AGENDA – City Council Meeting & Board of Canvassers

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, November 18, 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. Moment of Reflection.
3. Pledge of Allegiance.
4. Public Input – *Time for Public Input is limited to no more than 15 minutes total. This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed as public hearing on the agenda.*

BOARD OF MUNICIPAL CANVASSERS

The City Council will temporarily recess in order to convene the Board of Canvassers, The Council Meeting will reconvene immediately following.

1. 2025 Municipal General Election Canvass; Resolution R25-57 (11-18-25).

Reconvene to City Council Policy Meeting

REPORTS

1. Mayor.
2. City Council.
3. Administration.
4. Department Reports: Police, Fire/EMS, Finance.

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. Proclamation for Commitment to Volunteerism. Resolution R25-63 (11-18-25).
2. Library Planning and Policy Manual update, including fines and fees. Resolution R25-58 (11-18-25).
3. Updates to the City's Standard and Technical Specifications and Drawings Manual. City initiated. Ordinance 25-66 (11-18-25).
4. Approval of Minutes: October 21, 2025.

PUBLIC HEARINGS

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

1. Budget Amendments for Fiscal Year 2025-2026. Resolution R25-59 (11-18-25).

BUSINESS ITEMS

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

1. Business Item: Site Plan for UTA Park and Ride Pony Express. Located at 795 E. Sand Dollar Way, Carlie Torres as applicant.
2. General Plan Amendment from Rural Residential to Low Density Residential and Rezone From Rural Residential to R1-10 for Hidden Landing Phase 2. Located approximately Summit View Drive and Sage Hill Drive. Julie Smith as applicant. Ordinance 25-67 (11-18-25).
3. Easement and Right of Way Acquisition Agreement with GH Enterprises LLC, and POKY LLC. Resolution R25-62 (11-18-25).
4. Rezone from Agricultural (A) to Mixed Waterfront (MW) for Harbor Springs, located at 1331 East Pony Express Parkway. Jen Hall as applicant. Ordinance 25-68 (11-18-25).
5. Rider's Station Development Agreement, located at 1193 W. Fairfield Road. Adam Hurd as applicant. Ordinance 25-69 (11-18-25).
6. Updates to the Public Infrastructure Districts Policy. Resolution 25-65 (11-18-25).
7. Traffic Calming Policy Update. Resolution 25-61 (11-18-25).
8. Updates to the City Consolidated Fee Schedule for Various Rates. Resolution R25-60 (11-18-25).
9. Fox Hollow Infrastructure Financing District Reimbursement Agreement. Resolution 25-64 (11-18-25).

WORK SESSION

The Council will discuss (without public comment) with no action taken on the following items:

1. City Entry Monument Concept Plan with blu/JLR.

For the following Work Session item, the City of Saratoga Springs Planning Commission have been invited to join the meeting for information and discussion.

2. Proposed Community Plan and Master Development Agreement for the Three Canyons development with LHM.

CLOSED MEETING

Possible motion to enter into closed meeting 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.



CITY OF SARATOGA SPRINGS

Police Department
November 2025

SSPD Training and Special Events

*** *Recent Police Department Training***

AUG:	SWAT Team Training: Live Fire Operations, Clearing Operations, Distraction Devices
SEP:	Department Training: Live Fire Pistol and Rifle Qualifications/Drills, De-Escalation
OCT:	City Training
OCT:	SWAT Team Training: Missions, Tools, Organization, Medical, Search, Scouting/Recon
NOV:	Department Training: Professionalism, Officer & Vehicle Safety, Taser, Baton, Autism, Crisis Events

*** *Recent Special Events/Community Activities***

National Night Out Against Crime
Officer Recruitment, Hiring and Training
Run For Heroes 5K
Support to WHS Events
Bluffdale Town Days
National Guard Civic Event at Camp Williams
Fall Festival
Citizen's Academy
Veteran's Day Program

SSPD November 2025 Update

Citizen and Community Interaction

The department hosted or participated in several community events including the Citizen's Academy, National Night Out, Camp Williams Civic Event, Fall Festival, Westlake HS 9-11 Lacrosse Run, Westlake HS Marching Band Welcome Home, Run For Heroes 5K Run and support to the city Veteran's Day program.

Major Case Update

The department continues to investigate a very complex double homicide. The latest investigative techniques have been applied. Numerous search warrants have been written and executed. Several additional interviews have been conducted. Numerous items have been sent to specialized labs for analysis and some results on those items are still pending. We have been working this case closely with the Utah County Attorney's Office. The FBI is also assisting us on certain aspects of this case.

Employee Recruitment/Personnel

The department hired and trained new officers and a new Victim Advocate (replacement).

Training

Department training includes subjects that prepare officers to deal with the highly challenging situations they face on the job on a daily basis. This included not just the procedural methodologies, but how to deal with these challenging situations from a mental wellness standpoint. The training has a focus on officer and citizen safety, less lethal methods, and approaches to minimize hazards.

SSPD – Workload

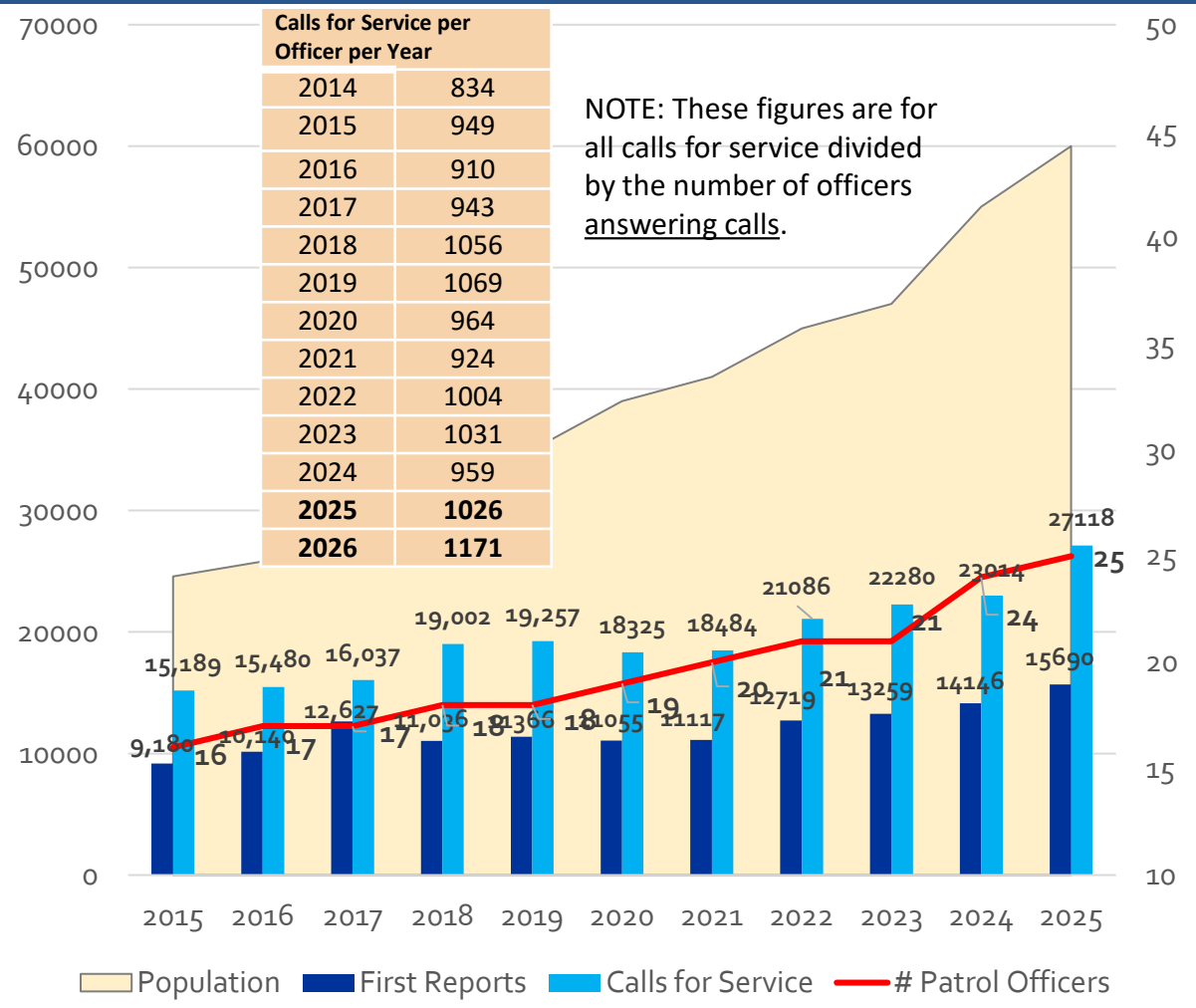
CALLS FOR SERVICE			Original Projection
2014	13358	*(14% Increase)*	
2015	15189	*(14% Increase)*	
2016	15480	*(2% Increase)*	
2017	16037	*(4% Increase)*	
2018	19002	*(19% Increase)*	*18352*
2019	19257	*(3% Increase)*	*19572*
2020*	18325	*(6% Decrease)*	*21529*
2021	18484	*(1% Increase)*	*21138*
2022	21086	*(14% Increase)*	*20147*
2023	21650	*(3% Increase)*	*22984*
2024	23014	*(7% Increase)*	*23382*
2025	27118	*(16% Projected)*	*24625*
2026	**29287**	***(8% Projected)***	***29287***

INCIDENTS w/FIRST REPORTS		
2014	7050	*(13% Increase)*
2015	9180	*(30% Increase)*
2016	10140	*(10% Increase)*
2017	12627	*(26% Increase)*
2018	11036	*(12% Decrease)*
2019	11366	*(3% Increase)*
2020	11055	*(2% Decrease)*
2021	11117	*(1% Increase)*
2022	12719	*(15% Increase)*
2023	13023	*(3% Increase)*
2024	14146	*(9% Increase)*
2025	15690	*(11% Projected)*

12 year average: 8% increase in calls per year. * COVID also provided an "anomaly year".

Calls for Service per Officer per Year	
2014	834
2015	949
2016	910
2017	943
2018	1056
2019	1069
2020	964
2021	924
2022	1004
2023	1031
2024	959
2025	**1026**
2026	**1171**

NOTE: These figures are for all calls for service divided by the number of officers answering calls.



SSPD Areas of Focus and “Truths”

***Police Department Areas of Focus*:**

* Providing Professional and Fair Law Enforcement Services
* Officer Safety
* Officer Training, Wellness/PTSD, Retention
* Mental Health, Suicide and Opioid Epidemic Response
* School Safety
* Real Time Data Information/Mapping Technology
* Forensics/Evidence Technology (FARO, Digital, DNA, Drones)
* Special Operations (SWAT, Active Shooter, Terrorism Awareness)
* Use of Force Management and Review
* Media/Social Media Use and Response
* Community Interface

Police Department “Truths”

* People Are More Important Than Hardware/Systems
* Quality is Generally More Important Than Quantity
* Police Officers Are Not Easily or Quickly Recruited or Trained
* Police Capability Cannot Be Produced Upon/During an Emergency
* Police Require Competent Support Staff



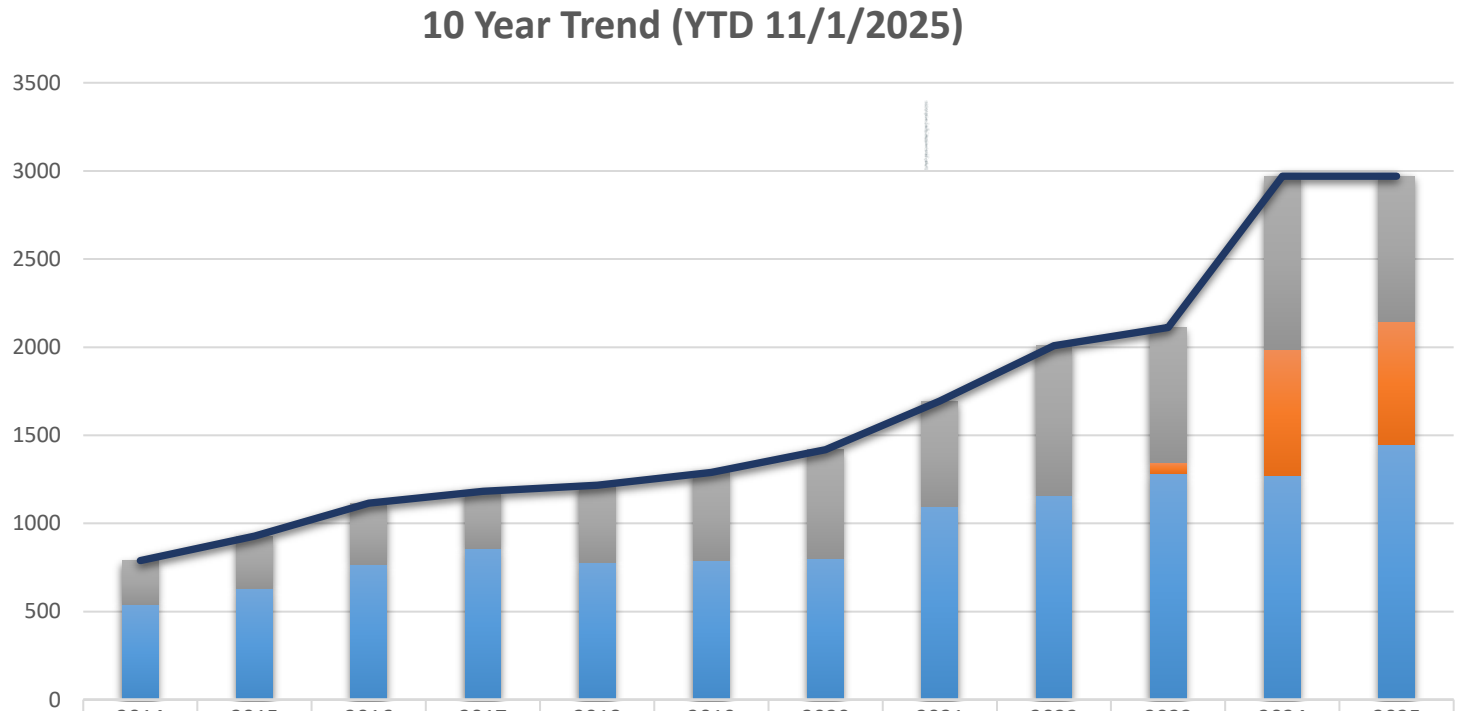
CITY OF SARATOGA SPRINGS

Fire & Rescue
November 2025

2025 YTD Run Trends

Notes

- Forecasting 3,400 incidents for 2025. 15% increase from previous year.
- 2.3 IFT’s per day YTD average for 2025



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRE	247	298	348	322	440	500	616	599	851	764	984	826
IFT's										65	713	695
EMS	542	629	767	860	776	790	803	1095	1157	1283	1273	1449
TOTAL	789	927	1115	1182	1216	1290	1419	1694	2008	2112	2970	2970

Highlights

- Chief Campbell Retirement (39 years of service)
- October Fire Prevention Week open house (approx. 150 people attended)
- September 1st annual Pancake Breakfast (approx. 700 people attended)
- North station sprinkler and bathroom project nearing completion.
- Eagle Mountain City recognized our C shift crew for their heroic save at an apartment building fire.
- Joint Intermountain MCI drill



Questions?

CITY COUNCIL
STAFF REPORT

Author: Chelese Rawlings, Finance Manager
Subject: First Quarter FY 2026 Budget Financial Statements
Date: Nov 18, 2025
Type of Item: Informational

Topic
Attached are the first quarter budget financial statements for the fiscal year 2025-26.

Background
The Council adopted the budget on May 6, 2025. The attached reports show the actuals in comparison to the budget up to Sept 30, 2025.

Analysis/Overview of the General Fund
Revenues in comparison to last year first quarter:

- Property Tax revenue collected is less by $81,904.
- Sales tax revenue collection is more by over $14,370.
- Franchise and energy taxes are more by $106,511.
- Licenses and Permits are less by $118,226.
- Collected $50,716 more in charges for services.
- Collected approximately $146,898 more in other revenue
- Overall, revenue is more by $903,328.

Expenditures in comparison to last year first quarter:

- Total General Fund expenditures increased by $1,634,183 in comparison to the prior year. The following table breaks out the disparity

Expenditures by Major Object	
Personnel	1,374,543
Materials, Supplies, and Services	201,437
Capital Outlay and Transfers	58,203

Summary

The City of Saratoga Springs has two investment accounts: The Public Treasurers' Investment Fund (PTIF) which holds 90.9% of our investments and Moreton Investment Group which holds 9.1%. As of Sept 30, 2025 investments in the PTIF had a current yield of 4.38%, Moreton had a current yield of 3.93%.

The City of Saratoga Springs is under the 25 percent threshold of expenditures to date. The threshold is determined to be 25 percent because the first quarter reflects one quarter of our budget. In the General Fund, we are currently at 17.5 percent of budgeted expenses.

The revenues are under the 25 percent threshold, we are currently at 11.8 percent of budgeted revenues.

Due to the way our current general ledger structure is set up, the beginning fund balance is added as budgeted revenue to be included with the revenues currently received. These monies were collected in previous years and are being used in the current year to balance the budget for projects in which will now be using the funds. The current percentage of collected revenues not including fund balance for each fund is below:

Fund	Percentage of Total Revenue Collected w/out Fund Balance
General Fund	11.8%
Zone 2 Water Improvement SID	15.3%
Storm Drain-Capital Proj Fund	29.5%
Parks - Capital Projects Fund	20.6%
Roads - Capital Projects Fund	23.4%
Public Safe-Capital Proj Fund	21.2%
Capital Projects Fund	9.4%
Debt Service Fund	6.3%
Street Lighting Fund	26.9%
Water Fund	38.4%
Sewer Fund	33.3%
Wastewater Capital Proj Fund	20.0%
Storm Drain Enterprise Fund	28.5%
Garbage Utility Fund	24.5%
Cul Water Capital Proj Fund	15.0%
Secondary Water Capital Proj Fund	(8.9)%
Water Rights Fund	36.9%

City of Saratoga Springs KRI Analysis

2025-2026 (*Q1*)					
Revenue Type	$ Variance Prior Year (YTD)	% Variance Prior Year (YTD)	$ Variance Multi-Year* (YTD)	% Variance Multi-Year* (YTD)	Comments
TAX REVENUE	$ 107,782.42	5.8%	$ 376,350.64	37.7%	Sales Tax and Property tax increased, also up when compared to multi year
Property Tax/Fee in Lieu	$ (81,904.17)	-37.4%	$ (6,408.93)	-19.8%	Decreased Property Tax Collected when compared to last year and multi-year. A majority of our property tax is collected in the 2nd qtr of the FY.
Sales Tax	$ 14,369.85	1.3%	$ 294,253.91	37.5%	Increased sales tax collection, up when compared to previous and multi year
Franchise & Energy Tax	$ 106,510.85	19.4%	$ 209,234.41	47.0%	More energy tax collection compared to last fiscal year, up when compared to multi year.
LICENSES AND PERMITS	$ (118,226.44)	-16.6%	$ (128,283.69)	-17.6%	Building permits decreased in comparison to last fiscal year and mulit-year for the first quarter.
INTERGOVERNMENTAL	$ 39,956.01	9.7%	$ (276,492.50)	-38.0%	Grant Revenue for the General Fund was up in comparison to prior year and down compared to multi year mainly due to receiving stimulus monies in FY2020 and FY2021.
CHARGES FOR SERVICE	$ 50,716.09	3.5%	$ 124,148.32	9.0%	Increase in developmental fees collected mostly in plan checking fees and engineer's inspection fees.
Planning Fees	$ (28,012.19)	-5.2%	$ (50,118.64)	-8.9%	Planning fees are down compared to last fiscal year and in multi year comparison mainly in plan checking fees.
Engineering Fees	$ (33,133.39)	-11.4%	$ (128,721.18)	-33.3%	Less Engineer fees collected in comparison to 1st qtr last fiscal year as well us an decrease in multi-year, mostly in protective inspection fees
Building Fees	$ 65.01	0.9%	$ (4,983.95)	-40.8%	The increase is due to more slightly more building activity than last year at this time, down when compared to multi year.
Other Charges	$ 112,104.66	18.7%	$ 336,189.44	89.3%	Other Charges are up from prior year due to receiving an increase in the Bluffdale Contract, as well as for multi-year.
OTHER REVENUE	$ 146,898.39	14.6%	$ 1,634,010.50	61.1%	Other Revenue increase is due to the Bluffdale Contract as well as Citations.

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
TAX REVENUE	1,979,630	25,815,654	23,836,024	7.7
LICENSES AND PERMITS	595,336	2,379,864	1,784,528	25.0
INTERGOVERNMENTAL REVENUE	450,287	2,602,456	2,152,169	17.3
CHARGES FOR SERVICES	1,505,181	5,780,089	4,274,908	26.0
OTHER REVENUE	1,150,405	5,792,983	4,642,578	19.9
ADMINISTRATIVE CHARGES	1,314,306	5,257,217	3,942,911	25.0
CONTRIBUTIONS & TRANSFERS	0	11,800,957	11,800,957	.0
	6,995,144	59,429,220	52,434,076	11.8
EXPENDITURES				
LEGISLATIVE DEPARTMENT	76,621	261,112	184,491	29.3
ADMINISTRATIVE DEPARTMENT	396,725	1,784,558	1,387,833	22.2
UTILITY BILLING DEPARTMENT	116,690	527,556	410,866	22.1
TREASURER DEPARTMENT	178,757	791,321	612,564	22.6
RECORDER DEPARTMENT	64,679	384,820	320,141	16.8
ATTORNEY DEPARTMENT	198,094	882,049	683,955	22.5
JUSTICE COURT DEPARTMENT	104,448	487,900	383,452	21.4
HUMAN RESOURCES DEPARTMENT	152,131	759,291	607,160	20.0
FACILITIES MAINTENANCE DEPT	121,479	689,795	568,316	17.6
NON-DEPARTMENTAL	539,292	1,121,230	581,938	48.1
GENERAL GOV'T BLDGS & GROUNDS	49,786	330,764	280,978	15.1
ELECTIONS DEPARTMENT	14	160,000	159,986	.0
PLANNING AND ZONING DEPARTMENT	316,200	1,408,091	1,091,891	22.5
COMMUNITY DEVELOPMENT	106,293	532,068	425,775	20.0
POLICE DEPARTMENT	1,814,610	7,852,132	6,037,522	23.1
POLICE DEPARTMENT - BLUFFDALE	697,002	3,276,135	2,579,133	21.3
FIRE DEPARTMENT	1,425,112	6,395,127	4,970,015	22.3
BUILDING INSPECTION	353,971	1,846,611	1,492,640	19.2
GRANT EXPENDITURES	2,224	71,250	69,026	3.1
STREETS DEPARTMENT	365,370	1,936,230	1,570,860	18.9
PUBLIC WORKS DEPARTMENT	251,381	866,633	615,252	29.0
ENGINEERING DEPARTMENT	224,928	966,298	741,370	23.3
INFORMATION TECHNOLOGY SERVICE	275,742	1,086,338	810,595	25.4
PUBLIC IMPROVEMENTS	167,805	790,408	622,603	21.2
PARKS & OPEN SPACES DEPT	874,821	3,633,999	2,759,179	24.1
RECREATION DEPARTMENT	322,834	1,498,400	1,175,566	21.6
PUBLIC REL & COMM OUTREACH	91,328	704,728	613,400	13.0
LIBRARY SERVICES	354,034	1,589,295	1,235,261	22.3
OTHER USES	0	10,000,000	10,000,000	.0
TRANSFERS	764,500	6,795,080	6,030,580	11.3
	10,406,872	59,429,220	49,022,347	17.5
	(3,411,728)	0	3,411,728	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

ZONE 2 WATER IMPROVEMENT SID

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
WATER SID REVENUE	48,502	140,000	91,498	34.6
INTEREST REVENUE	2,340	193,000	190,661	1.2
	50,842	333,000	282,158	15.3
EXPENDITURES				
WATER SID EXPENSES	7,329	333,000	325,671	2.2
	7,329	333,000	325,671	2.2
	43,512	0	(43,512)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

FLEET FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
TRANSFERS IN	0	715,356	715,356	.0
	0	715,356	715,356	.0
EXPENDITURES				
FLEET DEPARTMENT EXPENSES	195,277	715,356	520,079	27.3
	195,277	715,356	520,079	27.3
	(195,277)	0	195,277	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAIN-CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
CONTRIBUTIONS & OTHER SOURCES	0	2,242,889	2,242,889	.0
IMPACT FEES REVENUE	73,805	250,000	176,195	29.5
	73,805	2,492,889	2,419,084	3.0
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	29,086	2,492,889	2,463,803	1.2
	29,086	2,492,889	2,463,803	1.2
	44,719	0	(44,719)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PARKS - CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
CONTRIBUTIONS & OTHER SOURCES	0	1,081,931	1,081,931	.0
IMPACT FEES REVENUE	504,623	2,450,529	1,945,906	20.6
	504,623	3,532,460	3,027,837	14.3
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	662,490	3,282,460	2,619,970	20.2
TRANSFERS AND OTHER USES	0	250,000	250,000	.0
	662,490	3,532,460	2,869,970	18.8
	(157,867)	0	157,867	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

ROADS - CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
IMPACT FEES REVENUE	4,261,784	18,246,061	13,984,277	23.4
	4,261,784	18,246,061	13,984,277	23.4
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	1,156,017	18,246,061	17,090,044	6.3
	1,156,017	18,246,061	17,090,044	6.3
	3,105,767	0	(3,105,767)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

PUBLIC SAFE-CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
IMPACT FEES REVENUE	244,017	1,153,484	909,467	21.2
	244,017	1,153,484	909,467	21.2
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	1,704,153	1,108,832	(595,321)	153.7
TRANSFERS AND OTHER USES	0	44,652	44,652	.0
	1,704,153	1,153,484	(550,669)	147.7
	(1,460,136)	0	1,460,136	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
TRANSFERS AND OTHER SOURCES	2,395,000	12,980,000	10,585,000	18.5
CONTRIBUTIONS & OTHER REVENUE	453,713	17,296,400	16,842,687	2.6
	2,848,713	30,276,400	27,427,687	9.4
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	972,479	30,276,400	29,303,921	3.2
	972,479	30,276,400	29,303,921	3.2
	1,876,234	0	(1,876,234)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

DEBT SERVICE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
ADMIN FEES	53,750	215,000	161,250	25.0
CONTRIBUTIONS AND TRANSFERS	19,500	78,000	58,500	25.0
	73,250	293,000	219,750	25.0
EXPENDITURES				
DEBT SERVICE	0	293,000	293,000	.0
	0	293,000	293,000	.0
	73,250	0	(73,250)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

FUND 44

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
SOURCE 37	203,113	0	(203,113)	.0
TRANSFERS FROM OTHER FUNDS	0	3,210,000	3,210,000	.0
	203,113	3,210,000	3,006,887	6.3
EXPENDITURES				
GENERAL GOVERNMENT BUILDINGS	7,049,946	16,892,231	9,842,285	41.7
	7,049,946	16,892,231	9,842,285	41.7
	(6,846,832)	(13,682,231)	(6,835,399)	(50.0)

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STREET LIGHTING FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
STREET LIGHTING	188,474	701,399	512,925	26.9
FUND BALANCE	21,793	84,350	62,557	25.8
	210,268	785,749	575,481	26.8
EXPENDITURES				
STREET LIGHTING	60,893	690,749	629,856	8.8
TRANSFERS	0	5,000	5,000	.0
DEPARTMENT 5500	0	90,000	90,000	.0
	60,893	785,749	724,856	7.8
	149,375	0	(149,375)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
SOURCE 33	0	1,394,465	1,394,465	.0
UTILITY OPERATING REVENUE	4,143,714	10,798,933	6,655,219	38.4
WATER	0	2,220,354	2,220,354	.0
	4,143,714	14,413,752	10,270,038	28.8
EXPENDITURES				
TRANSFERS	0	83,138	83,138	.0
WATER OPERATIONS	1,037,279	5,462,384	4,425,105	19.0
SECONDARY WATER OPERATIONS	1,184,937	5,120,509	3,935,572	23.1
DEPRECIATION	0	2,800,000	2,800,000	.0
FUND BALANCE TO APPROP	0	947,721	947,721	.0
	2,222,216	14,413,752	12,191,536	15.4
	1,921,498	0	(1,921,498)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SEWER FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
OPERATING & NON-OPERATING REV	2,991,875	8,997,662	6,005,787	33.3
FUND BALANCE	0	358,431	358,431	.0
	2,991,875	9,356,093	6,364,218	32.0
EXPENDITURES				
TRANSFERS	0	71,510	71,510	.0
SEWER OPERATIONS	1,696,487	8,084,583	6,388,096	21.0
DEPRECIATION	0	1,200,000	1,200,000	.0
	1,696,487	9,356,093	7,659,606	18.1
	1,295,388	0	(1,295,388)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
SOURCE 33	7,690	0	(7,690)	.0
IMPACT FEES REVENUE	250,170	1,248,352	998,182	20.0
	257,860	1,248,352	990,492	20.7
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	20,184	848,352	828,168	2.4
DEPRECIATION	0	400,000	400,000	.0
	20,184	1,248,352	1,228,168	1.6
	237,676	0	(237,676)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAIN ENTERPRISE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
OPERATING REVENUE	446,147	1,567,672	1,121,525	28.5
CONTRIBUTIONS & OTHER SOURCES	40,792	1,705,223	1,664,431	2.4
	486,939	3,272,895	2,785,956	14.9
EXPENDITURES				
TRANSFERS	0	28,628	28,628	.0
STORM DRAIN OPERATIONS	441,313	1,996,267	1,554,954	22.1
DEPRECIATION	0	1,200,000	1,200,000	.0
TRANSFERS AND OTHER USES	0	48,000	48,000	.0
	441,313	3,272,895	2,831,582	13.5
	45,625	0	(45,625)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GARBAGE UTILITY FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
OPERATING REVENUE	922,425	3,850,000	2,927,575	24.0
INTEREST REVENUE	29,999	41,274	11,275	72.7
	952,425	3,891,274	2,938,849	24.5
EXPENDITURES				
GARBAGE OPERATIONS	360,255	3,865,148	3,504,893	9.3
TRANSFERS AND OTHER USES	0	26,126	26,126	.0
	360,255	3,891,274	3,531,019	9.3
	592,170	0	(592,170)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CUL WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
CONNECTION FEES REVENUE	621,587	4,152,592	3,531,004	15.0
	621,587	4,152,592	3,531,004	15.0
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	245,763	2,952,592	2,706,828	8.3
DEPRECIATION/AMORTIZATION	0	1,200,000	1,200,000	.0
	245,763	4,152,592	3,906,828	5.9
	375,824	0	(375,824)	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

2NDARY WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
CONNECTION FEES REVENUE	(224,139)	2,509,960	2,734,099	(8.9)
	(224,139)	2,509,960	2,734,099	(8.9)
EXPENDITURES				
CAPITAL PROJECT EXPENDITURES	3,344	1,309,960	1,306,616	.3
DEPRECIATION	0	1,200,000	1,200,000	.0
	3,344	2,509,960	2,506,616	.1
	(227,483)	0	227,483	.0

CITY OF SARATOGA SPRINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER RIGHTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE				
WATER RIGHTS	866,507	2,346,795	1,480,288	36.9
INTEREST REVENUE	155,819	3,205,717	3,049,898	4.9
	1,022,326	5,552,512	4,530,186	18.4
EXPENDITURES				
WATER RIGHTS EXPENSES	15,447	5,552,512	5,537,065	.3
	15,447	5,552,512	5,537,065	.3
	1,006,879	0	(1,006,879)	.0

1st Quarter FY2026 Budget Analysis - General Fund

General Fund				
Account	YTD Actual	YTD Budget	% Variance	$ Variance
Revenue				
TAX REVENUE	1,979,630	2,065,252	-4.1%	85,622
LICENSES AND PERMITS	595,336	594,966	0.1%	(370)
INTERGOVERNMENTAL REVENUE	450,287	390,368	15.3%	(59,919)
CHARGES FOR SERVICES	1,505,181	1,445,022	4.2%	(60,159)
OTHER REVENUE	1,150,405	868,947	32.4%	(281,458)
ADMINISTRATIVE CHARGES	1,314,306	1,314,304	0.0%	(2)
CONTRIBUTIONS AND TRANSFERS	0	2,950,239	100.0%	2,950,239
TOTAL REVENUE	6,995,145	6,678,861	4.7%	(316,284)
Expenditures				
LEGISLATIVE DEPARTMENT	76,621	65,278	17.4%	(11,343)
ADMINISTRATIVE DEPARTMENT	396,725	446,140	-11.1%	49,415
UTILITY BILLING DEPARTMENT	116,690	131,889	-11.5%	15,199
TREASURER DEPARTMENT	178,757	237,396	-24.7%	58,639
RECORDER DEPARTMENT	64,693	136,205	-52.5%	71,512
ATTORNEY DEPARTMENT	198,094	220,512	-10.2%	22,418
JUSTICE COURT DEPARTMENT	104,448	121,975	-14.4%	17,527
HUMAN RESOURCES DEPARTMENT	152,131	189,823	-19.9%	37,692
FACILITIES MAINTENANCE DEPT	121,479	172,449	-29.6%	50,970
NON-DEPARTMENTAL	539,292	616,677	-12.5%	77,385
GENERAL GOV'T BLDGS & GROUNDS	49,786	82,691	-39.8%	32,905
PLANNING AND ZONING DEPARTMENT	316,200	352,023	-10.2%	35,823
COMMUNITY DEVELOPMENT	106,293	133,017	-20.1%	26,724
POLICE DEPARTMENT	1,814,610	1,963,033	-7.6%	148,423
POLICE DEPARTMENT - BLUFFDALE	697,002	819,034	-14.9%	122,032
FIRE DEPARTMENT	1,425,112	1,598,782	-10.9%	173,670
BUILDING INSPECTION	353,971	461,653	-23.3%	107,682
GRANT EXPENDITURES	2,224	17,813	-87.5%	15,589
STREETS DEPARTMENT	365,370	484,058	-24.5%	118,688
PUBLIC WORKS DEPARTMENT	251,381	259,990	-3.3%	8,609
ENGINEERING DEPARTMENT	224,928	241,575	-6.9%	16,647
INFORMATION TECHNOLOGY SERVICE	275,742	271,585	1.5%	(4,158)
PUBLIC IMPROVEMENTS	167,805	197,602	-15.1%	29,797
PARKS & OPEN SPACES DEPT	874,821	908,500	-3.7%	33,679
RECREATION DEPARTMENT	322,834	374,600	-13.8%	51,766
PUBLIC RELATIONS & COMM OUTREACH	91,328	176,182	-48.2%	84,854
LIBRARY SERVICES	354,034	397,324	-10.9%	43,290
TRANSFERS	764,500	4,198,770	0.0%	3,434,270
TOTAL EXPENSES	10,406,871	15,276,571	-31.9%	4,869,700
NET REVENUE OVER EXPENDITURES	(3,411,726)			3,411,726

Revenue

Expenses

1) Legislative Department- Payment of all association memberships and due paid in first quarter of fiscal year.

1st Quarter FY2026 Budget Analysis - Other Funds

All Other Funds			
Fund	YTD Actual Revenue	YTD Actual Expenses	YTD Net Revenue/(Expense)
ZONE 2 WATER IMPROVEMENT SID	50,842	7,329	43,513
FLEET FUND	0	195,277	(195,277)
STORM DRAIN-CAPITAL PROJ FUND	73,805	29,086	44,719
PARKS - CAPITAL PROJECTS FUND	504,623	662,490	(157,867)
ROADS - CAPITAL PROJECTS FUND	4,261,784	1,156,017	3,105,767
PUBLIC SAFE-CAPITAL PROJ FUND	244,017	1,704,153	(1,460,136)
CAPITAL PROJECTS FUND	2,848,713	972,479	1,876,234
DEBT SERVICE FUND	73,250	0	73,250
LOCAL BUILDING AUTHORITY DEBT FUND	203,113	7,049,946	(6,846,833)
STREET LIGHTING FUND	210,268	60,893	149,375
WATER FUND	4,143,714	2,222,216	1,921,498
SEWER FUND	2,991,875	1,696,487	1,295,388
WASTEWATER CAPITAL PROJ FUND	257,860	20,184	237,676
STORM DRAIN UTILITY FUND	486,939	441,313	45,626
GARBAGE UTILITY FUND	952,425	360,255	592,170
CUL WATER CAPITAL PROJ FUND	621,587	245,763	375,824
2NDARY WATER CAPITAL PROJ FUND	-224,139	3,344	(227,483)
WATER RIGHTS FUND	1,022,326	15,447	1,006,879

1) Fleet Fund - transfer from Gen Fun has not been done yet
2) Parks Capital Projects Fund - Using Fund balance to pay for current projects
3) Public Saftey Impact Fund - Using Fund balance to pay for current projects
4) Local Building Authority Deb Fund - using bond proceeds to pay for current project
5) Secondary Water Capital Proj Fund - using fund balance and operations to pay for current projects

RESOLUTION NO. R25 -63 (11-18-25)

A RESOLUTION OF THE CITY OF SARATOGA SPRINGS COMMITTING TO VOLUNTEERISM IN THE CITY OF SARATOGA SPRINGS, UTAH

WHEREAS, we, the Mayor and City Council of the City of Saratoga Springs, Utah, firmly believe that the values of compassion, empathy, and community support are the foundation of a united, harmonious society and foster connections that transcend differences; and

WHEREAS, the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of Saratoga Springs has joined a growing list of supporters in making a commitment to volunteerism;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Saratoga Springs, Utah, that the City of Saratoga Springs, Utah, commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

DATED this November 18, 2025.

_____
Jim Miller, Mayor

ATTEST:

_____
City Recorder

City Council
Staff Report

Author: Melissa Grygla, Library Director
Subject: Library
Date: November 18, 2025
Type of Item: Resolution and Ordinance

Summary Recommendations: The City Council should adopt by resolution the Library Planning and Policy Manual. The City Council should adopt by ordinance the updated Library Fines and Fee Schedule.

Description: The Planning and Policy document combines several documents into one for the department. It is in the best interest of the department for the documents to be located together. This update is occurring prior to the opening of the Library in the new building to account for increased cost of services to non-residents and for copies.

Topic: The City Council should adopt by resolution the updated Library Planning and Policy Manual. The City Council should adopt by ordinance the updated Library Fines and Fee schedule.

Background: The City Attorney recommended that the Library have their policies adopted by resolution to strengthen their authority in relation to issues regarding behavior, return of items, and destruction of property. This update increases the cost of non-resident accounts and cost for printing and copy services. In addition it was recommend that the Library remove proctoring as a service due to declined use and that revenues generated no longer cover the operational costs of providing the service.

Funding Source: There are no additional funding impacts of adoption of the Library Planning and Policy Manual. The operation of the department itself continues to utilize funding. There will be an increase in revenues earned for printing, which is anticipated to help offset the cost of the copy machine and print management software in the new City Hall and Library Facility.

Analysis:

This document combines all of the departmental policy and planning documents into one. At the beginning of the document it provides a glossary of terms and definitions used throughout. Following that, there is a table of contents.

These include the following:

- Long Range Plan
- Technology Plan
- Library Board By-Laws
- Account and Library Card Policy
- Circulation Policy
- Fines and Fees Policy
- Technology and Internet Use Policy
- Facilities and Display Policy
- Customer Behavior, Service and Expectations Policy
- Collection Development and Maintenance Policy
- Gifts and Donations Policy
- Background Check Policy
- Policy Violations Notification Process
- Customer Statement of Concern Process
- Appeal Process

The following departments were also consulted in the creation of these policies: Finance, ITS, Recorder's Office, Publication Relations and Community Outreach. This update increases the cost of non-resident accounts and printing prior to reopening the Library in the new City Hall. It also recommends the removal of proctoring as a service due to reduced use of the service and revenues not covering the cost of providing proctoring.

To aid in the review of this document a breakdown of the pages and changes made is referenced below:

- On Page 15: Within the community information it renames Alpine School District to local district.
- On Page 21: Within the Technology Plan it removes the statement about the new facility in November 2025. Within that section it updates 2025 to 2026 in all years.
- On Page 41: it increase the cost of non-resident accounts.
- On Pages 50-53:
    - The Non-resident account was increased.
    - Proctoring fees were removed.
    - Printing costs were increased and clarification was added for double-sided copies.
    - The statement "For fines and fees above $50.00, the City Council delegate's authority to the City Manager to exercise discretion to waive fines or fees on a case-by-case basis" was added back to the Policy document to remain consistent with the Fines and Fees schedule.

- On Page 61: To additions were made clarifying the public location and use of security devices in accordance with City policy.
- On Page 62: The phrase “Leaving personal items unattended and/or exceeding a reasonable amount and/or size” was added to the behavior policy due to repeated issues with items being left unattended with a request for Library staff to watch them. This is simply not possible for staff to facilitate.
- On Page 70: The address was updated.

The fines and fees ordinance updates the fines and fees outlined above.
Department Review: City Manager, Assistant City Manager, City Attorney, Assistant City Attorney, Library.

Alternatives:

A. **Approve the Request:** Staff recommends that the City Council approve the attached resolution and ordinance.
B. Partial Approval: The City Council could approve the resolution with changes to specific sections of the document and a new effective date. If a new effective date is recommended the City Council should advise staff of that date. If changes need to be made, the document will need to be taken back to the Library Board to review with them and change the adoption date.
C. Deny the Request: The City Council could deny the request.
D. Continue the Item: The City Council could continue the request until a later date and time.

Recommendation: Staff recommends the approval of the attached Resolution and Ordinance.

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Planning and Policy Manual

Abstract

This document includes the long range plan, technology plan, bylaws of the Saratoga Springs Public Library Advisory Board, and policies which govern Library operations.

Saratoga Springs Public Library
library@saratogasprings-ut.gov
www.saratogasprings-ut.gov/library

Contents

I: Authority 6
II: Definitions 7
III: Introduction 14
Purpose 14
Community History 14
Mission 15
Vision Statement 16
IV: Long Range Plan 17
Financial 17
Customers 17
Operations 19
Learning and Growth 19
V: Technology Plan 21
Radio-Frequency Identification Specific: 21
Equipment 24
Security Equipment 30
Circulating Items 31
Software 34
VI: Bylaws of the Saratoga Springs Public Library Advisory Board 38
Establishment and Name of the Library Board 38
Regular Meetings 38
Emergency Meetings 39
Annual Meeting 39
Quorum 39
Library Board Responsibilities 39
Library Board Membership 39
Officers and Elections 40
Chair 40
Vice-Chair 40
Secretary 40
Special Committees 40
Parliamentary Procedure 40

DRAFT

Amendments 40
VII: Accounts and Library Cards 41
Eligibility Requirements 41
Registration 42
Obtaining 43
Authorized Individual 43
Account Renewal and Expiration 44
Accessing the Account 45
Lost and/or Stolen Cards 45
Releasing Customer Information 45
VIII: Circulation 46
Borrowing Privileges 46
Loan Periods 47
Checkout Limits 47
Maximum limits 47
Special Collections 48
Holds 48
Renewals 48
Delinquent Accounts 48
Authorization to Send to Collections 49
Theft, Damage, and Mutilation of Library Materials 49
Inter-Library Loan 50
IX: Fines and Fees 50
Card Fees 50
Material Fines 50
Proctoring Fees 51
Damaged Items, Lost Items, and Processing Fees 51
Returned in Book Drop 51
Collection Agency Fee 52
Payment Plans 52
Inter-Library Loan Fee 52
Printing 52
Refunds 52

DRAFT

Fine Waivers 52
X: Technology and Internet Use 53
Computer Access 53
Adults. 53
Minors. 54
Guardian Monitoring. 54
Internet Acceptable Use and Customer Agreement 54
Printing 55
Request Exception to Filter 55
XI: Facilities and Displays 56
Facility Use 56
Public Artwork 57
Library Collection Displays 57
Brochures, Information Board, and/or Announcements 58
XII: Customer Behavior, Service, and Expectations 59
Abandoned Individuals 59
During Business Hours 59
Outside Business Hours 59
Behavior Guidelines 59
Minors 62
Events, Programs, or Activities 63
Service to Customers with a Disability 63
Service Guidelines 64
Requests for Accommodation 65
XIII: Collection Development and Maintenance 65
Responsibility for Selection 66
Criteria for Selection 66
Policies Regarding Format and Classification of Materials 68
Local Author Submissions 69
Maintenance of the Collection 70
XIV: Gifts and Donations 70
XV: Background Checks 71
Criminal Background Check Implementation 71

DRAFT

Background Screening Processing and Handling of Information 72
Prospective Employees 73
Prospective Volunteers 73
Disqualifying Offenses 74
Correcting Errors 75
Responding to and Notification of Disqualification Decisions 75
Prospective Employees. 75
Existing Employee. 75
Existing Employee with No Appeal Rights. 76
Volunteers. 76
XVI: Policy Violations Notification Process 76
XVII: Customer Statement of Concern 77
XVIII: Appeal Process 78
Review and Determination of Qualification for Appeal 80
Appeal Hearing 80

DRAFT

I: Authority

Pursuant to the U.C.A. 10-3-717 stating: “the governing body exercising its administrative power by resolution,” and City of Saratoga Springs (hereinafter “City”) Resolution R##-##, the City Council (hereinafter “City Council”), with a quorum present, in a regular and public meeting held on the ~~4th~~ 18th Day of ~~March~~November, 2025 hereby adopts the following effective ~~5th~~ 10th day of ~~March~~December, 2025.

Pursuant to the U.C.A. 9-7-404(2)(b) stating: “The board shall establish policies for its [the Library’s] operation,” and City of Saratoga Springs (hereinafter “City”) Resolution R10-23, the Saratoga Springs Library Advisory Board (hereinafter “Library Board”), with a quorum present, in a regular and public meeting held on the ~~11th~~ 14th of ~~February~~October, 2025 hereby adopts the following effective ~~5th~~ 10th day of ~~March~~December, 2025.

This document supersedes all Library Policies previously established or approved by the Saratoga Springs Public Library Advisory Board.

In the event that there is a conflict between the contents of this document and any regulation, the Personnel Policies and Procedures Manual for the City of Saratoga Springs (hereinafter “Personnel Manual”), or other City policy, those documents will take precedence. In the event that any future legislation renders null and void or materially alters any provision of this document, the legislation will take precedence.

The Library Board, City Council, and Library Director shall review these policies no less than every three (3) years or as circumstances dictate.

The Long-Range Plan and Technology plan are reviewed by the Library board and progress is evaluated annually. Factors outside the Library’s control may be affecting the progress of initiatives and will be considered and goals and initiatives will be modified. Staff performance goals may also be tied to these efforts, especially if they are assigned to manage and assist with specific technologies in the plan. The Library Director should review the plan each fall to verify that the Library is on-track to meet goals set for the year and to take focused efforts to move forward with Library personnel if progress is not yet adequate.

Specific technology brands, vendors, review sites, and/or periodicals are mentioned only as examples and not as primary vendors of the equipment, product, or technology.

Reviewed by Library Board: ~~February 11~~October 14, 2025
Ratified by City Council Date: ~~March 4~~November 18, 2025
Effective Date: ~~March 5~~December 10, 2025

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II: Definitions

Adult- An individual over the age of 18.

Alternate Contact- Phrasing within the Library's Integrated Library System which identifies "Authorized Individuals."

American Library Association- The association represents all types of libraries; its mission is to promote the highest quality library and information services and public access to information. Abbreviated within this document as ALA.

Americans with Disabilities Act- A civil rights law that prohibits discrimination based on disability. Abbreviated within this document as ADA.

Amendments- Change or addition to text.

Appeals Process- Process by which a decision made by the Library may be appealed to the Library Board and an Appeals Committee.

Arts Council- Saratoga Springs Arts Council is run by a group of dedicated volunteers working to bring arts to Saratoga Springs in the form of Visual and Performing Art.

Art Policy- City of Saratoga Springs Art Policy adopted by City Council in 2024.

Authorized Individual- An individual over the age of 18 who customers identify as another individual able to access their Library account utilizing their photo ID and the Library card.

Automated Material Handling- A piece of equipment that allows for the automated return and sorting of items circulated by the Library to more effectively utilize staff time.

Attorney's Office- City of Saratoga Springs Attorney's Office.

Biohazardous- A biological agent or condition that is a hazard to humans or the environment. Typically when seen in the Library, it is in the form of blood, saliva, vomit, and human waste products.

Board Game- Any game played on a board, with pieces and/or cards which is circulated by the Library.

Bylaws- Bylaws of the Saratoga Springs Public Library Advisory Board adopted by resolution and ordinance by the City Council.

Chair- The leader of the Library Board.

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Children's Internet Protection Act- This Act was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. It imposes certain requirements of institutions which receive discounts for internet access or internal connections through E-Rate funding. Abbreviated within this document as CIPA.

Chromebook(s)- Web-centric laptop that runs Google Chrome's operating system.

Circulation Desk- This refers to the main customer service desk within the Library.

City- The City of Saratoga Springs, Utah.

City Code- All ordinances and codes adopted by the City of Saratoga Springs.

City Council- The legislative body for the City of Saratoga Springs, whose members are elected, or in rare instances appointed, to make policy decisions for the City of Saratoga Springs.

Classic Literature- Classic Literature is defined herein as those materials that, although they have dated copyrights, have, or are expected to have, regular demand over time.

Collection Agency- A firm that collects unpaid bills for the City of Saratoga Springs.

Collections- Groups of materials included in the holdings of the Library which are included in the catalog of items available to the public.

Collection Development and Maintenance- A statement of guidelines for Library employees to follow when selecting, acquiring, building, and maintaining Library collections.

Customer Statement of Concern Form- A form used by the Library to collect information from a customer regarding their concerns with respect to events, programs, activities, physical materials or displays provided in, by or in partnership with the Library.

Delinquent Account- A delinquent account is an account with over $10.00 in fines or fees and/or lost, missing, damaged, or overdue item(s).

Digital Collections- Digital collections are items in any electronic format, which may or may not be purchased, which are available for download, circulation, or other customer use.

Disposition- The act of removing, disposing of, or discarding items in the collection or donations given to the Library.

Disqualifying Offenses- An employee or volunteer will be disqualified and prohibited from working or volunteering if the person has been found guilty of the crimes listed in the Background Checks Disqualifying Offenses section.

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Et seq.- This phrase means “and the following” and denotes a list or series of items that continues from the item cited just prior to the “et seq.” abbreviation.

Equipment- A set of tools or other objects that are used to achieve a particular job. The equipment collection in the Library references equipment such as computers, Chromebooks, iPads, and other electronic devices used to perform work or research.

Friends of the Library- Friends of the Library is a non-profit tax-exempt organization established as 501c3 for the purpose of fundraising and supporting the Saratoga Springs Public Library.

Guardian- A guardian is a person who looks after and is legally responsible for someone who is unable to manage their own affairs. For the purpose of obtaining a Library card, a guardian is identified as any of the following: parent; grandparent; step-parent; foster parent; or any individual with proof of legal guardianship of the minor.

Hold- A hold is the process of requesting to be put on a list for an item owned and circulated by the Library.

Human Resources Department- The City of Saratoga Springs Human Resources Department. Abbreviated within this document as HR Department.

Identification- Official papers or documents identifying a specific individual. Abbreviated within this document as ID.

Independently Published- Independent publishing involves the creation of a publishing company or small press to provide services related to those of traditional publishers.

Incident Report- A report used by Library employees to document any issues which may arise.

Information Technology Services Department- A department within the City which provides technology services and support. Abbreviated within this document as ITS.

Internet Acceptable Use and Customer Agreement- Terms and conditions which govern the public use of the internet, networked or Wi-Fi, and technologies held by the Saratoga Springs Public Library.

Integrated Library System- Software used by the Library to manage accounts and access. Abbreviated within this document as ILS.

Inter-Library Loan- A system in which one borrows an item from another library for the use of a customer. Abbreviated within this document as ILL.

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Institute of Museum and Library Services- A federal agency that provides library grants, museum grants, policy development and research. Abbreviated within this document as Institute.

Inventory Wand- A piece of equipment used by the Library to search for lost, missing, or checked out items utilizing the tags included in the items.

Kit(s)-A kit is an item type which is defined as a mixture of various components, which may be plastic, metal, cardboard, paper, or electronic, which are issued as a unit and intended primarily for instructional or leisure purposes.

Launchpad(s)- Tablet devices produced by a company that do not connect to Wi-Fi or the Internet which can be reset between users to remove data.

*Library Board***-** The Saratoga Springs Public Library Advisory Board whose members are appointed by the Mayor with the City Council's approval via resolution at a regular public meeting of the City Council.

Library Display Committee- A committee established by the Library to review employee proposals of collection displays.

Library for the Blind and Disabled- A library division within the Utah State Library housing a collection of materials in a variety of formats for individuals who have a visual impairment or disability, which impacts their ability to read traditional format materials.

Limited Use Account- A specialized type of Library account for an adult applicant (over the age of 18) without a photo identification who applies for an account utilizing another form of identification.

Loan Periods- The period of time that an item is checked out for.

Local Author- A local author is an individual who, for the purpose of this policy resides, in Utah County, Utah.

Mayor- The elected head of the legislative body for City of Saratoga Springs.

Minor- An individual under the age of 18.

North Utah County Library Cooperative- A cooperative of North Utah County Libraries who have agreed to activate accounts in each other's locations to facilitate the use and exchange of materials; however, they do not share programming, digital collections, and other services.

Open and Public Meetings Act – U.C.A. § 52-4 involving open and public meetings held by public bodies. Abbreviated within this document as OPMA.

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Overdue- An item belonging to the Library for which the loan period has lapsed and/or passed, yet it has not been returned to the Library or been declared lost by the customer.

Password- A secret word or phrase which may be used to gain access to an account.

Parliamentary Procedures- Parliamentary procedures are rules that define how particular situations are to be handled, or a particular outcome achieved, in a legislative body. Robert's Rules of Order is an example of a manual of parliamentary procedures.

Personal Identification Number- A secret code which may be used to gain access to an account. Abbreviated within this document as PIN.

Personnel Policies and Procedures Manual for the City of Saratoga Springs- The Personnel Policies and Procedures adopted by the City of Saratoga Springs. Referenced within this document as Personnel Manual.

Policy Violation(s)- Policy violations are a breach in a set of ideas or plans that are a basis for making decisions which can lead to a denial of certain services.

Published- Items which are printed, prepared, and issued for public sale.

Quorum- The minimum number of members of an assembly that must be present at any of its meetings to make the proceedings of that meeting valid.

Recommendation to Purchase Independently Published Title- A form used by the Library to collect information from a customer regarding their recommendation to include or purchase an independently published title.

Recreation- A kit which is a collection of sporting equipment intended primarily for instructional or leisure purposes which may be checked out from the Library.

Request Exemption to Filter Form- A form used by the Library to request that the ITS will consider lifting the filter for a blocked URL for legitimate research purposes where similar information is not available elsewhere.

Renewals- The process of allowing additional time to access either items or accounts.

Saratoga Springs Public Library- The Saratoga Springs Public Library was established in 2011 after authorization to establish a Library Committee was made by City of Saratoga Springs Resolution R10-23. Referenced within this document as Library.

Secretary- The member of the Library Board who conducts their correspondence and keeps records.

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Section 504 of the Rehabilitation Act of 1973- This is a federal law within the United States Code (U.S.C.) that protects qualified individuals from discrimination based on their disability.

Self-Check Out- The process of a customer using a Library provided device or kiosk to check items out onto an active Library card.

Self-Published- A paid book production service where the creator of content pays for the items publication.

Special Committee(s)- A special committee is a committee of Library Board members and employees whom are authorized to research and make recommendations regarding a specific policy, requirement, issue, or need of the Library.

State Certification- Utah State Library is authorized by U.C.A. §9-7-205 (1) (n): "The [USL] Board shall . . . develop standards for public libraries." The State Certification process outlines those requirements. Information can be found online at https://library.utah.gov/certification/.

Science, Technology, Engineering, Art, and Math- This is an educational approach to incorporating science, technology, engineering, arts and math into curriculum. Referenced within this document as STEAM.

Ticket- A ticket is a case or service report submitted to a software vendor regarding an issue. Referenced within this document as ticket or service ticket.

Uniform Resource Locator – A location or address identifying where something can be found on the Internet. Abbreviated within this document as URL.

United States Code- The United States Code is the codification by subject matter of the general and permanent laws of the United States. Abbreviated within this document as U.S.C.. The contents of the code can be found online at https://uscode.house.gov/. Within this document, code is cited with the Title Number U.S.C. § Section number.

Utah Administrative Code- The Utah Administrative Code is the compilation of administrative rules and regulations that govern the operations of state agencies in Utah. The contents of this code can be found online at https://adminrules.utah.gov/public/home. Within this document, the Utah Administrative Code is cited with the Utah Admin. Code, the title reference, the rule number, and the section number.

Utah Code- The Utah Code is the codification by subject matter of the general and permanent laws of the State of Utah. This code is sometimes called Utah Code Annotated or Utah Code and is abbreviated as or abbreviated within this document as U.C.A. The contents of the Utah code can be found online at https://le.utah.gov/documents/code_const.htm. Within this document, Utah Code is cited with the U.C.A. § Title-Chapter-Section number.

Utah Indoor Clean Air Act- U.C.A. § 26-B-7-503 established to protect those in Utah from the dangers of secondhand smoke. Abbreviated within this document as UICAA.

Utah State Library- Utah State Library is the department created by the State of Utah to guide and support libraries ran within the State of Utah. Abbreviated within this document as USL.

Vice-Chair- The individual responsible for running the Library Board meetings in the absence of the Chair.

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III: Introduction

Purpose

The Library promotes access to information by making free accounts available to the residents of the City and providing the option to purchase access to non-residents. The Library therefore establishes the following policies for establishing and maintaining services.

The Library recognizes as its primary clientele the citizens of the City. Library service is extended to the residents of the City and its employees. Additionally, by membership with the Beehive Library Consortium, the Library serves over 150,000+ citizens from surrounding communities with shared digital collections. The constituency is comprised of a wide range of ages, education levels, and occupations, and has diverse viewpoints, interests, and needs.

Community History

The City was formed and developed by a group of land owners desiring to develop lakeside and foothill properties and build upon the spectacular view and resort-style history of the region. Near the mouth of the Jordan River are natural hot springs that inspired early settlers in the area to create a resort known as Beck's Saratoga Springs. It was named after the original Saratoga Springs, New York resort, and Mr. John Beck, the owner. The resort was opened in 1884 and also served as a home for the Beck family for many years. The area had several buildings and amusement park facilities, and was a very popular location for tourists and visitors. Although the original buildings are gone, the resort area is now a part of a private development that contains an outdoor pool, clubhouse, and a beautiful bowery and kitchen facility for groups and parties.

In the early 1990s, landowners began to investigate the possibilities of developing the land around the hot springs and in the foothill locations of Lake Mountain. The Utah County land development ordinances were not sufficiently urban in nature, so several landowners sought incorporation as a town. Subsequently, Saratoga Springs was incorporated in December of 1997. Thousands of acres have since been annexed into the City limits, and the City now has a linear shape running north and south. The City contains over 23 square miles and runs from Pelican Point on the west side of Utah Lake and continues over 11 miles north.

The City is governed by a 6-member council form of Government, one of whom is the Mayor. The City has a number of departments conducting a wide range of business through the City, including planning, legal, parks, recreation, fire, police, public works, finance, engineering, and the library. A centralized business district of Saratoga Springs includes city services, restaurants, fast food, grocery, personal services, dry cleaners, banking services, a medical center, gas stations, and professional offices. The City has experienced high growth throughout its history, and remains one of the fastest growing cities in Utah.

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At the time of adoption of this policy, t~~T~~he ~~Alpine~~ local ~~S~~school ~~District~~ district operates 14 schools in Saratoga Springs: 8 elementary schools serving kindergarten through 6th grades, 2 middle schools serving 7th through 9th grades, and 1 high school serving 10th through 12th grades. There are several small preschools run within the community that help prepare students for entering elementary school and 5 other schools, including private and charter schools.

The Library began as a volunteer effort, as a result of many people's hard work. A children's library opened in March 2011 and the Library added adult and young adult collections in June 2011. Over a two year period almost 200 volunteers donated over 12,000 hours to grow the Saratoga Springs Public Library to include 4,000 users and over 17,000 items in its collection. The Library featured a children's activities room with child-sized furniture, materials targeted to the community's youth, and a variety of programs for customers to attend.

The Library received State Certification in 2013. The Library is unable to join North Utah County Library Cooperative (herein after "NUCLC ") as a full member until it has a collection of over 50,000 or 2.5 items per resident; to be able to house a collection of that size would require a different space than is currently available. By the end of 2020, the Library had grown to include almost 6,500 active card holders, had over 96,452 visitors, and 164,584 checkouts in the year.

By 2021, the City had grown to a population of 44,861 residents, up from 2010's population of 17,781, an overall population growth of 49%. In 2021, the median age is 22.6 years old. The average household size was 4.19 people. Median household income was $80,857, with 1.5% below the poverty level. 96.6% of the population was over age 25 have a high school education, and 49.5% have a bachelor's degree or higher. The mean travel time to work was 28.5 minutes.

From 2021-2025 the library resided in its original location, with some additional office space increasing its size to 3,285 square feet, and had grown to hold a collection of 25,000 items. By January of 2024, the City had grown to a population of 60,894 residents, with that the Library experienced cardholder growth to 10,123 registered accounts, 66,269 Library visitors, and 369,715 total checkouts in the year. On March 18, 2024, the City broke ground for the construction of a new City Hall and Library facility. It is anticipated that this new facility will be complete and open to the public at the beginning of 2026.~~by the end of 2025~~.

Mission

The mission of the Library is to improve the quality of life for all citizens of our community by providing resources and services that enhance and contribute to individual knowledge, enlightenment, and enjoyment while creating a sense of community which fosters a love of learning and reading.

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Vision Statement

The Library generally subscribes to the "Library Bill of Rights[1]" reaffirmed on January 23, 1996 included below, the "Freedom to Read Statement,[2]" and the "Freedom to View Statement[3]". These documents affirm free and equal access to ideas and information and are of vital importance to the experience of every citizen in the community.

Library Bill of Rights

> "The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.
>
> I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
> II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
> III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
> IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
> V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
> VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."

The Library is committed to free and open access of its collections and to connecting people with the world of ideas, information, and materials they wish to explore in a friendly, nonjudgmental manner. The Library allows the individual to form their own opinion on issues, values, and materials accessed without regard to the user's age or perceived maturity. The Library provides materials to support each individual's journey and does not place a value on one customer's needs or preferences over another's. The Library upholds the right of the individual to access information, even though the content may be controversial, unorthodox, or unacceptable to other individuals. The Library does not use labels on any material in such a way as to show approval or disapproval of the content for a particular audience. Decisions about what materials are suitable for particular children should be made by the people who know them best, their parents or guardians.

[1] https://www.ala.org/advocacy/intfreedom/librarybill
[2] http://www.ala.org/advocacy/intfreedom/statmentspols/freedomreadstatment
[3] https://www.ala.org/advocacy/intfreedom/freedomviewstatment

IV: Long Range Plan

The values of the Library are as follows:

1. We will develop programming, enhance our collection, and expand our services based on our community's needs and as available funding and resources allow when directed by the City Council.
2. We will provide a comfortable and safe learning environment.
3. We will treat all of our customers equally, enforcing the same policies and guidelines with individual customers.
4. We will support equality, diversity, and inclusion for our residents while remaining politically neutral.
5. We will work with the City Council, Library Board, donors, and other funders to use funding effectively, keeping our community's needs in mind.

The Library's long range objectives can be broken down into the following categories financial, customer, operational, learning, and growth. Within these objectives are specific initiatives, measures, 2028 targets, and projected 5 year targets.

Financial

We are working to build a strong and stable financial position.

1. Maintain the confidence of the community and City Council to continue funding the Library.
    a. Initiative: Library Director or Board Member to attend City Council meetings for scheduled updates and agenda items.
    b. Measure: Number of times the Library Director or Board Member attends City Council meetings.
    c. 2028 Target: The Library Director attends City Council meetings when the Library has an agenda item.
    d. 5 Year Target: An employee will attend City Council meetings when the Library has an agenda item.
2. Focus our funding on programming with a wide audience range including children, young adults, and adults.
    a. Initiative: Develop a list of possible grants and apply.
    b. Measure: Number of grants applied for.
    c. 2028 Target: Apply for at least one (1) grant a year.
    d. 5 Year Target: Apply for five (5) grants to fund programming and/or equipment for programming.

Customers

Provide customers with the opportunity to enjoy their experiences at the Library and return.

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1. Provide programs for customers throughout the year as available funding and resources allow when directed by the City Council.
    a. Initiative 1: Have monthly programs for residents.
    b. Measure 1: Count the number of programs offered annually.
    c. 2028 Target 1: Offer enough programs to serve the community effectively with attendance of approximately 20 participants per program.
    d. 5 Year Target 1: Consider adding programs as needed when attendance is over 20 participants per program and there is available funding to offer the program long term within existing budgeted resources.
    e. Initiative 2: Focus on adding and/or adjusting weekly programs during the summer.
    f. Measure 2: Add one (1) to two (2) additional programming opportunities during the summer and remove 1 (one) to 5 (five) programs for the 0 (zero) to 5 (five) age range during the summer.
    g. 2028 Target 2: Consider community needs and wants as we add one (1) additional program each week for the summer. Reach out to extension offices, local museums, and other potential partners regarding programming opportunities.
    h. 5 Year Target 2: Have one (1) to two (2) additional programming opportunities weekly during the summer funded by grants or customer payment.
2. Maintain the relevance and diversity of the collection as available funding and resources allow when directed by the City Council.
    a. Initiative: Develop a schedule for maintaining the collection within the parameters of the collection development and maintenance criteria herein.
    b. Measure: Continue to complete a review of the collection checked for parameters outlined in the collection development and maintenance criteria to ensure that the items available remain relevant and interesting to customers. Create and include a schedule for the replacement of the literacy, kits, and equipment collections.
    c. 2028 Target: On an annual basis, maintain the collection by checking for condition, currency, and other parameters outlined in the collection development and maintenance criteria herein. Replace items that are worn or damaged within this policy as necessary.
    d. 5 Year Target: On an annual basis, maintain the collection by checking for condition, currency, and other parameters outlined in the collection development and maintenance criteria herein. Replace items that are worn or damaged within this policy as necessary.
3. Maintain and provide an environment where customers feel comfortable, valued, and welcome.
    a. Initiative: Consider the existing facility and how it can be arranged to allow for improved customer access.
    b. Measure: Continue to remain flexible in our facility's space to meet community and resident needs.

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c. 2028 Target: Touch up paint annually and complete monthly facility inspection for the City.
d. 5 Year Target: Consider funding and schedule needed facility maintenance and repairs including restrooms, furniture, and equipment.

Operations

We operate the Library for effective and efficient service to the community.

1. Focus on accuracy of customer transactions.
    a. Initiative: Ensure inventory using the RFID wand to search for missing, lost, and checked out items is completed on a scheduled basis.
    b. Measure: Schedule 2 (two) staff to leverage the use of this technology to scan the whole Library at least twice a month.
    c. 2028 Target: Verify that staff are inventorying the entire Library and located items are checked in.
    d. 5 Year Target: Continue to leverage the inventory wand to complete an annual inventory of the Library collection.
2. Actively manage the Library Newsletter.
    a. Initiative: Library specific newsletter is emailed to all subscribers every other month.
    b. Measure: Identify specific content including, but not limited to, STEAM, Early Literacy, How to, Electronic Resources, etc.
    c. 2028 Target: Publish and email to all subscribers.
    d. 5 Year Target: Continue to use as a publication and education tool for subscribers regarding upcoming events and services.
3. Be responsive to customer needs and community interests in Library services as available funding and resources allow when directed by the City Council.
    a. Initiative: Inquire often about programs and services through informal feedback.
    b. Measure: Short informal survey of questions asked at programs twice a year.
    c. 2028 Target: two (2) informal surveys a year.
    d. 5 Year Target: one (1) formal survey every three (3) years and two (2) informal surveys a year.

Learning and Growth

The employees of the Library are critical to the success of the Library.

1. Train all employees to be knowledgeable about resources available to customers and ongoing educational opportunities available to our customers as available funding and resources allow when directed by the City Council.
    a. Initiative: Library employees to attend subject-appropriate training online and in person.
    b. Measure: Training hours completed.
    c. 2028 Target: Employees will receive annual training in an organized and timely fashion reaching a minimum of 100 training hours annually.

DRAFT

d. 5 Year Target: Employees will receive annually training in an organized and timely fashion reaching a minimum 10 (ten) hours of training for each employee annually.

2. Keep technology updated for employee and customer use as available funding and resources allow when directed by the City Council.
   a. Initiative: Develop a schedule for replacing or evaluating electronic equipment.
   b. Measure: Ensure that tablets, Chromebooks, self-check outs, and other equipment are accounted for and regularly updated or maintained.
   c. 2028 Target: Ensure that service tickets are open with software companies and/or we follow a replacement schedule for the technologies we use.
   d. 5 Year Target: Request and schedule funding or grant funds for replacement of equipment as needed.
3. Open and transparent communication environment between employees, the Library Director, and City Management so that any issue can be discussed and resolved.
   a. Initiative: Human Resources staff will work with employees and the Library Director for issues as needed.
   b. Measure: Report concerns and needed changes to the Library Director, Human Resources, and/or City Administration.
   c. 2028 Target: Report to the City Administration.
   d. 5 Year Target: Report to City Administration monthly.

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V: Technology Plan

The Library provides technology to our customers to increase their productivity and information access in order to enrich their knowledge and growth.

Staff technology training must be documented. All new staff will be trained in technology within 90 days of onboarding.

Library staff will offer 1 (one) on 1 (one) technology assistance to customers whenever possible. If staffing precludes this, staff will provide the ability to schedule 1 (one) on 1 (one) assistance for the customer. In order to accomplish this, staff must be familiar with all existing customer and related staff technology.

Library Services and Technology Act grants administered through the Utah State Library Division have provided important supplemental sources of revenue and additional electronic resources for our customers' technology needs.

~~IMPORTANT: This technology plan incorporates both our current facility and our new facility expected to be complete in November 2025. An updated plan, using only our new facility, will be completed within 6 months of opening the new facility.~~

The Library's technology objectives can be broken down into the following categories: radio-frequency identification (RFID), equipment, software, circulating items, and service. Within these objectives are specific initiatives, measures, 2028 targets, and projected 5-year targets.

Radio-Frequency Identification Specific:

The Library will utilize RFID technologies to aid in circulation and tracking of materials, collection of data, and to assist with facilitating customer service as available funding and resources allow when directed by the City Council.

1. Software suite including options for writing tags, circulation, and gate tracking as available funding and resources allow when directed by the City Council.
    a. Initiative: Continue purchasing and encoding RFID tags annually, purchase at least 60,000 tags in preparation for the new facility to open in 2026~~5~~.
    b. Measure: Continue purchasing and encoding 4,500 RFID tags annually.
    c. 2028 Target: Ensure staff are trained in troubleshooting the RFID tags to determine if there are issues with the technology.
    d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
2. RFID Gates will be utilized at the main library entrance to track the unauthorized removal of items from the Library as available funding and resources allow when directed by the City Council.

a. Initiative 1: Continue purchasing and encoding RFID tags annually, purchase at least 60,000 tags in preparation for the new facility to open in 2026~~5~~.
b. Measure 1: Continue purchasing and encoding 4,500 RFID tags annually.
c. 2028 Target 1: Ensure staff are trained in troubleshooting the RFID tags or double-checking customers' checkout details to determine if there are issues with the technology.
d. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using a monthly inspection report and that staff are trained in troubleshooting the tags.
e. Initiative 2: Check the gate alarms daily and have staff search for items that set off the alarms marking any not found as missing.
f. Measure 2: Daily gate alarm reports and monthly missing and lost item reports.
g. 2028 Target 2: Ensure staff are searching for items that set off the alarm at least two times a week and marking them missing if appropriate.
h. 5 Year Target 2: Ensure staff are searching for items that set off the alarm at least 2 times a week and marking them missing if appropriate.
i. Initiative 3: Utilize the gate reports to count the total number of customers entering the Library.
j. Measure 3: Hourly, daily, monthly, and annual reports will be ran counting the number of customers entering the Library and will be used for reporting purposes.
k. 2028 Target 3: Ensure all equipment is maintained, functional, and serviced appropriately using a monthly inspection report and that staff are trained in troubleshooting the customer count report.
l. 5 Year Target 3: Ensure all equipment is maintained, functional, and serviced appropriately using a monthly inspection report and that staff are trained in troubleshooting the customer count report.

3. Self-circulation stations utilizing RFID technologies will be available in the Library to facilitate customer transactions as available funding and resources allow when directed by the City Council.
    a. Initiative 1: Provide two (2) to five (5) self-circulation stations in the Library for customer use.
    b. Measure 1: Annually track the percentage of use of the self-circulation machines for checkouts vs. the use of staff.
    c. 2028 Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are trained in troubleshooting the tags.
    d. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and consider replacement of equipment or upgrades to incorporate RFID tagged Library cards.
    e. Initiative 2: Investigate the cost and implementation of hold pickup stations outside the Library for customer use.

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f. Measure 2: If hold pickup stations are purchased and put into use, track data of usage and impacts on staff time. If use indicates a need, consider additional locations for placement of stations.
g. 2028 Target 2: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are trained in utilizing the hold pickup stations.
h. 5 Year Target 2: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are trained in utilizing the hold pickup stations.

4. Functional RFID antennas will be provided at all staff work stations.
    a. Initiative: Provide one (1) antenna at each dedicated staff work stations.
    b. Measure: Ensure that all staff who need an antenna at their work station have one provided.
    c. 2028 Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are trained in troubleshooting the tags.
    d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and consider replacement of equipment or upgrades to incorporate RFID tagged Library cards
5. An inventory wand will be utilized to best utilize staff time.
    a. Initiative 1: Train staff members in utilizing an RFID want to inventory the collection for lost, missing, and/or overdue items.
    b. Measure 1: On a monthly basis ensure that staff are checking their assigned areas of the collection for lost, missing, and/or overdue items.
    c. 2028 Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are inventorying their assigned areas of the collection as scheduled.
    d. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are inventorying their assigned areas of the collection as scheduled.
    e. Initiative 2: Utilize the inventory wand for shelf reading in the future Library.
    f. Measure 2: On a monthly basis ensure that staff are using the inventory wand to shelf read in their assigned areas of the collection.
    g. 2028 Target 2: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are using the inventory wand to shelf read in their assigned areas of the collection.
    h. 5 Year Target 2: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are using the inventory wand to shelf read in their assigned areas of the collection.
6. Automated Materials Handling (AMH) solutions will be utilized in the new facility to best facilitate the efficient and accurate performance of library operations as available funding and resources allow when directed by the City Council.

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a. Initiative: When the Library is relocated include an AMH solution for transforming the circulation workflow.
b. Measure: Ensure that the equipment is functional, that items are sorted into the appropriate bins, and workflows are appropriate. Ensure staff are trained in the appropriate use of the equipment and troubleshooting problems.
c. 2028 Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are notifying appropriate individuals when there is an equipment failure or need for a modification of the workflow.
d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are notifying appropriate individuals when there is an equipment failure or need for a modification of the workflow.

Equipment

Equipment is utilized by both customers and staff of the library for the efficiency of operations, to reduce noise levels, and/or provide optimal service. All devices will be filtered by the City's firewalls according to Utah Code and in compliance with CIPA.

1. Public Computers will be provided and connected to the Library's printer software. All public computers will include customer productivity software, including, but not limited to: OpenOffice, Google, and an internet browser.
    a. Initiative: Public computers will be replaced when new technology necessitates replacement as available funding and resources allow when directed by the City Council.
    b. Measure: Public computers will be replaced when new technology necessitates and as available funding and resources allow when directed by the City Council.
    c. 2028 Target: Determine if public computers need to be replaced and a schedule for their replacement and as available funding and resources allow when directed by the City Council.
    d. 5 Year Target: Consider the replacement of existing computers and/or technologies with laptop, Chromebook, or MacBook kiosks to allow the circulation of devices as available funding and resources allow when directed by the City Council.
    e. Catalogue computers which facilitate customers' access to the collection will be available for use in the Library.
    f. Initiative 1: Devices will be provided in the library for customers to search for specific items as available funding and resources allow when directed by the City Council.
    g. Measure 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report prior to the new facility opening.
    h. 2028 Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are reporting any issues with equipment as necessary.

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i. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report and that staff are reporting any issues with equipment as necessary.
j. Initiative 2: Consider the addition of signage in the Library directing customers toward an app or URL to search the catalogue on their own device as available funding and resources allow when directed by the City Council.
k. Measure 2: Track usage of the catalogue devices via reports.
l. 2028 Target 2: Track usage of catalogue devices comparing use of online search methods via reports.
m. 5 Year Target 2: Track usage of catalogue devices comparing use of online search methods via reports.

2. Tablets including iPads and androids are maintained by the Library for internet and programming use as available funding and resources allow when directed by the City Council. Devices will be managed by a third-party software to prevent downloading additional applications or modification of device settings by unauthorized individuals.

b. Initiative 1: Android devices will be replaced as available funding and resources allow when directed by the City Council or when new technology necessitates replacement.
c. Measure 1: Determine internet and programming needs for the future facility. Ensure that the equipment and the cart housing it~~,it~~ are~~is~~ moved into the new facility, and that implementation of technology use in programming is appropriate.
d. 2028 Target 1: Determine if additional equipment is necessary. Ensure all equipment is maintained, functional and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
e. 5 Year Target 1: Determine if additional equipment is necessary. Ensure all equipment is maintained, functional and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
f. Initiative 2: iPads will be replaced as available funding and resources allow when directed by the City Council or when new technology necessitates replacement.
g. Measure 2: Determine internet needs for the future facility. Ensure that the equipment is moved into the new facility and that implementation of technology use in account applications is appropriate.
h. 2028 Target 2: Determine if additional equipment is necessary. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
i. 5 Year Target 2: Determine if additional equipment is necessary. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

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3. The Library will utilize a server to support software used for RFID technologies, Wi-Fi, printer services, and additional needs.
    a. Initiative: Devices will be replaced as available funding and resources allow when directed by the City Council or when new technology necessitates replacement.
    b. Measure: Determine server needs for the new facility scheduled to open in 2026~~5~~.
    c. 2028 Target: Determine if the server needs replaced or upgraded, ensure that the equipment is maintained and functional. If necessary, work with ITS to implement upgrades to software and/or equipment as available funding and resources allow when directed by the City Council.
    d. 5 Year Target: Ensure that the equipment and the software it operates is maintained and functional. If necessary, work with ITS to implement upgrades to software and/or equipment

4. An adequate number of printers will be provided for staff and public use as available funding and resources allow when directed by the City Council.
    a. Customers will be required to purchase their print jobs according to the adopted fines and fee schedule.
    b. Initiative: Printers will be replaced as available funding and resources allow when directed by the City Councilor when new technology necessitates replacement.
    c. Measure: Determine printing needs for the new facility scheduled to open in 2026~~5~~.
    d. 2028 Target: Determine if additional equipment is necessary for workstations. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
    e. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
5. An adequate number of copy machines will be provided for staff and public use.
    a. Customers will be required to purchase their copies according to the adopted fines and fee schedule.
    b. Initiative: Machines will be replaced as available funding and resources allow when directed by the City Council or when new technology necessitates replacement.
    c. Measure: Determine printing needs for the new facility scheduled to open in 2026~~5~~.
    d. 2028 Target: Determine if additional equipment is necessary and/or if preventative maintenance needs scheduled for current equipment. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
    e. 5 Year Target: Determine if additional equipment is necessary and/or if preventative maintenance needs scheduled for current equipment. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
6. Advertising displays will be considered for the new facility and incorporated into the website to run simple text, easily readable ads for Library events, services, etc.
    a. Initiative 1: Train staff in resizing of images from appropriate software into the indoor advertising display in the new facility.
    b. Measure 1: Determine if additional displays or coordination is needed between the Library and City for the other units utilized by the City.

DRAFT

c. 2028 Target 1: Ensure there is a schedule developed for updating content displayed on a monthly basis.
d. 5 Year Target 1: Ensure there is a schedule developed for updating content displayed on a monthly basis. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
e. Initiative 2: Train staff in resizing of images into the appropriate formatting for newsflash features on the website.
f. Measure 2: Determine if additional displays or coordination is needed between the Library and City for information displayed on the website.
g. 2028 Target: Ensure there is a schedule developed for updating content displayed on a monthly basis.
h. 5 Year Target: Ensure there is a schedule developed for updating content displayed on a monthly basis.

6. An adequate number of phones will be provided for staff use with an established departmental phone tree.
   a. Initiative 1: Phones will be replaced in coordination with ITS when new technology necessitates replacement as available funding and resources allow when directed by the City Council. Ensure that the phones have closure recordings scheduled with ITS during planned periods of closure.
   b. Measure 1: Determine phone needs for the new facility scheduled to open in 2026~~5~~. Restructure the phone tree to incorporate additional extensions, positions, and lines as needed.
   c. 2028 Target 1: Determine if additional equipment and/or formatting of the lines is needed. Ensure all equipment is maintained, functional, and serviced appropriately and that any phone maps and recordings are updated as needed.
   d. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately and that any phone maps and recordings are updated as needed.
   e. Initiative 2: Phones trees and mailbox settings will be configured in coordination with ITS prior to the opening of the new facility. Ensure that separate voicemail needs are outlined and identified within the new facility. Identify if headsets, cordless phones, or other equipment are needed. Coordinate access to establish voicemail boxes for identified service points and/or members of staff.
   f. Measure 2: Determine phone needs for the new facility scheduled to open in 2026~~5~~. Restructure the phone tree to incorporate additional extensions, positions, and lines as needed.
   g. 2028 Target 2: Determine if additional equipment and/or formatting of the lines is needed. Ensure all equipment is maintained, functional, and serviced appropriately and that any phone maps and recordings are updated as needed.
   h. 5 Year Target 2: Ensure all equipment is maintained, functional, and serviced appropriately and that any phone maps and recordings are updated as needed.
   i. Initiative 3: A dedicated customer use phone will be considered and/or configured in coordination with ITS prior to the opening of the new facility. Ensure that limits are placed on the use of the phone and that it has a dedicated line established for this purpose.

DRAFT

j. Measure 3: Determine customer phone needs for the new facility after it has opened. Work with ITS to determine if a limited use public phone should be provided.
k. 2028 Target 3: Determine if additional equipment and/or formatting of the line is needed. Ensure all equipment is maintained, functional, and serviced appropriately and that any phone maps and recordings are updated as needed.
l. 5 Year Target 3: Ensure all equipment is maintained, functional, and serviced appropriately and staff and customers are aware of the governance of the phone.
m. Initiative 4: Determine and identify the potential use for and cost of an American Sign Language (ASL) Videophone for customer and City use.
n. Measure 4: Determine and identify the potential use for and cost of an American Sign Language (ASL) Videophone for customer and City use after the Library has been relocated. Work with ITS to determine how and if it should be provided.
o. 2028 Target 4: Determine if additional equipment is necessary. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
p. 5 Year Target 4: Determine if additional equipment is necessary. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

2. Public Address System will be incorporated into the new facility to allow for staff to page customers, announce closures, and/or make other announcements.
    a. Initiative: A public address system will be incorporated into the new facility. This will allow staff to page customers, announce closures, and/or utilize it in other emergency situations.
    b. Measure: Verify that the public address system is set up and available for staff use. If possible, schedule and record the closing announcements prior to opening the new facility. If not, provide a script to staff for notifying customers of the Library's closure.
    c. 2028 Target: Ensure all equipment and/or software is maintained, functional, and serviced appropriately using an inspection report.
    d. 5 Year Target: Ensure all equipment and/or software is maintained, functional, and serviced appropriately using an inspection report. Ensure that appropriate staff are identified and are trained in the use and maintenance of the public address system.
3. Headphones are utilized to minimize and reduce disruptive noise from devices while in the Library.
    a. Initiative: Headphones will be available at the Circulation Desk for customers to use with devices and equipment provided in the Library.
    b. Measure: Determine headphone needs for customers and keep sets available at the Circulation Desk.

DRAFT

c. 2028 Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. If necessary, consider repurchasing replacements for equipment.
d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. If necessary, consider repurchasing replacements for equipment as available funding and resources allow when directed by the City Council.

4. Barcode Scanners will be provide for staff workstations.
    a. Initiative: An adequate number of barcode scanners will be provided at all staff work stations and will be replaced when new technology necessitates replacement as available funding and resources allow when directed by the City Council.
    b. Measure: Determine number of barcode scanners necessary to bring the new location online and provide 1 for each staff use terminal.
    c. 2028 Target: Determine if additional equipment is necessary for any new positions. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
    d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
4. Shredder will be utilized to facilitate the removal and disposal of confidential information.
    a. Initiative: Access to a shredder for removal and disposal of private/confidential staff and customer information will be provided.
    b. Measure: Determine shredding needs for the new facility scheduled to open in 2026~~5~~. Purchase and provide any necessary equipment as available funding and resources allow when directed by the City Council.
    c. 2028 Target: Determine if additional equipment is necessary for any new positions. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
    d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
5. Book repair equipment will be utilized to facilitate the repair and maintenance of items.
    a. Initiative 1: Binding technology for the repair of Library items will be replaced when equipment fails or new technology necessitates replacement as available funding and resources allow when directed by the City Council.
    b. Measure 1: Determine binding technology needs for the new facility scheduled to open in 2026~~5~~.
    c. 2028 Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
    d. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

DRAFT

e. Initiative 2: Lamination and dustjacket technology will be considered when the Library relocates into a new facility as space and time allows. This equipment will be considered for replacement as equipment fails or new technology necessitates replacement.
f. Measure 2: Determine lamination and dustjacket technology needs for the new facility scheduled to open in 2026~~5~~.
g. 2028 Target 2: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
h. 5 Year Target 2: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

6. Disc cleaning equipment will be used to facilitate the repair and maintenance of discs.
    a. Initiative: Equipment for maintenance of the portion of the collection in disc format will be replaced as equipment fails or as new technology necessitates replacement as available funding and resources allow when directed by the City Council.
    b. Measure: Determine additional equipment needs for the new facility scheduled to open in 2026~~5~~.
    c. 2028 Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
    d. 5 Year Target: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

Security Equipment

1. Security cameras are installed to help prevent and follow up on safety and security issues for customers and staff in public areas of the Library.
    a. Initiative 1: Continue to work with the City's assigned personnel regarding the recording of safety and/or facility issues which may occur.
    b. Measure 1: Ensure staff are trained in the use of security cameras for closing the Library.
    c. 2028 Target 1: Ensure staff are trained in the use of these cameras for securing the building at closure prior to the department's relocation.
    d. 5 Year Target 1: Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
    e. Initiative 2: Ensure appropriate access to the security cameras is provided to Library staff on closing shifts in the new facility coming online in 2026~~5~~.
    f. Measure 2: Ensure that terminal or individual access is provided to Library staff on closing shifts prior to moving operations into the new facility coming online in 2026~~5~~. Work with the City's assigned personnel regarding the recording, access,

and/or the identification of potential areas where complications may arise when securing the facility.

g. 2028 Target 2: Ensure staff are trained in the use of these cameras for securing the building at closure prior to the department's relocation. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.
h. 5 Year Target 2: Ensure staff are trained in the use of these cameras for securing the building at closure prior to the department's relocation. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report.

