HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting

September 5, 2023

4:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE CHANGED AS TIME PERMITS

I. WORK MEETING - 4:00 P.M.

1. Ordinance 2023-22, adopting the vision for Envision Central Heber as part of the General Plan (Tony Kohler, Community Development Director) - *45 min*

2. Zone Change for Property located at approximately 801 South 100 West (Tony Kohler, Community Development Director) - *10 min*

3. Revised Personnel Policies & Procedures Handbook (Jeremy Cook, City Attorney , Cherie Ashe, Human Resources Director) - *55 min*

II. BREAK - 10 MIN

III. REGULAR MEETING - 6:00 P.M.

1. Call to Order

2. Pledge of Allegiance (Rachel Kahler, Council Member)

3. Prayer/Thought by Invitation (Scott Phillips, Council Member)

IV. CONFLICT OF INTEREST DISCLOSURE:

V. CONSENT AGENDA:

1. August 15, 2023, City Council Meeting Minutes; August 15, 2023 Truth in Taxation Special City Council Meeting; and August 23 Special City Council Meeting - Closed Executive Session (Trina Cooke, City Recorder)

2. City Police Department, and City Public Works Fleet Lease-Purchase Agreement Resolution 2023-15 (Mike Scott)

VI. PUBLIC COMMENTS: (3 min per person/20 min max)

VII. GENERAL BUSINESS ITEMS:

1. Public Hearing to Consider Ordinance 2023-31 Adopting the Impact Fee Enactment for the Heber City North Village Area Streets and Storm Water Impact Fees (Russ Funk, Engineering Director, Susie Becker (ZPF)) - 15 min

2. Mayor's Award presented to: Cherie Ashe, Anthon Beales, Sgt. Blaine Rigby, Sgt. Josh Weishar, Supervisor Justin Hatch, Detective Heath Harvey, Sgt. Brayden Powers, Detective Rogelio Carbajal, Officer Chandra Crosby, and Administrative Assistant Caradie Williams for their assistance with the new Heber City Chief of Police nomination process (Heidi Franco, Mayor) - *5 min*

3. Mayoral Proclamation for Constitution Day and Week, September 17-23, 2023 (Heidi Franco, Mayor) - *5 min*

4. Presentation by Encircle House (Elise Villaroman) - *10 min*

5. Legislative Report-out from Mountainlands Association of Governments (MAG) Contracted Lobbyist (Dave Stewart) - *30 min*

6. Presentation by Historical Preservation Board Chairperson Michael Moulton (Michael Moulton, Historical Chair) - *10 min*

VIII. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Mayor's Nomination for New Heber City Chief of Police (Heidi Franco, Mayor) - *20 min*

2. Resolution 2023-16, the renaming of the Heber City Public Safety Building to the David D. Booth Public Safety Building (Heidi Franco, Mayor) - *10 min*

3. Consider Ordinance 2023-31 Adopting the Impact Fee Enactment for the Heber City North Village Area Streets and Storm Water Impact Fees (Russ Funk, Engineering Director, Susie Becker (ZPF)) - 15 min

4. Public Hearing for Ordinance 2023-32 approving the College Downs Annexation and associated Master Development Agreement (MDA) (Tony Kohler, Community Development Director) - *40 min*

5. Ordinance 2023-22, adopting the vision for Envision Central Heber as part of the General Plan (Tony Kohler, Community Development Director) - *15 min*

6. Ordinance 2023-24, Hicken Fieldhouse MDA (Jamie Baron, Planning Manager)

7. Authorization to solicit proposals for sale of City-owned Commerce Park property (Matt Brower, City Manager) - *10 - min*

8. MOU between Wasatch County, Heber City, and the Church of Jesus Christ of Latter Day Saints regarding land use authority, required improvements, and maintenance responsibility relating to the Heber Valley Temple Project (Russ Funk, Engineering Director) - *10 Min*

9. Ordinance 2023-26, Update to the Engineering Standard Specifications and Drawings and the Storm Water Manual (Gordon Miner, Engineer) - *15 min*

IX. COMMUNICATION:

X. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on August 31, 2023, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov. Notice provided to the Wasatch Wave.

Heber City Council Staff Report

MEETING DATE: 9/5/2023

SUBJECT: Ordinance 2023-22, adopting the vision for Envision Central Heber as part of the General Plan

RESPONSIBLE: Tony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the public process to explore potential alternative scenarios for the downtown, central neighborhoods and the tourist/recreation area, a more specific plan and vision is being proposed. People+Place has been contracted with to manage this process and throughout the winter several workshops have been held, culminating in a final workshop on May 3, 2023. Ideas generated by those meetings have been combined to create a series of more formal land use proposals. The intent is to modify and enhance the current sections in the Envision Heber 2050 general plan but to assure consensus on this Vision. This specific plan is called Envision Central Heber.

RECOMMENDATION

Staff recommends the approval of Ordinance 2023-22 adopting the Envision Central Heber Vision, including usage of the alternate district names “Downtown District” and “Recreation & Arts District”, the Historic Downtown and Outer Downtown Districts be extended to 150 West/150 East and the Downtown Residential Transition zone be extended to 200 West/200 East.

BACKGROUND

The Envision Heber 2050 general plan was adopted a few years ago. It covers the downtown area but not in the detail needed for developing priorities/steps for the City to consider in implementation. This process will lead to changes in the general plan, another public hearing with those updates and then follow-up with ordinance changes to assure that future development meets the intent of the plan.

The Planning Commission held a public hearing on June 13th. Public input at the hearing centered on reinforcing the history of the area more, that implementation will need development friendly incentives, and the idea of realigning via a smooth connection Midway Lane and Center Street. Planning Commissioners raised concerns about parking, which is addressed in the vision as a phased approach – on street parking striping first, surface parking lots, and then a parking structure. As part of the discussion activating downtown to create more demand, would logically come first, although the on street striping of parking spaces is generally fairly inexpensive.

The Planning Commission gave a unanimous recommendation to the City Council to adopt the Vision. Some discussion was held that even with the adoption, sections of the Envision Heber 2050 General Plan would be coming back to them as the Vision is incorporated into the chapters.

Link to the Summary Poster – Poster includes the Vision for each district, the Main Street cross sections and many of the potential renderings of the area.

https://www.dropbox.com/scl/fo/ln3jha7kya3j8acxzx8h8/h?dl=0&rlkey=xet24as7a91np2gt7lh8f933m

DISCUSSION

A pdf of the Vision posters that covers all the proposals is attached via a series of links. You will need to scroll around it to absorb all of the content – this is best done on a larger screen (laptop/desktop and not a phone). More visual renderings are available on-line.

Input at the workshop was positive and the prioritization exercise revealed the greatest area of emphasis should be the downtown area. Within the downtown suggestions for a pedestrian focused alley, reimagined Main Street (beautification), mixed use, historic preservation, and more activity were the most mentioned projects. For parking the phased approach was highly supported, moving from striped on-street parking, to public surface parking lots, and then as demand necessitates building multi-level parking garages.

For the Tourism/Recreation area the projects that were supported include more trails/trail depot, retail and restaurants near the railroad, a pedestrian alley pilot project, more tourist oriented amenities, and some emphasis on the 600 W/Midway Lane as the west gateway to Heber.

For the Central Neighborhoods the public suggestions are to remain a quiet mostly single family neighborhood, with allowances for accessory dwelling units (detached and attached) and flag lots. The streets should transition to more pedestrian/bike friendly streets. Pocket parks and the history walk on Center Street were also popular and generally there was also support for enlarging the transition area along Midway Lane to include Center Street.

The City has also engaged Roger Brooks, a world renowned city downtown revitalization specialist. In a recent meeting with him the Central Heber Vision was detailed, allowing him to comment on its' content. Included here is s short summary:

Roger thinks we should emphasize City Park - first priority. This means activating it in a way that it brings people back all the time, not just for events. The benefits of this would be increased interest in new developments locating adjacent to the park. He also suggested closing 200 South between Main and 100 West which adds to the park and creates more development potential on the north side of the street (as a consultant, all of that suggests a "pause" on the park design). Finding a non-traditional park designer that embraces the activity principle could be key to achieving the park becoming the "living room" for Heber and the catalyst to downtown revitalization.

Food trucks and the connection to the alley also were liked by Roger.

Alley - great idea and endorsed by Roger

Create a transportation connection like a trolley to the Heber Valley Railroad (new idea), and emphasize downtown.

For the City Hall block there is a need for a plan - maybe a different kind of plan with not as much emphasis on activity. All agreed the County building should be relocated.

In general, he very much endorsed the Vision and emphasized working on the downtown.

The consensus of a majority of the Council on August 15 was to make the following changes.

1. The Main Street District be renamed The Downtown District.
2. The Recreation & Tourism District be renamed The Recreation & Arts District.
3. The map extent of the Historic Downtown and the Outer Downtown Districts be extended to 150 West and 150 East as illustrated on the alternate map.
4. The map extent of the Downtown Residential Transition zone be extended to 200 West and 200 East as illustrated on the alternate map.

FISCAL IMPACT

Potential to incentivize growth in the Downtown and Tourist/Recreation districts.

CONCLUSION

The significant outreach public process has led to a citizen generated scenario for Central Heber, but may need some slight modifications.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Staff Recommended Option – Approve

I move to approve Ordinance 2023-22 with the findings and conditions as presented in the conclusion above with the following changes.

1. Use the alternate names “Downtown” and “Recreation & Arts” Districts; and
2. The Historic Downtown and Outer Downtown Districts be extended to 150 West/150 East, and the Downtown Residential Transition zone be extended to 200 West/200 East, as illustrated on the alternate map.
3. Other (Specify)_____

Alternative 2 – Approve as Amended

I move to approve Ordinance 2023-22, with the findings and conditions as presented in the conclusion above, with the following changes.

_____
_____
_____

Alternative 3 – Continue

I move to continue Ordinance 2023-22 to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 – Deny

I move to deny Ordinance 2023-22.

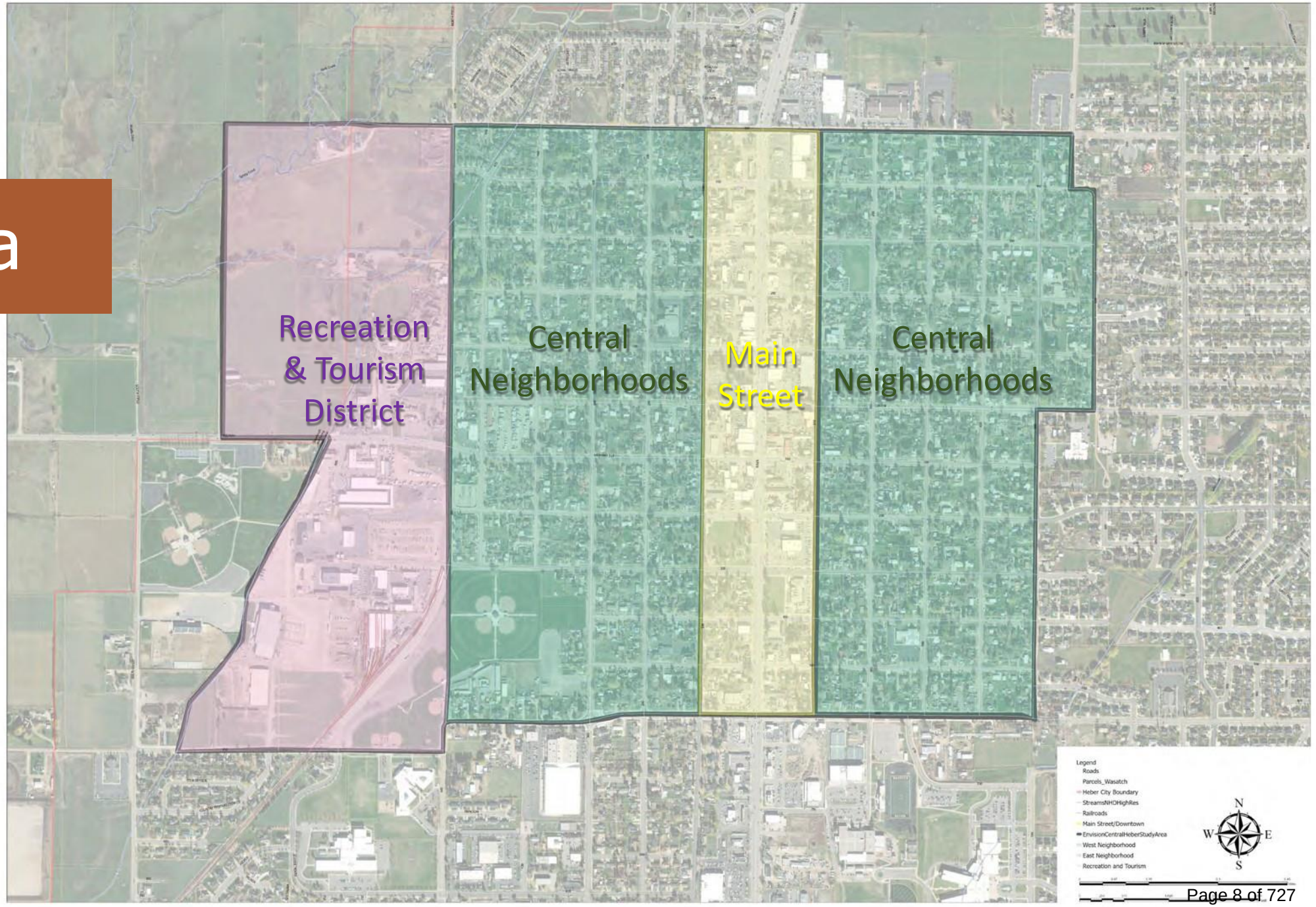
ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Envision Presentation
2. Ord 2023-22 Env Central Heber
3. 1 Alternate Map
4. 1 Central Heber Vision Scenario
5. 2 Main Street Vision
6. 3 Main Street 2050
7. 4 Recreation and Tourism Vision
8. 5 Central Neighborhoods Vision

Study Area


Recreation & Tourism District
Central Neighborhoods
Main Street
Central Neighborhoods
Legend
Roads
Parcels_Wasatch
Heber City Boundary
StreamsNHDHighRes
Railroads
Main Street/Downtown
EnvisionCentralHeberStudyArea
West Neighborhood
East Neighborhood
Recreation and Tourism
N
W
E
S

Hundreds of Citizens Involved

Envision Heber

- 3 public meetings
- 2 mailers to every household
- Lots! = print/radio presence
- 23,324 = social media reach
- 2,500 = unique visitors to website
- 1200+ survey responses

Envision Central Heber Outreach and Involvement

- 6 stakeholder/public meetings; 6 steering committee meetings
- 2 mailers to every household and business in study area (2800 addresses)
- Emailed invitations to every household and business in study area (letter from Mayor Franco)
- Invitations hand delivered by city staff to Main Street businesses
- 276 survey responses
- 1100 = unique visitors to website, 3200 page views
- 300 social media post interactions
- 1,459 hours of focus

Envision Central Heber Process

1

Workshop (Brainstorm)

Analysis/Scenario Development

2

Open House (Alternative Scenarios)

Draft Vision Development

3

Vision Celebration (Consensus) May 3

Vision Statement
Guiding Principles
Vision Map
Specific Area Plans

4

Implementation (Ready, Set, Action!)

Addition to General Plan
Policy/Code Updates

Envision Central Heber

Survey: What do you value? What do you imagine?









As we grow, what do we need to hold on to? How shall we accommodate anticipated growth?

13 Maps Created by Stakeholders



Map Trends & Ideas: Overall

- Main Street is a destination street
- Strong connection between Main Street and the recreation and tourism district
- Train is a major component
- Strong interest in character design standards for quality buildings
- Mostly 3 story buildings, with 4-5 in specific areas of Main and recreation and tourism areas

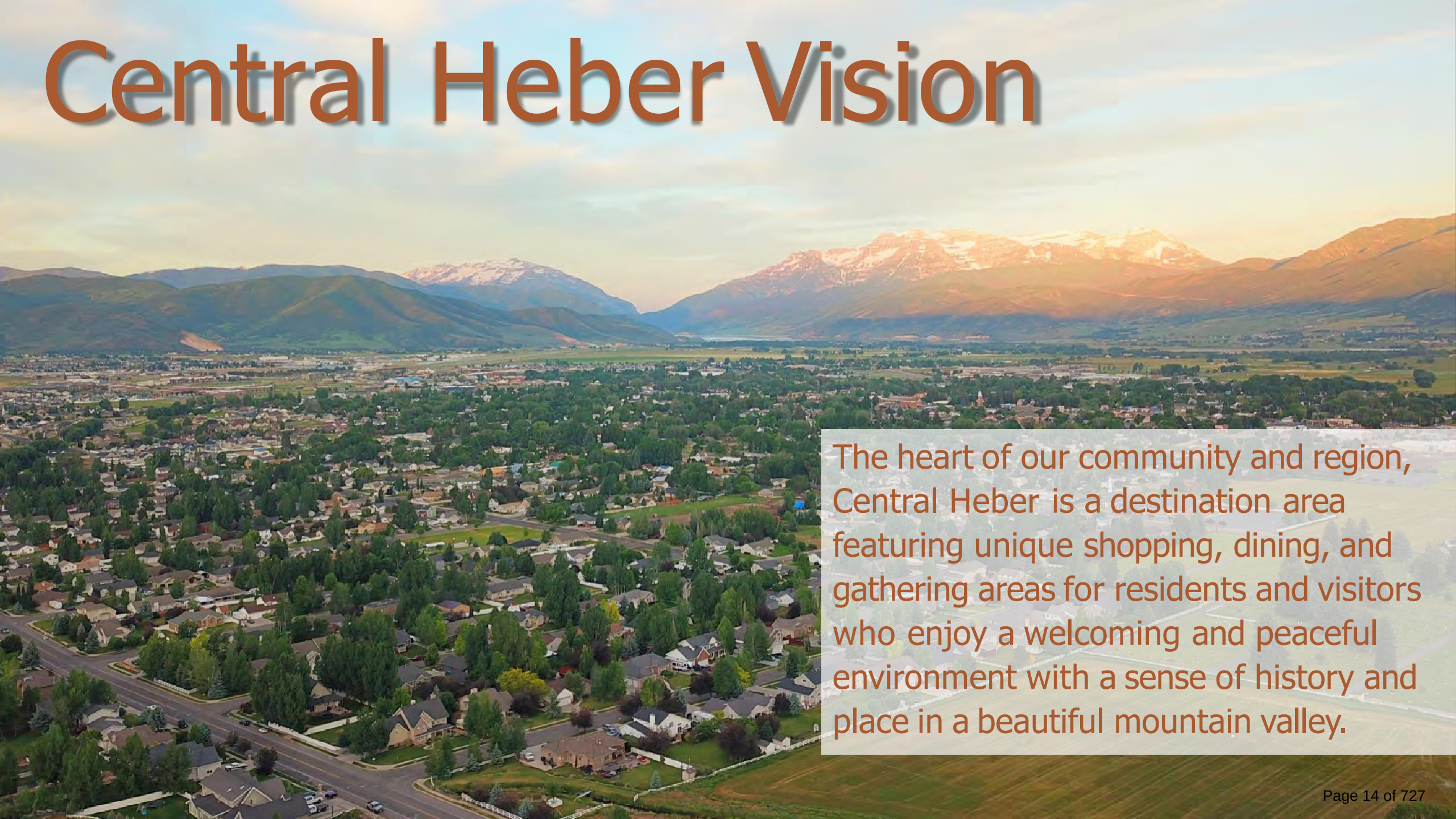


Main Street Concept



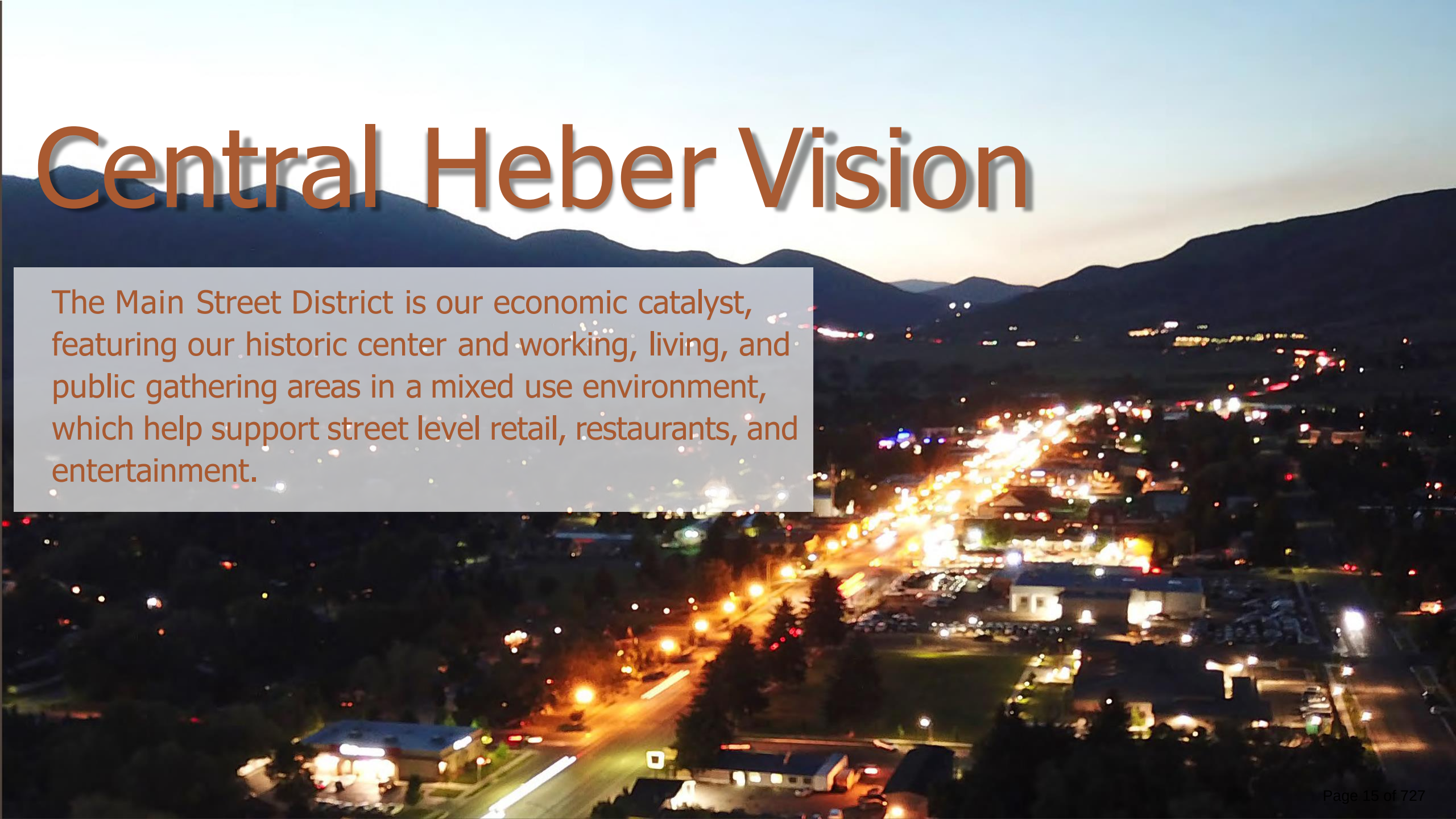
Center Street Concept

Central Heber Vision



The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley.

Central Heber Vision

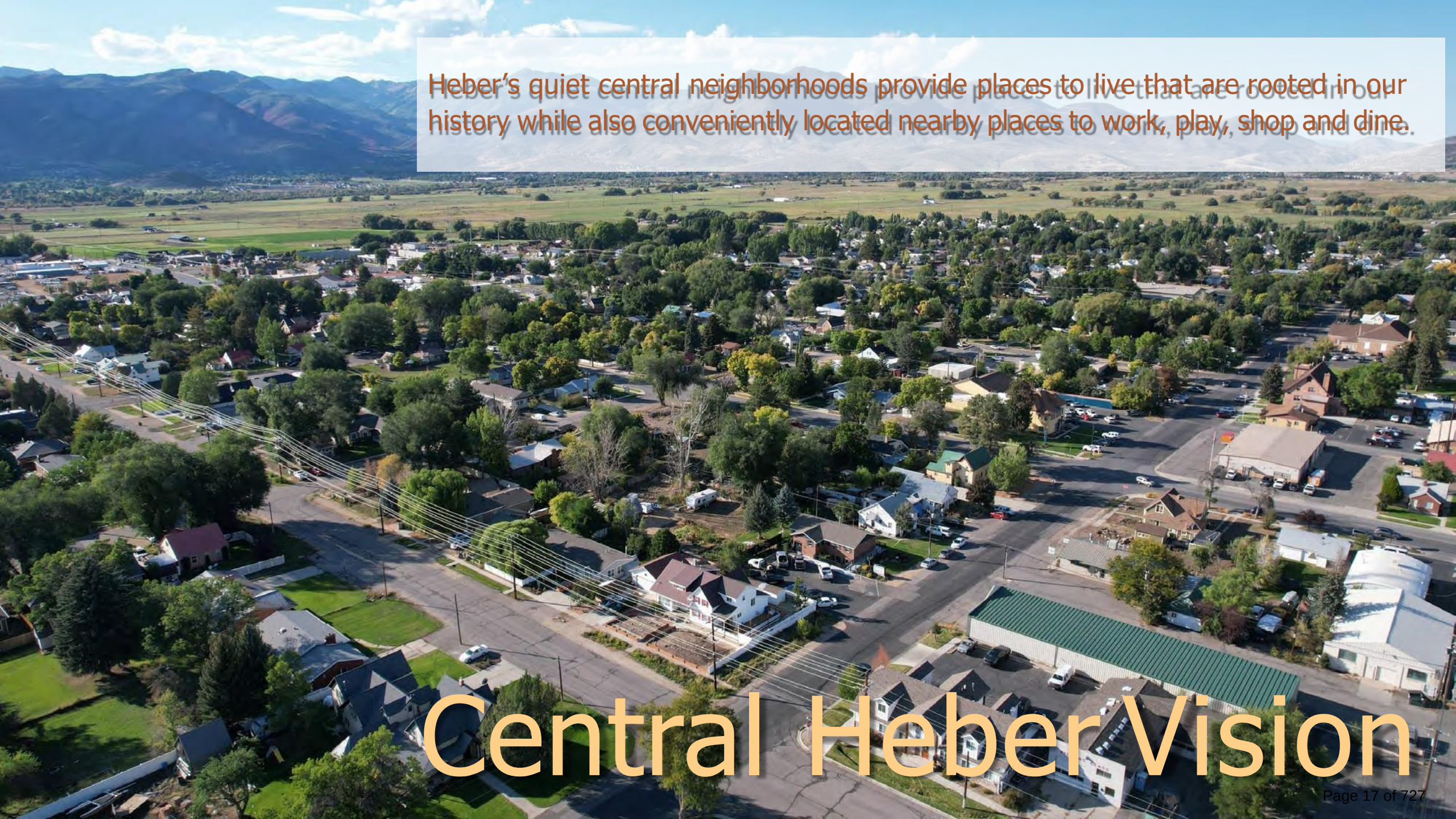


The Main Street District is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment.



Outdoor-oriented local and regional recreation are features at our Recreation and Tourism District, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures.

Central Heber Vision



Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

Central Heber Vision

General Recommendations

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Main Street area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Main Street area with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

Vision Scenario Map

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. The Main Street District is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Tourism District, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

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RECREATION & TOURISM DISTRICT

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional recreation and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA



MAIN STREET DISTRICT

Main Street is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Main (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Main (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Main. The District as a whole features Main Street destination branding and beautification.

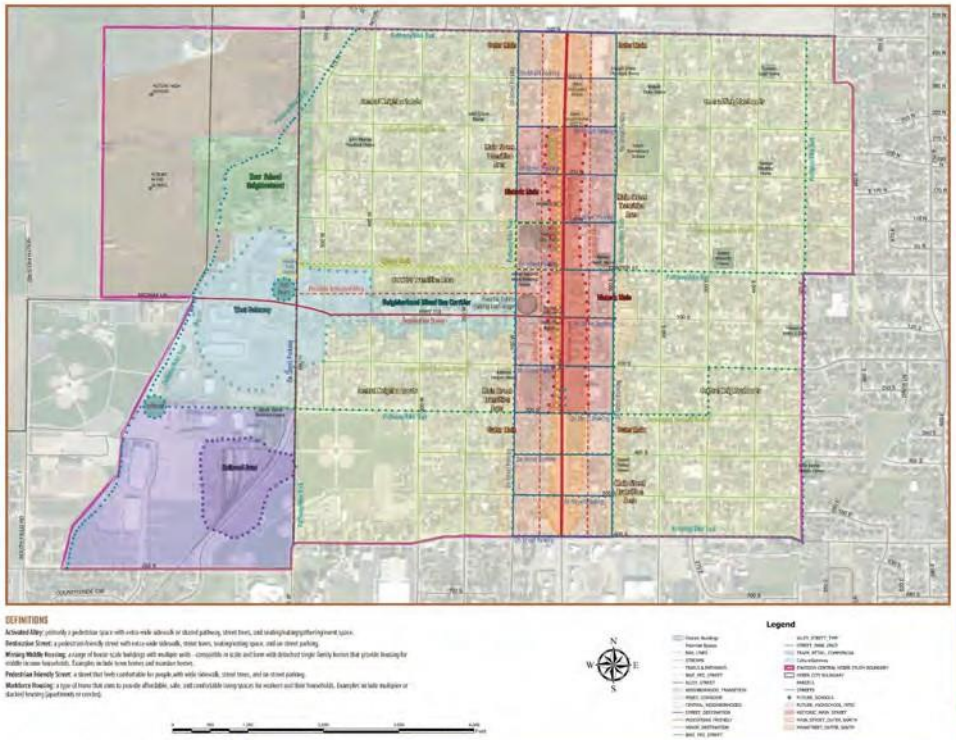
HISTORIC MAIN | OUTER MAIN | MAIN STREET TRANSITION AREA





OUR MAIN STREET DISTRICT IS FOR NURTURING COMMUNITY

As we grow, our Main Street District will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.



DEFINITIONS

Activated Alley: primarily a pedestrian space with extra-wide sidewalk or shared pathway, street trees, and seating/shading/gathering/enjoyment space.

Pedestrian Friendly Street: a street that feels comfortable for people with wide sidewalk, street trees, and on-street parking.

Missing Middle Housing: a range of house-scale buildings with multiple units - compatible in scale and form with detached single-family homes that provide housing for middle income households. Examples include town homes and mansion homes.

Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).

Legend

CENTRAL NEIGHBORHOODS DISTRICT

In central neighborhoods, changes to housing is typical of older neighborhoods; maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR



ENVISION CENTRAL HEBER

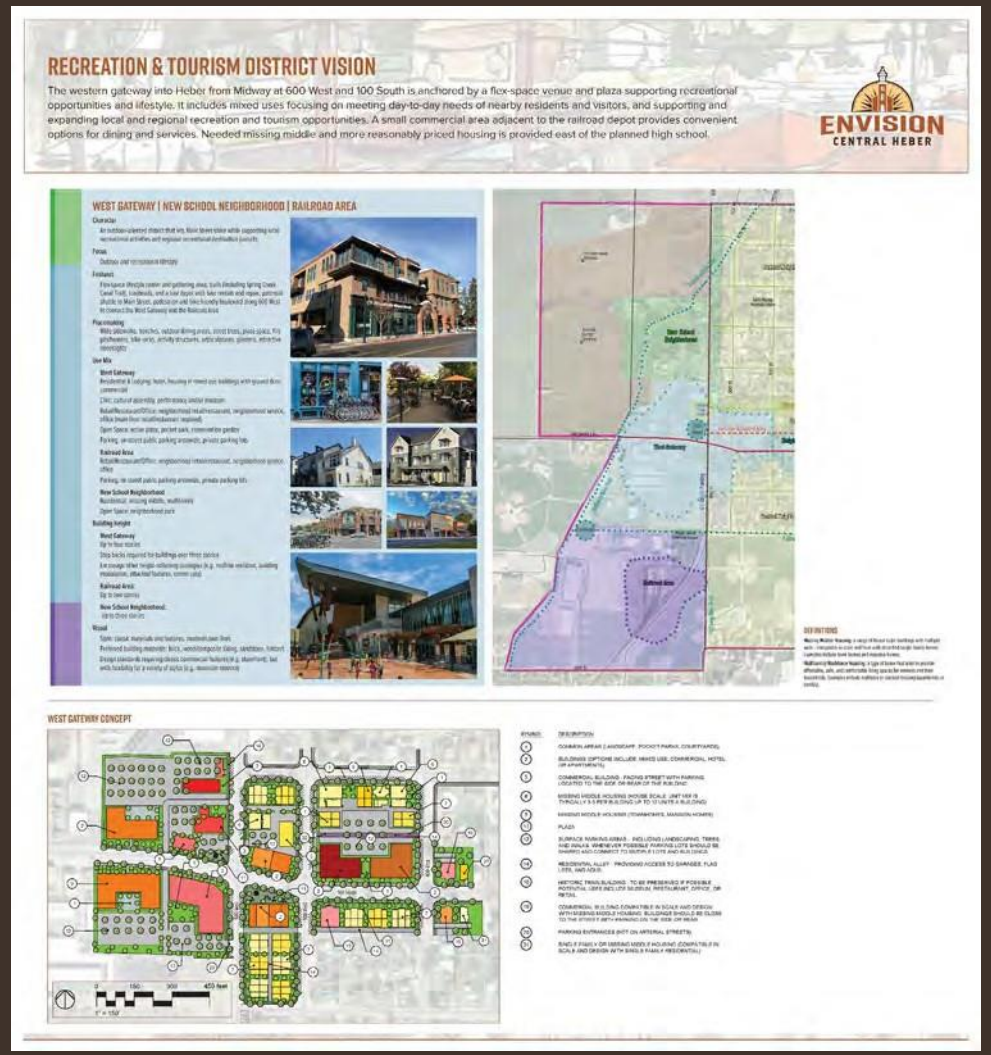
Quiet Central Neighborhoods

- Preserve single family neighborhoods
- Detached accessory dwellings and flag lots
- Pedestrian/bike friendly streets
- Build on neighborhood mixed use corridor



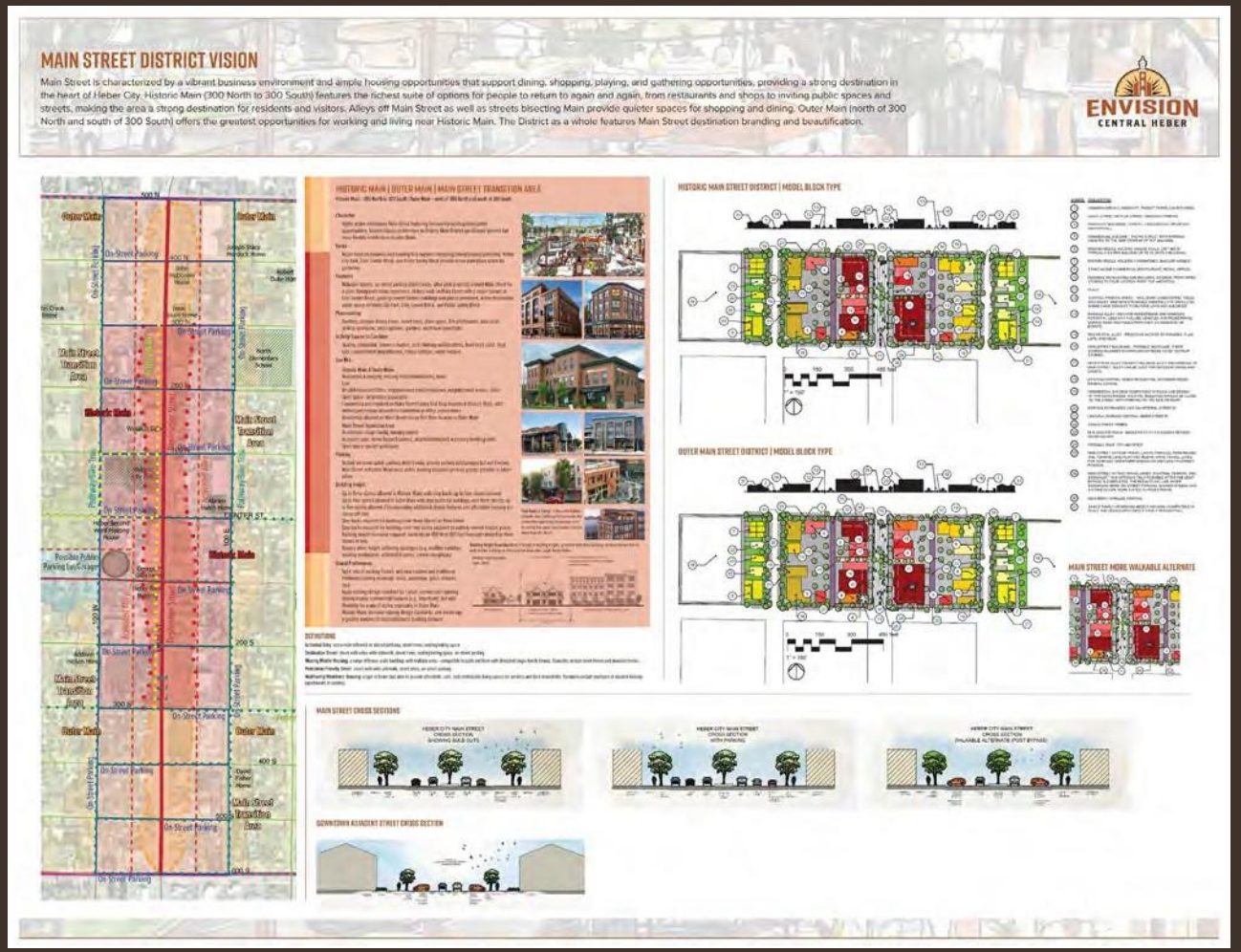
Recreation & Tourism District

- New neighborhood by planned high school
- West Gateway mixed use space supporting local and regional recreation and outdoor lifestyle
- Trails, trail depot, access to nature
- Retail to support train/ballfields



Vibrant & Friendly Main Street

- New housing and businesses help support shopping, dining, gathering
- Destination street and alley, improved parking
- Historical focus at Civic Center Block and along Main Street



Imagine 2050…





- See prior slide
- Show festival/party
- Lights or streamers strung across the alley
- Banners "Historic Main" (can go in alley and on Main St.
- Overhead arch at alley entries

Imagine 2050…





Imagine 2050…











Imagine 2050…



Updating Envision Heber 2050 Plan

- The general vision for the community
- The product of two years of public input
- Provides guidance on planning issues, future land uses, and various approaches to achieve the vision

- Addresses the overall vision for Heber
  - Future land use map
  - Quality Neighborhoods (Housing)
  - Center and Gathering Places
  - Open Space and Rural Character
  - Outdoor Recreation Parks and Trails
  - Mobility and Streetscapes
  - Jobs and Economic Development

Envision Central Heber Process Provides:

- Significant new detail and vision statements for these general plan sections:
  - Quality Neighborhoods (Housing)
  - Center and Gathering Places
  - Mobility and Streetscapes
- Minor modifications to:
  - The future land use map
  - Trails section
  - Jobs and Economic Development

How would the Envision Heber 2050 plan change?

- Changes to the Quality Neighborhoods section based on the Central Neighborhoods
- Changes to the Centers and Gathering Places section based on the Historic and Outer Main Vision and the Tourist/Recreation District
- Changes to the Mobility and Streetscapes section for updates to Main Street and 100 East and 100 West

- Examples:
  - Future land use map would change to reduce the mixed use concept to just 100 East and 100 West – now shows 200 East and 200 West
  - Neighborhoods section would show a lower density and housing concepts limited to IADUs, detached ADUs, flag lots
  - The Main Street "Center" would have a new discussion of uses, heights, alleys, activation, beautification, building design/materials, etc.

Adopted Plans Lead to Ordinance and Programmatic Changes

First, this vision needs to be adopted!

- PC public hearing
- Council adoption

Then…

- Ordinance updates
- Design requirements
- Building types standards
- Housing options incentives
- Projects

Projects are a large part of this effort!

For example…

- Pedestrian-focused alley off Main
- Additional Main Street Parking
- Historic preservation
- Central neighborhoods street improvements
- Main Street Beautification
- West Gateway area

Poster Session and Feedback

(dots & post its & conversation!)

ORDINANCE NO. 2023-22

AN ORDINANCE APPROVING THE ENVISION CENTRAL HEBER VISION STATEMENT AS AN AMENDMENT TO THE GENERAL PLAN.

BE IT ORDAINED by the City Council of Heber City, Utah, the Envision Central Heber Vision Statement is hereby adopted as an Appendix to Heber City's General Plan as illustrated in Exhibit A.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Exhibit A: Envision Central Heber Vision

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. Downtown is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Arts Destination, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

Alternate Map and Updated Narrative Descriptions (082823)

GENERAL RECOMMENDATIONS

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new arts, recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

RECREATION & ARTS DESTINATION

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting the arts and recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional arts, recreation, and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA

Character
An outdoor-oriented district that lets Downtown shine while supporting local arts and recreational activities and regional recreational destination pursuits.

Focus
Outdoor and recreational lifestyle, arts

Features
Flex-space lifestyle center and gathering area; trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals and repair; potential shuttle to Main Street, pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking
Wide sidewalks, benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Use Mix

West Gateway
Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial
Civic: cultural assembly, performance and/or museum
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)
Open Space: active plaza, pocket park, conservation garden
Parking: on-street public parking areawide, private parking lots

Railroad Area
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Parking: on street public parking areawide, private parking lots

New School Neighborhood
Residential: missing middle, multifamily
Open Space: neighborhood park

Building Height

West Gateway
Up to four stories
Step backs required for buildings over three stories
Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

Railroad Area:
Up to two stories

New School Neighborhood:
Up to three stories

Visual
Style: classic materials and features, modern/clean lines
Preferred building materials: brick, wood/composite siding, sandstone, timbers
Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)

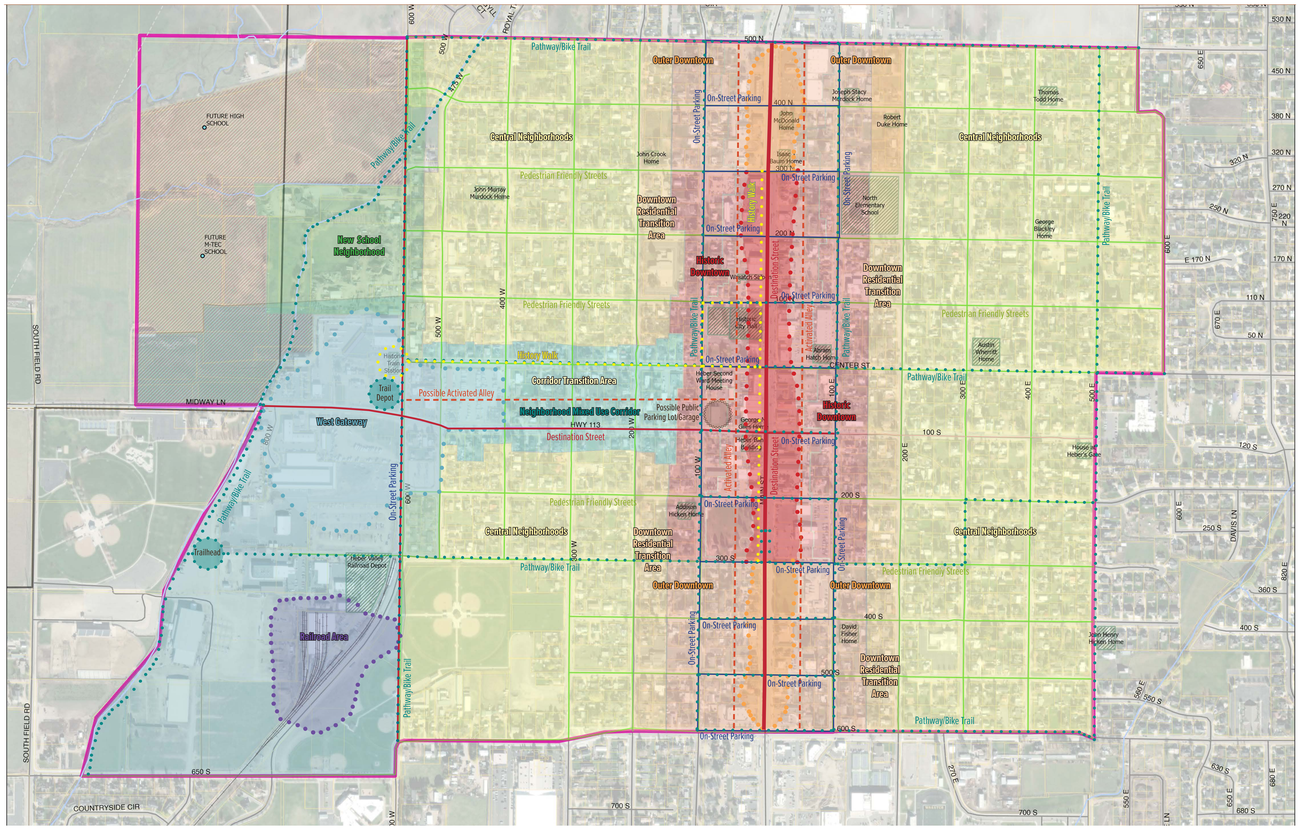












DOWNTOWN

Downtown is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Downtown (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Downtown (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Downtown. The District as a whole features Downtown destination branding and beautification.

HISTORIC DOWNTOWN | OUTER DOWNTOWN | DOWNTOWN RESIDENTIAL TRANSITION AREA

Historic Downtown = 300 North to 300 South | Outer Downtown = north of 300 North and south of 300 South

Character
Highly active destination downtown featuring live/work/play/shop/dine/gather opportunities; historic/classic architecture in historic Downtown District and historic themed but more flexible architecture in outer Main.

Focus
Major focus on business and housing that supports shopping/dining/playing/gathering; Heber City Park, Civic Center Block, and Public Safety Block provide active park/plaza space for gathering

Features
Walkable streets, on-street parking district wide, alley pilot project(s) behind Main Street for a quiet dining/pedestrian experience, history walk on Main Street with a major feature at Civic Center Block, publicly owned historic buildings and places preserved, active destination public space at Heber City Park, Civic Center Block, and Public Safety Block

Placemaking
Benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Activity Spaces to Consider
Skating ribbon/rink, farmer's market, rock climbing wall/boulders, food truck court, food hall, concert/event amphitheater, fitness stations, water feature

Use Mix

Historic Downtown & Outer Downtown
Residential & Lodging: missing middle/multifamily, hotel
Civic
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Open Space: destination plaza/park
Commercial use required on Main Street-facing first floor facades in Historic Downtown, with limited percentage allowed for residential or office access doors
Residential allowed on Main Street-facing first floor facades in Outer Downtown

Downtown Residential Transition Area
Residential: single family, missing middle
Accessory uses: home-based business, attached/detached accessory dwelling units,
Open space: pocket park/plaza

Parking
Striped on-street public parking district wide, private parking lots/garages but not fronting Main Street in Historic Downtown area, public parking lot/public parking garage possible in future phase

Building Height
Up to three stories allowed in Historic Downtown; with step backs up to four stories allowed
Up to four stories allowed in Outer Downtown with step backs for buildings over three stories; up to five stories allowed if incorporating additional design features and affordable housing (on site or off site)
Step backs required for buildings over three stories on Main Street
Step backs required for buildings over two stores adjacent to publicly-owned historic places
Building height transition required; buildings on 100 West/100 East frontages limited to three stories or less
Require other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts/plazas)

Visual Preferences
Style: mix of existing historic and new modern and traditional
Preferred building materials: brick, sandstone, glass, timbers, rock
Apply existing design standard for classic commercial requiring historic/classic commercial features (e.g. storefront), but with flexibility for a mix of styles, especially in Outer Downtown
Historic Downtown: increase existing design standards, and encourage a greater number of classical/historic building features











Step Back: a change in the vertical plane of multi-story buildings that preserves the pedestrian experience at sidewalk-level by setting the upper story building facade away from the street

Building Height Transition Area: a change in building heights, generally with taller buildings on more intense streets, with shorter buildings as the transition area nears single family homes



DEFINITIONS

Activated Alley: primarily a pedestrian space with extra-wide sidewalk or shared pathway, street trees, and seating/eating/gathering/event space.

Destination Street: a pedestrian-friendly street with extra-wide sidewalk, street trees, seating/eating space, and on-street parking.

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes that provide housing for middle income households. Examples include town homes and mansion homes.

Pedestrian Friendly Street: a street that feels comfortable for people,with wide sidewalk, street trees, and on-street parking.

Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).



Legend

- Historic Buildings
- Potential Bypass
- RAIL LINES
- STREAMS
- TRAILS & PATHWAYS
- BIKE_PED_STREET
- ALLEY_STREET
- NEIGHBORHOOD_TRANSITION
- MIXED_CORRIDOR
- CENTRAL_NEIGHBORHOODS
- STREET_DESTINATION
- PEDESTRIAN_FRIENDLY
- MINOR_DESTINATION
- BIKE_PED_STREET
- ALLEY_STREET_TYPE
- STREET_PARK_ONCE
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- CulturalGateway
- ENVISION CENTRAL HEBER STUDY BOUNDARY
- HEBER CITY BOUNDARY
- PARCELS
- STREETS
- FUTURE_SCHOOLS
- FUTURE_HIGHSCHOOL_MTEC
- HISTORIC_MAIN_STREET
- MAIN_STREET_OUTER_NORTH
- MAINSTREET_OUTER_SOUTH

0 500 1,000 2,000 3,000 4,000 Feet

CENTRAL NEIGHBORHOODS DISTRICT

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR

Character
Quiet, pedestrian-friendly streets with a range of homes built across decades, supported by a neighborhood corridor that includes additional housing options and convenient neighborhood retail, restaurants, and services.

Focus
Residential, with some neighborhood retail and commercial along 100 South

Features
Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced

Use Mix

Neighborhoods
Residential: single family
Open Space: neighborhood park
Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots

Neighborhood Mixed Use Corridor
Residential & Lodging: missing middle multifamily, hotel
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (on commercial corners on 100 South)
Open Space: pocket park/plaza, neighborhood park
Parking: on-street public parking, private parking lots behind buildings

Corridor Transition Area (area between mixed use corridor and neighborhoods)
Residential: missing middle, single family
Open Space: pocket park/plaza, neighborhood park

Building Height
Up to three stories






ENVISION CENTRAL HEBER



OUR DOWNTOWN IS FOR NURTURING COMMUNITY As we grow, Downtown will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. The Main Street District is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Tourism District, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

GENERAL RECOMMENDATIONS

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Main Street area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Main Street area with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

RECREATION & TOURISM DISTRICT

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional recreation and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA

Character
An outdoor-oriented district that lets Main Street shine while supporting local recreational activities and regional recreational destination pursuits.

Focus
Outdoor and recreational lifestyle

Features
Flex-space lifestyle center and gathering area; trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals and repair; potential shuttle to Main Street, pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking
Wide sidewalks, benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Use Mix

West Gateway
Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial
Civic: cultural assembly, performance and/or museum
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)
Open Space: active plaza, pocket park, conservation garden
Parking: on-street public parking areawide, private parking lots

Railroad Area
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Parking: on street public parking areawide, private parking lots

New School Neighborhood
Residential: missing middle, multifamily
Open Space: neighborhood park

Building Height

West Gateway
Up to four stories
Step backs required for buildings over three stories
Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

Railroad Area:
Up to two stories

New School Neighborhood:
Up to three stories

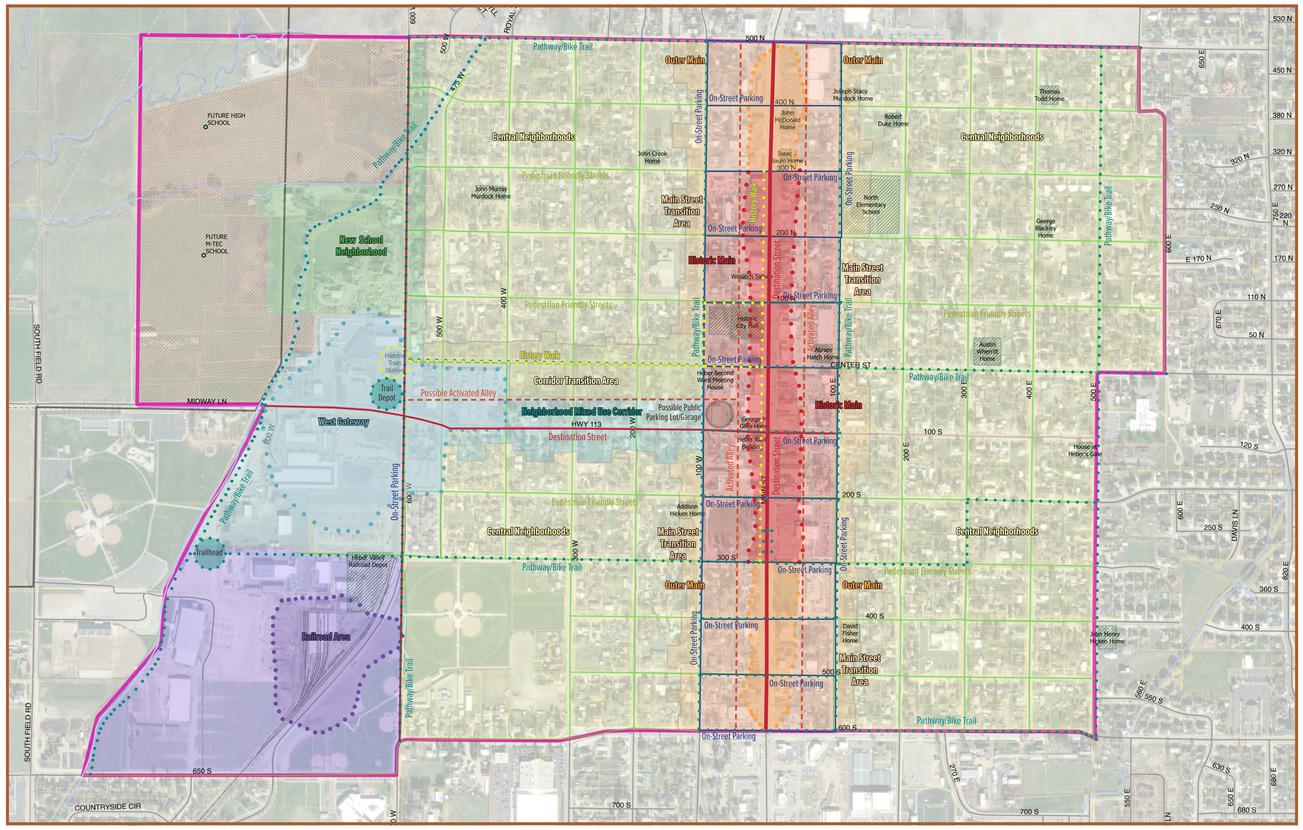
Visual
Style: classic materials and features, modern/clean lines
Preferred building materials: brick, wood/composite siding, sandstone, timbers
Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)









DEFINITIONS

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Legend

- Historic Buildings
- Potential Bypass
- RAIL LINES
- STREAMS
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- BIKE_PED_STREET
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- HISTORIC_MAIN_STREET
- MAIN_STREET_OUTER_NORTH
- MAINSTREET_OUTER_SOUTH

0 500 1,000 2,000 3,000 4,000 Feet

MAIN STREET DISTRICT

Main Street is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Main (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Main (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Main. The District as a whole features Main Street destination branding and beautification.

HISTORIC MAIN | OUTER MAIN | MAIN STREET TRANSITION AREA

Historic Main = 300 North to 300 South | Outer Main = north of 300 North and south of 300 South

Character
Highly active destination Main Street featuring live/work/play/shop/dine/gather opportunities; historic/classic architecture in Historic Main District and historic themed but more flexible architecture in outer Main.

Focus
Major focus on business and housing that supports shopping/dining/playing/gathering; Heber City Park, Civic Center Block, and Public Safety Block provide active park/plaza space for gathering

Features
Walkable streets, on-street parking district wide, alley pilot project(s) behind Main Street for a quiet dining/pedestrian experience, history walk on Main Street with a major feature at Civic Center Block, publicly owned historic buildings and places preserved, active destination public space at Heber City Park, Civic Center Block, and Public Safety Block

Placemaking
Benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Activity Spaces to Consider
Skating ribbon/rink, farmer's market, rock climbing wall/boulders, food truck court, food hall, concert/event amphitheater, fitness stations, water feature

Use Mix

Historic Main & Outer Main
Residential & Lodging: missing middle/multifamily, hotel
Civic
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Open Space: destination plaza/park
Commercial use required on Main Street-facing first floor facades in Historic Main, with limited percentage allowed for residential or office access doors
Residential allowed on Main Street-facing first floor facades in Outer Main

Main Street Transition Area
Residential: single family, missing middle
Accessory uses: home-based business, attached/detached accessory dwelling units,
Open space: pocket park/plaza

Parking
Striped on-street public parking district wide, private parking lots/garages but not fronting Main Street in Historic Main area, public parking lot/public parking garage possible in future phase

Building Height
Up to three stories allowed in Historic Main; with step backs up to four stories allowed
Up to four stories allowed in Outer Main with step backs for buildings over three stories; up to five stories allowed if incorporating additional design features and affordable housing (on site or off site)
Step backs required for buildings over three stories on Main Street
Step backs required for buildings over two stores adjacent to publicly-owned historic places
Building height transition required; buildings on 100 West/100 East frontages limited to three stories or less
Require other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts/plazas)

Visual Preferences
Style: mix of existing historic and new modern and traditional
Preferred building materials: brick, sandstone, glass, timbers, rock
Apply existing design standard for classic commercial requiring historic/classic commercial features (e.g. storefront), but with flexibility for a mix of styles, especially in Outer Main
Historic Main: increase existing design standards, and encourage a greater number of classical/historic building features











Step Back: a change in the vertical plane of multi-story buildings that preserves the pedestrian experience at sidewalk-level by setting the upper story building facade away from the street

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CENTRAL NEIGHBORHOODS DISTRICT

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR

Character
Quiet, pedestrian-friendly streets with a range of homes built across decades, supported by a neighborhood corridor that includes additional housing options and convenient neighborhood retail, restaurants, and services.

Focus
Residential, with some neighborhood retail and commercial along 100 South

Features
Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced

Use Mix

Neighborhoods
Residential: single family
Open Space: neighborhood park
Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots

Neighborhood Mixed Use Corridor
Residential & Lodging: missing middle multifamily, hotel
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (on commercial corners on 100 South)
Open Space: pocket park/plaza, neighborhood park
Parking: on-street public parking, private parking lots behind buildings

Corridor Transition Area (area between mixed use corridor and neighborhoods)
Residential: missing middle, single family
Open Space: pocket park/plaza, neighborhood park

Building Height
Up to three stories






ENVISION CENTRAL HEBER



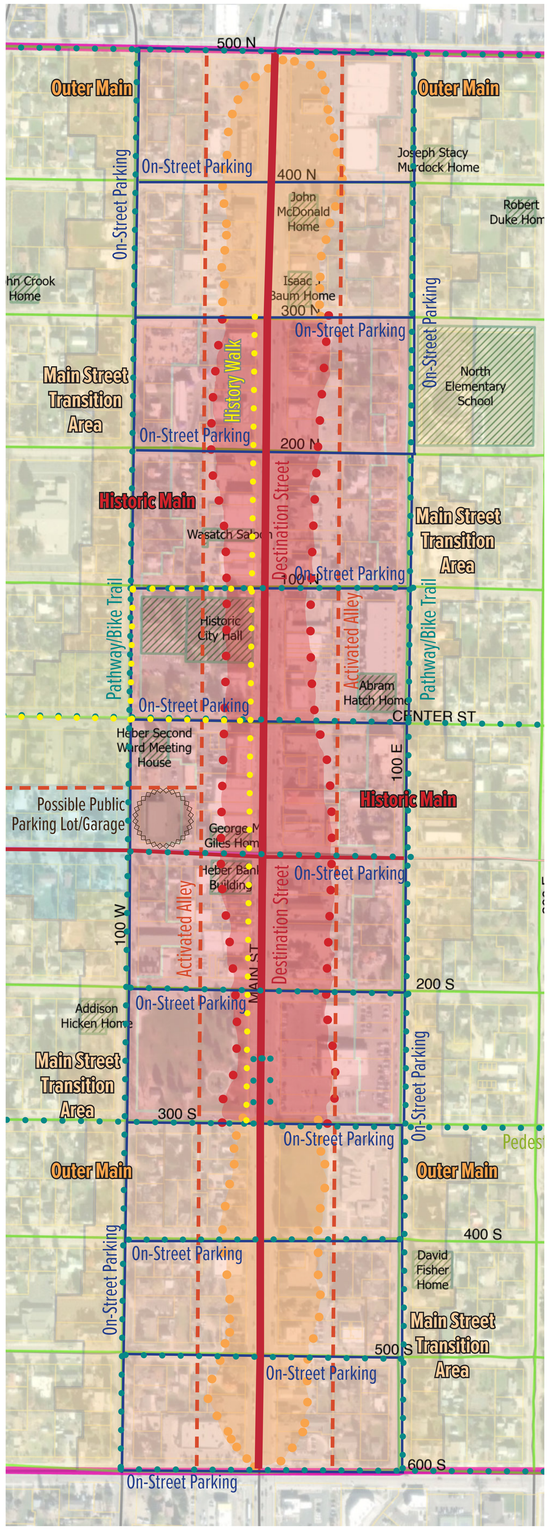
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As we grow, our Main Street District will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.

MAIN STREET DISTRICT VISION

Main Street is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Main (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Main (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Main. The District as a whole features Main Street destination branding and beautification.

ENVISION CENTRAL HEBER



HISTORIC MAIN | OUTER MAIN | MAIN STREET TRANSITION AREA

Historic Main = 300 North to 300 South | Outer Main = north of 300 North and south of 300 South

Character

Highly active destination Main Street featuring live/work/play/shop/dine/gather opportunities; historic/classic architecture in Historic Main District and historic themed but more flexible architecture in outer Main.

Focus

Major focus on business and housing that supports shopping/dining/playing/gathering; Heber City Park, Civic Center Block, and Public Safety Block provide active park/plaza space for gathering

Features

Walkable streets, on-street parking district wide, alley pilot project(s) behind Main Street for a quiet dining/pedestrian experience, history walk on Main Street with a major feature at Civic Center Block, publicly owned historic buildings and places preserved, active destination public space at Heber City Park, Civic Center Block, and Public Safety Block

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Activity Spaces to Consider

Skating ribbon/rink, farmer's market, rock climbing wall/boulders, food truck court, food hall, concert/event amphitheater, fitness stations, water feature

Use Mix

Historic Main & Outer Main
Residential & Lodging: missing middle/multifamily, hotel
Civic
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Open Space: destination plaza/park
Commercial use required on Main Street-facing first floor facades in Historic Main, with limited percentage allowed for residential or office access doors
Residential allowed on Main Street-facing first floor facades in Outer Main

Main Street Transition Area
Residential: single family, missing middle
Accessory uses: home-based business, attached/detached accessory dwelling units,
Open space: pocket park/plaza

Parking

Striped on-street public parking district wide, private parking lots/garages but not fronting Main Street in Historic Main area, public parking lot/public parking garage possible in future phase

Building Height

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DEFINITIONS

Activated Alley: extra-wide sidewalk or shared pathway, street trees, seating/eating space

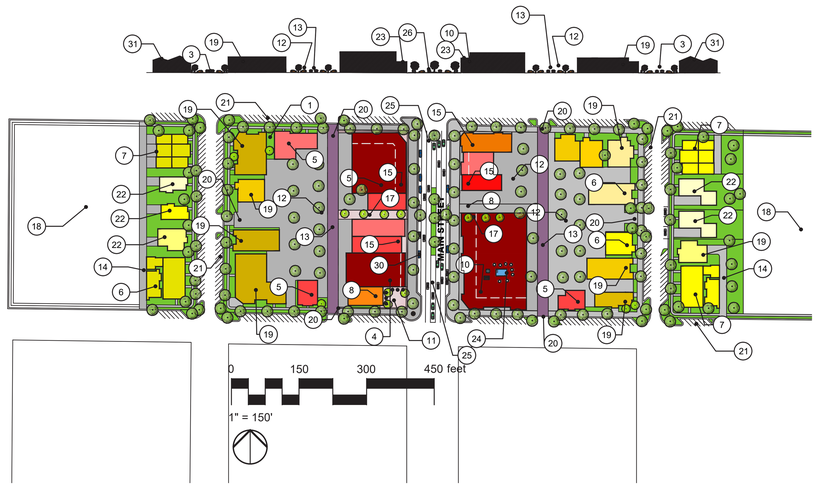
Destination Street: street with extra-wide sidewalk, street trees, seating/eating space, on-street parking

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes. Examples include town homes and mansion homes.

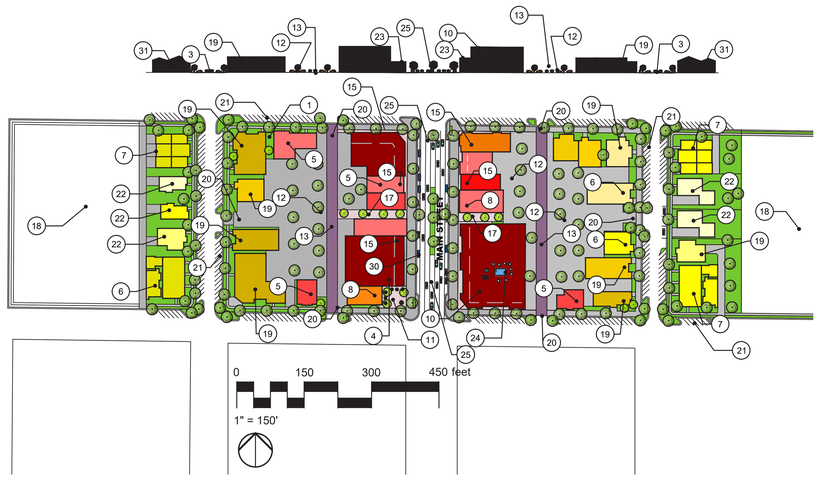
Pedestrian Friendly Street: street with wide sidewalk, street trees, on-street parking

Multifamily/Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).

HISTORIC MAIN STREET DISTRICT | MODEL BLOCK TYPE

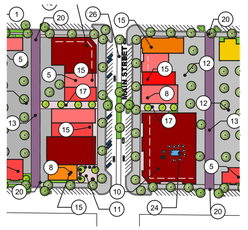


OUTER MAIN STREET DISTRICT | MODEL BLOCK TYPE



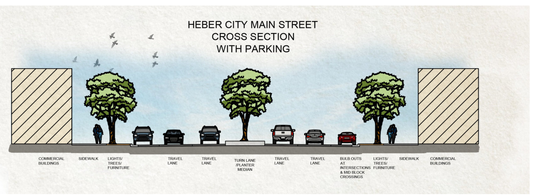
SYMBOL	DESCRIPTION
1	COMMON AREAS (LANDSCAPE, POCKET PARKS, COURTYARDS)
3	LOCAL STREET WITH ON STREET DIAGONAL PARKING
4	MIXED USE BUILDINGS (TYPICALLY RESIDENTIAL OR OFFICE OVER RETAIL)
5	COMMERCIAL BUILDING - FACING STREET WITH PARKING LOCATED TO THE SIDE OR REAR OF THE BUILDING
6	MISSING MIDDLE HOUSING (HOUSE SCALE, UNIT MIX IS TYPICALLY 3-5 PER BUILDING UP TO 12 UNITS A BUILDING)
7	MISSING MIDDLE HOUSING (TOWNHOMES, MANSION HOMES)
8	STAND ALONE COMMERCIAL (RESTAURANT, RETAIL, OFFICE)
10	POSSIBLE HOTEL/MIXED USE BUILDING. SETBACK FROM THREE STORIES TO FOUR STORIES. ROOF TOP AMENITIES.
11	PLAZA
12	SURFACE PARKING AREAS - INCLUDING LANDSCAPING, TREES, AND WALKS. WHENEVER POSSIBLE PARKING LOTS SHOULD BE SHARED AND CONNECT TO MUTIPLE LOTS AND BUILDINGS.
13	PARKING ALLEY USED FOR PEDESTRIANS AND VEHICLES. POTENTIAL USES MAY INCLUDE VEHICLES AND PEDESTRIANS DURING WEEK AND PEDESTRIAN ONLY ON WEEKEND OR EVENTS.
14	RESIDENTIAL ALLEY - PROVIDING ACCESS TO GARAGES, FLAG LOTS, AND ADUS.
15	MAIN STREET BUILDINGS - POSSIBLE MIXED-USE. THREE STORIES ALLOWED ON MAIN AND SETBACK TO GO TO FOUR STORIES.
17	PEDESTRIAN ALLEY CONNECTING BACK ALLEY AND PARKING TO MAIN STREET. ALLEY CAN BE USED FOR OUTDOOR DINING AND EVENTS.
18	EXISTING CENTRAL HEBER RESIDENTIAL NEIGHBORHOODS. MINIMAL CHANGE.
19	COMMERCIAL BUILDING COMPATIBLE IN SCALE AND DESIGN WITH MISSING MIDDLE HOUSING. BUILDINGS SHOULD BE CLOSE TO THE STREET WITH PARKING ON THE SIDE OR REAR.
20	PARKING ENTRANCES (NOT ON ARTERIAL STREETS)
21	DIAGONAL PARKING CENTRAL HEBER STREETS
22	SINGLE FAMILY HOMES
23	BUILDING STEPBACK. MAIN STREET AT 2-3 STORIES BEFORE GOING HIGHER.
24	POSSIBLE ROOF TOP AMENITIES.
25	MAIN STREET W/ FOUR TRAVEL LANES, PARALLEL PARKING AND ONE TURNING LANE/PLANTING MEDIAN. MORE TRAVEL LANES FOR VEHICLES, NARROWER SIDEWALKS AND LESS ON STREET PARKING.
26	MAIN STREET W/ TWO TRAVEL LANES, DIAGONAL PARKING, AND SIDEWALKS. THIS OPTION IS ONLY POSSIBLE AFTER THE UDOT BYPASS IS COMPLETED. THE RESULTS INCLUDE WIDER SIDEWALKS, MORE ON-STREET PARKING, SLOWER SPEEDS AND A STREETSCAPE MORE SUITED TO PEDESTRIANS.
30	ON-STREET PARALLEL PARKING
31	SINGLE FAMILY OR MISSING MIDDLE HOUSING (COMPATIBLE IN SCALE AND DESIGN WITH SINGLE FAMILY RESIDENTIAL)

MAIN STREET MORE WALKABLE ALTERNATE



MAIN STREET CROSS SECTIONS







DOWNTOWN ADJACENT STREET CROSS SECTION



WHAT COULD MAIN STREET BE LIKE IN 2050?

Implementing a community vision is a long-term endeavor. Imagine what Heber could be like in 2050 if we take a proactive approach to growth in coming decades. Our vision is a centers strategy. We want to focus growth in areas that are most appropriate, so we can take some pressure off surrounding open lands and beloved neighborhoods. The Main Street District is our primary center, the heart of our community and region.

ENVISION CENTRAL HEBER









WE CELEBRATE AND NURTURE OUR COMMUNITY IN OUR MAIN STREET DISTRICT

As we grow, our Main Street District will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.

Current aerial photograph of the Main Street District between Main Street & 900 West, from City Park looking north; vision concept in illustration above and zoomed in below.







WE CELEBRATE LIFE TOGETHER

We cherish time with family and friends, and a community-friendly alley off Main Street provides space without the noise of traffic to enjoy time together, whether enjoying family fun at a market, an outdoor movie, or simply getting together for a meal with long-time friends.



Current aerial photograph of the Main Street District, looking south, with the blocks between 100 East and Main Street in the foreground; vision concept in illustration above; vision concept zoomed in below, looking northwest toward the Main Street and 100 South intersection.

WE CELEBRATE THE HEART OF OUR REGION

As we grow, our Main Street District continues providing our economic energy, featuring new places to live and work, set among ample space to get outside and see outside. While we foster a vibrant economy and provide more options for living in the heart of our city, we maintain space to enjoy the views and outdoor lifestyle that people in Heber love.



WE CELEBRATE OUR HERITAGE

We reflect on, remember, and celebrate Heber's heritage at Civic Center Block, highlighting the historic tabernacle and theater, daylighting Lake Creek, and creating interpretive elements commemorating our history. This space is also the center of our history walk which runs along Main Street and then along Center Street, ending at the historic depot building.

Current aerial photograph of the Civic Center Block, location of the historic tabernacle; vision concept for Civic Center Block in illustration above; vision concept zoomed in below, looking at a new public arts/history building and interpretive features.





A new building featuring public meeting and arts space complements the existing historic tabernacle and new outdoor elements highlighting our history. The creek reminds us of our ties to the nature around us.



A pedestrian-friendly Main Street concept.



Current aerial photograph of the Public Safety Block; vision concept for the Public Safety Block in illustration above; vision concept zoomed in below.

WE CELEBRATE COMMON SPACES

Rather than developing all of the green space on the Public Safety Block, this concept preserves a large plaza for enjoying a meal in the shade or strolling through an exhibition or year round farmer's market out of the weather. The trees and buildings along the perimeter reduce traffic noise and provide space for a plaza, food hall, meeting rooms, or other amenities.



A pedestrian-friendly concept for side streets.



WE CELEBRATE OUR PUBLIC SPACES

Our Civic Block, Public Safety Block, and our streets—including Main Street and adjacent side streets—all demonstrate care for our city and attention to maintaining high quality public spaces that people can use and enjoy.

RECREATION & TOURISM DISTRICT VISION

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional recreation and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

ENVISION CENTRAL HEBER

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA

Character

An outdoor-oriented district that lets Main Street shine while supporting local recreational activities and regional recreational destination pursuits.

Focus

Outdoor and recreational lifestyle

Features

Flex-space lifestyle center and gathering area; trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals and repair; potential shuttle to Main Street, pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking

Wide sidewalks, benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Use Mix

West Gateway
Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial

Civic: cultural assembly, performance and/or museum

Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)

Open Space: active plaza, pocket park, conservation garden

Parking: on-street public parking areawide, private parking lots

Railroad Area
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office

Parking: on street public parking areawide, private parking lots

New School Neighborhood
Residential: missing middle, multifamily

Open Space: neighborhood park

Building Height

West Gateway
Up to four stories

Step backs required for buildings over three stories

Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

Railroad Area:
Up to two stories

New School Neighborhood:
Up to three stories

Visual

Style: classic materials and features, modern/clean lines

Preferred building materials: brick, wood/composite siding, sandstone, timbers

Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)



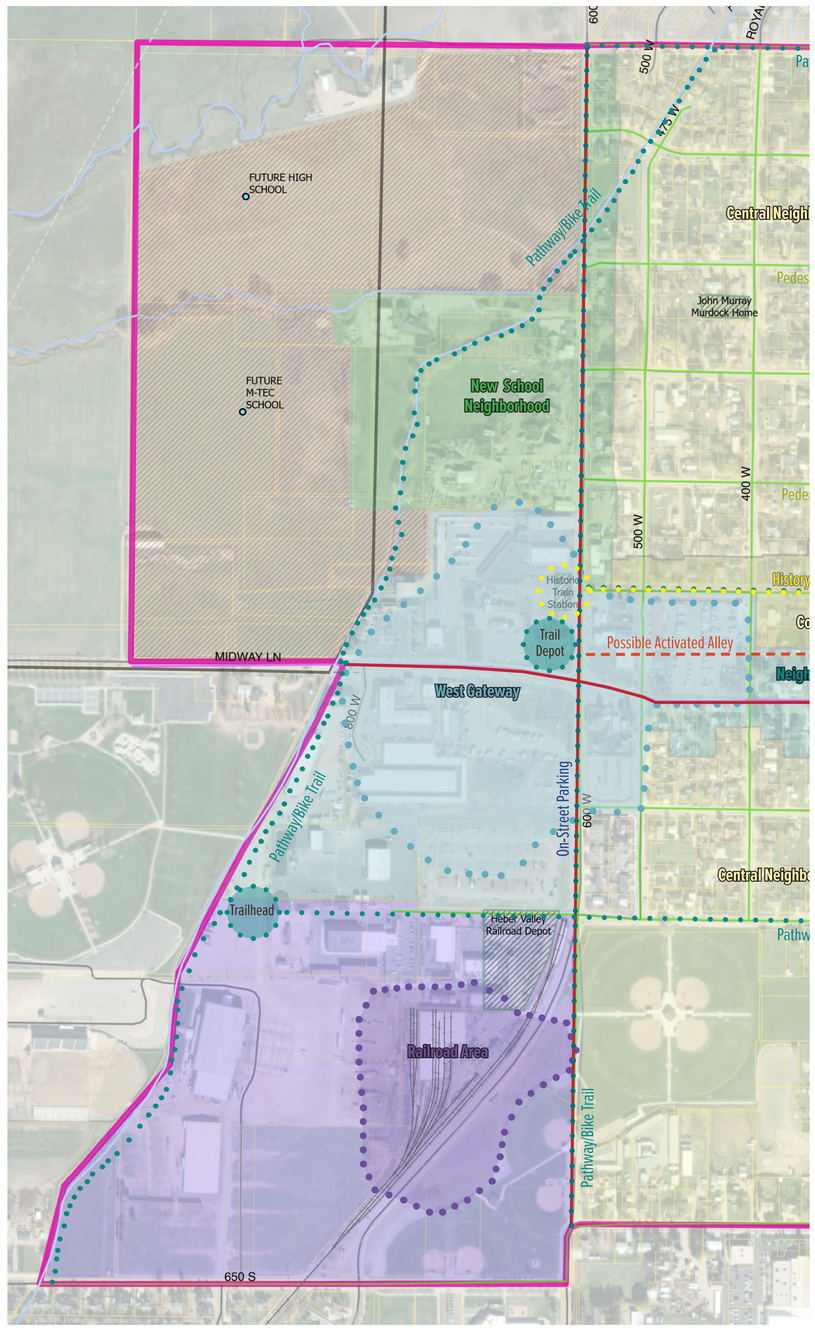










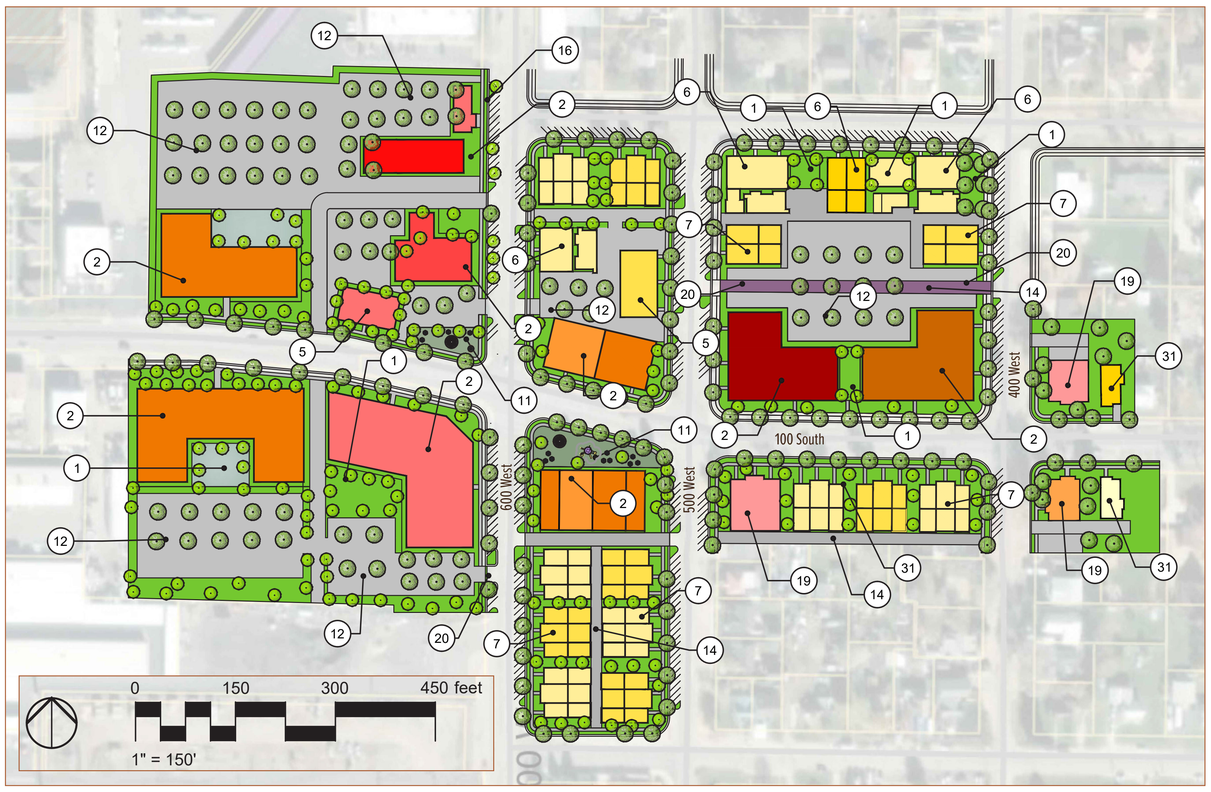


DEFINITIONS

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes. Examples include town homes and mansion homes.

Multifamily/Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).

WEST GATEWAY CONCEPT

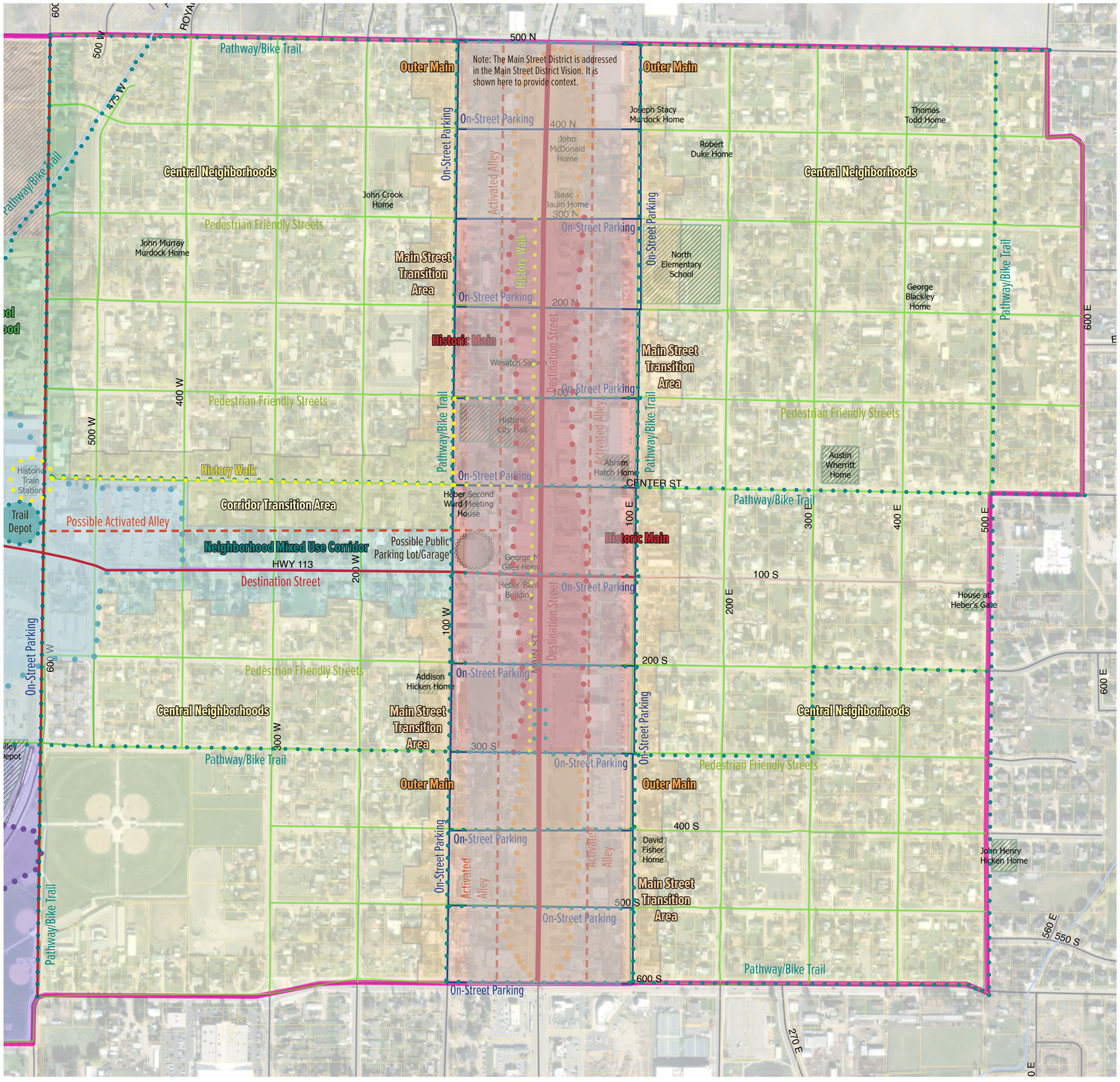


SYMBOL	DESCRIPTION
1	COMMON AREAS (LANDSCAPE, POCKET PARKS, COURTYARDS)
2	BUILDINGS (OPTIONS INCLUDE: MIXED USE, COMMERCIAL, HOTEL OR APARTMENTS)
5	COMMERCIAL BUILDING - FACING STREET WITH PARKING LOCATED TO THE SIDE OR REAR OF THE BUILDING
6	MISSING MIDDLE HOUSING (HOUSE SCALE, UNIT MIX IS TYPICALLY 3-5 PER BUILDING UP TO 12 UNITS A BUILDING)
7	MISSING MIDDLE HOUSING (TOWNHOMES, MANSION HOMES)
11	PLAZA
12	SURFACE PARKING AREAS - INCLUDING LANDSCAPING, TREES, AND WALKS. WHENEVER POSSIBLE PARKING LOTS SHOULD BE SHARED AND CONNECT TO MUTIPLE LOTS AND BUILDINGS.
14	RESIDENTIAL ALLEY - PROVIDING ACCESS TO GARAGES, FLAG LOTS, AND ADUS.
16	HISTORIC TRAIN BUILDING - TO BE PRESERVED IF POSSIBLE. POTENTIAL USES INCLUDE MUSEUM, RESTAURANT, OFFICE, OR RETAIL.
19	COMMERCIAL BUILDING COMPATIBLE IN SCALE AND DESIGN WITH MISSING MIDDLE HOUSING. BUILDINGS SHOULD BE CLOSE TO THE STREET WITH PARKING ON THE SIDE OR REAR.
20	PARKING ENTRANCES (NOT ON ARTERIAL STREETS)
31	SINGLE FAMILY OR MISSING MIDDLE HOUSING (COMPATIBLE IN SCALE AND DESIGN WITH SINGLE FAMILY RESIDENTIAL)

CENTRAL NEIGHBORHOODS VISION

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

ENVISION CENTRAL HEBER



MODEL BLOCK TYPE | NEIGHBORHOOD MIXED USE CORRIDOR

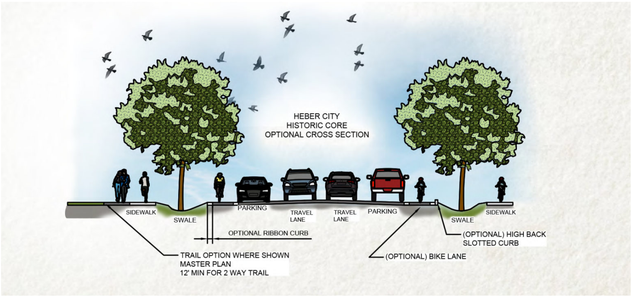


0 150 300 450 feet

1" = 150'

SYMBOL	DESCRIPTION
3	LOCAL STREET WITH ON STREET DIAGONAL PARKING
6	MISSING MIDDLE HOUSING (HOUSE SCALE, UNIT MIX IS TYPICALLY 3-5 PER BUILDING UP TO 12 UNITS A BUILDING)
7	MISSING MIDDLE HOUSING (TOWNHOMES, MANSION HOMES)
8	STAND ALONE COMMERCIAL (RESTAURANT, RETAIL, OFFICE)
14	RESIDENTIAL ALLEY - PROVIDING ACCESS TO GARAGES, FLAG LOTS, AND ADUS.
19	COMMERCIAL BUILDING COMPATIBLE IN SCALE AND DESIGN WITH MISSING MIDDLE HOUSING. BUILDINGS SHOULD BE CLOSE TO THE STREET WITH PARKING ON THE SIDE OR REAR.
22	SINGLE FAMILY HOMES
27	DETACHED ACCESSORY DWELLING UNIT
28	ATTACHED ACCESSORY DWELLING UNIT
29	FLAG LOT
30	ON-STREET PARALLEL PARKING

CENTRAL NEIGHBORHOODS CONCEPTUAL STREETS CROSS SECTION



CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR

Character
Quiet, pedestrian-friendly streets with a range of homes built across decades, supported by a neighborhood corridor that includes additional housing options and convenient neighborhood retail, restaurants, and services.

Focus
Residential, with some neighborhood retail and commercial along 100 South

Features
Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced

Use Mix

Neighborhoods
Residential: single family

Open Space: neighborhood park

Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots

Neighborhood Mixed Use Corridor
Residential & Lodging: missing middle multifamily, hotel

Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (on commercial corners on 100 South)

Open Space: pocket park/plaza, neighborhood park

Parking: on-street public parking, private parking lots behind buildings

Corridor Transition Area (area between mixed use corridor and neighborhoods)
Residential: missing middle, single family

Open Space: pocket park/plaza, neighborhood park

Building Height
Up to three stories






DEFINITIONS

Activated Alley: extra-wide sidewalk or shared pathway, street trees, seating/eating space

Destination Street: street with extra-wide sidewalk, street trees, seating/eating space, on-street parking

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes. Examples include town homes and mansion homes.

Pedestrian Friendly Street: street with wide sidewalk, street trees, on-street parking

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	Zone Change for Property located at approximately 801 South 100 West
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Ben Witt, owner of two existing duplexes at approximately 801 South 100 West, has approached the City about potentially rezoning the property to permit a new mixed-use building. This initial visit with Council is simply to see if Council supports the application proceeding to the Planning Commission for further study.

RECOMMENDATION

Mr. Witt has formally applied for a zone change. Staff recommends the City proceed forward with his application. The zone change process includes a public hearing with the Planning Commission and ends with negotiations with the City Council in formulating the terms of a development agreement and adoption of a formal ordinance. Staff recommends Council authorize staff to proceed with a zone change/MDA process.

Council does not need to have a formal vote on the issue at this time. If Council supports pursuing an MDA, the terms can be discussed after the Planning Commission reviews the issue.

BACKGROUND

The property contains two duplexes (4 dwelling units). The duplexes are tired and could use an update or replacement. The owner is considering the potential for the property to contain a 3-story building with apartments, potentially with some commercial uses on the main floor. The property is located within the R-2 Residential Zone, which does not permit such a building, and would require a zone change to accommodate the proposed use.

DISCUSSION

Pros
The proposed development gives the opportunity for the City to acquire right of way for a needed future street connection to Main Street, promotes redevelopment of tired buildings and promotes redevelopment in area walkable to shopping facilities.
Cons
None identified

One of the benefits to the zone change is the ability for the City to negotiate for right of way for a future street through the site (see attached power point for location). The future street will provide an important street connection to improve traffic flow in the area.

After the zone change/MDA process is complete, the City Council makes for the final decision. After that, the remaining process would include:

1. Detailed Commercial Site Plan Approval;
2. Dedication of right of way;
3. Building demolition;
4. Combination of Lot 5 & 6 of Hawbrook Lane Subdivision Plat A; and
5. Building Permit.

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Wittco Existing Improvements
2. Wittco Preliminary Layout
3. Wittco Aerial Photo Concept
4. CC-09-05-23-wittco presentation-alk



LEGEND

- = FOUND PROPERTY MARKER
- = REPRESENTS PROPERTY LINE
- = SURVEY CONTROL POINT
- = EXISTING WATER METER
- = EXISTING WATER VALVE
- = EXISTING SEWER MANHOLE
- = PHONE UTILITY SERVICE
- = ELECTRIC METER
- = WOOD/VINYL FENCE
- = EXISTING TREE
- = EXISTING PINE TREE

DRAWING TITLE

TOPOGRAPHIC SITE SURVEY

CLIENT CONTACT

BENJAMIN WITT

LOT 5&6, HAWBROOK LANE PLAT "A" LOCATED WITHIN, WSATCH COUNTY, UTAH. A PART OF THE S.E. 1/4 SEC. 6, T. 4 S., R. 5. E. S.L.B.&M.

PROPERTY DESCRIPTION

Lot 5, Hawbrook Lane Plat A on file within the official records of Wasatch County, Utah.
Containing 0.33 +/- Acres

Lot 6, Hawbrook Lane Plat A on file within the official records of Wasatch County, Utah.
Containing 0.34 +/- Acres

SURVEYOR'S NARRATIVE

This Survey was performed at the request of Benjamin Witt For the purpose to locate contours and elevations of the ground in relationship to the intended positioning of this lot. Also for the possible purpose of lot sales, future building and landscaping.

Shown are One foot Contours Highlighted at Five foot Intervals as labeled. Found section corners, centerline of road location and monumentation have been tied, utilized and shown on this survey. The elevation base is determined by the field G.P.S. Projection Based on Utah North NAD 1983 Projection then rounded off to the nearest 10 foot mark for a more efficient Bench Mark base. The project bench mark is 5630.00' = Found sewer man hole located near the intersection of 100 West and 850 South near the frontage of this lot as shown.

NOTE:

1. Surveyor has made no investigation or independent search for easements of record encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a currant title insurance policy.

2. See city and county planning, and zoning maps for information regarding setback, side yard, and rear yard instances as well as other building, use restrictions, and requirements.

3. Utility pipes, wires etc. may not be shown on this map, contractors builders and excavators shall verify the location of all existing utilities prior to construction, and/or excavation. Contact blue stakes and refer to utility maps for additional information.

4. Subdivision plat notes, pertaining to this lot and other restrictions obligations, convents etc., that may effect the design and use of this lot, see subdivision.

5. This is not a boundary survey, no corners have been set, this plat is intended for design review and approval purposes.

SURVEYOR'S CERTIFICATE

I, R. Shane Johanson, do hereby certify that I am a Professional Land Surveyor, holding certificate No. 7075114 as prescribed under the laws of the State of Utah. I further certify that by the owners' authority, I have made a survey of the tract of land shown on this plat and described hereon. The same has been correctly surveyed and referenced with ground measurements and other data as shown on this plat. This survey retraces lot/deed lines and may have corrected said lot/deed lines to coincide with found evidence and other interpolations and conclusions, based on said ground measurements, data surveys and other information and records. Furthermore, other unwritten rights of ownership or lines of occupation may have implied rights or may exist, and in conducting this survey and preparing this plat it is expressly understood that I do not warrant or certify any of those rights unless evidence and records of agreements or acts among the appropriate parties are provided to me sufficient to establish the existence and position of those lines.

REVISIONS:

REV #	DESCRIPTION	DATE

JOHANSON SURVEYING
PROFESSIONAL LAND SURVEYORS
SURVEY• DESIGN• SEPTIC• PLANNING

P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

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STAMP

STATE OF UTAH
No. 7075114
R. SHANE JOHANSON
PROFESSIONAL LAND SURVEYOR

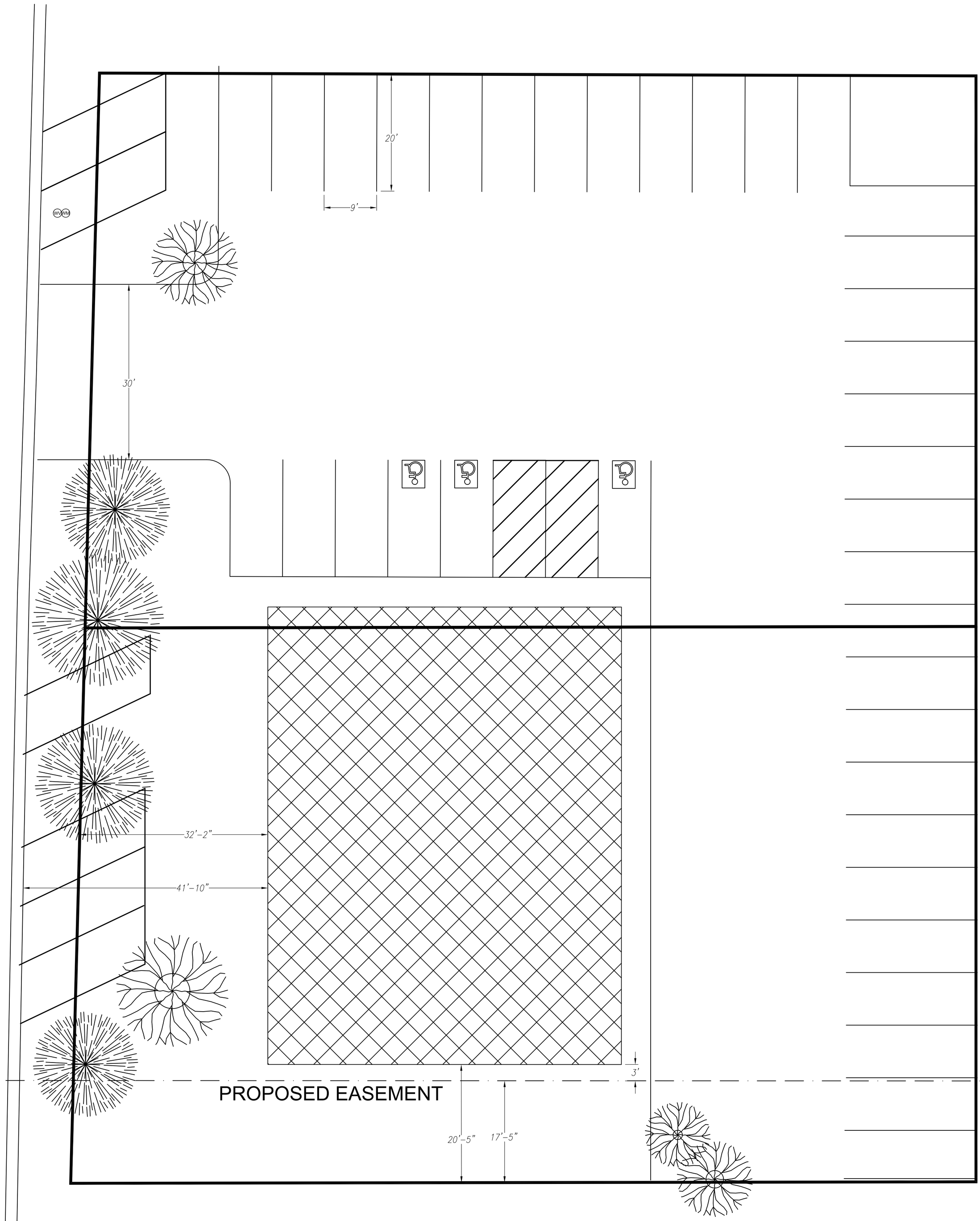
PROJECT NO. S-23-078

DATE: 7-27-2013

DRAWN BY: NATHAN BSEISO O.S.P. III

OVERSEEN BY: SHANE R. JOHANSON P.L.S.

SHEET NUMBER SHEET-1


20’
9’
30’
32’–2”
41’–10”
3’
PROPOSED EASEMENT
20’–5”
17’–5”



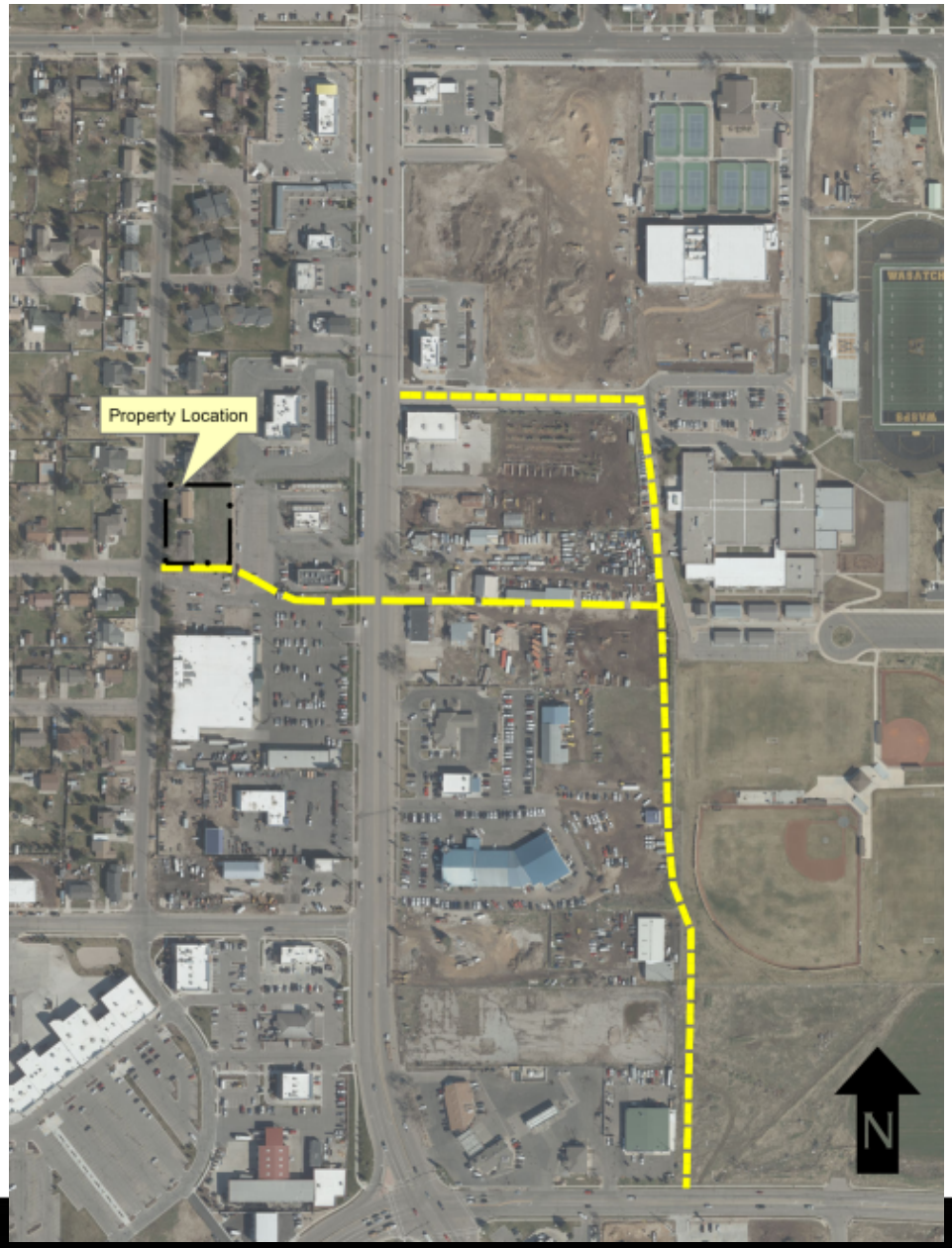
Wittco Rezone

September 5, 2023

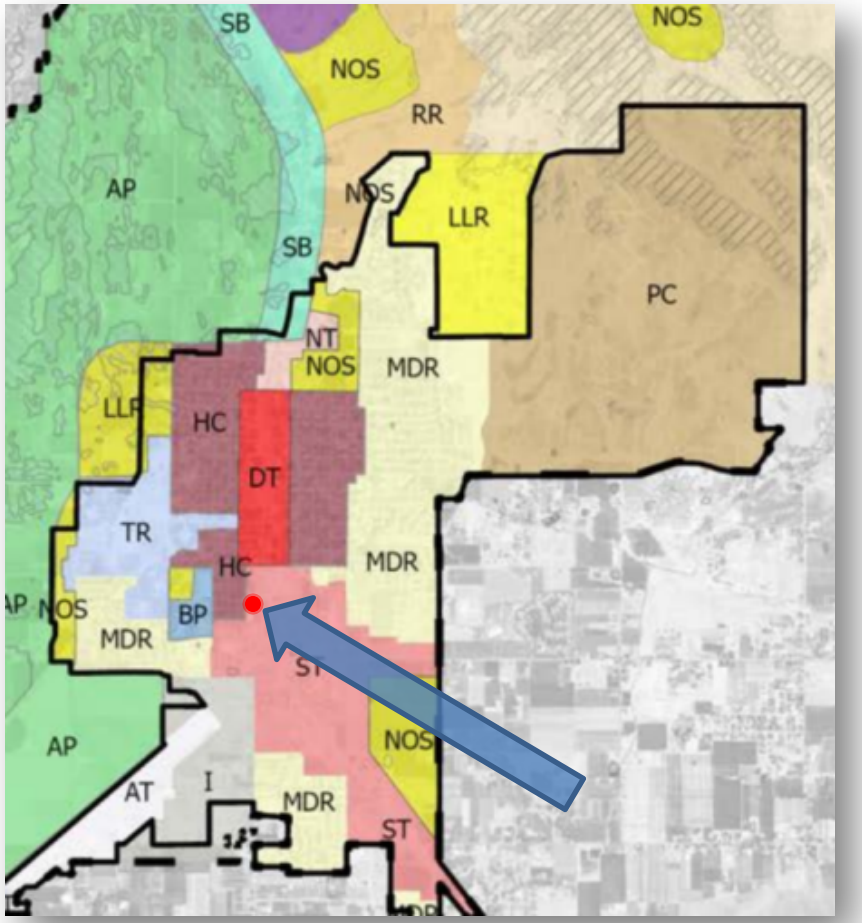
Petitioner: Ben Witt

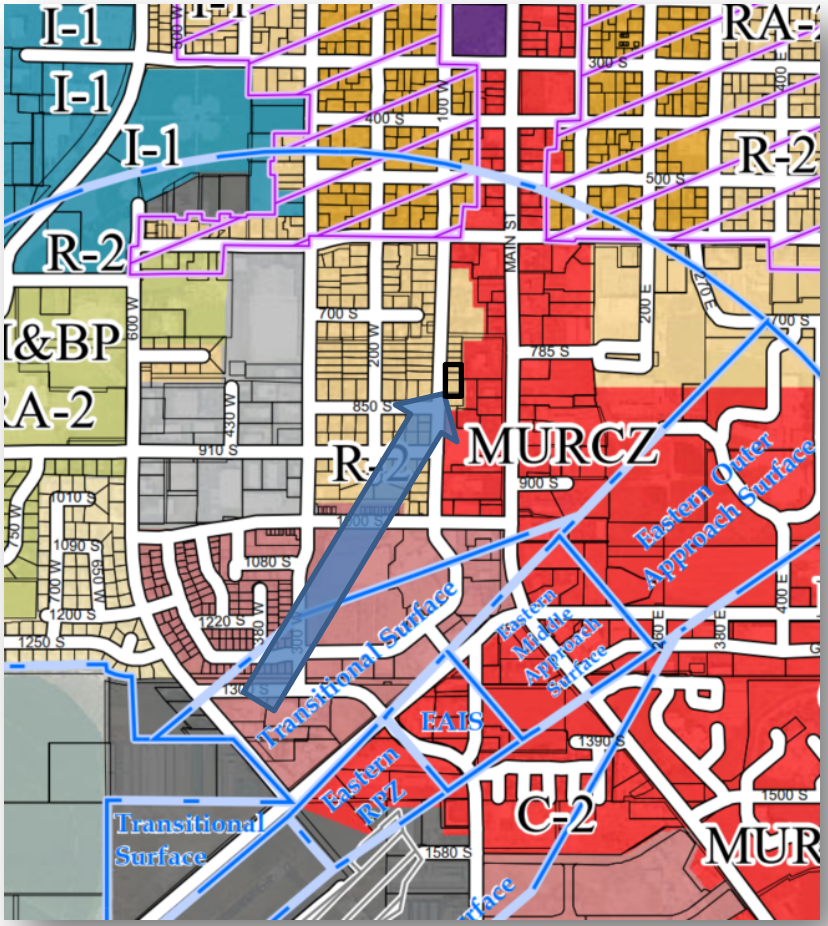


Vicinity Map

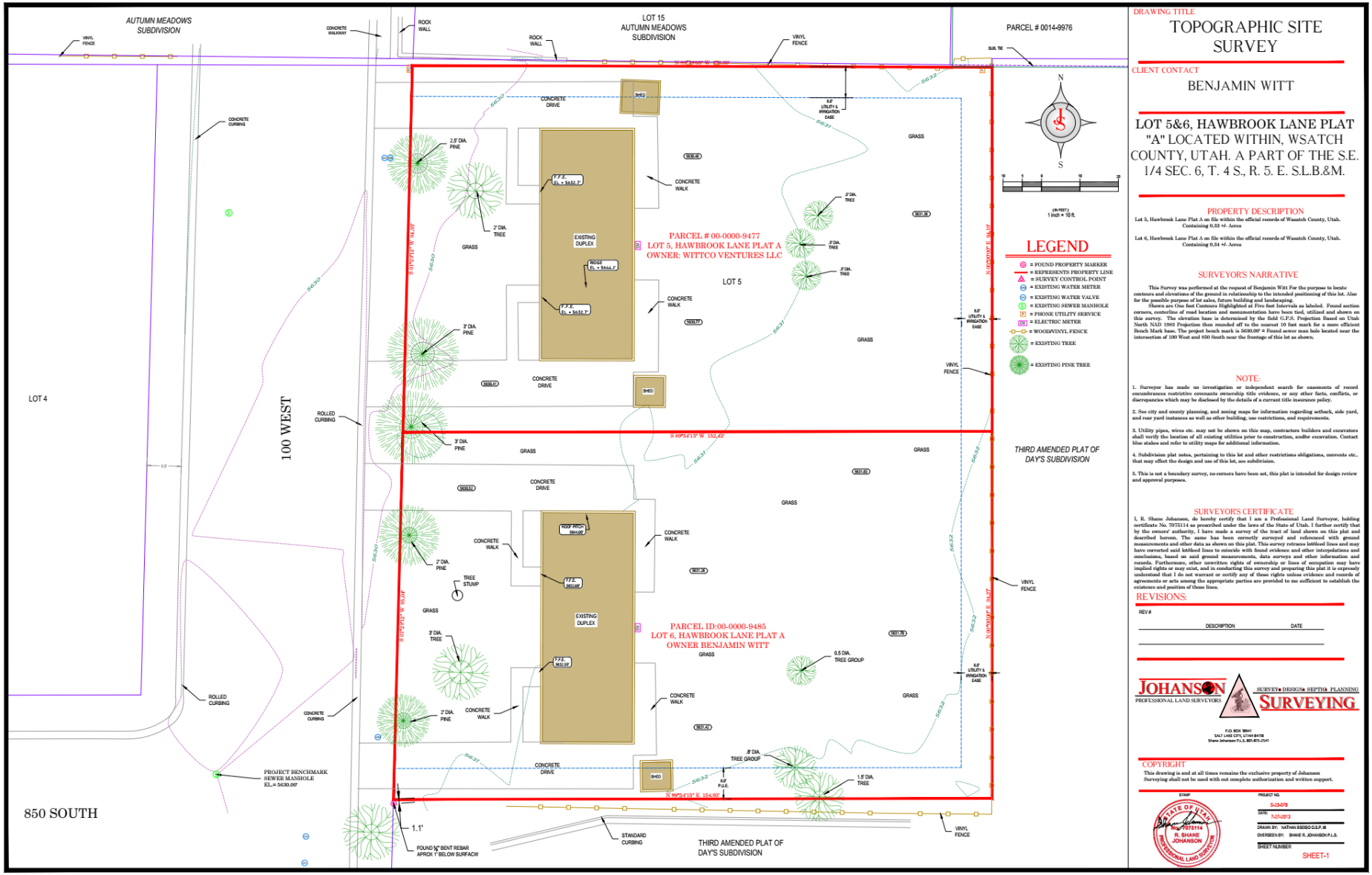


General Plan & Zoning Map





Existing Improvements



DRAWING TITLE

TOPOGRAPHIC SITE SURVEY

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JOHANSON SURVEYING
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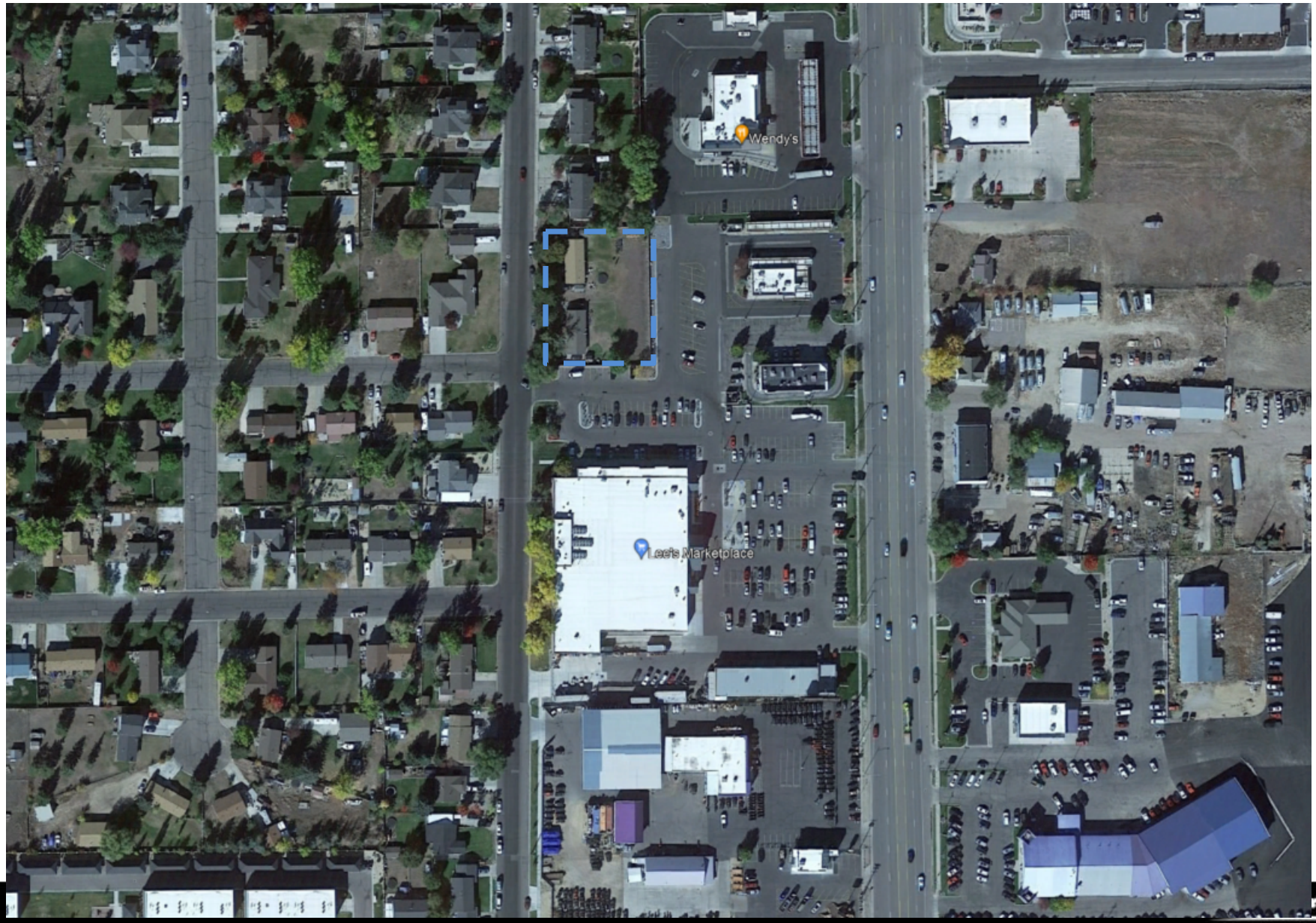
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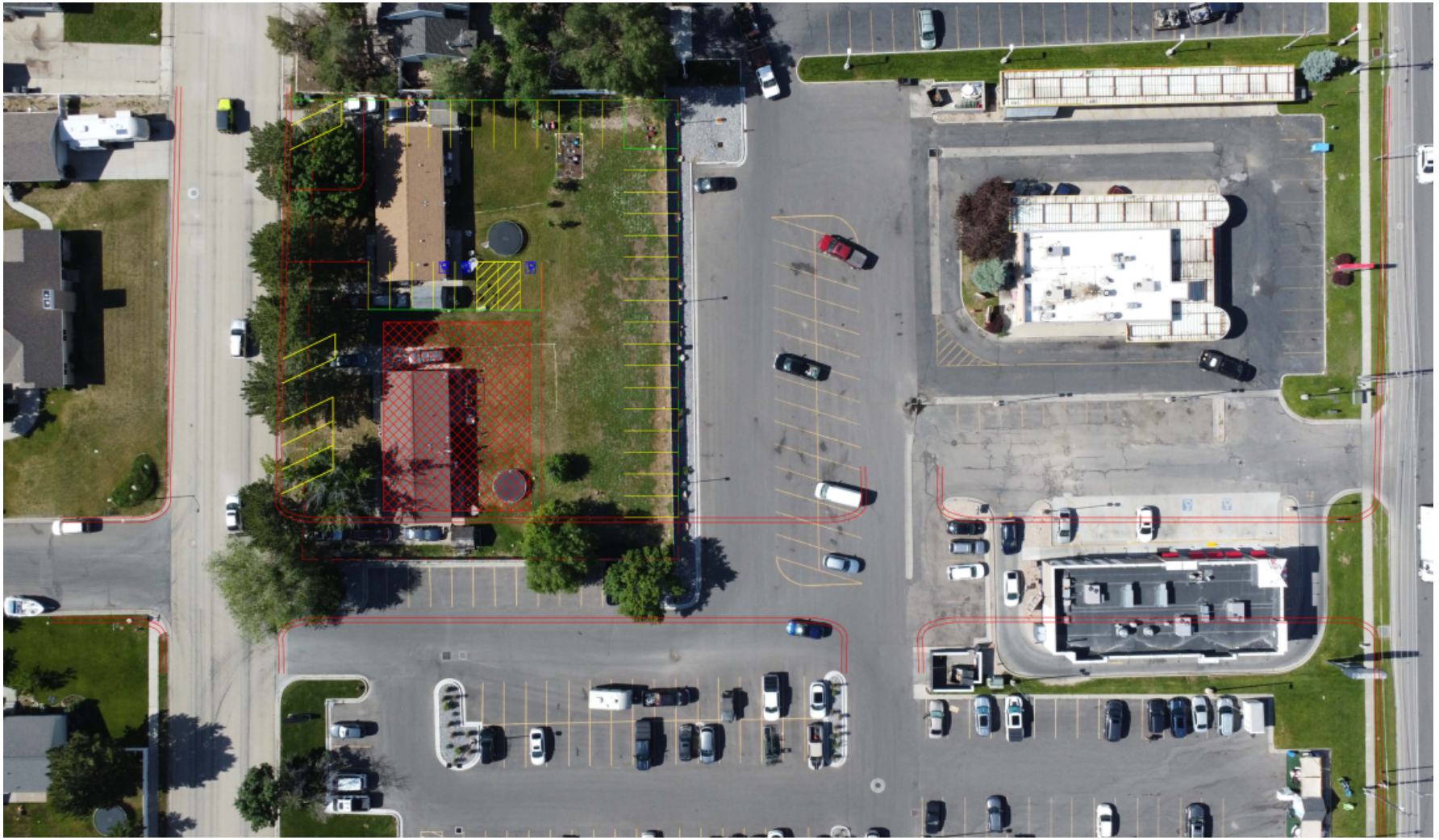
STAMP: STATE OF UTAH — No. 7075114 — R. SHANE JOHANSON — PROFESSIONAL LAND SURVEYOR

PROJECT NO. 5-23-078
DATE 7-27-2013
DRAWN BY: NATHAN BEEBO O.S.P. III
OVERSEEN BY: SHANE R. JOHANSON P.L.S.
SHEET NUMBER SHEET-1

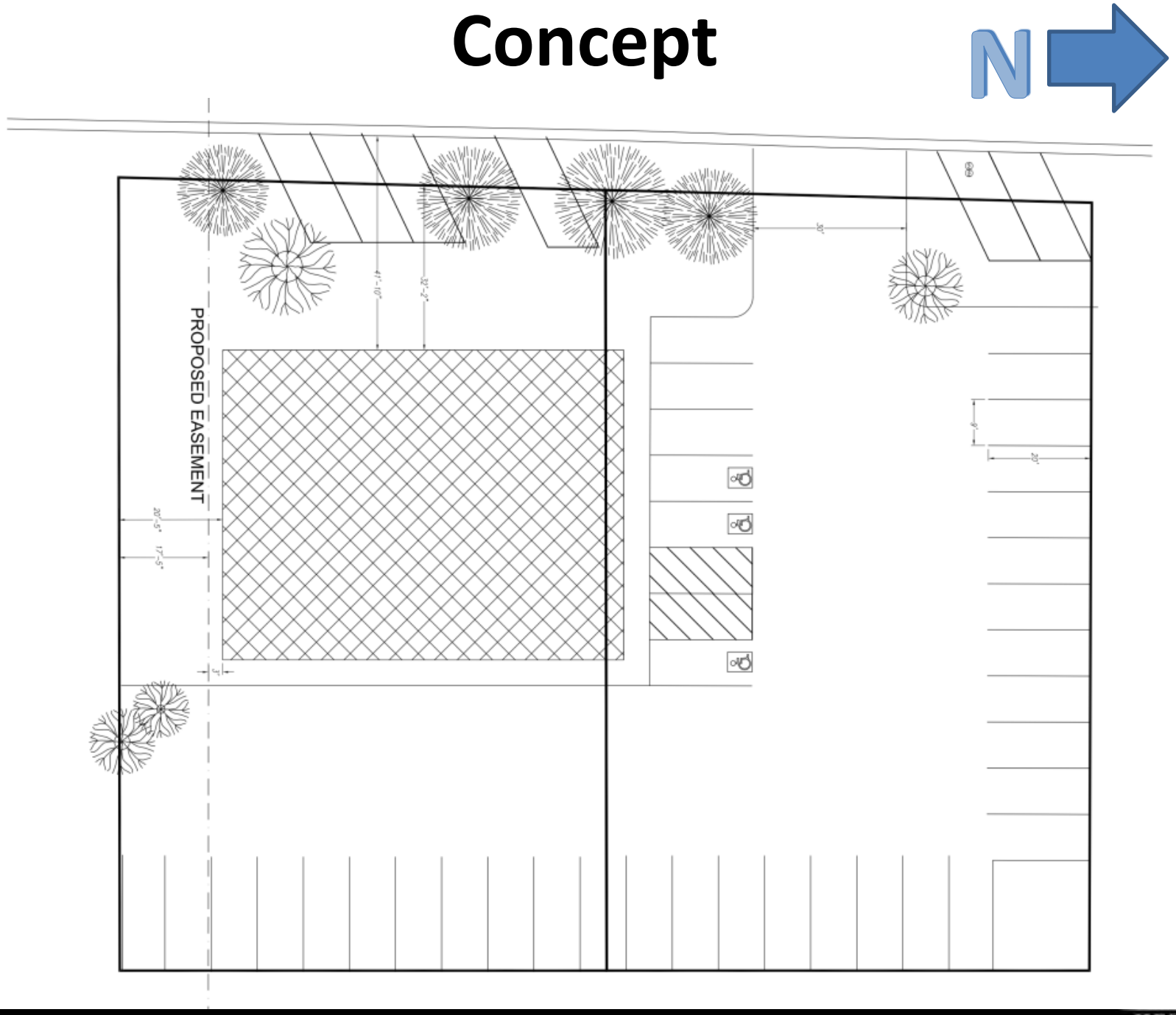
Aerial Photo



Aerial Photo Concept



Concept



Proposed Development Details

- Area: 0.67 acres
- Current Density: 6 DU/acre
- Proposed Density: 19-30 DU/acre
- **Current Zone: R-2 Residential**
  - 8,000 sf min
  - 80’ frontage min
  - 4.1 DU/acre max
- **General Plan: ST District**
  - Commercial, Residential
  - 14 to 20 DU/acre

Policy Questions

Does Council support the petitioner pursuing a development agreement/zone change for the proposed development?

Heber City Council Staff Report

MEETING DATE: 9/5/2023
SUBJECT: Revised Personnel Policies & Procedures Handbook
RESPONSIBLE: Jeremy Cook, Cherie Ashe
DEPARTMENT: Human Resources
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

A recent Heber City Personnel Policy audit found that a thorough review and update were warranted. The policy has been reviewed by the City's HR consultant, HR Manager, Personnel Committee, and, City Attorney. The review provided clarification of policies and procedures for all staff members, including definitions, applicability, operations, and matters concerning personnel issues. Consistency in applying policies and procedures is essential for maintaining a professional work environment with clearly stated expectations.

RECOMMENDATION

Conduct review of recommended changes and consider approval at regular meeting.

BACKGROUND

In March 2022, Heber City contracted with Facile HR for an internal HR audit. The primary objective was to assess the design and effectiveness of the internal controls in place and to assess Heber City's compliance with state and federal laws, rules, and other policies and procedures. The audit results indicated many outdated items, such as adding Juneteenth as a recognized holiday and lacking current legislation like protections for lactating mothers and the addition of a Human Resources Manager rather than the City Recorder functioning as such.

DISCUSSION

Below are some highlighted changes for amending current policies.

- Section 1.6 added Employee Code of Ethics
- Section 2.4 Sexual or Gender-Based Harassment
- Section 8.2 Safety Officer and Safety Committee
- Section 8.3 Records and Reports added Worker's Compensation reporting procedures
- Section 8.8 Reporting Accidents and Near-Misses added
- Section 8.9 added Fit for Duty
- Article 9 Termination of Employment added At Will Employment status
- Section 9.6 Reduction in Workforce added
- Article 10 Disciplinary Procedures updated
- Section 10.2 Types of Disciplinary Action defined

- Section 10 changed from Pre-Termination Hearing to 10.3 Disciplinary Due Process
- Article 11 Grievance Procedure multiple changes
- 13.7 Merit Salary Adjustment A. changed from July to January
- 13.8 added 'COLA for all employees effective on the first full pay period of the fiscal year'
- 13.14 deleted 'self-inflicted injuries do not qualify for sick leave pay'
- 13.17 updated FMLA to delete 'if both spouses are employed by the City, the FMLA is limited to 12 weeks total for new child'
- 13.21 deleted B. requiring employees to use leave without pay prior to using paid Vacation or Comp Time.
- 'Classified' is now 'Hourly' employee
- Section 13.24 Leave Without Pay added 'the employee's supervisor must approve the leave as well as the City Manager'
- Section 13.25 added 'Lactation/Breast Feeding'
- Section 14.17 added 'Social Media'
- Section 14.18 added 'Telecommuting' (Remote work)
- Section 14.19 added 'Outside Employment Disclosure'
- Section 13.27 deletes lump sum cash payment equal to 90 calendar days aggregate salary if the Mayor or City Manager terminates an employee.

Key changes include:
Section 8.2 The renewed Safety Committee members and Safety Officer now meet consistently to discuss all reportable Worker's Compensation accidents, near-misses, and potential hazards in the workplace. The Committee members also promote rewarding safe behavior and emphasize staff training. This will increase awareness and the use of on-the-job Personal Protection Equipment to decrease injuries.
Article 10 simplifies the Grievance Procedure process with the elimination of the Pre-Termination Hearing. Disciplinary Due Process is more modernized than a Pre-Termination Hearing with a title indicating a foregone conclusion. The introduction of a third-party Administrative Law Judge to adjudicate the fairness of termination provides Heber City and the employee an opportunity for an outside, unbiased opinion.

FISCAL IMPACT

Some of the key changes with fiscal impacts include:
Heber City currently has three beneficiaries of the paid insurance premiums for Section 13.27 C. Insurance Coverage for Early Retirement policy. The cost per employee per month is $637.50. This would be a savings of $22,950 per year. Employees seeking to retire before January 2027 could still utilize the benefit.
Section 13.8 addresses the City Council's ability to implement a Cost of Living (COLA) amount to employees on the first full pay period of the fiscal year.

CONCLUSION

Requesting approval to update the Personnel Policies & Procedures Handbook to reflect current 2023 best practices.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Discussion item only at this time.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director

EXHIBITS

1. Personnel Policy - REDLINE 7.17 - 4874-4719-5506 - 1 (002)
2. Policies and Procedures JRC 7.17 (clean) - 4885-5917-1180 - 2 (003)

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Article 1

ESTABLISHMENT OF PERSONNEL SYSTEM

Sections:

1.1 Provisions Established
1.2 Administration
1.3 Personnel Committee
1.4 Records
1.5 Definition of Terms

Section 1.1 Provisions Established

A personnel system for the City of Heber has been established in Title 2 of the City Municipal Code. This Ordinance established the following basic provisions in the personnel system~~.~~:

1. A system free from political and personal considerations;
2. Equitable employment without illegal discrimination;
3. Incentives and conditions of employment;
4. Positions classified and compensated on justifiable and uniform basis;
5. Establishment of merit principle;
6. Equal administration of policies and procedures; and
7. A formal plan of adopted policies and procedures.

~~(04172003cc, Adopted, 04/17/2004, after complete review by the Personnel Policy Committee)~~

Section 1.2 Administration

The City Manager shall administer the personnel system as provided by Title 2 of the Municipal Code and as provided by these policies and procedures.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 1.3 Personnel Committee

The Personnel Committee, consisting of two members of the legislative body appointed by the Mayor (one being a non-voting member), the City Manager (as a non-voting member), Human Resources ~~Representative~~Manager, City Attorney, Chief of Police ~~on even numbered years~~ and Public Works Director ~~on~~ the year even/odd ~~numbered years~~year nonvoting, and four (4) ~~classified~~merit employees shall serve as a review committee of the provisions of the Personnel Ordinance and the policies and procedures promulgated thereunder. The four classified employees shall consist of one representative from the Police and Animal Control Departments, one representative from the Public Works Department, one representative from the Parks/Cemetery Departments, and one representative from the Administrative, Justice Court, Planning, Airport, Building and Engineering Departments. The department representatives shall be elected by the full~~-~~time and ~~permanent~~ part time employees from the departments they represent. Terms for committee members will commence on July 1 and end June 30. The Committee

shall make recommendations to the governing body concerning most policies and benefits of all City employees. Provisions that are governed by State and Federal law, pay ~~grades~~range, wage compensation policies and working hours are not within the scope of authority of the Personnel Committee. Amendments to these personnel policies may be adopted by the City Council upon recommendation from the Personnel Committee. Any employee can propose an agenda item and related information to the Personnel Committee.
~~(08182020, Amended, 08/18/2020, Resolution 2020-09; 03192015, Amended, 03/19/2015, Resolution 2015-05; 05012014, Amended, 05/01/2014, Resolution 2014-04; 08182011cc, Amended, 08/30/2011, Resolution 2011-09; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 1.4 Records

A. The official personnel record, which may be electronic of each employee shall be kept in the office of the ~~City Recorder~~Human Resource Manager and shall contain, as appropriate:

_____ 1. Record of application for employment;
_____ 2. Reference to transcripts of academic preparation;
_____ 3. Policy and Procedure Manual Acknowledgment Form;
_____ 4. Performance evaluations;
_____ 5. References to any disciplinary action or commendation filed in the individual's personnel record;
_____ 6. Records of actions affecting employee ~~salary~~pay rate, status or standing; and
_____ 7. Other applicable items.

B. If a disciplinary action is rescinded or disapproved upon appeal, forms, documents and records pertaining to the case shall be removed from the personnel record within thirty days by or under the direction of the City Manager.

C. Personnel records shall be private data and available for review only to the employee and users authorized by law, or as determined by the City Manager, to have a legitimate "need to know." A record of those reviewing personnel records and information shall be maintained, together with the reasons for access to the records. This record shall be maintained and appropriately indexed by the ~~City Recorder~~Human Resource Manager in a separate file titled Authorized Reviews of Personnel Records.

D. ~~The~~ City Recorder Human Resource Manager, upon request, will supply the employee with a copy of any document placed in the employee's file.

Commented [MK1]: Should read: The Human Resource Manager. Remove: City Recorder

E. An employee has the right to review the contents of his/her personnel record in the Office of the City Recorder Human Resource Manager or the department as governed by law.

Commented [MK2]: Should read: The Human Resource Manager. Remove: City Recorder

F. An individual personnel record may be kept in the department to contain copies of items recorded in the official record and other materials as required by department management. Any such individual record shall be considered a supplement to the official record and shall be subject to the rules governing personnel records.

G. Requests for confirmation of employment, dates of employment, job descriptions, and salaries (other than withholding information) will be treated as ~~Public Data~~public information.

~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 1.5 Definition of Terms

All terms, phrases and words as used in these policies and procedures shall have the meanings as defined in this section or as defined by common usage.

Appeals ~~Board or Board~~ Hearing Officer. The ~~Board~~Appeals Hearing Officer shall ~~consist of one member who is~~be a member of the Utah State Bar ~~in good standing,~~ who is appointed by the Mayor~~ with~~. The Mayor may appoint one or more alternate Appeals Hearing Officers to handle appeals in the ~~advice and consent of~~event the ~~City Council.~~primary Appeals Hearing Officer has a conflict of interest or is unable to timely hear the appeal. Utah Code § 10-3-1106. ~~(See Appendix)~~

Applicant. One who appears in person at the City Office Building or place designated~~,~~ and is received by a representative of the City. This individual must have completed an employment application form that designates preference for a particular position and may attach a resume that contains pertinent required data. The person must meet minimum legal requirements for the position being sought.

Appointing Authority. An official or group of officials having the authority legally to make appointment to positions in the City.

Class. A group of positions sufficiently similar with respect to their duties and responsibilities that the same title may reasonably and fairly be used to designate each position allocated to the class, that substantially the same minimum qualifications may be required, and that the same schedule of compensation may be made to apply with equity.

~~Classified~~**Merit Employee**. All full-time and part-time employees ~~not specifically placed in~~which have successfully completed their Trial Service Period. Merit employees, unlike non-merit employees, have the ~~at-will status of the City.~~right to appeal adverse employment decisions.

Demotion. Any action taken by a supervisor, City Manager, Mayor, and City Council governing body which results in a reduction in pay or position.

Disabled. One who (1) has a physical or mental disability that, for such individual, constitutes or results in a substantial disability to employment and (2) can reasonably be expected to benefit in terms of employability from vocational rehabilitation services. Also, one who is disabled means one who (1) has a physical or mental impairment that substantially limits one or more of one's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A disabled individual is substantially limited if he is likely to experience difficulty in securing, retaining, or advancing in employment because of a disability. Utah Code § 34A-5-102. and 42 USC 12102 ~~(See Appendix)~~

Employee. A person legally holding a position, under any appointment or contract to hire, in the public service of the City.

Exempt Employee. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes, shall be exempt from ~~minimum wage and~~ mandatory overtime payment regulations.

Full-time Employee. An employee who works at least 30 hours per week and has been lawfully retained in his/her position after successful completion of the ~~probationary~~trial service period, providing such position shall have been approved by the City Council.

Governing Body. The Mayor and the City Council of Heber City.

Grievance. A grievance is a dispute regarding the interpretation or application of any rule, regulation, policy, or procedure which exists under the personnel system of the Heber City Corporation, filed by any employee, alleging a violation of the terms, provisions, and/or conditions of his/her employment, except for issues dealing with wages, salaries, benefits, or other financially remunerative matters.

Human Resources Manager. The person who is appointed by the City Manager to be primarily responsible for handling human resources related issues.

Intermittent Employee. A person who works unscheduled periods, on a non-classified service status, but accrues fringe benefits on a pro-rate basis.

Management. Management includes all supervisory personnel of Heber City.

Non-Grievance. A non-grievance is any matter or action taken by the City or any of its representatives for which relief is provided under the statutes of the State of Utah, or any matter specifically excluded from this set of procedures by provisions included herein, such as wages and salaries, or any policy decisions made by the City Council.

Part-Time "As Needed" Employee. A part-time "as needed" employee is hired on an "as needed" basis and is not eligible for any benefits regardless of the amount of hours worked. This designation is an at-will position.

Performance Evaluation. Performance evaluations will be conducted annually, or more often as requested by the City Manager. The evaluation will be given by the supervisor of the individual, or by a designate named by the supervisor. Each employee will be evaluated in an objective and equitable manner.

Personnel Committee. An eight (~~8~~9) member committee, composed of the City Manager (as a non-voting member) and two elected officials appointed by the Mayor and ~~five (5~~confirmed by the city council (one as a non-voting member), 1 member as either the Police Chief or Public Works Director, the HR Manager, and four (4) employees elected at large by the employees ~~(1 at-will and 4 classified).~~.

~~**Permanent** **Part-Time Employee**. A permanent~~ part-time employee is hired without a pre-determined terminal point of employment and is scheduled to work ~~20 or more hours per week but~~ less than full time.

Position Description. A written description of a position, consisting of a title, a description of duties, the essential functions of the job, and minimum qualifications as approved by the City Council.

Promotion. Movement of an employee from one class or position to another class or position having a higher salary range, and a greater degree of responsibility and difficulty.

Temporary Full-Time Employee. A temporary full-time employee is hired with a pre-determined terminal point of employment usually for a period of less than six months.

Temporary Part-Time/Seasonal Employee. A temporary part-time/seasonal employee is hired for a specific period of time usually for a period of less than six months.

Transfer. Movement of an employee from a related class or a related position with the same salary range, or the movement of an employee with his/her current position to another location within the City.

~~(08072014cc, Amended 08/07/2014, Resolution 2014-12; 09192013cc, Amended, 09/19/2013, Resolution 2013-13; 04042013cc, Amended, 04/04/2013, Resolution 2013-03; 08182011cc, Amended, 08/30/2011, Resolution 2011-09; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 1.6 Employee Code Of Ethics

A. Employees will respect the civil and legal rights of all who are served by the city.
B. Employees, while on duty, shall be respectful, courteous and civil with the public, and each other, and shall not use course, indecent, profane or unnecessarily harsh language in any public space.
C. All employees shall perform their duties as required or directed by law, city rule, policy, or supervisor. All lawful duties required or directed by competent authority shall be performed promptly as directed.
D. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
E. Employees shall meet standards established in their individual performance plans and report conditions or circumstances that would prevent them from performing their job effectively or completing their assigned tasks. Employees should bring to their supervisor's attention unclear instructions or procedures.
F. Employees are expected to make prudent and frugal use of city funds, equipment, buildings and supplies.
G. Employees shall observe workplace rules.
H. Employees shall not, while on duty, engage in religious discussions or debates to the extent it impacts the good working environment, nor speak disparagingly of the nationality, race or beliefs of any person.
I. No employee shall engage in any act or conduct which violates federal, state, or local laws or ordinances.
J. No employee shall ridicule, mock, deride, taunt, or belittle any person or group of persons, nor willfully embarrass, humiliate, or shame any person.

Article 2

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

Sections:

2.1 General Policy Statement
2.2 ~~Age Discrimination~~
~~2.3~~ Disabled Persons
2.4~~3~~ Sexual or Gender Based Harassment or Discrimination

Section 2.1 General Policy Statement

A. ~~It is the policy of~~ Heber City ~~to follow a concept of nondiscrimination~~does not discriminate in hiring and promotion of employees ~~without regard to their race, age, color, religion, disability, sex,~~based upon any protected class as defined by federal or ~~national origin~~state law.

B. Evaluation of full-time employment candidates will be made on the basis of education, skills, experience, and potential for job performance ~~and~~ learning, and ability to be successful.

~~C. The City will recruit needed personnel on a nondiscriminatory basis.~~

~~D. Positions will not be closed to protected group members. Protected group members will not be restricted to certain positions. Job opportunities of all kinds will be made available, as they occur, to all qualified individuals.~~
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 2.2 ~~Age Discrimination~~

~~It is the policy of Heber City to comply with the Age Discrimination in Employment Act of 1967 as amended in prohibiting discrimination on the basis of age.~~
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~Section 2.3~~ Disabled Persons

No qualified disabled person shall, on the basis of disability as defined in Utah Code § 34A-5-102 ~~and Article 1 § 1-1-4,~~ be subjected to illegal discrimination in employment under any program or activity sponsored by Heber City covered by the Vocational Rehabilitation Act of 1973 as amended. Heber City's employment decisions will be made to ensure that discrimination based on ~~handicap~~disability or perceived disability does not occur. ~~(See Appendix)~~
~~(04172003cc, Adopted, 04/17/2004, after complete review by the Personnel Policy Committee)~~

Section 2.~~4~~ 3 Sexual or Gender Based Harassment

~~Heber City will not tolerate harassment in any form, including towards the protected classes of race, color, age, religion, disability, sex, and national origin. Harassment precipitates a hostile work environment and involves inappropriate behaviors, including but not limited to the following:~~

~~1. Derogatory remarks about an employee.~~
~~2. Visual messages (e.g., posting of cartoons) that are demeaning to an employee.~~

Commented [CA3]: Confirm w/Jeremy federal law protection

Commented [CA4]: Jeremy Cooke - legality of protected classes

~~3. Jokes that stereotype or make fun of an employee.~~

~~4.~~ **~~Unwelcome~~ or ~~inappropriate nicknames for an employee.~~Discrimination**

~~5. Verbal or nonverbal (e.g., mimicking or imitating) innuendoes that have a negative connotation for an employee.~~

~~This policy applies not only to the workplace during normal hours of operation but also to organizational travel and all work-related social functions, even if such activities are held off-site.~~

~~Heber City's policy regarding harassment in general, and sexual harassment in particular, is as follows:~~

A. GENERAL POLICY. It is the policy of Heber City that:

~~1. The giving or withholding of tangible job benefits based on the granting of sexual favors (Quid Pro Quo) and any behavior or conduct of a sexual/gender based nature which is demeaning, ridiculing or derisive and results in a hostile abusive or unwelcome work environment constitutes sexual harassment.~~

1. Heber City does not tolerate sexual harassment in any form.

2. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

3. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigative proceeding or hearing under this policy.

4. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action against the accuser.

~~5. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.~~

~~6~~5. Records and proceedings of sexual harassment claim, investigations, or resolutions are confidential ~~and shall be maintained separate and apart from the employee's personnel file~~.

~~7~~6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy, respect in the workplace training, and grievances procedures ~~during orientation and in-service training.~~

~~B.~~ PROHIBITED CONDUCT. The following conduct is prohibited:

1. Any ~~deliberate, unwanted, or~~ unwelcome or inappropriate sexual behavior ~~of a sex/~~, sexual or gender ~~-~~based ~~nature, whether verbal, non-verbal, or~~ remarks or jokes, physical ~~is prohibited.~~touching, physical advances, or use of implicit or explicit sexual overtones.

2. ~~Two major categories of sexual/gender harassment are:~~

~~a. Quid Pro Quo,~~The implicit or ~~the~~explicit granting, withholding or conditioning of ~~tangible~~ job benefits ~~or the granting of~~based on or in exchange for sexual favors or sexual conduct.

~~b~~

3. Repeatedly or inappropriately asking or requesting that a person go on a date or interact outside of work unless the person has clearly indicated a willingness to do so.

4. Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:

i. ~~Level One:~~ Sex role stereotyping.

(A) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.

(B) Comments or written material reinforcing traditional historic perceptions regarding gender.

ii. ~~Level Two:~~ Gender harassment/discrimination.

(A) Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.

(B) Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender or nonbinary individual.

iii. ~~Level Three:~~ Targeted or individual harassment.

(A) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.

(B) Offensive conduct may be verbal, visual, or physical; including unwanted physical touching of a non-criminal nature.

iv. ~~Level Four: Criminal touching~~Touching.

(A) The intentional unwanted touching of the breasts, buttocks, or genitals of another.

(B) Forcible sexual abuse.

C. TYPES OF CORRECTIVE ACTION: Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

1. Informal Action.

a. Employees ~~who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above~~ may~~, if they so desire,~~ choose to address ~~that~~ unwelcome behavior/conduct informally by notifying the ~~individual responsible for the behavior~~Human Resources Manager of the behavior ~~that is objectionable, that the~~ or conduct~~/behavior is unwelcome and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.~~

~~b. This notification may be:~~

~~i. Verbally, in person.~~

~~ii. In writing, signed or unsigned.~~

~~. iii. Through a supervisor, verbally or in writing.~~ The victim may:

(A) Ask the ~~supervisor~~Human Resources Manager for assistance in determining what to say and how to approach the offending employee.

(B) Request the ~~supervisor to~~Human Resources Manager accompany the victim when the victims give the offending employee notice.

(C) Ask the ~~supervisor~~Human Resources Manager to give notice to the offending employee, either accompanied by the victim~~.~~

~~(D) Ask the supervisor~~ or alone ~~to provide notice to the offending employee~~.

2. Formal Action.

~~a. Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.~~

~~b~~a. Formal complains should be in writing to the Human Resources Manager and specify:

i. The identity of the victim.

ii. The identity of the offending employee.

iii. The offensive behavior that the employee engaged in.

iv. The frequency of the offensive behavior.

v. Damage the victim suffered as a result of the offensive behavior.

vi. How the victim would like the matter settled, or what the victim would like to see happen.

~~c~~b. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.

~~d~~c. The victim should submit formal written complaints to ~~their immediate supervisor.~~the Human Resources Manager. If the ~~immediate supervisor~~Human Resources Manager is the employee engaging in the offensive behavior, the formal complaint should be submitted to the ~~next highest supervisor, the department head, the~~ City Manager~~, or designee~~.

3. Disciplinary Action.

Employees found guilty of sexual harassment may face disciplinary action up to and including termination ~~based on all the circumstances of the case, as well as the offending employee's work history~~.

D. MAINTAINING COMPLAINT FILES.

1. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment ~~complaint~~investigative files. This information shall not be placed or maintained in any employee's personnel file.

2. Information contained in the sexual harassment ~~complaint~~investigative files shall be released only with the written authorization of the victim and the City Manager, or designee.

3. Participants in any sexual-gender or nonbinary harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

E. VICTIM PROTECTION.

1. Individual complaints, either verbal or written, are confidential.

2. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.

3. The accused shall not contact the victim regarding the alleged harassment.

4. Retaliation or reprisals are prohibited against any employee who opposed a

practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.

a. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.

b. Retaliation is an additional and separate disciplinary offense.

c. Retaliation may consist of, but is not limited to, any of the following:

i. Open hostility.

ii. Exclusion or ostracism.

iii. Special or more closely monitored attention to work performance.

iv. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

~~(08072014, Amended 08/07/2014, Resolution 2014-12; 04172003cc, Adopted, 04/17/2003, after complete review by Personnel Policy Committee)~~

Article 3

HEBER CITY DRUG-FREE WORKPLACE POLICY

Sections:

3.1 Policy Statement
3.2 Definitions
3.3 Prohibited or Required Conduct
3.4 Drug Testing
3.5 Drug Testing-Sample Collection
3.6 Discipline
3.7 Self-referral

Section 3.1 Policy Statement

A. The Governing Body of Heber City finds that a healthy and productive workforce within the city, safe working conditions free from the effects of alcohol and drugs, and high-quality services rendered to the public are important. These circumstances are vital to the functioning of Heber City, the safety of its government employees, and the well-being of the general public.

B. The Governing Body of the City finds that the abuse of drugs creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, decreased employee morale, and a decline in the quality of services rendered to the public.

C. In balancing the interests of the city and its employees and volunteers with the interest and welfare of the general public, the Governing Body of the City finds that implementation of drug free workplace policies, in accordance with state statute, is in the best interest of all parties.

D. In adopting this policy, it is the intent and object of the City Council to be as comprehensive as possible in addressing the issues of safety, confidentiality, privacy, drug use education, treatment, and the appropriate use of drug testing as described in this policy.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 3.2 Definitions

The following definitions shall apply to this Article 3:

A. "Act" means the Local Government Entity Drug-Free Workplace Enabling Act (Section 34-41-101, et seq., U.C.A. 1994, as amended). ~~(See appendix)~~

B. "Drug" means any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia, including Title 58, Chapter 37, Utah Controlled Substances Act, or a supplement to any of those compendia. (See appendix)

C. “Drug testing” or “drug test” means the scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this chapter.

D. “Employee” means any person or officer in the service of Heber City for compensation.

E. “Periodic testing” means pre-selected and pre-announced drug testing of employees or volunteers conducted on a regular schedule by Heber City’ s designated Medical Review Officer (MRO).

F. “Prospective employees” means any person who has made a written or oral application to become an employee of Heber City.

G. “Random testing” means the unannounced drug testing of an employee or volunteer who was selected for testing by using a method uninfluenced by any personal characteristic other than job category.

H. “Reasonable suspicion for drug testing” means an articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this policy.

I. “Rehabilitation testing” means unannounced but pre-selected drug testing done as part of a program of counseling, education, and treatment of an employee or volunteer in conjunction with this policy.

J. “Safety sensitive activity” means any employment position involving duties which directly affect the safety of government employees or the general public, or positions where there is access to controlled substances, as defined by state law, during the course of performing job duties.

K. “Sample” means any sample of urine, blood, breath, saliva, or hair, to be used for drug testing.

L. “Volunteer” means any person who donates services as authorized by Heber City without pay or other compensation except expenses actually and reasonably incurred.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 3.3 Prohibited or Required Conduct

A. Employees and volunteers shall not use, possess, distribute, sell, or purchase any illegal drugs or controlled substances.

B. Employees and volunteers shall not use or possess prescription drugs unless such drugs are properly prescribed by a licensed physician and are being properly used for the treatment of an illness or injury. As to any such prescription drugs, the employees or volunteers shall inform the department head or designee and/or City Manager of such medication if it impairs in any manner the employee's or volunteer's performance.

C. No employee or volunteer shall report for a regularly scheduled shift or be on a shift of duty while under the influence of any drug which renders the person incapable of safely and adequately performing job duties or while under the influence of any illegal drug or controlled substance.

D. No employee or volunteer, while on duty, shall operate any vehicle under the influence of any drugs which renders the person incapable of safely and adequately operating the vehicle.

E. Employees and volunteers shall not refuse to submit a sample for drug testing purposes when that sample is requested pursuant to the provisions of this policy.

F. Employees and volunteers shall not engage in off-duty drug use which violates the laws of the United States or the State of Utah ~~nor~~or engage in any off-duty drug use which could ~~reasonably be considered inimical to the public service or which~~ compromise the employee's or volunteer's ability to safely and adequately perform job duties.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 3.4 Drug Testing

A. Pre-hire Testing: All prospective employees shall be given a drug test as part of the pre-employment medical examination. Any prospective employee who is found to be a user of an illegal drug or controlled substance, uses a prescription drug without an authorized prescription, or refuses to take the drug screening test shall be disqualified.

B. Post-accident Investigation: In any circumstances in which an employee or volunteer causes or contributes to the cause of an accident in which damage ~~exceeds~~appears to exceed one thousand dollars ($1,000) or in the case of a motor vehicle accident, a reportable amount, and/or in which a third party is involved or in which personal injury results, he/she shall be given a drug screening test as part of the accident investigation. Notwithstanding the above criteria, an employee may volunteer to take a drug screening test, at the City's expense, for his/her own or for the City's legal protection no matter the results of the accident. The presence of drugs or other metabolites discovered in the drug screening test, or the employee or volunteer's refusal to submit to the drug screening test, shall result in appropriate disciplinary action.

C. Reasonable Suspicion Testing:

1. The department head, after discussion with the City Manager~~,~~ and~~/or a police officer~~ Human Resources Manager, may direct that an employee or volunteer submit to a drug screening test under circumstances in which the supervisor has a reasonable suspicion that the employee or volunteer is under the influence of drugs or otherwise in violation of this policy.

2. Circumstances which may constitute a basis for determining a reasonable suspicion include but are not limited to: a pattern of abnormal or erratic behavior (i.e. a significant change in absenteeism); the direct observation of the employee or volunteer using drugs, possession of drugs at the work site, or the noticeable presence of physical symptoms of drug use (i.e. dilated or pinpoint pupils, unusual changes in speech pattern, restlessness, rapid mood swings, bloodshot eyes, odor of alcohol, unusual euphoria, "nodding off", needle marks, unusual aggressive or bizarre acts, or hallucinations).

D. Rehabilitation Testing: Employees who agree to enter a drug rehabilitation program, either in addition to or in lieu of disciplinary action, shall agree, as a condition of rehabilitation, to submit to such periodic or random drug testing as may appear appropriate. Such drug testing shall be conducted upon the advice of the rehabilitation treatment provider and shall be used to determine if the employee is

making adequate progress towards successful rehabilitation.

E. Random Testing of Safety Sensitive Personnel: Employees who work in the following safety sensitive positions shall be subject to random drug tests as a condition of employment: police officers, public works employees, building inspection employees, parks and cemetery employees, and animal control officers. The directors of each department which employs safety sensitive personnel shall follow the random drug testing policies ~~set forth in the Administrative Section~~ of this policy which specifies testing of a reasonable number of employees each year, including all supervisory and management personnel in those particular job positions.

F. Miscellaneous Testing: Employees and volunteers shall be subject to such other drug testing as may be required by appropriate state or federal laws or regulations, including driver's license examinations and other license or certification requirements. All such drug testing shall be considered a condition of employment.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 3.5 Drug Testing-Sample Collection

A. All drug test sample collection and drug testing under the provisions of this policy shall be conducted in accordance with the requirements of the Act and other applicable provisions of state or federal statute or regulation. Sample collection, handling, and transportation procedures shall all be conducted in accordance with the requirements of the law.

B. Any person required to submit to a drug test under the provisions of this policy may, at his option and expense, submit a second drug test sample for further testing in accordance with the provisions of the Act and within two (2) hours of the first test.

C. All drug testing and sample collection procedures under this policy shall be performed under reasonable and sanitary conditions and in such a manner as to ensure the privacy of the individual being tested.

