.
34. **"Halo Illumination"** means a sign whose face is illuminated from behind and glows around the edges of letters or symbols giving the effect of a halo.
35. **"Illuminated Sign"** means any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.
36. **"Inflated Signs"** means a sign that is supported by heated or forced air or lighter-than-air-gases.
37. **"Interior Directional Signage"** means signage that is placed entirely within the boundaries of a development lot or site and situated adjacent to an internal intersection, drive-thru, or other similar feature that warrants vehicular or pedestrian directional clarification.
38. **"Monument Sign"** means a ground sign with a face that extends the entire width of the base. The base only then extends to the ground.

39. **"Neon Sign"** means any sign visible to the exterior of a building that uses neon, argon, or any similar gas to illuminate transparent of translucent tubing or other materials, or any use of neon, argon, or any similar gas lighting on or near the exterior of a building or window.
40. **"Nonconforming Sign"** means a sign that legally existed at the time that it was installed under the regulations in effect at that time, but does not conform to the current applicable regulations of the area in which it is located and has been maintained unmodified and continuously since the time the applicable regulations changed to render it nonconforming.
41. **"Off-premise sign"** means a sign, object, or structure with a message or form of communication that is not designed or intended to direct attention to a property or part of the property where the sign is located.
42. **"Painted Window Sign"** means a sign painted on windows or doors with markers, paints, or any other type of substance used to display messages.
43. **"Panel"** means a plate or other delineating feature containing sign copy within a larger sign.
44. **"Park and Trail Information Sign"** means a regulatory or informational sign for a park, trail, or other open space, including hours of operation, directional markers, mile markers, park rules, etc.
45. **"Pedestal Sign"** means a freestanding ground sign with two or more vertical supports extending from the sign face to the ground.
46. **"Pennant"** means an item made of flexible materials suspended from one or more corners, used in combination with other such signs to create the impression of a line.
47. **"Permanent Sign"** means any sign that is intended to be and is so constructed to be of a lasting and enduring condition, remain unchanged in character and condition beyond normal wear and tear, and be positioned in a permanent manner fixed to the ground, wall, or building.
48. **"Pole Sign"** means a freestanding sign which is supported by a single pole mounted permanently in the ground.
49. **"Primary Entrance"** means the entrance used by the majority of visitors to a property, use, or building.
50. **"Projecting Sign"** means a sign attached to a building and extending in whole or in part beyond any wall of the building.
51. **"Pylon Sign"** means a ground sign that includes only one vertical structural support connecting the face of the sign to the ground.
52. **"Replacement"** means removal of a sign and installation of a new sign. For the purposes of this Chapter the term "replacement" does not include the temporary removal of an existing sign for repair.
53. **"Residential Property"** means property zoned for residential use, and either vacant or used for a residence.
54. **"Residential Sign"** means a sign posted on residential property by the property owner.
55. **"Roof Sign"** means a building sign that projects above the building facade.
56. **"Scoreboard"** means a board on which the score in a game or match is displayed which may include product or team logos.
57. **"Seasonal Sign"** means any sign used for a temporary purpose including but not limited to fireworks and produce stands.
58. **"Sign"** means any writing, pictorial representation, illustration, emblem, symbol, design, or other figure or similar character, in view of the general public.

59. **"Sign Area"** means the area of a sign that is used for display purposes, excluding the sign structure, and as further detailed in Section 19.18 of the Land Development Code (see Item A, Figure 18.6).