Circulating Items

The Library will circulate electronic collections to facilitate customer access to new technologies including but not limited to Chromebooks, digital items, and other equipment.

1. Chromebooks are available for checkout. All private information will be removed from the devices upon their return to the Library.
    a. Initiative 1: 7 Chromebooks are available for cardholders to checkout.
    b. Measure 1: Circulation statistics will be recorded.
    c. 2028 Target 1: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
    d. 5 Year Target 1: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
    e. Initiative 2: An assessment will be completed to determine needs for available Chromebooks. If necessary new items and a kiosk will be purchased by November 2025.
    f. Measure 2: Circulation statistics will be recorded.
    g. 2028 Target 2: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
    h. 5 Year Target 2: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
2. Circulating technologies such as audio, card, and tablet devices created for Library use. They include digital items in various formats, which are various formats of circulating technology for customer use.
    a. Initiative 1: Tablets are a collection of tablets designed for educational and leisure purposes which can be reset between users. The Library began establishing their collection of circulating tablets in 2015 with grant funding.

DRAFT

b. Measure 1: Circulation statistics will be recorded.
c. 2028 Target 1: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
d. 5 Year Target 1: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
e. Initiative 2: Digital audiobooks are a collection of audiobooks designed for educational and leisure purposes which can be reset between users. The Library may choose to consider purchasing a collection of these items prior to or after moving into the new facility and funding is authorized by the City Council.
f. Measure 2: Circulation statistics will be recorded.
g. 2028 Target 2: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
h. 5 Year Target 2: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
i. Initiative 3: Digital audio and picture books are a collection of books and audiobooks designed for educational and leisure purposes which can be reset between users. The Library may choose to consider purchasing a collection of these items prior to or after moving into the new facility and funding is authorized by the City Council.
j. Measure 3: Circulation statistics will be recorded.
k. 2028 Target 3: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
l. 5 Year Target 3: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

3. Circulating media includes, but is not limited to, DVDs, Blu-Rays, Audio Books on CD, Audio Picture Books, and other playable discs.
    a. Initiative: Circulating media has been a part of the Library's collection since it was established. Annual reports of usage have tracked a decline in Audiobooks with an increase in juvenile DVD use. Continue to allocate financial resources towards this collection as appropriate and funding is authorized by the City Council.

DRAFT

b. Measure: Circulation statistics will be recorded and used to guide future budget allocations forwards media resources.
c. 2028 Target: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.
d. 5 Year Target: Report the circulation data in annual reporting. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Consider replacement schedule and possible grant opportunities for equipment needs.

4. Digital collections may be made available to allow customers access to information. This can particularly benefit those who have mobility difficulties. The accessibility features allow those with visual impairment to adjust text sizes and contract. Audiobooks benefit all, but particularly those with visual impairments. These items are never physically lost by customers, releasing customers from the responsibility for lost, damaged, or overdue item costs.
    a. Initiative 1: Beehive Library Consortium, spearheaded by the Utah State Library Division, provides access to the larger collection of nearly 38,000 eBooks, audiobooks, and other digital publications through Overdrive & the Libby customer platform. Annual reports of usage continue to grow. Continue to allocate financial resources towards this collection as appropriate.
    b. Measure 1: Purchase only items that card holders are requesting from the OverDrive Marketplace (though the "Deep Search/Notify Me feature") which the Beehive Library Consortium is not purchasing or items with holds request as available funding and resources allow when directed by the City Council.
    c. 2028 Target 1: Report the circulation data in annual reporting. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff.
    d. 5 Year Target 1: Report the circulation data in annual reporting. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff.
    e. Initiative 2: Utah State Library Division provides access to the larger collection of digital publications and resources through a variety of platforms. Annual reports of usage continue to grow. Continue to allocate staffing resources towards assisting customers with their use of this collection as appropriate.
    f. Measure 2: Track circulation of these materials and consider the amount of time allocated for staff to assist customers with the use of these resources. Consider highlighting each of these resources in the advertising schedule for the public displays and website newsflashes.
    g. 2028 Target 2: Report the circulation data in annual reporting. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff who can report those issues to either the Utah State Library Division or the vendor.

DRAFT

h. 5 Year Target 2: Report the circulation data in annual reporting. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff who can report those issues to either the Utah State Library Division or the vendor.
i. Initiative 3: Other electronic resources will be considered based on customer requests.
j. Measure 3: Track circulation of additional resources and the cost per circulation for these collections.
k. 2028 Target 3: Report the circulation data in annual reporting. Ensure funding for ongoing use of resources is allocated, providing that the usage indicates there is a need for this service. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff.
l. 5 Year Target 3: Report the circulation data in annual reporting. Ensure funding for ongoing use of resources is allocated, providing that the usage indicates there is a need for this service. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff.

Software

1. Integrated Library System discovery software is currently utilized by staff and customers to provide circulation services in the library and online. It is the primary portal to the collection for customers and staff. It facilitates holds, reporting, fee tracking, circulation rules, limitations, and more. The user interface integrates the Library's physical and digital collections into one convenient website for customer-friendly use.
    a. Initiative: The Library will maintain a software solution to facilitate the circulation of items.
    b. Measure: Continue to train staff and customers in the use of this software to facilitate the use of Library services. Continue to run reports regarding Library use, review the software functionality with staff, and make recommendations for improvement to the developer as appropriate.
    c. 2028 Target: Report the circulation data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff. Schedule regular upgrades on a quarterly basis and evaluate procedures based on improvements made to the software.
    d. 5 Year Target: Report the circulation data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff. Schedule regular upgrades on a quarterly basis and evaluate procedures based on improvements made to the software.
2. The Library will maintain a departmental portion of the City website.

DRAFT

a. Initiative: The Library will maintain departmental pages within the City website.
b. Measure: The Library will review their webpage content annually and will develop a schedule for the newsflash features to be updated on a scheduled basis.
c. 2028 Target: Report the usage data in annual reporting. Ensure staff time for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding the website and to submit issues to the identified members of the Library staff.
d. 5 Year Target: Report the circulation data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff. Schedule regular upgrades on a quarterly basis and evaluate procedures based on improvements made to the software.

3. Computer reservation software is available to book sessions on public computers. Reservations can be made online, in person, or by library staff.
    a. Initiative: The Library will maintain a software solution for booking time or reservations for public computers.
    b. Measure: Continue to train staff and customers in the use of this software to facilitate the use of public computers. Continue to run reports regarding Library use, review the software functionality with staff, and make recommendations for improvement to the developer as appropriate.
    c. 2028 Target: Report the circulation data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff. Schedule regular upgrades on a quarterly basis and evaluate procedures based on improvements made to the software.
    d. 5 Year Target: Report the circulation data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding the digital resources available to them and to submit issues to the identified members of the Library staff. Schedule regular upgrades on a quarterly basis and evaluate procedures based on improvements made to the software.
4. Community Spaces registration and contracts will be available to facilitate customer use of some public spaces within the new facility.
    a. Initiative: The Library will maintain a software solution to reserve the public spaces in the new facility.
    b. Measure: Count the number of reservations, revenues, and staff time allocated to facilitating the use of this space. Continue to train specific members of staff and customers in the use of this software to facilitate the use of public spaces. Continue to run reports regarding Library use, review the software functionality with staff, and make recommendations for improvement to the developer as appropriate.

c. 2028 Target: Report the usage of the space in annual reporting or as directed. Ensure funding to provide staffing for ongoing use of this resource is allocated and/or offset with revenues. Ensure all staff are trained in educating customers regarding how to book the space. Schedule regular upgrades to the software and evaluate current departmental procedures based on improvements made to the software or issues which may arise regarding space use.
d. 5 Year Target: Report the usage of the space in annual reporting or as directed. Ensure funding to provide staffing for ongoing use of this resource is allocated and/or offset with revenues. Ensure all staff are trained in educating customers regarding how to book the space. Schedule regular upgrades to the software and evaluate current departmental procedures based on improvements made to the software or issues which may arise regarding space use.

5. Online event registration software is utilized for customers to view the calendar of events, book their reservation, and/or manage their attendance.
    a. Initiative: The Library will maintain event registration for planning and preparation purposes.
    b. Measure: The Library will consider the ease of customer use of this product, if email or text notifications are in place, and the Library's planning needs. They will also consider the potential for integrating this software with the existing Aspen Discovery application.
    c. 2028 Target: Report the programming data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding registration and the processes available to them and to submit issues to the identified members of the Library staff. Evaluate procedures utilized for registration based on improvements made to the software.
    d. 5 Year Target: Report the programming data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding registration and the processes available to them and to submit issues to the identified members of the Library staff. Evaluate procedures utilized for registration based on improvements made to the software.
6. Print Management Software is utilized for customers to send print jobs to Library equipment from the website, email, or on public computers.
    a. Initiative: The Library will continue to utilize print management software to organize and receive print jobs.
    b. Measure: Ongoing use of wireless, web based, and public computer printing which can be estimated based on revenues collected.
    c. 2028 Target: The Library will utilize this software in the new facility with a large color/black copier with multi-page scanning and/or possible email capabilities. Ensure all staff are trained in educating customers regarding the use of this software and to submit issues to the identified members of the Library staff. Evaluate procedures utilized for print management based on improvements made to the software.

DRAFT

d. 5 Year Target: Ensure that this software is meeting customer and staff needs, pricing is fair, and support service is evaluated. Ensure all staff are trained in educating customers regarding the use of this software and to submit issues to the identified members of the Library staff. Evaluate procedures utilized for print management based on improvements made to the software.

7. All devices will be filtered by the City's firewalls according to Utah Code and in compliance with CIPA.
    a. Initiative: The Library will enable a firewall and require that customers agree to the terms and conditions of using the Internet.
    b. Measure: Continue to train staff and customers in the use of Wi-Fi. Continue to run reports regarding Library use, review the software functionality with staff, and make recommendations for improvement to the developer as appropriate.
    c. 2028 Target: Report the usage data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Work with the ITS department as needed to troubleshoot issues related to the internet and train identified members of staff in the basic steps they can take to troubleshoot an outage.
    d. 5 Year Target: Report the usage data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Work with the ITS department as needed to troubleshoot issues related to the internet and train identified members of staff in the basic steps they can take to troubleshoot an outage.
8. A software will be utilized on public computers to maintain the security of the customer information and the network.
    a. Initiative: The Library will maintain public computers which can be used by multiple customers, which do not retain private or confidential information.
    b. Measure: Continued use of dedicated software to manage public computers and private or confidential information entered by the users.
    c. 2028 Target: Continue to train staff and customers in the use of public computers. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Ensure that staff are aware that rebooting the machine will remove private and/or confidential information.
    d. 5 Year Target: Continue to train staff and customers in the use of public computers. Ensure all equipment is maintained, functional, and serviced appropriately using an inspection report. Ensure that staff are aware that rebooting the machine will remove private and/or confidential information.
9. A software solution will be used by the Library to track Wi-Fi use.
    a. Initiative: The Library will continue to use a software solution to track Wi-Fi use for annual reports.
    b. Measure: Continue to train staff and customers in the use of this software to facilitate the use of public internet. Continue to run reports regarding Library use, review the software functionality with staff, and make recommendations for improvement to the developer as appropriate.
    c. 2028 Target: Report the usage data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding use of the Wi-Fi and to submit issues to the identified

DRAFT

members of the Library staff. Schedule regular upgrades on an as-needed basis and evaluate procedures based on improvements made to the software.

d. 5 Year Target: Report the usage data in annual reporting. Ensure funding for ongoing use of this resource is allocated. Ensure all staff are trained in educating customers regarding use of the Wi-Fi and to submit issues to the identified members of the Library staff. Schedule regular upgrades on an as-needed basis and evaluate procedures based on improvements made to the software.

10. The Library will work with the Utah State Library Division to utilize a vendor to facilitate Inter-Library Loans and downloading of MARC data.
    a. Initiative: The Library will continue to work with a vendor to make requests and download MARC data for resources where records cannot typically be found using other methods.
    b. Measure: Continue to train staff in the use of this software to facilitate the use of Inter-Library Loans and cataloging.
    c. 2028 Target: Ensure identified staff are trained in use of the software. Evaluate procedures used internally to facilitate Inter-Library Loans based on improvements made to the software.
    d. 5 Year Target: Ensure identified staff are trained in use of the software. Evaluate procedures used internally to facilitate Inter-Library Loans based on improvements made to the software.

VI: Bylaws of the Saratoga Springs Public Library Advisory Board

Establishment and Name of the Library Board

The Library Board was established for the purpose of enhancing the community's education, cultural, and personal interests.

Regular Meetings

The regular meetings of the Library Board shall be on the days specified in the Library Board's regular meeting schedule as adopted on an annual basis per state law. Regularly scheduled meeting may be cancelled by the chair at any time due to extenuating circumstances such as lack of quorum, emergencies, or lack of business to conduct.

The meetings shall be open to the public and noticed in advance. At the beginning of each fiscal year, the Library Board shall specify regular meeting dates and times. The Library Director shall work with the City Recorder to ensure that public notice requirements are met,

These meetings are held in accordance to the Utah Open and Public Meetings Act (hereinafter "OPMA"), U.C.A. 52-4-101 *et seq*. and in accordance with U.C.A. 52-4-207; in accordance with the OPMA.

The agenda and/or information packet for the meetings will be distributed by the Library Board Secretary at least 24 hours prior to meetings, or as otherwise allowed by the OPMA. Any 2 Library Board members wishing to have an item placed on the agenda must contact the Library Board Secretary in sufficient time preceding the meeting to have the item placed. Any Library Board member who is unable to attend a meeting will notify the Library Director to indicate that they will be absent. Due to the fact that a quorum is required for each meeting, this notice should be given as far in advance as possible.

Emergency Meetings

Special Library Board meetings shall be held at any time following the emergency meetings guidelines under the OPMA.

Annual Meeting

An annual Library Board meeting shall be held in July for the purpose of hearing the annual reports of the Library Director, and if established and necessary, any committees. The report should include a summary of the previous fiscal year's work to date with a detailed account of the receipts and expenditures, a budget for the following year, and other information according to statute. A copy of this report shall be forwarded to the USL in accordance with the law. A copy should also be on file in the Library or on the Library website.

Quorum

A quorum at any meeting shall consist of a majority of the Library Board members.

Library Board Responsibilities

The Library Board is charged with the responsibility of the oversight of the Library and shall recommend to the City Council policies for guiding the Library's operations.

Library Board members are not to be compensated pursuant to City ordinances, but may be reimbursed for necessary and related expenses pursuant to City policies. To be effective, Library Board members must attend most meetings, read materials presented for review, and actively contribute to Library Board meetings and projects.

Library Board members are not exempt from late fees, fines, or other user fees.

Library Board Membership

The Library Board should consist of 5 members appointed by the Mayor, with the advice and consent of the City Council, from the residents of Saratoga Springs. A Library Board member

shall serve a 3-year term, expiring the 30th day of June at the end of each term, and may be reappointed for up to 2 consecutive terms subject to the discretion of the Mayor, with the advice and consent of the City Council.

A representative of the Friends of the Library may serve as an ex-officio member of the Library Board. The Library Director, or designee, shall attend meetings of the Library Board, but does not serve as a voting member of the Library Board.

A Library Board member may be removed by a majority vote of the quorum at a regular Library Board meeting. Removal can be based on lack of attendance at Library Board meetings, behavior or statements detrimental to the Library Board, or failure to declare conflicts of interest.

Officers and Elections

The officers of the Library Board shall be a Chair, Vice-Chair, and Secretary. These officers shall be elected by a majority vote of Library Board members for a 1 year term at the regular meeting in the month of July. In the event of a resignation of an officer, an election to fill the unexpired term of that officer will be conducted by vote at the next regular Library Board meeting.

Chair The Chair shall preside at all Library Board meetings, appoint all standing and special committees, serve as ex-officio member of all committees, and perform all other such duties as may be assigned by the Library Board.

Vice-Chair The Vice-Chair, in the absence of the Chair, shall assume all duties of the Chair.

Secretary The Secretary shall keep minutes of all Library Board meetings, record attendance, and record a roll call on all votes. The Secretary shall perform all other such clerical duties as may be assigned by the Library Board.

Special Committees

Special Committees may be appointed by the Chair, with the approval of the Library Board at a regular meeting, to present reports or recommendations to the Library Board and shall serve until completion of the work for which they were appointed.

Parliamentary Procedure

The Library Board shall adopt a set of parliamentary procedures.

Amendments

Amendments to these Bylaws and changes to Library policies or any other procedural document may be proposed at any regular meeting of the Library Board and will become effective when adopted by a majority of those members present providing they represent a quorum. All amendments must be consistent with Personnel Manual, the City Code (including § 3.05.03), and Utah State law.

VII: Accounts and Library Cards

Eligibility Requirements

1. Adult Applicant. An adult applicant (over the age of 18) is eligible for a Library card if they meet one (1) of the following qualifications:
    a. They reside within the City of Saratoga Springs;
    b. They are an employee of the City of Saratoga Springs;
    c. They are an employee of a school located in Saratoga Springs;
    d. They register for a non-resident account and pay a non-resident fee of $~~80~~100.00 for one (1) year or $~~40~~50.00 for six (6) months;
    e. They are a young adult between the age of 16-17 and they meet one (1) of the adult criteria listed above and can present a valid ID and proof of their current address (if it is not on their photo ID).
2. Minor Applicant. A minor is an individual between the ages of 0-17 is eligible for a Library card, if they cannot meet the adult criteria listed above, and if they have a parent or guardian who meets one (1) of the eligibility requirements listed above for an adult application who will be present to co-sign for the minor's account.
    a. For the purpose of this policy, a guardian is identified as any of the following:
        i. Parent;
        ii. Grandparent;
        iii. Step-parent;
        iv. Foster parent;
        v. Any individual with proof of legal guardianship of the minor.
3. Application for Limited Use Account. An adult applicant (over the age of 18) without a photo ID is eligible for a Limited Use Library card if they meet one (1) of the following qualifications:
    a. They reside within the City of Saratoga Springs;
    b. They are an employee of the City of Saratoga Springs;
    c. They are an employee of a school located in Saratoga Springs;
    d. They register for a non-resident account and pay a non-resident fee of $~~80~~100.00 for one (1) year or $540.00 for six (6) months;
    e. They are a young adult between the age of 16-17 and they meet one (1) of the adult criteria listed above and can present another non-photo ID issued by a government (domestic or foreign) and proof of their current address.

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The application will be required to present a non-photo ID issued by a government (domestic or foreign) and proof of Saratoga Springs residency. Examples of acceptable non-photo IDs include, but are not limited to:

   i. Birth certificate;
   ii. Social Security card;
   iii. Native Tribal ID;
   iv. Jail/Prison ID;
   v. Medicaid/Medicare cards.

4. Exceptions may be made using the Library Director's, or designee's, best judgement and should be in keeping with the spirt of the policy as circumstances warrant.

Registration

Customers must fill out an application form to register for a new Library card. Library card users are asked for the following information when registering for a Library card:

1. Name;
2. Address;
3. Phone number;
4. ID information (parent or guardian ID information will be collected for a minor's account);
5. Birth date;
6. Email address;
7. The name of the parent or guardian if the customer is a minor who will need a co-signer, as defined in VII: Accounts and Library Cards Eligibility Requirements 2.

This information is retained in the customer record in order to contact and identify the customer.

The following statement will be included on the registration form for the customer's information and acceptance:

I agree to be responsible for all items borrowed with the Library card issued in the above name, including items borrowed by it with or without my consent, unless I have previously reported the loss of my card. I promise to comply with all Library rules and policies, both present and future, and to give prompt notice of change of address or loss of Library card. If I choose to add an authorized individual to my account, I understand I am authorizing this individual access to information regarding my Library account, including, but not limited to: information about active checkouts, fines, fees, holds, or damaged items. I understand that this individual must be over 18 and will be required to present my Library card and their photo ID at the front desk for access to account information. In the event that this is a minor's account, I authorize my child's use of the computer at the Saratoga Springs Public Library. I understand that by signing the Authorization my child can access material on the Internet and is bound by the Library's Internet Acceptable Use and Customer Agreement. I understand that

the Library may, upon a violation of the Library's policy, revoke my child's ability to use the computer and/or Internet. I further agree and acknowledge that the City shall in no way be responsible for any material accessed by my child on the Library's computers. Any restriction placed on a child's access to the Internet, beyond those discussed in the policy, is the responsibility of the parent or legal guardian. I agree to release, waive, and hold harmless the Library and the City of Saratoga Springs from any and all liability or damage incurred by my child's use of the computers and Internet at the Library.

Obtaining

Customers who fill out the online application will have 30 days to come into the Library to present their photo ID or non-photo ID issued by a government entity (domestic or foreign) and proof of address to activate the account.

1. Adult (Not Limited Use, see Section 3 Limited Use Below). In order to obtain a Library card, adults must present a valid photo ID and proof of their current address (if it is not printed on their photo ID).
    a. Examples of valid photo IDs include, but are not limited to, a driver's license, a state issued ID, a passport, or a military ID.
    b. Examples of proof of address include, but are not limited to, a bill, a check, a vehicle registration, or mail addressed to their name. This proof may be presented in either physical or digital format.
2. Minor. A minor between the ages of 0-17, who cannot meet the adult criteria listed above, -and must have a parent or guardian co-sign for their account.
    a. Eligible cosigners, as defined in VII: Accounts and Library Cards Eligibility Requirements 2.a., will need to present a valid photo ID and proof of their current address (if it is not printed on their photo ID).
    b. Examples of valid photo IDs include, but are not limited to, a driver's license, a state issued ID, a passport, or a military ID.
    c. Examples of proof of address include, but are not limited to, a bill, a check, a vehicle registration, or mail addressed to their name. This proof may be presented in either physical or digital format.
3. Limited Use. An individual who is over the age of 18 and cannot provide a photo ID, but provides a non-photo ID listed in VII: Accounts and Library Cards Eligibility Requirements and proof of their current address.
    a. Examples of proof of address include, but are not limited to, a bill, a check, a vehicle registration, or mail addressed to their name. This proof may be presented in either physical or digital format.

Authorized Individual

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Customers may choose to authorize an additional individual over the age of 18 on their registration form to access their Library account, utilizing that individual's photo ID and the Library card.

I authorize the following individual access to information regarding my Library account, including, but not limited to information about active checkouts, fines, fees, holds or damaged items. I understand that this individual must be over 18 and will be required to present my Library card and their photo ID at the front desk for access to account information.

This individual is identified as the "Alternate Contact" within the software used by the Library. Customers may change this alternate contact at any time by logging into their account online or notifying a Library employee and providing the alternate contact's first and last name.

Account Renewal and Expiration

The Institute defines a registered user as the following:

"A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials or gain access to other library resources[4]" the Institute requires that accounts be purged within a period of time specified by them.

As such, Library accounts will remain valid for:

1. Two (2) years from the date they are issued for residents;
2. Six (6) months or one (1) year from payment for non-residents;
3. Accounts which have been barred, sent to collections, and/or the account holders have had issues with policy violations, will be retained after expirations for documentation purposes, but cannot be used until all~~any~~ issues noted on the account have been resolved.

30 days prior to an account's expiration, the customer will be sent a notice asking them to renew their account by coming into the Library with their Library card, photo ID, and proof of address (if their current address is not printed on their photo ID).

Due to contract limitations which require that customers using digital services reside within the State of Utah, accounts may not be renewed through email or over the phone. Special requests may be made to renew accounts without coming in by filling out the "Card Renewal" form online. The customer will be asked to provide the following:

1. An image of a valid photo ID;
2. An image of their Library card (where the Library card number is visible);
3. Proof of current Saratoga Springs address which is correspondence to their first and last name, which is dated and/or postmarked within the last 30 days.

[4] https://www.imls.gov/search-compare-defintions#demographic

Accounts that have been expired for more than 1 year will be removed following U.C.A. § 63G-2-302(1)(c).

Accessing the Account

1. Customers who are logging into their account for any online services may do so by providing their Library card number and password or PIN.
2. Customers who are utilizing the self-check will be asked to provide their Library card and PIN.
3. Alternate contacts will be asked to provide the Library card or a digital wallet image of the Library card and their photo ID.
4. Customers who do not have their Library card and/or photo ID or who are calling for service must provide the Library card number and must verify three (3) of the following items on the account, <u>one (1) of which must be the date of birth:</u>
    a. Name;
    b. Date of birth;
    c. Email address;
    d. Photo ID number collected when the customer registered for the account;
    e. Physical address;
    f. Phone number.

Lost and/or Stolen Cards

1. Anyone whose card is lost or stolen must immediately report the loss or theft to the Library and change the PIN on their account.
    a. Failure to do so will maintain the customer's liability for any materials checked out on the card until the report is made.
2. Anyone using a card which has been reported lost must forfeit the card.
3. Materials will not be checked out on cards which have been reported lost or stolen.
4. To receive a replacement card for a lost or stolen card, the customer must present a valid photo ID.
    a. Customers who bring in a copy of a completed police report may receive a replacement card free of charge.
    b. Customers who do not bring in a police report will be required to purchase a replacement card for $3.00.

Releasing Customer Information

1. No employee shall utilize records deemed private for any purpose except those directly related to the discharge of their duty.

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2. No employee will release information concerning a customer's location via phone, online, or in person unless the appropriate warrant or subpoena has been provided by law enforcement.
3. An Incident Report may be filed by an employee and submitted to the City to document issues.
4. Records will not be made available to any agency of state, federal, or local government except by the Library Director, or designee, with the legal advice of the City Attorney's Office in response to a court order, warrant, or subpoena as may be authorized.
5. Library account transaction records are considered to be confidential under the Government Records Access Management Act (hereinafter "GRAMA"). Information is released only to the adult account holder or the responsible guardian listed on a minor account, except that the Library may use such records as necessary, including disclosure to third party contractors, for the reasonable operation of the Library, including, but not limited, to the collection of Library debt.

VIII: Circulation

1. Once an item is checked out to a customer, it becomes the responsibility of that customer.
2. Items may be borrowed for a period of time as defined in "Loan Periods" and the below "Holds" and "Renewals" rules apply.
3. Items not returned within their loan period will be billed overdue fines for each item and each day they are overdue.
4. Items from special collections must be returned in person to the Circulation Desk.
5. If items are returned to another library, the customer is responsible for retrieving the item and returning it to the Library.
6. Items should be returned with all of their pieces, in good condition, free of biohazardous substances, and clean.

Borrowing Privileges

Library customers must present a valid Library card to borrow materials, access services, and/or access digital collections. Borrowing privileges may be blocked or limited for any of the following reasons:

1. Fines or fees in excess of $10.00.
2. An item checked out on the account is overdue.
3. The customer has been suspended from Library use.
4. The card has been reported lost or stolen.
5. The account has expired.
6. Required information is incorrect or missing from the account.
7. The account has been sent to a collection agency.

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Loan Periods

Items in the physical collection have the following loan periods.

Item Type	Loan Period
Audio Books	21 days
Books	21 days
DVDs	7 days
Equipment	14 days
Inter-Library Loan	As designated by the lending library
Kits	21 days
Launchpads	14 days
Recreation	14 days
Video Games	14 days

Digital collections will have other loan periods which vary by platform.

Checkout Limits

Customers will be limited to the following total number of items checked out from the physical collection.

Customer Type	Item Limit
Self-Registered, application is pending photo ID and address verification.	0
Adult	100
Minor, Ages 0-17	30
Limited Use	3

Maximum limits (within checkout limits) are placed upon the number of items from a specific item type that Library cardholders may borrow at a time.

Item Type	Adult	Minor	Limited Use
Audio Books	100	30	3
Books	100	30	3
DVDs	20	20	3
Equipment	2	2	0
Inter-Library Loan	3	3	0
Kits	3	3	0
Launchpads	2	2	0
Recreation	2	2	0
Video Games	5	5	3

Digital collections will have checkout limits which vary by platform.

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Special Collections

The Library has established Launchpads, Recreation, Equipment, and digital collections, which include general hobby equipment, Chromebooks, iPads, digital content, and more. These collections are to provide customers in our community access to new technologies and to expose them to new interests.

The Library is not responsible for any liability, damage or expense resulting from use or misuse of the device or item, connection of the device or item to other electronic devices or items, or data loss resulting from the use of device or item. Any use of the device or item for illegal purposes, unauthorized copying of copyright-protected material in any format, or remission or threating, harassing, defamatory, or obscene materials is strictly prohibited.

Holds

1. Customers may place holds either in person, online, or over the phone.
2. Customers may choose how to be notified of their arrived holds by modifying their notification options online.
3. Customers may place up to 30 holds on physical items at one time.
4. Holds will be held for four (4) business days after the customer has been notified.
5. Holds will be filled in the order they are listed in the holds queue.

Digital collections will have hold limits which vary by platform.

Renewals

1. Most items may be renewed up to three (3) times, unless there is a hold placed on the item.
    a. Items from the ~~Library of Things,~~ Launchpads, Recreation, and Equipment collections may only be renewed one (1) time.
    b. Items from digital collections will be subject to their own online renewal procedures prior to their due date, unless there is a hold placed on the item.
2. Accounts are opted into automatic renewals of their physical checkouts as a courtesy, provided that the item does not have a hold or has not reached its maximum renewal limit for that item type.
    a. Customers may choose to opt out of automatic renewals by modifying their renewal options online.

Digital collections will have renewal limits which vary by platform.

Delinquent Accounts

A delinquent account is an account with over $10.00 in fines or fees and/or lost, missing, damaged, or overdue item(s).

Authorization to Send to Collections

In the event of a delinquent account with more than $50.00 in lost or damaged items that are not paid within 120 days, that account may be sent to collections.

In the case of a customer failure to return materials, the Library may disclose circulation information to a collection agency hired to secure the return of, or payment for, Library materials.

A fee of $20.00 will be charged for accounts with more than $50.00 in lost or damaged items that are not paid within 120 days. The collection agency considers all information confidential and does not sell or share any customer information.

In the case of Library materials obtained by means of theft or fraud, the Library may disclose information to law enforcement officials.

Once a delinquent account has been sent to collections, all communication regarding the account must go through the collection agency until the collection agency notifies the Library that the account has been paid in full.

Theft, Damage, and Mutilation of Library Materials

The Library Director is authorized to establish, and the employees are authorized to enforce procedures necessary to protect Library property, including materials, from theft, damage or mutilation, and to document such activities when they occur. Such procedures will conform to the requirements of relevant laws; particularly those established in U.C.A. § 76-6-801 through 76-6-804 or such other provisions as may be adopted regarding Library theft.

The Library Director, or designee, is authorized to establish procedures and/or requirements for notifying customers of lost, missing, damaged, or overdue items. When creating these requirements, employees will consider the needs of the institution, space limitations, and the customer's previous account history.

When Library material is mutilated, damaged, or stolen, as defined within Utah law, it is the policy of the Library to pursue available legal remedies, either civil or criminal, as the circumstances warrant. The decision to pursue legal remedies is made in consultation with the City Attorney's Office. When legal action is taken under the theft and mutilation provisions of Utah law, the action taken will be documented.

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See section XVI: Policy Violations Notification Process for the specific process of notifying customers of policy violations.

Inter-Library Loan

The Library provides ILL services to customers with the following provisions:

1. A fee of $3.00 is charged when the ILL request arrives for each item to offset the postage cost.
2. Customers are also charged, with their prior consent, any fees assessed by a loaning library.
3. The Library does not charge a fee when loaning materials to other libraries.
4. The Library borrows the following types of materials through ILL: books, DVDs, compact discs, reference materials, and articles from periodicals.
5. Customers who do not pick up an ILL which they requested, after they have been noticed the item is available, are still responsible for the ILL charges accrued.
6. The replacement cost of a lost item on loan to another library will be the price assessed by the owning library plus a non-refundable $5.00 processing fee.
7. To facilitate the efficient and effective operation of the ILL process, the Library Director, or designee, will establish procedures including limitations on the number of ILL requests a customer may have active at a given time.

IX: Fines and Fees

Fines and fees are adopted and amended by the City Council through ~~resolution~~ordinance on occasion. As of the date of adoption of this Policy, ~~. Saratoga Springs City Resolution Ordinance R22-08## ##, the City Council (hereinafter "Council"), with a quorum present, in a regular and public meeting held on the 2nd 4th day of February, 2021~~November, 2025~~, hereby adopted~~ the following fines and fees ~~schedule.~~apply, which are subject to change from time-to-time:

Card Fees

Type	**Amount**
Non-Resident Account, 6 Months	$~~40~~50.00
Non-Resident Account, 1 Year	$~~80~~100.00
Replacement Card	$3.00

Material Fines

Materials must be returned to the Library by the close of business on the day an item is due to avoid late fines. Fines will not be assessed on Sundays, holidays, or days the Library is closed.

Item Type	**Loan Period**	**Fine per day**

Audio Books	21 days	$0.25
Books	21 days	$0.25
DVDs	7 days	$0.50
Equipment	14 days	$0.75
Inter-Library Loan	As determined by the lending library	As determined by the lending library
Kits	21 days	$0.25
Launchpads	14 days	$0.75
Recreation Equipment	14 days	$0.75
Video Games	14 days	$0.50

~~Proctoring Fees~~

1. ~~Resident: A free appointment can be scheduled 48 hours in advance with their Library card and is based on availability. If an appointment is not made 48 hours in advance, residents will be required to pay a $10.00 fee per exam for late notice.~~
2. ~~Non-residents: Proctoring is available if they register for and purchase a non-resident Library card. A free appointment can be scheduled 48 hours in advance with their Library card and is based on availability. If an appointment is not made 48 hours in advance, non-residents will be required to pay a $10.00 fee per exam for late notice.~~

Damaged Items, Lost Items, and Processing Fees

Items that are returned more than 60 days overdue or that the Library has repurchased, are ineligible to have the replacement cost removed from the account and will be treated as donations to the Library.

Fee Type	**Amount**
Damage: Audio Book Case- Multi-Disc Ringed Case	$8.00
Damage: Irreparable	Current replacement cost plus $5.00 processing fee
Damage: Media Case- Multi-Disc	$2.50
Damage: Media Case- Single Disc	$1.00
Lost Item	Current replacement cost plus $5.00 processing fee
Processing Fee: Barcode	$2.00
Processing Fee: Damaged Item	$5.00
Processing Fee: Lamination	$3.00
Processing Fee: Lost Item	$5.00
Processing Fee: Spine Label	$1.00
Processing Fee: RFID Tag	$2.00

Returned in Book Drop

Equipment, Kits, Games, Launchpads, Literacy Sets, or Recreation Equipment returned in the ~~outside~~ book drop will be charged a $5.00 fee for each item. If damage to the item is discovered by Library employees, these additional costs will be added to the customer's account.

Collection Agency Fee

A fee of $20.00 will be charged for accounts with $50.00 or more in lost or damaged items that are not paid within 90 days of the 30 day overdue notice being issued. The account will then be sent to a collection agency.

Payment Plans

If the customer works with the designated ~~Library Assistant~~member of staff indicated in their overdue notices to establish a payment plan prior to the account being sent to collections, no collection agency fee will be charged and the account will not be sent to collections, as long as the payment plan is followed. They will be unable to resume the use of their Library card until the balance on their account is less than $10.00.

Inter-Library Loan Fee

The fee of $3.00 or the postage cost, whichever is greater, will be charged for items which are borrowed from other libraries and postmarked back to the originating library.

Printing

The cost to print is $0.~~10~~ 20 per page using black ink or $0.~~25~~ 50 per page using colored ink. If double sided copies are printed, the cost to print is $0.40 per page in black ink or $1.00 per page in color ink. Printing shall only occur on paper provided by the Library. ~~and is only available as single-sided.~~

Refunds

If a customer has paid for a lost item and returns the item within 30 days of payment, the Library will refund the cost of the item, but not the processing fee or any late fines.

Customers will be required to bring the lost item to the Circulation Desk at the Library during open hours to assess the item for damage. If the item is found to be undamaged, an employee will process a refund request for the item. The customer will be asked to identify if they would like their refund applied as credit on their account or through a check mailed by the City.

Fine Waivers

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1. The Library Board reserves the right to authorize the Library to allow customers who make specific donations to waive outstanding fines. This may happen during designated dates, which shall not exceed 14 days in a calendar year.
2. Fines of up to $2.00 may be waived at the discretion of the Library employees and up to $50.00 may be waived at the discretion of the Library Director.
    ~~2.~~a. For fines and fees above $50.00, the City Council delegates authority to the City Manager to exercise discretion to waive fines or fees on a case-by-case basis.
3. Customers may apply for a fine forgiveness program once every 36 months based on a demonstration of a medical or financial hardship for the adult account holder or co-signer.
    a. This program can allow for the forgiveness of a portion of the overdue fines. All items must be returned or replacement cost and processing fees must be paid.
    b. Customers must fill out an application for fine forgiveness within 120 days of the 30-day overdue notice being issued or within 120 day of the fine's accrual date, whichever occurs first, to qualify for the program.
    c. Adjustments will be calculated as follows: customer will pay for 50% of the total of overdue fines. For example, if the customer owes $200.00, they will be responsible for $100.00.
    d. Customers may make payments until the amount has been paid in full with the minimum monthly payment of either 10% of the adjusted fine or $5.00, whichever is greater. They will be unable to resume the use of their Library card until the balance on their account is less than $10.00.

X: Technology and Internet Use

This policy provides guidelines regarding Library Technology and Internet use and to meet the requirements of U.C.A. § 9-7-215 and 216, Utah Admin. Code R458-2, and 47 U.S.C. § 254.

This policy is part of the terms and conditions to use public computers, Wi-Fi and other internet-based technologies and is readily available to the public on our website. The Library will review this policy at least every 3 (three) years. A copy of the new policy will be sent to the Utah State Library, as required by Utah Admin. Code R458-2. Please contact the Library with any questions concerning this policy or its enforcement.

Computer Access

Adults. An adult may access a Library computer by doing one (1) of the following:

1. Making a reservation or logging into a public computer with their Library card.
2. Presenting their Library card to an employee allowing them to make a reservation for a computer
3. Becoming an authorized day guest by agreeing to the Technology and Internet Use policy when logging into the computer.

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Minors. A minor (a customer under the age of 18) may access a library computer if they do one (1) of the following:

1. They have made a reservation or logged into a public computer with their Library card.
2. They present their Library card to an employee allowing them to make a reservation for a computer.
3. A minor can be in the care of a guardian who becomes an authorized day guest by agreeing to the Technology and Internet Use Policy when logging into the computer and shares access with said minor.

Guardian Monitoring. A parent or legal guardian is solely responsible for monitoring computer and internet access of their minor child(ren).

Internet Acceptable Use and Customer Agreement

The Library has an Internet Acceptable Use and Customer Agreement for all customers, including minors, which restricts access to specific internet materials as set forth in U.C.A. § 9-7-7-215(2). This Internet Acceptable Use and Customer Agreement will be enforced by the Library in an effort to provide safety during the use of a computer, internet, or other technology by or around a minor. By using Library technology services, each customer agrees that:

1. Customers shall release, waive, and hold harmless the City and Library from all claims, liability, or damage incurred by Library technology services.
2. Customers of Library technology services agree they shall not:
    a. Access material that is "child pornography," "harmful to minors," or "obscene" in accordance with U.C.A. § 9-7-215 and U.C.A. § 76-10-1201, as amended, as well as the respective definitions in U.C.A. § 76-5b-103; U.C.A. § 76-10-1201; and 20 U.S.C. § 9101;
    b. Use any online gambling websites prohibited by U.C.A. § 76-10-1101 *et seq.*;
    c. Use Library technology equipment or services to engage in illegal activities;
    d. Engage in any activity intended to compromise system security or the security of other computers and network systems, interfere with the proper operation of equipment, or compromise the privacy or obstruct the work of other customers;
    e. Install programs, change or reconfigure the system, software, or hardware;
    f. Upload or download software on any Library device.
3. Library employees will assist customers using public computers as time or other demands allow.
4. Library computer time limits may be established to ensure fair and equitable access for all customers.
5. The Library does not guarantee the availability or reliability of computer access or internet service.
    a. Free Wi-Fi connectivity is governed by this and is available during regular business hours for customers with personal wireless devices.
    b. Connectivity is not guaranteed and the Library cannot provide technical assistance.

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6. The Library does not guarantee security of personal information on Library computers or over internet connections, either direct or wireless. Customers entering personal information (e.g. credit card numbers, social security numbers, etc.) do so at their own risk.
7. The Library uses filtering software on each Library device that connects the Library's network. In the realm of Internet filtering, the ultimate concern is for the safety of minors while at the same time providing access to information. In accordance with the CIPA, the Library employs internet content filtering software to block inappropriate content.
    a. Filtering software is designed to filter out the materials described in U.C.A. § 9-7-215(2).
    b. Occasionally, a website that has inappropriate content slips through the filter or a website that the public needs to access is blocked.
    c. If the website has a chatroom or chat capability, these websites are normally blocked.
    d. An authorized member of the ITS may disable filtering software from a Library device at the request of an adult customer who utilized the "Request Local Exception to Filter Categorization" form online.
        i. Such software may be disabled for research or other lawful purposes if the customer can clearly demonstrate that the filter software has blocked access to materials that are not obscene, child pornography, or harmful to minors as defined in U.C.A. § 9-7-215(1).
8. See section XVI: Policy Violations Notification Process for the specific process of notifying customers of policy violations.

Printing

1. Printing is available from public computers, on the website via the wireless printing portal, and/or though the secure email provided on the website.
2. Print jobs will be tied to a Library card number or email address.
3. The Library cannot view your print jobs from the print release terminal.
4. The cost to print is $0.20~~10~~ per page in black ink or $0.~~25~~ 50 per page in color ink. If double sided copies are printed, the cost to print is $0.40 per page in black ink or $1.00 per page in color ink.
5. Payments made with a credit and/or debit card must be for $1.00 or more.
6. Print jobs will not be printed until the customer is at the Library to obtain their print jobs.
7. The Library will not print on specialized paper, envelopes, and/or stickers.

Request Exception to Filter

All sites accessible from within the Library and/or from Library technology are subject to the X: Technology and Internet Use subsection Internet Acceptable Use and Customer Agreement. If

you feel that you have found a URL that is mishandled by our filter, please read and understand all of the following before proceeding.

Any customer with a valid Library card can fill out the "Request Local Exception to Filter Categorization" form located on the website to question if a URL was mishandled by our filter.

1. Customers shall include their Library card number within their requests for a URL review.
    a. If the request does not include this Library card number, then the request shall be denied.
2. Requests shall state the reason why the URL should not be blocked and a legitimate research purpose for the website.
    a. If the request does not specifically state the reasons for the request or specify the violation of policy, then in either case, the request shall be denied.
3. This form must be submitted to request blocking or unblocking of a website provided through the Library.
    a. If a customer is requesting that a blocked site be unblocked, they should be prepared to defend the instructional or professional value of the website.
    b. Also, they should determine that comparable content is not already available on some other (unblocked) website(s).
4. The ITS will review the site listed on the "Request Local Exception to Filter Categorization" form.
    a. Some sites are not able to be unblocked as the entire subsets of the website are affected as a unit. It is also important to note that all websites unblocked may impact the entire building.
    b. All requests will be reviewed by the Library and ITS.
    c. Controversial website requests may be denied or take longer pending further review and evaluation of the request.
        i. In case of an immediate block request, the decision will be expedited with a review to follow.
5. The Library will respond to the number of requests in chronological order, based on the number of staff resources available without compromising Library operations.
6. Due to the sensitive nature of the content requested, displayed and/or in the public space, the Library will not consider appeals regarding the decision of the Library or ITS to not remove internet filtering.

XI: Facilities and Displays

Facility Use

The Library Director is authorized to establish use guidelines and/or other procedural requirements to provide access to space within the facility for customers with an active account. These use guidelines and/or requirements will be consistent with the City's other

facility use policies. When creating these requirements, employees will consider the needs of all residents as well as all health and safety regulations.

Customers may use the existing space within the facility as long as their use does not interfere with other customer use of the facility and/or violate Section XII: Customer Behavior, Service & Expectations of this document.

Public Artwork

1. The Library may work with the City, Saratoga Springs Arts Council, other government or school entities to allow displays of public artwork through their organization(s).
2. The Library will follow the criteria for evaluation of displayed artwork from the City's Art Policy.
3. The Library will abide by the community standards of the City and will commit to be thoughtful and sensitive in choosing works of art to be displayed.
4. The Library will be solely responsible for the placement of artwork.
5. The Library shall be responsible for removing artwork from display.
6. The Library may remove or relocate artwork from display at any time for any reason.
7. The Library shall not be liable to any artist for any damage to any artwork displayed.
8. Displayed artwork may be challenged through the "Customer Statement of Concern" form available online at www.saratogasprings-ut.gov/library or at the Circulation Desk.

Library Collection Displays

The Library does not allow for public displays of the collection. Library displays must be approved by the Library Display Committee described herein pursuant to criteria established below.

1. The Library Display Committee is made up of two (2) Library employees and a member of the City Public Relations and Community Outreach Department. The Library Display Committee will review displays proposed by Library staff and will vote to allow or disallow the proposed display.
    a. The Library Display Committee will meet quarterly to review proposals for displays in the upcoming quarter which will be reviewed by City Administration prior to approval.
    b. A decision by the Library Display Committee is not subject to appeal.
2. The guidelines for Library Collection Displays include the following:
    a. Highlight or promote Library materials or services;
    b. Provide cultural or educational information;
    c. Serve community needs and interests;
    d. Provide entertainment or enlightenment;
    e. Encourage connection to community, state, or national programs, exhibitions, or events;

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f. Consistent with legal requirements and community standards (e.g. the Library will not display pornography pursuant to U.C.A. § 76-10-1203).

3. Displays may be removed or relocated by the Library at any time for any reason.
4. Displays may be challenged through the "Customer Statement of Concern" form available online at www.saratogasprings-ut.gov/library or at the Circulation Desk.

Brochures, Information Board, and/or Announcements

The information bulletin board is not monitored 24/7. Content must be posted by Library staff and meet the following criteria:

1. Information posted must be from a City partner affiliate.
2. Flyers or notices must clearly include the institution's logo and contact information.
3. Information that offers medical or health information which are not sponsored by a government entity are not permitted.
4. Do not post content that promotes a commercial entity or products.
5. Do not post content that contain threats, obscenity, profanity, graphic language, materials that would violate the law, abusive, and defamatory, sexually explicit materials, discrimination based on race, sex, sexual orientation, gender, religion, national origin, age, genome, or disability.
6. The appearance of this information does not constitute an endorsement by the Library or City, or for the information, products, or service contained therein. The Library or City does not exercise any editorial control over the information you may find at these locations. If there is a reference herein to any specific commercial product, process, or service by name, trademark, manufacturer, or otherwise, that reference does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Library or City. The views and opinions expressed herein do not necessarily state or reflect those of the Library or City and shall not be used for advertising or product endorsement. With respect to documents available from the server, the Library or City do not make any warranties, express or implied, including the warranty of merchantability and fitness for a particular purpose, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of information.

Hardcopies of information for the information board, brochures, information and/or announcements should be brought into the library front desk for review and must meet the criteria outlined above. Information not meeting these criteria will be disposed of. Allow for at least 48-72 hours for the review and posting of this information, based on staff availability.

1. Notices and/or announcements will be approved and posted in a locked display case by Library staff for a period of at least seven (7) business days.
2. Brochures will be approved and posted in the display case by Library staff for a period of at least seven (7) business days, or until there are none remaining.
3. Notices may be removed by the Library at any time for any reason.

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4. Posted information may be challenged through the "Customer Statement of Concern" form available online at www.saratogasprings-ut.gov/library or at the Circulation Desk.

XII: Customer Behavior, Service, and Expectations

The Library is open to everyone; all are welcome to use the Library's services and resources. So that all Library customers may have a pleasant experience, customers are expected to respect the rights of others and adhere to the following behavioral rules. These expectations apply equally to minors and adults. Adults are responsible for providing proper supervision of those under their care while in the Library. ~~, in accordance~~

See section XVI: Policy Violations Notification Process for the specific process of notifying customers of policy violations.

Neither the City nor the Library is responsible for a minor left in or outside of the facility.

If a customer appears to have been the victim of a crime, employees will call the necessary emergency personnel and isolate the area to protect the possible crime scene.

Abandoned Individuals

During Business Hours

If an individual has been abandoned and multiple attempts have been made to reach a responsible party and it has been longer than thirty minutes and during the library's operational hours, employees are to call the police. At no time will a single employee be alone, or out of view, with a minor who is not related to them. The individual should be provided with a seat within eyesight of the service desk.

Outside Business Hours

In the event an individual has been abandoned at closing a guardian or responsible party has not arrived within ten (10) minutes of closing, two (2) employees will wait with the individual in the Library, until law enforcement, or the guardian or responsible party arrives. At no time will a single employee be alone, or out of view, with a minor who is not related to them. The individual should be provided with a seat within eyesight of the service desk.

Behavior Guidelines

The Library's behavior guidelines are intended to maintain a considerate and orderly atmosphere, preserve easy access to Library services and resources, and to protect Library property. Individuals who willfully violate these rules are subject to exclusion from the Library;

egregious violations may result in the immediate exclusion or in longer exclusions than indicated in these guidelines.

Individuals who repeatedly violate these behavior guidelines after having been previously excluded due to Library rule violations may face a longer exclusion than indicated in these guidelines. Repeat offenders need not violate the same rule to be subject to stricter enforcement and need not be warned that their behavior is inappropriate before being excluded.

Any person who violates guidelines 1-6 while on Library premises will be immediately ejected without first being given a warning. Any person so excluded shall lose all Library privileges for a period of up to three (3) years, and the incident may be reported to the appropriate law enforcement agency.

1. Committing or attempting to commit any activity that violates any federal, state or local criminal statute or ordinance.
2. Directing a specific threat of physical harm against an individual, group of individuals, or property.
3. Engaging in sexual conduct or lewd behavior.
4. Processing, selling, distributing, consuming, or being under the influence of any controlled substance or alcohol.
5. Intentionally damaging, defacing, or destroying Library property.
6. Carrying dangerous weapons of any type, except as authorized by law.

Any person who violates guidelines 7-15 while on Library premises will be asked to leave for the day. Subsequent offenses will result in that person's immediate ejection and exclusion from the Library for a period of up to 1 (one) year.

7. Verbally or physically insulting, threatening, or harassing other customers, volunteers, or employees, including but not limited to:
    a. Stalking, staring, lurking, offensive touching.
    b. Using foul, abusive, or threatening language or gestures.
    c. Statements or behaviors which discriminate against another individual in regards to any of the federally or state identified protected classes such as, but not limited to: ethnic background, sexual orientation, genome, religious beliefs, age, gender, and/or disability.
    d. Fighting or challenging to a fight, running, pushing, shoving, or throwing things.
8. Using Library materials, equipment, furniture, fixtures, or facilities in a manner inconsistent with customary use, including but not limited to:
    a. Standing on chairs.
    b. Sitting on table tops or counters.
    c. Climbing on bookshelves or display units.
    d. Vandalizing or destroying property.

DRAFT

9. Soliciting, completion of private sales, advertising of private sales, petitioning, or distributing written materials or canvassing for political, charitable, monetary, or religious purposes inside the Library towards other customers, volunteers, or employees.
10. Any interference with free passage of Library employees or customers on Library premises, including, but not limited to:
    a. Bringing prohibited items in to the Library, including but not limited to, bicycles, shopping carts, or similar devices.
    b. Using wheeled devices in the Library building, including, but not limited to, skateboards, rollerblades, bicycles, scooters, and shopping carts (except for wheelchairs, walkers, and strollers).
    c. Motorized vehicles must provide mobility assistance and not be for recreational purposes only.
11. Not obeying all federal, state, city, and county laws and ordinances including, but not limited to, the UICAA, which prohibits smoking and vaping in public buildings.
12. Bringing non-service animals or animals not for the express intention of Library programming into the Library. Similarly, leaving animals unattended, tethered or not, outside the Library in a way that impedes other's access to the Library.
13. Violating the Internet Acceptable Use and Customer Agreement.
14. Improperly using Library restrooms, including but not limited to:
    a. Bathing.
    b. Shaving.
    c. Washing hair.
    d. Doing laundry.
15. Filming or photographing other Library customers is discouraged to protect their privacy. In the event a customer asks not to be filmed, please respect their wishes. However, the Library is considered a public location, and no Library customer shall have any expectation of privacy in the context of the 4th Amendment to the U.S. Constitution.
    a. Filming or photographing of Library employees in the public areas is permissible; however, entry to "Employee Only" areas is prohibited.
    b. A City of Saratoga Springs Special Event Permit must be obtained for filming or photographing for documentary, news, or other purpose on all City property, including the Library.
    The Library may utilize security devices including, but not limited to: video cameras, gate alarms, or other security measures, in accordance with City policy.

Any person who violates guidelines 16-17 while on Library premises may be asked to leave for the day. Subsequent offenses by that person will result in the person's immediate ejection and exclusion from the Library for a period of time up to 6 months.

16. Laying down or sleeping in the restrooms, stairwells, lobby, or on any floor or table in the facility.

DRAFT

17. Failing to comply with a reasonable employee request and/or neglecting to provide proper supervision of children or others under their care.

Any person who violates guidelines 18-21 while on Library premises will be excluded from the Library until the problem is corrected.

18. Entering the Library with inappropriate attire, examples include, but are not, limited to: wet clothing and being barefoot
19. Having offensive body odor or personal hygiene that unreasonably interferes with other customers' ability to use the Library.
20. Skateboards, scooters, rollerblades, and like equipment must be carried.
21. Engaging in conduct that disrupts or interferes with normal operations of the Library or disturbs Library employees or customers, including but not limited to:
    a. Conduct that creates unreasonable noise.
    b. Conduct that consists of loud or boisterous physical behavior.
    c. Using audible devices without headphones.
    d. Using headphones set at a volume that disturbs others.
    e. Using cellphones or other communication devices in a manner that disturbs others.
    f. Unnecessary use of personal electronic equipment, such as a phone, while requesting employee assistance.
    ~~f.~~g. Leaving personal items unattended and/or exceeding a reasonable amount and/or size.

Minors

The Library Director is authorized to establish procedures for disturbances caused by unattended minors who violate the behavior guidelines.

If a minor appears unattended and is violating the XII: Customer Behavior, Service and Expectations Behavior Guidelines, Library employees should follow prudent measures in locating the responsible party. Prudent measures are defined as, but not limited to:

1. Remaining with the minor and staying in open public areas while searching for the responsible party.
2. Initiating or maintaining as little physical contact with the minor as possible. Employees should not make physical contact with a minor if it can be avoided. There should be no contact that could be considered inappropriate or intimate.

If and when the responsible party to the unattended minor is identified, the employee shall:

1. Explain to the responsible party the behavior guideline(s) which were violated and what actions the minor was engaged in.

2. Explain to the responsible party that the minor should remain in the immediate care and vision of the responsible party.

If an unattended minor appears to have been the victim of a crime, employees will call the necessary emergency personnel and isolate the area to protect the possible crime scene.

If an unattended minor appears to have been abandoned multiple attempts have been made to reach a responsible party and it has been longer than 30 minutes and during the library's operational hours, employees are to call the police.

Events, Programs, or Activities

Events shall include offerings provided by the Library or in partnership with the Library either in the Library, other City facilities, or at off-site locations, such as, but not limited to, story time, STEAM activities, book clubs, continuing education classes, and other educational, informational, and leisure services provided by, in, or sponsored by the Library.

The Library Director, or designee, is authorized to establish registration requirements, program space limitations, and/or other procedural requirements to provide access to all events for customers with an active account. When creating these requirements, employees will consider the needs of all residents as well as all health and safety regulations.

Service to Customers with a Disability

The Library complies with the policies of the City regarding the provision of services to citizens with disabilities as required by Section 504 of the Rehabilitation Act of 1973 and the ADA.

It is the intent of the Library to comply with the provisions of the ADA. As a result, the Library wishes to establish guidelines to facilitate the provision of Library services to citizens with disabilities in accordance with the principle of reasonable accommodation and within the scope of the Library's mission, goals, and resources.

Pursuant to the ADA, no individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Library, or be subjected to discrimination by the Library. These guidelines will assist the Library to comply with the ADA.

A person is considered to be disabled for the purposes of this policy if a person has: (a) a physical or mental impairment that substantially limits 1 (one) or more of the person's major life activities; (b) a prior record of such an impairment; or (c) is regarded as having such an impairment. The Library will only require documentation of a customer's disability as allowed by Title II of the ADA.

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Service Guidelines

The following guidelines are established in fulfillment of this requirement. They are intended to be applied by all employees in carrying out the public services of the Library. Employees uncertain about how to apply the guidelines in a particular situation should, if feasible, consult with the Library Director, or designee, who should consult with the City Attorney's Office and/or HR Department.

1. General Services. The following is a list of examples that includes, but is not limited to, account registration, assistance with third-party applications, computer use, and research assistance.

   Individual customers with a disability may require assistance in order to utilize the services of the Library. Cases in which such assistance may be required include, but are not limited to: customers with visual impairment requiring assistance in reading terminal screens or reading reference materials, customers in wheelchairs requiring assistance in retrieving items from high shelves, customers with arthritis requiring assistance in using a keyboard, or customers registering for a Library card needing assistance with the tablet or application. In these and similar cases, the Library employees will:
   a. Evaluate the type of assistance needed and provide it with as much thoroughness as possible. For example, the solution may require the Library to purchase an assistive device, to assist the customer with filling out a form or using a device, or to refer the customer to another agency, such as the Library for the Blind at the Utah State Library.
   b. For cases in which a significant amount of employee time is required to meet the request for assistance, and the Library employees are not able to commit the time to provide the service under the circumstances, the employee will attempt to arrange a designated time when the service can be rendered. Extending reading from reference materials may be such a case. For situations in which it is possible, customers requiring extensive assistance can be encouraged to contact the Library to make arrangements before coming into the Library.
   c. In all cases, the Library is not required to provide an accommodation that would cause the Library undue burden such as imposing an undue financial or administrative burden on the Library or resulting in a fundamental alteration in the nature of a service. Hardship could likely exist due to the lack of resources of the Library.
      i. The Library employees should always consult with the Library Director, or designee, who should consult with the City Attorney's Office and/or HR Department, prior to making a determination that the accommodation will not be provided because it causes an undue hardship on the Library.
   d. Per the ADA, it is not required that customers specifically request a reasonable accommodation where it is apparent that the customer is a person with a disability and the Library employees are aware that such person is being excluded from

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participation or being denied the benefits of services of the Library without a reasonable accommodation. In such a case, the reasonable accommodation should be made.

   i. The Library employees should always consult with the Library Director, or designee, who should consult with the City Attorney's Office and/or HR Department, in making such determination.

2. Events, Programs, Activities, and Public Meetings. Examples of these include, but are not limited to, story time, tutoring, Board meetings, book clubs, or other events offered by the Library or in partnership with the Library.

   Individuals with a disability may require certain reasonable accommodations in order to participate in a Library-sponsored program or public meeting. Cases in which such accommodations may be desired include, but are not limited to, a sign language interpreter for the hearing impaired, magnified devices to make overhead projections clear for the visually impaired, or special assistance for a physically impaired minor to participate in a hands-on activity.

   Any customer who is deemed to be a person with a disability that is interested in attending a program and notifies the Library of the accommodation 1 (one) week before the scheduled program or 72 hours before a public meeting, should be provided reasonable accommodations in accordance with these guidelines. The Library Director, or designee, will investigate feasibility, cost, and other considerations herein. The Library will notify the customer of its findings, and will make appropriate arrangements if the accommodation is judged to be reasonable and not an undue hardship.

Requests for Accommodation

The Library Director establishes the following procedures to facilitate the efficient and effective handling of requests for accommodation.

1. Customers who wish for an accommodation should request one by filling out the "Request for Accommodation" form on the website www.saratogasprings-ut.gov/library, by emailing library@saratogasprings-ut.gov, or calling the Library directly with details of their request.
   a. Customers should be prepared to provide their name, address, phone number, email address, and Library card number (if applicable).
2. Requests should be made no later than 1 week before a scheduled program or 72 hours before a public meeting.
3. The Library Director, or designee, will work with the City Attorney's Office and/or HR Department to determine if the Library can reasonably accommodate this request.

XIII: Collection Development and Maintenance

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The Library promotes access to information by making available an eclectic, cosmopolitan collection, within the limitations of budget and space. The value and impact of any material is examined as a whole, and not on isolated words, phrases, or incidents. The Library therefore establishes the following policy for selection and de-selection of materials for the collection. This policy is intended to address materials in an array of formats as necessary to reasonably meet community needs. Nothing in this policy shall prohibit the expansion of the number of formats of Library materials as the opportunity, need, space, and funding may arise. Finally, the Library promotes and encourages the opportunity for cooperative collection development and collaboration.

Responsibility for Selection

The final authority for the determination of the policy to guide the selection and acquisition of materials is vested in the Library Board. The Library Board operates under U.C.A. § 9-7-4. The Library Board hereby delegates authority for the selection of Library materials to the Library Director and, at the Library Director's discretion, the staff.

Selectors shall, as available funding and resources allow when directed by the City Council, select materials consistent with "Criteria for Selection" of this policy and without regards to the selectors' personal attitudes toward the work, author, or subject matter. Selectors will be expected to address areas of relevancy, currency, community need, duplication (in print or electronic formats), as well as acquire a reasonable degree of subject specific knowledge to meet the challenges of their assignments.

Available electronic sources shall be considered as a valid resource for the purpose of this policy. Electronic resources are governed by the Utah State Library and/or the Beehive Library Consortium and as such are subject to the Utah State Library Collection Development Policy.

Criteria for Selection

1. Selection Inclusion. Specific criteria for inclusion may include:
    a. Importance of the subject matter to the collection.
    b. The author's significance as a writer and/or reputation.
    c. Scarcity of the material on the subject.
    d. Timeliness or permanence of the work.
    e. Availability of the material elsewhere in the area.
    f. Literacy quality.
    g. Format.
    h. Authoritativeness.
    i. Comprehensiveness.
    j. Construction quality and durability.
    k. Potential interest to people served.

DRAFT

l. Special, favorable consideration maybe given to award-winning materials in all areas.
m. Does not contain obscene materials. Material may only be deemed obscene if all of the following criteria are met:
    i. Whether the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest;
    ii. Whether the work depicts or describes in a patently offensive way, sexual conduct as defined by U.C.A. § 76-10-1201(14);
    iii. Whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
n. Whether the material violates U.C.A. § 76-10-1201 *et seq*.

2. Duplication of Materials. The Library does not, without compelling reason, seek to duplicate materials that may be available elsewhere in the community. Examples are:
    a. Research or special collections available at Brigham Young University, the University of Utah, or any other state library or facility that has resources available through ILL.
    b. Material available from Riverton Family History Center and the local Stake Family History Centers.
    c. Textbook needs of students in local schools.
    d. Materials published in a foreign language, unless community need dictates.
    e. Professional materials written primarily for specialists.
    f. Highly specialized reference materials.
3. Purchases. The Library will purchase materials from reputable vendors through various means and in accordance with City purchasing policies and practices.
    a. Purchases of materials in excess of five (5) years old (from copyright) will not be considered for the collection unless they fill a specific need such as completing a series, directly replacing lost or damage materials that would otherwise be kept or reordered, or meet another compelling criterion as approved by the recognized primary acquirer for a specific area of the Library.
        i. This does not preclude the purchase of classic[5] literature.
    b. The Library purchases only new materials.
    c. The Library will attempt to maintain a reasonable hold ratio of one (1) copy for every ten (10) customer holds; however, in the event that budget or space disallows doing so, they may choose not to purchase duplicates of materials.
        i. Multiple holds from the same household will be considered as one (1) hold.
    d. The Library will not purchase or license more than eight (8) copies of any one (1) publication at a time, regardless of the material type or format.
        i. The Library may choose to add additional donated copies of a title to increase the number of physical copies.
4. Selection Sources. Sources for selection decision encompass, but are not limited to:
    a. Recognized reviewing media, including prepublication reviews.
    b. Publishers' catalogs.

[5] Classic is defined herein as those materials that, although they have dated copyrights, have, or are expected to have, regular demand over time.

c. Respected online review sites.
d. Regular inspection and evaluation of new material.
e. Judgement of the staff based on the application of the standards selection criteria herein.
f. Customer request and recommendations which are subject to the selection criteria outlined above.

Policies Regarding Format and Classification of Materials

1. Format. These materials are selected based on various criteria of this section as it relates to other Library materials and needs of the community, which may include, but are not limited to, the following:
    a. Books. These materials include, but are not limited to, materials that are turtleback, library bound, hardback, paperback, and laminated.
    b. Digital Materials. These materials include, but are not limited to, such items as downloadable audio recordings, downloadable ebooks, downloadable periodicals, downloadable video recordings, and any combination thereof.
    c. Audiovisual Materials. These materials include, but are not limited to, such items as audio recordings, video recordings, video games, and any combination thereof.
    d. Special Collections. Other formats may include, but are not limited to, kits, games, pamphlets, maps, newspapers, pictures, large print media, and items for special collections.
    e. Other formats will be added to our collection as new technologies and innovations become available and are within budgetary constraints. Said additions will conform to the general intent of this policy and need not be specifically addressed prior to their addition to the collection.
2. Classifications. Classifications of materials may include, but are not limited to, the following:
    a. Fiction. The Library attempts to include notable classic and popular novels, short stories, poetry, and plays.
    b. Non-Fiction. The Library aims to have an authoritative, up-to-date circulating non-fiction collection for the general reader in various fields of knowledge.
    c. Young Adult Materials. Young adult materials consist of fiction and non-fiction materials and are selected to meet the information and recreational needs of young adults from ages 12 through 17.
    d. Children's Materials. Children's materials consist of fiction and non-fiction materials and are selected to meet the information and recreational needs for minors through age 12.
    e. Foreign Language Materials. Fiction and non-fiction materials selected to meet the foreign language needs of the entire community.

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Local Author Submissions

As a public library that focuses on popular materials, the Library selects titles aimed at the general reader. The primary focus of our Library is to maintain up-to-date and varied collections that reflect community interests and customer needs.

If an author wishes to submit their book for Library selectors to consider adding to the collection, they will need to review each of the following sections for important instructions and guidelines prior to filling out the "Recommendation to Purchase an Independently Published Title" form located on the website www.saratogasprings-ut.gov/library.

1. Book Reviews. Reviews from industry sources allow Library selectors to fully evaluate the book.
   a. A positive review in one or more professional library review journals will give the material an improved chance for purchase or addition to the collection. Examples of these journals include, but are not limited to, Booklist, Kirkus Reviews, Library Journal, Publisher's Weekly, and School Library Journal.
   b. Library selectors will also consider reviews published in the Salt Lake Tribune or Deseret News book sections, as well as titles featured in other local media.
   c. The author may also submit other online reviews for independently published materials, from sources such as but not limited to, Booklife, Chanticleer Book Reviews, Edelwiess, Independent Publisher, Kirkus Indie Book Reviews, NetGallery, Reedsy Best Book Review Blogs, and Wattpad.
   d. Reader Reviews: The Library will consider reader opinions based on rankings, comments, and reviews on Amazon, GoodReads, BookTok, and/or other review blogs.
2. Book Binding and Quality Guidelines.
   a. Due to the frequent use of Library materials, the quality of the book production is evaluated by Library selectors when considering the addition of materials. Books made with quality materials, attractive cover art, and/or glued or sewn bindings are preferred.
   b. Books with interactive pages designed to be filled in or torn out will not be considered for the collection.
   c. eMaterials. The Library does not currently have an independent platform to distribute digital materials. If the author has an eBook or eAudiobook they would like to have considered for purchase, they may apply to be a publisher partner with OverDrive or Boundless, our digital book vendors. Once they have been accepted and their work(s) is/are available in OverDrive and Baker and Taylors Boundless marketplace they may submit their title request through that specific platform.
3. Sending the item to the Library. If the author chooses to send us a sample copy of the item, the Library will not be able to return it. Submissions of physical items can only be received by mail at the address listed below. The Library will consider the item to be a donation and its deposition will be covered within the Gifts and Donations criteria *("Gifts and Donations."*)

~~3.~~

Items may be mailed to:

Saratoga Springs Public Library
Attn: Acquisitions
~~1307 N Commerce Dr. Ste 100~~319 South Saratoga Rd
Saratoga Springs UT 84045

Maintenance of the Collection

The Library maintains an active process for discarding outdated items, items no longer in demand, duplicate or surplus items, worn or mutilated items, and items which no longer contribute to the total collection.

Once items have been added to the Library's collection, they are managed through an assessment and evaluation process to ensure ongoing collection development goals are met, that collections remain up to date, balanced, and attractive, and that space limitations are minimized. This process identifies items for replacement, retention, or de-selection. Library employees utilize professional judgment and expertise in deciding which materials to retain, replace, repair or de-select.

1. De-selection (removing items from the collection) is an integral part of collection development. De-selected materials may be donated to the Friends of the Library or sold as surplus or sent to other non-profit organizations as donations. The Library retains those materials that continue to have enduring or permanent significance to its mission and overall collection goals.
2. Criteria: Along with the same criteria used to select new materials, general criteria for retaining, replacing, repairing, or de-selecting include:
    b. Availability of the item in alternative formats.
    c. Feasibility and cost of repair.
    d. Historical significance, interest or value.
    e. Physical condition.
    f. Relative usefulness of item.
    g. Space considerations.
    h. Superseded, inaccurate, or out-of-date content.
    i. Usage.

XIV: Gifts and Donations

The Library welcomes gifts of equipment, money, or material for their use. Books, media, and other donated materials are subject to XIII: Collection Development and Maintenance Criteria for Selection which identifies criteria that are applied to materials which are purchased.

1. Gifts and Donation Receipts. The Library will, if requested, provide a written acknowledgement of the receipt of gifts, but not an itemized list. In accordance with income tax regulations, the Library will leave the determination of value of the donation to the donor or legality of a tax deduction.

2. Donated Materials. All donations become property of the Library and the Library reserves the right to use them according to its needs. The Library is under no obligation to add materials to the collection or to notify the donor of the disposition of items. The Library retains unconditional ownership of the gift. Unused donations may be sold or disposed of through other means determined by the Library. Gifts in excess of 5 years old (from copyright) will not be considered for the collection, unless they fill a specific need. Gifts of items used for the collection are to be in new or nearly new condition.
    a. The Library encourages and appreciates gifts and donations; however, the following types of materials will not be accepted: audio and video cassettes, encyclopedias, home-made recordings, textbooks, newspaper, software, vinyl records, or extremely worn, damaged, or outdated materials.
3. Monetary Gifts. The Library is pleased to accept monetary gifts intended for the purchase of Library equipment or materials when the donors' intentions for the gift and the Library's policies align.

XV: Background Checks

The purpose of this Policy is to preserve the safety and well-being of individuals utilizing the Library and its services and others who utilize City owned, operated, and maintained facilities. The Policy requires criminal background checks for Library employees and volunteers over the age of 18. This Policy is intended to meet the requirements of U.C.A. § 9-7-218. In the event of a conflict, the more restrictive provision shall apply so long as there is no violation of U.C.A. § 9-7-218. The list of disqualifying charges (whether pending or otherwise) or convictions is listed below in XV: Background Checks Disqualifying Offenses (hereinafter referred to as "disqualifying offenses"). Use of the term "dismissed with prejudice" herein shall also include charges that were dismissed without prejudice, if and only if, the applicable prosecution agency clearly indicates in writing that charges will not be brought again in the future.

Criminal Background Check Implementation

Prior to employment or voluntary service, criminal background checks are mandatory for all Library employees and volunteers. All Library employees and volunteers are covered by this Policy, regardless of whether they are employees or volunteers.

Prior to beginning their employment or volunteer service with the Library, all prospective employees and volunteers are required to undergo a criminal background check. All employees and volunteers will be required to sign a written consent form allowing the City to order an individual criminal background check.

All signed consent forms for prospective employees must be turned in to the HR Department. All signed consent forms for prospective volunteers must be turned in to the Library Director, or designee, no later than the designated due date.

Failure to provide a completed consent form by the deadline will automatically disqualify the employee or volunteer from employment and service.

Employees and volunteers who discontinue their employment or volunteer service for longer than 12 consecutive weeks will be required to sign a new consent for another background check to be completed.

New criminal background checks will be conducted for continuing employees and volunteers every five (5) years. When a new background check is required, the employee or volunteer shall be required to sign an additional background check consent form within five (5) business days of the date it is requested and prior to the Library running the background check. If a volunteer fails to meet this deadline, the volunteer's service shall terminate automatically. If an employee fails to meet this deadline, the City shall consider termination proceedings pursuant to the Personnel Manual and U.C.A. §§ 10-3-1105—1106.

The Library reserves the right to conduct a background check of any Library volunteer or employee at any time upon a reasonable belief the employee or volunteer has committed or been charged with a new disqualifying offense.

During the term of service of an employee or volunteer, if any criminal charges are brought through a citation, Information, indictment, or other charging document against such employee or volunteer that are disqualifying offenses, the employee or volunteer is required to immediately disclose the nature of the charges to the Library Director and Human Resources Director. Failure to notify the Library Director within five (5) days of such a criminal charge being brought against a volunteer, will result in the volunteer's service terminating immediately. For an employee, failure to notify the Library Director and Human Resources Director within five (5) days of such a criminal charge being brought against the employee will result in the City considering termination proceedings pursuant to the Personnel Manual and U.C.A. §§ 10-3-1105—1106.

Background Screening Processing and Handling of Information

The City will be responsible for selecting a reporting agency or method to conduct criminal background checks. The Library Director, or designee, will administer the process of criminal background checks for volunteers. The HR Department will administer the process of criminal background checks for employees.

The HR Department is responsible for keeping the results of criminal background checks in a safe and secure location and in keeping them for the time period specified in the City's retention policy or applicable law, whichever is longer. The HR Department is also responsible for ensuring that the records are kept private and are not disseminated, except for the purposes of assisting the City in making a decision as to whether Library employees are eligible for prospective or continuing employment.

Prospective Employees

The HR Department will administer the process of criminal background checks for prospective employees. If a criminal background check for a prospective employee includes any offense, the HR Department will receive the background check from the reporting agency and will determine if there is a disqualifying offense.

Upon receiving notification of an offense, the HR Department will disqualify the individual in accordance with these Policies, and, therefore, the individual will not be allowed to be employed. The individual who has been disqualified will receive written notification informing the individual of disqualification and of the method for disputing the results of the criminal background check and the right to appeal.

If a background check indicates that a prospective employee has pending criminal charges for a disqualifying offense, the prospective employee may not be hired until there is a resolution of the charges resulting in dismissal with prejudice or acquittal. Under no circumstances will a prospective employee be hired if the prospective employee has been found guilty, entered a plea of guilty or no contest, been found guilty in absentia, or has pending charges of a disqualifying offense.

If an employee subsequently has any criminal charges brought against them that are disqualifying offenses, the employee is required to disclose the charges to the Library Director and Human Resources Director within five (5) days. The Library Director, HR Department, City Administration, and City Attorney's Office will work together to determine if the employee will be reassigned, terminated, suspended with pay, or suspended without pay until there is a resolution of the charges in favor of dismissal with prejudice or acquittal. If the proceeding results in dismissal with prejudice or acquittal the employee may resume employment. If the charges are confirmed, the City will consider termination pursuant to the Personnel Manual and U.C.A. §§ 10-3-1105—1106. If lawfully permissible pursuant to the Personnel Manual and U.C.A.§§ 10-3-1105—1106, and after following all applicable due process requirements, an employee shall not be allowed to continue employment if an employee has been found guilty, entered a plea of guilty or no contest, or been found guilty in absentia of a disqualifying offense.

Prospective Volunteers

The Library Director will administer the process of criminal background checks for prospective volunteers. If a background check for a prospective volunteer includes any of the listed disqualifications, the Library Director will receive notification that the background check revealed a disqualifying offense. Upon receiving notification, the Director will disqualify the individual from volunteer service. The individual who has been disqualified will receive written notification informing the individual of their disqualification and of the method for disputing the results of the background check and their right to respond in writing. Under no circumstances will an individual be allowed to serve as volunteer if the individual has been

DRAFT

found guilty, has entered a plea of guilty or no contest, has been found guilty in absentia, or has pending charges of a disqualifying offense.

If a background check indicates that a prospective volunteer has criminal charges pending of a disqualifying offense, the prospective volunteer will be disqualified from volunteer service until there is a resolution of the charges in the form of a dismissal with prejudice or acquittal.

Should a volunteer subsequently have any criminal charges brought against them for a disqualifying offense during their term of service as a volunteer, they are required to disclose the nature of the charges to the Library Director within five (5) days, and they will be disqualified from serving until there is a resolution of the charges in favor of dismissal with prejudice or acquittal. If the proceeding results in dismissal with prejudice or acquittal, the volunteer may resume service. If the charges are confirmed, the volunteer will be dismissed and not allowed to continue service. Under no circumstances will a volunteer be allowed to continue service if a volunteer has been found guilty, entered a plea of guilty or no contest, or been found guilty in absentia of disqualifying offense.

Disqualifying Offenses

An employee or volunteer will be disqualified and prohibited from serving if the person has been found guilty of the crimes listed below. Guilty means the person was found guilty following a trial, entered a guilty plea, entered a no contest plea, or was found guilty in absentia, regardless of the adjudication. Pending means the person has been charged, whether by citation, indictment, Information, or other charging document, but a resolution of those charges has not been reached. This Policy does not apply if criminal charges resulted in acquittal or dismissal with prejudice. This Policy shall apply if the charges resulted in being dismissed due to a mistrial unless the prosecuting attorney indicates in writing that new charges will not be brought.

1. All sexual offenses, regardless of the amount of time since the offense. Examples include, but are not limited to, child molestation, rape, sexual assault, sexual battery, statutory rape, prostitution, solicitation, and indecent exposure.
2. All felonies that constitute offenses against the person, regardless of the amount of time since the offense. Examples include, but are not limited to, criminal homicide, murder, automobile homicide, child abuse homicide, manslaughter, homicide by assault, aggravated assault, mayhem, kidnapping, human trafficking, and robbery.
3. Any crimes involving children regardless of the amount of time since the offense.
4. All felony offenses other than those against the person or sexual offenses within the past ten (10) years. Examples include, but are not limited to, drug offenses, theft, embezzlement, fraud, arson, and burglary.
5. All misdemeanors that constitute offenses against the person within the past seven (7) years. Examples include, but are not limited to, misdemeanor assault, domestic violence, and hit and run.

DRAFT

6. All misdemeanor drug and alcohol offenses within the past five (5) years or multiple instances of such offenses in the past ten (10) years. Examples include, but are not limited to, driving under the influence, misdemeanor drug possession, disorderly conduct, public intoxication, and possession of drug paraphernalia.
7. Any other offense within the past five (5) years that could be considered a potential danger to children or demonstrates a propensity for violence.

Nothing in this Policy shall be construed as a waiver or limitation of the reasonable discretion of the Library to disqualify an employee or volunteer when, in the sole opinion of the Library, after consultation with City Administration, City Attorney's Office, and/or HR Department, a charge or conviction is of such a nature that the employee or volunteer has a propensity to endanger the City, Library, public, or program participants.

Correcting Errors

The employee or volunteer is responsible for contacting the reporting agency and taking appropriate action to have the results of a criminal background check report corrected if they believe information was reported in error. The City is not responsible for errors or omissions that may be reported on criminal background checks.

Responding to and Notification of Disqualification Decisions

The City shall follow the following procedures for notification of disqualification decisions and opportunities to respond in writing or appeal decisions. This subsection Responding to Notification and Disqualification Decisions is intended to comply with U.C.A. § 9-7-218, U.C.A. §§ 10-3-1105-1106, and the Personnel Manual. In the event of a conflict between the U.C.A. provision or Personnel Manual, the U.C.A. shall take precedence.

Prospective Employees. Any prospective employee or applicant who is disqualified based on their background check will be notified that their offer letter has been rescinded and why. The prospective employee or applicant may respond in writing to the decision. The City may, but is not required to, reconsider the decision to disqualify the prospective employee or applicant.

Existing Employee. An existing employee with appeal rights pursuant to the Personnel Manual and U.C.A. §§ 10-3-1105—1106 who is disqualified pursuant to this policy shall be entitled to a pre-determination hearing, pursuant to the Personnel Manual, whether to terminate the existing employee. The City shall send the existing employee notice of the pre-determination hearing and give the employee an opportunity to respond in writing and at the hearing to the decision. The City may, but is not required to, reconsider the decision to terminate the existing employee and shall at all times follow Utah law and the Personnel Manual in making a decision to terminate.

DRAFT

Existing Employee with No Appeal Rights. For an existing employee with no appeal rights pursuant to the Personnel Manual and U.C.A. §§ 10-3-1105—1106, the City shall notify the employee of the decision and provide the employee with an opportunity to respond in writing to the decision of disqualification and termination. The City may, but is not required to, reconsider the decision to disqualify the existing employee.

Volunteers. Any volunteer applicant who is disqualified shall be notified of the disqualification decision and provided an opportunity to respond in writing.

XVI: Policy Violations Notification Process

Library employees are encouraged to communicate with customers who are violating policies in a friendly, direct manner that is proactive in discussing the issue(s) with the customer and trying to solve the situation. Consequences of violating Library policies include, but are not limited to:

1. A conversation with the customer.
2. Providing the customer with a copy of the policy which has been violated.
3. A verbal warning from a Library employee.
4. A second Library employee having a conversation with the customer.
5. Termination of the computer or technology services session or a request to leave the facility for a specified period of time.
6. Expulsion from the Library for a specified period of time.
7. Issuance of a trespass warning.
8. Suspension of Library privileges, including computer, event, or building access.
9. Revocation of Library card.
10. Criminal charges.

Employees will document all issues with more than one (1) conversation with the customer regarding their unacceptable use and/or which result(s) in the customer being asked to leave the premises for the day or longer with an Incident Report.

Incident Reports will be submitted to the Library Director, or designee, as well as the City Administration, Attorney's Office, Human Resources, and/or other offices involved in the incident, and kept on file should it be necessary to for them to review during the Appeal Process. All criminal activities will be referred to local, state, or federal law enforcement agencies, and may be subject to law enforcement agency intervention.

Customers who are removed from the Library for violating this Policy may be notified of the decision in any or all of the following methods:

1. Verbally.
2. By written notice, which may be sent via email, mail, or hand delivered.

DRAFT

a. This written notice shall include a copy of the Policy pages applicable to their violation and/or a link to the Policy posted on the website.
b. If the customer does not have an account with the Library, they may only be notified verbally.

XVII: Customer Statement of Concern

If a display, program, or item has had a "Customer Statement of Concern" form submitted within the last 12 months, the initial decision or appealed decision will be upheld and the new "Customer Statement of Concern" will be informed of the previous result(s).

1. Customer Process:
    a. Any Library customer with a valid Library card may question the presence of an item in the Library's collection.
    b. Customers must include their Library card number within their requests for material review.
        i. If the request does not include this Library card number, then the request shall be denied.
    c. Requests must state the reason why the item, request for accommodation, artwork, display, public bulletin board, brochure, information and/or announcements notice does not comply with the policy criteria herein.
        i. If the request does not specifically state the reasons for the challenge or specify the violation of policy, then in either case the request shall be denied.
    d. The Library will respond to the number of requests in chronological order, based on the number of staff resources available without compromising Library operations.
2. Process by Concern Type and Item Format. Customers shall fill out one (1) of the below indicated forms regarding their concerns. The form they complete varies with the concern type, item format, and owning institution.
    a. Concern Type
        a. Event, Programs, or Activities. Customers shall complete a "Customer Statement of Concern" form available online at www.saratogasprings-ut.gov/library ~~y~~ or at the Circulation Desk.
        b. Request for Accommodation. If a request for accommodation is denied, customers can utilize the Appeal Process outlined in this Policy document.
    b. Item Format
        a. Physical Materials. Customers shall complete a "Customer Statement of Concern" form available online at www.saratogasprings-ut.gov/library or at the Circulation Desk.

DRAFT

b. Digital Materials owned by Utah State Library or Beehive Library Consortium. Customer shall fill out the "Statement of Concern" with the Utah State Library located online at https://onlinelibrary.utah.gov/.
c. Displays. Customers shall complete a "Customer Statement of Concern" form available online at www.saratogasprings-ut.gov/library ~~y~~ or at the Circulation Desk.

3. The Library will form a review committee for any concerns submitted from the "Customer Statement of Concern" form.
    a. The committee shall consist of at least three (3) members; one (1) of whom will be from the City Attorney's Office and the Library Director, or designee.
    b. All members of the committee will review the customer statement of concern, information regarding the event, program, activity, or item, and consider if it violates any of the criteria and/or policies included herein.
    c. If an event, program, activity, or item has had a "Customer Statement of Concern" form submitted within the last 12 months, the initial decision or appealed decision will be upheld and the new "Customer Statement of Concern" submitter will be informed of the previous result(s).
    d. After review of the statement of concern, information regarding the event, program, activity, or item, and discussion amongst the committee which includes appropriate legal counsel, the Library Director will give a written response within a reasonable time period which is determined based on the number of active "Customer Statement of Concern" submissions in process, but should strive to have a response within four (4) weeks.
    e. At no time shall the Library, Library Director, nor any member of the staff discuss the challenge, either privately or in public, except through proper and adequate reporting practice by the Library Director, or designee to the American Library Association.

XVIII: Appeal Process

Due to the sensitive nature of the content requested, displayed, and/or in the public space, the Library will not consider appeals regarding decisions not to remove internet filtering or in relation to background checks. Digital materials are not governed solely by the Library and City and cannot be appealed through this process.

Any person who has a request for accommodation denied, is expelled from the Library for 24 hour or longer, whose access to Library services is revoked, or whose "Customer Statement of Concern" regarding materials, displays or events is denied may appeal these actions in writing by emailing library@saratogasprings-ut.gov within 14 days of the initial decision. Appeals requests not made within 14 days of the initial decision will be denied.

The appeal must include:

1. The subject line of the request must include "Appeal Process;"
2. Customer's First and Last Name;

3. Customer's Address;
4. Customer's Phone Number;
5. Customer's Email Address;
6. Library card number;
7. Any of the following which may be applicable;
    a. The title of the item, display or program.
    b. The initial "Customer Statement of Concern;"
    c. The initial "Request for Accommodation;"
    d. The Library's previous findings regarding the issue;
    e. Initial communication regarding why they were expelled from the Library for 24 hours or longer or whose access to Library services is revoked.