D. In all drug testing and sample collection procedures, any transmittal or reporting of test results shall be conducted with due respect for confidentiality. Drug test activities and result reports may be made available only to supervisors and management personnel with an immediate need to know about those procedures and results. Testing procedures and results may be made available and communicated as needed for the purposes of any disciplinary action or criminal investigation or prosecution. Records regarding test results are generally considered protected documents under the provisions of the Government Records Access and Management Act ~~(63-2-304 (9)~~ Utah Code ~~Ann., 1953, as amended). (See Appendix)~~§ 63-2-304.

E. Excess Fluid, Temperature Out-of-Range and Adulterated Samples (Negative Dilute Test Results): To obtain accurate and reliable test results, the employee or prospective employee must not dilute the urine sample by the ingestion of excess fluids (hereinafter referred to as "Excess Fluids Sample") before providing the sample. A urine sample shall be considered an excess fluids sample if (1) the test results indicated that the urine sample contains creatinine levels less than .2g/L and a specific gravity of less than 1.003 and (2) there is no medically sufficient explanation for such excess fluids, which explanation must be judged as satisfactory to the MRO in his/her sole but reasonable discretion. If a urine sample provided by a prospective employee or an employee is determined after appropriate testing

to be an excess fluids sample, the prospective employee or employee shall, at the City's discretion, be required to provide another urine sample at a time and under conditions and requirements that are within the sole discretion of the City. In the event the second sample is determined after appropriate testing to be an excess fluids diluted sample, the prospective employee shall not be offered employment with the City and the employee shall be subject to disciplinary action.
~~(07182013cc, Amended, 07/18/2013; 04172003cc, Adopted, 04/17/2004, after complete review by the Personnel Policy Committee)~~

Section 3.6 Discipline

A. If a confirmed positive drug test result indicates a violation of this policy or if an individual refuses to provide a sample in accordance with the provisions of this policy, or otherwise violates this policy, that test result, refusal, or violation may be used as a basis for imposing disciplinary action. Any disciplinary action shall be conducted in accordance with the provisions of the Heber City Personnel Policies and Procedures Manual.

B. Whenever appropriate, rehabilitation of employees who violate this policy should be pursued. ~~Rehabilitation services may be sought through Intermountain Health Care Employee Health Services' Employee Assistance Program.~~ The determination whether to proceed with discipline, rehabilitation in addition to discipline, or rehabilitation in lieu of discipline for violations of this policy shall be within the discretion of the department head and/or the City Manager. ~~Consultation with the director of Intermountain Health Care Employee Health Services' Employee Assistance Program is encouraged in making that determination.~~

C. Any rehabilitation in lieu of or in addition to disciplinary action should be undertaken in accordance with the terms of a written memorandum of understanding or agreement between the City Manager, department head and the employee. The memorandum should set out the expectations which the employee must satisfy, including successful completion of a rehabilitation program; appropriate waiver of confidentiality to permit communication between supervisors and rehabilitation service providers, as needed; periodic rehabilitation drug testing as determined appropriate; an acknowledgment that failure to successfully complete rehabilitation will lead to appropriate disciplinary action; and such further conditions as may be necessary and appropriate.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 3.7 Self-referral

Employees are encouraged to refer themselves for drug rehabilitation services to be provided by ~~either Intermountain Health Care Employee Health Services' Employee Assistance Program or other~~a certified rehabilitation service provider. Employees who enter drug rehabilitation as a self-referral are encouraged to communicate this fact to their supervisor to determine whether drug use or rehabilitation activities will adversely affect the employee's job performance. Supervisors are encouraged to cooperate and work with employees who are undergoing a self-referral rehabilitation in order to assist in a successful completion of that rehabilitation. The status of employees in safety sensitive positions must be carefully screened in order to determine that their rehabilitation activity shall have no potential adverse effect on job duties.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 4

HIRING FOR NEW AND VACANT POSITIONS

Sections:

4.1 Procedures
4.2 Veterans Preference
4.3 Nepotism (Hiring of Relatives)

Section 4.1 Procedures

A. When a position opens in a department or a need arises to create a new position, the department head shall submit notification of the position vacancy to the ~~City~~Human Resource Manager, who will then notify the City Recorder City Manager to determine if the position is to be filled.

B. Job openings shall first be posted and opened to all employees within the City for five (5) working days. Openings within Heber City Police Department may be open to any part-time or reserve officers before being open to other departments within the City or to the public. (Part-time and reserve officers of the department have already been tested, been through field training, and required to meet the standards of a full-time officer.)

C. If it is determined that there ~~are no qualified internal~~is a need to consider outside applicants, then the ~~City Recorder~~Human Resource Manager shall post the opening with Work Force Service and other job boards, and where all City employees will be made aware of the opening. The appointing authority shall provide, in all cases where practicable, that vacancies shall be filled on the basis of ascertained merit and qualification, thus enhancing the City Classified Service by providing upward mobility.

D. The department head/supervisor will review all applications to see who does or does not meet the qualifications. The department head/supervisor will determine which, if any, of the applicants they want to interview by an interviewing board which is set up by the department head. Upon choosing a finalist, the name and recommended salary will be sent to the City Manager for final approval.

E. The City Manager may provide a bonus or other benefit for the referral of City employees.

F. Offices whose appointment ~~and/or removal~~ is governed by State law or existing City ordinances are the City Manager, City Recorder, City Treasurer, Chief of Police, City Attorney, Airport Manager and the Justice Court Judge; the appointment, removal and demotion of these officials shall be ~~by the Mayor with the advice and consent of the City Council.~~shall be guided by City Code Section 2 "Administrative and Personnel." Retention of the Justice Court Judge is subject to Utah State Code 78A-7-203.
~~(Amended 11032016cc – Res. 2016-17)~~

~~F~~

G. Upon hiring, an employee shall complete necessary forms including, but not limited to, ~~proof of citizenship, retirement~~authorization to work in the U.S, Form I-9, URS certification either ineligible or eligible, W-4 tax forms, and insurance~~.~~ if applicable. These items will be kept in a personnel file in the City ~~Recorder's~~Recorder Human Resource Manager's office. After an offer is made and before commencing employment with the city, new employees must submit a pre-employment drug screening, and may be subject to background checks which may include, at the discretion of the city manager and/or HR manager, criminal activity, and credit information.
~~(Amended 11192015 – Res. 2015-16; 07182013, Amended, 07/18/2013; 08192004cc, Amended, 08/19/2004; 07032003cc, Amended, 07/03/2003; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 4.2 Veterans Preference

Honorably discharged veterans who have served in the armed forces of the United States during a period of conflict, war, or other national emergencies as defined by congress, and any un-remarried surviving spouse of such honorably discharged veterans shall be preferred for employment, either directly or by contract, if they possess equal qualifications to other applicants for that employment and if they are residence of the State of Utah as recorded in Utah Code § 71-10-2, and § 71-10-3. ~~(See Appendix)~~
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 4.3 Nepotism (Hiring of Relatives)

A. It is the policy of Heber City to comply with the Anti-Nepotism Clause as stated in the Utah Code § 52-3-1, ~~Chapter 3 as amended. (See Appendix)~~*et seq.*

B. No appointing authority may employ, appoint, vote for, or recommend the appointment of his or her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the appointee will be directly supervised by a relative, except as indicated in Utah Code § 52-3-1~~. (See Appendix)~~, *et seq.*

C. No public officer (a person who holds a position that is compensated by public funds) may directly supervise an appointee who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except as indicated in Utah Code § 52-3-1~~. (See Appendix)~~, *et seq.*

~~D. Appointing Authority shall consist of the Mayor and City Council members.~~

~~E~~ D. Heber City will consider employment applications from relatives of current employees whenever openings exist for which they are qualified. Hiring decisions, however, will be made solely on the basis of merit and relatives will not receive preferential treatment. Applicants with relatives ~~in classified or full-time exempt service~~ will not be hired in the same ~~department~~division if the applicant is to be supervised by one of the relatives listed in ~~1-~~4~~-~~.3 B. ~~-~~An exception may be offered if the department is a conglomerate, such as Public Works with Water, Sewer, Roads, and Fleet.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 5

PROBATIONARY TRIAL SERVICE PERIOD

Sections:

5.1 Trial Services Period
5.2 Time Period and Appointment
5.23 Release of ~~Probationer~~Trial Service Employee

Section 5.1 Trial Services Period

The ~~probationary~~trial service period or working test period shall be regarded as an integral part of the employment process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for rejecting any employee whose performance does not meet the required performance level.

Section 5.~~1~~2 Time Period and Appointment

All original and promotional appointments of employees shall be tentative and subject to a ~~probation~~trial service period of at least six (6) months but may be extended with City Manager approval. All sworn law enforcement officers are subject to a one (1) year ~~probationary~~trial service period but may be extended with City Manager approval.
~~(07182013, Amended, 07/18/2013; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 5.~~2~~3 Release of ~~Probationer~~Trial Service Employee

During the ~~probation~~trial service period an employee may be released at any time by the department head and/or City Manager without cause and without the right to appeal except where discrimination is alleged. The department head should consult with the City Manager, Human Resource Manager, and the supervisor (if applicable) before making a decision to terminate a ~~probationary~~trial service employee.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 6

TRAINING AND DEVELOPMENT

Sections:

6.1 Educational Assistance
6.2 Conferences, Seminars and Conventions

6.3 Certification Training
6.4 Travel Time

Section 6.1 Educational Assistance

A. Heber City recognizes the importance of educational growth of employees for advancing technical and managerial skills. Through the Educational Assistance Program, the City may provide assistance to a post-~~probationary~~ trial service employee, subject to manager discretion, who undertakes an undergraduate or graduate course of study which is mutually advantageous to the City and to the employee. Employees desiring to participate in this program must submit an Educational Assistance Application to their supervisor by February 1st each year for it to be considered in the upcoming fiscal year budget. If approved for funding by the supervisor, the City Manager, and the City Council, then the employee will submit each semester's grade with a certified transcript and tuition receipt to his/her supervisor within one month of the semester ending for reimbursement. If an employee is not pursuing an approved graduate or undergraduate course of study, any courses taken must be pertinent to the employee's job in order to qualify for reimbursement. The City will follow FERPA standards in the Educational Assistance Program.

B. For successfully completed courses with a "B" grade average or higher, of courses which have been approved by the department head and the City Manager, and successfully completed with a minimum grade of "C" and an overall "B" grade average or higher, the City will reimburse the employee an amount equal to 100% of the tuition, fees and books. Application for education assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter. Courses must be pertinent to the employee's job~~.~~ or serve Heber City as relevant. If the employee is entitled to Veteran's educational benefits, and/or Pell grants or scholarship funds he/she must first use such benefits in lieu of City reimbursement. The City reimbursement will be reduced by the amount of reimbursement the employee is eligible for from the any grant including a Pell Grant, scholarship, and, Veterans Administration as applicable.

C. All approved participants in the Education Assistance Program must be working at least an average of thirty (30) hours per week. In some cases, irregular work schedules may be considered as a means of accommodating class schedules. In most cases, study time will be done on the employee's

personal time. At the discretion of the department head an employee may study on the job if classes are required for certification or to maintain certifications required by the City.

D. Employees participating in the Education Assistance Program will be expected to continue their employment with the City for ~~a full year after completion of courses~~three years following the first tuition reimbursement or they will be required to reimburse the City for any assistance they received. ~~(08182020, Amended, 8/18/2020 Resolution 2020-09; 06052014, Amended, 06/05/2014, Resolution 2014-07; 09192013cc, Amended, 09/19/2013, Resolution 2013-13; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 6.2 Conferences, Seminars and Conventions

A. Employees desiring to participate in a conference, seminar or convention must complete a Training and Administrative Leave form and submit it for approval to the department head. For out-of-state travel, this form must then be submitted to the City Manager for final approval. The City will pay the cost of registration fees, motel, travel, and per diem on approved leave. The City will follow federal statutes regarding non-discrimination practices in access to training and career development.

B. Employees will be compensated for time spent attending training sessions at conferences, seminars, and conventions. Time allotted for meals during these conferences, etc., will not be counted as time worked.
~~(08072014, Amended, 08/07/2014, Resolution 2014-12; 04172003cc, Adopted, 04/17/2004, after complete review by the Personnel Policy Committee)~~

Section 6.3 Certification Testing

A. On the job study time is allowed for job related or required certifications with the approval of the department head.

B. Heber City will pay the cost of certification test fees a maximum of two (2) times per test per employee. Employees unable to pass a certification test after taking it twice will be required to pay the fee for any subsequent attempts. Upon passing the test, the City will reimburse the cost of the test with proof of passing and receipt for payment.
~~(06042015, Amended 06/04/2015, Resolution 2015-08; 08072014, Adopted 08/07/2014, Resolution 2014-12)~~

Section 6.4 Travel Time

A. Commuting Time: Commuting time is not paid work time, even when the employee is using an organization vehicle. Travel time from home to a site in response to an emergency call after the regular workday is work time.

B Single-Day Travel: An employee who travels in the course of a workday, such as from one work location to another, is entitled to compensation for his/her travel time. When an employee who normally works at one location is sent out-of-town on a single-day trip, the time spent traveling is work time. Travel to work-related meetings is compensable.

C. Over Night and Weekend Travel: An employee who travels away from home overnight or on weekends is working when he/she is a passenger on an airplane, train, boat, bus, or automobile if the travel is work related.
~~(08072014, Adopted 08/07/2014, Resolution 2014-12)~~

Article 7

PERFORMANCE EVALUATION

Sections:

7.1 Performance Evaluations
7.2 Inspection of Performance Evaluations
7.3 Appeal from Performance Evaluation

Section 7.1 Performance Evaluations

A. The City Manager and department heads shall provide a system of standards of performance in positions ~~throughout the Classified Service~~, and a method of reporting on the performance of individual employees based on such factors as, for example, ability, quality and quantity of work, reliability, discipline and attendance. The system shall provide:

1. For maintenance of reasonable standards of physical fitness for performance of the duties of the position. Periodic or occasional physical examinations may be required and the results included in the report.

2. For the use of performance reports as a factor in promotions and position evaluation.

B. Performance evaluations shall be obtained for each employee at least once each year at an annual review. Additional evaluations will be completed as requested by the City Manager~~, Mayor,~~ or ~~the City Council~~Governing Body. Performance evaluations will be conducted in a non-discriminatory manner.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 7.2 Inspection of Performance Evaluations

Each employee shall receive a complete copy of each evaluation which is completed on their personal performance. At the time received, the employee shall acknowledge receipt by signing and dating an acknowledgment form or the file copy. The performance evaluation may be inspected by the Mayor, the City Council, or the employee's representative as duly authorized in writing by the City Manager. Evaluations shall not be open for inspection by any other person except for the employee's supervisor or for purposes of inquiry or review as ordered by the City Council.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 7.3 Appeal from Performance Evaluation

An employee shall have the right to appeal any unsatisfactory performance evaluation assigned to him/her~~.~~ to the City Manager. The appeal procedure shall follow that prescribed in ~~Article XI.~~Section 10.4.C.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 8

SAFETY AND HEALTH

Sections:

8.1 Occupation Safety and Health Act Safety Committee
8.2 Inspections
8.3 Records and Reports
8.4 Work Areas and Equipment
8.5 General Safety Rules
8.6 Proper ~~use~~Use of Heber City Equipment & Tools
8.7 Environment free from Recognizable Hazard
8.8 Accidents and Near Misses to be Reported
8.9 Fit for Duty
8.10 Miscellaneous

Section 8.1 Occupation Safety and ~~Health Act~~Empowerment

~~———~~A. ~~It~~Safety and health of employees at work is ~~the intent and the purpose of~~ of utmost importance to Heber City ~~to~~. Heber City shall comply with all applicable rules, regulations and standards pertaining to the Federal and State Occupational Safety and Health Act. Heber City shall furnish each of its employees an employment environment free from recognized hazards that are causing or are likely to cause death or physical harm and does hereby require that each employee comply with the occupational safety and health standards, order, rules, and regulations promulgated under the Occupational Safety and Health Act. Compliance with this Act shall be accomplished through the establishment of an occupation safety and health program as outlined herein.

~~———B. The City Recorder shall provide employees with OSHA rules and regulations. The City Recorder~~Heber City has established a Safety Committee that shall convene at least once monthly to discuss preventative measures, incidents, and near misses in the workplace. All employees are required to report unsafe conditions and encouraged to report potentially dangerous practices. In addition to the Utah Occupational Safety & Hazard requirements, Heber City requires employees to report 'Near Miss' incidents. A Near Miss is defined as, 'No property or internal damage, but with a slight shift in time or position would have resulted in significant injury or damage. The situation could have a correction factor if the employee ignored the obvious signals and signs or was negligent in actions or omissions. For example, a damaged hose was replaced without notification of the damage, 'tag out'. Consequently, the next employee to use the damaged hose experienced chaotic water spraying under high pressure that resulted in a laceration under his eye.

B. The Human Resource Manager shall provide employees with OSHA rules and regulations. The Human Resource Manager and department heads are responsible for alerting employees about safety and health rules, procedures, and guidelines. The ~~City Recorder~~Human Resource Manager and department heads must see that requirements are posted in the workplace, understood, enforced, and revamped to comply with governmental regulations, and to meet employee needs. ~~See Utah Code § 34A-~~

Commented [CA5]: Add qualifiers

Commented [CA6R5]: A near miss is defined as any situation with a modification in behavior whose outcome would otherwise result in significant harm.

~~6. (See Appendix)~~ Worker's Compensation insurance provides medical benefits, as well as payment for lost hours from work, for individuals injured while on the job. *See* Utah Code § 34A-6.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.2 Inspections

The City Manager shall designate a ~~competent person or persons to~~Safety Officer who, in working with the safety committee, will frequently inspect and document for unsafe conditions and practices, defective equipment and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. Accidents in the workplace will be discussed and reviewed during the Safety Committee meetings. All employees are required to immediately report an unsafe condition. Supervisory personnel shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees. ~~They shall warn all~~Signage of 'Do Not Use' shall be placed on any equipment to prevent accident or injury until the equipment can be repaired or replaced. All employees are expected to warn all other employees of any dangerous conditions and permit no one to work in an unsafe place, except for the purpose of making it safe.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.3 Records and Reports

A. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall, at all reasonable times, be available to the ~~Industrial Commission~~Utah Occupational Safety and Health (UOSH) or to its representatives upon request. Other records shall be kept as requested by ~~the Industrial Commission~~UOSH.

~~B.~~

B. The Employee's First Report of Injury or Illness MUST be submitted to Heber City's insurance carrier, per Sections 34A-2-407 and 34A-3-10B, R612-200-1 Utah Code Annotated (U.C.A.) 1997. Each employee or immediate supervisor shall file the report no later than the end of the shift or work day. If the injury or illness results in medical treatment by a physician and first aid R612-100-2, loss of consciousness, loss of work, restriction of work, or transfer to another job. Heber City requires the injured employee or the immediate supervisor to report immediately or within eight hours of occurrence. Heber City shall file a subsequent report with the UOSH commission of any previously reported injury; or occupational disease that later resulted in death. Section 34A-6-301 (3)(b)(ii) states that each employer shall, within eight hours of occurrence, notify the Division of Occupational Safety and Health, at (801) 530-6901 or (800) 530-5090, of any; work-related fatality; disabling, serious, or significant injury; or occupational disease incident. A serious injury includes; amputation, fractures of major bones (both simple and compound), and hospitalization for medical treatment. All information requested on the First Report of Injury form is of vital importance. Please answer ALL items in detail in order to avoid delay and additional correspondence or the return of this report for completion. A report of any on-the-job injury resulting in disability or compensable lost time shall be submitted by the department head, or ~~by another designated official~~designee, to the ~~City Recorder~~Human Resource Manager who will send copies to the Industrial Commission of ~~Utah~~(UOSH) and to the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of City employees or tend to increase the hazards thereof, the department head or ~~City Recorder~~Human Resource Manager shall notify the Industrial Commission of Utah UOSH of Utah immediately. A report to Utah Occupational Safety and Health (OSHA) should be made as well. Such notification must be made whether or not any actual injuries result from the above

occurrences or changes of conditions.

C. The City Recorder Human Resource Manager shall post, in a conspicuous place, a list of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of emergency. Such list shall include:

1. Responsible supervision (supervisor or equivalent)
2. Hospital
3. Poison Control
4. Ambulance
5. Fire Department
6. Police Department

D. All fatal, potentially fatal, and serious accidents shall be reported immediately to the Utah ~~State Industrial Commission and to OSHA.~~Occupational Safety and Health (UOSH) within 8 hours. ~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.4 Work Areas and Equipment

A. All supervisors and workers shall be required to ensure safe work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied as soon as possible after the discovery is made. When no other method or combination of methods can be provided to prevent employees from becoming exposed to toxic dusts, fumes, gases, flying objects, dangerous rays, or burns from heat, acid, caustics or any hazard of a similar nature, the City shall provide each worker with the necessary personal protection equipment, such as respirators, goggles, gas masks, certain types of protective clothing, etc. Provision shall also be made to keep all such equipment in good sanitary working condition at all times.

B. Employees will receive thorough information on the possible hazardous materials they handle. Each employee will receive training on correct handling and disposal of such materials.

C. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employee shall refuse to follow and obey reasonable orders that are issued by a supervisor, for the protection of health, life, safety, or welfare of employees.

D. Should an employee refuse or neglect to follow and obey reasonable safety orders issued by a supervisor, the employee will be subject to dismissal.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.5 General Safety Rules

The following general safety rules will apply in all ~~agency~~City work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

A. Proper licensing and extreme caution are required by all employees operating any type of

power equipment.

B. Employees will be provided and required to use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, safety vests, and hard hats, if required or appropriate to the work performed.

C. Employees will avoid wearing loose clothing ~~and jewelry~~or accessories that could cause become caught, creating a hazard while working on or near equipment and machines. Long hair will be properly secured.

D. All accidents and near misses, regardless of severity, personal or vehicular, shall be reported ~~immediately~~as soon as possible, but no more than by the end of the shift to the supervisor/manager~~.~~ and the designated safety officer.

E. Defective equipment will be reported immediately in writing to the supervisor or City Manager. Signage indicating damage such as 'do not use' will be posted immediately to prevent operation of the equipment by anyone else until the equipment is repaired or replaced.

F. Employees will not operate equipment or use tools for which licensing and training has not been received.

G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.6 Proper use of Heber City Equipment & Tools

The use of Heber City equipment, tools, or facilities for private purposes is strictly prohibited. However, reasonable use of Heber City tools and equipment to protect property and preserve life is authorized.

A. Employees must receive the proper training including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description.

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

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

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

serviceable.
~~(08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.7 Environment free from Recognizable Hazard

~~It~~ For the safety and welfare of employees, it is the policy of Heber City to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees.

Heber City will post all required ~~UOSHA~~UOSH notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the ~~City Engineer~~Safety Officer when they have questions about any of the standards which are provided under ~~UOSHA~~UOSH.

All employees should follow the procedures listed below in the event an inspector from ~~UOSHA~~UOSH presents themselves on the job site.

A. If an ~~UOSHA~~UOSH inspector arrives on the job site, an employee should understand that he/she is not authorized to offer any information requested by the inspector.

B. The employee will inform the ~~UOSHA~~UOSH inspector that the employee will contact the City Manager, Supervisor, or designee, who will accompany the inspector during any inspection.

C. The City Manager or designee should make sure that all employees know who they are required to contact, including all alternates, in the event an ~~UOSHA~~UOSH inspector shows up on the job site.

D. If the ~~UOSHA~~UOSH inspector does not reveal the appropriate credentials at the onset of the inspection, the City Manager, or designee, should ask the inspector to reveal his credentials and should then examine them before allowing an inspection of the job site.

E. The City Manager, or designee, will not refuse an ~~UOSHA~~UOSH inspection of the job site.

F. If the credentials are appropriate, and before beginning the inspection, the City Manager, or designee, should ask the ~~UOSHA~~UOSH inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the ~~UOSHA~~UOSH inspection was due to an employee complaint, the City Manager, or designee, should request a copy of the complaint. This will help Heber City correct any safety problems, (Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).

G. The City Manager, or designee, should accompany the ~~UOSHA~~UOSH inspector during the entire inspection of the job site.

H. The City Manager, or designee, should take notes throughout the entire inspection. The City Manager, or designee, should note every comment and observation made by those participating in

the inspection. The City Manager, or designee, accompanying the ~~UOSHA~~UOSH inspector should not volunteer any unsolicited information.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.8 Reporting Accidents ~~to be Reported~~and Near-Misses

Accidents should be reported in the following manner:

- ~~A.~~ All employees are required to report any injuries or accidents to their manager or supervisor and Human Resources.
- With input from the employee, managers will complete an Employee Accident Investigation Form.
- The completed form must be submitted to Human Resources within 24 hours of the incident to ensure a claim is submitted to our provider within their guidelines.
- If an employee is in need of medical treatment, they should be referred to 5 Minute Clinic 1200 South Heber City, UT or Urgent Care facility (*See* Section 13.9).
- If there is an emergency situation involving serious injury, profuse bleeding, head injury, inability to breathe, etc. immediately call 9-1-1 and/or have the employee visit the nearest Emergency Room located at the Heber Hospital.
- All paperwork regarding treatment received by the employee for a worker's compensation injury/incident must be submitted to Human Resources within 8 hours or by the end of shift/work day of treatment.
- Under no circumstances should a team member suffer from any form of retaliation due to a work-related injury.

In some cases, an employee will be placed on restricted duty due to their injury. This will be revealed in the paperwork received from the care provider. As the employer, we are required to follow all restrictions to assist in the team member's recuperation and avoid any additional injuries. If we are unable to meet the parameters, the employee will be released from work until all restrictions can be accommodated or the individual is released, by a medical provider, to full duty. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify ~~the City Manager or~~ their supervisor, Safety Committee Chair, Human Resources or the City Manager, who will ensure prompt and qualified medical attention is provided and all required ~~UOSHA~~UOSH reports are completed.

B. The ~~City Manager~~Safety Committee Chair, or designee, will investigate the job related injury to determine the cause of the injury. The injured employee and anyone directly involved in the incident will report to the Safety Committee courses of action that could have been avoided or safety failures.

C. Heber City shall contact ~~UOSHA~~UOSH within ~~twelve (12~~eight (8 hours) of the occurrence of any job related death, disabling, serious, or significant injury, and/or any occupational disease.

D. Heber City shall file the required report with ~~UOSHA~~UOSH within seven (7) days after first knowledge or notification of any injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as

scratches and cuts do not need to be reported to ~~UOSHA~~UOSH if they require only minor first-aid treatment.

E. Heber City shall keep a copy of the ~~UOSHA~~UOSH report in the ~~UOSHA~~UOSH File.

F. Heber City shall give the employee a copy of the ~~UOSHA~~UOSH report and explain the employee's rights and responsibilities concerning the work related injury or occupational disease.

Commented [CA7]: Change industrial commission to UOSH 8.3A

G. If an employee later dies as a result of a work-related injury, Heber City shall file a report with ~~UOSHA~~UOSH within seven (7) days of first knowledge or notification of the death.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 8.9 Fit For Duty

The city recognizes that physical or mental ability issues may impact an employee's ability to perform his or her job duties. It is in the best interest of the city and the employee to identify factors impacting the workplace.

1. Procedures:

A. A supervisor may refer an employee for a fitness-for-duty evaluation. The supervisor will make a written request to the City Manager or Human Resource Manager when referring an employee for an evaluation. The request will include a brief description of the employee's work history and any work-related problems.
B. The evaluation will be conducted by a private contracted provider.
C. The city will notify the employee in writing of the required evaluation date, time and location.
D. The city will place the employee on paid administrative leave during the evaluation period.
E. Evaluation costs are paid by the city.

2. Fitness for Duty Evaluation:

A. The provider's written evaluation will include:
   a. reasons for the referral;
   b. a diagnosis including expected duration and required medical or psychological plan;
   c. a statement indicating whether the employee can perform the job;
   d. identification of any tasks the employee cannot perform; and
   e. a statement indicating whether the employee needs a reasonable accommodation to perform the essential job duties and the recommended accommodation.
B. Upon completion of the fitness for duty evaluation, the city will notify the employee of the results.

C. The department head, in consultation with the city manager and HR manager, will determine whether the employee may return to work, be placed on qualifying leave, or be separated from employment.

D. An employee who refuses to submit to a fitness for duty evaluation or fails to make progress towards completing the evaluation plan may be disciplined in accordance with the city's disciplinary policies.

3. Confidentiality and Records

A. Records obtained under this policy that contain medical, psychiatric or psychological data about an employee will be classified as protected in accordance with the Government Records Access and Management Act (GRAMA).

B. Evaluation information may only be released for employment-related purposes and will be limited to persons with a work-related concern.

C. Fitness-for-duty evaluation records will be kept in a locked file by the HR manager and will be made available only to qualified medical personnel upon written release from the employee and in accordance with applicable state or federal laws relating to medical records.

Section 8.10 Miscellaneous

In addition to the rules and regulations specified above, the following shall apply:

A. Employees who do not understand or speak the English language shall not be assigned to any duty or place where the lack or partial lack of understanding or speaking of English might adversely affect the safety of themselves, or of other employees.

B. Where there is a risk of injury from hair entanglement in moving parts of machinery, employees shall confine their hair to eliminate the hazard.

C. Loose sleeves, tails, ties, lapels, cuffs, or similar garments which can become entangled in moving machinery shall not be worn where an entanglement hazard exists.

D. Wrist watches, rings, accessories or other jewelry shall not be worn on the job where they constitute a safety hazard.

E. No employee shall carry, consume, or possess liquor in a place of employment unless required to do so by the employee's normal job duties.

F. No intoxicated person shall be allowed to go into or loiter around any operation where workers are employed, or operate any vehicle or equipment owned by the city or used for city purposes.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 9

TERMINATION OF EMPLOYMENT

Sections:

9.1 At-~~will~~Will Employment Status
9.2 Appointed Employees
9.2~~3~~ Classified Merit Employees
~~9.3 Position Reclassification~~
9.4 ~~Abolition~~Elimination of Position
9.5 Transfer from Classified to Exempt Status -

9.6 Reduction in Workforce

Section 9.1 At-will Employment Status.

Except for the specific protections set forth in this Personnel Policy, protections provided by federal or state law, or provisions in a written contract between the City and the employee, all employees of the City are at-will employees. Due to the unique circumstances that may be involved in different types of disciplinary actions, variations from the procedures in this Personnel Policy or the City's failure to strictly comply with the procedures in the Personnel Policy shall not be grounds for overturning a disciplinary action if the employee was provided an adequate opportunity to respond to the disciplinary action.

Section 9.2. Appointed Employees

Except as otherwise provided by law ~~or,~~ ordinance or a written employment agreement, positions such as City Manager, Chief of Police, City Recorder, City Treasurer, Airport Manager and City Attorney can be terminated at any time by the Mayor with the advice and consent of the City Council. Retention of the Justice Court Judge is subject to Utah ~~State~~ Code § 78A-7-203.
~~(11032016cc, Amended Resolution 2016-17, 04042013cc, Amended, 04/04/2013, Resolution 2013-03; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 9.2~~3~~ Classified Merit Employees

~~A. Classified Service employees who have successfully completed their probationary period (per section 1-5-2) are not subject to separation or suspension except for cause or reasons of curtailment of work or lack of funds. Classified employees have the right to appeal their separation to the Grievance Appeals Board through the established procedure as outlined in Article X.~~

~~B.~~ No ~~person~~merit employee employed ~~in the Classified Service~~ by the City may be terminated from service as a result of a change in the elected administration of the City or for the political expediency of elected officials.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~**Section 9.3 Position Reclassification**~~

~~No classified employee shall be removed from employment by means of reclassification or transfer of job function where the evident job reclassification or transfer of job function is primarily for the purpose of terminating the employee.~~
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 9.4 ~~Abolition~~ Elimination of Position

If a circumstance should arise requiring the abolition of a certain position(s), job security shall be maintained by:

A. The employee shall be returned to a previous position if such position is open, but may receive a reduction in pay as determined by the department head and the City Manager~~.~~;

B. The employee may be promoted based on merit and qualifications~~.~~;

C. The employee may be transferred to another division or department to fill an open position of equal pay for which he/she is qualified~~.~~; or

~~OR~~

D. If none of the above alternatives are available, the employee will be separated.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 9.5 Transfer from ~~Classified~~Hourly to Exempt Status

A. If a circumstance should arise where ~~a classified~~an hourly employee is promoted to ~~an exempt~~a position and it is the desire of either the employee or the City for the employee to resign from that position within six months of the promotion date, the employee shall have the following options:

1. The employee shall be returned to his/her previous position but shall receive a reduction in pay to his/her rate of pay before the promotion~~.~~; or

~~OR~~

2. The employee may be transferred to another division or department to fill an open position for which he/she is qualified with the pay rate of the new position.

B. Any employee hired to replace an employee promoted in this situation shall be notified of this policy and that his/her position may not be available should the incumbent return within the six-month period.
~~(04172003cc, Adopted , 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 9.6 Reduction in Workforce

Should it become necessary to undergo a reduction of the workforce, brought about by a curtailment of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of Heber City, the city will utilize the following sequence as far as practicable to achieve the required reduction-in-force:

A. Temporary employees (may be separated or reduced in work hours).
B. Part-time employees (may be separated or reduced in work hours).
C. Full-time employees (may be separated or reduced in work hours).

In determining which employee(s) shall be separated or reduced, administration will determine which positions are affected based on such factors as, but not limited to, longevity, performance, and city needs.

An employee laid-off as a result of business conditions (mentioned above) will have the right to be recalled to their former position, seniority and pay for up to a period of 6 months following the date of their lay-off. After that point/date, the former employee has no recall rights.

Article 10

DISCIPLINARY PROCEDURES

Sections:

10.1 ~~Causes for Disciplinary Action~~
~~10.2 Oral Warning~~
~~10.3 Memorandum of Counseling~~
~~10.4 Written Reprimand~~
~~10.5 Suspension~~
~~10.6 Demotions~~
~~10.7 Termination~~

~~10.8 Pre-Termination Hearing~~
~~10.9 Documentation~~

~~Section 10.1 General Policy and~~ Causes for Disciplinary Action
10.2 Types of Disciplinary Action
10.3 Disciplinary Due Process

Section 10.
~~A~~**1 General Policy & Causes for Disciplinary Action**

A. General Policy.

1. It is the policy of Heber City that employees will be informed about what is expected at work, what constitutes employee misconduct, and the employee's rights.

2. It is the responsibility of all employees to observe rules of conduct for the necessary for the proper operation of City government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of changes to the employee.

3. Disciplinary action, up to and including termination of employment, may be imposed for any of the causes set forth in Section 10.1.B.

4. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Personnel Record.

5. The Human Resource Manager is to be consulted during the disciplinary process, and if necessary, be present at disciplinary hearings.

B. Causes for Disciplinary Action.

1. It is the responsibility of all employees to observe policies and appropriate regulations necessary for the proper operation of City government functions. Administrative procedures have been established for the handling of disciplinary measures including, but not limited to, reprimand, suspension, demotion, and termination. ~~All such measures shall follow the presentation of charges to the employee. Charges shall include, but not be limited to, those listed below~~ Disciplinary action, up to and including termination of employment, may be imposed for any of the following reasons:

~~1~~ a. Violation of the laws of the state of Utah, the law of the United States, or any City regulations, official policy, or departmental orders, other than minor traffic offenses;

b. Refusal to comply with a lawful instruction unless such instruction is injurious to the ~~employee's~~ general public health or safety;
~~2~~
c. Insubordination;
~~3~~
d. Conviction of a felony while an employee of the City;
~~4~~

e. Indulging in offensive conduct or using offensive language towards the public or in public toward City officers or employees;

~~5~~

f. Deliberate or careless conduct endangering the safety of the employee, other employees, or the general ~~-~~public;

~~6~~

g. Inducing or attempting to induce any employee in the service of the City, to commit an unlawful act, violation of City regulations, official policy, or departmental orders;

~~7~~

h. Using, threatening or attempting to use personal or political influence in an effort to secure special consideration as a City employee;

~~8~~

i. Incompetency and inefficiency in the performance of job duties;

~~9~~

j. Carelessness or negligence with City monies, equipment, or property;

~~10~~

k. Theft or intentional destruction of City property beyond regular duties;

~~11~~

l. Intentional falsification of personnel records, pay and time reports, inaccurate receipts or reimbursements or other City records;

~~12~~

m. Being under the influence of alcohol or illegal drugs while on duty;

~~13~~

n. Sleeping ~~on duty.~~while being compensated or clocked in;

o. Unjustified interference with work of other City employees;

p. Misconduct, malfeasance, misfeasance, nonfeasance;

q. Unauthorized or excessive absences or tardiness;

r. Violation of or failure to comply with any section or provision in this Personnel Policies;

s. Falsifying City records;

t. Fighting or arguing (verbal or physical), threatening physical conduct, or physically intimidating another on City premises, or while on City business or in a City uniform;

u. Conduct that creates a hostile work environment, including, but not limited to:

i. Derogatory remarks about another employee.

ii. Visual messages (e.g., posting of cartoons) that are demeaning to an employee.

iii. Jokes that stereotype or make fun of an employee.

iv. Unwelcome or inappropriate nicknames for an employee.

v. Verbal or nonverbal (e.g., mimicking or imitating) innuendoes that have a negative connotation for an employee.

~~B. For violation of any of the preceding policies and appropriate regulations, the employee may be subject to disciplinary action, up to and including termination.~~

~~C. Supervisors will provide written documentation when an employee is charged with any items in § 1-10-1 item A, and other causes for disciplinary action. The supervisor will follow guidelines for discipline as outlined in § 1-10-2 through § 1-10-6.~~
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

vi. Excessive gossip about other employees or spreading rumors about other employees.

Section 10.2 ~~Oral~~Types of Disciplinary Action

A. Verbal Warning

~~Whenever~~ Whenever grounds for disciplinary action exist, ~~and~~ the supervisor ~~determines that more severe action is not~~may immediately ~~necessary, the supervisor should orally~~verbally communicate to the employee the supervisor's observation of the ~~deficiency demonstrated~~issue at the time of the action and documentation made of the reprimand. Documentation of the verbal warning shall include date, time, unacceptable action, and a commitment from the employee to correct the behavior as soon as possible. Whenever possible, sufficient time for improvement should precede additional disciplinary action.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~**Section 10.3 Memorandum of Counseling**~~

~~The City Manager, a department head, or designated supervisor~~ However, the level of severity may ~~counsel in writing an employee when grounds for disciplinary action exist and the supervisor believes that an oral warning is insufficient or has already been given. The memorandum is to be signed by the supervisor and the employee and maintained by the supervisor in a location other than the employee's permanent personnel file~~require more serious action.
~~(08192004cc, Added, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~Section 10.4~~
B. Written Reprimand

~~The~~ The City Manager, a department head, or designated supervisor may issue a written reprimand to an employee ~~for cause.~~ Such reprimand shall be in writing ~~and~~, shall be addressed to the employee~~.~~, and shall detail the specific causes for the written reprimand. A copy signed by the supervisor ~~and City Manager~~ shall be delivered to the ~~City Recorder~~Human Resource Manager for inclusion in the employee's personnel file. ~~The affected employee will acknowledge receipt of the reprimand by signature.~~Failure to sign the written reprimand may be grounds for additional disciplinary action, including termination of employment.
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~Section 10.5~~
C. Suspension

A department head or supervisor, with the written approval of the City Manager, may suspend, with or without pay, ~~an~~a merit employee ~~in the classified service~~ for up to, but not exceeding, thirty (30) calendar days as discipline for cause. On or before the effective date of ~~the~~any suspension without pay, the employee shall be furnished with a written copy of the statement setting forth reasons for suspension. ~~Upon receipt of a written statement of suspension, the employee may appeal as provided in Article XI.~~
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

D.

~~Section 10.6~~ **Demotions**

A department head or supervisor ~~may~~, with the ~~written~~ approval of the City Manager, may demote any ~~classified~~merit employee in his/her department for ~~either the good of the service or for~~ a disciplinary measure for cause. ~~A classified service employee, demoted, shall have the right to appeal as provided in Article XI.~~
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~Section 10.7~~

E. Termination

A department head or supervisor may, with the ~~concurrence~~approval of the City Manager, may terminate ~~for cause~~the employment of an employee of any ~~classified~~merit employee in his/her department for cause by delivering a written statement of reasons for termination to the employee concerned, with a copy to be placed in the employee's personnel file. ~~Upon receipt of such written statement of termination, the classified service employee may appeal as provided in Article XI.~~
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 10.~~8 Pre-Termination Hearing~~3 Disciplinary Due Process

~~**With respect to Section 1-10-1, 1-10-4, and 1-10-6, prior to termination tenured public employees are entitled to a pre-termination hearing with the department head/supervisor and**~~ A. **Conducting an Investigation**

1. The City Manager ~~**wherein he**~~, or ~~**she has an opportunity to present reasons, either in person or in writing, why the proposed adverse action should not be taken; the employee is entitled to oral or written notice of charges against him,**~~designee, may conduct an ~~**explanation of employer's evidence and an opportunity to present his or her side of the story.**~~investigation into the allegations which form the grounds for disciplinary action.

2. During an investigation to determine the facts upon which disciplinary action may be imposed, the City Manager, or designee, may place an employee on administrative leave.

3. An independent third party may be used to conduct an employee investigation.

B. **Imposing Disciplinary Action**

1. The City Manager, or designee, shall conduct disciplinary action in a consistent manner. The procedure need not be elaborate but only fair and reasonable.

2. Each employee shall be afforded access to Heber City rules, policies and procedures.

3. In determining the type of severity of the ~~event~~disciplinary action, the ~~**hearing is for a department head/supervisor**~~City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the ~~**hearing will be held with the City Manager**~~repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on City operations; and/or the potential of the misconduct to harm person(s) or property.

4. For disciplinary action, other than a verbal reprimand or suspension with pay, the City shall, within five (5) business days of the disciplinary action, provide a written notice of disciplinary action. The written notice may be delivered by mail, email or hand-delivery. If the City is unaware of the current location of the employee, delivery by the means that the City decides is most likely to reach the employee shall be adequate. The written notice of disciplinary action shall generally include:

a. The grounds for disciplinary action, including a description of the misconduct for which the disciplinary action is being imposed;

b. Any prior disciplinary action imposed;

c. The effective date and ~~**the Mayor.**~~duration of the disciplinary action; and

d. The corrective action necessary, if any, for the employee to avoid further disciplinary action.

5. The City Manager, or designee, may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's performance evaluation form. Any documentation made of disciplinary actions should be signed by both the employee and the supervisor. A copy of this documentation will be kept with the employee's file.

6. ~~_____~~ Refusal to sign the form may be the basis for further disciplinary action, including termination of employment.

7. The U.S. Supreme Court has ruled that in an internal investigation conducted solely for administrative purposes, the employee being questioned will be required to answer all questions. The Garrity warning must be read to all suspects prior to questioning in an administrative investigation~~,~~ when the suspect is required to answer under threat of disciplinary action. This warning will only be used by an assigned internal affairs investigator.

8. ~~_____~~Garrity Warning: I advise you that you are required to testify or provide evidence as part of an official investigation of Heber City. This inquiry involves the _____ (incident involved) and is in accordance with City policies and procedures. This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident. The information or evidence you provide for this administrative investigation cannot be used against you in any criminal proceeding. However, your statements may be used against you in a subsequent administrative action. Refusal to answer questions or to testify to matters related to this incident implies that you have violated City policies and such refusal is cause for disciplinary action, including termination.

~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 10.~~9 Documentation~~4 Appeals

~~Any documentation made of disciplinary actions should be signed by both the employee and the supervisor. A copy of this documentation will be kept with the employee's file.~~
~~(08192004cc, Renumbered, 08/19/2004)~~

A. Trial period employees have no appeal rights.

B. Employees have no "verbal warning" appeal rights.

C. Any merit employee who receives a disciplinary action in excess of a verbal warning (i.e. written reprimand, suspension with or without pay, involuntary transfer, or discharge) may request an informal meeting with the City Manager to discuss the disciplinary action within five (5) business days of the written notice of the disciplinary action. The meeting request shall be made in writing to the Human Resource Manager. The City Manager may request that the City Human Resources Manager, City Attorney or any other person be present at the meeting. The employee may have an attorney or other individuals invited by the employee present at the meeting. The City Manager shall provide written notice to the employee that the City Manager has either upheld the disciplinary action or has amended the disciplinary action. The City Manager's written notice does not require any justification for the City Manager's decision or any other findings of fact or conclusion of law.

D. In accordance with Utah Code § 10-3-1106, any employee (except trial employees) who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason shall have the right to appeal the disciplinary action imposed to the Appeals Hearing Officer.

1. An employee must submit their written notice of appeal to the Human Resources Director within ten (10) calendar days of the original disciplinary action or the City Manager's written notice (if the employee timely requests an informal meeting with the City Manager) or an employee will be deemed to have waived all appeal rights.

2. The Appeals Hearing Officer shall conduct a hearing in which both the City and the employee shall be entitled to present evidence and arguments. The Appeals Hearing Officer may allow briefing by the parties.

3. If the appeal board or hearing officer finds in favor of the employee, the appeal board or hearing officer shall provide that the employee shall receive:

(i) the employee's salary for the period of time during which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or

(ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration

Article 11

GRIEVANCE PROCEDURE

Sections:

11.1 Policy Statement
11.2 Purpose & Objective
11.3 Procedures
11.4 Immunity

Section 11.1 Policy Statement

A. It shall be the policy of Heber City to ~~comply with Utah Code § 10-3-1106 as amended, (see appendix) and~~respond to ~~adjust~~ grievances of employees in a prompt, forthright, and professional manner. Within the framework of existing laws and regulations, every effort shall be made to ~~adjust~~respond to grievances in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment over which he/she has no control but desires remedial action and is desirous of filing an appeal for relief of that condition. Employees who have grievances created by work situations shall have the right to submit such grievances for orderly disposition according to the procedures as outlined in this Article. The grievance process shall not include an appeal from a disciplinary action.

B. Grievances shall include, but are not limited to, such matters as employee-supervision relationships, duty assignments not affecting job classification, shift and job location assignments, hours worked, working facilities and conditions, policies for granting leave, ~~disciplinary actions,~~ and similar matters. Grievances shall not include issues dealing with wages, salaries, benefits, budget items or other financial matters. Only the grievance presented originally shall be considered on appeal as the process progresses. ~~To insure this limitation, a copy of the original grievance shall be filed at the office of the City Recorder.~~

C. Similar grievances may be consolidated and processed together as a single issue. Every effort shall be made by the involved parties to resolve grievances at the lowest possible level.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 11.2 Purpose & Objective

The purpose of this Article is to establish a grievance procedure which will provide all ~~classified service~~merit employees with a clearly defined and organized communications system through which employees may present complaints or grievances to their supervisor(s). The objective of these procedures is to provide employees and management with a system of grievance resolution which is free from discrimination, coercion, intimidation, restraint, or reprisal, and which will also enable employees to receive fair and equitable treatment and adjustments to those grievances which they may have.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 11.3 Procedures

A. All grievances~~, with exception of involuntary termination or transfer,~~ shall be handled in the following manner:

Step 1. The employee with a complaint or grievance shall either report in writing ~~and~~or discuss the issue with his/her immediate supervisor ~~within ten (10) working days after the affected employee first knew or became aware of the act or condition upon which the~~ . If the grievance ~~is based. If the complaint~~ is with the individual's immediate supervisor, he/she may skip this step and move to the next step. ~~The supervisor shall render a decision within ten (10) working days of the date he/she becomes aware of the grievance by the employee's report unless extenuating circumstances exist and then as soon as reasonable.~~

Step 2. If no mutually agreeable settlement is reached under Step 1, ~~then within ten (10) working days after receipt of an answer to Step 1~~ the grievance shall be filed in writing ~~to the employee's department head by the affected employee~~ with ~~a copy to~~ the ~~City~~Human Resource Manager, specifying which term(s) or condition(s) of employment he/she feels has been violated or might require relief. ~~The department head will give a response in writing within ten (10) working days after receipt of the grievance.~~

Step 3. If no mutually agreeable settlement is reached under Step 2 ~~within ten (10) working days after receipt of the department head's decisions~~, the parties involved may petition in writing to the City Manager for his/her review. ~~He/she shall have ten (10) working days after receiving the written grievance to thoroughly investigate the matter, place the findings in writing, and notify the parties concerned of the decision.~~

Step 4. If no mutually agreeable settlement is reached under Step 3, then those involved may petition in writing to the City Council for a closed session by filing the petition in writing to the ~~City Recorder within ten (10) working days after receipt of the City Manager's decision.~~Human Resource Manager. The decision of the City Council shall be made within ~~45~~60 days and shall be final.

~~B. All grievances pertaining to involuntary termination or transfer of classified employee shall be handled in the following manner:~~

~~Step 1. The appeal shall be taken by filing written notice of the appeal with the City Recorder within 10 (ten) working days after the involuntary termination or transfer. Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Appeals Board. Upon receipt of the referral from the City Recorder the Appeals Board shall forthwith commence its investigation, take and receive evidence and fully hear and determine the matter which related to the cause for the involuntary termination or transfer.~~

~~Step 2. The employee shall be entitled to appear in person and to be represented by legal counsel before the Appeal Board, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the Board.~~

~~Step 3. In the event the Board upholds the involuntary termination or transfer, the employee may have thirty (30) calendar days thereafter to appeal the final action or order of the Board of Appeals to the City Council whose decision shall be final. The decision of the Board shall be certified to the Recorder within fifteen (15) calendar days from the date the matter is referred to it except as below.~~

~~a. For good cause, the Employee Appeal Board may extend the fifteen (15) day period to a maximum of sixty (60) days, if the employee and City both consent.~~

~~Step 4. In the event that the Board overturns the involuntary termination or transfer, the Recorder shall certify the decision to the employee affected and also to the department head from whose order the appeal was taken.~~
~~(2014-07, Amended, 06/05/2014, Resolution 2014-07; 08182011ee, Amended, 08/30/2011, Resolution 2011-09; 08192004ee, Amended, 08/19/2004; 04172003ee, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 11.4 Immunity

If any employee is denied the opportunity to present a grievance as prescribed by this Article, or if the employee is threatened or subjected to duress when presenting the grievance, the employee may ~~so~~ notify the City Council in writing. The City Council shall authorize an investigation of such complaint and, based upon findings, act in accordance with disciplinary procedures as outlined herein.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 12 - DELETED

~~EMPLOYEE APPEAL BOARD~~

~~**Sections:**~~
~~12.1 Employee Appeal Board~~
~~12.2 Repealed by 08182011cc~~
~~12.3 Duties and Responsibilities~~
~~12.4 Terms of Office~~

~~Section 12.1 Employee Appeal Board~~

~~The Board shall consist of one member who is a member of the Utah State Bar in good standing, who is appointed by the Mayor with the advice and consent of the Council.~~
~~(08182011cc, Amended, 08/30/2011, Resolution 2011-09; 2011-09, Amended, 08/18/2011; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~Section 12.3 Duties and Responsibilities~~

~~The Board shall serve as the review authority for the Classified Service employees, handling appeals on matters pertaining only to involuntary termination or transfer of classified service employees. If termination is overturned, the board is to make a recommendation to the City Council as to whether the employee should be compensated for lost wages and benefits and what disciplinary action should be taken, if any.~~
~~(08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~Section 12.4 Terms of Office~~

~~The member shall serve for the time period set forth in the resolution consenting to the appointment.~~

~~A. During his/her appointment to office, the Board member may, by majority vote of the City Council, be removed from the appointment for negligence, gross misconduct, or blatant partiality.~~

~~B. A Board member found guilty of the above actions shall be issued a written statement specifying the reasons for his/her removal.~~
~~(08182011cc, Amended, 08/30/2011, Resolution 2011-09; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Article 13

COMPENSATION AND BENEFIT PLAN

Sections:

13.1 Eligible Employee
13.2 Compensation
13.3 Establishing Salary Grade
13.4 Total Compensation
13.5 Classification and Allocation
13.6 Appointments, Reinstatements, Promotions and Transfers
13.7 Merit Salary Adjustment
13.8 Salary Range Adjustment
13.9 Overtime and Compensatory Time
13.10 Special Assignment Pay
13.11 Supervisory Compensation for Emergencies
13.12 Holidays
13.13 Vacation
13.14 Sick Leave
13.15 Sick Leave Incentive Policy
13.16 Long Term Disability Insurance
13.17 Family and Medical Leave Policy
13.18 On-Call Policy-Public Works/Animal Control
13.19 Worker's Compensation
13.20 Bereavement Leave
13.21 Military Leave
13.22 Court Leave
13.23 Administrative Leave
13.24 Leave Without Pay
13.25 Lactation/Breastfeeding
13.26 Retirement
13.2627 Insurance
~~13.27 Termination and Severance Pay for At-Will Employees~~
13.28 Payment of Wages
13.29 Instant Award Policy
13.30 Time Off for Election (Voting)
13.31 Call-out Pay
13.32 Wage Advancement

Section 13.1 Eligible Employee

A. Only the full-time employees of Heber City, as defined by ordinance, shall be eligible for and subject to compensation benefits described in this Article.

~~A~~

B. Elected Officials and members of boards and commissions shall be subject to applicable sections of state law and local statute. Unless otherwise specifically stated, elected officials and members of boards and commissions shall not be covered by the provisions of this Article.

~~B~~C. Volunteer personnel and personnel appointed to serve without pay, contract employees, consultants and council rendering temporary professional service, and temporary, seasonal, part-time "as needed", or emergency employees, unless otherwise specifically stated, shall not be covered by the provisions of this Article.

~~(08072014, Amended 08/07/2014, Resolution 2014-12; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.2 Compensation

A. The Compensation Plan of the City of Heber shall consist of a schedule of salary ranges for all positions as prepared by the City Manager and approved by the City Council.

B. Each grade shall be assigned to the appropriate salary range in the Compensation Plan. The rules for interpreting and administering the Compensation Plan are outlined herein.

~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.3 Establishing Salary Grade

In recommending which salary grade each position shall be assigned to, the City Manager shall give appropriate consideration to the following factors:

A. Maintenance of equitable relationships between grades based on the relative duties and responsibilities;

B. The level of prevailing rates for comparable work in private and public employment;

C. Available cost of living information.

~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.4 Total Compensation

A. The pay rates set forth are to be considered gross compensation for full-time service in the different grades. By full-time service, it is meant that number of hours which regularly constitutes the scheduled work period of service which shall be defined hereafter to be thirty (30) hours per week.

B. Pay rates shall be calculated from the salary ranges as set forth in the salary schedule.

~~(09192013cc, Amended, 09/19/2013, Resolution 2013-13; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.5 Classification and Allocation

A. The total number of employees of a department and the total number of employees of each grade within any department shall be determined by the City Manager with the advice and consent of the City Council. Such determination shall be consistent with the funds appropriated in any current fiscal year budget and the factors for determining initial classification of positions in accordance with 1-13-2.

Commented [JC8]: Not sure what this is referencing

B. The classification of a position may hereafter be altered by the addition, division, consolidation, or abolishment of the grade on request of the department head and approval of the City Manager; whereupon the copy of the salary schedule/pay grade maintained in the ~~City Recorder~~Human Resources Manager office shall be corrected accordingly without amendment to this section. However, no such change in grade can be made until the request is documented by a job inventory and a position audit that will be completed and filed in the ~~City Recorder~~Human Resources Manager office. Failure to adequately document or substantiate the requested change according to accepted grade standards shall result in disapproval of the request.

C. The assignment of grades may hereafter be changed on the recommendation of the department heads with approval of the City Manager, provided the proposed change conforms with the approved budget.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.6 Appointments, Reinstatements, Promotions and Transfers

A. Initial appointment to positions shall be made at the entrance rate for the grade. Any exceptions must be approved by the City Manager upon written justification by the department head and/or supervisor.

B. For purposes of definition, a promotion shall take place whenever an employee moves from one position to another position with a higher salary range. When an employee is ~~so~~ promoted, he/she shall be entitled to the appropriate salary range for that position with a minimum increase of 5%. A promotion to a supervisory position can merit above a 5% wage increase at the department head's request, and subject to the approval of the City Manager. When the employee is promoted, he or she will be on ~~probationary~~trial service status for a period of six (6) months since he/she will be performing a new job function. When an employee's pay grade is changed from one pay grade to a higher pay grade as a result of certifications, training, experience, etc., a ~~probationary~~trial service period will not be required if his/her job duties have not changed significantly.

C. An employee who is demoted or voluntarily transfers to a job in a lower salary range than the class to which he/she was previously assigned, shall have his/her salary reduced according to the decision of the City Manager after discussion with the department head.

D. If an employee transfers to a position in another department to which the same salary range is applicable, he/she shall be entitled to the corresponding step that will provide the same rate of pay.

E. An employee whose position is reclassified from one salary range to another shall be paid at the same rate for which he/she was paid in the previous salary range or the lowest step in the new

salary range, whichever is greater.
~~(06042015, Amended 06/04/2015, Resolution 2015-08; 08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.7 Merit Salary Adjustment

A. All employees shall be eligible for consideration of a salary adjustment on ~~July~~January 1 of each year and at any other period deemed appropriate by the City Manager or by the City Council.

B. For the purpose of determining eligibility for advancement, the supervisor of the employee shall so indicate on the employee evaluation of the preceding year. An employee who has been demoted or suspended during the preceding year shall not be eligible for a salary adjustment until the following year unless an interim written appraisal has been performed by the supervisor more than 90 days after the demotion or suspension which shows a significant improvement in performance.

C. The following shall not be considered as breaks in qualifying service for salary adjustments:

1. Authorized military leave provided the person is reinstated within ninety (90) days following honorable discharge from the military service;
2. Authorized educational leave;
3. Time during which an employee is receiving compensation for injury, or disease arising out of and in the course of his/her employment;
4. Authorized leave of absences without pay of fifteen (15) calendar days or less within any calendar year;
5. Authorized leave of absence with pay.

D. When a salary adjustment is delayed solely through administrative or clerical error, the adjusting shall be made effective as of the date it was properly due.
~~(06052014, Amended, 06/05/2014, Resolution 2014-07; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.8 Salary Range Adjustment

In order for employees in ~~classified~~hourly or exempt service to maintain constant buying power in the face of either economic inflationary or recessionary periods, the ~~classified~~hourly and exempt salary ranges within the Compensation Plan shall be reviewed annually and adjusted if deemed appropriate. The City Council may implement a Cost of Living Adjustment for all employees effective on the first full pay period of the fiscal year.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.9 Overtime and Compensatory Time

A. Overtime compensation is set by application of guidelines derived from the Fair Labor Standards Act, as amended, and the Utah Code where applicable. Overtime is defined as work in excess of forty (40) hours during any one work week. A work week is a regularly recurring period of 168 hours, or seven consecutive 24-hour periods. A work week begins at 12:01 a.m. on Monday and ends at 12:00

midnight on Sunday. Overtime for POST Certified Public Safety Employees is defined as hours worked in excess of 84 hours during the bi-weekly pay period. Public Safety employees must work a minimum of 20 hours per week to qualify for retirement benefits.

B. If an employee needs to make up hours, the missed hours must be made up during the work week in which the hours were missed. An employee will not be compensated for hours not made up during that work week; i.e., an employee cannot work thirty (30) hours one week and fifty (50) the next and average the two weeks together. The number of hours worked over two or more work weeks cannot be averaged to avoid payment of overtime.

C. In emergency situations only, supervisors may request an employee to accept extra work on an overtime basis. Department determination of overtime needs is subject to review and approval by the City Manager. An emergency situation will be defined by the supervisor.

D. Overtime is intended to be used in emergency situations or under very unusual circumstances and shall be kept conservative commensurate with the best interests of the City.

E. An employee's claim on overtime exists only when management imposes requests or demands which cannot reasonably and customarily be satisfied within a normal work week. If an employee cannot accomplish necessary work in a given work week, the employee should inform the supervisor for a decision of whether overtime should be permitted.

F. An employee may not voluntarily work overtime; i.e., remain at the job and do work, take work home, or do any other type of work that the employee would be compensated for if their supervisor had requested such work to be done. In essence, wage and hour employees are not to work before, beyond, or outside their normal hours or are not to work overtime unless authorized. Supervisors shall prevent employees from engaging in such activities.

G. The amount of time given an employee for paid vacation or sick leave will not be included in calculating hours for overtime payment. Employees may choose to accept compensation for scheduled vacation in situations where vacation hours and hours worked exceed 40 hours at a straight time rate (when called out).

H. Overtime shall be paid at the rate of ~~one and one half~~1.5 times the hourly rate of pay for the employee. Employees may not sign agreements to work at straight time.

I. The following positions are exempt from overtime compensation: City Manager, Chief of Police, Police Lieutenant, City Attorney, Justice Court Judge, City Engineer, Senior Accountant, Assistant City Engineer, Airport Manager, Network Administrator, Public Works Director, and Planning Director.
~~(Amended 11032016 – Res. 2016-17)~~

J. Employees have the option of either receiving pay or compensatory time for any overtime worked. An employee must indicate which choice they prefer when time sheets are turned in for each pay period applicable. Employees may not change the option once the time sheet has been submitted.

K. Employees may accrue compensatory time not to exceed 80 hours. If compensatory time is not taken within 60 days of being earned, the employee is to be paid at the current rate received by such

employee.

L. Upon termination of employment, unused compensatory time shall be paid at the current rate received by such employee.

M. Employees shall be permitted to use compensatory time within a reasonable period after making a request if the department head or City Manager determines that the use of the compensatory time will not unduly disrupt department operations.

N. In situations where the Mayor and City Council have declared a "Disaster Emergency", employees who are called in to assist during the designated disaster period, regardless of the number of actual hours worked prior to the designated disaster period, will be paid at time and one-half for any emergency hours worked outside of, or in addition to, their normal schedule. Hours worked under those conditions must be paid hours and cannot be accrued as comp time.

M. In ~~rate~~rare cases, under conditions designated by the Mayor and City Council as a declared "Disaster Emergency", exempt employees may be eligible for overtime pay as approved by the City Manager.
~~(08182020, Amended, 08/8/2020, Resolution 2020-09; 04042013cc, Amended, 04/04/2013, Resolution 2013-03; 05052011cc, Amended, 05/05/2011, amendment per Utah State Retirement Audit; 08172006cc, Amended, 08/17/2006; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.10 Special Assignment Pay

A. An employee may be paid additional salary, upon the approval of the City Manager and with the consent of the City Council for performing duties not specified in the job description.

B. An employee required to assume his/her supervisor's duties for any period in excess of ten (10) working days shall be paid an additional rate of 5% or the lowest step of the supervisor's scale, whichever is greater, for the entire period he/she performs such duties.

C. Employees who are fluent in Spanish and regularly communicate with Spanish speaking customers are eligible to receive a pay differential of $50.00 per month. This differential must be requested by the department head and approved by the City Manager on a case~~ ~~~~-~~by~~ ~~~~-~~case basis.
~~(06042015, Amended 06/04/2015, Resolution 2015-08; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.11 Supervisory Compensation for Emergencies

The City Manager and the City Council shall have the right to authorize compensation for salaried supervisors for any and/or all time worked during an emergency. Said compensation shall be a straight time rate, or upon approval, time off with pay, and shall be strictly at the discretion of the City Manager and City Council.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.12 Holidays

A. Employees of Heber City shall receive 110 hours of holiday pay per year with pay. Because employees work various work schedules, the City Council will adopt a holiday schedule on an annual basis that takes into consideration the varying schedules. Below is a list of holidays that will typically be observed by the City:

New Year's	January 1st
Civil Rights Day	3rd Monday in January
Lincoln-Washington Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in September
Columbus Day/Veteran's Day	2nd Monday in October/November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24th
Christmas	December 25th

B. When an employee works a holiday prescribed in this section, the City shall provide compensation based on one and one-half times the number of hours worked that day times the employee's regular hourly rate of pay plus their allowed holiday pay. Police Officers will be paid one and one-half times their regular hourly rate for hours worked on the actual day of the holiday which may be a different day than is observed by other employees, plus their allowed holiday pay.

C. If an employee (with the exception of public safety) works an alternate work schedule and a holiday falls on an unscheduled work day, the employee can either:

1. Take another day off during the same week
2. Adjust the number of hours they work, not to exceed 40 hours, during the same work week

D. To adjust to varying schedules and provide all team members ~~110~~120 hours of holiday time, float holiday hours will be awarded based on the annually approved holiday schedule. Float holiday hours must be used by December 31 of the same year or be forfeited.
~~(08182020, Amended, 08/18/2020, Resolution 2020-09; Resolution 2012-04, Amended, 04/05/2012, recommended by personnel committee; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.13 Vacation

A. The purpose of vacation benefits is to allow each employee time away from the job for rest, recreation and pursuit of non-employment objectives. The time when vacations shall be taken will be determined by the department head after considering the needs of the service and the seniority and wishes of the employees.

B. Vacation credits for ~~classified~~hourly and full-time exempt service employees shall accrue as follows:

YEARS OF SERVICE **ACCRUAL RATE**

Hire date - 5 years	.83 days per month (10 days) - 3.08 hrs./pay period
5 - 10 years	1.25 days per month (15 days) - 4.62 hrs./pay period
10 years and over	1.67 days per month (20 days) - 6.16 hrs./pay period

C. On the employee's anniversary date, a maximum of thirty (30) days, (240 hours), vacation may be accrued by a full-time ~~classified~~hourly or full-time exempt service employee. If work demands do not allow for time off, an exception may be made to allow the employee additional time to utilize at a maximum of 90 days. The department head must approve this Vacation. A maximum of one-half of the employee's yearly vacation may be accrued in any anniversary year.

D. Full-time ~~classified~~hourly employees will use accrued vacation hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued vacation hours in increments of one-half of a ~~work day~~workday. A ~~work day~~workday would be considered eight or ten hours, depending on the department.

E. Vacation leaves in each department may be scheduled annually by the department head and shall be granted when it shall be convenient to the conducting of City and departmental operations. In the scheduling of such vacation leaves, department heads shall give due regard to seniority and the wishes and desires of employees. In no event shall vacation leave be denied any employee for longer than twelve (12) months from the date of his/her last vacation leave or the completion of his/her ~~probationary~~trial service period.

F. Upon termination of employment, the employee shall be entitled to any accrued vacation leave.

G. Upon death of an employee of the City, a lump sum payment for vacation time accrued to his/her credit will be made to the employee's beneficiaries or estate.

H. Vacation benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of vacation time will not be allowed (only as mentioned upon the death or termination of an employee).

I. Employees may donate up to 40 vacation hours to be used as sick leave to other employees in any given year if the other employee has exhausted his/her sick leave. Donations of vacation time will not be counted as hours used in determining the maximum accrual that can be carried forward in any anniversary year.

J. In order to attract new employees during the hiring process, additional vacation credits can be given to ~~classified~~hourly and full-time exempt service positions when the selected candidate has prior years of experience in the related job field being filled by the employee. The credits may only be granted if the new ~~hire's prior job offered vacation benefits and~~team member provides proof of past employment in the ~~City receives~~form of a W-2, or official verification from past employer of ~~that~~ accrued vacation ~~benefit before vacation benefits are given~~. The credits may be given year for year, in accordance with the current vacation accrual policy, subject to review by the Department Head and approval of the City Manager. This policy may also be extended to employees who are employed by the City as of July 1, 2017.

~~(07/06/2017, Amended, Resolution 2017-11; 05012014, Amended, 05/01/2014, Resolution 2014-04; 04042013cc, Amended, 04/04/2013, Resolution 2013-03; 08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review~~

~~by the Personnel Policy Committee)~~

Section 13.14 Sick Leave

A. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall only be allowed upon approval of the supervisor in the case of necessity and actual sickness, to meet medical appointments, or sickness prevention. Sick leave with pay can only be granted (upon approval of the supervisor) in the case of a bona fide illness of an employee or a member of the employee's immediate family as defined in ~~1.~~ Section 13-.20~~(.B).~~.

B. A full-time employee shall be entitled to ~~one (1) working day~~ 3.7 hours of six leave for each ~~month~~two weeks of full-time ~~service or major fraction thereof of actual service accumulated.~~employment. ~~There shall be no~~240 hour ~~maximum limit on the amount of sick leave accrual.~~

C. Full-time ~~classified~~hourly employees will use accrued sick leave hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued sick leave hours in increments of one-half of a ~~work day~~workday. A ~~work day~~workday would be considered ~~eight or ten~~ hours typically worked, depending on the department.

D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated on the same terms and conditions as are applied to other temporary disabilities.

E. Evidence in the form of a physician's certificate or certificate of illness, executed by the employee and his/her supervisor, may be furnished as proof of adequacy of the reason of the employee's absence during the time which sick leave was requested. Certificates may be requested by the department head, supervisor, or City Manager when there is an absence in excess of three (3) days or more or whenever there is a reason to believe sick leave privileges are being abused. ~~No employee shall be entitled to sick leave while absent from duty because of disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.~~

~~F. A person claiming sick leave with pay and any supervisor approving the same, or if it is shown that the claim was made or approved by such claimant or supervisor knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to loss of sick leave benefits. Other disciplinary action will be determined by the City Manager.~~

~~G~~ F. Employees may donate up to 40 sick hours in any given year to a citywide pool for use by other employees who have exhausted their sick leave. Donations of sick leave will not be counted against hours used for sick leave incentive. Employees may designate the person who the sick leave is given to provided they have exhausted their sick leave, or the City Manager will determine how available sick leave is allocated based on need and circumstance. Donations of sick leave cannot be made within 60 days of the voluntary termination of employment.

~~H. A classified~~ G. Hourly or exempt service employee may, upon approval of the City Manager, be granted leave with pay when extraordinary personal circumstances arise. This policy may be granted on a case-by-case basis depending on individual circumstances and duration of time employed with the City. It is anticipated that the City would use this policy on an infrequent basis considering the extraordinary nature of the events required to initiate this policy. Any leave granted in excess of 40 hours requires approval from the City Council.

~~I~~H. Upon retirement or termination, accumulated sick leave will be paid at the current pay rate, for one quarter of the accumulated hours if the employee has been employed by Heber City for at least five (5) years. If the employee has been employed by Heber City for at least ten (10) years or more, 50% of the accumulated sick leave hours will be paid at the employee's current pay rate.
~~(05012014, Amended, 05/01/2014; 07182013, Amended, 07/18/2013; 04042013cc, Amended, 04/04/2013; 06052003cc, (Amended, 11/19/2015 – Res. 2015-16; Amended, 06/05/2003; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.15 Sick Leave Incentive Policy

A. It is recognized by the Heber City Mayor and Council that there is a direct benefit to Heber City when employees are able to minimize the use of sick leave. It is the desire of the Mayor and Council to encourage the appropriate use of sick leave benefits and reward employees who minimize the use of this benefit. Pursuant to that desire, all employees who have accrued ~~480~~240 hours of sick leave shall be paid (upon the employees written consent) annually on the first payroll of December, twenty-five percent (25%) of unused sick leave for the previous twelve-month period ending November 30 or nearest pay period following November 30. ~~The remaining 75% of unused sick leave during the previous twelve-month period shall be added to the previous year's accumulated total. The calculation of this incentive shall provide that any sick leave used shall be considered as coming from the current twelve-month period and not from accrued sick leave. If an employee has accumulated over 600 hours of sick leave, they may be paid (upon the employee's written consent) for 24 hours of sick leave regardless of hours used~~ Additionally, Sick Leave accrued beyond 240 hours (6 weeks) may be converted at a rate of two to one (2:1) for Vacation hours. This conversion may be done once per calendar year, by employees who have a minimum of ten (10) years with Heber City and must be requested in writing to the Human Resources Manager with final approval from the City Manager.

B. Sick leave benefits are intended solely to provide income protection in the event of illness or injury. This benefit may be used in addition to vacation and funeral leave in the event of the death of an immediate family member up to the maximum of three days or for extended family and friends up to a maximum of one day. No other use is permitted in addition to illness or injury.
~~(07182013, Amended, 07/18/2013; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.16 Long Term Disability Insurance

A. Subject to terms and conditions established and controlled by the disability plan provider, the City sponsors Long Term Disability Insurance coverage for eligible employees for the purpose of providing income protection against the loss of an employee's ability to work and earn income for periods of time exceeding 90 days.

B. Only full-time employees are eligible for coverage.

C. The City pays the premium costs associated with the Long-~~-~~Term Disability Plan and policy provisions for covered employees. More information about the respective coverage or plan participation may be obtained through the ~~City Recorder~~Human Resource Manager.

D. Eligible employees may use any available sick or vacation leave after becoming eligible for Long Term Disability to make up any shortage of wages paid, not to exceed 100% of their regular monthly salary.
~~(08192004cc, Added, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.17 Family and Medical Leave Policy

As a supplement to its other leave policies, the City offers family and medical leaves of absence as provided by the federal Family and Medical Leave Act of 1993 ("FMLA"). In the event of any conflict between the FMLA and this Section, the FMLA shall control.

A. General Leave Provisions~~–~~. Under the FMLA, an eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for (1) the employee's own serious health condition, (2) the birth or placement for adoption or foster care of a child or (3) care of a child, spouse, or parent who has a serious health condition.

1. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.

2. An employee must have been employed by the City for at least one year and have worked at least 1,250 hours within the previous 12-month period to be eligible for the FMLA leave.

3. Leave to care for a new child must be taken within one year of the birth or placement for adoption or foster care.

4. If leave is taken for care of a new child or for care of a spouse, child, or parent with a serious health condition, an employee may elect, or the City may require the employee, to substitute any accrued paid vacation leave and/or sick leave as part of the 12-week leave as provided for in the FMLA.

~~5. If spouses are both employed by the City and seek leave to care for a new child or a parent with a serious medical condition, their combined leave is limited to 12 weeks.~~

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5. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy "when medically necessary." Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and the City mutually agree on that arrangement.

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6. If an employee requests intermittent leave or a reduced leave schedule because of a serious health condition that is foreseeable based on planned medical treatment, the City may require the employee to transfer temporarily to an alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave.

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7. "Intermittent leave" is leave that is not taken consecutively. A "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek or hours per workday.

B. Notice~~–~~. If the need for leave is foreseeable based on an expected birth or placement of a child, the employee should give at least 30 days notice, before the leave is to begin, that the employee

intends to take leave. If the situation requires leave to care for a child to begin in less than 30 days, the employee should provide such notice as is practicable.

1. If the need for leave is foreseeable based on planned medical treatment, the employee should (1) make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the City, and (2) give at least 30 days notice, before the leave is to begin, that the employee intends to take leave. If the situation requires that leave begin in less than 30 days, the employee should provide such notice as is practicable.

C. Benefits and Employment Status~~–~~. At the end of an FMLA leave under this policy, an employee is entitled to return to his or her previous position or to an equivalent position with no loss of benefits.

1. FMLA leave taken under this policy will not result in loss of any seniority or employment benefits accrued prior to the leave. No seniority or benefits will accrue during the leave, however.

2. An employee on FMLA leave under this policy will receive health benefits while on leave under the same terms and conditions as when he or she was on the job.

~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review of the Personnel Policy Committee)~~

Section 13.18 On-Call Policy-Public Works/Animal Control

A. In order to properly handle emergencies and other non-scheduled workloads, the Public Works Department and the Animal Control Department will be required to designate an on-call person who can be contacted during non-working hours to provide the necessary assistance.

B. The Public Works director and the Chief of Police will be responsible to schedule this position on a weekly rotating basis for their individual departments. The person selected will be on-call starting Tuesday at the beginning of the work-day and will remain on duty until the beginning of the work day on the following Tuesday. This person will be required to carry a telephone.

C. Compensation for this position will be the average hourly wage of a maintenance worker for the Public Works Department and the average hourly wage of an animal control officer for an 8 hour period. The on-call person shall be compensated for a minimum of 2 hours overtime for each time he/she is called out. Compensation for the monitoring of the City culinary water system on weekends and holidays is included in the weekly on-call compensation amount.

D. If called out and the situation requires more than one person to be present for health and safety purposes, it is the responsibility of the on-call person to contact those individuals necessary to assist in correcting the situation.

~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.19 Workers' Compensation

An employee injured during the performance of duty at work is covered by Workers' Compensation as provided by State law. An employee is eligible to receive Workers' Compensation payments and to supplement those payments with accrued sick leave, and/or vacation time to bring total compensation equal to the employee's present salary.

A. If An Injury Occurs

An employee who is injured on the job, no matter how slightly, must report the incident to their supervisor immediately. Employees may lose their right to worker's compensation benefits if they fail to report injuries promptly. Supervisors must contact the ~~City Recorder~~Human Resource Manager immediately if the injury is serious or if time off work is prescribed by the doctor. An "accident/incident" report must be filled out online by the employee and the ~~City Recorder~~Human Resource Manager on all reported injuries by the next business day. Any time spent obtaining medical care on the day of the accident will be counted as "hours worked" on the employee's timecard.

B. Medical Treatment.

Employees requiring medical attention for an on-the-job injury that occurs during regular business hours must report, when practical, to:

Heber Valley After Hours Clinic
(inside Heber Valley Medical Center)
1473 S. Hwy 40, Suite F
Heber City, UT 84032
435-657-4400
Hours: Weekdays 6:00 p.m. - 9:00 p.m.
Weekends 10:00 a.m. – 2:00 p.m.

5 Minute Clinic
150 N. Main St., Suite 105
Heber City, UT 84032
435-654-1377
Hours: M, T, TH, F, Sa, Su, 10:00 a.m.-10:00 p.m.
Wed. 5:00 p.m. – 10:00 p.m.

For injuries occurring after these hours, the employee should go to:

Heber Valley Medical Center Emergency Room
1485 S. Hwy 40
Heber City, UT 84032
435-654-2500

Employees exposed to blood or having sustained a serious (life or limb) threatening injury should go to the emergency room at Heber Valley Medical Center. Serious injuries include compound fractures, pelvis and femur fractures, unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Call 911 in these instances and the paramedics will direct the care of the employee.

Urgent situations are those requiring immediate care but are not life threatening. Examples include bone fractures other than those listed above, or injuries requiring stitches. These types of injuries can be treated at the above-listed clinics. Follow-up visits can be scheduled with the employee's primary care physician.

C. Special Medical Procedures

Procedures such as surgery, MRIs, CT scans, physical therapy, and chiropractic sessions require prior approval from the City's Workers' Compensation Third Party Administrator. If an employee fails to obtain prior approval, the employee may be required to pay the entire bill for the unauthorized services.

D. Restricted/Light/Transitional Duty

Whenever possible, Heber City will accommodate restricted duty jobs for workers injured on the job. The Workers Compensation Coordinator (WCC) will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals. The injured employee's supervisor and the WCC will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending his/her medical appointments, complying with the restrictions and that any restricted duty assignments are helping the employee move closer to his/her regular job duties.

E. Failure to Follow

Failure to follow the City's Workers' Compensation policies may result in disciplinary action.

~~(Amended 11192015 – Res. 2015-16; 02052015cc, Amended, 02/05/20215, Resolution 2015-02; 04042013, Amended, 04/04/2013, Resolution 2013-03; 08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.20 Bereavement Leave

A. It is the policy of Heber City to grant ~~funeral~~bereavement leave to employees who suffer the loss of a member of the immediate family.

B. The immediate family shall include any of the following persons:

Husband	Mother	Step-Mother	Son-in-law
Wife	Father	Step-Father	Father-in-law
Son	Step-Son	Sister-in-law	Mother-in-law
Daughter	Step-Daughter	Brother-in-law	Grandparents
Brother	Step-Brother	Daughter-in-law	Grandchildren
Sister	Step-Sister		

C. In the event of death in any of these instances, the employee will be paid the regular base pay for scheduled work time not to exceed five days or 40 hours. If additional time off beyond this allowance is required regular vacation or sick leave must be used. ~~(See 1-12-16(B))~~

D. Time off under this policy will not count as time worked in computation of overtime for that week.

~~(Resolution 2012-04, Amended, 04/16/2012; res. 2012-04, Amended, 04/05/2012, recommended by personnel committee; 08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.21 Military Leave

A. Employees are entitled to one hundred and twenty (120) hours of military leave per year without loss of regular pay or other fringe benefits. Any employee requesting such leave must provide the

department head with a copy of the military orders or a copy of the military paycheck prior to the leave being approved as soon as practical at the conclusion of the leave.

~~B. Employees requesting military leave may go on leave without pay status prior to using accrued vacation and comp time.~~

~~C~~B. Except in an emergency, employees who are members of reserve units of the military shall notify their department head within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participation periods of active duty. Such written notification shall be made part of the individual employee's personnel file.
~~(07182013, Amended, 07/18/2013; 08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.22 Court Leave

Any employee requested to appear in court or before a grand jury as a juror, as a witness in a criminal case, or as a witness in a civil case with the purpose of giving testimony, shall receive full compensation as though he/she were actually on the job during such time. The employee shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay the same over to the City Treasurer to be deposited in the General Fund. An employee appearing in court for the above stated reason on scheduled days off shall retain such use of compensation as may be authorized for such appearance. Notation will be made on the time and attendance report for the days of court leave granted to the employee while serving. This court leave does not apply when appearing in court as a defendant when charged with a crime.
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.23 Administrative Leave

A. A ~~classified~~hourly or exempt service employee may, upon approval of the City Manager, be granted leave with pay to perform legitimate duties in connection with City business, to attend trade or professional meetings which relate to official duties, or to participate in recognized and authorized training programs.

B. Expenses relating to administrative leaves must be within the budget and authorized by the City Manager.

C. Employees who wish to be considered for such leave must complete a Training and Education Leave form. Costs must be within the budget and must be approved by the City Manager.

D. All higher educational training courses must be pre-approved by the office of the City Manager. A Training and Education leave form must be completed for each class attended.
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.24 Leave Without Pay

Upon recommendation of the department head and approval of the City Manager, an employee of

the City may be granted leave-without-pay for a specified period of time. Leave without pay is granted under extenuating services and must have the initial approval from the manager and/or department head as well as the City Manager. The request must be made in writing signed and dated indicating the approval. Leave without pay should No leave-without-pay shall, however, be in excess of ninety (90) calendar days. A leave of absence without pay, as granted herein, may be terminated prior to the expiration date thereof with the consent of the City Manager. Failure of an employee to report for duty promptly at the expiration of the leave, or a violation of any agreement of understanding entered into by the same employee thereto, shall be just cause for discharge. Such leaves shall not be regarded as an acquired right by employees and shall be granted only when the service to the City will not be adversely affected. Request for such leaves shall be made in writing to the City Manager and, if approved, shall be filed with the same. No seniority, vacation or benefits will accrue during the leave.
~~(08192204cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.25 Lactation/Breast Feeding

This policy outlines the reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk.

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. The city has designated a room at each location for this purpose. Refrigeration units are available in all work locations. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to express milk must coordinate a schedule for breaks, the location and use of the room, and the need for alternative refrigeration equipment with their program manager. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Section 13.26 Retirement

A. The City will pay 100% of the Public Employees Non-Contributing Retirement and 100% of the Public Safety Retirement contributions to the State Retirement System. In addition, the City may contribute additional monies to the Public Employees Non-Contributory 401(K).

B. There is no age requirement for retirement from the City. Employees can continue to work until such time as they are physically and/or mentally unable to perform their duties.

C. Full-time students are exempt from the City's retirement system.

D. Tier I and Tier II Public Employee Retirement Systems Retirement Eligibility Requirements

Employees qualify for retirement and must be certified eligible if they meet **one** of the

following:

1. Their employment, contemplated to continue during a fiscal or calendar year, normally requires an average of 20 hours or more per week and they receive at least one of the benefits approved by the Utah Retirement Board.

2. They are Tier 2 elected or appointed officials whose positions have been declared full time by their employers.

3. They are in a ~~probationary~~trial service status and meet eligibility requirements.

E. Exceptions to Immediate Coverage

When the job is scheduled to be completed in six months or less, these temporary and seasonal employees (not ~~probationary~~trial service) are ineligible. If they are still employed by the beginning of the seventh month, and if they meet eligibility for retirement coverage, their status must be changed and contributions reported beginning the first period end date in the seventh month.

F. Eligibility Requirements for Appointed Officials

Tier 1 appointed officials who meet the minimum earnings requirement for retirement, and are not entitled to merit protection, may be certified as either eligible for, or exempt from, retirement coverage.

Appointed officials whose position is full time, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. All Tier 2 participants must make an election to participate in either the Tier 2 Hybrid Retirement System or the Tier 2 Defined Contribution (DC) Plan within the first 12 months of employment. For the first 12 months of employment, regardless of the employees' election, Heber City must report contributions into the Tier 2 Hybrid System. At the end of 12 months, URS will transfer funds for all employees who have chosen to participate in the Tier 2 DC Plan.

G. Eligibility Requirements for Elected Officials

Elected officials whose position is full time, as certified by the participating employer, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. (Elected officials are only eligible to participate in the Tier 2 Defined Contribution (DC) Plan.) Part-time elected officials may participate in the DC Plan only, as they are not eligible for other coverage.

H. Tier I and Tier II Public Safety Retirement Systems Retirement Eligibility Requirements

Employees qualify for retirement in a public safety retirement system if their life or personal safety is at risk and their employment normally requires an average of 2,080 hours of regularly scheduled employment per year as a law enforcement officer according to Utah Code Ann. § 53-13-103.

Employees must have completed Peace Officer Standards and Training (POST). A POST certificate must be filed with the URS office for anyone certified eligible since January 1, 1984. An employee has one year from the date of hire to a public safety covered position to complete POST. If

POST is not completed within one year, the employee's retirement account is transferred to either the Tier 1 or Tier 2 Public Employees Retirement System effective retroactive to the date of hire to the public safety position. Employees who separate from employment prior to obtaining a POST certificate may not be eligible to retain their service credit in a public safety system.
~~(05012014, Amended, 05/01/2014, Resolution 2014-04; 08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.~~26~~27 Insurance

A. Group Health/Dental/Vision and Accident Insurance: All full-time ~~classified~~hourly and exempt employees are eligible for participation in the City's Group Health/Dental/Vision and Accident Insurance plan. Annually Heber City will determine the premium percentage that will be paid by the City and the employee for health, dental and vision insurance.

B. COBRA Continuation of Group Health Plan: Employees of Heber City covered by the city group health plan have a right to choose COBRA continuation coverage if he/she loses group health coverage because of a reduction in hours of employment, retirement, or the voluntary or involuntary termination of employment (for reasons other than gross misconduct on the employee's part).

The spouse of an employee covered by Heber City's group health plan, has the right to choose COBRA continuation coverage for said spouse if he/she loses group health coverage under the group health plan for any of the following reasons:

1. The death of the spouse;
2. A voluntary or involuntary termination of spouse's employment (for reasons other than gross misconduct);
3. Reduction in spouse's hours of employment;
4. Divorce or legal separation from spouse; or
5. Spouse becomes entitled to Medicare or Medicaid.

In the case of a dependent child of an employee covered by the group health plan, he or she has the right to COBRA continuation coverage if group health coverage under the group health plan is lost for any of the following reasons:

1. The death of a parent;
2. The voluntary or involuntary termination of a parent's employment (for reasons other than gross misconduct);
3. Reduction in a parent's hours of employment with Heber City;
4. Parental divorce or legal separation;
5. A parent becomes entitled to Medicare or Medicaid; or
6. The dependent ceases to be a "dependent child" under the group health plan.

The employee or family member has the responsibility to inform the personnel department of a divorce, legal separation, or a child losing dependent status under the group health plan. Heber City has the responsibility to notify the plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

When the personnel department is notified that one of these events has happened, the same will in turn notify the employee that he/she has the right to choose COBRA continuation coverage. He/she has at least sixty (60) days from the date he/she would lose coverage because of one of the events described above to inform the personnel department that he/she wants COBRA continuation coverage.

If the employee does not choose COBRA continuation coverage, the group health insurance coverage will end.

If the employee chooses COBRA continuation coverage, the City will offer coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. Employees may be afforded the opportunity to maintain COBRA continuation coverage for 18 (eighteen) to 36 (thirty-six) months depending on the loss of coverage event. However, COBRA continuation coverage may be cut short for any of the following reasons:

1. Heber City no longer provides group health coverage to any of its employees;
2. The premium for COBRA continuation coverage is not paid;
3. The employee becomes covered under another group health plan;
4. The employee becomes entitled for Medicare or Medicaid;
5. The employee was divorced from a covered employee and subsequently remarries and is covered under the new spouse's group health plan.

The employee does not have to show that he/she is insurable to choose COBRA continuation coverage. However, **the COBRA participant is obligated to pay the health plan premium.** For qualified COBRA participants receiving the 11-month disability extension, the COBRA premium for those additional months will increase to 150% of the plan's total cost of coverage. No dental or life insurance coverage is included. Upon exhaustion of the COBRA continuation coverage period, the employee will be allowed to enroll in an individual conversion health plan provided by the carrier of the group health plan.

C. Continuation of Group Health Plan through COBRA Continuation Coverage—Retired Employees - Insurance Coverage for Early Retirement. **THIS POLICY WILL SUNSET ON JANUARY 1, 2027. EMPLOYEES INTENDING TO USE THIS POLICY MUST BE ELIGIBLE AND RETIRE BEFORE JANUARY 1, 2027.**

1. Any City employee who has 25 years of service with Heber City, and is eligible for retirement, or is 60-61 years of age with 20 years of service with Heber City, or is 62-64 years of age with 10 years of service with Heber City, and retires before reaching age 65 shall, upon request, receive health insurance coverage as follows:

a. Remain on the group insurance plan as a COBRA participant with regular group health benefits until exhausting COBRA continuation coverage at which point the retiree may enroll in an individual conversion health plan as provided by the carrier of the group health plan. Similarly, if the employee retires prior to age 60, group benefits will be available for a maximum of 18 months with the option to enroll in an individual conversion policy upon exhaustion of COBRA continuation coverage or until the employee becomes eligible for insurance benefits through a new employer. After the COBRA period, the City will provide premium assistance up to an additional 42 months provided the retired employee does not become eligible for insurance benefits through a new employer or turn age 65. The premium assistance will be paid directly to the retired employee and will be taxed as wages.

b. The premium paid on behalf of the retired employee by the City is the amount equal to the contribution made for a single actively employed individual.

c. The retiree would then be responsible to pay any additional amount required for spouse, or for dependent coverage if applicable.

2. The premium of this coverage shall be paid by the employee except as described in Section 1-13-26(A).

D. Life Insurance.

All full-time ~~classified~~hourly and exempt employees shall be eligible for participation in the City's Group Life Insurance Policy. Life insurance coverage in the amount of $50,000 is provided by the City, and additional coverage is available for employees to purchase if they so desire and meet the requirements set forth by the life insurance company.

E. Payment in Lieu of Medical, Dental and Vision Insurance.

Full-time employees who are covered under an immediate family member's insurance policy will receive a payment equal to half of the premium cost had they been covered by the City's insurance.
~~(02052015cc, Amended, 02/05/20215, Resolution 2015-02; 09012011cc, Amended, 09/01/2011, Resolution 2011-10; 08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

~~**Section 13.27 Termination and Severance Pay for At-Will Employees**~~

~~A. In the event a full-time at-will employee is terminated by the City Council or the City Manager, the employee shall receive a lump sum cash payment equal to ninety (90) calendar days aggregate salary. However, in the event an employee is terminated because of a conviction of any illegal act, or gross incompetency, then the City shall have no obligation to pay the designated aggregate severance amount.~~

~~B. In the event the City at any time reduces the salary or other financial benefits of an at-will employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event an at-will employee resigns following a suggestion, whether formal or informal, by the City Council or City Manager that he/she resign, then the at-will employee may, at his/her option, be deemed to be terminated at the date of such reduction or such suggestion and shall be entitled to the severance pay provision.~~
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.28 Payment of Wages

Payment of wage shall be by direct deposit. The direct deposit shall be made so that the funds are available no later than 8:00 a.m. on the morning of the Friday following the end of the pay period.
~~(08192004cc, Renumbered, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 13.29 Instant Award Policy

A. The Mayor shall be granted the authority to award $100 bonuses to employees who have represented the City well through the performance of their duties. The bonuses can be granted based on written or verbal feedback/compliments from the public, elected officials, supervisors or other City employees. The Mayor shall have sole discretion in the granting of the bonuses, but it is anticipated that recognized employees will have exhibited superior customer service skills, exemplary performance of duties and/or going the extra mile to make sure a job is completed properly. This award is to be presented in City Council meeting if the employee agrees to allow for formal recognition of the employee. Notice of the award will also be published in the City Newsletter if desired by the employee.

B. The elected body, the City Manager, or department heads may recommend that an employee receive one day off with pay for exemplary service in the performance of their job duties. Department heads must receive approval from the City Manager.

~~(Amended 11192015 – Res. 2015-16; res. 2013-02, Amended, 02/27/2013; 08172006cc, Added, 08/17/2006)~~

Section 13.30 Time Off for Election (Voting)

In accordance with Utah State Code, any voter is allowed to be absent from service or employment for up to two (2) hours ~~in order~~ to vote on election day between the time the polls open and close. The City reserves the right to specify the hours during which employees may be absent and may not deduct from an employee's usual salary or wages because of the absence.

Time off to vote does not apply to an employee who has three (3) or more hours between the time polls open and close during which the employee is not employed on the job. Employees are encouraged to take advantage of early voting when and where possible ~~in order~~ to avoid conflicts with work schedules.
~~(05012014, Added, 05/01/2014, Resolution 2014-04)~~

Section 13.31 Call-out Pay

When an employee is called out to work, outside their normal work hours, that employee shall be compensated a minimum of two (2) hours, regardless of how much time the employee works, and the hours worked shall be compensated at time and a half. Employee shall have the option of crediting back these hours to any compensated time off previously requested for the same pay period.
~~(08182020, Adopted, 08/18/2020, Resolution 2020-09)~~

Section 13.32 Wage Advancement

A. Wage Advancement

Employee would be eligible to advance to any point within the pay scale range with the approval of the City Manager. ~~mid pay grade scale at or within six (6) years, and eligible for the maximum pay of~~

~~the pay grade at or within twelve (12) years.~~ To be eligible, employee must:

- Be a full time or part time ~~permanent~~ employee;
- Be in good standing with his or her department head;
- Have three (3) consecutive years of average or above average evaluations, and
- Have not had a letter of reprimand or higher discipline within the last three (3) years.

~~If promoted after twelve (12) years, employee will be eligible to move to the maximum of the pay grade within three (3) consecutive years before the date of eligibility, if above listed standards are met. Said~~The ~~three (3) years must be consecutive.~~

B. Career Ladder Wage Advancement

For employees who have the ability to control their advancement from pay grade to pay grade (e.g. Police Officer I to Police Officer III, Utility Maintenance Worker I to Utility Maintenance Worker III, etc.) it is the goal of Heber City, based on employees obtaining certain required skills and certifications, exhibiting acceptable performance and years of service/experience that employees be at midpoint of the pay grade within two (2) years of their last advancement. ~~Once the employee is at midpoint of the final step of their career ladder, it is anticipated that it will take an additional six (6) years to reach the maximum of the pay grade. To advance through the pay scale in this matter, an employee would have three (3) years of acceptable performance evaluations and not have been subject to any major disciplinary action, which would include the following: probation, suspension without pay, or demotion~~.

~~(08182020, Adopted 08/18/2020, Resolution 2020-09)~~

Commented [CA9]: 12 years to max of grade is not competitive in this job market. The City Manager should have the authority to pay the individual for their skills, qualifications, and expertise.

C. New Certification Wage Advancement

Employees are encouraged to increase their knowledge and abilities by taking additional training. Certifications must be approved before the training and the wage increase is approved at the time of the approval for the certification course.

Section 13.33 Employee Assistance Plan (EAP)

The city offers an Employee Assistance Plan to all employees and their families. The purpose of an EAP is to help employees and their families balance personal lives with work and to provide support to during tough times. The details of this program are outlined in the city's annual benefit guide.

Article 14

MISCELLANEOUS POLICIES

Sections:

14.1 Residency Requirement
14.2 Travel Reimbursement
14.3 Working Hours
14.4 Breaks and Rest Periods
14.5 Use of City Vehicles
14.6 Vehicle Identification Policy
14.7 No Smoking Policy
14.8 E-mail and Internet Usage Policy
14.9 Employees' Conflicts of Interest and Ethics
14.10 Political Activity
14.11 Indemnification
14.12 Driver's Licenses
14.13 Benefits for Part Time Employees
14.14 Violation of Personnel Rules and Regulations
14.15 Legal Counsel Benefit
14.16 Funeral Benefit

14.17 Social Media
14.18 Telecommuting
14.19 Outside Employment Disclosure

Section 14.1 Residency Requirement

Heber City does not maintain a residency requirement for employment other than for police officers, which is identified in the Heber City Police Department Policy and Procedure Manual. All employees, regardless of residential location, have the responsibility of being to work on time. Department heads, supervisors, and those employees on standby, must live within a reasonable distance in order to respond to emergencies.

~~(08072014, Amended 08/07/2014, Resolution 2014-12; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.2 Travel Reimbursement

A. Travel expenses must be included in the annual budget for each department anticipating travel, as part of the budget process. Any trip which is not anticipated and reported in the budget must have the approval of the City Manager, regardless of the amount of travel account in the department's budget.

B. After an employee completes a Travel Reimbursement Form for authorized travel by private vehicle, he/she will be reimbursed at rates not to exceed those approved by the ~~City Council. The~~IRS. If the employee~~(s)~~ is not provided with a per diem for the trip, the employee will be reimbursed for all other travel expenses (i.e., room and board) after presenting proof of such expenses to the accounting clerk. Proof should be in the form of expense receipts.

C. All travel expenditures should be recorded and receipts collected. These receipts must be submitted to the accounting clerk at the end of each trip along with the employees' record of expenditures. Claim for travel pay not supported by an approved travel request and corresponding expense receipts will not be paid.

D. Mileage allowance shall be paid per the IRS approved reimbursement rate when using a privately owned vehicle (POV) when a City vehicle in not available. If using a POV and a City vehicle is available, the rate for mileage will be half of the IRS approved reimbursement rate.

Per diem will be paid for travel at the following rates unless meals are provided through the training, convention or conference registration. If an employee's special (medical or religious related) dietary needs cannot be accommodated buy the training, convention or conference, per diem will be paid to the employee for those meals that are provided in the registration. Per Diem rate will not be withheld for registrations that offer a continental breakfast.

E. Per Diem will be paid at the U.S. General Service Administration (G.S.A.) rate. The rates can be found at GSA.gov – Per Diem Rates and Meals & Incidental Expenses Breakdown (M&IE). For training that does not require overnight travel, only per diem for lunch will be provided.

~~F.~~ F. Partners may accompany elected and appointed officials and other regular full-time ~~permanent~~ and part-time employees on City-assigned trips requiring overnight lodging and the City will not pay the ~~additional lodging and conference meal~~ costs for the partner ~~providing:~~.

~~1. Transportation is by City vehicle or the employee's private passenger car (airfares and other transportation costs will not be paid for spouses)~~

~~2. The trip destination is within the State of Utah. Employees using City owned vehicles for travel are not permitted to allow spouses or others not employed by Heber City to operate City vehicles.~~

~~(07182013cc, Amended, 07/06/2017cc; 07/18/2013; 06212012cc, Amended, 06/21/2012; 03192009cc, Amended, 03/19/2009; 08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.3 Working Hours

The work shifts for each department are as determined by the department head with the approval of the City Manager. All employees are to be working on City matters during their work shift. Employees are expected to be ready to work and punctual with their shifts. If an employee in unable to report to work on time they are expected to notify their direct supervisor as soon as possible.

Because the nature of city employment necessitates the ability to provide emergency services to the City and its citizens, employees may be scheduled to work any shift deemed necessary by the City and may be subject to emergency and/or unexpected call-outs related to health and safety issues; i.e. snow removal, water/sewer main problems, police enforcement, declared disasters, etc. Non-exempt employees shall be compensated for all hours worked as provided under the Federal Fair Labor Standards Act. The failure of an employee to work assigned shifts or respond to emergency and/or unexpected call-outs, as set forth in this and other pertinent policies, may be grounds for disciplinary action, up to and including termination, unless prior arrangements have been made with their supervisor.

City Office Hours are from 7:30 a.m. to 6:00 p.m. with a half hour lunch period Monday through Thursdays. The City Office building will be closed on Fridays.

The Public Works Department will have one member of their department on call at all times to respond to emergency situations.

The Police Department will provide continuous patrol coverage.
~~(08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.4 Breaks and Rest Periods

All employees of the City will be allowed 2 (two) 15 (fifteen) minute breaks during ~~an 8 (eight~~a 10 (ten) hour work period. ~~All breaks are~~Breaks may not be moved to ~~be taken on~~ the ~~job site. Any other location~~beginning or ~~situation(s) surrounding~~ the ~~break period can and should be authorized by~~end of the ~~department head~~day to allow the employee to arrive or ~~their designee.~~leave later.
~~(04042013cc, Amended, 04/04/2013, Resolution 2013-03; 06052003cc, Amended, 06/05/2003; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.5 Use of City Vehicles

A. When traveling on City business, employees shall use City vehicles whenever practical and available.

B. Employees assigned City vehicles shall use the vehicles for City business. Employees working "on-call" shifts are required to take City vehicles home at the department head's discretion.

C. Public Safety employees assigned vehicles may use the vehicles within the policies and guidelines established by the Chief of Police.

D. Other employees with assigned vehicles and employees who use City vehicles during the

course of their employment shall generally use the vehicles for business travel and work activities; however, employees may use the vehicle for incidental personal business. Such incidental use shall be limited to lunch near the employees' current work area or stops incidental to the employees travel. Employees must use good judgment when using the vehicle for such incidental trips. Questions regarding the appropriate limitations of this policy should be directed to the employees' department head.

E. When using a City vehicle to attend training that requires overnight travel, employees may have family members accompany them with supervisor approval. Employees may also use City vehicles for personal travel not to exceed 10 miles per day per 100 miles traveled during the period they are away from home (Example: An employee traveling approximately 600 roundtrip miles to St. George would be allowed 60 personal miles for the trip). Personal travel in excess of the allowed personal mileage will be charged to the employee at the current IRS mileage reimbursement rate.
~~(02052015cc, Amended, 02/05/20215, Resolution 2015-02; 06212012cc, Amended, 06/21/2012; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.6 Vehicle Identification Policy

It is the policy of Heber City that all vehicles and heavy equipment, except public safety vehicles which are unmarked by policy, shall display an approved City logo and shall be assigned an identification number.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.7 No Smoking or Vaping Policy

By virtue of State law, it has been determined that tobacco smoke, or smoke from any other plant, in enclosed places is harmful to the health of non-smokers, and therefore, the regulation of smoking in public places is necessary to protect the health, safety, welfare, comfort and environment of nonsmokers. and non-vapers. It has likewise been determined that smoking and vaping in Heber City buildings and facilities will have an adverse effect on the health and productivity of City employees.

Pursuant to this, Heber City hereby declares all City buildings and facilities as no smoking or vaping areas. City employees and non-employees shall not smoke or vape inside any of the City's buildings or facilities.

The Utah Clean Air Act of 1995 further prohibits smoking ~~with~~within 25 feet of an entrance, exit, air intake or window which can be opened.

Smoking ~~is~~and vaping are not permitted in City vehicles.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.8 E-mail, Internet and Cellular Phone Usage Policy

1. E-Mail and Internet Usage

A. The City encourages employees to only use e-mail and Internet systems for ~~both~~ City-related business ~~and personal use~~ (in accordance with the guidelines in paragraphs B-D). ~~However, the~~ The employee should understand that the City reserves the right to inspect the contents of any equipment,

e-mail file, or calendar that it provides to the employee. ~~Reasons for such an inspection include:~~Internet use must comply with applicable laws and City policies including but not limited to all federal and state laws, and City policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of City resources, information and data security.

Reasons for a data inspection include, but or not limited to:

1. System, hardware or software problems
2. General system failure
3. A lawsuit against the City
4. Suspicion of a crime or violation of policy
5. The need to perform work or provide a service when the employee is unavailable.

~~6. To ensure compliance with 1-14-8(C)~~

B. Encouraged City business ~~and personal~~ uses for e-mail and Internet systems within the City of Heber include the following:

1. To facilitate performance of job functions
2. To facilitate the communication of information, both internally and externally, in a timely manner.
3. To coordinate meetings of individuals, locations, and City resources.
4. To share work-related ideas and information.

~~5. For personal use during the employee's time off (provided the provisions in paragraph D are followed).~~

5. To recruit for open City positions such as employment or committee membership
6. To encourage employee innovation.

~~C.~~ ~~Prohibited~~The following is a non-exclusive list of **prohibited uses** of ~~e-mail and Internet systems include, but are not limited to,~~ the ~~following~~Internet and email:

~~1. Political endorsements.~~
~~2. Commercial or business activities not related to the City~~
~~3. Personal use of systems during employees' work time~~
~~4. Sending obscene or suggestive messages~~

1. The use of the Internet to send messages or other content that is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers;

2. The use of the Internet for political purposes, except as authorized by law;

3. The use of aliases or transmission of anonymous messages;

4. The release of untrue, distorted, or confidential information regarding City business;

5. ~~Sending~~ Accessing, viewing, ~~or~~ distribution, downloading ~~offensive graphical images~~any pornographic sites or sexually explicit material;

~~6. Threats or Harassments~~

~~7. Slander or Defamation~~

~~8. Other illegal activities~~

6. Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;

7. Excessive use of, posting, or viewing of social media, news sites, entertainment sites or other internet sites to the extent that such use interferes with or limits the employees job duties;

8. Use of the internet or email for other regular commercial purposes of the employee (i.e. the employee responds to emails or uses the internet related to outside employment).

D. Computer System Use Policies.

1. The City's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of City business. Employees are prohibited from gaining unauthorized access to another employee's email messages or sending messages using another employee's password.

2. To prevent potential City liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the City.

3. The City has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The City may disclose all such information to any party (inside or outside the City) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system–with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the City for any purpose, as well as the public if a proper request is made for public records.

4. Good judgment should always be employed in using the City's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Emails inconsistent with the City's policies are to be avoided. Accordingly, employees should create and send only courteous, professional, and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

5. Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the City. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

6. The safety and security of the City's network and resources must always be considered when using the Internet.

7. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from an employee's direct supervisor and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone or change their computer's password without permission from a direct supervisor.

8. Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes. The City Council has the right to restrict or prohibit any employee from Internet access or computer use for violation of these policies. Any employee who fails to comply with these rules is subject to disciplinary action, up to and including termination. In addition, violation of this Manual may subject employees to civil or criminal liability.

D. Employees using the e-mail, Internet, and other related systems within the City will be responsible for reimbursing the City for any expenses incurred from that use, such as the costs of printing or long-distance calls.

~~E. Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary actions.~~
~~(08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

2. Cellular Phone Usage

A. City owned cellular phones are provided for the convenience of the City and employees in the performance of their official duties.

B. Employee Eligibility. A cell phone will be issued to an eligible employee or the City will provide reimbursement for use of a personal cell phone for City business when his/her job description requires the employee to:

1. Be reachable ~~immediately~~immediately.
2. Be on call outside of normal business hours, or
3. Be away from a fixed workstation for a substantial portion of his/her ~~work day~~workday.

C. Determination. Determination of cell phone issuance or reimbursement is up to the department director and City Manager. Employees that are ~~issues~~issued a City –owned cell phone, or paid a monthly reimbursement, must be reachable on their cell phone both during and after regular business hours.

~~D. Cell Phone Reimbursement Levels. The following levels are to used by Department Directors in determining reimbursement to the employee for the use of a personal cell phone for work related purposes.~~

~~1. **Level 1:** Minimal use of cell phone after hours or while away from desk. Generally, does not require the issuance of a City –owned cell phone but can be reimbursed at $10.00 a month.~~
~~2. **Level 2:** Some interaction with the public and other employees while away from a desk. Reimbursed at $20.00 a month.~~
~~3. **Level 3:** Extensive interaction with the public and other employees while away form~~

~~a desk. Reimbursement $30.00 a month.~~

~~4. **Level 4:** Data plan and/or extensive communication with the public and other employees via phone, text and email during and after regular business hours in order to be more effective in job performance. Reimbursed at $40.00 a month.~~

~~5. **Level 5:** Data plan as described in Level 4 with wireless access point capability. To be used by employees that requires internet service on other electronic devices. This level should me be used if the employee has a separate wireless card. Reimbursed at $65.00 a month.~~

~~E.~~D. Tracking. An employee receiving phone reimbursement must provide the City with their cell phone number.

~~F.~~E. Personal Use. Personal use of City-owned cell phones is permitted for incidental calls during the time when the City is assessed minutes for usage. Personal usage on weekends and evenings will be unlimited as long as the City plan allows unlimited minutes on nights and weekends. Employees that have opted to use their personal cell phone and receive reimbursement from the City for business use should equally limit the amount of time they use their phone for personal use while on City time.

~~G.~~F. Cell Phone Care. Employees issued a City ~~–~~owned cell phone are responsible for its use and treatment. If a City-owned phone is damaged, lost or stolen, the employee is required to notify his/her supervisor immediately. The City will not be responsible for personal cell phone that get damaged, lost or stolen even if the event occurs whole on City time.
~~(Amended, 07/07/2016, Resolution 2016-13)~~

Section 14.9 Employees' Conflicts of Interest and Ethics

A. All employees and elected officials shall review and comply with the Utah Municipal Officers' and Employees' Ethics Act – Utah Code §§ 10-3-1301 – 10-3-1312 (the "Ethics Act"). If employees have any questions or concerns regarding the Ethics Act, it is the responsibility of the employee to discuss their questions or concerns with their department head or the city manager. The department head or city manager may seek guidance from the City's human resource department or the city attorney with respect to any questions or concerns.

B.
~~A. Employees have an obligation to refer questions and concerns about potential conflicts to their department head or the city manager.~~

~~B~~Nothing in this Section 14.9 shall be construed to limit or reduce any requirements of the Ethics Act.

C. Supervisors may not engage in romantic relationships with subordinates within their department.

~~C~~D. Employees must disclose any outside employment relationship with any organization that ~~does~~conducts business with Heber City Corporation~~. This disclosure includes serving as an advisor or consultant to any organization, unless the activity is conducted as a representative of Heber City Corporation~~ in accordance with Utah Code § 10-3-1307.

~~D~~E. Every appointed or elected officer or municipal employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the municipality in which he is an appointed or elected officer or municipal employee, shall publicly disclose to the members of the body of which he is a member or by which he is employed immediately prior to any discussion by such body concerning matters relating to such business entity, the nature of his interest in that business entity. ~~State~~Utah Code~~,~~ § 10-3-1307.

1. The disclosure statement shall be entered in the minutes of the meeting.

2. Disclosure by municipal employee under this section is satisfied if the employee makes the disclosure in the manner required by ~~Sections~~Utah Code §§ 10-3-1305 and 10-3-1306 ~~of the State Code.~~.

~~E~~F. City employees and officers shall not accept ~~money~~compensation or other consideration or favors from anyone other than the City for the performance of an act which they would be required or expected to perform in the regular course of their duties; nor shall such persons accept any gifts, except as defined in the ~~City's~~State's Gift ~~policy~~and Gratuities Policy, gratuities or favors of any kind which be perceived or interpreted as an attempt to influence their actions with respect to City business.

~~F~~G. Use of office for personal benefit prohibited. ~~State~~Utah Code § 10-3-1304.

1. As used in this section, "economic benefit tantamount to a gift" includes:

a. a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and

b. compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.

2. It is an offense for an elected or appointed officer or municipal employee, under circumstances not amounting to a violation of ~~Section~~Utah Code § 63G-6-1001 or § 76-8-105, to:

a. disclose or improperly use private, controlled, or protected information acquired by reason of the officer's or employee's official position or in the course of official duties in order to further substantially the officer's or employee's personal economic interest or to secure special privileges or exemptions for the officer or employee or for others:

b. use or attempt to use the officer's or employee's official position to:

i. further special privileges for the officer's or employee's personal economic interest;

ii. secure special privileges for the officer or employee, or for others; or

c. knowingly receive, accept, take, seek, or solicit, directly or indirectly, for the officer or employee or for another, a gift of substantial value or a substantial economic benefit tantamount to a gift that:

i. would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or

ii. the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.

3. Subsection 2C does not apply to:

a. an occasional non-pecuniary gift having a value of less than $50;

b. an award publicly presented in recognition of public services;

c. any bona fide loan made in the ordinary course of business; or

d. a political campaign contribution.

~~G~~H. Employees may not give, offer, or promise, directly or indirectly, anything of value to any representative of a customer, or a potential customer, or of a financial institution in connection with any transaction or business that Heber City Corporation may have with that the customer, potential customer, or financial institution.

~~H~~I. No employee shall represent either the City or any outside public interest before any other agency, public or private, except with the express authorization or at the direction of the Heber City Mayor, City Council and/or City Manager.

~~I~~J. Employees may not disclose inside information, confidential or personnel information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it. No employee shall disclose to others, or use to further his/her own personal interests; confidential information acquired by said employees in the course of performing his/her official duties. City Employees and officers shall not use confidential information acquired by or available to them in the course of their employment with the City for personal gain or for personal, non-City business related reasons.

~~J~~K. Employees who are designated in the City's Conflict of Interest Policy shall file the appropriate disclosure statement form required by the City each year as indicated in Section D above.

~~K~~L. Compliance and Enforcement:

In the event a complaint is initiated against an employee for a conflict either disclosed or not disclosed, the process of adjudication shall be pursuant and consistent with ~~Section~~Utah Code § 10-3-1311 ~~of the Utah State Code Annotated~~.
~~(cc04192012, Amended, 04/19/2012; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.10 Political Activity

A. No person shall be denied the opportunity to complete an application for a position with Heber City by virtue of political opinion or affiliation.

B. No person employed by the City may be involuntary terminated from service as a result of political opinion or affiliation. Any City employee may voluntarily contribute funds to political groups.

C. Any City employee may become a candidate for any public office.

D. Such employees who run for public office should be aware that, if the City Council determines a potential conflict of interest exists, the City Council may ask the employee to terminate their position as a City employee if the employee wins the election to hold a public office seat. The employee's position will not be held for the employee after his/her stay in office is ended.

E. No City officer or employee, whether elected or appointed, may directly or indirectly coerce, command, advise or solicit any officer or employee to pay, lend or contribute part of his/her salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No City officer or employee, whether elected or appointed, may attempt to make any officer's or employee's personnel status dependent upon the employee's support or lack of support for any political party, committee, organization, agency or person engaged in a political activity.

F. No officer or employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from city employees during hours of employment for political purposes, but nothing in this section shall preclude voluntary contributions by a City employee to the party or candidate of the employee's choice.

G. Nothing contained in this section shall be construed to permit partisan political activity of any city employee who is prevented or restricted from engaging in such political ~~activity by provision of Federal Hatch Act.~~
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.11 Indemnification

A. Except as set forth herein and in Paragraph B, in the event of any personal liability suit filed against ~~any exempt or classified service~~ employee, elected official, member of a city board, commission, council or committee, the City shall save, hold harmless and indemnify such individuals so long as that employee's or person's activities were in conformance to the work assigned as stipulated in the employee's job description, applicable statute, Council, or management directive or other municipal document setting forth the functions of the individual's performance on behalf of the City. The City further agrees to pay any and all damages, settlements, and/or legal fees which may result from such actions filed against such an individual or individuals duly authorized to represent the City. This does not inure to the benefit of an independent contractor or one perceived by the City to be an independent contractor.

B. An officer or employee of the City, whether elected, appointed, or employed, shall be personally liable and the City shall have no liability if it is determined:

1. That the act or omission in question did not occur;
   a. during the performance of the employee's duties; or
   b. within the scope of his employment; or
   c. under color of authority; or

2. That the injury or damage resulted from the fraud or malice of the employee; or

3. That the injury or damage on which the claim was based resulted from:

a. the employee driving a vehicle, or being in actual physical control of a ~~vehicle:~~ vehicle:

i. with a blood alcohol content equal to or greater than the established legal limit; or

ii. while under the influence of alcohol or any drug to a degree that rendered the person incapable of safely driving the vehicle; or

b. the employee being physically or mentally impaired so as to be unable to reasonably perform his job function because of the non-prescribed use of a controlled substance as defined in Utah Code § 58-37-4, or because of the combined influence of alcohol and a non-prescribed controlled substance as defined by Utah Code § 58-37-4.

C. The provisions of this section shall not apply to those persons named as defendants in actions brought against them by the City.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.12 Driver's Licenses

A. Employees involved in the performance of their duties, operating a City owned vehicle or a private vehicle, must possess a valid driver's license with the appropriate class specification, if applicable. Employees must comply with the Commercial Driver's License Standards as established by state law.

B. Any employee performing duties in operation of a City or private vehicle with a suspended, revoked, or lapsed license shall be subject to disciplinary action which may include possible termination.

C. An employee must notify their supervisor immediately upon suspension or revocation of their driver's license.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.13 Benefits for Part-Time Employees

Schedule of Benefits:

A. A ~~permanent~~ part-time employee is eligible for pro-rated vacation, sick and holiday pay in proportion to time worked (1/2 time ~~– ¾~~ – 3/4 time). Health Insurance coverage is available if the individual works over 30 hours per week. The City will pro-rate its contribution towards health insurance based on hours worked. Persons who work under 20 hours per week on a ~~permanent~~regular basis with no pre-determined separation date are not entitled to any fringe benefits such as paid time off. He/she is paid for the actual hours of work he/she completes. Part-time "as needed" employees are not eligible to receive any benefits regardless of the number of hours worked.

B. A temporary full-time employee is eligible for all holidays during his/her time of employment. He/she is not eligible for annual leave or sick leave, retirement or health insurance.

C. A part-time employee is not eligible for any fringe benefits. He/she is paid for the actual hours of work he/she completes.
~~(08072014, Amended 08/07/2014, Resolution 2014-12; 09192013cc, Amended, 09/19/2013, Resolution 2013-13; 06212012cc, Amended, 06/21/2012; 08192004cc, Amended, 08/19/2004; 04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.14 Violation of Personnel Rules and Regulations

Violations of the provisions of these policies and regulations shall be grounds for disciplinary action up to and including termination. Any person terminated for violation of the provisions herein shall, for a period of three (3) years, be ineligible for employment with Heber City.
~~(04172003cc, Adopted, 04/17/2003, after complete review by the Personnel Policy Committee)~~

Section 14.15 Legal Counsel Benefit

If an employee is involved in an on-duty fatality or a life-threatening incident, the City agrees to provide legal counsel of the City's choosing to represent the employee with legal advice and preliminary proceedings limited to the initial criminal and internal investigations. Said representation shall terminate and not extend beyond the termination or completion of the initial investigations, without written approval of the City. This representation shall not be made available for civil litigation defending the employee, or suit against the City. Once the investigations (criminal or internal) are completed, representation ends. Nothing in this policy is intended to compromise, alter or effect independent indemnification or coverage by our insurance carrier. ~~In the event that any~~If any provision is found to do so, said provision or policy is null and void.
~~(08182020, Adopted 08/18/2020, Resolution 2020-09)~~

Section 14.16 Funeral Benefit

If an employee is killed while in the performance of his or her duties, the City agrees to provide the deceased a grave plot in the Heber City Cemetery, and will pay for a reasonable funeral plan approved by the City Manager. For the purposes of this provision, the death of an employee by natural causes does not trigger this policy.
~~(08182020, Adopted 08/18/2020, Resolution 2020-09)~~

Section 14.17 Social Media Policy

Each individual is responsible for whether they participate in social media and what they post online, even while not at work if they identify themselves as a city employee, either explicitly or implied. No employee posting shall imply that they are speaking on behalf of Heber City or that their opinions are those of Heber City unless they have express authority from the City Manager to speak on behalf of the City.

Section 14.18 Telecommuting Policy

This policy outlines the telecommuting program and the rules and guidelines under which it operates. This policy further establishes the criteria by which qualified employees, in authorized positions, may perform their assigned responsibilities at a remote location. Heber City recognizes that a carefully planned telecommuting program is a viable work option and expects to benefit from a telecommuting program in the following ways:

- Improve employee effectiveness, productivity, and morale;
- Reduce absenteeism;
- Enhance employee recruitment and retention;
- Improve energy efficiency and air quality; and
- Effectively resume business as part of a disaster recovery or emergency plan.

A. General Policy

1. Telecommuting is not an employee right nor is it a universal employee benefit. Participation in the telecommuting program is at the discretion of, and subject to, the prior written approval of a department director. Heber City may modify or terminate the *Telecommute Agreement* at any time.

2. Employee participation in the telecommuting program is voluntary.

3. An employee may initiate a request to participating in the telecommuting program at any time.

4. An employee's participation in the telecommuting program should be transparent to any other entity interfacing with the telecommuter and may not adversely affect the performance of other employees. The decision to allow an employee to telecommute may not put a burden on staff remaining in the office. An equitable distribution of work must be maintained and methods implemented to ensure that employees working in the office do not have to handle the telecommuter's work.

5. A telecommuting agreement shall identify the number of days required in the office. For weeks with a holiday, the telecommute day(s) may need to be eliminated in that week.

6. Telecommuting employees shall comply with all applicable Heber City policies and the Government Records Access and Management Act (GRAMA), Utah Code §63G-2-101, *et seq.* .

7. An employee authorized to telecommute shall maintain proper security of the telecommuting environment to protect City information in accordance with GRAMA and authorized city record retention schedules. Unauthorized disclosure of City information subjects the employee to disciplinary action, criminal prosecution as provided by law, or both.

8. An employee authorized to telecommute shall perform official duties during their department's regular business hours at the alternate worksite.

9. An employee authorized to telecommute shall not provide care for children, elders, or others who would otherwise require a provider's care.

10. In order to telecommute, the employee shall, upon 24 hours' notice, allow Heber City to make inspections of the telecommuting worksite for document and information security, equipment security, safe working conditions, program compliance, and management reviews.

11. No clause in this policy precludes Heber City from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this policy.

12. The employee and supervisor shall determine as part of the telecommute agreement how job performance shall be measured. A copy of the agreement shall be submitted to Human Resources.

13. The participating employee is solely responsible for investigating any individual tax implications resulting from using a part of the home as a telecommuting workspace. Participating employees should consult their tax advisor.

14. No additional expense to the City may be incurred due to of a voluntary telecommuting arrangement. If an employee is required to work from home an appropriate agreement will be created to address any expenses that may be incurred.

15. A telecommuting employee shall be available by phone and by online messaging during agreed upon work hours. The employee understands that regular checks of computer/network activity are part of the *Telecommute Agreement*.

16. The number of days worked from home in any week will be determined on a case by case basis and stated in the telecommute agreement. All agreements must be approved by the City Manager or designee.

B. Types of Telecommuting

1. Heber City permits two types of telecommuting arrangements, "regular and recurring" and "ad hoc." Some telecommuting situations require occasional or infrequent arrangements while others are more conducive to longer periods of scheduled arrangements. The intent in offering two types of telecommuting is to provide supervisors and managers with the maximum flexibility to establish a telecommuting arrangement that is conducive to a particular situation.

2. "Regular and recurring" telecommuting means a continuing arrangement under which an employee works at an alternate worksite for some portion of the work week or pay period.

3. "Ad hoc" telecommuting means an arrangement under which an employee may periodically work at an alternate worksite to complete one-time or unique assignments that can be performed away from the traditional office. This does not include an employee whose work regularly requires off-site work.

C. Requests to Participate in the Telecommuting Program

1. An employee may initiate a request to participate in the telecommuting program.

2. Each request for permission to participate in the telecommuting program shall be evaluated on its individual merit. Before entering into any *Telecommute Agreement*, the employee and manager, with the assistance of the Human Resources department and IT department, will evaluate the suitability of such an arrangement.

3. A copy of the *Telecommute Agreement*, with all necessary signatures, shall be submitted to Human Resources for review and then forwarded to the City Manager's office.

D. Approval Criteria

1. Position Criteria**:** The determination of whether a position is suitable for telecommuting should be based on job content rather than title. Tasks and functions that are generally suited for telecommuting include, but are not limited to: (a) writing (editing, drafting reports or decisions); (b) analysis (data, program, policy and financial); (c) call center functions; and (d) computer-oriented tasks (programming, data entry, and word processing).

2. Given that the operational needs of the department remain paramount, the department retains sole discretion to deny an employee's application to telecommute or to rescind a previously granted authorization to telecommute. Due consideration, on a case by case basis, should be given to the following:

a. **Public/City/Agency Contacts:** A position may not be suitable for telecommuting if a substantial portion of the job is devoted to face-to-face contact with the public, city departments, vendors or other agencies, or a combination of these.

b. **Information Security:** A position may not be suitable for telecommuting if the integrity or security of information cannot be maintained in accordance with information security policies, or the level of security cannot be duplicated at the alternate worksite in a cost effective manner. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

c. **Reference Material:** A position may not be suitable for telecommuting if the employee requires access to material that cannot, or should not, be removed from the office.

d. **Resources:** A position may not be suitable for telecommuting if the department does not have sufficient staff causing the employee's absence from the office to adversely affect others left in the office or cause problems for the manager in managing office workload or coverage. Furthermore, a position may not be suitable for telecommuting if appropriate equipment is unavailable.

e. **Task Scheduling:** A position may not be suitable for telecommuting if tasks that can be completed outside the office cannot be grouped and scheduled for telecommuting days, or the employee has insufficient duties or work activities that can be performed in an alternate worksite.

3. Basic Employee Criteria: The determination of whether an employee is suited for

telecommuting should be based on documented, objective criteria. A Heber City employee is eligible to participate in the Telecommuting Program if:

a. The employee's current performance evaluation rating is "acceptable," or higher;

b. The employee is currently not on a performance improvement plan; and

c. The employee is not being disciplined, or currently subject to a corrective plan, to address violation of employee conduct rules and policies.

E. Working Conditions

1. An employee participating in Telecommuting Program shall receive the same benefits and protections that are provided to other Heber City employees. This includes worker's compensation benefits, as well as defense and indemnification for claims against an employee arising out of the employee's employment, as provided by the Governmental Immunity Act of Utah, Title 63G, Chapter 7.

2. Fair Labor Standards Act (FLSA) rules apply to telecommuters. The amount of time that an employee is required or allowed to work will not change due to participation in the Telecommuting Program.

3. The telecommuter's performance should be monitored in the same manner as the employees working at the traditional office.

F. Job Performance and Work Scheduling

1. A telecommuter and the supervisor should maintain a balance between the telecommuter's scheduling needs and preferences and the department's business needs. A normal telecommuting schedule shall be agreed to at the beginning of the telecommuting arrangement. The schedule shall be documented in the *Telecommute Agreement*. The supervisor and department director must be informed of, and agree to any changes to the agreed upon work schedule in writing.

2. Policies and procedures currently in place for requesting the use of leave or compensatory remain unchanged. The participating employee is responsible for requesting leave in advance from his/her supervisor and informing timekeepers of leave usage.

3. The employee shall be available for contact during the duty hours agreed upon by the employee and the employee's supervisor. There should be no perceived difference in responsiveness or services provided attributable to work location.

4. The employee shall complete all assigned work according to procedures mutually agreed upon by the employee and supervisor.

5. Documented declines in performance or violations of employee conduct rules and policies are grounds for termination of the *Telecommute Agreement*, initiating corrective or disciplinary action, or both.

G. Worksite Requirement

1. The telecommuter's workspace is considered an extension of Heber City workspace. The City's liability for job-related accidents continues during the understood and approved work hours, but is limited to that approved workspace rather than applying to all areas of the home. The employee shall

notify the supervisor immediately of any accident or injury that occurs at the workspace, shall complete any required forms, and be evaluated by Risk Management. The employee shall notify the supervisor immediately of any accident or injury that occurs at the workspace, shall complete any required forms, and be evaluated by the Safety Committee. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

2. The telecommuting program does not include personal customer contact or interaction with people on official business at the workspace. The City does not cover injuries to third parties at the workspace.

3. An employee may not telecommute if the presence of any third parties in the workspace would limit the employees' ability to protect the confidentiality of any records, physical or electronic, to which the employee has access.

4. The City is not liable for damages to the employee's personal or real property while the employee is working at the telecommuting worksite unless damages are caused as a direct result of malfunctioning City-owned equipment.

5. The City is not responsible for any costs associated with using an employee's home as the telecommuting worksite such as, maintenance, insurance, and utilities.

6. In the event that the telecommuting arrangement involves activities that must be cleared through local zoning ordinances or home association regulations, the employee is responsible for initiating the approval process, complying with the applicable terms and conditions, and paying for all required costs.

7. The workspace must provide an environment similar to the office environment that is conducive to work, and free from distractions or unrelated activities.

H. Expenses

1. Reimbursement to the employee for the use of a personal cell phone for work related purposes will be based on the City's policy outlined in the *Personnel Policy*, Section 14.8, D-2.

2. Generally, home internet service will not be provided or reimbursed unless the City requires the employee to work from home.

3. With the Director's prior permission, an employee shall obtain supplies for business use at the alternate worksite from the employee's primary worksite. Generally, out-of-pocket expenses will not be reimbursed. Any exception must be approved by the employee's supervisor in advance of purchase.

4. A telecommuter may not be reimbursed for travel miles or receive compensation for time spent on the commute to the employee's primary worksite on any given day.

5. A supervisor may consider any expense not specifically covered in this policy on a case-by-case basis, considering the appropriateness of the expense reimbursed for similar non-telecommuting positions, and overall budget.

I. City-owned Hardware, Software, and Other Equipment Expenses

1. The provision of computer hardware, software, communications equipment, and other ancillary equipment needed to perform job functions in a telecommuting work environment is left solely to the discretion of the participating employee's director. An employee may not use employee-owned computer hardware, software, or other equipment under the terms of a telecommute agreement without the express permission of the IT Director.

2. The Information Technology department will establish internal policies pertaining, but not limited to, ownership, inventory, proper use, modification, control, and maintenance of City-provided equipment. Failure to abide by internal policies governing City-provided computer hardware, software, and other equipment may lead to the termination of the telecommute contract, disciplinary action, corrective action, or a combination of these.

J. Employee-owned Hardware, Software, and Other Equipment

1. An employee may not use employee-owned computer hardware, software, or other equipment under the terms of a telecommute contract without the express permission of the Information Technology Director.

2. If the Information Technology director grants authorization to use employee-owned computer hardware, software, and/or other equipment, the supervisor shall confirm that the configuration thereof is compatible with the City's information technology infrastructure. The employee must certify that:

a. Up-to-date IT-approved anti-virus software is installed and maintained on employee-owned equipment prior to telecommuting. The IT Department must have full access to employee-owned computer hardware at all times, for inspection and ensure security on hardware is enabled and not compromised.

3. A request to telecommute may be denied based on the failure to certify that IT-recommended safeguards have been installed.

4. Heber City data, especially data categorized as sensitive, private, protected, controlled, or proprietary, may not be downloaded on employee-owned hardware.

5. The employee is responsible for the installation, maintenance, repair or replacement of employee-owned hardware, software, and other equipment. The City may provide technical support for employee-owned equipment on an as needed basis.

6. The participating employee must notify his or her supervisor immediately if the employee-owned equipment malfunctions. In the event of equipment failure, the employee is expected to return to their primary worksite until adequate repairs can be made.

Section 14.18 Secondary Employment - Disclosure

It is the expectation of the City that employment with the City is the primary employment for all full-time City employees, and the City employees not engage in secondary or outside employment that conflicts with their City employment or the negatively impacts their ability to perform job duties or functions with the City. Accordingly, full-time employees are permitted to engage in secondary or outside employment only under the following guidelines:

A. Types of Employment and Notice.

(1) Outside employment must not be of a type that would reasonably give rise to criticism or create the appearance or suspicion of conflicting interests or duties.

(2) Employees are required to provide written notification to the department manager using the Employee's Notice of Secondary Employment within ninety days of adoption of this Section 14.18, or before starting any secondary or outside employment after adoption of this Section 14.18. This notification should include the following information:

(a) The employer's name, business name, and business address.

(b) A general overview of the type of business engaged in by the secondary employer.

(c) The specific duties engaged in by the employee at their secondary employment.

B. Approval Process.

(1) The department manager shall review the information contained in the Employee's Notice of Secondary Employment and determine whether the secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:

(a) Whether the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with the City. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.

(b) Whether the secondary employment could create a conflict of interest with employment with the City.

(c) Whether the secondary employment involves behavior or conduct that would reflect negatively on the City.

(2) This decision shall be communicated in writing to the employee, using the same Employee's Notice of Secondary Employment. The employee:

(a) Shall abide by that decision.

(b) May appeal the decision to the City Manager, whose decision shall be final.

(c) May voluntarily resign their position and employment with the City.

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Except for the specific protections set forth in this Personnel Policy, protections provided by federal or state law, or provisions in a written contract between the City and the employee, all employees of the City are at-will employees. Due to the unique circumstances that may be involved in different types of disciplinary actions,

variations from the procedures in this Personnel Policy or the City's failure to strictly comply with the procedures in the Personnel Policy shall not be grounds for overturning a disciplinary action if the employee was provided an adequate opportunity to respond to the disciplinary action. *32*

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2. During an investigation to determine the facts upon which disciplinary action may be imposed, the City Manager, or designee, may place an employee on administrative leave. *36*

3. An independent third party may be used to conduct an employee investigation. *37*

B. Imposing Disciplinary Action *37*

1. The City Manager, or designee, shall conduct disciplinary action in a consistent manner. The procedure need not be elaborate but only fair and reasonable. *37*

2. Each employee shall be afforded access to Heber City rules, policies and procedures. *37*

3. In determining the type of severity of the disciplinary action, the City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on City operations; and/or the potential of the misconduct to harm person(s) or property. *37*

4. For disciplinary action, other than a verbal reprimand or suspension with pay, the City shall, within five (5) business days of the disciplinary action, provide a written notice of disciplinary action. The written notice may be delivered by mail, email or hand-delivery. If the City is unaware of the current location of the employee, delivery by the means that the City decides is most likely to reach the employee shall be adequate. The written notice of disciplinary action shall generally include: *37*

a. The grounds for disciplinary action, including a description of the misconduct for which the disciplinary action is being imposed; *37*

b. Any prior disciplinary action imposed; *37*

c. The effective date and duration of the disciplinary action; and 37

d. The corrective action necessary, if any, for the employee to avoid further disciplinary action. 37

5. The City Manager, or designee, may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's performance evaluation form. 37

Section 10.4 Appeals 38

A. Trial period employees have no appeal rights. 38

B. Employees have no "verbal warning" appeal rights 38

C. Any merit employee who receives a disciplinary action in excess of a verbal warning (i.e. written reprimand, suspension with or without pay, involuntary transfer, or discharge) may request an informal meeting with the City Manager to discuss the disciplinary action within five (5) business days of the written notice of the disciplinary action. The meeting request shall be made in writing to the Human Resource Manager. The City Manager may request that the City Human Resources Manager, City Attorney or any other person be present at the meeting. The employee may have an attorney or other individuals invited by the employee present at the meeting. The City Manager shall provide written notice to the employee that the City Manager has either upheld the disciplinary action or has amended the disciplinary action. The City Manager's written notice does not require any justification for the City Manager's decision or any other findings of fact or conclusion of law. .. 38

D. In accordance with Utah Code § 10-3-1106, any employee (except trial employees) who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason shall have the right to appeal the disciplinary action imposed to the Appeals Hearing Officer. 38

1. An employee must submit their written notice of appeal to the Human Resources Director within ten (10) calendar days of the original disciplinary action or the City Manager's written notice (if the employee timely requests an informal meeting with the City Manager) or an employee will be deemed to have waived all appeal rights. 38

2. The Appeals Hearing Officer shall conduct a hearing in which both the City and the employee shall be entitled to present evidence and arguments. The Appeals Hearing Officer may allow briefing by the parties. 38

3. If the appeal board or hearing officer finds in favor of the employee, the appeal board or hearing officer shall provide that the employee shall receive: 38

(i) the employee's salary for the period of time during which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or 38

(ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration 38

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Article 1

ESTABLISHMENT OF PERSONNEL SYSTEM

Sections:

1.1 Provisions Established
1.2 Administration
1.3 Personnel Committee
1.4 Records
1.5 Definition of Terms

Section 1.1 Provisions Established

A personnel system for the City of Heber has been established in Title 2 of the City Municipal Code. This Ordinance established the following basic provisions in the personnel system:

1. A system free from political and personal considerations;
2. Equitable employment without illegal discrimination;
3. Incentives and conditions of employment;
4. Positions classified and compensated on justifiable and uniform basis;
5. Establishment of merit principle;
6. Equal administration of policies and procedures; and
7. A formal plan of adopted policies and procedures.

Section 1.2 Administration

The City Manager shall administer the personnel system as provided by Title 2 of the Municipal Code and as provided by these policies and procedures.

Section 1.3 Personnel Committee

The Personnel Committee, consisting of two members of the legislative body appointed by the Mayor (one being a non-voting member), the City Manager (as a non-voting member), Human Resources Manager, City Attorney, Chief of Police and Public Works Director the year even/odd year nonvoting, and four (4) merit employees shall serve as a review committee of the provisions of the Personnel Ordinance and the policies and procedures promulgated thereunder. The four classified employees shall consist of one representative from the Police and Animal Control Departments, one representative from the Public Works Department, one representative from the Parks/Cemetery Departments, and one representative from the Administrative, Justice Court, Planning, Airport, Building and Engineering Departments. The department representatives shall be elected by the full-time and part time employees from the departments they represent. Terms for committee members will commence on July 1 and end June 30. The Committee shall make recommendations to the governing body concerning most policies and benefits of all City employees. Provisions that are governed by State and Federal law, pay range, wage compensation policies and working hours are not within the scope of authority of the Personnel Committee. Amendments to these personnel policies may be adopted by the City Council upon recommendation from the Personnel Committee. Any employee can propose an agenda item and related information to the Personnel Committee.

Section 1.4 Records

A. The official personnel record, which may be electronic of each employee shall be kept in the office of the Human Resource Manager and shall contain, as appropriate:

1. Record of application for employment;
2. Reference to transcripts of academic preparation;
3. Policy and Procedure Manual Acknowledgment Form;
4. Performance evaluations;
5. References to any disciplinary action or commendation filed in the individual's personnel record;
6. Records of actions affecting employee pay rate, status or standing; and
7. Other applicable items.

B. If a disciplinary action is rescinded or disapproved upon appeal, forms, documents and records pertaining to the case shall be removed from the personnel record within thirty days by or under the direction of the City Manager.

C. Personnel records shall be private data and available for review only to the employee and users authorized by law, or as determined by the City Manager, to have a legitimate "need to know." A record of those reviewing personnel records and information shall be maintained, together with the reasons for access to the records. This record shall be maintained and appropriately indexed by the Human Resource Manager in a separate file titled Authorized Reviews of Personnel Records.

D. The Human Resource Manager, upon request, will supply the employee with a copy of any document placed in the employee's file.

E. An employee has the right to review the contents of his/her personnel record in the Office of the Human Resource Manager or the department as governed by law.

F. An individual personnel record may be kept in the department to contain copies of items recorded in the official record and other materials as required by department management. Any such individual record shall be considered a supplement to the official record and shall be subject to the rules governing personnel records.

G. Requests for confirmation of employment, dates of employment, job descriptions, and salaries (other than withholding information) will be treated as public information.

Section 1.5 Definition of Terms

All terms, phrases and words as used in these policies and procedures shall have the meanings as defined in this section or as defined by common usage.

Appeals Hearing Officer. The Appeals Hearing Officer shall be a member of the Utah State Bar who is appointed by the Mayor. The Mayor may appoint one or more alternate Appeals Hearing Officers to handle appeals in the event the primary Appeals Hearing Officer has a conflict of interest or is unable to timely hear the appeal. Utah Code § 10-3-1106.

Applicant. One who appears in person at the City Office Building or place designated and is received by a representative of the City. This individual must have completed an employment application form that designates preference for a particular position and may attach a resume that contains pertinent required data. The person must meet minimum legal requirements for the position being sought.

Appointing Authority. An official or group of officials having the authority legally to make appointment to positions in the City.

Class. A group of positions sufficiently similar with respect to their duties and responsibilities that the same title may reasonably and fairly be used to designate each position allocated to the class, that substantially the same minimum qualifications may be required, and that the same schedule of compensation may be made to apply with equity.

Merit Employee. All full-time and part-time employees which have successfully completed their Trial Service Period. Merit employees, unlike non-merit employees, have the right to appeal adverse employment decisions.

Demotion. Any action taken by a supervisor, City Manager, Mayor, and City Council governing body which results in a reduction in pay or position.

Disabled. One who (1) has a physical or mental disability that, for such individual, constitutes or results in a substantial disability to employment and (2) can reasonably be expected to benefit in terms of employability from vocational rehabilitation services. Also, one who is disabled means one who (1) has a physical or mental impairment that substantially limits one or more of one's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A disabled individual is substantially limited if he is likely to experience difficulty in securing, retaining, or advancing in employment because of a disability. Utah Code § 34A-5-102. and 42 USC 12102

Employee. A person legally holding a position, under any appointment or contract to hire, in the public service of the City.

Exempt Employee. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes, shall be exempt from mandatory overtime payment regulations.

Full-time Employee. An employee who works at least 30 hours per week and has been lawfully retained in his/her position after successful completion of the trial service period, providing such position shall have been approved by the City Council.

Governing Body. The Mayor and the City Council of Heber City.

Grievance. A grievance is a dispute regarding the interpretation or application of any rule, regulation, policy, or procedure which exists under the personnel system of the Heber City Corporation, filed by any employee, alleging a violation of the terms, provisions, and/or conditions of his/her employment, except for issues dealing with wages, salaries, benefits, or other financially remunerative matters.

Human Resources Manager. The person who is appointed by the City Manager to be primarily

responsible for handling human resources related issues.

Intermittent Employee. A person who works unscheduled periods, on a non-classified service status, but accrues fringe benefits on a pro-rate basis.

Management. Management includes all supervisory personnel of Heber City.

Non-Grievance. A non-grievance is any matter or action taken by the City or any of its representatives for which relief is provided under the statutes of the State of Utah, or any matter specifically excluded from this set of procedures by provisions included herein, such as wages and salaries, or any policy decisions made by the City Council.

Part-Time "As Needed" Employee. A part-time "as needed" employee is hired on an "as needed" basis and is not eligible for any benefits regardless of the amount of hours worked. This designation is an at-will position.

Performance Evaluation. Performance evaluations will be conducted annually, or more often as requested by the City Manager. The evaluation will be given by the supervisor of the individual, or by a designate named by the supervisor. Each employee will be evaluated in an objective and equitable manner.

Personnel Committee. An eight (9) member committee, composed of the City Manager (as a non-voting member) and two elected officials appointed by the Mayor and confirmed by the city council (one as a non-voting member), 1 member as either the Police Chief or Public Works Director, the HR Manager, and four (4) employees elected at large by the employees.

Part-Time Employee. A part-time employee is hired without a pre-determined terminal point of employment and is scheduled to work less than full time.

Position Description. A written description of a position, consisting of a title, a description of duties, the essential functions of the job, and minimum qualifications as approved by the City Council.

Promotion. Movement of an employee from one class or position to another class or position having a higher salary range, and a greater degree of responsibility and difficulty.

Temporary Full-Time Employee. A temporary full-time employee is hired with a pre-determined terminal point of employment usually for a period of less than six months.

Temporary Part-Time/Seasonal Employee. A temporary part-time/seasonal employee is hired for a specific period of time usually for a period of less than six months.

Transfer. Movement of an employee from a related class or a related position with the same salary range, or the movement of an employee with his/her current position to another location within the City.

Section 1.6 Employee Code Of Ethics

A. Employees will respect the civil and legal rights of all who are served by the city.
B. Employees, while on duty, shall be respectful, courteous and civil with the public, and each other,

and shall not use course, indecent, profane or unnecessarily harsh language in any public space.

C. All employees shall perform their duties as required or directed by law, city rule, policy, or supervisor. All lawful duties required or directed by competent authority shall be performed promptly as directed.
D. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
E. Employees shall meet standards established in their individual performance plans and report conditions or circumstances that would prevent them from performing their job effectively or completing their assigned tasks. Employees should bring to their supervisor's attention unclear instructions or procedures.
F. Employees are expected to make prudent and frugal use of city funds, equipment, buildings and supplies.
G. Employees shall observe workplace rules.
H. Employees shall not, while on duty, engage in religious discussions or debates to the extent it impacts the good working environment, nor speak disparagingly of the nationality, race or beliefs of any person.
I. No employee shall engage in any act or conduct which violates federal, state, or local laws or ordinances.
J. No employee shall ridicule, mock, deride, taunt, or belittle any person or group of persons, nor willfully embarrass, humiliate, or shame any person.

Article 2

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

Sections:

2.1 General Policy Statement
2.2 Disabled Persons
2.3 Sexual or Gender Based Harassment or Discrimination

Section 2.1 General Policy Statement

A. Heber City does not discriminate in hiring and promotion of employees based upon any protected class as defined by federal or state law.

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B. Evaluation of full-time employment candidates will be made on the basis of education, skills, experience, and potential for job performance learning, and ability to be successful.

Section 2.2 Disabled Persons

No qualified disabled person shall, on the basis of disability as defined in Utah Code § 34A-5-102 be subjected to illegal discrimination in employment under any program or activity sponsored by Heber City covered by the Vocational Rehabilitation Act of 1973 as amended. Heber City's employment decisions will be made to ensure that discrimination based on disability or perceived disability does not occur.

Section 2.3 Sexual or Gender Based Harassment or Discrimination

A. GENERAL POLICY. It is the policy of Heber City that:

1. Heber City does not tolerate sexual harassment in any form.
2. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
3. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigative proceeding or hearing under this policy.
4. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action against the accuser.
5. Records and proceedings of sexual harassment claim, investigations, or resolutions are confidential.
6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy, respect in the workplace training, and grievances procedures.

B. PROHIBITED CONDUCT. The following conduct is prohibited:

1. Any unwelcome or inappropriate sexual behavior, sexual or gender-based remarks or jokes, physical touching, physical advances, or use of implicit or explicit sexual overtones.

2. The implicit or explicit granting, withholding or conditioning of job benefits based on or in exchange for sexual favors or sexual conduct.

3. Repeatedly or inappropriately asking or requesting that a person go on a date or interact outside of work unless the person has clearly indicated a willingness to do so.

4. Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:
   i. Sex role stereotyping.
      (A) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
      (B) Comments or written material reinforcing traditional historic perceptions regarding gender.

   ii. Gender harassment/discrimination.
      (A) Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.
      (B) Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender or nonbinary individual.

   iii. Targeted or individual harassment.
      (A) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
      (B) Offensive conduct may be verbal, visual, or physical; including

unwanted physical touching of a non-criminal nature.

iv. Touching.

(A) The intentional unwanted touching of the breasts, buttocks, or genitals of another.

(B) Forcible sexual abuse.

C. TYPES OF CORRECTIVE ACTION: Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

1. Informal Action.

a. Employees may choose to address unwelcome behavior/conduct informally by notifying the Human Resources Manager of the behavior or conduct. The victim may:

(A) Ask the Human Resources Manager for assistance in determining what to say and how to approach the offending employee.

(B) Request the Human Resources Manager accompany the victim when the victims give the offending employee notice.

(C) Ask the Human Resources Manager to give notice to the offending employee, either accompanied by the victim or alone.

2. Formal Action.

a. Formal complains should be in writing to the Human Resources Manager and specify:

i. The identity of the victim.

ii. The identity of the offending employee.

iii. The offensive behavior that the employee engaged in.

iv. The frequency of the offensive behavior.

v. Damage the victim suffered as a result of the offensive behavior.

vi. How the victim would like the matter settled, or what the victim would like to see happen.

b. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.

c. The victim should submit formal written complaints to the Human Resources Manager. If the Human Resources Manager is the employee engaging in the offensive behavior, the formal complaint should be submitted to the City Manager.

3. Disciplinary Action. Employees found guilty of sexual harassment may face disciplinary action up to and including termination.

D. MAINTAINING COMPLAINT FILES.

1. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment investigative files. This information shall not be placed or maintained in any employee's personnel file.

2. Information contained in the sexual harassment investigative files shall be released only with the written authorization of the victim and the City Manager, or designee.

3. Participants in any sexual-gender or nonbinary harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

E. VICTIM PROTECTION.

1. Individual complaints, either verbal or written, are confidential.
2. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.
3. The accused shall not contact the victim regarding the alleged harassment.
4. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.
   a. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.
   b. Retaliation is an additional and separate disciplinary offense.
   c. Retaliation may consist of, but is not limited to, any of the following:
      i. Open hostility.
      ii. Exclusion or ostracism.
      iii. Special or more closely monitored attention to work performance.
      iv. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

Article 3

HEBER CITY DRUG-FREE WORKPLACE POLICY

Sections:

3.1 Policy Statement
3.2 Definitions
3.3 Prohibited or Required Conduct
3.4 Drug Testing
3.5 Drug Testing-Sample Collection
3.6 Discipline
3.7 Self-referral

Section 3.1 Policy Statement

A. The Governing Body of Heber City finds that a healthy and productive workforce within the city, safe working conditions free from the effects of alcohol and drugs, and high-quality services rendered to the public are important. These circumstances are vital to the functioning of Heber City, the safety of its government employees, and the well-being of the general public.

B. The Governing Body of the City finds that the abuse of drugs creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, decreased employee morale, and a decline in the quality of services rendered to the public.

C. In balancing the interests of the city and its employees and volunteers with the interest and welfare of the general public, the Governing Body of the City finds that implementation of drug free workplace policies, in accordance with state statute, is in the best interest of all parties.

D. In adopting this policy, it is the intent and object of the City Council to be as comprehensive as possible in addressing the issues of safety, confidentiality, privacy, drug use education, treatment, and the appropriate use of drug testing as described in this policy.

Section 3.2 Definitions

The following definitions shall apply to this Article 3:

A. "Act" means the Local Government Entity Drug-Free Workplace Enabling Act (Section 34-41-101, et seq., U.C.A. 1994, as amended).

B. "Drug" means any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia, including Title 58, Chapter 37, Utah Controlled Substances Act, or a supplement to any of those compendia. (See appendix)

C. "Drug testing" or "drug test" means the scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this chapter.

D. "Employee" means any person or officer in the service of Heber City for compensation.

E. "Periodic testing" means pre-selected and pre-announced drug testing of employees or volunteers conducted on a regular schedule by Heber City' s designated Medical Review Officer (MRO).

F. "Prospective employees" means any person who has made a written or oral application to become an employee of Heber City.

G. "Random testing" means the unannounced drug testing of an employee or volunteer who was selected for testing by using a method uninfluenced by any personal characteristic other than job category.

H. "Reasonable suspicion for drug testing" means an articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this policy.

I. "Rehabilitation testing" means unannounced but pre-selected drug testing done as part of a program of counseling, education, and treatment of an employee or volunteer in conjunction with this policy.

J. "Safety sensitive activity" means any employment position involving duties which directly affect the safety of government employees or the general public, or positions where there is access to controlled substances, as defined by state law, during the course of performing job duties.

K. "Sample" means any sample of urine, blood, breath, saliva, or hair, to be used for drug testing.

L. "Volunteer" means any person who donates services as authorized by Heber City without pay or other compensation except expenses actually and reasonably incurred.

Section 3.3 Prohibited or Required Conduct

A. Employees and volunteers shall not use, possess, distribute, sell, or purchase any illegal drugs or controlled substances.

B. Employees and volunteers shall not use or possess prescription drugs unless such drugs are properly prescribed by a licensed physician and are being properly used for the treatment of an illness or injury. As to any such prescription drugs, the employees or volunteers shall inform the department head or designee and/or City Manager of such medication if it impairs in any manner the employee's or volunteer's performance.

C. No employee or volunteer shall report for a regularly scheduled shift or be on a shift of duty while under the influence of any drug which renders the person incapable of safely and adequately performing job duties or while under the influence of any illegal drug or controlled substance.

D. No employee or volunteer, while on duty, shall operate any vehicle under the influence of any drugs which renders the person incapable of safely and adequately operating the vehicle.

E. Employees and volunteers shall not refuse to submit a sample for drug testing purposes when that sample is requested pursuant to the provisions of this policy.

F. Employees and volunteers shall not engage in off-duty drug use which violates the laws of the United States or the State of Utah or engage in any off-duty drug use which could compromise the employee's or volunteer's ability to safely and adequately perform job duties.

Section 3.4 Drug Testing

A. Pre-hire Testing: All prospective employees shall be given a drug test as part of the pre-employment medical examination. Any prospective employee who is found to be a user of an illegal drug or controlled substance, uses a prescription drug without an authorized prescription, or refuses to take the drug screening test shall be disqualified.

B. Post-accident Investigation: In any circumstances in which an employee or volunteer causes or contributes to the cause of an accident in which damage appears to exceed one thousand dollars ($1,000) or in the case of a motor vehicle accident, a reportable amount, and/or in which a third party is involved or in which personal injury results, he/she shall be given a drug screening test as part of the accident investigation. Notwithstanding the above criteria, an employee may volunteer to take a drug screening test, at the City's expense, for his/her own or for the City's legal protection no matter the results of the accident. The presence of drugs or other metabolites discovered in the drug screening test, or the employee or volunteer's refusal to submit to the drug screening test, shall result in appropriate disciplinary action.

C. Reasonable Suspicion Testing:

1. The department head, after discussion with the City Manager and Human Resources Manager, may direct that an employee or volunteer submit to a drug screening test under circumstances in which the supervisor has a reasonable suspicion that the employee or volunteer is under the influence of drugs or otherwise in violation of this policy.

2. Circumstances which may constitute a basis for determining a reasonable suspicion include but are not limited to: a pattern of abnormal or erratic behavior (i.e. a significant change in absenteeism); the direct observation of the employee or volunteer using drugs, possession of drugs at the work site, or the noticeable presence of physical symptoms of drug use (i.e. dilated or pinpoint pupils, unusual changes in speech pattern, restlessness, rapid mood swings, bloodshot eyes, odor of alcohol, unusual euphoria, "nodding off", needle marks, unusual aggressive or bizarre acts, or hallucinations).

