AGENDA – City Council Meeting

Mayor Chris Carn
Mayor Pro Tempore Lance Wadman
Council Member Audrey Barton
Council Member Edon Davenport
Council Member Robert Taylor
Council Member Emma Wilson

CITY OF SARATOGA SPRINGS
Tuesday, July 21, 2026 @ 6:00 pm
City of Saratoga Springs Council Chambers
319 South Saratoga Road, Saratoga Springs, UT 84045

POLICY MEETING

CALL TO ORDER

1. Roll Call.
2. Moment of Reflection.
3. Pledge of Allegiance.
4. Presentation: Oath of Office for new Police Officers: Forrest Crawford, Kevin Froylan, Estaban Gutierrez-Rivera, Jason Albrecht.
5. Public Input – *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. Limit of 3 minutes per speaker, unused time may not be given to another. Time for Public Input is limited to no more than 15 minutes total.*

REPORTS

1. Mayor.
2. City Council.
3. Administration.
4. Other: Point of the Mountain Chamber Report.

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. Update to the Personnel Policies and Procedures Manual. Ordinance 26-32 (07-21-26).
2. Approval of Minutes: July 7, 2026.

BUSINESS ITEMS

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

1. Development Agreement amendment for Saratoga View Assisted Living Center, located at 1429 N. Utah Cottage Drive. Adam Lambert as applicant. Ordinance 26-33 (07-21-26).
2. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.14 for phased non-residential site plans. City initiated, Citywide. Ordinance 26-31 (07-21-26).
3. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, chapter 19.19 Open Space, for minimum required amenities**.** Citywide, City initiated. Ordinance 26-34 (07-21-26).
4. Program for the Inspection and Maintenance of Sidewalks. Resolution R25-43 (07-21-25).

5. Council Comments: *Council members may discuss specific topics or issues they wish to have formally considered for inclusion on a future meeting agenda. No action will be taken.*

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.

PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF SARATOGA SPRINGS

Last Updated ~~April 2024~~July 2026

This document supersedes all personnel policies and procedures previously established or approved by Saratoga Springs.

DISCLAIMER: No policies set forth herein constitute a contract of employment or create any specific contractual right or obligation between Saratoga Springs and its employees or any individual employee.

PREFACE

It is the policy of the City of Saratoga Springs to establish reasonable rules of employment conduct and to ensure compliance with these rules through a program consistent with the best interests of Saratoga Springs and its employees. This manual is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any city employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term "at-will" means employees can terminate or be terminated at the option of either party with or without cause or with or without prior notice unless the employee has a written contract signed by the City Manager of Saratoga Springs.

It is also the policy of Saratoga Springs to comply with Federal and State Equal Employment Opportunity guidelines. To this end, the City will not engage in any prohibited employment policies or practices including, but not limited to, discrimination because of race, color, religion, sex, pregnancy, pregnancy-related conditions, national origin, disability, sexual orientation, gender identity, age (40 or older), or genetic information.

Additionally, it is the policy of the City to strive for safety in all activities and operations, to comply with health and safety laws applicable to the City, and to enlist the help of all employees to ensure that public and work areas are free of hazardous conditions.

Not all sections of this manual will apply to elected officials and members of appointed bodies such as the Planning Commission, Library Board, and other similar bodies. Only the following sections apply to these elected and appointed officials, and the use of "employee" or "employees" in such sections shall therefore also apply to such officials:

- SECTION I: EQUAL EMPLOYMENT OPPORTUNITY
- SECTION V: DISCRIMINATION AND HARASSMENT
- SECTION VI: EMPLOYEE CODE OF CONDUCT
- SECTION VI.14: USE OF SOCIAL MEDIA
- SECTION XV: REIMBURSABLE EXPENSES
- SECTION XIX: GENERAL SAFETY
- ADDENDUM A: COMMUNICATIONS POLICY
- **ADDENDUM B: LIGHT DUTY POLICY**
- **ADDENDUM C: RISK MANAGEMENT POLICY**
- **ADDENDUM D: WORKERS COMPENSATION POLICY**
- **ADDENDUM E: ARTIFICIAL INTELLIGENCE POLICY**

Terms used herein but not defined shall have the meanings assigned to them in other City ordinances, regulations, and policies. Any reference to "City Manager or designee" shall also include the City Manager or the City Manager's designee, except as otherwise stated. Any reference to "HR Director" shall mean the Human Resources Director or designee, except as otherwise stated. The City Manager or designee may be, depending on the circumstances, the Human Resources Director, Assistant City Manager or designee, Department Head, Supervisor, or any other employee designated by the City

Manager at the time of the decision. When only the City Manager or HR Director may make a decision, it shall be so stated. By way of example only, a statement of "City Manager only" or "HR Director only" shall be interpreted to mean that only the City Manager or HR Director, respectively, may make such decision.

The City of Saratoga Springs reserves the right to change any of its policies and/or procedures at any time in the future for any reason. Therefore, if you have suggestions or comments concerning the content of this manual, please submit them, in writing, to Human Resources for review. Thank you.

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SECTION II: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. GENERAL POLICY. Saratoga Springs will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors using release, assumption of risk, hold harmless, and indemnification agreements as recommended by the City Attorney, City Manager or designee, and the City's liability insurance provider.

2. SUPERVISOR RESPONSIBILITIES.

   A. To ensure that no work is performed by any private contractor until:

      (1) A written contract between the City and the contractor has been entered into and signed by both parties;

      (2) The written contract has been approved by the City Attorney;

      (3) The written contract complies with the City's contracting and purchasing policy;

      (4) The written contract complies with state law including but not limited to Utah Code Chapter 11-39, "Building Improvements and Public Works Projects," as amended;

      (5) The signed written contract has been approved by the City Manager or designee and/or City Council per the City's contracting and purchasing policy, signed by the City Manager or designee or Mayor, and attested by the city recorder; and

      (6) The written contract is recorded with the Utah County Recorder (if determined necessary by the City Attorney).

   B. As determined by the City Attorney, City Manager or designee, and City insurance provider, each contract, agreement, deal, or exchange with a ~~private~~ contractor ~~should~~shall ~~contain~~include: ~~release, assumption of risk, indemnity, and hold harmless clauses which provide at a minimum that:~~

      (1) A release, assumption of risk, indemnity, and hold harmless clauses indicating that t~~T~~he contractor assumes, holds harmless, releases, and indemnifies the City from all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers;

(2) All contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract;

(3) The contractors must post any applicable bonds required by City ordinances and standards;

(4) Saratoga Springs and its officials, employees, agents, and volunteers must be named as additional insureds on the liability insurance policy~~.~~; and

~~(4)~~(5) Insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work the Contractor was hired to perform. As appropriate, the required insurance shall cover the City, City Property, and City employees, officials, officers, and agents as well as Contractor and its agents, representatives, and employees. The insurance shall be primary, name the City as an additional insured, and contain a clause requiring at least 30 days' written notice to the City in the event of cancellation or reduction.

C. Employees shall ensure that private contractors carry workers' compensation insurance coverage for their employees as required by Utah law and other appropriate liability insurance protecting the City against injury to person or property and that evidence of such is provided prior to commencing work on a City project. Contracts should contain this required workers' compensation and liability insurance and evidence of such prior to commencing work on a City project.

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SECTION V: DISCRIMINATION AND HARASSMENT

Saratoga Springs is committed to maintaining a work environment that is free of unlawful discrimination and harassment based on an individual's protected class.

1. DISCRIMINATION AND HARASSMENT DEFINED. Unlawful discrimination occurs when an individual treats someone differently because of the person's protected ~~status~~class, including race, color, religion, sex, conditions of pregnancy, age (40 and over), national origin, physical or mental disability, marital status, familial status, sexual orientation, gender identity, veteran, genetic information, military service, or other protected-group status.

   Harassment is a form of prohibited discrimination consisting of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected class~~status~~, including race, color, religion, sex, conditions of pregnancy, age (40 and over), national origin, physical or mental disability, marital status, familial status, sexual orientation, gender identity, veteran, genetic information, military service, or other protected-group ~~status~~class.

   Sexual harassment is strictly prohibited. Sexual advances, requests for sexual favors, or other physical, verbal, or visual conduct based on gender constitutes sexual harassment when the conduct is unwelcome and (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. The same standards apply to harassment based on race, national origin, and any other protected-group ~~status~~class.

   Even if harassing conduct is not directed at specific persons, a hostile environment may be created when the conduct based on another's protected class is sufficiently severe or pervasive so as to unreasonably interfere with or limit the ability of an individual to perform their job.

   Whether or not certain types of conduct rise to the level of illegal harassment or discrimination based on a person's protected class under the law depends on the facts and circumstances in each particular instance. When viewed in light of all of the surrounding circumstances, the following types of conduct may give rise to a claim of harassment or discrimination:

   A. Intimidating, hostile, derogatory, contemptuous, or otherwise offensive remarks, visual conduct, or physical conduct that is directed at an individual or group (i) based on race, national origin, religion, gender, sexual orientation, marital status, familial status, disability, age, veteran, or other protected ~~group status~~ class, or (ii) related to or suggesting

sexual matters. Examples may include things such as:

(1) Unwelcome sexual advances, whether or not they involve physical touching and whether or not between members of the same or opposite sex;

(2) Sexual epithets, jokes, or written or verbal references to sexual conduct; gossip regarding one's sex life; comment on an individual's body; comment about an individual's sexual activity, deficiencies, or prowess; and use of sexual innuendo;

(3) Displaying or sharing sexually-suggestive objects, pictures, cartoons, etc;

(4) Displaying or sharing with co-workers objects, pictures, cartoons, etc. that display individuals, or a group generally, in a derogatory or disrespectful light based on gender, race, national origin, age, nationality, religion, veteran status, etc;

(5) Unwelcome leering, whistling, brushing against the body, sexual gestures, and suggestive or insulting comments;

(6) Name calling based on someone's race, national origin, religion, age, gender, sexual orientation, veteran status, etc;

(7) Bantering with the use of sexually-suggestive, racial, ageist, etc. comments or innuendo;

(8) Derogatory or contemptuous comments on stereotypes based on age, gender, sexual orientation, marital status, familial status, national origin, religion, race, disability, etc;

(9) Derogatory or contemptuous comments based on gender, sexual orientation, race, national origin, religion, age, disability, veteran, or other protected-group ~~status~~class.

B. Solicitation or coercion of sexual activity, dates, or similar conduct by the implied or express promise of rewards or preferential treatment or the express or implied threat of punishment.

2. GENERAL POLICY. It is the policy of Saratoga Springs that:

A. Saratoga Springs strictly prohibits any harassing or discriminatory conduct based on a person's protected ~~status~~ class that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive work environment prohibited by law.

B. Unlawful discrimination or harassment of employees based on one's protected class, whether on or off duty, will not be tolerated.

C. All employees, supervisors, and management personnel shall receive training on the discrimination and harassment policy and grievance procedures during orientation and in-service training.

3. REPORTING DISCRIMINATION OR HARASSMENT. Saratoga Springs wants employees to work in an environment free of unwelcome harassment or discrimination based on one's protected class, but it can only respond to concerns about harassment or discrimination if it is aware of the problem. Failure to report any conduct that an employee believes may violate this policy also may affect the employee's legal rights.

If you believe you are being subjected to any inappropriate conduct prohibited by this policy, or you become aware of such conduct being directed at someone else, you should do the following:

A. Notify one of the following individuals:

(1) HR Director and/or City Manager or designee. If any one of these listed individuals is engaged in the conduct that you believe is prohibited by this policy, you should notify one of the other listed individuals.

B. Saratoga Springs encourages you to submit your complaint in writing and specify:

(1) The identity of the individual toward whom the inappropriate conduct is being directed (e.g., you or someone else).

(2) The identity of the offending employee.

(3) The offensive behavior that the employee is engaged in.

(4) The frequency, times, places, and any witnesses of the offensive behavior.

C. If any department head receives a complaint about conduct that violates this policy, he or she should immediately notify HR and the City Manager or designee.

(1) All reported incidents will be investigated promptly. Saratoga City expects all employees to cooperate in the investigation and take no action that would interfere with the investigation.

(2) All complaints will be kept confidential to the best extent possible and will be disclosed only as necessary to allow Saratoga Springs to investigate and respond to the complaint. Any special concerns about confidentiality will be addressed at the time they are raised.

D. Any person who submits a false or bad faith claim regarding harassment or discrimination shall be subject to disciplinary action, up to and including termination.

(1) Employees accused of engaging in conduct that violates this policy will be entitled to receive notice of the complaint, any evidence to be used against them, and an opportunity to respond before any disciplinary action is taken.

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SECTION VI: EMPLOYEE CODE OF CONDUCT

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6. DRESS AND APPEARANCE.

A. General guidelines. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City of Saratoga Springs. The City strives to maintain a workplace environment that is professional, well–functioning, and free from unnecessary distractions and annoyances. As part of that effort, the City requires employees to present a professional, businesslike image to the public that is appropriate for the workplace setting and for the work being performed. City staff members shall maintain a professional appearance in the office and on any other City business.

To that end, Saratoga Springs' department heads shall communicate any department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the department's requirements for attire shall be discussed with the immediate supervisor. Lack of knowledge of adopted, written policies shall not excuse employees from violations as employees should inquire about such policies without being prompted.

Any staff member who does not meet the attire or grooming standards set by this policy or his or her department will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

B. Reasonable accommodation.

(1) Religious beliefs. Saratoga Springs recognizes the importance of individually held religious beliefs to persons within its workforce. Saratoga Springs will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the Human Resources (HR) department.

(2) Medical Situations or Disabilities. The City will reasonably accommodate exceptions to the dress code required by medical situations or disabilities, unless the accommodation creates an undue hardship. Those requesting a workplace attire accommodation based on medical situations or disabilities should be referred to the HR department.

(3) Specific Requirements. In some instances, a department head may require a higher standard of dress for his or her employees. The guidelines outlined in this policy are only a minimum standard for City employees. Any questions regarding what is and is not appropriate should be referred to each employee's supervisor.

C. Office Staff. Employee dress is a reflection on the professionalism and the culture of the City. Dress can also have an effect on the behavior of the employee. A more professional look tends to help the employee act more professionally and the public will generally respond in kind. The City of Saratoga Springs desires to have a high level of professionalism among its employees. All clothing should be in good condition, without holes or tears when worn by any staff. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

There are three different levels of professional dress appropriate for different settings:

(1) Business professional. Anyone attending a City Council meeting, Planning Commission meeting, court, or other public meetings should be dressed in business professional attire. ~~The following guidelines apply to business attire:~~

a. ~~Business attire includes a dress shirt, tie (optional except for court), tailored pants and suit jacket or sport coat (optional except for court), dress trousers, dresses, and~~

~~dress shoes.~~

(2) Business casual. The dress standard for employees working in the City offices is business casual. Staff members are expected to present a neat appearance and are not permitted to wear stained, ripped, frayed or disheveled clothing. The table below indicates appropriate and inappropriate examples for business casual attire, but if in doubt, error on the side of professional and conservative:

Appropriate	Inappropriate
Slacks & Skirts	
• Khakis or corduroys • Colored and Denim Jeans • Capris • Skorts, skirts and dresses should be no shorter than approximately 3" above the knee	• Sweatpants, leggings (as pants), yoga or other exercise wear • Shorts, low-rise or hip-hugger pants or jeans • Torn, ripped, distressed, holey, frayed, bleached, embellished, or faded jeans.
Shirts	
• Polo collar knit or golf shirts • Oxford/Dress shirts • City-issued wear • Short-sleeve blouses or shirts • Turtlenecks • Blazers or sport coats • Jackets or sweaters • If a sheer blouse is worn, an undershirt should also be worn that covers to the shoulders	• Shirts with writing (other than a small corporate brand (i.e. Polo/affiliated logo) • Advertising for a company the city does business with or is attempting to do business with • T-shirts or sweatshirts • Beachwear • Exercise wear • Crop tops, clothing showing midriffs, visible spaghetti straps
Shoes	
• Closed toed sandals • Dress sandals or pumps • Boating or deck shoes, moccasins • Casual, low-heel, open-back shoes (e.g., mules, sling backs) • Athletic shoes and tennis shoes	• Casual sandals, thongs, flip flops • ~~Athletic shoes, tennis shoes,~~ Croc-like sandals

(3) Casual. At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather, emergency situations, special occasions, or otherwise indicated by a supervisor, staff may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear stained, ripped, frayed, or disheveled clothing or athletic wear.

~~In addition, casual work attire is allowable on Fridays, except as otherwise directed by a supervisor. If an employee has a meeting or court on Friday, they should dress as they would during the rest of the week.~~

D. Public Safety. All Public Safety employees should follow the dress codes outlined in the departmental policies. Any deviation from this standard shall be approved by the department head and consistent with written policies.

E. Public Works field employees. Public Works field employees should follow the dress codes outlined in the departmental policies. Any deviation from this standard shall be approved by the department head. All hats must be City issued. Any outerwear including sweaters and coats when worn over a uniform should be City issued. Any exceptions must be approved in advance by the department head. Tasks and responsibilities vary greatly. Clothing and PPE should be consistent with the workplace environment and the individual task at hand. PPE rules and regulations shall be followed at all times. Employees representing the City at residents' homes, offices, or other public places shall have a professional and utilitarian appearance in accordance with the uniform standards in this Section 6 and departmental written policies.

F. Library. Employees must dress to office staff standards listed above, as well as this Section 6 and written departmental policies. Volunteers may dress to casual dress standards listed above, unless written department policies indicate otherwise.

G. Employee security identification badge. Employees must wear their identification badge as determined by the City Manager or designee. If an employee requests a replacement badge, they will be responsible for the replacement cost as determined by the City Manager or designee.

(1) Employees shall not loan out their identification badge to any other person (whether it is another employee, contractor, vendor, family member, or any other individual). Violating this policy may result in disciplinary action up to and including termination as determined by the City Manager or designee.

H. Hygiene.

(1) Employees are expected to maintain a clean and professional personage while representing the City. Violations of this policy can range from ~~halitosis to~~ poor hygiene to offensive perfumes or body odors. If a staff member's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should

discuss the problem with the staff member in private and should point out the specific areas to be corrected.

(2) If a staff member continues to work with inappropriate dress or hygiene, the staff member will be required to go home, properly groom, and return to work. If the problem continues to persist, supervisors should follow the normal corrective action process.

I. Tattoos and Jewelry. All employees shall exercise sound business judgment with regard to tattoos and jewelry. Jewelry and tattoos are permitted unless they conflict with an employee's ability to perform safely and effectively in the position they hold or the specific work environment they are in.

Factors used to determine whether jewelry and tattoos pose a conflict with the job or work environment will include, but are not limited to:

- Safety of self or others;
- Productivity or performance of tasks; and
- Generally accepted professional standards.

If a potential conflict is identified, the employee will be encouraged to identify appropriate solutions such as removal of excess jewelry, covering of tattoos, etc.

Supervisors and managers will be responsible for answering questions and resolving issues related to this policy on a case-by-case basis to ensure unique circumstances are appropriately considered. An environment of mutual cooperation is the City's goal.

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9. DRIVER QUALIFICATION POLICY. It is the policy of the City to require a motor vehicle record and driving history ("MVR") of every employee who: is in a position with driving duties; has access to City vehicles; is required to drive as a condition of employment; or uses a personal vehicle in the course of City business. These duties will collectively or individually be referred to hereinafter as "~~essential function(s) of the job~~employees with driving privileges. Other employees who have driving or possession of a certain license, such as a CDL, as an essential job function of their jobs may, due to failure to comply with this policy, be subject to termination. ~~," regardless of whether or not an employee's job description lists driving as an essential function of the job.~~Other employees who do not have driving or possession of a certain license such as a CDL may have their driving privileges suspended for failure to comply.~~-~~ In either case, for continued employment or to retain driving privileges, ~~T~~the employee's past five years' MVR

must meet the requirements outlined below. This policy applies to employees for which driving is an essential function of the job.

A. Purpose. Safety is critical to City operations; therefore, all employees ~~for which driving is an essential function of their job~~ with driving privileges must be qualified as an "acceptable" driver per this Driver Qualification Policy prior to and while operating said vehicles on any public roadway.

B. Specific policies, procedures, and requirements.

(1) Human Resources will provide a list of employees for which driving is an essential function of their job to the Utah Local Governments Trust. This includes elected officials.

(2) Human Resources shall be notified of any employee or applicant who has an MVR that may not meet the requirements of this policy ~~or~~ for continuation of ~~current employee~~ driving privileges or employment. Human Resources and/or City Manager or designee shall then review the MVR.

(3) MVRs of all employees and applicants for which driving is an essential function of their job will be screened at hire and at least annually. Annual evaluations shall take into consideration MVRs as well as work-related motor vehicle incidents not reported to the Utah Driver's License Division (DLD).

(4) The MVR will be reviewed, among other things, to determine if applicants or employees have a valid license to operate the type and class of vehicle they will be permitted to drive (e.g. CDL with proper endorsement).

(5) The driver's license state of issue must be the same as the driver's state of residence while employed by the City or at the time of hire.

(6) Applicants and employees for which driving is an essential function of the job may be determined to be ineligible for hire or continued employment based on the criteria above as well as the criteria below. Employees for which driving is not an essential function of the job may have their driving privileges suspended

(7) The MVR will be reviewed to determine if the applicant or current employee classifies as an “acceptable,” “borderline,” or “unacceptable” driver.

C. Classification process. The following is a classification system to determine if employees or applicants should be retained, ~~or~~ hired, or given driving privileges due to issues with their MVR. This classification process is only for the purposes of determining if a driving violation or accident will disqualify an employee or applicant for continued employment, promotion, or hiring where driving is an essential function of the job or where it is desirable for the employee or applicant to have driving privileges. Unless driving or possession of a certain license type is an essential job function, i~~I~~t shall not be used as a basis to determine the general eligibility of an applicant or employee for hiring, promotion, or further employment ~~as MVR violations or accidents in and of themselves may otherwise disqualify an employee or applicant based on other violations of this Personnel Policies and Procedures Manual, job descriptions, or other law, policy, or rule~~.

(1) Employees or applicants for ~~which~~whom driving is an essential function of the job or for whom it is desirable to grant driving privileges (collectively referred to in subsections C and D as "drivers") will be qualified as "acceptable," "borderline" or "unacceptable." Drivers whose qualification is "acceptable" will be allowed to drive without restrictions.

(2) Borderline: Drivers whose qualification is "borderline" will require approval from the City Manager or designee before they are hired or they operate any vehicle on roadways while conducting or traveling for City business. Drivers with a "borderline" qualification who are authorized by the City Manager or designee to drive may do so on a probationary basis.

(3) Drivers with an "unacceptable" qualification will not be allowed to operate City-owned vehicles or any vehicle while conducting or traveling for City business. Further, if driving or possession of a certain license type is an essential job function, such employees will be subject to termination.

(4) "Acceptable," "borderline," and "unacceptable" qualification will be determined using the following table:

Moving Violations	At-Fault Accidents, Whether or Not a Citation is Issued			
	0	1	2	3
0	Acceptable	Acceptable	Borderline	Unacceptable
1	Acceptable	Acceptable	Borderline	Unacceptable
2	Borderline	Borderline	Unacceptable	Unacceptable
3	Unacceptable	Unacceptable	Unacceptable	Unacceptable

(5) Any single major violation may result in an "unacceptable" qualification as determined by City Manager or designee. Major violations include the following or an equivalent:

a. Driving under the influence of alcohol/drugs.

b. Driving with a measurable amount of controlled substance in the body.

c. Impaired driving or Driving While Impaired.

d. Driving with faculties impaired.

e. Failure to stop/report an accident (hit and run).

f. Reckless driving/speeding contest.

g. ~~Driving while impaired.~~Distracted Driving Such as Driving While Texting or Other Violation.

h. Making a false accident report.

i. Vehicular homicide, manslaughter, or assault.

j. Driving while license is suspended/revoked.

k. Careless driving.

l. Attempting to elude or flee a police officer.

m. Other major violation as determined by the City Manager or designee.

(6) City Manager or designee will review all "unacceptable" and "borderline" classifications and has the discretion to make a final decision on a driver's employment status, ~~or~~ eligibility for hire, or continued driving privileges.

D. Unacceptable classification.

(1) Any final candidate who has received a conditional offer, is required to drive as an essential function of the job, and is classified as "unacceptable" will not be extended a job offer.

(2) Any employee who is qualified as "unacceptable" will result in the loss of City driving privileges, or, if possession of a certain license type or driving is an essential job function, will result in

~~and~~ suspension or reassignment to a non-driving position if one is available that the employee is qualified for. If a position is not available for reassignment, employment may be terminated.

~~An employee who loses the privilege of driving a City vehicle or personal vehicle while conducting City business where driving is an essential function of their position may be reassigned to a non-driving position if one is available that the employee is qualified for. If a position is not available for reassignment, employment may be terminated.~~

(3) Employees for ~~which~~whom driving is an essential function of the job or for whom have driving privileges shall inform their supervisors of any new violations or accidents that may affect their ability to meet the standards of this policy. Such employees may be disciplined, up to and including termination, for failure to do so.

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12. ~~TELECOMMUTING~~REMOTE WORK. The City Council finds that a well-managed ~~telecommuting~~ remote work policy~~program~~ ~~has the potential to~~ may lead to improved marketability by enabling the City to be a more competitive and inclusive employer, reduc~~tion of~~ commuting time that can contribute to an improved quality of work/life balance for employees, result in cost savings in such areas as recruitment, and improve~~d~~ retention of employees. In addition, a well-managed ~~telecommuting program~~ remote work policy has the potential to help reduce facility space requirements, thus reducing operating costs and energy consumption. The City Manager or designee is delegated ~~with~~ the authority to establish a reasonable ~~telecommuting~~remote work policy consistent with these policy goals, this Personnel Policies and Procedures Manual, and all city, state, and federal laws. All employees who ~~telecommute~~ work remotely shall comply with the City's ~~Telecommuting~~ Remote Policy established by the City Manager or designee.

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SECTION IX: TERMINATION OF EMPLOYMENT

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2. REQUIRED NOTICE PRIOR TO TERMINATION.

A. Unless otherwise waived in writing by City Manager only, all employees, including "at-will" employees, must notify Saratoga Springs Human Resources Department in writing at least 14 days before voluntarily resigning and at least three months in advance of retiring to be eligible to receive pay for unused, accrued personal time off (if applicable or for rehire. A City paid holiday leave day may not be used

as a final day of employment except as approved by City Manager or designee

B. Saratoga Springs does not have a requirement to give any prior notice to an employee before terminating their employment with Saratoga Springs except as required by state and federal law. Supervisors should consult with the City Attorney and are subject to discipline for failure to do so.

C. Unused, accrued personal time off (if applicable) and compensation time (if applicable) will always be paid, up to the payout cap, for terminations of employment involving reductions in force/layoffs, medical reasons, and deaths. A City paid holiday may not be used as a final day of employment.

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SECTION XII: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

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5. WORK DAYS.

A. Full time: All full-time employees are required to work Monday – ~~Thursday~~Friday unless otherwise approved by, or as directed by the City Manager or designee in writing, which approval may be rescinded at any time for any reason.

B. Part time: As directed by the City Manager or designee.

C. Employees engaged in public safety activities (police officers and firefighters), as directed by the City Manager or designee.

6. WORK HOURS.

A. Full Time: As directed by the City Manager or designee, ~~A~~all full-time employees shall be required to work between the hours of 7:00 a.m. ~~-~~ and 6:00 p.m. with a one-hour lunch break unless otherwise approved or as directed by the City Manager or designee in writing, which approval may be rescinded at any time for any reason.

B. Part Time: As directed by the City Manager or designee.

C. Employees engaged in public safety activities (police officers and firefighters), as directed by the City Manager or designee.

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SECTION XIII: SALARY PLANNING

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5. SALARY ADJUSTMENT.

A. The City Manager only may recommend a salary adjustment in order to mitigate inequities, pay freezes, exemplary performance, compression, reorganizations, or other external market conditions. No city employee may receive this exception unless clearly demonstrated exemplary performance as determined by the City Manager only.