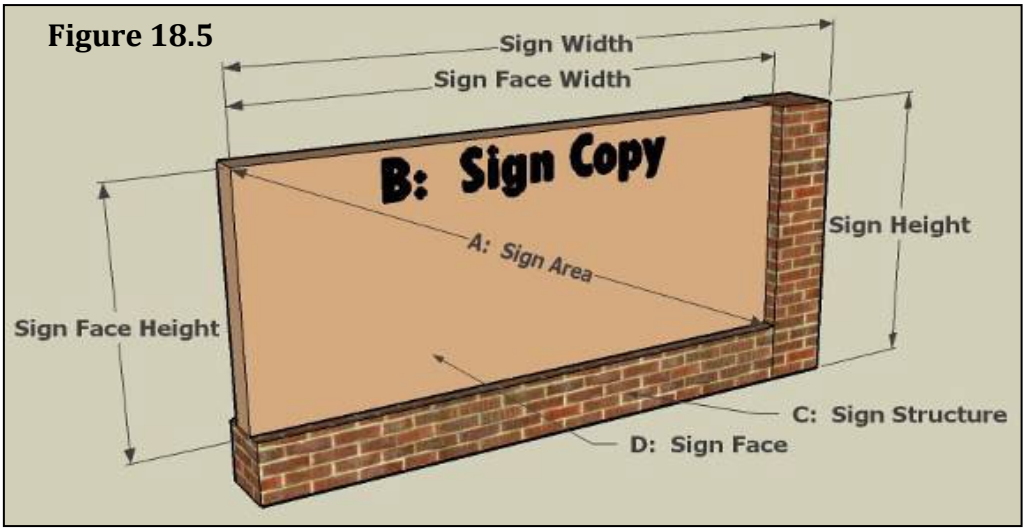


Figure 18.6

60. **"Sign Copy"** means any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign. Numbers and letters displaying only the street address of a site or building are not considered sign copy (see Item B, Figure 18.6).
61. **"Sign Face"** means the portion of any sign that is or may be used for purposes of displaying a message (see Item D, Figure 18.6).
62. **"Sign Structure"** means the portion of a sign that does not contain any message but exists only for structural support or aesthetic purposes. This definition may include, but is not limited to, the supports, uprights, bracing, cables, and framework of a sign (see Item C, Figure 18.6).
63. **"Signage Plan"** means a signage plan consists of one or more scaled drawings showing the location, type, size, and design of all existing and proposed signs on a site.
64. **"Snipe Sign"** means a small sign of any material including paper, cardboard, wood, or metal which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences, or other objects.
65. **"Suspended Sign"** means a sign attached to the ceiling of an arcade or the framework of a canopy and designed to hang over a sidewalk.
66. **"Temporary Sign"** means any sign not permanently attached to the ground or a structure that is installed or placed for a limited duration.

67. **"Tenant"** means owner, lessee, or occupant of a parcel or use.
68. **"Tenant Listing Sign"** means a wall sign on a building containing multiple tenants or uses, located near the entrance and designed in such a manner as to accommodate multiple sign plates.
69. **"Traffic Control Sign"** means standard regulatory signs installed by public agencies, including stop and yield signs, speed limit signs, etc.
70. **"Trailer Sign"** means a sign affixed to, applied, set upon, or printed on a trailer.

71. **"Vehicular Sign"** means a sign affixed to, applied, or printed on a vehicle.
72. **"Wall Sign"** means a building sign attached to the wall of a building and parallel with the wall to which it is attached.
73. **"Wind Sign"** means any propeller, fabric, or similar commercial device which is designed to flutter, rotate, or display other movement under the influence of the wind, not including flags as defined herein.
74. **"Window"** means any single window pane, or a series of adjacent window panes separated by twelve inches or less. Adjacent window panes set at different angles shall constitute separate windows regardless of separation.
75. **"Window Sign"** means signs, including posters, messages, or displays painted or displayed on the interior or exterior of a window or door so as to be visible from outside the building. Window sign does not include illuminated or flashing signs. Window sign does not include brown, black, white, tan, gray, or reflective tint, if it is plain and free of any writing, pictorial representation, illustration, emblem, symbol, design, or other figure of similar character.

(Ord. 19-38, Ord. 18-30, Ord. 17-26, Ord. 17-14, Ord 17-02, Ord. 16-20, Ord. 16-04, Ord. 13-16, Ord. 11-9)

19.18.06. General Standards.

1. **Sign Design and Materials.**
    a. **Landscaping**. The base of all Permanent Ground Signs, including without limitation Monument and Pedestal Signs, shall be landscaped and maintained at all times. The minimum landscaped area shall extend at least three feet beyond the base of the sign in all directions.
2. **Sign Placement.**
    a. **General Location.** No part of any sign shall interfere with the use of any fire escape, exit, doorway, sidewalk, roadway, stairway, door ventilator, or window. No Ground Sign shall be located within any public utility easement without review and approval by the City Engineer.
    b. **Clear Sight Triangle.** No sign shall be placed within the clear sight triangle as defined in Section 19.06 of this Code.
    c. **Traffic Safety.** No sign shall be designed or placed in any manner that may be confused with any official traffic sign or signal. No sign or other advertising structure shall be designed, constructed, or installed that by reason of its size, location, shape, coloring, or manner of illumination may be confused as a traffic control device. All Traffic Signs shall comply with the Manual on Uniform Traffic Control Devices.
    d. **Right-of-way.** No sign shall be located on public property or within any right-of-way unless otherwise permitted in this Chapter. In cases where a sign hangs over a public right-of-way, it shall extend no more than five feet over a public sidewalk as measured from the face of the supporting building, and shall have a minimum clearance of eight feet from the elevation of the sidewalk.
    e. Setbacks.

i. Side and Rear Setbacks not adjacent to a sidewalk or right-of-way. All permanent and temporary ground signs shall be located a distance equal to or greater than their height from any interior side or rear property line.

ii. Front and Street Side Setbacks and other setbacks adjacent to a sidewalk or right-of-way. All permanent and temporary ground signs, except for A-frame signs, shall be located at least three feet from the back of the sidewalk or right-of-way, whichever is greater, and from all driveways as measured from the back of the curb.