D. Rehabilitation Testing: Employees who agree to enter a drug rehabilitation program, either in addition to or in lieu of disciplinary action, shall agree, as a condition of rehabilitation, to submit to such periodic or random drug testing as may appear appropriate. Such drug testing shall be conducted upon the advice of the rehabilitation treatment provider and shall be used to determine if the employee is making adequate progress towards successful rehabilitation.

E. Random Testing of Safety Sensitive Personnel: Employees who work in the following safety sensitive positions shall be subject to random drug tests as a condition of employment: police officers, public works employees, building inspection employees, parks and cemetery employees, and animal control officers. The directors of each department which employs safety sensitive personnel shall follow the random drug testing policies of this policy which specifies testing of a reasonable number of employees each year, including all supervisory and management personnel in those particular job positions.

F. Miscellaneous Testing: Employees and volunteers shall be subject to such other drug testing as may be required by appropriate state or federal laws or regulations, including driver's license examinations and other license or certification requirements. All such drug testing shall be considered a condition of employment.

Section 3.5 Drug Testing-Sample Collection

A. All drug test sample collection and drug testing under the provisions of this policy shall be conducted in accordance with the requirements of the Act and other applicable provisions of state or federal statute or regulation. Sample collection, handling, and transportation procedures shall all be conducted in accordance with the requirements of the law.

B. Any person required to submit to a drug test under the provisions of this policy may, at his option and expense, submit a second drug test sample for further testing in accordance with the provisions of the Act and within two (2) hours of the first test.

C. All drug testing and sample collection procedures under this policy shall be performed under reasonable and sanitary conditions and in such a manner as to ensure the privacy of the individual being tested.

D. In all drug testing and sample collection procedures, any transmittal or reporting of test results shall be conducted with due respect for confidentiality. Drug test activities and result reports may be made available only to supervisors and management personnel with an immediate need to know about those procedures and results. Testing procedures and results may be made available and communicated as needed for the purposes of any disciplinary action or criminal investigation or prosecution. Records regarding test results are generally considered protected documents under the provisions of the Government Records Access and Management Act – Utah Code § 63-2-304.

E. Excess Fluid, Temperature Out-of-Range and Adulterated Samples (Negative Dilute Test Results): To obtain accurate and reliable test results, the employee or prospective employee must not dilute the urine sample by the ingestion of excess fluids (hereinafter referred to as "Excess Fluids Sample") before providing the sample. A urine sample shall be considered an excess fluids sample if (1) the test results indicated that the urine sample contains creatinine levels less than .2g/L and a specific gravity of less than 1.003 and (2) there is no medically sufficient explanation for such excess fluids, which explanation must be judged as satisfactory to the MRO in his/her sole but reasonable discretion. If a urine sample provided by a prospective employee or an employee is determined after appropriate testing to be an excess fluids sample, the prospective employee or employee shall, at the City's discretion, be required to provide another urine sample at a time and under conditions and requirements that are within the sole discretion of the City. In the event the second sample is determined after appropriate testing to be an excess fluids diluted sample, the prospective employee shall not be offered employment with the City and the employee shall be subject to disciplinary action.

Section 3.6 Discipline

A. If a confirmed positive drug test result indicates a violation of this policy or if an individual refuses to provide a sample in accordance with the provisions of this policy, or otherwise violates this policy, that test result, refusal, or violation may be used as a basis for imposing disciplinary action. Any disciplinary action shall be conducted in accordance with the provisions of the Heber City Personnel Policies and Procedures Manual.

B. Whenever appropriate, rehabilitation of employees who violate this policy should be pursued. The determination whether to proceed with discipline, rehabilitation in addition to discipline, or rehabilitation in lieu of discipline for violations of this policy shall be within the discretion of the department head and/or the City Manager.

C. Any rehabilitation in lieu of or in addition to disciplinary action should be undertaken in accordance with the terms of a written memorandum of understanding or agreement between the City Manager, department head and the employee. The memorandum should set out the expectations which the employee must satisfy, including successful completion of a rehabilitation program; appropriate waiver of confidentiality to permit communication between supervisors and rehabilitation service providers, as needed; periodic rehabilitation drug testing as determined appropriate; an acknowledgment that failure to successfully complete rehabilitation will lead to appropriate disciplinary action; and such further conditions as may be necessary and appropriate.

Section 3.7 Self-referral

Employees are encouraged to refer themselves for drug rehabilitation services to be provided by a certified rehabilitation service provider. Employees who enter drug rehabilitation as a self-referral are encouraged to communicate this fact to their supervisor to determine whether drug use or rehabilitation activities will adversely affect the employee's job performance. Supervisors are encouraged to cooperate and work with employees who are undergoing a self-referral rehabilitation in order to assist in a successful completion of that rehabilitation. The status of employees in safety sensitive positions must be carefully screened in order to determine that their rehabilitation activity shall have no potential adverse effect on job duties.

Article 4

HIRING FOR NEW AND VACANT POSITIONS

Sections:

4.1 Procedures
4.2 Veterans Preference
4.3 Nepotism (Hiring of Relatives)

Section 4.1 Procedures

A. When a position opens in a department or a need arises to create a new position, the department head shall submit notification of the position vacancy to the Human Resource Manager, who will then notify the City Recorder and City Manager to determine if the position is to be filled.

B. Job openings shall first be posted and opened to all employees within the City for five (5) working days. Openings within Heber City Police Department may be open to any part-time or reserve officers before being open to other departments within the City or to the public. (Part-time and reserve officers of the department have already been tested, been through field training, and required to meet the standards of a full-time officer.)

C. If it is determined that there is a need to consider outside applicants, then the Human Resource Manager shall post the opening with Work Force Service and other job boards, and where all City employees will be made aware of the opening. The appointing authority shall provide, in all cases where practicable, that vacancies shall be filled on the basis of ascertained merit and qualification, thus enhancing the City Classified Service by providing upward mobility.

D. The department head/supervisor will review all applications to see who does or does not meet the qualifications. The department head/supervisor will determine which, if any, of the applicants they want to interview by an interviewing board which is set up by the department head. Upon choosing a finalist, the name and recommended salary will be sent to the City Manager for final approval.

E. The City Manager may provide a bonus or other benefit for the referral of City employees.

F. Offices whose appointment is governed by State law or existing City ordinances are the City Manager, City Recorder, City Treasurer, Chief of Police, City Attorney, Airport Manager and the Justice Court Judge; the appointment, removal and demotion of these officials shall be guided by City Code Section 2 “Administrative and Personnel.” Retention of the Justice Court Judge is subject to Utah State Code 78A-7-203.

G. Upon hiring, an employee shall complete necessary forms including, but not limited to, authorization to work in the U.S, Form I-9, URS certification either ineligible or eligible, W-4 tax forms, and insurance if applicable. These items will be kept in a personnel file in the Human Resource Manager’s office. After an offer is made and before commencing employment with the city, new employees must submit a pre-employment drug screening, and may be subject to background checks

which may include, at the discretion of the city manager and/or HR manager, criminal activity, and credit information.

Section 4.2 Veterans Preference

Honorably discharged veterans who have served in the armed forces of the United States during a period of conflict, war, or other national emergencies as defined by congress, and any un-remarried surviving spouse of such honorably discharged veterans shall be preferred for employment, either directly or by contract, if they possess equal qualifications to other applicants for that employment and if they are residence of the State of Utah as recorded in Utah Code § 71-10-2, and § 71-10-3.

Section 4.3 Nepotism (Hiring of Relatives)

A. It is the policy of Heber City to comply with the Anti-Nepotism Clause as stated in the Utah Code § 52-3-1, *et seq*.

B. No appointing authority may employ, appoint, vote for, or recommend the appointment of his or her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the appointee will be directly supervised by a relative, except as indicated in Utah Code § 52-3-1, *et seq.*

C. No public officer (a person who holds a position that is compensated by public funds) may directly supervise an appointee who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except as indicated in Utah Code § 52-3-1, *et seq.*

D. Heber City will consider employment applications from relatives of current employees whenever openings exist for which they are qualified. Hiring decisions, however, will be made solely on the basis of merit and relatives will not receive preferential treatment. Applicants with relatives will not be hired in the same division if the applicant is to be supervised by one of the relatives listed in 4.3 B. An exception may be offered if the department is a conglomerate, such as Public Works with Water, Sewer, Roads, and Fleet.

Article 5

PROBATIONARY TRIAL SERVICE PERIOD

Sections:

5.1 Trial Services Period
5.2 Time Period and Appointment
5.3 Release of Trial Service Employee

Section 5.1 Trial Services Period

The trial service period or working test period shall be regarded as an integral part of the employment process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for rejecting any employee whose performance does not meet the required performance level.

Section 5.2 Time Period and Appointment

All original and promotional appointments of employees shall be tentative and subject to a trial service period of at least six (6) months but may be extended with City Manager approval. All sworn law enforcement officers are subject to a one (1) year trial service period but may be extended with City Manager approval.

Section 5.3 Release of Trial Service Employee

During the trial service period an employee may be released at any time by the department head and/or City Manager without cause and without the right to appeal except where discrimination is alleged. The department head should consult with the City Manager, Human Resource Manager, and the supervisor (if applicable) before making a decision to terminate a trial service employee.

Article 6

TRAINING AND DEVELOPMENT

Sections:

6.1 Educational Assistance
6.2 Conferences, Seminars and Conventions
6.3 Certification Training
6.4 Travel Time

Section 6.1 Educational Assistance

A. Heber City recognizes the importance of educational growth of employees for advancing technical and managerial skills. Through the Educational Assistance Program, the City may provide assistance to a post- trial service employee, subject to manager discretion, who undertakes an undergraduate or graduate course of study which is mutually advantageous to the City and to the employee. Employees desiring to participate in this program must submit an Educational Assistance Application to their supervisor by February 1st each year for it to be considered in the upcoming fiscal year budget. If approved for funding by the supervisor, the City Manager, and the City Council, then the employee will submit each semester's grade with a certified transcript and tuition receipt to his/her supervisor within one month of the semester ending for reimbursement. If an employee is not pursuing an approved graduate or undergraduate course of study, any courses taken must be pertinent to the employee's job in order to qualify for reimbursement. The City will follow FERPA standards in the Educational Assistance Program.

B. For successfully completed courses with a "B" grade average or higher, of courses which have been approved by the department head and the City Manager, and successfully completed with a minimum grade of "C" and an overall "B" grade average or higher, the City will reimburse the employee an amount equal to 100% of the tuition, fees and books. Application for education assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter. Courses must be pertinent to the employee's job or serve Heber City as relevant. If the employee is entitled to Veteran's educational benefits, and/or Pell grants or scholarship funds he/she must first use such benefits in lieu of City reimbursement. The City reimbursement will be reduced by the amount of reimbursement the employee is eligible for from the any grant including a Pell Grant, scholarship, and,

Veterans Administration as applicable.

C. All approved participants in the Education Assistance Program must be working at least an average of thirty (30) hours per week. In some cases, irregular work schedules may be considered as a means of accommodating class schedules. In most cases, study time will be done on the employee's personal time. At the discretion of the department head an employee may study on the job if classes are required for certification or to maintain certifications required by the City.

D. Employees participating in the Education Assistance Program will be expected to continue their employment with the City for three years following the first tuition reimbursement or they will be required to reimburse the City for any assistance they received.

Section 6.2 Conferences, Seminars and Conventions

A. Employees desiring to participate in a conference, seminar or convention must complete a Training and Administrative Leave form and submit it for approval to the department head. For out-of-state travel, this form must then be submitted to the City Manager for final approval. The City will pay the cost of registration fees, motel, travel, and per diem on approved leave. The City will follow federal statutes regarding non-discrimination practices in access to training and career development.

B. Employees will be compensated for time spent attending training sessions at conferences, seminars, and conventions. Time allotted for meals during these conferences, etc., will not be counted as time worked.

Section 6.3 Certification Testing

A. On the job study time is allowed for job related or required certifications with the approval of the department head.

B. Heber City will pay the cost of certification test fees a maximum of two (2) times per test per employee. Employees unable to pass a certification test after taking it twice will be required to pay the fee for any subsequent attempts. Upon passing the test, the City will reimburse the cost of the test with proof of passing and receipt for payment.

Section 6.4 Travel Time

A. Commuting Time: Commuting time is not paid work time, even when the employee is using an organization vehicle. Travel time from home to a site in response to an emergency call after the regular workday is work time.

B Single-Day Travel: An employee who travels in the course of a workday, such as from one work location to another, is entitled to compensation for his/her travel time. When an employee who normally works at one location is sent out-of-town on a single-day trip, the time spent traveling is work time. Travel to work-related meetings is compensable.

C. Over Night and Weekend Travel: An employee who travels away from home overnight or on weekends is working when he/she is a passenger on an airplane, train, boat, bus, or automobile if the travel is work related.

Article 7

PERFORMANCE EVALUATION

Sections:
7.1 Performance Evaluations
7.2 Inspection of Performance Evaluations
7.3 Appeal from Performance Evaluation

Section 7.1 Performance Evaluations

A. The City Manager and department heads shall provide a system of standards of performance in positions, and a method of reporting on the performance of individual employees based on such factors as, for example, ability, quality and quantity of work, reliability, discipline and attendance. The system shall provide:

1. For maintenance of reasonable standards of physical fitness for performance of the duties of the position. Periodic or occasional physical examinations may be required and the results included in the report.

2. For the use of performance reports as a factor in promotions and position evaluation.

B. Performance evaluations shall be obtained for each employee at least once each year at an annual review. Additional evaluations will be completed as requested by the City Manager or Governing Body. Performance evaluations will be conducted in a non-discriminatory manner.

Section 7.2 Inspection of Performance Evaluations

Each employee shall receive a complete copy of each evaluation which is completed on their personal performance. At the time received, the employee shall acknowledge receipt by signing and dating an acknowledgment form or the file copy. The performance evaluation may be inspected by the Mayor, the City Council, or the employee's representative as duly authorized in writing by the City Manager. Evaluations shall not be open for inspection by any other person except for the employee's supervisor or for purposes of inquiry or review as ordered by the City Council.

Section 7.3 Appeal from Performance Evaluation

An employee shall have the right to appeal any unsatisfactory performance evaluation assigned to him/her to the City Manager. The appeal procedure shall follow that prescribed in Section 10.4.C.

Article 8

SAFETY AND HEALTH

Sections:
8.1 Occupation Safety and Health Act Safety Committee

8.2 Inspections
8.3 Records and Reports
8.4 Work Areas and Equipment
8.5 General Safety Rules
8.6 Proper Use of Heber City Equipment & Tools
8.7 Environment free from Recognizable Hazard
8.8 Accidents and Near Misses to be Reported
8.9 Fit for Duty
8.10 Miscellaneous

Section 8.1 Occupation Safety and Empowerment

A. Safety and health of employees at work is of utmost importance to Heber City. Heber City shall comply with all applicable rules, regulations and standards pertaining to the Federal and State Occupational Safety and Health Act. Heber City shall furnish each of its employees an employment environment free from recognized hazards that are causing or are likely to cause death or physical harm and does hereby require that each employee comply with the occupational safety and health standards, order, rules, and regulations promulgated under the Occupational Safety and Health Act. Compliance with this Act shall be accomplished through the establishment of an occupation safety and health program as outlined herein.

Heber City has established a Safety Committee that shall convene at least once monthly to discuss preventative measures, incidents, and near misses in the workplace. All employees are required to report unsafe conditions and encouraged to report potentially dangerous practices. In addition to the Utah Occupational Safety & Hazard requirements, Heber City requires employees to report 'Near Miss' incidents. A Near Miss is defined as, 'No property or internal damage, but with a slight shift in time or position would have resulted in significant injury or damage. The situation could have a correction factor if the employee ignored the obvious signals and signs or was negligent in actions or omissions. For example, a damaged hose was replaced without notification of the damage, 'tag out'. Consequently, the next employee to use the damaged hose experienced chaotic water spraying under high pressure that resulted in a laceration under his eye.

Commented [CA3]: Add qualifiers

Commented [CA4R3]: A near miss is defined as any situation with a modification in behavior whose outcome would otherwise result in significant harm.

B. The Human Resource Manager shall provide employees with OSHA rules and regulations. The Human Resource Manager and department heads are responsible for alerting employees about safety and health rules, procedures, and guidelines. The Human Resource Manager and department heads must see that requirements are posted in the workplace, understood, enforced, and revamped to comply with governmental regulations, and to meet employee needs. Worker's Compensation insurance provides medical benefits, as well as payment for lost hours from work, for individuals injured while on the job. *See* Utah Code § 34A-6.

Section 8.2 Inspections

The City Manager shall designate a Safety Officer who, in working with the safety committee, will frequently inspect and document for unsafe conditions and practices, defective equipment and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. Accidents in the workplace will be discussed and reviewed during the Safety Committee

meetings. All employees are required to immediately report an unsafe condition. Supervisory personnel shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees. Signage of 'Do Not Use' shall be placed on any equipment to prevent accident or injury until the equipment can be repaired or replaced. All employees are expected to warn all other employees of any dangerous conditions and permit no one to work in an unsafe place, except for the purpose of making it safe.

Section 8.3 Records and Reports

A. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall, at all reasonable times, be available to the Utah Occupational Safety and Health (UOSH) or to its representatives upon request. Other records shall be kept as requested by UOSH.

B. The Employee's First Report of Injury or Illness MUST be submitted to Heber City's insurance carrier, per Sections 34A-2-407 and 34A-3-10B, R612-200-1 Utah Code Annotated (U.C.A.) 1997. Each employee or immediate supervisor shall file the report no later than the end of the shift or work day. If the injury or illness results in medical treatment by a physician and first aid R612-100-2, loss of consciousness, loss of work, restriction of work, or transfer to another job. Heber City requires the injured employee or the immediate supervisor to report immediately or within eight hours of occurrence. Heber City shall file a subsequent report with the UOSH commission of any previously reported injury; or occupational disease that later resulted in death. Section 34A-6-301 (3)(b)(ii) states that each employer shall, within eight hours of occurrence, notify the Division of Occupational Safety and Health, at (801) 530-6901 or (800) 530-5090, of any; work-related fatality; disabling, serious, or significant injury; or occupational disease incident. A serious injury includes; amputation, fractures of major bones (both simple and compound), and hospitalization for medical treatment. All information requested on the First Report of Injury form is of vital importance. Please answer ALL items in detail in order to avoid delay and additional correspondence or the return of this report for completion. A report of any on-the-job injury resulting in disability or compensable lost time shall be submitted by the department head, or designee, to the Human Resource Manager who will send copies to the Industrial Commission of (UOSH) and to the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of City employees or tend to increase the hazards thereof, the department head or Human Resource Manager shall notify the Industrial Commission of Utah UOSH of Utah immediately. A report to Utah Occupational Safety and Health (OSHA) should be made as well. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions.

C. The Human Resource Manager shall post, in a conspicuous place, a list of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of emergency. Such list shall include:

1. Responsible supervision (supervisor or equivalent)
2. Hospital
3. Poison Control
4. Ambulance
5. Fire Department
6. Police Department

D. All fatal, potentially fatal, and serious accidents shall be reported immediately to the Utah Occupational Safety and Health (UOSH) within 8 hours.

Section 8.4 Work Areas and Equipment

A. All supervisors and workers shall be required to ensure safe work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied as soon as possible after the discovery is made. When no other method or combination of methods can be provided to prevent employees from becoming exposed to toxic dusts, fumes, gases, flying objects, dangerous rays, or burns from heat, acid, caustics or any hazard of a similar nature, the City shall provide each worker with the necessary personal protection equipment, such as respirators, goggles, gas masks, certain types of protective clothing, etc. Provision shall also be made to keep all such equipment in good sanitary working condition at all times.

B. Employees will receive thorough information on the possible hazardous materials they handle. Each employee will receive training on correct handling and disposal of such materials.

C. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employee shall refuse to follow and obey reasonable orders that are issued by a supervisor, for the protection of health, life, safety, or welfare of employees.

D. Should an employee refuse or neglect to follow and obey reasonable safety orders issued by a supervisor, the employee will be subject to dismissal.

Section 8.5 General Safety Rules

The following general safety rules will apply in all City work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.

B. Employees will be provided and required to use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, safety vests, and hard hats, if required or appropriate to the work performed.

C. Employees will avoid wearing loose clothing or accessories that could cause become caught, creating a hazard while working on or near equipment and machines. Long hair will be properly secured.

D. All accidents and near misses, regardless of severity, personal or vehicular, shall be reported as soon as possible, but no more than by the end of the shift to the supervisor/manager and the designated safety officer.

E. Defective equipment will be reported immediately in writing to the supervisor or City Manager. Signage indicating damage such as ‘do not use’ will be posted immediately to prevent operation

of the equipment by anyone else until the equipment is repaired or replaced.

F. Employees will not operate equipment or use tools for which licensing and training has not been received.

G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.

Section 8.6 Proper use of Heber City Equipment & Tools

The use of Heber City equipment, tools, or facilities for private purposes is strictly prohibited. However, reasonable use of Heber City tools and equipment to protect property and preserve life is authorized.

A. Employees must receive the proper training including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description.

B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. Employees must renew their commercial driver's license at four-year intervals.

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

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

Section 8.7 Environment free from Recognizable Hazard

For the safety and welfare of employees, it is the policy of Heber City to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees.

Heber City will post all required UOSH notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the Safety Officer when they have questions about any of the standards which are provided under UOSH.

All employees should follow the procedures listed below in the event an inspector from UOSH presents themselves on the job site.

A. If an UOSH inspector arrives on the job site, an employee should understand that he/she is not authorized to offer any information requested by the inspector.

B. The employee will inform the UOSH inspector that the employee will contact the City

Manager, Supervisor, or designee, who will accompany the inspector during any inspection.

C. The City Manager or designee should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSH inspector shows up on the job site.

D. If the UOSH inspector does not reveal the appropriate credentials at the onset of the inspection, the City Manager, or designee, should ask the inspector to reveal his credentials and should then examine them before allowing an inspection of the job site.

E. The City Manager, or designee, will not refuse an UOSH inspection of the job site.

F. If the credentials are appropriate, and before beginning the inspection, the City Manager, or designee, should ask the UOSH inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the UOSH inspection was due to an employee complaint, the City Manager, or designee, should request a copy of the complaint. This will help Heber City correct any safety problems, (Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).

G. The City Manager, or designee, should accompany the UOSH inspector during the entire inspection of the job site.

H. The City Manager, or designee, should take notes throughout the entire inspection. The City Manager, or designee, should note every comment and observation made by those participating in the inspection. The City Manager, or designee, accompanying the UOSH inspector should not volunteer any unsolicited information.

Section 8.8 Reporting Accidents and Near-Misses

Accidents should be reported in the following manner:

- All employees are required to report any injuries or accidents to their manager or supervisor and Human Resources.
- With input from the employee, managers will complete an Employee Accident Investigation Form.
- The completed form must be submitted to Human Resources within 24 hours of the incident to ensure a claim is submitted to our provider within their guidelines.
- If an employee is in need of medical treatment, they should be referred to 5 Minute Clinic 1200 South Heber City, UT or Urgent Care facility (*See* Section 13.9).
- If there is an emergency situation involving serious injury, profuse bleeding, head injury, inability to breathe, etc. immediately call 9-1-1 and/or have the employee visit the nearest Emergency Room located at the Heber Hospital.
- All paperwork regarding treatment received by the employee for a worker's compensation injury/incident must be submitted to Human Resources within 8 hours or by the end of shift/work day of treatment.
- Under no circumstances should a team member suffer from any form of retaliation due to a work-related injury.

In some cases, an employee will be placed on restricted duty due to their injury. This will be revealed in the paperwork received from the care provider. As the employer, we are required to follow all restrictions to assist in the team member's recuperation and avoid any additional injuries. If we are unable to meet the parameters, the employee will be released from work until all restrictions can be accommodated or the individual is released, by a medical provider, to full duty. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify their supervisor, Safety Committee Chair, Human Resources or the City Manager, who will ensure prompt and qualified medical attention is provided and all required UOSH reports are completed.

B. The Safety Committee Chair, or designee, will investigate the job related injury to determine the cause of the injury. The injured employee and anyone directly involved in the incident will report to the Safety Committee courses of action that could have been avoided or safety failures.

C. Heber City shall contact UOSH within eight (8 hours) of the occurrence of any job related death, disabling, serious, or significant injury, and/or any occupational disease.

D. Heber City shall file the required report with UOSH within seven (7) days after first knowledge or notification of any injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSH if they require only minor first-aid treatment.

E. Heber City shall keep a copy of the UOSH report in the UOSH File.

F. Heber City shall give the employee a copy of the UOSH report and explain the employee's rights and responsibilities concerning the work related injury or occupational disease.

Commented [CA5]: Change industrial commission to UOSH 8.3A

G. If an employee later dies as a result of a work-related injury, Heber City shall file a report with UOSH within seven (7) days of first knowledge or notification of the death.

Section 8.9 Fit For Duty

The city recognizes that physical or mental ability issues may impact an employee's ability to perform his or her job duties. It is in the best interest of the city and the employee to identify factors impacting the workplace.

1. Procedures:

A. A supervisor may refer an employee for a fitness-for-duty evaluation. The supervisor will make a written request to the City Manager or Human Resource Manager when referring an employee for an evaluation. The request will include a brief description of the employee's work history and any work-related problems.

B. The evaluation will be conducted by a private contracted provider.

C. The city will notify the employee in writing of the required evaluation date, time and location.

D. The city will place the employee on paid administrative leave during the evaluation period.

E. Evaluation costs are paid by the city.

2. Fitness for Duty Evaluation:

A. The provider's written evaluation will include:
   a. reasons for the referral;
   b. a diagnosis including expected duration and required medical or psychological plan;
   c. a statement indicating whether the employee can perform the job;
   d. identification of any tasks the employee cannot perform; and
   e. a statement indicating whether the employee needs a reasonable accommodation to perform the essential job duties and the recommended accommodation.

B. Upon completion of the fitness for duty evaluation, the city will notify the employee of the results.

C. The department head, in consultation with the city manager and HR manager, will determine whether the employee may return to work, be placed on qualifying leave, or be separated from employment.

D. An employee who refuses to submit to a fitness for duty evaluation or fails to make progress towards completing the evaluation plan may be disciplined in accordance with the city's disciplinary policies.

3. Confidentiality and Records

A. Records obtained under this policy that contain medical, psychiatric or psychological data about an employee will be classified as protected in accordance with the Government Records Access and Management Act (GRAMA).

B. Evaluation information may only be released for employment-related purposes and will be limited to persons with a work-related concern.

C. Fitness-for-duty evaluation records will be kept in a locked file by the HR manager and will be made available only to qualified medical personnel upon written release from the employee and in accordance with applicable state or federal laws relating to medical records.

Section 8.10 Miscellaneous

In addition to the rules and regulations specified above, the following shall apply:

A. Employees who do not understand or speak the English language shall not be assigned to any duty or place where the lack or partial lack of understanding or speaking of English might adversely affect the safety of themselves, or of other employees.

B. Where there is a risk of injury from hair entanglement in moving parts of machinery, employees shall confine their hair to eliminate the hazard.

C. Loose sleeves, tails, ties, lapels, cuffs, or similar garments which can become entangled in moving machinery shall not be worn where an entanglement hazard exists.

D. Wrist watches, rings, accessories or other jewelry shall not be worn on the job where they constitute a safety hazard.

E. No employee shall carry, consume, or possess liquor in a place of employment unless required to do so by the employee's normal job duties.

F. No intoxicated person shall be allowed to go into or loiter around any operation where workers are employed, or operate any vehicle or equipment owned by the city or used for city purposes.

Article 9

TERMINATION OF EMPLOYMENT

Sections:

9.1 At-Will Employment Status
9.2 Appointed Employees
9.3 Classified Merit Employees
9.4 Elimination of Position
9.5 Transfer from Classified to Exempt Status
9.6 Reduction in Workforce

Section 9.1 At-will Employment Status.

Except for the specific protections set forth in this Personnel Policy, protections provided by federal or state law, or provisions in a written contract between the City and the employee, all employees of the City are at-will employees. Due to the unique circumstances that may be involved in different types of disciplinary actions, variations from the procedures in this Personnel Policy or the City's failure to strictly comply with the procedures in the Personnel Policy shall not be grounds for overturning a disciplinary action if the employee was provided an adequate opportunity to respond to the disciplinary action.

Section 9.2. Appointed Employees

Except as otherwise provided by law, ordinance or a written employment agreement, positions such as City Manager, Chief of Police, City Recorder, City Treasurer, Airport Manager and City Attorney can be terminated at any time by the Mayor with the advice and consent of the City Council. Retention of the Justice Court Judge is subject to Utah Code § 78A-7-203.

Section 9.3 Classified Merit Employees

No merit employee employed by the City may be terminated from service as a result of a change in the elected administration of the City or for the political expediency of elected officials.

Section 9.4 Elimination of Position

If a circumstance should arise requiring the abolition of a certain position(s), job security shall be maintained by:

A. The employee shall be returned to a previous position if such position is open, but may receive a reduction in pay as determined by the department head and the City Manager;

B. The employee may be promoted based on merit and qualifications;

C. The employee may be transferred to another division or department to fill an open position of equal pay for which he/she is qualified; or

D. If none of the above alternatives are available, the employee will be separated.

Section 9.5 Transfer from Hourly to Exempt Status

A. If a circumstance should arise where an hourly employee is promoted to a position and it is the desire of either the employee or the City for the employee to resign from that position within six months of the promotion date, the employee shall have the following options:

1. The employee shall be returned to his/her previous position but shall receive a reduction in pay to his/her rate of pay before the promotion; or

2. The employee may be transferred to another division or department to fill an open position for which he/she is qualified with the pay rate of the new position.

B. Any employee hired to replace an employee promoted in this situation shall be notified of this policy and that his/her position may not be available should the incumbent return within the six-month period.

Section 9.6 Reduction in Workforce

Should it become necessary to undergo a reduction of the workforce, brought about by a curtailment of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of Heber City, the city will utilize the following sequence as far as practicable to achieve the required reduction-in-force:

A. Temporary employees (may be separated or reduced in work hours).
B. Part-time employees (may be separated or reduced in work hours).
C. Full-time employees (may be separated or reduced in work hours).

In determining which employee(s) shall be separated or reduced, administration will determine which positions are affected based on such factors as, but not limited to, longevity, performance, and city needs.

An employee laid-off as a result of business conditions (mentioned above) will have the right to be recalled to their former position, seniority and pay for up to a period of 6 months following the date of their lay-off. After that point/date, the former employee has no recall rights.

Article 10

DISCIPLINARY PROCEDURES

Sections:

10.1 General Policy and Causes for Disciplinary Action
10.2 Types of Disciplinary Action
10.3 Disciplinary Due Process

Section 10.1 General Policy & Causes for Disciplinary Action

A. General Policy.

1. It is the policy of Heber City that employees will be informed about what is expected at work, what constitutes employee misconduct, and the employee's rights.

2. It is the responsibility of all employees to observe rules of conduct for the necessary for the proper operation of City government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of changes to the employee.

3. Disciplinary action, up to and including termination of employment, may be imposed for any of the causes set forth in Section 10.1.B.

4. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Personnel Record.

5. The Human Resource Manager is to be consulted during the disciplinary process, and if necessary, be present at disciplinary hearings.

B. Causes for Disciplinary Action.

1. It is the responsibility of all employees to observe policies and appropriate regulations necessary for the proper operation of City government functions. Administrative procedures have been established for the handling of disciplinary measures including, but not limited to, reprimand, suspension, demotion, and termination. Disciplinary action, up to and including termination of employment, may be imposed for any of the following reasons:

a. Violation of the laws of the state of Utah, the law of the United States, or any City regulations, official policy, or departmental orders, other than minor traffic offenses;

b. Refusal to comply with a lawful instruction unless such instruction is injurious to the general public health or safety;

c. Insubordination;

d. Conviction of a felony while an employee of the City;

e. Indulging in offensive conduct or using offensive language towards the public or

in public toward City officers or employees;

f. Deliberate or careless conduct endangering the safety of the employee, other employees, or the general public;

g. Inducing or attempting to induce any employee in the service of the City, to commit an unlawful act, violation of City regulations, official policy, or departmental orders;

h. Using, threatening or attempting to use personal or political influence in an effort to secure special consideration as a City employee;

i. Incompetency and inefficiency in the performance of job duties;

j. Carelessness or negligence with City monies, equipment, or property;

k. Theft or intentional destruction of City property beyond regular duties;

l. Intentional falsification of personnel records, pay and time reports, inaccurate receipts or reimbursements or other City records;

m. Being under the influence of alcohol or illegal drugs while on duty;

n. Sleeping while being compensated or clocked in;

o. Unjustified interference with work of other City employees;

p. Misconduct, malfeasance, misfeasance, nonfeasance;

q. Unauthorized or excessive absences or tardiness;

r. Violation of or failure to comply with any section or provision in this Personnel Policies;

s. Falsifying City records;

t. Fighting or arguing (verbal or physical), threatening physical conduct, or physically intimidating another on City premises, or while on City business or in a City uniform;

u. Conduct that creates a hostile work environment, including, but not limited to:
   i. Derogatory remarks about another employee.
   ii. Visual messages (e.g., posting of cartoons) that are demeaning to an employee.
   iii. Jokes that stereotype or make fun of an employee.
   iv. Unwelcome or inappropriate nicknames for an employee.
   v. Verbal or nonverbal (e.g., mimicking or imitating) innuendoes that have a negative connotation for an employee.
   vi. Excessive gossip about other employees or spreading rumors about other employees.

Section 10.2 Types of Disciplinary Action

A. Verbal Warning

Whenever grounds for disciplinary action exist, the supervisor may immediately verbally communicate to the employee the supervisor's observation of the issue at the time of the action and documentation made of the reprimand. Documentation of the verbal warning shall include date, time, unacceptable action, and a commitment from the employee to correct the behavior as soon as possible. Whenever possible, sufficient time for improvement should precede additional disciplinary action. However, the level of severity may require more serious action.

B. Written Reprimand

The City Manager, a department head, or designated supervisor may issue a written reprimand to an employee. Such reprimand shall be in writing, shall be addressed to the employee, and shall detail the specific causes for the written reprimand. A copy signed by the supervisor shall be delivered to the Human Resource Manager for inclusion in the employee's personnel file. Failure to sign the written reprimand may be grounds for additional disciplinary action, including termination of employment.

C. Suspension

A department head or supervisor, with the written approval of the City Manager, may suspend, with or without pay, a merit employee for up to, but not exceeding, thirty (30) calendar days as discipline for cause. On or before the effective date of any suspension without pay, the employee shall be furnished with a written copy of the statement setting forth reasons for suspension.

D. Demotions

A department head or supervisor, with the approval of the City Manager, may demote any merit employee in his/her department for a disciplinary measure for cause.

E. Termination

A department head or supervisor may, with the approval of the City Manager, may terminate the employment of an employee of any merit employee in his/her department for cause by delivering a written statement of reasons for termination to the employee concerned, with a copy to be placed in the employee's personnel file.

Section 10.3 Disciplinary Due Process

A. **Conducting an Investigation**

1. The City Manager, or designee, may conduct an investigation into the allegations which form the grounds for disciplinary action.

2. During an investigation to determine the facts upon which disciplinary action may be imposed, the City Manager, or designee, may place an employee on administrative leave.

3. An independent third party may be used to conduct an employee investigation.

B. **Imposing Disciplinary Action**

1. The City Manager, or designee, shall conduct disciplinary action in a consistent manner. The procedure need not be elaborate but only fair and reasonable.

2. Each employee shall be afforded access to Heber City rules, policies and procedures.

3. In determining the type of severity of the disciplinary action, the City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on City operations; and/or the potential of the misconduct to harm person(s) or property.

4. For disciplinary action, other than a verbal reprimand or suspension with pay, the City shall, within five (5) business days of the disciplinary action, provide a written notice of disciplinary action. The written notice may be delivered by mail, email or hand-delivery. If the City is unaware of the current location of the employee, delivery by the means that the City decides is most likely to reach the employee shall be adequate. The written notice of disciplinary action shall generally include:

a. The grounds for disciplinary action, including a description of the misconduct for which the disciplinary action is being imposed;

b. Any prior disciplinary action imposed;

c. The effective date and duration of the disciplinary action; and

d. The corrective action necessary, if any, for the employee to avoid further disciplinary action.

5. The City Manager, or designee, may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's performance evaluation form.

6. Any documentation made of disciplinary actions should be signed by both the employee and the supervisor. A copy of this documentation will be kept with the employee's file. Refusal to sign the form may be the basis for further disciplinary action, including termination of employment.

7. The U.S. Supreme Court has ruled that in an internal investigation conducted solely for administrative purposes, the employee being questioned will be required to answer all questions. The Garrity warning must be read to all suspects prior to questioning in an administrative investigation when the suspect is required to answer under threat of disciplinary action. This warning will only be used by an assigned internal affairs investigator.

8. Garrity Warning: I advise you that you are required to testify or provide evidence as part of an official investigation of Heber City. This inquiry involves the _____ (incident involved) and is in accordance with City policies and procedures. This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident. The information or evidence you provide for this administrative investigation cannot be used against you in any criminal proceeding. However, your statements may be used against you in a subsequent administrative action. Refusal to answer questions or to testify to matters related to this incident implies that you have violated City policies and such refusal is cause for disciplinary action, including termination.

Section 10.4 Appeals

A. Trial period employees have no appeal rights.

B. Employees have no "verbal warning" appeal rights.

C. Any merit employee who receives a disciplinary action in excess of a verbal warning (i.e. written reprimand, suspension with or without pay, involuntary transfer, or discharge) may request an informal meeting with the City Manager to discuss the disciplinary action within five (5) business days of the written notice of the disciplinary action. The meeting request shall be made in writing to the Human Resource Manager. The City Manager may request that the City Human Resources Manager, City Attorney or any other person be present at the meeting. The employee may have an attorney or other individuals invited by the employee present at the meeting. The City Manager shall provide written notice to the employee that the City Manager has either upheld the disciplinary action or has amended the disciplinary action. The City Manager's written notice does not require any justification for the City Manager's decision or any other findings of fact or conclusion of law.

D. In accordance with Utah Code § 10-3-1106, any employee (except trial employees) who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason shall have the right to appeal the disciplinary action imposed to the Appeals Hearing Officer.

1. An employee must submit their written notice of appeal to the Human Resources Director within ten (10) calendar days of the original disciplinary action or the City Manager's written notice (if the employee timely requests an informal meeting with the City Manager) or an employee will be deemed to have waived all appeal rights.

2. The Appeals Hearing Officer shall conduct a hearing in which both the City and the employee shall be entitled to present evidence and arguments. The Appeals Hearing Officer may allow briefing by the parties.

3. If the appeal board or hearing officer finds in favor of the employee, the appeal board or hearing officer shall provide that the employee shall receive:

(i) the employee's salary for the period of time during which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or

(ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration

Article 11

GRIEVANCE PROCEDURE

Sections:

11.1 Policy Statement
11.2 Purpose & Objective
11.3 Procedures
11.4 Immunity

Section 11.1 Policy Statement

A. It shall be the policy of Heber City to respond to grievances of employees in a prompt, forthright, and professional manner. Within the framework of existing laws and regulations, every effort shall be made to respond to grievances in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment over which he/she has no control but desires remedial action and is desirous of filing an appeal for relief of that condition. Employees who have grievances created by work situations shall have the right to submit such grievances for orderly disposition according to the procedures as outlined in this Article. The grievance process shall not include an appeal from a disciplinary action.

B. Grievances shall include, but are not limited to, such matters as employee-supervision relationships, duty assignments not affecting job classification, shift and job location assignments, hours worked, working facilities and conditions, policies for granting leave, and similar matters. Grievances shall not include issues dealing with wages, salaries, benefits, budget items or other financial matters. Only the grievance presented originally shall be considered on appeal as the process progresses.

C. Similar grievances may be consolidated and processed together as a single issue. Every effort shall be made by the involved parties to resolve grievances at the lowest possible level.

Section 11.2 Purpose & Objective

The purpose of this Article is to establish a grievance procedure which will provide all merit employees with a clearly defined and organized communications system through which employees may present complaints or grievances to their supervisor(s). The objective of these procedures is to provide employees and management with a system of grievance resolution which is free from discrimination, coercion, intimidation, restraint, or reprisal, and which will also enable employees to receive fair and equitable treatment and adjustments to those grievances which they may have.

Section 11.3 Procedures

A. All grievances shall be handled in the following manner:

Step 1. The employee with a complaint or grievance shall either report in writing or discuss the issue with his/her immediate supervisor. If the grievance is with the individual's immediate supervisor, he/she may skip this step and move to the next step.

Step 2. If no mutually agreeable settlement is reached under Step 1, the grievance shall be filed in writing with the Human Resource Manager, specifying which term(s) or condition(s) of employment he/she feels has been violated or might require relief.

Step 3. If no mutually agreeable settlement is reached under Step 2, the parties involved may petition in writing to the City Manager for his/her review.

Step 4. If no mutually agreeable settlement is reached under Step 3, then those involved may petition in writing to the City Council for a closed session by filing the petition in writing to the Human Resource Manager. The decision of the City Council shall be made within 60 days and shall be final.

Section 11.4 Immunity

If any employee is denied the opportunity to present a grievance as prescribed by this Article, or if the employee is threatened or subjected to duress when presenting the grievance, the employee may notify the City Council in writing. The City Council shall authorize an investigation of such complaint and, based upon findings, act in accordance with disciplinary procedures as outlined herein.

Article 12 - DELETED

Article 13

COMPENSATION AND BENEFIT PLAN

Sections:

13.1 Eligible Employee
13.2 Compensation
13.3 Establishing Salary Grade
13.4 Total Compensation
13.5 Classification and Allocation
13.6 Appointments, Reinstatements, Promotions and Transfers
13.7 Merit Salary Adjustment
13.8 Salary Range Adjustment
13.9 Overtime and Compensatory Time
13.10 Special Assignment Pay
13.11 Supervisory Compensation for Emergencies
13.12 Holidays
13.13 Vacation
13.14 Sick Leave
13.15 Sick Leave Incentive Policy
13.16 Long Term Disability Insurance
13.17 Family and Medical Leave Policy
13.18 On-Call Policy-Public Works/Animal Control
13.19 Worker's Compensation
13.20 Bereavement Leave
13.21 Military Leave
13.22 Court Leave
13.23 Administrative Leave
13.24 Leave Without Pay
13.25 Lactation/Breastfeeding
13.26 Retirement
13.27 Insurance
13.28 Payment of Wages
13.29 Instant Award Policy
13.30 Time Off for Election (Voting)

13.31 Call-out Pay

When an employee is called out to work, outside their normal work hours, that employee shall be compensated a minimum of two (2) hours, regardless of how much time the employee works, and the hours worked shall be compensated at time and a half. Employee shall have the option of crediting back these hours to any compensated time off previously requested for the same pay period.

13.32 Wage Advancement

Section 13.1 Eligible Employee

A. Only the full-time employees of Heber City, as defined by ordinance, shall be eligible for and subject to compensation benefits described in this Article.

B. Elected Officials and members of boards and commissions shall be subject to applicable sections of state law and local statute. Unless otherwise specifically stated, elected officials and members of boards and commissions shall not be covered by the provisions of this Article.

C. Volunteer personnel and personnel appointed to serve without pay, contract employees, consultants and council rendering temporary professional service, and temporary, seasonal, part-time "as needed", or emergency employees, unless otherwise specifically stated, shall not be covered by the provisions of this Article.

Section 13.2 Compensation

A. The Compensation Plan of the City of Heber shall consist of a schedule of salary ranges for all positions as prepared by the City Manager and approved by the City Council.

B. Each grade shall be assigned to the appropriate salary range in the Compensation Plan. The rules for interpreting and administering the Compensation Plan are outlined herein.

Section 13.3 Establishing Salary Grade

In recommending which salary grade each position shall be assigned to, the City Manager shall give appropriate consideration to the following factors:

A. Maintenance of equitable relationships between grades based on the relative duties and responsibilities;

B. The level of prevailing rates for comparable work in private and public employment;

C. Available cost of living information.

Section 13.4 Total Compensation

A. The pay rates set forth are to be considered gross compensation for full-time service in the different grades. By full-time service, it is meant that number of hours which regularly constitutes the

scheduled work period of service which shall be defined hereafter to be thirty (30) hours per week.

B. Pay rates shall be calculated from the salary ranges as set forth in the salary schedule.

Section 13.5 Classification and Allocation

A. The total number of employees of a department and the total number of employees of each grade within any department shall be determined by the City Manager with the advice and consent of the City Council. Such determination shall be consistent with the funds appropriated in any current fiscal year budget and the factors for determining initial classification of positions in accordance with the approved pay plan.

B. The classification of a position may hereafter be altered by the addition, division, consolidation, or abolishment of the grade on request of the department head and approval of the City Manager; whereupon the copy of the salary schedule/pay grade maintained in the Human Resources Manager office shall be corrected accordingly without amendment to this section. However, no such change in grade can be made until the request is documented by a job inventory and a position audit that will be completed and filed in the Human Resources Manager office. Failure to adequately document or substantiate the requested change according to accepted grade standards shall result in disapproval of the request.

C. The assignment of grades may hereafter be changed on the recommendation of the department heads with approval of the City Manager, provided the proposed change conforms with the approved budget.

Section 13.6 Appointments, Reinstatements, Promotions and Transfers

A. Initial appointment to positions shall be made at the entrance rate for the grade. Any exceptions must be approved by the City Manager upon written justification by the department head and/or supervisor.

B. For purposes of definition, a promotion shall take place whenever an employee moves from one position to another position with a higher salary range. When an employee is promoted, he/she shall be entitled to the appropriate salary range for that position with a minimum increase of 5%. A promotion to a supervisory position can merit above a 5% wage increase at the department head's request, and subject to the approval of the City Manager. When the employee is promoted, he or she will be on trial service status for a period of six (6) months since he/she will be performing a new job function. When an employee's pay grade is changed from one pay grade to a higher pay grade as a result of certifications, training, experience, etc., a trial service period will not be required if his/her job duties have not changed significantly.

C. An employee who is demoted or voluntarily transfers to a job in a lower salary range than the class to which he/she was previously assigned, shall have his/her salary reduced according to the decision of the City Manager after discussion with the department head.

D. If an employee transfers to a position in another department to which the same salary range is applicable, he/she shall be entitled to the corresponding step that will provide the same rate of pay.

E. An employee whose position is reclassified from one salary range to another shall be paid at the same rate for which he/she was paid in the previous salary range or the lowest step in the new salary range, whichever is greater.

Section 13.7 Merit Salary Adjustment

A. All employees shall be eligible for consideration of a salary adjustment on January 1 of each year and at any other period deemed appropriate by the City Manager or by the City Council.

B. For the purpose of determining eligibility for advancement, the supervisor of the employee shall so indicate on the employee evaluation of the preceding year. An employee who has been demoted or suspended during the preceding year shall not be eligible for a salary adjustment until the following year unless an interim written appraisal has been performed by the supervisor more than 90 days after the demotion or suspension which shows a significant improvement in performance.

C. The following shall not be considered as breaks in qualifying service for salary adjustments:

1. Authorized military leave provided the person is reinstated within ninety (90) days following honorable discharge from the military service;
2. Authorized educational leave;
3. Time during which an employee is receiving compensation for injury, or disease arising out of and in the course of his/her employment;
4. Authorized leave of absences without pay of fifteen (15) calendar days or less within any calendar year;
5. Authorized leave of absence with pay.

D. When a salary adjustment is delayed solely through administrative or clerical error, the adjusting shall be made effective as of the date it was properly due.

Section 13.8 Salary Range Adjustment

In order for employees in hourly or exempt service to maintain constant buying power in the face of either economic inflationary or recessionary periods, the hourly and exempt salary ranges within the Compensation Plan shall be reviewed annually and adjusted if deemed appropriate. The City Council may implement a Cost of Living Adjustment for all employees effective on the first full pay period of the fiscal year.

Section 13.9 Overtime and Compensatory Time

A. Overtime compensation is set by application of guidelines derived from the Fair Labor Standards Act, as amended, and the Utah Code where applicable. Overtime is defined as work in excess of forty (40) hours during any one work week. A work week is a regularly recurring period of 168 hours, or seven consecutive 24-hour periods. A work week begins at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday. Overtime for POST Certified Public Safety Employees is defined as hours worked in excess of 84 hours during the bi-weekly pay period. Public Safety employees must work a minimum of 20 hours per week to qualify for retirement benefits.

B. If an employee needs to make up hours, the missed hours must be made up during the work week in which the hours were missed. An employee will not be compensated for hours not made up during that work week; i.e., an employee cannot work thirty (30) hours one week and fifty (50) the next and average the two weeks together. The number of hours worked over two or more work weeks cannot be averaged to avoid payment of overtime.

C. In emergency situations only, supervisors may request an employee to accept extra work on an overtime basis. Department determination of overtime needs is subject to review and approval by the City Manager. An emergency situation will be defined by the supervisor.

D. Overtime is intended to be used in emergency situations or under very unusual circumstances and shall be kept conservative commensurate with the best interests of the City.

E. An employee's claim on overtime exists only when management imposes requests or demands which cannot reasonably and customarily be satisfied within a normal work week. If an employee cannot accomplish necessary work in a given work week, the employee should inform the supervisor for a decision of whether overtime should be permitted.

F. An employee may not voluntarily work overtime; i.e., remain at the job and do work, take work home, or do any other type of work that the employee would be compensated for if their supervisor had requested such work to be done. In essence, wage and hour employees are not to work before, beyond, or outside their normal hours or are not to work overtime unless authorized. Supervisors shall prevent employees from engaging in such activities.

G. The amount of time given an employee for paid vacation or sick leave will not be included in calculating hours for overtime payment. Employees may choose to accept compensation for scheduled vacation in situations where vacation hours and hours worked exceed 40 hours at a straight time rate (when called out).

H. Overtime shall be paid at the rate of 1.5 times the hourly rate of pay for the employee. Employees may not sign agreements to work at straight time.

I. The following positions are exempt from overtime compensation: City Manager, Chief of Police, Police Lieutenant, City Attorney, Justice Court Judge, City Engineer, Senior Accountant, Assistant City Engineer, Airport Manager, Network Administrator, Public Works Director, and Planning Director.

J. Employees have the option of either receiving pay or compensatory time for any overtime worked. An employee must indicate which choice they prefer when time sheets are turned in for each pay period applicable. Employees may not change the option once the time sheet has been submitted.

K. Employees may accrue compensatory time not to exceed 80 hours. If compensatory time is not taken within 60 days of being earned, the employee is to be paid at the current rate received by such employee.

L. Upon termination of employment, unused compensatory time shall be paid at the current rate received by such employee.

M. Employees shall be permitted to use compensatory time within a reasonable period after making a request if the department head or City Manager determines that the use of the compensatory time will not unduly disrupt department operations.

N. In situations where the Mayor and City Council have declared a "Disaster Emergency", employees who are called in to assist during the designated disaster period, regardless of the number of actual hours worked prior to the designated disaster period, will be paid at time and one-half for any emergency hours worked outside of, or in addition to, their normal schedule. Hours worked under those conditions must be paid hours and cannot be accrued as comp time.

M. In rare cases, under conditions designated by the Mayor and City Council as a declared "Disaster Emergency", exempt employees may be eligible for overtime pay as approved by the City Manager.

Section 13.10 Special Assignment Pay

A. An employee may be paid additional salary, upon the approval of the City Manager and with the consent of the City Council for performing duties not specified in the job description.

B. An employee required to assume his/her supervisor's duties for any period in excess of ten (10) working days shall be paid an additional rate of 5% or the lowest step of the supervisor's scale, whichever is greater, for the entire period he/she performs such duties.

C. Employees who are fluent in Spanish and regularly communicate with Spanish speaking customers are eligible to receive a pay differential of $50.00 per month. This differential must be requested by the department head and approved by the City Manager on a case-by-case basis.

Section 13.11 Supervisory Compensation for Emergencies

The City Manager and the City Council shall have the right to authorize compensation for salaried supervisors for any and/or all time worked during an emergency. Said compensation shall be a straight time rate, or upon approval, time off with pay, and shall be strictly at the discretion of the City Manager and City Council.

Section 13.12 Holidays

A. Employees of Heber City shall receive 110 hours of holiday pay per year with pay. Because employees work various work schedules, the City Council will adopt a holiday schedule on an annual basis that takes into consideration the varying schedules. Below is a list of holidays that will typically be observed by the City:

New Year's	January 1st
Civil Rights Day	3rd Monday in January
Lincoln-Washington Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Pioneer Day	July 24th

Labor Day	1st Monday in September
Columbus Day/Veteran's Day	2nd Monday in October/November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24th
Christmas	December 25th

B. When an employee works a holiday prescribed in this section, the City shall provide compensation based on one and one-half times the number of hours worked that day times the employee's regular hourly rate of pay plus their allowed holiday pay. Police Officers will be paid one and one-half times their regular hourly rate for hours worked on the actual day of the holiday which may be a different day than is observed by other employees, plus their allowed holiday pay.

C. If an employee (with the exception of public safety) works an alternate work schedule and a holiday falls on an unscheduled work day, the employee can either:

1. Take another day off during the same week
2. Adjust the number of hours they work, not to exceed 40 hours, during the same work week

D. To adjust to varying schedules and provide all team members 120 hours of holiday time, float holiday hours will be awarded based on the annually approved holiday schedule. Float holiday hours must be used by December 31 of the same year or be forfeited.

Section 13.13 Vacation

A. The purpose of vacation benefits is to allow each employee time away from the job for rest, recreation and pursuit of non-employment objectives. The time when vacations shall be taken will be determined by the department head after considering the needs of the service and the seniority and wishes of the employees.

B. Vacation credits for hourly and full-time exempt service employees shall accrue as follows:

YEARS OF SERVICE	ACCRUAL RATE
Hire date - 5 years	.83 days per month (10 days) - 3.08 hrs./pay period
5 - 10 years	1.25 days per month (15 days) - 4.62 hrs./pay period
10 years and over	1.67 days per month (20 days) - 6.16 hrs./pay period

C. On the employee's anniversary date, a maximum of thirty (30) days, (240 hours), vacation may be accrued by a full-time hourly or full-time exempt service employee. If work demands do not allow for time off, an exception may be made to allow the employee additional time to utilize at a maximum of 90 days. The department head must approve this Vacation. A maximum of one-half of the employee's yearly vacation may be accrued in any anniversary year.

D. Full-time hourly employees will use accrued vacation hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued vacation hours in increments of one-half of a workday. A workday would be considered eight or ten hours, depending on the department.

E. Vacation leaves in each department may be scheduled annually by the department head

and shall be granted when it shall be convenient to the conducting of City and departmental operations. In the scheduling of such vacation leaves, department heads shall give due regard to seniority and the wishes and desires of employees. In no event shall vacation leave be denied any employee for longer than twelve (12) months from the date of his/her last vacation leave or the completion of his/her trial service period.

F. Upon termination of employment, the employee shall be entitled to any accrued vacation leave.

G. Upon death of an employee of the City, a lump sum payment for vacation time accrued to his/her credit will be made to the employee's beneficiaries or estate.

H. Vacation benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of vacation time will not be allowed (only as mentioned upon the death or termination of an employee).

I. Employees may donate up to 40 vacation hours to be used as sick leave to other employees in any given year if the other employee has exhausted his/her sick leave. Donations of vacation time will not be counted as hours used in determining the maximum accrual that can be carried forward in any anniversary year.

J. In order to attract new employees during the hiring process, additional vacation credits can be given to hourly and full-time exempt service positions when the selected candidate has prior years of experience in the related job field being filled by the employee. The credits may only be granted if the new team member provides proof of past employment in the form of a W-2, or official verification from past employer of accrued vacation. The credits may be given year for year, in accordance with the current vacation accrual policy, subject to review by the Department Head and approval of the City Manager. This policy may also be extended to employees who are employed by the City as of July 1, 2017.

Section 13.14 Sick Leave

A. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall only be allowed upon approval of the supervisor in the case of necessity and actual sickness, to meet medical appointments, or sickness prevention. Sick leave with pay can only be granted (upon approval of the supervisor) in the case of a bona fide illness of an employee or a member of the employee's immediate family as defined in Section 13.20.B.

B. A full-time employee shall be entitled to 3.7 hours of sick leave accrual for each two weeks of full-time employment.

C. Full-time hourly employees will use accrued sick leave hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued sick leave hours in increments of one-half of a workday. A workday would be considered hours typically worked, depending on the department.

D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated on the same terms and conditions as are applied to other temporary disabilities.

E. Evidence in the form of a physician's certificate or certificate of illness, executed by the employee and his/her supervisor, may be furnished as proof of adequacy of the reason of the employee's

absence during the time which sick leave was requested. Certificates may be requested by the department head, supervisor, or City Manager when there is an absence in excess of three (3) days or more or whenever there is a reason to believe sick leave privileges are being abused.

F. Employees may donate up to 40 sick hours in any given year to a citywide pool for use by other employees who have exhausted their sick leave. Donations of sick leave will not be counted against hours used for sick leave incentive. Employees may designate the person who the sick leave is given to provided they have exhausted their sick leave, or the City Manager will determine how available sick leave is allocated based on need and circumstance. Donations of sick leave cannot be made within 60 days of the voluntary termination of employment.

G. Hourly or exempt service employee may, upon approval of the City Manager, be granted leave with pay when extraordinary personal circumstances arise. This policy may be granted on a case-by-case basis depending on individual circumstances and duration of time employed with the City. It is anticipated that the City would use this policy on an infrequent basis considering the extraordinary nature of the events required to initiate this policy. Any leave granted in excess of 40 hours requires approval from the City Council.

H. Upon retirement or termination, accumulated sick leave will be paid at the current pay rate, for one quarter of the accumulated hours if the employee has been employed by Heber City for at least five (5) years. If the employee has been employed by Heber City for at least ten (10) years or more, 50% of the accumulated sick leave hours will be paid at the employee's current pay rate.

Section 13.15 Sick Leave Incentive Policy

A. It is recognized by the Heber City Mayor and Council that there is a direct benefit to Heber City when employees are able to minimize the use of sick leave. It is the desire of the Mayor and Council to encourage the appropriate use of sick leave benefits and reward employees who minimize the use of this benefit. Pursuant to that desire, all employees who have accrued 240 hours of sick leave shall be paid (upon the employees written consent) annually on the first payroll of December, twenty-five percent (25%) of unused sick leave for the previous twelve-month period ending November 30 or nearest pay period following November 30. Additionally, Sick Leave accrued beyond 240 hours (6 weeks) may be converted at a rate of two to one (2:1) for Vacation hours. This conversion may be done once per calendar year, by employees who have a minimum of ten (10) years with Heber City and must be requested in writing to the Human Resources Manager with final approval from the City Manager.

B. Sick leave benefits are intended solely to provide income protection in the event of illness or injury. This benefit may be used in addition to vacation and funeral leave in the event of the death of an immediate family member up to the maximum of three days or for extended family and friends up to a maximum of one day. No other use is permitted in addition to illness or injury.

Section 13.16 Long Term Disability Insurance

A. Subject to terms and conditions established and controlled by the disability plan provider, the City sponsors Long Term Disability Insurance coverage for eligible employees for the purpose of providing income protection against the loss of an employee's ability to work and earn income for periods of time exceeding 90 days.

B. Only full-time employees are eligible for coverage.

C. The City pays the premium costs associated with the Long-Term Disability Plan and policy provisions for covered employees. More information about the respective coverage or plan participation may be obtained through the Human Resource Manager.

D. Eligible employees may use any available sick or vacation leave after becoming eligible for Long Term Disability to make up any shortage of wages paid, not to exceed 100% of their regular monthly salary.

Section 13.17 Family and Medical Leave Policy

As a supplement to its other leave policies, the City offers family and medical leaves of absence as provided by the federal Family and Medical Leave Act of 1993 ("FMLA"). In the event of any conflict between the FMLA and this Section, the FMLA shall control.

A. General Leave Provisions. Under the FMLA, an eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for (1) the employee's own serious health condition, (2) the birth or placement for adoption or foster care of a child or (3) care of a child, spouse, or parent who has a serious health condition.

1. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.

2. An employee must have been employed by the City for at least one year and have worked at least 1,250 hours within the previous 12-month period to be eligible for the FMLA leave.

3. Leave to care for a new child must be taken within one year of the birth or placement for adoption or foster care.

4. If leave is taken for care of a new child or for care of a spouse, child, or parent with a serious health condition, an employee may elect, or the City may require the employee, to substitute any accrued paid vacation leave and/or sick leave as part of the 12-week leave as provided for in the FMLA.

5. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy "when medically necessary." Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and the City mutually agree on that arrangement.

6. If an employee requests intermittent leave or a reduced leave schedule because of a serious health condition that is foreseeable based on planned medical treatment, the City may require the employee to transfer temporarily to an alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave.

7. "Intermittent leave" is leave that is not taken consecutively. A "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek or hours per

workday.

B. Notice. If the need for leave is foreseeable based on an expected birth or placement of a child, the employee should give at least 30 days notice, before the leave is to begin, that the employee intends to take leave. If the situation requires leave to care for a child to begin in less than 30 days, the employee should provide such notice as is practicable.

1. If the need for leave is foreseeable based on planned medical treatment, the employee should (1) make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the City, and (2) give at least 30 days notice, before the leave is to begin, that the employee intends to take leave. If the situation requires that leave begin in less than 30 days, the employee should provide such notice as is practicable.

C. Benefits and Employment Status. At the end of an FMLA leave under this policy, an employee is entitled to return to his or her previous position or to an equivalent position with no loss of benefits.

1. FMLA leave taken under this policy will not result in loss of any seniority or employment benefits accrued prior to the leave. No seniority or benefits will accrue during the leave, however.

2. An employee on FMLA leave under this policy will receive health benefits while on leave under the same terms and conditions as when he or she was on the job.

Section 13.18 On-Call Policy-Public Works/Animal Control

A. In order to properly handle emergencies and other non-scheduled workloads, the Public Works Department and the Animal Control Department will be required to designate an on-call person who can be contacted during non-working hours to provide the necessary assistance.

B. The Public Works director and the Chief of Police will be responsible to schedule this position on a weekly rotating basis for their individual departments. The person selected will be on-call starting Tuesday at the beginning of the work-day and will remain on duty until the beginning of the work day on the following Tuesday. This person will be required to carry a telephone.

C. Compensation for this position will be the average hourly wage of a maintenance worker for the Public Works Department and the average hourly wage of an animal control officer for an 8 hour period. The on-call person shall be compensated for a minimum of 2 hours overtime for each time he/she is called out. Compensation for the monitoring of the City culinary water system on weekends and holidays is included in the weekly on-call compensation amount.

D. If called out and the situation requires more than one person to be present for health and safety purposes, it is the responsibility of the on-call person to contact those individuals necessary to assist in correcting the situation.

Section 13.19 Workers' Compensation

An employee injured during the performance of duty at work is covered by Workers' Compensation as provided by State law. An employee is eligible to receive Workers' Compensation

payments and to supplement those payments with accrued sick leave, and/or vacation time to bring total compensation equal to the employee's present salary.

A. If An Injury Occurs

An employee who is injured on the job, no matter how slightly, must report the incident to their supervisor immediately. Employees may lose their right to worker's compensation benefits if they fail to report injuries promptly. Supervisors must contact the Human Resource Manager immediately if the injury is serious or if time off work is prescribed by the doctor. An "accident/incident" report must be filled out online by the employee and the Human Resource Manager on all reported injuries by the next business day. Any time spent obtaining medical care on the day of the accident will be counted as "hours worked" on the employee's timecard.

B. Medical Treatment.

Employees requiring medical attention for an on-the-job injury that occurs during regular business hours must report, when practical, to:

Heber Valley After Hours Clinic
(inside Heber Valley Medical Center)
1473 S. Hwy 40, Suite F
Heber City, UT 84032
435-657-4400
Hours: Weekdays 6:00 p.m. - 9:00 p.m.
Weekends 10:00 a.m. – 2:00 p.m.

5 Minute Clinic
150 N. Main St., Suite 105
Heber City, UT 84032
435-654-1377
Hours: M, T, TH, F, Sa, Su, 10:00 a.m.-10:00 p.m.
Wed. 5:00 p.m. – 10:00 p.m.

For injuries occurring after these hours, the employee should go to:

Heber Valley Medical Center Emergency Room
1485 S. Hwy 40
Heber City, UT 84032
435-654-2500

Employees exposed to blood or having sustained a serious (life or limb) threatening injury should go to the emergency room at Heber Valley Medical Center. Serious injuries include compound fractures, pelvis and femur fractures, unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Call 911 in these instances and the paramedics will direct the care of the employee.

Urgent situations are those requiring immediate care but are not life threatening. Examples include bone fractures other than those listed above, or injuries requiring stitches. These types of injuries can be treated at the above-listed clinics. Follow-up visits can be scheduled with the employee's primary care physician.

C. Special Medical Procedures

Procedures such as surgery, MRIs, CT scans, physical therapy, and chiropractic sessions require prior approval from the City's Workers' Compensation Third Party Administrator. If an employee fails to obtain prior approval, the employee may be required to pay the entire bill for the unauthorized services.

D. Restricted/Light/Transitional Duty

Whenever possible, Heber City will accommodate restricted duty jobs for workers injured on the job. The Workers Compensation Coordinator (WCC) will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals. The injured employee's supervisor and the WCC will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending his/her medical appointments, complying with the restrictions and that any restricted duty assignments are helping the employee move closer to his/her regular job duties.

E. Failure to Follow

Failure to follow the City's Workers' Compensation policies may result in disciplinary action.

Section 13.20 Bereavement Leave

A. It is the policy of Heber City to grant bereavement leave to employees who suffer the loss of a member of the immediate family.

B. The immediate family shall include any of the following persons:

Husband	Mother	Step-Mother	Son-in-law
Wife	Father	Step-Father	Father-in-law
Son	Step-Son	Sister-in-law	Mother-in-law
Daughter	Step-Daughter	Brother-in-law	Grandparents
Brother	Step-Brother	Daughter-in-law	Grandchildren
Sister	Step-Sister		

C. In the event of death in any of these instances, the employee will be paid the regular base pay for scheduled work time not to exceed five days or 40 hours. If additional time off beyond this allowance is required regular vacation or sick leave must be used.

D. Time off under this policy will not count as time worked in computation of overtime for that week.

Section 13.21 Military Leave

A. Employees are entitled to one hundred and twenty (120) hours of military leave per year without loss of regular pay or other fringe benefits. Any employee requesting such leave must provide the department head with a copy of the military orders or a copy of the military paycheck prior to the leave being approved as soon as practical at the conclusion of the leave.

B. Except in an emergency, employees who are members of reserve units of the military shall notify their department head within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participation periods of active duty. Such written notification shall be made part of the individual employee's personnel file.

Section 13.22 Court Leave

Any employee requested to appear in court or before a grand jury as a juror, as a witness in a criminal case, or as a witness in a civil case with the purpose of giving testimony, shall receive full compensation as though he/she were actually on the job during such time. The employee shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay the same over to the City Treasurer to be deposited in the General Fund. An employee appearing in court for the above stated reason on scheduled days off shall retain such use of compensation as may be authorized for such appearance. Notation will be made on the time and attendance report for the days of court leave granted to the employee while serving. This court leave does not apply when appearing in court as a defendant when charged with a crime.

Section 13.23 Administrative Leave

A. A hourly or exempt service employee may, upon approval of the City Manager, be granted leave with pay to perform legitimate duties in connection with City business, to attend trade or professional meetings which relate to official duties, or to participate in recognized and authorized training programs.

B. Expenses relating to administrative leaves must be within the budget and authorized by the City Manager.

C. Employees who wish to be considered for such leave must complete a Training and Education Leave form. Costs must be within the budget and must be approved by the City Manager.

D. All higher educational training courses must be pre-approved by the office of the City Manager. A Training and Education leave form must be completed for each class attended.

Section 13.24 Leave Without Pay

Upon recommendation of the department head and approval of the City Manager, an employee of the City may be granted leave-without-pay for a specified period of time. Leave without pay is granted under extenuating services and must have the initial approval from the manager and/or department head as well as the City Manager. The request must be made in writing signed and dated indicating the approval. Leave without pay should No leave-without-pay shall, however, be in excess of ninety (90) calendar days. A leave of absence without pay, as granted herein, may be terminated prior to the expiration date thereof with the consent of the City Manager. Failure of an employee to report for duty promptly at the expiration of the leave, or a violation of any agreement of understanding entered into by the same employee thereto, shall be just cause for discharge. Such leaves shall not be regarded as an acquired right by employees and shall be granted only when the service to the City will not be adversely affected. Request for such leaves shall be made in writing to the City Manager and, if approved, shall be filed with the same. No seniority, vacation or benefits will accrue during the leave.

Section 13.25 Lactation/Breast Feeding

This policy outlines the reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk.

For up to one year after a child's birth, any employee who is breastfeeding her child will be

provided reasonable break times as needed to express breast milk for her baby. The city has designated a room at each location for this purpose. Refrigeration units are available in all work locations. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to express milk must coordinate a schedule for breaks, the location and use of the room, and the need for alternative refrigeration equipment with their program manager. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Section 13.26 Retirement

A. The City will pay 100% of the Public Employees Non-Contributing Retirement and 100% of the Public Safety Retirement contributions to the State Retirement System. In addition, the City may contribute additional monies to the Public Employees Non-Contributory 401(K).

B. There is no age requirement for retirement from the City. Employees can continue to work until such time as they are physically and/or mentally unable to perform their duties.

C. Full-time students are exempt from the City's retirement system.

D. Tier I and Tier II Public Employee Retirement Systems Retirement Eligibility Requirements

Employees qualify for retirement and must be certified eligible if they meet **one** of the following:

1. Their employment, contemplated to continue during a fiscal or calendar year, normally requires an average of 20 hours or more per week and they receive at least one of the benefits approved by the Utah Retirement Board.

2. They are Tier 2 elected or appointed officials whose positions have been declared full time by their employers.

3. They are in a trial service status and meet eligibility requirements.

E. Exceptions to Immediate Coverage

When the job is scheduled to be completed in six months or less, these temporary and seasonal employees (not trial service) are ineligible. If they are still employed by the beginning of the seventh month, and if they meet eligibility for retirement coverage, their status must be changed and contributions reported beginning the first period end date in the seventh month.

F. Eligibility Requirements for Appointed Officials

Tier 1 appointed officials who meet the minimum earnings requirement for retirement, and are not entitled to merit protection, may be certified as either eligible for, or exempt from, retirement coverage.

Appointed officials whose position is full time, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. All Tier 2 participants must make an election to participate in either the Tier 2 Hybrid Retirement System or the Tier 2 Defined Contribution (DC) Plan within the first 12 months of employment. For the first 12 months of employment, regardless of the employees' election, Heber City must report contributions into the Tier 2 Hybrid System. At the end of 12 months, URS will transfer funds for all employees who have chosen to participate in the Tier 2 DC Plan.

G. Eligibility Requirements for Elected Officials

Elected officials whose position is full time, as certified by the participating employer, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. (Elected officials are only eligible to participate in the Tier 2 Defined Contribution (DC) Plan.) Part-time elected officials may participate in the DC Plan only, as they are not eligible for other coverage.

H. Tier I and Tier II Public Safety Retirement Systems Retirement Eligibility Requirements

Employees qualify for retirement in a public safety retirement system if their life or personal safety is at risk and their employment normally requires an average of 2,080 hours of regularly scheduled employment per year as a law enforcement officer according to Utah Code Ann. § 53-13-103.

Employees must have completed Peace Officer Standards and Training (POST). A POST certificate must be filed with the URS office for anyone certified eligible since January 1, 1984. An employee has one year from the date of hire to a public safety covered position to complete POST. If POST is not completed within one year, the employee's retirement account is transferred to either the Tier 1 or Tier 2 Public Employees Retirement System effective retroactive to the date of hire to the public safety position. Employees who separate from employment prior to obtaining a POST certificate may not be eligible to retain their service credit in a public safety system.

Section 13.27 Insurance

A. Group Health/Dental/Vision and Accident Insurance: All full-time hourly and exempt employees are eligible for participation in the City's Group Health/Dental/Vision and Accident Insurance plan. Annually Heber City will determine the premium percentage that will be paid by the City and the employee for health, dental and vision insurance.

B. COBRA Continuation of Group Health Plan: Employees of Heber City covered by the city group health plan have a right to choose COBRA continuation coverage if he/she loses group health coverage because of a reduction in hours of employment, retirement, or the voluntary or involuntary termination of employment (for reasons other than gross misconduct on the employee's part).

The spouse of an employee covered by Heber City's group health plan, has the right to choose COBRA continuation coverage for said spouse if he/she loses group health coverage under the group health plan for any of the following reasons:

1. The death of the spouse;
2. A voluntary or involuntary termination of spouse's employment (for reasons other than gross misconduct);
3. Reduction in spouse's hours of employment;
4. Divorce or legal separation from spouse; or
5. Spouse becomes entitled to Medicare or Medicaid.

In the case of a dependent child of an employee covered by the group health plan, he or she has the right to COBRA continuation coverage if group health coverage under the group health plan is lost for any of the following reasons:

1. The death of a parent;
2. The voluntary or involuntary termination of a parent's employment (for reasons other than gross misconduct);
3. Reduction in a parent's hours of employment with Heber City;
4. Parental divorce or legal separation;
5. A parent becomes entitled to Medicare or Medicaid; or
6. The dependent ceases to be a "dependent child" under the group health plan.

The employee or family member has the responsibility to inform the personnel department of a divorce, legal separation, or a child losing dependent status under the group health plan. Heber City has the responsibility to notify the plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

When the personnel department is notified that one of these events has happened, the same will in turn notify the employee that he/she has the right to choose COBRA continuation coverage. He/she has at least sixty (60) days from the date he/she would lose coverage because of one of the events described above to inform the personnel department that he/she wants COBRA continuation coverage.

If the employee does not choose COBRA continuation coverage, the group health insurance coverage will end.

If the employee chooses COBRA continuation coverage, the City will offer coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. Employees may be afforded the opportunity to maintain COBRA continuation coverage for 18 (eighteen) to 36 (thirty-six) months depending on the loss of coverage event. However, COBRA continuation coverage may be cut short for any of the following reasons:

1. Heber City no longer provides group health coverage to any of its employees;
2. The premium for COBRA continuation coverage is not paid;
3. The employee becomes covered under another group health plan;
4. The employee becomes entitled for Medicare or Medicaid;
5. The employee was divorced from a covered employee and subsequently remarries and is covered under the new spouse's group health plan.

The employee does not have to show that he/she is insurable to choose COBRA continuation coverage. However, **the COBRA participant is obligated to pay the health plan premium.** For qualified COBRA participants receiving the 11-month disability extension, the COBRA premium for those additional months will increase to 150% of the plan's total cost of coverage. No dental or life

insurance coverage is included. Upon exhaustion of the COBRA continuation coverage period, the employee will be allowed to enroll in an individual conversion health plan provided by the carrier of the group health plan.

C. Continuation of Group Health Plan through COBRA Continuation Coverage—Retired Employees - Insurance Coverage for Early Retirement. **THIS POLICY WILL SUNSET ON JANUARY 1, 2027. EMPLOYEES INTENDING TO USE THIS POLICY MUST BE ELIGIBLE AND RETIRE BEFORE JANUARY 1, 2027.**

1. Any City employee who has 25 years of service with Heber City, and is eligible for retirement, or is 60-61 years of age with 20 years of service with Heber City, or is 62-64 years of age with 10 years of service with Heber City, and retires before reaching age 65 shall, upon request, receive health insurance coverage as follows:

a. Remain on the group insurance plan as a COBRA participant with regular group health benefits until exhausting COBRA continuation coverage at which point the retiree may enroll in an individual conversion health plan as provided by the carrier of the group health plan. Similarly, if the employee retires prior to age 60, group benefits will be available for a maximum of 18 months with the option to enroll in an individual conversion policy upon exhaustion of COBRA continuation coverage or until the employee becomes eligible for insurance benefits through a new employer. After the COBRA period, the City will provide premium assistance up to an additional 42 months provided the retired employee does not become eligible for insurance benefits through a new employer or turn age 65. The premium assistance will be paid directly to the retired employee and will be taxed as wages.

b. The premium paid on behalf of the retired employee by the City is the amount equal to the contribution made for a single actively employed individual.

c. The retiree would then be responsible to pay any additional amount required for spouse, or for dependent coverage if applicable.

2. The premium of this coverage shall be paid by the employee except as described in Section 1-13-26(A).

D. Life Insurance.

All full-time hourly and exempt employees shall be eligible for participation in the City's Group Life Insurance Policy. Life insurance coverage in the amount of $50,000 is provided by the City, and additional coverage is available for employees to purchase if they so desire and meet the requirements set forth by the life insurance company.

E. Payment in Lieu of Medical, Dental and Vision Insurance.

Full-time employees who are covered under an immediate family member's insurance policy will receive a payment equal to half of the premium cost had they been covered by the City's insurance.

Section 13.28 Payment of Wages

Payment of wage shall be by direct deposit. The direct deposit shall be made so that the funds are

available no later than 8:00 a.m. on the morning of the Friday following the end of the pay period.

Section 13.29 Instant Award Policy

A. The Mayor shall be granted the authority to award $100 bonuses to employees who have represented the City well through the performance of their duties. The bonuses can be granted based on written or verbal feedback/compliments from the public, elected officials, supervisors or other City employees. The Mayor shall have sole discretion in the granting of the bonuses, but it is anticipated that recognized employees will have exhibited superior customer service skills, exemplary performance of duties and/or going the extra mile to make sure a job is completed properly. This award is to be presented in City Council meeting if the employee agrees to allow for formal recognition of the employee. Notice of the award will also be published in the City Newsletter if desired by the employee.

B. The elected body, the City Manager, or department heads may recommend that an employee receive one day off with pay for exemplary service in the performance of their job duties. Department heads must receive approval from the City Manager.

Section 13.30 Time Off for Election (Voting)

In accordance with Utah State Code, any voter is allowed to be absent from service or employment for up to two (2) hours to vote on election day between the time the polls open and close. The City reserves the right to specify the hours during which employees may be absent and may not deduct from an employee's usual salary or wages because of the absence.

Time off to vote does not apply to an employee who has three (3) or more hours between the time polls open and close during which the employee is not employed on the job. Employees are encouraged to take advantage of early voting when and where possible to avoid conflicts with work schedules.

Section 13.31 Call-out Pay

When an employee is called out to work, outside their normal work hours, that employee shall be compensated a minimum of two (2) hours, regardless of how much time the employee works, and the hours worked shall be compensated at time and a half. Employee shall have the option of crediting back these hours to any compensated time off previously requested for the same pay period.

Section 13.32 Wage Advancement

A. Wage Advancement

The City Manager and Department Head may offer a new employee a wage within the pay grade. Due to the competitive employment climate wage studies may increase pay depending on market value of the job. An Employee would be eligible to advance to mid pay grade scale, and eligible for the maximum pay of the pay grade at or depending on market data. To be eligible, employee must:

Be a full time or part time employee;
Be in good standing with his or her department head;
Have an average or above average evaluation, and

Have not had a letter of reprimand or higher discipline within the last three (3) years.

B. Career Ladder Wage Advancement

For employees who have the ability to control their advancement from pay grade to pay grade (e.g. Police Officer I to Police Officer III, Utility Maintenance Worker I to Utility Maintenance Worker III, etc.) it is the goal of Heber City, based on employees obtaining certain required skills and certifications, exhibiting acceptable performance and years of service/experience that employees be at midpoint of the pay grade within two (2) years of their last advancement. To advance through the pay scale in this matter, an employee would have three (3) years of acceptable performance evaluations and not have been subject to any major disciplinary action, which would include the following: extended probation, suspension without pay, or demotion.

C. New Certification Wage Advancement

Employees are encouraged to increase their knowledge and abilities by taking additional training. Certifications must be approved before the training and the wage increase is approved at the time of the approval for the certification course.

Section 13.33 Employee Assistance Plan (EAP)

The city offers an Employee Assistance Plan to all employees and their families. The purpose of an EAP is to help employees and their families balance personal lives with work and to provide support to during tough times. The details of this program are outlined in the city's annual benefit guide.

Article 14

MISCELLANEOUS POLICIES

Sections:

14.1 Residency Requirement
14.2 Travel Reimbursement
14.3 Working Hours
14.4 Breaks and Rest Periods
14.5 Use of City Vehicles
14.6 Vehicle Identification Policy
14.7 No Smoking Policy
14.8 E-mail and Internet Usage Policy
14.9 Employees' Conflicts of Interest and Ethics
14.10 Political Activity
14.11 Indemnification
14.12 Driver's Licenses
14.13 Benefits for Part Time Employees
14.14 Violation of Personnel Rules and Regulations
14.15 Legal Counsel Benefit
14.16 Funeral Benefit
14.17 Social Media
14.18 Telecommuting

Section 14.1 Residency Requirement

Heber City does not maintain a residency requirement for employment other than for police officers, which is identified in the Heber City Police Department Policy and Procedure Manual. All employees, regardless of residential location, have the responsibility of being to work on time. Department heads, supervisors, and those employees on standby, must live within a reasonable distance in order to respond to emergencies.

Section 14.2 Travel Reimbursement

A. Travel expenses must be included in the annual budget for each department anticipating travel, as part of the budget process. Any trip which is not anticipated and reported in the budget must have the approval of the City Manager, regardless of the amount of travel account in the department's budget.

B. After an employee completes a Travel Reimbursement Form for authorized travel by private vehicle, he/she will be reimbursed at rates not to exceed those approved by the IRS. If the employee is not provided with a per diem for the trip, the employee will be reimbursed for all other travel expenses (i.e., room and board) after presenting proof of such expenses to the accounting clerk. Proof should be in the form of expense receipts.

C. All travel expenditures should be recorded and receipts collected. These receipts must be submitted to the accounting clerk at the end of each trip along with the employees' record of expenditures. Claim for travel pay not supported by an approved travel request and corresponding expense receipts will not be paid.

D. Mileage allowance shall be paid per the IRS approved reimbursement rate when using a privately owned vehicle (POV) when a City vehicle in not available. If using a POV and a City vehicle is available, the rate for mileage will be half of the IRS approved reimbursement rate.

Per diem will be paid for travel at the following rates unless meals are provided through the training, convention or conference registration. If an employee's special (medical or religious related) dietary needs cannot be accommodated buy the training, convention or conference, per diem will be paid to the employee for those meals that are provided in the registration. Per Diem rate will not be withheld for registrations that offer a continental breakfast.

E. Per Diem will be paid at the U.S. General Service Administration (G.S.A.) rate. The rates can be found at GSA.gov – Per Diem Rates and Meals & Incidental Expenses Breakdown (M&IE). For training that does not require overnight travel, only per diem for lunch will be provided.

F. Partners may accompany elected and appointed officials and other regular full-time and part-time employees on City-assigned trips requiring overnight lodging and the City will not pay the costs for the partner.

Section 14.3 Working Hours

The work shifts for each department are as determined by the department head with the approval of the City Manager. All employees are to be working on City matters during their work shift. Employees are expected to be ready to work and punctual with their shifts. If an employee in unable to report to work on time they are expected to notify their direct supervisor as soon as possible.

Because the nature of city employment necessitates the ability to provide emergency services to the City and its citizens, employees may be scheduled to work any shift deemed necessary by the City and may be subject to emergency and/or unexpected call-outs related to health and safety issues; i.e. snow removal, water/sewer main problems, police enforcement, declared disasters, etc. Non-exempt employees shall be compensated for all hours worked as provided under the Federal Fair Labor Standards Act. The failure of an employee to work assigned shifts or respond to emergency and/or unexpected call-outs, as set forth in this and other pertinent policies, may be grounds for disciplinary action, up to and including termination, unless prior arrangements have been made with their supervisor.

City Office Hours are from 7:30 a.m. to 6:00 p.m. with a half hour lunch period Monday through Thursdays. The City Office building will be closed on Fridays.

The Public Works Department will have one member of their department on call at all times to respond to emergency situations.

The Police Department will provide continuous patrol coverage.

Section 14.4 Breaks and Rest Periods

All employees of the City will be allowed 2 (two) 15 (fifteen) minute breaks during a 10 (ten) hour work period. Breaks may not be moved to the beginning or the end of the day to allow the employee to arrive or leave later.

Section 14.5 Use of City Vehicles

A. When traveling on City business, employees shall use City vehicles whenever practical and available.

B. Employees assigned City vehicles shall use the vehicles for City business. Employees working “on-call” shifts are required to take City vehicles home at the department head’s discretion.

C. Public Safety employees assigned vehicles may use the vehicles within the policies and guidelines established by the Chief of Police.

D. Other employees with assigned vehicles and employees who use City vehicles during the course of their employment shall generally use the vehicles for business travel and work activities; however, employees may use the vehicle for incidental personal business. Such incidental use shall be limited to lunch near the employees' current work area or stops incidental to the employees travel. Employees must use good judgment when using the vehicle for such incidental trips. Questions regarding the appropriate limitations of this policy should be directed to the employees' department head.

E. When using a City vehicle to attend training that requires overnight travel, employees may have family members accompany them with supervisor approval. Employees may also use City vehicles for personal travel not to exceed 10 miles per day per 100 miles traveled during the period they are away from home (Example: An employee traveling approximately 600 roundtrip miles to St. George would be allowed 60 personal miles for the trip). Personal travel in excess of the allowed personal mileage will be charged to the employee at the current IRS mileage reimbursement rate.

Section 14.6 Vehicle Identification Policy

It is the policy of Heber City that all vehicles and heavy equipment, except public safety vehicles which are unmarked by policy, shall display an approved City logo and shall be assigned an identification number.

Section 14.7 No Smoking or Vaping Policy

By virtue of State law, it has been determined that tobacco smoke, or smoke from any other plant, in enclosed places is harmful to the health of non-smokers, and therefore, the regulation of smoking in public places is necessary to protect the health, safety, welfare, comfort and environment of nonsmokers and non-vapers. It has likewise been determined that smoking and vaping in Heber City buildings and facilities will have an adverse effect on the health and productivity of City employees.

Pursuant to this, Heber City hereby declares all City buildings and facilities as no smoking or vaping areas. City employees and non-employees shall not smoke or vape inside any of the City's buildings or facilities.

The Utah Clean Air Act of 1995 further prohibits smoking within 25 feet of an entrance, exit, air intake or window which can be opened.

Smoking and vaping are not permitted in City vehicles.

Section 14.8 E-mail, Internet and Cellular Phone Usage Policy

1. <u>E-Mail and Internet Usage</u>

A. The City encourages employees to only use e-mail and Internet systems for City-related business (in accordance with the guidelines in paragraphs B-D). The employee should understand that the City reserves the right to inspect the contents of any equipment, e-mail file, or calendar that it provides to the employee. Internet use must comply with applicable laws and City policies including but not limited to all federal and state laws, and City policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of City resources, information and data security.

Reasons for a data inspection include, but or not limited to:

1. System, hardware or software problems
2. General system failure
3. A lawsuit against the City

4. Suspicion of a crime or violation of policy

5. The need to perform work or provide a service when the employee is unavailable.

B. Encouraged City business uses for e-mail and Internet systems within the City of Heber include the following:

1. To facilitate performance of job functions

2. To facilitate the communication of information, both internally and externally, in a timely manner.

3. To coordinate meetings of individuals, locations, and City resources.

4. To share work-related ideas and information.

5. To recruit for open City positions such as employment or committee membership

6. To encourage employee innovation.

C. The following is a non-exclusive list of **prohibited uses** of the Internet and email:

1. The use of the Internet to send messages or other content that is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers;

2. The use of the Internet for political purposes, except as authorized by law;

3. The use of aliases or transmission of anonymous messages;

4. The release of untrue, distorted, or confidential information regarding City business;

5. Accessing, viewing, distribution, downloading any pornographic sites or sexually explicit material;

6. Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;

7. Excessive use of, posting, or viewing of social media, news sites, entertainment sites or other internet sites to the extent that such use interferes with or limits the employees job duties;

8. Use of the internet or email for other regular commercial purposes of the employee (i.e. the employee responds to emails or uses the internet related to outside employment).

D. Computer System Use Policies.

1. The City's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of City business. Employees are prohibited from gaining unauthorized access to another employee's email messages or sending messages using another employee's password.

2. To prevent potential City liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the City.

3. The City has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The City may disclose all such information to any party (inside or outside the City) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system–with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the City for any purpose, as well as the public if a proper request is made for public records.

4. Good judgment should always be employed in using the City's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Emails inconsistent with the City's policies are to be avoided. Accordingly, employees should create and send only courteous, professional, and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

5. Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the City. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

6. The safety and security of the City's network and resources must always be considered when using the Internet.

7. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from an employee's direct supervisor and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone or change their computer's password without permission from a direct supervisor.

8. Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes. The City Council has the right to restrict or prohibit any employee from Internet access or computer use for violation of these policies. Any employee who fails to comply with these rules is subject to disciplinary action, up to and including termination. In addition, violation of this Manual may subject employees to civil or criminal liability.

D. Employees using the e-mail, Internet, and other related systems within the City will be responsible for reimbursing the City for any expenses incurred from that use, such as the costs of printing or long-distance calls.

2. Cellular Phone Usage

A. City owned cellular phones are provided for the convenience of the City and employees in the performance of their official duties.

B. Employee Eligibility. A cell phone will be issued to an eligible employee or the City will provide reimbursement for use of a personal cell phone for City business when his/her job description requires the employee to:

1. Be reachable immediately
2. Be on call outside of normal business hours, or
3. Be away from a fixed workstation for a substantial portion of his/her work day.

C. Determination. Determination of cell phone issuance or reimbursement is up to the department director and City Manager. Employees that are issued a City –owned cell phone, or paid a monthly reimbursement, must be reachable on their cell phone both during and after regular business hours.

D. Tracking. An employee receiving phone reimbursement must provide the City with their cell phone number.

E. Personal Use. Personal use of City-owned cell phones is permitted for incidental calls during the time when the City is assessed minutes for usage. Personal usage on weekends and evenings will be unlimited as long as the City plan allows unlimited minutes on nights and weekends. Employees that have opted to use their personal cell phone and receive reimbursement from the City for business use should equally limit the amount of time they use their phone for personal use while on City time.

F. Cell Phone Care. Employees issued a City owned cell phone are responsible for its use and treatment. If a City-owned phone is damaged, lost or stolen, the employee is required to notify his/her supervisor immediately. The City will not be responsible for personal cell phone that get damaged, lost or stolen even if the event occurs whole on City time.

Section 14.9 Employees' Conflicts of Interest and Ethics

A. All employees and elected officials shall review and comply with the Utah Municipal Officers' and Employees' Ethics Act – Utah Code §§ 10-3-1301 – 10-3-1312 (the "Ethics Act"). If employees have any questions or concerns regarding the Ethics Act, it is the responsibility of the employee to discuss their questions or concerns with their department head or the city manager. The department head or city manager may seek guidance from the City's human resource department or the city attorney with respect to any questions or concerns.

B. Nothing in this Section 14.9 shall be construed to limit or reduce any requirements of the Ethics Act.

C. Supervisors may not engage in romantic relationships with subordinates within their department.

D. Employees must disclose any outside employment relationship with any organization that conducts business with Heber City Corporation in accordance with Utah Code § 10-3-1307.

E. Every appointed or elected officer or municipal employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the municipality in which he is an appointed or elected officer or municipal employee, shall publicly disclose to the members of the body of which he is a member or by which he is employed immediately prior to any discussion by such body concerning matters relating to such business entity, the nature of his interest in that business entity. Utah Code § 10-3-1307.

1. The disclosure statement shall be entered in the minutes of the meeting.

2. Disclosure by municipal employee under this section is satisfied if the employee makes the disclosure in the manner required by Utah Code §§ 10-3-1305 and 10-3-1306.

F. City employees and officers shall not accept compensation or other consideration or favors from anyone other than the City for the performance of an act which they would be required or expected to perform in the regular course of their duties; nor shall such persons accept any gifts, except as defined in the State's Gift and Gratuities Policy, gratuities or favors of any kind which be perceived or interpreted as an attempt to influence their actions with respect to City business.

G. Use of office for personal benefit prohibited. Utah Code § 10-3-1304.

1. As used in this section, "economic benefit tantamount to a gift" includes:

a. a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and

b. compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.

2. It is an offense for an elected or appointed officer or municipal employee, under circumstances not amounting to a violation of Utah Code § 63G-6-1001 or § 76-8-105, to:

a. disclose or improperly use private, controlled, or protected information acquired by reason of the officer's or employee's official position or in the course of official duties in order to further substantially the officer's or employee's personal economic interest or to secure special privileges or exemptions for the officer or employee or for others:

b. use or attempt to use the officer's or employee's official position to:

i. further special privileges for the officer's or employee's personal economic interest;

ii. secure special privileges for the officer or employee, or for others; or

c. knowingly receive, accept, take, seek, or solicit, directly or indirectly, for the officer or employee or for another, a gift of substantial value or a substantial economic benefit tantamount to a gift that:

i. would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or

ii. the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.

3. Subsection 2C does not apply to:

a. an occasional non-pecuniary gift having a value of less than $50;

b. an award publicly presented in recognition of public services;

c. any bona fide loan made in the ordinary course of business; or

d. a political campaign contribution.

H. Employees may not give, offer, or promise, directly or indirectly, anything of value to any representative of a customer, or a potential customer, or of a financial institution in connection with any transaction or business that Heber City Corporation may have with that the customer, potential customer, or financial institution.

I. No employee shall represent either the City or any outside public interest before any other agency, public or private, except with the express authorization or at the direction of the Heber City Mayor, City Council and/or City Manager.

J. Employees may not disclose inside information, confidential or personnel information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it. No employee shall disclose to others, or use to further his/her own personal interests; confidential information acquired by said employees in the course of performing his/her official duties. City Employees and officers shall not use confidential information acquired by or available to them in the course of their employment with the City for personal gain or for personal, non-City business related reasons.

K. Employees who are designated in the City's Conflict of Interest Policy shall file the appropriate disclosure statement form required by the City each year as indicated in Section D above.

L. Compliance and Enforcement:

In the event a complaint is initiated against an employee for a conflict either disclosed or not disclosed, the process of adjudication shall be pursuant and consistent with Utah Code § 10-3-1311.

Section 14.10 Political Activity

A. No person shall be denied the opportunity to complete an application for a position with Heber City by virtue of political opinion or affiliation.

B. No person employed by the City may be involuntary terminated from service as a result of political opinion or affiliation. Any City employee may voluntarily contribute funds to political groups.

C. Any City employee may become a candidate for any public office.

D. Such employees who run for public office should be aware that, if the City Council determines a potential conflict of interest exists, the City Council may ask the employee to terminate their position as a City employee if the employee wins the election to hold a public office seat. The employee's position will not be held for the employee after his/her stay in office is ended.

E. No City officer or employee, whether elected or appointed, may directly or indirectly

coerce, command, advise or solicit any officer or employee to pay, lend or contribute part of his/her salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No City officer or employee, whether elected or appointed, may attempt to make any officer's or employee's personnel status dependent upon the employee's support or lack of support for any political party, committee, organization, agency or person engaged in a political activity.

F. No officer or employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from city employees during hours of employment for political purposes, but nothing in this section shall preclude voluntary contributions by a City employee to the party or candidate of the employee's choice.

G. Nothing contained in this section shall be construed to permit partisan political activity of any city employee who is prevented or restricted from engaging in such political

Section 14.11 Indemnification

A. Except as set forth herein and in Paragraph B, in the event of any personal liability suit filed against employee, elected official, member of a city board, commission, council or committee, the City shall save, hold harmless and indemnify such individuals so long as that employee's or person's activities were in conformance to the work assigned as stipulated in the employee's job description, applicable statute, Council, or management directive or other municipal document setting forth the functions of the individual's performance on behalf of the City. The City further agrees to pay any and all damages, settlements, and/or legal fees which may result from such actions filed against such an individual or individuals duly authorized to represent the City. This does not inure to the benefit of an independent contractor or one perceived by the City to be an independent contractor.

B. An officer or employee of the City, whether elected, appointed, or employed, shall be personally liable and the City shall have no liability if it is determined:

1. That the act or omission in question did not occur;
   a. during the performance of the employee's duties; or
   b. within the scope of his employment; or
   c. under color of authority; or

2. That the injury or damage resulted from the fraud or malice of the employee; or

3. That the injury or damage on which the claim was based resulted from:

   a. the employee driving a vehicle, or being in actual physical control of a vehicle:
      i. with a blood alcohol content equal to or greater than the established legal limit; or
      ii. while under the influence of alcohol or any drug to a degree that rendered the person incapable of safely driving the vehicle; or

   b. the employee being physically or mentally impaired so as to be unable to reasonably perform his job function because of the non-prescribed use of a controlled substance as defined in Utah Code § 58-37-4, or because of the combined influence of alcohol and a non-prescribed controlled substance as defined by Utah Code § 58-37-4.

C. The provisions of this section shall not apply to those persons named as defendants in actions brought against them by the City.

Section 14.12 Driver's Licenses

A. Employees involved in the performance of their duties, operating a City owned vehicle or a private vehicle, must possess a valid driver's license with the appropriate class specification, if applicable. Employees must comply with the Commercial Driver's License Standards as established by state law.

B. Any employee performing duties in operation of a City or private vehicle with a suspended, revoked, or lapsed license shall be subject to disciplinary action which may include possible termination.

C. An employee must notify their supervisor immediately upon suspension or revocation of their driver's license.

Section 14.13 Benefits for Part-Time Employees

Schedule of Benefits:

A. A part-time employee is eligible for pro-rated vacation, sick and holiday pay in proportion to time worked (1/2 time – 3/4 time). Health Insurance coverage is available if the individual works over 30 hours per week. The City will pro-rate its contribution towards health insurance based on hours worked. Persons who work under 20 hours per week on a regular basis with no pre-determined separation date are not entitled to any fringe benefits such as paid time off. He/she is paid for the actual hours of work he/she completes. Part-time "as needed" employees are not eligible to receive any benefits regardless of the number of hours worked.

B. A temporary full-time employee is eligible for all holidays during his/her time of employment. He/she is not eligible for annual leave or sick leave, retirement or health insurance.

C. A part-time employee is not eligible for any fringe benefits. He/she is paid for the actual hours of work he/she completes.

Section 14.14 Violation of Personnel Rules and Regulations

Violations of the provisions of these policies and regulations shall be grounds for disciplinary action up to and including termination. Any person terminated for violation of the provisions herein shall, for a period of three (3) years, be ineligible for employment with Heber City.

Section 14.15 Legal Counsel Benefit

If an employee is involved in an on-duty fatality or a life-threatening incident, the City agrees to provide legal counsel of the City's choosing to represent the employee with legal advice and preliminary proceedings limited to the initial criminal and internal investigations. Said representation shall terminate

and not extend beyond the termination or completion of the initial investigations, without written approval of the City. This representation shall not be made available for civil litigation defending the employee, or suit against the City. Once the investigations (criminal or internal) are completed, representation ends. Nothing in this policy is intended to compromise, alter or effect independent indemnification or coverage by our insurance carrier. Ifany provision is found to do so, said provision or policy is null and void.

Section 14.16 Funeral Benefit

If an employee is killed while in the performance of his or her duties, the City agrees to provide the deceased a grave plot in the Heber City Cemetery, and will pay for a reasonable funeral plan approved by the City Manager. For the purposes of this provision, the death of an employee by natural causes does not trigger this policy.

Section 14.17 Social Media Policy

Each individual is responsible for whether they participate in social media and what they post online, even while not at work if they identify themselves as a city employee, either explicitly or implied. No employee posting shall imply that they are speaking on behalf of Heber City or that their opinions are those of Heber City unless they have express authority from the City Manager to speak on behalf of the City.

Section 14.18 Telecommuting Policy

This policy outlines the telecommuting program and the rules and guidelines under which it operates. This policy further establishes the criteria by which qualified employees, in authorized positions, may perform their assigned responsibilities at a remote location. Heber City recognizes that a carefully planned telecommuting program is a viable work option and expects to benefit from a telecommuting program in the following ways:

- Improve employee effectiveness, productivity, and morale;
- Reduce absenteeism;
- Enhance employee recruitment and retention;
- Improve energy efficiency and air quality; and
- Effectively resume business as part of a disaster recovery or emergency plan.

A. General Policy

1. Telecommuting is not an employee right nor is it a universal employee benefit. Participation in the telecommuting program is at the discretion of, and subject to, the prior written approval of a department director. Heber City may modify or terminate the *Telecommute Agreement* at any time.

2. Employee participation in the telecommuting program is voluntary.

3. An employee may initiate a request to participating in the telecommuting program at any time.

4. An employee's participation in the telecommuting program should be transparent to any other entity interfacing with the telecommuter and may not adversely affect the performance of other employees. The decision to allow an employee to telecommute may not put a burden on staff remaining in the office. An equitable distribution of work must be maintained and methods implemented to ensure that employees working in the office do not have to handle the telecommuter's work.

5. A telecommuting agreement shall identify the number of days required in the office. For weeks with a holiday, the telecommute day(s) may need to be eliminated in that week.

6. Telecommuting employees shall comply with all applicable Heber City policies and the Government Records Access and Management Act (GRAMA), Utah Code §63G-2-101, *et seq*. .

7. An employee authorized to telecommute shall maintain proper security of the telecommuting environment to protect City information in accordance with GRAMA and authorized city record retention schedules. Unauthorized disclosure of City information subjects the employee to disciplinary action, criminal prosecution as provided by law, or both.

8. An employee authorized to telecommute shall perform official duties during their department's regular business hours at the alternate worksite.

9. An employee authorized to telecommute shall not provide care for children, elders, or others who would otherwise require a provider's care.

10. In order to telecommute, the employee shall, upon 24 hours' notice, allow Heber City to make inspections of the telecommuting worksite for document and information security, equipment security, safe working conditions, program compliance, and management reviews.

11. No clause in this policy precludes Heber City from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this policy.

12. The employee and supervisor shall determine as part of the telecommute agreement how job performance shall be measured. A copy of the agreement shall be submitted to Human Resources.

13. The participating employee is solely responsible for investigating any individual tax implications resulting from using a part of the home as a telecommuting workspace. Participating employees should consult their tax advisor.

14. No additional expense to the City may be incurred due to of a voluntary telecommuting arrangement. If an employee is required to work from home an appropriate agreement will be created to address any expenses that may be incurred.

15. A telecommuting employee shall be available by phone and by online messaging during agreed upon work hours. The employee understands that regular checks of computer/network activity are part of the *Telecommute Agreement*.

16. The number of days worked from home in any week will be determined on a case by case basis and stated in the telecommute agreement. All agreements must be approved by the City Manager or designee.

B. Types of Telecommuting

1. Heber City permits two types of telecommuting arrangements, "regular and recurring" and "ad hoc." Some telecommuting situations require occasional or infrequent arrangements while others are more conducive to longer periods of scheduled arrangements. The intent in offering two types of telecommuting is to provide supervisors and managers with the maximum flexibility to establish a telecommuting arrangement that is conducive to a particular situation.

2. "Regular and recurring" telecommuting means a continuing arrangement under which an employee works at an alternate worksite for some portion of the work week or pay period.

3. "Ad hoc" telecommuting means an arrangement under which an employee may periodically work at an alternate worksite to complete one-time or unique assignments that can be performed away from the traditional office. This does not include an employee whose work regularly requires off-site work.

C. Requests to Participate in the Telecommuting Program

1. An employee may initiate a request to participate in the telecommuting program.

2. Each request for permission to participate in the telecommuting program shall be evaluated on its individual merit. Before entering into any *Telecommute Agreement*, the employee and manager, with the assistance of the Human Resources department and IT department, will evaluate the suitability of such an arrangement.

3. A copy of the *Telecommute Agreement*, with all necessary signatures, shall be submitted to Human Resources for review and then forwarded to the City Manager's office.

D. Approval Criteria

1. Position Criteria**:** The determination of whether a position is suitable for telecommuting should be based on job content rather than title. Tasks and functions that are generally suited for telecommuting include, but are not limited to: (a) writing (editing, drafting reports or decisions); (b) analysis (data, program, policy and financial); (c) call center functions; and (d) computer-oriented tasks (programming, data entry, and word processing).

2. Given that the operational needs of the department remain paramount, the department retains sole discretion to deny an employee's application to telecommute or to rescind a previously granted authorization to telecommute. Due consideration, on a case by case basis, should be given to the following:

a. **Public/City/Agency Contacts:** A position may not be suitable for telecommuting if a substantial portion of the job is devoted to face-to-face contact with the public, city departments, vendors or other agencies, or a combination of these.

b. **Information Security:** A position may not be suitable for telecommuting if the integrity or security of information cannot be maintained in accordance with information security policies, or the level of security cannot be duplicated at the alternate worksite in a cost effective manner. Consistent with the organization's expectations of information security for employees working at the office,

telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

c. **Reference Material:** A position may not be suitable for telecommuting if the employee requires access to material that cannot, or should not, be removed from the office.

d. **Resources:** A position may not be suitable for telecommuting if the department does not have sufficient staff causing the employee's absence from the office to adversely affect others left in the office or cause problems for the manager in managing office workload or coverage. Furthermore, a position may not be suitable for telecommuting if appropriate equipment is unavailable.

e. **Task Scheduling:** A position may not be suitable for telecommuting if tasks that can be completed outside the office cannot be grouped and scheduled for telecommuting days, or the employee has insufficient duties or work activities that can be performed in an alternate worksite.

3. Basic Employee Criteria: The determination of whether an employee is suited for telecommuting should be based on documented, objective criteria. A Heber City employee is eligible to participate in the Telecommuting Program if:

a. The employee's current performance evaluation rating is "acceptable," or higher;
b. The employee is currently not on a performance improvement plan; and
c. The employee is not being disciplined, or currently subject to a corrective plan, to address violation of employee conduct rules and policies.

E. Working Conditions

1. An employee participating in Telecommuting Program shall receive the same benefits and protections that are provided to other Heber City employees. This includes worker's compensation benefits, as well as defense and indemnification for claims against an employee arising out of the employee's employment, as provided by the Governmental Immunity Act of Utah, Title 63G, Chapter 7.

2. Fair Labor Standards Act (FLSA) rules apply to telecommuters. The amount of time that an employee is required or allowed to work will not change due to participation in the Telecommuting Program.

3. The telecommuter's performance should be monitored in the same manner as the employees working at the traditional office.

F. Job Performance and Work Scheduling

1. A telecommuter and the supervisor should maintain a balance between the telecommuter's scheduling needs and preferences and the department's business needs. A normal telecommuting schedule shall be agreed to at the beginning of the telecommuting arrangement. The schedule shall be documented in the *Telecommute Agreement*. The supervisor and department director must be informed of, and agree to any changes to the agreed upon work schedule in writing.

2. Policies and procedures currently in place for requesting the use of leave or compensatory remain unchanged. The participating employee is responsible for requesting leave in advance from his/her supervisor and informing timekeepers of leave usage.

3. The employee shall be available for contact during the duty hours agreed upon by the employee and the employee's supervisor. There should be no perceived difference in responsiveness or services provided attributable to work location.

4. The employee shall complete all assigned work according to procedures mutually agreed upon by the employee and supervisor.

5. Documented declines in performance or violations of employee conduct rules and policies are grounds for termination of the *Telecommute Agreement*, initiating corrective or disciplinary action, or both.

G. Worksite Requirement

1. The telecommuter's workspace is considered an extension of Heber City workspace. The City's liability for job-related accidents continues during the understood and approved work hours, but is limited to that approved workspace rather than applying to all areas of the home. The employee shall notify the supervisor immediately of any accident or injury that occurs at the workspace, shall complete any required forms, and be evaluated by Risk Management. The employee shall notify the supervisor immediately of any accident or injury that occurs at the workspace, shall complete any required forms, and be evaluated by the Safety Committee. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

2. The telecommuting program does not include personal customer contact or interaction with people on official business at the workspace. The City does not cover injuries to third parties at the workspace.

3. An employee may not telecommute if the presence of any third parties in the workspace would limit the employees' ability to protect the confidentiality of any records, physical or electronic, to which the employee has access.

4. The City is not liable for damages to the employee's personal or real property while the employee is working at the telecommuting worksite unless damages are caused as a direct result of malfunctioning City-owned equipment.

5. The City is not responsible for any costs associated with using an employee's home as the telecommuting worksite such as, maintenance, insurance, and utilities.

6. In the event that the telecommuting arrangement involves activities that must be cleared through local zoning ordinances or home association regulations, the employee is responsible for initiating the approval process, complying with the applicable terms and conditions, and paying for all required costs.

7. The workspace must provide an environment similar to the office environment that is conducive to work, and free from distractions or unrelated activities.

H. Expenses

1. Reimbursement to the employee for the use of a personal cell phone for work related purposes will be based on the City's policy outlined in the *Personnel Policy*, Section 14.8, D-2.

2. Generally, home internet service will not be provided or reimbursed unless the City requires the employee to work from home.

3. With the Director's prior permission, an employee shall obtain supplies for business use at the alternate worksite from the employee's primary worksite. Generally, out-of-pocket expenses will not be reimbursed. Any exception must be approved by the employee's supervisor in advance of purchase.

4. A telecommuter may not be reimbursed for travel miles or receive compensation for time spent on the commute to the employee's primary worksite on any given day.

5. A supervisor may consider any expense not specifically covered in this policy on a case-by-case basis, considering the appropriateness of the expense reimbursed for similar non-telecommuting positions, and overall budget.

I. City-owned Hardware, Software, and Other Equipment Expenses

1. The provision of computer hardware, software, communications equipment, and other ancillary equipment needed to perform job functions in a telecommuting work environment is left solely to the discretion of the participating employee's director. An employee may not use employee-owned computer hardware, software, or other equipment under the terms of a telecommute agreement without the express permission of the IT Director.

2. The Information Technology department will establish internal policies pertaining, but not limited to, ownership, inventory, proper use, modification, control, and maintenance of City-provided equipment. Failure to abide by internal policies governing City-provided computer hardware, software, and other equipment may lead to the termination of the telecommute contract, disciplinary action, corrective action, or a combination of these.

J. Employee-owned Hardware, Software, and Other Equipment

1. An employee may not use employee-owned computer hardware, software, or other equipment under the terms of a telecommute contract without the express permission of the Information Technology Director.

2. If the Information Technology director grants authorization to use employee-owned computer hardware, software, and/or other equipment, the supervisor shall confirm that the configuration thereof is compatible with the City's information technology infrastructure. The employee must certify that:

a. Up-to-date IT-approved anti-virus software is installed and maintained on employee-owned equipment prior to telecommuting. The IT Department must have full access to employee-owned computer hardware at all times, for inspection and ensure security on hardware is enabled and not compromised.

3. A request to telecommute may be denied based on the failure to certify that IT-recommended safeguards have been installed.

4. Heber City data, especially data categorized as sensitive, private, protected, controlled, or proprietary, may not be downloaded on employee-owned hardware.

5. The employee is responsible for the installation, maintenance, repair or replacement of employee-owned hardware, software, and other equipment. The City may provide technical support for employee-owned equipment on an as needed basis.

6. The participating employee must notify his or her supervisor immediately if the employee-owned equipment malfunctions. In the event of equipment failure, the employee is expected to return to their primary worksite until adequate repairs can be made.

Section 14.18 Secondary Employment - Disclosure

It is the expectation of the City that employment with the City is the primary employment for all full-time City employees, and the City employees not engage in secondary or outside employment that conflicts with their City employment or the negatively impacts their ability to perform job duties or functions with the City. Accordingly, full-time employees are permitted to engage in secondary or outside employment only under the following guidelines:

A. Types of Employment and Notice.

(1) Outside employment must not be of a type that would reasonably give rise to criticism or create the appearance or suspicion of conflicting interests or duties.

(2) Employees are required to provide written notification to the department manager using the Employee's Notice of Secondary Employment within ninety days of adoption of this Section 14.18, or before starting any secondary or outside employment after adoption of this Section 14.18. This notification should include the following information:

(a) The employer's name, business name, and business address.

(b) A general overview of the type of business engaged in by the secondary employer.

(c) The specific duties engaged in by the employee at their secondary employment.

B. Approval Process.

(1) The department manager shall review the information contained in the Employee's Notice of Secondary Employment and determine whether the secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:

(a) Whether the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with the City. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.

(b) Whether the secondary employment could create a conflict of interest with employment with the City.

(c) Whether the secondary employment involves behavior or conduct that would reflect negatively on the City.

(2) This decision shall be communicated in writing to the employee, using the same Employee's Notice of Secondary Employment. The employee:

(a) Shall abide by that decision.

(b) May appeal the decision to the City Manager, whose decision shall be final.

(c) May voluntarily resign their position and employment with the City.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 15, 2023

DRAFT Minutes

4:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

I. WORK MEETING - 4:00 P.M.

Mayor Franco called the meeting to order at 4:03 p.m.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney - arrived 4:05 p.m. Council Member Mike Johnston Council Member Rachel Kahler - arrived 4:16 p.m. Council Member Scott Phillips Council Member Ryan Stack
Staff Present:	City Manager Matt Brower Community Development Director Tony Kohler Planning Manager Jamie Baron City Planner Jacob Roberts Finance Manager Sara Nagel Assistant City Manager Mark Smedley Engineering Director Russ Funk City Engineer Gordon Minor City Attorney Jeremy Cook Officer Heath Harvey Officer Branden Russell Public Works Director Matthew Kennard Public Works Foreman Jacob Anderson City Recorder Trina Cooke

Staff Participating Remotely: IT Specialist Anthon Beales, Human Resources Manager Cherie Ashe, Engineering Technician Desiree Muheim, Engineering Department Director Russ Funk, Assistant City Manager Mark Smedley, and Public Works Director Matthew Kennard.

Also Present: Dallin Koecher, Jessica Broadhead, Christen Thompson, Roger Brooks, Linda Middleton, Tori Broughton, Eric Carlson, Rob Winder, and others who did not sign in or whose names were illegible.

Also Attending Remotely: (Names are shown as signed in online) Shorty, The Wave, Parker Sever, Kelli, JD, Gardnerm, Danny Hill, cf, Aaron Cheatwood, and John Janson.

1. Presentation of Main Street Success Recommendation (Roger Brooks) - 60 minutes

Executive Director of the Chamber of Commerce Dallin Koecher introduced Community Planner Roger Brooks. Mr. Brooks explained that for the first time in the country, people were moving to where the amenities were located and creating jobs or working from home. He provided a presentation of possible downtown amenities, including a plaza. He felt a plaza created a community living room. Mr. Brooks shared examples of other cities that had revitalized their downtown, to create successful downtowns that were a draw to the community and tourism alike. He noted that 250 days of downtown activity was necessary to sustain the desired retail. He shared activity suggestions such as splash pads that could convert to ice-skating rinks in the winter, movie nights once a week, providing chess boards and other games, as well as live music. Mr. Brooks displayed images of a revitalized Main Street Park with the road located at 200 South between Main Street and 100 West closed to motorized traffic in order to create a walking plaza. The plan was to encourage people to visit and spend time downtown eating, shopping, and playing. He noted it was imperative to offer downtown lodging. Council expressed general support for the revitalization proposals and provided their suggestions and feedback. Discussion continued.

2. Ordinance 2023-26, Update to the Engineering Standard Specifications and Drawings and the Storm Water Manual (Gordon Miner, Engineer) - 60 minutes

City Engineer Gordon Miner and Engineering Department Director Russ Funk shared the presentation as included in the attached Staff Report. They provided explanations for the proposed updates to the existing Standard Specifications and Drawings and Storm Water Manual. The Planning Commission had forwarded a positive recommendation with the suggestion to include additional street lights. The Engineering staff had collaborated with the Public Works department for many of the proposed updates. Council Member Johnston was against the high back curb requirement for new subdivisions. He noted the high-back curbs required driveway cut-outs, which instantly added approximately a thousand dollars to the price of a home. Public Works Director Matthew Kennard felt, from a maintenance perspective, high-back curbs were preferred.

II. REGULAR MEETING - 6:00 P.M.

1. Call to Order

Mayor Franco called the Regular City Council Meeting to order at 6:05 p.m.

2. Pledge of Allegiance (Mike Johnston, Council Member)

Council Member Johnston led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Rachel Kahler, Council Member)

Council Member Kahler shared a prayer.

III. CONFLICT OF INTEREST DISCLOSURE:

No conflicts of interest were disclosed.

IV. CONSENT AGENDA:

1. July 18, 2023, City Council Meeting Minutes and August 1, 2023, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. Resolution 2023-12 amending the Airport Advisory Board (AAB) Bylaws (Jeremy Cook, City Attorney) -

3. Formal approval of and authorization for Staff to negotiate and enter into an agreement with Maddox Construction for an amount consistent with Maddox's bid response to the City, for the Bell Tower Renovation, and negotiate a contract amendment with FFKR to include its services as the Project Manager for said renovation. (J. Mark Smedley, Asst. City Manager)

Motion: Council Member Stack moved to approve the Consent Agenda as presented. **Second:** Council Member Phillips made the second. **Voting Yes:** Council Members Johnston, Barney, Stack, and Phillips. **Voting No:** none. Council Member Kahler abstained as she had not been present at the August 1, 2023, Council meeting to vote on the meeting minutes. The **Motion Passed 4-0.**

V. PUBLIC COMMENTS: (3 min per person/20 min max)

Chief of Police Dave Booth was present to submit his letter of retirement to Council. His last day would be September 30, 2023. He expressed gratitude for his time with the City, the Police Department, and the Community. Chief Booth added that he would be remaining in the community and asked the City feel free to call on him if needed. He intended to stay involved. There would be a retirement open-house celebration on Thursday, September 28, 2023.

VI. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Ordinance 2023-26, Update to the Engineering Standard Specifications and Drawings and the Storm Water Manual (Gordon Miner, Engineer) - 15 minutes

Engineer Gordon Miner and Engineering Department Director Russ Funk continued the presentation that had begun in the Work Meeting regarding the updates to the Standard Specification and Drawings and the Storm Water Manual. Council continued discussion regarding utility easements, traffic-calming measures, and dark-sky-compliant street lighting.

Council majority supported more street lighting with dark-sky-compliant lights. Council wished to continue the discussion at a future meeting. The agenda item would return on the September 5, 2023, City Council Meeting agenda.

2. Ordinance 2023-22 adopting the Envision Central Heber Vision (Tony Kohler, Community Development Director) - 45 minutes

City Planning Consultant John Janson described the inclusion of the community by hosting several public workshops during the development of the Envision Central Heber Vision plan. Public input had been integrated in the plan. Mr. Janson provided an overview of the most recent updates made based upon Council's previous feedback. Council proceeded to provide additional suggestions and feedback. The discussion would resume at the September 5, 2023, City Council Meeting.

VII. COMMUNICATION:

Mr. Brower reminded Council of the luncheon the following day, August 16, 2023, from 11:30 a.m. to 1:30 p.m., at the Avon Theatre, hosted by the Community Alliance for Main Street (CAMS), where Roger Brooks would once again be presenting.

Mayor Franco reminded the Council and public that there would be a meet and greet hosted by the City for the final candidates for the Chief of Police position. The meet and greet was scheduled to take place at 7:00 p.m. on Tuesday, August 22, at the Heber Valley Elementary School. There was also a Special City Council Meeting scheduled for August 23, at 7:00 p.m.

Council Member Johnston shared that at the Regional Planning Meeting held that morning they had been informed of an additional grant for environmental storm-water drainage that he felt the City should seek. He indicated he would provide additional information discussed at the meeting to the Council via email.

VIII. ADJOURNMENT - 6:55 P.M.

Motion: Council Member Stack made the motion to adjourn. **Second:** Council Member Kahler made the second. The meeting adjourned at 6:57 p.m.

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Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 15, 2023

DRAFT Minutes

7:00 p.m. Special Meeting - Truth in Taxation

I. TRUTH IN TAXATION - 7:00 P.M.

1. Call to order (Heidi Franco, Mayor) -

Mayor Franco called the Special City Council Meeting to hold a Truth in Taxation Public Hearing to order at 7:01 p.m.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney Council Member Mike Johnston Council Member Rachel Kahler Council Member Scott Phillips Council Member Ryan Stack
Staff Present:	City Manager Matt Brower Assistant City Manager Mark Smedley Finance Manager Sara Nagel Community Development Director Tony Kohler Planning Manager Jamie Baron City Engineer Russ Funk City Attorney Jeremy Cook Police Lieutenant Branden Russell City Recorder Trina Cooke

Staff Participating Remotely: Assistant City Manager Mark Smedley and Public Works Director Matthew Kennard.

Also Present: Eric Carlson, Linda Middleton, Rob Winder, Patty Sprunt, Wendy Kunkle, Del Barney, Jeff Olsen, Colleen Oshier, Bob Morrison, June Marsh, Tori Broughton, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed in) Aaron Cheatwood, Danny Hill, cf, Kelli, KPCW Radio, The Wave, and Shorty.

II. PUBLIC HEARING:

1. Staff Report Public Hearing for Truth in Taxation Fiscal Year 2024 (Sara Nagel, Finance Manager)

Heber City Finance Manager Sara Nagel explained that governmental entities in the state of Utah were required to complete the Truth in Taxation process in order to implement a tax increase. She provided an overview of the process. The reason a tax increase was needed in Heber City was to cover the cost of an additional employee needed and the cost of living increase and merit increases for City employees. The tax increase proposed by Heber City was 8.06%. The dollar amount was $27.02 on an average market-rate home in Heber. She shared an image to show how tax-payer money was allocated for the cost of running the City.

Mayor Franco opened the Public Hearing at 7:09 p.m. for public comment.

Heber City resident Linda Middleton asked if the City followed the state-implemented algorithm that the County used. Mayor Franco informed that the City did not assess property values, but rather the County. Mayor Franco referred Ms. Middleton to the County. Ms. Middleton felt the residents in Utah cities and the businesses were the pillars of societal health. She said her home taxes went up $200 the previous year. She asked the last time the City had increased taxes. City Manager Matt Brower answered that the City had only three tax increases in the past 25 years with the most recent in 2020. She felt every entry into the community was annexed into Heber City. As a resident committed to the community, Ms. Middleton felt Heber City was targeted. The businesses were leaving town. She had to go to Provo to visit businesses. She felt the tax increases were being piled on. She noted the inner corridor of Heber City was walkable. She felt Heber City was the target of the surrounding entities. She wanted the entry-ways into Heber to present a welcoming first impression to entice people to shop and support the businesses. She felt the City was not getting the help from the State, who owned Highway 40. Council Member Phillips informed that the following year would bring a commercial tax increase, alleviating the burden of an additional tax increase on the residents.

Aaron Cheatwood asked if there was an additional headcount added for City employees or if just existing employees would receive the cost-of-living pay increase. The cost of living increase was for existing employee's city-wide. He asked if it was the same for the 3% merit increase. Mr. Brower explained the merit increases were only for the employees not maxed out on the pay scale. Mr. Cheatwood asked how the City would cover the costs of the pay increases and an additional employee if the tax increase was not approved. The answer was that the City would have to take the money from its reserves. Mr. Cheatwood pointed out the decision did not allow more spending but rather prevented the City from reaching into its reserves. He was pleased to see the City was keeping employees employed and that the City was aware of the reality of inflation. He was pleased there had been consideration as to who was given merit increases. He loved the trees and the City's beautification projects.

Colleen Oshier asked how property values were assessed. She asked how her taxes had almost doubled when her property value had decreased. Mayor Franco and Finance Manager Sara Nagel did not know the answer to how the County assessed property values. Mayor Franco recommended Ms. Oshier take her concerns regarding her property tax increase to the County's Board of Equalization meeting. Mayor Franco suggested that Ms. Oshier go to the County Assessor's office as well to question how home values were assessed. Council Member Phillips recommended filling out an online form for assistance with property tax. He felt the Board of Equalization was easy to work with when a homeowner was able to provide home value comparisons.

Heber City resident Patty Sprunt expressed appreciation for the services provided by the City. She asked if the Council would be present at the Wasatch County School District Truth in Taxation meeting the next night to represent the residents of Heber City. She said her taxes had continued to go up since she had returned to Utah. The proposed School District tax increase would raise her house payment an additional $200 per month. Ms. Sprunt wondered if she would have to work until she died. She expressed gratitude for the information to receive property tax relief, especially for her elderly neighbors. She read a quote from Jason Gardner, a spokesperson for the Utah State Tax Commission, who said that as property values went up, property tax should go down. She read a quote from Krista Albert of the Wasatch County School District that stated there would be no increase in property taxes because of the lease revenue bonds funding strategy. She wanted to know why the School District was proposing a 47.5 % tax increase. She was sad to see how few citizens had attended the City's Truth in Taxation Public Hearing. She thanked the Council for listening.

Kelli commented online that she wished to echo Ms. Sprunt's comments and that she, too, was worried about being taxed out of her house.

With no further Heber City residents coming forward to comment, Mayor Franco closed the Public Hearing at 7:34 p.m.

III. ACTION ITEMS:

1. Adopt Resolution 2023-13 Adopting a Certified Tax Rate for Fiscal Year 2023 - 2024 (Sara Nagel, Finance Manager)

Council Member Johnston pointed out the tax rate had lowered across the City due to home values increasing. He noted it was important for the City to remain fiscally sound and felt Heber City was very well-run by Staff. The tax increases needed to keep up with inflation.

Motion: Council Member Johnston moved to adopt Resolution 2023-13 adopting the Certified Tax Rate for Fiscal Year 2023-2024 as proposed. **Second:** Council Member Phillips made the second.

Discussion on the motion: Council Member Barney thanked the concerned citizens who had attended the Public Hearing. She noted the issue of necessary tax increases was being felt nationwide. She wanted the community to know she had the same concerns but felt it was important to take care of the Staff that took care of the City. She added that the decision to impose a tax increase had not been taken lightly by the Council. Mayor Franco added that the Council was not escaping the property valuation assessments and tax increases. The Council Members and City were experiencing the effects of inflation as well. Mayor Franco noted the great quality of life Heber City residents experienced.

Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

2. Adopt Resolution 2023-14 Adopting the Final Budget for Fiscal Year 2023 - 2024 (Sara Nagel, Finance Manager)

Mayor Franco noted how much the population and the budget had grown in the nine years she had been on the Council.

Motion: Council Member Phillips made the motion to approve Resolution 2023-14 to approve the final budget. **Second:** Council Member Stack made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

IV. ADJOURNMENT:

Motion: Council Member Phillips made the motion to adjourn. **Second:** Council Member Kahler made the second. The meeting was adjourned at 7:45 p.m.

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Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 23, 2023

DRAFT Minutes

7:00 p.m. Special City Council Meeting
Closed Executive Session

I. Call to Order

Mayor Franco called the meeting to order at 7:04 p.m.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney Council Member Mike Johnston Council Member Rachel Kahler Council Member Scott Phillips Council Member Ryan Stack
Staff Present:	City Manager Matt Brower City Attorney Jeremy Cook Human Resource Manager Cherie Ashe Chief of Police Dave Booth Police Lieutenant Branden Russell Deputy City Recorder Robin Raines-Bond

Also Present: Parker Sever

II. CLOSED EXECUTIVE SESSION

1. Pursuant to UCA 52-4-205(1)(a) Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual (Personnel)

Motion: Council Member Stack moved to enter Closed Executive Session to discuss the character, professional competence, or physical or mental health of an individual. **Second:** Council Member Kahler made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** None. The **Motion Passed Unanimously, 5-0,** and the meeting entered Closed Executive Session.

III. ADJOURNMENT:

Motion: Council Member Phillips moved to end the Closed Executive Session and adjourn the meeting. **Second:** Council Member Stack seconded the motion. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** None. The **Motion Passed Unanimously, 5-0.** The meeting adjourned at 10:48 p.m.

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Trina Cooke, City Recorder

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	City Police Department, and City Public Works Fleet Lease-Purchase Agreement Resolution 2023-15
RESPONSIBLE:	Mike Scott
DEPARTMENT:	Police Department
STRATEGIC RELEVANCE:	Necessary Administrative Item

SUMMARY

The purpose of this item is to seek the approval of the City Council for the attached resolution to allow Heber City Corp to continue leasing vehicles through Unified Fleet Service.

RECOMMENDATION

Approve the proposed resolution and authorize Heber City Police and Public works Departments to continue leasing fleet vehicles through Unified Fleet Services under the new agreement terms.

BACKGROUND

Unified Fleet Services has begun offering a 5 year lease program with options to sell the vehicles at either one, two, or three years. With this new option, the money made from the vehicle sales returns to us through lower lease payments in the future. This saves the city money and allows us the flexibility to replace vehicles as needed instead of every year.
Unified has gained funding for this new program through a new bank. The bank has asked that we have a resolution approved by the City Council. This is for all vehicles in the City that are part of the lease program.
In the short time we have worked with Unified Fleet Services, they have been true to their word, and have been able to provide us with vehicles at competitive prices, when others could not. They initially provided a one-year turnaround. With this new option, we project that in three years the City will benefit from positive residuals affording us the opportunity to direct this residual difference towards future leases. This new arrangement also reduces lease cost by $18,000.
Additionally, last year's vehicle leases will be moved into this new program.

DISCUSSION

This is the same company we have used over the past year. City Manager Brower asked us to look into a multi-year lease program instead of the one year we had started. To meet the City's (along with other municipalities) needs, Unified Fleet Services has developed a "municipality flex plan." If approved, we will be allowed to extend our vehicles we have now into this new program. The lease agreement is for 5 years, but has an option to exit at one, two, or three years. Our intent is to keep most of our vehicles for three years. However, if we have problems with one vehicle, or if we need to switch out our undercover vehicle, we would have the option to do so at one or two years. This gives

us more options to satisfy our needs.
At the end of the lease we would own the vehicle if we were to keep it all five years. We have no intention of keeping them for the five years. Year four and five go up significantly to pay off the vehicle. We will turn them back in. Unified will sell them, and any residual money made from that sale will be returned to the City, and would be used to lower our lease payments moving forward.
The police department has 26 leased vehicles. We plan on using Unified for the foreseeable future. Public works also uses Unified and has approximately 6 trucks leased. This new flex plan opens other doors to leasing other equipment moving forward as well. This new flex plan save the City several thousands of dollars from our one year leases we were doing. Part of this lease is also equipment installed so we are never without a vehicle.

FISCAL IMPACT

This new option is projected to lower the police leaded vehicles in total for the year approximately $18,000. The residual value of these vehicles will be returned to Heber City and will be put towards future leases and the lowering of our yearly payments moving forward.

CONCLUSION

By using this new option, we save the City many thousands of dollars, we have reliable vehicles, we don't have to continually buy, maintain, and store equipment. We also gain options to save money on other equipment in the future. We no longer have to return vehicles in a year when they are still working perfectly. By keeping vehicles three years or less we remain under warranty the entire time we have the vehicle as well.
We recommend Council approve this resolution as presented.

ALTERNATIVES

1. Approve as proposed

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Police Department
Staff member: Branden Russell, Lieutenant
Glenn Parman, Fleet Manager

EXHIBITS

1. Resolution 2023-15 PD Fleet Lease-Purchase Agreement
2. Heber City Lease Proposal 6.30.23 - signed

FORM OF AUTHORIZING RESOLUTION

 # 2023-15

A RESOLUTION OF THE GOVERNING BODY OF HEBER CITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Heber City (the *"Lessee"*), a city ~~,~~duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of UTAH, is authorized by the laws of the State of UTAH to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed $2,500,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the *"Agreements"*) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the *"Lessor"*), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the City Council of the Lessee is hereby authorized and directed to execute, and the City Council of the Lessee is hereby

authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The Fleet Manager and Heber City Police's Lieutenant, Chief, or their assignee of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

_____,

as lessee

By:_____

Printed Name: _____

Title: _____

ATTEST:

By:_____

Printed: Name: _____

Title: _____

umpqua bank
equipment leasing & finance

June 28, 2023

Branden Russel
Heber City Police Department
Heber City Corporation
75 North Main Street
Heber City, UT 84032

Dear Branden:

I am pleased to present the terms and conditions of our proposal to lease equipment to Heber City Corporation. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions" by 7/5/2023. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

Bruce Atkinson
Vice President
4040 MacArthur Blvd., Suite 100
Newport Beach, CA 92612
Phone: (949) 623-1622
Cell: (949) 525-7775
BruceAtkinson@UmpquaBank.com

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Terms and Conditions:

Lessor: Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")

Lessee(s): Heber City Corporation

Equipment Financing Vehicle: Municipal Lease-Purchase Agreement

Equipment & Cost: Various vehicles listed on Exhibit "A" attached below (the "Equipment"). All Equipment shall be satisfactory to Lessor.

Lease Amount: Not to exceed $2,500,000.00 in the aggregate.

Lease Term: Five (5) years

Payments: Ten (10) payments, payable semi-annually to be paid September 1st and March 1st of each year beginning September 1, 2023, with the final payment on March 1, 2028.

Option A – Fund into Escrow

Structure: Lease-Purchase for the entire $2,500,000.00 would commence and the funds would be held in escrow. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle(s)

Interest Rate: The amount funded into escrow shall accrue interest at the tax-exempt rate of 4.85% per annum, payable in advance. The amortization schedule shall provide for a principal payment schedule resulting in level debt service payments.

The interest rate specified above is based upon the 5-year like term semi-bond Swap Rate sourced from Chatham Financial Market Data ("Index") at 4.09%, as of 6/28/23. Should the Index increase prior to any loan schedule documentation and commencement, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed upon funding into escrow.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an "as-is, where-is" basis, without any representation or warranty from Lessor. The Early Buy-Out Option shall be available for just part of the equipment, and the prepayment of principal shall be determined for such item of equipment based on the percent of the total financed

amount attributable to such equipment of the original principal amount of the lease.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option A Commencement Date and Acceptance: The funding into escrow shall be the Commencement Date under this Option A. It is contemplated that disbursement requests for items of Equipment shall be made periodically when delivery and acceptance of the item of Equipment occurs. A condition to such disbursement request shall be the listing of Lessor's lien on the vehicle title for said vehicle. The parties agree and understand that Lessee's unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Option B – Periodic Funding per Vehicle

Structure: Individual lease agreements for each vehicle. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle.

Interest Rate: The amount funded for such equipment on a lease shall accrue interest at the tax-exempt rate of 4.85% per annum, payable in advance. The amortization schedule for the lease for such equipment shall provide for a principal payment schedule resulting in level debt service payments.

The interest rate specified above is based upon the 5 year like term semi-bond Swap Rate sourced from Chatham Financial Market Data ("Index") at 4.09%, as of 6/28/23. Should the Index increase prior to any final acceptance of equipment under a lease, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed for each individual lease agreement upon final delivery and acceptance of the specific vehicle for said agreement. Interim rent shall be required as provided in Interim Rent, below.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an "as-is, where-is" basis, without any representation or warranty from Lessor.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option B Commencement Date and Acceptance: The Commencement Date for each Lease entered into under this Option B shall be the date that funds are remitted to the vendor for said vehicle. Conditions for remitting funds to the vendor shall include: (i) evidence of the listing of Lessor's lien on the vehicle title for said Equipment and (ii) acceptance of the Equipment by Lessee. The parties agree and understand that Lessee's unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

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Additional Provisions Applicable to Both Options

Tax Benefits: The lease shall be considered a municipal lease/purchase and shall qualify for tax-exempt status under federal tax law. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of Utah, or other applicable jurisdiction. The documents shall include the standard covenants, representations, and warranties applicable to a tax-exempt financing.

End of Lease Options: At the end of the five-year lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment under a lease for $1.00.

Expiration of Facility: All takedowns shall occur prior to 10/1/23, and without written consent of Lessor to extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease: All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a triple net lease.

Insurance: Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance: Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

Documentation: All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

Costs & Expenses: Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees. A 0.1% fee ($2,500) of the Lease Amount will be payable by

Lessee upon execution of the initial lease. A titling fee of $10 per vehicle will be due as each vehicle is delivered.

Additional Terms & Conditions:

1) The non-appropriation clause in the lease shall be satisfactory to Lessor.
2) Tax-exempt borrowing for 2023 by Lessee is not reasonably expected to exceed $10,000,000, so it is assumed that, and pricing is based on, the leases being "Bank Qualified" under section 265(b)(3) of the IRS Code.
3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended.
4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.
5) Lessee's counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases.
6) Customary reporting requirements of Lessee.
7) Lessee shall prepare and file a Form 8028-G as a condition to funding for each lease.

Confidentiality: Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Authorization: Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

[Acceptance page follows.]

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this 5th **day of** July**, 2023**

Heber City Corporation

By: Branden Russell
Branden Russell (Jul 5, 2023 14:13 MDT)

Printed Name: Branden Russell

Title: Lieutenant

Please select your Option below:

☐ **Option A – Fund into Escrow**

■ **Option B – Periodic Funding per Vehicle**

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Exhibit “A”

New Vehicles				
Year	**Make**	**MODEL**	**VIN #**	**COLOR**
2023	Ford	Explorer	1FM5K8GC9PGA01336	Agate Black
2023	Ford	Explorer	1FM5K8GC5PGA01219	Agate Black
2023	Ford	Explorer	1FM5K8GC0PGA01287	Agate Black
2023	Ford	Explorer	1FM5K8GC4PGA00949	Agate Black
2023	Ford	Explorer	1FM5K8GC7PGA01402	Agate Black
2023	Ford	Explorer	1FM5K8GC9PGA01174	Agate Black
2023	Ford	Explorer	1FM5K8GC1PGA01220	Agate Black
2023	Ford	Explorer	1FM5K8GC5PGA01057	Agate Black
2023	Ford	Explorer	1FM5K8GC3PGA01235	Agate Black
2023	Ford	Explorer	1FM5K8GC7PGA01190	Agate Black
2023	Ford	Explorer	1FM5K8GC5PGA01320	Agate Black
2023	Chevrolet	Tahoe Z71	1GNSKPKL1PR346624	Black
2023	Chevrolet	Tahoe Z71	1GNSKPKL5PR346920	Black
2023	Chevrolet	Tahoe Z71	1GNSKPKLXPR346878	Black
2023	Chevrolet	Tahoe Z71	1GNSKPKL2PR346650	Black
2023	Chevrolet	Tahoe Z71	1GNSKPKL3PR347032	Black
2023	Chevrolet	Tahoe Z71	1GNSKPKL4PR345998	White
2023	Chevrolet	Tahoe LT	1GNSKNKD4PR272094	Gray
2023	Chevrolet	Tahoe LT	1GNSKNKD3PR272183	Gray
2023	Chevrolet	Tahoe LT	1GNSKNKD6PR348169	Gray
2023	Chevrolet	Tahoe LT	1GNSKNKD3PR348307	Gray
2023	Chevrolet	Tahoe LT	1GNSKNKD6PR348317	Gray
2023	Chevrolet	Tahoe LT	1GNSKNKD9PR175862	White
2023	Ford	F350	1FT8W3BT1PEC27172	Oxford White
2023	Chevrolet	HD3500	2GC4YTEY7P1729931	White

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Refinance of existing UFS Leases				
2022	Ford	F450	1FT8W4DT5NEF88923	Oxford White
2023	Ford	F150	1FTFW1ED4PFA38431	Oxford White
2023	Ford	F150	1FTFW1E83PKD22563	White
2023	Ford	F150	1FTFW1E83PKD22630	White
2023	Ford	F150	1FTFW1E88PKD22591	White
2023	Ford	F150	1FTFW1E86PKD22573	White

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Heber City Lease Proposal 6.30.23

Final Audit Report 2023-07-05

Created:	2023-07-05
By:	UFS Documents (lauren@unifiedfleetservices.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAveqPu4UK6P31pRfroWiKzst2Zbn1uaHG

"Heber City Lease Proposal 6.30.23" History

Document created by UFS Documents (lauren@unifiedfleetservices.com)
2023-07-05 - 6:11:49 PM GMT- IP address: 98.188.163.190

Document emailed to brussell@heberut.gov for signature
2023-07-05 - 6:13:43 PM GMT

Email viewed by brussell@heberut.gov
2023-07-05 - 8:10:09 PM GMT- IP address: 66.205.203.58

Signer brussell@heberut.gov entered name at signing as Branden Russell
2023-07-05 - 8:13:10 PM GMT- IP address: 66.205.203.58

Document e-signed by Branden Russell (brussell@heberut.gov)
Signature Date: 2023-07-05 - 8:13:12 PM GMT - Time Source: server- IP address: 66.205.203.58

Agreement completed.
2023-07-05 - 8:13:12 PM GMT

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	Public Hearing to Consider Ordinance 2023-31 Adopting the Impact Fee Enactment for the Heber City North Village Area Streets and Storm Water Impact Fees
RESPONSIBLE:	Russ Funk, Susie Becker (ZPF)
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Community Development Infrastructure Sustainability

SUMMARY

The purpose of this item is to present updates to the North Village Transportation Impact Fee Facilities Plan (IFFP), Proposed Impact Fee Analyses (IFAs) for Transportation and Storm Water in the North Village area, Hold a Public Hearing, receive input from the City Council and the Public, and seek Council approval of the Impact Fee Enactment by Ordinance.

RECOMMENDATION

Approval of Ordinance 2023-31 updating the North Village IFFP and adopting the North Village Transportation and Storm Water (IFAs) and Enacting the Proposed Impact Fees

BACKGROUND

In 2022, The Heber City Council approved Ordinance 2022-24 adopting the North Village Transportation and Storm Water Master Plans and Impact Fee Facility Plans (IFFPs). Zions Public Finance (ZPF) was then hired to complete the IFAs for each study, to provide calculations and recommendations for impact fees to fund the improvements identified in the Impact Fee Facility Plans.

DISCUSSION

While coordinating with ZPF to answer questions relating to the Impact Fee Analysis, Horrocks re-analyzed some of the transportation projects identified in the original IFFP/Master Plan and recommended some updates. The memo explaining the changes and an updated project map and cost have been included in the Attachments. The updates do not add or remove projects, but generally consist of changes to road classifications.

ZPF has prepared a presentation outlining the proposed IFAs. In summary, the IFAs recommend the following new Impact Fees for the North Village area of Heber City:

- Transportation Impact Fee: $ 370.52 / Trip

- Storm Water Impact Fee: $ 4,604.94 / ERU

It should be understood that these are the maximum Impact Fees that can be charged per the analysis, and that the Council has the discretion to establish a lower fee if desired. However, if a lower fee is established, another funding source would need to be identified to make up the difference in order to fund the projects identified in the IFFP/Master Plan. Staff recommends adopting the maximum fee to help ensure adequate funds are available to complete the planned projects.

Currently, some of the North Village Developers are planning to fund the required improvements using a Public Improvement District (PID). If a PID is used, then a credit against the impact fees will need to be provided to be fair and equitable. The IFAs include a note accounting for this situation.

It should also be understood that State Code doesn't allow impact fees to become effective until 90 days after the day on which the impact fee enactment is approved. If the enactment is approved on September 5th, the new impact fees would take effect on December 4, 2023.

FISCAL IMPACT

Impact Fees collected will be used to construct improvements outlined in the IFFP or reimburse developers for oversizing improvements consistent with the IFFP.

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, Engineering Director

EXHIBITS

1. Update to NV Transportation IFFP
2. NV Streets IFA
3. NV Storm Water IFA
4. ZPF IFA Power Point
5. Ordinance 2023-31

HORROCKS ENGINEERS

728 West 100 South
Heber, Utah 84032
435-654-2226

WWW.HORROCKS.COM

July 31, 2023

Heber City Corporation
Attn: Russell Funk P.E.
75 North Main
Heber City, Utah 84032

Subject: 2022 To 2042 North Village Master Plan - Chapter 4 Streets Addendum

Horrocks Engineers recently reviewed projects identified in the 2022 To 2042 North Village Master Plan - Chapter 4 Streets section to determine the portion of the project costs that could be funded through impact fees. The following is a summary of that analysis.

The North Village Master Plan identified major projects, along with their costs, that will be constructed over a 20-year planning period to support growth and development in the North Village. Zions Bank is preparing an impact fee analysis for this area and requested information regarding the impact fee eligible portion of planned project costs to complete their study. To determine the impact fee eligible portions, Horrocks Engineers reviewed the computer model originally prepared for the North Village road network shown in attached Figure 1. Trips generated by the various developments in the area were distributed along each road segment in the model to determine the proportionate costs for Development, the City, and City impact fees. A list of the projects identified in the master plan and the impact fee eligible portions of each project are shown in the attached Table 6.

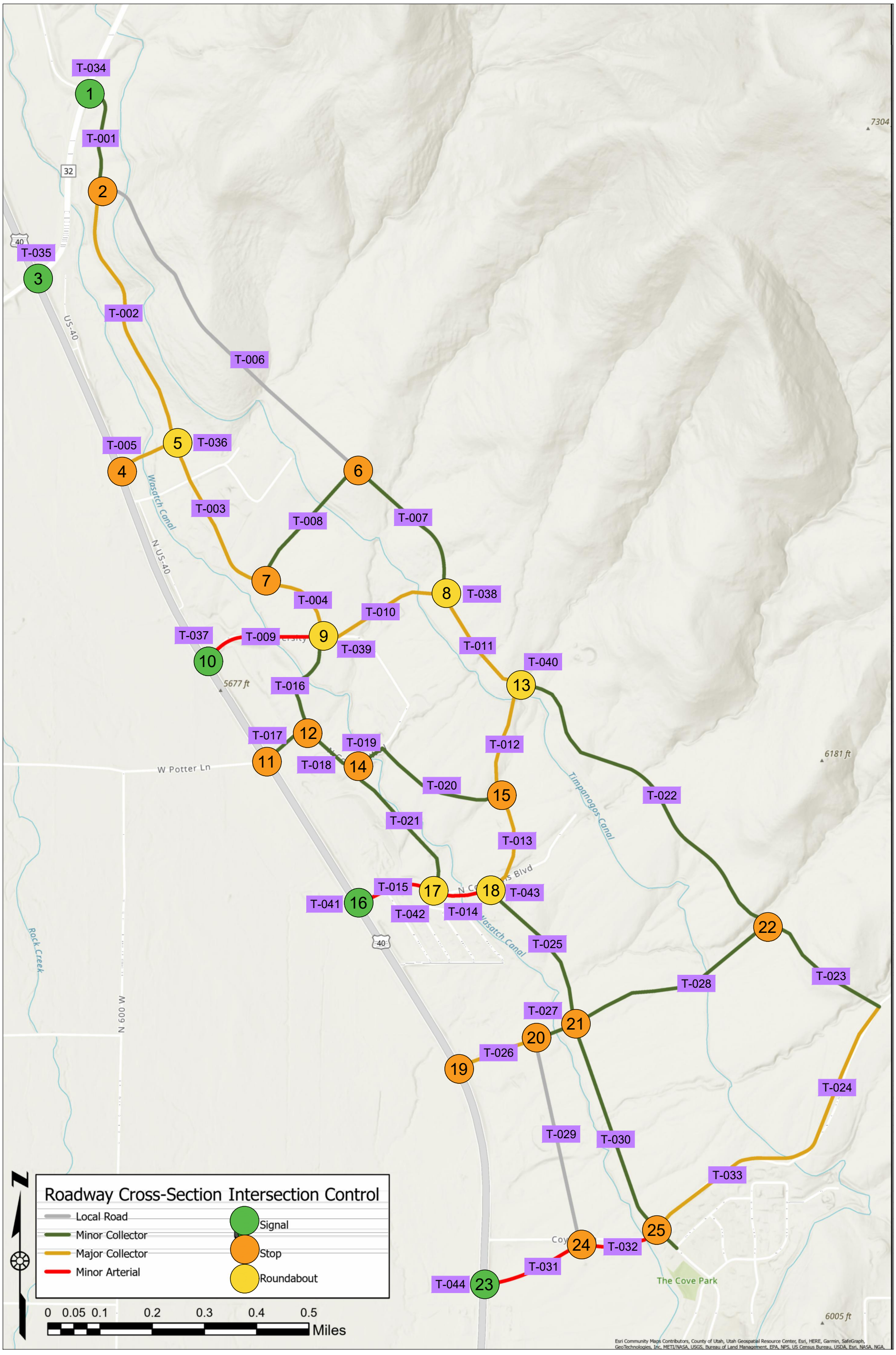
After re-analyzing the projects based on updated development plans, several projects changed road classifications from what was shown in the original master plan. To match the modeling results the road classifications for the following projects were revised. Individual project costs in the original report were also adjusted to reflect updated information.

1. T-001. Changed from a Major Collector to a Minor Collector.
2. T-024 and T-026. Changed from Minor Collectors to Major Collectors.
3. T-014, T-031, and T-032. Changed from Major Collectors to Minor Arterials.
4. Intersection 21 and 25. Consider need for roundabout when road widening occurs.

Please call our office with any additional questions or concerns regarding this project.
Sincerely,

HORROCKS ENGINEERS

Bart L Mumford, P.E.
Attachments
cc: File



Horrocks.
2162 WEST GROVE PARKWAY
SUITE #100
PLEASANT GROVE, UT 84062
(801) 763-5100

Roadway & Intersection Project Locations
Heber North Village

FIGURE 1

SCALE: N/A

DATE: 7/2023

Table 6: Estimated Cost of Street Improvements

ULT	CIP #	Recommended Improvements	ROW	Total Cost	Funding Proportionate Share Analysis							
					Operating		Developer		Other[1]		Impact Fee	
					%	$	%	$	%	$	%	$
	T-001	Road F - East of SR32 to Local Road A	68	$1,350,100	0%	$0	92%	$1,242,092	0%	$0	8%	$108,008
	T-002	Road F - Road A to Moulton Ln	85	$3,738,197	0%	$0	78%	$2,915,793	0%	$0	22%	$822,403
	T-003	Road F - Moulton Ln to Road B	85	$2,403,126	0%	$0	78%	$1,874,439	0%	$0	22%	$528,688
	T-004	Road F - Road B to University Ave	85	$1,335,070	0%	$0	78%	$1,041,355	0%	$0	22%	$293,715
	T-005	Moulton Ln (shifted north) - US40 to Road F	85	$801,042	0%	$0	78%	$624,813	0%	$0	22%	$176,229
	T-006	Local Road A - Road F to Road B*	62	$4,143,721	0%	$0	100%	$4,143,721	0%	$0	0%	$0
	T-007	Road A - Road B to University Ave*	68	$1,912,642	0%	$0	92%	$1,759,630	0%	$0	8%	$153,011
	T-008	Road B - Road F to Road A*	68	$1,687,625	0%	$0	92%	$1,552,615	0%	$0	8%	$135,010
	T-009	University Ave - US40 to Road F*	95	$842,873	0%	$0	61%	$514,153	0%	$0	39%	$328,721
	T-010	University Ave - Road F to Road A*	85	$1,869,098	0%	$0	78%	$1,457,897	0%	$0	22%	$411,202
	T-011	University Ave - Road A to Commons Blvd*	85	$1,735,591	0%	$0	78%	$1,353,761	0%	$0	22%	$381,830
	T-012	Commons Blvd - University Ave to Road E	85	$1,602,084	0%	$0	78%	$1,249,626	0%	$0	22%	$352,459
	T-013	Commons Blvd- Road E to Valley Hills Blvd	85	$1,468,577	0%	$0	78%	$1,145,490	0%	$0	22%	$323,087
	T-014	Commons Blvd - Valley Hills Blvd to Road D*	95	$890,195	0%	$0	78%	$694,352	0%	$0	22%	$195,843
	T-015	Commons Blvd - US40 to Road D	95	$561,916	0%	$0	61%	$342,768	0%	$0	39%	$219,147
	T-016	Road C - University Ave to College Way*	68	$1,125,083	0%	$0	92%	$1,035,077	0%	$0	8%	$90,007
	T-017	College Way - US40 to Road C	68	$257,447	0%	$0	92%	$236,851	0%	$0	8%	$20,596
	T-018	College Way - Road C to Road D	68	$787,558	0%	$0	92%	$724,554	0%	$0	8%	$63,005
	T-019	College Way - Road D to Collage PL*	68	$450,033	0%	$0	92%	$414,031	0%	$0	8%	$36,003
	T-020	Road E - College PL to Commons Blvd	68	$1,575,117	0%	$0	92%	$1,449,107	0%	$0	8%	$126,009
	T-021	Road D - College Way to Commons Blvd	68	$1,800,134	0%	$0	92%	$1,656,123	0%	$0	8%	$144,011
	T-022	Coyote View Dr - Commons Blvd to Fitzgerald Dr	68	$4,275,317	0%	$0	92%	$3,933,292	0%	$0	8%	$342,025
	T-023	Coyote View Dr - Fitzgerald Dr to Coyote Cyn Pkwy	68	$1,912,642	0%	$0	92%	$1,759,630	0%	$0	8%	$153,011
	T-024	Coyote Cyn Pkwy - Coyote View Dr to Timp Canal	85	$1,110,900	0%	$0	78%	$866,502	0%	$0	22%	$244,398
	T-025	Valley Hills Blvd - Commons Blvd to Fitzgerald Dr	68	$2,025,150	0%	$0	92%	$1,863,138	0%	$0	8%	$162,012
	T-026	Fitzgerald Dr - US40 to Ostler Peak Rd	85	$1,068,056	0%	$0	78%	$833,084	0%	$0	22%	$234,972
	T-027	Fitzgerald Dr - Ostler Peak Rd to Valley Hills Blvd*	68	$562,542	0%	$0	92%	$517,538	0%	$0	8%	$45,003
	T-028	Fitzgerald Dr - Valley Hills Blvd to Coyote View Dr*	68	$2,587,692	0%	$0	92%	$2,380,677	0%	$0	8%	$207,015
	T-029	Ostler Peak Rd - Fitzgerald Dr to Coyote Cyn Pkwy	68	$2,475,184	0%	$0	100%	$2,475,184	0%	$0	0%	$0
	T-030	Valley Hills Blvd - Fitzgerald Dr to Coyote Cyn Pkwy	68	$2,587,692	0%	$0	92%	$2,380,677	0%	$0	8%	$207,015
	T-031	Coyote Cyn Pkwy - US40 to Ostler Peak Rd	95	$772,634	0%	$0	71%	$548,570	0%	$0	29%	$224,064
	T-032	Coyote Cyn Pkwy - Ostler Peak Rd to Valley Hills Blvd*	95	$632,155	0%	$0	71%	$448,830	0%	$0	29%	$183,325
	T-033	Coyote Cyn Pkwy - Valley Hills Blvd to Timp Canal*	85	$1,049,183	0%	$0	78%	$818,363	0%	$0	22%	$230,820
	T-034	Intersection 1 - UDOT Traffic Signal (SR32)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-035	Intersection 3 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-036	Intersection 5 - Single Lane Roundabout	0	$1,035,000	0%	$0	0%	$0	0%	$0	100%	$1,035,000
	T-037	Intersection 10 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-038	Intersection 8 - Single Lane Roundabout	0	$1,035,000	0%	$0	0%	$0	0%	$0	100%	$1,035,000
	T-039	Intersection 9 - Multi Lane Roundabout	0	$1,035,000	0%	$0	0%	$0	0%	$0	100%	$1,035,000
	T-040	Intersection 13 - Single Lane Roundabout	0	$1,380,000	0%	$0	0%	$0	0%	$0	100%	$1,380,000
	T-041	Intersection 16 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-042	Intersection 17 - Multi Lane Roundabout	0	$1,380,000	0%	$0	0%	$0	0%	$0	100%	$1,380,000
	T-043	Intersection 18 - Multi Lane Roundabout	0	$1,380,000	0%	$0	0%	$0	0%	$0	100%	$1,380,000
	T-044	Intersection 23 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-045	North Village Master Plan Update (5 yr x 4 Ea)	0	$192,000	0%	$0	0%	$0	0%	$0	100%	$192,000
		TOTAL EXPENDITURES		**$64,283,378**		**$0**		**$46,253,733**		**$0**		**$18,029,645**

Estimated Total Trips 2022 to 2040 = 13,250

Estimated Total Trips Ultimate Buildout = 51,922

North Village - Heber City



DRAFT Transportation Impact Fee Analysis



Zions Public Finance, Inc.
August 2023

Transportation Impact Fee Analysis

Summary

This Impact Fee Analysis ("IFA") is based on the information provided in the Impact Fee Facilities Plan for Street System North Village Master Plan ("IFFP") prepared by Heber City and Horrocks Engineers in September 2022 and the 2022 To 2042 North Village Master Plan - Chapter 4 Streets Addendum dated July 31, 2023.

