

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

October 3, 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. Traffic on 600 South Mill Road, as well as 400 South 820 East, and discussion on whether to add crossing guards for middle schoolers on 600 South and Mill Road (Ryan Stack, Council Member) - *20 min*
2. Main Street Park and 200 South Plaza Plan (Jamie Baron, Planning Manager) - *20 min*
3. Billboard Sign Relocation (Tony Kohler, Community Development Director) - *15 min*
4. Implementation of the Central Heber Vision with Commercial Zones Update (Tony Kohler, Community Development Director) - *45 min*

II. BREAK - 10 MIN

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

1. Call to Order
2. Pledge of Allegiance (Ryan Stack, Council Member)
3. Prayer/Thought by Invitation (Heidi Franco, Mayor)

IV. CONFLICT OF INTEREST DISCLOSURE:

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

VI. CONSENT AGENDA:

1. September 19, 2023, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2023-34 Rename of Hidden Creek Lane to 1790 South (Jamie Baron, Planning Manager)
3. To approve a professional service contract for budget planning and budget book software to be negotiated by Staff with ClearGov for an amount not to exceed \$110,500 for a three-year contract (Anthon Beales, IT Director) -
4. Nominations to the City Arts Advisory Board: Nancy O'Toole, Phil Jordan, and Farah Sanders (Heidi Franco, Mayor)

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

VIII. GENERAL BUSINESS ITEMS:

1. Mayoral Proclamation for National Hispanic Heritage Month 2023 (Heidi Franco, Mayor) - *5 min*
2. Monthly Development Report (Jamie Baron, Planning Manager) - *10 min*

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

1. Temporary Commercial Aeronautical Activity Permit (Curt Castagna, Aeroplex Group Partner) - *20 min*
2. Envision Heber Phase 3 Code Updates: Chapter 18.68 Supplemental Zoning Regulations (Tony Kohler, Community Development Director) - *30 min*
3. Resolution 2023-18 EMS (Emergency Medical Services) Sales Tax Proposition 9, Wasatch County Fire District (Chief Eric Hales) - *20 min*
4. Engineering Funding for Phase III of the Heber Valley Railroad Trail (Nancy O'Toole) - *10 min*
5. Cottages rezone and Master Development Agreement (MDA) at 1000 South 600 West (Tony Kohler, Community Development Director) - *10 min*
6. Wittco Rezone and Master Development Agreement (MDA) at 801 South 100 West (Tony Kohler, Community Development Director) - *20 min*

X. COMMUNICATION:

XI. 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 9/28/2023 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.

Subject: Traffic Accident Data

Matt & Russ,

As per your request, I have checked on traffic accidents for the areas of 820 East 400 South, and for 600 South Mill Road. These statistics reflect from January 1, 2020 –present. There has been a total of two (2) traffic accidents on 400 South 820 East in this time frame, both occurring this year. One was an auto-pedestrian accident, and the other a hit and run. There were nine (9) traffic accidents along 820 East in this timeframe. For the same timeframe for 600 South Mill Road, there were no traffic accidents reported at this intersection. There were 75 traffic accidents reported in this timeframe on 600 South at other locations.

Thanks, and let me know if you have any questions or need any more statistics.

Regards,

Deputy Chief Jeremy Nelson
Heber City Police Department





Neighborhood Traffic Calming Policy



November 2022

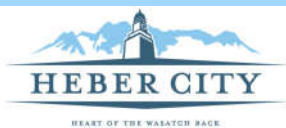


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Neighborhood Traffic Calming Policy

“Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicles, alter driver behavior and improve conditions for non-motorized street users.”

-Adopted by ITE International, 1997

BACKGROUND

Heber City (City) is often approached by residents about traffic in their residential neighborhoods. Until now, there has not been a policy by which these concerns can be methodically addressed.

This Traffic Calming Policy (Policy) was developed with input from the City Council, City Senior Staff, and Wasatch County Fire, and references from other government agencies. This Policy represents the City’s attempt to produce an objective and methodical approach to traffic calming throughout the City.

GENERAL PURPOSE

The purpose of this Policy is to mitigate vehicle traffic in a particular area in order to improve the safety for pedestrians, bicyclists, and residents. This Policy is designed to reduce the negative impacts from traffic such as excessive speeds, excessive volumes, and accidents.

This Policy is a process rather than an instantaneous solution. It facilitates the development of a plan to physically improve or modify a street to enhance the community. Continuous communication and assessment between residents and City staff are needed for this Policy to succeed.

In order to promote safety and address traffic problems, residents will work with City staff to implement the three “E’s” of transportation engineering.

- Education: Increase awareness of residents in neighborhoods where there are traffic-related concerns, such as excessive speed, cut-through traffic, and accidents.
- Enforcement: Encourage compliance with existing speed limits. Enlist the assistance of the Police Department.
- Engineering: Evaluate the affected street for speeding, traffic volume, and accidents to determine if traffic calming measures should be considered.

GOALS

The general goal of this Policy is to improve safety, quality of life, and overall livability for residents, including: pedestrians, bicyclists, and motorists in our neighborhoods. This goal will be accomplished by influencing driver behavior while not hindering quick response times for emergency service vehicles. This Policy seeks to achieve this general goal by focusing on the following specific goals:



- Increase the safety of pedestrians, bicyclists, and motorists;
- Reduce excessive motorist speed in residential areas;
- Reduce neighborhood cut-through traffic (volume of vehicles);
- Reduce the number and severity of accidents;
- Maximize street life;
- Increase pedestrian activity and overall livability of the neighborhoods;
- Establish a process to address requests for traffic calming
- Encourage a working relationship between residents and City staff for the good of the whole community.

GENERAL CRITERIA

Due to the high demand for traffic calming measures and the fact that limited resources are available, requests for traffic calming measures will be screened for eligibility according to the following general criteria:

- The roadway must be either a local road or a collector road. Collector roads, due to higher traffic volumes, are generally eligible for Level 1 traffic calming measures (described later) only.
- Construction-related traffic, while important, is not covered by this Policy because it is temporary. It can be addressed by the construction project itself.
- Cul-de-sac streets or other dead-end streets are not eligible.
- Composite threshold: speed, traffic volume, accident history, the presence and continuity of sidewalks, and nearby sensitive facilities must be met.
- The subject street must be accommodating to traffic calming devices.
- Traffic calming devices must have no major adverse effect on motorists, pedestrians, or emergency vehicles.

PROCESS

The following process helps to ensure that there is an objective and effective consideration at minimal taxpayer expense for all situations. This Policy encourages residents to work with City staff throughout the entire process. Projects that are being considered under this Policy must follow the process outlined below. A flowchart that summarizes this process is provided in Appendix A.

INITIAL SCREENING

The process begins when a resident submits a completed Traffic Calming Application to the City. The Application is provided in Appendix B.

Upon receipt of the Application, City staff will screen the Application for initial eligibility for traffic calming measures. The evaluation may include a site visit,



installing temporary traffic counters, and data collection. The following table shows the criteria that will be evaluated by the City Engineer to prioritize the subject street relative to other streets, and to aid in determining which traffic calming measure(s) might be recommended.

The Scoresheet for Prioritization is provided in Appendix C.

Criteria for Prioritization Scoring	
Speed	85th percentile speed from traffic study
Volume	Average daily traffic volume and peak-hour volume
Accident History	Number of reported accidents in the last 3 years
Sidewalks	The presence and continuity of sidewalks
Sensitive Facilities	The presence of parks, schools, bus stops, etc. along the street
Funding	Neighborhood participation in costs of selected traffic-calming measures

INITIAL REPORT

After the initial screening is completed, City staff will provide a report to the applicant which will include traffic counts, speed distributions, and a prioritization score. Projects with prioritization scores less than 40 points will not be considered further for traffic calming. If the initial screening of the Application indicates that traffic calming measures can be considered, then the City Engineer will select a measure or measures and include it or them as a recommendation in the report. Traffic calming measures will be selected to achieve effectiveness while minimizing cost and invasiveness.

LEVELS OF TRAFFIC CALMING MEASURES

Generally, traffic calming measures fall into two categories or “Levels”. Level 1 traffic calming measures involve non-invasive techniques such as signage, striping, and law enforcement. Examples of Level 1 traffic calming measures are provided in Appendix D. Level 2 traffic calming measures involve invasive techniques that force traffic to slow down by constructing vertical or horizontal deflections. Examples of Level 2 traffic calming measures are provided in Appendix E.

TRIAL IMPLEMENTATION

The prescribed Phase 1 traffic calming measure or measures will be implemented on a trial basis for 90-180 days. Following the trial period, City staff will conduct a follow-up study to determine the effectiveness of the prescribed measure (s).

If the prescribed traffic calming measures prove effective, the improvements will stay in place or permanent devices will be installed. If the Level 1 measures prove to be ineffective, escalation to Level 2 traffic calming measures may be considered.

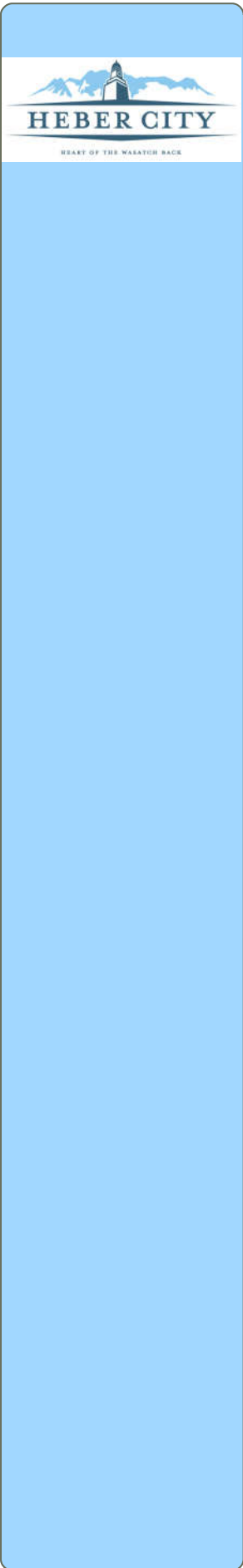


LEVEL 2 MEASURES

Phase 2 measures will be considered only if Phase 1 measures are not effective. All projects that reach this point will be re-scored for prioritization and will be considered on that basis. Having a limited budget, the City may choose to fund whichever project has the highest priority, or whichever project for which there is sufficient funding. A project may be implemented faster if the neighborhood volunteers to pay all or part of the implementation costs.

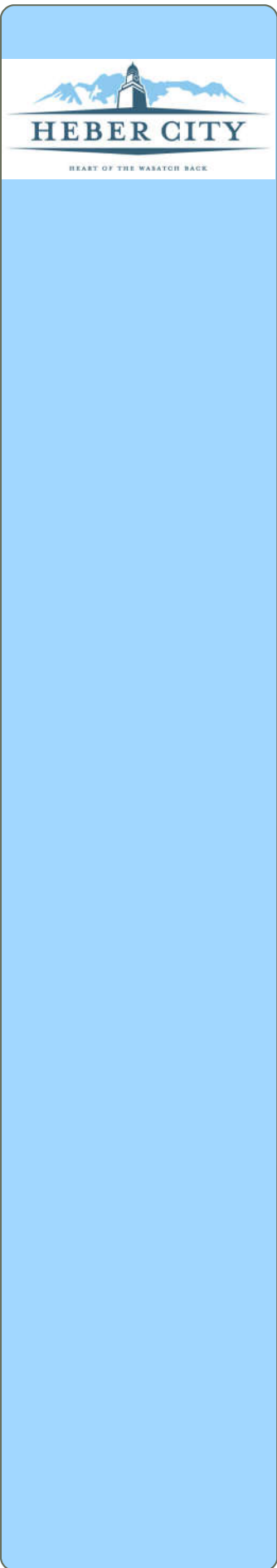
MODIFICATION OR REMOVAL

The City reserves the right to modify or remove any traffic calming device.



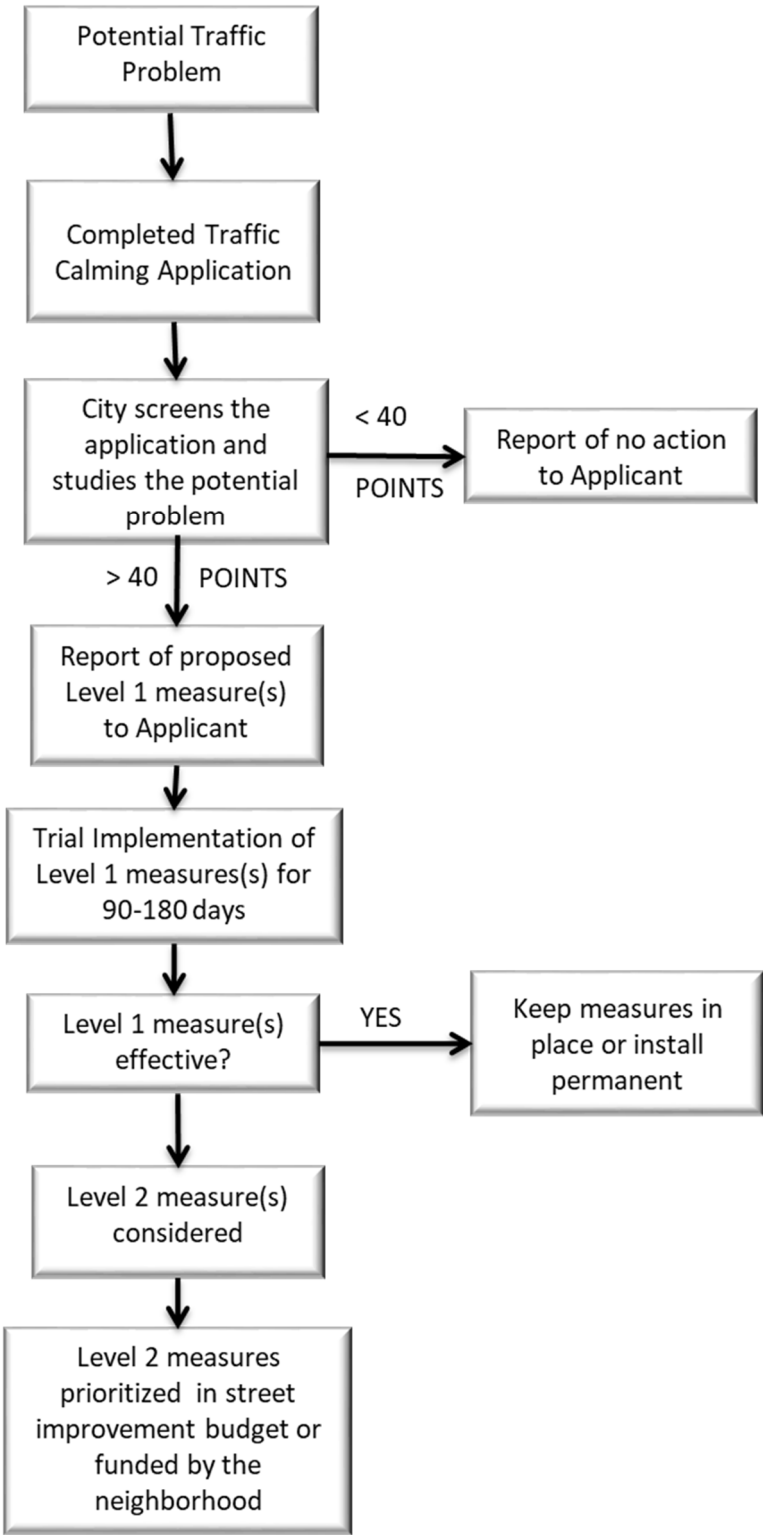
Appendix A

Process Flow Chart



Traffic Calming Policy

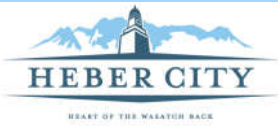
Flowchart





Appendix B

Application



Traffic Calming Application

Heber City
75 N Main Street
Heber City, UT 84032
(435) 657-7892

Name: _____ Date: _____

Applicant Street Address: _____

Phone: _____ Email: _____

1. Please provide the approximate address to be considered. Indicate the name of the street to be considered and the boundaries of the street segment by identifying nearby intersecting streets (from and to). Attach a separate drawing if needed.

Requested Location: _____

Street Name: _____

From: _____ To: _____

2. Please answer the following questions. Attach additional sheets if needed.

- A. Of the items below, which best describes the traffic problem (circle all that apply)?

Speeding

High traffic volumes

Cut-through traffic

Accidents

Pedestrian Safety (including bicyclists)

Parking

Other (please explain)



HEBER CITY

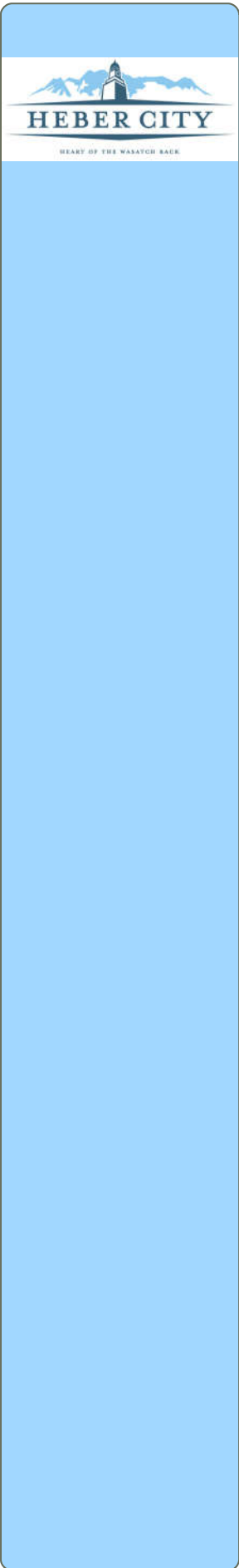
HEART OF THE WASATCH BACK

- B. Of the traffic problems identified in part A, how have these problems been observed?
 - C. How often (instances per day) have you observed unsafe instances of pedestrian or bicyclist conditions due to traffic?
 - D. What day(s) of the week and time(s) does the problem appear to be the worst?
 - E. How long has this traffic problem existed?
 - F. Has anything changed in the neighborhood recently (i.e. new schools, developments, etc.)?
3. Have you contacted the City before about your concerns? If yes, please explain.
4. Is there any additional information or data that might be useful to the City to characterize your concern?

I understand that submitting this application does not guarantee approval for the Traffic Calming Program and ultimately it is the decision of Heber City.

Applicant’s Signature

Date



Appendix C

Scoring Sheet for Prioritization

Scoring Sheet For Prioritization

85th Percentile Speed (40 points maximum)

_____pts

The 85th percentile speed represents the speed, at or below, 85 percent of the free flowing vehicles are traveling. Points will be assigned based on the difference between the posted speed and the 85th percentile speed as follows:

0 points, less than or equal to 5 mph difference	or	(30 mph)
20 points, greater than 5 mph and less than or equal to 7 mph	or	(32 mph)
25 points, greater than 7 mph and less than or equal to 9 mph	or	(34 mph)
30 points, greater than 9 mph and less than or equal to 11 mph	or	(36 mph)
40 points, greater than 13 mph	or	(38 mph+)

Traffic Volume (25 points maximum)

_____pts

Average Daily Traffic (20 points maximum)

_____pts

Points for Average Daily Traffic (ADT) will be assigned as follows:

- 0 points, less than 400 ADT
- 5 points, 401 ADT to 800 ADT
- 10 points, 801 ADT to 1,500 ADT
- 15 points, 1,501 ADT to 2,500 ADT
- 20 points, 2,501 ADT +

Peak Hour Volume (5 points maximum)

_____pts

The percent of the daily traffic occurring during the peak hour will be assigned points as follows:

- 5 points, peak hour of traffic is equal to or greater than 10% of ADT volume

3-Year Accident Data (20 points maximum)

_____pts

- 0 points, 0 to 2 accidents over last 3 years
- 10 points, 3 to 5 accidents over last 3 years
- 20 points, 6 or more accidents over last 3 years

Pedestrian Facilities (5 points maximum)

_____pts

- 0 points, if sidewalks are present and continuous on BOTH sides of the street throughout the project limits
- 2 points, if sidewalks are discontinuous or do not exist on ONE side of the street throughout the project limits
- 5 points, if sidewalks are discontinuous or do not exist on BOTH sides of the street throughout the project limits

Sensitive Facilities Along the Street (10 points maximum)

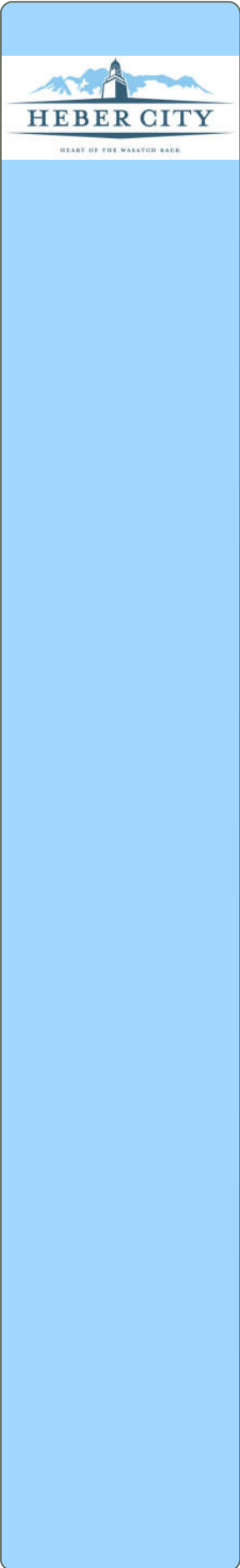
_____pts

Sensitive Facilities: senior centers, libraries, parks, community centers, schools, school-identified safe-walking routes, and sites with significant pedestrian activity.

- 5 points, at least one sensitive facility along the street.
- 10 points, more than one sensitive facility along the street.

Total Points Maximum (100)

Total Score _____pts



Appendix D

Example Level 1 Measures



Example Level 1 Traffic Calming Measures

Signage



Note

A common request to address speeding is to install STOP signs. While this might seem like a logical solution, it can actually be counterproductive. Drivers go faster between the signs to make up for “lost” time. In addition to speeding, drivers accelerate and decelerate for each sign. A constant vehicle speed is generally safer for both vehicles and other users along a street. So, STOP signs are not used for speed control.

Pavement Markings



Striping reduces the apparent width of existing lanes and creates a feeling of constraint for drivers, which causes them to slow down.

Targeted Law Enforcement

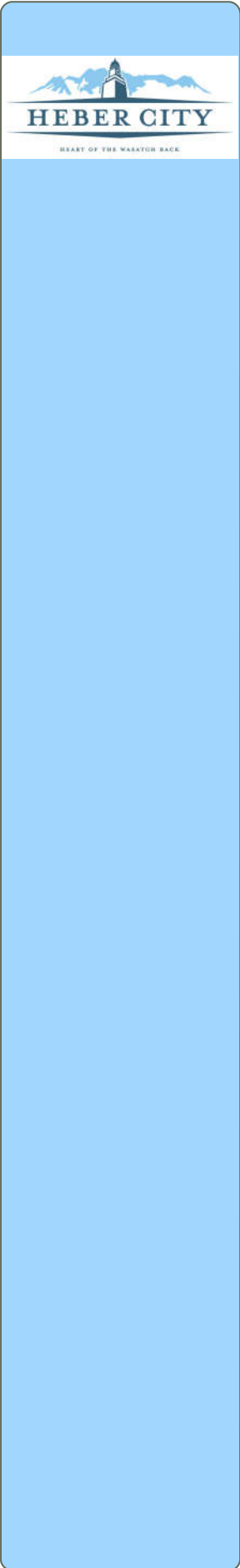
Law enforcement is effective at reducing speeds. However, it is labor intensive, and staff resources are limited.



Radar Speed Trailer

A portable trailer equipped with radar detects the speed of passing vehicles and displays it on a digital display, showing drivers their actual speed versus the posted speed limit. This real-time information promotes compliance with the posted speed limit.





Appendix E

Example Level 2 Measures

Example Level 2 Traffic Calming Measures

Center Island Narrowing

Raised islands located along the centerline of a street that narrow the travel lanes at that location.



Choker

Curb extensions at midblock or intersection corners that narrow a street by extending the sidewalk or widening the planting strip.



Chicane

A series of narrowings or curb extensions that alternate from one side of the street to the other forming S-shaped curves.



Neighborhood Traffic Circle

Raised islands, placed in intersections, around which traffic circulates.





Appendix F

Frequently Asked Questions



Frequently Asked Questions

Q: What is traffic calming?

A: Traffic calming is the use of roadway geometrics and other physical measures to reduce unwanted effects of vehicular traffic, including excessive speeds, volumes, and noise.

Q: How do I request traffic calming for my street?

A: Complete a Traffic Calming Application and submit it to the City. The application may be printed from the City website or obtained at the City offices.

Q: Why is there such a long process? Can't the City just come and install these devices?

A: The City has an established Policy under which these requests can be evaluated. The City has limited funding available for traffic calming and prioritizes projects accordingly. A neighborhood can elect to pay the costs to construct a City-prescribed measure on streets that score at least 40 prioritization points.

Q: Do residents who do not live on a roadway in question, but who use that same street to get to and from their house, get a "say" in whether traffic-calming measures are implemented?

A: No. People who regularly use the street, but don't live on it, are far less likely to favor traffic-calming measures. On the other hand, people who live on the subject street have to live with the adverse effects of traffic problems.

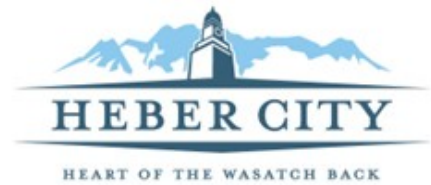
Q: Are certain traffic calming measures better than others?

A: There isn't one best measure. Each has its pros and cons. Each situation will be evaluated and the best measure for the area, desired outcome, and feasibility will be considered.

Q: What is the 85th percentile speed?

The speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point.

Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Main Street Park and 200 South Plaza Plan
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Design of the new Main Street City Park band shell is well underway. A key decision point needed to keep the project on schedule is to finalize the placement of the band shell footprint relative to 200 S. Earlier this summer, Council elected to locate the bandshell in the north part of the Main City Park, centered between Hwy 40 and 100 W. The key decision point is whether the band shell should be located in 200 S to support the "plaza" concept introduced by Roger Brooks. Mr. Brooks has provided additional recommendations to guide the final band shell placement.

RECOMMENDATION

The City Manager's office is recommending the band shell footprint straddle 200 S and the Main City Park--sitting half in each area.

BACKGROUND

Heber City is currently in the process of designing and building a new band shell. The band shell must be completed by October 2024. With Heber Marker on Main Summer '24 season commencing on June 6, 2024 time is of the essence in finalizing key decisions and commencing construction..

The council has previously given directions to staff on the following:

- Bandshell to be placed mid block on the north side of the park, facing south.
- Wider sidewalks to be provided on the west side to allow for additional pedestrian travel during the market.
- Additional sidewalk widening around the current bandshell and on the north side of the park.
- Interested in closing 200 S. to support the plaza and pedestrian corridor, but no final decision was rendered.

Since this direction, the City has received multiple recommendations from Roger Brooks on Main Street Park and the potential to close down 200 South to create a plaza. Recommendations include the following:

- Locate the bandshell in 200 South, so as to provide a better viewing experience between the new band shell and the existing band shell.

- Plaza directly in front of the new bandshell and on 200 S.
- Commercial building(s) in 200 South.
- Permanent market booths on the west side of the park.
- Ice ribbon
- Splash Pad
- Train Depot
- Commercial building at SW corner.

DISCUSSION

Band Shell Placement

There are 3 possible locations for the new bandshell

1. Back of sidewalk as currently planned.
2. In 200 South as proposed by Roger Brooks.
3. Halfway in the street and park, with the back of the band shell to line up with the 45 deg angle parking.

200 South Closure and Improvements

Staff is currently meeting with property and business owners along 200 S between 100 W and Hwy 40 to garner their input on potential 200 S modifications/improvements to support the band shell, plaza and pedestrian walkway. We are seeking guidance on how to address 200 S. Options currently being explored include:

1. 200 South **closed** as shown in the Roger Brooks plan.
2. 200 South becomes a **one-way** street and is **closed except for a single lane** on the north side of the street.
3. 200 South is a **festival street** that allows for **2-way traffic** and is closed periodically.
4. 200 South remains as is.

The key decision point is where to locate the band shell relative to 200 S. If the Council is not willing to close all or a portion of 200 S. then there is no justification for placing all or portion of the band shell in 200 S. If, however, the Council is willing to close all or a portion of 200 S. to support the broader vision, then locating all or a portion of the band shell in 200 S. should be seriously considered. The City Manager's office is supportive of locating the band shell, half the foot print in the street and half in the park. Reasons for this recommendation include the following:

- 1) While allowing the Rotary band shell to line-up with the new band shell, this option also preserves greater space in 200 S for other types of event programming and space for gathering and viewing events performed on the north-facing band shell stage.
- 2) This option also allows for staging large trucks on 200 S. to on and off load stage equipment without having to close the entire road or take up a significant portion of the proposed north plaza area.

In summary, key decision points include 1) whether to close all or a portion of 200 S; and 2) the final placement of the band shell foot print.

FISCAL IMPACT

N/A

CONCLUSION

Staff is seeking direction from Council on the Main Street Park and 200 S. plans.

ALTERNATIVES

Not an Action Item.

POTENTIAL MOTIONS

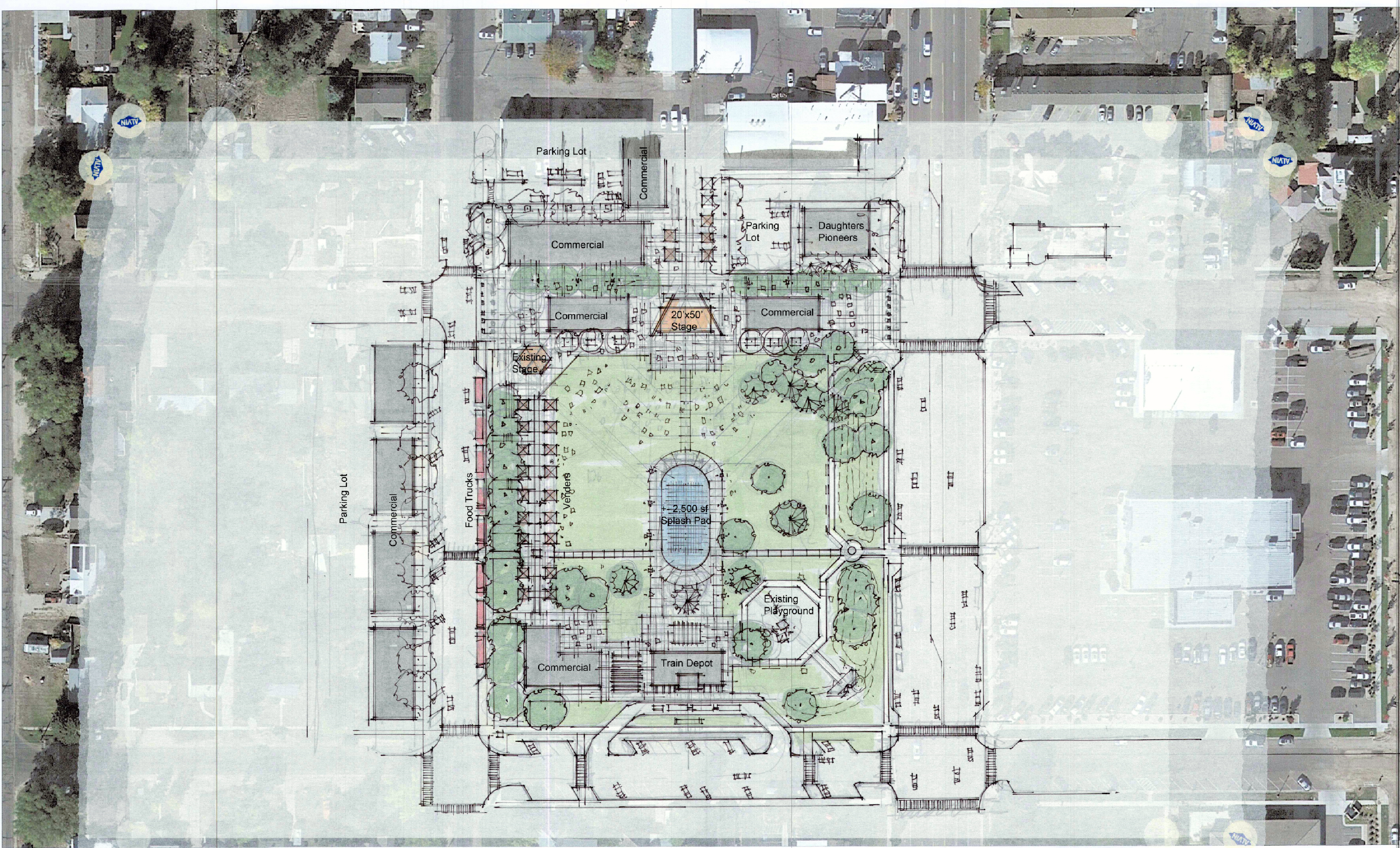
Not an Action Item.

ACCOUNTABILITY

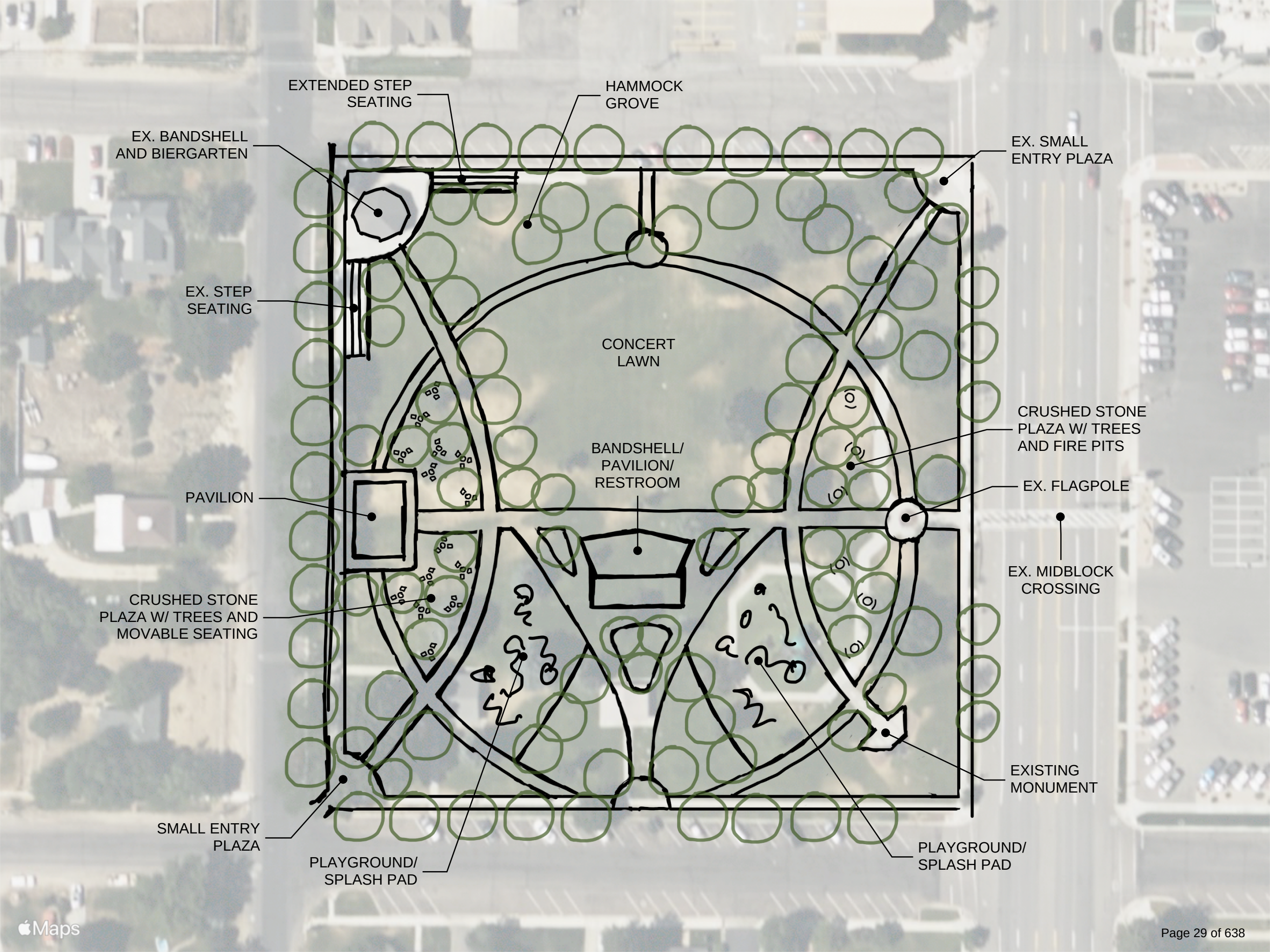
Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Roger Brooks Heber City Park Concept
2. Permanent Park Booths
3. Main St Park Revised Concept
4. Crushed Stone Plaza w Movable Seating
5. 10.3.23 CC WM PP - Main Street Park and 200 S
6. park image
7. BW park image







EXTENDED STEP SEATING

HAMMOCK GROVE

EX. BANDSHELL AND BIERGARTEN

EX. SMALL ENTRY PLAZA

EX. STEP SEATING

CONCERT LAWN

CRUSHED STONE PLAZA W/ TREES AND FIRE PITS

BANDSHELL/PAVILION/RESTROOM

PAVILION

EX. FLAGPOLE

EX. MIDBLOCK CROSSING

CRUSHED STONE PLAZA W/ TREES AND MOVABLE SEATING

SMALL ENTRY PLAZA

PLAYGROUND/SPLASH PAD

PLAYGROUND/SPLASH PAD

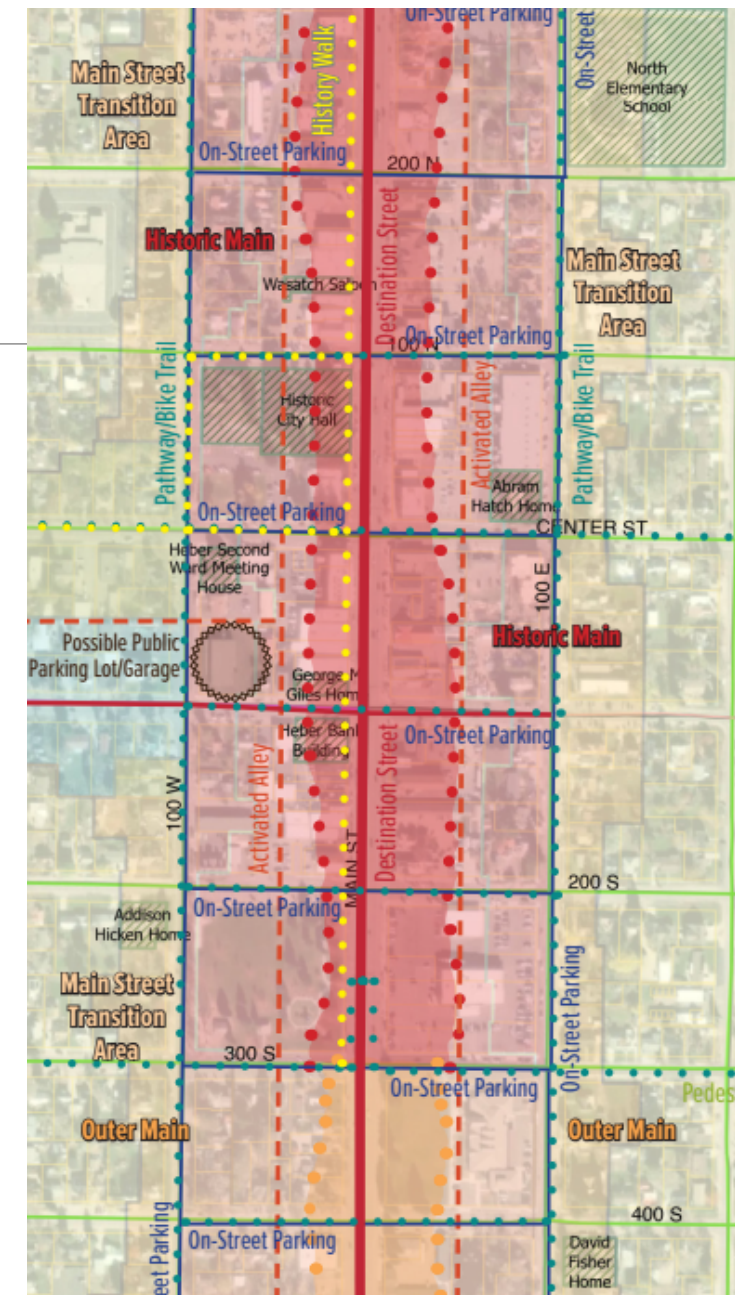
EXISTING MONUMENT

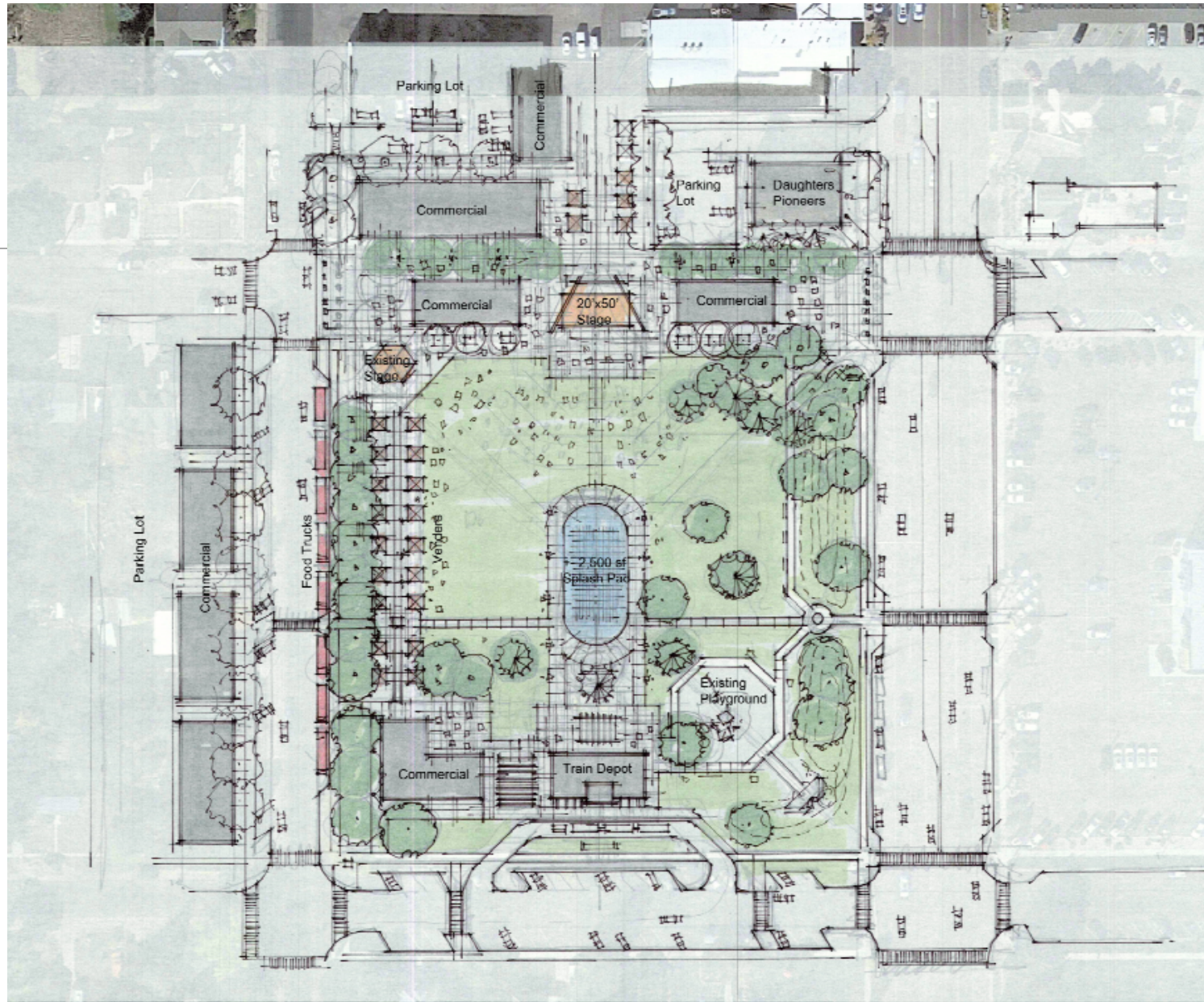


Main Street Park and 200 South Improvements

OCTOBER 3, 2023 COUNCIL MEETING

Envision Central Heber/Alley

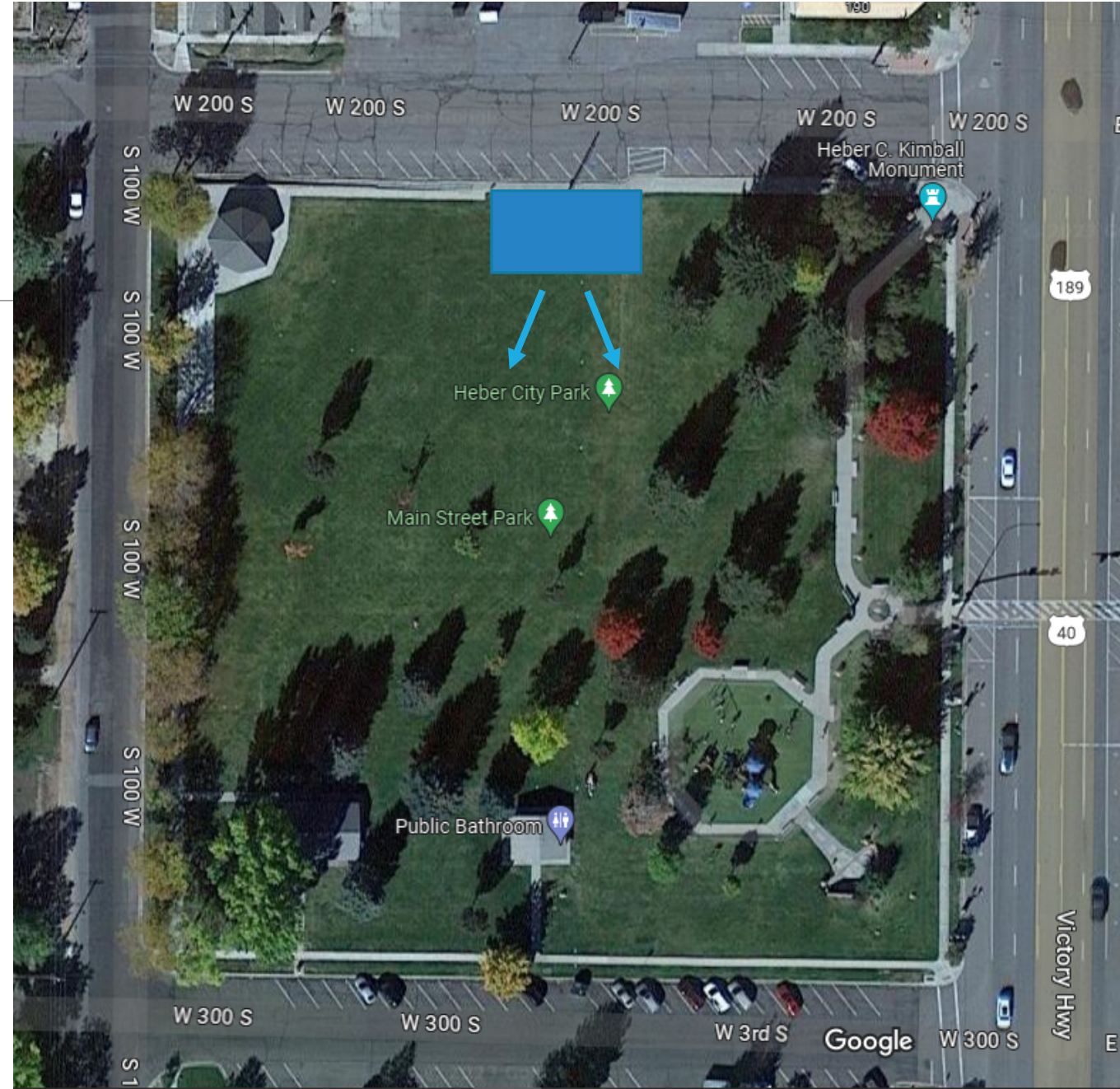
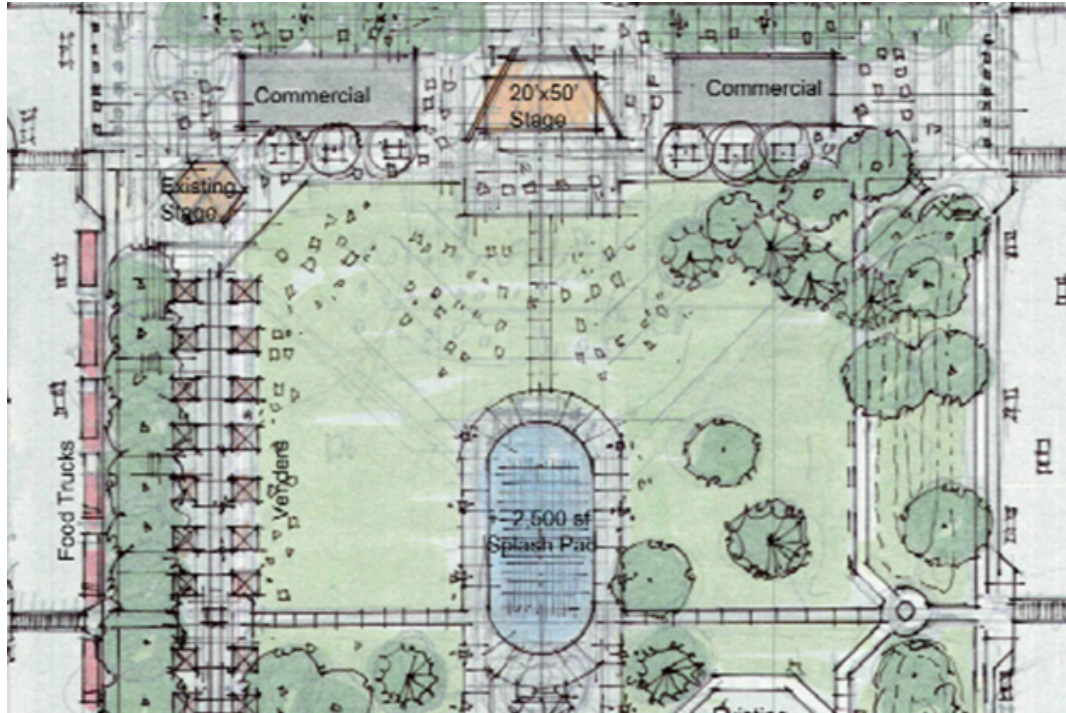




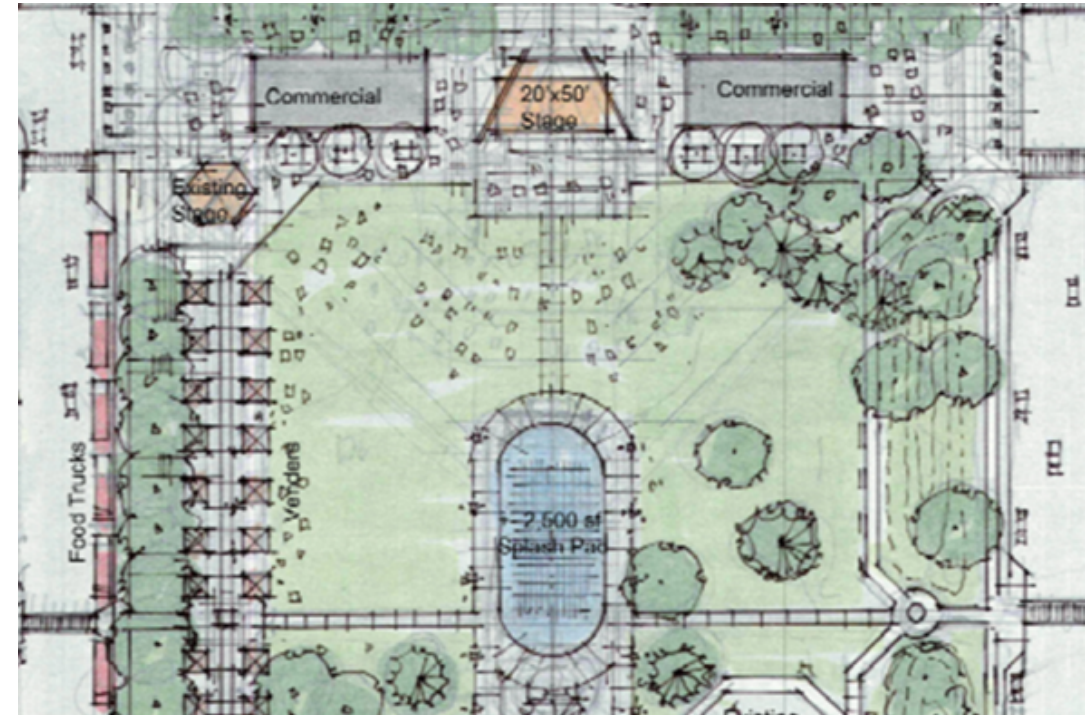
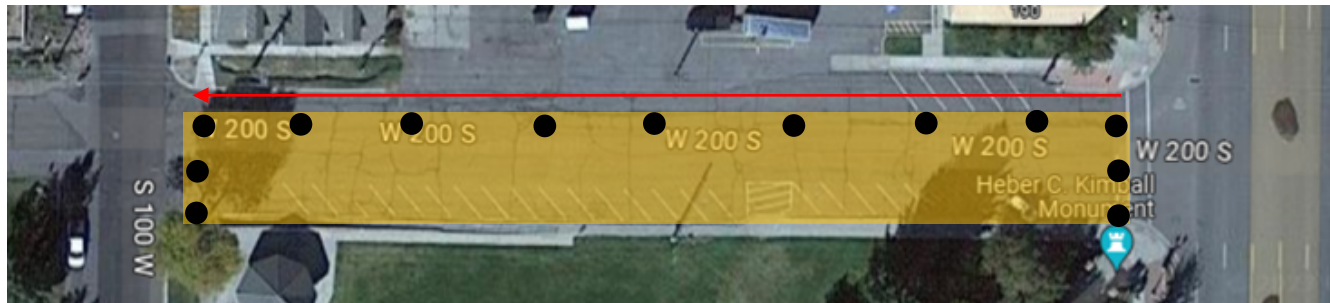
Decisions

- Band shell Location
- 200 South Closure and Improvements
- West Sidewalk
- Other Amenities

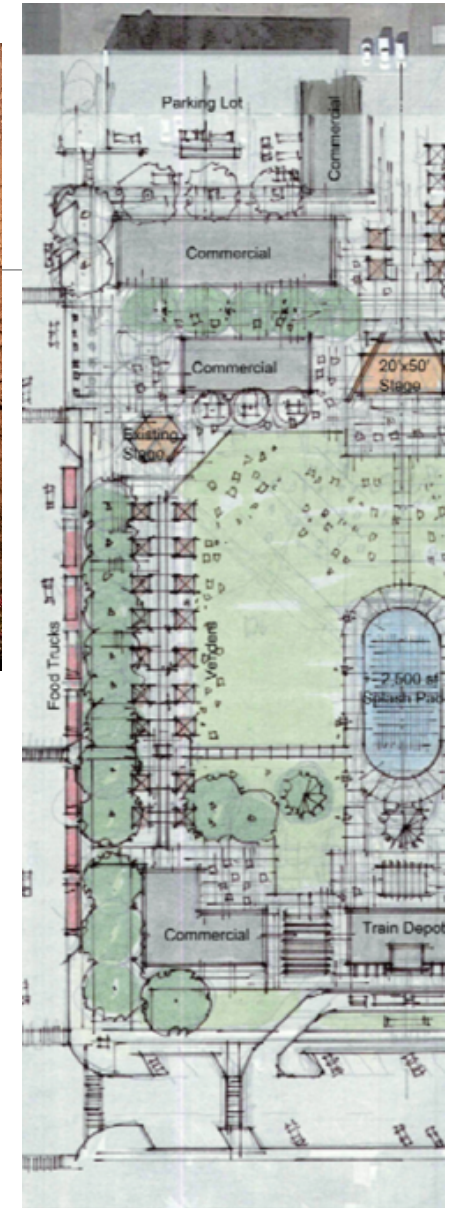
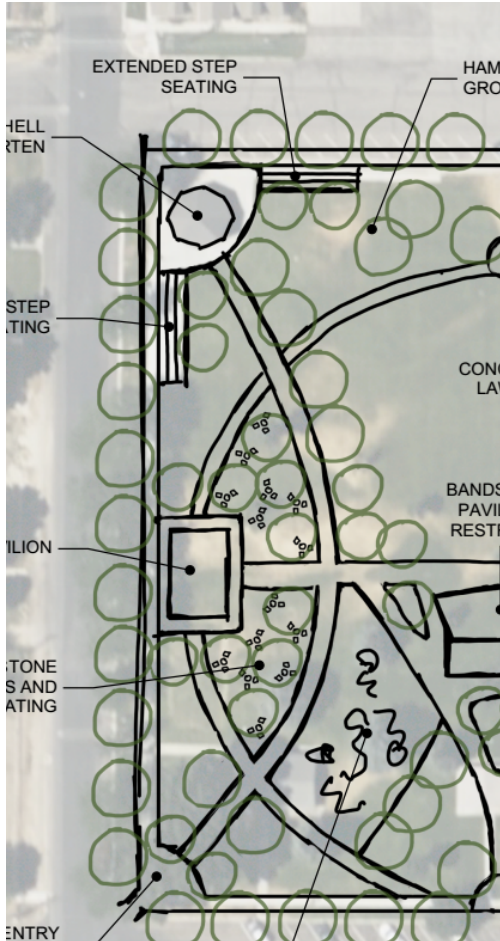
Location



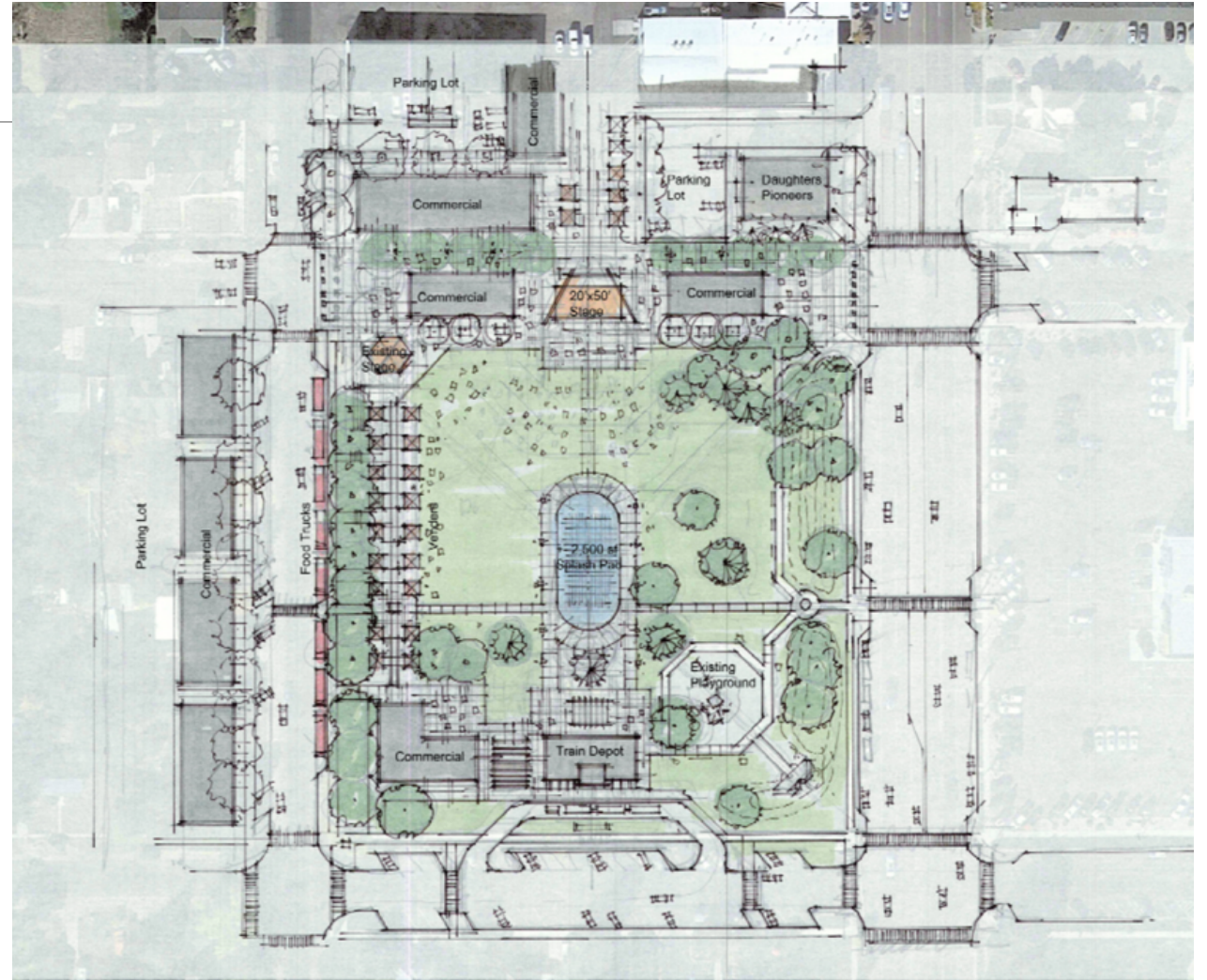
200 South/Festival Streets



West Side Walk



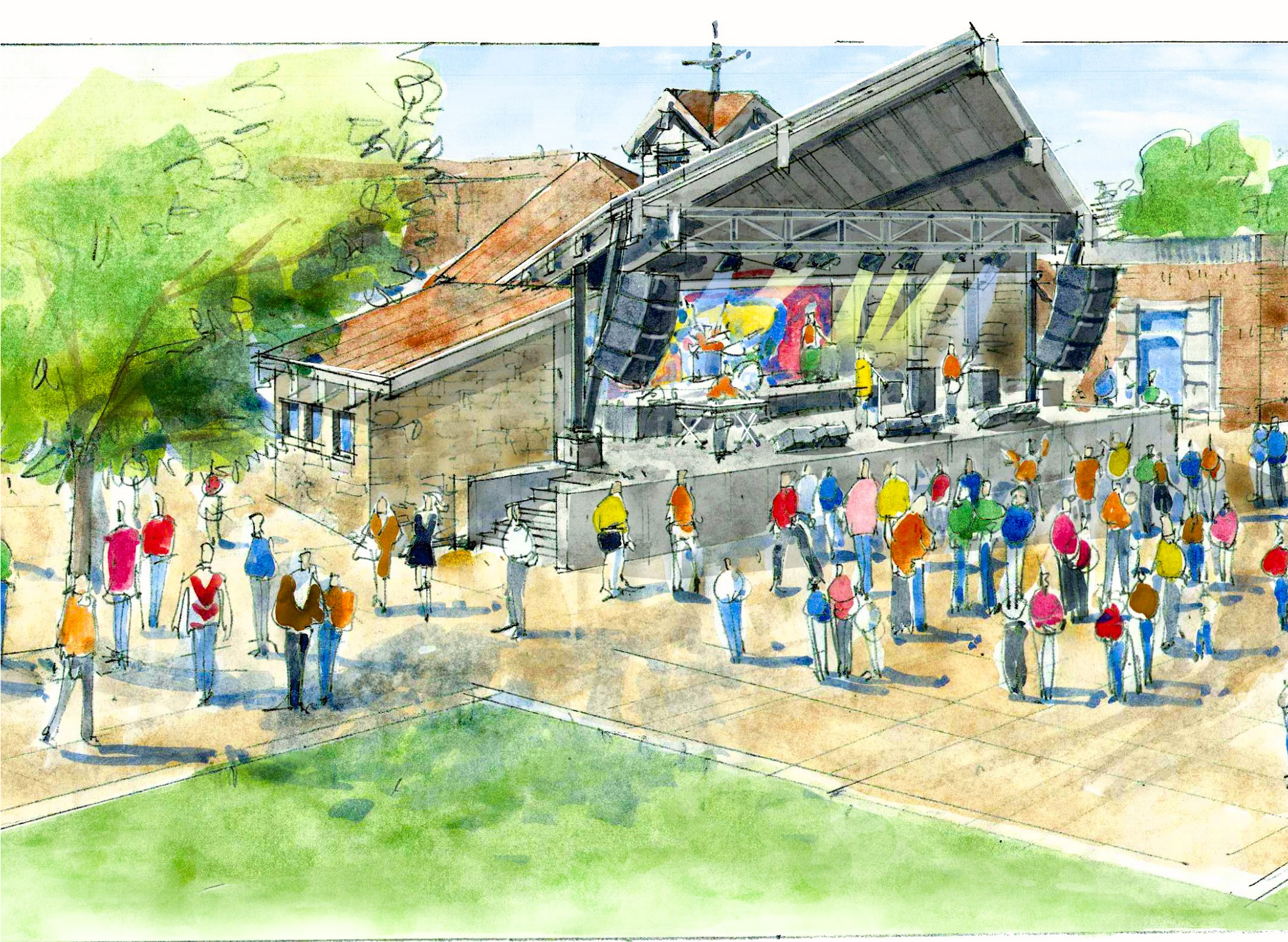
Other Amenities

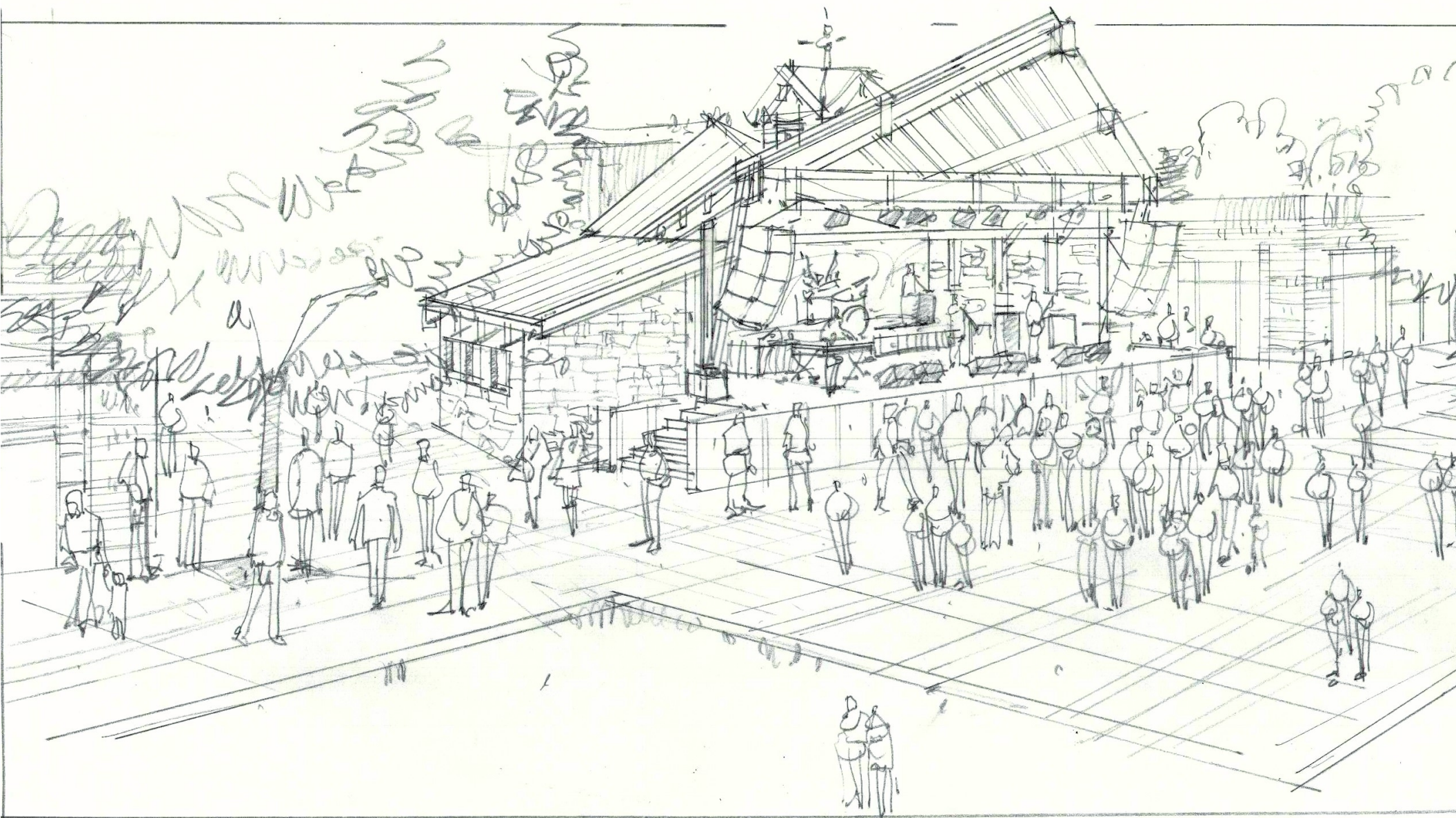


Discussion

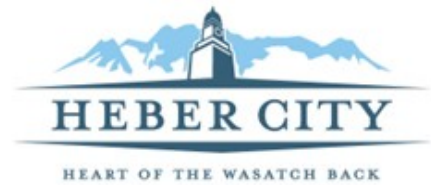
& Next Steps







Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Billboard Sign Relocation
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The City has an opportunity to consider purchasing billboards along south Highway 40. This item is to determine if the Council supports moving forward with this process. The next step would be completing an appraisal to gauge the cost of acquiring the sign. This agenda item is to determine the Council's support for completing an appraisal, estimated to range between \$5 and \$10k.

RECOMMENDATION

Staff recommends the City not pursue the purchase of the billboards.

BACKGROUND

The City has received a sign permit from Reagan Signs for a new billboard. They are combining two existing signs (see attachments), located at 1500 S Hwy 40, into one new sign, located at approximately 1775 Hwy 40. State code allows existing signs to relocate within a certain distance of the existing sign. The City has 180 (12/2/23) days to process the application. Municipalities do have the option to buy out these signs through the eminent domain process. This would include purchasing the structures as well as paying for future lost revenue over a certain time period. The eminent domain process would have to be completed during the same window of approval. Additionally, the sign can be placed outside of the allowed area if the City and sign owner agree to the new location. Costs for the structure could exceed \$800,000, plus attorney's fees and an appraisal. The City does not have financial resources allocated for this process, nor an expert attorney appointed to help the City navigate the eminent domain process.

DISCUSSION

- Pros to the purchase of the billboards is reduction of clutter along the highway.
- Cons to the purchase of the billboards is the financial expense, opportunity costs for the organization and loss of an outlet for free speech and advertising.

FISCAL IMPACT

Staff estimates the cost would be at least \$300,000, but more likely in the range of \$500,000 to \$800,000.

CONCLUSION

The City should not pursue the purchase of the billboards because:

1. The anticipated high cost of acquisition can be put to better use with other projects such as downtown infrastructure, parks, open space, affordable housing, parking and strategic land purchases;
2. The timeline for acquiring the billboards is short and the City may not be able to complete required steps timely as required per Utah Code;
3. The eminent domain process will likely require the hiring of a dedicated attorney to handle the process correctly and there may not be adequate time to hire that professional prior to the process specified by Utah Code;
4. The City's staffing resources are performing at capacity and are better put to use to pursue more important projects already underway; and
5. Retention of existing limited billboards in the City serves the broader public purpose of promoting an outlet for free speech and advertising in the valley.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

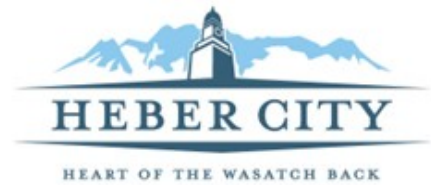
EXHIBITS

1. locations

EXHIBIT A



Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Implementation of the Central Heber Vision with Commercial Zones Update
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

With the Vision adopted on September 5, it provides guidance for several implementation efforts. The intent of this staff report is to suggest dates for the process moving forward and to discuss the changes for the C-3 zone.

RECOMMENDATION

Staff recommends the City Council review the proposed process dates, provide feedback and comment on the first draft of the C-3 zone changes.

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. The process below will lead to changes in the general plan, public hearings with those updates and then follow-up with ordinance changes to assure that future development meets the intent of the Vision/plan. We would like to try and work on updates to the C-3 and parking chapters concurrently with the General Plan updates. In addition, we are trying to wrap up the general ordinance updates by the end of the year.

Tentative Schedule

October 3 City Council

- 5 pm Work Meeting, 30 minutes, (invite Planning Commission)
- Discuss upcoming calendar and present draft Downtown Amendments:
 1. C-3 Zone Uses and Historic Design
 2. Chain Store Prohibition
 3. Blade/Projecting Sign – *already provided for in the C-3 zone*
 4. Parking Requirement Elimination – discuss striping alternative
 5. General Plan Updates (TBD)

October 11 (Or October 16) Open House

- 12 pm (location TBD)
- Invite public, businesses, Planning Commission, City Council, CAMS, property owners (include invite/notice for the PC public hearing)
- Present Downtown Amendments (if ready) and invite to October 24 Public Hearing

October 24 Planning Commission

- 6 pm Public Hearing on Downtown Amendments and Parking Elimination in the C-3 zone (Jake Young will attend)
- Possible GP amendments/public hearing

November 7 City Council

- Adopt C-3 zone Amendments and GP amendments, if ready

2024

1. Flag Lots and Frontage/Area flexibility for Central Neighborhoods
2. Midway Lane Overlay District Update
3. Transition Zone Overlay District Adoption
4. C-2 and C-4 Zone Uses/Design Standards Districts Update
5. General Plan Updates (if not finished in 2023)
6. Potential map changes to conform the C-3 zone to the Vision
7. Potential Rezone of I-1 Zoned area around 600 West

Draft ordinance in the Exhibit

Previously the three zones C-2, C-3, C-4 were combined into one chapter. Uses were updated including no additional car/RV sales in the C-3 zone. This new draft continues that update (no-drive ins allowed) and adds a series of design standards covering materials, a build-to line, height restrictions near City-owned property, and an emphasis on historic design.

The historic design section is based on Lane Lithgoe's sketch, currently housed in your "Design Guidelines". The concept promoted here is to allow the developer some discretion while assuring that the end result reflects historic design. From the many features shown in the sketch, the developer needs to pick at least 6. This allows some flexibility and choice for the developer.

There has been a suggestion to enlist an architect to review proposed developments. Utah Law does not really provide for discretion in the issuance of permitted and conditional use permits. If you meet the standards, you get approved. Therefore, an architect could provide input but not a "yeah or nay". Inclusion of an architect could occur at the concept plan stage. The drafted changes are not about process, so the architect discussion is not in the draft.

The changes are limited to the C-3 zone. Partially this is due to the new noticing requirements that requires a mailed notice to the property owners in the C-3 zone. If we included the C-2 and C-4

zones in the proposed changes, the mailout would be huge and the main priority of addressing what needs to be done in the C-3 zone would be highly watered down, by other issues presented in the other two zones. With an intent to complete the C-3 updates by the end of the year, this seemed counterproductive. We will get back to those updates next year.

Summary changes in the C-3 zone

1. Slight expansion of the chapter purpose
2. Added arts type uses, no drive-ins allowed, added Hotels back as CUP, restricted commercial parking so that they don't front on Main, dropped hospitals out of the C-3, residential use on first floor not allowed on Main, Chain stores not allowed, corner plazas.
3. Build-to line as opposed to zero front setback allows flexibility for outdoor dining
4. Many design features required covering windows, awnings, main entrance doors, building length
5. Building materials are limited
6. Historic design features based on the sketch
7. Adaptive reuse covered with some incentives. Removal of false facades required.
8. Residential use open space requirements or a payment in lieu
9. Height – 3 stories unless a stepback is included then can go to 4

Parking chapter change

Eliminated the parking requirement but also provided an alternative for within the C-3 zone (approximately 3rd North to 3rd South) to stripe a corresponding number of spaces on the adjacent blocks. See Exhibit 2

DISCUSSION

N/A

FISCAL IMPACT

Potential to incentivize growth in the Downtown. Funds for processing and drafting are already available from the Downtown and ordinance update processes.

CONCLUSION

These basic ordinance updates would help implement the Vision in the C-3 zone.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. C3 Updates

Exhibit 1

18.28 Commercial Zones

18.28.010	Purpose and Objectives
18.28.020	Application Requirements
18.28.030	Permitted and Conditional Uses
18.28.040	Development Standards
18.28.050	Additional Regulations
18.28.060	Gross Floor Area of Buildings Limitations for Retail Business
18.28.070	Gasoline Pump Island Locations and Lighting
18.28.080	Related Provisions

18.28.010 Purpose and Objectives

- A. The C-2 commercial zone has been established to facilitate the development of attractive entrances to the City. To reduce the conflict between commercial and residential uses along principal highways and streets adjacent to the central commercial districts and to facilitate the orderly expansion of commercial uses out from the central commercial districts. Incorporating some of the historical architectural styles evident on Main Street is suggested for development in the C-2 zone.
- B. The C-3 central commercial zone has been established as a district in which the primary use of the land is for business, a mixture of uses, and community activities purposes. The area covered by this zone is the historical core area encompassing Main Street and adjacent blocks, which acts as the dominant shopping, community gathering place, and financial center for the City and surrounding territory. For this reason, the zone has been located in the central part of the City, where the street pattern makes the ~~business buildings~~ variety of uses readily accessible to all parts of the City and surrounding region and where business ~~and shopping~~, and engaging activities can be carried on with maximum convenience. The C-3 zone is characterized by wide, clean, well-lighted streets and ample pedestrian ways for the convenience and safety of the public. It is the historic core of the City with an historic architectural style and variety, that is distinct from the rest of the City.
- C. The C-4 general commercial zone has been established as a district in which the primary use of the land is for business, recreation, and hospitality purposes.

18.28.020 Application Requirements

All permitted, and conditional uses are required to submit a site plan as part of an application available online and at the City offices.

18.28.030 Permitted and Conditional Uses

The following chart describes the uses that are appropriate in each commercial zone:

- A. Symbol definitions: **P** = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved when and if they meet the ordinance

- standards. C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited.
- B. If a use is not specifically designated below, then it is prohibited.
- C. All uses listed in the use table that require a building permit shall also require a site plan application.

Commercial Zones Permitted Use Table

LAND USES	C-2	C-3	C-4	Limitations
<u>Arts and arts-related uses, including the crafting of products for sale</u>		<u>P</u>		
Caretaker dwelling	P		P	
Kennels, if located more than 400' from a residential zone	C			
Home Occupations	P	P	P	
In-Home Daycare/Pre-School	P	P	P	
Mixed uses within a building	C	C*	C	<i>The Main Street-facing ground floor is required to be non-residential</i>
Bed and Breakfast Inns	P	P	P	As regulated by Section 18.108.034
Religious institutions, schools (public and private), and other public buildings	P	P	P	
Commercial Day Care Center and/or Pre-School	C	C	C	
Group Homes	P	P	P	
Fraternity/non-profit buildings, clubs, lodges	P	P	P	
Funeral establishments, mortuaries, and wedding chapels;	P	P	P	
New and Used car lots	C			No car lots permitted north of 600 South
Gymnasium/physical fitness /Spa establishments (may include massage)	P	P	P	
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones
Recreation vehicle courts	C		C	As regulated by Section 18.96
Utility buildings, transmission lines, and structures, Electric substations	C	C	C	
Small Cell Installations	C	C	C	
Telecommunication towers	C		C	See Telecommunication Ordinance 18.110. Towers shall incorporate a stealth design
Public Utilities, Shops and Storage Yards, and Public Buildings	P	P	P	
Public Water Reservoir/ Public Storage Tank	P	P	P	
Gas/convenience store with or w/o car wash	C		C	
Car Wash	C			

LAND USES	C-2	C-3	C-4	Limitations
Retail Shops/Services	P	P*	P	
Big Box Retail (60,000 square feet and larger)	C			
Financial Institutions	P	P	P	Excludes check cashing and loan stores
Sit Down Restaurants	P	P*	P	
Restaurants with drive-thru facilities	P		P	No drive-thru windows facing the street
Professional offices, Business Medical/Dental/Optical Office/Clinics and Laboratories	P	P	P	<u>Not located on the first floor in the C-3 zone facing Main Street</u>
Private Instructional Studio - Artist, Photography, Dance, Music, Drama, Health, Exercise	P	P	P	May include retail sales
Commercial Complex	C		C	
Hotels	C	<u>C</u>	C	See section 18.28.040 for additional standards
Commercial parking lots and/or parking structures as a singular use	C	C	C	<u>Not allowed within 100' of Main Street in the C-3 zone</u>
Craftsman Industrial style Light Manufacturing	C	C	C	<i>Within an enclosed building and including a retail component</i>
Manufacturing and processing	C			<i>Within an enclosed building</i>
Indoor and outdoor welding and sheet metal shops	C		C	Only allowed south of 1200 South in the C-2 zone. Only artistic welding in the C-4 zone (no sheet metal shops).
Warehouses, trucking, and associated storage buildings	C			<i>Truck parking and outside storage are not allowed within 60 feet of any public street</i>
Hospitals	C	<u>€</u>	C	
Enclosed Temperature Controlled Storage Units	C			Shall include commercial uses unrelated to the storage function on the street-facing facade
Wholesale establishments with stock on-premises and a retail/office component/store but not a storage warehouse	C			
<u>Attached Residential Developments (3 units and up)</u>		<u>P</u>		<u>Shall not occupy ground floor facing Main Street except for residential entrances and amenities.</u>

*** Conventional Chain Business.** Conventional Chain Business is a business, including but not limited to retailers or restaurants, which maintains one or more of the following standardized items which cause it to be substantially identical to more than 20 other businesses regardless of ownership or location at the time of the application: (1) standardized menu or merchandise with 50% or more of in-stock merchandise from a single distributor bearing uniform markings; or (2) a standardized array of products or merchandise; or (3) uniform apparel; or (4) standardized architectural design, the layout of facade, decor or color scheme

and signs; trademarks, and service marks or logos, or similar standardized features. Such stores are not allowed in the C-3 zone.

18.28.040 Development Standards

- A. In the C-2 and C-4 Commercial Zones, there shall be no area, width, and location requirements except that all buildings and structures in the C-2 and C-4 zones shall conform to the requirements of the adopted Heber City C-2 and C-4, ~~and C-3~~ Design Standards and Guidelines. In the C-3 zone a build-to front setback line is required ranging from 3' to 15'. This means a building can be placed anywhere within that 3' to 15' area. This is established to encourage outdoor dining space. See section N for height restrictions.

B. Entrances and Windows

C-3 zone - entrances to the first floor of buildings shall front a public street, plaza or courtyard. Main entrances shall be covered or recessed using angular side walls to create a larger opening into the first-floor use. On double or triple-frontage lots, main doors are required where the greatest amount of pedestrian traffic is anticipated. When facing Main Street or within 100' of Main Street on a perpendicular street, all windows shall constitute at least 50% of first-floor street-facing facades, and 25 percent of all upper-story street facing facades. First-floor windows shall include transom and bulkhead features to assure historical complementary design. Windows shall be at least 50 percent transparent. Street facing windows that are not on the same façade as the main building entrance, may cover the first-floor windows with non-advertising window films using a mountain (including flora and fauna), mill, orchard, pioneers, agricultural, or mountain-related sports theme. Living screens may replace up to 50% of the window requirement for the lowest anticipated pedestrian traffic frontage. Mirrored windows are not allowed.

For residential units, balconies shall be required for at least 50% of the units. In no case shall any balconies have a separation from an opposing balcony of less than 10 feet.

Windows above the first floor in the C-3 zone shall conform to the standards described in the sketch in section 4, including sills, windowpanes, and a sash.

B. Building Materials

One or more of the following exterior materials of a durable or resilient nature, such as brick, stone, composite materials, metal accents, or other materials of similar quality, hardness, and low maintenance characteristics, are required in the C-3 zones.

New development in the C-3 zone shall incorporate common, locally found materials such as granite, stone, sandstone, or brick as part of the first floor façade of each building for at least 75% of the first floor, excluding the windows. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, except if located on the side of a building or the rear or upper floors they shall be sculpted to resemble brick, and/or sandstone blocks. Other materials may be considered by the Planning Director for soffits or as accents or unique architectural features. Twenty-five-year guarantee architectural shingles or other long-lasting materials are required for sloped roofs.

C. Building Length and Facades

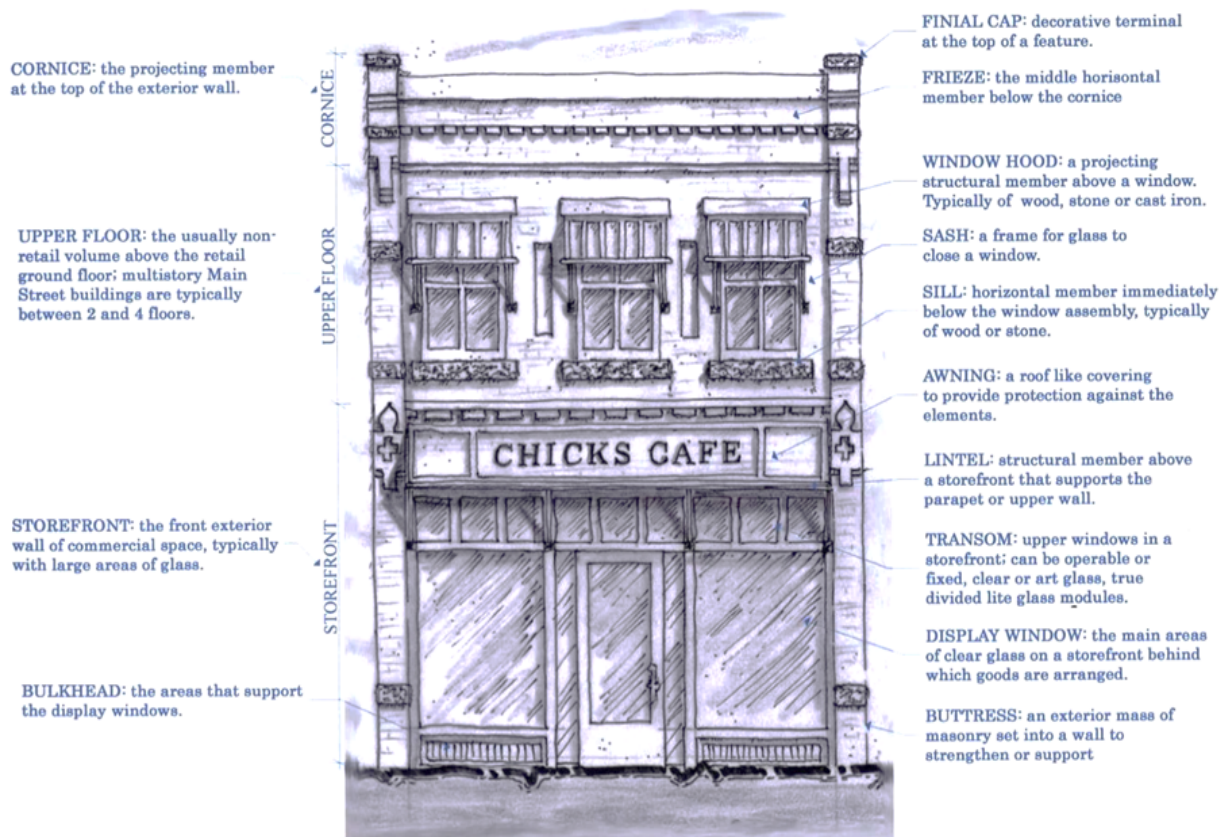
For the C-3 zone, no new street-facing building elevation may exceed 50 feet in length without at least a 3-foot variation in the depth of the façade along the public right of way and a 2-foot

variation on other facades. Residential unit balconies shall not be interpreted to meet this requirement. No single building shall exceed 200 feet in length. Where buildings are proposed of that length, a separation between that building and the next building of a minimum of ten feet is required, creating a passageway to interior spaces. Such passageways shall be downward-lighted, provide a safe pedestrian space and include vegetation in boxes every 30 feet of length. At minimum, building facades shall provide pedestrian plazas every 200 feet of building length to break up long building façades along public rights-of-way. Streetside outdoor dining areas may substitute for such plazas. Top floors shall have architectural differentiation from the other floors of the building, and rooflines shall vary at least every 100 feet, at a minimum. For first-floor uses in mixed use buildings, the appearance of small shops/storefronts with variation in the first-floor façade at least every 30 feet is required. If buildings fronting on Main Street include a permanent awning, it shall extend at least 7 feet from the storefront/façade to provide shade and refuge from inclement weather. Awnings shall be cantilevered from the front façade of the building. Such awnings shall be provided in colors that reflect colors incorporated as part of the exterior of the building.

D. Building Design Features. From the sketch below (Figure 1: Anatomy of a Main Street Building), to obtain a permitted use or conditional use permit, choose:

C-3 zone – at least 6 of the historic features, over and above any required features.

ANATOMY OF A MAIN STREET BUILDING:



E. C-3 Zone Adaptive Reuse – There are several existing buildings within the C-3 zone that could be reworked into a new use. The following general requirements are required:

- a. If the character of the existing building is deemed historic or historically significant, either by Federal programs or by the Historic Master Plan or by individual application to the City, due to its age (50 plus years minimum) or displays a unique architectural style or unique features, as determined by the Planning Director, then reconstruction shall attempt to retain as much of that character as possible. False facades shall be removed to reveal the original finish materials, which shall be rehabilitated, as per industry best practices for historic buildings.
- b. The ground floor facing a public ROW shall encompass retail or restaurant uses to a minimum depth of 20’
- c. The maximum height in the zone may be exceeded by up to 12’ to accommodate architectural features or an additional story. No transitional height requirement is imposed.
- d. A change of use to any use allowed in the zone, permitted or conditional, is allowed. Although a change of use may occur, no additional parking is required.
- e. Exterior additions shall be reflective of the historical character/style of the original building.
- f. All adaptive reuse proposals shall be processed as permitted uses.

F. C-3 Zone Site Furnishings: Site Furnishings: Each development shall incorporate site furnishings into the site including benches facing Main Street. One additional site furnishing shall be included from this list: a patio/seating area, pedestrian plaza with benches, play areas, kiosk area, water feature, clock tower, sculpture, bike racks, and public art.

G. Private Outdoor Lighting and Outdoor Dining

In the C-3 zone, lighting for streets and parking lots on the interior of the development is required. All lighting shall be dark sky compliant as required by Chapter 18.78 of Heber City Municipal Code. The applicant shall submit a plan which indicates the type and location of lights in relation to the development and designed for pedestrian/vehicular safety. Pedestrian lighting may include bollards and all lighting shall follow established themes described in subsection W of this section.

Outdoor seating and dining may be partially or fully covered to extend the outdoor dining experience through the spring and fall months. Outdoor patio heaters and misters are permitted. Restaurant tables and chairs may be movable or permanent and should be reflected on the site plan. If alcohol is served, the restaurant will need to provide signage and decorative fencing per the health department code. Fencing materials shall be limited to metal picket fencing. Any accommodation for dogs shall be subject to the Wasatch County Health Department regulations.

H. Access Between Uses

In the C-3 zone, vehicular and pedestrian access is required between uses and does not force vehicles/pedestrians out to the adjacent streets.

