

**CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING**

Tuesday, August 19, 2014

Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

AMENDED CITY COUNCIL AGENDA

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.

POLICY SESSION- Commencing at 7:00 p.m.

- Call to Order.
- Roll Call.
- Invocation / Reverence.
- Pledge of Allegiance.
- Awards, Recognitions and Introduction.
- Public Input - Time has been set aside for the public to express ideas, concerns, and comments. Please limit repetitive comments.

POLICY ITEMS

1. Departmental Quarterly Updates from the Building, Fire, Police Department and the City Manager.
2. Consent Calendar:
 - a. Bid Award for Culinary Water Well #3 Chlorination system.
 - b. Award of Construction Contract for improvements in 3 City parks.
 - c. Bid Award for the City Wide Striping project.
 - d. Communities that Cares Interlocal Agreement for 2014-2015.
 - i. Consideration of Resolution R14-36 (8-19-14): A resolution of the City Council of the City of Saratoga Springs, Utah approving the Interlocal Cooperation Agreement No. 2014-449 between Utah County and the City of Saratoga Springs.
 - e. Guiding Good Choices Parenting Program Interlocal Agreement between Utah County and the City of Saratoga Springs.
 - i. Consideration of Resolution R14-37 (8-19-14): A resolution of the City Council of the City of Saratoga Springs, Utah approving the Interlocal Cooperation Agreement between Utah County and the City of Saratoga Springs.
 - f. Consideration of Disposition of Unclaimed Property.
 - g. Approval of Minutes:
 - i. July 15, 2014.
 - ii. August 5, 2014.
3. Franchise Agreement with Direct Communications Cedar Valley, LLC.
 - a. Consideration of Ordinance 14-21 (8-19-14): granting Direct Communications Cedar Valley, LLC (DCCV), a Utah limited liability company, a nonexclusive franchise to operate an internet services network in the City of Saratoga Springs, Utah pursuant to a franchise agreement specifying DCCV's rights and duties.
4. Consideration of Supporting Utah Fallen Heroes Day and request for Aerial Support.
 - a. Resolution R14-38 (8-14-14): A resolution of the Saratoga Springs City Council in support of the Utah Fallen Heroes Day and the request for Military Aerial Support and Flyover.
5. Motion to enter into closed session to discuss the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual.
6. Adjournment.

Notice to those in attendance:

- Please be respectful to others and refrain from disruptions during the meeting.
- Please refrain from conversing with others as the microphones are sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (e.g., applauding or booing).
- Please silence all cell phones, tablets, beepers, pagers, or other noise making devices.
- Refrain from congregating near the doors to talk as it can be noisy and disruptive.

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



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

SSPD Quarterly Report

Saratoga Springs City Council

April through June 2014

Presented by Chief Andrew Burton





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Special Events Supported April thru June 2014

- * New Officer Testing
- * Public Safety Briefing at Camp Williams
- * Special Olympics Torch Run
- * Iron Will Event at Camp Williams
- * Meeting/Tour of NSA Facility
- * SSPD Awards Luncheon
- * SS City Parade and "Splash"





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Police Department Training April thru June 2014:

April: Utah Gang Training Conference

May: High Risk Vehicle Stops

OC/Taser Recertification

Physical Fitness Test (Diagnostic)

June: Swift Water Rescue

Legal Update

Victim Services



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Swift Water Rescue Training





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

SWAT Training April thru June 2014:

April: Live Fire Weapons (*Move and Shoot*)

Field Tactics

Land Navigation

June: Live Fire Weapons (*Move and Shoot*)

Planning

Building Clearing





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

SWAT Training

Building Clearance





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

SWAT Training

Move/Shoot/Transition/Re-load





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities



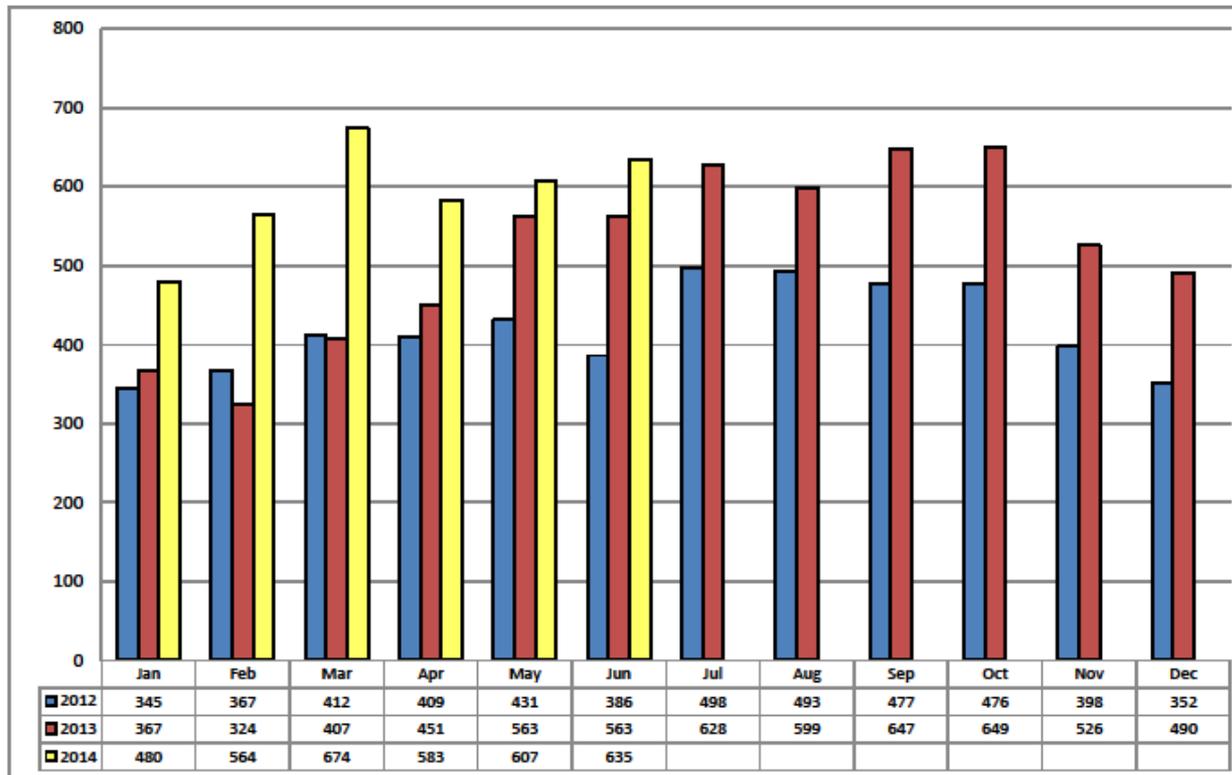
SWAT Training
Move/Shoot/Re-load



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Saratoga Springs Police Department
Total Incidents



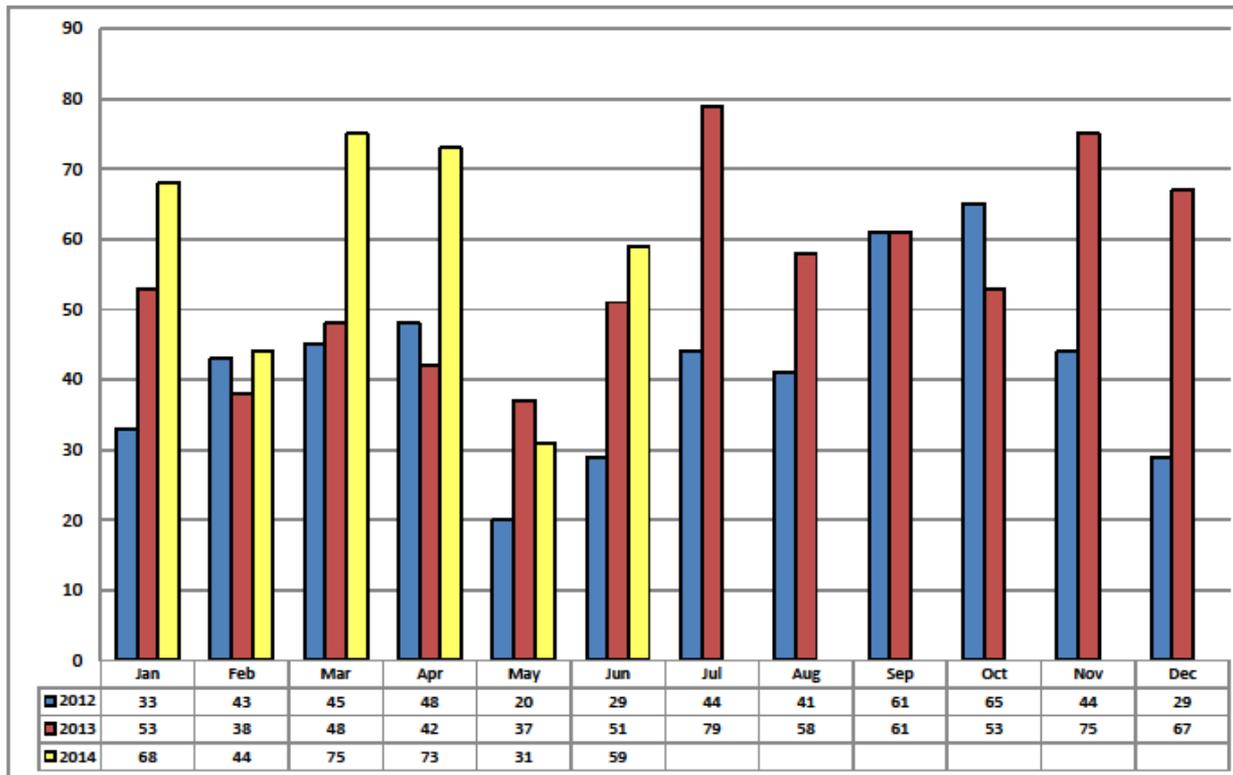
Totals
2012 - 5044 / 2013 - 6214 / 2014 - 3543



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Saratoga Springs Police Department
Total Arrests



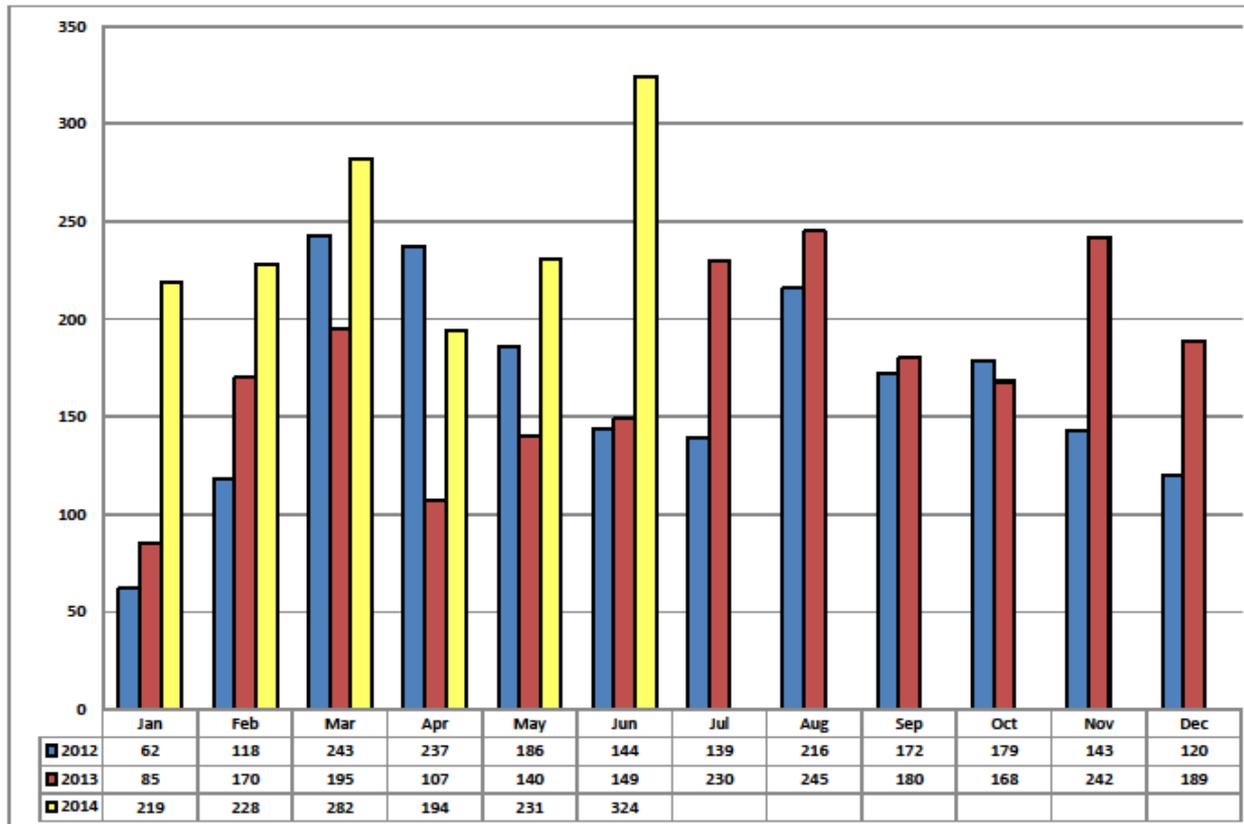
Totals
2012 - 502 / 2013 - 662 / 2014 - 350



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Saratoga Springs Police Department
Total Citations



Totals
2012 - 1959 / 2013 - 2100 / 2014 - 1478



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Major Cases:

- * Stolen Truck/Assault/Burglary
- * Recovered Illegal Assault Rifle/ATF Case
- * Plane Crash
- * Walmart Fraud Case
- * Smith's Fraud Case



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

SSPD June 2013 to July 2014

PERSONNEL

2 New FT Allocations (1 x Detective, 1 x Patrol)

4 New PT Allocations (4 x Reserve Officers, 1 x Records Clerk)

New Classifications (Officer I, II, III, Corporal, Sergeant)

Promotional Testing: Two Promotions (Corporals Ruch and Pack)

Officer Testing: Six New Officers (Morgan, Potts, Snarr, Judson, Williams, Hill)

Awards Program/Performance Bonus Pay

TRAINING

Improved, Hands-On Training Program with Emphasis on Live Fire Range Training

Vastly Improved SWAT Training Program

OPERATIONAL

Fleet Enhancements/Car Per Officer

Uniform Enhancements and Improvements

Rifle Assigned to Every Officer

Improved Equipment (AEDs, Radar, Computers, OC Gun, Body Cameras, Station Cameras)

Total Station System and Team/Bike Patrol/Motorcycle

INVESTIGATIONS

Equipment: Pole Camera, Smart Phone Analyzer, Cameras

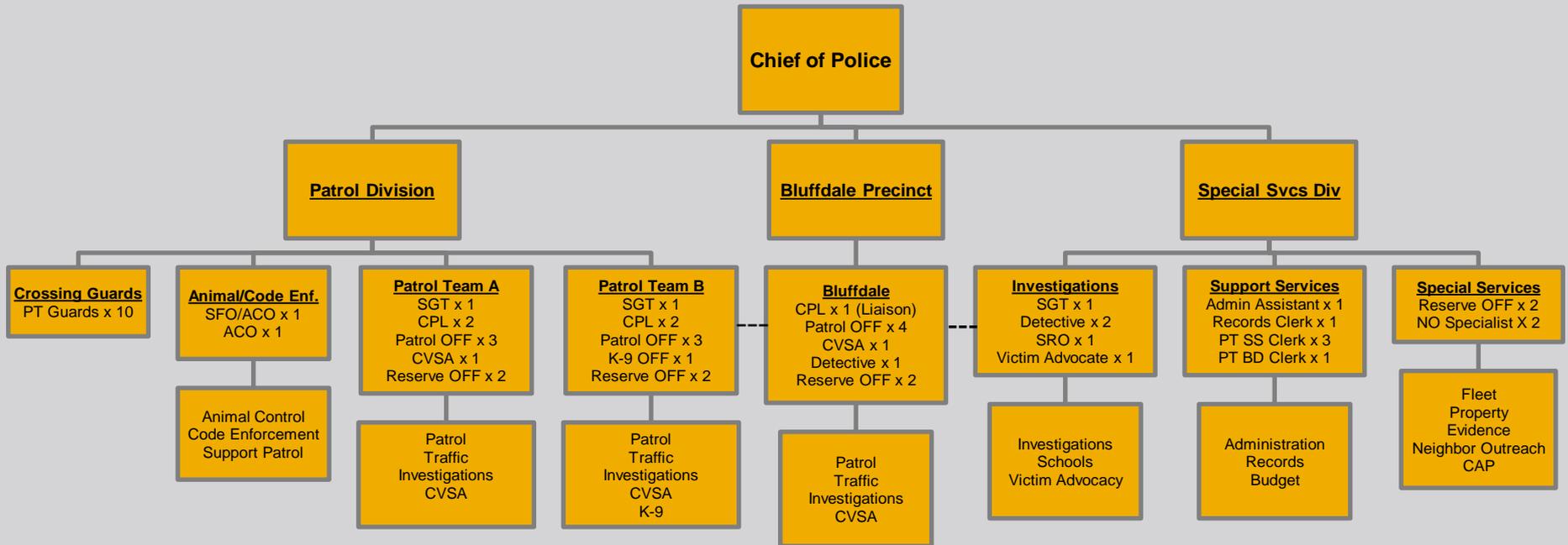
Flexibility on Schedule

Task Force Involvement (Metro Gang Unit, Safe Streets TF)



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities



**CITY OF SARATOGA SPRINGS
MEMORANDUM**

TO: Honorable Mayor & City Council

FROM: Jeremy D. Lapin, P.E.