Projected Growth. The IFFP projects that new development in the North Village will grow by 13,250 average daily trips ("ADTs") between 2022 and 2040 – from 2,969 ADTs in 2022 to 16,219 ADTs in 2040. By 2032, ADTs are projected to grow to 7,398 ADTs – an increase of 4,429 ADTs over 2022 levels. This growth will require the construction of significant transportation improvements for a LOS C in the North Village (IFFP 4-21).

Service Levels. The IFFP states that the current level of service (LOS) is LOS C or better for all roadways (IFFP, 4-3) in Heber and that roadway improvements in the North Village are designed to meet current service levels and the demands of new development.

Service Area. The service area includes North Village as defined in detail in the IFFP (1-1). Generally, the area includes south of SR 32 and east of US 40; and north of SR 32 and east of US 40. The total North Village area covers approximately 3,080 acres.

Excess Capacity. This is a new development area and there are currently no road improvements with excess capacity.

New Construction. The IFFP identifies a total of 45 projects at a total cost of $64,283,376. Developers will be responsible for $46,253,733, with impact fees the funding source for the remaining $18,029,644.

Other Costs. Other eligible costs include the cost of preparing the Transportation IFFP and IFA.

Credits. There are no credits necessary in the calculation of impact fees as there is no impact fee fund balance for North Village and there are no bonds outstanding. All of the new construction projects are for new development in the area.

Proportionate Share Analysis. A summary of the proportionate share analysis is as follows:

TABLE 1: PROPORTIONATE SHARE ANALYSIS

Summary	Amount
New Construction	$347.24
Consultant Cost	$23.28
Cost per Trip	**$370.52**

The cost per trip is $370.52. The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the cost per unit of development type. Table 2 below shows basic categories from the ITE manual, 11th edition for which the City can charge impact fees and illustrates

how fees are calculated based on the number of trips generated by land use type and trips per unit. For a land use type that does not fit easily into the categories in Table 2, the City may choose, at its discretion, to refer to additional land use categories as found in the ITE manual, 11th edition.

TABLE 2: MAXIMUM TRANSPORTATION IMPACT FEES BY MAJOR GROUPINGS

ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		3.37	$1,248.65
140	Manufacturing	1000 Sq. Feet Gross Floor Area	4.75		4.75	$1,759.97
150	Warehousing	1000 Sq. Feet Gross Floor Area	1.71		1.71	$633.59
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	1.45		1.45	$537.25
151	Mini-Warehouse	Storage Units (100s)	17.96		17.96	$6,654.54
210	Single-Family Detached Housing	Dwelling Unit	9.43		9.43	$3,494.00
215	Single-Family Attached Housing (shared wall with adjoining unit)	Dwelling Unit	7.20		7.20	$2,667.74
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	Dwelling Unit	6.74		6.74	$2,497.30
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	Dwelling Unit	4.54		4.54	$1,682.16
240	Mobile Home Park	Occupied Dwelling Unit	7.12		7.12	$2,638.10
254	Assisted Living	Bed	2.60		2.60	$963.35
310	Hotel	Room	7.99		7.99	$2,960.45
445	Movie Theater	1000 Sq. Feet Gross Floor Area	78.09		78.09	$28,933.90
520	Elementary School	Students	2.27		2.27	$841.08
522	Middle School / Junior High School	Students	2.10		2.10	$778.09
525	High School	Students	1.94		1.94	$718.81
530	Private School (K-8)	Students	4.11		4.11	$1,522.84
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$11,656.56
565	Day Care Center	1000 Sq. Feet Gross Floor Area	47.62	44%	26.67	$9,880.73
590	Library	1000 Sq. Feet Gross Floor Area	72.05		72.05	$26,695.96
610	Hospital	1000 Sq. Feet Gross Floor Area	10.77		10.77	$3,990.50
710	General Office Building	1000 Sq. Feet Gross Floor Area	10.84		10.84	$4,016.44
720	Medical-Dental Office Building - Stand-Alone	1000 Sq. Feet Gross Floor Area	36.00		36.00	$13,338.72
770	Business Park	1000 Sq. Feet Gross Floor Area	12.44		12.44	$4,609.27
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	17.05		17.05	$6,317.36
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	68.10		68.10	$25,232.40
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	37.01	29%	26.28	$9,736.19
821	Shopping Plaza (40-150k) - Supermarket - Yes	1000 Sq. Feet Gross Leasable Area	94.49	40%	56.69	$21,006.25
821	Shopping Plaza (40-150k) - Supermarket - No	1000 Sq. Feet Gross Leasable Area	67.52	40%	40.51	$15,010.50
822	Strip Retail Plaza (<40k)	1000 Sq. Feet Gross Leasable Area	54.45	40%	32.67	$12,104.88
840	Automobile Sales (New)	1000 Sq. Feet Gross Floor Area	27.84		27.84	$10,315.27
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	27.06		27.06	$10,026.27
848	Tire Store	1000 Sq. Feet Gross Floor Area	27.69	25%	20.77	$7,694.77
850	Supermarket	1000 Sq. Feet Gross Floor Area	93.84	24%	71.32	$26,424.89
851	Convenience Market	1000 Sq. Feet Gross Floor Area	762.28	51%	373.52	$138,395.55

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ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	100.35	35%	65.23	$24,168.09
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	107.20	43%	61.10	$22,640.25
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	450.49	55%	202.72	$75,111.98
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	467.48	55%	210.37	$77,944.79
942	Automobile Care Center ***	1000 Sq. Feet Gross Floor Area	23.72		23.72	$8,788.73
944	Gasoline/Service Station	Vehicle Fueling Position	172.01	57%	73.96	$27,405.24
945	Convenience Store/Gas Station - GFA (2-4k)	Vehicle Fueling Position	265.12	56%	116.65	$43,222.18
945	Convenience Store/Gas Station - GFA (4-5.5k)	Vehicle Fueling Position	257.13	56%	113.14	$41,919.58
945	Convenience Store/Gas Station - GFA (5.5-10k)	Vehicle Fueling Position	345.75	56%	152.13	$56,367.19
947	Self Service Car Wash	Wash Stall	108.00		108.00	$40,016.15

Impact fees will only be charged in areas that are not already paying for the impact-fee eligible portion of the improvements outlined in this study through a Public Infrastructure District (PID).

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance Inc., to prepare this Impact Fee Analysis in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

(1) An impact fee analysis shall:

(a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

(b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

(c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

(d) estimate the proportionate share of:
  (i) the costs for existing capacity that will be recouped; and
  (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and

(e) identify how the impact fee was calculated.

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

(a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

(b) the cost of system improvements for each public facility;

(c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

(d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;

(e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

(f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

(g) extraordinary costs, if any, in servicing the newly-developed properties; and

(h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

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Anticipated Impact on or Consumption of Any Existing Capacity of a Public Facility by the Anticipated Development Activity

Utah Code 11-36a-304(1)(a)

Consumption of Existing Capacity

There is no existing excess capacity in North Village's roadway system.

Anticipated Development Activity

Growth projections are as follows:

TABLE 3: GROWTH PROJECTIONS – ADTS

Description	ADTs
2022 ADTs	2,969
2032 ADTs	7,398
Growth in ADTs, 2022-2032	4,429
Total Capacity ADTs	51,922
Source: IFFP 4-22	

Identify the Anticipated Impact on System Improvements Required by the Anticipated Development Activity to Maintain the Established Level of Service for Each Public Facility and Demonstrate How the Anticipated Impacts are Reasonably Related to the New Development Activity

Utah Code 11-36a-304(1)(b)(c)

In order to maintain a LOS C in the North Village service area, the IFFP identifies a total of 45 roadway projects necessitated by new development. Total roadway costs are $64,283,376. Developers are responsible for $46,253,733 with the remaining $18,029,644 of costs impact-fee eligible.

TABLE 4: ROADWAY NEW CONSTRUCTION COSTS

Project #	Description	Cost	Developer	Impact Fee Eligible
T-001	Road F - East of SR 32 to Local Road A	$1,350,100	$1,242,092	$108,008
T-002	Road F - Road A to Moulton Ln	$3,738,197	$2,915,793	$822,403
T-003	Road F - Moulton Ln to Road B	$2,403,126	$1,874,439	$528,688
T-004	Road F - Road B to University Ave	$1,335,070	$1,041,355	$293,715
T-005	Moulton Ln (shifted north) - US 40 to Road F	$801,042	$624,813	$176,229
T-006	Local Road A - Road F to Road B	$4,143,721	$4,143,721	$0
T-007	Local Road A - Road B to University Ave	$1,912,642	$1,759,630	$153,011
T-008	Road B - Road F to Road A	$1,687,625	$1,552,615	$135,010
T-009	University Ave - US 40 to Road F	$842,873	$514,153	$328,721
T-010	University Ave - Road F to Road A	$1,869,098	$1,457,897	$411,202
T-011	University Ave - Road A to Commons Blvd	$1,735,591	$1,353,761	$381,830

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Project #	Description	Cost	Developer	Impact Fee Eligible
T-012	Commons Blvd - University Ave to Road E	$1,602,084	$1,249,626	$352,459
T-013	Commons Blvd - Road E to Valley Hills Blvd	$1,468,577	$1,145,490	$323,087
T-014	Commons Blvd - Valley Hills Blvd to Road D	$890,195	$694,352	$195,843
T-015	Commons Blvd - US 40 to Road D	$561,916	$342,768	$219,147
T-016	Road C - University Ave to College Way	$1,125,083	$1,035,077	$90,007
T-017	College Way - US 40 to Road C	$257,447	$236,851	$20,596
T-018	College Way - Road C to Road D	$787,558	$724,554	$63,005
T-019	College Way - Road D to College Pl	$450,033	$414,031	$36,003
T-020	Road E - College Pl to Commons Blvd	$1,575,117	$1,449,107	$126,009
T-021	Road D - College Way to Commons Blvd	$1,800,134	$1,656,123	$144,011
T-022	Coyote View Dr - Commons Blvd to Fitzgerald Dr	$4,275,317	$3,933,292	$342,025
T-023	Coyote View Dr - Fitzgerald Dr to Coyote Canyon Pkwy	$1,912,642	$1,759,630	$153,011
T-024	Coyote Cyn Pkwy - Coyote View Dr to Timp Canyon	$1,110,900	$866,502	$244,398
T-025	Valley Hills Blvd - Commons Blvd to Fitzgerald Dr	$2,025,150	$1,863,138	$162,012
T-026	Fitzgerald Dr - US 40 to Ostler Peak Rd	$1,068,056	$833,084	$234,972
T-027	Fitzgerald Dr - Ostler Peak Rd to Valley Hills Blvd	$562,542	$517,538	$45,003
T-028	Fitzgerald Dr - Valley Hills Blvd to Coyote View	$2,587,692	$2,380,677	$207,015
T-029	Ostler Peak Rd - Fitzgerald Dr to Coyote Cyn Pkwy	$2,475,184	$2,475,184	$0
T-030	Valley Hills Blvd - Fitzgerald Dr to Coyote Cyn Pkwy	$2,587,692	$2,380,677	$207,015
T-031	Coyote Cyn Pkwy - US 40 to Ostler Peak Rd	$772,634	$548,570	$224,064
T-032	Coyote Cyn Pkwy - Ostler Peak Rd to Valley Hills Blvd	$632,155	$448,830	$183,325
T-033	Coyote Cyn Pkwy - Valley Hills Blvd to Timp Canyon	$1,049,183	$818,363	$230,820
T-034	Intersection 1 - UDOT Traffic Signal (SR 32)	$690,000		$690,000
T-035	Intersection 3 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-036	Intersection 5 - Single Lane Roundabout	$1,035,000		$1,035,000
T-037	Intersection 10 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-038	Intersection 8 - Single Lane Roundabout (2-Way)	$1,035,000		$1,035,000
T-039	Intersection 9 - Multi-Lane Roundabout	$1,035,000		$1,035,000
T-040	Intersection 13 - Single Lane Roundabout (2-Way)	$1,380,000		$1,380,000
T-041	Intersection 16 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-042	Intersection 17 - Multi-Lane Roundabout	$1,380,000		$1,380,000
T-043	Intersection 18 - Multi-Lane Roundabout	$1,380,000		$1,380,000
T-044	Intersection 23 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-045	North Village Master Plan Update (5 yrs x 4 times)	$192,000		$192,000
	TOTAL	**$64,283,376**	**$46,253,733**	**$18,029,644**

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Estimate the Proportionate Share of (i) the Costs for Existing Capacity That Will Be Recouped; and (ii) The Costs of Impacts on System Improvements That Are Reasonably Related to the New Development Activity; and Identify How the Impact Fee was Calculated

Utah Code 11-36a-304(1)(d)(e)

New Construction Cost Calculation

In order to meet a LOS C consistent with the current LOS in the rest of Heber City, North Village will need to construct new facilities, as identified previously in Table 4. New construction costs per trip are calculated as shown in Table 5.

TABLE 5: PROPORTIONATE SHARE CALCULATION – NEW CONSTRUCTION COST

New Construction Cost	
New Construction Costs	$18,029,644
Total ADTs Capacity	51,922
Buildout Cost per Trip	**$347.24**
% of Development Capacity over Next 10 Years	9%
Cost to New Development 2022-2032	$1,538,012.87
Growth in ADTs, 2022-2032	4,429
Cost per Trip	**$347.24**

Other Cost Calculations

Utah law allows for the cost of developing the Impact Fee Facility Plan and Impact Fee Analysis to be included in the calculation of impact fees. These costs are then shared proportionately among the capacity trips of the new development.

TABLE 6: PROPORTIONATE SHARE CALCULATION – CONSULTING COSTS

Description	Amount
Horrocks	$95,589.82
ZPFI	$7,500
Growth in ADTs, 2022-2032	4,429
Consultant Cost per Trip	**$23.28**

Calculation of Credits

No credits need to be made because there is no existing impact fee fund balance and there are no outstanding bonds.

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Summary of Impact Fees

TABLE 7: SUMMARY OF COST PER TRIP

Summary	Amount
New Construction	$347.24
Consultant Cost	$23.28
Cost per Trip	**$370.52**

The cost per trip is $370.52.

The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to calculate the maximum impact fee per development type. Table 8 below shows basic categories from the ITE manual, 11th edition for which the City can charge impact fees and illustrates how fees are calculated based on the number of trips generated by land use type and trips per unit. For a land use type that does not fit easily into the categories in 8, the City may choose, at its discretion, to refer to additional land use categories as found in the ITE manual, 11th edition.

TABLE 8: SUMMARY OF MAXIMUM ALLOWABLE IMPACT FEES

ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		3.37	$1,248.65
140	Manufacturing	1000 Sq. Feet Gross Floor Area	4.75		4.75	$1,759.97
150	Warehousing	1000 Sq. Feet Gross Floor Area	1.71		1.71	$633.59
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	1.45		1.45	$537.25
151	Mini-Warehouse	Storage Units (100s)	17.96		17.96	$6,654.54
210	Single-Family Detached Housing	Dwelling Unit	9.43		9.43	$3,494.00
215	Single-Family Attached Housing (shared wall with adjoining unit)	Dwelling Unit	7.20		7.20	$2,667.74
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	Dwelling Unit	6.74		6.74	$2,497.30
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	Dwelling Unit	4.54		4.54	$1,682.16
240	Mobile Home Park	Occupied Dwelling Unit	7.12		7.12	$2,638.10
254	Assisted Living	Bed	2.60		2.60	$963.35
310	Hotel	Room	7.99		7.99	$2,960.45
445	Movie Theater	1000 Sq. Feet Gross Floor Area	78.09		78.09	$28,933.90
520	Elementary School	Students	2.27		2.27	$841.08
522	Middle School / Junior High School	Students	2.10		2.10	$778.09
525	High School	Students	1.94		1.94	$718.81
530	Private School (K-8)	Students	4.11		4.11	$1,522.84
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$11,656.56
565	Day Care Center	1000 Sq. Feet Gross Floor Area	47.62	44%	26.67	$9,880.73
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947	Self Service Car Wash	Wash Stall	108.00		108.00	$40,016.15

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
    a. costs of operation and maintenance of public facilities; or
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;

3. Offsets costs with grants or other alternate sources of payment; and

4. Complies in each and every relevant respect with the Impact Fees Act.

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North Village – Heber City



DRAFT Storm Water Impact Fee Analysis



Zions Public Finance, Inc.
May 2023

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Executive Summary

Background Information

Zions Public Finance, Inc. (ZPFI) has prepared this Impact Fee Analysis ("IFA") for the calculation of appropriate storm water impact fees in the North Village service area in Heber City (the "City"). This IFA relies on Heber's North Village Impact Fee Facilities Plan ("IFFP") for Storm Water prepared by Horrocks Engineers in September 2022 regarding future storm water capital facility needs, cost, and timing.

An impact fee is a one-time fee imposed on new development activity to mitigate the impact of new development on capital facilities. The recommended impact fee structure presented in this analysis has been prepared to satisfy the Impact Fees Act, Utah Code Ann. § 11-36a-101 et. seq., and represents the maximum impact fees that the City may assess in the North Village service area. The City will be required to use revenue sources other than impact fees to fund any projects that constitute repair and replacement, cure any existing deficiencies, or increase the level of service for existing users.

Service Area. The service area of this Impact Fee Analysis ("IFA") includes North Village as defined in detail in the IFFP (1-1). Generally, the North Village area covers the portions east of US 40 and south of SR 32; and some areas north of SR 32 and east of US 40. The total North Village area covers approximately 3,080 acres.

Level of Service. The IFFP says, "The City's Storm Water Design Manual (SWDM) provides requirements for storm water design throughout the City. In addition to the requirements found in the SWDM, recommended control methods for handling future storm water runoff from development in North Village include the following:

- Collaboration and Participation in this North Village Storm Water Master Plan
- Full retention of storm water to eliminate downstream discharge and to capture pollutants
- Pretreatment pollutant removal devices designed specifically for the project
- Construction site runoff control
- Regular maintenance and good housekeeping
- Public education and outreach on pollutant control
- Facility inventory management
- Storm Water Management Agreements."

Growth Projections. By 2032, North Village is expected to grow by 800 equivalent residential units ("ERUs") - from 414 ERUs to 1,214 ERUS. By 2042, North Village is expected to grow by 1,725 ERUs – from 414 ERUs to 2,139 ERUs.

Excess Capacity. There is no existing, excess storm water capacity in North Village.

New Improvements. The IFFP identifies 35 projects, plus master plans, at a total cost of $22,234,083 attributable to new development in North Village.

Other Costs. Other impact-fee eligible costs include the cost of preparing the Storm Water IFFP and IFA.

Credits. No credits need to be made on the storm water impact fee as there is no existing impact fee fund balance and no outstanding bonds.

Proportionate Share Analysis and Impact Fee Calculation

Utah Code 11-36a-304(1)(d) and (e) and (2)(a) and (b)

New development will be required to pay for its fair share of the construction of new system improvements necessitated by new development, as well as consultant costs. **The maximum impact fee calculated is $4,604.94 per ERU.**

TABLE 1: SUMMARY OF MAXIMUM IMPACT FEES PER ERU

Summary	
New Construction	$4,562.71
Consultant Costs	$42.23
Maximum Fee per ERU	**$4,604.94**

Overview of the Storm Water Impact Fees

Summary

An impact fee is intended to recover the City's costs of building storm water system capacity to serve new residential and non-residential development rather than passing all these growth-related costs on to existing users through rates. The Utah Impact Fees Act allows only certain costs to be included in an impact fee so that only the fair cost of expansionary projects or existing unused capacity paid for by the City is assessed through an impact fee.

Costs to be Included in the Impact Fee

The impact fees proposed in this analysis are calculated based upon:

- New capital infrastructure for storm water systems that will serve new development; and
- Professional and planning expenses related to the construction of system improvements that will serve new development.

The costs that cannot be included in an impact fee are as follows:

- Costs for projects that cure system deficiencies;
- Costs for projects that increase the Level of Service (LOS) above that which is currently provided;
- Operations and maintenance costs;
- Costs of facilities funded by grants or other funds that the City does not have to repay; and
- Costs of reconstruction of facilities that do not have capacity to serve new growth.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained ZPFI to prepare this IFA in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

(1) An impact fee analysis shall:
- (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
- (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
- (c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
- (d) estimate the proportionate share of:
  - (i) the costs for existing capacity that will be recouped; and
  - (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
- (e) identify how the impact fee was calculated.

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
- (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
- (b) the cost of system improvements for each public facility;
- (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
- (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
- (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- (g) extraordinary costs, if any, in servicing the newly-developed properties; and
- (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees

Utah Code states that for purposes of calculating an impact fee, a local political subdivision or private entity may include:
- (a) the construction contract price;
- (b) the cost of acquiring land, improvements, materials, and fixtures;

(c) the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

(d) for political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment

Utah Code states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Impact from Growth Upon Storm Water Facilities and Level of Service

Utah Code 11-36a-304(1)(a)(c)

Storm Water Service Area

The service area of this Impact Fee Analysis ("IFA") includes North Village as defined in detail in the IFFP (1-1). Generally, the North Village area covers the portions east of US 40 and south of SR 32; and some areas north of SR 32 and east of US 40. The total North Village area covers approximately 3,080 acres.

Growth in Demand

By 2032, North Village is expected to grow by 800 ERUs - from 414 ERUs to 1,214 ERUS. By 2042, North Village is expected to grow by 1,725 ERUs – from 414 ERUs to 2,139 ERUs.

TABLE 2: STORM WATER GROWTH PROJECTIONS

Year	Residential ERUs	Non-Residential ERUs	TOTAL ERUs
2022	414	-	414
2023	481	-	481
2024	553	5.00	558
2025	629	10.00	639
2026	708	15.00	723
2027	790	16.80	807
2028	872	18.82	891
2029	953	21.07	974
2030	1,032	23.60	1,056
2031	1,107	25.25	1,132
2032	1,187	27.02	1,214
2033	1,272	28.91	1,301

Year	Residential ERUs	Non-Residential ERUs	TOTAL ERUs
2034	1,351	30.94	1,382
2035	1,434	33.10	1,467
2036	1,522	35.09	1,557
2037	1,615	37.20	1,652
2038	1,714	39.43	1,753
2039	1,801	41.79	1,843
2040	1,893	44.30	1,937
2041	1,989	46.52	2,036
2042	2,090	48.84	2,139
Growth, 2022-2042	**1,676**	**49**	**1,725**

Existing and Proposed Level of Service Analysis

There is currently no storm water system in the North Village area. The IFFP states, "The City's Storm Water Design Manual (SWDM) provides requirements for storm water design throughout the City. In addition to the requirements found in the SWDM, recommended control methods for handling future storm water runoff from development in North Village include the following:

- Collaboration and Participation in this North Village Storm Water Master Plan
- Full retention of storm water to eliminate downstream discharge and to capture pollutants
- Pretreatment pollutant removal devices designed specifically for the project
- Construction site runoff control
- Regular maintenance and good housekeeping
- Public education and outreach on pollutant control
- Facility inventory management
- Storm Water Management Agreements"

Impact on Capacity from Development Activity

Utah Code 11-36a-304(1)(a)

Existing Capacity

According to the IFFP, there is no existing storm water system in the North Village area and therefore no excess capacity in the storm water system. Therefore, new development cannot be charged a buy-in fee as a part of the proposed storm water impact fee.

System Improvements Required from Development Activity

Utah Code 11-36a-304(1)(b)(c), (2)(b)

Impact on System Improvements by Anticipated New Development

Storm water improvements are required to meet storm water service levels. The means by which the City will meet growth demands include constructing the following projects as set forth in the IFFP.

TABLE 3: NEW SYSTEM IMPROVEMENTS

Project #	Description	Cost
D-01SA	Upper Detention Basin (Coyote)	$3,798,433
D-01B	Intermediate Detention Basin (Coyote)	$755,851
D-01C	US40 Retention Basin - Coyote	$287,519
D-01D	Timp Canal Crossing - Coyote	$297,596
D-01E	Wasatch Canal Crossing - Coyote	$297,596
D-02A	Upper Detention Basin - Fitzgerald	$576,932
D-02B	Intermediate Detention Basin - Fitzgerald	$1,353,959
D-02C	US40 Retention Basin - Fitzgerald	$287,519
D-02D	Timp Canal Crossing - Fitzgerald	$252,200
D-02E	Wasatch Canal Crossing - Fitzgerald	$252,200
D-03A	Upper Detention Basin - Commons	$2,600,738
D-03B	Intermediate Detention Basins - Commons	$1,531,420
D-03C	US40 Retention Basin - Commons	$897,061
D-03D	Timp Canal Crossing - Commons	$297,596
D-03E	Wasatch Canal Crossing - Commons	$297,596
D-04A	Upper Detention Basin - Highlands	$781,302
D-04B	Intermediate Detention Basins - Highlands	$276,050
D-04C	US40 Retention Basin - Highlands	$287,519
D-04D	Timp Canal Crossing - Highlands	$297,596
D-04E	Wasatch Canal Crossing - Highlands	$252,200
D-05A	Upper Detention Basin - UVU	$312,142
D-05B	Intermediate Detention Basins - UVU	$98,589
D-05C	US40 Retention Basin - UVU	$287,519
D-05D	Timp Canal Crossing - UVU	$252,200
D-05E	Wasatch Canal Crossing - UVU	$252,200
D-06A	Upper Detention Basin - Views	$838,531
D-06B	Intermediate Detention Basins - Views	$118,307
D-06C	US40 Retention Basin - Views	$287,519
D-06D	Timp Canal Crossing - Views	$297,596
D-06E	Wasatch Canal Crossing - Views	$297,596
D-07A	Upper Detention Basin - Crossings	$2,334,237
D-07B	Intermediate Detention Basins - Crossings	$131,452
D-07C	US40 Retention Basin - Crossings	$287,519
D-07D	Timp Canal Crossing - Crossings	$351,593

Project #	Description	Cost
D-07E	Wasatch Canal Crossing - Crossings	$252,200
D-08A	Master Plan Updates every 5 years (4 times)	$156,000
	TOTAL	**$22,234,083**

Relation of Anticipated Development Activity to Impacts on System Improvements

The demand for storm water improvements by new development activity is attributed to the increased ERUs related to both residential and nonresidential growth.

Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(e)

Maximum Legal Storm Water Impact Fee per Acre

The Impact Fees Act requires the Impact Fee Analysis to estimate the proportionate share of the future costs for system improvements that benefit new growth that can be recouped through impact fees.

Buy-in to Existing, Excess Capacity

There is no storm water system in place in the North Village area and therefore there is no existing, excess capacity. No buy-in component is factored into the impact fee calculation.

New Construction

New system improvements necessary for the North Village area are shown in Table 3 of this IFA. The total cost of new improvements is $22,234,083.

TABLE 4: PROPORTIONATE SHARE ANALYSIS, NEW CONSTRUCTION NECESSITATED BY NEW DEVELOPMENT

New Construction	Amount
Total Projected Costs	$22,234,083
Total ERU Capacity	4,873
Growth in ERUs 2022-2032	800.02
% of Capacity Consumed, 2022-2032	16%
Cost Attributable to 2022-2032	$3,650,258.79
Total Cost per ERU	**$4,562.71**

Consultant Costs

The Impact Fees Act allows for fees charged to include the reimbursement of consultant costs incurred in the preparation of the IFA.

Consultant costs are estimated at $42.23 per ERU to prepare the IFFP and IFA that was necessary to calculate defensible impact fees.

TABLE 5: PROPORTIONATE SHARE ANALYSIS, CONSULTANT COSTS

Consultant Costs	Amount
Horrocks	$65,340.75
ZPFI	$7,500.00
Total Consultant Cost	$72,840.75
Growth in ERUs	1,725
Consultant Cost per ERU	**$42.23**

Impact Fee Fund Balance

There are no storm water impact fees currently in place for North Village and therefore there is no impact fee fund balance for which a credit must be made.

Summary of Impact Fees

The calculated maximum impact fee per ERU is $4,604.94.

TABLE 6: SUMMARY OF MAXIMUM IMPACT FEE

Summary	
New Construction	$4,562.71
Consultant Costs	$42.23
TOTAL Cost per ERU	**$4,604.94**

Manner of Financing, Credits, Etc.

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g) and (h)

An impact fee is a one-time fee that is implemented by a local government on new development to fund and pay for the proportionate costs of public facilities (system improvements) that are needed to serve new development. As a matter of policy and legislative discretion, a City may choose to have new development pay the full cost of its proportionate share of new public facilities and existing facilities that have excess capacity to service new development through impact fees. Alternatively, local governments may elect to subsidize new development by using other sources of revenue (user charges, special assessments, bonds, taxes, grants) to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost of the new facilities and the other sources of revenue.

At the current time, impact fees are the sole source of identified funding for the projects listed in the IFFP but to the extent that any are identified and received in the future, then impact fees will be reduced accordingly. The City has found that it is necessary to charge an impact fee to provide the required level of service in North Village.

Additional system improvements beyond those funded through impact fees that are desired to raise the level of service will be paid for by the community through other revenue sources such as user charges, special assessments, General Obligation bonds, general taxes, etc.

Impact Fee Credits

The Impact Fees Act requires that the IFA consider the relative extent to which new development activity will contribute to financing the excess capacity of and system improvements for new and public facilities, by such means as user charges, special assessments, or payment from the proceeds of general taxes so that new development is not charged twice.

In terms of new facilities, all impact fee amounts collected must be spent for the specific project improvements identified in the IFFP and incorporated into this IFA. Impact fees are required to be used within six years of collection unless it identifies an extraordinary and compelling reason why the fees should be held longer than six years; and an absolute date by which the fees will be expended.

No user fees, special assessments, etc., are contemplated to offset any of the costs associated with the new storm water facilities.

Credits may also be paid back to developers who have constructed or directly funded system improvements that are identified in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions for project improvements. Any item for which a developer receives credit should be included in the approved infrastructure and must be agreed upon with the City before construction begins.

If a public improvement district (PID) is created and used to fund some of the infrastructure listed in the IFFP, then impact fees will need to be reduced or eliminated to account for the system improvements built with PID funds.

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid.
2. Does not include:
    a. costs of operation and maintenance of public facilities; or
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.

Heber City North Village Impact Fees

August 31, 2023

ZIONS PUBLIC FINANCE, INC.

WHAT IS AN IMPACT FEE?

- One-time fee charged to new development to offset the capital costs associated with new development
- Can only cover the costs of *system* improvements
- Must have an Impact Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA)

Impact Fee Facilities Plan (IFFP)

- Existing service levels
- Proposed service levels
- Excess capacity

- Demand created by new development
- Consumption of excess capacity
- New facilities needed and cost

Impact Fee Analysis (IFA)

- Proportionate share analysis
- “Buy-In” excess capacity component
- Construction cost of new facilities
- Other costs – engineering, financial, fund balances
- Financing and credits

Description	ADTs
2022 ADTs	2,969
2032 ADTs	7,398
Growth in ADTs, 2022-2032	4,429
Total Capacity ADTs	51,922
Source: IFFP 4-22	

New Construction Cost	
New Construction Costs	$18,029,644
Total ADTs Capacity	51,922
Buildout Cost per Trip	**$347.24**
% of Development Capacity over Next 10 Years	9%
Cost to New Development 2022-2032	$1,538,012.87
Growth in ADTs, 2022-2032	4,429
Cost per Trip	**$347.24**

TRANSPORTATION IMPACT FEES

ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		3.37	$1,248.65
210	Single-Family Detached Housing	Dwelling Unit	9.43		9.43	$3,494.00
520	Elementary School	Students	2.27		2.27	$841.08
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$11,656.56
565	Day Care Center	1000 Sq. Feet Gross Floor Area	47.62	44%	26.67	$9,880.73
710	General Office Building	1000 Sq. Feet Gross Floor Area	10.84		10.84	$4,016.44
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	37.01	29%	26.28	$9,736.19
851	Convenience Market	1000 Sq. Feet Gross Floor Area	762.28	51%	373.52	$138,395.55
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	107.20	43%	61.10	$22,640.25
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	467.48	55%	210.37	$77,944.79

Year	Residential ERUs	Non-Residential ERUs	TOTAL ERUs
2022	414	-	414
2042	2,090	49	2,139
Growth, 2022-2042	**1,676**	**49**	**1,725**

New Construction	Amount
Total Projected Costs	$22,234,083
Total ERU Capacity	4,873
Growth in ERUs 2022-2032	800.02
% of Capacity Consumed, 2022-2032	16%
Cost Attributable to 2022-2032	$3,650,258.79
Total Cost per ERU	**$4,562.71**

Summary	Amount
New Construction	$4,562.71
Consultant Costs	$42.23
TOTAL Cost per ERU	**$4,604.94**

ORDINANCE NO. 2023-31

AN ORDINANCE ADOPTING AN UPDATE TO THE NORTH VILLAGE TRANSPORTATION MASTER PLAN AND ADOPTING THE NORTH VILLAGE TRANSPORTATION AND STORM WATER IMPACT FEE ANALYSES TO ENACT TRANSPORTATION AND STORM WATER IMPACT FEES

WHEREAS, Heber City (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah Law; and

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code Annotated, as amended ("Impact Fees Act" or "Act"), to impose Impact Fees as a condition of development approval, which Impact Fees are used to defray capital infrastructure costs for systems improvements attributable to growth activity; and

WHEREAS, the City and its consultants have prepared an update to the Impact Fee Facilities Plan ("IFFP") and Impact Fee Analysis ("IFA"), depicted in Exhibit A, prepared by Horrocks and Zion Public Finance, Inc., as per the requirements of the Utah Impact Fees Act; and

WHEREAS, the City has previously enacted the required Impact Fee provisions of Title 11, Chapter 36, Section 402, of the Utah Code into Chapter 15.16 of Heber City's Municipal Code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL, THE CITY'S CONSOLIDATED FEE SCHEDULE, AS SET FORTH IN SECTION 3.15 OF THE HEBER CITY MUNICIPAL CODE, IS AMENDED TO UPDATE THE PARKS, RECREATION, OPEN SPACE AND TRAILS IMPACT FEES AS FOLLOWS:

USE	IMPACT FEE
NV Transportation Impact Fee (per Trip)	$370.52
NV Storm Water Impact Fee (per ERU)	$4,604.94

An automatic annual adjustment will be made to these fees each January 1st to account for inflationary factors. The adjustment will be based on the percent change in the Engineering News Record (ENR) 20 City Construction Cost Index between the December index of the current and preceding year.

Consistent with Utah State Code, Section 11-36a-401 (2), the revised Impact Fees adopted by this ordinance shall take effect 90 days after enactment on _____.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____

APPROVED:

_____

Mayor Heidi Franco

ATTEST:

_____ Date:_____

Recorder

Note from the Mayor:

All of the Chief's New Hire Meet & Greet Committee made numerous preparations for the arrival, transportation and introduction to the final potential Chief's candidates as they arrived in our great State and in the Heber Valley. This committee made all transportation arrangements, all dining arrangements and introduced our candidates to many business owners. They prepared all meet and greet forums and handled administrative tasks involved in such a large undertaking.

Also, Cherie Ashe, our HR Director helped Mayor Franco and Chief Booth plan the entire Nomination process, prepare and post the job posting, attended the candidate interviews and ensured our City's HR standards and processes were implemented.

Anthon Beales did work to prepare and list the job posting on the City's Website, prepare city website announcements, etc.

Mayor Franco thanks you, All; for your professional and expert work!

Heber City Council Staff Report

MEETING DATE: 9/5/2023

SUBJECT: Mayoral Proclamation for Constitution Day and Week, September 17-23, 2023

RESPONSIBLE: Heidi Franco

DEPARTMENT: Administrative

STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Constitution Day Proclamation for Sep 17 2023

Proclamation for Constitution Day on September 17, 2023

From Mayor Heidi Franco, Heber City, UT

To all Heber City Citizens: I'd like to quote from President Ronald Reagan in his 'Constitution Day' Proclamation given back in 1987. He said:

"Every year … we Americans have celebrated our constitutional rights and responsibilities as citizens of the United States through the observance of … Constitution Week.

"[All should read] … the Preamble to our Constitution. It is my hope that all Americans will take advantage of this opportunity to gain new insight into the precious principles of our governing document.

"Those principles have stood the tests of time and turmoil.

"A convention was called in Philadelphia in May 1787…. Despite the long odds against success, the Framers were able, through numerous compromises, to fashion a blueprint for a new Nation. In this peaceful revolution, the States transformed their loose political alliance into a Federal union under [this] written national Constitution in history. Today, [236] years later, that Constitution is the oldest written instrument of democratic rule in the world still in use, and it continues to proclaim and to shape a peaceful revolution toward freedom and prosperity for all mankind.

"The Congress, by joint resolution of February 29, 1952 (36 U.S.C. 153), designated September 17 as ``Citizenship Day'' in commemoration of the signing of the Constitution and in recognition of all who, by coming of age or by naturalization, have attained the status of citizenship, and authorized … annually a proclamation calling upon officials of the government to display the flag on all government buildings on that day. Also, by joint resolution of August 2, 1956 (36 U.S.C. 159), the Congress designated the week beginning September 17 and ending September 23 of each year as ``Constitution Week'' in recognition of the historic importance of the Constitution and the significant role it plays in our lives today.

"Now, Therefore, I, [Heidi Franco, Mayor of Heber City] do hereby proclaim September 17, 1987, as **Constitution and Citizenship Day** and

call upon appropriate government officials to display the flag of the United States on all government buildings. I urge [all]… to conduct ceremonies and programs that day to commemorate the occasion.

"Furthermore, I proclaim the week beginning **September 17 and ending September 23, [2023], as Constitution Week**, and I urge all Americans to observe that week with appropriate ceremonies and activities in their schools, churches, and other suitable places. *[I also urge all Heber Citizens to register to vote and make an informed choice in the upcoming City Council election.]*

"In Witness Whereof, I have hereunto set my hand this [Fifth Day of September] in the year of our Lord [Two thousand and twenty-three] and of the Independence of the United States of America [in] the two [hundredth and thirty sixth year since the writing of the U.S. Constitution.]"

https://www.reaganlibrary.gov/archives/speech/proclamation-5694-citizenship-day-and-constitution-week-1987

2023

encircle

This is Encircle

encircletogether.org

No Sides, Only Love.

Encircle's mission is to bring the family & community together to enable LGBTQ+ youth to thrive.



Our Approach

Therapy
Subsidized, specialized therapy for LGBTQ+ youth and families

A Safe Space
Havens that look and feel like home, open every weekday

Friendship Circles
Age-based and identity-based support groups

Youth and Family Programs
Creativity-based offerings fostering community, connection, and improved mental health

2023

Encircle Therapy

Encircle Therapy provides affirming, accessible, world-class mental health care for LGBTQ+ people and their family members.

Financial Assistance
Encircle Therapy provides low-cost and no-cost therapy for those with financial need. A therapist will provide more details during your initial consultation.

Insurance Coverage
Encircle Therapy is covered by many insurance providers.
Your provider may have stipulations about co-pays or session fees.

Teletherapy available.
Encircle Therapy sessions are now conducted both in-person and online at encircletherapy.org



Our Outcomes

Authenticity
Humans thrive when they are able to be their true, genuine self

Social Connection
Healthy social connections are consistently and positively associated with all indicators of psychological well-being

Positive Emotional Experiences
People who have positive emotions in their everyday lives tend to be happier, healthier, learn better, and get along well with others

Psychological and Emotional Skills
Skills like sharing emotions, countering negative thought patterns, and mindful acceptance of emotion all contribute to greater mental health and increased well-being

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	Consider Ordinance 2023-31 Adopting the Impact Fee Enactment for the Heber City North Village Area Streets and Storm Water Impact Fees
RESPONSIBLE:	Russ Funk, Susie Becker (ZPF)
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Community Development Infrastructure Sustainability

SUMMARY

The purpose of this item is to present updates to the North Village Transportation Impact Fee Facilities Plan (IFFP), Proposed Impact Fee Analyses (IFAs) for Transportation and Storm Water in the North Village area, Hold a Public Hearing, receive input from the City Council and the Public, and seek Council approval of the Impact Fee Enactment by Ordinance.

RECOMMENDATION

Approval of Ordinance 2023-31 updating the North Village IFFP and adopting the North Village Transportation and Storm Water (IFAs) and Enacting the Proposed Impact Fees

BACKGROUND

In 2022, The Heber City Council approved Ordinance 2022-24 adopting the North Village Transportation and Storm Water Master Plans and Impact Fee Facility Plans (IFFPs). Zions Public Finance (ZPF) was then hired to complete the IFAs for each study, to provide calculations and recommendations for impact fees to fund the improvements identified in the Impact Fee Facility Plans.

DISCUSSION

While coordinating with ZPF to answer questions relating to the Impact Fee Analysis, Horrocks re-analyzed some of the transportation projects identified in the original IFFP/Master Plan and recommended some updates. The memo explaining the changes and an updated project map and cost have been included in the Attachments. The updates do not add or remove projects, but generally consist of changes to road classifications.

ZPF has prepared a presentation outlining the proposed IFAs. In summary, the IFAs recommend the following new Impact Fees for the North Village area of Heber City:

- Transportation Impact Fee: $ 370.52 / Trip

- Storm Water Impact Fee: $ 4,604.94 / ERU

It should be understood that these are the maximum Impact Fees that can be charged per the analysis, and that the Council has the discretion to establish a lower fee if desired. However, if a lower fee is established, another funding source would need to be identified to make up the difference in order to fund the projects identified in the IFFP/Master Plan. Staff recommends adopting the maximum fee to help ensure adequate funds are available to complete the planned projects.

Currently, some of the North Village Developers are planning to fund the required improvements using a Public Improvement District (PID). If a PID is used, then a credit against the impact fees will need to be provided to be fair and equitable. The IFAs include a note accounting for this situation.

It should also be understood that State Code doesn't allow impact fees to become effective until 90 days after the day on which the impact fee enactment is approved. If the enactment is approved on September 5th, the new impact fees would take effect on December 4, 2023.

FISCAL IMPACT

Impact Fees collected will be used to construct improvements outlined in the IFFP or reimburse developers for oversizing improvements consistent with the IFFP.

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, Engineering Director

EXHIBITS

1. Update to NV Transportation IFFP
2. NV Streets IFA
3. NV Storm Water IFA
4. ZPF IFA Power Point
5. Ordinance 2023-31

HORROCKS ENGINEERS

728 West 100 South
Heber, Utah 84032
435-654-2226

WWW.HORROCKS.COM

July 31, 2023

Heber City Corporation
Attn: Russell Funk P.E.
75 North Main
Heber City, Utah 84032

Subject: 2022 To 2042 North Village Master Plan - Chapter 4 Streets Addendum

Horrocks Engineers recently reviewed projects identified in the 2022 To 2042 North Village Master Plan - Chapter 4 Streets section to determine the portion of the project costs that could be funded through impact fees. The following is a summary of that analysis.

The North Village Master Plan identified major projects, along with their costs, that will be constructed over a 20-year planning period to support growth and development in the North Village. Zions Bank is preparing an impact fee analysis for this area and requested information regarding the impact fee eligible portion of planned project costs to complete their study. To determine the impact fee eligible portions, Horrocks Engineers reviewed the computer model originally prepared for the North Village road network shown in attached Figure 1. Trips generated by the various developments in the area were distributed along each road segment in the model to determine the proportionate costs for Development, the City, and City impact fees. A list of the projects identified in the master plan and the impact fee eligible portions of each project are shown in the attached Table 6.

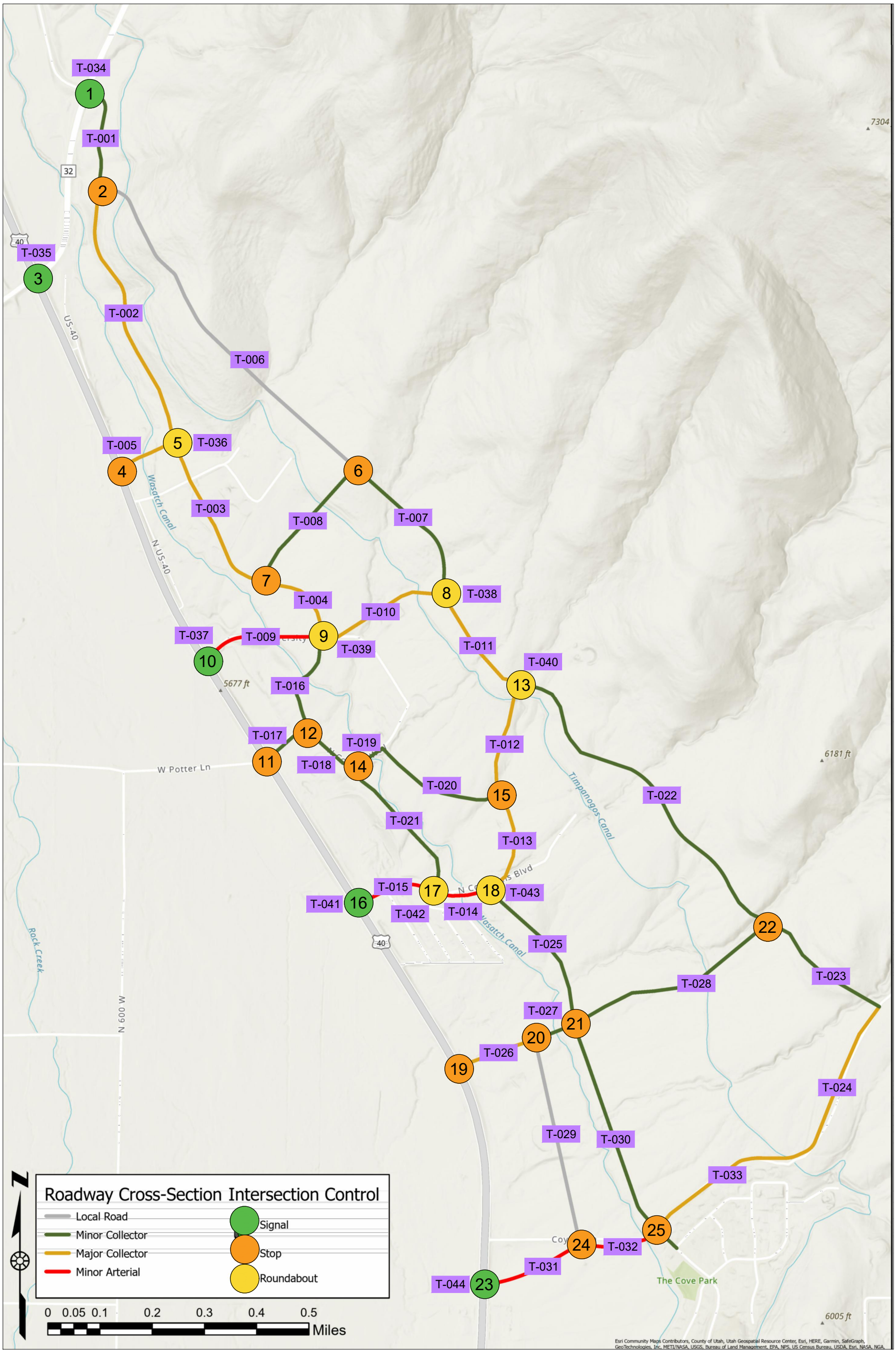
After re-analyzing the projects based on updated development plans, several projects changed road classifications from what was shown in the original master plan. To match the modeling results the road classifications for the following projects were revised. Individual project costs in the original report were also adjusted to reflect updated information.

1. T-001. Changed from a Major Collector to a Minor Collector.
2. T-024 and T-026. Changed from Minor Collectors to Major Collectors.
3. T-014, T-031, and T-032. Changed from Major Collectors to Minor Arterials.
4. Intersection 21 and 25. Consider need for roundabout when road widening occurs.

Please call our office with any additional questions or concerns regarding this project.
Sincerely,

HORROCKS ENGINEERS

Bart L Mumford, P.E.
Attachments
cc: File



Horrocks.
2162 WEST GROVE PARKWAY
SUITE #100
PLEASANT GROVE, UT 84062
(801) 763-5100

Roadway & Intersection Project Locations
Heber North Village

FIGURE 1

SCALE: N/A

DATE: 7/2023

Table 6: Estimated Cost of Street Improvements

ULT	CIP #	Recommended Improvements	ROW	Total Cost	Funding Proportionate Share Analysis							
					Operating		Developer		Other[1]		Impact Fee	
					%	$	%	$	%	$	%	$
	T-001	Road F - East of SR32 to Local Road A	68	$1,350,100	0%	$0	92%	$1,242,092	0%	$0	8%	$108,008
	T-002	Road F - Road A to Moulton Ln	85	$3,738,197	0%	$0	78%	$2,915,793	0%	$0	22%	$822,403
	T-003	Road F - Moulton Ln to Road B	85	$2,403,126	0%	$0	78%	$1,874,439	0%	$0	22%	$528,688
	T-004	Road F - Road B to University Ave	85	$1,335,070	0%	$0	78%	$1,041,355	0%	$0	22%	$293,715
	T-005	Moulton Ln (shifted north) - US40 to Road F	85	$801,042	0%	$0	78%	$624,813	0%	$0	22%	$176,229
	T-006	Local Road A - Road F to Road B*	62	$4,143,721	0%	$0	100%	$4,143,721	0%	$0	0%	$0
	T-007	Road A - Road B to University Ave*	68	$1,912,642	0%	$0	92%	$1,759,630	0%	$0	8%	$153,011
	T-008	Road B - Road F to Road A*	68	$1,687,625	0%	$0	92%	$1,552,615	0%	$0	8%	$135,010
	T-009	University Ave - US40 to Road F*	95	$842,873	0%	$0	61%	$514,153	0%	$0	39%	$328,721
	T-010	University Ave - Road F to Road A*	85	$1,869,098	0%	$0	78%	$1,457,897	0%	$0	22%	$411,202
	T-011	University Ave - Road A to Commons Blvd*	85	$1,735,591	0%	$0	78%	$1,353,761	0%	$0	22%	$381,830
	T-012	Commons Blvd - University Ave to Road E	85	$1,602,084	0%	$0	78%	$1,249,626	0%	$0	22%	$352,459
	T-013	Commons Blvd- Road E to Valley Hills Blvd	85	$1,468,577	0%	$0	78%	$1,145,490	0%	$0	22%	$323,087
	T-014	Commons Blvd - Valley Hills Blvd to Road D*	95	$890,195	0%	$0	78%	$694,352	0%	$0	22%	$195,843
	T-015	Commons Blvd - US40 to Road D	95	$561,916	0%	$0	61%	$342,768	0%	$0	39%	$219,147
	T-016	Road C - University Ave to College Way*	68	$1,125,083	0%	$0	92%	$1,035,077	0%	$0	8%	$90,007
	T-017	College Way - US40 to Road C	68	$257,447	0%	$0	92%	$236,851	0%	$0	8%	$20,596
	T-018	College Way - Road C to Road D	68	$787,558	0%	$0	92%	$724,554	0%	$0	8%	$63,005
	T-019	College Way - Road D to Collage PL*	68	$450,033	0%	$0	92%	$414,031	0%	$0	8%	$36,003
	T-020	Road E - College PL to Commons Blvd	68	$1,575,117	0%	$0	92%	$1,449,107	0%	$0	8%	$126,009
	T-021	Road D - College Way to Commons Blvd	68	$1,800,134	0%	$0	92%	$1,656,123	0%	$0	8%	$144,011
	T-022	Coyote View Dr - Commons Blvd to Fitzgerald Dr	68	$4,275,317	0%	$0	92%	$3,933,292	0%	$0	8%	$342,025
	T-023	Coyote View Dr - Fitzgerald Dr to Coyote Cyn Pkwy	68	$1,912,642	0%	$0	92%	$1,759,630	0%	$0	8%	$153,011
	T-024	Coyote Cyn Pkwy - Coyote View Dr to Timp Canal	85	$1,110,900	0%	$0	78%	$866,502	0%	$0	22%	$244,398
	T-025	Valley Hills Blvd - Commons Blvd to Fitzgerald Dr	68	$2,025,150	0%	$0	92%	$1,863,138	0%	$0	8%	$162,012
	T-026	Fitzgerald Dr - US40 to Ostler Peak Rd	85	$1,068,056	0%	$0	78%	$833,084	0%	$0	22%	$234,972
	T-027	Fitzgerald Dr - Ostler Peak Rd to Valley Hills Blvd*	68	$562,542	0%	$0	92%	$517,538	0%	$0	8%	$45,003
	T-028	Fitzgerald Dr - Valley Hills Blvd to Coyote View Dr*	68	$2,587,692	0%	$0	92%	$2,380,677	0%	$0	8%	$207,015
	T-029	Ostler Peak Rd - Fitzgerald Dr to Coyote Cyn Pkwy	68	$2,475,184	0%	$0	100%	$2,475,184	0%	$0	0%	$0
	T-030	Valley Hills Blvd - Fitzgerald Dr to Coyote Cyn Pkwy	68	$2,587,692	0%	$0	92%	$2,380,677	0%	$0	8%	$207,015
	T-031	Coyote Cyn Pkwy - US40 to Ostler Peak Rd	95	$772,634	0%	$0	71%	$548,570	0%	$0	29%	$224,064
	T-032	Coyote Cyn Pkwy - Ostler Peak Rd to Valley Hills Blvd*	95	$632,155	0%	$0	71%	$448,830	0%	$0	29%	$183,325
	T-033	Coyote Cyn Pkwy - Valley Hills Blvd to Timp Canal*	85	$1,049,183	0%	$0	78%	$818,363	0%	$0	22%	$230,820
	T-034	Intersection 1 - UDOT Traffic Signal (SR32)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-035	Intersection 3 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-036	Intersection 5 - Single Lane Roundabout	0	$1,035,000	0%	$0	0%	$0	0%	$0	100%	$1,035,000
	T-037	Intersection 10 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-038	Intersection 8 - Single Lane Roundabout	0	$1,035,000	0%	$0	0%	$0	0%	$0	100%	$1,035,000
	T-039	Intersection 9 - Multi Lane Roundabout	0	$1,035,000	0%	$0	0%	$0	0%	$0	100%	$1,035,000
	T-040	Intersection 13 - Single Lane Roundabout	0	$1,380,000	0%	$0	0%	$0	0%	$0	100%	$1,380,000
	T-041	Intersection 16 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-042	Intersection 17 - Multi Lane Roundabout	0	$1,380,000	0%	$0	0%	$0	0%	$0	100%	$1,380,000
	T-043	Intersection 18 - Multi Lane Roundabout	0	$1,380,000	0%	$0	0%	$0	0%	$0	100%	$1,380,000
	T-044	Intersection 23 - UDOT Traffic Signal (US40)	0	$690,000	0%	$0	0%	$0	0%	$0	100%	$690,000
	T-045	North Village Master Plan Update (5 yr x 4 Ea)	0	$192,000	0%	$0	0%	$0	0%	$0	100%	$192,000
		TOTAL EXPENDITURES		**$64,283,378**		**$0**		**$46,253,733**		**$0**		**$18,029,645**

Estimated Total Trips 2022 to 2040 = 13,250

Estimated Total Trips Ultimate Buildout = 51,922

North Village - Heber City



DRAFT Transportation Impact Fee Analysis



Zions Public Finance, Inc.
August 2023

Transportation Impact Fee Analysis

Summary

This Impact Fee Analysis ("IFA") is based on the information provided in the Impact Fee Facilities Plan for Street System North Village Master Plan ("IFFP") prepared by Heber City and Horrocks Engineers in September 2022 and the 2022 To 2042 North Village Master Plan - Chapter 4 Streets Addendum dated July 31, 2023.

Projected Growth. The IFFP projects that new development in the North Village will grow by 13,250 average daily trips ("ADTs") between 2022 and 2040 – from 2,969 ADTs in 2022 to 16,219 ADTs in 2040. By 2032, ADTs are projected to grow to 7,398 ADTs – an increase of 4,429 ADTs over 2022 levels. This growth will require the construction of significant transportation improvements for a LOS C in the North Village (IFFP 4-21).

Service Levels. The IFFP states that the current level of service (LOS) is LOS C or better for all roadways (IFFP, 4-3) in Heber and that roadway improvements in the North Village are designed to meet current service levels and the demands of new development.

Service Area. The service area includes North Village as defined in detail in the IFFP (1-1). Generally, the area includes south of SR 32 and east of US 40; and north of SR 32 and east of US 40. The total North Village area covers approximately 3,080 acres.

Excess Capacity. This is a new development area and there are currently no road improvements with excess capacity.

New Construction. The IFFP identifies a total of 45 projects at a total cost of $64,283,376. Developers will be responsible for $46,253,733, with impact fees the funding source for the remaining $18,029,644.

Other Costs. Other eligible costs include the cost of preparing the Transportation IFFP and IFA.

Credits. There are no credits necessary in the calculation of impact fees as there is no impact fee fund balance for North Village and there are no bonds outstanding. All of the new construction projects are for new development in the area.

Proportionate Share Analysis. A summary of the proportionate share analysis is as follows:

TABLE 1: PROPORTIONATE SHARE ANALYSIS

Summary	Amount
New Construction	$347.24
Consultant Cost	$23.28
Cost per Trip	**$370.52**

The cost per trip is $370.52. The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the cost per unit of development type. Table 2 below shows basic categories from the ITE manual, 11th edition for which the City can charge impact fees and illustrates

how fees are calculated based on the number of trips generated by land use type and trips per unit. For a land use type that does not fit easily into the categories in Table 2, the City may choose, at its discretion, to refer to additional land use categories as found in the ITE manual, 11th edition.

TABLE 2: MAXIMUM TRANSPORTATION IMPACT FEES BY MAJOR GROUPINGS

ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		3.37	$1,248.65
140	Manufacturing	1000 Sq. Feet Gross Floor Area	4.75		4.75	$1,759.97
150	Warehousing	1000 Sq. Feet Gross Floor Area	1.71		1.71	$633.59
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	1.45		1.45	$537.25
151	Mini-Warehouse	Storage Units (100s)	17.96		17.96	$6,654.54
210	Single-Family Detached Housing	Dwelling Unit	9.43		9.43	$3,494.00
215	Single-Family Attached Housing (shared wall with adjoining unit)	Dwelling Unit	7.20		7.20	$2,667.74
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	Dwelling Unit	6.74		6.74	$2,497.30
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	Dwelling Unit	4.54		4.54	$1,682.16
240	Mobile Home Park	Occupied Dwelling Unit	7.12		7.12	$2,638.10
254	Assisted Living	Bed	2.60		2.60	$963.35
310	Hotel	Room	7.99		7.99	$2,960.45
445	Movie Theater	1000 Sq. Feet Gross Floor Area	78.09		78.09	$28,933.90
520	Elementary School	Students	2.27		2.27	$841.08
522	Middle School / Junior High School	Students	2.10		2.10	$778.09
525	High School	Students	1.94		1.94	$718.81
530	Private School (K-8)	Students	4.11		4.11	$1,522.84
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$11,656.56
565	Day Care Center	1000 Sq. Feet Gross Floor Area	47.62	44%	26.67	$9,880.73
590	Library	1000 Sq. Feet Gross Floor Area	72.05		72.05	$26,695.96
610	Hospital	1000 Sq. Feet Gross Floor Area	10.77		10.77	$3,990.50
710	General Office Building	1000 Sq. Feet Gross Floor Area	10.84		10.84	$4,016.44
720	Medical-Dental Office Building - Stand-Alone	1000 Sq. Feet Gross Floor Area	36.00		36.00	$13,338.72
770	Business Park	1000 Sq. Feet Gross Floor Area	12.44		12.44	$4,609.27
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	17.05		17.05	$6,317.36
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	68.10		68.10	$25,232.40
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	37.01	29%	26.28	$9,736.19
821	Shopping Plaza (40-150k) - Supermarket - Yes	1000 Sq. Feet Gross Leasable Area	94.49	40%	56.69	$21,006.25
821	Shopping Plaza (40-150k) - Supermarket - No	1000 Sq. Feet Gross Leasable Area	67.52	40%	40.51	$15,010.50
822	Strip Retail Plaza (<40k)	1000 Sq. Feet Gross Leasable Area	54.45	40%	32.67	$12,104.88
840	Automobile Sales (New)	1000 Sq. Feet Gross Floor Area	27.84		27.84	$10,315.27
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	27.06		27.06	$10,026.27
848	Tire Store	1000 Sq. Feet Gross Floor Area	27.69	25%	20.77	$7,694.77
850	Supermarket	1000 Sq. Feet Gross Floor Area	93.84	24%	71.32	$26,424.89
851	Convenience Market	1000 Sq. Feet Gross Floor Area	762.28	51%	373.52	$138,395.55

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ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	100.35	35%	65.23	$24,168.09
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	107.20	43%	61.10	$22,640.25
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	450.49	55%	202.72	$75,111.98
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	467.48	55%	210.37	$77,944.79
942	Automobile Care Center ***	1000 Sq. Feet Gross Floor Area	23.72		23.72	$8,788.73
944	Gasoline/Service Station	Vehicle Fueling Position	172.01	57%	73.96	$27,405.24
945	Convenience Store/Gas Station - GFA (2-4k)	Vehicle Fueling Position	265.12	56%	116.65	$43,222.18
945	Convenience Store/Gas Station - GFA (4-5.5k)	Vehicle Fueling Position	257.13	56%	113.14	$41,919.58
945	Convenience Store/Gas Station - GFA (5.5-10k)	Vehicle Fueling Position	345.75	56%	152.13	$56,367.19
947	Self Service Car Wash	Wash Stall	108.00		108.00	$40,016.15

Impact fees will only be charged in areas that are not already paying for the impact-fee eligible portion of the improvements outlined in this study through a Public Infrastructure District (PID).

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance Inc., to prepare this Impact Fee Analysis in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

(1) An impact fee analysis shall:

(a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

(b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

(c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

(d) estimate the proportionate share of:
  (i) the costs for existing capacity that will be recouped; and
  (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and

(e) identify how the impact fee was calculated.

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

(a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

(b) the cost of system improvements for each public facility;

(c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

(d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;

(e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

(f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

(g) extraordinary costs, if any, in servicing the newly-developed properties; and

(h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

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Anticipated Impact on or Consumption of Any Existing Capacity of a Public Facility by the Anticipated Development Activity

Utah Code 11-36a-304(1)(a)

Consumption of Existing Capacity

There is no existing excess capacity in North Village's roadway system.

Anticipated Development Activity

Growth projections are as follows:

TABLE 3: GROWTH PROJECTIONS – ADTS

Description	ADTs
2022 ADTs	2,969
2032 ADTs	7,398
Growth in ADTs, 2022-2032	4,429
Total Capacity ADTs	51,922
Source: IFFP 4-22	

Identify the Anticipated Impact on System Improvements Required by the Anticipated Development Activity to Maintain the Established Level of Service for Each Public Facility and Demonstrate How the Anticipated Impacts are Reasonably Related to the New Development Activity

Utah Code 11-36a-304(1)(b)(c)

In order to maintain a LOS C in the North Village service area, the IFFP identifies a total of 45 roadway projects necessitated by new development. Total roadway costs are $64,283,376. Developers are responsible for $46,253,733 with the remaining $18,029,644 of costs impact-fee eligible.

TABLE 4: ROADWAY NEW CONSTRUCTION COSTS

Project #	Description	Cost	Developer	Impact Fee Eligible
T-001	Road F - East of SR 32 to Local Road A	$1,350,100	$1,242,092	$108,008
T-002	Road F - Road A to Moulton Ln	$3,738,197	$2,915,793	$822,403
T-003	Road F - Moulton Ln to Road B	$2,403,126	$1,874,439	$528,688
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T-036	Intersection 5 - Single Lane Roundabout	$1,035,000		$1,035,000
T-037	Intersection 10 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-038	Intersection 8 - Single Lane Roundabout (2-Way)	$1,035,000		$1,035,000
T-039	Intersection 9 - Multi-Lane Roundabout	$1,035,000		$1,035,000
T-040	Intersection 13 - Single Lane Roundabout (2-Way)	$1,380,000		$1,380,000
T-041	Intersection 16 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-042	Intersection 17 - Multi-Lane Roundabout	$1,380,000		$1,380,000
T-043	Intersection 18 - Multi-Lane Roundabout	$1,380,000		$1,380,000
T-044	Intersection 23 - UDOT Traffic Signal (US 40)	$690,000		$690,000
T-045	North Village Master Plan Update (5 yrs x 4 times)	$192,000		$192,000
	TOTAL	**$64,283,376**	**$46,253,733**	**$18,029,644**

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Estimate the Proportionate Share of (i) the Costs for Existing Capacity That Will Be Recouped; and (ii) The Costs of Impacts on System Improvements That Are Reasonably Related to the New Development Activity; and Identify How the Impact Fee was Calculated

Utah Code 11-36a-304(1)(d)(e)

New Construction Cost Calculation

In order to meet a LOS C consistent with the current LOS in the rest of Heber City, North Village will need to construct new facilities, as identified previously in Table 4. New construction costs per trip are calculated as shown in Table 5.

TABLE 5: PROPORTIONATE SHARE CALCULATION – NEW CONSTRUCTION COST

New Construction Cost	
New Construction Costs	$18,029,644
Total ADTs Capacity	51,922
Buildout Cost per Trip	**$347.24**
% of Development Capacity over Next 10 Years	9%
Cost to New Development 2022-2032	$1,538,012.87
Growth in ADTs, 2022-2032	4,429
Cost per Trip	**$347.24**

Other Cost Calculations

Utah law allows for the cost of developing the Impact Fee Facility Plan and Impact Fee Analysis to be included in the calculation of impact fees. These costs are then shared proportionately among the capacity trips of the new development.

TABLE 6: PROPORTIONATE SHARE CALCULATION – CONSULTING COSTS

Description	Amount
Horrocks	$95,589.82
ZPFI	$7,500
Growth in ADTs, 2022-2032	4,429
Consultant Cost per Trip	**$23.28**

Calculation of Credits

No credits need to be made because there is no existing impact fee fund balance and there are no outstanding bonds.

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Summary of Impact Fees

TABLE 7: SUMMARY OF COST PER TRIP

Summary	Amount
New Construction	$347.24
Consultant Cost	$23.28
Cost per Trip	**$370.52**

The cost per trip is $370.52.

The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to calculate the maximum impact fee per development type. Table 8 below shows basic categories from the ITE manual, 11th edition for which the City can charge impact fees and illustrates how fees are calculated based on the number of trips generated by land use type and trips per unit. For a land use type that does not fit easily into the categories in 8, the City may choose, at its discretion, to refer to additional land use categories as found in the ITE manual, 11th edition.

TABLE 8: SUMMARY OF MAXIMUM ALLOWABLE IMPACT FEES

ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		3.37	$1,248.65
140	Manufacturing	1000 Sq. Feet Gross Floor Area	4.75		4.75	$1,759.97
150	Warehousing	1000 Sq. Feet Gross Floor Area	1.71		1.71	$633.59
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	1.45		1.45	$537.25
151	Mini-Warehouse	Storage Units (100s)	17.96		17.96	$6,654.54
210	Single-Family Detached Housing	Dwelling Unit	9.43		9.43	$3,494.00
215	Single-Family Attached Housing (shared wall with adjoining unit)	Dwelling Unit	7.20		7.20	$2,667.74
220	Multifamily Housing (Low-Rise) - Not Close to Rail Transit	Dwelling Unit	6.74		6.74	$2,497.30
221	Multifamily Housing (Mid-Rise) - Not Close to Rail Transit 4-10 stories	Dwelling Unit	4.54		4.54	$1,682.16
240	Mobile Home Park	Occupied Dwelling Unit	7.12		7.12	$2,638.10
254	Assisted Living	Bed	2.60		2.60	$963.35
310	Hotel	Room	7.99		7.99	$2,960.45
445	Movie Theater	1000 Sq. Feet Gross Floor Area	78.09		78.09	$28,933.90
520	Elementary School	Students	2.27		2.27	$841.08
522	Middle School / Junior High School	Students	2.10		2.10	$778.09
525	High School	Students	1.94		1.94	$718.81
530	Private School (K-8)	Students	4.11		4.11	$1,522.84
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$11,656.56
565	Day Care Center	1000 Sq. Feet Gross Floor Area	47.62	44%	26.67	$9,880.73
590	Library	1000 Sq. Feet Gross Floor Area	72.05		72.05	$26,695.96
610	Hospital	1000 Sq. Feet Gross Floor Area	10.77		10.77	$3,990.50
710	General Office Building	1000 Sq. Feet Gross Floor Area	10.84		10.84	$4,016.44

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ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
720	Medical-Dental Office Building - Stand-Alone	1000 Sq. Feet Gross Floor Area	36.00		36.00	$13,338.72
770	Business Park	1000 Sq. Feet Gross Floor Area	12.44		12.44	$4,609.27
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	17.05		17.05	$6,317.36
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	68.10		68.10	$25,232.40
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	37.01	29%	26.28	$9,736.19
821	Shopping Plaza (40-150k) - Supermarket - Yes	1000 Sq. Feet Gross Leasable Area	94.49	40%	56.69	$21,006.25
821	Shopping Plaza (40-150k) - Supermarket - No	1000 Sq. Feet Gross Leasable Area	67.52	40%	40.51	$15,010.50
822	Strip Retail Plaza (<40k)	1000 Sq. Feet Gross Leasable Area	54.45	40%	32.67	$12,104.88
840	Automobile Sales (New)	1000 Sq. Feet Gross Floor Area	27.84		27.84	$10,315.27
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	27.06		27.06	$10,026.27
848	Tire Store	1000 Sq. Feet Gross Floor Area	27.69	25%	20.77	$7,694.77
850	Supermarket	1000 Sq. Feet Gross Floor Area	93.84	24%	71.32	$26,424.89
851	Convenience Market	1000 Sq. Feet Gross Floor Area	762.28	51%	373.52	$138,395.55
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	100.35	35%	65.23	$24,168.09
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	107.20	43%	61.10	$22,640.25
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	450.49	55%	202.72	$75,111.98
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	467.48	55%	210.37	$77,944.79
942	Automobile Care Center ***	1000 Sq. Feet Gross Floor Area	23.72		23.72	$8,788.73
944	Gasoline/Service Station	Vehicle Fueling Position	172.01	57%	73.96	$27,405.24
945	Convenience Store/Gas Station - GFA (2-4k)	Vehicle Fueling Position	265.12	56%	116.65	$43,222.18
945	Convenience Store/Gas Station - GFA (4-5.5k)	Vehicle Fueling Position	257.13	56%	113.14	$41,919.58
945	Convenience Store/Gas Station - GFA (5.5-10k)	Vehicle Fueling Position	345.75	56%	152.13	$56,367.19
947	Self Service Car Wash	Wash Stall	108.00		108.00	$40,016.15

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
    a. costs of operation and maintenance of public facilities; or
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;

3. Offsets costs with grants or other alternate sources of payment; and

4. Complies in each and every relevant respect with the Impact Fees Act.

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North Village – Heber City



DRAFT Storm Water Impact Fee Analysis



Zions Public Finance, Inc.
May 2023

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Executive Summary

Background Information

Zions Public Finance, Inc. (ZPFI) has prepared this Impact Fee Analysis ("IFA") for the calculation of appropriate storm water impact fees in the North Village service area in Heber City (the "City"). This IFA relies on Heber's North Village Impact Fee Facilities Plan ("IFFP") for Storm Water prepared by Horrocks Engineers in September 2022 regarding future storm water capital facility needs, cost, and timing.

An impact fee is a one-time fee imposed on new development activity to mitigate the impact of new development on capital facilities. The recommended impact fee structure presented in this analysis has been prepared to satisfy the Impact Fees Act, Utah Code Ann. § 11-36a-101 et. seq., and represents the maximum impact fees that the City may assess in the North Village service area. The City will be required to use revenue sources other than impact fees to fund any projects that constitute repair and replacement, cure any existing deficiencies, or increase the level of service for existing users.

Service Area. The service area of this Impact Fee Analysis ("IFA") includes North Village as defined in detail in the IFFP (1-1). Generally, the North Village area covers the portions east of US 40 and south of SR 32; and some areas north of SR 32 and east of US 40. The total North Village area covers approximately 3,080 acres.

Level of Service. The IFFP says, "The City's Storm Water Design Manual (SWDM) provides requirements for storm water design throughout the City. In addition to the requirements found in the SWDM, recommended control methods for handling future storm water runoff from development in North Village include the following:

- Collaboration and Participation in this North Village Storm Water Master Plan
- Full retention of storm water to eliminate downstream discharge and to capture pollutants
- Pretreatment pollutant removal devices designed specifically for the project
- Construction site runoff control
- Regular maintenance and good housekeeping
- Public education and outreach on pollutant control
- Facility inventory management
- Storm Water Management Agreements."

Growth Projections. By 2032, North Village is expected to grow by 800 equivalent residential units ("ERUs") - from 414 ERUs to 1,214 ERUS. By 2042, North Village is expected to grow by 1,725 ERUs – from 414 ERUs to 2,139 ERUs.

Excess Capacity. There is no existing, excess storm water capacity in North Village.

New Improvements. The IFFP identifies 35 projects, plus master plans, at a total cost of $22,234,083 attributable to new development in North Village.

Other Costs. Other impact-fee eligible costs include the cost of preparing the Storm Water IFFP and IFA.

Credits. No credits need to be made on the storm water impact fee as there is no existing impact fee fund balance and no outstanding bonds.

Proportionate Share Analysis and Impact Fee Calculation

Utah Code 11-36a-304(1)(d) and (e) and (2)(a) and (b)

New development will be required to pay for its fair share of the construction of new system improvements necessitated by new development, as well as consultant costs. **The maximum impact fee calculated is $4,604.94 per ERU.**

TABLE 1: SUMMARY OF MAXIMUM IMPACT FEES PER ERU

Summary	
New Construction	$4,562.71
Consultant Costs	$42.23
Maximum Fee per ERU	**$4,604.94**

Overview of the Storm Water Impact Fees

Summary

An impact fee is intended to recover the City's costs of building storm water system capacity to serve new residential and non-residential development rather than passing all these growth-related costs on to existing users through rates. The Utah Impact Fees Act allows only certain costs to be included in an impact fee so that only the fair cost of expansionary projects or existing unused capacity paid for by the City is assessed through an impact fee.

Costs to be Included in the Impact Fee

The impact fees proposed in this analysis are calculated based upon:

- New capital infrastructure for storm water systems that will serve new development; and
- Professional and planning expenses related to the construction of system improvements that will serve new development.

The costs that cannot be included in an impact fee are as follows:

- Costs for projects that cure system deficiencies;
- Costs for projects that increase the Level of Service (LOS) above that which is currently provided;
- Operations and maintenance costs;
- Costs of facilities funded by grants or other funds that the City does not have to repay; and
- Costs of reconstruction of facilities that do not have capacity to serve new growth.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained ZPFI to prepare this IFA in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

(1) An impact fee analysis shall:
- (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
- (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
- (c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
- (d) estimate the proportionate share of:
  - (i) the costs for existing capacity that will be recouped; and
  - (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
- (e) identify how the impact fee was calculated.

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
- (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
- (b) the cost of system improvements for each public facility;
- (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
- (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
- (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- (g) extraordinary costs, if any, in servicing the newly-developed properties; and
- (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees

Utah Code states that for purposes of calculating an impact fee, a local political subdivision or private entity may include:
- (a) the construction contract price;
- (b) the cost of acquiring land, improvements, materials, and fixtures;

(c) the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

(d) for political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment

Utah Code states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Impact from Growth Upon Storm Water Facilities and Level of Service

Utah Code 11-36a-304(1)(a)(c)

Storm Water Service Area

The service area of this Impact Fee Analysis ("IFA") includes North Village as defined in detail in the IFFP (1-1). Generally, the North Village area covers the portions east of US 40 and south of SR 32; and some areas north of SR 32 and east of US 40. The total North Village area covers approximately 3,080 acres.

Growth in Demand

By 2032, North Village is expected to grow by 800 ERUs - from 414 ERUs to 1,214 ERUS. By 2042, North Village is expected to grow by 1,725 ERUs – from 414 ERUs to 2,139 ERUs.

TABLE 2: STORM WATER GROWTH PROJECTIONS

Year	Residential ERUs	Non-Residential ERUs	TOTAL ERUs
2022	414	-	414
2023	481	-	481
2024	553	5.00	558
2025	629	10.00	639
2026	708	15.00	723
2027	790	16.80	807
2028	872	18.82	891
2029	953	21.07	974
2030	1,032	23.60	1,056
2031	1,107	25.25	1,132
2032	1,187	27.02	1,214
2033	1,272	28.91	1,301

Year	Residential ERUs	Non-Residential ERUs	TOTAL ERUs
2034	1,351	30.94	1,382
2035	1,434	33.10	1,467
2036	1,522	35.09	1,557
2037	1,615	37.20	1,652
2038	1,714	39.43	1,753
2039	1,801	41.79	1,843
2040	1,893	44.30	1,937
2041	1,989	46.52	2,036
2042	2,090	48.84	2,139
Growth, 2022-2042	**1,676**	**49**	**1,725**

Existing and Proposed Level of Service Analysis

There is currently no storm water system in the North Village area. The IFFP states, "The City's Storm Water Design Manual (SWDM) provides requirements for storm water design throughout the City. In addition to the requirements found in the SWDM, recommended control methods for handling future storm water runoff from development in North Village include the following:

- Collaboration and Participation in this North Village Storm Water Master Plan
- Full retention of storm water to eliminate downstream discharge and to capture pollutants
- Pretreatment pollutant removal devices designed specifically for the project
- Construction site runoff control
- Regular maintenance and good housekeeping
- Public education and outreach on pollutant control
- Facility inventory management
- Storm Water Management Agreements"

Impact on Capacity from Development Activity

Utah Code 11-36a-304(1)(a)

Existing Capacity

According to the IFFP, there is no existing storm water system in the North Village area and therefore no excess capacity in the storm water system. Therefore, new development cannot be charged a buy-in fee as a part of the proposed storm water impact fee.

System Improvements Required from Development Activity

Utah Code 11-36a-304(1)(b)(c), (2)(b)

Impact on System Improvements by Anticipated New Development

Storm water improvements are required to meet storm water service levels. The means by which the City will meet growth demands include constructing the following projects as set forth in the IFFP.

TABLE 3: NEW SYSTEM IMPROVEMENTS

Project #	Description	Cost
D-01SA	Upper Detention Basin (Coyote)	$3,798,433
D-01B	Intermediate Detention Basin (Coyote)	$755,851
D-01C	US40 Retention Basin - Coyote	$287,519
D-01D	Timp Canal Crossing - Coyote	$297,596
D-01E	Wasatch Canal Crossing - Coyote	$297,596
D-02A	Upper Detention Basin - Fitzgerald	$576,932
D-02B	Intermediate Detention Basin - Fitzgerald	$1,353,959
D-02C	US40 Retention Basin - Fitzgerald	$287,519
D-02D	Timp Canal Crossing - Fitzgerald	$252,200
D-02E	Wasatch Canal Crossing - Fitzgerald	$252,200
D-03A	Upper Detention Basin - Commons	$2,600,738
D-03B	Intermediate Detention Basins - Commons	$1,531,420
D-03C	US40 Retention Basin - Commons	$897,061
D-03D	Timp Canal Crossing - Commons	$297,596
D-03E	Wasatch Canal Crossing - Commons	$297,596
D-04A	Upper Detention Basin - Highlands	$781,302
D-04B	Intermediate Detention Basins - Highlands	$276,050
D-04C	US40 Retention Basin - Highlands	$287,519
D-04D	Timp Canal Crossing - Highlands	$297,596
D-04E	Wasatch Canal Crossing - Highlands	$252,200
D-05A	Upper Detention Basin - UVU	$312,142
D-05B	Intermediate Detention Basins - UVU	$98,589
D-05C	US40 Retention Basin - UVU	$287,519
D-05D	Timp Canal Crossing - UVU	$252,200
D-05E	Wasatch Canal Crossing - UVU	$252,200
D-06A	Upper Detention Basin - Views	$838,531
D-06B	Intermediate Detention Basins - Views	$118,307
D-06C	US40 Retention Basin - Views	$287,519
D-06D	Timp Canal Crossing - Views	$297,596
D-06E	Wasatch Canal Crossing - Views	$297,596
D-07A	Upper Detention Basin - Crossings	$2,334,237
D-07B	Intermediate Detention Basins - Crossings	$131,452
D-07C	US40 Retention Basin - Crossings	$287,519
D-07D	Timp Canal Crossing - Crossings	$351,593

Project #	Description	Cost
D-07E	Wasatch Canal Crossing - Crossings	$252,200
D-08A	Master Plan Updates every 5 years (4 times)	$156,000
	TOTAL	**$22,234,083**

Relation of Anticipated Development Activity to Impacts on System Improvements

The demand for storm water improvements by new development activity is attributed to the increased ERUs related to both residential and nonresidential growth.

Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(e)

Maximum Legal Storm Water Impact Fee per Acre

The Impact Fees Act requires the Impact Fee Analysis to estimate the proportionate share of the future costs for system improvements that benefit new growth that can be recouped through impact fees.

Buy-in to Existing, Excess Capacity

There is no storm water system in place in the North Village area and therefore there is no existing, excess capacity. No buy-in component is factored into the impact fee calculation.

New Construction

New system improvements necessary for the North Village area are shown in Table 3 of this IFA. The total cost of new improvements is $22,234,083.

TABLE 4: PROPORTIONATE SHARE ANALYSIS, NEW CONSTRUCTION NECESSITATED BY NEW DEVELOPMENT

New Construction	Amount
Total Projected Costs	$22,234,083
Total ERU Capacity	4,873
Growth in ERUs 2022-2032	800.02
% of Capacity Consumed, 2022-2032	16%
Cost Attributable to 2022-2032	$3,650,258.79
Total Cost per ERU	**$4,562.71**

Consultant Costs

The Impact Fees Act allows for fees charged to include the reimbursement of consultant costs incurred in the preparation of the IFA.

Consultant costs are estimated at $42.23 per ERU to prepare the IFFP and IFA that was necessary to calculate defensible impact fees.

TABLE 5: PROPORTIONATE SHARE ANALYSIS, CONSULTANT COSTS

Consultant Costs	Amount
Horrocks	$65,340.75
ZPFI	$7,500.00
Total Consultant Cost	$72,840.75
Growth in ERUs	1,725
Consultant Cost per ERU	**$42.23**

Impact Fee Fund Balance

There are no storm water impact fees currently in place for North Village and therefore there is no impact fee fund balance for which a credit must be made.

Summary of Impact Fees

The calculated maximum impact fee per ERU is $4,604.94.

TABLE 6: SUMMARY OF MAXIMUM IMPACT FEE

Summary	
New Construction	$4,562.71
Consultant Costs	$42.23
TOTAL Cost per ERU	**$4,604.94**

Manner of Financing, Credits, Etc.

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g) and (h)

An impact fee is a one-time fee that is implemented by a local government on new development to fund and pay for the proportionate costs of public facilities (system improvements) that are needed to serve new development. As a matter of policy and legislative discretion, a City may choose to have new development pay the full cost of its proportionate share of new public facilities and existing facilities that have excess capacity to service new development through impact fees. Alternatively, local governments may elect to subsidize new development by using other sources of revenue (user charges, special assessments, bonds, taxes, grants) to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost of the new facilities and the other sources of revenue.

At the current time, impact fees are the sole source of identified funding for the projects listed in the IFFP but to the extent that any are identified and received in the future, then impact fees will be reduced accordingly. The City has found that it is necessary to charge an impact fee to provide the required level of service in North Village.

Additional system improvements beyond those funded through impact fees that are desired to raise the level of service will be paid for by the community through other revenue sources such as user charges, special assessments, General Obligation bonds, general taxes, etc.

Impact Fee Credits

The Impact Fees Act requires that the IFA consider the relative extent to which new development activity will contribute to financing the excess capacity of and system improvements for new and public facilities, by such means as user charges, special assessments, or payment from the proceeds of general taxes so that new development is not charged twice.

In terms of new facilities, all impact fee amounts collected must be spent for the specific project improvements identified in the IFFP and incorporated into this IFA. Impact fees are required to be used within six years of collection unless it identifies an extraordinary and compelling reason why the fees should be held longer than six years; and an absolute date by which the fees will be expended.

No user fees, special assessments, etc., are contemplated to offset any of the costs associated with the new storm water facilities.

Credits may also be paid back to developers who have constructed or directly funded system improvements that are identified in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions for project improvements. Any item for which a developer receives credit should be included in the approved infrastructure and must be agreed upon with the City before construction begins.

If a public improvement district (PID) is created and used to fund some of the infrastructure listed in the IFFP, then impact fees will need to be reduced or eliminated to account for the system improvements built with PID funds.

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid.
2. Does not include:
    a. costs of operation and maintenance of public facilities; or
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.

Heber City North Village Impact Fees

August 31, 2023

ZIONS PUBLIC FINANCE, INC.

WHAT IS AN IMPACT FEE?

- One-time fee charged to new development to offset the capital costs associated with new development
- Can only cover the costs of *system* improvements
- Must have an Impact Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA)

Impact Fee Facilities Plan (IFFP)

- Existing service levels
- Proposed service levels
- Excess capacity

- Demand created by new development
- Consumption of excess capacity
- New facilities needed and cost

Impact Fee Analysis (IFA)

- Proportionate share analysis
- “Buy-In” excess capacity component
- Construction cost of new facilities
- Other costs – engineering, financial, fund balances
- Financing and credits

Description	ADTs
2022 ADTs	2,969
2032 ADTs	7,398
Growth in ADTs, 2022-2032	4,429
Total Capacity ADTs	51,922

Source: IFFP 4-22

New Construction Cost	
New Construction Costs	$18,029,644
Total ADTs Capacity	51,922
Buildout Cost per Trip	**$347.24**
% of Development Capacity over Next 10 Years	9%
Cost to New Development 2022-2032	$1,538,012.87
Growth in ADTs, 2022-2032	4,429
Cost per Trip	**$347.24**

TRANSPORTATION IMPACT FEES

ITE Code	ITE Land Use, 11th Edition	Unit	ITE Daily Trip Rate*	Pass-By	Adjusted Trip Rate	Max Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		3.37	$1,248.65
210	Single-Family Detached Housing	Dwelling Unit	9.43		9.43	$3,494.00
520	Elementary School	Students	2.27		2.27	$841.08
560	Church	1000 Sq. Feet Gross Floor Area	31.46		31.46	$11,656.56
565	Day Care Center	1000 Sq. Feet Gross Floor Area	47.62	44%	26.67	$9,880.73
710	General Office Building	1000 Sq. Feet Gross Floor Area	10.84		10.84	$4,016.44
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	37.01	29%	26.28	$9,736.19
851	Convenience Market	1000 Sq. Feet Gross Floor Area	762.28	51%	373.52	$138,395.55
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	107.20	43%	61.10	$22,640.25
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	467.48	55%	210.37	$77,944.79

Year	Residential ERUs	Non-Residential ERUs	TOTAL ERUs
2022	414	-	414
2042	2,090	49	2,139
Growth, 2022-2042	**1,676**	**49**	**1,725**

New Construction	Amount
Total Projected Costs	$22,234,083
Total ERU Capacity	4,873
Growth in ERUs 2022-2032	800.02
% of Capacity Consumed, 2022-2032	16%
Cost Attributable to 2022-2032	$3,650,258.79
Total Cost per ERU	**$4,562.71**

Summary	Amount
New Construction	$4,562.71
Consultant Costs	$42.23
TOTAL Cost per ERU	**$4,604.94**

ORDINANCE NO. 2023-31

AN ORDINANCE ADOPTING AN UPDATE TO THE NORTH VILLAGE TRANSPORTATION MASTER PLAN AND ADOPTING THE NORTH VILLAGE TRANSPORTATION AND STORM WATER IMPACT FEE ANALYSES TO ENACT TRANSPORTATION AND STORM WATER IMPACT FEES

WHEREAS, Heber City (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah Law; and

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code Annotated, as amended ("Impact Fees Act" or "Act"), to impose Impact Fees as a condition of development approval, which Impact Fees are used to defray capital infrastructure costs for systems improvements attributable to growth activity; and

WHEREAS, the City and its consultants have prepared an update to the Impact Fee Facilities Plan ("IFFP") and Impact Fee Analysis ("IFA"), depicted in Exhibit A, prepared by Horrocks and Zion Public Finance, Inc., as per the requirements of the Utah Impact Fees Act; and

WHEREAS, the City has previously enacted the required Impact Fee provisions of Title 11, Chapter 36, Section 402, of the Utah Code into Chapter 15.16 of Heber City's Municipal Code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL, THE CITY'S CONSOLIDATED FEE SCHEDULE, AS SET FORTH IN SECTION 3.15 OF THE HEBER CITY MUNICIPAL CODE, IS AMENDED TO UPDATE THE PARKS, RECREATION, OPEN SPACE AND TRAILS IMPACT FEES AS FOLLOWS:

USE	IMPACT FEE
NV Transportation Impact Fee (per Trip)	$370.52
NV Storm Water Impact Fee (per ERU)	$4,604.94

An automatic annual adjustment will be made to these fees each January 1st to account for inflationary factors. The adjustment will be based on the percent change in the Engineering News Record (ENR) 20 City Construction Cost Index between the December index of the current and preceding year.

Consistent with Utah State Code, Section 11-36a-401 (2), the revised Impact Fees adopted by this ordinance shall take effect 90 days after enactment on _____.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____

APPROVED:

_____

Mayor Heidi Franco

ATTEST:

_____ Date:_____

Recorder

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	Public Hearing for Ordinance 2023-32 approving the College Downs Annexation and associated Master Development Agreement (MDA)
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The City received a petition for the College Downs Annexation on February 4, 2022. The proposed annexation contains 20.35 acres, encompassing the petitioner's property (18.53 acres and a small sliver of UVU's property (1.82 acres). The proposed annexation is contiguous to the City.

The Planning Commission reviewed the proposed annexation on June 14, 2022 and provided a recommendation of approval to the City Council. The council has been reviewing the annexation since August 2, 2022 in a series of work meetings. The next step for the annexation is to hold a public hearing, noticed for at least 7 days, and adopt an ordinance approving the annexation.

RECOMMENDATION

Staff recommends Council hold the public hearing, discuss the proposed MDA and adopt Ordinance 2023-32, approving the College Downs Annexation and associated MDA.

BACKGROUND

The process thus for the annexation includes the following:

1. January 14, 2022: Notice of Intent to submit annexation petition
2. February 4, 2022: Annexation Petition submitted.
3. March 1, 2022: City Council acceptance of annexation petition.
4. March 14, 2022: Petition Certification by City Recorder.
5. March 14 - April 14, 2022: Protest Period.
6. May 12, 2022: Development Review Committee.
7. June 14, 2022: Planning Commission Review
8. August 2, 2022 City Council Work Meeting
9. October 18, 2022 City Council Work Meeting
10. March 21, 2023 City Council Work Meeting
11. May 16, 2023 City Council Work Meeting
12. September 5, 2023 City Council Public Hearing

College Downs Annexation appeared before Council on May 16, 2023 to discuss moving forward with the annexation. Council provided comments as follows:

1. Density must meet City Zoning requirements.
2. Make the development feel less like a parking lot.

The draft MDA has been modified in redline/strikeout based on discussions with Council. The City attorney has reviewed the document and is suggesting modifications as shown in current MDA draft.

DISCUSSION

The City's General Plan Land Use Map identifies the future land use of the property as UV Village, a high intensity mixed use zone surrounding and including the UVU Campus.

With Wasatch County, the development contained 11.12 ERUs per acre, as the development was approved with a development agreement and recorded subdivision plat years ago under the County's original North Village Overlay Zone that permits higher densities than current County Zoning. The County's current zoning for the property is Town Core and Village Center, both of which permit 6 ERUs per acre, much less than the approved plan. The City's UV zoning permits 6 ERUs per acre. The developer is proposing 7.18 ERUs per acre, which is less than the proposed development in the County and less than originally proposed by the petitioner to the City.

Pros to approving the proposed annexation include: 1) less density than proposed in the county; 2) assurance of implementing the City's Transportation, Storm Water, North Village Overlay Zone and General Plan; 3) financial benefits; 4) job and housing creation for the UVU campus; and 5) Heber City controlling land uses along its primary entrance.

Cons: none identified.

FISCAL IMPACT

The proposed development will create jobs, and provide commercial property tax and sales tax, resulting in a positive impact to the City's budget of $219,604 per year to the City's budget.

CONCLUSION

1. College Downs Annexation is:

- Part of North Village Town Center;
- Consistent with Annexation Policy Plan;
- Consistent with Envision Heber 2050; &
- Consistent with NVOZ.

2. College Downs furthers General Plan by:

- Promoting quality neighborhoods;

- Promoting the town center;
- Promoting recreation, parks & trails;
- Promoting affordable housing; &
- Promoting economic development.

3. The MDA requires developer to go above minimum code requirements for:

- Providing Affordable Housing @ 60% AMI;
- Prohibiting short term rentals;
- Requiring Restrictive Covenants (CCRs);
- Compliance with UDOT standards;
- Timing of commercial properties;
- 20 ERUs must be commercial;
- Preservation Fee of $2,500/ERU;
- Max Height of 3 stories along Hwy 40;
- Limits density to less than County;
- Participation in Fiber Optic Service.
- Compliance with open space, trails, storm water & street master plans; &
- Conformance to NVSSD water policy.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Staff Recommended Option – Approve

I move to **ADOPT Ordinance 2023-32,** approving the College Downs Annexation and associated MDA as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 – Approve as Amended

I move to **ADOPT Ordinance 2023-32**, approving the College Downs Annexation and associated MDA with the findings and conditions as presented in the conclusion above, with the following

changes:

_____

_____

Alternative 3 – Continue

I move to **CONTINUE Ordinance 2023-32** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

_____

_____

Alternative 4 – Deny

I move to **DENY Ordinance 2023-32** with the following findings.

_____

_____

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Ord 2023-32 College Downs Annexation
2. College Downs MDA
3. Concept Plan 3July2023
4. College Downs Presentation 09-05-23

ORDINANCE NO. 2023-32

AN ORDINANCE APPROVING THE COLLEGE DOWNS ANNEXATION LOCATED AT APPROXIMATELY 2800 NORTH HIGHWAY 40.

BE IT ORDAINED by the City Council of Heber City, Utah, the properties described in Exhibit A, as illustrated in Exhibit B, are hereby annexed into the City of Heber City, Utah, and the properties contained therein shall initially have the zoning designation of North Village Overlay Zone (NVOZ).

This Ordinance shall take effect immediately upon passage, but not prior to the execution of the Master Development Agreements illustrated in Exhibit C.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

EXHIBIT A: LEGAL DESCRIPTION

DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°30'00" WEST ALONG THE SECTION LINE 132.85 FEET AND WEST 654.07 FEET FROM THE FOUND WASATCH COUNTY ALUMINUM CAP MARKING EH EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°00'23" WEST 1201.64 FEET TO THE HEBER CITY BOUNDARY AS SHOWN ON THE NORTH VILLAGE ANNEXATION PLAT; THENCE ALONG SAID HEBER CITY BOUNDARY AND THE NORTH VILLAGE ANNEXATION PLAT THE FOLLOWING 22 (TWENTY TWO) CALLS: 1. NORTH 42°02'19" EAST 253.96 FEET, 2. NORTH 89°51'56" EAST 493.00 FEET, 3. SOUTH 42°15'26" EAST 71.50 FEET, 4. ALONG THE ARC OF A 463.93 FOOT RADIUS CURVE TO THE LEFT 66.76 FEET (CHORD BEARS SOUTH 46°22'46" EAST 66.70 FEET), 5. SOUTH 50°30'06" EAST 70.63 FEET, 6. ALONG THE ARC OF A 226.74 FOOT RADIUS CURVE TO THE RIGHT 97.65 FEET (CHORD BEARS SOUTH 38°09'48" EAST 96.90 FEET), 7. SOUTH 25°49'31" EAST 80.79 FEET, 8. ALONG THE ARC OF A 234.73 FOOT RADIUS CURVE TO THE LEFT 109.51 FEET (CHORD BEARS SOUTH 39°11'26" EAST 108.52 FEET), 9. SOUTH 52°33'20" EAST 46.06 FEET, 10. ALONG THE ARC OF A 95.72 FOOT RADIUS CURVE TO THE RIGHT 27.55 FEET (CHORD BEARS SOUTH 44°18'34" EAST 27.46 FEET), 11. SOUTH 36°03'49" EAST 17.11 FEET, 12. ALONG THE ARC OF A 84.88 FOOT RADIUS CURVE TO THE LEFT 74.84 FEET (CHORD BEARS SOUTH 61°19'17" EAST 72.44 FEET), 13. SOUTH 86°34'45" EAST 55.03 FEET, 14. ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT 41.05 FEET (CHORD BEAR SOUTH 69°46'38" EAST 40.47 FEET), 15. NORTH 39°00'43" EAST 134.19 FEET, 16. SOUTH 00°28'04" EAST 215.78 FEET, 17. SOUTH 22°22'27" WEST 568.62 FEET, 18. NORTH 50°59'17" WEST 229.73 FEET, 19. ALONG THE ARC OF A 138.00 FOOT RADIUS CURVE TO THE LEFT 109.61 FEET (CHORD BEARS SOUTH 61°40'19" WEST 106.75 FEET), 20. SOUTH 39°00'43" WEST 127.93 FEET, 21. ALONG THE ARC OF A 248.00 FOOT RADIUS CURVE TO THE RIGHT 39.75 FEET (CHORD BEARS SOUTH 43°36'15" WEST 39.71 FEET), AND 22. SOUTH 48°11'46" WEST 70.25 FEET TO THE POINT OF BEGINNING.

AREA = 20.35 ACRES

PARCELS

00-0020-8333
00-0020-8335
00-0020-8334

EXHIBIT B: ANNEXATION PLAT

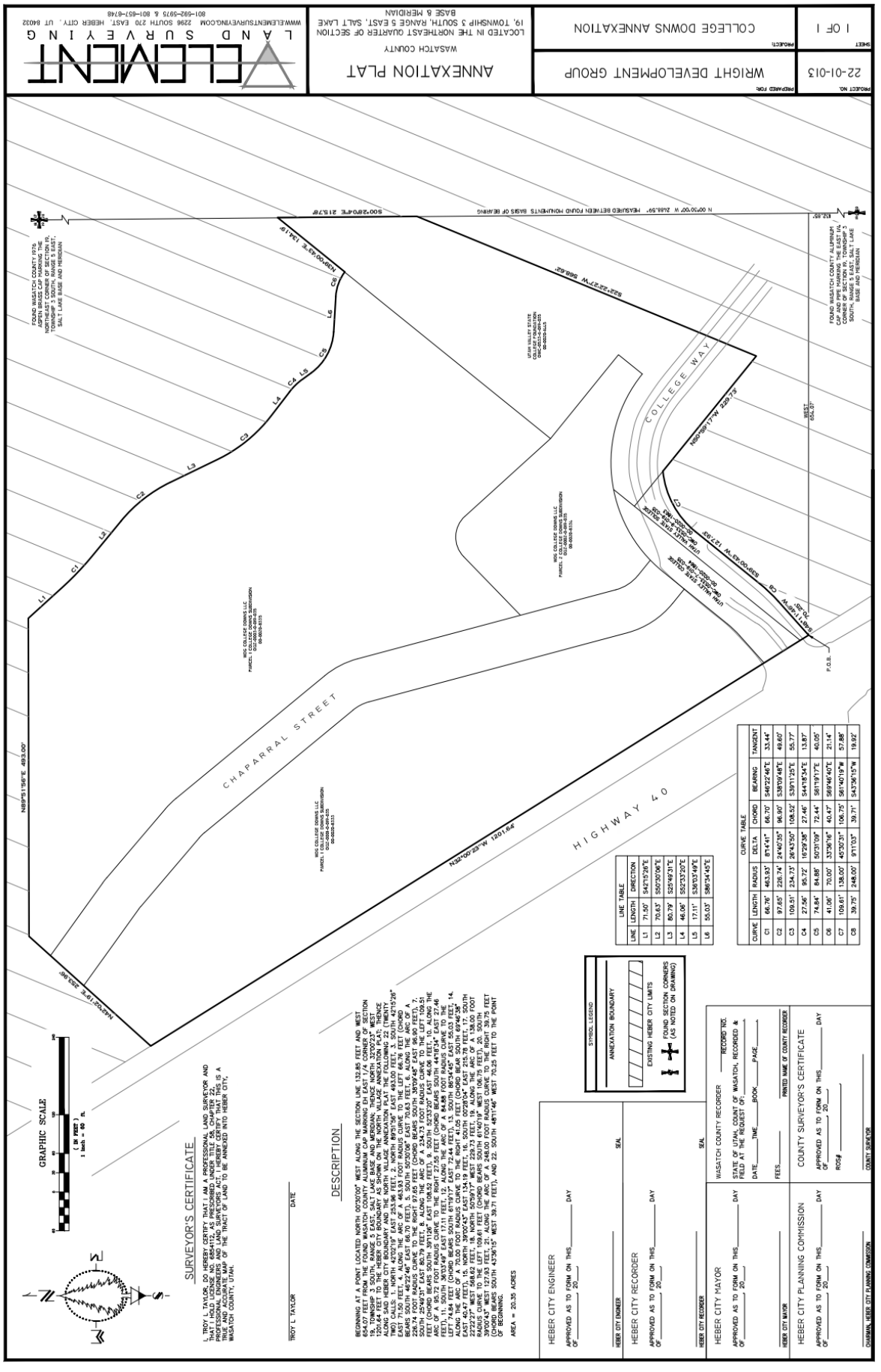


EXHIBIT C: MASTER DEVELOPMENT AGREEMENT

WHEN RECORDED, RETURN TO:

Heber City
Attention: City Recorder
75 North Main Street
Heber City, Utah 84032

Tax Parcel Nos.: 00-0020-8333, 00-0020-8335 and 00-0020-8334

(Space above for Recorder's use only.)

DEVELOPMENT AGREEMENT FOR THE COLLEGE DOWNS MIXED USE DEVELOPMENT

THIS DEVELOPMENT AGREEMENT FOR THE COLLEGE DOWNS MIXED USE DEVELOPMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 2023, by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and WDG COLLEGE DOWNS LLC, a Utah limited liability company ("**WDG**"). Each of WDG and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. WDG is the owner of approximately 17 acres (including Chaparral Street) of undeveloped real property located between University Ave and College Way on the east side of Hwy 40 (Parcel Nos. 00-0020-8333, 00-0020-8335 and 00-0020-8334) in Wasatch County, State of Utah (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.

B. On _____, 2023, the City approved and adopted a Conceptual Site Plan for the Project (the "**Site Plan**"), subject to the Parties entering into this Agreement and the agreeing to annexation of the Property into the City.

C. The Site Plan for the Property provides for a mixed-use development, including recreational and open space uses. All such uses shall be consistent with the permitted uses in the North Village Overlay Zone ("NVOZ").

D. This Agreement and the Site Plan meets the intent of, and is guided by, the Envision 2050 Heber General Plan.

E. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of WDG and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed-use project in

accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and WDG hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions. Incorporation.** The foregoing Recitals and **Exhibits A** through **D** are hereby incorporated into this Agreement.

1.2 **Definitions**Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2023), as amended.

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 17.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Agreement** has the meaning set forth in the preamble and includes all Exhibits attached hereto.

1.2.5 **Public Gathering Areas** means any public owned area or public park identified on the Site Plan that is intended to provide services to the community at large.

1.2.6 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.7 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2023).

1.2.8 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.9 **CC&Rs** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.10 **Capital Facilities Plan** means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

1.2.11 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.12 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.13 **City Updated North Village Street Master Plan** shall mean the City's Street Master Plan and Street Capital Facilities Plan.

1.2.14 **City Updated North Village Stormwater Master Plan** shall have the meaning provided in Paragraph 12.3.

1.2.15 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

1.2.16 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

1.2.17 **Council** means the elected City Council of the City.

1.2.18 **Default** shall have the meaning provided in Paragraph 14.

1.2.19 **Design Guidelines** means the design guidelines referenced in the North Village Over Lay Zone.

1.2.20 **Developer** shall have the meaning provided in Paragraph 22.

1.2.21 **Development Application** means an application to the City for development of a portion of the Project, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.22 **Development Property** shall have the meaning provided in Section 22.1.

1.2.23 **Development Report** means a report containing the information specified in Section 3.4 submitted to the City by WDG or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from WDG.

1.2.24 **Development Unit** means either a commercial or residential use of property with respect to which an ERU calculation can be applied in accordance with this Agreement.

1.2.25 **Effective Date** means the date on which the later of both the following shall have occurred: the Parties have executed this Agreement and the City's annexation of the Property has been completed and takes effect pursuant to Utah Code Ann. §10-2-425.

1.2.26 **Development Entitlements** shall have the meaning provided in Section 3.1 of this Agreement.

1.2.27 **Equivalent Residential Unit (ERU)** means the residential density allocated to: (a) any given Residential Unit when measured against a single-family dwelling unit, which measure shall be determined pursuant to Section 18.21.020.2.2(2) of the City's Vested Laws; and (b) commercial ERUs will be calculated as provided in Section 18.21.020.2.2(2) of the City's Vested Laws. For purposes of clarity, the Parties agree that no ERUs shall be allocated to schools and churches.

1.2.28 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.29 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40.

1.2.30 **Homeowners' Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.31 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.* (2023), as amended.

1.2.32 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.33 **Intended Uses** means the use of all or portions of the Project for open spaces, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Site Plan.

1.2.34 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.35 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.36 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.37 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.38 **North Fields** means that certain real property located generally west of the Property and generally depicted on **Exhibit C** attached hereto.

1.2.39 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.40 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.41 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.42 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on-site upon private property within the development.

1.2.43 **Open Space** means the following: all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; sidewalks, street tree plantings and medians; ballfields and recreational spaces (including, without limitation, any such facilities provided by or upon a school or church site, excepting areas within building footprints other than community gardens); drains and detention basins and swells, canals, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Site Plan.

1.2.44 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.45 **Parcel** means an area identified on the Site Plan with a specific land use designation that is intended to be further subdivided for future development.

1.2.46 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.47 **Phase** means the development of a portion of the Project.

1.2.48 **Planning Commission** means the City's Planning Commission.

1.2.49 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the Site Plan.

1.2.50 **Property Owner or Property Owners** means WDG and any other successor-in-interest to WDG as an owner of the Property or any portion

thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.51 **Site Plan** means the Site Plan attached as **Exhibit B**.

1.2.52 **Sub-developer** means any Person that obtains title to a Parcel from a Developer for development.

1.2.53 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.54 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. § 11-36a-102(21). System Improvements shall be defined as set out in the North Village Capital Facilities Plans and Master Plans.

1.2.55 **Zone** means the City's North Village Overlay District Zone.

1.2.56 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's Vested Laws or the City's Future Laws, then this Agreement shall supersede and take precedence.

3. **Development of the Property in Compliance with the Site Plan.**

3.1 **Project Density.** Property Owners shall be entitled to and are vested with the right to develop and construct up to 107 residential ERUs and up to 20 commercial ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the "**Density Entitlements**"). The Density Entitlements include the 5 residential ERUs of the Low Income Housing as detailed in Section 3.6 of this Agreement.

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City ordinances set forth in Chapter 17.20 Plans of the City's Vested Laws. The street configurations, building types and locations, and general layout shall comply with Site Plan.

3.3 **Use of Density.** Notwithstanding the maximum gross density permitted under the Zone, WDG may allocate the Development Entitlements among any Subdivision within the Project;

3.4 **Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by WDG to a Developer or Sub-developer, WDG shall provide the City with a written document specifying the identity of the Person to whom the Parcel is sold, the allocation, if any, of any Development ERUs associated with such Parcel, and the Open Space requirements and/or obligations associated with such Parcel. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, WDG shall provide the City Recorder with a development report (a "**Development Report**") identifying the Parcel(s) sold, the Residential Development ERU and/or other type of use or Development Unit allocated with the Parcel(s), the Development ERU remaining with WDG and any material effects of the sale on the Site Plan.

3.4.1 Return of Unused Density. If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development ERU shall automatically revert back to WDG. Such Development ERU shall be accounted for in any subsequent Development Report that WDG, or any of its successors in interest may be required to file with the City Recorder.

3.5 **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel.

3.6 **Low Income Housing Requirements.** Developer shall construct not less than 5 ERUs of Low Income Housing within the Development. Low Income or Affordable Housing shall be sold or rented, as applicable, to individuals or families with an income of 60% or less of the average median income (AMI) in Wasatch County, Utah and the monthly cost shall not be more than 30% of a household's income. Low Income Housing units shall be deed restricted to maintain the same level of affordability in perpetuity. WDG shall reasonably disperse the Low Income Housing units throughout the Project. WDG shall also be entitled to allocate any such Low Income Housing requirements to Developers and/or Sub developers as WDG may elect. The Low Income Housing ERUs shall be developed on a proportional basis with the development. Developer and the City shall follow and comply with any deed restrictions as outlined in Chapter 18.102 of the City's

Vested Laws. WDG may not pay a fee in lieu to fulfill the requirements of the Low Income Housing unless specifically agreed to by the City.

3.6.1 Allocation of Low Income Housing. At least one half of the required affordable housing (ERUs) shall be sold to parties that shall be required to reside in the units as their primary residence, with a specific restriction on any units that are sold that prevent such units from being rented. ERUs constructed as Low Income Housing in the Project shall be deed restricted and preserved in perpetuity for those income qualified at 60% or less of the Average Medium Income for Wasatch County, Utah.

3.6.2 Rights of First Offer. Heber City, or its designee, shall have the first right to purchase any all affordable dwelling units that are offered for sale on an individual basis (a.k.a. AMI deed restricted properties, or affordable deed restricted units) ("City ROFR"). Such City ROFR shall not apply to the sale of the entire Project by WDG or its then current owner. If Heber City does not exercise or execute on its City ROFR, then WDG, and its successors, shall grant or cause the applicable Developers and/or Sub-developers to grant employees of the following entities, in descending order of priority, a right to purchase Low Income Housing constructed, operated and offered for sale on an individual basis as affordable housing and available within the Project and that are offered for sale on an individual basis to income qualifying households otherwise meeting the requirements of this Agreement: the **City**, the Wasatch County School District (the "**District**") and Wasatch County (the "**County**"). If employees of the City, the District, and the County do not exercise their respective first rights, the applicable Low Income Housing Units may be sold, as the case may be, to members of the general public meeting the income qualification requirements, employed in Wasatch County and living or desiring to live in Wasatch County.

3.6.3 Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes.

a. Prior to transfer of ownership from Developer/ Owner of any Affordable Housing Units/ Homes, Developer/ Owner shall negotiate and enter into with the City a **Deed Restrictions Covenant** (which shall be recorded with the Wasatch County Recorder) that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Units/homes. Some of the terms of such a Covenant should include, but shall not be limited to the following:

1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by

the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

2. The City shall forever retain the right to purchase any and all Affordable housing units that are offered for sale to individual owners, in perpetuity, pursuant to such a Covenant running with the land and units. Such City ROFR shall not apply to a sale of the entire Project.

3. The City shall have the right to enforce the terms of such a Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Heber City Police Department shall be authorized to investigate certain affordable housing violations and to issue citations pursuant to applicable City Code and State Statute. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to the enforced by Unit Owners against each other.

4. At least 50% of the required affordable ERUs shall be Owner/Renter-Occupied unless a Unit Owner/Renter shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each of these Unit Owners/Renter shall occupy the Unit as a Primary Residence. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase, or otherwise acquire any other direct or indirect interest in real property while the Unit owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary if such trust's corpus contains any other real property.

5. The Unit Owner shall send Notice to the City of such Unit Owner's intent to sell the unit (the date of such Unit Owner's Notice to the City shall be the "Offer Date") and shall not Sell any interest in such Unit without written consent of the City.

3.6.4 **Off-site Low Income Housing.** The Developer and City may enter into a separate agreement to allow some or all of the affordable housing units to be constructed off site on property owned by the City, third parties or other entities.

3.6.5 **Timing.** At least 50% of the required Low Income Housing units shall be constructed no later than the construction of the first 30% of the Market Rate units. The full Low Income Housing requirement shall be completed no later than construction of the first 60% of the Market Rate units.

3.7. **Non-Residential Development Timing.** Any commercial areas shown upon the Master Plan for the development shall be rough graded and provided with access to adequate utilities to serve the land uses no later than the construction of 60% of the residential units within the development.

4. **Zoning and Vested Rights.**

4.1 **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement. Specifically, Developer and Owner acknowledge and agree that the Project must adhere to the City Updated North Village Storm Water and the North Village Street Master Plans.

4.2 **Current Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone. The North Village Overlay District Zone (Section 18.21.010 and Section 18.21.060 of the Heber City Code) was approved by the Council on March 16, 2021.

4.3 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of ten (10) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first

occurs, (the "**Term**"), unless it is terminated in accordance with Section 26. The Term may, at WDG's option, be extended for one (1) additional five (5) year period, provided WDG is not in material default of any provisions of this Agreement and after providing the City with written notice not less than six (6) months prior to the scheduled expiration date. Unless otherwise agreed between the Parties, WDG's vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

5. **Approval Processes for Development Applications.**

5.1 **Phasing.** The City acknowledges that WDG, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases.

6. **Open Space, Improved Public Parks, and Trails Requirements**

6.1 **Development Timing: Open Space, Neighborhood Parks, and Trails**. Neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. The City shall not be obligated to make final approval and place into warranty any public improvements located within or constructed in conjunction with the development of a particular Phase until the parks and trails located within such Phase have been constructed, or the City has received an improvement completion assurance in the form of either a cash escrow deposit, a letter of credit or such other form of completion assurance as may then be accepted by the City with respect to such parks and trails meeting the requirements of Utah Code § 10-9a-604.5. Open space, parks and trails shall comply with the requirements of the NVOZ.

6.2 **Dedication of Open Space or Trails**. Property within the canal easements shall be granted and dedicated by the Property Owner to the City, or other public entity as determined by the City. Dedication of Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property for Open Space and/or Trails. If trails are established solely for the internal use by Homeowners' Association, no public easement shall be granted by WDG or any

other Property Owner. Construction and dedication of the Highway 40 trail shall occur within the first phase of development.

6.3 **Maintenance of Open Space/or Trails**. Except as otherwise specifically provided in this Agreement, upon acceptance by the City of Trails and after formal possession, the City shall be responsible for maintaining the Public Trail after final inspection and acceptance of the applicable improvements included therein, if any. If the Trails are dedicated to an entity other than the City, the dedication shall provide for the maintenance of the applicable Trails. Unless approved by, and dedicated to the City, any associated landscaping with such Trails shall be maintained by the respective property owners association.

6.4 **Tax Benefits**. The City acknowledges that Property Owners may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. Property Owners shall have the sole responsibility to claim and qualify for any tax benefits sought by Property Owners by reason of the foregoing. The City shall reasonably cooperate with Property Owners to the maximum extent allowable under law to allow Property Owners to take advantage of any such tax benefits.

6.5 **North Fields Preservation**. WDG, for itself and with respect to each subsequent Owner of the Property, agrees that upon issuance of a building permit for a Development Unit, the Owner of such Development Unit shall pay to the City a fee equal to $2,500 per ERU or partial ERU attributable to such Development Unit (the "**North Fields Preservation Fee**"). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Low Income Housing Units.

7. **Public Improvements.**

7.1 **Utilities and On-Site Infrastructure.** WDG shall prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by the Capital Faculties Plan as a condition of approval of a Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 7.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing

such work. Parties contemplate that each Phase will be served by sanitary sewer, culinary water and secondary irrigation systems provided by others.

7.2 **Excess Improvements/Upsizing.** Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and WDG acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise "upsized" or upgraded (collectively, the "**Excess Improvements**") at the request of the City or other responsible Non-City Agency to serve, directly or indirectly, developments or future developments on land areas outside of the Project's boundaries or owned by parties other than Property Owners (collectively, the "**Benefitted Property**"). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by WDG:

7.2.1 **Reimbursements**. The City agrees that it shall reimburse the applicable Property Owners for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Subject to the City's approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from Impact Fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Property owners for installing Off-site System Improvements to serve their property as required by State law. Said pioneering agreements shall have a maximum duration of 10 years from the date of City's acceptance of associated improvements.

7.2.2 **Building Fee and Impact Fee Credits.** To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Property Owners for the amounts expended or costs incurred by the Property Owner in the construction of the Excess Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Impact Fees applicable to the Project.

7.2.3 **Backbone Improvements.** Property Owners shall not be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan.

7.3. **Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plan.** The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

7.5 **No Additional Off-Site Infrastructure Requirements.** Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. If Developer or Sub-developer is required to build Off-Site Infrastructure, and subject to the aforementioned 10 year limited duration, in the event pioneering agreements are used, the City would collect a pro-rata share from future, benefitting developers.

7.6. **Modifications of Infrastructure Locations and the Boundaries of the Development Areas.** The City acknowledges that the exact locations of On and Off-Site Infrastructure and the boundaries of the Parcels are conceptual in nature and that additional surveying, engineering and similar studies are needed to finalize lot locations, road and utility alignments as well as road and utility sizing. Therefore, Parcel boundaries, road and utility alignments and, subject to the requirements of this Agreement, infrastructure sizing may be further modified and revised upon the City's approval of subsequent Development Applications in accordance with subsequent subarea infrastructure Site Plans that will be prepared by Developer for each Phase, and the City's Vested Laws, all subject to City final approval.

7.7 **Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD).** The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and are capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat and/or phase being served before final approval for that particular plat is granted. Water for phases and all amenities shall be dedicated up front. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services.

7.8. **Water Rights.** Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers.

7.9. **Streets.** Street frontage shall be improved in compliance with the City's Standards and Specifications and the NVOZ.

Developers shall obtain UDOT access approval for any accesses onto a state highway, and shall comply with the Highway 40 Access Management Agreement.

7.10 **Off-Site Connectivity**. All trails, canals, ditches and roads shall connect with existing and internal trails, canals, ditches and roads located immediately adjacent to the Project such that there is consistent, smooth linkage and connectivity with any and all municipal systems.

8. **Cable/Fiber Optic Service.** Subject to all applicable federal and state laws, as well as the City's authorization and capacity to timely install in a reasonable manner all required infrastructure and provide such service, WDG agrees that the City shall be the sole cable/fiber optic network provider for the Development. The City shall install or cause to be installed all underground conduits necessary to make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project. WDG shall cooperate and reasonably accommodate the City's installation and development of said cable service/fiber optic network, (CFON). Notwithstanding the foregoing, Property Owners may contract with any cable TV/fiber optic and other communication provider of their own choice and grant an exclusive right of access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on such Property Owner's real property so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to cable, fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

9. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines, including but not

limited to architectural reviews, water efficiency, wildfire education, open space, and private street and storm water system maintenance. The CC&R's shall contain a blanket provision that prohibits the nightly rental of any residential unit located on the Property and indicate that the nightly rental prohibition was a condition of development approval and may not be amended without the permission of the City. Recordation of the CC&Rs and creation of such Property Owners' Associations shall be required at the time of Final Plat review and approval. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs and Design Guidelines.

10. **Fees & Bonding.**

10.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein.

10.2 **Bonding.** Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, for any on-site or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "**Security**"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails.

11. **Construction Standards and Requirements.**

11.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits in accordance with the City's Vested Laws. Developers and Sub-developers may apply for and obtain a grading permit following Preliminary Site Plan approval if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan and SWPPP and subject to a Land Disturbance Permit issued pursuant to Section 12 below.

11.2 **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

11.3 **Limitation to Four Stories.** No structure in the Project shall not exceed three stories along Highway 40 unless approved by the City Council.

12. **Grading, On-Site Processing of Natural Materials; Storm Water Management.**

12.1 **On-Site Processing of Natural Materials**. Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and subject to City's Vested Laws, may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the requisite Final Plat review and approval for such improvements. Any such uses shall not be considered gravel pits.

12.2 **Storm Water Management**. The Parties acknowledge that the City is presently contemplating a future regional storm water master plan (as finalized and adopted by the City, the "**City Updated North Village Stormwater Master Plan**"). Concurrent with Provision 4.1 above, WDG shall be required to comply with all future policies and standards of the North Village Stormwater Master Plan and associated Stormwater Design Manual, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter.

12.2.1 As a condition of annexation, as outlined in the **City Updated North Village Storm water Master Plan**, Developer and Property Owner shall restore or replace the historic, natural drainage channels downstream of the existing irrigation canals, as outlined and contemplated in the above referenced Master Plan.

12.3. **Future Transportation Plan.** The Parties acknowledge that the City is presently contemplating a future Updated North Village Transportation Plan (as finalized and adopted by the City, the (when finalized and adopted by the City, the "**City Updated North Village Transportation Plan**"). Concurrent with Provision 4.1 above, WDG shall be required to comply with all future policies and standards of the North Village Transportation Plan, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter.

13. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and

properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

14. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a **"Default"** under this Agreement.

14.1 **Notice**. Any notice of default (**"Default Notice"**) shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

14.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "**Cure Period**"). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

14.3. **Developer's Exclusive Remedy**. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO WDG, ITS SUCCESSORS OR ASSIGNS, OR ANY DEVELOPER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

14.4 **City's Remedies Upon Default.** In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer, until the Default has been cured.

City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

14.5. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing public interest and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing public interest, the City may impose the remedies of Section 14.4 without any further requirements or obligations to the Property Owners. The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

14.6. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

15. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Property Owners:

WDG COLLEGE DOWNS LLC
Attn: Spencer Wright
1178 West Legacy Crossing Blvd
Centerville, UT 84014

To the City:

City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032

15.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

15.1.1 **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

15.1.2 **Electronic Delivery.** Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

15.1.3 **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

15.1.4 **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

16. **Administrative Amendments.**16.1 **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

16.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

16.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

16.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by WDG or its successors.

16.1.4 **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

16.2 **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.16.2.1 **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

16.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

16.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in

writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 16.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

16.2.4 **City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

16.2.5 **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the Council for final adjudication. The Council shall be the final determining body for any and all Modification Applications.

17. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

17.1 **Submissions of Modification Applications.** Only the City or WDG or an assignee of WDG, approved in writing by the City, and one that succeeds to all of the rights and obligations of WDG under this Agreement may submit a Modification Application.

17.2 **Modification Application Contents.** Modification Applications shall:

17.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

17.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

17.2.3 **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

17.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and density of all such properties.

17.2.5 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

17.3. **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

17.4 **Planning Commission Review of Modification Applications.**

17.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

17.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation.

17.5 **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

17.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

17.7 **Mediation of Council's Objections to Modification Applications.** If the Council and Property Owners are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Property Owners shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen

(14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

17.8 **Amendments by WDG**. Notwithstanding any other provision in this Agreement to the contrary, WDG may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from WDG or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor WDG shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 17.

18. **Estoppel Certificate**. Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

19. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony with, and incorporated herein with this Agreement. This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

20. **Headings.** The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidences of intent.

21. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the

dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

22. **Assignability.**

22.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, WDG or its successor may sell any portion of the Property to one or more parties (each a "**Developer**" or "**Sub-developer**") at any time from and after the Effective Date. Each such transferred portion of the Property (each, a "**Development Property**") shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

22.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and liabilities of Property Owners hereunder with respect to the Development Property;

22.1.2 Developer and Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property only, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless WDG otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of WDG, which may be granted or withheld in WDG's sole discretion:

(ii) submit any design guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other design guidelines previously submitted by WDG Owners to the City in respect of the Development Property;

(iii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by WDG for the Development Property; or

(iv) propose or oppose any amendments, modifications or other alterations to this Agreement.

22.1.3 The City agrees not to accept or process any of the foregoing matters from a Developer and/or Sub-developer unless the matter has been approved by the owner of the Development Property.

22.1.4 WDG shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer's rights hereunder in respect of such Development Property, in each case without Developer and/or Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

23. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub - developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

24. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such

Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

25. **Termination.**

25.1 This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

(i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;

(ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;

(iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;

(iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,

(v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or

(vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

25.2 **Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of

the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the Development Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

25.3 **Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

26. **Insurance and Indemnification.** Each Property Owner shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Property Owner, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

27. **Hazardous, Toxic, and/or Contaminating Materials.** Each Owner shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Property Owner on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

28. **Binding Effect.** If WDG or another Property Owner conveys any portion of the Property to one or more Sub-developers, the property so conveyed shall have the same rights, privileges, Intended Uses and configurations, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

29. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

30. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

31. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

32. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

33. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and WDG each shall designate and appoint a representative to act as a liaison between the City and its various departments and WDG. The initial representative for the City shall be City Manager, or his designee and the initial representatives for WDG shall be Spencer Wright. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

34. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

35. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

36. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City,

and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

37. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

38. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

39. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

40. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

[Signatures appear on the following two pages.]

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

PROPERTY OWNER

WDG COLLEGE DOWNS LLC
Utah limited liability company

By: _____
Name: Spencer Wright
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:§.
CITY OF SALT LAKE)

On the _____ day of _____, 2023, personally appeared before me Spencer Wright, who being by me duly sworn, did say that he is the Manager of WDG COLLEGE DOWNS LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By:_____
Name:
Its:_____

Approved as to form and legality:

City Attorney

By:_____

Attest:

City Recorder

By:_____

EXHIBIT A

TO DEVELOPMENT AGREEMENT FOR COLLEGE DOWNS MIXED USE RESIDENTIAL DEVELOPMENT

Legal Description

BEGINNING AT A POINT LOCATED NORTH 00°30'00" WEST ALONG THE SECTION LINE 132.85 FEET AND WEST654.07 FEET FROM THE FOUND WASATCH COUNTY ALUMINUM CAP MARKING EH EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°00'23" WEST1201.64 FEET TO THE HEBER CITY BOUNDARY AS SHOWN ON THE NORTH VILLAGE ANNEXATION PLAT; THENCE ALONG SAID HEBER CITY BOUNDARY AND THE NORTH VILLAGE ANNEXATION PLAT THE FOLLOWING 22 (TWENTY TWO) CALLS: 1. NORTH 42°02'19" EAST 253.96 FEET, 2. NORTH 89°51'56" EAST 493.00 FEET, 3. SOUTH 42°15'26"EAST 71.50 FEET, 4. ALONG THE ARC OF A 463.93 FOOT RADIUS CURVE TO THE LEFT 66.76 FEET (CHORD BEARS SOUTH 46°22'46" EAST 66.70 FEET), 5. SOUTH 50°30'06" EAST 70.63 FEET, 6. ALONG THE ARC OF A226.74 FOOT RADIUS CURVE TO THE RIGHT 97.65 FEET (CHORD BEARS SOUTH 38°09'48" EAST 96.90 FEET), 7.SOUTH 25°49'31" EAST 80.79 FEET, 8. ALONG THE ARC OF A 234.73 FOOT RADIUS CURVE TO THE LEFT 109.51FEET (CHORD BEARS SOUTH 39°1126" EAST 108.52 FEET), 9. SOUTH 52°33'20" EAST 46.06 FEET, 10. ALONG THEARC OF A 95.72 FOOT RADIUS CURVE TO THE RIGHT 27.55 FEET (CHORD BEARS SOUTH 44°18'34" EAST 27.46FEET), 11. SOUTH 36°03'49" EAST 17.11 FEET, 12. ALONG THE ARC OF A 84.88 FOOT RADIUS CURVE TO THELEFT 74.84 FEET (CHORD BEARS SOUTH 61°19'17" EAST 72.44 FEET), 13. SOUTH 86°34'45" EAST 55.03 FEET, 14.ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT 41.05 FEET (CHORD BEAR SOUTH 69°46'38"EAST 40.47 FEET), 15. NORTH 39°00'43" EAST 134.19 FEET, 16. SOUTH 00°28'04" EAST 215.78 FEET, 17. SOUTH22°22'27" WEST 568.62 FEET, 18. NORTH 50°59'17" WEST 229.73 FEET, 19. ALONG THE ARC OF A 138.00 FOOTRADIUS CURVE TO THE LEFT 109.61 FEET (CHORD BEARS SOUTH 61°40'19" WEST 106.75 FEET), 20. SOUTH39°00'43" WEST 127.93 FEET, 21. ALONG THE ARC OF A 248.00 FOOT RADIUS CURVE TO THE RIGHT 39.75 FEET(CHORD BEARS SOUTH 43°36'15" WEST 39.71 FEET), AND 22. SOUTH 48°11'46" WEST 70.25 FEET TO THE POINTOF BEGINNING. AREA = 20.35 ACRES

EXHIBIT B
TO DEVELOPMENT AGREEMENT FOR COLLEGE DOWNS MIXED USE RESIDENTIAL DEVELOPMENT
Site Plan



EXHIBIT C
TO DEVELOPMENT AGREEMENT FOR COLLEGE DOWNS MIXED USE RESIDENTIAL DEVELOPMENT
North Fields

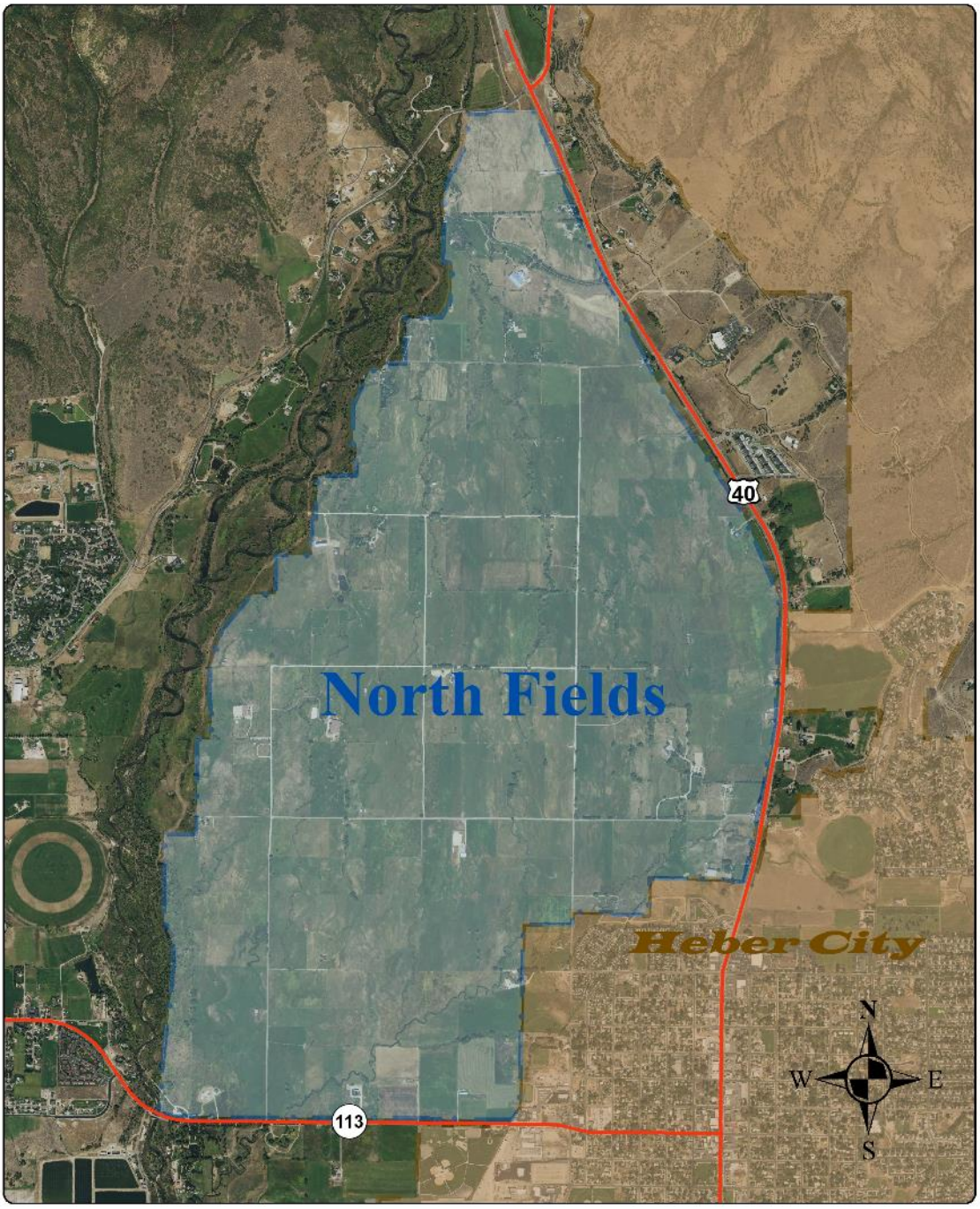


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR COLLEGE DOWNS MIXED USE RESIDENTIAL DEVELOPMENT

City's Vested Laws

For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.



WRIGHT DEVELOPMENT GROUP

COLLEGE DOWNS - CONCEPT SITE PLAN

ENVISION ARCHITECTURAL GROUP

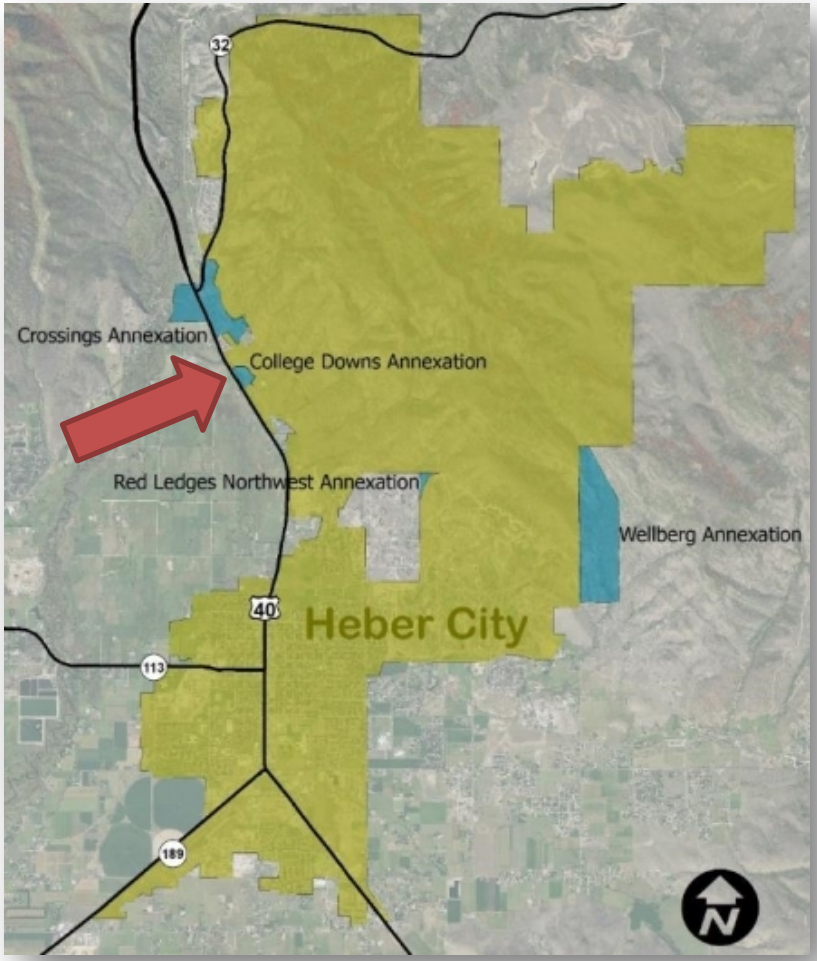
College Downs Annexation

September 5, 2023

Wright Development Group

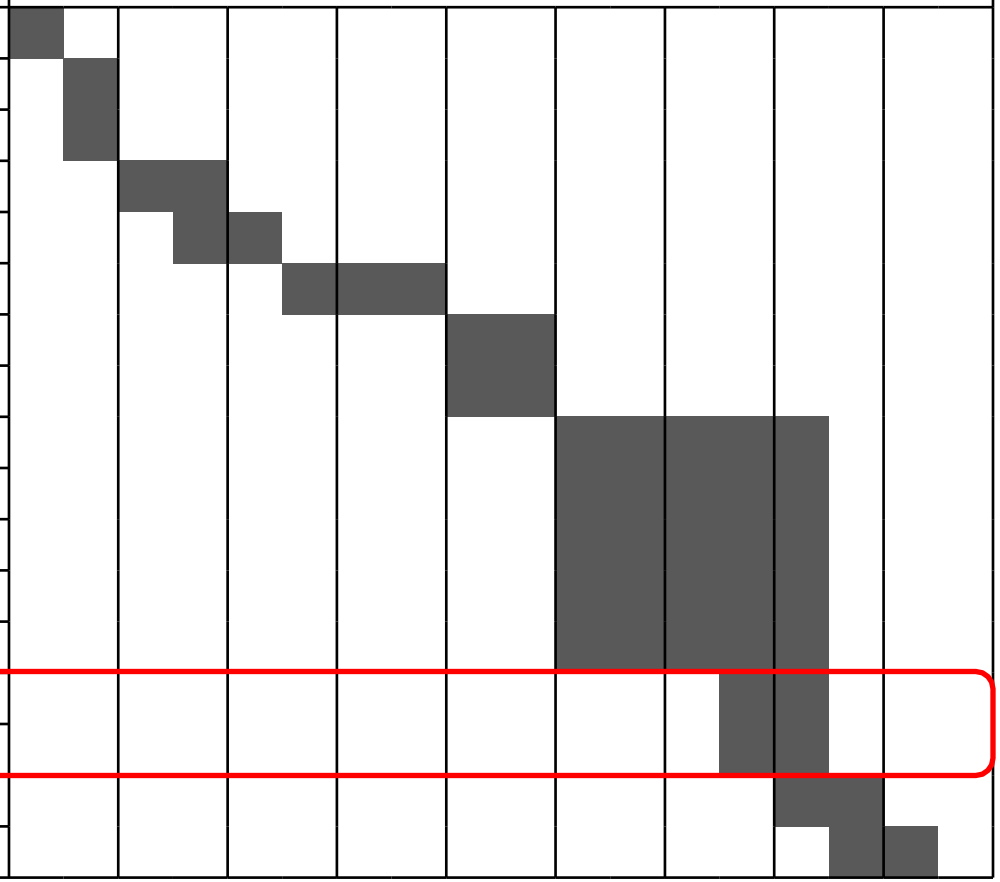




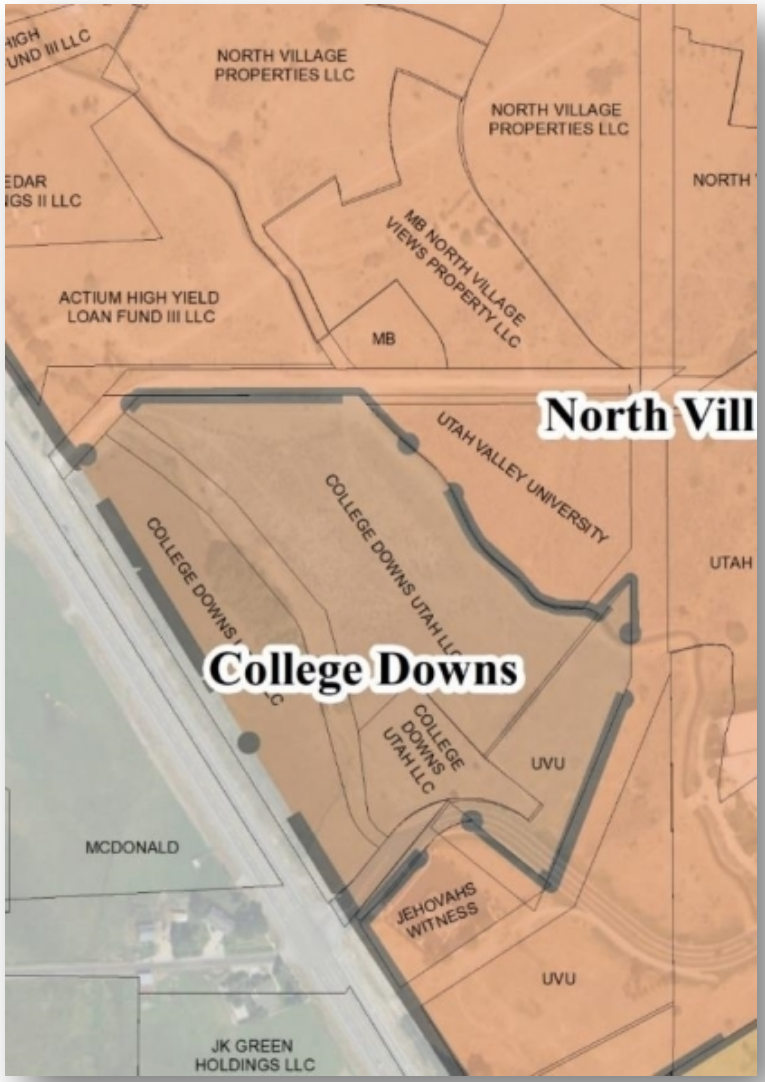


Annexation Process

Date	Process	Time Frame 8 - 24 Months
01-14-22	Notice of Intent	
02-04-22	Submittal	
03-01-22	Acceptance	
03-14-22	Certification	
04-14-22	Protest Period Ends	
05-12-22	DRC	
06-14-22	PC Review	
07-29-22	CC Review	
08-02-22	CC Review	
10-18-22	CC Review	
03-21-23	CC Review	
05-16-23	CC Review	
09-05-23	CC Review	
09-05-23	Public Hearing	
09-05-23	CC Approval	
TBD	Lieutenant Governor	
TBD	Record Plat	



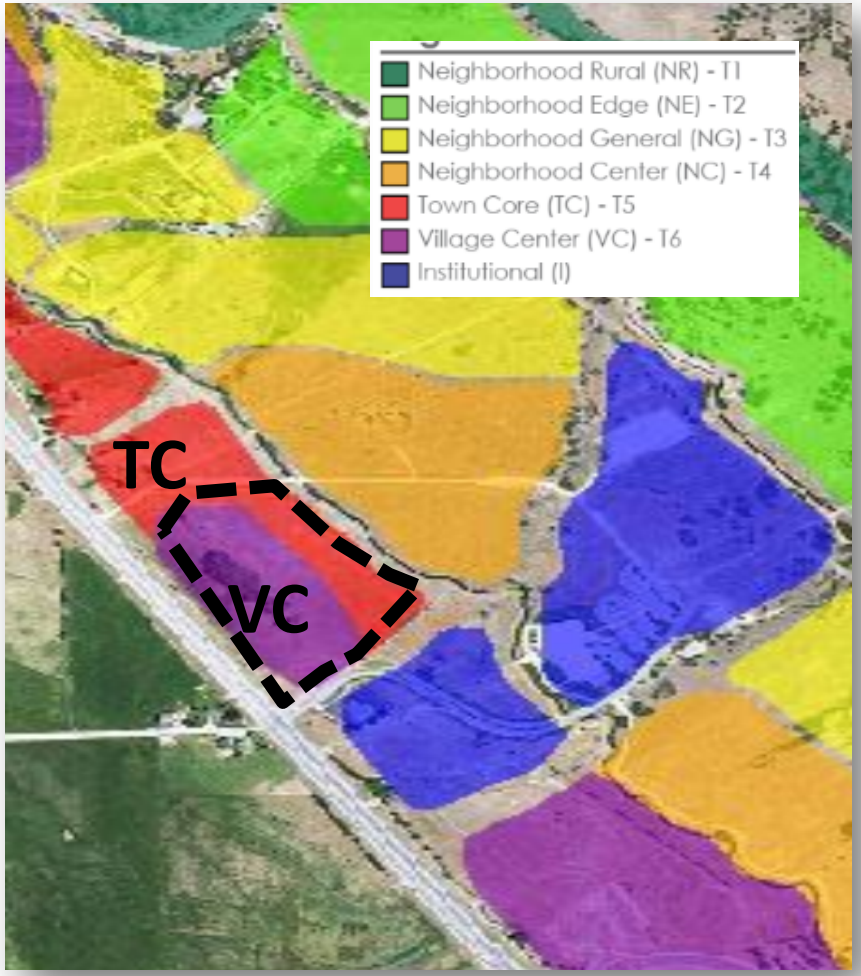
Surrounding Properties



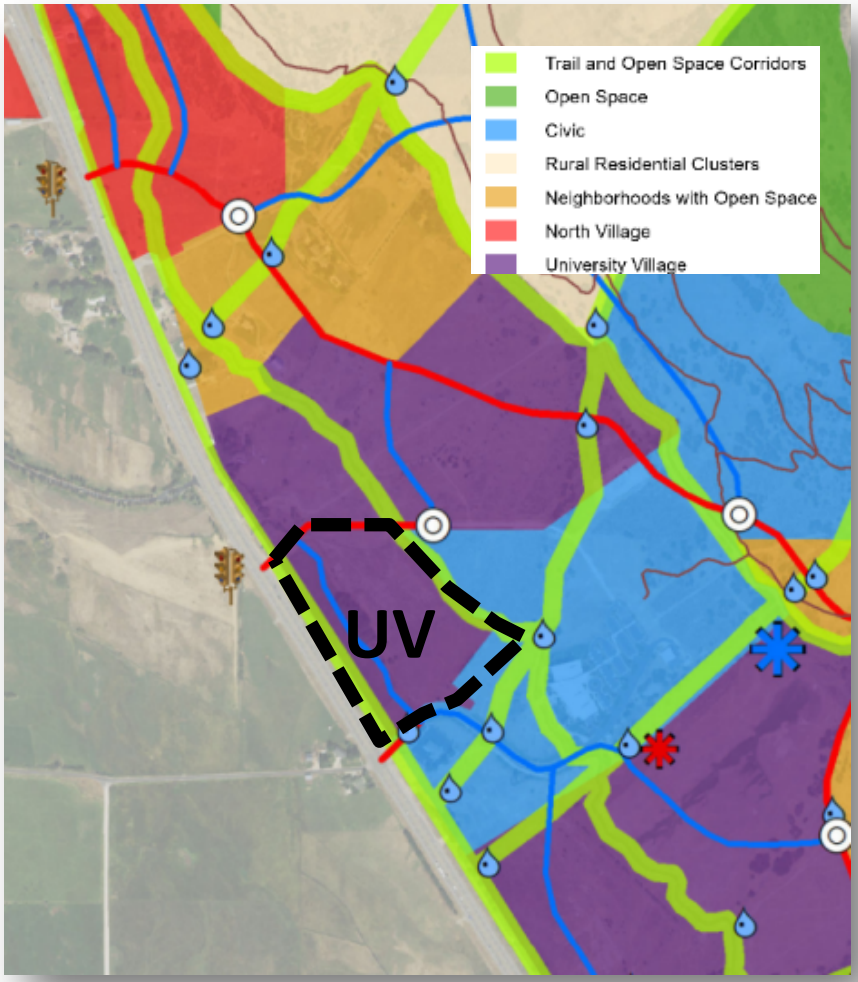


County vs City NVOZ

County NVOD



City NVOZ



Zoning Details

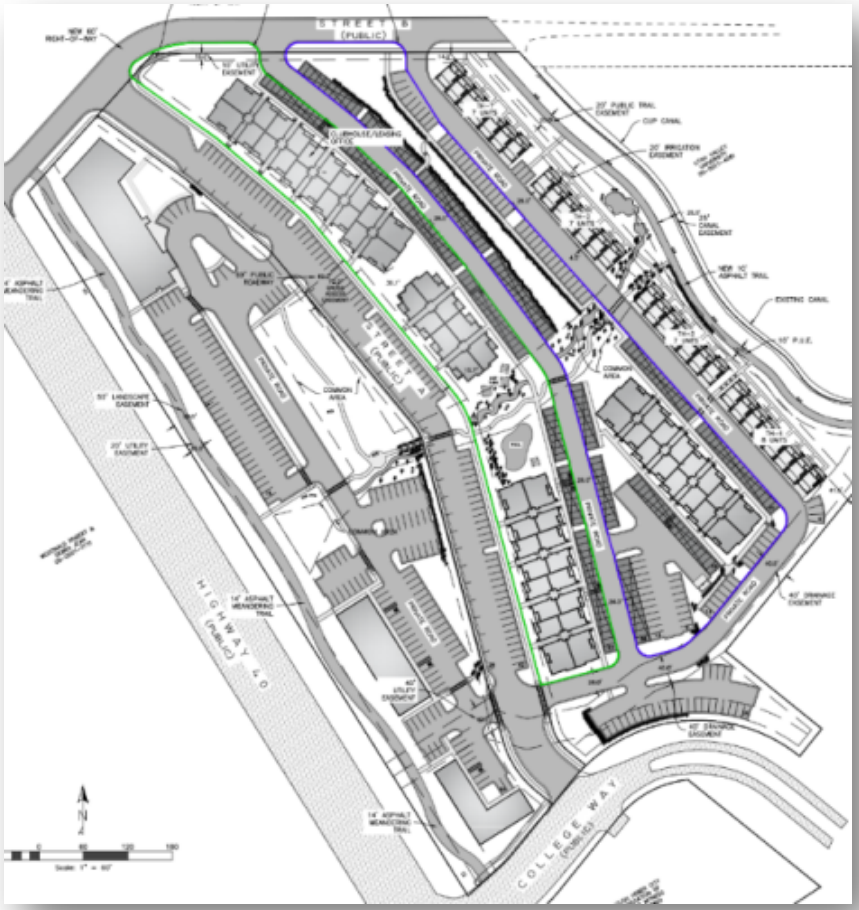
Issue	Value
Area	17.005 acres
Open Space	32.6% (215,638 sf)
County Zoning	102 ERU (6 ERU/acre), TC & VC
City Zoning	102 residential ERU (6 ERU/acre), UV Zone
County MDA Density	189 ERU (11.12 ERU/acre)
Proposed Density	122 ERU (102 residential ERU, 20 commercial ERU) (7.18 ERU total, 6/ERU acre residential)
Proposed Uses	Commercial, stacked flats & townhomes
Studies completed	financial, geotechnical, physical constraints, storm drain analysis, wetlands

Concept Plan



County vs City Plans

County



City



Summary of Key MDA Terms

Issue	Section
Short-term rental	1.2.10
ERU Count	3.1
Affordable Housing	3.6
Commercial timing	3.6.5
MDA Term	4.3
Preservation Fee	6.5
Fiber Optic Service	8
Max Building Height	11.3
Transportation & access	12.5

Policy Question

- What comments does the public have regarding the proposed annexation?
- Is the MDA and annexation ready for approval?

Findings

College Downs Annexation is:

- Part of North Village Town Center;
- Consistent with Annexation Policy Plan;
- Consistent with Envision Heber 2050; &
- Consistent with NVOZ.

College Downs furthers General Plan by:

- Promoting quality neighborhoods;
- Promoting the town center;
- Promoting recreation, parks & trails;
- Promoting affordable housing; &
- Promoting economic development.

The MDA requires developer to go above minimum code requirements for:

- Providing Affordable Housing @ 60% AMI;
- Prohibiting short term rentals;
- Requiring Restrictive Covenants (CCRs);
- Compliance with UDOT standards;
- Timing of commercial properties;
- 20 ERUs must be commercial;
- Preservation Fee of $2,500/ERU;
- Max Height of 3 stories along Hwy 40;
- Limits density to less than County;
- Participation in Fiber Optic Service.
- Compliance with open space, trails, storm water & street master plans; &
- Conformance to NVSSD water policy.

Recommendation

- Adopt Ordinance 2023-32, approving the College Downs Annexation and associated MDA.

Heber City Council Staff Report

MEETING DATE: 9/5/2023

SUBJECT: Ordinance 2023-22, adopting the vision for Envision Central Heber as part of the General Plan

RESPONSIBLE: Tony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the public process to explore potential alternative scenarios for the downtown, central neighborhoods and the tourist/recreation area, a more specific plan and vision is being proposed. People+Place has been contracted with to manage this process and throughout the winter several workshops have been held, culminating in a final workshop on May 3, 2023. Ideas generated by those meetings have been combined to create a series of more formal land use proposals. The intent is to modify and enhance the current sections in the Envision Heber 2050 general plan but to assure consensus on this Vision. This specific plan is called Envision Central Heber.