I. Open Space and Plazas

a. For residential development in the C-3 zone, that includes residential mixed uses, the open space requirement is 20% of the gross area of the site. This open space requirement shall be fulfilled through rooftops, terraces for general resident use, plazas and pocket parks. The required common open space shall be privately maintained for general use by the residents of the building and/or the public and be usable land areas that are not occupied by buildings, dwellings, structures, parking areas, streets, public park strips, curb-gutter-sidewalk, driveways, or alleys and shall be accessible by all residents of the development. For the purposes of this chapter, gross site area is defined as the total area of the development excluding anything in the public right of way. For development or redevelopment involving sites that are one acre in size or greater, at least 40 percent of required open space must be in the form of a plaza that is located at the front, corner or side of the building along a street, and open and accessible to the public at all times. The following requirements must be met:

1. At least 50% of the plaza's perimeter that does not front on vehicular right-of-way shall be lined by building frontages.
2. Fully enclosed permanent structures are not permitted.
3. Playgrounds are not permitted.
4. Minimum pervious surface = 30%
5. Must include seating, shade structures, and one tree (2-inch caliper minimum) per 800 sf of plaza area
6. Special features such as fountains and for sale public art installations are encouraged. Active features, that give visitors something to do, shall be incorporated into the plaza.

a. On-site open space/park substitution – in-lieu Substitutions in the C-3 zone

The open space/park requirement may be modified through potential substitutions for any development within the C-3 zone. Such in-lieu substitutions are intended to enhance existing parks with features or improve park land. The three parks on Main Street and the regional facilities near 600 West are the signature open spaces in the Central Heber area and are a benefit to all development in the area.

In-lieu substitutions are encouraged for the benefit of the Main Street parks and 600 West parks by application to the City Council or City Manager, under the following circumstances:

1. Cash in-lieu: the City may determine that in certain situations, accepting cash as an in-lieu substitution, where it can be shown that acceptance of those funds, is more effective by creating park improvements as opposed to smaller on-site private parks. Cash in-lieu payments shall not be accepted without a qualified appraisal process, managed by the City. The City shall be obligated, in a timely manner, to use the in-lieu funds within the C-3 zone for land purchases, open space, pedestrian system enhancements, the daylighting of streams, and/or traditional park related improvements.

2. Any land which has been already dedicated, set aside, platted, or otherwise approved as park or open space, may not be substituted or used for any purpose other than those allowed by this chapter.

3. In-lieu substitutions shall be reviewed by the City Council and/or City Manager, through an application, however, final approval of the in-lieu substitution rests with the City Council. Such approvals shall occur as part of an MDA, or prior to issuance of Final Site Plan approval or a building permit.

J. Where buildings are located on a corner in the C-3 zone that addresses Main Street, a corner plaza creating a 10' by 10' triangle outside but adjacent to the ROW is required. Such plazas shall include street furniture that allows for seating, as a minimum.

K. In the C-3 zone, height shall be a maximum of three stories without a stepback, and shall not to exceed 46 feet for the C-3 zone or the three stories but may be raised another 12'/one additional story, if the building includes a stepback with a minimum of 10' depth, above the first story.

L. In the C-3 zone, buildings over two stories shall include stepbacks when adjacent to publicly owned properties.

M. Areas on the west side of 100 West and the east side of 100 East, no building shall be taller than three stories.

N. In the C-2 and C-4 zones, height may be increased to 4 stories, not to exceed 55 feet if all of the following standards are met:

1. The application includes at least 10% percent affordable housing, available to persons at 60% of the current County Average Median Income (AMI) or below that threshold.
2. If it is a mixed-use building.
3. If the building design includes a step back of a least ten feet between the second and third stories.

O. In the C-2 zone, buildings may be increased to 5 stories with a stepback included and affordable housing is included.

P. Any use on a parcel larger than 1 acre in a C-3 or C-4 zone or any use with a building footprint larger than 30,000 square feet, shall become a conditional use.

Q. Any use on a parcel larger than 5 acres and any use with a building footprint larger than 60,000 square feet in the C-2 zone shall become a conditional use.

18.28.050 Additional Regulations

The following provisions apply within the Commercial Zones

- A.** For buildings within the C-2 and C-4 zone, a strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped as set forth in Chapter 18.76 of this title except for permitted driveways, except as required by the Heber City C-2 and C-4 Zone Design Standards and Guidelines.

- B. No dust, odors, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises except for normal traffic movement.
- C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight-obscuring fence or wall except for licensed vehicles in running order.
- D. All off-street parking shall be hard-surfaced as regulated by Chapter 18.72, except within the C-3 zone where no parking is required..
- E. All buildings located adjacent to major streets shall have at least one entrance way facing onto said street.
- F. Sale material may be displayed on business premises during normal working hours.
- G. See 18.76.050 for building setbacks adjacent to residential use

18.28.060 Gross Floor Area of Buildings Limitations for Retail Business

- A. **C-2 Zone.** No floor area limitation.
- B. **C-3 Zone.** Retail establishments shall not exceed 60,000 square feet of gross first floor area, considered the building footprint, within the C-3 Zone. As per section 18.28.040 (4), all buildings in the C-3 zone that exceed a 30,000 square foot footprint, be a conditional use
- C. **C-4 Zone.** No floor area limitation.

18.28.070 Gasoline Pump Island Location and Lighting

Gasoline pump islands shall be set back from any right-of-way line to accommodate the landscape setback and proper circulation/stacking for the pumps. Each pump shall provide stacking for a minimum of two standard sized vehicles defined as 20' for each. A circulation aisle beyond the stacking area is required that allows for a circular traffic movement. Pump islands shall be so located that automobiles stopped for service will not extend over the property line. In no case shall pumps be set closer than twelve feet from any street lines, nor closer than ten feet from any side or rear property line. Lots from which gasoline is dispensed to customers at retail shall be not less than seventy-five by one hundred feet in size. Canopies over pump islands may extend to the closest edge of any required landscaping. Any above ground fuel tanks such as propane tanks shall be located with a minimum setback from the ROW as per the IBC or 30' whichever is greater. See the Lighting Chapter 18.78, for lighting standards.

18.28.080 Related Provisions

- Chapter 18.12 Administration
- Chapter 18.08 Definitions
- Chapter 18.68 Supplementary Regulations
- Chapter 18.108 Conditional Use Permits
- Chapter 18.72 Off Street Parking and Loading
- Chapter 18.103 Sign Regulations
- Chapter 18.78 Lighting
- Chapter 18.174 Enforcement
- Chapter 17 Subdivisions
- Heber City C-2 and C-4 Zone Design Standards and Guidelines

- Heber City C-3 Zone Design Standards and Guidelines

Exhibit 2

18.72.100 Reserved-Parking Requirements in the C-3 Zone

Given the availability of on-street parking and existing parking lots, new uses and existing use expansions are not required to provide any on-site parking. Complete street improvements are required, that may include pavement, curbs, gutters and sidewalks, as per the Standards and Specifications for such streets.

Alternative – In the C-3 zone no on-site parking is required for any use or an expansion of a use, but adjacent public right-of-way stall striping corresponding to the required parking spaces (see 18.72.30 A) is required as part of the permitted or conditional use approval process. Complete street improvements are required, that may include pavement, curbs, gutters and sidewalks, as per the Standards and Specifications for such streets.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
September 19, 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 4:07 p.m.
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
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
Finance Manager Sara Nagel
City Planner Jacob Roberts
City Attorney Jeremy Cook
City Recorder Trina Cooke
Detective Heath Harvey

Staff Participating Remotely: IT Specialist Anthon Beales, Human Resources Manager Cherie Ashe, Finance Manager Sara Jane Nagel, City Engineer Russ Funk, Planning Manager Jamie Baron, Engineering Administrative Assistant Desiree Muheim, and Accounts Payable Technician Wendy Anderson.

Also Present: Chris Merritt, Amber Anderson, Chelsea Gauthier, Michael Moulton, Paul Royall, William F. Webb, Rachel Michael, Allison Salisbury, Alissa Haynes, John Hajny, Lisa Bahash, Piper Riddle, McKay Riddle Johnson, Tonia Webb, Laurie Thomson, Mark Thomson, Ann Moulton, Ryan Bonner, L. Wynn - Wave, Tori Broughton, Del Barney and others who did not sign in or whose names were illegible.

Also Attending Remotely: (Names are shown as signed-in online) Christen Thompson, John Janson, Meg Ryan, Russ Watts, Caroline Rodriguez, CLP, Danny

Hill, Diana, Dark Skies Advocate, Fox 13 News, Jeremy, Kristin Bunnell, KUTV, KSL, Julie M, Grace - KPCW, EA, Kyle Kohler, Lisa Jane Dinga, Nick Lopez, Parker Sever, Rws, Shorty, Vickie, and Vaughn Hokanson.

1. State Historic Preservation Office (SHPO) presentation on the National Main Street Program, Historic Preservation and state and national grant programs (Kohler, Smedley, Gauthier, Clarke) (Tony Kohler, Community Development Director) - *60 min*

Chris Merritt, State Historic Preservation Officer with the State of Utah, described the importance of preserving the history of communities. Mr. Merritt reviewed the purpose and function of their organization and noted the grants available for historical preservation purposes. He felt there were many opportunities for historical revitalization along Heber's downtown Main Street.

Amber Anderson further described the benefits of registering with the National Register of Historic Places. Chelsea Gauthier headed the Utah Main Street Program to support community transformation while promoting economic vitality. She reiterated potential funding programs and possible grants. Council discussion followed.

2. Implementing the Central Heber Vision (Tony Kohler, Community Development Director) - *40 min*

Planning Consultant John Janson explained there was clarification needed in the City's General Plan in order to proceed with enacting the Envision Central Heber Plan. He offered nine steps, as outlined in the attached Staff Report, in order to implement the Vision. A public hearing with the Planning Commission would be needed. Mr. Janson felt a joint meeting between the Planning Commission and Council would be helpful and possibly an additional public open house. Consensus of the Council was for Staff to proceed with the necessary steps to implement the Vision.

3. Discussion regarding changing the name of Hidden Creek Lane between Highway 40 and Mill Road (Jamie Baron, Planning Manager) - *10 min*

City Planning Manager Jamie Baron explained that the residents of the original Hidden Creek Lane were unhappy about the road name being used for a road in the new development across the highway.

Rachel Michael, resident of Hidden Creek Lane, described the existing confusion with the road as the post office had it listed under Hidden Creek Road but the emergency services had it listed as Hidden Creek Lane. She noted the road across the highway did not directly align with the pre-existing Hidden Creek Lane. She had submitted the attached letter to the Heber City Council signed by all the neighbors to request the name change for the road in the new development. Council discussion concluded that the road be given the name of its number coordinate, 1790 South, until the subdivision was built.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the meeting to order at 6:04 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Scott Phillips, Council Member)

Council Member Phillips led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Ryan Stack, Council Member)

Council Member Stack shared a prayer.

IV. CONFLICT OF INTEREST DISCLOSURE:

Council Member Stack recused himself from the HVT (Heber Valley Transit) discussion as his office represented them. He did not feel it was a direct conflict but wished to avoid any potential appearance of impropriety.

V. CONSENT AGENDA:

1. Approval of September 5, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2023-33 Removing Title 4 from the Heber City Municipal Code and deferring to State requirements (Jeremy Cook, City Attorney)
3. Consider Approval of Contract Award for Construction of the 1200 South 500 East Traffic Signal (Russ Funk, City Engineer) -

Council Member Kahler asked that City Engineer Russ Funk provide information for the concerned community members on Consent Agenda item three prior to approval due to a recent accident at the intersection involving a juvenile. Mr. Funk shared that Council had previously expressed interest in the installation of a traffic signal at the intersection. The City had performed a traffic safety study and the results had not warranted a signal at that time. Despite study results, the City Council and Staff had decided to proceed with the installation of a traffic signal based upon safety concerns. The Engineering Department had requested funding for the signal in the existing budget cycle and had planned on beginning the installation project in the spring but had recently decided to accelerate the timeline.

Motion: Council Member Kahler moved to approve the three Consent Agenda items as listed. **Second:** Council Member Johnston seconded the motion.

Discussion: Council Member Phillips asked to correct a statement in the September 5, 2023, meeting minutes. Page 13 of the minutes indicated that he said the temple lighting would be downward facing in order to maintain the dark skies and he had actually said "no light would be escaping the surface of the temple".

Mayor Franco asked if the crosswalk on 1200 South had been repainted since the road was resurfaced. City Engineer Russ Funk stated that the crosswalk had not been repainted yet as there was another coating that needed to be added to the road surface before the crosswalk could be redone. An officer would be posted at the crosswalk location until it was repainted.

Amended Motion: Council Member Kahler agreed to amend her motion to include Council Member Phillips requested correction to the meeting minutes.

Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

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

1. Public Handouts

William F. Webb referred to a recent letter to the editor in the Wasatch Wave that had proposed one-way traffic on 100 East and 100 West in order to alleviate some of the traffic pressure on Main Street. He felt it was a good suggestion and it could work in conjunction with the bypass. He expressed his support to rename the Public Safety building for Chief Dave Booth. Mr. Webb shared that he had a neighbor who had committed suicide and Chief Booth had continued to stop by to perform welfare checks on the affected residents. Mr. Webb found the Chief to be compassionate and very dedicated to public safety.

John Hajne reminded Council he was hit by a vehicle 40 years prior and traffic safety was very important to him. He stated the City had contracted a third-party engineering firm to perform the traffic study and he felt it should be made available to the public as it had been paid for by the tax-payers. He wished to clarify his disagreement with the concept that there would be 200 lots on the land where the temple would be built. The location was zoned for 1-acre lots which equated to 18 lots. The engineering information that each home generated 10 round-trip traffic trips per day was from the 60's. He did not agree that the elected City Officials could not do more to guide the temple construction. He referred to the MOU (Memorandum of Understanding) between the City and the County from 2019 that he felt gave the City more negotiating power and wondered why the temple was not in the MOU. He suggested the City post the written guidelines for traffic requirements to inform the public and contractors.

Ann Moulton, Just Serve Specialist, had helped organize the September 11 day of service held on September 9, 2023. She wished to thank the City for their support. The service project had completed nine projects with 300-400 participants. A property clean-up was done on 274 Main Street, filling a construction dumpster and two truck beds.

Christen Thompson, Heber City Resident, liked the existing City branding and questioned the wisdom of spending tax-payer money on rebranding. With regard to speed limits and streets, he proposed lowering speed limits on Mill Road and 1200 South; installing cross-walks on 600 South Mill Road and at 600 South 270 East, by the high school; and better intersection designs such as the Dutch-style intersections with a tighter turn radius for cars and providing protected lanes for cyclists.

VII. GENERAL BUSINESS ITEMS:

1. Discussion with High Valley Transit regarding assistance from Heber City to facilitate future HVT bus stops, bike-and-ride lots, and other issues for expanded transit in the near future in Heber City (Mike Johnston, Council Member) - *15 min*

Council Member Johnston had invited High Valley Transit to present at the City Council Meeting in order to coordinate how the City could help facilitate walk-and-ride and bike-and-ride bus-stop locations going forward.

Jamie Dansie, transit planner for High Valley Transit (HVT), presented information regarding the installation of bus stops, ensuring ADA (Americans with Disabilities Act) compliance, and hopes to increase services in Heber Valley with more permanent bus stop structures. Council Member Johnston asked HVT to work with the City to project where additional stops needed to be added as new development was constructed. Discussion regarding future collaboration followed.

2. Presentation regarding Dark Skies in Heber City (Lisa Bahash) - *10 min*

Lisa Bahash and Alissa Haynes were co-founders of Wasatch Back Dark Skies. They provided information as shown in the attached PowerPoint. They would be proposing an amendment to the County's dark skies ordinance at the County Council meeting the following night.

Council Member Barney asked if there was a middle ground for the group to compromise with the County. Ms. Haynes agreed and noted it was easier to do it right from the beginning rather than try to recover later. The group had hoped the County would have made the temple an exception rather than adopting an ordinance that allowed the entire County the same lighting as the temple.

3. Utah League of Cities and Towns - September 2023 Conference Report - Housing Brochure & Data Request, NIMS Training, M&I Water and 'Water Neutral Savings,' Resolution 1 & Governor's Initiative on 'Disagree Better', Resolution 2 on 'Local Authority' See also: <https://www.nga.org/disagree-better/> (Heidi Franco, Mayor) - 20 min

Mayor Franco shared handouts with information provided at the Utah League of Cities and Towns (ULCT) conference. She felt M&I water needed to be addressed in the municipal code for development agreements. She handed out the attached Dignity Index card and read the proposed resolution to encourage dignity and civility in local politics. Mayor Franco proposed considering the adoption of a Code of Conduct.

4. Update of Council Priorities 2023-2024 (Matt Brower, City Manager) - 10 min

City Manager Matt Brower reviewed the progress of Staff to accomplish the Council priorities as listed in the attached spreadsheet. He commended the City Staff for their efforts. Mayor Franco shared plans for a stoplight to be installed at the new Smith's Marketplace location. The street light fixtures on Main Street were being replaced. Mr. Brower shared the progress of the new Heritage Farms Parkway. Council Member Johnston shared his appreciation for Mr. Brower and the City Staff and expressed thanks from the Council.

5. Central Heber Replacements Project Update (Russ Funk, City Engineer) - 5 min

City Engineer Russ Funk shared that phase one of the Central Heber Replacements project was near completion. The project had come in over a million dollars under budget at a time when construction materials were at an all-time high and construction crews availability were at an all-time low. He continued to provide details of the progress being made as well as the projected timeline.

Council Member Barney explained that the next part of the discussion was going to be a Q&A to address concerns expressed by the community. She had found there were misconceptions and misunderstandings online regarding the Central Heber utility lines replacement project. The discussion can be heard on the meeting recording on the city website www.heberut.gov in hour three, minute 23.

Laurie Wynn, resident, asked if speed signs could be installed on all of the approved detours, specifically 750 East.

Mr. Funk asked the public to be considerate to the crews as they were working hard.

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

1. Public Hearing for Resolution 2023-17 to Approve the 1st Budget Amendment to the Fiscal Year 2024 Annual Budget (Sara Nagel, Finance Manager) - 15 min

Finance Manager Sara Nagel reviewed the proposed budget amendments to the FY 2023-2024 annual budget as listed in the attached Staff Report. She noted that the Engineering Department had informed her that the amendment to fund 47, Impact Fees, for \$460,000.00 was no longer needed.

Mayor Franco opened the public hearing at 8:09 p.m. No one from the public came forward to comment. The Public Hearing was closed at 8:10 p.m.

Motion: Council Member Stack moved to approve Resolution 2023-17 amending the budget, subject to an alteration to fund 47, Impact Fee Fund, removing the requested allocation of \$460,000.00. **Second:** Council Member Phillips made the second.

Discussion: Mayor Franco asked if there was any impact to the City's surplus due to the proposed budget amendments. Ms. Nagel provided an explanation of the funds being rolled over from the previous year's budget and the amount listed in the General Fund of \$110,000 did not directly impact the surplus.

Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

Motion: Council Member Stack moved to bring item five on the agenda forward for discussion. **Second:** Council Member Kahler made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

2. Parker Sever Employment Agreement and Official Appointment as Heber City's Police Chief (Matt Brower, City Manager, Jeremy Cook, City Attorney) - 10 min

City Manager Matt Brower reviewed two additional proposed changes to the employment agreement for the incoming Chief of Police, Parker Sever. The first change was to section five: Termination of Employment, to change from ten days to 30 days that the employee may terminate the agreement with written notice. The second proposed change, was found in section 11: Residency, to change the language from indicating he live "within a reasonable distance to Heber City", to specifying he needed to live in the Heber Valley.

Motion: Council Member Kahler made a motion to accept the employment agreement with the two proposed changes of 30-day notice and to live within the Heber Valley.

Discussion: City Attorney Jeremy Cook clarified the intent was for section 11 to apply to the permanent full-time residency, allowing time for the new Chief to find and purchase a home.

Amended Motion: Council Member Kahler amended her motion to include in Section 11 that the employee agreed to establish full-time residence in the Heber Valley.

Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

3. School House Academy Foundation Request for Funding (McKay Riddle) - 20 min

McKay Riddle Johnson presented the information regarding a proposed non-profit child development center they were working towards opening. She reviewed the services the school intended to offer. Piper Riddle explained that the program would offer extended hours for working parents and they were also partnering with the school district to offer child care for their employees. There would be scholarships available, tuition established at a fixed rate, and biannual fundraising. Aaron Johnson reviewed the grants the program had applied for and had found that many were available for municipalities rather than private parties. The group hoped Heber City would partner with them in order to assist with securing grants as well as waive certain municipal fees.

Council Member Kahler recognized the need for childcare in the community. She had reached out to another childcare facility and did not feel the request to waive fees was fair to the other facilities in the City that were required to pay the same fees. Council Member Stack agreed and felt it would not set a good precedent to waive City fees but did support working in partnership to secure grants for the program. Council Members Barney and Johnston indicated support for the project as well and felt the City should help with the acquisition of grants. Consensus of Council majority supported the City working with the school project towards securing grants.

4. 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

Motion: Council Member Stack moved to remove action item four from the agenda, given that the Council had already addressed action item five. **Second:** Council Member Kahler seconded the motion.

Discussion: Mayor Franco felt the Council had gotten halfway there with the approval of the plaque to honor Chief Booth.

Call the Question: Council Member Stack called the question. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

Vote on original Motion: Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

5. Plaque to commemorate Chief David D. Booth's retirement and contributions to Heber City including the construction of the Public Safety Building (Scott Phillips, Council Member) - *10 min*

Council Member Phillips explained he wished to commemorate Chief Booth for his service but was unsure whether renaming the Public Safety Building for him was the appropriate action. He proposed a bronze plaque to honor Chief Booth and read the proposed inscription to be engraved as found attached to the meeting materials. He reiterated the Council's gratitude for Chief Booth for leaving the community better than he had found it. Mayor Franco pointed out that the Police Department slogan at the top of the inscription should read "Protect with courage, serve with compassion" rather than "passion."

Motion: Council Member Kahler moved to accept Council Member Phillip's recommendation for a plaque to commemorate Chief Booth. **Second:** Council Member Johnston seconded the motion.

Discussion: Council Member Phillips asked if Council needed to include funding in an amount not to exceed \$8,000 in the motion. City Manager Matt Brower proposed letting Staff run with the project and return to Council if a budget amendment was needed. Council Member Johnston expressed, on behalf of the Council, utmost admiration for Chief Booth. Council Member Barney agreed and indicated her preference to name the building for Chief Booth but was willing to go along with the Council. She hoped the plaque would be placed at the entrance of the building where everyone who entered would be able to see it.

Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

6. Subdivision Requirements Update (Tony Kohler, Community Development Director) - *30 min*

Planning Consultant John Janson reviewed the proposed updates to Heber City's municipal code with regard to section 17.30, Subdivisions, as outlined in the attached Staff Report. Council Member Stack inquired whether all of the proposed changes were in order to comply with State Code. Mr. Janson responded that there were additional proposed changes to the Municipal Code that were not state-mandated. Consensus of Council majority was to return the agenda item to the next meeting as an action item to be voted on.

7. Ordinance 2023-20 adopting the Affordable Housing Amendment (Tony Kohler, Community Development Director) - *20 min*

Council Member Mike Johnston served on the Wasatch County Housing Authority Board and shared the Board's decision to not hire a full-time housing director at that time as there was not a full-time workload. The Board was contracting with MAG (Mountainlands Association of Government) for staff to fill their needs. He reviewed the progress being made with deed-restricted housing in new developments to offer lower-cost housing for government employees and first responders. He recommended those interested in housing should contact the Housing Authority Board or MAG. Planning consultant Meg Ryan asked that if there was a motion made to include moving section 18.102.040 into 18.102.050. Council Member Johnston commended Tony Kohler and Meg Ryan for their work on the affordable housing code. He recognized affordable housing was a difficult topic to address in the code but felt they had realized a good start.

Motion: Council Member Johnston moved to adopt Ordinance 2023-20 adopting an updated affordable housing plan as presented and to move 040 into 050 as recommended. **Second:** Council Member Phillips made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

8. City Rebranding (Ryan Bunnell) - 15 min

Ryan Bunnell presented the updated rebrand proposed. Council expressed support for the new branding. Council Member Phillips clarified the existing branding would not be replaced until replacement was needed due to wear and tear.

Public comment: Paul Royall expressed support for the design. City IT Specialist Anthon Beales expressed support for the new design and felt it would work well on the website and with email signatures.

Motion: Council Member Phillips moved to accept the design as the new Heber City Logo, the brand guidelines book, and the style guide as presented by Ryan Bunnell. **Second:** Council Member Kahler seconded the motion. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

9. Resolution 2023-11 Updating the Personnel Policies & Procedures Handbook (Jeremy Cook, City Attorney , Cherie Ashe, Human Resources Director) - 20 min

City Attorney Jeremy Cook shared the implemented updates shown in the attached redlined version reflecting the changes proposed by Council during the previous meeting.

Motion: Council Member Phillips moved to adopt Resolution 2023-11. **Second:** Council Member Stack seconded the motion. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

10. Authorization to solicit proposals for sale of City-owned Commerce Park property (Matt Brower, City Manager) - 5 min

City Manager Matt Brower recalled the previous invitation to negotiate (ITN) issued by the City in 2021. At the time, Council had declined all offers submitted to purchase the parcel of City-owned land located in the industrial area. The City continued to receive offers to purchase the parcel and Mr. Brower wished to obtain Council direction. Council Member Phillips proposed proceeds from the sale be applied towards the first employee-dedicated affordable housing with deed restrictions for Heber City employees. Mr. Brower recognized it was a Council prerogative but recommended setting the money aside for downtown parking infrastructure or the purchase of the County building. Council Member Stack wished to specify that the City would not entertain proposals for storage units. Council Member Barney did not wish to see the land used for rock or concrete businesses. Consensus of Council majority was for Staff to proceed with the ITN process.

IX. COMMUNICATION:

Mr. Brower shared the Fitness Court ribbon-cutting would take place the following Monday at 4:00 p.m.

City Recorder Trina Cooke advised that the Ranked Choice Voting ballot would have six rankings for candidate selection rather than allowing ranking for all 11 of the candidates.

Council Member Rachel Kahler read a prepared statement to address the Mayor's article in the Wasatch Wave the previous week. Mayor Franco felt Council Member Kahler's comments were out of order and called for a motion to adjourn.

Motion: Council Member Stack moved to allow Council Member Kahler to finish her statement. **Second:** Council Member Phillips made the second.

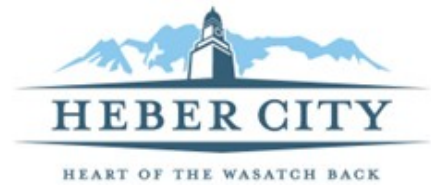
Council Member Kahler completed her statement. Council discussion regarding respectful conduct continued.

X. ADJOURNMENT:

Motion: Council Member Stack made the motion to adjourn. **Second:** Council Member Phillips seconded the motion. The meeting adjourned at 9:53 p.m.

Trina Cooke, City Recorder

Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Ordinance 2023-34 Rename of Hidden Creek Lane to 1790 South
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

The residents on Hidden Creek Ln in the County have requested the name of Hidden Creek Ln in the City be changed to avoid confusion. The Council has directed staff to change the name to 1790 South until such time a name can be chosen that would support the future elementary school that is to be located on the road.

RECOMMENDATION

Staff recommends the Council adopt Ordinance 2023-34.

BACKGROUND

Hidden Creek Ln was dedicated with Phase 5 of the Sawmill Development. The road was intended to line up with the Hidden Creek Ln and Mill Road intersection. The residents of Hidden Creek Ln in the County have requested the name of Hidden Creek Ln in the City be changed to avoid confusion. The Council has directed staff to change the name to 1790 South until such time a name can be chosen that would support the future elementary school that is to be located on the road.

DISCUSSION

PROCESS

In the Utah State Code Section 10-8, the Powers and Duties of municipalities are outlined. In Section 10-8-32, authority is given to municipalities to name streets and to change the name of streets. The code section reads as follows:

10-8-32. Naming streets and public places.

They may name streets, courts, parks, thoroughfares and other public places and change the names thereof.

FISCAL IMPACT

The fiscal impact is currently unknown. This will require the changing of signs within the sawmill development.

CONCLUSION

The council has directed staff to change the name of Hidden Creek Ln to 1790 South. Staff has prepared ordinance 2023-34 to adopt this name change. Staff is recommending the council adopt the ordinance with the following findings.

Findings:

1. Section 10-8-32 of the Utah State Code identifies the naming of streets as a power of the City Council.

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option.

"I move to **approve** Ordinance 2023-34, changing the name of Hidden Creek Lane to 1790 South with the finding in the conclusion of the staff report."

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ordinance 2023-34 1790 South

ORDINANCE NO. 2023-34

AN ORDINANCE CHANGING THE NAME OF HIDDEN CREEK LN TO 1790 SOUTH, FOR ALL PORTIONS OF THE STREET WEST OF MILL ROAD.

BE IT ORDAINED by the City Council of Heber City, Utah, the official street name for Hidden Creek Ln, west of Mill Rd, has been changed to 1790 South, as shown in Exhibit A.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2023.

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 Philips	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

Date of First Recording: _____

Exhibit A



Heber City Council Staff Report



MEETING DATE: 10/3/2023

SUBJECT: To approve a professional service contract for budget planning and budget book software to be negotiated by Staff with ClearGov for an amount not to exceed \$110,500 for a three-year contract

RESPONSIBLE: Anthon Beales

DEPARTMENT: Finance

STRATEGIC RELEVANCE: Necessary Action Required

SUMMARY

Staff is seeking Council approval to award a professional services contract to the vendor selected by the selection committee during the RFP process. The City's request for proposals (RFP) on the State of Utah's procurement website received 4 responses. The City's selection committee reviewed the proposals and selected a vendor based on four criteria: compatibility with Pelorus, references, the vendor's ability to provide services outlined in the RFP and cost.

RECOMMENDATION

Approve a professional service contract for budget planning and budget book software to be negotiated by Staff with the vendor selected by Staff during the RFP process for an amount not to exceed \$145,000 for a three-year contract.

BACKGROUND

Heber City has utilized a combination of Word and Excel to develop, approve and generate the City's budget and budget book for 20+ separate funds. Generating a budget using a highly manual process is prone to errors and uses significant amounts of Staff time, linking and updating disparate files, and formatting a report with over 300 pages. As the City grows in terms of population, employees, projects, the City needs a more sophisticated platform with which to build the budget. The RFP detailed several "must-haves", a few of which are highlighted here:

- Web-based
- Intuitive and user-friendly
- GFOA award qualifying book production
- Provides analysis, dashboarding and drill-downs (for both internal and external users)

The vendor selected by the committee meets all the requirements of the RFP.

Below are the four (4) firms that submitted RFPs and their total three-year cost:

Questica	\$100,545.20
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IGM	\$139,947.50
ClearGov	\$110,434.70
DAPLAN	\$284,307.60

DISCUSSION

The RFP had several “must-have” features and numerous “highly preferable” features detailed in Exhibit 1. Staff reviewed each proposal to ensure the selected vendor met all “must-have” criteria and most of the “highly preferable” criteria. Staff also considered the proposal total cost to ensure the contract would be within Council-approved budget.

FISCAL IMPACT

The selected vendor costs are within the Council approved one-year budget of \$60,000. The cost will be allocated to the General Fund (10), Airport Special Revenue Fund (21), Culinary Water Fund (51), Waste Water Fund (52), Stormwater Fund (54) and Pressurized Irrigation Fund (55).

CONCLUSION

Staff recommends Council approve a professional service contract for budget planning and budget book software to be negotiated by Staff with the vendor selected by Staff during the RFP process for an amount not to exceed \$145,000 for a three-year contract.

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: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Heber City RFP for Budgeting Software
2. Budget Software Proposal_Questica
3. Budget Software Proposal _IGM Technology
4. Budget Software Proposal _ClearGov Proposal
5. Budget Software Proposal _DAPLAN

Exhibit

1



Request For Proposal

Financial Budget Planning System/Software

DELIVER ELECTRONIC PDF PROPOSALS BY

MONDAY, SEPTEMBER 18, 2023 at 3:00 p.m. MDT

Submit completed proposals to:

Sara Nagel, CPA
Finance Director
snagel@heberut.gov

All inquiries concerning this Request for Proposal must be submitted through [SciQuest / U3P](#) during the Question and Answer period. Answers from the City will be posted on SciQuest / U3P.

REQUEST FOR PROPOSAL
Financial Budget Planning System/Software
Heber City Corporation

PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to obtain the services of a vendor/service provider that is qualified and experienced in providing a Budget Planning System (BPS) i.e. software. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

The Service Provider shall plan, configure, and implement a Budget Planning System (BPS) (the "System") that will meet the business needs of Heber City. The Services shall include the design, installation, configuration, customization development, integration, testing, deployment, training, maintenance, and updates of the System. The System shall provide the tools and capabilities necessary for the Finance Director to plan and manage budgeting, performance management, GFOA budget book creation and publishing, and capital investment planning for City wide services and key departments.

BACKGROUND

Heber City Corporation (Entity), at 75 North Main Heber City, UT was incorporated in 1889 and currently utilizes the following funds: General, Airport Operations, Debt Service, Water, Sewer, Storm Water, Pressurized Irrigation, Capital Improvement Airport, multiple Capital Improvement Project Funds, multiple Impact Fee Funds, Internal Service and Perpetual Care. The Entity also has a Community Reinvestment Agency. Total revenue for all funds was \$37,414,202 for the fiscal year ended June 30th, 2022.

The Entity is currently using various spreadsheets, and word documents to process the budget, planning and other related management tasks. The Entity uses Pelorus software for its accounting applications which are supported by Microsoft hardware. At this time, the Entity does not anticipate an integration with Pelorus and the BPS.

SUBMITTING YOUR PROPOSAL

By submitting a proposal in response to this RFP, the Offeror is acknowledging that the requirements, scope of work, and evaluation process outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be brought to the attention of the Entity prior to the closing date and time for submission of the proposal.

Proposals must be received by the submission deadline of 3:00 p.m. MDT on September 18, 2023. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically in PDF format to: snagel@heberut.gov. However, if you choose to submit hard copies, one original and three copies of your proposal must be submitted to the Entity at the address below:

Sara Nagel, Finance Director
Heber City Corporation
75 North Main
Heber City, UT 84032
snagel@heberut.gov

LENGTH OF CONTRACT

The initial term of this contract is for three years commencing upon the date that the contract is fully executed.

The Entity reserves the right to review the contract on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include but not be limited to the Standard Terms and Conditions (see Attachment A). Exceptions and or additions to the Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. The Entity retains the right to refuse to negotiate on exceptions should the exceptions be excessive or not in the best interest of the Entity, or if the negotiations could result in excessive costs to the Entity or could adversely impact existing time constraints.

Wherever the following terms appear in this solicitation or reference is made to them, they shall be interpreted according to the section of *Utah Code* indicated: bidder, or quote as defined in 63G-6a-103(5); RFP, or Request for Proposals, as defined in 63G-6a-103(72). The procurement shall be conducted subject to the provisions of *Utah Code* 63G-6a-701-712.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of the Entity. However, the Entity may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), *Utah Code*, Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) Commercial information or non-individual financial information obtained from a person if:*

- (a) *Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
- (b) *The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
- (c) *The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

* * * * *

- (6) *records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except . . . that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;. . .*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the Entity*,
2. Include a concise statement of reasons supporting the Claim of Business Confidentiality (Subsection 63G-2-309(1)), and
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The Claim of Business Confidentiality must be submitted with your proposal on the form which may be accessed at:

<https://purchasing.utah.gov/for-vendors/>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

All materials submitted become the property of the Entity. Materials may be evaluated by anyone designated by the Entity as part of the proposal evaluation committee. Materials submitted may be returned only at the Entity's option.

DETAILED SCOPE OF SERVICES

A. GENERAL (Must Have)

1. Web-based Remote Access Interactive Budget Management Software.
2. Web-based solution that automatically builds a budget book from the budget development process.
3. Intuitive, User Friendly.
4. GFOA award qualifying book production.
5. Provides analysis, dashboarding, drill down, and monitoring capabilities.
6. Interfaces with Pelorus: ability for frequent downloads and uploads (daily if needed during the budget season).
7. Handles multiple formats uploads.
8. Tracks changes and comments with date stamps and creates reports reflecting those changes.
9. Modules to be included:
 - Operating Budget
 - Transparency
 - Capital Improvement Budgeting
 - Personnel Budgeting
 - GFOA Budget Book
 - Forecasting & Analysis
10. Supports automatic uniform and consistent formatting.
11. Provides department specific dashboards, book pages, analysis.
12. Creates comment-reports and changes-reports by departments by date.
13. Canned and customizable reports feature available in each module.
14. Ability to create a PDF version of the digital budget book in whole or in sections in a professional manner.

B. SPECIFIC (Highly Preferable)

Digital Budget Book

- Collaborative and customize-able.
- Meets GFOA award criteria with built-in guidelines.
- Automatically delivers interactive website-based product.
- Automates the creation of fund summary pages, charts, tables and more.
- Contributors can create new pages quickly with easy-to-use templates.
- Share-able online or print.
- Automatic data updates within the budget book, embedded narratives, smart charts, and options for syncing directly to the operational budget module or uploading through an intuitive budget editor.
- Automated workflows
- Color customizable with Entity's brand colors
- Ability to input and output Excel and Word documents into and out of the program.
- Ability to create fund and department narratives which integrate text, picture, graph, tables, and numbers into a cohesive experience for the reader.

Operational Budgeting

- Builds budgets by department automatically as requests are approved.
- Forecasts for long-term planning or use as a baseline for the budget.
- Automated audit trail: by collaborating with contributors during editing.
- Creates multiple scenarios / forecasts by fund with ability to revise and override.
- Supports frequent imports of data from Pelorus.
- Creates Budget-to-Actual ad-hoc and canned reports.

Personnel Budgeting

- Updates for IRS taxable cap, FICA, benefit plan, etc. changes.
- All types of employee (FTE, part-time, temporary) calculation by department.
- Ability to input or 'hard-code' numbers to override based on organization intel not in the system (e.g., an employee budgeted all fiscal year, but we know they are retiring halfway through year or special awards categories that are applied to all departments that don't fit into 'headcount' computations).
- Every layer of cost, individual benefits automatically calculated.
- Dashboard monitoring of salaries, benefits, frozen positions, and vacancies.
- Scenario creations, overtime, holidays, workers compensation and employee trend analysis per person.
- Streamlines position requests process from department heads and includes them in the plan.
- Able to accommodate multiple effective dates for salaries and benefits, i.e. annual anniversary date, midyear, etc.
- Generation of position headcount and FTE reports (bi-weekly) and ability to input current excel documents into the program.

Capital Budgeting

- Automated workflows that collect, organize and present capital requests in an intuitive dashboard.
- Built-in web-based templates to create customized capital request forms and scenario planning tools.
- Allows for collaboration with contributors directly in the budget – with an audit trail that is automatic.
- Allows for producing professional, website-based project pages to share with the public.
- Ability to filter by department, funding source, and request type.
- Creates unlimited multi-year scenario plans to optimize capital utilization.
- Scores and ranks capital requests based on custom criteria to prioritize requests.
- Includes a robust capital improvement portal to communicate projects internally and externally.

Transparency

- Turnkey, website-based solution that is pre-populated with state-available data using dynamic infographics.
- Customize-able to Heber City with charts, department pages, and commentary.

- Allows for adding Entity specific narrative to the financials and personnel sections.

PROPOSAL REQUIREMENTS

Offeror's Responsibility

Offerors shall examine the scope of services, terms and conditions and locations of this RFP and shall exercise their own judgment as to the nature and total amount of all work required for acceptable performance. The Entity cannot accept any plea of ignorance of conditions that exist or that may hereinafter exist, or of conditions or difficulties encountered in the work as a result of failure to make the necessary examination and investigation as an excuse for any failure or omission on the part of the Offeror to fulfill in every detail the requirements of this RFP, or is acceptable as a basis for any claims whatsoever for extra compensation.

Each bidder shall provide the following as part of their proposal:

1. Completed and signed Cost Proposal (Attachment B)
2. A description of the Service Provider, including personnel and the professional qualifications of the principals involved in administrating the project.
3. Provide information about the individuals who will be involved in the implementation, training, and on-going support.
4. A description of completed implementations that demonstrate the firm's ability to complete implementations of similar scope, size, and purpose, and in a timely manner within budget.
5. A written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Services.
6. Provide three (3) client references from past projects, including current phone numbers.

Please answer the following general questions in your proposal:

7. How does your product interact with Pelorus report uploads and how frequently can the System update with new data? We need timely updates during the budget season when trying to balance.
8. What other jurisdictions near Heber City (50 min. east of Salt Lake City) are using your software with Pelorus as well?
9. What products of yours are these other "Pelorus" entities using?
10. One thing to measure is what would be the ROI on staff time with this program? Would it duplicate work we are doing because it is so different from our current process that it would take a long time to comprehensively understand?
11. What is the skill level needed to use your software? e.g., budget users may not be as skilled with software as others.
12. Can the data in the System be rolled over to subsequent years, so we don't need to reload all personnel aspects each year?

Competition Intended

It is the Entity's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Entity in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source.

The Entity must receive such notification not later than ten (10) business days prior to the date set for acceptance of proposals.

Contract Price Adjustments

The Entity will not authorize any price increases for 365 calendar days after the effective date of the initial contract. The Entity will permit price escalation only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Entity. However, “across the board” price decreases are subject to implementation at any time and the Contractor shall immediately convey them to the Entity. The Service Provider shall give not less than 30 days advance notice of any price increase to the Entity. Any approved price changes become effective only at the beginning of the calendar month following the end of the full 30-day notification period. Subsequent contract renewals, if applicable, are subject to the same criteria with the previous year contract forming the basis for the percentage annual increase/decrease.

EVALUATION OF PROPOSALS

The criteria listed below will be considered when making an evaluation of the proposals.

% OF SCORING WEIGHT	EVALUATION CRITERIA
20%	<u>Compatibility with Pelorus</u>
20%	<u>References – Experience of the firm in providing similar types of services.</u>
25%	The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
35%	<u>Cost</u> The Entity will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$.

Right to Reject

The Entity reserves the right to reject any and all proposals submitted and to request additional information from all offerors. Any contract awarded will be made to the highest scoring, responsive and responsible offeror meeting the stated RFP requirements.

QUESTIONS AND CLARIFICATIONS

All questions must be submitted through SciQuest / U3P during the Question and Answer period. Answers from the Entity will be posted on SciQuest / U3P. Questions may include notifying the Entity of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on SciQuest / U3P. Offerors should periodically check SciQuest for answered questions and addenda before the closing date. It is the responsibility of the offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

Questions and Answers period will end at 3:00 p.m. MDT on September 11, five days before the proposal submission due date.

**ATTACHMENT A: HEBER CITY CORPORATION STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES**

1. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in the State of Utah and related statutes which permit the Entity to purchase certain specified services, and other approved purchases for the Entity.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah or other appropriate court for any dispute arising out of this Contract or the breach thereof. Venue shall be in Heber City in the Heber City Fourth District Court, Wasatch County.
3. **LAWS AND REGULATIONS:** The person or entity contracting with the Entity under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least five years after the Contract terminates, or until all engagements initiated within the five years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and Entity staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Furthermore, the AICPA and the Office of the Utah State Auditor require all engagement documentation to be retained for at least five years after the report release date.
5. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones, deadlines or timeline identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
6. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the Entity and anyone for whom the Entity may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
7. **PAYMENT:**
 - 7.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate Entity official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 7.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail, electronic funds transfer, or the Entity's purchasing card (major credit card).
 - 7.3 The acceptance by the Contractor of final payment without a written protest filed with the Entity within 10 working days of receipt of final payment shall release the Entity from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
8. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

- 9. CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
- 10. DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for Entity, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the Entity. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the Entity. Contractor further agrees to provide all assistance reasonably requested by Entity in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
- 11. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation to Bids or to Multiple Stage Bids.
- 11.1 Status Verification System**
- (1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the Entity in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- (3) The Entity will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.
- 11.2 Indemnity Clause for Status Verification System**
- Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the Entity and its officers, employees, agents, representatives and anyone that the Entity may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (1) Contractor; (2) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- 12. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Entity, unless disclosure has been made in accordance with Section 67-16-8, Utah Code, as amended. Contractor also represents that it has no conflict of interest in performing the services for the Entity under this Contract, unless such conflict of interest has been disclosed to the Entity and approval to proceed, notwithstanding the conflict, has been obtained from the Entity in writing.

- 13. CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the Entity to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the Entity, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the Entity. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the Entity for these Contract services. Persons employed by the Entity and acting under the direction of the Entity shall not be deemed to be employees or agents of the Contractor.
- 14. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the Entity, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (1) the Contractor, (2) the Contractor's officers, agents, volunteers, or employees, (3) the Contractor's subcontractors or subconsultants at any tier, or (4) anyone for whom Contractor may be liable but not for claims arising from the Entity's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
- 15. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the State of Utah and of the Entity regarding any of the above mentioned prohibitions in this paragraph.
- 16. PERFORMANCE EVALUATION:** The Entity or the Office of the Utah State Auditor may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 17. WAIVERS:** No waiver by the Entity or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 18. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 19. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 20. SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the Entity. The Contractor must notify the Entity within 30 days if suspended or debarred by any governmental entity during the Contract period.
- 21. TERMINATION:**
- 21.1 This Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. In the event of a violation, the party in violation will be given 10 working days after notification to correct and cease the violations, after

which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

21.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Entity is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the Entity and shall be promptly delivered to the Entity.

22. INSURANCE:

22.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. If the solicitation document has qualification requirements for the financial stability of the insurance company, these requirements must be met.

22.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) General Liability Insurance. Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to the Entity and must add the Entity as an additional insured with notice of cancellation.
- (3) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (4) Any other insurance described in the solicitation for this Contract, if applicable.

22.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

22.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

23. STANDARD OF CARE: The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the Entity for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the Entity), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

24. REVIEWS, LIMITATIONS: The right of the Entity or the Office of the Utah State Auditor to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the Entity or Office of the Utah State Auditor, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the Entity or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the Entity of any right under

this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the Entity in accordance with applicable law for all damages to the Entity caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

25. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

25.1 Upon 30 days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the Entity, if the Entity reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.

25.2 Upon 30 days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the Entity proportionately reduced, at the sole discretion of the Entity, if the Entity reasonably determines that a change in available funds affects the Entity's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal, State, or local funding, whether as a result of a legislative act or by order of the President, the Governor, or the Entity's Chief Executive.

25.3 If a notice is delivered under paragraph 1 or 2 of this Section 25 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the Entity will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

25.4 Notwithstanding any other paragraph or provision of this Section 25 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the Entity in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the Entity shall not be liable for any such orders or commitments made after the receipt of said notice.

26. SALES TAX EXEMPTION: The Entity's sales and use tax exemption number is 12425022-002-STC. The tangible personal property or services being purchased are being paid from Entity funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Contract.

27. PUBLIC INFORMATION: Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the Entity express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the Entity, Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

28. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Entity, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

29. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Entity.

30. DEFAULT AND REMEDIES:

30.1 Any of the following events will constitute cause for the Entity to declare Contractor in default of this Contract:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Contract.

30.2 Should Contractor be in default under any of the provisions under Subsection 30.1 above, the Entity will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Entity may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.

31. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Entity may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

32. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the Entity, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (Utah Code Section 63G-6a-2404).

33. CONFLICT OF TERMS: In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: Heber City Corporation Standard Terms and Conditions for Professional Services; (2) Entity Contract Signature Page(s); (3) Terms and Conditions of the Contractor, if any.

34. ENTIRE CONTRACT: This Contract including all attachments and documents incorporated hereunder, and the related Entity solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the Entity. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

35. DISPUTE RESOLUTION: In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the Entity appoints such an expert or panel, Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

(Revision date: 05-07-2020)

ATTACHMENT B – COST PROPOSAL
FINANCIAL BUDGET PLANNING SYSTEM/SOFTWARE

For the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Services as stated in the Request for Proposal documents shall be a lump sum, as follows:

Description	Cost
1. Operating Budget	
2. Transparency Software	
3. Capital Improvement Budgeting Software	
4. Personnel Budgeting Software	
5. Budget Book Software	
6. Forecasting & Analysis	
7. Implementation, Training and System Support	
Total Amount of Proposal	

Attach technical specifications for all proposed materials as outlined in the Offeror's Responsibilities section of the RFP.

Firm Name_____

Authorized Signature_____ Date_____



Questica, a Euna Solutions brand, response for:

Heber City, Utah
Request for Proposal
Financial Budget Planning System/Software

Due Date: September 18, 2023



COVER LETTER

September 18, 2023

Sara Nagel, Finance Director
Heber City Corporation
75 North Main
Heber City, UT 84032

RE: Heber City, Utah Request for Proposal Financial Budget Planning System/Software

Dear Sara,

Questica Ltd. is pleased to respond to the **Heber City, Utah Request for Proposal Financial Budget Planning System/Software** as you seek to obtain the services of a vendor/service provider that is qualified and experienced in providing a Budget Planning System (BPS).

At Questica, we've spent the past 25 years providing budgeting software to the public sector – **that's all we do and we do it well!** We are proud of our collective Public Sector ecosystem that brings leading public sector technology solutions together to achieve a new standard in stakeholder engagement, resource management, and transparency.

With Questica, the City of Heber will have a highly qualified partner with unmatched success in public sector budgeting. We have the capability, capacity, and technology to successfully deliver a solution that meets your requirements and integrates with Pelorus.

Specifically, the Entity will get a Financial Budget Planning System/Software that is:

- **More configurable, less customizations:** Questica's 25 years in public sector budgeting means we've seen best practices across hundreds of public sector organizations. Rather than customize the platform for each approach, Questica builds in incremental best practices as configurable options, thus leading to quicker, less costly, and more stable implementations for long-term ROI for our clients.
- **You are in control:** Questica Budget is designed for client-side administration, with security, reports, and workflow configurable by the admin user. We use a single tenant architecture, so Heber City has a unique and segregated instance of our software and may choose when to apply software updates, based on the Entity's convenience and schedule.
- **Connected to Pelorus:** Questica understands that connections and insights to data are paramount as integrating data from key systems into a single coherent and reliable data store is a necessity when analyzing and extracting information. This is why all Questica implementations include integrations that may be run on a scheduled basis (e.g., nightly) or can be performed on-demand with a click of a button.
- **Right sized for you:** We have the resources needed to support large-scale, complex implementations while we remain flexible to accommodate your unique requirements. We manage all aspects of customer interaction, from kick-off to post-implementation customer support, exclusively with Questica employees located in North America.

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget and OpenBook Transparency solution which includes our Budget Book Studio, all coupled with our professional services for implementation, integration, configuration, training, and post-implementation customer support. We will help simplify your budgeting process so you can spend less time on admin and chasing down errors, and more time on strategic decision-making.

For clarity, our Budget Book Studio solution is in a class of its own and offers distinct capabilities that other solutions in the market do not satisfy. Our tool, for instance, enables a repeatable process that is fully integrated and ADA compliant and will re-create your budget book every year. Customers essentially have an 'Easy Button' that eliminates the need for manual and redundant changes to numbers, re-formatting, re-pagination, and so much more. With Questica's Budget Book Studio you can expect increased efficiencies, higher ROI, and exponentially greater cost savings over time.

We have carefully reviewed the Entity's RFP and subsequently released Q&As and as such, have a strong understanding of the Entity's existing environment, solution requirements, and provider expectations. Questica is the right partner for Heber City, and we welcome an opportunity to serve your team, alongside our hundreds of highly satisfied public sector customers, including Utah County and many other local government entities all across North America.

We have unmatched success in public sector budgeting and will leverage this experience to help the Entity achieve its stated goals and more. We uphold our **'get it done right the first time'** commitment and our customers will attest to this.

We thank you for your consideration and look forward to engaging with you in the next steps of your decision-making process. To help you further evaluate Questica, please contact the undersigned representative.

Sincerely,



Trish Kendall
Sr. Account Executive
416.568.9520
trishkendall@eunasolutions.com

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QUESTICA CAPACITY TO MEET THE SCOPE OF SERVICES

The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.

A. General (Must Have)

1. Web-based Remote Access Interactive Budget Management Software.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica is a 100% web-based application that can be accessed remotely by authorized and authenticated users anywhere and anytime through Windows-based PCs, Macintosh computers, Chromebooks, iPads and tablets through major browsers, including:

- Google Chrome
- Mozilla Firefox
- Microsoft Edge

2. Web-based solution that automatically builds a budget book from the budget development process.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget Book Studio

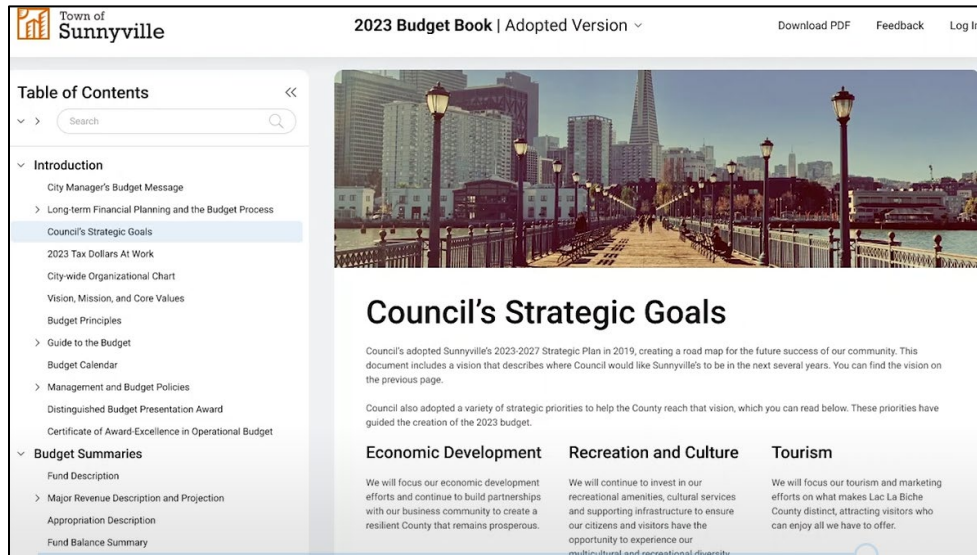
With Questica's new Budget Book Studio (BBS) component, organizations can have a GFOA and ADA-compliant solution with best-in-class accessibility support, a budget book that contains authentic reports as opposed to screenshots of reports, the ability to copy from Excel, content that is fully 'searchable,' and powerful collaboration tools.

BBS is a user-friendly and comprehensive document management and financial reporting tool that enables organizations to create, collaborate, edit, approve, and publish a digital annual budget document, which can also be printed to PDF, without the headaches of managing multiple spreadsheets, version control issues, manual updates, and duplicating content.

Key features include:

- Templated design out-of-the-box provides a project jumpstart for mid-market organizations
- Industry-leading Accessibility support
- Data synchronized from Questica Budget - push button updates
- Workflow and Approvals to coordinate large teams
- Collaboration (Annotations with in-app chat and notifications)
- Variables provide centrally managed placeholders for key data
- GFOA checklist to track award compliance and prepare submission
- Versioning - publish internal versions for review, multiple public versions for annual release, followed by mid-year update
- Responsive design for phones and tablets
- PDF export allows users to meet printing requirements

BBS is directly integrated with Questica Budget, allowing for seamless refreshing of budget information on-demand. Paired with Questica's OpenBook Interactive Online Transparency solution, organizations can provide its community, presumably comprised heavily of individuals without a financial background, with an easy to consume and complete understanding of your budget.



Questica Budget Book Studio sample screenshot

3. Intuitive, User Friendly.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget is an integrated and collaborative budgeting software that provides an easy-to-use, web-based interface that automates budget entry and development, forecasting and analysis, workflow and approvals, and amendment tracking, with fully integrated performance measures, dashboards, and reporting. Our User Experience (UX) and User Interface (UI) have been developed in collaboration with our user base, who are all in the public sector, providing the easiest and most intuitive experience for both finance professionals and casual users. UX/UI features that aid user collaboration include Budget Calendar, My Tasks, Notifications, and Discussions where users can use the @ symbol to mention other users and they will automatically be sent a notification.

The system's user-friendly interface - configurable grids and search controls that make up much of the application - is designed as a robust "information surface" that empowers users to answer questions and generate information quickly, resulting in high user adoption. Configurability improves ease of use by fine-tuning field labels, screen layouts, workflow, reports, and security to meet the Entity's needs and processes.

4. GFOA award qualifying book production.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

5. Provides analysis, dashboarding, drill down, and monitoring capabilities.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Our integrations enable authorized users to access financial data and reports at the touch of a button or on a scheduled basis, monitor expenses, track budget performance, and identify any potential issues or variances before or as they happen, enabling proactive decision-making and timely adjustments.

- **Budgeting Analysis:** create 'what-if' scenarios and compare versions based on different sets of assumptions, perform budget to actual variance analysis with up to date data, compare year over year datasets to identify trends, etc.
- **Dashboarding:** customizable dashboards display key financial metrics and give authorized users access to rich and interactive visualizations, providing high visibility into important and relevant information at-a-glance.
- **Drill Down:** budget users can explore specific budget categories (summary data) and can access underlying transactions (detailed data).
- **Monitoring:** Alerts and real-time updates help users track financial trends and stay on budget.

6. Interfaces with Pelorus: ability for frequent downloads and uploads (daily if needed during the budget season).

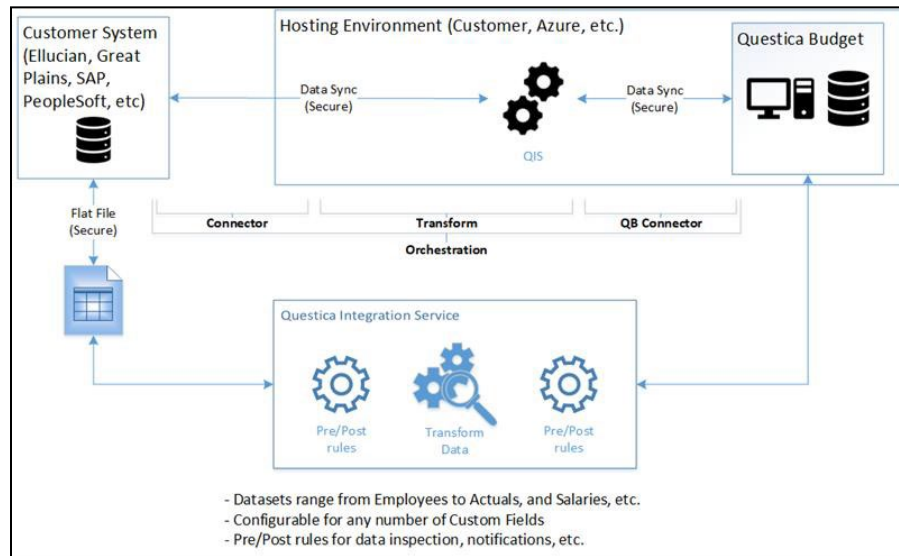
Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Integration System (QIS)

Questica Budget will integrate with the Entity's Pelorus software via our proprietary Questica Integration System (QIS). QIS is a specialized database-independent tool developed to exchange data between Questica Budget and external systems in batch on a scheduled or as-needed basis. QIS will automate the importing of Actuals from Pelorus into Questica Budget.

As an organization with vast experience working with over 45 financial systems, the Questica implementation team leverages leading-edge integration tools. QIS is the most powerful tool for importing/exporting large volumes of data between Questica Budget and external systems and for reconciling data between systems with pre and post processing rules.



Questica Budget dataflow diagram

QIS can use two different integration approaches using an Extract, Transform, and Load (ETL) methodology to import or export any data in Questica Budget:

- First is a loosely coupled approach using flat files (e.g., CSV, XML, or JSON). Customers often choose this approach because it is less intrusive, quicker to implement, inexpensive, and provides more flexibility when an organization changes its systems or data sources.
- Second is a SOAP-based service that communicates through the QIS tool to push and pull data.

The QIS system consists of a series of interchangeable “connectors” and one is added depending on how the data is going to be moved. We have pre-built connectors that utilize SQL Database Queries, Web Services, XML, ODBC, OLEDB, delimited flat files, etc. Data is transformed so that it can be reconciled between systems or cleansed to load only “proper” data.

A few examples include:

- Translating coded values (e.g., source Revenue is coded “R” but target system is “Rev”)
- Deriving calculated values (e.g., Monthly Cost = Total Cost / 12)
- Joining data (e.g., GL Account code = GL Account Number + “-” + GL Account Title)
- Splitting data (e.g., Compensation = Salary + Benefits)

7. Handles multiple formats uploads.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

As noted above, QIS has pre-built connectors that utilize SQL Database Queries, Web Services, XML, ODBC, OLEDB, delimited flat files, etc. Data is transformed so that it can be reconciled between systems or cleansed to load only “proper” data.

Additionally, Questica Budget has a native Import/Export feature allowing users to upload/download to or from Excel.

8. Tracks changes and comments with date stamps and creates reports reflecting those changes.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget Logging/Auditing functionality includes the following features:

- **Data Change Audits** - Questica Budget provides comprehensive data change audits for all activities. These audits capture information such as the user responsible for the activity, the specific data that was changed, the previous and new values of the data, as well as the start and completion timestamps of the activity. This level of detail enables thorough tracking and accountability, ensuring compliance monitoring, segregation of duties, and fraud prevention.
- **Data Activity Audits** - In addition to data change audits, Questica Budget facilitates data activity audits. This includes logging information about various data-related activities, such as the generation of specific reports, user logins, and any errors encountered during these activities. By capturing this information, the solution enables effective monitoring and analysis of data-related events, supporting compliance requirements and facilitating risk mitigation.

9. Modules to be included:

- Operating Budget
- Transparency
- Capital Improvement Budgeting
- Personnel Budgeting
- GFOA Budget Book
- Forecasting & Analysis

Questica response:

To meet the Scope of Services expectations of this RFP for a Financial Budget Planning System/Software, the Questica Budget solution for Heber City includes:

- Operating module
- Personnel module
- Capital module
- Extensive Forecasting & Analysis features
- OpenBook Visualization and Transparency
- Budget Book Studio

10. Supports automatic uniform and consistent formatting.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

11. Provides department specific dashboards, book pages, analysis.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Role-based security in Questica Budget ensures individuals and even whole departments can be assigned specific attributes and permissions to accommodate specific views, functions and tasks germane to their area of the organization.

12. Creates comment-reports and changes-reports by departments by date.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

These are two common reports that can be generated with the Questica Budget Report Center.

Questica Budget Report Center

Questica Budget is an effective budget development and management solution that also provides a robust reporting tool, giving the Entity's authorized budget team and budget users the flexibility to run standard, ad-hoc and configured reports at the touch of a button. Data access and reports are subject to the user's security roles.

System Reporting and Data Querying

Questica Budget includes pre-built data views and queries, advanced "smart reports" that combine rows and columns of numbers with graphics (e.g., pie chart), and print-ready traditional row and column reports – all of which include data security to ensure budget users only see what they're allowed to see.

Ad hoc reports

Views (or queries) are grids of data that are intended to be viewed online and used to analyze information when a formal report is not needed. Data may be easily "sliced and diced", sorted, grouped, and filtered, and view layouts may be saved and shared.

Questica includes several Views out-of-the-box. Views can be consumed by Questica's OpenBook transparency solution and by popular third-party tools such as Tableau or Power BI.

Smart Reports

Our onscreen reporting is quick to set up and easy to view. Questica Budget's Smart Reports ensure budget users get the best of onscreen reporting using tables and data visualization chart options. They are similar to Views in that there's a tabular grid of data that can be defined, but they also enable the ability to add a preferred chart type to visualize the data. Smart Reports can display a chart and table, chart only, or just a table. When displaying both, budget users can choose to display more of the table or more of the chart.

Standard Reports

Questica Budget contains a report center that includes 80+ pre-built reports ready-to-use, each with a variety of input selections. These standard out-of-the-box reports leverage Microsoft's SQL Server Reporting Services (SSRS). Reports can be copied and modified by the Entity's budget team without requiring programming or coding skills, and new reports may be shared with the team.

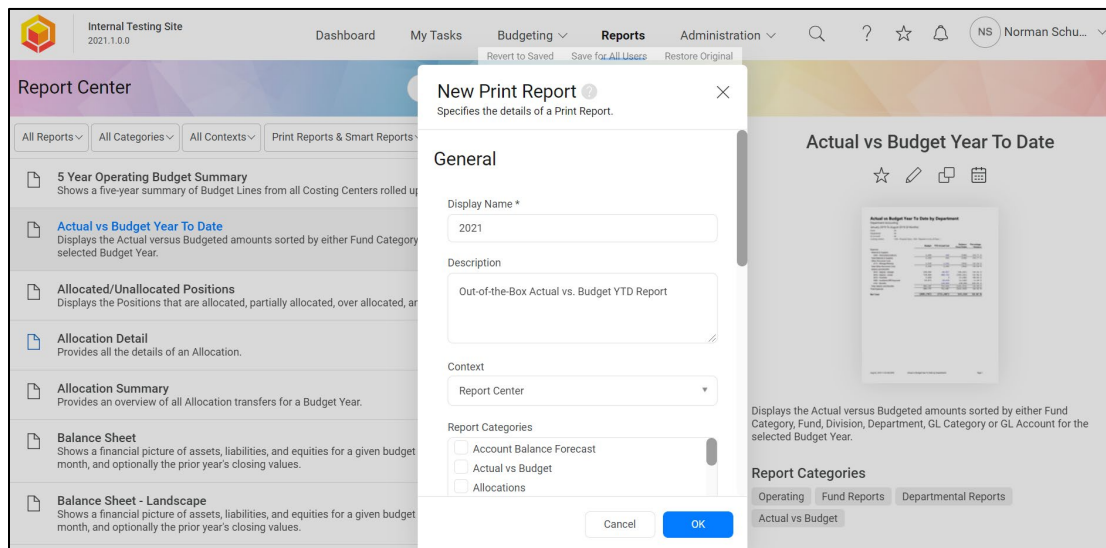
System reports are currently grouped into the following categories:

1. Actual vs. Budget	7. Baseline Reports	13. Snapshot Reports
2. Custom Reports	8. Departmental Reports	14. Performance
3. Graphs	9. Capital	15. Dashboards

4.	Operating	10.	Change Requests	16.	Financial Statements
5.	Salaries	11.	Allocations	17.	Staff Planning
6.	Fund Reports	12.	Stage Reports	18.	Self-Serve Reports

In addition to being accessible online (within the system) by authorized budget users, traditional row and column reports may be scheduled for email distribution to selected recipients, including individuals who are not Questica users. All out-of-the-box reports are exportable to PDF, Excel, Word, XML, CSV, MHTML (web archive) and TIFF file formats.

Questica Budget also enables authorized users to create reports and dashboards using system configuration tools. New reports and dashboards may be kept private, or for added efficiencies can be shared between user groups or made available to all budget users.



Sample Out-of-the-Box Actual vs. Budget YTD Report Builder

13. Canned and customizable reports feature available in each module.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget Report Center reporting and analytics capabilities are delivered as part of its core software feature set and will provide necessary automated reporting capabilities and functionality for the Entity's end-users.

As noted above, the system includes pre-built ad-hoc data views (i.e., queries), advanced "smart reports" that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports (spanning all modules), each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays – all of which include data security to ensure users only see what they're allowed to see.

14. Ability to create a PDF version of the digital budget book in whole or in sections in a professional manner.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget Book Studio produces a digital (online) budget book, and supports exporting the book to a PDF (printed) format to meet printing requirements.

B. Specific (Highly Preferable)

Digital Budget Book

Questica Budget Book Studio

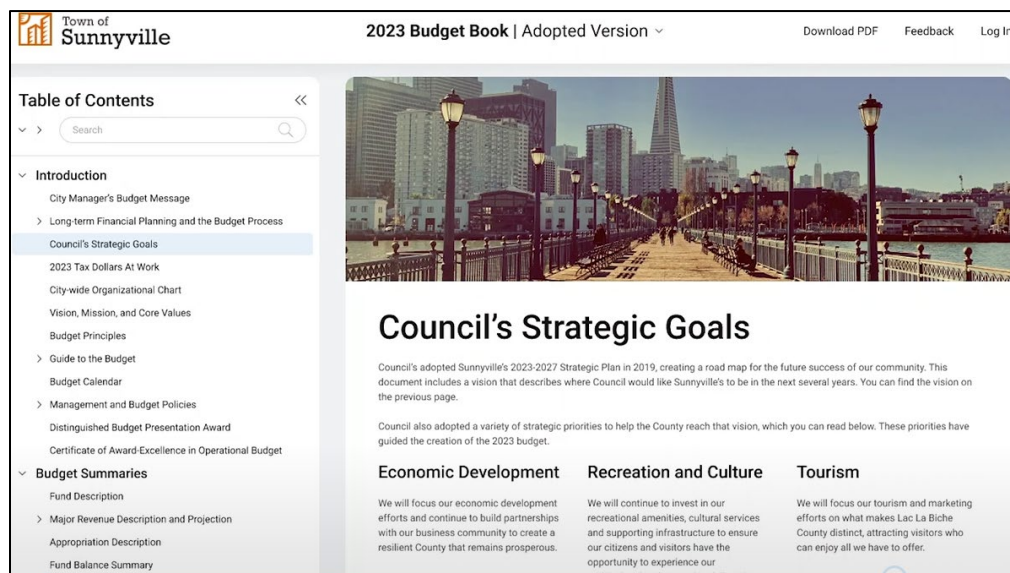
With Questica's new Budget Book Studio (BBS) component, organizations can have a GFOA and ADA-compliant solution with best-in-class accessibility support, a budget book that contains authentic reports as opposed to screenshots of reports, the ability to copy from Excel, content that is fully 'searchable,' and powerful collaboration tools.

BBS is a user-friendly and comprehensive document management and financial reporting tool that enables organizations to create, collaborate, edit, approve, and publish a digital annual budget document, also printable to PDF, without the headaches of managing multiple spreadsheets, version control issues, manual updates, and duplicating content.

Key features include:

- Templated design out-of-the-box provides a project jumpstart for mid-market organizations
- Industry-leading Accessibility support
- Data synchronized from Questica Budget - push button updates
- Workflow and Approvals to coordinate large teams
- Collaboration (Annotations with in-app chat and notifications)
- Variables provide centrally managed placeholders for key data
- GFOA checklist to track award compliance and prepare submission
- Versioning - publish internal versions for review, multiple public versions for annual release, followed by mid-year update
- Responsive design for phones and tablets
- PDF export allows users to meet printing requirements

BBS is directly integrated with Questica Budget, allowing for seamless refreshing of budget information on-demand. Paired with Questica's OpenBook Interactive Online Transparency solution, organizations can provide its community, presumably comprised heavily of individuals without a financial background, with an easy to consume and complete understanding of your budget.



Questica Budget Book Studio sample screenshot

Collaborative and customize-able.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

As noted above, BBS allows for collaboration, including annotations with in-app chat and notifications, in addition to configurable and customize-able features that allow users to create, collaborate, edit, approve, and publish a digital annual budget document, without the headaches of managing multiple spreadsheets, version control issues, manual updates, and duplicating content.

Meets GFOA award criteria with built-in guidelines.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

As noted above, BBS has a GFOA checklist features to track award compliance as users prepare the submission.

Automatically delivers interactive website-based product.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

At the touch of a button, the Entity's budget book can be published to the web.

Automates the creation of fund summary pages, charts, tables and more.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

Questica Budget Book Studio automates the creation of fund summary pages, charts, tables, and more through a combination of data integration, templates, and design tools. Features include:

- **Data Integration** – BBS leverages Questica Integration System to integrate with various data sources where your financial and budget-related data is stored, including Pelorus. This integration ensures that the software has access to the latest financial information.
- **Data Mapping** – Users can map the data from Questica Budget to the appropriate sections within the template. This mapping establishes the connection between the data and the placeholders within the template where the data will be inserted. This step ensures that the software knows which data to pull and where to place it within the document.
- **Automated Data Insertion** – Once the data mapping is set up, BBS automatically pulls the relevant data from Questica Budget and populates the placeholders within the template. This includes numerical values, labels, descriptions, and other data points required for the budget document.
- **Automation Rules** – BBS offers users built-in and configurable automation rules that allow for dynamic updates. For instance, if the data source changes or is updated, the software can be set to bypass manual intervention and automatically refresh the document to reflect the latest data.

Contributors can create new pages quickly with easy-to-use templates.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

Questica Budget Book Studio provides pre-designed templates for different types of financial documents, including fund summaries, budgets, reports, and more. These templates are designed to be visually appealing and to present financial data in a clear and organized manner.

Share-able online or print.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

As noted above, Questica Budget Book Studio produces a digital (online) budget book, while the PDF export capability allows users to meet printing requirements.

Automatic data updates within the budget book, embedded narratives, smart charts, and options for syncing directly to the operational budget module or uploading through an intuitive budget editor.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

Questica Budget Book Studio is directly integrated with Questica Budget, allowing for seamless refreshing of budget information on-demand, and automates visual narratives in the following ways:

- **Charts and Graphs Generation** – BBS has built-in chart and graph generation capabilities that enable users to automatically generate different types of charts, such as bar graphs, pie charts, line charts, and more.
- **Table Generation** – BBS can easily generate tables by organizing the data into rows and columns. These tables can display detailed breakdowns of expenses, revenues, allocations, and other financial information.
- **Formatting and Design** – BBS also allows users to customize the formatting, design, and layout of their budget book. Users can adjust fonts, colors, headings, and other visual elements to match the Entity's branding and preferences.

Automated workflows

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

As noted above, comprehensive Workflow and Approvals functionality, replete with extensive notifications features, ensure large teams can be easily coordinated to participate in the budget book build process.

Color customizable with Entity's brand colors

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

BBS allows users to customize the formatting, design, and layout of their budget book. Users can adjust fonts, colors, headings, and other visual elements to match the Entity's branding and preferences.

Ability to input and output Excel and Word documents into and out of the program.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

Ability to create fund and department narratives which integrate text, picture, graph, tables, and numbers into a cohesive experience for the reader.

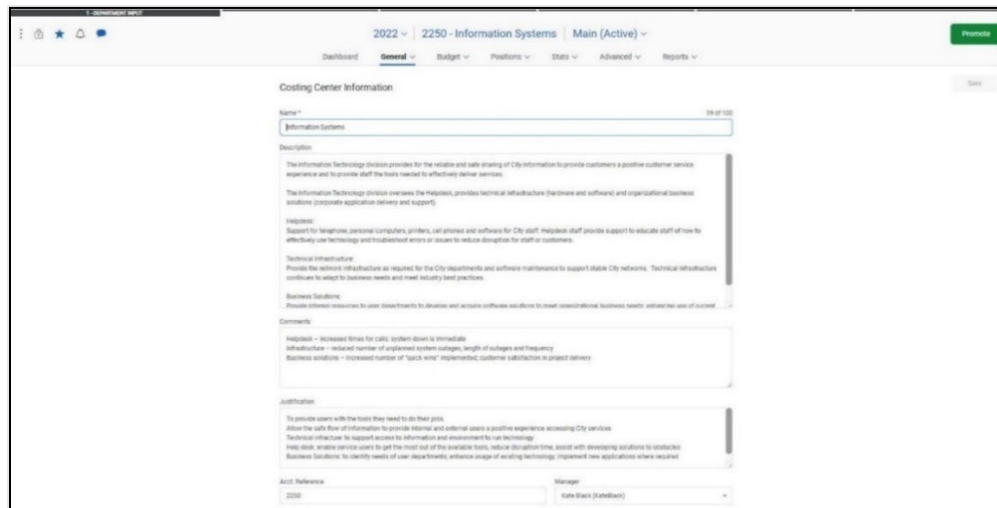
Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Book Studio.

Operational Budgeting Operating module

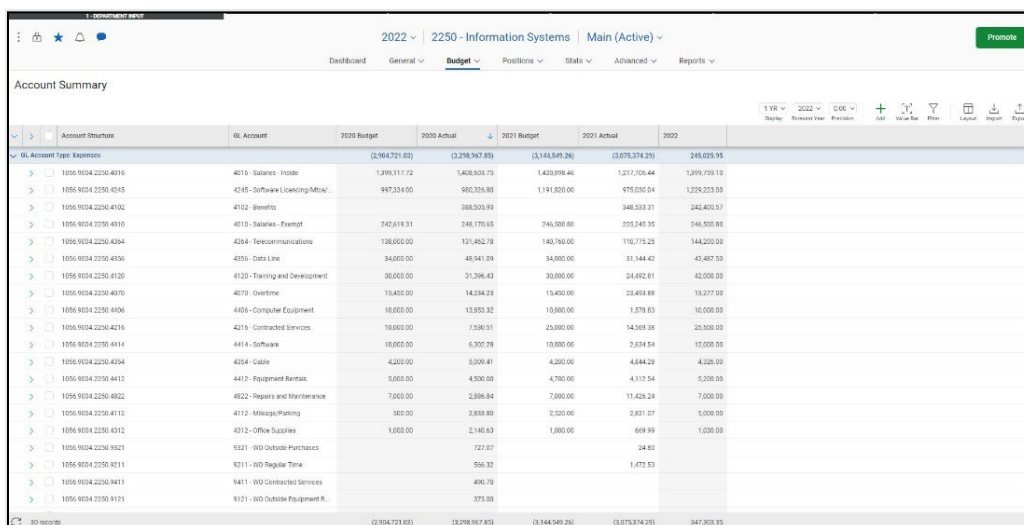
Questica Budget is designed for non-finance department and non-technical users at the Entity to prepare and maintain their budgets directly in the system. Budgets can be categorized on an Organizational basis where cost centers roll-up into their respective departments and can also be categorized on a Fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost Center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items.



Sample Costing Center Information

Budgets can be managed on a monthly, quarterly, or annual basis. Grids are configurable and may consist of historical years, current year, and future forecast years.



Account Structure	GL Account	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022
GL Account Type Expenses		(2,764,721.82)	(3,276,767.85)	(3,144,549.26)	(3,075,374.25)	245,025.95
1000 Salaries - Inside	4010	1,299,117.72	1,408,839.75	1,420,098.46	1,217,704.44	1,099,759.19
1000 Software Licensing/Misc.	4105	947,234.00	905,326.80	1,191,820.00	975,030.04	1,225,223.00
1000 Benefits	4102		389,505.93		348,533.31	242,400.57
1000 Salaries - Freight	4010	242,619.31	248,170.65	246,080.80	235,243.35	246,500.80
1000 Telecommunications	4204	136,000.00	121,492.79	140,760.00	116,775.25	144,200.00
1000 Data Line	4059	34,000.00	48,941.09	34,000.00	31,144.42	47,487.50
1000 Training and Development	4120	30,000.00	21,396.43	30,000.00	24,692.61	42,000.00
1000 Overtime	4070	15,400.00	14,234.24	15,400.00	23,488.88	13,277.00
1000 Computer Equipment	4108	10,000.00	13,853.32	10,000.00	1,578.83	10,000.00
1000 Contracted Services	4216	10,000.00	7,530.31	25,000.00	14,369.39	25,500.00
1000 Software	4114	10,000.00	6,300.78	10,000.00	2,634.54	12,000.00
1000 Cable	4204	4,200.00	5,039.41	4,200.00	4,884.28	4,326.00
1000 Equipment Rentals	4413	5,000.00	4,538.08	4,780.00	4,113.54	5,200.00
1000 Repairs and Maintenance	4022	7,000.00	2,896.84	7,800.00	11,426.24	7,000.00
1000 Mileage/Parking	4112	500.00	2,833.88	2,020.00	2,807.57	5,000.00
1000 Office Supplies	4112	1,000.00	2,140.83	1,800.00	869.99	1,000.00
1000 W/O Outside Purchases	9321		727.67			24.60
1000 W/O Regular Time	9211		556.32		1,472.53	
1000 W/O Contracted Services	9411		490.79			
1000 W/O Outside Equipment R.	9121		375.00			
		(2,934,723.60)	(3,276,767.85)	(3,144,549.26)	(3,075,374.25)	247,309.39

Sample Annual Budget Summary

Builds budgets by department automatically as requests are approved.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Operating module.

Budget requests get processed through the configurable workflow system integrated within Questica Budget.

Forecasts for long-term planning or use as a baseline for the budget.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Forecasting can be performed within Questica Budget via the Operating, Personnel and Capital modules. Processes may include projecting year-end values (often based on Budget to Actual analysis), planning for future years, and creating multiple scenarios (each based off a different set of assumptions).

Methods such as using variables provide the user with a flexible way of defining shared values (e.g., inflation rates), whereas our Advanced Calculation Engine allows for complex Excel-like modeling and applying automatic calculations, allocations, and prorates.

Automated audit trail: by collaborating with contributors during editing.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget Logging/Auditing Features

As described earlier, Questica Budget provides comprehensive data change and data activity audits. The data change audits capture information such as the user responsible for the activity, the specific data that was changed, the previous and new values of the data, and the start and completion timestamps of the activity, enabling thorough tracking and accountability, ensuring compliance monitoring, segregation of duties, and fraud prevention.

In addition to data change audits, Questica Budget facilitates data activity audits which include logging information about various data-related activities, such as the generation of specific reports, user logins, and any errors encountered during these activities. By capturing this information, the solution enables effective monitoring and analysis of data-related events, supporting compliance requirements and facilitating risk mitigation.

Questica Budget allows only customer administrators with proper permissions to view the data. This feature ensures that authorized personnel can access and review the data as needed for compliance monitoring, risk assessment, or any other legitimate business purposes.

To maintain a complete and unalterable record, Questica Budget ensures that data is never deleted. By preserving all data, including audit logs, reports, and activity records, the solution supports compliance monitoring, segregation of duties, and fraud prevention. This approach ensures that a reliable and comprehensive dataset is available for analysis, audit, and historical reference.

Creates multiple scenarios / forecasts by fund with ability to revise and override.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget's Scenarios feature enables authorized users to create unlimited budget versions or 'what-if' scenarios, allowing the Entity to perform its multi-year & scenario planning. Any authorized Questica Budget user may copy a budget on any costing center, project, or change request and create unlimited 'What-if' scenarios of that particular budget data.

Scenarios may be based on changing variables such as inflationary rates, labor costs, tax rates, etc. By activating scenarios, users are able to evaluate the impact each set of assumptions might have on the overall budget.

Supports frequent imports of data from Pelorus.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

As noted above, Questica Budget will integrate with the Entity's Pelorus software via QIS, our specialized database-independent tool developed to exchange data between Questica Budget and external systems in batch on a scheduled basis (e.g., nightly) or as-needed basis.

With 25 years of experience, we have built secure connections via file drops and web services, etc., to over 45 different customer applications, ERPs and HR/payroll systems. Questica understands that connections and insights to data are paramount, which is why all of our implementations include integrations. Integrating data from key systems into a single coherent and reliable data store is a necessity when analyzing and extracting information.

We believe an effective integration between Questica Budget and Heber City's Pelorus System offers the Entity many benefits to support its budgeting needs:

- **Up-to-Date Data:** Our integrations ensure that financial data, including transactions, balances, and budget figures, can be quickly updated in Questica Budget through automated (i.e., scheduled nightly) and/or manual data exchange, providing users with up-to-date and accurate information for decision-making and budget management.
- **Immediate Visibility:** Our integrations enable budget managers to access financial data and reports in real-time. Authorized users can monitor expenses, track budget performance, and identify any potential issues or variances before or as they happen, enabling proactive decision-making and timely adjustments.
- **Enhanced Collaboration:** Our integrations facilitate seamless collaboration between the Entity's finance teams and budget managers. Stakeholders can simultaneously access and work with the same data, enabling efficient teamwork, better communication, and improved alignment between financial and budgeting functions.
- **Data Accuracy and Consistency:** By reducing the need for duplicate data entry, manual data transfers, spreadsheet exports or third-party intervention, an automated integration minimizes the risk of errors and data discrepancies, and ensures data consistency.
- **Automated Workflows:** Our integrations enable the automation of various workflows and processes, such as budget approvals, expense tracking, and budget updates. This streamlines operations, reduces manual efforts, and increases overall efficiency and productivity.

Creates Budget-to-Actual ad-hoc and canned reports.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Budget Reports Center.

Personnel Budgeting

Personnel module

Questica Budget Personnel module provides workforce modeling, capturing labor that is both named and generic/position based. The Personnel module is essentially a calculator that supports the ability to accurately model and forecast all costs associated with positions (filled and vacant) and employees (full-time, part-time, temporary) to accommodate the workforce budget. Step or pay increases, cost of living adjustments, new benefits, etc., can all be efficiently budgeted.

Each Position is a record of all the information required to calculate the base wage, as well as overhead costs such as benefits, allowances, and employer taxes; and each are attributed to the appropriate GL Account (object code). Positions which are paid according to a union contract are assigned a pay grade and step, allowing the pay to be determined from the pay scale for that contract. Alternatively, a position's base wage can be entered as a distinct salary value for each position, or as a percentile of the range configured for a selected grade.

A position can be associated with an incumbent employee, primarily for the purpose of calculating employee specific benefits such as the applicable health care option. The position's incumbent employee or their grade can be changed in any given month to model the normal changes as people are hired, promoted, and reassigned. Employees may be allocated to multiple positions to model those who have more than one job. Similarly, the budget for a single position can be split between any number of departments and/or funds. This split can be indicated using percentages, fractions of FTEs, or hours.

Questica Budget uses the term "modifier" to represent any cost that is not the base salary/base wage of a position (e.g., FICA, life insurance, special pays). Modifiers can be a percentage of other costs, typically base wage, or the value can be independent of other costs and even looked up from other tables in the system to allow ease of management from one year to the next. With opt-in settings, recurrence, graduated/tiered values, and the ability to cap payments, Questica's modifiers are an ultra-effective tool for managing payroll calculations.

The system's inherent and flexible position modeling capabilities also enable easy and accurate new hire and vacant position planning. For example, a configurable template (by position group) can support budgeting for new positions whereby the applicable salaries/wages and relevant set of benefits will automatically be calculated based on inheriting the defaults. Similarly, if a filled position will knowingly become vacant at some point, rules can be established to adjust the calculation accordingly (e.g., the existing budgeted pay rate can be held as-is with the typically otherwise scheduled step or pay increase not occurring for this position).

With Questica Budget, the Entity can budget and forecast by position, employee, or by both – applying fringe benefit rates, making salary modifications by employee classifications, and more. Positions can include the assigned employee or may represent an unfilled/vacant position. System reports display filled and unfilled position counts at each hierarchical level.

2023 City Accountant (760): Melina Gentry (13565)

Unpublish

Publish

General

Budget

Stats

Reports

Published 2021-01-21 2:25 PM

Budget

Monthly20220.00Grid ViewForecast ViewPrecisionValue BarFilterLayoutExport

	Description	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
✓	GL Account Type: Expenses / Expenditure	(54,978.09)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)
	Base Wage	49,521.12	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76
	FICA - Social Security (OASDI)	3,070.31	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86
	FICA - Medicare	718.06	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84
	Workers' Compensation	1,411.35	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61
	Life Insurance	77.25	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44
	Dental and Vision	180.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00

Sample Annual Costing - Single Position

Updates for IRS taxable cap, FICA, benefit plan, etc. changes.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Personnel module.

All types of employee (FTE, part-time, temporary) calculation by department.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Personnel module.

Ability to input or 'hard-code' numbers to override based on organization intel not in the system (e.g., an employee budgeted all fiscal year, but we know they are retiring halfway through year or special awards categories that are applied to all departments that don't fit into 'headcount' computations).

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget's flexibility allows authorized users to input exceptions to standard calculations and create 'what-if' scenarios as needed. Modifiers, as described above, are configurable and represent any cost that is not the base salary/base wage of a position (e.g., special award), and can be a percentage of other costs (typically base wage), can contain an independent value, or can be looked up from other tables in the system. Questica's modifiers (some which may affect headcount and others that do not) are a very effective tool for managing payroll calculations.

Positions can reflect a Start Date and End Date to create a scenario that reflects the anticipated retirements or other headcount changes. The comprehensive notes features is another tool to allow authorized users to outline details of exceptions and/or upload supporting documents as needed.

Every layer of cost, individual benefits automatically calculated.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Personnel module.

Dashboard monitoring of salaries, benefits, frozen positions, and vacancies.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Dashboard functionality in Questica Budget offers a quick visual overview for users and offer the following features:

- **Visual Representation:** Dashboards display salary and benefit information in a visually intuitive manner where the Entity's budget team can see charts, graphs, and summary statistics that offer a clear picture of the current state of financial components.
- **Up-to-Date Data:** Questica Budget will integrate with the Entity's Pelorus system to provide near real-time data updates, and can be manually updated as needed to reflect current position/employee information, allowing the budget team to monitor changes as they occur.
- **Salary Budgeting:** Dashboards can show the budgeted salary expenses versus actual expenses. This comparison helps the budget team assess whether they are staying within budget for salaries, making it easy to identify any overruns or savings.
- **Benefits Monitoring:** Similar to salaries, dashboards display budgeted versus actual benefit costs. This enables the budget team to closely track benefit expenses and make adjustments if necessary.
- **Frozen Positions:** Dashboards in Questica Budget can include a section dedicated to frozen positions, showing the number of current frozen positions and the associated cost savings.
- **Vacancy Management:** Dashboards can highlight vacant positions, including the duration they have been vacant and the potential cost savings associated with them.
- **Configurations:** Questica Budget allows users to configure dashboards to focus on specific aspects of salaries, benefits, and workforce management as needed, enabling the budget team to prioritize the metrics that are most relevant to the Entity's budgeting goals.

Scenario creations, overtime, holidays, workers compensation and employee trend analysis per person.

Questica response:

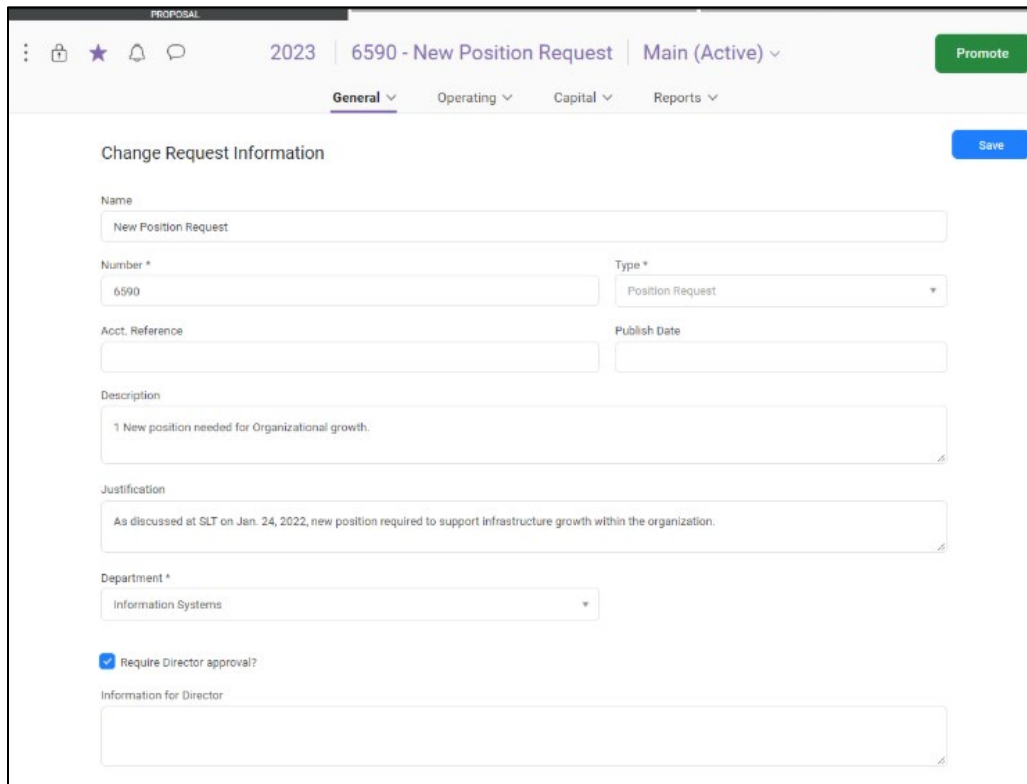
These are all standard out-of-the-box capabilities of Questica Budget via Questica Personnel module.

Streamlines position requests process from department heads and includes them in the plan.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Using Questica Budget's Change Requests feature, also referred to as Budget Adjustments, Budget Modifications, or Decision Packages, the Entity's authorized users can request position additions and other personnel related changes and submit the forms as part of the Entity's defined workflow-based approval process.



PROPOSAL | 2023 | 6590 - New Position Request | Main (Active) | Promote

General | Operating | Capital | Reports

Change Request Information | Save

Name: New Position Request

Number #: 6590 | Type *: Position Request

Acct. Reference: | Publish Date: |

Description: 1 New position needed for Organizational growth.