DATE: September 4, 2012

RE: Culinary Water Chlorination System

Saratoga Springs has five operating deep water wells that provide water to the public drinking water system. Some of the wells are equipped with liquid bleach chlorination systems located in the respective pump stations. The City is dissatisfied with the existing chlorination systems for several reasons.

- The liquid bleach is difficult to store in bulk since it degrades over time.
- The metering pumps are not as dependable as the City would prefer.
- It is difficult to provide a consistent chlorine residual throughout the water system during operational changes such as wells turning on and off.

Options that the City has been considering include pellet chlorination systems, or chlorination systems at the City tanks. The City would like to begin a multi-year approach to plan and implement an improved chlorination system. The City's primary goals for an improved system include more consistent chlorine residuals, less equipment maintenance and higher dependability.

The City solicited proposals for a feasibility study from qualified engineering consultants to assist them in planning for the needed improvements in their chlorination systems. The 2 lowest bids were as follows:

- | | |
|-------------------------------|-------------|
| 1. Gilson Engineering | \$5,000.00 |
| 2. Hansen, Allen & Luce, Inc. | \$10,300.00 |

The Engineering Department recommends that the City Council award the bid to Gilson Engineering for \$5,000.00

2162 West Grove Parkway Ste. 400
Pleasant Grove, Utah 84062
www.horrocks.com



Tel: 801.763.5100
Salt Lake line: 801.532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

Mark Edwards
1307 North Commerce Dr. Ste. 200
Saratoga Springs, Utah 84045

August 8, 2014

Dear Mark,

We have received the bids for the Well #3 Chlorination Addition. I have attached a copy of the official Bid Tabulation. There were a total of 3 bids with Pro Industrial Services being the low bidder.

I checked the status of Pro Industrial Services' state license and found their license to up to date and in good standing.

As a result, we recommend awarding the contract to Pro Industrial Services for the bid amount of \$49,318.00

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in black ink, appearing to read "S Lord", written in a cursive style.

Steven Lord
Project Manager

Attachments: 1

cc: Jeremy Lapin, City Engineer
Jason Judd, Project Engineer
file

**Bid Tabulation
Saratoga Springs Well #3 Chlorination Addition**

CCI: 9834
Place: Saratoga Springs City Office
Date: August 6, 2014
Time: 10:00:00 AM

PM: Steven Lord
PE: Jason Judd

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineers Estimate		Bidder 1 Hills		Bidder 2 Pro Industrial Services		Bidder 3 S & L Inc.		Average	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$4,200.00	\$4,200.00	\$17,000.00	\$17,000.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$8,266.67	\$8,266.67
2	8' x 8' Addition	1	LS	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$43,018.00	\$43,018.00	\$50,000.00	\$50,000.00	\$47,672.67	\$47,672.67
3	Install City Supplied Equipment	1	LS	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$6,333.33	\$6,333.33
Total Bid					\$47,200.00		\$72,500.00		\$49,318.00		\$65,000.00		\$62,272.67

Items in RED represent adjusted values based on arithmetic errors

I hereby certify that this is a true and correct Bid Tabulation for the Saratoga Springs Well #3 Chlorination Addition



Jason E. Judd, P.E.

Low Qualified Bid	\$49,318.00
10% Contingency	\$4,931.80
Total	\$54,249.80

City Council Staff Report

Author: Mark T. Edwards, Assistant Public Works Director

Subject: Construction of Improvements in 3 City Parks

Date: August 19, 2014

Type of Item: Award of Construction Contract



Description:

A. Topic:

This item is for the award of a contract to have new improvements installed in three existing parks throughout the City

Background:

In a planning exercise earlier this year, Staff and the City Council prioritized the expenditure of the available Parks Impact Fee Funds. Three parks were selected to have amenities added, all of which have been identified in each of the individual Parks Master plan for Sunset Haven Park, Neptune Park and Harvest Hills Park. Staff has bundled the improvements for all three parks into one project. In the Sunset Haven Park there will be trees planted around the perimeter, a pavilion has been purchased by the City and will be installed in a planned location along with a shrub bed next to the pavilion. The outdoor plaza with shrub beds will be constructed west of the restroom in Neptune Park and finally a large and small zip line purchased by the City will be installed inside a proposed constructed playground enclosure in the Harvest Hills Regional Park

B. Analysis:

The City issued the first request for bids in late July but received only one bid, which was rejected. Bids were re-solicited and bids were opened on August 13, 2014. Again only one bidder responded. The bid tab is attached. Staff feels the late summer timing of this relative inexpensive project may have attributed to the low contractor turnout.

Recommendation:

City Staff recommends that the City Council award the bid to the lowest qualified bidder which is S and L Inc. for \$177,000.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

August 13, 2014

Mr. Mark Edwards, Capital Facilities Manager
City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84045

Dear Mark,

After reviewing the bid received this morning, August 13, 2014 for the project entitled 2014 Saratoga Springs Parks: Neptune Park Plaza, Sunset Haven Park Phase II, Harvest Hills Park Zip-Line, and noting that all required documents and acknowledgements did accompany the bid, I recommend that the City award the project to S & L, Inc. for the full bid amount.

Sincerely,

J-U-B ENGINEERS, Inc.

Gregory H. Graves, PLA, ASLA
Project Manager

**SARATOGA SPRINGS 2014 PARKS:
Neptune Park Plaza, Sunset Haven Park Phase II, Harve**

August 13, 2014

NO.	COMPANY NAME	LUMP SUM BID PRICES	
		NEPTUNE PARK PLAZA	SUNSET HAVEN PHASE II
1	S & L, Inc.	\$115,000.00	\$37,000.00

Harvest Hills Zipline

	TOTAL LUMP SUM
HARVEST HILLS ZIP-LINE	
\$25,000.00	\$177,000.00

City Council Staff Report

Author: Mark T. Edwards, Assistant Public Works Director

Subject: City Wide Striping Project

Date: August 19, 2014

Type of Item: Award of Striping and Marking Contract



Description:

Topic:

This item is for the award of a contract to have all existing striping and marking re-painted in the City with only a few modifications. The chosen contractor will comply with UDOT paint and marking specifications.

Background:

Staff has created a GIS data base for all street striping and markings in the City including Fire Stations, parks, the City office, school zones and the marina. The GIS exhibit shown on the following link illustrating all needed striping and markings was provided to bidders and will guide the chosen contractor in their tasks.

<http://sngis.maps.arcgis.com/apps/Viewer/index.html?appid=1d894b0eb07b4caea1545a05a844566b>

This data base will be updated annually based on growth and changing conditions for future contracts to ensure safe driving conditions.

Recommendation:

City Staff recommends that the City Council award the City Wide Striping bid to the lowest qualified bidder which is Done Rite Lines LLC for the amount of \$5,498.00.

2162 West Grove Parkway Ste. 400
Pleasant Grove, Utah 84062
www.horrocks.com



Tel: 801.763.5100
Salt Lake line: 801.532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

Mark Edwards
1307 North Commerce Dr. Ste. 200
Saratoga Springs, Utah 84045

August 12, 2014

Dear Mark,

We have received the bids for the 2014 Striping Project. I have attached a copy of the official Bid Tabulation. There were a total of 3 bids with Done Rite Lines LLC being the low bidder.

I checked the status of Done Rite Lines LLC's state license and found their license to be active and in good standing.

There was a minor arithmetic error in the bid schedule supplied by the contractor where the unit prices did not add up to the total listed on the bid schedule. The submitted bid schedule total was \$5,523.00, the itemized costs summed to \$5,498.00.

As a result, we recommend awarding the contract to Done Rite Lines LLC for the bid amount of \$5,498.00.

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in black ink, appearing to read "S Lord", written in a cursive style.

Steven Lord
Project Manager

Attachments: 1

cc: Jeremy Lapin, City Engineer
Jason Judd, Project Engineer
file

Steven Lord
Jason Judd

9800
Saratoga Springs City Offices
August 12, 2014
2:00:00 PM

				UNIT PRICE	TOTAL AMOUNT						
Symbols											
1	Arrow	1	EACH	\$32.00	\$32.00	\$25.00	\$25.00	\$14.00	\$14.00	\$23.67	\$23.67
2	Double Arrow	5	EACH	\$32.00	\$160.00	\$50.00	\$250.00	\$24.00	\$120.00	\$35.33	\$176.67
3	Left Turn Arrow	15	EACH	\$32.00	\$480.00	\$25.00	\$375.00	\$14.00	\$210.00	\$23.67	\$355.00
4	Right Turn Arrow	10	EACH	\$32.00	\$320.00	\$25.00	\$250.00	\$14.00	\$140.00	\$23.67	\$236.67
5	Lettering	8	EACH	\$32.00	\$256.00	\$10.00	\$80.00	\$3.00	\$24.00	\$15.00	\$120.00
6	Handicap	17	EACH	\$32.00	\$544.00	\$35.00	\$595.00	\$24.00	\$408.00	\$30.33	\$515.67
Pavement Striping											
7	4 inch Dashed	16	Gal	\$45.00	\$720.00	\$18.00	\$288.00	\$24.00	\$384.00	\$29.00	\$464.00
8	4 inch Solid	160	Gal	\$45.00	\$7,200.00	\$17.00	\$2,720.00	\$24.00	\$3,840.00	\$28.67	\$4,586.67
9	8 inch Solid	10	Gal	\$45.00	\$450.00	\$17.00	\$170.00	\$24.00	\$240.00	\$28.67	\$286.67
10	12 inch Solid	11	Gal	\$45.00	\$495.00	\$20.00	\$220.00	\$100.00	\$1,100.00	\$55.00	\$605.00
11	24 inch Solid	22	Gal	\$45.00	\$990.00	\$25.00	\$550.00	\$75.00	\$1,650.00	\$48.33	\$1,063.33

I hereby certify that this is a true and correct Bid Tabulation for the Saratoga Springs Striping Project 2014

Bid Schedule	
10% Contingency	\$549.80
Total	\$6,047.80



Steven J. Lord
Project Manager

City Council Staff Report

Author: Owen Jackson, Public Relations Manager
Subject: Communities that Care 2014-2015 Interlocal Agreement
Date: August 19, 2014
Type of Item: Resolution



Summary Recommendations: The City Council should approve the interlocal agreement between Utah County and the City of Saratoga Springs for the administration of the Communities that Care program.

Description:

A. Topic: Interlocal agreement between Utah County and the City of Saratoga Springs for the administration of the 2014-2015 Communities that Care program.

B. Background: The City of Saratoga Springs, Utah County and Eagle Mountain City have partnered together to provide the Communities that Care program to the communities of Saratoga Springs and Eagle Mountain. The interlocal agreement has a one-year term.

Communities that Care is a prevention system that focuses on strengthening protective factors that buffer young people from problem behaviors, and reducing risk factors that may increase the likelihood that a young person will engage in problem behaviors such as violence, delinquency, school drop-out and substance abuse.

C. Department Review: Civic Events, Legal Department

Recommendation: Staff recommends the approval of the attached Resolution.

**INTERLOCAL COOPERATION AGREEMENT WITH SARATOGA SPRINGS CITY
FOR SUBSTANCE ABUSE PREVENTION SERVICES AND COMMUNITIES THAT
CARE PREVENTION MODEL**

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Department of Drug and Alcohol Prevention and Treatment, 151 South University Avenue, Suite 3200, Provo, Utah 84601 and the municipality of, SARATOGA SPRINGS CITY, a municipal corporation and a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and Saratoga Springs City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Interlocal Cooperation Agreement shall become effective July 1, 2014 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2014 hereof until June 30, 2015. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the Saratoga Springs City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

- a. To coordinate with Saratoga Springs City to employ a Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community

- b. To provide funding to Saratoga Springs City to employ a CTC coordinator as follows: Utah County will provide Saratoga Springs City with ten thousand dollars (\$10,000.00) for the CTC Coordinator position and three thousand dollars (\$3000.00) for coalition capacity building for the period of July 1, 2014 through June 30, 2015. Saratoga Springs City will provide a yearly minimum match of five thousand dollars (\$5,000.00) if approved by the annual Saratoga Springs City Council budget process.
- c. To establish and maintain the Communities that Care system within Saratoga Springs and Eagle Mountain Cities and to work with Utah County Department of Drug and Alcohol Prevention and Treatment (UCaDDAPT) to ensure the CTC model is being implemented with fidelity through the five phases of CTC (<http://www.communitiesthatcare.net/>).
- d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. CTC coordinator position costs/salary.
2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCaDDAPT.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
 - a. CTC module trainings
 - b. State CTC trainings
 - c. Food/mileage/supplies
2. Travel/Training for coordinator and coalition members
 - a. Mileage, airfare, per diem, registration, lodging and transportation
3. Town hall/community education events
 - a. Advertising, food and recognition awards
4. Workgroup activities
 - a. Evaluation contract
 - b. Data collection
 - c. Meeting costs
5. Minor equipment under \$400.00

Section 6. Interlocal Requirements

1. CTC Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
2. CTC Coordinator will attend state/county CTC trainings as prioritized by UCADDAPT and Coordinator.
3. Incorporate CTC benchmarks and phases as foundation of fidelity.
4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
5. Develop and use by-laws and organizational structure to direct coalition.
6. Submit monthly billings with detail of costs specified by the interlocal by the 20th of each month.
7. A bi-annual narrative report (1 page) indentifying completed benchmarks and current status of action plan.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this

Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Saratoga Springs City records, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative body of each of the parties (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement,

and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the federal grant that funds the services purchased through this Agreement, Saratoga Springs City becomes a sub-recipient of the federal grant

CFDA #: 93.959

As Saratoga Springs City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County or Department of Drug and Alcohol Prevention and Treatment (aDDAPT) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or aDDAPT, except as herein

expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or aDDAPT and acting under the direction of the County or aDDAPT shall not be deemed to be employees or agents of Independent Contractor.