RECOMMENDATION

Staff recommends the approval of Ordinance 2023-22 adopting the Envision Central Heber Vision, including usage of the alternate district names “Downtown District” and “Recreation & Arts District”, the Historic Downtown and Outer Downtown Districts be extended to 150 West/150 East and the Downtown Residential Transition zone be extended to 200 West/200 East.

BACKGROUND

The Envision Heber 2050 general plan was adopted a few years ago. It covers the downtown area but not in the detail needed for developing priorities/steps for the City to consider in implementation. This process will lead to changes in the general plan, another public hearing with those updates and then follow-up with ordinance changes to assure that future development meets the intent of the plan.

The Planning Commission held a public hearing on June 13th. Public input at the hearing centered on reinforcing the history of the area more, that implementation will need development friendly incentives, and the idea of realigning via a smooth connection Midway Lane and Center Street. Planning Commissioners raised concerns about parking, which is addressed in the vision as a phased approach – on street parking striping first, surface parking lots, and then a parking structure. As part of the discussion activating downtown to create more demand, would logically come first, although the on street striping of parking spaces is generally fairly inexpensive.

The Planning Commission gave a unanimous recommendation to the City Council to adopt the Vision. Some discussion was held that even with the adoption, sections of the Envision Heber 2050 General Plan would be coming back to them as the Vision is incorporated into the chapters.

Link to the Summary Poster – Poster includes the Vision for each district, the Main Street cross sections and many of the potential renderings of the area.

https://www.dropbox.com/scl/fo/ln3jha7kya3j8acxzx8h8/h?dl=0&rlkey=xet24as7a91np2gt7lh8f933m

DISCUSSION

A pdf of the Vision posters that covers all the proposals is attached via a series of links. You will need to scroll around it to absorb all of the content – this is best done on a larger screen (laptop/desktop and not a phone). More visual renderings are available on-line.

Input at the workshop was positive and the prioritization exercise revealed the greatest area of emphasis should be the downtown area. Within the downtown suggestions for a pedestrian focused alley, reimagined Main Street (beautification), mixed use, historic preservation, and more activity were the most mentioned projects. For parking the phased approach was highly supported, moving from striped on-street parking, to public surface parking lots, and then as demand necessitates building multi-level parking garages.

For the Tourism/Recreation area the projects that were supported include more trails/trail depot, retail and restaurants near the railroad, a pedestrian alley pilot project, more tourist oriented amenities, and some emphasis on the 600 W/Midway Lane as the west gateway to Heber.

For the Central Neighborhoods the public suggestions are to remain a quiet mostly single family neighborhood, with allowances for accessory dwelling units (detached and attached) and flag lots. The streets should transition to more pedestrian/bike friendly streets. Pocket parks and the history walk on Center Street were also popular and generally there was also support for enlarging the transition area along Midway Lane to include Center Street.

The City has also engaged Roger Brooks, a world renowned city downtown revitalization specialist. In a recent meeting with him the Central Heber Vision was detailed, allowing him to comment on its' content. Included here is s short summary:

Roger thinks we should emphasize City Park - first priority. This means activating it in a way that it brings people back all the time, not just for events. The benefits of this would be increased interest in new developments locating adjacent to the park. He also suggested closing 200 South between Main and 100 West which adds to the park and creates more development potential on the north side of the street (as a consultant, all of that suggests a "pause" on the park design). Finding a non-traditional park designer that embraces the activity principle could be key to achieving the park becoming the "living room" for Heber and the catalyst to downtown revitalization.

Food trucks and the connection to the alley also were liked by Roger.

Alley - great idea and endorsed by Roger

Create a transportation connection like a trolley to the Heber Valley Railroad (new idea), and emphasize downtown.

For the City Hall block there is a need for a plan - maybe a different kind of plan with not as much emphasis on activity. All agreed the County building should be relocated.

In general, he very much endorsed the Vision and emphasized working on the downtown.

The consensus of a majority of the Council on August 15 was to make the following changes.

1. The Main Street District be renamed The Downtown District.
2. The Recreation & Tourism District be renamed The Recreation & Arts District.
3. The map extent of the Historic Downtown and the Outer Downtown Districts be extended to 150 West and 150 East as illustrated on the alternate map.
4. The map extent of the Downtown Residential Transition zone be extended to 200 West and 200 East as illustrated on the alternate map.

FISCAL IMPACT

Potential to incentivize growth in the Downtown and Tourist/Recreation districts.

CONCLUSION

The significant outreach public process has led to a citizen generated scenario for Central Heber, but may need some slight modifications.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Staff Recommended Option – Approve

I move to approve Ordinance 2023-22 with the findings and conditions as presented in the conclusion above with the following changes.

1. Use the alternate names “Downtown” and “Recreation & Arts” Districts; and
2. The Historic Downtown and Outer Downtown Districts be extended to 150 West/150 East, and the Downtown Residential Transition zone be extended to 200 West/200 East, as illustrated on the alternate map.
3. Other (Specify)_____

Alternative 2 – Approve as Amended

I move to approve Ordinance 2023-22, with the findings and conditions as presented in the conclusion above, with the following changes.

_____
_____
_____

Alternative 3 – Continue

I move to continue Ordinance 2023-22 to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 – Deny

I move to deny Ordinance 2023-22.

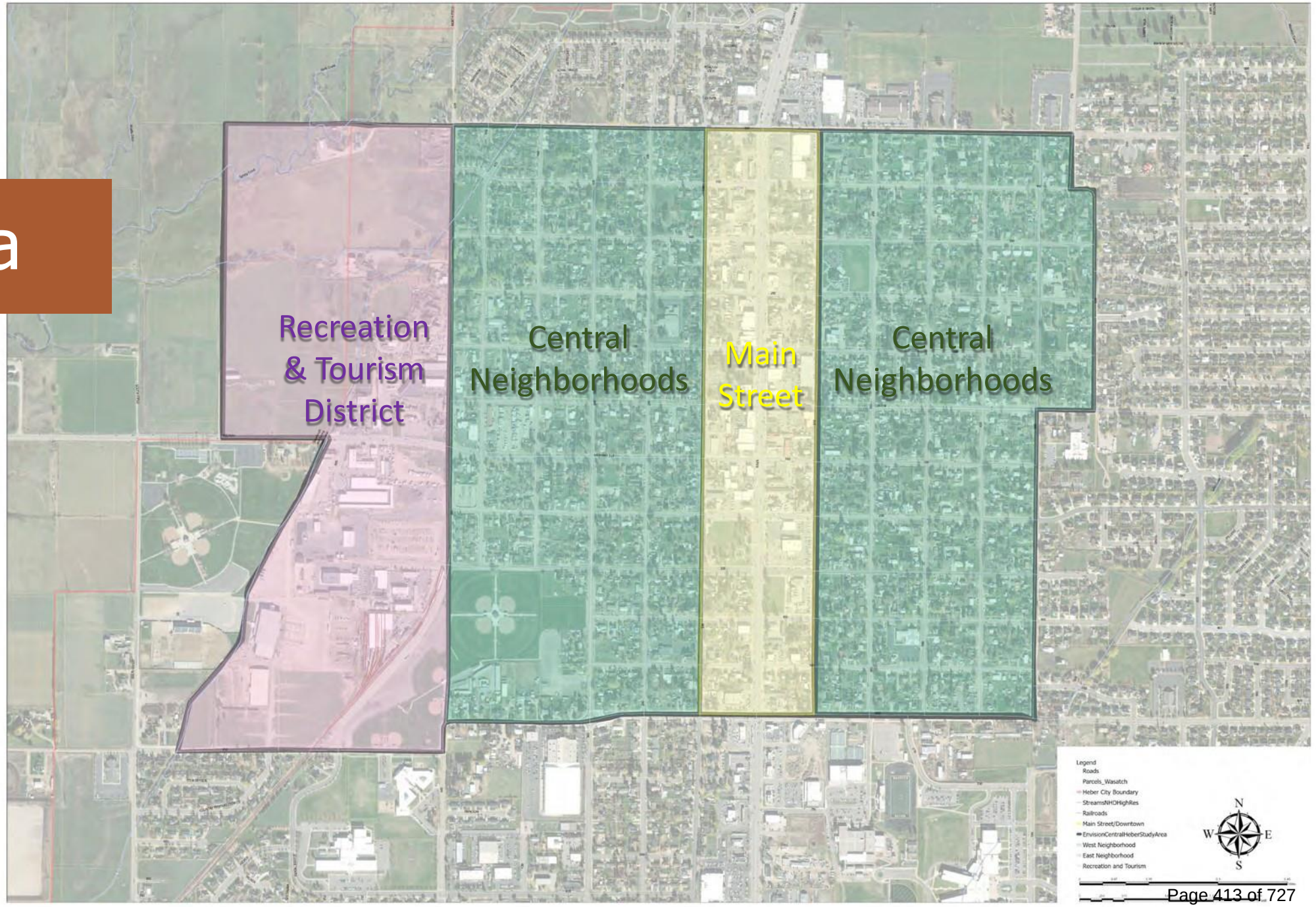
ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Envision Presentation
2. Ord 2023-22 Env Central Heber
3. 1 Alternate Map
4. 1 Central Heber Vision Scenario
5. 2 Main Street Vision
6. 3 Main Street 2050
7. 4 Recreation and Tourism Vision
8. 5 Central Neighborhoods Vision

Study Area


Recreation & Tourism District
Central Neighborhoods
Main Street
Central Neighborhoods
Legend
Roads
Parcels_Wasatch
Heber City Boundary
StreamsNHDHighRes
Railroads
Main Street/Downtown
EnvisionCentralHeberStudyArea
West Neighborhood
East Neighborhood
Recreation and Tourism
N
W
E
S

Hundreds of Citizens Involved

Envision Heber

- 3 public meetings
- 2 mailers to every household
- Lots! = print/radio presence
- 23,324 = social media reach
- 2,500 = unique visitors to website
- 1200+ survey responses

Envision Central Heber Outreach and Involvement

- 6 stakeholder/public meetings; 6 steering committee meetings
- 2 mailers to every household and business in study area (2800 addresses)
- Emailed invitations to every household and business in study area (letter from Mayor Franco)
- Invitations hand delivered by city staff to Main Street businesses
- 276 survey responses
- 1100 = unique visitors to website, 3200 page views
- 300 social media post interactions
- 1,459 hours of focus

Envision Central Heber Process

1

Workshop (Brainstorm)

Analysis/Scenario Development

2

Open House (Alternative Scenarios)

Draft Vision Development

3

Vision Celebration (Consensus) May 3

Vision Statement
Guiding Principles
Vision Map
Specific Area Plans

4

Implementation (Ready, Set, Action!)

Addition to General Plan
Policy/Code Updates

Envision Central Heber

Survey: What do you value? What do you imagine?









As we grow, what do we need to hold on to? How shall we accommodate anticipated growth?

13 Maps Created by Stakeholders



Map Trends & Ideas: Overall

- Main Street is a destination street
- Strong connection between Main Street and the recreation and tourism district
- Train is a major component
- Strong interest in character design standards for quality buildings
- Mostly 3 story buildings, with 4-5 in specific areas of Main and recreation and tourism areas

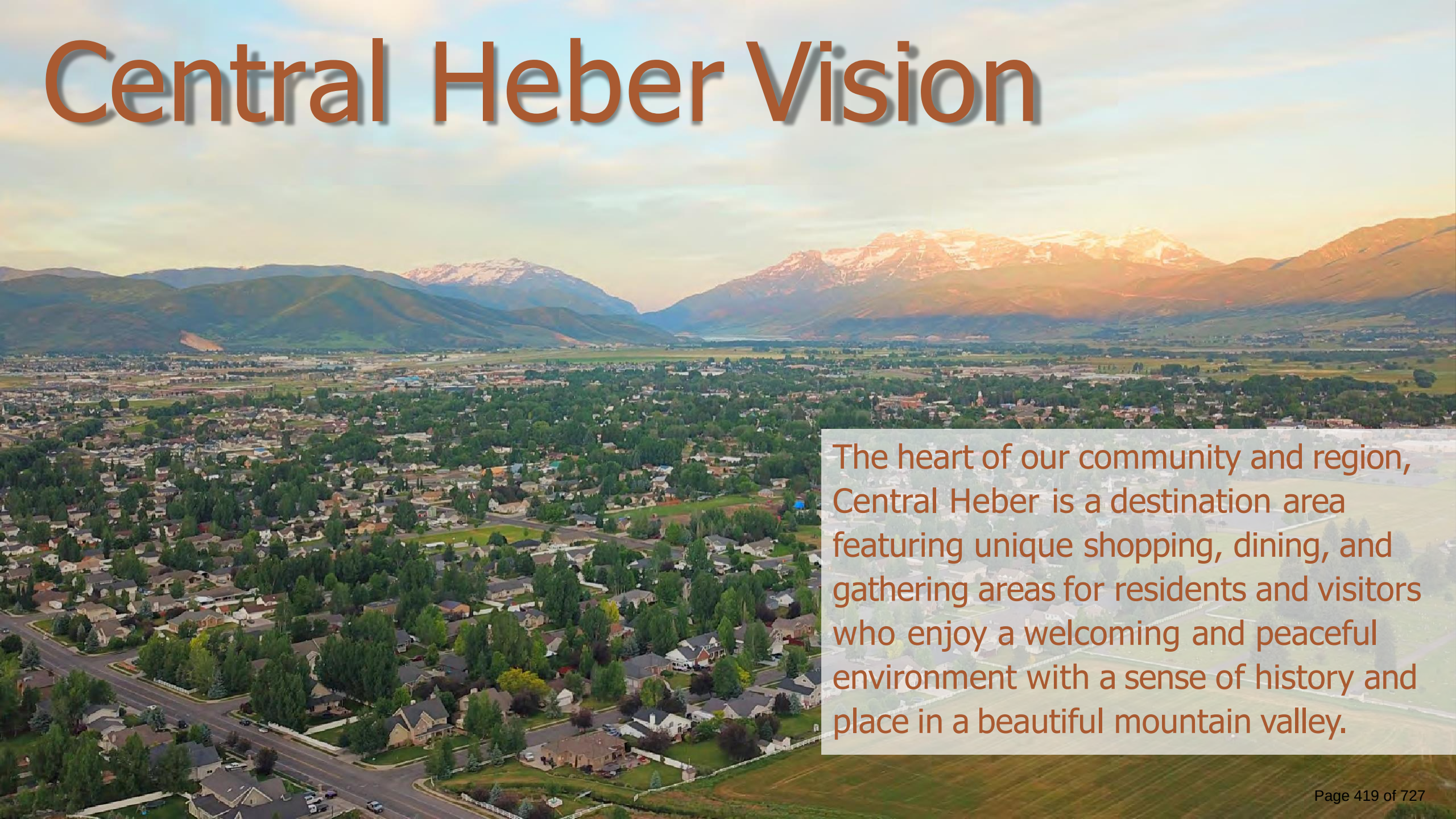


Main Street Concept



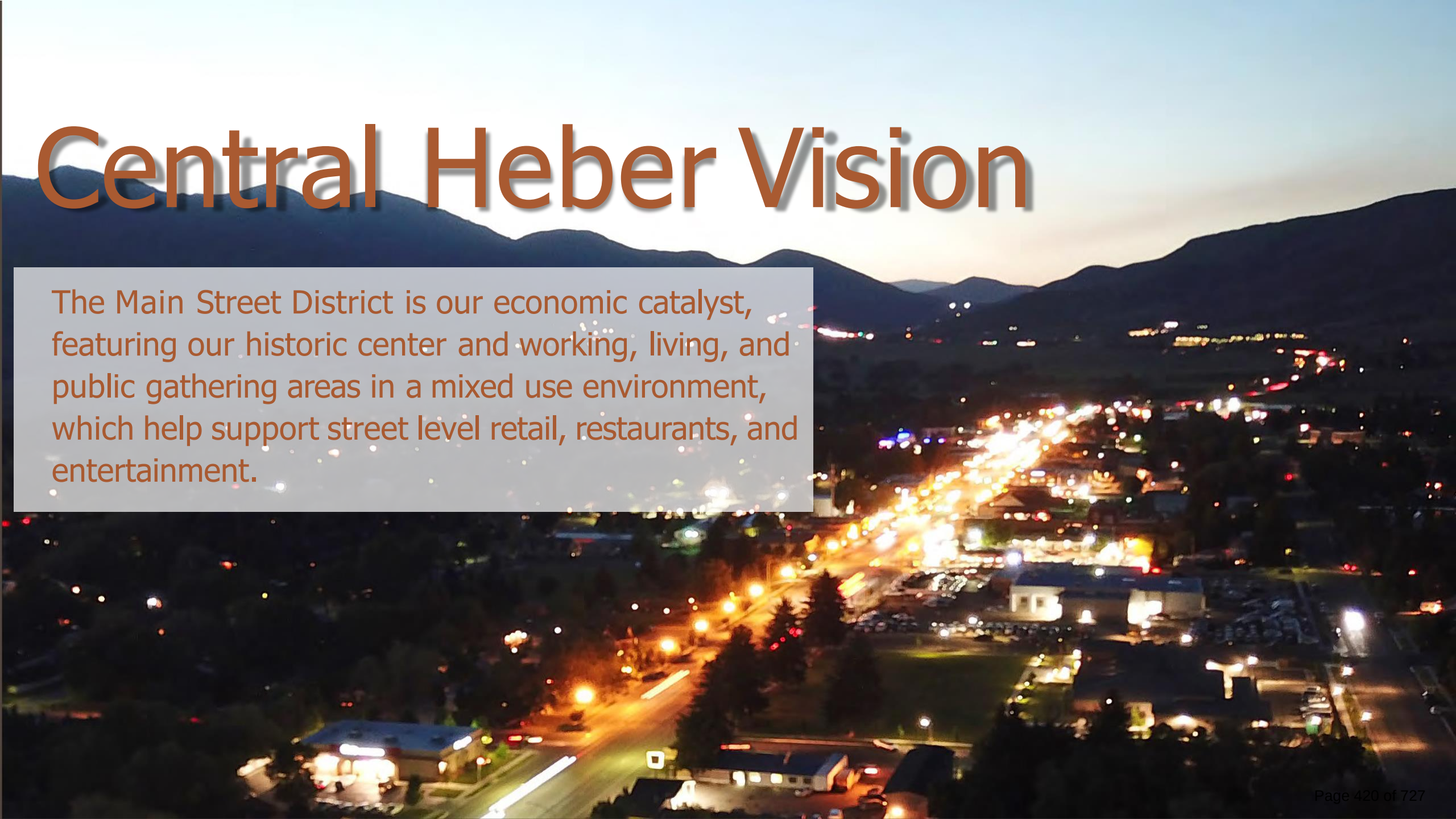
Center Street Concept

Central Heber Vision



The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley.

Central Heber Vision

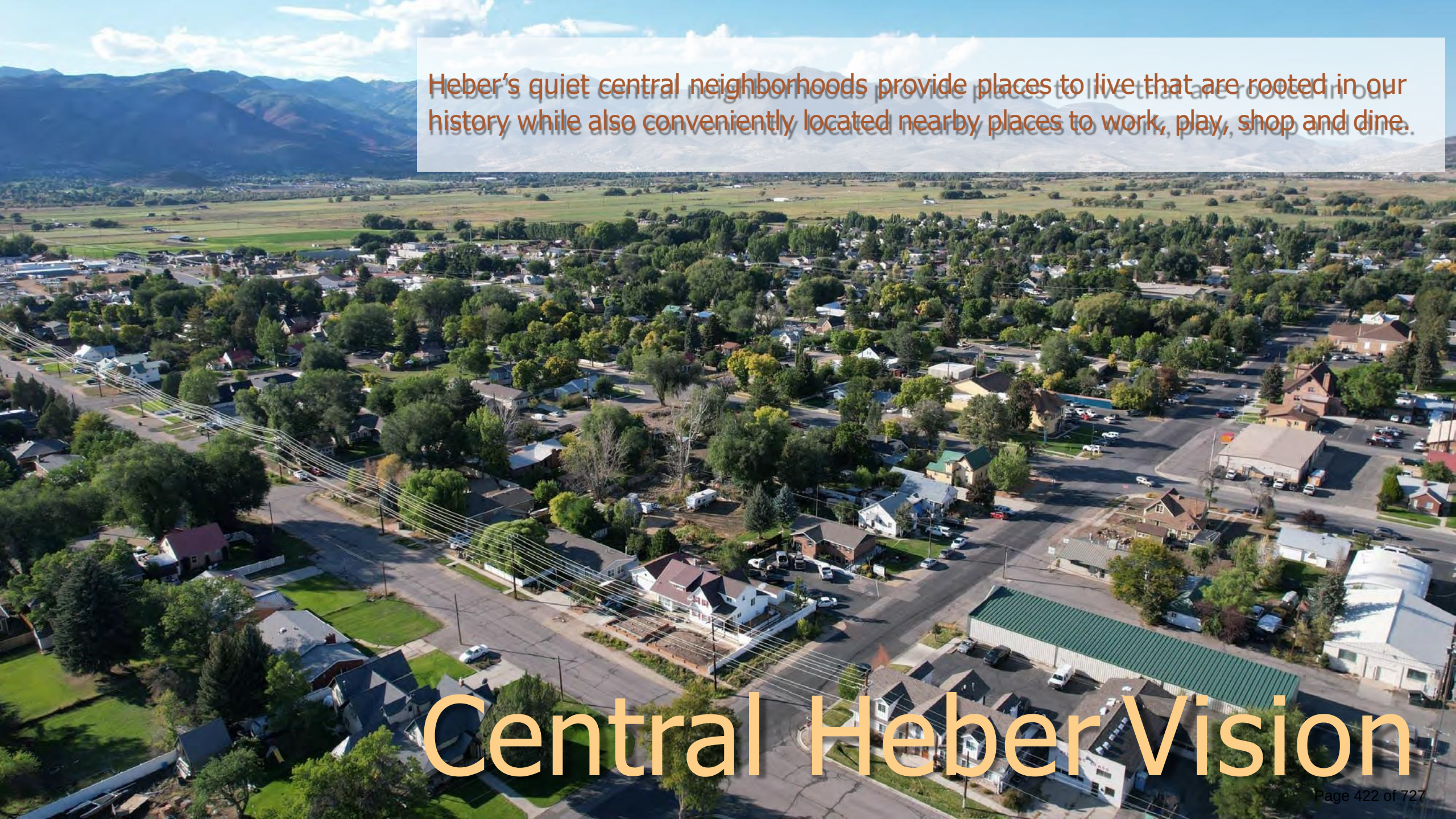


The Main Street District is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment.



Outdoor-oriented local and regional recreation are features at our Recreation and Tourism District, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures.

Central Heber Vision



Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

Central Heber Vision

General Recommendations

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Main Street area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Main Street area with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

Vision Scenario Map

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. The Main Street District is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Tourism District, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

GENERAL RECOMMENDATIONS

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
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10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

RECREATION & TOURISM DISTRICT

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional recreation and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA



MAIN STREET DISTRICT

Main Street is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Main (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Main (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Main. The District as a whole features Main Street destination branding and beautification.

HISTORIC MAIN | OUTER MAIN | MAIN STREET TRANSITION AREA



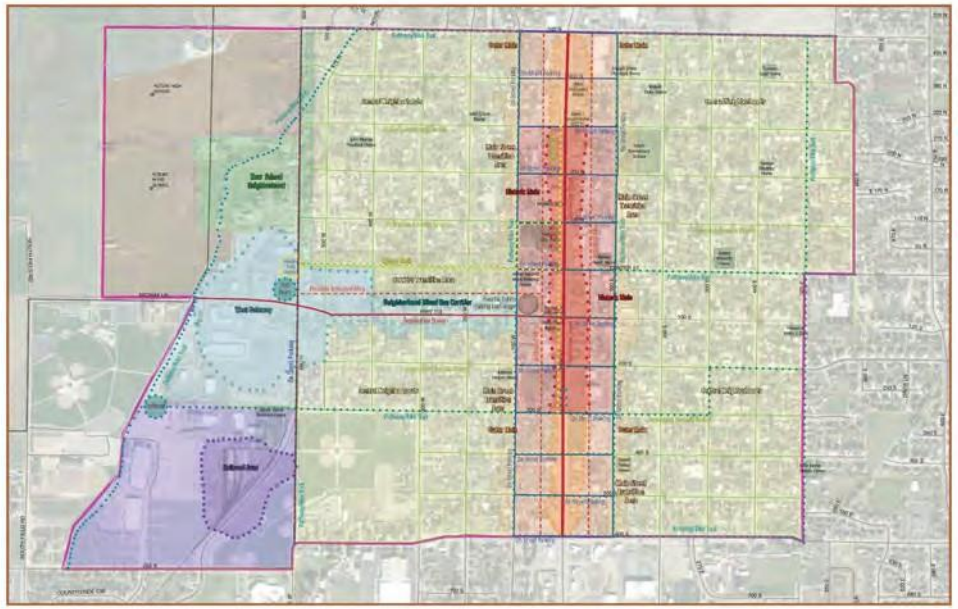
DEFINITIONS

Activated Alley: primarily a pedestrian space with extra-wide sidewalk or shared pathway, street trees, and seating/shopping/dining/entertainment space.

Pedestrian Friendly Street: a street that feels comfortable for people with wide sidewalks, street trees, and on-street parking.

Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).

Missing Middle Housing: a range of house scale buildings with multiple units - compatible in scale and form with detached single family homes that provide housing for middle income households. Examples include town homes and mansion homes.







CENTRAL NEIGHBORHOODS DISTRICT

In central neighborhoods, changes to housing is typical of older neighborhoods; maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR





OUR MAIN STREET DISTRICT IS FOR NURTURING COMMUNITY

As we grow, our Main Street District will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.

ENVISION CENTRAL HEBER

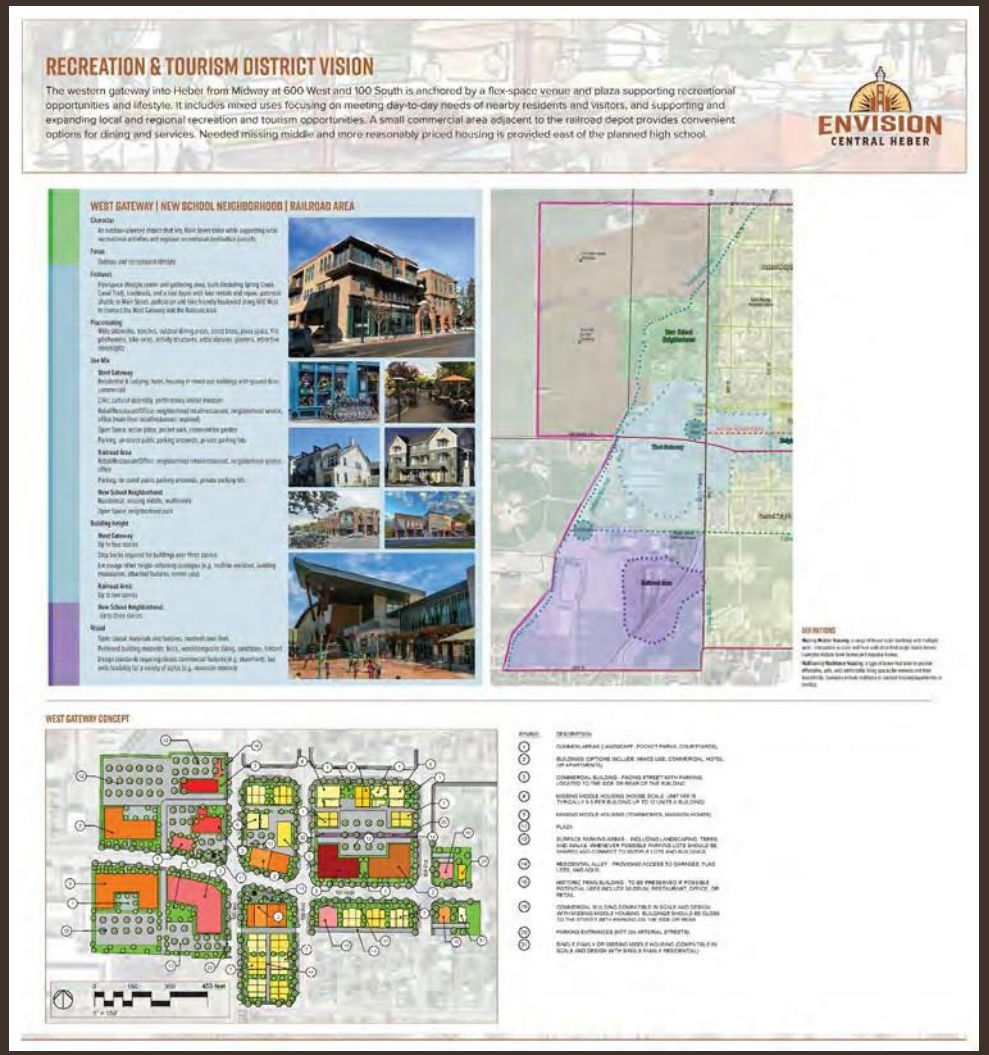
Quiet Central Neighborhoods

- Preserve single family neighborhoods
- Detached accessory dwellings and flag lots
- Pedestrian/bike friendly streets
- Build on neighborhood mixed use corridor



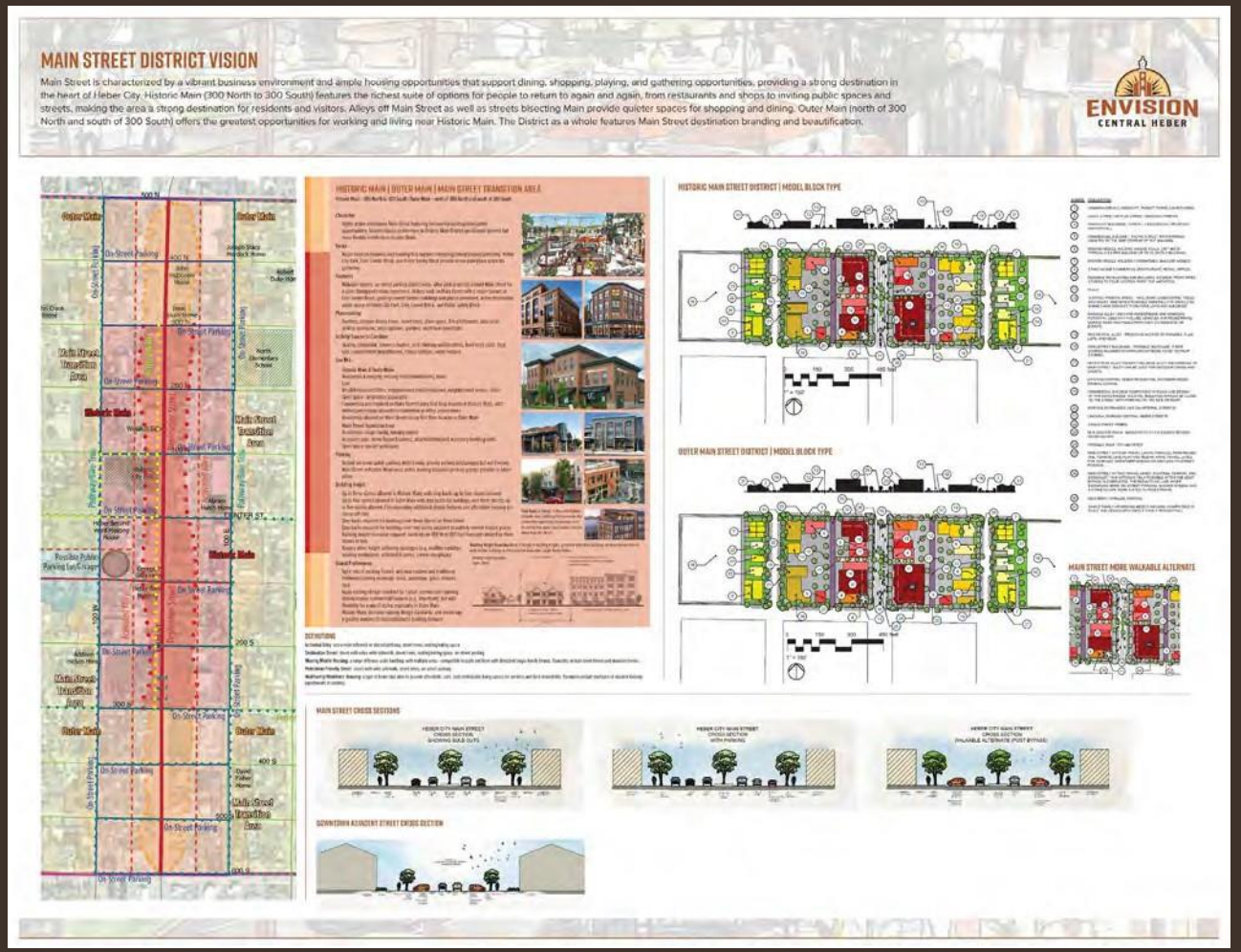
Recreation & Tourism District

- New neighborhood by planned high school
- West Gateway mixed use space supporting local and regional recreation and outdoor lifestyle
- Trails, trail depot, access to nature
- Retail to support train/ballfields



Vibrant & Friendly Main Street

- New housing and businesses help support shopping, dining, gathering
- Destination street and alley, improved parking
- Historical focus at Civic Center Block and along Main Street



Imagine 2050…





- See prior slide
- Show festival/party Lights or streamers strung across the alley
- Banners "Historic Main" (can go in alley and on Main St.
- Overhead arch at alley entries

Imagine 2050…





Imagine 2050…











Imagine 2050…



Updating Envision Heber 2050 Plan

- The general vision for the community
- The product of two years of public input
- Provides guidance on planning issues, future land uses, and various approaches to achieve the vision

- Addresses the overall vision for Heber
  - Future land use map
  - Quality Neighborhoods (Housing)
  - Center and Gathering Places
  - Open Space and Rural Character
  - Outdoor Recreation Parks and Trails
  - Mobility and Streetscapes
  - Jobs and Economic Development

Envision Central Heber Process Provides:

- Significant new detail and vision statements for these general plan sections:
  - Quality Neighborhoods (Housing)
  - Center and Gathering Places
  - Mobility and Streetscapes
- Minor modifications to:
  - The future land use map
  - Trails section
  - Jobs and Economic Development

How would the Envision Heber 2050 plan change?

- Changes to the Quality Neighborhoods section based on the Central Neighborhoods
- Changes to the Centers and Gathering Places section based on the Historic and Outer Main Vision and the Tourist/Recreation District
- Changes to the Mobility and Streetscapes section for updates to Main Street and 100 East and 100 West

- Examples:
  - Future land use map would change to reduce the mixed use concept to just 100 East and 100 West – now shows 200 East and 200 West
  - Neighborhoods section would show a lower density and housing concepts limited to IADUs, detached ADUs, flag lots
  - The Main Street "Center" would have a new discussion of uses, heights, alleys, activation, beautification, building design/materials, etc.

Adopted Plans Lead to Ordinance and Programmatic Changes

First, this vision needs to be adopted!

- PC public hearing
- Council adoption

Then…

- Ordinance updates
- Design requirements
- Building types standards
- Housing options incentives
- Projects

Projects are a large part of this effort!

For example…

- Pedestrian-focused alley off Main
- Additional Main Street Parking
- Historic preservation
- Central neighborhoods street improvements
- Main Street Beautification
- West Gateway area

Poster Session and Feedback

(dots & post its & conversation!)

ORDINANCE NO. 2023-22

AN ORDINANCE APPROVING THE ENVISION CENTRAL HEBER VISION STATEMENT AS AN AMENDMENT TO THE GENERAL PLAN.

BE IT ORDAINED by the City Council of Heber City, Utah, the Envision Central Heber Vision Statement is hereby adopted as an Appendix to Heber City's General Plan as illustrated in Exhibit A.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Exhibit A: Envision Central Heber Vision

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. Downtown is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Arts Destination, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

Alternate Map and Updated Narrative Descriptions (082823)

GENERAL RECOMMENDATIONS

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new arts, recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

RECREATION & ARTS DESTINATION

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting the arts and recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional arts, recreation, and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA

Character
An outdoor-oriented district that lets Downtown shine while supporting local arts and recreational activities and regional recreational destination pursuits.

Focus
Outdoor and recreational lifestyle, arts

Features
Flex-space lifestyle center and gathering area; trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals and repair; potential shuttle to Main Street, pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking
Wide sidewalks, benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Use Mix

West Gateway
Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial
Civic: cultural assembly, performance and/or museum
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)
Open Space: active plaza, pocket park, conservation garden
Parking: on-street public parking areawide, private parking lots

Railroad Area
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Parking: on street public parking areawide, private parking lots

New School Neighborhood
Residential: missing middle, multifamily
Open Space: neighborhood park

Building Height

West Gateway
Up to four stories
Step backs required for buildings over three stories
Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

Railroad Area:
Up to two stories

New School Neighborhood:
Up to three stories

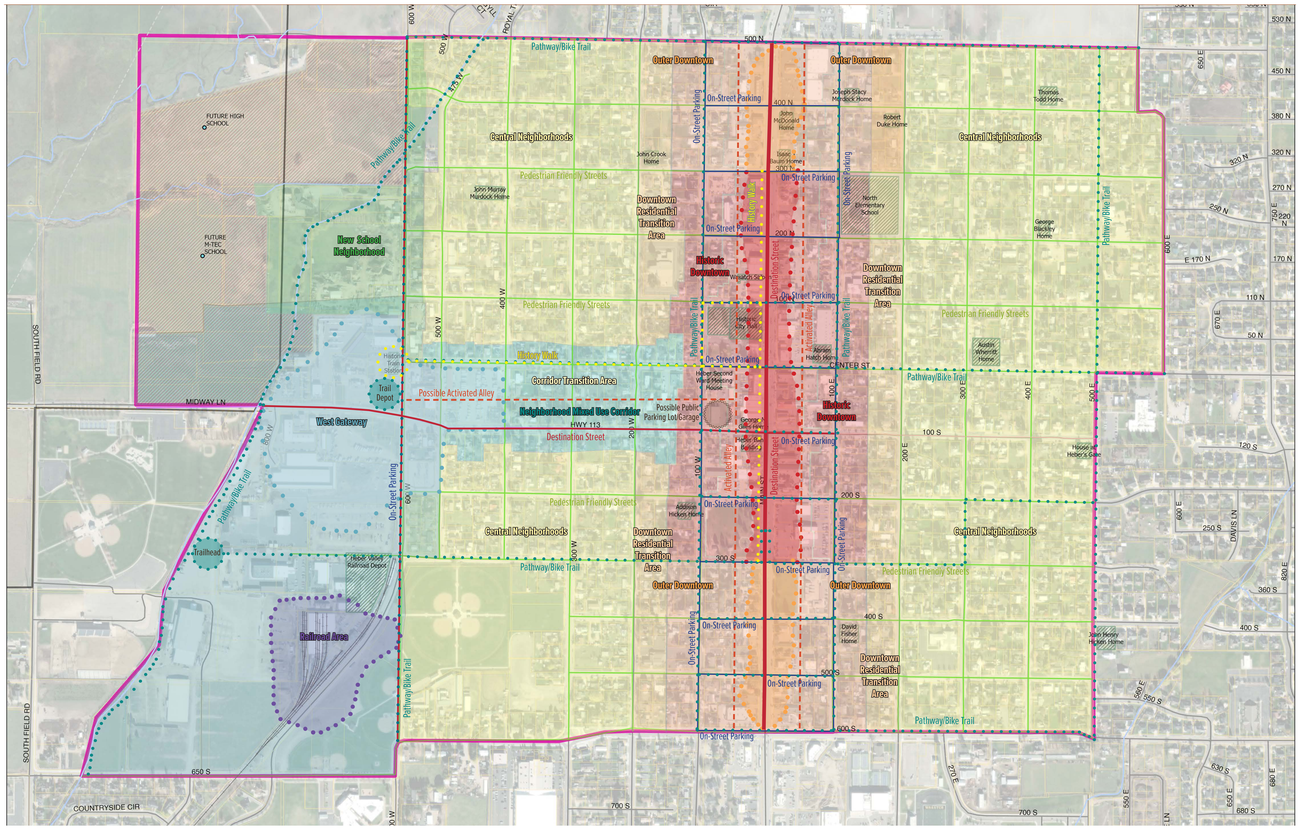
Visual
Style: classic materials and features, modern/clean lines
Preferred building materials: brick, wood/composite siding, sandstone, timbers
Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)









DOWNTOWN

Downtown is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Downtown (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Downtown (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Downtown. The District as a whole features Downtown destination branding and beautification.

HISTORIC DOWNTOWN | OUTER DOWNTOWN | DOWNTOWN RESIDENTIAL TRANSITION AREA

Historic Downtown = 300 North to 300 South | Outer Downtown = north of 300 North and south of 300 South

Character
Highly active destination downtown featuring live/work/play/shop/dine/gather opportunities; historic/classic architecture in historic Downtown District and historic themed but more flexible architecture in outer Main.

Focus
Major focus on business and housing that supports shopping/dining/playing/gathering; Heber City Park, Civic Center Block, and Public Safety Block provide active park/plaza space for gathering

Features
Walkable streets, on-street parking district wide, alley pilot project(s) behind Main Street for a quiet dining/pedestrian experience, history walk on Main Street with a major feature at Civic Center Block, publicly owned historic buildings and places preserved, active destination public space at Heber City Park, Civic Center Block, and Public Safety Block

Placemaking
Benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Activity Spaces to Consider
Skating ribbon/rink, farmer's market, rock climbing wall/boulders, food truck court, food hall, concert/event amphitheater, fitness stations, water feature

Use Mix

Historic Downtown & Outer Downtown
Residential & Lodging: missing middle/multifamily, hotel
Civic
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Open Space: destination plaza/park
Commercial use required on Main Street-facing first floor facades in Historic Downtown, with limited percentage allowed for residential or office access doors
Residential allowed on Main Street-facing first floor facades in Outer Downtown

Downtown Residential Transition Area
Residential: single family, missing middle
Accessory uses: home-based business, attached/detached accessory dwelling units,
Open space: pocket park/plaza

Parking
Striped on-street public parking district wide, private parking lots/garages but not fronting Main Street in Historic Downtown area, public parking lot/public parking garage possible in future phase

Building Height
Up to three stories allowed in Historic Downtown; with step backs up to four stories allowed
Up to four stories allowed in Outer Downtown with step backs for buildings over three stories; up to five stories allowed if incorporating additional design features and affordable housing (on site or off site)
Step backs required for buildings over three stories on Main Street
Step backs required for buildings over two stores adjacent to publicly-owned historic places
Building height transition required; buildings on 100 West/100 East frontages limited to three stories or less
Require other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts/plazas)

Visual Preferences
Style: mix of existing historic and new modern and traditional
Preferred building materials: brick, sandstone, glass, timbers, rock
Apply existing design standard for classic commercial requiring historic/classic commercial features (e.g. storefront), but with flexibility for a mix of styles, especially in Outer Downtown
Historic Downtown: increase existing design standards, and encourage a greater number of classical/historic building features











Step Back: a change in the vertical plane of multi-story buildings that preserves the pedestrian experience at sidewalk-level by setting the upper story building facade away from the street

Building Height Transition Area: a change in building heights, generally with taller buildings on more intense streets, with shorter buildings as the transition area nears single family homes



DEFINITIONS

Activated Alley: primarily a pedestrian space with extra-wide sidewalk or shared pathway, street trees, and seating/eating/gathering/event space.

Destination Street: a pedestrian-friendly street with extra-wide sidewalk, street trees, seating/eating space, and on-street parking.

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes that provide housing for middle income households. Examples include town homes and mansion homes.

Pedestrian Friendly Street: a street that feels comfortable for people,with wide sidewalk, street trees, and on-street parking.

Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).



Legend

- Historic Buildings
- Potential Bypass
- RAIL LINES
- STREAMS
- TRAILS & PATHWAYS
- BIKE_PED_STREET
- ALLEY_STREET
- NEIGHBORHOOD_TRANSITION
- MIXED_CORRIDOR
- CENTRAL_NEIGHBORHOODS
- STREET_DESTINATION
- PEDESTRIAN_FRIENDLY
- MINOR_DESTINATION
- BIKE_PED_STREET
- ALLEY_STREET_TYPE
- STREET_PARK_ONCE
- TRAIN_RETAIL_COMMERCIAL
- CulturalGateway
- ENVISION CENTRAL HEBER STUDY BOUNDARY
- HEBER CITY BOUNDARY
- PARCELS
- STREETS
- FUTURE_SCHOOLS
- FUTURE_HIGHSCHOOL_MTEC
- HISTORIC_MAIN_STREET
- MAIN_STREET_OUTER_NORTH
- MAINSTREET_OUTER_SOUTH

0 500 1,000 2,000 3,000 4,000 Feet

CENTRAL NEIGHBORHOODS DISTRICT

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR

Character
Quiet, pedestrian-friendly streets with a range of homes built across decades, supported by a neighborhood corridor that includes additional housing options and convenient neighborhood retail, restaurants, and services.

Focus
Residential, with some neighborhood retail and commercial along 100 South

Features
Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced

Use Mix

Neighborhoods
Residential: single family
Open Space: neighborhood park
Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots

Neighborhood Mixed Use Corridor
Residential & Lodging: missing middle multifamily, hotel
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (on commercial corners on 100 South)
Open Space: pocket park/plaza, neighborhood park
Parking: on-street public parking, private parking lots behind buildings

Corridor Transition Area (area between mixed use corridor and neighborhoods)
Residential: missing middle, single family
Open Space: pocket park/plaza, neighborhood park

Building Height
Up to three stories






ENVISION CENTRAL HEBER



OUR DOWNTOWN IS FOR NURTURING COMMUNITY As we grow, Downtown will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. The Main Street District is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Tourism District, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

GENERAL RECOMMENDATIONS

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Main Street area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Main Street area with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

RECREATION & TOURISM DISTRICT

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional recreation and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA

Character
An outdoor-oriented district that lets Main Street shine while supporting local recreational activities and regional recreational destination pursuits.

Focus
Outdoor and recreational lifestyle

Features
Flex-space lifestyle center and gathering area; trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals and repair; potential shuttle to Main Street, pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking
Wide sidewalks, benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Use Mix

West Gateway
Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial
Civic: cultural assembly, performance and/or museum
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)
Open Space: active plaza, pocket park, conservation garden
Parking: on-street public parking areawide, private parking lots

Railroad Area
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Parking: on street public parking areawide, private parking lots

New School Neighborhood
Residential: missing middle, multifamily
Open Space: neighborhood park

Building Height

West Gateway
Up to four stories
Step backs required for buildings over three stories
Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

Railroad Area:
Up to two stories

New School Neighborhood:
Up to three stories

Visual
Style: classic materials and features, modern/clean lines
Preferred building materials: brick, wood/composite siding, sandstone, timbers
Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)

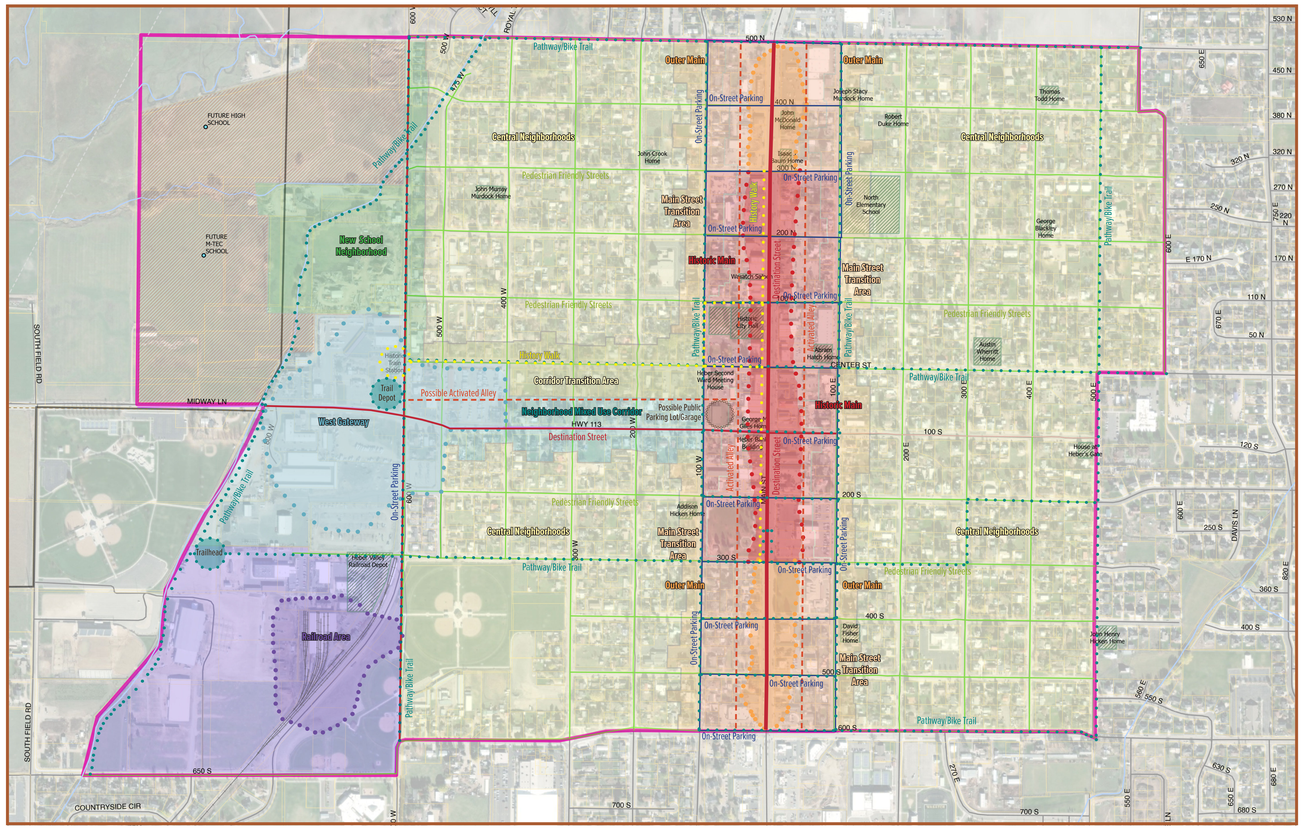












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MAIN STREET DISTRICT

Main Street is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Main (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Main (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Main. The District as a whole features Main Street destination branding and beautification.

HISTORIC MAIN | OUTER MAIN | MAIN STREET TRANSITION AREA

Historic Main = 300 North to 300 South | Outer Main = north of 300 North and south of 300 South

Character
Highly active destination Main Street featuring live/work/play/shop/dine/gather opportunities; historic/classic architecture in Historic Main District and historic themed but more flexible architecture in outer Main.

Focus
Major focus on business and housing that supports shopping/dining/playing/gathering; Heber City Park, Civic Center Block, and Public Safety Block provide active park/plaza space for gathering

Features
Walkable streets, on-street parking district wide, alley pilot project(s) behind Main Street for a quiet dining/pedestrian experience, history walk on Main Street with a major feature at Civic Center Block, publicly owned historic buildings and places preserved, active destination public space at Heber City Park, Civic Center Block, and Public Safety Block

Placemaking
Benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Activity Spaces to Consider
Skating ribbon/rink, farmer's market, rock climbing wall/boulders, food truck court, food hall, concert/event amphitheater, fitness stations, water feature

Use Mix

Historic Main & Outer Main
Residential & Lodging: missing middle/multifamily, hotel
Civic
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
Open Space: destination plaza/park
Commercial use required on Main Street-facing first floor facades in Historic Main, with limited percentage allowed for residential or office access doors
Residential allowed on Main Street-facing first floor facades in Outer Main

Main Street Transition Area
Residential: single family, missing middle
Accessory uses: home-based business, attached/detached accessory dwelling units,
Open space: pocket park/plaza

Parking
Striped on-street public parking district wide, private parking lots/garages but not fronting Main Street in Historic Main area, public parking lot/public parking garage possible in future phase

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OUR MAIN STREET DISTRICT IS FOR NURTURING COMMUNITY

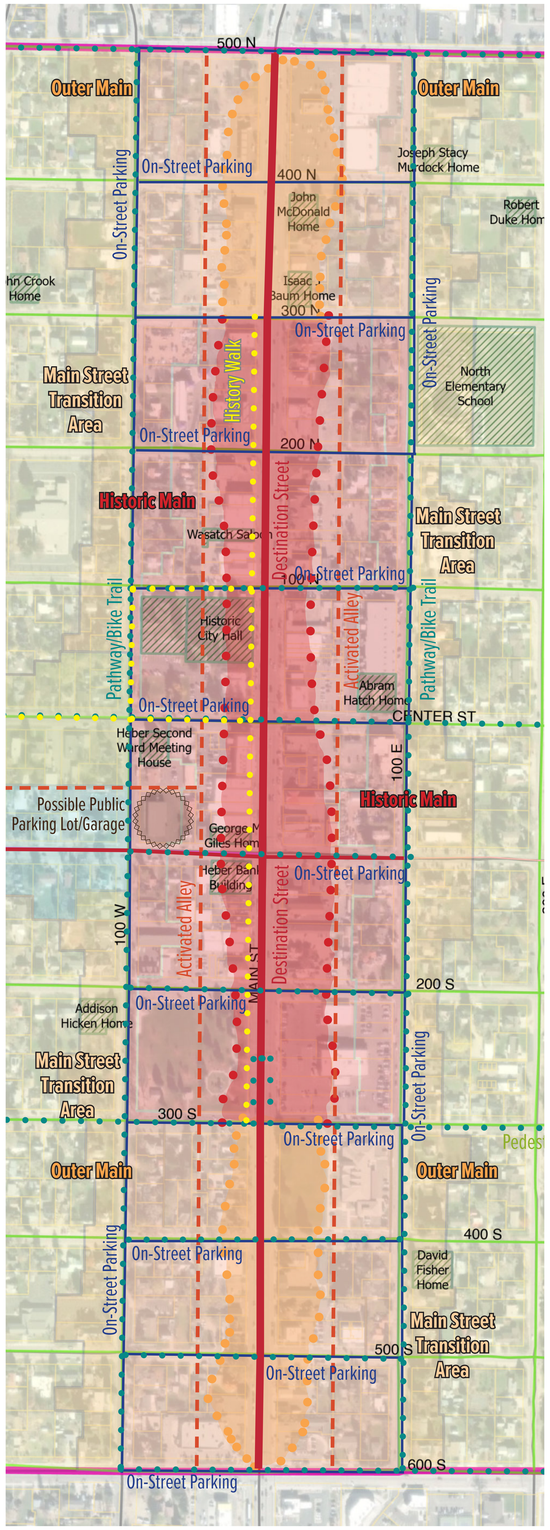
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ENVISION CENTRAL HEBER

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DEFINITIONS

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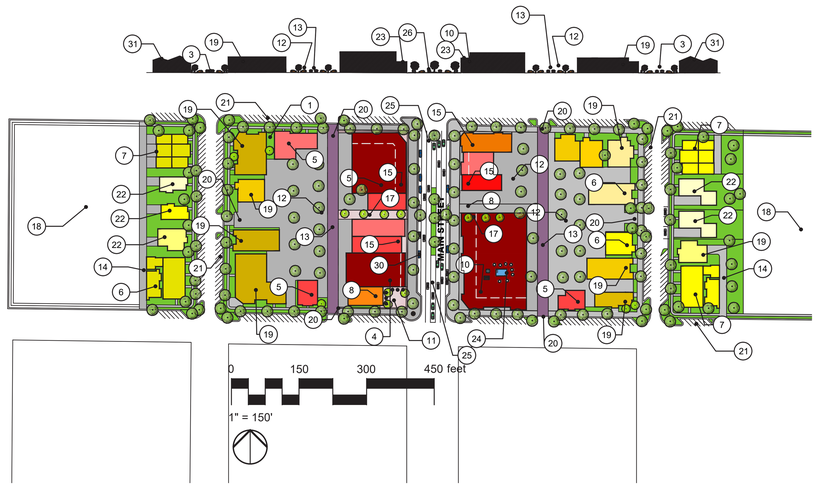
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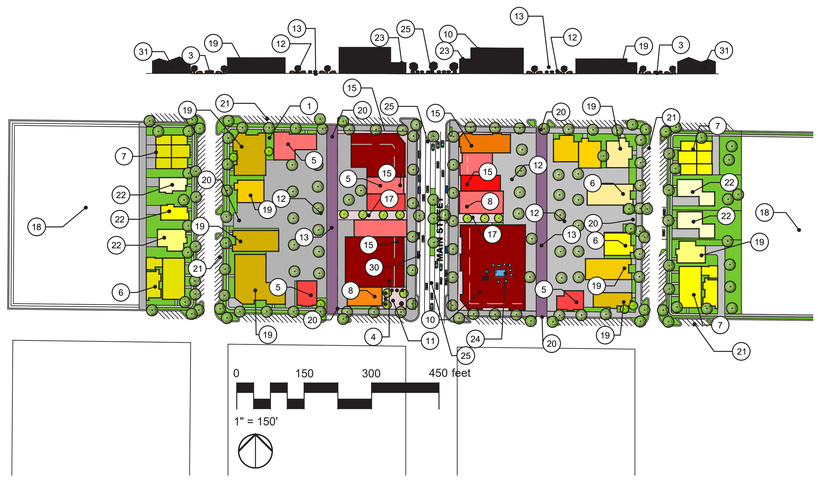
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Multifamily/Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).

HISTORIC MAIN STREET DISTRICT | MODEL BLOCK TYPE

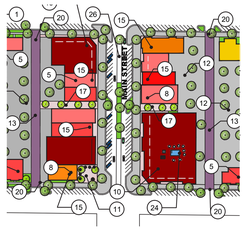


OUTER MAIN STREET DISTRICT | MODEL BLOCK TYPE

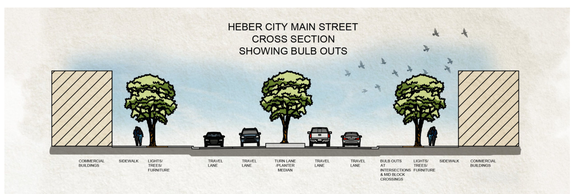


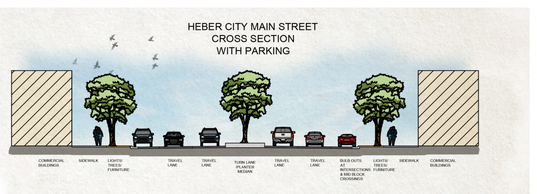
SYMBOL	DESCRIPTION
1	COMMON AREAS (LANDSCAPE, POCKET PARKS, COURTYARDS)
3	LOCAL STREET WITH ON STREET DIAGONAL PARKING
4	MIXED USE BUILDINGS (TYPICALLY RESIDENTIAL OR OFFICE OVER RETAIL)
5	COMMERCIAL BUILDING - FACING STREET WITH PARKING LOCATED TO THE SIDE OR REAR OF THE BUILDING
6	MISSING MIDDLE HOUSING (HOUSE SCALE, UNIT MIX IS TYPICALLY 3-5 PER BUILDING UP TO 12 UNITS A BUILDING)
7	MISSING MIDDLE HOUSING (TOWNHOMES, MANSION HOMES)
8	STAND ALONE COMMERCIAL (RESTAURANT, RETAIL, OFFICE)
10	POSSIBLE HOTEL/MIXED USE BUILDING. SETBACK FROM THREE STORIES TO FOUR STORIES. ROOF TOP AMENITIES.
11	PLAZA
12	SURFACE PARKING AREAS - INCLUDING LANDSCAPING, TREES, AND WALKS. WHENEVER POSSIBLE PARKING LOTS SHOULD BE SHARED AND CONNECT TO MUTIPLE LOTS AND BUILDINGS.
13	PARKING ALLEY USED FOR PEDESTRIANS AND VEHICLES. POTENTIAL USES MAY INCLUDE VEHICLES AND PEDESTRIANS DURING WEEK AND PEDESTRIAN ONLY ON WEEKEND OR EVENTS.
14	RESIDENTIAL ALLEY - PROVIDING ACCESS TO GARAGES, FLAG LOTS, AND ADUS.
15	MAIN STREET BUILDINGS - POSSIBLE MIXED-USE. THREE STORIES ALLOWED ON MAIN AND SETBACK TO GO TO FOUR STORIES.
17	PEDESTRIAN ALLEY CONNECTING BACK ALLEY AND PARKING TO MAIN STREET. ALLEY CAN BE USED FOR OUTDOOR DINING AND EVENTS.
18	EXISTING CENTRAL HEBER RESIDENTIAL NEIGHBORHOODS. MINIMAL CHANGE.
19	COMMERCIAL BUILDING COMPATIBLE IN SCALE AND DESIGN WITH MISSING MIDDLE HOUSING. BUILDINGS SHOULD BE CLOSE TO THE STREET WITH PARKING ON THE SIDE OR REAR.
20	PARKING ENTRANCES (NOT ON ARTERIAL STREETS)
21	DIAGONAL PARKING CENTRAL HEBER STREETS
22	SINGLE FAMILY HOMES
23	BUILDING STEPBACK. MAIN STREET AT 2-3 STORIES BEFORE GOING HIGHER.
24	POSSIBLE ROOF TOP AMENITIES.
25	MAIN STREET W/ FOUR TRAVEL LANES, PARALLEL PARKING AND ONE TURNING LANE/PLANTING MEDIAN. MORE TRAVEL LANES FOR VEHICLES, NARROWER SIDEWALKS AND LESS ON STREET PARKING.
26	MAIN STREET W/ TWO TRAVEL LANES, DIAGONAL PARKING, AND SIDEWALKS. THIS OPTION IS ONLY POSSIBLE AFTER THE UDOT BYPASS IS COMPLETED. THE RESULTS INCLUDE WIDER SIDEWALKS, MORE ON-STREET PARKING, SLOWER SPEEDS AND A STREETSCAPE MORE SUITED TO PEDESTRIANS.
30	ON-STREET PARALLEL PARKING
31	SINGLE FAMILY OR MISSING MIDDLE HOUSING (COMPATIBLE IN SCALE AND DESIGN WITH SINGLE FAMILY RESIDENTIAL)

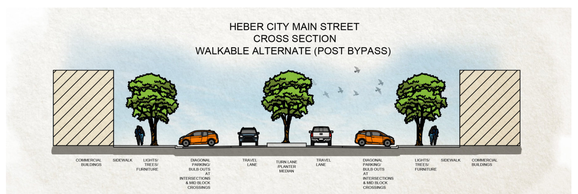
MAIN STREET MORE WALKABLE ALTERNATE



MAIN STREET CROSS SECTIONS







DOWNTOWN ADJACENT STREET CROSS SECTION



WHAT COULD MAIN STREET BE LIKE IN 2050?

Implementing a community vision is a long-term endeavor. Imagine what Heber could be like in 2050 if we take a proactive approach to growth in coming decades. Our vision is a centers strategy. We want to focus growth in areas that are most appropriate, so we can take some pressure off surrounding open lands and beloved neighborhoods. The Main Street District is our primary center, the heart of our community and region.

ENVISION CENTRAL HEBER









WE CELEBRATE AND NURTURE OUR COMMUNITY IN OUR MAIN STREET DISTRICT

As we grow, our Main Street District will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.

Current aerial photograph of the Main Street District between Main Street & 900 West, from City Park looking north; vision concept in illustration above and zoomed in below.







WE CELEBRATE LIFE TOGETHER

We cherish time with family and friends, and a community-friendly alley off Main Street provides space without the noise of traffic to enjoy time together, whether enjoying family fun at a market, an outdoor movie, or simply getting together for a meal with long-time friends.



Current aerial photograph of the Main Street District, looking south, with the blocks between 100 East and Main Street in the foreground; vision concept in illustration above; vision concept zoomed in below, looking northwest toward the Main Street and 100 South intersection.

WE CELEBRATE THE HEART OF OUR REGION

As we grow, our Main Street District continues providing our economic energy, featuring new places to live and work, set among ample space to get outside and see outside. While we foster a vibrant economy and provide more options for living in the heart of our city, we maintain space to enjoy the views and outdoor lifestyle that people in Heber love.



WE CELEBRATE OUR HERITAGE

We reflect on, remember, and celebrate Heber's heritage at Civic Center Block, highlighting the historic tabernacle and theater, daylighting Lake Creek, and creating interpretive elements commemorating our history. This space is also the center of our history walk which runs along Main Street and then along Center Street, ending at the historic depot building.

Current aerial photograph of the Civic Center Block, location of the historic tabernacle; vision concept for Civic Center Block in illustration above; vision concept zoomed in below, looking at a new public arts/history building and interpretive features.





A new building featuring public meeting and arts space complements the existing historic tabernacle and new outdoor elements highlighting our history. The creek reminds us of our ties to the nature around us.



A pedestrian-friendly Main Street concept.



Current aerial photograph of the Public Safety Block; vision concept for the Public Safety Block in illustration above; vision concept zoomed in below.

WE CELEBRATE COMMON SPACES

Rather than developing all of the green space on the Public Safety Block, this concept preserves a large plaza for enjoying a meal in the shade or strolling through an exhibition or year round farmer's market out of the weather. The trees and buildings along the perimeter reduce traffic noise and provide space for a plaza, food hall, meeting rooms, or other amenities.

A pedestrian-friendly concept for side streets.





WE CELEBRATE OUR PUBLIC SPACES

Our Civic Block, Public Safety Block, and our streets—including Main Street and adjacent side streets—all demonstrate care for our city and attention to maintaining high quality public spaces that people can use and enjoy.

RECREATION & TOURISM DISTRICT VISION

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional recreation and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

ENVISION CENTRAL HEBER

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA

Character

An outdoor-oriented district that lets Main Street shine while supporting local recreational activities and regional recreational destination pursuits.

Focus

Outdoor and recreational lifestyle

Features

Flex-space lifestyle center and gathering area; trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals and repair; potential shuttle to Main Street, pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking

Wide sidewalks, benches, outdoor dining areas, street trees, plaza space, fire pits/heaters, bike racks, activity structures, art/sculptures, planters, attractive streetlights

Use Mix

West Gateway
Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial

Civic: cultural assembly, performance and/or museum

Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)

Open Space: active plaza, pocket park, conservation garden

Parking: on-street public parking areawide, private parking lots

Railroad Area
Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office

Parking: on street public parking areawide, private parking lots

New School Neighborhood
Residential: missing middle, multifamily

Open Space: neighborhood park

Building Height

West Gateway
Up to four stories

Step backs required for buildings over three stories

Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

Railroad Area:
Up to two stories

New School Neighborhood:
Up to three stories

Visual

Style: classic materials and features, modern/clean lines

Preferred building materials: brick, wood/composite siding, sandstone, timbers

Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)



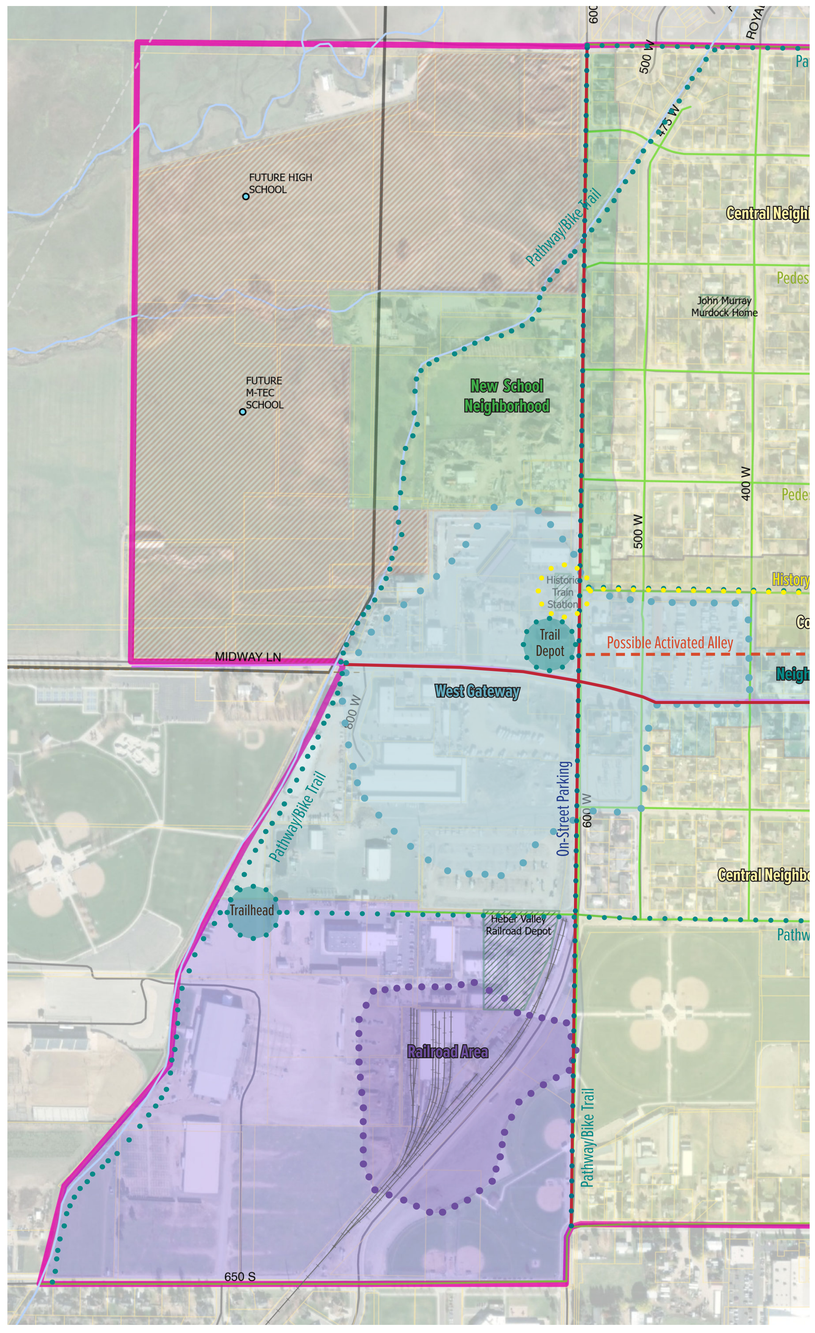










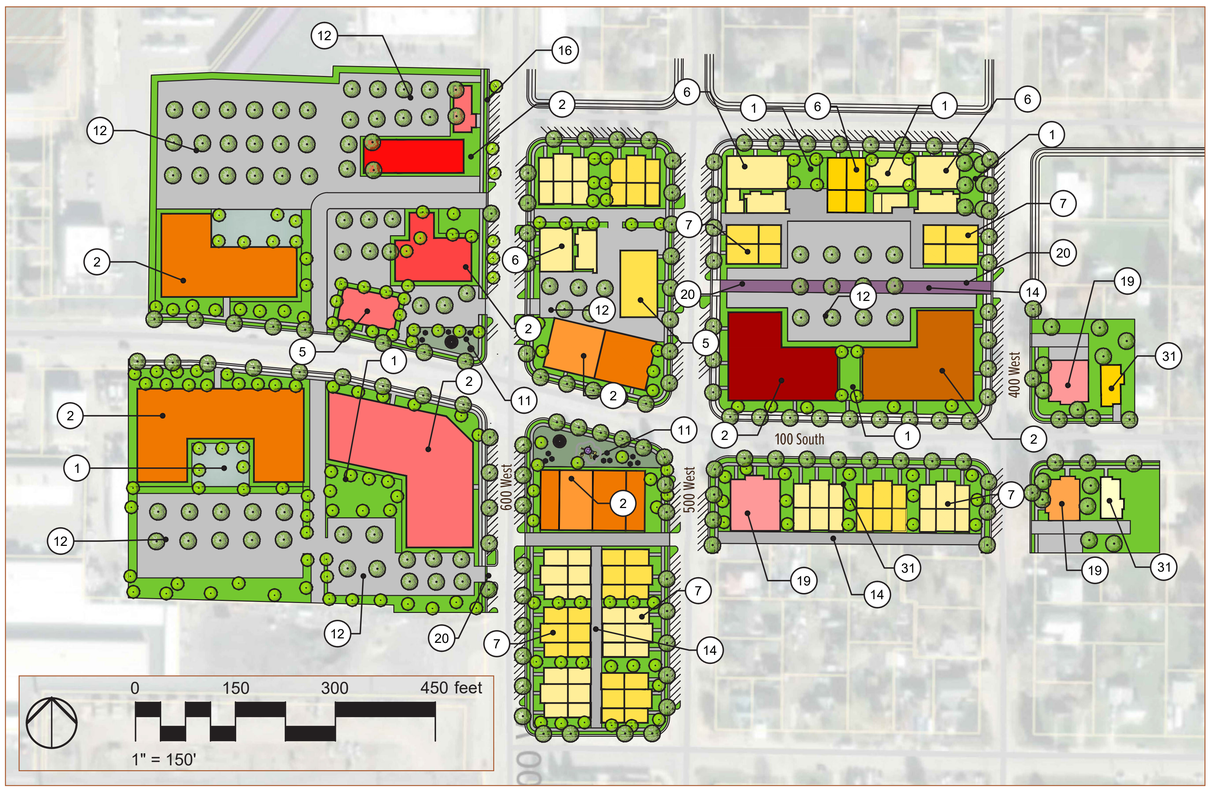


DEFINITIONS

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes. Examples include town homes and mansion homes.

Multifamily/Workforce Housing: a type of home that aims to provide affordable, safe, and comfortable living spaces for workers and their households. Examples include multiplex or stacked housing (apartments or condos).

WEST GATEWAY CONCEPT

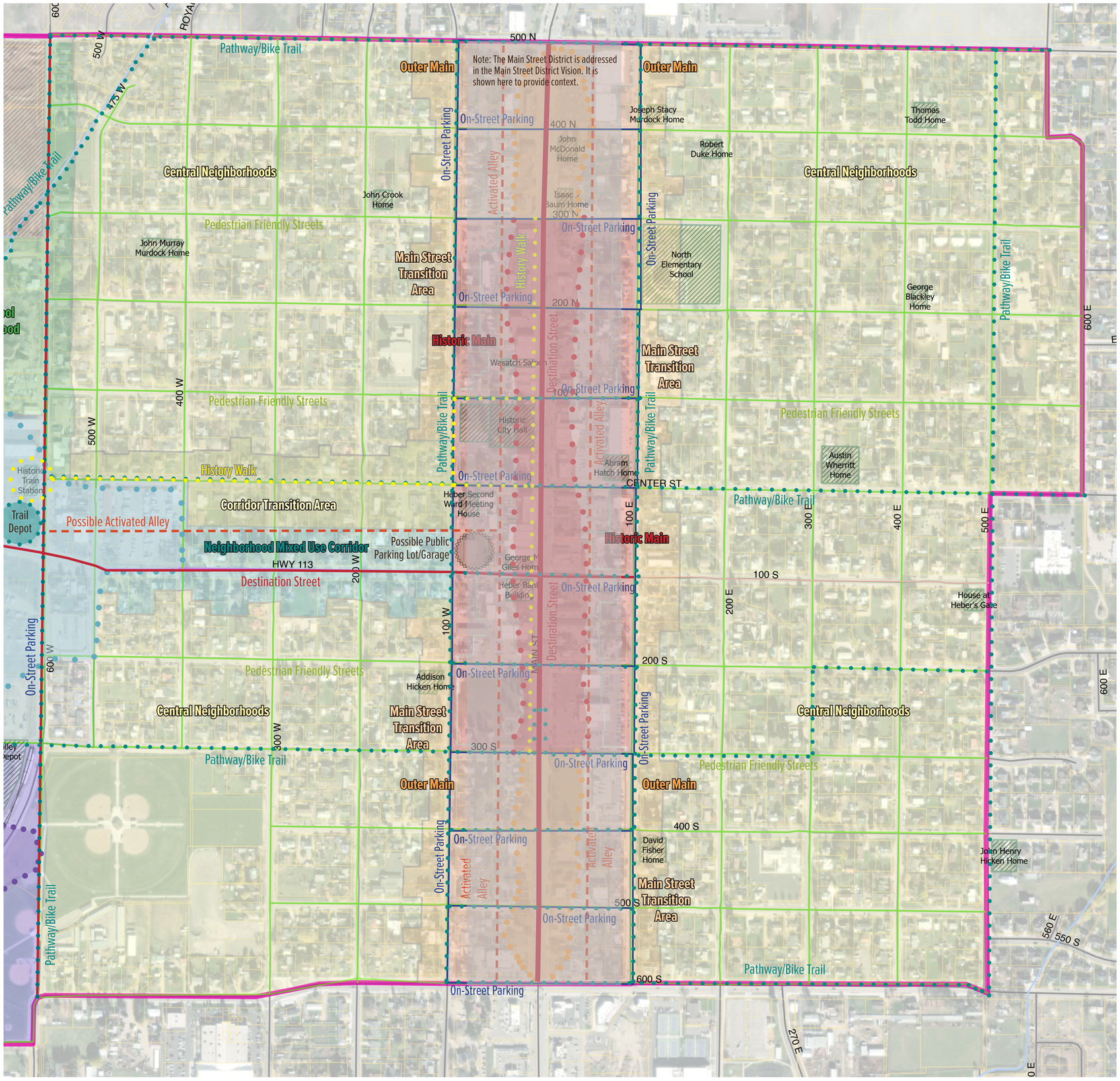


SYMBOL	DESCRIPTION
1	COMMON AREAS (LANDSCAPE, POCKET PARKS, COURTYARDS)
2	BUILDINGS (OPTIONS INCLUDE: MIXED USE, COMMERCIAL, HOTEL OR APARTMENTS)
5	COMMERCIAL BUILDING - FACING STREET WITH PARKING LOCATED TO THE SIDE OR REAR OF THE BUILDING
6	MISSING MIDDLE HOUSING (HOUSE SCALE, UNIT MIX IS TYPICALLY 3-5 PER BUILDING UP TO 12 UNITS A BUILDING)
7	MISSING MIDDLE HOUSING (TOWNHOMES, MANSION HOMES)
11	PLAZA
12	SURFACE PARKING AREAS - INCLUDING LANDSCAPING, TREES, AND WALKS. WHENEVER POSSIBLE PARKING LOTS SHOULD BE SHARED AND CONNECT TO MUTIPLE LOTS AND BUILDINGS.
14	RESIDENTIAL ALLEY - PROVIDING ACCESS TO GARAGES, FLAG LOTS, AND ADUS.
16	HISTORIC TRAIN BUILDING - TO BE PRESERVED IF POSSIBLE. POTENTIAL USES INCLUDE MUSEUM, RESTAURANT, OFFICE, OR RETAIL.
19	COMMERCIAL BUILDING COMPATIBLE IN SCALE AND DESIGN WITH MISSING MIDDLE HOUSING. BUILDINGS SHOULD BE CLOSE TO THE STREET WITH PARKING ON THE SIDE OR REAR.
20	PARKING ENTRANCES (NOT ON ARTERIAL STREETS)
31	SINGLE FAMILY OR MISSING MIDDLE HOUSING (COMPATIBLE IN SCALE AND DESIGN WITH SINGLE FAMILY RESIDENTIAL)

CENTRAL NEIGHBORHOODS VISION

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

ENVISION CENTRAL HEBER



MODEL BLOCK TYPE | NEIGHBORHOOD MIXED USE CORRIDOR

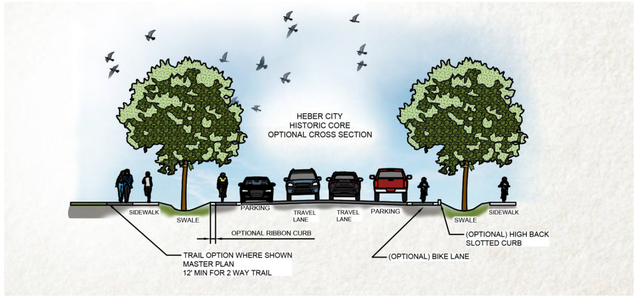


0 150 300 450 feet

1" = 150'

SYMBOL	DESCRIPTION
3	LOCAL STREET WITH ON STREET DIAGONAL PARKING
6	MISSING MIDDLE HOUSING (HOUSE SCALE, UNIT MIX IS TYPICALLY 3-5 PER BUILDING UP TO 12 UNITS A BUILDING)
7	MISSING MIDDLE HOUSING (TOWNHOMES, MANSION HOMES)
8	STAND ALONE COMMERCIAL (RESTAURANT, RETAIL, OFFICE)
14	RESIDENTIAL ALLEY - PROVIDING ACCESS TO GARAGES, FLAG LOTS, AND ADUS.
19	COMMERCIAL BUILDING COMPATIBLE IN SCALE AND DESIGN WITH MISSING MIDDLE HOUSING. BUILDINGS SHOULD BE CLOSE TO THE STREET WITH PARKING ON THE SIDE OR REAR.
22	SINGLE FAMILY HOMES
27	DETACHED ACCESSORY DWELLING UNIT
28	ATTACHED ACCESSORY DWELLING UNIT
29	FLAG LOT
30	ON-STREET PARALLEL PARKING

CENTRAL NEIGHBORHOODS CONCEPTUAL STREETS CROSS SECTION



CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR

Character
Quiet, pedestrian-friendly streets with a range of homes built across decades, supported by a neighborhood corridor that includes additional housing options and convenient neighborhood retail, restaurants, and services.

Focus
Residential, with some neighborhood retail and commercial along 100 South

Features
Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced

Use Mix

Neighborhoods
Residential: single family

Open Space: neighborhood park

Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots

Neighborhood Mixed Use Corridor
Residential & Lodging: missing middle multifamily, hotel

Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (on commercial corners on 100 South)

Open Space: pocket park/plaza, neighborhood park

Parking: on-street public parking, private parking lots behind buildings

Corridor Transition Area (area between mixed use corridor and neighborhoods)
Residential: missing middle, single family

Open Space: pocket park/plaza, neighborhood park

Building Height
Up to three stories






DEFINITIONS

Activated Alley: extra-wide sidewalk or shared pathway, street trees, seating/eating space

Destination Street: street with extra-wide sidewalk, street trees, seating/eating space, on-street parking

Missing Middle Housing: a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes. Examples include town homes and mansion homes.

Pedestrian Friendly Street: street with wide sidewalk, street trees, on-street parking

Heber City Council Staff Report

MEETING DATE: 9/5/2023
SUBJECT: Ordinance 2023-24, Hicken Fieldhouse MDA
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Addison Hicken is seeking a Development Agreement to convert the old Wasatch High School Fieldhouse, located at 280 E 600 S, into a residential duplex building.

The policy questions include the following:

1. Should the City enter into a Development Agreement to permit the conversion of the building into a duplex?

RECOMMENDATION

Staff recommends the Council approve Ordinance 2023-24.

BACKGROUND

During the development of the current Wasatch High School, there was need to create a road connection from 500 East to 600 South. The road was not able to go north due to an occupied home that would have to be removed for the future street. The decision was made to take a connecting road to the west around the adjoining properties to 600 South. In order to make the road geometry work, the road separated the old locker room from the rest of the campus. The Hicken family took on the property as a credit toward the land purchased for the school.

The Hicken family desires to do something with the property, however the parcel and building are non-conforming and do not meet any of the R-2 residential standards in order to permit a residence.

DISCUSSION

CURRENT ZONING

The current zoning is R-2 residential, with has the following requirements:

Zone	Current Lot and Building
8,000 square foot lot	Approx. 10,890 square feet

80’ lot width	56’ feet
30’ front setback	38’ front setback
20’ rear setback (corner lot)	No rear property line, 3 sided
20’ street side setback	1’ -2’ street side setback
6’ internal side setback	7’ internal side setback

Under the current zoning, the building could be used as an accessory building, possibly an accessory dwelling.

GENERAL PLAN

The property is identified as Medium Density Residential, with the follow characteristics.

- Primary Use: Single Family residential
- Density: 3-6 units per acre
- Existing single family neighborhoods with a mix of suburban and rural street standards

PROPOSAL

The Hicken family would like to convert the building into a standalone residence with 2 units. The proposed parking is in the front yard of the building. Parking for multi-family is recommended to be in the rear or side of the building.

Each unit would be approximately 1,000 square feet and 2 bedrooms.

FISCAL IMPACT

N/A

CONCLUSION

The Hicken family is seeking a development agreement to convert the old Wasatch High School football locker room into a duplex. Staff recommends the Council approve Ordinance 2023-24 with the following finds and conditions:

Findings
1. The Planning Commission held a public hearing on June 13, 2023.
2. The Planning Commission forwarded a positive recommendation on June 13, 2023.
3. The proposed development agreement is consistent with the General Plan.

Conditions
1. Parking shall be placed in the rear of the property.
2. Any additional conditions as outlined by the City Council _____.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** Ordinance 2023-24 as presented, with the findings and conditions as presented in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Hicken Fieldhouse Development Agreement
2. Location Map
3. Zoning Map
4. FIELD HOUSE CONCEPT-SITE 1A
5. Letter to City
6. Ordinance 2023-24 Hicken Fieldhouse MDA

When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

Parcel No. 00-0020-9353
Serial No. OHE-1247-3-005-045

DEVELOPMENT AGREEMENT
(Hicken Fieldhouse)

THIS DEVELOPMENT AGREEMENT entered into this _____ day of _____, 2023, by and between Heber City, a Utah municipality ("City"), and the June M. Hicken, an individual ("Developer" or "Owner"). Developer and City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Developer is the owner of an approximately .25 acre parcel of real property located at 280 E. 600 S. Heber City, Utah 84032 (the "Property"). A legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Developer desires to convert the existing building located on the Property into two approximately 1,000 square foot residential units; and

WHEREAS, the City has reviewed the concept plan for the new residential building, which Concept Plan is attached hereto as Exhibit B (the "Concept Plan"); and

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.,* in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Zoning**. The property shall be used and developed consistent with the requirements of the R-2 Residential, except as characterized by the approved Concept Plan and elevations shown in Exhibit B.

2. **Density**. The new building shall include two approximately 1,000 square foot residential units.

3. **Parking**. Parking shall be located in the rear of the building.

4. **Landscaping**. Developer shall complete the landscaping of the Property consistent with the Concept Plan prior to issuance of a certificate of occupancy for either residential unit.

5. **Lighting**. All lighting on the site shall be dark-sky complaint as per Heber City Zoning requirements.

6. **Permitting**. The site shall be eligible for approval of a building permit upon final site plan approval by the planning and engineering departments.

7. **Applicable Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.

8. **Default**. Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a "Default" under this Agreement.

   8.1 Notice. Any notice of default ("Default Notice") shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

   8.2. Cure. Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "Cure Period"). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with

reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

8.3. Developer's Exclusive Remedy. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO WDG, ITS SUCCESSORS OR ASSIGNS, OR ANY DEVELOPER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES**.

8.4 City's Remedies Upon Default. In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

8.5 Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing public interest and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing public interest, the City may impose the remedies of Section 14.4 without any further requirements or obligations to the Property Owners. The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default..

9. **Fees.** Developer shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.

10. **Entire Agreement**. This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.

11. **Time is of the essence**. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

12. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and

the Developer, the Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

13. **No Third-Party Beneficiary Rights**. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

14. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Developer's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.

15. **Notices.** Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

    <u>The City</u>:

    Heber City Manager
    75 N Main Street
    Heber City, UT 84032

    <u>Developer</u>

    June M. Hicken
    314 E 600 S
    Heber City, UT 84032

16. **Insurance and Indemnification.** Developer shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages

arising out of the negligent actions or inactions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.

17. **Bodily Injury and Property Damage Insurance**. Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.

18. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

19. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

21. **Other Necessary Acts**. Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

22. **Covenants Running with the Land and Manner of Enforcement**. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform

or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

23. **Amendment**. Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 32. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this _____ day of _____, 2023.

HEBER CITY:

By:_____
Heidi Franco, Mayor

ATTEST:

_____
Heber City Recorder

DATED this _____ day of _____, 2023.

DEVELOPER/OWNER

By: _____
June B. Hicken

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2023, personally appeared before me June B. Hicken, who duly acknowledged to me that she is the owner in fee and executed the same as such.

_____
NOTARY PUBLIC

Exhibit A

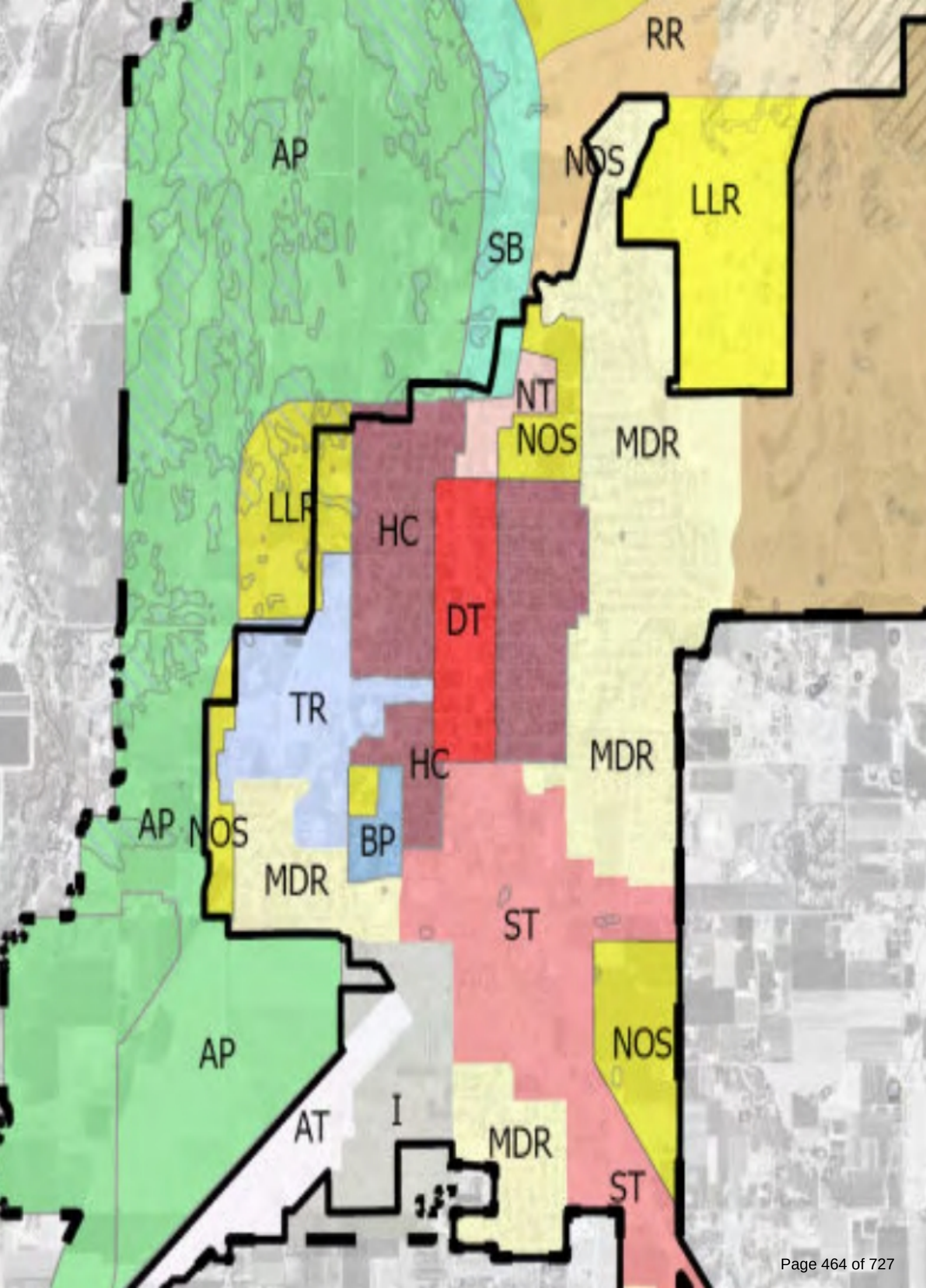
Legal Description

BEGINNING AT A POINT NORTH 2672.41 FEET AND WEST 992.39 FEET FROM THE S ¼ CORNER OF SEC 5 T4S R5E SLM: S0-36-48E 107.2; S0-19-19E 166.66; THENCE ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT 13.88 FEET (CHORD BEARS N47-27-27W); N19-53-44W 58.51; THENCE ALONG THE ARC OF A 320 FOOT RADIUS CURVE TO THE RIGHT 82.96 FEET (CHORD BEARS N12-26-52W); N5-0-0W 112.57; THENCE ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT 22.12 FEET (CHORD BEARS N42-30-0E); N90-0-0E 40.8 TO THE BEGINNING. AREA: 0.25 ACRES

Exhibit B

Concept Plan


E 500 S
E 600 S
S 200 E
S 400 E
S 270 E
E 700 S
Parcel # 04-3286
Parcel # 12-0068
Parcel # 04-3278
Parcel # 04-3294
Parcel # 04-3302
Parcel # 04-3245
Parcel # 04-3260
Parcel # 04-3252
Parcel # 13-5827
Parcel # 04-3237
Parcel # 04-3492
Parcel # 04-3494
Parcel # 04-3534
Parcel # 04-3518
Parcel # 04-3500
4 Parcel # 20-5153
4 Parcel # 04-3526
Parcel # 04-3450
Parcel # 04-3443
Parcel # 04-3427
Parcel # 04-3476
Parcel # 04-3468
Parcel # 04-3435
Parcel # 04-3591
Parcel # 04-3583
Parcel # 04-3567
Parcel # 05-8185
Parcel # 05-8144
Parcel # 05-8177
Parcel # 05-8086
Parcel # 14-9984
Parcel # 05-8102
1 Parcel # 20-9620
Parcel # 05-8110
WASATCH
Wasatch County High School


RR
AP
NOS
LLR
SB
NT
NOS
MDR
LLR
HC
DT
TR
HC
MDR
AP
NOS
BP
MDR
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NOS
AP
AT
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MDR
ST

PROJECT ENGINEER:
LARVIN POLLOCK
ELEVATE ENGINEERING
2208 WEST 700 SOUTH
SPRINGVILLE, UT 84663
(801) 718-5993
LARVIN@ELEVATENG.COM



LEGEND

LOT LINES (PROPERTY)	
EXISTING CURB AND GUTTER	
PROPOSED CURB AND GUTTER	
STRIPING	
BUILDING SETBACK	
LANDSCAPE SETBACK	
EXISTING BUILDING	
EXISTING FENCE	x
TOP BACK OF CURB	TBC
FINISHED FLOOR ELEVATION	FFE
LANDSCAPE AREA	
CONCRETE AREA	
GRAVEL	
WATER VALVE	WV
IRRIGATION VALVE	IRR
WATER METER/MANHOLE	W
FIRE HYDRANT/RISER	
CATCH BASIN	
SEWER MANHOLE	SS
STORM DRAIN MANHOLE	SD
GAS METER	GM

SITE DATA

LOT AREA:	11,080	SF (0.254 ACRES)
BUILDING AREA:	2,096	SF± 18.9%

ZONING: R-2 (RESIDENTIAL)
NOT PERMITTED
PARCEL ID#: 00-0020-9353

BUILDING DATA

CONSTRUCTION TYPE: V-B
SPRINKLERS: NO
SETBACKS:
FRONT=30 FEET
REAR=20 FEET
SIDE=6/20 FEET

PARKING TABULATION

REQUIRED: MULTI FAMILY DWELLINGS 2 SPACES PER DWELLING UNIT (4)

PROVIDED: 4 STALLS

CALL BEFORE YOU DIG! IT'S THE LAW! BLUE STAKES 1 800 662 4111

NORTH

SCALE: 1" = 10'
0 5 10 15 20 30

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LP
DESIGNER: BM

ELEVATE ENGINEERING
2208 WEST 700 SOUTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
larvin@elevateng.com

ELEVATE ENGINEERING

HICKEN FIELD HOUSE
SITE PLAN
270 EAST 600 SOUTH HEBER CITY, UTAH

PROFESSIONAL ENGINEER
5/15/2023
10864737
LARVIN POLLOCK
STATE OF UTAH

SHEET:
C-1

DATE: Mar 15, 2023



Hicken, Claude & June M - (Addison Hicken)

00-0020-9353 / OHE-1247-3-005-045

Property Location:

Former High School Football Locker Room

280 East 600 South

Heber, UT 84032

Issue:

Lot Size and Setback

Request to City:

Approval of unit to be remodeled and brought up to code as a residence dwelling to be rented out.

City Council was favorable to the request.

Benefits:

Nice housing with below-market rates

Better Lighting for sidewalks

Concrete wall to mitigate setback concerns

Utilities already in place

This property was owned for decades by the Wasatch School District and used as the football locker room. In +/-2006, my dad (Claude Hicken) sold property to the School District where the current high school was to be built. After 500 East was unable to be connected through Tom Watson's property to the east, it was decided to wrap the road around to the west and connect to 600 South from the previous football field parking lot. Instead of razing the building, my dad agreed to take it as a credit towards the purchase of the property. We have used the building as storage but now we would like to remodel it as an apartment unit. Over the years, there has been vandalism and theft. Being able to have this as a residence would eliminate these issues. Also, with the need for affordable housing in this market, we feel like this would be a way to benefit the community. We have multiple other rental properties in Heber and each one is rented out at significantly lower than market rates. There are also some other improvements to the area that can be discussed. This building is in great shape structurally and has the potential to be a great dwelling. With so many homes and new apartments being built, there are still many single individuals and young couples that are priced out of the housing market locally. We anticipate this project being able to help this segment of the community and their housing needs. Thank you for your consideration of this project.

ORDINANCE NO. 2023-24

AN ORDINANCE ADOPTING THE HICKEN FIELDHOUSE MASTER DEVELOPMENT AGREEMENT

WHEREAS, the Heber City Council finds it in the public interest to adopt the Hicken Fieldhouse MDA.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Hicken Fieldhouse Master Development Agreement is **ADOPTED** as shown in Exhibit 1.

This Ordinance shall take effect immediately upon passage.

ADOPTED and PASSED by the City Council of Heber City, Utah this _____ day of _____, 2023, by the following vote:

	AYE	NAY
Council Member Rachel Kahler	_____	_____
Council Member Ryan Stack	_____	_____
Council Member Mike Johnston	_____	_____
Council Member Yvonne Barney	_____	_____
Council Member Scott Phillips	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Date of First Recording: _____

Exhibit A

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	Authorization to solicit proposals for sale of City-owned Commerce Park property
RESPONSIBLE:	Matt Brower
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Maintenance and investment of existing real property and economic stimulus

SUMMARY

Interest in purchasing the City-owned property in the Industrial Park has been renewed. This item seeks to determine the Council's level of interest in these solicitations.

RECOMMENDATION

The Council reviews requests and offers to buy the industrial parcel. If the Council agrees, staff can negotiate a sale that meets the City's criteria for promoting responsible business and industry, that creates jobs and employees. The City would require proposals to demonstrate that businesses or operations will provide a significant number of employees, low impact, clean manufacturing, and industry. This will stimulate enterprise and business activity in the area.

BACKGROUND

The Heber City Industrial Park has only one remaining parcel, identified as Parcel I.D. 00-0021-1743, which is owned by the City. In the past 12-18 months, the City has received various requests from potential buyers to purchase this parcel, both formally and informally. Initially, the City provided specific criteria to interested parties regarding the type and expectations of potential businesses. The most recent proposal for purchase, titled "Proposal for Development Consideration by Michael Pavicic & Utah Peaks, LLC," is included as Exhibit A.

The city staff has created a draft of terms for potential buyers of the former lots in the Industrial Park. The proposed terms include:

1. The need for an appraiser and specific details within the purchase agreement such as the purchase price and a timeline. The agreement should also indicate triggers for property development.

2. Developers must construct a building suitable for commercial or industrial use and ensure that the business occupying the building provides a minimum number of employees, as specified.

DISCUSSION

Should the City consider selling the aforementioned parcel, and, entertain and or seek other offers? Should the City seek a specific type of business, or require a certain set of criteria of desired elements for the anticipated industry, enterprise, or business?

If there is a desire to further investigate or encourage a sale of the property, City staff proposes that sale proceeds from such a sale be used to purchase other real property sites within the City for a variety of needs and uses. For example, the expansion of the City offices, with associated open space and improved park areas, investment property, or additional land for other government buildings. These areas could include, but not be limited to, the existing Wasatch County building and associated areas consisting of Tabernacle Square, and commercial areas along Main Street.

FISCAL IMPACT

There would be routine appraisals, title review work, and associated closing costs for the sale. The proceeds from the sale would later be reinvested in purchases.

CONCLUSION

The ultimate goal is for the City to close a secure and profitable land deal that utilizes existing property while attracting new industries, creating jobs, and boosting the local economy.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. 2200_001

HEBER CITY

HEART OF THE WASATCH BACK

Proposal for Development Consideration: 2295 South 390 West, Heber City, UT 84032

Prepared by:
Michael Pavicic
&
Utah Peaks, LLC
2237 S 390 W
Heber, UT 84032
Phone (Michael): 435-671-9683
Phone (Daniel): 435-565-1255
Email: MPavicic@avirockymountain.com
Email: daniel@nelsongroup13.com

Purchase Price:
Michael Pavicic and Utah Peaks, LLC are proposing the purchase of Parcel I.D. 00-0021-1743 in Power Industrial Park for the purchase price of $450,000.00. The site will be purchased in all cash.

The site plan calls to construct a 20,000 square foot flex space warehouse facility. Overall, this development would aim to align itself with Heber Cities multifaceted goals by working to create a high-quality long-lasting project through large capital investments into the site.

Purchaser Background & Experience:
With over 25 years of construction experience since his first project in 1996, Michael Pavicic has ample experience in both the real estate development industry as well as extensive knowledge of the Heber City market as a resident for the last fourteen years. Michael Pavicic owns and operates AVI Rocky Mountain LLC, a company he founded that currently operates out of their site in Power Industrial Park. AVI Rocky Mountain works to sell and help install a multitude of different products and solutions for different industries including oil and gas, water, and wastewater, municipal and much more.

Utah Peaks has a proven local track record of getting done what they say they will and maintain premier properties after completion. Utah Peaks is committed to building out this project at the already established highest level of construction.

HEBER CITY

HEART OF THE WASATCH BACK

Development Proposal:

The Development of the 1.5-acre parcel located at 2295 S. 390 W. Heber City, Utah 84032 will consist of a 20,000 square foot industrial flex space warehouse comprised of 4 separate units of 5,000 square feet each. The project will consist of newer construction to be held up to and above industry standards to ensure the project has high capital investment on the part of the investor and in order to create a high-quality long-lasting product that will service Heber City business tenants for the long term.

Some of the property's features will include 24-foot clear height ceilings, 14'x16' ground level overhead doors and a large per area size that allows a tenant a mix of both warehouse space and office space depending upon tenants needs. Because of the building's innovative and flexible design, the space will be able to attract a wide array of business types in Heber City that could utilize the space for their contrasting and unique needs.

Below are initial site plans as well as 3D renderings of the proposed development inspired by and designed from the current warehouse building located at 2237 S 390 W in Power Industrial Park leased by Michael Pavicic himself. 2237 S 390 W has had much success and has proven to be both a financially feasible project as well as an attractive building for Heber City businesses. By implementing an already well received design and product, this site aims to minimize risk by creating a project with a tract record at Power Industrial Park of proven success that is familiar, understood and less likely to cause problems for the developers, investors, city, or businesses of Heber City.

Thank you for your time and consideration in this offer. Should you have any questions Please email or alternately advise a time you would like to meet to further discuss.

Sincerely, Utah peaks and Michael Pavicic.

HEBER CITY

HEART OF THE WASATCH BACK

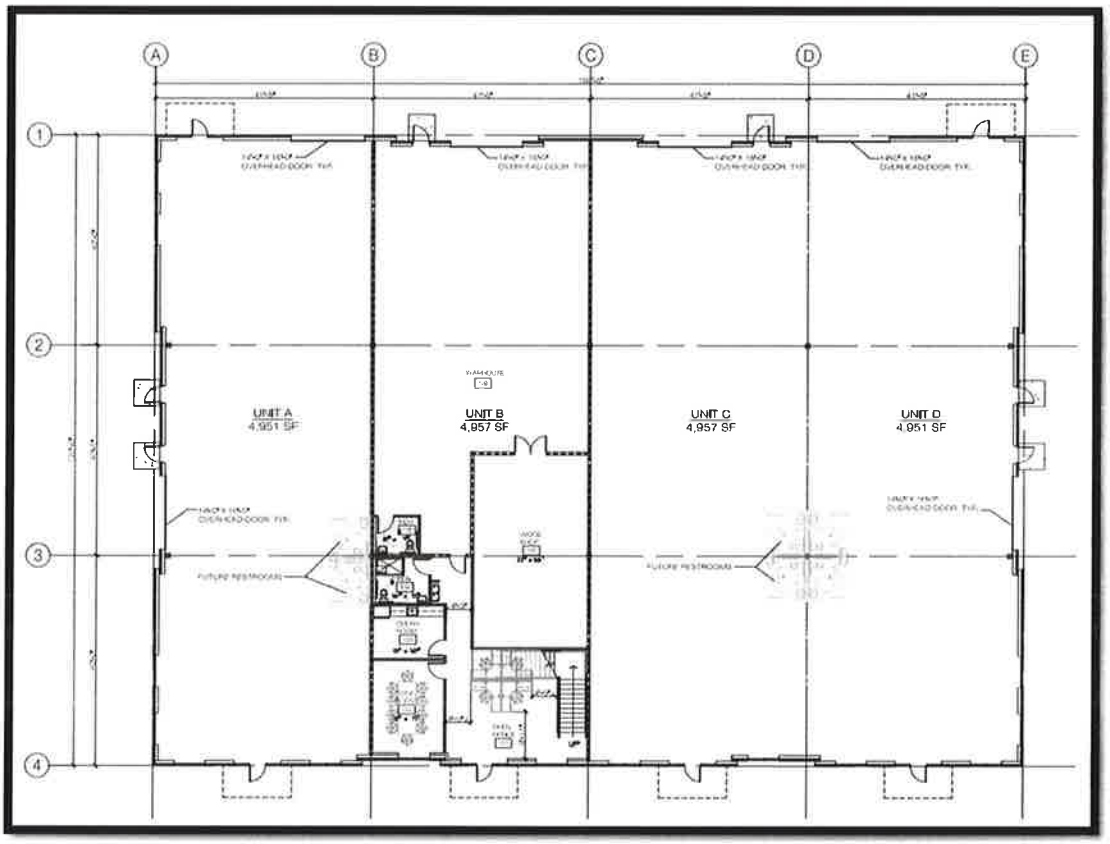
3D Rendering:



HEBER CITY

HEART OF THE WASATCH BACK

Site Plan:



Heber City Council Staff Report

MEETING DATE: 9/5/2023

SUBJECT: MOU between Wasatch County, Heber City, and the Church of Jesus Christ of Latter Day Saints regarding land use authority, required improvements, and maintenance responsibility relating to the Heber Valley Temple Project

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

The Church of Jesus Christ of Latter Day Saints has made application to Wasatch County for approval of the Heber Valley Temple to be located on the south side of Center Street east of the Humbug Canal. Because the site is located in Wasatch County, but Center Street is a Heber City Road, an MOU is necessary to clarify some of the issues relating to the development.

RECOMMENDATION

Approve the proposed MOU conditioned upon the following:

1. That the Temple Project is Approved by Wasatch County
2. That the MOU is Approved by Wasatch County
3. That the Center Street Infrastructure and Road Improvement Plans are Approved by the City Engineer

BACKGROUND

The current City boundary is located south of the Center Street roadway. As required by the County's Master Plan, additional land will need to be dedicated as right-of-way (ROW) to meet their future roadway and trail cross section requirements. Although the ROW will be dedicated to the City, the additional land will actually be located outside of current City limits. Even though the additional dedicated land will be owned by Heber City, the County will have land use authority over it.

In addition, the initial traffic impact study submitted by the Church showed that the new entrance connection to Center Street would operate at an unacceptable level of service. To mitigate this concern, staff proposed that the Church construct a roundabout at the west entrance of the temple (also corresponding to the intersection of Heritage Farms Parkway). This solution would resolve the concern regarding the LOS and the Church has agreed to this request. The roundabout will also require additional land dedication to the City at the west entrance.

The proposed MOU outlines the obligations and maintenance responsibilities of each party. In summary:

- Additional ROW will be dedicated by the Church to Heber City.
- The Church will pay for and construct all required roadway improvements including asphalt widening, curb and gutter, roundabout, street lighting and storm drainage improvements per City requirements.
- All improvements behind the curb and gutter will follow County requirements
- The City will be responsible to maintain the roadway improvements including the public storm drain system and the street lights.
- The Church will be responsible for maintenance of all improvements behind the back of curb including landscaping and the trail.

DISCUSSION

This project highlights another concern relating to impacts projects in the County can have on City roads. For example, in addition to the proposed roundabout intersection, the Temple project will contribute to impacts and future needed improvements at several other City intersections. Typically these types of impacts are addressed through the City's assessment of impact fees at the time of Building Permit. However, when the development and related building permits occur in the County, there is not currently any means or agreement by which impact fees can be collected by the County and passed through to the City. For typical residences, this is not a big concern as City traffic also affects County roads and the impacts can offset, However, for larger projects with more traffic impacts, this is a concern, and it is recommended that the City pursue a solution with the County.

FISCAL IMPACT

Fiscal impact to the City would include ongoing operation and maintenance costs associated with the roadway improvements.

CONCLUSION

N/A

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, Engineering Director

EXHIBITS

1. Proposed MOU with County Comments
2. Draft Road Improvements & Temple Site Plan

[NOTE TO COUNTY: THIS INITIAL DRAFT IS BEING SUBMITTED BY THE CHURCH OF JESUS-CHRIST OF LATTER-DAY SANTS IN CONNECTION WITH AN APPLICATION FOR A TEMPLE SITE IN WASATCH COUNTY. THE CHURCH ANTICIPATES THAT THE PARTIES WILL EDIT AND REVISE THIS DRAFT AS THE COUNTY'S DESIGN REVIEW PROCESS PROCEEDS.]

MEMORANDUM OF UNDERSTANDING

(Maintenance of a Portion of Center Street)

This *Memorandum of Understanding* ("**MOU**") is made by and among Wasatch County, a political subdivision of the State of Utah ("**County**"), Heber City, a political subdivision of the State of Utah ("**City**"), and the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Owner**"), effective as of the date signed by all parties, as evidenced on the signature page(s) hereto ("**Effective Date**"). The County, City, and Owner are each a "**party**" to this MOU, collectively they are the "**parties**" hereto.

RECITALS

A. Owner holds title to certain parcels of real property located in Wasatch County, Utah, commonly known as Wasatch County Parcel Nos. 08-9990 and 12-1884 (collectively, the "**Property**").

B. The Property comprises approximately 17.23 acres of land and is adjacent to, and to the south of, Center Street. Owner proposes to develop the Property as a site for religious worship. A site plan for the intended project ("**Site Plan**") is attached hereto as **Exhibit A**.

C. The Property is within the unincorporated portion of Wasatch County. The portion of Center Street which is adjacent to the Property ("**Designated Street Segment**") is largely within the municipal boundaries of Heber City. However, a portion of the right of way for the Designated Street Segment will remain within the unincorporated portion of Wasatch County.

~~C.~~**D.** Owner has applied to the County for a Site Plan and a final subdivision application for a Small-Scale Subdivision for the Temple Project ("County Applications"), and all rights and obligations in this MOU are conditioned upon County approval of the final subdivision approval and site plan approval.

~~D.~~**E.** Because the Designated Street Segment will lie within two different jurisdictions, in this MOU, the parties wish to set forth their respective obligations relating to the improvement and maintenance of the Designated Street Segment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the parties agree as follows:

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1. Recitals Incorporated. The foregoing Recitals are incorporated into, and made part of, the parties agreement.

2. Dedication of Right of Way. Owner will dedicate a portion of the right of way for the Designated Street Segment to the public. Even though such portion of the right of way is located in unincorporated Wasatch County, Owner will dedicate the right of way to the City and the City will accept such dedication.

3. Parties' Construction Obligations.

3.1. New Collector Street. A new collector street ("**New Collector Street**") is anticipated to be constructed going north from Center Street on the north side of the Property and east of the Humbug Canal. With the exception of the Roundabout and connection of the Roundabout into said New Collector Street, Owner will not be responsible for construction or costs associated with the New Collector Street.

3.2. Roundabout. The parties agree that a traffic roundabout ("**Roundabout**") will be installed as a traffic control device at the intersection of the New Collector Street and Center Street pursuant to standards and a final design to be approved by the City. Owner will be solely responsible for design, construction and all related costs of the Roundabout.

3.3. Right of Way Improvements. The Owner will be solely responsible for installing the street, gutter, and other right of way improvements on the south side of the Designated Street Segment, including, pavement, curb, gutter, sidewalk, and other improvements beyond the back of curb consistent with the Site Plan. Improvements within the traffic right of way will be installed pursuant to standards set by the City. Other improvements will be installed pursuant to applicable standards imposed by the County. Owner shall have no responsibility to install any improvements on the north side of the Designated Street Segment with the exception of those required for the Roundabout including surface restoration.

3.4. Lighting. Owner will install all street lighting for the Designated Street Segment which will include (south side only): two streetlights on the Roundabout (one on the northeast and one on the southwest); one streetlight at the west side of the east entrance to the Property; and three other streetlights along the frontage of the Property according to the Heber City Standards. All streetlights on the Property will comply with the County's recently-adopted Exterior Lighting Ordinance (Ordinance No. 23-01).

3.5. Pedestrian Trail. As shown on the Site Plan, Owner will install a perimeter trail ("**Trail**") on the exterior of the Property adjacent to the Designated Street Segment. Owner may elect to install light bollards on the Trail consistent with applicable standards imposed by the County.

4. Parties' Maintenance Obligations.

4.1. City's Obligation. The City hereby accepts the obligation to maintain the right of way improvements for the Designated Street Segment to the back of curb. The City shall also maintain all streetlights within the Designated Street Segment built according to Heber Standards.

4.2. Owner's Obligation. Owner hereby accepts the obligation to maintain all right of way improvements (except street lighting) beyond the back of curb consistent with applicable standards imposed by the County. The Owner will maintain the Trail and any light bollards consistent with applicable standards imposed by the County.

5. Term of MOU. The term of this MOU will be twenty-five (25) years after the Effective Date, unless previously terminated by the joint agreement of all parties. This MOU may be recorded with any final plat for the Property. The maintenance requirements of the Owner are intended to run with the land, and shall remain for the life of the project approved with the County Applications, unless the County or another governmental entity assumes those maintenance obligations in writing.

6. Approvals. Each party represents and warrants to the other parties that the representing party has received all approvals necessary to execute this MOU and perform hereunder. Owner has applied for the County Applications, and all rights and obligations in this MOU are conditioned upon County approval of the County Applications, and the recording of the associated final plat. County may execute the MOU prior to approval or denial of the County Applications.

7. Default and Remedies. No party will be deemed in default under this MOU unless the defaulting party is given written notice and the alleged default remains uncured for a period of thirty (30) days after such party's receipt of written notice. The parties will be entitled to pursue any remedy available at law or in equity with respect to a breach of this Agreement; provided, however, that no party will be liable for any indirect, consequential, or exemplary damages.

8. No Personal Obligations. No employee, officer, official, representative, elected officer, or agent will be personally liable for the obligations and duties of any party to this MOU.

9. Notices. Any notice required or permitted hereunder must be given in writing via personal delivery, overnight delivery by a national carrier, or certified U.S. Mail. The parties' addresses for notice are set forth on the signature page(s) to this MOU. Any party may change its address for notice by giving written notice of the change in the manner provided herein.

10. No Assignment. The parties' rights and obligations under this MOU may not be assigned or transferred without the consent of the other parties to this MOU.

11. Miscellaneous. This MOU is for the benefit of the parties hereto only. No third-parties are intended as beneficiaries or parties with rights hereunder. This MOU may be executed in

counterparts. This MOU represents the entire agreement of the parties with respect to the subject matter of this MOU. This MOU may be amended only in a written instrument signed by all parties. This MOU is governed by the laws of the State of Utah. In the event of any action to interpret or enforce this MOU, the parties consent to the jurisdiction courts situated in Wasatch County, Utah.

[*End of MOU. Signature Page(s) Follow.*]

THEREFORE, in witness of the foregoing, the parties have signed this MOU.

CITY:
HEBER CITY, a political subdivision of the State of Utah

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
City Recorder

City's Address for Notice:

_____

_____

_____

_____

COUNTY:
WASATCH COUNTY, a political subdivision of the State of Utah

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
County Clerk

County's Address for Notice:

_____

_____

_____

_____

OWNER:
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____

Name: _____

Title: _____

Date: _____

Owner's Address for Notice:

_____

_____

_____

_____

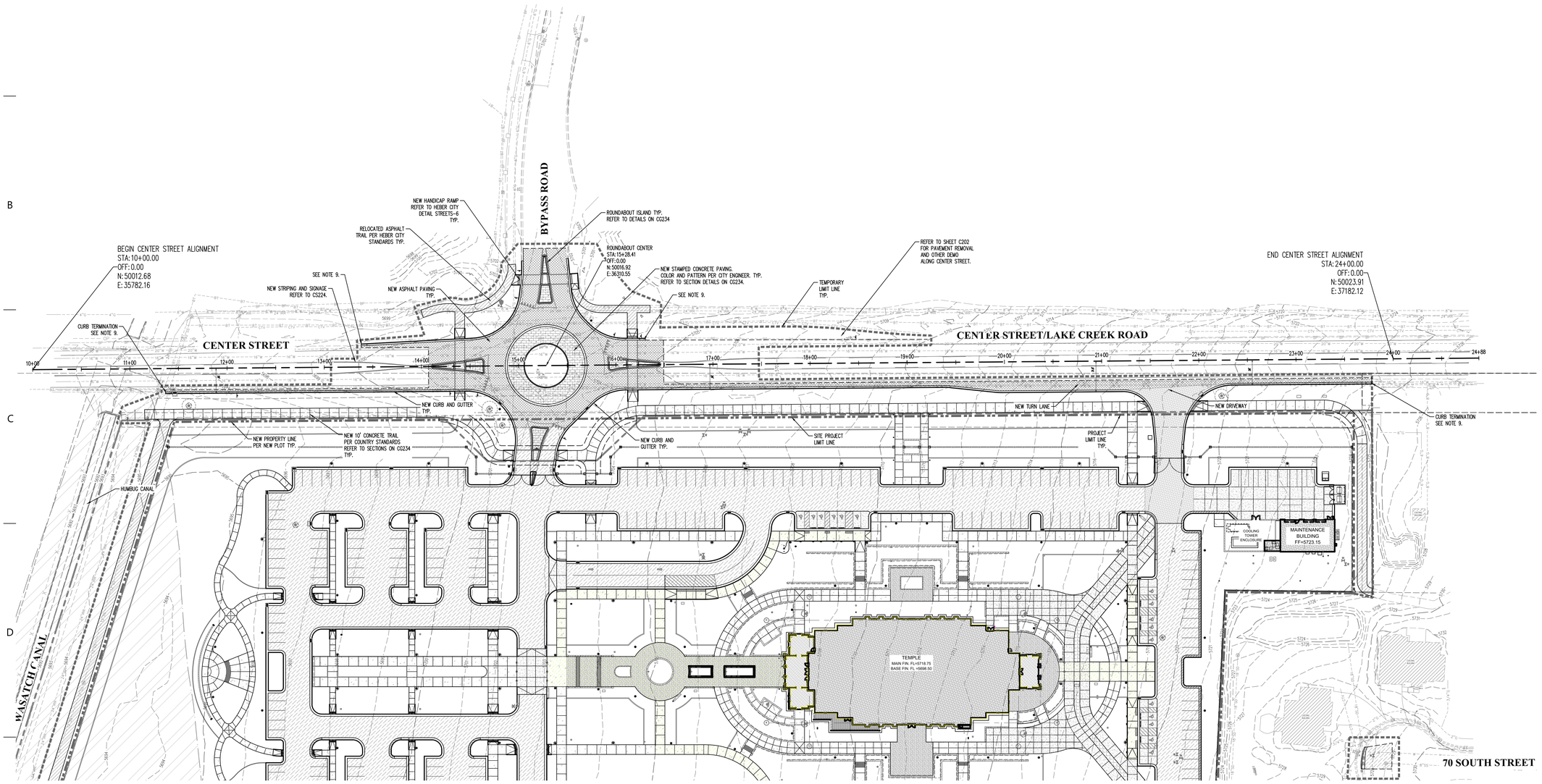
EXHIBIT A

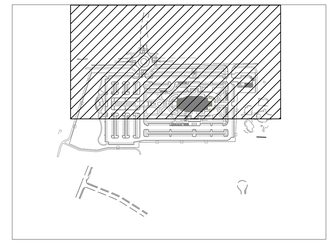
(Site Plan for the Property and Designated Street Segment)

MARK	REVISION	DATE

NOTE:

1. ALL STATIONS ARE BASED ON CENTER STREET CENTER LINE ALIGNMENT.
2. ALL WORK IN CENTER STREET RIGHT OF WAY TO MEET CITY STANDARDS AND SPECIFICATIONS. REFER TO CITY STANDARD DETAILS ON C102. REFER TO NOTES ON C100.
3. NEW SAWCUTS SHOWN FOR PAVEMENT REPAIR ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY NEW CROSS SLOPES FOR PAVEMENT REPAIR ARE TO BE BETWEEN A MINIMUM OF 1.5% AND A MAXIMUM OF 3%.
4. CONTRACTOR RESPONSIBLE TO MAINTAIN AT LEAST ONE WAY TRAFFIC AT ALL TIMES DURING CONSTRUCTION DURING WORKDAY AND TWO WAY TRAFFIC AT ALL OTHER TIMES FOR CENTER STREET. CONTRACTOR ALSO RESPONSIBLE TO OBTAIN AND MAINTAIN A CITY APPROVED TRAFFIC CONTROL PLAN FOR ALL WORK IN RIGHT OF WAY OR ADJACENT EASEMENT.
5. ALL WORK ON TRAILS TO MEET COUNTY STANDARDS.
6. REFER TO SHEET C0234 FOR ROADWAY AND ROUNDABOUT STANDARD DETAILS AND SECTIONS.
7. REFER TO SHEET CS224 FOR ROUNDABOUT SIGNING AND STRIPING.
8. REFER TO SHEET CS202 FOR ROADWAY DEMO ALONG CENTER STREET.
9. COMPLETE CURB TERMINATION OVER 6' MINIMUM REFER TO DETAIL ON C102.
10. ALL AREAS DISTURBED PER NEW CONSTRUCTION ALONG ROADWAY TO BE RESEED OR LANDSCAPED. REFER TO LANDSCAPE PLANS.





VICINITY MAP

NOT FOR CONSTRUCTION

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 5691319

CORE ARCHITECTURE
233 SOUTH PLEASANT GROVE BLVD. SUITE 105
PLEASANT GROVE, UTAH 84062
PHONE: (801) 769-3000
WWW.COREARCH.COM

THE INFORMATION HEREIN IS THE PROPERTY OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS AND MAY NOT BE REPRODUCED OR USED WITHOUT PRIOR WRITTEN CONSENT. © 2023

DATE:	08 MAY 2023
PROJECT #:	22-017
PROJ. MAN.:	JRV
CHECKED BY:	ECP

The Church of Jesus Christ of Latter-day Saints

HEBER VALLEY UTAH TEMPLE

1400 EAST CENTER STREET
HEBER CITY, UT 84032

SHEET DESCRIPTION: **CENTER STREET OVERALL PLAN**

SHEET: **CS220**

SCALE 1"=40'

Autodesk Docs://22-017 Heber Valley Utah Temple/HVUT-ARCH.rvt
5/8/2023 12:48:48 PM

Heber City Council Staff Report

MEETING DATE:	9/5/2023
SUBJECT:	Ordinance 2023-26, Update to the Engineering Standard Specifications and Drawings and the Storm Water Manual
RESPONSIBLE:	Gordon Miner
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Infrastructure Sustainability, Necessary Administrative Action

SUMMARY

The policy questions include the following:

Should the City Council adopt Staff's proposed updates to Engineering Standard Specifications and Drawings and Storm Water Design Manual?

RECOMMENDATION

On July 11, 2023, the Planning Commission conducted a public hearing and forwarded a positive recommendation for Staff's proposed updates to the Engineering Standard Specifications and Drawings and Storm Water Design Manual. With that recommendation, the Planning Commission added a recommendation that street light density be increased to all intersections and between intersections.

On August 15, 2023, the City Council discussed this item in a work session, directed staff to go ahead and change the street light standard to have street lights at all intersections, not just collectors and larger. The Council also provided feedback on other specifications. The changes from the August 15th City Council meeting are shown in blue text in the attached Specifications. Included in this packet are the Standard Plat template, which is added by reference to the Standard Specifications.

Staff recommends that the City Council adopt Staff's proposed updates to the Engineering Standards Specifications and Drawings, and the Storm Water Design Manual.

Several checklists have been included with this item. They are not proposed to be codified. They are provided to invite comments from the Council about them, and to inform the Council that the checklists will be used to guide applicants, applicants' professionals, and Staff through the development entitlement process.

BACKGROUND

The subject documents have already been adopted by the City. From time to time, updates are necessary to stay abreast of current industry practices, make clarifications, and to make these documents more user-friendly. Previously, many standards were scattered in notes throughout the Drawings or throughout the Specifications.

The Engineering Department collaborated with the Public Works Department to ensure that they, as operators and maintainers of City systems, are fully-involved in the design and construction of said systems.

DISCUSSION

Several of the Specification sections and several of the Drawings remain unchanged. But, to orient you to the changes relative to the entire document, we have provided you with the entire document. Please notice the tables of contents of the Specifications and of the Drawings. The Specifications and Drawings that were changed are shown in red. The most-significant change is to put all design standards in one place (Section 00700), divide them by system, and add relevant standards, as needed. Other major changes include:

- Bolstering supporting industry standards and showing them hierarchically.
- Listing and describing engineering submittals necessary for development approval.
- Providing detailed geometric design standards for streets.
- Providing access management standards for street.
- Updating the Approved Equivalents for the Water System.
- Allowing the “Big Dipper” indoor grease trap when space does not allow outdoor equipment.
- Reworking of the Irrigation System service meter boxes.
- Emphasizing responsibility and accountability of design engineers.

FISCAL IMPACT

No direct fiscal impact. Indirectly, implementing sound standards and specifications improves the sustainability of City infrastructure and saves money over time.

CONCLUSION

We recommend these updates for the reasons described above.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Gordon Miner, Engineer

EXHIBITS

1. Draft Storm Water Design Manual 230815
2. Draft Specs 230905
3. Standard Plat Template per Comments 230905
4. Final Plan Engineering Review Checklist 230905
5. Preliminary Plan Engineering Review Checklist 230905
6. Dark Sky Compliant
7. Draft Standard Drawings 230905

HEBER CITY

HEART OF THE WASATCH BACK

HEBER CITY STORM WATER DESIGN MANUAL

Heber City Engineering

JULY 2023

~~SEPTEMBER 20, 2022~~

HEBER CITY
75 N Main Street
Heber City, UT 84032

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Introduction

Purpose of document

The purpose of this document is to establish design standards and guidelines for storm drainage infrastructure within Heber City. This document also promotes uniformity among development design submittals and drainage reports.

The design criteria in this document are for use on public and private projects within the city. There are other adopted City documents that also reference requirements related to storm drain systems within the city. These documents include the Heber City Standard Specifications and Drawings, the Heber City Master Plans, and the Heber City Municipal Code. This document is designed to work in collaboration with these other stated references, however, in the case of discrepancies the more stringent standard will apply. All requirements and the intent of design requirements in this document shall be met unless otherwise approved by the City Engineer.

Definitions

cfs	*Cubic feet per second (449 gallons per minute)*
Ac-Ft	*Acre-foot (volume of water required to cover an acre of land to a depth of one foot)*
Detention	*Short term storage of runoff provided by a pond or similar facility. An outlet is provided that allows water to be released from the facility at a predetermined rate.*
LID	*Low Impact Development is an approach to improving water quality by reducing the amount of storm runoff generated by a project and relying on infiltration or evaporation to handle runoff where it is generated.*
Retention	*Long term storage of storm water provided by a pond or similar facility that does not allow water to be discharged. Water will stay in a retention pond after a storm event until it either evaporates or infiltrates into the bottom of the pond.*

Approval Procedure

Preliminary Drainage Plan and Report

i. A preliminary drainage plan and report are required for all site plan and subdivision developments within the city. The preliminary drainage plan must include the following as applicable:
    1. Existing topography (2-foot contours or finer) extending at least 100 feet beyond the site
    2. Existing drainage infrastructure and features
    3. Existing drainage and gravity irrigation channel/canal features
    4. Watershed delineations and existing drainage patterns/flow paths
    5. Proposed drainage infrastructure and features (onsite and offsite)
    6. Proposed drainage patterns/flow paths

ii. The preliminary drainage report must include the following as applicable:
    1. Introduction
    2. Project Scope
    3. Project Location
    4. Description of Existing Conditions
    5. Drainage Design Criteria
    6. Off-Site Watershed Drainage and Hydrology
        a. Preliminary Upstream/Downstream Flood Analysis
        b. Preliminary Hazards & Debris-Flow Analysis
    7. On-Site Area Drainage and Hydrology and Hydraulics
    8. LID features
    9. Detention and/or Retention Facilities
    10. Water Quality Features (e.g., LID, HDS, pretreatment etc.)
    11. Major Stream Crossings
    12. Non-pressurized Irrigation Systems

Final Drainage Plan and Report

iii. Final drainage plans and report are required for all site plan and subdivision developments within the City shall be submitted after acceptance/approval of the preliminary submittal. The final drainage report shall be submitted for review prior to final site plan or subdivision approval.

iv. Final Drainage Plans must include the following as applicable:
    1. Existing and proposed topography (2-foot contours or finer) extending at least 100 feet beyond the site
    2. Existing drainage infrastructure and features
        a. Onsite features (channels, flow control, etc.)
        b. Offsite features (debris basins, etc.)
    3. Existing drainage and gravity irrigation channel/canal features
    4. Watershed delineations and existing drainage patterns/flow paths
    5. Location of all proposed drainage features
        a. Onsite features (channels, flow control, etc.)
        b. Offsite features (debris basins, etc.)

6. Proposed drainage patterns/flow paths
7. Proposed drainage details
8. Improvements to city facilities
9. LID, water quality and retention features

v. Final Drainage Report must include as applicable:
1. Introduction
2. Project Scope
3. Project Location
4. Detailed Description of Existing Conditions
5. Drainage Design Criteria
6. Off-Site Drainage and Hydrology with Final Calculations
    a. Final Upstream/Downstream Flood Analysis
    b. Final Hazards & Debris-Flow Analysis
    c. Recommended Mitigation
7. On-Site Drainage Hydrology and Hydraulics with Final Calculations
8. Description of LID Measures
    a. Justification for products selected and why they are most appropriate
    b. Compliance with on-site retention rules
9. Detailed Description of Detention and/or Retention Facilities
10. Major Stream Crossing
11. Non-pressured Irrigation Systems
12. Permanent Erosion Control Features
13. Water Quality Features (e.g., LID, HDS, pretreatment etc.)
14. Storm Drain System Calculations

All plans and reports are subject to review and approved by Provo River Watershed Council. See Appendix A for list of resources for drainage design in Heber City.

Design Standards and Analysis Methods

These standards apply to all developments within Heber City including the North Village area or other areas that may annex into the City in the future. Heber City may establish additional storm drain design criteria for certain development areas through a new Storm Drain Master Plan and/or Master Plan update. All developments shall comply with the City Storm Drain Master Plan that is applicable for the respective development.

Design Storms for Conveyance

New developments within Heber City must have an initial and a major storm drain system for storm water conveyance. The initial system's purpose is to reduce the frequency of street flooding, reduce maintenance costs, and provide protection against regularly recurring damage from storm runoff. The initial conveyance system must handle the 10-year storm event at a duration equal to or less than the time of concentration (T_c), and typically consists of pipe, storm drain inlets, curb and gutter, or drainage swales that convey the storm water.

The purpose of the major conveyance system is to avoid major property damage or loss of life during flood level runoff conditions. The major system is comprised of the initial conveyance system elements but also includes the entire roadway cross section, including park strip and sidewalk, or other safe surface routes. The major system must protect against flooding during the 100-year storm event at a duration equal to or less than the T_c.

Every effort shall be made to keep the major system above ground. But, where that is impractical, the City Engineer may approve the major system to be underground if it is designed for it from the top of the catchment. "Funneling" at the bottom of a catchment is not allowed. The following figure details how the initial and major systems must function.

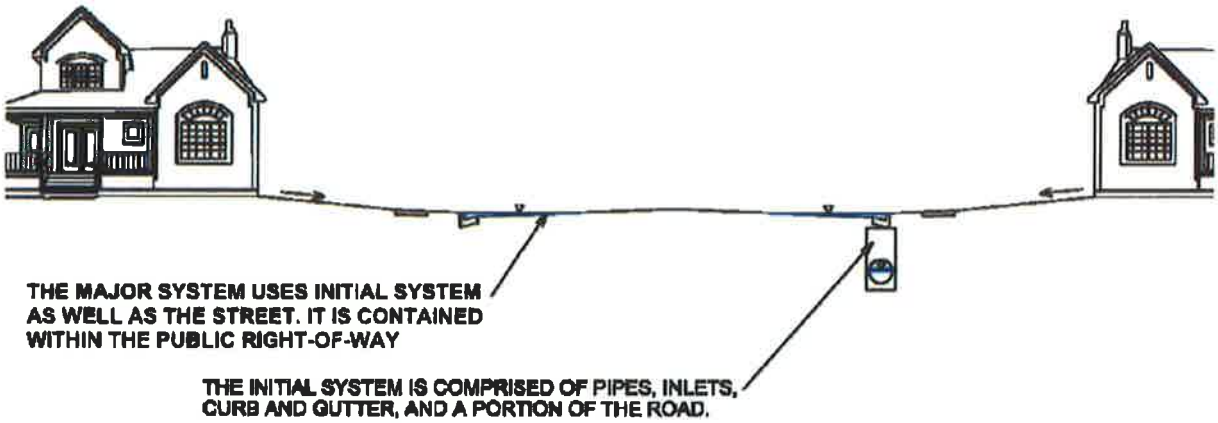


Figure 1. Initial and Major Drainage Systems

Directly connected impervious areas should be independent watershed basins and should not be combined and averaged with pervious areas.

Storage Facilities

100

Storm drain storage facilities are required for flood control and water quality purposes. Storage facilities may be above ground basins/ponds or below ground storage systems. Detention storage facilities require an approved suitable discharge location approved by the City Engineer. Retention facilities are required when no suitable discharge location is available. Detention facilities must be designed to store and detain the ~~25~~-year event with a maximum release rate of ~~the lesser~~ of 0.1 cfs/acre ~~or historic flows in the 2-year, 10-year and 25-year events~~. See the Post Construction Peak Discharge section for more detailed requirements. Retention storage facilities must provide retention volume for the 100-year, 24-hour event. Infiltration may be considered as outflow when sizing retention facilities. See the section on

If downstream conveyance capacities are limited, storm runoff peak flow rates shall be reduced to offset the impacts to the downstream system capacity.

former

Infiltration in this document for details regarding infiltration requirements. However, if infiltration is utilized for facility sizing design, shorter storm durations with higher intensities must be checked (i.e., rational spreadsheet), and the controlling or largest volume, minus the infiltration, shall be used to size the storage facility. Therefore, the 24-hour storm may not result in the largest storage volume. When utilizing the SCS Type II 24-hour storm for sizing storage facilities with infiltration, the storm distribution must provide a peak intensity where the majority of the rainfall occurs during a shorter period of time.

Storm Drain System Hydraulic Requirements

Pipe systems used for conveyance must be designed such that they flow unpressurized during the required design event. Minimum pipe diameter for public storm drain pipes within City right-of-way is 18 inches but may be reduced to 15 inches for pipes from a single inlet box. Private storm drain pipe may be reduced to 10 inches but must still adhere to conveyance design storm requirements. Pipe material must adhere to Heber City Standard Specifications and Drawings. Junction boxes or manholes should be placed such that the maximum pipe length between two structures does not exceed 400 feet.

Apply an inlet clogging factor of 30% for inlets on grade and 50% for inlets in sags.

The minimum pipe slopes shall be pursuant to HEC 22 Table 7-7. The n-values shall be 0.012 for plastic pipe and 0.013 for concrete pipe.

On steeper slopes, provide a sufficient number of inlets to reduce inlet bypass to less than 0.2 cfs and to reduce risk of water sweeping pedestrians off their feet.

Design storm drain system per HEC-22.

Channel Hydraulic Requirements

Open channels that are part of the initial conveyance system shall be designed to convey the 10-year flow while maintaining one-foot of freeboard. Channels that are located within a FEMA Special Flood Hazard Area, open channels that are the major conveyance system, and natural drainage channels shall be designed to convey the 100-year flow with one foot of freeboard. All channel sections must be adequately designed, detailed, and constructed, pursuant to the latest edition of HEC 15, to prevent erosion of the channel bed and banks.

for the 10-year event.

Above Ground Storage Basins (Ponds)

Above ground storage basins (ponds) shall be designed as attractive and usable spaces. Water depth should be five feet or less where feasible, appropriate landscaping shall be incorporated, and include elements that eliminate standing water and low flow impacts. Detention ponds shall include a low-flow surface channel, or underdrain that is sized for the 2-year storm event.

The required freeboard for detention basins is two feet in areas where any portion of the pond is constructed above existing ground and one foot when the pond is excavated in existing ground.

Basins that are not acting as a biofilter, or which have natural flow only, shall include at least one sump manhole to help facilitate infiltration of storm water, and the inlet into the basin shall be connected directly to the sump manhole.

Side slopes on City owned and maintained basins shall be 5H:1V or flatter on two or more sides, 4H:1V or flatter slopes on remaining sides, with a minimum 1% bottom slope. If the natural existing slope is

greater than 8% then basin side slopes may be increased to 3H:1V. A suitable location for ingress and egress shall be incorporated for ponds deeper than three feet, and this must include an access at least 15-feet wide at less than 15% grade. A minimum five-foot buffer between any pond grading and the property lines shall be provided.

Landscaping: Grass or other suitable landscaping materials should be used, and turf irrigation systems shall be installed for ponds that will be maintained by City personnel, unless a low-maintenance landscaping alternative is approved. Irrigating methods and practices must be accounted for in the hydrologic and infiltration calculations when designing and sizing ponds. Developers will be required to escrow funds to landscape ponds when located on private lots for future reimbursement to the owner who completes the landscaping at a future time. Developers will not use landscaping that may hinder infiltration if it is used in the sizing of the pond or required for Municipal Separate Storm Sewer (MS4) compliance. See infiltration section for more information on infiltration and landscaping requirements.

Easements: If basins are placed on private property, a minimum 20-foot easement for all underground lineal pipeline facilities and access to maintain ponds must be provided. Additionally, an easement must be provided over the pond area and a minimum of five feet beyond the pond top of slope perimeter. The easement shall be ten feet beyond the pond perimeter when an access along the pond edge is required. Pond easements shown on subdivision plats shall have restrictive language labeled with dimensions to facilitate locating in the field.

Basins shall be designed with provisions for an emergency overflow that will avoid flood damage to surrounding properties in the event of a storm exceeding the design capacity of the basin.

Retention basins shall be designed with mechanisms to ensure that the basin will completely drain within 48 hours after the 24-hour event with additional precipitation. (Verify a 72-hour storm will not overtop the basin). See the section on Infiltration in this document for details regarding infiltration requirements.

Basin inlets and outlets shall have trash racks or grates installed. A storm water pretreatment device, approved by the City, shall be installed upstream of the pond or sump inlets. See the Water Quality section of this report for requirements.

Culverts

Culverts that convey off-site flows through a project or beneath a road shall be designed for the 100-year event. Culverts shall be designed so the headwater elevation does not exceed 1.5 times the culvert diameter, or one foot below the elevation where water spills over the road or out of the channel. Concrete box culverts shall have a minimum 5-feet height from floor to ceiling, and multi-barrel culverts may not be used where high amounts of debris is expected. If multi-barrel culverts are used in other locations, designers must consider elevations of roads, buildings, driveways, and other features to prevent adverse impacts. Normal depth equations (Manning's Equations) cannot be used for culvert analysis. Inlet and outlet control shall be checked, and culvert hydraulic calculations provided.

Roadway Drainage

Inlets within roadways should be placed to control spread, or the amount of water flowing along the side of the road and in the gutter. Allowable spread is determined by the roadway classification as follows:

Table 1. Design Spread for Roadways

Design Frequency and Spread		
Roadway Classification	**Design Frequency**	**Design Spread**
Highway or Major Collector > 35 MPH	10-Year @ T_c	Shoulder (Outside of travel lane)
Highway or Major Collector ≤ 35 MPH	10-Year @ T_c	Shoulder + three feet
Local Street	10-Year @ T_c	½ Driving Lane

Inlets should also be placed upstream of intersections and pedestrian ramps to reduce bypass flows. Spread calculations shall be checked using HEC 22, Appendix A, Chart 1B.

Rainfall Runoff Computation Methods

Precipitation data obtained from the NOAA ATLAS 14 Point Precipitation Frequency website including intensity and depth data for Heber City is contained in Appendix B. This information shall be used for all development within Heber City.

Several hydrologic methods may be applicable depending on what type of analysis is required. The Rational Method is the most common method and may be used for sizing pipes, checking inlet spread and estimating peak flow rates for areas up to 100 acres.

Rational Method runoff coefficients are shown in Table 2. The runoff coefficients listed in Table 2 are the minimum values to be used in Heber City. Any runoff coefficients for other characteristics should be adjusted to account for the 100-year rainfall.

Table 2. Rational Runoff Coefficients

Surface or Cover Type *	**Runoff Coefficient (C)**
Asphalt or Concrete Pavement	0.90 (asphalt) 0.95 (concrete)
Roofs of Buildings (type dependent)	0.90 (asphalt shingles) 0.95 (steel)
Grass-covered Sandy Soils, Slopes 2% or less	0.13
Grass-covered Sandy Soils, Slopes > 2%	0.20
Grass-covered Clay Soils, Slopes 2% or less	0.22
Grass-covered Clay Soils, Slopes > 2%	0.49

* Surfaces not addressed in this table shall be approved by the City Engineer.

For storm analyses that require developing a volume or routing a volume of runoff, a dynamic hydrograph simulation model is required using AutoDesk SSA, HEC-HMS, or SWMM. Within dynamic hydrograph simulation models, the transform method shall be the NRCS Unit Hydrograph Method, and the routing method for runoff hydrographs shall be the Muskinghum-Cunge Method. Multiple hydrographs were developed by the Soil Conservation Service (SCS), now known as Natural Resources Conservation Service (NRCS). The SCS Type II 24-hour storm distribution should be used for estimating the precipitation for developments within Heber City.

The SCS method uses the Curve Number Method for determining rainfall runoff. Curve Numbers are determined by using a land cover type in conjunction with a hydrologic soil group. Land cover information can be obtained by means of aerial topography or GIS data. Hydrologic soil group information may be obtained from NRCS's Web Soil Survey website. The land cover and hydrologic soil group information are used to select an appropriate curve number using the manual titled *TR-55 Urban Hydrology for Small Watersheds*. TR-55 worksheets and calculation methods are provided in Appendix G and shall be utilized for developments that use the SCS method to estimate run-off. Typical CN values are included in Appendix C. Engineering judgement should be used when selecting curve numbers. Part 630 of the National Engineering Handbook says, "As a result of construction and other disturbances, the soil profile can be altered from its natural state and the listed group assignments generally no longer apply, nor can any supposition based on the natural soil be made that will accurately describe the hydrologic properties of the disturbed soil. In these circumstances, an onsite investigation should be made to determine the hydrologic soil group." Site specific factors such as terrain, potential precipitation on frozen ground, future conditions and other factors should be considered when selecting curve numbers. The SCS method shall only be used for estimating the run-off for development which are greater than 10 acres.

But, it still may be used if the Guo Averaging Parameter is included. The FAA Method

The Federal Aviation Administration (FAA) Method for estimating detention or retention volumes ~~may also be used for approximating storage facility volume requirements for developments. It~~ is outdated because it does not model the release rate correctly. ~~However, with the Guo Averaging Parameter, it is valid and can be used. However, it~~ is not applicable to in-series (cascading) ponds. This method is applicable for developments less than 100 acres, and the SCS method is required for developments larger than 100 acres. The FAA Method uses a spreadsheet to evaluate several storm durations for a given return period for ~~either~~ the 100-year storm ~~(retention) or 25-year storm (detention).~~ The total inflow volume for a storm duration is developed by multiplying the peak flow rate by the storm duration. The volume out is developed by utilizing a controlled discharge amount (discharge with detention only), and/or exfiltration from the detention pond when conditions permit. The required volume is equal to the inflow volume minus the outflow volume. This is evaluated for all storm durations to determine which storm duration provides the maximum required volume. Developments that use the FAA Method for estimating storage facility volumes shall use the spreadsheets provided by the City including the Guo Averaging Parameter when off-site discharge is utilized. An example is shown in Appendix I, or other approved spreadsheet formats.

Several methods for estimating time of concentration exist. They were each developed for specific parameters such as watershed size, slope, etc. Time of concentration methods used should be applicable to the areas in which they are being analyzed. The minimum time of concentration value should be 5 minutes.

For all software models, input and output data shall be provided so that it can be reviewed by the City. A copy of the model file shall also be provided to the City for review. Models must be provided to the City in Civil 3D Storm and Sanitary Analysis. City may consider other software models based on prior approval from the City Engineer.

Post Construction Peak Discharge

Heber City has adopted a 0.10 cfs/acre maximum release standard for undeveloped areas, i.e., areas outside Central Heber. This rate is assumed to be the historical undeveloped flow. For example, a 10-acre housing development would be able to have a post-development discharge rate of 1.0 cfs (10 acres

x 0.10 cfs/acre) provided there is a suitable point to discharge to. If the historic flow is found to be less than the 0.1 cfs/acre, this shall be used as the maximum allowed post-development discharge. Moreover, if the downstream system does not have capacity for the 0.1 cfs/acre discharge rate, the available capacity will become the controlling factor. To ensure that flow from new developments do not exceed 0.10 cfs/acre, detention facilities with controlled discharge are required. In cases where there is no suitable point to discharge to, retention facilities are required. See storage facilities section for more information.

Infiltration

Infiltration of treated storm water into the ground is encouraged. Detention and retention basin volumes may be sized by considering infiltration as an outflow component. Prior to assuming infiltration is a viable option, infiltration tests shall be conducted by a professional geotechnical engineer, geologist, or soil scientist licensed in Utah that determines the infiltration rate and demonstrates that the proposed soil profile is suitable for infiltration and will readily accept the water. Infiltration tests shall be performed using the double ring infiltrometer test in accordance with ASTM D 3385, and shall be performed at the location of where the result will be applied and at the elevation of the bottom of the facility where infiltration will occur. A minimum of two tests shall be performed with a minimum of one test per 10,000 square feet of the infiltration area. The slower or the average of the infiltration rates shall be used for design purposes.

Groundwater elevations shall be determined. Potential ground water level fluctuations shall be considered, and the lowest elevation of any detention basin should be at least two feet higher than the highest seasonal groundwater elevation. All design infiltration rates shall have a safety factor of two (2) or higher applied to the actual rate measured by the official infiltration test.

Only the wetted area when the storage volume (excluding freeboard) is at half depth

~~Only the plan view area at the bottom of the storage facility~~ may be used as an infiltration surface in infiltration calculations unless stage-volume-discharge curves are created and used. Infiltration must not be considered as an outflow prior to the storm water entering the pond, as this could create negative storage volume. Where infiltration galleries are located beneath surface ponds, the infiltration surface shall be the surface pond only.

Infiltration rates shall only be applied to the same soil that has been tested. If topsoil or other less permeable soil is added to a storage facility where percolation is being applied, the infiltration rate used in the design shall match rate of the less permeable soil. Alternatively, a permeable layer of gravel shall be used in the entire infiltration area.

An infiltration rate map is included in Appendix D. It is included to provide general infiltration information but shall not replace actual field tests.

Comply with all State groundwater protection regulations, guidelines and permits such as those associated with infiltration, infiltration wells, Class V injection wells and any others applicable to the site.

Long-Term Storm Drain Facility Maintenance

All public storm drain facilities will be maintained by Heber City unless otherwise specified in the development agreements. Developers, property owners, or their representatives such as a Homeowners Association, shall enter into a post-construction storm water management agreement with the City for all privately owned storm drain facilities, and/or publicly owned storm drain facilities that convey storm water from private roads and facilities. See Appendix J for template agreements.

Low Impact Development

Low Impact Development (LID) is a method of reducing storm runoff by capturing, treating, and retaining it on a very local level within each individual development. Although Heber City is not currently on the Utah MS4 list, it is anticipated to become an MS4 community in the future. LID is required by the Utah Department of Environmental Quality as part of an MS4 Program. To prepare for future compliance with the MS4 storm water discharge program and to reduce post-development storm water run-off in general, developments within Heber City must retain and treat the 80th percentile rainfall event as part of LID requirements. LID measures can also help achieve the onsite retention and treatment requirements. The 80th percentile depth for Heber City has been determined to be 0.47 inches. See Appendix E for this calculation. The Reese method, as shown in Appendix E, shall be used to calculate the volumetric runoff coefficient used for determining the 80th percentile volume. For developments larger than 10 acres use SCS Method to determine 80th percentile volume.

Localized LID methods are encouraged, however, the 80th percentile volume may be incorporated into larger detention or retention storage facilities if those facilities are located on site within the development area, or adjacent to, and if approved by the City Engineer.

Several typical LID measures are described in the following paragraphs. Portions of the LID descriptions have been taken from the Utah City Engineers Association (UCEA) and Utah DEQ LID Manual. See Appendix F for LID general details. The following LID descriptions are the approved LID measures to be used in Heber City. Any other proposed LID measures shall be approved by the City Engineer on a case-by-case basis. Please see the DEQ "Guide to Low Impact Development with Utah" for additional LID design guidelines and design flow-chart requirements.

Vegetated Swales

Vegetated swales may be considered dry or wet swales, and serve as a vegetative buffer between paved areas and storm drain facilities. The main advantages of vegetated swales are the degree of velocity reduction, detention, infiltration, and reduction of hard surface runoff. Storm runoff flows through the swale, where sediment and pollutants may settle out prior to entering downstream drainage facilities. A curb cut is one means of directing flow into swales where changes in elevation are limited.

Swales are often an attractive BMP solution because they can take advantage of already planned park strips. It should be noted that studies have shown that vegetated swales have a moderate ability to remove pollutants from storm water.

Dry Swales

A dry swale is a shallow, gently sloping drainage channel with broad, vegetated, side slopes. Dry swales provide temporary storage, filtration, and infiltration of storm runoff. A dry swale is versatile because it requires a relatively small area. Reduced channel velocities increase infiltration and water quality treatment and may reduce peak runoff. Channel vegetation can include turf, meadow grass, shrubs, and in limited quantities, small trees. Dry swales must be located above the water table to provide drainage. Dry swales are only allowed when groundwater is equal to or greater than 2-feet below the swale bottom elevation. When infiltrations rates are greater than 6.0 in/hour, dry swales shall either be designed as a biofilter for treatment of storm water or be preceded by an approved pre-treatment system. See the Water Quality section in this report for requirements. Retention LIDs shall provide treatment through settling, decreased flow rate, and bioretention with a designed release time.

Wet Swales

Wet swales are a type of filtration BMP and occur when the water table is located close to the surface. Wet swales act as a long and linear shallow treatment system. Like dry swales, check dams can be used as needed to create cells and contain the entire water quality treatment volume. Cells may be planted with emergent wetland plant species to improve pollutant removal. Wet swales, at a minimum, shall be preceded by a pre-treatment device to capture and remove pollutants and coarse sediment particles, see the Water Quality section below.

Infiltration Basin/Galleries

An infiltration basin is essentially a detention basin that is constructed such that storm water can exit the basin by means of infiltration into the surrounding ground. These include underground pipe and chamber systems. These systems can reduce pollutants by settling out or filtering materials and any pollutants that may be bound to those materials. They are also effective at reducing nutrients, metals and other pollutants.

Basins with no outlet or highly restricted outlets can be effective at eliminating pollutants, but there is some risk of concentrating pollutants or introduction of pollutants to groundwater that must be considered. One way to address this is by the utilization of a biofilter, hydrodynamic separator (HDS), or other pollutant removal measures within or upstream of a basin that is sized to handle the water quality design storm. All infiltration basins shall be preceded by a pre-treatment or treatment system to capture and remove pollutants and coarse sediment particles, see requirements in the Water Quality section below.

Basins and galleries must be sized to drain within 48 hours after the end of the design storm and to not overtop in the 72-hour storm.

Underground injection wells are included in this category, but water quality and applicable regulations must be considered and utilized.

Rain Gardens

A rain garden is a planted depression or similar feature that allows storm runoff from impervious urban areas like roofs, driveways, walkways, parking lots, and compacted lawn areas the opportunity to infiltrate into the soil.

Rain gardens are an LID tool that can be used in new or established developments. Rain gardens can be constructed in commercial and residential sites. The garden may be located near a street or parking lot in a shallow depression where runoff can be diverted into it. Native perennial plants are recommended in rain gardens with a barrier to reduce weeds. Nutrients in the storm runoff are reduced as plants or other growing media make use of them to grow.

Rain gardens can be constructed to allow infiltration. Where complete infiltration is not desired or is not feasible due to existing soil conditions, an underdrain may be installed to convey excess water to a storm drain retention system.

Studies underway at Utah State University have identified common reed and sedges are the optimal plant for use in northern Utah to remove nutrients, metals, and other pollutants (Dupont and McLean), but it must be harvested and disposed of elsewhere at regular intervals to prevent concentration of

pollutants in the soil or in the biofilters. Mulching and leaving in place does not address this. Whether such concentrations are critical depends on the contact with groundwater, and is still under study.