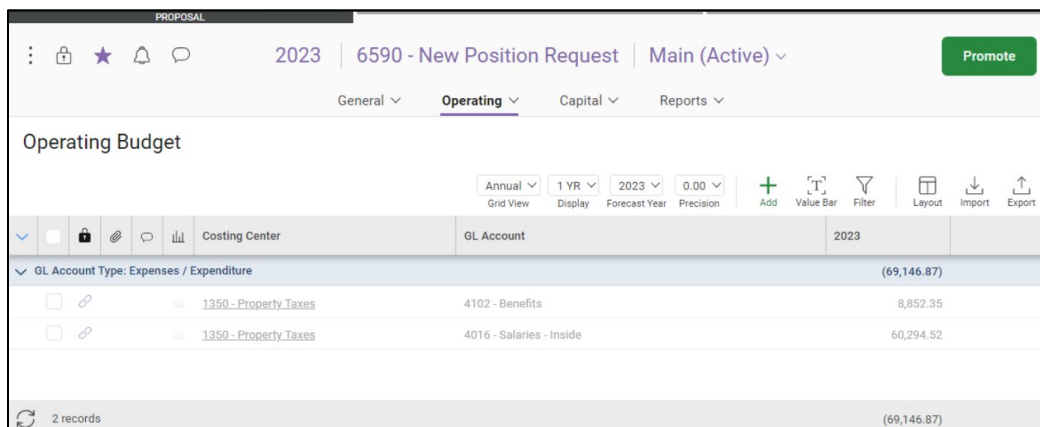
Justification: As discussed at SLT on Jan. 24, 2022, new position required to support infrastructure growth within the organization.

Department *: Information Systems

☒ Require Director approval?

Information for Director: |

Sample New Position Request form



PROPOSAL | 2023 | 6590 - New Position Request | Main (Active) | Promote

General | **Operating** | Capital | Reports

Operating Budget

Annual | 1 YR | 2023 | 0.00 | Add | Value Bar | Filter | Layout | Import | Export

Costing Center	GL Account	2023
GL Account Type: Expenses / Expenditure (69,146.87)		
☐ 1350 - Property Taxes	4102 - Benefits	8,852.35
☐ 1350 - Property Taxes	4016 - Salaries - Inside	60,294.52
2 records		(69,146.87)

Sample New Position Request listing

Able to accommodate multiple effective dates for salaries and benefits, i.e. annual anniversary date, midyear, etc.

Questica response:

This is a standard out-of-the-box capability of Questica Budget via Questica Personnel module.

Our system allows users to budget individual salaries and/or benefits (now or in the future) - each of these may include anticipated amount changes and specified/updated effective dates as applicable.

Generation of position headcount and FTE reports (bi-weekly) and ability to input current excel documents into the program.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Position headcount and FTE reports can be generated via Questica Budget Reports Center.

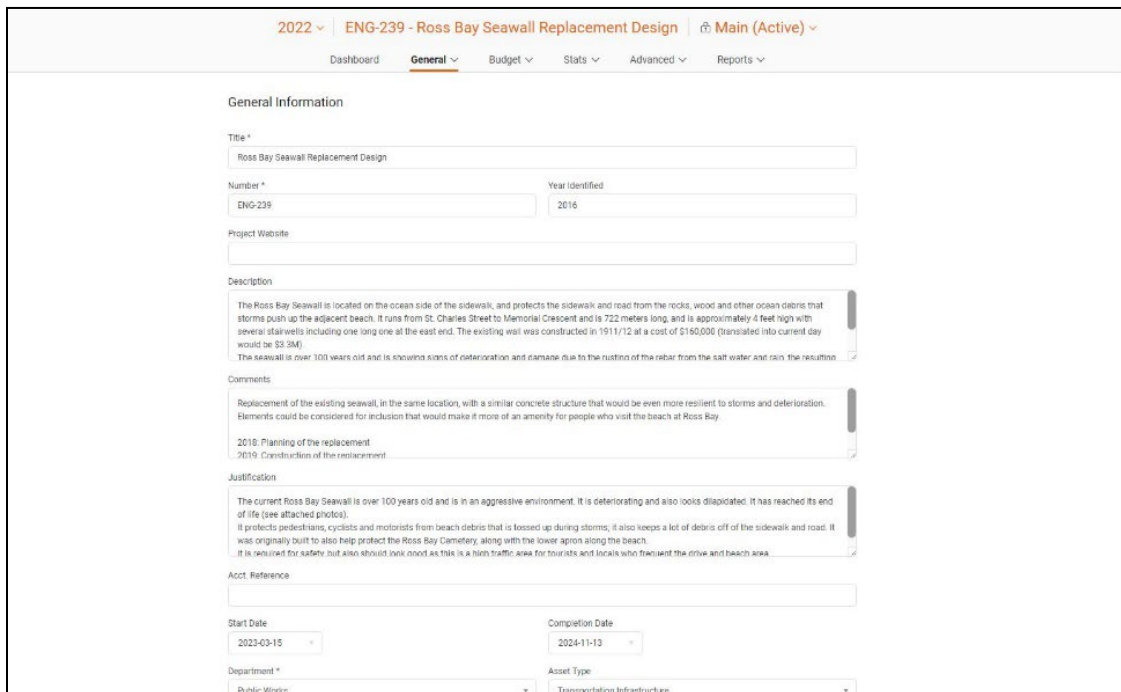
Excel documents can be imported into the system via import/export functionality. Questica Budget has a native Import/Export feature allowing users to upload/download to or from Excel. All application grids allow for the data to be exported, in which case the spreadsheet retains the grid's characteristics (e.g., the GL Account column will be a dropdown list of acceptable GL accounts) and is easily re-importable by permissioned users.

Capital Budgeting

Capital module

Questica Budget's Capital module simplifies and centralizes the process of Capital budget planning and execution. Prior years' data (Actuals and Budgets) can be imported into Questica Budget, and authorized budget users can create single year and/or multi-year Capital projects where they can identify their expenditures, funding sources, and make adjustments as they prepare their budgets.

Users can construct their capital projects on a monthly, quarterly, or annual basis, enter narrations or explanations for their requests and categorize projects based on different criteria such as Capital Assets, Fund(s), or Project Status. Requests get escalated through the configurable workflow system integrated within Questica Budget. Project prioritization and ranking can be administered according to user-defined criteria, and multiple project scenarios can be created.



2022 ▾ | ENG-239 - Ross Bay Seawall Replacement Design | Main (Active) ▾

Dashboard ▾ | General ▾ | Budget ▾ | Stats ▾ | Advanced ▾ | Reports ▾

General Information

Title *
 Ross Bay Seawall Replacement Design

Number *
 ENG-239

Year Identified
 2016

Project Website

Description
 The Ross Bay Seawall is located on the ocean side of the sidewalk, and protects the sidewalk and road from the rocks, wood and other ocean debris that storms push up the adjacent beach. It runs from St. Charles Street to Memorial Crescent and is 722 meters long, and is approximately 4 feet high with several stairwells including one long one at the east end. The existing wall was constructed in 1911/12 at a cost of \$160,000 (translated into current day would be \$3.9M). The seawall is over 100 years old and is showing signs of deterioration and damage due to the rusting of the rebar from the salt water and rain. The rusting...

Comments
 Replacement of the existing seawall, in the same location, with a similar concrete structure that would be even more resilient to storms and deterioration. Elements could be considered for inclusion that would make it more of an amenity for people who visit the beach at Ross Bay.
 2016: Planning of the replacement
 2019: Construction of the replacement

Justification
 The current Ross Bay Seawall is over 100 years old and is in an aggressive environment. It is deteriorating and also looks disapproated. It has reached its end of life (see attached photos). It protects pedestrians, cyclists and motorists from beach debris that is tossed up during storms, it also keeps a lot of debris off of the sidewalk and road. It was originally built to also help protect the Ross Bay Cemetery, along with the lower apron along the beach. It is required for safety but also should look good as this is a town traffic area for tourists and locals who frequent the drive and beach area.

Acct. Reference

Start Date
 2023-03-15

Completion Date
 2024-11-13

Department *
 Public Works

Asset Type
 Transportation Infrastructure

Sample Capital Project - General Information

The Capital module will help the Entity conduct monthly reviews of actual expenditures and capture updated forecast cash flows (for both project capital and operating expenses), as well as variance explanations and other project related updates.

Automated workflows that collect, organize and present capital requests in an intuitive dashboard

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

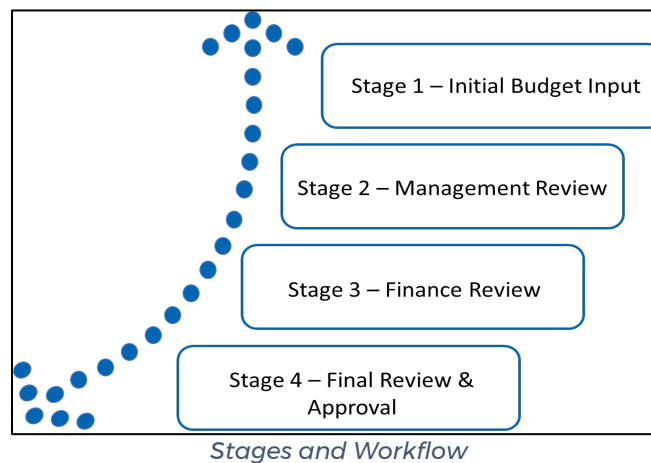
Questica Budget Workflow Features

The budget process in Questica Budget is efficient because once set up, the system automatically notifies users via system notification and/or email when their participation is required. As the budget is promoted through the various stages, user permissions (security settings) are triggered, providing the reassurance that only the appropriate people can modify or view the budget at each stage.

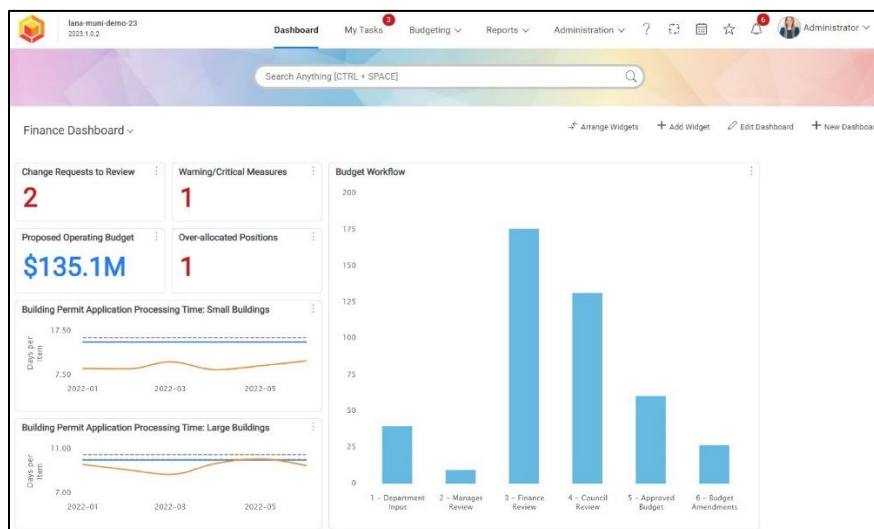
Different workflows may be established for Operating, Personnel and Capital budgets, as well as for different types of Change Requests or Decision Packages, giving authorized budget users the ability to view and approve all budget change requests. For example, a capital request, position change request, and a budget transfer type change request are all likely to have different workflows and approval processes.

Users are responsible for promoting their budgets, including Capital requests, to the next workflow stage via electronic approval. Workflow also works in reverse, where budgets can be demoted by reviewers/approvers, being sent back to the submitter. The system records the budget at each stage, so all changes are logged and visible.

A typical budget might, for example, evolve through several approval stages as follows:



Reports and dashboards show which departments are at which stage. As shown below, Dashboards provide an efficient way to monitor budget development and easily view budgets' workflow status. A budget calendar which integrates with workflow also provides users with an at-a-glance visual of key milestones and timelines.



Screenshot of a Workflow Dashboard

The Questica team will work with the Entity's budget team during implementation to initially set up the workflow attributes for Capital budget requests, Operating budget requests, and the various types of Decision Package requests, all of which may be later modified by the Entity if needed. Built-in configuration tools will support these changes, and do not require coding or IT skills.

Built-in web-based templates to create customized capital request forms and scenario planning tools.

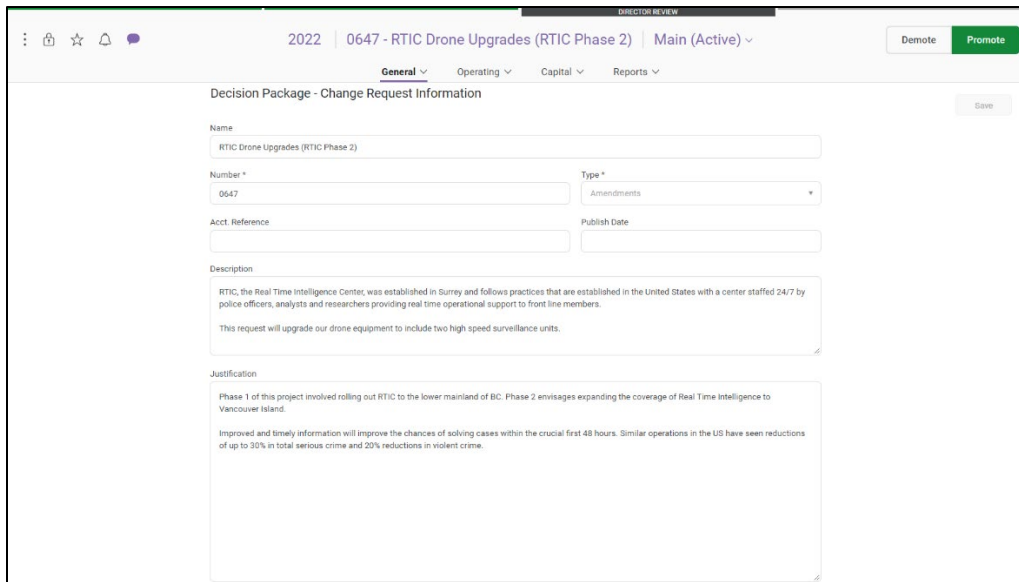
Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget allows budget request entry via budget grids and change request forms, both of which contain a built-in configurable Form Editor that allows budget staff to create customized forms to support the Entity's need for uniform data entry and aggregation of budget requests.

Our forms feature not only supports unlimited fields of varying data types, but also more advanced features like conditional visibility ("Show or hide the Parks sub-form based on whether the user picked the Parks project type") and Validation Rules ("Growth type projects must fill out the Strategic Justification field, otherwise it is not required").

With role-based security measures in place, users' ability to modify and promote forms can be determined by their role, as well as the stage of that particular budget or project.



Sample Decision Package (Change Request) form with notations

Allows for collaboration with contributors directly in the budget - with an audit trail that is automatic.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

We know that budgeting in the public sector often involves multiple departments and various stakeholders. Collaborative features in Questica Budget facilitate communication, approvals, and workflow management amongst multiple contributors to streamline the budgeting process and ensure users have access to consistent data and shared tools that they need.

Questica Budget is **built for collaborative budgeting**, enabling large teams to distribute budgeting across the organization. The system in fact has many features (e.g., budget calendar, my tasks, notifications, discussions) that support efficient collaborative budgeting and enable the Entity's strategic initiatives to be incorporated into the budget.

As indicated and described earlier, Questica Budget provides comprehensive data change and data activity audits, ensuring that all updates and actions made by any contributor are automatically logged and accessible to authorized users via an audit trail report.

Allows for producing professional, website-based project pages to share with the public.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

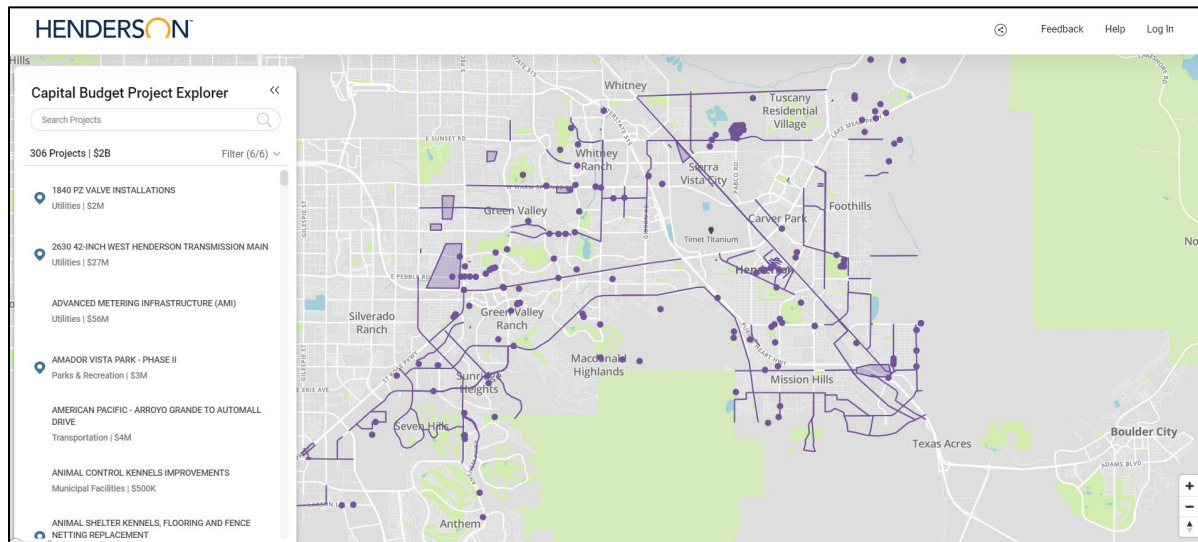
OpenBook Visualization and Transparency

Questica Budget's OpenBook tool fosters open and accessible transparency for public agencies, enabling the Entity's budget, projects, stories, and other information to be shared graphically in a controlled fashion, to internal and external stakeholders.



OpenBook Project Explorer visualizations will help showcase the depth and scope of the Entity's capital projects by displaying on an interactive visual map every infrastructure project, including the budget, actual spend, funding sources, project milestones, and accompanying documentation, images, videos, etc. Questica Budget uses standard GIS mapping and supports proper map geometry with shape files, which is unique to our OpenBook solution and not common with other products available on the market. The application also provides various dashboards, drill-down reports, and data entry forms to support the various data reporting and analysis needs of the Entity's stakeholders.

Information can be visualized with drill-down charts, tables, bars, graphs, and GIS mapping for Capital planning. Descriptive text and informational pop-ups can be included. OpenBook also has a responsive design and creates web presentations that render correctly on all devices, including desktops and laptops, tablets, and smartphones. OpenBook data can be updated in real-time or manually as needed.



Sample CIP Project Explorer

Ability to filter by department, funding source, and request type.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget allows authorized users to filter and report on Capital requests by department, funding source, request type, project category, status, priority, and by any other user-defined dimension or field being tracked at the request level.

Creates unlimited multi-year scenario plans to optimize capital utilization.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Questica Budget's Scenarios feature enables authorized users to create unlimited budget versions or 'what-if' scenarios, allowing the Entity to perform its multi-year & scenario planning at the project, program or department level. Any authorized Questica Budget user may copy a budget on any Capital project, costing center, or decision package/change request and create unlimited 'What-if' scenarios of that particular budget data.

Scores and ranks capital requests based on custom criteria to prioritize requests.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Project ranking and request prioritization can be administered according to user-defined criteria, and may vary by project scenario.

Ranks				
Rank	Weight	Min Value	Max Value	Value
Strat Plan-Supports Customer Service/Meets Public Need	1.0		10.0	3.0
Strat Plan-Supports Existing Assets as Opposed to New Ones	1.0		10.0	4.0
Strat Plan-Supports Strategic Goals	1.0		10.0	3.0
Strat Plan-Takes Advantage of Strategic Alliances/Partnerships	1.0		10.0	7.0
Fin-Improves Productivity	1.0		10.0	9.0
Fin-Increases Revenues/Attracts Non-City Funding	1.0		10.0	
Fin-Results in Cost Savings/Avoidance	1.0		10.0	2.0
Fin-Supports Business Community	1.0		10.0	4.0
Soc-Enhances Quality of Place	1.0		10.0	1.0
Soc-Strengthens Neighbourhoods	1.0		10.0	7.0
Soc-Supports Active Living	1.0		10.0	3.0
Soc-Supports and enhances public or employee safety and morale	1.0		10.0	4.0
Soc-Supports Arts and Cultural Opportunities	1.0		10.0	5.0
Env-Provides Convenient, Integrated and Multi-modal transportation sy...	1.0		10.0	5.0
Env-Provides Green Buildings and Sites, including Heritage Preservation	1.0		10.0	9.0
Env-Supports Infrastructure	1.0		10.0	1.0
Env-Sustains and Enhances the Natural Environment	1.0		10.0	7.0
Risk-Financial Risk Low	1.0		10.0	7.0
Risk-Likelihood of Success	1.0		10.0	4.0
Risk-Success of Organizational Change (Disabled)	1.0		10.0	8.0
Risk-Technology Risk Low	1.0		10.0	1.0

Sample screenshot: capital projects prioritization

Includes a robust capital improvement portal to communicate projects internally and externally.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

As noted above our robust OpenBook Project Explorer visualization enables you to showcase the depth and scope of capital projects by displaying on an interactive visual map every infrastructure project, including the budget, actual spend, funding sources, project milestones, and accompanying documentation, images, videos, etc.

We use standard GIS mapping and support proper map geometry with shape files. This serves as a benefit to our customers, as this is a unique ability to OpenBook and is not common with all other products available on the market.

Transparency

OpenBook Visualization and Transparency

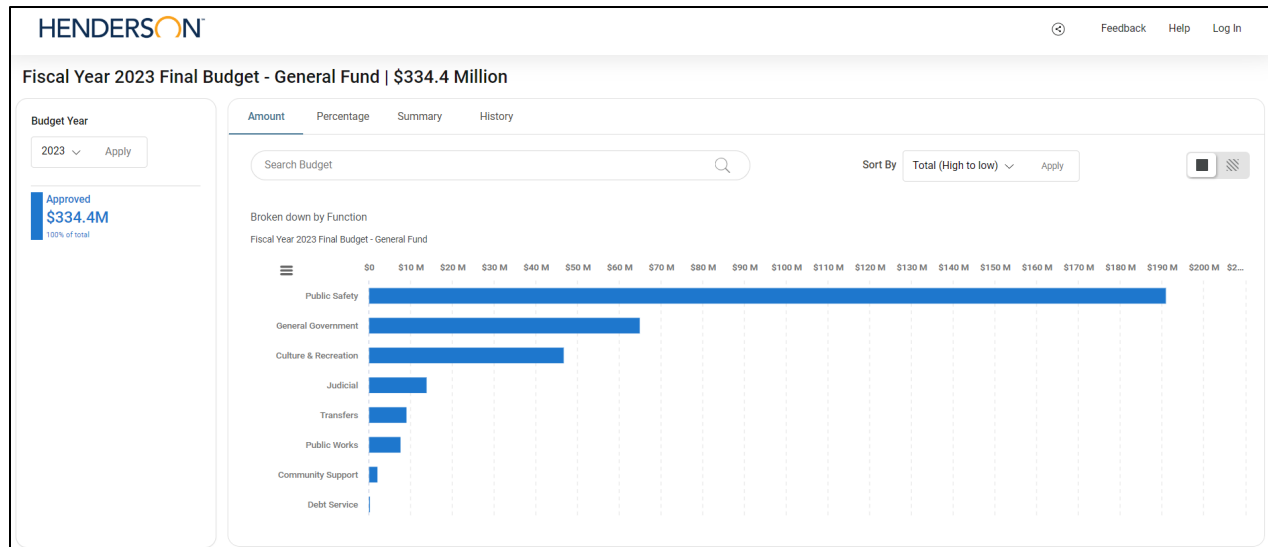
Questica Budget's OpenBook tool fosters open and accessible transparency for public agencies, enabling the Entity's budget, stories, and other information to be shared graphically in a controlled fashion, to internal and external stakeholders.



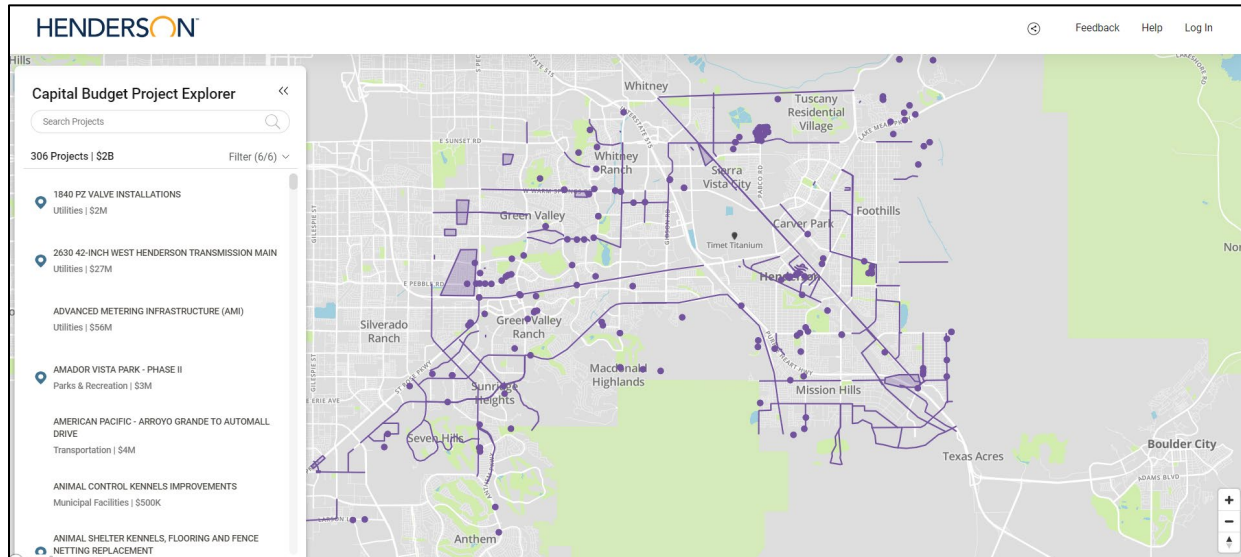
Information can be visualized with drill-down charts, tables, bars, graphs, and GIS mapping for Capital planning. Descriptive text and informational pop-ups can be included. OpenBook also has a responsive design and creates web presentations that render correctly on all devices, including desktops and laptops, tablets, and smartphones. OpenBook data can be updated in real-time or manually as needed.

We are certainly proud to boast our best-in-class accessibility experience with OpenBook, and we know that the work we've put in sets us apart in the marketplace. Inclusion is ever so important, which is why it's imperative that your transparency software meet accessibility standards to ensure *all* citizens have access to information that matters. Our third-party signed VPAT (Voluntary Product Accessibility Template) certifies OpenBook as WCAG 2.0 Level "AA" compliant. As part of this certification process, our software has been tested by people with actual disabilities, a claim that we believe most other vendors can't make in good faith.

OpenBook data visualizations and Spotlights screenshots all show brilliantly on *any* device:



Sample Interactive Operating Budget Screen

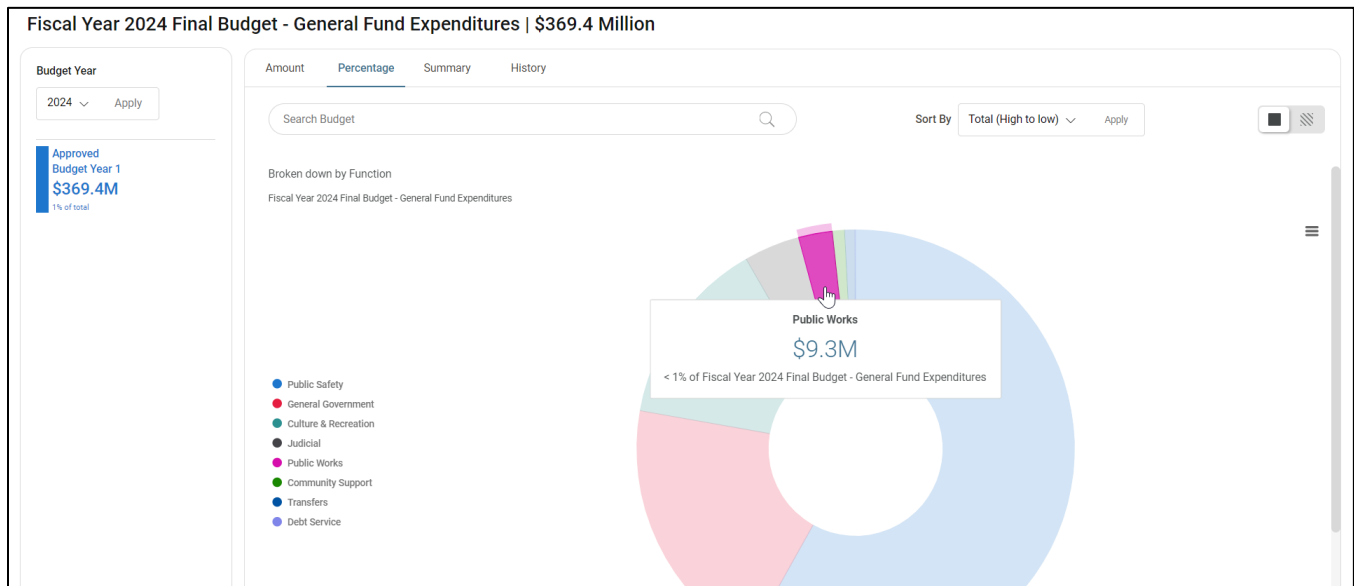


Sample CIP Project Explorer

Turnkey, website-based solution that is pre-populated with state-available data using dynamic infographics.

Questica response:

OpenBook allows for interactive data visualizations with drill-down charts, tables, bars, and graphs in addition to descriptive text, informational pop-ups and dynamic mouse-overs to be experienced by the public.



Customize-able to Heber City with charts, department pages, and commentary.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

Allows for adding Entity specific narrative to the financials and personnel sections.

Questica response:

This is a standard out-of-the-box capability of Questica Budget.

PROPOSAL REQUIREMENTS

Cost Proposal (Attachment B)

1. Completed and signed Cost Proposal (Attachment B)

Questica response:

ATTACHMENT B - COST PROPOSAL FINANCIAL BUDGET PLANNING SYSTEM/SOFTWARE

For the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Services as stated in the Request for Proposal documents shall be a lump sum, as follows:

Description	Cost
Operating Budget Software	\$20,500.00
Transparency Software	Included
Capital Improvement Budgeting Software	Included
Personnel Budgeting Software	Included
Budget Book Software	\$7,500.00
Forecasting & Analysis	Included
Implementation, Training and System Support (one-time cost)	\$14,000.00
Total Amount of Proposal (Year 1)	\$42,000.00

Pricing notes

- Questica annual subscription is based on a 3-year term
- Questica will apply a 3% inflationary increase beginning in year 2

Questica Annual fees:

- Year 1 is \$42,000.00 (SaaS and Professional Services)
- Year 2 is \$28,840.00
- Year 3 is \$29,705.20
- Total 3 Year contract is \$100,545.20.

Above pricing in USD. Applicable Taxes Extra.

Terms of Payment:

Software Subscription (including annual maintenance, support, and hosting services):

- Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years

Professional Services:

- Due 100% upon Contract Effective Date (Net 30)

Attach technical specifications for all proposed materials as outlined in the Offeror's Responsibilities section of the RFP.

Firm Name: Questica Ltd.

Authorized Signature: *Wes Van de Polder*

Date: September 18, 2023

Description of the Service Provider

2. A description of the Service Provider, including personnel and the professional qualifications of the principals involved in administrating the project.

Questica response:

Questica is a Euna Solutions brand. Euna Solutions is a leading provider of purpose-built, cloud-based solutions that power critical administrative functions and financial operations for the public sector. We offer modern and easy-to-use solutions for budgeting, procurement, payments, grants management, permitting and K-12 administration, all proven to increase operational efficiency, transparency, collaboration, and compliance. Euna is a team of 500+ employees, a trusted partner to 2,000+ government and public sector organizations across North America, and we are supercharging digital transformation, streamlining business processes, and propelling public sector progress, through a relationship-centered and service-focused approach.



Questica has been providing budget software to public sector agencies for the past 25 years. Our team is comprised of 130+ employees providing the full-lifecycle of Questica Budget-related activities including research and development, software design, implementation, integration, training, and post-implementation support services. The Questica team is made up of in-house technology experts, budget professionals, and business specialists who have decades of experience serving the public sector.

Questica is consistently recognized as a leading and most trusted budgeting software solution:

- **2022 – 2019** – As part of GTY Technology and doing business as Euna Solutions, recognized by Government Technology in their Annual GovTech Index which showcases 100 leading companies serving state and local governments in unique, innovative, and effective ways.
- **2021** – Forbes Media Inc. – GTY recognized on Forbes: “America’s Best Small Companies” list.
- **2019** – CV Magazine’s Canadian Business Awards, “Best Cloud-Based Budgeting Software Solutions Provider.”
- **2018** – “10 most trusted public sector solution providers” by Insights Success magazine.

Unlike many other solution providers, we develop and maintain the Questica Budget software and fully assume the implementation responsibilities and ongoing support services exclusively using our in-house employees located within North America. This approach allows us to align our entire organization with the sole focus of delivering on-time and on-budget implementations. We’ve been successfully providing budget software to public sector agencies for the past 25 years and we partner with our customers for the long haul!

Euna Organization Chart

The executive leadership team at Euna Solutions comprises a diverse and talented group of individuals, each bringing a wealth of valuable expertise to the table. Their collaborative efforts serve as the driving force behind the company’s continued success in making a profound and positive impact.

Euna Solutions senior leadership organization chart as of 09/2023:

Euna Leadership Team



Tom Amburgey

CEO



Craig Ross

Advisor to the CEO

Art Elizarov

SVP, Integrations and Delivery

Project Managers | Product Specialists | Tech Specialists | Change Consultants | Customer Support | Customer Success | Customer Training | Integrations



John Pulling

Chief Technology Officer

Development | Development Operations | Product Design/UX Internal IT Infrastructure | Security Product Line Leaders



Nick Thermenos

Chief Revenue Officer

Sales and Marketing Strategy | Go-To-Market Execution



Katerina Goros

SVP, Human Resources

HR Partners | HR Operations | HR Strategy | Talent Acquisition | Learning & Development | Employee Communications



James Ha

Chief Growth Officer

Strategy | Business Development | Partnerships | Marketing | Federal & State Sales



Rob Crocker

Chief Financial Officer

Accounting | Controller | Revenue Operations | FP&A



Manik Verma

SVP, Corporate Development

M&A Strategy | Due Diligence



Brenna Lenchak

SVP, General Counsel

Global Legal Strategy | In-House Counsel



John Alexander

SVP, Business Product Management

Product Strategy and Innovation | Product Management | Market Positioning



Mike Duffy

CEO - CityBase

Government and utility technology that modernizes and unifies the way people find, apply, and pay for services.



David Farrell

CEO - Sherpa

Cloud-based solutions for public sector budgeting, combining purpose-built technology with a consulting team of public sector experts.

Personnel information

3. Provide information about the individuals who will be involved in the implementation, training, and on-going support.

Questica response:

Personnel Proposed for Heber City Financial Budget Planning System/Software Project

At this time, we are proposing to assign the following Questica staff for Heber City's Financial Budget Planning System/Software Project, pending their availability at the time of contract award and project kickoff. If any of the proposed Questica team members are not available as planned, the Entity can be assured they will be replaced by in-house professional personnel with comparable backgrounds and the relevant experience to successfully deliver the services of this project.

The proposed project personnel for this implementation, along with their credentials, are as follows:

	Profile Ardan is a goal-oriented and dynamic professional with extensive experience in delivering superior software implementation and project management services to maximize customer productivity, accuracy, and decision-making. As Project Manager and Implementation Lead for the Heber City Financial Budget Planning System/Software project, Ardan will provide expert project advice, governance, direction and support while analyzing and determining the Entity's budget process needs.
Project Deliverables and Outcomes	Project Delivery - Analyzing and determining business needs and requirements with the client - Consulting the client using Questica knowledge of budgeting and processes - Analyzing data, preparing and migrating data into Questica Budget - Multi-year software development projects and system implementations from inception - Pragmatic application of development experience Team Collaboration - Working directly with the client through the implementation start to finish - Ensuring multiple concurrent projects run smoothly, within the timelines and in scope of work - Working with other client teams and internal teams for project success - Communicating with stakeholders and C Suite regularly Continuous Improvement - Using Autotask, Asana, Microsoft Office among other project tools - Continually updating skills - quick to assimilate new technologies & techniques - Coach and train team members to ensure organizational success
List of Successful Projects Implemented	- McHenry County, IL - Marin Clean Energy, CA - Merrimack College, MA - Pinellas Clerk Courts, FL - City of Bellingham, WA - Doylestown, PA - Central Ohio Transit Authority, OH - Metro Vancouver, BC

	Profile AB is a learning and development professional with over 15 years of experience working with government, technology, and Software-as-a-Service organizations. As Training Support Lead for the Heber City Financial Budget Planning System/Software project, AB will work with system administrators and power users to ensure effective and 'whole-hearted' adoption of the Questica Budget Solution by all participants.
Project Deliverables and	Project Delivery

Outcomes	• Training program lead for hundreds of public sector budget formulation projects since 2017 • Expertise in e-learning development using JavaScript, HTML5, CSS and Python • High degree of technical and soft skills for delivering external and internal training Team Collaboration • Building a knowledge base for internal and external learning through the creation of helpful text/video content for our largest learning repository - our built-in system Knowledge Base/Help tool • Working in team environment to apply and advocate for 'each participant matters' ideology, which is clearly reflected in our lives, in-person or online training programs Continuous Improvement • Research and development -finding new and effective ways of imparting information and streamlining knowledge management • Training visionary - established 'interactive' training methods using augmented reality (AR) applications for iOS and Android • Among the early advocates of xAPI package and a holder of lifetime licenses from major eLearning development software companies including Articulate and Adobe
List of Successful Training Engagements	• Utah County, UT • City of Oregon City, OR • City of Sparks, NV • City of Issaquah, WA • City of Whittier, CA • City of Maple Valley, WA • Town of Brookhaven, NY • City of Champaign, IL • City of Meridian, ID • City of Largo, FL

	Profile Laurie is a consummate Customer Success professional with both technical and functional backgrounds to support all customers from every aspect of their organizations. As Customer Success Manager assigned to the Heber City Financial Budget Planning System/Software project, Laurie will advocate for the Entity and assist in facilitating organizational support by utilizing industry knowledge and customer collaboration to achieve long lasting success.
Project Deliverables and Outcomes	Project Delivery • Customer Success lead for several large-scale public sector budget formulation projects • Dedicated to building trust with stakeholders by convening project meetings, running implementation check-ins, and scheduled business plan touchpoints • Experienced through multi-year software development projects and system implementations • Pragmatic application of development experience Team Collaboration • Employee development and retention focused leader - skilled in assigning work sensitive to individuals' abilities and needs, and in alignment with corporate strategy • Customer focused advocate in Product/Program Design • Software Support -- supporting customers through both software issues and business process challenges; conducting software demonstrations via remote desktop & support (Zoom, GoToMeeting et al) • Requirements gathering - ability to communicate with all stakeholders (technical and non-technical in same room) Continuous Improvement • Forward thinking via business analysis and creative problem solving • Technical prowess and familiarity with relational database & SQL • Continually updating skills - quick to assimilate new technologies & techniques • Confident and engaging public speaker
List of Customer Success Clients	• City of Temecula, CA • City of Meridian, ID • City of Sonora, CA • City of Tualatin, OR • City of Garland, TX • City of Southfield, MI • City of Presque Isle, ME • City of Riverdale, CA • City of Sequim, WA • City of Henderson, NV

Implementation Experience

4. A description of completed implementations that demonstrate the firm's ability to complete implementations of similar scope, size, and purpose, and in a timely manner within budget.

Questica response:

Since 1998, Questica has been providing budgeting software to the public sector, with local government entities comprising the largest segment of our customer base. Over these past 25 years we have consistently delivered projects on schedule and within budget...and we are in it with our customers for the long haul.

We have successfully engineered a solution that is dynamic to support our customers' changing requirements and powerful enough to drive robust and meaningful analytics. We can confidently say that our product would not be as robust, yet easy to use, without the lengthy journey that we have been on with our hundreds of public sector customers.

Simply put, there is no other vendor in the market that can match Questica's track record of success in implementing budgeting software within the public sector, and there is no other commercial off-the-shelf (COTS) solution that compares to Questica Budget.

From its inception, Questica Budget has been purpose-built specifically for public sector budgeting. Understanding the subtle nuances and complexities of public sector budgeting is no simple task, and quite frankly, is something that our team has been learning and perfecting for the past 25 years.

We understand the unique challenges and issues that Heber City faces when preparing and managing its zero-based budget, and we will be a partner that runs in lockstep with your team to ensure a successful project outcome.

A few of the Entity's 2023 budget concerns that we have identified include:

1. General Fund Increased Reliance on Sales Tax - Greater Susceptibility to Market Downturns - Recession risks
2. Building Permit Revenues
3. Persistent Inflationary Pressures
4. Employee Retention & Recruitment

Today our budgeting software is successfully used at 950+ public sector agencies across North America, including local and state/provincial governments, colleges, universities, K-12 schools, healthcare facilities and non-profit organizations.

Similar sized municipal organizations to Heber City (annual budget +/- \$50,000,000-\$100,000,000) using Questica Budget include:

City of Abilene, TX	City of Concord, CA
City of Oregon City, OR	Town of Brookhaven, NY
City of Sparks, NV	City of Champaign, IL
City of Issaquah, WA	City of Meridian, ID
City of Whittier, CA	City of Largo, FL

Project Plan

5. A written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Services.

Questica response:

Questica's understanding is that the Entity is looking for a Service Provider to plan, configure, and implement a Budget Planning System (BPS) that will meet the business needs of Heber City.

We understand the Services shall include the design, installation, configuration, customization development, integration, testing, deployment, training, maintenance, and updates of the System. The System shall provide the tools and capabilities necessary for the Finance Director to plan and manage budgeting, performance management, GFOA budget book creation and publishing, and capital investment planning for City wide services and key departments.

Questica Implementation Plan for the Heber City

Questica will complete all necessary implementation work in a professional manner that meets the requirements of the Entity. We will ensure that the system is correctly configured to meet all of your functional requirements and will coordinate functional testing to ensure accuracy of configurations.

The implementation services include project management and consulting contiguous from kick-off.

We are dedicated to delivering a fully integrated solution within 13 weeks of project kickoff.

Our implementation approach will involve:

- 3 types of tasks: Questica | Customer | Shared
- Questica PM = player/coach (i.e., a Sherpa to lead and journey with you)
- There are some tasks that we simply can't do, and will need to rely on the Entity to complete
- We have found that by being involved hands on throughout the implementation, your knowledge and experience with the system is greatly enhanced
- There will be many videos for you to watch and manuals to read throughout the process
- Our goal is to ensure that you are equipped to maintain the system ongoing without dependence on Questica for minor tweaks/changes to your configurations
- If your organization is resource challenged and would like to rely more on Questica, there may be tasks that are assigned to you that we can take on (for an additional fee)
- Our goal is to ensure that you have a successful implementation and that you are set up for long-term success with our software.

Questica takes a collaborative player/coach approach to training to ensure appropriate knowledge transfer and a successful implementation. We maintain a substantial set of training courseware online and a well-stocked Knowledge Base. All relevant material within Questica Help is available to all users both during and after implementation.

Implementation Key Phases

Sample timeline outlining key implementation phases (Operating, Personnel and Capital modules):

Implementation Timeline		Month 1	Month 2	Month 3
1	Ongoing Project Management			
2	Kickoff Review Process Documentation Implementation Sites (Production/Test) Set-up Initial Training Materials Review			
3	Chart of Accounts Data Operating Budgets Personnel Data Capital Budgets ERP/Financial/HR Systems Integrations			
4	Chart of Accounts Available Import Data Load 2nd Training Materials Review			
5	Operating Budget Import& Review Capital Budget Import& Review Integrations Configurations Started Personnel Data Workbook - Commence Data Import 3rd Training Materials Review			
6	Operating Budget Import Review Completed Capital Budget Import Review Completed Configure Personnel Modifiers Review Personnel Budget OpenBook Implementation Operating & Capital & Personnel Training Prep Train-the-trainer Training			
7	Personnel Budget Review Completed Start End-to-end Acceptance Testing Spec Build Ad Hoc Reports Budget Book Implementation			
8	OpenBook and Budget Book Studio Implementation			
9	End-to-end Acceptance Testing Complete Train-the-trainer Training			
10	Go Live End-Users/Post Go Live Review			

Questica considers the implementation to be complete and the Questica Budget solution to be in a 'go-live' state when the system is opened to users for the development of a new budget, or when an end user has begun using the system for the purpose of managing the current fiscal year's budget, whichever is first. This step only occurs upon completion of testing and training activities.

Post "Go-Live," your implementer will remain your primary contact for all Questica Budget related issues until the time it is mutually agreed that support will take over as primary contact. Normally this is within 90 days, after which a hand-off is made from your implementer to our deeply experienced Professional Services staff who will be responsible for your longer-term support needs.

References

6. Provide three (3) client references from past projects, including current phone numbers.

Questica response:



Utah County, Utah

Rudy Livingston
Budget Manager
rudyl@utahcounty.gov
801.851.8235



Shenandoah City, Texas

Lisa Wasner
Finance Director
281.298.5522
lwasner@shenandoahtx.us



City of Maple Valley, Washington

Sierra Southworth
Accountant
Sierra.Southworth@maplevalleywa.gov
425.413.8800

Integration with Pelorus

Please answer the following general questions in your proposal:

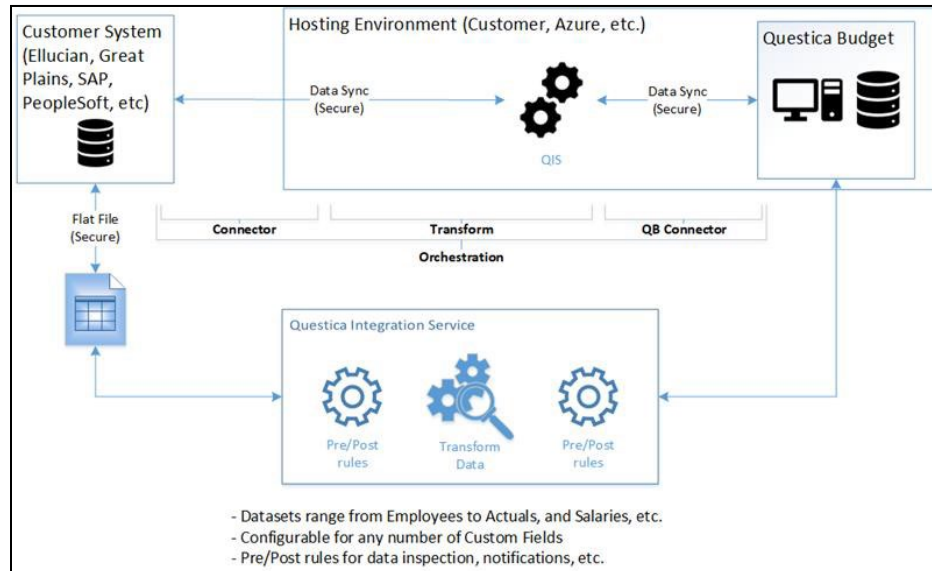
7. How does your product interact with Pelorus report uploads and how frequently can the System update with new data? We need timely updates during the budget season when trying to balance.

Questica response:

Questica Integration System (QIS)

Questica Budget will integrate with the Entity's Pelorus software via QIS, our specialized database-independent tool developed to exchange data between Questica Budget and external systems in batch on a scheduled or as-needed basis.

As an organization with vast experience working with over 45 financial systems, the Questica implementation team leverages leading-edge integration tools. QIS is the most powerful tool for importing/exporting large volumes of data between Questica Budget and external systems and for reconciling data between systems with pre and post processing rules.



Questica Budget dataflow diagram

QIS can use two different integration approaches using an Extract, Transform, and Load (ETL) methodology to import or export any data in Questica Budget:

- First is a loosely coupled approach using flat files (e.g., CSV, XML, or JSON). Customers often choose this approach because it is less intrusive, quicker to implement, inexpensive, and provides more flexibility when an organization changes its systems or data sources.
- Second is a SOAP-based service that communicates through the QIS tool to push and pull data.

The QIS system consists of a series of interchangeable “connectors” and one is added depending on how the data is going to be moved. We have pre-built connectors that utilize SQL Database Queries, Web Services, XML, ODBC, OLEDB, delimited flat files, etc. Data is transformed so that it can be reconciled between systems or cleansed to load only “proper” data.

A few examples include:

- Translating coded values (e.g., source Revenue is coded “R” but target system is “Rev”)
- Deriving calculated values (e.g., Monthly Cost = Total Cost / 12)
- Joining data (e.g., GL Account code = GL Account Number + “-” + GL Account Title)
- Splitting data (e.g., Compensation = Salary + Benefits)

Supporting the Entity’s need for timely updates

With 25 years of experience, we have built secure connections via file drops and web services, etc., to over 45 different customer applications, such as ERPs and HR/payroll systems.

Questica understands that connections and insights to data are paramount, which is why all of our implementations include integrations. Integrating data from key systems into a single coherent and reliable data store is a necessity when analyzing and extracting information.

We believe an effective integration between Questica Budget and Pelorus offers Heber City many benefits to support its budgeting and budget management needs:

- **Up-to-Date Data:** Our integrations ensure that financial data, including transactions, balances, and budget figures, can be quickly updated in Questica Budget through automated (i.e., scheduled nightly) and/or manual data exchange, providing users with up-to-date and accurate information for decision-making and budget management.
- **Immediate Visibility:** Our integrations enable budget managers to access financial data and reports in real-time. Authorized users can monitor expenses, track budget performance, and identify any potential issues or variances before or as they happen, enabling proactive decision-making and timely adjustments.
- **Enhanced Collaboration:** Our integrations facilitate seamless collaboration between the Entity’s finance teams and budget managers. Stakeholders can simultaneously access and work with the same data, enabling efficient teamwork, better communication, and improved alignment between financial and budgeting functions.
- **Data Accuracy and Consistency:** By reducing the need for duplicate data entry, manual data transfers, spreadsheet exports or third-party intervention, an automated integration minimizes the risk of errors and data discrepancies, and ensures data consistency.
- **Automated Workflows:** Our integrations enable the automation of various workflows and processes, such as budget approvals, expense tracking, and budget updates. This streamlines operations, reduces manual efforts, and increases overall efficiency and productivity.

Experience with other nearby Pelorus jurisdictions

8. What other jurisdictions near Heber City (50 min. east of Salt Lake City) are using your software with Pelorus as well?

Questica response:

Euna Solution customers near Heber City include the following:

Salt Lake City, UT	City of Syracuse, UT	City of Vernal, UT
Salt Lake County	Utah County	Weber School District

Questica has no existing customers that use Pelorus as their financial system. However, as noted above, over the 25 years of Questica Budget's existence, we have built secure connections via file drops and web services, etc., to over 45 different customer applications, ERPs and HR/payroll systems, and are confident in our ability to successfully do so with Pelorus.

Our understanding of Pelorus is that it is a complete accounting solution that helps governmental organizations by providing a fully integrated program for recording, organizing, and reporting the key data, including: Billing, General Ledger, Licensing, Long-Term Debt Management, Payroll, Point of Sale, Property Management, Purchasing and Receipting & Cash Management.

As these are common characteristics of most ERPs we currently connect with, we have no concerns of Questica Budget's ability to integrate with Pelorus.

Experience with Pelorus

9. What products of yours are these other “Pelorus” entities using?

Questica response:

As noted above, Questica has no customers that use Pelorus as their financial system.

ROI on Entity staff time

10. One thing to measure is what would be the ROI on staff time with this program? Would it duplicate work we are doing because it is so different from our current process that it would take a long time to comprehensively understand?

Questica response:

Questica Budget is an integrated and collaborative budgeting software that provides a consistent and easy-to-use, web-based interface that automates budget entry and development, forecasting and analysis, workflow and approvals, and amendment tracking, with fully integrated performance measures, dashboards, and reporting.

Questica Budget's unparalleled 'configurability' enables the solution to be maintained by Heber City finance staff with little to no IT support or vendor reliant support needed. Other solutions often require costly customizations to achieve what our configuration capabilities allow.

Once Questica Budget is successfully implemented, it typically requires minimal customer resources to operate and maintain (including configuration changes when needed). Questica's 25 years in public sector budgeting means we've seen best practices across hundreds of public sector organizations and we build them incrementally into our solution as configurable options. Ultimately, this leads to quicker, less costly, and more stable implementations for long-term ROI for our clients.

Some factors that contribute to this ease of operation include:

- **Efficient User Interface and User Experience:** Questica Budget is designed with user-friendliness in mind, offering intuitive interfaces and streamlined workflow features. As a result, users can easily navigate the software, enter data, and perform budgeting tasks without extensive training or technical expertise.
- **Automated Processes and Integration:** Questica Budget automates many repetitive tasks such as data consolidation, forecasting, and reporting. This automation minimizes the manual effort required from users, ensuring accuracy and efficiency in budgeting processes. Moreover, QIS integrations to your Pelorus system reduces data backlogs, thereby streamlining data updates and reducing the need for manual data entry.
- **Centralized Administration and Configuration:** Questica Budget allows for centralized administration and configuration. The Entity's system administrators can manage user access, security settings, and configuration changes from a single interface. This simplifies the maintenance process, as updates and modifications can be easily applied across the organization.
- **Cloud-Based Solutions and Vendor Support:** The Azure hosted Questica Budget solution includes managed services provided by Questica. This means that Questica is responsible for maintaining the underlying infrastructure and ensuring security compliance. The Entity can focus on budgeting tasks, while we, the vendor, take care of the technical aspects, resulting in fewer customer resources needed.

Skill level needed

11. What is the skill level needed to use your software? e.g., budget users may not be as skilled with software as others.

Questica response:

We understand that the skill level of budget users often varies significantly and we keep this matter top of mind in all of our development efforts. Questica Budget is in fact designed for non-finance and non-technical users at the Entity to prepare and maintain their budgets directly in the system.

Our User Experience (UX) and User Interface (UI) have been developed in collaboration with our user base, who are all in the public sector, providing the easiest and most intuitive experience for both finance professionals and casual users. UX/UI features that aid user collaboration include Budget Calendar, My Tasks, Notifications, and Discussions where users can use the @ symbol to mention other users and they will automatically be sent a notification.

The system's user-friendly interface - configurable grids and search controls that make up much of the application - is designed as a robust "information surface" that empowers users to answer questions and generate information quickly, resulting in high user adoption. Configurability improves ease of use by fine-tuning field labels to reflect terminology that is familiar to end-users, designing screen layouts, workflow, reports, and security to meet the Entity's needs and processes.

Data roll over

12. Can the data in the System be rolled over to subsequent years, so we don't need to reload all personnel aspects each year?

Questica response:

Yes, this is a standard out-of-the-box capability of Questica Budget via Prepare Next Budget Year (PNBY) function.

Questica Budget's PNBY function enables copying from one year to the next for the start of a new budget. Administrators, as part of this process, can manage the list of values to be carried forward without affecting prior years. Administrators also choose how to roll the budget: copy all costing centers or just selected ones; copy all budget scenarios or just the active ones; roll the budget (use assumptions already in place for the new year), shift it (copy the budget for the current fiscal year, excluding one-time items), or start with 0's. For ease-of-use and added efficiency, the PNBY settings can be saved for the next year.

Authorized users can then easily update budget lines and populate fields with new data as needed.

EXCEPTIONS/ADDITIONS TO STANDARD TERMS AND CONDITIONS

Please see matrix below that outlines our exceptions to terms proposed and/or includes suggested modifications that are necessary to the agreement:

Section	Detail	Questica Response
10. DOCUMENT OWNERSHIP:	Contractor agrees that any work/services and all Deliverables prepared for Entity, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the Entity. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the Entity.	We suggest adding Questica's intellectual property rights as stated in our SaaS agreement as per below: 5. PROPRIETARY RIGHTS 5.1 Reservation of Rights in Services. <i>Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.</i> 5.2 Restrictions. <i>You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.</i> 5.3 Your Applications and Code. <i>If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement</i>

		<i>in or to such applications or program code, including any intellectual property rights therein.</i> <i>5.4 Your Data. Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.</i> <i>5.5 Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.</i>
21.TERMINATION:	21.1 This Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. In the event of a violation, the party in violation will be given 10 working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.	We suggest adding Questica's termination for cause language and dispute resolution process outlined below: <i>10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.</i> <i>11.2 Dispute Resolution/Arbitration. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project</i>

		<i>managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level.</i>
25. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:	25.1 Upon 30 days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the Entity, if the Entity reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.	We suggest adding Questica's Lack of Appropriations language below: <i>If You fail to receive sufficient appropriation of funds for continuation of this Agreement or like services, You may unilaterally terminate this Agreement upon thirty (30) days written notice to Us. Non-appropriation of funds as used herein means a level of funding that results in less funding than that which was allocated for the Services in the immediately preceding fiscal year. You will not be entitled to a refund or offset of previously paid, but unused fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.</i>

Heber City UT - Financial Budget Planning System

Final Audit Report

2023-09-18

Created:	2023-09-18
By:	Norman Schumann (Norman.Schumann@eunasolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbceXZT5nXKXm-ePaJA06wqEA_UG4Ap_v

"Heber City UT - Financial Budget Planning System" History

-  Document created by Norman Schumann (Norman.Schumann@eunasolutions.com)
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Signature Date: 2023-09-18 - 3:18:26 PM GMT - Time Source: server
-  Agreement completed.
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RESPONSE TO Request for Information

Heber City Financial Budget Planning System/Software

Due: September 18, 2023

ATTN: Sara Nagel, Finance Director

75 North Main

Heber City, UT 84032

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Cover Letter

Dear Ms. Nagel,

IGM Technology Corp. ("IGM") is pleased to present to the Heber City Corporation ("the City") the following response to the Financial Budget Planning System/Software.

IGM Technology was established in 2013 by a group of financial accounting software veterans that had the vision of creating a user-friendly and affordable financial reporting system. Since 2013, IGM has successfully implemented budget planning, financial reporting, and lease accounting software for numerous public clients across North America in the governmental sector. IGM's leadership team members have more than 15 years of experience in developing and implementing accounting and financial reporting software.

IGM's philosophy is to focus on satisfying its customers' needs with intuitive, high-performing, and dependable software solutions. IGM prides itself on being an equal opportunity employer with employees around the world of different genders, ethnicities and backgrounds.

IGM provides a comprehensive, 100% cloud-based software solution, called Gravity. Gravity is a one-stop-solution for collecting budget requests from the departments with our three core budget collection templates for the following:

- Capital improvement projects
- Operations and maintenance
- Human resources

Gravity is a template based, user-friendly solution that enables its users to manage the full budgeting cycle in governmental organizations, from managing budget requests (both operational and capital projects), manage changes, such as changes or approvals by city manager and the city council, and eventually producing the budget book and open data website.

Gravity can address the City's needs by providing a solution based on the following principles:

- Create customized budget request templates and workflows according to the City's budgeting process.
- Access large sets of built-in reports and create customized ad-hoc reports.
- Create a comprehensive set of dashboards and reports according to the City's needs.
- Send alerts to users regarding critical dates.
- Track and report on expenses.
- Easily upload and download data in multiple formats.
- Upload an unlimited number of attachments in any format, linked to financial statement data.
- Provide integration with Gravity's budget book module.
- Provide integration with Gravity's Open Data Transparency module

Gravity is an enterprise-scalable budgeting, reporting, and process automation solution that enables users to collaboratively merge enterprise data with narrative analysis in a controlled and auditable environment. It enables organizations to automate the collection of data in a single, dynamic budgeting, reporting, and analysis solution. Multiple participants in different departments can collaborate in the budgeting and reporting process, working independently while ensuring that proper controls and approvals are in place.

In addition to the Budget Planning and Budget Book modules, Gravity also offers the following solutions:

- ACFR Automation
- Ad-Hoc Report Automation (e.g., Quarterly Reports, Monthly Reports, Cash-Flow Reports, PAFR, Investor Reports, and Presentations)
- Lease and Debt Management
- Data collection
- Reconciliation management
- Bi-Dashboards

Within the Implementation of Gravity, IGM provides:

- Comprehensive training and training materials for all users of the system.
- A project manager and budgeting analysts that help run the project to its fullest potential.
- Extensive advanced automated formatting capabilities that enable users to receive excellent results with minimal effort. Gravity's highly designed reports can be formatted specifically for web publishing or printing.
- Building reports and defining the formatting styles required

IGM believes that customers come first. We strive to develop long-lasting, mutually rewarding relationships with our customers, and identify their needs to provide solutions that support their success. We look forward to presenting our solution to you in the near future.

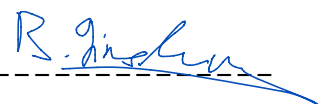
Thank you for your time and consideration.

Sincerely,

IGM Technology Corp.
318-77 McMurrich St.
Toronto, ON M5R 3V3
1-800-419-1459

Amanda Kwist
RFP Manager
519-754-5648
akwist@igm.technology

Barry Ginsburg
COO
bginsburg@igm.technology

Signature: 
Date: September 15, 2023

Company Information and Qualifications



Organizational Capacity

A description of the Service Provider, including personnel and the professional qualifications of the principals involved in administering the project.

Since its establishment in 2013, IGM has gained extensive experience in deploying government sector budgeting, budget book, financial reporting, lease accounting, and debt management solutions that enable cities, states, agencies, school boards, and other governmental organizations to automate financial and management processes and produce periodic reports.

IGM's leadership team members have more than 15 years of experience in developing and implementing accounting and financial reporting software. We currently have hundreds of clients, most of which are in the public sector, who we help improve the efficiency, controls, and quality of their budgeting and reporting processes.

Gravity is one of the leading solutions in the market that provides its users a platform to manage their budgeting process and publish budget books. Gravity's budget management module was designed specifically to address the needs of government entities to address all the complexities of managing budgets in the public sector, including personnel costs, calculations, and allocations, capital projects budgeting, operational budgeting, and more.

Gravity is a template based, user-friendly solution that enables its users to manage the full budgeting cycle in governmental organizations, from managing budget requests (both operational and capital projects), managing changes, such as changes or approvals by a city manager and city council, and eventually producing the budget book and open data website.

Gravity is a flexible software that enables an unlimited number of years of forecasting and budgeting. Gravity has the ability to run several scenarios for each year and create projection scenarios for multiple years. Gravity has pre-configured and professionally designed reports for budget analysis and a data visualization tool for ad-hoc reporting and data analysis.

The following are some of the unique features of Gravity that will enable the City to accomplish its full goals within the scope of this project:

- **High-quality reports** — Gravity is the only reporting solution to produce desktop publishing quality output; the highest level of formatting available today. With Gravity, report formatting is fast, easy, and can be applied automatically. Reports can be published as print-ready output, PDF output for electronic distribution, and eBooks for website publishing.
- **Tight security** — Gravity's security model ensures only authorized users can view and/or edit the appropriate data. Gravity provides a three-tiered security model, including application-level security, report-level security, and data-level security. Security settings can be applied by user and/or by role. Gravity provides the highest level of security to ensure that your data and reports are fully protected.
- **Real-time collaboration** — Gravity provides true, real-time collaboration, where any number of users can edit the same section of the same report at the same time. Our cloud-based solution allows multiple users to collaborate between home, the office, or wherever the users are located, and changes are seen by all authorized users in real-time. This user-friendly interface allows clients to maximize their use of Gravity with their own formulas and analyses.

- **Data automation** — With Gravity, it's easy to load data from your ERP, G/L Budgeting System, or any other source into the Gravity data model. Gravity will automatically validate the data files to ensure data integrity. Data files can be loaded as frequently as you like, and each time the data is loaded the entire report is automatically updated. With Gravity's automation capabilities, our clients see a time savings of 60% to 70% compared to their previously manual processes.
- **Personnel Budgeting Capabilities** - Gravity provides a robust software with a full set of reports and dashboards to easily show personnel costs and scenarios. Each employee's compensation is calculated in detail to the applicable cost-element, position, labor group, department, etc. Multiyear scenarios can be created, and easily ported to line-items in your Operating Budget.
- **Chart of Accounts Management** - With Gravity, it is easy to load data from your ERP, General Ledger and Chart of Accounts. The COA and the G/L will be automatically modeled in the Gravity data module. New accounts that are added in the future will automatically roll up to the budget based on the COA or rules. New charts of account codes are automatically identified by Gravity as new data is loaded into the system. Gravity makes it easy for the system administrator to move the new chart of account codes into the correct location in the hierarchy.
- **User-Friendly** - Gravity's intuitive, user-friendly interface allows users to have a faster adoption of the software, quickly learn the functions, and focus on the functionality of the module rather than on learning new software. Gravity is a template-based system that can be customized for the users' needs.



Key Personnel



Key Personnel

Provide information about the individuals who will be involved in the implementation, training, and on-going support.

The key personnel assigned to the project have extensive experience in deploying government-sector budgeting, budget book, financial reporting, lease accounting, and debt management solutions that enable cities, states, agencies, school boards, and other governmental organizations to automate financial and management processes and produce periodic reports.

The following IGM employees would be involved in implementing and overseeing the City's project:

Oded Solomon

Oded is VP services at IGM Technology. Oded has extensive experience implementing public sector reporting solutions at various states, cities, counties and governmental agencies. Oded has over 10 years of experience in deploying external financial reporting solutions to organizations across North America. Oded first began working with external financial reporting solutions at Clarity Systems in 2008, using a product called Clarity FSR. Clarity FSR was the first enterprise-scalable solution to automate the external financial reporting process. In 2010, Oded joined IBM as a Product Manager focused on IBM's external financial reporting solution, called CDM. Oded then joined IGM Technology in 2013 to help bring to market the next generation in external financial reporting solutions. At IGM, Oded helped to launch Gravity into the marketplace. Gravity is ideally designed to help public sector organizations produce external financial reports, like the CAFR, Budget Book and other high value documents. Oded is now a Senior Implementation Consultant, leading the implementation of Gravity for IGM's public sector clients.

EXPERIENCE

IGM Technology (2014 – present) Chief Services Officer

- Oded is responsible for leading the services team to provide exemplary service to our customers. He has a hands-on implementation consulting services to ensure the successful deployment of Gravity
- Oded has deep experience and expertise in helping IGM's clients in all aspects of
- Gravity, including: setting up the initial structure of the report, loading data into the application, and defining advanced styles to produce extremely well-formatted report output.

IBM (2010 – 2013)

Business Analyst, Product Management CDM

- Defined business requirements and helped to define the product roadmap for IBM CDM
- (IBM's external financial reporting solution)
- Met with existing customers and prospective customers to showcase features within CDM
- Led customer design workshops to help CDM customers optimize their external reporting processes with CDM

Clarity Systems (2008 – 2010)

Engineer, Pre-Sales Group – Clarity FSR**Education****Certificate in Business Analysis (2013 – 2015)**

- University of Toronto, Canada Bachelor of Arts (1997 – 2001)
- University of Haifa, Israel

Baruch (Barry) Ginsburg (CPA since 2010)**EXPERIENCE****IGM Technology****Chief Solution Consultant Since 2019**

- Leading the product management at the company. Responsible for improving the functionality, the user interface, implementation process of the software.
- Leading implementation of newest available technologies into the product.
- Adding new modules into the product.
- Subject matter expert on accounting and management matters.

Detelix Software Solutions**Head of Analytics 2017 to 2019**

Led the analytics, product management and the customer relationship management in a start-up company that is developing and implementing real time online fraud detection software.

- Led the implementation of the software solution, working with CFOs and CROs of large companies from different sectors, including finance, healthcare and manufacturing.
- Led the design and implementation of fraud detection strategy in corporations, improving work processes and reducing operational risk in different business processes.

Ernst & Young**Senior Manager, Forensic and Integrity Services 2015 to 2017**

Led fraud investigations, risk assessments, internal audits, compliance reviews in large companies.

- Reported directly to CFOs, CROs and COOs. Presenting to boards of directors.
- Managed a team of 5 members. Managed projects and annual budget of more than 10,000 hours. Was responsible for hiring, training and mentoring the team members.

Grant Thornton**Manager, Forensic Advisory Services 2009 to 2015**

- Managed internal audit and fraud and money laundering investigations, compliance reviews in companies from different sectors.
- Managed a team of three members and an annual budget of more than 6,000 hours.
- Managed anti-fraud, risk management consulting projects, AML compliance and fraud investigations.

Education

Emory University, Goizueta Business School, Atlanta, GA

M.B.A., One Year Accelerated program, May 2013

Goizueta Business Fund for Excellence Scholarship Recipient

Hebrew University of Jerusalem B.B.A., Accounting (July 2007)

Ryley Davenport - Director of Solution Engineering

Ryley Davenport is the Director of Solution Engineers and assists with the training of clients throughout the implementation process. Ryley manages a team of accountants and designers who assist with support requests. From written instruction to short walkthrough meetings Ryley, and his team will be there to assist you. Prior to joining IGM, Ryley studied Computer Science at Laurier University and has an extensive background in the software field, designing a couple software programs during his time at school. Ryley has gained excellent problem solving skills as this is a key to being in Computer Science and has managed to successfully apply those skills in Gravity here at IGM. Being the Director of Solution Engineers, Ryley has been able to expand his knowledge of the Gravity platform by answering many different questions and has used this to gain an expansive understanding of how Gravity works, with the added bonus of being able to communicate and explain clearly to clients so they can understand as well to use Gravity to its fullest potential.

EXPERIENCE

IGM Technology, Director of Solution Engineers (2020–present)

- Assists with the training of clients throughout the implementation process.
- Manages a team of accountants and designers who assist with support requests
- From written instruction to short walkthrough meetings, Ryley and his team will be there to assist you.

Pulse, Software Developer Intern (2018–2019)

Wilfrid Laurier University, Campus Ambassador (2018–2020)

Wilfrid Laurier University, Desk Attendant Supervisor – Customer Service (2016–2020)

Education

Laurier University (2020)

- Computer Science

Anna Vashchuk**IGM Technology, Accounting Manager (2019–present)**

- Analyze and understand clients' requirements: Analyze business processes, data structure, workflows, information systems and reporting outputs.
- Analyze and understand clients' data files and data structure, how business processes are reflected in the data.
- Apply solid knowledge of Gravity to develop roadmaps for adjustments that are required to be done in Gravity, IGM's reporting application.
- Design the data collection process, test the data and create generic data collection processes for the clients.
- Design and develop implementation plan for Gravity.
- Create modification requirements for Gravity.
- Design testing plans and acceptance requirements for Gravity implementations.
- Serve as the main point of contact for Gravity clients and act as a subject matter expert for reporting software.
- Advise clients about long term reporting software strategy.

JSC KPMG, Consultant (2018–2019)**LLC Astrum Building Company, Assistant of Chief Accountant (2017–2018)****EDUCATION****State Higher Educational Institution Kyiv National Economic University (2020)**

- Master's Degree in Accounting & Taxation

University of Bremen (2019)

- Erasmus+ Program

Cherkasy Educational-Scientific Institute of the Banking University (2018)

- Bachelor's Degree in Accounting & Audit

Cherkasy State Business College (2015)

- Diploma in Accounting

Qualifications and Experience



Qualifications and Experience

A description of completed implementations that demonstrate the firm's ability to complete implementations of similar scope, size, and purpose, and in a timely manner within budget.

As a private company, IGM Technology does not publish a full listing of its clients, past or present.

Please see below a sample list of 10 IGM clients of similar size that have implemented or is in the process of implementing similar services:

1. Fremont County, WY
2. City of Buda, TX
3. Town of Palm Beach, FL
4. City of La Puente, CA
5. City of Idaho Falls, ID
6. City of Orem, UT
7. City of Goose Creek, SC
8. City of Compton, CA
9. St Charles Parish, LA
10. City of Claremont, CA

Gravity's pricing is based on a transparent and known cost structure, ensuring a single, predictable cost for software implementation. Our projects consistently stay within budget and adhere to the agreed-upon schedule. IGM is not billing on an per hour basis.

Please see three references for projects of similar size and scope here:

References

City of Idaho Falls, ID	
Reference Contact:	Mark Hagedorn, Controller 208-612-8232 mhagedorn@idahofalls.gov
Services Provided:	Gravity - Budget Planning and Budget Book automation
Date the Work was Undertaken:	2022 - present
Description of Services Performed:	The City of Idaho Falls started using Gravity in March of 2022 to help automate a manual budgeting process and to enhance the presentation of their budget book document. Please see the draft version of the most recent Budget Book at https://www.idahofallsidaho.gov/DocumentCenter/View/16006/Draft-Budgetbook-7-11-23

City of Orem, UT	
Reference Contact:	Trevor Bell, Procurement and Budget Manager 801-229-7131 tbell@orem.gov
Services Provided:	Gravity - Budget Book
Date the Work was Undertaken:	2019 - present
Description of Services Performed:	The City of Orem started using Gravity in 2019 to automate their previously manual budget book process and enhance the presentation of the document. Please see the most recent Budget Book at http://orem.org/wp-content/uploads/2022/06/Adopted-FY-2023-Budget-2.pdf

City of Claremont, CA	
Reference Contact:	Adam Pirrie, Finance Director 909-399-5460 apirrie@ci.claremont.ca.us
Services Provided:	Gravity - Budget Planning and Budget Book
Date the Work was Undertaken:	2020 - present
Description of Services Performed:	The City of Claremont started using Gravity in 2020 to help automate a manual budgeting process to help collect budget requests from their departments and agencies. The City implemented Gravity's budgeting templates for Operations & Maintenance, Human Resource Planning (position control) and Capital Improvement Planning. As the City collects the budget requests from departments the relevant data collected automatically gets distributed into the proposed and adopted budget books. The City also wanted to enhance the presentation of their budget books and automate a manual (word and excel) reporting process, establish better controls and helped the City achieve the GFOA award for reporting excellence. https://portal.laserfiche.com/Portal/DocView.aspx?id=264941&repo=r-634094de



Implementation Timeline

Implementation Timeline

A written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Services.

IGM Technology follows a structured approach and methodology to ensure the successful implementation of Gravity for each of our customers, we do not intend to use subcontractors for this project. Our approach and methodology includes:

High-Level Scope

This proposed schedule defines the work plan that IGM will perform to implement Gravity for the City. The intent of this project is to implement a budget management tool to increase efficiency and mitigate risk around the preparation and review of the annual budget.

The typical timeline for the full implementation is approximately 10 to 12 weeks, from kick-off to a fully implemented budgeting process and ready-to-be-published budget book with open data website.

The City will provide a project manager for this implementation, who is usually the budget manager. Departments should provide at least one contact per department that will be responsible for the requested budget data entry.

Project Kick-Off

The project will start with a kick-off meeting between IGM and the City's project team. At the kick-off meeting, IGM will present the IGM Implementation team, which would include the project manager, implementation services consultants and a designer. IGM will review the key steps in the project and their associated timeline. The implementation process will follow the following steps:

1. Gather and analyze the required information from the City.
2. Build the report and define the formatting styles for the budget report.
3. Analyze the budget data and actuals and create the data model in Gravity
4. Link data points throughout the report.
5. Define the rollover process and go-live.

The City would receive its own private cloud to ensure the Gravity application is ideally configured for the City's specific needs and to ensure that the City's data is fully secure. IGM would configure the technical environment for the City.

IGM will also set up a Google Drive environment for the City to upload the necessary supporting documents.

Step 1: Gather and Analyze the Required Information from the City (Weeks 1–2)

IGM and the City will jointly identify the supporting documents that are required for this project. These supporting files generally include the MS Word, MS Excel, and PDF files that were used to produce the City's prior budget reports, as well as a copy of the final PDF file that the City previously produced.

The City would be responsible to provide an export of the budget data and actuals from the City's financial system and load these data files into the IGM Dropbox.

IGM would then analyze all of the uploaded documents.

Step 2: Build the Templates and Reports and Define the Formatting Styles for Each Report (Weeks 2–6)

IGM will build the following report:

1. The City's Final Budget 2021–2022 in preparation to roll over to 2022–2023. The process to build each report will include the following steps:

- Start with a series of Joint Application Design (JAD) sessions, where the City and IGM's team design the templates and define the user groups, notifications, and workflow processes.
- Create the reporting tree to define the structure and sequence of the report in an easy-to-view tree structure.
- Adjust the operational and the capital projects data collection templates.
- Load all of the MS Excel and MS Word files into Gravity.
- Design the styles required for each report and the required master pages.
- Apply the defined styles to the entire report.

At the end of this stage in the process, a full draft of the reports will be generated with content that reflects last year's filing.

Step 3: Analyze the Budget Data and Actuals and Create the Data Model in Gravity (Weeks 3–8)

IGM will review the budget and actual data files and create a script within Gravity to pre-process the data file (as required) so Gravity can automate the process to load and validate the data file.

Using the budget and actual data files, IGM will create the data model for the budget book.

Step 4: Link Data Points Throughout the Report (Weeks 5–10)

IGM will link the data model to the spreadsheets and to the numbers in narrative text and charts. At this stage, the City will be responsible to assist the IGM team and guide them to define where to link the appropriate reporting lines in each spreadsheet object.

At the conclusion of this stage in the process, data will be linked throughout your report. If an updated budget data file is exported from your financial system, then the following can occur:

- This data can be loaded into Gravity and during the load process the data file will be validated.
- The data will be linked to each spreadsheet object in each report automatically.
- Data points within paragraphs of text and data on the charts will also be updated automatically.

Step 5: Define the Rollover Process and Go-Live (Weeks 10–12)

We will rollover the report to the current period for the budget book. At this point in the process, the City's reporting team will be fully trained on Gravity and ready to continue to further modify their reports, if required.

The City is now ready for Go-Live where all of the data points are linked throughout the report. Now, the City's team can simply upload a new budget data file and all relevant data points will be refreshed.

Gravity's support team would be available to assist the City if they have any questions or need any type of assistance throughout the report preparation process.



Scope of Work

Scope of Work

GENERAL (Must Have)

1.Web-based Remote Access Interactive Budget Management Software.

Gravity is a 100% cloud-based application.

2.Web-based solution that automatically builds a budget book from the budget development process.

Gravity manages the full budgeting process and cycle in governmental organizations directly linking to the budget book and open data website.

3.Intuitive, User Friendly.

Gravity's intuitive, user-friendly interface allows users to have a faster adoption of the software, quickly learn the functions, and focus on the functionality of the module rather than on learning new software. Gravity is a template-based system that can be customized for the users' needs. The technical level of expertise that is required for using Gravity is usually being familiar with Microsoft Office products and having understanding of web browsers. No programming experience or SQL knowledge is required.

4.GFOA award qualifying book production.

Gravity helps our clients achieve the GFOA reporting excellence awards with GFOA checklists and GFOA experts to help get you there. Dozens of Gravity users achieved their first GFOA award using Gravity's reporting module.

5.Provides analysis, dashboarding, drill down, and monitoring capabilities.

Gravity has dashboards to provide up-to-date and complete visibility into the budgeting and reporting process. Gravity dashboards allow users to drill into budget details for better visualization across the budgeting process. This enables users to track budgets to actuals, establish data validation, and run what-if scenarios for forecasting.

6.Interfaces with Pelorus: ability for frequent downloads and uploads (daily if needed during the budget season).

Gravity fully integrates with Pelorus and has the ability to interface with Pelorus through an API connection. This direct connection allows for users to see actuals in real-time. Gravity allows users to upload salary components data, such as premiums, benefits, pension data, etc., by using its comprehensive ETL services, which convert data from different data sources into a structured database that is used by Gravity for calculating the personnel costs and allocating them.

Gravity also uses batch file exchange to interface with other systems. Gravity has an easy-to-use interface that provides the users the ability to import data into Gravity and export data from Gravity in a variety of file formats, including CSV, TXT, XLS, and other formats.

7.Handles multiple formats uploads.

Gravity has an easy-to-use interface that provides the users the ability to import data into Gravity and export data from Gravity in a variety of file formats, including CSV, TXT, XLSX, PDF and other formats.

8.Tracks changes and comments with date stamps and creates reports reflecting those changes.

Gravity provides a full audit trail to every change made in the data. The audit trail includes who made the change, what was changed, and when the change occurred. Users can access the audit trail at any time to review all changes made.

9.Modules to be included:

- Operating Budget

Gravity provides easy-to-use Operating & Maintenance data entry templates that support a variety of budgeting methodologies: incremental, program, performance, zero-based and/or priority based budgeting. Budget submissions can be supported with performance measures, advanced analytics, supporting documents, and insights to improve decision-making.

- Transparency

IGM Open Data's comprehensive solution helps agencies of all sizes drive accountability, make data more useful, engage the public, and promote strategic objectives. Users can drill down to the line items details, on demand.

- Capital Improvement Budgeting

Gravity project templates empower you to easily create, update and maintain your multi-year capital improvement plan. The first year(s) capital budget is automatically integrated with the overall budget summary, along with each project's related impact on operating revenues and expenses.

Gravity's budget templates are based on the full accounting string. This means that each budget item is allocated not only to a fund and account, but also to a program or any other part of the accounting string. As a result, departments would have the ability to tag or designate certain accounts to one or multiple programs or initiatives for tracking and reporting purposes. As the data is imputed, Gravity will analyze and create a summary table to showcase the provided information. Gravity can manage a multi-year CIP budget for an unlimited number of years.

- Personnel Budgeting

Gravity allows users to upload salary components data, such as premiums, benefits, pension data, etc., by using its comprehensive ETL services, which convert data from different data sources into a structured database that is used by Gravity for calculating the personnel costs and allocating them.

Gravity has the ability to calculate personnel costs and allocate them by fund, department, program, and project. Gravity enables allocation to different accounts for full-time and part-time employees. The budget in Gravity can also be conducted for vacant positions, including benefits estimations for the position.

- GFOA Budget Book

Gravity provides a full-featured, industry leading reporting platform to produce the Budget Book - which is fully integrated with the entire budgeting process. Gravity automatically updates all of the statements, charts, graphs and commentary (including the Fund Summary in both original and amended budgets) using the budget data within Gravity. Gravity improves the efficiency and enhances the controls around the creation of the Budget Book.

- **Forecasting & Analysis**

Gravity is a flexible software that enables an unlimited number of years of forecasting and budgeting. Gravity has the ability to run several scenarios for each year and create projection scenarios for multiple years. Gravity forecasts are done on the same detail level as the budget.

10.Supports automatic uniform and consistent formatting.

Gravity's report generation engine automatically ensures consistent styles within tables, including: margins, table layout and size, column widths, fonts and styles. In this way, Gravity reports look like all of the components belong together and flow from one section to another seamlessly. Gravity also supports all of the style definitions available in Adobe InDesign - the industry leading desktop publishing tool. As a result, the style definitions in Gravity are virtually limitless.

11.Provides department specific dashboards, book pages, analysis.

Gravity has dashboards to provide up-to-date and complete visibility into the budgeting and reporting process. Gravity dashboards allow users to drill into budget details for better visualization across the budgeting process. This enables users to track budgets to actuals, establish data validation, and run what-if scenarios for forecasting.

Gravity can capture and filter specific departmental pages for analysis and reports to be used in the book.

12.Creates comment-reports and changes-reports by departments by date.

Gravity provides a full audit trail to every change made in the data. The audit trail includes who made the change, what was changed, and when the change occurred. Users can access the audit trail at any time to review all changes made.

Furthermore, Gravity has the capability to add comments on each stage of the budget process approval. The comments can be seen by others and there is a possibility to reply

13.Canned and customizable reports feature available in each module.

Gravity comes standard with a large set of built-in reports and the ability to create customized ad-hoc reports.

14.Ability to create a PDF version of the digital budget book in whole or in sections in a professional manner.

Reports can be published as print-ready output, PDF output for electronic distribution, and eBooks for website publishing. Each section of the report can be generated in the same manner.

B.SPECIFIC (Highly Preferable)

Digital Budget Book

- Collaborative and customize-able.

Multiple participants in different departments can collaborate in the budgeting and reporting process, working independently while ensuring that proper controls and approvals are in place. Gravity is customizable and can add the City's branding and/or be formatted to meet any definitions laid out in the City's style guide.

IGM would meet with the City to define the graphical elements of the report to align with the style guide, which typically includes: the cover page, table of contents, style header and footers, section breaks and other graphical elements.

- Meets GFOA award criteria with built-in guidelines.

Gravity helps our clients achieve the GFOA reporting excellence awards with GFOA checklists and GFOA experts to help get you there. Dozens of Gravity users achieved their first GFOA award using Gravity's reporting module.

- Automatically delivers interactive website-based product.

Gravity's data visualization software helps build transparency and trust by communicating data in an easy-to-understand, visual format and is fully integrated within the Gravity platform. The software presents data via descriptive text, informational popups, charts, and graphs. The built-in searching, filtering, and sorting features make it easy to quickly find the information that you are looking for. IGM Open Data's comprehensive solution helps agencies of all sizes drive accountability, make data more useful, engage the public, and promote strategic objectives. Users can drill down to the line items details, on demand.

IGM's Open Data solution is completely customizable to allow for the City's branding, logo's and color schemes. Please see an example of an Open Data website that Gravity has created:

Boynton Beach, FL - <https://boyntonbeach.opendata.report/>

- Automates the creation of fund summary pages, charts, tables and more.

Gravity has the ability to produce and automate all the components of the Budget Book including the creation of summary pages, charts, tables, graphs and more.

- Contributors can create new pages quickly with easy-to-use templates.

Gravity features ready to be used templated that the City can utilize to make new pages quickly and easily.

- Share-able online or print.

Reports can be published as print-ready output, PDF output for electronic distribution, and eBooks for website publishing.

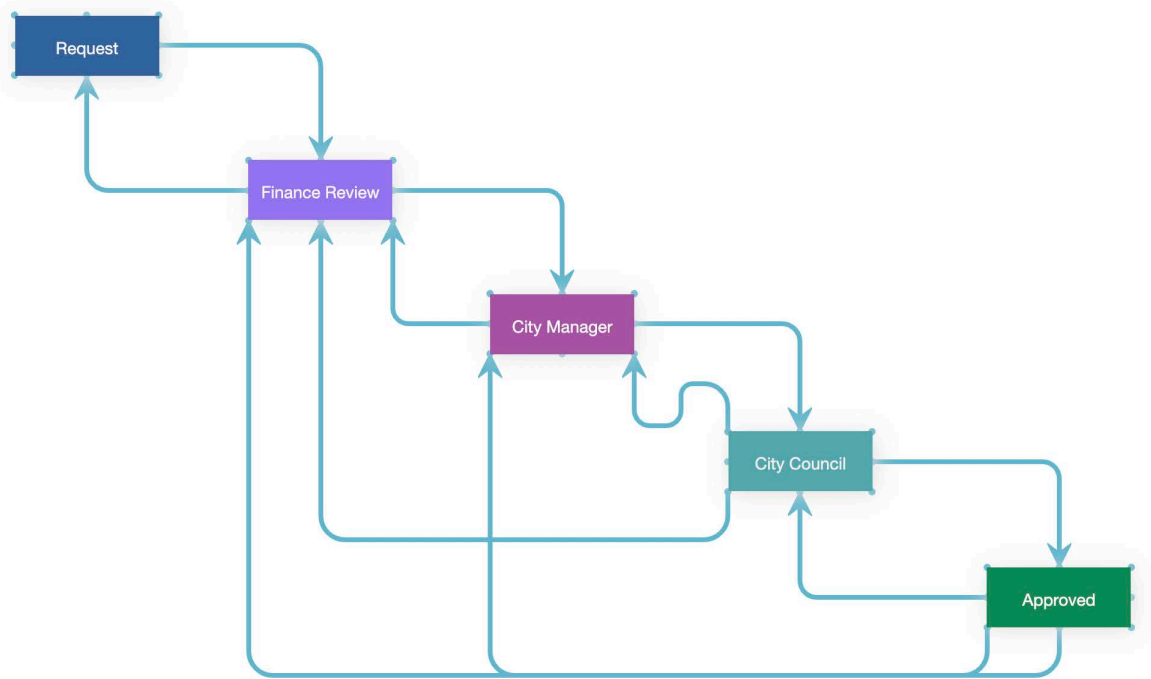
- Automatic data updates within the budget book, embedded narratives, smart charts, and options for syncing directly to the operational budget module or uploading through an intuitive budget editor.

Within Gravity, all the data is linked throughout the reports in the system, if an update is made all the linked data in each object in each report will update automatically. Data points can be included within paragraphs of text and data on charts and graphs.

- Automated workflows

Gravity has the ability to configure custom workflow schemes. Each workflow status can be customized to allow users or groups to have edit, comment, or view-only rights. Furthermore, each workflow transition can trigger an email notification, submit data, or allow only specific user profiles to use the transition.

Please see an example of an Integrated Workflow here:



- Color customizable with Entity's brand colors

Gravity is fully customizable and is able to align with the City's brand colors, and would meet with the City to define the graphical elements of the report to align with the City's style guide.

- Ability to input and output Excel and Word documents into and out of the program.

Gravity fully integrates with Microsoft Office, users are able to import and export information using PowerPoint, Excel and Word, among other file types.

- Ability to create fund and department narratives which integrate text, picture, graph, tables, and numbers into a cohesive experience for the reader.

Gravity has the ability to create fund and department narratives that incorporate text, numbers, graphs, tables and pictures into each section. Furthermore, department users can also access Gravity to create and maintain budget narratives according to the permissions set within the system.

Operational Budgeting

- Builds budgets by department automatically as requests are approved.

Using the three main Budgeting Planning Data Collection Templates the City is able to collect budget requests from departments & agencies. As information collected is approved, relevant data will be distributed across all relevant sections of the proposed and adopted budget reports.

- Forecasts for long-term planning or use as a baseline for the budget.

Gravity is a flexible software that enables an unlimited number of years of forecasting and budgeting. Gravity has the ability to run several scenarios for each year and create projection scenarios for multiple years. Gravity forecasts are done on the same detail level as the budget.

Gravity provides a full solution for forecasting of operational and personnel expenses and revenues. Gravity's revenues and operational expenses templates provide the capability to manage the forecasting on the budget item level. Departmental users are able to copy the current year and run projection scenarios based on the same principles as described above.

- Automated audit trail: by collaborating with contributors during editing.

Gravity is an enterprise-scalable budgeting, reporting, and process automation solution that enables users to collaboratively merge enterprise data with narrative analysis in a controlled and auditable environment. It enables organizations to automate the collection of data in a single, dynamic budgeting, reporting, and analysis solution. Multiple participants in different departments can collaborate in the budgeting and reporting process, working independently while ensuring that proper controls and approvals are in place.

Furthermore, Gravity provides a full audit trail to every change made in the data. The audit trail includes who made the change, what was changed, and when the change occurred. Users can access the audit trail at any time to review all changes made.

- Creates multiple scenarios / forecasts by fund with ability to revise and override.

Gravity has the ability to run several scenarios for each year and create projection scenarios for multiple years. Gravity forecasts are done on the same detail level as the budget. Gravity provides a full solution for forecasting of operational and personnel expenses and revenues. Gravity's revenues and operational expenses templates provide the capability to manage the forecasting on the budget item level. Gravity also has the capability to distinguish between one-time expenses and recurring expenses, so one-time expenses will not roll forward to subsequent years.

Gravity's forecasting and scenario planning allows users the ability to revise, change and override any section of the forecast according to the permissions set in the system.