The Library will establish an appeals committee of at least five (5) members, which may be comprised of the following, who will review the appeal, incident reports, account history, and/or other information regarding the situation.

1. Request for Reasonable Accommodation Appeals Committee should consist of at least five (5) members comprised of any of the following: one (1) member of the Library Board, one (1) employee from the Library, one (1) employee from City Administration, one (1) professional librarian who is not working for the City (if available); one (1) attorney from the City Attorney's Office.
2. Customer Behavior Appeals Committee should consist of at least five (5) members comprised of any of the following: one (1) member of the Library Board, one (1) employee from the Library, one (1) employee from City Administration, one (1) employee from Human Resources; one (1) attorney from the City Attorney's Office.
3. Event, Program, or Activity Appeals Committee should consist of at least five (5) members comprised of any of the following: one (1) member of the Library Board, one (1) employee from the Library who is a librarian, one (1) employee from the Library who is a clerical member of staff, one (1) employee from City Administration, one (1) professional librarian who is not working for the City (if available); one (1) attorney from the City Attorney's Office.
4. Item which can consist of Physical Material or Display Appeal Committee which should consist of at least five (5) members comprised of any of the following: one (1) member of the Library Board, one (1) employee from the Library who is a Librarian, one (1) Employee from the Library who is a clerical member of staff, one (1) employee from City Administration, one (1) professional librarian who is not working for the City (if available); one (1) attorney from the City Attorney's Office.

At no time shall the Library Board, Appeals Committee, its members, the Library Director, or designee, nor any member of the staff discuss the appeal, either privately or in public except through proper and adequate reporting practice by the Library Director, or designee, to the American Library Association.

All determinations of the Appeals Committee are final.

Review and Determination of Qualification for Appeal

After review of the appeals request and discussion with appropriate legal counsel, the appeals committee will give a written response within a reasonable time period which indicate they have chosen to do one (1) of the following at the next regularly scheduled Library Board meeting:

1. Refuse to consider the appeal.
2. Hear the appeal and render a decision at the next regularly scheduled Library Board meeting.
    a. If the appeal will be scheduled to be read at the next regularly scheduled Library Board meeting, the Library's decision will stand until the appeal is heard.

Appeal Hearing

The "Customer Statement of Concern" submission and Library decision will be discussed in an open and public Library Board meeting, with a quorum present, where legal counsel (if retained) of both parties is invited to be present.

The review will occur in a manner that grants to each side equal time.

All conversations and behaviors of Library Board members, employees, and the public shall be required to conform to the "Behavior Guidelines" within this document. If remarks or comments made by either party do not conform to the guidelines, the conversation will be halted and the Appeals Committee will make a recommendation based on the written findings.

A finding will be made by the Appeals Committee and a public vote will be held by the Library Board to do one (1) of the following:

1. Remove the item or display from the Library.
2. Relocate the item in question to a different section of the Library, for example, a children's title can be relocated to the adult collection.
    a. If this option is chosen, the Committee should identify what section the item should be relocated into with input from Library employees.
3. Cancel the program in question.
4. Allow the Library's previous decision to stand.

All determinations of the Appeals Committee are final.

DRAFT

RESOLUTION NO. R25-58 (11-18-25)

A RESOLUTION OF THE CITY OF SARATGOA SPRINGS, UTAH, AMENDING THE LIBRARY PLANNING AND POLICY MANUAL.

WHEREAS, the City of Saratoga Springs, Utah (City) operates a Library department that provides for educational and leisure opportunities for City residents and;

WHEREAS, Section 3.05.03 of the City Code provides that the Library Advisory Board serves in an advisory capacity to the City Council; and

WHEREAS, the Library Advisory Board has reviewed and recommended the approval of the Library Planning and Policy Manual amendments; and

WHEREAS, on November 18, 2025, the City Council met in regular session to discuss, among other things, the proposed Library Planning and Policy Manual updates, attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah, that the Library Planning and Policy Manual, attached hereto as Exhibit A and incorporated herein by this reference, is hereby amended to govern the Library its operations, volunteers and employees.

BE IT FURTHER RESOLVED that this resolution shall take effect December 10, 2025.

Passed on the 18th day of November, 2025.

_____
Jim Miller, Mayor

Attest: _____
City Recorder

EXHIBIT A

Library Planning and Policy Manual

Staff Report

Author: Kyle Kingsbury, Engineer II
Subject: Revisions to the City's Standard Technical Specifications and Drawings
Date: November 18, 2025
Type of Item: Legislative

A. Summary: The Engineering Department proposes to revise the intersection grading standards of local roadways and remove utility company signatures on the Standard Plat in the City's Standard Technical Specifications and Drawings. Much of the remaining land to be developed in the west part of the City will be on the foothills of Lake Mountain. As a result of the steeper natural grades in hillside development area, a slightly steeper intersection grade and slightly steeper vertical curve on local roads will be allowed if speed limit is reduced to 20mph. This will reduce the amount of cut and fill grading needed to develop local roadway intersections in the hillside development area while not exceeding published industry standards. Also, state law does not require utility company signatures to be on the Plat and the City believes the Plat recordation process will be more efficient if the utility signature blocks are removed from the Plat.

B. Funding Source: Not applicable.

C. Review: The proposed revisions have been reviewed by staff and have been found to be acceptable and in legal form. The Planning Commission forwarded a positive recommendation.

D. Staff recommends that the City Council adopt the proposed revisions to the City's Standard Technical Specifications and Drawings, with the following proposed motion:

Adoption

"I move to adopt these proposed revisions to the City's Standard Technical Specifications and Drawings."

Adoption with Modifications

"I move to adopt these proposed revisions to the City's Standard Technical Specifications and Drawings with the following modifications:"

1. _____
2. _____

3. _____

Denial

"I move to keep the City's Standard Technical Specifications and Drawings unchanged."

E. Attachments:

1. Proposed revisions to the Street Design Standards Section 00600 Table 6 of the City's Standard Technical Specifications and Drawings.
2. Proposed City Standard Plat Template.

TABLE 6 CONTINUED

Roadway Design Standards				
DESIGN ELEMENT	**LOCAL**	**COLLECTOR**	**MINOR ARTERIAL**	**MAJOR & ~~PRINCIPLE~~ ARTERIAL**
Posted Speed	**25mph**	**30mph**	**40mph**	**55mph**
Horizontal Design Elements				
Minimum Mid-Block Centerline Curve Radius				ed and superelevation. Refer to Geometric Design of Highways and
Maximum Superelevation Rate	2%	4%		
Intersections				
Intersection Sight Distance	Refer to AASHTO: A Policy on Geometric Design of Highways and Streets, Latest Edition			
Minimum Corner Curb Radius at TBC	25	25	35	40
Minimum Angle of Intersection	90º is desired. Where excessive physical constraints exist, the following minimum angles may be allowed if approved by City Engineer: local / local intersections 70º, collector / local or collector / collector intersections 80º, any intersection with City minor arterials or City major arterials 80º minimum.			
Maximum Centerline & Lane Offset Across Intersection	0' offset is desired. Where excessive physical constraints exist, up to 2' maximum offset may be allowed if approved by City Engineer.			
Curves and Centerline Angle Points in Intersection	Curves in an intersection and within 100 ft of the PC curb return of an intersection are discouraged. Centerline angle points are not allowed in intersections and are discouraged within 100 ft of the PC curb return of an intersection.			
Maximum Centerline Grade[c] at Intersection	5% or 2%[d] [e]	5% or 2%[d]		
Vertical Tie-In	Lower streets shall match the centerline crowns in an intersection. Higher streets shall tie in 10' off the centerline of local streets and at the edge of the outside travel lane of other streets.			

Principal

Add language: "If the roadway centerline grade is 5% or less, then"

(except through intersections)

[a] A maximum running slope of 12% is allowed in purely-residential areas. It must be shown how bus service is provided to areas with streets greater than 10%.

[b] Maximum grade break of 2% along TBC with Minimum length of 25 feet between breaks.

[c] Grade must extend to the PC/PT of the intersecting street.

[d] Per PROWAG R302.5.2.1 Where a *pedestrian access route* is contained within a *crosswalk* at an intersection approach with yield or stop control devices, the cross slope of the *pedestrian access route* shall be 1:48 (2.1%) maximum. Per PROWAG R302.5.2.2 Where a *pedestrian access route* is contained within a *crosswalk* at an uncontrolled approach or crosswalk with traffic signal PROWAG R302.5.2.3, the cross slope of the *pedestrian access route* shall be 1:20 (5.0%) maximum.

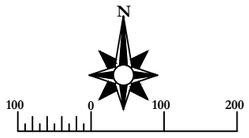
[e] 6% maximum centerline grade at an intersection and posted speed vertical curve K-values are allowed when all of the following conditions exist:

A. The area is in the Hillside Development Area;
B. Cuts/Fills for road construction are 10ft or greater even when Table 6 proposed vertical curve K-values, intersection grades, and road grades are maximized; and
C. The posted speed approaching the intersection is reduced to 20mph.

STANDARD PLAT FORMAT

PLAT NAME AND PHASE

LOCATED IN A PORTION OF THE _____ QUARTER OF SECTION__,
TOWNSHIP __ SOUTH, RANGE __ WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH



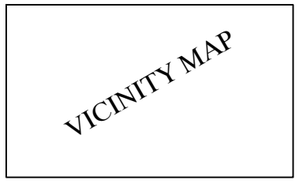
SCALE IN FEET
TYPICAL:1" = 30' MAX:1" = 100'

LEGEND

DATE OF PREPARATION

- EXISTING SECTION CORNER (FOUND) (AS DESCRIBED)
- PHASE 1 BOUNDARY LINE
- STREET CENTERLINE
- PROPOSED STREET MONUMENT
- MONUMENT TO MONUMENT TIE
- PARCEL DEDICATION TO SARATOGA SPRINGS
- EXISTING RIGHT-OF-WAY OVER THE WEST 33.00 FEET OF THE PROPERTY IN SECTION 2
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENTS

VICINITY MAP



DATA TABLE

INFORMATION	AC	SQ FT.	%TOTAL	#	NOTES
TOTAL PROJECT AREA	13.9	607182	100%		
SENSITIVE LANDS	0.2	7503	1%		7% OF OPEN SPACE
OPEN SPACE	2.3	101750	17%		
BUILDABLE LAND	8.1	354478	58%		
ROW AREA	3.5	150954	25%		
LANDSCAPING AREA	4.3	199518	33%		
LOTS				61	
NET DENSITY DWELLINGS BY ACRE				4.4	

EXAMPLE

CENTERLINE CURVE TABLE

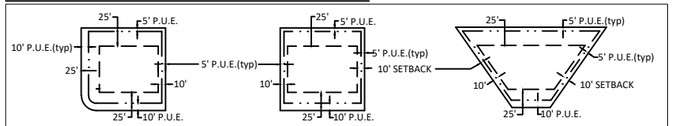
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
CL1	200.00	202.46	57°59'57"	110.86	193.92	N29°16'01"E
CL2	200.00	111.64	31°58'58"	57.32	110.20	S15°43'26"E
CL3	345.00	191.93	31°52'38"	98.52	189.47	S15°47'45"E

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C6	225.00	59.81	15°13'53"	30.08	59.64	N50°39'03"E
C7	15.00	13.62	52°01'12"	7.32	13.16	S32°15'24"W
C8	50.00	5.12	05°51'42"	2.56	5.11	N09°10'38"E

ENGINEER'S NAME:_____
ENGINEER'S ADDRESS:_____
DEVELOPER'S NAME:_____
DEVELOPER'S ADDRESS:_____

TYPICAL SETBACK & P.U.E. DETAILS



CORNER LOT | INTERIOR LOT | CUL-DE-SAC OR KNUCKLE LOT

EXAMPLE ONLY: CHECK CITY ZONING ORDINANCES FOR SETBACK AND P.U.E STANDARDS.

ITEMS REQUIRED FOR FINAL PLAT:

-INCLUDE ALL ITEMS REQUIRED ON PRELIMINARY PLAT (EXCEPT CONTOURS)
-STREET MONUMENTS
-BUILDING SETBACKS
-PUBLIC UTILITY EASEMENTS, ACCESS EASEMENTS, MAINTENANCE EASEMENTS, EXISTING EASEMENTS
-PROPOSED STREET NAMES
-INTERSECTION ADDRESSES
-LOT ADDRESSES
-TYPICAL LOT DETAILS SHOWING BOTH CORNER AND INTERIOR LOTS
-VICINITY MAP
-PLAT NOTES
-PHYSICAL MARKERS SHALL BE PLACED AT EACH LOT CORNER
-IF PROPERTY CONTROLLED BY PUBLIC AGENT OR UTILITY COMPANY, APPROVAL FOR LOCATION, IMPROVEMENT, AND MAINTENANCE MUST BE SHOWN
-ELECTRONIC COPY THAT IS COMPATIBLE WITH CITY'S AUTOCAD MAPPING SYSTEM SHALL BE SUBMITTED
-FOR PLATS WITH OPEN SPACE, COLLECTOR ROAD PARKSTRIP, MINOR ARTERIAL ROAD PARKSTRIP, OR ARTERIAL ROAD PARKSTRIP, PROVIDE CALLOUTS ON THE PLAT DETAILING OWNED BY__, INSTALLED BY __, AND MAINTAINED BY __.

"FOR ALL SIDE BY SIDE ATTACHED PRODUCT IDENTIFY THE FRONT FACADE ON THE PLAT"

PLAT REQUIREMENTS

-FINAL PLAT SHALL BE PREPARED ON A SHEET OF APPROVED REPRODUCIBLE D-SIZE MYLAR AND MADE WITH TEXT NOT LESS THAN ONE-TENTH INCH IN SIZE, SHALL BE SO DRAWN THAT THE TOP OF THE SHEET FACES EITHER NORTH OR EAST, WHICHEVER ACCOMMODATES THE DRAWING BEST.
-ACCURATE LINES MUST BE DRAWN FOR ALL LINES, ANGLES AND CURVES USED TO DESCRIBE BOUNDARIES, BLOCKS, LOTS, STREETS, ALLEYS, EASEMENTS, AREAS TO BE RESERVED FOR PUBLIC USE AND OTHER IMPORTANT FEATURES.
-BOUNDARY LINES SHALL BE DRAWN HEAVIER THAN STREET AND LOT LINES.
-MONUMENTS SHALL BE INSTALLED BY THE SUBDIVIDER'S ENGINEER OR LAND SURVEYOR AT SUCH POINTS DESIGNATED ON THE FINAL PLAT AS ARE APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT.
-MONUMENTS MUST BE PLACED PRIOR TO FINAL BOND RELEASE.
-THE UTAH COUNTY RECORDER'S OFFICE MAY HAVE ADDITIONAL RECOMMENDATIONS

STANDARD PLAT NOTES

1-PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE ___ DAY OF ___, 20__.
2-PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3-THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
4-PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. __," WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.
5-BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
6-REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
7-NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
8-A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY __ [GEOTECHNICAL ENGINEER], WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT.
9- AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
10- DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
11- PARKSTRIPS SHALL BE LANDSCAPED AND MAINTAINED BY THE PROPERTY OWNER WHO ABUTS THE PARKSTRIP, UNLESS OTHERWISE NOTED ON AN APPROVED AND RECORDED SUBDIVISION PLAT.

NOTES FOR PLATS WITH COMMON AREA

For Plats with an HOA

11-ANY UTILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY SHALL BE PRIVATELY OWNED AND MAINTAINED, UNLESS OTHERWISE SPECIFIED ON THE PLAT AND ACCOMPANIED BY RECORDED MAINTENANCE EASEMENTS IN FAVOR OF THE CITY.
12-ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
13-TRAILS WITHIN PRIVATE OPEN SPACE OR COMMON SPACE ARE PUBLIC ACCESS EASEMENTS AND TRAIL SURFACE SHALL BE MAINTAINED BY (INSERT NAME OF HOA OR CITY).
14-LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S."
15-COMMON AREAS ARE CONVEYED TO (INSERT NAME OF HOA).
16-COMMON AREAS AND LIMITED COMMON AREAS ARE BLANKET UTILITY EASEMENTS FOR THE CITY OF SARATOGA SPRINGS AND ARE ASSIGNABLE AT THE CITY'S DISCRETION TO OTHER PUBLIC UTILITIES.

ITEMS REQUIRED FOR PRELIMINARY PLAT:

-SECTION INFORMATION - TWO OR MORE CORNERS IF POSSIBLE
-BASIS OF BEARING CLEARLY LABELED
-BOUNDARY CLEARLY SHOWN AND DIMENSIONED WITH LEGAL DESCRIPTION
-POINT OF BEGINNING CLEARLY LABELED
-BENCHMARK FOR PROJECT HORIZONTAL AND VERTICAL CONTROLS
-BOUNDARY LINES OF ADJACENT TRACTS OF UN-SUBSIDIZED LAND
-THE 100-YR FLOOD LEVEL OF ALL WATERCOURSES INDICATED WITH VERTICAL DATUM
-SURROUNDING PROPERTY OWNERSHIP
-LOCATION OF AND DIMENSIONS TO THE NEAREST BENCH MARK OR MONUMENT ON TWO OPPOSITE SIDES OF THE PLAT
-PROPERTIES LOCATED IN THE SENSITIVE LANDS OVERLAY ZONE
-LOT SIZE CLEARLY LABELED IN SQ. FT. & ACRES WITH LENGTH & WIDTH
-NORTH ARROW
-DRAWING SCALE CLEARLY MARKED AND NOT LESS THAN 1" = 100'
-AREAS WITH SLOPES LESS THAN 30%, 30-40%, 40-50% AND > 50%
-IDENTIFIED NATURAL HAZARDS, INCLUDING AREAS SUBJECT TO AVALANCHE, LIQUEFACTION, DEBRIS FLOWS, AND SURFACE FAULT RUPTURE

There will need to be a notary for each owner's signature if multiple owners sign in front of different notaries. Please add an owner's acknowledgment signature block for each owner who signs the plat.

SURVEYOR'S CERTIFICATE

I, the undersigned surveyor, do hereby certify that I am a professional Land Surveyor and that I hold a license (number shown below) in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land situated in the Quarter of Section , Township South, Range East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point....

Acres:____# of lots _____

Date _____ Surveyor's Name
License no. _____

OWNER'S DEDICATION

Know all men by these presents that the undersigned owner(s) of the above described tract of land have caused the same to be subdivided into lots, parcels, and streets, together with easements and rights-of-way, to be hereafter known as:

XXXXX

and do hereby dedicate for the perpetual use of the public and City all parcels, lots, streets, easements, rights-of-way, and public amenities shown on this plat as intended for public or City use. The owner(s) and all agents, successors, and assigns voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street, easement, or right-of-way that will interfere with the City's use, maintenance, and operation of the street or utilities. The owner(s) and all agents, successors, and assigns assume all liability with respect to the creation of this subdivision, the alteration of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision, and the development activity within this subdivision by the owners and all agents, successors, and assigns. The owner hereby conveys the Common Area, as indicated hereon, to the (insert name of HOA), a Utah Nonprofit Corporation, with a registered address of (insert address).

In witness whereof I have set forth my hand this___day of_____, A.D. 20__.

Signature | Print Name | Title & Entity

Signature | Print Name | Title & Entity

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Utah

On this____day of_____, 20__, personally appeared before me

Print Name | Title | Entity

who being by me duly sworn, did prove to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this plat with full authority of the owner(s).

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature | Commission Number

Print Name As Commissioned | My commission expires
A Notary Public Commissioned In Utah

APPROVAL BY LEGISLATIVE BODY

The City Council of the City of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.
This_____, day of_____, A.D. 20___.

City Mayor | Attest _____ City Recorder (See Seal Below)

BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE: (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(6)(c)(i). THE FOLLOWING NOTES ARE NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DO NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES.

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 10-9a-601 et seq. ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   a. A RECORDED EASEMENT OR RIGHT-OF-WAY
   b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   c. TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   d. ANY OTHER PROVISION OF LAW

APPROVED THIS _____ DAY OF _____ 20__

ROCKY MOUNTAIN POWER

ENBRIDGE GAS UTAH

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8a, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY NOTE ON THE PLAT; AND (C) GUARANTEE ANY TERMS OR CONVEY ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS _____ DAY OF _____ 20__

BY _____

TITLE _____

For plats with an existing natural gas easement use the following text in place of the text outlined: APPROXIMATE THE LOCATION OF ENBRIDGE'S RIGHT-OF-WAY/EASEMENT(S) AND EXISTING UNDERGROUND FACILITIES BUT DOES NOT WARRANT OR VERIFY THEIR PRECISE LOCATION.

CENTURY LINK

Approved this ___ day of _____, A.D. 20____

CENTURY LINK

COMCAST CABLE TELEVISION

Approved this ___ day of _____, A.D. 20____

COMCAST CABLE TELEVISION

PLANNING DIRECTOR

Approved by the Planning Director on this ___ day of _____, A.D. 20____

PLANNING DIRECTOR

LAND USE AUTHORITY

Approved by the Land Use Authority on this ___ day of _____, A.D. 20____

LAND USE AUTHORITY

SARATOGA SPRINGS ATTORNEY

Approved by Saratoga Springs Attorney on this ___ day of _____, A.D. 20____

SARATOGA SPRINGS ATTORNEY

CITY ENGINEER

Approved by the City Engineer on this ___ day of _____, A.D. 20____

CITY ENGINEER

FIRE CHIEF

Approved by the Fire Chief on this ___ day of _____, A.D. 20____

CITY FIRE CHIEF

LEHI CITY POST OFFICE

Approved by Post Office Representative on this ___ day of _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

PLAT NAME AND PHASE

LOCATED IN A PORTION OF THE _____ QUARTER OF SECTION __,
TOWNSHIP __ SOUTH, RANGE __ WEST,
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

SURVEYORS SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

ORDINANCE NO. 25-66 (11-18-25)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, AMENDING THE STANDARD TECHNICAL SPECIFICATIONS AND DRAWINGS MANUAL FOR THE CITY OF SARATOGA SPRINGS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Saratoga Springs last adopted updates to the Engineering Standard Technical Specifications and Drawings manual ("Engineering Standards") on January 7, 2025; and

WHEREAS, the City needs to have current standard technical specifications and drawings with respect to the development and installation of public improvements; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare that the attached modifications and amendments to the City's Standard Technical Specifications and Drawings be adopted.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I - ENACTMENT

The amendments to City's Standard Technical Specifications and Drawings attached as Exhibit A.

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:

1. deposit a copy of this ordinance in the office of the City Recorder ; and
2. publish notice as follows:
   a. 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
   b. 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 18th day of November, 2025.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, 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

Amendments to Engineering Standard Technical Specifications and Drawings Manual

MINUTES – City Council Meeting

Tuesday, October 21, 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.

1. **Roll Call** – A quorum was present.
   Present: Mayor Jim Miller, Council Members: Audrey Barton, Chris Carn, Michael McOmber, Lance Wadman Stephen Willden.
   Staff: City Manager Mark Christensen, Assistant City Attorney Rulon Hopkins, Assistant City Manager Owen Jackson, Planning Director Sarah Carrol, Community Development Director Ken Young, Public Works Director Jeremy Lapin, PR Manager AnnElise Harrison, City Recorder Nicolette Fike, Deputy City Recorder Heather Washburn, Planner II Kendall Black.
   Others: Caleb Baswell, Brandon Ames, Emma Wilson, Scott Johnson, K.C. Bills, Tyler Roberts, Bert Sharp, Beny Becker, Kyle Wallar, Jonathan Ward.
2. **Moment of Reflection –** given by Councilmember Willden.
3. **Pledge of Allegiance** – led by Natalie Hooker from BSA Troop 8.
4. **Public Input** –
   Caleb Buswell spoke against the annexation, noted traffic issues regarding the annexation and congestion issues.
   Public Input closed by Mayor Miller.

REPORTS

1. **Mayor:** no report given.
2. **City Council:** Councilmember Barton reflected on her library tour and expressed her appreciation to the library staff for a wonderful job done with the library.
3. **Administration:** no report given.

CONSENT ITEMS

1. **Agreement for American Fork-Dry Creek Watershed, between American Fork City, Lehi City, and Saratoga Springs, and the Natural Resources Conservation Service (NRCS). Resolution R25-53 (10-21-25).**

2. **Approval of Minutes: October 7, 2025.**

Motion made by Councilmember Carn to approve the Consent items as listed on the Agenda. Seconded by Councilmember McOmber.
Vote:

Council Member Barton	**Yes**
Councilmember Carn	**Yes**
Councilmember McOmber	**Yes**
Councilmember Wadman	**Yes**
Councilmember Willden	**Yes**

Motion passed 5-0.

BUSINESS ITEMS

1. **Site plan for Harvest Point Commercial Plat A Lot 2, Located 2093 N. Hillcrest Road. K.C. Bills as applicant.**

DRAFT

Planner II Kendall Black presented the item, he noted uses include a medical and professional office.

Councilmember McOmber noted that increased development and traffic may lead to more drivers seeking direct northbound routes. He felt there may be a need for a further traffic light warrant study in the area.

Motion made by Councilmember Carn to approve the Site plan for Harvest Point Commercial Plat A Lot 2, Located 2093 N. Hillcrest Road. K.C. Bills as applicant, with Staff findings and conditions. Seconded by Councilmember Willden.
Vote:

Councilmember Barton	**Yes**
Councilmember Carn	**Yes**
Councilmember McOmber	**Yes**
Councilmember Wadman	**Yes**
Councilmember Willden	**Yes**

Motion passed 5-0

Mayor Miller asked the City Manager to follow up with UDOT to ensure compliance with existing agreements to minimize traffic disruptions during peak travel times.

2. **Bid approval for City Entry Monument located at SW corner of Riverside Dr. and Crossroads Blvd. at Steele Ridge Plaza. City initiated. Resolution R25-54 (10-21-25).**

Community Development Director Ken Young provided an overview of the previously approved development agreement between the City and Steele Ridge development. An RFP was issued for the City Entry Monument project, and two proposals were received. A review team, including two Council members, reviewed the proposals and recommended awarding the bid contract to blu/JLR contractors, noting they expect to present conceptual plans in November.

Motion made by Councilmember McOmber to approve the Bid approval for City Entry Monument located at SW corner of Riverside Dr. and Crossroads Blvd. at Steele Ridge Plaza. City initiated. Resolution R25-54 (10-21-25). Seconded by Councilmember Barton.
Vote:

Councilmember Barton	**Yes**
Councilmember Carn	**Yes**
Councilmember McOmber	**Yes**
Councilmember Wadman	**Yes**
Councilmember Willden	**Yes**

Motion passed 5-0

3. **Review and possible approval of Public Infrastructure District policy. Resolution R25-55 (10-0725**

City Manager Mark Christensen presented the Public Infrastructure District (PID) Policy. The Policy Statement addresses the criteria under which the City will consider applications for proposed PIDs.

Jonathan Ward from Zion's Financial Services was present to answer questions and assist with the discussion. He provided an overview of Public Infrastructure District policies and advised it helps council respond to applications having "guardrails" in place ahead of time.

Councilmember McOmber noted that some of the redundancies mentioned can be cleaned up in the next revision. He appreciated the quality and explained to residents in attendance the purpose of a PID.

Councilmember Barton discussed a workshop she attended regarding affordable housing., She had questions about whether the PID policy will be used in conjunction with Area Median Income (AMI)

City Manager Mark Christensen explained how AMI can factor into whether a developer's project qualifies for a PID. He clarified that adopting a PID policy would not obligate approval of future PIDs but would serve as a framework for evaluation projects that provide public benefits such as affordable housing.

DRAFT

Councilmember Willden Councilmember Willden noted that under the "Letter of Intent Contents" section, (pg. 3) 2.B.V.c, he felt it would sound like an exception to developers and would suggest striking that paragraph. Council members shared consent.

Councilmember Willden continued with concerns on page 7, section 3.A. Criteria for Evaluating Proposed Public Infrastructure Districts, He suggested items I., II., & VI. should remain "shall" the rest could be "may", so it shows which items are the most significant to look at. He suggested striking section III. Because there was already state code on that. After further clarification it was decided to strike the "multimodal transportation", and "transit orient development" wording.

In the same section 3.A. II. Councilmember Willden would like to insert the word "significant" or "major." "Provision of and "significant" contribution to needed City infrastructure;".

Mayor Miller requested a future amendment of the PID policy to address a percentage requirement for owner-occupied housing, which would help align with the Governor's office to help with home ownership rather than a business owning a large amount for rentals. Mayor and Council directed staff to come back with a recommendation on that.

Councilmember Wadman had investigated what the benefits to the citizens would be with PIDs. He noted this didn't need to be used for every PID request or every development, and it approving the policy did not approve every application that comes into the city. He surmised a PID may help with infrastructure coming first or before full buildout, and noted it was a tax on the home.

Jonathan Ward reviewed other tools that have been made available to help with affordable housing but have not been used yet. He noted that, contrary to early expectations, PIDs have not significantly improved housing affordability and may have increased housing costs in other areas.

Councilmember McOmber received clarification that there was a minimum requirement of 500 acres and noted the PID policy ensures that smaller developments, such as single-block neighborhoods, are not eligible to apply for a PID due to the scale and requirements involved.

Motion made by Councilmember McOmber to approve the Public Infrastructure District Policy, Resolution R25-55 (10-07-25) with any staff findings and conditions in the report. Adding the following conditions: that any non-substantive changes and clean up of redundancies be delegated to staff; that the paragraph in section 2.B.V.c, be stricken; in section 3.A. paragraphs I., II., & VI. should remain worded "shall" and the remaining paragraphs change to "may"; under section 3.A.III., strike the phrase "multimodal transportation, transit oriented development"; have staff come back to the next council meeting with criteria for owner-occupied language added to prevent large corporate holdings in a community, with the intent that any application coming in would need to follow that future addition to the policy; and, adding the word "significant" in paragraph 3.A.II. as previously indicated. Seconded by Council Member Barton.

Further Discussion:

Councilmember Carn noted that while he was fine having the policy in place, he struggled to find any benefit to the community in having a PID. He referenced earlier comments from the financial advisor that PIDs do not help with affordable housing. Councilmember Carn felt that they made housing more expensive and commented that it would be interesting to see when an application comes in what value it would bring to the city, because he did not see any now.

Councilmember Willden asked if they would entertain an amended motion that added the word "significant" in relation to the preservation or creation of open space in section 3.A.VI., similar to what was discussed before.

Councilmember McOmber amended the motion to include a condition adding the word "significant" in front of "open space" in section 3.A. paragraph VI. Seconded by Council Member

DRAFT

Barton.

Councilmember Willden noted he is approving this to hopefully help get the extension of Mountain View Corridor further south in the City to help alleviate traffic.

Council Member Barton noted that we need this policy in place, even if we never approve a PID in the future. Councilmember McOmber concurred noting he would rather write the policy than have it come from the state.

Mayor Miller asked for a roll call vote.

Vote:

Councilmember Barton	**Yes**
Councilmember Carn	**Yes**
Councilmember McOmber	**Yes**
Councilmember Wadman	**Yes**
Councilmember Willden	**Yes**

Motion passed 5-0

Mayor Miller restated how a PID did not create affordable housing.

4. **Intent to Annex SITLA Saratoga Springs Annexation (Three Canyons), 1209.952 acres, Located at approximately Grandview Boulevard and Stillwater Drive along the current and future Mountain View Corridor right-of-way, west of Jacob Ranch and south of Brixton Park Drive. Larry H. Miller Real Estate – Brandon Ames, as applicant. Resolution R25-56 (10-21-25).**

Planning Director Sarah Carrol presented the annexation application submitted by Larry H Miller Real Estate for over 1,200 acres of property owned by the State of Utah's Trust Lands Administration. She explained the intent is to bring this parcel into the City for residential development with two potential commercial nodes, matching the City's current General Plan Land Use designations. It is anticipated that Mountain View Corridor will extend through the majority of the property.

The Applicant was present and available to answer questions.

Planning Director Sarah Carrol announced the earliest possible date for the related Public Hearing could be December 2, 2025, and wanted to clearly specify that the applicant is Larry H. Millar, but the landowner does also have to sign the applicate.

Councilmember McOmber expressed his desire and appreciation for public input surrounding the annexation.

Councilmember Carn outlined that the Intent to Annex is a procedural step in the annexation process and was skeptical all involved parties could come to an agreement within the near future. He expressed his requirement for a more detailed plan for an agreement, including road commitments, before he would be willing to vote for the annexation in the future, mentioning it would not stop him from voting for the intent to annex now.

Councilmember McOmber felt a more detailed plan at this stage was not necessary, indicating previous annexation examples where an entire development plan was not yet in place.

City Manager Mark Christensen explained that the Applicant is coming in under the Planned Community application, mentioning a previous work session with potential density caps tied into road commitments. He emphasized the importance of establishing an agreement with defined parameters before annexation, as doing so afterward could reduce the City's flexibility in future negotiations. He discussed limiting the percentage of total housing units allowed until there is a documented commitment from an entity other than the City to fund the necessary road and infrastructure improvements.

Planning Director Sarah Carrol gave a project update and indicated that there should be a work session with the Council and Applicant on November 18, 2025.

DRAFT

Councilmember Willden agreed he would like to see specific numbers of units and parameters limiting the number of units until there is a commitment using non-City funding to extend a major road, such as Mountain View Corridor, to the property.

Mayor Miller wanted to see conservation easements for the open spaces in the development in writing.

Councilmember Wadman expressed his sympathy with the public regarding the traffic and ensuring the infrastructure is in place and agreed upon; he expressed his commitment to hearing more public input and further discussions regarding the potential annexation.

Councilmember Barton reiterated the work they put in outside of Council Meetings to thoroughly research items such as this annexation.

Motion made by Councilmember McOmber to approve the Intent to Annex SITLA Saratoga Springs Annexation (Three Canyons), 1209.952 acres, Located at approximately Grandview Boulevard and Stillwater Drive along the current and future Mountain View Corridor right-of-way, west of Jacob Ranch and south of Brixton Park Drive. Larry H. Miller Real Estate – Brandon Ames, as applicant. Resolution R25-56 (10-21-25). Seconded by Councilmember Barton.

Vote:

Councilmember Barton	**Yes**
Councilmember Carn	**Yes**
Councilmember McOmber	**Yes**
Councilmember Wadman	**Yes**
Councilmember Willden	**Yes**

Motion passed 5-0

CLOSED MEETING

Motion by Councilmember Carn to enter into closed meeting for the purchase, exchange, or lease of property, discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual. Seconded by Councilmember McOmber.

Vote:

Council Member Barton	**Yes**
Council Member Carn	**Yes**
Council Member McOmber	**Yes**
Council Member Wadman	**Yes**
Council Member Willden	**Yes**

Motion passed 5-0

A short break was taken.

Meeting commenced at 7:16 p.m.

Present: Mayor Miller, Council Members Audrey Barton, Lance Wadman, Stephen Willden, Michael McOmber, Christopher Carn. City Manager Mark Christensen, Assistant City Manager Owen Jackson, Assistant City Attorney Rulon Hopkins, Deputy City Recorder Heather Washburn, Public Works Director Jeremy Lapin

Closed Meeting ended at 7:34 p.m.

ADJOURNMENT

Meeting Adjourned Without Objection at **7:34 p.m**. by Mayor Jim Miller.

_____ _____

Mayor Jim Miller Date

_____

City Recorder

DRAFT

City Council
Staff Report

Author: **Spencer Quain, Budget Administrator**
Subject: **Budget Amendment**
Date: **November 18th, 2025**
Type of Item: **Resolution**

Summary Recommendation: Staff recommends approval of the following by resolution amending the budget for the fiscal year 2025-26.

Description

A. Topic

This is the second budget amendment for the fiscal year 2025-2026.

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 2025-26.

2025-2026 Budget Amendment #2						
G/L Account	**Department**	**Description**	**Current FY 2026 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						
Expenditures						
10-4220-700	Fire	Capital Outlay	$ 83,206	$ 429,416	$ 346,210	The City has identified the need for a third staffed ambulance to meet the City's rapid growth, enhance operational capacity, and reduce reliance on mutual aid. Due to extended production timelines, it often takes several years to receive an ambulance after an order is placed. The City has been offered the opportunity to assume an earlier position in the production schedule, with delivery of a new ambulance anticipated in December 2025. Funded with Fund Balance.
10-4410-746	Streets	Snow Removal	$ 103,500	$ 150,000	$ 46,500	Increasing the budget for snow fighting will allow us to include critical school walking routes, improve response during extreme snow events, and enhance overall efficiency. This will create a unified snow fighter team that covers both roadways and key pedestrian routes for safer and more coordinated winter operations. Funded with Fund Balance.
General Fund Total					**$ 392,710**	
Water Rights Fund						
Expenditures						
58-5800-407	Water Rights Expenses	Water Rights Purchases	$ 4,329,512	$ 4,579,512	$ 250,000	The City seeks to purchase additional water rights. Funded with Fund Balance.
Water Rights Fund Total					**$ 250,000**	
Total Funding Impact					**$ 642,710**	

Asset #	Make	Model	Year	AGE	Odometer/ Hours	Department	Condition	Estimated Value
138	IC	Work-STAR 10 Wheeler Plow	2008	17	44,196 -mil.	Streets	Fair	$9,500.00
23	Ford	Explorer Interceptor PIU	2014	12	132,587	Police	Poor	$3,500.00
9002	CAT	420F-Backhoe Loader	2014	12	4,200-hrs.	Streets	Poor	$29,500.00
214	Yamaha	FXSHO Wave Runner Gray- **(Approved for sale to AF City Fire As of 10/22/2025)(Pending Sale)**	2012	13	212-hrs.	Fire	Fair	$5,000.00
215	Yamaha	FXSHO Wave Runner Blue **- (Approved for sale to AF City Fire As of 10/22/2025)(Pending Sale)**	2012	13	209-hrs	Fire	Fair	$5,000.00
215-T-214-T	Echo	EWC-2P-14 (PWC)-Dual Wave runner trailer- **(Approved for sale to AF City Fire As of 10/22/2025)**	2012	13	N/A	Fire	Fair	$1,000.00
9005	CAT	259B3 Skid steer loader	2012	13	2,229 -hrs.	PW		$28,500.00
203	Ford	F350 super cab XLT Flat bed old Fire Brush truck	2003	22	93,000 -mil.	PW		$9,000.00
1006	Scag	Turf Tiger 61V-ridding Lawn mower	2012	13	No Meter	Parks	Very Poor (Blown Engine)	$500 to $1000
		Auction/Surplus list FY25 (as of July 1st 2025 Previously SOLD by Public Surplus)						
Asset #	**Make**	**Model**	**Year**	**AGE**	**Odometer/ Hours**	**Department**	**Condition**	**Sold For**
19	Dodge	Durango SUV Patrol unit **(Sold)**	2007	18	154,080	PD	Very Poor (Hail Damaged)	$1,600.00
27	Ford	Interceptor-Patrol Sedan **(Sold)**	2014	12	124,706	PD	Poor	$2,475.00
202	Dodge	4500 HD-Ambulance **(Sold)**	2011	14	137826	Fire	Poor	$9,025.00

RESOLUTION NO. R25-59 (11-18-25)

A RESOLUTION AMENDING THE CITY OF SARATOGA SPRINGS BUDGET FOR FISCAL YEAR 2025-2026 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 2025-2026 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 2025-2026 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 18th day of November, 2025

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Site Plan
UTA Park & Ride Pony Express
November 18, 2025
PUBLIC MEETING

Applicant:	Carlie Torres
Owner:	Utah County / Attention: Richard Neilson
Location:	795 East Sand Dollar Way
Project Acreage:	1.10 acres
Lots:	1
Current Use:	Undeveloped Land
Land Use Designation:	Institutional
Parcel Zoning:	Institutional / Civic
Adjacent Zoning:	Institutional / Civic
Adjacent Uses:	Natural Open Space
Type of Action:	Administrative
Land Use Authority:	City Council
Planner:	Kendal Black, Planner II

A. Executive Summary and Request:

Applicant is seeking approval of a site plan for a park and ride lot at 795 East Sand Dollar Way. The only use is the park and ride parking lot. Without any structures, there is not a required minimum parking stall count. There will be 54 parking stalls provided, three of which are ADA compliant stalls. The subject property is 1.10 acres of a 34.19-acre parcel. The proposed site plan complies with all site, parking, landscaping, and lighting requirements.

This application is scheduled to be heard on November 13, 2025 for Planning Commission where they will conduct a public meeting and review the subject application. The results of the Planning Commission meeting will be presented to City Council on November 18, 2025.

Recommendation:
Staff recommends that the City Council conduct a public meeting on the application, review and discuss the proposal, and choose from the options in the Recommendation and Alternatives Section of this report. Options include approval, denial, or continuation.

B. Background:

Kendal Black, Planner II
kblack@saratogasprings-ut.gov
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x161 • 801-766-9794 fax

The UTA Park and Ride fronts Pony Express Parkway to the south and is accessed from Sand Dollar Way. Interconnection with the surrounding lots is not required as the park and ride is just a parking lot in the middle of a large parcel owned by Utah County.

C. **Process:** City Code Chapter 19.14.05.8 outlines the process for a site plan review, as outlined below.

Site Plan Application and Approval Process.

a. All persons seeking Site Plan approval shall submit an application to the Planning Department for review by the City's Development Review Committee (DRC). **Complete.**

b. Complete engineering drawings for all on-site and off-site improvements must be provided prior to the Site Plan application being scheduled for any public meeting or hearing. The Engineering Department and Development Review Committee shall review the drawings for compliance with City ordinances, regulations, and standards. **Construction Drawings provided.**

c. New site plans shall follow the process below:

i. Prior to being scheduled for any public meeting or hearing, the developer shall provide a soils report for the development. **Provided.**

ii. Upon compliance with the Development Review Committee's recommendations, the revised application shall be forwarded to the Planning Commission for possible recommendation. **Completed.**

iii. Upon recommendation by the Planning Commission, the application shall be forwarded to the City Council. **TBD.**

iv. The City Council shall review and take action to table, approve, deny, or to modify the same. **TBD.**

v. Upon action by the City Council on the Site Plan application, the City Recorder shall prepare written minutes of the decision. **TBD.**

D. **Community Review:**

Public Meeting: This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.

Public Comment: As of the date of this report, no public input has been received.

E. **General Plan:** The General Plan outlines the importance for having a mix of uses within the City, which include:

- Reducing travel distances for goods and services.
- Balancing inbound and outbound travel at peak morning and evening times.
- Diversifying the local tax base to fund public safety and other public services.

Staff conclusion: Consistent. The UTA Park and Ride seeks to provide an option for alternative ways to travel, rather than by automobile. The location of the use will reduce congestion by removing some cars from traffic and replacing those cars with a bus. The UTA Park and Ride

also reduces automobile travel distances for residents by providing a place to park their vehicles and then use transit for the rest of the trip. This will help to balance the need for travel outside the City.

F. Code Criteria:

For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies.**
- 19.06, Landscaping and Fencing: **Complies.**
- 19.09, Off Street Parking: **Complies.**
- 19.11, Lighting: **Complies.**
- 19.13, Process: **Complies.**
- 19.14, Site Plans: **Complies.**
- 19.16, Site and Architectural Design Standards: **Complies.**
- 19.18, Sign Regulations: **Complies (separate permit and approval required).**

G. Recommendation and Alternatives:

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

Option 1 – Approval

"I move that the City Council approve the requested **Site Plan** for **UTA Park & Ride Pony Express** located at 795 East Sand Dollar Way, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.
2. The application complies with the criteria in the Land Development Code, as articulated in Section F of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached Engineering Staff Report.
2. All requirements of the Fire Chief shall be met.
3. Once approved by the City Council, all remaining redlines on plans, Engineering staff report, and the Planning Review Checklist shall be corrected before the construction drawings are approved by staff.
4. All other Code requirements shall be met.
5. Any other conditions or changes as articulated by the Planning Commission: _____.

Option 2 – Continuance

"I move to **continue** the **Site Plan** for **UTA Park & Ride Pony Express**
to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial
"I move that the City Council deny the requested **Site Plan** for **UTA Park & Ride Pony Express** located at 795 East Sand Dollar Way 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. _____.

H. Exhibits:

1. City Engineer's Report
2. Location & Zone Map
3. Application Review Checklist
4. Site Plan
5. Landscape Plan
6. Photometric Plan

Exhibit 1: Engineering Staff Report

Staff Report

Author: Dan McRae, Assistant City Engineer
Subject: UTA Park & Ride Pony Express – Site Plan
Date: November 13, 2025
Type of Item: Site Plan Approval

SARATOGA SPRINGS

Description:

A. **Topic:** The Applicant has submitted a Site Plan application. Staff has reviewed the submittal and provides the following recommendations.

B. **Background:**

Applicant:	*Carlie Torres - UTA*
Request:	*Site Plan Approval*
Location:	*826 E Pony Express Pkwy*
Acreage:	*1.10 Acres - 1 Lot*

C. **Recommendation:** Staff recommends the approval of Site Plan subject to the following conditions:

1. All review comments and redlines provided by the City Engineer are to be complied with and implemented with the approved construction drawings.

2. Provide a Storm Water Pollution Prevention Plan (SWPPP) following the State template, prior to the pre-construction meeting.

3. Owner to record a Long-Term Storm Water Management Agreement and provide a Long-Term Storm Water Management Plan (LTSWMP) for the project. The plan portion will be required prior to scheduling a pre-construction meeting.

4. Project shall comply with all ADA standards and requirements.

5. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

6. Developer shall provide easements for all public utilities not located in the public right-of-way.

7. Developer is required to ensure that there are no adverse effects to adjacent properties due to the grading practices employed during construction.

8. Submittal of as-built drawings in pdf format to the City Engineer is required prior to acceptance of site improvements and the commencement of the warranty period.

9. Project bonding for the site plan must be completed as approved by the City Engineer prior to the preconstruction meeting.

10. Please be advised that only a signed reimbursement agreement approved by the City Council, as detailed in the City Engineering Standard 00500/2.3/E, can guarantee that improvements in this project are eligible for reimbursement by the City. If the applicant believes that some of the improvements in this project are eligible for reimbursement from the City, it is strongly recommended the applicant obtain a reimbursement agreement from the City before they are constructed. Constructing them without a signed reimbursement agreement in place, even if they are approved/accepted in the construction drawings, inspected by the City as they are constructed, and/or contained in the City's Capital Facilities Plans and Impact Fees Facilities Plans, is at the sole risk of the developer without any guarantee of reimbursement or any particular timing of reimbursement.

11. Traffic Memo states the following:

In late 2023, UTA completed a traffic study related to constructing a new park and ride lot in Saratoga Springs to serve a bus route between American Fork City and Eagle Mountain City. The details and results of this study are shown below.

Estimates for utilization of the Saratoga Springs proposed park and ride locations were generated using the latest Wasatch Front Regional Travel Demand Model (version 9.0.0). The Transportation Improvement Program (TIP) year of 2028 assumed, corresponding with 2028 socio-economic data, and 2028 highway network. A TIP 2028 transit network was assumed, though the a few modifications were made to the default network:

- Realignment and revised stops configuration of Route 809 based on internal information
- Headways modified to 30 minutes in the peak and off-peak periods

The following estimates are based on *raw, unadjusted modeled results* of average daily ridership rounded up to the nearest whole number:

Average Daily Ridership Estimates

Saratoga Springs	Access Type			Access Mode Split	
Route	Walk	Drive		Walk	Drive
809	3	3	6	50%	50%

Walk and drive access types are provided to help show additional context regarding potential access at the proposed park and ride location. Results suggest approximately 3 boardings by drive access type at the Saratoga Springs park and ride location.

Based on this traffic study, we anticipate negligible impacts to Saratoga Springs City roads related to the development of this site. If you have any questions, please feel free to contact me at 801-870-8814.

Sincerely,



Ryan Kitchen, PE
Horrocks Project Manager

Exhibit 2: Location and Zone Map





Exhibit 3: Application Review Checklist

SARATOGA SPRINGS PLANNING

APPLICATION REVIEW CHECKLIST

Updated 6.18.25

Application Information

Site Plan
UTA Park N Ride

Applicant:	Carlie Torres
Owner:	Utah County / Attention: Richard Nielson
Location:	526 East Pony Express Parkway
Project Acreage:	1.10 acres
Current Use:	Undeveloped
Land Use Designation:	Institutional
Parcel Zoning:	Institutional/Civic
Adjacent Zoning:	Institutional/Civic
Adjacent Uses:	Undeveloped
Past Action and Date:	Not Applicable
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Kendal Black, Planner II

If checked yes, then add these to the report

Wildland Urban Interface:	Yes

Date Received:	**1st submittal:** June 20, 2025 **2nd submittal:** August 27, 2025 **3rd submittal:** October 14, 2025 **4th submittal:** Click or tap to enter a date.
Date of Review:	**1st submittal:** June 25, 2025 **2nd submittal:** August 27, 2025 **3rd submittal:** October 14, 2025 **4th submittal:** Click or tap to enter a date.
Parcel Number(s) and size:	58:036:0198 / 34.19 acres

Section 19.13 – Application Submittal

- Application Complete (Date of Payment): June 18, 2025

Section 19.13.04 – Process

- Required Meetings: Planning Commission and City Council
- Planning Director Approval: No
- Public Hearing Required – check 19.13.04 process table: No
- Neighborhood Meeting Required: No

Code Review

- 19.04, Land Use Zones
  - Zone: Institutional/Civic
  - General Plan Land Use: Institutional

No density shall be calculated on sensitive lands.	**N/A.**	
Open Space and Landscaping Requirements: For non-residential and non-agricultural uses open space is not required; however a minimum of 20 percent of the total project shall be used for landscaping, including improvements consistent with the Parks and Trails Master Plan, General Plan, Bicycle and Pedestrian Master Plan, or other applicable plan.	Item.	

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	**N/A.**	
Water & Sewage: Each lot shall be connected to City water and sewer.	**N/A.**	*No buildings, just parking lot*
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	**Complies.**	*Out of way of proposed TMP roads*
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	**Complies.**	*Abuts public streets*
19.06 Landscaping and Fencing		
General Provisions		
Drainage across property lines shall follow International Residential Code (IRC) and International Building Code (IBC), as of 2024 (shall drain onto own property).	**Complies.**	Drains on own property
Landscape Plans		
Regulation	**Compliance**	**Findings**
Landscape Architect: Landscaped plans shall be prepared by a licensed landscape architect.	**Complies.**	*Zachary Scott*
Existing Conditions: Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	**Complies.**	*See sheets C.1.00, and C.2.01 and C.2.02*
Planting Plan: Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	**Complies.**	*See landscaping sheets*
Plants: The name (both botanical and common name), quantity, and size of all proposed plants.	**Complies.**	*See landscaping sheets*

Topography: Existing and proposed grading of the site indicating contours at two-foot intervals.	**Complies.**	*See sheet C.3.02*
Irrigation: Irrigation plans showing the system layout and details.	**Complies.**	*See irrigation plans*
Fencing: Location, style, and details for proposed and existing fences and identification of the fencing materials.	**N/A.**	*None proposed*
Data Table: Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and **drought tolerant plant species.**	**Complies.**	*See sheets L.1.00-L.1.04*
Completion of Landscape Improvements: All required landscaping improvements shall be completed in accordance with the approved site plan, subdivision plat, landscape plan, irrigation plan, or other approval and shall be bonded for in accordance with Section 19.12.05.	**Complies.**	*Will be checked at C of O*
Planting Standards		
Deciduous Trees: Minimum 2" in caliper.	**Complies.**	*See sheet L.1.00*
Evergreen Trees: Minimum 6' in height.	**Complies.**	*See sheet L.1.00*
Tree Base Clearance: 3’ diameter around every tree must be kept clear of turf and rock mulch. In parking lot islands and other narrow strips where turf two feet or less in width would otherwise occur, this clear area may be reduced to 2’.	**Complies.**	*See notes 6 and 7 on sheet L.2.00*
Shrubs: 25% of required shrubs must be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size.	**Complies.**	*100% are 5-gallon*
Turf: No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	**N/A.**	*No turf proposed*
Artificial Turf : Shall require a building permit shall meet the following requirements with documentation provided by home owner or contractor: i. Artificial turf shall have a minimum eight-year “no-fade” warranty; ii. Multi-color blend needed to mimic real grass iii. Must be installed according to manufacturer’s instructions; iv. Minimum pile height shall be 1.5 inches, minimum face/pile weight shall be at least 50 oz. per square yard, and water permeability shall be at least 19 inches per hour; v. Landscape plan shall provide for a minimum of 25 percent live vegetation coverage to comply with residential front and/or street side yard landscape standards; vi. Landscaping shall maintain a five-foot diameter around trees free from roc, debris, or artificial turf; vii. Rubber or inorganic infill is prohibited while organic infill is permitted; viii. The term “artificial turf” shall not be construed to include artificial trees, shrubs or bushes; and ix. Storm water runoff shall be maintained on-site.	**N/A.**	
Drought Tolerant Plants: 50% of all trees and shrubs shall be drought tolerant.	**Complies.**	*See sheets L.1.00-L.1.04*
Rock Mulch: Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	**Complies.**	*See sheet L.1.00*

Design Requirements		
Evergreens: Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	**Complies.**	*See landscape plan*
Softening of Walls and Fences: Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	**N/A.**	*No walls or fences*
Planting and Shrub Beds: Planting and shrub beds are encouraged to be used in order to conserve water.	**Complies.**	*See landscape plan*
Water Conservation: Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	**Complies.**	*All pressure regulated drip system. No sprinklers*
Energy Conservation: Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	**N/A.**	*No structures*
Placement: Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	**N/A.**	*No structures*
Trees and Power Poles: No trees shall be planted directly under or within 10' of power lines, poles, or utility structures unless: a. The Land Use Authority gives its approval. b. The Power Company or owner of the power line gives written consent. c. The maximum height or width at maturity of the tree species planted is less than 5' to any pole, line, or structure.	**Complies.**	*No overhead power lines*
Preservation of Existing Vegetation		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	**N/A.**	
Tree Preservation: Existing mature evergreen trees of 16' in height or greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	**N/A.**	
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	**N/A.**	
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	**N/A.**	
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	**N/A.**	
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	**N/A.**	
Planter Beds		

Weed Barrier: A high quality weed barrier or pre-emergent shall be used.	**Complies.**	*DeWitt weed barrier to be used*
Materials: High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	**Complies.**	*See sheet L.1.00*
Edging: Concrete edging must be used to separate planter and turf areas in all non-residential zones.	**Complies.**	*See detail 3 on sheet L.2.00*
Drip Lines: Drip lines must be used in planter beds.	**Complies.**	*Drip lines used*
Fencing and Screening		
Front Yards: Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	**N/A.**	
Clear Sight Triangle: All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised and comply with AASHTO Standards.	**Shall Comply.**	*Not shown on plans*
Street side yards: fencing in street side yards adjacent to a driveway shall not exceed three feet for a distance of fifteen feet back from the intersection of driveway and sidewalk, or driveway and property line where no sidewalk exists as shown in the drawing below. Fencing shall also comply with all other clear sight triangle requirements as stated in 19.06.	**N/A.**	
Retaining walls: for construction of retaining walls four feet or taller in height of unbalanced fill or for any wall supporting surcharge loads, a building permit must be obtained. Prior to construction of retaining walls, Chapter 18 of the City Code shall be consulted to determine if a grading permit is also required. Where there is a difference in elevation on opposite sides of the fence, the height of the fence shall be measured from the ground level on the highest side of the wall when the fence is placed on top of the wall. If the fence is placed at the bottom of the wall, the fence height shall be measured from the ground it is placed upon and there shall be at least two feet to access and maintain the retaining wall. **Retaining walls shall follow all applicable regulations outlined in Chapter 19.10 of the City Code, regardless of slope.**	**N/A.**	
Height: Approval of fences over six feet in height will be determined on a case-by-case basis by the City Council for all new developments if fencing is proposed during the subdivision review process, or by the Planning Director for all developments that have received final approval; however, in no case will a fence be allowed to exceed eight feet in height. The following criteria shall be applied in making this determination: a. compatibility with fences of surrounding uses; b. quality of proposed materials; c. aesthetics of proposed materials; d. requirements of applicable development agreements; e. intensity of existing surrounding uses; and f. applicable conditions of approval.	**N/A.**	
Prohibited fencing: a. No barbed wire, chain link, razor, or wire (agricultural, electric, chicken wire, mesh wire, hog fencing, etc.) fences shall be allowed. This does not apply to chain link or wire fences if the fence: (1) is not being used to delineate lot boundaries; and (2) is being used for Agricultural uses or otherwise for the keeping of animals; and (3) does not occupy more than 50% of any residential yard; or (4) is for back stops, sports fields, or sport court fencing within a public or private park.	**N/A.**	

b. No fencing that parallels existing fencing shall be permitted within an existing fenced yard. Exceptions: interior fencing to enclose chickens, bees, or other livestock as otherwise specifically permitted under this Code, and any fencing of three feet or less in height within an existing fenced yard.		
Double frontages: where lots have frontages onto more than one street, that area designated by the property owner as the rear yard may have a solid or view obstructing fence, wall, or hedge not exceeding six feet in height. Where the double frontage lot is also a corner lot (three frontages), clear sight across corner property shall be required and enforced. See Section 19.06.11, Clear Sight Triangles.	**N/A.**	
Non-residential and Multi-family: fencing and other screening materials for multifamily, residential, commercial, or industrial projects must receive approval by the Land Use Authority through the Site Plan review process. See Chapter 19.13 for Site Plan review requirements. In addition, the following criteria shall be applied: a. compatibility with fences of surrounding uses; b. quality of proposed materials; c. aesthetics of proposed materials; d. requirements of applicable development agreements; e. intensity of existing surrounding uses; and f. applicable conditions of approval.	**N/A.**	
Amount of Required Landscaping		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be required to be landscaped per the definition of Landscaping in Section 19.02 in all land use zones.	**Complies.**	*Parts not landscaped or with asphalt are native vegetation*
Multi-family, common space not including parks and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	**Complies.**	*See sheet L.1.00*
At least 50% of the landscaped area shall be covered with live vegetation at maturity, including shrubs, grasses, flowers, tree and shrub canopies and other live vegetation. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	**Complies.**	*See sheet L.1.00*

Landscape Amount			
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Total Square Footage	47,916		
Required Landscaping	9,583	**Complies**	
Required Deciduous Trees	6	**Complies**	*44 provided*
Required Evergreen Trees	4	**Complies**	*32 provided*
Required Shrubs	19	**Complies**	*182 provided*
Drought Tolerant Plants	15	**Complies**	*The majority of plants are drought tolerant*

19.09 Off Street Parking

<table>
<tr><th colspan="3">General Provisions</th></tr>
<tr><th>Regulation</th><th>Compliance</th><th>Findings</th></tr>
<tr><td>Materials: Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards</td><td>Complies.</td><td>Asphalt</td></tr>
<tr><td>Parking Area Access: Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.</td><td>N/A.</td><td>No structures</td></tr>
<tr><td>Sidewalk Crossing: All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.</td><td>Complies.</td><td>No backing up over sidewalk</td></tr>
<tr><td>Cross Access: Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.</td><td>N/A.</td><td></td></tr>
<tr><td>Lighting: Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.</td><td>Complies.</td><td>See sheet ES103</td></tr>
<tr><td>Location of Parking Areas: Required off-street parking areas for non-residential uses shall be placed walking path of travel distance to the nearest customer entrance from the correlating non-residential use and individual tenant space as outlined in the table below. Unenclosed parking for residential areas shall not be provided in rear yards, unless
said yard abuts an alley-type access or is fenced with privacy fencing.
<table>
<tr><th>Size of Non-Residential Use and Individual Tenant Space</th><th>Walking Path of Travel Distance to the Nearest Customer Entrances</th></tr>
<tr><td>Up to 1,500 square feet</td><td>150'</td></tr>
<tr><td>1,501 to 5,000 square feet</td><td>200'</td></tr>
<tr><td>5,001 to 10,000 square feet</td><td>250'</td></tr>
<tr><td>10,001 to 25,000 square feet</td><td>300'</td></tr>
<tr><td>25,001 to 50,000 square feet</td><td>350'</td></tr>
<tr><td>50,001 to 75,000 square feet</td><td>400'</td></tr>
<tr><td>75,001 to 100,000 square feet</td><td>450'</td></tr>
<tr><td>100,001 to 125,000 square feet</td><td>500'</td></tr>
<tr><td>Over 125,000 square feet</td><td>600'</td></tr>
</table>
Exception: To promote walkability, Mixed Use and Mixed Waterfront zones, and the Town Center Overlay (identified in the General Plan), shall be allowed to place parking garages and parking lots on the edge of shopping areas.
i. The walking path travel distance from a business' main entrance shall not apply to these areas.</td><td>N/A.</td><td>No structures</td></tr>
<tr><td>Curb Cuts and Shared Parking: In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or</td><td>N/A.</td><td>No shared parking proposed</td></tr>
</table>

other facilities that will result in a safer, more efficient parking and circulation pattern.		
Parking plans shall show the following: the required number of stalls and aisles scaled to the correct dimensions; the correct number of ADA accessible parking spaces; storm water drainage capabilities; lighting; landscaping and irrigation; and pedestrian walkways.	**Complies.**	*See site plan*
Provide accessible parking as required by Americans with Disabilities Act, see https://www.ada.gov/topics/parking/ https://adata.org/factsheet/parking	**Complies.**	*54 total spaces requires 3 ADA stalls (3 provided)*
Certain types of medical facilities need more accessible stalls, see link.	**N/A.**	
Accessible stalls shall be as close to the primary entrance as possible.	**Complies.**	*As close as possible*
Parking Requirements and Shared Parking		
Available on-street parking shall not be counted towards meeting the required parking stalls.	**N/A.**	*Nothing but parking*
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	**N/A.**	
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	**N/A.**	
When a development contains multiple uses, more than one parking requirement may be applied.	**N/A.**	
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	**N/A.**	
Where no comparative land use standard for parking is found in Section 19.09.10, Required Minimum Parking, the Land Use Authority for the related development shall determine an appropriate requirement using the following criteria: (see code)	**N/A.**	
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	**N/A.**	
Parking Deviations. Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: 1. the intensity of the proposed use; 2. times of operation and use; 3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; 4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; 5. the number of employees; 6. the number of customers and patrons;	**N/A.**	

7. trip generation; and 8. peak demands.		
Shared Parking. Up to 25% of required parking may be shared with an adjacent use upon approval by the Land Use Authority. The developer must provide: a. an agreement granting shared parking or mutual access to the entire parking lot; and b. b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.	**N/A.**	
Guest Parking. Two-Family dwellings, Three-Family dwellings, Multi-Family dwellings, and dwellings above commercial. a. Guest parking shall be provided at a ratio of 0.25 stalls per unit. i. When a rear-load product is allowed in a village plan or neighborhood plan, and is accessed with aprons rather than driveways, guest parking shall be provided at a ratio of one stall per unit. b. Driveways shall not count towards the guest parking requirement. c. Guest parking shall be located within two-hundred feet of the dwelling unit.	**N/A.**	
Pedestrian Walkways and Accesses. Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.	**N/A.**	
Landscaping in Parking Areas		
All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30' between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.	**Complies.**	*More than 10' provided*
All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary	**Complies.**	*6" curb provided*

landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6" higher than the parking surface.		
Clear Sight Triangles must be followed.	**Complies.**	*See sheet L.1.00*
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	**Complies.**	*See landscape and irrigation plans*
On doubled rows of parking stalls, there shall be one 36' x 9' landscaped island on each end of the parking rows, plus one 36' x 9' landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	**Complies.**	*See landscape plan*
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6' from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9' of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.	**Complies.**	*See landscape plan*
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	**Complies.**	*See site plan*
Required Minimum Parking		
See table in 19.09	**N/A.**	*This is only parking.*

Dimensions for Parking Stalls & Aisle				
	Stall Width	Stall Length	Aisle Width (one-way traffic)	Aisle Width (two-way traffic)
90° Parking				
Required	9'	18'	24'	24'
Provided	9'	18'	24'	24'

19.11 Lighting		
General Standards		
Regulation	**Compliance**	**Findings**
Material: All Lighting Fixtures and assemblies shall be metal.	**Complies.**	*See General Sheet Notes on sheet ES503*
Base: All lighting poles shall have a 16" decorative base.	**Complies.**	*See General Sheet Notes on sheet ES503*
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	**Complies.**	*See note 6 in City Standard Notes on sheet C.0.01*
Angle: Shall be directed downward.	**Complies.**	*See sheet EE503*
Lamp: Bulbs may not exceed 4000k.	**Complies.**	*See sheet ES503*

Drawings: Design and location of fixtures shall be specified on the plans.	**Complies.**	*See sheets EE503 and ES101*
Flags: The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	**N/A.**	
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	**N/A.**	
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**Complies.**	*See sheet ES503*
Nonresidential Lighting		
All wall-mounted fixtures shall not be mounted above 16'. The exception shall be those instances where there is a second story access directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	**N/A.**	
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed 10 minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	**Complies.**	*The motion sensor proposed does not turn lights on and off after 30 minutes but reduces the brightness by 50% after 30 minutes of no motion*
All trespass lighting shall not exceed 1.0 foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 0.1 foot-candles measured at the property line.	**Complies.**	*See sheet ES103*
Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	**N/A.**	
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	**Complies.**	*See General Sheet Notes on sheet ES503*
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.	**Complies.**	*See sheet EE503*
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	**Complies.**	*See sheet ES503*
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00 pm and must keep them off until one half hour before sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.	**Complies.**	*See General Sheet Notes on sheet ES503*
Walkway Lighting		
Lighting of all pedestrian pathways is recommended.	**Complies.**	*See sheet ES103*

All pathway, walkway, and sidewalk lighting fixtures shall be mounted at a height not to exceed 10'. i. Themed walkway lighting within Regional Parks shall not exceed a height of 25'. Such lighting within 200' of residential development shall not exceed 16'.	**N/A.**	*No walkway lighting proposed. Parking lot lighting spills over onto walkway*
Bollard lighting shall be limited to a height of 4'.	**N/A.**	
Lighting Plan		
Plans indicating the location and types of illuminating devices on the premises.	**Complies.**	*See sheets ES503 and ES103*
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**Complies.**	*See sheets ES501-ES503 and EE503*
Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	**Complies.**	*See ES103*

19.13 Process	
Regulation	**Findings**
Neighborhood Meeting. Required before Planning Commission for any multi-family or non-residential development proposal adjacent to developed property in a residential zone. **Inform the applicant when this is required.**	*N/A*
Notice/Land Use Authority.	*Public Hearing / City Council*
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	*N/A*
Phasing Improvements.	*N/A*
Payment of Lieu of Open Space.	Amount of $: 0
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.
Burial of Overhead Utility Lines	See Section 19.13.10

19.14 Site Plan Review

Regulation	Compliance	Findings
Approval Required: Site Plan approval shall be required for all developments which contain the following uses, together with any others for which it is required elsewhere in these Ordinances: 1. Any industrial use; 2. Any commercial use; 3. Any institutional use; 4. Two-Family Structures and Three-Family Structures; and 5. A multi-family residential development.	**Complies.**	*See plans on file with Planning*
Site Plan Standards: The entire parcel area shall be built upon, landscaped, or paved in accordance with the zone's open space and parking requirements.	**N/A.**	*This is a Park N Ride only. Not developing the rest of the 30+ acre parcel at this time.*
Utilities: All utility lines shall be underground in designated easements. No pipe, conduit, cable, water line, gas, sewage, drainage, steam, electrical, or any other energy or service shall be installed or maintained upon any lot outside of any building above the surface of the ground except during construction. a. Transformers shall be grouped with other utility meters where possible and screened with vegetation or fencing. b. Each contractor and owner or developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. c. Prior to construction, contact must be made with Blue Stakes and any other utility company, public or private, not participating in Blue Stakes in the area to identify underground utility lines. d. Exception: electric power transmission lines of 46kV or above are not required to be placed underground.	**Complies.**	*Only utility is electrical and it is underground*
Grading and Drainage: Drainage from any lot must follow current City requirements to show on site retention and a maximum allowable discharge of 0.2 cubic feet per second (cfs) per acre. Drainage shall not be allowed to flow upon adjoining lots unless the owner of the lot upon which the water flows has granted an easement for such purpose. The Planning Commission must approve a Site Plan with grading, drainage, and clearing plans before any such activities may begin. Lot grading shall be kept to a minimum. Roads and development shall be designed for preservation of natural grade except as otherwise approved by the City Engineer based on standards and specifications.	**Shall Comply.**	*Checked by Engineering*
Secondary Water System and Dedication of Water Shares: The applicant shall comply with the City's adopted Water Utility Ordinance and other adopted standards, regulations, and ordinances and shall dedicate to the City the amount of water specified in those adopted standards, regulations, and ordinances upon approval of the Site Plan.	**Shall Comply.**	*Checked by Engineering*
Piping of Irrigation Ditches: All existing irrigation canals and ditches which are located on the site or straddle a site property	**N/A.**	

line shall be piped with a sufficient size pipe and shall be approved by the City Engineer.		
Nuisances: All commercial uses shall be free from objectionable odors, noises, hazards, or other nuisances.	**N/A.**	
Ownership Affidavit: A statement of ownership and control of the subject property and a statement describing the nature of the intended use.	**Complies.**	*See Acknowledgement and Certification form*
Vicinity Map: A general location map indicating the approximate location of the subject parcel.	**Complies.**	*See cover page*
Context plan: A context plan shall include the existing features within 200 feet of the proposed Site Plan property line. Existing features include, but are not limited to, buildings, ingress and egress points, landscaping areas, pedestrian paths, and property names.	**Complies.**	*See plans on file with Planning*
Site Analysis: A site analysis is a plan view drawing demonstrating land constraints and existing features. Existing features may consist of the presence of boulders, existing man-made features, significant trees, canals or ditches, access points or public rights-of-way, and existing conditions within 200 feet of the property line.	**Complies.**	*See sheet C.1.00*
Survey: A survey prepared and stamped by a Utah registered land surveyor listing the metes and bounds legal description and the gross acreage within the subject parcel.	**Complies.**	*Trevor Price. See Sheets C.2.03 and C.2.04*
Compliance statement: A statement indicating how the proposed development complies with the City's adopted Land Use Element of the General Plan.	**Complies.**	*See plans on file with Planning*
Final Construction Drawings containing, at a minimum, all items specified in the City's "Standard Technical Specification and Drawings" manual. Applicant shall provide three full-size 24" x 36" copies and five 11 x 17 inch reductions as required on the application form, along with digital copies as outlined below. Additional copies may be required prior to adding the application to the Planning Commission agenda. Final Construction Drawings for a Site Plan is hereby required and shall be prepared and stamped by licensed or certified professionals including architects, landscape architects, land planners, engineers, surveyors, transportation engineers, or other professionals deemed necessary by the Planning Director. The City may require plans prepared by any or all of the above-noted professionals. A Site Plan application shall also contain the following : i. locations, dimensions, floor plans, uses and heights of all proposed buildings and structures, including overhangs, porches, stairwells, and balconies, and the locations of all structures on adjoining properties; ii. access points, provisions for vehicular and pedestrian circulation on and off site, interconnection to adjacent sites, dimensions of such access and circulation, and pedestrian paths within 200 feet of the property boundary; iii. acceleration and deceleration lanes, and dimensions thereof, if required;	**Complies.**	*See plans on file with Planning*

iv. off-street parking and loading areas complying with the City's off-street parking requirements contained in Chapter 19.09 of this Title; v. proposed outdoor display areas; vi. screening and buffering provisions, including types and heights of existing and proposed buffering and fencing elements; vii. location and treatment of refuse collection areas, storage areas, mechanical equipment, and external structures; viii. location, type, and size of all business and on-site circulation signage; ix. tabulation of square footage devoted to various land uses, ground coverage by structures, and other impervious surfaces; x. type of construction of all structures, presence or absence of fire sprinkling, and location of existing and proposed fire hydrants; xi. Established Grade of building area.		
Final Hydraulic and Hydrological storm drainage report and calculations. location of all existing and proposed secondary irrigation systems, both on site and on adjacent properties, including ditches, pipes, and culverts;	**Shall Comply.**	*Checked by Engineering*
Final Traffic report: Said report shall comply with the standards outlined in the City's adopted Transportation Master Plan and shall include, but not be limited to, the following: i. an analysis of the average daily trips generated by the proposed project; ii. an analysis of the distribution of trips on City street systems; iii. a description of the type of traffic generated; and iv. recommendations on what mitigation measures should be implemented with the project to maintain a level of service for existing and proposed residents acceptable to the City.	**Complies.**	*See plans on file with Planning*
Data table including: **i. total project area** ii. total number of lots, dwellings, and buildings iii. square footage of proposed building footprints and, if multiple stories, square footage by floor iv. number of proposed garage parking spaces **v. number of proposed surface parking spaces** **vi. percentage of buildable land** **vii. acreage of sensitive lands and what percent sensitive lands comprise of total project area and of open space area** **viii. area and percentage of open space or landscaping** **ix. area to be dedicated as right-of-way (public and private)** x. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).	**Complies.**	*See sheet C.3.01*

xi. number of off-street parking spaces (e.g., number of proposed garage parking spaces, number of proposed surface parking spaces, etc.)		
Landscaping Plan: A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the location, spacing, types, and sizes of landscaping elements and existing trees, and showing compliance with the City's off-street parking requirements, the City's design guidelines and policies, and the requirements of the appropriate zone.	**Complies.**	*Zachary Scott. See landscape plan*
Lighting Plan: A lighting plan indicating the illumination of all interior areas and immediately adjoining streets showing the location, candle power, and type of lighting proposed, and in conformance with the City's lighting standards. An individual photometric plan is also required.	**Complies.**	*See lighting plan*
Elevations: The elevations of all proposed buildings, fences, and other structures viewed from all sides indicating height of structures, the average finished grade of the site at the foundation area of all structures, percentage of building materials proposed, and color of all materials. A board showing building colors and materials is required.	**N/A.**	
Signage Plan: An overall signage plan shall be approved during the Site Plan approval process. All information to be provided for the sign approval shall be submitted concurrent with Site Plan application materials, consistent with the requirements in Section 19.18.	**Complies.**	*Signage plan provided* **Monument Signs.** i. **Number.** 1. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street. 2. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street. ii. **Size.** A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size. iii. **Height.** A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
Fee: A fee set by resolution of the City Council shall accompany the application for any Site Plan review.	**Complies.**	*Paid*
Public Notice and Hearing: All site plans shall comply with the noticing and public hearing requirements of Section 19.13, and applicants shall pay the cost to post and mail required notice to property owners.	**Shall Comply.**	*Will be scheduled*
Development or Bond Agreement: A development agreement and bond agreement shall be required based on the conditions, requirements, findings, and recommendations made by the City Council. The development agreement and bond agreement shall also be based on requirements of the City Code and legal requirements as specified by the City Attorney. The City Council may determine that a development agreement is not required, but in all cases a bond agreement shall be required. A development agreement is not required when conditions, requirements, findings, and recommendations are all consistent with Title 19 requirements unless the City Council, in exercising its legislative authority pursuant to Utah Code § 10-9a-102, determines that a development agreement is necessary to further the public health, safety, or welfare or any other legitimate purpose outlined in Utah Code § 10-9a-102(1).	**Shall Comply.**	*Checked by Engineering*
Considerations Relating to Traffic Safety and Traffic Congestion: i. the effect of the site development plan on traffic conditions on adjacent street systems;	**Complies.**	*See traffic documents provided*

ii. the layout of site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways; iii. the arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of Chapter 19.09, off-street parking requirements; iv. the location, arrangement, and dimensions of truck loading and unloading facilities; v. the circulation patterns within the boundaries of the development; and vi. the surfacing and lighting of off-street parking facilities.		
Consideration Relating to Landscaping: i. the location, height, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, to provide buffer areas, or to conceal storage areas, utility installations, or other unsightly development; ii. the requirements of Chapter 19.06; iii. the planting of ground cover or other surfaces to prevent dust and erosion; and iv. the unnecessary destruction of existing healthy trees.	**Complies.**	*See landscape plan*
Considerations Relating to Buildings and Site Layout: i. the general silhouette and mass, including location on the site, elevations, and relation to natural plan coverage, all in relationship to the character of the neighborhood; ii. the exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing the street, line and pitch of roofs, and the arrangement of structures on the parcel; iii. compliance with the City's Architectural design standards.	**Complies.**	*No buildings but site layout good*
The effect of the site development plan on the adequacy of the storm and surface water drainage.	**Shall Comply.**	*Checked by Engineering*
Adequate water pressure and fire flow must be provided on the site as required by the applicable fire code.	**Shall Comply.**	*Checked by Fire*
The proposed project shall comply with the City's adopted Land Use Element of the General Plan, Land Use Ordinance, land development regulations, architectural guidelines, and all other adopted ordinances, regulations, policies, and standards.	**Complies.**	*See plans on file with Planning*
Trails Master Plan: Shows required trails	**N/A.**	*None shown*

19.16 Site and Architectural Design Standards		
General Site Design Standards		
Regulation	**Compliance**	**Findings**
Pedestrian Connectivity: All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	**Complies.**	*See site plan*

Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	**Complies.**	*Safe connection to sidewalk*
Non-residential and residential developments shall provide pedestrian connections that lead to the building entrances of adjacent non-residential and residential sites and shall stub to adjacent undeveloped property to allow for future connections.	**N/A.**	
All pedestrian connections shall be shown on the related site plan or plat.	**Complies.**	*See site plan*
Parking Areas: On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: i. The use is a big box with outparcels helping to screen parking, or ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings, or iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one public street, loading docks may face the lower classification of the streets.	**N/A.**	*No buildings*
Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.	**Complies.**	*See site plan*
Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of 3' as measured from the parking surface. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees and shrubs may be clustered in the planter beds where necessary to avoid light spillage.	**Complies.**	*See sheet C.3.01*
Acceleration and Deceleration Lanes: Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.	**Complies.**	*Proposed for bus pullout*
Utility Boxes: Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	**Complies.**	*See sheet L.1.02*
Site Design Standards: Non-Residential Development		
Access Requirements:	**Complies.**	*27'*

a. Each roadway shall not be more than 40' in width, measured at right angles to the center line of the driveway except as increased by permissible curb return radii; and b. the entire flare of any return radii shall fall within the right-of-way.		
Buffers: A wall and landscaping, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an existing agricultural or platted residential use. Such a wall, fence, or landscaping shall be at least 6' in height, unless a wall or fence of a different height is required by the Land Use Authority as part of a site Plan review.	**N/A.**	
No chain-link or wood fences are permitted as buffering or screening between commercial and residential. Masonry and solid vinyl are suggested types of fences, and as circumstances require, one or the other may be required.	**N/A.**	
Unless otherwise required by this Title, walls or fences used as a buffer or screen shall not be less than 6' in height.	**N/A.**	
Parking Lot Buffers: There shall be a minimum of 10' of landscaping between parking areas and side and rear property lines adjacent to agricultural and residential land uses.	**Complies.**	*See landscape plan*
Building Buffer: No building shall be closer than 5' from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.	**N/A.**	
19.18 Signs		
Regulation	**Compliance**	**Findings**
Site Plans require signage information (if tenant known, show location potential location size)	**Complies.**	*Location and details shown. See sheets C.5.03 and C.2.02*
Monument sign location meets code and sign details provided	**Complies.**	*Sign permit will need to be applied for and approved as well as a building permit for the sign*
Wall signs and potential locations and details	**N/A.**	
19.27 Addressing and Street Naming		
Double Check all Addresses after GIS Assigns Them		
Regulation	**Compliance**	**Findings**
WebApp to Review Addresses assigned by GIS: https://ssgis.maps.arcgis.com/apps/webappviewer/index.html?id=b4786008c6dd420ab06445cd8d5e5fe0		
Lot Numbers: Are they correct and sequential. Lot numbers shall not be duplicated in separate phases/plats in the same development. i.e. Phase 1 and Phase 2 shall not have Lot 101.	**N/A.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
Address Numbers: is it accurate and sequential and does it fit between the intersection coordinates	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
Compare Surrounding Addresses: do the addresses work with surrounding addresses? Are there any repetitions in address	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*

numbers? Do the street names match and line up with streets in other plats and across intersections?		
Double Access Lots and Corner Lots. These types of lots should have an address on each road frontage, unless front door access is not allowed. If a front door is allowed, but not a driveway, this should be clear on the plat.	**N/A.**	
No Access on Double Frontage of Lots: The plat should state what this means. No driveway and no front door, or just no driveway	**N/A.**	
Alternate Addresses: are they in the right location on the lot and do they make sense concerning lots that have no access. What does "no access mean"?	**N/A.**	
Rear Load: Meet with Brian to review every time there is a rear-load product.	**N/A.**	
Rear Load: label "FRONT" to identify which side is the front, but check grading to see if the units can be accessed from the front.	**N/A.**	
Grading/Slope: Does the grade in front of rear-load product allow for front door access for EMT and deliveries?	**N/A.**	
New Address: street names shall be proposed by the developer and approved by City staff. Street coordinates and house numbers shall be approved by City staff and placed on the final subdivision platy by the developer before plat recordation.	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
Duplicate Street Names: No duplication of street names or numbers shall be used. No phonetic duplications shall be used (same name, spelled differently). If a street is terminated by unimproved land and continues on the same bearing beyond the unimproved land, it should continue with the same name.	**N/A.**	
Continuity. Proposed street names are encouraged to have the following characteristics: Historic significance, local sense of places, overall theme, compatibility with adjacent streets	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
Compass Directions. The four compass directions shall not be used as part of the street name.	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
Name Length. Street names shall not be longer than thirteen letters, including spaces between letters. (this does not include the street type designator)	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
Street Type Designations. Proposed street names and types shall be matched as follows: a. **Boulevard (Blvd), Parkway (Pkwy):** This name may only be used for arterials and collectors.. b. **Drive (Dr), Way (Wy):** Meandering, curvilinear, or diagonal street usually longer than 1000 feet. c. **Road (Rd):** Limited streets that may run in a direction and are most always longer than 1000 feet. d. **Streets (St), Avenues (Ave):** Straight directional streets. e. **Lanes (Ln), Row:** Short collector or minor streets which are usually less than 1000 feet in length. May be used in names for private rights-of way.	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*

f. **Circle (Cir), Court (Ct), Place (Pl), Cove (Cv):** Permanent dead end streets or cul-de-sac streets usually less than 600 feet in length and containing three or more lots or separate dwelling structures. g. **Center (Cntr) and Mall:** Designations reserved for high density commercial developments with multiple structures and occupancies that can be substituted for the street type designator in an assigned address.		
Street and Property Numbering. Each street, lot, unit, dwellings, or parcel in the site plan or plat shall be addressed according to the following standards:		
1. All street intersections shall be addressed numerically. Street intersection numbers shall end with a "0" or a "5" and with "North," "South," "East," or "West".	**N/A.**	
2. Where possible, property addresses shall be odd on the south and west sides of a street.	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
3. Where possible, property addresses shall be even on the north and east sides of a street.	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
4. Property addresses for IADUs (see Chapter 19.20), ADUs, stacked multi-family, dwelling above commercial, commercial/retail, or office building that have multiple users shall be identified by a single address, and the individual units shall have a unique identifier such as suite, apartment, dwelling, or unit number.	**N/A.**	
5. Dual addresses on corner lots will be assigned at plat recordation. At Building Permit issuance, one address shall be permanently assigned.	**N/A.**	
6. Buildings that are hidden behind other buildings or do not have public frontage, shall be numbered from the centerline of the principal access or driveway.	**N/A.**	*No building*
7. City Staff shall assign numbers to site plans before final site plan approval, based on the above standards.	**Complies.**	*795 E SAND DOLLAR WAY is the address GIS came up with*
8. If a unit faces a street, it shall be numbered on that street. If a unit faces open space, it shall be numbered to the alley way.	**N/A.**	*No building*
Building Identification. All buildings shall have approved address numbers, and such numbers shall be identified using the following standards:		
1. **Background.** Numbers shall be set on a background of a contrasting color.	**N/A.**	*No building*
2. **Size.** Residential building numbers shall be at least four inch tall block letters. All building numbers shall be of sufficient size so as to be legible from the street or private road. Non-residential buildings shall use Western Arabic numbers or alphabetic letters that are a minimum four inches high with a minimum stroke width of 0.5 inch, installed on a contrasting background and be plainly visible from the street or road fronting the property.	**N/A.**	*No building*
3. **Visibility.** Numbers shall be placed in a position that is plainly legible and visible from the street or road fronting the property. When a building is at a distance greater than the required setback from a street or when view of the building is blocked by trees or shrubs, numbers shall be displayed on a sign attached to a fence, gate, street mailbox, or lawn stake, in addition to being placed on the building. a. Stacked multi-family structures, condominiums, commercial, office, or institutional building numbers shall be placed in a prominent location at the main entrance of such buildings.	**N/A.**	*No building*

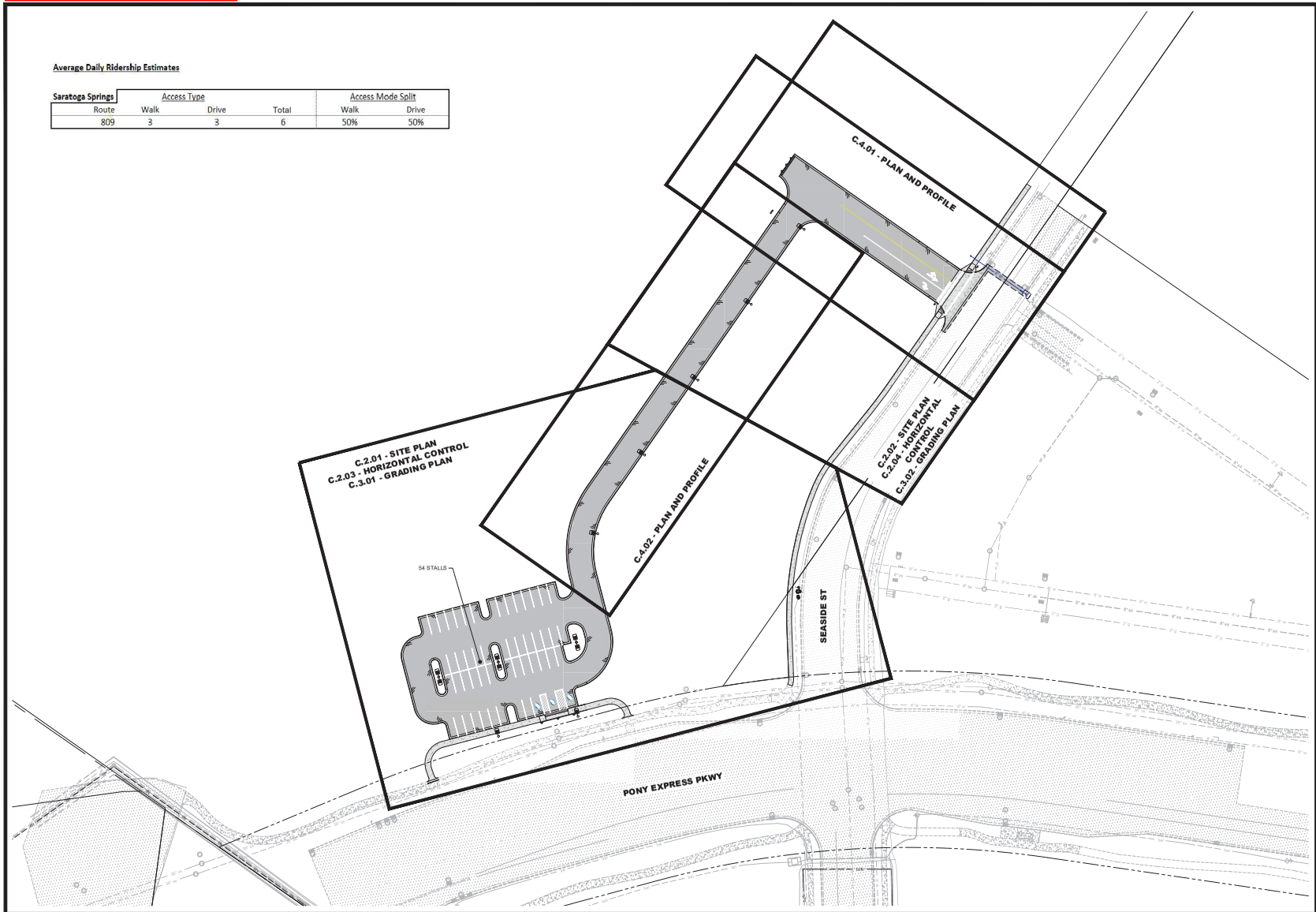
b. Interior suites, apartments, units, or offices shall be clearly identified in a logical numeric or alphabetic sequence. c. Attached side-by-side town homes, commercial, office, or institutional buildings adjacent to a public or private street shall have individual addresses for each unit building numbers or letter with associated unit numbers. Developments with buildings that do not have direct access to a public or private street shall use one address from the public or private street, and each unit shall have a number or letter, such as 1, 2, 3 or A, B, C and so on. with building numbers or letters and associated unit numbers. d. Stacked multi-family structures, commercial, office, or institutional buildings shall have one address facing a public or private street and each unit shall have a number or letter such as 1, 2, d, or A, B, C and so on. with an individual building number or letter with associated unit numbers. e. Townhomes, three-family dwellings, two-family dwellings, commercial, office, or institutional buildings that have a front door that faces a public or private road and a driveway or parking access from a rear alley shall number only attach address numbers to the front of each unit and not the rear. f. Townhomes, three-family dwellings, two-family dwellings, commercial, office, or institutional buildings that have a front door that faces open space or another building and have a driveway or parking access from a rear alley shall number both the front and back of each unit. The applicant shall verify that address numbers are not duplicated in units that are across the green space or across the alley.		