Root zone soil media must be shallow and water must pool or move slowly through the system or the pollutant removal is ineffective.

Rain garden filtration media shall meet the specification for biofilters (see Water Quality section below), are only allowed in private areas, and shall be maintained by the property owner.

Water Quality

Water quality is of utmost importance to Heber City. There are a variety of mechanisms to protect water quality from storm drain discharge systems. All storm water must pass through a pre-treatment or treatment system prior to discharging to a storage facility (above or below ground) that captures the 25-year to 100-year storm events. LID measures are intended to reduce storm runoff and to improve overall water quality. However, as most LID measures rely on infiltration, water quality must also be considered during design and implementation. Unless the native soil infiltration rate is less than 6.0 in/hr and/or the LID facility is designed and determined to treat the storm water (biofilter treatment), an approved hydrodynamic separator (HDS) pre-treatment device shall be used prior discharging to LID systems. All storm water that flows over an impervious surface must be treated.

Pre-treatment and Treatment Systems

Pre-treatment and treatment systems shall be sized, at a minimum, to treat the 2-year storm event at the duration that produces the highest flow rate while also being able to by-pass the peak conveyance storm at the time of concentration (T_c) without disrupting the treatment system. The peak conveyance storm represents the actual capacity of the initial conveyance system and may be larger than the 10-year event. Note, treatment systems that also serve as LID retention areas may be sized for the 80th percentile storm event but shall adhere to the by-pass requirements stated above. Requirements for pre-treatment and treatment are listed below.

Oil-Water and Hydrodynamic Separators (HDS) Pre-Treatment Devices:

All developments are required to install an appropriately sized hydrodynamic separator (HDS) prior to discharging to the retention/detention storage facility that captures the 25-year to 100-year storm events unless the LID methods utilized in the development incorporate a sized biofilter per the specification listed below and the storm water is not re-introduced to a source of pollution after it flows through the localized LID methods. Pre-treatment devices shall be maintained at least twice per year and per the guidelines provided by the manufacturer. All HDS devices must achieve, at a minimum, the following treatment levels:

- The HDS system shall be required to have a General Use Level Designation (GULD) performance verification through the TAPE program (Emerging stormwater treatment technologies (TAPE) - Washington State Department of Ecology). The device shall be sized to treat the peak runoff flow rate generated by the 2-year storm event at the Tc, when using Rational Method. Use the storm duration and distribution that creates the highest flow rate during a 2-year storm event when using other run-off computation methods.The proposed hydraulic loading rate (HLR) must not exceed the design HLR of the proposed device to be used. TAPE approval letters can be fou

Add bullet item: "The HDS system shall be designed to remove 80% of the total suspended solids (TSS) 110 microns or larger from the storm water.

found on the website and provide the design HLR and/or the maximum treatment flow rate for each model.

- The HDS system shall be concrete unless otherwise approved by the City Engineer
- The HDS system shall provide 90% removal of trash and ~~neutrally buoyant material~~ other particles larger than 5mm at the design treatment flow rate. Adding a screen to the tested system is not allowed to meet this spec, as modifying a TAPE verified system with a screen can significantly affect hydraulics, and thus water quality performance.
- The HDS system shall be designed to by-pass the peak conveyance storm event and prevent these larger storm events from washing out the oil, debris, and sediment that has been previously captured (off-line storage).
- The HDS system shall provide a minimum sump and oil storage capacity as follows:

Treatment Capacity Range (cfs)	Minimum Sump Storage Capacity (yd^3)	Minimum Oil Capacity (gal)
0-4	> 0.4	> 60
4-9	> 2	> 200
9-20	> 4	> 500
> 20	> 8	> 1000

Biofilter Treatment Systems: Biofilter is a generic description for bioswales, vegetated filter strips, rain gardens, or other structures that use a filtration media to capture storm water pollutants. The pollutants are decomposed by a biomass such as plants, a tree, or a specially designed biofilter media. These systems are typically connected to a storm drain system and if used shall be combined with detention/retention facilities.

All biofilters shall be sized to treat the 2-year T_c storm event flow rate while also be sized to by-pass larger flows without disrupting the treatment system. Biofilters shall treat the storm water prior to infiltrating into the native soils with infiltration rates greater than 6.0 in/hr and/or prior to discharging to a detention/retention facility unless a sized HDS system is properly incorporated as pre-treatment.

The growing media of the biofilter and shall be designed and certified to meet the following specifications.

RAIN GARDEN AND BIOFILTER GROWING MEDIA (Soil + Organics)

Assume a saturated hydraulic conductivity rate of 2.0 in/hr. Then, divide it by a safety factor of 2.0. So, the net rate is 1.0 in/hr.

RAIN GARDEN AND BIOFILTER SOIL

Particle Size Distribution

sand: 70-80%

silt: 0-30%

clay: 0-15%

Chemical Attribute and Nutrient Analysis

pH: 6.8-7.5

organic matter: < 1.5%

nitrogen: < 15 ppm

phosphorous: < 15 ppm

salinity: < 6 mmhos/cm

RAIN GARDEN AND BIOFILTER ORGANICS

shredded mulch: 3-5% (by weight of growing media)

VEGETATION

The filter area shall be vegetated with drought tolerant species that thrive in sandy soils. Table 3 provides a suggested seed mix for sites that will not need to be irrigated after the grass has been established.

Table 3. Suggested Seed Mix

Common Name	Scientific Name	Variety	PLS[2] lbs per Acre	Ounces per Acre
Sand bluestem	Andropogon hallii	Garden	3.5	
Sideoats grama	Bouteloua curtipendula	Butte	3	
Prairie sandreed	Calamovilfa longifolia	Goshen	3	
Indian ricegrass	Oryzopsis hymenoides	Paloma	3	
Switchgrass	Panicum virgatum	Blackwell	4	
Western wheatgrass	Pascopyrum smithii	Ariba	3	
Little bluestem	Schizachyrium scoparium	Patura	3	
Alkali sacaton	Sporobolus airoides		3	
Sand dropseed	Sporobolus cryptandrus		3	
Pasture sage[1]	Artemisia frigida			2
Blue aster[1]	Aster laevis			4
Blanket flower[1]	Gaillardia aristata			8
Prairie coneflower[1]	Ratibida columnifera			4
Purple prairieclover[1]	Dalea (Petalostemum) purpurea			4
Sub-Totals:			27.5	22
Total lbs per acre:			28.9	

[1] Wildflower seed (optional) for a more diverse and natural look.
[2] PLS = Pure Live Seed.

EXECUTION

thickness: >/= 18 inches

compaction: 80-85% of maximum dry density as measured by AASHTO T-99 (ASTM D698)

vegetation: Mix seed well and broadcast, followed by hand raking to cover seed and then mulched. Hydromulching can be effective for large areas. Do not place seed when standing water or snow is present or if the ground is frozen. Weed control is critical in the first two to three years, especially when starting with seed. When using sod, specify sand–grown sod. Do not use conventional sod. Conventional sod is grown in clay soil that will seal the filter area, greatly reducing overall function of the BMP.

Irrigation: Provide spray irrigation at or above the WQCV elevation or place temporary irrigation on top of the rain garden surface. Do not place sprinkler heads on the flat surface. Remove temporary irrigation when vegetation is established. If left in place this will become buried over time and will be damaged during maintenance operations. Adjust irrigation schedules during the growing season to provide the minimum water necessary to maintain plant health and to maintain the available pore space for infiltration.

Water Quality Control Measures

Other water quality control requirements are listed below.

Detention/Retention Facilities (Pollutant Control, LID): Detention basins are used to attenuate peak flow rates of a runoff hydrograph. They also can be designed to allow sediment, debris, and other contaminants to settle out by reducing water velocity or holding the water until it infiltrates or evaporates.

Retention facilities have no outlet and water is removed by infiltration or evaporation. Retention basins still function as a BMP the same way a detention basin does. Detention and retention facilities shall be used in combination with hydrodynamic separators or biofiltration systems.

These facilities require regular maintenance to remove debris, contaminants, and sediment build-up.

Outlet Protection/Energy Dissipation Devices: Outlet protection reduces or eliminates soil erosion thereby preventing the migration of soil to downstream channels. Outlet protection, pursuant to HEC 14, is required at all open discharge points.

Slope Protection: Slope protection ensures slopes will be stable during and after construction. The primary means of stabilization of a slope is establishing permanent vegetation, but may also consist of temporary or permanent rock, mulch, erosion control blankets, check dams, diversion dikes, or other means of protection. All slopes shall be stabilized after disturbance. Slopes of 3H:1V and steeper require permanent slope stabilization.

Source Protection

The Utah Division of Drinking Water requires that each well and spring serving a public drinking water system must have a source protection plan. Part of that plan includes the protection of groundwater from point and non-point sources. Developers within Heber must certify that all private and public

source protection zones are protected from storm water pollutants. Source protection zones for Heber City culinary water sources are shown on the source protection maps in Appendix H.

Storm water infiltration, drainage wells, or storm water injection wells are prohibited within 100 feet of Zone 1 of any source protection area. All storm drain storage facilities within 100 feet of a Zone 1 area shall be lined with an approved waterproof liner to prevent all storm water infiltration.

Natural Channels

All major natural channels in newly developed areas must maintain a buffer of open space and offset from development. This buffer is intended to help maintain water quality, prevent damage from flooding events, and maintain habitat and aesthetics. A minimum buffer width of 100-ft generally centered on the major natural drainage channel should be maintained. When natural topography or existing conditions favor a shift of the overall buffer area in one direction or another from the channel centerline, the City may approve a buffer zone shift with adequate justification. Development (including individual lots and buildings) is not allowed in the buffer zone. The drainage channel shall be protected and remain undisturbed where possible and with the exception of road or other crossings. Crossings of the natural channels shall be a minimum distance of 200-feet measured along the channel. Exceptions may be granted where proposed road crossings are adjacent to canal crossings or collector roads. Additional landscaping, green space, trails, or other amenities may be allowed if it is shown they will not negatively affect water quality or compromise the other goals of the buffer area. All improvements proposed in the natural drainages shall be approved by the City.

When existing developed areas are redeveloped and prior encroachment along or piping of historic channels has already taken place, a minimum buffer width of 50-ft generally centered on the major natural drainage channel shall be provided. No structures are allowed in the buffer area. Other improvements such as fencing, landscaping, hardscape, etc. may be allowed with written City approval and if adequate access along the channel is not compromised.

All development along natural channels, including proposals to relocate, alter, or pipe existing natural channels shall follow the National Flood Insurance Policy (NFIP) requirements and related City policies.

Where major historic channels are being re-established below the existing irrigation canals due to changes in the upstream drainage patterns (specifically as required in the North Village area), the buffer required along the re-established portion of the historic channel may be reduced by up to 40 ft, conditioned upon the following criteria:

- The re-established channel must be designed to convey the historic 100-year storm event considering no upstream retention/detention with a free board of 2 ft independent of the buffer area.
- Buffer area outside of the defined channel (on both sides) shall be a minimum of 20 feet wide, be designed to slope toward the channel, and allow for maintenance access along each side.
- Unless otherwise approved by the City, the re-established channels shall be constructed in a manner to appear as natural as possible with side slopes no steeper than 3H:1V.
- All provisions of this manual regarding natural channels and buffer areas with the exception of buffer area width shall still apply.

All buffer areas for natural channels shall have an easement dedicated to Heber City for emergency use.

Flood and Debris Flow Hazards

FEMA Flood Analysis

Ensure all pertinent FEMA flood mapping data is incorporated into plans and plats maps. Ensure all FEMA guidelines from https://www.fema.gov are followed including the sections on Floods & Maps, Floodplain Management, and Flood Insurance. FEMA uses the most accurate flood hazard information available and applies rigorous standards in developing Flood Insurance Rate Maps (FIRMs). All areas within Flood Hazard Areas shall be shown on plans and plats, and all Base Flood Elevation (BFE) data pertinent to the development must be provided.

To change the FIRM designation of a property, a Letter of Map Amendment (LOMA) and/or the Letter of Map Revision-Based on Fill (LOMR-F) processes must be strictly followed.

Debris-Flow Flood Hazard Analysis

The Western Unities states is beginning to see increased precipitation intensity and increasing fire size and frequency (Kean and Staley et al, 2021). Generally, there is not adequate time to prevent or mitigate a debris flow hazard *after* a wildfire has taken place. The USGS has found that 1-year storm events will typically trigger a post-wildfire debris flow event. Therefore, if a wildfire takes place, some type of debris flow is likely to happen within 1-year of the fire. These types of hazards should be prevented or controlled as deemed feasible. New development with undeveloped land upstream or downstream of the property containing natural slopes 30% and greater and/or where the City Engineer determines there could be a potential debris-flow risk, requires a specialized post wild-fire debris-flow analysis of the site including an estimated post-fire hazard assessment with mitigation measures.

Flood and Debris-flow hazard analysis reports shall include but shall not be limited to the following information for the areas to be developed:

- FEMA Flood Mapping Data including 100-year flood hazard zones
- Include and label the drainageways susceptible to periodic flooding associated with storm events or rapid snowmelt that are outside the FEMA designated flood zones
- U.S. Geological Survey Map
- Aerial Map
- Contour map with slopes labeled
- Geotechnical Test pit data
- Geologic Mapping Data to include historic upstream and downstream alluvial fan deposits and historic upstream or pass-through debris/mud flows as data is available.
- Vegetative cover type and percentage analysis
- Utah Division of Water Rights – Dam Safety requirements
- Post-fire debris-flow volume calculations with flood and post-fire debris-flow hazard assessment and mitigation

Flood and post-fire debris-flow hazard assessment and mitigation recommendations shall adhere to the following guidelines:

The storage volume fordebris and sediment shall be calculated using model equation (2) from the 2010 Cannon study (Cannon et al,, 2010) using a minimum 80% burn of slopes 30% and greater. The entire

drainage basin shall be modeled. Methods from the Gartner 2014 study and equation (3) may also be used until another model paper is published and adopted by USGS. (Gartner et al., 2014).

The minimum storm event interval shall be a 10-year occurrence with a T_c peak rainfall depth, unless otherwise approved by the City Engineer. Intensity is used for the Gartner method.

When the Gartner method is used, the watershed area burned at moderate to high severity shall be calculated based on a vegetation type assessment of the entire drainage basin. Vegetation type and coverage area data shall be obtained and summarized under the direction of a licensed Professional Engineer or other approved licensed professional. Forested areas and other areas with small or large tree species (deciduous or evergreen) and/or thick brush, such as Gambel Oak shall be assumed to burn at moderate to high severity. Staley et al. (2018) spells out further guidance on vegetation types and burn severity per vegetation type.

Debris flow is difficult to accurately model due to the nature of the material being carried by the storm water, especially if the natural channel that the debris flow will enter and travel through is altered by road crossings, culverts, or other diversions/obstructions over and through the natural channel. Unless the natural channel is undisturbed and can be accurately modeled to safely convey the debris flow without having to travel through any obstructions, culverts, roads, etc. that would otherwise plug or divert the flow off-course, the estimated debris volume needs to be contained in a debris-basin upstream from development. Road or other crossings shall be designed to allow and divert debris flow and/or flood water over the crossing using depression or other mechanism to allow the flow to pass the crossing continue down the natural channel. Other measures to contain and/or divert the debris volume may be considered, as approved by the City Engineer.

References

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Gartner, J.E., Cannon, S.H., & Santi, P.M. (2014). Empirical models for predicting volumes of sediment deposited by debris flows and sediment-laden floods in the transverse ranges of southern California. *Engineering Geology, 176*, 45-56. https://doi.org/10.1016/j.enggeo.2014.04.008

Kean, J.W., & Staley, D.M. (2021). Forecasting the frequency and magnitude of postfire debris flows across southern California. *Earth's Future, 9*(3), e2020EF001735. https://doi.org/10.1029/2020EF001735

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HEBER CITY STANDARD SPECIFICATIONS AND DRAWINGS

HEBER CITY

HEART OF THE WASATCH BACK

September 2023

Prepared by:

HEBER CITY CORPORTATION
75 North Main Street
Heber City, UT 84032

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SECTION 00200

PERMIT REQUIREMENTS

PART 1 GENERAL

1.01 PURPOSE OF INTENT

A. The purpose of this section is to describe Heber City's Department of Public Work's policies for issuing permits and to control any excavation and construction operations in the public way in Heber City. All contractors and utility companies proposing to construct, repair or replace any facility within the public way, shall contact the Heber City Department of Public Works and complete all permit requirements prior to commencing proposed work as outlined in this section.

B. Utility companies and contractors constructing approved facilities in new subdivision streets shall not be required to obtain a "Street cut and/or Excavation Permit", but will still be subject to City inspection and compliance with subdivision requirements.

1.02 POLICIES

A. Permittee must be licensed with the State of Utah. It is the Policy of Heber City that contractors desiring to perform work in the City's public way shall be properly licensed in the State of Utah. The acceptable licenses include:

TYPE OF WORK	LICENSE
Any type of concrete work	E100 or S260
Paving	E100 or S260
Landscaping	E100 or S330
Buried gas, telephone, water, irrigation and power lines	E100 or S410
Sanitary sewer and storm drains	E100 or S410
Asphalt patching	E100, or S260
Trenching	E100
Highway sign installation	E100 or S440
Manhole covers	E100
Paint striping highways	E100, S260, or S270

Exceptions: A license shall not be required when the Permittee is a public utility company.

B. Policy for determining when "permit waivers" can be granted. Working within the public way without a permit violates Heber City ordinances unless the permit is waived by the Public Works Department. Waivers can be granted by the Public Works Department when any of the following conditions occur:

1. When routine maintenance work which is being done by the City, State and utility personnel does not involve excavations in the City's public way, i.e., crack sealing, street

resurfacing and repair, snow plowing, sanding, sweeping, garbage collection, storm drain cleaning, leaves pickup, above grade work, etc.

2. When a Permittee allows other contractors or utility companies to perform work in the permitted trench limits.

3. When utilities must be relocated or adjusted in conjunction with a City Public Works Department sponsored project provided the utility work is being accomplished within one week of the time the City or its Contractor is scheduled to begin construction at that location and provided the work is coordinated and approved by the City's Public Works Department.

C. Policy for issuing no fee permits. The Public Works Department reserves the right to issue "no fee permits" for work in the public way when the following conditions are met:

1. When utility companies are doing excavation work and such work is required in conjunction with a City Public Works Department project, and the work is required to be accomplished prior to the execution of the Public Works Department contract.

2. When the City Public Works Department is repairing or maintaining public way facilities such as curbs, gutters, cross drains, storm drains, traffic facilities, driveway, sidewalk, etc, and such work requires excavation.

3. When frames and lids in paved surfaces are raised or lowered providing the work does not disturb the underlying roadbase material.

4. When the work is otherwise covered under a separate bond in favor of Heber City and approval for a "No Fee Permit" is authorized by the Heber City Engineer.

D. Policy for revoking "Permit Waivers" and "No Fee Permits". "Permits Waivers" and "No Fee Permits" will be revoked by the Public Works Department if the work is defective or requires action or supplemental inspection by the Public Works Department. In the revocation proceedings, the Public Works Department shall serve written notice which defines the problems encountered and the time (at least one day) the Permittee has to correct the problem. If the work is not satisfactorily completed within the time specified, the "Permit Waiver" or the "No Fee Permit" shall be revoked. The Permittee will be required to secure a Fee Permit before proceeding to complete the work.

E. Policy for extending permit construction time limits. Subject to the Public Works Department's approval, permits which expire may be extended but may also be subject to payment of a permit extension fee as shown in the current Heber City Consolidated Fee Schedule. The length of the extension determined by the Permittee shall be subject to the approval of the Public Works Department.

1.03 GENERAL CONDITIONS

A. Permit: When the work is in progress, the Permittee shall have at the work site a copy of the permit and the Contractor's License Number under which the work is being performed.

B. Emergency work: Maintenance of pipelines or facilities in the public way may proceed without a permit when emergency circumstances demand the work be done immediately, provided a permit could not reasonably and practicably have been obtained beforehand.

In the event that emergency work is commenced on or within any public way of the City, the Public Works Department shall be notified within one-half hour when the work commences or as soon as possible from the time the work is commenced. If emergency work is commenced during

off business hours, the Public Works Department will be notified within one (1) hour of the start of work on the first regular business day on which City offices are open after such work commences, and, at the discretion of the Public Works Department, a permit may be issued which shall be retroactive to the date when the work was begun. Before commencing and while conducting emergency work, all necessary safety precautions for the protection of the public and the direction and control of traffic shall be taken. None of the provisions of these regulations are waived for emergency situations except the prior permit requirements.

C. Private access: Temporary, all weather roadways, driveway, walks, and right-of-ways for vehicles and pedestrians shall be constructed and continuously maintained where required.

D. Existing utilities: The Contractor shall use extreme caution to avoid a conflict, contact or damage to existing utilities, such as power lines, sewer lines, storm drains, street lights, telephone lines, television lines water lines, gas lines, poles or other appurtenances during the course of construction of this project. Any such conflict, contact or damage shall be immediately communicated to the Public Works Department.

E. Preconstruction pictures of existing public way improvements: The Permittee may secure pictures of the conditions of the existing public way improvements such as curbing, sidewalk, landscaping, asphalt surfaces, etc. In the event that public way improvements are damaged and no pictures are taken, the Public Works Department will assume the correction of the damage is the responsibility of the Permittee.

PART 2 REQUIREMENTS

2.01 STREET CUT AND/OR EXCAVATION PERMIT REQUIREMENTS

A. No excavations or street cuts shall be performed within the public right of way without first obtaining a permit from the City. Cut permits shall be valid for a period of 30 calendar days from the date of issuance. Such permits shall be issued by the Public Works Department upon the applicant meeting the conditions and making the commitments outlined below:

1. Show proof that a competent, responsible, and licensed contractor will do the work.

2. Present evidence of public liability insurance in an amount of not less than $200,000.

3. Post a $3,000 cash bond, an adequate performance bond, or a $10,000 blanket license and permit bond. The cash bond or performance bond will be held by the City to guarantee that the required improvements, restoration work, surface and every part thereof, will remain in good condition for a period of 2 years after final acceptance.

4. Agree, at no cost to the City, to make all repairs and to maintain the improvements, the trench, the surface, and every part thereof in good condition during the two (2) year warranty period.

5. Provide proper traffic signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and provide for and maintain through traffic in a form approved by the City Engineer at all times throughout the duration of the work.

6. Obtain approval from the City Engineer for any required road closures and provide 48 hours notice to those responsible for emergency services: e.g. school authority, law enforcement and fire protection officials.

7. Properly backfill or plate all cuts and excavations at the end of each working day.

8. Obtain City inspection of the work. Calls for inspection need to be made 24 hours in advance.

9. Repair roadway surfaces with temporary “cold mix” asphalt surfacing, two (2) inches thick, if permanent “hot mix” asphalt paving cannot be completed within 2 days of backfilling the trench. Temporary surfaces must remain smooth and flush with the road surface, and repaired as necessary by the contractor to maintain this condition, until permanent paving is complete.

10. Backfill with untreated base course material compacted to 95 percent of the maximum dry density, starting from the pipe bedding and continuing up to the bottom of the pavement. Excavated material is not to be used for backfill unless contractor can provide density testing, and material is in compliance with Section 02225.3.09 of the City Standard Specifications.

11. Permanent resurfacing shall be per Heber City Standard Specifications and a minimum of 4 inches thick. Paving width shall extend 12 inches beyond each side of the re-compacted width of the trench. Existing pavement edges shall be saw cut to form a clean line. Asphalt edges shall be tacked and rolled with a steel drum roller to achieve a smooth level surface.

12. Fees: The application for a permit authorizing excavation and street cuts shall be accompanied by the fee established by the most current Heber City fee schedule that has been approved and adopted by the Heber City Council.

13. Temperatures must be warm enough to avoid the risk of frost damage to existing utilities and assure proper compaction. Road cut permits will be allowed between April 1st and October 15th. Road Cuts outside of these dates will be prohibited by the City once the temperature drops below 32° night or day, ground is frozen, or compaction cannot be obtained. This does not apply to borings, emergencies and excavations beyond 5 feet from edge of asphalt.

2.02 EXCAVATION OPERATIONS

A. Blue stakes: Before commencing excavation operations, the Permittee shall call “Blue Stakes” and Heber City Public Works Department.

B. Traffic control devices: Traffic control devices such as barricades, signs and cones must be in place before excavation begins.

C. Protection of paved surfaces outside of excavation area: In order to avoid unnecessary damage to paved surfaces, backhoes, outriggers, track equipment or any other construction equipment that may prove damaging to asphalt shall use rubber cleats or paving pads when operating on or crossing said surfaces.

2.03 ENVIRONMENTAL CONTROL

A. Dust and debris: The Permittee or Contractor shall keep dust and debris controlled at the work site at all times. If necessary, wet down dusty areas with water and provide containers for debris. The City Engineer reserves the right to shut down the work or issue a citation if dust is not controlled.

B. Noise: The Permittee or Contractor shall keep neighborhood free of noise nuisance in accordance with the Noise Ordinance.

C. Cleanup: The Permittee or Contractor shall remove all equipment, material, barricades and similar items from the right-of-way. Areas used for storage of excavated material will be smoothed and returned to their original contour.

D. Vacuum sweeping or hand sweeping shall be required when the Public Works Department determines cleaning equipment is ineffective.

2.04 ENFORCEMENT

A. Violators of these regulations of working within the Public Way shall be subject to the provisions of Heber City Ordinances.

END OF SECTION

SECTION 00700

~~GENERAL~~ IMPROVEMENT REQUIREMENTS

PART 1 GENERAL

This section defines the general requirements for improvements to be built by the Developer. The Developer is responsible to comply with these Standard Specifications. Alterations, substitutions, or changes from these Standard Specifications shall not be allowed unless prior authorization is obtained from the City Engineer. The developer is responsible for providing all documentation and research supporting requests for changes to these Standards, and the associated costs.

1.01 Street and utility improvements are required along the entire frontage of property being developed, extending to property lines to accommodate future development.

1.02 Public pipelines through private property shall typically be in dedicated home-owner-association or business-owner-association open space centered in a 20-feet-wide easement in favor of the City. Easements must extend 10 feet beyond the end of the utility. Show easements on the development plat and on the City's Standard Easement forms, which grant the easements to the City. Easements must be executed and returned to the City Office prior to acceptance being granted. Easements in the name of the City shall not be recorded by anyone except the City.

1.03 All parcels receiving water, sewer, or irrigation service shall have their own independent services and laterals. These laterals or services shall be contained within the parcel or along the frontage of the property for which the service is intended to eliminate special utility easements crossing adjacent properties.

1.04 ~~Public utility easements shall be 10-feet-wide around perimeter of standard lots. Cottage lots shall have the side lot PUE's reduced to 5 feet.~~ For residential subdivisions, public utility easements, of not less than ten feet in width, are required on front lot lines. Public utility and/or drainage easements, of not less than 10 feet, are required on side lot lines and on rear lot lines where needed, when requested by public utility companies, or as otherwise required or approved by the City Engineer. City utilities shall normally be placed in City rights-of-way. When approved by the City Engineer, City utilities may be placed beneath private streets, private parking areas, or in other common open space in an exclusive City utility easement of not less than 20 feet in width. Easements shall be provided to the City using the City's standard utility easement language in use at the time such easements are provided. Easements for commercial or industrial development shall generally follow the same requirements.

1.05 DEFINITIONS

ACCESS: Any driveway or other point of entry or exit, such as a street, road, or highway that connects to the general street system. Where two public streets intersect, the secondary street is considered the access.

ACKNOWLEDGEMENT (Acceptance of Plans): Recognition by the City that the Engineer of Record, has certified his or her construction plans and supporting information to be in compliance with the Heber City Code and Standard Specifications and Drawings.

APPLICANT: Any person, corporation, entity, designee, or agency applying for a permit.

APPROVED EQUAL: Equipment or material which, in the opinion of the City's Representative, is equal in quality, durability, appearance, strength, design, performance, physical dimensions, and arrangement to the equipment or material specified, and will function adequately in accordance with the general design.

AS-BUILT DRAWINGS: Drawings which show the Project as actually-constructed, and which include any and all changes made to the construction plans before and during construction.

BEST MANAGEMENT PRACTICE (BMP): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of Waters of the State.

CITY INSPECTOR: The authorized representative of the City or Engineer assigned to observe the Work performed, or materials furnished by the Contractor in an effort to ensure compliance with City requirements.

CITY/OWNER: Wherever the word "City" or "Owner" appears, it shall be interpreted to mean "Heber City", unless otherwise denoted.

CONSTRUCTION ACTIVITIES: Clearing, dredging, excavating, and grading of land and other activities associated with buildings, structures or other types of real property such as utilities, bridges, dams, and roads. Includes mobilization/demobilization and any other activity that occurs on site.

DRIVEWAY: A grade-separated access constructed within the right-of-way connecting the public street with adjacent property.

EASEMENT: An interest in real property that conveys use, but not ownership, of a portion of an owner's property.

ENGINEER: The City Engineer, or his or her representative.

ENGINEER-OF-RECORD: The professional engineer, licensed in the State of Utah, who prepared, or directly supervised the preparation of the engineering drawings and documents presented to the City for acknowledgement, and who shall accept sole responsibility for the completeness and accuracy of the drawings and documents presented to the City.

ESSENTIAL INFRASTRUCTURE: Essential infrastructure includes: water, sewer, irrigation, storm drain, curb, pavement, and street signs for emergency wayfinding. The access requirements of IFC Chapter 5 and Appendix D must be installed and approved prior to final inspection and the issuance of a Certificate of Occupancy. Temporary roads, where approved, are required to be capable of supporting vehicle loading under all weather conditions, and must meet the following criteria:

A. The surface of the road should be capable of carrying the load of the anticipated emergency response vehicles and be drivable in all kinds of weather.
B. Asphalt pavement.
C. Access roads shall be maintained for emergency and fire access throughout the duration of the project.
D. Fire hydrants must be installed and functional prior to combustible materials arrival on the site.

FINAL ACCEPTANCE OF PUBLIC INFRASTRUCTURE: The date specified in writing by the Engineer when all work, including all punch list work designated by the Engineer, is complete and accepted by the City after the completion of the warranty period.

INSPECTED AND ACCEPTED or ACCEPTANCE: City recognition of infrastructure conformance to all applicable City Standards.

INSPECTION: A review of the project, including but not limited to a visual review of the work completed to date. It does not include or imply an exhaustive or detailed review of the Work nor does it create a duty on the part of the Engineer or Owner to detect latent defects.

INTERSECTION: The general area where two or more streets join or cross at grade.

LAW: Any applicable City, County, State, or federal statutes or regulations governing anything relating to

the Work embodied in the Agreement.

LOW-IMPACT DEVELOPMENT (LID): An approach to land development, or redevelopment, that works with nature to more closely mimic pre-development hydrologic functions.

PARTIAL STREET: A street that has full frontage improvements on the near side, the full width of pavement, and curb on the opposite side.

PAVEMENT: The uppermost layer of bituminous or Portland-cement concrete material placed on the traveled way or shoulders for a riding surface, whether rigid or flexible in composition. This term is used interchangeably with "surfacing."

PROFESSIONAL ENGINEER: An engineer who is licensed to practice in the State of Utah.

PROFESSIONAL LAND SURVEYOR: A land surveyor who is licensed to practice in the State of Utah.

PUBLIC UTILITY EASEMENT (PUE): A property right provided for "dry" utilities (gas, power, telecom) that are regulated by the Public Service Commission. City utilities are not public utilities.

RECOGNIZED-AND-GENERALLY-ACCEPTED GOOD ENGINEERING PRACTICES (RAGAGEPs): Practices that are based on established codes, standards, published technical reports or recommended practices or similar documents. RAGAGEPs are not practices from other cities or practices promoted by individuals based on their individual professional judgement.

RIGHT-OF-WAY (ROW): All public rights-of-way and easements, public footpaths, walkways and sidewalks, streets, roads, highways, alleys, and water or drainage ways. It does not, however, include Public Utility easements not within Public Ways of the City.

STANDARD SPECIFICATIONS: The Standard Specifications and Drawings for Heber City.

STREET: A general term for denoting a public way or private way for the purpose of transporting people, materials, and goods.

SUBGRADE: That portion of the roadbed surface which has been prepared, as specified, and upon which a layer of specified roadbed material or base, or sub-surfacing, or pavement is to be placed.

SUBSTANTIVE REVIEW: A general evaluation of the overall design and general compliance with the City Code and engineering standards. It is not an exhaustive review for compliance with each specific provision of the City Code, other applicable standards or regulations, or RAGAGEPs. Substantive review shall not shift the responsibility and liability for the completeness and accuracy of the plans and related designs from the Engineer-of-Record to the City.

SURFACE OR SURFACING: The uppermost layer of material placed on the traveled way or shoulders, and is usually of asphalt or concrete. This term is used interchangeably with "pavement."

WORK: The construction services performed including materials on City infrastructure and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations to construct a project. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.

1.06 ADOPTION OF HEBER CITY STANDARD SPECIFICATIONS AND PLANS MANUAL

Heber City has adopted the following as the basis for the Heber City Standard Specifications and Drawings:

A. Heber City Standard Specifications and Drawings Manual, as included herein.

B. Heber City Storm Water Design Manual. All storm-drainage-related work not specifically described in said Manual shall conform to Mile High Flood District Urban Storm Drainage Manual, current edition (MHFD Manual).
C. International Fire Code (IFC), current edition, Appendix D.
D. All transportation-related work not specifically described in these Standards shall conform to the latest editions of: policies and practices published by the American Association of State Highway Transportation Officials (AASHTO), or the Institute of Transportation Engineers (ITE), or the Utah Department of Transportation (UDOT) Roadway Design Manual, the selection of which shall be at the sole discretion of the City Engineer.
E. FHWA and Utah Manual on Uniform Traffic Control Devices for Highways and Streets (MUTCD).
F. All work not specifically described in these Standards, MHFD Manual, AASHTO, ITE, IFC Appendix D, and MUTCD shall conform to RAGAGEPs. When none of the above-referenced standards apply or are otherwise determined as acceptable by the City. The City Engineer will be allowed two weeks to provide an adequate specification to control and provide guidelines for construction.

The Heber City Standard Specifications and Drawings Manual is available for download at www.heberut.gov.

1.07 CITY ENGINEER'S AUTHORITY

A. The City Engineer has the authority to provide Substantive Review of submitted Construction Drawings, studies, and supporting documentation.
B. The City Engineer shall provide feedback pursuant to his/her Substantive Review of the Construction Drawings, studies, and supporting documentation.
C. Changes to address the City Engineer's feedback shall be made to the Construction Drawings and returned to the City Engineer for City acknowledgement of the Construction Drawings.
D. The City Engineer has authority to issue Stop Work Orders when construction is progressing contrary to the City Code, the City's Standard Specifications and Drawings, or an acknowledged set of construction drawings.
E. The City Engineer will make the decision relating to all questions which may arise as to the quality and acceptability of alterations, substitutions, or changes proposed. In case any question should arise, relative to these Standards, the final determination or decision of the City Engineer shall be complied with as a condition of the Developer receiving final acceptance ~~approval~~ of the work in question.
F. The City Engineer has additional authority such as is stated in these Standards and the City Code.

1.08 CONSTRUCTION NOTES

The following are the Standard City Construction Notes. Additional notes may be required for specific projects at the discretion of the City Engineer.

A. TYPICAL

1. Contractor assumes all responsibility for job site conditions during construction of this project, including the safety and well-being of all persons and property. This responsibility shall apply continuously and not be limited to normal working hours.
2. Contractor shall obtain all applicable permits and/or written agreements necessary to complete the work.
3. City owned water valves may be operated only by City staff. Opening, closing or tampering with a City water valve without permission of the City public works department is a Class B misdemeanor punishable by up to six months in jail and a $1,000 fine.
4. Contractor shall schedule a pre-construction meeting with the City's Engineering Department at least 5 business days prior to the start of construction. Contractor must

attend and bring one set of the Acknowledged construction drawings and a copy of the current Heber City Standard Specifications and Drawings Manual (available at heberut.gov).

5. Contractor shall have in possession and on-site at all times one copy of the current acknowledged construction plans stamped, signed, and dated by the Engineer of Record, the Applicant, and the City.
6. Developer's Engineers (Civil and Geotechnical) shall perform sufficient inspections and surveys during grading and construction to render an opinion in writing as to adherence to the accepted plans and compliance with Heber City Standard Specifications and Drawings Manual.
7. ~~On construction requiring approval prior to proceeding with the work, a~~Any work done in the absence of an inspector's approval shall be subject to rejection. All underground GPS data must be collected by a City representative prior to backfill. Inspectors may request the contractor to expose work that has been backfilled without prior inspection or collection of GPS data. All such rework shall be completed at the Developer's or Owner's expense.
8. Survey monuments must be installed in accordance with the current Heber City and Wasatch County Surveyor's Office requirements.
9. All disturbed property survey markers shall be reset in their original locations upon completion of all construction activities.
10. Contractor shall provide all traffic control which must conform to the current MUTCD. Provide site-specific Traffic Control Plans [prepared by an American Traffic Safety Services Association (ATSSA) or AGC-Certified Individual] prior to installation of any traffic control device. Traffic Control Plans must be Accepted by the City prior to implementation and before any shoulder, lane, or street closure.

B. TRENCHES AND UTILITIES

1. Trenches shall be completed and restored per City Standard Drawing UTIL-1.
2. Pothole existing utilities in accordance with City Standard Drawing UTIL-5.
3. Contractor is responsible to locate, avoid, protect, and repair all utilities encountered during construction, whether or not they are shown on the plans. Locations of underground utilities shown on plans are approximate and require field verification by Contractor.
4. All trenches within public right-of-way must be backfilled or securely plated during non-working hours. Trenches outside these areas shall be back-filled or protected by approved temporary fencing and/or barricades during non-working hours. Trenches in the roadway must be backfilled, compacted, and paved within 48 hours of road-cut. Paint striping shall be replaced in accordance to City Standards within 48-hours of restoration of pavement.

C. ROADWAY CONSTRUCTION AND RESTORATION

1. Subgrade must be approved prior to construction of untreated base course and pavement sections. Subgrade approval requires that a proof-roll be completed and verified by a City inspector, and that all utilities be installed, inspected with connections to main lines completed, and accepted by the City.
2. Asphalt patching to roads between October 15 and April 15 will be considered temporary only, and must be replaced according to City Standards and Specifications between the following April 15 and July 1.
3. Material Submittals are required for all items placed within the City right-of-way. All submittals must be dated within 90 days of the Construction Start Date (unless specified otherwise) and be submitted prior to the start of construction activities.

4. Moratorium Standard (New, Reconstructed, and Overlaid Streets): No cuts permitted for two (2) years from the time of construction/ reconstruction/overlay)
5. Special Restoration Standard: This standard applies to new, reconstructed, overlaid, and chip/slurry-sealed streets:
    a. New, Reconstructed, and Overlaid Streets (for 5 years after end of moratorium): The asphalt surface shall be milled a minimum depth of two (2) inches, and fifteen (15) feet each way from the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The City Engineer reserves the right to require additional area and/or depth if deemed appropriate to restore roadway to original condition. Approved fabric is required when existing pavement included a fabric prior to the permitted cut.
    b. Chip/Slurry-Sealed Streets (for one year after cip/slurry application): The asphalt surface shall be re-chipped/slurried a minimum of fifteen (15) feet each way from the edge of the cut, in widths equivalent to existing striped traffic lanes.
6. Roads shall be opened for traffic during peak hours. Lane closures may only be in effect from 9am-2pm, and 7pm-7am when night work is approved. Contractors shall accommodate all special school or local government schedules and events. Paint striping shall be replaced in accordance with City Standards within 48-hours of restoration of pavement.
7. All road closures must be approved by the City Engineer. All requests for road closures shall be made in writing and include a site-specific Traffic Control Plan for the proposed closure. When approved, closures of Collector Streets will require a 2-week advance notice to the public informing them of the upcoming closure. The notice shall be provided using on-site Variable Message Sign (VMS) boards indicating the anticipated start date and duration of the closure. VMS boards shall remain on site for the full two-week advance-notice period. If the duration of the closure is extended beyond the approved period, the extension shall be coordinated with the City Engineer and shall require additional VMS board notification to the public.

1.09 SUBMITTALS REQUIRED FOR DEVELOPMENT ACKNOWLEDGEMENT

A. ENGINEERING PLAN REVIEW CHECKLIST – The City provides Engineering Plan Review Checklists to assist developers and their professionals in the preparation of the engineering submittals for the acceptance of a development project. The Engineering Checklist does not replace the City Code or Engineering Standards and Specifications. The Engineering Checklist must be completed and signed by the Applicant and the Engineer-of-Record at the time of application submittal.

B. SUPPLEMENTAL ENGINEERING REPORTS – All engineering reports submitted for final acknowledgment shall be stamped, signed, and dated by a professional engineer ON THE FIRST SUBMITTAL.

1. Drainage Report – Drainage reports must be prepared in accordance with the design criteria and methodologies specified in the Heber City Storm Water Design Manual. Drainage reports shall include an LID Evaluation to identify feasible BMPs, and an Infiltration Feasibility Determination. In addition to the required engineer's stamp, signature, and date, drainage reports must include a certification from the engineer stating:

I hereby certify that this report/design for the management of storm water of this development was prepared by me, or under my direct supervision in accordance with the provisions of Heber City's Drainage Manual and Standard Specifications and Drawings, and was designed to comply with the provisions thereof ~~according to applicable engineering standards~~. ~~I understand and accept the sole responsibility and liability associated with the feasibility and long-term viability of the facilities addressed herein. .~~ I understand that the City assumes no responsibility or liability for this report.

2. Geotechnical Report – Geotechnical reports shall include:

~~2.~~

a. Summary of Proposed Construction
b. Pavement designs that comply with City Standards.
c. Double-Ring Infiltrometer Tests that are performed pursuant to ASTM D 3385 and the City Storm Drain Manual.
d. Evaluation of Geologic Hazards and Proposed Mitigation Measures
e. Subsurface Soil Profiles
f. Groundwater Considerations and Proposed Mitigation Measures
g. Soil Classifications
h. Soil Properties, including Corrosivity and Proposed Mitigation Measures
i. Design Recommendations
~~j.~~ Construction Recommendations

3. Traffic Impact Study (TIS) – A traffic study is necessary to identify, review, and make recommendations for mitigation of the potential impacts a development may have on the roadway system. Identification of impacts and appropriate mitigation measures allows the City to assess the existing and future system safety, performance, maintenance, and capacity needs. TISs shall follow the Utah Department of Transportation's TIS Requirements, including the Levels of Study and associated thresholds. Additional requirements and investigation may be imposed upon the applicant as necessary. Likely information presented in a TIS may include, but is not limited to, site location and proposed access point(s), phased and/or full development trip generation, connection point design elements, adjacent and relevant development, existing and future traffic volumes, assessment of the system impacts, AND mitigation measures as appropriate.

4. Engineer's Estimate of Probable Costs – An Engineer's Estimate of Probable Costs shall be submitted to the City AFTER, not before, the engineering drawings have been accepted by the City. It shall include quantities, unit prices, and total prices of each landscaping and infrastructure improvement required as a condition precedent to recording a subdivision plat or the development of a commercial, industrial, mixed use, or multi-family project. When determining the assurance and warranty bond amounts, the City Engineer may change the unit prices in the estimate according to the City's research of market pricing.

5. Reimbursement Agreement Exhibits – Reimbursement requests for all infrastructure upsizing (system improvements) beyond the project improvement needs must be presented to the City at the Preliminary Plat or Commercial Initial Site Plan step to allow City staff advance time to work on a reimbursement agreement with the applicant. Reimbursement agreements must be accepted by the City and be executed by both parties before construction can begin on the project. All reimbursements that have not already been approved by the City Council in the City's approved and adopted budget require specific approval by the City Council.

   If the applicant wishes to begin construction before there is an agreement in place with the City, they must sign a waiver stating they accept the risk that they may not be reimbursed for any improvements installed, even if they are system improvements.

   The following exhibits are required to initiate a reimbursement agreement:

   a. Exhibit A -- Itemized Schedule of Values – Include quantities and unit prices of reimbursable items. Correlate it with an accompanying map. It shall be stamped, signed, and dated by the Engineer-of-Record.

b. Exhibit B – Contractor bids or engineer estimates that support the prices shown in the Itemized Schedule of Values.
c. Exhibit C -- Map of Reimbursable Items – Show the locations of all of the reimbursable items. Correlate it with the accompanying Itemized Schedule of Values.

C. BOUNDARY SURVEY – Boundary surveys, also known as record of survey, shall be stamped, signed, and dated by a professional land surveyor ON THE FIRST SUBMITTAL. ~~If performed within the last 90 days,~~ The survey shall ~~have~~ be~~en~~ filed in the Office of the County Surveyor and, according to State Law, include evidence of filing.

D. EASEMENT AGREEMENT – All easement agreements shall be submitted to the City Engineer on the City's Standard Easement templates (available upon request from the City Engineer) for City acceptance. Easements in the name of the City shall not be recorded by anyone except the City. After City acceptance and the recordation at the County Recorder's Office, the recordation shall be referenced on the subject plat. Right-of-Discharge easements (available upon request from the City Engineer) shall be granted to and indemnify the City whenever storm water drainage from City ROW discharges onto private property.

E. WATER RIGHT ACTION REPORT – Water rights to be used in development shall be summarized on a Water Right Action Report that is prepared by the Developer and approved by the City Engineer. A standard template for this the Report is available from the City Engineer upon request.

F. SUBDIVISION PLAT – Subdivision plats submitted for final acceptance shall be stamped, signed, and dated by a professional land surveyor ON THE FIRST SUBMITTAL.

G. DRY UTILITIES CONCEPTUAL PLAN

H. LEGAL DESCRIPTION – Legal descriptions submitted for final acceptance shall be accompanied by an illustration of the legal description, both of which shall be stamped, signed, and dated by a professional land surveyor ON THE FIRST SUBMITTAL.

I. NOTICE OF INTENT (NOI) – An NOI to the Utah Division of Water Quality for Storm Water Discharges Associated with Construction Activity shall be required prior to starting any construction activity.

J. FLOODPLAIN DEVELOPMENT PERMIT – The Floodplain Development Permit is the mechanism by which the City evaluates any and all impacts of activities proposed within regulated floodplains in the City. Contact the City Engineer for the Permit application when proposing activities within a regulated floodplain.

K. ENGINEERING DESIGN DRAWINGS –Accepted Engineering Design Drawings shall be valid for one~~2~~ year~~s~~ from the date of legislative approval~~Acceptance~~. If construction has not begun within one~~2~~ year~~s~~ from the date of legislative approval~~Acceptance~~, the Engineering Design Drawings shall become null and void unless an extension is granted by the City. Expired drawings must be re-checked by the City as part of a new application under the current ordinances in order to be Accepted again. Engineering Design Drawings must include, but are not limited to:

1. Reference to the City's Construction Notes (Section 1.04)
2. Boundary Survey
3. Topographical (existing conditions) Survey
4. Subdivision Plat
5. Demolition Plan (as necessary)
6. Impact-to-Private-Irrigation Plan (as necessary)
7. Site Plan
8. Grading and Drainage Plan

9. Utility Plan
10. Signing and Striping Plan, including a Safe Routes to School Plan (Coordinate with WCSD.)
11. Plan/Profile Sheets
12. Detail Sheets (not including copies of City Standard Drawings). City Standard Drawings shall be referenced in ONE place for all applicable infrastructure.

The Impact-to-Private-Irrigation Plan shall include a certification, signed by the Applicant stating:

As the developer of this property, I hereby certify that I understand: (1) how the existing gravity irrigation system works in the vicinity of this property, (2) how my development of this property will affect this system and associated stakeholders, (3) that I have coordinated with and have approval from the subject irrigation company(ies), (4) that I take full responsibility for the changes I am making to this system, (5) Heber City does not assume responsibility or liability for changes I make to this system.

The Grading and Drainage Plan shall include a certification from the Engineer-of-Record stating:

I hereby certify that this design for the management of storm water of this development was prepared by me, or under my direct supervision in accordance with the provisions of Heber City's Drainage Manual and Standard Specifications and Drawings, and was designed to comply with the provisions thereof ~~according to applicable engineering standards~~. ~~I understand and accept the sole responsibility and liability associated with the feasibility and long-term viability of the facilities addressed herein. .~~ I understand that the City assumes no responsibility or liability for this design.

Engineering Design Drawings submitted for Final Acceptance shall be certified on the cover sheet by the Engineer-of-Record, ON THE FIRST SUBMITTAL with the following language:

Engineer's Certification

As the Engineer-of-Record, I hereby certify that these construction drawings and supporting information ("Plans") comply with the Heber City Code and Standard Specifications and Drawings ("Standards"). I understand and agree that:

1. The City's Acknowledgment of these plans shall not be construed to be a permit for, or an approval of, any variance from any of the provisions of the Standards, unless a separate written approval authorizing a specific deviation has been provided by the City Engineer.
2. The City's Acknowledgement of these Plans, or feedback from the City on whether the Plans meet the Standards, shall not prevent the City from requiring the correction of errors in the Plans at any time, including after construction of improvements.
3. The City's Acknowledgement of these Plans does not constitute a permit from the Federal or State Government or permission to deviate from Federal or State Laws or Regulations.
4. The City's Acknowledgement of these Plans does not grant permission to work on the properties of others.

1.10 STORM DRAIN SYSTEM

A. SEE THE HEBER CITY STORM WATER DESIGN MANUAL.

B. IRRIGATION DITCHES

1. Private irrigation ditches within developments shall remain open, or be piped, pursuant to the affected stakeholders' specifications. Such changes to existing irrigation systems shall be included in the engineering plans.

2. Provide irrigation easements on the subject plat "for the benefit of the upstream and downstream users" to formalize prescriptive easements.
3. City-operated-and-maintained irrigation ditches shall remain open, unless otherwise approved by the City Engineer. Any City irrigation ditches that are piped shall follow the applicable City standards.

1.11 SANITARY SEWER SYSTEM

A. The impact of any proposed sewer system, on the existing sewer system, will be reviewed by the City Engineer. The developer may be required to add additional off-site sewer improvements in order to provide adequate sewer service for the proposed development.

1. Areas that will be serviced through the proposed development will be considered and the method of service to those areas will be determined by the City Engineer. Increased system size may be required by the City Engineer for future development.
2. City-owned sewer lift stations are prohibited.

B. Sewer mains shall be as shown in the City's current Capital Facilities Plan or Master Plan.

C. The minimum size of any sewer main line shall be 8-inch diameter.

D. All sewer pipe between manholes shall be of the same SDR and classification, and shall be the highest SDR and classification required along the section.

E. The minimum size of sewer laterals shall be 4 inches.

F. All sewer pipes shall be sized to a maximum of 75 percent of their capacity.

G. Sewer lines shall be designed according to the minimum slopes below. The design flow shall be calculated based on equivalent residential connections in addition to a peaking factor depending on the size of sewer pipe. For 8-inch pipe, the peaking factor shall be 4.0. For pipe larger than 8-inches the peaking factor shall be 2.5. The minimum sewer slopes shall be as follows (foot/foot):

1. 8-inch – 0.004
2. 10-inch – 0.0028
3. 12-inch – 0.0022
4. 15-inch – 0.0015
5. 18-inch – 0.0012
6. >/= 21-inch – 0.001

H. The minimum sewer depth shall be 13.0 feet under normal conditions. In areas of shallower sewer, the following note shall be added to the development plat: "Shallow Sewer Depths! Contractor shall verify sewer depths before excavating for basement. Home(s) with basement may not have sewer service available for basement."

I. A minimum of 5 feet of cover shall be required over all sewer lines.

J. Sewer shall be located at 10-foot minimum horizontal distance from drinking water lines.

K. Manholes must be constructed at the end of all sewer lines. Cleanouts shall not be substituted for manholes nor installed at the ends of lines. Stubs for future sewer extension may be installed without a manhole or cleanout. But, no sewer services shall be connected to the sewer stub until the line is extended and a manhole has been installed at the end of the line.

L. The minimum size manhole shall be 4-foot diameter. 5-foot diameter manholes shall be used in the following situations:

1. At all intersections of four or more 8-inch or larger pipelines.
2. Where any connecting pipe size is 14 inches in diameter or larger.
3. Where the deflection angle of the pipeline exceeds 90 degrees.
4. When both items "1" and "2" occur in the same manhole, a 6-feet manhole is required.

M. A 12-feet access road shall be constructed to all manholes and shall be capable of supporting H-20 loading.

N. Where new sewer lines are connected to existing sewer lines, a 5-feet-diameter manhole shall be constructed over the existing sewer line.

O. Manhole Spacing: The maximum span between manholes shall be 400 feet.

P. Six-inch and larger laterals shall connect to the main line through sewer manholes.

Q. The minimum drops through manholes shall be as follows:

1. Deflection Greater than 90° - 0.3 foot drop
2. Deflection of 75° - 90° – 0.2 foot drop
3. Deflection of 0° - 74° – 0.1 foot drop, not exceeding 0.20 feet across the manhole.

R. Drop manholes are required when the inverts differ by 24 inches or more.

S. Deflections in manholes on steep grades:

1. Where incoming slopes at manholes are greater than or equal to 5 percent and the deflection angle within the manhole is greater than or equal to 45 degrees but less than 90 degrees, a five-feet manhole with an extra deep trough is required.
2. Where incoming slopes at manholes are greater than or equal to 5 percent and the deflection angle within the manhole is greater than 90 degrees, a six-feet manhole with an extra deep trough is required.
3. The benching of the extra-deep trough shall be located 25 percent higher than the diameter of the incoming pipe.

T. Each non-single-family building or unit of separate ownership shall require a separate sanitary sewer lateral.

U. Grease interceptors, pursuant to the City Code and City Standard Specifications, shall be required on all commercial development where food service uses are anticipated.

1. Sampling manholes shall be installed downstream of all grease traps.
2. Sampling manholes and grease interceptors shall be inspected and maintained per the Utah Health Code, the City's Kitchen Best Management Practices Ordinance, and Wasatch County Health Department Regulations.

1.12 DRINKING WATER SYSTEM

Private systems shall be designed and inspected the same as public systems.

A. PIPELINES

1. Pipelines shall be as shown in the City's current Capital Facilities Plan or Master Plan, and be at least 8 inches in diameter, unless approved otherwise by the City Engineer for water quality purposes in dead-end lines. Pipelines that supply fire hyrdrants shall be at least 8 inches in diameter.

2. Fire hydrants shall be located on the same side of the street as the drinking water main line. The horizontal distance between the drinking water lines and pressurized irrigation lines shall be at least 5 feet.
3. Pipelines in private streets shall be on the same sides as in public streets unless approved otherwise by the City Engineer.
4. The horizontal distance between drinking water lines and sanitary sewer lines shall be at least 10 feet. Where a water main and sewer line must cross, the water main shall be at least 18 inches above the sewer line. Separation distances shall be measured from pipe edge to pipe edge. Adherence to all separation requirements included in Sections R309-550-7 and R309-550-12 shall be required unless a written variance is requested and granted from the Utah Division of Drinking Water and Heber City.
5. Special design and construction considerations in accordance with Section R309-550-5(6) of the Utah Administrative Code shall be required for water mains located in areas of geologic hazard (e.g., slide zones, fault zones, river crossings, etc.)
6. Surface water crossings are generally prohibited and will only be allowed when no other practical alternatives exist and when specifically approved in writing by the City Engineer. If allowed, surface water crossings shall be designed and constructed in accordance with Section R309-550-8(8) of the Utah Administrative Code.
7. The minimum fire flow and pressure requirements shall be pursuant to State Standards, or more if determined by the Fire Marshall.
8. The minimum operating pressure in all parts of the system shall be 30 pounds per square inch during peak instantaneous demand.
9. The maximum static pressure in all parts of the system shall be 130 pounds per square inch.
10. Systems shall be designed so that pressures conform to the pressure zones shown in the City's Capital Facilities Plan.
11. The maximum flow velocity shall be 5 feet per second.
12. The impact of any proposed system on the existing system will be reviewed by the City Engineer. The developer may be required to add offsite infrastructure to mitigate impacts to the existing system and provide adequate water supply to their development.
13. If required by the City Engineer, the Engineer-of-Record shall provide a computer network model, for the City Engineer's review, of the proposed system showing compliance with this Standard. The City will provide boundary conditions, based on the system, for the model.
14. Individual booster pumps are not allowed, except in buildings with more than two stories above ground.
15. To provide increased reliability of service and reduce head loss, dead ends shall be minimized by making appropriate tie-ins and "looping" of the drinking water system ~~whenever practical~~. Where dead-end mains do occur (permanent or temporary), a fire hydrant or approved blow-off assembly shall be installed for flushing purposes as directed by the City Engineer. Flushing devices must have the minimum sizes shown on Heber City Standard Drawing "Water-8", but must also be sized to provide a minimum velocity of 2.5 fps in the water main.
16. Permanent dead-ends shall not be longer than 600 feet.
17. The maximum allowable deflection of pipe joints shall be less than or equal to half of the manufacturer recommended maximum deflection.

B. VALVES

1. Valves smaller than 14 inches shall be gate valves. Valves 14 inches and larger shall be butterfly valves.
2. Valves shall be placed at intervals not exceeding 800 feet.
3. At junctions, valves shall be placed on all legs.
4. Valves shall be placed within 5 feet to 10 feet of the ends of casings.
5. Valves shall be placed at connections to the existing system.
6. When approved by the City, tapping sleeves may be used for fire lines or other branch connections. Tapping sleeves shall not be used for size-on-size applications. Branch lines must be at least one nominal pipe size smaller than the line being connected to.
7. Blow-offs shall be placed at the ends of and low points in pipelines. Fire hydrants may be used as

blow-offs.

8. Air releases shall be installed at all peaks and sharp changes in gradient with a difference in elevation greater than 15 feet. If the water line has service connections within the location of the peak or change in gradient, the air release may be eliminated at the City Engineer's discretion.

C. FIRE HYDRANTS

1. Fire hydrants shall be placed at the ends of cul-de-sacs, the ends of dead-end streets, and at least every 1000 feet of off-site pipelines.
2. Fire hydrants shall be placed not more than 500 feet apart, or as directed by the Fire Marshall.
3. The minimum fire flow shall be pursuant to State Standards, or more if required by the Fire Marshall.
4. Fire hydrants shall be placed on the same side of the street at the water main pipeline.

1.13 PRESSURIZED IRRIGATION SYSTEM

A. PIPELINES

1. Pipelines shall be as shown in the Capital Facilities Plan or Master Plan, and be at least 6 inches in diameter.
2. Pipelines in private streets shall be on the same sides as in public streets.
3. The minimum operating pressure in all parts of the system shall be 30 pounds per square inch during peak instantaneous demand.
4. The maximum static pressure in all parts of the system shall be 120 pounds per square inch.
5. Systems shall be designed so that pressures conform to the pressure zones shown in the City's Capital Facilities Plan.
6. The maximum peak day flow velocity shall be 5 feet per second.
7. The impact of any proposed system on the existing system will be reviewed by the City Engineer. The developer may be required to add offsite infrastructure to mitigate impacts to the existing system and provide adequate water supply to their development.
8. If required by the City Engineer, the Engineer-of-Record shall provide a computer network model, for the City Engineer's review, of the proposed system showing compliance with this Standard. The City will provide boundary conditions, based on the system, for the model.
9. The maximum allowable deflection of pipe joints shall be less than or equal to half of the manufacturer recommended maximum deflection.
10. Public pipelines through private property, if approved, shall be in dedicated home-owner-association or business-owner-association open space centered in a 20-feet-wide easement in favor of the City.
11. All pipelines shall be designed such that the system can be easily drained to surface ditches or storm drain systems.

B. VALVES

1. Valves smaller than 14 inches shall be gate valves. Valves 14 inches and larger shall be butterfly valves.
2. Valves shall be placed at intervals not exceeding 800 feet.
3. At junctions, valves shall be placed on all legs.
4. Valves shall be placed within 5 feet to 10 feet of the ends of casings.
5. Valves shall be placed at connections to the existing system.
6. When approved by the City, tapping sleeves may be used for branch connections. Tapping sleeves shall not be used for size-on-size applications. Branch lines must be at least one nominal pipe size smaller than the line being connected to.
7. Blow-offs shall be placed at the ends of and low points in pipelines.
8. Air releases shall be installed at all peaks and sharp changes in gradient with a difference in elevation greater than 15 feet. If the water line has service connections within the location of the peak or change in gradient, the air release may be eliminated at the City Engineer's discretion.

9. Drains shall be installed at low points in the system.

1.14 STREET SYSTEM

Private streets shall be privately-owned-and-maintained.

A. DESIGN REQUIREMENTS

1. The pavement design (subbase, roadbase, and asphalt) for private streets shall be at least the same as public streets.
2. The pavement width of private streets shall be at least as wide as required by the latest edition of Appendix D of the International Fire Code.
3. Normally, sidewalk, park strip, curb, and strip paving are required along redeveloping properties. In the event that the requirement for such is delayed by deed restriction, the shoulder of the road shall be improved with 3 inches of roadbase for a distance of 4 feet from the edge of asphalt. The surface of the roadbase shall tie in with the surface of the asphalt. Beyond the roadbase, the surface of the soil shall be graded to a swale and then slope up to the edge of the right-of-way.
4. Roundabouts, following Federal Highway Administration Design Guidelines, are required where feasible and practical, pursuant to the following criteria:
    a. Minimum inscribed diameter of 110 feet, using a WB-62 design vehicle for City roads of lower classification than major collector.
    b. Minimum inscribed diameter of 120 feet, using a WB-67 design vehicle for single-lane major collectors.
    c. Islands shall include mountable curb and decorative (stamped, colored, etc.) concrete aprons approved by Heber City.
    d. Minimum inscribed diameter of 150 feet for double-lane applications.
    e. Refuge areas shall be incorporated into intersection leg islands with crosswalks and ADA panels.
    f. Raised landscaped center islands with an additional feature/sculpture approved by Heber City.
5. Because preference is given to pedestrians, a driveway approach is required for all private accesses unless recommended otherwise by the City Engineer, based on site-specific considerations, such as:
    a. speed, slope, and functional classification of the adjacent street
    b. width of the proposed access
    c. volume of the proposed access
    d. drainage
6. Curb returns adjacent to ADA ramps shall have a maximum slope of 2 percent where possible. Where the base of the curb ramp, or the edge of the flush landing must join an intersection of two streets with running grades greater than 2 percent, the base of the curb ramp or the edge of the flush landing may be warped to meet the street running grade. Every effort shall be made to minimize this grade by warping the street cross slope plus or minus 4 percent on both legs of the intersection.
7. The following Table 1 serves as a guide to design professionals by providing a summary of the City's Street Design Standards.
8. A Level 2 traffic calming measure, as defined in the most recent Traffic Calming Policy. is required on local street segments longer than 1000 feet without at least a 45-degree turn.
9. School crosswalks and associated STOP bars and signage shall be placed along Safe-Routes-to-School routes. Other crosswalks shall be placed as directed by the City Engineer.
10. Access management of public streets shall follow Table 2.
11. The developer is required to complete a type II slurry seal on all street improvements one year after final inspection and prior to the expiration of the warranty period.
12. Temporary paved ~~hard-surfaced~~ turnarounds ~~cul-de-sacs~~ are required on all dead end public streets that will be extended and are greater than one-and-a-half lots in length. The cost of installing the future curb, gutter, sidewalk, driveway extension etc., when the temporary cul-de-sac is removed, shall be escrowed with the City.
13. The top back of curb shall be stamped, showing locations of water, sewer, and secondary irrigation lateral service pipes:

a. “W” for drinking water.
b. “S” for sewer.
c. “I” for pressurized irrigation.

14. A brass pin shall be imbedded in the curb marking the location of each property line.

TABLE 1 – GEOMETRIC DESIGN OF STREETS

DESIGN ELEMENT	MINOR LOCAL	LOCAL	MINOR COLLECTOR	MAJOR COLLECTOR	MOUNTAIN COLLECTOR	HISTORIC BUSINESS CORE
Posted/Design Speed	25		30	35	35	25
Typical Section Elements						
ROW Width	56’	62’	68’	80’ or 85’[a]	58’	92’[b]
Pavement Width	26’	32’	38’	38’-50’[c]	36’	48’/58’
Number of Lanes	2[g]			3	3	2
Side Cut/Fill Slopes	3:1 up to 5 feet high and 2:1 above 5 feet high					
20 Year ESAL Requirement	60,000	60,000	250,000			
VERTICAL DESIGN ELEMENTS						
Vehicle Design	Passenger, School Buses, Delivery trucks, dump Trucks	Passenger, School Buses, Delivery trucks, dump Trucks	Passenger, School Buses, Delivery trucks, Dump/Concrete Trucks	Passenger, School Buses, Delivery trucks, Dump/Concrete Trucks	Passenger, School Buses, Delivery Trucks, Dump / Concrete Trucks	Passenger, School Buses, Delivery Trucks, Dump/Concrete Trucks, Semi Loads
Minimum Centerline Grade	0.5%					
Maximum Centerline Grade	10%	8%[d]				5%
Maximum Centerline Grade Across Designated Crosswalks	2% with stop or yield control 5% without stop or yield control[h]		2% with stop or yield control 5% without stop or yield control[h]			
Max. Grade in Cul-de-Sacs	5%	Not Allowed				
Maximum Centerline Grade Break w/o Vertical Curve	1%		0.5%			0.5%
Maximum TBC Grade Break w/o a Vertical Curve[e]	2%					
Minimum Crest Vertical Curve “K” Value	12		19	29		
Minimum Sag Vertical Curve “K” Value	26		37	49		
Minimum Length of a Vertical Curve	60’		90’			
HORIZONTAL DESIGN ELEMENTS						
Minimum Mid-Block Centerline Curve Radius	198’		333’	510’		198’
Superelevation	Not Allowed					
INTERSECTIONS						
Intersection Sight Distance	Refer to AASHTO: A Policy on Geometric Design of Highways and Streets, Latest Edition					
Corner Curb Radius	25’		40’			40’
Minimum Angle of Intersection	60° for at least 100’		80° for at least 100’			
Maximum Centerline Offset	5’		2’			
Maximum Centerline Grade[f]	5%		4%			
Vertical Tie-In	Lower streets shall match the centerline crowns in an intersection. Higher streets shall tie in 12’ off the centerline of local streets or at the edge of the outside travel lane of other streets.					

a. If a 10-feet trail is used, 5 feet more is required.
b. An 82.5-feet right-of-way may be used with City approval.
c. Depending on whether a landscaped median is used, and whether on-street parking is allowed.
d. Under special circumstances, grades up to 10 percent may be approved, if grades would exceed 8 percent in order to maintain 4 percent through the intersections, and conditioned upon providing individual designs to construct ADA-compliant ramps.
e. Maximum grade break of 2% along TBC with Minimum length of 25 feet between breaks.
f. Grade must extend at least 50 feet beyond the side of the lane of the intersecting street.
g. Turn lanes with appropriate stacking lengths may be required (per the TIS).
h. In some instances, the cross slope of pedestrian crossings may be increased to match the slope of the road in accordance with PROWAG R304.5.3.

Heber City Access Management Standards

Functional Classification	Minimum Driveway Spacing (feet)[1,2,3,4]			Cross Street Unsignalized Intersection Spacing (feet)	Geometric Design of Driveway Access[6]					Minimum Signal Spacing (feet)
					Single-Family Residential Driveways			Other Driveways		
	Upstream and Downstream (feet)	Opposing Upstream (feet)	Opposing Downstream (feet)		Approach Width (feet)[6]	Edge Clearance (feet)[7]	Curb Return Radius (feet)	Approach Width (feet)[6]	Edge Clearance (feet)[7]	
Major Arterial w/o Median Barrier	350	175	160	660	12 min 30 max	5 min	10 min 15 max	Two Way 25 min 40 max One Way 16 min 30 max	20 min	2640
Major Arterial w/ Median Barrier	200	130	160	400						2640
Minor Arterial w/o Median Barrier	200	115	105	660						1320
Minor Arterial w/ Median Barrier	150	65	105	400						1320
Collector w/o Median Barrier	150	105	90	250						1320
Collector w/ Median Barrier	85	50	70	150						1320
Minor Collector w/o Median Barrier	85	105	90	250						1320
Minor Collector w/ Median Barrier	50	50	70	150						1320
Local w/ or w/o Median Barrier	10	-	-	150						N/A

1. Driveway spacing is measured as shown in Figure 1. For Local streets, the spacing is measured from edge-to-edge.
2. Corner clearance requirements for access points should meet or exceed the minimum driveway spacing requirements. Curb cuts on major arterials should be spaced at distances greater than 230 feet apart, measured from face-of-curb to face-of-curb, with the preferred distance being 300 feet.
3. For corner properties, access to public streets should be provided from the lesser (lowest functional classification) street.
4. Driveways in right-turn lane transition areas are discouraged.
5. For the benefit of traffic safety and flow, access points may be required to be designed to prohibit certain types of turning movements.
6. Wider driveway widths may be permitted to accommodate additional turning and/or acceptance lanes.
7. Distance between side property line and edge nearest drive as measured along traveled way.

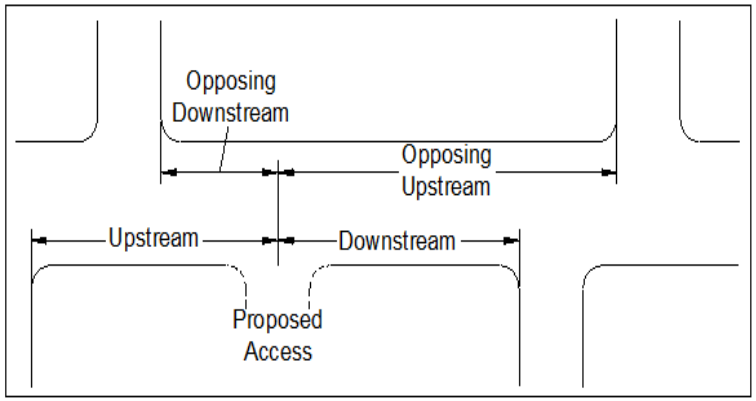


Figure 1: Measurements for Minimum Access Spacing Standards

B. MORATORIUM STANDARD (New, Reconstructed, and Overlaid Streets) -- No cuts permitted for two years from the time of the construction/restoration/overlay.

C. SPECIAL RESTORATION STANDARD (New, Reconstructed, Overlaid, and Chip/Slurry-Sealed Streets)

1. New, Reconstructed, and Overlaid Streets (for 5 years after end of moratorium): The asphalt surface shall be milled a minimum depth of two (2) inches, and fifteen (15) feet each way from the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The City Engineer reserves the right to require additional area and/or depth if deemed appropriate to restore roadway to original condition. Approved fabric is required when existing pavement included a fabric prior to the permitted cut.
2. Chip/Slurry-Sealed Streets (for one year after chip/slurry application)*:* The asphalt surface shall be re-chipped/slurried a minimum of 15 feet each way from the edge of the cut, in widths equivalent to existing striped traffic lanes.

~~1.15 TRAILS SYSTEM~~

~~A. DESIGN REQUIREMENTS~~

~~1. Trails shall be as shown in the City's current Parks and Trails Capital Facilties Plan or Master Plan.~~
~~2. Additional trails are encouraged and shall be provided in accordance and shall be provided in accordance with the City's adopted trail plans and standards.~~
~~3. Trails shall comply with the requirements of the Americans with Disabilities Act (ADA) where reasonably appropriate and feasible. A trail is considered ADA-accessible if it meets the following criteria:~~
~~a. 5-feet minimum width~~
~~b. Hard surface – Asphalt and concrete are the most accessible. Compacted crushed stone with a diameter less than 3/8-inch is also acceptable.~~
~~c. Longitudinal grade less than 5 percent.~~
~~d. Ramps, not stairs, should be provided for grades exceeding the 5-percent maximum.~~
~~e. Ramp grades should not exceed 8 percent, and have a level landing for every 30 inches of vertical rise, and have a slip-resistant surface.~~
~~f. 32-inch-high handrails should be installed on all ramps and bridges.~~
~~g. Trails should have a rest area every 300 feet, preferably cleared with a bench.~~

~~4. Grades – Trail grades shall not exceed one-half of the grade of the hillside being traversed. The following table identifies maximum lengths for trail sections with longitudinal grades greater than 5 percent.~~

~~Grade (percent)~~	~~Max. Length (ft)~~
~~<5~~	~~None~~
~~5-6~~	~~800~~
~~6-7~~	~~400~~
~~7-8~~	~~200~~
~~8-9~~	~~100~~
~~9-10~~	~~50~~
~~>10~~	~~0~~

~~5. Maintain a minimum clear view for cyclists of 150 feet. If this distance cannot be met, signing pursuant to MUTCD shall be used. Signs shall be installed 50-60 feet ahead of sight-obstructing changes in alignment.~~
~~6. Maintain a vertical clearance of at least 10 feet. The vertical clearance on trails used during winter~~

months shall be at least 16 feet due to snow.

7. Lengths of Vertical Curves

Grade Break (percent)	Min. Length (ft)
<3	0
3	10
4	75
5	120
6	150
7	171
8	188
9	200
10	210
11	218
12	225
12-20	264

8. The minimum horizontal curve radius shall be 74 feet.
9. The maximum grade through trail intersections is 3 percent.
10. Construction Standards

The trail cross slope shall be 1.5 percent to 2 percent. Where trails cross streets, the cross lsope may be increased to match the cross slope of the road in accordance with PROWAG R304.5.3.

Trail Type	Width (ft)	Materials
Improved Multi-Use	10-14 with a 20 easement, depending on regional connections per Staff and the Trails Map, plus 2-wide shoulders	Asphalt – Properly-Prepared Subgrade, Weed barrier, 6 inches of Roadbase, 3 inches of Asphalt. Concrete and pavers can be used to appropriate areas.
Improved Pedestrian	8 with a 20 easement, plus 2-wide shoulders	Concrete – Properly-Prepared Subgrade, Weed barrier, 6 inches of ¾-inch Gravel, 4 inches of Concrete.
Back Country	4 with a 20 easement, plus 2-wide shoulders	Natural Surface

11. Easements – All public trails will require a recorded easement using the City's standard easement language in use at the time the easement is recorded. Trail easements shall normally be included on associated plats. When separate trail easements have been recorded, they shall be referenced on applicable plats.
12. Bridges
    a. A building permit is required for bridges.
    b. Widths of bridges shall be the same as the associated trails.
13. Trailheads – Trailheads shall be provided in accordance with the Parks and Trails Master Plan and associated trail design guidelines.
14. Fences – Fencing should be installed only where physical separation is necessary for safety or to preserve adjacent landowner privacy. Fences should normally be 5 feet from the trail edge and must also be located within the trail easement.

1.15 STREET AND TRAILS LIGHTING SYSTEMS

A. Street lights shall be located at cul-de-sac ends, street intersections with collector streets or larger, and critical points as determined by the City Engineer. On collector and larger street intersections, there shall be two lights located kitty-corner on the through street around the corners from the STOP signs.

B. Commercial Historic street lights shall be installed on Main Street between 400 South and 300 North, spaced four per block on both sides.

C. Trail lights shall be installed along all master-planned trail systems at 200-feet maximum intervals and at entrances to parks, trail intersections, bridges, and road crossings.

1.02 GENERAL REQUIREMENTS

A. ~~The Developer is responsible to comply with these standard specifications. Alterations, substitutions, or changes from these standard specifications shall not be allowed unless prior authorization is obtained from the City Engineer. The developer is responsible for providing all documentation and research supporting requests for changes to these standards, and the associated costs.The City Engineer will make the decision relating to all questions which may arise as to the quality and acceptability of alterations, substitutions, or changes proposed. In case any question should arise, relative to these standards, the final determination or decision of the City Engineer shall be complied with as a condition of the Developer receiving final approval of the work being questioned.~~

~~B. The improvements shall include all street improvements in front of all lots and along all dedicated streets to a connection with existing improvements of the same kind or to the boundary of the subdivision nearest existing improvements.~~

~~C. Public roads shall not exceed a grade of 8% without approval from the City Engineer. Under special circumstances grades up to 10% may be approved, conditioned upon 1) providing individual designs to construct ADA compliant handicap ramps, and 2) incorporating a 60' minimum transition to a 4% grade at intersections.~~

~~D. The developer is required to complete a type II slurry seal on all street improvements one year after final inspection and prior to the expiration of the guarantee period.~~

~~E. Layout must provide for future extension to adjacent development and be compatible with the contour of the ground for proper drainage.~~

~~F. All water, sewer, irrigation and any other buried utility or conduit shall be installed to the boundary lines of the subdivision. For existing lots of record, the utility for which service is needed shall be extended through the entire frontage of the property unless otherwise directed by the City Engineer.~~

~~G. All parcels receiving water, sewer, or irrigation service shall have their own independent services and laterals. These laterals or services shall be contained within the parcel or property for which the service is intended to eliminate special utility easements crossing adjacent properties. Deviation from this requirement, regardless of how or when it is determined to be in violation, shall be at the complete discretion of the City Engineer and Public Works Director.~~

~~H. If construction requires a specification not found herewith and is deemed necessary by City Engineer, the City Engineer will be allowed two weeks to provide an adequate specification to control and provide guidelines for construction.~~

I. Inspection: The term "inspection" (or its derivatives) means a review of the project, including but not limited to a visual review of the work completed to date. It does not include or imply an exhaustive or detailed review of the Work nor does it create a duty on the part of the Engineer or Owner to detect latent defects.

J. Temporary hard surfaced cul-de-sacs are required on all dead end public streets that will be extended and are greater than one and a half lots in length. The cost of installing the future curb, gutter, sidewalk, driveway extension etc., when the temporary cul-de-sac is removed, shall be escrowed with the City.

K. Adequate facilities for drainage shall be provided and may not adversely impact adjacent properties.

L. Easements for water, sewer, or storm drains not in the public right of way shall be a minimum of 20 feet wide for a single utility and dedicated solely to Heber City for the given use. Public Utility Easement's shall not be used in lieu of dedicated easements for new utilities and access.

M. Public utility easements (PUE's) shall be 10ft wide around perimeter of standard lots. Cottage lots shall have the side lot PUE's reduced to 5 feet.

N. The top back of curb shall be stamped in the following manner, showing locations of water, sewer, and secondary irrigation stub pipes:

a. A "W" stamp for culinary water.
b. An "S" stamp for sewer.
c. An "I" stamp for secondary irrigation.
d. A brass pin will be imbedded in the curb marking the location of each property line.

O. A landscaping plan including details of proposed irrigation systems shall be submitted for all parks or other landscaped areas which are to become the responsibility of the City to operate and maintain. These plans shall meet the requirements of and be approved by the Director of the Parks Department. This belongs elsewhere.

P. Heber City requires roundabouts for new development where feasible and practical. Roundabouts shall be designed with the following criteria:

a. Min inscribed diameter of 120 ft using a WB-67 design vehicle for single lane major collectors.
b. Min inscribed diameter of 110 ft using a WB-62 design vehicle for City roads of lower classification than major collector.
c. Min inscribed diameter of 150 ft for double lane applications.
d. Roundabouts shall follow FHWA Design Guidelines.
e. Mini and urban compact roundabouts may be approved for private roads at the discretion of the City Engineer.
f. Islands shall include mountable curb and decorative (stamped, colored, etc.) concrete aprons approved by Heber City.
g. Refuge areas shall be incorporated into intersection leg islands with crosswalks and ADA panels.
h. Roundabouts shall include raised landscaped center islands with an additional feature/sculpture approved by Heber City.

PART 2 SUBMITTALS

2.01 DRAWINGS

A. Complete and detailed construction plans and drawings of improvements shall be submitted as an electronic PDF to the City Engineer for signature prior to final approval of the project by City Council. The construction drawings will not be signed by the City Engineer until the following items have also been completed:

1. The plan check procedure has been completed.

2. All required easements have been designated on the subdivision plat or dedicated by separate document to the City.

3. An Engineers Estimate of the improvement costs has been submitted to the City.This belongs elsewhere.

B. The Mylar plat map will not be signed by the City Engineer for recordation until the following items have also been completed:This belongs elsewhere.

1. The performance agreement has been completed and executed.

2. All required water rights or shares have been transferred to the city.

3. The City escrow deposits have been paid in full.

4. If requested, three (3) sets of hard copy final approved construction plans have been provided to the City.

C. The signed construction drawings will be valid for two (2) years from the date of City approval. If construction has not begun within two (2) years from the approval date, the drawings shall become null and void. Expired drawings will require rechecking by the City.This belongs elsewhere.

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PART 3 REQUIREMENTS

3.01 STANDARDS FOR CONSTRUCTION DRAWINGS: The following instructions are for the purpose of standardizing the preparation of drawings to obtain uniformity in appearance, clarity, size and style.This is obsolete now that submittals are digital.

A. One hard copy approved set shall be kept available at the construction site.

B. The plans and designs shall meet the standards defined in the Specifications and Drawings. The minimum information required on drawings for improvements are as follows:

1. All drawings and/or prints shall be clear and legible and conform to good engineering and drafting room practice.

2. Size of drawings shall be 24" x 36" and 11" x 17" (trim line) with minimum borders of ½" on top, bottom, and right sides, left side 1 ½".

3. North arrow (plan).

4. Scale and elevations referenced to U.S.G.S. datum.

5. Stationing and elevations for profiles.

6. Title block, located in lower right corner of sheet to include:
   a. Name of City.
   b. Project title (subdivision, etc.).
   c. Specific type and location of work.
   d. Space for approval signature of City Engineer and date.
   e. Name of engineer or firm preparing drawings with license number.

3.02 CURB AND GUTTER, DRAINS AND DRAINAGE STRUCTURES, SIDEWALKS, SITE GRADING IMPROVEMENTS, AND STREET SURFACING DRAWING REQUIREMENTS

A. Scale: 1"=50' horizontal; 1"=5' or 10' vertical.

B. Plans and profiles for each side of the street whether existing or proposed with elevations clearly indicated. Centerline profile may be eliminated.

C. Stationing and top of curb elevations with curve data for all curb returns.

D. Flow direction and type of cross drainage structures at intersections with adequate flow line elevations.

E. B.M. location and elevation (use U.S.G.S. datum).

F. Type of curb and gutter and distance from front to back of curb.

G. Cross slopes to gutter as shown on the standard cross section drawings.

H. Vertical curves for grade breaks equal to or greater than 1%.

I. Typical street cross- section for all street sizes and variations.

J. Street survey monument locations.

K. Plan and profile of existing ground and purposed profiles extending 200' beyond the proposed project.

L. Profile drawings for all storm drainage infrastructure.

M. Requirement to install reference pins in curb identifying location of property lines.

N. Street address and regulatory signs at each intersection.

O. Sleeves for all utility crossings i.e. phone, power, gas, and cable.

P. Street Lights

Q. Storm Water Pollution Prevention Plan according to State requirements and best management practices for the site.

3.03 SEWER DRAWING REQUIREMENTS

A. Scale: 1"=50' horizontal; 1"=5' or 1"=10' vertical.

B. Location, size and grade of mains and laterals.

C. Manhole size, location and flowline elevation.

D. Type of pipe.

E. B.M. location and elevation (use U.S.G.S. datum).

F. Profile Drawing

3.04 CULINARY WATER DRAWING REQUIREMENTS

A. Scale: 1"=50' horizontal; 1"=5' or 1"=10' vertical.

B. Size and location of water mains, valves, hydrants, and related appurtenances.

C. Type of pipe.

D. Minimum cover.

E. Details of all utility conflicts.

F. Profile Drawings, unless waived by the City Engineer.

3.05 IRRIGATION PIPE

A. Scale: 1”=50’ horizontal; 1”=10’ vertical.

B. Location, size and grade of mains. The mains shall be sloped to drain.

C. Elevations of main shall provide minimum 3 feet of cover on transmission lines and 2 feet of cover on distribution lines.

D. Type of pipe

E. B.M. location and elevation (use U.S.G.S. datum)

F. Profile Drawings, unless waived by the City Engineer.

3.06 STRUCTURES

A. Each set of plans shall be accompanied by a separate sheet of details for structures which are to be constructed.

B. All structures shall be designed in accordance with minimum requirements established by the Heber City Standard Specifications.

C. All structural drawings shall contain the following:

1. Scale of each detail.

2. Title block, lower right hand corner on all sheets, include name of subdivision.

3. Completely dimensioned and described.

PART 4 EXECUTION

4.01 GENERAL

A. All construction work involving the installation of improvements in subdivisions shall be subject to inspection by the City.

B. Certain types of construction require approval prior to proceeding with the work while other types only require periodic inspection while the work is occurring.

1. Approval is required prior to proceeding with the following types of work:
   a. Placing concrete for curb, gutter, sidewalks, thrust blocks, collars and other structures.
   b. Connections or tie-in's to existing water, sewer, storm drain, and irrigation systems
   c. Pipe line flushing, pressure testing, and videoing of water, sewer, storm drain, and irrigation lines.
   d. Street subgrade proof roll, placing subbase, and laying street asphalt.

2. Periodic inspections shall be required on the following:
   a. Street grading and gravel base.
   b. Excavations for curb and gutter and sidewalks.
   c. Excavations for structures.
   d. Trenches for laying pipe.
   e. Forms for curb and gutter, sidewalks and structures.
   f. Laying of street surfacing.

C. On construction requiring approval prior to proceeding with the work, any work done in the absence of an inspector's approval shall be subject to rejection. All underground GPS data must be collected prior to backfill. Inspector may request contractor to expose work that has been backfilled without prior inspection or to collect GPS data.

4.02 PRECONSTRUCTION CONFERENCE

A. A preconstruction conference shall be held before any excavation or other work is begun in the subdivision or project. The meeting will be held at a location specified by the City Engineer and will include: (a) City Engineer; (b) Developer or Project Manager; (c) Subdivision or Project Engineer; (d) all Contractors and Subcontractors involved with installing the subdivision or project improvements; (e) a representative of Heber City Inspection Department; (f) representatives of local utility companies as may be required by Heber City. Items pertaining to the construction and inspection of the subdivision or Project Improvements will be discussed. Upon request, one (1) copy of the Heber City Standard Specification and Drawings will be issued to the contractor during this meeting. Additional copies may be obtained for $20.00 each.

4.03 REQUESTS FOR INSPECTION

A. Requests for inspections shall be made to the City, in writing or by personal contact with the inspector assigned to the project, by the person responsible for construction.

B. Requests for inspection on work requiring continuous inspection shall be made at least three (3) days prior to the commencing of the work.

C. Notice for all other inspections shall be given one (1) working day in advance of the required inspection (subsequent inspections and re-inspection shall require the same notification period.

D. After hour and/or weekend inspections are available under extreme conditions, but are subject to payment of after hour inspection fees as shown in the Heber City Consolidated Fee Schedule. .

E. The Contractor/Developer shall GPS surface features (i.e. valves, meter cans, hydrants, cleanouts, manholes, irrigation boxes, etc.) for the Record Drawings. The Contractor/Developer shall coordinate with the Heber City Public Works Department to expose and GPS all underground features and connections to mains (i.e. corp. stops, sewer lateral connections to main, cleanouts, transitions and/or fittings, etc.) for City Mapping of the utilities.

4.04 REQUESTS FOR WATER SHUT DOWN

A. Request for water shut down shall be made a minimum of ~~24~~48 hours prior to the desired shut down.

B. Requests shall be made to the Public Works Superintendent and include, date, time and location.

C. Valves are to be opened and closed by City personnel only.

D. Contractor is to provide a minimum of 24 hour notification to all customers affected by the shutdown including but not limited to door to door contact and a flyer or handout describing the estimated date, time, location of the shut down, and emergency phone number. Contractor shall also notify the City 48 hours in advance so that a Parlant notification can be sent to affected customers.

4.05 CONSTRUCTION COMPLETION INSPECTION

A. An inspection shall be made by the City Engineer after all construction work is completed.

B. Any faulty or defective work shall be corrected by the persons responsible for the work within a period of thirty (30) days of the date of City Engineers Inspection Report defining the faulty or defective work.

C. The Developer shall furnish "Record" drawings of all improvements prior to subdivision final approval. Record drawings shall be submitted via~~include~~ electronic PDF. ~~and~~ AutoCAD files~~.~~ ~~A~~and/or a printed mylar shall also be submitted when requested. Record drawings shall be the original drawings, signed by the City and engineer of record, with corrections of minor changes that occurred during construction noted. Major changes that significantly change a drawing sheet will have a new design sheet created during construction and resigned by the City Engineer. All changes made to the design during construction shall be recorded and include, but not be limited to changes to alignments, elevations, utility main line locations, service lateral locations, and any other changes made during construction.

4.06 GUARANTEE OF WORK

A. The Developer shall warrant and guarantee the improvements by executing Heber City's Standard Performance Agreement and posting a bond, acceptable to the City, for ~~up to 20%~~100 percent of the ~~value~~estimated cost of the improvements to be constructed. The City will add 10 percent to the estimated cost to cover administrative costs incurred by the City to complete the improvements, if necessary. The improvements provided for hereunder, and every part thereof, will be guaranteed to remain in good condition for a period of ~~two (2)~~one year~~s~~, after the date of Final Acceptance by the City Engineer. Developer agrees to make all repairs to the improvements during the guarantee period at no cost to the City. ~~The guarantee period may be reduced to one (1) year if final acceptance occurs between~~ April 30th ~~and~~ November 1st ~~and, if in the opinion of the City, the developer or the contractor's past performance has been excellent.~~ The improvement warranty period may be extended by the City if the City determines for good cause that the one-year period

would be inadequate to protect the public health, safety, and welfare; and if the City has substantial evidence on record of prior poor performance by the applicant, or that the area upon which the infrastructure will be constructed contains suspect soil that the City has not required the applicant to mitigate.

B. Final Acceptance shall not be granted and the guarantee period shall not commence until all of the items noted on the project punch list have been completed.

C. The determination for necessity of repairs and maintenance of the work rests with the City Engineer. His decision upon the matter shall be final and binding upon the Developer, and the guarantee hereby stipulated shall extend to and include, but shall not be limited to the entire street base, and all pipe, joints, valves, backfill, and compaction as well as the working surface, curbs, gutter, sidewalks, and other accessories that are, or may be affected by the construction operations, and whenever, in the judgment of the City Engineer, said work shall be in need of repair or rebuilding.

D. If the Developer fails to begin making repairs within ten (10) days from the date of the service of such notice, the City Engineer shall have such repairs made and the cost of such repairs shall be paid by the Developer together with an additional 25 percent for stipulated damages for failure on the part of the Developer to make the repairs.

4.07 SUBDIVISION ORDINANCES

A. The Developer and his Engineer must familiarize themselves with the existing subdivision ordinances, requirements of which may~~are~~ not be included in these S~~s~~tandards.

4.08 ROADWAY PERMITS

A. For construction material and procedures not addressed by the specifications, the most recent revision of the standard specification of the following agencies shall apply:

1. American Association of State Highway & Transportation Officials. (AASHTO).
2. American Society for Testing & Material (ASTM).
3. American Waterworks Association (AWWA).
4. Uniform Building Code of the International Conference of Building Officials (UBC).
5. Utah Department of Transportation (UDOT) Standard Specifications and Standard Plans.
6. Manual on Uniform Traffic Control Devices (MUTCD).

4.09 BUILDING PERMIT AND OCCUPANCY

A. Subdivisions and other large scale development shall be nearly complete with essential facilities (as defined in Heber City ordinances) being constructed pursuant to the accepted drawings~~in place~~ and operational before a building permit will be issued. Such completion shall be ~~certified in writing~~ verified by the City Engineer or their designee. ~~The certification shall verify that the project has been built as per approved plans.~~

B. Occupancy will be allowed within any subdivision or development only upon compliance with Heber City Ordinances.

4.10 UNUSUAL LOADINGS

A. In unusual circumstances of structural loading, the City Engineer shall have the authority to require measures to strengthen structure and/or foundations as needed to protect the City's interests.

4.11 SNOW REMOVAL FOR ROADS AND FIRE HYDRANTS

A. The owner of the subdivision or other large scale development shall be responsible to keep the roads and the fire hydrants cleared of snow until the roads are accepted by the City Engineer.

B. The fire hydrants shall be cleared for at least three (3) feet in all directions.

END OF SECTION

SECTION 00900

PROCEDURAL POLICY FOR WATER & SEWER

PART 1 HOOKUP FEES

1.01 SECTION INCLUDES

A. This section defines water and sewer hookup fees, billing procedures and policies.

1.02 WATER HOOKUP FEES

A.

LINE SIZE	HOOKUP FEE	IMPACT FEE**	MAX RATE *
3/4" Water Hookup	See Heber City Consolidated Fee Schedule	See Heber City Consolidated Fee Schedule	30 GPM
1" Water Hookup			50 GPM
1 1/2" Water Hookup			100 GPM
2" Water Hookup			160 GPM
3" Water Hookup			350 GPM
4" Water Hookup			1000 GPM

* Estimated at 80% of manufacturer's maximum rating. Meters 3-inches and above are compound meters which are determined separately.

** Impact Fees are adjusted annually based on the ENR index.

B. Apartment Complexes and other Multiple Dwelling units are responsible to pay a hookup fee for each separate meter servicing said units.

1.03 SEWER HOOKUP FEES

A.

TYPE	IMPACT FEE*
Residential	See Heber City Consolidated Fee Schedule
Non-Residential	Commercial development charges are based on Equivalent Residential Units (ERU's) calculated from average water usage and the number of fixture units.

* These are adjusted annually based on the ENR index.

PART 2 BILLING PROCEDURES

After completion of hookup, billing for Water and Sewer service will begin. Sewer will be billed at the base rate until the home is occupied. When the home becomes occupied, the Sewer will be billed using the State averages of usage based on the number of persons occupying the home until a history is obtained.

2.01 WATER BILLING PROCEDURES

A. Water fees will be set by resolution and may change as the City Council deems necessary. Water billings are billed in arrears. Current base fees based on line size are per Heber City Consolidated Fee Schedule.

B. County Residents who are permitted to hook onto Heber City's Water System will be billed 1 ½ times the normal rates.

C. The base fee will entitle each user to the number of gallons of water included in the base fee as shown in the current Heber City Consolidated Fee Schedule. Additional usage over the base amount will be billed at a higher rate per thousand gallons as indicated in the Heber City Consolidated Fee Schedule.

2.02 TEMPORARY/CONSTRUCTION WATER

A. Temporary water for construction or other similar purposes will be served from the local irrigation company when available. Culinary water may be obtained if the City determines that irrigation water is unavailable. Temporary water may be discontinued at any time if deemed necessary by the City. Persons wishing to obtain temporary water may apply for a construction meter at the City Public Works Office and submit a deposit identified in the Heber City Consolidated Fee Schedule. The City Public Works Department will install a meter at the fire hydrant location requested (unless installation by the Contractor is approved by Public Works) and periodically bill the applicant for water used at a rate identified in the Heber City Consolidated Fee Schedule per thousand gallons. Upon notification to discontinue service the City Public Works Department will remove the construction meter (unless removal by the Contractor is approved by Public Works) and, if in good condition refund the applicants deposit. Applicant is responsible for all water usage registered on the meter.

B. The City may issue one time water permits to users requiring minimal quantities of water. Water for these permits will only be provided from the hydrant located at the City's Public Works Yard. Users must have a permit in their possession and available for inspection at all times when transporting water.

C. If access to construction water through the meter service box is wanted during construction of new buildings, the contractor or owner will need to sign up for water service through the City and have the meter set by Public Works. Occupancy will not be granted until a water meter has been properly set by the City.

Upon receiving a request for final inspection, the Building Department personnel will check the water meter vault and determine if a meter has been set. If the meter is in place then the inspector will proceed with the inspection, if not then the inspection will cease until the meter has been installed. It is the responsibility of the individual(s) requesting occupancy to set up the water service account and request the meter be set.

2.03 POLICY REGARDING LEAKS

A. When a leak is discovered by the owner or the City, adjustments to billings will be given when proof of repair is provided. Repairs must take place within 10 days of the leak discovery or no adjustment will be made. Adjustments will be given to approximate the previous history of a similar period.

2.04 WINTER FREEZE UP POLICY

A. In certain circumstances the Public Works Director may authorize individuals to leave water running in their homes during the winter months to prevent water lines from freezing. If an individual is thus authorized, their water billing will be adjusted to the base rate. If individuals

leave water running without permission from the Public Works Director, no adjustment will be made to the billing.

2.05 SEWER BILLING PROCEDURES

A. Sewer fees will be set by resolution and may be changed as the City Council deems necessary. Sewer billings are billed one month in advance. Current base monthly fees are identified in the Heber City Consolidated Fee Schedule:

B. Sewer flow charges are based on the winter water usage from approximately October 10th to April 10th, of each year. Flow charges over the base rate are calculated as follows:

Water Usage / 6 months = Average Monthly Use

Average Monthly Use x $ Rate per Thousand Gallons = Flow Charge

C. Flow charges are then added to the base fee to equal your monthly bill.

D. If no sewer history exists, the City will use the formula below for the first year.

Base Rate + (Per Person Charge x #of People)

2.06 POLICY REGARDING WINTER WATER LEAKS

A. When a water leak is discovered during the winter months by the owner or a City employee, Heber City will use the State average usage for the number of persons living in the home for determining the flow charges for the April billing.

2.07 LIVESTOCK METERS

A. Persons who water livestock will be required to install a separate meter in order for Heber City to deduct water used for watering livestock before calculating flow charges for the Sewer billing.

2.08 SPRINKLER SYSTEMS

A. Persons wishing to install sprinkler systems attached to the culinary water system will be required to connect onto their water line between the home and the water meter, unless a hardship exists. The Public Works Director will determine if a hardship exists. The City Manager will give final approval. If a hardship exists, a separate meter can be installed and will be billed as a normal connection. Those who receive permission to have a separate connection will be required to pay the appropriate hook up fee as determined in section 1.02 A. These connections are not transferable to another property if they are abandoned.

All necessary backflow prevention devices are to be installed per the International Uniform Plumbing Code and City Ordinance. Backflow devices for sprinkler systems shall be Reduced Pressure Zone Backflow Prevention Assemblies (RP Devices). RP Devices will need to be accompanied by a certification from a licensed tester that the device is functioning properly prior to city acceptance.

2.09 ABANDONMENT OF SERVICES AND LATERALS

A. Existing water services shall be abandoned to the city's main line. The "corp" valve shall be removed and the tap plugged. All abandonments shall be coordinated with the Public Works Director.

B. Existing sewer laterals shall be abandoned by capping the lateral with a water tight plug at the main line. If the lateral ties into a manhole, the water tight plug may be placed inside the manhole.

2.10 WATER METER LOCATIONS

A. Water meters shall be installed in the public right-of-way perpendicular to the water main. The meters will normally be located in the park strip, or in cases where no park strip exists, may be installed on the city side of the property line. In the case of services tapped off water mains in easements, the meter shall be within the easement and adjacent to the main.

B. Water meters located within the driveway or driveway approach shall be flush with the concrete surface and shall be inspected and approved by the Public Works Department.

PART 3 CUTOFF POLICY

3.01 Heber City's policy regarding disconnection of services for delinquent payment is as follows:

A. When an account become 30 days past due, billings will be marked as past due with payment required in 10 days or service will be disconnected.

B. If no response is received within the first ten day period, a Notice of Disconnection will be mailed. This notice will allow ten additional days before disconnection will take place.

C. If no response is received within the 10 day period the water will be disconnected.

D. Before water services are restored, the bill must be paid in full and payment for a reconnect fee must be paid as identified in the Heber City Consolidated Fee Schedule.

END OF SECTION

SECTION 01450

TESTING AND PROCESS CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section defines the responsibility of the Developer or Contractor to adequately test native materials and construction materials, and to furnish the City with manufacturer's certifications of material quality.

1.02 QUALITY ASSURANCE

A. The developer or Contractor shall be responsible for all sampling, delivery of samples to a qualified testing agency, testing, and delivery of test results or materials certifications to City at no charge to the City. Testing and certifications reports shall be approved by the City as to conformance to City construction specifications prior to final inspection and/or acceptance by the City of any materials or workmanship.

1.03 SUBMITTALS

A. Field Test Report: When possible submit original reports immediately to Engineer or inspector, but in no case later than end of following day.

B. Laboratory Test Report: Submit original report to Engineer within 48 hours after test results are determined.

PART 2 EXECUTION

2.01 SAMPLING

A. Sampling of materials shall be as specified in each test.

B. The City Engineer or City Inspector may require that sampling be performed in their presence, in which case the Developer or Contractor shall be notified of this requirement in writing at the time the building permit is issued, or at the preconstruction meeting, or when construction drawings are released by the City for construction, as applicable.

C. The presence of a City Inspector shall not relieve the Developer/Contractor of any requirement in this Section.

D. Each sample or test shall be accompanied by the following written data, which shall be reported to the City with test results:

1. Name of Project.
2. Name of Developer/Contractor.
3. Project Street Address.
4. Appropriate Test Name.

5. Date of Sampling.

6. Sample Number (if more than one sample per day).

7. Name of technician who performed the testing.

8. Location of sample.

2.02 TESTING AGENCY

A. All materials testing, whether in a laboratory or in the field, shall be conducted by a certified independent testing agency approved by the City.

2.03 SOIL CLASSIFICATION TEST

A. The soil classification test shall be conducted to determine the suitability of native soils for road subbase and building foundations.

B. The soil classification test shall conform to AASHTO M-146 of latest revision.

C. The soil shall be classified according to AASHTO soil classifications.

D. One soil classification test shall be required for each test area. A test area shall be limited to one parcel of one soil type, a maximum 1,000 feet long and maximum 5 acres.

E. In test areas of less than 2 acres, the City Engineer may waive this requirement.

F. The soil sample shall be taken from a test area at a minimum depth of 24 inches below the future design grades, of native soil, and shall be free from foreign material, asphalt, concrete, ice or manmade materials.

G. Where deep footings or pile foundations are proposed, soil classification tests at several depths may be required in each test area.

H. The results of all determinations shall be reported in writing to City Engineer.

2.04 COMPACTION TEST OF SOIL AND UNTREATED BASE COURSE

A. Laboratory tests to establish maximum laboratory density shall be determined in accordance with AASHTO T-180, Method D for A-1 classification soils and AASHTO T-99, Method D for all other soils.

B. Samples to determine laboratory density shall be taken from the stockpiled backfill or from the uncompacted base course in place.

The acceptance of soil and base course with respect to compaction shall be based upon all density tests made in a lot meeting the density required.

ROADS

1. Field density tests shall be as specified by AASHTO T-191 or by use of a portable nuclear density testing device. Field density tests shall be taken at a depth equal to ½ the maximum depth of the lift tested.

2. A lot shall equal the amount of soil or untreated base course compacted in each production day.

3. A test lot shall be divided into sublots and one density test shall be taken within each sublot.

4. The location of sampling sites within the sublot shall be chosen on a random basis by use of a suitable random number table.

5. Each test lot shall have a minimum of two (2) sublots. A sublot shall be no larger than 1,000 cubic yards for embankment, no larger than 200 cubic yards for backfill over pipe or against structures and no larger 1,000 tons for untreated road base.

UTLITY PIPE

1. Main line utility trenches shall have a passing compaction test every 200 feet at each lift.

2. Lateral line utility trenches shall have a minimum of one passing compaction test.

3. Each manhole, inlet, water valve cluster, or any other utility which is raised to grade shall have a minimum of one passing compaction test.

4. All tests, whether they are pass or fail, shall be recorded and submitted by testing company each day.

5. If two sequential tests fail, the frequency of the tests may be increased at the City Engineer's discretion.

C. The test results of all samples tested shall be reported to the City Engineer. A test lot shall be accepted when the average of the density determinations is not less than the density required for that improvement in these specifications and when no one density determination is less than 95% of the density required by these specifications.

D. Compaction tests not conforming to required specifications may be rejected and re-compaction or related construction efforts to obtain compaction shall be at the Developer's expense.

2.05 TEST ROLL OF ROADWAY SUBGRADE

A. Roll Test shall be performed when required by City Engineer to determine the structural integrity of the subgrade and street section.

B. The Roll Test shall be performed as follows:

1. The contractor shall provide a loaded 10 wheel dump truck or water truck to drive over the subgrade material within the roadway.

2. The loaded truck shall be driven slowly over the subgrade to locate soft spots in the subgrade surface.

3. Soft spots in the subgrade shall be identified and marked by the City Engineer or Inspector.

4. It shall be the developer's responsibility to remove the rejected subgrade material to depth determined by City Engineer. The rejected material shall be replaced with A-1 granular backfill approved by City Engineer.

2.06 GRADATION TEST OF UNTREATED BASE COURSE

A. The gradation of untreated base course shall be determined in accordance with AASHTO T-27.

B. The total amount of material passing the No. 200 sieve shall be determined by washing in water in accordance with AASHTO T-11.

C. The acceptance of road base with respect to gradation shall be based upon the average of all determinations in a lot. A lot shall be limited to one source of borrow and limited to one subdivision plat or one development. One sample shall be required for each 1,000 tons of untreated base course in a test lot. When the test lot is less than 100 tons, the requirement for the gradation test may be waived by the City Engineer.

D. The location of sampling sites within a test lot shall be chosen on a random basis by a suitable random number table.

E. All material not conforming to the specified gradations may be rejected at the Developer's expense.

2.07 EXTRACTION - GRADATION TESTING OF BITUMINOUS SURFACE COURSE

A. Samples of the bituminous surface course or asphalt concrete shall be tested with respect to asphalt binder, sieve analysis, theoretical maximum specific gravity, and VMA in accordance with Utah Department of Highways Test Procedures.

B. Mix design shall be submitted to the City Engineer for approval a minimum of 5 working days before work is to begin.

C. Acceptance of bituminous surface course with respect to gradation and bitumen content shall be based upon the average of the determinations made in a lot.

1. A lot shall equal the amount of bituminous surface course placed in each production day.

2. When a lot exceeds 1,000 tons, a minimum of three (3) samples shall be taken in each lot.

3. When a lot is 1,000 tons or less, a minimum of two (2) samples shall be taken.

4. Samples shall be taken at the time of lay-down of bituminous surface course and before compaction. Samples shall be taken from the mat behind the lay-down machine.

5. Sampling shall be timed to represent the entire production day. The time of day, date of sample, station and offset location shall be clearly marked with the sample.

6. If the average asphalt is less than 2.5% of optimal content, the Contractor may be required to lay an additional lift or slurry seal, based on the City Engineer's recommendation.

2.08 COMPACTION TESTING OF BITUMINOUS SURFACE COURSE

A. Laboratory tests to establish the Theoretical Maximum Specific Gravity of the bituminous surface course shall be determined in accordance with ASTM D2041 and ASTM D1559.

B. Samples to determine maximum laboratory density shall be taken at the time of lay-down of bituminous surface course and before compaction.

C. Acceptance of bituminous surface course with respect to compaction shall be based upon the average determination of field density tests made in a lot.

1. Field density tests shall be by a portable nuclear density testing device and by laboratory density analysis of core samples. At a minimum, one core sample shall be taken every 2,000 tons or at each change in mix design to calibrate the portable nuclear density testing device(s). The location of the core shall be at a location also tested with the portable nuclear testing device. Each portable nuclear testing device shall be calibrated to the density of a core test at the same location as the core was taken. Additional core tests shall be completed per the direction of the City Engineer.

2. A test lot shall be the quantity of surface course placed and compacted in each construction day.

3. The test lot shall be subdivided into sublot(s) of approximately equal size and no larger than 1,600 square yards in area.

4. One field density test shall be taken in each sublot, randomly located in the test lot by use of a suitable random number table.

D. Test lots shall be accepted with respect to density when the average in place density meets the requirements of Section 02510. Entire test lots or individual areas not meeting these requirements are subject to removal and replacement at the discretion of the City Engineer.

E. Core Tests

1. Acceptance of the completed bituminous surface course with respect to thickness shall be based on the average thickness of a test lot.
   a. A test lot shall equal approximately 4,000 square yards of completed roadway.
   b. A lot shall be divided into sublots of approximately 2,000 square yards.

2. One thickness test, randomly selected by use of a random number table, shall be taken within each sublot. A minimum of three core tests will be taken.

3. A lot shall be accepted when the average thickness of all sublots is not less than 3/8 inch the total designated bituminous surface course thickness and when no individual sublot shows a deficient thickness of more than ½ inch.

4. Lots or sublots that are not acceptable because of deficient thickness shall be brought into compliance by placing additional surface course as directed by the Engineer.

5. The removed core will be replaced with low strength concrete.

2.09 COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS

A. Samples of concrete shall be taken at the construction site, molded in standard cylinder shapes, allowed to cure, and tested with respect to comprehensive strength when required by the City Engineer.

B. All samples of concrete shall be taken in conformance to AASHTO T-141 of the latest revision.

C. Acceptance of concrete with respect to compressive strength shall be based upon the average determination of all "strength tests" made in a lot.

1. A test lot shall be the quantity of concrete placed at one job in a construction day.

2. For each 50 cubic yards of concrete in a test lot, a minimum of three (3) compressive "strength tests" shall be run, except that for lots of less than 5 cubic yards, the number of "strength tests" per lot shall be the average strength of three standard cylinders.

3. The making, curing and compressive strength testing of concrete cylinders shall conform to AASHTO T-22 and AASHTO T-23.

D. Concrete may be rejected if desired strengths are not obtained at the Developer's expense.

2.10 ADDITIONAL CONCRETE TESTING

A. Slump Test: Determine slump in accordance with AASHTO T-152. One slump test is required for every 50 yards with a minimum of one test per day.

B. Air Test: Determine normal weight concrete air content; AASHTO T-152 and light weight concrete air content; AASHTO T-196.

C. When requested by Engineer, test concrete in place by impact hammer, sonoscope, or other nondestructive device:

1. To determine relative strengths in various locations in Work.

2. To aid in evaluating concrete strength.

3. To select areas to be cored.

2.11 CERTIFICATIONS FOR WATER SYSTEM VALVES

A. In certain water system equipment, steel items and pipe listed below, a manufacturer's certificate shall be furnished with each unit of equipment, certifying conformance to the applicable requirements of City Standard Specifications:

1. Gate Valves.

2. Butterfly Valves.

3. Steel Reinforcing Bars.

4. Structural Steel.

5. Corrugated Metal Pipe.

6. Polyvinyl Chloride Pipe.

7. ABS Composite (Truss) and Solid Wall Pipe.

2.12 SUMMARY TABLE OF TESTS AND CERTIFICATIONS

A. The following is a summary of the tests, number of samples per test and certificates that are required for construction work and developments in Heber City. This summary is provided as a reference guide. For details governing each item, refer to the appropriate test specification herein.

TEST SUBJECT	SPECIFIC TEST	NUMBER OF TESTS
Soil Classification	AASHTO M-145	1 test per test area of uniform soil type and 5 acres maximum.
Compaction of Soil & Base Course	Lab Density- AASHTO T-99 Method D or AASHTO T-180 Method D Embankment & Base Course Field Density- Portable Nuclear	As needed to establish laboratory density 1 test plus minimum one test per 1,000 cu.yds.

TEST SUBJECT	SPECIFIC TEST	NUMBER OF TESTS
	Equipment or AASHTO T-191 Backfill Field Density- Portable Nuclear Equipment or AASHTO T-191	1 test plus minimum one test per 200 cu.yds.
Base Course Gradation	Sieve Analysis- AASHTO T-27 Passing No. 200 Sieve- AASHTO T-11 Utility Pipe	1 test per 1,000 tons Every 200 linear feet of main line trench at each lift. One test per lateral trench and at each utility (MH, Valve, box, etc.)
Extraction-Gradation Test of Bituminous Surface Course	UDOT Test Procedure 8-946 & 8-947	3 tests per pavement construction day
Compaction of Bituminous Surface Course	Lab Density- Marshall Test, ASTM D-1559 Field Density- Portable Nuclear Equipment	1 test per pavement construction day 1 test per 1600 square yards sublot
Core Tests	4" Core Sample	1 thickness test per 2,000 square yards or 3 test minimum
Concrete Test Cylinders Air & Slump Test	AASHTO T-23	3 cylinders per 50 cubic yards or minimum of 3 cylinders on placements less than 50 cubic yards
Pressure Reducing & Regulating Valves	Manufacturer's Certificate	1 for each valve
Gate Valves	Manufacturer's Certificate	1 for each valve over 12" diameter
Back Flow Reduced Pressure Zone Assembly (RP)	Field Test Certificate by licensed technician	
Butterfly Valves	Manufacturer's Certificate	1 for each valve
Steel Re-Bar	Manufacturer's Certificate	1 for each 1,000 pounds of one grade
Structural Steel	Manufacturer's Certificate	1 for each lot of one shape, one grade
Corrugated Metal Pipe	Manufacturer's Certificate	1 for each 500 lineal feet of one size, one class
Polyvinyl Chloride Pipe	Manufacturer's Certificate	1 for each 500 lineal feet of one size, one class
A.B.S. Pipe	Manufacturer's Certificate	1 for each 500 lineal feet of one size, one class

END OF SECTION

SECTION 02150

SHORING AND UNDERPINNING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Shoring for open excavations requiring a protective system.

1.02 REFERENCES

A. OSHA Construction Standards Chapter P: Excavations, Trenching, and Shoring.

1.03 RESPONSIBILITY

A. Contractor/Developer is solely responsible for safety. It is the Contractor/Developer's responsibility to adhere to all of OSHA's current regulations.

1.04 DEFINITIONS

A. Accepted Engineering Practices: Those requirements or practices which are compatible with standards required by a duly licensed or recognized authority.

B. Benching: A method of protecting persons and property against cave-ins by excavation the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

C. Excavation: Any man-made cut, cavity, or depression in an earth surface, including trenches, formed by earth removal and producing unsupported earth conditions (sides). If installed forms or similar structures reduce the depth-to-width relationship, and excavation may become a trench.

D. Failure: The permanent deformation or breakage of a structural member or connection; or the collapse of all or part of an excavation.

E. Protective System: Any recognized method of protecting persons and property against cave-ins, the collapse of adjacent structures, or material that may fall or roll from an excavation side or into and excavation. Protective systems include support systems, sloping and benching systems and shield systems.

F. Shield/Trenchbox : A structure that is able to withstand the forces imposed on it by a cave-in and thereby protect persons and property within the structure without preventing a cave-in. Shields may be permanent structures or may be designed to be portable and moved along as work progresses. Portable shields used in trenches are usually referred to as "trench boxes" or "trench shields".

G. Shoring: A structure that supports the sides of an excavation and thereby protects persons and property by preventing cave-ins.

H. Sides: A vertical or inclined earth surfaces formed at the outer edges of an excavation.

I. Sloping: A method of protecting persons and property against cave-ins by excavation to form sides that are inclined away from the excavation, the angle on incline being of such a degree for the conditions of exposure that a cave-in will not occur.

J. Support System: A structure which protects persons and property by providing support to an adjacent structure, underground installation, or the sides of an excavation.

K. Trench: A narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet.

1.05 DESIGN OF PROTECTIVE SYSTEMS

A. Use professional engineer to design support systems, shield systems, and the structural components of these systems, and sloping and benching systems to resist without failure all loads that are intended to be imposed or transmitted to them.

B. Fully compensate in design procedures for hydrostatic pressure in the excavation sides.

PART 2 PRODUCTS

2.01 MATERIALS

A. Materials shall be as per 1.05 of this section.

PART 3 EXECUTION

3.01 STABILITY OF ADJACENT STRUCTURES

A. Use support systems such as shoring, bracing, or underpinning where stability of adjoining buildings, walls, sidewalks, pavements, or other structures is endangered by excavation operations.

3.02 INSPECTIONS

A. Contractor/Developer shall employ and have on site at all times a competent person, as defined be OSHA, who is responsible for excavation inspection.

B. Inspect excavations daily for evidence of possible cave-ins, indications of failure of protective systems, or other hazardous conditions.

C. Upon discovery of hazardous conditions, cease all work in the excavations until additional precautions have been taken to ensure persons and property safety.

3.03 ADDITIONAL REQUIREMENT FOR TRENCH EXCAVATION

A. Do not excavate material to a level greater than 2 feet below the bottom of the members of a support system if the system is designed to resist the forces calculated for the full depth of the trench, and indications of a possible cave-in below the bottom of the support system are not evident while the trench is open.

END OF SECTION

SECTION 02205

COMMON FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Common fill material requirements.

1.02 REFERENCES

A. AASHTO M 145: Recommended Practice for the Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.

B. AASHTO T-27: Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

1.03 DEFINITIONS

A. Common Fill: Backfill material which is not mechanically graded.

1.04 ACCEPTANCE

A. Acceptance of common fill shall be determined by Engineer and will be based upon sublots of 500 tons.

B. Engineer reserves the right to select and test backfill on a random basis from any location in the Work, on the site or from the backfill source.

PART 2 PRODUCTS

2.01 GRANULAR FILL

A. Classification A-1-a. Refer to AASHTO M145

B. Non-Plastic and well graded.

C. Bank run material: free of shale, clay, slag, friable material and debris.

D. The material must be within the following limits:

SIEVE SIZE	PERCENT BY WEIGHT PASSING SIEVE
4 inches	99
No. 4 (4.75 mm)	30 to 70
No. 200 (75 micro m)	3 to 15

2.02 BORROW

A. Sound, earthen material with 95% passing the 4 inch sieve.

B. Classifications A-1-a through A-4. Refer to AASHTO M145.

2.03 SAND

A. Clean, coarse, natural sand.

B. Nonplastic when tested in accordance with ASTM D 4318.

C. 100 percent shall pass a ½ inch screen.

D. No more than 20 percent shall pass a number 200 screen.

2.04 SOURCE QUALITY CONTROL

A. Verify gradation compliance in accordance with AASHTO T-27. Select samples uniformly in time on a random basis.

PART 3 EXECUTION

3.01 INSTALLATION

B. Excavation and Backfill Operations: In accordance with Section 02225.

END OF SECTION

SECTION 02206

SELECT FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Select fill material requirements.

1.02 REFERENCES

A. AASHTO T-96: Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

B. AASHTO T-27: Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

1.03 DEFINITIONS

A. Select Fill: Backfill material which is mechanically graded.

1.04 SUBMITTALS

A. Material analyses of each select fill material to be used.

1.05 ACCEPTANCE

A. Engineer reserves the right to select, reject, and test backfill on a random basis from any location in the Work or from the backfill source.

PART 2 PRODUCTS

2.01 AGGREGATES – UNTREATED BASE COURSE

A. Clean, hard, tough, durable and sound mineral aggregates that consists of 95% crushed stone, crushed gravel or crushed slag; free of deleterious and organic matter; and complies with the following:

1. Aggregate Wear Under AASHTO T-96: Less than 50 percent.

2. Material shall be classified as A-1 material.

3. Two fractured faces Under AASHTO T-335: A minimum of 50 percent.

4. Dry Rodded Weight Under AASHTO T-19: Not be less than 75 lb/ft^3.

5. Gradation Limits: Establish the job mix target gradation for each sieve. Target grading curve must lie within the gradation limits of the Master Grading Band Limits. The Job Mix Gradation Tolerance is the allowable deviation from the job mix target gradation on the applicable sieves. The following limits are based on fine and course aggregate having approximately the same bulk specific gravities. Sieve gradations are based upon percent of aggregate passing by weight in accordance with AASHTO T-27 and T-11.

MASTER GRADING BAND LIMITS – UNTREATED BASE COURSE

SIEVE SIZE	Type 1-1/2		Type 1		Type 3/4		JOB MIX GRADATION TOLERANCE
	Min	Max	Min	Max	Min	Max	
1-1/2"	100	--	--	--	--	--	
1"	90	100	100	--	--	--	±9.0 (1-1/2")
3/4"	70	85	--	--	100	--	±9.0 (1-1/2 &1")
½"	65	80	79	91	--	--	±9.0
3/8"	55	75	--	--	78	92	±9.0
No. 4	40	65	49	61	55	67	±7.0
No. 16	25	40	27	35	28	38	±5.0
No. 200	7	11	7	11	7	11	±3.0

6. Source quality control shall be in accordance with AASHTO T-27. Verify job-mix grading band material compliance by selecting samples uniformly in time on a random basis.

2.02 DRAIN ROCK

A. Consist of hard, durable particles of stone or gravel, screened or crushed to specified size and gradation.

B. Free from vegetable matter, lumps or balls of clay, or other deleterious matter.

C. Crush or waste coarse material and waste fine material as required to meet gradation requirements.

D. Aggregate Wear: Percentage of wear not greater than 50 percent when tested in accordance with AASHTO T-96.

E. Conform to size and grade within the limits as follows when tested in accordance with AASHTO T-27.

	¾ " Drain Rock	1-1/2" Drain Rock	3" Drain Rock
SIEVE SIZE (Square Openings)	PERCENT BY WEIGHT PASSING SIEVE	PERCENT BY WEIGHT PASSING SIEVE	PERCENT BY WEIGHT PASSING SIEVE
4 inch	100	100	100
3 inch	100	100	95-100
2 inch	100	100	50-100
1-1/2 inch	100	95-100	15-55
3/4 inch	95-100	50-100	0-20
3/8 inch	15-55	15-55	0-15
Number 4	0-10	0-25	0-10
Number 8	0-5	0-5	0-5
Number 200	0-2	0-2	0-2

2.03 GRAVEL

A. Consist of hard, durable particles or fragments of stone or gravel, screened or crushed to specified sizes and gradations.

B. Free from vegetable matter, lumps or balls of clay, alkali, adobe, or other deleterious matter.

C. When sampled and tested in accordance with specified test methods, material shall comply with the following requirements:

1. Durability index: Percentage of wear not greater than 40 percent after 500 revolutions when tested in accordance with ASTM C 131.

2. Plasticity Index: Not greater than 5 when tested in accordance with ASTM D 4318.

3. Liquid limit: Not greater than 25 percent when tested in accordance with ASTM D 4318.

D. Conform to sizes and grade within the limits as follows when tested in accordance with ASTM C 136 and ASTM C 117:

SIEVE SIZE (Square Openings)	PERCENT BY WEIGHT PASSING SIEVE
3 inch	--
1-1/2 inch	100
Number 4	30-70
Number 8	20-60
Number 30	10-40
Number 200	0-12

2.04 PEA GRAVEL

A. Consists of hard, durable particles or fragments of stone or gravel, screen or crushed to specified sizes and gradations. Pea gravel shall only be used with Engineer’s approval.

SIEVE	PERCENT PASSING BY WEIGHT
1/2 inch	100
3/8 inch	95-100
Number 4	0-3
Number 16	0-2
Number 200	0-1

2.05 COARSE SAND

A. Consists of hard, durable particles or fragments of stone or gravel, screen or crushed to specified sizes and gradations. Coarse sand shall only be used with Engineer’s approval.

SIEVE	PERCENT PASSING BY WEIGHT
3/8 inch	100
Number 4	95-50
Number 16	0-5
Number 200	0-3

2.06 BEDDING SAND

A. Friable river or bank aggregate, free of loam and organic matter. Graded as follows.

SIEVE	PERCENT PASSING BY WEIGHT
3/8 inch	100
Number 4	95-100
Number 50	0-70
Number 100	0-30
Number 200	0-20

PART 3 EXECUTION

3.01 INSTALLATION

A. Excavation and Backfill Operations: In accordance with Section 02225.

END OF SECTION

SECTION 02225

EXCAVATION AND BACKFILL OPERATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for trenching and backfilling for underground pipelines.

B. Excavating and backfilling operations adjacent to and under structures including boxes, headwalls, or other structures as required by City Engineer.

C. Backfilling and compacting operation for construction and reconstruction of roadways, embankments, streets, parking lots, and other paved surface areas.

D. Excavation permit requirements.

1.02 DEFINITIONS

A. Pipe Zone: That zone in an excavation which supports, surrounds, and extends to 1 foot above the top of the pipe barrel.

B. Bedding: Process of preparing the trench bottom to receive the pipe and the backfilling on each side of the pipe to 12 inches over the top of the pipe.

C. Roadway: Area within the street right-of-way, including the area under the street, curb, gutter, and one (1) foot behind curb.

1.03 SUBMITTALS

A. Cut Sheets: In accordance with Section 00700.

B. Material Analysis Reports: In accordance with Sections 02205 or 02206 as applicable.

C. Density Test Reports: In accordance with Section 02250.

D. Depth of backfill lift. This information shall be contingent upon type of equipment used in compaction operation. Engineer may order lesser thickness if compaction is not achieved.

1.04 STORAGE AND HANDLING

A. Stockpile excavated material in a manner as to cause a minimum of inconvenience to public travel and provide for emergency traffic as necessary.

B. Maintain free access to all existing fire hydrants, water valves, irrigation valves, gas valves, manholes, cleanouts, and meters.

C. Maintain clearance for free flow of storm water in all gutters, conduits, and natural water courses.

D. Utilize appropriate traffic signs, markers, and procedures in all product storage and handling activities.

E. Promptly remove all other material from site.

1.05 SITE CONDITIONS

A. Unsuitable Weather Limitations: Do not place, spread, or roll any fill material during unsuitable weather conditions. Do not resume operations until moisture content of material is satisfactory.

B. Protection of Graded Areas: Protect graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or unsuitable weather, scarify surface, reshape, and compact to required density prior to further construction.

D. Prior to excavation operations, photograph existing surfaces along which Work may take place in order to determine, after construction is completed, whether any damage of existing improvements occurred prior to construction operations.

E. Grading: In compaction operations, do not vary the surface of finished aggregate base course more than 1/4" above or below grade.

PART 2 PRODUCTS

2.01 WATER

A. Make arrangements for source of water during construction and make arrangements for delivery of water to site. Comply with all local laws and regulations when securing water from water utility company at no additional cost to City.

2.02 SOIL MATERIALS

A. Over-excavation Fill: Select Fill: in accordance with Section 02206.

B. Common Fill: in accordance with Section 02205.

C. Select Fill: in accordance with Section 02206.

D. Native Backfill:

1. When approved by City Engineer, native backfill material obtained from project excavations may be used as backfill, provided organic material, rubbish, debris, rocks larger than 8 inches, and other objectionable materials are removed.

2. Bituminous pavement obtained from project excavations will not be permitted as backfill except for the following:
   a. May be mixed with road sub-base if material meets section 02205.2.01 gradation.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify areas to be backfilled are free of debris, snow, ice, or water and ground surfaces are not frozen.

B. Verify foundation of basement walls are braced to support surcharge forces imposed by backfilling operations and that required concrete compressive strengths have been achieved.

C. Immediately prior to suspension of construction operations for any reason, provide proper and necessary drainage of work area.

3.02 PREPARATION

A. For pipelines, use means necessary to avoid displacement, and injury to, pipe and structures while compacting soil or operating equipment next to pipeline.

B. Movement of construction machinery over a pipeline at any stage is solely at Contractor's risk.

C. When excavation is required in jurisdictions other than City, satisfy all conditions of the appropriate agencies.

D. Identify required lines, grades, contours, and benchmarks.

E. Notify all affected utility companies and Blue Stakes prior to commencing excavation operation.

F. Support and protect from damage, until completion of the Work, any existing facilities and structures which exist in, pass through, or pass under the site.

3.03 CONTROL OF GROUNDWATER

A. All trenches shall be kept free from water during excavation, fine grading, pipe laying, jointing, and embedment operations.

B. Where the trench bottom is mucky or otherwise unstable because of the presence of groundwater, and in cases where the static groundwater elevation is above the bottom of any trench or bell holed excavation, such groundwater shall be lowered to the extent necessary to keep the trench free from water and the trench bottom stable when the work within the trench is in progress.

3.04 SHORING

A. Comply with Section 02150 when required by field condition.

3.05 GENERAL EXCAVATION OPERATIONS

A. If topsoil is on site, remove and store it for later use on site.

B. Excavate site to required grade for Work. Use all means necessary to control dust on or near Work and on or near all off-site borrow and disposal areas.

C. Notify Engineer of unexpected subsurface conditions.

D. Underpin adjacent structure which may be damaged by excavation work, including service utilities and pipe chases.

E. If unstable material is encountered at the bottom or face of excavation, suspend excavation and consult with Engineer. Obtain written approval from Engineer before proceeding. Correct unauthorized excavation at no cost to City.

F. Provide necessary protection to excavation walls as required. If conditions permit, slope excavation side to maintain a safe and clean working area. Remove loose materials.

G. Correct excavation beyond the specified lines and grades by filling the resulting voids with approved compacted fill. If the fill is to become the subgrade for other fill, use material approved by Engineer. Do not proceed until Engineer has approved the material and the proposed method of backfilling for over excavation errors.

3.06 EXCAVATION FOR PIPELINES

A. Trenches shall be excavated to the depths and widths required to accommodate the construction of the pipelines, as follows:

1. Except in ledge rock, cobble rock, stones or water saturated earth, mechanical excavation of trenches shall not extend below an elevation of 4 inches below the bottom of the pipe after placement in its final position.

2. All additional excavation necessary for preparation of the trench bottom shall be made manually.

3. Excavation for trenches in ledge rock, cobble rock, stones, mud or other material unsatisfactory for pipe foundation, shall extend to a depth of at least 4 inches below the bottom of the pipe.

4. A bedding of special material shall be placed and thoroughly compacted with pneumatic tampers in 4-inch lifts to provide a smooth, stable foundation.

5. Special foundation material shall consist of suitable earth material free from roots, sod, vegetation, or other organic matter.

6. Trench bottoms shall be hand shaped as specified in paragraph (2) above.

7. The maximum width of trench, measured at the top of the pipe, shall be as narrow as possible but a minimum of 6 inches on each side of the pipe.

8. Where ground water is encountered, clay dikes and/or filter fabric may be required at minimum100 foot intervals or as directed by the City Engineer.

B. Grade bottom of trenches to provide uniform bearing surface.

C. If necessary, make bell holes and depressions required to complete joining of pipe or box.

D. In public thoroughfares and regardless of trench depth, safely barricade and limit open trenches to a maximum of 200 lineal feet in the daytime, except in traveled roadways where a maximum of 80 lineal feet of open trench will be allowed.

E. Close trenches during nighttime conditions.

3.07 GRAVEL FOUNDATION FOR PIPE

A. Wherever the subgrade material does not afford a sufficiently solid foundation to support the pipe and superimposed load; where water must be drained to maintain a dry bottom for pipe installation and at other locations as previously defined, the subgrade shall be excavated to a minimum of 12 inches and replaced with crushed rock or gravel.

B. Gravel for pipe foundations shall conform to the requirements of Drain Rock in Section 02206.

C. Drain Rock material shall be deposited over the entire trench width in 18-inch maximum layers, each layer shall be compacted by tamping, rolling, or vibrating.

D. The material shall be graded to produce a uniform and continuous support for the installed pipe.

3.08 BEDDING & PIPE ZONE

A. Excavate pipe trench in accordance with this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

B. Form and place concrete for pipe thrust restraints at any change of pipe direction. Place concrete to permit full access to pipe and pipe accessories. Provide thrust restraint bearing on native subsoil according to standard drawings.

C. Place bedding material at trench bottom in one continuous layer not exceeding 8 inches compacted depth; compact to 95 percent.

D. Backfill around sides and to top of pipe with cover fill, tamp in place and compact to 95 percent.

E. Backfill shall be carefully placed around and over pipes and shall not be permitted to fall directly on a pipe from such a height or in such a manner as to cause damage.

F. Maintain optimum moisture content of bedding material to attain required compaction density.

3. 09 BACKFILLING FOR PIPELINES

A. Lift thickness for trench backfill shall not exceed 8 inches compacted depth.

B. Trench backfilling above the level of the pipe bedding shall normally be accomplished with A-1 material. Native excavated materials may be used when approved by Heber City and shall be free from rocks larger than 8-inches in diameter.

C. Compaction Requirements

1. Under pavements, shoulders, or other surface improvements the in-place density shall be a minimum of 95% of laboratory maximum dry density as determined by AASHTO T-180 (ASTM D1557) for A-1 soils and AASHTO T-99 (ASTM D698) for all other soils.

2. In other areas the in-place density shall be a minimum of 92% of the maximum dry density as determined by the same laboratory method.

3. See Section 01450.2.04.C.6.

D. Clay cut off dikes shall be constructed as required by City Engineer.

3.10 STRUCTURAL EXCAVATION

A. Provide all required shoring, cribs, cofferdams, and caissons including all pumping, bailing, draining, sheathing, bracing, and related items.

B. Slope excavation sides as excavation progress to maintain a safe and clean working area as required by OSHA.

C. Support excavation. Do not interfere with the bearing of adjacent foundations, pipelines, etc.

D. All unauthorized excavation below the specified structure subgrade shall be replaced with concrete, monolithic with that of the slab above or with coarse gravel thoroughly compacted into place.

E. Subgrade soil for all concrete structures shall be firm, dense, thoroughly compacted, and consolidated.

F. Subgrade soil shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workmen engaged in subgrade surfacing, laying reinforcing steel, and depositing concrete.

G. Coarse gravel or crushed stone may be used for subsoil reinforcement if results satisfactory to the City Engineer can be obtained thereby.

1. Material shall be applied in lifts of 6" or less.

2. Each lift shall be embedded in the subsoil by thorough tamping.

3. All excess soil shall be removed to compensate for the displacement of the gravel or crushed stone and the finished elevation of any subsoil reinforced in this manner shall not be above the specified subgrade.

3. 11 BACKFILLING FOR STRUCTURES

A. Do not fill adjacent to structures until approval is obtained from Engineer.

B. All forms shall be removed and the excavation shall be cleaned of all trash and debris.

C. Backfill areas to contours and elevations indicated. Do not use frozen materials.

D. Do not use compaction equipment adjacent to walls or retaining walls that may cause wall to become overstressed or moved from final alignment.

E. Place select fill a minimum of 3 feet around the outside of structures.

F. Place and compact select fill materials in continuous lifts not exceeding 12" loose depth.

G. Place and compact common fill material in continuous lifts not exceeding 8" loose depth.

H. Do not disturb or damage foundation perimeter drainage, foundation, damp proofing, foundation waterproofing and protective cover, or utilities in trenches.

I. Backfill against foundation walls simultaneously on each side. Do not backfill against walls until concrete has obtained required 7 day strength.

J. Make smooth changes in grade. Blend slopes into level areas.

K. Remove surplus backfill materials from site.

L. Leave stockpile areas completely free of excess fill materials.

M. Slope grade away from structure at a minimum of 3" in 10 feet unless otherwise indicated.

N. Compaction: Each layer of material shall be compacted by hand or machines tampers or by other suitable equipment to a density equal to 95% of maximum dry density as measured by AASHTO T-180 (ASTM D1557) for A-1 soils and AASHTO T-99 (ASTM D698) for all other soils.

O. Restore any damaged structure to its original strength and condition and re-backfill to specifications.

3. 12 ROADWAY EXCAVATIONS

A. In advance of setting line and grade stakes, clean subgrade area of brush, weeds, vegetation, grass, and debris. Drain all depressions or ruts which contain water.

B. A soils classification, as determined by AASHTO T-27, shall be made on the proposed subgrade, and the following shall be required based on that classification:

SOIL CLASSIFICATIONS	REQUIREMENT
A-1	The subgrade shall be scarified to a depth of 12" and the loosened material shall be moistened and compacted to the equivalent of 95% of maximum dry density as measured by AASHTO T-180.
A-2, A-3, A-4 or A-5	The subgrade shall be over-excavated a minimum of 12" subgrade scarified and compacted, replaced with A-1 granular material, and be moistened and compacted as above.
A-6 or A-7	The subgrade shall be over-excavated a minimum of 18" subgrade scarified and compacted, replaced with A-1 granular material, and be moistened and compacted as above.

C. No organic material, soft clay, spongy material, or other deleterious material will be permitted in the scarified or imported subgrade layer.

D. Rough sub-grades shall be shaped and graded to within a tolerance of 0.15 feet of design grade and drainage shall be maintained at all times.

E. Moisture content of the subgrade layer shall be maintained at not less than 95% or more than 105% of optimum moisture content, during the compaction process. The entire roadbed, to one foot behind the back of curb, must be compacted to the specified density to a minimum depth of 8 inches.

F. If removal of boulders, rubble, or existing improvements, found within the excavated area results in a lower excavation elevation than indicated, backfill over excavation in a manner approved by Engineer.

G. Remove all deposits susceptible to frost heave.

H. Excavations through or under City streets, sidewalks, street shoulders, driveways, etc. shall comply with the following requirements:

1. Material removed by excavation is not to be used as backfill or placed back into the trench under any paved portion of the street. However, sand may be used for backfill up to one foot above top of pipe.

2. The remaining trench shall be filled with select fill as per section 02206.

3. The trench shall be filled to the existing asphalt level and guarded from traffic until set.

4. Within 10 days of the fill, sufficient fill material shall be removed and replaced with material comparable to the adjacent surface material shall meet the requirements of Section 02504 of these specifications.

5. The City Engineer shall inspect all work.

3. 13 SUBGRADE PREPARATION

A. Compact subgrade surfaces to density specified for overlying backfills. Refer to Section 02250.

B. If areas of subgrade are not readily capable of in-situ compaction, secure City Engineer's authorization for extra excavation and backfill.

C. Maintain minimum overburden cover of 2 feet over pipelines or conduits during subgrade preparation.

3. 14 BACKFILLING FOR PAVEMENT

A. Before beginning backfilling operations obtain Engineer's approval of excavation operation.

B. Do not damage subsurface structures, utility mains, or service lines.

C. Process backfill and avoid segregation. Keep base course free from pockets of coarse or fine material.

D. Deposit base course on the roadbed in a uniform manner which will provide the required compacted thickness. Maintain moisture content.

E. Shoulders are an integral part of the embankment. Do not build shoulders to a grade higher than that of the adjacent granular base course. Maintain efficient surface runoff at all times.

F. Compaction: in accordance with Section 02250.

G. Prior to placing pavements, proof roll in accordance with Section 01450.

3. 15 BLASTING

A. Blasting will not be allowed except by permission from the City Engineer.

B. The Contractor shall comply with all laws, ordinances, and applicable safety code requirements and regulations relative to the handling, storage, and use of explosives and protection of life and property.

C. If allowed, Contractor shall be fully responsible for all damage attributable to his blasting operations.

D. Excessive blasting or overshooting will not be permitted and any material outside the authorized cross-section which may be shattered or loosened by blasting shall be removed by the Contractor.

3. 16 COMPACTION OF BACKFILL

A. In accordance with Section 02250.

3. 17 IMPORTED BACKFILL MATERIAL

A. In the event the native excavated material is not satisfactory for backfilling as determined by the City Engineer, the Contractor shall provide imported granular fill in accordance with Section 02205.

3. 18 DISPOSAL OF EXCESS MATERIALS

A. All excess material shall be hauled away from the construction site and disposed of by the Contractor.

END OF SECTION

SECTION 02245

LOW DENSITY CONCRETE BACKFILL (FLOWABLE FILL)

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Low density concrete backfill.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. C 150 - Specification for Portland Cement.

1.03 SYSTEM DESCRIPTION

A. Performance Requirements

1. Low Density Concrete Backfill:
   a. 28 day compressive strength shall be between 100 psi and 150 psi. (1 bag mix)

1.04 SUBMITTALS

A. Proposed mix design.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Pregenerated foam: One of the following or equal:

1. Mearl Corporation, Roselle Park, N.J., Mearl Geofoam Liquid.

2.02 MATERIALS

A. Low Density Concrete Backfill Components:

1. Type II low alkali Portland cement.

2. Water.

3. Aggregate: Pregenerated foam, vermiculite, or other low weight aggregate material which will conform to the strength and density requirements specified herein.

PART 3 EXECUTION

3.01 INSTALLATION

A. General

1. Low density concrete (flowable fill) may only be used for backfill when approved by the City Engineer.

2. Install low density concrete backfill as a nonstructural backfill material as indicated on the submitted Drawings.

3. Place low density concrete backfill in a manner so that minimal consolidation of the material occurs during and after placement.

B. Metal plates shall be placed over trench for 48 hours to protect concrete.

END OF SECTION

SECTION 02250

SOIL COMPACTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Compaction control of native and imported backfill material.

1.02 REFERENCES

A. AASHTO M 145: Recommended Practice for the Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.

B. AASHTO T-99: Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Hammer and 12-In. (305-mm) Drop.

C. AASHTO T-180: Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using a 10-lb (4.54-kg) Hammer and an 18-In. (457-mm) Drop.

D. AASHTO T-238: Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.03 DEFINITIONS

A. A-1 Soils: AASHTO M 145 describes the nature of these soils.

B. Modified Proctor: The test method used for moisture-density relationship of soils as determined by the ASTM D 1557 test method.

C. Percent Compaction or Percent Density: The ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

D. Standard Proctor: The test method used for moisture-density relationship of soils as determined by the ASTM D 698 test method.

1.04 WARRANTY

A. Correct deficient conditions. Replace or repair surfacing materials and damaged facilities.

B. The method of construction repair shall be proposed in writing by Contractor for approval by Engineer prior to correcting the failed condition.

C. Failure to detect any defective work or material does not prevent later rejection of the work nor obligate Engineer for final acceptance when such defective work or material is discovered.

PART 2 EXECUTION

2.01 COMPACTION REQUIREMENTS

A. The Developer\Contractor shall be responsible to perform and pay for all testing of earth materials.

B. Moisten or de-water backfill material to obtain optimum moisture for compaction compliance.

C. The material shall be deposited in horizontal layers having a compacted thickness of no more than 12 inches for roadway and 6 inches for trenches.

D. The distribution of materials shall be such that the compacted material will be homogeneous and free from lenses, pockets, or other imperfections.

E. The material shall have the optimum moisture content required for the purpose of compaction and the moisture content shall be uniform throughout the layer, insofar as practicable.

F. Backfill shall be compacted by means of sheepsfoot rollers, pneumatic tire rollers, vibrating rollers, or other mechanical tampers of a size and type approved by the City Engineer.

G. If the required relative density is not attained, test sections will be required to determine any adjustments in compacting equipment, thickness of layers, moisture content and compactive effort necessary to attain the specified minimum relative density.

H. Approval of equipment, thickness of layers, moisture content and compactive effort shall not be deemed to relieve the Contractor of the responsibility for attaining the specified minimum relative densities.

I. The Contractor in planning his work shall allow sufficient time to perform the work connected with test sections and to permit the City Engineer to make tests for relative densities.

J. The Contractor shall take care not to overwork soils and exceed maximum compaction percentages when such percentages are defined. Contractor shall be responsible to adjust work methods and equipment necessary to meet compaction requirements without additional costs to the City.

2.02 FIELD QUALITY CONTROL

A. Optimum Soil Density: Unless indicated otherwise.

1. In accordance with AASHTO T-180 Method D test (Modified Proctor).

2.03 COMPACTION UNDER ROADWAYS

A. Fill or embankment material shall normally consist of A-1 materials and be compacted to not less than 95% of maximum dry density as measured by AASHTO T-180 (ASTM D1557).

B. Compaction shall extend one foot beyond proposed back of curb line.

2.04 COMPACTION UNDER SIDEWALKS, CURB AND GUTTER, AND DRIVEWAYS

A. Fill or embankment material shall normally consist of A-1 materials and be compacted to not less than 95% of maximum dry density as measured by AASHTO T-180 (ASTM D1557).

B. Compaction of material shall extend to at least one foot each side of the edge of the slab.

2.05 COMPACTION OF OTHER FILLS AND EMBANKMENTS

A. Fill or embankment materials other than those mentioned above shall be compacted to not less than 92% of maximum dry density as measured by AASHTO T-180 (ASTM D1557) for A-1 soils and by AASHTO T-99 (ASTM D698) for all other soils.

END OF SECTION

SECTION 02504

ASPHALT CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This is a material specification for hot mix and cold mix bituminous paving mixtures.

1.02 REFERENCES

A. AASHTO T-27: Standard Method for Sieve Analysis of Fine and Coarse Aggregate.

B. AASHTO M-17: Standard Specification for Mineral Filler for Bituminous Paving Mixtures.

C. AASHTO T-165: Standard Test Method for Effect of Water on Cohesion of Compacted Bituminous Mixtures.

D. AASHTO T-245: Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.

E. AASHTO T-246: Standard Test Methods for Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus.

F. AASHTO T-182: Standard Test Method for Coating and Stripping of Bitumen-Aggregate Mixtures.

G. AASHTO M-156: Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.

H. ASTM D 4215: Standard Specification for Cold-Mixed, Cold-Laid Bituminous Paving Mixture.

1.03 DEFINITIONS

A. Traffic Classifications:

1. Class I: Parking lots, driveways, light traffic residential streets, light traffic farm roads.

2. Class II: Residential streets, rural farm and residential roads.

3. Class III: Urban minor collector streets, rural minor collector roads.

4. Class IV: Urban minor arterial and light industrial and light industrial streets, rural major collector and minor arterial highways.

5. Class V: Urban freeways, expressways and principal arterial highways, rural interstate and other principal arterial highways.

1.04 SUBMITTALS

A. Mix Design: Submit each proposed mix design 14 days prior to use in the Work. Include in the report the following information.

1. Mix design method: A Marshal Mix Design or Superpave Mix Design shall be used for Class I and Class II roads. Superpave Mix Design shall be used for Class III, Class IV, and Class V roads.
   a. For Marshall: use a five (5) point design using a four (4) point binder series with a one (1) point verification at the optimum binder content.
   b. For Superpave Mix Design: follow the 2017 Utah Department of Transportation (UDOT) Standard Specification section 02741 Hot Mix Asphalt (HMA) requirements for aggregates and volumetric mix design. All designs gyrations and compaction parameters shall meet the 20 year design ESALS 0.3 to < 3 Million. (N_{design}/% of G_{mm} = 75/97), 3% Air Voids. Super Pave Mix shall be ½" Fine Mix with 15% maximum Reclaimed Asphalt Pavement (RAP) content.

2. Job control target data for aggregate ideal grading.

3. Permissible range limits of bitumen content in mixture.

4. Mixture's index of retained strength, AASHTO T-165

5. Additives. If none, state none are required.

6. Percent voids.

B. Source Aggregate Sample Report. Indicate rodded weight of aggregate, percentage of wear, weight loss, sand equivalent value, percent of fractured faces, amount of organic matter, plasticity of fines, and percentage of fines retained on the aggregate.

C. Pre-Approved Mix Design Data: If supplier has on record, a City approved mix design, submit name and address of supplier for each mix design 3 days prior to using asphalt concrete mix.

1.05 QUALITY ASSURANCE

A. Bitumen weights shall be determined by the mix design.

B. Use asphalt cement when recycled asphalt mixtures are indicated.

C. Do not change source of supply of paving asphalt or aggregate without Engineer's written approval.

D. Each shipment of bituminous material shall be uniform in appearance and consistency with no foaming when heated to the specified mixing temperature.

E. Do not use storage containers contaminated with other asphalt types or grades.

F. Gradation, density, and maximum density shall be determined by extraction tests, ASTM D 5444. Asphalt binder content shall be determined by using a burn-off oven, ASTM D 6307.

G. Validate binder grade received from the supplier.

PART 2 PRODUCTS

2.01 ASPHALT BINDER

A. Class I and II Streets, Trails and patches: Performance Grade (PG) of virgin asphalt binder shall be PG 58-28.
B. Class III, IV, & V Streets: Performance Grade (PG) of virgin asphalt binder shall be PG 64-34.

2.02 AGGREGATES - MATERIALS

A. Clean, hard, tough, durable and sound mineral aggregates that consist of crushed stone, crushed gravel, crushed RAP or RAP blend, or crushed slag conforming to the following requirements:

1. Rodded Weight density; not less than 75 pounds per cubic foot.

2. Percentage of wear of coarse aggregate retained on the No. 8 sieve; not exceeding 40 unless specific aggregates having higher values are known to be satisfactory.

3. Weight loss; not exceeding 16 percent by weight when subject to 5 cycles of sodium sulfate.

4. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 60 percent.

B. Coarse Aggregate: Use an aggregate that the portion retained on the No. 4 sieve has not less than 50 percent of particles by weight with at least two mechanically fractured faces or clean angular faces.

C. Fine Aggregate: Fine Aggregate Angularity per AASHTO T304 shall be 40% minimum.

D. Fine aggregate passing the No. 4 sieve may be either a natural or manufactured product containing not more than 2 percent by weight of organic matter or other deleterious substances.

1. Aggregate passing the No. 40 sieve is nonplastic.

2. Natural sand shall be a maximum of 15%.

3. Mineral Filler: When mix design indicates need, add as separate ingredient; AASHTO M-17.

2.03 AGGREGATES - MASTER GRADING BAND LIMITS FOR MARSHAL MIX DESIGN

A. Maximum particle size of ½ compacted lift thickness. DM-1/2" mix shall be used unless otherwise specified on the plans and/or standard drawings.

B. The following gradations describe the total percent passing by weight, AASHTO T-27, and is based on fine and coarse aggregate having approximately the same bulk specific gravities.

C. Target Grading Curve must lie within one of the Master Grading Bands in the following table.

MASTER GRADING BAND LIMITS FOR MARSHALL MIX DESIGN				
Sieve Size	DENSE MIXTURES			
	Type DM-3/4		Type DM-1/2	
	Min	Max	Min	Max
1"				
3/4"	100	-----		
½"	-----	-----	100	-----
3/8"	75	91	-----	-----
# 4	46	62	60	80
# 8	-----	-----	-----	-----
# 16	22	34	28	42
# 50	11	23	11	23
# 200	5	7	5	7

2.04 AGGREGATES - JOB-CONTROL GRADING BAND LIMITS

A. The job control formula shall produce a smooth curve approximately paralleling the master grading band limits for the designated mix. If application of the tolerances results in a job control grading band outside the master grading band, the full job control tolerances shall apply. The following describes the job control grading bands.

JOB-CONTROL GRADING BAND LIMITS					
Sieve Size	Amount Passing Sieve, weight %				
	1 Test	2 Tests	3 Tests	4 Tests	5 Tests
≥ ½	± 10	± 7.3	± 6.3	± 5.6	± 5.2
3/8	± 9	± 6.9	± 5.9	± 5.3	± 4.9
No. 4	± 9	± 6.7	± 5.7	± 5.2	± 4.8
No. 8	± 7	± 5.6	± 4.8	± 4.3	± 4.0
No. 16	± 7	± 5.2	± 4.6	± 4.2	± 3.9
No. 50	± 6	± 4.3	± 3.8	± 3.4	± 3.2
No. 200	± 3	± 2.4	± 2.0	± 1.8	± 1.7

2.05 MARSHALL MIX DESIGN

A. The Marshall mix design shall be based upon AASHTO T-245, traffic classifications, and the following:

MARSHALL MIX DESIGN REQUIREMENTS						
	CLASS I		CLASS II		CLASS III to V	
	Min	Max	Min	Max	Min	Max
Number of Compaction Blows (each end of specimen)	35	34	50	50	NA	NA
Stability, lb (ASTM D 6927)	1500	-----	1500	-----	NA	-----
Flow, in 0.01 in. units	8	20	8	18	NA	NA
% Voids in Mineral Aggregate (VMA), (ASTM D 3203)						
½" nominal maximum particle size	15		15		NA	
¾" nominal maximum particle size	14		14		NA	
% Air Voids,	3	3.5	3	3.5	NA	NA
Unconfined Compression Strength Retention, % (AASHTO T-165)	80	-----	80	-----	NA	-----

B. Compensate for specific gravity and absorption of aggregate to determine bitumen content by laboratory testing.

C. Recycled Asphalt Pavement (RAP) for Marshall Mix and Superpave Mixes: A maximum 15% Reclaimed Asphalt Pavement (RAP) by total weight of the mix is allowed in asphalt concrete mix, and a maximum 15% of the total binder content of the mix may be RAP asphalt binder.

D. Dust to Binder ratio should not be more than 1.4.

E. The mix design air voids shall be between 3% and 3.5%, where mix shall not exceed 3.5% air voids per ASTM D 3203. However, the percent asphalt or fines may need to be adjusted to achieve optimal strength.

F. If mix design is older than 365 days from date of submission, mix shall be recertified.

G. Voids in the Mineral Aggregate (VMA) shall be calculated using Gsb dry for both virgin and rap aggregates.

2.06 MIXING PLANT

A. Hot-mixed, hot-laid paving mixtures; AASHTO M-156.

2.07 SOURCE QUALITY CONTROL

A. Unconfined Compression Strength Retention: When crushed mineral aggregate which is thoroughly coated with bitumen has an index of retained strength less than 80 percent bring the strength into compliance by adding any of the following additives to the mix.

1. Anti-stripping agent.

2. Hydrated lime.

3. Portland cement.

B. Coating and Stripping of Bitumen-Aggregate Mixture: Immediately after mixing, the mixing shall meet the requirements of AASHTO T-182, whereby not more than 5 percent of the aggregate particles shall remain uncoated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Plant Mix Bituminous Paving: In accordance with Section 02510.

END OF SECTION

SECTION 02505

EMULSIFIED ASPHALT SLURRY SEAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This is a material specification and application specification for emulsified asphalt slurry seal.

1.02 REFERENCES

A. ASHTO T-27: Standard Method for Sieve Analysis of Fine and Coarse Aggregate.

B. AASHTO T-2: Sampling Mineral Aggregates.

C. AASHTO T-11: Materials Finer than No. 200 in Mineral Aggregate.

D. AASHTO 176: Sand Equivalent Value of Soils and Fine Aggregate.

E. AASHTO T-84: Specific Gravity and Absorption of Fine.

F. AASHTO T-19: Unit Weight Aggregate.

G. AASHTO T-96: Resistance to Abrasion of Small Size Coarse Aggregate by use of the Los Angeles Machine.

H. AASHTO T-37: Sieve Analysis of Mineral Filler.

I. AASHTO T-40: Sampling Bituminous Materials.

J. AASHTO T-59: Testing Emulsified Asphalt.

K. AASHTO M-140: Specification for Emulsified Asphalt.

L. AASHTO T-49: Penetration 100 gm at 5 sec. 77°F(25°C).

M. ASTM D242: Mineral Filler for Bituminous Paving Mixtures.

1.03 DEFINITIONS

A. The slurry seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

1.04 SUBMITTALS

A. Mix Design: Submit each proposed mix design 14 days prior to use in the Work.

PART 2 PRODUCTS

2.01 EMULSIFIED ASPHALT

A. POLYMER MODIFIED EMULSION The emulsified asphalt shall be CQS-1HL, CQS-1HP, QS-1HL, or QS-1HP as specified in AASHTO M-140. The polymer modifier shall be either a solid synthetic rubber or latex material. The polymer modifier shall be combined with the base asphalt or asphalt emulsion at a minimum rate of 3% solids by weight of asphalt prior to loading at the manufacturing plant. The polymer modified emulsion shall be compatible with the mix design developed for the conventional slurry seal. Each shipment of emulsified asphalt shall be accompanied by a certificate of analysis / compliance from the manufacturer.