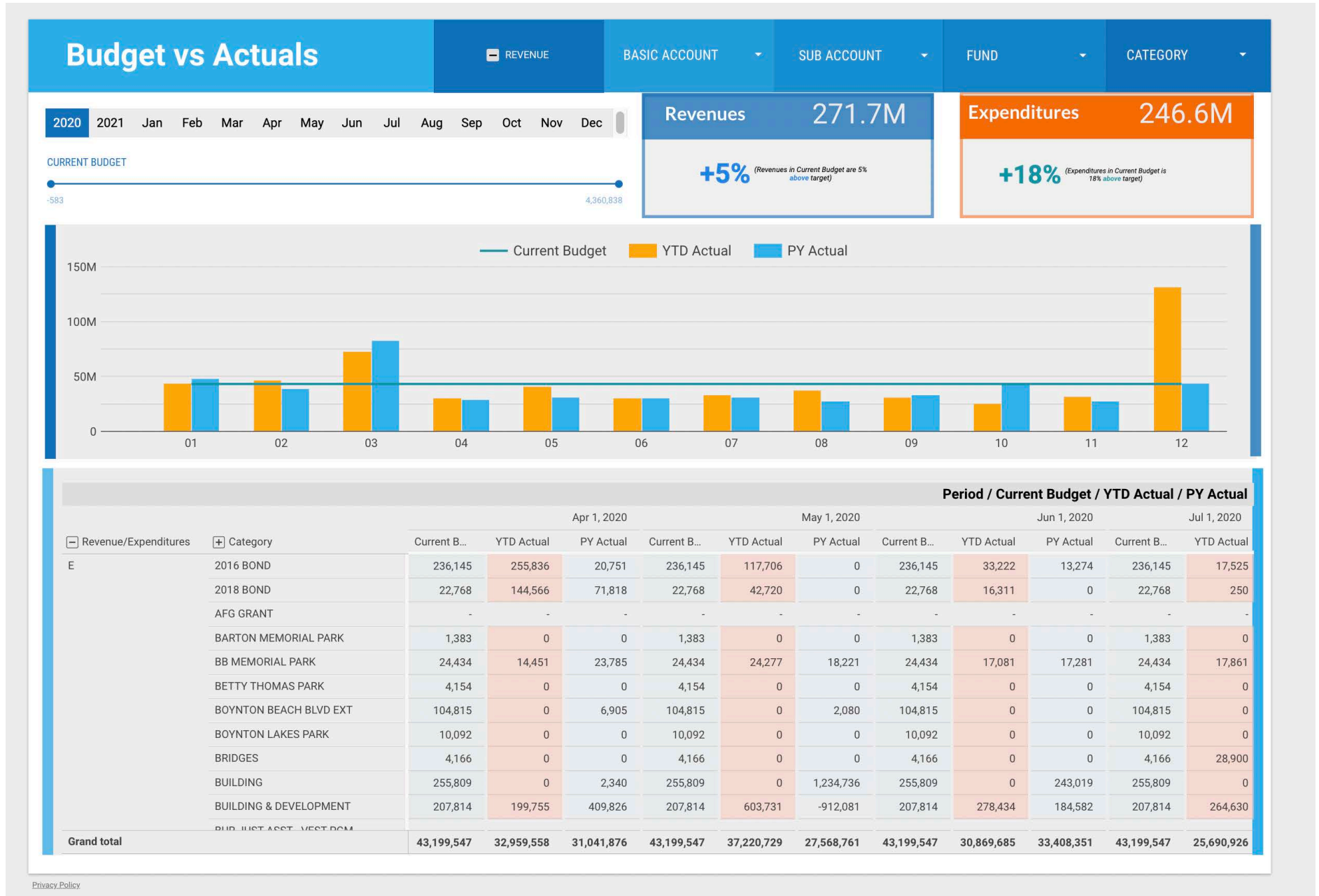
- Supports frequent imports of data from Pelorus.

Gravity allows users to trigger the integration of data to be on-demand or based on a predefined schedule. Data files can be loaded as frequently as you like and each time the data is loaded the entire report is automatically updated.

- Creates Budget-to-Actual ad-hoc and canned reports.

Gravity has built in Budget-to-Actual reports, including dollars and percentages, as well as the ability to create custom reports including the budget to Actual data.

Furthermore, Gravity has a Budget-to-Actuals Dashboard which breaks down the budget versus actuals for some key KPI's and metrics (i.e. by department, by time metrics, and/or by fund) Please see an example of a Budget to Actual Report produced with Gravity here:



Personnel Budgeting

- Updates for IRS taxable cap, FICA, benefit plan, etc. changes.

Gravity is able to perform calculations and allocate costs of requested additions to personnel, based on salary data, benefits, and premiums rates including taxable cap and FICA. This data will be incorporated into the requested data.

- All types of employee (FTE, part-time, temporary) calculation by department.

Gravity has the ability to calculate personnel costs and allocate them by fund, department, program, and project. Gravity enables allocation to different accounts for full-time and part-time employees. The budget in Gravity can also be conducted for vacant positions, including benefits estimations for the position.

- Ability to input or 'hard-code' numbers to override based on organization intel not in the system (e.g., an employee budgeted all fiscal year, but we know they are retiring halfway through year or special awards categories that are applied to all departments that don't fit into 'headcount' computations).

Gravity has the ability to edit, code and override the budget data according to the permissions set within the system. Gravity's security model ensures only authorized users can view and/or edit the appropriate data. Gravity provides a three-tiered security model, including application-level security, report-level security, and data-level security. Security settings can be applied by user and/or by role and managed in real-time by system administrators.

Furthermore, Gravity's HR budgeting module contains 'Date from' and 'Date to' fields to allow position budgeting for part of the year.

- Every layer of cost, individual benefits automatically calculated.

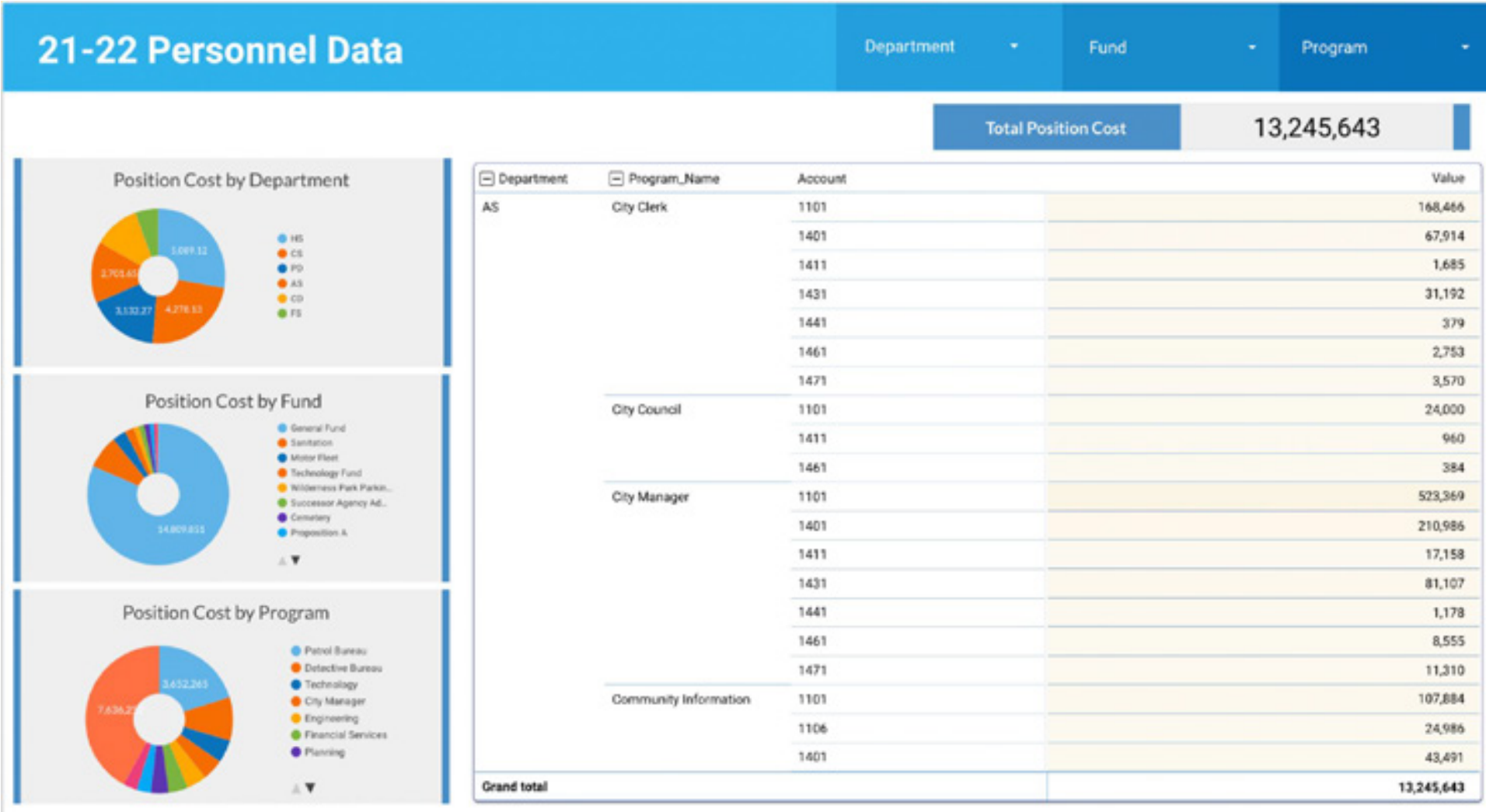
Gravity allows users to upload salary components data, such as premiums, benefits, pension data, etc., by using its comprehensive ETL services, which convert data from different data sources into a structured database that is used by Gravity for calculating the personnel costs and allocating them.

Gravity's HR forecasting enables the user flexibility of applying different changes in the headcount, calculating retirements, cancellations of positions, COLA adjustments, changes in the benefits and other expected changes in the budget.

- Dashboard monitoring of salaries, benefits, frozen positions, and vacancies.

Gravity provides a robust software with a full set of reports and dashboards to easily show personnel costs and scenarios. Each employee's compensation is calculated in detail to the applicable cost-element, position, labor group, department, etc. Multiyear scenarios can be created, and easily ported to line-items in your Operating Budget.

Please see an example of a Personnel Data Dashboard here:



- Scenario creations, overtime, holidays, workers compensation and employee trend analysis per person.

Gravity provides a robust software with a full set of reports and dashboards to easily show personnel costs and scenarios with trend analysis. Each employee's compensation is calculated in detail to the applicable cost-element, position, labor group, department, etc. Multiyear scenarios can be created, and easily ported to line-items in your Operating Budget.

- Streamlines position requests process from department heads and includes them in the plan.

Gravity is capable of updating positions during the budgeting process. Position requests sent by the departments can be accepted, modified, or rejected by the approvers on the next level. The departments will be able to see the changes in a report that show the requested personnel compared to the approved personnel.

- Able to accommodate multiple effective dates for salaries and benefits, i.e. annual anniversary date, midyear, etc.

Gravity is able to accommodate multiple effective dates by including 'Date from' and 'Date to' fields to allow position budgeting for part of the year.

- Generation of position headcount and FTE reports (bi-weekly) and ability to input current excel documents into the program.

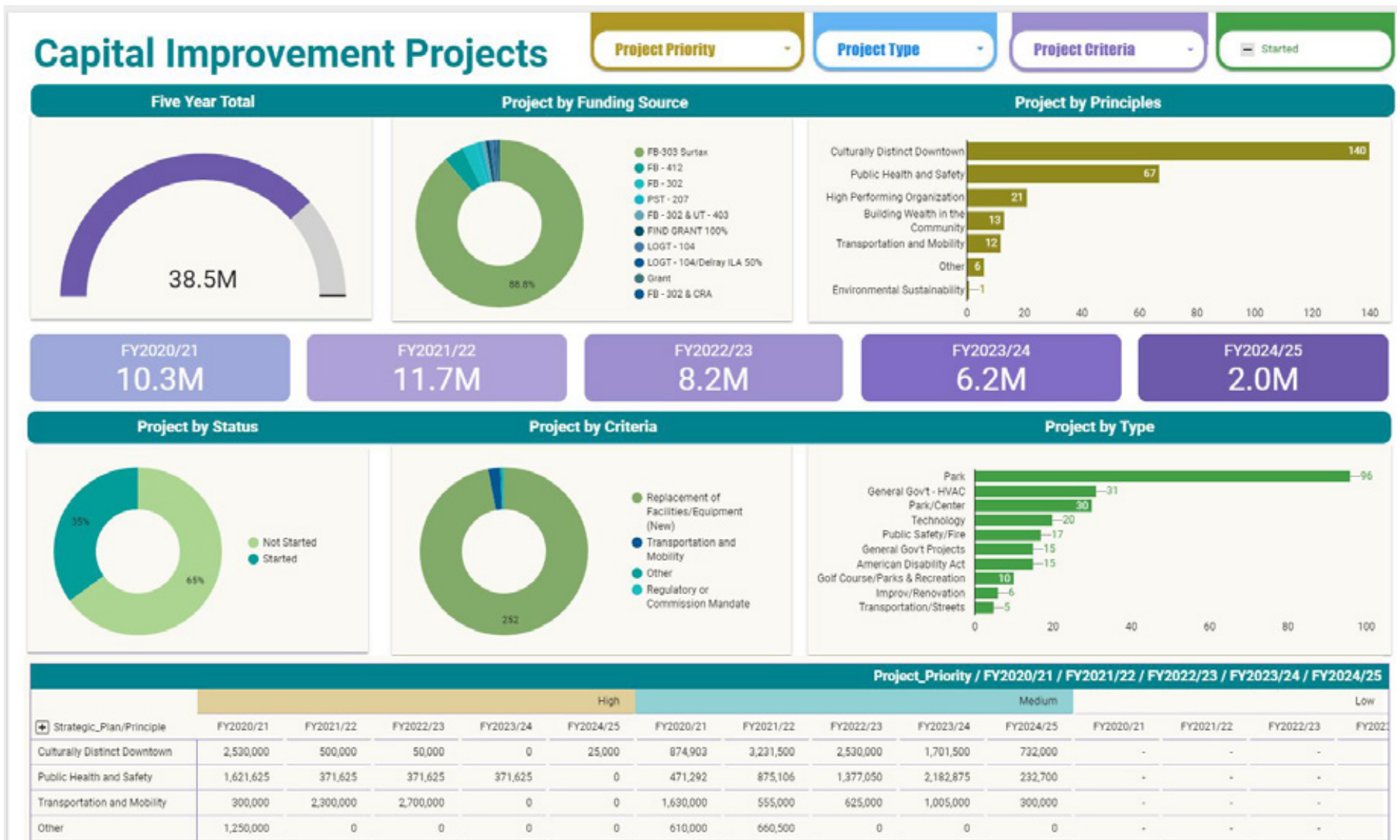
Gravity's HR forecasting enables the user flexibility of applying different changes in the headcount, calculating retirements, cancellations of positions, COLA adjustments, changes in the benefits and other expected changes in the budget and is able to report on these changes. Gravity enables the easy import and export of data in a variety of file formats, including CSV, TXT, XLS, and other formats.

Capital Budgeting

- Automated workflows that collect, organize and present capital requests in an intuitive dashboard.

Gravity has the ability to configure custom workflow schemes. Each workflow status can be customized to allow users or groups to have edit, comment, or view-only rights. Gravity has review/approve within the standard workflow, furthermore IGM will create customized system workflows according to the City's budgeting process. Departments would have the ability to tag or designate certain accounts to one or multiple programs or initiatives for tracking and reporting purposes. As the data is imputed, Gravity will analyze and create a summary table to showcase the provided information.

Please see an example of a Capital Improvement Dashboard here:



- Built-in web-based templates to create customized capital request forms and scenario planning tools.

Gravity project templates empower you to easily create, update and maintain your multi-year capital improvement plan. The first year(s) capital budget is automatically integrated with the overall budget summary, along with each project's related impact on operating revenues and expenses.

- Allows for collaboration with contributors directly in the budget – with an audit trail that is automatic.

Multiple participants in different departments can collaborate in the budgeting and reporting process, working independently while ensuring that proper controls and approvals are in place.

- Allows for producing professional, website-based project pages to share with the public.

IGM's Open Data solution is completely customizable to allow for the City's branding, logos and color schemes. Please see an example here: <https://eustis.opendata.report/projects/capital-improvement-plan>

- Ability to filter by department, funding source, and request type.

All the budget data and requests within Gravity and can be filtered utilizing the data file hosted within Gravity.

- Creates unlimited multi-year scenario plans to optimize capital utilization.

Gravity has the ability to run several scenarios for each year and create projection scenarios for multiple, unlimited number of years.

- Scores and ranks capital requests based on custom criteria to prioritize requests.

Gravity is a flexible software that enables the scoring and ranking of capital requests based on predefined criteria. A more detailed process can be shown in our demonstration upon request.

- Includes a robust capital improvement portal to communicate projects internally and externally.

IGM Open Data's comprehensive solution helps agencies of all sizes drive accountability, including capital projects, to make data more useful, engage the public, and promote strategic objectives. Users can drill down to the line items details, on demand and select which information is shared internally and externally.

Transparency

- Turnkey, website-based solution that is pre-populated with state-available data using dynamic infographics.

Gravity is capable of providing a website-based solution that will use data from public websites that support APIs and incorporate it into Gravity's data.

- Customize-able to Heber City with charts, department pages, and commentary.

IGM's Open Data solution is completely customizable to allow for the City's branding, logos and color schemes. The City would be able to choose which charts, pages and narratives are available to the public.

- Allows for adding Entity specific narrative to the financials and personnel sections.

IGM's Open Data solution is completely customizable and allows for the City to add narrative sections and comments to the financial, personnel, or any section within the budget data.

Additional Information

7. How does your product interact with Pelorus report uploads and how frequently can the System update with new data? We need timely updates during the budget season when trying to balance.

Gravity Integration Services facilitate a seamless connection to a wide range of data sources including Pelorus, or any ERP system. This allows the import of general ledger, budget and other data as required. It integrates with salary and HR applications and incorporates relative encumbrances, order in process and any other open commitments. Additionally, Gravity allows users to trigger the **integration of data to be on-demand**.

Gravity can extract, load and transform any data file and perform data assurance while it is being loaded so the data is fully validated before it rolls into Gravity's financial model. The validation dashboard displays any abnormalities within the data and provides information on which accounts, funds and other data sets have been loaded into Gravity.

Gravity also uses batch file exchange to interface with other systems. Gravity has an easy-to-use interface that provides the users the ability to import data into Gravity and export data from Gravity in a variety of file formats, including CSV, TXT, XLS, and other formats.

8. What other jurisdictions near Heber City (50 min. east of Salt Lake City) are using your software with Pelorus as well?

Gravity is used in the State of Utah by Utah County, Weber County, the City of Orem and Alpine School District. Gravity also has several customers that are using Microsoft D365 as their ERP system, including Prosper Portland, and many customers that are using Microsoft Great Plains.

9. What products of yours are these other "Pelorus" entities using?

Gravity's reporting module.

10. One thing to measure is what would be the ROI on staff time with this program? Would it duplicate work we are doing because it is so different from our current process that it would take a long time to comprehensively understand?

Gravity's budgeting solution provides data collection templates to make it easy for multiple users across the organization to participate in the budget process. Gravity enables users to enter data and have this data rollup according to your specific hierarchical structure. Gravity makes it easy to migrate from a MS Excel based process or an insufficient process in the ERP system to the cloud, automatically converting spreadsheets and data to cloud based data entry templates. These features reduce training costs and enhance user adoption, streamlining the budgeting process with appropriate controls and procedures. With Gravity's automation capabilities, our clients see a time savings of 60% to 70% compared to their previously manual processes.

Gravity can be integrated with Pelorus and this integration will ensure data integrity and that the work will be done only once and the City will have only one source of truth.

11. What is the skill level needed to use your software? e.g., budget users may not be as skilled with software as others.

Gravity is an intuitive, template-based system that can be customized for the users' needs. The technical level of expertise that is required for using Gravity is usually being familiar with Microsoft Office products and having understanding of web browsers.

12. Can the data in the System be rolled over to subsequent years, so we don't need to reload all personnel aspects each year?

Yes, Gravity's roll-forward capability enables users to retain all data from previous years' templates.

The rollforward process takes current year's data and shifts all the numbers one year forward. Gravity's enhanced set of validations and validation dashboards show the discrepancies between the uploaded data and the data in last year's financial statements. One of the first stages of the project will be replicating the City's last year's reports and then rolling them forward. Gravity's multi-dimensional financial module can provide automatic calculations and allow for calculations, such as the percentage increases, using a dedicated calculation engine.

Cost Proposal



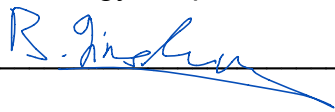
ATTACHMENT B – COST PROPOSAL
FINANCIAL BUDGET PLANNING SYSTEM/SOFTWARE

For the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Services as stated in the Request for Proposal documents shall be a lump sum, as follows:

Description	Cost
1. Operating Budget	\$8,000
2. Transparency Software	\$4,000
3. Capital Improvement Budgeting Software	\$8,000
4. Personnel Budgeting Software	\$8,000
5. Budget Book Software	\$8,000
6. Forecasting & Analysis	\$3,000
7. Implementation, Training and System Support	\$17,000
Total Amount of Proposal	\$56,000

Attach technical specifications for all proposed materials as outlined in the Offeror's Responsibilities section of the RFP.

Firm Name IGM Technology Corp

Authorized Signature  Date Sept 15, 2023

Pricing notes:

The prices stated in this cost proposal are applicable solely when acquiring all modules included within the proposal. If any modules are excluded, a revised quotation will be necessary.

Software services includes licenses for up to 20 named users and all software maintenance, updates and upgrades throughout the standard licensing term.

The maximum annual percentage increase on software services is 5%.

The first year's software services fees and the one-time implementation fees are to be paid net net 30 days after the agreement effective date. Starting the second year, software services fees are to be paid net 30 after the renewal date.

API Integration with Pelorus is available with an annual rate of \$1,500.

All prices are in USD.



Software Proposal

In Response to Request for Proposal - Financial Budget Planning System/Software

RFP DEADLINE

September 18, 2023

PREPARED FOR

Sara Nagel, CPA
Finance Director
Heber City Corporation

PROPOSAL CONTACTS

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OUR MISSION

We Create Easy-to-Use Software to Help Governments Budget Better

**NACo endorses ClearGov Budget Cycle Management as the
budgeting solution of choice for local governments.**



"ClearGov's commitment to modernizing the government budgeting process with affordable, easy-to-use software has saved counties countless hours by streamlining and automating the annual budget process. After our rigorous evaluation process, we are pleased to share ClearGov's innovative solutions with our members."

Paul Terragno
Financial Services Center Managing Director,
NACo

September 18, 2023

Sara Nagel, CPA
Finance Director
snagel@heberut.gov
Heber City Corporation
75 North Main, Heber City, UT 84032

Dear Sara,

We are pleased to provide you and your team at Heber City Corporation (the Entity) with the attached proposal in response to your department's Financial Budget Planning System/Software RFP for your consideration.

Based on our review of the budgeting requirements outlined in your RFP, it is our understanding that you are looking for a solution that will enable the Entity to build your annual budget - including the Operational Budget, Personnel Budget and Capital Budget - in a collaborative manner and present your proposed and/or final budget information online via a digital budget book.

I am pleased to confirm that the ClearGov platform delivers on all of these requirements, as detailed in the following proposal. Our mission at ClearGov is to create easy-to-use, modern software that helps local governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for governments like Heber City.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,



Bryan A. Burdick
ClearGov, Inc., President and Co-Founder

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Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that every local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our understanding of the Entity's Scope of Services detailed in the RFP, we are proposing the following ClearGov solutions:

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of local governments to streamline the budgeting process.
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Provides visual dashboards for all funds summary and budget to actuals
- Enables end-of-year projections and fund balance analytics

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ClearGov Transparency

- Transforms complex government financials into easy-to-understand infographics
- Publishes fiscal information in a uniquely compelling way that drives understanding and support throughout your community
- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Implementation Plan

You will be assigned an Implementation Manager (IM), who will develop a plan to get your team up and running that is based on your specific goals and timeline. The ClearGov Onboarding Process will have a big impact on your overall success with our platform, and as such, it is a team effort between you and ClearGov that includes three key components:

General Ledger Data Mapping

- A ClearGov Data Onboarding Consultant will format, upload and map your financial data (i.e. revenue and expense data). Your role is to provide us with a complete set of data files as well as guidance on how you would like to view the data, and to review and provide feedback along the way. This is the most important onboarding step as it enables the full use of the budgeting applications.

Training

- Our products are designed to be intuitive and easy to use, but ClearGov provides a robust set of self-directed training resources, as well as custom workshops to share best practices and help you get the most from our solutions.

Configuration

- Once trained, you can easily configure the ClearGov platform to meet your specific needs - for example - by customizing capital request forms; creating wage schedules; selecting the panels to include in your Transparency Center; etc.

Timeframe

- We have learned that different customers have different priorities, so the onboarding process usually takes between 60 - 90 days. If you have a specific deadline, please let me or your Implementation Manager know, and we'll get back to you quickly to let you know if it's possible, as well as what needs to happen - by when - to achieve that deadline.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for the Entity, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Heber City into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



CLEAR AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



COST EFFECTIVE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

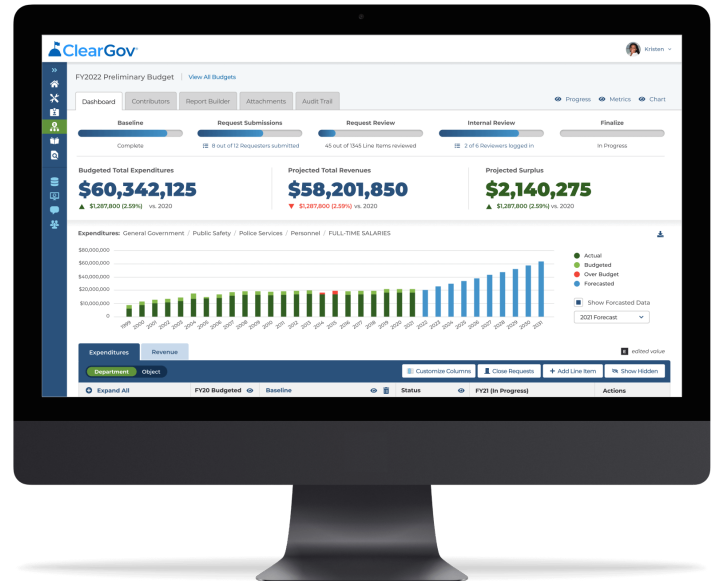
Our goal is to delight our customers with unbeatable value in everything we do.

Operational Budgeting

Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting, forecasting and fund balance modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



[Watch a 5 minute micro-demo here](#)

✓ **Budget Dashboard**

✓ **All Funds Summary**

✓ **Automated Audit Trail**

✓ **Budget to Actuals Charts**

✓ **Unlimited Budgets**

✓ **Departmental Collaboration**

✓ **End of Year Projections**

✓ **Integrated Report Builder**

✓ **Fund Balance Metrics**

✓ **Multi-Year Forecasting, and more...**



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

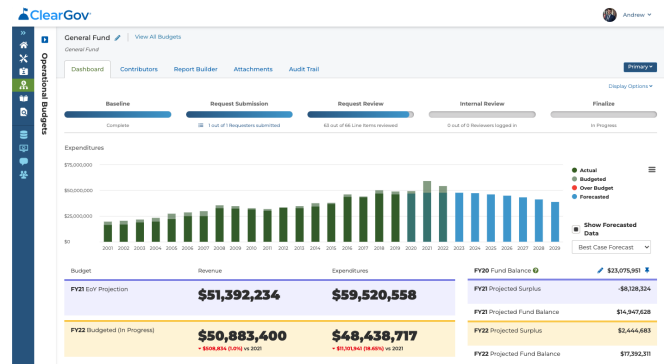
Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000



Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.

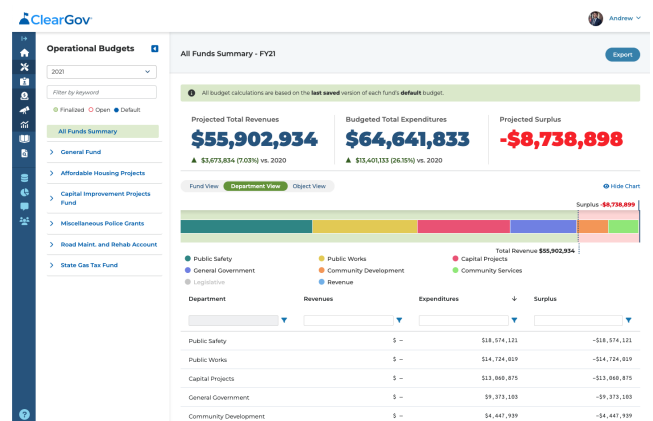
- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.



All Funds Summary

With ClearGov's automated All Funds Summary dashboard, you can easily review your holistic budget. No more switching between spreadsheet tabs or scrolling screen by screen to get the full picture.

- **Automated Summary:** View your budget across all funds via an interactive, visual dashboard.
- **Toggle Your Views:** Filter and sort functionality is built-in. You can toggle your view by fund, department or object.
- **All Funds Summary Export:** Online collaborators will have access to the All Funds Dashboard, and with one click, you can export a full report to Excel, CSV or PDF.





End of Year Projections

As your fiscal year progresses or as the fiscal year-end approaches, your collaborators can submit end-of-year projections. ClearGov automatically updates your projected fund balances to help you make more informed decisions for next year's budget.

	FY20 Projected	FY21 (In Progress)	FY22 Forecasted
Public Safety	\$18,437,833.00	\$0.00	\$18,449,120.00 -0.62%
Police Services	\$18,437,833.00	\$0.00	\$18,449,120.00 -0.62%
Capital Outlay	\$0.00	\$0.00	\$0.00 n/a
Personnel	\$118,978.00	\$0.00	\$118,978.00 0%
Operations and Maintenance	\$221,291.00	\$0.00	\$232,558.00 -1.31%
INCENTIVE PAY	\$0.00	\$0.00	\$0.00 n/a
MEMBERSHIPS & DUES	\$500.00	\$0.00	\$282.00 -50%
TRAINING & EDUCATION	\$0.00	\$0.00	\$20.00 -99.78%
FY20 Fund Balance	\$18,267,038.00	\$1,500.00	\$1,500.00 149980%
FY20 Proj. Surplus	\$31,214,636.00	\$0.00	\$0.00 n/a
FY20 Proj. Fund Balance	\$49,481,674.00	\$1,500.00	\$1,500.00 0%
FY20 Proj. Surplus	-\$8,148,424.00	\$30,300.00	\$30,300.00 0%
FY20 Proj. Fund Balance	\$41,333,250.00	\$0.00	\$0.00 -100%
SUBSCRIPTIONS & BOOKS	\$0.00	\$0.00	\$0.00 n/a
UNIFORMS	\$18,100.00	\$0.00	\$18,100.00 0%

- **EOY Collection:** Seamlessly include an “End-of-Year Projection” column in your budget workspace. Default to previous year’s numbers or zero-balance.
- **Fund Balance Analysis:** Utilize interactive charts to give your finance team new perspectives and insights on your projected Fund Balances.
- **Pin Your Chart:** Your collaborators can pin their fund balance chart to their workspace to see live updates as they work through their budget requests entry.

Why does the Entity need this?

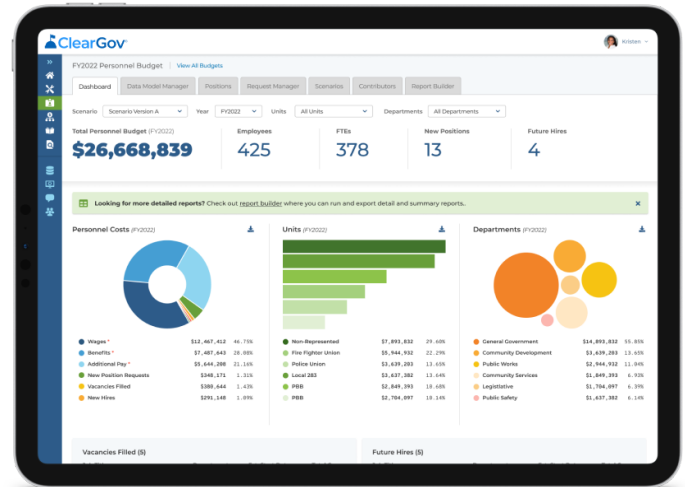
- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.
- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.
- **Free up time and resources:** Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.
- **Make better budgeting decisions:** ClearGov’s dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.
- **Plan for the long term:** Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for “best case” or “worst case” scenarios.
- **Identify areas of potential overspend/prevent waste:** With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

Personnel Budgeting

Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.



[Watch a 5 minute micro-demo here](#)

✓ **Personnel Dashboard**

✓ **Union Negotiation Planning**

✓ **Position Request Manager**

✓ **Multi-year Position Budgeting**

✓ **Vacancy Planning**

✓ **Integrated Report Builder**

✓ **Unlimited Scenario Planning**

✓ **And more...**



"The more we work in ClearGov, the easier it gets. We first bought Transparency, and then subsequently added Digital Budget Book several months later. Now, we are planning to upgrade to the full suite this spring so we can use Operational Budgeting, Capital Budgeting, and Personnel Budgeting for our next budget cycle. The ClearGov team has been amazing to work with."

Linda Watson
Finance Director
Paige, AZ
Population: 7,375



Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.

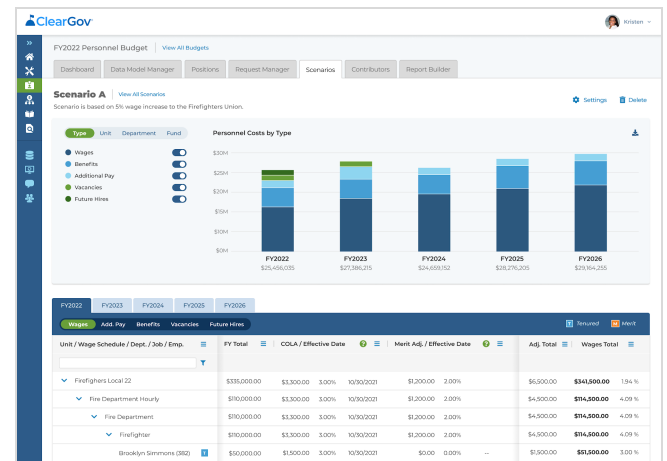
- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.
- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.
- **Request Manager:** Manage all new position requests from one table. Easily see the details of each request, add comments for the requester, and take other actions on the request. Requests can be included in scenarios to see the impact of new positions as you build your personnel budget.



Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.

- **Data and Rules Manager:** Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.
- **Scenario Planning:** Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.
- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.
- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.

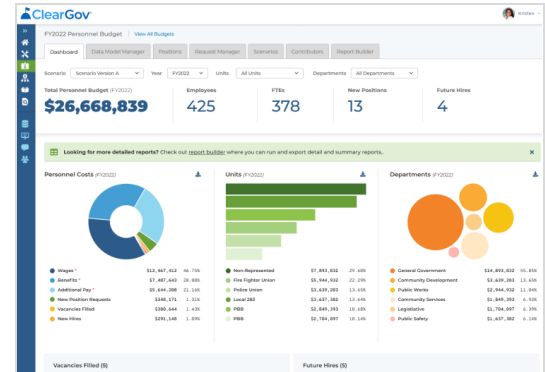




Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.

- **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.
- **Report Builder:** Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.



Why does the Entity need this?

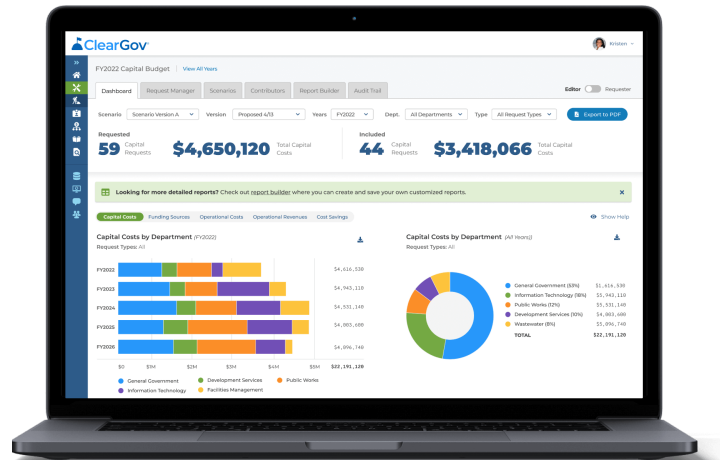
- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- **Accurate forecasts:** More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

Capital Budgeting

Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.



[Watch a 7 minute micro-demo here](#)

✓ Capital Budgeting Dashboard

✓ Unlimited Contributors

✓ Capital Request Manager

✓ Project Request Templates

✓ Request Scoring & Ranking

✓ Integrated Report Builder

✓ Unlimited Scenario Planning

✓ And more...



"Our CIP team absolutely loves the capital budgeting product. They love the fact that they can import our projects into it, and we can show our citizens this information. We are going to use the Transparency pages so that our citizens can get updates on our projects."

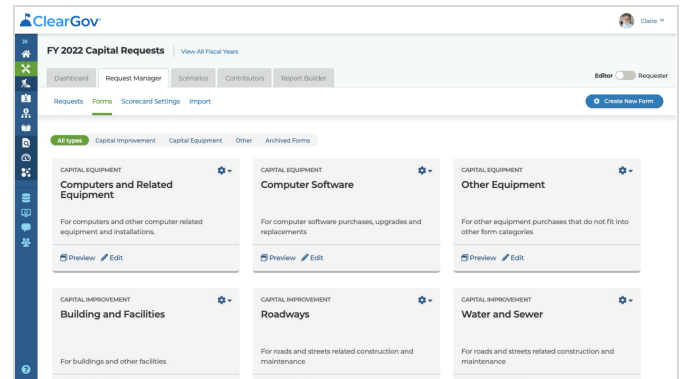
Christin Lindsey
SR Budget Analyst
Pflugerville, TX - City
Population: 61,700



Capital Requests

The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

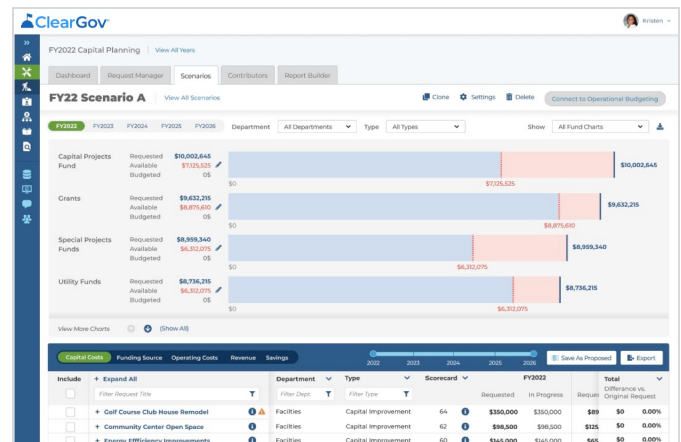
- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard.



Scenario Planning

All capital request data is automatically integrated into the Scenarios functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Scenarios makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

- **Unlimited Scenarios:** Easily create, analyze and compare multiple scenario plans to propose and optimize your capital budget - both near and long term.
- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.

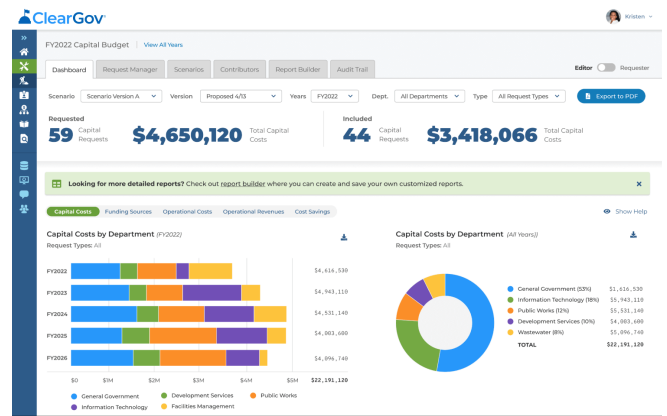




Capital Budgeting Dashboard

The Capital Budgeting dashboard centralizes everything you need to plan and present your budget and provide deeper insight into capital requests. Use filters to visualize the data from multiple angles while you review capital costs, funding sources, operational costs, cost savings and project revenue.

- **Robust Filtering:** Immediately see the impact of capital requests on your budget from multiple angles. Filter your dashboard by department, year, request type and more.



- **Auto-generated graphs:** View your capital budget data with auto-generated charts that can be downloaded instantly to be used in presentations or shared with stakeholders.
- **Analyze Requests:** Easily click on a request to drill down into the details to see pictures, attachments and a cost breakdown.

Why does the Entity need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

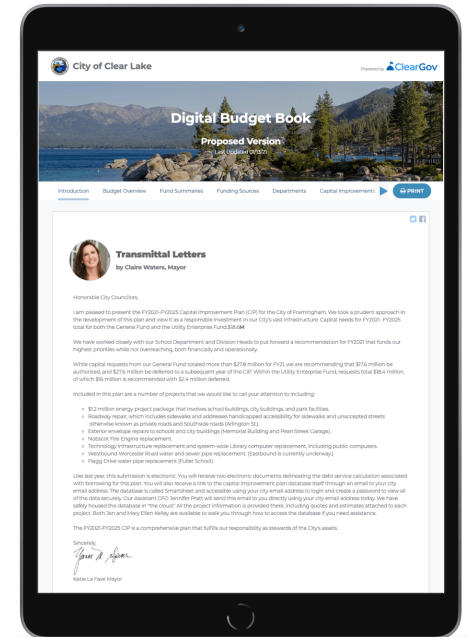
Digital Budget Book

Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

[Watch a 5 minute micro-demo here](#)



- ✓ Automated Fund Summaries
- ✓ Capital Improvements Inclusion
- ✓ Department Specific Pages
- ✓ Automatic Data Updates
- ✓ Collaborate and Customize
- ✓ Automated Workflows
- ✓ Built-in GFOA Best Practices
- ✓ And more...



*"We are proud to have won a GFOA award for our latest budget book that we created with ClearGov's Digital Budget Book. One GFOA reviewer even gave us an **Outstanding** rating for Document-wide Criteria and noted: 'The new software they have implemented is great. Graphics, charts, formatting: all exceptional. Outstanding as a communication device.' We are thankful to ClearGov for all of their support throughout the process."*

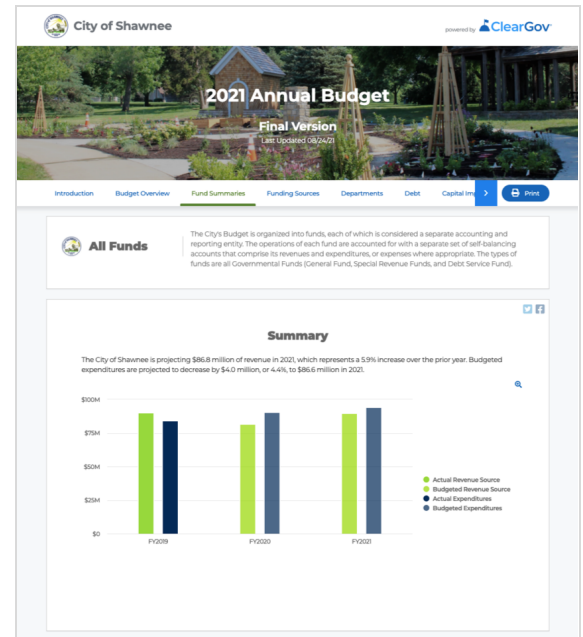
Janet Holman
Financial System Manager
Montgomery County, OH



Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

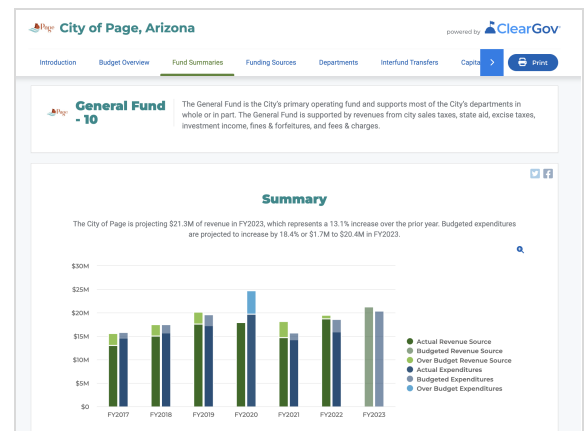
- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices



Auto-generated Charts, Graphs and More

ClearGov automatically generates charts, graphs, and Fund Summary pages using your budget data - giving you a profound head start in content creation.

- **Page creation:** Fund Summary pages are pre-built with easy-to-edit template panels. Simply add narrative to the panels to tell your story.
- **Pre-populated:** Fund Summary pages are pre-populated with revenue, expense, and historical data so you don't have to enter it manually.
- **Auto-generated graphs:** Pages include compelling, colorful graphs to complement the data and to help visualize the numbers for each section of your budget. All your graphs and data are auto-updated if you change the numbers.



Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

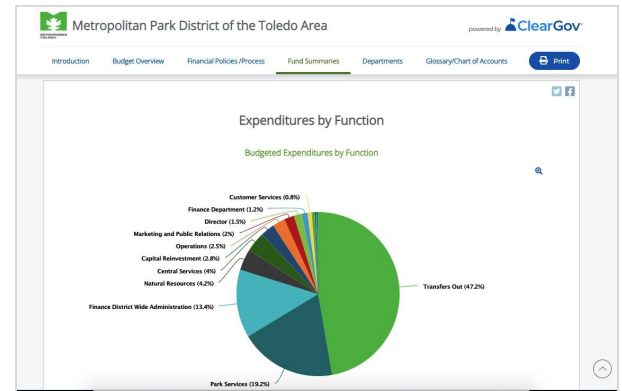
- [El Mirage, AZ Digital Budget Book](#)
- [Shawnee, KS Digital Budget Book](#)
- [Woodbridge, CT Digital Budget Book](#)
- [Yuma County, AZ Digital Budget Book](#)
- [Sussex County, DE Digital Budget Book](#)



Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget Book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.
- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.



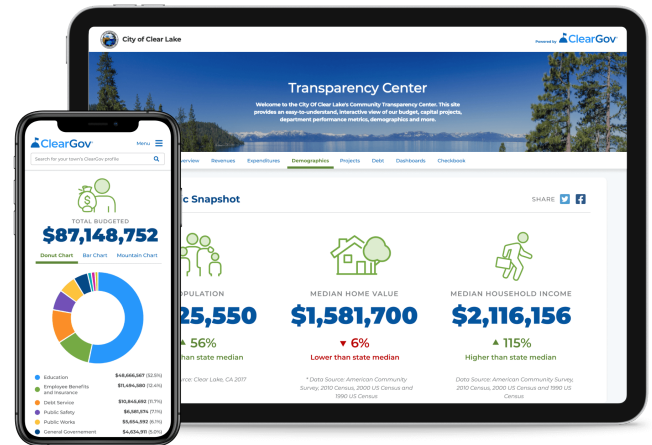
Why does the Entity need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

Tell Your Story

Tell your financial story using our simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals and results in a way that informs and engages your community.

ClearGov Transparency is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages and department dashboards ClearGov Transparency helps you tell your story and show your work.



[Watch a 5 minute micro-demo here](#)

✓ **Fiscal Transparency**

✓ **Open Checkbook**

✓ **Department Dashboards**

✓ **Performance Metrics**

✓ **Peer Comparison**

✓ **Capital Project Pages**

✓ **Custom Chart Builder**

✓ **And more...**



"We have received nothing but positive feedback from the public on our new ClearGov Transparency profile. It has helped us communicate our financials in a user-friendly and interactive way."

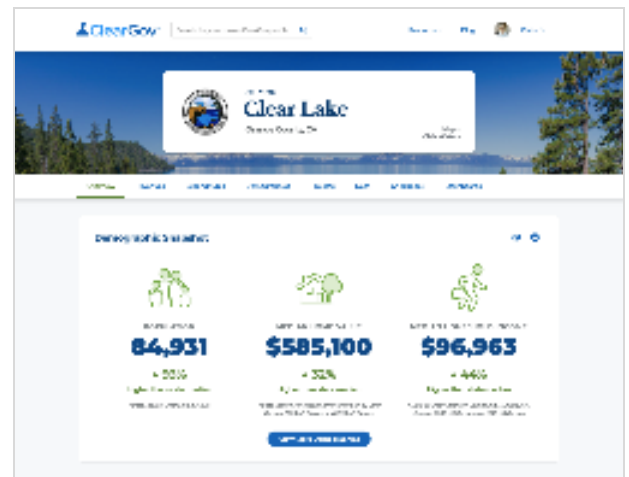
John Frye
Financial Services Director
Pinehurst, NC
Population: 15,580



Financial Transparency

Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

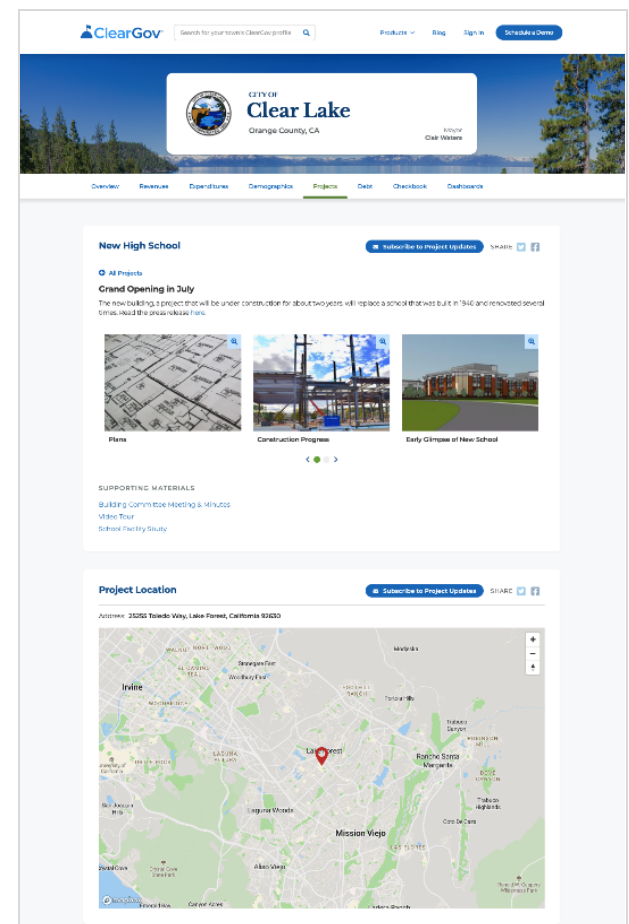
- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.
- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.
- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.
- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.



Capital Project Communications

Keep citizens in the loop with key data and updates about all of your key projects. Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location. If you're also using ClearGov Capital Budgeting you can publish capital requests from department heads directly to project pages in just one click.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.



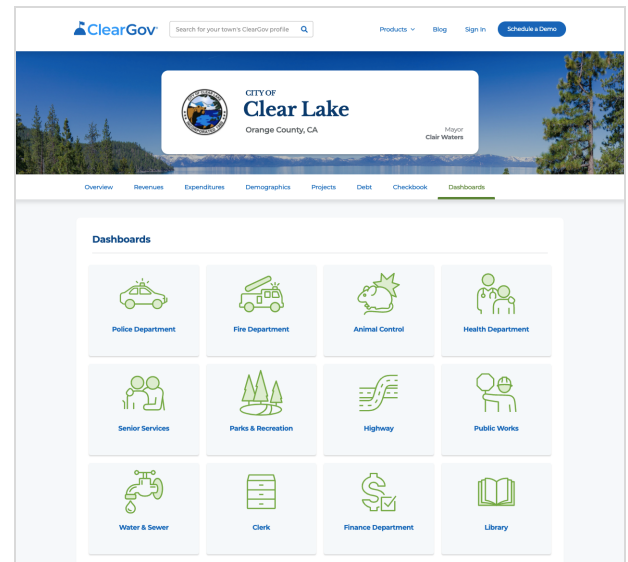


Department Dashboards

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.

ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.
- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.
- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.



Why does the Entity need this?

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.
- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.
- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.
- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.
- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.



ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables the Entity's team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
Create Forecasts: Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
Create Budgets: Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
Export Budgets to ERP: Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file



ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables the Entity's team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Personnel Request Forms: Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
Personnel Data Import: Import personnel and position data into your personnel plan.	Unlimited positions and personnel
Personnel Scenario Planning: Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning



ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables the Entity's team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Capital Request Forms: Create forms for your contributors to submit capital requests.	Unlimited capital request forms
Capital Request Imports: Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
Capital Scenario Planning: Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning



ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables the Entity's team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
Capital Request Forms: Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
Digital Budget Books: Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
Digital Budget Book Pages: Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
Printed Budget Books: ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



ClearGov Transparency - Product Scope

Once your data has been onboarded, ClearGov Transparency enables the Entity's team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your Client Success Manager will provide advice and suggest best practices to help you optimize your ClearGov Transparency implementation.

Description	In Scope
Project Pages: Create and publish website-based Project Pages to communicate capital projects and other community projects. Share project status, milestones, timeline, budget and other updates with your constituents.	Unlimited Project Pages

Department Dashboards: Using ClearGov's easy to learn and intuitive toolset, including custom charting, you can create Department Dashboards to communicate key performance metrics to your constituents.	Unlimited Department Dashboards
Transparency Profile Launch: Promote your transparency profile to residents through a press release, your website and social media.	ClearGov provides a release template and a customer banner for your Website.
Data Updates: You may regularly update your financial data at your discretion by sending new files to ClearGov. For example, you may post current FY budget and update periodically with actual spending.	You may provide monthly, quarterly (recommended) or annual updates for budget data. Open Checkbook data can be uploaded weekly.

Overview

The ClearGov onboarding process is designed to activate and set up your ClearGov solution. We have designed the process to be as straightforward as possible. Yes - there are some things you'll have to do, but the effort is likely to be much less than other robust software implementations you have experienced in the past. With your specific goals and budget timeline in mind, your Implementation Manager will develop a plan and guide you through what needs to be done to get you and your team up and running. The Implementation Manager will work with you and ClearGov's internal experts to achieve onboarding milestones.

It is important to note that the onboarding process will have a big impact on your long-term success with ClearGov and as such, it is a partnership with both shared and individual responsibilities. Rest assured that your Implementation Manager will keep you informed about progress and next steps along the way. Our job is to help you maximize the benefits you receive by using the ClearGov platform.



"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Roles & Responsibilities

Effectively and efficiently completing the onboarding process requires a small group of people - from both ClearGov and Heber City - with specific roles and responsibilities, as follows. NOTE: For some customers, one person may play multiple roles.

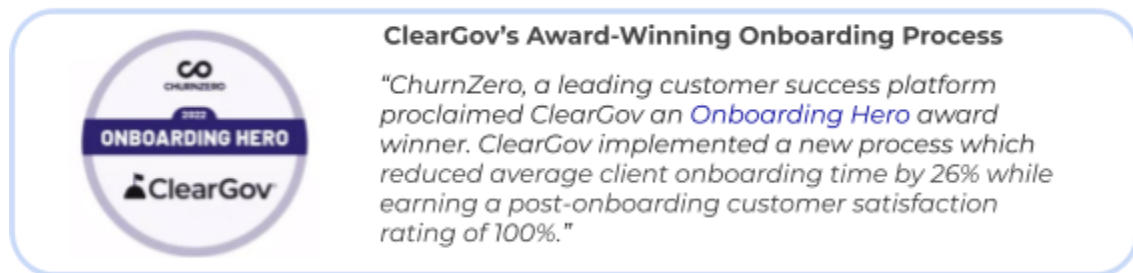
Heber City Team

- **Executive Sponsor:** Champions the implementation and rollout of ClearGov inside the Entity. Removes roadblocks and acts as the escalation point if the onboarding process stalls.
- **Primary Contact:** Go-to person at the Entity who is the main liaison with ClearGov's Implementation Manager. Responsible for scheduling meetings and ensuring the right people from the organization attend.
- **Data Exporter:** The person responsible for exporting financial data from your ERP / Accounting System and providing Account ID structure information.
- **Data Reviewer:** The person responsible for reviewing and approving data maps and how your data displays within the ClearGov platform.

ClearGov Team

- **Implementation Manager (IM):** Overall Project Manager for onboarding. Responsible for driving meetings as required and guiding you through the onboarding process. Ensures alignment with what needs to be done and who needs to do it.

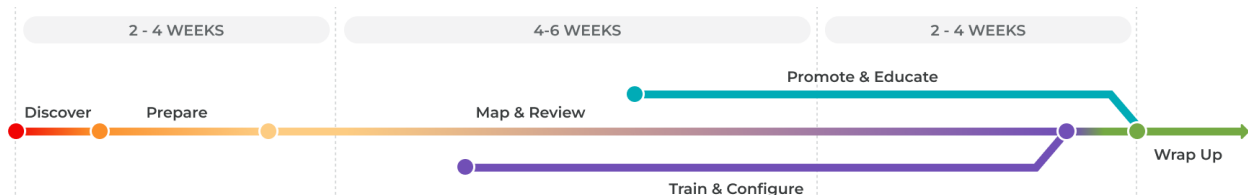
- **Data Onboarding Consultant (DOC):** ClearGov's DOC team is made up of **former local government finance officials**, so they have been in your shoes. Your DOC is responsible for uploading and categorizing your financial data. They will work closely with the Data Reviewer to complete data mapping.
- **Training & Enablement Specialist:** A ClearGov team member who is deeply familiar with ClearGov products and has developed on-demand educational material available in ClearGov's Support Center. This person will lead training workshops as necessary for users.
- **Client Success Manager (CSM):** Once your onboarding process is complete, you will be introduced to your Client Success Manager, who is responsible for making sure you achieve your objectives and have ongoing success using the ClearGov platform.
- **ClearGov Support Team (support@cleargov.com):** Everyone on this team understands how ClearGov products work and can answer questions to help you complete a task. The ClearGov Support team is available for technical assistance for all ClearGov customers.
- **ClearGov Data Team (data@cleargov.com):** The ClearGov Data Team is responsible for adding new or updating existing data after the initial onboarding is complete. NOTE: **Most members of our Data Team are former financial officials as well.**



Data Onboarding Timeline

We have successfully onboarded hundreds of local governments, so we know that different organizations have different objectives and deadlines. Some of our customers want/need to implement as quickly as possible and make ClearGov their #1 priority. Other customers take a more relaxed approach and fit us in among other projects. As a result, the onboarding process typically stretches across 60 - 90 days, which allows enough time for us to collaborate and complete the important tasks mentioned in the next section.

Typical Onboarding Timeline



IMPORTANT - Meeting Your Deadline: We are happy to work at whatever pace fits your needs, and we recognize that in certain circumstances, you may require an expedited onboarding process. If you have a specific deadline in mind, please inform your Account Executive or Implementation Manager as soon as possible. We will do our best to meet your deadline (we don't miss many of them), and we'll let you know exactly what we need from you - and when - in order to hit your objective.

Data Onboarding Phases & Tasks

The onboarding process has six phases, as outlined below. Some of these phases overlap and can occur concurrently to reduce the duration of onboarding. Furthermore, once your product subscriptions are activated you are able to use the product(s) immediately to complete various setup & customization tasks while the financial data you provided to ClearGov is being uploaded and mapped.

Phase 1: Discover

The Discover phase is the initial period when you and ClearGov develop a shared understanding of your goals, specific data requirements & structure, budget cycle timeline, and onboarding plan. Depending upon schedules and availability, the Discover phase - in conjunction with the Prepare phase - usually lasts 2 to 4 weeks, starting when you sign the ClearGov service order and your Account Executive connects you with your Implementation Manager. The Implementation Manager is the person who is responsible for overseeing the onboarding process and ensuring both you and the ClearGov team are on track to meet key milestones.

The key objectives during the Discover phase include:

- **Share Goals:** During the Kickoff call, your Implementation Manager will review and verify the goals you discussed with the Account Executive during the sales process.
- **Confirm Key Milestones & Dates:** This information will be used as input to the onboarding project plan and to ensure that everyone has common expectations.
- **Define Launch Requirements:** The Implementation Manager will guide you through exactly what needs to be completed prior to launching ClearGov applications with your organization.

Task	Responsibility	Notes
Product subscription activation	ClearGov	ClearGov will activate your subscription in accordance with the Service Start Date listed in your Service Order. ClearGov will create your initial Client Admin user, who can then access the platform and add additional (unlimited) users as necessary.
Kickoff & Data Discovery calls	ClearGov & Client	The Implementation Manager will schedule two separate 30 - 60 minute Zoom sessions with your team. The first call is to discuss key objectives and the timeline for onboarding. The Client's Primary Contact should attend this meeting and anyone else who would like to be involved. The second is with a ClearGov Data Onboarding consultant to understand your financial data and collect information for categorizing that data. The Client's Primary Contact, Data Exporter, and Data Reviewer should attend this meeting.
Complete Implementation Worksheet	ClearGov & Client	The Implementation Manager will share a worksheet with a few questions to help us better understand your specific needs and timeline.
Assemble teams and resources	ClearGov & Client	Identify and assemble the necessary individuals - on both teams - to participate in onboarding.
Create a detailed project plan with timeline	ClearGov	The Implementation Manager will develop the timeline and project plans and will review these with the Primary Contact.

Phase 2: Prepare

The Prepare phase focuses mainly on helping ClearGov understand how you categorize your financial data and what changes may be necessary in order to display data the way you prefer within the ClearGov platform. During the Prepare phase, we will ask you to export financial data from your ERP or accounting system and provide information on your account code structure.

Task	Responsibility	Notes
Data Onboarding learning path	Client	We will share material to help you understand the ClearGov data onboarding requirements, as well as how certain choices will affect how your data is displayed within our products.
Scope data implementation	ClearGov	We will ask you to verify how many years of historical data you wish to include in the platform along with which budget and actual versions you want to onboard.
Export Financial Data	Client	We will ask you to export financial data from your ERP / accounting system, and we will provide data format requirements.
Provide mapping information	Client	We will ask you to provide guidance about how to categorize line items based on the structure of your Account IDs, i.e. help us understand your Account ID segment codes.
Review and clarify data	ClearGov	ClearGov will review the data files and information you provide and will let you know if we have clarifying questions.

Phase 3: Map & Review

Formatting, uploading, and mapping your financial (i.e. general ledger revenue and expense) data is the most important step of the onboarding process because that data is what enables the full use of our budgeting applications. A ClearGov Data Onboarding Consultant will complete this work while relying on you to provide a complete set of data files and your input along the way. We will need you to attend a few calls, carefully review the mapping and provide timely feedback. It is our goal to make sure your financial data is presented through the ClearGov applications in the way you want.

Task	Responsibility	Notes
Upload and map financial data	ClearGov	We will format and upload your financial (revenue and expense) data and map each line item into categories such as fund, department, revenue source, and objects
Review initial mapping	ClearGov & Client	We will review your initial mapping with you in a Mapping Review call and develop a strategy for you to provide feedback.
Provide feedback and iterate initial mapping	ClearGov & Client	If necessary, we will create a mapping feedback form for you to fill out and return to us. We will make mapping revisions based on your feedback.
Review mapping in-product	ClearGov & Client	We will review how data flows into key product areas and how you can change how your data looks using product settings. If no initial mapping revisions are required, this process can happen in the initial Mapping Review call.
Product-specific settings	ClearGov & Client	During the in-product review, we will discuss how specific product settings can impact the presentation of your data, e.g. Digital Budget Book best practices for creating department pages with a consistent look.

Phase 4: Train & Configure

Administrators can begin learning how to use ClearGov as well as configure non-financial application settings while data is being mapped. We have developed comprehensive courses that will provide you with step-by-step instructions on how to configure ClearGov. Your Implementation Manager will

recommend a custom learning path based on the products you have purchased. The specific tasks required in this phase are outlined in the table below.

Task	Responsibility	Notes
Administrators & editors begin their learning path and explore help resources	ClearGov & Client	Your Implementation Manager will recommend and enroll you in ClearGov Academy courses to help you meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption. Login to ClearGov Academy and begin your learning path, and log in to ClearGov and explore our Support Center resources.
Admin & Editor Workshops	ClearGov & Client	Schedule and complete product workshops, as required. (See note below for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.
Configure non-financial application settings	Client	Complete configurations in selected applications. Some examples: - Select the pages you would like to include in your Transparency Center - Customize Capital Budgeting Forms - Create Wage Schedules in Personnel Budgeting, etc. Your Implementation Manager will provide a comprehensive list of configuration tasks you can complete while your financial data is being onboarded.
Import non-financial data	Client	Import non-financial data such as existing employee information for Personnel Budgeting and capital requests for Capital Budgeting.
Add users to the system	Client	In the User Management application, add all potential users to the system. Adding all users here makes it easy to select the appropriate people when it comes time to request budget input and review.

ClearGov Workshops Overview

ClearGov's products are designed to be easy to use and our learning resources are robust. As a result, you may not need a Workshop for all products. If you want one, here are our guidelines:

- ClearGov will provide a 30-minute Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators and Editors.
- ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is **highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop.**
- All Workshops are recorded for your ongoing reference and team access.

Phase 5: Promote & Educate

ClearGov products are built to foster collaboration during the budget development process. So, we want to make sure your entire team knows how to get the most from our platform.

Task	Responsibility	Notes
Introduce ClearGov to colleagues	ClearGov & Client	Your Implementation Manager will work with you to customize materials (email messaging and supporting materials) to send to key stakeholders in your organization.

Department Heads complete learning paths	Client	Your Implementation Manager will recommend ClearGov Academy courses for your Department Heads and other users of ClearGov based on the products included in your subscription. Your Implementation Manager will also recommend other resources available through our learning center to ensure your Department Heads are set up for success with ClearGov.
Department Head Workshop	ClearGov & Client	Schedule and complete product workshops, as required. (See note above for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.

Phase 6: Wrap Up

With your onboarding process complete, the Entity's team will be well-prepared to build and communicate your budget. At this point, your Implementation Manager will introduce you to the ClearGov Team who will support you, including your Client Success Manager.

Task	Responsibility	Notes
Client Success Manager assigned	ClearGov	ClearGov will assign a dedicated Client Success Manager (CSM). Your CSM will become your primary point of contact to provide coaching, share best practices, and ensure continued success with your ClearGov platform.
Post-Onboarding Review call	ClearGov & Client	Your Implementation Manager will coordinate a call with your new CSM and your Primary Contact to do a final review of any outstanding onboarding tasks as well as to gather your feedback to highlight if any part of the process could have been executed better.
Communicate Support & Data Request process	ClearGov	Your Implementation Manager will provide instructions on how to contact our Support Team if you have questions or run into a technical issue. Your Implementation Manager will also provide instructions on how to submit data uploads or modification requests to the Data Team.

Data Requirements

ClearGov's Onboarding process is focused on getting your most complex data up and running on the ClearGov platform. In a nutshell, this means your financial (i.e. general ledger revenue and expense) data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your IM will let you know what is available based on the accounting/ERP system you use. Your IM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	✓	✓	✓	N/A
Personnel Budgeting	✓	N/A	N/A	N/A
Capital Budgeting	✓	N/A	N/A	N/A

Digital Budget Book	✓	✓	✓	N/A
Transparency	✓	✓	✓	✓

Data Onboarding Detail

Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY budget data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

How much data should we provide?

In short, it depends on which product(s) you plan to use:

- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.
- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **Transparency:** Provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

Company Overview

- ClearGov was incorporated in October 2015 and began designing and developing its initial product (ClearGov Transparency) for local governments. That product was launched nationally at the beginning of 2017.
- Based on the early success of this initial product, ClearGov was able to secure an initial round of venture capital in March 2017 and began to grow rapidly.
- ClearGov launched its second product (ClearGov Operational Budgeting) in late 2018 and a third product (ClearGov Digital Budget Book) in June 2020. The final two components of the ClearGov Budget Cycle Management Suite (Capital Budgeting and Personnel Budgeting) launched in 2021.
- In June 2022, ClearGov launched a permitting and licensing platform called ClearForms. And, most recently, in August 2023, ClearGov launched its latest product - ClearPlans - a solution to help local governments build, present and manage strategic and departmental plans.
- ClearGov now serves over 1,000 local government, school district and special district clients across 49 different states, including 25 customers in the state of Utah.
- ClearGov has been named a GovTech 100 company (top technology companies serving the public sector) for seven consecutive years.
- ClearGov was recently named to the 2023 Inc. 5000 list of America's fastest growing companies for the third year in a row.
- **ClearGov solutions are endorsed by the National Association of Counties (NACo) as their budgeting platform of choice.**
- ClearGov is an Affinity Partner with the Association of School Business Officials International (ASBO). Through this collaboration ClearGov supports ASBO in promoting the highest standards of school business management, professional growth, and the effective use of educational resources.
- ClearGov is a team of 170+ professionals headquartered in Maynard, MA (2 Mill and Main Place, Ste 630, Maynard, MA 01754) with satellite offices in more than 25 states.
- ClearGov is well-funded and continues to grow rapidly as we expand our customer base and product line of budget cycle management solutions for local governments.

ClearGov Personnel

In the event that ClearGov is awarded a contract with the Entity, we intend to assign the following ClearGov Client Success team members to lead the implementation and project efforts.

Laurie Fox - Director, Client Success

Professional Summary

Laurie joined ClearGov as Director of Client Success in December 2020. She has over 20 years experience leading and developing client-focused teams. At ClearGov, she is responsible for delivering a smooth and seamless onboarding experience to ensure clients quickly see the benefits of the ClearGov solution. Laurie also serves as the Client Success Manager for a handful of clients to stay on top of any challenges or opportunities to improve service.



Prior to joining ClearGov, Laurie worked with several not-for-profit consortiums bringing leading edge technology to the world. In these roles Laurie managed operations, strategic planning, membership development, and committee support. Laurie also spent 5 years at Constant Contact leading the Client Services team who were responsible for managing email marketing and other digital marketing activities for hundreds of small businesses.

When not working, you can find Laurie somewhere near the ocean, whether it's boating in her seaside town, or traveling the world with her husband and daughter.

Fun Facts

Q: If you could take 3 things to a desert island what would they be?

A: I would take my kindle (and figure out a way to use solar power to charge it) because I need to read EVERY night before falling asleep, a pair of cozy socks because I hate cold feet, and some sunscreen because I love to sit in the sun, but don't like to get burnt!

Q: What's your favorite ride at a theme park?

A: My favorite ride at a theme park is any roller coaster. I do prefer the newer, smoother coasters, but like the old rickety ones too. My favorite roller coaster experience to date is taking my daughter (8 at the time) on the SooperDooperLooper at Hershey Park because she was SO scared to go upside down, but loved it so much we went on it 10 more times. We often build vacations around theme parks!

Anna Balcora - Client Success Manager

Professional Summary

Anna joined ClearGov as a Client Success Manager in September 2018 and brings over 10 years experience in Account Management, Professional Services and Marketing. Over the years, she has worked with hundreds of clients from small and medium sized businesses and non-profit organizations to municipalities and school districts. Anna provides training, best practice consultation and coaching while ensuring that they see success and value in the platform.



Anna has a B.A. in Communication Arts and a B.S. in Information Technology. Outside of work, she likes to travel with family and volunteer at Open Table, a local non-profit.

Fun Facts

Q: What was your favorite subject in school? Why?

A: I loved my Advertising Arts class when I was pursuing my degree in Communications. In addition to learning valuable marketing techniques this class helped me hone my skills in photography, copywriting and design. I always looked forward to attending this class to see clever and creative campaigns and collaborate with peers. I have always been fascinated by how powerful advertising drives emotion and inspires action.

Q: If you had a super-power, what would it be?

A: Definitely time travel. Often, I feel like there is not enough time in the day and I would love to be able to turn back the clock even for just a couple of hours each day to spend more time with family. It would also be a treat to travel back in time to meet my ancestors or to relive my favorite childhood memories.

Frank Mallardo - Implementation Manager

Professional Summary

Frank joined ClearGov in July 2018 and brings over 10 years experience in Account Management and client relations. Over the years, he has worked with hundreds of clients from small to large-sized businesses, municipalities, and school districts. Frank provides training, best practice consultation and coaching to ensure clients achieve success and value with the ClearGov platform.



Frank has a Bachelor's in Marketing, outside of work, he likes to try new restaurants and travel to new places whenever possible.

Fun Facts

Q: Who was your favorite teacher, and what impact did they have on your life?

A: My 4th grade teacher Mr Hayner. He was a giant 6 foot 6 guy with a massive beard and looked like he belonged at a biker rally. He was probably the nicest guy I've ever come across. That's when the "Don't judge a book by its cover" lesson really made sense for me.

Q: What nickname(s) did/do you have, and how did you earn it/them?

A: Never really had a nickname. The closest would be after the movie Old School came out. I think anyone named Frank has been called "Frank the Tank" at some point ever since.

Donna Landry - Data Onboarding Consultant

Professional Summary

Donna joined ClearGov as a Data Onboarding Consultant in August 2021. Donna brings over 25 years experience in State and Municipal Government. Throughout her career, her roles have included Management, Data Analysis, Software Implementation and Customer Service. She has a strong understanding of government finance, policies and procedures. Donna provides data mapping and analysis to ensure customers have a positive customer experience in the onboarding process. She has a passion for interpreting and analyzing data.



While not working, Donna enjoys hiking, spending time with her husband and son, and going on road trips.

Fun Facts

Q: What was your favorite subject in school? Why?

A: In high school, Art Class was my favorite subject. I enjoyed the time to just be creative and take a break from academics. Art class allowed me to meet other students with similar interests. My Art Teacher, Mr. Pelletier was always encouraging and helped to build confidence in his students.

Q: Tell us about the first pet you ever owned.

A: When we were children my father didn't want any animals in the house. This mangy stray cat began hanging around the neighborhood and after sneaking him food (mostly hotdogs) when no one was watching, "Kal" somehow became a part of the family. After having Kal for many years he went missing for 6 months and then one day showed up on the front step like he never left.

Katy Hutchinson - Training and Support Manager

Professional Summary

Katy Hutchinson joined ClearGov in June of 2020 with over 10 years of experience in education, training, and development. At ClearGov, she helps clients and teammates maximize their use of the ClearGov product suites through training sessions and educational resources.



Katy has a bachelor's degree in Earth Science from Vassar College and a Masters in Curriculum and Instruction from Dominican University. She is a voracious reader, an enthusiastic runner, and loves to find off-the-beaten-path places to eat and drink while traveling.

Fun Facts

Q: Who was your favorite teacher, and what impact did they have on your life?

A: Ms. Young was my AP European History teacher in my senior year of high school. She was such an enthusiastic and dedicated educator. She is largely responsible for my research abilities and my writing skills. She taught me how to "answer the freaking question" concisely and with evidence. And, that Hershey's kisses make every class better.

Q: If you had a super-power, what would it be?

A: Teleportation - I wish I could magically travel to other places in moments, especially since my friends and family are spread out all over the world. It would be nice to be able to see them any time I wanted to.

References

ClearGov has provided the following references that have agreed to discuss their experience with ClearGov's Budget Cycle Management suite of products.

City of Altus, OK	
Contact Name: Jan Neufeld	Contact Title: CFO
Phone: (580) 481-2210	Email: jneufeld@altusok.gov
Products: The City utilizes ClearGov's Operational Budgeting, Personnel Budgeting, Capital Budgeting, Digital Budget Book, Transparency, and ClearPlans products.	

City of Shawnee, KS	
Contact Name: Don Cawby	Contact Title: Finance Director
Phone: (913) 742-6263	Email: dcawby@cityofshawnee.org
Products: The City utilizes ClearGov's Operational Budgeting, Personnel Budgeting, Capital Budgeting, Digital Budget Book, and Transparency products.	

Town of Fountain Hills, AZ	
Contact Name: David Pock	Contact Title: Finance Director
Phone: (480) 816-5162	Email: dpock@fountainhillsaz.gov
Products: The Town utilizes ClearGov's Operational Budgeting, Personnel Budgeting, Capital Budgeting, Digital Budget Book, Transparency, and ClearForms products.	

Training and Support

ClearGov solutions are designed to be intuitive and easy-to-use. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can successfully launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices.



"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Training

For starters, we have developed comprehensive courses that provide you with step-by-step instructions on how to configure and use ClearGov. Your Implementation Manager will recommend and enroll you and your team in ClearGov Academy courses to help meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption.

If needed, instructor-based training is available in workshop format. ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop. ClearGov will provide a remotely-delivered, 30-minute Workshop for each product in your subscription. ClearGov Workshops may be attended by both Administrators/Editors and Department Heads/Contributors. All Workshops are recorded for future reference and to train new hires.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with hundreds of how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Client Success Manager

When the onboarding process is complete, the Implementation Manager will introduce you to your Client Success Manager. Your Client Success Manager is available by phone and email and will work with you to get the most out of ClearGov's platform. CSMs are generally available 9:00AM to 5:00PM, Monday through Friday (excluding holidays). Your CSM will inform you of their specific availability. Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

ClearGov Support & Data Team

For questions on how to use ClearGov or to report a technical issue, you will be able to reach a Support Specialist via support@cleargov.com during business hours (Monday through Friday, 8:00AM to 6:00PM Eastern). Our Support Team is committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

For data updates, we ask that you send data files along with detailed instructions on what you'd like us to update to data@cleargov.com. Our standard lead time to complete an update is five business days. However, if you need an update completed sooner to meet a deadline, just let us know. Straightforward uploads or changes often are completed within one or two business days.

Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) to support@cleargov.com or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

ClearGov Hosting Platform

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

What sort of disaster recovery plan is in place?

One of the reasons we selected AWS is because they provide state of the art disaster recovery. ClearGov databases are duplicated in real-time across multiple AWS servers, and the entire ClearGov platform is backed up on a daily basis across the AWS network. So, even in the event of a catastrophic system failure, 24 hours of data loss would be the maximum impact.

Is the ClearGov platform designed to scale to meet demand bursts?

Yes. One of the key factors behind selecting AWS as our hosting provider is their ability to scale rapidly. AWS has automated solutions in place that automatically scale ClearGov's platform for normal peaks and valleys in demand, and can be rapidly (and remotely) scaled to meet sustained demand increases.

Does ClearGov leverage AWS Virtual Private Cloud features?

Yes. ClearGov utilizes the AWS Virtual Private Cloud functionality, so that our platform is hosted on a logically isolated section of the AWS Cloud and not commingled with any third party applications.

How do I learn more about ClearGov's hosting solution?

You can learn more about AWS data centers and security measures via the following link:

- <https://aws.amazon.com/security/?hp=tile>

Security FAQs

How is client data stored within the ClearGov platform?

All client data is stored in a single data repository with proper authentication and access control built into the system to ensure that users may only access the data applicable to their organization.

Is the ClearGov platform SOC 2 compliant?

Our hosting provider, AWS, is fully compliant with SOC 2 requirements, and ClearGov can provide a copy of the most recent AWS SOC 2 compliance/audit report upon request.

How often is the ClearGov platform reviewed for adherence to security standards?

ClearGov performs quarterly security reviews to ensure that processes are being followed and standards are being met.

How frequently is the ClearGov platform monitored?

The ClearGov platform is monitored continuously - 24 x 7 - for performance, security and auditing.

Service Level FAQs

What level of service availability does ClearGov support?

All ClearGov solutions are available on a 24/7 basis, and ClearGov is committed to 99.99% uptime. Given that we are a cloud-based solution product patches and upgrades are completed in real-time, without impact to system performance. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

What is your standard practice for security patch management?

ClearGov conducts ongoing audits of third party packages for vulnerabilities. Patches for critical vulnerabilities are released as soon as possible, otherwise patches are released as part of regular bi-weekly software releases.

How often does ClearGov schedule planned outages for system upgrades?

The ClearGov platform and applications are architected so that the system does not require downtime during regular maintenance, product upgrades or emergency patches. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

RFP General Questions

Please answer the following general questions in your proposal:

1. How does your product interact with Pelorus report uploads and how frequently can the System update with new data? We need timely updates during the budget season when trying to balance. ClearGov has clients that use our budgeting solutions alongside the Pelorus financial system.

We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

2. What other jurisdictions near Heber City (50 min. east of Salt Lake City) are using your software with Pelorus as well?

ClearGov clients in Utah using Pelorus alongside our budgeting solutions include City of Providence, City of Morgan, City of Blanding, Town of Brian Head, and the Salt Lake City Library System.

3. What products of yours are these other "Pelorus" entities using?

ClearGov clients have used all proposed products alongside Pelorus including Operational Budgeting, Personnel Budgeting, Capital Budgeting, Digital Budget Book and Transparency.

4. One thing to measure is what would be the ROI on staff time with this program? Would it duplicate work we are doing because it is so different from our current process that it would take a long time to comprehensively understand?

The ClearGov platform is designed to be simple and intuitive. Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. See Onboarding section above for more details.

5. What is the skill level needed to use your software? e.g., budget users may not be as skilled with software as others.

All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you.

With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis.

ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

6. Can the data in the System be rolled over to subsequent years, so we don't need to reload all personnel aspects each year?

Yes, the data can be rolled over to subsequent years.

ClearGov Exceptions

ClearGov has reviewed the Entity's RFP and has identified minor exceptions, which we have highlighted below.

ClearGov Exception 1

ATTACHMENT A - HEBER CITY CORPORATION STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES, 22. INSURANCE (p. A-4)

ClearGov Request:

- We believe that ClearGov has subscribed to insurance coverage that is more than sufficient to cover any unforeseen circumstances that may occur.
- And, please keep in mind that ClearGov does not create any direct connection/integration with any of your systems. So, even in the highly unlikely scenario where someone hacked ClearGov - which, by the way, means they would have first been able to hack Amazon Web Services - they literally could not get into your system - because there is no path.
- With these thoughts in mind, the table below summarizes ClearGov's relevant key insurance coverage limits. If any of these limits are lower than your standard boilerplate, we request that you change the limit amounts in your contract.

Insurance Type	Coverage Limit Summary
Commercial Liability	\$1,000,000 per event; \$2,000,000 in aggregate
Employment Practices	\$1,000,000
Automobile	\$1,000,000
Cyber Security (Tech E&O)	\$2,000,000
Professional Liability	\$2,000,000
Worker's Comp	\$1,000,000
Umbrella	\$1,000,000

ClearGov Exception 2

ATTACHMENT A - HEBER CITY CORPORATION STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES, 29. ASSIGNMENT/SUBCONTRACT (p. A-5)

ClearGov Request:

- We completely understand that the County's intent with this clause is to prevent ClearGov from signing an agreement and then hand-off the work to some third party. In fact, we are in full agreement with that intent, and to some extent it's a non-issue because no-one but ClearGov can provide our SaaS software in the first place.

- The only issue is that ClearGov does need the ability to assign this agreement – without permission in the event that ClearGov is ever acquired.
- Our preferred language is listed below, but as long as there is something along these lines in the agreement, it should work:
 - *ClearGov may not assign this Agreement in whole or in part to any third party without the prior written consent of the County; provided, however, ClearGov may assign this Agreement without such consent to any subsidiary or parent company of ClearGov or to any successor by way of any merger, consolidation or other corporate reorganization of ClearGov or sale of all or substantially all of the assets of ClearGov or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of ClearGov under this Agreement.*

ClearGov has provided our standard terms and conditions included in the ClearGov Service Agreement along with this proposal response.

Thank you for reviewing these exceptions in advance. We are happy to have a conversation with the appropriate person at the Entity if any of the requests above are problematic or of concern to you.

Operational Budgeting Questions

Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?

- A: ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

Q: Can I export from ClearGov Operational Budgeting into my ERP system?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

Capital Budgeting Questions

Q: Are requests from the prior year carried over when you create a new budget?

- A: Yes, previously submitted requests (multi-year, partially funded or unfunded) from the prior year will be carried over to the new capital planning process. Any prior year requests that you do not want to include can be removed from the plan after you've started.

Q: Can we import prior year's requests?

- A: Yes, it is easy to import prior year's requests. Within ClearGov Capital Budgeting, you can download a template based on your request type. You simply add your requests to the template and upload them to ClearGov. Our Import tool has an easy 3-step guide to walk you through the process.

Q: Can we export the final Capital Budget that we create?

- A: Yes, you can export your Capital Budget to Excel or PDF. ClearGov's Capital Budgeting Report Builder serves up a handful of pre-built, common reports to streamline your reporting process, or you can create your own reports to export. Exported data can be uploaded to your ERP or accounting system.

Personnel Budgeting Questions

Q: We have a lot of employees, can we upload their data in bulk?

- A: Yes, it is easy to bulk import employees into our system. ClearGov generates a template that you can download and use to set up a simple bulk import of employees and information.

Q: Can we export the final Personnel Budget that we create?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP/Accounting system.

Digital Budget Book Questions

Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

Transparency Questions

Q: Where does ClearGov get its financial data?

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

Q: How does ClearGov determine the default peer group for peer analysis?

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
 1. ClearGov looks for municipalities with similar populations.
 2. ClearGov looks for municipalities with similar median home values as determined by census data.
 3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.
 4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Transparency customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

Q: Won't publishing a transparency profile generate a lot of incoming inquiries?

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.
- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.

- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

Q: What about inciting “community activists”?

- A: It seems that every municipality has a small population of what we call “CAVE People” (**Citizens Against Virtually Everything**), and unfortunately, we don't have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.

**ATTACHMENT B – COST PROPOSAL
FINANCIAL BUDGET PLANNING SYSTEM/SOFTWARE**

For the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Services as stated in the Request for Proposal documents shall be a lump sum, as follows:

Description	Cost
1. Operating Budget	\$13,300.00
2. Transparency Software	\$7,300.00
3. Capital Improvement Budgeting Software	\$9,800.00
4. Personnel Budgeting Software	\$12,100.00
5. Budget Book Software	\$8,100.00
6. Forecasting & Analysis	Included
7. Implementation, Training and System Support	\$8,775.00 (one-time setup fee)
Total Amount of Proposal	ClearGov Bundle Discount: (\$17,710.00) \$41,665.00*

Attach technical specifications for all proposed materials as outlined in the Offeror's Responsibilities section of the RFP.

Firm Name ClearGov, Inc.

Authorized Signature Bryan A Burdick Date September 15, 2023

* Total Amount of Proposal includes all costs for Year 1 of the initial agreement. An annual 3% increase will apply beginning Year 2 of the Entity's requested three (3) year term. ClearGov has provided additional pricing information for clarity, including details on multi-year agreement savings, on the following pages.

Cost Proposal Supplement

ClearGov has provided the following information to further clarify our Cost Proposal for the Entity.

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

- A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

- A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$13,500.00
Setup Bundle Discount:	(\$4,725.00)
Total Setup Service Fees	\$8,775.00

Annual Subscription Service Fees (Year 1)

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	\$13,300.00
ClearGov Personnel Budgeting	\$12,100.00
ClearGov Capital Budgeting	\$9,800.00
ClearGov Digital Budget Book	\$8,100.00
ClearGov Transparency	\$7,300.00
Bundle Discount	(\$17,710.00)
Total Annual Subscription Service Fees	\$32,890.00

Annual & Multi-Year Agreements:

- **Annual Agreement:** In the event that the Entity prefers a one-year agreement, the first year subscription fee will be \$32,890.00 as noted above. Subsequent renewals will include an automatic six percent (6%) fixed annual price increase.
- **Multi-Year Agreement:** In the event that the Entity is willing to commit to a multi-year agreement (2+ years), the annual subscription fee can be locked in at a three percent (3%) increase instead of six percent (6%) for the Initial Period. A three-year projection for a multi-year agreement is provided on the following page.

Given that the Entity has requested an initial three (3) year agreement, the one-time setup and annual subscription service fees (inclusive of an annual 3% increase) for Years 1 - 3 would be as follows:

Setup & Annual Subscription Services Fees (Years 1 - 3)

Total Setup & Annual Subscription Service Fees (Multi-Year Agreement)	
Setup Fee (One-time investment)	\$8,775.00
Year 1 Subscription Service Fees	\$32,890.00
Year 2 Subscription Service Fees	\$33,876.70
Year 3 Subscription Service Fees	\$34,893.00
Three Year Total (Setup + Annual Subscription)	\$110,434.70

Please do not hesitate to reach out with any questions regarding the pricing information provided. Thank you for your consideration.

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

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

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.



"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA



DAPLAN

**The turnkey
best-in-class
financial SaaS solution!**



1.1 Completed and signed Cost Proposal (Attachment B)

ATTACHMENT B – COST PROPOSAL FINANCIAL BUDGET PLANNING SYSTEM/SOFTWARE

For the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Services as stated in the Request for Proposal documents shall be a lump sum, as follows:

Description	Cost
1. Operating Budget (In our solution, this is the Income statement, fed by Workforce and Product modules)	USD 222,627.60 (USD 6,184.10 per month for 36 months) Includes System Support
2. Transparency Software	
3. Capital Improvement Budgeting Software (CapEx module)	
4. Personnel Budgeting Software (Workforce)	
5. Budget Book Software (Income statement)	
6. Forecasting & Analysis (Available across all modules)	
7. Implementation Training and System Support	One-time costs: USD 59,120 + USD 2,560
Total Amount of Proposal	USD 284,307.60
OPTIONAL - 1 year of 20 business hours per month post-go-live technical support: USD 34320	
Detailed costs of licensing and the option for onsite training are available upon request.	

Attach technical specifications for all proposed materials as outlined in the Offeror's Responsibilities section of the RFP.

Firm Name Leonardo da Vinci INC (dba Quanam USA)

Authorized Signature _____

Date 09/18/2023

1.2 A description of the Service Provider, including personnel and the professional qualifications of the principals involved in administering the project.

Introduction to DAPLAN

- All DAPLAN modules were developed on IBM Planning Analytics (PA) (Formerly known as TM1).
- IBM is a trusted brand with a long-standing reputation for quality. IBM Planning Analytics (PA) is an AI-integrated planning solution that automates planning, forecasting, and budgeting.
- PA enables accessible and scalable performance management in the cloud, from small stores to the global enterprise. All IBM products are "best-in-class" for performance management.
- We understand software tools should adjust to each organization's processes and not the other way around. DAPLAN is customized according to the user requirements in just eight weeks.
- DAPLAN combines the resiliency of a best-in-class tool with an efficient implementation by the same team that will give you support.

About Quanam

Quanam, meaning "by what way" or "how" in Latin, is a company defined by Knowledge and Innovation, established in 1978 (45 yrs.), whose founders are still on the board of directors.

With seven offices across the US, Mexico, Brazil, Chile, Uruguay, and Spain, we have extensive international experience in various industries such as Government, Banking and Insurance, Retail, and Mining.

We do not own data centers but use IBM Data Centers as a Platinum Business Partner. Other partnerships include Microsoft, Oracle, Odoo, and Cloudera.

With over 500 employees, we provide expert high-tech consulting services for Businesses using the latest Information Technology solutions, implementing technologies for Data and Analytics, Financial Planning and Budgeting, AML, KYC, Surveillance, Payments Fraud, as well as Fraud Investigation and Detection, for 600+ customers in 26 countries.

Our mission is to equip clients to conquer and hold leadership positions in their business arena by providing innovative solutions to acquire competitive advantages, naturally

integrating state-of-the-art information technology with the best management and control practices.

Our foundations are firmly rooted in our professionals' technical expertise and ethical values. We believe that exceptionally resourceful professionals will stay in the company only if they can unfold their full potential in their working environment. Our core values underline the company's commitment to customers, the community, and the environment. We promote ethics, commitment, responsibility, loyalty, empathy, and courage to act accordingly. As of 2023, our median employee tenure is 11 years ([LinkedIn insights](#)).

Envisioned from its beginnings as a disruptive innovation laboratory for our customers, requiring us to stay vendor-agnostic, user-centric, and aligned with the client's long-term strategy, resulting in fine-tuned software solutions that best fit the users' everyday needs.

Further detail about Quanam and our Code of Ethics & Professional Conduct and Integrity Program is available online at <https://quanam.com/en>.

Gartner profiled Quanam in its Market Guide for Data and Analytics, recognizing our work in industries such as Government, Banking and Financial Services, Insurance, Telecommunications, and Energy based on our experience and our 'Analytical Accelerators' that summarize best practices in these sectors; standing out in categories such as Data Strategy and Roadmap, Data Architecture, Data Governance, Data Integration, Data Migration, Data Quality, Reference and Master Data Management, Data Warehousing, and Data Lake.

1.3 Provide information about the individuals who will be involved in the implementation, training, and on-going support.

Our key personnel in this project:

- Marcelo Armendariz (Systems Analyst) - 25 years
- Martín Cal (IT Bs) - 12 years
- Soledad Gaitan (Economist BA)- 10 years
- Patricia Martell (Economist BA)- 8 years
- Santiago Bianchi (Economist BA)- 10 years

1.4 Description of completed implementations that demonstrate the firm's ability to complete implementations of similar scope, size, and purpose and in a timely manner within budget.

