



AGENDA – City Council Meeting

Mayor Jim Miller

Mayor Pro Tempore Audrey Barton

Council Member Christopher Carn

Council Member Michael McOmber

Council Member Lance Wadman

Council Member Stephen Willden

CITY OF SARATOGA SPRINGS

Tuesday, June 17, 2025 @ 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. Presentation: Oath of Office for Police Officers, Jeremy Elton and Adell Barton.
5. 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.
4. Other: Saratoga Springs Police Department Victim Services presentation.

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. Approval of Minutes: June 3, 2025.

PUBLIC HEARINGS

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

1. Budget Amendments for Fiscal Year 2024-2025. Resolution R25-32(06-17-25).

BUSINESS ITEMS

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

1. Approval of Certified Tax Rate for tax year 2025-2026, with no tax increase. Resolution R25-33 (06-17-25).
2. Reimbursement Agreement for Fox Hollow N5, Lennar Homes as applicant. Resolution R25-34 (06-17-25).
3. Steele Ridge Development Agreement for City Entry Monument. Located approximately Crossroads Blvd. and Riverside Drive. City Initiated. Ordinance 25-47 (06-17-25).
4. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 - Sign Regulations, pertaining to signage in commercial zones. City-Initiated. Ordinance 25-48 (06-17-25).
5. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02 (Definitions), 19.04 (Establishment of Land Use Zones and Official Map), and 19.09 (Off-Street Parking) for Athletic Coaching. Ordinance 25-49 (06-17-25).

6. Updates to the Bylaws of the City Council of the City of Saratoga Springs. Resolution 25-xx-(xx-25).

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

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.



Saratoga Springs Police Department Victim Services



Report to Governing Entity

- I would like to begin with acknowledging the assistance our program currently receives, made possible through VOCA (Victims of Crime Act) Grant funding, awarded to our city and police department by the Office for Victims of Crime.
- **As part of the certified assurances of the VOCA grant, we are required to present a report to our city's governing board, including crime categories under which victims are served, types of services provided and program accomplishments.**





Crime Categories Served

The numbers shown next each crime category, reflects the number of victims we have worked with during the time frame, in each respective category. They do not reflect the number of interactions we have had with each specific victim. It is not uncommon, especially in cases of domestic violence, to work with victims on an ongoing basis and provide services in multiple different categories on multiple occasions. This contact typically lasts through the completion of their court case, but sometimes continues beyond.





Crime Categories Served

(number of victimizations during grant award period July 2023 – March 31, 2025)

- Adult Physical Assault **(12)**
- Adult Sexual Assault **(22)**
- Adults Sexually Abused/Assaulted as Children **(3)**
- Arson **(1)**
- Bullying
- Burglary **(2)**
- Child Physical Abuse or Neglect **(20)**
- Child Pornography
- Child Sexual Abuse/Assault **(25)**
- Domestic and/or Family Violence **(237)**
- DUI/DWI Incidents **(2)**
- Elder Abuse or Neglect **(1)**
- Hate Crime **(1)**
- Human Trafficking: Labor
- Human Trafficking: Sex
- Identity Theft/Fraud/Finance Crime **(5)**
- Kidnapping (non-custodial)
- Kidnapping (custodial) **(2)**
- Mass Violence (domestic/international)
- Other Vehicular Victimization **(8)**
- Robbery **(1)**
- Stalking / Harassment **(45)**
- Survivors of Homicide Victims **(6)**
- Teen Dating Victimization **(2)**
- Terrorism (Domestic/International)
- Violation of a Court (Protective Order) **(5)**



Types of services provided

Information & Referral

Information about victim rights, how to obtain notifications etc.

Referral to other victim service programs

Referral to other services, supports & resources

Referral for protective order/stalking injunction

Personal Advocacy/Accompaniment

Accompaniment to emergency medical care

Accompaniment to medical forensic exam

Law enforcement interview advocacy/accompaniment

Individual advocacy

Immigration assistance

Interpreter services

Emotional Support or Safety Services

Crisis Intervention (in person, includes safety planning etc)

On-scene crisis response

Criminal/Civil Justice System Assistance

Notification of criminal justice events

Victim impact statement assistance

Assistance with restitution

Other emergency justice related assistance

Prosecution interview advocacy/accompaniment

Law enforcement interview advocacy/accompaniment

Criminal advocacy/accompaniment



Program accomplishments & records of providing effective services

Notification of criminal justice events

665

- Notifying of hearings and appearances, release from jail, status of the case, bond hearings, disposition options or any other assistance in getting information on changes in defendant's status

On-scene crisis response

14

- Providing immediate, in person crisis intervention, emotional support, guidance and counseling. These services must occur at the scene of the crime or become immediately necessary due to the crime.

Referral to other victim service programs

345

- Referring to other victim service providers if our program lacks capacity to provide the needed support. Ex: developmentally or culturally appropriate services or services that correlate with the offense experienced.



Utah Victims Rights

Utah Legislature and Constitution protects and honors victims' rights. You can locate these rights in [the Utah Constitution, Article 28](#) and in the Utah Criminal Code at [77-37](#), [77-38](#) and [77-38a](#)

Victims have a right to:

Be informed as to the level of protection from intimidation, free from harassment, harm and abuse available to them throughout the criminal justice process

Be informed and assisted as to their role in the criminal justice process

Have a clear explanation regarding relevant legal proceedings

Have a secure waiting area that does not require them to be in close proximity to defendant or family and friends of the defendant

Seek restitution and reparations

Have any personal property returned to the victim when the court or prosecution no longer needed

Reasonable employer intercession services to minimize employees' loss of pay and other benefits resulting from their participation in the criminal justice process

The right to object to a petition for expungement

Speedy disposition of the entire criminal justice process

Timely notice of judicial proceedings they are to attend and timely notice of cancellations

Victims' Rights listed are summarized from [Utah Code 77-37](#) Refer to the code for exact and full language



Conclusion

As the cities we support continue to grow, so does the need for supportive services for victims of crime. In order to support and uphold the rights of crime victims as citizens in our community, it is imperative that victim services continue to be a supported program within our police department and city.

Thank you for your continued support to victim services!





Questions?





MINUTES – City Council Meeting

Tuesday, June 3, 2025

City of Saratoga Springs City Offices

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

CITY COUNCIL POLICY MEETING

CALL TO ORDER

6:00 p.m. by Mayor Jim Miller.

- 5 1. **Roll Call** – A quorum was present

Present:

Mayor Jim Miller, Council Members: Audrey Barton, Chris Carn, Michael McOmber, Stephen Willden.

10 Staff: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Attorney Rulon Hopkins, Planning Director Sarah Carrol, Senior/Long-Range Planner Tippe Morlan, Senior Planner Austin Roy, Senior Planner David Jellen, Senior Planner Gina Grandpre, Community Development Director Ken Young, Staff Engineer Ken Knight, Parks Superintendent Rick Kennington, Parks Supervisor Jacob Motter, Parks Supervisor Trevor Seguin, Cemetery Sexton Colton Peart, City Recorder Nicolette Fike, Deputy Recorder Wendy Wells, and Deputy Recorder Kayla Moss.

15 Others: BJ Ryan, Bryson Fish, Austin Cowen, Jon Galbraith, Chad Spencer, Ross Welch, Greg Paley, Whitney Ward, Rachel Stein, Rob Taylor, Raelena Farmer, Sean Robison.

Excused:

City Council Member Lance Wadman

- 20 2. **Invocation/Reverence** – given by Mayor Jim Miller

3. **Pledge of Allegiance** – led by Council Member Carn

- 25 4. **Public Input** – opened by Mayor Jim Miller at 6:07 p.m.

Rob Taylor, resident in the Wildflower Community, advised that they were one of the first families to move into the community in 2019. The marketing at that time showed grand plans for the community amenities. The HOA is still under exclusive control of DAI. The homeowners have no vote or control over what happens with the HOA. DAI had originally announced that the lake would be open Memorial Day 2023 but they are now saying that it may be open by Labor Day at the earliest. They have also released information on a dog park that is supposed to be open. Lennar has presented their opinions to the City Council. They made promises to be more involved and more open communication with the HOA. He does not feel like more communication is what is needed, he wants the amenities finished.

35 Raelena Farmer, also a resident of Wildflower, advised that there are zero completed amenities in their community. Even the amenities that appear to be finished aren't fully functioning because they don't have garbage cans at the sites and no bathrooms. She doesn't feel like DAI should be able to get away with just disappearing with no consequences. She also feels like Lennar should have been more involved from the start.

40 Sean Robison, Schoolhouse Road, came to follow up on a petition for a crosswalk at Patriot Park to their community.

Public Input – closed at 6:13 p.m. by Mayor Jim Miller.

REPORTS

- 45 1. **Mayor:** No report given.

2. **City Council:** City Council Member McOmber encouraged the community to participate in the Splash Days events happening next week.

3. **Administration:** No report given.

50 CONSENT ITEMS

1. Appointing Michael Hinkley and Trevyn Sagucio to the Library Board. Resolution R25-30 (06-03-25).
2. Approval of Minutes: May 20, 2025.

55 Motion made by Council Member Carn to approve the Consent items. Seconded by Council Member Willden.

Vote:

Council Member Barton Yes

Councilmember Carn Yes

60 Councilmember McOmber Yes

Councilmember Wadman Absent

Councilmember Willden Yes

Motion passed 4-0.

65 BUSINESS ITEMS

Mayor Miller moved an item out of order on the agenda to address the issue that most people in attendance were there to listen to.

- 70 7. **Wildflower Village Plan 9, located West of Mountain View Corridor and Wild Blossom Blvd. BJ Ryan-Lennar Homes as Applicant. Ordinance 25-43 (06-03-25).** Senior Planner David Jellen presented this Village Plan to the City Council. He advised that the applicant requests approval of Wildflower Village Plan 9 (VP 9), pursuant to Section 19.26 of the City Code. The applicant is proposing to combine Villages 9 and 10 as shown in the Wildflower Community plan into one village, VP 9, with this application, which will be the final residential village plan within the Wildflower Planned Community and consists of approximately 311.62 acres and 1,022 equivalent residential units (ERUs) entirely within the PC zone subject to the Wildflower Community Plan (CP).

75 BJ Ryan with Lennar Home was in attendance representing the applicant. He knows that there is a lot of frustration on the site and advised that he doesn't think it makes sense to go backwards in history but they are fully on board with fixing the problems going forward. He feels they have demonstrated the ability to make progress on the projects that have no be completed.

80 Council Member McOmber appreciated that the applicant was in attendance at the meeting. He has heard the complaints from residents. He was vocal at the last meeting about all of the frustration that has come to him. He went out and met with Lennar to see the actions that have been taken by the developer to complete the projects. He mentioned that progress has been made, but a year and a half is quite a bit of time to complete projects. However, he understands that they came in to problems that needed to be fixed. He also mentioned that the City didn't hold things up, they were just making sure that the projects were safe. The City is limited to what they are allowed to stop on the project, and only did so if safety could have been a problem. He would like to see occupancy held on building in the new phase until the lake park is completed.

85 City Attorney Kevin Thurman mentioned that occupancy cannot be held based on previous phases not being completed. If there is a bond in place for those improvements it prevents the City from holding occupancy. There are only certain safety conditions that would allow for occupancy to be held and those relate to fire and building violations.

90 Mayor Miller thanked the residents for their emails and messages and comments at the meeting regarding this project. There are three sides to this story and it takes everyone to come to a conclusion.

100 Bryson Fish, President of Lennar Homes of Utah, advised they did discuss occupancy with Council Member McOmber. He advised that Lennar is absolutely committed to getting the amenities done. They took ownership of Village Plans 7, 8, and 9. Then they took over the Lake and Dog Park. It has taken some time to get things fixed. He mentioned that the City Staff has been great to work with. The shower house and bathroom permits have been issued now. They took this on voluntarily so that they could have management control and have been making an effort to move the amenities forward. They are okay with the occupancy stipulations as it stands right now. They don't see any issues with getting things finished before needing to occupy.

Council Member Chris Carn reiterated what the City Attorney said. As long as there is a bond in place on past phases, and a bond on the current phase, we aren't legally able to hold anything up. He does think that Lennar will do what they can to finish the projects in a timely manner.

Mr. Ryan advised that they have spoken to the declarant of the HOA and they have agreed to convey any information Lennar relays to them to the residents.

Council Member Willden advised that his big concern is addressed by them publically committing to getting the amenities done by September.

Council Member Barton thanked the developer for taking the time to meet with them on-site so they could see the project and where they are at in the process.

Motion made by Council Member McOmber to approve the Wildflower Village Plan 9, located West of Mountain View Corridor and Wild Blossom Blvd. BJ Ryan-Lennar Homes as Applicant. Ordinance 25-43 (06-03-25) with the Findings and Conditions in the Staff Report adding a non-binding condition that the lake be open by Labor Day to open occupancy for this phase and the additional condition 7 presented during the meeting for the church site. Seconded by Council Member Willden.

The applicant verbally agreed to the non-binding condition of doing their best to complete the lake park before occupancy is given on the new homes.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>
<u>Councilmember Wadman</u>	<u>Absent</u>
<u>Councilmember Willden</u>	<u>Yes</u>

Motion passed 4-0.

- 1. Update to the Saratoga Springs City Code for Public Property Regulations and Cemetery. City Initiated. Ordinance 25-40 (06-03-25).** City Attorney Kevin Thurman presented these proposed updates to the City Council. He advised that City staff has determined that regulations of City parks, trails, and recreation facilities need to be passed. In addition, the city needs regulations regarding speech on city property. Further, city staff is proposing cemetery regulations in Title 11, which is being brought as another agenda item. Moreover, Chapter 2.08, Disposal of Real Property, has never had a logical home, so staff is proposing that it be moved into Title 11. Finally, Title 11 will also allow additional code amendments, such as special event regulations, to be enacted in the future by creating a broad title of the City Code.

Council Member McOmber asked if there is any state statute that needs to be referenced in case they make changes.

City Attorney Thurman mentioned that a revision is needed in 11.02.02 to say other rules outside of the regulations in this code need to be posted on the property. He also mentioned that class 2, 3, and 4 electric bikes are restricted on trails based on this code. These are the ones that go 30-40 miles per hour, not the standard electric bikes.

City Manager Mark Christensen advised that they have also posted no fishing signs at the swim jetty and that will allow for enforcement of those rules.

Motion made by Council Member Willden to approve the Update to the Saratoga Springs City Code for Public Property Regulations and Cemetery. City Initiated. Ordinance 25-40 (06-03-25) modifying section 10.02.02.2 that states any restrictions other than what is stated in this chapter be posted onsite. Seconded by Council Member McOmber.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>

Councilmember Wadman Absent
Councilmember Willden Yes
Motion passed 4-0

- 170 2. **Adopting Policies and Procedures for the City Cemetery. City Initiated. Resolution R25-31 (06-03-25).** Assistant City Attorney Rulon Hopkins presented the policies and procedures for the City Cemetery to the City Council.

175 Motion made by Council Member Carn to adopt Policies and Procedures for the City Cemetery. City Initiated. Resolution R25-31 (06-03-25) with the Findings and Conditions in the Staff Report. Seconded by Council Member Barton.

Vote:

180 Councilmember Barton Yes
Councilmember Carn Yes
Councilmember McOmber Yes
Councilmember Wadman Absent
Councilmember Willden Yes

Motion passed 4-0

- 185 3. **Adopting a Fee Schedule for the City Cemetery. City Initiated. Ordinance 25-41 (06-03-25).** City Manager Mark Christensen thanked staff and Council for the time dedicated to drafting the proposed fees. The fees were presented in the meeting. A copy of these fees can be found in the City Council Packet posted on the City website, or as part of the fee schedule document also available there. He mentioned that they are not wanting to encourage nonresidents at this moment to give residents the first option to purchase so they have set pricing accordingly.

Council Member McOmber mentioned that they appreciate staffs time and dedication to the City so they are going to be offering resident rates for City employees as well.

195 City Manager Christensen advised that the goal is to schedule appointments for lot sales at Splash Days, but sales cannot be made until the plat is recorded. There will be a \$100 reservation fee to make the appointment that will go towards the purchase price of the lot. He also mentioned that the City approached Lennar about constructing the road further than they planned in this phase. They have been good partners in providing infrastructure needed to get this project done.

200 Motion made by Council Member McOmber to adopt the Fee Schedule for the City Cemetery. City Initiated. Ordinance 25-41 (06-03-25) with any Findings and Conditions in the Staff Report. Seconded by Council Member Carn.