3. **Sign Illumination.**

a. All sign lighting shall comply with the limitations in Section 19.11 of this Code.

b. Additionally, individual signs shall be illuminated only by one of the following means:

i. **External Illumination.** Signs may be illuminated by a steady, stationary light, directed solely at the sign. Light fixtures for ground signs shall be screened from view by site grading or evergreen shrubs and must not beam directly onto adjacent properties or rights-of-way.

ii. **Internal Illumination.** Signs may be illuminated by an interior light with sign copy or face silhouetted on an opaque background.

iii. Halo Illumination. Building signs may be illuminated by neon lighting, only if the neon is used as a light source to form illuminated letters, symbols, sign trim, or some other portion of a sign that consists of 25% or less of the entire sign; or as halo illumination of the sign.

iv. **Digital Changeable Copy.** These signs may be illuminated using LED or digital displays and must have illumination control sensors that dim the lights at sunset to 0.3 foot-candles or less measured at one foot from the surface of the sign.

1. **Color.** Signs shall use red, white, or green characters and symbols.

c. Color. No illuminated sign may have a white, off-white, or near-white background, as shown in Figure 18.1. Non-illuminated signs may have a white, off-white, or near-white background..

d. Illumination for external and internally illuminated signs shall not exceed two foot-candles as measured one foot from the surface of the sign.

e. Illumination for "Changeable Copy, Digital" signs and "Monument" signs shall not exceed 0.3 footcandles over ambient light levels for the location and time, as measured from a horizontal distance approximately equal to the square root of the sign square footage x 100, and shall employ light cutoff devices, such as louvers, to minimize light escaping above the horizontal plane.

i. Example: 50 sq. ft. sign, x 100 = 5000. Square root of 5000 = 70.7. The measurement distance is approximately 71 feet from the sign.

ii. Example: 200 sq. ft. sign, x 100 = 20,000. Square root of 20,000 = 141.4. The maximum measurement distance is approximately 141 feet from the sign.

f. No illuminated signage shall directly face adjacent residentially developed or zoned property, including property across a street. Directly facing means perpendicular, and within 15 degrees of perpendicular in either direction.
Exception:

i. Illuminated signage may face adjacent residentially developed or zoned property if the signage is automatically dimmed by 50% so as to not exceed one foot-candle as measured one foot from the surface of the sign; and

ii. The Illuminated sign shall be a minimum of 150 feet from the nearest residential property line.

4. **Sign and Building Maintenance.**
   a. All signs shall be maintained in good condition.
   b. When a building sign is removed, the face of the building beneath the sign shall be restored to its original pre-sign condition.
   c. Those signs meeting the definition of Abandoned Sign in Section 19.18.03 shall be removed.
5. **Sign Construction.**
   a. **Building Codes**. All signs shall comply with the most recently adopted provisions of the National Electrical Code and the International Building Code, or applicable codes as adopted by the City.
   b. **Engineering Required.** All building permit applications for signs shall be engineered to demonstrate compliance with the applicable electrical or building code and, where required by the City Building Official, shall be accompanied by an original drawing stamped by a licensed engineer attesting to the adequacy of the proposed construction of the sign and its supports.
   c. **Power Source.** Permanent power sources for signs must be concealed underground away from public view or within the structure of the sign or building to which the sign is attached. All electrical connections must comply with all provisions of the National Electrical Code.
   d. **Foundations.** All ground signs must be mounted on foundations and footings which conform to the applicable building code.
6. **Monument and Pedestal Signs.**
   a. **Area**. The area of a monument or pedestal sign shall include all parts of the sign face or sign structure that contains text or graphics, as shown in Figures 18.8 and 18.9..
   b. **Height.** The height of a monument or pedestal sign shall be measured from the highest point of the sign structure to the height of the street curb or sidewalk nearest the sign. If the sign is located more than fifteen feet from the back of curb or sidewalk, whichever is nearest, the height shall be measured from the grade at the location of the sign, as shown in Figures 18.8 and 18.9.
   c. **Multiple Faces.** Signs containing more than one display face shall be calculated as the total area of all faces, except where the interior angle between two faces is fifteen degrees or less, in which case only one display face shall be included in the calculation.
   d. **Monument sign base.** The base of the sign shall be a minimum of two feet in height, and shall be constructed of materials and colors that match the building or use. The base shall run the entire horizontal length of the sign and shall contain no sign copy.
   e. **Pedestal sign base.** At least two vertical structural supports shall be used on pedestal signs, and the open area of the sign between the supports shall occupy no more than forty percent of the vertical height of the sign.