Company Name: National Budget Unit of the Ministry of Economy and Finance of Uruguay (2,000 employees)

Specific products in use: DAPLAN full version

The National Budget Unit (UPN) aimed to coordinate the management of the national budget, both in its preparation and monitoring, formulating guidelines for its preparation, as well as technical standards for the programming of its execution, modifications, control, and execution.

One of its key activities is to prepare the Executive Branch's proposal for the National Budget and Accountability in coordination with the involved cross-sectional agencies (CGN, OPP, ONSC) and the executors.

DAPLAN allowed UPN to systematize the budget formulation process concerning preparing the budget baseline (LB). The project is part of a technological improvement process implemented by the Administration.

DAPLAN improved the process of analyzing budget data through different visualizations such as type of expenses, objects of expenditure, sources of financing, and categories, among others. It allows users to make projections based on variables they define.

Experience in providing the services stated within this RFP:

- Budget execution: Users can follow up on the execution of the country's approved budget, make what-if scenarios, and make comparisons between actual expense scenarios, approved budget, and estimated budget.
- Budget planning workflow: Every government entity uses DAPLAN to input their expense estimation. The workflow has two levels: the national treasury as a reviewer and the government's entity as editors.
- Baseline of national budget: Users create the baseline for the national budget of the next government period (5 years).
- Using a self-managed and automatic table helped to reduce the time spent constructing the information for the Rendering of Accounts. The use of multiple forms was reduced, centralizing information in a single consultation site.

Additional services provided:

- Survey, analysis, design, implementation, and solution testing.
- Knowledge transfer (technical and functional).

Company Name: City of Montevideo, Uruguay (1.4M citizens)

Specific products in use: DAPLAN full version.

DAPLAN is the City of Montevideo's financial planning backbone, implemented to enhance its management and decision-making processes. DAPLAN focuses on consolidating institutional data, analyzing purchasing management, and evaluating service levels in sanitation. The City ensures agile data handling and informed department decision-making by connecting DAPLAN with various data sources. This streamlined approach underscores the City's commitment to efficient financial planning and responsive governance for over 1.4 million citizens.

Experience in providing the services stated within this RFP:

For the Strategic Management Support:

- Customization of DAPLAN according to the specific needs of the City Strategic Management Division.
- Implementation of functional designs, strategic objectives, and indicators.
- Implementation of a set of scorecards with strategic maps, indicators, and cause-effect relationships.

For the Purchasing and Sales Department:

- Consolidation of institutional information from the purchasing and storage areas.
- Purchasing management and movements of items analysis.
- Unique access portal to ensure information security.

For the Sanitation Conservation Department:

- Creation of reports for the analysis of service levels and complaint attention.
- Service levels analysis by different variables

For the Purchasing Department:

- The information on all City purchases is analyzed from different perspectives and aggregation levels.

For the Sanitation Human Resources Department:

- Agile data handling in the decision-making process.
- Analysis of cost information, absenteeism, and other relevant data from different perspectives.

Additional services provided:

- Surveys and functional designs of the system, including strategic objectives and indicators.
- Creation of a unique data repository (Data Warehouse) and DataMarts.
- Training, post “go-live” support.

Company Name: Beliv (Soft Drinks industry)

Specific products in use: DAPLAN with three modules (Products, Income, and Demand Forecasting).

We are responsible for Beliv's budget process solution with varying levels of information that come from the following variables:

- Over 30 countries.
- Over 200 clients.
- Over 1000 SKU.

Experience in providing the services stated within this RFP:

- Harness historical information that planners need to calculate demand projections, easing budgeting starting point.
- Scenario simulation and comparison of actual, target, forecast, and projections. All scenarios are continuously created at the maximum detail level on each business variable: Client, SKU, and country.
- This budget is built collaboratively, with eight consecutive periods, one current and seven future periods, automated by business rules.
- Additionally, all the information is presented in statistics and summary reports.

Additional services provided:

- Analysis, design, implementation, solution testing, and knowledge transfer.

Company Name: Oil and Gas National Company (ANCAP)

Specific products in use: DAPLAN full version.

The main deliverables of the project were to use DAPLAN for the Legal and Management budget, incorporating improvements in terms of simulation and scenario analysis, integrity and consistency with Equity Situation and Cash Flow statements, deepening of business modeling, work and approval workflow, automation of loading and comparison with the budget executed against SAP.

Experience in providing the services stated within this RFP:

Client's Need:

- Strategic Planning Management was looking for a solution that supported the loading and management of the Public and Management budget.
- The budget preparation was based on Excel spreadsheets. This Solution was unmanageable, as it took many hours to consolidate and made it impossible to record at an adequate level of detail, did not allow a correct comparison against what was

executed in SAP, and did not have the necessary flexibility to adapt to the requirements of a company the size and complexity of ANCAP.

- In this context, ANCAP was interested in conducting a consultancy that integrates with ANCAP's Information Technology (IT) team to provide solutions to overcome these restrictions.

Solution:

- It was proposed to use DAPLAN as a technological solution to support the loading and management of both budgets. In this way, Excel spreadsheets were eliminated, and work is done on a robust product that ensures data consolidation, provides integrated security, and has an approval workflow that automates the complex budget loading cycle defined by the Company.

Benefits for the Client:

- Budget consolidation times are significantly shortened. It went from weeks of work to just a few hours to obtain the outputs required by regulatory entities.
- It allows capturing with a higher level of detail and incorporates the necessary flexibility for registration. It has daily comparisons between what was executed and what was committed.
- It performs simulations based on changes in multiple key business variables. Automatically obtains income statements, cash flows, and equity situation statements, allowing more time for information analysis.

Additional services provided:

- Consultancy was integrated to support ANCAP in functional definitions and propose improvements to current budget processes.
- Training, Post “go-live” support, customization.

1.5 A written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Services.

Our project managers hold PMP certification from the PMI (Project Management Institute). We adhere to the project management methodology outlined in the PMBOK, which is tailored to the implementation of Daplan in this case. Within this framework, our Project Managers collaborate closely with the designated PM from the CITY to craft a project plan that encompasses the relevant areas. Given that this is a product implementation, the key areas of focus will include: Scope Management, Schedule Management, Cost Management, Quality Management, Resource Management, Communication Management, Risk Management, and Stakeholder Management.

We have a dedicated methodology aligned with PMBOK principles. Furthermore, we've developed templates for each product that will be at the CITY's disposal once the project commences. Alternatively, if the CITY prefers, we can integrate the templates they internally manage.

Based on our experience, the primary stages of collaboration with the city are as follows:

- 1) **Project Initiation:**
 - Define project objectives, scope, and stakeholder expectations.
 - Identify key city personnel involved in the project.
 - Establish the project governance structure, including roles and responsibilities.
- 2) **Project Planning:**
 - Formulate a comprehensive project plan detailing tasks, resources, and timelines.
 - Engage city personnel for input on plan feasibility and alignment with city goals.
 - Create a communication plan to facilitate information exchange between the project team and city stakeholders.
- 3) **Project Execution:**
 - Collaborate closely with city personnel to allocate resources and oversee project tasks as per the plan.
 - Regularly update city stakeholders on project progress, risks, and any deviations from the plan.
 - Tackle issues or challenges emerging during implementation in partnership with the city.
- 4) **Project Monitoring and Control:**
 - Continuously monitor project performance against key performance indicators in the plan.
 - Evaluate variances and trends with city personnel and take corrective measures when needed.
 - Seek approval from city stakeholders for changes potentially impacting project scope or objectives.
- 5) **Project Closing:**
 - Collaborate with city personnel to ensure project deliverables meet quality standards and city requirements.
 - Conduct a comprehensive review with city stakeholders to gauge project success against original objectives.
 - Capture insights from the project and discuss recommendations for future endeavors with the city.
- 6) **Project Governance:**
 - Engage city personnel in decision-making processes regarding project direction and priorities.
 - Establish transparent communication channels between project management and city leadership.
 - Ensure active city personnel involvement in reviewing and approving major project milestones and changes.

7) Risk Management:

Collaborate with city personnel to identify potential risks affecting project success.
Evaluate identified risks based on their probability and potential impact on project objectives.

Collaborate with city stakeholders to prioritize risks and compile a risk register.

Devise risk response strategies, encompassing avoidance, mitigation, transfer, or acceptance.

Obtain approval from city personnel for risk response strategies.

Monitor identified risks throughout the project lifecycle, updating the risk register as necessary.

Implement risk response strategies with city personnel, addressing any emerging risks.

Regularly communicate risk status to city stakeholders, highlighting changes or developments.

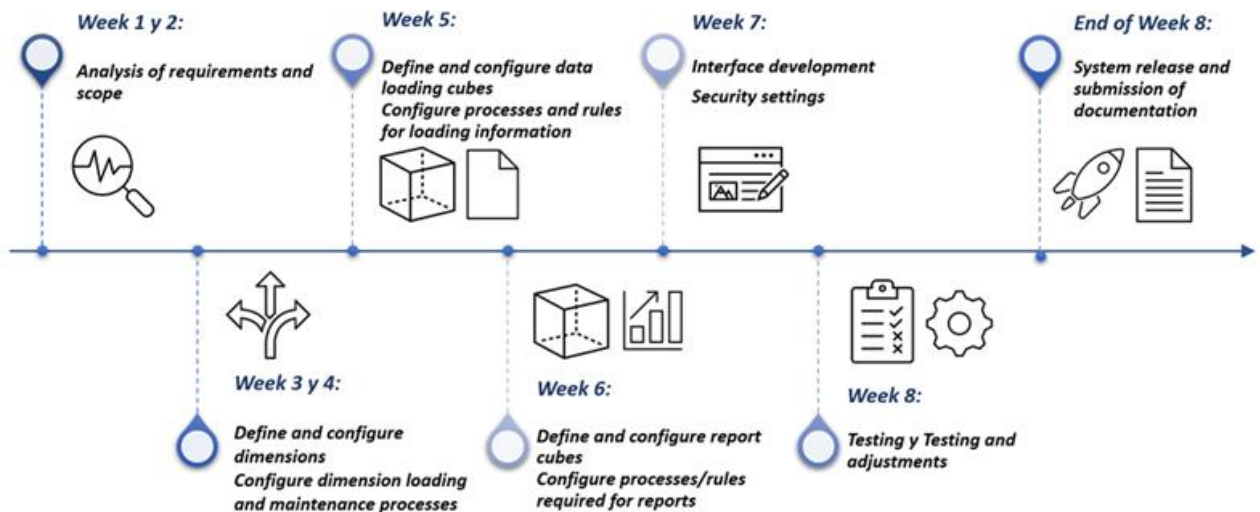
8) Collaboration with City Personnel:

Involve city personnel in project planning and decision-making, tapping into their domain knowledge.

Engage city stakeholders in routine meetings to relay updates, collect feedback, and address concerns.

Cultivate a culture of collaboration and open communication to foster strong relationships with city personnel.

The implementation of the entire project takes 8 weeks (56 calendar days). This timeframe assumes customer availability as well as coordinated teamwork to meet deadlines appropriately.



Phase 1- Analysis of requirements and scope:

This phase takes 2 weeks (first and second week), consists of:

- Sending detail of deliverables to the client
- Receiving and analyzing customer deliverables

- Defining scope and modules to use from Daplan
- Making map with preliminary design
- Starting preparing documentation

Phase 2 - Dimensions:

The phase takes 2 weeks (third and fourth week) and consists of defining and configuring dimensions. The dimension loading and maintenance processes are configured.

Phase 3 - Information loading cubes:

This phase takes one week (fifth week) and consists of defining and configuring data loading cubes, and data loading processes and rules, as well as loading actual data.

Phase 4 - Reporting cubes:

This phase takes one week (sixth week) and consists of defining and configuring the reporting cubes, the processes and rules required for the reports, and the loading processes.

Phase 5 - Interface development:

This phase takes one week (seventh week) and consists of interface development and security settings. The navigation menus and forms for loading information and initial configurations are configured.

Phase 6 - Testing and adjustments:

This phase takes one week (eighth week) and consists of testing and making possible adjustments.

Phase 7 - Release and sending of documentation:

This phase occurs at the end of the eighth week. It consists of migrating to production and sending the documentation.

1.6 Provide three (3) client references from past projects, including current phone numbers.

Company Name: National Budget Unit of the Ministry of Economy and Finance of Uruguay (2,000 employees)

Contact Name: Marta Abilleira

Contact Phone Number: +598 99 640 185

Contact Email Address: mabilleira@mef.gub.uy

Specific products in use: DAPLAN full version.

Specific products in use: DAPLAN full version

Company Name: City of Montevideo, Uruguay (1.4M citizens)

Contact Name: Juan Voelker

Contact Phone Number: +5981950

Contact Email Address: juan.voelker@imm.gub.uy

Specific products in use: DAPLAN full version.

Company Name: Beliv (Soft Drinks industry)

Contact Name: Mario Bertini

Contact Phone Number: +1 (939) 268-5110

Contact Email Address: mbertini@apexglobal.co

Specific products in use: DAPLAN with three modules (Products, Income, and Demand Forecasting).

Company Name: Oil and Gas National Company (ANCAP)

Contact Name: Adela Casero

Contact Phone Number: +59821931

Contact Email Address: acasero@ancap.com.uy

Specific products in use: DAPLAN full version.

1.7 How does your product interact with Pelorus report uploads and how frequently can the System update with new data? We need timely updates during the budget season when trying to balance.

Integration to Pelorus

From our experience, the most secure and non-disruptive method for data loading is using data inboxes.

This method offers a more stable interface, as it prevents outages produced by software updates in any of the software involved in the system, or the decision to change the ERP.

To automate and schedule data transfer from source systems to the Planning Analytics environment, the Turbo Integrator tool, which runs in IBM Planning Analytics, is included as a robust ETL tool that facilitates this data integration. It enables data extraction, transformation, and loading while providing error handling, monitoring, and optimization features to ensure reliable and efficient data integration processes. In addition, it features operating system scheduling capabilities and Planning Analytics' internal scheduling tools to create and manage scheduled tasks. These options give you the flexibility to integrate and automate processes, allowing you to tailor the solution to the specific needs of your planning and data management environment.

Data migration:

The data inboxes that we use to load the actuals are the same ones that will be used to load the historical ones. You can load as many years as you want as long as the format is respected.

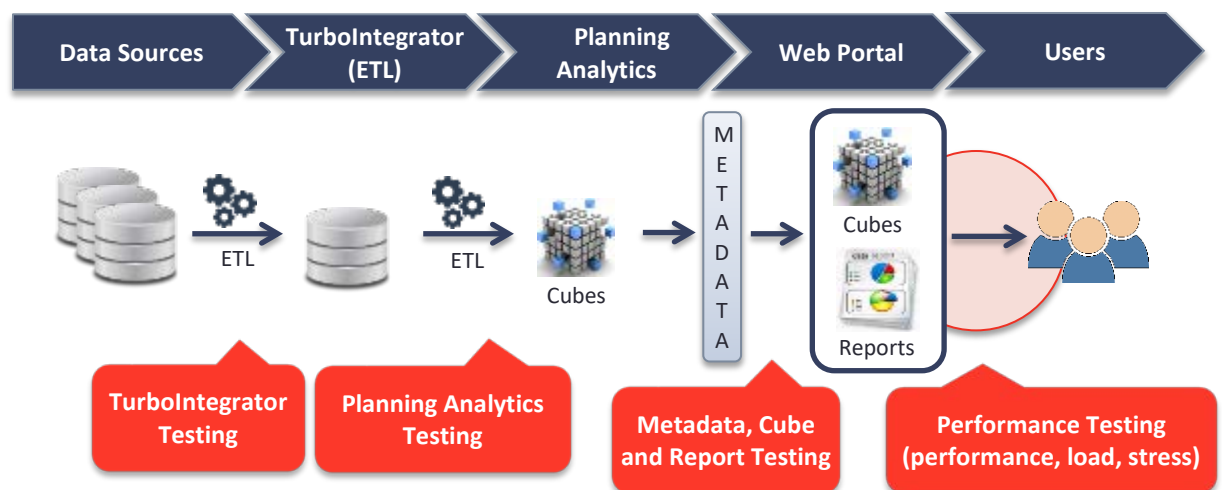
Testing and Quality Assurance:

After several implementations, we have developed a methodology to carry out the test plans in Financial Planning Systems, which is different from the tests of a Traditional system.

Below, we will describe in detail some fundamental aspects of our testing methodology.

These plans identify test elements, characteristics to be tested, test tasks, and any necessary planning for risk containment.

In addition, the test plan facilitates the technical tasks of the tests and enables improved communication about the tasks and test process. It also provides a framework for the test project's organization, planning, and management.



1.8 What other jurisdictions near Heber City (50 min. east of Salt Lake City) are using your software with Pelorus as well?

We have no current knowledge about implementations of DAPLAN or IBM Planning Analytics with Pelorus.

With the inbox method as an interface, there are no integration issues.

1.9 What products of yours are these other “Pelorus” entities using?

We have no current knowledge about implementations of DAPLAN or IBM Planning Analytics with Pelorus.

1.10 One thing to measure is what would be the ROI on staff time with this program? Would it duplicate work we are doing because it is so different from our current process that it would take a long time to comprehensively understand?

Changing from spreadsheets to DAPLAN takes a couple of weeks at most. As the interface is customized, it will reflect what users are already familiar with.

This proposal includes three training plans, one for each user profile involved in this project. The objective of these instances is to explain to users how the developed solution should be administrated or used, giving a detailed description of every developed functionality, and giving the users the needed tools to complement the solution with new reports or dashboards.

Travel and expenses are not included in the service fee. Any travel-related expenses must be pre-approved by the City. Quanam will invoice the actual expenses for travel, lodging, and meals in accordance with the City's travel policy and as incurred by Quanam in connection with the Services. For cost estimation purposes, it will be assumed that traveling will be from/to New York City.

Here are our detailed training plans for each profile:

- Administration: Planning Analytics admin components, Planning Analytics configuration, architecture of components, authentication methods, security configuration, performance monitor, kinds of logging files, scheduling of jobs.
- Explorers: Types of applications, definition of dimensions and cubes, Planning Analytics rules, Planning Analytics Turbo Integrator, creating reports, creating dashboards, possible outputs.
- Consumers: Accessing content, understanding users, groups, and roles, using published reports, and possible outputs.

Quanam will be responsible for the design of customized material to accommodate the City's training needs. A list of topics in every plan will be agreed upon by both firms beforehand.

Once training is delivered, materials are sent to the City for internal use and distribution. The main objective behind our training plans is for the City to be able to maintain the solution after the go-live has taken place fully.

1.11 What is the skill level needed to use your software? e.g., budget users may not be as skilled with software as others.

Previous training to support the implementation is not required. It is recommended to have basic web browsing and MS Excel general knowledge.

1.12 Can the data in the System be rolled over to subsequent years, so we don't need to reload all personnel aspects each year?

The financial budgeting process for each module is divided into four sections: loading, reporting, analysis, and forecasting. Furthermore, each module has an opening-year process, which is the copy of a base year to an actual year as the initial input for budget formulation.

We will adapt to the way of budgeting the City is already using.

In the loading phase, it is possible to load module-specific assumptions and the actual and budget scenarios which can be loaded at different level of detail in each one. Within the reports you will find visualizations with different filters and vantage points. In addition, in the analysis section, you will find the comparison and management of scenarios and versions.

Lastly, in the prediction section, it allows forecasts through the utilization of artificial intelligence, its efficiency is greatly increased by including historical data into the model's repository.

DAPLAN screenshots



WORKFORCE

ASSUMPTIONS



EMPLOYEE DETAILS

Filters Report

Year
2021

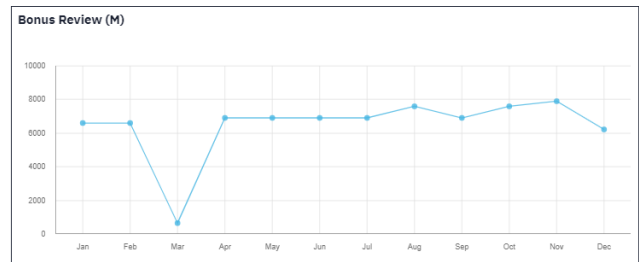
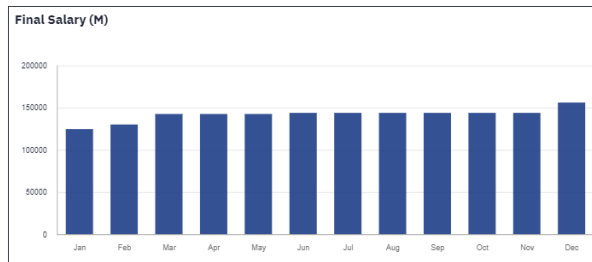
Organizations
Florida

Generic 1
Cost Center 1

Generic 2
Expense Elements

Employee Details (FY)

Name	Job Type	Job Code	FTE	Current Salary	Salary	Merit Pd	Bonus Pd	Merit % Final	New Salary	Bonus % Final	Total Cost	Comment	Details
Amelia Clayton	Sales	Sales Dev Rep	1.0	150,491	150,491	Dic	Feb	8.10%	150,613	5.10%	177,053	Hired in 2018	Hired in 2018, Apr
Cheris Donson	Mktg	Mkt Mgr	1.0	150,491	150,491	Dic	Feb	11.00%	150,657	10.00%	184,274	Hired in 2018	Hired in 2018, Feb
Emme Foster	Mktg	Mkt Mgr	1.0	133,127	133,127	Dic	Feb	11.00%	133,273	10.00%	164,550	Hired in 2018	Hired in 2018, May
Fred Clifford	Sales	Outside Salesperson	1.0	156,279	156,279	Dic	Feb	8.10%	156,406	5.10%	183,350	Hired in 2018	Hired in 2018, Mar
Harry Miller	Sales	Acct Exec	1.0	162,068	162,068	Dic	Feb	11.00%	162,246	10.00%	197,425	Hired in 2018	Hired in 2018, Mar
Jack Peterson	Sales	Sales VP	1.0	162,068	162,068	Dic	Feb	8.10%	162,199	5.10%	189,648	Hired in 2018	Hired in 2018, Feb
James Thompson	Mktg	Mkt Spc 2	1.0	150,491	150,491	Dic	Feb	11.00%	150,657	10.00%	184,274	Hired in 2018	Hired in 2018, Feb
Johnny Duch	Mktg	Mkt Spc 1	1.0	144,703	144,703	Dic	Feb	11.00%	144,862	10.00%	177,699	Hired in 2018	Hired in 2018, Feb
Logan Brown	Sales	Sales Mgr	1.0	150,491	150,491	Dic	Feb	8.10%	150,613	5.10%	177,053	Hired in 2018	Hired in 2018, Apr
Richard Sand	Sales	Sales Dir	1.0	136,500	136,500	Dic	Feb	11.00%	136,650	10.00%	168,381	Hired in 2019	Hired in 2019, Feb
William Mitman	Sales	Reg Sales Mgr	1.0	143,325	143,325	Jun	Feb	11.00%	143,483	10.00%	158,559	Hired in 2020	Hired in 2021, Mar
Linde Moore	Fin	Fin Anly Mgr	0.5	130,381	130,381	Mar	Jun	10.00%	130,511	5.00%	76,383	Hired in 02-2...	Hired in 2021, Feb



DEPARTMENT BUDGET

Filters Report

Year 2021

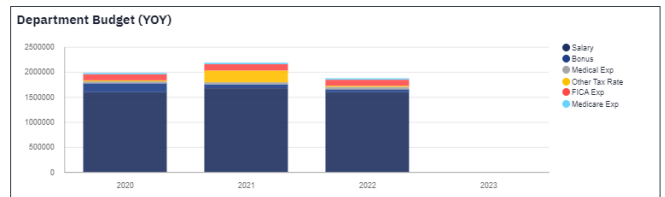
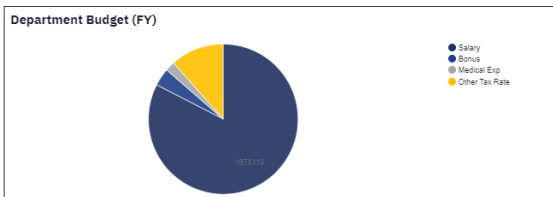
Organizations Florida

Generic 1 Cost Center 1

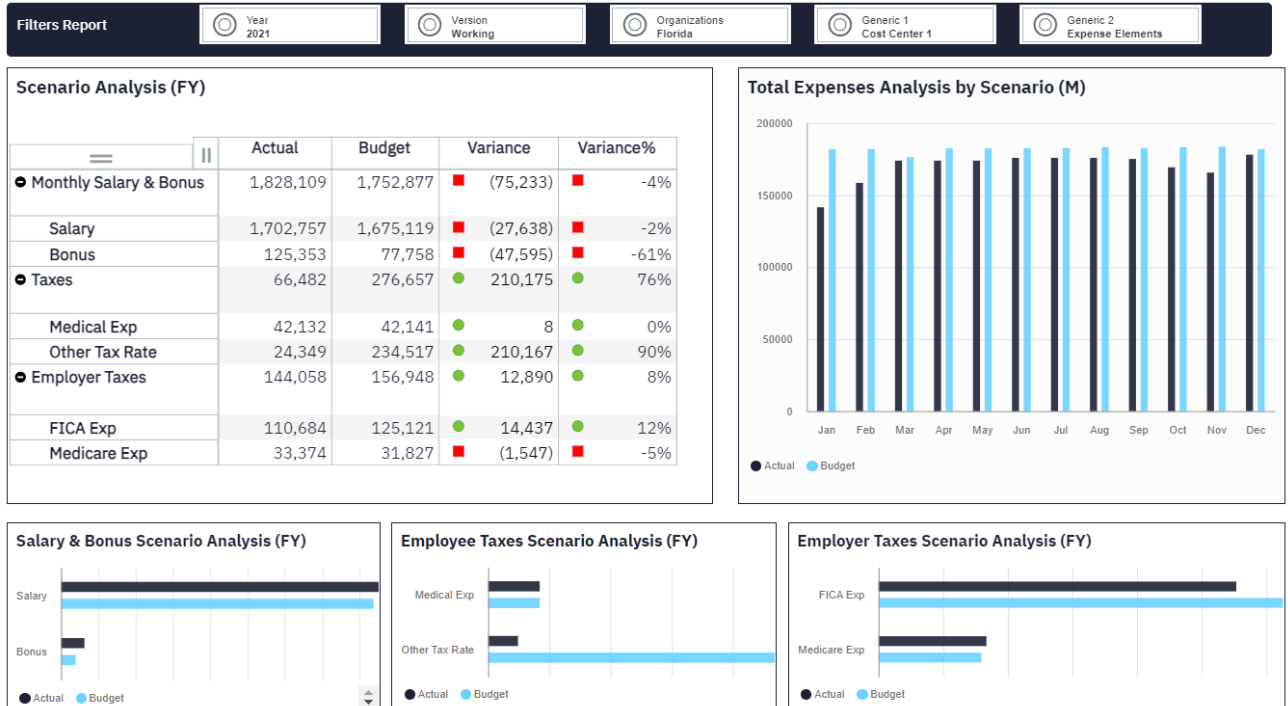
Generic 2 Expense Elements

Department Budget (M)

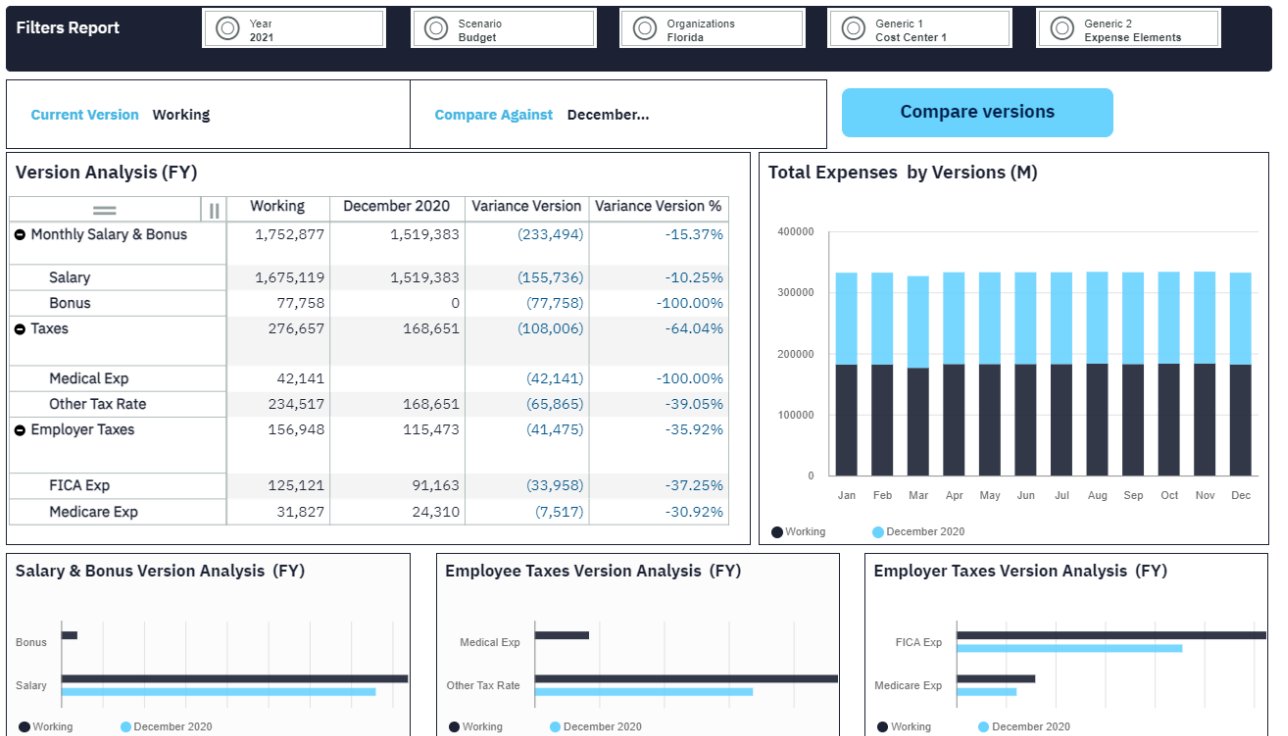
		Last Year	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
● Total Expense		119,272	2,186,482	181,930	182,086	176,433	182,701	182,701	182,701	182,701	183,401	182,701	183,401	183,701	182,027
● Monthly Salary & Bonus		119,272	1,752,877	146,198	146,198	140,235	146,502	146,502	146,502	146,502	147,202	146,502	147,202	147,502	145,828
Salary	0	1,675,119	139,593	139,593	139,593	139,593	139,593	139,593	139,593	139,593	139,593	139,593	139,593	139,593	139,593
Bonus	119,272	77,758	6,605	6,605	641	6,909	6,909	6,909	6,909	7,609	6,909	7,609	7,909	6,235	
● Taxes	0	276,657	22,653	22,809	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120	23,120
Medical Exp			42,141	3,110	3,266	3,577	3,577	3,577	3,577	3,577	3,577	3,577	3,577	3,577	3,577
Other Tax Rate	0	234,517	19,543	19,543	19,543	19,543	19,543	19,543	19,543	19,543	19,543	19,543	19,543	19,543	19,543
● Employer Taxes	0	156,948	13,079	13,079	13,079	13,079	13,079	13,079	13,079	13,079	13,079	13,079	13,079	13,079	13,079



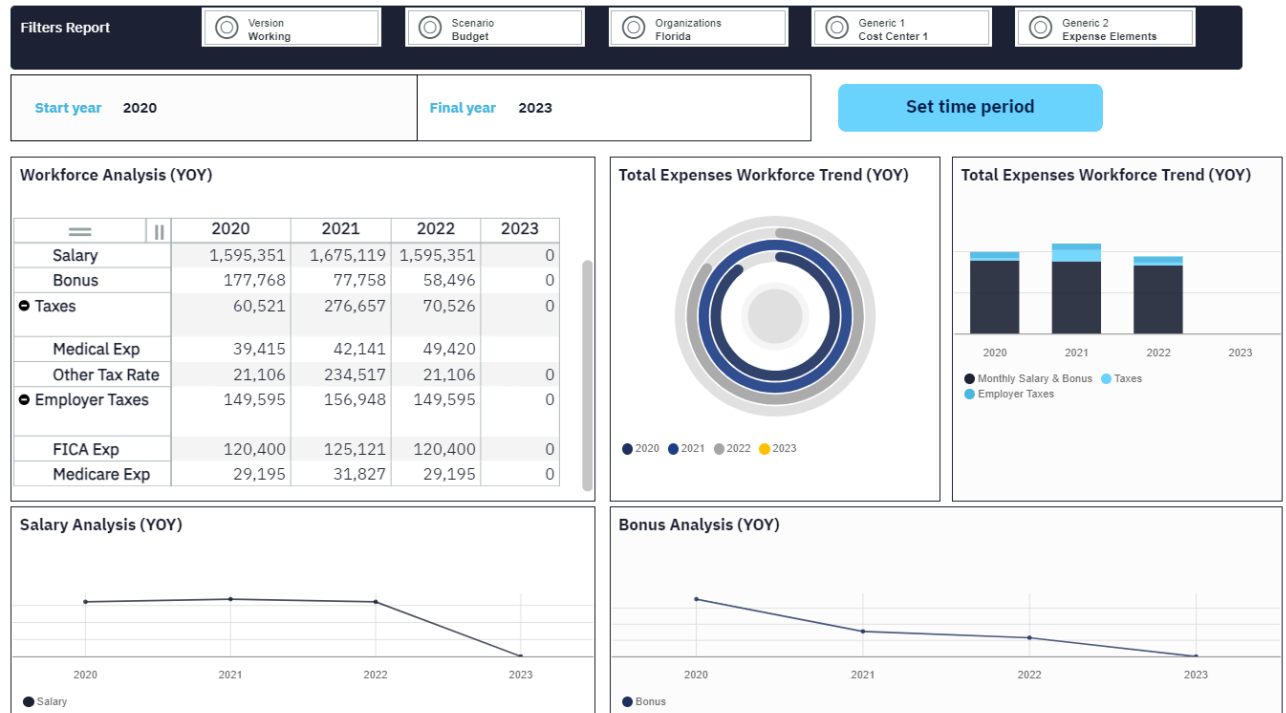
SCENARIO ANALYSIS



VERSION ANALYSIS



ANNUAL FLOW



BALANCE SHEET

MONTHLY HISTORICAL DATA

Filters

Year 2021

Version Working

Cost Center Cost Center 1

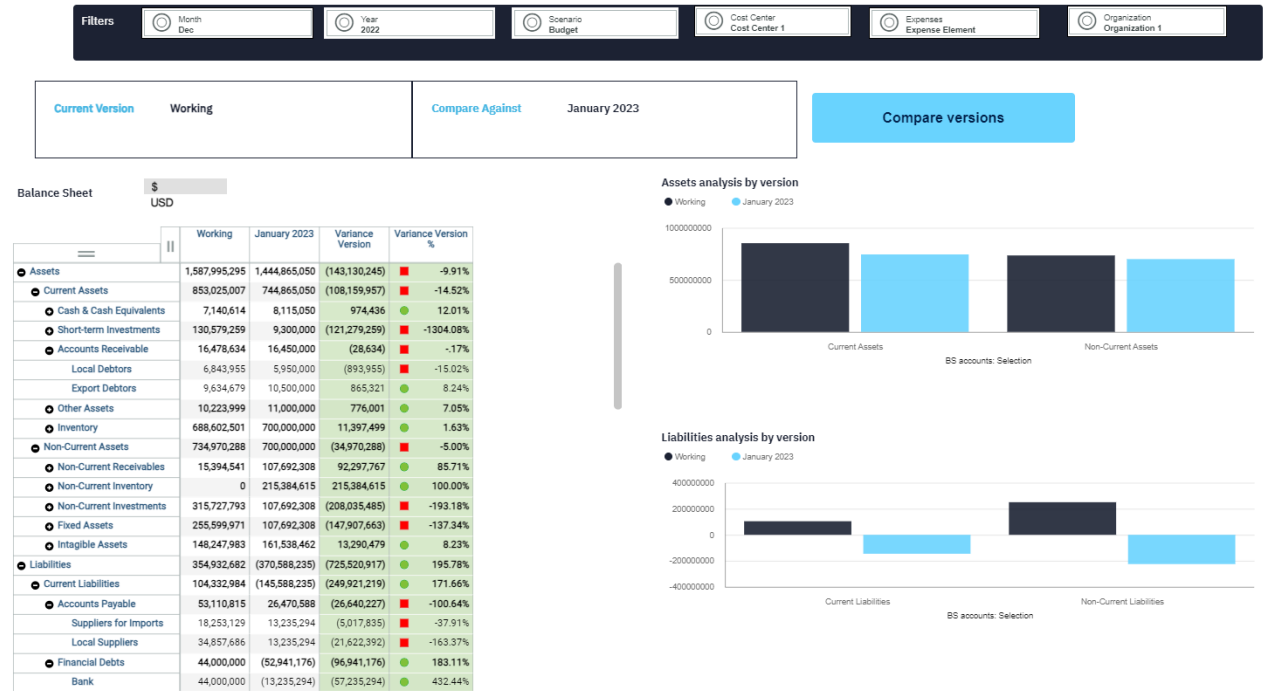
Expenses Expense Element

Organization Organization 1

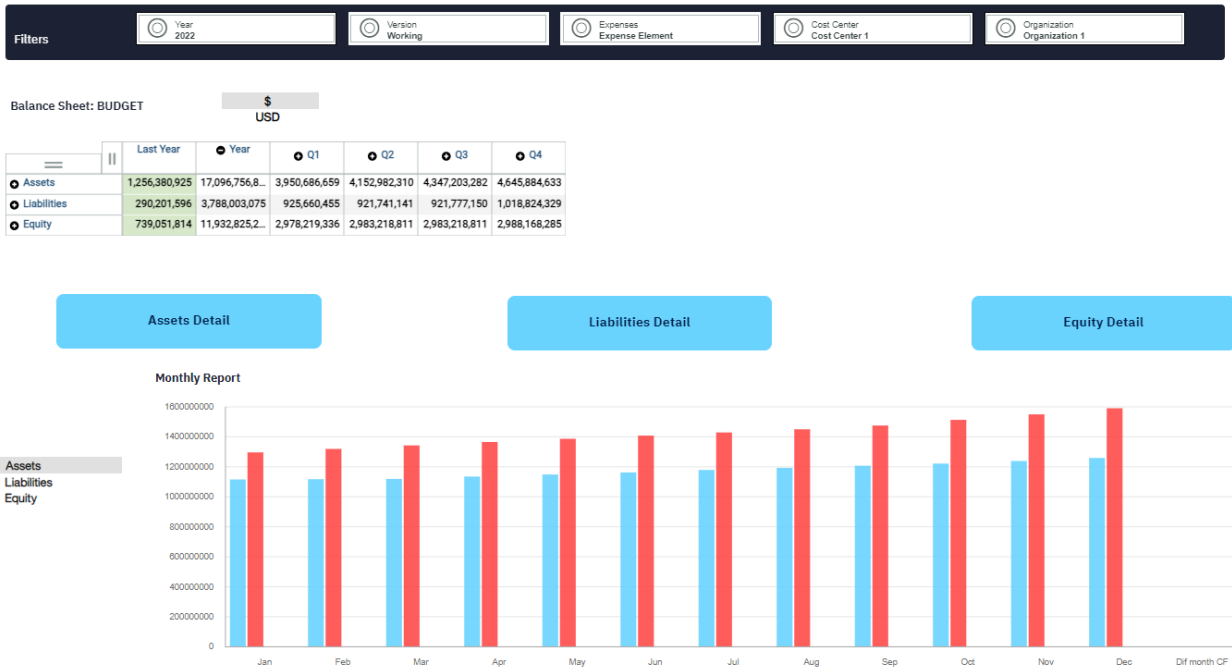
Load Information

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Assets	1,113,050,000	1,114,881,000	1,116,748,920	1,132,415,960	1,146,234,542	1,160,107,975	1,176,495,606	1,190,550,525	1,204,684,044	1,218,889,202	1,236,030,326	1,256,380,925
Current Assets	558,050,000	559,881,000	561,748,920	577,415,960	591,234,542	605,107,975	621,495,606	635,550,525	649,684,044	663,889,202	681,030,326	701,380,925
Cash & Cash Equivalents	5,050,000	5,201,000	5,356,520	5,516,695	5,681,666	5,851,574	6,026,569	6,206,803	6,392,433	6,583,621	6,780,532	6,983,338
Short-term Investments	4,000,000	4,000,000	4,000,000	17,761,432	29,635,932	41,526,009	55,890,189	67,880,726	79,908,076	91,964,406	106,913,153	125,026,913
Accounts Receivable	14,000,000	14,180,000	14,362,400	14,547,233	14,734,532	14,924,332	15,116,667	15,311,571	15,509,081	15,709,232	15,912,060	16,117,601
Other Assets	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Inventory	525,000,000	526,500,000	528,030,000	529,590,600	531,182,412	532,806,060	534,462,181	536,151,425	537,874,454	539,631,943	541,424,581	543,253,073
Non-Current Assets	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000	555,000,000
Non-Current Receivables	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Non-Current Investments	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000	150,000,000
Fixed Assets	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000	250,000,000
Intangible Assets	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000	145,000,000
Liabilities	384,130,888	352,840,071	321,586,175	302,661,400	300,796,868	299,037,188	297,372,607	295,794,412	294,294,817	292,866,859	291,504,310	290,201,596
Current Liabilities	129,000,001	126,750,001	124,641,701	122,661,400	120,796,868	119,037,188	117,372,607	115,794,412	114,294,817	112,866,859	111,504,310	110,201,596
Accounts Payable	69,000,000	67,850,000	66,720,700	65,611,709	64,522,643	63,453,128	62,402,793	61,371,278	60,358,227	59,363,294	58,386,137	57,426,422
Financial Debts	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000	45,000,000
Other Liabilities	10,000,000	8,900,000	7,921,000	7,049,690	6,274,224	5,584,059	4,969,813	4,423,133	3,936,589	3,503,564	3,118,172	2,775,173
Provisions	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001
Non-Current Liabilities	255,130,887	226,090,070	196,944,474	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000
Non-Current Financial Debts	255,130,887	226,090,070	196,944,474	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000	180,000,000
Equity	740,660,583	740,660,583	740,764,154	741,000,996	741,000,996	741,000,996	741,000,996	741,000,996	741,000,996	740,000,996	740,764,154	740,264,154
Capital	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000	400,000,000
Retained Earnings	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000	311,281,000
Result of the Financial Year	29,379,583	29,379,583	29,483,154	29,719,996	29,719,996	29,719,996	29,719,996	29,719,996	29,719,996	28,719,996	29,483,154	28,983,154

VERSIONS OF THE BS BUDGET AT A POINT IN TIME



Quarterly summary of any of the financial statement budgets compared to another scenario or version.



INCOME STATEMENT

MONTHLY BUDGET DETAIL

Filters

Year2021

VersionWorking

Cost CenterCost Center 1

Expenses Expense Element

Organization Organization 1

Add New AccountAdd New Line

Load BUDGET

Income Statement: BUDGET

\$USD

	Last Year	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Income	408,000,000	370,500,000	31,000,000	31,000,000	31,000,000	31,000,000	31,000,000	31,000,000	31,000,000	31,000,000	31,000,000	30,000,000	31,000,000	30,500,000
Local sales	306,000,000	268,500,000	22,500,000	22,500,000	22,500,000	22,500,000	22,500,000	22,500,000	22,500,000	22,500,000	22,500,000	21,500,000	22,500,000	22,000,000
Exports	102,000,000	102,000,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000
Cost of Sales	(7,100,000)	(7,100,000)	(550,000)	(550,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)
Cost of Sales 1	(7,100,000)	(7,100,000)	(550,000)	(550,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)
Gross Profit	400,900,000	363,400,000	30,450,000	30,450,000	30,400,000	30,400,000	30,400,000	30,400,000	30,400,000	30,400,000	30,400,000	29,400,000	30,400,000	29,900,000
Other Results	(2,850,000)	(1,850,000)	(97,368)	(97,368)	(97,368)	(194,737)	(194,737)	(194,737)	(194,737)	(194,737)	(194,737)	(194,737)	(97,368)	(97,368)
Other Income	(2,850,000)	(1,850,000)	(97,368)	(97,368)	(97,368)	(194,737)	(194,737)	(194,737)	(194,737)	(194,737)	(194,737)	(194,737)	(97,368)	(97,368)
Financial Results	(7,100,000)	(8,600,000)	(844,643)	(844,643)	(691,071)	(691,071)	(691,071)	(691,071)	(691,071)	(691,071)	(691,071)	(691,071)	(691,071)	(691,071)
Interest Income	(3,500,000)	(5,375,000)	(383,929)	(383,929)	(460,714)	(460,714)	(460,714)	(460,714)	(460,714)	(460,714)	(460,714)	(460,714)	(460,714)	(460,714)
Other Financial Income	(3,600,000)	(3,225,000)	(460,714)	(460,714)	(230,357)	(230,357)	(230,357)	(230,357)	(230,357)	(230,357)	(230,357)	(230,357)	(230,357)	(230,357)
Net Income	390,950,000	352,950,000	29,507,989	29,507,989	29,611,560	29,514,192	29,514,192	29,514,192	29,514,192	29,514,192	29,514,192	28,514,192	29,611,560	29,111,560

Multi-year budget detail by currencies with access to a more detailed breakdown of revenues, costs, and expenses.

Filters

VersionWorking

Cost CenterCost Center 1

Expenses Expense Element

Organization Organization 1

Income Statement: BUDGET (YOY)

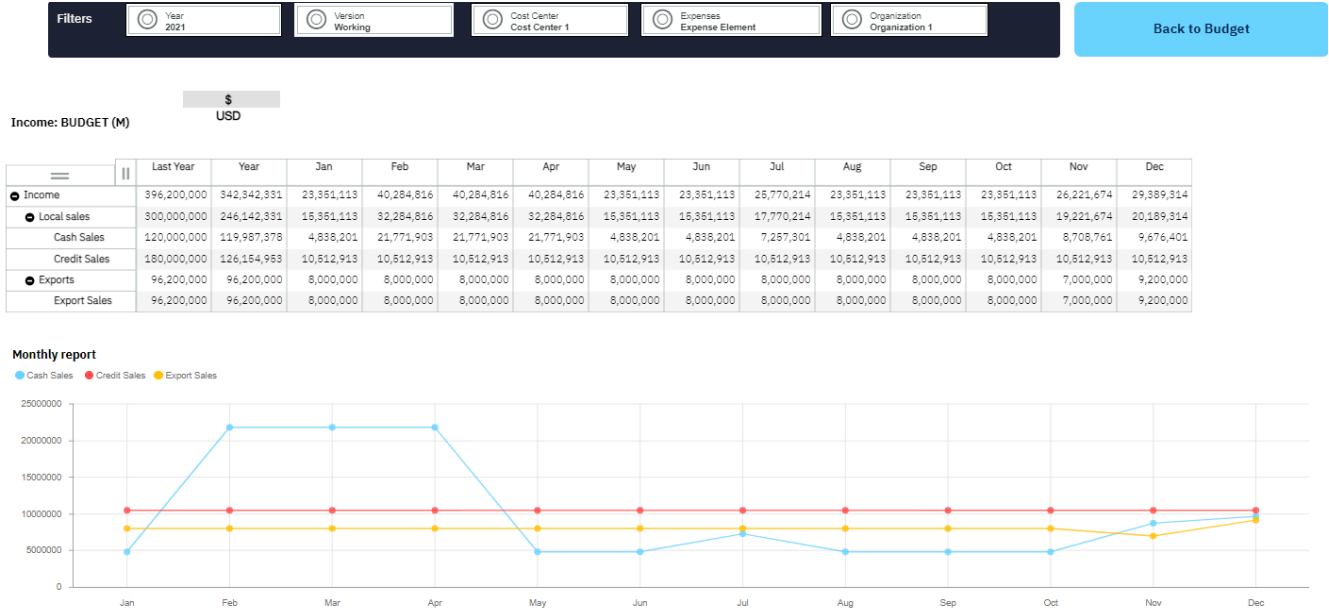
Income Detail

Cost Detail

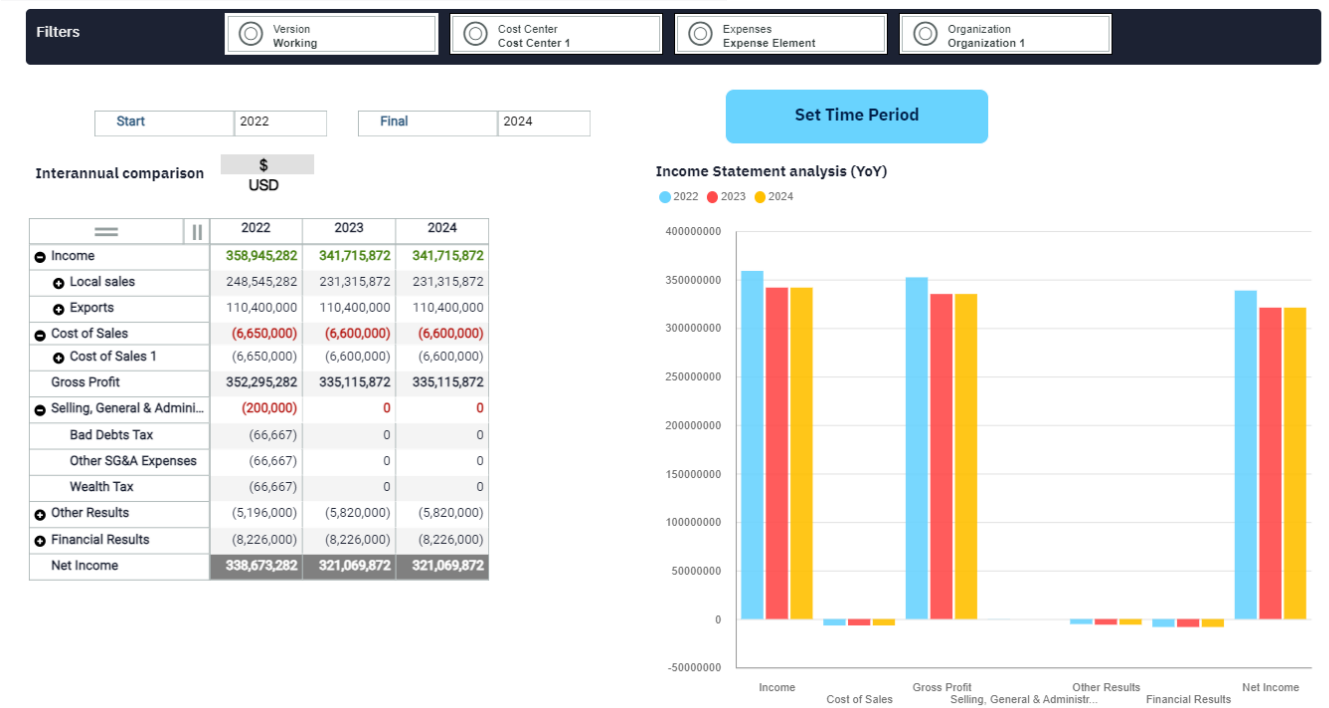
Expense Detail

	USD				\$				
	2021	2022	2023	2024	2021	2022	2023	2024	
Income	8,558,558	8,973,632	8,542,897	8,542,897	342,342,331	358,945,282	341,715,872	341,715,872	
Local sales	6,153,558	6,213,632	5,782,897	5,782,897	246,142,331	248,545,282	231,315,872	231,315,872	
Cash Sales	2,999,684	2,999,684	2,999,684	2,999,684	119,987,378	119,987,378	119,987,378	119,987,378	
Credit Sales	3,153,874	3,213,948	2,783,212	2,783,212	126,154,953	128,557,904	111,328,495	111,328,495	
Exports	2,405,000	2,760,000	2,760,000	2,760,000	96,200,000	110,400,000	110,400,000	110,400,000	
Export Sales	2,405,000	2,760,000	2,760,000	2,760,000	96,200,000	110,400,000	110,400,000	110,400,000	
Cost of Sales	(319,000)	(166,250)	(165,000)	(165,000)	(12,759,990)	(6,650,000)	(6,600,000)	(6,600,000)	
Gross Profit	8,239,559	8,807,382	8,377,897	8,377,897	329,582,341	352,295,282	335,115,872	335,115,872	
Selling, General & Administrativ...	(4,063)	(5,000)	0	0	(162,513)	(200,000)	0	0	
Other Results	49,275	(129,900)	(145,500)	(145,500)	1,971,000	(5,196,000)	(5,820,000)	(5,820,000)	
Financial Results	(200,150)	(205,650)	(205,650)	(205,650)	(8,006,000)	(8,226,000)	(8,226,000)	(8,226,000)	
Net Income	8,084,621	8,466,832	8,026,747	8,026,747	323,384,828	338,673,282	321,069,872	321,069,872	

INCOME DETAIL INFORMATION



Multi-year summary of any of the financial statements



CASH FLOW

Monthly cash flow detail for operating, financing, and investing activities.

Filters

☐ Year 2023

☐ Version Working

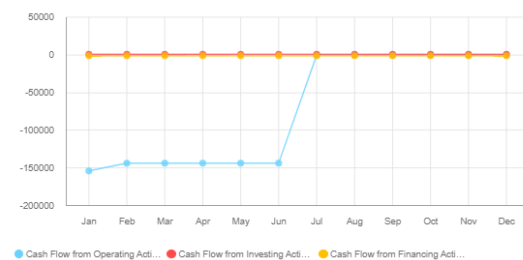
☐ Organization Florida

☐ Cost Center Cost Center 1

☐ Expenses Expense Element

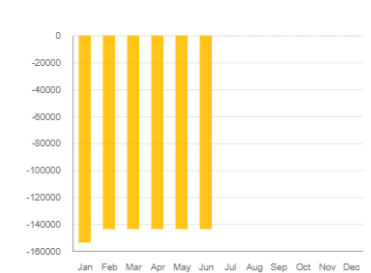
		\$ USD											
Cash Flow: BUDGET													
	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
● Cash Flow from Operating Activities	(872,663)	(153,695)	(143,707)	(143,710)	(143,713)	(143,718)	(143,722)	(52)	(56)	(61)	(69)	(76)	(84)
● Cash Flow from Investing Activities	9,000	750	750	750	750	750	750	750	750	750	750	750	750
● Cash Flow from Financing Activities	(10,000)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)
Net Cash Flow	(873,663)	(153,778)	(143,790)	(143,793)	(143,796)	(143,801)	(143,805)	(135)	(139)	(144)	(152)	(159)	(167)
Final Cash Balance	(873,663)	(153,778)	(143,790)	(143,793)	(143,796)	(143,801)	(143,805)	(135)	(139)	(144)	(152)	(159)	(167)

Monthly Report



Operating Activities	-873K
Financing Activities	-10K
Investing Activities	9K

Final Cash Balance



CAPEX

ACTUAL CAPITAL DATA

Filters Report

☐ Year 2021

☐ Asset type Cars

☐ Organization Florida

☐ Cost Center Cost Center 1

☐ Expenses Expense Element

Capital Data (FY)

Description	Purchase Cost	Life	Monthly Expense	Justification	Project Code	In-Service Period	Details
Director of Marketing Car	3,000,000	60	50000	Membership	15553	Jan	Purchased in 2021, Jan
Director of Finance Car	7,000,000	60	116667	Membership	564785		Purchased in 2021, Jan
Director of Sales Car	5,000,000	60	83333	Membership	564777		Purchased in 2021, Jan
CEO Finance Car	7,605,440	60	126757	renewal	564790		Purchased in 2021, Jan

[New Line \(Description\)](#)[Load Capital Data](#)

Asset Life (FY)

	Asset life (months)
Cars	60
Furniture	120
Buildings	600
Machinery	120
Equipment	120
Patents Trademarks a...	60

[New Line \(Asset Life\)](#)[Load Asset Life](#)

ANNUAL BUDGET

Filters Report

Organization
Florida

Cost Center
Cost Center 1

Expenses
Expense Element

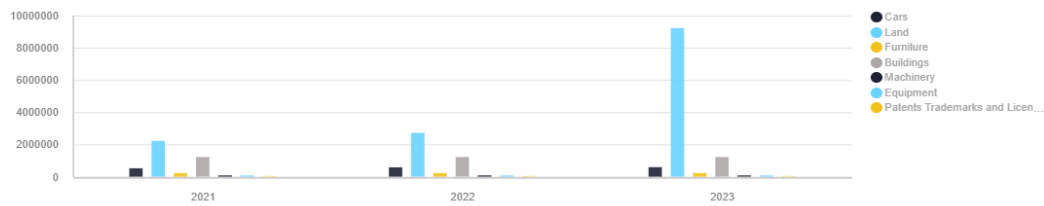
Estimated Purchase Cost (YOY)

	2021	2022	2023
Cars	520,000	580,000	590,000
Land	2,220,000	2,720,000	9,220,000
Furniture	220,000	220,000	220,000
Buildings	1,220,000	1,220,000	1,220,000
Machinery	80,000	80,000	80,000

New Line
(Purchase Cost)

Load Estimated Purchase
Cost

Estimated Purchase Cost by Asset Type (YOY)



DEMAND FORECASTING

CONFIGURATION

Filters

Select an Organization:

Select a Channel:

Select a Product:

Forecast Set Up

Select the following parameters to define the forecast period:

N° of months to predict: 12

First month prediction: 1

Year prediction: 2022

Advanced Configuration

Select the following parameters to train the model:

Month the training starts: 1

Year the training starts: 2018

Month the training ends: 12

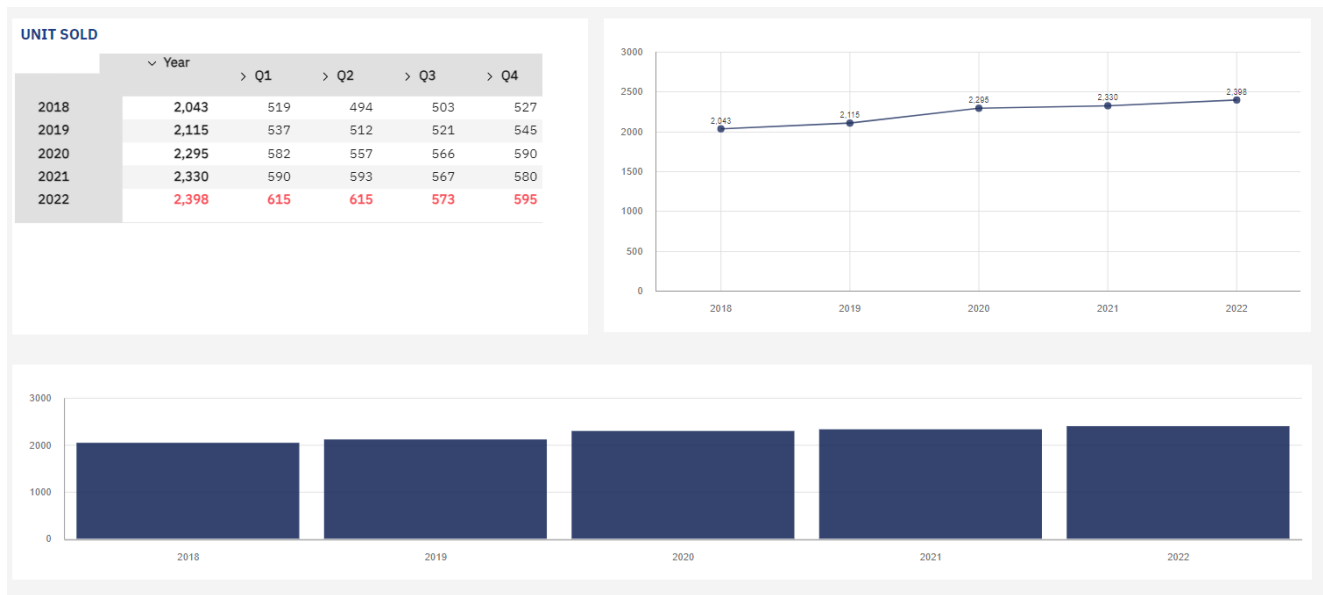
Year the training ends: 2021

Forecast

MONTHLY REPORT



ANNUAL REPORT



Annex 2: Data inbox

Standardized interfaces require the following information for data loading.
The first column identifies the item, followed by a description of the item.
The last column represents an example of the value that the concept can take.

Workforce

Field	Description	Example
name	Employee name	Kevin
years	Year	2020
cod_organization	Organization code	1001
organization	Organization description	Florida
cod_jobtype	Job type code	1
job type	Job type description	Sales
cod_jobcode	Job Code	1
jobcode	Job code description	Acct Exec
fte	Full-Time Equivalent	1
start_pd	Starting period	Jan
term_pd	Ending period	Oct
merit_pd	Merit period	May
currency_salary	Salary	500,000
merit_adj%	Merit adjustment	20
comment	Comments	Users can write comments

Field	Description	Example
years	Year	2020
cod_jobtype	Job type code	1
job type	Job type description	Sales

merit%	Merit percentage	15
bonus%	Bonification percentage	25

Field	Description	Example
years	Year	2020
cod_jobcode	Job Code	1
jobcode	Job code description	Acct Exec
salary_assumption	Salary assumption	120,000

Field	Description	Example
years	Year	2020
medicare	Medicare expenses	20
ls	IS	15
fica_limit	FICA limit	30
medical	Medical insurance	40
other_benefit_rate	Other benefits	30

Field	Description	Example
years	Year	2020
cod_organization	Organization code	1
organization	Organization description	Florida
salary	Planned salary	1,000,000

Assets

Field	Description	Example
years	Year	2020
cod_asset_types	Asset type code	1
asset_types	Asset type description	Furniture
asset_life	Asset expected life	48
estimated_cost	Asset's estimated cost	150,000

Field	Description	Example
years	Year	2020
cod_organization	Organization code	1
organization	Organization description	Florida
cod_asset_types	Asset type code	1
asset_types	Asset type description	Cars
description	Asset description	Tesla Model S
purchase_cost	Purchase cost	99,900
purchase_month	Purchase month	January
service_month	Service month	March
project_code	Project code	15006
explanation	Explanation for acquiring the asset	It was needed for ...

Revenue

Field	Description	Example
years	Year	2020
cod_channel	Sales channel code	1
channel	Sales channel description	Web sale
cod_product	Product code	1
product	Product Description	3G 32Gb
measure	Measure description	Unit price
month_1	January entry	65
month_2	February entry	69
month_3	March entry	68
month_4	April entry	70
month_5	May entry	72
month_6	June entry	55
month_7	July entry	60
month_8	August entry	63
month_9	September entry	65
month_10	October entry	68
month_11	November entry	68
month_12	December entry	70

Field	Description	Example
years	Year	2020
cod_factory	Factory or building code	1
Factory	Factory or building description	Warehouse A
cod_product	Product code	1
product	Product or service description	3G 32Gb
measure	Measure	Unit price
month_1	January entry	65
month_2	February entry	69
month_3	March entry	68
month_4	April entry	70
month_5	May entry	72
month_6	June entry	55
month_7	July entry	60
month_8	August entry	63
month_9	September entry	65
month_10	October entry	68
month_11	November entry	68
month_12	December entry	70

Field	Description	Example
years	Year	2020
cod_organization	Organization code	1
organization	Organization description	Florida
cod_channel	Sales channel code	1
channel	Sales channel description	Web sale

cod_product	Product code	1
product	Product Description	3G 32Gb
measure	Measure	Pallets
month_1	January entry	65
month_2	February entry	69
month_3	March entry	68
month_4	April entry	70
month_5	May entry	72
month_6	June entry	55
month_7	July entry	60
month_8	August entry	63
month_9	September entry	65
month_10	October entry	68
month_11	November entry	68
month_12	December entry	70

Field	Description	Example
Years	Year	2020
cod_organization	Organization code	1
organization	Organization description	Florida
cod_channel	Sales channel code	1
Channel	Sales channel description	Web sale
cod_product	Product code	1
Product	Product Description	3G 32Gb
month_1_unit_sold	January entry	65
month_2_unit_sold	February entry	69
month_3_unit_sold	March entry	68
month_4_unit_sold	April entry	70
month_5_unit_sold	May entry	72
month_6_unit_sold	June entry	55
month_7_unit_sold	July entry	60
month_8_unit_sold	August entry	63
month_9_unit_sold	September entry	65
month_10_unit_sold	October entry	68
month_11_unit_sold	November entry	68
month_12_unit_sold	December entry	70

Operating Expenses

Field	Description	Example
years	Year	2020
cod_organization	Organization code	1
organization	Organization description	Florida
cod_account	Account code	10
account	Description of the chart of accounts	Office Equipment
month_1	January entry	200
month_2	February entry	220
month_3	March entry	250

month_4	April entry	270
month_5	May entry	280
month_6	June entry	235
month_7	July entry	250
month_8	August entry	255
month_9	September entry	260
month_10	October entry	280
month_11	November entry	267
month_12	December entry	295

Field	Description	Example
years	Year	2020
cod_currency	Organization code	1
currency	Organization description	USD
cod_exchange_rate_type	Exchange code	1
exchange_rate_type	Exchange rate type description	Average
month_1	January entry	1
month_2	February entry	1
month_3	March entry	1
month_4	April entry	1
month_5	May entry	1
month_6	June entry	1
month_7	July entry	1
month_8	August entry	1
month_9	September entry	1
month_10	October entry	1
month_11	November entry	1
month_12	December entry	1

Annex 3: Dimensions of the solution

The following are the standard dimensions included in the solution.

The first column identifies the module where it is being used.

The second column is the technical code of the dimension.

The third column provides information about whether the dimensions can be edited.

An edited dimension can be connected to its data source and updated automatically.

Form	Dimension	Is it editable by the user?
Common to all modules	co_year	Not editable.
Common to all modules	co_month	No editable.
Common to all modules	co_version	Editable.
Common to all modules	co_scenario	No editable.
Common to all modules	co_string	No editable.
Common to all modules	co_calendar	No editable.
Common to all modules	co_organizations	Editable.
Common to all modules	co_1	Editable.
Common to all modules	co_2	Editable.
Common to all modules	co_manufacturing plant	Editable.
Workforce	wf_benefit	No editable.
Workforce	wf_employee_name	Editable.
Workforce	wf_employeeelist	No editable.
Workforce	wf_job_code	Editable.
Workforce	wf_Job_code_assumptions	No editable.
Workforce	wf_jobe_type	Editable.
Workforce	wf_jobe_type_assumptions	No editable.
Workforce	wf_m_compensation	No editable.
Workforce	wf_m_employee	No editable.
Assets	cp_asset_types	Editable.
Assets	cp_asset_life	No editable.
Assets	cp_capital	No editable.
Assets	cp_depreciation	No editable.
Assets	cp_capital_description	No editable.
Assets	cp_capital_list	No editable.
Revenue	re_channel	Editable.
Revenue	re_m_rate_bom	Editable.
Revenue	re_m_Ingresos	No editable.
Revenue	re_m_Ingresos_assumption	No editable.
Revenue	re_m_supply_chain	No editable.
Revenue	re_product	Editable.
Operating Expenses	is_currency	Editable.
Operating Expenses	is_currency_calc	No editable.

Operating Expenses	is_exchange_rate	No editable.
Operating Expenses	is_exchange_rate_type	No editable.
Operating Expenses	is_m_account	No editable.

In the next section, you can find the list of elements for the standard dimensions.

Workforce

Dimension	Elements
wf_benefit	Medicare IS FICA Limit Medical Other Benefits Rate
wf_employee_name	Employee list.
wf_employeeelist	Employee list.
wf_job_code	Sales Acct Exec Acct Mgr Sales Mgr Reg Bishop Mktg Mkt Spc 1 Mkt Spc 2 Mkt Spc 3 Mkt Mgr Mtk Dir End Pay Sup End Anly Bishop Treas Mngr Acct II Acct Mgr2 AP Coord
wf_Job_code_assumptions	50P Salary
wf_job_e_type	Sales Mktg End
wf_job_e_type_assumptions	Merit % Bonus %
wf_employee	Name/Desc Job Type Job Code FTE 50P Salary Current Salary Merit Pd Merit %

	Merit Adj % Merit % Final New Salary Salary Start Pd Term/xfer Pd Comment EmplID Total Cost Calc Salary Month Salary Validation ValidationFlag MeritValidation FTEValidation RowFormat
wf_compensations	Monthly Salary & Bonus Salary Bonus Benefits Medical Exp Other Benefits Exp Employer Taxes FICA Exp Medicare Exp YTD Salary & Bonus

Assets

Dimension	Elements
cp_asset_types	Assets of the company
cp_asset_life	Purchased cost Asset life (months)
cp_capital	Description Purchase Cost Purchase Period In-Service Period Project Code Life Monthly Expense Explanation ID

cp_depreciation	--COST-- Cost Beg Bal Additions YTD Additions In Service YTD In Service Adjustments Cost End Bal --DEPRECIATION-- Depr Beg Bal Depr on Existing Assets Depr on Additions Total Depreciation Depr End Bal --BALANCE SHEET-- Asset Beg Bal Asset End Bal
cp_capital_list	Assets of the company

Revenue

Dimension	Elements
re_channel	Sale channels
re_m_rate_bom	Direct labor Raw Material Circuit board Wire Diodes Purchased Finished Goods Silicon Chip Packaging Material Cardboard Tray Shrink wrap Misc Misc element
re_m_ingresos	Unit Price Unit Sold Unit Cost Gross Margin % Gross Margin Gross Income Cost of Sales Direct COGS Indirect COGS
re_m_ingresos_assumption	Initiative Discount Average Unit Price Unit Price Unit Cost

re_m_supply_chain	Units Sold Total Cost of Goods Sold – Regional Direct Costs Direct Material Raw Material Packaging Material Pallets Miscellaneous Direct Labor Indirect Costs Overhead Indirect Labor
re_product	Product list

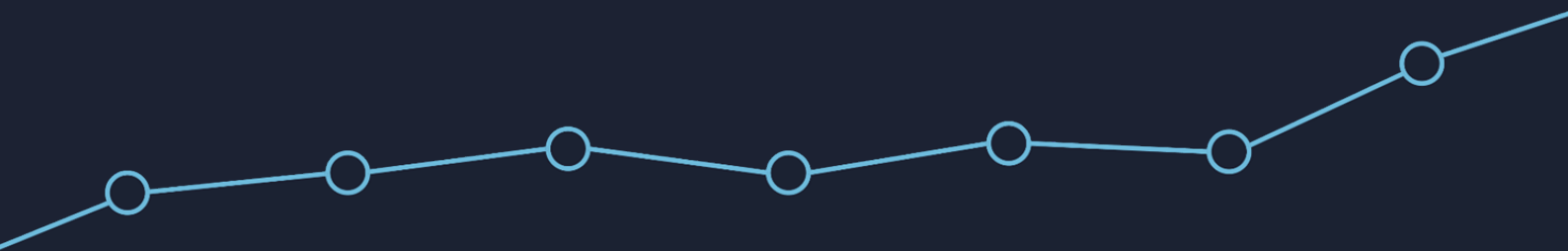
Operation budget

Dimension	Elements
is_currency	USD GBP
is_currency_calc	Local Base
is_exchange_rate	Exchange rate
is_exchange_rate_type	Average Month end Spot
is_m_account	Employee Salary Bonus Benefit Employer Taxes FTE Gross Margin Gross Income Cost of Sales Depreciation Depreciation - New Depreciation - Existing Rev per FTE Office Expense Office Equipment Office Supplies Other Expense Postage and Mailing Travel Telephone Meals Hotel Vehicles Entertaining Marketing Sales Promotion Advertising



QUANAM

Knowledge and Innovation



To: Heber City Council

September 28, 2023

From: Mayor Heidi Franco



Nominations to the new Arts Advisory Committee

Background Info:

The Arts Advisory Committee shall consist of five voting members who are residents of Heber City, to be appointed by the Mayor, with the advice and consent of the City Council. To the extent possible, the Mayor shall appoint committee members with diverse backgrounds in the arts including music, visual art, drama, creative writing, photography, theater, and dance.

The term of office for Arts Advisory Committee members shall be **three years, except for the initial establishment of the Arts Advisory Committee, two members shall be appointed for two-year terms.** Any vacancies in these positions shall be filled by a recommendation to and confirmation by the City Council. The appointment will be for the remaining time of the member whose vacancy is being filled. **Two consecutive four-year terms shall be the limit for regular membership.** Partial terms shall not be considered in determining whether a person has served two consecutive terms. If new or replacement appointments are not made, then the existing or current members shall continue in their capacity until a new appointment or replacement is made.

The appointed members of the Arts Advisory Committee shall elect a Chair of the Arts Advisory Committee. The Chair shall be responsible for conducting meetings.

For More information, please read the following ordinance, https://heber.municipalcodeonline.com/book?type=ordinances#name=2.46_Arts_Advisory_Committee

Mayor Franco is submitting three nominees to the City Council:

1- Nancy O'Toole; notoole@mountainland.org (For a Two-Year Term, October 2023- October 2025)

2- Phil Jordan (For a Three Year Term, October 2023- October 2026)

Name	Philip Jordan
Email Address	pjordanxc@gmail.com
City	Heber City

State	UT
Zip Code	84032
Background/Experience/Qualifications	I have more than 35 years of management experience in arts venues development (design and construction) and operations, theatrical production, special events and community coalition building. Since 2005, I served as the Division Director for the Salt Lake County Center for the Arts in Salt Lake County, Utah. I managed a \$12 million annual operating budget together with a 54 member team that administered 5 major venues and ticketing services including: the 2,500 seat Eccles Theater. 2,800-seat Maurice Abravanel Concert Hall, 1,870-seat historic Capitol Theatre, 3 theatres at Rose Wagner Performing Arts Center, Utah Museum of Contemporary Art (UMOCA), and ArtTix ticketing service. Please note that while I consult to the Wasatch County Arts Council, I am not a current member of that Council.
Why I want to serve on the Arts Advisory Committee	What drives my decision-making is my belief that Performing Arts and Events dynamically grow local and regional economies, and are the gateway for long term growth. My vision is performers of all kinds make indelible positive impact and thrive on audience feedback while those audiences engage in live experiences that bring value. I firmly believe in transparent governance of our public assets and am excited about how our new TAP Tax will vitally assist the growth of all our city arts forms!

3- Farah Sanders (For a Two-Year Term, October 2023- October 2025)

Name	Farah Sanders
Email Address	Farah.sanders@uvu.edu
City	Heber city
State	Utah

Zip Code

84032

Background/Experience/Qualifications

I have worked in public relations and the arts for many years. I am a graduate of the USU Youth Conservatory of Music, having performed in many piano concerts. I also have performed in musicals and plays at theaters throughout the state including the popular Ellen Eccles Theater in Logan, Utah, as well as the fun and whimsical Pickleville Playhouse on the shores of Bear Lake, Utah. I also volunteered with the Lehi Arts, Council, serving as the Music Director for the musical The Secret Garden. In addition to this, I have worked in public relations for many years and understand the importance of maintaining relationships with target audiences as well as working with the media. I have a background in event planning and can assist in fundraising events. I also own a flower farm locally and teach classes in floral design at the local UVU campus. I am hoping to bring a perspective of the tangible arts in addition to the more traditional arts. I have been a resident of the Heber valley for 10 years and I am invested in it's future

Why I want to serve on the Arts Advisory Committee

I believe it is important to listen to community input on their needs, as well as provide the community with opportunities to participate in the arts. As someone who had the arts be a dominant part of their youth, I provide a perspective of not only an adult, but how the arts shape youth development. In addition to that I bring not only one perspective, but a perspective from both the musical, theater, photographic, and tangible arts. I greatly want to serve my community and feel this is a way to give back all that this community has given to me. I'm very good at gaining media coverage and event planning to assist with fundraising as well.

Mayoral Proclamation for National Hispanic Heritage Month

September – October 2023

“Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America.

“The observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. It was enacted into law on August 17, 1988, on the approval of Public Law 100-402.

“The day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively. Also, Columbus Day or Día de la Raza, which is October 12, falls within this 30 day period.

“From The American Presidency Project: Proclamation 10446—National Hispanic Heritage Month, 2022: ‘Hispanic heritage holds an indelible place in the heart and soul of our Nation, and National Hispanic Heritage Month reminds us that the American identity is a fabric of diverse traditions and stories woven together. Since the beginning, our country has drawn strength and insights from Hispanic writers, scientists, soldiers, doctors, entrepreneurs, academics, and leaders in labor and government. Our culture has been enriched by the rhythms, art, literature, and creativity of Hispanic peoples. And our deepest values have been informed by the love of family and faith that is at the core of so many Hispanic communities. All of these contributions help us realize the promise of America for all Americans’ “(see <https://www.census.gov/newsroom/stories/hispanic-heritage-month.html>).

NOW, THEREFORE, I, Heidi Franco, Mayor of Heber City, do hereby proclaim September 15 through October 15, 2023, as National Hispanic Heritage Month in honor of the 18% of Heber Citizens who are Hispanic or Latino.

I call upon all Heber Citizens to observe this month with appropriate ceremonies, activities, and programs that celebrate Hispanic heritage and recognize the impact Hispanic peoples have had on our City, County, & Nation.

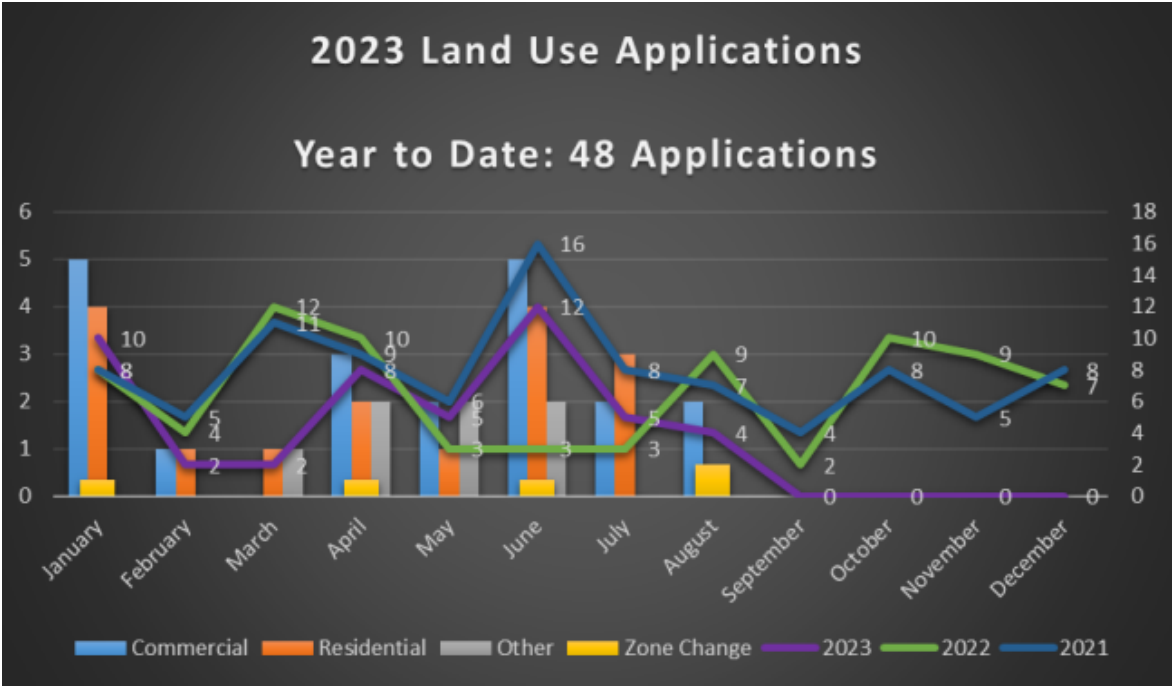
September 2023

Monthly Development Report

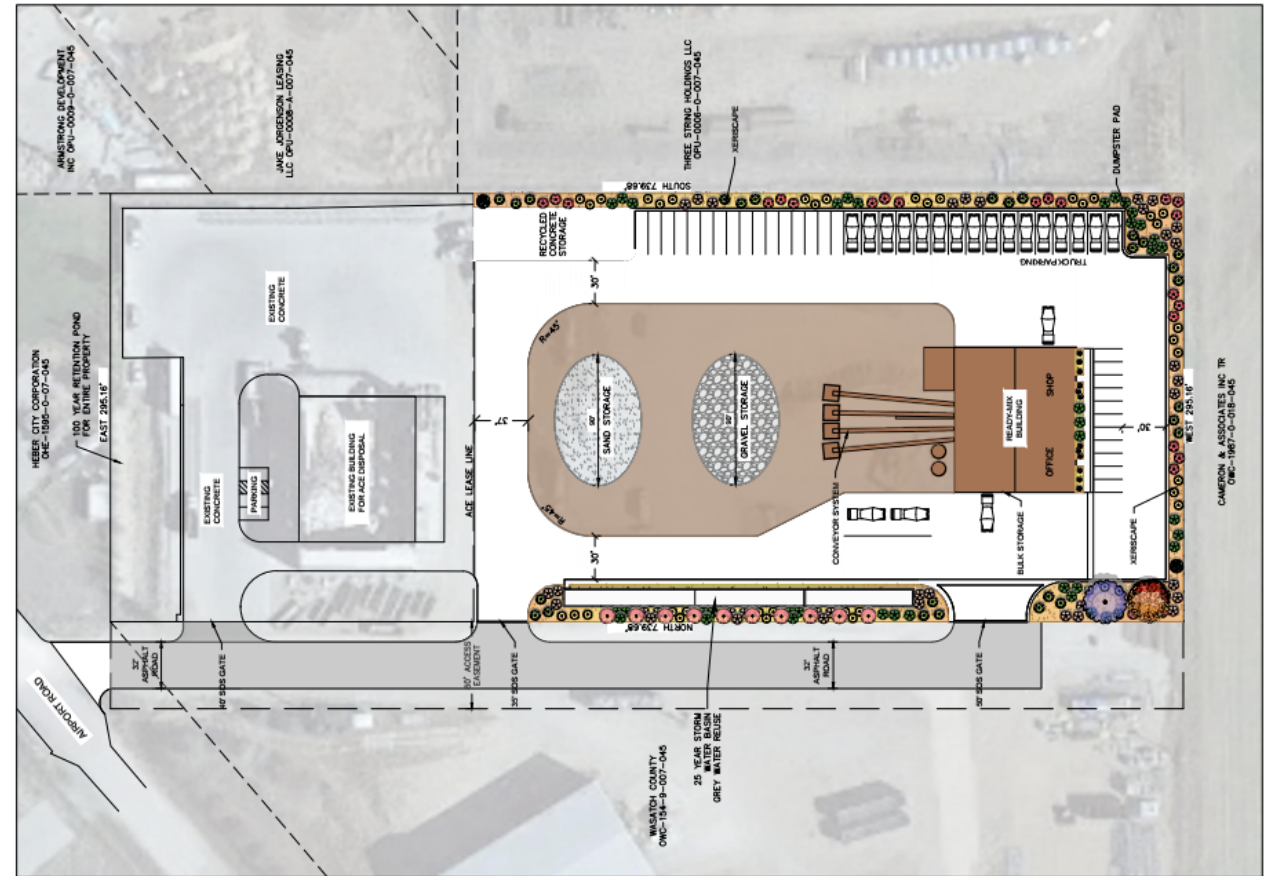
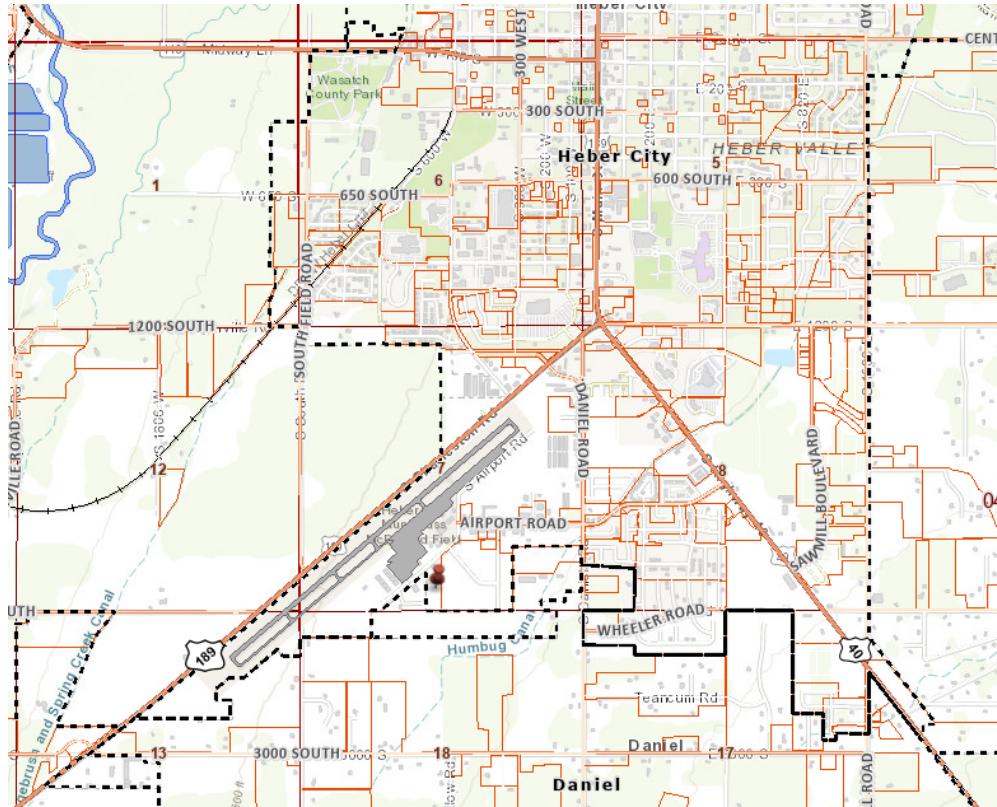
AUG 23' – PLANNING DEP.