- a) All Saratoga Springs City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives
- b) Failure of the Saratoga Springs city to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.
- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Department of Drug and Alcohol Prevention and Treatment, any pass-thru entity and/or the General Accounting Office

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2014-____, authorized and passed on the ____ day of _____ 2014.

Saratoga Springs City Authorized by Resolution No. _____, authorized and passed on the ____ day of _____ 2014.

APPROVED AND ADOPTED this ____ day of July 2014.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Gary Anderson Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

SARATOGA SPRINGS CITY

By: _____
Deputy Date

By: _____
Mayor Date

APPROVED AS TO FORM:
JEFFERY R. BUHMAN ATTEST:
Utah County Attorney

By: _____
Deputy County Attorney Date

By: _____
Saratoga Springs City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

By: _____
Saratoga Springs City Attorney Date

RESOLUTION NO. R14-36 (8-19-14)

**RESOLUTION OF CITY COUNCIL OF THE
CITY OF SARATOGA SPRINGS, UTAH
APPROVING THE INTERLOCAL
COOPERATION AGREEMENT NO. 2014-
449 BETWEEN UTAH COUNTY AND THE
CITY OF SARATOGA SPRINGS.**

WHEREAS, on January 10, 2012, Utah County and the City of Saratoga Springs entered into that Interlocal Cooperation Agreement with Saratoga Springs City for Substance Abuse Prevention Services and Communities that Care Prevention Model; and

WHEREAS, Utah County and the City of Saratoga Springs wish to continue the interlocal agreement providing for substance abuse prevention services and communities that care prevention model for Fiscal Year 2014-2015.

NOW THEREFORE, it resolved, that the City Council of the City of Saratoga Springs hereby approves the Interlocal Cooperation Agreement No. 2014-449 between the City of Saratoga Springs and Utah County, a copy of which is attached as Exhibit A to this resolution.

Resolved and ordered this 19th day of August, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

City Council Staff Report

Author: Owen Jackson, Public Relations Manager
Subject: Communities the Care Guiding Good Choices
Parenting Program Grant Interlocal Agreement
Date: August 19, 2014
Type of Item: Resolution



Summary Recommendations: The City Council should approve the attached interlocal agreement between Utah County and the City of Saratoga Springs to implement a grant for the Guiding Good Choices Parenting Program.

Description:

A. Topic: Interlocal agreement between Utah County and the City of Saratoga Springs to implement a grant for the Guiding Good Choices Parenting Program.

B. Background: Utah County, the City of Saratoga Springs and Eagle Mountain City have partnered to develop and implement a Communities the Care Coalition. The coalition has applied for a grant through the Utah County Department of Drug and Alcohol Prevention and Treatment to implement the Guiding Good Choices Parenting Program.

The grant funding is in addition to the funds already provided by Utah County for the Communities that Care Coalition. If passed, a budget amendment will be presented to the City Council for consideration at a later date.

The Guiding Good Choices Parenting Program is a free five-session workshop series for parents of children in grades 4-8. Parents will learn to set clear family guidelines, as well as learn and practice skills to strengthen family bonds, help their children develop healthy behaviors and increase children's involvement in the family.

The funding for the program is provided through the grant for the following expenses:

Personnel	\$0
Travel	\$135
Supplies	\$10,947
Training	\$600
Contractual	\$2,000
Total Project Costs	\$13,682

C. Department Review: Civic Events, Legal Department

Recommendation: Staff recommends the approval of the attached Resolution.

**INTERLOCAL COOPERATION AGREEMENT WITH SARATOGA SPRINGS CITY
FOR COMMUNITY PREVENTION SERVICES**

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Department of Drug and Alcohol Prevention and Treatment, 151 South University Avenue, Suite 3200, Provo, Utah 84601 and the municipality of, SARATOGA SPRINGS CITY, a municipal corporation and a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and Saratoga Springs City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

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

Section 1. Effective Date; Duration

This Interlocal Cooperation Agreement shall become effective July 1st, 2014 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1st, 2014 hereof until June 30th, 2015. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved for form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the attorney for Saratoga Springs City municipality to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

- a. To support Saratoga Springs City in implementing the Guiding Good Choices Program (GGC) for Saratoga Springs and Eagle Mountain communities.

- b. To provide funding to Saratoga Springs City to implement with fidelity four cycles of GGC to serve an estimated ten families in each cycle, for a total of forty families. Utah County Department of Drug and Alcohol Prevention and Treatment (UCaDDAPT) will reimburse costs associated from Attachment A; budget and defined categories.
- c. Saratoga Springs City can submit adjustments to budget categories twice a year through an approval application process provided by UCaDDAPT. All adjustments need to be documented and pre-approved through the process. The adjustments cannot exceed one thousand dollars (\$1000.00) per request. Adjustments to categories shall be requested no later than forty five days from the end of the contract. The total amount of the contract will not exceed thirteen thousand six hundred and eighty two dollars (\$13,682.00).
- d. Saratoga Springs City will submit invoices UCaDDAPT for contracted services by the **20th of each month**. Invoices and claims received by the 20th will reflect requested reimbursements for the previous month. All invoices will consist of actual costs and documentation provided upon UCaDDAPT request. Final year-end invoices must be submitted no later than **December 30th, 2014 and June 30th, 2015**.
- e. Saratoga Springs City agrees to provide demographic data specific to UCaDDAPT state reporting requirements and a final evaluation of each GGC cycle completed. UCaDDAPT will provide the electronic tracking sheet for data collection. A year-end report outlining and measuring outcomes for GGC logic model regarding short term and long term outcomes will be required by June 15th, 2015 for the County.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement.

Section 5. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 6. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days notice to each of the other parties to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 7. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the

benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 8. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of records of each of the municipal entities party to this Agreement, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, (b) submitted to the attorney authorized to represent each public agency to this agreement as to proper form and compliance with applicable law, (c) and filed in the official records of each party."

Section 10. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, (b) submitted to the attorney authorized to represent each public agency to this agreement as to proper form and compliance with applicable

law, (c) and filed in the official records of each party."

Section 11. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 12. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 13. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary to carry out objectives of this agreement.

Section 14. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 15. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 16. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 17. Sub-recipient Requirements.

By virtue of terms and conditions of the federal grant that funds the services purchased through this Agreement, Saratoga Springs City becomes a sub-recipient of the federal grant

CFDA #: 93.959

As Saratoga Springs City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County or UCADDAPT to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or UCADDAPT, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or UCADDAPT and acting under the direction of the County or UCADDAPT shall not be deemed to be employees or agents of Independent Contractor.

- a) All Saratoga Springs City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives
- b) Failure of the Saratoga Springs city to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

- c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.
- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, UCaDDAPT, any pass-thru entity and/or the General Accounting Office.

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Remainder of Page Intentionally left Blank]

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, adopted on August __, 2014

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Gary Anderson Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND
COMPATIBILITY WITH THE
LAWS OF THE STATE OF UTAH:
JEFFERY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, adopted on August __, 2014

SARATOGA SPRINGS CITY

ATTEST:

By: _____
Saratoga Springs City Recorder

By: _____
Mayor

APPROVED AS TO FORM AND
COMPATIBILITY WITH THE
LAWS OF THE STATE OF UTAH:

By: _____
Saratoga Springs City Attorney

RESOLUTION NO. R14-37 (8-9-14)

**RESOLUTION OF CITY COUNCIL OF THE
CITY OF SARATOGA SPRINGS, UTAH
APPROVING THE INTERLOCAL
COOPERATION AGREEMENT BETWEEN
UTAH COUNTY AND THE CITY OF
SARATOGA SPRINGS.**

WHEREAS, on January 10, 2012, Utah County and the City of Saratoga Springs entered into that Interlocal Cooperation Agreement with Saratoga Springs City for Substance Abuse Prevention Services and Communities that Care Prevention Model; and

WHEREAS, Utah County and the City of Saratoga Springs wish to enter into an Interlocal Agreement providing grant funding for the Guiding Good Choices Program as part of the substance abuse prevention services and communities that care prevention model for Fiscal Year 2014-2015.

NOW THEREFORE, it resolved, that the City Council of the City of Saratoga Springs hereby approves the Interlocal Cooperation between the City of Saratoga Springs and Utah County, a copy of which is attached as Exhibit A to this resolution.

Resolved and ordered this 19th day of August, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date



SARATOGA SPRINGS POLICE DEPARTMENT

1307 North Commerce Drive Suite 120

Saratoga Springs City, Utah 84045

Office of the Chief of Police
Chief Andrew Burton

20 May 2014

Mayor Jim Miller
City Manager Mark Christensen

Reference: Disposition of Unclaimed Property

Sirs:

The police department, in coordination with the appropriate courts, has determined that certain property held within the police department evidence room is no longer needed and can be disposed of. Utah State Code 77-24a-3 (Disposition of Unclaimed Property) states: "(4) Before applying the lost or mislaid property to a public interest use, the agency having possession of the property shall obtain from the agency's legislative body: (a) permission to apply the property to a public interest use; and (b) the designation and approval of the public interest use of the property".

Certain items can be put to good use in the police department. Some items may be put to good use in other city departments. Those items not being applied to public use would then be disposed of via "PropertyRoom.Com" to sell. A portion of the money from whatever is sold will be returned to the City.

It is requested that the following property be applied to use within the Saratoga Springs Police Department:

Drill	(2) laptop computers
Photo printer	Computer hard drive
(3) cameras	Tools (hammer and socket set)
Flashlight	Spotting scope

Other property that can be converted for use by other city departments or sold includes:

(3) cell phones	Suitcase
Jewelry (ring/necklace)	Skateboard
(2) watches	

We need the city council to approve the property disposition. Upon approval we will convert the property for use or sell it on PropertyRoom.com.

Your attention to this matter would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read 'Andrew Burton', with a long horizontal flourish extending to the right.

Andrew Burton
Chief of Police

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City of Saratoga Springs
City Council Meeting – Policy Session
July 15, 2014

Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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Work Session Minutes

Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska

Staff: Scott Langford, Kimber Gabryszak, Kevin Thurman, Jeremy Lapin, Nicolette Fike, Chelese Rawlings

Others: Keith Larsen, Matt Mills, Cathy Allred

Call to Order 6:35 p.m.

1. Update on the Sewer Rate Study from Zions Bank.

Presentation by Keith Larsen of Bowen and Collins. He said the window to do these projects is now before growth makes it harder and more costly. He showed Gravity vs. Pumped timeline and costs.

ÉTotal Capital Costs are approximately equal for Gravity and Pumped Systems

ÉGravity System requires a large initial investment, while pumped system can be implemented in smaller increments

ÉAdditional Operation & Maintenance costs associated with Pumped system are significant

ÉOver the long-term, Gravity system will be significantly less expensive

ÉBreak-even point occurs in 20 years (based on current growth projections)

ÉGravity system includes several non-cost benefits including ease of operation and reliability

Matt Mills from Zions Bank presented the Sewer Utility Rate Study. There were two options to present option 1 has a 16% increase in 2015, and 10% in 2016. Option 2 has a 13.75% increase in 2015 and 12% in 2016.

Council commented that Option 2 was more preferable.

There were options for decisions that would need to be made for 2017 and beyond. These options were based on a Gravity system.

Adjourn to Policy Session - 7:12 p.m.

Policy Session Minutes

Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska

Staff: Scott Langford, Kimber Gabryszak, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Chelese Rawlings, Jess Campbell, Andrew Burton

Others: Amryn Scott, Jason Scott, Sue Alexander, K. Becraft, Ryan Poduska, Cole Peck, Clay Peck, Tess

Collins, Ronald Johnston, Nathan Johnston, Del Elmer, Randy Henderson, Fran McCorkel, Justin Balls,

Jonathan Abbott, Jack Carrick, Gavin Carrick, Sterling Jacobsen

Excused: Mark Christensen, Spencer Kyle, Owen Jackson

Call to Order - 7:15 p.m.

Roll Call - Quorum was present

Invocation / Reverence - Given by Councilman McOmber

Pledge of Allegiance - led by Councilwoman Baertsch

Awards, Recognitions and Introductions

- Swearing in of Police Officer, John Hill ó by Mayor Miller.
- Recognition of the C.E.R.T. graduates. The graduates introduced themselves and were applauded for their effort. One Graduate, took a moment to share his experience.

Public Input - Opened by Mayor Miller

Ryan Poduska commented that Pine trees do not do as well in our area and he thought the number planned for item 3 on the agenda was too high. A lot of residents in his area are asking about Swainson being completed on time and how it affects busses and school starting.

Fran McCorkel was here in June and shared her concerns about the irrigation water. She had her water tested again and it did not show improvement. She noted that she has been watering with culinary water and it did a better job. She has not been contacted by City staff who was supposed to follow up with her.

Public Input Closed by Mayor Miller

Policy Items

1. Consent Calendar:

a. Award of Bid for the 2014 City Wide Pavement Preservation.

b. Approval of Final Plat for Landrock Connection located south of the intersection of Valley View and Grandview Court, Lakeview Land and Development Company/Clay Peck, applicant.

i. Resolution R14-34 (7-15-14) Addendum to resolution of the City of Saratoga Springs pertaining to the City Street Lighting Special Improvement District to include additional subdivision lots. (Landrock Connection)

c. Approval of Minutes:

i. July 1, 2014.

ii. July 8, 2014.

Councilwoman Call had a question on the bid, that only one was received and it was over the Engineering estimate.

Jeremy Lapin responded that he had done some research. Riverton had a bid at about 17 cents a sq. foot, draper about 16. We are doing more than them and we were about 15 cents sq.ft. This bid was comparable to what other cities have received for the same size area.

Councilwoman Call asked if it would be advantageous to have the seal done at different time of year, perhaps for future bids. She would be in favor of putting an earmark or projected based on previous years in the budget, especially if we could get a better price at a different time.

Jeremy Lapin said for this year it's better to do the work now before the winter would have more damage. They could possibly delay it next year, but this year they needed to wait for the budget.

Councilwoman Baertsch wanted clarification on condition # 5 in the Landrock piece with the fee in lieu of open space.

Scott Langford said the applicant and city are still going through the huge stacks of files. The condition gives them the needed flexibility.

95 Motion made by Councilman McOmber to approve the Consent Calendar with the award of bid for the
96 for the 2014 City Wide Pavement Preservation as outlined in City Staff recommendations, schedule A,
97 Slurry Sealing, to Intermountain Slurry Seal in the amount of \$547,865.25 and schedule B,
98 microsurfacing, to Geneva Rock Products Inc. in the amount of \$208,143.12 with city staff
99 recommendation and approving the minutes with changes submitted via email from Councilwoman
100 Call and Councilwoman Baertsch. Second by Councilman Poduska Aye: Councilman Willden,
101 Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion
102 passed unanimously.
103

104 2. Sewer Collection Facilities Impact Fee.

105 a. Public Hearing Regarding the Proposed Sewer impact Fee, Sewer Impact Fee Facilities Plan, and
106 Sewer Impact Fee Analysis.

107 b. Consideration of Ordinance 14-19 (7-15-14): Ordinance Enacting and Adopting Amended Sewer
108 Impact Fee a Sewer Impact Fee Facilities Plan, and the Sewer Impact Fee Analysis in the City of
109 Saratoga Springs, Utah.