Fiscal Impact	
Regulation	**Findings**
Is there any City maintained open space?	*No*
What is the anticipated cost to the City?	*$0*
When will City maintenance begin?	*N/A*

Exhibit 4: Site Plan

Average Daily Ridership Estimates

Saratoga Springs	Access Type			Access Mode Split	
Route	Walk	Drive	Total	Walk	Drive
809	3	3	6	50%	50%



SCALE: 1" = 50'

SITE KEYNOTES

01 3" DEPTH TYPE-A HOT MIX ASPHALT. SEE DETAIL B1, SHEET C.5.01
02 3" DEPTH CONCRETE SIDEWALK. SEE DETAIL C1, SHEET C.5.01
03 COMMERCIAL DRIVE APPROACH. SEE DETAIL D2, SHEET C.5.01
04 INSTALL ADA RAMPS AND TRUNCATED DOMES. SEE DETAILS A1, B1, C1, AND D1, SHEET C.5.02
05 24" FALL-OUT CURB AND GUTTER. SEE DETAIL A2, SHEET C.5.01
06 24" HIGH BACK CURB AND GUTTER. SEE DETAIL B2, SHEET C.5.01
07 CURB TRANSITION HIGH BACK AND FALL-OUT. SEE DETAIL C2, SHEET C.5.01
08 8' CONCRETE BARRIER
09 CURB WALL. SEE DETAIL D2, SHEET C.5.02
10 LIGHT POLE. SEE ELECTRICAL PLANS AND DETAILS
11 MONUMENT SIGN. SEE DETAIL A2, SHEET C.5.03. SIGN TO BE FURNISHED AND INSTALLED BY OWNER. CONTRACTOR TO FURNISH AND INSTALL FOOTING AND CONDUIT

SIGNING AND STRIPING KEYNOTES

A INSTALL 4" SOLID WHITE STRIPE
B INSTALL 12" SOLID WHITE STRIPE
C INSTALL 24" SOLID WHITE STRIPE
D INSTALL ADA PARKING STALL MARKING
E INSTALL PAVEMENT MARKING
F INSTALL 4" SOLID DOUBLE YELLOW STRIPE
G INSTALL 4" WHITE HATCHED AREA
H INSTALL TYPE 3 END OF ROADWAY MARKER PER MUTCD
I INSTALL ADA PARKING SIGN
J INSTALL ADA PARKING AND VAN ACCESSIBLE SIGN ON SAME POST
K INSTALL R1-1, "STOP" (36"X36") SIGN PER MUTCD
L INSTALL 8" SOLID WHITE STRIPE
M INSTALL STREET SIGN, SEASIDE ST (800 EAST) AND SAND DOLLAR WAY (130 NORTH)

WATER KEYNOTES

36 INSTALL 8" WATER LINE. SEE DETAIL A2, SHEET C.5.02
37 INSTALL 8" TEE AND CONNECTION WITH CONCRETE THRUST BLOCKS. SEE DETAIL B2, SHEET C.5.02
38 INSTALL TEMPORARY 2" BLOW-OFF VALVE. SEE DETAIL C2, SHEET C.5.02
39 INSTALL 8" WATER VALVE WITH CONCRETE THRUST BLOCKS. SEE DETAIL B2, SHEET C.5.03 AND DETAIL B2, SHEET C.5.02

NOTES:

A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED BY THE CONTRACTOR FROM THE CITY OF SARATOGA SPRINGS PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY. APPLY FOR AN ENCROACHMENT PERMIT AT: HTTPS://CITYWORKS.SARATOGASPRINGSCITY.COM/PUBLICACCESS/TEMPLATE/LOGIN.ASPX

811 Know what's below. Call before you dig.

REV	DATE	Description

PROFESSIONAL ENGINEER — Licensed — No. 803098-2202 — TREVOR N. PRICE — 10/13/25 — STATE OF UTAH

Horrocks.

UTA UTAH TRANSIT AUTHORITY

Designed By:	DAXEN SMITH
Drawn By:	DAXEN SMITH
Checked By:	RYAN KITCHEN
Approved By:	TREVOR PRICE

UTA PARK AND RIDE FACILITES

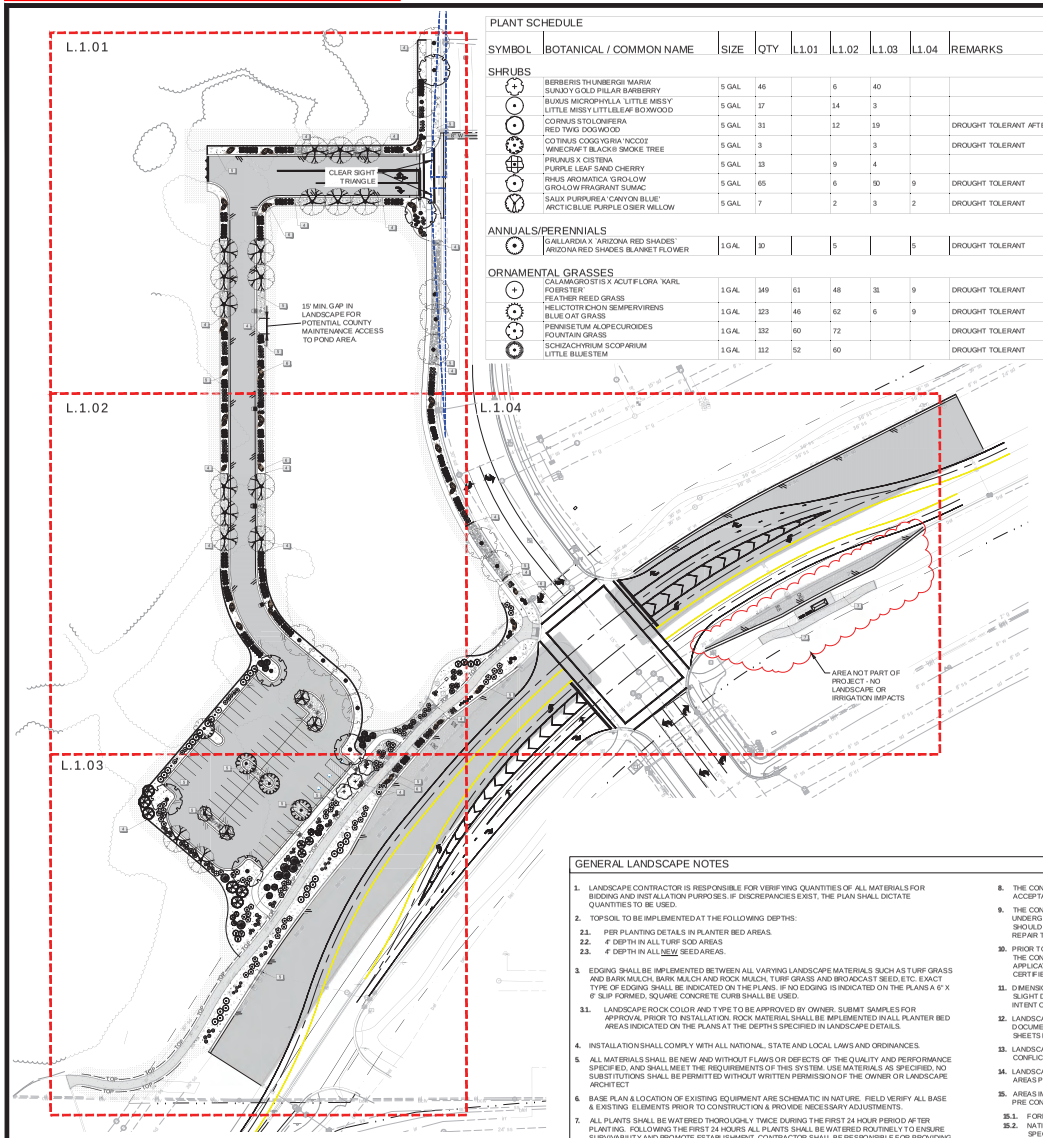
SARATOGA SPRINGS, UT

OVERALL SITE PLAN

100% DESIGN PACKAGE

Scale:	1" = 50'
CADD Filename:	C.2.00 SITE & UTIL-SS.dwg
Submittal Date	10/13/2025
UTA Contract No.:	23-03780VW
Drawing No.:	5
Sheet No.:	C.2.00

Exhibit 5: Landscape Plan



PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY	L1.01	L1.02	L1.03	L1.04	REMARKS
SHRUBS								
	BERBERIS THUNBERGII 'MARIA' SUNJOY GOLD PILLAR BARBERRY	5 GAL	46		6	40		
	BUXUS MICROPHYLLA 'LITTLE MISSY' LITTLE MISSY LITTLELEAF BOXWOOD	5 GAL	17		14	3		
	CORNUS STOLONIFERA RED TWIG DOGWOOD	5 GAL	31		12	19		DROUGHT TOLERANT AFTER ESTABLISHED
	COTINUS COGGYGRIA 'NCCOT WINECRAFT BLACK® SMOKE TREE	5 GAL	3			3		DROUGHT TOLERANT
	PRUNUS X CISTENA PURPLE LEAF SAND CHERRY	5 GAL	13		9	4		
	RHUS AROMATICA 'GRO-LOW GRO-LOW FRAGRANT SUMAC	5 GAL	65		6	50	9	DROUGHT TOLERANT
	SALIX PURPUREA 'CANYON BLUE' ARCTIC BLUE PURPLE OSIER WILLOW	5 GAL	7		2	3	2	DROUGHT TOLERANT
ANNUALS/PERENNIALS								
	GAILLARDIA X `ARIZONA RED SHADES` ARIZONA RED SHADES BLANKET FLOWER	1 GAL	30		5		5	DROUGHT TOLERANT
ORNAMENTAL GRASSES								
	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` FEATHER REED GRASS	1 GAL	149	61	48	31	9	DROUGHT TOLERANT
	HELICTOTRICHON SEMPERVIRENS BLUE OAT GRASS	1 GAL	123	46	62	6	9	DROUGHT TOLERANT
	PENNISETUM ALOPECUROIDES FOUNTAIN GRASS	1 GAL	132	60	72			DROUGHT TOLERANT
	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM	1 GAL	112	52	60			DROUGHT TOLERANT

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY	L1.01	L1.02	L1.03	L1.04	REMARKS
TREES									
	CERCIS CANADENSIS 'FOREST PANSY' EASTERN REDBUD	B & B	2"	4		2	2		DROUGHT TOLERANT
	GLEDITSIA TRIACANTHOS INERMIS `SHADEMASTER` TM SHADEMASTER LOCUST	B & B	2"	18	12	6			DROUGHT TOLERANT
	GYMNOCLADUS DIOICA 'ESPRESSO' KENTUCKY COFFEETREE	B & B	2"	17	7	6	2	2	DROUGHT TOLERANT
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	B & B	2"	4		1	3		DROUGHT TOLERANT
	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	B & B	2"	3			3		DROUGHT TOLERANT
	PICEA ABIES 'CUPRESSINA' CUPRESSINA NORWAY SPRUCE	B & B	6`-7` TALL	11		8	3		DROUGHT TOLERANT
	PICEA GLAUCA `DENSATA` BLACK HILLS SPRUCE	B & B	6`-7` TALL	6			6		DROUGHT TOLERANT
	PICEA GLAUCA 'PENDULA `NORTON TOWER` NORTON TOWER WEEPING WHITE SPRUCE	B & B	6`-7` TALL	7			7		
	PINUS NIGRA `ARNOLD SENTINEL` ARNOLD SENTINEL AUSTRIAN PINE	B & B	6`-7` TALL	3			3		DROUGHT TOLERANT
	PRUNUS X 'SNOWFOZAM SNOW FOUNTAINS® WEEPING CHERRY	B & B	2"	3			3		



CITY OF SARATOGA SPRINGS CODE REQUIREMENTS

LANDSCAPE REQUIREMENT	CALCULATION	REQUIRED	PROVIDED	REMARKS
50% LIVE COVERAGE IN LANDSCAPE AREAS	TOTAL LANDSCAPE AREA = 67,785 SF	TOTAL LIVE VEGETATION COVERAGE = 33,893 SF	49 DECIDUOUS TREES @ ~450 SF/TREE = 22,050 SF 27 EVERGREEN TREES @ ~125 SF/TREE = 3,375 SF 708 SHRUBS @ ~12 SF/SHRUB = 8,496 SF TOTAL LIVE VEGETATION COVERAGE PROVIDED = 33,921 SF	
MINIMUM DECIDUOUS TREES REQUIRED: >15,001 = 7 + 1/ADDITIONAL 3000 SF	TOTAL LANDSCAPE AREA = 67,785 SF	29 DECIDUOUS TREES	49	MORE THAN MIN. PROVIDED TO MEET LIVE VEGETATIVE COVERAGE REQUIREMENTS AND PARK STRIP VEGETATIVE REQUIREMENTS.
MINIMUM EVERGREEN TREES REQUIRED: >15,001 = 5 + 1/ADDITIONAL 3000 SF	TOTAL LANDSCAPE AREA = 67,785 SF	27 EVERGREEN TREES	27	
MINIMUM DECIDUOUS SHRUBS REQUIRED: >15,001 = 25 + 1/ADDITIONAL 3000 SF	TOTAL LANDSCAPE AREA = 67,785 SF	47 SHRUBS	708	
TREE SIZE REQUIREMENTS: DECIDUOUS TREES - MINIMUM 2 CAL. EVERGREEN TREES- MIN. 6FT HEIGHT	NA	DECIDUOUS MINIMUM - 2 CAL. EVERGREEN - MIN. 6FT HEIGHT	DECIDUOUS - 2 CAL. EVERGREEN - 6FT HEIGHT	
SHRUB SIZE REQUIREMENTS: MINIMUM OF 25% OF SHRUBS = 5 GAL MIN. REMAINING SHRUBS = 1 GAL MIN.	TOTAL SHRUBS = 708	5 GALLON - 177 MINIMUM (25%)	(182) 5 GAL SHRUBS PROVIDED	
MINIMUM TWO SEPARATE COLORS AND SIZES OF LANDSCAPE ROCK- COLOR MUST BE IN CONTRAST WITH PAVEMENT AND HARDSCAPE.	NA	2 SEPARATE COLORS AND SIZES OF LANDSCAPE ROCK	2 TYPES OF LANDSCAPE ROCK USED	SEE LEGEND FOR SIZES AND TYPES
EDGING REQUIRED BETWEEN TURF AND PLANTER BEDS	NA	NA	MOWCURB BETWEEN ALL TYPES OF LANDSCAPE TREATMENTS	
PARK STRIP ACCEPTABLE MATERIALS: TURF, TREES, SHRUBS/PLANTS, MULCH, LIVE PLANT VEGETATION (OTHER THAN TREES) BELOW 3 FT IN HEIGHT, LANDSCAPE ROCK, COBBLE, AND REMOVABLE PAVERS.	NA	NA	LANDSCAPE ROCK, SHRUBS, TREES, TURF SOD	
30% OF PARK STRIPS TO BE PLANTINGS IF LANDSCAPE ROCK, COBBLE OR PAVERS ARE USED.	TOTAL PARKSTRIP AREA = 8,294 SF	TOTAL LIVE VEGETATION COVERAGE = 2,488 SF	9 DECIDUOUS TREES @ ~450 SF/TREE = 4,050 SF 199 SHRUBS @ ~12 SF/SHRUB = 211 SF TOTAL LIVE VEGETATION COVERAGE PROVIDED = 4,261 SF	
PARKING ADJACENT TO PUBLIC STREETS: MINIMUM 10' WIDE LANDSCAPE STRIP (BERM, HEDGE OR SCREEN WALL MIN. 3' HEIGHT) BETWEEN SIDEWALK AND PARKING AREAS, 30' MAX BETWEEN TREES (DECIDUOUS OR EVERGREEN).	NA	10' WIDE BUFFER	>10' WIDE BUFFER	
ACCEPTABLE LANDSCAPE MATERIALS WITHIN PARKING AREA: TREES, SHRUBS, AND GROUND COVER.	NA	NA	LANDSCAPE ROCK, SHRUBS, TREES	
ISLANDS ON DOUBLE ROWS OF PARKING: MINIMUM 2 TREES PER ISLAND	3 DOUBLE ROW ISLANDS	6 TREES - 2/ISLAND	6 TREES - 2/ISLAND	
ISLANDS ON SINGLE ROWS OF PARKING: MINIMUM 1 TREE PER ISLAND	6 SINGLE ROW ISLANDS	2 TREES - 1/ISLAND	10 TREES - 1/ISLAND	

GENERAL LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
2. TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS:
   - 2.1. PER PLANTING DETAILS IN PLANTER BED AREAS.
   - 2.2. 4" DEPTH IN ALL TURF SOD AREAS
   - 2.3. 4" DEPTH IN ALL NEW SEED AREAS.
3. EDGING SHALL BE IMPLEMENTED BETWEEN ALL VARYING LANDSCAPE MATERIALS SUCH AS TURF GRASS AND BARK MULCH, BARK MULCH AND ROCK MULCH, TURF GRASS AND BROADCAST SEED, ETC. EXACT TYPE OF EDGING SHALL BE INDICATED ON THE PLANS. IF NO EDGING IS INDICATED ON THE PLANS A 6" X 6" SLIP FORMED, SQUARE CONCRETE CURB SHALL BE USED.
   - 3.1. LANDSCAPE ROCK COLOR AND TYPE TO BE APPROVED BY OWNER. SUBMIT SAMPLES FOR APPROVAL PRIOR TO INSTALLATION. ROCK MATERIAL SHALL BE IMPLEMENTED IN ALL PLANTER BED AREAS INDICATED ON THE PLANS AT THE DEPTHS SPECIFIED IN LANDSCAPE DETAILS.
4. INSTALLATION SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL LAWS AND ORDINANCES.
5. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF THE QUALITY AND PERFORMANCE SPECIFIED, AND SHALL MEET THE REQUIREMENTS OF THIS SYSTEM. USE MATERIALS AS SPECIFIED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT WRITTEN PERMISSION OF THE OWNER OR LANDSCAPE ARCHITECT
6. BASE PLAN & LOCATION OF EXISTING EQUIPMENT ARE SCHEMATIC IN NATURE. FIELD VERIFY ALL BASE & EXISTING ELEMENTS PRIOR TO CONSTRUCTION & PROVIDE NECESSARY ADJUSTMENTS.
7. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. FOLLOWING THE FIRST 24 HOURS ALL PLANTS SHALL BE WATERED ROUTINELY TO ENSURE SURVIVABILITY AND PROMOTE ESTABLISHMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A WATERING SCHEDULE FOR THE OWNER'S REVIEW AND REFERENCE.
8. THE CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR ONE-YEAR AFTER DATE OF FINAL ACCEPTANCE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND AVOIDANCE OF ALL UNDERGROUND UTILITIES DURING THE INSTALLATION OF LANDSCAPE AND IRRIGATION ELEMENTS. SHOULD ANY DAMAGE OCCUR TO UNDERGROUND UTILITIES THE CONTRACTOR SHALL REPLACE OR REPAIR THE DAMAGE AT NO ADDITIONAL COST TO THE OWNER.
10. PRIOR TO STREET/PUBLIC TREE INSTALLATION, PRUNING (CROWN/ROOT) OR REMOVAL PLEASE HAVE THE CONTRACTED LICENSED/CERTIFIED ARBORIST SUBMIT A COMPLETE PUBLIC TREE PERMIT APPLICATION AT LEAST 30 DAYS PRIOR TO WORK BEING PERFORMED FOR THIS PROJECT TO INCLUDE CERTIFIED ARBORIST INFORMATION AND START AND COMPLETION DATES.*
11. DIMENSIONS SHOWN ON LANDSCAPE PLAN ARE SHOWN FOR REFERENCE AND TO AID IN INSTALLATION. SLIGHT DEVIATIONS (+/-1') FROM THE DIMENSIONS SHOWN ARE ACCEPTABLE AS LONG AS THE OVERALL INTENT OF THE DESIGN IS MAINTAINED.
12. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE REVIEW OF ALL OTHER PROJECT DESIGN DOCUMENTS: UTILITIES, STRUCTURES, OR OTHER ELEMENTS MAY NOT BE DISPLAYED ON THESE SHEETS FOR GRAPHIC CLARITY.
13. LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH OTHER TRADES TO ENSURE CONFLICTS BETWEEN OTHER ELEMENTS NOT SHOWN ON THESE SHEETS ARE RESOLVED IN THE FIELD.
14. LANDSCAPE CONTRACTOR SHALL BE REQUIRED FOR MAINTENANCE AND WARRANTY OF LANDSCAPE AREAS PER THE PROJECT MAINTENANCE SPECIFICATIONS.
15. AREAS IMPACTED BY CONSTRUCTION THAT ARE NOT SHOWN ON THIS SHEET SHALL BE RESTORED TO PRE CONSTRUCTION CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
   - 15.1. FORMAL LANDSCAPE TO MATCH EXISTING CONDITION
   - 15.2. NATIVE LANDSCAPE AREAS TO BE RE-VEGETATED WITH SEED MIX AND HECP PER PROJECT SPECIFICATIONS AND DETAILS.

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	L1.01	L1.02	L1.03	L1.04
	1	LANDSCAPE ROCK TYPE 1	8,570 SF	3,418 SF	2,886 SF	1,713 SF	544 SF
	2	LANDSCAPE ROCK TYPE 2	28,135 SF	5,805 SF	7,471 SF	12,178 SF	2,681 SF
	3	NATIVE SEED MIX	31,080 SF	13,135 SF	6,363 SF	10,341 SF	1,240 SF
	4	CONCRETE MOWCURB	2,500 LF	1,147 LF	955 LF	287 LF	111 LF
	5	WEED BARRIER UNDER ALL LANDSCAPE ROCK					
	6	3-5' LANDSCAPE BOULDER	41	17	17	2	5
	7	EXISTING LANDSCAPE TO REMAIN- AREA NOT PART OF PROJECT					

811 Know what's below. Call before you dig.

REV	DATE	Description

LICENSED LANDSCAPE ARCHITECT — ZACHARY AARON SCOTT — 10448786-5301 — 5/10/2025 — STATE OF UTAH

Horrocks.

UTA — UTAH TRANSIT AUTHORITY

Designed By:	DAXEN SMITH
Drawn By:	DAXEN SMITH
Checked By:	RYAN KITCHEN
Approved By:	TREVOR PRICE

UTA PARK AND RIDE FACILITES

SARATOGA SPRINGS, UT

LANDSCAPE OVERVIEW

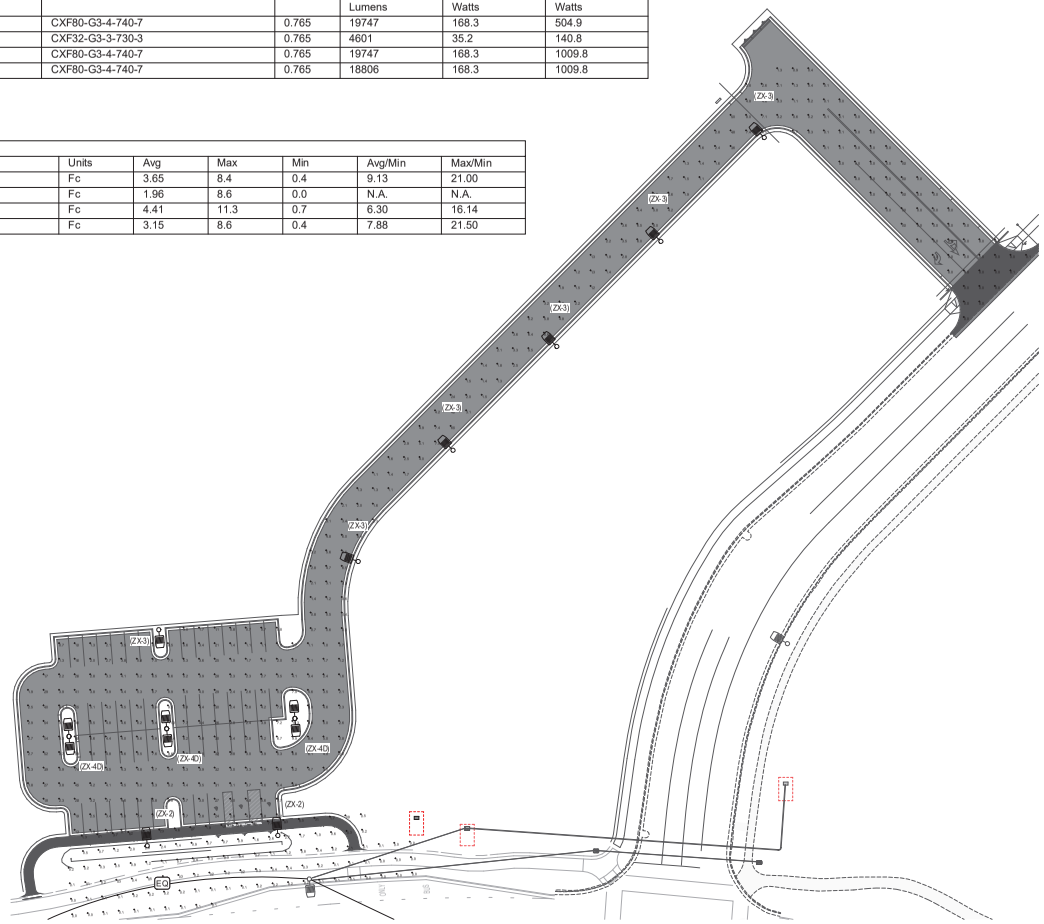
100% DESIGN PACKAGE

Scale:	1"=60'
CADD Filename:	LS-SS.dwg
Submittal Date	08/22/2025
UTA Contract No.:	23-03780VW
Drawing No.: PAGE #	Sheet No.: L.1.00

Exhibit 6: Photometric Plan

Luminaire Schedule						
Tag	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
ZX2	Single	CXF80-G3-4-740-7	0.765	19747	168.3	504.9
EXISTING	Single	CXF32-G3-3-730-3	0.765	4601	35.2	140.8
ZX3	Single	CXF80-G3-4-740-7	0.765	19747	168.3	1009.8
ZX4D	Back-Back	CXF80-G3-4-740-7	0.765	18806	168.3	1009.8

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PEDESTRIAN WALKWAY	Illuminance	Fc	3.65	8.4	0.4	9.13	21.00
UTA ACCESS ROAD	Illuminance	Fc	1.96	8.6	0.0	N.A.	N.A.
UTA PARKING	Illuminance	Fc	4.41	11.3	0.7	6.30	16.14
ACCESS ROAD	Illuminance	Fc	3.15	8.6	0.4	7.88	21.50



1 ELECTRICAL SITE PLAN - LIGHTING CALCULATIONS
SCALE: 1" = 40'-0"

GENERAL SHEET NOTES

1. FOR ALL LIGHT FIXTURES, POLE LIGHTS, AND ALL OTHER ELECTRICAL DEVICES THE CONTRACTOR SHALL COORDINATE EXACT LOCATION AND MOUNTING HEIGHTS WITH OWNER, ENGINEER, AND ALL OF THE CONTRACT DOCUMENTS PRIOR TO ROUGH IN AND TRENCHING.
2. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, BACKFILL, AND COMPACTION ASSOCIATED TO ALL ELECTRICAL UNDERGROUND RACEWAYS AND CABLES. COORDINATE WITH CIVIL DRAWINGS. SEE UNDERGROUND RACEWAY DETAILS FOR REQUIREMENTS FOR EACH TRENCH.
3. CONTRACTOR SHALL INSTALL POLE MOUNTED LIGHTS IN STRAIGHT LINES, SQUARE, AND PLUMB. COORDINATE WITH CIVIL DRAWINGS.
4. THE ELECTRICAL CONTRACTOR SHALL HAVE ANY AND ALL CONCRETE POLE BASES AND SLABS REVIEWED BY A STRUCTURAL ENGINEER AND SHALL MODIFY DESIGN PER STRUCTURAL ENGINEER'S AND OR AHJ'S RECOMMENDATIONS.
5. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL CONCRETE/ASPHALT CUTTING AND REPLACEMENT OF CONCRETE/ASPHALT TO MATCH EXISTING ASSOCIATED WITH UNDERGROUND RACEWAYS PROVIDED AS PART OF THIS PROJECT.
6. ALL PRIVATE STREET LIGHTS SHALL BE MASTER-METERED AT PRIVATELY OWNED SERVICES.
7. ALL PRIVATE STREET LIGHTS SHALL NOT BEAR ANY SORT OF CITY IDENTIFICATION, SUCH AS THE CITY LOGO

SHEET KEYNOTES

SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-678-7077
801-328-5151
fax: 801-328-5155
www.spectrum-engineers.com

REV	DATE	Description

LICENSED PROFESSIONAL ENGINEER — 7258082 — SPENCER C. LITTLE — 09-30-2025 — STATE OF UTAH

Horrocks.

Submitted By:

UTA UTAH TRANSIT AUTHORITY

Approved By:

Designed By:	CLS
Drawn By:	SAC
Checked By:	DDH
Approved By:	MCF

UTA Utah County Park & Ride Facilities - Saratoga Springs

SARATOGA SPRINGS, UT

ELECTRICAL SITE PLAN - LIGHTING CALCULATIONS

100% DESIGN PACKAGE

Scale:	
CADD Filename:	ELECTRICAL SITE PLAN - LIGHTING CALCULATIONS
Submittal Date	12/04/2024
UTA Contract No.:	23-03780VW
Drawing No.:	Sheet No.: ES103

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SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Rezone and General Plan Amendment
Hidden Landing Phase 2
November 13, 2025
Public Meeting

Applicant:	Julie Smith
Owner:	Hidden Landing, LLC/Larry Myler; James Bernardi; Yuki Bernardi;
Location:	Summit View Drive and Sage Hill Drive
Project Acreage:	Approx. 28.642 Acres
Residential Units/Lots:	66 Lots
Current Use:	Rural Residential
Requested Land Use:	Low Density Residential
Requested Zoning:	R1-10
Adjacent Zoning:	R1-10 and RR
Adjacent Uses:	Institutional, Low Density Residential and Rural Residential
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

A. Executive Summary and Request:

Applicant is seeking to rezone the property from the RR zone to the R1-10 zone and amend the General Plan Land Use Map designation from Rural Residential to Low Density Residential. The property consists of approximately 28.6 acres and is located south and east of Sagehill Drive and Summit View Drive. The applicant has prepared a concept plan showing 66 single family lots. All proposed open space is private and developed, with public access easements over the proposed trails.

Recommendation:

On October 30, 2025, the Planning Commission recommended approval of the proposed rezone and general plan amendment. The vote was 5-1.

Staff recommends that the City Council conduct a public meeting on the application, review and discuss the proposal, and choose from the options in the Recommendation and Alternatives Section of this report. Options include approval with or without conditions, denial, or continuation.

B. Background: This area was originally subdivided as the Sage Hill subdivision, with 5-acre minimum lot sizes, under Utah County regulations on January 13, 1995 and was assigned the land

use designation as Rural Residential and RR zone when the City incorporated in 1997. On August 15, 2023, the City Council approved the Hidden Landing Phase 1 Preliminary Plat which includes 31 single family lots and 2.75 acres of open space. The Planning Director approved the Final Plat on July 19, 2024 which includes three lots and right of way in the RR zone. The applicant is requesting to rezone and amend the General Plan to further subdivide the 1.148-acre lot in Hidden Landing Phase 1 into smaller lots before the plat is recorded.

C. **Process:** Code Section 19.13.04 outlines the process for a Rezone and General Plan Amendments. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council makes the final decision to either approve with or without conditions, continue, or deny the request.

Section 19.17.03 outlines the process criteria for Planning Commission and City Council Review:

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.
   Complies. *The application was reviewed by the Planning Commission and received a recommendation prior to review by the City council. The application was received on August 8, 2025 and upon completion of review, October 30, 2025 was the soonest available Planning Commission meeting.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title.
   Complies. *Please see Sections E and F of this report.*

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code and Chapter 19.13. For an application which concerns a specific parcel of property, the City shall provide the notice required by the Utah Code and Chapter 196.13 for a public hearing.
   Complies. *Please see Section* D *of this report.*

Concept Plan

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

Per Chapter 19.13 of the Land Development Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The review shall be for comment only and is non-binding.

A concept plan layout has been submitted with the request for a rezone and General Plan Amendment and is included with this staff report. The concept plan is meant to help understand the intent of the applicant's request and their future development plans. The attached concept plan review is non-binding and does not address all concerns or requirements of the Land

Development Code. The items marked “shall comply” or “does not comply” shall be incorporated into the preliminary plat application.

D. Community Review:

Public Meeting: This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.

Public Hearing: Prior to the Planning Commission meeting on October 30, 2025, this application was noticed as a public hearing in accordance with Utah Code § 10-9a-205 and applicable City ordinances. Notice was posted on the Utah Public Notice Website, the City’s website, and at City Hall, and mailed to property owners directly affected by the request and to those within 300 feet of the subject property at least 10 calendar days before the hearing.

Prior to the City Council meeting, this item was noticed as a public meeting in accordance with Utah State and City Codes. Notice was posted on the Utah Public Notice Website and the City’s website at least 24 hours in advance of the meeting.

Public Comment: As of the date of this report, no public input has been received.

E. General Plan: The Land Use Map of the General Plan designates this property as Rural Residential, which is described as “areas designated large-lot single family homes”. The general plan specifies that Rural Residential consists of 8% of the area within the Annexation Policy Boundary. There are additional pending applications that are requesting to reduce the rural residential designation.

Staff conclusion: Inconsistent. The applicant is proposing a land use which is different from the General Plan. A General Plan amendment is being proposed by the applicant and is subject to approval by the Land Use Authority.

Current Land Use

Table 3.1: Current Land Use

Land Use	Percentage
Agricultural	0%
Community Commercial	1%
Developed Open Space	2%
General Industrial	1%
High-Density Residential	1%
Institutional	2%
Light Industrial	1%
Low-Density Residential	30%
Medium Density Residential	4%
Natural Open Space	15%
Neighborhood Commercial	1%
Office	2%
Office Wearhouse	1%
Planned Community Mixed Use	13%
Regional Commercial	3%
Rural Residential	8%
Mixed Waterfront	3%
Planned Community Residential	13%

F. Code Criteria:

Land Use

The Land Use Map of the General Plan indicates Rural Residential – if the applicant were to apply for a rezone that matches the general plan it would be the RR zone. The applicant is requesting an amendment to Low Density Residential to support their request for a rezone to R1-10. The requested rezone would change the regulations for the subject property as follows:

	Agriculture	R1-10
• Lot Minimum Size	From: 1 acre	To: 10,000 sf
• Interior Side Setback	From: 12’	To:8’/20’
• Maximum Height	From: 35’	To: 35’
• Minimum Dwelling Size	From: 1,000 sf	To: 1,000 sf

A comparison of the uses allowed in the RR and R1-10 zone is included below:

	A	RA-5	RR	R1-40	R1-20	R1-10	R1-9	R2-8	R3-6	MF-10	MF-14	MF-18	MR[2]
Agriculture	P	P	P										
Animal Hospital, Large/Large Veterinary Office	P	P											
Apiary (see §§ 19.05.08)	P	P	P	P	P	P	P	P	P	P	P	P	P
Bed and Breakfast	P	P	P	P	P								
Cannabis Production Establishments as defined by Utah Code	P												
Chickens (see §§ 19.05.05 and 19.05.06)	P	P	P	P	P	P	P	P					
Church	P	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling, Accessory Unit[3]													
Dwelling, Internal Accessory Unit[3]	P	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling, Mobile Home													

Dwelling, Multi-Family										P	P	P	P
Dwelling, Single Family	P	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling, Three-Family									P	P	P	P	P
Dwelling, Townhouse or Townhome									P	P	P	P	P
Dwelling, Two-Family								P	P	P	P	P	P
Equestrian Center	P	P											
Farm Animals (see Section 19.05.05)	P	P	P										
Farmer's Market	P	P	P										
Home Occupations	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08
Kennel, Private	P[3]	P[3]	P[3]										
Livestock Auction Yard	P												
Plant and Tree Nursery	P	P	P										
Production of Fruit and Crops	P	P	P	P	P	P	P	P	P	P	P	P	P
Public and private utility building or facility	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]
Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Parks, playgrounds, recreation areas, or other park improvements[1]	P	P	P	P	P	P	P	P	P	P	P	P	P
Refueling Station, Private	P												
Rental, Long Term	P	P	P	P	P	P	P	P	P	P	P	P	P
Rental, Short Term													
Residential Facilities for Elderly Persons	P	P	P	P	P	P	P	P	P	P	P	P	P
Residential Facilities for	P	P	P	P	P	P	P	P	P	P	P	P	P

Persons with a Disability													
Riding Arena (Commercial)	P	P											
Riding Arena (Private)	P	P	P										
School, Charter	P	P	P	P	P	P	P	P	P	P	P	P	P
School, Private and Quasi-Public	P	P	P	P	P	P	P	P	P	P	P	P	P
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P
Stables	P	P	P										
Temporary Sales Trailer	P	P	P	P	P	P	P	P	P	P	P	P	P

Zoning

The property is currently zoned Rural Residential (RR), and the applicant is requesting a rezone to Single-Family Residential R1-10. The proposed rezone would divide the existing contiguous RR area south and east of Sagehill Drive, leaving a RR 5-acre parcel between the two sections of the proposed R1-10 zone and resulting in separate, disconnected areas of RR zoning south and north of Sagehill Drive.

Concept Plan

A concept plan has been submitted with the request for a rezone and General Plan Amendment and is included with this staff report. The concept plan is meant to help understand the intent of the applicant's request and their future development plans. The attached concept plan review is non-binding and does not address all concerns or requirements of the Land Development Code. The items marked "shall comply" or "does not comply" shall be incorporated into the preliminary plat application. It is common for the concept plan review to have a significant amount of redlines as this is a non-binding informal review and staff typically completes one review, rather than multiple reviews at this stage of the process.

Open Space and Amenities

Hidden Landing Phase 1 provides 2.7 acres of open space, exceeding the minimum City requirement by approximately 0.37 acres. In addition, Phase 1 includes amenities totaling 136.4 points, surpassing the required 77 points established by the City's amenity standards. The applicant proposes that the excess open space acreage and amenity points from Phase 1 be applied toward meeting the open space and amenity requirements for Phase 2 of the subdivision.

Staff conclusion: Consistent. Detailed open space and amenity information for Phase 2 has not been submitted at this time. The applicant proposes to apply excess open space acreage and amenity points from Phase 1 toward meeting Phase 2's future requirements. The decision to allow this transfer of open space and amenity credits will be determined by the City Council through the Development Agreement.

Rezone and General Plan Amendment
A zoning map amendment (rezone) and General Plan Amendment are legislative decisions. The City Council has significant discretion when considering these changes. The criteria for a rezone and general plan amendment are outlined below and act as guidance in the decision making. Note that the criteria are non-binding.

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

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

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Staff finding: Consistent if approved.

2. the proposed change will not decrease or otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Staff finding: Up for discussion. *The current zone and the requested zone offer different uses, building heights, and setbacks and do not match the General Plan. Findings for either approval or denial are included in Section* G *of this report.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City;

   19.01.04. Purpose.
   1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
      a. encourage and facilitate the orderly growth and expansion of the City;
      b. secure economy in governmental expenditures;
      c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
      d. enhance the economic well-being of the municipality and its inhabitants;
      e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
      f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
      g. stabilize and conserve property values;
      h. encourage the development of an attractive and beautiful community; and
      i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

   Staff finding: up for discussion. *19.04.09 states the purpose of each zone. The purpose of the RR and R1-10 zones are included below. The General Plan recommends RR zoning,*

which allows 1 acre lots and does not require open space such as parks because of the large lot size.

Rural Residential (RR):
The purpose of the Rural Residential Land Use Zone is to allow for the establishment of large lot residential developments that preserve natural view corridors, open spaces, environmentally-sensitive lands and that more fully preserves the rural character of Saratoga Springs. To achieve these goals, the minimum lot size is one acre.

R1-10 (Residential Single Family 10,000):
The purpose of the R1-10 Land Use Zone is to allow single family homes with a minimum lot size of 10,000 square feet. This zone allows for the establishment of single family neighborhoods on medium-sized lots that are characteristic of traditional suburban residential neighborhoods.

4. In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change; and
   Staff finding: Up for discussion. *The property will have different benefits to the public depending upon the zoning. The current RR zone allows for different uses than the R1-10 zone and has different regulations. The requested R1-10 zone allows for smaller lots with reduced setbacks and overall greater density. The RR zoning allows for 1 acre lots and does not require open space dedications due to the large lot size.*

5. Any other reason that, subject to legislative discretion of the City Council, could advance the general welfare.
   Staff finding: Can comply. *Staff recommends a mutually agreed upon development agreement be approved and signed before a rezone and General Plan Amendment take effect, if the City Council approves this request.*

G. Recommendations and Alternatives:
Staff recommends that the City Council conduct a public hearing, take public input, discuss the application, and choose from the following options.

Option 1 – Approval
"I move that the City Council approve the requested Rezone and General Plan Amendment for the Hidden Landing Phase 2 Rezone and General Plan Amendment, located south and east of Summit View Drive and Sagehill Drive, with the Findings and Conditions in the Staff Report."

Findings
1. The City Council may choose to amend the Land Use Map of the General Plan. If the Council finds that an amendment benefits the City, then the proposed land use will be modified to support the City's established goals.

2. The application complies with the criteria of the Land Development Code, as articulated in Section F of the staff report, if the City Council determines the request is in the best interest of the City, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met.
2. All requirements of the Fire Chief shall be met.
3. Once approved by the City Council, all remaining redlines on plans, and the Planning Review Checklist shall be incorporated into future submittals.
4. The allocation of open space credit and amenity points from Phase 1 to Phase 2 [shall be/shall not be] approved and included in the terms of the Development Agreement.
5. All other Code requirements shall be met.
6. A 6-foot masonry fence shall be installed along the east and west property lines of the Burton property.
7. Any other conditions or changes as articulated by the City Council: _____.

Option 2 – Denial

"I move that the City Council deny the requested Hidden Landing Phase 2 Rezone and General Plan Amendment, located at south and east of Summit View Drive and Sagehill Drive with the Findings below:

1. The rezone request is not consistent with the General Plan land use designation of Rural Residential.
2. The City aims to preserve land designated for Rural Residential development, and the proposed land use and zoning change would further diminish the amount of land available for this purpose.
3. The proposed rezone would divide the existing contiguous RR zone south of Sagehill Drive, creating a separation between the eastern and western portions of the proposed development by a 5-acre parcel.
4. The proposed concept plan seeks to use a portion of the open space approved in Hidden Landing Phase 1 to satisfy the open space requirements for Hidden Landing Phase 2. However, open space allocations and development phasing were established at the time of preliminary plat approval, which has already been completed for Phase 1 and did not include the area now proposed for Phase 2.
5. The proposed rezone would reduce the type of housing options and property types in the City, thus reducing an already limited supply of RR properties.

Option 3 – Continuance

"I move to continue the Rezone and General Plan Amendment for Hidden Landing Phase 2 development 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. _____

H. Exhibits:

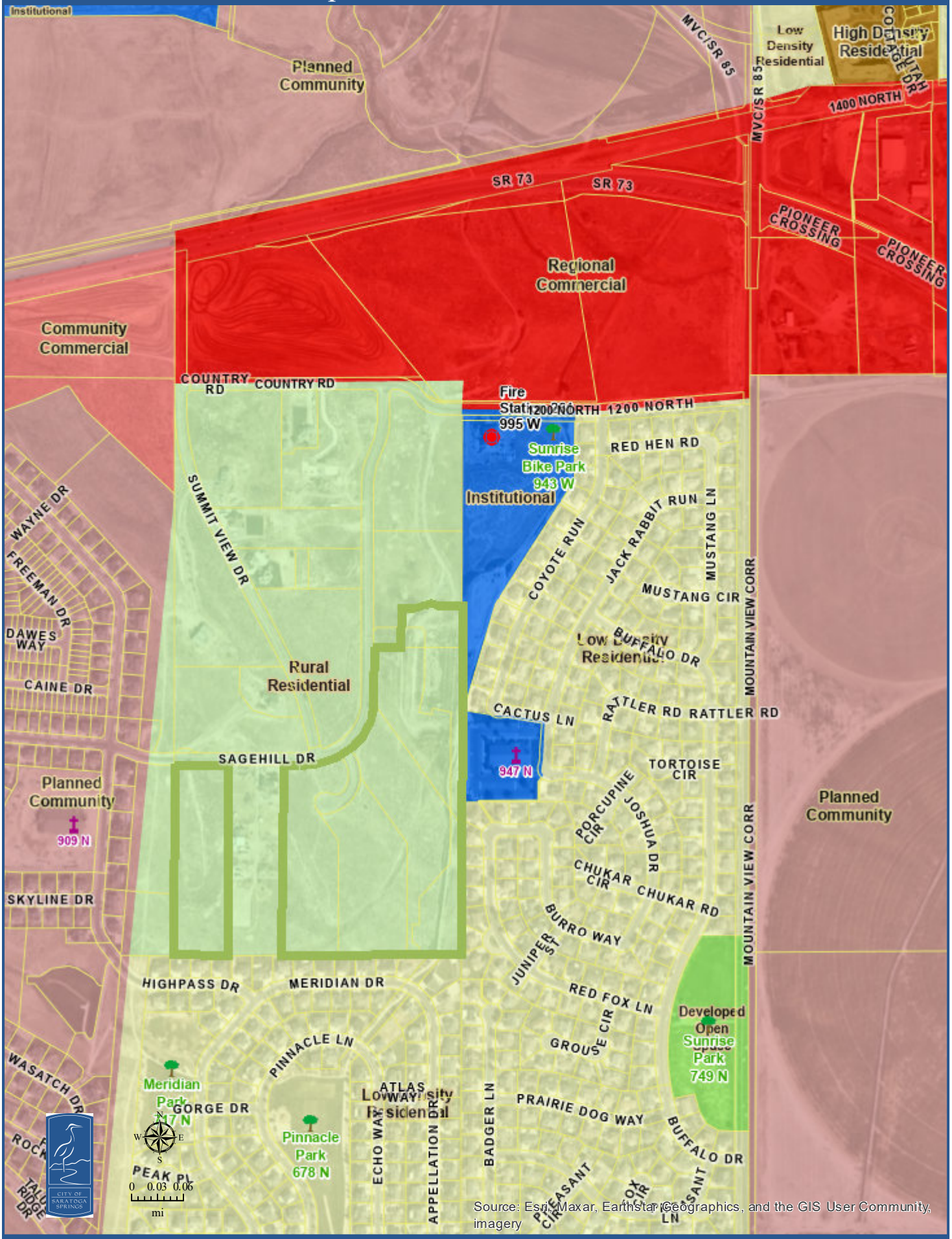
1. Zoning Map
2. Land Use Map
3. Application Review Checklist
4. Concept Plan
5. Planning Commission Meeting Minutes, October 30, 2025
6. Ordinance/Development Agreement

Exhibit 1: Zoning Map



23 October 2025

Exhibit 2: Land Use Map



23 October 2025

EXHIBIT 3: PLANNING REVIEW CHECKLIST

SARATOGA SPRINGS PLANNING

APPLICATION REVIEW CHECKLIST

Application Information

REZONE/GENERAL PLAN AMENDMENT/CONCEPT PLAN
HIDDEN LANDING 2

Applicant:	Julie Smith
Owner:	Hidden Landing LLC
Location:	Sage Hill Drive and Summit View Drive
Project Acreage:	Approx. 28.642 Acres
Residential Units/Lots:	66 Lots
Current Use:	Rural Residential
Requested Land Use:	Low Density Residential
Requested Zoning:	R1-10
Adjacent Zoning:	R1-10 and RR
Adjacent Uses:	Low Density Residential and Rural Residential
Past Action and Date:	Not Applicable
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner
Floodplain:	No

Date Received:	**1st submittal:** August 8, 2025
	2nd submittal: September 9, 2025
	3rd submittal: Click here to enter a date.
	4th submittal: Click or tap to enter a date.
Date of Review:	**1st submittal:** August 28, 2025
	2nd submittal: September 19, 2025
	3rd submittal: Click here to enter a date.
	4th submittal: Click or tap to enter a date.
Parcel Number(s) and size:	13:028:0035/2.00 AC
	13:028:0036/6.01 AC

Section 19.13 – Application Submittal

- Application Complete (Date of Payment): August 8, 2025
- Rezone Required: Yes
- General Plan Amendment required: Yes

Section 19.13.04 – Process

- Required Meetings: Planning Commission and City Council

- Planning Director Approval: No
- Public Hearing Required – check 19.13.04 process table: Yes - City Council
- Neighborhood Meeting Required: No

DRC Review

DRC Review Comments:

- Hidden Landing Phase 2 Rezone/GPA (15-minute discussion)
  - Lot needs to stub on all sides for connectivity
  - Block length shall not be longer than 1000 ft
  - Open Space slope and usability questionable

Code Review

- 19.04, Land Use Zones
  - Zone: Rural Residential
  - Requested Zone: R1-10
  - Land Use: Rural Residential
  - Requested Land Use: Low Density Residential

19.04.010 Requirements		R1-10	
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Maximum Units per Acre	3 unit/acre	**Shall Comply.**	*Submit with Preliminary Plat.*
Lot Size, Residential (Minimum)	10,000 sq. ft.	**Shall Comply.**	*Submit with Preliminary Plat.*
Lot Size, Non-Residential (Minimum)	30,000 sq. ft.	**Shall Comply.**	*Submit with Preliminary Plat.*
Footprint Development	N/A	**Shall Comply.**	*Submit with Preliminary Plat.*
Building Separation - Footprint (Minimum)	N/A	**Shall Comply.**	*Submit with Preliminary Plat.*
Project Size - Footprint (Minimum)	N/A	**Shall Comply.**	*Submit with Preliminary Plat.*
Lot Coverage (Maximum)	50%	**Shall Comply.**	*Submit with Preliminary Plat.*
Structure Height (Minimum)	35'	**Shall Comply.**	*Submit with Preliminary Plat.*
Dwelling Size (Minimum)	1,000 sq. ft.	**Shall Comply.**	*Submit with Preliminary Plat.*
Lot Width (Minimum)	70'	**Shall Comply.**	*Submit with Preliminary Plat.*
Lot Frontage*** (Minimum)	35'	**Shall Comply.**	*Submit with Preliminary Plat.*
Open Space Frontage (Minimum)	35'	**Shall Comply.**	*Submit with Preliminary Plat.*
Front Setback* (Minimum)	25', 20' for enclosed entry or porch	**Shall Comply.**	*Submit with Preliminary Plat.*
Street Side Setback (Minimum)	20'	**Shall Comply.**	*Submit with Preliminary Plat.*

Interior Side Setback, Residential(Minimum)	8'/20'(min/combined)	**Shall Comply.**	*Submit with Preliminary Plat.*
Interior Side Setback, Non-Residential(Minimum)	25'	**Shall Comply.**	*Submit with Preliminary Plat.*
Rear* Setback, Residential(Minimum)	25'	**Shall Comply.**	*Submit with Preliminary Plat.*
Rear Setback, Non-Residential(Minimum)	25'	**Shall Comply.**	*Submit with Preliminary Plat.*

No density shall be calculated on sensitive lands.	**Complies.**	*See plan on file with planning*
A Neighborhood Plan is required in the Mixed Residential Zone.	**N/A.**	
Open Space and Landscaping Requirements: For non-residential and non-agricultural uses open space is not required; however a minimum of 20 percent of the total project shall be used for landscaping, including improvements consistent with the Parks and Trails Master Plan, General Plan, Bicycle and Pedestrian Master Plan, or other applicable plan.	**N/A.**	
Prohibition of Creating New Residential Units. No existing Dwelling, Two-family; Dwelling, Three-family; or Dwelling, Multi-family, shall be further subdivided or otherwise approved to contain an additional dwelling(s).	**Complies.**	*Not proposed.*
19.04.08 & 19.04.11 Proposed Uses Allowed - Permitted Uses:	**Complies.**	*Single family.*
A neighborhood meeting is required for all public parks, public playgrounds, public recreation areas, or other public park improvements prior to new construction. City staff will notify residents within the subdivision or neighborhood area prior to any meeting. Any proposal for a regional park within the City will also be required to go Through a Site Plan review according to the requirements within the Land Development Code.	**Complies.**	*Neighborhood meeting not required.*
19.04.09 (9) and 19.04.11 (superscript 2): Ancillary uses and edge uses may not exceed 20 percent of the building area within a Master Development Plan contained in a Master Development Agreement	**N/A.**	

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	**Complies.**	*Properties are outside of the flood plain*
Water & Sewage: Each lot shall be connected to City water and sewer.	**Complies.**	*See plan on file with planning*
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	**Complies.**	*See plan on file with planning*
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	**Complies.**	*ROW shown.*
19.05.16. Special Standards and Considerations Governing Particular Uses. ***See Code for details***	**N/A.**	
Automobile refueling stations and car wash operations.	**N/A.**	
Automobile Repair, Minor:	**N/A.**	
Car Wash (full service).	**N/A.**	
Hotels.	**N/A.**	
Kennel, Private.	**N/A.**	

Storage, Self-Storage, or Mini-Storage Units.	**N/A.**	
Vehicle Storage.	**N/A.**	
Public and Private Utility Building or Facility and Public Building Sites.	**N/A.**	
Bars.	**N/A.**	

19.11 Lighting		
General Standards		
Regulation	**Compliance**	**Findings**
Material: All Lighting Fixtures and assemblies shall be metal.	**Shall Comply.**	*Submit with Preliminary Plat.*
Base: All lighting poles shall have a 16" decorative base.	**Shall Comply.**	*Submit with Preliminary Plat.*
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	**Shall Comply.**	*Submit with Preliminary Plat.*
Angle: Shall be directed downward.	**Shall Comply.**	*Submit with Preliminary Plat.*
Lamp: Bulbs may not exceed 4000k.	**Shall Comply.**	*Submit with Preliminary Plat.*
Drawings: Design and location of fixtures shall be specified on the plans.	**Shall Comply.**	*Submit with Preliminary Plat.*
Flags: The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	**Shall Comply.**	*Submit with Preliminary Plat.*
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	**Shall Comply.**	*Submit with Preliminary Plat.*
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**Shall Comply.**	*Submit with Preliminary Plat.*
Residential Lighting		
Floodlights: Floodlights are prohibited.	**Shall Comply.**	*TBD with Building Permit*
Street Lighting: All street lighting fixtures shall be metal and black and also include an arm and bell shade or a pole and lantern configuration and meet the City Standards.	**Shall Comply.**	*Submit with Preliminary Plat.*
Building Lighting: Building lighting shall be full cutoff and downward directed, and only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	**N/A.**	
Single Family: Homes located less than one half mile from Camp Williams shall have full cutoff lighting that does not exceed 90, and no upward lighting is permitted.	**N/A.**	

Subdivision Layout		
Layout: The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	**Shall Comply.**	*Generally complies with the proposed Rezone from RR to R1-10 zones and General Plan Amendment from Rural Residential to Low Density Residential.*
Trails Master Plan: Shows required trails	**Complies.**	*No trail shown*

Block Length: The maximum length of blocks shall be 1,000'. In blocks over 800' in length, a dedicated public walkway through the block at approximately the center of the block will be required.	**Does Not Comply.**	*Block length will need to be verified on Coyote Creek Rd, Summit View Dr (1100 W.), and 1190 W. (1170 W.)*
Such a walkway shall not be less than 15' in width unless otherwise approved by the City in accordance with other applicable standards approved by the City Council.	**N/A.**	*See above.*
Connectivity: The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	**Complies.**	*It is recommended that the road is built and connects the two sections of the development.*
Mailboxes: Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.	**Shall Comply.**	*Submit with Preliminary Plat.*
Private Roads: Private roads may be constructed as approved as part of the Preliminary Plat approval and so long as such roads meet the same standards identified in the Saratoga Springs Standard Street Improvement Details.	**N/A.**	
Access: Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways shall not be placed on the intersecting road within 100' of the arterial connection.	**N/A.**	
Two separate means of vehicular access onto a collector or arterial road shall be required to be constructed to City road standards when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed thirty. **Exception:** Where no point of second access is available within 500' and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.	**Complies.**	*See plans on file with Planning*
Where two means of access are required, the points of access shall be placed a minimum of 500' apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way. The City Fire Chief may require a greater distance than 500 feet if: 1. an essential link exists between a legitimate governmental interest and the requirement; and 2. the requirement is roughly proportionate, both in nature and extent, to the impact of the proposed development.	**Complies.**	*See plans on file with Planning*
Driveway and Driveway Approaches: **Construction:** single driveways in the A, RA, and RR zones that are constructed of road base or gravel shall include a concrete apron at the entrance to the garage and at the intersection with the street, each a minimum of five feet in depth. Single driveways in all other zones, and shared driveways in all zones, shall be constructed of concrete or asphalt.	**N/A.**	
Shared Driveways: Shared driveways shall be a minimum of 26' in width and shall direct all runoff to a public or private drainage system. All dwellings on shared driveways shall provide enclosed garages or other covered parking. Shared driveways accessing more than four dwellings shall also provide a minimum of 25' of parking space between the garage and shared driveway. Shared driveways with four or fewer dwellings, if not providing a minimum of 20' of parking space, shall install a remote garage door opener prior to issuance of Certificate of Occupancy. All requirements of the Fire Code shall also be met.	**N/A.**	

1. Shared Driveways may be used for clustered single-family lots. a. When there are more than two units sharing a driveway, the maximum length shall be 150 feet. b. The maximum amount of units accessing a shared driveway shall be six. 2. Shared driveways may be used for two-family, three-family, and multi-family units. a. The maximum length shall be 150 feet. b. The maximum amount of units accessing a shared driveway shall be ten. 3. Number of Driveway Approaches: Only one driveway approach is allowed per property frontage. A circular driveway is considered one driveway approach if installed in accordance with the provisions of this section. a. Corner lots may have one driveway approach per street frontage. b. Circular driveways must have at least 15' between the two closest edges of the driveway approach at the property line and meet all other conditions of this code. 4. Driveway Approach widths: Residential driveway aprons shall not exceed 30 feet in width, except as follows. a. Driveway aprons may be increased up to 45-ft in width if the home has a 3 car garage and/or parking pad and the combined width of all drive approaches on a single frontage does not consume more than 60% of the total property frontage and all other conditions of the section are met.	**N/A.**	
iii. Driveway Widths: 1. Driveways shall be a minimum of twenty feet deep and eight feet wide for a single-wide driveway and sixteen feet wide for a double-wide driveway. 2. Rear-load alley product, as approved as part of a Community Plan, Village Plan, or Neighborhood Plan, may have an apron in lieu of a driveway approach for access to the garage from the alley. The apron shall be a minimum of five feet deep and shall not count towards required parking.	**Shall Comply.**	*TBD at building permit.*
iv. Driveway Approach Locations: Driveway approaches shall be a minimum of 5' from any property line where water meters are located, except for corner lots as specified below. 1. For corner lots, or where the vehicular access into a subdivision intersects a collector or arterial road as defined in the Transportation Master Plan, the minimum driveway approach distance, as measured from the edge of the right of way to the nearest edge or driveway surface shall be as follows: Local = 15 feet; Collector = 40 feet, Arterials = 100 feet. 2. Residential lots or parcels shall not be allowed to have access ways onto arterial roads such as Redwood Road, Crossroads Boulevard, Pioneer Crossing, and Pony Express. Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150 feet from the arterial roadway. Approval by UDOT may be required.	**Shall Comply.**	*TBD at building permit.*
v. The City may reject any permit or proposal for a driveway approach where staff has determined the proposed location would be dangerous or where it conflicts with any permanent improvements, existing or master planned utilities, or waterways.	**Shall Comply.**	*TBD at building permit.*
Lot Design		

All subdivisions shall result in the creation of lots that are developable and capable of being built upon. A subdivision shall not create lots that would make improvement impractical due to size, shape, steepness of terrain, location of watercourses, sanitary sewer problems, driveway grades, or other physical constraints and considerations.	**Complies.**	*Lots appear to be developable.*
All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.	**Complies.**	*Frontage shown.*
Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria: i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots; ii. For subdivisions with 50 or less lots: no more than 7.5% (rounding down) of the total lots are allowed to be flag lots; and iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.	**N/A.**	
Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way. In no case may land dedicated for public roads and rights-of-way be included in the area calculation of any lots, except for non-conforming lots.	**Complies.**	*ROW separated from lots.*
Side property lines shall be at approximately right angles to the street line or radial to the street line.	**Complies.**	*Right angles shown.*
Corner lots for residential use shall be 10% larger than the required minimum lot. Corner lots in the R1-10, R1-9, R2-8, R3-6, MR-10, MF-14, and MF-18 zones shall be ten percent larger than the minimum required of the zone.	**Shall Comply.**	*Submit with Preliminary Plat.*
No lot shall be created that is divided by a municipal or county boundary line.	**Complies.**	*Municipal lines to be at edge of plat.*
Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the Land Use Authority.	**Complies.**	*No remnants.*
Double access lots are not permitted with the exception of corner lots.	**Shall Comply.**	*Submit with Preliminary Plat.*
Driveways for residential lots or parcels shall not be allowed to have access on major arterials. **Exception:** Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150' from the arterial roadway. Approval by UDOT may be required.	**Complies.**	*No arterial driveways proposed.*
All subdivisions along arterial roadways shall conform to the City's requirements and adopted street cross-section including pedestrian walkways, park strips, landscaping, and fencing.	**Complies.**	*See plans on file with Planning.*
Street Connectivity		
Connectivity Standards. All new subdivisions shall provide connectivity with adjacent developed and undeveloped properties and with adjacent open space, amenities, parks, and natural areas. All new subdivisions are required to: Extend streets, sidewalks, and trails at least once in each direction to adjacent properties; and	Shall Comply.	820 North will need to stub to the south property and to line up to the west street as shown on the layout.
Connect to all existing vehicular and pedestrian access points on adjacent developed properties; and	Shall Comply.	See above.

Install and connect public trails into all adjacent public open space, parks, and trails, which includes but is not limited to connections to trail corridors with public access easements; and	**Complies.**	*No trails*
Stub public streets at least every 1,000 feet into all adjacent sides of undeveloped properties; and	**Shall Comply.**	*820 North will need to stub to the south property and to line up to the west street as shown on the layout.*
Connect or stub into all adjacent master-planned rights-of-way, sidewalks, trails, and public transportation stops, stations, and facilities.	**Complies.**	*Connects 9150 West Street*
Exceptions: Connectivity Standards may be reduced by the Land Use Authority for Preliminary Plats, Final Plats, or Site Plans, as applicable, if the applicant provides clear and convincing evidence that it is impracticable to achieve due to the following: a. Right-of-way, intersection, or access spacing cannot meet the Standard Technical Specifications and Drawings for City of Saratoga Springs; or	**N/A.**	
ii. The property is adjacent to the Jordan River, Utah Lake, delineated wetlands, slopes exceeding 30%, drainage channels, natural features, open space, or waterways that do not allow for a crossing or an access; or	**N/A.**	
iii. The property is adjacent to fully developed property that does not have any vehicular or pedestrian access points.	**Shall Comply.**	*Submit with preliminary.*
iv. Exceptions shall be construed narrowly by the Land Use Authority.	**N/A.**	
v. These exceptions shall not apply to trail connections.	**N/A.**	
Arrangement of Streets. The arrangement of streets in new developments shall make provision for the continuation of the existing streets in adjoining areas (or their proper projection where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width per the City's Standard Technical Specifications and Drawings). Exceptions below shall be construed narrowly and only granted if the developer provides clear and convincing evidence to the Land Use Authority that the exception is met.	**Shall Comply.**	*Submit with preliminary.*
In order to develop a public street grid throughout the City, public right-of-way connections through and between developments shall be made at a minimum of every 1000 feet and in a manner that will provide safe and convenient access to existing or planned arterial/collector streets, schools, public parks, public trails, private parks or trails with public access easements, employment centers, commercial areas, or similar neighborhood activity centers. The connections may be completed over time in phases as part of a circulation plan. This requirement does not apply to commercial development; however, all streets and trails on the Transportation Master Plan and Parks, Recreation, Trails, and Open Space Master Plan shall be included and shall be public streets.	**Complies.**	*Connections shown.*
A public street connection shall be provided to any existing or approved public street right-of-way stub abutting the development, unless it is demonstrated that a connection cannot be made because of the existence of one of the following conditions: i. Physical conditions that preclude development of a public street meeting the City's Standard Technical Specifications and Drawings. Such conditions may include, but are not limited to, topography, natural resource areas, such as wetlands, ponds, streams, channels, rivers or lakes, or slopes exceeding 30%.	**Shall Comply.**	*Submit with preliminary.*

ii. Buildings or other existing development on adjacent lands, including previously subdivided but vacant lots or parcels, which obstruct a connection now and in the future.	**Shall Comply.**	*Submit with preliminary.*
Circulation Plan. A circulation plan shall be provided as part of a preliminary subdivision plat or site plan application.	**Shall Comply.**	*Submit with preliminary.*
The circulation plan shall include connections to adjacent parcels and shall address street, sidewalk, and trail connectivity and shall include facilities shown on the City's adopted Master Plans.	**Shall Comply.**	*Submit with preliminary.*
The circulation plan shall show the connectivity, block length dimensions, cul-de-sac length dimensions, bike and pedestrian trails, and any proposed traffic calming features.	**Shall Comply.**	*Submit with preliminary.*
The circulation plan shall include proposed connections to and across adjacent properties.	**Shall Comply.**	*Submit with preliminary.*

19.13 Process	
Regulation	**Findings**
Neighborhood Meeting. Required before Planning Commission for any multi-family or non-residential development proposal adjacent to developed property in a residential zone. **Inform the applicant when this is required.**	*Not required.*
Notice/Land Use Authority.	*To be noticed at PC and CC.*
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	*N/A*
Phasing Improvements.	*N/A*
Payment of Lieu of Open Space.	Amount of $:
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.
Burial of Overhead Utility Lines	See Section 19.13.10

Concept Plan Application Requirements		
Regulation	**Compliance**	**Findings**
A completed application and affidavit, form, and application fee.	**N/A.**	*Layout provided, no concept at this time.*
Plat/Parcel Map of the area available at the Utah County Surveyor's Office.	**N/A.**	*Layout provided, no concept at this time.*
Proposed changes to existing zone boundaries, if such will be needed	**N/A.**	*Layout provided, no concept at this time.*

Conceptual elevations and floor plans, if available	**N/A.**	*Layout provided, no concept at this time.*
Drawn to a scale of not more than 1" = 100'	**N/A.**	*Layout provided, no concept at this time.*
Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use	**N/A.**	*Layout provided, no concept at this time.*
Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known	**N/A.**	*Layout provided, no concept at this time.*
Locations and widths of existing and proposed streets and right-of-ways	**N/A.**	*Layout provided, no concept at this time.*
Road centerline date including bearing, distance, and curve radius	**N/A.**	*Layout provided, no concept at this time.*
Configuration of proposed lots with minimum and average lot sizes	**N/A.**	*Layout provided, no concept at this time.*
Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities	**N/A.**	*Layout provided, no concept at this time.*
Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space	**N/A.**	*Layout provided, no concept at this time.*
Total acreage of the entire tract proposed for subdivision	**N/A.**	*Layout provided, no concept at this time.*
General topography shown with 1'or 2' contours and slope arrows with labels	**N/A.**	*Layout provided, no concept at this time.*
North arrow, scale, and date of drawing	**N/A.**	*Layout provided, no concept at this time.*
Property boundary with dimensions	**N/A.**	*Layout provided, no concept at this time.*
Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage City of Saratoga Springs Municipal Code Land Development Code - Title 19.13 Page | 10 parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre	**N/A.**	*Layout provided, no concept at this time.*
Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities	**N/A.**	*Layout provided, no concept at this time.*
Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project	**N/A.**	*Layout provided, no concept at this time.*
A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area	**N/A.**	*Layout provided, no concept at this time.*
Trails Master Plan: Shows required trails	**N/A.**	*Layout provided, no concept at this time.*

19.19 Open Space

Minimum Required Open Space

Regulation	Compliance	Findings
Open Space Required: A minimum of one Equivalent Acre of park space is required for every 40 residential units in a development, or fraction thereof.	**Does Not Comply.**	*Show proposed amount of Open Space on the preliminary plat. Phase 1 exceeds its open space requirement by .37 acres. The excess open space acreage in Phase 1 may or may not be used towards the open space requirements in Phase 2.*
Minimum Percentage by Development: In addition to the minimum Equivalent Acres, to ensure a livable community, in no case shall the percentage of total open space acreage provided in the following types of development be less than the listed percentage: a. Single family developments: 10% of overall development acreage b. Multi-family developments: 15% of overall development acreage c. Mixed Use and Mixed Waterfront developments: 25% of overall development acreage d. Developments with both single family and multi-family: combination of the requirement based on the acreage for each type of housing.	**Does Not Comply.**	*Show proposed amount of Open Space on the preliminary plat. Phase 1 exceeds its open space requirement by .37 acres. The excess open space acreage in Phase 1 may or may not be used towards the open space requirements in Phase 2.*
Other Limitations: In no case may the cumulative total of the following categories qualify for more than 50% of a development's Equivalent Acre requirement. i. Unimproved, not Sensitive Lands ii. Open space with no access	**Does Not Comply.**	*Show proposed amount of Open Space on the preliminary plat. Phase 1 exceeds its open space requirement by .37 acres. The excess open space acreage in Phase 1 may or may not be used towards the open space requirements in Phase 2.*
Minimum Required Amenities		
Minimum Points: Minimum required points are based on the number of required Equivalent Acres provided in a contiguous park and are outlined in the table in 19.19.05(2).	**Does Not Comply.**	*Submit with preliminary plat. Phase 1 exceeds required amenity points by 59.4 points. The excess amenity points in Phase 1 may or may not be used towards the amenity requirements in Phase 2.*
Mixture of Amenities and Required Amenities: All parks are required to provide a mixture of amenities, including at least one separate item each from Categories C, D, and E.	**Does Not Comply.**	*Submit with preliminary plat. Phase 1 exceeds required amenity points by 59.4 points. The excess amenity points in Phase 1 may or may not be used towards the amenity requirements in Phase 2.*
No more than 25% of the points may be met by one specific item type in any one category.	**Does Not Comply.**	*Submit with preliminary plat. Phase 1 exceeds required amenity points by 59.4 points. The excess amenity points in Phase 1 may or may not be used towards the amenity requirements in Phase 2.*
All parks over 5 Equivalent Acres are also required to provide at least one item from Category A or B, and three items from category P, and a minimum one toilet restroom per each 5 acres or fraction thereof.	**Does Not Comply.**	*Submit with preliminary plat. Phase 1 exceeds required amenity points by 59.4 points. The excess amenity points in Phase 1 may or may not be used towards the amenity requirements in Phase 2.*

Items in Categories A and B may qualify for impact fee credits, if identified in the Parks and Trails Master Plan.	**Does Not Comply.**	*Submit with preliminary plat. Phase 1 exceeds required amenity points by 59.4 points. The excess amenity points in Phase 1 may or may not be used towards the amenity requirements in Phase 2.*
Payment in Lieu of Open Space		
Applicability: the City's Payment in Lieu of Open Space Program may be utilized for all or a portion of the requirement for developments that meet one or more of the following criteria: i. any single-family development where a minimum of 75% of the lots are 10,000 square feet or larger, or ii. any single-family development with a park requirement of less than one acre, or iii. any development in the MW zone where such fee will aid in the creation of large clustered open spaces near the waterfront, or iv. that portion of a development that is located within ¼ mile of an existing improved regional public park.	**Shall Comply.**	*If applicable, submit with preliminary plat*
Total Cost: 1. The City shall maintain an annually updated list of land values for the cost of a non-sensitive developable acre, and apply the land value to the required Equivalent Acres for which the applicant desires to pay a fee in lieu. 2. The City shall calculate the minimum required points per this chapter, and multiply the points by $2,000 to determine the cost of the minimum required open space improvements, including landscaping, parks, trails, and other amenities.	**Shall Comply.**	*If applicable, submit with preliminary plat*

Fiscal Impact	
Regulation	**Findings**
Is there any City maintained open space?	*TBD at Preliminary Plat*
What is the anticipated cost to the City?	*TBD at Preliminary Plat*
When will City maintenance begin?	*TBD at Preliminary Plat*

EXHIBIT 4: Concept Plan

Lot 131 to be vacated and subdivided as shown

This road still exceeds the maximum allowed block length by over 200 feet. If a 1000-ft length was used, a mid block crossing is also required between homes with access to another road or open space.

Install intersection here to meet the 1,000 ft requirement. End Coyote Creek Rd in cul-de-sac.

Ensure that any sags in street have an open space with 100-yr storm drain overflow path to a detention area.

Approved Hidden Landing Plat A

Zoning R1-10

IC Zone

Lot 101 Lot 102 Lot 103 Lot 104 Lot 105 Lot 106 Lot 107 Lot 108 Lot 109 Lot 110 Lot 111 Lot 112 Lot 113 Lot 114 Lot 115 Lot 116 Lot 117 Lot 118 Lot 119 Lot 120 Lot 121 Lot 122 Lot 123 Lot 124 Lot 125 Lot 126 Lot 127 Lot 128 Lot 129 Lot 130 Lot 131

Lot 201 Lot 202 Lot 203 Lot 204 Lot 205 Lot 206 Lot 207 Lot 208 Lot 209 Lot 250 Lot 249 Lot 248 Lot 247 Lot 246 Lot 241 Lot 240 Lot 239 Lot 238 Lot 237

Lot 219 Lot 218 Lot 217 Lot 216 Lot 215 Lot 214 Lot 213 Lot 212 Lot 211 Lot 220 Lot 221 Lot 222 Lot 223 Lot 224 Lot 225 Lot 226 Lot 227 Lot 228 Lot 401

Lot 245 Lot 242 Lot 244 Lot 243

860 North

820 North

1100 West

Lot 229 Lot 230 Lot 231 Lot 232 Lot 233 Lot 234 Lot 235 Lot 236

Lot 301 Lot 302 Lot 303 Lot 304 Lot 305 Lot 306 Lot 307 Lot 308

1170 West

Lot 315 Lot 314 Lot 313 Lot 312 Lot 311 Lot 310 Lot 309

52:557:006, Bernardi, James C & Yuki N

52:557:004, Burton, James O & Shauna M

Sage Hill Circle to be vacated

The City has to agree to vacate and sell Sage Hill Circle. Cost TBD. And City has to agree to rezone this ROW.

A temporary turnaround is required and cannot be counted towards frontage on any lot. See ST-14. (Design knuckle to meet ST-14 requirements.)

Sage Hill Drive

Naftaly and Ofra Rosenberg

Summit View Drive

1200 North

Residential

6-ft privacy Fencing is required along the existing parcel with gates for city access to utilities for maintenance.

Buria Konen Ashknazi

Note cul-de-sacs have a 400-ft maximum length to bulb.

PC Zone

The longest street without an intersection is 1,000 feet. 1170 West appears to be 1,300 feet long. A midblock intersection will be required.

200'-0" 100'-0" 50'-0" 150'-0"

N

EXHIBIT 5: Concept Plan - Utility Plan

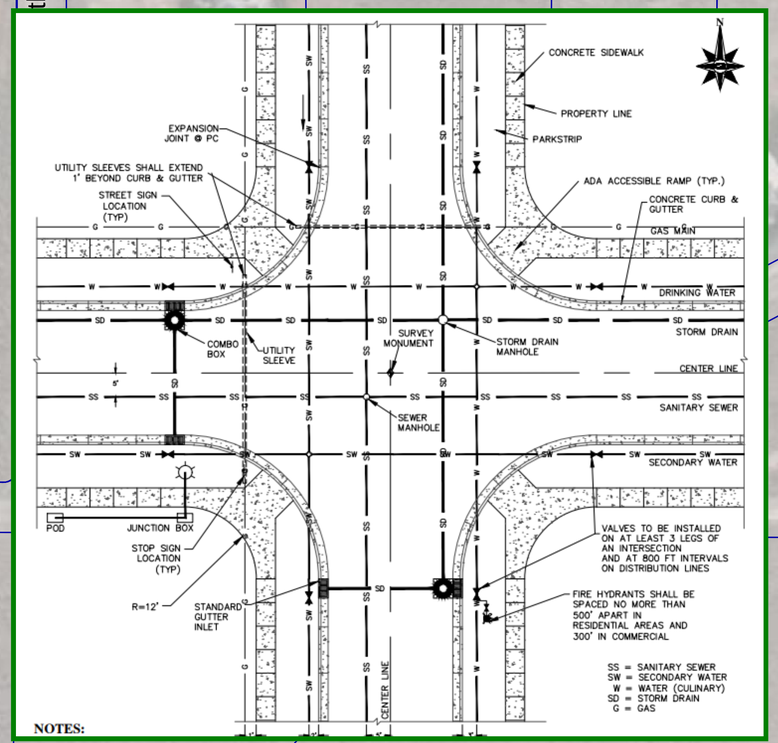
Install secondary waterline in all streets.

Approved Hidden Landing Plat A

Zoning R1-10

Extend sewer at least Summit View Drive, or to the undeveloped parcel between Lot 301 and Lot 229.

Follow city standard utility locations



Summit View Drive

Sage Hill Drive

860 North

820 North

1100 West

1170 West

10-inch waterline between arrows.

If any manholes are located within parcel 52:557:0004, a 12-ft paved access road is required to service each manhole.

Extend waterline to existing street and connect.

install 6-inch SW line to existing and connect.

Show there is downstream sewer capacity for additional ERUs. Ensure there are no bottlenecks.

200'-0" 100'-0" 50'-0" 150'-0"

N

EXHIBIT 5: Planning Commission Meeting Minutes

MINUTES – Planning Commission

Thursday, October 30, 2025
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:00 p.m. by Chair Rachel Sprosty Burns.

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

Present:

Commission Members: Rachel Sprosty Burns, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.

Staff: Sarah Carroll, Planning Director; Kevin Thurman, City Attorney; Austin Roy, Senior Planner; Scott Petrik, Engineer; Dan McRae, Assistant City Engineer; Wendy Wells, Deputy Recorder.

Others: Sara Merrell, Aaron Evans, Ben Duzett, Daryl Hodgson, Larry Myler, Tyler Brown, James Burton, Shauna Burton, Jim Bernardi.

Excused: Charlie Carn.

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

PUBLIC HEARINGS

1. **Stout Development Rezone from Residential Agricultural (RA-5) to Low Density Residential (R1-10), General Plan Amendment (GPA) from Rural Residential to Low Density Residential, and Concept Plan review, located at 1000 West Fairfield Road. Approximately 31 acres. Megan Spencer as applicant.** Senior Planner Austin Roy presented the item. The applicant has prepared two alternative concept plans each showing 74 single family lots, with lots ranging from 10,000 sq. ft. to 17,189 sq. ft. The average lot size is 10,897 sq. ft. All proposed open space is private and developed, with 2.84 acres of open space being required and 3.3 acres being provided. In addition to the 74 lots, there are three parcels with existing homes on them, Parcel A (Sorensen), Parcel B (Evans), and Parcel C (Merrell). Parcel A, at 5.25 acres, is proposed to remain RA-5/Rural Residential since it will still meet the requirements of the RA-5 zone and land use. Parcel B, at 1.19 acres, and Parcel C, at 0.85 acres, are proposed to be rezoned and amended with the rest of the development to the R1-10 zone and Low-Density Residential land use.

Applicants Daryl Hodgson of Lehi and Ben Duzett of Midvale were in attendance to answer questions.

Public Hearing Open by Chair Rachel Sprosty Burns.

A public comment emailed from Kristyn Malone was read by Senior Planner Austin Roy. She didn't think the rezone was consistent with the General Plan, and would not provide any benefit to the City. She felt it could put a greater traffic burden on the surrounding neighborhoods.

Sara Merrell of Saratoga Springs explained why land owners had wanted to maintain the RA-5 zone, but had now changed their position. She said when the annexation of church property took place, they were forced into the City, and had requested that the zoning would allow them to preserve the same rights they had under the county. She mentioned several developments that had come in that now resulted in her property being surrounded on 3 sides by commercial and residential uses, which made farming increasingly difficult. She felt the time had come to recognize that farming in the center of Saratoga Springs was no longer a viable option. She felt the new development could add needed roads to help improve traffic and access for the community. Aaron Evans of Saratoga Springs expressed that it was difficult to maintain the farmland, and safety had become a big concern, both to their family, and to the public who often did not realize the farm was there. He

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felt farming in that location was no longer sustainable. He thought the proposed plan would allow for better roads and sidewalks, and work well with what had already been developed.

Public Hearing Closed by Chair Rachel Sprosty Burns.

Commissioner Hill received clarification regarding:

- Zoning of the property to the north.
- The City doesn't typically "replace" zones, but City Council can do that, since it's a legislative decision.
- The traffic study has not yet been not completed.
- There are 2 entrances planned on the south and east.

Commissioner Miles received clarification that if the rezone was approved, it would come back to the Planning Commission later as a preliminary plat.

Commissioner Sprosty Burns asked about a property east of the rezone that would be remaining RA-5.

Mr. Hodgson responded that he thought the owner would be developing it on their own. He reiterated that lots would be a minimum of 10,000 square feet with many over 15,000 square feet.

Commissioner Hill had visited the area, liked the proposal, and thought it had been good to review it. He felt it would be better to have 3 homes per acre, as proposed, rather than something that may come in later with more density. He also wanted to mention that he still had concerns about water drainage on the west side.

Commissioner Sprosty Burns received clarification regarding left turns out of the development. Those vehicles would need to go to Evans Lane to turn left.

Engineer Scott Petrik further explained there was a collector road planned to the east side that would run from Pony Express up to Evans Lane, and that the Rider's Station project would improve the signals as well.

Commissioners were appreciative of the public input, and felt it had provided valuable insight.

Motion made by Commissioner Mann that the Planning Commission forward a recommendation for approval of the requested Rezone and General Plan Amendment for Stout Development located at approximately 191 N 1000 W, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.
Yes: Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: Rachel Sprosty Burns.
Absent: Charlie Carn.
Motion passed 5 - 1.

Commissioner Sprosty Burns explained her vote was due to road issues in the area she felt needed to be prioritized.

2. **Harbor Springs Rezone from Agricultural (A) to Mixed Waterfront (MW), located at 1331 East Pony Express Parkway. Approximately 23.36 acres. Jen Hall as applicant.** Senior Planner Austin Roy presented the item. The concept plan has 188 residential units: 122 townhomes; 66 mixed use (commercial on first floor, residential on second floor). Maximum allowed density in the MW zone is 8 units per acre, and at the discretion of the City Council an additional 2 units per acre can be granted. The current concept shows total density for the project at 8.2 units per acre, and 11 units per acre on the residential portion, which exceeds the limits the Council is allowed to approve under 19.04.12. The applicant intends to seek the 10 units per acre allowed maximum that can be granted by the City Council. To qualify for the 2 extra units per acre the applicant is proposing to provide additional amenities, on top of the minimum required, of 25 percent. All proposed open space is private and intended to be developed, except for Dry Creek, which will remain native, with 5.84 acres of open space being required and 6.58 acres being provided. Applicant will work with Utah County for appropriate trail permissions to develop the trail to the south. The Dry Creek trail is proposed as a

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City trail. The concept plan also shows two possible connection points into the North Marina for vehicular and pedestrian access.

Senior Planner Austin Roy advised there were errors in the table on the concept plan; he clarified that 10 units per acre was what had been proposed.

Applicant Jen Hall of Eagle Mountain was in attendance to answer questions. She noted they were aware of the error on the table, and had not yet received a correction from the engineer. She said they would only ask for what was allowed in the code.

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

Commissioners Mangum and Hill both liked the plan. They thought it would be a good fit for the area, bring in needed services, and help alleviate some of the traffic on Redwood Road.