B. The City Manager or designee shall provide ~~submit a written~~ rationale supporting the recommendation to the City Council if the salary adjustment requires a budget amendment or public hearing under Utah Code § 10-3-818.

C. A salary adjustment is subject to the availability of funds and approval by the City Council within the approved or amended budget of each department.

6. PROMOTION.

A. At the discretion of the City Manager only, a salary increase may be granted to an employee receiving a promotion.

B. The City Manager only may approve an increase to the new wage when a promotion results from a competitive recruitment to a new position level. Such an adjustment shall be based on exceptional qualifications and subject to the availability of funds.

C. Notwithstanding anything herein to the contrary, an employee shall not be eligible for a salary increase with a promotion within 12 months of a previous salary increase for another promotion or reclassification without the consent of the City Manager only.

(1) An employee who is promoted may be eligible for the minimum of the new position range or not more than an additional 5% only if their current wage is greater than the promoted position minimum; any exception must be approved with consent by the City Manager only. At no time may an employee exceed 10% total in combination of their annual merit increase and promotion without consent of the City Manager only.

~~REASSIGNMENT. Except when due to a demotion, disciplinary action, layoff, or reorganization, an employee who is reassigned shall be paid at least the same salary received prior to the assignment.~~

7. RECLASSIFICATION.

A. If the City Manager only reclassifies a position to a higher level, the City Manager may adjust the employee's salary to at least the minimum of the new range based upon increased responsibility. The City Manager only may temporarily ~~increase~~adjust the wage of or provide a bonus to an employee who is assigned to an interim or acting position.

B. A reclassification increase is subject to the availability of funds and the discretion of the City Council during the budget approval process.

C. If the City Manager only reclassifies a position to a lower level of responsibility, the employee's salary may remain the same.

D. Notwithstanding anything herein to the contrary, an employee shall not be eligible for a salary increase with a promotion within 12 months of a previous salary increase for another promotion or reclassification without the consent of the City Manager only.

E. An employee who is reclassified may be eligible for the minimum of the new position range or not more than an additional 5% only if their current wage is greater than the reclassified position minimum. At no time may an employee exceed 10% total in combination of their annual merit increase and position reclassification without consent of the City Manager only.

8. DEMOTION. If an employee is demoted, either voluntarily or involuntarily, the City Manager only may reduce the salary to the applicable pay range.

9. BENEFITS.

A. Suspended employee.

(1) An employee suspended without pay for disciplinary reasons shall continue to be eligible to receive the following Saratoga Springs' benefits: Retirement, health, dental, disability, and life insurance programs except as otherwise provided by law.

(2) The employee shall pay the employee portion of insurance premiums to continue coverage through the period of suspension.

B. Employees with no benefits.

(1) Full-time employees who do not work 40 hours a week (including those who habitually use PTO to make up hours), p~~P~~art-time employees, temporary employees, seasonal employees, elected officials, planning commissioners, board members, advisory committees, and any and all appointed committee members do not qualify for benefits regardless of the number of hours worked except as otherwise provided by law. Habitually is defined as more than one time per month without prior approval of the employee's supervisor.

~~(1)~~(2) Full-time employees who do not work 40 hours a week (including those who habitually use PTO to make up hours) shall pay an additional proportionate share of their benefits costs if they are short hours or risk losing their benefits. Habitually is defined as more than one time per month without prior approval of the employee's supervisor.

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SECTION XVI: BENEFITS

1. WORKERS' COMPENSATION.

A. Employees may use accrued PTO or short-term medical leave to make up the difference between workers' compensation benefits and their base pay not to exceed the employee's regular take home pay based on non-overtime hours regularly worked and usual payroll deductions.

B. Medical attention. An employee who sustains a bona fide, on-the-job injury should follow the City's policy for seeking medical attention. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report, and copies of this report should be sent within seven days to the insurance carrier, the Industrial Commission, and to the injured worker. (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.)

C. Initial reporting of illness or injury. Reporting the accident or illness is critical to qualification for payment under workers' compensation. If an employee is injured while on the job, no matter how minor, the circumstances shall be reported to the City Manager or designee immediately. After Form 122 is filled out, a copy must be sent to the insurance carrier and a copy must be sent to the Industrial Commission within seven days of the date of injury that results in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. First aid cases need not be submitted to the Industrial Commission unless a physician is required to report.

D. Reporting while off the job. While on leave because of a bone fide, on-the-job injury or illness, an employee must contact their supervisor and the Human Resources Director to report on their condition relative to their worker's compensation status. Failure to provide the required medical status reports prior to payroll deadline prior to any major procedure in a timely manner or at the very minimum every two weeks in writing or email may result in revocation of the leave and/or immediate termination.

E. Return to service. All employees must return to work after the approval of the attending physician. Physician must clearly define what duties an employee may and may not perform according to their job description. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification. ~~Light duty is not guaranteed and the City has the right to not offer light duty. Light duty work should be transitional or short-term with the intent that the employee will return to full duty. Light duty must be approved by the~~ City Manager or designee. The City's Light Duty policy is attached as Addendum B.

F. At the time of final release or settlement of a workers' compensation claim, if no vacancy exists and if a reasonable effort, which has proven to be unsuccessful, has been made to place the employee in another position, the employee may be terminated.

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5. RETIREMENT SYSTEM. Additional details are available from the City Manager or designee.

A. All full-time Saratoga Springs' employees are covered by the Utah State Retirement Systems, unless otherwise authorized by the City Council according to state law.

B. The cost of this program is paid for by the City and the percentages set by the Utah State Retirement Systems.

C. The City has opted out of Social Security benefits for full-time employees. In lieu of social security contributions, the City shall may contribute an amount equal to the current social security contribution amount to an employee's 401(k).

D. ~~In Revenue Ruling 2006-43, the IRS clarified its rules governing employer "pick-up" (member contributions paid by employer in pension plans) elections to require a formal action annually. The City of Saratoga Springs wishes to be in compliance with Utah Code 49 and the IRS ruling 2006-43. The City of Saratoga Springs agrees to pick up the required member contribution for all eligible employees required to contribute to the Utah Retirement System non-contributory Retirement Plan. The City shall renew this employer pick- up annually during the budget process.~~

Depending on the employee's original hire date by a qualifying employer into the Utah Retirement System, full-time employees working at least 40 hours a week shall be eligible for the Utah State Retirement System ("URS") retirement pension plan as a Tier 1 or, at the employee's election, Tier II Hybrid or Tier II Defined Contribution plans. The City shall contribute on behalf of the employee into the URS system upon hiring as a full-time employee working at least 40 hours a week as required by Utah law.

For some public safety employees in the Tier 2 hybrid system, the City Council may choose, during the budget approval process, on a year-to-year basis, and as recommended by the City Manager, to "pick-up" and pay all or portions of required employee contributions for eligible public safety and firefighter employees who are participating members in the Tier II Hybrid Retirement System, under the Public Safety and Firefighter Tier II Contributory Retirement Act. Such contributions, although designated as employee contributions, will be paid by the City in lieu of contributions by the employee. Such "pick-up" is not guaranteed and shall at all times comply with IRS regulations. These eligible public safety employees may not opt out of the "pick-up," or to receive the contributed amounts directly instead of having them paid by the City to the retirement plan.

E. If an employee is not eligible for retirement contributions to be made into the Utah State Retirement System, the City will not make retirement contributions into a different retirement system, unless otherwise authorized by the City Council in accordance with State Law.

F. Elected Officials, Planning Commissioners, Board Members, Advisory Committees, and any and all appointed committee members shall be designated as "part-time ineligible" under Title 49 of the Utah Code.

G. Full-time employees participating in a URS plan shall at all times monitor their service credits as reflected in their URS system accounts. The City shall not be responsible for ensuring that URS accurately reflects employees' service credits or years of service. Further, the City shall have no liability for retroactively paying any of the employee's

missed service credit beyond any applicable statute of limitation in state law.

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SECTION XVIII: LEAVES OF ABSENCE

1. ABSENT WITHOUT LEAVE.

   A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the City Manager or designee.

   B. Any employee who is absent for three or more consecutive work days without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be substituted by the City Manager or designee by subsequent grant of leave with or without pay as the circumstances dictate.

1. PERSONAL TIME OFF (PTO). The city recognizes employees need time away from work for relaxation and to meet their needs when ill. PTO shall primarily be used for vacation, time off, and sick leave except as otherwise permitted in the Short-Term Medical Leave policy

   A. PTO is available for full-time employees to use for paid time away from work. It may be used for any reason needed for time off such as vacation, illness, injury, personal business, family illness, etc.

   B. PTO will begin accruing on the first day of employment as shown in the following table and will continue to accrue on a pay period basis thereafter. Employees will not be eligible to use or be paid for PTO during their initial 90 days of full-time employment. However, the city will allow leave without pay subject to the City Manager or designee's approval.

   C. PTO Accrual:

FULL-TIME EMPLOYEES *(2080 work hrs.)*					
	Years of Full-Time Service	Accrual Rate Per Pay Period	Yearly Equivalent	Payout Cap	Maximum Carryover
Step 1	0-5 Years	4.62 hrs	120 hrs	200 hrs	400 hrs
Step 2	5-10 Years	6.15 hrs	160 hrs		
Step 3	10-20 Years	7.70 hrs	200 hrs	240 hrs	
Step 4	>20 Years	7.70 hrs	200 hrs	280 hrs	

FULL-TIME FIREFIGHTERS *(2912 work hrs.)*					
	Years of Full-Time Service	Accrual Rate Per Pay Period	Yearly Equivalent	Payout Cap	Maximum Carryover
Step 1	0-5 Years	6.54 hrs	170 hrs	200 hrs	560 hrs
Step 2	5-10 Years	7.96 hrs	207 hrs		
Step 3	10-20 Years	9.85 hrs	256 hrs	240 hrs	
Step 4	>20 Years	9.85 hrs	256 hrs	280 hrs	

D. The maximum PTO carryover for employees is 400 hours, except firefighters maximum PTO carryover is 560 hours. On January 1 of each year, any hours above the maximum carryover will be forfeited.

E. The City of Saratoga Springs has established a maximum payout cap for accrued PTO as stated in the chart above. Any hours accrued above the cap will be forfeited upon the cessation of employment.

F. Employees are required to obtain approval of PTO in advance of its use. Employees are required to submit their request using means provided by the City to their supervisor for approval. Employees should request their leave with as much advance notice to their supervisor as possible. Supervisors have authority to grant or deny PTO based upon the needs of their department at the time of the request. Supervisors should not withhold approval if the leave will not cause undue harm to the City or department. Employees may not use PTO after they have provided notice of a voluntary resignation unless approved in advance by the City Manager or designee.

G. Employees who are not able to provide advanced notice for their leave request due to illness, injury, or other emergency situation should notify their direct supervisor, or the person designated by the department head, before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. A formal leave request is required to be completed upon the employee's return to work. The City reserves the right to require a doctor's notice of illness or injury if an absence is in excess of three working days.

H. If the City determines that an employee is abusing this policy, the offending employee will be subject to discipline. Abuse of this policy includes not requesting prior approval for leave not related to illness or injury. Discipline will depend upon the severity of the offense and may include a verbal reprimand, written reprimand, suspension, demotion, probation, or termination.

A. The City Council reserves the right to increase the accrual rate for executives, department heads, or other positions as part of a negotiated benefits package at the time of hire or promotion. Employees hired at

an increased accrual rate will remain at that rate until they have reached the years of service required for an accrual rate increase unless otherwise negotiated.

B. FLSA non-exempt employees may use PTO in minimum increments 1/4 hour. FLSA-exempt employees may use PTO in minimum full work day increments.

K. PTO is paid at the employee's base rate. PTO hours used are not considered hours worked and do not contribute to the calculation of overtime.

L. Persons hired on an emergency, part-time, seasonal, temporary, or independent contractor basis shall not accrue PTO.

M. A holiday which falls during an employee's PTO shall be counted as a paid holiday and not as PTO.

N. An employee who is separated from employment may be compensated for all accrued PTO up to the amount listed in the chart in Section 2.C. above, unless the employee does not give their two weeks' notice as specified in Section IX.2., the employee is terminated for cause, the employee resigns in lieu of termination, the employee does not complete their remaining shifts after ~~their two weeks~~'14 days' notice to the Human Resources Department, or the employee is subject to pending disciplinary action, in which cases the employee is not eligible for a PTO payout. Exceptions to PTO payout ineligibility may be approved by the City Manager ~~only~~or designee if good cause is shown. Supervisors are responsible for notifying Human Resources when an employee resigns, whether or not proper notice has been given, on the same day the employee resigns.

O. All PTO requests should be submitted a reasonable time in advance of the desired time off to the City Manager or designee. If the number of requests would render the department or organization ineffective, PTO shall be granted in order of application (first-come-first-served) at the discretion of the City Manager or designee.

P. Any employee who uses PTO for an FMLA eligible purpose shall use FMLA leave concurrently to their PTO leave.

Q. The City may require the use of PTO when an employee does not meet the minimum hours required by URS Public Safety or Firefighter funds.

3. HOLIDAY LEAVE.

A. Holidays. Saratoga Springs will grant 110 hours (132 hours for firefighters) of paid holiday time away from work to all full-time employees. The holidays listed below are paid based on a 10-hour (12 hours for firefighters) workday.

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Pioneer Day (July 24)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

In addition to the above recognized holidays, the City Council of Saratoga Springs may designate any other day as a holiday at its discretion.

B. If any of the above holidays fall on a Friday, Saturday or Sunday, the holiday may be observed on another day. The City will follow the federal holiday schedule when holidays fall on a weekend. If employees are not scheduled to work on the federal holiday date, they will be able to take the holiday on another day but within one week of the holiday. The City Manager or designee may approve the use of a holiday on another date that does not fall within one week of the holiday. For example, if a holiday falls on a Saturday, the federal holiday will usually be observed on a Friday. Since many employees are not scheduled to work on Friday, they should take the preceding Thursday or following Monday off work. In some cases where a department cannot operate with only half their staff, they may opt to spread the days off within the department. In these cases, each employee must take their day off work within one week of the holiday date.

C. A City paid holiday leave day may not be used as a final day of employment except as approved by City Manager or designee.

4. SHORT-TERM MEDICAL LEAVE. Short-term medical leave with pay is available to full-time employees for periods of temporary pre-planned absence due to short-term illness or injury, to obtain necessary medical care, or to care for family members. Full-time employees are eligible to earn and use short-term medical leave as described in this policy.

A. The following conditions apply to the use of short-term medical leave:

(1) Short-term medical leave may only be accessed beginning the 25th consecutive hour of work missed (34th for fire), with the exception of an employee's prescheduled event of 30 days or more in advance (e.g., surgery, hospitalization, full day of absence, or other event as determined by the City Manager or designee). The 24 consecutive hours, (33 for fire) will be charged against an employee's PTO and will not be adjusted or refunded. If the employee does not have 24 hours of accrued PTO, the City Manager only may allow, on a case-by-case basis, a temporary negative PTO balance to meet the 24 consecutive hour requirement, which PTO shall be repaid upon accrual of the PTO hours. If an employee terminates employment with a negative PTO balance, the PTO deficiency shall be repaid with the employee's final paycheck. This is the only allowance of a negative PTO balance.

(2) Short-term medical leave may only be used to care for a family member if it is medically necessary and the leave is preapproved by the City Manager ~~only~~or designee. It may only be accessed beginning the 25th hour of work missed (34th for fire).

(3) Short-term medical leave may only be used for 13 consecutive weeks. Employees may not use short-term medical leave once long term disability coverage is available and/or has begun.

(4) Short-term medical leave must be accompanied with medical documentation and submitted through Human Resources for approval.

B. Short-term medical leave will begin accruing on the first day of employment and will continue to accrue on a pay period basis thereafter. Each eligible employee shall accrue 40 hours of short-term medical leave annually.

~~Employees who are unable to report to work due to illness or injury should notify their direct supervisor, or the person designated by the department head, before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence~~.

C. Medical certification is required and the city reserves the right to seek additional opinions from a medical professional of their choice. If the City requires a second opinion, the medical costs will be the responsibility of the city. Periodic medical certification may be required throughout the leave time, and short-term medical leave payments will discontinue at the time the employee is determined by a medical professional that he or she is fit for duty.

D. FLSA non-exempt employees may use paid short-term medical leave in minimum increments of 1/4 hour. FLSA-exempt employees may use paid short-term medical leave in full work day increments.

E. A medical release may be required prior to returning to work.

F. Employees will be allowed to take intermittent short-term medical leave for a period of one year from the date of the qualifying event as long as the intermittent leave relates to the qualifying event. Human Resources will be responsible to verify and approve all intermittent use of short-term medical leave. Employees with a work-related injury and active and compensable worker's compensation case with the same claim number may be allowed to take intermittent short-term medical leave for a period of two years from the date of the qualifying event as long as the intermittent leave relates to the same claim number.

G. Short-term medical leave is paid at the employee's base rate. Short-term medial leave hours used are not considered hours worked and do not contribute to the calculation of overtime.

H. An employee's accrued short-term medical leave hours will not be paid to the employee upon termination of employment for any reason including retirement.

I. The city also provides a Long-Term Disability Program for all benefited employees. Time requirements and qualifications are determined by the plan document.

J. Any employee who uses short-term medical leave shall use FMLA leave concurrently to their short-term medical leave.

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10. FUNERAL/BEREAVEMENT LEAVE. Full-time employees may request leave of up to 40 hours (or the equivalent of 5 working days for employees on other shifts) ~~(~~or two 24 hour shifts for fire department employees on a 48-hour work week~~)~~ of paid time away from work in the event of a death of an immediate family member. Part-time employees may be granted time off without pay for funeral leave. Immediate family members are defined as a spouse, spousal-equivalent, sibling, parent, or child of the employee. The leave is intended to support the employee when travel may be necessary or when there may be a need for them to handle family matters. Request shall be reviewed on a case by case basis and approved by the City Manager or designee. The City Manager or designee alone shall have the authority to authorize additional paid days off on a case-by-case basis. In the event of the death of another family member, a leave of up to thirty hours (or the equivalent of three working days for those on other schedules) three days of paid time away from work may be

approved to attend funeral services for full-time employees. Requests shall be reviewed on a case-by-case basis and approved by the City Manager or designee alone. Other family members are defined as grandparent, grandchild, in-laws, niece, nephew, aunt, uncle or cousin. The City Manager only shall have the authority to authorize additional paid days off on a case-by-case basis. Funeral leave shall not be charged against accrued PTO. FLSA non-exempt employees may use funeral leave in minimum increments of 1/4 hour. FLSA-exempt employees may use funeral leave in minimum full work day increments. Funeral leave is paid at the employee's base rate. Funeral leave does not contribute to the calculation of overtime.

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15. VOLUNTARY MEDICAL EMERGENCY LEAVE BANK POLICY. The City has established and manages a voluntary medical emergency leave bank from which eligible employees may contribute unused accrued PTO for use by a leave bank member who is experiencing a personal or family medical emergency and has exhausted his or her available paid leave. The City's Leave Bank Board administers the leave bank and determines how much donated annual leave an employee may receive from the leave bank. Any unused donated annual leave is returned to the leave bank.

Employees who wish to participate in the leave bank program shall:

A. Have a minimum combined PTO and STM leave balance as shown in the following table. This requirement may be, but is not required to be, waived for employees who are current leave bank members and have had, in the past year, a leave bank qualifying event (see Subsection E) that depleted their leave time balance. This waiver must be determined by a unanimous decision of the Leave Bank Board.

	Years of Full-Time Service	Full-Time Employees (2080 work hours annually) Minimum Combined PTO and STM Balance	Full-Time Firefighters (2912 work hours annually) Minimum Combined PTO and STM Balance
Step 1	0-1 Year	40 hours	53 hours
Step 2	1-3 Years	80 hours	106 hours
Step 3	> 3 Years	160 hours	212 hours

B. Be non-probationary employees who are eligible for sick and vacation leave benefits.

(1) An employee who has completed probation may opt in to the leave bank as they come off of probation if they meet the minimum leave accrual stated above.

(2) Be required to contribute hours of their available PTO to the bank annually as determined by the Leave Bank Board.

a. The contribution must be made each year during the insurance open enrollment period, as designated by the City Manager or designee alone, by completing and submitting the appropriate form to Human Resources. This requirement may be, but is not required to be, waived for employees who have had, in the past year, a leave bank qualifying event (see Subsection E) that depleted their leave time balance. This waiver must be determined by a unanimous decision of the Leave Bank Board.

b. If the bank has a substantial balance of days remaining prior to the open enrollment period, the City Manager or designee may suspend the contribution requirement for one year.

c. Any employee who did not participate in the bank the previous year but who desires to participate during the non-contribution year shall be required to contribute 10 hours of their available PTO to the bank to initiate eligibility by submitting the appropriate form to Human Resources during the open enrollment period, as designated by the City.

d. Employees who cancel their participation in the bank shall not be eligible to withdraw the leave they have contributed to the bank.

C. Employees may contribute additional PTO at any time and may also request that PTO leave be donated to a specific leave bank member (other than his or her immediate supervisor), so long as the following conditions are met.

(1) Any given PTO contribution may not be more than 1/2 of the employee's current PTO balance.

(2) Annual PTO contributions may not total more than 1/2 of the employee's amount of annual leave he or she would accrue during the leave year.

(3) An employee with "use or lose" annual leave (i.e., leave that will not carry over to the next year) may donate the lesser of one-half of the annual leave he or she would accrue in a leave year or the number of hours remaining in the leave year for which he or

she is scheduled to work and receive pay.

(4) No exceptions will be made to increase the limitation on donating annual leave.

(5) A full-time, non-probationary employee who is not a leave bank member may apply to contribute leave at any time so long as their leave donation does not violate the above stated donation criteria.

D. All leave time donated to the bank shall be converted to a comparable dollar value and held in a compensated absences liability account until such time as the Leave Bank Board awards leave to a withdrawing bank member. The City shall report the payments on the withdrawing employee's Form W-2 and withhold income tax and FICA tax from the payments at the time leave is withdrawn.

E. The leave bank shall be administered by a Leave Bank Board consisting of three board members appointed by the City Manager or designee.

(1) The City's Leave Bank Board Member seat shall be appointed annually.

(3) The Leave Bank Board may award up to, but not to exceed, the withdrawing employee's standard full-time hours for a six-week period.

(4) The Leave Bank Board shall make final decisions regarding the requests and shall reserve the right to approve, deny, or to partially approve requests based upon the standards in this policy.

(5) Leave bank hours are paid at the employee's base rate with applicable taxes and benefits. Leave bank hours used are not considered hours worked and do not contribute to the calculation of overtime.

(6) During the use of leave bank hours an employee's PTO, STM, and time toward their performance evaluation and incentives, if applicable, shall not accrue. Retirement contributions and time towards any retirement system shall not accrue.

(7) The voluntary medical emergency leave bank cannot be overdrawn. If insufficient days are available in the bank to cover withdrawal requests, the requests shall be denied regardless of severity or need.

(8) After the decision of the Leave Bank Board, Human Resources will provide written notification to an applicant within 14 calendar days as to whether or not his or her application has been approved. If the 14th day falls on a Saturday or Sunday, then the written notification must be provided by the following Monday after the 14th day. If the Leave Bank Board denies an application, the notification must include the reasons for denial.

F. Employees who wish to draw from the voluntary medical emergency leave bank program shall:

(1) Meet all eligibility requirements for Family and Medical Leave (FMLA).

(2) Have a severe extended illness or catastrophic medical problem themselves or are providing necessary care to their spouses, dependent children, or parents with a severe extended illness or catastrophic medical problem.

a. First priority shall be given to situations that may include but are not limited to, life-threatening illnesses, organ donations, or severe accidents requiring extended recovery periods.

(3) Be a current contributing member of the voluntary emergency medical leave bank. Requests may be submitted and approved any time after the required leave has been contributed during the required time.

(4) Not meet any of the following criteria:

a. The injuries or illnesses is compensable under the Workers' Compensation Act.

b. The illnesses or medical problems are of a short-term nature (less than three weeks of leave time required).

c. Bank withdrawals shall not exceed the employee's standard full-time hours for a six-week period during any consecutive 12-month period for the employee's own illness or injury.

d. Requested leave shall not extend an employee's absence beyond the limits provided in the City's FMLA Policy. Any employee who uses time from the bank for qualifying purpose shall use FMLA leave concurrently to

their bank leave.

(5) Have depleted completely their comp time, short-term medical leave, and personal time off balances.

(6) Request medical emergency leave from the bank, in writing, by the employee who is affected by a personal or family medical emergency. If the employee is not capable of making written application, a personal representative may make the application on behalf of the employee. The request must include the following:

a. The name, position title, and pay rate of the leave bank member.

b. The total amount of hours being requested may total up to, but not to exceed, the employee's normal hours for a six-week period.

c. The reasons transferred medical emergency leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and if it is a recurring one, the approximate frequency of the medical emergency affecting the leave bank member.

d. If required by the Leave Bank Board, certification regarding the medical emergency from one or more physicians or other appropriate experts. (The agency must pay the expenses associated with obtaining agency-required certification from more than one source.)

e. If the requested leave is to care for a family member, documentation of the employee's relationship to a family member.

(7) Employees who receive leave days from the bank based on falsified, untrue, or misleading requests and/or physician verifications shall be subject to disciplinary action, up to and including termination and shall be required to reimburse the City for leave days granted and used.

(8) An employee may receive donated annual leave when he or she becomes an approved leave recipient.

G. Employees' approved use of leave bank time terminates when any of the following occur:

(1) When the leave recipient's City employment is terminated, unless determined otherwise by the bank board;

(2) When the leave recipient provides written notice that the medical emergency is over or when the Leave Bank Board determines, after written notice to the leave recipient and opportunity for response that the medical emergency is over. The Leave Bank Board may grant additional leave based on one or more of the following documented factors:

a. The severity of the medical emergency;

b. The recipient employee's need to settle any financial affairs;

c. Recommendations given by the medical provider;

d. The need to make travel accommodations;

e. City administrative concerns; or

f. The need, as determined in the sole discretion of the City, to comply with any state or federal employment laws.

(3) At the end of the biweekly pay period in which the agency receives notice that the leave recipient has been approved for long-term disability retirement.

Any unused medical emergency leave withdrawn from the leave bank and not used before the termination of a leave recipient's medical emergency must be returned to the leave bank.

16. DOCUMENTATION OF LEAVE. Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the City Manager or designee as soon as possible. In some cases where official paperwork is not available, the City Manager or designee may request that the employee supply additional information in writing to support the absence.

SECTION XIX: GENERAL SAFETY

* * * * *

2. PROPER USE OF SARATOGA SPRINGS EQUIPMENT AND TOOLS.
The use of Saratoga Springs equipment or tools for private purposes is strictly prohibited. The use of personal equipment for City purposes is also prohibited unless authorized by City Manager or designee. However, exceptions to this policy are authorized in emergencies to protect property and preserve life.

A. Employees shall be required to attend training provided by Saratoga Springs, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by the City.

B. A commercial driver's license (CDL) and medical examiner's certificate is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current CDL in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their CDL at four-year intervals.

C. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

D. Employees shall keep the agency vehicles which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

E. Employees shall not use handheld wireless communication devices while operating a motor vehicle in violation of Utah Code Title 41, Chapter 6a.

3. USE OF SAFETY DEVICES ON CITY VEHICLES, TOOLS, AND EQUIPMENT.

A. "Safety Device" is defined herein as a device, safeguard, technology, or equipment designed to alert of, mitigate, or prevent injury, damage, or accidents to people, property, equipment, vehicles, or tools, or a device, safeguard, technology, or equipment that prevents unintentional activation or functioning of a City vehicle, tool, or equipment. Examples of Safety Devices include but are not limited to:

(1) Backup alarms;

(2) Safety lighting systems
(3) GPS/telematics systems;
(4) Safety guarding, latches, locks, and gates;
(5) Smoke or carbon monoxide alarms;
(6) Backup cameras;
(7) Antilock braking systems;
(8) Airbags; and
(9) Seat belts.