110 Jeremy Lapin reviewed the proposed impact fees. Overall in the city the fees will be going down. The existing
111 fee in the South Service north area is actually about \$2100 and in the south area it's about \$4800.

112
113 **Public Hearing Open** - by Mayor Miller

114 No input was given at this time.

115 **Public Hearing Closed** - by Mayor Miller
116

117 Councilman Willden asked about updating with future development.

118 Jeremy Lapin noted that they intended to update the plan every 3-5 years. At some point they feel they can't
119 get so far south pumped all the way up north.

120 Councilwoman Baertsch noted that the packet makes things a little more transparent and clear.

121 Councilwoman Call appreciated the work done by staff. She was concerned with verbiage in the ordinance.

122 Kevin Thurman noted that the part she indicated was taken verbatim from the state statute and was required by
123 law.

124 Councilwoman Baertsch asked could we have a developer come back and say you have to reimburse me. Is
125 there a way to protect the city from undue burden?

126 Kevin Thurman said we could add clarification for any impact fee paid in the future the city shall adjust. He said
127 state statute should apply to only up to one year. We can provide additional protections that the State statute
128 doesn't cover. We could add the clarification, but thinks for the most part we are ok. He said this is the
129 language that was recommended they adopt for the least amount of opposition.

130 Councilwoman Call would like it to reference a time period.

131 Councilman McOmber appreciated all the work put into the project. He would like the final document to have
132 the corrected numbers in the table for the South service district areas of the table to show true amounts, so
133 that it shows that everything is seeing a reduction. It's impact fee plus service or reimbursement for service
134 agreement.

135 Councilman Poduska echoed the concerns of Councilman McOmber.

136 Kevin Thurman reviewed the statute and it says "at the time an impact fee is charged." He added a clause that
137 "at the time an impact fee is charged, the city shall adjust the calculation."
138

139 Motion by Councilwoman Baertsch that the City Council approve Ordinances 14-19, dated today July 15,
140 2014, Ordinance Enacting and Adopting Amended Sewer Impact Fee a Sewer Impact Fee Facilities
141 Plan, and the Sewer Impact Fee Analysis in the City of Saratoga Springs, Utah. Including the changes
142 in wording offered up by Kevin Thurman to clarify the reimbursement and also the changes to the
143 fees listed by Jeremy Lapin to appropriately show not only the fees but also the reimbursement
144 amounts. Second by Councilman McOmber.
145

146 Councilwoman Call indicated that there were two separate sections for reimbursement and refund.

147 Kevin Thurman noted he added it to subsections 1 and 2.

148 Councilwoman Baertsch **amended the motion to direct staff to take care of all indicated sections for**
149 **reimbursements and refunding.**

150 Councilman McOmber **seconded the amendment**
151

152 Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,
153 Councilman Poduska. Motion passed unanimously.

154
155 **3. Concept Plan for Saratoga Springs South Stake Center located at 330 South Village Parkway, Evans**
156 **and Associates Architecture, applicant.**

157 Sarah Carroll reviewed the plan. She reviewed suggestions by Planning Commission and staff.
158 Applicant was not able to attend
159

160 Councilman Willden was fine with the reduction in the turf with the increase of trees and shrubs.

161 Councilman McOmber doesn't want to set too much of a precedence with a reduction in landscaping. He
162 wanted staff to take it back to the applicant that he would not like to see the continual asking of reductions
163 and he would like to see different building designs. He noted that with another business he would not have
164 allowed it. He agrees that Pine Trees do not do as well, but noted that the Church was good at removing
165 dead trees. He did say they would have to meet HOA standards. He thought it would be good for the
166 applicant to meet with the HOA and hear their concerns.

167 Councilman Poduska had a concern with the site, its current state was a large hill of debris. He thought a
168 compromise between xeriscaping and amounts of plants would be good.

169 Councilwoman Baertsch is not ok with the reduction of landscaping; she felt it would create a heat island. She
170 noted that we have given them exceptions where the city has not given it to other developers. She thought
171 the slope was not too steep to have more grass.

172 Councilwoman Call appreciated that they were bringing in more shrubs and trees but doesn't agree with
173 suggestion for reduction in evergreens from HOA, she thinks there are varieties that will do alright, and it is
174 good for the changing seasons. She would also like more sod. She would like less rock and more mulch.
175 She would recommend more shade trees around the pavilion area and moving a tree further from the west
176 entrance site triangle. She would give the recommendation that the drive on the right be moved to the end so
177 people would not have to go around the median in the main road.

178 Councilman McOmber is ok with the lighting difference because of precedence, but he would like to go with the
179 city standards. He asked about the dirt removal ordinance and wanted to insure that they pay the appropriate
180 fees.

181 Kevin Thurman said the grading permit is already part of the site plan. If they do any work before that than they
182 would need a grading permit.
183

184 **4. Lake Cove located at 2618 South Spinnaker Drive, Ron Johnston, applicant.**

185 **a. Consideration of Preliminary Plat and Final Plat.**

186 **b. Consideration of Resolution R14-35 (7-15-14): Addendum to resolution of the City of Saratoga Springs**
187 **pertaining to the City Street Lighting Special Improvement District to include additional subdivision**
188 **lots. (Lake Cove)**

189 Scott Langford reviewed the subdivision Plat. He noted that Planning Commission forwarded a positive
190 recommendation.

191 Applicant was present.
192

193 Councilman McOmber expressed appreciation to Scott and effort put into the power-point. He was fine with the
194 payment in lieu; it was a great example of doing that. He looks forward to the project.

195 Councilman Poduska asked about the pathway and continuance. He thought it was a nice addition to the area.
196 Staff and applicant responded that plans were in place for the trail and it would be extended about 550' to the
197 North.

198 Councilwoman Call appreciated that they were looking at the bigger picture than just this project. She liked the
199 big lots and stub out. She felt this was the appropriate use for payment in lieu.

200 Councilman Willden liked seeing the larger lot sizes and thought it was a great candidate for payment in lieu.
201 Councilwoman Baertsch also appreciated the density. She had a question for requirement of temporary turn-
202 around?

203 Staff indicated that the way it was, with less than 150 ft. it worked for a turn around the way it was.

204 Councilwoman Baertsch thought it was a shame that they have to create an HOA to take care of such a small
205 detention basin, especially where it is close to where they are right next to the lakeshore trail. She is fine
206 with payment in Lieu, and noted that this is a great spot for it.

207 Mayor Miller appreciated the larger lot sizes as well.
208

209 **Motion by Councilwoman Baertsch that the council approve the Preliminary Plat and Final Plat for Lake**
210 **Cove located at 2618 South Spinnaker Drive, Ron Johnston, applicant. As well as Resolution R14-35**
211 **dated today (7-15-14): Addendum to resolution of the City of Saratoga Springs pertaining to the City**
212 **Street Lighting Special Improvement District to include additional subdivision lots. (Lake Cove)**

213 **including all findings and conditions. Second by Councilman Poduska Aye: Councilman Willden,**
214 **Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion**
215 **passed unanimously.**
216

217 **5. Hillcrest Condominium Phase 3 located at approximately 1900 North Crest Road, Nate Hutchinson,**
218 **applicant.**

219 **a. Consideration of Preliminary Plat and Site Plan Amendment.**

220 Sarah Carroll presented the site plan and changes, and recommendations from Staff and Planning Commission.
221 Applicant was not present.

222 Councilwoman Baertsch thought it was a much improved parking layout. She thanked the Planning
223 Commissioners for their work. She is ok with the landscaping changes and the tot lot to a basketball court.

224 Councilman McOmber agreed that it was a much stronger plan. He asked when the landscaping was to be
225 finished and noted that some of it was not completed in earlier phases as needed. He is fine with the little
226 corner detention basin being finished with the last phase. Other than that he is fine with the plan.

227 Sarah Carroll noted that this is not the original developer and that the new owners have fixed some things but
228 they would be apprised of the need to complete it. Enforcements would need to go to the HOA at this point.

229 Councilman Poduska agrees that the plan is much improved and likes the changes in amenities and roads and
230 parking.

231 Councilman Willden appreciated staff and planning Commission and their recommendations He likes the
232 amenities and is ok with the more units due to their vested rights.

233 Councilwoman Call likes the changes in amenities, especially the basketball courts. She reiterated the thought
234 that they had the vested rights to build to this density. She appreciated everyone's efforts in the project.

235 Mayor Miller commented that he would see the value in keeping the two parking stalls.

236 Kimber Gabryszak commented that they didn't see any harm in leaving them, they wouldn't be required but
237 they would see what they could do to keep them.

238 Kevin Thurman said standards in this section shall apply to all parking areas, not all required, but they would try
239 to make it work
240

241
242 **Motion by Councilman Poduska that the City Council approve the Site Plan Amendment and**
243 **Preliminary Plat for Hillcrest Condominiums, Phase 3, located at approximately 1900 North Crest**
244 **Road, based on the findings and conditions listed in the Staff Report. Second by Councilwoman**
245 **Baertsch.**
246

247 Councilman McOmber would like to see with the final plat that they take into consideration for getting the
248 landscaping for the building in phase one completed and would prefer not to approve final plat without
249 that as a condition. And also he would like the parking for final plat as well.

250
251 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,**
252 **Councilman Poduska. Motion passed unanimously.**
253

254 **6. Public Hearing: Harvest Heights located between Redwood Road and Fall Harvest Drive, Fieldstone Utah**
255 **Investors, applicant.**

256 **a. Concept Plan and Possible Rezone from A, Agricultural to R-4, Low Density Residential, R-6, Medium**
257 **Density Residential and RC, Regional Commercial.**

258 **b. Consideration of Ordinance 14-20 (7-15-14): An Ordinance of the City of Saratoga Springs, Utah,**
259 **adopting amendments to the Saratoga Springs City's Official Zoning Map and Rezoning Harvest**
260 **Heights property from A, Agricultural to R-4, Low Density Residential, R-6, Medium Residential and**
261 **RC, Regional Commercial; instructing the City staff to amend the City Zoning Map and other official**
262 **zoning records of the City; and establishing an effective date. (Harvest Heights)**

263 Kimber Gabryszak presented the rezone and concept plan. She noted that some public notice was not done
264 correctly and they would have to re-hear the plan in the future. She reviewed current zones and proposed
265 rezone. She reviewed Staff and Planning Commission recommendations. The Concept plan is based on the
266 rezone plan.

267 Jason Harris, for applicant, had a presentation and gave his reasons for the plan and rezone that they are asking
268 consideration for. He noted the natural typography and how that would work in the current plan. He felt the
269 new zones helped with the transition to the current neighborhood. He indicated that it made sense to
270 continue the trail system from Harvest Hills through the new subdivision. He showed neighboring lot sizes

271 and that what they are proposing is larger than existing lots. Their project total is 2.85 dwelling units per
272 acre.

273 Blaine Walker, for applicant, addressed the commercial section and the reason they are requesting Regional
274 Commercial, of the 10 business types that could be allowed by that zone, 6 would not work there at all due
275 to location etc. He felt the other 4 often worked well in NC anyway. He felt the quality of the product
276 needed to be looked at, not just the size of the lot.

277
278 **Public Hearing Open** by Mayor Miller

279 Sue Alexander is ok with the R4 not the R6 and would like it to stay NC, not RC. She would hope it is a
280 better product than she has seen in other areas (Hawks Landing) and that they would be easier to work
281 with than she found years ago.

282 **Public Hearing Closed** by Mayor Miller

283
284 Jason Harris responded that he was not familiar with the area Ms. Alexander referred to; he hasn't been with the
285 company as long.

286
287 Councilwoman Baertsch appreciated the presentations. She noted that she had received several comments from
288 residents through phone and email and listed several names. They were not in favor of R6 and RC. She
289 wanted to wait to hold the hearing until the residents could come and hear the comments.

290 **Motion was made by Councilwoman Baertsch that they table the rezone item to Aug 5th with additional**
291 **public hearing. Second by Councilman McOmber.**

292
293 Councilman Willden wondered if they gave them some feedback tonight could they come back with a
294 different plan for next time. That would be his preference that they give them some comments so they
295 could move forward with any modifications. He voted nay because of this.

296 Kevin Thurman noted that the Councilwoman's motion only applied to the rezone.

297
298 **Aye: Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Nay:**
299 **Councilman Willden. Motion passes 4-1**

300
301 Councilman McOmber encouraged applicant to hear feedback from council members outside of this meeting for
302 a better discussion.

303 Councilman Willden supports this and feels the applicants are going to want to listen to feedback.

304 Kevin Thurman feels it is fine that they give feedback but want to caution that when speaking with public that
305 they let applicant know those concerns.

306 Kimber Gabryszak said if they are going to set up meeting and revise the plan than it would have to be a longer
307 delay, it wouldn't be able to come back by Aug. 5th. Also the Concept plan is not a public hearing so they
308 can proceed with comments on that.

309
310 Councilman Poduska wanted clarified the style of the buildings and size of lots along Redwood Road.

311 Jason Harris responded it would be single family homes on minimum of 6000 sq.ft. lots. Across the street
312 would be similar product. About 2500-3500 sf. homes.

313 Councilman Poduska asked about the elevation change from Redwood Road to the lots. (about 20 feet) He likes
314 the R4 but doesn't see the need for R6 other than fitting in more lots. He would like to see if it would be
315 commercially viable to zone the R6 to an R4. He does not have as much resistant to the RC change because
316 of the RC across the street.

317 Councilman McOmber likes the trail corridors. He feels there could be larger lots along Redwood Road that
318 would have nice views. He would like to keep the NC.

319 Councilwoman Baertsch indicated that this does not fit with the vision of the general plan that the city has. She
320 likes the trails. She does not think the comparison to harvest Hills is so valid. She does not like the
321 exchange from sales tax producing land to more housing when there are not as many sales tax producing
322 opportunities in the city.

323 Councilman Willden would personally rather see homes as opposed to commercial. He likes the trail systems.

324 Councilwoman Call agrees with keeping the area NC and echoes Councilwoman Baertsch's comments about the
325 general plan.

326 —

327

- 328 • Mayor Miller noted that Saratoga Shores asked if they could get street signs for their 10 yr. celebration and
329 passed letter to Jeremy Lapin to get the ball rolling.

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7. **Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual.**

Motion made by Councilman Poduska to enter into a closed session. Second Councilman Willden. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Meeting Adjourn to Closed Session 9:37 p.m.
A 5 minute break was taken at this time.

Closed Session

Present: Mayor Miller, Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska, Kimber Gabryszak, Jeremy Lapin, Kevin Thurman, Nicolette Fike

Call to Order – 9:45 p.m.

Kevin Thurman led discussion for reasonably imminent litigation.

Closed Session Adjourned at 9:52p.m.

Motion to adjourn Policy Session, Motion passed unanimously.
Policy Meeting Adjourned at 9:53p.m .

Date of Approval

Mayor Jim Miller

Lori Yates, City Recorder

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City of Saratoga Springs
City Council Meeting – Policy Session
August 5, 2014

Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Work Session Minutes

Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska

Staff: Scott Langford, Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman,

Jeremy Lapin, Nicolette Fike, Daniel Widenhouse, Shane Bennett, Ben Blacker

Others: Sue Alexander

Call to Order – 6:30 p.m.

1. Discussion of cemetery research.

It was recommended that the City Council, Planning Commission, and the Planning department begin review of potential locations for a city cemetery.

Daniel Widenhouse presented the study. Daniel did an analysis for locations that may be feasible. He identified several areas in the city that would work well based on the criteria: Permanence and future developments, Effect on residential and commercial real estate values, Water table levels, Environmental effects of decay, Public access and parking, Expense. He also suggested that a Cemetery may be considered as green space for developments when donated by a developer. Kimber Gabryszak commented this was already being looked into.