Vote:

205 Councilmember Barton Yes
Councilmember Carn Yes
Councilmember McOmber Yes
Councilmember Wadman Absent
Councilmember Willden Yes

210 Motion passed 4-0

- 215 4. **Preliminary Plat and Site Plan for Precision Medical, located at 31 W Aspen Hills Blvd. Jon Galbraith-Element Design Collective as Applicant.** Senior Planner Austin Roy advised that the Applicant is seeking Preliminary Plat and Site Plan approval for the Precision Medical commercial development, located at approximately 1800 N Redwood Road. Precision Medical consists of one lot on 1.17 acres, with one commercial building being proposed.

Council Member McOmber mentioned that all of the things not in compliance are mostly clerical and things will be changed and clarified before recording so he isn't as concerned about it.

220 Motion made by Council Member Willden to approve the Preliminary Plat and Site Plan for Precision Medical, located t 31 W Aspen Hills Blvd. Jon Galbraith-Element Design Collective as Applicant with all staff findings and conditions. Seconded by Council Member Barton.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>
<u>Councilmember Wadman</u>	<u>Absent</u>
<u>Councilmember Willden</u>	<u>Yes</u>

Motion passed 4-0

5. **Community Plan and Village Plan Amendment for Saratoga 7 Grand Sierra Way Church, located approximately 623 N Grand Sierra Way. Chad Spencer as applicant. Ordinance 25-42 (06-03-25).**

Planner II Kendal Black presented this community plan and village plan amendment to the City Council. He advised that this project was originally approved in 2018 before the City processed and approved the Downtown Master Plan in 2024. This application is for amendments to a previous approval and it located at the southern middle portion of the future Downtown Area. The applicant is requesting approval for modifications to the original plan. During the review process for subdivision plat and site plan, staff identified discrepancies between the Community and Village Plans (CP/VP) and identified the need for a CP/VP amendment prior to approval of the site plan and plat due to the changes. The elevations differ from the ones shown in the Community and Village Plan. The submitted plans have a larger church shown as well and different boundary line. The larger footprint results in the need for additional Equivalent Residential Units (ERU's) – the proposed plan specifies 11.11 ERU while the original specified 8.00. Market Street is currently shown as adjacent to this lot. In the 2022 Transportation Master Plan, Market Street is shown adjacent to this lot. However, in the 2025 Transportation Master Plan, Market Street has been shifted to the north.

Motion made by Council Member Carn to approve the Community Plan and Village Plan Amendment for Saratoga 7 Grand Sierra Way Church, located approximately 623 N Grand Sierra Way. Chad Spencer as Applicant. Ordinance 25-42 (06-03-25) with the Findings and Conditions in the Staff Report.

Seconded by Council Member McOmber.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>
<u>Councilmember Wadman</u>	<u>Absent</u>
<u>Councilmember Willden</u>	<u>Yes</u>

Motion passed 4-0

6. **Preliminary Plat and Site Plan for Sierra Estates Plat I, J, & K. Located at 362 W 400 N. Ross Welch-Patterson Homes as Applicant.**

Senior Planner Roy advised that the applicant is seeking preliminary plat and site plan approval for the Sierra Estates Phase 3 (Plats I, J, K) development, located at approximately 400 West 400 North. The proposed development consists of three plats: Plat I, which consists of 16 single family lots; Plat J, which consists of 38 townhomes; and Plat K, which consists of an assisted living facility (89 beds). This is the third and final phase of Sierra Estates. The development is bound by the Master Development Agreement (MDA) adopted in 2006, amended in 2013, and addendum in 2024. The property was zoned R3-6 under the previous zoning standards. The MDA allows for increased density from the R3-6 zone (20 single family lots and 56 single story cottage units). An assisted living facility is also to be built per the MDA.

Motion made by Council Member Barton to approve the Preliminary Plat and Site Plan for Sierra Estates Plat I, J, & K. Located at 362 W 400 N. Ross Welch-Patterson Homes as Applicant, with the Findings and Conditions in the Staff Report. Seconded by Council Member McOmber.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>
<u>Councilmember Wadman</u>	<u>Absent</u>
<u>Councilmember Willden</u>	<u>Yes</u>

Motion passed 4-0

8. **Amendments to Jordan Promenade (Wander) Community Plan Amendment #4, Wander Village Plan 2 Amendment #2, Wander Village Plan 3 Amendment #2, located North of 400 South and Redwood**

Road, east of Redwood Road, and South of Pioneer Crossing. Ordinance 25-44 (06-03-25). Senior Planner Gina Grandpre presented these amendments to the City Council. The Jordan Promenade is a 367-acre master-planned community located between 400 South and Pioneer Crossing, extending from Redwood Road to the Jordan River. The Wander development includes three approved Village Plans. On September 3, 2024, the City Council postponed action on changes to Village Plan 3 due to concerns about building size, architectural compliance, and impacts to Jordan River views. During this process, UDOT's planned widening of Pioneer Crossing led the developer—Oakwood Homes Utah, Inc., and Suburban Land Reserve—to propose significant adjustments: relocating the Riverside Drive and Pioneer Crossing commercial area in Village 3 to Redwood Road and 400 North in Village 2, and shifting the planned LDS meeting house from Village 2 to a larger site in Village 3. City staff also evaluated architectural consistency between Villages 1 and 2 and recommended clearer, more detailed design standards for both single-family and multi-family homes in Villages 2 and 3. A list of all proposed amendments can be found in the City Council packet posted to the City Website.

Council Member Carn asked if an HOA dog park would fit in the plans for this area. The residents in the area have voiced desires to have one located in the community.

Council Member Willden doesn't have any issues with going from Neighborhood Commercial to Community Commercial because nothing is developed yet. However, he would like something put on the title stating that a heavier commercial use may be in an adjacent lot within so many feet of those zones.

Mayor Miller also mentioned having a note on the plats to protect the RC Air Park.

Motion made by Council Member McOmber to approve the Amendments to Jordan Promenade (Wander) Community Plan Amendment #4, Wander Village Plan 2 Amendment #2, Wander Village Plan 3 Amendment #2, located North of 400 South and Redwood Road, east of Redwood Road, and South of Pioneer Crossing. Ordinance 25-44 (06-03-25) with all the findings and conditions with the following condition that village plan redlines on 10, 15 and 16 have been corrected and removed, note on Village Plan 76 and 83 note needs to be removed regarding open space, and condition that a plat note is on all plat notes that there is a recreational RC Park across the river and a plat note is put on any plats within 300 feet of the community commercial Seconded by Council Member Willden.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>
<u>Councilmember Wadman</u>	<u>Absent</u>
<u>Councilmember Willden</u>	<u>Yes</u>

Motion passed 4-0

9. **Amendments to the Saratoga Springs City Code, Title 8.05 – Wireless Facilities in the Public Way, including Small Wireless Facility Design Standards. City Initiated. Ordinance 25-45 (06-03-25).** Staff Engineer Ken Knight presented these code amendments to the City Council. He advised that Within Title 8 of the City code, rules and regulations have been established to ensure equitable, efficient, and minimally intrusive deployment and management of small wireless facilities in the city, balancing the need for robust wireless service with the protection of public health, safety, aesthetics, and community impact. In anticipation of receiving small wireless facility applications, staff is proposing amendments to Title 8.05 to introduce design standards—pursuant to Utah Code § 54-21-103(4)—that define the application process, acceptable facility types, and specific requirements for size, location, aesthetics, and materials for installations in the public right-of-way.

Council Member McOmber asked if the city can restrict a company from placing a pole next to a light that is already in place.

Public Works Director Jeremy Lapin advised that we are allowed to dictate spacing.

Staff Engineer Knight advised that these are only required to be allowed on roads that have cross sections of 62 feet.

Motion made by Council Member McOmber to approve the Amendments to the Saratoga Springs City Code, Title 8.05 – Wireless Facilities in the Public Way, including Small Wireless Facility Design Standards. City Initiated. Ordinance 25-45 (06-03-25) with the Findings and Conditions in the Staff Report adding condition that a freestanding pole can't be within 75 feet of an existing light post. Seconded by Council Member Carn.

Vote:

<u>Councilmember Barton</u>	<u>Yes</u>
<u>Councilmember Carn</u>	<u>Yes</u>
<u>Councilmember McOmber</u>	<u>Yes</u>
<u>Councilmember Wadman</u>	<u>Absent</u>
<u>Councilmember Willden</u>	<u>Yes</u>

Motion passed 5-0

10. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02 – Definitions, 19.09 – Off-Street Parking, and 19.12 – Subdivisions for Tandem Parking and Boundary Adjustment Process. City Initiated. Ordinance 25-46 (06-03-25).** Senior Planner David Jellen Planner II Kendal Black advised that this is a staff-initiated code amendment to Chapters 19.02 (Definitions), 19.09 (Off-Street Parking), and 19.12 (Subdivisions) in order to comply with Senate Bills (SB) 181 and 104, which were recently adopted by the State. The update to Chapter 19.09 removes restrictions in residential zones related to tandem parking and allows tandem parking to count as two parking spaces. The updates to Chapters 19.02 and 19.12 update and introduce new requirements related to the boundary adjustment process.

Motion made by Council Member McOmber to approve the Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02 – Definitions, 19.09 – Off-Street Parking, and 19.12 – Subdivision for Tandem Parking and Boundary Adjustment Process. City Initiated. Ordinance 25-46 (06-03-25) with the other Findings in the Staff Report. Seconded by Council Member Carn.

WORK SESSION

1. **Office Warehouse Visual Preference Survey.** Whitney Ward and Rachel Stein with VCBO presented boards of design options for office warehouse buildings to the City Council. The Council selected images that they liked and images that they didn't like. They then discussed which aspect of each building determined whether they liked them or not.

CLOSED SESSION – No closed session was held.

ADJOURNMENT

Meeting Adjourned Without Objection at 8:18 p.m. by Mayor Jim Miller.

Mayor Jim Miller

Date

City Recorder



City Council Staff Report

Author: Spencer Quain, Budget Administrator
Subject: Budget Amendment
Date: June 17th, 2025
Type of Item: Resolution

Summary Recommendation: Staff recommends approval of the following by resolution amending the budget for the fiscal year 2024-25.

Description

A. Topic

This is the seventh budget amendment for the fiscal year 2024-2025.

B. Background

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

C. Analysis

Additional budgeted expenditures are detailed in the attached spreadsheet.

Recommendation: Staff recommends approval of the resolution amending the budget for the fiscal year 2024-25.

2024-2025 Budget Amendment #7						
G/L Account	Department	Description	Current FY 2025 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
General Fund						
Revenues						
10-3221-100	Licenses and Permits	Building Permits	2,310,000	2,760,000	450,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
10-3414-100	Charges for Services	Plan Checking Fees	1,491,000	1,651,000	160,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
10-3419-100	Charges for Services	Construction Inspection Fees	1,300,000	1,450,000	150,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
10-3424-100	Charges for Services	Protective Inspection Fees	370,000	450,000	80,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
10-3493-101	Charges for Services	Ambulance Service Revneues	1,200,000	1,550,000	350,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
Expenditures						
10-4410-700	Streets	Capital Outlay	\$ 41,000	\$ 157,690	\$ 116,690	Streets share of Vac Truck. Funded with Fund Balance.
10-4410-252	Streets	Vehicle Maintenance	\$ 97,047	\$ 120,000	\$ 22,953	This dept. has the majority of heavy trucks and deisel euipment and expericed unexpected issues that have been resolved. Funded with Fund Balance.
10-4450-310	Engineering	General Engineering Consulting	\$ 150,000	\$ 175,000	\$ 25,000	Large number of Large Projects and Community and Village plans requiring outside review, these fees are invoiced to applicants
10-4510-740	Parks	Capital Outlay	\$ 225,976	\$ 342,666	\$ 116,690	Parks share of Vac Truck. Funded with Fund Balance.
General Fund Total					\$ (908,667)	
Parks Capital Projects						
Expenditures						
32-4000-694	Parks Capital Projects	Patriot Park Phase 3 Concept	\$ 39,060	\$ 10,000	\$ (29,060)	Complete - Defund
32-4000-695	Parks Capital Projects	South Shoreline Trail	\$ 16,200	\$ 75,000	\$ 58,800	Increased project costs and delays due to redesign and permitting issues with ACOE and FFSL.
32-4000-738	Parks Capital Projects	North Redwood Trail - UDOT	\$ 1,000	\$ -	\$ (1,000)	Grant Funded
32-4000-746	Parks Capital Projects	Heron Bay Park	\$ 63,000	\$ 90,000	\$ 27,000	Complete - Defund
Parks Capital Projects Fund Total					\$ 55,740	\$75k UORG Grant received, additional work will be reimbursed
Roads Capital Projects						
Revenues						
33-3980-100	Impact Fee Revenues	Other Financing Sources	\$ -	\$ 6,200,000	\$ 6,200,000	The City has received a loan to fund road projects from the State.
Expenditures						
33-4000-710	Capital Projects	Trasportation Masterplanning	\$ 40,000	\$ 70,000	\$ 30,000	Additional services for masterplanning and updates to Impact Fees. Funded with Fund Balance.
33-4000-725	Capital Projects	MVC Extension South of Pony	\$ 700,658	\$ 734,225	\$ 33,567	Final Payoff to PRI for project impacts to farmland, contractual obligation. Funded with Fund Balance.
33-4000-762	Capital Projects	MVC Widneing Concept - Pony to SR73	\$ 586,100	\$ 2,500	\$ (583,600)	Complete - Defund
33-4000-765	Capital Projects	MVC Widening	\$ 3,568,700	\$ 6,868,700	\$ 3,300,000	This project is to widen Mountain View Corridor inbetween Pioneer Crossing and Pony Express. Funded by a State Loan.
Roads Capital Projects Fund Total					\$ (3,420,033)	
General Capital						
Revenues						
35-3910-110	Contributions & Other Revenues	Interest Revenue	\$ 800,000	\$ 1,300,000	\$ 500,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.

2024-2025 Budget Amendment #7						
G/L Account	Department	Description	Current FY 2025 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
<u>Expenditures</u>						
35-4000-744	General Cap Projects	Road Projects	\$ 1,517,500	\$ 1,800,000	\$ 282,500	Additional areas added for slurry seals, and road repairs based on identified need citywide. Funded with Fund Balance.
<u>General Capital Fund Total</u>					\$ (217,500)	
<u>Street Lighting Fund</u>						
<u>Revenues</u>						
50-3424-100	Street Lighting Revenues	Protective Inspection Fees	\$ 16,000	\$ 346,000	\$ 330,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
<u>Street Lighting Fund Total</u>					\$ (330,000)	
<u>Water Operations</u>						
<u>Revenues</u>						
51-3716-100	Utility Operating Revenues	Servicing Installations	\$ 580,000	\$ 890,000	\$ 310,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
<u>Expenditures</u>						
51-5100-280	Drinking Water Operations	Power and Pumping	\$ 350,000	\$ 550,000	\$ 200,000	Several additional facilities and population growth has increased electrical bills. Funded with Fund Balance.
51-5100-400	Drinking Water Operations	Source and Supply	\$ 265,000	\$ 550,000	\$ 285,000	Increase in Central Utah billing due to increase in contract water amount. Funded with Fund Balance.
51-5100-401	Drinking Water Operations	Purification	\$ 20,000	\$ 57,196	\$ 37,196	Increase in compliance sampling due to City growth. Funded with Fund Balance.
51-5105-400	Secondary Water Operations	Source and Supply	\$ 106,000	\$ 170,000	\$ 64,000	Increase in Canal Shares has increased assesment billing due to increase in contract water amount. Funded with Fund Balance.
51-5105-410	Secondary Water Operations	Canal Maintenance	\$ 2,000	\$ 121,492	\$ 119,492	Significant maintence increase due to heavy rainfall in fall 2024. Funded with Fund Balance.
51-5105-601	Secondary Water Operations	Sec Water Projects	\$ 398,890	\$ 2,400,000	\$ 2,001,110	\$2M ARPA water conservation grant projects, moving invoices from impact fee funds 56 and 57 into operations as they are not capcity improvement projects. Also includes power upgrade project for Jacobs Ranch Well #5. Funded with Fund Balance.
<u>Water Operations Fund Total</u>					\$ 2,396,798	
<u>Sewer Operating Fund</u>						
<u>Revenues</u>						
52-3731-100	Operating Revenues	Sewer Service Charges	\$ 6,600,000	\$ 7,600,000	\$ 1,000,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
52-3733-100	Operating Revenues	Servicing Customers Installation	\$ 340,000	\$ 500,000	\$ 160,000	"
52-3741-100	Operating Revenues	Interest Earnings	\$ 480,000	\$ 700,000	\$ 220,000	"
<u>Expenditures</u>						
52-5200-350	Sewer Operations	Contract Services	\$ 1,400	\$ 6,912	\$ 5,512	Update to City's Sewer Maintenance Program guide, regulatory requirement. Funded with Fund Balance.
52-5200-406	Sewer Operations	Manhole Maintenance	\$ 400,000	\$ 625,000	\$ 225,000	Significant Maintenance increase due to citywide audit, lining project, infiltration issues. Funded with Fund Balance.
<u>Sewer Operating Fund Total</u>					\$ (1,380,000)	