B. City employees shall only operate or use City equipment, tools, or vehicles with all Safety Devices enabled.

C. City employees shall not remove, disable, deactivate, or dead-line Safety Devices.

D. If a Safety Device has been removed, disabled, deactivated, or dead-lined, the City employee shall immediately cease use of the equipment, tool, or vehicle and notify his or her supervisor immediately.

E. City employees shall be responsible to ensure that all Safety Devices remain in place and operational at all times.

ADDENDUM B: Light Duty Policy

1. Purpose

The purpose of this policy is to provide, at the City's discretion, temporary modified or light-duty work opportunities for employees recovering from illness or injury-whether work-related or non-work-related-who are temporarily unable to perform their regular duties but are capable of performing alternate tasks within their medical restrictions.

2. Scope

This policy applies to all employees of the City of Saratoga Springs, except for elected officials.

3. Definitions

- Light Duty/Modified Duty: Temporary job tasks or responsibilities that accommodate the employee's physical limitations as outlined by a licensed medical doctor, nurse practitioner, or physician's assistant.
- Work-Related Injury/Illness: An injury or illness determined to have occurred in the course and scope of the employee's job duties, covered by workers' compensation.
- Non-Work-Related Condition: A medical condition not related to job duties.

4. Eligibility

Employees may be eligible for light duty if:

- They have a written release from a licensed healthcare provider specifying limitations and duration; and

- A temporary light duty assignment is available that accommodates those restrictions.

5. Process

1. Notification: The employee must notify their supervisor and Human Resources (HR) of any injury or condition impacting their ability to work.

2. Medical Documentation: The employee must provide documentation from a treating medical provider outlining:

- Work status;
- Functional restrictions;
- Modifications to essential job functions based on the employee's job description; and
- Duration of restrictions.

3. Assignment Determination:

- HR, in coordination with the department head, City Management, and Risk Management, will determine if suitable work is available.
- Assignments may be within or outside the employee's regular department but will remain within the scope of city operations.
- The City is not obligated to create a light duty position if no suitable work is available.
- So long as the assignment does not fall within a restriction as provided by the employee's medical doctor, the employee shall accept an assignment or be subject to disciplinary action.

6. Conditions of Assignment

- Light duty is temporary and typically not to exceed 90 days, subject to review, approval, and possible extension based upon medical recommendation and operational feasibility.
- Employees must comply with all medical restrictions and city work rules while on light duty.
- Refusal of an offered light duty assignment may impact eligibility for workers' compensation and/or leave benefits.
- Employees on light duty will be compensated at their regular rate of pay unless otherwise agreed upon in writing.
- Employees who are on light duty for non-work related injuries shall be required to sign a release/waiver/indemnification

7. Return to Full Duty

Employees must submit a full duty release from their treating provider before resuming normal job functions.

8. Confidentiality

All medical information will be handled in accordance with HIPAA and applicable privacy laws. Supervisors and coworkers will only be informed of restrictions as needed to support compliance with accommodations.

9. Coordination with Other Policies

This policy works in conjunction with the City's Workers' Compensation Policy, FMLA Policy, ADA Policy, and other applicable personnel procedures.

ADDENDUM C: Risk Management Policy

Philosophy

General Policy – It is the philosophy of the City of Saratoga Springs, Utah ("City") to reduce the potential for loss from exposure through sound risk management practices. This applies to the City, all departments, and individual employees. Through these practices, the City will better protect its employees and the public, while reducing the expenditure for claims against the City.

Department Responsibility – Each Department Head is responsible for creating and implementing a risk management program for their department. The Department Heads are most aware of how to reduce the potential for loss or injury for their employees and the City. The Department Heads shall implement a program that fulfills any and all requirements by this Policy, the City insurance carriers, the City Safety Committee, City Risk Manager (if applicable), and the City Manager in order to protect the safety and welfare of the employees and public, prevents financial losses, and reduces insurance premiums. Each Department Head shall:

- Implement all applicable Utah Local Governments Trust risk reduction policies or programs; and
- Assign an employee to oversee the implementation of the City's risk management policies and represent the department to the City Safety Committee if assigned to the committee by the City Manager. The Department Head may retain these responsibilities, if desired.

Individual Employee Responsibility – Individual employees have an obligation for their own safety, as well as the safety of other employees, City residents, and property. Employees shall abide by the risk management policies of the City and their Department. Employees shall receive adequate training, supervision, and safety equipment and tools to ensure a proper and safe work requirement. Employees shall immediately report to their supervisors any potential hazards or situations where risk of injury or loss is present or created.

City Safety Committee – The City Safety Committee creates and implements formal policy and philosophy relative to risk management and safety. The City Safety Committee also reviews incidents that have or may expose the City to loss and makes decisions on how to address the incidents and prevent future similar incidents. The City Safety Committee shall, unless otherwise assigned by City Manager only, be comprised of the City Manager or designee, City Attorney, Department Heads (if assigned), and Risk Manager (if applicable). The City Safety Committee General Duties include:

- Developing and implementing risk management objectives; and
- Receiving reports and making findings and recommendations regarding incidents that expose the City to potential loss or injury.

Safety Training

In General – Each Department Head shall arrange, schedule, and provide safety trainings per department needs. Said training should cover best safety practices, changes in policy, recent issues, accident prevention, and the like.

Regularly Scheduled – Department Heads shall regularly schedule such safety trainings through the year, per department needs. Each department should conduct such safety trainings, at a minimum, on a quarterly basis. Depending on department needs, more frequent safety trainings may be appropriate.

Reporting of Completed Trainings – Each Department Head shall report completed safety trainings to Risk Management and the City Safety Committee, giving a brief overview of issues discussed and pertinent information.

Contractor Workers' Compensation Verification

In General - It is imperative that each contractor doing business with the City possesses valid workers' compensation policies that indemnify the City from any liability if a contractor's employee is injured while in the course of their employment duties when working on a City contract at or on City property.

Department Verification – It is required that the Department Head or designee verify that a contractor conducting any work at or on City property under a contract with the City has and maintains a valid workers' compensation throughout the duration of the contract or has a valid Workers' Compensation Coverage Waiver from the Utah Labor Commission. A certificate of insurance or valid Waiver shall be obtained by the Department Head or his or her designee prior to the contractor commencing any work at or on City

property. City property includes but is not limited to any premises owned or leased by the City including buildings, real property, streets, roads, sidewalks, and parks.

Safety Manuals

Each department may have a safety manual specific to that department as directed and approved by the City Manager or designee. This safety manual will be created and maintained by the Department Head or designee. Said safety manual will contain best practices specific to the department on how to reduce risk of injury and loss by the department, how to properly use any and all safety and emergency equipment used or possessed by the department, and the proper procedures or protocol on how to address or approach the situations most likely to lead to injury or loss by the department. Safety manuals may not contradict, conflict, or supersede this Risk Management Policy or the City's Personnel Policies and Procedures Manual.

Building Evacuation Procedures

Introduction – The City with the assistance of the Fire Chief/Marshall or designee shall create, implement, and maintain an evacuation plan for all City buildings that are occupied by employees or the public. These procedures will assist in increasing the safety of employees and the public in the event of an emergency that requires a building to be evacuated.

Evacuation procedures – Each City building that is or may be occupied by employees or the public may have an evacuation plan that has been created by that building's department head and approved by both the Fire Chief/Marshall and Risk Manager. Evacuation routes may be displayed throughout the building and regular evacuation drills will be performed by management and/or the Fire Department.

The department head of each City building will be responsible for updating the plan as circumstances change due to change in personnel, office layout, adjacent development, etc.

Cell Phone Safety

Using a cell phone while driving is strictly prohibited except as provided in the "exceptions" below:

- While operating a moving motor vehicle while on city time, employees may not talk on a cell phone without a hands-free device or to manually:
  - Write, send, or read a written communication, including:

- A text message;
- An instant message; or
- Electronic mail.

- Dial a phone number;
- Answer or otherwise manipulate any function;
- Access the internet;
- View or record video;
- View or take any photograph; or
- Enter data into a cell phone.

➢ Exceptions: The above section does not prohibit an employee from using a cell phone while operating a motor vehicle while on city time:

- To view a global positioning or navigation device or a global positioning or navigation application;
- During a medical emergency;
- When reporting a safety hazard or requesting assistance relating to a safety hazard;
- When reporting criminal activity or requesting assistance relating to criminal activity;
- When used by law enforcement or emergency service personnel acting within the course and scope of the law enforcement or emergency service personnel's employment; or
- To operate a system that is physically or electronically integrated into the motor vehicle.

If an employee is found to have violated this policy or if the use of a cell phone in violation of this policy is found to have contributed to a preventable accident involving a City employee while operating a vehicle during work hours, disciplinary action may be taken up to and including termination.

Use of Seat Belts

Policy - Saratoga Springs employees and other vehicle occupants shall use available seatbelts in City owned, leased, or rented vehicles whenever such vehicles are in use. Employees and occupants shall also use safety belts in personal vehicles when used on official City business. The driver of the vehicle is responsible for enforcing safety belt usage by all occupants. The ranking occupant, if other than the driver, also equally shares this responsibility.

Exception – Emergency medical personnel rendering patient care in the back of an ambulance when such care cannot be rendered while restrained may remove seat belts to

render that care. Emergency medical personnel are to be properly restrained at all times when patient care is not hampered by the use of seat belts.

Safety belt systems in all vehicles are to be maintained so that they are clean, easily accessible, and in good working order.

Failure to follow the terms of this policy and properly utilize safety belts will be treated as a violation of City policy. Disciplinary action may result, which could include but is not limited to verbal or written reprimand, suspension, demotion, and/or termination.

Accident reporting

Any vehicle accident or collision that involves an employee in course of his or her employment, whether in a City vehicle or not, shall be immediately, or a soon as practicable, reported to a supervisor.

Unsafe Vehicles and Equipment

No Saratoga Springs employee shall knowingly operate a City motor vehicle or piece of equipment which he or she believes has had inadequate maintenance or is unsafe. If an employee reasonably believes that a vehicle or piece of equipment is unsafe to the extent that there is a reasonable risk of bodily injury, it shall be reported to his or her supervisor immediately. Prior to any further use, the vehicle or equipment shall be checked and, if necessary, repaired. All maintenance and/or repair work should be documented.

Reporting Downed or Obstructed Traffic Control Device

Employees shall report downed or obstructed traffic control devices in a timely and safe manner. Written records are to be maintained by the Public Works Department.

City Vehicle Backing Policy

Definitions: Terms in this policy shall have the following definitions:

1. **"Commercial vehicle"** means any vehicle used by City employees exceeding specific weight, passenger, or hazardous material thresholds requiring a Commercial Driver's License (CDL) to operate, including but not limited to vehicles with a Gross Vehicle Weight Rating (GVWR) over 26,000 lbs., used to transport 16+ passengers, or used to haul hazardous materials.

2. **"White fleet vehicle"** means any non-emergency municipal vehicle used by City employees for general governmental activities and not for emergency response or law enforcement purposes.

Parking Commercial Vehicles:

1. When backing, spotters shall be used whenever possible. Every reasonable effort shall be made to locate and utilize a spotter. If a spotter is not available, the driver shall conduct a complete walk-around of the vehicle prior to entering and initiating a backing maneuver and shall carefully observe the surrounding area throughout the backing process to ensure it remains clear of pedestrians, children, animals, obstacles, and other potential hazards.
2. Spotters shall watch for blind spots and hazards the driver cannot see and use clear, pre-arranged hand signals to communicate with driver.
3. When parked along a roadway for 10 minutes or more, and City personnel are working in or around the area, appropriate safety measures shall be deployed, including the placement of 4 cones around the vehicle to increase visibility and enhance safety. The cones shall be placed at the rear of the vehicle and on the street-facing side of the vehicle, with additional safety traffic control devices used as necessary based on site and work conditions. Amber Safety lights shall also be activated on the vehicle.

Parking White Fleet Vehicles:

1. All white fleet City vehicles shall be backed into a parking space or positioned facing forward, or parked in a pull-through parking space, whenever feasible and appropriate.
2. When backing, a spotter shall be used whenever possible. If a spotter is not available, the employee shall conduct a walk-around inspection of the vehicle to ensure the area is clear and free from hazards such as pedestrians, children, animals, and obstacles.
3. Spotters shall watch for blind spots and hazards the driver cannot see and use clear, pre-arranged hand signals to communicate with driver.

Provisions Applicable to all Vehicles:

1. Operation of City vehicles shall be in accordance with applicable laws and regulations at all times.

2. Employees shall avoid situations that require backing a vehicle with a trailer. When backing a vehicle with a trailer is necessary, the driver shall locate and utilize another employee as a "spotter." Spotters shall watch for blind spots and hazards the driver cannot see and use clear, pre-arranged hand signals to communicate with driver.
3. Prior to backing out of a parking stall when a spotter is not available, the driver shall exit the vehicle and perform a full walk-around inspection of the vehicle (and trailer, if connected) to ensure the area is clear of pedestrians, children, animals, obstacles, and other potential hazards.

ADDENDUM D: Workers' Compensation

Policy – The City is committed to providing a safe work environment to our employees. If an employee becomes injured on the job, the City will do everything it can to help the employee heal and return to work as quickly as possible. When employees are able to work and be a contributing team member, the injured employee heals faster, the City is more productive, and the morale of our entire organization is lifted.

Workers Compensation Coordinator – Human Resources Director is our Workers Compensation Coordinator (WCC). The Workers Compensation Coordinator will help injured employees and their supervisors achieve the goal of helping injured employees get healthy and back to being a contributing team member.

Medical Providers – If a life-threatening injury occurs, 911 should be called to access normal emergency care. Employees with routine, non-life-threatening injuries should be taken by their supervisor to:

- [Network Provider Occupational Medicine Clinic address.]
- If the Network Provider is not available (after hours, etc.), call the Workers Compensation Coordinator to arrange medical care.
- Employees must seek care from the provider designated by the WCC. Failure to do so may affect their workers compensation claim.

Injury Reporting – All injuries, no matter how minor, must be reported immediately to the employee's supervisor and no later than 3 days after occurring. Supervisors report these injuries to the Workers Compensation Coordinator, who begins a workers compensation claim and helps to arrange medical care. All injuries must be reported the day they occur. Failure to report injuries could jeopardize coverage of the injury.

Post Injury Procedures – After receiving medical treatment, these steps shall be taken:

- Employee and his/her supervisor deliver all paper work from the medical provider to the Workers Compensation Coordinator.

- The WCC and the injured employee's supervisor review any restrictions given by medical provider with the injured employee's job description and determine if the employee's normal job meets the restrictions. If not, a Restricted/Light/Transitional Duty job will be assigned to accommodate the restrictions. (Sample light duty jobs are attached.)
- Injured employees must comply with the restrictions they are given. Failure to do so could slow their recovery or cause further injury.

Restricted/Light/Transitional Duty – The City will accommodate restricted duty jobs for workers injured on the job. The WCC will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals.

Follow Up – The injured employee is responsible to communicate and follow up with their supervisor and the Workers Compensation Coordinator to make sure they are getting the care required, attending their medical appointments, and complying with their restrictions, and that any restricted duty assignments are helping the employee move closer to their regular job duties.

Interaction With Adjusters – One of the best ways to help an employee get healthy and return to work quickly is to communicate with adjusters who manage the workers compensation injury claim. Adjusters have access to resources and have a vast knowledge in how to help injured employees get better. Utah Local Governments Trust has partnered with Constitution State Services (CSS) to adjust claims. They can be reached at 800.243.2490.

Failure to Follow Applicable Law, Policies and Procedures

- Questions Concerning Program Requirements – Employees are strongly encouraged to contact Risk Manager if questions should arise regarding the reporting, treatment, or processing of workers' compensation claims. Additional details pertaining to the City's program may be obtained by contacting Risk Manager.
- Loss of Benefits – Failure by an employee to follow procedures for reporting and processing workers' compensation claims as required by this policy, State law, and the Utah Labor Commission may result in the denial of a claim and/or in the loss of benefits by the employee.

ADDENDUM E: Artificial Intelligence Policy

I. PURPOSE

The purpose of this policy is to establish guidelines for the appropriate use of artificial intelligence (AI) within the local government of Saratoga Springs, Utah (hereafter "City"), including the use of Generative AI (GAI) and Algorithmic AI (AAI) tools, defined in Section 3 below. This policy aims to ensure that AI technology is used to enhance productivity, efficiency, and decision- making while complying with applicable law and respecting privacy, confidentiality, and data security.

II. SCOPE

This policy applies to all employees, who interact with, develop, or implement AI tools within the City (collectively, AI Users). It covers all AI technologies, including, but not limited to, machine learning, natural language processing, and computer vision.

III. DEFINITIONS

A. Generative AI (GAI) is a technology that can create new content in response to prompts, including but not limited to text, speech, and images (e.g., ChatGPT).

B. Algorithmic AI (AAI) is a technology that analyzes data with machine-learning algorithms and can make decisions or predictions based on the data.

C. AI Tool is any app, software, or system that can independently change its own analytical methods and utilizes artificial intelligence (including Generative and Algorithmic AI), machine learning, or other advanced algorithms to perform tasks, analyze data, or make (or assist in making) decisions. AI Tools may use GAI, AAI, or both.

D. AI USER is an individual that interacts with an AI product, service, or system in some way.

IV. TRAINING

A. The City may require that AI Users receive training, approved by the IT department, concerning the potential benefits and risks associated with using AI Tools and on the operation and use of approved AI Tools.

B. If the City does require such training, AI Users must comply with any associated requirements (e.g., attendance and satisfaction of certain skills assessments) before they can access and use AI Tools for work-related purposes.

C. AI Users shall follow best practices regarding data privacy and ensure that data entered into AI systems, even if the AI is "fenced in", does not increase risk to Personally Identifiable Information (PII)

V. GENERAL PRINCIPLES. For purposes of this policy:

A. This policy applies when AI Users use AI Tools to perform, or assist in the performance of, any work- related activities without regard to the location of the AI Users at the time they use the AI Tools, or whether the AI Users operate the AI Tools on City equipment and systems, on the AI Users' personal devices, or on third-party electronic devices.

B. The use of AI Tools shall comply with all state, local, and federal laws, as well as all city policies, with respect to data privacy.

C. AI is an emerging technology and therefore its use may be evaluated on a case-by-case basis at any time by the IT Administrator and City Manager. This policy may be amended verbally or by written executive order at any time by the City Manager or designee. Any employee using AI Tools shall use such technology in accordance with this policy but subject to the oversight of the City Manager or IT Administrator at any time. Each employee using AI Tools shall do so subject to this policy, the City's Personnel Policies and Procedure Manual, and directives of the employee's department head, IT Administrator, or City Manager or designee.

D. AI Users should only use the AI Tools in circumstances when they enhance or assist the AI Users in performing their job-related tasks by enhancing productivity, efficiency, and decision-making. For example, AI Tools can be helpful aids in sorting, ranking, and evaluating large quantities of documents and information. AI Tools employing GAI can prepare first drafts of standard correspondence and documents, as well as for creating simple outlines. AI Users should only use AI Tools approved for work use by the IT Administrator or City Manager.

E. AI Tools may produce erroneous or nonsensical information or results that are not real, do not match any data the algorithm has been trained on, or do not follow any other discernible pattern. In addition, the results may reflect biased or incomplete data sets on which they were trained. AI Tools should not be used blindly for decision making and/or the creation of content and should never be relied upon for important inquiries.

F. When AI Users use AI Tools to assist in their performance of job-related

responsibilities, the City expects AI Users to recognize the limitations of the tools they are using, avoid over-reliance on such tools, carefully review output for errors, and remain vigilant to identify potentially erroneous, incomplete, or otherwise problematic output.

1. AI Users who have concerns with the output of an AI Tool should follow the Reporting Procedures set forth in section 8 below.

VI. USE OF APPROVED AI TOOLS

A. The City will maintain a list of AI Tools that have been approved for use, with a specific indication as to which departments and job classifications may use each tool.

1. IT may approve the use of an application not included on the list. Such use, upon approval, shall be subject to this Policy.

B. Prior to using an approved tool, the department or AI User seeking to use the tool must request and be approved for access by the IT Administrator and in the request state the intended use of the tool.

C. Prior to using an AI Tool for any-work related purpose, regardless of their location, that is not on the List, not specifically approved for use in their department and job classification, or not approved for the task that the AI User seeks to use the AI Tool to perform, an AI User must receive express written consent from the IT Administrator. The requesting AI User should be prepared to discuss the purpose, scope, and business justification of using the AI Tool in question to complete a work-related task.

D. During working hours, AI User may only use AI Tools for work-related purposes in accordance with this policy. If an AI User uses AI Tools for non-work-related purposes during working hours, they may be subject to appropriate disciplinary action, up to and including immediate termination of employment or termination of contract (as in the case of a contractor or third-party vendor). OR The use of AI Tools is subject to the City's PERSONAL USE OF CITY EQUIPMENT, PROPERTY, COMPUTERS, SOFTWARE, SERVERS, OFFICE ITEMS, ETC. policy as outlined in the P&P manual.

E. No AI User may use AI Tools for personnel decision-making purposes without the express written consent of Human Resources.

F. AI Users must at all times comply with the City's Employee Code of Conduct,[1] when using AI Tools. Please refer to those policies for additional information on what might be considered inappropriate or unlawful use.

G. Responses generated from generative AI outputs shall be reviewed by

[1] Saratoga Springs. (April 2024). *Personnel Policies and Procedures Manual VI:* Employee Code of Conduct

knowledgeable human operators for accuracy, appropriateness, privacy, and security before being acted upon or disseminated.

H. Responses generated from generative AI shall not:

1. Be used verbatim;
2. Be assumed to be truthful, credible, or accurate;
3. Be treated as the sole source of reference;
4. Be used to issue official statements (i.e. policy, legislation, or regulations);
5. Be solely relied upon for making final decisions;
6. Be used to impersonate individuals or organizations;
7. Be used in place of legal advice;
8. Be used to draft legal documents (i.e. contracts, easements, agreements, etc.), without the approval of the Legal Department.

I. Generative AI shall not be used for any activities that are harmful, illegal, or in violation of City policy.

J. The City shall ensure contractors disclose in their contract, the utilization of generative AI or integrations with generative AI platforms.

VII. CONFIDENTIALITY

A. The input of confidential or sensitive information into an AI Tool could result in the disclosure of such information to third parties. When using AI Tools, AI Users must comply with subsection 8 of the City's Employee Code of Conduct.[2]

B. Material that is copyrighted or the property of another, shall not be entered as input to generative AI.

1. To the extent information is licensed from a third party, the output may be subject to restrictions on the use of the information contained therein. Inputting such licensed information into an AI Tool could constitute a breach by the user of those third-party restrictions.

C. The publication or distribution of the output of an AI Tool could result in the violation of the Intellectual Property rights of third parties. Prior to publishing or distributing content generated by AI Tools (in whole or in part), an AI User must receive approval from the IT Department and from the Legal Department, as needed. When publishing or distributing content generated by AI Tools (in whole or in part), AI Users must make known –through a disclaimer or otherwise – that the

[2] Saratoga Springs. (April 2024). *Personnel Policies and Procedures Manual VI (8):* Personal Use of City Equipment, Property, Computers, Software, Servers, Office Items, etc.

content has been generated by AI.

D. AI Users must at all times comply with the City's Retention Policies.

VIII. REPORTING PROCEDURES.

A. AI Users are expected to contact their department head immediately and the IT Department, as needed, if they become aware of:

1. An actual or possible violation of this policy
2. A breach of data privacy or security
3. AI system failure –or–
4. A circumstance where an AI Tool is generating output which is: i) erroneous, ii) incomplete, iii) misleading, iv) offensive, v) harassing, vi) discriminatory, vii) which causes an employee to have other concern(s), or viii) which violates any City policy.

B. Reports made under this section will be investigated, and AI Users must cooperate with any such investigation.

C. The City may, in its sole discretion, decide to suspend use of the AI Tool during any such investigation.

D. To the extent corrective measures are required following the investigation, AI Users must cooperate in the implementation of those measures.

ORDINANCE NO. 26-32 (07-21-26)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH ADOPTING AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the City Council of the City of Saratoga Springs, Utah ("City") previously adopted a Personnel Policies and Procedures Manual ("Personnel Manual") to govern the conduct, policies, and procedures for employees and volunteers of the City; and

WHEREAS, the City Council has amended the Personnel Manual from time-to-time as needed; and

WHEREAS, the City Council determines that amendments to the Personnel Manual are now desirable; and

WHEREAS, the City Council has reviewed the attached Personnel Policies and Procedures Manual, Exhibit A, which indicates amendments as strikethroughs and underlines.

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

SECTION I – ENACTMENT

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of the Personnel Manual shall remain the same.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City's official website; and
    ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this __ of _____, 2026.

Signed: _____
Chris Carn, Mayor

Attest: _____
City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Edon Davenport	_____	_____	_____	_____
Robert Taylor	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Emma Wilson	_____	_____	_____	_____
Mayor Chris Carn (tie only)	_____	_____		

Exhibit A

Amended Personnel Manual

MINUTES – City Council Meeting

Tuesday, July 7, 2026
City of Saratoga Springs City Offices
319 S. Saratoga Rd., Saratoga Springs, Utah 84045

POLICY MEETING

CALL TO ORDER

6:00 p.m. by Mayor Pro Tempore Lance Wadman.

1. **Roll Call** – A quorum was present.
   Present:
   Council: Audrey Barton, Robert Taylor, Lance Wadman, Emma Wilson (electronically).
   Staff: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, Assistant City Manager Katie Olson, City Engineer/Public Works Director Jeremy Lapin, Planning Director Sarah Carroll, Chief Andrew Burton, Senior Planner Austin Roy, Deputy Recorder Heather Washburn, Budget/Finance Administrator Spencer Quain.
   Others: Tal Adair, James and Mable Burt, Forrest Gaskill.
   Excused: Mayor Chris Carn, Councilmember Edon Davenport.
2. **Moment of Reflection –** given by Councilmember Taylor.
3. **Pledge of Allegiance** – led by Councilmember Barton.
4. **Public Input**
   Tal Adair, representing a Saratoga Springs property owner, sought the Council's feedback on changing the zoning of a parcel to allow for higher-density development.

   Public comment was closed by the Mayor Pro Tempore.

REPORTS

1. **Mayor.** Mayor Pro Tempore Wadman reflected on the recent celebrations and thanked the community.
2. **City Council.** Councilmember Barton reported that she was able to tour the Beehive Academy charter school and reflected on how beneficial school choice is.
   Councilmember Taylor reported that he has been having scheduling conflicts with the Jordan River Watershed Council, Staff and Council discussed having a substitute attend in his place. He also raised a question about waitlist numbers for the Recreation center. Staff explained potential waitlist reasons and would direct the Recreation Department to send additional information via email.
3. **Administration.** No report given.
4. **Department Reports: Library, Recreation, Public Relations/Community Outreach.** Given in packet.
5. **Other:** No other reports given.

CONSENT ITEMS

1. **Appointing Matthew Harris to the remainder of a term for Planning Commission. Resolution R26-38 (07-07-26).**
2. **Amendments to the City Code, Title 3 – Administrative Code. Ordinance 26-29 (07-07-26).**
3. **Update to the Planning Commission Bylaws & Rules of Procedure. Ordinance 26-30 (07-07-26).**
4. **Approval of Minutes: June 9, 2026, and June 16, 2026.**

Councilmember Taylor requested to remove Consent Items 2 and 3 to Business Items.

Motion by Councilmember Barton to approve items #1 and #4 on the Consent Calendar. Seconded by Councilmember Taylor.
Vote:

DRAFT

Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

PUBLIC HEARINGS

1. **Amendment to the Fiscal Year 2026-2027 Interim Budget. Resolution R26-42 (07-07-26).** Budget/Finance Administrator Spencer Quain presented the first budget amendment of the Fiscal Year. He explained it is for finishing three different capital projects, for South Elementary Underpass, Pond 8 Expansion, and Jacobs Ranch Well.