Council had input on private vs public owned cemetery. Several thought that steeper grade hillsides that are unbuildable would be a good placement.

Councilman McOmber thought that private cemeteries were more successful and that we should have only one cemetery privately run.

Mark Christensen thought there would maybe be ways they could maybe get the land donated.

Councilwoman Call would not like the city to operate the cemetery.

Councilman Poduska thought it would be advantageous for the city to run it.

Council would like to get a better feel for options for the city to run it versus private and if land owners would be willing to donate and options to lease to private entities and other issues.

Mayor Miller thought they should also think about a cremation wall.

2. Agenda Review: Item Dismissed.

3. Reports:

a. Mayor

b. City Council

c. Administration communication with Council

Councilman McOmber introduced Jimmy Kawato with the Patriot Guard Riders.

Jimmy Kawato presented the idea of an event in conjunction with his riding club who offer service of shielding families of veterans from protesters at funerals, They would like to have a Fun Event to raise awareness and for these families. He has explored many options. Councilman McOmber suggested to him to hold the event at Neptune Park. He is hoping the city can help sponsor this event as a Saratoga Springs City Annual Hero Appreciation Days. There is a way he can get the military to do some exercises with city approval. It would be Sept. 27th.

Council generally felt it was a great idea.

Adjourn to Policy Session 7:15 p.m.

Policy Session Minutes

Present:

Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska
Staff: Scott Langford, Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Chelese Rawlings, Nicolette Fike
Others: Sue Alexander, Roxanne Beal, Corbin Catmull, Blaine Walker, James Berndt, Trey Berndt, Heather Berndt, Tom Scribner, Andy Flamm

Call to Order - 7:17 p.m.

Roll Call – Quorum was present

Invocation / Reverence – Given by Councilman McOmber

Pledge of Allegiance – led by Councilwoman Call

Public Input Opened by Mayor Miller

Thad Steins had concerns about a trail going in behind his house. He was concerned with traffic behind his house with no barrier and he hasn't received any notification or it's being built. He is asking if there would be any barrier put in place.

Public Input Closed by Mayor Miller

Policy Items

1. Departmental Quarterly Updates from the Finance Department, Planning Department, Public Works and Engineering Department (engineering is postponed).

Chelese quickly reviewed the budget report It was current as of last Tuesday.

Councilman Poduska was surprised that the building permit income was less with the amount of building he has seen this year.

Mark Christensen responded that it is dependent upon when they actually come and pull permits. We are on a good trend right now averaging about 50 per month.

Chelese also responded that we received more than was budgeted; it just wasn't as much as last year.

Councilwoman Call thanked Chelese for her effort. She also had similar question to Councilman Poduska. She thought that some investigation in that area may be helpful. She also brought up the numbers on revenue and expenditures showing up the way they were probably because of the way the accounting was forced to work.

Chelese Rawlings responded it appeared that way because the category was beginning fund balance collected in previous years, when it gets included in the revenues it diminishes the percentages. She already has it on her to-do list to change the way it is shown on future documents.

Councilman McOmber also had the same thoughts. He would like to see a paragraph on the website that would help explain it to the public. He is concerned with the trending and that if we were to continue with this trend than he has no problem with reducing the budgets of what they already approved. He is concerned with another recession and would like make sure there is cushion.

Councilwoman Baertsch had the same questions and asked about the operating costs fund

Chelese Rawlings responded it was because of a loan to cover the meters that were not budgeted

Councilman Willden said all his questions had been answered.

Kimber Gabryszak reviewed the Planning Department report. She had some comparison on the amount of applications turned in. She had a summary of projects the department has been working on over the past year. She shared ongoing goals for the department.

Councilwoman Call asked if communication between Planning Department and Economic Development could be improved.

Spencer Kyle presented a few items from Public Works. He noted some restructuring changes; it now has three divisions, parks, public utilities, and infrastructure. They have completed the first phase of secondary meter installation and are beginning phase 2. He reviewed some current and ongoing projects that are currently happening around the city in those departments. He brought up an issue at the marina with the low water level. A drop off has been created by props at the end of the launch and they are awaiting approval from State to get in there and get it fixed.

Councilwoman Baertsch had a question on the meters, she would like the irrigation usage listed on the utility statements.

117 Councilwoman Call shared an email from Dave Lifferth, he has received complaints because of hazards in and
118 out of the marina. The average depth of the lake is at 5 feet now. Once the boats are in the water there are
119 complaints of boulders and items around the marina and outside of. She asked if Spencer Kyle could touch
120 on how many of public owned facilities had moisture sensors

121 Spencer Kyle responded that there were 6-8 Parks.

122 Councilwoman Call had some concerns she passed onto Jeremy earlier that the pr firm had not notified people
123 of when the contractors would be out. There were some areas where the contractor got ahead.

124 Staff responded that it was being addressed.

125 Councilwoman Call had a question on a culvert on the S side of SR 73 at 400 e that was open

126 Mark Christensen said that it was washed out in one of the recent storms. They are aware of it.

127 Councilwoman Call wanted to know if council could get a tour of pioneer crossing to help answer public
128 questions.

129 Spencer Kyle thought they could work something out. He also said next month TSSD would be having a tour of
130 the expanded facility he is inviting council to attend.

131 Councilwoman Call also wanted to have Spencer Kyle pass along thanks for all the work public works does.
132

133 2. Consent Calendar:

134 a. Approval of Minutes:

135 i. July 15, 2014.

136 Councilwoman Call was uncomfortable with an area of the minutes and wanted Kevin Thurman to review it.
137
138

139 **Motion by Councilwoman Call to table the Consent Calendar and bring it back to the next meeting.**

140 **Second by Councilman Willden. Aye: Councilman Willden, Councilwoman Baertsch, Councilman**
141 **McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.**
142

143 3. Concept Plan and Possible Rezone of Harvest Heights located between Redwood Road and Fall Harvest 144 Drive, Fieldstone Utah Investors, applicant.

145 a. Concept Plan.

146 b. Public Hearing on Possible Rezone from A, Agricultural to R-4, Low Density Residential, R-6, 147 Medium Density Residential and RC, Regional Commercial.

148 c. Consideration of Ordinance 14-20 (8-5-14): An Ordinance of the City of Saratoga Springs, Utah, 149 adopting amendments to the Saratoga Springs City's Official Zoning Map and Rezoning Harvest 150 Heights property from A, Agricultural to R-4, Low Density Residential, R-6, Medium Residential and 151 RC, Regional Commercial; instructing the City staff to amend the City Zoning Map and other official 152 zoning records of the City; and establishing an effective date. (Harvest Heights) 153

154 Kimber Gabryszak presented the concept plan and reviewed previous discussion and recommendations. A
155 revised plan was presented by the applicant that represented R4 throughout and NC. Total of 66 lots, 2 of
156 those commercial.

157 Andy Flamm for applicant was present.
158

159 Public Hearing Open by Mayor Miller

160 Sue Alexander is impressed with the changes and effort the developer has put into working with the City
161 and thinks it looks good.

162 Public Hearing Closed by Mayor Miller 163

164 Councilman Willden likes all the changes and thanked the developer for working with the city. He is ok with
165 doing a conditional rezone on approval of the plat.

166 Councilwoman Baertsch appreciates that the developer came back with changes made to meet Council
167 recommendations. She would like to see more amenities with the trail system. She is wondering about care of
168 the detention basin and would like if detention basins did not need to require HOA's.

169 Councilman McOmber Appreciated the changes made. He likes the houses along Redwood Road. He thinks
170 the lot width differences in the plan will make the house setbacks more appealing. He would potentially like to
171 see if these residences could be a part of Harvest Hills HOA. He feels they would pay more for a HOA
172 management company than it would cost for the maintenance of the detention basin. That needs to be revisited
173 by the city.

174 Councilwoman Call also appreciated the changes to the plan and echoed previous councilmembers about
175 amenities. She encouraged pedestrian connectivity in-between the stretch of homes along Redwood Road. She
176 was curious if the lot sizes would have met and R3 zone.

177 Kimber Gabryszak responded no it did not.

178 Councilwoman Call said she would be fine with a conditional rezone or along with the plat. She doesn't like
179 them with concept plans.

180 Councilman Poduska also appreciated the changes to the plan. He likes the trail. He liked Councilman
181 McOmber's idea of working with Harvest Hills HOA if possible.

182 Mayor Miller appreciates the changes made to accommodate larger lot sizes. He would like staff to look at the
183 connectivity break.
184

185 **Motion by Councilwoman Baertsch to approve Ordinance 14-20 dated today(8-5-14): An Ordinance of**
186 **the City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs City's Official Zoning**
187 **Map and Rezoning. Conditional that the rezone shall not be recorded until Preliminary Plat is approved**
188 **according to the R4 and Neighborhood Commercial plat that was shown to us in the newest concept plan**
189 **including all staff findings and conditions in Option 2 of the staff report. Second Councilwoman Call**
190 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,**
191 **Councilman Poduska. Motion passed unanimously.**
192

193 **4. Consideration of Amendment to the approved Final Plat of River Heights.**

194 Sarah Carroll presented the amendment of a smaller play structure and had comparison pictures. They now have
195 an alternative of a 3 platform playground. She showed what was done in similar developments.

196 Councilwoman Call had a question if the minimum requirements and needs were being met with the sizes in
197 those similar developments comparisons.

198 Staff replied that they did not have hard and fast numbers on that, only what was being said from those who
199 lived there.

200 Councilwoman Call thought if the needs were not being met in other areas than her recommendation would be
201 to not downgrade the size.

202 Councilwoman Baertsch appreciated that the new system had more heights but didn't think it would
203 accommodate the number of kids and that there was nothing for older kids to do on it. She asked if they had
204 plans to add something to make up the difference

205 Ben Blacker for applicant said the sports court was going in just south of their property and that kids above 12
206 are really getting off of playground equipment. An issue is that there is nothing that defines sq. footage for
207 play courts. They are working together with the other community on the HOA as of now and they should
208 have access to the sports court.

209 Councilwoman Baertsch is more inclined to approve it if they do have the access to the sports court.

210 Councilman McOmber said kids don't know HOA lines so kids are going to be using the other equipment
211 regardless of which area they live. He is ok with this change and feels is there is concern in the future they
212 can go to their HOA to change it.

213 Councilman Poduska felt it was essential that they had something that would really work with them. He was a
214 little concerned but feels it will be sufficient and functional.

215 Councilwoman Call is not in favor because of what other developments have done and their needs not being
216 met.

217 Kevin Thurman made a comment that the code is not very clear on what the minimum recreational requirements
218 are and this is something we need to take into consideration. He cited State Code 10-9a, any condition that
219 is imposed has to be expressed in our code.

220 Councilwoman Call mentioned that if we are defining every minimum need than we are walking a slippery
221 slope of excluding types of uses etc.
222

223 **Motion made by Councilman McOmber to approve the Amendment to the approved Final Plat of River**
224 **Heights with the 3-platform most current version of the playground as received today with findings and**
225 **conditions listed in the staff report. Second Councilman Willden Aye: Councilman Willden,**
226 **Councilwoman Baertsch, Councilman McOmber, Councilman Poduska. Nay: Councilwoman Call,**
227 **Motion passed 4-1.**
228
229

230 **5. Proposed Advertising/Sponsorship Policy for Civic Events.**

231 Kevin Thurman presented the proposal. He said there are some free speech issues involved with advertising and
232 sponsorships. This forum is a non-traditional public forum so we can put some reasonable restrictions in place.
233 If we don't have those policies in place than we cannot say yes or no to somebody. You can regulate broad
234 categories.

235 Councilwoman Baertsch said as long as ads were tasteful and not risqué she was ok with the advertisements.

236 Councilman McOmber similarly said it was more not the company that was advertising but what they say in the
237 ad. He feels as long as the company can meet the family friendly environment they should allow the
238 advertising.

239 Kevin Thurman said this isn't necessarily us saying this is it has gone through the civic events committee

240 Councilwoman Call agrees with the other council members and thinks we are covered the way we would like it
241 in item 9. She thought it could be defined a bit better about the type of language not allowed.

242 Councilman Poduska feels much the same as the other council members. To say that certain products can't
243 advertise should not be allowed.

244 Councilman Willden thinks that we could cover anything with items 7 through 9 as previously discussed.

245 Mark Christensen said that Communities that Care has a similar policy and that we could ask them to look at it
246 before we make the decision.

247 Mayor Miller said it was tough to balance the freedom of speech and freedom from speech.

248 Kevin Thurman thought they were great comments. He had thought that for the larger events it would be good
249 to regulate the broad categories.
250

251 **6. Consideration of Sunrise Meadows Secondary Well Reimbursement Agreement.**

252 Jeremy Lapin briefly reviewed the settlement agreement.

253 Tom Scribner for developer was present and said he was proud of this development.

254 No comments from council at this time.
255

256 **Motion by Councilwoman Call to approve the Sunrise Meadows Secondary Well Reimbursement**
257 **Agreement with Sunrise Meadows Development Company, L.L.C. in the amount of \$79,000. Directing**
258 **Mark Christensen to sign on mayors behalf. Second by Councilwoman Baertsch. Aye: Councilman**
259 **Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska.**
260 **Motion passed unanimously.**
261

262 **7. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or**
263 **reasonably imminent litigation, the character, professional competence, or physical or mental health of an**
264 **individual.**
265

266 **Councilman McOmber made a motion to enter into closed session for the purchase, exchange, or lease of**
267 **property, pending or reasonably imminent litigation. Seconded by Councilwoman Call. Aye:**
268 **Councilman McOmber, Councilwoman Baertsch, Councilman Willden, Councilman Poduska and**
269 **Councilwoman Call. Motion passed unanimously**
270

271 Meeting Adjourn to Closed Session 8:39 p.m.
272

273 **Closed Session**

274
275 **Present:**

276 Mayor: Jim Miller

277 Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska

278 Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin,

279 Nicolette Fike

280
281 **Call to Order – 8:40 p.m.**

282 **Closed Session Adjourned at 8:50p.m.**

283
284 **Policy Meeting Adjourned at 8:50p.m**

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289 _____
290 Date of Approval

Mayor Jim Miller

291
292
293 _____
294 Lori Yates, City Recorder



City Council Staff Report

Authors: Kevin Thurman, City Attorney
Subject: Franchise Agreement with Direct Communications, LLC
Date: August 19, 2014
Type of Item: Legislative, Policy Decision

Summary Recommendation: Staff recommends approval of the attached ordinances and franchise agreement with Direct Communications, LLC.

Description:

- A. Topic:** Franchise agreement with Direct Communications, LLC (“Direct”) for internet services to City residents.
- B. Purpose:** To allow Direct the ability to provide internet services to residents of the City.
- C. Background:** Direct approached staff requesting a franchise agreement to provide internet services to City residents by installing fiber optic cables in City roads. We are bringing this matter to the Council now and have drafted a proposed franchise agreement and ordinance for consideration. This is nearly identical to the recent franchise agreements with CentraCom and Avative.
- D. Analysis:** By ordinance, the City may grant permission to companies to provide telecommunications, cable, and internet services to City residents through the use of City roads. This permission comes in the form of a franchise agreement. Federal and state law allow the City to charge franchise fees and/or telecommunications taxes to cable and telecommunication providers that provide services to residents. However, the law does not expressly allow franchise fees or taxes on “information service” providers such as ISPs.

In lieu of a franchise fee or telecommunications tax, Staff recommends that the City require Direct to install parallel conduits for the exclusive benefit of the City since they are benefiting from the use of City roads. The attached franchise agreement makes this a requirement. Staff recommends approval of the attached franchise agreement and ordinance.