f. **Changeable Copy.** Non-digital changeable copy may be incorporated into the sign face up to a maximum of 50% of the sign area. A protective cover is required over the changeable copy.

g. **Address.** Monument signs shall contain the address of the parcel or use; for multiple addresses, the sign shall contain the range of addresses for the uses. The address may be included in the sign copy, or displayed on the sign structure, and shall not be occluded by landscaping.



Figure 18.8

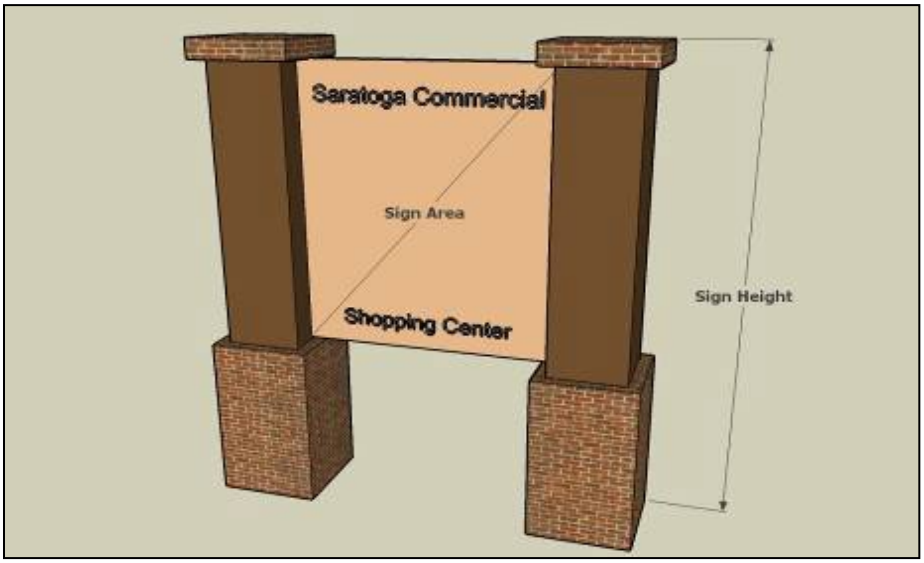


Figure 18.9



Figure 18.10

7. **Building Signs.** The main portion of any building sign shall be either a complex cabinet sign or channel lettering. A portion of the sign may be used for the logo and may be a simple cabinet sign only when a complex cabinet sign or channel lettering accompanies it.

   a. Area, direct-mounted. The area of a sign consisting of text or graphics mounted directly against a wall, window, or fascia of a building and without a background shall be measured by drawing the smallest possible rectangle around the entire group of text or graphics; where there are multiple rows of text or graphics separated by a minimum of twelve inches, the area shall be measured by drawing the smallest possible rectangle around each row of text and/or graphics, as shown in Figure 18.10.

   b. Area, background mounted. The area of a sign consisting of text or graphics mounted on a background panel or surface shall be measured as the area within the outside dimensions of the background panel or surface, as shown in Figures 18.1 and 18.2.

   c. Mounting. No portion of the sign shall project above or below the highest or lowest part of the wall on which the sign is located. The sign shall not project outwards more than eighteen inches from the face of the building to which it is attached.

(Ord. 18-22, Ord. 17-14, Ord. 17-08, Ord. 16-04, Ord. 13-16, Ord. 12-9, Ord. 11-9)

19.18.09. Institutional/Civic Zone Sign Standards.

1. Schools, churches, public facilities, and other uses in the Institutional/Civic Zone are permitted the following signage.
   a. **Primary Building Signs.**
      i. **Number.** Each primary building is permitted two building signs.
      ii. **Size.** A primary building sign shall not exceed eight percent of the façade on which the sign or signs are mounted, or thirty square feet, whichever is larger.
      iii. **Height.** Any building sign that protrudes more than two inches from the façade for single story buildings shall maintain a minimum of eight feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each such sign for multiple story buildings shall be mounted no lower than the bottom of the top floor of the building.
   b. **Monument Signs.**
      i. Number.

1. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.

ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.

iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.

c. **Pole Signs.**

i. Not permitted, except as an Internal Directional Sign.

d. **Window and Door Signs.**

i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.

e. **Temporary Signs.**

i. Banner Signs.

1. Banner Signs shall only be permitted on a temporary basis.
2. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
3. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
4. Banner signs shall be limited to no more than one sign per business at any time, for a cumulative total of sixty days in a calendar year.

ii. **Other Temporary Signs.** An Institutional/Civic lot is permitted the following:

1. Either
   a. up to two temporary signs, each limited to four feet in height and six square feet in size, for a cumulative total of six months in a calendar year, or
   b. multiple temporary signs, each limited to three feet in height, with the face area of all signs limited to a cumulative total of twelve square feet, for a cumulative total of six months in a calendar year. And

iii. A lot or property that is currently for sale or actively for rent is also permitted, one temporary sign, limited to six feet in height and 24 square feet in size, during the period for which the property is for sale or rent.

f. **Internal Directional Signs.**

i. **Type.** Small pedestal, pole, and monument signs are the only freestanding directional signs permitted.

ii. Location.

1. all signs shall be located interior to the development and shall not be oriented to draw traffic from the exterior of the development.
2. all signs shall be located adjacent to and within ten feet of an internal intersection, or drive-thru, or similar feature needing directional clarification as identified on an approved site plan.

iii. **Height.** A small pedestal, pole, or monument sign shall not exceed a height of three feet.

iv. **Size.** A small pedestal, pole, or monument sign shall not exceed three square feet in size.

1. The pole size for an internal directional sign must be at least six inches in width.

v. **Number.** No more than two pedestal or monument signs per internal intersection, drive-thru, or similar feature.

(Ord. 17-08, Ord. 16-20, Ord. 16-04)

19.18.10. Commercial Zone Sign Standards.

1. Temporary Signs in all Commercial, Mixed Use, and Mixed Waterfront Zones.

a. **Banner Signs**.

i. Banner signs shall only be permitted on a temporary basis.

ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.

iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.

iv. Banner signs shall be limited to no more than one sign per business at any time, for a cumulative total of sixty days in a calendar year.

b. **Other Temporary Signs.** A Commercial lot is permitted the following:

i. Either

1. up to two temporary signs, each limited to four feet in height and six square feet in size, for a cumulative total of six months in a calendar year, or
2. multiple temporary signs, each limited to three feet in height, with the face area of all signs limited to a cumulative total of twelve square feet, for a cumulative total of six months in a calendar year. And

ii. A lot or property that is currently for sale or actively for rent is also permitted, one temporary sign, limited to six feet in height and 24 square feet in size, during the period for which the property is for sale or rent.

2. Grand Opening Signs in all commercial zones.

a. Within the first year of obtaining a first business license at a particular location for the business, a business may erect, in addition to permitted permanent signs, otherwise prohibited temporary signage at that location for a single period of time not to exceed forty-five calendar days. All temporary signage must be removed at the end of the forty-five day period. Such temporary signage includes:

i. banners exceeding the maximum size otherwise defined in this chapter,
ii. streamers,
iii. pennants,
iv. balloon signs, and
v. wind signs.

3. Tenant Listing Signs in all commercial zones.

a. **Number.** Each building that contains multiple tenants or uses shall be limited to one sign in addition to other allowed wall signage per zone per primary entrance to the building, and each tenant shall be limited to one panel.
b. **Size.** Each panel shall be limited to a maximum of one square foot.
c. **Design.** All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.
d. **Location.** Each tenant listing sign shall be located on the same façade as the primary entrance, in a location easily visible to persons using the primary entrance.
e. **Height.** Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.

4. Internal Directional Signs in all commercial zones

a. **Type.** Small pedestal, pole, and monument signs are the only freestanding directional signs permitted.
b. **Location.** All signs shall be located adjacent to and within ten feet of an internal intersection, drive-thru, or similar feature needing directional clarification as identified on an approved site plan.
c. **Height.** A small pedestal, pole, or monument sign shall not exceed a height of three feet.
d. **Size:** a small pedestal, pole, or monument sign shall not exceed three square feet in size.
    i. The pole size for an internal directional sign must be at least six inches in width.
e. **Number.** No more than two pedestal or monument signs per internal intersection, drive-thru, or similar feature.

5. Signage in the Neighborhood Commercial Zone.

a. Building Signs.
    i. See Regional Commercial requirements.

b. Monument Signs.
    i. **Number.**
        1. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
            a. When allowed a monument sign by code, a third Secondary Building Sign may be allowed in lieu of a monument sign, but shall not exceed one building sign per elevation.
        2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.

ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.

iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.

c. Pedestal Signs.

i. Only internal directional signage permitted.

d. Awning and Canopy Signs.

i. **Number.** One awning or canopy may be used as signage for a tenant, in lieu of a secondary building sign.

ii. **Location and Design**. Awning and Canopy signs shall be located on the first floor only, and only awnings or canopies approved as part of the site plan and located above doors or windows may be used for signage. Sign copy is only permitted on the vertical portion of the canopy; no sign copy shall be placed on the roof portion.

iii. **Size.** Sign content shall not exceed twenty percent of the awning or canopy façade on which the sign is located, or fifteen square feet, whichever is less.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the awning or canopy.

e. Projecting and Suspended Signs.

i. **Number.** Each street-level tenant is permitted one projecting or suspended sign.

ii. **Location and Design.** Signs shall be located above the entrance to the use, shall not extend more than five feet from the wall to which they are attached, shall maintain clearance of six inches between the sign and the wall, and shall be a minimum of thirty feet from the nearest projecting or suspended sign.

iii. **Size.** Signs shall not exceed twelve square feet in size.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the sign.

f. Window and Door Signs.

i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.

1. A window sign may be increased to 1/3 of the window or door on which the sign is located if there is not a building sign on that elevation.

g. Drive-thru Board Sign for Non-Residential Uses. Drive-thru board signs are allowed for non-residential uses provided the requirements in this section are met.

i. **Location.** All drive-thru board signs shall be located adjacent to the drive-thru lane and shall not be located in any required setback. Signs may be located on the building or as a monument-style sign.

ii. **Height.** A drive-thru board sign shall not exceed eight feet in height.

iii. **Size**. A drive-thru board sign with a menu (or options) board sign shall not exceed 45 square feet.

iv. **Number.** One drive-thru board sign with a maximum area of 45 square feet and one sign with a maximum area of ten square feet shall be permitted for each drive-thru board lane.

v. **A Drive-thru Board Sign may be LED and shall comply with the following:**

1. The light output of the LED shall not exceed 2 foot-candles;
2. The image, colors, and text may not be changed more than 3 times per day;
3. All images, colors, and text shall be static with no flashing, scrolling, or animation;
4. The LED sign shall not use white as a predominate color; and
5. At any time the business or drive-thru is closed to the public, the drive-thru board sign shall be turned off and shall remain off until the business or drive-thru is open to the public.

6. Signage in the Regional Commercial, Heavy Commercial, and Community Commercial Zones.

a. Building Signs.

i. **Number.** Each tenant in a building is permitted one primary building sign, and two secondary signs; buildings or uses that are larger than 50,000 square feet and have more than one primary entrance may have a second primary sign.

ii. **Size, primary signage.** The primary building signage shall not exceed a cumulative total size equal to eight percent of the façade on which the sign or signs are mounted, or 30 square feet, whichever is larger.

iii. **Secondary signage.** Secondary signage shall not be mounted on the same façade as primary signage, and each secondary sign shall not exceed a cumulative total size equal to four percent of the façade on which the sign or signs are mounted.

1. Secondary signs may be located on the same elevation as a primary sign, in lieu of an alternative location, if 1) the signs are located on a building with a single primary tenant, and 2) the building façade measures at least 400 lineal feet.

b. Monument Signs.

i. **Number, in addition to interior directional signage.**

1. Single building or use: One monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
    a. When allowed a monument sign by code, a third Secondary Building Sign may be allowed in lieu of a monument sign when one would be permitted by code. Not to exceed one sign per elevation.
2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.

ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.

iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.

c. Pedestal Signs.

i. **Number.** In addition to interior directional signage, developments consisting of more than seven acres shall be permitted one pedestal sign for each major entrance into the development.

ii. **Spacing.** Pedestal signs must be separated by a minimum distance of 300 feet as measured diagonally across the property, and shall be a minimum of 200 feet from any other ground sign on the same frontage.

iii. **Size.** The area of the sign face shall not exceed 120 square feet.

iv. **Height.** The sign shall not exceed twenty feet in height.

d. Awning and Canopy Signs.

i. **Number.**

1. One awning or canopy attached to a building may be used as signage for a tenant, in lieu of a secondary building sign.
2. Up to two freestanding awnings or canopies may be used for signage.

ii. **Location and Design.**

1. Building Awning and Canopy signs shall be located on the first floor only, and only awnings or canopies approved as part of the site plan and located above doors or windows may be used for signage.
2. Signage shall only be permitted on freestanding awnings and canopies when such structures and signage are approved as part of a site plan.
3. Sign copy is only permitted on the vertical portion of the canopy; no sign copy shall be placed on the roof portion.