2024-2025 Budget Amendment #7						
G/L Account	Department	Description	Current FY 2025 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
<u>Sewer Capital Projects</u>						
<u>Expenditures</u>						
53-4000-600	Sewer Capital Projects	Master Planning	\$ 57,900	\$ 90,000	\$ 32,100	Additional services for masterplanning and updates to Impact Fees. Funded with Fund Balance.
53-4000-712	Sewer Capital Projects	N1C & N1E Redwood Connections	\$ -	\$ 1,347	\$ 1,347	Reviews of Developer Submittals, Pass through Billing to Developer
53-4000-715	Sewer Capital Projects	N1F 400 N connection	\$ -	\$ 3,616	\$ 3,616	Reviews of Developer Submittals, Pass through Billing to Developer
53-4000-716	Sewer Capital Projects	S5 MVC Alignment Study	\$ 13,200	\$ 1,500	\$ (11,700)	Complete - Defund
53-4000-726	Sewer Capital Projects	S4.2b & S4.3 - Grandview to Ring Road	\$ 4,000	\$ 6,350	\$ 2,350	Project As-builts and close out costs
53-4000-729	Sewer Capital Projects	Wildflower Lift Station L10	\$ 10,000	\$ 35,000	\$ 25,000	Reviews of Developer Submittals, Pass through Billing to Developer
53-4000-810	Sewer Capital Projects	Principal	\$ 285,000	\$ 690,000	\$ 405,000	Adjust budget to better reflect bond payment. Funded with Fund Balance.
<u>Sewer Operations Fund</u>						
<u>Total</u>					\$ 457,713	
<u>Storm Drain Operations</u>						
<u>Expenditures</u>						
54-5400-300	Storm Drain Operations	Storm Drain Maintenance	\$ 36,000	\$ 238,380	\$ 202,380	Significant maintence increase due to heavy rainfall in fall 2024. Funded with Fund Balance.
<u>Storm Drain Operations</u>						
<u>Total</u>					\$ 202,380	
<u>Culinary Water Capital</u>						
<u>Projects Fund</u>						
<u>Revenue</u>						
56-3910-100	Connection Fees Revenues	Culinary Water Impact Fee	\$ 2,250,000	\$ 2,750,000	\$ 500,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
<u>Expenditures</u>						
56-4000-600	Drinking Water Cap Projects	Drinking Water Masterplanning	\$ 50,000	\$ 70,000	\$ 20,000	Additional services for masterplanning and updates to Impact Fees. Funded with Fund Balance.
56-4000-730	Drinking Water Cap Projects	Wildflower Zone 4 Drinking Water	\$ -	\$ 13,710	\$ 13,710	Reviews of Developer Submittals, Pass through Billing to Developer
<u>Culinary Water Capital</u>						
<u>Projects Fund Total</u>					\$ (466,290)	
<u>Secondary Water Capital</u>						
<u>Projects</u>						
<u>Revenues</u>						
57-3910-100	Connection Fees Revenues	Secondary Water Impact Fee	\$ 1,200,000	\$ 2,200,000	\$ 1,000,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.
<u>Expenditures</u>						
57-4000-718	Secondary Water Cap Projects	Wildflower Zone 4 Pond	\$ -	\$ 1,616	\$ 1,616	SCADA integration work. Funded with Fund Balance.
57-4000-808	Secondary Water Cap Projects	South Zone 2 Pond	\$ 86,600	\$ 10,000	\$ (76,600)	Complete - Defund
57-4000-811	Secondary Water Cap Projects	Mt Saratoga Zone 2 & 3 Ponds	\$ 292,000	\$ 430	\$ (291,570)	Complete - Defund
<u>Secondary Capital Water</u>						
<u>Projects Fund Total</u>					\$ (1,366,554)	
<u>Water Rights Fund</u>						
<u>Revenues</u>						
58-3891-155	Water Rights	Central Utah Water Rights	\$ 7,000,000	\$ 7,650,000	\$ 650,000	Revenues coming in higher than forecasted. Adjust Budget accordingly.

2024-2025 Budget Amendment #7						
G/L Account	Department	Description	Current FY 2025 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
Water Rights Fund Total					\$ (650,000)	
Total Funding Impact					\$ (5,626,413)	

RESOLUTION NO. R25-32 (06-17-25)

**A RESOLUTION AMENDING THE CITY OF SARATOGA
SPRINGS BUDGET 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 the City's current 2024-2025 fiscal year budget;

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

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

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

1. The City of Saratoga Springs does hereby adopt the amended 2024-2025 fiscal year budget as set forth and attached hereto.

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

Passed on the 17th day of June, 2025

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

City Council Staff Report

Author: Chelese Rawlings, Finance Manager
Subject: Certified Tax Rate for tax year 2026-No tax increase
Date: June 17, 2025
Type of Item: Resolution



Summary Recommendation: Staff recommends approval of the certified tax rate for tax year 2025-2026 of 0.000976. The prior year's tax rate was 0.001033.

Description

A. Topic

It is recommended to approve the tax year 2025-2026 Saratoga Springs Certified Tax Rate.

B. Background

The certified tax rate for the City of Saratoga Springs in 2026 is 0.000976.

C. Analysis

The slight decrease in rate (0.001033 to 0.000976) is due to assessed values for existing properties in the City going up over the last year, and not from the City collecting more property taxes from existing properties. The expected increase in revenues is due to new growth/construction and is not due to changes in the property tax rate.

Recommendation: Staff recommends approval by resolution of the certified tax rate for the tax year 2025-2026.

RESOLUTION NO. R25-33 (06-17-25)

**A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH
ADOPTING THE CERTIFIED TAX RATE-NO TAX INCREASE
FOR THE GENERAL REVENUE FUND FOR FISCAL YEAR 2025-
2026**

WHEREAS, Utah Code §§ 10-6-133(1) and 59-2-912 require that the City of Saratoga Springs, Utah set the final real and personal property tax levy for various municipal purposes by June 22 of each year or, as provided in subsection 59-2-912(2), within 14 days of receiving the certified tax rate from the Utah County Auditor; and

WHEREAS, Utah Code § 10-6-133(2) provides that in its computation of the total levy, the governing body shall determine the requirements of each fund for which property taxes are to be levied and shall specify in its ordinance or resolution adopting the levy the amount apportioned to each fund;

WHEREAS, the City has previously adopted the budget for Fiscal Year 2025-2026, specifying the amount apportioned to each fund for which property taxes are to be levied, which is incorporated herein by this reference;

WHEREAS, the City Council now wishes to adopt the tax levy or certified tax rate for fiscal year 2025-2026.

NOW THEREFORE, it is resolved by the City Council for the City of Saratoga Springs, Utah to adopt the Certified Tax Rate for the General Revenue Fund for the 2025-2026 fiscal year. The Certified Tax Rate is 0.000976.

This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED by a duly constituted quorum of the City Council of the City of Saratoga Springs, Utah, this June 17th, 2025.

**CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION**

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder



City Council Staff Report

Author: Jeffrey Pearson, Civil Engineer II
Department: Engineering
Subject: Reimbursement Agreement for Fox Hollow N5
Date: June 17, 2025
Type of Item: Legislative Action

1. **Introduction:** The developer of the subject plat(s), Lennar Homes, LLC, a Utah limited liability company, will install open space fencing bordering city owned open space.
2. **Funding Sources:** Impact fee credits.
 - A. Parks: \$37,765.00
3. **Review:** The Engineering Department found the improvements listed in the reimbursement agreement to be consistent with the accepted engineering plans. The City Attorney found the agreement to be acceptable as to form.
4. **Alternatives:** The following alternative motions are available to the Council in consideration of the proposed reimbursement agreement:

Adoption

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with PROPERTY RESERVE, INC., a Utah nonprofit corporation, for system improvements being installed with the subject development."

Alternative Motion with Modifications

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with Lennar Homes, LLC, a Utah limited liability company, for system improvements being installed with the subject development, with the following modifications:"

- A. _____
- B. _____
- C. _____

Negative Motion

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

5. **Attachments:**
 - B. Proposed Reimbursement Agreement
 - C. Proposed Resolution

REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Reimbursement Agreement and Release of All Claims (hereinafter “Agreement”) is made and entered into as of the 6th day of May, 2025, by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation, (the “City”), and Lennar Homes of Utah, Inc., a Utah Corporation (the “Developer”).

RECITALS:

WHEREAS, Developer is developing subdivisions within the City, which subdivision plats are recorded as Fox H (“Project”); and

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

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

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

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

AGREEMENT

1. CONSIDERATION

As a compromise and full settlement of all claims which Developer may have against the City with respect to the installation of all improvements for the Project, whether or not such improvements are System Improvements, Developer agrees to accept the consideration provided for in this Agreement and to withdraw with prejudice and waive any and all claims it may have against the City for compensation, reimbursement, capacity reservations, and credits with regard to the System Improvements and any and all other improvements required for the Project. Developer agrees to comply with the provisions in this Agreement, to install the Project and System Improvements in a timely manner, and to grant City and other developers reasonable and convenient access at no charge to said Project and System Improvements.

2. REIMBURSABLE EXPENSES

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

Subject to the terms of this Agreement, Developer agrees to accept a reimbursement in an amount up to 50% of the total eligible reimbursable expenses of \$64,030.00 (“Reimbursement” or “Reimbursement Amount”) as satisfaction in whole of City’s obligations under this Agreement and with respect to the installation of any and all Project and System Improvements. Reimbursement shall only be in the form of impact fee reimbursements to Developer and payments by City through impact fee funds collected from other developers as more fully specified in this Agreement. In all cases, reimbursements pursuant to this Agreement shall be subject to the Utah Impact Fees Act, including the obligation to only reimburse Developer through impact fee credits and impact fee payments for the actual costs of the System Improvements.

3. ADDITIONAL TERMS OF REIMBURSEMENT

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

- A. Reimbursement shall be primarily based upon the unit prices and quantities specified in Exhibit A. Exhibit A represents plan quantities while final reimbursement shall be based on the actual quantities and measurements of work performed during the installation of the System Improvements as evidenced by material tickets and invoices. In no case shall the City be obligated to reimburse Developer for an item until sufficient evidence is provided as to the actual quantities and prices of the installed and accepted System Improvements. In addition, in no case shall the City be obligated to reimburse Developer for expenses that exceed fifty five percent (55%) of the Reimbursement Amount. Further, in no case shall City reimburse Developer for any labor, products, tools, equipment, plant, transportation, services, incidentals, erection, installation costs, overhead, or any item not listed in Exhibit A. Prior to reimbursement, the following requirements must be met:
 - i. Developer shall submit a request for reimbursement in writing after full installation.
 - ii. Prior to any reimbursement, Developer shall post applicable performance and warranty bonds in accordance with City ordinances to guarantee the installation and workmanship of the System Improvements and to ensure that the System Improvements remain in good condition and free from defects for a period of one (1) year, in accordance with City ordinances, regulations, and standards.
 - iii. Prior to any reimbursement, City must approve the System Improvements in writing in connection with the standard inspections conducted by City to ensure that the System Improvements are constructed per City standards.
 - iv. Prior to any reimbursement, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements.
 - v. City shall first issue impact fee credits for up to the Reimbursement Amount. If the Reimbursement Amount exceeds impact fees owed by the Developer, the City shall issue payment to Developer for the remaining difference, subject to previously-executed reimbursement agreements for other impact fee projects, the availability of impact fee funds, and all City policies and state law requirements with respect to budgeting for capital expenses. Payments may be made on the remaining difference to allow the City to meet other reimbursement obligations and governmental needs.

Developer understands, acknowledges, and agrees that City has or may have preexisting reimbursement obligations pursuant to other reimbursement agreements executed prior to this Agreement to which Developer's rights are subordinate. Subject to these stipulations, City will make its best efforts to reimburse the Reimbursement Amount as soon as impact fee funds are made available.

- B. As an express condition of this Agreement, Developer shall grant City and other developers reasonable and convenient access at no charge to the Project and System Improvements listed in this Agreement through the granting of express easements or other instruments deemed necessary by City. Developer shall not create or cause to be created spite strips (e.g., private strips of land, etc.), barriers, or any other impediments to prevent City, adjacent landowners, or other developers in the City from using or accessing the Project and System Improvements in this Agreement.
- C. Due to the Utah Impact Fees Act's limitation on charging impact fees that exceed the City's actual costs, Developer hereby agrees that if any portion of the Reimbursement Amount is for reimbursements for land dedications to the City, Developer shall only be entitled to reimbursements based on appraisals dated either on the date the Impact Fee Facilities Plan and Impact Fee Analysis for the applicable system improvement were enacted by the City or the date the construction drawings were approved by the City, whichever results in the lowest appraised amount for the land. In no case shall Developer be entitled to reimbursements based on appraisals performed when the reimbursements requests are made.

4. NON-WAIVER OF FEES

Nothing in this Agreement shall be interpreted to mean that Developer is not responsible for the payment of all applicable review, application, inspection, and impact fees due at the time of application submittal, plat recordation, or building permit issuance, as applicable. Developer shall pay all applicable fees at the time of application submittal, plat recordation, or building permit issuance in effect at such time without delay, except as otherwise provided herein. Developer hereby accepts the consideration in this Agreement as satisfaction in whole of any claims for fee waivers or reductions that Developer may have against the City and agrees to waive and release City from all such claims.

5. RELEASE OF CLAIMS

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

6. AUTHORITY TO SETTLE; INDEMNIFICATION

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

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

7. PARTIES REPRESENTATIVES; NOTICES

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

If to Developer:

Lennar Homes of Utah, Inc. _____
 Attn: Bryson Fish
 111 E Sego Lily Dr, Suite 120
 Sandy, UT 84070
 email: Bryson.fish@lennar.com

If to City:

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

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

8. COMPLETE AGREEMENT, MODIFICATION

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

9. SETTLEMENT

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

- A. voluntarily enters into it of its own free will;
- B. has had ample opportunity to review this Agreement with legal counsel;

- C. is a legally incorporated entity;
- D. has performed all corporate formalities to execute this Agreement; and
- E. accepts the consideration set forth herein is in full accord and satisfaction of claims which it may have with respect to the subject matter.

10. ATTORNEY FEES

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

11. 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.

12. MISCELLANEOUS PROVISIONS

- A. If, after the date hereof, any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable. In lieu thereof, there shall be added a provision, as may be possible, that gives effect to the original intent of this Agreement and is legal, valid, and enforceable.
- B. The validity, construction, interpretation, and administration of this Agreement shall be governed by the laws of the State of Utah.
- C. All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
- D. Each party has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. Accordingly, the parties agree that in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.
- E. This Agreement and release given hereunder shall be effective upon execution by both parties.

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

ATTEST:

CITY OF SARATOGA SPRINGS

By: _____
City Recorder

Mark J. Christensen
City Manager

Approved as to Form:

City Attorney

DEVELOPER

By: _____

Its: _____

State of Utah)
 :ss
County of Utah)

On this day of_____, 2025__, personally appeared before me _____
_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence,
and who affirmed that he/she is the authorized representative of _____, a Utah
_____, and said document was signed by him/her in behalf of said company/corporation by
proper authority, and he/she acknowledged to me that said company/corporation executed the same.