2.02 AGGREGATES - MATERIALS

A. The mineral aggregate shall be manufactured (100% crushed) stone such as granite, slag, limestone, chat, or other high quality aggregate that is free from dirt, organic matter, clay balls, adherent films of clay, dust, or other objectionable matter.

B. The Contractor shall insure that all oversize aggregate and other objectionable matter are removed from the mineral aggregate utilized in the slurry seal mixture. Screening shall be required at the stockpile if there are problems created by oversize materials in the mixture.

2.03 AGGREGATES - GRADING BAND LIMITS

A. Gradation Type II will be used unless otherwise specified.

B. The following gradations describe the total percent passing by weight, AASHTO T-27, and is based on fine and coarse aggregate having approximately the same bulk specific gravities.

GRADING BAND LIMITS						
Sieve Size	DENSE MIXTURES					Stockpile Tolerance
	Type I		Type II		Type III	
	Min	Max	Min	Max	Min	Max
3/8"	100	-----	100	-----	100	-----
# 4	100	-----	90	100	70	90 + or - 5%
# 8	90	100	65	90	45	70 + or - 5%
# 16	65	90	45	70	28	50 + or - 5%
# 30	40	65	30	50	19	34 + or - 5%
# 50	25	42	18	30	12	28 + or - 4%
# 100	15	30	10	21	7	18 + or - 3%
# 200	10	20	6	15	5	15 + or - 2%

2.04 AGGREGATES - JOB-CONTROL GRADING BAND LIMITS

A. The job mix gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, then the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band.

2.05 MINERAL FILLER

A. Portland Cement, hydrated lime, limestone dust, flyash, Aluminum sulfate, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate. The quantity and type of filler, if required, shall be determined by the job mix design. It shall be used for one or more of the following reasons only: to improve the gradation of the aggregate to provide improved stability and workability of the slurry, or the increase the durability of the cured slurry.

2.06 WATER

A. Water for the slurry mixture shall be clear, potable, free from harmful soluble salts, and compatible with the slurry mixture. If the water is obtained from a source other than sanitary systems, such as a river, stream, or pond, a sample of the water must be tested and approved by the laboratory performing the mix design.

2.07 MIX DESIGN

A. The mix design shall be made with the same aggregate gradation that the Contractor will provide on the project. Sources of all materials shall be selected prior to the time when the mix design is prepared and the materials are required to be used in the work. Slurry seal mixture shall not be placed until a mix design, submitted by the Contractor, has been approved by the Project Manager. The exact proportions of asphalt emulsion, aggregate, mineral filler, additives, and water to be used in the preparation of the slurry seal shall be determined by an approved testing laboratory experienced in slurry seal mix design procedures.

The approved slurry mix shall be a homogeneous mixture, sufficiently stable during the entire mixing/spreading period so that the emulsion does not break, there are no segregation of the fines from the coarse aggregate, and the liquid portion of the mix does not float to the surface. The amount and type of asphalt emulsion to be blended with aggregate shall be determined by the laboratory mix design. The set control additive shall be introduced into the slurry seal mixture by an approved method that will assure uniform distribution and proper control. The exact amount shall be determined by conditions in the field and indicated in the mix design. A minimum amount of water shall be used as necessary to obtain a workable and homogeneous mixture. The slurry seal mixture shall show no signs of uncoated aggregate or premature breaking of emulsion when applied to the pavement surface.

B. The mix design and all slurry seal materials shall be approved by the City Engineer prior to use. The component materials shall be within the following limits:

1.	Residual Asphalt	Type I: 10% - 16% Type II: 7.5% - 13.5% Type III: 6.5% - 12% Based on dry weight of aggregate
2.	Mineral Filler	0.5% - 2.0% Based on dry weight of aggregate
3.	Additives	As needed
4.	Water	As needed to achieve proper mix consistency

2.06 ADDITIVES

A. Additives may be used to accelerate or retard the break-set of the slurry seal, or improve the resulting finished surface. The quantity and type of set control additive, if required, shall be determined by the job mix design and conform to the applicable sections of ASTM D3910 and ISSA T102. The use of additives in the slurry mix shall be made initially in quantities predetermined by the mix design with field adjustments if required, after approval by the City Engineer.

PART 3 EXECUTION

3.01 EQUIPMENT - GENERAL

A. All equipment, tools, and machines used in performance of this work shall be maintained in satisfactory working condition.

3.02 MIXING EQUIPMENT

A. Mixing Unit. The slurry seal shall be mixed and applied with a machine designed and manufactured to lay slurry seal with a minimum aggregate capacity of eight (8) cubic yards to reduce the number of transverse joints. The slurry seal mixing machine shall be a continuous flow mixing unit, capable of delivering accurately predetermined proportions of aggregate, asphalt emulsion, and mineral filler (if required) to a revolving spiraled multi-blade mixer and of discharging the thoroughly mixed product on a continuous basis. The mixing unit shall be capable of thoroughly blending all ingredients together without violent action. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method of introducing a predetermined proportion of mineral filler to the aggregate. The fines feeder shall be used only when mineral filler is part of the mix design. The mixing machine shall be equipped with a water pressure system and fog type spray bar. The machine shall be capable of mixing materials at preset proportions regardless of the speed of the machine and without changing machine settings.

Each mixing unit to be used in performance of the work shall be calibrated prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted, provided it was made during the current calendar year. The documentation shall include an individual calibration of each material at various settings which can be related to the machine metering device(s).

Attached to the mixing machine shall be a mechanical squeegee distributor (spreader box) having a rubber-like material in contact with the surface to prevent unwanted egress of slurry. It shall prevent loss of slurry on varying grades and crown by adjustments to assure uniform spread. An appropriate mechanical device for lateral distribution of the slurry shall be operated within the spreader box. There shall be a steering device, a flexible strike-off, and a burlap or other approved drag. The spreader box shall be adjustable to widths from eight (8) to fifteen (15) feet to minimize the number of longitudinal joints. Broken slurry seal mixture shall not be allowed to collect in the spreader box or on the flexible strike-off.

3.03 SPREADING EQUIPMENT

A. The mixture shall be spread uniformly by means of a conventional surfacing spreader box attached to the mixer and equipped to agitate and spread the material evenly throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact point.

3.04 WEATHER LIMITATIONS

A. The slurry seal shall not be applied if either the pavement or air temperature is below 50°F(10°C) and falling, but may be applied when both pavement and air temperature are above 45°F(7°C) and rising. No slurry seal shall be applied when there is danger that the finished product will freeze before 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

3.05 NOTIFICATION AND TRAFFIC CONTROL

A. All homeowners and business affected by the paving shall be notified one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed.

B. Suitable methods shall be used by the contractor to protect the slurry seal from all types of

vehicular traffic without damage. Opening to traffic does not constitute acceptance of the work. Traffic control shall in accordance with the MUTCD manual.

3.06 SURFACE PREPARATION

A. Immediately prior to applying the slurry seal the surface shall be cleared of all loose material, oil spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The City Engineer shall approve the surface preparation prior to surfacing.

B. It is advisable to pre-treat cracks in the pavement surface with an acceptable crack sealer prior to application of the slurry seal. Crack sealing shall be completed a minimum of 3 months prior to slurry seal.

3.07 APPLICATION

A. When required by local conditions, the surface shall be pre-wetted by fogging ahead of the spreader box.

B. The slurry seal shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained.

C. No streaks, such as those caused by oversized aggregate shall be left in the finished surface.

D. No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of six inches (6") shall be allowed for overlap of longitudinal lane line joints.

E. Areas which cannot be reached with slurry seal machines shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be handworked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during machine applying process.

F. Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide good appearance.

G. All areas, such as manways, gutters and intersections, shall have the slurry seal removed as specified by the City Engineer. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

H. Rate of Application measured in pounds of dry aggregate per square yard:

APPLICATION RATE

Type I	8-12#/SY
Type II	12-20#/SY
Type III	18-30#/SY

I. The longitudinal joint between adjacent lanes shall have no visible lap, pinholes, or uncovered areas. Thick application caused by overlapping shall be smoothed immediately with hand squeegees before the slurry seal mixture breaks. When possible, longitudinal joints shall be placed on lane lines. The Contractor shall provide suitable spreading equipment to minimize the number of longitudinal joints. Overlays that occur at transverse joints shall be smoothed before the slurry seal mixture breaks, so that a uniform surface is obtained.

J. Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

3.08 SAMPLING AND TESTING

A. Suitable sized samples of aggregate, asphalt emulsion, and mineral filler (if required) shall be submitted, when requested by the Project Manager, for approval not less than ten (10) days before the work starts. All samples of materials shall be supplied by the Contractor at his expense, and all tests necessary to determine conformance with requirements specified shall be performed without cost to the Contractor. Additional samples of materials shall be furnished as directed by the Project Manager during progress of the work. The owner will notify the Contractor immediately if any test fails to meet the specifications.

If it is established that a satisfactory slurry seal mixture meeting the requirements specified herein cannot be produced from the materials furnished, the materials shall be rejected and the Contractor shall submit new samples.

END OF SECTION

SECTION 02510

ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section covers the requirements for bituminous surface paving on roads and trails.

PART 2 SUBMITTALS

A. Contractor shall establish a mix gradation and the amount of bituminous material shall be submitted fourteen (14) working days prior to surfacing for the approval by the City Engineer and shall meet the requirements of the gradation selected.

B. Test Reports: Submit test reports as requested by City Engineer verifying compliance with specified standards.

PART 3 EXECUTION

3.01 ALL STREETS AND TRAILS SHALL BE SURFACED IN ACCORDANCE WITH THE FOLLOWING:

A. Streets:
1. 8-inch minimum untreated base course over prepared and approved subgrade.
2. 3-inch minimum compacted thickness plant mix asphalt surfacing on all local streets.
3. 4-inch minimum compacted thickness plant mix asphalt surfacing on all collector and arterial streets.
4. 2-lift minimum for plant mix asphalt surfacing when final compacted pavement thickness is greater than 3 inches unless otherwise approved by the City Engineer.

B. Trails:
1. 6-inch minimum untreated base course over prepared and approved subgrade and weed barrier geotextile.
2. 3-inch minimum compacted thickness plant mix asphalt surfacing on all trails.
3. Weed barrier geotextile according to the following:

Table 7 – Weed Barrier Geotextile

Property	ASTM	MARV Standard
Grab tensile strength, lbs.	D 4632	315
Grab elongation, percent, minimum	D 4632	50
Puncture strength, lbs.	D 4833	900
Trapezoid tear, lbs.	D 4533	100
Apparent opening size (AOS), US sieve, minimum	D 4751	40
Ultraviolet degradation, percent	D 4355	70
NOTES (a) Percent of grab elongation retained determined after ultraviolet weathering, ASTM D 4355 for 500 hours.		

3.02 BASE COURSE

A. Base for all streets shall consist of select material, as specified in Section 02206.

B. Base shall be laid in accordance with Section 02225.

C. Surfaces shall be true to the established grade with thickness being not less than 1/4 inch from the required layer thickness and with the surface elevation varying not more than 3/8 inch in ten feet from the true profile and cross section.

3.03 BITUMINOUS SURFACE COURSE

A. Base course shall be free of any contamination prior to laying surface course.

B. The surface course shall consist of a mixture of mineral aggregate and binder conforming to Section 02504.

C. Gradation of aggregate shall conform to Section 02504.

D. The Contractor shall apply a tack coat to all new or existing asphalt or concrete edges and surfaces that will be in contact with the new bituminous surface course. This includes all longitudinal and transverse joints regardless of the joint temperature.

1. Tack coat shall be SS-1 or 1-H.

E. The bituminous surface course shall be mixed at a mixing plant and spread and compacted on the prepared base in conformance with the lines and dimensions shown on the plans and in accordance with these Specifications.

F. All existing asphalt shall be saw cut to remove fractures, cracked or damaged asphalt.

1. Asphalt shall be saw cut in straight lines.

3.04 CONSTRUCTION METHODS AND EQUIPMENT

A. All asphalt will be laid using a lay down machine unless written approval is granted by City Engineer.

B. The methods employed in performing the work, all equipment, tools and machinery and other appliances used in handling the materials and executing the work shall be the responsibility of the Contractor.

C. At no cost to the City, the Contractor shall make such changes in the methods employed and in the equipment used as are necessary whenever the bituminous being produced does not meet the specification herein established.

D. Provide necessary survey stakes for horizontal control and vertical control on roads and trails. Furnish, place, and maintain supports, wire devices, and materials as required to provide continuous line and grade reference control for placing pavement and matching existing pavement surfaces on roads and trails.

3.05 SPREADING

A. The bituminous mixtures shall be spread with self-propelled mechanical spreading and conditioning equipment capable of distributing at least a 12-foot width.

B. The City Engineer shall determine whether or not the bituminous surface course shall be spread in one or more courses.

C. No surface course shall be placed less than 1 inch in thickness.

D. The mixture shall be spread and struck off in such a manner that the finished surface shall result in a uniform smooth surface.

E. The longitudinal joints in any succeeding courses shall be offset at least 6 inches transversely to avoid a vertical joint through more than one course.

F. The temperature of the bituminous mix shall be between 250° F and 325° F when placing.

G. Asphalt joints and seams shall be placed at lane lines when possible, and shall not be placed in wheel lines without written approval from the City Engineer.

3.06 COMPACTION

A. After the mixture has been spread, the surface shall be rolled in longitudinal direction commencing at the outside edge or lower side and preceding to the higher side.

B. Each pass of the roller shall overlap the preceding pass at least one-half the width of the roller.

C. The average in place density shall be in the range of 94% to 96% of the Theoretical Maximum Specific Gravity determined by the testing methods outlined in Section 01450 with no individual areas falling below 92% or above 97.5% of the Theoretical Specific Gravity.

D. Rolling operations shall be conducted in such a manner that shoving or distortion will not develop beneath the roller.

E. Do not over compact the asphalt pavement nor under compact. Complete compaction before the following temperatures are reached: 180 degrees F for hot mixes, and 140 degrees F for warm mixes.

F. Quality Control

1. The surface of the pavement, after compaction, shall be uniform and true to the established crown and grade.

2. The Developer/Contractor shall be responsible to test bituminous mixtures for compaction in accordance with Section 01450, TESTING AND PROCESS CONTROL.

3. Traffic shall not be allowed to travel on new asphalt surface until pavement temperature has reached 120º F or lower.

3.07 WEATHER LIMITATIONS

A. No bituminous surface shall be placed when the temperature of the air or road bed is 50° F or below, during rainy weather, when the base is wet or during other unfavorable weather conditions as determined by the City Engineer.

B. The air temperature shall be measured in the shade.

3.08 FLAGGING

A. Flaggers shall be required as directed to facilitate the safe control of traffic over highways and streets under construction at such locations as required and directed by the City Engineer.

B. Flagging shall be performed by certified, trained, and properly equipped flaggers.

C. All flagging shall be done as described in the Safety Orders covering flaggers of the Industrial Commission of Utah and in accordance with the MUTCD manual.

3.09 ROUGHNESS TOLERANCE

A. When tested with a ten (10) foot straight edge placed parallel to the center line of the pavement, the surface of the pavement at any point shall not deviate from the lower edge of the straight edge by more than one-quarter of an inch. If any part of the pavement fails the 10 foot straight edge test, roughness shall be determined using a certified profilograph or profiler.

B. The following table shall be used to verify roughness tolerances.

ROUGHNESS TOLERANCE						
Speed MPH	Traffic Class	Profile Roughness Index (PRI), Inches / Mile				Profile Deviation Inches/25 feet Maximum
		IRI		PI		
		Min	Max	Min	Max	
25 to 30	II	--	--	--	110	0.4
	III or IV	129	177	46	66	0.4
31 to 45	I or II	90	155	35	50	0.4
	III or IV	70	90	21	35	0.4
45 +	All Classes	--	70	--	21	0.4
Notes: a) IRI (International Roughness Index), ASTM E 950. Use a ¼ car. b) PI (Profile Index), ASTM E 1274. Use a zero blanking band. c) Profile deviation applies to bump and depression measurements. d) As a minimum, trace right wheel path in direction of travel.						

C. Profile Roughness Index (PRI): Verify bumps and depressions are removed so profile index in each lot meets tolerance: Lot is 0.1 lane mile (528 feet long one lane wide). Add segments shorter than 250 feet to preceding lot. Treat partial segments longer than 250 feet as a lot. Excluded from the lot are turn lanes, parking lanes, medians, street fixtures, crowns of intersecting streets, bridge decks, grades greater than eight (8) percent, and vertical curves less than 1,000 feet radius.

D. Profile Deviation: Verify “must grind” bumps and depressions are removed from the lot surface where lot is the total pavement area placed, no area excluded. Begin traces 50 feet before edge of new pavement and end traces 50 feet after edge of new pavement. Areas (including the 50 feet end of traces) exceeding the profile deviation tolerance are “must grind” areas.

E. Mark all “must grind” areas on pavement to identify locations to be corrected.

F. Repair: Grinding is an acceptable method for correcting “must grind” areas. Skin patching with feather edge for depressions is NOT acceptable. Raise depressions by milling and inlay or remove and replace repair. Re-profile corrected segments to verify index meets tolerance. Apply GSB-88 orother approved emulsion to grind areas at a rate of 0.11± 0.01 gal/yd^2, using approximately 40% residual asphalt.

G. Notify the Engineer in writing when corrective work will be performed and at least two working days before re-profile will be completed.

H. When thickness is deficient, place additional material over deficient areas. Do not skin patch. Mill for inlay as necessary.

END OF SECTION

SECTION 02512

RESTORATION OF SURFACE IMPROVEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Restoration of surface improvement requirements.

1.02 GENERAL IMPROVEMENT REQUIREMENTS

A. The Contractor shall be responsible for the protection and the restoration or replacement of any improvements existing on public or private property at the start of work or placed there during the progress of work.

B. Existing improvements shall include but are not limited to landscaping, permanent surfacing, curbs, ditches, driveways, culverts, fences and walls. All improvements shall be reconstructed to equal or better, in all respects, to the existing improvements removed.

PART 2 PRODUCTS

A. Select Fill: In accordance with Section 02206.

B. Asphalt Concrete: In accordance with Section 02510.

C. Concrete: In accordance with Section 03304.

PART 3 EXECUTION

3.01 ROAD BASE REPAIR

A. Where trenches are excavated through gravel surfaced areas such as roads and driveways, etc., the gravel surface shall be restored and maintained as follows:

1. The gravel shall be placed deep enough to provide a minimum of 6-inches of material.

2. The gravel shall be placed in the trench at the time it is backfilled. The surface shall be maintained by blading, sprinkling, rolling, adding gravel, etc., to maintain a safe uniform surface satisfactory to the Engineer. Excess material shall be removed from the premises immediately.

3. Material for use on gravel surfaces shall be obtained from sound tough durable gravel or rock meeting the requirements of Section 02206.

3.02 BITUMINOUS SURFACE REPAIR

A. Where trenches are excavated through bituminous surfaced roads, driveways or parking areas, the surface shall be restored and maintained as follows:

1. Trenches shall be backfilled with untreated base course from the pipe bedding to 3 inches from the top of existing asphalt.

2. Asphalt shall be saw cut back 12 inches from existing trench wall's and the exposed road base surface shall be compacted as shown on standard drawing.

3. Pavement restoration shall include priming of pavement edges with bituminous material and placing and rolling plant mix bituminous material to the level of the adjacent pavement surfaces. Proper compaction of the bituminous material shall be verified per the requirements of Section 02510.

3.03 CONCRETE REPAIR

See Section 03310 Concrete Work

END OF SECTION

SECTION 02513

UTILITY POTHOLE REPAIR-KEYHOLE METHOD

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This specification covers the requirements for keyhole coring, vacuum excavation, backfilling, and reinstatement of the keyhole core in asphalt or concrete pavements to allow for underground utility repairs and underground exploratory potholing. Keyhole coring shall be defined as follows: The operation of coring a circular hole through the roadway pavement using diamond tipped core drilling equipment.

1.02 Pothole Excavation:

A. The vertical alignment of the keyhole coring shall be perpendicular to the horizon, and the cutting shall extend to the full depth of the existing pavement section.

B. Unless otherwise approved by the Engineer, keyhole cores shall be no less than 6 –inches and no greater than 18- inches in diameter. Adjacent cores shall not be closer than 3 feet from each other (edge to edge), shall not contain a joint or any pavement cracks greater than 1/8-inch wide, and shall not be performed in pavements where the section is less than 3-inches thick. Coring shall be performed with a keyhole coring saw with high strength steel diamond tipped core drill bits.

C. The Contractor shall place a temporary mark on the keyhole core prior to cutting to insure that the removed section is replaced in the same orientation as originally found in the pavement.

D. Soils within potholes shall be removed by air/vacuum extraction methods to expose utilities. The zone of soil removal shall remain essentially within a vertical plane extending below the edges of the removed pavement. The Contractor shall remove all excess materials excavated from the site.

PART 2 PRODUCTS

A. Bonding Agent: The bonding agent is material required to bond asphalt pavement cores to the asphalt concrete pavement from which it was originally removed. Bonding material shall be a single component cementitious, rapid hardening, high strength, waterproof bonding agent conforming to the physical properties shown in Table-1 below, and Section 3.01 B

TABLE 1 – BONDING MATERIAL PROPERTIES

Property	ASTM Test method	Requirements
Bond Strength (Slant Shear), psi (70° F., 30 minute cure)	C882	200 minimum
Strength, psi (70° F., 60 minute cure)	C109	1500 minimum

1) Bonding material shall be impervious to water penetration at the joint after curing.
2) Bonding material shall, within 30 minutes at minimum ambient temperature of 70 degrees F., allow an 18" diameter core to support a traffic load equivalent to at least three (3) times the AASHTO H-25 standard wheel load.
3) The bonding material is required to securely bond the asphalt concrete core to asphalt concrete pavement and to fill all voids between the core and pavement and within the core.
4) Specifications and test results for the bonding material shall be submitted to the City for review and approval before use.

PART 3 EXECUTION

3.01 Pavement Restoration:

A. Pothole Backfill: The Contractor shall place 1 ft of compacted bedding sand over utility. The remainder of the hole shall be filled with flowable fill in accordance with Section 02245 – Flowable Fill, to the bottom of the pavement surface

B. The surface cut by keyhole coring restored to its original condition with the reinstated core flush with and in the original orientation as the existing surface, matching existing pavement surface appearance.

C. A bonding agent shall be a single component cementitious, rapid hardening, high strength, water proofed application such as Utilibond, manufactured by Utilicor Technologies, Inc., or an Engineer approved equal shall be used for pavement core reinstatement. Excess bonding material shall be removed from the restored surface. A patched appearance shall be avoided in surface restoration wherever possible.

D. Unless otherwise approved by the Engineer, the Contractor shall reinstate the bonded keyhole core within 24 hours of cutting the pavement. Openings allowed to be left open greater than 24 hours shall be covered with an approved steel road plate capable of supporting traffic loads.

3.02 Surface Tolerances:

A. The reinstated core shall be flush and level with the adjacent pavement. Gaps attributable to the positioning of the core shall be less than 1/16-inch between the bottom of a minimum 3- foot long straightedge and the surface of the pavement in any direction on the surface of the keyhole core, except across the pavement crown or drainage gutters.

B. Deficiencies:
1. Where the pavement core is found to be fractured or defective upon removal, or becomes damaged after removal and prior to reinstating, the defective or damaged core shall not be used to reinstate the pavement. Pavement repair shall be performed in accordance with Section 02512.

2. A pavement core is considered unacceptable when one of the following conditions exist:

1) The core contains any vertical cracks wider than 1/8-inch extending full depth or partial depth through the core; or

2) Any deteriorated piece of the core is larger than 10 percent of the overall area of the core.

3) Two or more successive layers of asphalt concrete in the core become horizontally delaminated and cannot be rebounded to each other with the bonding compound.

3. All unacceptable pavement cores shall be removed from the job site.

4. If another equivalent core of sound condition and matching existing pavement of the same diameter, depth and composition as the defective core is available, it may be reinstated in substitution of the defective core.

END OF SECTION

SECTION 02607

MANHOLES AND COVERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Modular precast concrete manhole sections with tongue-and-groove joints, covers, anchorage, and accessories.

1.02 RELATED SECTIONS

1.03 REFERENCES

A. AASHTO M-105: Gray Iron Castings.

B. ASTM C478: Precast Reinforced Concrete Manhole Sections.

C. ASTM C923: Resilient Connectors between Reinforced Concrete Manhole Structures and Pipes.

1.04 SUBMITTALS FOR REVIEW

A. Shop Drawings: Indicate manhole locations, elevations, piping, and sizes and elevations of penetrations.

B. Product Data: Provide manhole covers, component construction, features, configuration, and dimensions.

1.05 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.06 GENERAL REQUIREMENTS

A. The Contractor shall furnish and install watertight cast-in-place or precast concrete manholes at the locations shown on the Drawings approved by the City Engineer. All new manholes shall be precast unless the manhole is being installed on an existing line, unless otherwise approved in writing by the City Engineer. All precast manholes shall have flexible watertight pipe-to-manhole boot connectors. All cast-in-place manholes shall have a hydrophilic water stop at pipe-to-manhole connections.

B. Manholes shall be furnished complete with cast iron rings and covers.

~~C. Manhole spacing shall not exceed 400 lineal feet unless approved by City Engineer.~~

~~D. Manholes shall be installed at the end of each line exceeding 15 feet in length.~~

~~E.~~C. ~~Cleanouts shall not be substituted for manholes nor installed at the end of lines.~~

~~F.~~D. Cleanouts on sewer laterals shall be placed every 100 feet and at all bends.

~~G.~~E. Flow Channels:

1. The flow channel through manholes shall conform to the inlet and outlet pipe.

2. The depth of flow channels should be one-half to three-quarters of the diameter of the pipe.

PART 2 PRODUCTS

2.01 MATERIALS

A. Manufacturers:

1. Materials and Equipment: Product options and substitutions. Substitutions: Permitted.

2. Materials shall be manufactured by a Concrete Precast Association (CPA) approved facility.

B. Manhole Sections: Reinforced precast concrete in accordance with AASHTO M-199 and ASTM C923. Mortar and Grout: Type S.

2.02 COMPONENTS

A. Wall and Cone Sections:

1. Manhole walls shall be constructed of 48" I.D. precast sectional, reinforced concrete pipe.

2. For pipelines of 14" diameter or larger, the manholes shall be 60" minimum I.D.
   a. The throat section of the manhole shall be adjustable by use of pipe sections up to 18 inches in height.
   b. The taper section shall be a maximum of 3 feet in height, shall be of eccentric conical design, and shall taper uniformly from 48 inches to 30 inches inside diameter.
   c. The 48-inch inside diameter pipe used in the base section shall be furnished in section lengths of 1, 2, 3 and 4 feet as required.
   d. Reinforcing steel shall consist of a circular cage with a minimum cross sectional area of three-tenths (0.3) of a square inch of steel per foot in both directions.
   e. 18" space maximum between cone and lid.

3. All joint surfaces of precast sections and the face of the manhole base shall be thoroughly cleaned and wet prior to setting precast sections.

4. All manhole joints, including grade rings, shall be sealed with a butyl rubber sealant (mastic) that is permanently flexible and non-shrinking, similar to Brandt No. 95 Cold Weather Vault Sealant.

5. Mortar can be used for repairs and additional sealing of joints including grade rings and manhole rings. The mortar shall consist of 1 part cement and 1-1/2 parts sand with sufficient water added to bring mixture to workable consistency.

B. Manhole Steps:

1. 12" Copolymer Polypropylene Plastic Steps.

2. Reinforcement: ½" grade 60 steel reinforcement.

3. Steps must meet requirements outlined in ASTM C478 and ASTM C497.

C. Concrete Base Pad:

1. Except as noted below, manhole bases shall be pre-cast concrete conforming to the requirements of Section 03310 of these Specifications.

2. Where sewer lines pass through or enter manholes the invert channels shall be smooth and semi-circular in cross section.

3. Changes of direction of flow within the manholes shall be made with a smooth curve with as long a radius as possible and a minimum of 0.2 feet of fall.

4. The floor of the manhole outside the flow channels shall be smooth and slope toward the channel at not less than ½ inch per foot.

5. For high ground water areas, precast manholes and bases shall be required.

D. Lid and Frame:

1. All iron castings shall conform to the requirements of AASHTO M-105 for grey iron castings.

2. Rings and covers shall have machined bearing surfaces and a minimum cover weight of 150 pounds and minimum ring weight of 233 pounds.

3. The foundry name, year of manufacture, and “WATER”, “SEWER”, “STORM DRAIN”, or “IRRIGATION” shall be marked on the cover.

4. All manhole rings shall be carefully set to the grade shown on the approved drawings or as directed by the City Engineer.

5. The manhole covers shall be so installed to be within 1/4” from the asphalt surface.

6. A concrete ring 12" wide, but no greater than 18” wide, and 8" thick will be poured around lid in accordance with Section 03304. Asphalt concrete collars are prohibited.

7. All manhole lids should be vented unless directed otherwise by the City Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that built-in items are in proper location and ready for roughing into Work.

C. Verify excavation for manholes is correct.

3.02 PREPARATION

A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.03 PLACING MANHOLE SECTIONS

A. Place base pad, with top surface level.

B. Place manhole sections plumb and level, trim to correct elevations, anchor to base pad.

C. Cut and fit for pipe as required.

D. Grout vase of shaft sections to achieve slope to exit piping. Trowel smooth. Contour as required.

E. Set cover frames and covers level without tipping, to correct elevations.

3.04 DROP TYPE MANHOLES

~~A. A drop pipe should be provided for a sewer entering a manhole at an elevation of 24 inches or more above the manhole invert.~~

~~B.~~A. Where the difference in elevation between the incoming sewer and manhole invert is less than 24 inches, the invert shall be filleted to prevent solids deposition.

~~C.~~B. Drop manholes should be constructed with an outside wye drop connection. If an inside drop connection is necessary, it shall be secured to the interior wall of the manhole and provide access for cleaning. Inside drop connections will not be allowed without written approval from the Heber City Engineer.

~~D.~~C. Due to the unequal earth pressures that would result from the backfilling operation in the vicinity of the manhole, the entire outside drop connection shall be encased in low density concrete.

3.05 SCHEDULES

A. Storm Sewer Manholes: Precast concrete sections, copolymer polypropylene plastic steps, 48 inch inside dimension, to depth indicated, with bolted lid.

END OF SECTION

SECTION 02609

GREASE AND SAND INTERCEPTOR

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Modular precast concrete grease interceptor sections with joint covers, access holes, anchorage, cast iron ring, grate, and accessories.

B. Modular precast concrete sand interceptor sections with joint covers, access holes anchorage, cast iron ring, grate, and accessories.

C. Injection molded thermoplastic hydromechanical grease interceptors with covers, access holes, and accessories.

1.02 RELATED SECTIONS

1.03 REFERENCES

A. AASHTO M-105: Gray Iron Castings.

B. AASHTO M-199: Precast Reinforced Concrete.

C. ASTM C-923: Resilient Connectors between Reinforced Concrete Structures and Pipes.

1.04 SUBMITTALS FOR REVIEW

A. Product Data: Provide ring & covers, component construction, features, configuration, and dimensions.

1.05 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.06 GENERAL REQUIREMENTS

A. Grease and sand interceptors are required as pre-treatment before discharging into the sanitary sewer system from car washes, automobile service stations, any non-residential facility with a floor drain, and all non-residential food preparation facilities. ~~When determined by the City Engineer that grease control is required, per~~ Follow Chapter 10 of the International Plumbing Code~~, the following control shall be used~~. Grease interceptors, indoor and outdoor, shall be sized by the applicant, and a sizing certification from a professional engineer shall be provided to the City upon request.

1. Standard Grease Interceptors (outdoor, gravity):

a. Grease interceptors are required on all new non-residential building construction or retrofits which include food preparation and serving areas
b. A sampling manhole shall be located below the downstream outlet.

2. Hydromechanical Grease Interceptors (HGIs) (outdoor)

a. When approved by the City Engineer, approved HGIs may be used in low-grease/fat food service applications with less than 8 total fixture unit equivalents.
b. HGIs shall be properly sized EnduraXL models by Canplas Industries or approved equivalent.
c. Must include a separate sampling manhole or built in port that can be used for sampling.

~~c.~~

3. Indoor Grease Interceptors

a. For retrofit or remodel commercial construction, when approved by the City, an indoor Big Dipper Grease Interceptor system (or approved equivalent) may be installed inside the building.
b. Indoor grease interceptors will only be approved when, in the opinion of the City, space constraints make outdoor interceptors impractical or infeasible.
c. Access shall be provided upon request to City personnel for system inspection.

~~3.~~

B. The Contractor shall furnish and install watertight cast-in-place or precast concrete grease interceptors and sand interceptors as required by the City Engineer or City Officials.

C. Grease interceptors and sand interceptors shall be furnished complete with cast iron rings and covers.

D. Design of grease/sand interceptors and grease traps need to be approved by City Engineer.

E. Flow Channels

1. The flow channel through Grease interceptors shall conform with the slope of the sewer.

2. Adjacent floor area should drain to the channel with the minimum slope of 1 inch per foot.

PART 2 PRODUCTS

2.01 MATERIALS

A. Manufacturers:

1. Amcor.

2. Geneva Pipe.

3. Dura-crete.

B. Grease interceptor Sections and sand interceptor: Reinforced precast concrete in accordance with AASHTO M-199 with gaskets in accordance with ASTM C923.

C. Mortar and Grout: Type S.

2.02 COMPONENTS

A. Standard Grease Interceptors

1. Outdoor gravity grease interceptors shall have a minimum of two compartments.

2. The minimum size for grease interceptors shall be 750 gallons, unless otherwise approved

3. Wall Sections to be designed to meet ASTM C913 with AASHTO HS-20 loading:

   a. Interceptors shall be constructed of 6" thick precast reinforced concrete. Box size to be 3-foot by 3-foot and the height as shown on plans. Provide grade rings as needed.

   b. Grease interceptor shall be designed to meet ASTM C-857 “minimum structural design loading for underground precast concrete utility structures. Provide grade rings as needed.

   c. All joint surfaces of precast sections and the face of the walls, base, and grade rings shall be thoroughly cleaned and wet prior to setting precast sections.

   d. All joints including grade rings shall be set in mortar consisting of 1 part cement and 1 ½ parts sand with sufficient water added to bring the mixture to workable consistency, or the joints shall be sealed with butyl rubber gasket that is permanently flexible and non-shrinking, similar to Brandt No. 95 Cold Weather Vault Sealant.

4. Lid and Frame:

   a. All iron castings shall conform to the requirements of H-20 loading for grey iron castings.

   b. Rings and grates shall have machined bearing surfaces and a minimum cover weight of 150 pounds and minimum ring weight of 233 pounds.

   c. The foundry name, year of manufacture, and “SEWER”shall be marked on the cover.

   d. All Grease interceptor and clean-out box rings shall be carefully set to the grade as shown on the approved drawings or as directed by the Engineer.

   e. Grate covers shall be so installed to be within 1/4" below the finished surface.

   f. A concrete ring 12" wide and 8" thick will be poured around lid in accordance with Section 03304.

2.03 CONFIGURATION

A. Shape: rectangular.

B. Design Size: design criteria to be submitted to the City Engineer for review.

C. Clear Grate and Lid Opening: 24 inches diameter.

D. Pipe Inlet and Outlet: Pipe inlet and outlet to be grouted to eliminate infiltration and leakage.

PART 3 EXECUTION

3.01 PLACING CONCRETE SECTIONS

A. Place base pad, trowel top surface level.

B. Place Grease interceptor or sand interceptor plumb and level, trim to correct elevations, anchor to base pad.

C. Cut and fit for pipe as required.

D. Grout base of shaft sections to achieve slope to exit piping.

E. Provide grade rings and Trowel smooth. Contour as required.

F. Set cover frames and covers level without tipping, and to correct elevations.

3.02 SCHEDULES

A. Grease interceptors and sand interceptors: Precast concrete sections, copolymer polypropylene plastic steps, to depth indicated, with tamper proof lid.

END OF SECTION

SECTION 02660

PIPELINE TESTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing requirements for potable and non-potable water piping systems and sanitary sewers.

1.02 DEFINITIONS

A. Leakage: The quantity of water required to maintain the specified hydrostatic test pressure after the pipeline has been filled with water and the air expelled.

B. Non-rigid Pipe: Any pipe which requires bedding and backfill material for structural support.

1.03 SUBMITTALS

A. Pipeline Test Report: Include the following items:

1. Type of test.

2. Identification of pipe system.

3. Size, type, location and length of pipe in test section.

4. Test pressure and time.

5. Amount of leakage versus allowable.

6. Date of test approval.

7. Signature of test supervisor.

8. Signature of the City Engineer, Inspector, or City Water Superintendent witnessing and approving the test.

9. One copy of video tape.

1.04 PROJECT CONDITIONS

A. After construction of sanitary or storm sewer lines, they shall be thoroughly cleaned, tested for leakage and alignment, and closed circuit television inspected in the presence of the City Engineer or the City Inspector before acceptance by the City. If directional drilling or underground boring takes place after sewer and/or storm drain lines have been installed, inspected, and tested, the sewer and/or storm drain lines near the drilling/boring shall be inspected a second time with a closed circuit television inspection per Section 2660 - 3.09.

B. Repair pipeline system at no additional cost to City until it passes subsequent retesting.

C. Recording Equipment:

1. Supply all necessary equipment to perform pressure testing.

2. Secure City's approval of pressure gages.

3. Locate all gages and recording equipment away from affects of sunshine or other weather conditions.

4. Place, vents, pressure taps and drains for the test. Repair pipeline at the completion of the test at no cost to City.

PART 2 PRODUCTS

2.01 TESTING MATERIALS

A. Medium: Water or air, as required by test.

B. Equipment: Temporary motors, pumps, pumping apparatus, pressure gages, connections, power, etc. for making the tests.

PART 3 EXECUTION

3.01 PREPARATION

A. Notify City Engineer or City Water Superintendent 48 hours in advance of test.

B. Carry out tests as pipeline construction progresses to ensure construction methods are producing satisfactory results.

C. Disinfect potable water pipelines per Section 2675 prior to pressure testing if connected to an existing system.

3.02 PRESSURE TESTING FOR PRESSURIZED WATER PIPELINES

A. Test shall be performed only after the pipeline has been properly filled, flushed, and purged of air. Provide air release taps at points of highest elevations as needed before testing. Insert permanent plugs after test has been completed. The test pressure shall be applied by means of an approved and disinfectedpumping assembly connected to the pipe in a manner satisfactory to the City.

B. The test pressure shall not exceed the thrust restraint design pressure or 50 psi in excess of the pressure class of the pipe, fittings, or valves, whichever is less (as specified by the manufacturer). During the tests, the system and any exposed pipe, fittings, valves, and hydrants shall be carefully examined for leakage.

C. Test pressure and duration: The duration of the hydrostatic test shall be 2 hr. The hydrostatic test pressure shall be set to 50 psi in excess of the lowest class rating of any pipe, saddle, fitting, or valve within the section being tested at the highest pressure along the test section. The test pressure shall not vary by more than 5 psi (plus or minus) for the duration of the test. If necessary, the test pressure shall be maintained by additional pumping during the 2 hr test duration. The pressure reading shall be noted every 10 minutes during the test.

D. The testing allowance: The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain a pressure within 5 psi of the specified hydrostatic test pressure. The quantity of water shall be accurately measured in gallons by suitable methods. No installation will be accepted if the quantity of makeup water is greater than that determined by the formula:

$$Q = \frac{LD\sqrt{P}}{148{,}000}$$

Where:
Q = quantity of makeup water in gallons per hour
L = length of pipe section being tested, in feet
D = nominal diameter of pipe, in inches
P = average test pressure during the hydrostatic test, in pounds per square inch (gauge)

E. Provide suitable means for determining water lost by leakage under the test pressure.

F. Locate and repair the defective elements and retest until the leakage is within the specified allowance.

G. Repair any noticeable leakage even if total leakage is less than allowable.

H. Service Lines:

1. Potable water service lines shall be connected to a potable water line before disinfection and bacteriological testing of the line is completed in accordance with Section 2675 Part 3.06, unless the service line needs to remain active during a replacement project, or as otherwise approved by the City Engineer. Service lines must be flushed in accordance with Section 2675 Part 3.06.

2. All service lines shall be pressure tested up to the curb stop in accordance with this section.

3. The connection between the water meter box and curb stop shall be either pressure tested in accordance with the guidelines in this section or visually inspected for leaks once the working water pressure is turned into the service line.

3.03 ALIGNMENT AND GRADE TEST

A. No variance will be allowed from line and grade in excess of 1/32" per inch of pipe diameter or ½" maximum provided that such variation shall not result in a level or reverse sloping invert.

B. Variations in invert elevations between adjoining ends of pipe due to eccentricity of joining surface and pipe interior surface shall not exceed 1/64" per inch of pipe diameter, or ½" maximum.

3.04 OBSTRUCTION TEST

A. Visually examine pipe internally for obstructions by use high power light or mirror.

B. When required by the City Engineer, a round incompressible mandrel 1" less in diameter than the internal pipeline diameter and 2 times the diameter in length will be passed through the pipeline.

3.05 NON-RIGID PIPE DEFLECTION TEST

A. When required by the City Engineer, test installed sections of non-rigid pipeline to ensure that circumferential deflection does not exceed 5 percent of the average inside diameter using a rigid mandrel with a circular cross section pulled through the pipe by hand.

3.06 INFILTRATION TEST

A. No pipe section will be accepted if the infiltration rate exceeds 100 gallons per inch diameter per mile per 24 hours.

3.07 FLUSHING OF SANITARY SEWERS

A. All sanitary sewer lines shall be flushed and cleared prior to acceptance by the City.

B. Flushing:

1. Laterals and trunk lines shall be flushed by water with a high pressure sewer jet to remove all foreign material. Flushing shall be completed prior to television inspection.

2. All debris located at the bottom of each manhole shall be removed. Dirt grease, sand, and gravel shall be removed so that the walls of the sewer pipe can be inspected.

3. Wastewater and debris shall not be permitted to enter sewer lines in service, but shall be removed at the lowest manhole of the extension.

4. Other methods of cleaning may be used upon approval of the City Engineer.

5. After the lines have been thoroughly cleaned, they shall be tested between all manholes for displacement.

3.08 LEAKAGE TESTS FOR SANITARY SEWERS

A. General Requirements:

1. The contractor shall test all sanitary sewers by means of an exfiltration test.

2. Length of line tested at one time shall be limited to the length between adjacent manholes.

B. Testing with Water:

1. Each section of the sewer shall be tested between successive manholes by closing the lower end of the sewer to be tested and the inlet of the upper manhole with stoppers.

2. The pipe and manhole shall be filled with water to a point approximately 4-feet above the invert of the sewer at the center of the upper manhole.

3. The allowable leakage will be computed by the formula:

$$E = 0.25\ D\ H$$

Where: E = Allowable leakage in gallons per minute per 1000 feet of sewer tested.
D = Internal diameter of the pipe in inches.
H = Difference in elevation in the water surface in the upper manhole and the invert of the pipe at the lower manhole (feet).

4. Leakage from the sewer, as shown by the test, which exceeds that allowed by the formula will be corrected by the Contractor to reduce the exfiltration to within permissible limits.

5. Where the difference in elevation between inverts of adjacent manholes exceeds 10-feet, the exfiltration leakage test will be modified as directed by the City Engineer.

6. House surface laterals shall be considered part of the main sewer to which they are connected and shall be tested with the main line sewer.

C. Testing with air:

1. Air pressure may be used in lieu of the water exfiltration test subject to the approval of the City Engineer.

2. The low pressure air test shall be conducted by the following method under the direction of the City Engineer or City Inspector with equipment equal to Cherne Industrial, Inc.

3. All wyes, tees, or ends of lateral stubs shall be suitably capped and braced to withstand the internal test pressures. Caps shall be easily removable for future lateral extensions.

4. After a manhole to manhole section of line has been backfilled and cleaned, it shall be plugged at each manhole with pneumatic plugs. One of the plugs shall have three hose connections. Air for inflation of the triple connection pneumatic plug shall be supplied through a factory-equipped control panel. There shall be three hose connections from the control panel to the pneumatic plug. One hose shall be used for inflation of the plug. The second hose shall be used for continuously reading the air pressure in the sealed line. The third hose shall be used for introducing low pressure air into the sealed line.

5. There shall be a 3-1/2" or larger diameter, 0.30 psig gauge mounted on the control panel for reading of the internal pressure in the line being tested. Calibrations from the 0-10 psig range shall be in tenths of pounds and the 0-10 psig portion shall cover 90% of the complete dial range.

6. Low pressure air shall be introduced into the sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe.

7. At least two (2) minutes shall be allowed for the air pressure to stabilize. After the stabilization period (3.5 psig minimum pressure in the pipe), the third hose shall be disconnected from the control panel.

8. The pipe and joints shall also be considered acceptable when the time required in minutes for pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following tables:

PIPE DIAMETER (Inches)	MINUTES
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.0
24	11.5

9. If the installation fails to meet this requirement, the Contractor shall determine at his own expense the source of leakage.

10. The Contractor shall repair or replace all defective materials and/or workmanship.

11. Pressure test concrete sewer manholes by the negative air pressure (vacuum) test as per ASTM C1244.

3.09 CLOSED CIRCUIT TELEVISION INSPECTION

A. Contractor shall inspect the sewer and storm drain lines with a color television camera. The camera test shall be supervised and witnessed by the City Engineer or the City Inspector and shall be done as follows:

1. The lines and lateral connections will be televised at the cost of the Developer until the lines are accepted by the City.

2. The camera shall have "PAN and TILT" capability for detailed wall, joint, and service inspection. The camera shall be pulled through the sewer line or propelled with a tractor.

3. The light intensity and camera focus shall be adjusted to obtain a good clear picture at all times.

4. The operator shall control the travel speed of the camera so that the walls of the pipe can be clearly viewed. The speed shall not be greater than 20 feet per minute. The operator shall stop and inspect each service, obstruction, or pipe deformation. Locations of each shall be noted and included in the final Inspection Report.

5. Defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, infiltration points and debris in lines shall be corrected . The maximum acceptable limits for 8 to 10 inch pipes are: 0.25 inches for joint separations, 0.5 inches for low spots, and 0.25 inches for chipped ends.

6. A flat or reverse grade will not be acceptable.

7. If the pipeline is found unacceptable, the problem shall be corrected by the contractor and re-televised.

8. The television inspection process shall be done immediately after running water in the pipe and no visible discharge occurs at the downstream manhole.

9. Television inspection must be scheduled with the City at least one (1) week in advance of inspection.

10. A typed log of the closed circuit television inspection with a digital CD/DVD video shall be turned over and become the property of the City. The Inspection Report shall contain the following:

    a. Location of sewer line and direction of flows
    b. Connecting manhole numbers with starting and ending manhole
    c. Manhole condition, flowline condition, and cover conditions
    d. Pipeline size, material, and condition, with defect locations noted from center of manhole
    e. Location of services located as to distance from center of manhole
    f. Date of inspection, name of contractor, and signature of operator/logger

11. After cleaning and inspection have been completed and any defects are corrected and accepted, the lines shall be tested for leakage by methods discussed in Section 3.08.

3.10 PIPE TESTING SCHEDULE

A. Irrigation:

1. Alignment and grade test.

2. Pressure test.

3. Operational Testing:
   a. Perform operational testing after hydrostatic test is complete, backfill is in place and sprinkler heads adjusted to final position.
   b. Demonstrate system meets coverage requirements and automatic controls function properly.
   c. Coverage requirements are based on operation of 1 circuit at a time.

B. Sanitary Sewers:

1. Displacement test.

2. Pressure test for gravity pipeline systems.

3. Pressure test for pressure pipeline systems.

4. Video test for sanitary sewers.

5. Pressure test manholes.

C. Subdrains:

1. Alignment and grade test.

2. Obstruction test.

3. Non-rigid pipe deflection test (if applicable)

D. Storm Drains:

1. Alignment and grade test.

2. Obstruction test.

3. Non-rigid pipe deflection test (if applicable).

4. Pressure test for pressure pipeline systems.

5. Video test for storm drain per 1.04 Project Conditions paragraph A.

E. Potable Water System:

1. Obstruction test.

2. Bacteria test.

3. Pressure test.

4. If pressure test fails and line is repaired, the bacteria test shall be repeated.

END OF SECTION

SECTION 02668

WATER TRANSMISSION AND DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe and fittings for culinary water line.

B. Valves, fire hydrants and water meters.

1.02 RELATED SECTIONS

A. Section 02205: Common Fill.

B. Section 02206: Select Fill.

C. Section 02225: Excavating and Backfill Operations.

D. Section 02250: Soil Compaction.

E. Section 02660: Pipeline Testing.

F. Section 02675: Disinfection.

G. Section 03300: Cast-in-Place Concrete: Concrete for thrust restraints.

1.03 REFERENCES

A. ASME B16.18: Cast Copper Alloy Solder Joint Pressure Fittings.

B. ASME B16.22: Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

C. ASTM B88: Seamless Copper Water Tube.

D. ASTM D2241: Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).

E. ASTM D2855: Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and fittings.

F. AWWA C104: Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.

G. AWWA C105: Polyethylene Encasement for Ductile Iron Piping for Water and Other liquids.

H. AWWA C110: American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In., for Water and Other Liquids.

I. AWWA C111: Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings.

J. AWWA C151: Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.

K. AWWA C500: Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems.

L. AWWA C502: Dry Barrel Fire Hydrants.

M. AWWA C504: Rubber Seated Butterfly Valves.

N. AWWA C600: Installation of Ductile-Iron Water Mains and Appurtenances.

O. AWWA C900: Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water.

P. AWWA C906: Polyethylene (PE) Pressure Pipe and Fittings, 4 In. Through 63 In. for Water Distribution and Transmission

Q. UL 246: Hydrants for Fire - Protection Service.

1.04 SUBMITTALS

A. Prior to construction, submit 6 copies of the manufacturers specification for all products to the engineer for approval.

1.05 SUBMITTALS AT PROJECT CLOSEOUT

A. Record and submit actual locations of piping, valves, connections, thrust restraints, and invert elevations.

B. Identify and describe unexpected variations in subsoil conditions or utilities.

1.06 SPECIAL REQUIREMENTS & CONSIDERATIONS

A. All materials which may contact drinking water, including pipes, gaskets, lubricants, and O-Rings, shall be ANSI-certified as meeting the requirements of ANSI/NSF Standard 61, Drinking Water System Components – Health Effects. To permit field-verification of this certification, all components shall be appropriately stamped with the NSF logo.

B. Pipe, joints, fittings, valves, and fire hydrants shall conform to applicable sections of AWWA Standards C104-A21.4-08 through C550-05 and C900-07 through C950-07.

C. All pipe materials and fittings shall be “lead free” in accordance with Section 1417 of the Federal Safe Drinking Water Act. They shall be certified as meeting ANSI/NSF 372 or Annex G of ANSI/SNF 61.

~~D. The standard horizontal distance between water lines and sanitary sewer lines shall be at least 10 feet. Where a water main and sewer line must cross, the water main shall be at least 18 inches above the sewer line. Separation distances shall be measured from pipe edge to pipe edge. Adherence to all separation requirements included in Sections R309-550-7 and R309-550-12 shall be required unless a written variance is requested and granted from the Utah Division of Drinking Water and Heber City.~~

~~E. Special design and construction considerations in accordance with Section R309-550-5(6) of the Utah Administrative Code shall be required for water mains located in areas of geologic hazard (e.g., slide zones, fault zones, river crossings, etc.)~~

~~F. Surface water crossings are generally prohibited and will only be allowed when no other practical alternatives exist and when specifically approved in writing by the City Engineer. If allowed, surface water crossings shall be designed and constructed in accordance with Section R309-550-8(8) of the Utah Administrative Code.~~

~~G. To provide increased reliability of service and reduce head loss, dead ends shall be minimized by making appropriate tie-ins and “looping” of the water system whenever practical. Where dead-~~

~~end mains do occur (permanent or temporary), a fire hydrant or approved blow-off assembly shall be installed for flushing purposes as directed by the City Engineer. Flushing devices must have the minimum sizes shown on Heber City Standard Drawing "Water-8", but must also be sized to provide a minimum velocity of 2.5 fps in the water main.~~

PART 2 PRODUCTS

2.01 DUCTILE IRON WATER PIPE

A. Ductile Iron Water pipe shall be Class 50 for slip-on joint piping (Class 51 for 4-inch size) and Class 53 for mechanical joint and flanged joint piping.

B. All piping shall conform to AWWA Specification C151 of the latest revision.

C. Pipe joints shall be the push-on rubber gasket type of mechanical joint type with rubber gaskets conforming to AWWA C111 of latest revision or flanged connections conforming to AWWA C115 of latest revision.

D. All Ductile Iron Pipe wall thickness shall conform to AWWA C150.

E. Fittings: Fittings shall conform to AWWA Specification C110, or C153 and shall have mechanical, flanged or push-on rubber gasket joints.

F. Coatings and Linings for Ductile Iron Pipe:

1. All exterior surfaces of pipe and fittings shall be coated with hot coal tar approximately 1 mil thick or polyethylene encasement (AWWA C105) when soils conditions require additional protection.

2. All interior surfaces of pipe and fittings shall be coated with the standard thickness cement mortar lining in conformity with the requirements of AWWA C104

G. Markings:

1. Pipe markings shall include the following, marked continuously down the length:
   a. Manufacturer's Name.
   b. Nominal Size.
   c. Class Pressure Rating.
   d. NSF Logo.
   e. Identification Code.

~~H. Minimum water main size is 8 inches for culinary and 6 inches for secondary irrigation.~~

2.02 POLYVINYL CHLORIDE PIPE (PVC)

A. All PVC pipe used for transmission lines shall be AWWA C900, DR-18 or as determined by the City Engineer. All PVC pipe used for secondary irrigation lines shall be AWWA C900, DR-18 Purple pipe or as determined by the City Engineer.

B. Conformance: All PVC pipe shall conform to the latest revisions of the following specifications.

1. AWWA Spec. C900 (PVC pressure pipe for water).

2. ASTM Spec. D-2241 (Dimensions, Class, SDR, and tolerances).

3. National Sanitation Foundation Testing Laboratories (NFS).

4. Rubber Gasketing shall conform to ASTM F477.

5. Joints in compliance with ASTM D3139.

C. Pipe Dimensions:

1. Standard lengths shall be 20 feet.

2. Wall thickness shall be in accordance with ASTM d-2241.

3. Pipe ends shall be beveled to accept the gasketed coupling (4" and larger).

4. ~~Minimum water main size is 8 inches for culinary and 6 inches for secondary irrigation.~~

D. Couplings and Fittings:

1. For pipelines over 2 inches in diameter, ductile iron fittings in conformance with AWWA C110 or C153 shall be used on PVC pipelines and shall have mechanical, flanged or push-on rubber gasket joints.

2. Where PVC fittings or couplings are used, they shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are to be used.

3. They shall have a minimum pressure rating of 200 psi.

4. Insertion depth of the pipe in the coupling shall be controlled by a gauge mark or mechanical stop in the coupling which will allow for a thermal expansion and contraction.

E. Lubrication: Lubrication shall be water soluble, non-toxic, be non-objectionable in taste and odor imparted to the fluid, be non-supporting of bacteria growth, and have no deteriorating effect on the PVC or rubber gaskets.

F. Concrete Blocking:

1. All fittings at bends and branches in water pipe lines shall be provided with concrete thrust blocking as shown on the Standard Drawings in addition to mechanical restraints.

2. All bolts shall be greased and bends will be wrapped with 8 mil plastic.

3. Blocking shall be of concrete specified in Section 03300, poured in place and shall bear against solid undisturbed earth at the sides and bottom of the trench excavation and shall be shaped so as to not obstruct access to the joints of the pipe or fitting.

4. Blocking is required under all fittings on pipelines of 4 inches in diameter and greater.

2.03 HIGH-DENSITY POLYETHYLENE (HDPE)

A. HDPE pipe shall only be used under certain design conditions with prior approval from City Engineer. All HDPE pipe used for culinary water transmission lines shall be AWWA C906, DR-11 with blue stripe or as determined by the City Engineer. All HDPE pipe used for secondary irrigation lines shall be AWWA C906, DR-11 with purple pipe or as determined by the City Engineer.

B. Conformance: All HDPE pipe shall conform to the latest revisions of the following specifications.

1. AWWA Spec. C906 (Polyethylene (PE) Pressure Pipe and Fittings, 4 In. Through 63 In., for Water Distribution and Transmission).

2. ASTM D-2239 (Standard Spec for Polyethylene (PE) Plastic Pipe), ASTM D2737, ASTM D3035, and F714 (PVC plastic pipe SDR-PR and Class T).

G. Pipe Dimensions:

1. D.I.P.S shall be used unless otherwise stated.

2. Standard lengths shall be 40 or 50 feet.

~~3. Minimum water main size is 8 inches I.D. for culinary and 6 inches I.D. for secondary irrigation.~~

2.04 GATE VALVES

A. Gate valves shall be used for all applications. In cases where there is limited vertical clearance or when the operating nut of the gate valve would be less than three (3) feet from the surface, horizontal gate valves shall be used.

B. Furnish gate valves that conform to the requirements of AWWA C509. ~~for applications less than 14" diameter and AWWA C515 for applications 14" diameter and greater, with cast iron body, bronze mounted, resilient wedge, parallel seat, non-rising stem design with "O" ring seals.~~

C. Operating Direction: Open counterclockwise.

D. Buried Valves: Unless otherwise shown or specified, in line valves shall be of Mechanical Joint connection design for buried service. Flange connections shall be used connecting valves to tees or crosses for buried service.

E. Buried Valves shall have 2" operation nuts.

F. Horizontal gate valves shall have 2:1 beveled gear reduction, unless otherwise approved by the City Engineer.

2.05 BUTTERFLY VALVES ~~(PROHIBITED UNLESS APPROVED BY THE CITY ENGINEER IN SPECIFIC CASES.)~~

~~A. Butterfly valves, if approved, are used when applications are 14" inch diameter or greater.~~

B. Material, in accordance with AWWA C504.

C. Body Type:

1. Valves shall be high strength cast iron ASTM A-126, Class B with 18-8 Type 304 stainless steel body seat.

2. Valve vane shall be mechanically secured with an integral 18-8 stainless steel clamp ring and 18-8 stainless steel nylon locked screws.

3. If mechanical joints are used, the installation shall be per AWWA Specification C111 and accessories (bolts, glands, and gaskets) shall be included.

4. All butterfly valves shall be of the rubber-seated tight-closing type. The rubber seat shall be a full circle 360° seat not penetrated by the valve shaft.

D. Valve Shafts:

1. The valve shaft shall be one piece extending full size through the entire valve and operator with no neckdown, keyways, or holes to weaken it.

2. The valve shaft shall have 304 stainless steel journals rotating in reinforced Teflon bearings.

3. Valves shall have permanently set two-way thrust bearing.

4. Packing shall be "triple-seal" rubber designed for permanent duty in underground service.

E. All valves shall have stainless bolts and zinc coated stainless steel nuts.

F. Flange connections shall be used connecting valves to tees or crosses for buried service.

2.06 VALVE BOXES

A. All buried valves shall be installed with cast iron, 2 piece, sleeve type, with an expanded bell base, 5 1/4 inch shaft valve boxes.

~~A.~~B. All valve nut extensions shall be pinned or otherwise locked to the valve nut.

2.07 TAPPING SADDLES / SLEEVES

A. For tapping saddles used for service connections to plastic pipe, provide full circle saddles. For all other pipe provide double strap bronze alloy, ductile iron, or stainless steel saddles.

B. Provide tapping saddles that have a minimum rated working pressure of 300 psi, neoprene Buna N gaskets, and bronze tapered threads.

C. When approved by Heber City, tapping sleeves may be used for fire lines or other branch branch connections. Tapping sleeves shall be ROMAC Industries SST (or approved equivalent). Tapping sleeves shall not be used for size-on-size applications. The branch line must be at least one nominal pipe size less than the line being connected to. Bricks shall be used for support, not wood shims or any other material.

2.08 SERVICE CONNECTIONS

A. Provide and install according to standard drawings.

B. Service Pipe:

1. Provide single length Polyethylene pipe (copper tube size) with compression fittings. Copper services are not allowed.

2. Locate service taps in the upper quadrant of the main line, approximately at 45 degrees. The minimum distance between taps is 24", with a 5 degree stager. Do not make service taps within 24" of the end of the main line.

3. Service saddles are required on all taps unless indicated otherwise. All water main saddles must be installed with a torque wrench to the torque setting found on the informational tags attached to the saddle body.

4. In subdivision developments, the contractor shall be responsible to furnish and install the corporation type stop and laterals to a point on private property 10 feet past the street right-of-way line.

5. No splices in water services for new service and relocation unless approved by City Engineer.

C. New Meter Boxes: ~~Mueller / Hunt~~ Thermal-Coil Meter Assembly. See the Appendix for alternatives.

~~C.~~

Existing Meter Box Repairs: Double walled plastic can with ring and cover of sufficient strength to withstand H-20 loadings without damage.
Meter Boxes are allowed within the driveway "zone" with prior approval from the Public Works Department. The driveway "zone" shall include the flared driveway approach including five feet either side from the top of the flare. All retrofit of meter boxes within the driveway "zone" shall include shear support at the bottom of the meter box and shall be flush with the concrete surface.

D. Meter Setters: Series 70 manufactured by Ford or Mueller.

E. Service connections greater in size than 2" shall follow the Compound Meter with 2" Bypass details in the latest version of the APWA Standard Plans & Specifications published under the direction of the Utah Chapter of the American Public Works Association. For details on specific meter requirements, contact the Heber City Public Works Department.

F. All materials to be supplied by the Contractor, except for the meter.

2.09 HYDRANT

A. In accordance with AWWA C502 and pattern approved by Owner.

B. 6-inch cast iron hydrant as manufactured by Mueller Centurion 250, ~~or~~ Waterous – Model # WB-67-250, or Clow Medallion.~~.~~

C. Cast-Iron Body Fire Hydrant: Compression type, opening against pressure and closing with pressure, base valve design, 150 psi working pressure, with 1/4" diameter minimum tapping and bronze plug in standpipe.

1. Size: Minimum 5 1/4" valve opening.

2. Direction to Open Hydrant: Left.

3. Size and Shape of Operating and Cap Nuts: Pentagon 1-1/2" point to flat.

4. Hose Nozzles: Two 2-1/2" National Standard Thread, cap, gasket and chain.

5. Pumper Nozzles: One 4-1/2" National Standard Thread, cap, gasket and chain.

6. Depth of Cover: 5'-0" to top of pipe unless indicated otherwise.

7. Connection to Main: O-ring seals and a 6" ASA 125 pound flanged inlet.

8. Pressure: Designed for a working pressure of 175 psi and a hydrostatic pressure of 350 psi.

9. Bottom connection: 6" flanged. Designed to allow the flanges at the sidewalk level to separate when hydrant is sheared off.

10. Automatic drain: Opens as the hydrant is closed.

11. Hydrants shall be provided by the manufacturer with a factory applied red coating. Field painting of hydrants shall not be allowed.

D. Mechanical joint or flanged in accordance with AWWA C110 and AWWA C111.

~~E. Hydrant spacing shall not exceed 500-feet.~~

2.10 FIRE SERVICE

A. All fire service shall be a minimum 3" ductile iron pipe.

B. All fire services are required to install a gate valve at the main line connection and a RP double check backflow valve immediately inside the building. Tracer wire shall be installed along entire length of fire service.

2.11 AIR RELEASE STATIONS

~~A. Air Releases shall be installed at all peaks and sharp changes in gradient with a difference of elevation greater than 15 feet. If the waterline has service connections within the location of the peak or change in the gradient, the air release station may be eliminated at the City Engineers discretion.~~

2.12 BACK FLOW PREVENTORS

A. All irrigation lines connected to culinary system shall have RP backflow devices with 3 chambers, and above ground air release with an air gap.

B. All backflow preventers shall be tested by a certified backflow technician, and a passing test report will need to be provided to the City.

2.13 HARDWARE, ACCESSORIES & BOLT PACKS

A. All hardware, bolt packs, etc. to be buried shall be greased with food grade FM grease and wrapped in 8 mil (min) plastic secured in place using heavy duty adhesive tape.

B. All hardware, piloting, bolt packs, etc. to be exposed (including in manholes and vaults) shall be Stainless Steel unless otherwise approved by the City Engineer.

PART 3 EXECUTION

3.01 PREPARATION

A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare pipe connections to equipment with flanges or unions.

3.02 BEDDING

Refer to Section 02225

3.03 INSTALLATION – PIPE & FITTINGS

A. The bottom of the trench shall be cut flat, true and even to provide uniform bearing for the full length of the pipe barrel.

B. Under no circumstances shall pipe or accessories be dropped into the trench.

C. Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with adjoining pipe to prevent sudden offsets.

D. Pipe bedding and trench backfill shall be as defined in the previous sections.

E. Install fittings, valves, etc., without the use of repair sleeves unless otherwise approved by the Public Works Director. Cut-in fittings, valves, etc., shall be installed with the use of Mechanical Joint by Flange adapters (or other means as necessary) to eliminate the need for repair sleeves.

F. As work progresses, interior of pipe shall be cleared of dirt and other superfluous materials.

G. Trenches shall be kept free from water until pipe jointing has been completed. Pipe shall not be laid when condition or trench or weather is unsuitable for such work.

H. At all times when work is not in progress, all open ends of pipe and fittings shall be securely closed so that no water, earth, or other substance will enter pipe or fittings.

I. Maintain separation of water main and services from sewer piping in accordance with Utah State Code.

J. Install pipe to indicated elevation to within tolerance of 5/8 inches.

K. Install ductile iron piping and fittings to AWWA C600.

L. Route pipe in straight line.

M. Install pipe to allow for expansion and contraction without stressing pipe or joints.

N. Install access fittings to permit disinfection of water system performed under Section 02675.

O. Slope secondary irrigation water pipe and position drains at low points. Drains shall discharge into storm drain system or other stream course that will not adversely impact adjacent properties.

P. Form and place concrete for thrust restraints at each elbow, change of direction, or dead end of pipe main.

Q. Install mechanical joint restraints approved by Heber City at all bends, branches, or dead ends.

R. Establish elevations of buried culinary piping to ensure not less than 5 feet of cover.

S. Establish elevations of buried irrigation piping to ensure not less than 2 feet of cover. Elevation of buried irrigation piping shall be set to match the design elevations and slopes identified in the plans. Survey cut stakes shall be utilized and followed when installing irrigation piping.

T. Install metallic tape continuous over top of pipe buried 12 inches above pipe line.

U. Backfill trench in accordance with Section 02250.

V. Handling Ductile Iron Pipe:

1. Pipe and fittings shall be handled in such a manner as to insure installations in sound, undamaged condition.

2. Particular care shall be taken not to injure the pipe coating and lining. Cement lining in pipe or fittings which is broken or loosened shall be cause for rejection of pipe or fittings.

3. All damaged pipe coating shall be repaired, prior to laying pipe or placing backfill.

4. Repair shall be accomplished by removing all damaged coating, wire-brushing to exposed metal, and applying two coats of coal tar coating of a type and quality to that originally in coating the pipe.

W. Cutting, Cleaning and Inspection:

1. Cutting of pipe for closure pieces or for other reasons shall be done in a neat and workmanlike manner by a method which will not damage the pipe.

2. Before installation, each pipe shall be inspected for defects.

3. All defective, damaged or unsound pipe shall be rejected.

X. Location of Stub Pipes:

1. The location of each stub shall be marked by placing a 2 x 4 marker at the end of the pipe and extending vertically from the end of the pipe to approximately 15 inches above the ground surface.

2. The portion of the 2 x 4 extending above ground, shall be painted as follows:
   a. Green - indicating sewer stub.
   b. Blue - indicating water.

3.04 INSTALLATION - VALVES AND HYDRANTS

A. Set valves on solid bearing.

B. Locate valves on property lines, at each intersection, and not more than 500 feet between.

C. Center and plumb valve box over valve. Set box cover flush with finished grade with concrete collar as per standard drawings.

D. Set hydrants plumb; locate pumper nozzle perpendicular to and facing roadway.

E. Valves located next to fittings shall be connected via flange x flange joints.

F. Anchorages: Provide anchorages for tees, wyes, crosses, plugs, caps, bends, valves, and hydrants. After installation, apply full coat of asphalt or other acceptable corrosion-retarding material to surfaces of ferrous anchorages.

G. On private building fire services, a gate valve must be installed at the property line to isolate the fire service and a detector check valve must be installed where the fire line first enters the building.

3.05 INSTALLATION - SERVICE CONNECTIONS

A. The contractor or home owner must provide and install all parts according to the standard drawings.

B. The Engineer or Public Works Department must inspect the installation before burying or backfilling. The Contractor shall conform to the following requirements before a water meter shall be installed by Heber City:

1. Notify the Water Department at least five working days prior to the time the meter is to be installed and before backfilling.

2. The water lateral should be exposed in the street right-of-way one foot outside the property line, even if the lateral extends onto the property.

3. The end of the house lateral should be within 2 feet of the service lateral.

4. Both laterals should be exposed freely in the center of the excavation.

5. To prevent damage from possible freezing, the water lateral may be covered with materials such as sand, light gravel, straw, insulation, or similar light materials.

6. To establish the correct street right-of-way line, the property line pins or the sidewalk must be in place.

C. All of the above requirements must be complied with to the satisfaction of the City before the water meter will be installed.

D. A service charge will be assessed for crew time when prerequisites are not met before setting a meter. This fee must be paid before the meter installation will be rescheduled.

E. Any required re-setting of the water meter following initial installation shall be done by the City at the expense of the Developer or Contractor.

F. Place meter can in park strip or 1 foot behind sidewalk or on city side of property line, as directed by City Engineer.

G. Install setter no closer than 24" of ground surface.

H. Lids shall be flush with top of sidewalk elevation.

3.06 DISINFECTION OF CULINARY WATER PIPING SYSTEM

A. Flush and disinfect system in accordance with Section 02675.

3.07 TESTING OF WATER PIPING SYSTEMS

A. Test pipeline system in accordance with Section 02660.

3.08 TRACER WIRE INSTALLATION

A. Copper tracer wire to be installed the total length of pipeline with a branch to each tee, cross, and fire hydrant. (See Standard Drawing):

1. Copper wire should be #12 gauge single strand jacketed wire, manufactured for underground service.

2. Wire shall be continuous without breaks. Splices shall be made with petroleum filled wire nut caps.

3. Tracer Wire to be secured to top of pipe at a minimum of every Ten feet, by means other than metallic.

4. Tracer Wire should be brought up in all fire hydrants in culinary water lines, and in the first lateral of each street for pressurized irrigation (not to exceed 500 feet).

B. Perform a continuity test in the presence of the City Inspector prior to paving.

3.09 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with section 02250.

B. If tests indicate Work does not meet specified requirements, remove work, replace, and retest.

END OF SECTION

SECTION 02675

DISINFECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Disinfection of potable water system.

B. Test and report results.

1.02 REFERENCES

A. AWWA A100: AWWA Standard for Water Wells.

B. AWWA B300: AWWA Standard for Hypochlorites.

C. AWWA B301: AWWA Standard for Liquid Chlorine.

D. AWWA C651: AWWA Standard for Disinfecting Water Mains.

E. AWWA C652: AWWA Standard for Disinfection of Water-Storage Facilities.

F. State of Utah: Public Drinking Water Regulations, Part 2, Section 12.

1.03 DEFINITIONS

A. Disinfectant Residual: The quantity of disinfectant in treated water.

B. ppm: Parts per million.

1.04 SUBMITTALS

A. Contractor’s evidence of experience in disinfection.

B. Bacteriological laboratory’s evidence of certification.

C. Disinfection Report: 3 copies including:

1. Date issued.

2. Project name and location.

3. Treatment contractor’s name, address and phone number.

4. Type and form of disinfectant used.

5. Time and date of disinfectant injection started.

6. Time and date of disinfectant injection completed.

7. Test locations.

8. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.

9. Time and date of flushing start.

10. Time and date of flushing completion.

11. Disinfectant residual after flushing in ppm for each outlet tested.

D. Bacteriological Report: 3 copies including:

1. Date issued.

2. Project name and location.

3. Laboratory's name, certification number, address, and phone number.

4. Time and date of water sample collection.

5. Name of person collecting samples.

6. Test locations.

7. Time and date of laboratory test start.

8. Coliform bacteria test results for each outlet tested.

9. Certification that water conforms or fails to conform to bacterial standards of State of Utah public drinking water regulations.

10. Bacteriologist's signature.

1.05 QUALITY ASSURANCE

A. Affidavit by manufacturer that disinfectant conforms to AWWA and NSF standards.

B. Bacteriological Laboratory: Certified by State of Utah.

1.06 PRODUCT HANDLING

A. Store and protect disinfectant in accordance with manufacturer's recommendations to protect against damage or contamination. Do not use unsuitable disinfectant.

B. Follow all instruction labeling for safe handling and storage of disinfectant materials.

1.07 REGULATORY REQUIREMENTS

A. Conform to State of Utah public drinking water regulations.

PART 2 PRODUCTS

2.01 DISINFECTANT

A. Liquid Chlorine: AWWA B301 with chlorine 99.5 percent pure by volume.

B. Sodium Hypochlorite: AWWA B300 with not less than 100 grams per liter available chlorine.

C. Calcium Hypochlorite: AWWA B300 with 65 to 70 percent available chlorine by weight in granular form.

D. Powder, tablet, or gas according to manufacturer's specification.

PART 3 EXECUTION

3.01 PREPARATION

A. Disinfect the potable water pipelines prior to pressure testing if connected to an existing system.

B. Unless waived by the City Engineer for retrofit/reconstruction projects, all water system components (including service connections) within the section of pipeline being tested must be complete before the testing is performed.

C. Ensure that the pipeline to be disinfected is isolated from the existing system.

D. Follow all guidelines set forth in AWWA C651.

3.02 DISINFECTION OF WATER LINES

A. Use one of the approved chlorination methods in AWWA C651.

B. Chlorination shall provide a minimum of 25 ppm residual after 24-hours contact in the pipeline. In general, this residual may be expected with an application of 50 ppm although some conditions may require more.

C. If calcium hypochlorite granules are used, granules shall be placed at the upstream end of the first section of pipe, at the upstream end of each branch main, and at 500 foot intervals. The quantity of granules shall be shown in table below, where D is the inside diameter in feet.

PIPE SIZE (inches)	CALCIUM HYPOCHLORITE GRANULES (oz)	CALCIUM HYPOCHLORITE GRANULES (g)
4	1.7	48
6	3.8	108
8	6.7	190
10	10.5	298
12	15.1	428
14 and larger	D^2 x 15.1	D^2 x 428

D. During the process of chlorinating the pipeline all valves and other pipeline appurtenances shall be operated several times to provide sufficient contact with the chlorinating agent.

E. See Section 02660 3.02 H for requirements of potable service lines.

3.03 DISINFECTION OF CULINARY WELLS

A. Use one method defined under AWWA A100 as approved by City Engineer.

B. Do not start disinfection until well is thoroughly cleaned.

C. Use a disinfecting solution containing a minimum of 50 ppm residual chlorine.

3.04 DISINFECTION OF WATER STORAGE RESERVOIRS

A. Use one method defined under AWWA C652, as approved by City Engineer.

B. Do not start disinfection until water storage tank is thoroughly cleaned.

C. Provide and use necessary safety equipment for workers in contact with disinfectant or gasses they may produce.

3.05 QUALITY CONTROL - BACTERIOLOGICAL TEST

A. No samples for testing shall be taken sooner than 24 hours after system flushing.

B. At least one set of samples shall be collected from every 1,200 feet of new water main, plus one set from the end of the line and at least one set from each branch. Sample water at each of the following locations, as applicable:

1. Where water enters system, including each source.

2. Ends of piping runs.

3. Remote outlets.

C. Analyze water samples in accordance with State of Utah requirements. Two (2) samples, 24 hours apart, will be taken at each location.

D. If bacteriological test proves water quality to be unacceptable, repeat system treatment.

E. Water systems shall not be accepted or placed into service until a negative bacteriological test is made on water taken. Repeat dosing as necessary until a negative test is obtained. Provide a copy of the negative bacteriological test to City Engineer.

F. The Public Works Department will perform bacteriological sampling on all new water distribution system infrastructure intended to become part of the community's water system. All locations for sampling will be determined by water department personnel. The cost for each sample will be billed to Developer / Contractor. Payment for testing shall be made before results will be released by the City.

3.06 FLUSHING AND DISPOSAL OF DISINFECTANT

A. After the 24 hour retention period, flush the chlorinated water from the main until chlorine measurements show the concentration in the water leaving the main is no higher than that generally prevailing in the system or is acceptable for domestic use.

B. Legally dispose of disinfecting water and ensure no chlorine buildup or damage to the environment. Unless otherwise approved by the Public Works Director, disinfecting water shall not be discharged onto the ground. Disinfecting water shall normally be discharged into a holding container or water truck where the chlorine concentration level shall be brought down to an acceptable level prior to discharge per the direction of the Public Works Director through the use of de-chlorination tablets or other acceptable reducing agents.

C. Failing to flush the line may require Contractor to replace all gaskets and valves within the system at Contractor's expense.

D. Flushing shall be accomplished through hydrants or, if a hydrant does not exist at the end of the line, the Contractor shall install a tap of sufficient size to provide for a 2.5 foot per second flushing velocity in the line. When flushing water service lines, all water meter vault inlets and/or ball valves shall be flushed of all disinfectant.

E. The following flow quantity required to provide a 2.5 foot per second flushing velocity:

PIPE SIZE (In.)	FLOW (gpm)
4	100
6	220
8	390
10	610
12	880
16	1567

END OF SECTION

SECTION 02720

SANITARY SEWER AND STORM DRAIN SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The requirements for pipe material and installation in sewer and drainage collection systems. All materials and workmanship shall strictly comply with the Utah State Plumbing Code.

1.02 REFERENCES

A. Section 02660: Pipeline Testing.

B. AASHTO-291: Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

C. ASTM D 1248: Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.

D. ASTM D 2239: Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Inside Diameter.

E. ASTM D 2321: Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.

F. ASTM D 2657: Standard Recommended Practice for Heat Joining of Thermoplastic Pipe and Fittings.

G. ASTM D 2774: Standard Recommended Practice for Underground Installation of Thermoplastic Pressure Piping.

H. ASTM D 3261: Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.

I. ASTM D 3350: Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.

J. ASTM F 405: Standard Specification for Corrugated High Density Polyethylene (PE) Tubing and Fittings.

K. ASTM F 667: Standard Specification for Large Diameter Corrugated High Density Polyethylene Tubing and Fittings.

L. ASTM F 1055: Standard Specification for Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and Tubing.

M. ASTM C 1479: Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations.

1.03 DEFINITIONS

A. Standard Dimension Ratio (SDR): Average diameter of pipe divided by the minimum wall thickness. The diameter may be either inside or outside measurement depending upon which standard is referenced.

B. Code Designation: A rating of polyethylene pipe materials by the Plastic Pipe Institute. The designation PE 3408 designates the type of plastic pipe (PE), the grade (34), and the hydrostatic design stress measured in units of 100 psi (08).

1.04 SUBMITTALS

A. Manufacturer's affidavit certifying product was manufactured, tested and supplied in accordance with applicable references in this section together with a report of the test results and the date each test was completed.

PART 2 MATERIALS

2.01 REINFORCED CONCRETE SEWER AND STORM DRAIN PIPE

A. Reinforced concrete pipe shall be used for all sanitary sewers and storm drains where installation does not provide a cover of at least 2 feet over the top of the pipe.

B. Reinforced concrete pipe shall comply with the requirements of ASTM C76-109 with bell and spigot rubber gasket type joints for sanitary sewers and the alternate option of tongue and groove mortar joints for storm drain lines.

~~C. Minimum storm drain size is 18 inches, minimum sewer main size is 8 inches.~~

2.02 ~~CORRUGATED METAL STORM DRAINCULVERT PIPE~~

~~A. Galvanized or aluminized steel~~

~~1. Material according to ASTM A-929.~~

~~2. Pipe according to AASHTO M-36.~~

~~3. Design according to ASTM A-796.~~

~~4. Installation according to ASTM A-798.~~

~~B. Asphalt dipped according to ASTM A-849.~~

~~C. Pipe shall be Galvanized, Aluminized, or Asphalt dipped as required by City Engineer.~~

~~D. Minimum No. 14 gage plate thickness.~~

~~E. Pipe must be a minimum of 18 inches.~~

2.03 SUBSURFACE DRAIN PIPE

A. Pipe

1. Perforated PVC (ASTM D-1784).

2. Perforated Concrete Sewer Pipe (AASHTO M-86 & M-170).
3. Corrugated polyethylene piping (ASTM F-405-77a).

B. Bedding shall be drain rock.

2.04 PLASTIC SEWER PIPE

A. This specification covers rigid polyvinyl chloride pipe and fittings, hereinafter called PVC pipe and PVC fittings. The pipe and fittings shall meet or exceed all of the requirements of ASTM Specification D3034 and ASTM F679.

B. Samples of pipe, physical and chemical data sheets shall be submitted to the City Engineer for approval and his approval shall be obtained before pipe is purchased.

C. This pipe shall be homogeneous throughout and free form cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform as commercially practical in color.

D. Physical Requirements

1. All PVC sewer pipe and fittings shall be made from clean, virgin, Type 1, Grade 1, PVC and minimum SDR-35 (PS46), conforming to ASTM resin specification D-1784. SDR-26 (PS115) or thicker (including fittings) shall be used for depths exceeding 12 ft measured from the top of the pipe, unless otherwise approved by the City Engineer.

~~2. All sewer pipe installed between manholes shall be of the same SDR and/or classification and shall be the highest classification required along the section.~~

~~3.~~2. All pipe joints shall be bell and spigot type with rubber ring gasket to permit expansion and contraction.

~~4.~~3. Pipe and fittings must be assembled with a nontoxic lubricant.

~~5.~~4. All pipe shall be less than 20 feet in length.

~~6.~~5. Spigot ends will have 15° tapered end with a memory mark around the diameter of the pipe to indicate proper insertion depth.

~~7.~~6. Wyes shall be of the same material as the pipe and in no case shall have thinner walls than that of the pipe furnished.

~~8.~~7. Sample wyes must be submitted for the City Engineer's approval and his approval must be obtained before purchase of the wyes.

~~9. Minimum sewer main line size is 8 inches.~~

2.05 HIGH DENSITY POLYETHYLENE STORM DRAIN PIPE (HDPE)

A. Smooth pipe systems

1. Material: Polyethylene code designation PE 3408 as rated in ASTM D 2239 with a minimum ASTM D 3350 cell classification of 345434C, and an SDR or pressure class rating as indicated.

2. Fittings: Manufactured of same resin as the pipe.

3. Joints:
   a. Thermally welded butt fusion in accordance with ASTM D 3261.
   b. Flanged in accordance with ASTM D 2657.

c. Ultra high molecular weight electrofusion tape with a polyethylene coupler meeting ASTM F1055 requirements.

4. Nuts and Bolts: Carbon steel machined heavy hex heads, Class 2 fit in accordance with ASTM A 307; Grade B, threads in accordance with ASME B1.1 Tape wrap steel materials for protection against corrosion after piping installation.

B. Corrugated Pipe Systems

1. Material: "High density polyethylene pipe shall be smooth lined and meet the requirements of AASHTO M294 Type S."

2. Material: Polyethylene, in accordance with ASTM F 405 or ASTM F 667, Type III, Category 4 or 5, Grade P33, Class C, or Grade P34, Class C as defined by ASTM D 1248.

3. Material: Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2881, Section 5 and AASHTO M330, Section 6.1

4. Fittings: Manufactured of same resin as the pipe.

a. Polypropylene fittings shall conform to ASTM F2881 or AASHTO M330. Bell and spigot connections shall utilize a welded or integral bell and valley or inline gaskets meeting the watertight joint performance requirements of ASTM D3212.

5. Joints: Bell and Spigot Type.

a. Polypropylene joints shall be joined using bell & spigot joints meeting the requirements of ASTM F2881 or AASHTO M330. The joint shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477.

C. Pipe Markings

1. Mark pipes continuously to identify:
a. Manufacturer's name (or trade mark) and code.
b. Nominal size.
c. Polyethylene code designation.
d. SDR rating. (Not applicable to corrugated polyethylene.)
e. Date of manufacture.
f. Pressure class. (Not applicable to corrugated polyethylene.)
g. ASTM or AWWA designation number.

~~D. All storm drain sewer pipe must be a minimum of 18-inch in diameter for main lines.~~

2.06 SEWER LATERAL CONNECTIONS

A. All sewer lateral connections to new sewers shall be through preformed wyes.

B. Connections to existing sewers will be done with a sewer tapping machine as shown in Standard Drawings and use a Romac CB sewer saddle. “Inserta Tee” may be used only with prior approval from the Public Works Director and only on sewer laterals 10” and larger. All installations of “Inserta Tee” must be witnessed, inspected, and certified by authorized City agents.

C. Sewer laterals and fittings shall be constructed of a minimum of SDR 35 PVC. When SDR 35 PVC is used, a poured-concrete support, at least 4-inches thick and at least 4-inches beyond the

sides of the fitting, shall be placed under the wyes. SDR-26 PVC shall be used for depths exceeding 12 ft, measured from the top of pipe, unless otherwise approved by the City Engineer. All laterals shall have a minimum size of 4-inches.

~~D. 6-inch laterals shall connect into the main line through sewer manholes.~~

PART 3 EXECUTION

3.01 PIPE LAYING

A. All sewer pipe installation shall proceed up grade on a stable foundation with joints closely and accurately fitted.

~~1. Grade shall not be less than slope required for a full pipe to maintain 2 foot per second velocities.~~

B. Gaskets shall be fitted properly in place and care shall be taken in joining the pipe units to avoid twisting of gaskets.

C. Joints shall be clean and dry and a joint lubricant, as recommended by the pipe supplier, shall be applied uniformly to the mating joint surfaces to facilitate easy positive joint closure.

D. If adjustment of position of a pipe length is required after being laid, it shall be removed and rejointed as for a new pipe.

E. When laying is not in progress, the ends of the pipe shall be closed with tight fitting stopper to prevent the entrance of foreign material.

F. In addition to the above requirements all pipe installation shall comply to the specific requirements of the pipe manufacturer.

G. HDPE shall be installed as per manufacturer's instructions, ASTM D 2321 or ASTM D 2774 as applicable.

1. A minimum of 2 ft bury depth under paved areas for HDPE and PP pipe is required. Installation under non-paved areas, shall be installed per manufactures recommendations

H. Pipe shall be air tested per state regulations.

I. Concrete collars are required at all storm drain pipe connections to manholes or inlets. The concrete collar shall seal the storm drain pipe to the manhole or inlet.

J. All sewer repairs or joints that abut without a bell and spigot or mechanical joint shall use an approved gasketed solid sleeve, a"Fernco Stainless Steel Shear Ring", or a "Shear Guard" with concrete support saddle.

3.02 GRAVEL FOUNDATION FOR PIPE

A. Refer to Section 02225.

3.03 BEDDING

A. Refer to section 02225.

3.04 COMPACTION

A. Refer to Section 02250.

END OF SECTION

SECTION 02772

PONDS & SUMPS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clear pond site and dispose of debris and unsuitable material.

B. Materials for dike.

1.02 REFERENCES

A. AASHTO M 145: Recommended Practice for the Classification of Soils and Soil-Aggregate Mixtures of Highway Construction Purposes.

1.03 SUBMITTALS

B. Laboratory analysis report of fill to be used in dikes in accordance with the sections referenced in this section and AASHTO M 145.

1.04 PERFORMANCE REQUIREMENTS

A. Protection: Do not contaminate embankment materials with debris or unsuitable material. Protect existing improvements, trees, structures or other items from damage during construction.

B. Dust Control: Thoroughly moisten all surfaces to prevent dust being a nuisance to the public, neighborhood, and concurrent performance of separate work on site.

C. Testing: 1 density test for each 100 square yard lift of backfill compacted in the Work.

1.05 JOB CONDITIONS

A. Do not interrupt surface drainage systems at site without City Engineer's approval.

B. Correct any damage caused by runoff or erosion during construction.

PART 2 PRODUCTS

2.01 BACKFILL SOILS

A. Native Fill: In accordance with Section 02205.

B. Common Fill: In accordance with Section 02205.

C. Select Fill: In accordance with Section 02206.

D. Impermeable Embankment: A-6 (CL) or A-4 (CL) material as defined in AASHTO M 145 with a plasticity index of at least 10, and a coefficient of permeability of less than 7 x 10-6 cm/sec.

E. Obtain City Engineer's approval of the material to be supplied prior to beginning construction.

2.02 GEOTEXTILE MATERIALS

A. Nonbiodegradable sheet material that is inert to soil chemicals, resistant to molds, mildew, acids and alkalies, and within a pH range of 3 to 12.

B. Sumps and Drain Fields: Geotextiles used as a separation layer between angular stone and fill or between stone and sump manhole/perforated pipe to prevent fines intrusion shall be AASHTO M288 Class 2 Non-Woven material (i.e. Mirafi 180 N, Contech C-70NW, etc.)

PART 3 EXECUTION

3.01 DETENTION AND RETENTION PONDS & SUMPS

~~A. Ponds shall be designed as attractive and usable spaces; i.e. depths 5 feet or less where feasible, appropriate landscaping, and elements that eliminate standing water and low flow impacts as required by the City Engineer.~~

~~B. Freeboard: 2 foot on dikes, 1 foot on excavations.~~

~~C. Slopes: 5:1 maximum side slopes on two or more sides, 4:1 maximum slopes on remaining sides, minimum 1% bottom slope.~~

~~D. Landscaping: Grass or other suitable landscaping materials should be used and irrigation systems installed. Developers will be required to escrow funds to landscape ponds when located on private lots for future reimbursement to the owner who completes the landscaping.~~

~~E. Easements: Provide minimum 20-foot easements for pipelines and access to maintain ponds. When located on private property, provide an easement over the pond area and 10 feet beyond the pond top of slope perimeter. Pond easements shown on subdivision plats shall be labeled with dimensions to facilitate relocation.~~

~~F. Detention ponds shall be designed for a minimum of a 25 year, maximum storm during a 24 hour period, a release rate of 0.1 cfs per acre, and provisions for an emergency overflow that will avoid flood damage to surrounding properties.~~

~~G. Retention ponds will be allowed if no suitable discharge point exists for conveying storm water away from the site. These ponds shall be designed for a minimum of a 100 year, maximum storm during a 24 hour period with appropriate features for maintaining water quality and percolating water into the ground. Percolation test results shall be provided and ponds shall be designed with sumps to completely drain within a 72 hour period unless otherwise approved by the City Engineer.~~

~~H. Pond inlets and outlets shall have trash racks or grates installed. A storm water pretreatment device, approved by the City, shall be installed upstream of the pond or sump inlets. When required, developments shall install a "Stormceptor" or approved equal pollutant removal device per City policy. When "Stormceptor" units are not required, a "Snout" or approved equal oil separator device shall be installed.~~

~~I. Soil infiltration rates shall be verified by a certified percolation test at or near the location(s) which require storm water infiltration into the ground. A safety factor of two (2) shall be added to the final stabilized percolation rate used in the calculations to size storm water facilities.~~

3.02 EXCAVATION AND PREPARATION

A. In accordance with Section 02225.

B. Remove and stockpile all topsoil material for later placement on the outer dike surfaces.

C. Level areas where dikes are to be constructed. Unless indicated otherwise scarify the top 12" of the base material and compact to a minimum Standard Proctor of 92 percent in accordance with Section 02250.

3.03 EMBANKMENT CONSTRUCTION

A. Compact backfills to an average Standard Proctor density of 96 percent in accordance with Section 02250 with no single density reading less than 92 percent.

B. Place embankment materials in lifts consistent with the compaction equipment used.

C. Do not construct embankment with frozen or unapproved material.

D. Top of bank shall not be less than 10' wide with a 2% slope toward pond.

E. Overflow shall be provided by safety weir or a 5 fps max overflow outlet.

3.04 TOLERANCES

A. Dike Surface: Plus or minus 1" from true line and grade.

B. Dike Width: Plus or minus 6" from true line and grade.

3.05 FINISHING

A. After pond and slopes have been constructed to the lines and grades indicated, spread topsoil 6" deep on pond surfaces and grade to uniform slope.

B. Pond shall be landscaped and irrigated as approved by the City Engineer.

C. Dispose of excess or unsuitable materials and level all affected areas.

D. Leave site free of excess fill material and debris.

END OF SECTION

SECTION 02832

FENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Chain Link Fence.

B. Wood Fence.

C. Construction Fence.

1.02 RELATED SECTIONS

A. Section 03304: Concrete anchorage for posts.

1.03 REFERENCES

A. ASTM A116: Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric.

B. ASTM A123: Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.

C. ASTM A392: Zinc-Coated Steel Chain-Link Fence Fabric.

D. ASTM F567: Installation of Chain-Link Fence.

E. ASTM F573: Residential Zinc-Coated Steel Chain Link Fence Fabric.

F. ASTM F1083: Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence structures.

G. ASTM F1234: Protective Coating on Steel Framework for Fences.

1.04 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM F567.

PART 2 PRODUCTS

2.01 CHAIN LINK FENCE MATERIAL AND COMPONENTS

A. Framing (Steel): ASTM F1083 Schedule 40 galvanized steel pipe, welded construction, coating conforming to ASTM F1234 Type A on pipe exterior and interior.

B. Fabric Wire (Steel): ASTM A392 zinc coated wire fabric.

C. Concrete: Type specified in Section 03304.

D. Line Posts: 1.9 inch O. D. galvanized pipe at 2.72 lbs per foot.

E. Corner, Gate, Pull, and Terminal Posts: 2.4 inch O.D. galvanized pipe at 2.65 lbs. per foot.

F. Top Rail: 1.4 inch diameter, plain end, sleeve coupled.

G. Brace Rail: Minimum 1.6 inch O.D. galvanized pipe and adjustable 3/8 inch truss

H. Tension Wire: 7 gage, Bottom only.

2.02 WOOD FENCE MATERIAL AND COMPONENTS

A. Slats: Redwood, cedar, combed spruce or other wood covering acceptable to the City Engineer or his representative.

B. Bottom and top rail: Minimum 2x4x8 cedar stud.

C. Corner, Gate, End, or Line Posts: Minimum size 4x4 cedar wood post.

D. Concrete: Type specified in Section 03304.

2.03 CONSTRUCTION FENCE MATERIAL AND COMPONENTS

A. Material:

1. Fabric to be wire mesh which shall conform to AASHTO Designation M-279, nominal 0.9999-inch Farm Grade with standard six (6) inch graduated spacing. The wire mesh shall have a Class 1 zinc coating.

2. Corner, gate, end or line posts shall be painted metal tee, U or Y channel, angular, or other approved shapes 6'6" in length.

PART 3 EXECUTION

3.01 CHAIN LINK FENCE INSTALLATION

A. Line Pole Spacing, Straight run, tangents or curves:

1. Uniform spacing. Maximum 10 feet.
2. 100-foot radius or less, maximum 5 feet.
3. 100 to 200 foot radius, maximum 6 feet.
4. 200 to 500 foot radius, maximum 8 feet.

B. Set posts plumb, in concrete footings with top of footing 2 inches above finished grade. Slope top of concrete for water runoff.

C. Line Post Footing: Minimum 6 inches of concrete below bottom of post, 8 inches in diameter.

D. Corner, Gate, Pull, and Terminal Post Footing: Minimum 6 inches of concrete below bottom of post, 10 inches in diameter. Changes in line of more than 30 degrees shall be considered as corners.

E. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.

F. Provide top rail through line post tops and splice with 6 inch long rail sleeves.

G. Do not stretch fabric until concrete foundation has cured 7 days.

H. Stretch fabric between terminal posts or at intervals of 500 feet maximum, whichever is less.

I. Position bottom of fabric 2 inches above finished grade and on a straight grade between posts. Excavate if necessary, fill only with approval of City Engineer.

J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

K. Fence fabric shall be placed on road side of posts unless otherwise indicated.

3.02 WOOD FENCE INSTALLATION

A. Construction Methods: The cedar posts shall be set true to line and grade in concrete bases at least two (2) feet in depth. All posts shall be sound and free from all decay, splits, multiple cracks, or any other defect which would weaken the posts or otherwise cause them to be structurally unsuitable for the purpose intended.

B. The maximum distance between posts in any section shall not exceed eight (8) feet. The top and bottom railing shall be securely fastened to the posts with galvanized nails or other acceptable means. Changes in line of 30 degrees or more shall be considered as corners. A minimum of six (6) inches of concrete shall be provided below the bottom of each post. End posts, corner posts, and gate posts shall have a concrete base at least twelve (12) inches in diameter. Bases for line posts shall also be twelve (12) inches in diameter.

C. Fence slats shall be placed on the roadway side of posts unless otherwise specified. The slats shall be placed approximately one (1) inch above the ground, and on a straight grade between posts by excavating high points of the ground. Filling depressions will be permitted only upon approval of the City Engineer. The slats shall be sound and free from all major decay or defects which would weaken or otherwise cause them to be unsuitable for fence slats. Fastening to top and bottom railing shall be done with two (2) galvanized nails and screw at both the top and bottom rail.

3.03 CONSTRUCTION FENCE INSTALLATION

A. Construction Methods:

1. Metal fence posts shall be a spaced a maximum interval of sixteen (16) feet. Posts spacing measurements shall be made parallel to the ground slope. All posts shall be placed in a vertical position. Metal posts may be installed by driving, if this can be done without damage to the post. Otherwise, they shall be installed to the specified depth (2'6") in larger drilled or dug holes and backfilled and compacted.

2. Corner posts shall be braced in two directions. End and gate posts shall be braced in one direction.

3. Wire mesh fabric shall be drawn tight enough to eliminate all sag without causing the “tension crimps” to fail to function.

4. Any high points along the ground surface which interfere with the placing of wire mesh shall be excavated to provide at least two (2) inches of ground clearance.

5. Every alternate lateral wire in the mesh fabric shall be fastened to each post by means of a clamp.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Reinforcing steel bars, wire fabric or rod mats for cast-in -place concrete.

B. Support chairs, bolsters, bar supports, and spacers for supporting reinforcement.

1.02 REFERENCES

A. AASHTO M 254: Standard Specification for Corrosion Resistant Coated Dowel Bars.

B. ACI 301: Specifications for Structural Concrete for Buildings.

C. ACI 315: Details and Detailing of Concrete Reinforcement.

D. AASHTO M-32: Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

E. AASHTO M-55: Standard Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.

F. AASHTO M-55: Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

G. ASTM A 706: Standard Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement.

H. AWS D1.1: Structural Welding Code Steel.

I. AWS D1.4: Structural Welding Code Reinforcing Steel.

J. CRSI Document: Manual of Standard Practice.

1.03 SUBMITTALS

A. Shop drawings.

1. Indicate sizes, spacing, locations, and quantities of reinforcing steel, wire fabric, bending and cutting schedules, splicing, stirrup spacing, supporting, and spacing devices.

2. When required by Engineer, prepare shop drawings by an engineer who complies with Utah licensing law and is acceptable to Engineer.

1.04 QUALITY ASSURANCE

A. Perform concrete reinforcement work in accordance with CRSI Manual of Standard Practice.

B. Comply with ACI 301.

C. Welders: AWS D1.1 or AWS D1.4 as applicable.

PART 2 PRODUCTS

2.01 MATERIALS

A. Reinforcing Steel: In accordance with AASHTO M-31 or ASTM A 706 deformed bars, grade and type as indicated, including supplementary requirements S1, either uncoated or as indicated. When no grade is indicated use 60 grade steel. Use ASTM A 706 steel if welding is indicated or allowed.

B. Welded Steel Wire Fabric: In accordance with AASHTO M-55 plain type; in flat sheets or coiled rolls either uncoated or as indicated.

C. Stirrup Steel: In accordance with AASHTO M-32.

D. Plain Dowel Bars for Expansion Joints: In accordance with AASHTO M-31, Grade 60.

1. Provide metal dowel cap at one end of dowel to permit longitudinal movement of dowel within concrete section. Design caps with 1 end closed.

2. Provide for movement equal to joint width plus ½".

3. For load transfer bars, paint with 1 coat of lead or tar paint conforming to AASHTO M 254 and coat ½ with grease.

2.02 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed type or a patented system accepted by Engineer.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete.

2.03 FABRICATION

A. Fabricate reinforcement in accordance with ACI, providing for the concrete cover specified in Section 03304.

B. Locate reinforcing splices not indicated on drawings at points of minimum stress. Indicate location of splices on shop drawings.

C. Weld reinforcing bars in accordance with AWS D1.4.

PART 3 EXECUTION

3.01 PLACING

A. All reinforcement to be free of loose mill scale, loose or thick rust, dirt, paint, oil or grease.

B. Place all reinforcement in the exact position indicated. With tie wire tie bars together at alternate intersections.

C. Maintain the distance from vertical forms and between layers of reinforcement by means of prefabricated chairs, ties, hangers, or other approved devices. Placing and fastening of reinforcement in each section of the Work must be approved by Engineer before concrete is

placed.

D. Overlap sheets of metal mesh one square plus 6" to maintain a uniform strength. Securely fasten at the ends, edges, and support to maintain clearances.

E. Support reinforcing steel of formed flat slabs with metal chairs, precast concrete blocks or other slab bolsters. Size chairs or bolsters to position the steel in the exact location indicated. Space chairs for supporting the top steel and bolsters for supporting the bottom steel not more than 5 feet on centers in each direction. Plastic or epoxy coat that portion of the metal support in contact with the forms to prevent rust. Tie down deck steel to beams or forms at regular intervals of not more than 5 feet on centers along the beams or forms to prevent movement of the steel during placement of the concrete.

3.02 SPLICING

A. Furnish all reinforcement in the full lengths indicated unless otherwise permitted. Splicing of bars, except where indicated is not permitted without written approval from Engineer. Stagger splices where possible.

B. Unless indicated otherwise, overlap reinforcing bars a minimum of 30 diameters to make the splice. In lapped splices, place the bars and wire in such a manner as to maintain the minimum distance for clear spacing to the surface of the concrete.

C. Do not use lap splices on bars greater in diameter than No. 11 unless approved by Engineer.

D. Weld reinforcing steel only if indicated or if authorization is made by Engineer in writing. Weld in conformance to AWS D1.4.

E. Do not bend reinforcement after embedding in hardened concrete, unless permitted by Engineer.

F. Do not permit reinforcement or other embedded metal items bonded to the concrete, to extend continuously through any expansion joint, except dowels in floors bonded on only one side of joints.

3.03 PLACING EMBEDDED ITEMS

A. Place all sleeves, inserts, anchors and embedded items prior to concrete placement. Fill voids in embedded items temporarily with readily removable material to prevent entry of concrete.

B. Give all trades whose work is related to the concrete section ample notice and opportunity to introduce and/or furnish embedded items before concrete placement.

END OF SECTION

SECTION 03216

CONCRETE STRUCTURES, DRIVEWAY, SIDEWALK, CURB AND GUTTER

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Materials, installation and tolerances for Portland cement concrete ramps, sidewalk, curbs, gutters, and driveway approaches.

1.02 SUBMITTALS

A. Concrete mix design must be submitted 48 hours before placement and physical-chemical analysis of aggregates, in accordance with Section 03304.
B. Test reports: Submit test reports as requested by Engineer verifying compliance with standards.

PART 2 PRODUCTS

2.01 BACKFILL MATERIALS

A. Common fill, in accordance with Section 02205.

B. Select fill, in accordance with Section 02206.

2.02 MATERIALS: Materials used in Portland cement concrete and reinforcing of Portland cement concrete shall meet the following requirements:

A. In accordance with Section 03304.

B. Reinforcing Steel: All bar material used for reinforcement of concrete shall be intermediate grade steel conforming to the requirements of ASTM Designation A-15 and shall be deformed in accordance with ASTM Designation A-305.

C. Welded Wire Fabric: Welded wire fabric for concrete reinforcement shall conform to the requirements of AASHTO M-55.

2.03 FORMS

A. Forms shall be substantially built and adequately braced so as to withstand the liquid weight of concrete. All linings, studding, walling and bracing shall be such as to prevent bulging, spreading, or loss of true alignment while pouring and displacement of concrete while setting.

B. Metal forms shall be used for curb and gutter work except at curves and on winding roads, unless continuous lay down machine is used, or as directed by city engineer.

C. Continuous curb lay down machine shall be used on all winding roads over 100 feet long, unless otherwise approved by City Engineer.

D. All edge forms for sidewalk pavements, curbs and gutters shall be of sufficient rigidity and adequately braced to accurately maintain line and grade.

E. Forms for curved sections shall be so constructed and placed that the finish surface of walls,edge of sidewalks, or curbs and gutters will not deviate appreciably from the arc of the curve.

F. Exposed vertical and horizontal edges of the concrete in structures shall be chamfered by the placing of moldings in the forms.

2.04 PORTLAND CEMENT CONCRETE

A. In accordance with Section 03304.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine surfaces scheduled to receive concrete form work for defects that will adversely affect the quality of the work and be out of compliance with tolerances for installation of concrete material.

B. Do not start work until unsatisfactory conditions are corrected.

3.02 PREPARATION

A. A minimum slope of 0.5 % shall be maintained on all concrete used for drainage purposes unless discussed with and approved by the City Engineer.

B. Joining to Existing Concrete: Cut existing concrete to provide a straight line. Make all cuts at score lines or expansion joints. If existing adjacent concrete slabs not scheduled for replacement are damaged by Contractor's operation, replace concrete at no additional cost to City. When connecting to existing curb and gutter or waterways, the existing concrete shall be drilled and dowels inserted to make the connection.

C. Subgrade: A soils classification, as determined by AASHTO T-27 shall be made on the proposed subgrade and the following preparation schedule shall be followed based on that classification:

Sidewalk, Curb and Gutter, and Driveway Subgrade Preparation Schedule

SOIL CLASSIFICATION	REQUIREMENT
A-1 or A-2	The subgrade shall be moistened and compacted in accordance with Section 02250.
A-3 or A-4	The subgrade shall be over excavated a minimum of 12inches and replaced with select granular material and be moistened and compacted in accordance with Section 02250.
A-5, A-6, or A-7	The subgrade shall be over excavated a minimum of 18 inches, replaced with select granular material, and be moistened and compacted in accordance with Section 02250.

1. No organic material, soft clay, spongy material, or other deleterious material will be permitted in the scarified or imported subgrade layer.

2. Rough subgrade shall be shaped and graded at least 6 inches beyond the back of the sidewalk to within a tolerance of 0.10 feet of design grade and drainage shall be maintained at all times.

D. Compaction: As indicated, in accordance with Section 02250.

E. Select Backfill: Unless indicated otherwise, provide 6" minimum of select fill below curbs, gutter, driveway approaches, alley intersections, and sidewalks.

F. Reinforcement and Embedded Items

1. Reinforcing steel shall be clean and free from rust, scale, paint, grease, or other foreign matter which might impair the bond. It shall be accurately bent and shall be tied to prevent displacement when concrete is poured. Reinforcing steel shall be held in place by only metal or concrete ties, braces and supports. No steel shall extend from or be visible on any finished surface.

2. The Contractor shall use concrete chairs for holding the steel away from the subgrade and spreader or other type bars for securing the steel in place. The spreader bars shall be not less than 3/8 inch in diameter.

G. Site Preparation

1. Before batching and placing concrete, all equipment for mixing and transporting the concrete shall be cleaned.

2. All debris and ice shall be removed from the places occupied by the concrete.

3. Forms shall be thoroughly wetted (except in freezing weather), or oiled.

4. Masonry filler units that will be in contact with concrete shall be well drenched (except in freezing weather).

5. Reinforcement shall be thoroughly cleaned of ice or other coatings.

6. Water shall be removed from spaces to receive concrete.

3.03 CONCRETE PLACEMENT

A. Place in accordance with Section 03310.

B. No concrete shall be placed until the surfaces have been approved by the City Inspector.

C. When placing concrete on earth surfaces, the surfaces shall be free from frost, ice, mud, and water.

D. When the subgrade surface is dry soil or pervious material, it shall be sprayed with water immediately before placing of concrete or shall be covered with a plastic membrane.

E. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to re-handling or flowing.

F. The concrete placing shall be carried on at such a rate that the concrete is at all times plastic and flows readily into the corners of forms and reinforcing bars.

G. No concrete that is partially hardened or been contaminated by foreign material shall be deposited in the work, nor shall retempered concrete be used.

H. All concrete in structures shall be vibrator compacted during the operation of placing and shall be thoroughly worked around reinforcement and embedded fixtures and into the corners of forms.

I. Placing concrete in cold weather:

1. No concrete shall be placed where the air temperature is lower than 40 degrees Fahrenheit, at a location where the concrete cannot be covered or protected from the surrounding air.

2. When concrete is placed below a temperature of 35 degrees Fahrenheit the ingredients of the concrete shall be heated so that the temperature of the mixture shall not be less than 50 degrees or more than 100 degrees Fahrenheit.

3. Before mixing, the heated aggregates shall not exceed 175 degrees Fahrenheit.

4. Cement shall not be added while the temperature of the mixed aggregates and water is greater than 100 degrees Fahrenheit.

5. When there is likelihood of freezing during the curing period, the concrete shall be protected by means of an insulated covering to prevent freezing of the concrete for a period of not less than 7 days after placing.

6. Equipment for protecting concrete from freezing shall be available at the job site prior to placing concrete. Particular care shall be exercised to protect edges and exposed corners from freezing.

7. In the event heating is employed, care shall be taken to insure that no part of the concrete becomes dried out or is heated to temperatures above 100 degrees Fahrenheit.

8. The housing, covering, or other protection used shall remain in place and intact at least 24 hours after the artificial heating is discontinued.

9. For a period of five days concrete shall be kept between 40 degrees and 100 degrees F.

3.04 CONCRETE MIXING

A. Concrete mix design must be submitted 48 hours before placement.

B. The concrete shall be mixed until there is a uniform distribution of the materials.

C. Sufficient water shall be used in mixing concrete to produce a mixture which will flatten and quake when deposited in place, but not enough to cause it to flow or exceed the water - cement ratio.

D. In no case shall the quantity of water used cause the collection of a surplus in the forms.

E. Ready-mixed concrete shall be mixed and delivered in accordance with the requirements set forth in AASHTO M-157.

F. Concrete shall be delivered and deposited in its final position within 90 minutes after adding the cement and water to the mixture.

G. Washing out of mixer trucks shall not be permitted within City rights-of-way.

3.05 CONTRACTION JOINTS

A. Sidewalks shall have contraction joints with the following requirements:

1. Spacing shall match sidewalk width.

2. Approximately 3/16 inch wide.

3. Approximately one-fourth of slab thickness.

B. Curb and Gutter shall have contraction joints with the following requirements:

1. Ten (10) foot intervals.

2. Approximately 3/16 inch wide.

3. Approximately one-half of slab thickness.

3.06 EXPANSION JOINTS

A. One-half (½) inch expansion joints, extending the full thickness of the slab shall be provided at minimum 60 foot intervals in all sidewalks in addition to locations where sidewalks adjoin existing sidewalks, or driveways. One-half (½) inch expansion joints shall be provided at minimum 100 ft intervals in curb and gutter.

B. Material for one-half (½) inch expansion joints shall be as defined in AASHTO M-33. Rubber Expansion Joint Filler is also acceptable as long as it meets or exceeds ASTM D1751-04 and AASHTO M-213-95

C. Expansion joints shall be installed with the top approximately one-quarter (1/4) inch below the concrete surface and extend to the bottom of the concrete.

3.07 SEALING OF EXPANSION AND CONTRACTION JOINTS

A. The sealant shall be one of the following or approved equal:

1. Polysulfide polymer by Thiokol Chemical Corporation.

2. Sonolastic one-part sealant by Sonneborn-Contech Corporation.

B. As an alternative to the above sealant a continuous film of 4 mil thickness water-proof plastic may be placed under all concrete sidewalks, curbs and gutters on the low sides of streets.

C. Other erosion prevention measures may be used as an alternate if the developer first obtains written approval from the City Engineer concerning material types and installation procedure.

3.08 FINISHING

A. Refer to Section 03345 for finishing requirements.

B. Slabs:

1. The concrete shall be brought to established grade and screened, and then worked with a magnesium float.

2. The concrete shall be given a light broom finish.

3. Dry cement or a mixture of dry cement and sand should in no case be sprinkled on the surface to absorb moisture or hasten hardening.

4. Do not spray water on the surface of concrete to aid in finishing.

5. Surface edges of all slabs shall be rounded to a radius of one-half (½) inch.

C. Curb and Gutter:

1. Curb and gutter shall be slipped with a continuous curb machine where possible.

2. Where concrete must be poured in curb and gutter forms it shall be tamped and spaded to insure a thorough mixture, eliminate air pockets, and create uniform and smooth sides.

3. While the concrete is still green and not thoroughly set, the forms shall be removed and the front and top sides shall be finished with a float or steel trowel to make a uniform finished surface.

4. The top and face of the curb and also the top of the apron on combined curb and gutter must be finished true to line and grade and without any irregularities of surface noticeable to the eye.

5. The gutter shall not hold water to a depth of more than one-fourth (1/4) of an inch nor shall any portion of the surface or face of the curb or gutter depart more than one-fourth (1/4) of an inch from a straight edge ten (10) feet in length, placed on the curb parallel to the centerline of the street nor shall any part of the exposed surface present a wavy appearance.

D. Sidewalk:

1. The sidewalk shall not hold water to a depth of more than one-fourth (1/4) of an inch nor shall any portion of the surface or face depart more than one-fourth (1/4) of an inch from a straight edge ten (10) feet in length, placed on the side walk parallel to the centerline of the street nor shall any part of the exposed surface present a wavy appearance.

3.09 CURING

A. Apply curing compound in accordance with Section 03310 unless water cure is indicated. Water cure is required if concrete surface sealing compound is to be applied.

B. A chemical curing agent may be used, provided it is applied in accordance with the manufacturers specifications.

C. As soon as the concrete has hardened sufficiently to prevent damage, the finished surface shall be sprinkled with water and kept wet for at least three (3) days.

3.10 PROTECTION AND REPAIRS

A. See Section 03310 Concrete Work

END OF SECTION

SECTION 03304

PORTLAND CEMENT CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Portland cement concrete material requirements.

B. Mix design requirements.

1.02 REFERENCES

A. AASHTO T- 26: Standard Method of Test for Quality of Water to be Used in Concrete.

B. ACI 211.1: Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.

C. ACI 211.3: Standard Practice for Selecting Proportions for No-Slump Concrete.

D. ACI 214: Recommended Practice for Evaluation of Strength Test Results of Concrete.

E. ACI 306: Cold Weather Concreting.

F. AASHTO M-157: Standard Specification for Ready-Mix Concrete.

G. AASHTO M-85: Standard Specification for Portland Cement.

H. AASHTO M-154: Standard Specification for Air-Entraining Admixtures for Concrete.

I. AASHTO M-194: Standard Specification for Chemical Admixtures for Concrete.

J. AASHTO M-295: Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

1.03 DEFINITIONS

A. Average Strength (f_{cr}): The required average strength for 3 consecutive strength tests which statistically assures no more than the permissible proportions of tests will fall below specified strength.

B. Specified Strength (f_c'): The indicated strength.

1.04 SUBMITTALS

A. Mix Design: Submit each proposed mix design 48 hours prior to use in the Work. Indicate whether mixes have been designed for pumping. Include the report the following information.

1. Water-cement ratio.

2. Proportion of materials in the mix.

3. Source and type of cement.

4. Analysis of water to be used.

5. Type and name of admixtures applied. Indicate when accelerating or retarding admixtures are to be used.

6. Slump, air content and temperature of samples.

7. Unit weight of fresh and dry light weight concrete.

1.05 QUALITY ASSURANCE

A. Use the same source and type of cement, air-entraining agent, water reducing agent, other admixtures, and aggregate.

B. In proportioning materials for mixing, use scales certified by the State of Utah. Do not use volume measurement except for water and liquid admixtures.

C. Do not change the quantity of cement per cubic yard.

D. Use of admixtures will not relax hot or cold weather placement requirements.

E. Ready-mixed concrete, in accordance with AASHTO M-157 and requirements in this Section.

F. Testing Concrete: In accordance with Section 01450.

PART 2 PRODUCTS

2.01 CEMENT

A. Type II (moderate sulfate resistance) or Type V (high sulfate resistance), in accordance with ASTM M-185.

2.02 WATER

A. Water used in mixing concrete shall be clean and free from oil, acid, salt, injurious amounts of alkali, organic matter or other deleterious substances. Clean, non-staining and not detrimental. Comply with AASHTO T 26.

2.03 AGGREGATES - GENERAL

A. Gravel, crushed slag, crushed stone, or other inert material, composed of hard, strong, durable particles free of injurious coatings.

B. The materials passing the No. 200 sieve shall not exceed 1.75 percent by weight in the combined coarse and fine aggregate.

2.04 ADMIXTURES

A. Air Entrainment: pH 2.0 maximum type in accordance with AASHTO M-152.

B. Water Reducing and Water Retarding Agents: In accordance with AASHTO M-194.

1. Type A: Water reducing.

2. Type B: Retarding.

3. Type C: Accelerating.

4. Type D: Water reducing and water retarding.

5. Type E: Water reducing and accelerating.

6. Type F: High range water reducing (super plasticizer). *

7. Type G: High range water reducing and retarding. *

*The relative durability factor of water reducing admixtures shall not be less than 90 and the chlorides content (as Cl-) shall not exceed 1 percent by weight of the admixtures.

C. Calcium Chloride: None allowed.

D. Pozzolan: Pozzolan conforming to the requirements of ASTM C 618, Class F, is allowed as Portland cement replacing agent under the following conditions:

1. If a blended aggregate passes an unmodified ASTM C 1293 test, use of a pozzolan is allowed. If aggregate does not pass ASTM C 1293, select a pozzolan (or blended cement, or both) and determine the effective dosage to meet one of the following tests:

   a. ASTM C 1567. The expansion of the cement-pozzolan-aggregate job-mix mortar bar is less than or equal to 0.10 percent at 16 days. Do not use the test if a lithium admixture is used in the job-mix.

   b. ASTM C 441. The expansion of a test mixture at 56 days is less than or equal to a control mixture prepared with cement with equivalent alkalis between 0.5 and 0.6 percent.

2. Do not replace more than 10 percent of the Portland Cement.

3. The ratio of replacement by weight of Pozzolan to cement shall be 1.25 to 1.0.

4. The minimum cement content shall be used in the design formulas before replacement is made.

5. Loss of ignition of pozzolan is less than 3 percent and the water requirement shall not exceed 100 percent.

6. All other requirements of this section still apply.

7. Mix designs including trial batches are required for each aggregate source and for each concrete class.

E. Fly Ash: Class F fly ash allowed as a cement replacement under the following conditions:

1. Before replacement is made, use the minimum cement content in the design formula to establish the water/cement ratio.

2. Replace up to 20 percent of the cement by weight on a one (1) part fly ash to one (1) part cement basis.

3. Submit to Engineer a quality history of the fly ash identifying a minimum of 20 of the most current ASTM C 618 analysis.

2.05 ENTRAINING AGENT

A. An air-entraining agent shall be used in all concrete exposed to the weather. The agent shall conform to AASHTO Designations M-152.

2.06 ACI MIX DESIGN

A. The amount by which the average strength of a concrete mix exceeds the specified strength shall be based upon no more than 1 in 100 random individual strength tests falling below the specific strength.

B. Proportion the materials in accordance with ACI 211.1, 211.2 or 211.3 as applicable to produce concrete having the following properties or limitations:

CONCRETE MIX PROPERTIES			
Properties	Concrete Class		
	4000	3000	2500
Specified Compressive Strength f_c' at 28 days, psi	4000	3000	2500
Compressive Strength at 7 days, psi[(a)]	2680	2010	1675
Water-cement ratio (by weight), max	0.44	(c)	
Cement content (94 lb. sacks of cement per cubic yard of concrete)	6.5	5.5	5
Entrained air content, (% by volume) based on aggregate size	Entrained air content, (% by volume) based on aggregate size	Entrained air content, (% by volume) based on aggregate size	Entrained air content, (% by volume) based on aggregate size
2”	4.0 to 7.0	4.5 to 7.5	3.0 to 6.0
1-1/2”	4.5 to 7.5	4.5 to 7.5	3.0 to 6.0
1”	5.0 to 7.5	4.5 to 7.5	3.0 to 6.0
¾”	5.0 to 7.5	4.5 to 7.5	3.0 to 6.0
Slump Range, in. [(b)]	2 to 4	2 to 4	2 to 4

(a) Used for monitoring purposes only.
(b) Not more than 8" after adding high range water reducer admixture (super-plasticizer) to verified 2" to 3" slump concrete.
(c) Specific to exposure conditions and finishing need

C. The use for each class of concrete is as follows:

1. 4000 psi: Reinforced structural concrete.

2. 4000 psi: Sidewalks, curb and gutter, cross gutters, concrete collars, pavements and unreinforced footings and foundations.

3. 3000 psi: Thrust blocks, anchors and mass concrete.

D. Water:

1. Sufficient water shall be added to produce concrete with the minimum practicable slump.

2. The slump of mechanically vibrated concrete shall not exceed 4 inches.

3. No concrete shall be placed with a slump in excess of 5 inches.

4. The maximum permissible water cement ratio (including free moisture of aggregates shall be 5 and 5 3/4 gallons per bag of cement respectively for 4000 and 3000 psi air entrained concrete.

2.07 HAND MIXING

A. Do not hand mix batches exceeding 0.5 cubic yards.

2.08 HEATING, WATER AND AGGREGATE

A. Do not allow products of fuel combustion to contact the aggregate.

B. Heat aggregate and mixing water to 150 degrees F. maximum. Heat aggregates uniformly.

C. Maintain mixed concrete temperature at time of placement between 60 and 90 degrees F.

D. Do not mix cement with water or with mixtures of water and aggregate greater than 90 degrees.

PART 3 EXECUTION

3.01 DELIVERY

A. Slump: Do not transport concrete to the work location if concrete is greater than permissible slump.

B. Discharge: After the introduction of mixing water to the cement and aggregates at the batch plant, discharge concrete from truck mixer within 90 minutes.

3.02 RE-TEMPERING

A. Adding Water: When concrete arrives at site with slump below specified, water may be added once if neither the maximum approved water/cement ratio nor the maximum slump is exceeded provided that the drum turns a minimum of 90 revolutions.

B. Super-plasticizer: Premeasure and add high range water reducers (super-plasticizer) in accordance with manufacturer's instructions. Add super-plasticizer at site using truck-mounted power injection equipment capable of rapidly and uniformly distributing the admixture to the concrete. Mix for a minimum of 3 minutes prior to discharge.

C. Re-tempering after delivery time with super-plasticizer is prohibited.

3.03 CONCRETE PLACEMENT

A. In accordance with Section 03310.

END OF SECTION

SECTION 03310

CONCRETE WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cast-in-place concrete placement operations for slabs on grade, slabs on fill, structural building frame, and other concrete components.

1.02 REFERENCES

A. AASHTO M-182: Standard Specification for Burlap Cloth Made from Jute or Kenaf.

B. ACI 301: Specifications for Structural Concrete for Buildings.

C. ACI 305: Hot Weather Concreting.

D. ACI 306: Cold Weather Concreting.

E. ACI 309: Standard Practice for Consolidation of Concrete.

F. ACI 315: Details and Detailing of Concrete Reinforcement.

G. AASHTO M-148: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

H. ASTM C-642: Standard Test Method for Specific Gravity, Absorption, and Voids in Hardened Concrete.

1.03 RELATED WORK

A. Manufacture of Portland cement concrete and delivery to site, in accordance with Section 03304.

1.04 SUBMITTALS

A. Record of Placed Concrete: Record date, location of pour, quantity, air temperature, and test samples taken.

B. Product name, type, and chemical analysis of the following as applicable:

1. Curing compound.

2. Sealing compound.

3. Chemical hardener.

1.05 QUALITY ASSURANCE

A. Rejection: Concrete work which fails to meet one or more of the following requirements, and which cannot be brought into compliance shall be rejected. Engineer shall determine appropriate modifications or payment adjustments to be made.

1. Appearance: Concrete exposed to view with defects which adversely affect appearance of specified finish.

2. Strength: Strength of concrete fails to comply with any of the following requirements:
   a. Low compressive or flexural strength.
   b. Reinforcing steel size, quantity, strength, position, damage, or arrangement at variance with requirements.
   c. Concrete which differs from required dimensions or location in such a manner as to reduce its strength or load carrying capacity.
   d. Inadequate protection of concrete from extremes of temperature during the early stages of hardening and strength development.
   e. Mechanical injury, construction fires, accidents, or premature removal of formwork likely to result in deficient strength development.
   f. Workmanship likely to result in deficient strength.

3. Slab Tolerance: Field quality control as specified herein.

4. Material Sources: In accordance with Section 03305.

1.06 WARRANTY

A. Repair or replace defective or damaged work at no additional cost to City.

PART 2 PRODUCTS

2.01 ACCESSORIES

A. Bonding Compound: Polyvinyl acetate or acrylic base, rewettable type.

B. Vapor Retarder: 10 mil thick clear polyethylene sheet. Type recommended for below grade application.

C. Forms: In accordance with Section 03216 and ACI 315.

D. Reinforcement: In accordance with section 03200.

E. Covering: Waterproof paper, polyethylene sheet or burlap cloth complying with AASHTO M 182, Class two.

2.02 CONCRETE SURFACE CURING COMPOUND

A. Liquid membrane, in accordance with AASHTO M-148

B. Type of Compound: Engineer to select.

1. Type 1, clear or translucent without dye.

2. Type 1-D, clear or translucent with red fugitive dye.

3. Type 2, white pigmented.

C. Class of Vehicle: Class A, no restrictions.

D. Performance Criteria of Compound: Compatible with sealing compound, if sealing compound is to be applied over concrete curing compound.

PART 3 EXECUTION

3.01 PREPARATION

A. All exposed corners shall be chamfered (3/4" x 3/4").

B. Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not impede placing concrete.

C. Do not allow construction loads to exceed member capacity.

D. Prepare previously placed concrete by cleaning with steel brush and applying bonding compound. Apply bonding compound in accordance with manufacturer's instructions.

E. At locations where new concrete is dowelled to existing work, drill holes in existing concrete work placed at ambient temperatures above 40 degrees F. Use of admixtures will not relax cold weather placement requirements.

F. Do not disturb reinforcement, inserts, embedded parts, and formed joints.

G. Do not break or interrupt successive pours such that cold joints occur.

H. Honeycomb or embedded debris in concrete is not acceptable.

3.02 JOINTS

A. Saw cut patterns where indicated. Saw cut control joints without raveling of the concrete. A maximum of 24 hours after pouring the concrete and prior to occurrence of any surface cracking.

3.03 CONSOLIDATION

A. In accordance with ACI 309.

B. Keep spare vibrator available during concrete placement operations.

3.04 FINISHING

A. Do not add water or retemper concrete unless Engineer's approval is secured.

B. Slab Finishing Tolerances: When tolerance is not indicated, use Straightedge Tolerance.

1. Very Flat Tolerance: True plane with maximum variation of 1/8-inch in 10 feet when measured with a 10-foot straightedge placed anywhere on the slab in any direction.

2. Flat Tolerance: True plane with maximum variation of 3/16-inch in 10 feet when measured with a 10-foot straightedge placed anywhere on the slab in any direction.

3. Straightedge Tolerance: True plane with maximum variation of 5/16-inch in 10 feet when measured with a 10-foot straightedge placed anywhere on the slab in any direction.

4. Bullfloated Tolerance: True plane with maximum variation of 1/2-inch in 10 feet when measured with a 10-foot straightedge placed anywhere on the slab in any direction.

C. Finishes: In accordance with Section 03345. When type of finish is not indicated, use following finishes as applicable:

1. Sidewalks, garage floors, and ramps: Broom or belt finish.

2. Exterior concrete pavement: Broom or belt finish.

3. Exterior platforms, steps, and landings, exterior and interior pedestrian ramps, not covered by other finish materials: Nonslip finish.

4. Surfaces intended to receive bonded applied cementitious applications: Scratched finish.

5. Surfaces intended to receive roofing, except future floors, waterproofing membranes, and roof surfaces which are future floors or sand bed terrazzo: Floated finish.

6. Floors and roof surfaces which are floors intended as walking surfaces or to receive floor coverings: Troweled finish.

7. Unpainted concrete surfaces not exposed to public view: Smooth as-cast form finish.

8. Unpainted concrete surfaces exposed to public view: Rubbed finish.

9. Concrete surfaces to receive paint or plaster: Grout cleaned finish.

D. Chemical Hardener: After completion of curing, apply chemical hardener in accordance with manufacturer's instructions to all interior floor slabs which are exposed in finished work and elsewhere as indicated. After final coat of chemical hardener solution is applied and dried, remove surplus hardener by scrubbing and mopping with water. Do not place liquid floor hardener on floor areas scheduled to receive synthetic matrice terrazzo, or setting beds for tile, terrazzo, vinyl flooring, or like items.

3.05 CURING

A. General: Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete. Cure concrete by applying curing compound, by moisture curing, by moisture-retaining cover curing, or by combinations thereof.

B. Curing Compounds:

1. Apply curing compound to concrete slabs within 2 hours of completing final finishing operations. Apply uniformly in continuous operation. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period. Should side forms be removed before expiration of 7 days from start of curing, coat exposed surfaces with curing compound.

2. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, damproofing, membrane roofing, flooring (such as ceramic or quarry tile, glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to Engineer.

C. Moisture Curing: Provide either of the following methods.

1. Keep concrete surface continuously wet by covering with water or continuous water-fog spray.

2. Cover concrete surface with absorptive cover, thoroughly saturated with water and kept continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

3.06 SEALING

A. Seal concrete by applying a sealing compound as required by Engineer.

B. Surface Preparation: If necessary to remove curing compound, sandblast concrete surface. Clean surface free of dirt, oil, grease and other contaminants. If necessary use proprietary cleaning compounds (not raw acids) followed by thorough water rinsing. Use high pressure water equipment providing 1,200-2,000 psi to remove detergent residues. Do not attempt application when condensation is present.

C. Application: Spray with low pressure (20 psi) airless spray equipment. Saturate the surface to the point of rejection. On vertical surfaces apply 2 coats.

D. Coverage Rates: In accordance with manufacturer's recommendation.

E. Paint Adhesion: Always test to verify compatibility between sealant and other proposed surface treatments.

F. Warning: Remove inadvertent splashes before the solution has dried on the surface. If sealant is a hazardous material, allow use only by professional applicator. Three (3)- 4-inch cylinders shall be taken and a slump and air test shall be done at the beginning of concrete placement and every 50 cubic yards thereafter.

3.07 TESTS

A. Arrange for and perform all testing required for qualification of proposed materials and the establishment of mix designs, in determining strengths for early form removal, for cylinder tests after the addition of water, and other needs of Contractor.

B. Two slump tests, one before and one after the addition of super-plasticizer.

C. Three (3) standard 4-inch cylinder samples of concrete from trucks receiving water after addition of water.

3.08 DEFECTIVE CONCRETE

A. Modify or replace concrete not conforming to required levels, lines, details, and elevations.

B. Structural analysis and additional testing may be required at no additional cost to Owner when the strength of a structure is considered potentially deficient.

C. Where allowed, patch imperfections. Refer to Section 03345 for finish requirements.

3.09 PROTECTION AND REPAIRS

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. All concrete curbs, gutter, sidewalks, and driveways requiring removal and replacement, shall be removed and replaced to the next joint or scoring lining beyond the actually damaged or broken sections.

D. In the event that joints or scoring lines do not exist or are five or more feet from the removed or damaged section, the damaged portions shall be saw cut, removed, and reconstructed to neat, plane faces.

E. When saw cut sections are allowed for removal and replacement, use epoxied dowels in all cut planes.

F. All new concrete shall match, as nearly as possible, the appearance of adjacent concrete improvements.

G. Where necessary, lampblack or other pigments shall be added to the new concrete to obtain the desired results.

H. The concrete surface must not be damaged or pitted by rain.

I. The Contractor shall provide and use, when necessary, sufficient tarpaulins to completely cover all sections that have been placed within the preceding twelve (12) hours.

J. The Contractor shall erect and maintain suitable barriers to protect the finished surface.

K. Any section damaged from traffic or other causes occurring prior to its official final acceptance shall be repaired or replaced by the Contractor at his own expense in a manner satisfactory to the City Engineer.

L. Spalling: Concrete shall not spall or show signs of spalling before the warranty expiration. All concrete with spalling shall be removed and replaced by the Contractor or Owner at his own expense. When approved by City Engineer, concrete with spalling may be repaired by an approved method. The approved method must be a five step process which includes a muriatic acid wash, pressure wash with orbital nozzle, application of approved grout & cement modifier, and application of an approved sealer. The following products are approved for use to repair spalling concrete:

1. Planicrete AC Acrylic Latex Admixture for Mortar and Concrete mixed with Planitop X One-Component Fast Setting Vertical and Overhead Repair Mortar with Planiseal WR 40 Water Based 40%-Silane Penetrating Water Repellant.
2. Duraset 1000 Modified Acrylic Resin mixed with G100 Pro-Series Grout Mix and Liquid Colorant.
3. SuperSeal 2000 Solvent Based Acrylic Sealer.

M. Damaged Sidewalk and/or Curb & Gutter shall be repaired or replaced according to the following criteria.

1. Cracks in Concrete Infrastructure
    a. Cracks in Concrete Sidewalk
        i. Single “hairline” cracks running perpendicular to the length of the sidewalk, and which do not show evidence of vertical offset or movement, do not require repair or replacement.
        ii. All other cracks in sidewalk require removal and replacement of the entire concrete section*.
    b. Cracks in Concrete Curb & Gutter

i. Single “hairline” cracks running perpendicular to the length of the curb & gutter, and which do not show evidence of vertical offset or movement, do not require repair or replacement.
ii. Single cracks running perpendicular to the length of the curb & gutter which are greater in width than a “hairline” crack, but which are less than 1/8 inch in width, shall be repaired by sealing the crack with an approved sealant following preparation including routing and cleaning.
iii. All other cracks in curb & gutter require removal and replacement of the entire concrete section*.

2. Gouges in Concrete Infrastructure (Damage to Planar Surfaces, excludes Edges/Corners)
   a. Gouges in Concrete Sidewalk or Concrete Curb & Gutter
      i. Single (or minimal) gouges up to 3 inches in length and less than ½ inch in depth, and which do not represent a safety hazard in the opinion of the inspector, do not require repair or replacement.
      ii. Single (or minimal) gouges up to 3 inches in length and less than 3 inches in depth, shall be repaired using an approved two-part epoxy patching compound.
      iii. All other gouges in sidewalk require removal and replacement of the entire concrete section*.

3. Chips to Concrete Infrastructure (Damage to Edges & Corners)
   a. Chips in Concrete Sidewalk
      i. Single (or minimal) chips up to 3 inches in length and less than 1 ½ inches in width, and which do not represent a safety hazard in the opinion of the inspector, do not require repair or replacement.
      ii. All other chips in sidewalk require removal and replacement of the entire concrete section*.
   b. Chips in Concrete Curb & Gutter
      i. Single (or minimal) chips up to 3 inches in length and less than 1 ½ inches in width, shall be repaired using an approved two-part epoxy patching compound.
      ii. All other chips in curb & gutter require removal and replacement of the entire concrete section*.

4. In addition to the information provided above, removal and replacement of the entire concrete section* is required for the following types of damage:
   a. Multiple cracks, where the cracks are less than a sidewalk width apart.
   b. Cracks that converge creating small isolated pieces of concrete.
   c. Cracks that generally run parallel to the length of the infrastructure.
   d. Cracks that circle back to the original side creating “half moon” pieces of concrete.
   e. Cracks that allow the concrete to move vertically from the adjoining piece.
   f. Excessive scaring, spalling, or scraping of the finished concrete surface.
   g. Cracks with chipping along the edge at the surface indicating settlement or movement along the crack.
   h. Any damage, which in the inspectors’ opinion, was clearly the result of negligence on the part of the builder, or damage which appears will result in failure of the sidewalk or gutter and its intended function.

   *Sections may be cut and the damaged portions removed, provided no remaining or new section(s) are less than 5 feet in length. (Cut lines are considered as section lines.)

N. Approved Products for Concrete Damage Repair:
   1. Concrete Sealant: Sikaflex® 1a or 1cSL (or approved equal)
   2. Epoxy Repair: Rezi-weld 2-Part Gel Paste (or approved equal)

3. Epoxy Repair: Quikcrete Concrete Repair No. 8620-49 (or approved equal)

Note: As an alternate to the two-part epoxy patching compound, and when approved by the City Engineer, the 5 step process and products listed for spalling repair may be used for chip and gouge repair.

O. Concrete sidewalk and curb & gutter which is defective due to settlement, uneven joints, or tripping hazards may be corrected by "Concrete Lifting" as approved by City Engineer. Concrete lifting shall conform to the following:

1. Concrete repair by lifting shall only be performed by a licensed contractor specializing in concrete lifting.

2. Concrete lifting shall be completed by drilling strategically placed holes in concrete. A grout, sand, Portland cement, and water mixture shall be used proportioned to harden without settlement and to sufficiently fill voids beneath the concrete. Foam products may also be used when approved by City Engineer. Holes shall be placed to allow for pumping the mixture under the concrete to lift the settled areas. Additional holes shall also be drilled to allow for filling voids created by the lifting procedure.

3. The proportion of Portland cement shall be a minimum of 5 percent by weight of dry mixture.

4. The use of the concrete lifting technique may be attempted to correct uneven adjoining sections of concrete or correct areas of defective drainage. If concrete lifting does not correct the defective concrete to the Engineers satisfaction, the concrete shall be removed and replaced.

3.10 PLACING CONCRETE IN COLD WEATHER

A. No concrete shall be placed where the air temperature is lower than 40 degrees Fahrenheit, at a location where the concrete cannot be covered or protected from the surrounding air.

B. When concrete is placed below a temperature of 35 degrees Fahrenheit the ingredients of the concrete shall be heated so that the temperature of the mixture shall not be less than 50 degrees or more than 100 degrees Fahrenheit.

C. Before mixing, the heated aggregates shall not exceed 175 degrees Fahrenheit.

D. Cement shall not be added while the temperature of the mixed aggregates and water is greater than 100 degrees Fahrenheit.

E. When there is likelihood of freezing during the curing period, the concrete shall be protected by means of an insulated covering to prevent freezing of the concrete for a period of not less than 7 days after placing.

F. Equipment for protecting concrete from freezing shall be available at the job site prior to placing concrete. Particular care shall be exercised to protect edges and exposed corners from freezing.

G. In the event heating is employed, care shall be taken to insure that no part of the concrete becomes dried out or is heated to temperatures above 100 degrees Fahrenheit.

H. The housing, covering, or other protection used shall remain in place and intact at least 24 hours after the artificial heating is discontinued.

I. For a period of five days the concrete shall be kept above 40 degrees F and below 100 degrees F.

END OF SECTION

SECTION 03345

CONCRETE FINISHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Application procedure for concrete surface finishes.

1.02 PROJECT CONDITIONS

A. Allow concrete to cure not more than 72 hours before commencing surface finish operations, unless otherwise acceptable to Engineer.

B. Protect adjacent materials and finishes from dust, dirt and other surface or physical damage during finishing operations. Provide protections as required and remove from site at completion of Work.

C. For surfaces to be blast finished, perform abrasive blasting within 24 to 72 hours after casting. Coordinate with form work construction, concrete placement schedule, and form work removal to ensure that surfaces are blasted at same age for uniform results.

PART 2 EXECUTION

2.01 PATCH FINISHING

A. Repair surface defects immediately after form removal.

B. Make any patches in concrete to closely match color and texture of surrounding surfaces. Determine mix formula for patching mortar by trial and obtain a good color match with concrete when both patch and concrete are cured and dry.

1. Mix white and gray Portland cement as required to match surrounding concrete to produce grout having consistency of thick paint.

2. Use a minimum amount of mixing water.

3. Mix patching mortar in advance and allow to stand without frequent manipulation, without addition of water, until it has reached stiffest place able consistency.

4. After initial set, dress surfaces of patches manually to obtain same texture as surrounding surfaces.

C. Repair defective areas.

1. Remove honeycomb and defective concrete down to sound concrete.

2. Make edges perpendicular to surface or slightly undercut.

3. Featheredges are not permitted.

4. Dampen area to be patched and at least 6" surrounding it to prevent absorption of patching mortar water.

5. Prepare bonding grout.

6. Mix to consistency of thick cream.

7. Brush into surface.

D. After surface water has evaporated from patch area, brush bond coat into surface.

1. When bond coat begins to lose water sheen, apply patching mortar.

2. Thoroughly consolidate mortar into place and strike-off to leave patch slightly higher than surrounding surface.

3. Leave undisturbed for at least 1 hour before final finish.

4. Keep patched area damp for 72 hours or apply curing compound.

5. Do not use metal tools in finishing an exposed patch.

E. Tie Holes: Unless indicated otherwise, after being cleaned and thoroughly dampened, fill the hole solid with patching mortar.

F. Where as-cast finishes are indicated, total patched area my not exceed 1 in 500 of as-cast surface. This is in addition to form tie patches, if ties are permitted to fall within as-cast areas.

G. In any finishing process which is intended to expose aggregate on surface, patched areas must show aggregate.

1. Outer 1" of patch shall contain same aggregates as surrounding concrete.

2. For aggregate transfer finish, patching mixture shall contain same selected colored aggregates.

3. After curing, expose aggregates together with aggregates of adjoining surfaces by same process.

2.02 SLAB FINISHING

A. Broom or Belt Finish: After concrete has been placed, consolidated, struck-off, and leveled to the required tolerance, roughen surface transversely with stiff brushes, rakes, or burlap belt before final set.

B. Float Finish: After concrete has been placed, consolidated, struck-off, and leveled, do not work further until ready for floating.

1. Begin floating when water sheen has disappeared and surface has stiffness sufficient to permit operation.

2. During or after first floating, check planeness of entire surface with a 10 feet long straightedge applied at 2 or more different angles.

3. Cut down high spots and fill low spots to the required tolerance.

4. Refloat slab immediately to a uniform sandy texture.

C. Trowel Finish:

1. Float finish surface.

2. Power trowel.

3. Hand trowel as required to provide surface. Do not apply water to retemper concrete in finishing operations.

4. First troweling after power floating shall produce smooth surface relatively free of defects but which may still show some trowel marks.

5. Second trowel by hand after surface has hardened.

6. Leave finished surface essentially free of trowel marks, uniform in texture and appearance.

7. On surfaces intended to support floor coverings, grind off defects which would show through floor covering.

2.03 AS-CAST FORMED FINISHING

A. Rough: Patch defects, chip or rub off fins exceeding 1/4" height.

B. Smooth: Patch tie holes and defects and remove fins completely:

1. When surface texture is impaired and form joints misaligned, grind, bushhammer, or correct affected concrete as directed by Engineer.

2. Slurry grout areas evidencing minor mortar leakage to match adjacent concrete.

3. Repair major mortar leakage as a defective area.

4. When in opinion of Engineer, workmanship is less than acceptable standard, provide one of rubbed finishes at no additional cost to Owner.

2.04 RUBBED FINISHING

A. Produce following finishes on concrete with a smooth form finish.

1. Smooth Rubbed: Remove forms and perform necessary patching as soon after placement as possible.

2. Finish newly hardened concrete no later than 24 hours following form removal.

3. Wet surfaces and rub with carborundum brick or other abrasive until uniform color and texture are produced.

B. Grout Cleaned: Undertake no cleaning operations until all contiguous surfaces are completed and accessible.

1. Wet surface of concrete sufficiently to prevent absorption of water from grout.

2. Apply grout uniformly.

3. Immediately after grouting, scrub surface with cork float or stone to coat surface and fill

voids.

4. While grout is still plastic, remove excess grout by working surface with rubber float or sack.

5. After-surface whitens from drying, rub vigorously with clean burlap.

6. Keep damp for at least 36 hours after final rubbing.

7. Cork Floated: Remove forms within 2 to 3 days of placement where possible.

8. Remove ties.

9. Remove all burrs and fins.

10. Dampen wall surface.

11. Apply mortar with firm rubber float or with trowel, filling all surface voids.

12. Compress mortar into voids.

13. If mortar surface dries too rapidly to permit proper compaction and finishing, apply a small amount of water with fog sprayer.

14. Produce final texture with cork float using a swirling motion.

2.05 UNFORMED FINISHING

A. After concrete is placed, strike smooth, tops of walls or buttresses, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces.

B. Float to texture which is reasonably consistent with formed surfaces.

C. Continue final treatment on formed surfaces uniformly across uniformed surfaces.

END OF SECTION

SECTION 16530

STREET LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior lighting and accessories.

B. Poles.

1.02 RELATED SECTIONS

A. Section 03310 – Concrete work.

1.03 REFERENCES

A. ANSI C78.379 – Electric Lamps – High-Intensity Discharge Reflector Lamps – Classification of Beam Patterns.

B. IES RP-8 – Recommended Practices for Roadway Lighting.

C. NFPA 70-National Electrical Code.

1.04 SUBMITTALS FOR REVIEW

A. Shop drawings: Indicate dimensions and components for each luminaire.

B. Product Data: Provide dimensions, ratings, manufacturer, type, model and performance data.

C. Test Reports: Indicate measured illumination levels.

D. Submit manufacturer's installation instructions.

1.05 COORDINATION

A. Coordinate with electrical contractor.

B. Coordination with City and Heber Light & Power to verify location and connection of fixtures.

C. Receive approval by Civil Engineer for pole foundation.

D. Furnish bolt templates and pole mounting accessories to installer / contractor of pole foundations.

PART 2 APPROVED PRODUCTS

2.01 MANUFACTURERS

A. Holophane
B. Philips Lumec

2.02 FIXTURE REQUIREMENTS

A. Model: Holophane – Post Top Full Cutoff LED Series
Verify exact model number with City before ordering
Philips Lumec – Metroscape Full Cutoff LED Post Top
Verify exact model number with City before ordering

B. LED Performance Package: 80W to 100W Dimmable

C. Color Temperature: 3000 K CCT

D. Voltage: Auto-Sensing Voltage (120-227)

E. Housing/Trim/Covers: Modern Style – Swing Open Design, No Trim, Full Cover

F. Finish, Trim and/or Final Finish: Black

G. Optics: Asymmetric Lunar Optic - IES Type III

H. Finial: Standard

I. Prewired Leads: 25 feet prewired leads

J. Photocontrol: Long Life DTL Twistlock Photocontrol For Solid-State

K. Receptacle: Dimming Receptacle – 7 PIN

L. Mounting Condition: Concrete base with J bolts.

M. Pole: As required in this schedule.

2.03 POLES

A. Pole: Salem Aluminum Pole (SMA 14 F4J 13 P07 ABG BK)

B. Height: 14 feet

C. Shaft Style: F4J 4 inch diameter Fluted, 0.25 wall

D. Material: Aluminum or Concrete, non-direct burial type

E. Color/Finish: Powder Coat Paint Finish, Black

F. Shape: Fluted or smooth with 3’-8.5” high decorative bottom piece

G. Base: 13 inch Square Base, Base Weight 60, Base EPA 3.7880625

H. Anchor Bolt: AB-26-4

I. Loading Capacity Ratings:
1. 100 Pounds.
2. Steady Wind: 90 MPH minimum.

2.04 CONDUIT

A. One inch PVC scheduled 90 electrical (gray) conduit.

PART 3 EXECUTION

3.01 INSTALLATION

A. Provide concrete bases for lighting poles at intersections and cul-de-sac's or as shown on the plans. All concrete shall be a minimum of 4 foot below finished grade.

B. Install poles plumb. Provide shims and double nuts to adjust to plumb.

C. Install all components according to manufacturer recommendations.

D. Install conduit and secondary boxes according to Heber Light and Power specifications.

3.02 FIELD QUALITY CONTROL

A. Operate each light after installation and connection. Inspect for proper connections and operation.

B. Test photo-electric for cell operation.

3.03 ADJUSTING

A. Adjust light to provide illumination levels and distribution as directed.

B. Adjust photo-electric cell to operate correctly.

3.04 CLEANING

A. Clean electrical parts to remove conductive and deleterious materials.

B. Remove dirt and debris from enclosure.

C. Clean photo-cell surface as recommended by the manufacturer.

D. Clean finish and touch up damage.

3.05 PROTECTION OF FINISHED WORK

A. Re-lamp lights which have failed Final Completion.

3.06 ~~LIGHTING LOCATION~~

~~A. Local Roads~~

~~1. Location: In planter strip or if combination sidewalk, 1 one foot behind sidewalk.~~

~~2. Spacing: At each intersection with Collector Roads, and other critical points as determined by the City Engineer.~~

~~B. Collector Roads~~

~~1. Location: In planter strip or one foot behind sidewalk as indicated by drawings, and other critical points as determined by the City Engineer..~~

~~2. Spacing: At each intersection, and other critical points as~~

~~determined by the City Engineer.~~

END OF SECTION

SECTION 16531

COMMERCIAL / INDUSTRIAL STREET LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior commercial and industrial lighting and accessories.

B. Poles.

1.02 RELATED SECTIONS

A. Section 03300 - Cast-in-Place Concrete: Foundations for poles.

1.03 REFERENCES

A. ANSI C78.379 - Electric Lamps - Incandescent and High-Intensity Discharge Reflector Lamps - Classification of Beam Patterns.

B. IES RP-8 - Recommended Practice for Roadway Lighting.

C. IES RP-20 - Lighting for Parking Facilities.

D. NFPA 70 - National Electrical Code.

1.04 SUBMITTALS FOR REVIEW

A. Shop Drawings: Indicated dimensions and components for each light which is not a standard product outlined in this document.

B. Product Data: Provide dimensions, ratings, manufacturer, type and performance data.

1.05 COORDINATION

A. Coordinate with electric contractor.

B. Coordination with the Heber Light and Power.

C. Receive approval by Civil Engineer for pole foundation.

D. Furnish bolt templates and pole mounting accessories to installer / contractor of pole foundations.

PART 2 APPROVED PRODUCTS

2.01 MANUFACTURER & MODEL

A. Holophane – LaneVue LED
B. American Electric Lighting – Autobahn Series (ATB2)

2.02 FIXTURE REQUIREMENTS

A. Bulb: LED, 60B Chips, 700 mA Driver, Multivolt 120-277v

B. Fixture Head Type: Full Cutoff

C. Fixture Style: Arm mounted (8 ft Arms)

D. Voltage: 120 Volt

E. Head:, Asymmetric Type III

F. Temperature: 3000K

G. Photocell: 7 Pin Photo Control Receptacle, Field Adjustable Output, Solid State Long Life Photo Control

H. Mounting Condition: Provide break-a-way pole and pole mount bracket.

I. Pole: As required in this schedule.

2.03 POLES

A. Height: 30 feet

B. Material: Aluminum

C. Color: Black

D. Shape: Tapered / Round

E. Base: Concrete / Bolted

F. Loading Capacity Ratings:

1. 100 Pounds.

2. Steady Wind: 90 MPH minimum.

G. Installation Conditions: Outdoor Use Only.

PART 3 EXECUTION

3.01 INSTALLATION

A. Provide concrete bases for lighting poles at intersections and cul-de-sac's or as shown on the plans. All concrete shall be a minimum of 6 feet below finished grade.

B. Install poles plumb. Provide shims and double nuts to adjust to plumb.

C. Install all components according to manufacturer recommendations.

D. Install conduit and secondary boxes according to Heber Light and Power specifications.

3.02 FIELD QUALITY CONTROL

A. Operate each light after installation and connection. Inspect for improper connections and operation.

B. Test photo-electric cell for operation.

3.03 ADJUSTING

A. Aim and adjust light to provide illumination levels and distribution as directed.

B. Adjust photo-electric cell to operate correctly.

3.04 CLEANING

A. Clean electrical parts to remove conductive and deleterious materials.

B. Remove dirt and debris from enclosure.

C. Clean photo-cell surfaces as recommended by manufacturer.

D. Clean finishes and touch up damage.

3.05 PROTECTION OF FINISHED WORK

A. Re-lamp lights which have failed Final Completion.

3.06 LIGHTING LOCATION

A. Local Roads

1. Location: In planter strip or, if combination sidewalk, one foot behind sidewalk.

2. Spacing: 150’ to 250’ on one side. Spacing can double to 300’ to 500’ on one side if alternating on both sides.

At each intersection, cul-de-sac, and other critical points as determined by the City Engineer.

B. Collector Roads

1. Location: In planter strip, if combination sidewalk, one foot behind sidewalk.

2. Spacing: 150’ to 250’ on one side. Spacing can double to 300’ to 500’ on one side if alternating on both sides.

At each intersection, cul-de-sac, and other critical points as determined by the City Engineer.

END OF SECTION

SECTION 16532

COMMERCIAL BUSINESS STREET LIGHTING (HISTORIC)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior luminaries and accessories.