The attached agreement also requires Direct to acquire an encroachment/excavation permit before they begin any construction or excavation in City roads. The permit requires a bond to be posted to guarantee that the road is restored per City standards. Direct will be required to

obtain a permit for each time they encroach/excavate in a City road or right-of-way. This will provide an extra layer of protection for the City to guarantee that damage to the roads is repaired and that the City has a remedy if the damage is not repaired.

As stated, the agreement with Direct is nearly identical to the Centracom and Avative agreements. Direct requested that the following change be made. This minor alteration will allow Direct to provide Voice Over Internet Protocol Services provided they pay the applicable Municipal Telecommunications Service Tax.

1.4 Grant of Franchise. The Internet Services Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, operate, repair, maintain, remove, and replace its Internet Services Network on, over, and under the present and future public rights of way in the city in order to provide Internet Services. Any services provided that would be subject to the Municipal Telecommunications Service Tax must be taxed at the appropriate rate. Taxes shall be reported and remitted on a quarterly basis. ~~The franchise does not grant to the Company the right, privilege, or authority to provide antenna or cable television business or telecommunications services, including Voice Over Internet Protocol Service (“VoIP”), and providing of any of these services is strictly prohibited.~~

Recommendation: Staff recommends that the City Council approve the attached ordinance and franchise agreement.

Staff Review: Kevin Thurman, Mark Christensen, Jeremy Lapin, and Mark Edwards.

Attachments: ordinance and franchise agreement with Direct Communications, LLC.

ORDINANCE NO. 14 -21 (8-19-14)

AN ORDINANCE GRANTING DIRECT COMMUNICATIONS CEDAR VALLEY, LLC (“DCCV”), A UTAH LIMITED LIABILITY COMPANY, A NONEXCLUSIVE FRANCHISE TO OPERATE AN INTERNET SERVICES NETWORK IN THE CITY OF SARATOGA SPRINGS, UTAH PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING DCCV’S RIGHTS AND DUTIES

WHEREAS, federal and state law allow for the operation of an internet services network in the City of Saratoga Springs, Utah by franchise agreement; and

WHEREAS, the City of Saratoga Springs and DCCV desire to enter into a nonexclusive franchise agreement granting to DCCV the right and privilege to operate an internet services network in Saratoga Springs, Utah; and

WHEREAS, the City and DCCV have negotiated a nonexclusive franchise agreement setting forth DCCV’s rights and duties with respect to its operation of an internet services network in Saratoga Springs, Utah (a copy of which is attached as “Exhibit A”); and

WHEREAS, on the ___ day of _____ 2014, the City Council held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

WHEREAS, after considering the pertinent facts, the Council finds: (i) that it should approve the attached DCCV Franchise Agreement and thereby grant to DCCV a franchise to operate an internet services network in Saratoga Springs, Utah; and (ii) such action furthers the health, safety, and welfare of the citizens of Saratoga Springs.

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

The attached Franchise Agreement between the City of Saratoga Springs and DCCV is hereby approved; the Mayor is authorized to execute the Agreement on behalf of the City of Saratoga Springs; and DCCV is granted a nonexclusive franchise to operate an internet services network in Saratoga Springs, Utah, pursuant to the Franchise Agreement.

This Ordinance shall take effect upon publication as required by the Utah Code.

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this ___ day of _____, 2014.

By: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

EXHIBIT "A"

**FRANCHISE AGREEMENT BETWEEN CITY OF SARATOGA SPRINGS
AND DIRECT COMMUNICATIONS CEDAR VALLEY, LLC**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the ____ day of _____, 2014, by and between the City of Saratoga Springs, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah, and Direct Communications Cedar Valley, LLC (hereinafter "Company"), a Utah Limited Liability Company, with its principal offices at: 35 South State Street, Fairview, Utah 84629.

WITNESSETH:

WHEREAS, the Company desires to provide internet services within the City and in connection therewith to establish an internet services network in, under, along, over, and across present and future rights-of-way of the City, consisting of internet services lines, conduit, fiber, cables, and all other necessary appurtenances ("System" or "Internet Services Network"); and

WHEREAS, the City, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to install, operate, repair, and maintain an Internet Services Network in the City.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement, and subject to the further reasonable regulation under its police and other regulatory power;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

**ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE**

1.1 Agreement. Upon approval by the City Council and execution by the parties, this Franchise Agreement shall be deemed to constitute a contract by and between City and Company.

1.2 Resolution. The City has adopted Ordinance No. ____ ("Ordinance") granting Company the right to operate an Internet Services Network in the City. Company acknowledges it has read the Ordinance and this Agreement and that it agrees to comply with all terms and provisions in the resolution and this Agreement.

1.4 Grant of Franchise. The Internet Services Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, operate, repair, maintain, remove, and replace its Internet Services Network on, over, and under the present and future public rights of way in the city in order to provide Internet Services. Any services provided that would be subject to the Municipal Telecommunications Service Tax must be taxed at the appropriate rate. Taxes shall be reported and remitted on a quarterly basis.

1.5 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide Internet Services consistent with the provisions of this Agreement.

1.6 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate an Internet Services Network and to otherwise comply with the provisions of this Agreement.

1.7 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public, in a manner that would indicate any such relationship.

1.8 Pole Attachments. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by separate agreement.

ARTICLE 2 CONDUIT IN LIEU OF FRANCHISE FEE

2.1 Conduit in Lieu of Franchise Fee. City agrees to not charge Company a franchise fee for allowing Company to use the City's rights-of-way for an Internet Services Network. In lieu of a franchise fee, the Company agrees to install parallel conduits for the exclusive use and benefit of the City ("City Conduit") when Company installs facilities within the City's rights-of-way. The City Conduit must be of the same size, quality, and length as the conduit installed by Company for its own purposes pursuant to this Agreement. Upon installation, ownership of the City Conduit shall automatically transfer to the City. The parties agree to amend this Agreement should changes to federal or state law permit City to charge franchise fees and/or taxes on the Company for providing the internet services.

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal. Subject to paragraph 2.1, the franchise granted to Company shall be for a period of five (5) years commencing on the effective date of this Ordinance. At the end of the initial five (5) year term of this Agreement, the franchise granted herein shall automatically renew for an additional five year term unless either party provides ninety (90) days' notice of its intent to terminate this Agreement. At the end of five year renewal term, the

parties shall enter into a new franchise agreement if both parties wish to continue the franchise. Notwithstanding the foregoing renewal provisions, the Parties agree to amend this Agreement at any time it becomes necessary to modify the same in order to comply with any new federal or state laws or regulations governing the provision of internet services. The parties also agree to amend this Agreement should changes to federal or state law permit City to charge franchise fees and/or taxes on the Company for providing the internet services.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the rights-of-way any and all of its Internet Services Network, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such Internet Services Network is removed to as good a condition as the same was before the removal was effected.

ARTICLE 4 USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way.

(a) The Company shall have the right to use the public rights-of-way within the City to construct and maintain its Internet Services Network subject to the conditions set forth in this Agreement; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, City property, or other recreational area currently existing or developed in the future without a permit from the City Representative. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose.

(b) In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

(c) Prior to the installation of any of Company's facilities in public utility easements, Company shall provide advance notification to any property owners on whose property the easement is located. Such advance notification shall be at least two days prior to installation of such facilities. Notification shall be made by written notice. Such notification shall set forth the

date during which Company will be installing facilities in the public utility easement and shall provide a telephone number where property owners may call Company pertaining to any questions or complaints concerning use of the public utility easement by Company. Upon commencement of installation of facilities in a public utility easement, Company shall proceed diligently to complete that installation. Conduits/facilities shall be buried at a minimum depth of 42 inches and “bury tape” identifying the utility shall be installed within 1 foot of finished grade, when possible. No trenches or otherwise uncovered areas shall be left open longer than necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner’s satisfaction within ten (10) business days of receipt of notice from landowner. Damage to City pipelines resulting from installation or maintenance of the facilities shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, roads, trails, parks, property, and improvements shall be done in compliance to the City’s most recent standards and specifications.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not more than sixty (60) calendar days, weather permitting, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company’s efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate a private third party, the City shall use good faith to require such third party to pay the costs of relocation. Notwithstanding anything to the contrary herein, the Company’s use of the right-of-way shall in all matters be subordinate to the City’s use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary (in the judgment of the City Manager or his designee) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company

because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of public services provided by the use of or through the Company's property (including internet services provided by the Company to the Company's customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state, or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City on behalf of Company shall be paid to the Company within thirty (30) business days.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld, conditioned, or delayed. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Work. For work on any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company shall be required, pursuant to City ordinances, policies, and regulations, to obtain an excavation/encroachment permit and post a bond in a form approved by the City to guarantee that the such is restored to its condition prior to Company's work. In addition, Company may be required to post a bond to guarantee that, for a period of one year following completion of the work performed, that said streets, alleys, rights-of-way, or public property continue to meet City standards.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

- a. The Company shall construct, operate, and maintain the Internet Services Network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.
- b. The Company's Internet Services Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

- a. Unless the Company elects to abandon the Internet Services Network in accordance with Section 11.5 herein, the Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the Internet Services Network when one or more of the following conditions occur:
 - (1) The Company ceases to operate the Internet Services Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;
 - (2) The Company fails to construct said Internet Services Network as herein provided and does not respond to written notice from the City within thirty days after receiving such notice following any such failure.
 - (3) The Franchise is terminated or revoked pursuant to notice as provided herein.
 - (4) The Franchise expires pursuant to this Agreement.
- b. The removal of any or all of the Internet Services Network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.
- c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received, weather permitting, to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of City ordinances, regulations, and standards governing the construction of the System in any public street, alley, right-of-way, sidewalk, utility, public improvement, or other public property.

ARTICLE 5 POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6 SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or Chapter 6.03 of the City Code is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is the Company's provision of City Conduit during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards. For the Company, "material consideration" is its ability to use the Rights-of-Way for internet services purposes in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE
AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to provide the City Conduit as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Manager, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; or

(c) The Company becomes insolvent, unable, or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever the

case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8 NOTICES

8.1 City Designee and Address. The City Manager or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah 84045, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to (a) Company, LLC, Attention: General Manager; or (b) such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City.

(a) The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims,

demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of internet services lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

(b) The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. If, in the City's sole judgment, a conflict of interest exists between the City and the Company with respect to any claim, demand, or lien, Company shall permit the City to assume the defense of such claim, demand, or lien, or, at the election of City, Company shall provide for City's defense with counsel satisfactory to the City. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

(c) Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall file a certificate of insurance with the City Risk Manager, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one (1) of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, their officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 No Creation of a Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City.

ARTICLE 10 REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to ensure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.4 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11 TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective, Company shall petition in writing for the City Manager's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Manager may consider the following:

- (a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

- (b) qualifications of proposed assignee or transferee;
- (c) legal integrity of proposed assignee or transferee;
- (d) financial ability and stability of the proposed assignee or transferee;
- (e) the corporate connection, if any, between the Company, and proposed assignee or transferee;
- (f) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of Internet Services Network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Manager, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Manager at the time an assignment or transfer is approved. Such a release also does not relieve the Company from liability incurred prior to said assignment or transfer.

11.5 Abandonment of Facilities by Company. The Company, with the written consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned Internet Services Network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12 ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within thirty calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13 GENERAL PROVISIONS

13.1 Binding Agreement. The parties represent that (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect, provided the material terms of the Agreement remain the same. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

[Signature page follows]

THE CITY OF SARATOGA SPRINGS, UTAH:

Date: _____

Jim Miller, Mayor

ATTEST:

Date: _____

Lori Yates, City Recorder

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC, DBA DCCV

Date: _____

By: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he or she is the _____ of Direct Communications Cedar Valley, LLC, DBA DCCV , a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

NOTARY PUBLIC
Residing in _____ County, _____.

**REQUEST FOR ARMED FORCES PARTICIPATION IN PUBLIC EVENTS
(NON-AVIATION)**

OMB No. 0704-0290
OMB approval expires
Oct 31, 2009

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0290). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE APPROPRIATE ADDRESS ON BACK OF THIS FORM.**

ALL DATA WILL BE HANDLED ON A "FOR OFFICIAL USE ONLY" BASIS.

PURPOSE: This form is used to request all Armed Forces **MUSICAL UNIT, TROOP, COLOR/HONOR GUARD, and/or EXHIBIT/EQUIPMENT** participation in public events. The information is required to evaluate the event for appropriateness and compliance with DoD policies and for coordination with the units involved. **Please complete all sections.**

SECTION I - EVENT DATA

1. SPECIFIC REQUIREMENT (i.e., Band, Marching Unit, Color Guard, Tank, etc.) Band Color Guard, Ceremonial Cannons, climbing wall and zip line.		2. DATE OF EVENT (YYYYMMDD) 20140927	3. TIME OF EVENT a. FROM: 11:00 AM b. TO: 2:30PM
4. TITLE OF EVENT (Website, if applicable) Saratoga Springs City Annual Hero Appreciation Days ... (continued)		5. EXPECTED ATTENDANCE 4500	
6. SITE OF EVENT (i.e., Park, Auditorium, etc.) (NOTE: This site must be accessible to and usable by persons with disabilities.) Neptune Community Park		7. ADDRESS OF EVENT (Street, City, State, ZIP Code) 473 W 400 North Saratoga Springs, UT 84045	
8. PROGRAM (Describe program theme and objective, audience size and civic makeup, and the purpose of Armed Forces participation.) Annual City program to honor the military. This year Utah families (Gold Star) of all who have paid the ultimate price for our country will be honored, including First Responders since 911. (continued)		9. HAVE OTHER ARMED FORCES UNITS BEEN REQUESTED TO SUPPORT THIS EVENT? (If so, specify.) Combined services Honor Guard; Marines, Navy, Air Guard, Coast Guard.	
10. IS THERE ANY CHARGE? (i.e., admission, parking, etc. If so, specify.) No, this is a free event for everyone.		11. IS THIS EVENT BEING USED TO RAISE FUNDS FOR ANY PURPOSE? (If so, specify how funds will be distributed.) No	

12. WILL ADMISSION, SEATING, AND ALL OTHER ACCOMMODATIONS AND FACILITIES CONNECTED WITH THIS EVENT BE AVAILABLE TO ALL PERSONS WITHOUT REGARD TO RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN? (X appropriate box)	YES	NO
	X	

SECTION II - SPONSORING ORGANIZATION DATA

13. NAME OF SPONSORING ORGANIZATION City of Saratoga Springs and residents (continued) <i>(X appropriate box for each item.)</i>			YES	NO
14. IS THE SPONSORING ORGANIZATION A CIVIC ORGANIZATION?			X	
15. DOES THE EVENT HAVE THE OFFICIAL BACKING OF THE LOCAL GOVERNMENT?			X	
16. DOES THE SPONSORING ORGANIZATION EXCLUDE ANY PERSON FROM ITS MEMBERSHIP OR PRACTICE ANY FORM OF DISCRIMINATION IN ITS FUNCTIONS BASED ON RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN?				X
17. SPONSOR'S REPRESENTATIVE (Please PRINT all contact information.)				
a. NAME City of Saratoga Springs Mayor Jim Miller		b. ADDRESS (Street, City, State, ZIP Code) 1307 N. Commerce Dr. #200, Saratoga Springs, UT 84045		
c. PRIMARY TELEPHONE NO. (Include area code)	d. ALTERNATE TELEPHONE NUMBER	e. FAX NUMBER (Incl. area code)	f. E-MAIL ADDRESS	

SECTION III - SPONSORING ORGANIZATION SUPPORT DATA

Event sponsors must agree to fund certain military expenses when the requested military resources are not local to the geographic area of the event. See paragraph 3 of the Instructions on the back of this form. (X appropriate box for each item.)			YES	NO
18. Does the sponsor agree to fund the standard Military Services allowance for meals, quarters, and incidental expenses for Armed Forces participants?			X	
19. Does the sponsor agree to fund transportation, meals, and hotel accommodations for unit representatives to visit the site prior to the event?			X	
20. Does the sponsor agree to fund transportation costs from home station to the event and return for Armed Forces participants?			X	
21. Does the sponsor agree to fund transportation costs for Armed Forces participants between the site of the event and the hotel?			X	
22. Does the sponsor agree to provide telephone facilities for necessary official communications at the site of the event?			X	

SECTION IV - CERTIFICATION

23. I am acting on behalf of the sponsoring organization and certify that the information provided above is complete and accurate to the best of my knowledge. I understand that representatives from the military services will contact me to discuss arrangements and costs involved prior to final commitments, or to inform me of their inability to support this event. I also understand that operational commitments must take priority and can preclude a scheduled appearance at an approved public activity.		
a. SIGNATURE OF SPONSOR'S REPRESENTATIVE	b. DATE SIGNED (YYYYMMDD)	c. PRINT NAME AND TITLE City of Saratoga Springs Mayor Jim Miller

INSTRUCTIONS

1. This form is used to request Armed Forces musical unit, personnel, color/honor guard and/or exhibit/equipment participation in public events. The requested information is required to evaluate the event. Please complete all sections.