Notary Public

EXHIBIT A



**CELEBRATING 30 YEARS
BUILDING UTAH**

FENCES-DECKS-RAILING-PERGOLAS

1350 East Main St Lehi, Utah 84043 - Phone (801) 768-4794

Salesperson: Matthew Brousseau

mattb@vifence.net 801-361-6433

Name: Lennar - Fox Hollow	Date: 12 / 16 / 2024
Job Street: TBA	Billing Address (if different):
City: Saratoga Springs State: UT	Zip Code: 84045
Phone: 949-460-3598	Email: bj.ryan@lennar.com

QTY	Description	Color	Unit Price	Subtotal
Quote Details				
1348	6ft Security style fence 3" Spacing	White	\$26.00	\$35,048.00
1348	Fence Install - 2000 LB. Track Auger Approved		\$8.50	\$11,458.00
1348	Concrete Mow Curb - 4"- 6" x 12" - Customer will provide the concrete		\$13.00	\$17,524.00
				\$64,030.00
Installation Options (must check box to add to contract)				
<input type="checkbox"/> 1	Sprinkler Insurance (up to 4 breaks)		\$150.00	\$150.00
<input type="checkbox"/> 1	Dirt removal (up to 300')		\$450.00	\$450.00

\$0.00

Grading 3000
Survey 2000
Concrete 5000

Subtotal \$64,030.00

Total \$64,030.00

10,00.00

Financing Available: <https://www.enhancify.com/vinyl-industries-financing-offers>

74,030.00

Contingency 1,500.00

Customer Agrees To The Following Upon Signing Contract

Total 75,530.00

- A. Terms: As agreed on this invoice. If not paid in full within 10 days from the agreed upon DUE DATE an interest charge of 21% (1.75% per month) of past due balance will be charged.
- B. Any and all changes to this agreement must be executed in writing and approved by both parties. Any such changes that involve extra costs will become an extra charge over and above the amount herein stipulated.
- C. To secure payment of balance set above. BUYER(S) hereby grant(s) to SELLER a security interest in each item above described. Upon default of payment of said balance when due. SELLER shall have all rights and remedies of a secured party under the Uniform Commercial Codes as from time to time is in effect in the State of Utah.
- D. All returned checks will be charged a \$25.00 handling fee.
- E. If it becomes necessary to refer the account to a collection agency. BUYER(S) agree to pay a collection fee of 35% of the principal balance owing. Further, BUYER(S), agree to pay for any and all attorney's fees and court costs incurred, should litigation become necessary.
- F. BUYER(S) also agree to pay 20% of the original balance as a restocking fee upon cancelling any order.

RESOLUTION NO. R25-34 (06-17-25)

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

WHEREAS, Developer is developing a subdivision within the City, which subdivision plats will be recorded as Fox Hollow Neighborhood 5 ("Project"); and

WHEREAS, the Project requires certain facilities and improvements including open space improvements; and

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

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

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

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

PASSED AND APPROVED this 17th day of June, 2025.

City of Saratoga Springs

Mayor

Attest:

City Recorder's Office

EXHIBIT A



MEMO – Community Development Department

To: City Council Members
From: Ken R. Young, Director
Date: Tuesday, June 10, 2025
Subject: Development Agreement for Steele Ridge Monument Sign

A Development Agreement has been prepared and has been signed by the owners of Steele Ridge Plaza for the installation of a City Entrance Monument at the southwest corner of Crossroads Boulevard and Riverside Drive, in the area as shown on Exhibit 1, below. The intention is that this monument will take the place of the previously approved development sign shown on the Steele Ridge Site Plan, and will serve both the development and the City.

The City Council has allocated \$250,000 towards this project, which will be supplemented by the developer's projected costs of \$60,138 for their signage at that location if it were to be done separately. Total project budget is \$310,138.

A Request for Proposals (RFP) for this project has been prepared and is an exhibit to the Development Agreement.

The follow obligations are stipulated in the agreement:

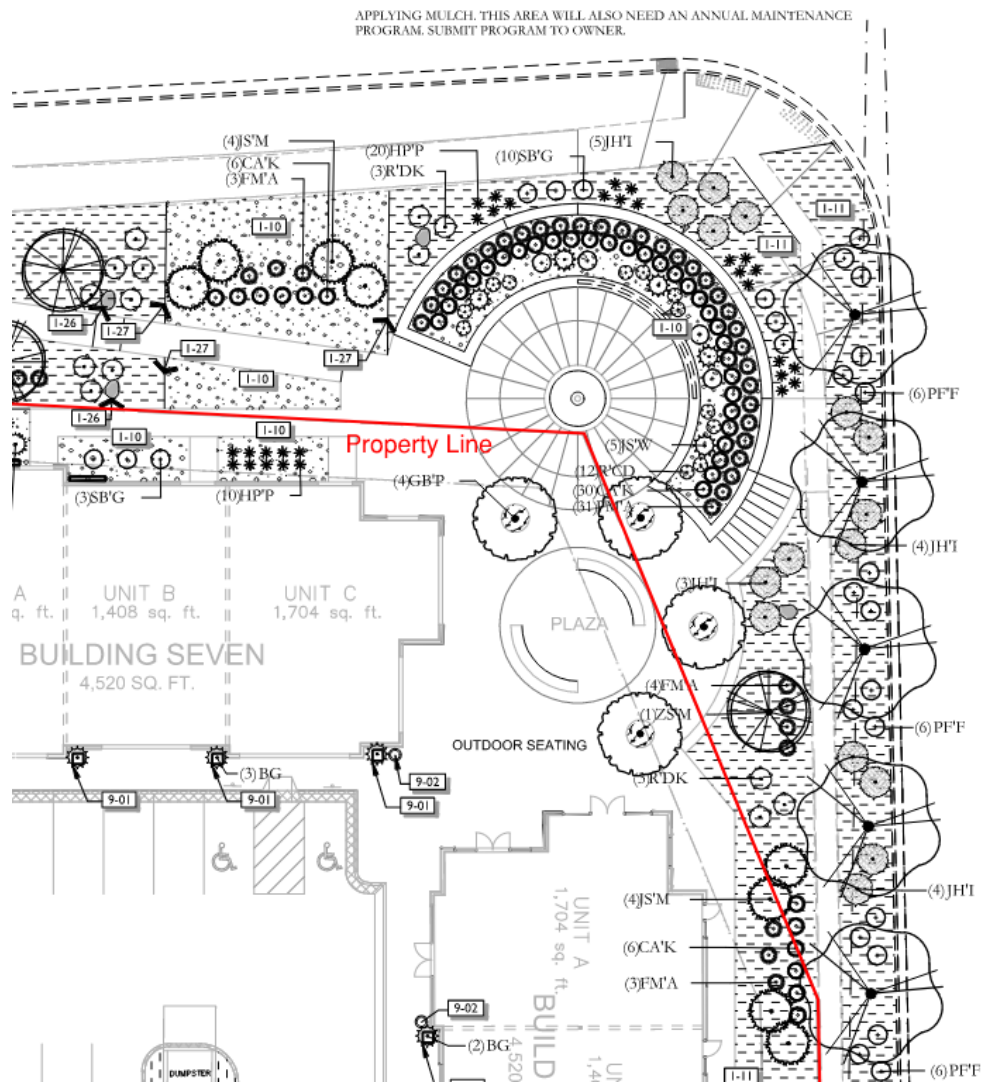
1. Monument Project Obligations.

- a. City. The City Council has allocated \$250,000.00 in funding for the Monument project, as well as the development of City Monument Design Guidelines that may be utilized as a guide in the development of other future monument locations. The City will issue a public RFP to solicit qualified applicants to develop a standard design guide for the Monument and future City monument signs. The City will select the applicant whose proposal best aligns with the criteria outlined in the RFP to oversee the design and construction of the Monument.
- b. Developer. The Developer agrees to contribute \$60,138 toward the development of the Monument. The Developer further agrees not to proceed with the development of the property as described in Exhibit [1], and instead, to include it in the overall Monument project, ensuring a cohesive final design that benefits both the Project and the City. As a partial financier of the Monument, the Developer will not be eligible to submit a proposal in response to the RFP.
- c. Joint Obligation. Upon approval of the final design, the Parties shall meet to establish and formalize the terms governing the perpetual care and maintenance of the Monument and their respective adjacent properties. Each Party shall be responsible for the maintenance of its own property, which shall be served by separate utility meters and irrigation systems. The agreed-upon terms shall be memorialized in a separate agreement or an amendment to this Agreement.

Upon approval of the Development Agreement, staff will issue the RFP, which will call for proposals to be submitted by July 16th. A proposals review panel will be set up with a recommended membership of City Staff, City Council, and the developers of the Steele Ridge property.

Staff recommends approval of the Development Agreement.

Exhibit 1. Monument Location, SW Corner of Crossroads Boulevard and Riverside Drive – *as approved on the Steele Ridge Site Plan*



WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on June 17, 2025, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Bruder Inc., a Utah corporation/limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns approximately 10 acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and/or legal descriptions attached as Exhibit A ("Property"); and

WHEREAS, the Developer is currently developing the project known as Steele Ridge, which will consist of a multi-building commercial area ("Project"). The Project includes a portion of the Property as well as City owned land, more fully described in the map, and/or legal description attached as Exhibit B, that the Developer has indicated they wish to jointly participate with the City in creating a City entrance monument and plaza ("Monument"). Therefore, in order to accomplish this shared goal, the Developers wishes to voluntarily enter into this Agreement and be bound by the terms contained herein to develop the Monument as proposed; and

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

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

WHEREAS, to assist City in its review and to ensure development of the Monument in accordance with Developer's representations to City, Developer and City desire to enter

voluntarily into this Agreement, which sets forth the process and standards whereby the Monument will be constructed; and

WHEREAS, on June 17, 2025, the Saratoga Springs City Council (“City Council”), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developer, and City officials, approved this Agreement, and reviewed the request for proposal (“RFP”), attached hereto as Exhibit C, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit D; and

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

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and City (the “Effective Date”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. Affected Property. The property ownership map, vicinity map, and/or legal descriptions for the property are attached as Exhibit B. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.
3. City Regulations. Except to the extent this Agreement is more restrictive, the Property

shall comply with all “City Regulations,” which is defined either as: (a) “all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat or site plan application is filed and all application fees are paid;” or (b) with respect only to which uses are permitted or prohibited, “all City ordinances, regulations, specifications, and standards in effect on the Effective date.” City Regulations may include but are not limited to regulations regarding permitted uses, prohibited uses, setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements.

4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting additional City Regulations, zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer’s rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Any such proposed change affecting Developer’s rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
5. Monument Project Obligations.
 - a. City. The City Council has allocated \$250,000.00 in funding for the Monument project, as well as the development of City Monument Design Guidelines that may be utilized as a guide in the development of other future monument locations. The City will issue a public RFP to solicit qualified applicants to develop a standard design guide for the Monument and future City monument signs. The City will select the applicant whose proposal best aligns with the criteria outlined in the RFP to oversee the design and construction of the Monument.
 - b. Developer. The Developer agrees to contribute \$60,138 toward the development of the Monument. The Developer further agrees not to proceed with the development of the property as described in Exhibit B, and instead, to include it in the overall Monument project, ensuring a cohesive final design that benefits both the Project and the City. As a partial financier of the Monument, the Developer will not be eligible to submit a proposal in response to the RFP.
 - c. Joint Obligation. Upon approval of the final design, the Parties shall meet to

establish and formalize the terms governing the perpetual care and maintenance of the Monument and their respective adjacent properties. Each Party shall be responsible for the maintenance of its own property, which shall be served by separate utility meters and irrigation systems. The agreed-upon terms shall be memorialized in a separate agreement or an amendment to this Agreement.

6. Dedication of Property. If the Developer is required to dedicate property to the City as a condition of this Agreement or as part of this Project, the Developer shall ensure that all such property is transferred to the City free and clear of any encumbrances, liens, claims, or other legal or financial liabilities. On a limited basis and only as approved in writing, the City may allow certain encumbrances, such as utility easements, to remain on the property if it furthers a legitimate governmental purpose and is in the best interests of the City.
7. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue until the completion of the Monument. However, this Agreement shall terminate earlier if the parties mutually agree in writing. This Section and Developer's vested rights are subject at all times to the City's reserved Legislative Powers in Section 4 of this Agreement. Any obligations that, by their nature, are intended to survive termination shall continue in effect indefinitely.
8. Successors and Assigns.
 - a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.
9. Default.
 - a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:
 - i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material

- respect when it was made;
- ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
- iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 9.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
- ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

- c. Breach of Agreement. Upon Default as set forth in Subparagraphs 9.a. and 9.b. above, City may declare Developer to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

10. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Property Ownership map, Vicinity Map, and/or Legal Descriptions

Exhibit B: Vicinity Map, and/or Legal Descriptions of the Monument location

Exhibit C: Request for Proposal

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

11. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. State and Federal Law; Invalidity. This Agreement shall conform to applicable state and federal law. If any provision becomes inconsistent, it shall be modified to comply, and the rest shall remain valid.
- f. Enforcement. City may enforce this Agreement or its regulations by injunction or other legal means, with or without declaring a default. Developer shall have 30 days to cure any violation after written notice, subject to extensions if diligently

pursuing cure. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- g. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.
- h. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations.
- i. Attorney Fees. The prevailing party in any legal proceeding to enforce this Agreement shall be entitled to attorney fees and costs.
- j. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developer:

Pepperdign Homes
122 N Tailer Point Drive
Spring TX, 77382

To the City:

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

- k. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

- l. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.
- m. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
 - i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance
 - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.
- n. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

- o. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. However, any remedy against the City shall be limited to specific performance only. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- p. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- q. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

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

Attest:

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

City Recorder

By: _____
Mayor

DEVELOPER, Pepperdign Homes, LLC, a Utah
corporation/limited liability company/partnership.

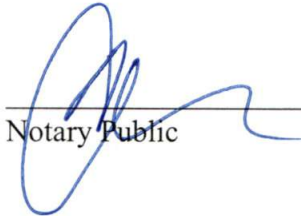
By: _____


Its: Manager

State of Utah

County of UTAH

The foregoing instrument was acknowledged before me this 3 day of June 2025 by Trent Maddox, of Pepperdign Homes, LLC, a Utah corporation/limited liability company/partnership.



Notary Public

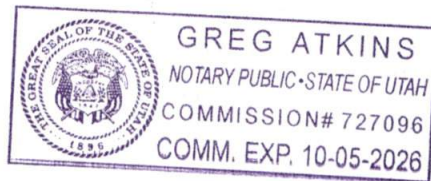
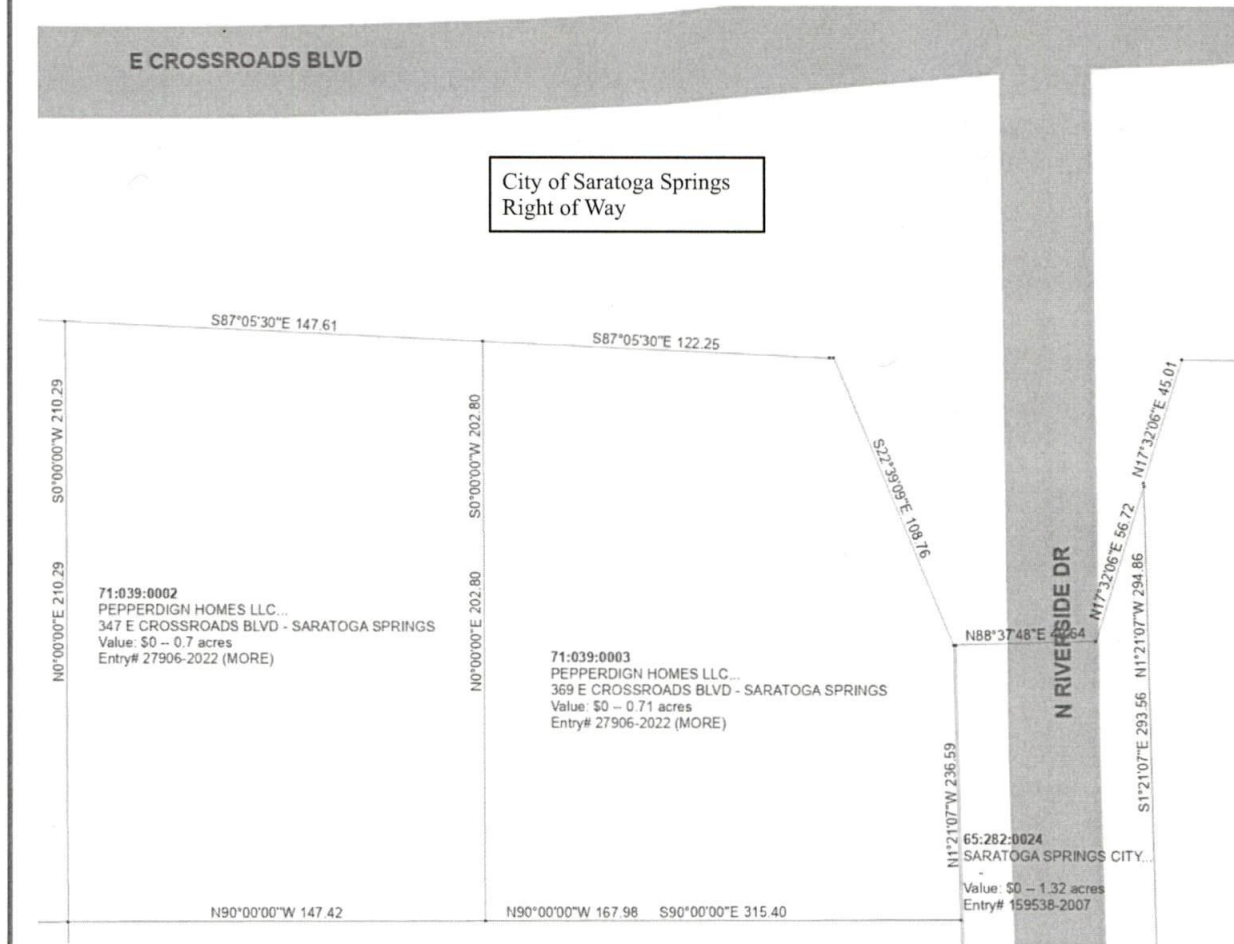


Exhibit "A"

Property Ownership map, Vicinity Map, and/or Legal Descriptions



APPLYING MULCH. THIS AREA WILL ALSO NEED AN ANNUAL MAINTENANCE PROGRAM. SUBMIT PROGRAM TO OWNER.