Public Hearing open by the Mayor Pro Tempore. Receiving no public comments, the Public Input was closed by the Mayor Pro Tempore.

Motion made by Councilmember Barton to approve the Amendment to the Fiscal Year 2026-2027 Interim Budget. Resolution R26-42 (07-07-26). Seconded by Councilmember Taylor.
Vote:
Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

BUSINESS ITEMS

Consent Item #2 moved to Business Items:
Amendments to the City Code, Title 3 – Administrative Code. Ordinance 26-29 (07-07-26).
Councilmember Taylor expressed support for the provisions regarding the removal of Planning Commissioners but proposed revising the recusal language in Section 3.04.05.3 He said the language which referred to whether a commissioner could fairly consider the evidence, was subjective and difficult to establish. He proposed replacing it with language: "3. the commissioner has formed a fixed opinion prior to the meeting that is not susceptible to change, preventing an impartial evaluation of the evidence and testimony presented." He believed this would create a more objective standard that could be demonstrated through external evidence.

Councilmember Taylor felt the proposed revision would provide a clearer basis for impartial hearings on site plans and subdivisions, clarify that commissioners could hold general views while remaining open to evidence presented at hearings.

City Attorney Kevin Thurman noted that he thought the change was legally acceptable.

Council members thanked Councilmember Taylor for his review of the item.

Motion made by Councilmember Taylor to approve Amendments to the City Code, Title 3 – Administrative Code. Ordinance 26-29 (07-07-26), with the change to page 4, title 3.04.05.3 to "the commissioner has formed a fixed opinion prior to the meeting that is not susceptible to change, preventing an impartial evaluation of the evidence and testimony presented." Seconded by Councilmember Barton.

Councilmember Wilson received clarification on the change and confirmation that legal had reviewed it.

DRAFT

Vote:
Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

Consent Item #3 moved to Business Items:
Update to the Planning Commission Bylaws & Rules of Procedure. Ordinance 26-30 (07-07-26).
Councilmember Taylor indicated that the bylaws should match the change to code.

Motion made by Councilmember Taylor to approve Update to the Planning Commission Bylaws & Rules of Procedure. Ordinance 26-30 (07-07-26), with the change to B.4.c under Rights and Duties of Members would read "the commissioner has formed a fixed opinion prior to the meeting that is not susceptible to change, preventing an impartial evaluation of the evidence and testimony presented". Seconded by Councilmember Wilson.
Vote:
Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

1. **Site Plan for Jacob Ranch Marketplace Lot 7, located at 1873 S. Redwood Road. Forrest Gaskill as applicant.**
2. **Site Plan for Jacob Ranch Marketplace Lot 8, located at 1853 S. Redwood Road. Forrest Gaskill as applicant.**

Items 1 & 2 were presented together with one motion.

Senior Planner Austin Roy presented Business Items #1 and #2 together, Lots 7 & 8, respectively. Lot 7 is approximately 0.69 acres and will contain a single 2,787 square-foot building, divided into two separate units. The proposed uses for the building are take-out restaurants, and 17 total parking spaces are included in the site plan. Lot 8 is approximately 0.998 acres and will contain a single 6,057 square-foot building, divided into four separate units. The proposed use of the building includes retail sales, and 38 total parking spaces are included in the site plan. He presented the proposed site plans, landscaping, and confirmed that light fixtures and signs shall comply. He confirmed both lots have adequate parking.

Forrest Gaskill was present as applicant and available to answer questions.

Councilmember Taylor inquired as to whether the tenants would be drive-through only or if there would be interior seating; He wondered if parking, seats, and tables for potential future tenants had been addressed. He also mentioned that it should stay within code.

Senior Planner Austin Roy explained the requirements for takeout restaurants versus standard restaurants. He noted that there was likely not enough space for a tenant to add outdoor seating due to ADA requirements. He confirmed that with the current proposed use it does meet or exceed parking requirements and there would be some parking shared. He explained that if they combined the two suites then it would exceed the 2,000 square foot limit for takeout restaurant and would move to a standard restaurant designation and would need to be re-evaluated under different requirements, taking into account the amount of seating etc. He also advised on the Change of Use application and process.

DRAFT

Councilmember Barton requested confirmation on whether a future tenant could add indoor and outdoor seating after occupancy and, if so, whether the City would have any ability to address resulting parking concerns.

Planning Director Sarah Carroll explained that the definition regulates takeout restaurants based on sales, requiring that more than 50% of sales come from takeout and that they be under 2,000 square feet. She noted that similar businesses classified as takeout had been regulated under the same standard. She also mentioned that the code required 5 parking stalls per 1,000 for takeout use, compared to 4 stalls per 1,000 for retail use.

Councilmember Wilson noted that the three-foot hedge at the drive-through may not be required under the updated City Code but could still be warranted for this site due to safety considerations with the adjacent parking area. She expressed concern about the drive-thru and parking stalls on suite D, noting that if it was a busy drive-thru then parking stalls could be blocked by the drive-thru.

Forrest Gaskill confirmed he had seen the amendment, but had opted to keep the hedge for safety.

Senior Planner Austin Roy explained that the area between the end of the parking stall and the three-foot barrier was 28.5 feet wide, which was wider than a standard double-sided parking, which typically required a minimum of 24 feet, noting that the proposed width provided additional space for vehicle movement.

Planning Director Sarah Carroll acknowledged the concern and explained that the City does not have specific code provisions to address the issue or a way to determine how often it would occur. She noted that the drive-thru included eight stacking stalls, which was more than other businesses and examples discussed. She added that there were ways the issue could potentially be addressed by the employer with shift changes.

Motion made by Councilmember Barton to approve Business Items 1 & 2, Site Plans for Jacob Ranch Marketplace Lot 7 located at 1873 S. Redwood Road, and Lot 8 located at 1853 S. Redwood Road. Forrest Gaskill as applicant, with all Staff Findings and Conditions. Seconded by Councilmember Wilson.
Vote:

Councilmember Barton	**Yes**
Councilmember Davenport	**Absent**
Councilmember Taylor	**Yes**
Councilmember Wadman	**Yes**
Councilmember Wilson	**Yes**

No: None
Absent: Councilmember Davenport
Motion passed 4-0

3. **Award of Design Contract for Pond 8 Evans Lane Expansion project to Hansen, Allen, and Luce. Resolution R26-39 (07-07-26).**

City Engineer/Public Works Director Jeremy Lapin presented the item. He explained that Staff were evaluating expansion of secondary water capacity in the area and had discussed funding the design phase while determining future project funding. He noted that the project would expand the Evans Lane pond from approximately 17 acre-feet to 29 acre-feet to increase storage capacity as development continued. He recommended awarding the design contract to Hansen, Allen, and Luce for an amount not to exceed $150,000, noting their previous work on the project allowed for a more efficient proposal.

Councilmember Taylor asked if the retention pond would be used as a secondary source for fighting fires in an emergency and asked about the fill time.

City Engineer/Public Works Director Jeremy Lapin affirmed that the retention pond could be used as a supplementary fire fighting effort. He explained that the pond system generally operated on a 24-hour cycle, filling during off-peak hours and draining during peak demand. He noted that peak demand was met through a combination of pond storage and water sources, and that levels may gradually decrease during periods of extreme demand, such as heat waves, before being refilled. He added that operators could adjust as needed, but that it was typically on autopilot.

DRAFT

City Manager Mark Christensen stated that the reservoirs used for fighting fires were for helicopter water drops and were not connected to the drinking water system, which was what the fire engines would connect to. He also noted that the ponds were connected, allowing water levels to fluctuate and equalize depending on system use. He added that the ponds typically experienced lower water levels during the day and refilled overnight.

Councilmember Barton inquired about the timeline from start to finish.

City Engineer/Public Works Director Jeremy Lapin explained that negotiations with developers regarding construction funding were ongoing and that the Council had not yet decided to fund construction. He noted that staff would like to have the pond in service by April 2027 and were expediting the design process while funding discussions continued. He also advised that in order to have the pond operational in 2027, they would need to have it out for bid by November/December.

Motion made by Councilmember Wilson to approve Award of Design Contract for Pond 8 Evans Lane Expansion project to Hansen, Allen, and Luce. Resolution R26-39 (07-07-26). Seconded by Councilmember Barton.
Vote:
Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

4. **Award of Design Contract for the Jacobs Ranch Well #9 project to Bowen, Collins & Associates. Resolution R26-40 (07-07-26).**
City Engineer/Public Works Director Jeremy Lapin explained that staff were anticipating the need for an additional secondary water source in the south end of the City to provide additional capacity and redundancy. He noted that the funding mechanism had not yet been determined but recommended moving forward with design while funding discussions continued. He stated that the project was less urgent. He recommended awarding the well-drilling design contract to Bowen, Collins & Associates for an amount not to exceed $100,000, noting that the contract only covered drilling.

Motion made by Councilmember Barton to approve Award of Design Contract for the Jacobs Ranch Well #9 project to Bowen, Collins & Associates. Resolution R26-40 (07-07-26). Seconded by Councilmember Taylor.
Vote:
Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

5. **Award of Contract for Supplying and Installing an Automated Main Gate for Public Works to Avtec. Resolution R26-41 (07-07-26).**
City Engineer/Public Works Director Jeremy Lapin provided an overview of the item. He advised that an automated gate system was needed at the Public Works site and Fire Station to improve emergency access and site security. He noted that the current manual gate remained open due to the fire department's 24/7 operations and that the automated system would provide card access and entry tracking. He stated that staff reduced the project scope by completing some work in-house, resulting in a lower bid, and recommended awarding the contract to Avtec, the low bidder, for an amount not to exceed $145,000.

DRAFT

Councilmember Barton commented that the gate was needed.

Motion made by Councilmember Taylor to approve Award of Contract for Supplying and Installing an Automated Main Gate for Public Works to Avtec. Resolution R26-41 (07-07-26), Seconded by Councilmember Barton.
Vote:
Councilmember Barton Yes
Councilmember Davenport Absent
Councilmember Taylor Yes
Councilmember Wadman Yes
Councilmember Wilson Yes
No: None
Absent: Councilmember Davenport
Motion passed 4-0

6. **Council Comments:** Council members may discuss specific topics or issues they wish to have formally considered for inclusion on a future meeting agenda. No action will be taken.

Councilmember Taylor shared a resident concern regarding commercial vehicles using engine brakes in the Wildflower community. Jeremy Lapin confirmed he had received the email and was working on it with the resident.

Councilmember Barton shared positive feedback regarding the North Marina and suggested discussing the addition of picnic tables in the future to support use of the area.

City Manager Mark Christensen suggested adding a potential RAP Tax item for discussion at the upcoming RAP Tax meeting.

Mayor Pro Tempore Wadman thanked the public for their efforts in following the firework ban and for their understanding.

Councilmember Taylor suggested looking into fireworks on the lake. Councilmember Wilson expressed interest in lake fireworks and requested cost comparisons between Splash Days and a July 4th Event.

CLOSED MEETING – No closed meeting was held.

ADJOURNMENT

Meeting Adjourned Without Objection at 7:13 p.m. by Mayor Pro Tempore Wadman.

_____ _____

Mayor Chris Carn Date

_____

City Recorder

DRAFT

SARATOGA SPRINGS
PLANNING

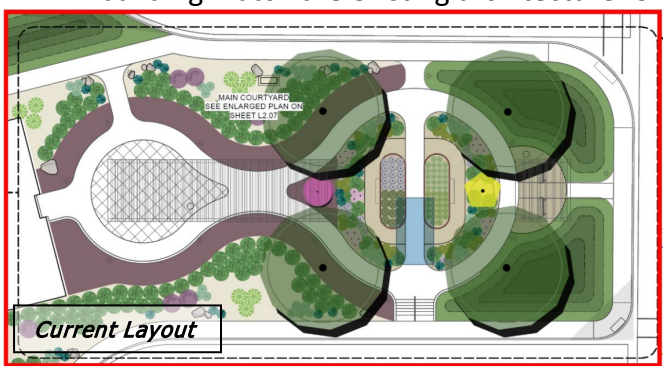
CITY COUNCIL
Staff Report

Development Agreement Amendment
Saratoga View Assisted Living Center
July 21, 2026
PUBLIC MEETING

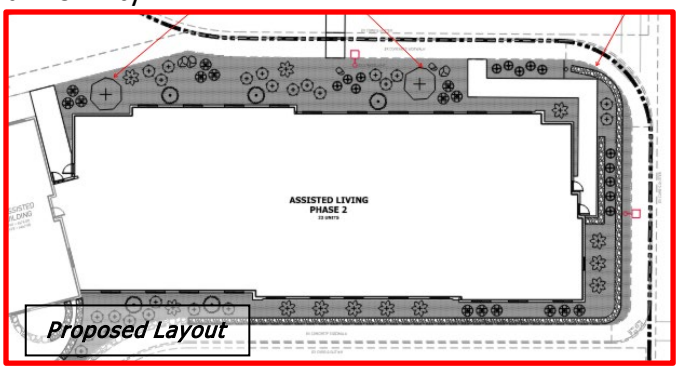
Applicant:	Adam Lambert
Owner:	Mark Hampton
Location:	1429 North Utah Cottage Drive
Project Acreage:	3 acres
Residential Units/Lots:	96 beds / 1 lot
Current Use:	Assisted Living Center
Land Use Designation:	High Density Residential
Parcel Zoning:	MF-10
Adjacent Zoning:	MF-10 and Regional Commercial
Adjacent Uses:	High Density Residential and Undeveloped
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Kendal Black, Senior Planner

A. Executive Summary and Request:

The applicant is requesting amendments to Provision 1 of the First Amendment to the Development Agreement (DA) for the Saratoga View Assisted Living Center and an exception to the architectural requirements of Chapter 19.16 of the Land Development Code. Provision 1 currently allows the developer to have seventy-four (74) assisted living facility beds and the developer is proposing to increase this number by twenty-two (22) beds to ninety-six (96) beds. The current architectural requirements in Chapter 19.16 of the Land Development Code would require additional features to be added to the new portion of the building that the original portion of the building was not required to have. The developer's request is to have the building match the existing architecture for uniformity.



Current Layout



Proposed Layout

Kendal Black, Senior Planner
kblack@saratogasprings-ut.gov
319 South Saratoga Road • Saratoga Springs, Utah 84045
801-766-9793 x161 • 801-766-9794 fax

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 property is located in the MF-10 Residential Zone and in the High-Density Residential Land Use Designation per the General Plan.

On August 7, 2018, the City Council approved the developer's Concept Plan, Development Agreement, Rezone, and Ordinance 18-24 (8-7-18) request, with the condition that condition H from the staff report was removed. Condition H from the staff report was requesting an alternative private street cross section that differed from City Standards.

The original Development Agreement that was approved on August 7, 2018 and recorded on January 14, 2019 allowed for:

- Two (2) existing 1+ acres lots for existing homes to remain, creation of sixteen (16) single family residential lots (9,000 sf minimum), and a senior community with ninety-two (92) units (twenty-three (23) 4-plexes) and an assisted living facility with twelve (12) beds.
- Property to be rezoned from Agricultural, Rural Residential, and Regional Commercial to Rural Residential, R1-9, and MF-10
    - **Allowed in MF-10** – allowed up to ninety-six (96) single story (with an attic-style optional bonus room) four-plex units total (24 buildings) for the purpose of a 55+ age community and a twelve (12) bed assisted living facility
- A change to the General Plan from Rural Residential and Low Density Residential to Low Density Residential and High Density Residential

The First Amendment to Dignity Care Development Agreement that was approved June 16, 2020 and recorded on July 8, 2020 allowed for:

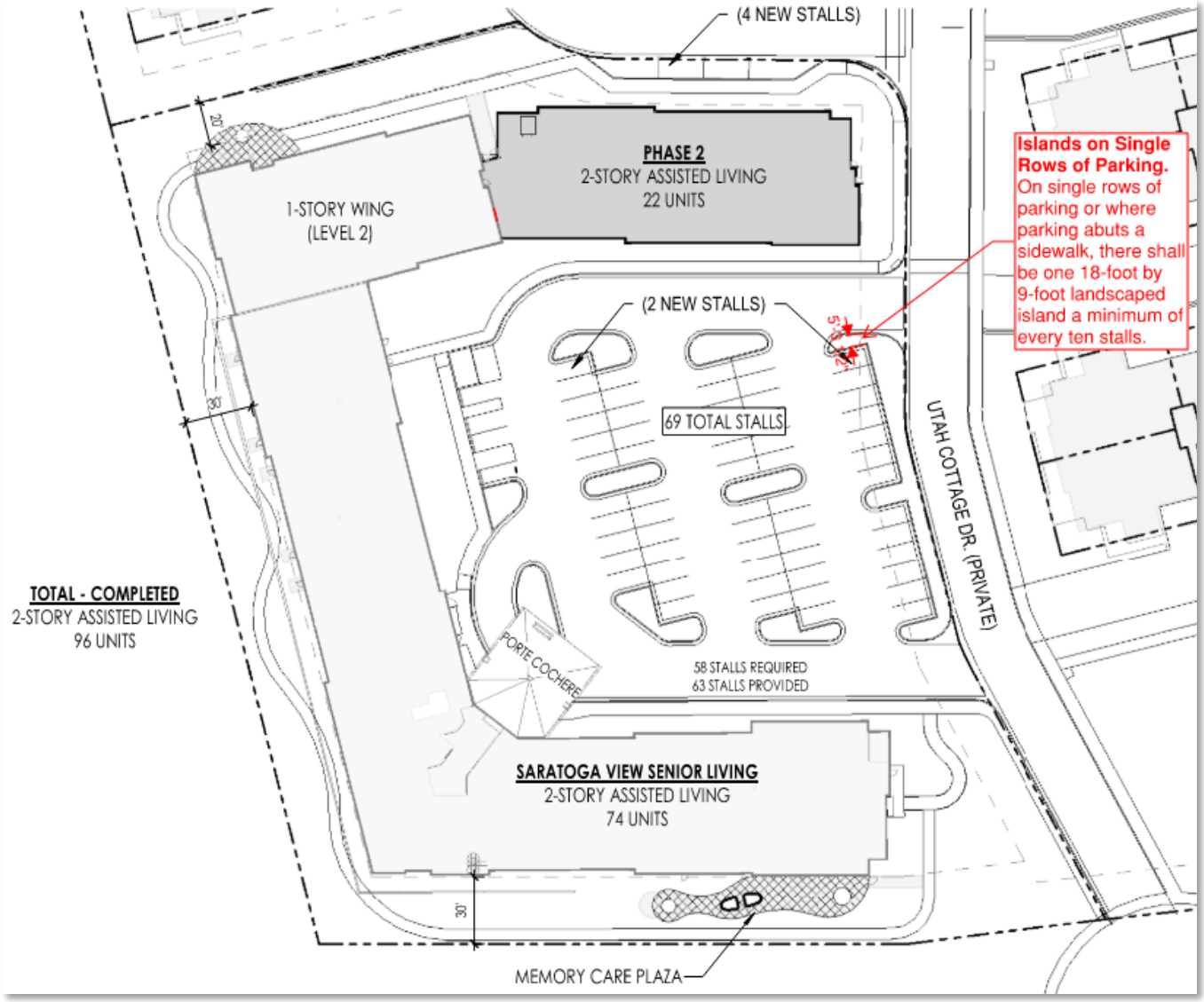
- A reduction in number of senior community units from ninety-two (92) (twenty-three (23) 4-plexes) to eighty (80) (twenty (20) 4-plexes)
- An increase in assisted living beds from twelve (12) to seventy-four (74).
    - The original request in this DA amendment was to increase assisted living beds from twelve (12) to ninety (90) beds but was reduced by the City Council to only seventy-four (74) beds based on a concern related to adequate parking.

The current application (Second Amendment to Dignity Care Development Agreement) asks to:

- Increase from seventy-four (74) assisted living facility beds to ninety-six (96) beds
    - Parking is proposed to increase from 63 parking stalls to 69 parking stalls (not shown in DA itself but in Parking Study Appendix A: Site Plan)

- **The additional parking is only shown in the Parking Study and not in the other drawings provided for the site plan amendment application.**
- **The furthest eastern proposed stall does not comply with Chapter 19.09.08(5)(b) as it is only 5'-3" wide instead of the required 9' wide landscape island (see image on next page).**

- Have the proposed building addition match the existing architecture rather than the current architectural standards in Title 19
  - **Proposed architecture does not meet the current standards in Chapter 19.16 of the Land Development Code.**



In 2025, the Fire Department responded to ninety-three (93) calls for service at the Saratoga View Assisted Living Center. Sixteen (16) of those were for fire service calls. The other seventy-seven (77) were medical related. The Medical related calls are broken down further, as follows:

- Fifty-eight (58) – Saratoga Springs Fire and Rescue transports to hospitals
- Two (2) – Mutual aid transports (MA84) – (request from neighboring municipality for transport vehicle aid)
- Seventeen (17) – non-transports
    - Eight (8) of the non-transports were for fall or lift assists

C. Process: City Code Chapter 19.13.07(5) outlines the process for a Development Agreement Amendment, as outlined below.

Amendment. A Development Agreement may be amended upon agreement of all parties.

a. Minor amendment: a minor amendment is an amendment that does not alter the density, amount of open space, or unit type, and may be approved by the City Manager after consultation with the DRC.
b. **Major amendment: a major amendment is an amendment that alters the density, amount of open space, or unit type, and may be approved by the City Council.**

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 Future Land Use Map of the General Plan identifies the Saratoga View Assisted Living as High-Density Residential, and defines the High-Density Residential zone as "areas designated for higher density attached dwellings such as condos, apartments, and townhomes."

Staff conclusion: Consistent. The proposed major amendment to the DA allows for higher density attached dwellings in this location. However, assisted living is not considered high density and is listed as a permitted use in all residential zones, plus MU and MW zones. Chapter 19.02 provides the following definition:

282. "Residential Facilities for Elderly Persons" means housing that provides a program of independent or assisted services to deal with the activities and instrumental activities of daily living for the elderly.

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 Amendment for Saratoga View Assisted Living addition located at 1429 North Utah Cottage Drive, with the Findings and Conditions in the Staff Report."

Findings

1. The proposed amendment is legislative in nature and is subject to approval of the City Council.

Conditions:

1. The proposed amendment allows the developer twenty-two (22) additional assisted living beds.
2. The proposed amendment allows the future assisted living center expansion to match the architecture of the existing building instead of complying with the architectural standards in Chapter 19.16 of the Land Development Code.
3. All other code requirements and terms of the Development Agreement shall be met.
4. Any conditions or changes as articulated by the City Council: _____.

Option 2 – Continuance

"I move to **continue** the Development Agreement Amendment for Saratoga View Assisted Living Center 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 Amendment for Saratoga View Assisted Living Center located at 1429 North Utah Cottage Drive with the Findings below:

Findings

1. The proposed amendment is legislative in nature and is subject to approval of the City Council.
2. The proposed amendment has not been demonstrated to be in the best interest of the public or consistent with the City's long-term planning objectives.
3. The proposed amendment would increase the intensity of the assisted living use beyond that previously approved by the Council, and the applicant has not demonstrated the increased intensity is appropriate for the site and location.
4. The applicant has not provided sufficient information demonstrating that the proposed increase in occupancy will not adversely affect site operations, circulation, parking demands, or public safety.
5. The proposed amendment increases the number of assisted living beds by twenty-two (22) beds but only increases the parking stall count by six (6) new stalls, one of which does not meet the parking requirements set forth in Title 19.09. There is not a parking standard for Assisted Living Centers in Title 19.09 and the original parking study (2018) did not include the assisted living portion of the development.

6. The proposed amendment does not meet the architectural standards set forth in Title 19.16.
7. Any additional findings as articulated by the City Council:
    a._____.

G. Exhibits:

1. Location & Zone Map
2. Second Amendment to Dignity Care Development Agreement (2026)
3. Dignity Care Development Agreement (2018)
4. First Amendment to Dignity Care Development Agreement (2020)
5. Parking Study
6. Proposed Elevations

Exhibit 1: Location & Zone Map





AFTER RECORDING RETURN TO:

Dignity Care, LLC

11716 South 700 East

Draper, Utah 84020

SECOND AMENDMENT TO DIGNITY CARE DEVELOPMENT AGREEMENT

This Second Amendment to Dignity Care Development Agreement ("Second Amendment") is entered into as of the ___ day of _____, 2026, by and between Dignity Care, LLC ("Developer"), and the City of Saratoga Springs ("City").

RECITALS

A. Developer and City are parties to that certain Development Agreement dated December 18, 2018, and recorded January 14, 2019, as Entry No. 3490:2019 in the office of the Utah County Recorder ("Development Agreement").

B. Developer and City are also parties to that certain First Amendment to Dignity Care Development Agreement dated June 8, 2020, and recorded July 8, 2020, as Entry No. 95865:2020 in the office of the Utah County Recorder ("First Amendment").

C. Developer and City desire to further amend the Development Agreement and First Amendment as set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City agree as follows:

1. Amendment to Provision 1 of First Amendment.

Provision 1 of the First Amendment is hereby amended to provide that the number of assisted living facility beds shall be increased from seventy-four (74) beds to ninety-six (96) beds. All references in the First Amendment or Development Agreement to seventy-four (74) assisted living beds shall be deemed amended to ninety-six (96) assisted living beds.

2. Architectural Consistency.

Developer intends that the architectural design of the Project will match the existing architecture, materials, and overall building massing of the currently constructed portions of the Project. The exterior materials, architectural style, and massing shall remain substantially consistent with the existing improvements, subject to reasonable refinements required for construction, engineering, and applicable City approvals.

3. Ratification.

Except as expressly modified by this Second Amendment, the Development Agreement and First Amendment shall remain unchanged and in full force and effect, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Second Amendment.

CITY OF SARATOGA SPRINGS

By: _____

Name: _____

Its: _____

STATE OF UTAH)

: ss.

County of _____)

On this ____ day of _____, 2026, before me, personally appeared _____, who acknowledged executing this instrument on behalf of the City.

_____

Notary Public

My Commission Expires: _____

DIGNITY CARE, LLC

By: _____

Name: _____

Its: _____

STATE OF UTAH)

: ss.

County of _____)

On this ____ day of _____, 2026, before me, personally appeared _____, who acknowledged executing this instrument on behalf of Dignity Care, LLC.

_____

Notary Public

My Commission Expires: _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on Dec 18, 2018, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Dignity Care, LLC, a Utah corporation/limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or has the right to purchase +/- 24.22 acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and legal descriptions attached as Exhibit A ("Property"); and

WHEREAS, the Property is currently zoned A, RR, RC with a general plan designation of Rural Residential and Low Density Residential. Developer wishes to develop the project known as Saratoga Dignity Senior Community, which will consist of two lots for existing homes that are 1+ acres in size, 16 single family residential lots that are 9,000 square feet minimum, and a senior community with 92 units and an assisted living facility with 12 beds ("Project"). Currently, the proposed Project does not entirely meet the A, RR, and RC zone requirements or the Rural Residential and Low Density Residential designations in the General Plan and therefore would not entirely be allowed in these zones or General Plan land use designations. Therefore, in order to develop the Project, Developer wishes to place the Property in the RR, R1-9 and MF-10 zones, as provided in Title 19 of the City Code, as amended, and to designate a portion of the Property as High Density Residential and Low Density Residential in the General Plan (collectively 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, the City is willing to grant the consideration of the Zoning Request in return for consideration voluntarily given by Developer as specified in this Agreement. Developer is willing to grant the consideration as specified in this Agreement and would not be willing to do so unless the City granted the Zoning Request. Therefore, both parties voluntarily enter into this Agreement; and

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

WHEREAS, on July 12, 2018, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request, and reviewed the conceptual project plans attached hereto as Exhibit D ("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 August 7, 2018, 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, the City's General Plan, and Title 19 of the City code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and 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 and General Plan Changes and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the RR, R1-9, and MF-10 zones existing on the effective date of this Agreement with respect to the permitted and conditional uses and the Rural Residential, Low Density Residential, and High Density Residential designations in the General Plan. However, all other requirements, including but not limited to setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of a preliminary plat or site plan application, except as otherwise provided by this Agreement. The MF-10 zone will only be allowed up to 96 single story (with an optional attic-style bonus room) four-plex units for the purpose of a 55+ age community and a 12 bed assisted living facility (the "Senior Community"). The MF-10 zoning shall not be recorded on the property until the preliminary plat has received approval from the legislative body.