B. Poles.

1.02 RELATED SECTIONS

A. Section 003310 – Concrete Work.

1.03 REFERENCES

A. ANSI C78.379 – Electric Lamps – High-Intensity Discharge Reflector Lamps – Classification of Beam Patterns.

B. IES RP-8 – Recommended Practices for Roadway Lighting.

C. IES RP 20-Lighting for Parking Facilities.

D. NFPA 70-National Electrical Code.

1.04 SUBMITTALS FOR REVIEW

A. Shop drawings: Indicate dimensions and components for each luminaire.

B. Product Data: Provide dimensions, ratings, manufacturer, type, model and performance data.

C. Test Reports: Indicate measured illumination levels.

D. Submit manufacturer's installation instructions.

1.05 COORDINATION

A. Coordinate with electrical contractor.

B. Coordination with City and Heber Light & Power to verify location and connection of fixtures.

C. Receive approval by Civil Engineer for pole foundation.

D. Furnish bolt templates and pole mounting accessories to installer / contractor of pole foundations.

PART 2 APPROVED PRODUCTS

2.01 MANUFACTURERS

A. ~~Phillips Hadco~~Holophane
B. Mountain States Lighting

2.02 FIXTURE REQUIREMENTS

A. Model: Holophane – Utility Washington Series Luminaire Full Cutoff LED2 (WFCL2). Verify exact model number with the City before ordering.

B. L.E.D. Performance Package: 11,500 Nominal Lumens

C. Color Temperature: 3000 K CCT

D. Voltage: Auto-Sensing Voltage (120-227)

E. Optics: Type 3 Distribution – Full Cutoff

F. Housing Color: Black

G. Finial: None

H. Pre-Wired Leads: 25 feet pre-wired leads.

I. Photo Control: NEMA Twistlock Photocontrol Receptacle – 7 PIN. Externally mounted.

J. Other Required Options: Field Adjustable Output, Shorting Cap

K. Mounting Condition: Concrete base with J-bolts.

L. Pole: As required in this schedule.

2.03 POLE REQUIREMENTS

A. Pole: Mountain States Lighting (#14.5TFS-6.5/4.5-11GA-16S-TT3.5X4
Steven Sales Company (FL210-D672A146-TENON-FP-AB) with Twin Arm Assembly

B. Height: 14.6 feet to Banner Arm (See Standard Drawing STREETS-13)

C. Shaft Style: Round Fluted, Tapered Diameter 6.5-inch to 4.5-inch.

D. Material: Aluminum or Steel, non-direct burial type.

E. Color/Finish: Powder Coat Paint Finish, Black.

F. Shape: Fluted with decorative base and double-banner arm.

G. Decorative Base: 20-inch Washington-Style High-Density Elastomer, or Aluminum Clam Shell Base (black).

H. Loading Capacity Ratings:
1. 100 pounds.
2. Steady Wind: 90 mph min.

PART 3 EXECUTION

3.01 INSTALLATION

A. Pole to be direct burial at locations indicated. Auger hole without disrupting the soil below butt of the pole. Do not dig pole hole with a backhoe, to minimize disruption of firm soil. Fill with sand around pole, tamped regularly while backfilling.

B. Install poles plumb. Provide shims and double nuts to adjust to plumb.

C. Install all components according to manufacturer recommendations.

D. Install conduit and secondary boxes according to Heber Light and Power specifications.

3.02 FIELD QUALITY CONTROL

A. Operate each luminaire after installation and connection. Inspect for proper connections and operation.

B. Test for photo-electric cell operation.

3.03 ADJUSTING

A. Adjust luminaries to provide illumination levels and distribution as directed.

B. Adjust photo-electric cell to operate correctly.

3.04 CLEANING

A. Clean electrical parts to remove conductive and deleterious materials.

B. Remove dirt and debris from enclosure.

C. Clean photo-cell surface as recommended by the manufacturer.

D. Clean finish and touch up damage.

3.05 PROTECTION OF FINISH WORK

A. Relamp luminaries which have failed work at substantial completion.

3.06 LIGHTING LOCATION

A. Install at locations as indicated on the plans or as otherwise approved by the City Engineer.

~~3.07 SPACING~~

~~A. 150' to 250' on one side. Spacing can double to 300' to 500' on one side if alternating on both sides.~~

END OF SECTION

SECTION 16533

NORTH VILLAGE ZONE LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior lighting and accessories.

B. Poles.

1.02 RELATED SECTIONS

A. Section 03310 – Concrete work.

1.03 REFERENCES

A. ANSI C78.379 – Electric Lamps – High-Intensity Discharge Reflector Lamps – Classification of Beam Patterns.

B. IES RP-8 – Recommended Practices for Roadway Lighting.

C. NFPA 70-National Electrical Code.

1.04 SUBMITTALS FOR REVIEW

A. Shop drawings: Indicate dimensions and components for each luminaire.

B. Product Data: Provide dimensions, ratings, manufacturer, type, model and performance data.

C. Test Reports: Indicate measured illumination levels.

D. Submit manufacturer's installation instructions.

1.05 COORDINATION

A. Coordinate with electrical contractor.

B. Coordination with City and Heber Light & Power to verify location and connection of fixtures.

C. Receive approval by Civil Engineer for pole foundation.

D. Furnish bolt templates and pole mounting accessories to installer / contractor of pole foundations.

PART 2 APPROVED PRODUCTS

2.01 MANUFACTURES

A. Holophane
B. Luminis

2.02 FIXTURE REQUIREMENTS

A. Model: Holophane – GlasWerks Luminescent LED Hallbrook (GSLF3)
Verify exact model number with City before ordering

B. LED Lumen Package: P40 Performance Package

C. Color Temperature: 3000 K, 70 CRI

D. Voltage: MVOLT 120-227V

E. Optics: Asymmetric

F. Mounting Style: Quick Stem Mount

G. Finish Color: Black

H. Prewired Leads: 25 feet prewired leads

I. Photocontrol: 7 PIN NEMA Photocontrol Receptacle

J. Arm: Holophane HCA 36IN 1A BO SSA QSM BK RFD331152

K. Pole: As required in this schedule.

2.03 POLES

A. Pole: Luminis – BVP616XM6554

B. Height: 16 feet (Cap to Base)

C. Shaft Style: Square 6” x 6”

D. Material: Aluminum, non-direct burial type

E. Color/Finish: Polyester Powder-Baked Coating
5-Stage Bath Preparation Process
Luminis Heber City Faux Wood Finish
UV-Stabilized Durable Scratch & Fade Resistant Finish

F. Base: Aluminum Decorative Cover Plates & Base (Match Holophane Support Arm)

G. Cap: Decorative Top Cover Plates & Base (Match Holophane Support Arm)

H. Receptacle: NEMA C136.41 &-PIN Receptacle with Shorting Cap Pre-Installed in pole cap

2.04 CONDUIT

A. One inch PVC scheduled 90 electrical (gray) conduit.

PART 3 EXECUTION

3.01 INSTALLATION

A. Provide concrete bases for lighting poles at intersections and cul-de-sac’s or as shown on the plans. All concrete shall be a minimum of 4 foot below finished grade.

B. Install poles plumb. Provide shims and double nuts to adjust to plumb.

C. Install all components according to manufacturer recommendations.

D. Install conduit and secondary boxes according to Heber Light and Power specifications.

3.02 FIELD QUALITY CONTROL

A. Operate each light after installation and connection. Inspect for proper connections and operation.

B. Test photo-electric for cell operation.

3.03 ADJUSTING

A. Adjust light to provide illumination levels and distribution as directed.

B. Adjust photo-electric cell to operate correctly.

3.04 CLEANING

A. Clean electrical parts to remove conductive and deleterious materials.

B. Remove dirt and debris from enclosure.

C. Clean photo-cell surface as recommended by the manufacturer.

D. Clean finish and touch up damage.

3.05 PROTECTION OF FINISHED WORK

A. Re-lamp lights which have failed Final Completion.

END OF SECTION

APPENDIX A

HEBER CITY APPROVED EQUIVALENTS

The following is a list of pre-approved equivalents to be used in conjunction with the Heber City Standard Specifications and Drawings. These items may be used without prior approval from the City Engineer or Public Works Director. Any other requests for consideration as equivalents which differ from the Heber City Standard Specifications and Drawing will need to be submitted to and approved by the City Engineer and/or Public Works Director.

IRRIGATION

Irrigation Service – One Lot 1" Service:

McDonald:

- 1" McDonald 18" Pit Part # E-5-12940
- Insulation Pad Part # 90-C1 18x4

Mueller:

- 1" Single-Service Irrigation Box Part # 330IS1818FABS000296N

Ford:

- 1" Ford 18" Pit Part # PK488-18-C16819-002-NL
- Insulation Pad Part # CCID-18-4 Closed-Cell Foam Disc

Lids:

- DFW Part #DFW18MUE-IMBF2_Small_IRR
- Nicor Part # 18.75LLBLKIRRZthOLTE

Irrigation Service – Two Lots

Ford:

- 1 ½ x (2) 1" Ford Dual Meter Pit Part # PKD411-24C-C16050-004-NL
- Insulation Pad Part # CCID-24 Closed Cell Foam Disc
- ~~Lid Adapter Ring Ford Part # EXT-1 (Adapts 18" lid to 24")~~
- Lid Adapter Ring Ford Drawing #C17109-001

Mueller:

- 1" Single-Service Irrigation Box Part # 330ID2718FAB000650/700098-1

Lids:

- DFW Part #DFW18MUE-IMBF2_Small_IRR
- Nicor Part # 18.75LLBLKIRRZthOLTE

CULINARY WATER

1" Culinary Water Service

Ford:

- Meter Pit Part # PFCBHH60-C16819-001-NL 1” x 60” Ford 18” coil meter pit with reduced port valves
- ~~Composite Lid Ford Part # PPSC-18-L-P-REC-T~~
- Insulation Disc Ford Part # CCID-18-4 Closed Cell Foam Disc
- Adjustable Curb Box Ford Part # EM2-50-46-42R with inner rod

Mueller:

- 1” Single-Service Box Part # 330CS1860RSBS000390N

Lids:

- DFW Part # 18MUE-IMBF_Small_Water Lid
- Nicor Part # 18.75 LLBLKWAThDLTE

Fire Hydrants:

- 6” Waterous WB-67-250
- Clow Medallion
- Mueller Super Centurion 250 cast-iron

BRASS PARTS AND SADDLES

Corporation Stops

Both Iron Pipe thread and CC thread will be accepted.

Ford:

- Corp Stop Valve Part # FB1100-4-Q-NL

Mueller:

- Corp Stop Valve Part # B-25028-N

Curb Box and Stops

Ford:

- Curb Stop Valve Part # B84-444M-Q-NL
- Curb Box Part # EM2-50-46-42R

Saddles

These alternatives are for 10” or larger pipe size and/or if higher pressure ratings are needed than the standard Romac 305 and 306 stainless saddles can accommodate.

Ford:

- Saddle Part # 202BS

Mueller:

- Saddle Part # B2RS

END OF SECTION

STANDARD PLAT FORMAT

PLAT REQUIREMENTS

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

ITEMS REQUIRED FOR PRELIMINARY PLAT:

- SECTION INFORMATION – TWO OR MORE CORNERS IF POSSIBLE
- BASIS OF BEARING CLEARLY LABELED
- BOUNDARY CLEARLY SHOWN AND DIMENSIONED WITH LEGAL DESCRIPTION
- POINT OF BEGINNING CLEARLY LABELED
- BENCHMARK FOR PROJECT HORIZONTAL AND VERTICAL CONTROLS
- BOUNDARY LINES OF ADJACENT TRACTS OF UN-SUBSIDIZED LAND
- THE 100-YR FLOOD LEVEL OF ALL WATERCOURSES INDICATED WITH VERTICAL DATUM
- SURROUNDING PROPERTY OWNERSHIP
- LOCATION OF AND DIMENSIONS TO THE NEAREST BENCH MARK OR MONUMENT ON TWO OPPOSITE SIDES OF THE PLAT
- PROPERTIES LOCATED IN THE SENSITIVE LANDS OVERLAY ZONE
- LOT SIZE CLEARLY LABELED IN SQ. FT. & ACRES WITH LENGTH & WIDTH
- NORTH ARROW
- DRAWING SCALE CLEARLY MARKED AND NOT LESS THAN 1" = 100'
- AREAS WITH SLOPES LESS THAN 30%, 30-40%, 40-50% AND > 50%
- IDENTIFIED NATURAL HAZARDS AND MITIGATION MEASURES FOR AREAS, SUBJECT TO AVALANCHE, LANDSLIDE, ROCK FALL, LIQUEFACTION, DEBRIS FLOWS, SURFACE FAULT RUPTURE, COLLAPSIBLE SOILS, SHRINK-SWELL SOILS, SHALLOW GROUNDWATER (WITHIN 3 FEET OF THE SURFACE), SURFACE WATER, STREAM BEDS (INCLUDING INTERMITTENT), SPRINGS, 100-YEAR FLOOD ZONES, AND DRINKING WATER SOURCE PROTECTION ZONES.

ITEMS REQUIRED FOR FINAL PLAT:

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

--OPEN SPACE AREAS ARE CONVEYED TO (INSERT NAME OF ENTITY).

N

100 0 100 200

SCALE IN FEET

TYPICAL:1" = 30' MAX:1" = 100'

LEGEND

DATE OF PREPARATION

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

HEBER CITY

PLAT NAME AND PHASE

LOCATED IN A PORTION OF THE _____ QUARTER OF SECTION__,
TOWNSHIP __ SOUTH, RANGE __ EAST,
SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

CENTERLINE CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
CL1	200.00	202.46	57°59'57"	110.86	193.92	N29°16'01"E
CL2	200.00	111.64	31°58'58"	57.32	110.20	S15°43'26"E
CL3	345.00	191.93	31°52'30"	98.52	189.47	S15°47'45"E

CURVE TABLE

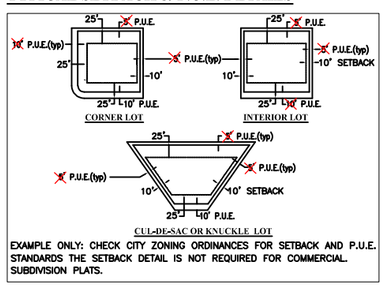
EXAMPLE

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

DATA TABLE

INFORMATION	AC	SQ FT.	%TOTAL	#	NOTES
TOTAL PROJECT AREA	13.9	607182	100%		
SENSITIVE LANDS	0.2	7503	1%		7% OF OPEN SPACE
OPEN SPACE	2.3	101750	17%		
BUILDABLE LAND	8.1	354478	58%		
ROW AREA	3.5	150954	25%		
LANDSCAPING AREA	4.5	197518	33%		
LOTS				61	
NET DENSITY DWELLINGS BY ACRE				4.4	

TYPICAL SETBACK & P.U.E. DETAILS



EXAMPLE ONLY: CHECK CITY ZONING ORDINANCES FOR SETBACK AND P.U.E. STANDARDS THE SETBACK DETAIL IS NOT REQUIRED FOR COMMERCIAL. SUBDIVISION PLATS.

STANDARD PLAT NOTES

1-FINAL PLATS NOT RECORDED WITHIN ONE (1) YEAR FROM THE DATE RECEIVING FINAL APPROVAL SHALL BE NULL AND VOID UNLESS PHYSICAL CONSTRUCTION HAS STARTED OR AN EXTENSION HAS BEEN REQUESTED AND GRANTED PRIOR TO THE ORIGINAL PLAT EXPIRATION DATE. IN CASES WHERE CONSTRUCTION HAS STARTED, PLAT APPROVAL SHALL AUTOMATICALLY BE EXTENDED FOR A SECOND YEAR FROM THE DATE OF THE FINAL APPROVAL. IF PHYSICAL CONSTRUCTION HAS NOT STARTED, APPLICANTS MAY REQUEST AND BE GRANTED A ONE (1) YEAR EXTENSION. HOWEVER, IF AN EXTENSION IS GRANTED, THE REQUIREMENT TO INCORPORATE UPDATED CITY STANDARDS, OR REEVALUATE BONDS OR OTHER ASSURANCES MAY BE ENFORCED AS A CONDITION OF APPROVAL FOR THE EXTENSION.

2-PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.

3-THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.

4-PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. _____." WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.

5-BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.

6-REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.

7-NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.

8-ALL PRIVATE STREETS, PARKING AREAS, AND COMMON AREA ARE DEDICATED AS CITY UTILITY EASEMENTS. HEBER CITY HAS THE RIGHT OF ACCESS THROUGH THESE EASEMENTS TO ACCESS, MAINTAIN, AND REPAIR CITY UTILITIES. NO CHANGES TO TOPOGRAPHY, STRUCTURES, ABOVE OR BELOW GROUND ARE ALLOWED IN EASEMENTS WITHIN 10 FEET OF CITY UTILITIES WITHOUT WRITTEN PERMISSION FROM THE HEBER CITY ENGINEER. ANY OBSTACLES ERECTED WITHIN THESE EASEMENTS WITHOUT WRITTEN PERMISSION WILL BE REMOVED AT THE CURRENT PROPERTY OWNER'S EXPENSE. ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN PRIVATE PROPERTY SHALL BE THE RESPONSIBILITY OF PROPERTY OWNER. ALL SEWER LATERALS AND THEIR MAINTENANCE TO THE PUBLIC SEWER MAIN SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. ALL DRINKING WATER AND PRESSURIZED IRRIGATION SERVICES AND THEIR MAINTENANCE FROM THE WATER METER OR SERVICE VAULT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

9-A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY [GEOTECHNICAL ENGINEER], WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT.

10- AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.

11- DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

, ACCORDING TO THE BUILDING CODE.

NOTES FOR PLATS WITH COMMON AREA

11-ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.

12-LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S."

13-COMMON AREAS ARE CONVEYED TO (INSERT NAME OF HOA).

COMMON AND PARKING AREAS AS APPLICABLE, AND

RIGHT-OF-WAY

VICINITY MAP

VICINITY MAP

PURSUANT TO STATE LAW

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

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

Beginning at a point,

Acres: _____ , # of lots ____ , # of parcels _____ .

SURVEYOR'S SEAL

OWNER'S DEDICATION

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

XXXXX

S NO

,

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

CITY

In witness whereof I have set forth my hand this___ day of ____ , A.D. 20__.

For Plats with an HOA

Signature Print Name Title & Entity

Signature Print Name Title & Entity

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Utah

On this___day of ____, 20__, personally appeared before me _____ who being by me duly sworn, did prove to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this plat with full authority of the owner(s).

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

WITNESS my hand and official seal.

Notary Public Full Name: _____

Commission Number _____ My commission expires: _____
A Notary Public Commissioned in Utah

Each owner's signature must be notarized separately if multiple owners sign in front of different notaries. Please add an owner's acknowledgment signature block for each owner who signs the plat.

APPROVAL BY LEGISLATIVE BODY

The City Council of Heber City, County of Wasatch, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.

Mayor Date

RECORDER'S SEAL

ENGINEERING FIRM ~~ENGINEER'S~~ NAME: _____
ENGINEERING FIRM ~~ENGINEER'S~~ ADDRESS: _____
SURVEYING FIRM ~~DEVELOPER'S~~ NAME: _____
SURVEYING FIRM ~~DEVELOPER'S~~ ADDRESS: _____

PLANNING ~~DIRECTOR~~ MANAGER

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

PLANNING ~~DIRECTOR~~ MANAGER

CITY ENGINEER

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

CITY ENGINEER

WASATCH CO. FIRE DISTRICT

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

FIRE CHIEF

CITY ATTORNEY

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

CITY ATTORNEY

COUNTY SURVEYOR

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

COUNTY SURVEYOR

PLAT NAME AND PHASE

LOCATED IN A PORTION OF THE ___ QUARTER OF SECTION ___,TOWNSHIP ~~SOUTH~~, RANGE ___ EAST,
SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

COUNTY RECORDER

HEBER CITY
HEART OF THE WASATCH BACK

REVIEW 1 DATE:_____
REVIEW 2 DATE:_____
REVIEW 3 DATE:_____

Engineering Review - Final Plan Checklist

DEVELOPMENT NAME:_____

The attached document is a list of typical Engineering Department review criteria for subdivisions. Each submittal shall include a pdf copy of complete plans. The Engineer is responsible for initialing each item on the Checklist. Please check with the Engineering Department before assuming that an item is not applicable, unless it is obviously not applicable. Documents submitted to the Engineering Department shall be organized according to the following general format:

1. Cover Sheet
2. Boundary and Topo Survey
3. Plat
4. Demolition Plan (as necessary)
5. Impact to Irrigation Plan (as necessary)
6. Site Plan
7. Grading and Drainage Plan
8. Utility Plan
9. Signing and Striping Plan, including SRTS (Coordinate with WCSD)
10. Plan/Profile Sheets
11. Custom Detail Sheets (Please exclude City Std Dwgs)

Upon first submittal for plan review, the applicant must sign the verification on the Engineering Plan Review Checklist indicating he/she has personally inspected the Checklist and that all items on the Checklist have been initialed by the responsible Engineer. A copy of the Checklist must accompany the plans with all subsequent reviews. The City will not accept plans for review without this signed Checklist.

In accepting plans for construction, Heber City assumes that applicants have not made any errors and have complied with all applicable codes and ordinances. If, after acceptance of plans for construction, an error is discovered or it is discovered that some aspect of the accepted drawings does not comply with applicable codes and ordinances, the applicant shall, at his own expense, revise the drawings and modify any infrastructure as necessary to correct the problem. Applicants and their design professionals shall remain responsible for their projects at all times.

Notice about Reimbursements: Reimbursement agreements must be approved by the City and executed by both parties before construction can begin on the project. If the applicant wishes to begin construction before there is an agreement in place with the City, he must sign and record a waiver stating he accepts the risk that he may not be reimbursed for any improvements installed, even if they are system improvements.

I understand the conditions stated above and have personally reviewed this submittal and verify that it is complete and that all of the items listed below have been initialed by the responsible Engineer.

Engineer's Signature_____

Printed Name _____

Applicant's Signature_____

Printed Name _____

Note: The following is not intended to be a comprehensive list of items. The City may require more information

Applicant Submitted (Initials)	Required Submittals	City Use Only Accepted Date
	Final Drainage Report -- This report shall include pipe systems, surface routes, and detention ponds. It shall also include a discussion about low impact development best management practices that were considered and implemented for the purpose of infiltrating or evapotranspiring, and using storm water from the site to protect water quality. If no best management practices were implemented, explain the reasons preventing their use. This report shall be stamped and certified by a Utah-licensed professional Engineer, with the following language: "I hereby certify that this report/design for the management of storm water of this development was prepared by me, or under my direct supervision in accordance with the provisions of Heber City's Drainage Manual and Standard Specifications and Drawings, and was designed to comply with the provisions thereof. I understand that the City assumes no responsibility or liability for this report."	
	Geotechnical report, including minimum pavement section.	
	Trip Generation Memo (Less than 100 ADT). Traffic Impact Study (for projects generating more than 100 ADT. Include PM Peak Trips)	
	Army Corps Requirements, if impacting wetlands.	
	Record of Survey per UCLS Standards, AND topographical map including all other relevant information or the existing recorded plat from the County Recorders Office	
	UDOT permit for access or storm drain connection to US 189, SR 113, or SR 40.	
	CLOMR/LOMR filed application for property in FEMA 100-yr flood plain.	
	Stream Alteration Permit from Utah Division of Water Rights if impacting a natural drainage channel.	
	Permit from the BOR and/or canal company if impacting a canal.	
	Construction plans signed and stamped by the responsible Engineer.	
	Dry Utilities Concept Plan	
	Pothole data for utility crossings in existing roadways.	
	Easement agreements.	
	Water Rights Action Report (Get form from Engineering)	
	Exhibits for inclusion into a Reimbursement Agreement for system improvements, if applicable: (1) Schedule of values listing the reiumbursable improvments, inlcuding the City's IFFP project number, quantities, unit prices, and total prices. (2) Site Plan showing the locations of reimbursable improvements with coded references to a schedule of values.	
	Obtain PLSS (Public Land Survey System) clearance letter from the Wasatch County Surveyor's Office if monuments will be disturbed. Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@wasatch.utah.gov Address: 25 North Main Street, Heber, UT 84032 (435) 657-3222 .	

Applicant Submitted (Initials)	All Sheets Must Contain	City Use Only Accepted Date
	Project name	
	Drawing number and title.	
	“Call Before You Dig” logo.	
	North arrow and drawing scale.	
	Abbreviations and Legend	
	All text, features, and linework must be of a size which is legible when printed on standard 11x17 sized paper.	
	References to specific Standard Plans, as applicable	

Applicant Submitted (Initials)	Final Subdivision Plat (See City Standard Plat Template on City's website)	City Use Only Accepted Date
	Subdivision name, location and phase.	
	Names of adjacent property owners.	
	Locations of survey by Quarter Section, Township and Range	
	Signed, stamped, and dated Surveyor’s Certificate (on first submittal)	
	North arrow and scale	
	Total acreage, # of Lots, and # of Parcels at the end of the Boundary Description	
	Lot area for each lot in square feet and acres.	
	Proposed streets (names and coordinates) and adjacent streets.	
	Point of beginning and basis of bearing	
	The distance and course to two (2) or more section or Quarter Corners, including Township and Range, or to identified monuments within a recorded subdivision.	
	All bearings, angles and distances along the boundary and lot lines.	
	Radius, length, chord distance, chord bearing and other curve data deemed necessary.	
	Location of street monuments with bearing and distance labeled monument-to-monument, and location with respect to corners	
	Existing and proposed easements, ROWs, buffer zones and public spaces shown	
	Written boundary description	
	FIRM Insurance Zone and Map number	
	Letter from Wasatch Co GIS approving the addressing. Numbering to be consistent with the phase of the plat, e.g. Phase 2 plat numbering 201, 202, 203, etc.	
	Intersection addresses	
	Survey monuments provided at some street (major preferred) intersections -- 2 monuments for the first 10 lots and 1 additional monument for every additional 30 lots,	
	Public Utility Easements	

Applicant Submitted (Initials)	Cover Sheet	City Use Only Accepted Date
	Sealed by a Utah-licensed Professional Engineer (on first submittal)	
	Project name	
	Sheet Index for all sheets	
	Vicinity Map with North arrow	
	Legend	
	Contact information for the project team and other key contacts	
	City Standard Notes (See City Std. Spec. 00700.108)	

Applicant Submitted (Initials)	Site Plan	City Use Only Accepted Date
	Street names and widths	
	Subdivision lots with lot numbers	
	Proposed roadways connect to adjacent development existing/approved roadways.	
	A note stating, “A Notice to Proceed must be obtained from the City Engineer prior to doing any work on the project.	
	Fire hydrant locations	
	Street lights at cul-de-sac ends, intersections with collectors and larger, and other critical points as determined by the City Engineer.	
	Roadway improvements (curb, gutter, sidewalk, ADA ramps)	
	Phasing of project. Location of temporary turn-arounds at phase boundaries.	
	Overall Site Plan uses callouts and is on 1 sheet (no matchlines)	
	Requirement to install reference pins in curb identifying locations of property lines.	

Applicant Submitted (Initials)	Existing Topography / Demolition Plan	City Use Only Accepted Date
	Existing Topography	
	All existing features in and adjacent to project	
	Plans for removal or relocation of existing infrastructure as needed	
	Areas classified as sensitive lands including 100-yr flood plains, natural drainages, water bodies, wetlands, and slopes greater than 30%	
	Existing easements or other encumbered areas	
	Street Names	

Applicant Submitted (Initials)	Grading and Drainage Plan	City Use Only Accepted Date
	Stamped and certified by a Utah-licensed Professional Engineer, with the following language: “I hereby certify that this design for the management of storm water of this development was prepared by me, or under my direct supervision in accordance with the provisions of Heber City's Drainge Manual and Standard Specifications and Drawings, and was designed to comply with the provisions thereof. I understand that the City assumes no responsibility or liability for this report.”	
	A note stating, “A Notice to Proceed must be obtained from the City Engineer prior to doing any work on the project	
	Existing contour lines (in gray scale) at one-foot intervals	
	Proposed contour lines at one-foot intervals	
	Benchmark elevation relative to an identified section corner.	
	Storm drain system showing pipe sizes, manholes, combination boxes and catch basins, with all elevations (rim & invert).	
	Detail sheet showing detention pond(s) (including cross-sections), sized orifice design, spillway, and overland flood route called out	
	FEMA Flood Zone delineation and 100-year flood elevation limits	
	Lot grading arrows	
	Spot elevations where necessary including curb returns	
	Locations of any utility conflicts	
	Minimum 18” pipe in the ROW, except 15" when for one inlet	
	Catch basins provided at all intersections. Locate catch basins on the uphill side of curb returns and lot lines where possible	
	Cul-de-sacs graded to drain away from the bulb, or with surface flood route	
	Location and type (details) of storm water treatment systems	
	Callout points of connection to existing system, if applicable	
	Slope arrows and labels along gutters, swales, cut/fill slopes, parking areas, and lots	
	Access road to all structures outside of the ROW (12’ min width, 15% max slope)	
	Storm drain line extended to property lines terminated with a manhole	
	Flood overland route terminating at the storm water facility (usually a pond or street)	
	Overland runoff route for stormwater at all sag points	
	Minimum slopes on storm drains to achieve 3 feet per second flowing full.	
	Street Names	
	Overall Grading and Drainage Plan uses callouts and is on 1 sheet (no matchlines)	

Applicant Submitted (Initials)	Utility Plan	City Use Only Accepted Date
	A note stating, “A Notice to Proceed must be obtained from the City Engineer prior to doing any work on the project	
	Survey monuments provided at some street (major preferred) intersections -- 2 monuments for the first 10 lots and 1 additional monument for every additional 30 lots min., e.g., 2 for 10, 3 for 11-40, 4 for 41-80, 5 for 81-120	
	Sanitary sewer / storm drain systems showing pipe alignment, sizes, manholes, and laterals	
	Sewer and storm drain systems to the next manhole beyond subdivision boundary	
	Drinking and pressurized irrigation systems showing type and size of pipes and valves, and fittings (bends, crosses, tees, reducers)	
	Locations of services for all open space areas	
	Locations of all fire hydrants	
	Existing utilities (in grayscale) and plans for relocations as necessary	
	Points of connection to existing structures and pipe lines labeled	
	Existing and proposed easements as required by City Standards	
	Locations of existing and proposed power poles	
	Locations of existing and proposed streetlights	
	Utility line locations follow Street Standard Drawings	
	Streetlights at cul-de-sac ends, major street intersections, and critical points as determined by the City Engineer	
	Street Names	
	Overall Utility Plan uses callouts and is on 1 sheet (no matchlines)	
	Requirement to stamp curb indicating locations of utility laterals	

Applicant Submitted (Initials)	Plan and Profile Sheets	City Use Only Accepted Date
	Vicinity map within subdivision for each sheet	
	Phase boundaries and identification of what will be completed with each phase	
	Typical road sections per Heber City Standards	
	Label street names	
	Vertical curves for grade changes of 1% or greater	
	Vertical alignment of street tying into existing improvements	
	Matching centerline crowns for lower intersecting streets	
	Maximum 5 percent slope through intersections and 60 feet beyond	
	Pavement section per geotech report, or not less than City Standard	
	Locations of any utility conflicts	
	Storm drain pipe size, type, length and slope between manholes	
	Storm drain structures with rim, invert in, and invert out elevations	
	Minimum 18” storm drain in the ROW, except 15" when for one inlet	
	Catch basins provided at all intersections	
	Sewer pipe size, type, length and slope between manholes	
	Minimum sewer slopes per Utah Admin. Code Table R317-3-2.3(D)(4)	
	Sewer manhole sizes with rim, invert in, and invert out elevations	
	Drinking and irrigation systems with callouts for pipe size, and type	
	Locations of fire hydrants	
	Callout locations, sizes, types of all fittings (tee, cross, 45 bend, reducers, etc)	
	Air vacuum relief valves and blowoff valves in both plan and profile views	
	Drains at all low points in the Pressurized Irrigation System	
	Locations of waterline looping due to utility conflicts	

Applicant Submitted ovide Initia	Striping and Signage Plan	City Use Only Accepted Date
	Street names	
	Type, size, and station/offset of each sign with reference to MUTCD sign code	
	Pavement markings types and sizes with station/offset	
	Pavement marking taper rates, per 2009 MUTCD Section 3B.09 Lines 04-06	
	Phase boundaries and identification of what will be completed with each phase	

Applicant Submitted (Initials)	Detail Sheets	City Use Only Accepted Date
	Custom Detail Sheets (Please exclude City Standard Plans.)	

HEBER CITY
HEART OF THE WASATCH BACK

REVIEW 1 DATE:_____
REVIEW 2 DATE:_____
REVIEW 3 DATE:_____

Engineering Review - Preliminary Plan Checklist

NOTE: Shading or strikethrough signifies that it is not required for Preliminary Plans.

DEVELOPMENT NAME:_____

The attached document is a list of typical Engineering Department review criteria for subdivisions. Each submittal shall include a pdf copy of complete plans. The Engineer is responsible for initialing each item on the Checklist. Please check with the Engineering Department before assuming that an item is not applicable, unless it is obviously not applicable. Documents submitted to the Engineering Department shall be organized according to the following general format:

1. Cover Sheet
2. Boundary and Topo Survey
3. Plat
4. Demolition Plan (as necessary)
5. Impact to Irrigation Plan (as necessary)
6. Site Plan
7. Grading and Drainage Plan
8. Utility Plan
9. Signing and Striping Plan, including SRTS (Coordinate with WCSD)
10. Plan/Profile Sheets
11. Custom Detail Sheets (Please exclude City Std Dwgs)

Upon first submittal for plan review, the applicant must sign the verification on the Engineering Plan Review Checklist indicating he/she has personally inspected the Checklist and that all items on the Checklist have been initialed by the responsible Engineer. A copy of the Checklist must accompany the plans with all subsequent reviews. The City will not accept plans for review without this signed Checklist.

In accepting plans for construction, Heber City assumes that applicants have not made any errors and have complied with all applicable codes and ordinances. If, after acceptance of plans for construction, an error is discovered or it is discovered that some aspect of the accepted drawings does not comply with applicable codes and ordinances, the applicant shall, at his own expense, revise the drawings and modify any infrastructure as necessary to correct the problem. Applicants and their design professionals shall remain responsible for their projects at all times.

Notice about Reimbursements: Reimbursement agreements must be approved by the City and executed by both parties before construction can begin on the project. If the applicant wishes to begin construction before there is an agreement in place with the City, he must sign and record a waiver stating he accepts the risk that he may not be reimbursed for any improvements installed, even if they are system improvements.

I understand the conditions stated above and have personally reviewed this submittal and verify that it is complete and that all of the items listed below have been initialed by the responsible Engineer.

Engineer's Signature_____

Printed Name _____

Applicant's Signature_____

Printed Name _____

Note: The following is not intended to be a comprehensive list of items. The City may require more information

Applicant Submitted (Initials)	Required Submittals	City Use Only Accepted Date
	Final Drainage Report -- This report shall include pipe systems, surface routes, and detention ponds. It shall also include a discussion about low impact development best management practices that were considered and implemented for the purpose of infiltrating or evapotranspiring, and using storm water from the site to protect water quality. If no best management practices were implemented, explain the reasons preventing their use. ~~This report shall be stamped and certified by a Utah-licensed professional Engineer~~, with the following language: "I hereby certify that this report/design for the management of storm water of this development was prepared by me, or under my direct supervision in accordance with the provisions of Heber City's Drainage Manual and Standard Specifications and Drawings, and was designed to comply with the provisions thereof. I understand that the City assumes no responsibility or liability for this report."	
	Geotechnical report, including minimum pavement section.	
	Trip Generation Memo (Less than 100 ADT). Traffic Impact Study (for projects generating more than 100 ADT. Include PM Peak Trips)	
	Army Corps Requirements, if impacting wetlands.	
	Record of Survey per UCLS Standards, AND topographical map including all other relevant information or the existing recorded plat from the County Recorders Office	
	UDOT permit for access or storm drain connection to US 189, SR 113, or SR 40.	
	CLOMR/LOMR filed application for property in FEMA 100-yr flood plain.	
	Stream Alteration Permit from Utah Division of Water Rights if impacting a natural drainage channel.	
	Permit from the BOR and/or canal company if impacting a canal.	
	Construction plans ~~signed and stamped by the responsible Engineer~~.	
	Dry Utilities Concept Plan	
	Pothole data for utility crossings in existing roadways.	
	Easement agreements.	
	Water Rights Action Report (Get form from Engineering)	
	Exhibits for inclusion into a Reimbursement Agreement for system improvements, if applicable: (1) Schedule of values listing the reiumbursable improvments, inlcuding the City's IFFP project number, quantities, unit prices, and total prices. (2) Site Plan showing the locations of reimbursable improvements with coded references to a schedule of values.	
	Obtain PLSS (Public Land Survey System) clearance letter from the Wasatch County Surveyor's Office if monuments will be disturbed. Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@wasatch.utah.gov Address: 25 North Main Street, Heber, UT 84032 (435) 657-3222 .	

Applicant Submitted (Initials)	All Sheets Must Contain	City Use Only Accepted Date
	Project name	
	Drawing number and title.	
	"Call Before You Dig" logo.	
	North arrow and drawing scale.	
	Abbreviations and Legend	
	All text, features, and linework must be of a size which is legible when printed on standard 11x17 sized paper.	
	References to specific Standard Plans, as applicable	

Applicant Submitted (Initials)	Preliminary Subdivision Plat (See City Standard Plat Template on City's website)	City Use Only Accepted Date
	Subdivision name, location and phase.	
	Names of adjacent property owners.	
	Locations of survey by Quarter Section, Township and Range	
	Signed, stamped, and dated Surveyor's Certificate (on first submittal)	
	North arrow and scale	
	Total acreage, # of Lots, and # of Parcels at the end of the Boundary Description	
	Lot area for each lot in square feet and acres.	
	Proposed streets (names and coordinates) and adjacent streets.	
	Point of beginning and basis of bearing	
	The distance and course to two (2) or more section or Quarter Corners, including Township and Range, or to identified monuments within a recorded subdivision.	
	All bearings, angles and distances along the boundary and lot lines.	
	Radius, length, chord distance, chord bearing and other curve data deemed necessary.	
	Location of street monuments with bearing and distance labeled monument-to-monument, and location with respect to corners	
	Existing and proposed easements, ROWs, buffer zones and public spaces shown	
	Written boundary description	
	FIRM Insurance Zone and Map number	
	Letter from Wasatch Co GIS approving the addressing. Numbering to be consistent with the phase of the plat, e.g. Phase 2 plat numbering 201, 202, 203, etc.	
	Intersection addresses	
	Survey monuments provided at some street (major preferred) intersections -- 2 monuments for the first 10 lots and 1 additional monument for every additional 30 lots,	
	Public Utility Easements	

Applicant Submitted (Initials)	Cover Sheet	City Use Only Accepted Date
	Sealed by a Utah-licensed Professional Engineer (on first submittal)	
	Project name	
	Sheet Index for all sheets	
	Vicinity Map with North arrow	
	Legend	
	Contact information for the project team and other key contacts	
	City Standard Notes (See City Std. Spec. 00700.108)	

Applicant Submitted (Initials)	Site Plan	City Use Only Accepted Date
	Street names and widths	
	Subdivision lots with lot numbers	
	Proposed roadways connect to adjacent development existing/approved roadways.	
	A note stating, "A Notice to Proceed must be obtained from the City Engineer prior to doing any work on the project.	
	Fire hydrant locations	
	Street lights at cul-de-sac ends, intersections with collectors and larger, and other critical points as determined by the City Engineer.	
	Roadway improvements (curb, gutter, sidewalk, ADA ramps)	
	Phasing of project. ~~Location of temporary turn-arounds at phase boundaries.~~	
	Overall Site Plan uses callouts and is on 1 sheet (no matchlines)	
	Requirement to install reference pins in curb identifying locations of property lines.	

Applicant Submitted (Initials)	Existing Topography ~~/ Demolition Plan~~	City Use Only Accepted Date
	Existing Topography	
	All existing features in and adjacent to project	
	Plans for removal or relocation of existing infrastructure as needed	
	Areas classified as sensitive lands including 100-yr flood plains, natural drainages, water bodies, wetlands, and slopes greater than 30%	
	Existing easements or other encumbered areas	
	Street Names	

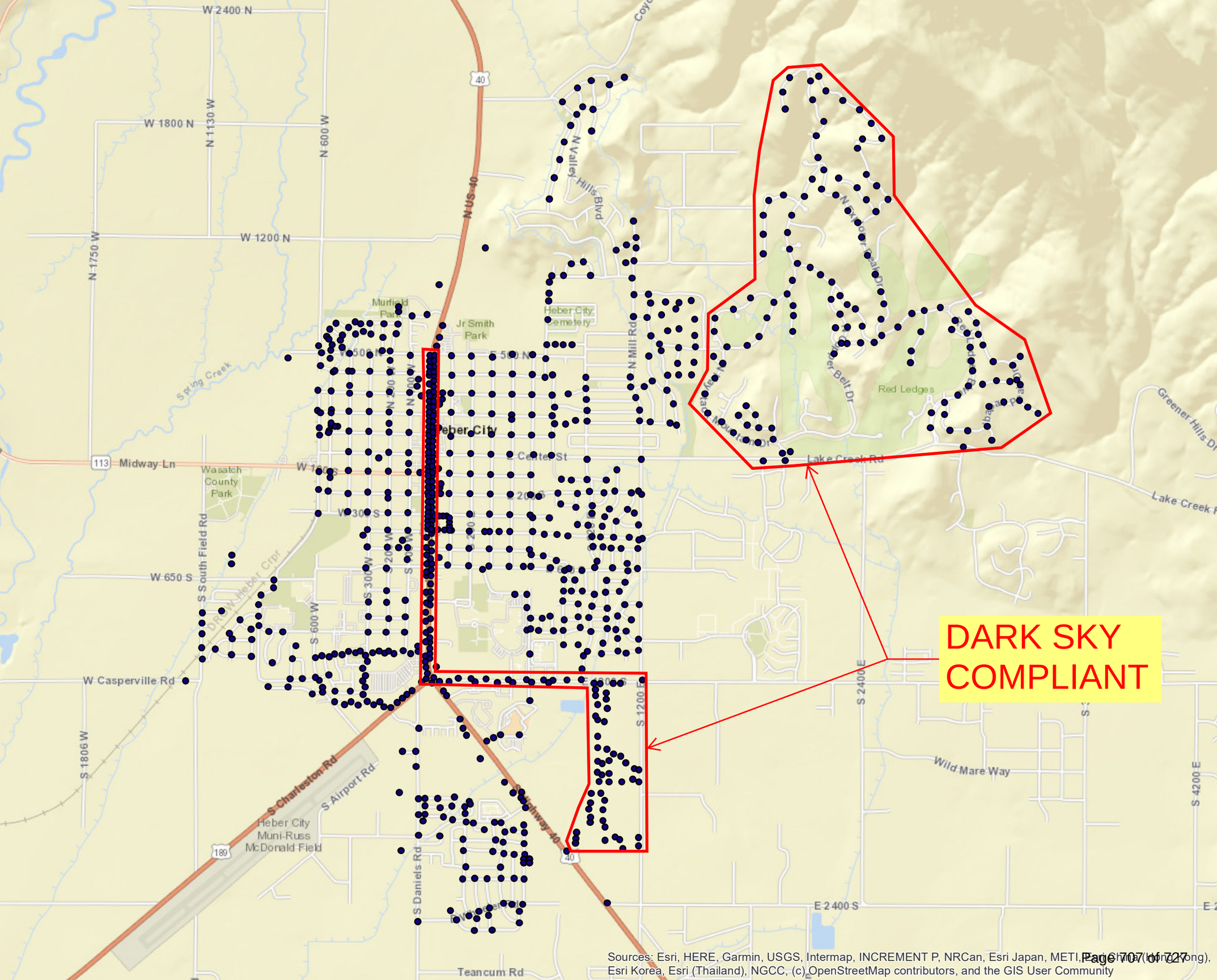
Applicant Submitted (Initials)	Grading and Drainage Plan	City Use Only Accepted Date
	~~Stamped and certified by a Utah-licensed Professional Engineer~~, with the following language: "I hereby certify that this design for the management of storm water of this development was prepared by me, or under my direct supervision in accordance with the provisions of Heber City's Drainage Manual and Standard Specifications and Drawings, and was designed to comply with the provisions thereof. I understand that the City assumes no responsibility or liability for this report."	
	A note stating, "A Notice to Proceed must be obtained from the City Engineer prior to doing any work on the project	
	Existing contour lines (in gray scale) at one-foot intervals	
	Proposed contour lines at one-foot intervals	
	Benchmark elevation relative to an identified section corner.	
	Storm drain system showing pipe sizes, manholes, combination boxes and catch basins, with all elevations (rim & invert).	
	Detail sheet showing detention pond(s) (including cross-sections), sized orifice design, spillway, and overland flood route called out	
	FEMA Flood Zone delineation and 100-year flood elevation limits	
	Lot grading arrows	
	Spot elevations where necessary including curb returns	
	Locations of any utility conflicts	
	Minimum 18" pipe in the ROW, except 15" when for one inlet	
	Catch basins provided at all intersections. Locate catch basins on the uphill side of curb returns and lot lines where possible	
	Cul-de-sacs graded to drain away from the bulb, or with surface flood route	
	Location and type (details) of storm water treatment systems	
	Callout points of connection to existing system, if applicable	
	Slope arrows and labels along gutters, swales, cut/fill slopes, parking areas, and lots	
	Access road to all structures outside of the ROW (12' min width, 15% max slope)	
	Storm drain line extended to property lines terminated with a manhole	
	Flood overland route terminating at the storm water facility (usually a pond or street)	
	Overland runoff route for stormwater at all sag points	
	Minimum slopes on storm drains to achieve 3 feet per second flowing full.	
	Street Names	
	Overall Grading and Drainage Plan uses callouts and is on 1 sheet (no matchlines)	

Applicant Submitted (Initials)	Utility Plan	City Use Only Accepted Date
	A note stating, “A Notice to Proceed must be obtained from the City Engineer prior to doing any work on the project	
	Survey monuments provided at some street (major preferred) intersections -- 2 monuments for the first 10 lots and 1 additional monument for every additional 30 lots min., e.g., 2 for 10, 3 for 11-40, 4 for 41-80, 5 for 81-120	
	Sanitary sewer / storm drain systems showing pipe alignment, sizes, manholes, and laterals	
	Sewer and storm drain systems to the next manhole beyond subdivision boundary	
	Drinking and pressurized irrigation systems ~~showing type and size of pipes and valves, and fittings (bends, crosses, tees, reducers)~~	
	Locations of services for all open space areas	
	Locations of all fire hydrants	
	Existing utilities (in grayscale) and plans for relocations as necessary	
	Points of connection to existing structures and pipe lines labeled	
	Existing and proposed easements as required by City Standards	
	Locations of existing and proposed power poles	
	Locations of existing and proposed streetlights	
	Utility line locations follow Street Standard Drawings	
	Streetlights at cul-de-sac ends, major street intersections, and critical points as determined by the City Engineer	
	Street Names	
	Overall Utility Plan ~~uses callouts~~ and is on 1 sheet (no matchlines)	
	Requirement to stamp curb indicating locations of utility laterals	

Applicant Submitted (Initials)	Plan and Profile Sheets	City Use Only Accepted Date
	Vicinity map within subdivision for each sheet	
	Phase boundaries and identification of what will be completed with each phase	
	Typical road sections per Heber City Standards	
	Label street names	
	Vertical curves for grade changes of 1% or greater	
	Vertical alignment of street tying into existing improvements	
	Matching centerline crowns for lower intersecting streets	
	Maximum 5 percent slope through intersections and 60 feet beyond	
	Pavement section per geotech report, or not less than City Standard	
	Locations of any utility conflicts	
	Storm drain pipe size, type, length and slope between manholes	
	Storm drain structures with rim, invert in, and invert out elevations	
	Minimum 18” storm drain in the ROW, except 15" when for one inlet	
	Catch basins provided at all intersections	
	Sewer pipe size, type, length and slope between manholes	
	Minimum sewer slopes per Utah Admin. Code Table R317-3-2.3(D)(4)	
	Sewer manhole sizes with rim, invert in, and invert out elevations	
	Drinking and irrigation systems with callouts for pipe size, and type	
	Locations of fire hydrants	
	Callout locations, sizes, types of all fittings (tee, cross, 45 bend, reducers, etc)	
	Air vacuum relief valves and blowoff valves in both plan and profile views	
	Drains at all low points in the Pressurized Irrigation System	
	Locations of waterline looping due to utility conflicts	

Applicant Submitted ovide Initia	Striping and Signage Plan	City Use Only Accepted Date
	Street names	
	Type, size, and station/offset of each sign with reference to MUTCD sign code	
	Pavement markings types and sizes with station/offset	
	Pavement marking taper rates, per 2009 MUTCD Section 3B.09 Lines 04-06	
	Phase boundaries and identification of what will be completed with each phase	

Applicant Submitted (Initials)	Detail Sheets	City Use Only Accepted Date
	Custom Detail Sheets (Please exclude City Standard Plans.)	

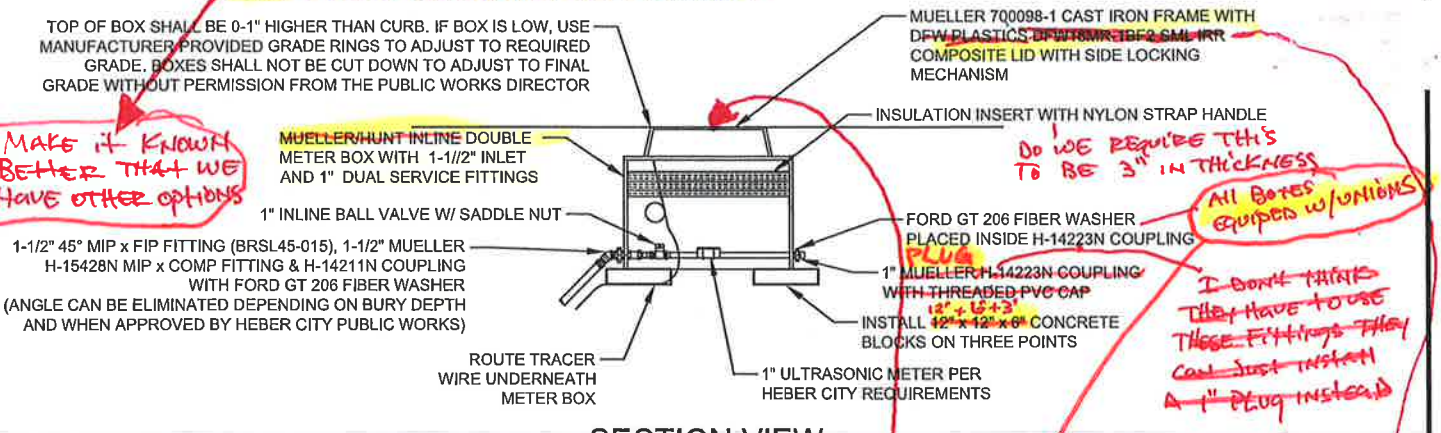


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

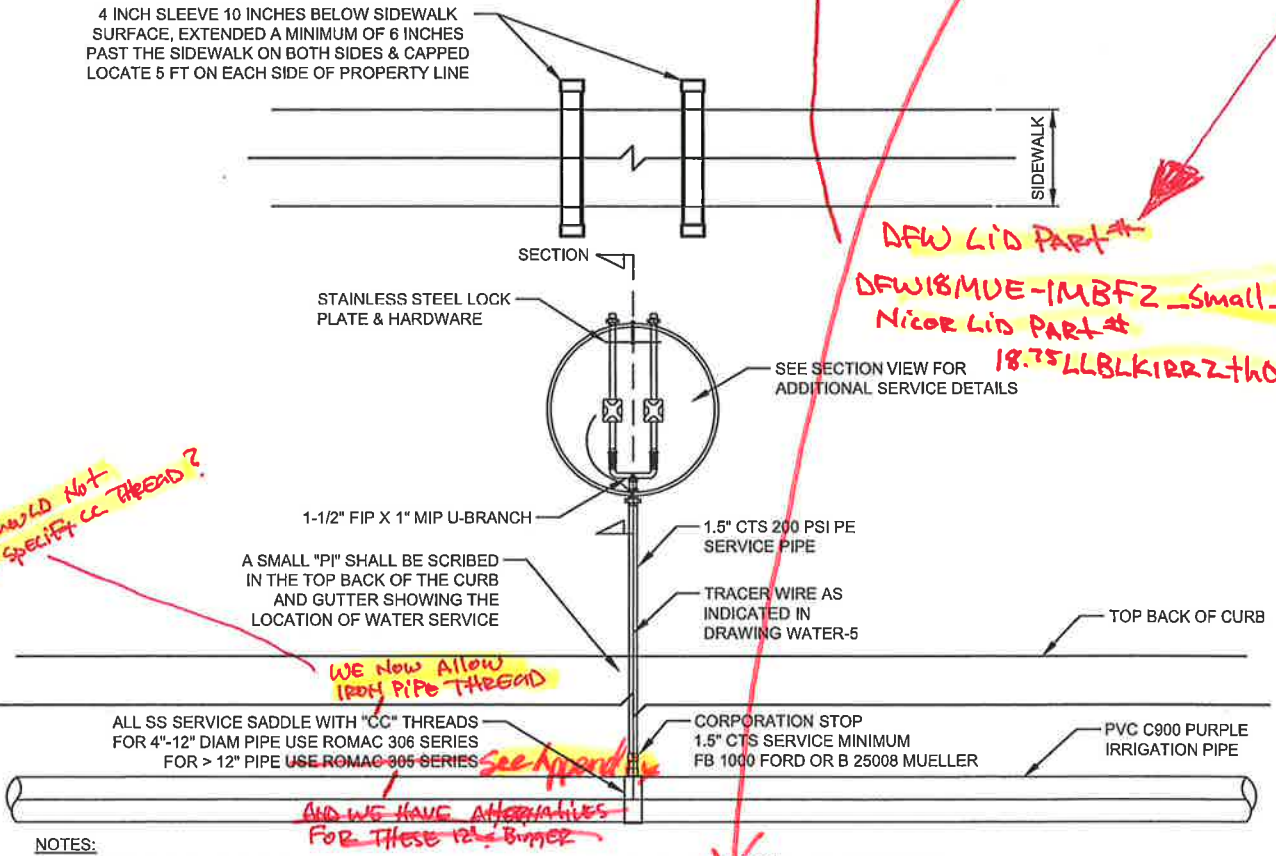
TABLE 1				
SERVICE LINE SIZE	MINIMUM METER BOX SIZE	BOX MODEL	LID / FRAME MODEL	COMMENTS
1 INCH	27" x 18"	330ID2718FAB000650N	~~DFWI8MR-IBF2-SML-IRR~~ / 700098-1	NEW SERVICES

NOTE 1: FOR LARGER SIZES, USE SINGLE SERVICE DETAIL AND CONFIGURATION.

~~NOTE 2: SEE APPENDIX A FOR ADDITIONAL APPROVED ALTERNATES.~~



SECTION VIEW



NOTES:

1. ALL COMPONENTS SHOWN TO BE FURNISHED AND INSTALLED BY DEVELOPER AND CONFORM TO AWWA C800.
2. STAINLESS STEEL STIFFENERS ON ALL POLY CONNECTIONS.
3. METER BOXES ALLOWED WITHIN DRIVEWAY ZONE ONLY WITH PRIOR APPROVAL FROM PUBLIC WORKS DIRECTOR.
4. WHEN METER BOXES ARE INSTALLED WITHIN DRIVEWAY ZONES OR WITHIN OTHER PAVED SURFACES, DIFFERENT TRAFFIC RATED LIDS & FRAMES MAY BE REQUIRED PER THE DIRECTION OF THE PUBLIC WORKS DIRECTOR.
5. IRRIGATION METER CAN TO BE LOCATED IN THE MIDDLE OF THE PLANTER STRIP OR BETWEEN SIDEWALK AND PROPERTY LINE (FOR COMBINATION SIDEWALK) OR AS DIRECTED BY ENGINEER. 4" SLEEVE REQUIRED ON ALL INSTALLATIONS INCLUDING EXISTING SIDEWALK.
6. IRRIGATION SERVICE SHOULD CONNECT DIRECTLY TO THE MAIN LINE AND NOT "TEE" OFF OF SERVICE LINES.
7. METER CAN SHALL BE COMPLETELY BACKFILLED WITH COMPACTED 3" MINUS GRANULAR MATERIAL FROM TOP TO BOTTOM.
8. BEDDING OF ALL PIPE SHALL CONFORM TO HEBER CITY BEDDING STANDARDS FOR CULINARY WATER.
9. METER FEE WILL BE ASSESSED WITH BUILDING PERMIT OR AT TIME OF METER INSTALLATION.

IRRIGATION SERVICE - TWO LOTS

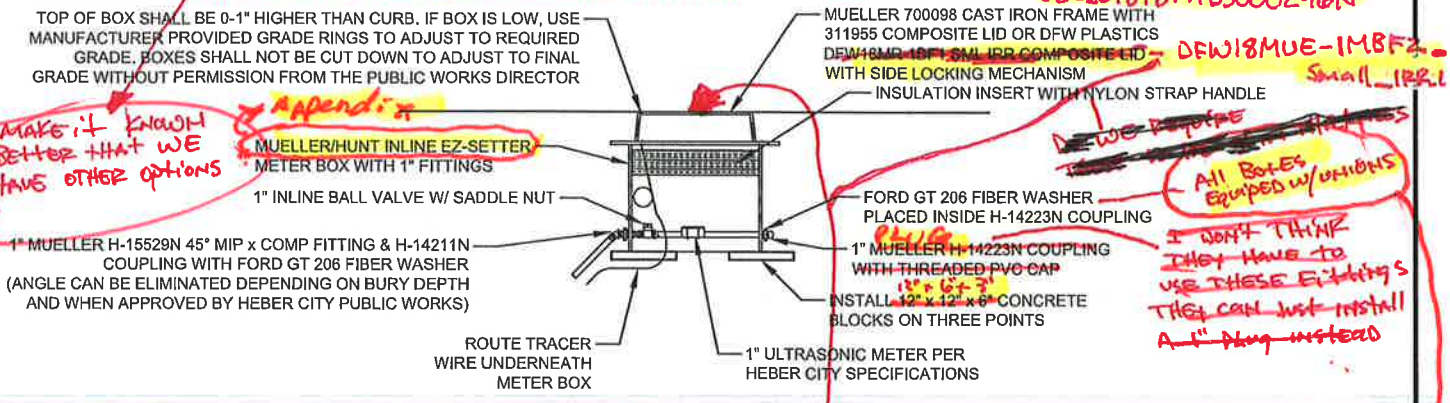
HORROCKS ENGINEERS 728 WEST 100 SOUTH #2 HEBER CITY, UTAH 84032 (435) 654-2226	DATE: APRIL 2015 SCALE: N.T.S.	HEBER CITY CORPORATION 75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757	HEBER CITY STANDARD DRAWING IRRIGATION-1A

H:\Heber City\Std Dwgs\2022 March\Updated drawings\IRRIGATION-1A_Updated.dwg - Jr Serv 2 Lots - 3/24/2022 04:20pm, alexandria.lewallen

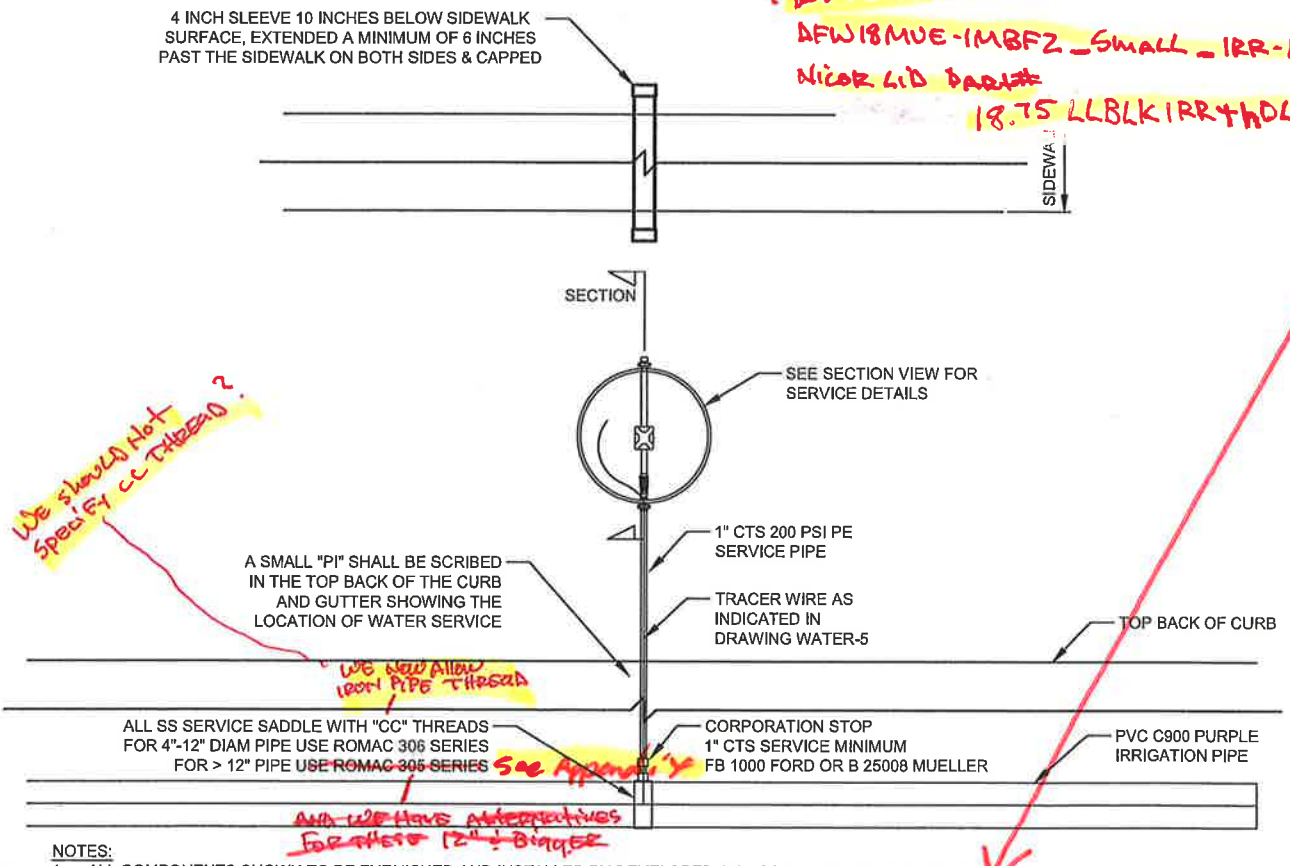
TABLE 1				
SERVICE LINE SIZE	MINIMUM METER BOX SIZE	BOX MODEL	LID / FRAME MODEL	COMMENTS
1" MINIMUM	18" x 18"	330IS1818FABS000646N	~~DFW18MR-1BF1 SML IRR (NO FRAME)~~	NEW SERVICES
1.5"	27" x 24"	500IS2724FAB000666N	~~DFW18MR-1BF1 SML IRR~~ / 700098-1	NEW SERVICES
2"	36" x 36"	550IS3636FAB000666N	SAME AS ABOVE w/ 790138 EXP RING	NEW SERVICES

NOTE 1: FOR LARGER SIZES CONTACT PUBLIC WORKS FOR REQUIREMENTS.

~~NOTE 2: SEE APPENDIX A FOR ADDITIONAL APPROVED ALTERNATES.~~



SECTION VIEW



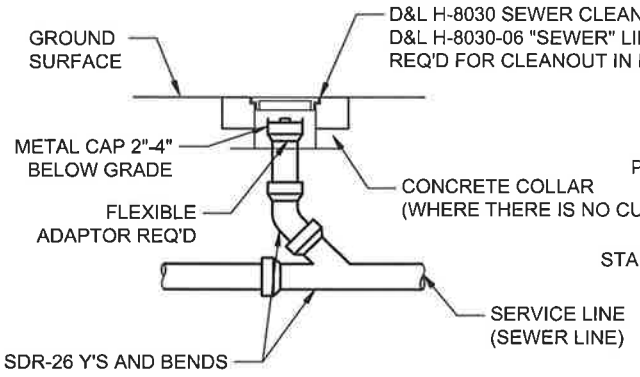
NOTES:

1. ALL COMPONENTS SHOWN TO BE FURNISHED AND INSTALLED BY DEVELOPER AND CONFORM TO AWWA C800.
2. STAINLESS STEEL STIFFENERS ON ALL POLY CONNECTIONS.
3. METER BOXES ALLOWED WITHIN DRIVEWAY ZONE ONLY WITH PRIOR APPROVAL FROM PUBLIC WORKS DIRECTOR.
4. WHEN METER BOXES ARE INSTALLED WITHIN DRIVEWAY ZONES OR WITHIN OTHER PAVED SURFACES, DIFFERENT TRAFFIC RATED LIDS & FRAMES MAY BE REQUIRED PER THE DIRECTION OF THE PUBLIC WORKS DIRECTOR.
5. IRRIGATION METER CAN TO BE LOCATED IN THE MIDDLE OF THE PLANTER STRIP OR BETWEEN SIDEWALK AND PROPERTY LINE (FOR COMBINATION SIDEWALK) OR AS DIRECTED BY ENGINEER. 4" SLEEVE REQUIRED ON ALL INSTALLATIONS INCLUDING EXISTING SIDEWALK.
6. IRRIGATION SERVICE SHOULD CONNECT DIRECTLY TO THE MAIN LINE AND NOT "TEE" OFF OF SERVICE LINES.
7. METER CAN SHALL BE COMPLETELY BACKFILLED WITH COMPACTED 3" MINUS GRANULAR MATERIAL FROM TOP TO BOTTOM.
8. BEDDING OF ALL PIPE SHALL CONFORM TO HEBER CITY BEDDING STANDARDS FOR CULINARY WATER.
9. METER FEE WILL BE ASSESSED WITH BUILDING PERMIT OR AT TIME OF METER INSTALLATION.

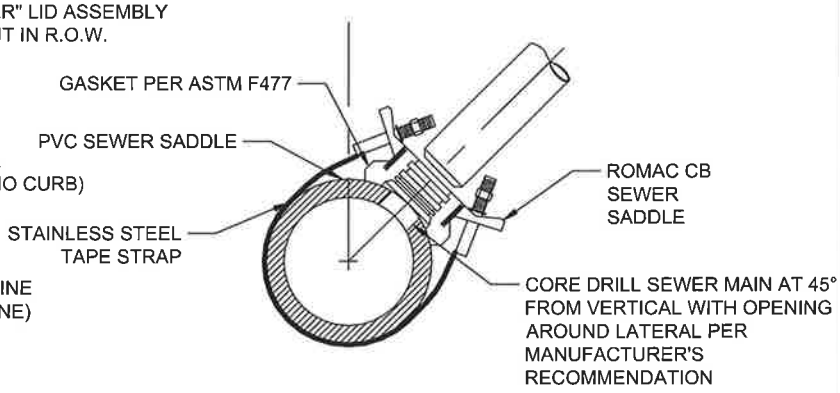
IRRIGATION SERVICE - ONE LOT

HORROCKS ENGINEERS 728 WEST 100 SOUTH #2 HEBER CITY, UTAH 84032 (435) 654-2226	DATE: APRIL 2015 SCALE: N.T.S.	HEBER CITY CORPORATION 75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757	HEBER CITY STANDARD DRAWING IRRIGATION-1B

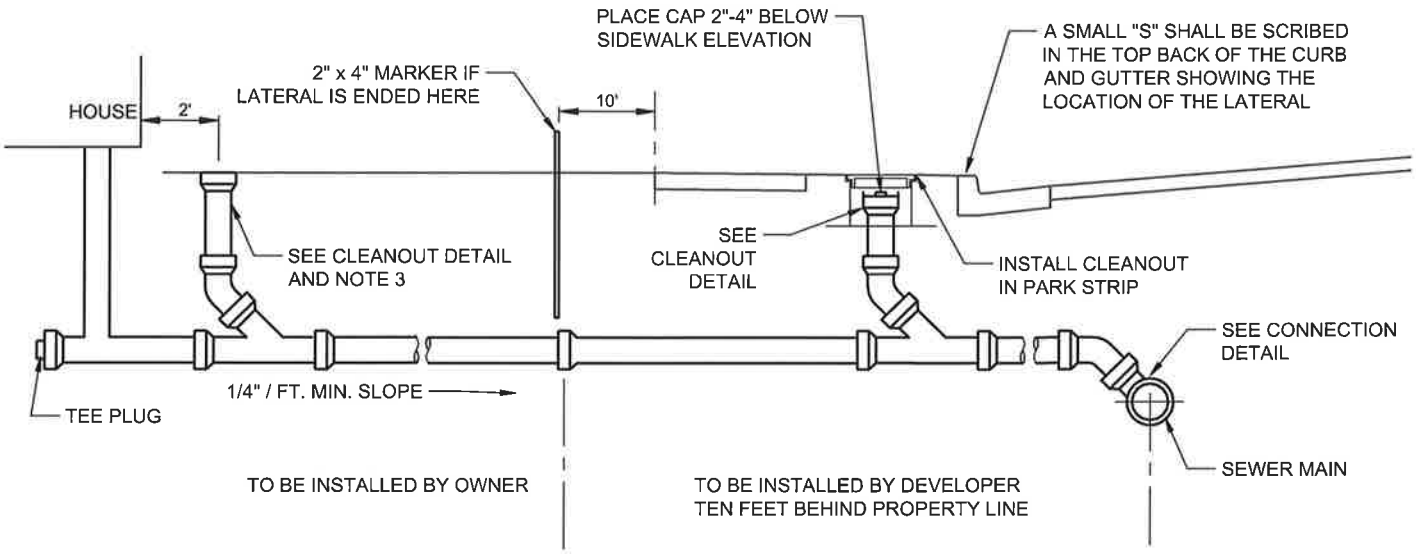
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CLEANOUT DETAIL



CONNECTION DETAIL
ON EXISTING MAIN LINES
(SEE NOTE 6)



NOTES:

1. PIPE GRAPHICS DO NOT NECESSARILY INDICATE TYPE OF PIPE TO BE USED.
2. ALL PVC SEWER LATERAL PIPE AND FITTINGS WITHIN THE R.O.W. SHALL BE A MINIMUM OF SDR-26.
3. MAXIMUM SPACING BETWEEN CLEANOUTS IS 100' AND AT ALL BENDS.
4. MAXIMUM ALLOWED BEND IN LATERAL IS 22 1/2 DEGREES.
5. SEWER & WATER LATERALS ARE PROHIBITED IN COMMON TRENCH PER STATE CODE R 309-550-7.
6. "INSERTA TEE" MAY BE USED FOR CERTAIN CONDITIONS WITH PRIOR CITY ENGINEER APPROVAL.
7. WHEN APPROVED, "INSERTA TEE" INSTALLATION MUST BE WITNESSED, INSPECTED AND CERTIFIED BY AUTHORIZED CITY AGENTS
8. IN CERTAIN AREAS WHERE CONCERN FOR SEWER BACKUP EXISTS, A SEWER BACKFLOW PREVENTER (RECTORSEAL 97034) SHALL BE REQUIRED.
9. PIPE SLOPE SHALL BE 1/4" / FT MIN. ~~UNLESS OTHERWISE APPROVED BY HEBER CITY~~

DATE: JUNE 2023
SCALE: N.T.S.

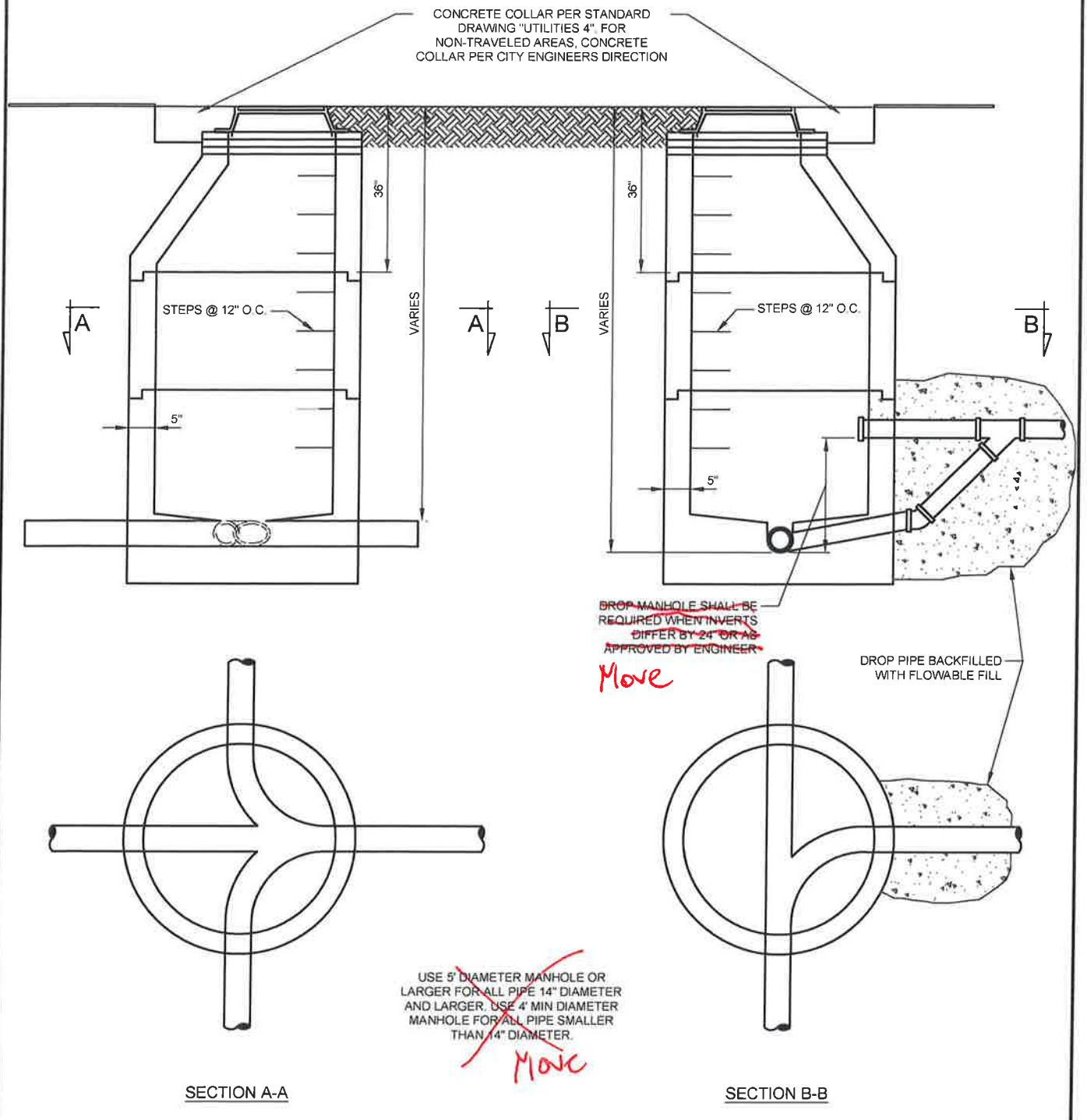
75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY
HEART OF THE WASATCH BACK

SEWER LATERAL & DETAILS

SEWER-1

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JUNCTION & DROP MANHOLES

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HORROCKS ENGINEERS

728 WEST 100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 654-2226

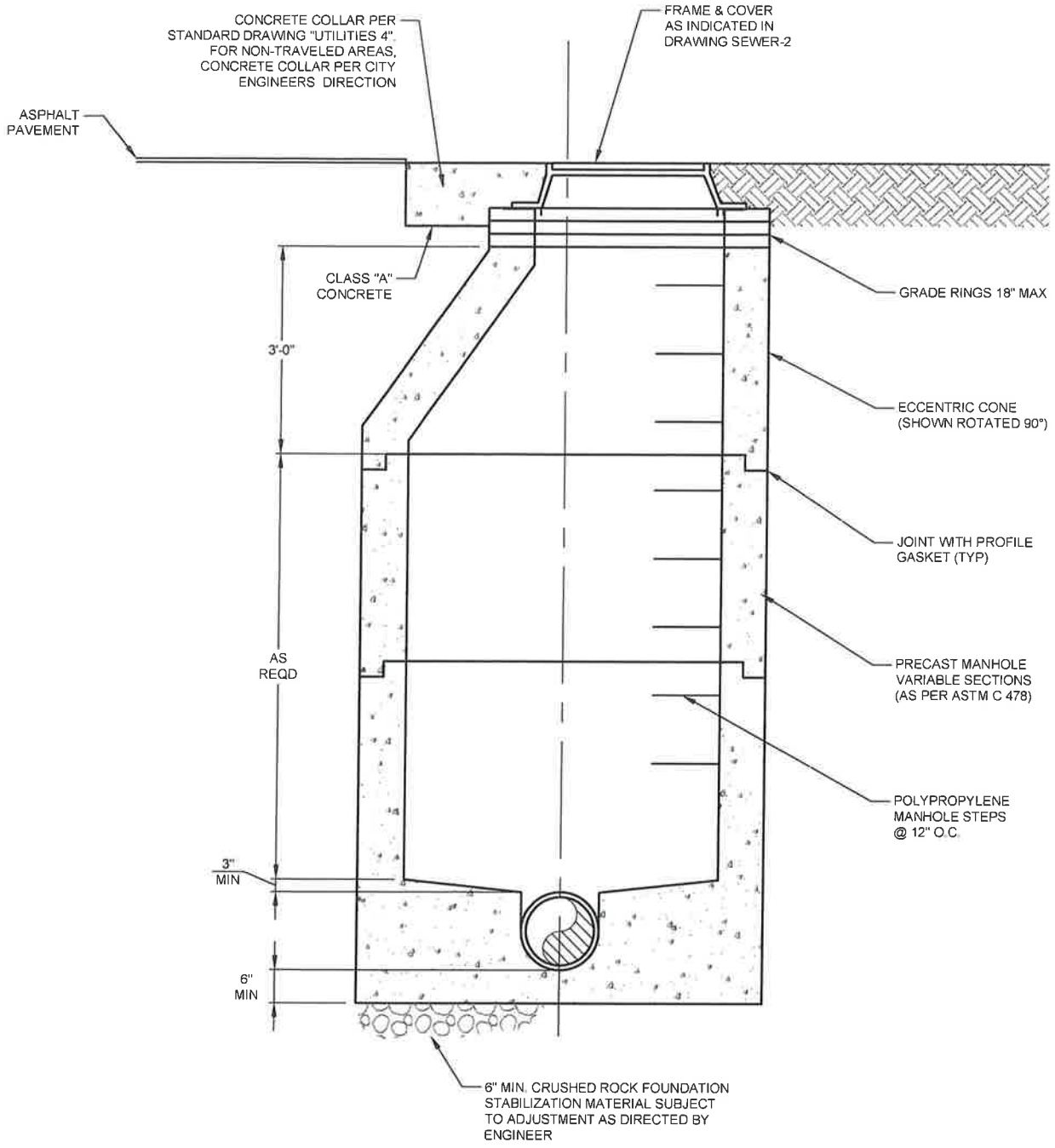
DATE: APRIL 2015
SCALE: N.T.S.

HEBER CITY CORPORATION

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY STANDARD DRAWING

SEWER-3



NOTES:

1. LOCATE MANHOLE COVER ON SIDE OF MANHOLE AS SHOWN ABOVE. SET MANHOLE FRAME IN GROUT.
2. ALL MANHOLES TO BE WATER TIGHT AND TESTED AS PER STD. SPEC. 02660.
3. MANHOLE BASE AND 1ST SECTION OF MANHOLE TO BE FABRICATED AS AN INTEGRAL UNIT.
4. ~~USE 5' DIAMETER OR LARGER MANHOLE FOR PIPES 14" DIAMETER AND LARGER.~~
5. ~~USE 4' DIAMETER MANHOLE FOR ALL PIPES SMALLER THAN 14" DIAMETER.~~

Move

PRECAST CONCRETE SEWER MANHOLE

HORROCKS ENGINEERS
728 WEST 100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 654-2226

DATE: FEBRUARY 2019
SCALE: N.T.S.

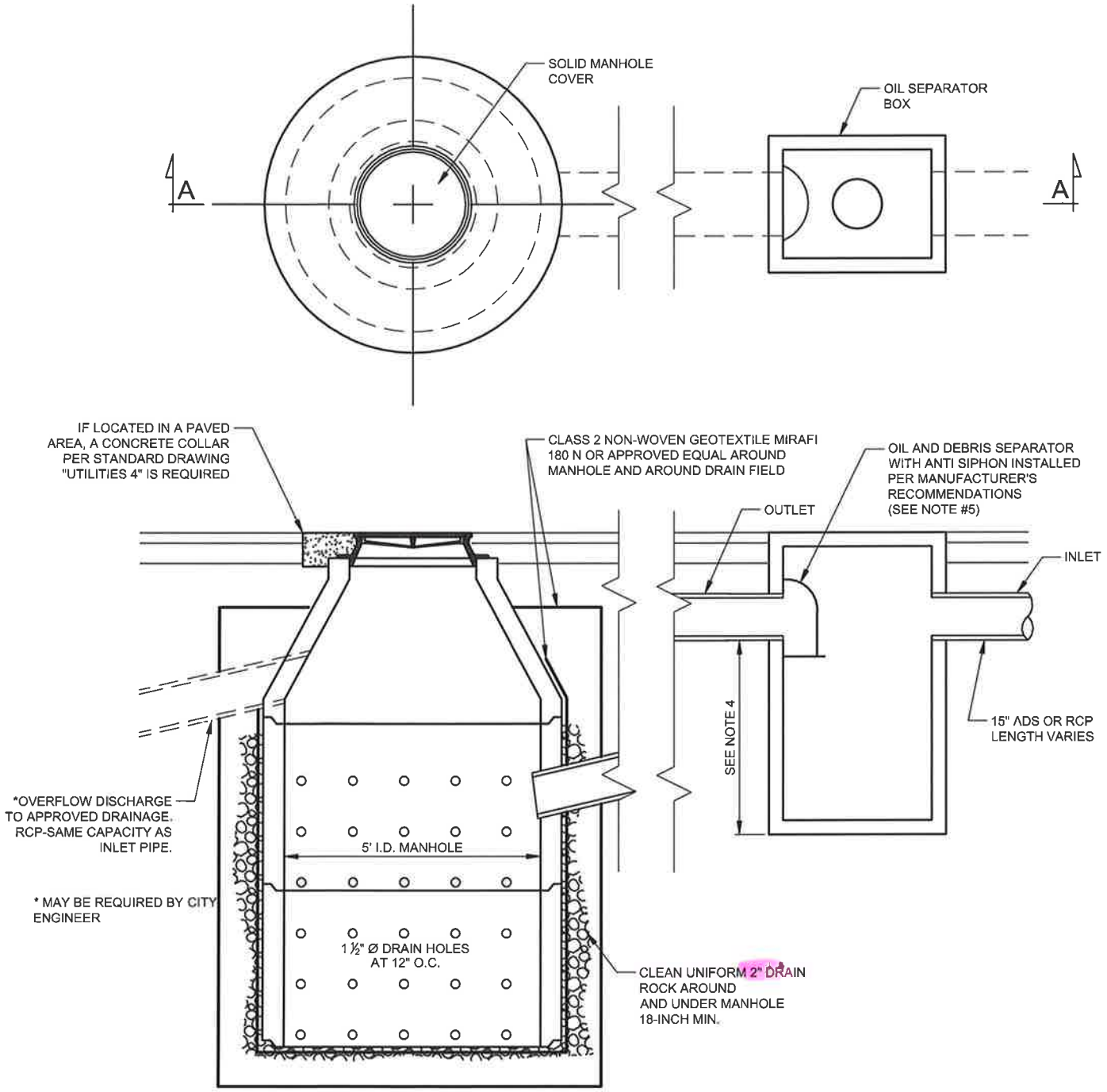
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HEBER CITY

HEBER CITY STANDARD DRAWING

SEWER-5

V:\ENGR\Stds\StdSpec\StdSpec 2019\Dwg Files\SEWER-5.dwg - Manhole Precast - 2/06/2019 11:22am, rfunk



SECTION A-A

NOTES:

1. CONSTRUCT DROP INLET BOX TO MATCH WIDTH OF CURB & GUTTER. MATCH INSIDE LENGTH OF BOX TO INSIDE LENGTH OF FRAME.
2. D & L I-3516 WITH ADJUSTABLE CURB BOX.
3. STANDARD CAST IRON MANHOLE RING & LID.
4. SUMP DEPTH = 36" MIN. FOR 12" DIAMETER OUTLET AND SMALLER, FOR OUTLET DIAMETER 15" AND LARGER, DEPTH = 2.5 TO 3 TIMES THE DIAMETER.
5. SEE STANDARD SPECIFICATION 02772 PONDS.

DATE: JUNE 2023
SCALE: N.T.S.

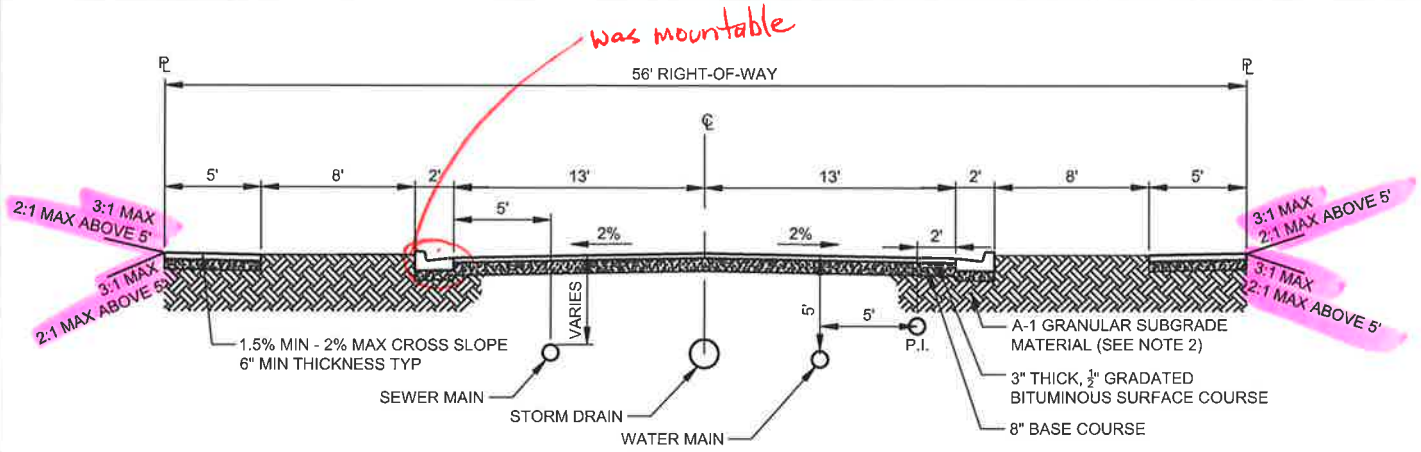
75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY
HEART OF THE WASATCH BACK

SUMP DISPOSAL & OIL SEPARATOR

DRAIN-3

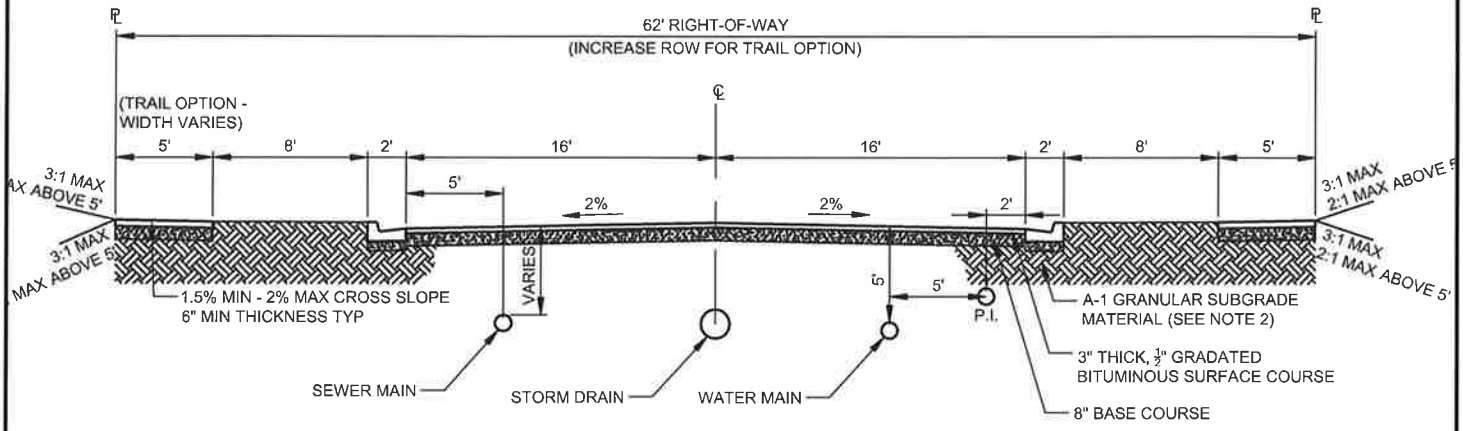
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TYPICAL CRITERIA FOR USE OF MINOR RESIDENTIAL LOCAL STREET:

1. THE MAXIMUM AVERAGE DAILY TRIPS SHALL NOT EXCEED 500.
2. THE TOTAL NUMBER OF UNITS MUST BE LESS THAN 100.
3. PARKING TO BE RESTRICTED AS DIRECTED BY THE CITY ENGINEER.

MINOR RESIDENTIAL LOCAL



TYPICAL CRITERIA FOR USE OF MAJOR RESIDENTIAL LOCAL STREET:

1. THE MAXIMUM AVERAGE DAILY TRIPS SHALL NOT EXCEED 2000.
2. THE TOTAL NUMBER OF UNITS MUST BE LESS THAN 200.

MAJOR RESIDENTIAL LOCAL

NOTES FOR RESIDENTIAL STREETS:

1. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
2. MAXIMUM ROAD GRADE IS 8% WITHOUT CITY ENGINEER'S APPROVAL.
3. PARK STRIPS TO BE FILLED TO WITHIN ONE INCH OF T.B.C. AND TOP OF SIDEWALK.
4. WHERE HEBER CITY APPROVES INSTALLING A TRAIL OR SIDEWALK ON ONLY ONE SIDE, THE FULL RIGHT-OF-WAY DEDICATION IS STILL REQUIRED TO ALLOW FOR FUTURE INSTALLATION OF SIDEWALK.
5. TRAIL OPTION AND WIDTH IS DETERMINED BY HEBER CITY ACCORDING TO THE CURRENT TRAILS MASTER PLAN.

DATE: JUNE 2023
SCALE: N.T.S.

75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY
HEART OF THE WASATCH BACK

MAJOR & MINOR RESIDENTIAL LOCAL

STREETS-1

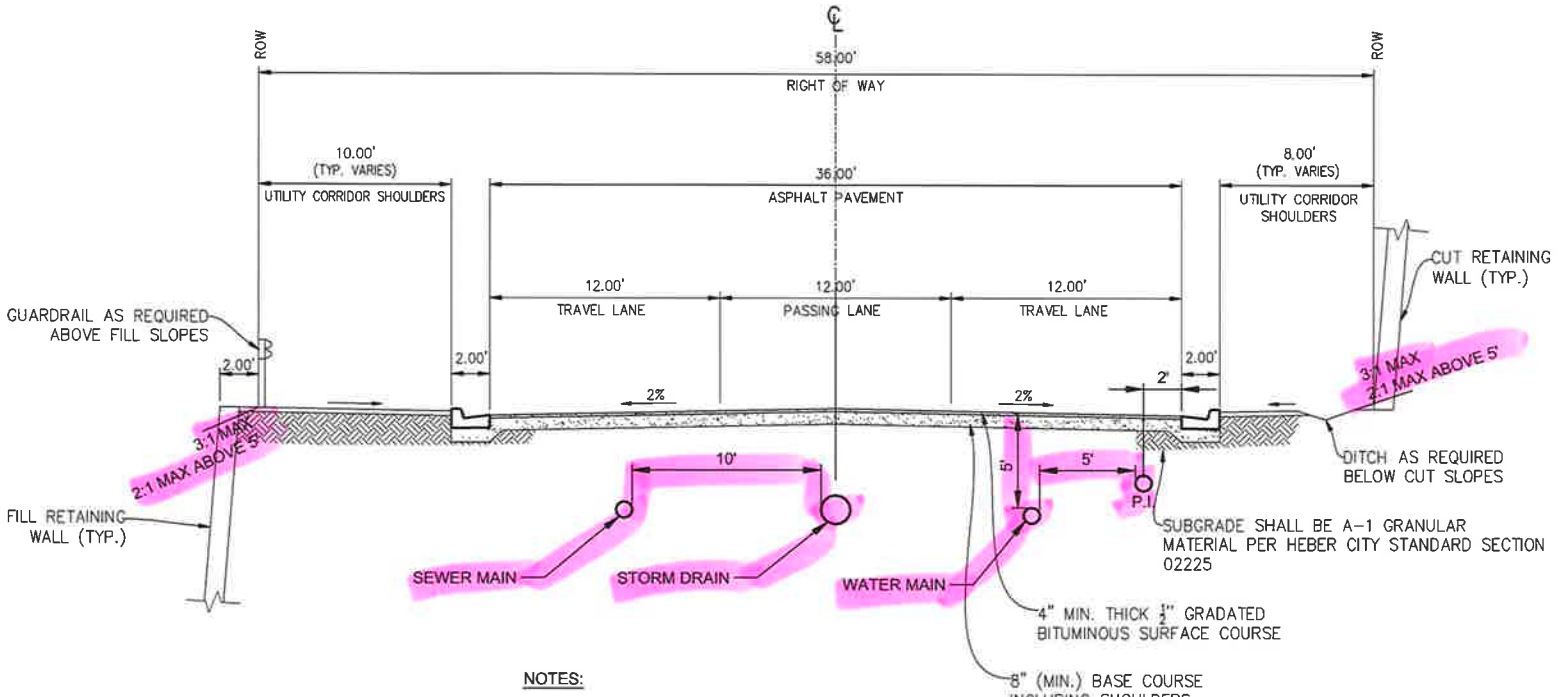
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75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

SCALE: N.T.S.

DATE: JUNE 2023

HEBER CITY
HEART OF THE WASATCH BACK



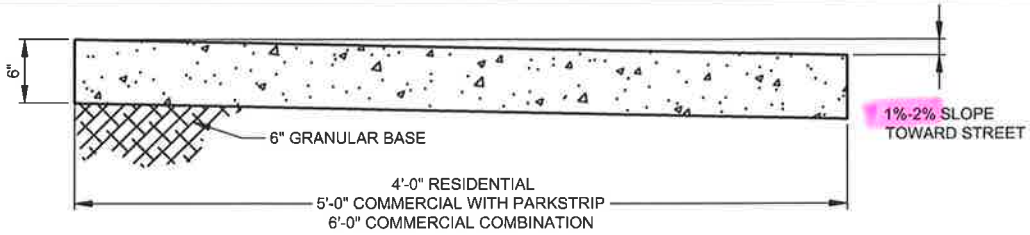
NOTES:

1. IN SOME CASES, ASPHALT WIDTH MAY BE REDUCED WHEN ROAD GRADE IS LESS THAN 4% WITH PRIOR CITY ENGINEER APPROVAL.
2. SUBGRADE SHALL BE A-1 GRANULAR MATERIAL PER SECTION 02225.
3. SHOULDERS TO BE FILLED TO WITHIN ONE INCH OF T.B.C.
4. NO PARKING.
5. NO RESIDENTIAL DRIVEWAYS.
6. TRAVERSES NON-DEVELOPABLE TERRAIN.
7. ENCROACHMENT EASEMENTS REQUIRED FOR WALLS/SLOPES OUTSIDE OF ROW.
8. TRAILS SHALL BE LOCATED OUTSIDE OF THE ROW.

NO ACCESS MOUNTAIN COLLECTOR

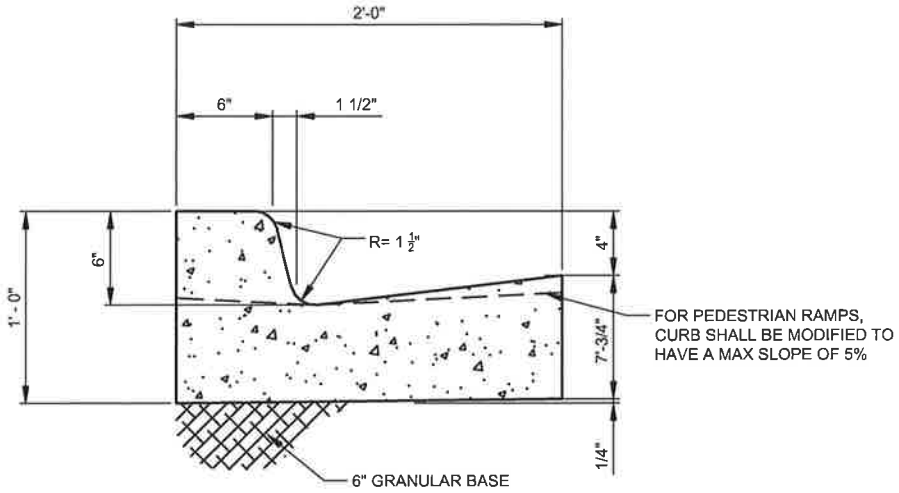
NO-ACCESS MOUNTAIN COLLECTOR

STREETS-2B



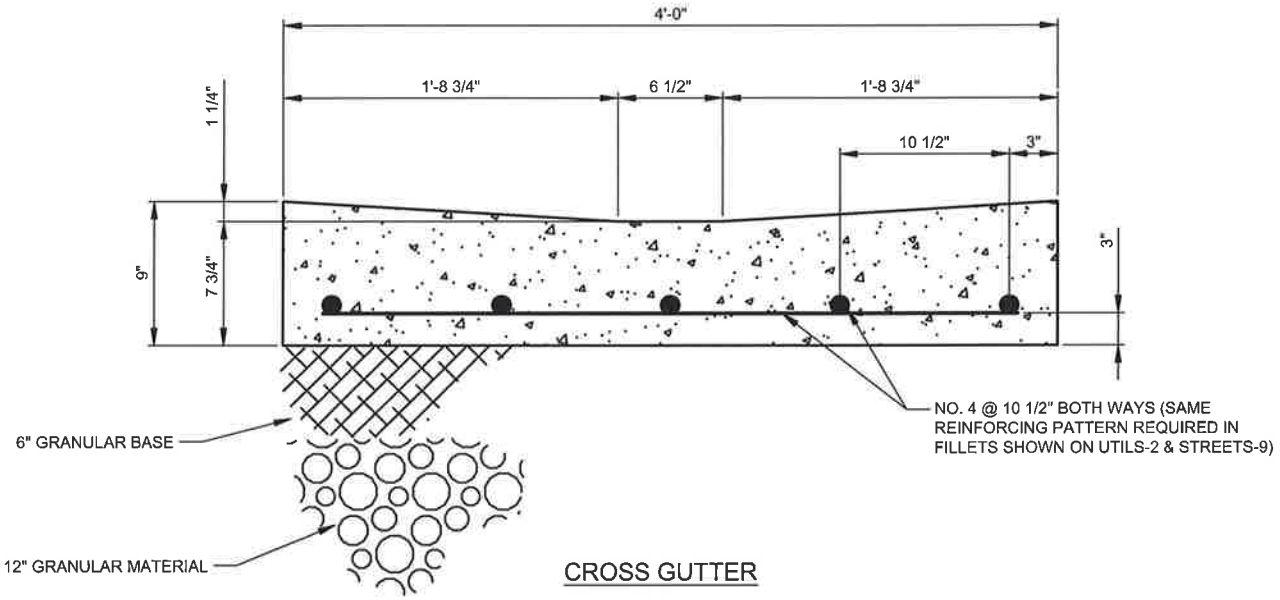
NOTE: WHEN REPLACING SIDEWALK, THICKNESS MAY BE REDUCED TO 4" WITH CITY ENGINEER APPROVAL.

SIDEWALK



NOTES:THE TOP BACK OF CURB SHALL BE STAMPED ACCORDING TO SECTION 700 - 1.02 - L.

HIGH BACK CURB & GUTTER



CROSS GUTTER

DATE: JUNE 2023
SCALE: N.T.S.

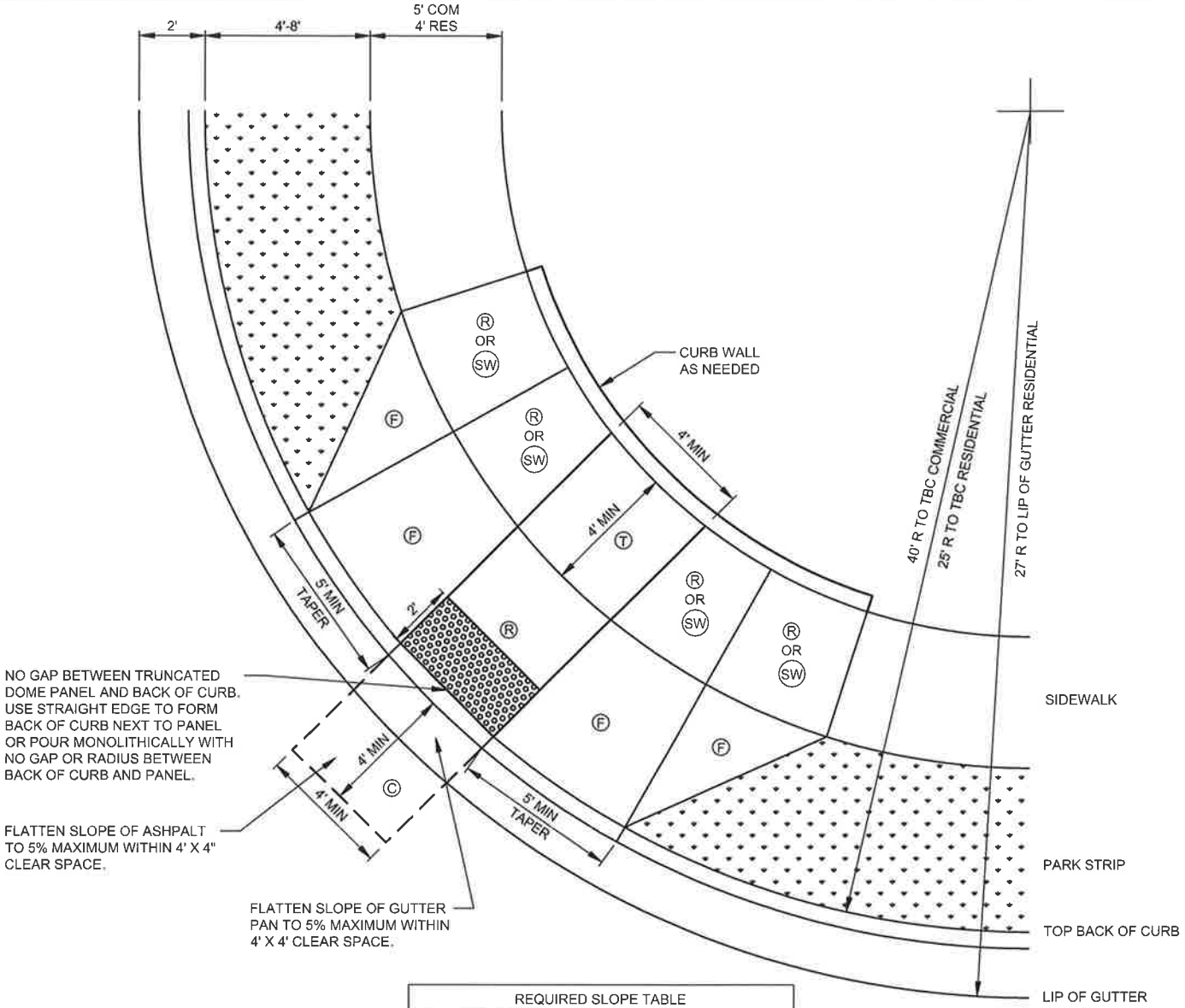
75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY
HEART OF THE WASATCH BACK

SIDEWALK, HIGH-BACK CURB & CROSS-GUTTER

STREETS-4

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REQUIRED SLOPE TABLE		
LOCATION	RUNNING SLOPE	CROSS SLOPE
C	5% MAX	2% MAX *
F	10% MAX	-
R	5.1% MIN TO 8.3% MAX	2% MAX *
T	2% MAX	2% MAX *
SW	-	2% MAX

* DO NOT EXCEED THE ROADWAY PROFILE GRADE FOR THE CROSS SLOPE AT LOCATIONS WITHOUT A STOP OR YIELD SIGN OR AT MID-BLOCK RAMPS.

NOTES:

1. RAMP TO INCLUDE ADA DETECTABLE WARNING STRIP; IE. ADA SOLUTIONS, ARMOR-TILE CAST-IN-PLACE, MASCO CASTINTACT, WAUSAU, OR TEKWAY.
2. COLOR OF ADA DETECTABLE WARNING STRIP SHALL BE DARK RED OR GRAY.
3. TRUNCATED DOME PANEL WIDTH SHALL MATCH THE WIDTH OF THE CONNECTING SIDEWALK OR TRAIL.
4. CURB TAPER SLOPE SHALL BE 10% MAXIMUM.
5. NO LIPS ALLOWED. AT THE CURB CUT, A LIP IS A VERTICAL DISCONTINUITY GREATER THAN 1/4". AT THE GUTTER/ROAD TRANSITION, A LIP IS A VERTICAL DISCONTINUITY GREATER THAN 1/2". VERTICAL DISCONTINUITIES GREATER THAN 1/4" SHALL BE BEVELED WITH A SLOPE NOT GREATER THAN 50%.
6. ALL PEDESTRIAN RAMPS ON ADA-ACCESSIBLE ROUTES ARE SUBJECT TO THE REQUIREMENTS SHOWN ON THE UDOT PEDESTRIAN ACCESS STANDARD DRAWINGS. WHERE CONFLICTS EXIST, THE MORE STRINGENT SHALL GOVERN.

DATE: JUNE 2023
SCALE: N.T.S.

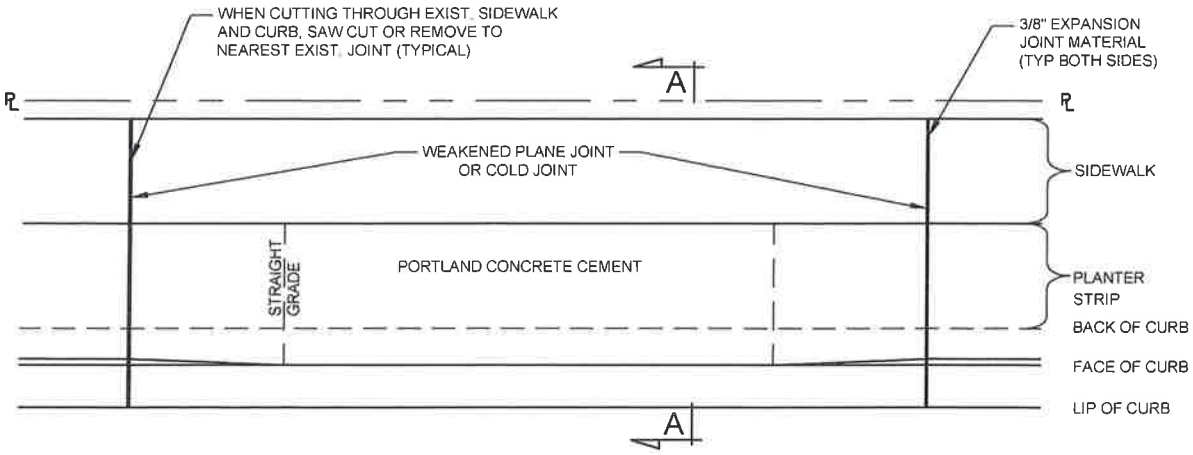
75 NORTH MAIN STREET
HEBER CITY, UTAH 84032
(435) 654-0757

HEBER CITY
HEART OF THE WASATCH BACK

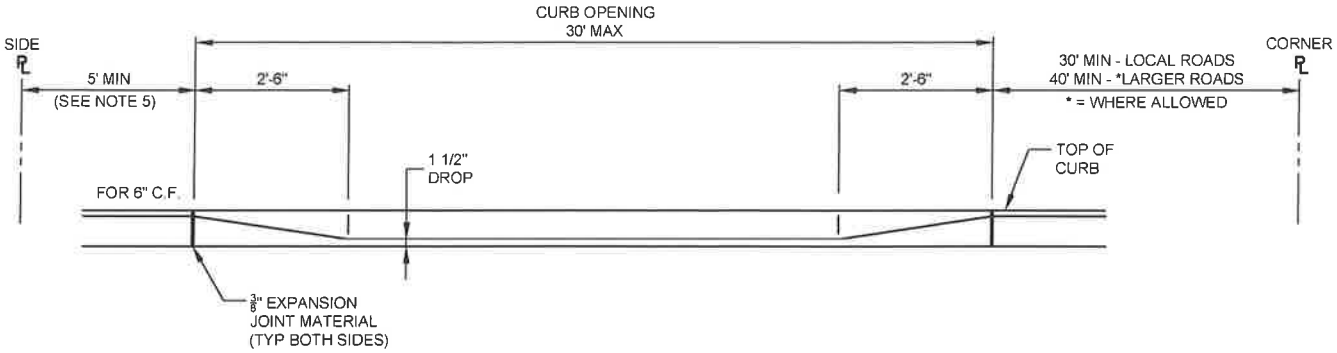
CORNER PEDESTRIAN RAMPS

STREETS-5

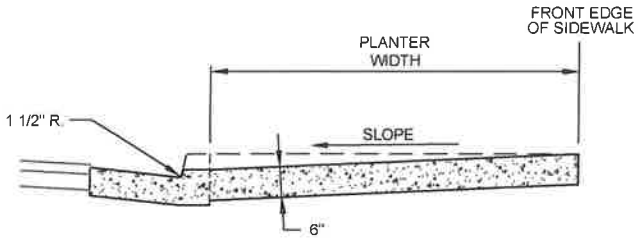
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PLAN



ELEVATION



SECTION A-A

NOTES:

1. CURB OPENING SHALL HAVE A COURSE BROOM FINISH.
2. C.F. = CURB FACE
3. INSTALL 4" PVC SLEEVE UNDER DRIVEWAY AND 10" BELOW SIDEWALK FOR PI SERVICE.
4. DRIVEWAY APPROACHES SHALL NOT BE CLOSER THAN 10' TO ANOTHER DRIVEWAY APPROACH ON LOCAL ROADS.
5. CURB OPENING SHALL NOT BEGIN WITHIN 5 FT OF THE PROPERTY LINE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
6. ~~WHEN PERMITTED ON ROADS WITH HIGHER CLASSIFICATIONS, APPROACHES SHALL NOT BE CLOSER THAN 50' TO ANOTHER DRIVEWAY APPROACH.~~

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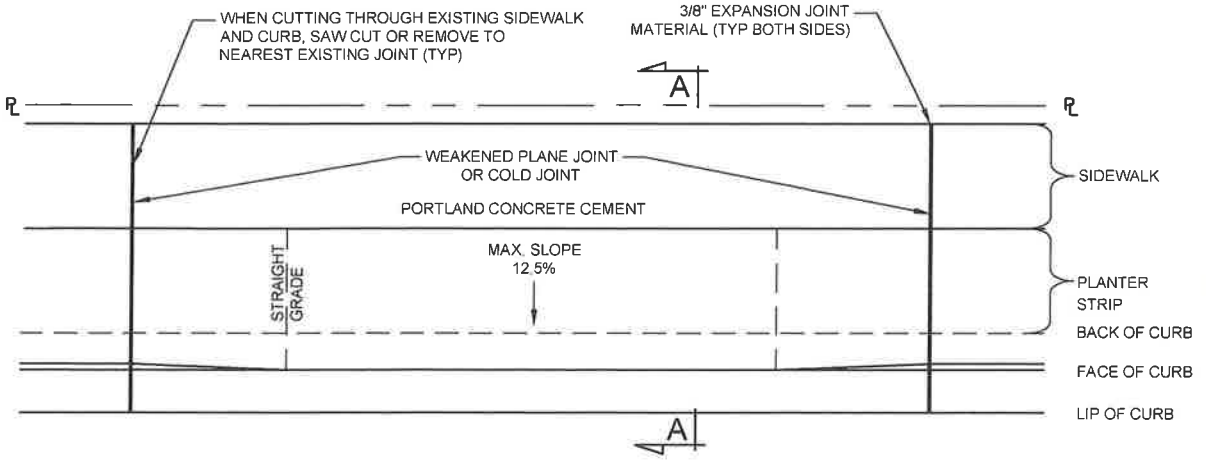
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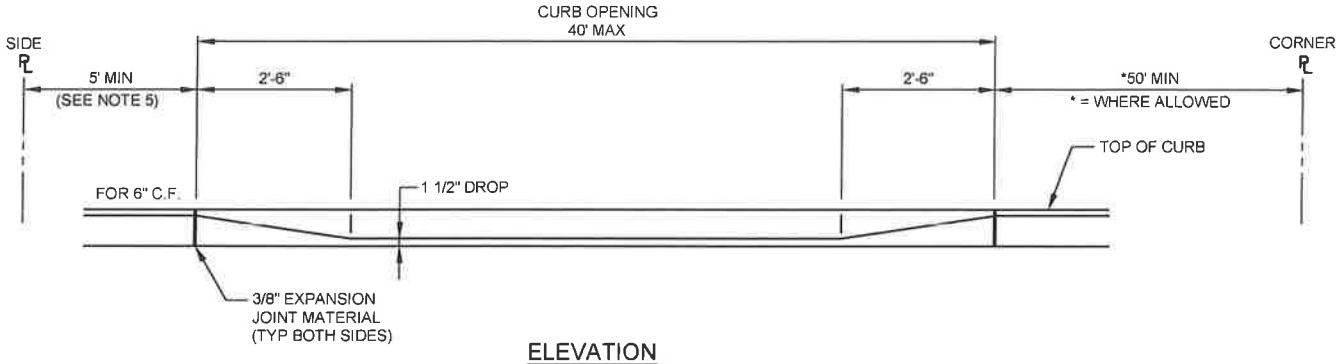
RESIDENTIAL DRIVEWAY APPROACH

	DATE: JUNE 2021 SCALE: N.T.S.	HEBER CITY	HEBER CITY STREETS-7
	75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757		

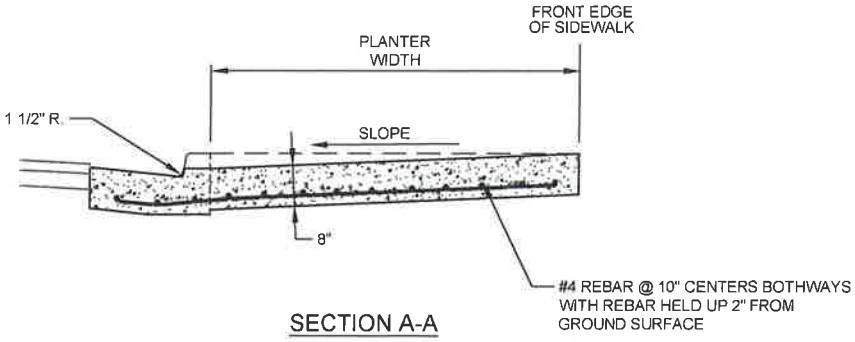
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PLAN



ELEVATION



SECTION A-A

NOTES:

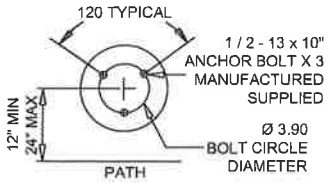
1. CURB OPENING SHALL HAVE A COURSE BROOM FINISH.
2. C.F. = CURB FACE.
3. DRIVEWAY APPROACHES SHALL NOT BE CLOSER THAN 10' TO ANOTHER DRIVEWAY APPROACH ON LOCAL ROADS.
4. WHEN PERMITTED ON ROADS WITH HIGHER CLASSIFICATIONS, APPROACHES SHALL NOT BE CLOSER THAN 50' TO ANOTHER DRIVEWAY APPROACH.
5. CURB OPENING SHALL NOT BEGIN WITHIN 5 FT OF THE PROPERTY LINE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

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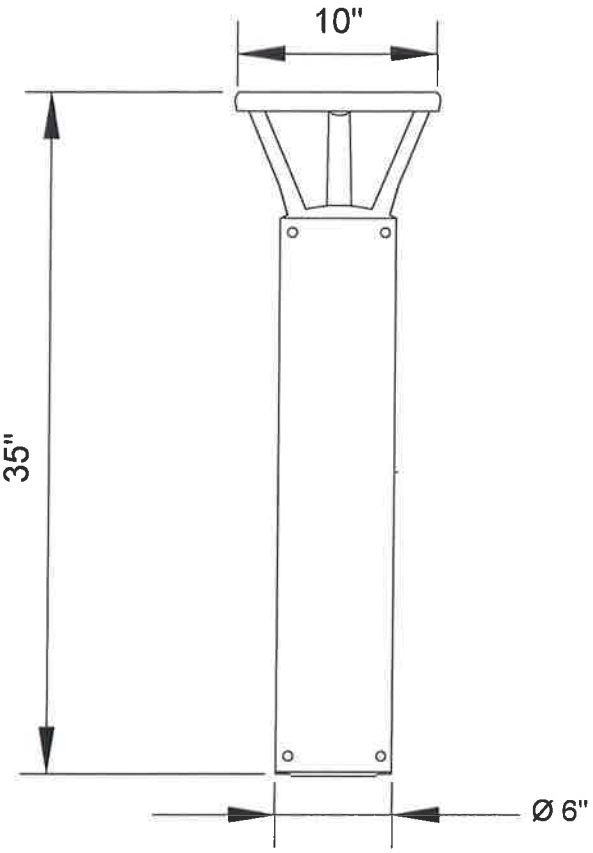
COMMERCIAL DRIVEWAY APPROACH

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	DATE: JUNE 2021 SCALE: N.T.S. 75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757	HEBER CITY	HEBER CITY STREETS-8

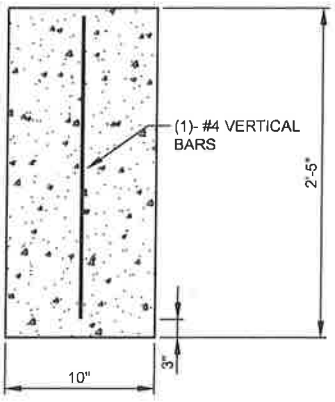


ANCHOR BOLT DETAIL



PLB - 102

NOTES:
1. TRAIL BOLLAR SHALL BE PLB SERIES SOLAR POWERED LED BOLLARD MODEL PLB 102 BK ASM WW 00 SEC BY FIRSTLIGHT TECHNOLOGIES



CONCRETE BASE

Moved →

NOTES:
1. TRAIL LIGHTS SHALL BE INSTALLED ALONG ALL MASTER PLANNED TRAIL SYSTEMS AT 200 FT. MAXIMUM INTERVALS AND AT ENTRANCES TO PARKS, TRAIL INTERSECTIONS, BRIDGES AND ROAD CROSSINGS.
2. CONCRETE SAHLL BE CLASS 3000 MIN PER SECTION 033014
3. CONCRETE BASES SHALL BE BACKFILLED WITH SUITABLE MATERIAL COMPACTED TO 95 PERCENT
4. THE TOP OF THE CONCRETE BASE SHALL BE 1 TO 2 INCHES ABOVE THE ADJACENT GRADE.

TRAIL LIGHTING

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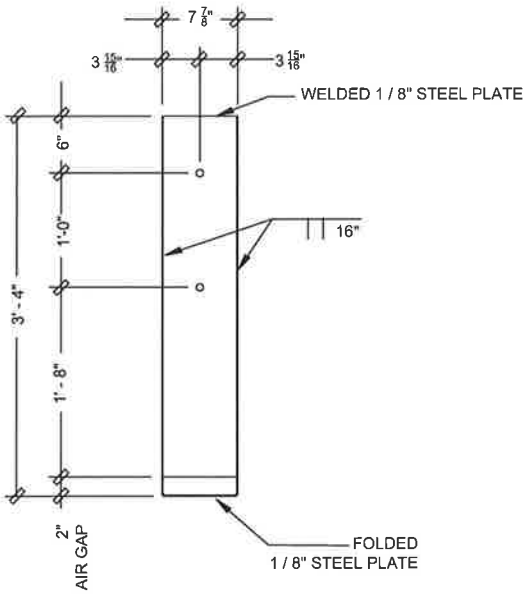
DATE: JUNE 2021
SCALE: N.T.S.

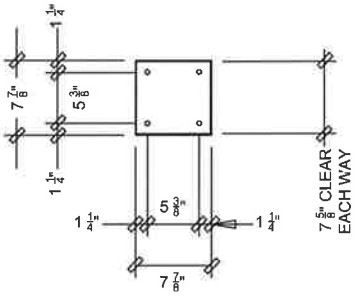
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(435) 654-0757

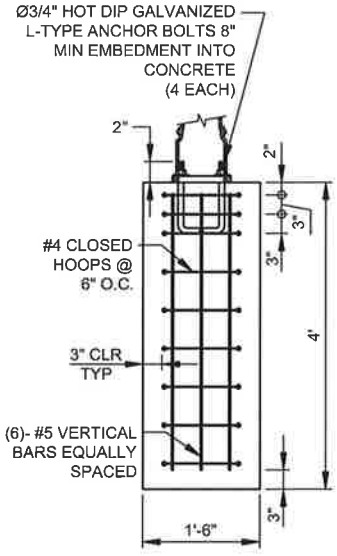
HEBER CITY

HEBER CITY

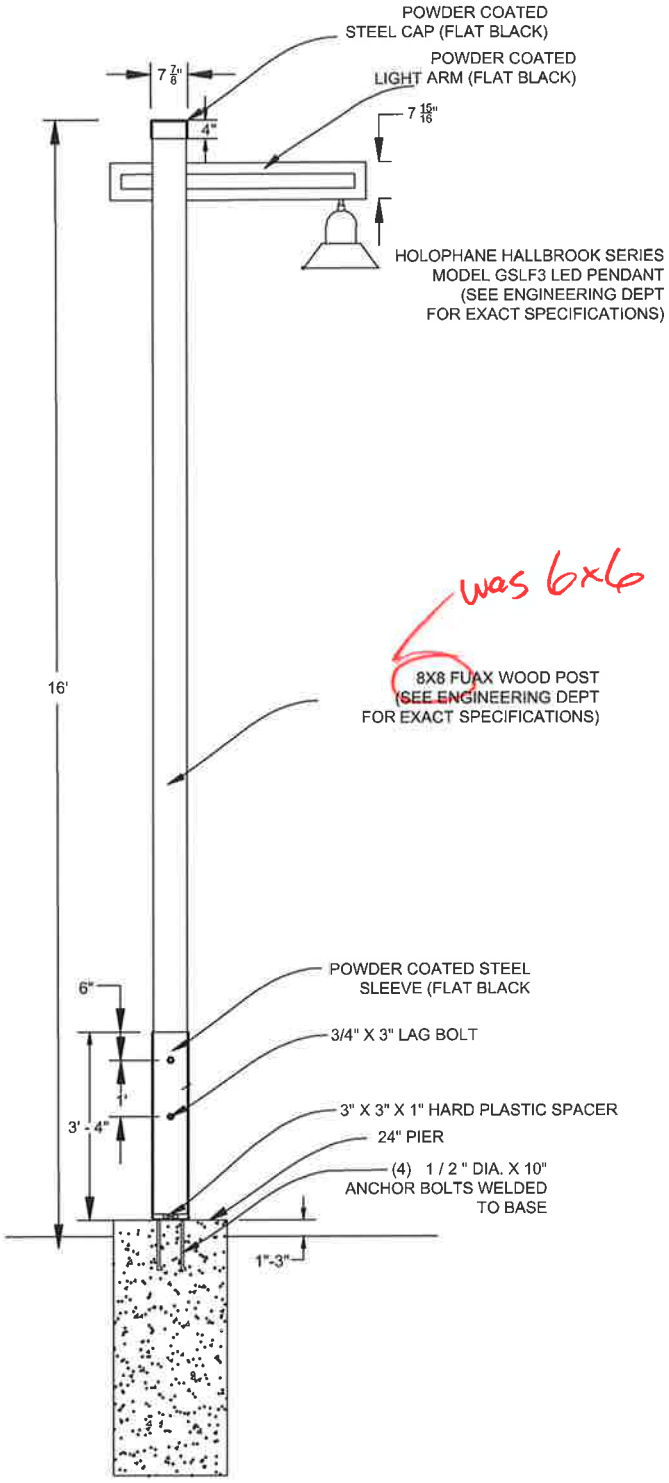
STREETS-14







CONCRETE BASE



NOTES:

1. LOADING CAPACITY OF POLE SHALL BE 100 POUND RATED FOR A STEADY WIND OF 90 MPH MINIMUM.
2. CONCRETE BASES SHALL BE BACKFILLED WITH SUITABLE MATERIAL COMPACTED TO 95 PERCENT.
3. CONCRETE BASES SHALL INCLUDE CONDUIT AND GROUNDING WIRE PER HEBER LIGHT & POWER REQUIREMENTS.
4. CONCRETE COMPRESSIVE STRENGTH (f'c) SHALL BE 4000 PSI.
5. THE TOP OF CONCRETE BASES SHALL BE BETWEEN 1 AND 3 INCHES ABOVE GRADE.

DATE: JUNE 2023
SCALE: N.T.S.

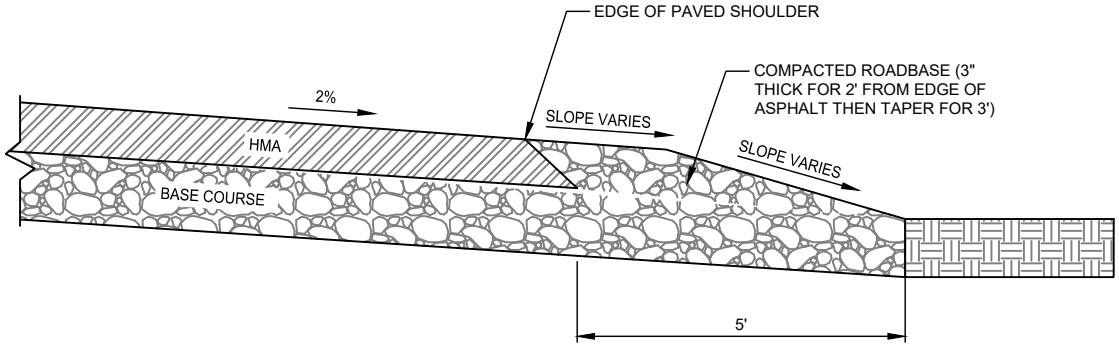
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HEBER CITY
HEART OF THE WASATCH BACK

NORTH VILLAGE LIGHTING

STREETS-15

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NOTES:

1. MAINTAIN POSITIVE DRAINAGE AWAY FROM ROAD AT THE SHOULDER.
2. ROADBASE MATERIAL REQUIREMENTS - FOLLOW HEBER CITY STANDARD SPECIFICATIONS SECTION 02206 (SELECT FILL) FOR UNTREATED BASE COARSE.
3. COMPACTION REQUIREMENTS:
   A. MAINTAIN OPTIMUM MOISTURE CONTENT +/- 2%.
   B. USE A MINIMUM OF TWO PASSES WITH A ROLLER OR AS DIRECTED BY THE ENGINEER.

DATE: SEPTEMBER 2023
SCALE: N.T.S.

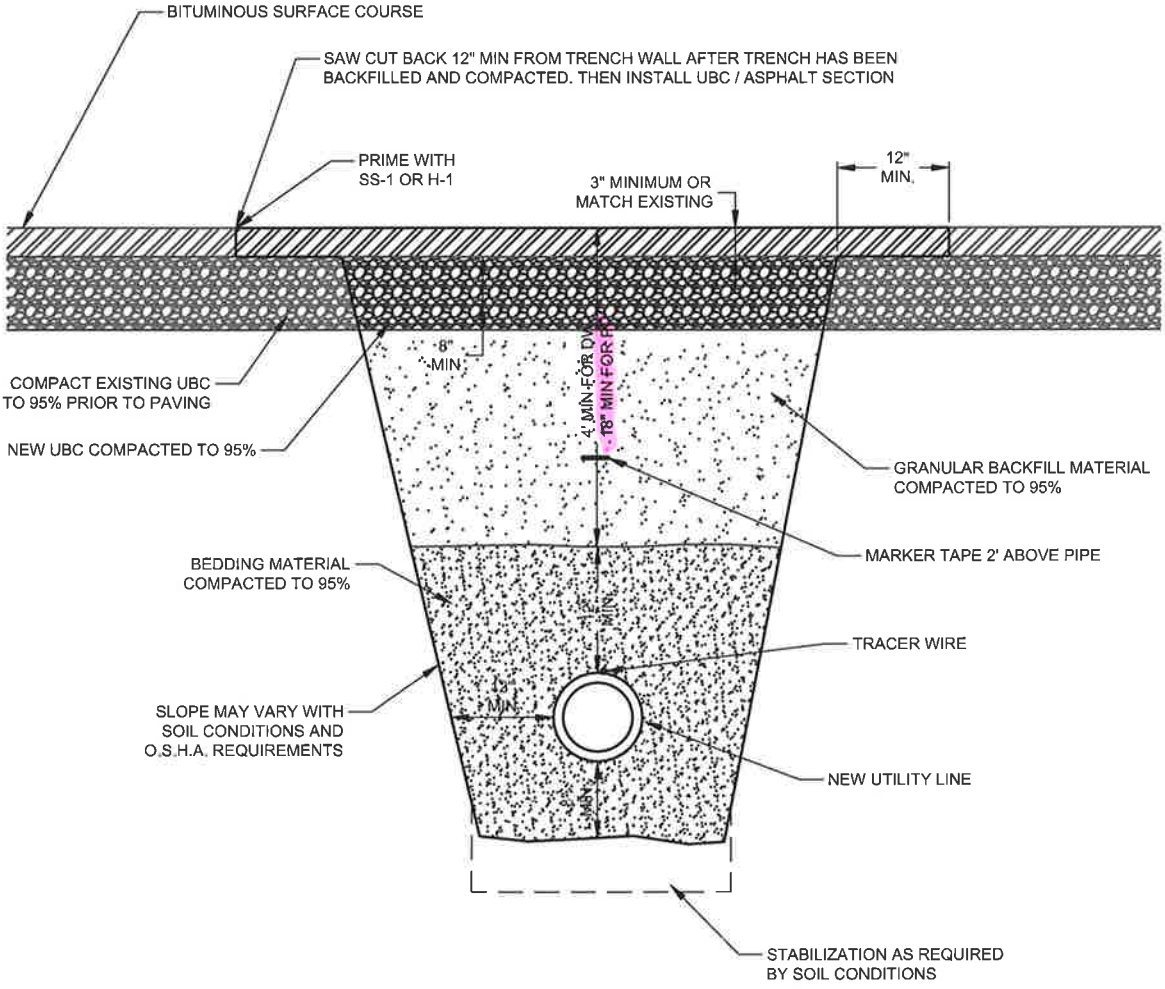
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RESIDENTIAL ROAD SHOULDER WITHOUT CURB & GUTTER

STREETS-16

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NOTES:

1. COMPACTED BEDDING MATERIAL SHALL NORMALLY CONSIST OF BEDDING SAND.
2. IF APPROVED BY CITY ENGINEER, 3/4" DRAIN ROCK MAY BE USED FOR BEDDING MATERIAL AND SHALL BE WRAPPED IN APPROVED FILTER FABRIC (SEE HEBER CITY SPECIFICATION 02772.2.02), UNLESS OTHERWISE APPROVED.
3. MATERIALS, METHOD & COMPACTION SHALL BE APPROVED BY ENGINEER.
4. USE OF PEA GRAVEL OR COURSE SAND FOR BEDDING MATERIAL IS PROHIBITED UNLESS OTHERWISE APPROVED BY THE CITY ENGINGEER.
5. USE OF NATIVE MATERIAL FOR BACKFILL IS PROHIBITED (EXCEPT AS APPROVED BY THE CITY ENGINEER WITH FULL TIME TESTING AND INSPECTION).
6. USE PROPER MARKER TAPE AS APPROVED BY CITY ENGINEER.
7. INSTALL TRACER WIRE AS PER WATER-5.
8. FLOWABLE FILL IS PROHIBITED AS BACKFILL MATERIAL UNLESS OTHERWISE APPROVED BY CITY ENGINEER. WHEN APPROVED, SURFACE FINISHES MUST STILL BE MATCHED.

DATE: JUNE 2023
SCALE: N.T.S.

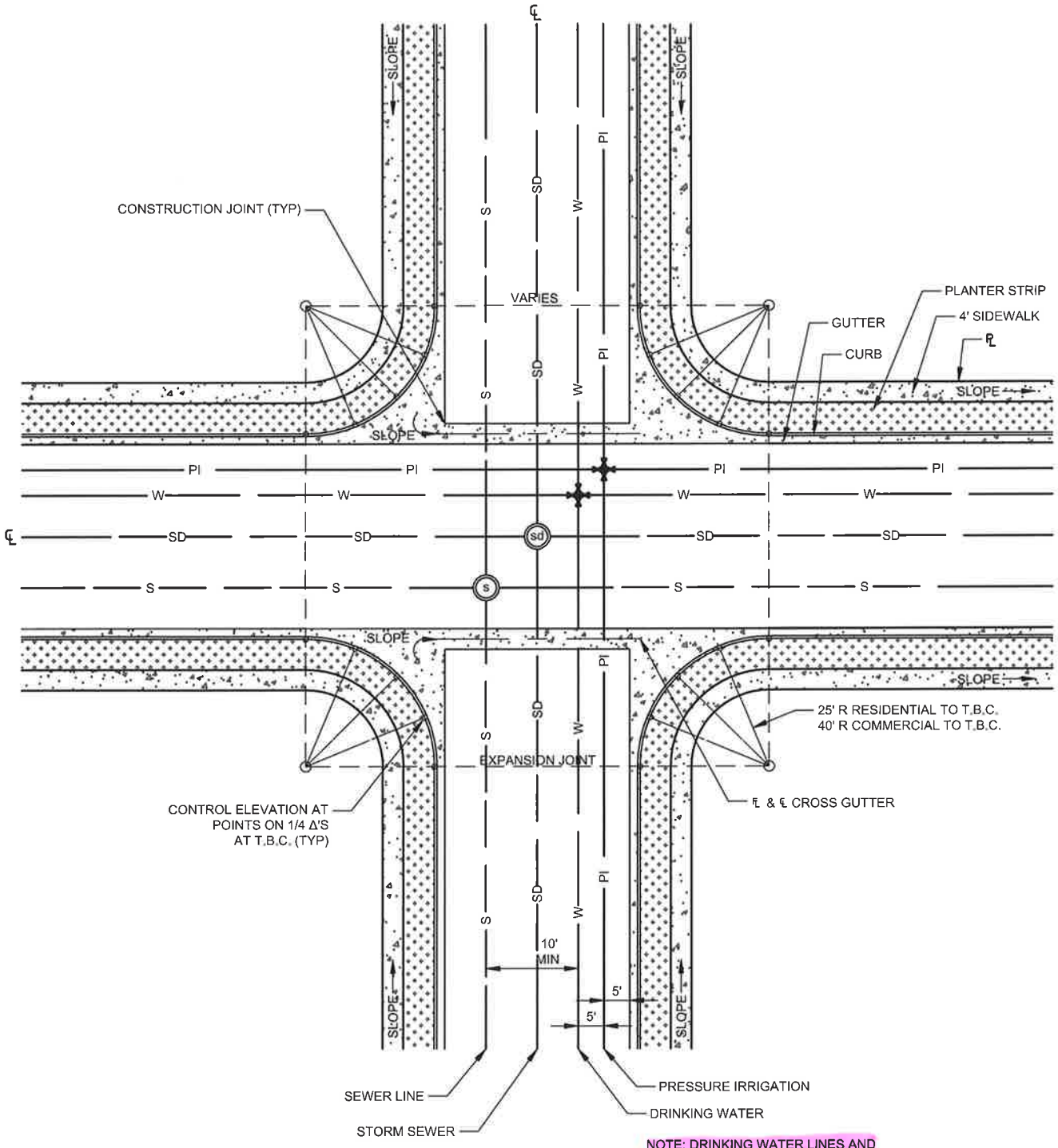
75 NORTH MAIN STREET
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HEBER CITY
HEART OF THE WASATCH BACK

UTILITY INSTALLATION TRENCH DETAIL

UTIL-1

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NOTE: DRINKING WATER LINES AND PRESSURIZED IRRIGATION LINES SHALL BE IN SEPARATE TRENCHES AT LEAST 5 FEET APART.

DATE: JUNE 2023
SCALE: N.T.S.

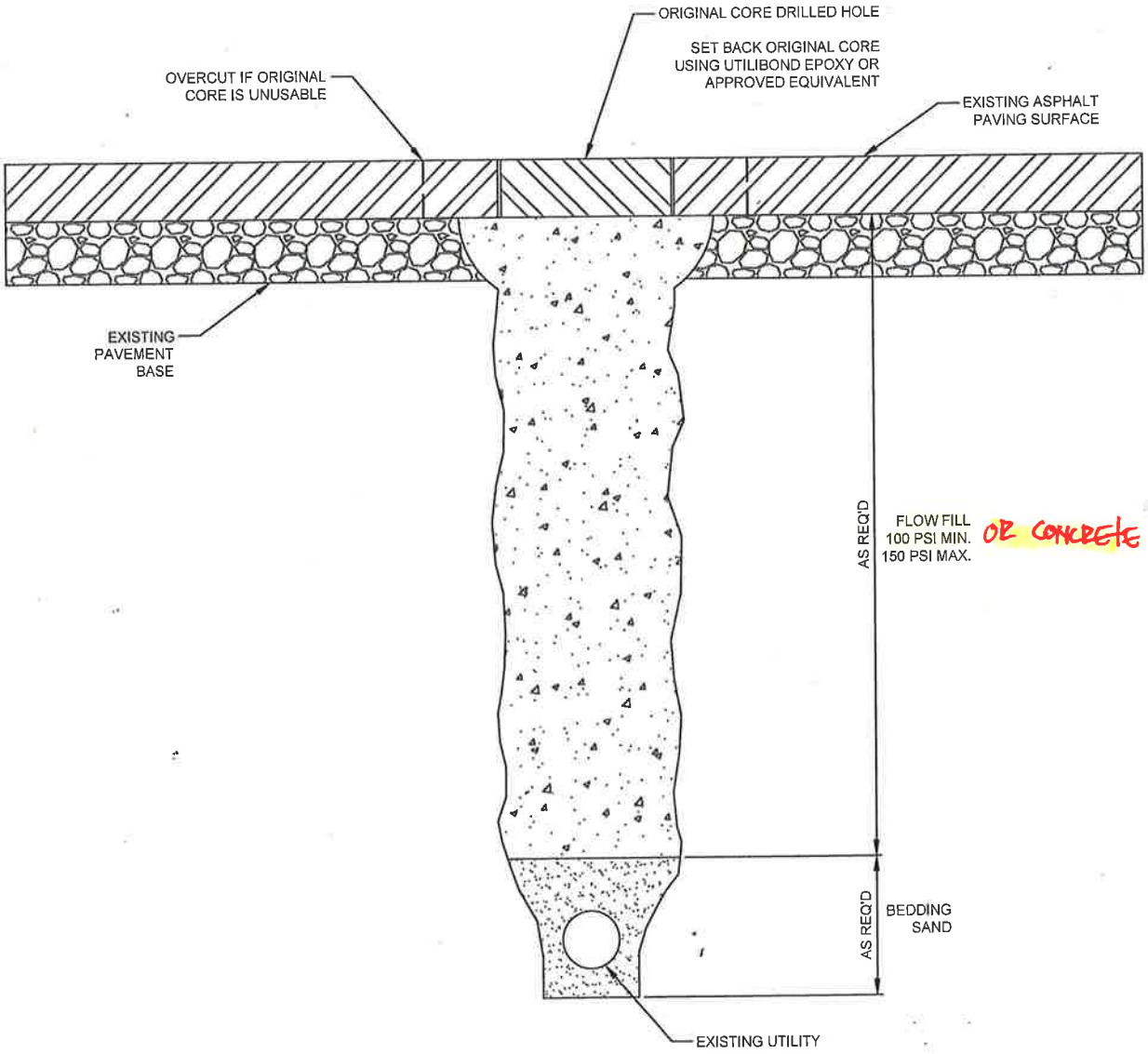
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STANDARD STREET INTERSECTION & UTILITY LOCATION

UTIL-2

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NOTES:

1. IF ORIGINAL CORE CANNOT BE USED, THEN CORE MUST BE OVERCUT 12" MIN. AND THEN FILLED WITH HOT MIX ASPHALT.

UTILITY POTHOLE REPAIR

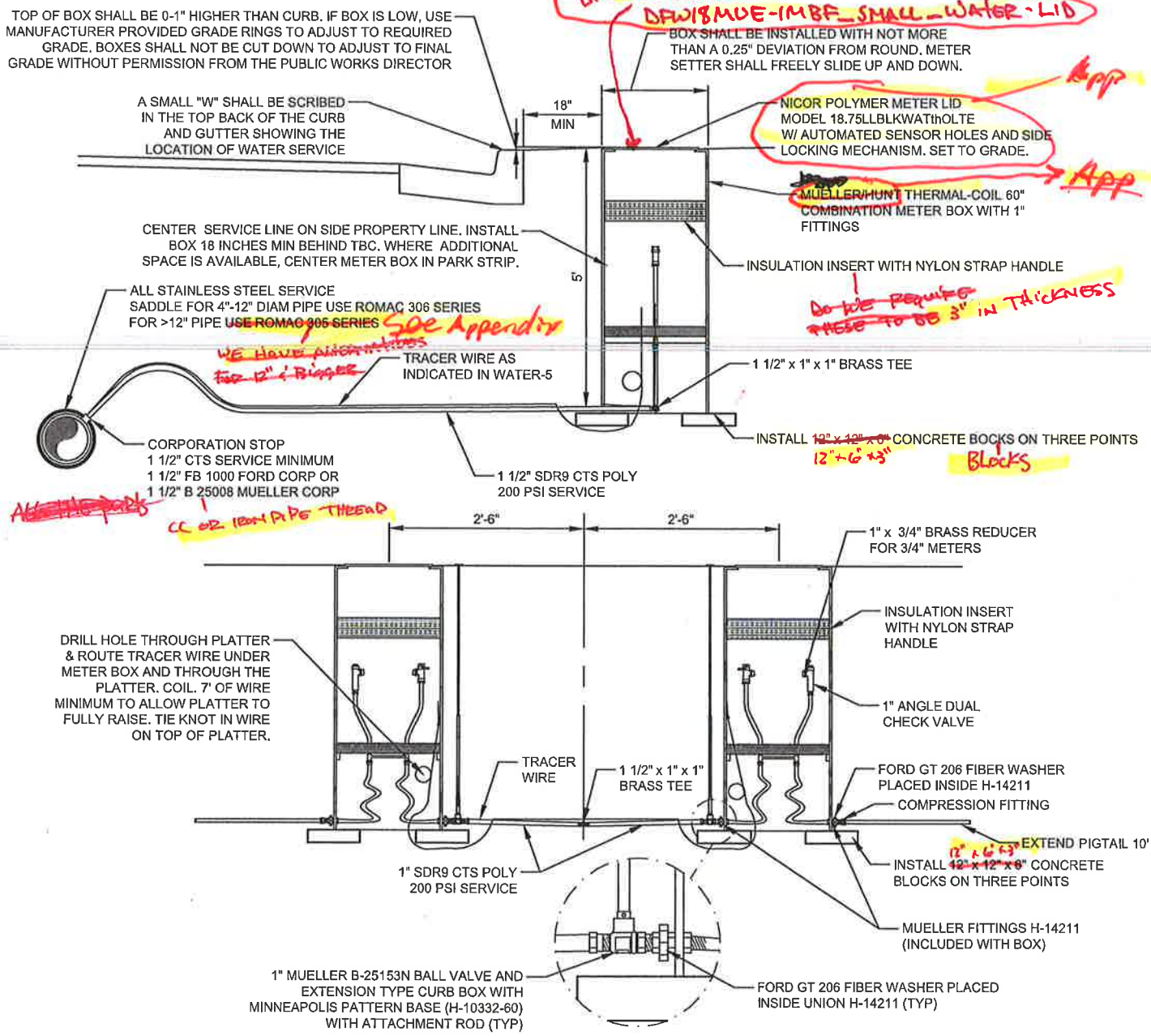
	DATE: JUNE 2021 SCALE: N.T.S. 75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757	HEBER CITY HEART OF THE WASATCH BACK	HEBER CITY UTILITIES-5

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TABLE 1					
SERVICE LINE SIZE	MINIMUM METER BOX SIZE	BOX MODEL	FRAME MODEL	COMMENTS	INSULATION INSERT
1 INCH	18" x 60"	330CS1860RSBS000390N	N/A	NEW SERVICES	790153

NOTE 1: FOR LARGER SIZES , USE SINGLE SERVICE DETAIL AND CONFIGURATION

NOTE 2: THIS ALTERNATE DUAL METER BOX CONFIGURATION SHALL ONLY BE USED WHEN THE DUAL METER SINGLE BOX CONFIGURATION (SEE DWG WATER-6A) IS NOT COMMERCIALLY AVAILABLE AND WHEN APPROVED BY THE CITY ENGINEER.



NOTES:

1. METER BOX, COVER, COPPER SETTER, CORPORATION STOP, & SERVICE LINES TO BE FURNISHED AND INSTALLED BY DEVELOPER AND CONFORM TO AWWA C800.
2. STAINLESS STEEL STIFFENERS ON ALL POLY CONNECTIONS.
3. METER BOXES ALLOWED WITHIN DRIVEWAY ZONE ONLY WITH PRIOR APPROVAL FROM PUBLIC WORKS DIRECTOR.
4. WATER METER WILL BE INSTALLED BY HEBER CITY.
5. SEE UTILS-3 FOR PLAN VIEW.
6. WATER METER CAN TO BE LOCATED IN THE MIDDLE OF THE PLANTER STRIP OR BETWEEN SIDEWALK AND PROPERTY LINE (FOR COMBINATION SIDEWALK) OR AS DIRECTED BY ENGINEER.
7. WATER SERVICE SHOULD CONNECT DIRECTLY TO THE MAIN LINE AND NOT "TEE" OFF FIRE HYDRANT LINE OR SERVICE LINES.
8. WATER METER CAN SHALL BE COMPLETELY BACKFILLED WITH COMPACTED 3" MINUS GRANULAR MATERIAL FROM TOP TO BOTTOM.
9. ANY NIPPLES USED IN SERVICE SHALL BE STAINLESS STEEL.
10. METER FEE WILL BE ASSESSED WITH BUILDING PERMIT OR AT TIME OF METER INSTALLATION.
11. SEE APPENDIX A FOR ADDITIONAL APPROVED ALTERNATES.

WATER SERVICE - TWO LOTS

HORROCKS ENGINEERS 728 WEST 100 SOUTH #2 HEBER CITY, UTAH 84032 (435) 654-2226	DATE: APRIL 2015 SCALE: N.T.S.	HEBER CITY CORPORATION 75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757	HEBER CITY STANDARD DRAWING WATER-6A

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Mueller

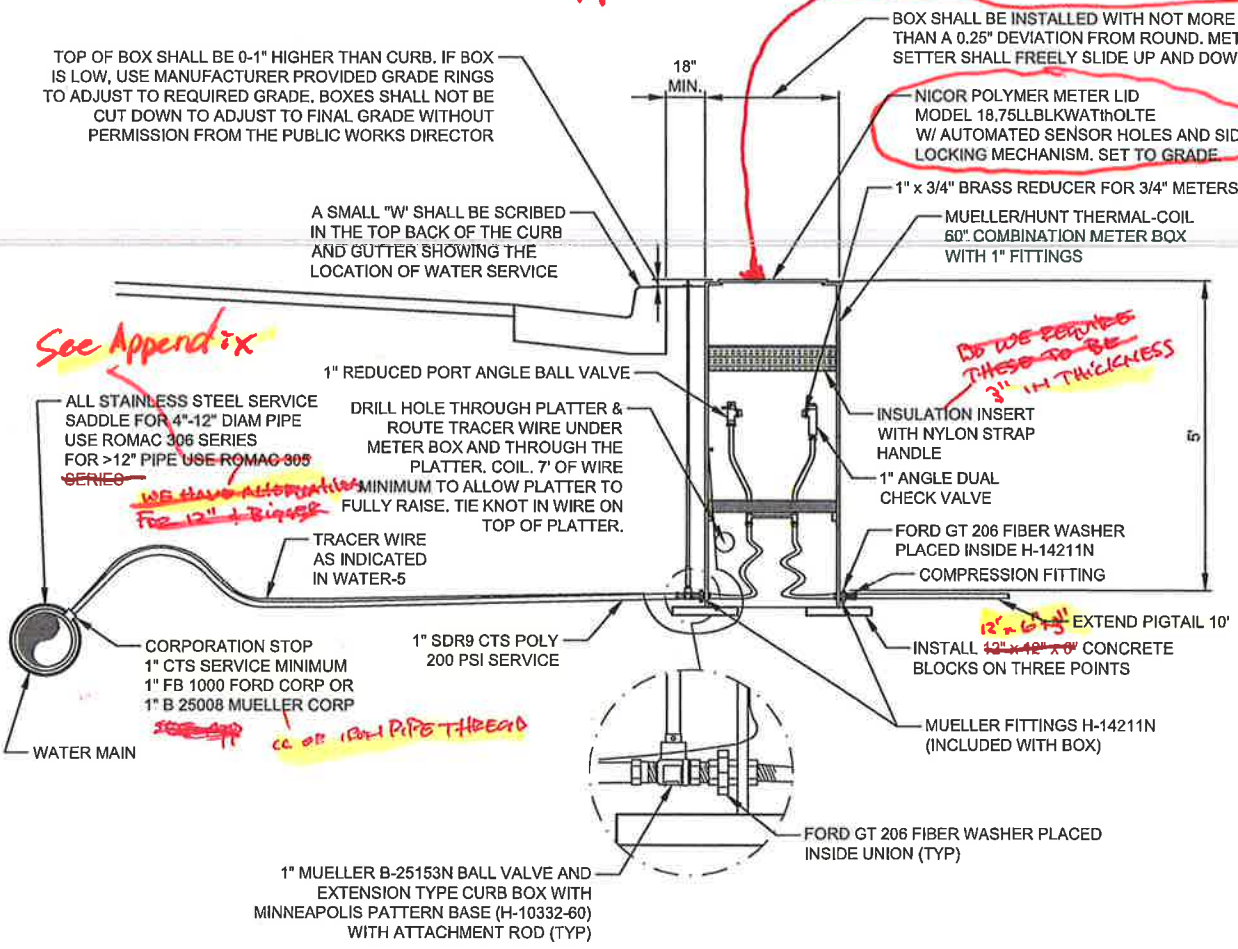
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TABLE 1					
SERVICE LINE SIZE	MINIMUM METER BOX SIZE	BOX MODEL	FRAME MODEL	COMMENTS	INSULATION INSERTS
1" MINIMUM	18" x 60"	330CS1860RSBS000390N	NA	NEW SERVICES	790153
1 1/2"	24" x 60"	500VS2460RVB000520N	700098-1	" "	790325
2"	27" x 60"	550VS2760RVB000520N	700098-1	" "	790327

NOTE 1: FOR LARGER SIZES CONTACT PUBLIC WORKS FOR REQUIREMENTS

App

DFW LID PART#
DFW18MUE-IMBF_SMALL_WATER-LID



NOTES:

1. METER BOX, COVER, COPPER SETTER, CORPORATION STOP, & SERVICE LINES TO BE FURNISHED AND INSTALLED BY DEVELOPER AND CONFORM TO AWWA C800.
2. STAINLESS STEEL STIFFENERS ON ALL POLY CONNECTIONS.
3. METER BOXES ARE ALLOWED WITHIN DRIVEWAY ZONE ONLY WITH PRIOR APPROVAL FROM PUBLIC WORKS DIRECTOR.
4. WATER METER WILL BE INSTALLED BY HEBER CITY.
5. SEE UTILS-3 FOR PLAN VIEW.
6. WATER METER CAN TO BE LOCATED IN THE MIDDLE OF THE PLANTER STRIP OR BETWEEN SIDEWALK AND PROPERTY LINE (FOR COMBINATION SIDEWALK) OR AS DIRECTED BY ENGINEER.
7. WATER SERVICE SHOULD CONNECT DIRECTLY TO THE MAIN LINE AND NOT "TEE" OFF FIRE HYDRANT LINE OR SERVICE LINES.
8. WATER METER CAN SHALL BE COMPLETELY BACKFILLED WITH COMPACTED 3" MINUS GRANULAR MATERIAL FROM TOP TO BOTTOM.
9. ANY NIPPLES USED FOR SERVICE SHALL BE STAINLESS STEEL.
10. METER FEE WILL BE ASSESSED WITH BUILDING PERMIT OR AT TIME OF METER INSTALLATION.
11. SEE APPENDIX A FOR ADDITIONAL APPROVED ALTERNATES.

MAYBE GOOD OR A LITTLE BIGGER

WATER SERVICE - SINGLE LOTS

HORROCKS ENGINEERS 728 WEST 100 SOUTH #2 HEBER CITY, UTAH 84032 (435) 654-2226	DATE: APRIL 2015 SCALE: N.T.S.	HEBER CITY CORPORATION 75 NORTH MAIN STREET HEBER CITY, UTAH 84032 (435) 654-0757	HEBER CITY STANDARD DRAWING WATER-6B

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