Commissioner Miles received clarification regarding MAG funding to expand some of the roads in the area over the next several years; there could possibly be some wetland issues with the south side of Pony Express Parkway that could slow things down.

Commissioner Sprosty Burns asked about native vegetation and open space, and how to incorporate it.

Ms. Hall noted there were trees lining the river bank, with a walkable trail that would span the length of the dry creek, and they would incorporate what they could to make it look beautiful.

Commissioner Sprosty Burns received clarification the developer would maintain the trail, and it would need to be improved to a standard where it restored the native landscaping, and not be left with weeds.

Engineer Scott Petrik explained that some of the area might be within a wetland area, which could impact some of the landscaping; it may need to be raised through the FEMA Letters of Map Revision (LOMR), and Conditional Letter of Map Revision (CLOMR) process in order to start development.

Commissioner Mann thought the development would be desirable for homeowners, and liked the resort feel of it. She asked if there were more amenities, and if they intended to have more than one builder. She also received clarification regarding the setbacks for the project.

Ms. Hall responded to Commissioner Mann's question that this was just a concept plan, and they would have a full list of amenities at a later time. She hoped to have just one builder.

Commissioners received further clarification from Staff that the developer had three options they could choose from in the code in order to qualify for 2 additional units per acre, and they had chosen to add more amenities to qualify for the additional units per acre they wanted.

Commissioner Miles wondered about the trail from the Northshore community, and if it would be rerouted.

Planning Director Sarah Carroll advised the trail was planned to run between this property and the city marina and would have buildings and seating areas along the trail.

Commissioner Sprosty Burns received clarification the city had not done retail with residential above it before, but there were more requests and proposals coming in for that type of product.

Motion made by Commissioner Mann that the Planning Commission forward a recommendation for approval of the requested Rezone for Harbor Spring Development located at 1331 E. Pony Express Parkway, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Hill.

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Yes: Rachel Sprosty Burns, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: None.
Absent: Charlie Carn.
Motion passed 6 - 0.

3. **Hidden Landing Phase 2 Rezone from Rural Residential (RR) to Low Density Residential (R1-10), and General Plan Amendment (GPA) from Rural Residential to Low Density Residential, located approximately at Sagehill Drive and Summit View Drive. Approximately 28.6 acres. Julie Smith as applicant.** Senior Planner Austin Roy presented the item. Applicant is seeking to rezone the property from the RR zone to the R1-10 zone and amend the General Plan Land Use Map designation from Rural Residential to Low Density Residential. The property consists of approximately 28.6 acres and is located south and east of Sagehill Drive and Summit View Drive. The applicant has prepared a concept plan showing 66 single family lots. All proposed open space is private and developed.

Applicants Julie Smith of Orem and Larry Myler of South Jordan were both in attendance to answer questions. Julie shared they had been working on the project for about three years, and had been delayed due to the need to pipe the Jacob Welby canal, and were hopeful they could do that this coming winter. She noted there were three landowners who were all present, and explained the changes on the concept map.

Public Hearing Open by Chair Rachel Sprosty Burns.

James Burton of Saratoga Springs explained he had purchased a 5-acre lot before his property had been annexed into the City. He felt the property was stuck in the middle of the development, but realized there was a need for a master plan. He was hopeful of maintaining his property as is for a few more years since he has horses and heavy equipment there.

Ms. Smith noted the 2 heavy green lines on the map represented the fencing they planned to install around Mr. Burton's property.

Mr. Myler further explained there was a plan for a road to be put in on the Burton property for the future purpose of having some stubs there for lots at a later time.

Jim Bernardi of Saratoga Springs had purchased a lot at the same time as James Burton and envisioned retiring in a nice quiet rural area. He said that trying to get utilities to the area was challenging, and this proposal could help with the improvements.

Shawna Burton of Saratoga Springs shared they had bought their property about 30 years ago to enjoy the rural area for their horses. She thought the developer's plan was to install a vinyl fence around their property, but was worried it would not be durable enough for the horses. She was also concerned about heavy traffic, and reported they had called police for speeding, and concerns with a road that many people often did not realize was a one lane road.

Public Hearing Closed by Chair Commissioner Sprosty Burns.

Commissioner Hill received clarification that there would be trails incorporated in the development, connecting to the Sunrise bike park to the east, as well as connections to the south and west.

Commissioner Mangum asked if Mr. Burton thought improving Sagehill Drive might be a good solution to some of the problems, and if he thought the fence that was planned would be sufficient.

Mr. Burton felt the road was not the developer's responsibility. He recounted the many issues with Sagehill Drive including: a sharp left turn; a steep drop off; and overgrown weeds that were all concerning to him. He acknowledged that he thought the road needed attention, but was not sure who should fund that.

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Commissioner Sprosty Burns received clarification that Sagehill Drive had once been up to standards as a county road when it was originally built. The road is now in poor shape, and is no longer up to current City standards; it would be brought up to City standards when the project went in.

Mr. Myler suggested that a fence or reflectors could be helpful for improving Sagehill Drive.

Assistant City Engineer Dan McRae explained that curves need to meet City standards, and there would need to be a traffic study, and have the traffic engineer address it.

City Attorney Kevin Thurman advised that weeds were the property owner's responsibility and code enforcement officers could help manage that.

Mr. Burton shared that he had been told by City public works staff not to touch anything between the road and his property when an issue came up 5 years ago, so the weeds had not been dealt with. He did not feel a vinyl fence was sufficient and understood that it could be determined later with the developer.

Commissioner Sprosty Burns commented that she wanted it on the record that the agreement between the developer and adjacent property owner was for a 6-foot-high masonry fence.

Commissioner Mann received clarification regarding open space and open space credits. She was against the credit from phase 1 due to the language in code. She noted there was not a lot of open space left in the City, and felt with a possible zone change, the open space requirements should be followed.

Ms. Smith and Mr. Myler said the development was always planned as one project with the open space planned for the whole project, but they would not go against the code.

Senior Planner Austin Roy advised the map in the presentation had been flipped, and the open space referred to earlier was actually located in the southeast corner. He also shared that it was not unprecedented for developments to transfer open spaces between phases.

Commissioner Sprosty Burns received clarification regarding future road plans where the "S" curve west of the fire station would be straightened out.

Assistant City Engineer Dan McRae explained that traffic studies look at volumes of traffic and how they affect neighboring subdivisions, and should also address safety. He noted that a traffic study could be a good tool for the developer to assess if other measures need to be taken. He related that the City had been dealing with the drop off by greatly reducing speed.

Mr. Myler made note of a few things they would be changing regarding roads in the development, and said they would reach out to their engineers to address the drop off to keep people safe.

Motion made by Commissioner Mangum that the Planning Commission forward a recommendation for approval of the requested Hidden Landing Phase 2 Rezone and General Plan Amendment, located south and east of Summit View Drive and Sagehill Drive, with the Findings and Conditions in the Staff Report and the additional conditions that City code enforcement look at large overgrown weeds, and the owner and developer have agreed to a 6-foot masonry fence. Seconded by Commissioner Mann.
Yes: Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: Rachel Sprosty Burns.
Absent: Charlie Carn.
Motion passed 5 - 1.

Commissioner Sprosty Burns felt she could not vote to rezone to higher density.

4. **Revisions to the City's Standard Technical Specifications and Drawings. The proposed changes will revise intersection grading standards of local roadways and remove utility company signatures.**

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Assistant City Engineer Dan McRae presented the item. The Engineering Department proposes to revise the intersection grading standards of local roadways and remove utility company signatures on the Standard Plat in the City's Standard Technical Specifications and Drawings. Much of the remaining land to be developed in the west part of the City will be on the foothills of Lake Mountain. As a result of the steeper natural grades in hillside development area, a slightly steeper intersection grade and slightly steeper vertical curve on local roads will be allowed if speed limit is reduced to 20 mph. This will reduce the amount of cut and fill grading needed to develop local roadway intersections in the hillside development area while not exceeding published industry standards. Also, state law does not require utility company signatures to be on the Plat and the City believes the Plat recordation process will be more efficient if the utility signature blocks are removed from the Plat.

Commissioner Sprosty Burns wanted to know if there was another traffic calming measure that might be beneficial to add to the code to ensure the grade wasn't like a ski jump.

Assistant City Engineer Dan McRae clarified that the slightly steeper intersection grade of 6% would only be on local roads, not any collectors or minor arterials. He explained that it was six inches over 50 feet, but wouldn't be so steep that it would be like a ski jump.

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

Motion made by Commissioner Hill to forward a positive recommendation to the City Council regarding adoption of the proposed revisions to the City's Standard Technical Specifications and Drawings. Seconded by Commissioner Mangum.
Yes: Rachel Sprosty Burns, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: None.
Absent: Charlie Carn.
Motion passed 6 - 0.

BUSINESS ITEMS

1. **Approval of Minutes: October 9, 2025.**

Motion made by Commissioner Willden to approve the minutes of October 9, 2025. Seconded by Commissioner Miles.
Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: None.
Absent: Charlie Carn.
Motion passed 6 - 0.

REPORTS

1. **Commission Comments.** No comments given.
2. **Director's Report.** – Planning Director Sarah Carroll advised of upcoming agenda items and recent City Council actions. She invited Commissioners to a joint work session with City Council on November 18th.

CLOSED SESSION

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

ADJOURNMENT

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

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

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EXHIBIT 6: Ordinance and Development Agreement

ORDINANCE NO. (11-18-25)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AN AMENDMENT TO THE LAND USE MAP OF THE GENERAL PLAN, ADOPTING AN AMENDMENT TO THE OFFICIAL ZONING MAP, AND APPROVING A DEVELOPMENT AGREEMENT SPECIFYING THE TERMS OF THE DEVELOPMENT OF CERTAIN REAL PROPERTY IN THE CITY

WHEREAS, Utah Code Chapter 10-20 allows municipalities to amend the general plan and the number, shape, boundaries, or area of any zoning district; and

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

WHEREAS, on October 30, 2025, the Planning Commission held a public hearing after proper notice and publication to consider amendments to the City's Land Use Map of the General Plan as well as the City-wide zoning map for certain real property in the City of Saratoga Springs, which is described in Exhibit A ("Property"), and forwarded the item with a favorable recommendation; and

WHEREAS, on November 18, 2025, the City Council held a public meeting to consider the general plan land use map and zoning map amendments; and

WHEREAS, the City Council voted to approve the rezone and general plan amendments subject to the terms of a development agreement, which agreement is attached as Exhibit B ("Agreement"); and

WHEREAS, pursuant to Utah Code § 10-20-102, 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 desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

WHEREAS, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-20-101, et seq., has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the Land Use Map of the General Plan and City-wide zoning map be made and that the Agreement be approved.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The Property described in Exhibit A is hereby changed from Rural Residential to Low Density Residential on the City's Land Use Map of the General Plan and changed from RR to R1-10 on the City's Zoning Map, subject to and conditioned on the owner of the Property entering into the development agreement attached as Exhibit B, which Agreement shall be recorded on the Property in the Office of the Utah County Recorder. City Staff is hereby instructed to amend the official City Zoning Map and Land Use Map accordingly and to record said Agreement, subject to payment of the recording costs by the property owner.

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

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 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 __ of _____, 20__.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

CITY COUNCIL VOTE AS RECORDED

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

EXHIBIT A

Legal Description

EXHIBIT A

LOTS 3, 4, 5, 6, 7, 8, AND PART OF LOT 9, PLAT A, SAGE HILL SUBDIVISION, A SUBDIVISION FILED IN THE UTAH COUNTY RECORDER'S OFFICE JUNE 13, 1995, ENTRY 37245, MAP# 6121, BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

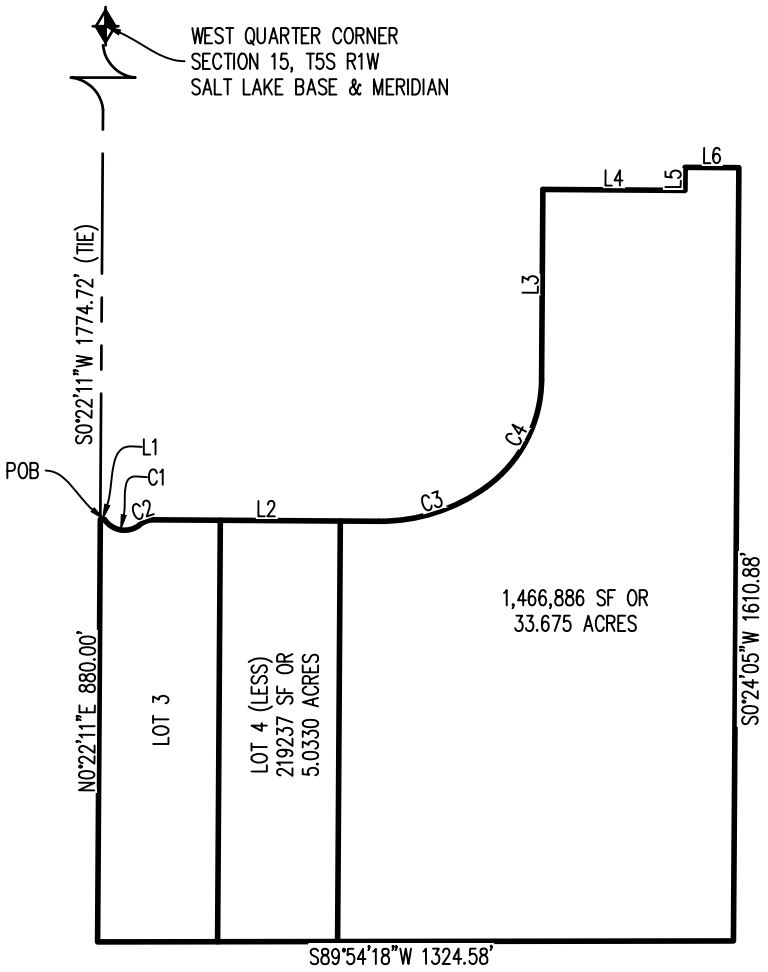
BEGINNING AT THE NORTHWEST CORNER OF LOT 3, PLAT A, SAGE HILL SUBDIVISION, SAID POINT BEING 1,774.72 FEET SOUTH 00°22'11" WEST FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 89°37'49" EAST, 8.58 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 82.63 FEET, THROUGH A CENTRAL ANGLE OF 94°40'55" (CHORD BEARS SOUTH 81°01'40" EAST, 73.54 FEET) TO THE BEGINNING OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 33.81 FEET, THROUGH A CENTRAL ANGLE OF 38°44'38" (CHORD BEARS NORTH 71°00'00" EAST, 33.17 FEET); THENCE SOUTH 89°37'49" EAST, 467.42 FEET TO THE BEGINNING OF A 378.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 239.39 FEET, THROUGH A CENTRAL ANGLE OF 36°17'10" (CHORD BEARS NORTH 72°13'52" EAST, 235.41 FEET) TO THE BEGINNING OF A 277.95 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG SAID CURVE 260.48 FEET, THROUGH A CENTRAL ANGLE OF 53°41'38" (CHORD BEARS NORTH 27°14'19" EAST, 251.05 FEET); THENCE NORTH 00°24'05" EAST, 396.47 FEET; THENCE SOUTH 89°35'37" EAST, 296.12 FEET; THENCE NORTH 00°24'23" EAST, 48.17 FEET; THENCE SOUTH 89°35'54" EAST, 111.88 FEET TO THE EAST BOUNDARY OF SAID SAGE HILL SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SAGE HILL SUBDIVISION SOUTH 00°24'05" WEST, 1,610.88 FEET TO THE SOUTHEAST CORNER OF SAID SAGE HILL SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID SAGE HILL SUBDIVISION SOUTH 89°54'18" WEST, 1,324.58 FEET TO THE SOUTHWEST CORNER OF SAID SAGE HILL SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SAGE HILL SUBDIVISION NORTH 00°22'11" EAST, 880.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING.

CONTAINS 1,466,886 SQ. FT. OR 33.675 ACRES, MORE OR LESS.

LESS AND EXCEPTING LOT 4, PLAT A, SAGE HILL SUBDIVISION FILED IN THE UTAH COUNTY RECORDER'S OFFICE JUNE 13, 1995, ENTRY 37245, MAP# 6121

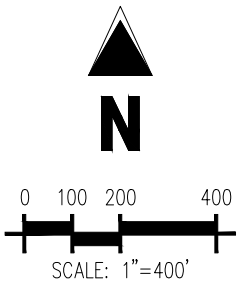
CONTAINS 219,237 SQ. FT. OR 5.0330 ACRES, MORE OR LESS.

TOTAL AREA 1,247,649 SQ. FT. OR 28.642 ACRES, MORE OR LESS.



PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	S89°37'49"E	8.58
L2	S89°37'49"E	467.42
L3	N0°24'05"E	396.47
L4	S89°35'37"E	296.12
L5	N0°24'23"E	48.17
L6	S89°35'54"E	111.88

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	94°40'55"	82.63	50.00	S81°01'40"E	73.54
C2	38°44'38"	33.81	50.00	N71°00'00"E	33.17
C3	36°17'10"	239.39	378.00	N72°13'52"E	235.41
C4	53°41'38"	260.48	277.95	N27°14'19"E	251.05



HIDDEN LANDING
ZONING REQUEST

SARATOGA SPRINGS, UT

EXHIBIT 'A'

Project No:	PGM3.20
Drawn By:	GPJ
Checked By:	TWO
Date:	7/30/2025

Galloway

1221 S Valley Grove, Suite 140
Pleasant Grove, UT 84062
801.922.1332 • GallowayUS.com

EXHIBIT B

Development Agreement

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 _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Hidden Landing LLC a Utah limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or has the right to purchase 28.642 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 Property is currently designated Rural Residential (RR) on the City's General Plan and zoning map, and Developer wishes to develop the project known as Hidden Landing Phase 2, which will consist of approximately 66 lots and one lot in the approved Hidden Landing subdivision ("Project"); the proposed Project does not meet the current General Plan designation or the RR zone requirements and therefore would not be allowed under existing land use regulations. Accordingly, in order to develop the Project, Developer has requested a General Plan Amendment to change the land use designation from Rural Residential to Low Density Residential and wishes to place the Property in the R1-10 zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request"), and further wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed;

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

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

WHEREAS, on September 6, 2022, City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General Plan establishes development policies for the Property. Such development policies are consistent with the proposed Project; and

WHEREAS, on _____October 30, 2025_____, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's General Plan Amendment and Zoning Request and reviewed the conceptual project plans, attached hereto as Exhibit D ("Concept Plan"), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

WHEREAS, on _____, 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 Developer's General Plan Amendment and Zoning Request, this Agreement, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

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

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

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, 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 General Plan Amendment and Rezoning 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 A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change, Permitted Uses, and City Regulations. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the R1-10 zone in effect when a complete preliminary or site plan application is filed, except that permitted and prohibited uses shall be determined based on the provisions of the R1-10 zone in effect as of the Effective Date. An application is determined to be complete in accordance with Utah Code § 10-9a-509.

   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. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Capacity shall only be reserved once a Final Plat is recorded, accepted construction drawings are stamped, and all improvements necessary to resolve any existing system capacity issues are guaranteed to be installed by Developer through an improvement completion assurance or bond. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City Regulations with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

    a. **Water Rights and Sources**. Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.

    b. **Water Facilities for Development**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law.

i. There are currently no City drinking water or pressurized irrigation waterlines within Sagehill Drive and those will need to be installed with the project in accordance with City Standards and specifications connecting to the existing waterlines in 1200 N on the north end of the project and looping to the existing waterlines stubs in Sagehill Drive to the West within the Mt Saratoga development.

ii. In accordance with the City's Drinking Water Master plan, the Drinking waterline within Sagehill Drive shall be upsized to 10-inches beginning at Summit View Drive and extended to the connection with the existing 10-inch drinking water line to the west of the project. Only this upsize may be eligible for a reimbursement agreement, which shall be negotiated prior to construction drawing approval unless a reimbursement agreement waiver is signed by developer. In this case, a reimbursement agreement can be negotiated after construction drawing acceptance.

c. **Sewer and Roads**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, and road improvements sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.

i. This project abuts Sage Hill Drive to the west and 1200 North on the north, both of which are roads which do not meet current city standards. The Developer shall be responsible for bringing these roads up to current city and industry standards on the entire project frontage. This includes the requirement to obtain any ROW and easements necessary to bring the road geometry and cross-section into compliance. These are project improvements and are not eligible for reimbursement. In addition, any offsite improvements for accesses to the project identified in future traffic impact studies will also not be eligible for reimbursement.

ii. Developer shall install a 6 foot tall masonry fence along both the east and west sides of parcel 52:557:0004 , excluding stub roads, which shall include fencing that protects humans and animals from each other and meets City Ordinances. All city utilities are required to be installed by developer within Sage Hill Drive and shall be extended to project limits for future connections.

d. **Storm Drainage**. At the time of plat recordation or site plan approval, the Developer shall be responsible for the installation and dedication to the City of all onsite and offsite storm drainage systems necessary for the development of the

Property, in accordance with City Regulations. The specific storm drainage improvements required for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and applicable law. The Developer acknowledges and agrees that portions of the storm drainage system will be installed on Developer's property per City regulations and thus will convey a combination of public and private storm water. Such improvements are required by City regulations to remain private property of the Developer or owners' association. The Developer, and its successors and assigns, further agree that the City shall have no responsibility or liability for any storm water once it enters or re-enters the private storm drainage system, regardless of whether such stormwater originated from public or private sources. The Developer shall be solely responsible for such storm water and the operation, maintenance, repair, and replacement of the private storm drainage system, and shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents from and against any and all claims, damages, liabilities, or expenses arising out property damage from such storm water and or related to the design, construction, operation, maintenance, or failure of the private storm drainage system.

i. The Developer shall be responsible for piping the portion of the Welby-Jacob Canal that runs through and alongside the project. This is a project improvement and not eligible for reimbursement.

e. **Trail Improvements**. As an express condition of this Agreement and the Zoning Request, Developer shall be required to install and improve the trail improvements along the Welby-Jacob Canal and as more fully specified in Exhibit E. This shall be in addition to and not in lieu of all required landscaping/open space improvements according to City Regulations. Developer may receive credits towards the City's landscaping/open space requirements for the installation of the trail improvements per City regulations, or alternatively Developer may choose to receive Parks, Trails, and Open Space impact fee credits, if applicable. Developer shall not receive both landscaping/open space credit under Title 19 of the City Code and impact fee credits.

Developer shall maintain the landscaping portion of trail improvements in perpetuity including repairing and replacing the vegetation, repairing and replacing all necessary irrigation infrastructure and improvements, replacing rock and mulch landscaping, and providing snow removal to ensure that the public is able to safely use and access the trail at all times. City shall be responsible for the perpetual repair and replacement of the trail surface. Developer shall ensure that an owners association maintains the trail landscaping in perpetuity once Developer no longer has a majority ownership interest in the Property. The right of public access and HOA maintenance shall be noted on the plat(s) for the trail

and mid-block accesses.

f. **Parks**. Developer and City acknowledge that the Concept Plan includes the installation of parks within the Project. Developer expressly acknowledges and agrees that installation of any parks, open space, or trails not meeting the City's standards for Regional Parks or Regional Trails in the Parks, Recreation, Trails, and Open Space Master Plan shall not entitle Developer to any impact fee reimbursements or any compensation or reimbursement from the City in whole or in part. In the event Developer installs parks, open space, or trails that do meet the City's standards for regional parks or regional trails, the decision by the City to accept such parks or trails shall remain an entirely discretionary, legislative decision by the City Council. City staff representations shall not bind the City Council to accept such parks or trails, and Developer shall make no reliance on any such representations.

    i. **Developer shall install a private masonry** fence along the eastern boundary of the project adjacent to the City Park.

g. **Power Lines**. As an express condition of this Agreement and the Zoning Request, Developer shall be required to bury all power lines at Developer's own expense that are located on the Property, on the immediately adjacent parcel, and/or along Sage Hill Road and 1200 North as more fully shown on Exhibit F and as depicted in the approved construction drawings for Phase 1. This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance with City Regulations. Furthermore, as an express condition of this Agreement and the Zoning Request, Developer shall be required to apply for and receive a permit from Rocky Mountain Power and comply with all necessary requirements at Developer's sole cost. Developer shall also be required to apply with and obtain approval from any government entity for encroachment onto any public right-of-way at Developer's sole cost.

6. Open Space. For purposes of calculating the amount of required open space in the Project, Phases 1 and 2 shall be considered together such that each phase shall not be required to meet open space requirements on its own. In any event, the Project as a whole shall meet the City's open space requirements.

7. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements, Developer shall

provide all information required by City Regulations, as well as any information which City staff reasonably requests.

8. 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.

9. Standards for Approval. City shall approve the Plans if such Plans meet the requirements of this Agreement and City Regulations. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations and, if a plat is required, record a Final Plat with the Utah County Recorder and pay all recording fees.

10. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years. However, this Agreement shall terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if Developer fails to proceed with the Project within a period of two years. "Failure to proceed with development" shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City's application fees for such. Unless otherwise agreed to by City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise 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.

11. Successors and Assigns.

    a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby.

Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 11.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

12. 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 12.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 12.a. and 12.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.

13. 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: Staff Report with Adopted Planning Commission Findings and Recommended Conditions of Approval, and Planning Commission Written Minutes

Exhibit C: Staff Report with Adopted City Council Findings and Conditions of Approval, and City Council Written Minutes

Exhibit D: Concept Plan

Exhibit E: Required Trail Improvements

Exhibit F: Power Poles Required to be Buried

14. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable

best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four 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: Larry Myler
Hidden Landing, LLC
1982 W Pleasant Grove Blvd. Unit J
Pleasant Grove, UT 84062

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

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

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance

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

any claim and to minimize duplicative costs and expenses.

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 12 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. 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.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

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

Attest:

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

_____
City Recorder

By:_____
Mayor

DEVELOPER, Hidden Landing LLC, a Utah limited liability company.

By: _____
Larry Myler, Manager

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 12th day of November 2025 by Larry Myler, the Manager of Hidden Landing LLC, a Utah limited liability company.

_____
Notary Public

Heather Ann McDougald
Notary Public, State of Utah
Commission #742941
My Commission Expires
May 5, 2029

Exhibit "A"

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

EXHIBIT A

LOTS 3, 4, 5, 6, 7, 8, AND PART OF LOT 9, PLAT A, SAGE HILL SUBDIVISION, A SUBDIVISION FILED IN THE UTAH COUNTY RECORDER'S OFFICE JUNE 13, 1995, ENTRY 37245, MAP# 6121, BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

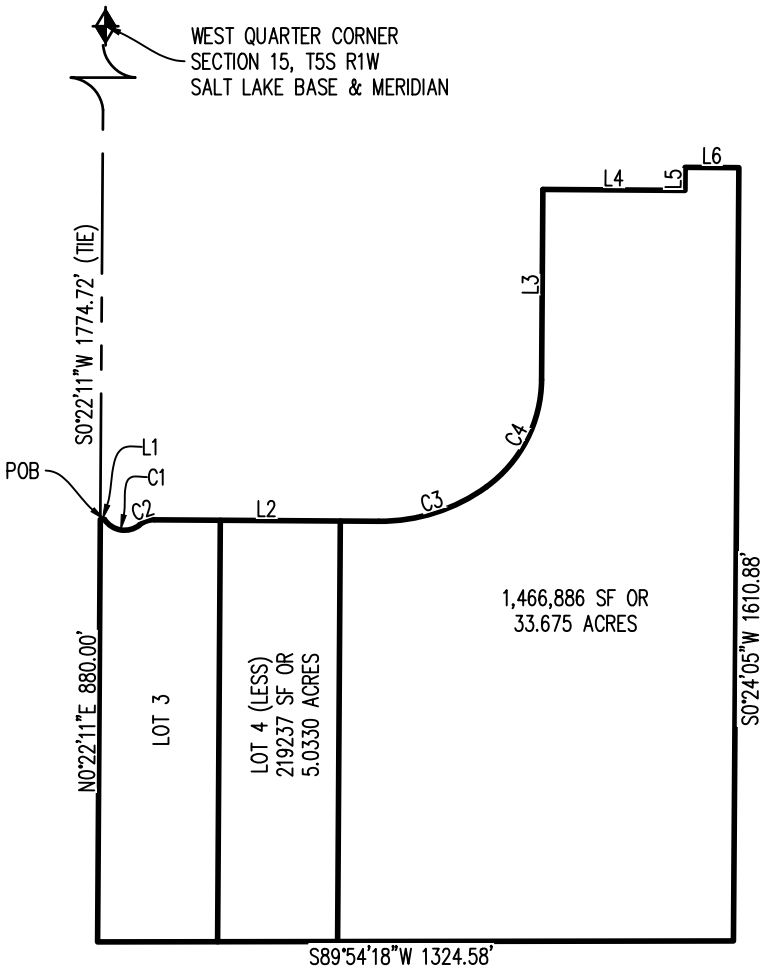
BEGINNING AT THE NORTHWEST CORNER OF LOT 3, PLAT A, SAGE HILL SUBDIVISION, SAID POINT BEING 1,774.72 FEET SOUTH 00°22'11" WEST FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 89°37'49" EAST, 8.58 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 82.63 FEET, THROUGH A CENTRAL ANGLE OF 94°40'55" (CHORD BEARS SOUTH 81°01'40" EAST, 73.54 FEET) TO THE BEGINNING OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 33.81 FEET, THROUGH A CENTRAL ANGLE OF 38°44'38" (CHORD BEARS NORTH 71°00'00" EAST, 33.17 FEET); THENCE SOUTH 89°37'49" EAST, 467.42 FEET TO THE BEGINNING OF A 378.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 239.39 FEET, THROUGH A CENTRAL ANGLE OF 36°17'10" (CHORD BEARS NORTH 72°13'52" EAST, 235.41 FEET) TO THE BEGINNING OF A 277.95 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG SAID CURVE 260.48 FEET, THROUGH A CENTRAL ANGLE OF 53°41'38" (CHORD BEARS NORTH 27°14'19" EAST, 251.05 FEET); THENCE NORTH 00°24'05" EAST, 396.47 FEET; THENCE SOUTH 89°35'37" EAST, 296.12 FEET; THENCE NORTH 00°24'23" EAST, 48.17 FEET; THENCE SOUTH 89°35'54" EAST, 111.88 FEET TO THE EAST BOUNDARY OF SAID SAGE HILL SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SAGE HILL SUBDIVISION SOUTH 00°24'05" WEST, 1,610.88 FEET TO THE SOUTHEAST CORNER OF SAID SAGE HILL SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID SAGE HILL SUBDIVISION SOUTH 89°54'18" WEST, 1,324.58 FEET TO THE SOUTHWEST CORNER OF SAID SAGE HILL SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SAGE HILL SUBDIVISION NORTH 00°22'11" EAST, 880.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING.

CONTAINS 1,466,886 SQ. FT. OR 33.675 ACRES, MORE OR LESS.

LESS AND EXCEPTING LOT 4, PLAT A, SAGE HILL SUBDIVISION FILED IN THE UTAH COUNTY RECORDER'S OFFICE JUNE 13, 1995, ENTRY 37245, MAP# 6121

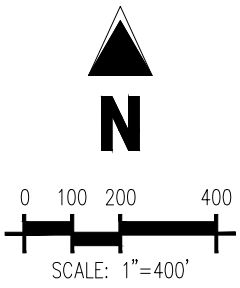
CONTAINS 219,237 SQ. FT. OR 5.0330 ACRES, MORE OR LESS.

TOTAL AREA 1,247,649 SQ. FT. OR 28.642 ACRES, MORE OR LESS.



PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	S89°37'49"E	8.58
L2	S89°37'49"E	467.42
L3	N0°24'05"E	396.47
L4	S89°35'37"E	296.12
L5	N0°24'23"E	48.17
L6	S89°35'54"E	111.88

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	94°40'55"	82.63	50.00	S81°01'40"E	73.54
C2	38°44'38"	33.81	50.00	N71°00'00"E	33.17
C3	36°17'10"	239.39	378.00	N72°13'52"E	235.41
C4	53°41'38"	260.48	277.95	N27°14'19"E	251.05



HIDDEN LANDING
ZONING REQUEST

SARATOGA SPRINGS, UT

EXHIBIT 'A'

Project No:	PGM3.20
Drawn By:	GPJ
Checked By:	TWO
Date:	7/30/2025

Galloway

1221 S Valley Grove, Suite 140
Pleasant Grove, UT 84062
801.922.1332 • GallowayUS.com

Exhibit 1: Zoning Map



23 October 2025

Exhibit "B"

Staff Report with Adopted Planning Commission Recommendation, Findings and Conditions of Approval and Written Minutes

[ON FILE WITH THE CITY RECORDER]

Exhibit "C"

Staff Report with Adopted City Council Findings and Conditions of Approval, and City Council Written Minutes.

[ON FILE WITH THE CITY RECORDER]

Exhibit "D"
Concept Plan

EXHIBIT 4: Concept Plan

Lot 131 to be vacated and subdivided as shown

This road still exceeds the maximum allowed block length by over 200 feet. If a 1000-ft length was used, a mid block crossing is also required between homes with access to another road or open space.

Install intersection here to meet the 1,000 ft requirement. End Coyote Creek Rd in cul-de-sac.

Ensure that any sags in street have an open space with 100-yr storm drain overflow path to a detention area.

Approved Hidden Landing Plat A

Zoning R1-10

IC Zone

Lot 101 Lot 102 Lot 103 Lot 104 Lot 105 Lot 106 Lot 107 Lot 108 Lot 109 Lot 110 Lot 111 Lot 112 Lot 113 Lot 114 Lot 115 Lot 116 Lot 117 Lot 118 Lot 119 Lot 120 Lot 121 Lot 122 Lot 123 Lot 124 Lot 125 Lot 126 Lot 127 Lot 128 Lot 129 Lot 130 Lot 131

Lot 201 Lot 202 Lot 203 Lot 204 Lot 205 Lot 206 Lot 207 Lot 208 Lot 209 Lot 250 Lot 249 Lot 248 Lot 247 Lot 246 Lot 241 Lot 240 Lot 239 Lot 238 Lot 237

Lot 219 Lot 218 Lot 217 Lot 216 Lot 215 Lot 214 Lot 213 Lot 212 Lot 211 Lot 220 Lot 221 Lot 222 Lot 223 Lot 224 Lot 225 Lot 226 Lot 227 Lot 228 Lot 401

Lot 245 Lot 242 Lot 244 Lot 243

860 North

820 North

1100 West

Lot 229 Lot 230 Lot 231 Lot 232 Lot 233 Lot 234 Lot 235 Lot 236

Lot 301 Lot 302 Lot 303 Lot 304 Lot 305 Lot 306 Lot 307 Lot 308

1170 West

Lot 315 Lot 314 Lot 313 Lot 312 Lot 311 Lot 310 Lot 309

52:557:006, Bernardi, James C & Yuki N

52:557:004, Burton, James O & Shauna M

Sage Hill Circle to be vacated

The City has to agree to vacate and sell Sage Hill Circle. Cost TBD. And City has to agree to rezone this ROW.

A temporary turnaround is required and cannot be counted towards frontage on any lot. See ST-14. (Design knuckle to meet ST-14 requirements.)

Sage Hill Drive

Naftaly and Ofra Rosenberg

Summit View Drive

1200 North

Residential

6-ft privacy Fencing is required along the existing parcel with gates for city access to utilities for maintenance.

Buria Konen Ashknazi

Note cul-de-sacs have a 400-ft maximum length to bulb.

PC Zone

The longest street without an intersection is 1,000 feet. 1170 West appears to be 1,300 feet long. A midblock intersection will be required.

200'-0" 100'-0" 50'-0" 150'-0"

N

EXHIBIT 5: Concept Plan - Utility Plan

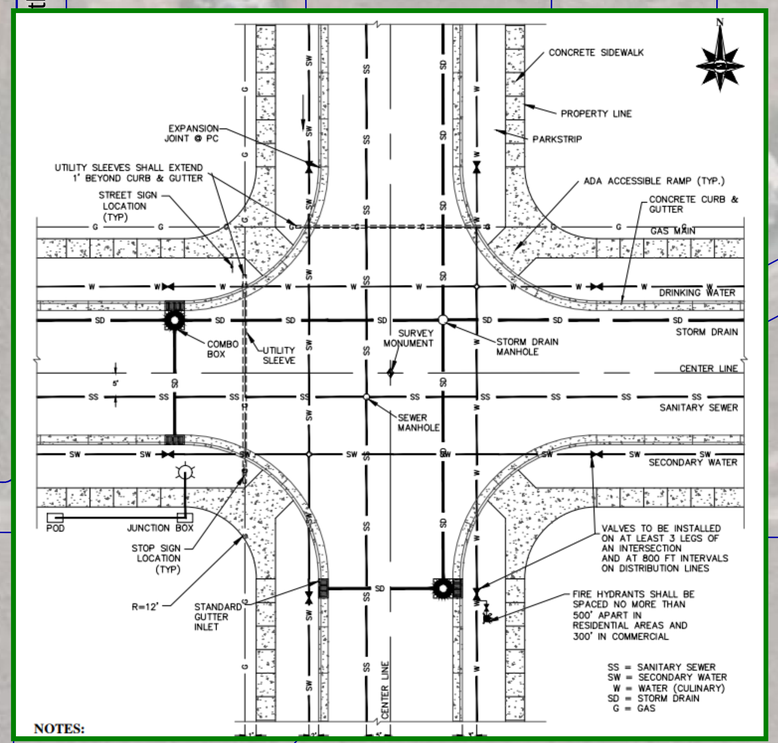
Install secondary waterline in all streets.

Approved Hidden Landing Plat A

Zoning R1-10

Extend sewer at least Summit View Drive, or to the undeveloped parcel between Lot 301 and Lot 229.

Follow city standard utility locations



Summit View Drive

Sage Hill Drive

860 North

820 North

1100 West

1170 West

10-inch waterline between arrows.

If any manholes are located within parcel 52:557:0004, a 12-ft paved access road is required to service each manhole.

Extend waterline to existing street and connect.

install 6-inch SW line to existing and connect.

Show there is downstream sewer capacity for additional ERUs. Ensure there are no bottlenecks.

200'-0" 100'-0" 50'-0" 150'-0"

N

Exhibit "E"
Trail Improvements

Trails Master Plan 2020



Exhibit "F"
Power Poles Required to be Buried

Power Poles Required to be Buried



12 November 2025

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 _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Hidden Landing LLC a Utah limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or has the right to purchase 28.642 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 Property is currently designated Rural Residential (RR) on the City's General Plan and zoning map, and Developer wishes to develop the project known as Hidden Landing Phase 2, which will consist of approximately 66 lots and one lot in the approved Hidden Landing subdivision ("Project"); the proposed Project does not meet the current General Plan designation or the RR zone requirements and therefore would not be allowed under existing land use regulations. Accordingly, in order to develop the Project, Developer has requested a General Plan Amendment to change the land use designation from Rural Residential to Low Density Residential and wishes to place the Property in the R1-10 zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request"), and further wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed;

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

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

WHEREAS, on September 6, 2022, City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General Plan establishes development policies for the Property. Such development policies are consistent with the proposed Project; and

WHEREAS, on _____October 30, 2025_____, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's General Plan Amendment and Zoning Request and reviewed the conceptual project plans, attached hereto as Exhibit D ("Concept Plan"), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

WHEREAS, on _____, 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 Developer's General Plan Amendment and Zoning Request, this Agreement, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

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

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

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, 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 General Plan Amendment and Rezoning 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 A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change, Permitted Uses, and City Regulations. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the R1-10 zone in effect when a complete preliminary or site plan application is filed, except that permitted and prohibited uses shall be determined based on the provisions of the R1-10 zone in effect as of the Effective Date. An application is determined to be complete in accordance with Utah Code § 10-9a-509.

   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. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Capacity shall only be reserved once a Final Plat is recorded, accepted construction drawings are stamped, and all improvements necessary to resolve any existing system capacity issues are guaranteed to be installed by Developer through an improvement completion assurance or bond. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City Regulations with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

    a. **Water Rights and Sources**. Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.

    b. **Water Facilities for Development**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law.

i. There are currently no City drinking water or pressurized irrigation waterlines within Sagehill Drive and those will need to be installed with the project in accordance with City Standards and specifications connecting to the existing waterlines in 1200 N on the north end of the project and looping to the existing waterlines stubs in Sagehill Drive to the West within the Mt Saratoga development.

ii. In accordance with the City's Drinking Water Master plan, the Drinking waterline within Sagehill Drive shall be upsized to 10-inches beginning at Summit View Drive and extended to the connection with the existing 10-inch drinking water line to the west of the project. Only this upsize may be eligible for a reimbursement agreement, which shall be negotiated prior to construction drawing approval unless a reimbursement agreement waiver is signed by developer. In this case, a reimbursement agreement can be negotiated after construction drawing acceptance.

c. **Sewer and Roads**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, and road improvements sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.

i. This project abuts Sage Hill Drive to the west and 1200 North on the north, both of which are roads which do not meet current city standards. The Developer shall be responsible for bringing these roads up to current city and industry standards on the entire project frontage. This includes the requirement to obtain any ROW and easements necessary to bring the road geometry and cross-section into compliance. These are project improvements and are not eligible for reimbursement. In addition, any offsite improvements for accesses to the project identified in future traffic impact studies will also not be eligible for reimbursement.

ii. Developer shall install a 6 foot tall masonry fence along both the east and west sides of parcel 52:557:0004 , excluding stub roads, which shall include fencing that protects humans and animals from each other and meets City Ordinances. All city utilities are required to be installed by developer within Sage Hill Drive and shall be extended to project limits for future connections.

d. **Storm Drainage**. At the time of plat recordation or site plan approval, the Developer shall be responsible for the installation and dedication to the City of all onsite and offsite storm drainage systems necessary for the development of the

Property, in accordance with City Regulations. The specific storm drainage improvements required for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and applicable law. The Developer acknowledges and agrees that portions of the storm drainage system will be installed on Developer's property per City regulations and thus will convey a combination of public and private storm water. Such improvements are required by City regulations to remain private property of the Developer or owners' association. The Developer, and its successors and assigns, further agree that the City shall have no responsibility or liability for any storm water once it enters or re-enters the private storm drainage system, regardless of whether such stormwater originated from public or private sources. The Developer shall be solely responsible for such storm water and the operation, maintenance, repair, and replacement of the private storm drainage system, and shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents from and against any and all claims, damages, liabilities, or expenses arising out property damage from such storm water and or related to the design, construction, operation, maintenance, or failure of the private storm drainage system.

i. The Developer shall be responsible for piping the portion of the Welby-Jacob Canal that runs through and alongside the project. This is a project improvement and not eligible for reimbursement.

e. **Trail Improvements**. As an express condition of this Agreement and the Zoning Request, Developer shall be required to install and improve the trail improvements along the Welby-Jacob Canal and as more fully specified in Exhibit E. This shall be in addition to and not in lieu of all required landscaping/open space improvements according to City Regulations. Developer may receive credits towards the City's landscaping/open space requirements for the installation of the trail improvements per City regulations, or alternatively Developer may choose to receive Parks, Trails, and Open Space impact fee credits, if applicable. Developer shall not receive both landscaping/open space credit under Title 19 of the City Code and impact fee credits.

Developer shall maintain the landscaping portion of trail improvements in perpetuity including repairing and replacing the vegetation, repairing and replacing all necessary irrigation infrastructure and improvements, replacing rock and mulch landscaping, and providing snow removal to ensure that the public is able to safely use and access the trail at all times. City shall be responsible for the perpetual repair and replacement of the trail surface. Developer shall ensure that an owners association maintains the trail landscaping in perpetuity once Developer no longer has a majority ownership interest in the Property. The right of public access and HOA maintenance shall be noted on the plat(s) for the trail

and mid-block accesses.

f. **Parks**. Developer and City acknowledge that the Concept Plan includes the installation of parks within the Project. Developer expressly acknowledges and agrees that installation of any parks, open space, or trails not meeting the City's standards for Regional Parks or Regional Trails in the Parks, Recreation, Trails, and Open Space Master Plan shall not entitle Developer to any impact fee reimbursements or any compensation or reimbursement from the City in whole or in part. In the event Developer installs parks, open space, or trails that do meet the City's standards for regional parks or regional trails, the decision by the City to accept such parks or trails shall remain an entirely discretionary, legislative decision by the City Council. City staff representations shall not bind the City Council to accept such parks or trails, and Developer shall make no reliance on any such representations.

    i. **Developer shall install a private masonry** fence along the eastern boundary of the project adjacent to the City Park.

g. **Power Lines**. As an express condition of this Agreement and the Zoning Request, Developer shall be required to bury all power lines at Developer's own expense that are located on the Property, on the immediately adjacent parcel, and/or along Sage Hill Road and 1200 North as more fully shown on Exhibit F and as depicted in the approved construction drawings for Phase 1. This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance with City Regulations. Furthermore, as an express condition of this Agreement and the Zoning Request, Developer shall be required to apply for and receive a permit from Rocky Mountain Power and comply with all necessary requirements at Developer's sole cost. Developer shall also be required to apply with and obtain approval from any government entity for encroachment onto any public right-of-way at Developer's sole cost.

6. Open Space. For purposes of calculating the amount of required open space in the Project, Phases 1 and 2 shall be considered together such that each phase shall not be required to meet open space requirements on its own. In any event, the Project as a whole shall meet the City's open space requirements.

7. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements, Developer shall

provide all information required by City Regulations, as well as any information which City staff reasonably requests.

8. 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.

9. Standards for Approval. City shall approve the Plans if such Plans meet the requirements of this Agreement and City Regulations. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations and, if a plat is required, record a Final Plat with the Utah County Recorder and pay all recording fees.

10. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years. However, this Agreement shall terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if Developer fails to proceed with the Project within a period of two years. "Failure to proceed with development" shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City's application fees for such. Unless otherwise agreed to by City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise 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.

11. Successors and Assigns.

    a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby.

Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 11.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

12. 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 12.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 12.a. and 12.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.

13. 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: Staff Report with Adopted Planning Commission Findings and Recommended Conditions of Approval, and Planning Commission Written Minutes

Exhibit C: Staff Report with Adopted City Council Findings and Conditions of Approval, and City Council Written Minutes

Exhibit D: Concept Plan

Exhibit E: Required Trail Improvements

Exhibit F: Power Poles Required to be Buried

14. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable

best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four 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: Larry Myler
Hidden Landing, LLC
1982 W Pleasant Grove Blvd. Unit J
Pleasant Grove, UT 84062

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

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

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance

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

any claim and to minimize duplicative costs and expenses.

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 12 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. 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.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

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

Attest:

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

_____
City Recorder

By:_____
Mayor

DEVELOPER, Hidden Landing LLC, a Utah limited liability company.

By: _____
Larry Myler, Manager

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 12th day of November 2025 by Larry Myler, the Manager of Hidden Landing LLC, a Utah limited liability company.

_____
Notary Public

Heather Ann McDougald
Notary Public, State of Utah
Commission #742941
My Commission Expires
May 5, 2029

Exhibit "A"

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

Exhibit "B"

Staff Report with Adopted Planning Commission Recommendation, Findings and Conditions of Approval and Written Minutes

[ON FILE WITH THE CITY RECORDER]

Exhibit "C"

Staff Report with Adopted City Council Findings and Conditions of Approval, and City Council Written Minutes.

[ON FILE WITH THE CITY RECORDER]

Exhibit "D"
Concept Plan

Exhibit "E"
Trail Improvements

Exhibit "F"
Power Poles Required to be Buried

ORDINANCE NO. 25-67 (11-18-25)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AN AMENDMENT TO THE LAND USE MAP OF THE GENERAL PLAN, ADOPTING AN AMENDMENT TO THE OFFICIAL ZONING MAP, AND APPROVING A DEVELOPMENT AGREEMENT SPECIFYING THE TERMS OF THE DEVELOPMENT OF CERTAIN REAL PROPERTY IN THE CITY

WHEREAS, Utah Code Chapter 10-20 allows municipalities to amend the general plan and the number, shape, boundaries, or area of any zoning district; and

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

WHEREAS, on October 30, 2025, the Planning Commission held a public hearing after proper notice and publication to consider amendments to the City's Land Use Map of the General Plan as well as the City-wide zoning map for certain real property in the City of Saratoga Springs, which is described in Exhibit A ("Property"), and forwarded the item with a favorable recommendation; and

WHEREAS, on November 18, 2025, the City Council held a public meeting to consider the general plan land use map and zoning map amendments; and

WHEREAS, the City Council voted to approve the rezone and general plan amendments subject to the terms of a development agreement, which agreement is attached as Exhibit B ("Agreement"); and

WHEREAS, pursuant to Utah Code § 10-20-102, 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 desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

WHEREAS, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-20-101, et seq., has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the Land Use Map of the General Plan and City-wide zoning map be made and that the Agreement be approved.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The Property described in Exhibit A is hereby changed from Rural Residential to Low Density Residential on the City's Land Use Map of the General Plan and changed from RR to R1-10 on the City's Zoning Map, subject to and conditioned on the owner of the Property entering into the development agreement attached as Exhibit B, which Agreement shall be recorded on the Property in the Office of the Utah County Recorder. City Staff is hereby instructed to amend the official City Zoning Map and Land Use Map accordingly and to record said Agreement, subject to payment of the recording costs by the property owner.

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

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 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 18th day of November, 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

Legal Description

EXHIBIT B

Development Agreement

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., Public Works Director
Subject: Dry Creek Watershed
Date: November 18, 2025
Type of Item: Watershed Agreement

Description:

A. **Topic:** This item is for the City Council's authorization to enter into an easement and right of way acquisition agreement with GH Enterprises ("Property Owners") for the Saratoga Road and Pony Express Parkway widening Project.

B. **Background:** An appropriation of $8,403,157.43 for this Project, including monies for easement acquisition, was approved with the adoption of the Fiscal Year 2025-26 budget and added to Fund 33-4000-764. City staff has worked with our design to and identified an alignment for the roadway widening and a storm water outfall that crosses through parcels owned by the Property Owners. The City needs to acquire the ROW and easements for the Project from the Property Owners to finalize the designs and to begin construction on the Project.

C. **Analysis:** The right of way and easement alignments are the preferred route for the Project. An appraisal was obtained to establish market rates for the ROW, the easement is being provided by the property owners in exchange for the City building and maintaining the storm water outfall, no monetary compensation is being provided by the City for the easement, only the right of way.

D. **Fiscal Impact:**

An appropriation of $8,403,157.43 for this Project, including monies for easement acquisition, was approved with the adoption of the Fiscal Year 2025-26 budget and added to Fund 33-4000-764.

E. **Recommendation:** Staff recommends approval of the attached resolution and agreement.

When Recorded, Mail To:

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

(Space Above for Recorder's Use Only)

UTILITY EASEMENT AND PROPERTY PURCHASE AGREEMENT

This UTILITY EASEMENT AND PROPERTY PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of _____, 20_____ (the "Effective Date"), by and between and GH Enterprises LLC, a Utah corporation/ limited liability company, ("Grantor"), POKY LLC, an Idaho limited liability company ("Poky"), and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in the City of Saratoga Springs, Utah County, Utah (the "Grantor Property").

B. Grantee desires to obtain, and Grantor is willing to convey:

1. a perpetual utility easement over a portion of the Grantor Property and the Hatch Property (the "Utility Easement Area"), and
2. a temporary construction easement over a portion of the Grantor Property and the Hatch Property (the "Utility Easement Area"), and
3. a fee simple parcel of the Grantor Property (the "Purchase Parcel"), each as more particularly described and depicted on Exhibit A ("Utility Easement Area") and Exhibit B ("Purchase Parcel"), respectively.

C. The Parties desire to enter into this Agreement to evidence and complete both such conveyances.

D. As part of the consideration for the conveyance of the Purchase Parcel, the Parties acknowledge that Grantee shall assume Grantor's obligation under the applicable development agreement to pipe and maintain the existing drainage channel located on or adjacent to the Grantor Property, and that such assumption by Grantee shall fully satisfy Grantor's corresponding drainage improvement obligation.

E. Poky is the holder of certain liens or security interests encumbering the Grantor Property. In order to facilitate the conveyance of the Utility Easement and the Purchase Parcel to Grantee, Poky has agreed to cooperate fully and to provide all releases, consents, subordinations, and other documentation necessary to permit recordation of such conveyances free and clear of Poky's

liens or encumbrances, as applicable. Poky enters into this Agreement for the limited purpose of evidencing its consent to and cooperation with the transactions contemplated herein.

F. "Utilities" or "utility" are defined herein to include all utility facilities, lines, conduits, pipes, channels, ponds, ditches, valves, structures, boxes, and other similar transmission and distribution structures and facilities, and all related appurtenances owned and operated by Grantee for the provision of services such as water, secondary water, irrigation water, drinking water, culinary water, storm drainage, storm sewer, sanitary sewer, and sewer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. Grant of Easement. As part of the consideration for the sale and purchase of land, Grantor does hereby convey, without warranty, unto Grantee a perpetual easement (the "Utility Easement") under and across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Utility Easement Area"). Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted to any other person or entity on, over, or under the Utility Easement Area and that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Utility Easement Area, except as otherwise approved by Grantee in writing. Grantor acknowledges and agrees that the Utilities will be constructed by Grantor, and then dedicated to Grantee upon acceptance in writing by Grantee.

2. Hatch Property Easement Coordination. Grantor agrees to obtain all necessary signatures and notaries from Hatch Property Holdings LLC (and any other parties with an interest in the Hatch Easements) required to execute, deliver, and record such easement documents in favor of Grantee. Grantor's obligations under this Section are limited solely to facilitating the execution and delivery of said documents and taking such actions as may be reasonably required to enable the recording of the Hatch Easements.

3. Sale and Purchase of Land.

3.1. Conveyance. Grantor hereby sells, grants, and conveys to Grantee, and Grantee hereby purchases from Grantor, all of Grantor's right, title, and interest in and to the real property described and depicted in Exhibit B (the "Purchase Parcel"), together with all improvements, easements, rights, and appurtenances thereon.

3.2. Purchase Price. Grantee shall pay to Grantor the total sum o**f** Eight Hundred Sixty-Three Thousand, Eight Hundred and Eighty-Seven Dollars **($863,887.00)** (the "Purchase Price") as full consideration for the conveyance of the Purchase Parcel.

3.3. Payment and Closing. The closing of the purchase and sale (the "Closing") shall occur on or before December 31**, 2025**, or such other date as mutually agreed in writing. Payment shall be made by check or wire transfer to Grantor within thirty (30) days following execution and delivery of this Agreement in recordable form.

3.4. Title and Closing Costs. Grantor shall deliver marketable title to the Purchase Parcel, free and clear of all liens, encumbrances, and claims except as approved in writing by Grantee. Each party shall bear its own closing costs, except Grantor shall pay any transfer taxes (if applicable), and Grantee shall pay recording fees.

3.5. Possession. Grantor shall deliver exclusive possession of the Purchase Parcel to Grantee upon Closing.

3.6. Merger of Conveyances. The conveyance of the Utility Easement and the Purchase Parcel are separate but related transactions. The validity or failure of one shall not affect the other, and both conveyances shall survive Closing.

3.7. Assumption of Drainage Channel Obligation. In exchange for the sale and conveyance of the Purchase Parcel as provided herein, Grantee agrees to assume and perform Grantor's obligation under the applicable development agreement, dated _____, to pipe and maintain the existing drainage channel located on or adjacent to the Grantor Property. Grantee shall design, construct, and maintain such piped drainage facility at its sole cost and expense, and upon completion, shall be solely responsible for its continued operation, maintenance, and repair. The Parties acknowledge and agree that this assumption of obligation by Grantee constitutes part of the consideration for the conveyance of the Purchase Parcel and fully satisfies Grantor's corresponding drainage improvement obligation under the development agreement.

3.8. Poky Cooperation and Release. Poky agrees to execute, deliver, and record (as applicable) all documents, releases, subordinations, consents, or other instruments necessary to permit the conveyance and recordation of the Utility Easement and Purchase Parcel to Grantee free and clear of any lien or encumbrance held by Poky. Poky's obligations under this Section are limited solely to providing such documents and taking such actions as may be reasonably required to enable the Closing of the transactions contemplated herein. Except as expressly provided in this Section, Poky shall have no further obligations, representations, or warranties under this Agreement.

4. **Access**. Grantee and their agents, servants, employees, consultants, contractors, and subcontractors shall have the rights of ingress and egress to and from the Utility Easement Area, and to and from the Purchase Parcel, and the right to enter upon the Utility Easement Area and Purchase Parcel solely for the purposes permitted by this Agreement. Grantee shall enter upon the Utility Easement Area and Purchase Parcel at its sole risk and hazard, and Grantee hereby releases Grantor from any and all claims relating to the condition of the Utility Easement Area and Purchase Parcel and the entry thereon by Grantee.

5. **Purposes of the Utility Easement; Term**. The purpose of this Utility Easement is to allow Grantee the ability to maintain, repair, and replace the Utilities after Grantee's acceptance in writing. Grantor or its successors, associates, assigns, and agents shall be responsible for the proper and timely construction and installation of the Utility Improvements per Grantee's standards. Upon the proper and timely construction of the Utilities by Grantor and acceptance in writing by Grantee per Grantee's development standards, Grantee, at its sole cost and expense, shall maintain the Utility Improvements in good order and condition, except for repair of the Utilities during the 1-year warranty period per Grantee's development standards, during which time the Utilities shall be maintained and repaired by the Grantor. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Utility Easement Area.

In performing the work permitted by this Agreement, Grantee shall restore the Grantor Property to the same condition prior to Grantee's entry. Notwithstanding the obligations of this Section 3, Grantor recognizes that the nature of the utility improvements may result in the inability of Grantee to fully restore the Grantor Property. So long as Grantee uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee's respective restoration requirements under this paragraph.

The Parties agree that the perpetual easements granted herein shall continue in perpetuity unless vacated by the Grantee through a written instrument executed and recorded with the County. The temporary construction easement shall automatically terminate upon completion of the storm drain pipe construction.

6. **Notices**. All notices, demands, statements, and requests (collectively, the "**Notice**") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) two business days after the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____

If to Grantee: Jeremy Lapin
Public Works Director
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
jlapin@saratogasprings-ut.gov

With a copy to: Kevin Thurman
City Attorney
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
kthurman@saratogasprings-ut.gov

7. Miscellaneous.

7.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

7.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

7.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

7.5. Relationship of the Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

7.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

7.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

7.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.9. Assignment. Grantee may any time during this Agreement assign its rights and obligations under this Agreement to other public utilities and utility franchisees of Grantee.

7.10. Entire Agreement; REPC Clause. This Agreement constitutes the entire and exclusive agreement between the Parties regarding both (a) the conveyance of the Utility Easement and (b) the purchase and sale of the Purchase Parcel. The Parties agree that this Agreement contains all material terms necessary to constitute a binding and enforceable real estate

purchase contract under Utah law and that no separate Real Estate Purchase Contract (REPC) shall be required.

7.11. Recordation. This Agreement, once executed and acknowledged, may be recorded in the official records of Utah County, Utah, and shall serve as evidence of the conveyance of both the Utility Easement and the Purchase Parcel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

_____,
a Utah corporation/limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

Before me, _____, of the state and county aforesaid personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____of _____, a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

_____
My Commission Expires: Notary Public for Utah

[*Signature and acknowledgment to follow*]

POKY:

POKY LLC,
a Idaho corporation/limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
:ss
COUNTY OF _____)

Before me, _____, of the state and county aforesaid personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____of _____, a Idaho corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

_____
My Commission Expires: Notary Public for Utah

[*Signature and acknowledgment to follow*]

GRANTEE:

City of Saratoga Springs, a Utah municipal corporation

_____
City Manager

ATTEST:

_____
City Recorder

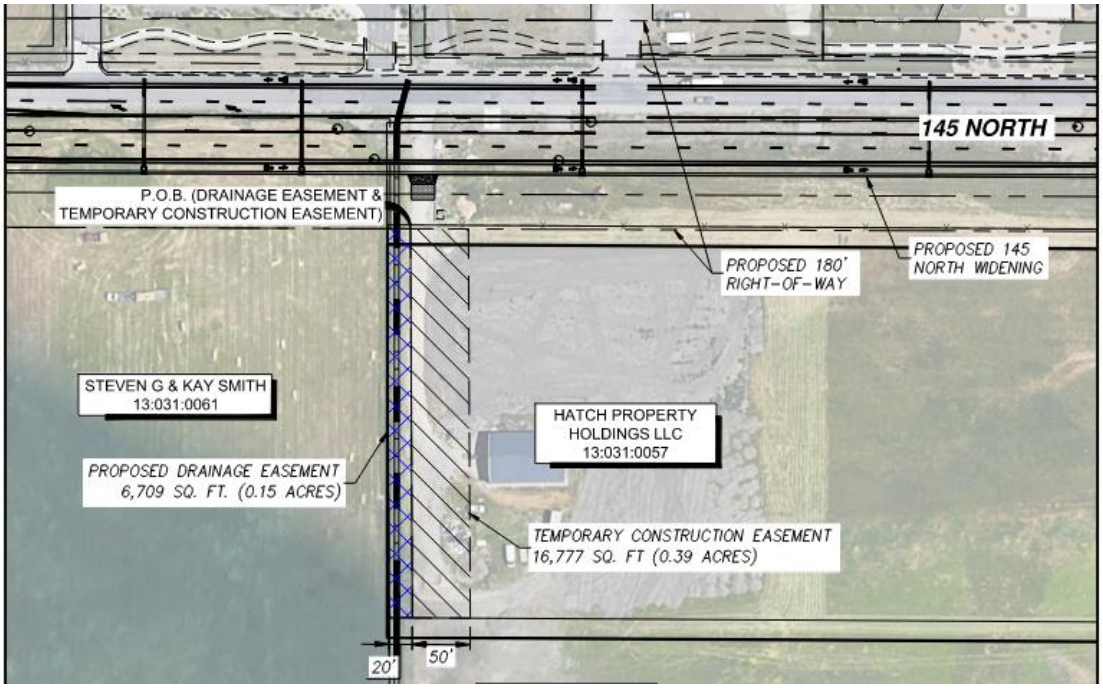
STATE OF UTAH)
:ss
COUNTY OF UTAH)

Before me, _____, of the state and county aforesaid personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____of The City of Saratoga Springs, a Utah municipal corporation, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: _____
Notary Public for Utah

EXHIBIT A

Legal description and depiction of the Utility Easement Area



Project: Saratoga Road and 145 North Widening Project
Parcel No. 13:031:0057 (Hatch Property Holdings LLC)
Saratoga Springs Acquisition Area

Drainage Easement Acquisition Area

Beginning at a point which is West 1165.46 feet and North 883.15 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 89°50'05" West, 2638.79 feet between the South Quarter Corner of Section 20 and the Southeast Corner of said Section 19), said point being on the southerly right-of-way line of the 180'wide Pony Express Parkway right-of-way; and running thence South 00°15'00" East, 335.48 feet to a point on the less and excepting parcel described in that certain Quit Claim Deed, recorded October 26, 2023 as Entry No. 70503:2023 in the Utah County Recorder's Office; thence along said parcel the following two (2) courses: 1) North 89°39'03" West, 20.00 feet; thence 2) North 00°'15"00" West, 335.44 feet to a point on said Pony Express Parkway right-of-way; thence along said right-of-way South 89°46'20" East, 20.00 feet to the point of beginning.

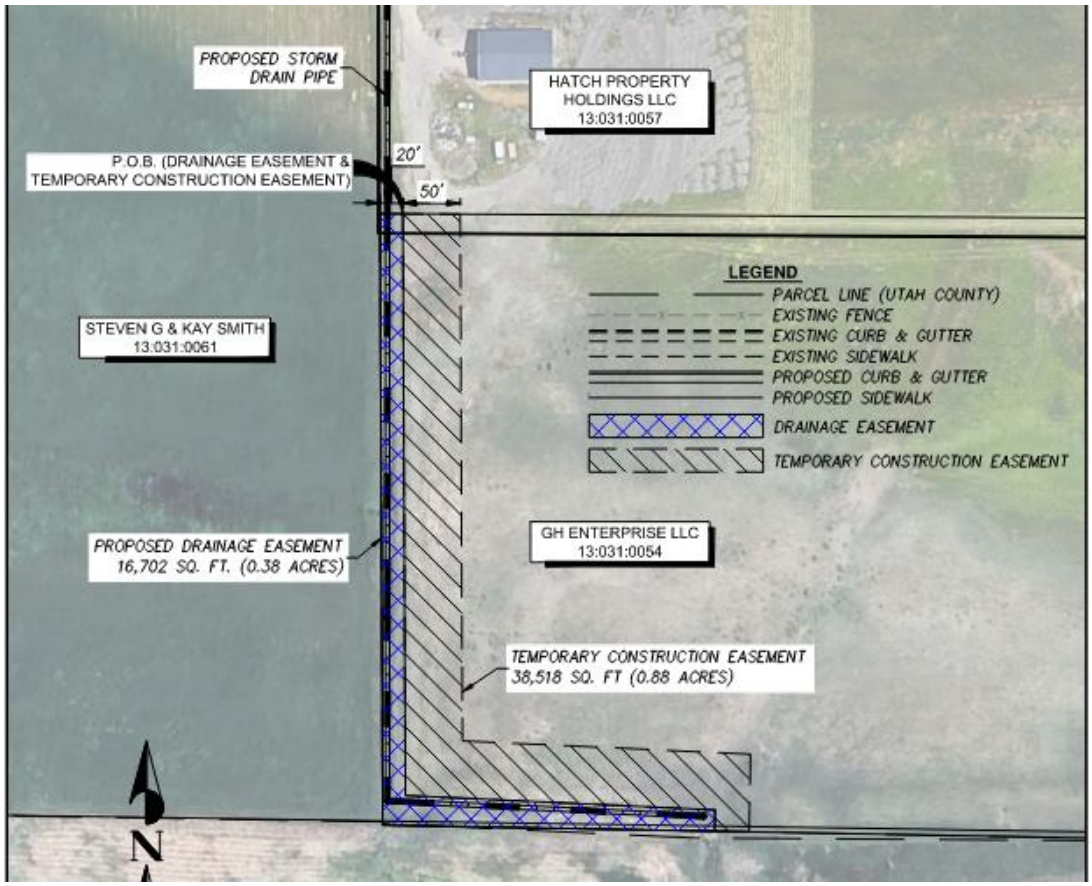
Contains: 6,709 Sq. Ft. or 0.15 Acres more or less

Project: Saratoga Road and 145 North Widening Project
Parcel No. 13:031:0057 (Hatch Property Holdings LLC)
Saratoga Springs Acquisition Area

Temporary Construction Easement Area

Beginning at a point which is West 1165.46 feet and North 883.15 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 89°50'05" West, 2638.79 feet between the South Quarter Corner of Section 20 and the Southeast Corner of said Section 19), said point being on the southerly right-of-way line of the 180' wide Pony Express Parkway right-of-way; and running thence along said right-of-way South 89°46'20" East, 50.00 feet; thence South 00°15'00" East 335.59 feet to a point on the less and excepting parcel described in that certain Quit Claim Deed, recorded October 26, 2023 as Entry No. 70503:2023 in the Utah County Recorder's Office; thence along said parcel North 89°39'03" West, 50.00 feet; thence North 00°15'00" West 335.48 feet to the point of beginning.

Contains: 16,777 Sq. Ft. or 0.39 Acres more or less



Project: Saratoga Road and 145 North Widening Project
Parcel No. 13:031:0054 (GH Enterprise LLC)
Saratoga Springs Acquisition Area

Drainage Easement Acquisition Area

Beginning at a point which is West 1164.00 feet and North 547.67 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 89°50'05" West, 2638.79 feet between the South Quarter Corner of Section 20 and the Southeast Corner of said Section 19), said point being on the GH Enterprise LLC parcel described in that certain Quit Claim Deed, recorded October 26, 2023 as Entry No. 70503:2023 in the Utah County Recorder's Office; and running thence South 00°15'00" East, 507.47 feet; thence South 87°20'41" East, 270.50 feet; thence South 01°03'00" West, 18.55 feet to a point on said Quit Claim Deed; thence along said Quit Claim Deed the following three (3) courses: 1) North 88°57'00" West, 289.80 feet; thence 2) North 00°'15"00" West, 533.35 feet; thence 3) South 89°39'03" East, 20.00 feet to the point of beginning.

Contains: 16,702 Sq. Ft. or 0.38 Acres more or less

Project: Saratoga Road and 145 North Widening Project
Parcel No. 13:031:0054 (GH Enterprise LLC)
Saratoga Springs Acquisition Area

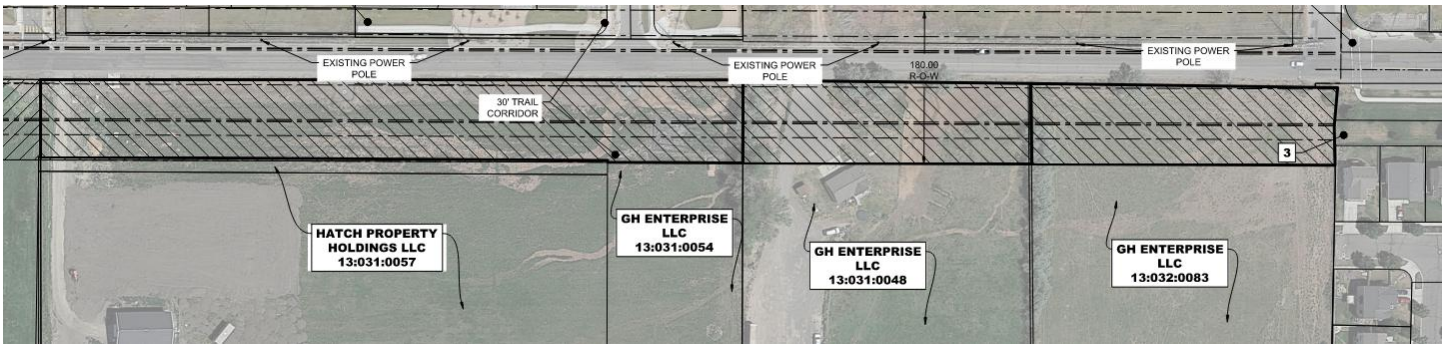
Temporary Construction Easement Area

Beginning at a point which is West 1164.00 feet and North 547.67 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is North 89°50'05" West, 2638.79 feet between the South Quarter Corner of Section 20 and the Southeast Corner of said Section 19), said point being on the GH Enterprise LLC parcel described in that certain Quit Claim Deed, recorded October 26, 2023 as Entry No. 70503:2023 in the Utah County Recorder's Office; and running thence along said Quit Claim Deed South 89°39'03" East, 50.00 feet; thence South 00°15'00" East, 459.42 feet; thence South 87°20'41" East, 251.58 feet; thence South 01°03'00" West, 67.73 feet to a point on said Quit Claim Deed; thence along said Quit Claim Deed North 88°57'00" West, 30.00 feet; thence North 01°03'00" East, 18.55 feet; thence North 87°20'41" West, 270.50 feet; thence North 00°15'00" West, 507.47 feet to the point of beginning.

Contains: 38,518 Sq. Ft. or 0.88 Acres more or less

EXHIBIT B

Legal description and depiction of the Purchase Parcels



LEI
ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
7-3-2025
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTIONS
PREPARED FOR
CITY OF SARATOGA SPRINGS
Job No. 2022-0057
(July 03, 2025)

PROPOSED PONY EXPRESS PARKWAY RIGHT-OF-WAY THROUGH GH ENTERPRISES LLC PARCEL NO. 13:031:0054

A parcel of land located in the Southeast Quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the east line of that real property described in Deed Entry No. 80112:2022 in the official records of the Utah County Recorder, said point being located N89°07'30"W along the Section Line 510.02 feet and North 872.53 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence along said real property the following two (2) courses: N00°20'57"E 2.24 feet; thence N89°39'03"W 673.08 feet to an existing fence being the west line of that real property described in Parcel 1, in Deed Entry No. 70503:2023; thence along said real property the following three (3) courses: N00°05'30"W along a fence 91.37 feet to the South line of a road; thence S89°58'30"E along said road 833.99 feet more or less to an existing fence as described in Parcel 2 in said Deed Entry No. 70503:2023; thence S00°10'09"W along said fence line 97.99 feet to the proposed southerly right-of-way line of Pony Express Parkway; thence N89°46'13"W along the proposed southerly right-of-way line of Pony Express Parkway 160.50 feet to the point of beginning.

Contains: ±1.80 Acres
±78,481 Sq. Ft.

PROPOSED PONY EXPRESS PARKWAY RIGHT-OF-WAY THROUGH GH ENTERPRISES LLC PARCEL NO. 13:031:0048

A parcel of land located in the Southeast Quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point in an existing fence line on the West line of that real property described in Parcel 2, in Deed Entry No. 70503:2023 in the official records of the Utah County Recorder, said point being located N89°07'30"W along the Section Line 352.09 feet and N00°10'09"E along a fence line 874.31 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence N00°10'09"E along said fence line 97.66 feet; thence S89°21'26"E along a fence line 341.83 feet; thence S00°31'41"E along a fence line 95.21 feet to the proposed southerly right-of-way line of Pony Express Parkway; thence N89°46'13"W along the proposed southerly right-of-way line of Pony Express Parkway 342.97 feet to the point of beginning.

Contains: ±0.76 Acres
±33,017 Sq. Ft.

PROPOSED PONY EXPRESS PARKWAY RIGHT-OF-WAY THROUGH GH ENTERPRISES LLC PARCEL NO. 13:032:0083

A parcel of land located in the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, Township 5 South, Range 1 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point in an existing fence line on the East line of that real property described in Parcel 2, in Deed Entry No. 70503:2023 in the official records of the Utah County Recorder, said point being located N89°07'30"W along the Section Line 6.50 feet and North 878.20 feet from the Southeast Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence N00°31'41"W along an existing fence line 95.20 feet; thence S89°11'26"E along an existing fence line 364.04 feet to the west boundary line of *LOCH LOMOND PHASE 3* subdivision (Entry No. 138384:2002, Map No. 9791); thence along the boundary of said subdivision the following two (2) courses: thence S04°53'53"W 45.70 feet; thence S01°14'54"E 45.97 feet to the proposed southerly right-of-way line of Pony Express Parkway; thence N89°46'13"W along the proposed southerly right-of-way line of Pony Express Parkway 360.23 feet to the point of beginning.

Contains: ±0.77 Acres
±33,692 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

RESOLUTION NO. R25-62 (11-18-25)

A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH AUTHORIZING THE PURCHASE OF AN EASEMENT AND RIGHT OF WAY FROM GH ENTERPRISES LLC AND AUTHORIZING CITY STAFF TO ENTER INTO AN AGREEMENT THERETO

WHEREAS, the City is designing and intends to build the Saratoga Road and Pony Express Parkway Wiening project ("Project"); and

WHEREAS, an appropriation of $8,403,157.43 for the Project, including monies for easement acquisition, was approved with the adoption of the Fiscal Year 2025-26 budget and added to Fund 33-4000-764 ("Approved Funds"); and

WHEREAS, the preferred alignment for the widening of Pony Express Parkway and an associated storm water outfall runs across property owned by GH Enterprises LLC ("Property Owners"); and

WHEREAS, City Staff has negotiated the purchase of right of way and an easement from the Property Owners for the Project along the preferred alignment ("Easement") using the Approved Funds; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the City Manager is hereby authorized to enter into an agreement with GH Enterprises et al for the purchase of right of way and Easements for the aforementioned project in an amount not to exceed **$863,887.00**. The City Manager is authorized to sign the easement agreement on behalf of the City. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 18th day of November, 2025.

City of Saratoga Springs

_____

Mayor Jim Miller

ATTEST:

_____

Nicolette Fike, City Recorder

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Rezone and Development Agreement
Harbor Springs Development
November 18, 2025
PUBLIC MEETING

Applicant:	Jen Hall
Owner:	GH Enterprise LLC
Location:	1331 E. Pony Express Parkway
Project Acreage:	23.36
Residential Units/Lots:	188
Current Use:	Agriculture
Land Use Map Designation:	Mixed Waterfront
Parcel Zoning:	Agricultural
Requested Zoning:	Mixed Waterfront
Adjacent Zoning:	I/C, MR, A, R1-9
Adjacent Uses:	Residential, Church, North Marina, FFSL land
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Austin Roy, Senior Planner

A. Executive Summary and Request:

Applicant is seeking to rezone the property from the Agriculture (A) zone to the Mixed Waterfront (MW) zone. The property consists of 23.36 acres and is located at 1331 E. Pony Express Parkway. The applicant has prepared a concept plan with 188 residential units (122 townhomes; 66 mixed use (commercial on first floor, residential on second floor). Maximum allowed density in the MW zone is 8 units per acre, and at the discretion of the City Council an additional 2 units per acre can be granted.

The current concept shows total density for the project at 8.2 units per acre, and 11 units per acre on the residential portion, which exceeds the limits the Council is allowed to approve under 19.04.12. The applicant intends to seek the 10 units per acre allowed maximum that can be granted by the City Council. To qualify for the 2 extra units per acre the applicant is proposing to provide additional amenities of 25 percent, on top of the minimum required.

The proposed open space is private and intended to be developed, except for Dry Creek, which will remain native, with 5.84 acres of open space being required and 6.58 acres being provided.

Austin Roy, Senior Planner
aroy@saratogasprings-ut.gov
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x107 • 801-766-9794 fax

Applicant will work with Utah County for appropriate trail permissions to develop the trail to the south. The Dry Creek trail is proposed as a City trail. The concept plan also shows two possible connection points into the North Marina for vehicular and pedestrian access. This will allow the City the option to connect in the future if they choose to, but it is not mandatory.

Recommendation:
On October 30, 2025 the Planning Commission recommended approval of the proposed application with a unanimous vote, and included a recommendation to approve the application. Draft minutes are attached.

Staff recommends that the City Council conduct a public meeting on the application, review and discuss the proposal, and choose from the options in the Recommendation and Alternatives Section of this report. Options include approval with or without conditions, denial, or continuation.

B. Background: The proposed Harbor Springs development consists of one parcel (13:028:0003). The property is currently zoned Agricultural (A).

C. Process: Rezone and General Plan Amendment
Code Section 19.13.04 outlines the process for a Rezone and General Plan Amendments. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council makes the final decision to either approve with or without conditions, continue, or deny the request.

Section 19.17.03 outlines the process criteria for Planning Commission and City Council Review:

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.
   Complies. *The application will be reviewed by the Planning Commission and receive a recommendation prior to review by the City council. The application was received on October 16, 2025 and upon completion of review, October 30, 2025 was the soonest available Planning Commission meeting.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title.
   Complies. *Please see Sections E and F of this report.*

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code and Chapter 19.13. For an application which concerns a specific parcel of property, the City shall provide the notice required by the Utah Code and Chapter 196.13 for a public hearing.
   Complies. *Please see Section* D *of this report.*

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

Per Chapter 19.13 of the Land Development Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The review shall be for comment only and is non-binding.

A concept plan layout has been submitted with the request for a rezone and is included with this staff report. The concept plan is meant to help understand the intent of the applicant's request and their future development plans. The attached concept plan review is non-binding and does not address all concerns or requirements of the Land Development Code. The items marked "shall comply" or "does not comply" shall be incorporated into the neighborhood plan application.

Neighborhood Plan
The MW zone requires a neighborhood plan which will be processed at a future date.

D. 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 has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.

Public Comment: As of the date of this report, no public input has been received.

E. General Plan: The Land Use Map of the General Plan designates this property as Mixed Waterfront (MW), which matches the proposed zoning.

Staff conclusion: Consistent. The applicant is proposing a land use that matches the General Plan. A General Plan amendment is not required.

F. Code Criteria:
Land Use
The requested rezone would change the land use regulations for the subject property as follows:

	Agricultural:	Mixed Waterfront:
• Lot Minimum Size	From: 5 acres	To: No min.

- Interior Side Setback From: 12’ To:5’
- Maximum Height From: 35’ To: 40’
- Minimum Dwelling Size From: 1,000 sf To: 600 sf

Permitted uses are as shown in the table below:

	NC	CC	RC[1]	HC	MU	OW	I	LI	MW	BP	IC	PSBL
Alcoholic Beverage, State Liquor Store			P[3]									
Animal Hospital, Small/Small Veterinary Office	P	P	P	P	P	P						
Arts & Crafts Sales	P	P	P	P	P	P			P			
Athletic Coaching	P	P	P	P	P	P		P	P	P	P	
Automobile Rental & Leasing Agency			P[3]	P[3]		P[3]		P[3]				
Automobile Repair, Major							P[3]	P[3]				
Automobile Repair, Minor			P[2/3]			P[3]	P[3]	P[3]				
Automobile Sales			P[2/3]			P[2/3]		P[2/3]				
Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service			P[2/3]	P[2/3]		P[2/3]	P[2/3]	P[2/3]				
Bakery, Commercial						P		P				

Bakery, Retail	P	P	P	P	P	P	P	P	P	P[A]	P[A]	
Bar[4]			P[3]	P[3]								
Bed and Breakfast					P				P			
Bookstore	P	P	P	P	P	P			P	P[A]		
Bounce House				P		P		P				
Building Material Sales (with outdoor storage)							P[2/3]	P[2/3]				
Building Material Sales (without outdoor storage)			P	P		P	P	P				
Bus Lot												P[3]
Cannabis Production Establishments as defined by Utah Code							P[3]					
Car Wash (full service)		P[2/3]	P[2/3]	P[2/3]		P[2/3]		P[2/3]				
Car Wash (self service)			P[2/3]	P[2/3]		P[2/3]	P[2/3]	P[2/3]				
Cemetery											P	
Child Care Center	P	P	P	P	P				P[A]	P[A]	P	
Churches	P	P	P	P	P	P	P	P	P	P	P	
Commercial & industrial laundries						P	P	P				
Commercial Recreation		P	P	P	P	P		P	P		P[A]	
Commuter/Light Rail Station	P	P	P	P	P	P	P	P	P	P	P	
Contractor construction services establishments				P		P	P	P				
Contractor Services Office				P		P	P	P				
Convenience Store		P	P	P	P	P		P		P[E]	P[A]	
Convenience Store/Fast Food Combination		P	P	P		P		P		P[E]	P[A]	
Copy Center	P	P	P	P	P	P				P[A]		
Crematory/Embalming Facility							P					
Distribution Center												
Dockless Shared Mobility Device (deployment)	P	P	P		P	P	P	P	P	P	P	

Drive-thru	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]			P[2]	
Dry Cleaners	P	P	P	P	P	P		P		P[A/E]		
Dwelling, Above commercial			P		P				P			
Dwelling, Live/Work					P				P			
Dwelling, Mobile Home												
Dwelling, Multi-Family					P				P			
Dwelling, Single-Family					P				P			
Dwelling, Three-Family					P				P			
Dwelling, Two-Family					P				P			
Educational Center	P	P	P	P	P	P		P		P	P	
Electronic Media Rental & Sales		P	P	P	P	P		P				
Electronic Sales & Repair			P	P	P	P		P		P[A]		
Equipment Sales & Services (with indoor storage)			P	P		P	P[3]	P[3]		P		
Equipment Sales & Services (with outdoor storage)							P[2/3]	P[2/3]				
Exhibition Center				P	P	P			P	P	P	
Financial Institution	P	P	P	P	P					P[A]		
Fitness Center (5,000 sq. ft. or less)	P	P	P	P	P	P		P	P	P[A]		
Fitness Center(5,001 sq. ft. or larger)			P	P	P	P		P		P[A]		
Floral Sales	P	P	P	P	P	P			P	P[A]	P[A]	
Funeral Home		P	P	P	P		I				P	
General Tobacco Retailer							P[4]					
Golf Course											P	
Grocery Store		P	P	P	P				P			
Group Fitness (5,000 sq. ft. or less)	P	P	P	P	P	P		P	P	P[A]		
Group Fitness (5,001 sq. ft. or larger)			P	P	P	P		P		P[A]		
Hardware & Home Improvement Retail			P			P		P				

Home Occupations			See §19.08		See §19.08				See §19.08			
Hospital			P	P								
Hotels			P[2]	P[2]	P[2]				P[2]	P[2]		
Ice Cream Shop	P	P	P	P	P				P	P[A]	P[A]	
Impound Yard							P[3]					
Kennel, Commercial			P[3]	P[3]			P[3]					
Laundromat	P	P	P	P	P	P		P				
Library		P	P	P	P						P	
Light Manufacturing						P[3]	P[3]	P				
Marina									P		P	
Medical Cannabis Pharmacy							P[3]					
Motels												
Neighborhood Grocery Store	P	P		P	P				P			
Non-Depository Institutions			P[2]	P[2]								
Office, High Intensity				P		P	P	P		P		
Office, Medical and Health Care		P	P	P	P		P	P		P		
Office, Professional		P	P	P	P	P		P	P	P		
Outdoor Seating	P	P	P	P	P	P	P	P	P	P	P	P
Personal Training	P	P	P	P	P	P		P	P	P[A]		
Public Building or Facility – County Owned (excluding any waste or water treatment or jail or detention center)				P							P	
Public Parks, playgrounds, recreation areas, or other park improvements	P	P	P	P	P	P	P	P	P	P	P	P
Pawn Shop				P[3]		P[3]	P[3]	P[3]				
Personal Service Establishment	P	P	P	P	P	P		P	P	P[A]		
Plant & Tree Nursery		P	P	P			P	P				
Postal Center	P	P	P	P	P	P				P[A]	P	
Preschool		P	P	P	P				P[A]	P[A]		
Printing, lithography & publishing establishments				P		P	P	P		P		
Public & private utility building or facility			P[2]	P[2]		P[2]	P[2]	P[2]	P[2]		P[2]	P[2]

Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	P	P	P	
Reception Centers		P	P	P	P				P	P		
Recreation Center		P	P	P		P			P		P	
Recreation Rentals			P	P		P	P	P	P		P[A]	
Recycling Facilities							P					
Refueling Station, Public		P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]				
Refueling Station, Private		P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]
Rental, Long Term			P		P				P			
Rental, Short Term			P		P				P			
Research & Development				P		P	P	P		P	P	
Residential facilities for elderly persons					P				P			
Residential Facilities for Persons with a Disability					P				P			
Restaurant, Takeout	P	P	P	P	P	P			P	P[A]	P[A]	
Restaurant	P	P	P	P	P	P			P	P[A/E]	P[A]	
Retail Sales	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]			P[4]	P[A/4]	P[A]	
Retail, Big Box			P	P								
Retail, Specialty	P	P	P	P	P	P			P		P[A]	
Retail, Tobacco Specialty Business							P[4]					
School, Public	P	P	P	P	P	P	P	P	P	P	P	P
School, Trade or Vocational						P	P	P		P	P	
Sexually Oriented Businesses							P[2/3]					
Shooting Range, indoor			P	P		P	P	P				
Storage, Self-Storage, or Mini Storage Units						P[2/3]	P[2/3]	P[2]				
Storage, Outdoor							P[3]	P[2/3]				
Storage, Vehicle							P[2/3]					
Tattoo Parlor							P[3]	P				
Tavern[4]												
Temporary Sales Trailer					T							

Temporary Use Trailer, Portable, Prefabricated or Manufactured Building											T	
Theater		P	P	P								
Trampoline Park/Bounce House				P		P		P				
Transit-Oriented Development (TOD)		P	P	P	P				P	P		
Truck and large Equipment Repair							P[3]					
Warehouse/Flex				P[3]		P[3]	P[3]	P[3]				

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

Rezone and General Plan Amendment

A zoning map amendment (rezone) is a legislative decision. The City Council has significant discretion when considering these changes. The criteria for a rezone are outlined below and act as guidance in the decision making. Note that the criteria are non-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;

   Staff finding: Consistent. *The applicant is requesting the Mixed Waterfront zone which aligns with the Mixed Waterfront designation in the General Plan.*

2. the proposed change will not decrease or otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;

   Staff finding: Consistent. *The proposed zone matches the anticipated use that is designated with the General Plan and is therefore consistent with the goals of the City.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City;

19.01.04. Purpose.

1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
    a. encourage and facilitate the orderly growth and expansion of the City;
    b. secure economy in governmental expenditures;
    c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
    d. enhance the economic well-being of the municipality and its inhabitants;
    e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
    f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
    g. stabilize and conserve property values;
    h. encourage the development of an attractive and beautiful community; and
    i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Staff finding: Consistent. *19.04.12 states the purpose of the MW zone as stated below. The concept plan appears to be consistent with these goals. The next step will be a neighborhood plan application.*

1. Purpose and Intent.
    a. The purpose of the Mixed Waterfront (MW) Land Use Zone is to allow for a wide range of land uses so long as those land uses are combined and arranged to create destination-oriented developments that take full advantage of the scenic and recreational opportunities that their lakeshore and riverside locations provide. Appropriate mixtures of land uses include retail, residential, and resort properties.
    b. Multiuse land development shall be prioritized and preferred, with an emphasis on community gathering spaces and recreational opportunities along the waterfront as described in the Mixed Waterfront Design Standards.
    c. The Utah Lake Shoreline Trail, and Jordan River trail, and connections thereto, shall be a top priority of any development in the Mixed Waterfront Zone and shall be required. These trails and connections are critical in providing access to waterfront activation opportunity areas and are identified in the Parks, Recreation, Trails and Open Space Master Plan.
    d. Low Density Residential, Medium Density Residential, and Neighborhood Commercial land uses, as listed in the tables in Section 19.04.12, are considered appropriate uses for this zone. Developments must include a mix of residential, and office or commercial uses.

e. This land use zone recognizes that in order for the City to be a well-rounded community, many different housing styles, types, and sizes should be permitted. Density shall be focused around the water front with density decreasing the farther from the water's edge. In an effort to incentivize commercial along the waterfront allowable residential density will increase based upon the amount of commercial provided.
f. Other important characteristics that must be addressed in this land use zone include neighborhood services and facilities, social gathering places, attractive landscaping, convenient access to public areas along the lakeshore, appropriately placed parking, a sense of personal safety, well-maintained housing, and attractive parks.