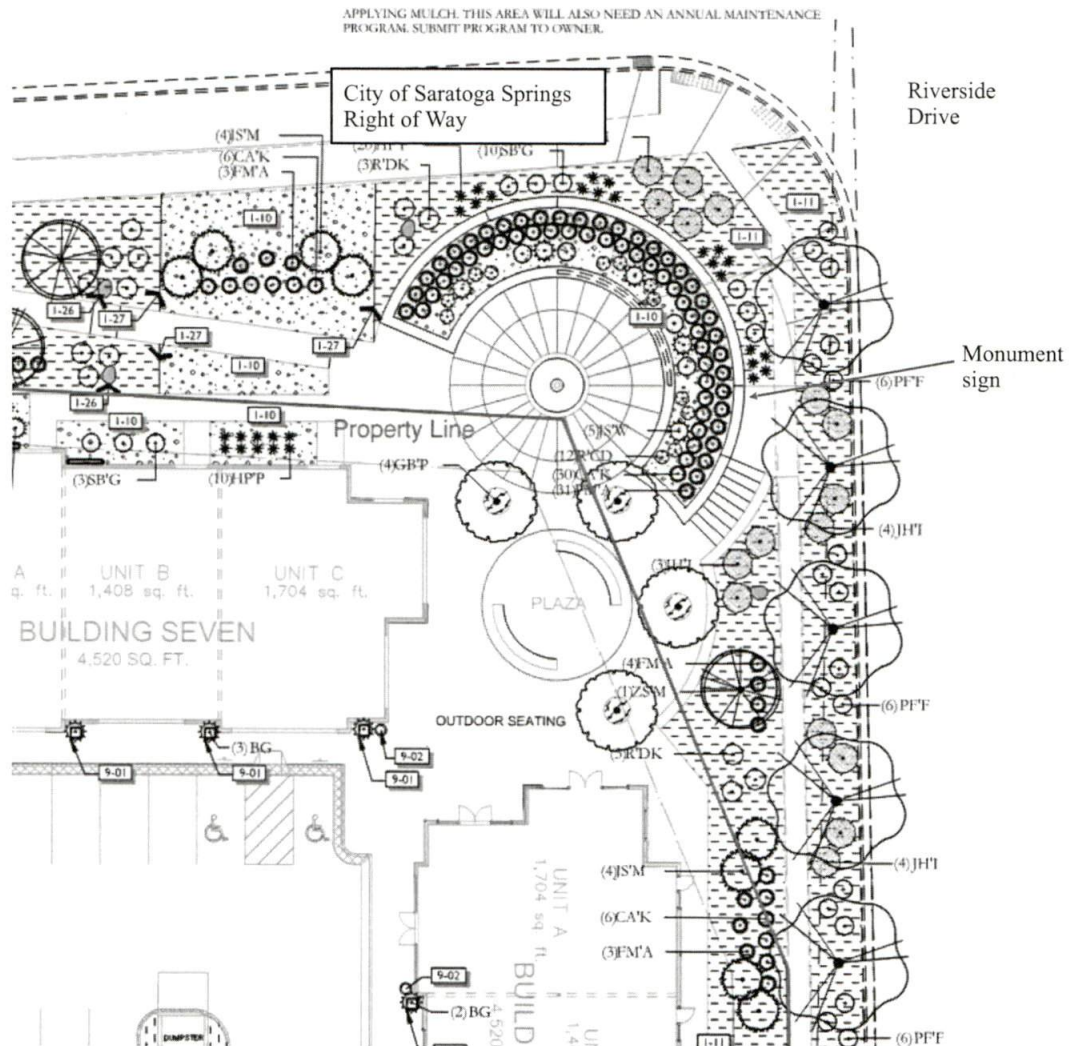


Exhibit "C"

Request for Proposal

[ON FILE WITH THE CITY RECORDER]



SARATOGA
SPRINGS

Life's just better here

City of Saratoga Springs Request for Proposals

City Entrance Public Art Monument

Issue Date: Wednesday, June 18, 2025

Submission Deadline: Wednesday, July 16, 2025, 5:00 pm

Submit proposals electronically *via email to*

Ken R. Young, Community Development Director, kyoung@saratogasprings-ut.gov

SUBMISSION REQUIREMENTS. Respondents shall submit proposals via email to kyoung@saratogaspringscity.com. In the event of difficulty submitting proposals electronically, proposals can be dropped off at the City Recorder's Office at 1307 N. Commerce Drive, Saratoga Springs, UT 84045, and must be submitted no later than Wednesday, July 18, 2025 at 5 pm. No submissions will be accepted after this date and time or at any other location. Proposals submitted to the City Recorder must be delivered via email in a PDF file. No paper copies may be submitted. All materials will become the property of the City.

QUESTIONS. All questions regarding this RFP must be submitted in writing to Ken R. Young, via email to kyoung@saratogasprings-ut.gov by 5:00 p.m. on Monday, July 7, 2025.

PROJECT LOCATION: See Exhibit "A" attached hereto.

OWNER: City of Saratoga Springs
1307 N. Commerce Drive
Saratoga Springs, UT 84045

Proposals will remain valid for 90 days after submission. The City reserves the right to reject any or all proposals received for any reason. Furthermore, the City reserves the right to change dates or deadlines related to this RFP, and reserves the right to waive any informality or technicality in proposals received when in the best interest of Saratoga Springs.

I. Scope of Project.

The City of Saratoga Springs (“City” or “Saratoga Springs”) is seeking proposals from qualified contractors capable of installing a high-quality and impactful welcome monument with public art features for the City entrance on the southwest corner of Crossroads Boulevard and Riverside Drive.

Exhibit “A” displays the site location, City logo and examples of other potential elements of the project.

Respondents may submit more than one design to be considered. Qualified respondents should be capable to provide the following:

- A. Design and create original entrance monument that incorporates “Welcome to Saratoga Springs”, public art, statuary, and/or water features.
- B. Incorporate elements that describe and define Saratoga Springs, including the City logo, City motto “Life’s just better here”, the heron and other wildlife endemic to the area, and other natural elements and landscape features.
- C. Design and artwork that reflects Saratoga Springs heritage and natural landscapes.
- D. Artwork included in the entrance monument that is durable, weather-resistant, and suitable for public display.
- E. Installation of public art entrance monument at the designated location.
- F. Design guidelines for similar, future installations at other unspecified locations.
- G. Collaboration with City officials, community stakeholders, and relevant agencies to ensure alignment with project objectives.

II. Contents of Proposal and Evaluation Criteria.

- A. Required content and minimum qualifications.

The proposal must include and will be evaluated on the following:

- i. **Introduction Statement**- Provide primary contact information and introduce your background, highlighting relevant experiences. Express your understanding of the project, including your vision of how the project aligns with the landscape and identity of Saratoga Springs.
- ii. **Conceptual Design**- Present detailed visual representations of the proposed city entrance public art monument including sketches, renderings, or digital illustrations. Describe the structural features and the artistic elements that are incorporated in your design, emphasizing how they reflect the heritage and culture of Saratoga Springs. The following design criteria shall be included:
 - Legibility – Signs should be clean and easy to read. Avoid hard to read designs or overly intricate typefaces.
 - Materials – Select high-quality, durable, and low maintenance materials. Monument feature materials should be compatible with surrounding development and local streetscape. Avoid glossy finishes that create glare and reflections. Specify materials to be used, and the measurements for each

- piece/component.
 - Colors – Colors should be selected to enhance legibility for both day and night viewing and use contrast to increase clarity. Colors should be in harmony with surrounding developments and streetscapes and local surroundings.
 - Illumination – Illumination should be used to enhance legibility while minimizing impact on adjacent uses and roadway operations. Raceways, conduits, and other electrical components should be concealed from public view. Light sources should be shielded and such that the light source is directed away from passerby's. Light should be directed only at the feature without spillover to adjacent property's or in a way that could cause glare. Light sources should not be exposed.
 - Digital features – No changing, flashing or other electronic digital features shall be used.
 - Overall project size – Flexible, making good use of the available land area as identified in #1 above, including the welcome monument, art features and surrounding landscaping.
 - Maximum monument height – No more than 10 feet tall above finished grade.
 - Sight distance – No features or designs should impact the required sight distances, as found in Saratoga Springs City Code Section 19.06.11.
- iii. **Community Engagement-** Highlight how your proposed public art monument will promote a sense of connection and pride among Saratoga Springs residents, and contribute to the City's cultural identity.
 - iv. **Connection to / Involvement with Saratoga Springs-** The City would like to give preference to designers/contractors involved with the design and installation of this project who either live in, have a connection to, or have past involvement with the community of Saratoga Springs. Please describe.
 - v. **Installation Plan-** Specify the process and type of installation, whether permanent or removable.
 - vi. **Maintenance Plan-** Provide recommendations for regular maintenance and repairs to sustain the integrity of the monument's structural and public art features over time. Please provide recommendations for protection of the work from vandalism, how vandalism can be removed from the surface.
 - vii. **Design Guidelines-** Provide a set of specific guidelines for the architectural design, artwork elements, signage, and other elements for the construction and installation of potential, similar entry monuments that may be placed in other unspecified community entry locations. Guidelines shall allow for some flexibility and variances in overall size and use of elements. Design guideline criteria shall include among others the elements listed in section II.A.ii above, and reflect the character of the examples shown in sections 3 and 4 of Exhibit A, Monument Location and Specifications, attached.
 - viii. **Previous Work and References-** Present examples of your previous entrance monuments or public art installations that highlight your capability to deliver an exceptional project.
 - ix. **Project Budget and Timeline-** Provide data on overall project costs, including an itemized budget of each of the various features and components, as well as a timeline for completion. The total budget for this project is capped at \$250,000 (the "Not-to-Exceed Budget"). Proposals that exceed this budget will be disqualified from consideration. Respondents must provide a categorized and itemized pricing structure within their

proposals for all monument components, including structures, signage, artwork, etc. This should include detailed pricing for labor costs, specifying hours and rates for all personnel involved; a breakdown of materials and supplies, including quantities and unit costs; itemized equipment rental or purchase costs; and any additional costs that must be clearly identified and justified. All costs must be presented in a clear and transparent manner to facilitate easy review and comparison. Any expenses incurred beyond the Not-to-Exceed Budget will be the sole responsibility of the respondent and will not be reimbursed by the City.

- B. Proposals are limited to 10 pages and must be submitted as one single PDF. Submissions that are received as multiple attachments will not be considered. Respondents should save their proposal with the following title line (First and Last Name _ Saratoga Springs City Entrance Monument Proposal).
- C. If respondent proposes to use a third party (subcontractor, sub-consultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.
- D. The City reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract will be subject to approval by City Council.

III. Selection Process.

- A. Proposals will be evaluated on the criteria listed in Section II, Contents of Proposal and Evaluation Criteria, above. The selection committee will consider all documents, the presentation/interview if applicable, response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination.
- B. Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top ranked respondent. In the event that an agreement is not reached, the City may enter into negotiations with the next highest-ranked respondent.

IV. Saratoga Springs City Professional Services Agreement Required.

- A. The successful respondent will be required to enter into Saratoga Springs Professional Services Agreement. A form of the standard agreement is attached to this RFP as **Exhibit "B"** and incorporated herein.
- B. A respondent must be authorized to do business in Utah at the time of contract execution. If respondent's address is within the 84045 zip code, a valid City business license is required.

V. General Provisions.

- A. No Representations or Warranty. It is the responsibility of each respondent to carefully

examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at respondent's own risk and no representation or warranty is made by the City regarding the materials in the RFP.

- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the respondent. The City assumes no liability for any costs incurred by respondents throughout the entire selection process.
- C. Equal Opportunity. The City is committed to ensuring equitable and uniform treatment of all respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of the City and will not be returned to the respondent.
- E. Modification of RFP. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. The City will provide written notice to respondents of any cancellation and/or modification.
- F. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.
- G. Local Businesses. The City's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

VI. Exhibits

Exhibit A: Monument Location and Specifications

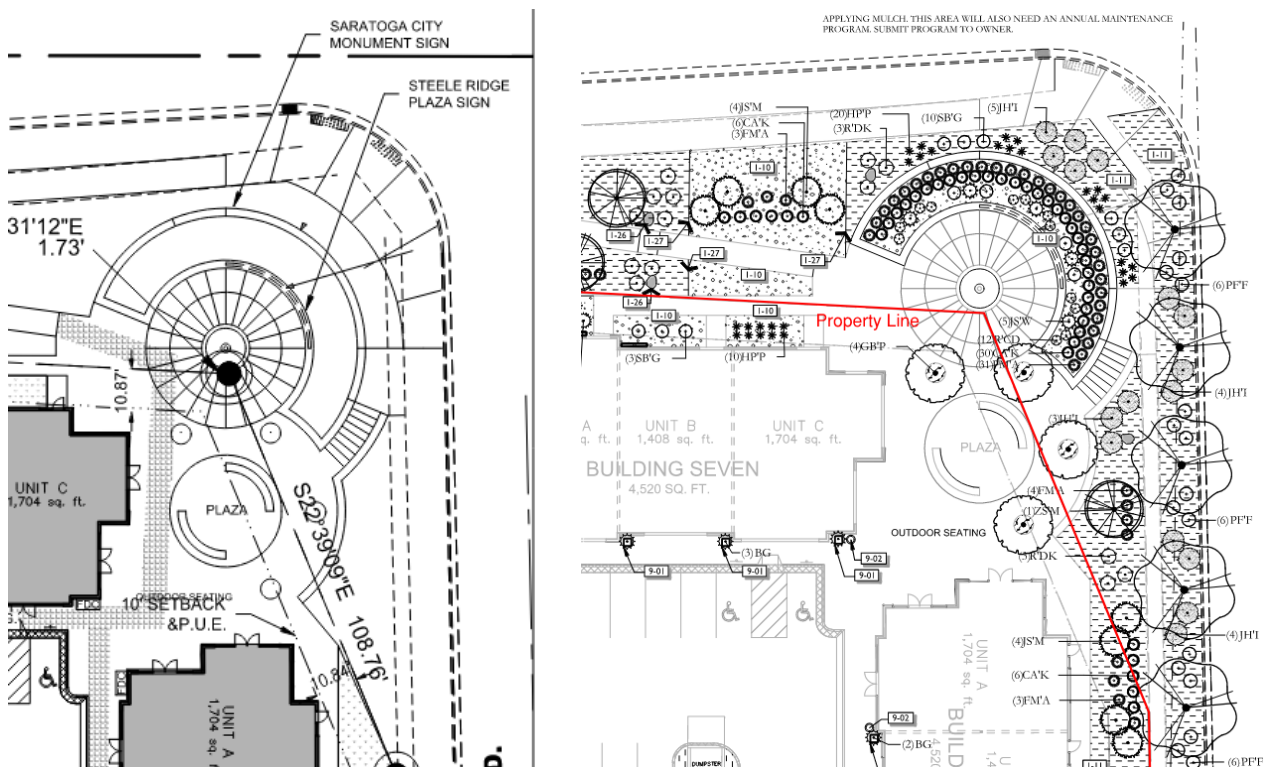
Exhibit B: Draft Professional Services Standard Agreement

EXHIBIT "A" Monument Location and Specifications

1. Aerial of Monument Location - SW corner of Crossroads Boulevard and Riverside Drive



2. Steele Ridge Development Site Plan – NE Corner (concept only)



3. Welcome Sign: Sign shall include a “Welcome” as well as an approved use of the City Logo following branding requirements. Below are examples of the use of City Logo and Motto:



4. Examples of potential elements: Water feature, heron sculpture/statuary, landscaping





EXHIBIT "B"

SARATOGA SPRINGS PROFESSIONAL SERVICES AGREEMENT

This CITY ENTRANCE PUBLIC ART MONUMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 202____, 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 _____ ("Contractor"), _____ [insert address].