iii. **Size.**

1. Building Awning and Canopy Signs: sign content shall not exceed twenty percent of the awning or canopy on which the sign is located, or fifteen square feet, whichever is less.
2. Freestanding awnings or canopies: sign content shall not exceed ten percent of the freestanding awning or canopy on which the sign is located, or fifteen square feet, whichever is less.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the awning or canopy.

e. Projecting and Suspended Signs.

i. **Number.** Each street-level tenant is permitted one projecting or suspended sign.

ii. **Location and Design.** Signs shall be located above the entrance to the business, shall not extend more than five feet from the wall to which they are attached, shall maintain clearance of six inches between the sign and the wall, and shall be a minimum of thirty feet from the nearest projecting or suspended sign.

iii. **Size.** Signs shall not exceed twelve square feet in size.

iv. **Height.** A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the sign.

f. Window and Door Signs.

i. Sign content shall not exceed twenty percent of the window or door on which the sign is located.

ii. A window sign may be increased to 1/3 of the window or door on which the sign is located if there is not a building sign on that elevation.

g. Drive-thru Board for Non-Residential Uses. Drive-thru board signs are allowed for non-residential uses provided the requirements in this section are met.

i. **Location:** All drive-thru board signs shall be located adjacent to the drive-thru lane and shall not be located in any required setback. Signs may be located on the building or as a monument-style sign.

ii. **Height:** A drive-thru board sign shall not exceed eight feet in height.

iii. **Size:** A drive-thru board sign with a menu (or options) board sign shall not exceed 45 square feet.

iv. **Number:** One drive-thru board sign with a maximum area of 45 square feet and one sign with a maximum area of ten square feet shall be permitted for each drive-thru board lane.

v. **A drive-thru board sign may be LED and shall comply with the following:**

1. The light output of the LED shall not exceed 2 foot-candles;
2. The image, colors, and text may not be changed more than 3 times per day;
3. All images, colors, and text shall be static with no flashing, scrolling, or animation;
4. The LED sign shall not use white as a predominate color; and
5. At any time the business or drive-thru is closed to the public, the drive-thru board sign shall be turned off and shall remain off until the business or drive-thru is open to the public.

h. Changeable Copy, Digital.

i. Digital Changeable Copy may be utilized for only one of the following per lot or licensed use:

1. Up to 25% of the allowable signage area for an approved monument sign in lieu of manually operated changeable copy, with a maximum of two signs.
2. Up to 25% of the allowable signage area for an approved canopy sign, with a maximum of three signs.

19.18.11. Industrial Zone Sign Standards.

1. Primary Building Signs.

a. **Number.** Each building is permitted one primary building sign.

b. **Size.** The primary building sign shall not exceed eight percent of the façade on which the sign or signs are mounted, or thirty square feet, whichever is larger.

c. **Height.** Each primary building sign for single story buildings shall maintain a minimum of eight feet of clearance between the top of the nearest sidewalk or curb and the bottom

of the sign; each primary building sign for multiple story buildings shall be mounted no lower than the bottom of the top floor of the building.

2. **Tenant Listing Sign.**
    a. **Number.** Each building that contains multiple tenants or uses shall be limited to one sign per primary entrance to the building, and each tenant or use shall be limited to one panel.
    b. **Design.** All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.
    c. **Size.** Each panel shall be limited to a maximum of one square foot.
    d. **Location.** Each tenant listing sign shall be located on the same façade as the primary entrance, in a location easily visible to persons using the primary entrance.
    e. **Height.** Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.
3. **Monument Signs.**
    a. **Number, in addition to internal directional signs.**
        i. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
            1. A Secondary Building Sign, of up to 4% of the primary building sign's façade area, may be allowed in lieu of a monument sign when one would be permitted by code.
        ii. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.
    b. **Size**. A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.
    c. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
4. **Pedestal Signs.**
    a. Only internal directional signs permitted.
5. **Window and Door Signs.**
    a. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.
        i. A window sign may be increased to 1/3 of the window or door on which the sign is located if there is not a building sign on that elevation.
6. **Temporary Signs.**
    a. **Banner Signs.**
        i. Banner Signs shall only be permitted on a temporary basis.
        ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
        iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
        iv. Banner signs shall be limited to no more than one sign per business at any time, for a cumulative total of sixty days in a calendar year.

Chapter 19.18. Sign Regulations.