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change; and

   Staff finding: Consistent. *The proposed zone has been anticipated by the General Plan and will contribute to the anticipated goals for this location.*

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

   Staff finding: Consistent. *Staff recommends a mutually agreed upon development agreement be approved and signed before the rezone takes effect. The proposed development agreement outlines the right-of-way purchase for Pony Express along the frontage of this property and will allow the City to continue progressing plans for road expansion.*

G. Recommendation and Alternatives:

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

Option 1 – Approval"I move that the City Council approve the requested **Rezone** for Harbor Springs Development located at 1331 E. Pony Express Parkway, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.
2. The application complies with the Land Development Code, as articulated in Section F of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached Engineering Staff Report.

2. All requirements of the Fire Chief shall be met.
3. A Neighborhood Plan shall be approved prior to Site Plan or Preliminary Plat review.
4. All other Code requirements shall be met.
5. Ten units per acre on the residential portion of the project shall be subject to the applicant providing an additional 25 percent amenity points on top of the required minimum.
6. Any other conditions or changes as articulated by the City Council:
   _____.

Option 2 – Continuance

"I move to continue the Rezone for Harbor Spring Development to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial

"I move that the City Council deny the requested Rezone for Harbor Springs Development located at 1331 E. Pony Express Parkway based upon 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. _____, and/or
3. The application does not comply with the development agreement:
   _____.

H. Exhibits:

1. City Engineer's Report
2. Location & Zone Map
3. Concept Plan
4. See separate document for ordinance and signed DA

Staff Report

Author: Scott Petrik, Engineer 1
Subject: Harbor Springs – Concept Plan
Date: October 30, 2025
Type of Item: Concept Plan Review

SARATOGA SPRINGS

Description:

A. Topic: The applicant has submitted a concept plan application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Chris Haertel or Jen Hall – GH Enterprise LLC*
Request:	*Concept Plan*
Location:	*Southeast of the Saratoga Rd / Pony Express Pkwy intersection*
Acreage:	*23.375 acres – 188 Units*

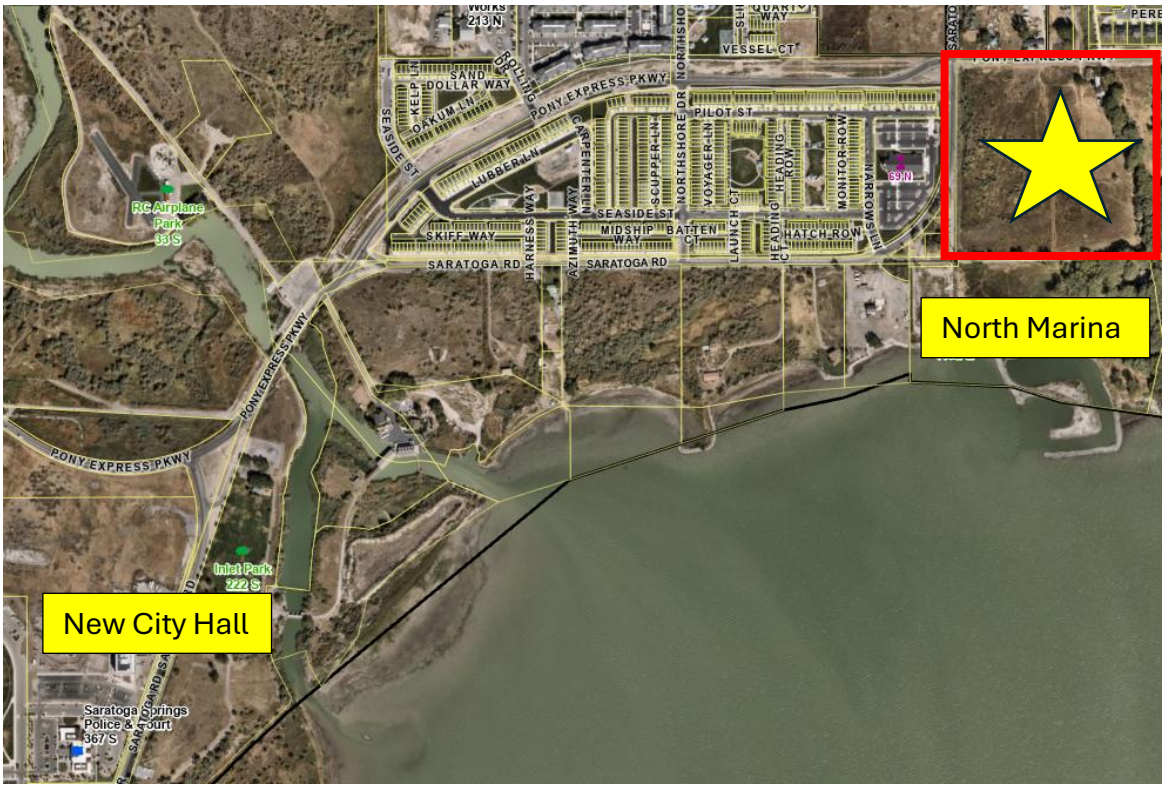
C. Recommendation: Staff recommends the applicant address and incorporate the following items into the development of their project and construction drawings.

1. The City has insufficient information at this time to determine what project and system improvements will be necessary to service the developer's property. As a result, this review does not reserve utility system capacity. Prior to, concurrent with, or subsequent to Final Plat Approval, the developer will be required to install all required infrastructure to service the property while mitigating negative impacts to the existing system. In addition to all required project improvements, the developer may also be required to install any and all system improvements, subject to required impact fee credits.
2. These are concept-level plans which are not ready for construction. The applicant understands that full engineering review will need to occur on final-level engineering plans to comply with City Standards. The applicant also understands that concept plans do not entitle the applicant to any approvals, including lot yields, and that approvals are not granted until final-level engineering plans are accepted by the City for construction.
3. The developer is required to adhere to the horizontal and vertical sewer separations standards established by the State of Utah.
4. This development shall be required to connect to the existing sanitary sewer at the intersection of Clark Drive and Pony Express Parkway upstream of the existing meter prior to discharge into the TSSD trunkline in Pony Express Parkway.
5. Developer shall be required to install and improve the trail improvements along Pony Express Parkway, Saratoga Road, and the Dry Creek. The Dry Creek Trail through the development shall be designed to be pedestrian friendly by minimizing road crossings, implementing traffic calming measures where unavoidable, placing

clear signage and wayfinding markers along the trail to help pedestrians navigate the route, incorporating landscaping elements to provide shade and aesthetic appeal while ensuring that vegetation does not obstruct visibility or impede pedestrian movement, and installing adequate lighting along the trail to ensure visibility during the evening and night.

6. Developer shall also be responsible for all frontage improvements along Saratoga Road.
7. Developer shall be responsible for the installation of park strip landscaping, trail, and arterial streetlights along Pony Express Parkway.
8. Developer shall provide a traffic impact study which includes discussion on whether a deceleration lane is required on Pony Express Parkway.
9. Developer shall bury all overhead power distribution lines and underbuilt in the boundary of the project. If the powerlines are attached to a pole that does not also support transmission lines, the pole shall be removed after the lines have been buried.
10. Developer shall follow the City's process for floodplain development, to include removing the project area from the floodplain through the Conditional Letter of Map Revision (CLOMR) / Letter of Map Revision (LOMR) process with FEMA prior to recording plats.
11. Developer shall apply for permits with FFSL for any new storm drainage outfalls to the Utah Lake and provide any required treatment for the stormwater prior to discharge to the Lake.
12. Dry Creek is to remain as an open channel through the property, the Developer shall include upstream flows as well as project development flows when compiling the storm drain report and ensure all freeboard requirements are met with the design.

LOCATION



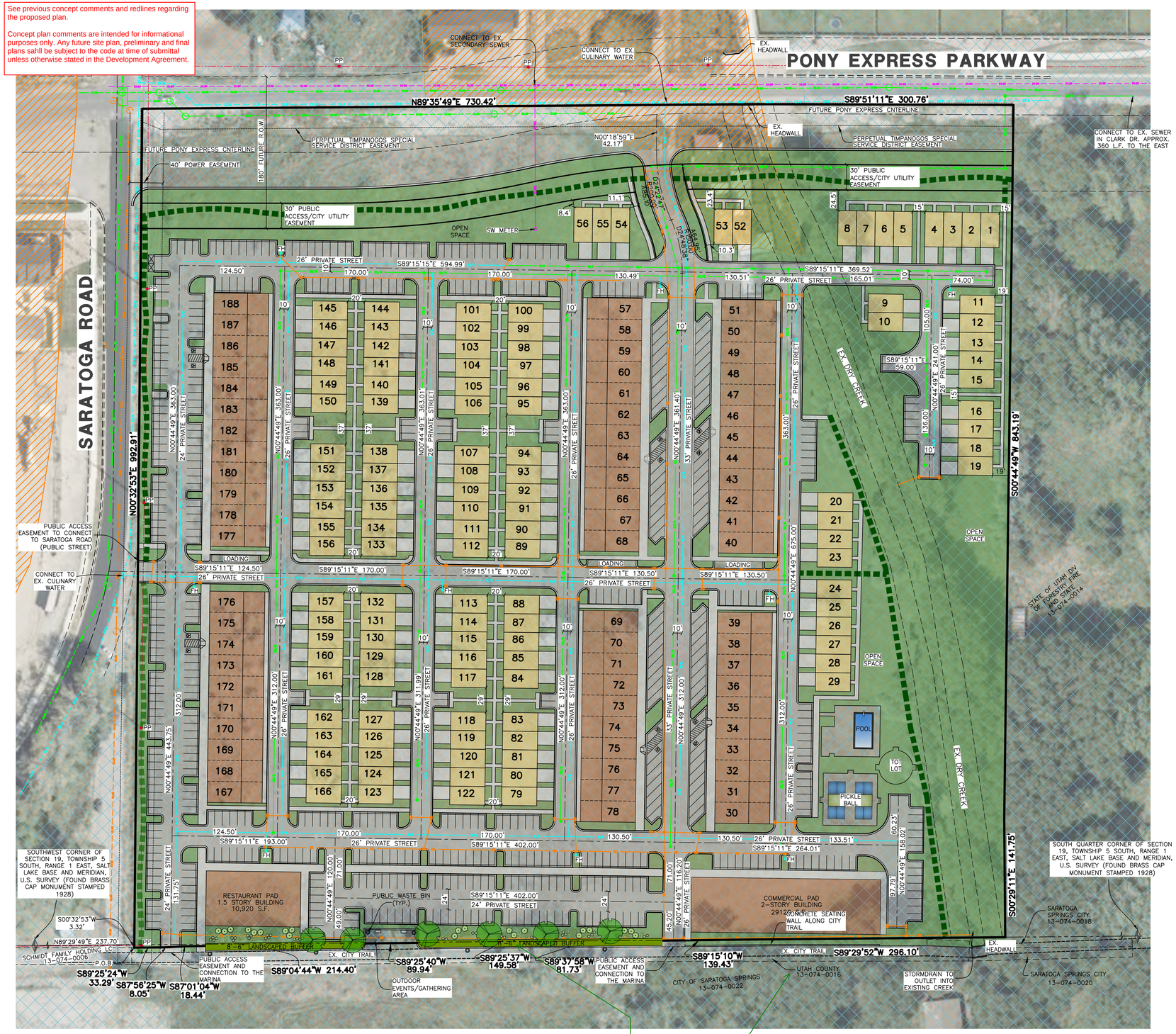
ZONE (FROM A TO MW)



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See previous concept comments and redlines regarding the proposed plan.

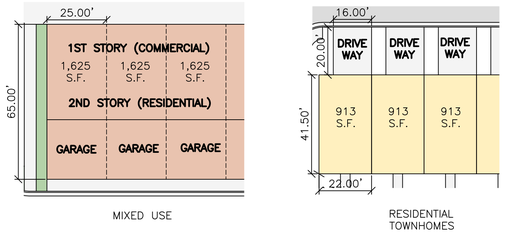
Concept plan comments are intended for informational purposes only. Any future site plan, preliminary and final plans sahll be subject to the code at time of submittal unless otherwise stated in the Development Agreement.





VICINITY MAP

NOT TO SCALE



MIXED USE — RESIDENTIAL TOWNHOMES

UNIT DETAILS

SCALE: 1"=30'

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 237.70 FEET NORTH 89°29'49" EAST AND 3.32 FEET SOUTH 00°32'53" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 19 (SAID SOUTHWEST CORNER IS 2652.56 FEET SOUTH 89°29'49" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 19); THENCE NORTH 00°32'53" EAST 992.91 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 145 NORTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°35'49" EAST 730.42 FEET; (2) SOUTH 89°51'11" EAST 300.76 FEET; THENCE SOUTH 00°44'49" WEST 843.19 FEET; THENCE SOUTH 00°29'11" EAST 141.75 FEET; THENCE SOUTH 89°29'52" WEST 296.10 FEET; THENCE SOUTH 89°15'10" WEST 139.43 FEET; THENCE SOUTH 89°37'58" WEST 81.73 FEET; THENCE SOUTH 89°25'37" WEST 149.58 FEET; THENCE SOUTH 89°25'40" WEST 89.94 FEET; THENCE SOUTH 89°04'44" WEST 214.40 FEET; THENCE SOUTH 87°01'04" WEST 18.44 FEET; THENCE SOUTH 87°56'25" WEST 8.05 FEET; THENCE SOUTH 89°25'24" WEST 33.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,018,223 SQUARE FEET OR 23.375 ACRES.

LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = PROPOSED TRAIL
- = ADJOINING PROPERTY
- = CENTERLINE
- = SECTION TIE LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- SS = PROPOSED SANITARY SEWER LINE
- SW = PROPOSED SECONDARY WATER LINE
- EX.SW = EXISTING SECONDARY WATER LINE
- W = PROPOSED CULINARY WATER LINE
- EX.W = EXISTING CULINARY WATER LINE
- SD = PROPOSED STORM DRAIN
- EX.SD = EXISTING STORM DRAIN
- = OVERHEAD POWER LINE
- PP = EXISTING POWER POLE
- FH = PROPOSED FIRE HYDRANT
- = PROPOSED CATCH BASIN
- = PROPOSED FIRE HYDRANT
- = MIX USED UNITS
- = RESIDENTIAL TOWNHOMES
- = OPEN SPACE

FEMA FLOOD LEGEND

PER FEMA FLOOD PANEL MAP 419049C0285F, EFFECTIVE 6/19/2020

- = ZONE A
- = ZONE X

NOTE

1. STORM WATER TO BE COLLECTED, TREATED AND OUTFLOW TO THE EXISTING DRY CREEK WITHOUT DETENTION.

All comments from this concept and previous concepts are intended to help when developing the Site Plan, Preliminary Plat and Final Plat drawings please reference previous concepts for notes that may assist with your design.

Coordinate with Utah County when the improvements will be on County property provide the City with evidence of acceptance for proposed improvements from the County.

Scale: 1" = 60'

Harbor Springs

Saratoga Springs City, Utah County, Utah

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 S. 1500 W., RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
6-17-25	ER City Comments
8-20-25	Comments Landscape

Harbor Springs
PART OF THE SW 1/4 OF SECTION 19, THE NW 1/4 OF SECTION 30 AND THE SW 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Concept Plan

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Planner: C. CAVE
Designer: E. ROCHE
Date: 08-19-25
Name: HARBOR SPRINGS
Number: 7030-04

Sheet 1 of 2 Sheets

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DENSITY/PARKING TABLE

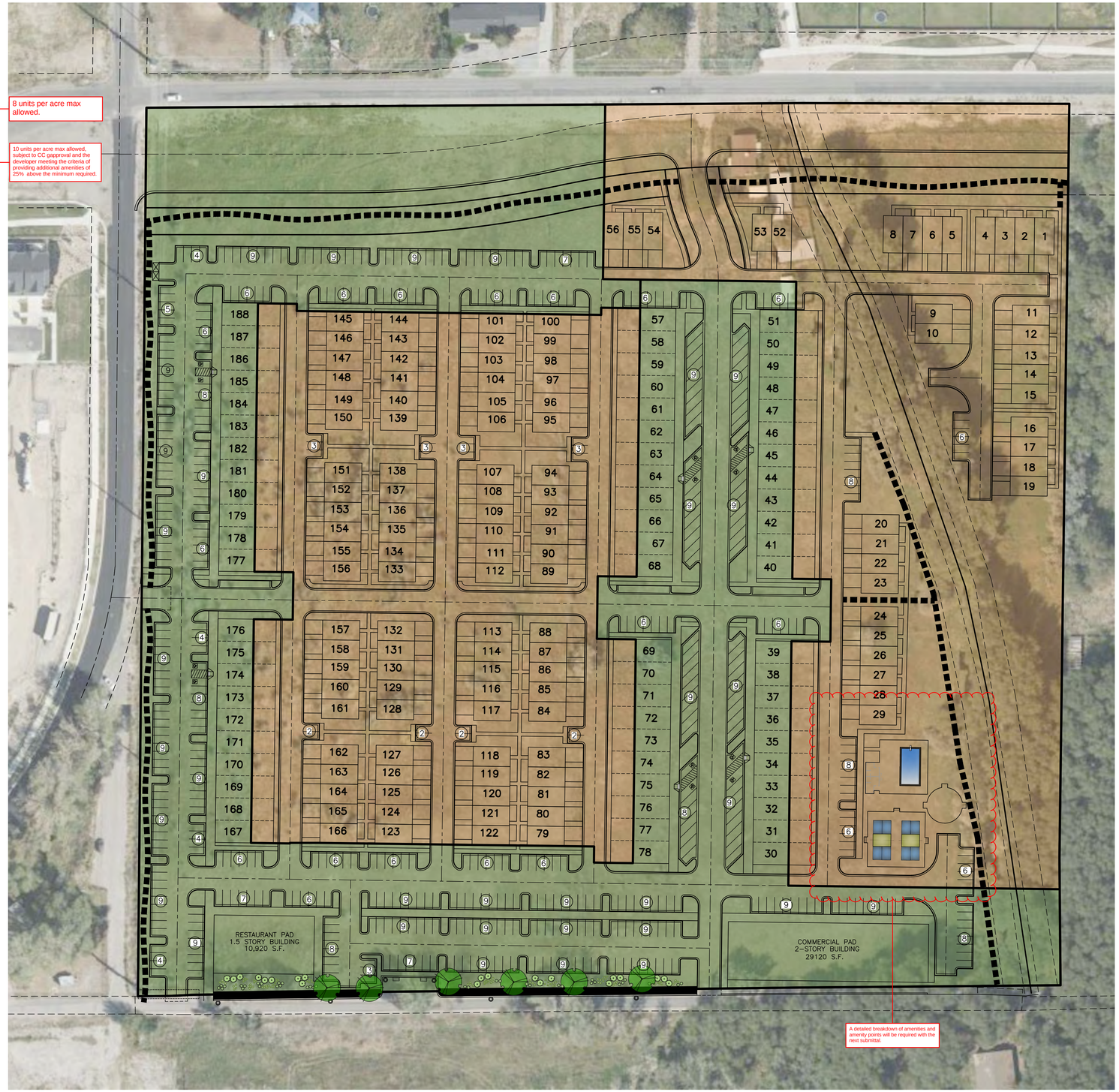
GENERAL INFORMATION	AC.	UNITS	%TOTAL	#	NOTES
TOTAL PROJECT AREA	23.38				
SENSITIVE LANDS	0.44				
DEVELOPABLE AREA	22.94			8.2	UNITS PER ACRE
COMMERCIAL AREA					
COMMERCIAL AREA	10.65		46.4%		
RESIDENTIAL DENSITY					
RESIDENTIAL AREA	11.36	122 UNITS		11	UNITS PER ACRE
RESIDENTIAL MIXED USE	0.92	66 UNITS			
TOTAL RESIDENTIAL AREA	12.28				
TOTAL RESIDENTIAL DENSITY		188 UNITS			
RESIDENTIAL UNIT COUNT					
TOWNHOUSE UNITS	122				
RESIDENTIAL MIXED USE	66				
TOTAL RESIDENTIAL UNITS	188 UNITS				
MIXED USE PARKING INFORMATION					
TOTAL MIXED USE RESIDENTIAL UNITS				66	
MIXED USE RESIDENTIAL REQUIRED (2.25*66 UNITS)				149	
MIXED USE RESIDENTIAL PROVIDED				172	
MIXED USE RESIDENTIAL PROVIDED (2-CAR GARAGE)				152	
MIXED USE RESIDENTIAL PROVIDED (GUEST STALLS)				20	
TOWNHOUSE RESIDENTIAL PARKING INFORMATION					
TOTAL TOWNHOUSE RESIDENTIAL UNITS				122	
TOWNHOUSE RESIDENTIAL REQUIRED (2.25*122 UNITS)				275	
TOWNHOUSE RESIDENTIAL PARKING PROVIDED				278	
TOWNHOUSE RESIDENTIAL PROVIDED (2-CAR GARAGE)				244	
TOWNHOUSE RESIDENTIAL PROVIDED (GUEST STALLS)				34	
COMMERCIAL PARKING INFORMATION					
COMMERCIAL PARKING REQUIRED				380	4 STALLS/1000 S.F.
COMMERCIAL PARKING PROVIDED				405	66 UNITS@1000 S.F.=66,000 S.F. COMMERCIAL (SOUTH)=29,120 S.F. 95,120/1000=95,120*4=380
RESTAURANT PARKING INFORMATION					
RESTAURANT PARKING REQUIRED				73	10 STALLS/1000 S.F.
RESTAURANT PARKING PROVIDED				89	RESTAURANT=7,280 S.F. 7,280/1000=7.28*10=73

OPENSPACE TABLE

OPEN SPACE/LANDCAPE INFORMATION	Acres	Sq. Ft.	
TOTAL PROJECT AREA	23.38	1,018,433	
TOTAL OPEN SPACE/LANDSCAPE REQUIRED	5.84	254,390	25% REQUIRED
TOTAL OPEN SPACE/LANDSCAPE PROVIDED	6.58	286,625	28.1% PROVIDED
RESIDENTIAL OPEN SPACE			
TOTAL RESIDENTIAL AREA	12.28	534,917	
OPEN SPACE	4.35	189,486	NOT ACCOUNTING FOR SPACE UNDER BRIDGES
33% OF SENSITIVE LAND AREA	0.36	15,682	
		TOTAL RESIDENTIAL OPEN SPACE: 205,168 SQ.FT. (38.4%)	
COMMERCIAL LANDSCAPE			
TOTAL COMMERCIAL AREA	10.65	463,914	
LANDSCAPE	2.23	97,139	
33% OF SENSITIVE LAND AREA	0.04	1,742	
		TOTAL COMMERCIAL LANDSCAPE: 98,881 SQ.FT. (21.3%)	

8 units per acre max allowed.

10 units per acre max allowed, subject to CC gapproval and the developer meeting the criteria of providing additional amenities of 25% above the minimum required.



LEGEND

= COMMERCIAL (MIXED USE) PROPERTY
10.65 ACRES (46.5%)

= RESIDENTIAL PROPERTY 12.28 ACRES (53.5%)

(XX) = PARKING COUNT

60 0 60 120 180
Scale: 1" = 60'

Harbor Springs

Saratoga Springs City, Utah County, Utah

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REVISIONS

DATE	DESCRIPTION

Harbor Springs
PART OF THE SW 1/4 OF SECTION 19, THE NW 1/4 OF SECTION 30 AND THE SW 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Density Map/Details

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Planner: C. CAVE
Designer: E. ROCHE
Date: 08-19-25
Name: HARBOR SPRINGS
Number: 7030-04

Sheet 2 of 2 Sheets

MINUTES – Planning Commission

Thursday, October 30, 2025
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:00 p.m. by Chair Rachel Sprosty Burns.

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

Present:

Commission Members: Rachel Sprosty Burns, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.

Staff: Sarah Carroll, Planning Director; Kevin Thurman, City Attorney; Austin Roy, Senior Planner; Scott Petrik, Engineer; Dan McRae, Assistant City Engineer; Wendy Wells, Deputy Recorder.

Others: Sara Merrell, Aaron Evans, Ben Duzett, Daryl Hodgson, Larry Myler, Tyler Brown, James Burton, Shauna Burton, Jim Bernardi.

Excused: Charlie Carn.

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

PUBLIC HEARINGS

1. **Stout Development Rezone from Residential Agricultural (RA-5) to Low Density Residential (R1-10), General Plan Amendment (GPA) from Rural Residential to Low Density Residential, and Concept Plan review, located at 1000 West Fairfield Road. Approximately 31 acres. Megan Spencer as applicant.** Senior Planner Austin Roy presented the item. The applicant has prepared two alternative concept plans each showing 74 single family lots, with lots ranging from 10,000 sq. ft. to 17,189 sq. ft. The average lot size is 10,897 sq. ft. All proposed open space is private and developed, with 2.84 acres of open space being required and 3.3 acres being provided. In addition to the 74 lots, there are three parcels with existing homes on them, Parcel A (Sorensen), Parcel B (Evans), and Parcel C (Merrell). Parcel A, at 5.25 acres, is proposed to remain RA-5/Rural Residential since it will still meet the requirements of the RA-5 zone and land use. Parcel B, at 1.19 acres, and Parcel C, at 0.85 acres, are proposed to be rezoned and amended with the rest of the development to the R1-10 zone and Low-Density Residential land use.

Applicants Daryl Hodgson of Lehi and Ben Duzett of Midvale were in attendance to answer questions.

Public Hearing Open by Chair Rachel Sprosty Burns.

A public comment emailed from Kristyn Malone was read by Senior Planner Austin Roy. She didn't think the rezone was consistent with the General Plan, and would not provide any benefit to the City. She felt it could put a greater traffic burden on the surrounding neighborhoods.

Sara Merrell of Saratoga Springs explained why land owners had wanted to maintain the RA-5 zone, but had now changed their position. She said when the annexation of church property took place, they were forced into the City, and had requested that the zoning would allow them to preserve the same rights they had under the county. She mentioned several developments that had come in that now resulted in her property being surrounded on 3 sides by commercial and residential uses, which made farming increasingly difficult. She felt the time had come to recognize that farming in the center of Saratoga Springs was no longer a viable option. She felt the new development could add needed roads to help improve traffic and access for the community. Aaron Evans of Saratoga Springs expressed that it was difficult to maintain the farmland, and safety had become a big concern, both to their family, and to the public who often did not realize the farm was there. He

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felt farming in that location was no longer sustainable. He thought the proposed plan would allow for better roads and sidewalks, and work well with what had already been developed.

Public Hearing Closed by Chair Rachel Sprosty Burns.

Commissioner Hill received clarification regarding:

- Zoning of the property to the north.
- The City doesn't typically "replace" zones, but City Council can do that, since it's a legislative decision.
- The traffic study has not yet been not completed.
- There are 2 entrances planned on the south and east.

Commissioner Miles received clarification that if the rezone was approved, it would come back to the Planning Commission later as a preliminary plat.

Commissioner Sprosty Burns asked about a property east of the rezone that would be remaining RA-5.

Mr. Hodgson responded that he thought the owner would be developing it on their own. He reiterated that lots would be a minimum of 10,000 square feet with many over 15,000 square feet.

Commissioner Hill had visited the area, liked the proposal, and thought it had been good to review it. He felt it would be better to have 3 homes per acre, as proposed, rather than something that may come in later with more density. He also wanted to mention that he still had concerns about water drainage on the west side.

Commissioner Sprosty Burns received clarification regarding left turns out of the development. Those vehicles would need to go to Evans Lane to turn left.

Engineer Scott Petrik further explained there was a collector road planned to the east side that would run from Pony Express up to Evans Lane, and that the Rider's Station project would improve the signals as well.

Commissioners were appreciative of the public input, and felt it had provided valuable insight.

Motion made by Commissioner Mann that the Planning Commission forward a recommendation for approval of the requested Rezone and General Plan Amendment for Stout Development located at approximately 191 N 1000 W, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.
Yes: Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: Rachel Sprosty Burns.
Absent: Charlie Carn.
Motion passed 5 - 1.

Commissioner Sprosty Burns explained her vote was due to road issues in the area she felt needed to be prioritized.

2. **Harbor Springs Rezone from Agricultural (A) to Mixed Waterfront (MW), located at 1331 East Pony Express Parkway. Approximately 23.36 acres. Jen Hall as applicant.** Senior Planner Austin Roy presented the item. The concept plan has 188 residential units: 122 townhomes; 66 mixed use (commercial on first floor, residential on second floor). Maximum allowed density in the MW zone is 8 units per acre, and at the discretion of the City Council an additional 2 units per acre can be granted. The current concept shows total density for the project at 8.2 units per acre, and 11 units per acre on the residential portion, which exceeds the limits the Council is allowed to approve under 19.04.12. The applicant intends to seek the 10 units per acre allowed maximum that can be granted by the City Council. To qualify for the 2 extra units per acre the applicant is proposing to provide additional amenities, on top of the minimum required, of 25 percent. All proposed open space is private and intended to be developed, except for Dry Creek, which will remain native, with 5.84 acres of open space being required and 6.58 acres being provided. Applicant will work with Utah County for appropriate trail permissions to develop the trail to the south. The Dry Creek trail is proposed as a

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City trail. The concept plan also shows two possible connection points into the North Marina for vehicular and pedestrian access.

Senior Planner Austin Roy advised there were errors in the table on the concept plan; he clarified that 10 units per acre was what had been proposed.

Applicant Jen Hall of Eagle Mountain was in attendance to answer questions. She noted they were aware of the error on the table, and had not yet received a correction from the engineer. She said they would only ask for what was allowed in the code.

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

Commissioners Mangum and Hill both liked the plan. They thought it would be a good fit for the area, bring in needed services, and help alleviate some of the traffic on Redwood Road.

Commissioner Miles received clarification regarding MAG funding to expand some of the roads in the area over the next several years; there could possibly be some wetland issues with the south side of Pony Express Parkway that could slow things down.

Commissioner Sprosty Burns asked about native vegetation and open space, and how to incorporate it.

Ms. Hall noted there were trees lining the river bank, with a walkable trail that would span the length of the dry creek, and they would incorporate what they could to make it look beautiful.

Commissioner Sprosty Burns received clarification the developer would maintain the trail, and it would need to be improved to a standard where it restored the native landscaping, and not be left with weeds.

Engineer Scott Petrik explained that some of the area might be within a wetland area, which could impact some of the landscaping; it may need to be raised through the FEMA Letters of Map Revision (LOMR), and Conditional Letter of Map Revision (CLOMR) process in order to start development.

Commissioner Mann thought the development would be desirable for homeowners, and liked the resort feel of it. She asked if there were more amenities, and if they intended to have more than one builder. She also received clarification regarding the setbacks for the project.

Ms. Hall responded to Commissioner Mann's question that this was just a concept plan, and they would have a full list of amenities at a later time. She hoped to have just one builder.

Commissioners received further clarification from Staff that the developer had three options they could choose from in the code in order to qualify for 2 additional units per acre, and they had chosen to add more amenities to qualify for the additional units per acre they wanted.

Commissioner Miles wondered about the trail from the Northshore community, and if it would be rerouted.

Planning Director Sarah Carroll advised the trail was planned to run between this property and the city marina and would have buildings and seating areas along the trail.

Commissioner Sprosty Burns received clarification the city had not done retail with residential above it before, but there were more requests and proposals coming in for that type of product.

Motion made by Commissioner Mann that the Planning Commission forward a recommendation for approval of the requested Rezone for Harbor Spring Development located at 1331 E. Pony Express Parkway, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Hill.

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Yes: Rachel Sprosty Burns, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: None.
Absent: Charlie Carn.
Motion passed 6 - 0.

3. **Hidden Landing Phase 2 Rezone from Rural Residential (RR) to Low Density Residential (R1-10), and General Plan Amendment (GPA) from Rural Residential to Low Density Residential, located approximately at Sagehill Drive and Summit View Drive. Approximately 28.6 acres. Julie Smith as applicant.** Senior Planner Austin Roy presented the item. Applicant is seeking to rezone the property from the RR zone to the R1-10 zone and amend the General Plan Land Use Map designation from Rural Residential to Low Density Residential. The property consists of approximately 28.6 acres and is located south and east of Sagehill Drive and Summit View Drive. The applicant has prepared a concept plan showing 66 single family lots. All proposed open space is private and developed.

Applicants Julie Smith of Orem and Larry Myler of South Jordan were both in attendance to answer questions. Julie shared they had been working on the project for about three years, and had been delayed due to the need to pipe the Jacob Welby canal, and were hopeful they could do that this coming winter. She noted there were three landowners who were all present, and explained the changes on the concept map.

Public Hearing Open by Chair Rachel Sprosty Burns.

James Burton of Saratoga Springs explained he had purchased a 5-acre lot before his property had been annexed into the City. He felt the property was stuck in the middle of the development, but realized there was a need for a master plan. He was hopeful of maintaining his property as is for a few more years since he has horses and heavy equipment there.

Ms. Smith noted the 2 heavy green lines on the map represented the fencing they planned to install around Mr. Burton's property.

Mr. Myler further explained there was a plan for a road to be put in on the Burton property for the future purpose of having some stubs there for lots at a later time.

Jim Bernardi of Saratoga Springs had purchased a lot at the same time as James Burton and envisioned retiring in a nice quiet rural area. He said that trying to get utilities to the area was challenging, and this proposal could help with the improvements.

Shawna Burton of Saratoga Springs shared they had bought their property about 30 years ago to enjoy the rural area for their horses. She thought the developer's plan was to install a vinyl fence around their property, but was worried it would not be durable enough for the horses. She was also concerned about heavy traffic, and reported they had called police for speeding, and concerns with a road that many people often did not realize was a one lane road.

Public Hearing Closed by Chair Commissioner Sprosty Burns.

Commissioner Hill received clarification that there would be trails incorporated in the development, connecting to the Sunrise bike park to the east, as well as connections to the south and west.

Commissioner Mangum asked if Mr. Burton thought improving Sagehill Drive might be a good solution to some of the problems, and if he thought the fence that was planned would be sufficient.

Mr. Burton felt the road was not the developer's responsibility. He recounted the many issues with Sagehill Drive including: a sharp left turn; a steep drop off; and overgrown weeds that were all concerning to him. He acknowledged that he thought the road needed attention, but was not sure who should fund that.

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Commissioner Sprosty Burns received clarification that Sagehill Drive had once been up to standards as a county road when it was originally built. The road is now in poor shape, and is no longer up to current City standards; it would be brought up to City standards when the project went in.

Mr. Myler suggested that a fence or reflectors could be helpful for improving Sagehill Drive.

Assistant City Engineer Dan McRae explained that curves need to meet City standards, and there would need to be a traffic study, and have the traffic engineer address it.

City Attorney Kevin Thurman advised that weeds were the property owner's responsibility and code enforcement officers could help manage that.

Mr. Burton shared that he had been told by City public works staff not to touch anything between the road and his property when an issue came up 5 years ago, so the weeds had not been dealt with. He did not feel a vinyl fence was sufficient and understood that it could be determined later with the developer.

Commissioner Sprosty Burns commented that she wanted it on the record that the agreement between the developer and adjacent property owner was for a 6-foot-high masonry fence.

Commissioner Mann received clarification regarding open space and open space credits. She was against the credit from phase 1 due to the language in code. She noted there was not a lot of open space left in the City, and felt with a possible zone change, the open space requirements should be followed.

Ms. Smith and Mr. Myler said the development was always planned as one project with the open space planned for the whole project, but they would not go against the code.

Senior Planner Austin Roy advised the map in the presentation had been flipped, and the open space referred to earlier was actually located in the southeast corner. He also shared that it was not unprecedented for developments to transfer open spaces between phases.

Commissioner Sprosty Burns received clarification regarding future road plans where the "S" curve west of the fire station would be straightened out.

Assistant City Engineer Dan McRae explained that traffic studies look at volumes of traffic and how they affect neighboring subdivisions, and should also address safety. He noted that a traffic study could be a good tool for the developer to assess if other measures need to be taken. He related that the City had been dealing with the drop off by greatly reducing speed.

Mr. Myler made note of a few things they would be changing regarding roads in the development, and said they would reach out to their engineers to address the drop off to keep people safe.

Motion made by Commissioner Mangum that the Planning Commission forward a recommendation for approval of the requested Hidden Landing Phase 2 Rezone and General Plan Amendment, located south and east of Summit View Drive and Sagehill Drive, with the Findings and Conditions in the Staff Report and the additional conditions that City code enforcement look at large overgrown weeds, and the owner and developer have agreed to a 6-foot masonry fence. Seconded by Commissioner Mann.
Yes: Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: Rachel Sprosty Burns.
Absent: Charlie Carn.
Motion passed 5 - 1.

Commissioner Sprosty Burns felt she could not vote to rezone to higher density.

4. **Revisions to the City's Standard Technical Specifications and Drawings. The proposed changes will revise intersection grading standards of local roadways and remove utility company signatures.**

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Assistant City Engineer Dan McRae presented the item. The Engineering Department proposes to revise the intersection grading standards of local roadways and remove utility company signatures on the Standard Plat in the City's Standard Technical Specifications and Drawings. Much of the remaining land to be developed in the west part of the City will be on the foothills of Lake Mountain. As a result of the steeper natural grades in hillside development area, a slightly steeper intersection grade and slightly steeper vertical curve on local roads will be allowed if speed limit is reduced to 20 mph. This will reduce the amount of cut and fill grading needed to develop local roadway intersections in the hillside development area while not exceeding published industry standards. Also, state law does not require utility company signatures to be on the Plat and the City believes the Plat recordation process will be more efficient if the utility signature blocks are removed from the Plat.

Commissioner Sprosty Burns wanted to know if there was another traffic calming measure that might be beneficial to add to the code to ensure the grade wasn't like a ski jump.

Assistant City Engineer Dan McRae clarified that the slightly steeper intersection grade of 6% would only be on local roads, not any collectors or minor arterials. He explained that it was six inches over 50 feet, but wouldn't be so steep that it would be like a ski jump.

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

Motion made by Commissioner Hill to forward a positive recommendation to the City Council regarding adoption of the proposed revisions to the City's Standard Technical Specifications and Drawings. Seconded by Commissioner Mangum.
Yes: Rachel Sprosty Burns, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: None.
Absent: Charlie Carn.
Motion passed 6 - 0.

BUSINESS ITEMS

1. **Approval of Minutes: October 9, 2025.**

Motion made by Commissioner Willden to approve the minutes of October 9, 2025. Seconded by Commissioner Miles.
Yes: Rachel Sprosty Burns, Charlie Carn, Scott A. Hill, Jack K. Mangum, Virginia Rae Mann, Colton Miles, Doug Willden.
No: None.
Absent: Charlie Carn.
Motion passed 6 - 0.

REPORTS

1. **Commission Comments.** No comments given.
2. **Director's Report.** – Planning Director Sarah Carroll advised of upcoming agenda items and recent City Council actions. She invited Commissioners to a joint work session with City Council on November 18th.

CLOSED SESSION

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

ADJOURNMENT

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

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

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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 _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," Poky LLC, an Idaho limited liability company, hereinafter referred to as "Poky," and GH Enterprises LLC, a Utah corporation/limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or has the right to purchase 23.38 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 Property is currently zoned Agricultural. Developer wishes to develop the project known as Harbor Springs, which will consist of a density of 8 units per acre for the total development and 10 units per acre on the residential portion of the development. The density of 10 units per acre on the residential portion of the project is subject to the Developer providing additional and significant amenities to exceed the required number of points in Chapter 19.19 by at least 25 percent. Currently, the proposed Project does not meet the Agricultural zone requirements and therefore would not be allowed in the Agricultural zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the Mixed Waterfront zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project 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 Property; 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 Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

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

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

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

WHEREAS, on _____, 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 Developer's Zoning Request, this Agreement, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

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

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

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, City's General Plan, and Title 19 of the City code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and 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 A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change, Permitted Uses, and City Regulations. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the Mixed Waterfront zone in effect when a complete preliminary or site plan application is filed, except that permitted and prohibited uses shall be determined based on the provisions of the Mixed Waterfront zone in effect as of the Effective Date. An application is determined to be complete in accordance with Utah Code § 10-9a-509.

   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), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general

applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

5. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Capacity shall only be reserved once a Final Plat is recorded, accepted construction drawings are stamped, and all improvements necessary to resolve any existing system capacity issues are guaranteed to be installed by Developer through an improvement completion assurance or bond. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City Regulations with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

    a. **Water Rights and Sources**. Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.

    b. **Water Facilities for Development**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law.

    c. **Sewer, Storm Drainage, and Roads**. At the time of plat recordation or site plan

approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.

The parties mutually agree that the City will purchase, for a total purchase price of $1,319,400.00, a portion of parcel 13:028:0003 from the Developer, located along Pony Express Parkway, as legally described and depicted in Exhibit H, free and clear of all liens and encumbrances except those approved by the City. Poky shall provide the Developer and City with all necessary releases for the Property to allow the right-of-way sale to be completed, within thirty days of the execution of this Agreement, The Developer agrees to close on the sale of the right-of-way property within thirty days following the execution of this Agreement. The Developer represents and warrants that it has full right, title, and authority to convey the Property and that the Property will be transferred free of undisclosed claims or encumbrances. In the event either party fails to perform its obligations under this section, the non-defaulting party may terminate this Agreement upon written notice and pursue all remedies available at law or in equity.
Developer gives the city of Saratoga Springs permission to remove the structures that are in the ROW

The City shall complete the widening of Pony Express Parkway along the project frontage up to and including the curb and gutter and the Developer shall be responsible for installing all other improvements behind the curb including, but not limited to, the park strip and trail landscaping , trail paving, and arterial street lighting along Pony Express Parkway in accordance with City Standards. All landscaping along the project frontage shall be maintained by the HOA.

The Developer shall be responsible for installing all frontage improvements along Saratoga Road including, but not limited to, any road widening needed to meet the standard cross section, the installation of curb and gutter, park strip landscaping, street lighting, drainage, and sidewalks, as well as the dedication of the required right-of-way in accordance with the City's transportation master plan and engineering standards and specifications.

Other than the monetary compensation noted above for the Pony Express Parkway ROW acquisition, no other compensation or reimbursement shall be provided for any roadway improvements installed by the developer

The developer shall be responsible for connecting the on-site sanitary sewer sysem to the City's existing master meter at the intersection of Pony Express

Parkway and Clark Drive. This off-site connection is a project improvement and shall be completed at the sole cost of the Developer. The developer shall be responsible for coordinating with Timpanogos Special Service District to resolve any conflicts that may occur between proposed utilities and the existing sanitary sewer trunk line structures that exist in the Pony Express Parkway right-of-way.

The developer shall preserve and improve Dry Creek as an open channel through the property capable of conveying 421 cfs in accordance with City codes, standards and setbacks relative to drainage channels including capacity and erosion mitigation. The developer and HOA shall accept all public water conveyed through the Dry Creek channel. Maintenance of Dry Creek contained within the property shall be the sole responsibility of the HOA.

d. **Trail Improvements**. As an express condition of this Agreement and the Zoning Request, Developer shall be required to install and improve the trail improvements along Pony Express Parkway and the Dry Creek Corridor and as more fully specified in the "City's Parks, Recreation, Trails, and Open Space Master Plan. This shall be in addition to and not in lieu of all required landscaping/open space improvements according to City Regulations. ..Developer may receive credits towards the City's landscaping/open space requirements for the installation of the trail improvements per City regulations, or alternatively Developer may choose to receive Parks, Trails, and Open Space impact fee credits, if applicable. Developer shall not receive both landscaping/open space credit under Title 19 of the City Code and impact fee credits. Developer shall also be responsible for installing landscaping and maintaining any unimproved areas between Developer's property and the pavement surface of Pony Express Parkway and Saratoga Road.

   Developer shall maintain the landscaping portion of trail improvements in perpetuity including repairing and replacing the vegetation, repairing and replacing all necessary irrigation infrastructure and improvements, replacing rock and mulch landscaping, and providing snow removal to ensure that the public is able to safely use and access the trail at all times. City shall be responsible for the perpetual repair and replacement of the trail surface. Developer shall ensure that an owners association maintains the trail landscaping in perpetuity once Developer no longer has a majority ownership interest in the Property.

e. **Power Lines**. As an express condition of this Agreement and the Zoning Request, Developer shall be required to bury all power lines at Developer's own expense that are located on the Property, which shall include distribution and telecommunication lines in the immediately adjacent parcel, and/or along Saratoga Road as more fully shown on Exhibit F. This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance

with City Regulations. Furthermore, as an express condition of this Agreement and the Zoning Request, Developer shall be required to apply for and receive a permit from Rocky Mountain Power and comply with all necessary requirements at Developer's sole cost. Developer shall also be required to apply with and obtain approval from any government entity for encroachment onto any public right-of-way at Developer's sole cost.

f. **Dry Creek Culvert within Pony Express Parkway.** The City agrees to extend the existing Dry Creek Culvert through the ROW that it will aquire from developer and , Developer shall not be responsible for improving any portion of the culvert that is located beneath or within the boundaries of the Pony Express Parkway right-of-way. All work, costs, or obligations of the culvert within the Pony Express ROW shall be the sole responsibility of the applicable governmental entity or other party with jurisdiction over the roadway. Portions of Dry Creek outside the Pony Express Parkway Public ROW shall remain the responsibility of the landowner and/or HOA.

g. **Flood Plain.** Developer shall follow the FEMA and the City's process for floodplain development including removing the project area from the floodplain through the Conditional Letter of Map Revision (CLOMR) / Letter of Map Revisions (LOMR) process with FEMA before being allowed to record Plats. Developer understands and agrees that no plats may be recorded until all property within such plat (other than open space) is removed from the Special Flood Hazard Area (SHFA) by FEMA.

h. **Wetlands.** Developer shall follow the Army Corp of Engineers (ACOE) and the City's process for any wetland development that is jurisdictional to the ACOE including completing a wetland delineation by a qualified professional and obtaining ACOE permits where required. Developer understands and agrees that no work may occur in jurisdictional wetlands until the proper permits are obtained from the ACOE and submitted to the City.

6. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements, Developer shall provide all information required by City Regulations, as well as any information which City staff reasonably requests.

7. Standards for Approval. City shall approve the Plans if such Plans meet the requirements

of this Agreement and City Regulations. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations and, if a plat is required, record a Final Plat with the Utah County Recorder and pay all recording fees.

8. Architectural and Design Requirements. As an express condition of granting the Zoning Request, Developer shall comply with the architectural and design requirements ("Design Requirements") attached as Exhibit G. Developer acknowledges that the City's approval of the Zoning Request is fair and adequate consideration and the Project would not otherwise be allowed to build the Project in the current zone without the Zoning Request being granted. Developer therefore voluntary agrees to comply with and be bound by the Design Requirements.

9. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years. However, this Agreement shall terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if Developer fails to proceed with the Project within a period of two years. "Failure to proceed with development" shall be defined as failure to submit a complete Neighborhood Plan and site plan or preliminary plat application meeting all current City regulations and failure to pay the City's application fees for such. Developer shall be entitled to one or more extensions of the two-year commencement period upon written notice to the city and any such extension shall not be unreasonably withheld, conditioned, or delayed. Any force majeure, market delay, governmental delay litigation or financing delay shall automatically toll the commencement period without any further action by developer. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise in writing. This Section 9 and Developer's vested rights are subject at all times to the City's reserved Legislative Powers in Section 4 of this Agreement.

10. Successors and Assigns.

    a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities

executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 10.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

11. 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 11.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 11.a and 11b 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.

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

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

Exhibit D: Concept Plan

Exhibit E: Required Trail Improvements

Exhibit F: Power Lines Required to be Buried

Exhibit G: Design Requirements

Exhibit H: Pony Express Right-Of-Way Purchase exhibit

13. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion

of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations. For purposes of this Agreement, a "minor amendment" shall include only those modifications that do not: (i) increase Developer's financial obligations; (ii) expand Developer's offsite improvement requirements; (iii) reduce or delay Developer's vested rights; (iv) alter approved land uses, densities, or intensities; or (v) materially impact project phasing. Any minor amendment as defined herein may be approved administratively by City staff without further action of the City Council.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four 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:

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

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

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance

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

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 10 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. 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.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is

subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

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

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

Attest:

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

_____

City Recorder

By:_____

Mayor

DEVELOPER, _____, a Utah corporation/limited liability company/partnership.

By: _____

Its:_____

State of Utah

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____, of _____, a Utah corporation/limited liability company/partnership.

_____
Notary Public

POKY, _____, a Idaho corporation/limited liability company/partnership.

By: _____

Its:_____

State of Utah

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____, of _____, a Utah corporation/limited liability company/partnership.

_____
Notary Public

Exhibit "A"

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

Exhibit "B"

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

[ON FILE WITH THE CITY RECORDER]

Exhibit "C"

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]

Exhibit “D”
Concept Plan

Exhibit "E"
Trail Improvements

Saratoga Springs Parks, Recreation, Trails & Open Space Master Plan

Map 9: Existing & Proposed Trails

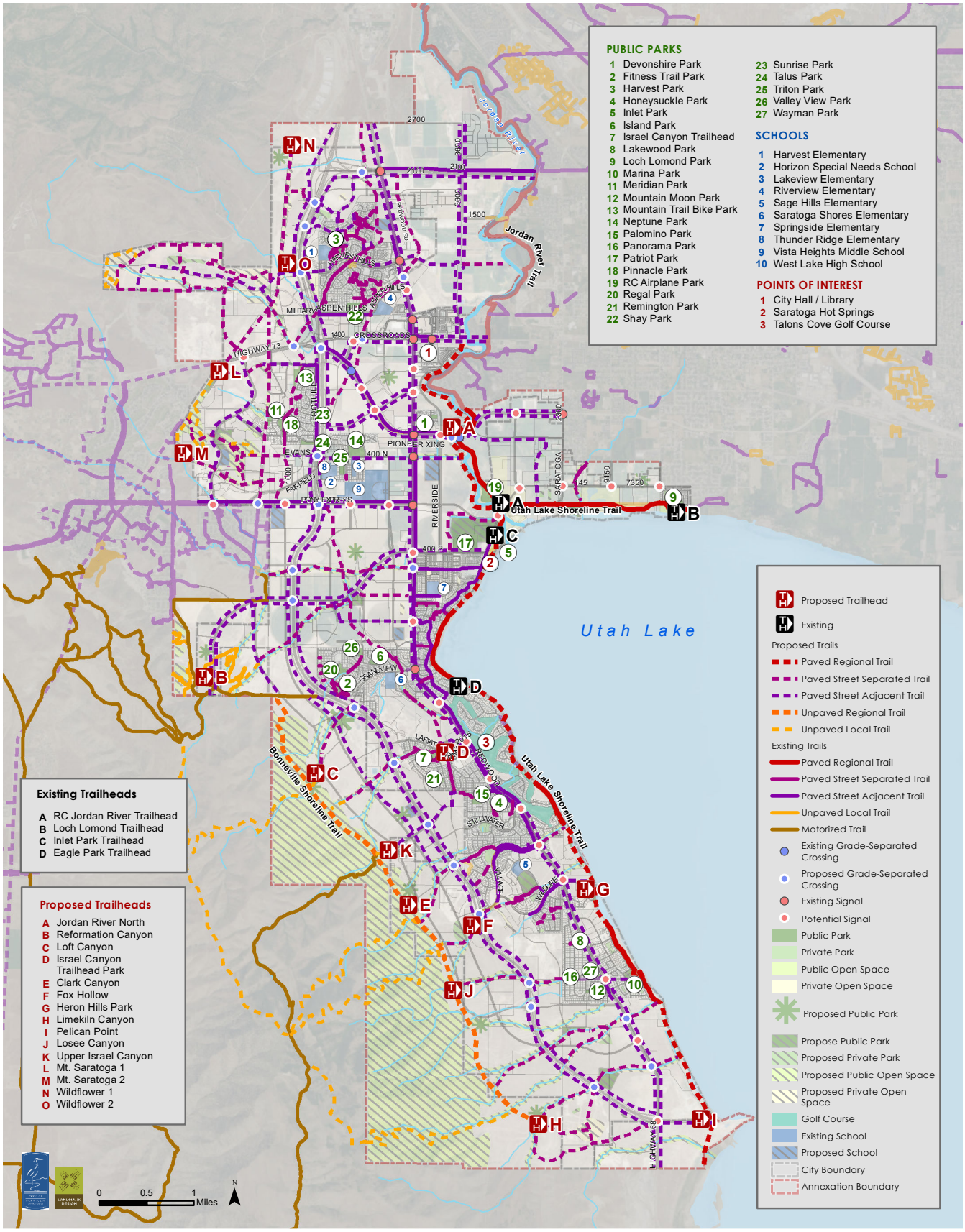


Exhibit "F"
Power Lines Required to be Buried

EXHIBIT F POWER LINES REQUIRED TO BE BURIED

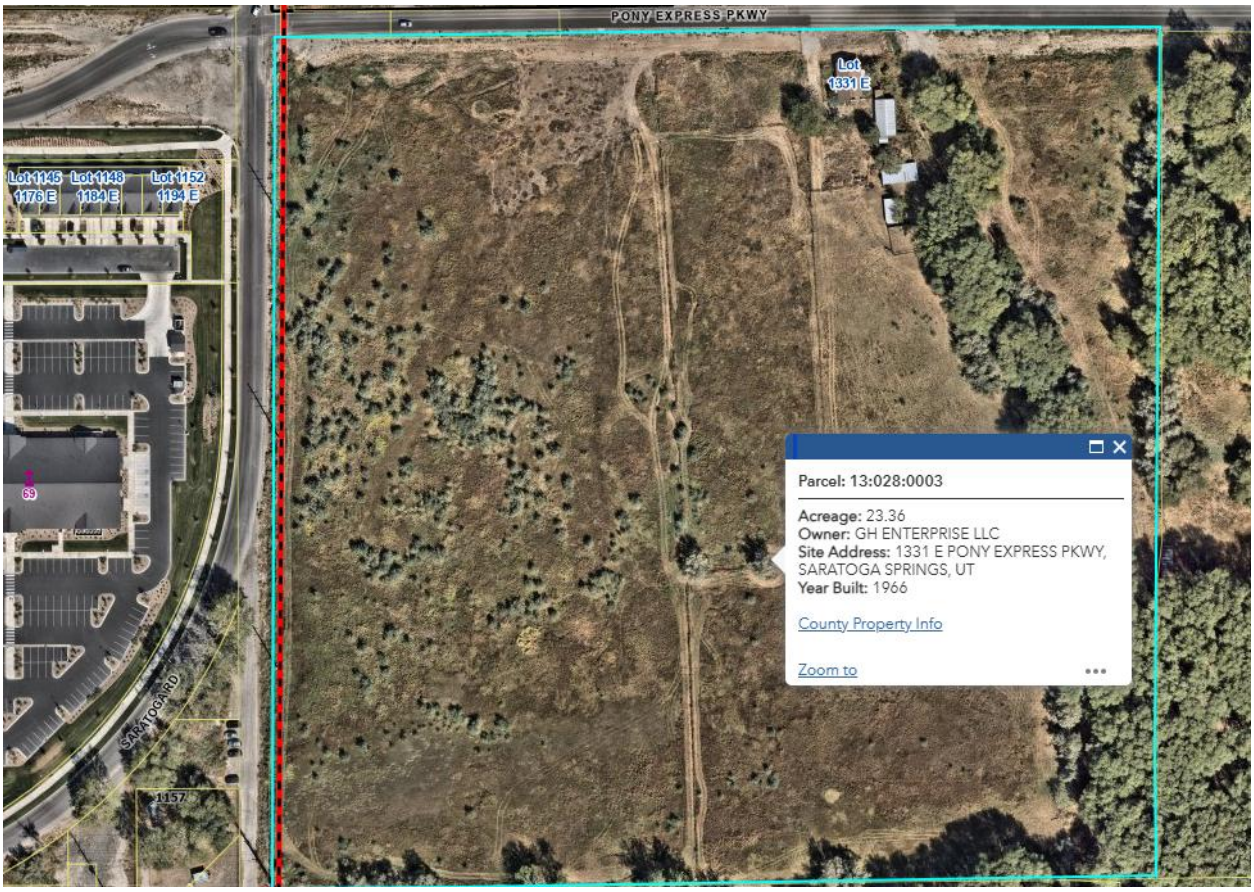


Exhibit "G"
Design Requirements

SARATOGA SPRINGS

MIXED WATERFRONT DESIGN STANDARDS

Mixed Waterfront Vision

Saratoga Springs envisions a vibrant destination in the mixed-waterfront areas. Development in this zone will provide a mix of uses, with commercial development at the ground level and recreation or outdoor-oriented uses at the waterfront. There will also be opportunities to provide diverse housing options within this district.

MIXED WATERFRONT PURPOSE AND INTENT

The purpose of the Mixed Waterfront (MW) Land Use Zone is to allow for a wide range of land uses designed to create destination-oriented developments that take full advantage of the scenic and recreational opportunities that their lakeshore and riverside locations provide. Appropriate mixtures of land uses include retail, residential, and resort properties.

An emphasis on community gathering spaces and recreational opportunities along the waterfront can be found in this document.

The Utah Lake Shoreline Trail, Jordan River Trail, and connections thereto, are required of any development in the Mixed Waterfront Zone. This trail and its connections are critical in providing access to waterfront activity areas.

Developments must provide pedestrian-oriented retail and restaurant uses at the street level within the water-front zone of the property. Ideally, each development would include a mix of residential, commercial, and office uses to create a thriving community.

The vision for the area is to have a vibrant, walkable commercial edge at the ground level, facing the road that parallels the waterfront and accessible open space facing the water's edge.



CONCEPTUAL IMAGE REFLECTING THE STREETSCAPE AND BUILDING CHARACTER ENVISIONED FOR WATERFRONT STREET

To incentivize commerce along the waterfront, allowable residential density will increase based on the amount of retail and restaurant space provided.

Other important characteristics that must be addressed in this land use zone include neighborhood services and facilities, social gathering places, attractive landscaping, convenient public access to public

areas along the lakeshore, appropriately- placed parking, a sense of personal safety, well-maintained housing, and attractive parks.

SITE DESIGN STANDARDS

The proposed development shall:

I. Provide pedestrian-oriented commercial uses such as retail, restaurants, and public use space on the ground floor of all development 200' on either side of the Waterfront Street right-of-way to support a vibrant visitor experience. For zones that do not include a compromise line, this shall be measured from the border line that is closest to the waterfront.

II. Provide a connected street network with visual and pedestrian connections per Title 19.25.

III. Provide roadways that run perpendicular to the waterfront to create viewsheds from the existing roadway network to the waterfront.

IV. Continue the Waterfront Street that parallels the waterfront as noted in diagrams on the following pages and provide street-facing, accessible commercial development at the street edge along this roadway.

V. Development along the existing roadway network shall face the roadway network to ensure visible and welcoming entryways into the waterfront neighborhoods.

VI. Public access to public waterfront amenities (boardwalks, piers, boat/kayak launch, beach, shoreline) is required.

   a. Development(s) shall provide visible and convenient public access to the Utah Lake Shoreline and Jordan River Trails.

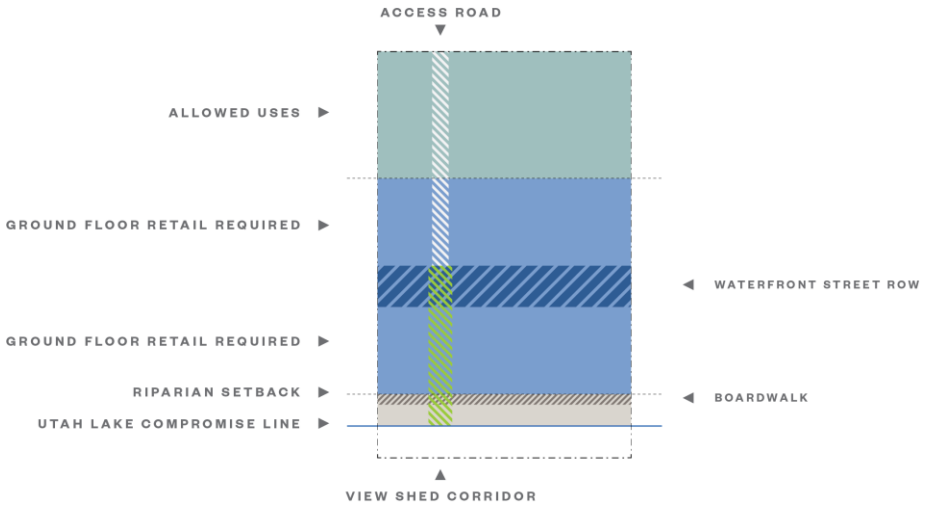
   b. These trail connections and viewshed corridors should occur at the termination of roadways perpendicular to the waterfront to provide convenient access and preserve viewsheds to the waterfront.

   c. These trails connections should occur at the terminus of all roadways running perpendicular to the waterfront.

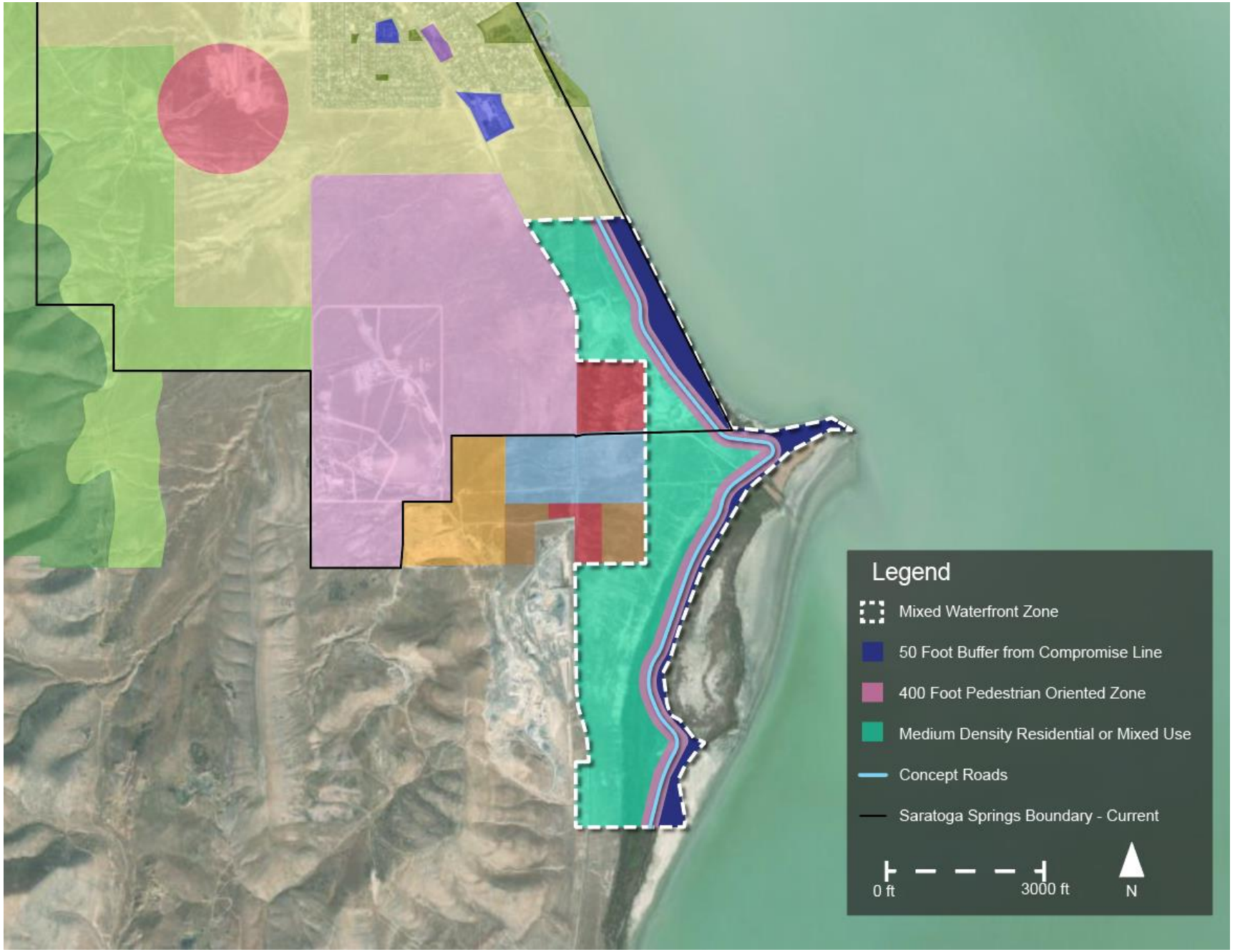
VII. Complementary on-site community gathering spaces shall be provided.

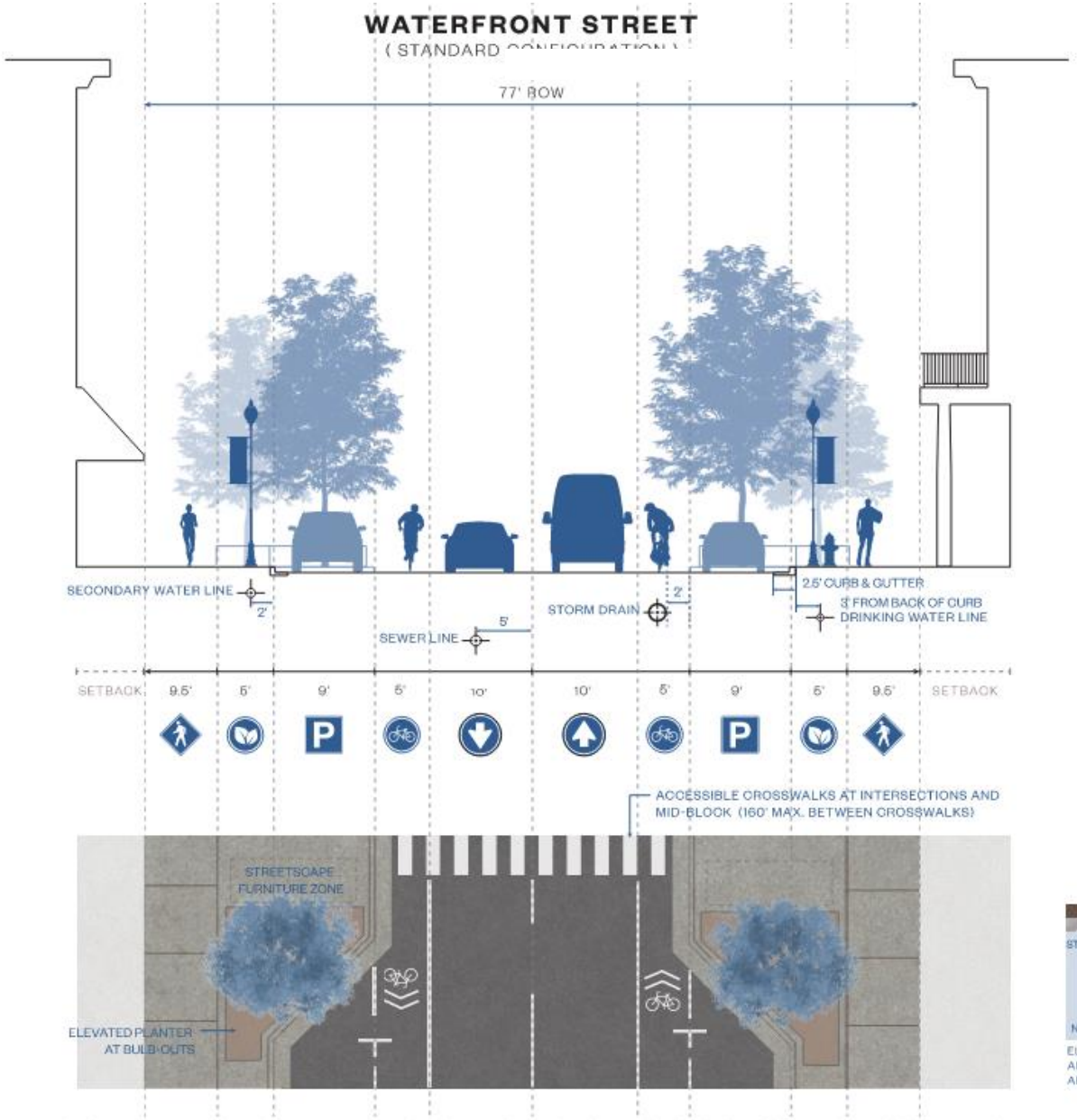
VIII. Open space shall be designed to align with Titles 19.06, 19.19, and 19.25 of the Saratoga Springs Land Development Code.

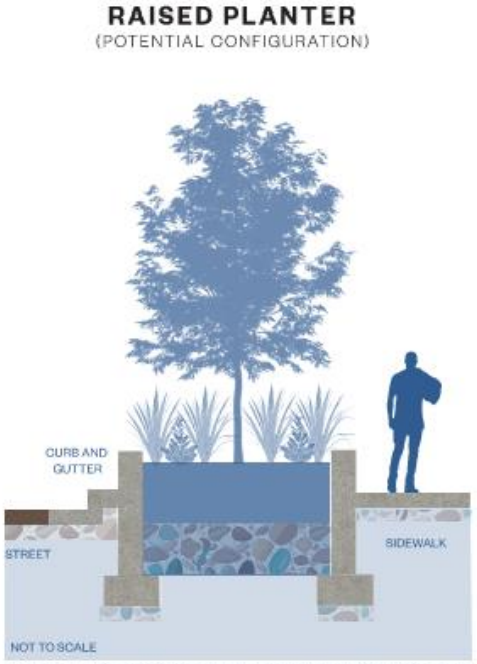
IX. Landscaping shall adhere to the standards herein.




North
Waterfront
Marina
Legend
Mixed Waterfront Zone
50 Foot Buffer from Compromise Line
400 Foot Pedestrian Oriented Zone
Medium Density Residential or Mixed Use
Concept Roads
Saratoga Springs Boundary - Current
0 ft
2000 ft
N


Legend
Mixed Waterfront Zone
50 Foot Buffer from Compromise Line
400 Foot Pedestrian Oriented Zone
Medium Density Residential or Mixed Use
Concept Roads
Saratoga Springs Boundary - Current
0 ft
3000 ft
N





ELEVATED PLANTERS LOCATED AT BULB-OUTS AT INTERSECTION EDGES AND CROSS WALKS TO SLOW VEHICULAR TRAFFIC. PLANTERS TO BE 18" ABOVE THE SIDEWALK TO DOUBLE AS A SEATING LEDGE.

NOTE: A 20' clear Power and Utility Easement to be located on the alley side of the buildings in lieu of the waterfront street side. This easement can be used to support emergency and building services in addition to utilities.

BUILDING DESIGN STANDARDS



CONCEPTUAL IMAGE REFLECTING THE STOREFRONT CHARACTER ENVISIONED FOR WATERFRONT STREET

The design of all buildings shall provide building scale by creating building profiles that include varied architectural details and massing.

Buildings shall be composed of a discernible base, middle, and cap.

Building facades shall be articulated to help pedestrians establish a sense of scale by expressing building structure and highlighting the ground floor. Façade articulation shall segment building walls into bays to reflect the scale of a historic retail façade and use traditional and durable building materials such as brick, stone, glass, and concrete composite siding.

I. BUILDING MASSING

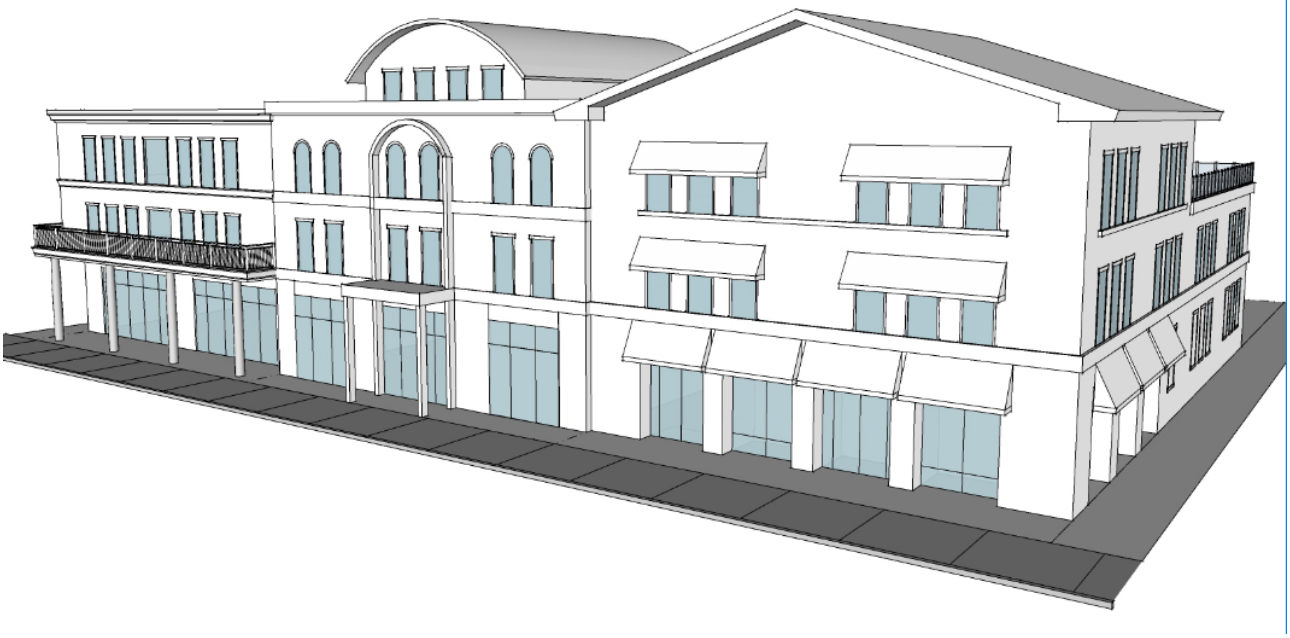
A. New buildings shall be designed with the following architectural features:
   i. Incorporate variation in the massing both horizontally and vertically to provide visual interest. No single façade element should be longer than 30 feet horizontally without articulation.
   ii. Highlight vertical elements by expressing the structural columns, or providing architectural detail that reflects a repetitive bay or façade element at the ground floor.

B. Buildings that exceed 40 feet in length shall employ more than one style or vary the architectural expression to provide variation and visual interest.

C. Buildings shall have four sided architecture, with each side of the building having equal detail and character.

D. All sides of a building visible from a public space shall have parapets to screen rooftops and add additional design elements.

E. Tower elements shall be implemented at the corner or primary entryway of prominent buildings.
   i. Towers should have a distinctive base, middle, and cap.
   ii. Towers should extend at least 4 feet above the adjacent roofline.
   iii. Towers should be positioned to terminate vistas and used to indicate arrival at a key destination.



II. BUILDING BASE

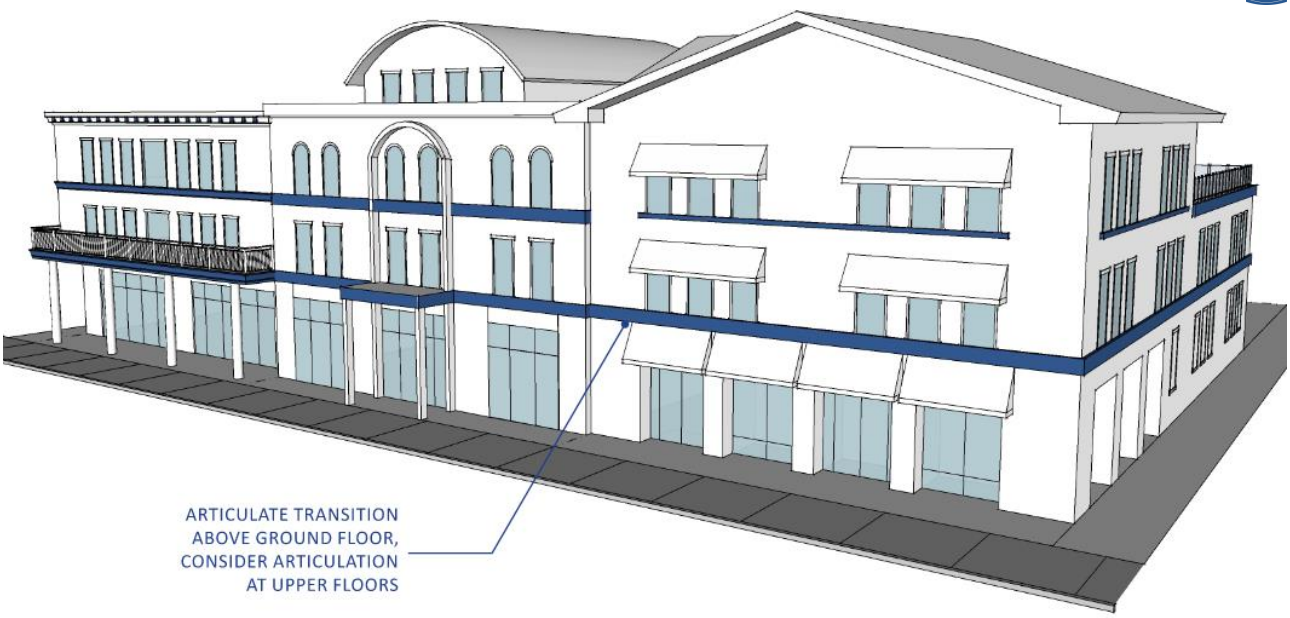
A. The ground floor should be set back from the sidewalk a minimum of 8 feet to provide for outdoor amenity space such as café, seating, and other inviting streetscape elements.
B. Architecturally differentiate the ground floor from the upper stories.
   i. The ground floor shall be taller than the upper floors, with a minimum floor-to-floor height of 16 feet at the street frontage.
   ii. The street-facing ground floor façade shall be a minimum of 35% and a maximum of 60% glass to support the retail uses at this location.



iii. The base of the building shall have a solid feel. This can be accomplished by increasing the mass or scale of the structural support expression at the base, providing archways, or using engaged or expressed columns to support architectural details on upper levels.

C. Durable building materials shall be used at the building base. The building base is exposed to considerable wear and tear, thus, the material used is commonly more durable than upper floors. Use of masonry or textured concrete materials is commonly found at this foundational level.

D. Use the following techniques to transition from the ground floor to the upper floors.
   i. Use belt courses and cornice elements signaling a change between the building base and upper floors.
   ii. Vary building materials or colors between the building base and upper floors.
   iii. Use awnings and canopies to accentuate storefronts.
   iv. Use recessed or covered arcades or colonnades to accommodate and shelter pedestrians.
   v. Create projecting trellis elements to soften ground floor façades.



E. Arcades and Colonnades shall be used to create comfortable and protected entryways.
   i. Define the exterior face of the arcade or colonnade by a series of columns oriented toward the roadway.
   ii. Define the interior of the arcade or colonnade with the storefront façade.



III. BUILDING MIDDLE

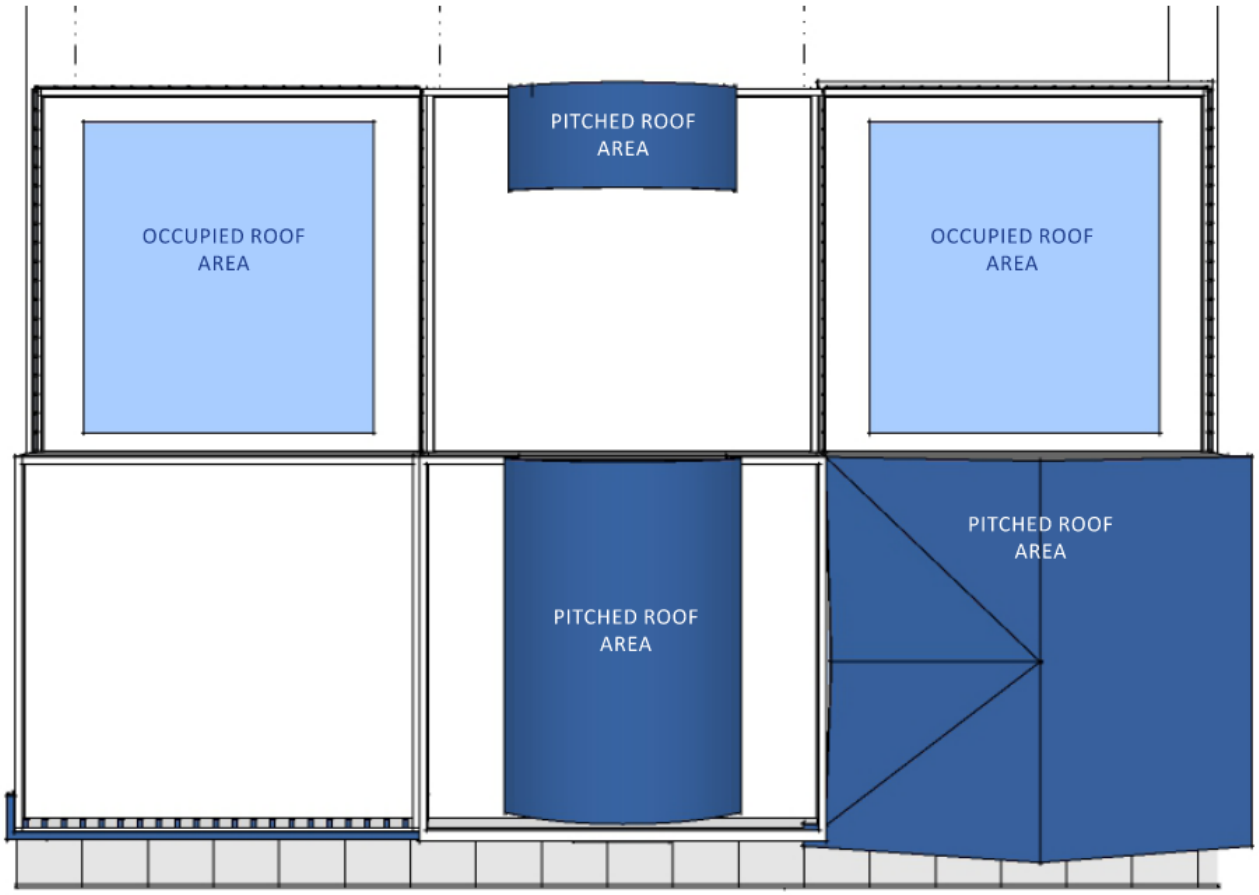
A. Create a perceivable building middle as a transitional façade that links the base and roof cap.
B. The upper levels shall have punched openings that are regularly repeated. The upper levels shall be no more than 30% glass.



   i. Minimum window recess shall be two inches deep.
   ii. Windows spaced at an equal distance to create a comfortable rhythm.

C. Express the horizontal position of each floor in the upper-story façade design of a building using the following techniques:
   i. Change in material.
   ii. Inclusion of a reveal or recess at transition points.
   iii. Masonry belt courses, as applicable.
   iv. Window awnings.
D. Reflect the quality and integrity of the underlying structure of the upper story façade in a clear and consistent manner through the use of consistent rhythms (potentially aligned with the structural bay width).
E. Segment the building into a series of vertical facades to visually segment the overall mass into a series of smaller units.