4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, 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. Developer shall be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City ordinances, regulations, and standards with respect to the require infrastructure to service the

Property, including without limitation installing the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way limitation, the Developer shall be required to install and dedicate the following:

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

b. **Water Facilities for Development**. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with the City regulations in effect at the time of plat and site plan submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with the then-current City regulations and any applicable law.

c. **Sewer, Storm Drainage, and Roads**. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with the then-current City regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with the then-current City regulations and any applicable law.

d. **Road Cross Section**. To advance the general welfare by providing safe housing options for senior citizens in the City of Saratoga Springs, Developer shall be entitled to develop the Project with the road cross section attached as Exhibit E. Such road cross section shall only be allowed for the property that falls within the MF-10 zone and not the RR or R1-9 portions. The curbs shall be painted red to indicate no parking.

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, on the immediately-adjacent parcel, and/or along 1400 North. This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance with City regulations in effect at the time of a preliminary plat or site plan application. 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. Any and all improvements required by the City Council as contained in the Planning Staff Report and City Council minutes attached as Exhibit C and incorporated herein by this reference.

6. Final Project/Plat or Development Plan Approval. In the event the City Council approves the Rezoning Request, Developer shall cause final plat and final project plans and specifications (including site and building design plans) (the "Plans") to be prepared for the Project meeting City regulations, this Agreement including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements herein, Developer shall provide all information required by City regulations as well as any information which City staff reasonably requests.

7. Standards for Approval. City Council shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City that the Project will be a high quality development that will be designed in a manner to minimize adverse impacts to the neighborhood. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified in Title 19 of the City Code, and Developer shall be required to record a Final Plat with the Utah County Recorder and pay all recording fees.

8. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any Project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement. Upon approval of the Plans, subject to the provisions of this Agreement and conditions of approval, Developer may proceed by constructing the Project all at one time or in phases as specified in City regulations.

9. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent; (ii) substantially changes the exterior appearance of the Project; (iii) reduces the total percentage of open space areas and public improvements; or (iv) changes the functional design of the Project in such a way that materially affects traffic, drainage, or

other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standard for approval set forth herein.

10. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the RR, R1-9 and MF-10 zones.

11. Term. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of the ordinance approving the Rezoning Request and shall continue for a period of eight years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land, as set forth in any Special Condition, shall survive this Agreement as provided by such Special Condition; or (ii) if Developer fails to proceed with the Project within a period of two years. If this Agreement is terminated due to Developer's failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to RR and R1-10 Zones in accordance with the General Plan land use designations as of the date this Agreement is executed. Unless otherwise agreed to by the City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by the City Council and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise in writing.

12. Successors and Assigns.

    a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 12.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

13. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:

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

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty 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 after receipt of said notice, 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 13.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action,

civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in Subparagraphs 13.a. and 13.b. above, City may declare Developer to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

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

Exhibit A: Property Description.

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: Approved Road Cross Section for Senior Community

15. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to

the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

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

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to

exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four 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:	Dignity Care, LLC Attn: Mark Hampton 11716 South 700 East Draper, UT 84020
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 13 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

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

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

Attest:

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

City Recorder

By: _____
Mayor

DEVELOPER, Mark Hampton a Utah corporation/limited liability company/partnership.

By: _____

Its: Dignity Senior Care, LLC

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 12 day of December 2018 by Mark Hampton, of Dignity Senior Care LLC, a Utah corporation/limited liability company/partnership.

Notary Public

NOTARY PUBLIC
JUSTIN JOHN
COMM. # 701351
COMMISSION EXPIRES
JULY 17, 2022
STATE OF UTAH

Exhibit "A"
Legal Description of Property

DESCRIPTION PER TITLE REPORT

(FILE NO:18652-MB)

PARCEL 1:

COMMENCING AT A POINT WHICH IS SOUTH 89°55'56" EAST ALONG THE SECTION LINE 554.60 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG THE SECTION LINE SOUTH 89°55'56" EAST 663.65 FEET; THENCE SOUTH 00°24'30" WEST 386.30 FEET; THENCE NORTH 89°55'56" WEST 352.41 FEET; THENCE NORTH 00°26'00" EAST 136.30; THENCE NORTH 89°55'56" WEST 309.81 FEET; THENCE NORTH 00°04'06" EAST 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING: A 15 FOOT TRACT OF LAND IN FEE, BEING WITHIN AND ALONG THE NORTH LINE OF A PROPERTY RECORDED AS ENTRY NO.451730003. ALSO BEING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SAID POINT BEGIN 553.72 FEET SOUTH 89°56'12" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 89°56'12" EAST FOR A DISTANCE OF 664.38 FEET; THENCE SOUTH 00°24'30" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'12" WEST A DISTANCE OF 664.29 FEET; THENCE NORTH 00°04'06" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 2, PLAT 'A', LAKE VIEW ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

PARCEL 3:

LOT 1, PLAT 'C', LAKE VIEW ACRES SUBDIVISION, SARATOGA SPRINGS, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

PARCEL 4:

COMMENCING SOUTH 988.41 FEET AND WEST 7.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°26'0" WEST 218.43 FEET; THENCE SOUTH 89°55'56" EAST 865.98; THENCE SOUTH 0°25'59" WEST 514.54; THENCE SOUTH 0°25'59" WEST 25.14 FEET; THENCE SOUTH 0°25'59" WEST 18.1 FEET; THENCE SOUTH 89°56'49" WEST 811.99 FEET; THENCE NORTH 0°26'12" EAST 1.83 FEET; THENCE NORTH 0°25'44" EAST 15.87 FEET; THENCE NORTH 5°36'45" WEST 66.4 FEET; THENCE NORTH 0°26'20" EAST 157.18 FEET; THENCE NORTH 14°49'25" WEST 52.92 FEET; THENCE NORTH 0°25'33" EAST 48.75 FEET; THENCE NORTH 89°34'23" WEST 331 FEET TO BEGINNING.

FILE NO.: 19188-MB

PARCEL 5:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, LAKE VIEW ACRES PLAT 'A', WHICH IS SOUTH 89°55'56" EAST ALONG THE SECTION LINE 28.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG THE SECTION LINE SOUTH 89°55'56" EAST 526.60 FEET THENCE SOUTH 00°04'06" WEST 250.00 FEET; THENCE NORTH 89°55'56" WEST 528.20 FEET; THENCE NORTH 00°26'00" EAST 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING: A 15 FOOT TRACT OF LAND IN FEE, BEING WITHIN AND ALONG THE NORTH LINE OF A PROPERTY RECORDED AS ENTRY NO. 451730004. ALSO BEING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SAID POINT BEING 26.43 FEET SOUTH 89°56'12" EAST A DISTANCE OF 527.39 FEET; THENCE SOUTH 00°04'06" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'12" WEST FOR A DISTANCE OF 527.39 FEET; THENCE NORTH 00°25'36" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

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

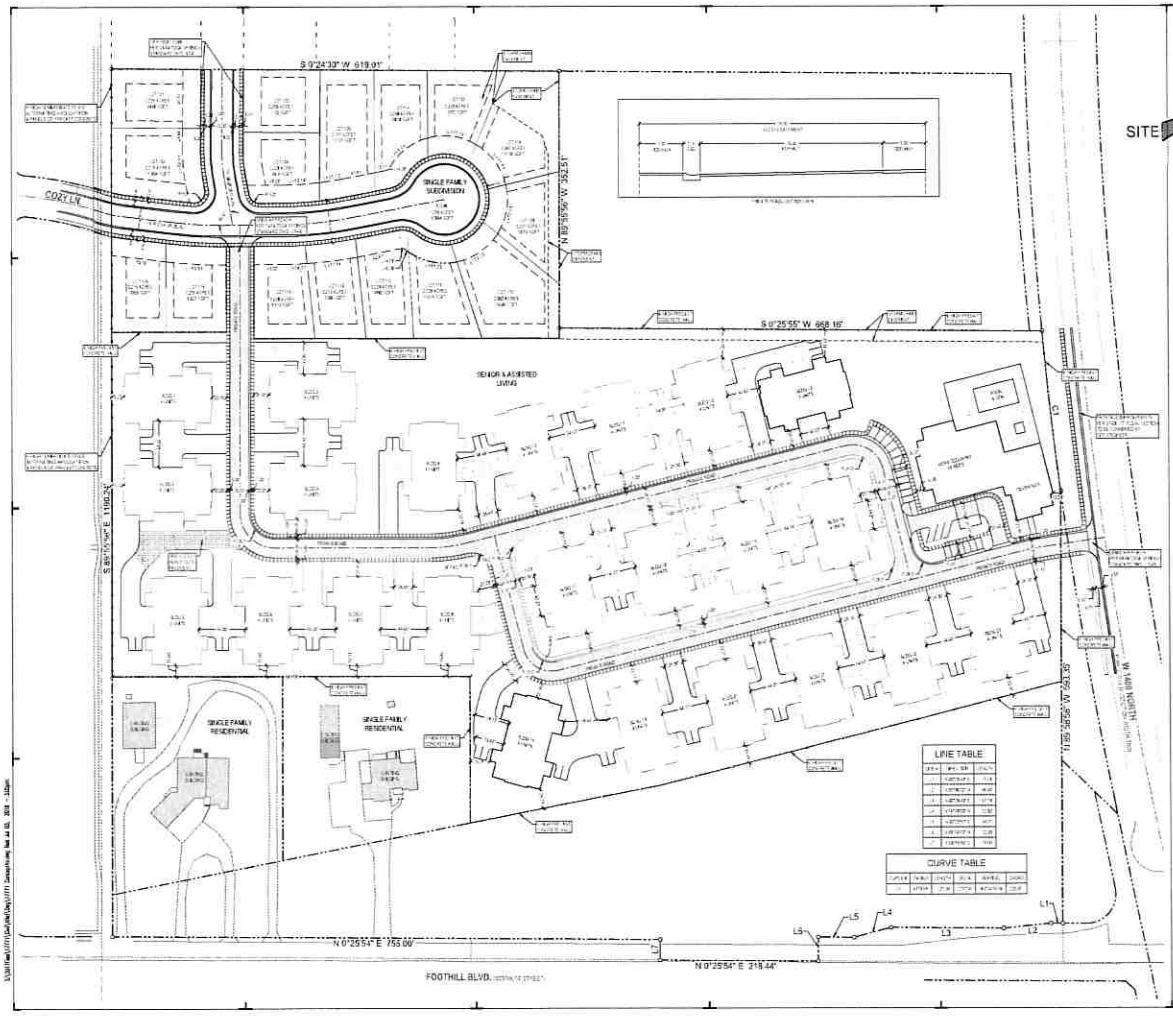
[ON FILE WITH SARATOGA SPRINGS CITY RECORDER]

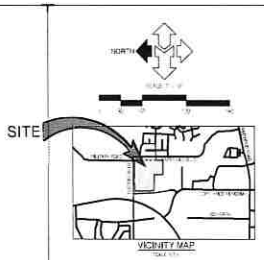
Exhibit "C"

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

[ON FILE WITH SARATOGA SPRINGS CITY RECORDER]

Exhibit "D"
Concept Plan





SINGLE FAMILY SUBDIVISION - DATA TABLE

SENIOR & ASSISTED LIVING - DATA TABLE

CONCEPT DRAWINGS - NOT FOR CONSTRUCTION

McNEIL ENGINEERING
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDR

DIGNITY CARE - SARATOGA

SARATOGA SPRINGS, UTAH

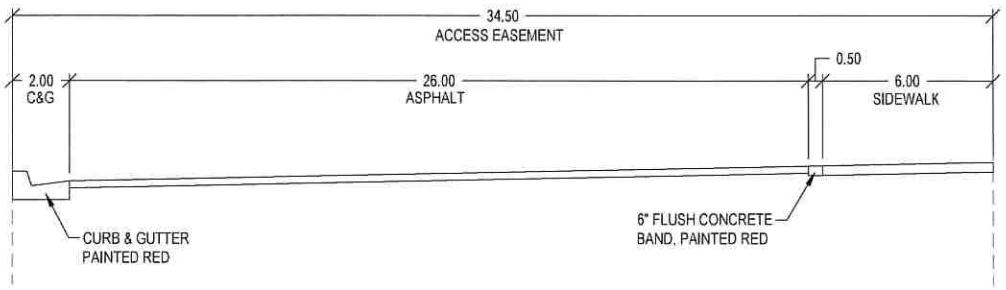
REVISIONS
NO. DATE DESCRIPTION

PROJECT NO. 17711
DRAWN BY: KAP
CHECKED BY: TJD
DATE: 07-31-2018

CONCEPT SITE PLAN

EX-A

Exhibit "E"
Road Cross Section for Senior Community



PRIVATE ROAD - SECTION VIEW

ENT 95865:2020 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jul 08 9:53 am FEE 40.00 BY MA
RECORDED FOR SARATOGA SPRINGS CITY

FIRST AMENDMENT TO DIGNITY CARE DEVELOPMENT AGREEMENT

This First Amendment to the Dignity Care Development Agreement ("Amendment") is entered into this 8 day of June, 2020, by and between Dignity Care, LLC, a Utah corporation/limited liability company ("Developer") and the City of Saratoga Springs, a Utah municipal corporation ("City").

RECITALS

A. Whereas, Developer and the City are parties to that certain Development Agreement, dated December 18, 2018, and recorded on January 14, 2019 as entry number 3490:2019 in the offices of the Utah County Recorder ("Agreement").

B. Whereas, Developer is the owner of or has the right to purchase approximately 24.22 acres of property in Saratoga Springs, Utah, which property is more fully described in the Agreement ("Property").

C. Whereas, Developer and City desire to amend the Agreement, pursuant to Section 9. of the Agreement, as set for below.

AGREEMENT

Therefore, for valuable consideration received, the receipt and sufficiency of which is hereby acknowledged by all parties, Developer and the City do hereby covenant and agree as follows:

1. The number of senior community units shall be decreased from 92 units to 80 units, and the number of assist living facility beds shall be increased from 12 beds to 74 beds. A modified Concept Plan reflecting these changes is attached hereto and incorporated herein as Exhibit A to replace the original Concept Plan attached to the Agreement as Exhibit D.

2. Both parties acknowledge that such changes are feasible pursuant to an April 3, 2020 parking study, attached hereto and incorporated herein as Exhibit B.

3. Terms and Conditions. The above mentioned are the only changes to the Agreement, and all other terms and conditions of the Agreement shall remain the same.

4. Incorporation by Reference. The terms of the Agreement (as amended hereby) are incorporated herein by reference.

5. Counterparts. This Amendment may be executed and delivered (electronic or otherwise) in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6. Ratification. Except as set forth herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

Wherefore, this Amendment has been executed by Developer and the City effective as of the date first set forth above.

CITY OF SARATOGA SPRINGS

By: _____

Its: CITY MANAGER

ATTEST: _____
City Recorder

APPROVED AS TO FORM: _____
City Attorney

DIGNITY CARE, LLC

By: _____
Its: Manager

State of Utah)
: ss
County of Salt Lake

On this 8 day of June, 2020, personally appeared before me of satisfactory evidence, Mark Hampton, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is an authorized representative of Dignity Care, LLC, a Utah corporation/limited liability company, and said document was signed by him on behalf of said company by proper authority, and he acknowledged to me that said company executed the same.

_____
Notary Public

NOTARY PUBLIC
JUSTIN JOHN
COMM. # 701351
COMMISSION EXPIRES
JULY 17, 2022
STATE OF UTAH

DESCRIPTION PER TITLE REPORT

(FILE NO:18652-MB)

PARCEL 1:

COMMENCING AT A POINT WHICH IS SOUTH 89°55'56" EAST ALONG THE SECTION LINE 554.60 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG THE SECTION LINE SOUTH 89°55'56" EAST 663.65 FEET; THENCE SOUTH 00°24'30" WEST 386.30 FEET; THENCE NORTH 89°55'56" WEST 352.41 FEET; THENCE NORTH 00°26'00" EAST 136.30; THENCE NORTH 89°55'56" WEST 309.81 FEET; THENCE NORTH 00°04'06" EAST 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING: A 15 FOOT TRACT OF LAND IN FEE, BEING WITHIN AND ALONG THE NORTH LINE OF A PROPERTY RECORDED AS ENTRY NO.451730003. ALSO BEING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SAID POINT BEGIN 553.72 FEET SOUTH 89°56'12" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 89°56'12" EAST FOR A DISTANCE OF 664.38 FEET; THENCE SOUTH 00°24'30" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'12" WEST A DISTANCE OF 664.29 FEET; THENCE NORTH 00°04'06" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 2, PLAT 'A', LAKE VIEW ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

PARCEL 3:

LOT 1, PLAT 'C', LAKE VIEW ACRES SUBDIVISION, SARATOGA SPRINGS, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

PARCEL 4:

COMMENCING SOUTH 988.41 FEET AND WEST 7.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°26'0" WEST 218.43 FEET; THENCE SOUTH 89°55'56" EAST 865.98; THENCE SOUTH 0°25'59" WEST 514.54; THENCE SOUTH 0°25'59" WEST 25.14 FEET; THENCE SOUTH 0°25'59" WEST 18.1 FEET; THENCE SOUTH 89°56'49" WEST 811.99 FEET; THENCE NORTH 0°26'12" EAST 1.83 FEET; THENCE NORTH 0°25'44" EAST 15.87 FEET; THENCE NORTH 5°36'45" WEST 66.4 FEET; THENCE NORTH 0°26'20" EAST 157.18 FEET; THENCE NORTH 14°49'25" WEST 52.92 FEET; THENCE NORTH 0°25'33" EAST 48.75 FEET; THENCE NORTH 89°34'23" WEST 331 FEET TO BEGINNING.

FILE NO.: 19188-MB

PARCEL 5:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, LAKE VIEW ACRES PLAT 'A', WHICH IS SOUTH 89°55'56" EAST ALONG THE SECTION LINE 28.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG THE SECTION LINE SOUTH 89°55'56" EAST 526.60 FEET THENCE SOUTH 00°04'06" WEST 250.00 FEET; THENCE NORTH 89°55'56" WEST 528.20 FEET; THENCE NORTH 00°26'00" EAST 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING: A 15 FOOT TRACT OF LAND IN FEE, BEING WITHIN AND ALONG THE NORTH LINE OF A PROPERTY RECORDED AS ENTRY NO. 451730004. ALSO BEING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SAID POINT BEING 26.43 FEET SOUTH 89°56'12" EAST A DISTANCE OF 527.39 FEET; THENCE SOUTH 00°04'06" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'12" WEST FOR A DISTANCE OF 527.39 FEET; THENCE NORTH 00°25'36" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

Utah County Recorder
07/08/2020

Entry#	Pages	Time	Fees
95865	3	09:53 am	40.00
Total documents recorded = 1			40.00

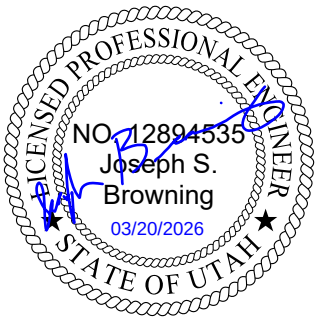
Recorded for - SARATOGA SPRINGS CITY

Payment information - Group# 2282409

Payment type	Amount
Check	40.00
Total =	40.00

HALES ENGINEERING
innovative transportation solutions

MEMORANDUM



Date: March 20, 2026

To: City of Saratoga Springs

From: Hales Engineering

Subject: Saratoga Springs Dignity Care Addition Parking Study

UT26-3216

Introduction

This memorandum discusses the parking study completed for the proposed Dignity Care addition located in Saratoga Springs, Utah. The study identifies the City parking supply rates and parking demand rates identified by the Institute of Transportation Engineers (ITE) and local data. The proposed development is located northwest of the Utah Cottage Dr / 1400 N intersection in Saratoga Springs, Utah. A vicinity map of the project site is shown in Figure 1.

Project Description

The project consists of adding 22 units to a 74 unit assisted living facility for the elderly for a total of 96 units. There are currently 71 residents living in the existing facility. Once the facility is completed a total of 45 employees will be assigned to work at the facility. None of the residents will be driving so most of the parking demand is expected to come from employees at the facility and visitors. A supply of 69 stalls is currently planned for the project. A site plan is provided in Appendix A.

City Parking Code

The Saratoga City code specifies parking rates for various land use types. Section 19.09.10 of the Code provides a table that identifies Residential Facilities for Elderly Persons, which is the intended project land use. According to the table, required parking rates are determined by the Land Use Authority per the criteria in Saratoga City code 19.09.05.7 which states that calculations for the parking required by the City will reflect: 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 a shared parking agreement; 5) the number of employees; 6) the number of customers and patrons; 7) trip generation; and 8) peak demands for the proposed.

Parking demand will be accounted for by using the peak data point during the day to estimate parking rates from available parking data to account for the maximum demand in a 24-hour period. The facility operates 24 hours per day and seven days a week.

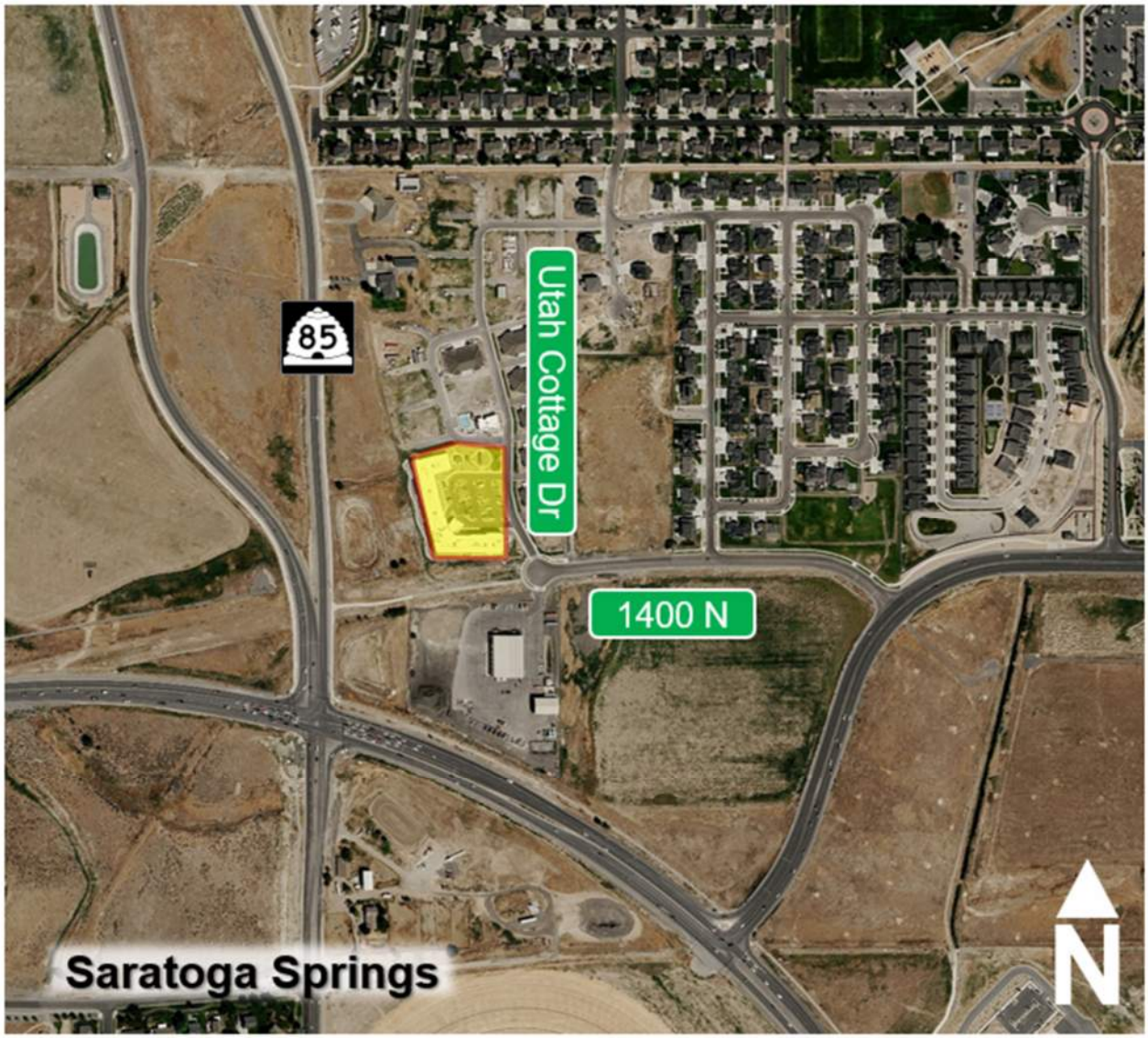


Figure 1: Site vicinity map of the project in Saratoga Springs, Utah

Local Parking Demand

In order to estimate the intensity of the use from the trips generated by employees, residents, and other patrons at the peak demand for the facility as required by the City Code, Hales Engineering obtained photographs of parking at the existing Dignity Care facility. The data from the existing facility was used to anticipate a parking rate per dwelling unit which can be used to project how many new parking stalls will be needed with the expanded facility. Because it is expected that

most employees and visitors will be at the facility during business hours, photographs were obtained from 9 am to 5pm each day for five days starting in February 2026. Tuesday, February 24 and Saturday, February 28 through Tuesday, March 3 were counted so that weekdays and weekends could be captured.

The number of cars parked at the beginning of each hour was counted and the peak hour was identified from the observed data as shown in Appendix B. The peak demand for the existing facility from the observed days occurred on Saturday, February 28, 2026 at 4:00 pm where 35 cars were parked in the facility parking lot. This parking demand was used to calculate a peak parking rate per dwelling unit. Given that there are 74 existing dwelling units (DU) as shown on the site plan in Appendix A, the peak observed parking rate per unit is 0.47 stalls per unit. A total of 22 new units will be added to the project for a total of 96 units. Therefore, the total parking demand required for the completed project is anticipated to be 45 stalls as shown in Table 2.

Table 1: Local Data Parking Calculations

Saratoga Springs - Dignity Care Addition					
Land Use	# of Units	Unit Type	Rate	Demand	Supply (+10%)
Residential Facilities for Elderly Persons	96	DU	0.47	45	50
Source: Hales Engineering, 2026					

Since this data represents actual parking demand, it is common to provide a parking supply beyond what the anticipated demand is to accommodate occasional surges in demand and to reduce the need for drivers to circle the parking lot to find an open stall. Hales Engineering recommends providing 10% additional stalls beyond the anticipated demand. Based on this, a supply of at least 50 stalls should be provided for the project based on the collected data.

ITE Parking Demand

For an additional data source, Hales Engineering referred to the Institute of Transportation Engineers (ITE) *Parking Generation* (6th Edition, 2023) to identify parking demand rates for the study land uses. ITE has gathered actual parking demand counts at various land uses and identified average, 85th percentile, and maximum rates. The 85th percentile rate represents a demand that is higher than 85 percent of study sites. The industry standard is to apply this rate. Hales Engineering calculated the anticipated parking demand based on the 85th percentile rates. The number of stalls needed based on these rates is shown in Table 2. As shown, ITE would suggest that the parking demand for the proposed project will be 53 stalls.

Table 2: ITE Parking Generation

ITE Parking Demand and Supply Saratoga Springs - Dignity Care Addition					
Land Use	# of Units	Unit Type	85th %-tile Rate	Demand	Supply (+10%)
Residential Facilities for Elderly Persons	96	DU	0.55	53	58
Source: ITE Parking Generation, 6th Edition, 2023					

Since the ITE rates represent actual parking demand, it is common to provide a parking supply beyond what the anticipated demand is to accommodate occasional surges in demand and to reduce the need for drivers to circle the parking lot to find an open stall. Hales Engineering recommends providing 10% additional stalls beyond the anticipated demand. Based on this, a supply of at least 58 stalls should be provided for the project based on ITE data.