PURPOSE: The City desires to partner with a contractor to design and construct a City inspired public art monument ("Artwork") at the entrance to the City located on Crossroads Blvd. ("Project"). The City issued a Request for Proposals ("RFP") describing the services in more detail, a copy of which is attached hereto as **Exhibit A** and incorporated as part of this Agreement. The Contractor submitted a proposal for services to be performed which is 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 desired. The City has selected the Contractor to provide the services in an experienced, professional, and competent manner at no cost to the City as an independent contractor of the City in accordance with the City's Request for Proposal and the Contractor's 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 to perform the services.

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 _____, as attached hereto as **Exhibit A**, and Contractor's Proposal, as attached hereto as **Exhibit B**. To the extent that this Agreement document conflicts in any way with **Exhibit A** or **Exhibit B**, the 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 services as provided in Exhibit A and Exhibit B.

1.2.2. Contractor shall assign or designate _____ 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.

1.2.3. 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.

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

3. CITY'S RESPONSIBILITY.

3.1. Information. City Representatives or other representatives will be made available for meetings, interviews, or reviews as needed and at such other times as the Contractor shall reasonably request.

3.2 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. COMPENSATION. The total compensation under this Agreement shall not exceed \$_____, unless agreed to in writing between the Parties.

5. OPERATING REGULATIONS. The Contractor shall operate in compliance with all applicable City, state, and federal laws and regulations and City requirements related to parking, notices, equipment, and other any other concerns or issues as may be specified in **Exhibit C.**

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.

7. PERIOD AND TERMINATION. This Agreement shall remain in effect for a period of 24 months and shall automatically renew for successive 24-month periods unless either party provides written notice to the other of its intention not to renew at least 90 days prior to the end of the then-current period or otherwise terminated in accordance with this Agreement.

The Parties agree that this Agreement will automatically terminate upon the completion of the Services contemplated by this Agreement, and that either party may terminate this Agreement for any reason upon 60 days' written notice, upon which termination, Contractor shall expeditiously remove all equipment from City property and rights of way and shall restore any impacted City property to the previous condition.

8. CITY REPRESENTATIVE. The City Representative designated herein, or as designated subsequently in writing to the Contractor, 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.

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: _____

Company Name: _____

Address: _____

City, State: _____

Email address: _____

Fax: _____

Telephone: _____

City Representative: _____

City of Saratoga Springs

1307 N. Commerce Drive, Suite 200

Saratoga Springs, Utah

Email address: _____

Facsimile: _____

Telephone: _____

10. DIRECTION OF WORK AND DISPUTES.

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 approval from 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 of Contractor and hereby retains the right to request Contractor to make reasonable modifications, which modifications shall be made.

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. INTELLECTUAL PROPERTY. The Contractor hereby assigns, transfers, and conveys to the City all rights, title, and interest in and to the created Artwork, including but not limited to all intellectual property rights, copyrights, and any associated moral rights, upon completion of the Project.

11.1. Scope of Rights. This assignment includes the right to reproduce, distribute, publicly display, and create derivative works of the Artwork, in any media known or hereafter developed, in perpetuity.

11.2. Warranties. The Contractor warrants that the Artwork is original, does not infringe upon any third-party rights, and has not been previously assigned or licensed to any other party.

11.3. Moral Rights. The Contractor hereby waives any and all moral rights in the Artwork to the extent permitted by law, acknowledging that the City may modify or use the Artwork as it sees fit.

11.4. Further Assurances. The Contractor agrees to execute any additional documents and take any further actions necessary to effectuate the assignment of the rights as set forth in this Section 11.

12. ASSIGNMENT, SUBCONTRACT. This Agreement shall not 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. IMMIGRATION STATUS VERIFICATION. The Parties recognize the statutory requirements of Utah Code section 63G-12-302 that prohibits City from entering into any contract for the performance of services with any entity that does not register with and participate in a federally approved immigration status verification system to ensure that the entity's employees are legally authorized to work in the United States. As the provider of services on behalf of City, in accordance with Utah Code section 63G-12-302, Contractor certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs, workers who are not legally authorized to work in the United States. Contractor agrees to require all its employees to provide proof of their eligibility to work in the United States and agrees to use all reasonable means to verify that proof. Contractor acknowledges that failure to participate in a status verification program may be grounds for termination 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. Contractor will maintain no less than the minimum insurance coverage required in Exhibit A 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 and Exhibit A. To the extent there is a conflict between current City policies and Exhibit A, current City policies shall be applicable.

15.2. Indemnification and Hold Harmless.

15.2.1. The Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, agents, employees, volunteers, and affiliates, 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.

15.2.2. The City, in its sole discretion, may choose to tender its own defense pursuant to Paragraph 14.2.1. 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. APPLICABLE LAWS, VENUE. 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. ANTI-BOYCOTT. In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Agreement, and that if it does, it shall promptly notify the City in writing.

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. THIRD PARTY BENEFICIARIES. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Contractor. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

24. 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.

CITY OF SARATOGA SPRINGS

MARK J. CHRISTENSEN
CITY MANAGER

ATTEST:

City Attorney

CITY RECORDER

Approved as to form:

CONTRACTOR

By _____

Title _____

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
County of)

On the ____ day of _____, 20____, 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/limited liability company executed the same.

NOTARY PUBLIC, residing in:

My Commission Expires:

ESTIMATE

Bruder Inc
PO Box 700
Pleasant Grove, UT 84062

Office@brudercompany.com



Saratoga Springs City:SS Owned Property Plaza Section - Steele Ridge

Bill to
Saratoga Springs City

Ship to
sa
Saratoga Springs City

Estimate details

Project: SS owned Property Plaza - SR

Estimate no.: 1031

Estimate date: 03/12/2025

Description	Qty	Rate	Amount
Grade and prep for rough grades	1	\$3,200.00	\$3,200.00
Excavation for concrete walls	1	\$1,250.00	\$1,250.00
Concrete footings and 4' tall retaining walls around court plaza (LNFT)	260	\$48.00	\$12,480.00
Compacted road base prep for concrete flat work	2600	\$1.75	\$4,550.00
5" concrete flat work with decorative strike lines	2600	\$6.75	\$17,550.00
Landscape install in city owned courtyard area L.S	1	\$12,500.00	\$12,500.00
Sidewalk road base install and prep	1076	\$1.75	\$1,883.00
Install sidewalk to tie into existing city walk	1076	\$6.25	\$6,725.00

** General Notes- EXCLUSIONS:
Bid does not include any low voltage communication, power wire or gas line install/relocation or trenching.
Bid does not include any civil engineering, surveying/staking and architectural costs.

Total

\$60,138.00

Accepted date

Accepted by

Exhibit “D”

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

[ON FILE WITH THE CITY RECORDER]

ORDINANCE NO. 25-47 (06-17-25)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING A DEVELOPMENT AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City and Bruder, Inc. desire to enter into a Development Agreement (“Agreement”), attached as Exhibit A, to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

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

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

WHEREAS, after due consideration and after proper notice, the City Council, acting 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 the Agreement be approved.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

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

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

- a. deposit a copy of this ordinance in the office of the City Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 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 17th day of June, 2025.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Christopher Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____		

EXHIBIT A
Development Agreement



Code Amendments
Amending Sections 19.18
June 17, 2025
Public Meeting

Report Date:	June 10, 2025
Applicant:	City Initiated
Previous Meetings:	None for these topics
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Joel Temple, Planner I

A. Executive Summary:

This is a staff-initiated code amendment related to signage in Commercial-zoned districts, and is intended to remove redundant language and clarify language related to non-primary building signage.

Recommendation:

On May 30, 2025, the Planning Commission forwarded a positive recommendation to the City Council for the proposed amendments to Title 19.18, with the findings and conditions in the staff report. Included in the recommendation was the condition that pedestal signs SHALL NOT be allowed in the Neighborhood Commercial zone.

Staff recommends that the City Council conduct a public meeting on the proposed code amendments, 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:

Title 19 at present has potentially confusing language regarding the allowance of a third ancillary sign in lieu of a monument sign. Additionally, there is redundancy between the sections of code pertaining to Neighborhood Commercial signage and other commercial zones. Lastly, the sign code refers to both “ancillary” and “secondary” signage for the same types of building signs. Eliminating redundancy and clarifying language will streamline the sign code.

C. Specific Request:

This is a request for approval of proposed code amendments to Section 19.18 of the Land Development Code, as summarized below and as attached.

19.18, Sign Regulations	<ul style="list-style-type: none"> • Removing redundant language between the Neighborhood Commercial zone and other Commercial zones. • Creating consistency in language referring to non-primary building signage. • Clarifying additional signage permitted in lieu of monument signs.
--------------------------------	---

Up for discussion: The only difference in requirements, in the current code, between the Neighborhood Commercial signage and other commercial signage is that the NC zone does not allow pedestal signs. In the proposed version, all the commercial sections are combined, and the following languages has been added:

“In the Neighborhood Commercial zone, pedestal signs are not permitted, except as interior directional signs.”

Pedestal signs are allowed to be 20’ tall and are allowed on properties that are seven acres or larger. Condition number one provides an option to keep or remove this language as it is a carry-over from previous versions of code, but there may be a different perspective at this time. If it is removed, then all commercial zones will have the same standards.

D. Process:

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 F and G 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. *The Planning Commission reviewed the proposed changes and recommended approval.*

E. Community Review:

Prior to the Planning Commission meeting, this 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. Prior to the City Council meeting, this was noticed as a public meeting per State Code.

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 amendments will provide clarity around type and number of permitted signage in commercial zones in present and future developments in the City.*

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 and will allow for clarity related to non-primary building signage in commercial zones.*

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 clarity in the code and contribute to 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.

H. 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 of the requested code amendments to 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 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. Pedestal signs [SHALL/SHALL NOT] be allowed in the Neighborhood Commercial zone.
2. Any other conditions or changes as articulated by the City Council:

_____.

Option 2 – Continuance

“I move to **continue** the proposed code amendments to 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 3 – Negative Recommendation

“I move that City Council deny the requested code amendments to Chapter 19.18, 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 {XX.XX} of the Code:
 - a. _____.

I. Exhibits:

1. DRAFT Planning Commission Minutes 5/29/25
2. Proposed Code Amendments



MINUTES – Planning Commission

Thursday, May 29, 2025

City of Saratoga Springs City Offices

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

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:02 p.m. by Chair Rachel Sprosty Burns.

- 5 1. **Pledge of Allegiance** - led by Commissioner Carn.
2. **Roll Call** – A quorum was present.

Present:

Commission Members: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Colton Miles, Doug Willden.

Staff: Sarah Carroll, Planning Director; Rulon Hopkins, Assistant City Attorney; Gina Grandpre, Senior Planner; Kendal Black, Planner II; Joel Temple, Planner I; Ken Knight, Engineer; Wendy Wells, Deputy Recorder.

Others: Chad Spencer, Greg Paley, Ken Puncerelli.

Excused: Commissioner Jack K. Mangum.

3. **Public Input** - Public input was opened by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

20 PUBLIC HEARINGS

Commissioner Colton Miles explained a potential conflict of interest and recused himself from Public Hearing Items 1 and 2.

- 25 1. **Saratoga 7 Grand Sierra Way Community Plan and Village Plan Amendments, located at 623 North Grand Sierra Way. Chad Spencer as applicant. Planner II Kendal Black presented the item.** The Amendment applications are to adjust the previously approved lot size, the size of the proposed church, elevations for the church, remove Market Street as the adjacent street abutting the project area, and would allow Planning Staff to approve any further required applications. There is only one lot in the project.

Public Hearing Open by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

Applicant Chad Spencer was in attendance to answer any questions.

Commissioner Carn received clarification that a black line on an aerial image in the packet was related to the Transportation Master Plan (TMP), and that the entrance to the church would be on Grand Sierra Way.

Commissioner Hill thanked Staff, and was happy with the work that had been done.

Commissioner Willden asked Staff to explain more about Equivalent Residential Units (ERUs), and wanted to know if there was a concern with the number increasing from 8.00 to 11.11.

Planning Director Sarah Carroll explained that ERUs are how they calculate capacity needs in the water, sewer and storm drains. She advised there was not a concern with the increase because they had the capacity for it.

Motion made by Commissioner Carn that the Planning Commission forward a positive recommendation to the City Council for the Saratoga 7 Grand Sierra Way Church Community Plan/Village Plan Amendments, located at 623 North Grand Sierra Way, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Hill.

Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Doug Willden.

No: None.

Recused: Colton Miles.

Absent: Jack. K. Mangum

Motion passed 5 - 0.

- 55
2. **Jordan Promenade (Wander) Community Plan Major Amendment 4, Village Plan 2 Major Amendment 2, and Village Plan 3 Major Amendment 2. Located east of Redwood Road between Pioneer Crossing and 400 South, east to Patriot Park and the Jordan River. Greg Paley of Oakwood Homes Inc. as applicant. Senior Planner Gina Grandpre presented the item.** This is a 367-acre master-planned community and includes three approved Village Plans. On September 3, 2024, the City Council postponed action on changes to Village Plan 3 due to concerns about building size, architectural compliance, and impacts to Jordan River views. During this process, UDOT's planned widening of Pioneer Crossing led the developer to propose significant adjustments: relocating the Riverside Drive and Pioneer Crossing commercial area in Village 3 to Redwood Road and 400 North in Village 2, and shifting the planned LDS meeting house from Village 2 to a larger site in Village 3. City staff also evaluated architectural consistency between Villages 1 and 2 and recommended clearer, more detailed design standards for both single-family and multi-family homes in Villages 2 and 3.

70 Before opening the Public Hearing, Chair Sprosty Burns asked if Senior Planner Gina Grandpre would review why the item had been tabled by City Council.

75 Senior Planner Gina Grandpre responded that City Council had been concerned about the viewshed to the river and lake in the attached townhome area. She explained a viewshed is the area open and visible from a specific location or viewing area. She also noted there had been a concern that some homes were not meeting the Village Plan and Community Plan.

80 Chair Sprosty Burns received clarification that previous concerns regarding architectural standards in Village Plan 2 had all been resolved.

Public Hearing Open by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

85 Applicant Greg Paley of Oakwood Homes in Murray was in attendance to answer questions. He wanted to add two things to the discussion:

- Pioneer Crossing could raise 30 feet in the future causing an encroachment into the commercial area, disconnecting Pioneer Crossing, and decreasing the viability of the area.
- They would like some flexibility with placement of the monument sign due to Pioneer Crossing undergoing expansion in the future.

90 Planning Director Sarah Carroll advised that the Pioneer Crossing plan to install flex lanes does not need additional Right of Way, but there was an expectation that it would be widened in the future, and the commercial area and monument sign would not work there because UDOT would need more land to expand Pioneer Crossing in the future.

95 Applicant Ken Puncerelli of LAI Design Group was also in attendance to answer questions, and addressed the parking in the area and said there would be 320 possible parking stalls, which would meet the parking requirement.

100 Commissioner Hill spoke about the history of the project. He felt the amendment had added clarity and was more cohesive. He liked that the development would be very walkable. He also said he'd enjoyed looking at the Coach House plans in the packet and asked the applicant if they'd done that type of design before, and what the feedback had been from homeowners.

105 Mr. Puncerelli encouraged Commissioners to walk through the model. He explained the three-story model was almost like an "adult tree house" with small living areas on the lower level, a kitchen on the second level,

and bedrooms on the third level. He said they lived bigger than what they were, and seemed to appeal to first time home buyers, owners who traveled often, or those who did not want yard work. He also commented that he had worked with a lot of planning departments throughout the country, and the Saratoga Springs Planning Staff was exceptional.

Commissioner Hill asked the applicant to give more detail about the Amenity Center. He thanked the applicant for their positive comments about the Planning Staff and agreed with that assessment.

Mr. Puncerelli informed Commissioners that the Amenity Center would be private for Wander residents to use, and would have a pool with restrooms; a clubhouse with a room to rent for family gatherings; a fitness facility; and lifeguard offices. He noted the building was anticipated to be about 3600 square feet.

Chair Sprosty Burns received clarification about the height difference between Neighborhood Commercial (NC) and Community Commercial (CC).

Commissioner Carn received clarification on the following: Pioneer Crossing future expansion plans; poor LOS listed in the traffic study; details about the trail plans and trail connectivity; different zoning types; information regarding home elevations that bordered Redwood Road; and that the Amenity Center would follow the same engineering standards as the residential areas.