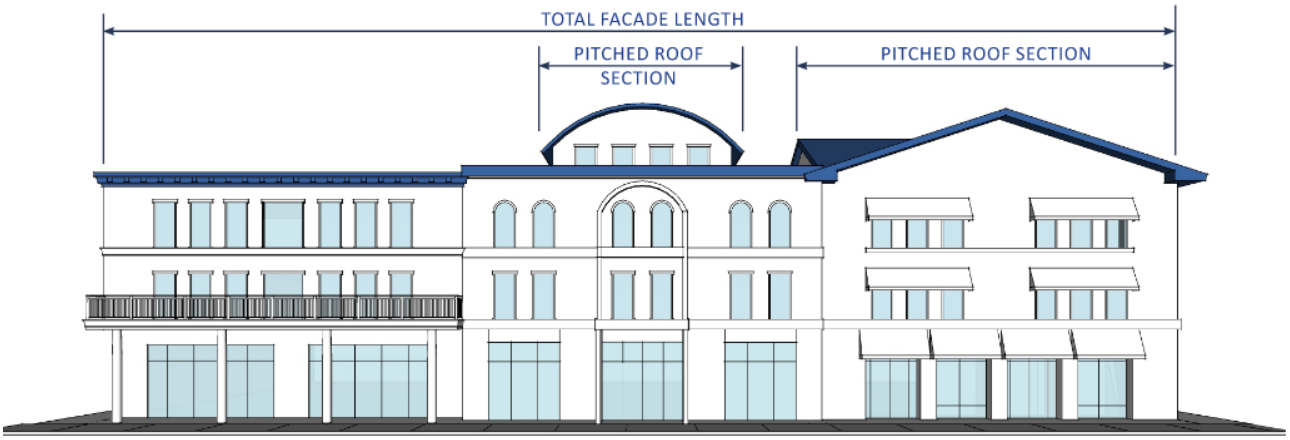
IV. BUILDING TOP



AREA OF PITCHED ROOF AND OCCUPIED ROOF AREAS = 50% OF TOTAL ROOF AREA

A. Crown the building with a distinguishable cap designed to terminate the top of the building. This cap may be the overhang of a pitched roof, a distinct cornice, or an eave supported by an eave bracket.
B. For buildings over 60’ in length, two or more distinct roof details (i.e. overhang, cornice, eave, eave bracket) should be employed for massing variation and visual interest.
C. A minimum of 25% of the length of the facade should be expressed as a pitched roof with a slope of 6:12 or greater.
    i. Hip, gable, and vault roofs are all acceptable.
    ii. Pitched façade walls at the front façade may be used to account for up to 40% of the required pitched roof elements.
    iii. Use brackets and corbels to support roof overhangs.





LENGTH OF PITCHED ROOF SECTIONS = 50% OF TOTAL FACADE LENGTH

D. The roof forms should be designed to respond to Utah's unique climate. Use pitched roof forms or large flat roof overhangs to shed winter snow, provide summer shade, and shelter pedestrians from the elements.
E. New buildings shall use compatible roof forms and materials used on adjacent buildings, where the existing buildings align with this standard.
F. Conceal rooftop mechanical equipment. All rooftop mechanical equipment shall be contained within the pitched roof structure, completely screened within a penthouse, or screened by a roof parapet that harmonizes with the architectural style of the building.

G. No more than 50% of a building roof may be flat.
H. At least 50% of the flat roof area on a building shall have a functional use such as a roof terrace, rooftop dining, or rooftop open space.
I. Flat roofs shall require additional details (corbels, lintels, etc.) to add character to the building.



LENGTH OF PITCHED ROOF SECTIONS = 50% OF TOTAL FACADE LENGTH



LENGTH OF PITCHED ROOF SECTIONS = 40% OF TOTAL FACADE LENGTH
FLAT ROOF AREAS INCLUDE ENHANCED CORNICE AND ARCHITECTURAL DETAILS

Commercial and mixed-use buildings shall have a pitched roof or pitched façade element along a minimum 50% of the primary façade along a waterfront street. The other street-facing and boardwalk-facing facades shall have a pitched roof or occupied roof for a minimum of 50% of the length of the façade.
The pitched roof length can be reduced to 40% of the length of the façade if additional architectural detailing is provided at the cornice of the flat roof areas. This detailing should include an extended cornice overhang supported by eave or cornice brackets.

V. FENESTRATION

A. Provide human-scaled window openings. Dress window openings using a minimum of three of the following techniques:
   i. Use three-dimensional mullions to create individual window openings.
   ii. Use lintels above windows to support the building mass above.
   iii. Define the base of the window with a sill.
   iv. Use transparent windows that "reveal" indoor working environments and activities.
   v. Use shade structures or awnings to articulate window openings.

VI. BUILDING MATERIALS

A. Employ durable building materials at the building base.
B. Use material texture, color, control joints, and patterns of materials to add visual interest to building surfaces.
C. Use human-scaled building materials that are familiar in their dimensions and can be repeated in understood modules. Examples include brick, stone, horizontal siding, and panelized systems no larger than 3 feet in width and 1.5 feet in height.

D. All material transitions shall occur at inside corners.
E. The following materials shall be permitted for the Building Base and Upper Story Façades:
    i. Concrete, poured-in-place or pre-cast (sandblasted or textured)
    ii. Concrete with light colored aggregate
    iii. Brick masonry
    iv. Stone masonry
    v. Stone veneer
    vi. Composite concrete siding
    vii. Metal as detail elements
F. No more than five materials shall be used on a façade.
G. Select building materials that will age with grace. Avoid building materials that may streak, fade, stain, mildew, attract dirt, or generate glare.
H. Glass is required to have a minimum visible light transmittance of 65% to support visual interest along the street.
I. Roofs may be clad in:
    i. Standing seam metal roofing.
    ii. Metal tile roofing.
    iii. Stone, or asphalt shingle roofing.
    iv. Membrane roofing only on flat roof sections that are screened from public view by a parapet wall and associated cornice. Membrane roofs should be tan or gray in lieu of white to reduce glare.

VII. The following architectural elements shall NOT be permitted:
A. Boxy and monotonous facades that lack a sense of scale.
B. Weak or token expressions of structure or an inconsistent statement of structure.
C. Flush building surfaces. Continuous all-glass curtain walls dropped straight into the ground plane without transition shall not be permitted.
D. Large, featureless building surfaces. Large all-glass curtain walls are unacceptable unless used in combination with building structural bays that can provide a sense of scale and rhythm.
E. Highly reflective surfaces that generate glare such as mirrored glass.

MULTI-FAMILY STANDARDS

PURPOSE

The design of multi-family buildings in the Mixed Waterfront Zone shall seek to craft building and roof forms that harmonize with their setting and surroundings, complement the architectural style of the multi-family structure, and correspond to formal and informal building shapes.

Buildings shall include a base (foundation), middle (building facades), and cap (roof).

Multi-family buildings shall include recessed entries or covered porches as transitional elements between the public and private realms, designed to complement the architectural style of the building. The design shall also include balconies, balustrades, staircases, and stoops that reflect the architectural style of the building.

Building designs shall not include long expanses of blank walls and windowless elevations. Designs should use building elements such as projections and recesses to section multi-family buildings masses and partition long expanses of blank walls.
Accessory structures, garages, and carports shall be designed to complement and harmonize with multi-family buildings.

BUILDING MASSING CRITERIA

I. Differentiate the building base, individual floors, and the roof.
II. Create building masses that appear as a cluster of individual homes, rather than a single building.
III. Segment buildings into a series of smaller, controllable sizes discouraging long barrack-like structures.
IV. Use a combination of one, two, and three-story building forms to convey a sense of human scale, with additional height and massing towards the center of the structure. Two and three-story buildings shall step down in height at the edges.
V. Use smaller-scaled building elements such as covered porches as transitional elements to large-scaled upper-story building masses.
VI. Create articulated building forms. Use pop-outs, building projections, and changes in wall plane to break-down large building masses into a collection of individual elements.

ROOF FORM CRITERIA

I. Create roof pitches and forms that complement the architectural style of the building.
II. Use consistent roof pitches and forms throughout the entire attached residential complex.
III. Create both horizontal and vertical roof articulations. A variety of roof breaks (roofs that turn a corner or change elevation) shall be provided.
IV. Complement main body roof forms with smaller roof planes or elements. Minor roof elements such as gable ends and dormers should be proportional to the spaces they cover and to the overall roof size and form.

RECESSED ENTRIES AND COVERED PORCHES CRITERIA

I. Create human-scaled recessed entries and covered porches for buildings that provide direct access to individual units.
II. Orient recessed unit entries and covered porches to be visible and accessible from roadways, internal streets, walkways, and common open space areas.
III. Design recessed entries that provide individual unit access, based upon the following minimum standards:
    a. Area: 20 square feet
    b. Depth: Four Feet
    c. Height above grade: 18 inches (preferred)
IV. Design covered porches, based upon the following minimum standards:
    a. Area: 60 square feet
    b. Depth: Six feet
    c. Height above grade: 18 inches (preferred)

DECKS

I. Integrate elevated decks into the fabric of the building. Decks should not appear as "tacked-on" afterthoughts.
II. Create covered deck roofs of similar roof cladding and complementary roof pitches, designed to harmonize with the main building.
III. Paint or stain all deck elements such as balustrades, railings, columns, and staircases to complement the main building. Deck elements shall not be left to weather naturally.
IV. Design decks and storage closets, based upon the following minimum standards:
    a. Deck Area: 40 square feet
    b. Storage Closet Volume: 200 cubic feet

FAÇADE ARTICULATION

I. Articulate walls by using one-story building forms, such as a covered porch, as a transitional element to second-story building masses.
II. Use additive elements, such as attached balcony sheds, trellis structures, and chimney stacks to break up building facades.
III. Create building recesses, such as covered patios, balconies, and stairwells, to add visual depth and variety.
IV. Create building projections, such as cantilevered window bays, that do not appear to float. Support cantilevered building projections with brackets, corbels, or substantial trim bands, designed to secure the projection to the wall plane.

WINDOWS

I. Divide large horizontal window openings by mullions into a group or series of vertically oriented windows.
II. Use muntins or mullions to divide windows into individual vertical or square-oriented window panes. Muntins should be either simulated or real three-dimensional elements.
III. Use headers or lintels above window openings designed to visually support the weight of the building mass above.
IV. Use projecting bottom sills to define the base of the window.
V. Provide visually proportionate window shutters.
VI. Locate windows generally centered on the building mass, aligned both horizontally and vertically.
VII. Design windows based upon the following standards:
    a. Window Proportions: Window height shall be greater than or equal to window width
    b. Trim Width: Four inches (minimum)
    c. Recess Depth: Three inches (for masonry or stucco wall openings)
    d. When shutters are provided, they shall be of a scale that appears capable of covering the window opening.

ACCESSORY STRUCTURES

I. Create architecturally compatible accessory structures. Accessory structures such as sales/lease offices, recreation buildings, clubhouses, carports, garages, and laundry buildings shall be designed to harmonize with the form, material, color, and details of multi-family dwellings.
II. Design attached enclosed garages as an integral part of the architecture of the multifamily building.
III. Use similar forms, materials, colors, and details on detached garage structures and carports, designed to harmonize with multi-family architecture.

IV. Flat-roofed carports are prohibited. Carports shall be composed of similar hipped or gabled roof forms, designed to complement multi-family architecture.
V. The use of prefabricated carports shall not be permitted.
VI. Walled compounds are prohibited. Carports shall not be incorporated into exterior perimeter project walls adjacent to roadways.

BUILDING MATERIALS

I. The following building materials are permitted:
    a. Walls:
        i. Masonry, Brick (Narrow Gage Roman, Face brick, FBX)
        ii. Masonry, Stone- Siding, Clapboards (wood or cementitious)
        iii. Siding, Board and Batten- Siding, Drop (wood or cementitious)
        iv. Siding, Lap (wood or cementitious)
        v. Siding, Shingle (cedar, redwood, or cementitious)
        vi. Siding, Tongue and Grove (wood or cementitious)
        vii. Stone (natural or cultured)
        viii. Stucco (exterior plaster)
    b. Pitched Roofs:
        i. Composition Roofing- Concrete Shakes (Raked to mimic a natural wood shake).
        ii. Concrete Tile, Flat (Smooth-surface modern slate).
        iii. Metal, Corrugated (Used with discretion, subject to review and approval by the Planning Commission).
        iv. Metal, Standing Seam (Seams shall be spaced a maximum of 18 inches).
        v. Slate (real or cultured).
    c. Flat Roofs:
        i. Rolled asphalt/paper- Rolled asphalt/crushed rock- Rolled metal- Rubber membrane.

MATERIAL TRANSITION

I. Change wall materials only at a change in wall plane on an inside corner.
II. Wainscot shall wrap the corners by at a minimum of two feet.
III. On sloping sites, extend building materials to the ground plane.

LANDSCAPE AND STREETSCAPE STANDARDS

(NON-RESIDENTIAL, COMMON AREAS & OPEN SPACE)

The Mixed Waterfront Zone shall include the creation of indigenous landscapes that are sensitive to the Utah Lake/Jordan River waterfront. Formal landscape patterns shall complement urban-oriented spaces and informal landscape patterns shall complement natural amenities such as Utah Lake and the Jordan River.

Landscapes shall complement and harmonize with the architectural style of Commercial, Mixed Use, and Multi-Family buildings and shall blend the public off-site streetscape with on-site landscape statements.

Landscapes shall be used to promote and enhance the pedestrian experience and be used to reduce the perceived scale of parking fields.

GENERAL

I. As a major unifying element, the Master Developer shall provide the design of all streetscape and common area landscapes to provide structure and consistency to the district. Individual property owners/developers will be responsible for the installation and maintenance of the landscape.
II. Use landscaping to soften parcel perimeter edges. Harsh lines at property edges that abut the same land use or zone is not permitted, such as abrupt changes in mulch type or plant materials placed in an obvious line.
III. Use plant containers and raised planters at building entrances, along pedestrian promenades, and within plazas to add annual color.
IV. Use plant materials to create sheltered outdoor areas, designed to accommodate pedestrian gatherings.
V. Use formal tree plantings to frame and enclose common open space areas, creating a more urban-oriented landscape image.
VI. Use trees to frame internal parking courts creating enclosed “outdoor rooms”.
VII. Arrange trees to frame views of mountains, open spaces, and the waterfront.
VIII. Planters shall be installed at pedestrian crossings to help slow traffic and enhance walkability.

NON-RESIDENTIAL

I. Create formal soldier rows of trees to define internal streets and accent linear pedestrian promenades.
II. Use formal tree plantings to frame and enclose formal open spaces such as pedestrian forecourts, pedestrian promenades, civic amenities, and plazas.
III. Use tree grates and guards to accommodate formal tree plantings along pedestrian promenades and within plazas.
IV. Use trees to create view corridors providing vistas of off-site amenities such as open space areas, the mountains, the riverfront, and the lakefront.
V. Hang planters from pedestrian-oriented light fixtures, designed to add color and continuity to pedestrian promenades.
VI. Use covered trellis elements to shade outdoor patios associated with restaurant uses.
VII. Use landscaped colonnades to enclose public amenities.

STREET FURNITURE

I. Use a consistent palette of street furniture elements, including pedestrian lighting, tree grates, tree guards, trench drains, seating, trash receptacles, and bicycle racks designed to unify the Mixed Use Neighborhood Plan.
II. Use decorative pedestrian oriented lights. Walkways shall require pedestrian oriented lighting.
III. Provide decorative street furniture. Street furniture shall be provided, based upon the following guidelines:
    a. Pedestrian Lighting:
        i. Black powder coated metal.
        ii. Include a forged or engraved City logo.
        iii. Identify a specific standard in the Neighborhood Plan.
        iv. Full cut off lighting shall be used and shall be limited to pedestrian walkways and surfaces.
        v. Lighting shall be unique to the Mixed Waterfront Zone.
    b. Seating:
        i. Use City standard 6' Mountain Maple Bench.
    c. Trash Receptacles:
        i. Use the City standard 32 Gallon Aspen Receptacle.
    d. Tree Grates/Tree Guards/ Trench Drains/Bike Racks:
        i. Identify a single model and design in the Neighborhood Plan that complements the City standard bench and trash receptacle.



32 Gallon Aspen Receptacle



Tree Grate



Outdoor Drinking Fountain



Bollard Lighting – Sternberg



6' Mountain Maple Bench

UTAH LAKE SHORELINE TRAIL AND JORDAN RIVER TRAIL STANDARDS

Streets and trails within the Mixed Waterfront Zone shall create pedestrian connections that are focused on increasing access to the waterfront, providing connections to upland areas, and ease circulation throughout the waterfront. In addition, rights-of-way shall protect and enhance existing water view corridors and provide increased visual access to the waterfront.

PROMENADE

A continuous pedestrian promenade shall line the Utah Lake Shoreline Trail and Jordan River Trail. This will become a unifying open space/circulation element for the Mixed Waterfront Zone and other zones within the City.

The purpose of the promenade is to provide continuous off-street circulation for pedestrians and bicyclists with views of the lake. This pathway is seamlessly integrated with bike paths and connects a series of smaller adjacent parks and plazas. It also offers connections to the future North Saratoga Springs Marina. It offers a generous right-of-way and ample opportunities for seating, walking, rollerblading, biking, people-watching, and fishing, as well as an area to host art shows, festivals, and opportunities for learning about the waterfront. It is also a key site for public art.

In most locations, the promenade will have two separate areas. The area closer to the water's edge should focus on providing access to the water and water activities. The area farther from the water's edge should include separated walking and cycling paths, seating areas, and facilities for events. In some places along the promenade, these two areas will be separated by a grade change.

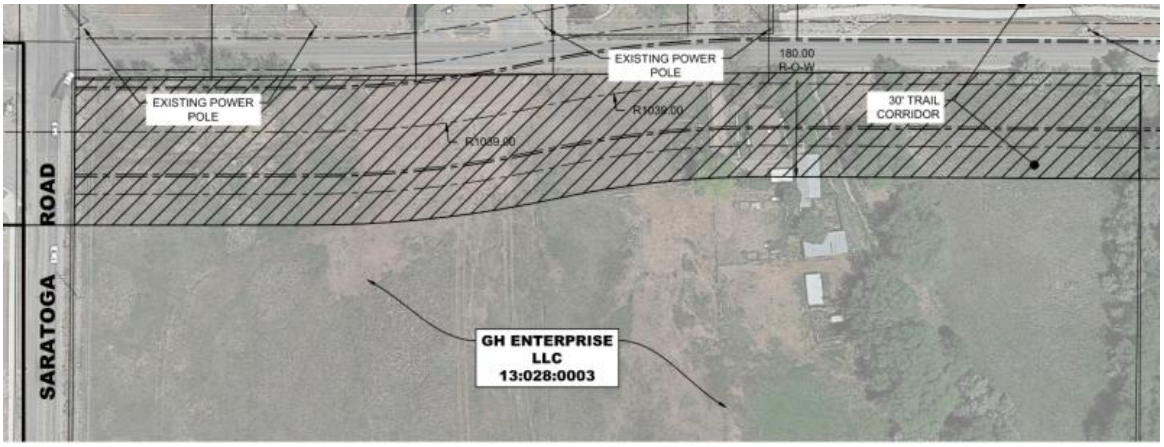
GUIDELINES

I. A continuous promenade shall be provided at the water's edge whenever possible. The promenade shall be 30' wide but can be wider depending on specific pedestrian and bicycle traffic needs. Also, the promenade shall be located in the waterway setback described in Chapter 19.25 of the Land Development Code.
II. Views of the water shall be maximized whenever possible.
III. Create and provide for multiple areas of use within the promenade defined by different uses, varying materials, and grades.
IV. Locate guard rails or low walls as required along the edges of the promenade to protect pedestrians from elevation changes.
V. Create a unified pathway feeling through consistent application of design and materials.
VI. Provide seating elements, including benches, seat walls, and stairs, with water views along the length of the promenade. Seating elements shall integrate anti-skateboard measures into the design.
VII. Locate furnishings, such as benches and waste receptacles adjacent to or within the promenade.
VIII. Integrate pedestrian lighting into the design of the promenade.



CONCEPTUAL IMAGE REFLECTING THE CHARACTER ENVISIONED FOR THE BOARDWALK

Exhibit "H"
Pony Express Widening



LEI
ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
08/03/2023
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
SARATOGA SPRINGS
Job No. 2022-0057
(August 2, 2023)

PROPOSED PONY EXPRESS PARKWAY RIGHT-OF-WAY THROUGH
GH ENTERPRISES LLC PARCEL NO. 13:028:0003

A parcel of land located in the Southwest Quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the east line of Saratoga Road as described in Deed Entry No. 47477:2002 in the official records of the Utah County Recorder, said point being located N00°10'34"W along the Section Line 849.63 feet and East 251.62 feet from the Southwest Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence N00°27'54"E along said real property 142.02 feet to the north line of that real property described in Deed Entry No. 27808:2022; thence along said real property the following three (3)courses: 1) N89°35'55"E 727.44 feet; 2) thence S89°51'05"E 300.76 feet; 3) thence S00°44'55"W 101.70 feet to the proposed southerly right-of-way line of Pony Express Parkway; thence along said proposed right-of-way the following four (4) courses; 1) N89°41'03"W 358.58 feet; 2) thence along the arc of a curve to the left 206.67 feet with a radius of 949.00 feet through a central angle of 12°28'39", chord: S84°04'38"W 206.26 feet; 3) thence along the arc of a curve to the right 239.64 feet with a radius of 1129.00 feet through a central angle of 12°09'41", chord: S83°55'09"W 239.19 feet; thence 4) West 226.42 feet to the point of beginning.

Contains: ±2.82 Acres
±122,727 Sq. Ft.

ORDINANCE NO. 25-68 (11-18-25)

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

WHEREAS, Utah Code Chapter 10-20 allows municipalities to amend the general plan and the number, shape, boundaries, or area of any zoning district; and

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

WHEREAS, on October 30, 2025, the Planning Commission held a public hearing after proper notice and publication to consider amendments to the City-wide zoning map for certain real property in the City of Saratoga Springs, which is described in Exhibit A ("Property"), and forwarded the item with a favorable recommendation; and

WHEREAS, on November 18, 2025, the City Council held a public meeting to consider the zoning map amendments; and

WHEREAS, the City Council voted to approve the rezone subject to the terms of a development agreement, which agreement is attached as Exhibit B ("Agreement"); and

WHEREAS, pursuant to Utah Code § 10-20-102, 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 desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

WHEREAS, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-20-101, et seq., has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the City-wide zoning map be made and that the Agreement be approved.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The Property described in Exhibit A is hereby changed from Agricultural to Mixed Waterfront on the City's Zoning Map, subject to and conditioned on the owner of the Property

entering into the development agreement attached as Exhibit B, which Agreement shall be recorded on the Property in the Office of the Utah County Recorder. City Staff is hereby instructed to amend the official City Zoning Map accordingly and to record said Agreement, subject to payment of the recording costs by the property owner.

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

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 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 18th day of November 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

Legal Description

EXHIBIT B

Development Agreement

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Development Agreement
Rider Station
November 18, 2025
PUBLIC MEETING

Applicant:	Adam Hurd, Unified Business Alliance
Owner:	URE FUND 1 - RIDERS STATION LLC
Location:	1193 W FAIRFIELD RD
Project Acreage:	Approx. 18 Acres
Residential Units/Lots:	N/A
Current Use:	Vacant
Land Use Designation:	Community Commercial
Parcel Zoning:	Community Commercial
Adjacent Zoning:	RA-5 and PC
Adjacent Uses:	Low Density Residential and Agricultural uses
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Austin Roy, Senior Planner

A. Executive Summary and Request:

The applicant is seeking approval of the development agreement for the Rider Station commercial development. The proposed development agreement outlines water, sewer, trail, power line, roads, and storm drainage requirements for the project. Also, an architectural deviation is proposed for loading bays along Fairfield Road. The applicant is also proposing 5 years of vested rights under the current code. However, staff is recommending that vesting occur when a completed preliminary plat or site plan is filed.

Recommendation:

Staff recommends that the City Council conduct a public Meeting on the application, review and discuss the proposal, and choose from the options in the Recommendation and Alternatives Section of this report. Options include approval with or without conditions, denial, or continuation.

B. Background: The applicant is working on preliminary and final plat plans which will come to the City Council for approval at a later date. Individual Site Plan for each building will also be required.

Austin Roy, Senior Planner
aroy@saratogasprings-ut.gov
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x107 • 801-766-9794 fax

C. **Process:** City Code Chapter 19.13 outlines the process for a development agreement as outlined below.

A development agreement is an enforceable contract between a Developer and the City that runs with the land and is binding on successors, transferees, and assigns. A development agreement shall be required when a provision in this Title 19 requires a development agreement as a condition of approval. Nevertheless, a development City of Saratoga Springs Municipal Code Land Development Code - Title 19.13 Page | 12 agreement is not required when a proposal for development meets all requirements of this Title 19 and the zone in which the property is located as of the date a complete application for preliminary plat or site plan approval is filed and all application fees have been paid. A development agreement may also be desirable when the developer and the City Council determine that additional consideration and benefits are to be obtained by both parties by entering into a development agreement, such as when a developer receives a rezone of property and/or increased density in return for the dedication of land and/or infrastructure above what is required by the development. If a development agreement restricts an applicant's rights under clearly established state law, the municipality shall disclose in writing to the applicant the rights of the applicant that the development agreement restricts. The City Attorney may provide a standard form for a development agreement that includes many of the most common provisions to facilitate efficiency in the preparation and execution of development agreements.

Staff finding: up for discussion. *A development agreement is a legislative decision. The City Council should review the proposed agreement and the vesting proposed by the applicant and determine if the City will approve.*

D. **Community Review:**
Public Meeting: This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.

Public Comment: As of the date of this report, no public input has been received.

E. **General Plan:** The General Plan identifies the property for Community Commercial use. The applicant's proposed plan is compatible with the zone and land use identified in the General Plan.

Community Commercial (CC): Areas designated from low to medium-scale commercial uses.

Staff conclusion: Consistent. The applicant is proposing commercial uses that are low to medium in scale.

F. **Recommendation and Alternatives:**

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

Option 1 – Approval "I move that the City Council approve the requested development agreement for Rider Station located at 1139 West Fairfield Road, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met.
2. All requirements of the Fire Chief shall be met.
3. The project shall not be vested until the time of preliminary plat or site plan application.
4. Any other conditions or changes as articulated by the City Council: _____.

Option 2 – Continuance

"I move to **continue** the development agreement for Rider Station to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial

"I move that the City Council deny the requested development agreement for Rider Station located at 1139 West Fairfield Road 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. _____.

G. Exhibits:

1. See separate files for ordinance and development agreement.

WHEN RECORDED RETURN TO:
Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

Ed Axley
Unified Business Alliance
3400 West Mayflower Ave. Suite 350
Lehi, Utah 84048

DEVELOPMENT AGREEMENT
Rider's Station

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "**City**," and URE Fund 1 Rider's Station LLC, a Utah corporation/limited liability company; hereinafter referred to as "**Developer**."

RECITALS:

WHEREAS, Developer owns or has the right to purchase 18.39 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 Property is currently zoned Community Commercial. Developer wishes to develop the project known as Rider's Station, which will consist of a commercial development, including restaurants, retail, fitness, and grocery ("**Project**") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project 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 Property; and

WHEREAS, on _____, 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, legislatively approved this Agreement and the conceptual project plans, attached hereto as Exhibit B ("**Concept Plan**"); and

WHEREAS, the Concept Plan identifies among other things, configuration, density, housing product types, anticipated phasing, land uses and required road, landscaping, trail, storm drain, sewer, and water improvements; 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 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 A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

Vesting, Zoning and City Regulations.

a. Vested Rights. The Parties specifically intend and agree that this Agreement grants to Developer "vested rights" to the maximum extent possible under law and equity, as that term is construed in Utah's common law and pursuant to UTAH CODE § 10-9a-509.

b. Exceptions to Vested Rights. The following City laws, as may be modified in the future, are excepted from vesting, and shall apply as they exist at the time of application:

i. City laws that Developer agrees in writing apply to the Project;

ii. City laws that are both generally applicable to all properties in the City' jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

iii. City's development standards, City's Standards Technical Specifications and Drawings, engineering requirements, approval, and supplemental specifications applicable to public works, and any City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety

related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

iv. Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

v. Changes to the amounts of utility rates, impact fees, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

vi. Changes authorized under Utah Code §10-9a-509, or its successor statutes.

c. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the CC zone in effect when a complete preliminary or site plan application is filed, except that permitted and prohibited uses shall be determined based on the provisions of the CC zone in effect as of the Effective Date. To the extent that the provisions of the CC zone in effect conflict with the terms of this Agreement, this Agreement shall control. An application is determined to be complete in accordance with Utah Code § 10-9a-509.

d. Except to the extent this Agreement is more restrictive, the Property shall comply with all "City Regulations," which is defined as 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.

e. 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.

3. Development of the Project.
    a. Phasing. The Project will be developed in Phases. Developer anticipates three (3) separate and independent phases (each a "**Phase**"), with each Phase constituting a separate parcel. Anticipated phasing is shown on the Phasing Plan, attached hereto as Exhibit C. Each Phase will be based upon the approved and attached Concept Plan, and will undergo preliminary plat review and approval through regular City processes. Improvements and infrastructure required for each Phase shall be completed as part of the Phase, including any offsite improvements necessitated by that particular Phase. Developer is not required to complete the infrastructure that will serve the entire Project as part of the first Phase; however, the City may require certain necessary infrastructure to be constructed earlier if necessary for system connectivity, public health, safety or welfare. Parks and open space that are planned for the entire project will be completed as part of each Phase, but each Phase is not required to provide an equal amount of parks and open space, provided that the total parks and open space calculation does not fall below the minimum requirements established by Title 19. Infrastructure requirements for each Phase shall be determined on a phase-by-phase basis at the time each phase submits its preliminary plat application. Such determination shall be made in accordance with applicable City code, engineering standards, and based on an evaluation of cumulative impacts from prior phases.

    b. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Capacity shall be reserved once a Final Plat is recorded, accepted construction drawings are stamped, and all improvements necessary to resolve any existing system capacity issues are guaranteed to be installed by Developer through an improvement completion assurance or bond. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City Regulations with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting this Agreement, Developer may be required to upsize certain infrastructure in exchange for reimbursement, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

        i. **Water Rights and Sources**. Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of

City Regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.

ii. **Water Facilities for Development**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law.

The Developer shall install the 24-inch master planned drinking water line DW03 across the Developer's property from the canal crossing at Pony Express to the Woodhaven Blvd / Pony Express intersection continuing on to the future drinking water tank on parcel 58:034:0790 in the proposed Woodhaven Blvd. The 24-inch drinking water line will not serve the project and accordingly is fully reimbursable. Reimbursement will be accomplished through a reimbursement agreement that is subject to approval by City Council.

The Developer shall connect the secondary and drinking water lines from the existing lines in or near the Fairfield Rd / Midland Drive intersection to the 1000 W / Fairfield Rd intersection. These connections are needed to provide a looping of the zone 2 water systems and provide capacity to support the Rider's Station project.

iii. **Sewer, Storm Drainage, and Roads**. At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.

The Developer shall install City's master planned storm drain line PN3A

in Fairfield Road. The storm drain line shall be designed to convey a minimum of 15 cubic feet per second from the north eastern corner of the Rider's Station development to the existing storm drain line east of Concord View Way / Fairfield Rd intersection. The upsize costs difference between the required project level improvements and the PN3A pipe are fully reimbursable. Reimbursement will be accomplished through a reimbursement agreement that is subject to being approved by the City Council.

The Developer shall be responsible for modifying the existing traffic signal at the intersection of Pony Express Parkway and Woodhaven Blvd to accommodate and support the construction of the proposed north leg of the intersection. Construction drawings for the signalized intersection modifications shall be submitted to the Cities of Saratoga Springs and Eagle Mountain for review and acceptance prior to any modifications occurring. The signal improvements may be eligible for reimbursement to the extent that they serve the City in excess of the Project.

iv. **Trail Improvements**. As an express condition of this Agreement, Developer shall be required to install and improve the trail improvements along Woodhaven Blvd. and along the Welby Jacob Canal and as more fully specified in the City's Parks, Recreation, Trails, and Open Space Master Plan. This shall be in addition to and not in lieu of all required landscaping/open space improvements according to City Regulations. Developer will receive credits towards the City's landscaping/open space requirements for the installation of the trail improvements per City Regulations, or alternatively Developer may choose to receive Parks, Trails, and Open Space impact fee credits, if applicable. Developer shall not receive both landscaping/open space credit under Title 19 of the City Code and impact fee credits. Developer shall also be responsible for installing landscaping and maintaining any unimproved areas between Developer's property and the Welby Jacobs Canal.

Developer shall maintain the landscaping portion of trail improvements in perpetuity including repairing and replacing the vegetation, repairing and replacing all necessary irrigation infrastructure and improvements, and replacing rock and mulch landscaping. City shall be responsible for the perpetual repair and replacement of the trail surface. Developer shall ensure that an owners association maintains the trail landscaping in perpetuity once Developer no longer has a majority ownership interest in the Property.

v. **Power Lines**. As an express condition of this Agreement, Developer shall be required to bury all distribution power lines and overhead communication lines at Developer's own expense that are located on the Property and power pole 2201-03 as shown in Exhibit D located off the

property This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance with City Regulations. Furthermore, as an express condition of this Agreement, Developer shall be required to apply for and receive a permit from Rocky Mountain Power and comply with all necessary requirements at Developer's sole cost. Developer shall also be required to apply with and obtain approval from any government entity for encroachment onto any public right-of-way at Developer's sole cost.

4. Final Project/Plat or Development Plan Approval.

   a. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "**Plans**") to be prepared for each phase of the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval. Each Phase shall submit its Plans separately and independently. In determining whether the Plans for each phase meet all requirements, Developer shall provide all information required by City Regulations for that specific Phase, as well as any information which City staff reasonably requests pertaining to that Phase.

   b. Notwithstanding any provision of the Saratoga Springs City Code, including the zoning regulations applicable to the Property as of the Effective Date or as later amended, the City agrees that Developer shall have the vested right to lease space within the Project to one gym or fitness center use of any size. Such gym or fitness center use shall be deemed a permitted use within the Project, and no conditional use permit, variance, or other special approval shall be required solely due to the size of the facility.

5. 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.

6. Standards for Approval. City shall approve the Plans for each Phase if such Plans meet the requirements of this Agreement and City Regulations applicable to that specific Phase. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations for each Phase.

7. Architectural and Design Deviations. With the exception of the requirements in this section, the Project shall at all times comply with the architectural and design requirement of Title 19 of the City Code. Any loading bays that face Fairfield Road shall not be required to follow the Title 19 glazing requirements.

8. Term. The term of this Agreement shall commence on the effective date and shall continue for a period of five years and shall apply to all Phases. However, the two-year period for "failure to proceed with development" shall be measured independently for each Phase. A Phase shall be deemed to have proceeded with development upon submission of a complete site plan or preliminary plat application for that specific Phase. Failure to proceed with one Phase shall not affect the vested rights or status of any other Phase. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise 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.

9. Successors and Assigns.

Change in Developer. Developer may transfer individual phases to different Transferees, provided that each Transferee provides the required acknowledgment letter for their respective phase(s). The transfer of one Phase shall not affect Developer's rights or obligations with respect to the other Phases. This Agreement shall be binding on the successors and assigns of Developer.

a. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 10.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

10. 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 either Party made upon the basis of substantial evidence that the other Party 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 11.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 by Developer as set forth in Subparagraphs 11.a. and 11.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.

d. Upon default by City, Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

11. 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: Concept Plan

Exhibit C: Phasing Plan

Exhibit D: Burial of Power Pole 2201-03

12. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

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

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

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City Regulations.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four 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:	Ed Axley Unified Business Alliance 3400 West Mayflower Ave. Suite 350 Lehi, Utah 84048
With a copy to:	Dentons Durham Jones Pinegar Attn: Brent Bateman 1557 W Innovation Way, Suite 400 Lehi, UT 84043
To the City:	City Manager

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

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance

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

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is

specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 12 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. 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.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

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

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

Attest:

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

_____ By:_____
City Recorder Mayor

DEVELOPER, _____, a Utah corporation/limited liability company/partnership.

By: _____

Its:_____

State of Utah

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____, of _____, a Utah corporation/limited liability company/partnership.

_____
Notary Public

Exhibit "A"

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

Exhibit “B”

Concept Plan

Exhibit "C"
Phasing Plan

Exhibit "D"
Burial of Power Pole 2201-03



ORDINANCE NO. 25-69 (11-18-25)

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

WHEREAS, pursuant to Utah Code § 10-20-102, 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 Unified Business Alliance 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 § 10-20-102, 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 § 10-20-101, 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 18th day of November, 2025.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, 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

City Council Staff Report

Author: Scott Petrik, Engineer 1
Subject: Update to Traffic Calming Policy
Date: November 18, 2025
Type of Item: Legislative
Description: Updates to the City's Traffic Calming Policy

SARATOGA SPRINGS

A. Executive Summary: The Engineering Department is proposing changes to the existing Traffic Calming Policy. Traffic conditions in the City have changed since the time the current Traffic Calming Policy was adopted and the City has become aware of additional resources to refer to when evaluating traffic calming requests.

B. Background: The City's current Traffic Calming Policy was adopted in June 2017 and has remained unchanged since that time. As the City continues to grow, traffic concerns have become more frequent. In response, the Engineering Department has reviewed the policy to determine whether updates are needed to better address current conditions and requests.

C. Proposed Changes: The proposed updates to the Traffic Calming Policy are intended to strengthen the document and improve its effectiveness. Key changes include:

- Refining the language and structure of the policy to make the process easier to understand and follow;
- Adding a new section that outlines the process for when a marked crosswalk will be considered, with evaluation criteria provided in a supporting document from UDOT's policies;
- Including a section that explains when Rectangular Rapid Flashing Beacons (RRFBs) will be considered, along with a chart that outlines how potential locations will be evaluated;
- Removing examples of traffic calming measures from the policy text to avoid confusion. Previous examples led to misunderstandings among some residents about what measures could be expected, and the lists did not fully reflect all tools the City may consider;
- Eliminating the public-facing scoring categories previously used to evaluate traffic studies. While studies will continue to be scored internally using the existing methodology, residents will only be informed that a minimum score of 40 is required for a location to be considered for furth action. The current point system was originally developed for local roadways, and because collector and arterial roads typically have higher average daily traffic (ADT) and speeds, they often receive elevated scores under this system which requires the Engineering Department to reevaluate the score. This change is intended to reduce confusion and better align expectations;

- Removing cut-through traffic as a qualifying factor for traffic calming consideration. The City's semi-grid street network is intentionally designed to allow for traffic distribution, and potential cut-through traffic is an expectation and planned part of the system;
- Removing the option for public funding contributions toward traffic calming projects. While this option has not yet resulted in requests that exceed what the City would typically consider, it introduces the potential for residents to take ownership of projects in ways that may not align with City standards or priorities;
- The policy is based on established engineering practices and guidance, including standards from AASHTO, UDOT policies, the Utah MUTCD, and other relevant traffic engineering resources.

These revisions are intended to make the policy more transparent, easier to administer, and better aligned with the City's goals for managing traffic concerns across a variety of roadway types.

D. Recommendation and Alternatives: Staff recommends that the City Council choose from the following alternatives:

Alternative 1 – Adoption

"I move to approve the proposed updates to The Traffic Calming Policy".

Alternative 2 – Recommendation for Adoption with Modifications

"I move to approve the proposed updates to the Traffic Calming Policy with the direction to the Staff to modify it as follows:"

1. _____
2. _____
3. _____

Alternative 3 – Recommendation for Denial

"I move to deny the proposed updates to the Traffic Calming Policy with the following direction to the Staff for changes needed:

E. Attachments:

1. Traffic Calming Policy with proposed changes
2. Clean copy of the proposed Traffic Calming Policy

NEIGHBORHOOD TRAFFIC CALMING POLICY
CITY OF SARATOGA SPRINGS, UTAH

UPDATED

November 2025

Contents

Neighborhood Traffic Calming Policy 3

BACKGROUND 3

GENERAL PURPOSE 3

GOALS 3

~~GENERAL CRITERIA~~ INITIAL SCREENING 4

PROCESS 4

~~INITIAL SCREENING~~ RESIDENT APPLICATION AND CITY ENGINEERING STUDY 4

INITIAL REPORT 5

LEVELS OF TRAFFIC CALMING MEASURES 5

TRIAL IMPLEMENTATION 5

LEVEL 2 MEASURES 5

MODIFICATION OR REMOVAL 5

Appendix A 6

Saratoga Springs Traffic Calming Policy Flow Chart 7

Appendix B 8

Traffic Calming Application 9

~~Scoring Sheet for Prioritization~~ 11

~~Scoring Sheet for Prioritization~~ 12

Appendix ~~D~~C 14

~~Example Level 1 Measures~~ 14

~~Example Level 1 Traffic Calming Measures~~ 15

Marked Pedestrian Crosswalk Installation 17

~~Example Level 2 Measures~~ 26

Rectangular Rapid Flashing Beacon (RRFB) 30

Appendix ~~F~~E 32

Frequently Asked Questions 33

Neighborhood Traffic Calming Policy

"~~Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicles, alter driver behavior and improve conditions for non-motorized street users.~~ The primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through the improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or a street network. Traffic calming measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce desired effects."

~~Adopted by ITE International, 1997~~ Federal Highway Administration Traffic Calming ePrimer

BACKGROUND

The City of Saratoga Springs (City) is often approached by residents about traffic in the residential neighborhoods. This policy was created to methodically address resident concerns. ~~Until now, there has not been a policy by which these concerns can be methodically addressed.~~

This Traffic Calming Policy (Policy) was developed with input from the City Development Review Committee and references from other government agencies. This Policy represents the City's attempt to produce an objective and methodical approach to traffic calming throughout the City.

GENERAL PURPOSE

The purpose of this Policy is to mitigate vehicle traffic in a particular area in order to ~~improve the safety for pedestrians, bicyclists, and residents.~~ facilitate safe and efficient movement of all street users. This Policy is designed to reduce the negative impacts from traffic such as excessive speeds, excessive volumes, and accidents.

This policy is intended to align with the policies, standards, and general engineering practices established by the American Association of State Highway and Transportation Officials (AASHTO), the Utah Manual on Uniform Traffic Control Devices (MUTCD), Utah Department of Transportation (UDOT), and the Federal Highway Administration (FHWA). In the event of a conflict between sources, the most stringent applicable standard shall be followed.

This Policy is a process rather than an instantaneous solution. It facilitates the development of a plan to physically improve or modify a street to enhance the community. ~~Continuous communication and assessment between residents and City staff are needed for this Policy to succeed.~~ Traffic calming within neighborhoods is unique as local residents are often the primary group interested in addressing automobile speeds and traffic volumes. Therefore, it is important that there continues to be a clear process for planning, evaluation, and implementation of neighborhood traffic calming.

In order to promote safety and address traffic problems, residents will work with City staff to implement the three "E's" of transportation engineering.

- Education: Increase awareness of residents in neighborhoods where there are traffic-related concerns, such as excessive speed, ~~cut-through traffic~~, and accidents.
- Engineering: Evaluate the affected street for speeding, traffic volume, and accidents to determine if traffic calming measures should be considered.
- Enforcement: Encourage compliance with existing speed limits. Enlist the ~~assistants~~ assistance of the Police Department.

GOALS

The general goal of this Policy is to improve safety, quality of life, and overall livability for residents, bicyclists, and motorists in neighborhoods, where deemed appropriate. This goal will be accomplished by influencing driver behavior while not hindering quick response times for emergency service vehicles. This Policy seeks to achieve this general goal by focusing on the following specific goals:

- Increase the safety of residents, bicyclists, and motorists~~;~~
- Reduce excessive ~~motorist~~ vehicle speed in residential areas~~;~~
- ~~Reduce neighborhood cut-through traffic (volume of vehicles);~~
- Reduce the number and severity of accidents~~;~~
- Maximize street life~~;~~
- Increase pedestrian activity and overall livability of the neighborhoods~~;~~
- Establish a process to address requests for traffic calming
- Encourage a working relationship between residents and City staff for the good of the whole community~~.~~

~~GENERAL CRITERIA~~ INITIAL SCREENING

Due to the high demand for traffic calming mitigation measures and the fact that limited resources are available, requests for traffic calming measures will be screened for eligibility according to the following general criteria:

- The roadway must be either a local road or a collector road. Collector and local collector roads ~~due to higher traffic volumes,~~ have higher mobility and less access than local roads; thus, the only mitigation measures they are ~~only~~ eligible for ~~Level 1 traffic calming measures (described later) only.~~ are the temporary placement of a radar speed trailer, and the installation of speed limit signs. Collector roads are designed to offer local traffic access to arterial roads, but they are not designed for long-distance travel. These roads have limitations to street and driveway access. A collector has less vehicle capacity, and is not as wide as, an arterial, but it provides more capacity than local roadways. ~~for the placement of a radar speed trailer, and the installation of speed limit signs~~
- Cul-de-sac streets or other dead-end streets are not eligible.
- ~~Composite threshold: speed, traffic volume, accident history, the presence and continuity of sidewalks, and nearby sensitive facilities must be met.~~
- ~~The subject street must be accommodating to traffic calming devices.~~
- ~~Traffic calming devices must have no major adverse effect on motorists, pedestrians, or emergency vehicles.~~

PROCESS

The following process helps ensure there is an objective and effective consideration at minimal taxpayer expense for all situations. This Policy encourages residents to work with City staff throughout the entire process. Projects that are being considered under this Policy must follow the process outlined below. A flowchart ~~that~~ summariz~~es~~ing th~~is~~e process is provided in Appendix A.

~~INITIAL SCREENING~~ RESIDENT APPLICATION AND CITY ENGINEERING STUDY

The process begins when a resident submits a completed Traffic Calming Application to the City. The ~~A~~application is provided in Appendix B.

Upon receipt of the ~~A~~application, City staff will ~~screen the application for initial eligibility for traffic calming measures.~~ conduct the initial screening. If the application is deemed eligible, the engineering study will be scheduled (Note: traffic studies will not be scheduled during winter months). The evaluation may include a site visit, installing temporary traffic counters, and data collection. The following table shows the criteria that will be evaluated by the City Engineer to prioritize the subject street relative to other streets, and to aid in determining which traffic calming measure(s) might be recommended.

Criteria for Prioritization Scoring	
Speed	85th percentile speed from traffic study
Volume	Average daily traffic volume and peak-hour volume
Accident History	Number of reported accidents in the last 3 years
Sidewalks	The presence and continuity of sidewalks
Sensitive Facilities	The presence of parks, schools, bus stops, etc. along the street
~~Funding~~	~~Neighborhood participation in costs of selected traffic calming measures~~

INITIAL REPORT

After the ~~initial screening~~ engineering study is completed, City staff will provide a report to the resident applicant which will include traffic counts, speed distributions, and a prioritization score. Projects with prioritization scores of less than 40 points will not be considered further for traffic calming and applications for additional studies will not be considered for 1 year from the study results. If the ~~initial screening~~ engineering study ~~of~~ for the ~~A~~application indicates that traffic calming measures can be considered, then the City Engineer will select a measure or measures and include it or them as a recommendation in the report. Traffic calming measures will be selected to achieve effectiveness while minimizing cost and invasiveness.

LEVELS OF TRAFFIC CALMING MEASURES

~~Generally~~ In the City of Saratoga Springs, traffic calming measures fall into two categories or "~~L~~levels". Level 1 traffic calming measures involve ~~non-invasive~~ techniques such as signing, striping, temporary radar speed trailers, and targeted law enforcement. ~~Examples of Level 1 traffic calming measures are provided in~~ Level 2 traffic calming measures ~~involve invasive techniques that force traffic to slow down by constructing vertical or horizontal deflections.~~ are determined on a case-by-case basis by the City and may involve more active techniques such as driver feedback signs, pavement messages, or narrowing of lanes. On-street parking on local roads is a narrowing of lanes traffic calming technique. The City's Engineering Department will evaluate and propose traffic calming measures for each project considering the Traffic Calming Application and the engineering study. ~~Examples of Level 2 traffic calming measures are also provided in Appendix E.~~

TRIAL IMPLEMENTATION

The prescribed Level 1 traffic calming measure or measures will be implemented on a trial basis for 90-180 days. Following the trial period, City staff will conduct a follow-up study to determine the effectiveness of the prescribed measure(s).

If the prescribed traffic calming measures prove effective, the improvements will stay in place or permanent devices will be installed. If the Level 1 measures prove to be ineffective, escalation to Level 2 traffic calming measures might be considered.

LEVEL 2 MEASURES

~~Phase~~ Level 2 measures will be considered only if Phase 1 measures are not effective. All projects that reach this point will be re-scored for prioritization and will be considered on that basis. Having a limited budget, the City may choose to fund whichever project has the highest priority, or whichever project for which there is sufficient funding. ~~A project may be implemented faster if the neighborhood volunteers to pay all or part of the implementation costs.~~

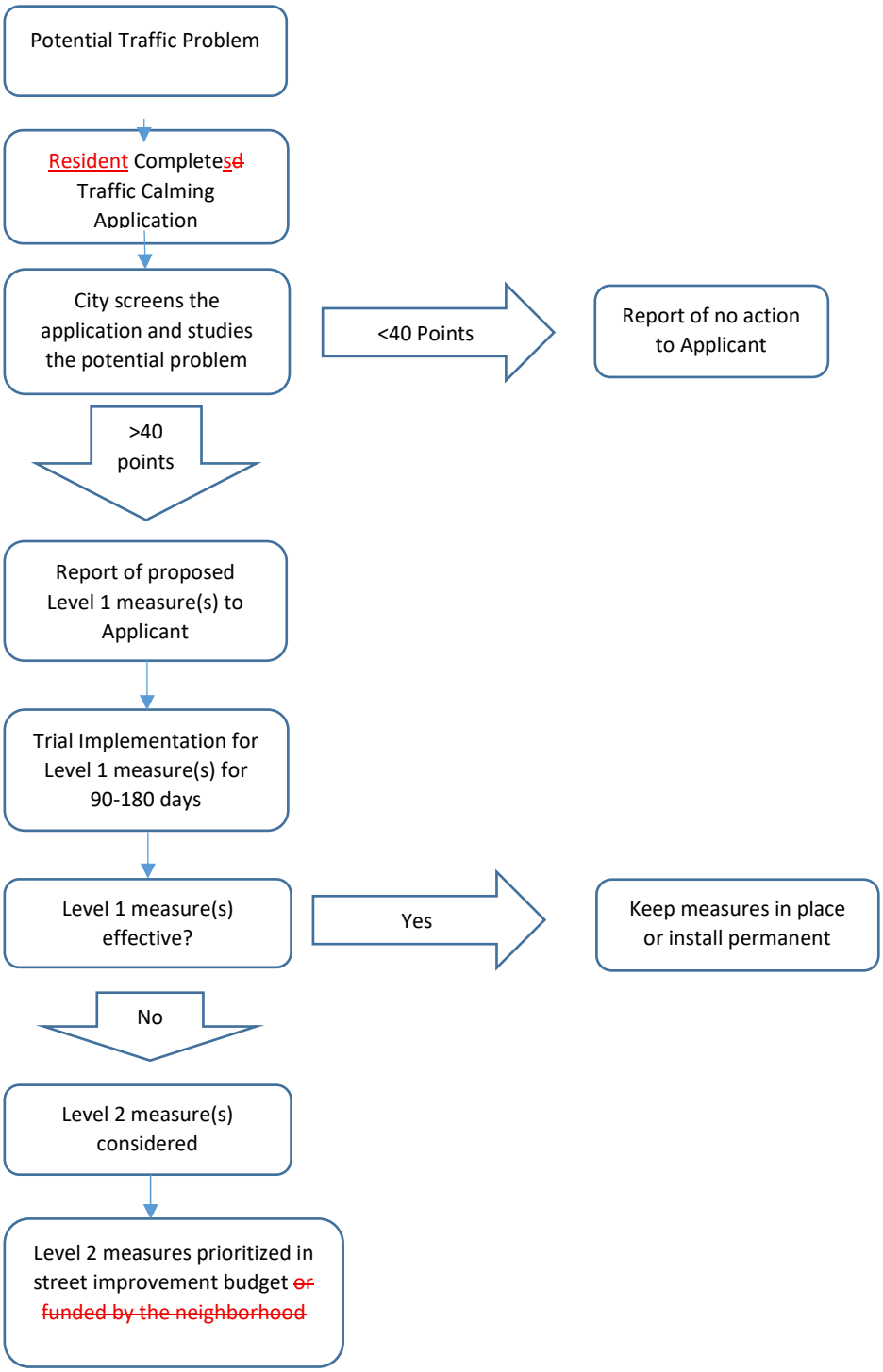
MODIFICATION OR REMOVAL

The City reserves the right to modify or remove any traffic calming device.

Appendix A

Process Flow Chart

Saratoga Springs Traffic Calming Policy Flow Chart



Appendix B

Application

Traffic Calming Application
City of Saratoga Springs

1307 N Commerce Dr. Ste 200
Saratoga Springs, UT 84045
(801) 766-9793~~, ext.137~~

Name:_____ Date: _____

Applicant Street Address: _____

Phone:_____Email: _____

1. Please provide the approximate address to be considered. Indicate the name of the street to be considered and the boundaries of the street segment by identifying nearby intersecting streets (from and to). Attach a separate drawing if needed.

Requested Location: _____

Street Name: _____

From:_____To: _____

2. Please answer the following questions. Attach additional sheets if needed.
   A. Of the items below, which best describes the traffic problem (circle all that apply)?

      Speeding

      High traffic volumes

      ~~Cut-through traffic~~

      Traffic noise Accidents

      Pedestrian Safety (including bicyclists)

      Parking

      Other (please explain)

   B. Of the traffic problems identified in part A, how have these problems been observed?

   C. How often (instances per day) have you observed unsafe instances of pedestrian or bicyclist conditions due to traffic?

   D. What day(s) of the week and time(s) does the problem appear to be the worst?

E. How long has this traffic problem existed?

F. Has anything changed in the neighborhood recently (i.e. new schools, developments, etc.)?

3. Have you contacted the City before about your concerns? If yes, please explain.

4. Is there any additional information or data that might be useful to the City to characterize your concern?

I understand that submitting this application does not guarantee approval for the Traffic Calming Program and ultimately it is the decision of the City of Saratoga Springs.

Applicant's Signature _____ Date_____

~~Appendix C~~

~~Scoring Sheet for Prioritization~~

Scoring Sheet for Prioritization

85th Percentile Speed (40 points maximum) _____*pts*

The 85th percentile speed represents the speed, at or below, 85 percent of the free-flowing vehicles are traveling. Points will be assigned based on the difference between the posted speed and the 85th percentile speed as follows:

0 points, less than or equal to 5 mph difference or (30 mph)
20 points, greater than 5 mph and less than or equal to 7 mph or (32 mph)
25 points, greater than 7 mph and less than or equal to 9 mph or (34 mph)
30 points, greater than 9 mph and less than or equal to 11 mph or (36 mph)
40 points, greater than 13 mph (38 mph+)

Traffic Volume (25 points maximum) _____*pts*

Average Daily Traffic (20 points maximum) _____pts

Points for Average Daily Traffic (ADT) will be assigned as follows:

0 points, less than 400 ADT
5 points, 401 ADT to 800 ADT
10 points, 801 ADT to 1,500 ADT
15 points, 1,501 ADT to 2,500 ADT
20 points, 2,501 ADT +

~~*Peak Hour Volume (5 points maximum)* _____*pts*~~

~~*The percent of daily traffic occurring during the peak hour will be assigned points as follows:*~~

~~*5 points, peak hour of traffic is equal to or greater than 10% of ADT volume.*~~

~~*3-Year Accident Data (20 points maximum)* _____*pts*~~

~~*0 points, 0 to 2 accidents over the last 3 years*~~

~~*10 points, 3 to 5 accidents over last 3 years*~~

~~*20 points, 6 or more accidents over last 3 years*~~

~~*Pedestrian Facilities (5 points maximum)* _____*pts*~~

~~*0 points, if sidewalks are present and continuous on BOTH sides of the street throughout the project limits*~~

~~*2 points, if sidewalks are discontinuous or do not exist on One side of the street throughout the project limits*~~

~~*5 points, if sidewalks are discontinuous or do not exist on both sides of the street throughout the project limits*~~

~~*Sensitive Facilities along the Street (10 points maximum)* _____*pts*~~

~~*Sensitive Facilities: senior centers, libraries, parks, community centers, schools, school-identified safe-walking routes, and sites with significant pedestrian activity.*~~

~~*5 points, at least on sensitive facility along the street.*~~

~~*10 points, more than one sensitive facility along the street.*~~

~~*Total Points Maximum (100)* *Total Score* _____*pts*~~

Appendix ~~D~~C

~~Example Level 1 Measures~~

Pedestrian Crosswalk Installation

Example Level 1 Traffic Calming Measures

Signage



Note

A common request to address speeding is to install STOP signs. While this might seem like a logical solution, it can actually be counterproductive. Drivers go faster between the signs to make up for "lost" time. In addition to speeding, drivers accelerate and decelerate for each sign. A constant vehicle speed is generally safer for both vehicles and other users along a street. So, STOP signs are not used for speed control.

Pavement Markings



Striping reduces the apparent width of existing lanes and creates a feeling of constraint for drivers, which causes them to slow down.

Targeted Law Enforcement

Law enforcement is effective at reducing speeds. But, it is labor intensive.



~~Radar Speed Trailer~~

~~A portable trailer equipped with radar detects the speed of passing vehicles and displays it on a digital display, showing drivers their actual speed versus the posted speed limit. This real-time information promotes compliance with the posted speed limit.~~



Marked Pedestrian Crosswalk Installation

There has been considerable controversy in the United States about whether marked crosswalks increase or decrease pedestrian safety at crossing locations that are not controlled by a traffic signal or stop sign. Many pedestrians consider marked crosswalks as a tool to enhance pedestrian safety and mobility. They view the markings as proof that they have a right to share the roadway, and in their opinion, the more the better. Many pedestrians do not understand the legal definition of a crosswalk and think that there is no crosswalk unless it is marked. They may also think that a driver can see the crosswalk markings as well as they can, and they assume that it will be safer to cross where drivers can see the white crosswalk lines.

-Safety Effects of Marked Versus Unmarked Crosswalk at Uncontrolled Locations FHWA Publication Number: HRT-04-100

Crosswalk - (a) that part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or the absence of curbs, from the edge of the traversable roadway, and in the absence of a sidewalk on one side of the roadway, the part of a roadway included within the extension of the lateral lines of the sidewalk at right angles to the centerline; (b) any portion of a roadway at an intersection or elsewhere distinctly indicated as a pedestrian crossing by pavement marking lines on the surface, which might be supplemented by contrasting pavement texture, style , or color.

-Utah Manual on Uniform Traffic Control Devices

Crosswalk lines should not be used indiscriminately. An engineering study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign.

-Utah Manual on Uniform Traffic Control Devices

To provide guidance for when to install a marked crosswalk Saratoga Springs City will follow the current version of the Utah Department of Transportation (UDOT) Marked Pedestrian Crosswalks Guidelines – supporting information for UDOT Policy and Procedures 60C-27. The version current at the time this policy was adopted has been added to this appendix for reference.

School Crosswalk Zones will be evaluated using the Utah Manual on Uniform Traffic Control Devices (UMUTCD) most recent version.

Division of Traffic & Safety
4501 South 2700 West, Box 143200
Salt Lake City, Utah 84119-3200

UDOT Marked Pedestrian Crosswalks Guidelines

Updated: July 15, 2024

Purpose

To provide supporting information for UDOT Policy and Procedures 06C-27.

UDOT Guidelines

General Guidelines

UDOT Policy 06C-27 provides a framework for identifying locations for marked crosswalks and additional supportive treatments on state highways. These guidelines address details beyond the scope of the policy. Engineering judgment should be used to make final decisions accounting for locations' unique circumstances given the limits of articulating every possible situation in these guidelines.

Study Data Collection

The following data are required to complete a pedestrian study:

- 12 hour pedestrian count data and vehicular/gap data for the peak hour of pedestrian crossings. (Refer to *UDOT Traffic Studies: Data Collection Requirements* and Section 7 of the Utah MUTCD for best practices in collecting data for pedestrian studies)
- Crash data from the five (5) most recent complete and validated years plus any additional data that are not yet complete/validated if available for the study corridor. Pedestrian/bicycle-related and severe crashes should be identified. Details regarding severe pedestrian- and bicycle-related crashes should be summarized in the report.
- Pedestrian crossing studies should evaluate a 600' road segment to ensure potential pedestrians are accounted for and ensure the optimal crossing location is identified.
    - If a specific potential crossing location is studied, 300' on either side of that location should also be counted.
    - If a long corridor is studied, data should be collected in 600' road segments.
    - The 600' distance is a guideline, and field conditions may indicate somewhat shorter or longer segments are more appropriate. Considerations for study segment break points include, but are not limited to, intersections, end of sidewalks, geometric changes, and surrounding land uses.
- Sight distance measurements should be gathered for potential crossing locations.
- The surrounding land uses, their access points, current pedestrian crossing locations, and proximate transit service should be documented.

Study Evaluation Process

Study locations are evaluated through a two-step process:

1. Determine if a marked crosswalk is warranted
    a. Evaluate the location using the flowchart in Figure 1.
    b. For uncontrolled locations, evaluate the location with the Uncontrolled Crossing Location Evaluation Tool (Table 1 and Table 2).
2. Determine if additional supportive treatments are warranted
    a. For uncontrolled locations, review the pedestrian enhancements table (Table 3) to identify if additional treatments are useful or necessary.

i. If additional treatments are appropriate, review the list of example treatments (Table 4) to identify suitable treatments.

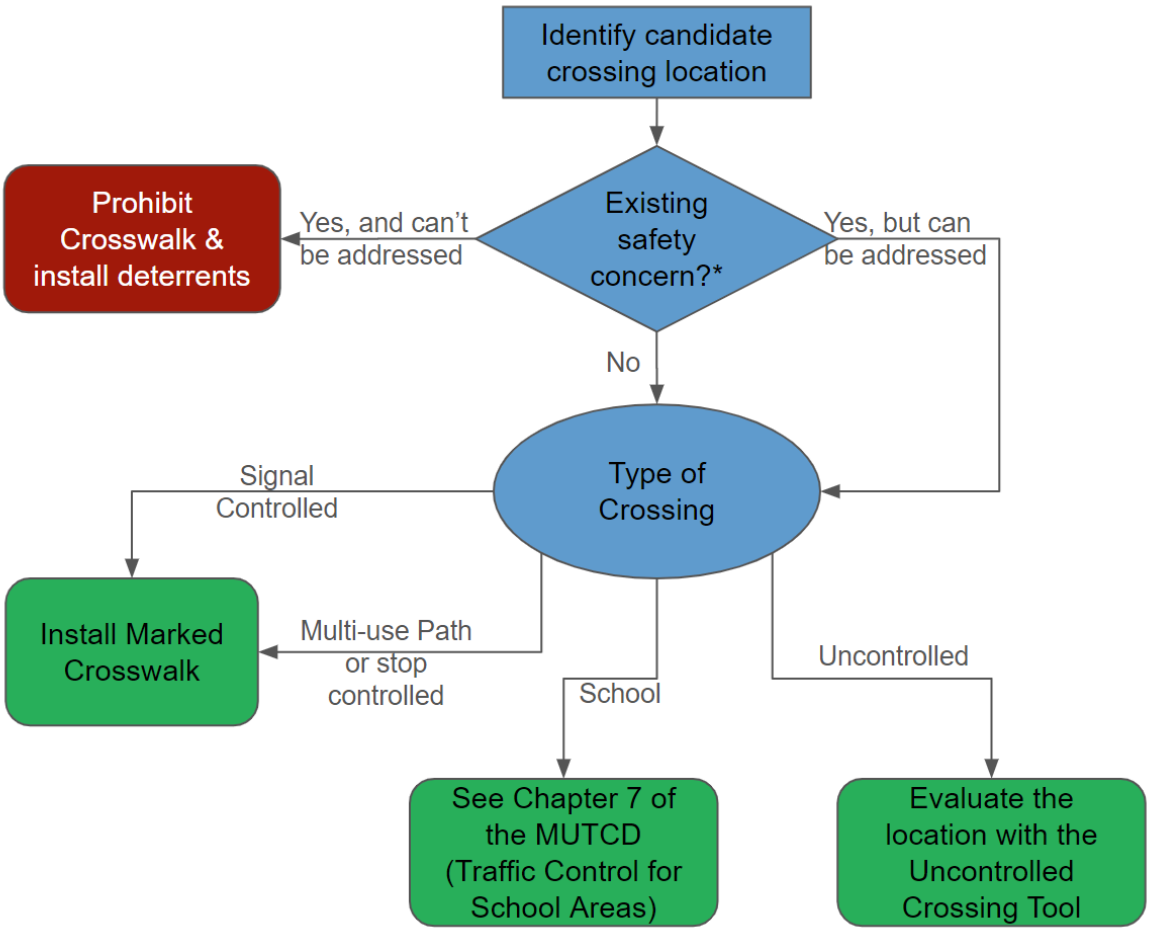
b. For signal controlled locations with an existing safety concern, review the list of example supportive treatments (Table 5).

c. For stop controlled locations with an existing safety concern, review the list of example supportive treatments (Table 6).

Step 1: Determine if a Marked Crosswalk is Warranted

The first step in this process is determining if a marked crosswalk is warranted. Figure 1 outlines the process to determine if a marked crosswalk is warranted on a state highway.

Figure 1: Pedestrian Crossing Location Evaluation Flowchart (Step 1)



* Such as crash history or sight distance limitations.

If a location is at an uncontrolled location, a scoring tool has been developed to evaluate locations for suitability. Table 1 outlines the scoring system for uncontrolled crossing locations. The appropriate number of points are assigned for each category and summed. These steps are outlined below and should be implemented in the associated google sheet.

Table 1: Uncontrolled Crossing Location Evaluation Tool: Points by Category

CRITERIA	ASSIGNED POINTS					
Pedestrian crossings (peak hour)	0	1 - 5	6 - 10	11 - 15	16 - 19	20+
Points	0	2	4	6	10	30
Gaps (peak hour)	121+	61 - 120	31 - 60	11 - 30	1 - 10	0
Points	0	1	2	3	5	10
Highest level of transit along corridor	No Transit	Regular/Limited/ Ski Bus	Frequent Bus	Commuter Rail/Light Rail/Bus Rapid Transit/Streetcar		
Points	0	2	5	10		
Adjacent Land Uses (select all that apply)	Park	Hospital	Library	Senior center	Shopping/ employment center	Other large pedestrian generator
Points	2	2	2	2	2	2
Distance to nearest crossing	≤ 600' *	601' - 1,199'	1,200'+			
Points	0	4	8			
Crash History (non-motorized crashes)	0	1	2	3+		
Points	0	2	5	10		
Are there sight distance issues?	Yes *	No				
Points	N/A	N/A				

** If there are sight distance issues or an existing marked crosswalk within 600', the decision to install a crosswalk should be made during a field review even if the location scores at least 30 points.*

The criteria in Table 1 are:

- **Pedestrian crossings (peak hour):** the number of pedestrians, during the peak hour of pedestrian traffic, crossing the study roadway within the distance defined in the study data collection section. School aged children, elderly, and disabled pedestrians count double towards volume criteria. Projected pedestrian volumes can only be used from approved projects or projects already under construction. Projected volumes should be verified after the project is completed.
- **Gaps (peak hour):** the number of usable pedestrian crossing gaps during the pedestrian peak hour. A usable pedestrian crossing gap is defined in Section 7 of the Utah MUTCD.
- **Highest level of transit along corridor:** The highest level of transit available along the study corridor or through the study intersection should be marked, with Commuter Rail/Light Rail/Bus Rapid Transit/Streetcar the highest, frequent bus service next, and regular bus/limited bus/ski bus service the lowest that scores points. UTA maps show the transit routes and service types.
    - Occasionally there will be transit on an adjacent corridor that is directly served by a crossing on the study corridor. Engineering judgment should be used to determine where this is applicable.
- **Adjacent Land Uses (select all that apply):** include points for any of the noted land uses that would be directly served by this crossing location.
    - Use discretion when determining if a generator is directly served by this crossing location. When performing the site visit are there pedestrians accessing the business? Are there signs of pedestrians crossing the road and accessing the land use (tramped down grass cut-through, etc.)?
    - Judgment is needed based on the location to determine what constitutes a pedestrian generator. For example, in a small rural community a gas station

store/dollar store could be considered a generator if it was clearly producing significant pedestrian traffic, but these uses would likely not be significant pedestrian generators in more suburban or urban areas.
    - **Other large pedestrian generator:** Field observations may identify other land uses which generate significant pedestrian volumes.
- **Distance to nearest crossing:** The distance to the next marked pedestrian crossing along the corridor in feet.
    - Very frequent pedestrian crossings disrupt vehicular traffic flow and can be underutilized. In general, marked crosswalks shouldn't be located within 600' of one another, but some locations have pedestrian demand that justifies more frequent crossings. If the distance to the nearest crossing is less than 600', determine if pedestrians can be routed to the existing crossing before adding a new one. Thus, locations within 600' of an existing crossing that score over 30 points should be evaluated with a field review.
- **Crash History:** Include all non-motorized crashes within the last 5 years of validated crash data within the area included in the data collection. Typically crashes within 300' of either side of a crossing location should be included.
- **Sight Distance Issues:** Determine if stopping sight distances based on the 85th percentile speed meet standards outlined in the current edition of the AASHTO Green Book.

Table 2 documents the point thresholds for the scoring system and their associated outcomes. If a location scores fewer than 20 points, a marked crosswalk is not warranted. If a location scores between 20 and 29 points, a field review should be conducted to determine if a marked crosswalk is appropriate. If a location scores at least 30 points, a marked crosswalk is warranted unless the location has sight distance concerns or is within 600' of the nearest crossing. In those cases, a field review is recommended instead to determine if the sight distance concerns can be addressed or if the crosswalk spacing is appropriate.

Table 2: Uncontrolled Crossing Location Evaluation Tool: Outcome Thresholds

Marked Crosswalk is warranted	≥ 30
Determine during field review	20 - 29
Marked Crosswalk is not warranted	< 20

Step 2a: Uncontrolled locations - Determine if additional supportive treatments are warranted

To support safe crossings, additional treatments are often necessary. Table 3 outlines when additional treatments could or should be installed based on the traffic speed, vehicular volume, and the number of lanes crossed. Additional treatments are also necessary to address existing safety concerns, such as sight distance constraints or notable crash histories. Table 4 lists examples of low-level and high-level treatments to consider. The list of enhancements are not intended to be all-inclusive; other types of enhancements may also be considered. Table 1 (page 16) and Table 2 (page 17) in the FHWA document Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations provide additional information to identify appropriate treatments at uncontrolled crossings for different circumstances. Consider special emphasis crosswalks for all mid-block crossings, trail crossings, high-turn locations, uncontrolled interchange ramps, and crossings with flashing beacons.

Table 3: When to install additional supportive treatments at marked crosswalks (uncontrolled locations)

ROADWAY TYPE (NUMBER OF LANES AND MEDIAN TYPE)	ADT < 9,000			ADT 9,000 to 12,000			ADT 12,000 to 15,000			ADT > 15,000		
	≤ 30 MPH	35 MPH	≥ 40 MPH	≤ 30 MPH	35 MPH	≥ 40 MPH	≤ 30 MPH	35 MPH	≥ 40 MPH	≤ 30 MPH	35 MPH	≥ 40 MPH
TWO LANES	C	L	L	C	L	L	C	L	H	C	L	H
THREE LANES	L	L	L	L	L	L	L	L	H	L	H	H
FOUR OR MORE LANES WITH RAISED MEDIAN	L	L	L	L	L	H	L	L	H	H	H	H
FOUR OR MORE LANES WITHOUT RAISED MEDIAN	L	L	H	L	L	H	H	H	H	H	H	H

** New marked crosswalks alone should not be installed across uncontrolled roadways where the speed limit exceeds 30 mph.*

*** Posted speed limit or 85th percentile speed can be used.*

C = Candidate site for a marked crosswalk
Marked crosswalks alone may be sufficient. Additional enhancements may be considered based on crash history, engineering judgment, and additional considerations.

L = Candidate site for a marked crosswalk with low-level supportive treatments
Marked crosswalks alone are insufficient. An increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. Low level pedestrian enhancements are recommended at these locations. Multiple low level treatments may be considered if crash history or engineering judgment determines they are appropriate. These sites should be closely monitored and enhanced with other pedestrian crossing improvements if necessary. High-level treatments should be considered when merited based on crash history, engineering judgment, or additional considerations.

H = Marked crosswalks alone are insufficient, high-level supportive treatments are necessary
Marked crosswalks alone are insufficient, since the pedestrian crash risk may be increased by providing marked crosswalks alone. High level treatments are required, but they must be warranted. See the Utah MUTCD for the criteria for high level treatments. If a study location does not meet the criteria of any high level treatments, multiple low level treatments are required. If additional treatments are not possible, a crossing should not be installed due to increased safety risk. These sites should be closely monitored and enhanced with other pedestrian crossing improvements, if necessary.

Table 4: Example low-level and high-level supportive treatments for marked crosswalks (uncontrolled locations)

LOW-LEVEL PEDESTRIAN ENHANCEMENTS	HIGH-LEVEL PEDESTRIAN ENHANCEMENTS (Additional criteria for each treatment must be met)
Advanced Pedestrian Warning Signing	Pedestrian Hybrid Beacon (HAWK)
High Visibility Crosswalk	Pedestrian Activated Signal
Median Refuge Island	Overhead School Pedestrian Assembly
Bulb-Outs (Curb Extensions)	
Pedestrian Activated Flashing Beacons (Overhead or Shoulder Mounted)	
Pedestrian Activated Rectangular Rapid Flashing Beacons (RRFBs)	
Reduced Corner Radii	
Split Pedestrian Crossover (SPXO)	
Installation of Yield or Stop Lines with "Yield Here to (Stop Here For) Pedestrians" Signs	
Special Pavement Markings such as "Pedestrian Look Left" or "Watch for Turning Vehicles"	
Install Overhead Lighting	
Install Directional Pedestrian Ramp	
Implement Parking Prohibitions to Improve Pedestrian Visibility	

Step 2b: Signal and stop controlled locations - Determine if additional supportive treatments are warranted

If there is an existing safety concern, such as a limited sight distance or notable crash history, at signal or stop controlled locations, supportive treatments should be considered. Table 5 lists examples of low-level and high-level treatments to consider at signalized locations, and Table 6

lists examples of low-level treatments to consider at stop-controlled locations. The list of enhancements are not intended to be all-inclusive; other types of enhancements may also be considered. Consider special emphasis crosswalks for crossings with pedestrian hybrid beacons.

Table 5: Example low-level and high-level supportive treatments for marked crosswalks (signalized locations)

LOW-LEVEL PEDESTRIAN ENHANCEMENTS	HIGH-LEVEL PEDESTRIAN ENHANCEMENTS (Additional criteria for each treatment must be met)
Advanced Pedestrian Warning Signing	Overhead School Pedestrian Assembly
High Visibility Crosswalk	
Median Refuge Island	
Reduced Corner Radii	
Special Pavement Markings such as "Pedestrian Look Left" or "Watch for Turning Vehicles"	
Install Overhead Lighting	
Install Directional Pedestrian Ramp	
Pedestrian "Scramble" Phase at Signalized Intersections	
Prohibiting Right-Turn on Ted at Signalized Intersections	
Equipping Signals with Early Release or Pedestrian Lead Time	
Installing Countdown Signal Heads	
Increased Pedestrian Crossing Time (Automated in Controlled or Manually via SwitchKey) during Peak Periods	
Implement Parking Prohibitions to Improve Pedestrian Visibility	

Table 6: Example low-level supportive treatments for marked crosswalks (stop controlled locations)

LOW-LEVEL PEDESTRIAN ENHANCEMENTS
Advanced Pedestrian Warning Signing
High Visibility Crosswalk
Median Refuge Island
Bulb-Outs (Curb Extensions)
Reduced Corner Radii
Special Pavement Markings such as "Pedestrian Look Left" or "Watch for Turning Vehicles"
Install Overhead Lighting
Install Directional Pedestrian Ramp
Implement Parking Prohibitions to Improve Pedestrian Visibility

Field Review

If a study determines a marked crosswalk is warranted or should be determined by a field review, a field review should be conducted. If a marked crosswalk is deemed warranted, the purpose of the field review is to ensure no major concerns were overlooked and to determine if any additional treatment is needed to support a safe crossing. If the study concludes installing a marked crosswalk should be determined during the field review, a marked crosswalk may be suitable but the decision should be made at the field review where stakeholders can evaluate the benefits and limitations of the location.

Determining what, if any, supportive treatments should be installed is also determined at the field review. The findings of the pedestrian study are compared to field conditions to determine the feasibility and suitability of recommendations.

Additional Considerations

Many cases have nuances beyond what is outlined in the flow chart and scoring system. Some of these cases are outlined below. If a location is particularly unusual or the outcomes of the

study are unclear, the best course of action is often to perform a field review. In those cases, a CAP-X/SPICE study may also be useful to gain additional insights into safety and vehicular capacity issues at the study location.

Safety Improvements where a marked crosswalk is not warranted

In locations with a history of non-motorized crashes, pedestrian safety improvements should be considered even if a marked crosswalk is not warranted. These improvements could include:

- Speed Management: Calm traffic by narrowing or removing lanes, adding bike lanes, widening sidewalks, providing curb extensions and planting trees. These treatments can be used to slow traffic flow, increase the expectation of pedestrian activity by the driver, and provide infrastructure for non-motorized users.
- Remove and relocate obstructions, add curb extensions, and add illumination to address visibility. Curb extensions place pedestrians within the drivers' field of vision, and allow for a shorter pedestrian crossing distance at the same time.
- Reduce conflicting movements by tightening turn radii, installing median islands to simplify crossings into two steps, eliminating turn lanes or conflicts, or consolidating access points.
- Move bus stops to the downstream side of the crosswalk.

Specific attention should be given to locations where pedestrians are more likely to cross outside of marked crosswalks, such areas with on-street parking, with high land use density, near liquor stores, proximate to bus stops, or near homeless shelters.

Discouraging crossings

Consolidating crossing locations or prohibiting crossing may be appropriate in some locations. Signs often do little to discourage crossings; additional treatment is necessary:

- Remove pedestrian ramps toward an undesired crossing
- Do not use 45-degree angle pedestrian ramps when crossing one of the roads is meant to be discouraged. In that case, construct the pedestrian ramps directly toward the desired crossing.
- Install median fencing
- Install shoulder fencing
- Provide separation between the sidewalk and the roadway with a planted park strip.
- Consider moving transit stops. If a marked crosswalk is not warranted, and a transit stop is generating pedestrian volumes, UDOT should work with UTA to evaluate moving the transit stop to a safer location with a controlled crossing.

Sight Distance issues

Some locations may have sight distance issues that cannot be mitigated. Solutions may include:

- Advanced warning for a pedestrian crossing using either static signs or carefully positioned RRFBs.
- Move the crosswalk and use the measures listed in the section above to discourage crossing at the location with sight distance limitations.

Signalized Intersection Design Manual

Certain supportive treatments are subject to specific guidance, which can be found in the Signalized Intersection Design Manual section 5.3:

- *Pedestrian flashing beacon crosswalks cannot be installed on roadways with a posted speed greater than 45 mph without permission from the Region Traffic Operations Engineer.*
- *Overhead flashing beacons rather than post-mounted beacons are used where the posted speed is greater than 35 MPH.*

Appendix ~~E~~D

~~Example Level 2 Measures~~

Rectangular Rapid Flashing Beacons (RRFB) Selection Table

Example Level 2 Traffic Calming Measures

Raised Intersections

Flat raised areas covering entire intersections, with ramps on all approaches and often with brick or other textured materials on the flat section and ramps.



Center Island Narrowing

Raised islands located along the centerline of a street that narrow the travel lanes at that location.



~~Choker~~

~~Curb extensions at midblock or intersection corners that narrow a street by extending the sidewalk or widening the planting strip.~~



~~Chicane~~

~~A series of narrowing's or curb extensions that alternate from one side of the street to the other forming S-shaped curves.~~



~~Neighborhood Traffic Circle~~

~~Raised islands, placed in intersections, around which traffic circulates.~~



Rectangular Rapid Flashing Beacon (RRFB)

Rectangular Rapid Flashing Beacons (RRFBs) are traffic safety devices designed to increase pedestrian visibility at crosswalks. These devices use high-intensity LED lights that rapidly flash to alert drivers of pedestrians crossing the roadway. RRFBs can be activated either manually by pedestrians or automatically through sensors. While they do not serve as traffic control devices, RRFBs can improve safety by providing a highly visible warning to motorists of pedestrian activity.

A pedestrian-activated and/or bicyclist-activated rectangular rapid flashing beacon (RRFB) may be used to provide supplemental emphasis to pedestrian, school, and trail warning signs at marked crosswalks across uncontrolled approaches.

-Chapter 4L. Rectangular Rapid Flashing Beacons Manual on Traffic Control Devices 11th Edition

The City occasionally receives requests for the installation of RRFBs at crosswalks. To establish a clear standard for when RRFB units should be installed, the following flowchart has been developed, based on established practices from the Federal Highway Administration (FHWA).

If an intersection is identified as a candidate for an RRFB unit, additional engineering studies may be required to determine whether the location meets the necessary criteria for installation.

With exception to crosswalks across at the approach or egress of a roundabout, or crosswalks at free-flow turn lanes separated by a channelizing island, RRFBs shall not be installed at crosswalks across approaches controlled by yield signs, stop signs, traffic control signals, or pedestrian hybrid beacons.

Use this table below to determine the roadway and pedestrian conditions where RRFB's are recommended or should be considered to increase pedestrian safety

Sources: Carmanah Technologies Corp Rectangular Rapid Flashing Beacons Application Guide, Federah Highway Administration, Report No. FHWA-SA-17-072 Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations

LEGEND	
X	= RRFBs are not recommended. If the location is a school zone crosswalk with adult crossing guard, RRFBs could be added
Engineering Judgement	= RRFBs are not recommended, but are an optional enhancement with or following engineering judgement
Consider	= RRFBs are a candidate treatment to improving crossing safety on this roadway if the crossing is experiencing one more more of the following safety issues: -Drivers aren't yielding to pedestrians at the crosswalk -Previous conflicts and/or incidents have occurred at the crosswalk -Visibility of the crosswalk and/or pedestrians is poor
Recommended	= RRFBs are a candidate treatment to improving crossing safety on this roadway

Crossing Distance (e.g. number of lanes)	Median Presence	RRFB Selection Table For consideration only on roundabouts* or uncontrolled marked crosswalks for regional trails								
		1,500<X<9,000 ADT AND 35+ points from children and elderly or 50 points of combined adult, children, and elderly **			9,000<X<15,000 ADT AND 35+ points from children and elderly or 50 points of combined adult, children, and elderly**			X>15,000 ADT AND 35+ points from children and elderly or 50 points of combined adult, children, and elderly**		
		SPEED LIMIT ≤30	SPEED LIMIT 35	SPEED LIMIT 40	SPEED LIMIT ≤30	SPEED LIMIT 35	SPEED LIMIT 40	SPEED LIMIT ≤30	SPEED LIMIT 35	SPEED LIMIT 40
2 Lanes (1 lane each direction)	No	Engineering Judgement	Consider	Recommended	Engineering Judgement	Consider	Recommended	Consider	Consider	X
3 Lanes (1 lane each direction with two-way left-turn lane)	Yes	Engineering Judgement	Consider	Recommended	Consider	Recommended	Recommended	Consider	Recommended	X
	No	Consider	Consider	X	Consider	Recommended	X	Consider	X	X
4+ Lanes (2 lanes or more in each direction)	Yes	Consider	Consider	X	Consider	Recommended	X	Recommended	X	X
	No	Consider	Consider	X	Consider	Recommended	X	Recommended	X	X

* For a roundabout, only 1 northbound/southbound leg of the intersection and 1 eastbound/westbound leg of the intersection can be potential candidates for the RRFB Selection Table.

** Points are determined based on completing a study following the UDOT Marked Pedestrian Crosswalk Guidelines Updated July 15,2024.

Appendix ~~F~~E

Frequently Asked Questions

Frequently Asked Questions

Q: What is traffic calming?

A: Traffic calming is the use of roadway geometrics and other physical measures to reduce unwanted effects of vehicular traffic, including excessive speeds, volumes, and noise.

Q: How do I request traffic calming for my street?

A: Complete a Traffic Calming Application and submit it to the City. The application may be printed from the City website or obtained at the City offices.

Q: Why is there such a long process? Can't the City just come and install these devices?'

A: The City has an established Policy under which these requests can be evaluated. The City has limited funding available for traffic calming and prioritizes projects accordingly. A neighborhood can elect to pay the costs to construct a prescribed measure on streets that score at least 40 prioritization points.

Q: Do residents who do not live on a roadway in question, but who use that same street to get to and from their house, get a "say" in whether traffic-calming measures are implemented?

A: No. People who regularly use the street, but don't live on it, are far less likely to favor traffic-calming measures. On the other hand, people who live on the subject street have to live with the adverse effects of traffic problems.

Q: Are certain traffic calming measures better than others?

A: There isn't one best measure. Each has its pros and cons. Each situation will be evaluated and the best measure for the area, desired outcome, and feasibility will be considered.

Q: What is the 85th percentile speed?

A: The speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point.

Q: Can a crosswalk design that simulates 3-dimensional (3-D) objects in the roadway be installed?

A: As a result of demonstrated safety concerns the Federal Highway Administration (FHWA) is no longer considering field experimentation with "3-D" crosswalk designs. The FHWA had previously approved field experimentation with "3-D" markings until one such experiment showed unintended – and potentially dangerous – effects. A significant percentage of drivers swerved upon seeing the markings, perhaps perceiving them to be real raised objects on the roadway.
-Manual on Uniform Traffic Control Devices (MUTCD) Part 3 – Markings: Frequently Asked Questions

RESOLUTION NO. R25-61 (11-18-25)

A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH, AMENDING THE CITY OF SARATOGA SPRINGS TRAFFIC CALMING POLICY.

WHEREAS, the City of Saratoga Springs operates and maintains public roadways; and

WHEREAS, the City Engineer is responsible for planning street modifications in the city including, but not limited to, traffic calming measures; and

WHEREAS, this traffic calming policy provides guidelines for the application of traffic calming on public roadways following established policies, standards, and general engineering practices to ensure fair consideration and application of traffic calming measures; and

WHEREAS, the City Council finds that amendment of the policy serves the public interest, promotes public health, safety, and welfare, and contributes 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 City of Saratoga Springs does hereby amend the policy, 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 18th Day of November, 2025

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

Exhibit A

City Council
Staff Report

Author: **Spencer Quain, Budget Administrator**
Subject: **Fee Schedule Update**
Date: **November 18th, 2025**
Type of Item: **Resolution**

Summary Recommendation: Staff recommends approval of the following by resolution amending the Fee Schedule for the fiscal year 2025-26, effective January 1st, 2026.

Garbage/Recycling Rates

A. Topic

This is an amendment to the Fee Schedule. Specifically, the Garbage/Recycling Cans rates.

B. Background

Republic Services and Bayview both raised fees on July 1st, 2025.

The City's current rates:

	Current City Rates (monthly)
1st Garbage Cans	$16.05
Additional Garbage Cans	$16.05
Additional Recycling Cans	$5.30

C. Analysis

To ensure that the City's Garbage Fund remains healthy while covering the increased fees from Republic Services and Bayview, Staff recommends that Council update the Cities 1st Can Fee, the Cities additional Garbage Can Rates and the Additional Recycling Can Fee, as shown below.