Comparison and Recommendation

The existing facility data and ITE parking rates for similar facilities provide a projection of trips generated by employees, residents, and other patrons at the peak demand for the facility as required by the City Code. A comparison of the proposed supply, the local parking demand, and the recommended supply based on the ITE Parking Generation rates is shown in Table 3. Based on this information, it is anticipated that the proposed parking supply will be sufficient.

Table 3: Parking Comparison

Source	# of Stalls
Proposed Site Plan	69
Local Parking Demand + 10%	50
ITE Parking Generation + 10%	58

Conclusions

The key findings of this study are as follows:

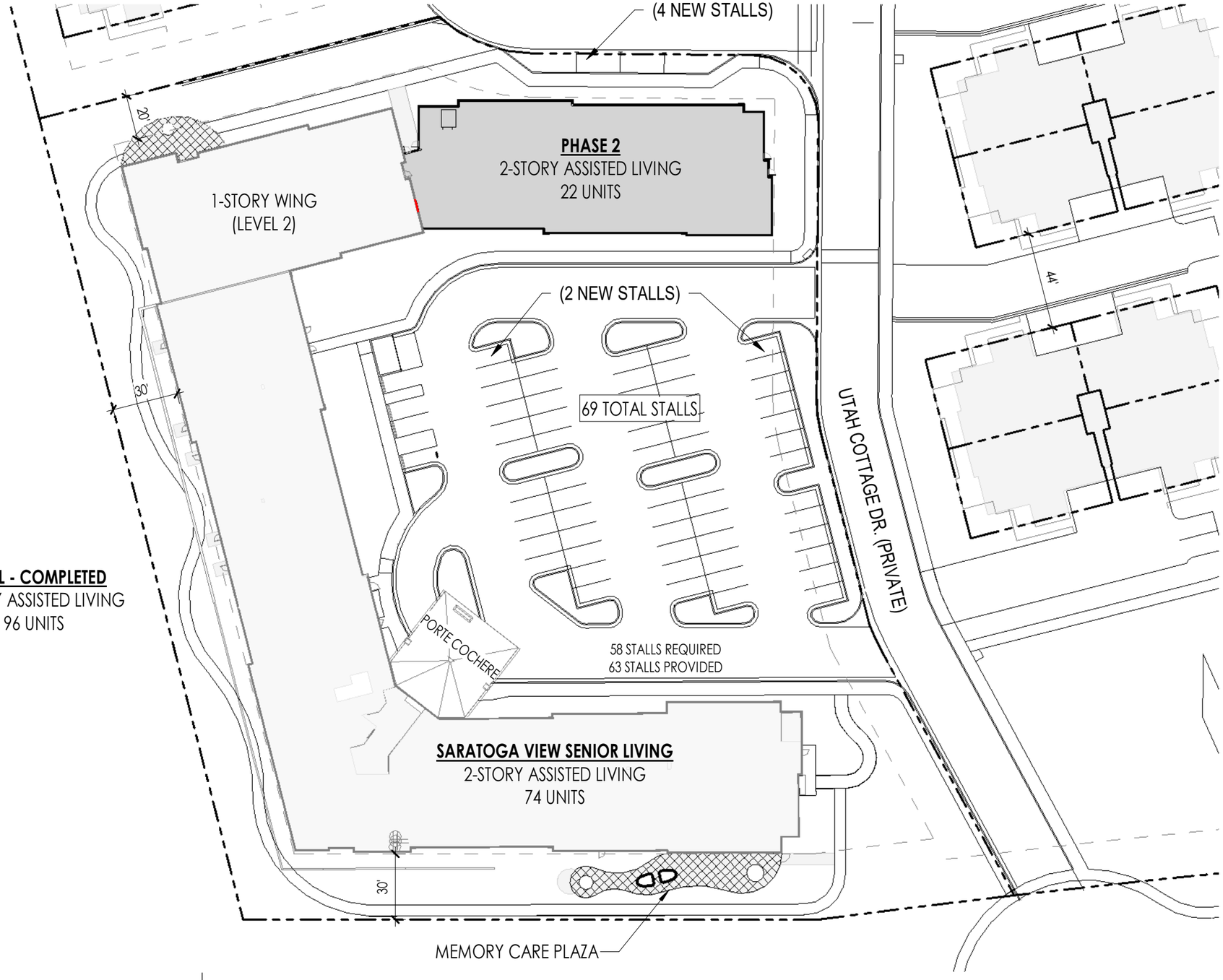
- Local data and ITE data were obtained to show the intensity of the use and a projection of trips generated from employees and visitors at the peak demand.
- Needed parking supply for the project based on demand data from the existing facility and ITE data would be 50 stalls and 58 stalls respectively
- The proposed 69 stalls are anticipated to provide sufficient parking for the Dignity Care addition.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

APPENDIX A

Site Plan

2/20/2026 11:19:08 AM



TOTAL - COMPLETED
2-STORY ASSISTED LIVING
96 UNITS

1 | SITE PLAN - PHASE 2
A200 | 1" = 50'-0"

Autodesk Docs://Saratoga Springs AL/SS AL_Arch.rvt

JARRETT ARCHITECTURE
2975 W EXECUTIVE PKWY STE 202
LEHI, UT 84048
801.901.0506
RILEY@JARRETTARCHITECTURE.COM

SARATOGA ASSISTED LIVING | SITE PLAN

PROJECT ADDRESS
1429 N 700 W
SARATOGA SPRINGS, UT 84045
PROJECT #: 2109.03

A1

HALES ENGINEERING
innovative transportation solutions

APPENDIX B

Count Data

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

Parking Counts Saratoga Springs Dignity Care					
	Date				
Time	2/24/2026	2/28/2026	3/1/2026	3/2/2026	3/3/2026
9:00am	21	16	19	22	15
10:00am	15	18	22	18	19
11:00am	22	21	29	24	23
12:00pm	22	20	25	24	23
1:00pm	25	31	24	22	25
2:00pm	21	31	19	23	24
3:00pm	20	26	17	16	23
4:00pm	20	35	17	17	23
5:00pm	21	24	17	19	18
Source: Hales Engineering, 2026					

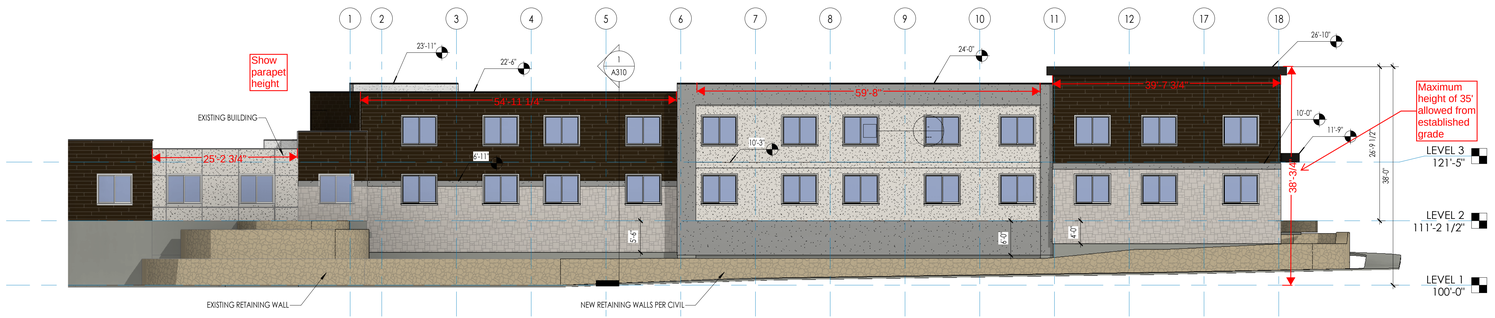
Exhibit 6: Proposed Elevations

Provide parapet details:

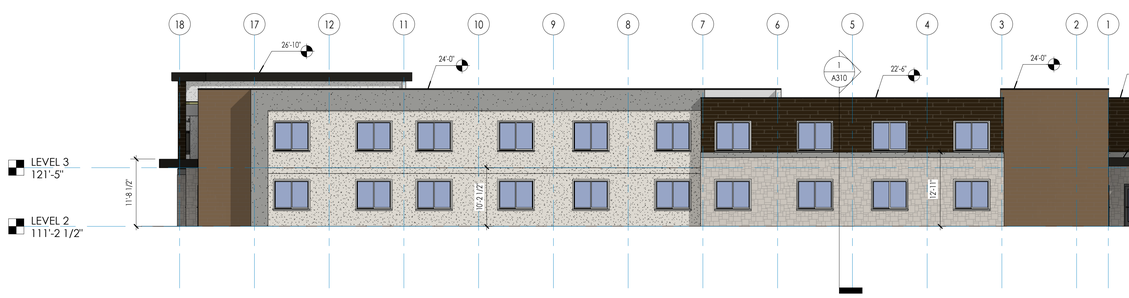
Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.

Show locations of rooftop equipment

Show parapet height



3 | PHASE 2 WING - SOUTH
A130 | 3/32" = 1'-0"



2 | PHASE 2 WING - NORTH
A101 | 3/32" = 1'-0"



1 | PHASE 2 WING - EAST
A101 | 3/32" = 1'-0"

Submittal Requirements. Scaled building elevations and perspectives (3D renderings) shall be submitted that indicate all colors, styles, materials, and other proposed building treatments. Photorealistic material and color boards shall also be submitted with the items required accompanying development application. **An RYB Hexadecimal Color Code number shall be provided for all applicable elevation colors**; however, natural materials shall be exempt and shall instead provide a photographic image of the proposed material.

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.

GENERAL NOTES - ELEVATIONS

1. ALL GLAZING WITHIN 18" (VERTICALLY) OF WALKING SURFACE AND ADJACENT TO OPENINGS IS TO BE TEMPERED-SAFETY GLAZING.
2. STOREFRONT GLASS PANES TO BE 5' MAXIMUM IN WIDTH AND MAXIMUM 7' IN HEIGHT. STOREFRONT GRID SIZES TO BE DESIGNED AS SUCH.
3. PROVIDE SEALANT AT ALL JOINTS WHERE DIFFERENT MATERIALS MEET. SEAL BY MANUF. WARRANTY AND REQ'S.
4. ALL EXTERIOR WALL LIGHTING TO BE MOUNTED AT 7'-0" TO BOTTOM OF FIXTURE U.N.O.
5. PROVIDE J-BOXES FOR ALL TENANT SIGNAGE LOCATIONS. J-BOXES ARE INTERIOR OF BUILDING. AVOID J-BOX LOCATIONS ABOVE ROOF LINE. IF J-BOX IS INSTALLED IN KICKER, AN ACCESS PANEL IS TO BE PROVIDED.
6. ALL STEEL CANOPIES TO BE FACTORY PRIMED AND PAINTED ON SITE.

EXTERIOR MATERIALS

	NAME	MANUF.	MODEL/COLOR	SIZE
	FIBER CEMENT SIDING 01	WOODTONE	RUSTICSERIES LAP / ROASTED WALNUT	6.25"
	FIBER CEMENT SIDING 02	WOODTONE	RUSTICSERIES LAP / ASPEN RIDGE	6.25"
	GLAZING	TBD	CLEAR	1" INSULATED
	STONE VENEER	PROMINENCE	MANCHESTER	
	STUCCO 01	TBD	FINE / SW	
	STUCCO 02	TBD	FINE / SW	
	STUCCO 03	TBD	FINE / SW	

KEYNOTES	
#	DESCRIPTION

JARRETT ARCHITECTURE
801.901.0506 | JARRETTARCHITECTURE.COM
2975 W EXECUTIVE PKWY STE 202
LEHI, UT 84043

STATE OF UTAH
RILEY JARRETT
11187418-0301
LICENSED ARCHITECT

DATE	REVISION DESCRIPTION

SARATOGA ASSISTED LIVING ELEVATIONS

1429 N 700 W
SARATOGA SPRINGS, UT 84045

PROJECT #: 2109.03
SCALE: As indicated
DATE: 3/30/2026 1:42:14 PM

A201

3/30/2026 1:42:14 PM

Autodesk Docs://25 AL Addison/25 AL Addison.rvt

ORDINANCE NO. 26-33 (07-21-26)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, AMENDING THE DEVELOPMENT AGREEMENT FOR SARATOGA DIGNITY CARE DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Utah Code § 10-20-101, the City Council is authorized to enter into and modify development agreements it considers necessary or appropriate for the use and development of land within the municipality; and

WHEREAS, the City entered into the First Amendment to Dignity Care Development Agreement dated June 8, 2020 and recorded in the Office of the Utah County Recorder on July 8, 2020 as Document No. 95865:2020 with regard to certain real property located within the City boundaries ("Development Agreement"); and

WHEREAS, the City and the Developers desire to amend the Development Agreement to increase the number of Assisted Living beds and be able to match the existing architecture of the building that will be added upon; and

WHEREAS, the legislative body has reviewed and considered the potential effects of the proposed ordinance on family health, family stability, and family formation;

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-20-101, et seq., and after all required public notice and hearings, the City Council, in exercising its legislative discretion, has determined that amending the Development Agreement furthers the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

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

SECTION I – ENACTMENT

The Amendment to the Development Agreement for the Saratoga Dignity Care Development, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City's official website; and
    ii. publish a short summary of this ordinance in 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 21st day of July, 2026.

Signed: _____
Chris Carn, Mayor

Attest: _____
City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Edon Davenport	_____	_____	_____	_____
Robert Taylor	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Emma Wilson	_____	_____	_____	_____
Mayor Chris Carn (tie only)		_____	_____	

EXHIBIT A

An Amendment to Development Agreement

MEMORANDUM

To: Mayor and Council
From: Kenny Johnson / Fire Chief
Date: July 15, 2026
Re: EMS Service Demand Associated with Assisted Living and Nursing Home Facilities

Assisted living facilities (ALFs) and nursing homes play an important role in a healthy community, and Saratoga Springs Fire & Rescue (SSFR) is glad to meet the emergent needs of these facilities. As the City continues to plan for and license this type of development, there are several service-demand considerations worth the City's attention.

EMS Authority and Cost Recovery

SSFR is licensed by the State of Utah to provide Emergency Medical Services (EMS) to residents and businesses within the city and responds to all 911 calls for service. Utah law limits the City's ability to bill for these responses: the City may only charge for emergent ambulance transport. Non-emergency responses, including lift assists and non-transports, generate no revenue to offset the resources used.

Service Demand from Care Facilities

Facilities providing assisted living and nursing care place additional demand on the community's EMS system, primarily due to the increased need for care and transport of sick or injured residents. The nature of that demand differs by facility type:

- Assisted living facilities (ALFs) generate a higher rate of non-emergency EMS calls than nursing homes, particularly for patient falls and “lift assists.” This demand is often tied to facility staffing levels or the availability of proper lifting equipment and training, rather than acute medical need.
- Nursing homes are federally regulated to provide 24/7 skilled medical care. As a result, their EMS usage is more heavily tied to acute medical acuity and hospital transfers, rather than routine, non-emergency assistance.

Non-emergency calls for service, including lift assists, take ambulance units out of service and reduce their availability for more critical needs elsewhere in the community.

Monitoring for Service Abuse

It is important for SSFR and the City to monitor for abuse and continually evaluate the non-emergency workload that ALFs place on community emergency services. Some municipalities address this by assessing an additional business licensure fee, or a dedicated “lift assist” fee, on facilities that place a disproportionate non-emergency burden on EMS resources. The City may wish to consider a similar approach as part of its ongoing licensing and land-use planning for these facilities. Before pursuing this option, the City Attorney's office should evaluate the legality

of a lift-assist or similar non-emergency service fee under Utah law to confirm the City has authority to assess it and to ensure any such fee is structured appropriately.

Case Study: Dignity Care (1429 N Cottage Dr.)

The table below summarizes call volume for Dignity Care, an ALF located within the city, and illustrates the trend described above.

Metric	2025 (Full Year)	2026 (YTD, Jul 14)
Total calls for service	**93**	**75**
Fire service calls	16	17
Medical-related calls	77	58
SSFR transports	58	31
Mutual aid transports	2	Not yet verified*
Non-transports	17	27
Fall / lift-assist calls	**8**	**17**

Notably, non-emergency fall and lift-assist calls at this single facility have already exceeded 2025's full-year total (17 through mid-July 2026, compared to 8 for all of 2025) — more than double the prior year's pace within the first six and a half months of 2026. *The 2026 transport figure has not yet been cross-referenced against Fire reports and patient care records to confirm whether any mutual aid transports occurred, and will be finalized in a future update.

Citywide Context

Citywide, SSFR averages approximately 0.08 emergency service calls per rooftop annually. ALFs typically utilize EMS services at a significantly higher rate than this baseline, which is an important factor for the City to weigh when evaluating the fiscal and operational impact of future ALF development.

Conclusion

SSFR is currently managing the EMS workload associated with ALFs located within the city effectively. SSFR will continue to provide the highest level of care to these facilities and their residents, while continuing to monitor non-emergency “lift assist” workload and identify potential service abuse as the City considers future policy or licensing measures.

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Code Amendments
Subdivision Process and Approval Procedure
Phased Non-Residential Site Plans
July 21, 2026
PUBLIC MEETING

Applicant:	City Initiated
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	David Jellen, Senior Planner

A. Executive Summary and Request:

The City is proposing code amendments to Chapters 19.12 – Subdivisions and 19.14 – Site Plan Review. The proposed changes to Chapter 19.12 – Subdivisions update the subdivision process and approval procedure, consistent with State legislation. The proposed changes to Chapter 19.14 – Site Plan Review clarify regulations for non-residential developments that are developed in phases.

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 a positive recommendation with or without conditions, a negative recommendation, or continuation.

On June 25, 2026, the Planning Commission held a public hearing and reviewed the subject application and recommended unanimously to approve the application. Draft minutes are attached.

B. Background:

The purpose of the proposed code amendments is to clarify the subdivision process and outline regulations for the phasing of non-residential developments. The proposed changes are summarized as follows:

19.12.03. Subdivision Process and Approval Procedure.

Proposal:

1. Remove the requirement for utility companies to sign the final plat Mylar and instead require applicants to provide the City with copies of the courtesy notices sent to applicable utility companies, as required by State Code. As the City has

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grown, the number and types of utility providers have increased and may vary by subdivision, making it impractical to obtain signatures from all utility companies on the Mylar.

2. Add "property" taxes to the existing tax payment requirement to ensure that all applicable taxes, including property taxes, are paid prior to plat recordation.

19.14.04. Phased Site Plans for Non-Residential Developments.

Proposal:

Update the site plan provisions to establish a clear process for phased development in non-residential zones. Although phased site plans have been permitted in practice, the review and approval process has not been clearly defined in the code. The proposed amendment requires submission of a conceptual plan for the entire development site to ensure a comprehensive evaluation of the project. This approach helps prevent undersized utilities, inadequate landscaping, inconsistent grading between phases, and access or interconnection issues, while ensuring compliance with applicable development standards.

C. Process:

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

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.

   Complies. *This is a staff-initiated proposal. The application will be reviewed by the Planning Commission and receive a recommendation prior to review by the City Council.*

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

   Complies. *Please see Sections 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 19.13 for a public hearing.

   Complies. *Please see Section D of this report.*

D. Community Review:

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.

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

E. General Plan:

The proposed amendment, as it relates to the 2022-2042 General Plan Vision, Goals and Strategies for Land Use & Neighborhoods, is evaluated below.

Land Use and Neighborhoods, The Vision
"Land Use and Neighborhoods supports the general plan vision by preserving existing neighborhoods and requiring new attractive, healthy, and family-friendly neighborhoods. Neighborhoods will have a variety of housing types and amenities. As new development occurs, it will be supported by appropriate services and amenities, ensuring a high quality of life for existing and future residents."

Land Use Goal
Future development in Saratoga Springs reflects the community's preferred vision.

Staff conclusion: Consistent. *The proposed amendments clarify regulations for non-residential developments and the City's subdivision process.*

F. Code Criteria:
Code amendments are a legislative decision and grant the City Council significant discretion when considering changes to the Code.

The criteria for an ordinance amendment are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.05 Consideration of General Plan, Ordinance, or Zoning Map Amendment
The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Staff finding: Consistent*. See Section E of this report.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Staff finding: Consistent. *The amendment will not adversely affect the health and welfare of the general public and will allow for clarifications related to land uses.*

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

   19.01.04. Purpose. This section identifies the purpose of Title 19.
   1. The purpose of this Title, and for which reason it is deemed necessary, and for

which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:

a. encourage and facilitate the orderly growth and expansion of the City;
b. secure economy in governmental expenditures;
c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
d. enhance the economic well-being of the municipality and its inhabitants;
e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
g. stabilize and conserve property values;
h. encourage the development of an attractive and beautiful community; and
i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Staff finding: Consistent. *The proposed amendment will improve clarity in the code and contribute to a streamlined development review process benefiting the City, developers, and the public.*

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
Staff finding: Consistent. *The amendment will provide additional clarity and effectiveness of the Code and better enhance the consistency in development review.*

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

G. Recommendation and Alternatives:

Staff recommends that the City Council review and discuss the application, and choose from the following options.

Option 1 – Approval

"I move that the City Council approve the proposed Code Amendments to Chapters 19.12 and 19.14**,** with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.

2. The application complies with the criteria in section 19.17.05 of the Land Development Code, as articulated in Section F of the staff report, which section is incorporated by reference herein.

Conditions:

1. Any other conditions or changes as articulated by the City Council: _____.

Option 2 – Continuance

"I move to **continue** the Code Amendments to Chapters 19.12 and 19.14, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____

Option 3 – Denial

"I move that the City Council deny the proposed Code Amendments to Chapters 19.12 and 19.14, 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. Chapter 19.12 Code Amendment
2. Chapter 19.14 Code Amendment
3. Draft Planning Commission Meeting Minutes (June 25, 2026)

Exhibit 1

Chapter 19.12. Subdivisions.

19.12.03. Subdivision Process and Approval Procedure.

7. **Final Plat Application Requirements.** Applications for Final Plats shall be on an approved-City form and include the following items in order to be considered complete:
    a. Application form, applicant certification, and paid application fee.
    b. Signed easements and agreements with adjacent property owners for necessary off-site facilities.
    c. Signed and recorded articles of incorporation bylaws, and conditions, covenants, and restrictions of the Home Owners Association, if any.
    d. Certificate of Existence and Certificate of Good Standing from the State of Utah for the Home Owners Association, if any.
    e. Final Hydraulic and Hydrologic storm drainage report and calculations
    f. 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.
    g. Final Subdivision Plat: Full-size 24" x 36" sheets and 11" x 17" copies shall be submitted at a scale no smaller than 1" = 100' as outlined 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 or City Council agenda. Each Copy shall conform to the City's standard plat layout and contain at a minimum the following items:
        i. Subdivision name and location.
        ii. Name and address of owners of land and name and address of developer if different than owner.
        iii. Name of land surveyor.
        iv. The location of the proposed subdivision with respect to surrounding property and streets.
        v. The name of all adjoining property owners of record, or the names of adjoining developments.
        vi. The names and location and ROW widths of adjoining streets and all facilities within 100 feet of the platted property.
        vii. Subdivision name cleared with Utah County.
        viii. North arrow.
        ix. A tie to a permanent survey monument at a section corner.
        x. The boundary lines of the project with bearings and distances and a legal description with total project area in SF and acres.

xi. Layout and dimensions of proposed lots with lot area in square feet and acres. Lot boundaries shall include dimensions and bearings. Building envelopes shall be shown with dimensions and areas on each lot where slopes are greater than ten percent.

xii. Lot Numbers

xiii. Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.

xiv. Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.

xv. Proposed road ROW widths.

xvi. Vicinity map.

xvii. Signature blocks for preliminary approval by Planning Commission and City Council.

xviii. The Final Plat shall be prepared by a professional engineer licensed in Utah.

xix. Proposed methods for the protection or preservation of sensitive lands.

xx. Fencing plans.

xxi. Location of any flood plains, wetlands, and other sensitive lands.

xxii. Flood plain boundaries as indicated by the Federal Emergency Management Agency as well as the location of 100-year high water marks of all lakes, rivers, and streams.

xxiii. Existing and Proposed easements.

xxiv. Street monument locations.

xxv. Fire hydrant locations.

xxvi. Street light locations (at intersections and every 300 feet, placed on alternating sides of streets).

xxvii. Lot and road addresses and addresses for each intersection. Road names must meet the requirements of Chapter 19.27 and be approved in writing by the City GIS department before being added to the subdivision plat.

xxviii. Data table including:

1. total project area;
2. total number of lots, dwellings, and buildings;
3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor;
4. for multi-family developments, the number of proposed garage parking spaces and the total number of proposed parking spaces;
5. percentage of buildable land;
6. acreage of sensitive lands and what percent sensitive lands comprise of total project area and of open space area;
7. area and percentage of open space or landscaping;
8. area to be dedicated as right-of-way (public and private);
9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).

xxix. Final Established Grade of all building lots.

h. Title Report. A title report shall be provided that is current within 30 days of recording the Final Plat.

i. Mylar Final Plat: After receiving Final Plat approval from the Planning Director or City Council and in a form approved by the City, a 24" x 36" copy of the Final Plat shall be provided to the City on reproducible Mylar for recording with Utah County. The Mylar Final Plat shall be presented with all ~~utility and~~ owner signatures and appropriate notarizations. As part of the final plat checklist, copies of the courtesy notice as required by Utah Code §54-3-27 to all public utility companies anticipated to provide service to the subdivision, shall be provided to the City.

j. Recordation. The City Recorder, or designee, shall be responsible for recording subdivision plats. The developer shall pay for all recording fees at the time of recordation and shall ensure that all rollback and property taxes on the property are paid in advance prior to recordation. No Final Plat shall be recorded unless and until the plat is properly approved, signed, and accepted by the City.

(Ord. 25-02, Ord. 23-37, Ord. 20-43, Ord. 18-30, Ord. 17-08, Ord. 15-29, Ord 15-17, Ord. 14-23-1, Ord. 14-4, Ord. 13-16, Ord. 12-9, Ord. 11-9)

Exhibit 2

Chapter 19.14 Site Plan Review.

Sections:

19.14.01. Purpose.
19.14.02. Approval Required.
19.14.03. Site Plan Development Standards.
19.14.04. Phased Site Plans for Non-Residential Developments.
19.14.054. Special Provisions.
19.14.065. Application.
19.14.076. Issuance of Building Permit.
19.14.087. Issuance of a Certificate of Occupancy.
19.14.098. Failure to Begin and Complete Development.

19.14.04 Phased Site Plans for Non-Residential Developments.

An applicant for a non-residential subdivision may apply for site plan approval in phases, subject to the standards below.

1. Each phase shall require a complete site plan application for the portion of the subdivision included in that phase, as outlined in Chapter 19.14 of City Code.
2. In addition to plans for the portion of the property that is included in the phase, the following plans shall be required for the entire development:
    a. A conceptual site plan that demonstrates building footprints and pedestrian and vehicular connectivity throughout the site;
    b. A conceptual landscape plan that demonstrates how the development will meet the overall landscaping requirements;
    c. A conceptual utility plan that demonstrates the overall utility layout for the development; and,
    d. A conceptual grading plan that demonstrates the proposed grading of the development and the location of any retaining walls.
3. Every phase of a non-residential phased site plan shall include construction drawings for all necessary infrastructure to address public safety concerns, including any necessary vehicular and pedestrian connections outside of the proposed phase.
4. The applicant shall demonstrate that any portion or remainder of the development that is not included in the phase is capable of meeting the minimum land use regulations for the applicable zoning district, as outlined in Chapter 19.04 of City Code.
    a. If the available information indicates that it would result in a portion of the remainder of the development that cannot meet Code, then no phase shall be approved by the land use authority if it would result in a remainder of the development that cannot meet the minimum land use regulations for the applicable zoning district.