2. Armed Forces musical units are organized for ceremonial and traditional purposes and to support recruiting activities. However, they may be authorized to provide certain specified presentations, such as patriotic ceremonies, for public programs. Armed Forces musical organizations are not permitted to provide entertainment, background, dinner, dance or other social music at public or private events in competition with the customary or regular employment of local civilian musicians. **Limited resources permit only one band and/or choir to perform at an event, and the Military Services reserve the right to cancel support to sponsors who have scheduled more than one such military unit.**

3. Department of Defense policies require that Armed Forces participation in public events will be provided at no additional cost to the Government. The sponsor is required to pay, when necessary, the standard Military Services allowance for quarters and meals for all Armed Forces participants and for other services which have been determined in advance by the Military Services and agreed to by the sponsor. Transportation and meal costs are not usually incurred when support is provided from a local military installation. However, circumstances may dictate that reimbursement for any or all of these costs may be necessary. All costs are binding after a unit, personnel, or exhibit has arrived at an event site, even though weather conditions or other unforeseen circumstances force the event to be cancelled.

4. This form should be submitted to the appropriate Military Service (listed in right hand column) not less than 30 nor more than 90 days in advance of a scheduled program. Please realize that all Armed Forces units have specific military missions and training requirements. Participation in public programs will only be authorized when such support is in the best interests of the Department of Defense and the Military Services and does not interfere with mission or training programs. In all cases, operational commitments must take priority and can cause previously scheduled appearances to be cancelled.

5. Additional forms may be obtained on the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/ddforms2500-2999.htm>. For legibility, event sponsors are highly encouraged to fill out applicable information on-line prior to printing out form. Submit forms through the nearest military installation public affairs office, or from any of the military public affairs offices listed to the right. If you have questions regarding information required on this form, please call the Directorate for Programs and Community Relations between 8:30 a.m. and 5:00 p.m. Eastern Time, Monday through Friday (703) 695-2113.

MAIL COMPLETED REQUEST FORM TO:

The Commander of the Military Installation closest to the event; OR to the appropriate Military Service listed below:

ARMY:

Office of the Chief of Public Affairs
ATTN: Community Relations Team
1500 Army Pentagon Washington, DC 20310-1500
(703) 695-2957 (Voice)
(703) 695-6253 (Fax)
<http://www4.army.mil/outreach/assets/>

MARINE CORPS:

Headquarters, U.S. Marine Corps
Attn: Band Coordinator
2 Navy Annex (PAC)
Washington, DC 20380-1775
(703) 614-1034 (Voice)
(703) 614-2358 (Fax)
www.usmc.mil/community

NAVY:

Department of the Navy
Navy Office of Community Outreach
5722 Integrity Drive, Bldg 456-3
Millington, TN 38054
(901) 874-5804 (Voice)
(901) 874-5813 (Fax)
www.navy.mil/navco

AIR FORCE:

Office of the Secretary of the Air Force
Office of Public Affairs (SAF/PA)
1690 Air Force Pentagon
Washington, DC 20330-1690
(703) 695-9664 (Voice)
(703) 693-9601 (Fax)
www.af.mil

NATIONAL GUARD BUREAU:

National Guard Bureau
ATTN: NGB-PAR (ComRel)
1411 Jefferson Davis Highway, Suite 11200
Arlington, VA 22202-3231
(703) 607-2584 (Voice)
(703) 607-3686 (Fax)
www.ngb.army.mil

SPONSOR: PLEASE RETAIN A COPY OF THIS FORM FOR FUTURE REFERENCE.

24. REMARKS (Use this area to continue any items if necessary. Reference by section and item number.)

24. REMARKS (continue)

Section I

Line #4

Saratoga Springs City Annual Freedom Celebration /UTAH FALLEN HEROES FAMILY DAY

Short title; UTAH FALLEN HEROES FAMILY DAY

Line #8

All Gold Star and first responders will be invited. The co-sponsor, PATRIOT Guard Riders (PGR) and law enforcement will escort the families from a staging location, to the park where the communities of Saratoga Springs, Eagle Mountain and Lehi will flank the street holding flags. There will be a short Ceremony for the families.

Highlights: .

Singing of the National Anthem accompanied daylight fireworks, Ceremonial Cannons.

Private civilian aircraft will provide a short air show.

Flyover of Military helicopters..

Lunch will be served to the Families and all participants.

Objective is to graphically show the Families that the community appreciates their sacrifice.

Participation by the Armed Forces will cast the Military in a positive light from the public's perspective and will increase civilian support. The Military will see an increase of morale and is an excellent recruiting tool. Foster increase cooperation with the communities that surround Camp Williams.

We anticipate several thousand people from the normal demographic of the general tri city area, plus this event will be a media event seen throughout Utah.

Section II

Line #13

The Patriot Guard Riders of Utah (PGR) and the Blue Star Mothers partnering with Survival Outreach Services Support (SOSS) with the endorsement and support of the City of Saratoga Springs and community is hosting this event.

REQUEST FOR MILITARY AERIAL SUPPORT ALL EVENT SPONSORS MUST READ THE INSTRUCTIONS ON PAGE 4 BEFORE COMPLETING THIS FORM.				REQUEST NUMBER	OMB No. 0704-0290 OMB approval expires Oct 31, 2009
The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0290). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.					
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE ADDRESS ON PAGE 4.					
ALL DATA WILL BE HANDLED ON A "FOR OFFICIAL USE ONLY" BASIS.					
SECTION I - ACTIVITY					
1. CATEGORY REQUESTED (X and complete as applicable)		(1) DATE OF EVENT (YYYYMMDD)	(2) TYPE AIRCRAFT REQUESTED ANY (X) SPECIFIC (Optional)	(3) MILITARY SERVICE REQUESTED ALL (X) SPECIFIC (Optional)	
<input checked="" type="checkbox"/>	a. FLYOVER (See paragraph 4 of Instructions)	20140927	<input checked="" type="checkbox"/> KC135, AH64, UH60	<input checked="" type="checkbox"/>	Army&AF Natl. Grd.
<input checked="" type="checkbox"/>	b. STATIC DISPLAY (See paragraph 5 of Instructions)	20140927	<input checked="" type="checkbox"/> Climbing wall...(continue)		
	c. SINGLE AIRCRAFT DEMONSTRATION (See paragraph 7 of Instructions)				
<input checked="" type="checkbox"/>	d. OTHER AERIAL SUPPORT (i.e. Parachute Demo, SAR Demo)	20140927	<input checked="" type="checkbox"/> Parachute demo		
e. AERIAL DEMONSTRATION TEAM (X all requested. See Instructions.)		(a) PRIMARY DATE (YYYYMMDD)	(b) ALTERNATE DATE(S) (YYYYMMDD)	(c) I WILL CONSIDER ANY DATE DURING AIR SHOW SEASON (X one)	
	U.S. ARMY GOLDEN KNIGHTS				YES
	U.S. NAVY BLUE ANGELS				
	U.S. AIR FORCE THUNDERBIRDS				
<input checked="" type="checkbox"/>	OTHER (Specify) UT Spl. Forces HALO	20140927		<input checked="" type="checkbox"/>	NO
SECTION II - EVENT AND SITE INFORMATION					
2.a. EVENT TITLE (and website, if applicable) Saratoga Springs City Annual Freedom Celebration /UTAH FALLEN HEROES FAMILY DAY Short title; UTAH FALLEN HEROES FAMILY DAY					
b. SITE OF EVENT (Must be accessible by persons with disabilities) Neptune Community Park		c. SITE CITY, STATE AND ZIP CODE 473 W 400 North Saratoga Springs, UT 84045		d. SITE ELEVATION (Feet above sea level) 4570	e. RUNWAY LENGTH X WIDTH
f. ARRESTING GEAR (X one) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		g. TYPE OF SITE (i.e., airport, park, lake, etc.) Park (aerial photo attached)			
3. EVENT SITE CERTIFICATION (To be completed by an agent exercising authority for site use) I certify that an agreement has been made with the sponsoring organization indicated in Section III to use the event site indicated in 2.b. above.					
a. NAME (Last, First, Middle Initial)		b. TITLE		c. TELEPHONE NO. (Include area code)	
d. SIGNATURE				e. DATE SIGNED (YYYYMMDD)	
4. INCLUSIVE DATES/TIME OF EVENT (YYYYMMDD)			5. IS THERE CIVILIAN AVIATION/AERIAL PARTICIPATION PLANNED FOR THE EVENT? (X one)		
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
6. ATTENDANCE		7. PLANNED MEDIA COVERAGE (X as applicable)			
a. PROJECTED 4500	b. PRIOR EVENT	<input checked="" type="checkbox"/> TELEVISION	<input checked="" type="checkbox"/> PRINT	YOUR MEDIA/PR POC (Name/telephone/email):	
		<input checked="" type="checkbox"/> RADIO	<input type="checkbox"/> NONE		
SECTION III - SPONSOR INFORMATION					
8. LOCAL SPONSORING ORGANIZATION				b. TYPE (X one)	
a. NAME City of Saratoga Springs and residents (continued)				<input type="checkbox"/> PROFIT <input checked="" type="checkbox"/> NONPROFIT	
9. POINT OF CONTACT FOR AVIATION ACTIVITIES FOR THIS EVENT (Please PRINT all contact information.)					
a. (X one) <input checked="" type="checkbox"/> MR.	MS. <input type="checkbox"/>	OTHER <input type="checkbox"/>	b. NAME (Last, First, Middle Initial) Kawato, Jimmy, K		c. RANK (if military)
d. ADDRESS					
(1) NUMBER AND STREET/SUITE NUMBER 1756 Centennial		(2) CITY Saratoga Springs		(3) STATE UT	(4) ZIP CODE 84045
e. TELEPHONE NO. (Include area code or DSN if military) (1) 801 766 2686		f. E-MAIL ADDRESS jimmykawato@inbox.com		g. FAX NO. (Include area code)	
(2)					

10.a. EVENT TITLE Saratoga Springs City Annual Freedom Celebration /UTAH FALLEN HEROES FAMILY DAY Short title: UTAH FALLEN HEROES FAMILY DAY		b. EVENT DATE 20140927	
SECTION III - SPONSOR INFORMATION (Continued)			
11. IS EVENT OFFICIALLY SUPPORTED BY LOCAL GOVERNMENT (X one)		YES	NO
		<input checked="" type="checkbox"/>	
12. WILL YOU PROVIDE POST-EVENT REPORT ON REQUEST? (X one)		<input checked="" type="checkbox"/>	
13. DOES SPONSORING ORGANIZATION PERMIT MEMBERSHIP WITHOUT REGARD TO RACE, RELIGION, SEX OR COLOR? (X one)		<input checked="" type="checkbox"/>	
14. WILL ALL ASPECTS OF THIS EVENT BE AVAILABLE TO ALL PERSONS WITHOUT REGARD TO RACE, RELIGION, SEX OR COLOR? (X one)		<input checked="" type="checkbox"/>	
15. WILL THE EVENT BE OPEN TO THE GENERAL PUBLIC? (X one)		<input checked="" type="checkbox"/>	
SECTION IV - FEDERAL AVIATION ADMINISTRATION COORDINATION (Airspace Coordination)			
FOR THIS EVENT TO BE CONSIDERED FOR U.S. MILITARY SUPPORT, THE SPONSOR MUST HAVE THIS SECTION COMPLETED BY THE FLIGHT STANDARDS DISTRICT OFFICE RESPONSIBLE FOR CONTROLLING THE AERIAL ACTIVITIES AT THE EVENT SITE.			
<p>For events where the airspace falls under the purview of the United States Department of Transportation, Federal Aviation Administration (FAA) coordination is required for all U.S. military aviation activities described in Section I EXCEPT AIRCRAFT STATIC DISPLAYS. THE SPONSOR WILL FORWARD THIS DOCUMENT, WITH SECTIONS I THROUGH III AND SECTIONS V THROUGH VII COMPLETED, TO THE FLIGHT STANDARDS DISTRICT OFFICE (FSDO) HAVING JURISDICTION OVER THE SITE. After completion of Section IV by the FSDO, form will be returned to the sponsor for submission to DoD. Sponsors will allow a minimum of 45 days for FAA review and completion.</p>			
16. FLIGHT STANDARDS DISTRICT OFFICE REVIEW I have reviewed the requested activity in Section I and determined that: (X and complete as applicable)			
a. FAA/OTHER GOVERNMENTAL WAIVER IS NOT REQUIRED.			
b. WAIVER IS REQUIRED FOR THE FOLLOWING EVENT(S) LISTED IN SECTION I: (Specify)			
c. COORDINATION HAS BEEN ACCOMPLISHED WITH CONTROLLING AIR TRAFFIC CONTROL FACILITY.			
d. AIR TRAFFIC COORDINATION IS NOT REQUIRED.			
e. DEMONSTRATION SITE FEASIBILITY STUDY IS REQUIRED AND SITE PLAN WAS SUBMITTED BY THE SPONSOR. (Must meet show line, crowd line, airspace parameters and show congested areas, dwellings, thoroughfares, and obstructions within 3 NM of show center.)			
f. DEMONSTRATION SITE FEASIBILITY STUDY IS NOT REQUIRED.			
g. NO MAJOR NOISE CONCERNS IN THE REQUESTED AIRSPACE.			
17. FEASIBILITY DETERMINATION. Based upon my review of this site, I find the site to be: (X one)			
<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> CONDITIONAL SATISFACTORY (See NOTE)	<input type="checkbox"/> UNSATISFACTORY (See NOTE)	
NOTE: If the show site is marked "Conditional Satisfactory", explain the conditions which must be met by the show sponsor to provide a "Satisfactory" site in the Additional Comments section. If the show site is marked "Unsatisfactory," the request for the applicable activity cannot be accepted by the Department of Defense.			
18. ADDITIONAL COMMENTS (Mandatory if FARs are waived)			
19. COORDINATING OFFICIAL			
a. NAME (Last, First, Middle Initial)	b. FLIGHT STANDARDS DISTRICT OFFICE	c. TELEPHONE NO. (Include area code)	
d. TITLE AND SIGNATURE	e. DATE SIGNED (YYYYMMDD)		

20.a. EVENT TITLE Saratoga Springs City Annual Freedom Celebration /UTAH FALLEN HEROES FAMILY DAY Short title; UTAH FALLEN HEROES FAMILY DAY	b. EVENT DATE 20140927
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SECTION V - PROGRAM

21. PROGRAM THEME AND OBJECTIVE *(Please explain how aviation support is an integral part of the event.)*
 Teach kids about freedom, sacrifice, service and honor. Future plans include high school essay contest. This annual event will focus on MOH, Vets, purple hart, POW/MIA, Gold and Blue Star families.