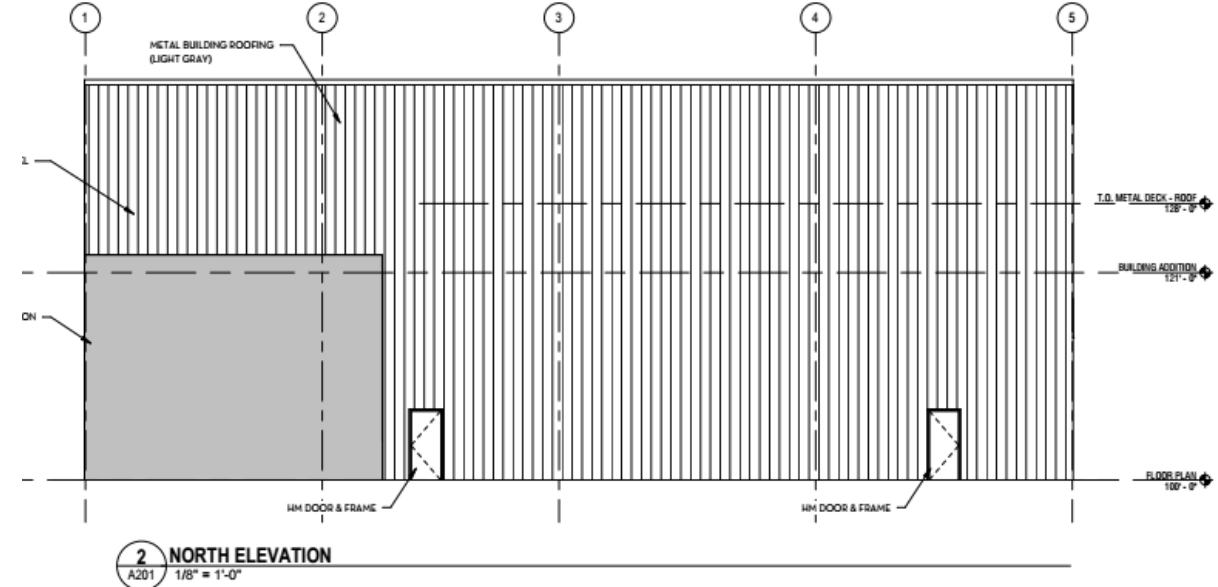
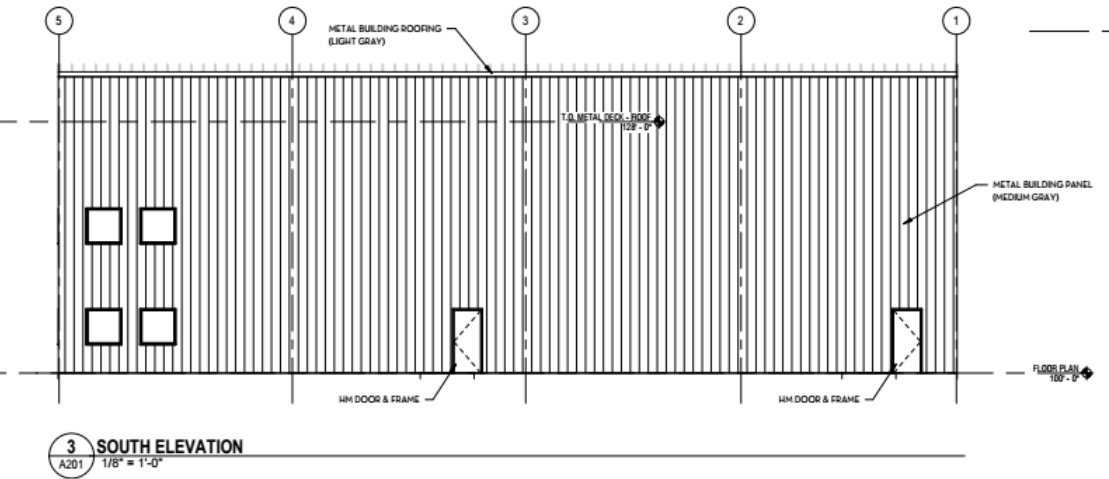
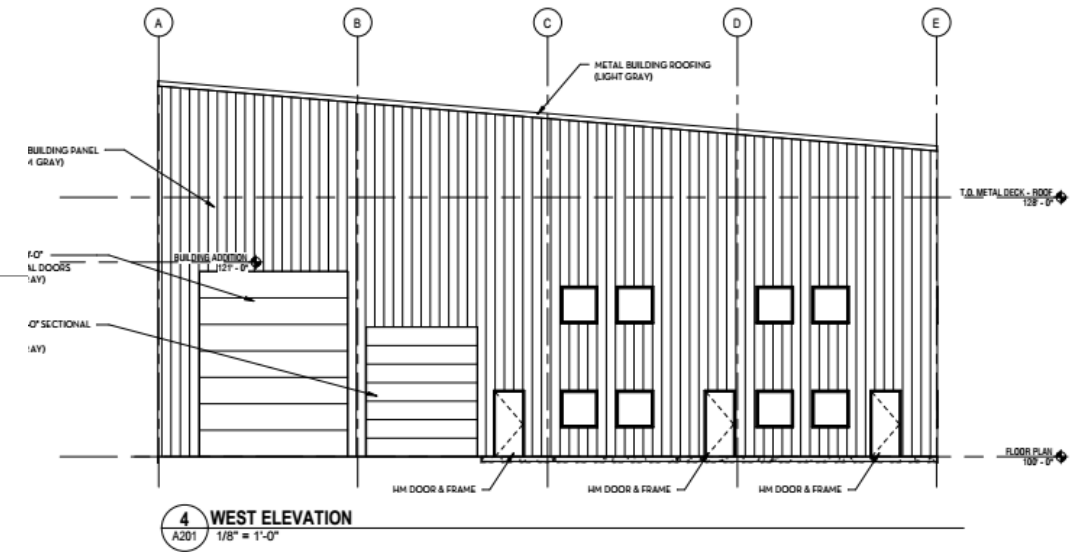
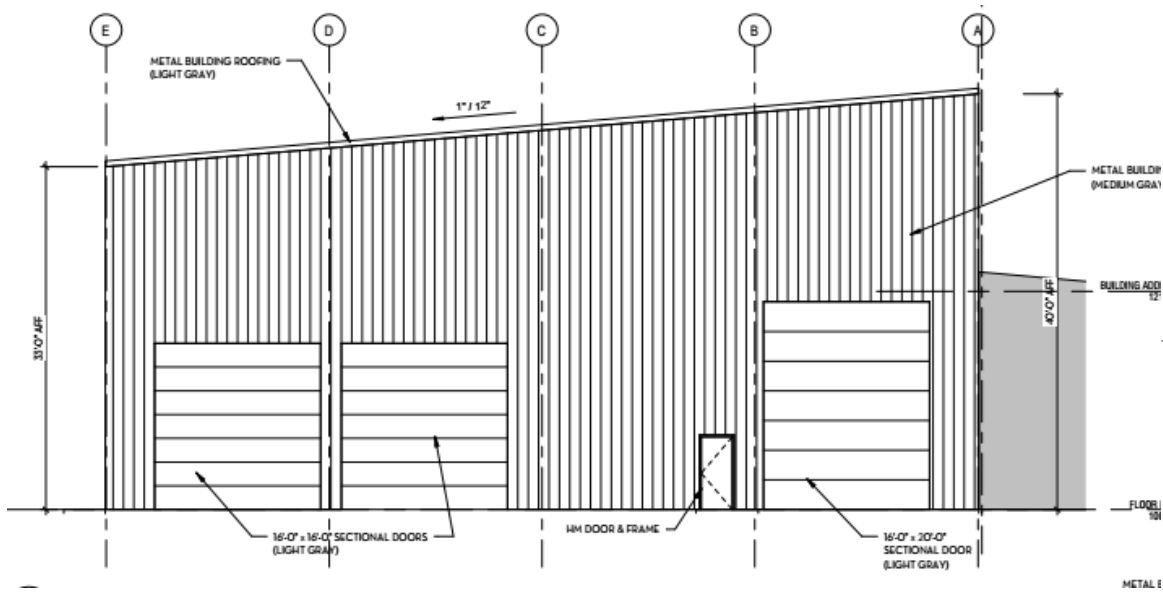
New Applications

- Concept – 0
- Site Plan/Amendments – 1
- Subdivision Concept – 0
- Preliminary Plat – 1
- Final Plat – 0
- Zone Change/MDA – 2
- Other (Plat Amendments, Lot Line Adjustments, etc.) – 0

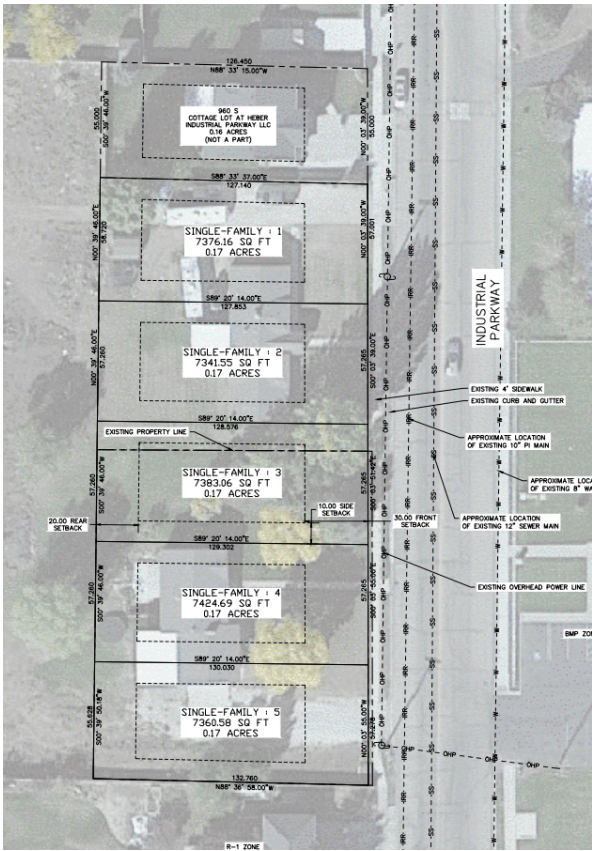
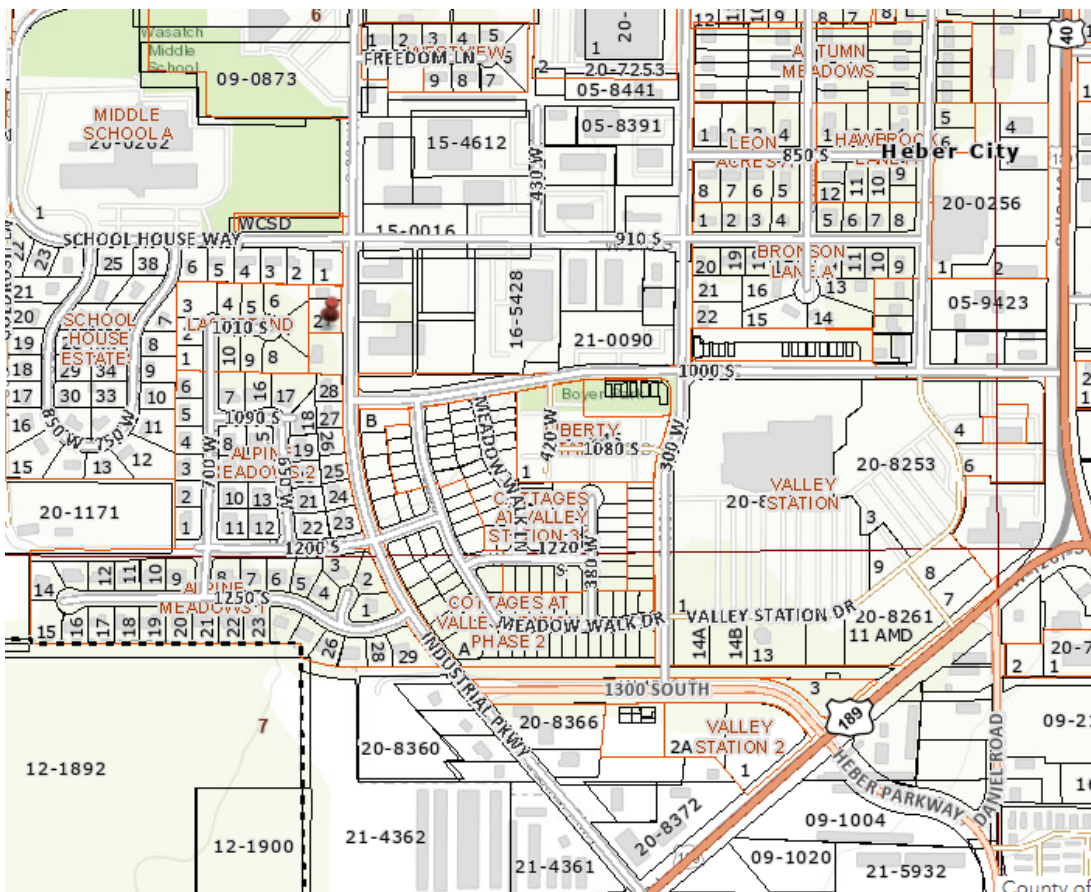


Site Plan – American Eagle Ready Mix

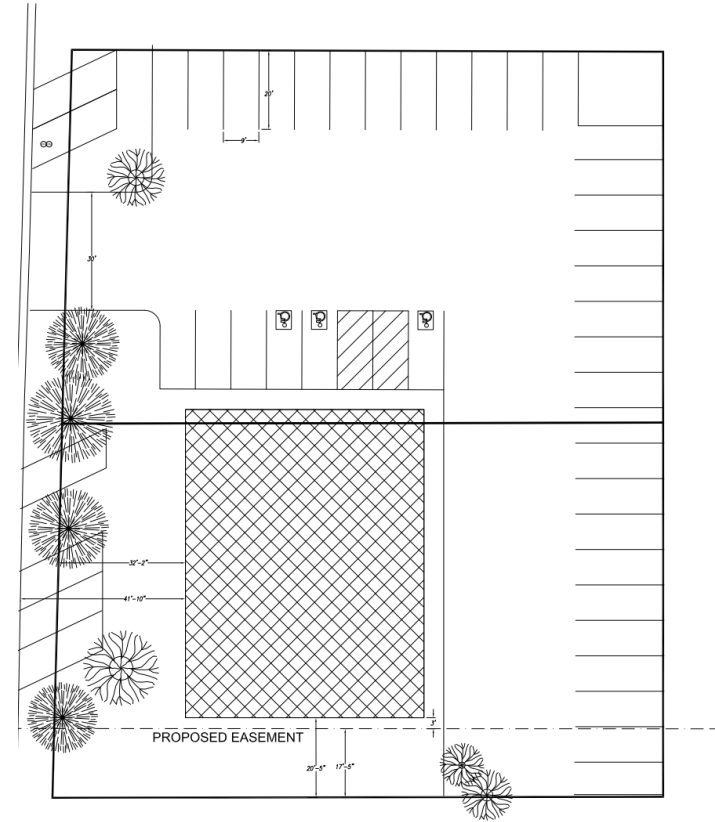
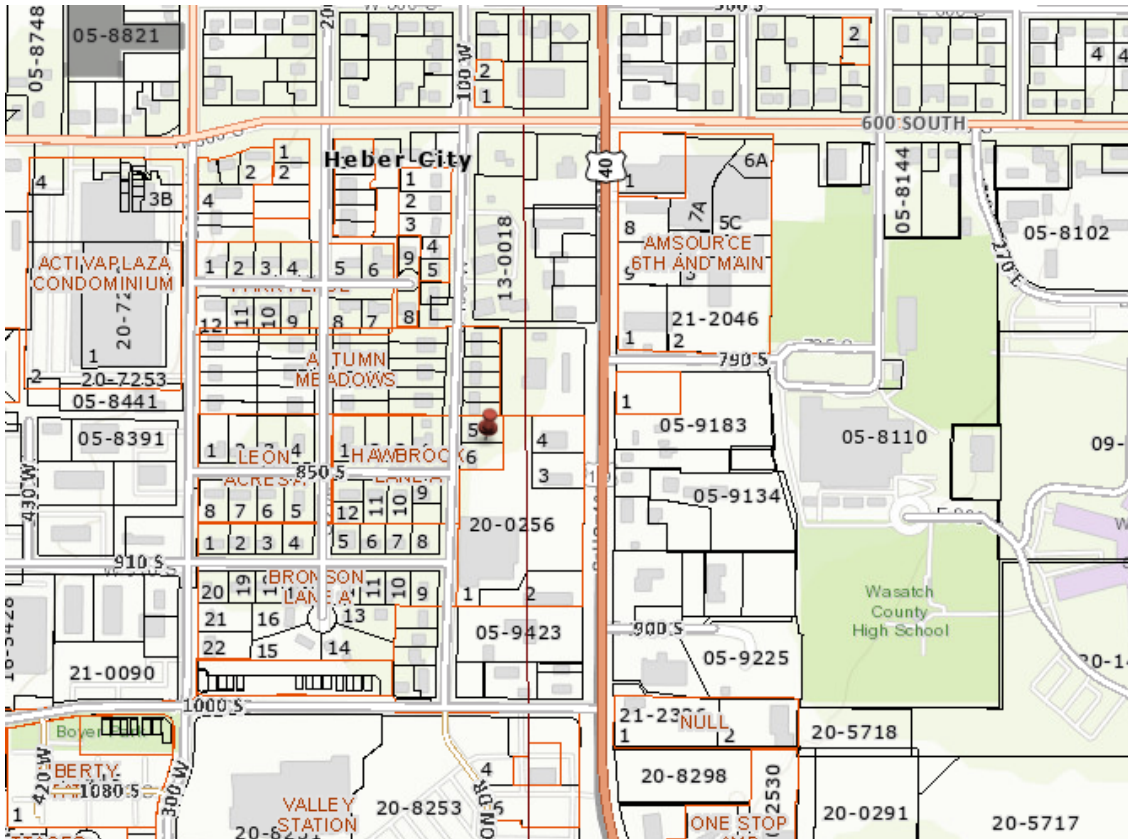




MDA – Cottages on Industrial



MDA – Wittco



Planning Commission Meetings

- 8/8 – Cancelled
- 8/22
 - Celebration Workforce Housing Public Hearing
 - New London South Site Plan
 - Wasatch County MDA Discussion
 - Colorado Cities Tour Presentation

Discussion

& Next Steps

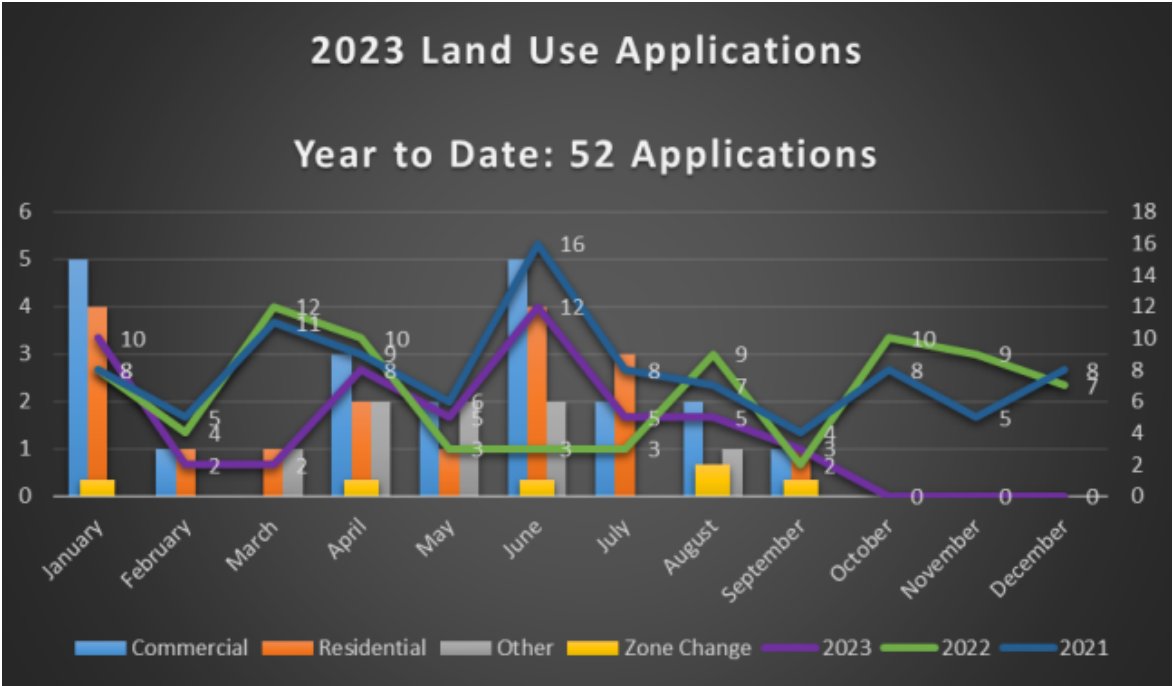


Monthly Development Report

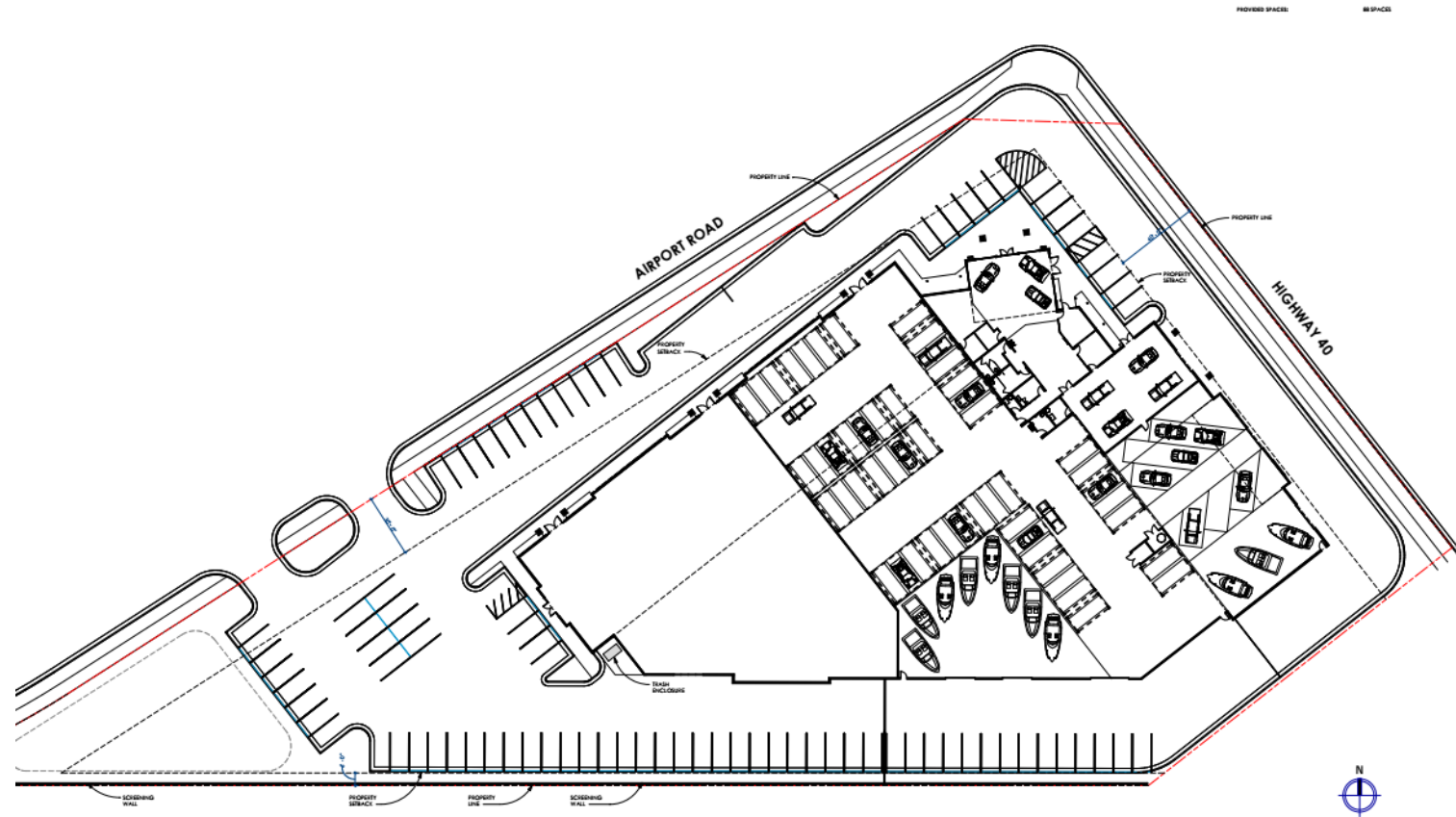
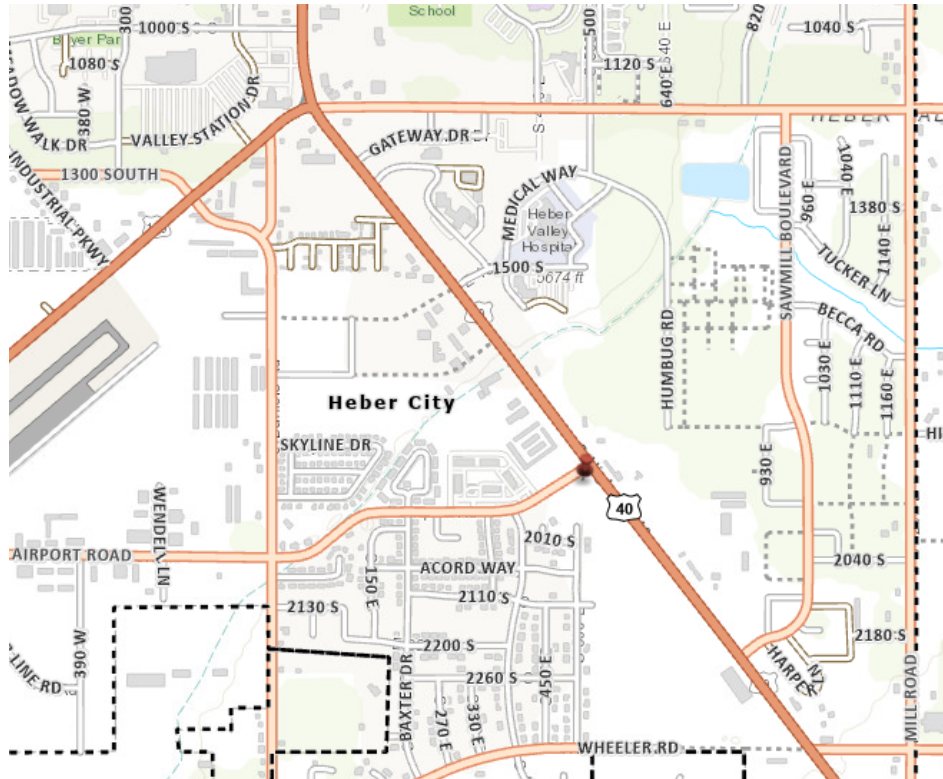
OCT 23' – PLANNING DEP.

New Applications

- Concept – 1
- Site Plan/Amendments – 0
- Subdivision Concept – 0
- Preliminary Plat – 0
- Final Plat – 1
- Zone Change/MDA – 1
- Other (Plat Amendments, Lot Line Adjustments, etc.) – 0



Concept – SWAG





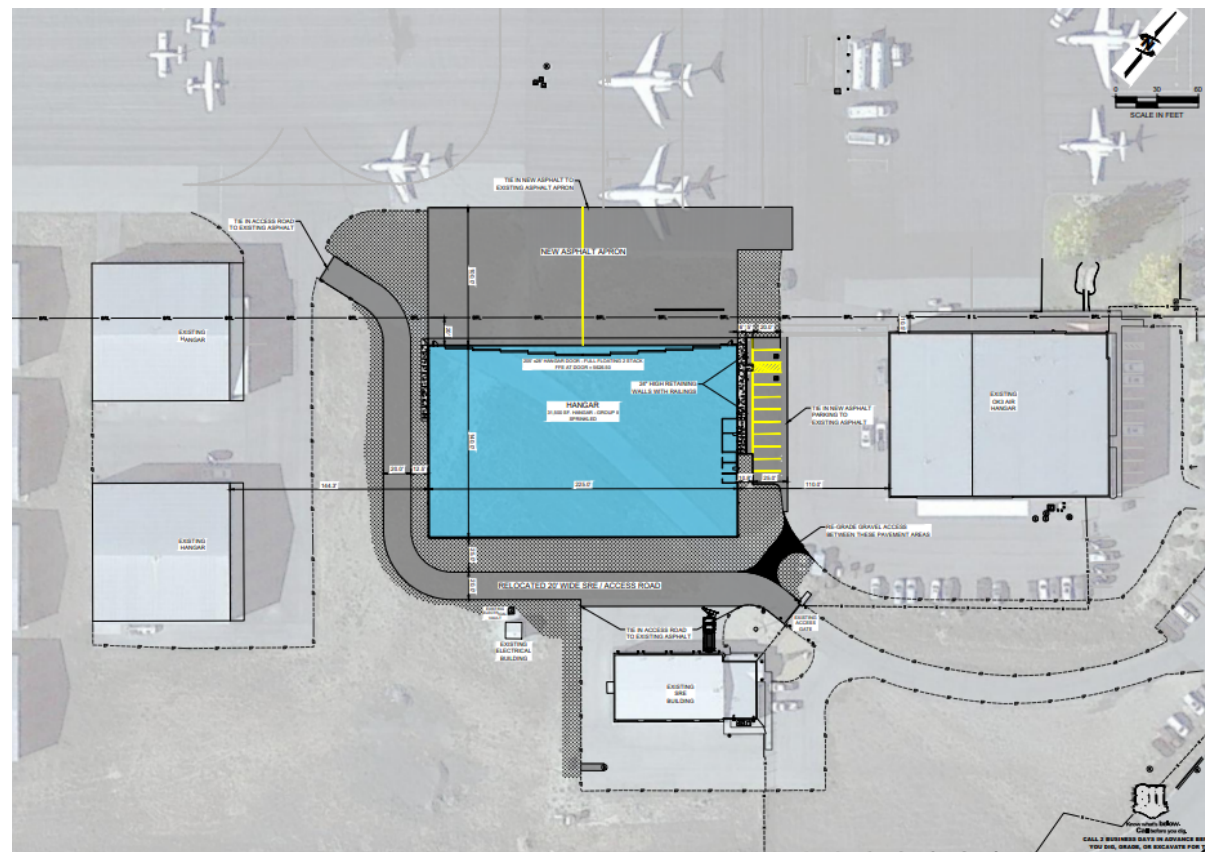
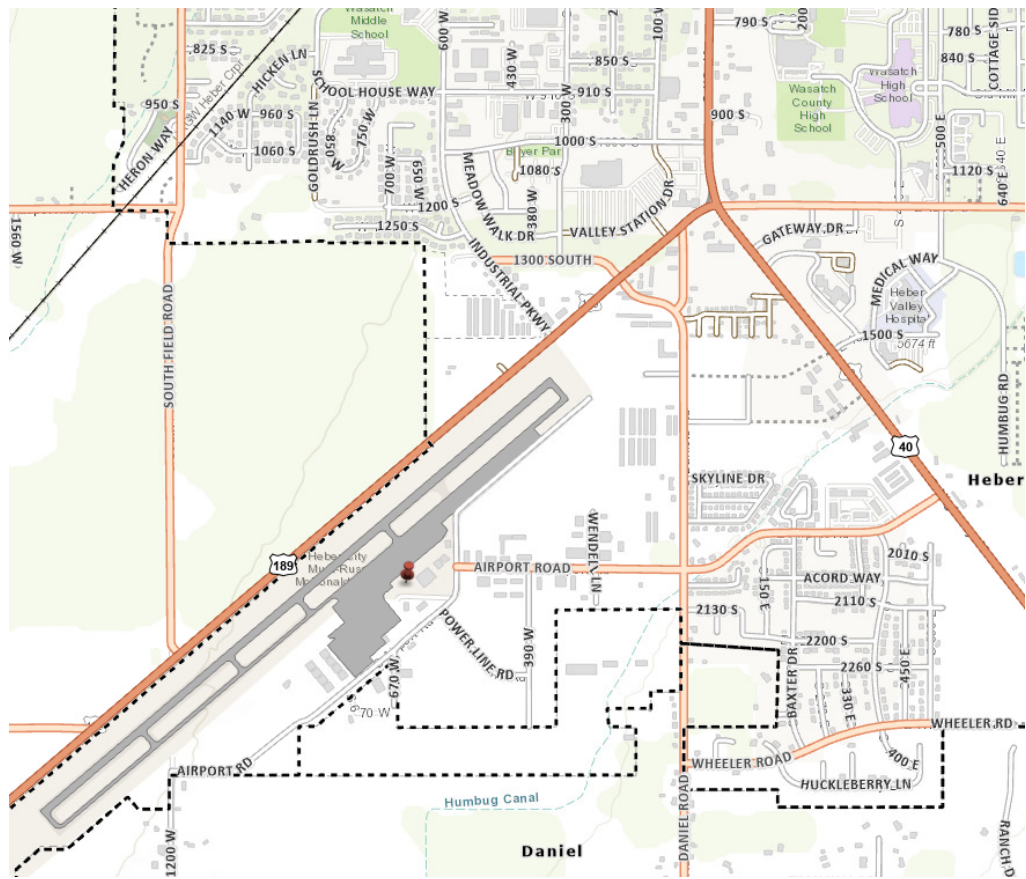
2 EAST ELEVATION - PRES.
V1.2 SCALE: 1" = 10'-0"

MATERIAL TAKEOFFS		
	Kiln-dried - Siding / Board - Knotless	42%
	Kiln-dried - Siding / Lap	42%
	Masonry - Stone, Dry Stack	12%



1 NORTH ELEVATION - PRES.
V1.2 SCALE: 1" = 10'-0"

Concept – OK3

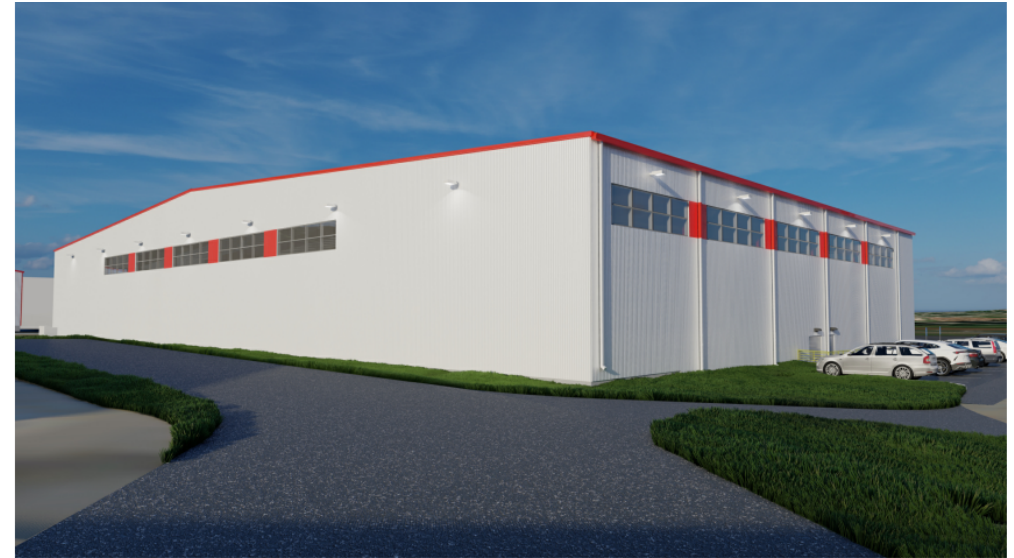




SOUTHWEST

ELEVATION

SOUTHEAST

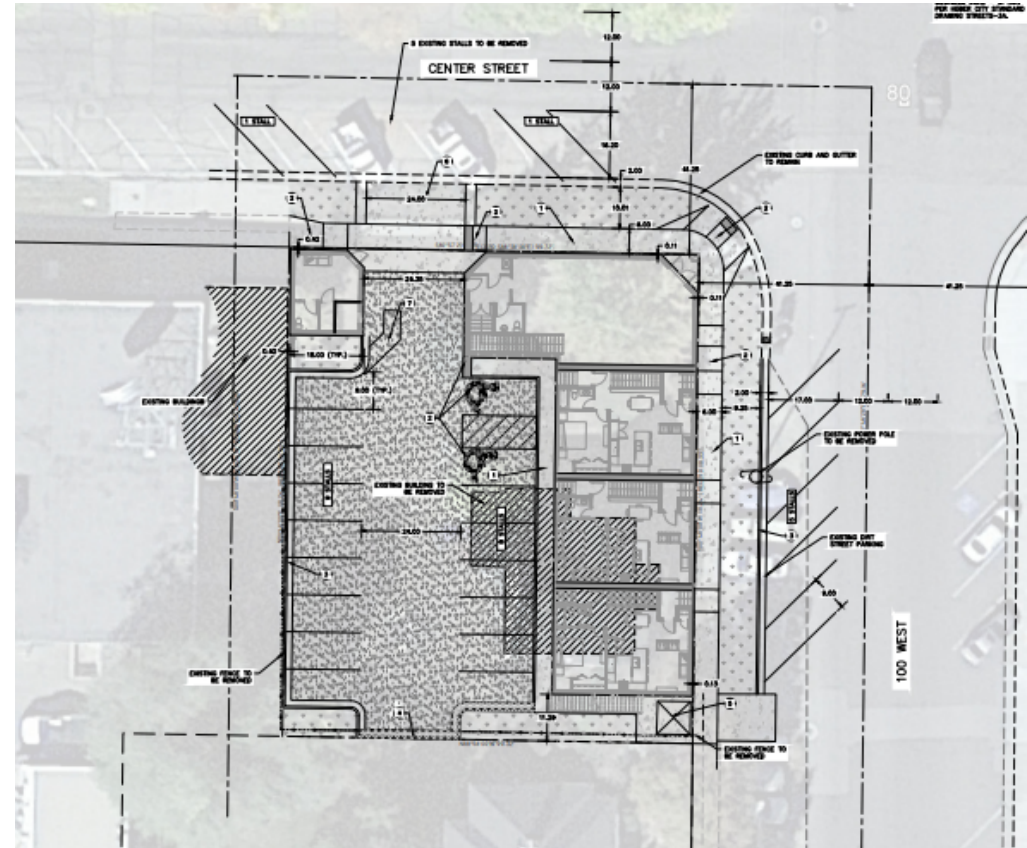
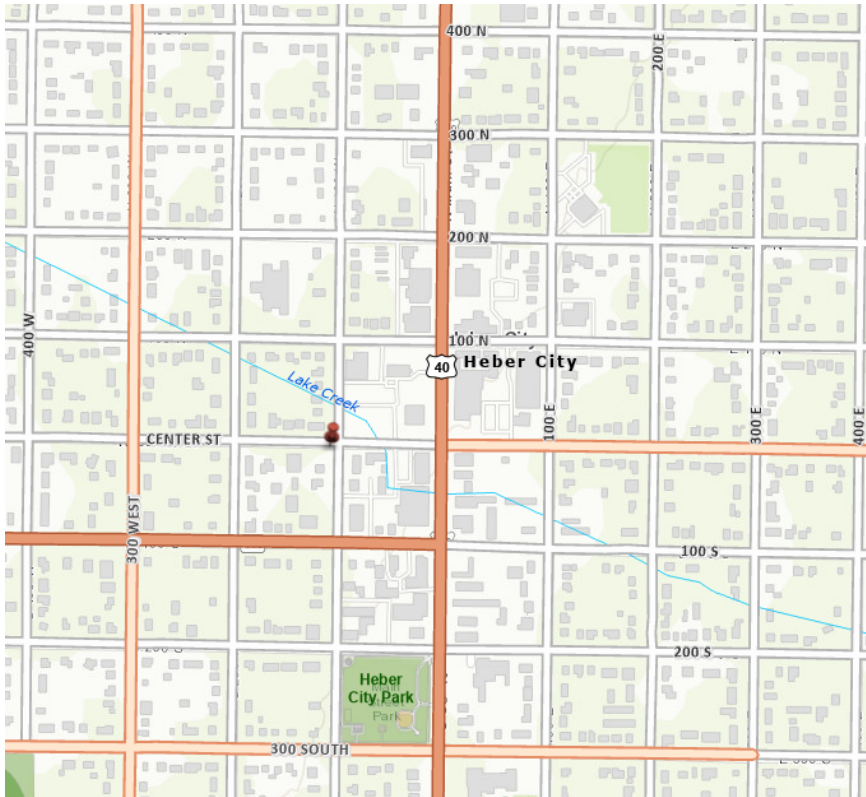


SOUTHEAST

ELEVATION

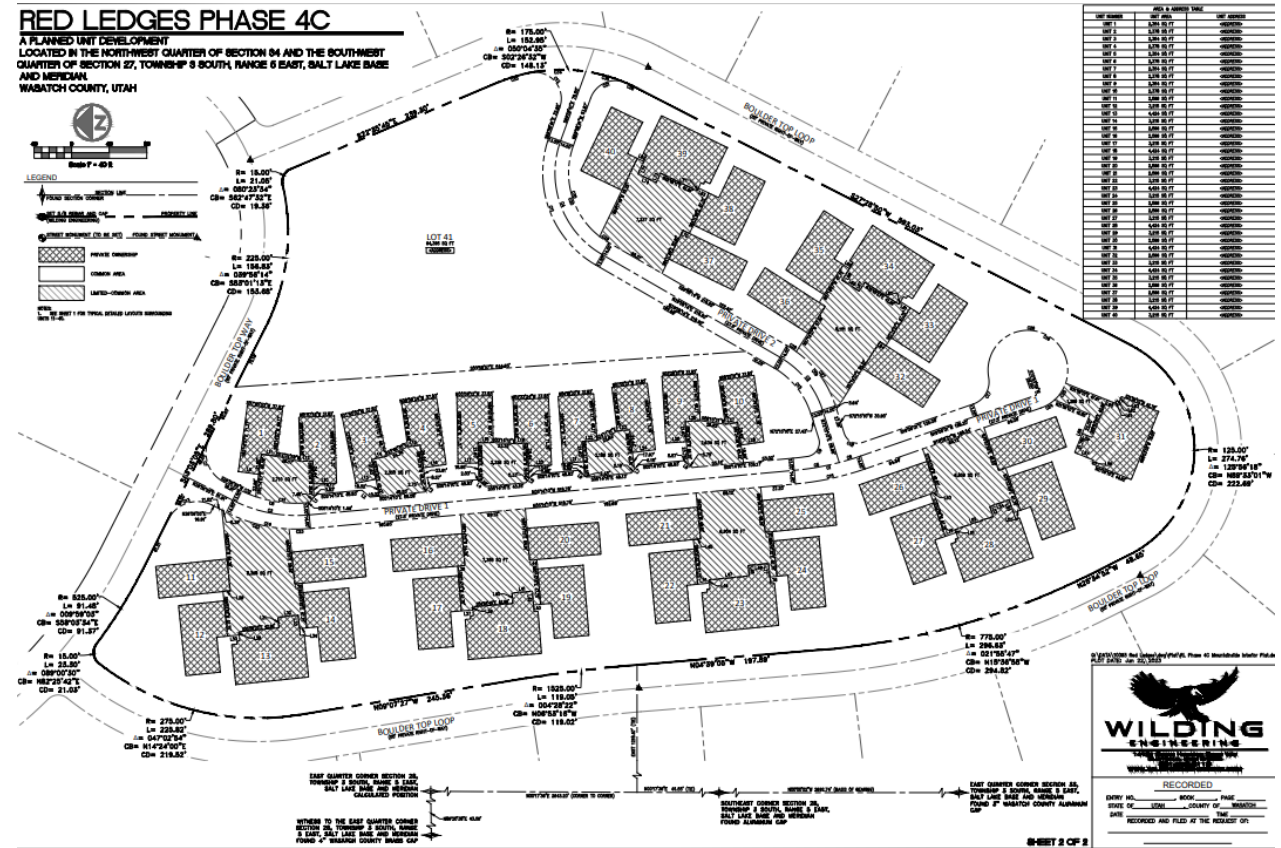
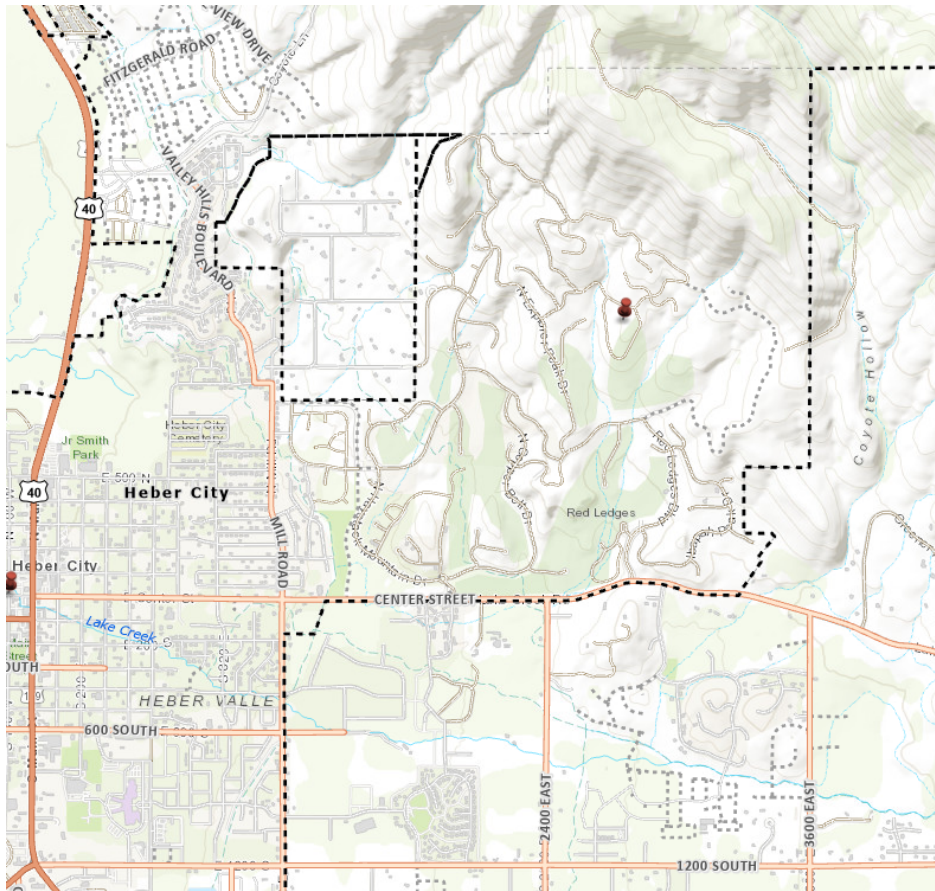
NORTHEAST

MDA – Clayton Vance





Final Plat – Red Ledges 4C



Planning Commission Meetings

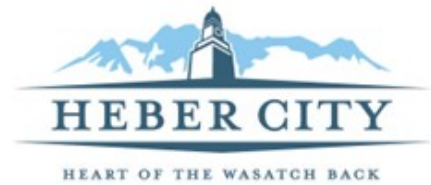
- 9/12
 - Public Hearing on Cottages MDA
 - Public Hearing on Wittco MDA
 - Old 40 North Site Plan
 - Discussion of Park Standards
- 9/26
 - Public Hearing on Park Standards
 - Training

Discussion

& Next Steps



Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Temporary Commercial Aeronautical Activity Permit
RESPONSIBLE: Curt Castagna
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Jason Talley, on behalf of Elemental Aviation Limited Company, has requested authorization to conduct limited commercial aeronautical activities from Horseshoe Hangar 6B on a temporary basis. The proposed activities do not clearly align with any existing category of aeronautical services provider described in the Minimum Standards. The application requests temporary authorization to conduct the activities, and the applicant has agreed to come into compliance with revised Minimum Standards once adopted by the City.

RECOMMENDATION

City staff recommends the City Council authorize the temporary commercial aeronautical activities and direct staff to develop appropriate Minimum Standards to govern the proposed commercial aeronautical activities going forward.

BACKGROUND

Jason Talley ("Applicant"), on behalf of Elemental Aviation Limited Company, has requested authorization to conduct limited commercial aeronautical activities from Horseshoe Hangar 6B on a temporary basis. Specifically, Applicant desires to take delivery of aircraft manufactured by Pipistrel Aircraft, a subsidiary of Textron, obtain airworthiness certification, and, where applicable, deliver such aircraft to local customers. The activities would not involve commercial aircraft sales to the general public or warranty work.

While there is no category of aeronautical services provider described in the Minimum Standards that clearly aligns with the proposed activities, the Applicant has demonstrated its ability to comply with most standards specified for a Specialized Commercial Aeronautical Operator. Notably, the Applicant does not have customer and administrative facilities that are "curbside accessible." However, the Applicant will not offer services to the general public.

The City has previously recognized the need to revise and update the Airport Minimum Standards and intends to commence a public, transparent process to revise the Airport Minimum Standards in the coming months. In the interim, the Applicant has requested temporary authorization to conduct the proposed commercial aeronautical activities, and has agrees to comply with revised Minimum Standards more specifically governing the proposed commercial aeronautical activities once adopted.

Section 15.4.2 of the Minimum Standards authorizes the Airport Manger to issue a temporary or

special use permit (a duration not to exceed one year) allowing an entity to engage in specific, limited commercial activities. The proposed permit is valid for 9 months.

Through Resolution 2019-09, the City Council suspended consideration of any application to engage in new commercial activities, subject to the City Council's ability to consider any undue hardship arising from the suspension. City staff believes it is appropriate to authorize the proposed activities notwithstanding Resolution 2019-09 because the proposed activities will not require any additional improvements (and therefore cannot interfere with the FAA's pending approval of the Master Plan and Airport Layout Plan), and the Applicant has agreed to come into full compliance with Minimum Standards more specifically governing the proposed commercial aeronautical activities once adopted (or terminate the activities). City staff also expects the ALP to be approved by the FAA within the next few weeks, and intends to seek appropriate modifications to Resolution 2019-09 thereafter.

DISCUSSION

FISCAL IMPACT

Pursuant to the Heber City Consolidated Fee Scheduled, applicant will pay an annual fee of one percent (1%) of annual gross revenues, payable on March 1 and within 60 days of expiration.

CONCLUSION

Authorize the Airport Manager to issue a temporary commercial aeronautical activity permit.

ALTERNATIVES

1. Direct staff to further revise the Temporary Commercial Aeronautical Activity Permit.
2. Direct Applicant to submit additional information.
3. Deny the application.

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to Authorize the Airport Manager to issue a temporary commercial aeronautical activity permit to the application, and direct staff to develop appropriate Minimum Standards to govern the proposed commercial aeronautical activities going forward.

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
Travis Biggs, Airport Director

EXHIBITS

1. Exhibit A HCR SASO app accomp ltr
2. Exhibit B SASO Application Form special use Elemental
3. Exhibit C 2019-09 Resolution to Suspend Airport Expansion
4. Exhibit D Temporary Permit

Travis Biggs
Airport Manager
Heber City Airport
VIA EMAIL TRANSMISSION

September 7, 2023

Dear Travis:

Please find enclosed an application for a Special Use Permit for Elemental Aviation Limited Company ("Elemental") pursuant to Section 15.4.2 of the Minimum Standards. Elemental is a Kansas Limited Liability Company with offices at 555 North Woodlawn, Suite 300, Wichita, Kansas. Elemental is registered with the State of Utah as a foreign LLC. At times, for convenience, I utilize the PO Box that I installed at the airport as a mailing address – but have not conducted commercial services at the airport pending the determination of this immediate application.

As you may recall, the City adopted a moratorium in 2019 regarding the consideration of new commercial activities at the airport until the Airport Master Plan was adopted and submitted to the FAA. As you undoubtedly aware, in large part because of your hard work, the Master Plan has been adopted by the Council and submitted to the FAA– allowing applications such as these to be submitted and reviewed once again. Because of the moratorium, Elemental was unable to previously apply for a permit.

This application being submitted has a duration of nine months. Pursuant to the Minimum Standards, the Airport Manager has unilateral authority to issue a "special use permit for an entity to engage in specific activities for a period of time, not to exceed one year." As such, the application contained herein is for Aircraft Distributor (as a Specialized Aviation Service Operator). Today the current minimum standards contemplate that most commercial operations are developed for a public facing consumer. As a distributor, Elemental does not engage in this activity at the Airport. Nevertheless, as you will see from the application, Elemental's use complies with the most stringent application of the current Minimum Standards.

Based upon statements made at various public meetings, is my understanding that there will be a process to review and amend, if necessary, the current Minimum Standards. If at the conclusion of such review process Elemental would not be eligible to continue as a Commercial operation at the Airport, Elemental will cease such commercial activity consistent with the rules. This affords the Airport the maximum flexibility in this matter.

It is important to note that this application is not being made to store aircraft in hangar space leased by applicant. Applicant already enjoys such rights under the Minimum Standards, relevant lease documents, as well as Grant Assurance Agreements between the Airport and the FAA. The commercial activity contemplated by Applicant is the receipt of aircraft from Italy,

reassembly thereof, provision of airworthiness certificates issued by the FAA (or its designee) and related activities. These are the salient commercial operations contemplated.

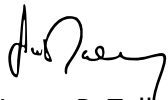
Applicant believes that allowing this minimal commercial activity to occur at the airport (instead of another location) provides Heber City with several significant benefits:

1. To the extent that applicant has a distribution customer that is located within Utah, sales tax will be collected within the city limits of Heber, providing meaningful revenue to the City.
2. Applicant's own aircraft (and affiliate aircraft) will continue be registered with the UDOT, providing additional airport funds to Heber.
3. Applicant will be a strong community partner, providing opportunities for internships and employment to local students and residents.
4. Applicant's aircraft are uniquely suited for STEM education; gliders and electric aircraft that represent the future of aviation.
5. Applicant's aircraft are either zero emissions or utilize standard auto fuel, do not use leaded aviation fuel, and have significant lowered noise signatures compared to other aircraft.
6. Applicant's aircraft all utilize ballistic whole-airplane parachute systems, ensuring safety for aircraft occupants as well as bystanders.
7. Applicant's continued development of viable electric flight technologies will open opportunities for grants and other public funding for the Heber City Airport.

While unusual, it is necessary that a special-use permit be issued to Elemental. Elemental has just learned that it will be receiving several aircraft in the near future and wishes to be able to conduct operations. In lieu of approval, Elemental will be forced by hardship to engage in a long term lease outside of Heber, depriving the City and community of the benefits previously enumerated. The minimum standards clearly grant the authority to the Airport Manager to issue such special permit while reserving the authority of the Airport Advisory Board and City Council to examine and either grant or deny a permanent permit.

Please feel free to reach out to me with any questions or concerns regarding this application.

Very truly yours,



Jason P. Talley
Founder and CEO

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) APPLICATION

This application is a request to Heber City to utilize the Heber Valley Airport land or facilities for commercial activities, to issue a commercial aeronautical activities permit, or to issue any other permit to conduct commercial activities.

To familiarize the applicant to Heber Valley Airport SASO requirements, a copy of the *Heber City Airport Minimum Standards* (dated June 16, 2016) is attached to this application. Please refer to this document to ensure a complete and accurate application.

PART 1: Applicant Information

Operator/Business Name: Elemental Aviation Limited Company

Contact Name: Jason Talley

Contact Phone: 949-370-8950

Address: 555 N Woodlawn, Suite 300

City: Wichita

State: KS

Zip: 67208

Email: jason@elemental.aero

Type of Operation being applied (check one):

- ☐ Fixed Base Operator (FBO)
- ☐ Aircraft Maintenance Operator, Avionics,
Instruments or Aircraft Accessory overhaul/Repair
Maintenance Operator
- ☐ Aircraft Rental, Flying Club, or Flight Training
Operator ☐ Aircraft Charter or Aircraft
Management Operator ☐ Aircraft Sales Operator
- ☐ Specialized Commercial Aeronautical Operator ☐
Commercial Hot Air Balloon Operator ☐ Temporary
Specialized Aviation Service Operator
- ☐ Commercial Hangar Developer ☐ Commercial
Hangar Operator

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) APPLICATION

- Non-commercial Self-Service Fueling Permittee
- Commercial Activity Permit
- ✕ Other (please specify): Special Use Permit for
Aircraft Distributor

PART 2: Applicant Proposal

Summary of services applicant shall offer:

Applicant is an authorized Distributor of Pipistrel Aircraft. Pipistrel Aircraft is owned by Textron e-Aviation, a Textron Company. Textron also owns Cessna, Beechcraft and Bell Helicopter. Applicant is the exclusive distributor of Pipistrel Aircraft for the Western United States. Pipistrel's aircraft include light sport airplanes (<1700 lbs), gliders, and the world's only certified electric aircraft.

Detailed description of scope of intended operation – include means and methods to be employed to accomplish contemplated services. Attach additional pages if necessary:

Applicant Elemental Aviation Limited Company ("Elemental") is the exclusive authorized Pipistrel distributor for the Western United States, generally comprising the states west of Kansas. Pipistrel Aircraft is a leading light sport and glider aircraft company located in Italy and Slovenia. Pipistrel Aircraft is owned by Textron, a \$12.9 billion company with brands including Bell, Cessna, Beechcraft, E-Z-GO, and Artic Cat.

Pipistrel Aircraft ships the aircraft to Elemental from Italy. Upon receipt of the aircraft, Elemental inspects, registers the aircraft, obtains an airworthiness certificate and related activities.

Today, Elemental's sales and marketing offices are located in Wichita, Kansas. To date, no commercial activity has taken place at the Heber City Airport. Applicant desires a Special Use Permit for a period of nine months to engage as an Aircraft Distributor. Since no such designation is contemplated in the Minimum Standards, compliance with the minimum standards, where applicable, shall be referenced to Section 8. While not perfectly conformed (such as the fact that Applicant does not anticipate public access or use), it is the closest section to demonstrate compliance with the intent of the current Minimum Standards, and Section 8.1.1.2 of the Minimum Standards. Applicant's commercial activities shall involve receiving aircraft from Pipistrel in Italy and obtaining an airworthiness certificate which shall be accomplished by Pipistrel Trained and Authorized Technicians. In addition, in instances involving Utah customers, Applicant wishes to "deliver" said aircraft to the customer, thereby providing sales tax revenue for Heber City.

Applicant is compliant with the minimum standards required as a Specialized Commercial Aeronautical Operator.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) APPLICATION

Applicant has common beneficial ownership (as a subsidiary) as the owner of Hangar 6B, a 3500 square foot hangar which has an approximately additional 2000 square feet of concrete apron with tiedowns for aircraft and/or vehicular parking. As applicant does not maintain a public presence, facilities, or access, pursuant to Section 2.4.1.1 of the minimum standards, streetside direct access is not required.

Pursuant to Section 8.2, Applicant will be using the aforementioned leased premises of Hangar 6B. Applicant has approximately 2000 square feet of leased concrete pad to the northeast of the hangar that satisfies the requirements of Section 8.2.1 and Section 8.2.1.1.

As previously discussed, Applicant does not anticipate having Applicant's customers or members of the public utilize the premises. However, Applicant's leased premises have a Customer area with chairs and a bathroom as required by Section 8.2.1.2.1. Applicant has an administrative area that is sufficient to accommodate the administrative functions associated with the commercial activity as required in Section 8.2.1.2.2. Applicant's hangar has approximately 3200 square feet of space that can be utilized for maintenance area, which includes adequate space for employee work areas, shop areas, and storage as required in Section 8.2.1.2.3. The largest aircraft currently offered by Pipistrel Aircraft is 28 ft long by 50 feet wingspan (although these are easily reduced to 38 feet wingspan), which is easily housed in Applicant's leased premises as required under Section 8.2.1.2.4.

Contemporaneously with the execution of this application, Applicant shall provide evidence to the Airport Manager of all federal, state, and local licenses and certificates required to conduct the activity as required by Section 8.4.1.

Applicant does not anticipate serving members of the general public, but will have the necessary trained personnel to adequately and safely carry out its activity as required by Section 8.5.1. Applicant's technicians have attended factory training and are authorized by Pipistrel.

Applicant does not anticipate providing services to members of the general public and its hours of operation shall vary as necessary to conduct its activities as required by Section 8.6.1.

Applicant will maintain insurance as required by 8.7.1 of the minimum standards that is well in excess of the Schedule of Minimum Insurance Requirements.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) APPLICATION

PART 2: Applicant Proposal (continued)

Proposed date of commencement of the activity and term: September 15, 2023

Proposed hours of operation: Not Applicable (as necessary – on demand)

Amount and type of insurance coverage applicant will maintain:

\$6,000,000 General Liability, \$3,000,000 in Products Liability, \$1,000,000 liability (minimum) for all aircraft with \$100,000 passenger liability (minimum).

Number of aircraft involved (type and tail numbers, if applicable):

Applicant anticipates having 1-2 aircraft. (Applicant has common ownership of other aircraft located and registered at Heber City Airport).

Number of employees and qualifications (if applicable):

Jason Talley, CEO, ATP Pilot

Jake Perkins, Pipistrel Factory Trained and Pending LSRM

Others as necessary

Evidence of applicant's financial capability to perform and provide proposed services and facilities (attach additional pages if necessary):

Applicant will provide necessary evidence upon request.

Proposed leasing activities (check one):

- ☐ Undeveloped land
- ☐ Developed land
- ☒ Existing hangars
- ☐ Other (please explain):



SPECIALIZED AVIATION SERVICE OPERATOR (SASO) APPLICATION

PART 2: Applicant Proposal (continued)

Amount and location of land applicant desires to lease (if applicable):

Not Applicable

Location of the building(s) to be leased (if applicable):

Hangar 6B

Size and location of building(s) to be constructed (if applicable):

Not Applicable

Applicant Signature

Date (mm/dd/yyyy)

RESOLUTION NO. 2019-09

**A RESOLUTION SUSPENDING CONSIDERATION OF CERTAIN
AIRPORT DEVELOPMENT AND COMMERCIAL ACTIVITIES
PENDING COMPLETION OF THE AIRPORT MASTER PLAN**

WHEREAS, in conjunction with Heber City's "Envision Heber 2050" Vision and General Plan, and with the strong encouragement of the Federal Aviation Administration, Heber City will soon commence an Airport Master Plan study for the Heber Valley Airport;

WHEREAS, the City intends that the Airport Master Plan will identify short-, medium-, and long-term goals for the Airport given forecast demand based on the robust participation of Airport stakeholders, assess the ability of the existing airport to support those goals, and develop alternatives for meeting those goals;

WHEREAS, a meaningful alternatives analysis requires that the City not pre-judge components of the Master Plan by making ad hoc decisions during and in advance of the Master Plan process about Airport development in isolation that are better reviewed comprehensively;

WHEREAS, the Federal Aviation Administration recommends that sponsors of federally obligated airports prepare a Master Plan to guide future airport development, and often supports the temporary suspension of new development while a Master Plan is being prepared;

WHEREAS, the City has received applications and letters of interest from parties proposing various commercial and non-commercial development, and believes a decision on such proposals is best deferred until such time that the Master Plan identifies priorities and objectives for the orderly development of Airport property;

WHEREAS, the City intends to review its Minimum Standards and Lease/Rates & Charges Policy in connection with development of the Master Plan to assure that the City's Minimum Standards and Lease/Rates & Charges Policy support and advance the goals set forth in the Master Plan, and to require compliance therewith by any new commercial or non-commercial development at the Airport;

WHEREAS, the City's outside airport legal counsel has communicated with the Federal Aviation Administration and obtained the Federal Aviation Administration's support for the suspension of new development while a Master Plan is being prepared;

WHEREAS, City Council desires to eliminate or reduce recent disputes regarding proposed development and new commercial aeronautical activities at the Airport in order to ensure a meaningful, transparent, and robust Master Plan process;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that the Heber City and Airport Staff shall:

1. Suspend consideration of any commercial or non-commercial airport development that is not proposed in the current FAA-approved Airport Layout Plan (ALP);
2. Suspend consideration of any application to engage in new commercial activities (including, for example, new FBOs or SASOs), except for the construction by private parties of hangars proposed in the current ALP for lease to non-commercial tenants; and
3. Suspend application of the Investment Term Adjustment provisions of the Lease / Rates & Charges Policy, including the authority of the Airport Advisory Board to “conceptually approve” an Investment Term Adjustment; *provided*, however, that such suspension shall not impact Investment Term Adjustments for which the Airport Manager and Airport Advisory Board have already granted conceptual approval.
4. Subject to the availability of federal grant funds and matching local funds, proceed expeditiously and in close coordination with the Federal Aviation Administration to commence the Master Plan and conclude the Master Plan process within 18-24 months.
5. Promptly inform the City Council of any undue hardship created by the suspension ordered herein, so that the City Council may consider appropriate relief.
6. Inform airport stakeholders, including individuals that have recently submitted an application or letter of interest for commercial or non-commercial development at the Airport, of the measures ordered by the City Council herein.

This Resolution shall take effect and be in force from and after its adoption.

ADOPTED and PASSED by the City Council of Heber City, Utah, this 2 day of April, 2019, by the following vote:

	AYE	NAY
Council Member Jeffery M. Bradshaw	<u>X</u>	_____
Council Member Heidi Franco	<u>X</u>	_____

Council Member Wayne Hardman

X _____

Council Member Jeffrey Smith

X _____

Council Member Ronald Crittenden

X _____

APPROVED:

Kelleen Potter
Mayor Kelleen Potter

ATTEST:

Trina Weber
City Recorder



Temporary Commercial Aeronautical Activity Permit

This Temporary Commercial Aeronautical Activity Permit (“PERMIT”) is made and entered into this ____ day of _____, 2023, by and between the Heber City Corporation (“CITY”) and Elemental Aviation Limited Company (“OPERATOR”), a Kansas limited liability company authorized to do business in the State of Utah (collectively, “PARTIES”).

WHEREAS, the CITY owns and operates the Heber Valley Airport located in Heber City, Wasatch County, Utah (“AIRPORT”), and is the sponsor of the AIRPORT under federal law; and

WHEREAS, the OPERATOR is an authorized distributor of Pipistrel aircraft; and

WHEREAS, the OPERATOR is affiliated with Jason Talley, the lessee of Horseshoe Hangar 6B at the Airport pursuant to that Hangar Ground Lease Agreement dated April 2, 2018, originally between CITY and Louis Tessler (the premises as defined by such agreement, as amended, the “LEASED PREMISES”); and

WHEREAS, the OPERATOR desires to conduct certain limited commercial activities from the LEASED PREMISES on a temporary basis; and

WHEREAS, the CITY intends to develop minimum standards to govern the limited commercial activities authorized herein, but is willing to authorize such commercial activities on a limited and temporary basis as provided by Section 15.4.2 of the Minimum Standards;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CITY and OPERATOR agree as follows:

(1) CITY hereby grants to the OPERATOR the right to conduct the following commercial aeronautical activities at the AIRPORT, and no other commercial aeronautical activity, unless approved in writing by the CITY: receiving and storing aircraft from Pipistrel, conducting all necessary activities to obtain airworthiness certification of such aircraft, and the delivery of such aircraft to customers.

(2) CITY also grants to the OPERATOR the following rights to the extent reasonably necessary to carry out the foregoing activities:

a. The right to use, in common with others, the facilities and improvements owned or constructed by CITY which are of a public nature and available for public use;

b. The right to install, operate, maintain, repair, and store all equipment necessary for the conduct of OPERATOR’s activities on the LEASED PREMISES; however, this PERMIT does not authorize OPERATOR to place buildings or other improvements upon the LEASED PREMISES or other AIRPORT property;

c. The right to erect signs or other advertising upon the LEASED PREMISES with the CITY’s prior written consent. Such signs shall be limited to promoting OPERATOR’s on-AIRPORT operations. OPERATOR, its agent or employees, shall not

solicit by way of hand-held signs, direction arrows, or vehicles signs, for the purpose of soliciting the purchase of any aviation services or other related activity. Notwithstanding the foregoing, OPERATOR shall be permitted to erect signage on the LEASED PREMISES and on vehicles which identify OPERATOR's operations and property for directional guidance and other informational functions. Any sign or advertising approved by CITY shall remain the property of the OPERATOR and upon termination of this PERMIT shall be removed by OPERATOR at no cost to CITY.

(3) The TERM of this PERMIT shall expire on July 31, 2024, unless sooner terminated as set forth herein.

(4) OPERATOR shall comply with all federal, state, and local rules, regulations, or other requirements applicable to its activities at the AIRPORT now in effect and which may become effective during the TERM of this PERMIT, including without limitation the rules and regulations of the Federal Aviation Administration ("FAA"), the Heber City Airport Rules & Regulations and all applicable Airport Minimum Standards, as determined by the Airport Manager, as each may be amended from time to time.

(5) No later than March 1 of each year during the TERM, OPERATOR shall pay one-percent (1%) of OPERATOR's gross revenue for the preceding calendar year (the "ANNUAL FEE"). OPERATOR shall submit with such ANNUAL FEE an annual report in the form of a complete operating statement including gross income from all activities authorized under this PERMIT and a statement of expenses thereof. In the event this PERMIT is terminated or expires prior to the end of a calendar year, OPERATOR shall pay the ANNUAL FEE with respect to such year within sixty (60) days of the PERMIT's termination or expiration. In addition, OPERATOR shall be subject to, and shall timely pay, all other fees that the City may impose on operators or users at the AIRPORT, including but not limited to landing fees, fuel flowage fees and/or other taxes and fees as may be assessed. If OPERATOR fails to pay the ANNUAL FEE within ten (10) days of the due date, OPERATOR must also pay the CITY an interest charge of one and one-half percent (1.5%) of the amount owing for each calendar month or part thereof from the due date to the date payment is made.

(6) OPERATOR covenants and agrees that it will pay, when due, all taxes which may be assessed against the business or activities authorized by this PERMIT, or against the buildings, improvements, equipment, personal property, used in connection with such activities. OPERATOR shall provide the Airport Manager with satisfactory evidence of such payments within fifteen (15) days from the Airport Manager's request.

(7) The rights and privileges granted to OPERATOR hereunder may be exercised by a wholly-owned subsidiary of OPERATOR ("AFFILIATE"), subject to the terms hereunder, provided OPERATOR provides notice to the CITY of such AFFILIATE.

(8) OPERATOR agrees to furnish the services authorized hereunder to the public on a fair, reasonable, and not unjustly discriminatory basis to all users of the AIRPORT. OPERATOR is to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that the OPERATOR may make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers or users. OPERATOR shall provide the CITY with such information as it may request to evaluate OPERATOR's compliance with this paragraph if a claim is filed with the CITY that OPERATOR's prices are not being furnished on a reasonable and not unjustly discriminatory basis. OPERATOR shall comply with such a request within ten (10) days of receiving notice.

(9) OPERATOR acknowledges that CITY is required by the FAA under the terms of its agreements therewith to include in this PERMIT certain required contract provisions, included as Exhibit A hereto ("REQUIRED CONTRACT PROVISIONS"). Operator agrees to comply with the REQUIRED CONTRACT PROVISIONS and, where applicable, include the REQUIRED CONTRACT PROVISIONS in each of its subcontracts without limitation. OPERATOR acknowledges that its failure to comply with the REQUIRED CONTRACT PROVISIONS may jeopardize the CITY's compliance with its grant agreements with the FAA, and therefore constitutes cause to terminate this PERMIT.

(10) The PARTIES specifically understand and agree that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act (49 U.S.C. § 40103(e)).

(11) This PERMIT is personal with respect to OPERATOR and may not be assigned by OPERATOR to any other person or entity except upon the written consent of the CITY in its sole discretion. This paragraph shall not prevent OPERATOR from exercising the rights and privileges granted hereunder through OPERATOR's wholly-owned subsidiaries.

(12) To the extent OPERATOR conducts the activities authorized herein from the LEASED PREMISES or as a sublessee of a third-party at the AIRPORT, and a conflict arises between the provisions hereof and the agreement governing the LEASED PREMISES or sublease, the more stringent provision shall control.

(13) OPERATOR shall defend, indemnify, save, protect, and hold harmless the CITY, the AIRPORT, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the CITY, the AIRPORT, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of OPERATOR's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability

shall be shared in accordance with Utah principles of comparative fault. OPERATOR shall procure and maintain insurance coverage and provide evidence of the same as specified by the Airport Minimum Standards, as they may be from time to time amended, or as expressly required by the Airport Manager in writing.

(14) OPERATOR may terminate this PERMIT at any time by giving thirty (30) days written notice to the CITY. In addition to any other remedies that may be available at law or equity, the CITY may terminate this PERMIT upon the occurrence of any of the following events: (i) OPERATOR's failure to pay the ANNUAL FEE within ten (10) business days of the due date thereof; (ii) OPERATOR's failure to perform or observe any of OPERATOR's obligations under this PERMIT that are left uncured for a period of twenty (20) business days after OPERATOR receives notice from the CITY setting forth the failure in question (or, if cure of such failure cannot reasonably be accomplished in the thirty (30) day period, OPERATOR's failure to commence cure in such period and diligently prosecute the same to completion); (iii) OPERATOR's default under any other agreement OPERATOR has with the CITY; or (iv) OPERATOR's dissolution or cessation of continuous business operations.

(15) OPERATOR shall not commit or permit any nuisance or dangerous condition other than in the ordinary course of business of conducting the activities expressly authorized herein in accordance with applicable laws.

(16) OPERATOR shall obtain any and all permits, licenses, and certificates which may be required in connection with the activities authorized hereunder. OPERATOR shall comply with all applicable federal, state and local laws and regulations and the OPERATOR shall keep in effect any and all required licenses, permits, notices and certificates.

(17) This PERMIT shall be subordinate to the provisions of any existing or future agreements between CITY and the United States of America, relative to the operation and maintenance of the AIRPORT, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to CITY of federal funds for the development of the AIRPORT ("GRANT ASSURANCES"). In the event that this PERMIT, either on its own terms or by any other reason, conflicts with or violates any such GRANT ASSURANCES, the CITY may unilaterally amend, alter, or otherwise modify the terms of this PERMIT in order to resolve such conflict or violation without compromising or destroying any remaining portions of this PERMIT, and such remaining provisions shall remain binding and in full effect upon the PARTIES as if no such amendment or alteration had occurred.

(18) Any dispute arising out of, relating to, or in connection with this PERMIT, including any question regarding its existence, validity or termination, shall be resolved as set forth in the Dispute Resolution Protocol attached as Exhibit B. The arbitral panel provided for in Paragraph D thereof shall have the power to rule upon any challenge to its jurisdiction.

(19) The failure of the CITY to enforce a breach of any of the terms, conditions and covenants herein shall not be deemed a waiver of such term, condition or covenant, nor any rights or remedies that the CITY may have, and shall not be deemed a waiver of any subsequent breach or default by OPERATOR of the terms, conditions, and covenants herein contained.

(20) The City at its expense and upon reasonable conditions as to notice, time, and place, shall have the right from time to time to audit and inspect the books, records, and other data of the OPERATOR relating to the fees, payments, provisions, and requirements hereof, provided such inspection is made during regular business hours.

(21) This PERMIT shall be construed in accordance with and governed by the laws of the State of Utah. The PARTIES agree that the exclusive jurisdiction and venue of any action arising under this agreement shall be in Wasatch County, Utah.

(22) No amendment to this PERMIT shall be binding on CITY or OPERATOR unless reduced to writing and signed by both PARTIES.

(23) If any term, covenant, condition or provision of this PERMIT is held by a court or agency of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(24) This PERMIT constitutes the final, complete, and exclusive agreement between the PARTIES on the matters contained in this PERMIT. All prior and contemporaneous negotiations and agreements between the PARTIES on the matters contained in this PERMIT are expressly merged into and superseded by this PERMIT. In entering into this PERMIT, neither the CITY nor OPERATOR has relied on any statement, representation, warranty, nor agreement of the other except for those expressly contained in this PERMIT.

(25) This PERMIT does not create any partnership, joint venture, employment, or agency relationship between the PARTIES. Nothing in this PERMIT shall confer upon any other person or entity any right, benefit, or remedy of any nature.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

HEBER CITY, a Municipal Corporation

APPROVED:

Mayor

OPERATOR:

By: _____
Title: _____

Date

Date

ATTEST:

City Recorder

Date

APPROVED AS TO FORM:

City Attorney

Date

Exhibit A

REQUIRED FEDERAL CLAUSES

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, the OPERATOR, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Operator”) agrees as follows:

1. **Compliance with Regulations:** The Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The Operator, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Operator of the Operator’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Operator’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Operator will include the provisions of paragraphs one through six of this Exhibit A, Section (A) in every contract,

including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Operator will take action with respect to any contract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Operator will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Operator , for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- x. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator. This provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. The Operator agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which the Operator grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

Exhibit B

DISPUTE RESOLUTION PROTOCOL

A. **INFORMAL DISPUTE RESOLUTION.** The parties agree that, at all times, they will attempt in good faith to resolve all disputes that may arise under this agreement. Upon receipt of written notice of a dispute from a party, the parties agree to refer the dispute to the City Manager, for the City, and the Chief Executive Officer, for the Operator/Lessee (collectively, “DESIGNATED PERSONS”). The DESIGNATED PERSONS shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. All communications between the DESIGNATED PERSONS during the dispute resolution procedures set forth in this Paragraph shall be deemed confidential and treated as compromise and settlement negotiations and shall not be admissible in evidence by any proceeding without the mutual consent of the PARTIES.

B. **MEDIATION.** Mediation of a dispute under this agreement may not be commenced until the earlier of: (i) such time as both of the DESIGNATED PERSONS, after following the procedures set forth in Paragraph A, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (ii) 15 days after the date of the notice referring the dispute to the DESIGNATED PERSONS. If, after such time period, the dispute remains unresolved, the PARTIES shall attempt to resolve the dispute through mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures before resorting to binding arbitration, as provided by Paragraph C. The place of mediation shall be in Heber City, Utah, unless the parties agree otherwise.

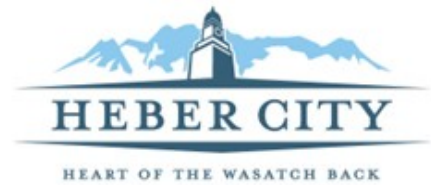
C. **ARBITRATION.** If the procedures described in Paragraphs A and B do not resolve the dispute within 30 days following appointment of a mediator, the dispute shall be exclusively and finally settled by arbitration administered by the AAA in accordance with the Commercial Arbitration Rules of the AAA then in effect (“AAA RULES”). Either party may initiate the arbitration, as provided in the AAA RULES. The place of arbitration shall be Heber City, Utah, unless the parties agree otherwise. The arbitral panel shall determine the rights and obligations of the parties in accordance with the substantive laws of the State of Utah and without regard to conflicts of laws principles thereof. Except as agreed by the parties, the arbitral panel shall have no power to alter or modify any terms or provisions of this agreement, or to render any award that, by its terms or effects, would alter or modify any term or provision of this agreement. The arbitral panel shall be composed of three arbitrators, one to be selected by the City, one to be selected by the Operator/Lessee and the third (who shall act as chairman of the panel) to be selected by the two previously selected arbitrators. If the two previously-selected arbitrators cannot agree on the selection of the third arbitrator, the Chief Judge of the United States Court of Appeals for the judicial circuit in which Heber City is located shall select the third arbitrator. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators, and no party shall engage in any *ex parte* communication with any member of the arbitral panel. Each party shall bear its own attorney fees, expenses and costs. The award shall include interest at the rate specified by the agreement from the date of any breach or violation of this agreement or the incurring of any obligation as determined in the arbitral award until paid in full. The award shall be in writing and state the reasons upon which it is based. The award shall be final and binding on the parties. Judgment on the award may be entered by any court with competent jurisdiction.

The Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern this Article and any arbitration conducted pursuant to this Article.

D. No party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this agreement.

E. If a party receiving a notice of default under this agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award.

Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Envision Heber Phase 3 Code Updates: Chapter 18.68 Supplemental Zoning Regulations
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the Phase 3 Envision Heber Code Update, the City is reviewing the entire Code and Subdivision Ordinance.

The Supplementary, Administrative, General Provisions and Definitions Chapters are the final chapters left for the Planning Commission to update in this process this year. After these chapters are adopted a final cleanup of the updated code will occur to rectify all citations and new terminology in all sections.

The Planning Commission reviewed this item at the March 28, 2023 meeting and made some minor language changes to the draft. On April 25, 2023 they held a public hearing and forwarded a positive recommendation to the City Council for review and adoption. On June 20th, 2023 the City Council held a work session on this proposed draft.

The Supplementary Chapter is before you for a second review tonight. The Chapter has been updated to reflect current state law, changes made to other Chapter sections and has included some new provisions. Comments received from the June 20th City Council work session are reflected in this draft.

RECOMMENDATION

Staff recommends the City Council consider the updates to this chapter and schedule the item for adoption at a subsequent meeting.

BACKGROUND

The Supplementary Chapter included provisions that relate to many specific zoning districts and has been designed to provide these regulations in one chapter. The current chapter has been updated to reflect state law, incorporate sections that were moved from other chapters, deleted sections that were moved to other chapters and had new regulations added or updated. Exhibit 1 details the proposed draft. The chapter has not been updated for some time and many of the provisions were out of compliance with the law or were not reflective of practices in the Planning Department.

DISCUSSION

These three sections were added to the Chapter and reflect an update of existing standards and policies:

18.68.612 Child Day Care Facilities

18.68.613 Recreational Vehicle Courts (moved from its own chapter into this chapter) 18.68.614 Reasonable Accommodation Provisions

These sections regarding group homes were in conflict with Federal and State law and were deleted with a new section added that reflects the allowed regulations.

18.68.501 Residential Facilities For Elderly Persons

18.68.502 Elderly Residential Facilities As A Permitted Use

18.68.503 Approval Of Elderly Residential Facilities

18.68.504 Elderly Residential Facilities In Areas Zoned Exclusively For Single-Family Dwellings

18.68.505 Review And Approval

18.68.506 Definitions

18.68.601 Residential Facility For Disabled Persons Group Care Facilities

As detailed in the draft other sections as marked were clarified for the latest regulations, made consistent with other Chapters and clarified review procedures.

Changes requested at the March 28th Planning Commission were made to the following:

1. 18.68.030 replaced “and” with “or”
2. 18.68.060 D. 2. added “not”
3. 18.68.140 Surface Water Drainage deleted “driveways”
4. Removed 18.68.210 Motor Vehicle Access as it is covered in the Engineering Specifications.

Changes from the June 20th Council meeting were as follows:

1. 18.68.05 Removed “uncovered decks” .
2. 18.68.06 amended items G and I as directed by Council on Accessory Buildings.
3. 18.68.75 Shipping containers amended to delete “with”.
4. 18.68.120 added state code language reference
5. 18.68. 140 removed “streets”.
6. 18.68.230 deleted outdoor fencing
7. 18.68.601 Will have attorney check transferability provisions.
8. 18.68. 622 Discussion on limiting external Accessory Dwelling Units (ADU’s) to the R1 zoning districts. Need Council consensus on this issue.

FISCAL IMPACT

There is no fiscal impact to the adoption of this ordinance.

CONCLUSION

Updates would provide a more functional updated chapter and codify policies practiced in the Planning Department.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. Supplemental Ord Draft

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE ZONE 18.68 SUPPLEMENTARY REGULATIONS

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Chapters 18.68 Supplementary Regulations is hereby Amended and Adopted to read as follows:

18.68 Supplementary Zoning Regulations

18.68.010 Intent Of Provisions

18.68.015 Frontage For Dwellings

18.68.020 Yard Space For One Building Only

18.68.030 One Dwelling and One Internal and External Accessory Dwelling Unit Per Lot

18.68.040 Sale Or Lease Of Required Space Prohibited

18.68.050 Obstruction Of Required Yard Space Prohibited

18.68.060 Accessory Building—Lot Coverage Restricted

18.68.070 Accessory Building—Habitation Prohibited

18.68.075 Shipping Containers

18.68.080 Motels And Hotels—Determination Of Lot Area

18.68.090 Residential Zones - Commercial Vehicle Parking Restricted

18.68.100 Residential Zones -- Property Maintenance Standards

18.68.110 Building Height Measurement And Allowable Projections Above The Maximum Height Limit

18.68.120 Heights Of Fences And Walls

18.68.122 Deer Suppression Netting

18.68.125 Chickens In Residential Zones

18.68.130 Barn Location Restrictions

18.68.135 Grazing Animals In Non-Agricultural Zones

18.68.140 Surface Water Drainage

18.68.150 Intersection -- Visibility Triangle

18.68.155 Driveway Visibility Triangle

18.68.160 Yards -- Planning For Future Development

18.68.170 Setbacks—Exceptions Front Yard Setback Flexibility

18.68.172 Rural Highway Setbacks

18.68.175 Open Space

18.68.180 Concessions In Public Parks And Playgrounds

18.68.190 Domestic Sewage Disposal Facilities -- Approval Required

18.68.200 Gasoline Pump Island Location

18.68.210 Motor Vehicle Access

18.68.220 Pollution Prevention

18.68.230 Private Schools In Residential Zones

18.68.501 Residential Facilities For Elderly Persons

18.68.502 Elderly Residential Facilities As A Permitted Use

18.68.503 Approval Of Elderly Residential Facilities

18.68.504 Elderly Residential Facilities In Areas Zoned Exclusively For Single Family Dwellings

18.68.505 Review And Approval

18.68.506 Definitions

18.68.601 Residential Facility For Disabled Persons Group Care Facilities

18.68.606 Temporary Use And Structures

18.68.608 Mobile Food Vendors

18.68.609 Home Occupations

18.68.610 Bed And Breakfast Homes And Boarding Houses, Lodging Houses, And Rooming Houses

18.68.611 Accessory Dwelling Units (ADUs)

18.68.612 Child Day Care Facilities

18.68.613 Recreational Vehicle Courts

18.68.614 Reasonable Accommodation Provisions

18.68.010 Intent of Provisions

The intent of this section is to accumulate in one chapter, regulations which apply to two or more zones, rather than to repeat them several times.

18.68.015 Frontage For Dwellings

Except as otherwise provided for in this title, at least one side of lot used as a dwelling site shall abut upon a street which has been designated or dedicated to the public for street purposes and the length of such abutting side measured at the setback line shall be at least as great as the width required for dwelling sites in the zone in which such building site is located.

18.68.020 Yard Space For One Building Only

No required yard or other open space around an existing building or which is hereafter provided around any building, which is needed to comply with the provisions of this title, shall be considered as providing a yard or open space for any other building; nor shall any yard or other required open space on the lot whereon a building is to be erected or established.

18.68.030 One Dwelling and One Internal Or one External Accessory Dwelling Unit Per Residentially Zoned Lot

Only one building which contains a **Single Family** dwelling, and **one internal accessory dwelling unit or one external accessory dwelling unit** shall be located and maintained on a **"R"** zoning lot as defined in this title, except for dwellings within a planned unit development, mobile home park or other large-scale development and large multiple-family dwelling projects. **"Large multiple-family dwelling projects"** means any project containing five or more family dwellings.

18.68.040 Sale Or Lease Of Required Space Prohibited

No space needed to meet the width, yard, area, coverage, parking or other requirements of this title for a lot or building may be sold ~~or leased apart~~ from such lot or building unless other space so complying is provided.

18.68.050 Obstruction Of Required Yard Space Prohibited

Every part of a required yard shall be open to the sky and unobstructed except for permitted accessory buildings and except for ordinary and customary projection of sills, **bay or box windows**, belt courses, cornices and other ornamental features and unenclosed steps and unwallled stoops, porches, and carports, which may project up to three feet into

a required yard. No projection into a required court which is provided in connection with a court apartment shall be constructed except for customary sills, belt courses and cornices which may extend into the court not more than sixteen inches.

18.68.060 Accessory Buildings

Accessory buildings such as detached garages, sheds, barns and external accessory dwelling units in residential zones are subject to the following:

- A. No accessory buildings shall be located in the front yard.
- B. No accessory buildings shall be located between the street and the main building.
- C. Accessory Building Setbacks:
 - 1. Rear: 5 feet from property line
 - 2. Side: 5 feet from property line
 - 3. Street Corner Side: 10 feet from property line
- D. Accessory Buildings over 200 total square feet shall require a building permit and;
 - 1. Shall meet all setbacks for accessory buildings.
 - 2. Shall not be taller than the main structure not exceed a maximum of 25' in height.
 - 3. Shall be placed in the rear yard.
 - a. Exception. A garage may be placed within the side yard if all requirements of this ordinance are met.
- E. Accessory Buildings less than 200 total square feet:
 - 1. May encroach within the required accessory building setbacks if:
 - a. The building is no larger than 120 total square feet.
 - b. The building is no taller than 8 feet.
 - c. The building is movable, except as permitted in 18.68.060(I).
 - d. The building complies with 18.68.060(J).
 - 2. No such building shall be taller than 12 feet.
 - 3. No permit is required, unless required by the building code.
- F. Accessory Buildings less than 50 total square feet and no taller than 6 feet are exempt from all requirements other than 18.68.060(A).
- G. Square footage is calculated to the outside of the structure's exterior walls.
- H. Accessory buildings in any residential zone shall cover not more than twenty-five percent of the rear yard.
- I. Separation from other Structures. Accessory buildings shall be a minimum of 12 feet from any dwelling or other main building and not less than 8 feet from any other building. The separation applies to structures on this or any adjacent property, except if the accessory building is located in the rear yard and the "other building" is in a separate yard, then the accessory building may be placed within 5 feet of the property line.
- J. Accessory Building over Easements. Accessory buildings may be constructed (attached to a foundation as required by the building code) over utility easements provided that all applicable public utility companies have in writing released the easement for such a purpose. These releases must accompany the building permit application.
- K. Provisions for Roof Drainage. No roof eave shall extend over any property line and any roof that drains toward the adjoining property shall be set back at least 5 feet from the property line.

18.68.070 Accessory Building -- Habitation Prohibited

Living and sleeping quarters in any building other than the main residential building is prohibited without the approve Owner Occupied Accessory Apartment.

18.68.075 Shipping Containers

1. Shipping Container shall mean “A large metal box used for the transportation of goods”.
2. The keeping of shipping containers is prohibited in all residential zones.
 1. Exceptions. A shipping container may be located on a residential property when:
 1. The container is being used to store personal property in conjunction with a move to or from said property, not to exceed 2 weeks; or
 2. The container is being used for the storage of construction equipment with an active building permit.
 3. Shipping containers may be kept in Commercial and Mixed-Use zones upon the approval of a Conditional Use Permit consistent with Section 18.108.120, or a Temporary Use Permit consistent with 18.68.606.
 4. Shipping Containers may be kept in Manufacturing and Industrial zones when the following standards are met.
 1. Containers shall not be placed ~~with~~ in a required setback or landscaping area.
 2. Containers shall not be placed between a building and the street.
 5. In no case shall any containers be stacked.
 6. In no case shall any containers be placed in the public right of way.

18.68.080 Motels And Hotels -- Determination Of Lot Area^[MR1]

~~Lot area per dwelling unit shall apply to motels and hotels for those units that include kitchen facilities.~~

18.68.090 Residential Zones - Commercial Vehicle Parking Restricted

The storage and/or continuous parking of trucks having a rated capacity of one and one-half tons or greater and construction equipment such as bulldozers, graders, compressors, etc., shall not be permitted in any residential zone, provided that construction equipment may be stored on a lot during construction of a building thereon, but not to exceed one year.

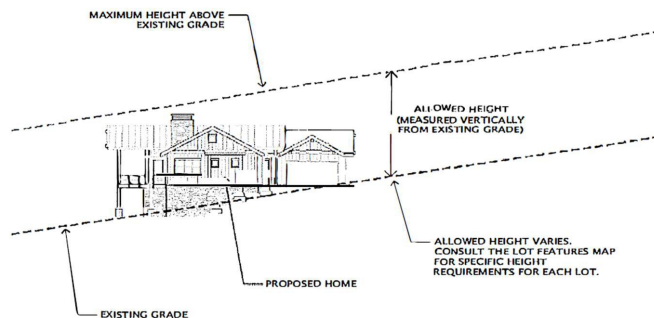
18.68.100 Residential Zones -- Property Maintenance Standards

No yard or other open space surrounding an existing building in any residential zone, or which is hereafter provided around any building in any residential zone, shall be used for the storage of junk, debris or obsolete vehicles; and no land shall be used for such purposes, except as specifically permitted in this title. [Title 8.08 of the Heber City Municipal Code Weed and Refuse Abatement also applies to this Section.](#)

18.68.110 Building Height Measurement And Allowable Projections Above The Maximum Height Limit

[A. Measurement:](#)

The height of buildings shall be measured using the graphic below. The intent of the height guideline is to present a human-scaled roofscape, one which steps with the contours of the terrain and recalls the natural setting.



Submitted plans shall include:

- Roof ridgeline plan
- Existing topography shown below the roof areas
- Multiple spot locations shown on the roof plan stating roof elevation, existing grade elevation, finished grade elevation, and the differences in feet, rounded to the nearest 3" (0.25') from the roof elevation. The spot locations on the roof shall include roof peak ends, several in the center of the roof, and the maximum height points.

B: Allowable Projections: Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, theater lofts, or similar structures, may be erected above the height limits prescribed in this title, but no space above the height limit shall be allowed for the purpose of providing additional floor space. All HVAC equipment and stacks/piping shall be located at least 10' from the edge of flat roofed buildings and located on the opposite side of the street facing façade for a pitched roof building. Pitched roof buildings that extend perpendicular from the adjacent street shall not locate HVAC equipment on the roof.

18.68.120 Heights Of Fences And Walls

- A. Fences and Walls in Residential Zones. No fence or wall shall be constructed to a height greater than four (4) feet in any front yard. Any fence or wall along a side yard or rear yard shall be not be constructed to a height greater than six (6) feet. However, a fence along a side or a rear property line of a residential lot, which side or rear property line borders a non-residential zone, may be constructed to the height allowed in the non-residential zone. The "thirty foot" **front yard** setback may be reduced to the front wall line for legally non-conforming homes which are closer than thirty feet to the street right-of-way line.

1. ~~New subdivisions must have Covenants, Conditions, and Restrictions for the subdivision approved by the City through the subdivision process and recorded with the subdivision plat, addressing standardized fence height, materials, and color for fences constructed within the subdivision.~~

- B. Fences and Walls in Non-Residential Zones. No fence or wall shall be constructed to a height of greater than eight (8) feet in any non-residential zone.
- C. The provisions of 18.68.150 shall apply to all fences on all corner lots.
- D. Outdoor swimming pools shall be completely enclosed by a six (6) foot tall fence or wall with a secured gate or as otherwise regulated by State code.
- E. All private fences, regardless of fence height or property zoning classification, shall be constructed upon private property and not within the street right-of-way.
- F. No fence shall be constructed near any driveway which would interfere with the visibility triangle required in Section 18.68.155.
- G. Fences and walls may be extended to eight (8) feet in height with the top two (2) feet constructed of barb-wire in the following institutional use areas: around culinary wells and springs, pump houses, airport, sewer facilities and electrical transmission and telecommunication facilities. When institutional fences are adjacent to residential zones, residential fences immediately adjacent to an institutional fence may be extended to eight (8) feet in height. However, no part of an institutional fence may hang over a residential lot
- H. Any fence constructed on top of or along a retaining wall, which is legitimately retaining, shall have their regulated height measured from the highest point of the top of the retaining wall. However, any fence constructed within a driveway visibility triangle or street visibility triangle as regulated by Section 18.68.155 and 18.68.150 shall not exceed the height limits for those respective code sections, with such height measured along street grade for street visibility triangles and driveway grade for driveway visibility triangles.
- I. All fences constructed prior to May 19, 2011, which conform to Sections 18.68.155 and 18.68.150, shall be considered legal.

18.68.122 Deer Suppression Netting

Deer suppression netting may be installed in any zone to protect gardens and landscaping, provided it:

- A. Is constructed with an open mesh material that allows a clear view through the mesh for any material placed at a height over 6 feet, and is not composed of the following prohibited materials:
 - 1. Contractor Sand/Snow fence (Usually orange);
 - 2. Chain Link;
 - 3. Poultry netting;
- B. Does not result in a total structure height over 8 feet; and
- C. Is not located within any front yard, and on corner lots is not located closer to the street than the dwelling.

18.68.125 Chickens In Residential Zones

Chickens may be kept within the ~~R-1, R-2, R-3, and R-14~~ Residential "R" Zones, on any detached single family dwelling lot, subject to the following:

- A. Hens (females) of any chicken species may be kept. However, roosters (males) are prohibited.
- B. Chickens shall be kept for personal family use only. Commercial uses (the selling of chicken products) of chickens are prohibited.
- C. Chickens shall be kept controlled on the property at all times.

- D. Coops shall not be located within the front yard, ~~and~~ shall be located at least twenty-five (25) feet from any neighboring dwellings, and shall be located at least twenty (20) feet from the edge of any open waterway that drains into a natural stream. Surface drainage from coops shall not be permitted to drain into a waterway that drains into a natural stream.
- E. Up to three (3) chickens may be kept on a detached single-family home lot which contains at least 5,000 square feet. One (1) additional chicken may be kept for each 1,000 square feet of lot area above the 5,000 square foot minimum, for a maximum of eight (8) chickens permitted on each lot.
- F. The premises upon which chickens are kept shall be maintained in a clean, sanitary, and reasonably odor-free condition.
- G. Definitions.
 - 1. "Coop" means a cage, pen, enclosure, or building for the sheltering of chickens.
- H. The provisions of this Section (~~Section 18.68.125~~) do not impair, enhance, or otherwise regulate the uses of other zones which expressly permit the keeping of chickens.

18.68.130 Barn Location Restrictions

No barn, barn for keeping of animals, corral or coop shall be constructed closer than one hundred feet from any existing dwelling or public street, nor shall any corral, pen or coop be constructed or maintained closer than twenty feet to any open waterway that drains into a natural stream. ~~The location of chicken coops in the R-1, R-2, R-3, and R-14 Residential Zones shall be regulated by Section 18.68.125.~~ Surface drainage from corrals or coops shall not be permitted to drain into a waterway that drains into a natural stream.