Sections:

19.18.04. Prohibited Signs.
19.18.05. Signs Not Requiring a Permit.

19.18.04. Prohibited Signs.

1. The following signs and any sign not otherwise authorized under the terms of this code are prohibited in the City, except as expressly permitted elsewhere in this chapter:
    a. Abandoned Signs.
    b. Animated Signs.
    c. Bench Signs other than artwork included in the bench structure.
    d. Balloon Signs.
    e. Billboards.
    f. Cabinet Signs, Simple.
    g. Electronic Message Signs.
    h. Flashing Signs.
    i. Neon Signs in residential zones.
    j. Off-premise permanent signs.
    k. Pennants.
    l. Pole Signs.
    m. Pylon Signs.
    n. Roof Signs.
    o. Snipe Signs. Exception: see Homeowners Association (HOA) signs in 19.18.05.
    p. Wind Signs.
    q. Vehicle Signs parked outside of designated parking stalls, or occupying required parking for more than 50 percent of the operating hours.
    r. Trailer Signs not affixed to a vehicle, parked outside of designated parking stalls, or occupying required parking for more than 50 percent of the operating hours.
    s. Painted signs on a building wall.
    t. Feather banner signs.
    u. Signs not otherwise expressly permitted in this chapter.

(Ord. 19-15, Ord. 18-30, Ord. 17-14, Ord. 16-04, Ord. 13-16, Ord. 11-9)

19.18.05. Signs Not Requiring a Permit.

The following signs may be placed without a permit:

12. Scoreboards within Regional Parks. No electronic advertising is permitted; only the score may be displayed electronically.
13. HOA Signs.
    a. Snipe Signs.

Option 1

i. Exception: a Homeowners Association (HOA) may allow and approve the location of these signs as long as they are not located in right-of-way or in the clear site triangle and are located on the HOA property and shall not be placed on or cover traffic signs.

Option 2

~~12.~~i. Exception: a Homeowners Association (HOA) may allow and approve the location of these signs on HOA maintained and/or owned property as long as they are not located in an arterial or freeway right-of-way or in the clear site triangle and shall not be placed on cover traffic signs.

b. Banner Signs.

i. Banner signs shall only be permitted on a temporary basis.

ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.

iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.

iv. Banner signs shall be limited to no more than 30 days per sign.

(Ord. 17-26. Ord 17-02, Ord. 16-04, Ord. 13-16, Ord. 12-9, Ord. 11-9)

ORDINANCE NO. 24-48 (10-15-24)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ("CITY") ADOPTING AN AMENDMENT TO TITLE 19 OF THE SARATOGA SPRINGS CITY CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah ("City Council") previously adopted ordinances codified in Title 19; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 et seq., the City Council may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City Council has reviewed the City Code and finds that further amendment to the City Code is necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 et seq.; and

WHEREAS, pursuant to Utah Code Chapter 10-9a, a municipal legislative body such as the City Council may enact or amend land use regulations so long as such advances the purposes in Chapter 10-9a and a duly-noticed public hearing was first held by the planning commission; and

WHEREAS, the Saratoga Springs Planning Commission held a public hearing, after the required public notice, on September 12, 2024 and forwarded a recommendation to the City Council with or without amendments; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and all public comment received at the Planning Commission public hearing; and

WHEREAS, the City Council hereby finds that the amendments attached as Exhibit A advance the purposes of Utah Code Chapter 10-9a and further the public health, safety, and welfare of Saratoga Springs residents.

NOW THEREFORE, the City Council ordains as follows:

SECTION I – ENACTMENT

The amendments to Title 19 of the City Code attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning 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 and on the City's official website; and
    ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 15th day of October, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Chris Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____		

EXHIBIT A
Title 19 Amendments

PATRIOT PARK *Phase 3 Conceptual Design*

1 — Concessions (For Tournaments)/ Storage
2 — Baseball Facility/Restrooms/Storage
3 — Large Pavilion
4 — Concessions/Large Pavilion/Storage/Additional Maintenance
5 — Pavilion/Restrooms
6 — Pavilion/Restrooms

PLAY
PICKLEBALL
TRAILS
BRIDGE
TENNIS
BASEBALL/SOFTBALL
BASEBALL/SOFTBALL
BASEBALL/SOFTBALL
BASEBALL/SOFTBALL
SYNTHETIC INFIELDS
PLAY
BASKETBALL
OPEN PARKING
MULTI-USE FIELDS
CONCESSIONS
SHADE PAVILIONS
STORAGE
ADDITIONAL MAINTENANCE BUILDING
EXISTING MAINTENANCE BUILDING
MATERIAL STORAGE BINS
TRASH ENCLOSURE
TRASH ENCLOSURE
SOCCER FIELDS
CITY HALL
AMPHITHEATER





PATRIOT PARK *Conceptual Rendering*