Commissioner Mann inquired about geological hazards, and the study done 8 years ago. She wanted to know if there had been a more current geological investigation. She said it had been her understanding that developers were not required to follow the recommendations of the geological engineer. She asked if there had been any problems with flooding or foundation problems in Wander due to soil conditions.

Mr. Puncerelli advised they do geotechnical studies, and a stormwater study. He said there would be slope and/or earth armoring for flood conditions, so there would not be any erosion damage.

Mr. Paley explained that they would be doing a Conditional Letter of Map Revision (CLOMR) with FEMA to bring the site out of the 100-year flood zone. He felt that any developer that did not follow the recommendations of the geological engineer was taking a big risk, and they would be following those recommendations. He noted that there had been some settling in a few homes in Wander, but they had rectified those issues. He expressed that in general there had been no problems.

Chair Sprosty Burns asked if Commissioners wanted to discuss the monument sign. She also had a concern with UDOT money being spent to move a sign, instead of improving traffic.

Commissioner Hill felt that Staff recommendations should be followed.

Commissioners, Applicants, and Staff all discussed who might fund the expense if the monument sign needed to be moved in the future.

Mr. Paley explained that they would like to have flexibility be able to move the monument sign to a future location, if needed, if the primary entrance were to change.

Senior Planner Gina Grandpre advised that they would need to add language to the document to allow the flexibility of the monument sign if that is the route they wanted to go.

Planning Director Sarah Carroll expressed concern that from a code perspective, the sign could obstruct right-of-way. She suggested alternate locations for the sign.

Commissioners Willden and Hill both felt that City Council could make the adjustment later, and did not want to do that now.

Senior Planner Gina Grandpre stated that there was a note in the Wander packet titled *Open Space Management Plan* that should be removed because it was contrary to City code.

Motion made by Commissioner Hill that the Planning Commission forward a positive recommendation to the City Council for the Jordan Promenade (“Wander”) Community Plan Amendment 4, Village Plan 2 Amendment 2, and Village Plan 3 Amendment 2, located east of Redwood Road between Pioneer Crossing and 400 South to the Jordan River and Patriot Park, striking the language on page 83 referring to Open Space Changes, with the other Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.

Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Doug Willden.

No: None.

Recused: Colton Miles.

Absent: Jack K. Mangum.

Motion passed 5 - 0.

3. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 – Sign Regulations. City-Initiated. Planner I Joel Temple presented the item.** This is a staff-initiated code amendment related to signage in commercially-zoned districts, and is intended to remove redundant language and clarify language related to non-primary building signage.

Public Hearing Open by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

Commissioner Willden received clarification about pedestal signs, and the Home Depot sign was used as an example of a pedestal sign.

Planning Director Sarah Carroll advised that there was an acreage minimum for a pedestal sign to be allowed. In Neighborhood Commercial (NC), if it was smaller than 7 acres, it would not be allowed. She explained that the only area that currently qualified was near Ring Road. She also clarified that Commissioners could vote to either allow, or not allow pedestal signage.

Commissioner Miles wondered how this code amendment would affect current signage.

Planning Director Carroll responded that weren’t any in Neighborhood Commercial (NC), so it would just stay the same.

Motion made by Commissioner Carn that the Planning Commission forward a recommendation for approval of the proposed code amendments to Chapter 19.18, and that Pedestal signs shall not be allowed in Neighborhood Commercial, even above 7 acres, with the other Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.

Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Colton Miles, Doug Willden.

No: None.

Absent: Jack K. Mangum.

Motion passed 6 - 0.

4. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02 (Definitions), 19.04 (Establishment of Land Use Zones and Official Map), and 19.09 (Off-Street Parking) for Athletic Coaching. City-Initiated. Planner II Kendal Black presented the item.** This is a Staff-initiated code amendment related to “athletic coaching.” The amendment updates the Athletic Coaching definition, adds two more definitions (Group Fitness and Personal Training), and adds the two new uses to the use table, the parking standards, and specifies which zones the new uses will be allowed in.

Public Hearing Open by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

Commissioner Carn asked about parking requirements for personal training, and how that would be regulated. He was concerned about clarity, and felt this could lead to parking issues. He wanted to know if there could be an incentive to underestimate the parking needed to reduce development costs.

220 Planner II Kendal Black explained that the number of trainers would be listed on the business license and Staff could follow up and get clarification if needed.

Planning Director Sarah Carroll advised that if there was not adequate parking provided, then that would drive away customers.

225 **Motion made by Commissioner Willden that the Planning Commission forward a recommendation for approval of the proposed code amendments to Chapters 19.02, 19.04, and 19.09, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mann.**

Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Colton Miles, Doug Willden.

230 **No: None.**

Absent: None. Jack K. Mangum

Motion passed 6 - 0.

BUSINESS ITEMS

235

1. Approval of Minutes: May 15, 2025.

Motion made by Commissioner Hill to approve the minutes of May 15, 2025. Seconded by Commissioner Miles.

240 **Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Colton Miles, Doug Willden.**

No: None.

Absent: Jack K. Mangum.

Motion passed 6- 0.

245

REPORTS

1. Commission Comments. No comments were made.

- 250 2. **Director's Report.** – Planning Director Sarah Carroll advised of upcoming agenda items, and recent City Council actions. She noted that the next Planning Commission meeting scheduled for June 12, 2025 would need to be canceled due to no quorum.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 7:51 p.m. by Chair Rachel Sprosty Burns.

260

Date of Approval

Planning Commission Chair

265

Deputy City Recorder

Chapter 19.18. Sign Regulations.

19.18.10. Commercial Zone Sign Standards.

~~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.~~

~~h. Curbside Pick-up Signs.~~

- i. ~~**Location.** Curbside pick-up signs shall be placed at the front of a designated parking stall closest to the curb or sidewalk that is used specifically for curbside pick-up.~~

- ~~ii. **Size.** The area of the sign shall not exceed 1.6 square feet.~~
- ~~iii. **Height.** A curbside pick-up sign shall not exceed six feet in height.~~
- ~~iv. **Number.** The maximum number of curbside pick-up signs allowed shall not exceed 5 percent of the parking stalls on the lot on which the business is located.~~
 - ~~1. Additional curbside pick-up stalls are allowed if the business installs more parking stalls than required. For example, if 100 parking stalls are required, up to 5 stalls (5%) may be designated as curbside pick-up stalls. But stalls above the requirement may also be designated as curbside pick-up stalls (e.g., if there are 102 stalls. Up to 7 may be designated as curbside pick-up stalls).~~
- ~~v. **Illumination.** Curbside pick-up signs shall not be illuminated.~~

6.5. Signage in the Neighborhood Commercial, 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 ancillary 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.
 - a. When a monument sign is allowed by code, a third ancillary building sign may be allowed in lieu of a monument sign. Not to exceed one sign per elevation.
- 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-Ancillary signage.** Secondary-Ancillary signage shall not be mounted on the same façade as primary signage, and each secondary ancillary 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-Ancillary 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. If a third ancillary wall sign has been approved in lieu of a monument sign, then a monument sign shall not be allowed.

~~c. 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...~~

d.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.
 - a. In the Neighborhood Commercial zone, pedestal signs are not permitted, except as interior directional signs.
- 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.

e.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 an ancillary-secondary building sign.
 2. Up to two freestanding awnings or canopies may be used for signage.

...

19.18.11. Industrial Zone Sign Standards.

1. Primary Building Signs.

~~1.a.~~ **Number.** Each building is permitted one primary building sign.

- i. An ancillary building sign, of up to 4 percent of the primary building sign's façade area, may be allowed in lieu of a monument sign when a monument sign is permitted by code.

...

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.

~~A Secondary Building Sign, of up to 4 percent of the primary building sign's façade area, may be allowed in lieu of a monument sign when one would be permitted by code.~~

ORDINANCE NO. 25-48 (06-17-25)

**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 May 30, 2025 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 17th day of June, 2025.

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



Code Amendments

Amending Sections 19.02, 19.04, and 19.09

June 17, 2025

Public Meeting

Report Date:	June 10, 2025
Applicant:	City Initiated
Previous Meetings:	Planning Commission 5/15/25
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Kendal Black, Planner II

A. Executive Summary:

This is a staff-initiated code amendment related to “athletic coaching.” The amendment updates the Athletic Coaching definition, adds two more definitions (Group Fitness and Personal Training), and adds the two new uses to the use table, the parking standards, and specifies which zones the new uses will be allowed in.

Recommendation:

The Planning Commission held a public hearing on May 29, 2025, reviewed the application, and recommended approval of the proposed code amendments as shown in Exhibit 1 with the findings and conditions in the staff report. Draft meeting minutes are attached.

Staff recommends that the City Council conduct a public meeting on the proposed code amendments, 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:

There have been recent inquiries about what exactly Athletic Coaching is. Staff has noticed that the previous definition was too ambiguous and could allow more intense uses under the Athletic Coaching definition. To remedy this issue, staff proposes an updated Athletic Coaching definition. This code amendment will provide the updated Athletic Coaching definition, provide parking standards for the two new uses, add the new uses to the use table, and show where they are allowed.

C. Specific Request:

This is a request for approval of proposed code amendments to Sections 19.02, 19.04, and 19.09 of the Land Development Code, as summarized below and as attached.

19.02, Definitions	Updating the definition of “Athletic Coaching” and adding the definition of “Group Fitness” and “Personal Training”
19.04, Land Use Regulations	Adding “Group Fitness (5,000 sq. ft. or less),” “Group Fitness (5,000 sq. ft. or larger),” and “Personal Training” to the use table. “Group Fitness (5,000 sq. ft. or less)” and Personal Training will be allowed in all zones except for Industrial, Institutional/Civic, and Public School Bus Lot. “Group Fitness (5,000 sq. ft. or larger)” will be allowed in the Regional Commercial, Heavy Commercial, Mixed Use, Office Warehouse, Light Industrial, and Business Park zones.
19.09, Off-Street Parking	Adding parking requirements for “Group Fitness” at 1 stall per 150 sq. ft. and for “Personal Training” at 3 stalls per trainer on highest shift.

D. Process:

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 staff-initiated proposal. The application will be reviewed by the Planning Commission and receive 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 F and G 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 E of this report.*

E. Community Review:

Prior to the Planning Commission meeting, this 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. Prior to the Planning Commission meeting, this was noticed as a public meeting per State Code.

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 amendments will provide clarity in defining Athletic Coaching, adding definitions for Group Fitness and Personal Training, and determining the zones the uses are allowed in and parking standards for these uses in present and future developments in the City.*

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 and will allow for clarifications related to athletic coaching.*

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 clarity in the code and contribute to 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.

H. Recommendation and Alternatives:

Staff recommends that the City Council conduct a public meeting, take public input, discuss the application, and choose from the following options.

Option 1 – Approval

“I move that the City Council approve the proposed code amendments to Chapters 19.02, 19.04, and 19.09, 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 other conditions or changes as articulated by the Planning Commission:

_____.

Option 2 – Continuance

“I move to **continue** the proposed code amendments to Chapters 19.02, 19.04, and 19.09 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 City Council deny the requested code amendments to Chapters 19.02, 19.04, and 19.09, 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 {XX.XX} of the Code:
 - a. _____.

I. Exhibits:

1. Proposed Code Amendments
2. DRAFT Planning Commission minutes, 5/29/2025

Chapter 19.02. Definitions

19.02.02. Definitions.

As used in this Title:

17. **“Athletic Coaching”** mean in-person training, ~~where the majority of the business is~~ focused solely on athletic development and team training programs, excluding Personal Training, Group Fitness classes, and non-sport related activities. For the purpose of this definition, a team shall be a group of athletes training together for a specific sport or competition.~~and team training classes.~~
128. **“Fitness Center”** means a facility where members or nonmembers use equipment or space for the purpose of physical exercise and the majority of the physical exercise is typically performed by members or nonmembers on the their own and not in classes or group trainings, even though Athletic Coaching, Personal Training, or Group Fitness may be available.
143. **“Group Fitness”** means exercise:
- a. Conducted in a group setting of three or more clients, led by a qualified instructor or fitness professional; and
 - b. Involves a variety of structured formats designed to promote physical fitness including dance-based workouts, aerobics, boot camps, kickboxing, cycling, Pilates, and yoga.
- ~~143.~~144. **“Hair Salon”** means a retail business:
- a. whose principal activity is the cutting, coloring, and styling of hair; and
 - b. that may provide ancillary services such as nail painting, permanent makeup, microblading, and wax treatments.
- ~~232.~~ **“Personal Training”** means a service provided by a qualified professional, known as a personal trainer, who guides and instructs one to two clients at a time in achieving their fitness goals. For three or more clients, see Group Fitness definition. Personal trainers support clients in improving their physical health, strength, endurance, and overall well-being. These services may be provided in gyms, fitness centers, clients’ houses, or other suitable locations.
- ~~232.~~233. **“Planned Unit Development (PUD)”** means a development under Chapter 19.07 located in a Planned Unit Development Overlay Zone where residential development is guided by a total design plan and where one or more of the land use ordinances or subdivision regulations, other than the land use designation, may be allowed in accordance with applicable standards found in Chapter 19.07 to allow flexibility and creativity in site and building design and location, in accordance with general guidelines as specified in this Code.

Chapter 19.09. Off-Street Parking Requirements.

19.09.10. Required Minimum Parking.

The table below indicates the minimum requirement for each use; unless otherwise identified, in no case may the minimums be exceeded by more than 25 percent.

Use	Parking Requirement
Athletic Coaching	4 stalls per 1000 sq. ft.
<u>Group Fitness</u>	<u>1 stall per 150 sq. ft.</u>
<u>Personal Training</u>	<u>3 stalls per trainer on highest shift</u>

(Ord. 25-12, Ord. 23-36, Ord. 22-13, Ord. 22-5, Ord. 21-14, Ord. 20-07, Ord. 19-38, Ord. 18-30, Ord. 17-14, Ord. 16-17, Ord. 16-01, Ord. 15-03, Ord. 14-23-1, Ord. 14-13, Ord. 14-1, Ord. 13-16, Ord. 12-9, Ord. 12-3, Ord. 11-9)

Chapter 19.04. Establishment of Land Use Zones and Official Map.

19.04.11. Permitted Uses, Non-Residential and Mixed Use Zones.

The following table lists the Permitted Uses of Nonresidential Zones in the City of Saratoga Springs. Empty boxes mean that the use is prohibited in that zone. Uses not listed are also prohibited.

P= Permitted T=Temporary

	NC	CC	RC ¹	HC	MU	OW	I	LI	MW	BP	IC	PSBL
<u>Group Fitness (5,000 sq. ft. or less)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P^A</u>		
<u>Group Fitness (5,001 sq. ft. or larger)</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		<u>P^A</u>		
<u>Personal Training</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P^A</u>		

P = Permitted, T=Temporary

A. The noted Uses shall be allowed in the listed zones as an ancillary use only.

E. The noted Uses shall be allowed in the listed zones as an edge use only. See §19.05.

1. As an ancillary component of the identified Permitted Uses, employers may offer Child Care Center services for their employees. The provision of such services shall require City approval.

2. Additional Standards as provided in other sections of Title 19.

3. The noted Uses shall not be allowed in the Gateway Overlay. See § 19.04.14

4. Certain retail uses shall not be allowed in the Gateway Overlay. See § 19.04.14



MINUTES – Planning Commission

Thursday, May 29, 2025

City of Saratoga Springs City Offices

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

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:02 p.m. by Chair Rachel Sprosty Burns.

- 5 1. **Pledge of Allegiance** - led by Commissioner Carn.
2. **Roll Call** – A quorum was present.

Present:

Commission Members: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Colton Miles, Doug Willden.

Staff: Sarah Carroll, Planning Director; Rulon Hopkins, Assistant City Attorney; Gina Grandpre, Senior Planner; Kendal Black, Planner II; Joel Temple, Planner I; Ken Knight, Engineer; Wendy Wells, Deputy Recorder.

Others: Chad Spencer, Greg Paley, Ken Puncerelli.

Excused: Commissioner Jack K. Mangum.

3. **Public Input** - Public input was opened by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

20 PUBLIC HEARINGS

Commissioner Colton Miles explained a potential conflict of interest and recused himself from Public Hearing Items 1 and 2.

- 25 4. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02 (Definitions), 19.04 (Establishment of Land Use Zones and Official Map), and 19.09 (Off-Street Parking) for Athletic Coaching. City-Initiated. Planner II Kendal Black presented the item.** This is a Staff-initiated code amendment related to “athletic coaching.” The amendment updates the Athletic Coaching definition, adds two more definitions (Group Fitness and Personal Training), and adds the two new uses to the use table, the parking standards, and specifies which zones the new uses will be allowed in.