	Current City Rates	Fee Increase	New Rates
1st Garbage Cans Rate	$ 16.05	$0.40	$16.45
Additional Garbage Cans Rate	$ 16.05	$0.40	$16.45
2nd Recycling Cans Rate	$ 5.30	$0.40	$5.70

D. Recommendation: Staff recommends Council adopt the new rates and the attached fee resolution adjusting rates for the Garbage Fund, effective January 1st, 2026.

RMP Advancement Light Fee

A. Topic

This is an amendment to the Fee Schedule. Specifically, the Rocky Mountain Power Advancement Fee.

B. Background

When new streetlights are installed, Rocky Mountain Power (RMP) requires the Developer to pay an advancement fee per light. This fee covers RMP's cost for installation, materials, and service initiation, and is billed by RMP afterwards. While the City has historically collected this fee after installation, it often requires significant effort, particularly if construction complications arise.

To improve efficiency and predictability, Staff recommends establishing a standard advancement fee within the Fee Schedule to be collected upfront as an estimated fee.

C. Analysis

The proposed fee is intended to align with the estimated cost charged by RMP for new or additional streetlights and to streamline cost recovery for both developers and City projects. This update replaces the current practice of billing after work is completed with an upfront estimated fee, providing administrative efficiency.

	Current Fee	Proposed Fee
Rocky Mountain Power Advancement Fee (per light)	Billed after completion	$200 (estimated, paid upfront)
Each Additional Light	Billed after completion	$200 (estimated, paid upfront)

D. Recommendation

Staff recommends that Council adopt the new Rocky Mountain Power Advancement Fee collected upfront and approve the attached fee resolution amending the Fee Schedule for the fiscal year 2025–26, effective January 1st, 2026.

PID Application Fee

A. Topic

This is an amendment to the Consolidation Fee Schedule. Specifically creating a new fee for PID (Public Improvement District) applications.

B. Background

The City is seeing continued interest from various developers in creating PIDs in the City. The creation of PIDs requires staff and/or consultant time/services. The City seeks to cover the cost of servicing PID applications by instating an application fee.

C. Analysis

The City has determined that an application fee of $5,000 will cover the expenses for individual PID applications.

Fee	Rate (new)
PID Application Fee	$5,000

D. Recommendations

Staff recommends Council adopt the new rates to cover the increase in costs from PID applications and the attached fee resolution adjusting rates, effective January 1st, 2025

<u>Sewer Rates</u>

A. Topic

This is an amendment to the Consolidated Fee Schedule. Specifically the Sewer Fee.

B. Background

Timpanogos Special Service District (TSSD) is planning to raise their rates, by $0.74 per 1,000 gallons, effective January 1st, 2025. The City plans to increase their rates accordingly to cover the increased costs to the City.

The City's current rates

	City Sewer Rates
Residential Base Rate	$37.06
3,001 to 7,000 Culinary Gallons used (residential)	$5.60 per 1,000 gallons
7,001 to 12,000 Culinary Gallons used (residential)	$5.82 per 1,000 gallons
12,001 + Culinary Gallons used (residential)	$5.99 per 1,000 gallon
Non-Residential	$5.35 per 1,000 gallons

C. Analysis

To ensure that the City's Sewer Fund remains healthy while covering the increased user fees from Timpanogos Special Service District, Staff recommends that Council update sewage treatment fees, as shown below. The increase in rates shown below are only to cover the increase in rates from Timpanogos Special Services District.

	City Sewer Rates	Fee Increase	New Rates
Residential Base Rate (Covers first 3,000 gallons)	$37.06	$2.22 ($0.74 for every 1,000 gallons covered	$39.28

		in the base rate. 1,000 times 3 equals $2.22)	
3,001 to 7,000 Culinary Gallons used (residential)	$5.60 per 1,000 gallons	$0.74 per 1,000 gallons	$6.34 per 1,000 gallons
7,001 to 12,000 Culinary Gallons used (residential)	$5.82 per 1,000 gallons	$0.74 per 1,000 gallons	$6.56 per 1,000 gallons
12,001 + Culinary Gallons used (residential)	$5.99 per 1,000 gallons	$0.74 per 1,000 gallons	$6.73 per 1,000 gallons
Non-Residential	$5.35 per 1,000 gallons	$0.74 per 1,000 gallons	$6.09 per 1,000 gallons

D. Recommendations

Staff recommends Council adopt the new rates to cover the increase in costs from Timpanogos Special Service District and the attached fee resolution adjusting rates, effective January 1st, 2025.

<u>Library Fees</u>

A. Topic

This is an amendment to the Fines and Fees in the consolidated fee schedule to accompany the updated Library Planning and Policy Manual.

B. Background

As explained along with the policy update, this includes:

- The Non-resident account was increased.
- Proctoring fees were removed.
- Printing costs were increased and clarification was added for double-sided copies.

C. Analysis

See exhibit A.

D. Recommendations

Staff recommends City Council adopt by ordinance the updated Library Fines and Fee Schedule as shown in exhibit A.

LIBRARY

~~i.~~ Card Fees~~.~~

Type	Amount
Non-resident Account, 6 Months	$50.00
Non-Resident ~~Card~~Account, 1 year	$~~80~~100.00
Replacement Card	$ 3.00

~~ii.~~ Material Fines.

Material Fines

Materials must be returned to the Library by the close of business on the date an item is due to avoid late fines. Fines will not be assessed on Sundays, holidays or days the Library is closed.

Type	Loan Period	Fine Per Day
Audio Books	21 days	$ 0.25
Books	21 days	$ 0.25
DVDs	7 days	$ 0.50
Equipment	14 days	$ 0.75
Inter-Library Loans	As determined by the lending ~~Library~~library	As determined by the ~~Lending~~ lending ~~Library~~library
Kits	21 days	$ 0.25
Launchpad's	14 days	$ 0.75
Library of Things	14 days	$ 0.75
Recreation Equipment	14 days	$ 0.75
Video Games	7 days	$ 0.50

~~iii. Proctoring Fee.~~

~~1. Resident: A free appointment can be scheduled 48 hours in advance and is based on availability. If an appointment is not made 48 hours in advance, residents will be required to pay a $10.00 fee per exam.~~

~~2. Non Residents: Proctoring is available for non-residents who register for and purchase a non-resident library card. An appointment is required 48 hours in advance and is based on availability. If an appointment is not made 48 hours in advance, non-residents will be required to pay an additional $10.00 fee per exam for late notice.~~

~~iv.~~ Damaged Items, Lost Items, and Processing Fees~~.~~

LIBRARY

Type	Amount
Damage: Audio Book Case - Multi-Disk Ringed Case	$ 8.00
Damage: Irreparable	Current replacement cost plus $5.00 processing fee
Damage: Media Case – Multi-Disk	$ 2.50
Damage: Media Case – Single Disk	$ 1.00
Lost Item	Current replacement cost plus $5.00 processing fee
Processing Fee: Barcode	$ 2.00
Processing Fee: Damaged Item	$ 5.00
Processing Fee: Lamination	$ 3.00
Processing Fee: Lost Item	$ 5.00
Processing Fee: Spine Label	$ 1.00
Processing Fee: RFID Tag	$ 2.00

~~v. Equipment, Kits, Launchpads, Library of Things, or Recreation Equipment~~ **Returned in Book Drop Fee**~~.~~

Equipment, Kits, Games, Launchpads, Literacy Sets, or Recreation Equipment returned in the book drop will be charged a $5.00 fee for each item. If damage to the item is discovered by Library employees, these additional costs will be added to the customer's account.

~~$5.00 for each item returned. If damage to the device is discovered by Library staff, these costs will be added to the customer's account.~~

~~vi.~~ **Collection Agency Fee**~~.~~ This fee of $20.00 will be charged for accounts with more than $50.00 in lost or damaged items that are not paid within 90 days of the 30 day overdue notice being issued. The account will then be sent to a collection agency.

Payment Plans: If the cardholder works with ~~Library staff~~designated member of staff indicated in their overdue notices to establish a payment plan prior to the account being sent to collections, no collection agency fee will be charged and the account will not be sent to collections, as long as the payment plan is followed. They will be unable to resume use of their library card until the balance on their account is less than $10.00.

~~vii.~~ **Inter Library Loan Postage Fee**~~.~~ This fee is $3.00 or the postage cost, whichever is greater, will be charged for items which are borrowed from other libraries and postmarked back to the originating library.

~~viii.~~ **Printing**~~.~~ ~~The cost to print from public computers or our wireless printing portal is $0.10 per page using black ink or $0.25 per page using color ink.~~ The cost to print is $0.20 per page using black ink or $0.50 per page using colored ink. If double sided copies are printed, the cost to print is $0.40 per page in black ink or $1.00 per page in color ink. Printing shall only occur on paper provided by the Library.

Refunds~~.~~

~~If lost items are paid for and then found by the customer and returned to the Library within 60 days of their due date, the Library will refund the cost of the item, but not the charge for fines. After a 60 day period, no refunds will be granted and any returned items will be considered donations to the Library.~~

If a customer has paid for a lost item and returns the item within 30 days of payment, the Library will refund the cost of the item, but not the processing fee or any late fines.

Customers will be required to bring the lost item to the Circulation Desk at the Library during open hours to assess the item for damage. If the item is found to be undamaged, an employee will process a refund request for the item. The customer will be asked to identify if they would like their refund applied as credit on their account or through a check mailed by the City.

Fine Waivers~~.~~

1. ~~i.~~ The Saratoga Springs Public Library Advisory Board reserves the right to authorize the Library to allow customers who make specific donations to waive outstanding fines. This may happen during designated dates, which shall not exceed 14 days in a calendar year.
2. ~~ii.~~ Fines up to $2.00 may be waived at the discretion of the Library staff and up to $50.00 may be waived at the discretion of the Library Director.
   ~~1.~~a For fines above $50.00, the City Council delegates authority to the City Manager to exercise discretion to waive fines or fees on a case-by-case basis.
3. ~~iii.~~ Customers can apply for a fine forgiveness program once every 36 months based on demonstration of a medical or financial hardship for the adult account holder or co-signer.

1. ~~1.~~ This program can allow for the forgiveness of a portion of the overdue fines. All items must be returned or replacement cost and processing fees must be paid.
   a. ~~a. Items that are returned more than 60 days overdue or that the Library has repurchased, are ineligible to have the replacement cost removed from the account and will be treated as donations to the Library following the Collection Development Policy.~~
   b. ~~2.~~ Customers ~~will fill ou~~ must fill out~~t~~ an application for fine forgiveness within 120 days of the 30 day overdue notice being issued or within 120 of the fine's accrual date, whichever occurs first, to qualify for the program.
   c. ~~3.~~ Adjustments will be calculated as follows: customers will pay for 50% of total of overdue fines. For example, if the customer owes $200.00, they will be responsible for $100.00.
   d. ~~4.~~ Customers can make payments until the amount has been paid in full with the minimum monthly payment of either 10% of the adjusted fine or $5.00, whichever is greater. They will be unable to resume use of their library card until the balance on their account is less than $10.00.

~~iv. Fees for Lost or Damaged Items can be paid, or Library users may request permission to purchase the exact same item to replace the damaged item. Replacement items will only be accepted with prior approval from the Library Director or designee, if they are new and constructed with the same binding as the original~~

~~item owned by the Library. If the item is a paperback, there will be an additional processing fee to cover the cost of re-laminating the item.~~

~~Refunds.~~

~~If lost items are paid for and then found by the customer and returned to the Library within 60 days of their due date, the Library will refund the cost of the item, but not the charge for fines. After a 60 day period, no refunds will be granted and any returned items will be considered donations to the Library.~~

~~Collections.~~

~~In the case of customer failure to return materials, the Library may disclose circulation information to a collection agency hired to secure the return of, or payment for, Library materials. A fee of $20.00 will be charged for accounts with more than $50.00 in lost or damaged items that are not paid within 120 days. The collection agency considers all information confidential and does not sell or share any customer information. In the case of Library materials obtained by means of theft or fraud, the Library may disclose information to law enforcement officials.~~

Ordinance 25-##(11-18-25)

Res. R18-9 (2-6-18); R19-67 (12-3-19); R21-8 (2-2-21); R22-29 (5-17-22)

RESOLUTION NO. R25-60 (11-18-25)

A RESOLUTION AMENDING THE CITY OF SARATOGA SPRINGS CONSOLIDATED FEE SCHEDULE FOR FISCAL YEAR 2025-2026 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend various rates in the City's current Consolidated Fee Schedule; and

WHEREAS, pursuant to state law, the City Council has conducted a public meeting on the proposed fee amendments; and

WHEREAS, in the attached staff report dated, November 18th, City Staff has proposed plans for amending the sewage treatment, garbage rates, PID application fees, Library fees and RMP Advancement Light Fee, and

WHEREAS, the City Council has determined that an amendment to the Consolidated Fee Schedule is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

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

1. The City of Saratoga Springs does hereby the recommended new rates in the attached staff report as the amended sewage treatment, garbage rates, PID application fees, Library fees, and RMP Advancement Light Fee in the Consolidated Fee Schedule.
2. City Staff is directed to update the sewage treatment, garbage fees, PID application fees, Library fees, and RMP Advancement Light Fee in the Consolidated Fee Schedule consistent with this Resolution.

BE IT FURTHER RESOLVED that the amended fees and this resolution shall take effect starting January 1st 2025.

Passed on the 18th day of November, 2025

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., Public Works Director
Subject: Fox Hollow IFD Reimbursement Agreement
Date: November 18, 2025
Type of Item: Reimbursement Agreement

Description:

A. **Topic:** This item is for the City Council's consideration and approval of a Reimbursement Agreement between the City of Saratoga Springs ("City") and the Fox Hollow Infrastructure Financing District ("District"). The agreement establishes the terms under which the City will provide reimbursement for the installation of certain sewer system improvements that provide capacity and benefit to areas beyond the Fox Hollow development.

B. **Background:** The Fox Hollow Infrastructure Financing District was created under Utah law to finance and construct certain infrastructure improvements required to serve the development and to provide additional system-wide capacity that benefits other areas of the City. As part of the Fox Hollow project, the District is constructing sewer system improvements ("System Improvements") that exceed the needs of the project and qualify as reimbursable system improvements under City and State impact fee provisions.

C. **Analysis:** The Reimbursement Agreement outlines the total eligible reimbursable amount of $10,752,176.10, which represents the verified estimated cost of the System Improvements as detailed in Exhibit A of the agreement. The City's reimbursement obligation will be fulfilled through a combination of sewer impact fee credits and direct reimbursement payments from the City's sewer impact fee fund, subject to verification of quantities, compliance with City standards, and availability of funds.

D. **Fiscal Impact:** Reimbursements under this agreement will be funded from credits that can be used to offset the City's sewer impact fees, consistent with applicable Utah Impact Fees Act requirements. The total reimbursement amount is $10,752,176.10, which will be made available primarily through impact fee credits but could also include direct reimbursement payments as verified and approved by City staff and the City Council.

E. **Recommendation:** Staff recommends approval of the attached Reimbursement Agreement between the City of Saratoga Springs and the Fox Hollow Infrastructure Financing District for the installation of sewer system improvements as described herein.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (hereinafter "Agreement") is made and entered into as of the ___ day of November, 2025, by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation, (the "City"), and FOX HOLLOW INFRASTRUCTURE FINANCING DISTRICT, a Utah political subdivision (the "District").

RECITALS:

WHEREAS, owners of property within the boundaries of the District are now or in the future will be developing subdivisions within the City (collectively, the "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 the Project and provide a benefit to the City and to other property within the City; and

WHEREAS, District has been created under Utah law for the purpose of completing, and has agreed to complete, certain sewer system improvements, or portions thereof, in connection with the Project, that are above and beyond what are required to service the Project and that provide a benefit to the City and to other property within the City ("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 District reimbursements as consideration and in full and complete satisfaction of any additional expenses incurred by District 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 District may have against the City with respect to the installation of all sewer improvements for the Project, whether or not such improvements are System Improvements, District 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 sewer improvements required for the Project. District agrees to comply with the provisions in this Agreement, to install the System Improvements in a timely manner, and to grant City and other developers reasonable and convenient access at no charge to said System Improvements except for the reimbursements and credits contemplated by this Agreement.

2. SYSTEM IMPROVEMENTS; REIMBURSEMENT AMOUNT

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

Subject to the terms of this Agreement, District shall receive a reimbursement for the total eligible reimbursable expenses of **$10,752,176.10** ("Reimbursement" or "Reimbursement Amount") as satisfaction in whole of City's obligations under this Agreement and with respect to the installation 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, District and City agrees as follows:

A. Reimbursement shall be primarily based upon the unit prices and quantities specified in **Exhibit A**. **Exhibit A** represents anticipated 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 (the "Verified Costs"). In no case shall the City be obligated to reimburse District for an item until reasonable 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 District for expenses that exceed one hundred ten percent (110%) of the Reimbursement Amount without City Council approval, which approval shall be promptly pursued in good faith if District exceeds 110% of the Reimbursement Amount and provides reasonable evidence of such additional costs subject at all times to the City Council's legislative discretion. Further, in no case shall City reimburse District for any labor, products, tools, equipment, plant, transportation, services, incidentals, erection, installation costs, overhead, or any item not listed in **Exhibit A**, unless otherwise approved by the City. The Reimbursement Amount shall not include any costs or expenses that are not directly attributable to the design, construction, or installation of the approved System Improvements, including, but not limited to, routine maintenance, corrective work due to negligence or willful misconduct, costs arising from errors or omissions in project management, or any remedial or replacement work necessitated by defective, substandard, or non-conforming workmanship, materials, or methods. For the avoidance of doubt, upon the City's acceptance of the System Improvements, the City shall be responsible for all maintenance and general upkeep of the System Improvements. Prior to reimbursement, the following requirements must be met:

   i. District shall submit a request for reimbursement in writing after full installation.

ii. Prior to any reimbursement, District 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 from the date of final acceptance by the City, 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, District shall deliver a certified set of as-built plans (in both paper and electronic format) along with the Verified Costs of construction of the System Improvements.

v. City shall first issue sewer impact fee credits for up to the Reimbursement Amount to the District, which credits may be further transferred by the District to the owners of property within the boundaries of the District. If the Reimbursement Amount exceeds sewer impact fees owed with respect to property within the boundaries of the District, then in addition to such sewer impact fee credits, the City shall issue payment to District for the remaining difference, subject to previously-executed reimbursement agreements for other sewer impact fee projects, the availability of impact fee funds, and all City policies and state law requirements with respect to budgeting for capital expenses. District understands, acknowledges, and agrees that City has preexisting reimbursement obligations pursuant to other reimbursement agreements executed prior to this Agreement to which District's rights are subordinate. Notwithstanding the foregoing, until the full Reimbursement Amount is received by District, the City agrees that it will not enter into any reimbursement agreement with any developer of sewer system improvements within the City which include more favorable terms to such developer than the terms of this Agreement, including but not limited to more favorable terms relating to the timing or other funding of impact fee reimbursements, unless the City Council determines that a legitimate public interest exists to do so.

B. As an express condition of this Agreement, District shall grant City and other developers reasonable and convenient access at no charge (except as provided in Section 3(A)(v) above) to the System Improvements listed in this Agreement through the granting of express easements or other instruments deemed necessary by City. District 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 System Improvements contemplated by this Agreement.

C. If assessment liens under the Utah Infrastructure Financing District Act allocable to any plat within the Project are not paid in full prior to plat recordation, the impact fee credits hereunder shall transfer, consistent with the first sentence of Section 3(A)(v) above, to the individual lots within such plat in an amount necessary to fully satisfy each lot's sewer impact fee obligations due at building permit, with any excess credits remaining available to the District for future use or transfer.

D. For any impact fees funds provided to District after impact fee credits are exhausted, reimbursements paid by the City shall be paid to the District in care of the bank appointed to serve as bond trustee for the District's bond proceeds. The bond trustee shall apply such reimbursement amounts solely to reduce the District's outstanding bond balances, to repay special assessment bond proceeds for sewer related costs, and/or to reimburse any developer and/or other property owner that has been assessed a fee, with such bond trustee applying such amounts in this manner in a proportionate manner to fairly allocate all reimbursement amounts to the Project area.. A separate agreement may be entered into between the District and property owners within the Project area with respect to the manner of applying such reimbursements.

4. NON-WAIVER OF FEES

Nothing in this Agreement shall be interpreted to mean that District is not responsible for the payment of all applicable review, application, inspection, and impact fees (subject to sewer impact fees credits issued by the City, as provided in Section 3(a)(v) above) due at the time of application submittal, plat recordation, or building permit issuance, as applicable. District shall pay and be subject to 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.

5. MUTUAL RELEASE OF CLAIMS

In return for the Reimbursement and installation of the System Improvements as contemplated by this Agreement, 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, managers, members, and former elected officials, officers, agents, servants, employees, managers, and members 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 the System Improvements, including but not limited to any claims for impact fee credits, illegal exactions, reimbursements, or credits because of District's installation of the System Improvements.

6. DISTRICT REPRESENTATIONS

As an express condition of this Agreement, the District represents that it:

A. has the power and authority to enter into and perform this Agreement and voluntarily enters into it of its own free will;
B. is the sole owner of the Project and is solely entitled to the consideration in this Agreement;
C. except as otherwise set forth herein, has not transferred, assigned, or sold, or promised to transfer, assign, or sell its interest in the Project;
D. has had ample opportunity to review this Agreement with legal counsel;
E. shall deliver the System Improvements to the City free and clear of any liens or claims, and shall indemnify, defend, and hold harmless the City with respect to contractor, subcontractor, or other similar third-party claims asserted against the City for compensation or reimbursement with respect to work performed in connection with the installation of such System Improvements; and
F. has performed all company formalities to execute this Agreement.

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 District:

Fox Hollow Infrastructure Financing District
c/o SCP Fox Hollow, LLC
1216 W. Legacy Crossing Blvd., Suite 300
Centerville, UT 84014
Attn: Mitch Vance
Email:mvance@jfisherco.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. is a legally incorporated entity;
C. has performed all corporate formalities to execute this Agreement; and
D. accepts the consideration set forth herein is in full accord and satisfaction of claims which it may have with respect to the subject matter.
E. District acknowledges that its only source of reimbursement from the City for the System Improvements are the impact fees credits and reimbursements described herein, and the District waives all claims against the City for reimbursement from any other source.

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.

10. GOVERNMENTAL IMMUNITY

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

11. MISCELLANEOUS PROVISIONS

A. If, after the date hereof, any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable; provided however, that if any provision relating to the City's reimbursement obligations is held invalid, the parties shall promptly negotiate in good faith to replace such provision with a valid provision that most closely approximates the economic benefits intended by the original provision subject at all times to the City Council's legislative discretion. 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. This Agreement and release given hereunder shall be effective upon execution by both parties.

[Remainder of Page Intentionally Left Blank.]

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

DISTRICT

FOX HOLLOW INFRASTRUCTURE FINANCING DISTRICT

By: Mitchell Vance

Its: Chairman / authorized representative

State of Utah)
:ss
County of ~~Utah~~ DAVIS)

On this 13 day of NOVEMBER, 2025, personally appeared before me MITCHELL VANCE, 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 FOX HOLLOW IFD, ~~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.

Tony Hill
Notary Public
State Of Utah
My Commission Expires 05/07/2028
736792

_____
Notary Public

EXHIBIT A

DESCRIPTION OF SYSTEM IMPROVEMENTS
(Including Bid)

Saratoga Springs Sewer IFD Cost Estimate

Item	Cost	Budget Type
S2.6 and S2.7 Hard Cost	$ 3,650,000.00	Bid
Lift Station Hard Cost	$ 6,520,000.00	Bid
SWPPP	$ 30,000.00	Estimated
Permits	$ 63,000.00	Estimated
Power	$ 600.00	Bid
Special Inspections	$ 7,000.00	Estimated
Soils Testing and Monitoring	$ 10,000.00	Estimated
Lift Station Design	$ 206,400.00	Contracted
S2.6 Upsizing Design	$ 53,800.00	Contracted
S2.7 Upsizing Design	$ 35,250.00	Contracted
Lift Station Third Party Review	$ 119,800.00	Contracted
Upsizing Third Party Review Fee	$ 10,000.00	Estimated
ALTA	$ 4,800.00	Contracted
FLEP Preparation	$ 5,000.00	Contracted
Landscape Architect	$ 600.00	Contracted
Pot Hole Utilities	$ 5,426.10	Contracted
Reimbursement Agreement Legal	$ 9,000.00	Contracted
Benefit Study	$ 15,000.00	Contracted
Appraisal	$ 6,500.00	Contracted
Total	**$ 10,752,176.10**	

Note: Additional upsizing projects anticipated to be incorporated upon City approval.

RESOLUTION NO. R25-64 (11-18-25)

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

WHEREAS, the Fox Hollow Infrastructure Financing District ("District") is a Utah political subdivision created under Utah Code Title 17B, Chapter 2a, Part 13 to finance and construct public sewer improvements within the City, specifically a sewer pump station and related improvements ("Project"); and

WHEREAS, the Project will benefit the larger community and meets the definition of system improvements in Utah Code § 11-36a-102; and

WHEREAS, Developer has agreed to complete the Project within a timely manner per the City's specifications for public improvements and to convey the Project to the City without cost and without any encumbrances; and

WHEREAS, because the Project provides benefits to the City at large and meets the definition under Utah impact fee law as system improvements, the City wishes to provide District reimbursements as consideration and in satisfaction in whole of expenses incurred by District.

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 18th day of November, 2025.

City of Saratoga Springs

_____
Mayor

Attest:

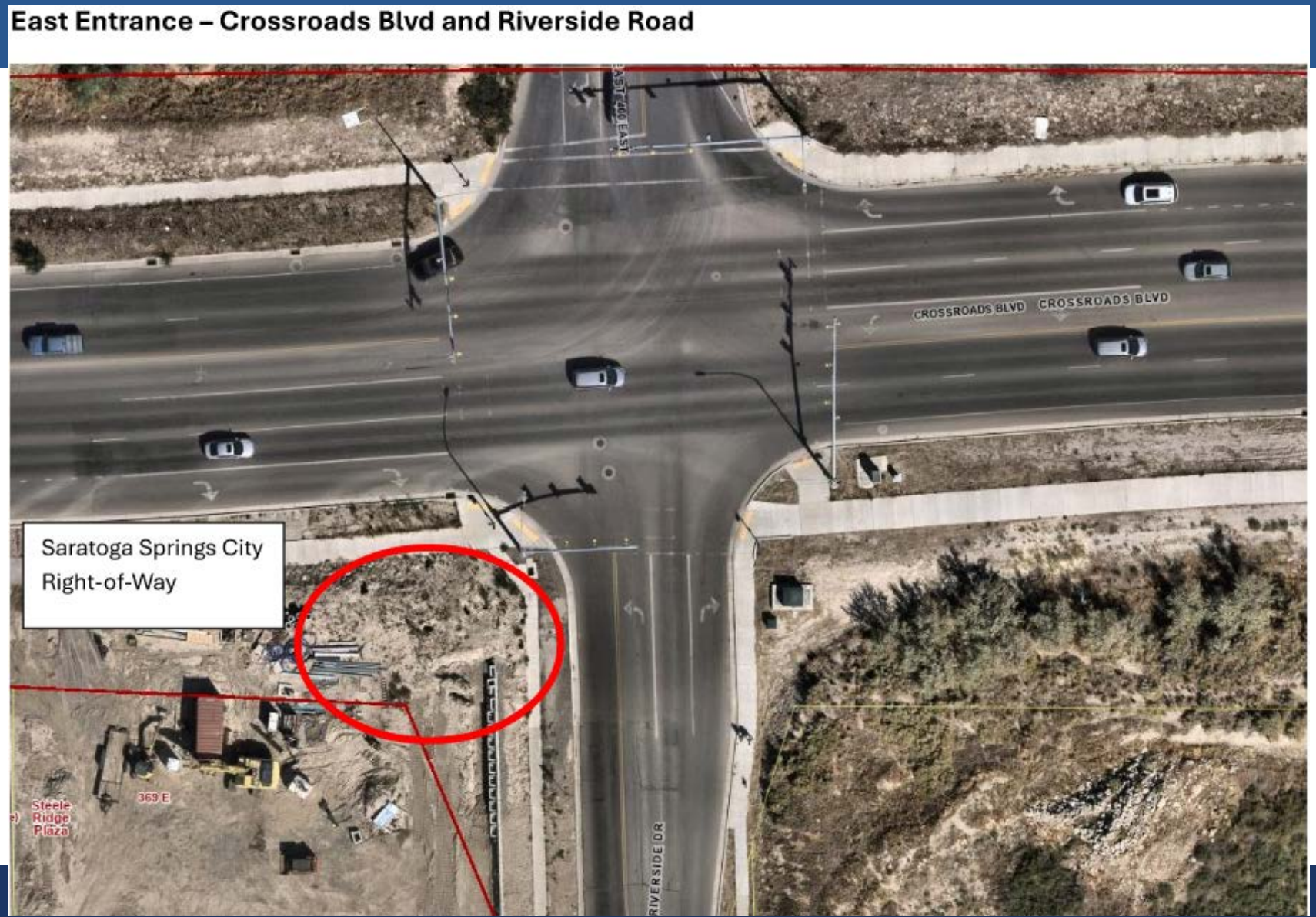
_____
City Recorder's Office



CITY OF SARATOGA SPRINGS

Work Session
Entry Monument Concepts
October 18, 2025

Presentation of City Entry Monument Concepts by JLR and Blue Line



Potential Future Entry Monument Locations

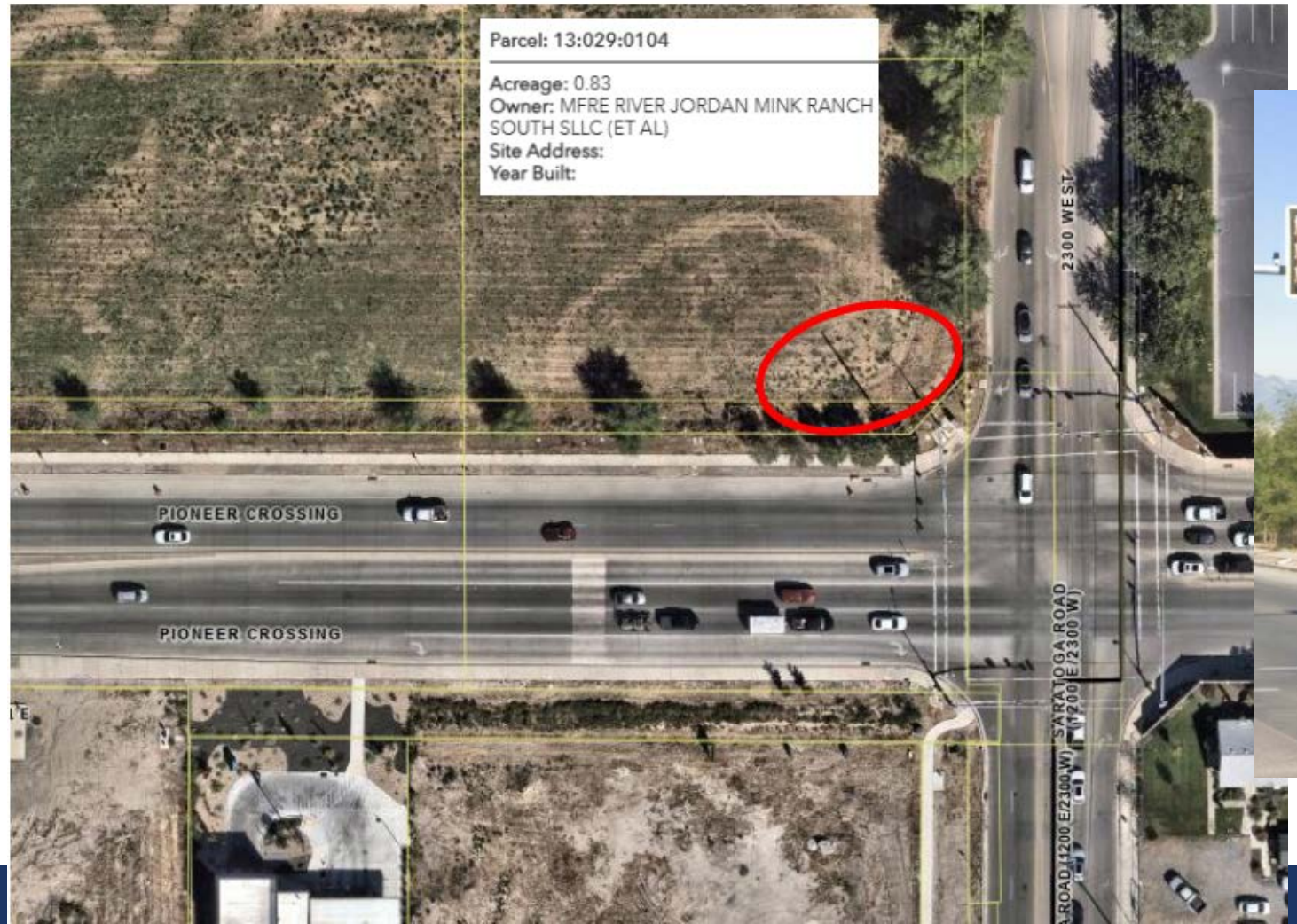
North Entrance – ca. 2591 N. Redwood Road





Potential Future Entry Monument Locations

East Entrance – Pioneer Crossing and 2300 West (Saratoga Road)





Potential Future Entry Monument Locations

East (River) Entrance – Pioneer Crossing and Jordan River (sign replacement)

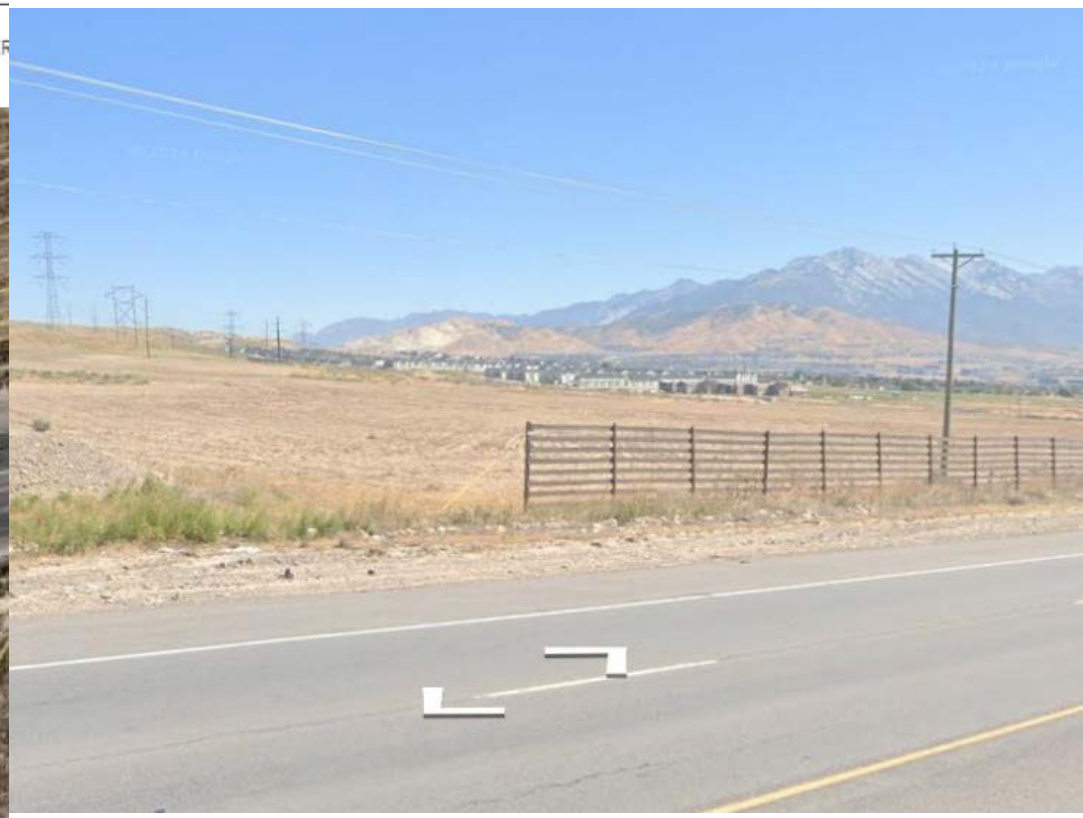




Potential Future Entry Monument Locations

West Entrance – Highway 73 and Mt. Saratoga Blvd. (3 options)

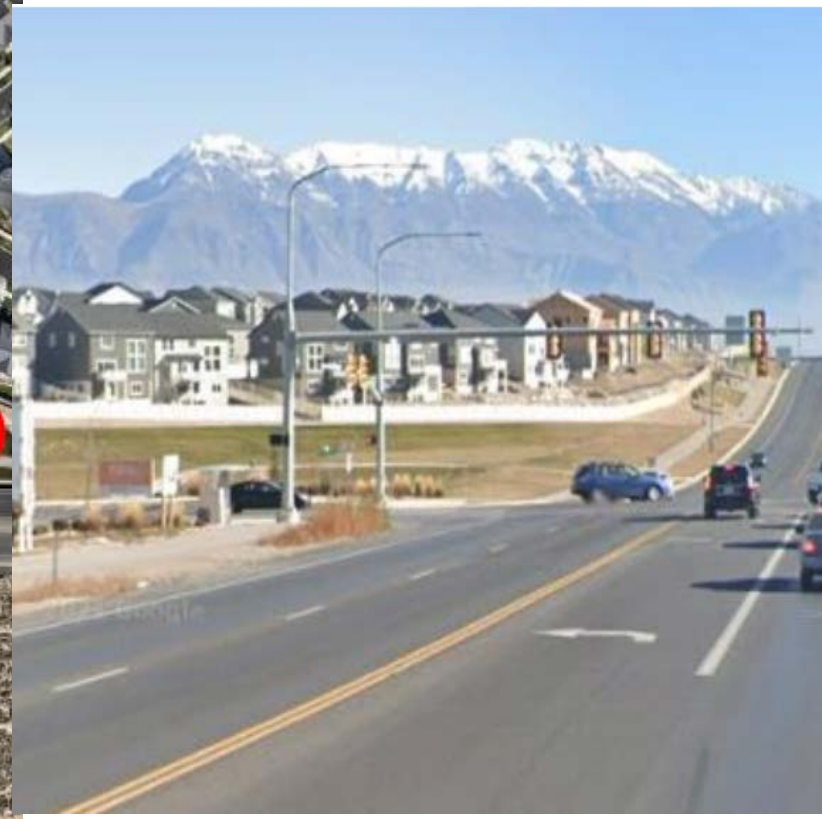




Potential Future Entry Monument Locations

West Entrance – Pony Express and Mt. Saratoga Blvd. (2 options)





Potential Future Entry Monument Locations

West Entrance – Pony Express and Mt. Saratoga Blvd. (2 alternate options)





Potential Future Entry Monument Locations

South Entrance – Redwood Road / Border near Pelican Point (2 options)

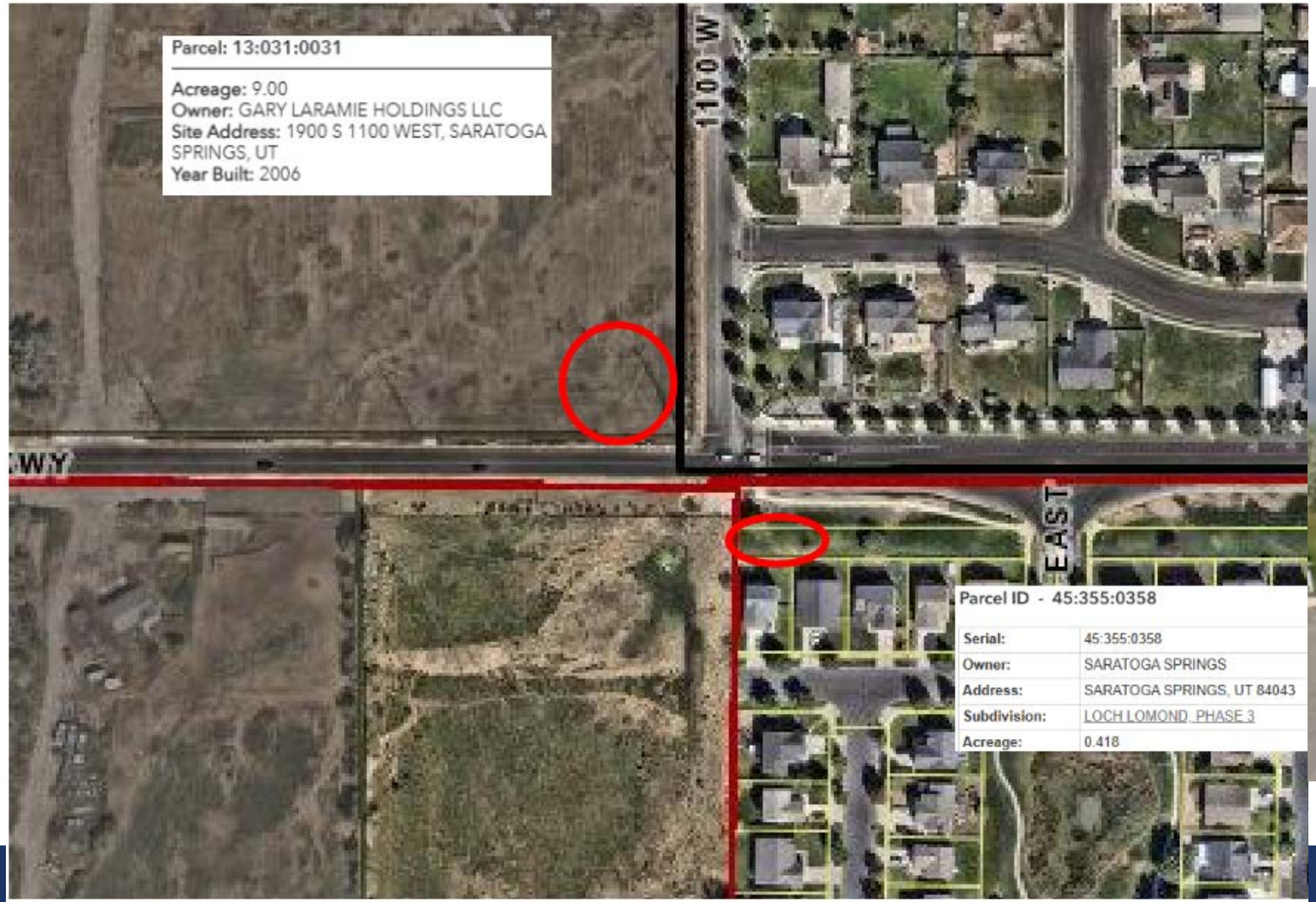




Potential Future Entry Monument Locations

Potential Addition:

East Entrance – Pony Express and1100 West (2 options)





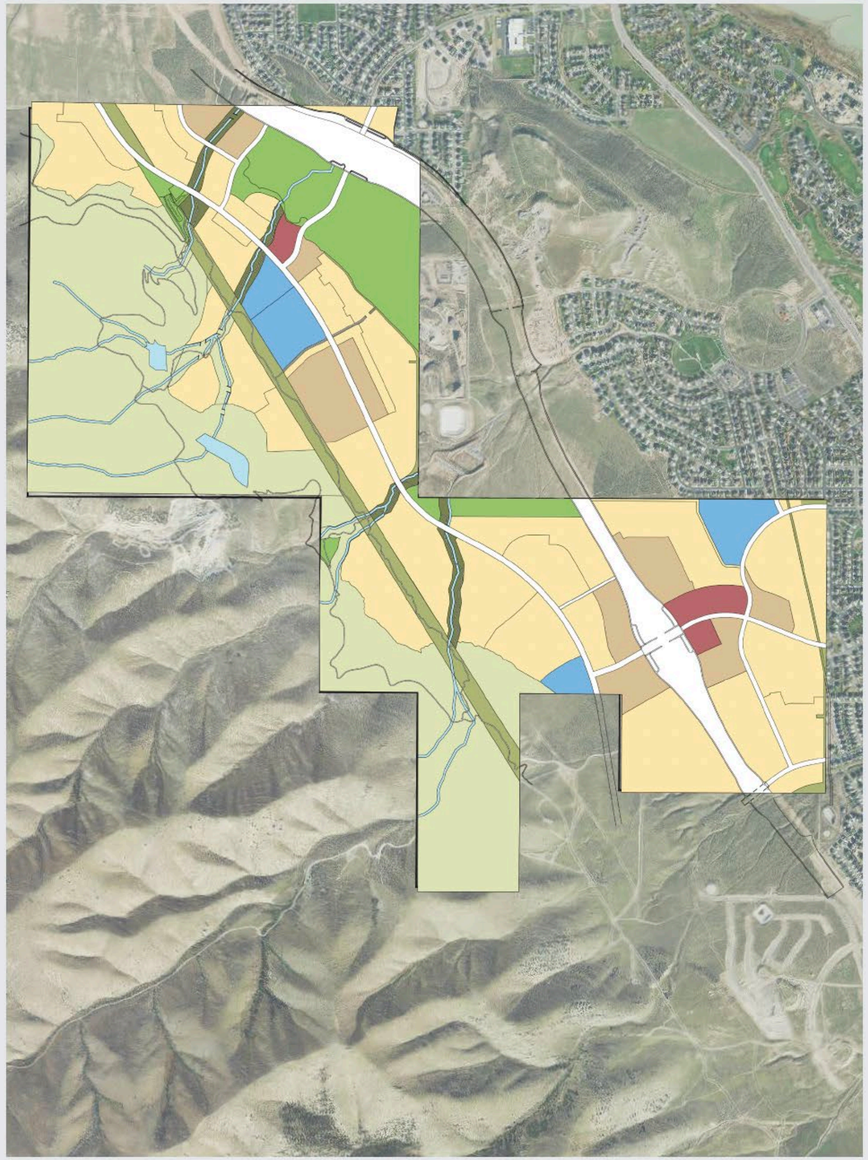
Potential Future Entry Monument Locations

Three Canyons

November 10, 2025

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02 LAND USE MAP Exhibit



PLACETYPE APPROACH

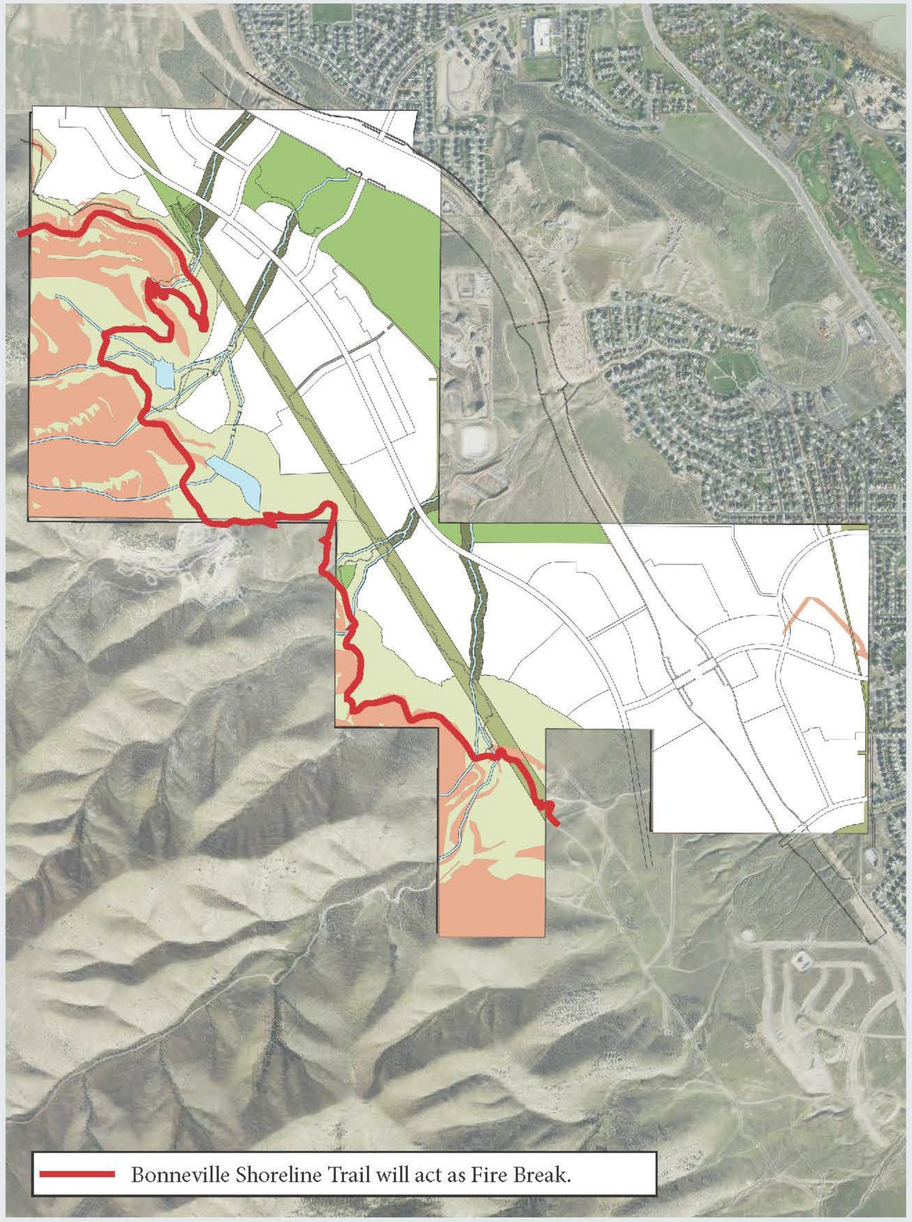
This map highlights the location of attached versus detached single family homes. The guiding developmentThe guiding development standards (See 5C-02 through 5C-05) of this plan. Establish the architecture philosophy, steps to choreograph streets with a diverse mix of housing options, and the spatial criteria for each lot type.

While the land use and phasing plans serve distinct purposes, each planned phase includes a representative selection of housing options to ensure consistency and diversity throughout the buildout of the community.

The diagram on the left depicts the intended distribution of lot intensity across the site. Attached unit types are thoughtfully integrated throughout the neighborhood to enhance visual variety and housing choice, while comprising no more than 27% of total residential lots.

Land Use	Description	Approx. Acres	Total ERU	% of Total ERU
	Attached	61.0	781	26.5%
	A mix of front-load and alley-load townhomes.			
	Detached	447.6	2,169	73.5%
	A mix of small, medium, large, and estate single family lots, duplexes, and triplexes (Less than 3 stories). Also includes small parks and other community amenities.			
	Civic	37.0		
	Churches and elementary schools			
	Commercial	15.0		
	Neighborhood scale retail, office, services, and restaurants.			
	Open Space	523.3		
	A mix of programmed open space, Bonneville Greenway, drainage and viewshed greenways, native mountainside (less than 30% slope), steep slopes (greater than 30% slope), and sensitive lands (water courses and debris basins).			
	Major Roads	122.2		
	Moutain View Corridor (65.2 acres) and backbone roads (57.0 acres)			
	Totals	1206.1	2,950	100%

*Residential ERUs. Civic and commercial ERUs are no tincluded in this total.



Landscape Typologies

Programmed Open Space — 97.1 AC

Programmed open space includes areas designed for recreation, community gathering, and active use. This includes the large city park at the community entrance, as well as trails, neighborhood parks, sports fields, disc golf, and other recreational amenities. These spaces are intended to serve residents of all ages, provide connectivity within the community, and complement the natural and sensitive lands preserved elsewhere in the plan.

Power-Line Greenways — 39.86 AC

The power-line corridor provides a southeast–northwest trail connection through the community. Pocket parks, community gardens, trails, and other low-impact amenities that meet easement requirements may be incorporated, but no permanent structures may be constructed within the corridor.

Drainage and Viewshed Greenways — 15.48 AC

Drainage greenways convey stormwater to detention basins and storm sewer outfalls on the lower side of the site. Sensitive lands run within these greenways, protecting native vegetation, wildlife habitat, and hydrologic functions. The greenways also connect the community to the mountains and surrounding trail networks, providing accessible trails for horses, bicycles, and pedestrians from adjacent neighborhoods to the native mountainsides of Lake Mountain.

Native Mountainside — 194.88 AC

The native mountainsides (Slopes less than 30%) are located on the west side of the site and are intended primarily for recreational use. Pedestrian, bicycle, equestrian, and ATV trails will connect from the community into the mountains, linking to broader regional networks, including the Bonneville Shoreline Trail. Parks, trailheads, and small amenity structures such as pavilions or gateways may be integrated at key access points and view locations.

Sensitive Land* — 176.02 AC

Sensitive lands, mountainside slopes (greater than 30%), drainage corridors and debris basins. Drainage corridor sensitive lands include 15' on both sides of identified water course center lines. These areas are intended to preserve and protect natural resources, including native vegetation, wildlife habitat, and hydrologic functions. No development or structures are permitted within these areas, ensuring that their ecological integrity and natural functions are fully maintained.

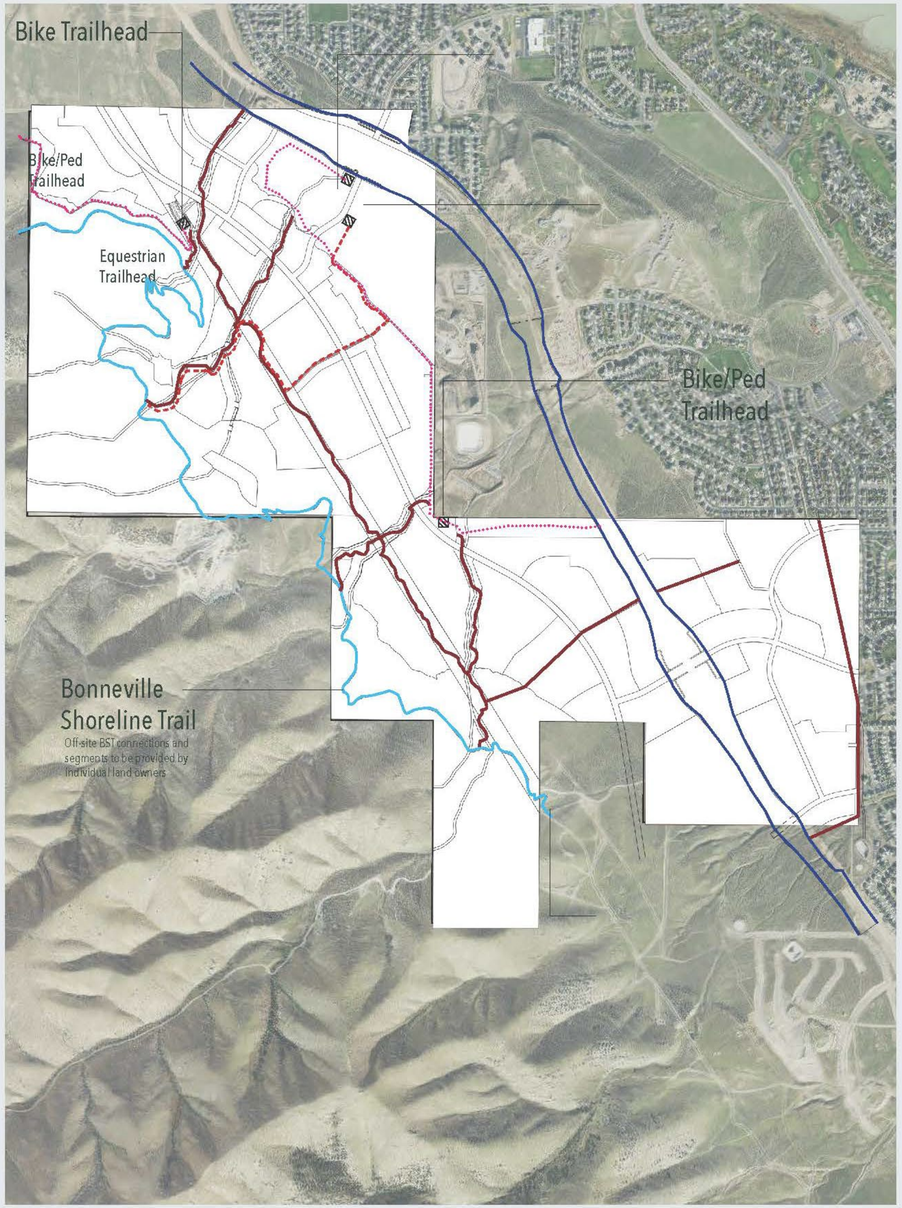
Totals	523.34 AC

Open Space Type	Acres	Percent of Req. O.S.
Project Open Space (Programmed Open Space, Power-Line, Drainage and Viewshed Greenways)	152.4 acres	42.1%
Native Mountainside (Slopes less than 30%, Bonneville Greenway)	194.9 acres	53.9%
Sensitive Land (Slopes greater than 30%, water courses, debris basins)	176.02 acres*	48.6%
Total Open Space Provided (43.4%)	523.34 acres	
Total Required Open Space (30%)	361.8 acres	

* Saratoga Springs Title 19.26.06.4 requires 30% of open space.

Section 19.26.06.4ii states that no more than 50% of the required open space shall be comprised of sensitive lands.

Senstive lands contribute 4% of Total required open space in this Community Plan.

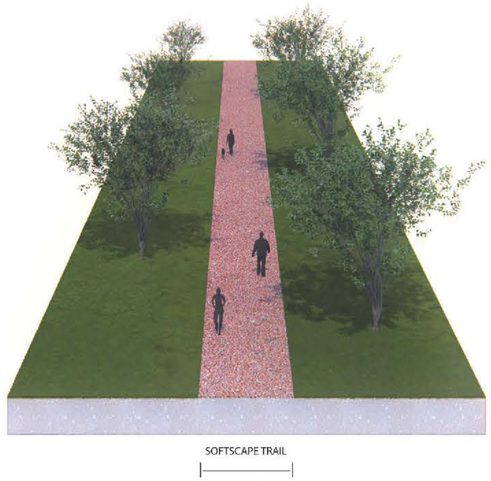


Trail and Pedestrain System

The trail layouts presented are conceptual and show the general locations of the onsite trails. Final designs will be developed as part of the Village Plan submission. Public trail easements or ownership are established in this Community Plan. Offsite trail alignments have not yet been negotiated. Neighborhood sidewalks and pathways will connect to the trail system, ensuring that all amenities, schools, churches, and commercial services are accessible via the trails.

Trail Type	
10’ Unpaved	Public / City Maintained
10’ Paved	Public / City Maintained
10’ Paved	Public / UDOT Maintained
6’ Unpaved	Public Access / HOA Maintained
5’ Paved	Private / HOA Maintained
4’ Unpaved	Private / HOA Maintained

10’ Unpaved (soft surface)



Bonneville Shoreline Trail

Extention of regional BST trail system within the Three Canyons project area. Will also serve as a firebreak

Community Benefits

- Provide critical infrastructure to defend the City against fire, flooding, and debris
- Provide emergency evacuation routes with additional North/South connector routes
- Protect sensitive lands and establish permanent access to the canyons and mountainside
- Provide ~523 acres of open space (361 acres required)
- Provide housing and community facilities for all stages of life

Key MDA Topics

- Density: Maximum unit count of 2,950
- Attached Housing: No more than 27% of total residential lots
- PID: Approval of a PID that follows the City's policy (what we currently understand it to be) is critical to Master Developer's ability to proceed

Key MDA Topics: Mountain View Corridor

Current MDA Language:

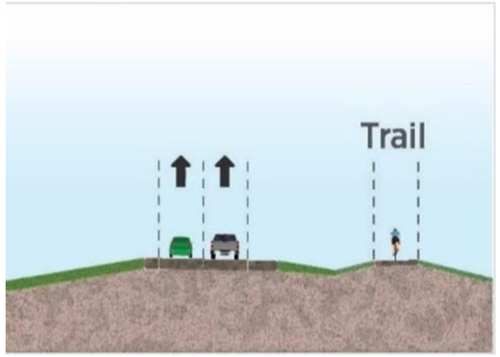
Master Developer shall dedicate, or cause to be dedicated, the real property identified as the "Mountain View Corridor" on the Community Plan, as such real property is fully within the Project and as may be amended or revised in furtherance of agreement between Utah Department of Transportation (UDOT), TLA, and Master Developer, to UDOT or the City, as applicable. Master Developer shall dedicate, or cause to be dedicated, fee title to the Mountain View Corridor to the City or UDOT which may be all or partially provided for under separate agreement between UDOT, TLA, City or Master Developer. Master Developer acknowledges and confirms that no consideration beyond this Agreement will be given to Master Developer for the dedication of the Mountain View Corridor. Master Developer shall be responsible to secure the funding necessary for the construction of those portions of the Mountain View Corridor fully contained within the Project and as more specifically provided for in the Community Plan. Master Developer acknowledges that the Project development depends on the City and UDOT acquiring necessary right of ways and ongoing construction of Mountain View Corridor, and that the construction timeline is critical to the Community Plan, Village Phasing Plan, and entitled ERUs approved by the City. Accordingly, Master Developer and City will work collaboratively to establish a mutually acceptable schedule for building out the Mountain View Corridor.



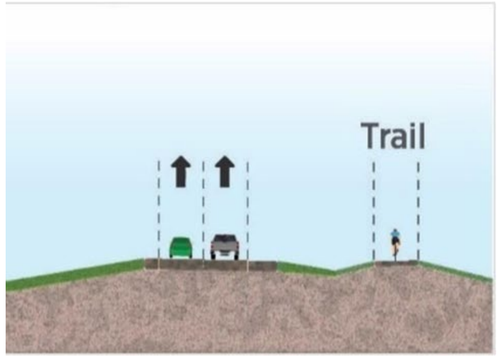
MVC South

Founders Boulevard to Village Parkway

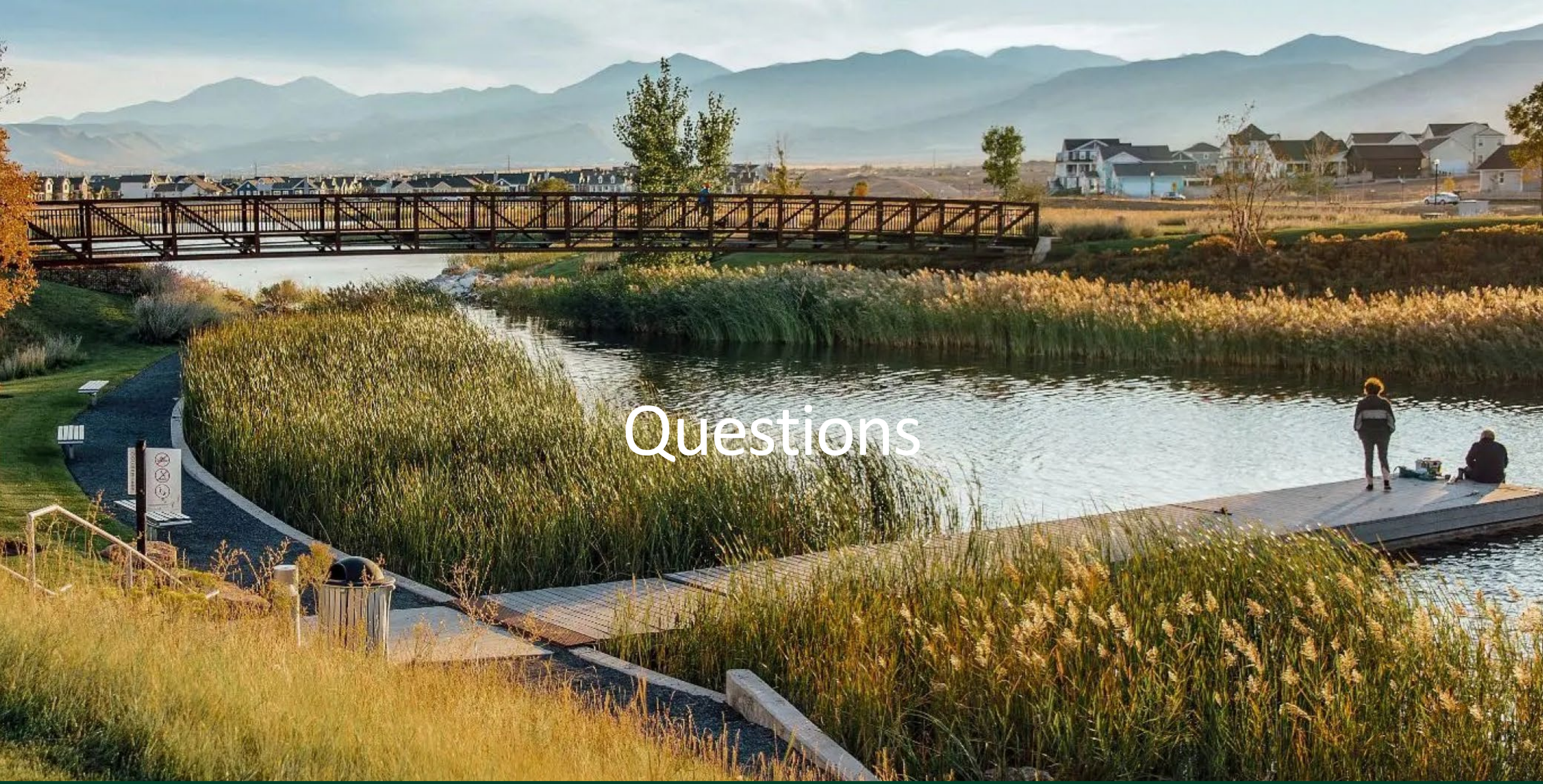
Existing



Proposed



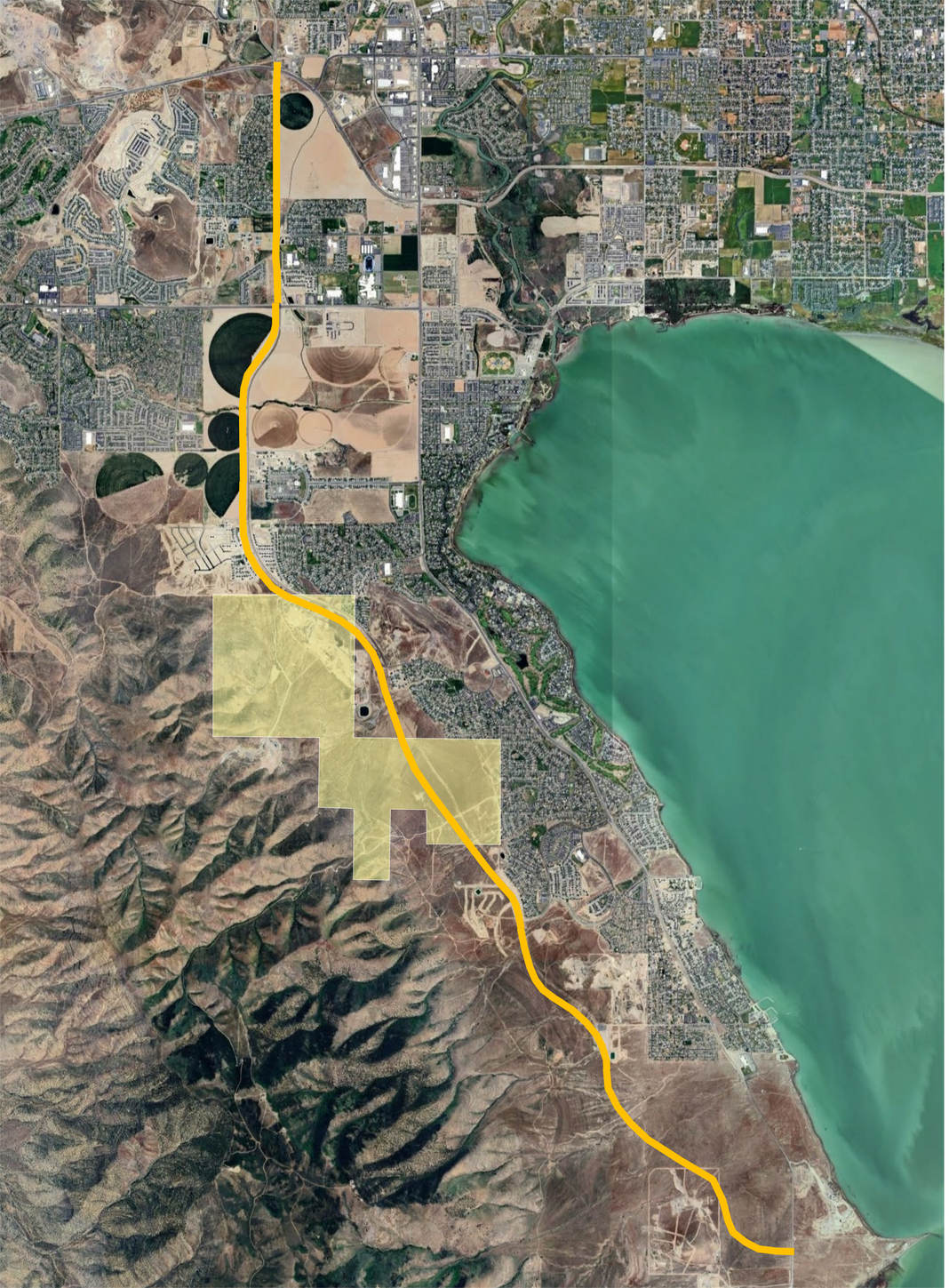
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Questions


Thank You
Larry H. Miller

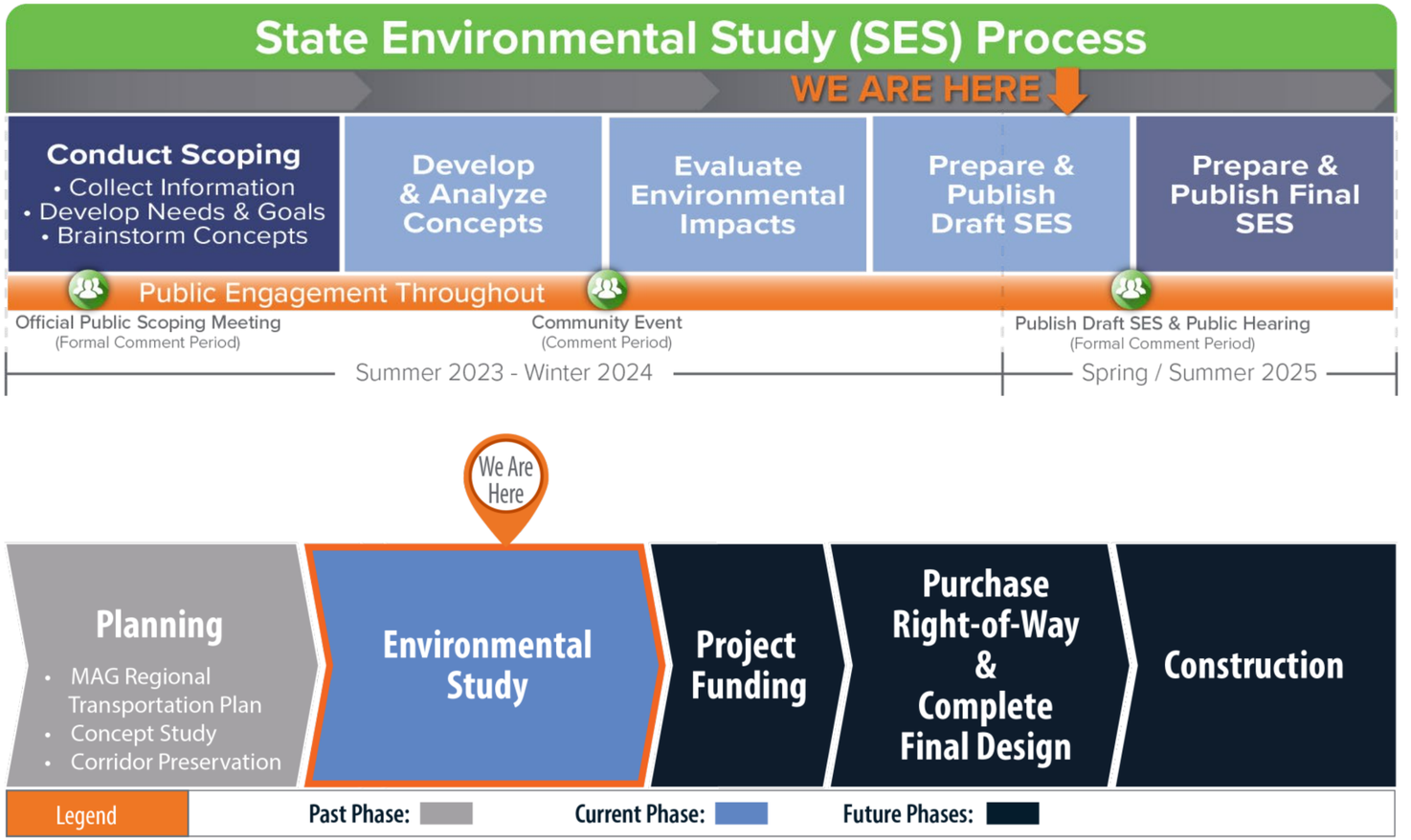
Appendix


THE
Larry H. Miller
COMPANY
Larry H. Miller REAL ESTATE
Larry H. Miller SENIOR HEALTH
Miller SPORTS + ENTERTAINMENT
Larry H. Miller INVESTMENTS
DAYBREAK
DOWNTOWN DAYBREAK SOUTH JORDAN
Destination Homes
TALLYCM
THE Power District
ADVANCED HEALTH CARE
ADVANCED Home Health AND Hospice
ADVANCED SENIOR CARE
ASPEN RIDGE RESIDENCES OF LEHI
CarePath INNOVATIONS
UTAH ROYALS
REAL MONARCHS
SALT LAKE BEES BASEBALL
THE BALLPARK AT AMERICA FIRST SQUARE
MEGAPLEX
BIG LEAGUE UTAH
Prestige
Swig
RunBuggy
NANO YIELD the nanotechnology company
LARRY H. & GAIL MILLER FAMILY FOUNDATION



MVC South

Pioneer Crossing to Redwood Road



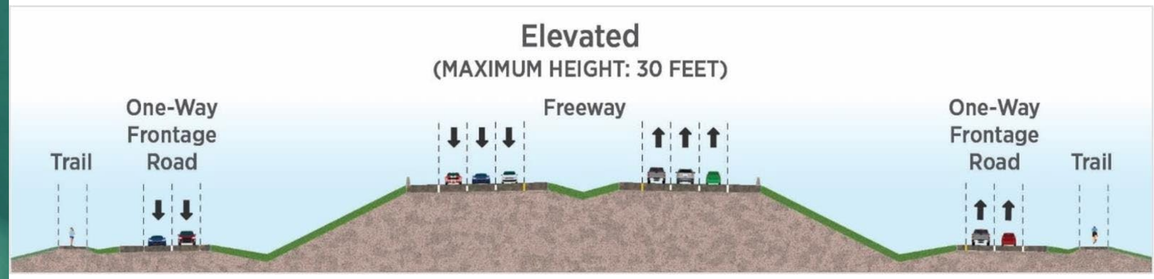


MVC South

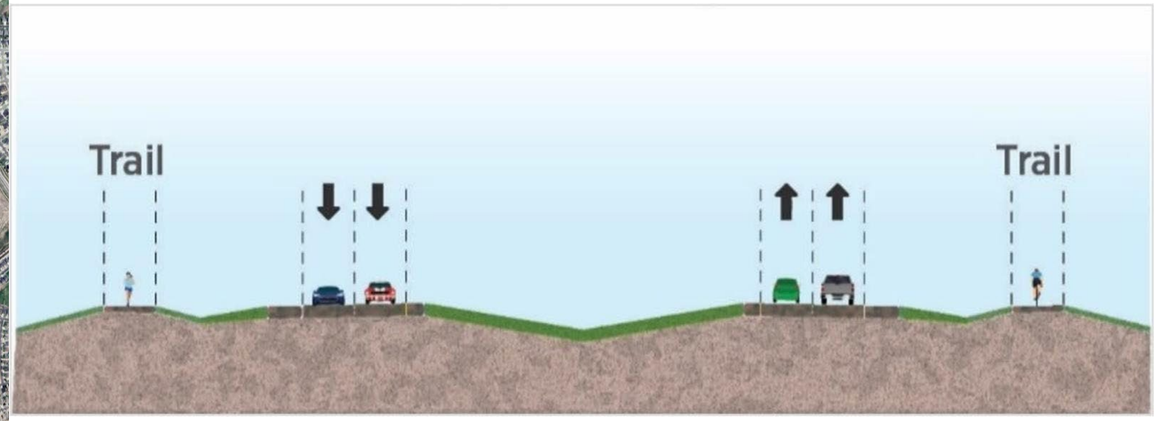
Founders Boulevard to Village Parkway

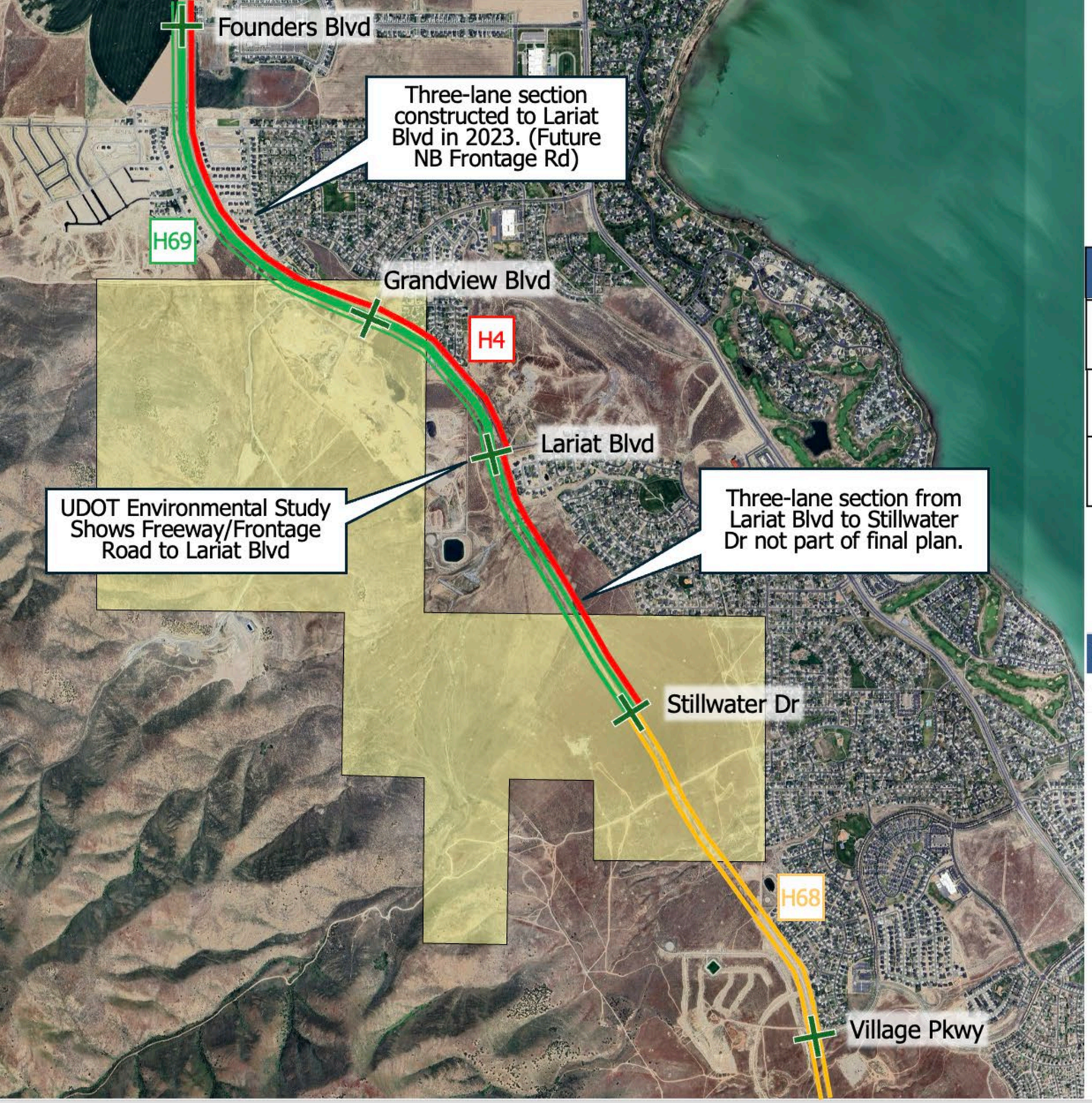
Final UDOT (2050) Buildout

Freeway/Frontage Road



Expressway





MVC South

Founders Boulevard to Village Parkway

MAG 2023 RTP (Fiscally Constrained)

NB=Needs-Based FC=Fiscally Constrained NP=Not Phased *See Note - End of Table

Project Number	Project/Location/ Improvement	NB	FC	2023 Cost	Phase 1 Priority *	Volume/Capacity Data
H4	**Foothill Blvd** Pony Express Pkwy to Stillwater Dr New 3 lane road	1	1	$76.1M	STIP	0.24
H69	**Foothill Fwy** Cory Wride Fwy to Stillwater Dr New freeway	2	3	$329.0M	Congestion Relief	0.42
H68	**Foothill Blvd** Stillwater Dr to Redwood Rd New 4 lane road	2	3	$73.0M	Congestion Relief	0.36

MAG 2025 TIP Projects

PIN	Description	Sponsor	Status	Fund	Total	Prior Obligation	Total 2025
17,415	SR-85; MVC Extension in UT Cty - Foothill Blvd CPF	UDOT	Scoping	ST_CORR_PRES	$18,202,666	$11,0	$7,176,838

Total	Prior Obligation	Total 2025
$18,202,666	$11,025,828	$7,176,838

New 2025 Funding for ROW



MVC South

Founders Boulevard to Village Parkway

Final UDOT (2050) Buildout

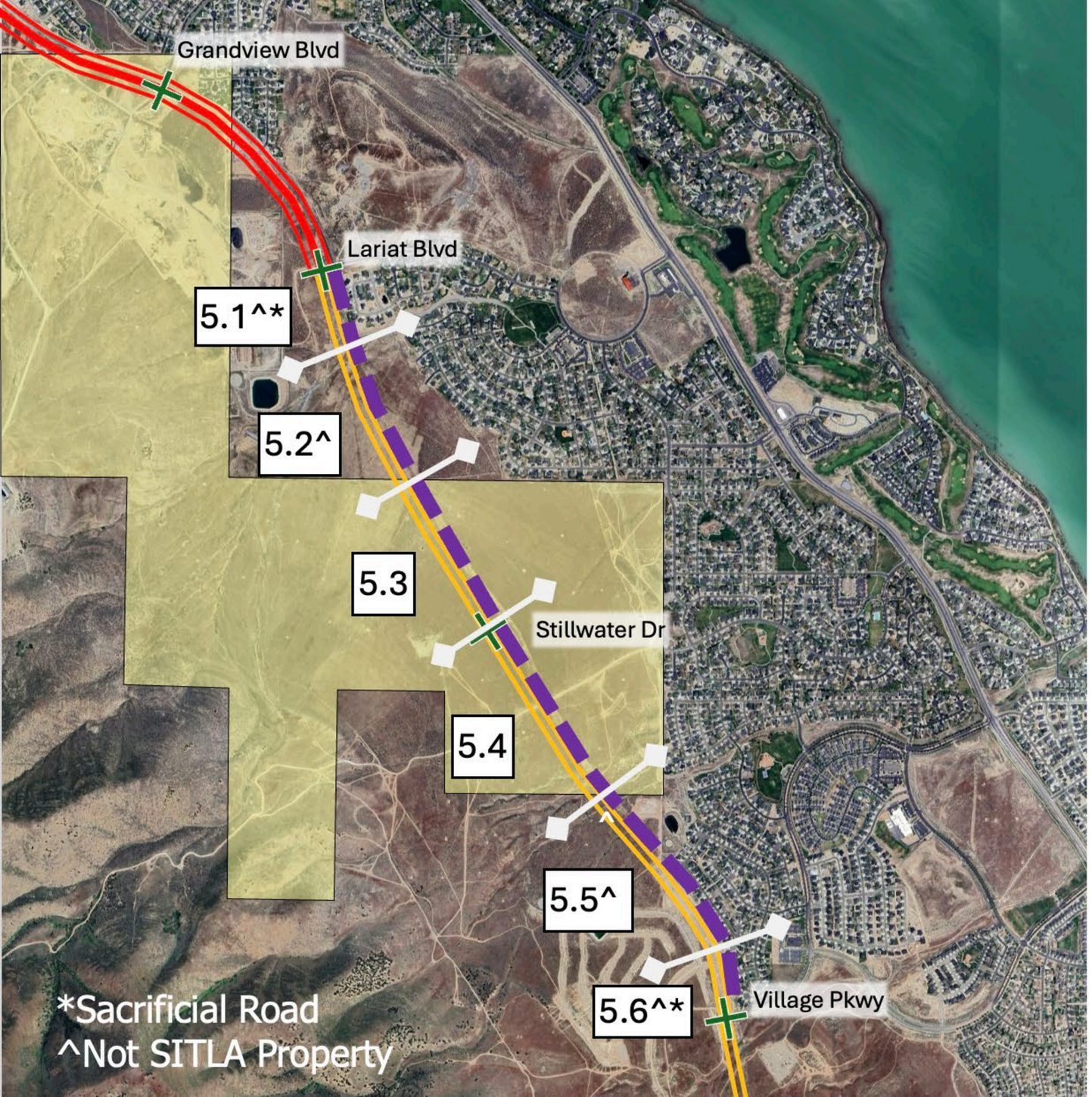
Freeway/Frontage Road

Expressway

City Request

Three-lane Road*(2 mi.)

*The city's requested three-lane road does not align with UDOT's final roadway design/configuration.



City Request

Lariat Boulevard to Village Parkway

Seg	Description	Length (ft)	$/Foot	Segment Cost
5.1^*	77' ROW (40' Asphalt)	977	$ 680	$ 664,360
5.2^	40' ROW (29' UDOT Pavement Section)	1,805	$ 3,790	$ 6,840,950
5.3	40' ROW (29' UDOT Pavement Section)	2,098	$ 3,790	$ 7,951,420
5.4	40' ROW (29' UDOT Pavement Section)	2,528	$ 3,790	$ 9,581,120
5.5^	40' ROW (29' UDOT Pavement Section)	2,598	$ 3,790	$ 9,846,420
5.6^*	77' ROW (40' Asphalt)	897	$ 680	$ 609,960
Total				**$ 35,494,230**

Per WGC (UDOT Eng Contractor)
Assumptions:

- ~10mm/mile/lane
- All Inclusive (Design, Minor ROW Costs, No Acquisition)

Final UDOT (2050) Buildout

Freeway/Frontage Road

Expressway