Exhibit 3

MINUTES – Planning Commission

Thursday, June 25, 2026
City of Saratoga Springs City Offices
319 S. Saratoga Road, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

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

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

Present:
Commission Members: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
Staff: Sarah Carroll, Planning Director; Rulon Hopkins, Assistant City Attorney; Nicolette Fike, City Recorder, David Jellen, Senior Planner; Kendal Black, Senior Planner; Ken Knight, Engineer; Wendy Wells, Deputy Recorder.
Others: Forrest Gaskill.
Excused: NH Rather, Doug Willden.

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

BUSINESS ITEMS

1. **Saratoga Springs Commercial Plat G Lot 710 Site Plan, located at 383 West Crossroads Boulevard. Thomas Lehnardt as applicant.**
Senior Planner Kendal Black presented the item. The applicant is seeking approval for one commercial building for a multi-tenant building. Uses include one commercial building with up to five tenant spaces. The parking standard used to calculate the parking for the development is 4 stalls per 1,000 square feet for Retail and 1 stall per 100 square feet for a restaurant. There are 54 required parking stalls and 55 provided for the 6,854-square foot building. The property is 62,347 square feet (1.43 acres) in size. The proposed building is 23'-4" tall. The proposed site plan complies with all landscaping, lighting, site, and parking requirements, and shall comply with the architectural requirements.

Senior Planner Kendal Black noted that there was a "can comply" item that had been updated to comply since the Planning Commission packet had gone out.

Commissioner Hill received clarification regarding the queuing line and the "can comply" item.

Motion made by Commissioner Hill that the Planning Commission forward a recommendation for approval of the requested Site Plan for Saratoga Springs Commercial Plat G Lot 710, located at 383 West Crossroads Boulevard, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Roman.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
No: None.
Absent: NH Rather, Doug Willden.
Motion passed: 4-0.

2. **Saratoga Springs Commercial Plat G Lot 711 Site Plan, located at 369 West Crossroads Boulevard. Thomas Lehnardt as applicant.**
Senior Planner Kendal Black presented the item. The applicant is seeking approval for one commercial building for a multi-tenant building. Uses include one commercial building with up to five tenant spaces. The parking standard used to calculate the parking for the development is 4 stalls per 1,000 square feet for Retail and 1 stall per 100 square feet for a restaurant. There are 47 required parking stalls and 50 provided for the

6,415-square foot building. The property is 49,725 square feet (1.14 acres) in size. The proposed building is 23'-4" tall. The proposed site plan complies with all landscaping, lighting, site, and parking requirements, and shall comply with the architectural requirements.

Senior Planner Kendal Black noted that there was a "can comply" item that had been updated to comply since the Planning Commission packet had gone out.

Commissioner Sprosty Burns received clarification regarding the parking lot connectivity.

Motion made by Commissioner Mann that the Planning Commission forward a recommendation for approval of the requested Site Plan for Saratoga Springs Commercial Plat G Lot 711, located at 369 West Crossroads Boulevard, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Hill.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
No: None.
Absent: NH Rather, Doug Willden.
Motion passed: 4-0.

3. **Jacob Ranch Marketplace Lot 7 Site Plan, located at 1873 S. Redwood Road. Forrest Gaskill as applicant. Senior Planners Austin Roy and David Jellen.**
Senior Planners Austin Roy and David Jellen presented the item. The applicant is seeking approval of the site plan for a commercial building. The lot is approximately 0.69 acres and will contain a single 2,787 square-foot building, divided into two separate units. The proposed uses for the building are take-out restaurants and 17 total parking spaces are included on the site plan.

Senior Planner David Jellen advised that that were a few "shall comply" items that had been redlined and included in the conditions of approval for the project, and the applicant had agreed to them.

Applicant Forrest Gaskill of Salt Lake City was in attendance to answer questions.

Commissioner Hill wondered what type of restaurants would be coming to the community, and asked to review the slides one more time.

Mr. Gaskill stated that, consistent with company policy, they did not disclose the names of prospective tenants and instead allowed each business to announce their own locations. He acknowledged that certain marketing materials may have implied the identities of some prospective tenants.

Motion made by Commissioner Roman that the Planning Commission forward a recommendation for approval of the requested Site Plan for Jacob Ranch Marketplace Lot 7 located at 1873 S. Redwood Road, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mann.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
No: None.
Absent: NH Rather, Doug Willden.
Motion passed: 4-0.

4. **Jacob Ranch Marketplace Lot 8 Site Plan, located at 1853 S. Redwood Road. Forrest Gaskill as applicant.** Senior Planners Austin Roy and David Jellen presented the item. The applicant is seeking approval of the site plan for a commercial building. The lot is approximately 0.998 acres and will contain a single 6,057 square-foot building, divided into four separate units. The proposed use for the building includes retail sales. and 38 total parking spaces are included on the site plan.

Senior Planner David Jellen noted that the applicant had provided additional parking.

Motion made by Commissioner Hill that the Planning Commission forward a recommendation for approval of the requested Site Plan for Jacob Ranch Marketplace Lot 8 located at 1853 S. Redwood Road, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Roman.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
No: None.
Absent: NH Rather, Doug Willden.

Motion passed: 4-0.

5. **Approval of Minutes: May 28, 2026.**

Motion made by Commissioner Hill to approve the minutes of May 28. Seconded by Commissioner Mann.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
No: None.
Absent: NH Rather, Doug Willden.
Motion passed: 4-0

PUBLIC HEARINGS

1. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.12 – Subdivisions and Chapter 19.14 – Site Plan Review. City-initiated. Citywide.**

Senior Planner David Jellen presented the item. The City is proposing code amendments to Chapters 19.12 – Subdivisions and 19.14 – Site Plan Review. The proposed changes to Chapter 19.12 – Subdivisions update the subdivision process and approval procedure, consistent with State legislation. The proposed changes to Chapter 19.14 – Site Plan Review clarify regulations for non-residential developments that are developed in phases.

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

Commissioner Hill appreciated the rendering that had been provided, and felt it added context. He was happy to see the language being added that would provide more clarity and transparency.

Motion made by Commissioner Roman that the Planning Commission forward a recommendation for approval of the proposed Code Amendments to Chapters 19.12 and 19.14, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Hill.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, Chris Roman.
No: None.
Absent: NH Rather, Doug Willden.
Motion passed: 4-0.

REPORTS

1. **Commission Comments.**

Commissioner Hill shared that the Fall APA would be held in early September at the Davis County Convention Center, and advised Commissioners to let Planning Director Sarah Carroll know if anyone was planning to go for registration purposes.

2. **Director's Report.** – Planning Director Sarah Carroll advised of upcoming agenda items and recent City Council actions. She shared that there would be a new Planning Commission member appointed at the next City Council meeting. She also advised that the next meeting would be held on July 16th.

CLOSED SESSION

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

ADJOURNMENT

Meeting Adjourned Without Objection at 6:28 p.m. by Chair Rachel Sprosty Burns.

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

ORDINANCE NO. 26-31 (07-21-26)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ("CITY") ADOPTING AN AMENDMENT TO TITLE 19 OF THE SARATOGA SPRINGS CITY CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah ("City Council") previously adopted ordinances codified in Title 19; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 et seq., the City Council may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City Council has reviewed the City Code and finds that further amendment to the City Code is necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 et seq.; and

WHEREAS, pursuant to Utah Code Chapter 10-20, a municipal legislative body such as the City Council may enact or amend land use regulations so long as such advances the purposes in Chapter 10-20 and a duly-noticed public hearing was first held by the planning commission; and

WHEREAS, the Saratoga Springs Planning Commission held a public hearing, after the required public notice, on Thursday, June 25, 2026, and forwarded a recommendation to the City Council with or without amendments; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and all public comment received at the Planning Commission public hearing; and

WHEREAS, the legislative body has reviewed and considered the potential effects of the proposed ordinance on family health, family stability, and family formation;

WHEREAS, the City Council hereby finds that the amendments attached as Exhibit A advance the purposes of Utah Code Chapter 10-20 and further the public health, safety, and welfare of Saratoga Springs residents.

NOW THEREFORE, the City Council ordains as follows:

SECTION I – ENACTMENT

The amendments to Title 19 of the City Code attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City's official website; and
    ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 21st day of July, 2026.

Signed: _____
Chris Carn, Mayor

Attest: _____
City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Edon Davenport	_____	_____	_____	_____
Robert Taylor	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Emma Wilson	_____	_____	_____	_____
Mayor Chris Carn (tie only)	_____	_____		

EXHIBIT A

Title 19 Amendments

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Code Amendment
Section 19.19.05 Amenity Requirements
July 17, 2026
Public Meeting

Applicant:	City Initiated
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Austin Roy, Senior Planner

A. Executive Summary and Request:

The City is proposing a code amendment to Chapters 19.19.05.04 - Mixture of Amenities and Required Amenities, allowing a broader mix of amenities for new residential developments.

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 City Council reviewed this item on April 14, 2026. The item was tabled to allow time for staff to work with Councilmember Barton and Councilmember Davenport on the proposed amendment. Based on those discussions, amendments related to restrooms have been pulled and will come back at a future date after the Parks, Recreation, Trails, and Open Space Master Plan is updated. During that update, the City will focus on level of service standards and the best locations for restrooms.

Chapter 19.19 establishes open space and amenity requirements for residential development to help ensure livable neighborhoods with usable recreational spaces. The proposed amendment updates the code by expanding the range of amenities that may be used to meet the required point system, providing more flexibility in how developments satisfy open space standards. This change is intended to better align the code with modern development types and resident needs while maintaining the City's open space goals.

C. Process:

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

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aroy@saratogasprings-ut.gov
319 S. Saratoga Road • Saratoga Springs, Utah 84045
801-766-9793 x107 • 801-766-9794 fax

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.

   Complies. *This is a staff-initiated proposal. The application was reviewed by the Planning Commission and received a recommendation prior to review by the City Council.*

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

   Complies. *Please see Sections F and G of this report.*

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

   Complies. *Please see Section E of this report.*

D. Community Review:

This has been noticed as a public hearing pursuant to City and State statutes, which requires posting notice on the Utah public notice website and the City's website and in City Hall, and, except for code amendments, mailing notices to property owners within 300 feet of the subject property at least 10 calendar days prior to the public hearing.

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

E. General Plan:

The proposed amendment, as it relates to the 2022-2042 General Plan Vision, Goals and Strategies for Land Use & Neighborhoods, is evaluated below.

Land Use and Neighborhoods, The Vision

"Land Use and Neighborhoods supports the general plan vision by preserving existing neighborhoods and requiring new attractive, healthy, and family-friendly neighborhoods. Neighborhoods will have a variety of housing types and amenities. As new development occurs, it will be supported by appropriate services and amenities, ensuring a high quality of life for existing and future residents."

Land Use Goal

Future development in Saratoga Springs reflects the community's preferred vision.

Staff conclusion: Consistent. *The proposed amendment supports the General Plan by allowing a broader mix of amenities within open space, improving flexibility while still ensuring neighborhoods include appropriate services and amenities that promote quality, healthy, and family-friendly communities.*

F. Code Criteria:

Code amendments are a legislative decision and grant the City Council significant discretion when considering changes to the Code.

The criteria for an ordinance are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria are not binding.

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

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Consistent*. See Section E of this report.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Consistent. *The amendment will not adversely affect the health and welfare of the general public and will allow for clarifications related to land uses.*

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

   19.01.04. Purpose. This section identifies the purpose of Title 19.

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

i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Consistent. *The proposed amendment will improve clarity in the code and contribute to a streamlined development review process benefiting the City, developers, and the public.*

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
Consistent. *The amendment will provide additional clarity and effectiveness of the Code and better enhance the consistency in development review.*

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

G. Recommendation and Alternatives:

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

Option 1 – Approval

"I move that the City Council approve the proposed Code Amendment to Chapter 19.19, with the Findings and Conditions in the Staff Report."

Findings

1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.
2. The application complies with the criteria in section 19.17.05 of the Land Development Code, as articulated in Section F of the staff report, which section is incorporated by reference herein.

Conditions:

1. The criteria related to restrooms shall remain as is and will be updated at a future date.
2. Any other conditions or changes as articulated by the City Council: _____.

Option 2 – Continuance

"I move to **continue** the Code Amendment to Chapter 19.19, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____.

Option 3 – Denial

"I move that the City Council deny the proposed Code Amendment to Chapter 19.19, 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. Proposed Code Amendment
2. City Council Meeting Minutes – April 14,2026
3. Planning Commission Meeting Minutes – March 12, 2026

Chapter 19.19. Open Space.

19.19.05. Minimum Required Amenities.

4. Mixture of Amenities and Required Amenities.

a. All parks are required to provide a mixture of amenities, including at least one separate item each from ~~Categories C, D, and E~~ three different categories.

b. ~~No more than 25 percent of the points may be met by one specific item type in any one category.~~ No more than 25 percent of the required amenity points shall be comprised of "Additional Equivalent Acre Above Requirement".

~~c. 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 1 toilet restroom per each 5 acres or fraction thereof.~~

c. ~~Items in Categories A and B~~ Public Amenities may qualify for impact fee credits, if identified in the ~~Parks and Trails~~ Master Plan, are requested by the City to be installed, and if they are not used to satisfy amenity points.

Item	Min sq. ft. per item	Category	Points per Item
Ice rink - indoor facility	n/a	A	1750.0
Marina - public access (ramp to accommodate 4 boats min.)	n/a	A	500.0
Amphitheater (structure)	2500	A	375.0
Ice rink - outdoor facility	10000	A	250.0
Baseball Diamond - Little League© size	56000	A	216.0
Skate Park - one pit	10000	A	200.0
Swimming Pool, 2 lane equivalent	3000	A	150.0
Amphitheater (100 person seating area)	1000	A	125.0
Splash Pad (25 people)	2250	B	90.0
Restroom 3+ Toilets	400	B	82.0
Play Field - full size (soccer, football, etc.)	56000	B	56.0
Tennis Court (post tension concrete with fencing)	7200	B	50.4
Trail, hard surface, per 1000 linear feet	10000	B	41.3
Restroom 1-2 Toilets	200	B	41.0
Additional Equivalent Acre Above Requirement	See Tables	B	40.0
Pavilion - extra-large (30'x40')	1200	C	39.0
Pavilion - large (30'x32')	960	C	31.2
Play field - half size	28000	C	28.0
Play or skate feature - e.g. rock wall or kicker, large	200	C	25.0
Playground Structure (1-platform)	250	C	25.0

Item	Min sq. ft. per item	Category	Points per Item
Pavilion - (medium, 30'x24')	720	C	23.4
Pickleball Court	3000	D	22.5
Zipline - per 75' linear rideable line	n/a	D	17.5
Basketball 1/2 court	2350	D	16.5
Pavilion (small, 30'x16')	400	D	15.6
Personal Watercraft Dock	2000	D	12.5
Swingset	100	D	12.5
Trail, soft surface, per 1000 linear feet	5000	D	8.3
Drinking fountain (freeze resistant w/pet bowl & bottle filler)	9	D	6.0
Horseshoes or similar	250	E	3.0
Bleachers - per section	450	E	2.8
Volleyball pit	1800	E	1.3
Art - 1 statue, sculpture, or other single piece	50	E	1.0
Table (6' aluminum)	75	E	0.8
Tetherball or similar	250	E	0.6
Trash Receptacle (32 gal)	25	E	0.6
Workout station	100	E	0.5
Bench	50	E	0.4
BBQ Grill	25	E	0.3
Bike Rack, 4-bike capacity	30	E	0.3
Parking - 1 space (hard surface with drive aisle)	320	P	0.4
Parking - 1 space (soft surface with drive aisle)	320	P	0.1
Additional options for stacked residential and residential above commercial:			
Fitness room / gym	400	B	41
Rooftop Garden	150	C	25

** When an amenity is proposed that is not listed, Planning Director shall compare the cost and capacity of the amenity with amenities in this table to determine a comparable points value and category.*

*** A minimum of one trash can is required with every pavilion and one for every park without pavilions.*

…

MINUTES – City Council Meeting

Tuesday, April 14, 2026
City of Saratoga Springs City Offices
319 S. Saratoga Rd., Saratoga Springs, Utah 84045

POLICY MEETING

CALL TO ORDER

6:00 p.m. by Mayor Chris Carn

1. **Roll Call** – A quorum was present
   Present:
   Mayor Chris Carn, Council: Audrey Barton, Edon Davenport, Robert Taylor, Lance Wadman, Emma Wilson.
   Staff: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, Deputy Recorder Heather Washburn, Senior Planner Austin Roy, Planner II Kendal Black, Budget Analyst Spencer Quain, Financial Director Chelese Rawlings, Public Works Director Jeremy Lapin, City Recorder Nicolette Fike.
   Others: Garrett Cozzens, Sam Braegger, Olivia Baker, Dave Morton, Luke McGarry, Ellie Mitchel, David Kelley.

2. **Moment of Reflection –** given by Councilmember Wadman.
3. **Pledge of Allegiance** – led by Councilmember Taylor.
4. **Public Input** –
   Garrett Cozzens, resident of Saratoga Springs, expressed concerns about garbage and appliance/furniture dumping near Chianti Street. Mayor Carn directed Staff to investigate the issue.

REPORTS

1. **Mayor.** No Report.
2. **City Council.** No report.
3. **Administration.** City Manager Mark Christensen noted there was need for a Closed Meeting.
4. **Department Reports: Library, Recreation, Public Relations/Community Outreach.** Given in packet.

CONSENT ITEMS

1. **Fireworks Restriction Map Update. Ordinance 26-13 (04-14-26).**
2. **Approval of Minutes: March 24, 2026 & March 31, 2026.**

Councilmember Wilson suggested sending mailers to residents in Firework restriction zones.

Councilmember Barton noted that she loved the idea.

Staff was directed to research sending mailers to residents in firework restriction zones.

Motion by Councilmember Davenport to approve the items on the Consent Calendar. Seconded by Councilmember Barton.
Vote:

Council Member Barton	**Yes**
Council Member Davenport	**Yes**
Council Member Taylor	**Yes**
Council Member Wadman	**Yes**
Council Member Wilson	**Yes**

No: None.
Absent: None.

Motion passed 5-0

PUBLIC HEARINGS

1. **Updates to the City of Saratoga Springs' Water Conservation Plan. Ordinance 26-14 (04-14-26).** Public Works Director Lapin presented the item. He explained that the State requires water agencies with more than 500 service connections, as well as all water conservancy districts, to submit a water conservation plan to the Utah Division of Water Resources. The code also requires that the plans be updated no less than every five years. He gave an overview of metering procedures and leak identification measures.

   City Manager Mark Christensen provided an update on current reporting procedures for utility leak notifications.

   Public Hearing open by the Mayor. Receiving no public comments, the Public Hearing was closed by the Mayor.

   Councilmember Wilson expressed her excitement that residents could now participate in the Utah Water Saver's Program, noting that Jeremy and Staff had been working on that for several years.

   City Manager Mark Christensen explained that residents are eligible for partial participation in the program, with Central Utah Water Conservation District providing a portion in support of the City's conservation efforts. He noted that certain state requirements are more restrictive than the current approach, which prioritizes affordability and ease for residents. The City does not require landscape plan approvals or enforce detailed planting requirements and meeting state requirements would be more restrictive than current practices and would be a hurdle to qualifying for full funding.

   Public Works Director Jeremy Lapin explained that residents are also eligible for smart controller rebates that automatically adjust watering and shut off during rain.

2. **Motion made by Councilmember Barton to approve the Updates to the City of Saratoga Springs' Water Conservation Plan. Ordinance 26-14 (04-14-26). Seconded by Councilmember Wilson.**
   Vote:
   Council Member Barton Yes
   Council Member Davenport Yes
   Council Member Taylor Yes
   Council Member Wadman Yes
   Council Member Wilson Yes
   No: None.
   Absent: None.
   Motion passed 5-0

WORK SESSION

1. **Utah Lake Authority – Utah Lake Access Point Master Plans Project, Sam Braegger, Deputy Director. –**
   Sam Braegger, Deputy Director of the Utah Lake Authority (ULA), provided background on the item. He noted this was very beginning stages.

   The Council liked having lake and portage access and improvements to the area. ULA is pursuing studies and research on what best amenities, practices and policies would be.

BUSINESS ITEMS

1. **Tentative Budget Presentation, FY 2026-27 Balanced Budget Report, and Summary of Budget Requests for FY 2026-27, including proposed tax rate increase to fund public safety.**
   Budget Analyst Spencer Quain presented the item. He provided background on the budget request process and annual timeline. This budget includes a proposed property tax increase of $3.1 million to help narrow

the funding gap for public safety to maintain reliable police and fire safety services. The packet includes both budget options and a draft notice.

City Manager Mark Christensen explained that discussions on public safety needs began in the previous year. He said that the City anticipated placing a staffed ambulance on the east side by the end of the fiscal year and had begun designing a new fire station, while evaluating public safety staffing, with an estimated $6 million increase in ongoing operating costs. He added that the fire station would be financed and reimbursed through impact fees, but those fees could not be used for operational expenses. He reported that staffing metrics indicated a need for additional personnel to manage workloads and improve response times. He further explained that property tax revenue from new growth is delayed, a year or two behind when services are provided. He indicated that property taxes continue to fund public safety and that the proposal would increase the percentage to align with historic funding levels.

Councilmember Taylor explained that using general fund reserves to cover ongoing costs would not be fiscally responsible, emphasizing the need to match ongoing expenses with reliable revenue sources. He noted that while impact fees can help fund capital projects such as a fire station, ongoing costs require staffing and operational funding. He emphasized that core government responsibilities include public safety, roads, water, and sewer, and that property taxes are intended to support those services. He raised concern about relying on variable revenue sources, such as sales tax, due to economic fluctuations. He noted that he does not like paying property taxes or seeing them increase but acknowledged that the City's portion of property tax is a small share of the overall tax and is among the lowest in the county.

Mayor Carn said that there will be a public hearing on this item at a future date.

City Manager Mark Christensen gave an overview of the next steps and Truth in Taxation procedures.

Councilmember Wadman expressed appreciation for the City's efforts to inform the public and encouraged residents to review the available publications for additional context. He said that the Council does not take the matter lightly, describing it as one of the most difficult conversations he has experienced, and noted that council members have spent significant time engaging with residents and discussing the issue.

Councilmember Wilson thanked Staff for their work and acknowledged the difficulty of the discussion. She mentioned that data from police and fire services showed a clear need for a significant investment to address growth and improve response times. She noted that response times in certain areas were about 10.5 minutes compared to a target of approximately 5.5 minutes, indicating real need. She added that the City was working to make that investment while limiting the impact to residents.

Councilmember Barton invited the public to reach out to Councilmembers with questions or concerns. She acknowledged that the decision is difficult and emphasized the Council's willingness to communicate and provide information to residents.

Councilmember Davenport highlighted that the increase pertains only to the City's portion of property taxes, approximately 12%, and not the total property tax amount.

City Manager Mark Christensen elaborated that for an approximately $550,000 home, the impact would be about $13.50 per month, noting that exact figures would be published at a future date.

Councilmember Wilson noted that the budget packet is publicly available and can be reviewed in detail. She invited residents to review the budget and reach out with questions.

No action taken on the item.

2. **Award of Contract for Construction for the Saratoga Road and Pony Express Widening Project with Geneva Rock. Resolution R26-17 (04-14-26).**
Public Works Director Lapin explained that the project consisted of widening both Saratoga Road from Pony Express Parkway to Pioneer Crossing and Pony Express Parkway from Saratoga Rd. to 5 lanes each. The City has received funding through the Transportation Improvement Program through Mountainland Association of Governments (MAG). No budget amendment is needed currently. He reported that the

project was estimated at approximately $14.5 million, with the low bid from Geneva Rock at $10.9 million, including add-ons. He noted that add-ons were included with the intent to proceed if funding allowed, including a signal at 1100 West near Dry Creek Elementary, upsizing the box culvert at Dry Creek, and a variety of other pavement improvement and preservation add-ons.

Mayor Carn noted that funding is not a single flexible source and that the project is funded through a combination of City and MAG funds. The City would front the cost and be reimbursed by MAG.

In response to questions, Public Works Director Jeremy Lapin clarified that funding would cover approximately 93% of the project, with the City responsible for a 7% match. He added that the City would work closely with the contractor, with direction to minimize closures as much as possible and to utilize the two summer seasons for work that could potentially have greater impact on schools, but that a schedule would be provided later. He gave details on power poles affected by the project.

City Manager Mark Christensen noted that the project involved significant coordination with MAG and other funding sources to acquire necessary right-of-way. He added that portions of the road would be constructed over previously installed sewer infrastructure, allowing some elements of the project to progress more efficiently.

Public Works Director Jeremy Lapin further discussed the project location, MAG process, and provided an overview of the subsequent bridge project.

Mayor Carn acknowledged that the project may appear inconsistent, with sections widening and narrowing, but that there is a coordinated plan based on funding and timing, and that the long-term plan is for Pony to be five lanes from the eastern Saratoga border to Eagle Mountain.

City Manager Mark Christensen added that, once the bridge is designed and additional funding opportunities are identified, the City could advance projects to expedite construction, noting the high priority for the community.

Staff and Council further discussed UDOT projects, UTA, scheduling, and potential project overlap.

Motion made by Councilmember Wadman to approve the Award of Contract for Construction for the Saratoga Road and Pony Express Widening Project with Geneva Rock, with any staff findings and conditions. Resolution R26-17 (04-14-26). Seconded by Councilmember Davenport.
Vote:
Council Member Barton Yes
Council Member Davenport Yes
Council Member Taylor Yes
Council Member Wadman Yes
Council Member Wilson Yes
No: None.
Absent: None.
Motion passed 5-0

A short break was taken. Meeting resumed at 7:30 PM.

Business Items 3 & 4 were presented at the same time with on motion taken on both together.

3. **Reimbursement Agreement for Meadows at North Lake with Alpine Homes LLC. Resolution R26-18 (04-14-26).**
   Public Works Director Lapin noted that the Developer will install City system improvements on this development, and the Engineering department has found the improvements listed to be consistent with the accepted plans.

4. **Reimbursement Agreement for Fox Hollow Neighborhood 4 with Grnobl Fox Hollow Owner, LLC. With any staff findings and conditions. Resolution R26-19 (04-14-26).**

Public Works Director Lapin noted that the Developer will install City system improvements on this development, and the Engineering department has found the improvements listed to be consistent with the accepted plans.

David Kelly with the applicant was present and gave an overview on anticipated construction timelines on the Fox Hollow item.

Motion made by Councilmember Taylor to approve the Reimbursement Agreement for Meadows at North Lake with Alpine Homes LLC. Resolution R26-18 (04-14-26), and to approve the Reimbursement Agreement for Fox Hollow Neighborhood 4 with Grnobl Fox Hollow Owner, LLC. Resolution R26-19 (04-14-26). Seconded by Councilmember Wilson.
Vote:
Council Member Barton Yes
Council Member Davenport Yes
Council Member Taylor Yes
Council Member Wadman Yes
Council Member Wilson Yes
No: None.
Absent: None.
Motion passed 5-0

5. **North Marina Site Plan, located at 1192 E Saratoga Road. City initiated.**
Planner II Kendal Black presented the item noting that the marina will include a boat ramp, a floating dock, 30 long parking stalls for vehicles with boat trailers, 19 normal parking stalls (2 are ADA compliant), a toll booth, bathroom facilities (a portion of which will be used for storage), and trail connections.

Mayor Carn asked if it would be possible to add outdoor showers.

Public Works Director Jeremy Lapin explained they could add free-standing showers adjacent to the building.

Councilmember Taylor received clarification that the guard shack would be staffed or self-pay depending on the time and that the guard shack is also used for storage.

City Manager Mark Christensen highlighted that the City contributed approximately $500,000 and was able to match that amount roughly twelvefold through additional funding sources.