Public Hearing Open by Chair Rachel Sprosty Burns. Receiving no public comment, the Public Hearing was closed by the Chair.

Commissioner Carn asked about parking requirements for personal training, and how that would be regulated. He was concerned about clarity, and felt this could lead to parking issues. He wanted to know if there could be an incentive to underestimate the parking needed to reduce development costs.

Planner II Kendal Black explained that the number of trainers would be listed on the business license and Staff could follow up and get clarification if needed.

Planning Director Sarah Carroll advised that if there was not adequate parking provided, then that would drive away customers.

Motion made by Commissioner Willden that the Planning Commission forward a recommendation for approval of the proposed code amendments to Chapters 19.02, 19.04, and 19.09, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mann.

Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Virginia Rae Mann, Colton Miles, Doug Willden.

No: None.

Absent: None. Jack K. Mangum
Motion passed 6 - 0.

DRAFT

ORDINANCE NO. 25-48 (06-17-25)

**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 May 29, 2025 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 17th day of June, 2025.

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

SARATOGA SPRINGS CITY COUNCIL BYLAWS, RULES OF ORDER, AND PROCEDURES

1. PURPOSE.

These policies and procedures are designed and adopted for the purpose of providing guidelines for the members of the Saratoga Springs City Council in the performance of their duties and conducting their meetings. The City Council shall be governed by the provisions of state law, city ordinances, and these rules. These rules shall not provide an independent basis or cause of action for invalidating or in any way altering a final decision of the council unless otherwise provided by city ordinance or state Law. In the event of a conflict between the provisions herein and city ordinance or state law, the stricter or more specific provision shall apply. “Council member” or “Council” as used herein shall mean any member of the City Council including the Mayor.

2. ROLE OF COUNCIL AND OTHER OFFICERS.

a. Mayor.

- i. To preside at all meetings of the Council and provide general direction for the meetings;
- ii. To call the Council to order and proceed with the order of business;
- iii. To announce the business before the Council in the order in which it is to be acted upon;
- iv. To receive and submit in the proper manner all motions and propositions presented by the members of the Council;
- v. To put to vote all questions that are properly moved or necessarily arise in the course of proceedings and to announce the results of the vote;
- vi. To vote only in the case of a tie or as otherwise provided in state law or city ordinance;
- vii. To inform the Council on any point of order or practice (may call upon legal counsel for advice);
- viii. To authenticate by signature all acts, orders, and proceedings of the Council;
- ix. To maintain order and dignity at meetings of the Council;
- x. To move the agenda along and reduce redundancy; and
- xi. To recognize speakers and Council members prior to receiving comments and presentation of evidence.

b. Mayor Pro Tem.

- i. The Mayor Pro Tem, during the temporary absence of the Mayor (as provided in City Code § 2.02.01), shall have and perform all the duties and function of the Mayor.

c. City Recorder. The City Recorder shall serve as the secretary of the Council. The City Recorder shall have the following duties:

- i. To give notice of all City Council meetings;
- ii. To keep and record accurate minutes of the proceedings of the City Council;
- iii. To keep and maintain a permanent record of all vital documents and papers pertaining to the work of the Council;
- iv. To sign the meeting minutes after the minutes have been approved by the City Council; and
- v. To perform such other duties as may be required.

d. Council members.

- i. **Meeting Attendance.** Every member of the Council shall attend the sessions of the Council unless duly excused or unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the City Recorder. The City Recorder shall call the same to the attention of the City Manager and Mayor.

3. RULES OF ETHICS, CONDUCT, AND DECORUM.

a. Ethics and Conflicts.

- i. The Council shall follow the standards of conduct for municipal officers and employees and disclose actual or potential conflicts of interest as provided for in the Municipal Officers' and Employees' Ethics Act.

b. Council Member Removal.

- i. **From Meetings.** A Council member may be expelled from a meeting for disorderly conduct upon the vote of three members of the Council. The Mayor may vote in such a case.
- ii. **From Office.** A Council member may be removed from office in accordance with state law.

c. Treatment of Information.

- i. It is important to differentiate between Council information that belongs to the public and Council information that does not.
- ii. Generally, final reports and official records of city departments must be open on an equal basis to all inquiries.
- iii. Letters, emails, and memoranda from legal counsel should be kept confidential so as not to waive the attorney-client privilege.
- iv. Information considered private, controlled, or protected that is learned in the course of performing Council duties must be treated in confidence if specifically dictated by state law. This information may become public when an application for official action is submitted. In such a case, a Council member should consult with the City Attorney to determine whether such information has become public.
- v. In the case of an administrative decision (as compared to a legislative or executive decision), the applicant should receive copies of all written

reports, data, memoranda, studies, and correspondence—unless such written information is privileged or confidential—that is obtained or used by the City Council in making a decision as to that application. This is required to protect the applicant’s due process rights, provide the applicant with notice, and allow the applicant an opportunity to address or rebut the written information. This does not apply to drafts or writings that are in progress.

d. Decorum.

- i. Council members shall not engage in personal attacks and shall respect the viewpoints of staff, the public, and other Council members.
- ii. Council members shall restrict comments to issues before the body.
- iii. Council members shall avoid engaging in private discourse or other actions that may distract the attention of the Council or the audience from the business at hand or that might interfere with a person’s right to be heard after recognition by the Mayor.
- iv. Council members shall demonstrate courtesy and not disrupt meetings.
- v. Violations of decorum or conduct of Council members shall be addressed by the Mayor, who may declare a Council member out of order.

4. MEETINGS.

a. Definitions.

- i. **“Closed Meeting”** means a meeting that is properly closed in accordance with the Utah Open and Public Meetings Act that is part of a regular meeting, special meeting, or emergency meeting.
- ii. **“Emergency Meeting”** means a meeting of an urgent or emergency nature that meets the requirements of the Utah Open and Public Meetings Act.
- iii. **“Regular Meeting”** means a meeting listed on the City Council’s annual meeting schedule that meets the requirements of the Utah Open and Public Meetings Act.
- iv. **“Special Meeting”** means a meeting to consider matters of a non-emergency or non-urgent nature that is not listed on the City Council’s annual meeting schedule and that meets the requirements of the Utah Open and Public Meetings Act.
- v. **“Quorum”** means three members of the Council, excluding the Mayor.

b. Types of Meetings.

- i. **Regular Meetings.** The Council shall hold regular meetings at least once each month. The Council shall adopt a regular meeting schedule on an annual basis. Regular meetings may include work sessions and/or policy sessions.
- ii. **Special Meetings.** The Mayor or two Council members may order the convening of a special meeting of the Council. Each order shall be entered in the minutes of the Council and provide at least three hours’ notice to each

Council member of the meeting. The City Recorder shall serve notice of the special meeting on each Council member who did not sign the order by delivering the notice personally or by leaving it at the member's residence. The special meeting shall otherwise comply with the noticing requirements of the Utah Open and Public Meetings Act. Any action taken by the Council may not be reconsidered or rescinded at any special meeting unless the number of members of the Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

- iii. **Emergency Meetings.** An emergency meeting to consider matters of an emergency or urgent nature may be held if unforeseen circumstances make it necessary to do so. In such an event, in accordance with the Utah Open and Public Meetings Act, the Council must give the best notice practicable of the time and place of the emergency meeting and the topics to be considered at the emergency meeting. An emergency meeting may not be held unless an attempt has been made to notify all of the Council members and a majority of the Council members, not including the Mayor, approves the meeting.
- iv. **Closed Meetings.** Closed meetings may be held for the purposes and by following the procedures listed in Utah Code §§ 52-4-101—305. In accordance with this section, the closed meeting may be held upon a vote by two-thirds of the Council members present, not including the Mayor, so long as a quorum is present. After conclusion of the closed meeting, no vote is required to resume to a public (open) session. In such a case, the Mayor or Mayor Pro Tem shall announce the end of the closed meeting and the resumption of the public session.

c. Agenda.

- i. A written agenda for each meeting shall be prepared under the direction of the City Manager. In the event any member of the Council desires to add an item or items to any prepared agenda, consent must be obtained from: (a) another Council member; or (b) the Mayor. The Mayor may also add an item to the agenda. Upon receiving the request, the City Manager shall add or delete the requested items to the prepared agenda.
- ii. Any member of the public may place an item on the agenda upon the approval of: (a) the City Manager; (b) two Council members, which may include the Mayor; or (c) the Mayor. The City Manager, Mayor, and Council members shall not unreasonably deny a request.

d. Serious Moment of Reflection.

- i. Each City Council Meeting may begin at the direction of the Mayor with a serious moment of reflection comprised of a prayer, supplication, moment of silence, inspirational thought, inspirational reading, etc. The serious moment of reflection will be led by a member of the City Council only.
- ii. A member of the public may give a serious moment of reflection during the general public comment period, if any public comment period is held. A

member of the public giving a moment of reflection shall adhere to the following rules:

- (a) The serious moment of reflection shall not exceed three minutes;
- (b) The presenter must be in attendance in person and prepared to proceed when or if the public comment period is opened;
- (c) The presenter must abide by the City Council's rules of decorum as set forth in Section 3;
- (d) The serious moment of reflection may consist of a prayer, supplication, inspirational thought, inspirational reading, a moment of silence, or other appropriate activity;
- (e) The serious moment of reflection should not disparage the beliefs of others;
- (f) The serious moment of reflection should not demean, insult, or degrade any person; and
- (g) The serious moment of reflection should not be crude, vulgar, or offensive to the public sense of decency.

d.e. Public Hearings.

- i. Public hearings are generally part of a regular meeting and shall consist of those items the Council is legally required to hold a hearing for or for items the Council wishes to receive public input on.
- ii. The City Manager shall automatically schedule matters that state law or city ordinance requires a public hearing. Upon the request of three or more Council members, or two Council members and the Mayor, the City Manager may schedule a public hearing on any other topic.
- iii. Public hearings will be held after providing proper notice as required by state law or city ordinance.
- iv. When a public hearing is held, a member of city staff having knowledge about the issue will first present information on the issue and answer questions.
- v. The Mayor will then call upon the applicant to make a short presentation about the item on the Council agenda.
- vi. Following comments from the applicant, the Mayor will declare the public hearing as opened or convened. No motion is needed to open or convene the public hearing.
- vii. At that point, all parties interested in addressing the issue are invited to speak before any discussion is held by the Council or before any motion is made. The Mayor may provide a time limit for those addressing the Council during a public hearing and may limit redundant, irrelevant, or inappropriate comments from the public. The applicant should not speak during the public hearing. Each individual who speaks during the public hearing shall state his or her name before proceeding.
- viii. Upon conclusion of the public comment, the Mayor will announce the closure of the public hearing. No motion is needed to close the public

hearing. ix. The Council may vote to continue a public hearing to a future specified date, time, and location if there is insufficient time to take all public comment.

- x. After the public hearing is closed, the Council may proceed with discussion on the matter at hand. As part of the discussion, the Council shall offer the applicant an opportunity to address comments made by the public and to answer questions asked by the Council.
- xi. When discussion by the Council is finished, a motion may occur in accordance with subsection 4.h.

e.f. Quorum. Three members of the Council (not including the Mayor, and including the Mayor Pro Tem if the Mayor is not present) shall constitute a quorum thereof for the transaction of all business except where otherwise required.

f.g. Content.

- i. Discussions in the meetings are to be limited to agenda items and issues reasonably related thereto.
- ii. Comments or presentation by the public that are redundant, irrelevant, or inappropriate may be limited by the Mayor.
- iii. In order to ensure that the meetings proceed timely and orderly, the Mayor may impose a time limit on those desiring to address the Council.
- iv. At the discretion of the Mayor, groups desiring to address the Council may be asked to select a spokesperson. A group shall be defined as an assembly of three or more people in attendance with similar viewpoints on a given issue. The names of each member of the group shall be provided to the City Recorder as well as the name of the spokesperson of the group. This information must be provided prior to the spokesperson being allowed to address the Council.
- v. Any person who exceeds a time limit, shows disrespect to any person attending or participating in the meeting, is disruptive, violates any law, or discusses irrelevant, redundant, or inappropriate issues may be removed at the direction of the Mayor.

g.h. Motions.

- i. **Making Motions.** Any Council member, except for the Mayor, may make or second a motion. Motions should state findings for denial or approval within the motion. Council members may adopt by reference any findings contained in staff reports if the Council members have reviewed and agree with those findings and so state on the record. All motions shall be repeated if directed by the Mayor.
- ii. **Second Required.** Each motion of the Council must be seconded by a member of the Council. The Mayor is not allowed to second a motion. A motion that is not seconded is considered failed.
- iii. **Withdrawing a Motion.** After a motion is made and seconded, it shall be deemed in the possession of the Council, but it may be withdrawn at any time

before decision or amendment by the consent of the author and Council member who seconded the motion.

- iv. **Motion to Table.** A motion to table an agenda item for further study should be accompanied by specific reasons for continuing the matter and, whenever feasible, a specific date to rehear the matter. The item should be placed on the next available Council agenda if feasible.
- v. **Amending Motions.** When a motion is pending before the Council, any Council member may suggest an amendment without a second at any time prior to the Mayor calling for a vote on the motion. The amendment must be accepted by the author and the member that seconded the motion in order to amend the stated motion.
- vi. **Substitute Motions.** A substitute motion, which shall replace the original motion, may be made prior to a vote on the original motion. The substitute motion must be accepted by the author and the member that seconded the motion in order to substitute the stated motion. If not accepted, the member making the substitute motion shall wait until after a vote on the original motion to make a new motion.
- vii. **Reconsidering a Motion.** To recall a previous motion for further evaluation or action, a motion for reconsideration may be made by a Council member who voted with the majority. The motion to reconsider must pass with a minimum of three votes. If it is determined that the motion should stand as previously approved, no formal vote is necessary. If the former motion is to be amended or made void, the motion shall be put to a formal vote of the Council. Motions to reconsider a previous motion should normally take place during the same meeting the motion was made.
- viii. **Recesses.** No motion is necessary to break for a short recess. In such a case, the Mayor shall announce that the Council is taking a break and announce the time the Council will reconvene. In addition, one or more Council members may take a short recess so long as a quorum remains in attendance.
- ix. **Adjourn.** No motion is necessary to adjourn a meeting. In such a case, the Mayor shall announce the adjournment of the meeting.

h.i. Voting.

- i. **Number of Votes Required.** Unless otherwise provided by state law, City ordinances, or herein, the minimum number of votes required to make a determination on any item presented to the Council or to transact any business before the Council shall be three votes so long as a quorum is present.
- ii. **Changing a Vote.** No member shall be permitted to change his or her vote after the decision is announced by the Mayor, unless a motion for reconsideration or a substitute motion is made and approved as provided herein.
- iii. **Tie Votes.** Tie votes shall be broken by the Mayor casting a vote.
- iv. **Conflict of Interest, Disqualification.** If required to be disqualified from voting by the Municipal Officers' and Employees' Ethics Act because of a

conflict of interest or other reason, a disqualified Council member shall leave the room and not participate in the discussion or vote of that particular item.

v. **Roll Call Required.** A roll call vote shall be required for the following types of actions:

1. ordinances;
2. resolutions;
3. actions that would create a liability for the City;
4. action on an item when a Council member specifically requests a roll call; and
5. action on an item for which a Council member is participating electronically.

5. MISCELLANEOUS.

a. **Additional Guidelines.** In addition to these policies and procedures, the Council may invoke additional guidelines as necessary to address issues as they arise so long as they are consistent with the nature and intent herein.

b. **Amendments.** These rules may be amended at any policy meeting of the City Council by affirmative vote of the majority of the entire Council, not including the Mayor, provided that the amendment has been presented in writing to the Council, City Manager, and City Attorney at least 48 hours preceding the meeting at which the vote is taken. Proposals to amend these rules shall also be properly noticed under the Utah Open and Public Meetings Act.

RESOLUTION NO. R25-35 (06-17-25)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, AMENDING THE SARATOGA SPRINGS CITY COUNCIL BYLAWS, RULES OF ORDER, AND PROCEDURES (“BYLAWS”).

WHEREAS, Utah Code § 10-3-606 requires the legislative body to adopt rules of order and procedure; and

WHEREAS, the City Council previously adopted rules of order and procedure entitled the Saratoga Springs City Council Bylaws, Rules of Order, and Procedures (“Bylaws”).

WHEREAS, the City Council finds that amendments to the bylaws will serve the public interest and contribute to the efficient administration of City services.

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

1. The Saratoga Springs City Council Bylaws, Rules of Order, and Procedures are hereby amended, which amendments are attached hereto as Exhibit A.
2. This Resolution shall take effect immediately upon passage.

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah this 17th day of June, 2025

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Exhibit A