Flyover along with the parachute drop will be the exclamation point for the honoring the Gold Star families. It will be the program final "THANK YOU" to the Gold Star families in attendance. Aviation is the sizzle in teaching kids about the military.

22. CHARGES AND FEES

a. ADMISSION \$ 0.00	b. PARKING \$ 0.00	c. SEATING \$ 0.00	d. OTHER <i>(Specify)</i> none
e. DOES EVENT RAISE FUNDS? <i>(X one)</i> <input type="checkbox"/> YES <i>(Complete 22.f. and 22.g.)</i> <input checked="" type="checkbox"/> NO	f. FUNDS WILL BE USED FOR <i>(X as applicable)</i> <input type="checkbox"/> (1) CHARITIES <input type="checkbox"/> (2) EXPENSES <input type="checkbox"/> (3) PRIZES <input type="checkbox"/> (4) OTHER <i>(Explain in 22.g.)</i>	g. SPECIFIC INSTRUCTIONS FOR USE OF FUNDS <i>(Company, Charity or Organization to benefit)</i>	

23. HISTORICAL INFORMATION

a. LIST ALL YEARS THE EVENT HAS BEEN HELD City's first	b. LAST AERIAL DEMONSTRATION AND YEAR OF PERFORMANCE <i>(i.e., Blue Angels, Thunderbirds, Golden Knights)</i> none	c. LIST CIVILIAN AND MILITARY AIRCRAFT AT LAST YEAR'S EVENT none
--	--	--

SECTION VI - SUPPORT *(All Requests other than Flyovers)*

24. THE SPONSOR AGREES TO: <i>(Initial each item signifying acceptance. Lack of initials renders the event ineligible for all support other than Flyovers.)</i>	INITIALS
a. OBTAIN THE AIR SHOW WAIVER FROM THE FAA MONITOR PRIOR TO THE EVENT FOR EACH ACTIVITY REQUIRING A WAIVER <i>(plan a 60-day lead time). FAILURE TO OBTAIN A WAIVER WILL RESULT IN DEMONSTRATION CANCELLATION AT THE EXPENSE OF THE SPONSOR.</i>	
b. PAY TEAM COSTS AS OUTLINED ON PAGE 4, PARAGRAPHS 6 OR 8 OF INSTRUCTIONS, AS APPLICABLE. <i>(Applies only for Blue Angels, Thunderbirds, or Golden Knights requests.)</i>	
c. PROVIDE OR REIMBURSE TRANSPORTATION, MEALS, AND QUARTERS COSTS <i>(including pre-event visits) FOR ARMED FORCES PARTICIPANTS, AS REQUIRED. (Reimbursement for demonstration teams covered in paragraphs 6 or 8 of Instructions.)</i>	
d. PROVIDE SUITABLE AIRCRAFT FUEL AT MILITARY CONTRACT PRICES. <i>(Sponsor must pay all costs over military contract prices, including any transportation and handling charges, if fuel is not available at such prices.)</i>	
e. PROVIDE SECURITY FOR AIRCRAFT AT EVENT SITE DURING ENTIRE STAY. <i>(Certain assets (i.e., B-2 and F-117) will require extensive security.)</i>	
f. PROVIDE MOBILE FIREFIGHTING, CRASH, AND GROUND-TO-AIR COMMUNICATIONS EQUIPMENT AT THE SHOW SITE FOR FLIGHT AND PARACHUTE DEMONSTRATIONS AND STATIC DISPLAY AIRCRAFT.	
g. PROVIDE AMBULANCE AND MEDICAL PERSONNEL ON SITE DURING FLIGHT AND PARACHUTE DEMONSTRATIONS AND CERTAIN OTHER TYPES OF AERIAL ACTIVITIES AS DETERMINED, IN ADVANCE, BY THE MILITARY SERVICES.	
h. PROVIDE TELEPHONE FACILITIES FOR NECESSARY OFFICIAL COMMUNICATIONS AT THE EVENT SITE.	
i. PROVIDE AERIAL PHOTOGRAPH AND AIRFIELD DIAGRAM UPON REQUEST.	
j. PROVIDE LOCAL MILITARY RECRUITERS, AT NO CHARGE, PRIME SPACE AT THE EVENT SITE FOR RECRUITING ACTIVITIES.	

SECTION VII - CERTIFICATION BY SPONSOR

25. PRESIDENT/CHAIRMAN OF SPONSORING ORGANIZATION/BASE OR WING COMMANDER *(If military sponsored)*
 I certify that the information provided above is complete and accurate to the best of my knowledge. I understand that representatives from the military services will contact us to discuss arrangements and additional costs involved prior to final commitments. Any changes to the information on this form may invalidate eligibility for military participation.

a. SIGNATURE 	b. DATE SIGNED <i>(YYYYMMDD)</i>	c. PRINT NAME AND TITLE Jim Miller, Mayor City of Saratoga Springs
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INSTRUCTIONS

1. The attached form is used to request U.S. Armed Forces aircraft participation at public events (maximum of 3 days) in support of community relations programs, and for requesting an aerial demonstration team (U.S. Army Golden Knights, U.S. Navy Blue Angels, or U.S. Air Force Thunderbirds) to perform on or off a military installation, worldwide. This form is used by each Military Service to determine eligibility of an event for military aerial support. Once an event has been approved as eligible, it is the event sponsor's responsibility to contact units and coordinate any possible military unit participation. **The event sponsor is required to inform all the other requested military services once acceptance of any military aviation participation has been confirmed.**

2. The event sponsor is responsible for gaining the completion of Section IV, FAA Coordination, prior to submission of the form to each appropriate Military Service. The local Flight Standards District Office that has jurisdiction over the event site will complete all appropriate blocks in Section IV. Requests for static displays only do not require FAA coordination. Complete Sections I - III and V - VII, and forward the form to the nearest Flight Standards District Office (FSDO) for completion of Section IV. To locate nearest FSDO, visit FAA's website at http://www.faa.gov/about/office_org/field_offices/fsdo/.

3. The local sponsoring organization is responsible for the accurate completion of the form and conducting the event. The information on this form must be typed or printed in ink, and is used to evaluate the event for compliance with public law and Department of Defense policies, and to determine its eligibility for Armed Forces participation. In all cases, military participation must not interfere with military operations and training programs, and must be at no additional cost to the U.S. Government. Sponsors will consult with local military recruiters and provide, at no charge, prime space at the event site for recruiting activities. Department of Defense is unable to support events for which sponsorship is intended to make a business profit. Events which have an admission charge, or other associated charges, do not necessarily preclude military participation. Military commands cannot participate in events which charge admission unless the military participation is incidental to the event, and not the primary attraction. Incomplete forms, or forms submitted late, cannot be considered and will be returned to the sponsor's representative.

4. Requests for flyovers will be considered only for aviation-oriented events (i.e., air shows, airport anniversaries or dedication events), or for patriotic observances (one day only) held in conjunction with Armed Forces Day, Memorial Day, Independence Day, POW/MIA Recognition Day, or Veterans Day (event must be within seven days of the actual holiday date to be considered). Flyovers, not to exceed four aircraft, may be performed by operational or training aircraft as determined by the providing Military Service. **Sponsors of events other than bona fide air shows are prohibited from scheduling more than one Service to conduct the flyover. Once a military organization confirms flyover support, sponsor must then notify any other military service requested, so they will not participate in the same event. The Blue Angels and Thunderbirds do not perform flyovers.** Requests for flyovers must be received for processing at least 90 days prior to the event for full consideration by the Services. Requests received closer than 30 days will not allow adequate planning for some organizations to support. Requests received 14 days or closer will not be considered. Complete Sections I - III and V - VII, and forward the form to the nearest Flight Standards District Office (FSDO) for completion of Section IV. The missing man formation will not be flown in support of any activities requested on this form. It is reserved for funeral services in honor of active duty rated/designated aviators or dignitaries of the Federal Government or as determined by the Military Services.

5. Requests for aircraft static displays will only be considered for air shows, airport events, expositions and fairs, and public events which contribute to the public knowledge of Armed Forces equipment and capabilities (including recruiting and ROTC events). Complete Sections I - III and V - VII (Section IV is not applicable when requesting static displays only). Requests may be sent from the sponsoring organization to each Service branch's public affairs office listed in paragraph 9 of these instructions. The sponsor must satisfy all safety and operational requirements for the requested aircraft. Requests received closer than 60 days (90 days for Marine Corps support) will not allow adequate planning for some organizations to support.

6. Civilian-sponsored requests for performances by a flight demonstration team (Blue Angels and Thunderbirds) will be considered only for events

6. (Continued) which are: (1) aviation oriented (i.e. air shows, airport events, historical aviation events); (2) planning civilian aviation participation; (3) open to all Military Services for participation, and (4) held during the air show season (mid-March to mid-November). A partial reimbursement cost (quarters and meals) of \$6,000 per official demonstration (including any performance where admission is charged to view a team) is payable by all nonmilitary sponsors as indicated in the team support manual. Appearances on a military installation or sponsored by a military organization will only be approved in support of an official installation "open house" program (no admission charge/entrance fee). All event sponsors are required to comply with all aspects of the team support manual, as applicable. All requests for an aerial demonstration team must be received by August 1 of the year preceding the year of the event. Complete Sections I - III and V - VII, and forward the form to the nearest FAA Flight Standards District Office (FSDO) for completion of Section IV. The annual schedule will be released in December of the year prior to the season. Subsequent to public release of the schedules, teams will be rescheduled if a scheduled event is cancelled, the original sponsoring organization is changed, or the original event site is changed. Previously validated requests will automatically be reconsidered. NOTE: Blue Angels and Thunderbirds require 6,000 and 7,000 foot runways, respectively, at or within 30-50 nautical miles of the demonstration site. The Blue Angels also require arresting gear located within 80 nautical miles of the demonstration site.

7. Requests for single aircraft demonstrations (i.e., F-15, F-16, Harrier) will be considered for events as described in paragraph 6 (1) through (4) above. Army and Air Force single aircraft demonstrations must be received for processing at least 60 days prior to the event. USMC Harrier (AV-8B) and Navy demonstration requests must be received by January 31 each year. The Harrier demonstration can only be performed over a prepared hard surface or open water. (Scheduled Harrier events will receive two aircraft, one for demonstration and one for static display. Fifty gallons of distilled water must be provided for each Harrier demonstration.) Meals, lodging, and transportation for the aircrews must be provided by the sponsor.

8. Civilian-sponsored requests for the U.S. Army Parachute Team, the Golden Knights, will be considered for events such as air shows, airport dedications and anniversaries, expositions and fairs, events sponsored by the Army, and those events which contribute to the public knowledge of military and airborne operations, equipment and capabilities. All requests must be received by Army Public Affairs by October 1 of the year preceding the year of the event. Appearances on a military installation will only be approved in support of an official "open house" program. All sponsors, military and civilian, are required to reimburse the team for quarters, meals, ground transportation, and a designated rate for the jump platform (aircraft), as determined by the team, at least two weeks prior to the event (approximately \$2,500 per official show day). The annual schedule will be released in mid-January (approximately 45 days after the flight demonstration teams' schedules). After the official schedule is released, the Golden Knights will consider "add on" performances if received at least 60 days prior to the date of the event. In the event of cancellations, all requests previously validated will automatically be reconsidered, as required. Complete Sections I - III and V - VII, and forward the form to the nearest FAA Flight Standards District Office (FSDO) for completion of Section IV. Please send completed request forms to the appropriate Military Service public affairs office(s) listed below.

9. Additional DD Forms 2535 may be obtained through the office(s) listed below, through the nearest military installation public affairs office, or on the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/ddforms2500-2999.htm>. For legibility reasons, event sponsors are highly encouraged to fill out applicable information on-line prior to printing form out.

ARMY
Office of the Chief of Public Affairs
Attn: Community Relations Team
1500 Army Pentagon
Washington, DC 20310-1500
(703) 695-2957 (voice)
(703) 695-6253 (fax)
<http://www4.army.mil/outreach/assets/>

NAVY
Navy Office of Community Outreach Attn:
Aviation Support
5722 Integrity Drive, Bldg 456-3
Millington, TN 38054
(901) 874-5803 (voice)
(901) 874-5813 (fax)
<http://www.navy.mil/palib/aircraft/airshows/airshows.html>

MARINE CORPS
Headquarters, U.S. Marine Corps
Attn: Aviation Coordinator
2 Navy Annex (PAC)
Washington, DC 20380-1775
(703) 692-7434 (voice)
(703) 614-2358 (fax)
www.usmc.mil/community

AIR FORCE
SAF/PAN
Attn: Aviation Support
1690 AF Pentagon
Washington, DC 20330-1690
(703) 695-8664 (voice)
(703) 693-8801 (fax)
www.airshows.pa.hq.af.mil

SPONSOR: PLEASE RETAIN A COPY OF THIS FORM FOR FUTURE REFERENCE.

18. ADDITIONAL COMMENTS (continue)

Section I

Line #1. c.

Climbing wall, zip line drag Cameron and any other recruiting tool available.

Section III

Line #8.a.

The Patriot Guard Riders of Utah (PGR) and the Blue Star Mothers partnering with Survival Outreach Services Support (SOSS) with the endorsement and support of the City of Saratoga Springs and community is hosting this event.



Magna

West Valley City

Salt Lake

Murray

West Jordan

Sandy

Riverton

Alpine

American Fork

Orem

Provo

Springville

Brighton

Park City

Heber City

73 W 400 N, Saratoga Springs, UT 84045, USA

Saratoga Springs

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Imagery Date: 4/9/2013 40°23'52.82" N 111°50'45.05" W elev 4702 ft eye alt 57



N 400 N, Saratoga Springs, UT 84045, USA

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Imagery Date: 6/4/2013 40°22'14.11" N 111°55'39.71" W elev 4573 ft eye alt

1993

RESOLUTION NO. 14-38 (8-19-14)

**A RESOLUTION OF THE SARATOGA
SPRINGS CITY COUNCIL IN SUPPORT OF
THE UTAH FALLEN HEROES DAY AND
THE REQUEST FOR MILITARY AERIAL
SUPPORT AND FLYOVER**

WHEREAS, the Patriot Guard Riders of Utah is sponsoring the Utah Fallen Heroes Day (“Fallen Heroes Day”) on September 27, 2014; and,

WHEREAS, the Fallen Heroes Day is to honor members of the military and law enforcement who have lost their lives in service to our country and communities and to honor the families of those who have lost their lives in service to our country; and

WHEREAS, in conjunction with the Fallen Heroes Day, the Patriot Guard Riders of Utah has requested that the United States Military perform a flyover during the event; and,

WHEREAS, the City Council supports the Fallen Heroes Day and the efforts of Patriot Guard Riders of Utah to request a military flyover.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Saratoga Springs hereby affirms its support of the goals and visions of Patriot Guard Riders of Utah with respect to the Utah Fallen Heroes Day and supports the Request for Military Aerial Support attached as Exhibit A.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 19th day of August, 2014.

Signed: _____
 Jim Miller, Mayor

Attest: _____
 Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____