Motion made by Councilmember Barton to approve the requested Site Plan for the North Marina located at 1192 East Saratoga Road, with the Findings and Conditions in the Staff Report. Seconded by Councilmember Wadman.
Vote:
Council Member Barton Yes
Council Member Davenport Yes
Council Member Taylor Yes
Council Member Wadman Yes
Council Member Wilson Yes
No: None.
Absent: None.
Motion passed 5-0

6. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, chapter 19.19 Open Space, for minimum required amenities. Citywide, City initiated. Ordinance 26-15 (04-14-26).**
Senior Planner Austin Roy explained the background on Open Space amenities and requirements for residential development. These changes will allow for flexibility in how developments satisfy open space standards. He noted this eliminates the 25% limit to encourage larger amenities and increases the categories they can choose from. The change also changes language for restrooms to focus on parks that result in longer stays and/or trailheads with parking areas.

In response to questions, Senior Planner Austin Roy explained that the language includes a provision stating, "subject to approval by the land use authority," meaning the City Council. He explained that during site plan review, the Council could require elements such as a restroom if deemed necessary or not.
Councilmember Barton expressed her concern that there would be less trailheads and did not feel a restroom should be mandatory at trailheads.

Councilmember Taylor suggested a composting toilet, and Councilmember Barton agreed that would be better.

City Attorney Kevin Thurman clarified that once the code is adopted, decisions would be administrative, based on applying established criteria, and would not involve Council discretion. He explained that the current language requires a minimum of one restroom and includes criteria related to duration of public use, indicating that the code generally requires a restroom, with only limited circumstances where it may not be required. He said that revising the language to "may be required" would provide more flexibility but cautioned against converting an administrative decision into a discretionary or legislative one and noted that decisions may be made by a land use authority such as the Planning Commission, emphasizing the importance of having clear criteria to guide those decisions.

City Manager Mark Christensen noted that consideration could be given to alternative restroom types in areas not near sewer infrastructure as part of a future code amendment.

Councilmember Barton was not in favor of requiring restrooms at trailheads.

Councilmember Taylor indicated he was not ready to eliminate restroom requirements, noting it could be a valuable amenity and suggesting further discussion, including consideration of associated costs, before making a determination.

Motion made by Councilmember Wilson to continue the item for amendments to Title 19 Land Development Code of the City of Saratoga Springs, chapter 19.19 Open Space, for minimum required amenities to a future date. Citywide, City initiated. Ordinance 26-15 (04-14-26), with direction to Staff to investigate cost effectiveness and that code is not a legislative decision. Seconded by Councilmember Taylor.

Mayor Carn asked for two Councilmembers to work on options with Staff and to bring it back to the Council at a later date.

City Manager Mark Christensen noted that the City has the capability to maintain vault toilets using existing equipment and could consider them as a cost-effective option at trailhead locations if desired by the Council.

Councilmember Barton said she was opposed to requiring restrooms at trailheads, noting that many do not have such facilities and that users often plan accordingly. She added that, even if the City could maintain them, it would still require resources and effort, and she would prefer prioritizing other infrastructure needs.

Councilmember Davenport noted that the intent of the code is to be less restrictive and to consider how to diversify amenities, emphasizing the importance of keeping the language focused on reducing restrictions rather than adding them.

Mayor Carn appointed Councilmember Barton and Councilmember Davenport to work on options for potential changes with Staff.

Vote:
Council Member Barton No
Council Member Davenport Yes
Council Member Taylor Yes
Council Member Wadman Yes
Council Member Wilson Yes
No: None.

Absent: None.
Motion passed 4-1

7. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, chapter 19.16 Site and Architectural Design Standards, for warehouse additional standards exemption. City initiated, citywide. Ordinance 26-16 (04-14-26).**
Panner II Kendal Black explained that recent proposals for smaller buildings in the OW zone have identified a need to be able to grant exceptions to the additional standard requirements in 19.16.08. The proposed code amendment would allow smaller buildings (15,000 square feet in area or smaller and 200 feet in width or less) to build as a commercial building, without the additional standards that may only make sense for wide and large warehouse buildings.

Councilmember Wilson received clarification that the proposed 15,000 square foot adjustment was compared with existing structures and reviewed with the Planning Director.

Motion made by Councilmember Barton to approve the amendments to Title 19 Land Development Code of the City of Saratoga Springs, chapter 19.16 Site and Architectural Design Standards, for warehouse additional standards exemption. City initiated, citywide, with any staff findings and conditions in the staff report. Ordinance 26-16 (04-14-26). Seconded by Councilmember Davenport.
Vote:

Council Member Barton	**Yes**
Council Member Davenport	**Yes**
Council Member Taylor	**Yes**
Council Member Wadman	**Yes**
Council Member Wilson	**Yes**

No: None.
Absent: None.
Motion passed 5-0

8. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.16 Site and Architectural Design Standards, for building buffer requirements; and 19.02 Definition of Loading Bay. Citywide, City initiated. Ordinance 26-17 (04-14-26).**
Senior Planner Austin Roy presented the item. They explained that currently, the code requires a minimum of 5 feet between a building and a drive-thru lane. However, staff has noted in recent reviews for commercial buildings that it can be difficult to meet the Building Buffer requirement on building corners adjacent to a drive thru lane. In addition, the Building Buffer requirement does not work for buildings with a Loading Bay. Staff is proposing to allow exceptions for these specific circumstances. Also, a new definition for "Loading Bay" is being proposed with this code amendment.

Mayor Carn and Councilmember Barton expressed concern with the reduced setback, noting it brings the building closer to vehicles and may weaken the aesthetic.

Staff and Council discussed bollards, current drive-thru exceptions, and building challenges.

The Council discussed a need for more time to see examples, and City Manager Mark Christensen noted that Staff can provide examples.

Councilmember Davenport noted that feedback is sometimes received that City code makes opening a business difficult and questioned whether to prioritize aesthetics or a more business-friendly approach, emphasizing the need to find a balance and suggested further review.

9. **Motion made by Councilmember Davenport to continue the item for amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.16 Site and Architectural Design Standards, for building buffer requirements; and 19.02 Definition of Loading Bay. Citywide, City initiated, Ordinance 26-17 (04-14-26)., to a future date, with direction to Staff to provide examples to the Council. Seconded by Councilmember Wadman.**

Councilmember Taylor requested the examples be provided in a future packet.

Councilmember Barton requested an email sent with locations of examples to view in person as well.

Senior Planner Austin Roy noted that he would include them in the packet as well as through email.

Vote:
Council Member Barton Yes
Council Member Davenport Yes
Council Member Taylor Yes
Council Member Wadman Yes
Council Member Wilson Yes
No: None.
Absent: None.
Motion passed 5-0

CLOSED MEETING –

Motion by Councilmember Wadman 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 Barton.
Vote:
Council Member Barton Yes
Council Member Davenport Yes
Council Member Taylor Yes
Council Member Wadman Yes
Council Member Wilson Yes
No: None.
Absent: None.
Motion passed 5-0

A short break was taken.
Meeting commenced at 8:21 p.m.

Present: Mayor Carn, Councilmembers Audrey Barton, Lance Wadman, Edon Davenport, Robert Taylor, Emma Wilson. City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman, Deputy Recorder Heather Washburn.

Closed Meeting ended at 8:35 p.m.

ADJOURNMENT
Meeting Adjourned Without Objection at 8:37 p.m. by Mayor Chris Carn.

Mayor Chris Carn

5-5-2026
Date

City Recorder

MINUTES – Planning Commission

Thursday, March 12, 2026
City of Saratoga Springs City Offices
319 S. Saratoga Road, 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 Willden.
2. **Roll Call** – A quorum was present

Present:
Commission Members: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, NH Rather, Chris Roman, Doug Willden.
Staff: Sarah Carroll, Planning Director; Rulon Hopkins, Assistant City Attorney; Owen Jackson, Assistant City Manager; Gina Grandpre, Senior Planner; Austin Roy, Senior Planner; Jeff Pearson, Engineer; Wendy Wells, Deputy Recorder.
Others: Ryan Bull, Michael Wells.
Excused: Colton Miles.

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. **Beacon Pointe Village Plan 8 – Porter Haven. Located approximately at Ensign Drive and Mountain View Corridor. Ryan Bull as applicant.**

Senior Planner Gina Grandpre presented the item. This is a 45.9-acre development within the Beacon Pointe Community Plan in Saratoga Springs. As outlined in the Community Plan, it includes 187 residential units over 45.9 acres, yielding a density of approximately 4.1 dwelling units per acre. The development incorporates a mix of traditional single-family detached homes and attached townhomes. Approximately 2.4 acres (5.23%) is designated as open space.

Senior Planner Gina Grandpre noted the applicant had proposed architectural standards that would modify the requirement in Title 19.16, including reducing the number of required materials and colors on building elevations from three materials and colors to two colors and materials respectively. She advised that Staff would be recommending a condition requiring the applicant to make revisions to comply with Title 19, or to add more prescriptive language to ensure the architectural intent illustrated in the village plan booklet would be clearly implemented in the final development.

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

Commissioner Willden received clarification that the developer may not want to lock builders in to specific requirements, and the applicant had requested every elevation be allowed to use only two colors and two building materials, but City code only allowed that on elevations that did not face streets or open space.

Senior Planner Gina Grandpre informed Commissioners that the applicant had used language that stated "may be considered" or "may count", and she explained they had a right to ask for what they wanted, but Staff was advising stronger, more prescriptive and specific language.

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Applicant Ryan Bull of Land Reserve in Salt Lake City joined the discussion at 6:18 pm. He shared that they had completed Village 1 and Village 2, and expected to continue with the same builder group. He said there was an architectural review committee that reviewed every plan that came in, and explained the concern with the requirement for three colors and materials was that they felt it may look like a 3-layered cake-type of structure. He thought utilizing only two colors and materials would lead to a more enhanced streetscape. He presented a few examples of elevations with two colors and materials, and explained their main reason for the request was to allow for some flexibility.

Commissioner Hill liked the brick and stone buildings the applicant presented, but felt there had not been a lot of those types of materials used in Village 2. He was concerned Village 8 could end up with mostly stucco or siding materials like he had seen in Village 2. He suggested that perhaps only two colors and materials could be allowed if the main material were brick or stone, but felt the City should require three colors and materials if siding or stucco were used as the main material.

Planning Director Sarah Carroll clarified that the issue was not with the images themselves, but with the absence of language ensuring that those specific types of designs would be constructed. She advised that the solution would be to propose language guaranteeing that the final construction would fall in line with the images presented.

Senior Planner Gina Grandpre offered an example of how the language could be strengthened, proposing revisions such as replacing "may" with more definitive wording and incorporating specific requirements. She suggested the addition of wording such as, "choose two of the enhanced building articulations" to provide greater clarity and accountability for the builders. She advised that the City's intent was to ensure the completed construction looked like the styles in the applicant's proposed plan.

Mr. Bull explained that when a builder came into Beacon Pointe, they participated in a product line review where their plans were submitted to the architectural review committee who then worked with them on adjusting the plans to a higher standard. He said the intent was to have some flexibility so the architectural review committee could have a diverse streetscape.

Commissioner Sprosty Burns was concerned that condition 5 in the Staff Report was not strong enough to be in compliance with City code.

Planning Director Sarah Carroll advised it would be preferable for the applicant to draft the proposed language, rather than having Staff prepare it on their behalf. She explained that this approach would allow the applicant to better reflect their intent, after which Staff could review the proposal for compliance with Title 19. She noted that Staff had previously requested this language, but it had not yet been provided. She emphasized the City's desire to avoid vague or noncommittal wording, and suggested that a condition could be added directing Staff to work with the applicant to develop the language.

Commissioner Mann felt the applicant should work with city to make the language precise. She explained that she was familiar with several of the builders involved, and she believed those builders would only want to put their name on a good quality product. She didn't have a concern about using only two colors and two materials and felt it should be looked at on a case-by-case basis.

Commissioner Rather received clarification that the architectural review committee was an internal committee with the developer and that there would need to be a site plan for the townhomes.

Senior Planner Gina Grandpre expounded briefly on some of the history regarding the construction of Village Plan 2, and expressed that there was a desire to fix some of the ambiguous language going forward. She noted that some process changes since Village 2 had been tightened up to help make things more efficient.

Commissioner Rather felt that flexibility was a good thing, but he thought the language in condition 5 needed to be very clear.

DRAFT

Commissioner Sprosty Burns received clarification about terminology used in the Staff report and the way that condition 5 had been written.

Commissioner Hill referenced Village 2, noting that lessons had been learned through that process. He felt it was important to apply those insights to strengthen and refine the approach for Village 8.

Mr. Bull also felt it would be good to have language that was enforceable and avoid ambiguity.

Motion made by Commissioner Hill that the Planning Commission forward a positive recommendation to the City Council for Beacon Pointe Village Plan 8, with the Findings and Conditions in the Staff Report, and modifying condition 5 to say: "Prior to going to City Council for approval and prior to issuance of the approval letter, the applicant shall revise the architectural design standards to have stronger language, including required materials and colors on street- and open space–facing elevations". Seconded by Commissioner Rather.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, NH Rather, Chris Roman, Doug Willden.
No: None.
Absent: Colton Miles.
Motion passed 6 - 0.

2. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.19 – Open Space. This amendment will allow a broader range of amenities within open space. Citywide. City-Initiated.

Senior Planner Gina Grandpre presented the item. Chapter 19.19 establishes open space and amenity requirements for residential development to help ensure livable neighborhoods with usable recreational spaces. The proposed amendment updates the code by expanding the range of amenities that may be used to meet the required point system, providing more flexibility in how developments satisfy open space standards. This change is intended to better align the code with modern development types and resident needs while maintaining the City's open space goals. Staff will propose a separate amendment in the future to update the table of amenity points in this section.

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

Commissioner Hill received clarification from Senior Planner Gina Grandpre that the City would not accept a public park unless it was 5 acres or more, and that public parks and trailheads were required to provide a minimum of a 1-toilet restroom. It was also noted that it had been based on equivalent acres before and had become really restrictive.

Planning Director Sarah Carrol further explained that the wording had been changed from "all parks" to "public parks" because City Council was concerned that requiring restrooms in private parks could potentially add a big maintenance and access burden on an HOA.

Commissioner Mann received clarification that the planning director would evaluate amenities and assign a point value to them to use towards credit for the amenities.

Motion made by Commissioner Mann that the Planning Commission forward a recommendation for approval of the proposed Code Amendment to Chapter 19.19, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, NH Rather, Chris Roman, Doug Willden.
No: None.
Absent: Colton Miles.
Motion passed 6 - 0.

DRAFT

3. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.16 – Site and Architectural Design Standards. This amendment would allow an exception for building buffer requirements at the corners of buildings and loading bays. Citywide. City-Initiated.**
Senior Planner Austin Roy presented the item. This is a staff-initiated code amendment related to the building buffer for commercial buildings. Currently the code requires a minimum of 5 feet between the building and the drive thru lane. However, this requirement can be difficult to meet on building corners adjacent to a drive thru lane, and does not work on a building with a loading bay. Staff is proposing to allow exceptions for these specific circumstances.

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

Commissioner Hill received clarification regarding the installation of bollards to protect both the building and pedestrians; and would additionally allow for design flexibility.

Motion made by Commissioner Willden that the Planning Commission forward a recommendation for approval of the proposed code amendments to Chapter 19.16, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mann.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, NH Rather, Chris Roman, Doug Willden.
No: None.
Absent: Colton Miles.
Motion passed 6 - 0.

BUSINESS ITEMS

1. **Approval of Minutes: February 26, 2026.**

Motion made by Commissioner Willden to approve the minutes of February 26, 2026. Seconded by Commissioner Hill.
Yes: Rachel Sprosty Burns, Scott A. Hill, Virginia Rae Mann, NH Rather, Chris Roman, Doug Willden.
No: None.
Absent: Colton Miles.
Motion passed 6 - 0.

REPORTS

1. **Commission Comments.** Commissioner Hill reminded Planning Commissioners of the APA conference at Bryce Canyon on April 8-10.

2. **Director's Report.** – Planning Director Sarah Carroll advised of upcoming agenda items and recent City Council actions.

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

ADJOURNMENT
Meeting Adjourned Without Objection 7:07 p.m. by Chair Rachel Sprosty Burns.

_____ _____
Date of Approval Planning Commission Chair

_____
Deputy City Recorder

DRAFT

ORDINANCE NO. 26-34 (07-21-26)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ("CITY") ADOPTING AN AMENDMENT TO TITLE 19 OF THE SARATOGA SPRINGS CITY CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah ("City Council") previously adopted ordinances codified in Title 19; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 et seq., the City Council may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City Council has reviewed the City Code and finds that further amendment to the City Code is necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 et seq.; and

WHEREAS, pursuant to Utah Code Chapter 10-20, a municipal legislative body such as the City Council may enact or amend land use regulations so long as such advances the purposes in Chapter 10-20 and a duly-noticed public hearing was first held by the planning commission; and

WHEREAS, the Saratoga Springs Planning Commission held a public hearing, after the required public notice, on March 12, 2026 and forwarded a recommendation to the City Council with or without amendments; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and all public comment received at the Planning Commission public hearing; and

WHEREAS, the City Council hereby finds that the amendments attached as Exhibit A advance the purposes of Utah Code Chapter 10-20 and further the public health, safety, and welfare of Saratoga Springs residents.

NOW THEREFORE, the City Council ordains as follows:

SECTION I – ENACTMENT

The amendments to Title 19 of the City Code attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City's official website; and
    ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 21st day of July, 2026.

Signed: _____
Chris Carn, Mayor

Attest: _____
City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Edon Davenport	_____	_____	_____	_____
Robert Taylor	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Emma Wilson	_____	_____	_____	_____
Mayor Chris Carn (tie only)	_____	_____		

City Council Staff Report

Author: Jeremy Lapin, City Engineer - Public Works Director
Subject: Sidewalks
Date: July 21, 2026
Type of Item: Resolution
Description: Program for the Inspection and Maintenance of Sidewalks

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A. Topic:

This item is for the adoption of a Sidewalk Management, Maintenance, and Inspection program. This item will provide a written SOP (standard operating procedure) that documents and supports the existing practices for the inspection, maintenance and repair of walkways and trails through the City that are generally undertaken by the Streets Division within the Public Works Department.

B. Background:

By having a written program and SOP, it will ensure the City's efforts are consistently documented and applied to ensure our approved remains proactive, systematic, and defensible. The process outlined is used to identify common deficiencies such as vertical separations, cracking, spalling, and surface deterioration and established a prioritization process and schedule.

C. Analysis:

The attached program document provides a written SOP that memorializes the practices and procedures of the streets division to ensure a consistent and equitable approach continues for the assessment and maintenance of the city's walkways and trails and establishes a clear prioritization process and schedule.

D. Fiscal Impact:

There will be no new fiscal impact to the City because of this policy. Sidewalk maintenance is funded under the Street department budget under GL 10-4410-742 with an annual appropriation of $20,000.

E. Recommendation

I recommend that the City Council approve Resolution 26-XX adopting the attached Sidewalk Inspection and Maintenance Program.

City of Saratoga Springs Sidewalk Inspection and Maintenance Program

The City of Saratoga Springs maintains an active sidewalk inspection and maintenance program to ensure safe and accessible pedestrian infrastructure throughout the community. The program identifies common deficiencies such as vertical separations, cracking, spalling, drainage concerns, utility lid hazards, and surface deterioration. It also establishes a prioritization process and repair schedule designed to improve public safety, accessibility, and defensible maintenance practices.

Program Objectives

The City's sidewalk inspection and maintenance program is designed to:

- Improve Public Safety
- Reduce trips, slip, and fall hazards
- Identify and correct sidewalk hazards
- Improve pedestrian safety and accessibility throughout the community
- Maintain compliance with applicable ADA and accessibility standards
- Reduce liability exposure through documented inspection and maintenance practices
- Prioritize repairs using a risk-based approach
- Provide consistent standards for inspection, documentation, maintenance, and repair

Asset Inventory

The city maintains an inventory of sidewalks, curb ramps, pedestrian pathways, trails, crosswalks, and related pedestrian infrastructure within the City's GIS asset management system which includes:

• Sidewalks
• Curb ramps
• Shared-use paths and trails
• Crosswalks
• Pedestrian refuge areas
• Concrete pedestrian facilities within parks and public properties
• Utility access lids and covers located within pedestrian travel paths, including:
 - Water meter lids
 - Valve boxes
 - Manhole covers
 - Utility vault covers

Inspection Schedule

Sidewalks, curb ramps, pedestrian pathways, utility access lids and covers, and related pedestrian infrastructure are inspected through regular field surveys conducted by City staff, resident reports, construction inspections, and coordination with other infrastructure assessments and operational activities such as roadway sweeping and pavement condition assessments. In general inspections occur as follows

- Sidewalks adjacent to schools, regional parks, and transit stops are inspected annually.
- All other sidewalks are inspected on a rotating three-year schedule.
- Paved trails and pathways are inspected every three to five years.
- Additional inspections may occur following major storms, utility work, development activity, or roadway construction.

Inspections, Service Request, and Work Order Documentation

Inspections, service requests, and Work Orders are maintained within the City's work order and permitting system, which as of adoption of this policy on July 21, 2026 is CityWorks. It is a GIS integrated system that can effectively document the City's ongoing maintenance and risk management efforts. Documentation within CityWorks generally includes:

- Date of inspection, Service Request, or Work Order
- Inspector or assigned staff's name
- Location of inspection, Service Request, or Work Order
- Photographs when applicable
- Description
- Priority classification on Inspections
- Temporary mitigation measures implemented, if any.
- Repair recommendations, if any
- Work Order completion information

Sidewalk Defect Rating System

Identified sidewalk issues are prioritized based on proximity to high use areas such as schools, parks, & transit stops; the severity and extent of the defect; impacts on accessibility;; and incident history using the table below.

Criteria	High (3 pts)	Moderate (2 pts)	Low (1 pt)
Proximity to High-Use Areas	• ¼ mile or less to school, park, or transit stop	• More than ¼ mile but ½ mile or less of school, park, or transit stop	• More than ½ mile of from school, park, or transit stop
Severity of Defect **(See Appendix A)**	• Cracking with >1" vertical separation • Breaking that is full depth, spalled, and the panel is separated into 2 or more pieces • Spalling of concrete surface with a depth of >1"	• Cracking ½"–1" vertical separation • Breaking that has little to no spalling and the panel remains in a single piece • Spalling of concrete surface with a depth of ½"–1"	• Longitudinal Cracks have Vertical separation of less than ½" • Breaking that is minor and are hairline cracks of less than 1/8" • Spalling of concrete surface has a depth of less than ½""
Accessibility Impact	• Creates ADA barrier or major obstruction • Excessive slope consisting of cross-slopes 5% or greater	• Partial obstruction or uneven surface • Excessive slope consisting of cross-slopes less than 5% but more than 4%	• No major accessibility concern • Cross-slopes of 4% or less
Incident History	• 2 or more trip/fall hazard complaints documented within the previous 24 months	• 1 trip/fall hazard complaints documented within the previous 24 months	• No complaints or reports documented within the previous 24 months

Upon the completion of the inspection of an identified sidewalk issue, a Priority Level will be assigned based on the point total assignment as follows:

1. High Priority –-10–12 points
2. Moderate Priority - 7–9 points
3. Low Priority - 0–6 points

Repair Scheduling and Interim Measures

The Streets Division should perform an initial inspection of reported issues within 48 hours when a hazard is reported or identified. If a confirmed hazard is identified, the hazard shall be marked with high-visibility paint and temporary measures such as marking, barricading, warning signage, or temporary patching shall be implemented within 24 hours when necessary.

- High-priority issues shall be scheduled for repair as soon as reasonably possible.
- Moderate-priority issues shall generally be scheduled within 90 days.
- Low-priority issues should be addressed through ongoing maintenance activities and available funding.

- Emergency repairs and temporary mitigation measures should be implemented as soon as possible when necessary to protect public safety. Temporary mitigation measures may include:
    - Safety paint markings
    - Barricades
    - Sidewalk closures
    - Temporary patching
    - Warning signage

Approved Repair Methods

Repair work shall comply with applicable ADA standards, PROWAG guidance, City standards, and accepted engineering practices. Approved repair methods may include:

- Concrete panel replacement
- Grinding or leveling
- Mud-jacking or slab stabilization
- Asphalt or concrete patching
- Curb ramp upgrades
- Utility lid adjustment or replacement

Funding and Planning

Repair work is funded through the City's annual budget process and prioritized as part of the capital improvement planning cycle. The timing of repairs is subject to the availability of budgeted funds, weather conditions, contractor availability, and coordination with other infrastructure projects.

Resident Involvement and Reporting

Residents are encouraged to report sidewalk concerns using the City's official reporting channels. Reported issues are logged into CityWorks, inspected, prioritized, and addressed according to the established prioritization framework outlined in this document. When appropriate, the City will provide residents with updates regarding reported sidewalk concerns and repair status.

Legal and Risk Management

The City maintains this program to demonstrate reasonable care through documented inspections, maintenance practices, and timely responses to identified hazards. Inspection records, complaint documentation, and repair histories provide important support for the City's public safety and risk management efforts.

Nothing in this program shall be interpreted as creating a guarantee against any or all defects or hazards, nor shall it create a specific duty beyond those established under applicable law.

Appendix A – Breaking, Cracking, Spalling Examples



Figure 1 - Breaking

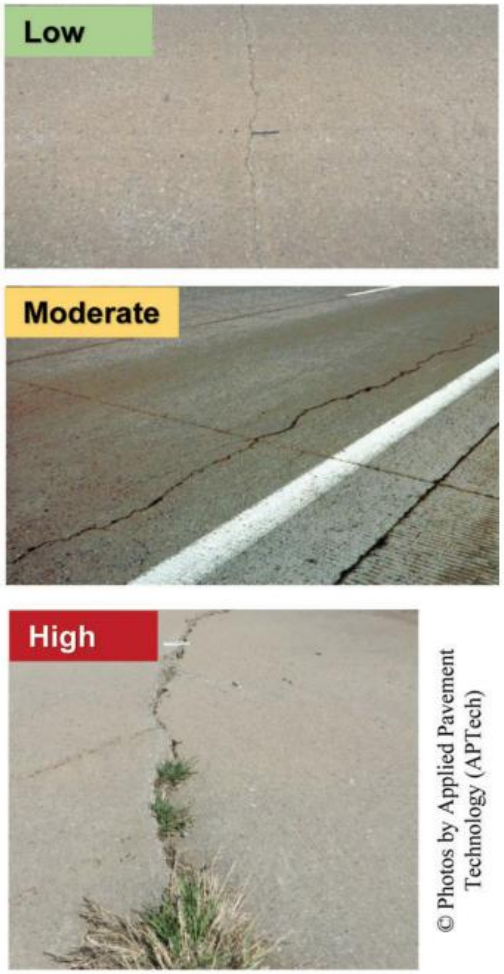


Figure 2 - Cracking



Figure 3- Spalling

RESOLUTION NO. R26-43 (07-21-26)

A RESOLUTION ADOPTING A PROGRAM FOR THE INSPECTION AND MAINTENANCE OF SIDEWALKS

WHEREAS, the City Council of the City of Saratoga Springs recognizes the City shall inspection, maintenance and repair of walkways and trails through the City; and

WHEREAS, the program provides a written SOP that memorializes the practices and procedures of the streets division to ensure a consistent and equitable approach continues for the assessment and maintenance of the city's walkways and trails and establish a clear prioritization process and schedule; and

WHEREAS, this program will meet the recommendations of the insurance coverage provided through the City's association with the Utah Local Governments Trust; and

WHEREAS, adoption by the City Council of the City of Saratoga Springs of the Sidewalk Inspection and Maintenance Program demonstrates their commitment to operating the city in a fiscally responsible manner; and

WHEREAS, after considering the facts presented them, the Council finds the Sidewalk Inspection and Maintenance Program should be approved and that such action will reasonably further the health, safety and general welfare of the citizens of the City of Saratoga Springs.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Saratoga Springs, Utah that the Sidewalk Inspection and Maintenance Program, attached hereto as Exhibit A, is hereby adopted, and City staff are authorized to implement the plan as a standard of practice. This resolution shall take effect immediately upon passage.

PASSED on the 21st day of July, 2026

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Chris Carn, Mayor

Attest: _____
City Recorder