18.68.135 Grazing Animals In Non-Agricultural Zones

- A. Intent. The intent of this Section is to:
 - 1. Promote well landscaped properties in the City;
 - 2. Provide an alternative means for owners of larger properties in the city to maintain and control vegetation on their property through the pasturing of grazing animals; and
 - 3. Promote a green pastoral and rural town lifestyle.
- B. The raising, care and keeping of animals for personal family use and consumption is permitted in all zones. Animals are limited to only those specified:
 - 1. Large animals: horses, cows, llamas, alpacas, or ostriches, but not including pigs;
 - 2. Medium animals: sheep and goats, but not including pigs.
- C. Animals shall not be kept within the front yard of any dwelling or main building and shall be kept at least 20 feet from the rear of the dwelling or main building, and at least 10 feet from the side of the dwelling or main building. Barns and corrals shall be located as per Section 18.68.130. Animals shall not be permitted to wallow within or access a stream or canal.
- D. At least 34,000 square feet of green landscaped pasture area shall be maintained for each large animal, and at least 9,000 square feet of green landscaped pasture area shall be maintained for each medium animal.
- E. The premises upon which animals are kept shall be maintained in a clean, sanitary, and reasonably odor-free condition, and animals shall be kept controlled on the property at all times.
- F. The property upon which the animals are kept is required to be maintained in a green pastoral condition. In the event a pasture becomes overgrazed, the number of animals on a property ~~will need to~~ shall be reduced. Overgrazing occurs when animals are permitted

to graze vegetative cover excessively to the detriment of the vegetation, often characterized by soil erosion, dusty or muddy conditions, soil compaction, increased water runoff, noxious weed invasion, trampled vegetation, or a lack of grazing (i.e. hay or alfalfa) vegetation. A green pastoral condition exists when the land is not overgrazed, often characterized by the existence of healthy, non-trampled, green and growing vegetation (or dormant vegetation in non-growing months), healthy non-compacted soils, along with minimal dust, mud and weeds.

- G. The provisions of this Section (~~Section 18.68.135~~) do not impair, enhance, or otherwise regulate non-conforming animal uses, or the uses of zones which expressly permit the keeping of animals.
- H. Animals which create noise that disturbs neighbors shall be considered a public nuisance pursuant to Chapter 8.04 of this code.

18.68.140 Surface Water Drainage

Surface water from roof tops, **impervious surfaces**, lots or irrigation ditches shall not be allowed to drain onto adjacent lots or ~~streets~~ except after written agreement between the parties involved. **Low impact development techniques are required by the Heber City Standards and Specifications.**

18.68.150 Intersection -- Visibility Triangle

In all zones which require a front yard, no obstruction, **living or inanimate**, which will obscure the view of automobile drivers shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at a point forty-five feet from the intersection of the street lines.

18.68.155 Driveway Visibility Triangle

In all zones which require a front yard, no fence, wall, hedge, landscaping, or other material or structure that will obstruct vision between a height of three (3) feet and eight (8) feet shall be erected, placed or maintained within a triangular area formed ~~at a lot~~ by the intersection of a driveway line and a street property line and a line connecting them at a point 15 feet from their point of intersection.

18.68.160 Yards -- Planning For Future Development

Whenever a front or side yard is required for a building, which building abuts on a proposed street which has not been constructed but **which is shown in the General Plan as a future street, or represents a needed or likely connection to adjacent or future development**, or has been designated by the planning commission as a future street, the depth of such front or side yard shall be measured from the planned street lines.

18.68.170 ~~Setbacks -- Exceptions~~ Front Yard Setback Flexibility

- ~~A.~~ In residential zones, the setback from the street for any dwelling situated between two existing dwellings (a) on the same side of the street, (b) located within 150 feet of each other, and (c) located less than thirty feet from the front property line may be reduced to 20 feet or the same as the average for said two existing dwellings, whichever is the

greater setback distance, as demonstrated by the permittee to the Community Development Director or designee.

- B. The setback from the street for any dwelling located in an area where "density" zoning was previously permitted may be twenty feet from the front property line if that has been the setback pattern within said development.

18.68.172 Rural Highway Setbacks

Along any state and federal highway between ~~Coyote Lane~~ 850 North to Coyote Lane, all buildings and structures shall be setback from the edge of the highway right of way at least 150' for residential buildings and 50' for non-residential buildings.

18.68.175 Open Space =

When a proposed subdivision which adjoins a collector or arterial street as identified on the Heber City Master Street Plan, or adjoins a water feature such as a canal, stream, flood channel or other critical feature as determined by the City Council, the minimum required area and street frontage widths of the lots within the subdivision may be reduced by up to 25 percent of the usual requirement to accommodate dedicated open space along said features.

- A. The City Council may permit, through a special exception, a rear yard setback reduction of up to 5 feet and/or front yard setback reduction of up to 5 feet to accommodate these open space features, and/or a side yard setback reduction of up to 4 feet on each side yard, if in the opinion of the City Council such reduction is necessary to accommodate, protect or enhance the open space feature. Such reduction must be approved by the City Council through the subdivision process, and the reduction shall be noted upon the subdivision plat, stating which lots are affected and the approved setback distances. It is the responsibility of the developer to prove that the setback reduction is necessary to accommodate the open space.
- B. No density bonuses shall be granted as a result of this Section (i.e. if 10 lots are permitted before the lot size reduction, 10 lots are permitted after the lot size reduction).
- C. This Section shall not apply to cottage home lots infill lots.

18.68.180 Concessions In Public Parks And Playgrounds^[MR3]

Concessions, including but not limited to amusement devices, recreational buildings or refreshment stands, shall be permitted on a public park or playground when approved by the city council.

18.68.190 Domestic Sewage Disposal Facilities -- Approval Required

Where domestic sewage disposal facilities are used which are not connected to a public sewer, approval of such facilities shall be obtained from the health department before a building permit shall be issued therefor.

18.68.200 Gasoline Pump Island Location ^[MR4]

Gasoline pump islands shall be set back not less than fifteen feet from any street line to which the pump island is vertical and twelve feet from any street line to which the pump island is parallel and not less than twelve feet from any residential zone boundary line. If the pump island is set in an angle on the property, it shall be so located that automobiles stopped for service will

not extend over the property line. In no case shall pumps set closer than twelve feet from any street lines, nor closer than ten feet from any side or rear property line. Lots from which gasoline is dispensed to customers at retail shall be not less than seventy-five by one hundred feet in size. Canopies over pump islands may extend to within five feet to the property lines.

18.68.210 Motor Vehicle Access

Access to all lots and parcels of land having frontage on a public street shall be controlled as follows:

- A. ~~Number of Driveways.~~
- B. ~~Access shall be by not more than two driveways from any one street, except as may be permitted by the City Engineer, when it can be shown that additional driveway approaches will promote traffic safety;~~
- C. ~~Driveway setbacks~~
 - 1. ~~Driveway approaches shall be no closer than five feet to the side property line, measured from the curb opening, and no closer than ten feet to another driveway approach. When permitted along collector or greater streets, driveway approaches shall be setback at least 50 feet from another driveway approach.~~
- D. ~~Driveway Approach Width~~
 - 1. ~~Non-Residential Uses. Driveway approaches for non-residential uses shall be not more than forty feet in width.~~
 - 2. ~~Residential Uses. Driveway approaches shall not be more than thirty feet in width for residential uses.~~
- E. ~~Driveways on centerline Corner Lots~~
 - 1. ~~Non-Residential Uses. On corner lots, commercial non-residential driveway approach shall closer than fifty feet to the point of intersection of the front property line with the side and no property line which abuts upon street.~~
 - 2. ~~Residential Uses. No residential driveway approach shall be closer than thirty feet on local streets feet or forty, on collector or greater street designations, when approved, to the point of intersection of the front property line with the side property line which abuts upon a street;~~
- F. ~~Driveways on Collector and Greater Streets~~
 - 1. ~~On Lots which contain frontage upon two different streets, driveway access shall be established from the street with the lesser street classification, as shown on the Master Plan. No driveway approach shall be established on collector or greater designation streets, or streets with a larger classification, except for non-residential and multifamily residential developments with common driveway approaches, which under certain situations, the City deems appropriate and which and includes traffic mitigation measures. acceptable to the City.~~
 - a. ~~Such measures may include, but are not limited to, shared driveways and setbacks from other driveway approaches.~~
- G. ~~Definitions~~
 - 1. ~~The "apron" is that portion of the driveway approach extending from the gutter flow line to the sidewalk section and lying between the end slopes of the driveway approach.~~
 - 2. ~~The "curb return" is the curved portion of a street curb at street intersections, or the curved portion of a curb in the end slopes of a driveway approach.~~

3. A "driveway" is an area on private property where automobiles and other vehicles are operated or allowed to stand.
4. "Driveway approach" is an area, construction, or improvement between the roadway of a public street and private property intended to provide access for vehicles from the roadway of a public street to a definite area of the private property, such as a parking area, a driveway, or a door at least seven feet wide intended and used for the ingress and egress of vehicles. The component parts of the drive way are termed the apron, the end slopes or curb return, and sidewalk section street.
- H. The "end slopes" are those portions of the driveway approach which provide a transition from the normal curb and sidewalk elevations to the grade of the apron, either by means of sloping surface or by means of a curb return, together with the area between the projected tangents of the curb return.
- I. The "sidewalk section" is that portion of the driveway approach lying between the back edge of the sidewalk and the apron, plus the end slopes measured at the front edge of the sidewalk.

18.68.220 Pollution Prevention

Any use which emits or discharges gases, fumes, dust, glare, noise or other pollutants into the atmosphere in amounts which exceed the standards as prescribed by [State Law](#), the Utah State Air Conservation Board or the Board of Health and any use which emits or discharges liquids or solid material onto the soil or water in amounts which results in pollutants entering groundwater in amounts exceeding the standards prescribed [in State or Federal Law or policies or](#) by the Utah State Water Pollution Control Board of the Board of Health, shall be prohibited.

18.68.230 Private Schools In Residential Zones

Private schools in residential zones [shall be reviewed by the Community Development Director and approved if the application](#) meets the following standards.

- A. Building and Health Codes. The site shall comply with applicable health, building and fire codes.
- B. Licenses. The private school shall obtain applicable state and local business licenses.
- C. Site size. The site shall contain at least 1 acre.
- D. Street Access. The site shall front upon and directly access a Collector or Major Collector Street.
- E. Parking. [See Parking Chapter 18.72.](#) The site shall contain parking as follows:
 1. ~~Pre-School/Elementary/Jr. High: 3 parking stalls per room used for classroom or administration.~~
 2. ~~High School/Trade School: 3 parking stalls per room used for classroom or administration, plus 1 parking stall per 4 students.~~
 3. ~~Dance: 1 parking stall per 200 square feet of gross floor area.~~
 4. ~~Beauty: 5 parking spaces, plus two (2) per operator station plus one (1) space per two hundred (200) square feet of office space.~~
- F. Building setbacks. Building setbacks shall meet the requirements of the underlying zone.
- G. Height. Building height shall not exceed 2 stories [30'](#) above grade.
- H. Loading and unloading. 1 off-street loading/unloading space for every 20 people, or portion thereof enrolled. Loading space requirement may be eliminated if there is a circular drive-way.
- I. Lot Coverage. No more than 30 percent of the lot shall be covered by buildings.

- J. Common Areas. The site shall provide landscaped outdoor common area for use by students, covering a minimum of 20% of the site.
- K. Screening and Fencing. Outdoor playgrounds shall be surrounded by fencing. Evergreen trees and shrubbery shall be planted along property lines shared with adjoining residential subdivisions.

18.68.501 Residential Facilities For Elderly Persons^[MRS]

- A. A residential facility for elderly persons may not operate as a business.
- B. A residential facility for elderly persons shall:
 - 1. ~~be owned by one of the residents or by an immediate family member of one of the residents or be a facility for which the title has been placed in trust for a resident;~~
 - 2. ~~be consistent with existing zoning of the desired location; and~~
 - 3. ~~be occupied on a 24-hour-per-day basis by eight or fewer elderly persons in a family-type arrangement.~~
- C. A residential facility for elderly persons may not be considered a business because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility.

18.68.502 Elderly Residential Facilities As A Permitted Use

- A. A residential facility for elderly persons is a permitted use in any area where residential dwellings are allowed, except an area zoned to permit exclusively single-family dwellings.
- B. A permit to establish a residential facility for elderly persons shall be granted only if:
 - 1. ~~the facility meets all applicable building safety, zoning, and health ordinances applicable to similar dwellings;~~
 - 2. ~~there is adequate off-street parking space provided;~~
 - 3. ~~the facility is capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character;~~
 - 4. ~~no residential facility for elderly persons is established within three-quarters mile of another residential facility for elderly persons or residential facility for handicapped persons, as defined by Section 10-9-103 of the Utah Code;~~
 - 5. ~~no person being treated for alcoholism or drug abuse is placed in a residential facility for elderly persons; and~~
 - 6. ~~placement in a residential facility for elderly persons is on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.~~

18.68.503 Approval Of Elderly Residential Facilities

- A. Upon application for a permit to establish a residential facility for elderly persons in any area where residential dwellings are allowed, except an area zoned to permit exclusively single-family dwellings, Heber City may decide only whether or not the residential facility for elderly persons conforms to ordinances under 18.68.502(B); and
 - 1. ~~if the residential facility for elderly persons complies with the ordinance under 18.68.502(B), Heber City shall grant the requested permit to that facility.~~
- B. The use granted and permitted by this section is nontransferable and terminates if the structure is devoted to a use other than a residential facility for elderly persons or if the structure fails to comply with the ordinances under 18.68.502(B).

18.68.504 Elderly Residential Facilities In Areas Zoned Exclusively For Single-Family Dwellings

For the purposes of this section:

- A. No person who is being treated for alcoholism or drug abuse may be placed in a residential facility for elderly persons; and
 - 1. placement in a residential facility for elderly persons shall be on a strictly voluntary basis and may not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution.
- B. Subject to the granting of a conditional use permit, a residential facility for elderly persons shall be allowed in any zoning district that is zoned to permit exclusively single-family dwelling use, if that facility:
 - 1. conforms to all applicable health, safety, zoning, and building codes;
 - 2. is capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character;
 - 3. conforms to Heber City's criteria adopted by ordinance, governing the location of residential facilities for elderly persons in areas zoned to permit exclusively single-family dwellings; and
 - 4. is not established within three-quarters mile of another existing residential facility for elderly persons or residential facility for handicapped persons, as defined by Section 10-9-103 of the Utah Code.
- C. The use granted and permitted by this section is nontransferable and terminates if the structure is devoted to a use other than as a residential facility for elderly persons or if the structure fails to comply with applicable health, safety, and building codes.
- D. Discrimination against elderly persons and against residential facilities for elderly persons is prohibited.
- E. Decisions regarding the application for a permit by a residential facility for elderly persons shall be based on legitimate land use criteria and not based on the age of the facility's residents.
- F. The requirements of this section that a residential facility for elderly persons obtain a conditional use permit or other permit do not apply if the facility meets the requirements of existing zoning ordinances that allow a specified number of unrelated persons to live together.

18.68.506 Definitions^[MR6]

As used in the chapter:

- A. "Conditional Use" means a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
- B. "Elderly person" means a person who is 60 years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.
- C. "Residential facility for elderly persons" means a single-family or multi-family dwelling unit that meets the requirements of the 500-series of Chapter 18.68 of this ordinance.
 - 1. "Residential facility for elderly persons" does not include a health care facility as defined by Section 26-21-2 of the Utah Code.

18.68.601 Residential Facility For Disabled Persons ~~Group Care Facilities~~

A. ~~Definitions.~~ For the purpose of Section 18.68.601:

1. ~~“Disabled Person” means an individual with a disability as defined by the Federal Americans with Disabilities Act as amended (ADA), US Housing and Urban Development (HUD), and/or the Utah Fair Housing Act.~~
2. ~~“Residential facility for disabled persons” or “facility” means a single-family or multiple-family dwelling unit that provides a family-type living environment for disabled persons and meets the requirements of Section 18.68.601 “Residential Facilities for Disabled Persons”.~~

B. A. Intent.

It is the intent of this ordinance to accommodate individuals with a bona fide disability as defined by the ADA, HUD, and the Utah Fair Housing Act. This ordinance shall not be used to circumvent other requirements of the Heber City Zoning Ordinance.

C. ~~B.~~ Residential Facility for Disabled Persons Group Care Facilities as a Permitted Use.

Each facility is a permitted use within any Zone where residential dwellings are permitted. The granting of a permit to operate a facility rests with the ~~Zoning Administrator~~ Community Development Director or his or her designee, with appeals going to the Appeals and Variance Authority. The following standards shall be used in the Planning Director’s review of applications:

- 1) All facilities shall have adequate off-street parking space provided per Chapter 18.68.
- 2) All facilities shall be capable of use as a group care facility without exterior structural or landscaping alterations that would change the structure’s residential character.
- 3) The use granted and permitted by this section is nontransferable and terminates if the structure is devoted to a use other than as a group care facility, or if the structure fails to comply with the requirements.
- 4) The minimum site development standards for group care facility for elderly persons shall be the same as those required for a single-family dwelling in the zone in which the facility is to be located.
- 5) All required setback areas not occupied by buildings or parking shall be landscaped and properly maintained.
- 6) No Group Care facility shall be established, operated or maintained within the City without a valid license or operating contract issued by the Utah state division of licensing or department of corrections or other appropriate state agency, and without obtaining a Heber City business license. For types of uses that do not require a state license, the applicant shall provide evidence from the state of Utah indicating that the state does not require a license for the facility.

D. ~~License and Permits Required.~~ Each facility shall:

1. ~~Obtain a local business license when a facility is operated and managed by an entity for profit or non-profit;~~
2. ~~Obtain any applicable state, federal, and local licenses or permits, and provide evidence of required licensure upon application for a local business license;~~
3. ~~Meet all municipal building, safety, and health ordinances applicable to similar dwellings; and~~
4. ~~Conform to all applicable requirements of the Utah State Department of Human Services and be operated by or operated under contract with that Department.~~

E. ~~Facility Requirements.~~ Each facility shall:

Commented [MR1]: Attorney to provide final language

1. Establish and maintain adequate off-street parking spaces;—
 2. Be established, managed, and maintained in a manner consistent with the character and scale of the surrounding residential neighborhood;—
 3. Be occupied by sixteen (16) or fewer disabled persons in a family-type arrangement under the supervision of a house family or manager in accordance with the requirements of the Utah State Department of Human Services; provided, however, the occupancy of such facility shall not exceed the limits established by the Utah State Code, Utah State Administrative Rules, or the International Building Code;—
 4. Accept individuals within the facility on a strictly voluntary basis and shall not include placement of individuals as part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility;—
 5. Not be established or maintained within six hundred feet (600) feet of an existing facility, as measured in a straight line from the nearest property line of a facility to the nearest property line of another facility;—
 6. Provide services to a group of individuals with bona fide disabilities, as evidenced by receipt of an official ADA Certification or receipt of recent treatment or therapy within the past year for a qualifying disability; and
 7. When part of an addiction recovery facility, require monthly drug and alcohol testing and verification, and provide said verification upon request to Heber City.
- F. Enforcement. The following are factors that shall disqualify a facility from operating within Heber City and shall be grounds for declaration of such facility as a public nuisance, and subject such facility to license revocation and/or other available criminal or civil action. Knowingly or unknowingly:
1. providing services to CURRENT drug or alcohol users at a facility rather than providing services to RECOVERING alcohol or drug addicts;—
 2. permitting drug or alcohol use or drug manufacturing at a facility;—
 3. providing services to individuals that do not qualify with a bona fide disability and operating such facility under the guise or façade of a bona fide disabled facility; or
 4. permitting or engaging in other unlawful activities which constitute a Pattern of Unlawful Activity pursuant to Title 76, Chapter 10, Part 16 of the Utah State Code.
- G. Severability. If any part of this Section is found to be unlawful by a court of law, applicable State or Federal regulations shall govern that situation, and the remainder of this Section shall remain in full effect.

18.68.606 Temporary Uses and Structures

- A. Uses and structures may be permitted for a period of time outlined in this section, with no use or structure exceeding six (6) months.
- B. Permit. A temporary use permit is required for all temporary uses and structures.
1. Permit applications shall be submitted to the Planning Department and include the following:
 - a. Proposed use and time frame of use or structure.
 - b. Site plan outlining the size and location of the use or structure and any required parking and site improvements.
 2. Temporary use permits are reviewed and approved the Planning Department.

3. Certain uses may require a building permit in addition to the temporary use permit.

C. Uses and structures not listed in this section are not permitted as temporary uses or structures.

D. The following uses and structures are permitted on a temporary basis upon compliance with the standards associated with the use or structure as reviewed and permitted by the Community Development Director.

1. Shipping Containers

~~a. Containers in the C-2, C-3, C-4, MURCZ, and RC zones may be permitted as a temporary use for no more than ninety (90) days. No more than 2 permits may be granted for the same parcels per calendar year. Durations longer than ninety (90) days require a Conditional Use Permit as outlined in Chapter 18.108 of this Title. b. Containers may only be kept in commercial portions of developments with the Mixed Use zones. c. Containers shall not be placed within a required setback or landscaping area. d. Containers shall not be placed between a building and the street. e. Containers shall be screened from the view of the public right of way by being placed behind a building or within a screened outdoor storage area meeting the outdoor storage standards of the underlying zone. f. Containers shall not be placed in the public right of way.~~

1. Construction Office

- a. Construction Offices may be permitted as a temporary use in any zone.
- b. Structures shall not be placed in any right of way that has been dedicated and accepted by the City, or open for public use.
- c. A temporary use permit may be extended when associated with a commercial building permit. d. Separate permits may be obtained for developments with multiple phases.
- e. All temporary offices shall be removed within fourteen (14) days of the issuance of a Certificate of Occupancy or acceptance of the public infrastructure of the associated phase of a subdivision or development.

2. Onsite Real Estate Sales Office

- a. Onsite Sales Offices may be permitted as a temporary use in residential zones as reviewed and permitted by the Community Development Director. Sales Offices located within a model home do not require a temporary use permit.
- b. Sales Offices shall be placed on private property.
- c. An off street parking area adjacent to the sales office shall be provided. Said parking area shall be constructed of compacted gravel or road base and provide for a minimum of 3 parking spaces.
- d. All sales offices shall be accessible to persons with disabilities.
- e. Sales Offices shall be removed upon the establishment of a sales office within a model home, clubhouse, or other permanent structure.

18.68.608 Mobile Food Vendors

- A. Definitions: Mobile Food Vendors are comprised of the following:
 - 1. Ice Cream Truck: A fully encased food service establishment on a motor vehicle from which a vendor, from within the frame of the vehicle, serves ice cream; that attracts patrons by traveling through a residential area and signaling the truck's presence in the area, including by playing music; and that may stop to serve ice cream at the signal of a patron.
 - 2. Food Truck: A fully encased food service establishment on a motor vehicle or on a trailer that a motor vehicle pulls to transport; and from which a food truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption.
 - 3. Food Cart: "Food cart" means a cart that is not motorized; and that a vendor, standing outside the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption.
- B. General Requirements
 - 1. All Mobile Food Vendors shall have a Business License and comply with the requirements of Section 5.04.160 [of the Heber Municipal Code](#).
 - 2. All requirements of the Health Department shall be met.
 - 3. A building permit shall be required for any electrical connections.
- C. Ice Cream Truck
 - 1. Retail sales are permitted in all zones and:
 - a. Shall not sell any goods to individuals standing in the street.
 - b. Shall not be allowed to sell goods from a motorized vehicle while in the right of way on the following streets:
 - 1) Main Street
 - 2) Hwy 40
 - 3) Hwy 189
 - 4) Center Street
 - 5) 100 South (Midway Lane)
 - 6) 1200 South
 - c. Are prohibited from pulling any type of trailer with a motorized vehicle during business operation.
 - d. Shall not stop or be located within an area that would block an intersection or driveway clear site triangle or obstruct the view of traffic.
- D. Food Trucks
 - 1. Retail sales are restricted to Commercial, Industrial, and Manufacturing Zones and shall:
 - a. Only be permitted at an existing brick and mortar business location, with the property owner's [written](#) permission.
 - b. Provide, maintain, and remove trash receptacles for the duration of sales and/or event.
 - c. Provide sanitation services for employees and patrons. An agreement with the hosting business may satisfy this requirement.
 - 1) Exceptions:

Retail sales are permitted on public and private school property with written permission of the school district or property owner, regardless of the zone.

- 2) Retail sales are permitted at parks or on public property as part of a Civic, Recreation, or Special Event with written permission of the property owner, regardless of the zone.
 2. Dining areas are only permitted when approved by the property owner and shall be set up and taken down with each occurrence.
 3. ~~Food Trucks are not permitted to be parked at a sales location overnight.~~ Food Trucks shall not be parked at a sales location overnight, without written permission from the property owner. Food Trucks shall not be parked overnight on public property or within a public right of way.
- E. Food Cart
1. Food Carts are prohibited outside of Civic, Recreation, or Special Events and;
 - a. Must have written permission from the property owner and event coordinator.
 - b. Shall obtain an Event Vendor Business License.
 - c. Shall not be located in the public right of way.
 - d. Shall not be located in an intersection or driveway clear site triangle.
 2. Dining areas are only permitted when approved by the property owner and shall be set up and taken down with each occurrence.
 3. Food Carts are not permitted to be located at a sales location overnight, unless approved with the associated event.
- F. Signs
1. All images, text, and wraps that do not project from a motorized or non-motorized vehicle that solely advertise for the Mobile Food Vendor business are permitted.
 2. Ice Cream Trucks are only permitted signage that does not project from the vehicle and solely advertises for the associated business.
 3. Food Trucks are permitted two A-Frame signs.
 4. Food Carts are permitted one A-Frame sign.
 5. A-Frame signs shall not exceed four feet in height and twelve square feet of sign copy area and include weights to prevent movement due to windy conditions.
 6. Signs are not permitted in the public right of way.
 7. Signs that exceed three feet in height shall not be placed in either an intersection or driveway clear sight triangle.
 8. Off-premise signs are prohibited.
- G. Process
1. Ice Cream Truck: The following shall be submitted for review with the business license application.
 - a. Picture of the vehicle.
 2. Food Trucks: The following shall be submitted for review with the business license application.
 - a. A Permitted Use application including a site plan for each location.
 - b. Any proposed signage.
 - c. Letter of consent by hosting ~~businesses~~ property owner.
 - d. Proof of sanitation facilities or agreement with hosting business/property owner.
 3. Food Carts: The following shall be submitted for review with the business license application.
 - a. Site Plan for each location
 - b. Any proposed signage
 - c. Letter of consent from property owner and event coordinator

18.68.609 Home Occupations

A. Purpose.

The purpose of this section is to permit the establishment of home occupations in all zoning districts in a manner that is compatible with the district in which they are located, with minimal negative impacts to surrounding residential areas. Home occupations are intended to promote local and sustainable economic growth and development.

B. The ~~zoning administrator~~ **Community Development Director** or designee may grant a permit for a home occupation subject to the following conditions:

1. The home occupation shall be carried on offsite or entirely within a building onsite;
2. The business licensee must reside at the site that contains the business. Short-term rental occupants (those found in nightly rentals, hotels, motels, bed & breakfast, Air BnB, etc.), do not qualify for a license for a home occupation;
3. Signs used in conjunction with a home occupation shall not be illuminated and shall not exceed one sign that is no more than 2 square feet in area;
4. The home occupation shall not involve the use of any yard space or carport space for storage or other business related activities, unless specifically stored within a trailer or a building;
5. No commercial vehicles shall be used onsite in connection with the home occupation except passenger motor vehicles. This subsection does not prevent deliveries to the home by parcel or letter carrier mail service vehicles typically employed for residential deliveries. No deliveries by semi-tractor/trailer trucks are permitted in connection with a home occupation. Deliveries shall not be made to or from the site between the hours of 10:00 pm and 7:00 A.M.;
6. Each site is permitted to park on the premises one commercial vehicle that has a rated capacity not to exceed one ton and one trailer not exceeding a length of 27 feet, excluding the tongue, provided:
 - a. Materials and equipment shall not be stored outside of the vehicle/ trailer;
 - b. The vehicle/trailer shall not be parked upon the street right of way or between the street and home; and
 - c. The vehicle/trailer must be well maintained.
7. The home occupation shall be clearly incidental to the primary use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling or alter the residential character of the surrounding neighborhood;
8. The home occupation activity shall be conducted entirely within the home or an enclosed accessory building or garage. The total permissible square footage to be used for the home occupation shall not exceed twenty-five percent of the total ground floor square footage of the house, or one room, whichever is greater. Where an accessory building or garage is used, no more than twenty-five percent of the total ground floor square footage

of the house or six hundred square feet in area, whichever is less, shall be devoted to the home occupation;

9. The home occupation shall be registered with the proper licensing agencies or City and State departments;

10. ~~In the opinion of the zoning administrator, t~~The physical appearance, traffic and other activities incidental to the home occupation shall not be contrary to the objectives and characteristics of the zone in which the home occupation is located;

11. The home occupation shall not generate vehicular traffic or parking around the dwelling unit or other external evidence of the home occupation not normally associated with a residential use;

12. In connection with the operation of the home occupation, it shall not be permitted:

- a. to have exterior displays or a display of goods visible from the outside,
- b. to produce offensive noise (not to exceed fifty-five (55) decibels), vibration, fumes, smoke, gas, light, dust or other particulate matter, odor, heat, humidity, glare, magnetic or electrical interference or other objectionable impacts extending beyond the property line of the lot where the occupation is located,
- c. to involve more than three people (total of employees and clients) being at the home at any one time due to the home occupation, except those members of the family living in the home. An unlimited number of employees may be employed offsite; or
- d. to occupy on-street parking beyond the extent of the property's street frontage;

13. Home occupations involving visitations from pedestrian or vehicular traffic shall only be conducted between the hours of eight o'clock (8:00) A.M. and seven o'clock (7:00) P.M. 14. The following businesses, regardless of their conformance with the standards for Home Occupations, are prohibited:

- a. Auto repairs;
- b. Welding shops or machine shops;
- c. Large appliance/electronics or equipment repair or service (washers, dryers, refrigerators and other appliances or equipment that are too large to be carried in 1 individual's arms);
- d. Industrial assembly;
- e. Truck hauling;
- f. Kennels; and
- g. Stables.

18.68.610 Bed And Breakfast Homes And Boarding Houses, Lodging Houses, And Rooming Houses

A. Subject to the provisions contained herein, Bed And Breakfast Homes and Boarding Houses, Lodging Houses, And Rooming Houses shall be approved by the Planning Department as permitted uses as per the standards set for in this Section 18.108.034. B. When a Boarding Housing, Lodging Housing or Rooming Housing is permitted within a particular zone, the following standards shall apply:

1. Such facilities shall not shall not exceed eight guest rooms. 2. Each facility shall be modified to meet all building, zoning, fire, health and other applicable regulations. 3. Each facility must be and remain the primary residence of the owner. If employees may be hired in conjunction with the facility; however, the employees shall not be allowed to reside at the residence. A letter attesting that the owner(s) will occupy the said facility, except for bona fide temporary absences, shall be submitted to the Planning Department. 4. Parking shall be off the street, hard surfaced, and provided at a rate of one space per tenant plus two spaces for the residing owner(s). Off-street parking spaces may be provided in tandem. Off street parking shall not exceed 40% (forty percent) of any required setback area adjacent to a public street. 5. Construction and alterations of facilities shall not alter the residential character of the dwelling. 6. All facilities must collect and pay any applicable Transient Room Tax, Sales tax, and City Business License fees. 7. No more than one person may occupy any guest room within an approved facility. 8. High quality landscaping of the entire property is required. Solid fencing may be required to screen parking areas and utility areas. 9. All provided exterior lighting shall meet the requirements of Chapter 18.78 Lighting. 10. A site plan showing parking, buildings, landscaping and screening, building elevations and lighting shall be submitted to the Planning Department to illustrate compliance with this section.

C. When a Bed and Breakfast Inn is permitted within a particular zone, the following standards shall apply:

1. All facilities shall operate with a current city business license and collect Transient Room Taxes and Sales Taxes. 2. The number of guest rooms will be determined by the applicant's ability to provide acceptable parking and mitigate neighborhood impacts; however, no facility shall exceed ten (10) guestrooms. 3. Guest rooms are only available for overnight rental, with maximum continuous stay of fourteen nights. 4. No more than two persons may occupy any guest bedroom. 5. Food may only be served to residents, employees, lodgers, and guests of overnight lodgers. 6. Any retail use shall be incidental to the lodging use (i.e. gift shop) and shall not occupy more than twenty-five percent of the total floor area of the main floor and in no event more than three hundred square feet of floor area; 7. No cooking facilities are permitted in the guest bedrooms. A kitchenette with a small sink, small fridge, and microwave (no stove, oven, dishwasher) is permitted. However, a suite may have a separate kitchen that is not located within a bedroom. 8. An owner or manager shall live on the property, or there shall be 24 hour on-site management during guest rental nights. 9. Employees may be hired for cooking, cleaning, maintenance, and management of the Inn. 10. Alcoholic beverages shall not be sold or provided in a Bed and Breakfast. Guests may provide their own beverages, if desired. 11. Parking is required at the rate of at least one space per rented bedroom, plus two spaces for owner/manager. Off-street parking spaces may be provided in tandem. Parking is permitted to be off site or along the property's available street frontage. All on-street parking shall be built to adopted city road standards for either diagonal or parallel on-street parking. Off-street parking shall not exceed 40% (forty percent) of any required setback area adjacent to a public street. 12. High quality landscaping of the entire property is required. A landscaping plan shall be submitted to the city

planning department for review, comment, and approval. Solid fencing may be required to screen parking areas and utility areas. 13. All provided exterior lighting shall meet the requirements of Chapter 18.78 Lighting. 14. One identification sign may be placed on an ornamental wall or free standing monument sign, with said sign not exceeding 24 square feet in area. If illuminated, only hooded downward facing spot lighting is allowed. Free standing signs shall not exceed five (5) feet in height above natural grade. 15. Construction and alterations of facilities shall not alter the residential character of the dwelling. 16. A site plan showing parking, buildings, landscaping and screening, building elevations and lighting shall be submitted to the Planning Department to illustrate compliance with this section. 17. Bed & Breakfast Inns that are located within the R-1 Residential Zone shall front upon a Collector or Arterial Street as identified on the Heber City Transportation Plan, and shall be restricted to such Streets.

18.68.611 Accessory Dwelling Units (ADUs)

The zoning administrator **Community Development Director** may grant a permit for an Accessory Dwelling Unit subject to the following conditions:

- A. No more than one ADU may be permitted accompanying each Single Family Detached.
- B. Either the ADU or the principal residence shall be occupied by the owner of the property except for temporary bona fide absences.
- C. ADUs are permitted only in owner-occupied single-family dwellings or owner-occupied Single Family Detached.
- D. There shall be no external evidence of occupancy by more than one family. The ADU shall be clearly incidental to the primary use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling.
- E. Each unit shall have the same address as the main structure. Homes with an ADU may designate mail to its renters by Apartment Number, to wit, Apartment #1 or Apartment #2.
- F. A Single Family Detached with an ADU shall provide at least two (2) off-street parking spaces for the principal dwelling, and at least one (1) off-street parking space for the ADU.
 - 1. The required ADU off-street parking spaces are required to be hard surfaced with concrete or asphalt. 2. Garage or car port spaces do count as approved spaces. 3. Required ADU parking stalls may be located within a front, rear or side yard setback area, provided such placement does not displace required landscaping.
- G. A Single Family Detached with an ADU shall have one but no more than two (2) meters for each water, and gas service. Each meter shall be in the property owner's name. There shall only be one (1) electric meter per building.
- H. All construction and remodeling to accommodate the ADU shall be in accordance with both the International Residential and Building Codes, as amended, in effect at the time of construction or remodeling.
- I. Landscaping:
 - 1. The lot on which the ADU is located shall have a landscaped yard in accordance with Chapter 18.76.020. 2. The lot on which the ADU is located shall have street trees in accordance with Chapter 12.20.
- J. ADU size requirements are:
 - 1. Minimum size: no minimum size. 2. Maximum size: no maximum size for ADUs located within a main building; ADUs located within an accessory building shall not exceed 1,500 square feet and shall comply with Section 18.68.060.
- K. ADUs must include the following:
 - 1. A kitchen separate from the main dwelling. 2. Sanitation facilities (full bathroom) separate from the main dwelling.
- L. A person desiring an ADU shall:

Commented [MR2]: Discuss just permitting in R1 zone only - need council consensus

1. Obtain a Building Permit from the City and include the following in addition to standard submittal requirements for a permit:

a. Site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings or additions, dimensions from buildings or additions to property line, and the location of parking stalls, and utility meters. b. Include detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.

2. For ADUs that are rented, obtain a City business license. ADUs licensed within the City may be inspected annually as part of the business license renewal for compliance with building, fire, and health codes by any appropriate department of the City or other governmental agency to ensure compliance with building, fire and health and safety codes. No ADU shall be approved without all such required inspections and approval of the City Building Department. ADUs that were constructed legally previous to the adoption of this Code shall meet the building and safety codes required at the time of construction. No ADU business license shall be granted without providing evidence of a Certificate of Occupancy.

3. Record Notice of Compliance Agreement at time of building permit application and/or business licensure.

M. Prior Uses: No ADU existing prior to the enactment of this Section shall be "grandfathered", or considered legal solely because they were previously used as such.

N. Other Apartments Prohibited: There shall be no other type of accessory apartment allowed except as provided in this Section. Any portion of a home or dwelling unit that has been sectioned off so that any occupant in the dwelling does not have access to any portion of the home, and contains separate living quarters and/or a kitchen, regardless of the relationship of the occupants, shall be prohibited unless it meets all of the requirements and standards of this Section, and an application has been made pursuant to the requirements and conditions of this Section.

O. Decisions of the ~~zoning administrator~~ Community Development Director ~~not to issue a permit for~~ an ADU are appealable to the Appeal Authority.

P. The ownership of an ADU shall not be separated from a principal dwelling.

~~18.68.612 In-home Daycare /preschool standards~~ Child Daycare Facilities

A. Requirements

~~Before approval of an application for a Day-Care Facility or a Nursery School by the Zoning Administrator, the following requirements must be met:~~

- ~~1. All outdoor play areas must be enclosed by a fence of at least 5 feet if there are more than 6 children enrolled;~~
- ~~2. The facilities must be located on a thru street at least as wide as a secondary street as designated in the Heber City specification, which is 60 feet;~~
- ~~3. Nursery Schools in residential zones must meet all home-occupation requirements except the following:
18.108.020 M.3. which is: To involve no more than three people being at the home at any one time due to the home-occupation, except those members of the family living in the home, or as regulated by the State Department of Social Services, Division of Family Services, Family Day-Care Standards, November 1987. (Ord. 87-02 (part), Ord. 830998 SS1, 2, 1983.)~~
- ~~4. Nursery Schools in residential zones must meet the following requirements:
1. No more than ten (10) children (including children under the age of eight (8) who are members of the family housed at the Nursery School permanently);~~

2. Minimum requirements are based on the following formula:
Outside—minimum of 40 square feet of free space per child.
Inside—minimum of 30 square feet of free space per child.
 5. None of the play areas in an all residential zone can be within the defined front or side yard setback requirement space.
 6. R-1 Zone—Day Care Facilities are allowed but must comply with the home occupation requirements.
- B. Parking

Day Care/Nursery Facilities shall have one (1) parking space for each employee, plus one (1) loading, unloading space for every 20 people, or portion thereof enrolled. Loading space requirement may be eliminated if there is a circular driveway.

Child daycare shall be permitted pursuant to the following provisions:

- A. Nonregistered Home Daycare.
Nonregistered home daycare, limited to no more than six (6) children, excluding the provider's own children, is permitted in the home of the care provider as set forth in the Zoning District Chapters of this title and within legal conforming single-family, duplex, and multi-family dwellings within commercial and nonresidential districts. A business revenue license or home occupation permit approval shall not be required.
- B. Registered Home Daycare or Registered Home Preschool.
A registered home daycare or registered home preschool may be allowed as a conditional use Chapter 18.108. Registered home day cares shall be considered administrative conditional uses and be eligible for administrative approval under that section. The principal place of residence is only to be used to provide educational or daycare opportunities for children under age seven (7) in small groups. The group size at any given time shall not exceed eight (8), including the provider's own children under age seven (7). The applicant shall also obtain appropriate licensing where applicable from the State pursuant to the Utah Code.
 1. Permit Application: An application for a residential home daycare or preschool must be submitted to the Planning Director. As a part of the application, the applicant must submit the following documentation:
 - a. The number of children and employees; both total for the day and the expected maximum number to be on the premises at any given time;
 - b. The hours and days of operation; and
 - c. Proof of appropriate licensing from the State, where applicable, or basis upon which exemption therefrom is claimed.
 2. Additional Standard of Review: All residential home daycare or preschools shall be subject to the following specific standards:
 - a. The applicant resides at the home in which the business will be conducted;
 - b. At no time shall the applicant provide home daycare or home preschool services for a group of children exceeding the maximum specified for such facility;

c. The outdoor play area for the home daycare or home preschool shall be located in the rear or side yards of the home for the protection and safety of the children and for the protection of the neighborhood;

d. The use of the home for the services of providing childcare shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character of the home or the neighborhood;

e. The care and supervision of the children shall be conducted in a manner which is not a public nuisance to the neighborhood;

f. There shall be no advertising of such occupation, business or service, no window or other signs or displays;

g. No employees other than persons lawfully living in the dwelling;

h. Dwellings that front upon a culdesac are prohibited from operating such facilities;

i. Parking standards per Chapter 18.72 of this title;

j. No play or yard equipment located in the front yard; and

k. It is unlawful for any person to engage in a "registered home daycare or registered home preschool" as defined without first obtaining a license pursuant to the provisions of the Heber City code. Prior to issuance of said license, the criteria set forth in this title must be satisfied and all applicable fees shall be paid. All home occupation business licenses shall be valid for one year, and may be renewed annually, provided there have been no reported violations of the issued permit.

C. Commercial Child Daycare Center and/or Preschool Facility:

1. Conditional Use Standards: A Child Daycare Center and/or Preschool Facility providing care and maintenance to nine (9) or more children at any one time of any age separated from their parents or guardians is allowed as a conditional use pursuant to the provisions of Chapter 18.108 of this title.

18.68.613 Recreational Vehicle Courts

A. Intent Of Provisions

The intent of this chapter is to promulgate minimum regulations which are designed to facilitate the development of safe and sanitary accommodations for short-term occupants.

B. Permit And Plans Required

Any person wishing to construct a recreational vehicle court shall prepare a plan therefor and submit the same to the ~~planning and zoning administrator~~, Community Development Director. Before a permit can be issued for any construction connected with a recreational vehicle court, the plans must be approved as set forth in this chapter. No construction connected with said vehicle court shall be commenced until a valid permit has been obtained therefore.

C. Content Of Plan

The plan shall show the following information:

1. The topography represented by contours shown at no greater intervals than two feet when required by the ~~planning and zoning administrator;~~ Community Development Director;
2. The proposed street and recreational vehicle court layout;
3. Proposed reservations for parks, playgrounds and open spaces, if any;
4. Size and character of service and recreation buildings and other structures associated with land and facilities to be used by the recreational vehicle court occupants;
5. Proposed landscape planting plan, including type and location of plant material;
6. Location of existing and proposed utility lines and easements, water and sewer lines, fire hydrants and other improvements.

~~D. Standards And Requirements~~[MR10]

The development of any recreational vehicle court shall conform to the following standards and requirements:

1. ~~The area shall be in one ownership and shall remain in one ownership and the same shall not be subdivided thereafter.;~~
2. ~~The plan must be prepared by an engineer, land surveyor, architect or landscape architect licensed to practice in the state;~~
3. ~~Yard Lighting. A minimum of two-tenths footcandles of light shall be required for protective yard lighting the full length of all driveways and walkways;~~
4. ~~All roadways shall be hard surfaced;~~
5. ~~All recreational vehicle courts shall abut upon a collector or arterial street as set forth in the comprehensive plan of the city;~~
6. ~~No exit or entrance from a recreational vehicle court shall be through a residential zone;~~
7. ~~All one-way roadways shall be at least sixteen feet in width and all two-way roadways shall be at least twenty-four feet in width;~~
8. ~~All recreational vehicle spaces shall be located at least twenty feet back from the right-of-way line of any public street and the resulting setback space must be landscaped with lawn and trees or shrubs as approved by the planning and zoning administrator except over-permitted driveways;~~
9. ~~All areas within the court which are not occupied by buildings or hardsurfacing shall be landscaped and maintained with lawn, trees and shrubs designed to provide privacy and noise containment, and shall be equipped with adequate sprinkling devices as determined by the planning and zoning administrator;~~
10. ~~Each recreational vehicle space shall be at least twenty feet in width and at least forty feet in length;~~
11. ~~All recreational vehicles shall be served by a water system, a sewage disposal system and solid waste disposal facilities which have been approved by the State Health Department;~~
12. ~~All recreational vehicle courts shall be maintained in a tidy and sanitary condition, free at all times from debris, trash and deleterious objects and structures;~~
13. ~~Prerequisite to the occupancy of any recreational vehicle court shall be the obtaining of an annual license, which shall be issued only after inspection by the planning and zoning administrator. It shall be unlawful to operate a recreational vehicle court without first obtaining a license, and said license shall be refused or revoked upon~~

failure of the owner and/or operator to maintain the park in accordance with the standards and requirements as set forth in this section;

14. In addition to meeting the requirements of this section, all recreational vehicle courts shall also conform to the requirements set forth in the Code of Camp, Trailer Court, Hotel, Motel and Resort Sanitation Regulations, as adopted by the Utah State Board of Health.

18.68.614 Reasonable Accommodation Provisions

A. Applicability.

Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations of Heber City or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.

An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment. A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulations of Heber City acts as a barrier to fair housing opportunities.

B. Requesting Reasonable Accommodation.

In order to make housing available to an individual with a disability, any eligible person as defined in Section A may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures. Requests for reasonable accommodation shall be in writing and provide the following information:

- (1) Name and address of the individual(s) requesting reasonable accommodation.
- (2) Name and address of the property owner(s).
- (3) Address of the property for which accommodation is requested.
- (4) Description of the requested accommodation and the regulation(s), policy or procedure for which accommodation is sought; and
- (5) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.

C. Request for accommodation.

A request for reasonable accommodation in regulations of Heber City may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation. If an individual needs assistance in making the request for reasonable accommodation, the City will provide assistance to ensure that the process is accessible.

D. Reviewing Authority.

Requests for reasonable accommodation shall be reviewed by the Community Development Director using the criteria set forth in Section E. The Community Development Director shall issue a written decision on a request for reasonable

accommodation within thirty (30) days of the date of the application and may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in Section

E. If necessary to reach a determination on the request for reasonable accommodation, the Community Development Director may request further information from the applicant consistent with fair housing laws, specifying in detail the information that is required. If a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.

E. Required Findings.

The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with Federal and State fair housing laws and based on the following factors:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;
2. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;
3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction and;
4. Whether the requested accommodation would require a fundamental alteration in the nature of Heber City's land use and zoning or building ordinances.

F. Written Decision on the Request for Reasonable Accommodation.

The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Community Development Director's findings on the criteria set forth in Section E. All written decisions shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process. The notice of decision shall be sent to the applicant by certified mail. The written decision of the Community Development Director shall be final unless an applicant appeals to the Appeal Authority. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

Proposition 9

“EMS Sales Tax”



HB 392 – RURAL COUNTY HEALTH CARE FACILITIES TAX AMENDMENTS

- **General Description:**

- This bill modifies provisions related to the rural county health care facilities tax.

- **Highlighted Provisions:**

- This bill defines terms;
- And clarifies that a third, fourth, fifth, or sixth class county may use revenue from a rural county health care facilities tax to fund rural emergency medical services;

- **Administrative charge:**

- A county legislative body of a county of the third, fourth, fifth, or sixth class, may impose a sales and use tax of up to 1% on the transactions described in Subsection 59-12-103 of Utah State Code, located within the county.



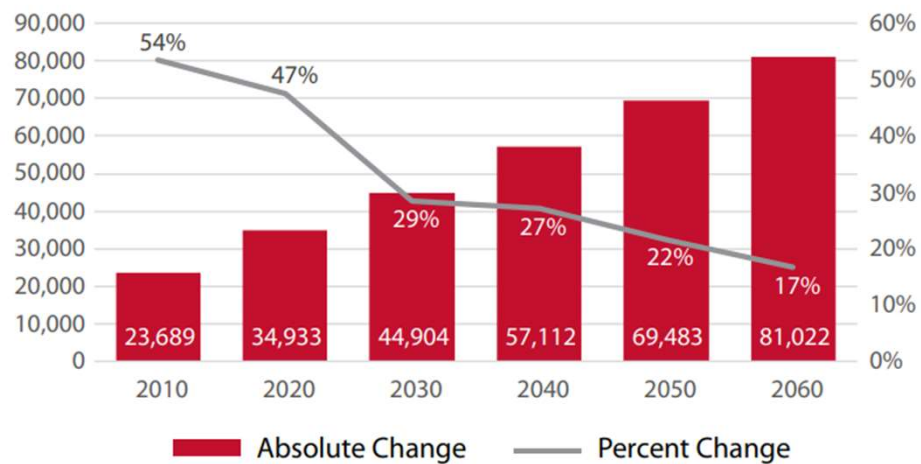
What is Prop 9?

An upcoming 2023 Proposition that asks,

“Shall Wasatch County, Utah be authorized to impose a 0.5% sales and use tax for the purpose of funding emergency medical services in Wasatch County.



Historic and Projected Growth in Wasatch County



Source: Kem C. Gardner Policy Institute, 2020-2060 Projections

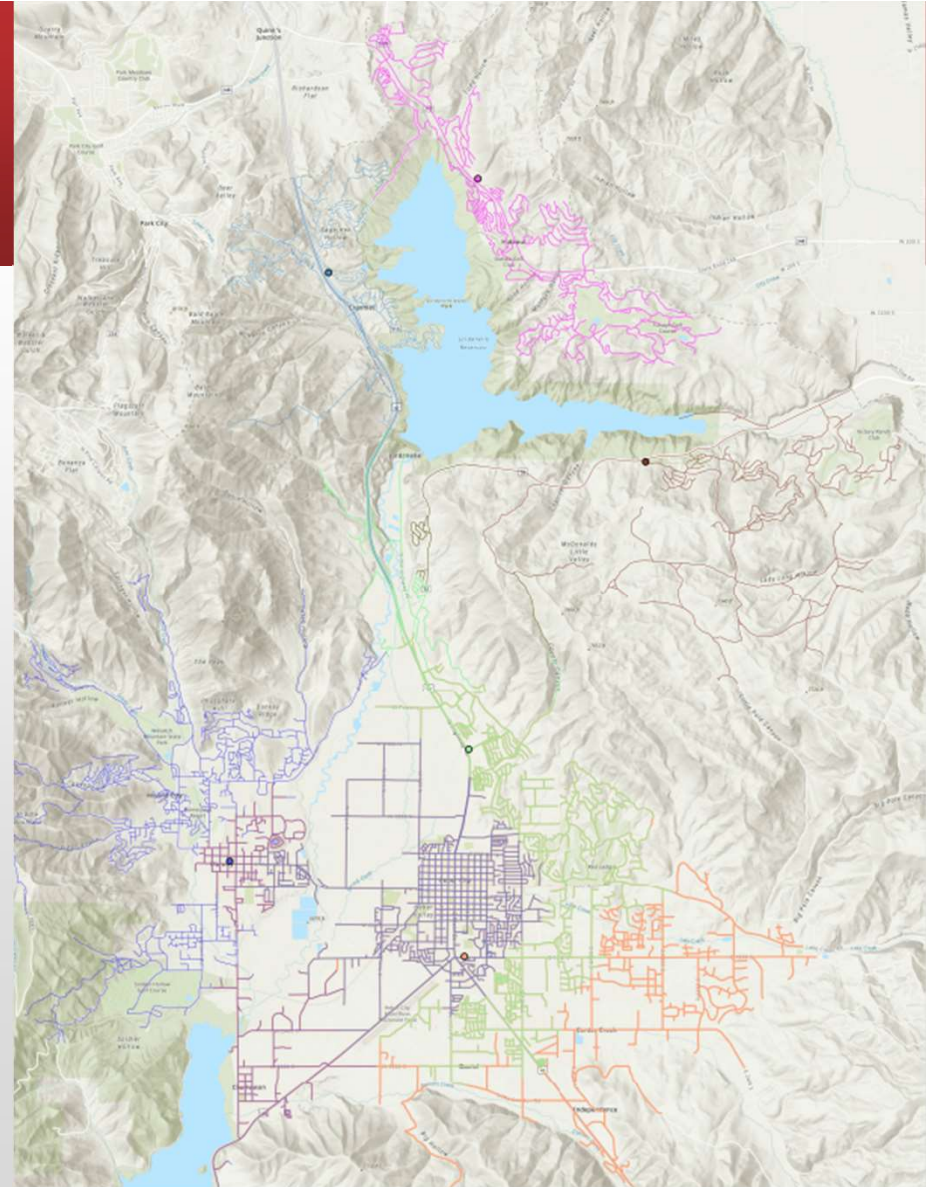


Growth

Between 2010 and 2020, Wasatch County grew by 11,258 residents. At nearly 50%, Wasatch County was the fastest growing county in Utah this decade.

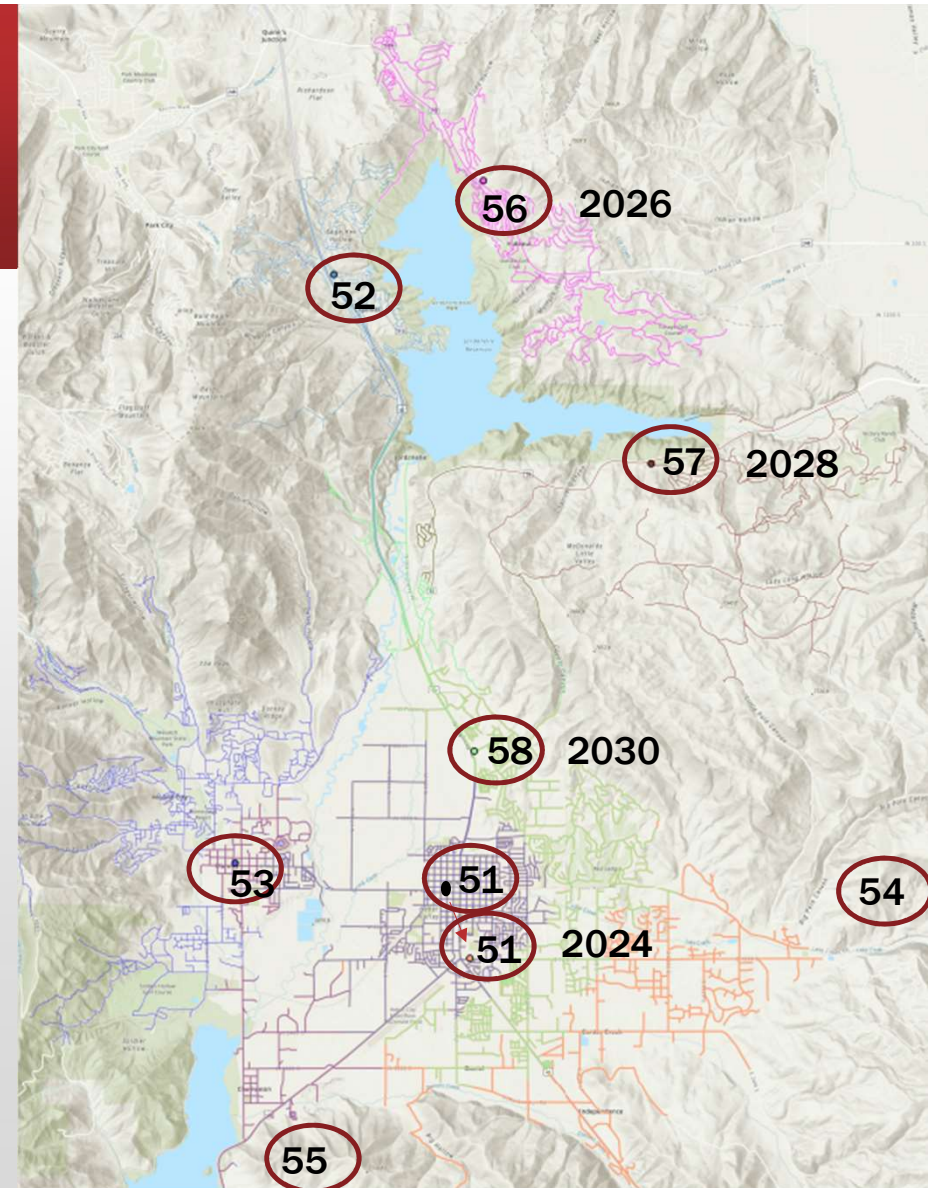
How is Fire and EMS currently funded?

- Property Tax – 80% of operating budget
- Impact fees (2019) – Specific Capital Projects
- Fees for Service
 - Ambulance Transport
 - Fire Plan Review, Permit and Inspection Fees
- Grants
 - Limited
 - Not Sustainable



Strategic Plan – Looking to the future

- Facilities
 - Strategic Located
- Staffing
 - Increased availability
 - Inline with national standards
- Equipment
 - Better equipped
 - Adequately staffed
- Decreased Response Times
- ISO / Property Insurance



Who pays the EMS Sales Tax?

- Purchases made by residents, tourist, visitors and non-residents.
- This is a shift from the burden currently assessed to property owners.
- This will allow us to capitalize on the economic benefit that Tourism will bring to our area.
- It is estimated that at **50 %** of the sales tax revenue would come from non-county residents.



How much money would an EMS tax generate?



- The 5/10 of 1% will generate approximately \$5,200,000.00 in the first year. It is anticipated the revenue would grow over time as the population and tourism increase throughout the County.

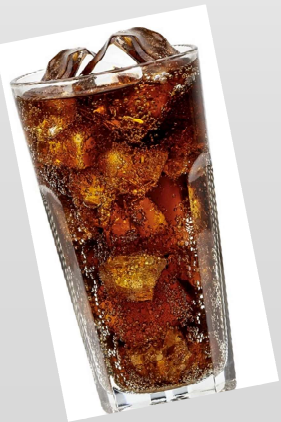
What about property taxes?



- The Fire District will continue to collect property taxes, as this tax applies to EMS Services.
- However, since 70% to 80 % of the services provided by the Fire District are EMS related, it's anticipated this tax revenue will significantly reduce the need for the Fire District to increase property tax in the foreseeable future.

What does this mean to me and my budget?

- Every family is different but the best way to calculate it is to take a purchase of \$10 and add 5 cents to it.
- Favorite Beverage - \$2.50
 - Increase cost of \$0.01



Sales Tax Comparisons

Location	Combined Sales Tax -Current	Rural Hospital (EMS)	Proposed Adjusted
Wasatch Co	6.45%	.5%	6.95%
Heber	6.75%	.5%	7.25%
Independence	7.55%	.5%	8.05%
Midway	7.85%	.5%	8.35%
Park City East	8.35%	.5%	8.85%
MIDA – All	7.55%	.5%	8.05%
Summit Co	7.15%	TBD	7.15%
Park City	9.05%	TBD	9.05%
Snyderville Bas.	7.45%	TBD	7.45%
Utah County	7.15%	N/A	7.15%
Provo / Orem	7.25%	N/A	7.25%
Salt Lake Co	7.25%	N/A	7.25%



Goal – Proposition 9 – EMS Sales Tax

Decrease	Decrease financial burden primarily on local property owners.
Offset	Offset costs to providing EMS service – Share burden with Non-residents, Visitors and Guest of Wasatch County
Enhance	Enhance availability of adequate resources to provide service to community
Promote	Promote a well prepared and safe community.



Questions

- **Contact Information**
 - **Eric Hales – Fire Chief**
 - **Email – eric@wasatchfire.org**
 - **Phone – 435-940-9636 Office
435-640-7110 Mobile**



RESOLUTION NO. 2023-18

**A RESOLUTION OF A STATEMENT OF SUPPORT FOR PROPOSITION #9 EMS
SALES TAX**

WHEREAS, Heber City has citizens who are serviced by Wasatch County Fire Special Service District; and;

WHEREAS, the proposed Sales Tax would ensure high-quality services would continue to be provided to all residents and visitors; and,

WHEREAS, the funds generated would capture economic benefits of activity within Wasatch County for EMS services without the need for increased property taxes;

NOW, THEREFORE, IT IS HEREBY RESOLVED by Heber City as follows:

Heber City supports of ballot propositions #9 for the imposition of an emergency medical services sales tax in Wasatch County.

APPROVED and **PASSED** this _____ day of _____, 2023

	AYE	NAY	ABSENT	ABSTAIN
Yvonne M. Barney	_____	_____	_____	_____
Mike Johnston	_____	_____	_____	_____
Rachel Kahler	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

WASATCH COUNTY FIRE / EMS



1 April 2019

Strategic Plan 2019 - 2024

This document contains the information and data to
support a strategic plan beginning April 1, 2019

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Wasatch County Fire / EMS

Strategic Plan 2019 - 2024

Message from the chief



Planning for the future in Wasatch County has many factors to consider as growth seems to be exponential in scope. Large tracks of residential developments along with commercial properties are being constructed without any projected slowdown in sight. Vehicle traffic through Heber City Main Street has impacted access to the business district and it goes without saying the number of significant injury accidents has increased. Although plans are in place to create a bypass route around the center of population the continued dangers and challenges of heavy traffic has given cause for concern.

Traditionally, Wasatch County Fire District relied on a strong core of volunteer responders to provide the coverage needed for a fire, EMS or hazardous calls throughout the our community but with today's complex standards placed on responders which includes OSHA, National Fire Protection Agency (NFPA) and other state and federal regulations it is getting much harder to find and retain these members to support the need. With literally a minimum of 240 hours of basic fire and EMS training hours required just to allow a person to respond, we must now, more than ever, answer the question of, "how do we recruit, hire, promote, train and retain personnel to meet the minimum level of competency needed to meet the growing demand.

As the chief of this great community, I feel it necessary to move aggressively towards building a district that can meet the need by building a larger full-time, career department while augmenting it with volunteers, part-time or paid call back personnel until higher levels and numbers of full-time staffing can be met. It is a primary goal of mine to look at the current staffing requirements and consider alternatives that may be somewhat different than in past years. This means transitioning from some traditional hiring methods to implementing a more robust hiring and promotional process that is broader in scope and reaches out to other areas and departments of similar size to find the "best practice" in recruiting and hiring and promoting new personnel. It is my intent to implement a well-crafted hiring and promotional process that foundationally captures the depth of the mission, vision and values of the Wasatch County Fire Protection District.

In conclusion, Wasatch County Fire Protection District has both an opportunity and a responsibility to increase its response capability to meet the growing demands. There is no reason that we will accept our current response capability as just standard. It is my personal vision to set the bar much higher and work proactively to build a strong response for fire, EMS, or any of the "all hazards" incidents along with building a stronger community coalition when it comes to planning, preparedness and hazard prevention.

Mission, Vision and Values Statement

In January of 2019, district leadership convened several meetings to review, analyze and update their mission, vision and values. It was recognized in 2018 that the district can increase the efficiency of management by creating stronger mission, vision and value statements. Once developed the new statements will serve as the foundation for all members of the district to follow. The end-state for such statements can assist leaders in building more efficient management principles.

In February 2019 fire district leadership released the new mission, vision and value statements. Wasatch County Fire District is proud to share the updated statements in this strategic plan.

Mission Statement - The Wasatch County Fire District is committed to creating a safer community through prevention, preparedness, and effective emergency response.

Vision Statement - Wasatch County Fire District is dedicated to meeting the ever-changing needs of our community, while ensuring a safe environment to develop professionalism and unity in teamwork.

Our Values - Members of Wasatch County Fire District are:

- Prepared for Duty
- Serving with Honor
- Responding with Compassion
- Committed to Professional Excellence

Our Principles:

- **Prepared for Duty** – Means that our members will do everything possible to ensure that our “service” organization is at an optimum state of readiness when called upon and will respond at a moment’s notice. Our team will be properly trained, equipped, supported and focused on safe, immediate response, and services.
- **Serving with Honor** – This relates as to how we do business. We are an organization of honorable people in an honorable profession. Our community can be assured that the Wasatch County Fire District is a trusted and reliable team dedicated to “doing the right thing” it is how we communicate, and it is how we relate with others in and outside our organization.
- **Responding with Compassion** – Our Department provides people-oriented services, focused on helping those in need, in a caring, compassionate and professional manner.
- **Committed to Professional Excellence** – At the Wasatch County Fire District, we provide our members with the means, skills and education to provide outstanding professional services. Our leaders and professional staff will do whatever is necessary to attain and provide exemplary services for the citizens and visitors of Wasatch County.

Strategic Planning

In the late fall of 2018, a Master Plan was completed by Emergency Services Consulting International (ESCI). The plan was prepared by experts in the field of fire / EMS services. Based upon a “needs assessment” the master plan was prepared following several months of research into the status of Wasatch County Fire Protection District. For clarity, will be referred to, hence forth, as “Wasatch County Fire / EMS”. The master plan looked at all facets of management from the current organizational structure to capital needs and improvements, staffing, training, response configurations, growth, future needs, and recommended improvements and changes. A key recommendation in the master plan was the need to create a strategic plan. The strategic plan will address several core management categories that can help management monitor progress on goals with measurable results. This has been written to work within various time frames. It is important to note that the master plan suggests the strategic plan, with its listed strategies and goals, to be based upon short-term strategies (6-12 months), mid-term strategies (12-24 months) and long-term strategies (24 months or longer). However; It must be understood that strategies can change based upon time, financial limitations, change in personnel and management philosophy, change in cultural and environmental challenges and other unforeseen factors. Therefore, consideration is given to factors that affect the success of completing each strategic goal and respect is given to the following:

- 1) Recommendations from ESCI
- 2) Financial projections, future growth, etc. LEWIS YOUNG ROBERTSON & BURNINGHAM, INC (LYRB)
- 3) WCFPD Board of Chiefs
- 4) Input from the WCFPD Advisory Board
- 5) Wasatch County Fire Board

Every attempt has been made to construct realistic, time bound strategies. It is however; the districts propagative to change the timeline based other emerging factors. This strategic plan will be considered a living, working document.

Strategic Goal #1: Complete Financial Assessment / Impact Fee Study

Source	Timeline	Title, Task, Description
WCFB, Chief Giles	0 – 6 Months	- LYRB consultant group will complete the work as requested by Chief Giles. Completion in April 2019. - The completed financial analysis will be applied to the strategy in completion of all goals and objectives. - Specific recommendations from LYRB regarding funding will help guide decision making with Wasatch County Fire / EMS.
Narrative: Following the development of the ESCI Master Plan / Needs Assessment, it was realized that a thorough financial evaluation of how the district receives funding along with projected calculations for cost of doing business and application to future growth was needed. Impact fees, and other sources of revenue to the district must be balanced in order to sustain a predictable need and to support growth. Some of the current funding is not as manageable or dependable as desired. Therefore, it limits the district in meeting the most urgent needs of capital improvements, most desirable, fire stations. Clarifying the impact fee structure as it is applied to public safety may help administrators “catch up” on capital improvements that are so desperately needed.		
Project Leads: Fire Chief / EMS Director		
Estimated Operating Cost: None. This cost was budgeted and included in the need’s assessment study.		

Strategic Goal #2: WCFD / WCFDEMS Merger

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost ESCI Master Plan	6-24 Months	- Secure EMS licenser listing WCFPD as the name on the license to Wasatch County Fire / EMS. - Clarify funding through written agreements between Wasatch County governing body and Wasatch County Fire Protection District. - Complete steps to formally merge as Fire / EMS for Wasatch County.
Narrative: From a functional perspective, WCFD and WCEMS are currently operating as one organization. Ambulances are deployed from each of the fire stations and firefighters provide much of the staffing on those ambulances. Training, uniforms, support and responses are the norm in day to day operations when dispatched to the “all hazard” call. Off duty personnel are filling EMS shifts along with volunteers and the normal shift staffing numbers. A strategy to complete all formal merging and to officially register Wasatch County Fire / EMS as the license holder to all EMS within the county can help assure that proper management and services are a priority. Immediate action for a formal merger is in progress and listed as a very high priority.		
Project Leads: Fire Chief / EMS Director		
Estimated Operating Cost: \$900,000		

Strategic Goal #3: Capital Facilities Plan – 1		
Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost	12-36 Months	- Heber City Fire Station #1 upgrade project. - Include projected costs and timelines for completing this project. - Consult with an engineering firm to see if the current Heber City Station can be rebuilt at current site.
Narrative: The ESCI study revealed an urgent need to rebuild the Heber City Station. In this goal and stated timeline, the achievement will be to complete a detailed action plan along with projected costs to upgrade or reconstruct the station to include: 4 apparatus bays, Officer and firefighter quarters to house up to 10 full-time staff, restrooms to include showers, lockers, a day room, full kitchen, PPE / equipment decontamination separated storage area, conference/community training room, training facilities and administrative office space. Strong consideration will be given to finding out if it is feasible to acquire all of the property located at 80 West and 100 South which includes the current HL&P structure. If acquired, this would provide enough property to construct the station to meet the needs as listed above. See Exhibit A		
Project Leads: Fire Chief/EMS Director/BC's		
Estimated Operating Cost: \$50,000		
Estimated Capital Expense: \$3,000,000		

Strategic Goal #4: Fire Training Tower		
Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost	24-48 Months	- Develop a plot and construction plan for a 3-story training tower in Heber. - The training tower can provide fire, EMS and Hazmat training opportunities to meet NFPA required training.
Narrative: A training tower would allow us to earn 35 ISO Points. This is significant as reducing the ISO rating will have a marked positive impact on individual and commercial insurance costs. ESCI noted in their study that Wasatch County Fire / EMS does not have close access to a training site. The training tower also provides a place to conduct community awareness educational demonstrations, firefighter certification testing, scenario-based training with multi-response including law enforcement, hazmat operations, fire investigation origin & cause training and EMS scene triage and management.		
Project Leads: Fire Chief/Training Officer/Battalion Chiefs		
Estimated Capital Expense Cost: \$1,000,000		

Strategic Goal #5: Capital Facilities Plan – 2		
Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost	36-60 Months	- Complete a second station in the Jordanelle Basin. - Keep well supplied and serviceable quick response apparatus available at all times.
Narrative: Following the planning phase, the work to build a new Jordanelle 2 station begins. The measurable objective will be to complete all upgrades by month 60. Of particular note is that aggressive construction of commercial and residential units within the Jordanelle Basin is well under way. If this goal is made proactive then those expecting a higher level of service will be met.		
Note about the operating costs: If this goal is approved a separate category for the operating costs will be added for this additional station in the Jordanelle Basin. This goal includes a crew of 4 full time firefighters. 1ea. Type I Engine, 1 ea. Type III brush truck and 1ea. Type 1 ambulance. See exhibit A & B.		
Project Leads: Fire Chief/BC's		
Estimated Operating Cost: \$1,020,000		
Estimated Capital Expense Cost: \$4,150,000		

Strategic Goal #6: Capital Facilities Plan - 3		
Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost	36-60 Months	- Develop a plot and construction plans for 2 additional Heber Stations. - Through GIS mapping models, identify 2 additional property sites to where the new Heber City Stations can be built.
Narrative: The need for additional stations in Heber as per the ISO rating structure will again provide a positive impact and meet the demands for the community. Each station will include: 3 Apparatus bays, Officers quarters and firefighter quarters to support a full-time staff of 6 personnel, restrooms to include showers, lockers, day room, kitchen, PPE and equipment decontamination separated storage area, at least conference/community room and administrative office space. See exhibit A & B.		
Project Leads: Fire Chief / BC's		
Estimated Operating Cost: \$2,040,000		
Estimated Capital Expense Cost: \$8,300,000		

Strategic Goal #7: Increase Fire Prevention Inspection Program

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost Command Staff	0-18 Months	- Utilize recommendations in the Master Plan and develop a fire inspection program that includes pre-incident planning, target hazard identification and increased routine inspections in all fire station districts. - Develop a basic fire investigations process and procedure within 18 months, including increasing the certification level and assignment of a dedicated origin and cause team. - Increase routine inspections by 25% within 12 months. - Develop pre-incident plans for target hazards. Each shift will complete 1 ea. Target hazard pre-plan per 48 shift.
Narrative: Although Wasatch County Fire / EMS conducts routine fire inspections it is a goal to add components to the inspection program that improves the likelihood of success in fire prevention and minimizing the size of the fire by 1) increasing fire fighter knowledge of any given structure, 2) increasing knowledge of occupancy types and occupants, 3) adding increased response levels based upon pre-planning actions, 4) develop procedures for fire investigations by deploying trained staffing to determine area and point of origin, control the environment and use a tiered system in requesting additional layers of support from state and federal response, and 5) by developing an electronic file system that contains a standard pre-incident form to capture critical occupancy data, fire code violations, after hours emergency contacts, water supply, construction type, number of occupants, on-site hazardous products, etc.		
Project Leads: Fire Marshal / Fire Warden / Training Officer		
Estimated Operating Cost: Imbedded in staffing budgets. Does not require new expense category.		

Strategic Goal #8: Increase Full Time Staffing at Heber and Jordanelle Stations

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost Command Staff	0 – 18 Months	• Increase staffing at the Heber Station*** to include 3 FF's to staff 1 Type I Engine 24/7. • Maintain staffing at the Heber Station on 1 – ALS/EMS Ambulance 24/7. • Increase staffing at the Jordanelle Station to include 3 FF's to staff the Quint 24/7. • Increase staffing at the Jordanelle Station to include 2 FF's on the Hazardous Materials Response Unit 24/7. • Increase staffing at the Jordanelle Station on 1 – ALS/EMS Ambulance 24/7.
Narrative: ***Currently, the Midway Station is used to augment the 24/7 response that covers the Heber area. Upgrading the Heber Station or by completing a rebuild should stay as a priority for the strategic plan. Once the Heber Station is upgraded or rebuilt then the 24/7 response will move back to Heber. The overarching goal of this strategy is to build a larger 1st response capability in 2 ea. Key locations. Due to the increased “all hazards” call volume, increased staffing will enhance life safety and fire loss by placing more FF's/EMT's at the scene faster.		
Project Leads: Fire Chief		
Estimated Operating Cost: \$500,000		

Strategic Goal #9: Increase the Scope of Training

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost Command Staff	6 – 12 Months	- Develop a training schedule that includes a minimum of 4 hours per 48-hour shift for on-duty crews. This will be at the company officer level. 4 hours per month for Volunteers and Part Time personnel. - Conduct a minimum of 1 supervised or multi-company drill every other month for fire / hazmat evolutions. - Conduct a minimum of 1 supervised or multi-company EMS / MCI drill every other month. - Increase EMS Continuing Medical Education (CME) to a minimum of 20 hours per month for all EMS certified personnel.
Narrative: Wasatch County Fire / EMS has been active in participating and leading the routine training and education events. However; as per the Master Plan and further discussion, it is imperative that the number of training hours be increased in all categories specifically to “all hazards” and EMS. The increase must include an electronic file and documentation folder that specifies training topics, procedural training, and individual training records, multi-company evolution-based training along with Incident Command training. As the district grows so does the need to increase the response capability. Guiding documents found at the national level can help provide consistency and a standard approach in order to map and measure the response capability by increasing the minimum number of training hours at all levels within the district. Following the NFPA requirements, National Planning Scenarios, Universal Task List (UTL), and Targets Capabilities programs Wasatch County Fire / EMS can increase the capability to meet the needs of the growing community.		
Project Leads: Training Officer		
Estimated Operating Cost: Imbedded within current operating budgets.		

Strategic Goal #10: Identify a District Fleet Replacement Plan

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost Command Staff	0-60 Months	- Explore options of apparatus purchase vs. leasing - Identify a replacement plan that is based upon criteria defined within the master plan or nationally recommended guidelines.
Narrative: A strong working fleet of vehicles is critical in order to meet the demands of day to day response. Having a written, contracted, funded vehicle replacement must be considered a priority in current and future planning at Wasatch County Fire / EMS. With a plan in place, funding is more predictable and measurable. The challenge is always funding. During the exploration of developing a fleet replacement plan options could include additional grants, private source sponsorship and a fleet leasing program. See exhibit B		
Project Leads: Fire Chief /BC's		
Estimated Operating Cost: \$9,714,747		

Strategic Goal #11: Build and Support a Community Preparedness Program

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost Command Staff	18 - 24 Months	• Develop community preparedness action plan. • Define boundaries (Wasatch County broken up into segments via city, town or • Define the preparedness actions from FEMA recommended checklists and standards. • Define an operational procedure along with calendars, timelines and with results-based matrixes. • Assign members to lead the community by conducting hands – on training, exercises, and assisting in the guidance of improving defendable space at key locations throughout the county.
Narrative: In order for the community to be better prepared to deal with fire, hazardous materials, medical, wild fires, urban interface, and all other emergencies it is vital that Wasatch County Fire / EMS engage in a proactive program that plans, prepares and conducts a community wide emergency preparedness program. This program should be inclusive and in concert with the Wasatch County Office of Emergency Management. To design and build the program some of the items below must be considered. 1) Clearly define response districts that have an assigned leader from Wasatch County Fire / EMS to serve as a liaison to all community groups within that geographical boundary. 2) District leaders will assign community liaisons and team leaders to maintain a span of control. This will help in organizing training classes, community action programs, sharing information. 3) The list of classes and training courses should mirror the national standard on community preparedness. 4) Communications, regular planning meetings and actions items must be spelled out in detail. 5) All Wasatch County Fire / EMS assigned to lead the community preparedness teams must be experienced in at the team management level or higher.		
Project Leads: Training Officer		
Estimated Operating Cost: Imbedded within operating budget.		

Strategic Goal #12: Provide Coverage to NE Quadrant of Wasatch County

Source	Timeline	Title, Task, Description
WCFB, Chief Giles WCEMS, Clair Provost Command Staff	36 – 60 Months	• Acquire site to construct Wasatch County Fire / EMS Station • Construct Station with 3 Bays, full-time facility with public meeting room, kitchen, exercise room, training/day room. • Initial staffing of 3 full time personnel. • Maintain 1 ea. Type IV Engine, 1 ea. Type I Engine / Quint and 1 ea. Type I ALS Ambulance
Narrative: The entire north east quadrant (location on HWY 248) of Wasatch County is increasing in density of residential single and multi-occupancy dwellings. Response times of less than 15 minutes is nearly impossible. As both residential and commercial density increase in this area it is vital to provide coverage ASAP. See exhibit A & B.		
Project Leads: Fire Chief/ BC's /Fireboard		
Estimated Operating Cost: \$5,170,000		

Accomplishments and Accountability

With the strategic plan in place, it becomes the responsibility of the chief and those assigned to track progress through written documentation. The information must be detailed and tracked in order to measure success. It is vital that through regularly scheduled staff meetings, strategic plan items are discussed. The discussion will contain a review, and accomplishments. Progress reports may be provided to the Wasatch County Fire Board as requested. Using the table below this can be a method to capture key accomplishments from those assigned. It is highly recommended that all assigned to specific areas of the strategic plan to keep an individual activity log and to retain back up documentation. The Administrative assistant must gather data from all sources monthly and combined into a master, version control report.

Goal #	Goal Achieved Y/N	Goal Completion Date
Goal 1		
Goal 2		
Goal 3		
Goal 4		
Goal 5		
Goal 6		
Goal 7		
Goal 8		
Goal 9		
Goal 10		
Goal 11		
Goal 12		
Goal 13 (Open)		

Performance Goals

Based upon recommended response changes listed in the Master Plan and charts from national consensus standards found in the National Fire Protection Agency (NFPA 1710), Center for Public Safety Excellence (CPSE) and Center for Fire Accreditation (CFAI) the below matrix is used as method to mark measurement against established response performance improvements. Response performance goals must be realistic based upon the type of resources available, time of day, time of year (winter vs. summer), level of training and capability of the responder, dispatch system and operational tempo of the response agency. The below entries should meet or exceed the recommendations from the master plan as it provides a list of clearly identified areas based upon the research conducted. The risk scores of High, Medium, and Low as per the master plan are used to help planners focus on a separate response goal.

GOAL: Reduce dispatch and response time in High Risks** (HR) and Moderate Risk (MR) areas of 1) Heber City and 2) Midway City for EMS calls specific to C, D, coded dispatch within 6 -12 months. ** As defined by the Fire Marshall and EMS Director. Risk classifications are based upon fire code classifications, occupancy type, construction and built in fire protections systems, state and federal medical triage guidelines and state EMS district protocols.	Target Missed	Target Attained	
TARGET			RESPONSIBLE DIVISION / SECTION
Call processing: 2 minutes or less for 80% of all emergency calls for ambulance transport.	☐	☐	WC Dispatch
Turnout time: 2 minutes or less for 80% of all EMS calls in HR and MR areas.	☐	☐	EMS Division
Response time (includes turnout time and travel time): Less than 6 minutes for 85% of all emergency calls in HR and MR areas.	☐	☐	EMS Division
Increase the detail in medical record documentation for future charting, graphing and training.	☐	☐	EMS Division

GOAL: Reduce dispatch and response time to HR and MR areas of 1) Heber City and 2) Midway City for all A, B and Unknown Medical coded EMS calls within 6 -12 months. First report will be completed at the 12-month mark.	Target Missed	Target Attained	
TARGET			RESPONSIBLE DIVISION / SECTION
Call processing: 2 minutes or less for 80% of all emergency calls for ambulance transport.	☐	☐	WC Dispatch
Turnout time: 2 minutes or less for 80% of all EMS calls in HR and MR areas.	☐	☐	EMS Division
Response time (includes turnout time and travel time): Less than 9 minutes for 85% of all emergency calls in HR and MR areas.	☐	☐	EMS Division

GOAL: Reduce total response time (includes dispatch, turnout and travel time) to all reported structure fires or wildland fires at the interface within the HR and MR areas of 1) Heber City, 2) Midway City and 3) Jordanelle District. Measurement will be on-going but not to exceed 12 months for first report. NOTE: Response is based upon pre-arrival indicators that a working incident is imminent.	Target Missed	Target Attained	
TARGET			RESPONSIBLE DIVISION / SECTION
High density areas residential, target occupancy within Heber and Midway with 11 personnel < 10 Minutes 95% of the time.	☐	☐	Fire Division
High density areas residential, target occupancy within Heber and Midway with second due of 10 personnel <15 minutes 95% of the time.	☐	☐	Fire Division
First due in Jordanelle District with 5 personnel <12 minutes and second due personnel with 5 < 15 minutes 95% of time.	☐	☐	Fire Division
Third due in Jordanelle District with additional 10 personnel <20 minutes 95% of the time.	☐	☐	Fire Division
Develop separate measurement matrix that is kept in addition to state NFIRS at the administrative level to track response time.	☐	☐	Administrative

GOAL: Reduce total response time (includes dispatch, turnout and travel time) to all automatic fire alarm systems within the HR and MR areas of 1) Heber City and 2) Midway City. This section includes all remaining Low Risk (LR) areas within Wasatch County. Measurement will be on-going but not to exceed 12 months for first report. NOTE: Automatic alarm drop without other supporting pre-arrival information upon the time of dispatch.	Target Missed	Target Attained	
TARGET			RESPONSIBLE DIVISION / SECTION
High density areas residential, target occupancy within Heber and Midway with first due at 5 personnel < 10 Minutes.	☐	☐	Fire Division
First due in Jordanelle District with 5 personnel <12 minutes.	☐	☐	Fire Division
First due in all remaining areas of Wasatch County is 5 personnel <15 minutes.	☐	☐	Fire Division
Open	☐	☐	Fire Division

GOAL: Reduce total response time (includes dispatch, turnout and travel time) to all automatic fire alarm systems within the HR and MR areas of 1) Heber City and 2) Midway City. Measurement will be on-going but not to exceed 12 months. NOTE: Automatic alarm drop without other supporting pre-arrival information upon the time of dispatch.	Target Missed	Target Attained	
TARGET			RESPONSIBLE DIVISION / SECTION
High density areas residential, target occupancy within Heber and Midway with first due at 5 personnel < 10 Minutes.	☐	☐	Fire Division
First due in Jordanelle District with 5 personnel <12 minutes.	☐	☐	Fire Division
	☐	☐	

Tracking and Revisions

The table provided in this section must be used to track revisions and changes to the strategic plan only. It is very important that those assigned to a task or specific area within the strategic plan to log information that provides the reader with the proper detail to understand what has been changed for the approved version. I.e. this can be edits, wording, order of lists, priorities etc. The Administrative Assistant must gather the work from those assigned and keep a current log that is chronological. Then monthly the changes will be rolled into a master copy of the strategic plan that is time stamped with the current version.

Strategic Goal #	Page #	Changes, Revisions, Updates	By:

Exhibit A - Station Expenses

Upgraded Heber Station

Construction	3,000,000
Property Purchase	<u>250,000</u>
Total	3,250,000

New Fire Station

Construction	3,000,000
Pumper	600,000
Brush Truck	250,000
Ambulance	250,000
Equipment	50,000

Ongoing Costs

9 FF/EMS	900,000
Repair/Maintenance	80,000
Utilities	<u>40,000</u>
Total	5,170,000

Exhibit B

Apparatus Maintenance Plan

	<u>Year</u>	<u>Make/Model</u>	<u>Station</u>	<u>Truck #</u>	<u>Overall Replacement Cost</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
PUMPERS 20-25 Yrs.	1974	AMERICAN LAFR.	MIDWAY	E2	600,000	600,000	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407
	1981	FORD/PIERCE	TIMBER LAKES	ENG7	600,000	-	624,000	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407
	1987	FORD/FMC	WALLSBURG	WE2	600,000	-	-	648,960	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407
	1995	FREIGHTLINER	HEBER	HVY EX	600,000	-	-	-	674,918	35,096	36,500	37,960	39,478	41,057	42,699	44,407
	2001	PIERCE	JORDANELLE	JE2	600,000	30,000	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407
	2007	SEAGRAVE	HEBER	HE2	600,000	30,000	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407
	2019	INTERNATIONAL	MIDWAY		600,000	30,000	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699	44,407
Fast Attack/ Brush 12-15 Yrs.	1987	CHEVY	JORDANELLE	W1	250,000	250,000	23,400	24,336	25,309	26,322	27,375	28,470	29,608	30,793	32,025	33,305
	1991	FORD 350	MIDWAY	ME1	250,000	-	260,000	24,336	25,309	26,322	27,375	28,470	29,608	30,793	32,025	33,305
	1991	FORD	HEBER	HE5	250,000	-	-	270,400	25,309	26,322	27,375	28,470	29,608	30,793	32,025	33,305
	1998	FORD 550	WALLSBURG	WE1	250,000	-	-	-	281,216	26,322	27,375	28,470	29,608	30,793	32,025	33,305
	2000	FORD	HEBER	HE3	250,000	-	-	-	-	292,465	27,375	28,470	29,608	30,793	32,025	33,305
	2010	FORD	JORDANELLE	JA1	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2011	FORD	JORDANELLE	JE1	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
AERIAL 25-30 Yrs.	1979	MACK	MIDWAY		1,500,000	-	-	1,189,760	61,868	64,342	66,916	69,593	72,376	75,271	78,282	81,413
	1999	PIERCE	HEBER	HL1	1,100,000	-	-	-	-	1,286,844	66,916	69,593	72,376	75,271	78,282	81,413
	2017	PIERCE	JORDANELLE	JLL1	1,100,000	55,000	57,200	59,488	61,868	64,342	66,916	69,593	72,376	75,271	78,282	81,413

Exhibit B Continued

Apparatus Maintenance Plan

	<u>Year</u>	<u>Make/Model</u>	<u>Station</u>	<u>Truck #</u>	<u>Overall Replace Cost</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
AMBULANCE 8-10 Yrs.	1999	FORD	Midway	1005	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2002	FORD	Timber Lakes	1008	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2006	FORD	Midway	1001	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2007	FORD	Midway	1003	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2012	Chevrolet	Wallsburg	1004	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2013	Chevrolet	Heber	1002	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2015	Chevrolet	Heber	1006	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2017	Chevrolet	Heber	1007	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
	2019	Chevrolet	Heber	1011	250,000	25,000	26,000	27,040	28,122	29,246	30,416	31,633	32,898	34,214	35,583	37,006
COMMAND 8-10 Yrs.	2004	DODGE	JORDANEL LE	BC TR	55,000	55,000	7,150	7,436	7,733	8,043	8,364	8,699	9,047	9,409	9,785	10,177
	2005	DODGE	CLAIR	1009	55,000	-	-	-	61,868	8,043	8,364	8,699	9,047	9,409	9,785	10,177
	2008	CHEVY	JORDANEL LE	BC TR	55,000	-	-	-	61,868	8,043	8,364	8,699	9,047	9,409	9,785	10,177
	2016	FORD	CLINT	CMD	55,000	6,875	7,150	7,436	7,733	8,043	8,364	8,699	9,047	9,409	9,785	10,177
	2018	CHEV / TAHOE	CHIEF	CHIEF	55,000	6,875	7,150	7,436	7,733	8,043	8,364	8,699	9,047	9,409	9,785	10,177
MISC.	1931	MACK	MIDWAY		-	-	-	-	-	-	-	-	-	-	-	-
	1971	FORD F35COF	MIDWAY		550,000	6,875	7,150	7,436	7,733	8,043	8,364	8,699	9,047	9,409	9,785	10,177
	2005	HAULMARK	JORDANEL LE	HM64	20,000	1,333	1,386	1,442	1,499	1,559	1,622	1,687	1,754	1,824	1,897	1,973
	2008	AM GENRAL	OLD SHEDS	TEN	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total					12,745,000	1,346,958	1,405,386	2,708,146	1,823,779	2,430,478	979,507	1,018,687	1,059,434	1,101,812	1,145,884	1,191,720

* Red indicates apparatus that needs to be replaced



Wasatch County Utah



WASATCH COUNTY FIRE DISTRICT WASATCH COUNTY EMS **MASTER PLAN**

September 2018

Amended November 2018



Emergency Services
Consulting International

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Wasatch County Fire District

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...and all of the men and women of the Wasatch County Fire District and Wasatch County EMS, who daily serve their community with honor and distinction.

COMMUNITY & ORGANIZATIONAL OVERVIEW

The following section is an overview of the demography of Wasatch County, along with a basic description of the components that comprise the *Wasatch County Fire District* (WCFD) and public safety system.

Wasatch County

Located in the north-central portion of Utah, about 40 miles east of Salt Lake City, Wasatch County is comprised 1,207 square miles of which 70% is publicly owned land. The estimated 2017 population of the County was 32,106 persons.¹ The majority of the population resides in the north and northwest ends of the County. There are approximately 11,710 housing units in the County, with a median value of \$336,100.² Resident medium income is \$71,337 annually.³

There are seven incorporated cities and towns in Wasatch County: Charleston, Daniel, Hideout, Independence, Midway, Wallsburg, Interlaken, and Heber City—which is the largest city and the County seat. Timber Lakes is unincorporated, and a portion of Park City lies within the County boundaries.⁴

Organizational Overview

Organized in 1987, the *Wasatch County Fire Protection Special Service District* operates as the Wasatch County Fire District, whose primary response zone/service area is comprised of 1,175 square miles within the boundaries of Wasatch County.

District Governance

The District is governed by the elected, seven-member *Wasatch County Council*. Representatives from the Council are appointed to the *Wasatch County Fire District Board of Directors*, who elects a Board Chair, and is responsible for budget approval and oversight of the District.

Citizens Fire Advisory Board

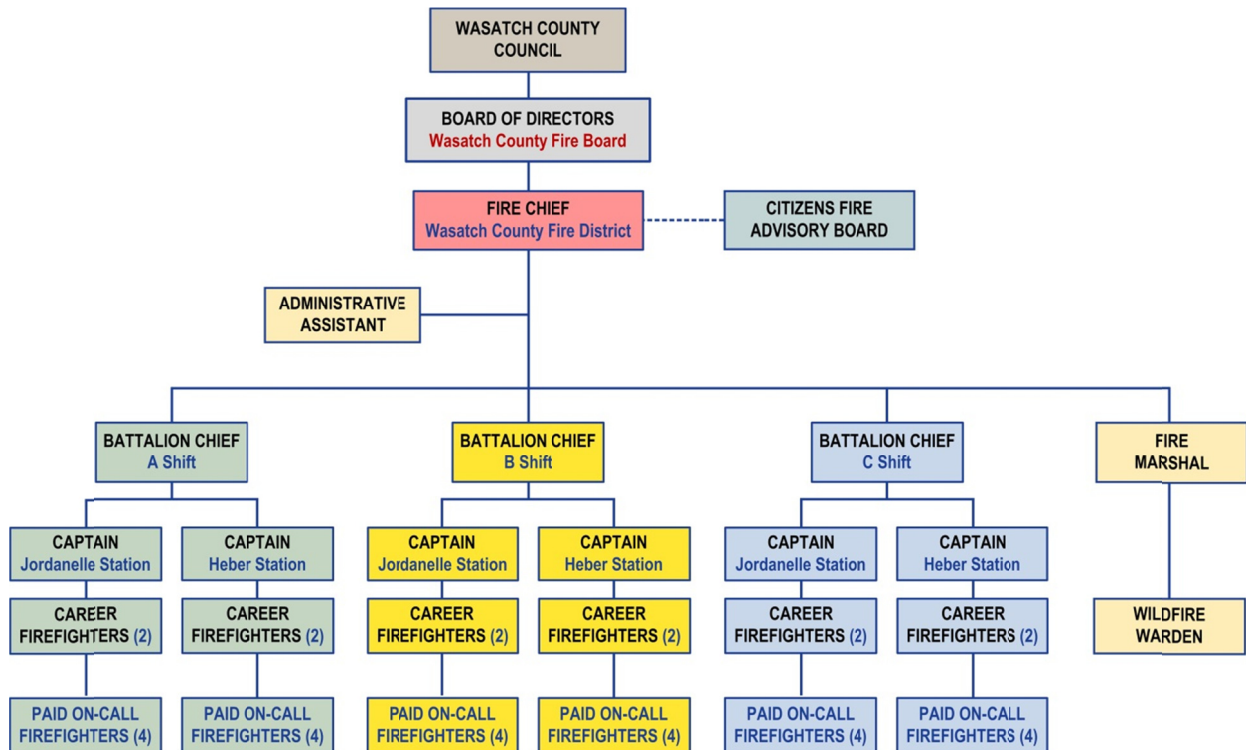
The *Citizens Fire Advisory Board* committee was formed by the Fire Chief to assist WCFD with identifying the needs and requirements of public safety within Wasatch County—with a primary focus on fire protection. The Committee has been formally chartered, and is comprised of local citizens of varying backgrounds, ranging from business management to government service.

The Committee meets bi-weekly, is overseen by the Fire Chief, and is led by a chairperson. Meetings are conducted in accordance with a defined agenda, which includes assigned tasks and completion dates. In addition to developing a countywide needs assessment and input to WCFD, the Committee will assist in disseminating information about fire department activities throughout the community.

District Governance Discussion

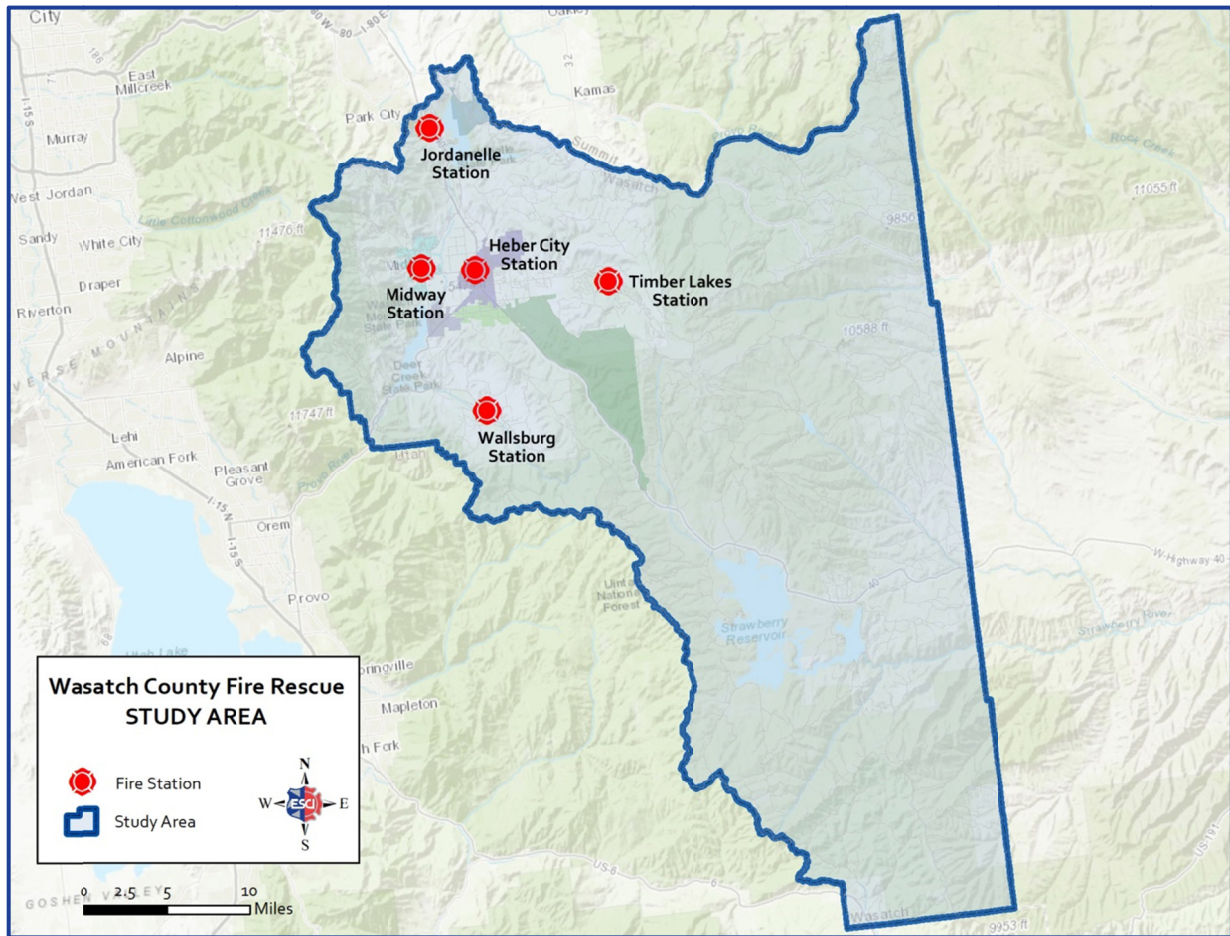
The Wasatch County Fire Protection Special Service District's form of governance is atypical of what is found in most communities. Usually, fire districts are governed by a separate and distinct elected board of fire commissioners or directors. Such boards have the sole responsibility of oversight of their respective fire districts. County council members have broad responsibilities in a variety of topics and issues, while a Board of Fire Commissioners focuses only on oversight and issues specific to the fire department.

Figure 1: WCFD Organizational Chart (2018)



Wasatch County Fire District Service Area

The Wasatch County Fire District operates and deploys from five fire stations located throughout the County. The Jordanelle Station is staffed with three career firefighters 24 hours daily. Effective in the second quarter of 2018, the Heber City Station was converted from 12-hour to a 24-hour staffed station. A Battalion Chief is assigned to each of the three shifts. Paid on-call (POC) firefighters are utilized at all five stations. The following image shows WCFD's service area (study area).

Figure 2: Wasatch County Study Area

Other Emergency Services System Components

Emergency Communications

The *Wasatch County Dispatch Center* is operated by the Wasatch County Sheriff's Office (WCSO), and serves as the primary public safety answering point (PSAP) for both 911 and non-emergent calls. The Dispatch Center is responsible for dispatching WCFD; Wasatch County EMS; law enforcement agencies, search & rescue; and other emergency services organizations and agencies.

Wasatch County Emergency Medical Services

Wasatch County Emergency Medical Services (WCEMS) is owned and operated by Wasatch County government, and functions as a "third service" medical transport provider. The agency is the sole provider of emergency medical transport in Wasatch County. WCEMS is overseen by an EMS Director who answers directly to the Wasatch County Manager. The County is governed by a seven-member County Council.

The Medical Director is a local board-certified emergency physician who practices at Heber Valley Hospital. He oversees all EMS providers in the County, and is compensated through a contractual arrangement with Wasatch County government.

WCEMS provides advanced-level ground emergency medical transport (GEMT) services throughout the County. Minimum ambulance staffing is typically comprised of at least one Advanced Emergency Medical Technician (AEMT) and one Emergency Medical Technician-Basic—but often may be staffed with up to three AEMTs or occasionally one Paramedic. However, the majority of the advanced-level personnel are certified as AEMTs (as opposed to Paramedics).

WCEMS utilizes a combination of “volunteer” single-role EMS providers and WCFD firefighters to staff its ambulances. Ambulances are deployed from the five fire stations, with three frontline units located at the Heber City Fire Station, and three at the Midway Station.

Air Medical Services

On-scene, prehospital air medical services are available through *Intermountain® Life Flight* and the *AirMedCare Network®*. Both organizations provide rotary-wing helicopter service that enables the transport of certain critical patients to tertiary care facilities in Salt Lake City and other locations.

Hospitals & Tertiary Care Facilities

Heber Valley Hospital (HVVH) is the only hospital located in Wasatch County. It is a Level IV designated trauma center. High-acuity trauma patients are typically transported by ground ambulance or one of the helicopter air medical services to one of three Level I Trauma Centers—one of which is a pediatric facility—located in the region of Salt Lake City.

Several other facilities in the areas of Salt Lake City are designated comprehensive stroke centers, as well as capable of providing percutaneous coronary intervention (PCI) in cases of ST-Elevation Myocardial Infarction (STEMI) and other cardiac events.

MANAGEMENT COMPONENTS

Effectively managing a fire department is a complex task, often impacted by financial constraints, political pressures, and demanding community expectations. Today's fire department must address these complexities by ensuring an efficient and flexible organizational structure, adequacy of response, maintenance of competencies, a qualified work force, and financial sustainability.

The development of baseline management components in an organization enables it to move forward in an organized and efficient manner. In the absence of foundational management elements, the organization can flounder; lost in ineffective leadership and divergent views of purpose and vision.

A well-organized and efficiently administered organization has appropriate documentation, policies, procedures, and clearly understands, acknowledges, and addresses internal and external issues affecting the department. Processes must also be established to address the flow of information and communications within WCFD, as well as with its constituents. In the following section ESCI examines WCFD's current efforts to manage the organization.

Mission, Vision & Values

The management of a fire department needs to be grounded in acceptance and adoption of a strong mission, vision, and values. Unfortunately, WCFD has not created the fundamental foundation blocks necessary to ensure everyone in the organization and the community understands why WCFD exists, the level of services provided, vision for the department over the next three to five years, and the goals and objectives to get there. A successful strategic planning process can enable organizational improvements related to the creation and maintenance of policies and procedures; enhancement of internal and external communications practices; improved operational deployment; recordkeeping; and sustainable financial practices, to name a few.

To be most effective, mission statements, visions, and a values statement must be part of a "living" process, consciously evolving as the department grows, and changes. This is often accomplished through a strategic planning process. Creating a strategic plan in the near future should be a high priority for the WCFD, and would empower department personnel to move together in a positive direction, and enable efficient change for the betterment of the organization and community. While many of the changes recommended in this master plan should become a part of a strategic plan, it is through this process that the organization can prioritize the order in which short-term, mid-term, and long-term goals can be accomplished.

Management Issues & Processes

For any organization, documentation of activities is not only required to meet the organizational mission, it is also a legal requirement in many aspects of operations. This is critical because it is governed by state and federal regulations, and provides a mechanism for measuring performance.

Policy and procedure development and maintenance is necessary to ensure a stable, effective, and cohesive organization. It also provides a formal method for memorializing organizational decisions and processes. WCFD recently updated its policies and procedures in June 2018. Additionally, ESCI's evaluation of WCFD revealed that no capital facilities plan exists.

Internal Assessment of Critical Issues & Future Challenges

The Fire Chief identified three critical issues facing WCFD:

- Address the need to increase resources to meet County growth demands.
- Improve business practices, including updating department policies and procedures.
- Update impact fees and a community needs assessment.

Interviews with the Fire Chief revealed other underlying challenges faced by the department, including how to legislate and enforce building construction fire code compliance in areas of the District without adequate fire flow. *ESCI considers this as a critical issue for the District, as once a building is constructed it forever becomes the responsibility of the District.* As additional growth occurs, it compounds the life-safety response challenges for the District.

Another significant issue identified by the Fire Chief was the potential feasibility of merging Wasatch County EMS into WCFD. The District and WCEMS have implemented several operational changes revealing potential benefits of full consolidation. This issue will be addressed later in the report.

Internal & External Communications

In today's "hyper-speed" world of communication, the public expects strategic, frequent, responsive, and transparent communication from government agencies. Likewise, employees expect the same when disseminating internal messages. Without it, public and employee confidence in the organization can be severely damaged, and informal communication channels may be created to spread false and misleading information throughout the community and organization.

Specific to internal communications, ESCI noted WCFD holds regular business meetings for all staff. These are held monthly before the monthly training sessions. Information is disseminated to department members through email, memos, and communications with company officers.

Community newsletters, media coverage, and websites are the means most commonly employed by fire departments to communicate with the public. Fire and life-safety messages and upcoming political or fiscal issues can also be distributed in this manner.

Internal/External Communications Discussion

WCFD uses the basic tools to communicate internally and externally. Most recently, a Citizens Fire Advisory Board was formed to assist in impartially addressing a variety of contentious issues, as well as identifying public safety needs.

The rural nature of Wasatch County, and the substantial “volunteer” nature of the organization, ensures the activities and support of the organization are engrained in the community. Without this, the department’s mission could be severely constrained.

Many emergency response agencies are now using interactive social media tools like Twitter®, Facebook®, Instagram®, and more. These tools are now entrenched in the fabric of the American social structure, with the potential to harness (or unleash) tremendous community support, concern, and action. WCFD maintains a web page, and an active social media presence on Facebook®—frequently posting local and national fire-service news of interest; public education topics; and the Fire Chief’s insights on the operations and direction of the department. Approximately 1,000 people follow their account, indicating some level of interest in WCFD’s activities. Of those that follow the District on Facebook®, it is unknown how many are local residents.

Internal communications are likely constrained by the physical distance between stations and assigned personnel, along with the relatively infrequent drill/meeting schedule. To illustrate, 20 miles separates two adjacent fire stations, presenting a significant barrier for frequent face-to-face communication and coordination.

Record Keeping & Document Control

In any organization, documentation of activities is of paramount concern. Sound management decisions cannot be assured without accurate data, and organizational transparency to the public will be impeded if the department cannot explain what it is doing. The documentation of activities must be routine.

WCFD has a sound process for document control. Hard copy records are secured by lock and key in file cabinets and locked offices. Electronic files are secured by passwords assigned to users with rights to appropriate documents, and backed up on an external hard drive. ESCI understands a cloud storage service is being considered in the near future. These practices are consistent with industry standards.

Public records requests are fulfilled approximately once a month, and done so in a timely manner consistent with state public disclosure rules.

Facility Security & Financial Controls

Basic station security is in place for all WCFD facilities, with code key locks on facility doors (not bay doors). Two of the stations—Jordanelle and Heber—have security cameras installed in strategic interior and exterior locations. None of the stations have intruder alarms.

There are no inventory controls in place for valuable equipment and supplies. Small capital items—tools and office equipment, for example—are inventoried only on an “as needed” basis. The District does not hold or use a petty cash account.

Payments (warrants) are vetted and authorized by the Fire Chief and administrative assistant, and approved monthly by the Fire Board. These payments and related documentation are audited quarterly by a certified public accounting firm hired by the District, in addition to the required annual state audit.

STAFFING & PERSONNEL MANAGEMENT

Many emergency services organizations consider employees as their most valuable asset. Managing personnel to achieve maximum efficiency, professionalism, and personal satisfaction is an art as much as science. Consistency, fairness, safety, and opportunities for personal and professional growth are key values in a healthy management culture. These values are even more important when the organization relies on the participation and support of a “volunteer” workforce. Volunteer personnel may leave if they do not feel valued and/or experience personal satisfaction from their participation.

In this section of the staffing analysis, the ratio of administrative and support positions to total organizational staffing for WCFD is compared to industry best practices. An appropriate balance of administrative and support staff, compared to operational resources and service levels, is an important consideration to achieving organizational success.

Several national organizations recommend standards to address staffing issues. The *Occupational Health & Safety Administration* (OSHA) *Respiratory Protection Standard*, and the *National Fire Protection Association* (NFPA) Standard 1710 or 1720; (whichever is applicable) are frequently cited as authoritative documents.^{5,6,7} In addition, the *Center for Public Safety Excellence* (CPSE) publishes benchmarks for the number of personnel recommended on the emergency scene for various levels of risk.

The Wasatch County Fire District

As shown in the organizational chart in the “Organizational Overview” section of this report, WCFD employs a full-time Fire Chief, full-time Fire Marshal, full-time Fire Warden, and a full-time Administrative Assistant. Currently, there are 24 full-time career firefighters and officers assigned to two fire stations, and 41 volunteer (paid on-call) firefighters, and four unpaid volunteers. The volunteer number includes career firefighters when they are off duty.

Administrative & Support Staffing

The following section reviews WCFD’s administrative and support staff organizational structure.

Figure 3: WCFD Administrative & Support Staff

Position/Rank	WCFD
Fire Chief	1
Fire Marshal	1
Wildfire Warden	1
Administrative Assistant	1
Total FTEs:	4
Percent Total of the District:	8%

Administrative & Support Staffing Discussion

The level of administration and support staffing reflects nearly 8% of the total workforce, and about 19% of the full-time personnel. This ratio of administrative to operations personnel is at the bottom end of the ratios that ESCI has found with other fire departments. Fire districts typically have higher ratios, since they must provide various administrative and support functions that a city or county government agency may provide (e.g., human resources, information technology, finance, and building and apparatus maintenance).

The Fire Chief, Fire Marshal, and Wildfire Warden share the responsibilities of fire-code enforcement and fire-code plan review for new construction. The full-time firefighters perform occupancy inspections. Other administrative functions, information technology support, and legal services are procured through contracts with outside vendors as necessary. The District uses part-time employees to perform financial tasks, and contracts with a certified public accountant (CPA) for required county and state audits.

ESCI notes two potential negative aspects to the lean number of WCFD administrative staff. First, a lack of “bench depth”—an absence of functional redundancies that can result in the crippling of normal operations if an administrative employee becomes unavailable for work for an extended period of time. Second, allowing limited staff to work at maximum capacity may result in focusing on myopic short-term tasks, and ultimately diminish the ability to strategize and/or perform long-term planning. Compounding this problem for WCFD administration is their role in also responding to routine emergency incidents while performing regular administrative duties.

WCFD’s administrative functions are physically located at the Jordanelle station. Like many smaller departments with a shared fire station and administrative facilities, this station is designed in such a way that administrative offices are housed together and separated (if only slightly) from the operations side of the facility.

Personnel Management

Professional, compassionate, and competent management of personnel is critical to the success of an organization. Managers and organizational leaders in countless organizations have been replaced due to incompetency and/or unethical leadership, resulting in poor morale among personnel, failures in executing organizational missions and, in some cases, significant legal liability.

Wasatch County Fire District

The WCFD Fire Chief has the sole responsibility for administering and overseeing career and volunteer firefighter staff—including hiring, promotions, and terminations. The District is not bound by civil service rules and regulations. Employees are hired at the will of the Fire Chief, using a process involving an interview, physical examination (fit for duty), and background check.

During interviews, firefighters and officers in particular, expressed a limited understanding of their roles and responsibilities within the organization. However, the District does maintain formal job descriptions signed by employees.

Career advancement and promotion of officers—including chief officers—have historically been determined by a vote of the firefighters, along with an informal evaluation and opinion of a candidate’s qualifications. There is no formal assessment and/or validation of qualifications for officer positions among the career personnel or volunteers. Interviews with recently promoted officers indicated that no formal promotional process was used to determine the best candidates.

Personnel Discussion

The District appears to have relied on past methods for establishing current leadership positions. In today’s litigious environment, these methods will not survive significant scrutiny if challenged. Additionally, long-standing industry best practices are based on a foundation of contemporary job descriptions; measured performance against these job descriptions; structured initial hiring and promotional assessment processes; and formal performance evaluations for incumbent employees.

Wasatch County Emergency Medical Services

The Wasatch County EMS Director is responsible for managing ambulance personnel, who are comprised primarily of paid on-call EMS personnel. The Director reports directly to the Wasatch County Manager, and receives administrative support from other County departments. The Director collaborates closely with WCFD in providing emergency medical transport services throughout the County, and maintains a good relationship with the Fire Chief and his staff.

Emergency Response Staffing

An adequate number of properly trained staff of emergency responders is required for placing appropriate emergency apparatus and equipment to its best use in mitigating incidents. This is especially important due to the predominantly rural nature of WCFD’s response area, and the long distances between fire stations. Insufficient staffing at an operational scene—especially for first-in apparatus—negatively impacts the department’s ability to perform critical life and property saving tasks, as well as ensuring firefighter safety.

Wasatch County Fire District Staffing

WCFD must ensure responding companies are capable of performing all of the described tasks in a prompt, efficient, and safe manner. The following figure lists WCFD’s emergency response staffing.

Figure 4: WCFD Emergency Response Staffing¹

Position/Rank	WCFD
Battalion Chief	3
Captain	6
Firefighter/EMT–Volunteer	41
Firefighter/EMT–Full-time	11
Full-time Firefighter Paramedics	1
Total Operations Personnel:	62
Total Personnel:	66
Operational Officers to Firefighters:	30%

¹As of June 17, 2018**Figure 5: WCFD Career Staff Schedule**

Survey Component	WCFD
Length of normal duty period	48 hours
FLSA period	28-day cycle
Duty hours per week (average)	53
Normal shift begins (time)	0600 hours
Call-back requirements	No
Residency requirements	No
Standby duty requirements	No

With the exception of a few, all WCFD firefighters are trained and certified as an Advanced Emergency Medical Technician (AEMT), with one firefighter certified as a Paramedic. The District mandates that both career and paid on-call firefighters to be trained as, and maintain, Utah licensure as AEMTs.

WCFD Career Staffing

WCFD full-time operations personnel are assigned to one of three shifts, with a 48-hour on, 96-hour off schedule. This produces an average 53-hour workweek, with a total of 2,910 annual hours. Many of these employees also work for Wasatch County EMS during their off-duty hours, and may also respond back to the fire department to provide back-up coverage and incident response during times of peak demand and/or large-scale incidents. Requested vacation time is approved and coordinated by the Fire Chief.

Most career-staffed fire departments utilize a 24-hour work period. While the 24-hour shift remains the predominant schedule for fire departments in the Western United States, the 48-hour shift is not uncommon. However, the 48-hour schedule has been questioned by departments around the country due to concerns about sleep deprivation and safety impacts during the latter portion of the 48-hour shift.

The *Fair Labor Standards Act* (FLSA) is a federal regulation that requires firefighters be paid at an overtime rate for all hours worked over 212 hours in a 28-day work cycle. Each employer may adopt a period of time for averaging the employees' workweek from a maximum of 28 days to a minimum of seven days. Fire departments in the Western United States tend to use cycles that run from 24 to 28 days. Twenty-four-hour shifts are broken up by off-duty periods that can be regular or varied. For example, a common schedule is one 24-hour shift on duty, followed by two 24-hour shifts off duty. Another common variation is one shift on, one shift off, one shift on, one shift off, one shift on, four shifts off. Both examples provide 48 hours off-duty for every 24 hours on-duty. Both result in a workweek that averages 56 hours, and therefore requires the employer pay overtime for the extra hours, or schedule additional time off to reduce the overall average workweek overtime exposure.

Career Staff Compensation Comparison

ESCI sent salary and benefit surveys to three Utah fire departments; Park City Fire Department, Layton Fire Department, and the Murray City Fire Department. The Park City Fire Department is adjacent to WCFD, and the Murray City and Layton City Fire Departments are located west of the Wasatch Range, south of Salt Lake City. The survey asked for information regarding hourly rates, annual salary information for first and top step pays, annual average hours worked, and the benefits provided. Murray City did not respond to the survey request. The following figure illustrates the combined average hourly rates of Park City and Layton City with WCFD's hourly rates for their positions.

Figure 6: Comparison of WCFD Hourly Pay Rates

WCFD Position	WCFD 2018 Hourly Rates	Average Hourly Rates Combined ¹	Differences in Hourly Pay
Firefighter	\$16.93	\$17.55	-\$0.62
Firefighter/Paramedic ²	N/A	\$20.12	N/A
Captain	\$27.80	\$26.21	\$1.59
Battalion Chief	\$29.55	\$31.09	-\$1.54
Assistant Chief ²	N/A	\$51.91	N/A
Fire Marshal	\$40.15	\$38.39	\$1.76
Assistant Fire Marshal	N/A	N/A	N/A

¹Represents the combined averages of Park City Fire and Layton City Fire

²WCFR does not currently have these positions

In 2016, the *Citizens Compensation Advisory Committee* of the City of Salt Lake published an annual report comparing regional (Wasatch Front Range) salaries for various government jobs. The report included findings from regional fire departments. The average full-time firefighter 2016 annual wage in Wasatch Front Range departments was \$42,412, which equals \$14.52 for a firefighter working 2920 hours per year.⁸

The higher firefighter hourly rates described above, compared to the findings of the CCAC may be the result of salary adjustments and/or cost of living considerations between the Front Range and the Park City and Heber areas. A job search website (*Soku*) currently lists \$16.51 per hour as a statewide average firefighter salary, and another website (*Salary.com*) currently lists \$14.63 per hour as the Wasatch Front Range average firefighter salary, if working 2,920 hours per year.

The Park City and Layton City fire departments offer a wide range of employee benefits, including: health and dental insurance; life and disability insurance; tuition reimbursement; retirement/401K benefits; and either provide uniforms or give a uniform allowance. In addition, Park City's health plan includes a tax-free healthcare savings account to pay for post-employment medical expenses. WCFD offers a similar benefits package, with the exception of the post-employment healthcare savings account.

Career Employee Compensation Discussion

WCFD employees previously received a \$735 per month stipend, along with \$16–\$18 per hour callback pay for off-duty response to District incidents—including EMS incidents. Recently, the stipend was “rolled” into their base pay. However, the off-duty response expectations are still in place. This practice is inconsistent with FLSA law, as full-time employees are required to be paid at 1.5 times their regular rate of pay for all call-back hours worked (beyond their scheduled hours worked).

Several WCFD full-time employees also work part-time during their off-duty hours for Wasatch County EMS, and are compensated with a \$721 monthly stipend, and a \$16–\$18 per hour callback rate. This appears to be consistent with what is allowed by FLSA regulations, as they are technically working for another employer—even though they are performing work similar to their full-time work. However, if WCEMS is consolidated into the District, this deployment model would require paying firefighters at the appropriate overtime rate in order to comply with FLSA requirements.

Given the low number of salary surveys returned, and the FLSA issue described above, it is difficult to draw significant conclusions and recommendations regarding salary and benefits adjustments. However, the available data indicates WCFD firefighters and Battalion Chiefs are paid slightly less when compared to the other departments. However, Captains and the Fire Marshal are paid moderately more than similar positions at the other departments.

WCFD Volunteer Staffing

The term “volunteer” in the context of WCFD is misleading. In reality, these individuals are part-paid employees (paid on-call) of the District, receiving a \$735 monthly stipend. In this report, the term “volunteer” has been used interchangeably with the term “paid on-call.” Volunteer firefighters are trained to the same standards as career personnel before they are permitted to respond to structural and other emergency incidents. This training requirement includes obtaining and maintaining AEMT licensure. They respond out of the five WCFD stations, three of which are staffed solely by volunteers, and almost always work in support and coordination with the career firefighters.

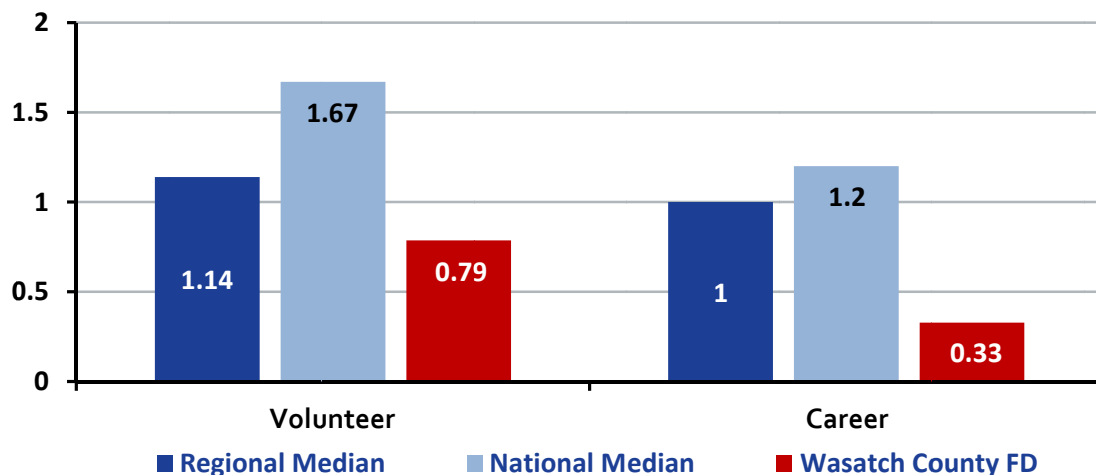
Volunteer firefighters respond when paged by Wasatch County dispatch, and usually report to their stations before responding to the incident scene. However, some volunteers carry a set of turnout gear in their vehicles, allowing them to respond directly to an incident scene when necessary.

WCFD Staffing Discussion

Structure fires and other complex and rapidly evolving incidents require rapid and simultaneous performance of tasks to effectively control the situation. If there are insufficient resources to perform all required tasks, the incident commander must prioritize task assignments to maximize the effectiveness and safety of the limited resources.

The following figure compares WCFD's full-time firefighter staffing against western region and national departments with similar populations. The regional and national statistics used for comparison are from the NFPA's 2009 *U.S. Fire Department Profile*.

Figure 7: Comparison of WCFD Firefighters to National & Regional Medians (per 1,000 persons)



The preceding figure does not represent a comparison of communities of a population size similar to WCFD's service area. Calculations were based on available data from communities with the next closest population match. However, this figure does not take into account the substantial transient population increases in Wasatch County due to recreational activities. Also, this analysis does not take into account the number of hours worked per week by firefighters (which vary among jurisdictions), or the issue of whether the fire departments in question provide emergency medical transport.

Using this comparison, WCFD appears to be below both the regional and the national medians for career personnel. The current size of the career force is limited by fiscal resources available to the District, and the size of the volunteer force is limited by the number of willing and physically able residents of the District and its commitment to training and maintaining a volunteer force.

The NFPA recommends that career fire departments maintain a minimum engine-company staffing of four personnel. This standard was developed from a consensus of experts, but is also supported by scientific research. In 2010, the *National Institute of Standards & Technology* (NIST) published a study that found four-person firefighting crews were able to accomplish essential firefighting and rescue tasks 25% faster than three-person crews.⁹ Another study analyzed the effectiveness of firefighting crews in high-rise operations.¹⁰ The study found that firefighting crews of five or six members, instead of three or four, were significantly faster in completing search-and-rescue operations and extinguishing fires.¹¹ ESCI mentions this only as another example of evidence-based research supporting the use of sufficient personnel.

Considerable ongoing local, regional, and national discussions and debate draws a strong focus and attention to the matter of firefighter staffing. Frequently, this discussion is set in the context of firefighter safety. While there are published national standards (NFPA Standards 1710 and 1720) regarding firefighter staffing, they generally speak in terms of the number of firefighters assigned to a particular response apparatus, and often characterized as a “minimum of four personnel per engine company.” ESCI notes that the more critical issue is the number of firefighters that are assembled at the scene of an incident in conjunction with the scope and magnitude of the tasks expected of them—regardless of the type or number of vehicles upon which they arrive.

Although older, a 2001 study of the *Houston Fire Department* determined that fire apparatus staffing is an even greater citizen-safety issue than firefighter safety.¹² The report termed the understaffing situation a “crisis situation that demands immediate intervention.” Decreasing the number of firefighters without eliminating any of the tasks fire departments are expected to accomplish, causes the department to delay some of the required tasks, or to attempt to perform all tasks unsafely with inadequate staff. The study also noted that “Firefighters working in understaffed environments are too often expected to perform beyond their capabilities.” And, that inadequate staffing creates “a cumulative effect” caused by combined delays and lost functions of crews, resulting “in an even greater loss of overall effectiveness.”

When looking at the minimum requirements for accomplishing the tasks necessary in containing and extinguishing a residential fire, it should be noted that WCFD’s minimum on-duty daily staffing does not provide adequate personnel resources, even when all on-duty units are available. The District attempts to address this deficit in several ways.

Off-duty firefighters are alerted and notified via pager, and are required to respond. Neither career nor volunteer personnel are required to live in the District. WCFD and its neighboring fire departments rely upon a system of mutual and automatic aid to assist one another in gathering adequate resources to mitigate emergencies beyond the capability or capacity of an agency’s resources.

Mandatory Firefighter EMS Training

As discussed previously, the Wasatch County Fire District requires all career and volunteer firefighters to maintain continuing medical education and licensure as a Utah Advanced Emergency Medical Technician. ESCI found that many of the volunteer firefighters had little or no opportunity to perform emergency medical skills at either the basic or advanced levels.

Wasatch County EMS Staffing

Wasatch County EMS operations utilize 43 part-time employees; of which 33 work out of the Heber City Fire Stations, and 11 at the Wallsburg Fire Station. This staffing is augmented by WCFD full-time firefighters who cross-staff WCEMS ambulances throughout the County.

EMS personnel assigned to the Heber station are required to work a minimum of four shifts per month (two weekday shifts and two weekend shifts Friday through Sunday), and are paid a stipend of \$721 in four equal weekly installments. Personnel assigned to the Wallsburg station are required to work seven shifts a month with no mandatory weekend work-requirement. EMS providers are allowed to trade shifts as desired.

Those assigned to the Wallsburg station receive the standard \$721 monthly stipend, plus \$80 for each shift over the mandatory four shifts per month. Holiday shift-coverage is determined by lottery. Names of the EMS personnel are placed in a hat, and the person whose name is drawn has the pick of the remaining holidays to choose from—beginning with Memorial Day. All EMS personnel are expected to work at least one holiday shift per year, if all required shifts have been fulfilled.

One of the mandatory requirements to become a volunteer with Wasatch County EMS is that personnel must obtain certification as a Firefighter I and Firefighter II—despite the fact that most will not participate in fire suppression and other fire service operations.

WCEMS Staffing Discussion

WCEMS' requirement that volunteers obtain Firefighter I and II certification has been an impediment in attracting new EMS providers who may not have an interest in firefighting. Some do not have the time, interest, or physical ability to participate in the training or fire-service activities. Unfortunately, because of this, WCEMS has lost opportunities to acquire qualified individuals interested in participating in the EMS system. Registered nurses, respiratory therapists, and other healthcare professionals—if properly trained in prehospital care and equipment—could be valuable assets to the EMS delivery system.

Although Wasatch County EMS utilizes both career firefighters and EMS volunteers certified as Advanced Emergency Medical Technicians to staff their ambulances, WCEMS does not provide Advanced Life Support (ALS) services at the Paramedic level. There are certain advanced skills (e.g., endotracheal intubation, etc.) that can be performed by a Paramedic, not an AEMT. Therefore, a *full* ALS service would require ambulances staffed with Utah-licensed Paramedics equipped with the necessary equipment, supplies, and medications to provide the highest level of prehospital advanced life support.

BUDGET & FINANCE

A critical component of the success and operation of any business—private or public—is a consistent and reliable funding stream. In the case of public agencies, this funding is usually provided by the assessment and collection of various forms of taxation, such as ad valorem (real estate) taxes, sales taxes, special assessments, billing for services and, in some instances, an apportionment of state or local income taxes. Recognizing funding limitations, city and county public safety agencies are limited by the types and amount of revenues that can be assessed and acquired. Some public safety organizations may have the option of charging fees for other services under contractual arrangements to areas outside their political boundaries, or patient transport fees, if applicable.

Special Service District Financial Practices

The *Wasatch County Fire Protection Special Service District* (WCFPSSD) utilizes an accounting and budgeting system like most municipal forms of government. This system utilizes multiple “funds,” more easily described as separate operating companies, to track expenditures made by, and revenues attributable to, the operation of each fund. The WCFPSSD General Fund reflects the performance of the core services provided by the agency, including revenues from property taxes; plan and inspection fees; charges for services; and other miscellaneous revenues. The General Fund accounts for expenditures that include salaries and benefits; legal and professional services; office expenses; insurance; repairs and maintenance of equipment; training; and uniforms and personal protective equipment. WCFPSSD has created a Special Revenue Fund that has been utilized to account for revenues and expenses associated with contracts to provide services in the Jordanelle Area Enhancement and Emergency Medical Services. Additionally, WCFPSSD has established a Capital Projects Fund for equipment and long-lived assets.

The District operates on a calendar year basis for accounting and reporting purposes. The information provided by WCFD staff in the following historical revenues and expenses section has been used as a basis to explain the variances between the historic figures and the 2018 budget. The 2018 general fund budget is \$3,090,100, which will be discussed later in this report. The assessed value on which property taxes are based in the 2018 budget year is \$7,114,005,671, or approximately 55% higher than the 2017 value. This was a significant increase, and will be addressed later in the budget discussion.

A significant amount of financial information and supporting data was provided to ESCI by the staff of the Wasatch County Fire District. This underwent a comprehensive review, including an audit report dated December 31, 2017 and a budget review for the calendar year ending December 31, 2018.

WCFD Revenues

Revenues are separated into two categories: recurring and non-recurring. Recurring revenues are those expected to continue annually, such as property taxes, special assessments, sales taxes, and contracts for service. Non-recurring revenues are those that have an expectation of not continuing, such as sales of assets, grant revenues, transfers from reserve funds, loan proceeds, and insurance proceeds; or those receipts that cannot be reasonably quantified.

Loan proceeds may be received in one fiscal year but not be utilized until a future fiscal year—which can significantly distort cash flow in both years. The following figure provides a historic table of revenues from the combined funds activity for the years 2013–2017.

Figure 8: Historic Revenues from Combined Funds (2013–2017)

Revenue Sources	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Recurring Revenue					
Property taxes	957,629	1,596,977	1,741,032	1,987,649	2,157,754
Plans & inspections	151,511	146,620	213,659	210,817	269,802
EMS revenues	—	—	313,400	309,467	547,277
Assessment fire station	475,037	564,566	364,179	421,025	542,797
Jordanelle Area Assessment	—	—	300,000	150,000	150,000
Cell tower revenue	15,840	15,890	15,840	17,424	17,424
Office lease	53,046	53,046	54,543	56,040	56,040
Total Recurring Revenue:	\$1,653,063	\$2,377,099	\$3,002,653	\$3,152,422	\$3,741,094
Non-Recurring Revenue					
Fire warden revenues	5,730	6,030	—	81,276	—
Wildland firefighter revenues	12,817	1,926	10,203	1,271	—
Ambulance revenues	22,694	66,997	63,118	—	—
Extrication revenues	—	2,100	—	—	—
Grant	27,320	22,965	38,609	48,557	—
HazMat revenues	14,842	15,714	—	—	—
Interest	8,011	4,968	9,432	18,000	29,598
Other	865	4,292	5,750	13,373	4,052
Settlement gains	—	—	438,480	—	571,885
Revenue recoveries	---	4,891	—	24	—
Sale of surplus property	—	—	—	27,850	—
Penalties & interest	831	8,098	1,955	390	16,544
Total Non-Recurring:	\$93,110	\$137,981	\$567,547	\$190,741	\$622,079
Total All Revenue Sources:	\$1,746,173	\$2,515,080	\$3,570,200	\$3,343,163	\$4,363,173

Property tax revenues are affected by two primary components: the assessed value of the real and personal properties taxed, and the tax rate charged against that value. The value of a property is affected by the market conditions in the community and may, in the future, be subject to state legislation limiting the growth of real estate tax assessments.

The following figure recognizes the growth of property values and the related increase in property tax revenue for the fiscal years 2013 through 2017. Property values increased by approximately 33% between 2013 and 2017, with tax rates increasing 64% from 0.000244–0.000399 in the same time period, providing for the 100% increase in property tax revenues between 2013 and 2017.

Figure 9: Property Tax Valuation & Revenues (2013–2017)

Property Tax	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Property Tax					
Valuation	3,628,800,384	3,782,670,653	4,029,880,755	4,501,459,545	4,893,416,714
Tax rate per \$100	0.000244	0.000419	0.000402	0.000429	0.000399
Property taxes	—	—	—	1,925,784	1,900,930
Property Taxes Collected					
Current tax year	819,489	1,499,941	1,617,158	1,945,311	1,958,271
In lieu of fee	41,473	38,459	52,148	18,267	120,899
Prior tax years	92,156	56,771	70,065	25,816	77,182
Penalties & interest	4,511	1,806	1,661	(1,745)	1,402
Total Collected:	\$957,629	\$1,596,977	\$1,741,032	\$1,987,649	2,157,754

Property taxes are not the only recurring revenue source funding the operations of WCFFD. The District has an agreement with Wasatch County EMS in which firefighters staff some of the ambulances, and to be paid a flat fee for providing those services. This fee has historically produced revenue in excess of \$300,000 annually for the past three years.

The Special Revenue Fund is used to account for the collection and use of assessments levied against property in specially designated portions of the County. This fund was created to account for the activities related to the Jordanelle Station area. The revenue amount is calculated at an assessment rate of \$0.25 of \$1,000 of assessed market value within the specially designated area. Revenue from this source has grown as the property value in the Basin Area has increased. The revenue derived from this assessment has been the subject of litigation since its inception, and the court case regarding the fee for the enterprise fund was settled in 2017, with the District changing its ability to assess the tax (the court case for the assessment has yet to be settled). The District provides plan review and inspection services to the County's building industry on a limited basis. The following figure provides details of the sources of other recurring revenues.

Figure 10: Other Recurring Revenues (2013–2017)

Recurring Revenue	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Plans and inspections	151,511	146,620	213,659	210,817	269,802
Assessment fire station	475,037	564,566	364,179	421,025	542,797
EMS Revenue	—	—	313,400	309,467	547,277
Jordanelle Area Assess.	—	—	300,000	150,000	150,000
Cell tower revenue	15,840	15,890	15,840	17,424	17,424
Office lease	53,046	53,046	54,543	56,040	56,040
Total Recurring:	\$220,397	\$780,122	\$1,261,621	\$1,164,773	\$1,599,887

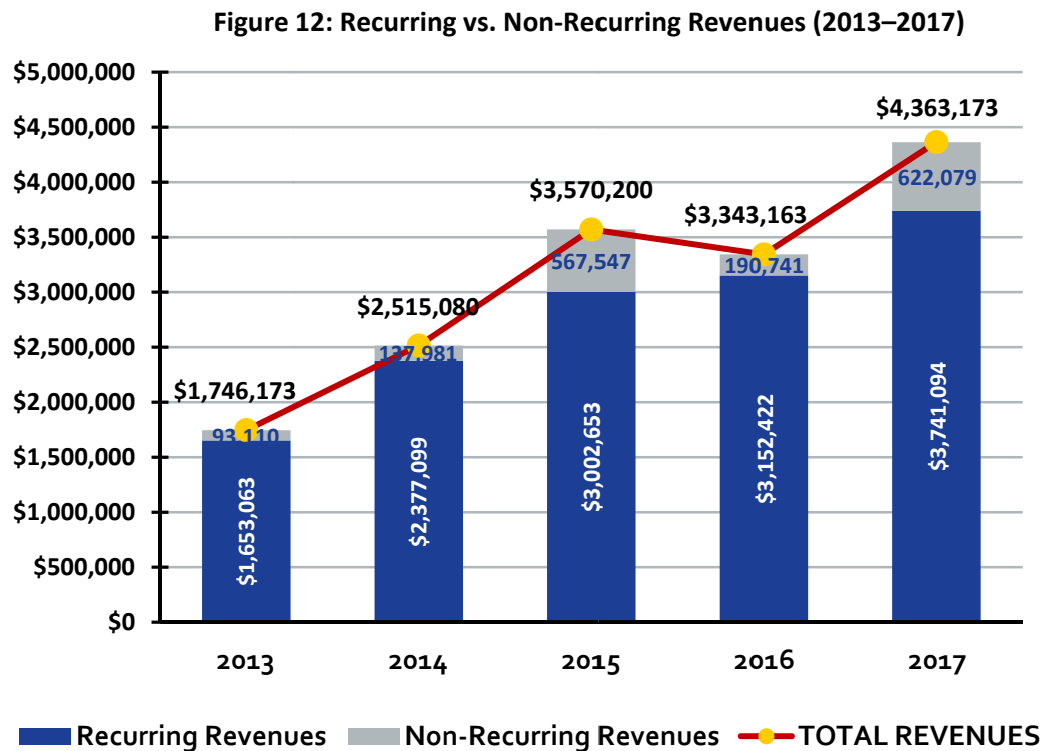
Non-recurring revenues include grant receipts, settlements; hazmat billings; the *Federal Emergency Management Agency* (FEMA) and state reimbursements; ambulance and EMS billings prior to the formalization of a contract with the County; interest on fund balances; transfers from reserve accounts; sales of assets; and other miscellaneous receipts.

Figure 11: Non-Recurring Revenues (2013–2017)

Non-Recurring Revenue	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Fire Warden revenues	5,730	6,030	—	81,276	—
Wildland revenues	12,817	1,926	10,203	1,271	—
Ambulance revenues ¹	22,694	66,997	63,118	—	—
Extrication revenues	—	2,100	—	—	—
Grant	27,320	22,965	38,609	48,557	—
HazMat revenues	14,842	15,714	—	—	—
Interest	8,011	4,968	9,432	18,000	29,598
Other	865	4,292	5,750	13,373	4,052
Settlement gains	—	—	438,480	—	571,885
Sale of surplus property	—	—	—	27,850	—
Penalties & interest	831	8,098	1,955	390	16,544
Revenue recoveries	—	4,891	—	24	—
Total Non-Recurring:	\$93,110	\$137,981	\$567,547	\$190,741	\$622,079

¹Represents standard revenue source combined with that from the Jordanelle Assessment

The following figure provides a graphic illustration of the relationship between the Wasatch County Fire District's recurring and non-recurring revenues.



WCFD Expenditures

The fire department administration drafts the annual budget considering the needs of the community and in consideration of the financial resources available. The budget is discussed with the Citizens Fire Advisory Board, which consists of citizens from communities in which services are provided by WCFD. The budget is then presented to the Fire District Board of Directors for review, public comment, and ultimate approval by the Wasatch County Council.

Similarly, with the revenue section, fire department expenditures are categorized as recurring or non-recurring. Recurring expenditures are those core items such as salary and benefits, supplies, services, maintenance, and other repetitive expenditures that amount of which is easily ascertainable such as a recurring debt payment.

Figure 13: Historic Expenditures from Combined Funds (2013–2017)

Expenditures	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Salaries					
Salaries	1,080,715	1,096,026	1,306,515	1,432,243	1,569,563
Taxes & benefits	495,374	519,209	648,487	685,357	750,998
Total Salaries & Benefits:	\$1,576,089	\$1,615,235	\$1,955,002	2,117,570	\$2,320,561
Recurring & Non-Recurring Expenses					
Supplies	38,815	66,451	110,952	60,610	100,373
Services	335,776	241,822	210,654	271,309	191,592
Utilities	27,469	24,103	31,416	28,951	39,612
Repairs & maintenance	103,387	85,656	102,861	76,837	82,129
Total Recurring Expenses:	\$2,081,536	\$2,033,267	\$2,410,885	\$2,555,307	\$2,734,267
Capital	19,566	—	—	81,281	879,996
Bad debt	0	164,922	—	—	—
Contingencies	1,018,156	1,166,571	373,534	430,003	559,341
Total Non-Recurring:	\$1,037,722	\$1,331,493	\$373,534	\$511,284	\$1,439,337
Total Expenditures:	\$3,119,258	3,364,760	2,784,419	3,066,591	\$4,173,604

Recurring Expenditures

Salaries & Benefits

WCFD utilizes 21 full-time and 25 volunteer firefighters in its deployment model. The Jordanelle Station staffs three personnel 24 hours per day, seven days per week. The Heber City Station was previously staffed daily from 6:00 am to 6:00 pm. In June 2018, 24-hour staffing was added. However, since the Heber City Station does not have sleeping quarters, the crew is required to move to the Midway Station at night. The Wallsburg and Timber Lakes stations are staffed with volunteers.

Salaries have increased from \$1,080,715 in 2013, to \$1,569,563 in 2017, or approximately 45%. This was the result of an increase in five full-time equivalent positions and a cost of living salary adjustment over the years. Employee benefit costs have increased approximately 52% between 2013 and 2017. Benefit costs typically increase in concert with increased compensation, with the exception being healthcare costs, which have traditionally outpaced other increases. In WCFD's case, the increase has been approximately 32% between calendar years 2013 and 2017.

Supplies

Supplies necessary to operate the fire district on an ongoing basis have increased approximately 159% between 2013 and 2017. An anomaly occurred in 2015, resulting from the purchase of a significant quantity of protective clothing for firefighters.

Services

Services include audit, legal, insurance, training, and other professional services. As previously mentioned, the special assessment fee assessed in the Jordanelle Basin area has been contested by several of the area residents, which has resulted in extraordinarily high legal fees for an organization of this size. The legal fees have cost the District substantially, but have decreased over the years between 2013 and 2017.

Utilities

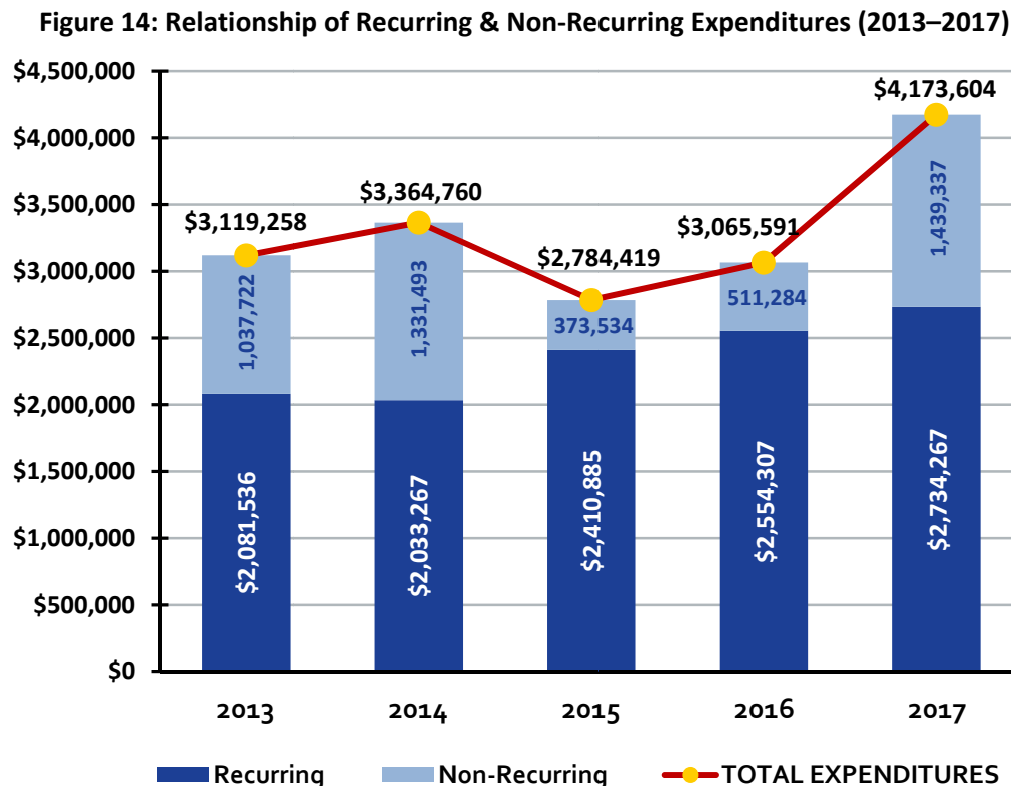
Utility costs, consisting of electricity and telephone charges, have increased approximately 43% during the review period.

Repairs & Maintenance

Repairs and maintenance of District buildings, apparatus, and equipment have decreased approximately 21% between 2013 and 2017.

Non-Recurring Expenditures

Non-recurring revenues include capital purchases, transfers to reserve accounts, and contingencies. Capital purchases include long-lived assets and apparatus. The contingencies category reflects the reserves established to fund the potential liability to return the special assessment fees collected from properties in the Jordanelle Basin area. The following figure reflects the relationship between recurring and non-recurring expenditures.



WCFD Current-Year Budget

Recurring Revenues

The current year budget (2018) indicates a very significant increase in property tax revenue from the prior year. This increase is explained by a substantial increase in the property tax rate. The rate was increased as a result of the loss of revenue from the Jordanelle Basin Special Assessment area.

Other recurring revenues were reduced significantly between 2017 and the current year budget. The Fire Station Assessment and the Jordanelle Area Enhancement revenues have been eliminated in the current year budget, reducing recurring revenue by approximately \$692,000. Plans and Inspection revenues are budgeted at \$144,802 less than 2017, and EMS revenues are budgeted at \$140,277.

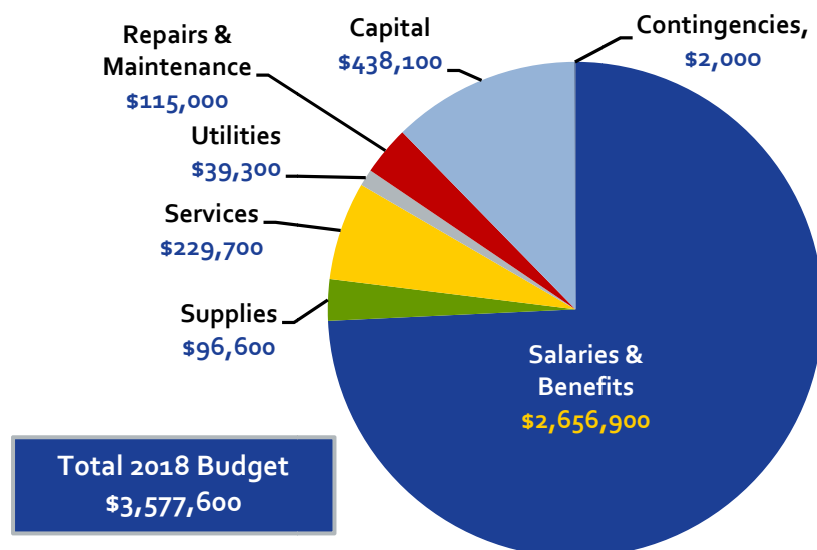
Non-Recurring Revenues

Non-recurring revenues are budgeted to be slightly lower in the current budget year than in calendar year 2017—by approximately \$550,000. In 2017, a settlement gain was recognized for \$571,885 related to the lawsuit over fees charged by the District's Enterprise Fund prior to 2013.

Recurring & Non-Recurring Expenses

As with most public safety agencies, the salaries and benefit costs consume approximately 75% of the expenditures of the District on an annual basis. Legal, auditing, and other professional services require approximately 6% of the budget and supplies. Utilities and maintenance, combined, comprise another 4% of the budget. Recurring expenses are approximately 85% of the 2018 expenditures. The non-recurring expenditures in the 2018 budget consist of a capital expenditure of \$438,100 for apparatus replacement and a projected contingency expense of \$2,000.

Figure 15: Wasatch County Fire Protection Special Service District Budget (2018)



System Funding & Cost-Recovery Discussion

There are numerous alternatives available to fund the operations of counties, cities, and fire districts. In Utah, property taxes, special assessments, sales taxes, and billings for services are options. Presently, the District assesses a property tax on its taxable value. The District's efforts to create a special assessment district in the Jordanelle Basin, and assesses a \$0.25 per thousand dollars of valuation on properties located within that area, was unsuccessfully challenged by property owners in that area. That source of revenue is now no longer available. The District also bills for EMS service, plan reviews, inspections, and hazardous materials incidents. The District has negotiated a lease arrangement with the *Utah Highway Patrol* for space in the basement floor of the Jordanelle Station, and receives lease payments for a cell phone tower. In the past, the District has taken advantage of federal grants and requested reimbursement for deployment of its resources to incidents outside of its boundaries.

WCEMS Budget & Finance

Wasatch County EMS provides ground emergency medical transport (GEMT) services to all areas of Wasatch County. Since the County has experienced significant growth, the EMS agency has seen the demand for its services increase by over 50% between 2013 and 2017. Patient billings have increased approximately 65% during the same period. However, similar to the experience of EMS organizations around the country, collecting on those billings is a challenge. Collection rates have dropped from 48.2% to 42.8% during 2013–2017. Similar to the experience of other EMS agencies, the rate of payment denials has increased dramatically from 50 of 833, or 6% in 2014 to 38% (483 of 1,270 claim submittals) in 2017.

ESCI was told by local officials that Wasatch County is one of the fastest-growing counties in the United States, and has continued to grow at a rapid rate. The population has increased by 25% since the 2010 census. Since a community's population and demographics are the primary drivers of the demand for EMS, Wasatch County can anticipate a continued increase in EMS service-demand. The following figure indicates the growth in EMS transports and related increase in revenue since 2014.

Figure 16: WCEMS Transports & Billing History

Source: Ambulance Data Request form provided to ESCI

Billing Description	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Billable transports	833	1,085	1,189	1,270
Average charge/transport	\$1,338	\$1,379	\$1,412	\$1,445
Total Amount Billed:	\$1,114,867	\$1,496,526	\$1,679,029	\$1,834,371
Cash collected	\$536,918	\$716,155	\$780,871	\$785,994
Average cash collected/transport	\$645	\$660	\$657	\$619
Collection Rate Percentage:	48.2%	47.9%	46.5%	42.8%

Cash Collection Rates

As mentioned, WCEMS outsources its billing and collection services. The collection-rate numbers in the preceding figure represent the percentage of what was received out of the total amount billed. As shown, the collection rates have fluctuated since 2014; with an annual average rate of 47.8%.

Collection percentages can be affected by billings sent out in one calendar year, but not collected until the next year. Regardless, given the payor mix in Wasatch County, hopefully slightly higher cash-collection rates can be achieved in the future.

Revenue from emergency medical responses and related transports is a mathematical calculation based on demographic information of the population served. In today's environment of highly technical medical evaluations, patient assessments, the appropriate "coding" of recommended interventions, changing payment structures of insurance companies, and the federal system, forecasting revenues is a challenge. As indicated in the preceding figure, a reasonable person would anticipate substantial revenue growth from the increase in transport services and increase in gross billings—but this has not been the case. Non-recurring revenue for Wasatch County EMS takes the form of special events and grants.

Payor Mix

An analysis of the 2017 billable transports indicates that commercial payors were responsible for 478 incidents, or 38% of the 2017 transports. At 29%, Medicare was second, with patient-pay transports being the third highest at 16% of the billed transport services. The following figure shows the payor mix for Wasatch County EMS during 2017.

Figure 17: Wasatch County EMS Payor Mix (2017)

Payor	Transports	% of Total
Insurance	139	11%
Commercial	478	38%
Medicaid	74	6%
Medicare	365	29%
Patient Pay	198	15%
Worker's Compensation	15	1%
Totals:	1,269	100%

Recurring Expenses

Salaries and benefits consumed almost 70% of the total budget of WCEMS and represented over 71% of the recurring expenditures in 2017. WCEMS has expanded its operational capabilities significantly between 2014 and 2017 to meet community needs. Other recurring expenditures include the costs (6%) associated with operating its fleet of ambulances. WCEMS outsources its medical billing and collection services to a private company (McKesson, Inc.), who retained approximately 9.75% of the 2017 revenue. Other professional services and Medicaid payments are included in the services section of the recurring cost category.

The following figure includes a line-item list of the historical revenues and expenses at Wasatch County EMS for the period 2014–2017. As shown in the figure, WCEMS consistently had a negative cash flow between 2014 and 2017.

Figure 18: WCEMS Historical Revenue & Expenses (2014–2017)

Revenue & Expenses	2014 Actual	2015 Actual	2016 Actual	2017 Actual
Revenues				
Transport fees	519,167	566,835	802,611	859,340
Total Recurring:	\$519,167	\$566,835	\$802,611	\$859,340
EMS collections	—	—	—	23,749
Special events	—	—	—	11,950
Grants	—	7,039	—	2,200
Miscellaneous	39,407	47,390	48,401	1,106
Total Non-Recurring Revenue:	\$39,407	\$54,429	\$48,401	\$39,005
Total Revenue:	\$558,574	\$621,264	\$851,012	\$898,345
Expenses				
Salaries & benefits	489,836	815,213	872,625	1,008,101
Supplies	64,931	77,537	82,500	99,211
Services	140,419	158,314	186,132	223,410
Fleet costs	75,000	75,000	85,000	87,500
Payments to WCFD	66,997	63,118	3,467	—
Total Recurring Expenses:	\$837,183	\$1,189,182	\$1,229,724	\$1,418,222
Capital	26,248	21,406	56,576	31,955
Total Non-Recurring Expenses:	\$26,248	\$21,406	\$56,576	\$31,955
Total Expenditures:	\$863,431	\$1,210,588	\$1,286,300	\$1,450,177
Net Gain or Loss:	-\$304,857	-\$589,324	-\$435,288	-\$551,832

Financial Analysis of a WCFD/WCEMS Consolidation

ESCI has been tasked with the creation and analysis of the financial ramifications of a merger between the Wasatch County Fire District and Wasatch County EMS. The previous discussions have evaluated the current conditions of each of the entities, and will form the basis of this section of the report. The following forecasts will utilize a 5% growth rate for both property taxes and medical transport revenues. All other revenues have been forecasted to remain static.

Recurring & Non-Recurring Expenses in a Consolidation

Salaries and benefits expenses—representing approximately 85% of the recurring costs—are expected to continue to increase at a 5% annual amount, to provide for salary adjustments and related healthcare cost increases. Professional fees should be significantly reduced and stabilized once the Jordanelle lawsuit has been settled. Other recurring costs are forecasted to increase 1% annually. The 2018 budget includes the expenditure of Wasatch County EMS funds to acquire an ambulance.

Combined Revenue & Expenses

Those revenue and expense items that were recognized between WCFD and WCEMS have been eliminated in the forecast. This will result in the EMS Revenue category being eliminated on the WCFD section, and the related Wage & Benefit category being eliminated on the WCEMS section. It is anticipated that additional savings will be realized through the consolidation of offices, computer systems, telephone systems, the combination of liability insurance programs, and communications (radios and pagers) costs. However, the reduction of these costs was not included in the forecast.

Based on historical data, the next figure presents the combined revenues and expenditures of the Wasatch County Fire District and Wasatch County EMS, and includes a five-year forecast based on the assumptions described previously. This also assumes retention of the current staffing models.

Figure 19: Combined WCFD/WCEMS Status Quo Revenue & Expense Projections (2019–2023)

	Budget		Projected Revenue & Expenses			
Revenue & Expenses	2018	2019	2020	2021	2022	2023
Property taxes	2,916,200	3,057,245	3,205,342	3,360,844	3,524,122	3,695,563
Transport fees	902,307	947,422	994,793	1,044,533	1,096,760	1,151,598
Plans & inspections	125,000	125,000	125,000	125,000	125,000	125,000
Cell tower revenue	17,400	17,400	17,400	17,400	17,400	17,400
Office lease	56,000	56,000	56,000	56,000	56,000	56,000
Total Recurring Revenue:	\$4,016,907	\$4,203,067	\$4,398,535	\$4,603,777	\$4,819,282	\$5,045,558
Fire warden	32,000	32,000	32,000	32,000	32,000	32,000
Grants	12,200	12,200	12,200	12,200	12,200	12,200
Interest	24,100	24,100	24,100	24,100	24,100	24,100
Other	36,805	36,805	36,805	36,805	36,805	36,805
Penalties & interest	2,000	2,000	2,000	2,000	2,000	2,000
Total Non-Recurring:	\$107,105	\$107,105	\$107,105	\$107,105	\$107,105	\$107,105
TOTAL REVENUE:	\$4,124,012	\$4,310,172	\$4,505,640	\$4,710,882	\$4,926,387	\$5,152,663
Salaries	2,225,982	2,337,281	2,454,145	2,576,853	2,705,695	2,840,980
Taxes & benefits	1,061,024	1,114,075	1,169,779	1,228,268	1,289,681	1,354,165
Total Salaries & Benefits:	3,287,006	3,451,356	3,623,924	3,805,121	3,995,376	4,195,145
Supplies	231,666	233,983	236,323	238,686	241,073	243,484
Services	442,275	381,047	384,858	388,707	392,594	396,520
Utilities	45,117	45,568	46,023	46,484	46,949	47,418
Repairs & maintenance	208,039	210,120	212,221	214,343	216,486	218,651
Total Recurring Expense:	\$4,014,103	\$4,322,074	\$4,503,349	\$4,693,341	\$4,892,478	\$5,101,218
Capital	438,100	—	—	—	—	—
Contingencies	2,000	2,000	2,000	2,000	2,000	2,000
Total Non-Recurring:	\$440,100	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
TOTAL EXPENSES:	\$4,654,203	\$4,324,074	\$4,505,349	\$4,695,341	\$4,894,478	\$5,103,218
Net Gain or Loss:	-\$530,191	-\$13,902	\$292	\$15,541	\$31,909	\$49,445

Discussion of the Financial Aspects of Consolidation

The preceding figure indicates that a consolidation of WCEMS into the Wasatch County Fire District may be feasible from a fiscal perspective, albeit with minimal net gain from a financial perspective. Additionally, this model assumes the *status quo* of emergency operations and staffing levels. Therefore, if staffing and other infrastructure and services are increased, it will be necessary to acquire additional revenue to account for any changes.

CAPITAL FACILITIES & APPARATUS

The following section describes the features of the five WCFD fire stations, and the apparatus assigned to each. This is followed by more detailed descriptions on WCFD's apparatus and vehicles.

Facilities

The following figures list specific details on each of WCFD's five fire stations. With the exception of the Jordanelle Station, each of the other fire stations is owned by Wasatch County (instead of the District).

Figure 20: Heber City Station

Address/Physical Location: 80 West 100 South, Heber City, UT 84032



General Description:

The station is 28 years old, and located in a central portion of Heber City. While there is ample space for apparatus, and a large meeting room, there are no quarters for sleeping. There are two small rooms; one with kitchen facilities, and another in an office format. Both are very small and limited in capacity.

Structure

Construction Type	Metal beams and siding (Type 1)			
Date of Construction	1990			
Seismic Protection	None			
Auxiliary Power	None			
General Condition	Fair			
Apparatus Bays	1	Back-in bays	4	Drive-through bays
Special considerations (ADA, etc.)	None			
Square Footage	7,200			

Facilities Available

Separate Rooms/Dormitory/Other	☐	Bedrooms	☐	Beds	☐	Beds in dormitory
Maximum station staffing capability	No living quarters; volunteer station					
Exercise/Workout Facilities	None					
Kitchen/Dormitory	Kitchen					
Individual Lockers/Storage Assigned	None					
Shower Facilities	None					
Training/Meeting Rooms	Yes, meeting and training facilities					
Washer/Dryer	Yes					

Safety & Security

Sprinklers and/or Smoke Detection	None
Decontamination/Biohazard Disposal	None
Security	Door-code access
Apparatus Exhaust System	None

Figure 21: Jordanelle Station**Address/Physical Location:** 10420 N. Jordanelle Parkway Blvd., Heber City, UT 84032**General Description:**

This is a large station with ample facilities and offices, and serves as the headquarter station. The basement is leased to the Utah Highway Patrol. Its location is distant from the more populated areas, although future new construction of multistory buildings will make this station more strategic.

Structure

Construction Type	Brick and mortar (Type 3)		
Date of Construction	1999		
Seismic Protection	As per code at time of construction		
Auxiliary Power	Yes		
General Condition	Good		
Apparatus Bays	0	Back-in bays	4 Drive-through bays
Special considerations (ADA, etc.)	ADA and built to code 1999		
Square Footage			

Facilities Available

Separate Rooms/Dormitory/Other	7	Bedrooms	7	Beds	N/A	Beds in dormitory
Maximum station staffing capability	7					
Exercise/Workout Facilities	Yes					
Kitchen/Dormitory	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	Yes					
Washer/Dryer	Yes					

Safety & Security

Sprinklers and/or Smoke Detection	Both
Decontamination/Biohazard Disposal	Decontamination room
Security	Key code and card access
Apparatus Exhaust System	No

Figure 22: Midway Station**Address/Physical Location:** 100 West 32 North, Midway City, UT 84049**General Description:**

Station is currently being remodeled by department members who are installing living quarters, including a kitchen, day room and 4 sleeping quarters. Apparatus floor houses an ambulance, ladder/pumper, reserve engine, tower ladder, SCBA filling station & compressor, and commercial washer and dryer.

Structure

Construction Type	Brick and mortar/steel (Type 1 and 3)			
Date of Construction	2016			
Seismic Protection	As per code			
Auxiliary Power	No			
General Condition	Excellent			
Apparatus Bays	3	Back-in bays	0	Drive-through bays
Special considerations (ADA, etc.)	As per code			
Square Footage	8,128			

Facilities Available

Separate Rooms/Dormitory/Other	4	Bedrooms	4	Beds	N/A	Beds in dormitory
Maximum station staffing capability	4					
Exercise/Workout Facilities	Not at current time					
Kitchen/Dormitory	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	Yes					
Washer/Dryer	Yes					

Safety & Security

Sprinklers and/or Smoke Detection	Both					
Decontamination/Biohazard Disposal	None					
Security	Key-code access					
Apparatus Exhaust System	None					

Figure 23: Timber Lakes Station**Address/Physical Location:** 2085 Timberlakes Drive, Heber City, UT 84032**General Description:**

A three-bay station of ordinary construction, with two drive-through bays. This station serves solely as an apparatus storage facility. There are no living, office or separate equipment storage spaces in the facility. Houses an ambulance, Type 1 engine, a Type 6 brush unit, and two water tenders (2,000 and 3,000 gallons).

Structure

Construction Type	Brick and mortar (Type 3)		
Date of Construction	2015		
Seismic Protection	As per code at construction		
Auxiliary Power	None		
General Condition	Good		
Apparatus Bays	0	Back-in bays	3 Drive-through bays
Special considerations (ADA, etc.)	Storage only with one restroom		
Square Footage			

Facilities Available

Separate Rooms/Dormitory/Other	0	Bedrooms	0	Beds	N/A	Beds in dormitory
Maximum station staffing capability	No sleeping quarters					
Exercise/Workout Facilities	None					
Kitchen/Dormitory	None					
Individual Lockers/Storage Assigned	None					
Shower Facilities	None					
Training/Meeting Rooms	None					
Washer/Dryer	None					

Safety & Security

Sprinklers and/or Smoke Detection	Sprinkler protection
Decontamination/Biohazard Disposal	None
Security	Key-code access
Apparatus Exhaust System	None

Figure 24: Wallsburg Station**Address/Physical Location:** 130 E 300 S., Wallsburg, UT 84082**General Description:**

Built in 1974, this station originally had three back-in bays, with two additional deeper bays added in 2016. The station lacks bathroom, kitchen, office, and other facilities. Essentially, it is a large garage. ESCI found the station to be cluttered and unkempt, and the apparatus did not appear to be well maintained.

Structure

Construction Type	Steel beams and siding		
Date of Construction	1974 with an addition 2016		
Seismic Protection	As per code at construction and addition		
Auxiliary Power	None		
General Condition	Fair		
Apparatus Bays	5	Back-in bays	o Drive-through bays
Special considerations (ADA, etc.)	None		
Square Footage	Not reported		

Facilities Available

Separate Rooms/Dormitory/Other	o	Bedrooms	o	Beds	N/A	Beds in dormitory
Maximum station staffing capability	Volunteer only					
Exercise/Workout Facilities	None					
Kitchen/Dormitory	None					
Individual Lockers/Storage Assigned	None					
Shower Facilities	None					
Training/Meeting Rooms	None					
Washer/Dryer	None					

Safety & Security

Sprinklers and/or Smoke Detection	None
Decontamination/Biohazard Disposal	None
Security	Key-code access
Apparatus Exhaust System	None

Facilities Discussion

The Heber City Fire Station is more than 28 years old, and does not currently have sleeping quarters. Full-time personnel must use the Midway Fire Station at night (usually after 6 pm) until such time that the Heber City Fire Station can be remodeled or upgraded. The Jordanelle Fire Station is an excellent facility that is well designed. The Midway Station is only two years old and in excellent condition. Both the Timber Lakes and Wallsburg stations are essentially apparatus garages, and do not have additional storage space, bathroom facilities, kitchens, or other amenities typically found in modern fire stations.

Apparatus & Vehicles

Fire apparatus are typically unique pieces of equipment, often very customized to operate efficiently in a narrowly defined mission. An engine (pumper) may be designed such that the compartments fit specific equipment and tools, with virtually every space on the truck designated in advance for functionality. This same vehicle, with its specialized design, cannot be expected to function in a completely different capacity, such as a hazardous materials unit or a rescue squad. For this reason, fire apparatus are very expensive and offer little flexibility in use and reassignment. As a result, communities across the country have sought to achieve the longest life span possible for these vehicles.

The Wasatch County Fire District maintains a relatively large fleet of frontline and reserve apparatus assigned to its five fire stations. These include engines (pumpers), wildland apparatus, aerial apparatus, and other specialty vehicles. WCFD apparatus call signs/numbers are preceded by their respective stations. For example, "Jordanelle Engine 1" and "Midway Engine 1."

Apparatus Assigned to Heber City Station

The Heber City Station (and Midway at night) is staffed with career firefighters 24 hours daily, and houses a ladder, structural engine, rescue, and two wildland engines.

Figure 25: Heber City Station Apparatus

Apparatus Designation	Type	Make/Model	Year	Condition	Mileage	Pump Capacity	Tank Capacity
Heber Ladder 1	Aerial	Peirce	1999	Good	14,659	1500	300
Heber Engine 2	Pumper	Seagrave	2007	Good	23,048	1500	750
Heavy Rescue	Rescue	Freightliner	1995	Good	25,773	250	500
Heber Engine 3	Wildland	Ford	2000	Fair	27,058	250	500
Heber Engine 5	Wildland	Ford	1991	Fair	23,575	250	300
Heber Engine 631	Wildland	Chevrolet	1980	Fair	9,890	250	300

Apparatus Assigned to Jordanelle Station

The Jordanelle Station, which is staffed with career firefighters 24 hours daily, houses a wildland engine, structural engine (pumper), and new aerial apparatus.

Figure 26: Jordanelle Station Apparatus

Apparatus Designation	Type	Make/Model	Year	Condition	Mileage	Pump Capacity	Tank Capacity
JN Engine 1	Wildland	Ford	2011	Good	30,875	250	500
JN Engine 2	Pumper	International	2001	Good	32,120	1250	500
Ambulance 1	Type III	Ford	2010	Good	64,693	N/A	N/A
JN Ladder 1	Aerial	Peirce	2018	Excellent	2,010	1500	750

Apparatus Assigned to Midway Station

The Midway Station is currently staffed with career personnel from the Heber City Station at night (since there are no sleeping quarters at Heber City), with volunteer firefighters and houses a structural and wildland engine.

Figure 27: Midway Station Apparatus

Apparatus Designation	Type	Make/Model	Year	Condition	Mileage	Pump Capacity	Tank Capacity
Midway Engine 7	Pumper	Ford	1981	Fair	18,485	1250	500
Midway Engine 1	Wildland	Ford	1992	Fair	22,755	250	300
Midway Engine 9	Utility	Ford	1971	Fair	9,828	N/A	N/A
Midway Ladder 1	Aerial	Mack	1971	Fair	10,371	N/A	N/A

Apparatus Assigned to Timber Lakes Station

The Timber Lakes Station is staffed by volunteer firefighters and houses a structural and wildland engine.

Figure 28: Timber Lakes Station Apparatus

Apparatus Designation	Type	Make/Model	Year	Condition	Mileage	Pump Capacity	Tank Capacity
TL Engine 1	Pumper	Ford/Pierce	1981	Fair	62,195	500	600
TL Tanker 616	Tanker	AG	2008	Unknown	3,830	250	4,000
TL Tender 603	Tender	AG	1986	Unknown	26,024	250	1,200
TL Engine 604	Wildland	Ford	1996	Unknown	78,221	250	300
TL Engine 653	Wildland	Chevrolet	1970	Unknown	12,941	250	300

Apparatus Assigned to Wallsburg City Station

The Wallsburg City Station houses a structural and wildland engine, and is staffed by volunteer firefighters.

Figure 29: Wallsburg City Station Apparatus

Apparatus Designation	Type	Make/Model	Year	Condition	Mileage	Pump Capacity	Tank Capacity
WB Engine 2	Pumper	FMC	1987	Fair	26,581	1250	500
WB Tender	Pumper	AG	1985	Unknown	1,743	250	1200
WB Engine 1	Wildland	Ford	1999	Good	78,919	250	500
WB Engine 612	Wildland	Chevrolet	1985	Unknown	62,541	250	300

Apparatus Age & Condition

The following figure lists the combined average age and mileage of the Wasatch County Fire District frontline apparatus and vehicles.

Figure 30: Average Age & Mileage of WCFD Apparatus

Apparatus Type	Average Age	Average Mileage
Structural Engines	28 years	24,579
Wildland Engines	20 years	26,177
Aerial Apparatus ¹	22 years	9,006
Other Vehicles	21 years	43,431
All Apparatus Combined:	24 years	25,798

¹Includes a 2018 ladder truck at the Jordanelle Station

The preceding figure indicates that the combined average age of WCFD's structural and wildland engines tend to be older. The average age of the aerial apparatus is somewhat misleading, as there are only two of these apparatus. While one was built in 1999, the other is new and built in 2018. Those in the "Other Vehicles" category consist of rescues, tenders, and other vehicles.

While the age of fire apparatus and vehicles can be a factor in the status of their condition, likely mileage—and pump hours on engines—may be more significant. For example, a five-year-old apparatus with 100,000 miles is probably in worse condition than a ten-year-old apparatus with 5,000 miles.

Apparatus & Vehicle Maintenance

Unfortunately, no mechanical piece of equipment can be expected to last forever. As a vehicle ages, repairs tend to become more frequent, parts more difficult to obtain, and downtime for repair increases. Given the emergency mission that is so critical to the community, this factor of downtime is one of the most frequently identified reasons for apparatus replacement.

Minor apparatus maintenance is done by WCFD on-duty firefighters. More complex maintenance is done by the Wasatch County Public Works Department. Major repairs and maintenance requiring a higher level of expertise is done by *Apparatus Equipment & Service, Inc.* (AES) in Salt Lake City. AES is a full-service maintenance and repair company specializing in fire apparatus and emergency services vehicles.

Apparatus Replacement Planning

Because of the large expense of fire apparatus, most communities find the need to plan for the cost of replacement. To properly do so, agencies often turn to the long-accepted practice of establishing a life cycle for the apparatus which results in a replacement date being anticipated well in advance. Forward thinking organizations then set aside incremental funds during the life of the vehicle so replacement dollars are ready when needed. Currently, the Wasatch County Fire District does not have a formal apparatus or capital equipment replacement plan.

Life Cycle Theory of Vehicle Replacement

The *Life Cycle Theory of Vehicle Replacement* establishes vehicle classes and benchmarks based on practical, empirical information that is easy to observe and verify. This method is often used by fire departments due to its simplicity and ease of understanding. One example of vehicle classification is shown in the following figure.¹³

Figure 13: Vehicle Classification Based on Condition

Condition	Characteristics	
Excellent	• < Five years old. • < 800 engine hours. • < 25,000 miles if not used in stationary applications. • No known mechanical defects.	• Very short downtime and very little operating expense. • Excellent parts availability. • Very good resale value. • Meets all NFPA 1911 safety standards.
Very Good	• > Five, but fewer than 10 years old. • > 800, less than 1,600 engine hours. • > 25,000 but fewer than 50,000 miles if not used in stationary applications. • No known mechanical or suspension defects present.	• Short downtime and above average operating costs. • Good parts availability. • Good resale value. • Meets all NFPA 1911 safety standards.
Good	• > 10 years but less than 15 years old. • Some rust or damage to the body or cab. • > 1,600 but fewer than 2,400 engine hours. • Some existing mechanical or suspension repairs necessary.	• Downtime and operational costs are beginning to increase but not terribly above the average. • Parts are still available but difficult to find. • Resale value decreasing. • Meets NFPA 1911 safety standards.
Fair	• > 15 but fewer than 20 years old. • Rust, corrosion, or body damage apparent on body or cab. • > 2,400 engine hours. • > 75,000 but fewer than 100,000 miles if not used in stationary applications. • Existing mechanical or suspension repairs necessary.	• Downtime is increasing, and operational costs are above the historical average. • Parts are becoming harder to find and/or obsolete. • Very little resale value. • Does not meet all NFPA 1911 safety standards.
Poor	• > 20 years old. • Rust, corrosion, or damage to body of cab impacting apparatus use. • > 2,400 engine hours or 100,000 miles. • Existing mechanical/suspension problems affecting apparatus operation.	• Downtime is exceeding in-service availability. • Operational costs are exceeding the resale value of the apparatus. • Parts are obsolete. • Does not meet NFPA 1911 safety standards.

Unit Workload Theory of Vehicle Replacement

A review of workload by response unit can reveal much about response time performance. Although fire stations and response units may be distributed in a manner to provide quick response, that level of performance can only be obtained when the response unit is available in its primary service area. If a response unit is already on an incident and a concurrent request for service is received, a more distant response unit will need to be dispatched, and this will increase response times. Based on the information provided by the District, unit workload could be a factor in the current replacement plan.

Economic Model of Vehicle Replacement

The *Economic Theory of Vehicle Replacement* says that, as a vehicle ages, the cost of capital diminishes and its operating cost increases. The combination of these two costs produces a total cost-of-ownership curve. The model suggests the optimal time to replace any piece of apparatus is when the operating cost begins to exceed the capital cost. Thus, the optimal replacement time may not be a *fixed point*, but rather a *range over time*.

Shortening the replacement cycle to this window allows an apparatus to be replaced at optimal savings to the department. If an agency does not routinely replace equipment in a timely manner, the overall reduction in replacement spending can result in a quick increase of maintenance and repair expenditures. Officials, who assume that deferring replacement purchases is a good tactic for balancing the budget, need to understand two possible outcomes that may happen because of that decision:

1. Costs are transferred from the capital budget to the operating budget.
2. Such deferral may increase overall fleet costs.

Regardless of its net effect on current apparatus costs, the deferral of replacement purchases unquestionably increases future replacement spending need.

TRAINING PROGRAM

Delivering safe and effective fire and emergency services requires a well-trained work force. Initial, ongoing, and high-quality training and education is critical for agency effectiveness and the safety of its personnel. Without it, the community may experience poor outcomes and/or citizen or emergency responder injury or death.

The initial training of newly hired firefighters is essential. It requires a structured recruit training program and testing process; after which regular ongoing verifiable training must be conducted to ensure skill and knowledge retention and competency. Delivering high-quality training requires dedicating significant internal training resources, and/or contracting with outside agencies and providers for these services. Effective training requires specific written objectives, lesson plans, and methods to verify learning knowledge comprehension and retention.

Nationally, volunteer fire departments comprise the majority of the fire service. With that said, today's fire service is finding it more difficult to recruit, hire, and retain volunteer firefighters. A volunteer firefighter fact sheet authored by the *National Volunteer Fire Council* in 2017 noted:

The number of volunteer firefighters in the U.S. reached a low in 2011. While there has been a slow increase since then, the growth isn't enough to meet the steady increase in call volume, which has tripled in the last 30 years due in large part to the increase in emergency medical calls. Major factors contributing to recruitment challenges include increased time demands, more rigorous training requirements, and the proliferation of two-income families whose members do not have time to volunteer. Fire departments today are also expected to provide a wide range of services and multi-hazard response, creating further challenges for resource-constrained departments.

WCFD's experience in recruiting and retaining firefighters is consistent with this national problem. District leadership expects this problem to continue into the foreseeable future, with continued significant population growth, along with other demographic and generational changes.

A significant challenge in delivering District training is the significant distance between fire stations. This is often exacerbated by inclement weather during the winter months, making it difficult to balance timely response availability with valuable training and teamwork building activities between career and volunteer personnel. Currently, volunteers from all outlying stations muster at the Heber station on drill nights for training.

In the following section, ESCI reviewed WCFD's training program, resource allocation, schedule, training documents, and practices. ESCI then compared them to national standards and best practices, and made recommendations accordingly.

Training Resources & Methodology

Delivering high-quality training to fire and EMS personnel requires providing instructors with specific resources and adequate facilities. At present, there is no dedicated training ground, classroom facility or specialized props are immediately available to the District to support and augment basic firefighter training—including live fire props and fire evolution props (e.g., roof ventilation, forcible entry props, etc.). All props and associated equipment were obtained from working with the fire and rescue academy.

General Training Competencies

Along with required tools, props and facilities, standardized training is another critical component in providing the necessary emergency response training throughout the organization. This should be based on established standards, best practices, and a validated curriculum. There are a variety of sources for training standards. WCFD references the NFPA and *International Fire Service Training Association* (IFSTA) resources, and complies with applicable *Utah Department of Occupational Safety & Health* (UOSHA) regulations and standards. It also follows the *Utah's Bureau of Emergency Medical Services & Preparedness* requirements and standards for Emergency Medical Technicians and Paramedics.

Training Manual, Methodologies, & Scheduling

District training is coordinated and delivered primarily by the Training Officer and Assistant Training Officer. However, they do not have formal fire service instructor certifications. The Assistant Training Officer is a certified EMT instructor. Occasional outside training is provided by recognized subject matter experts, including instructors from *Utah Valley University*. WCFD does not have a standardized training manual.

The Training Officer coordinates most department training, and ensures all personnel complete mandatory skills evaluations on an annual basis. During the winter season, volunteer stations and on-duty career personnel drill and train together only once a month. The drill frequency increases to twice a month during the rest of the year. Multi-company drills and mutual-aid agency drills are infrequently conducted (less than once a year). The department's hazardous materials technicians train with the regional *Wasatch Back Hazardous Materials Team* at least once a year.

Safety is stressed during initial training; during regular drills and exercises; and at emergency scene operations. However, company officers are not trained and certified as incident Safety Officers.

New Personnel Training

Comprehensive and robust training of new fire and EMS personnel is critical to ensuring their safety and effectiveness before being authorized to respond to emergency incidents. Specific knowledge and skills for basic fireground, EMS, incident command, and other basic emergency operations must be effectively taught and retained by new employees. Due to the District's limited training resources, those seeking employment must possess Firefighter I and II certifications, HAZWOPER Awareness and Operations certification, and EMT-Basic certification prior to employment. Additionally, new firefighters are required to obtain Wildland I certification within their first year.

Incumbent & Specialized Training

After initial orientation into the WCFD, personnel are required to annually complete training in the topics listed in the next figure.

Figure 31: Required Annual Training Topics

TOPICS	TOPICS
Communications	Prevention & Preparedness
CPR	Ropes
Emergency Vehicle Operations	Salvage
Fireground Evolutions	Safety
Fireground Support	Self-Contained Breathing Apparatus (SCBA)
Forcible Entry	Search & Rescue
Hoses, Nozzles	Ventilation
Ladders	Water Supply
Overhaul	Wildland Fire Operations
Personal Protective Equipment (PPE)	EMT continuing education

The District also has access to a regional fire service training resource provided through UVU's *Emergency Services Training Division* located in Provo, Utah. This valuable resource delivers on-campus and off-campus fire service academic and practical skills training classes, taught by UVU instructors, or local instructors using UVU provided materials. WCFD appears to use this resource on a limited basis.

All personnel complete the 100 and 700 curriculum of the National Incident Management System (NIMS). Officers and command staff also complete the NIMS 200-400 curriculum. All operational personnel at WCFD are certified at the Hazardous Materials Operations level as part of their Firefighter II certification. In addition, four career members are trained to the Hazardous Materials Technician level. Due to the risk of wildfire during summer months/dry season, all personnel are trained and certified at the NFPA Wildland Firefighter I level.

Emergency medical technician (EMT) training and recertification is coordinated and delivered by the Training Officers. The department's Advanced EMTs and Paramedics work under the direction of advanced patient-care protocols.

Training Program & Administration

To function effectively, a training program must be closely monitored, supported, and funded. Administrative program support is important, along with program guidance in the form of training plans, goals, and defined objectives. The next figure reviews the WCFD training program administration and management practices.

Figure 32: Training Program Administration & Management

SURVEY COMPONENT	WCFD
Goals & objectives identified	Only for mandatory skills annually assessed
Certified instructors used	For EMS only
Annual training report produced	No
Priority by management toward training	Yes
Budget allocated to training	\$10,000
Condition of capital facilities for training admin.	Fair
Adequate office space, equipment, supplies	Yes
Clerical staff support assigned to training admin	Yes

The training provided to each individual firefighter is recorded using paper-based documentation, with applicable certification records archived in individual folders. Each training class is documented on a standard department training form signed by the employee and instructor. The Training Officer maintains a hard copy spreadsheet of all employees' progress in completing the required annual training courses.

Discussion

The WCFD Training Program operates under the supervision of a fire Captain assigned to Operations. As in any combination department, providing and tracking training to volunteer firefighters is a significant challenge. A review of WCFD training documentation revealed appropriate and consistent use of the *Fire Training Hours* subject-matter sign-off sheet. However, there was no documentation of curricula or lesson plans; specific subjects covered within a topic; or validation of skills or knowledge performance by the instructors. ESCI found that several employee-training forms were missing instructor signatures.

WCFD staff stated that training activities were previously recorded electronically, tracked, and archived. However, an *Insurance Services Office* (ISO) inspector advised the department to maintain original paper copies of all training records and certificates, as electronic copies did not satisfy the ISO requirements. As a result, the department reverted back to manually maintaining and tracking training. Returning to an electronic method of training documentation would assist the Training Officer in easily identifying and maintaining required training, certifications, and expirations for each employee.

Training delivery during drill nights is also a concern. Due to the large area covered and distance between stations, requiring all volunteers to meet in a single location strips the outlying areas of response personnel during training sessions. While this approach may help with team cohesion; sharing of information; and a reduction of the workload on the training staff, alternatives should be explored to ensure adequate response-capability for the outlying areas of the District during drill nights.

Career personnel interact with outlying stations for training on an occasional basis. Each station only drills once a month in the winter, and twice a month in the summer, limiting the amount of contact with other personnel from throughout the District.

FIRE PREVENTION & PUBLIC EDUCATION

Proactive fire prevention and life-safety code enforcement services is a key component in maintaining safety in a community, and is a much more cost-effective approach than mitigation of working fires and other emergencies. It is also a fire department's best opportunity to minimize human suffering and financial loss in the community.

The National Fire Protection Association recommends a multifaceted, coordinated risk reduction process at the community level to address local risks. This requires engaging all segments of the community, identifying the highest priority risks, and then developing and implementing strategies designed to mitigate the risks.¹⁴

A fire department needs to understand and embrace the role of fire prevention, public education, and fire code enforcement in a community's planning efforts. The fundamental components of an effective fire prevention program are listed in the following figure, accompanied by the elements needed to address each component.

Figure 33: Fire Prevention Program Components

FIRE PREVENTION PROGRAM COMPONENTS	ELEMENTS NEEDED TO ADDRESS PROGRAM COMPONENTS
Fire Code Enforcement	• Proposed construction and plans review • New construction inspections • Existing structure/occupancy inspections • Internal protection systems design review • Storage and handling of hazardous materials
Public Fire & Life Safety Education	• Public education • Specialized education • Juvenile fire setter intervention • Prevention information dissemination
Fire Cause Investigation	• Fire cause and origin determination • Fire death investigation • Arson investigation and prosecution

Fire & Life Safety Code Enforcement

Preventing fires or minimizing the impact of fires by requiring specific fire protection features in buildings is much more effective than relying on the availability and capabilities of a fire department response when a fire starts. A strong fire code enforcement program, bolstered by local adoption of current state, national and international building, and fire codes, is critical to improving fire safety in a community.

Wasatch County adopted the International Fire Code (IFC) 2015 Edition, the NFPA 13 2013 Edition, the NFPA 13R 2013 Edition, and adheres to the Utah State Fire Code Act, with local amendments. The County also adopted amendments to NFPA 13D and 13R related to installation of residential sprinkler systems.

Figure 34: Fire Prevention Code Enforcement

Survey Component	Wasatch County Fire District
Fire codes adopted	Yes
Code used	2015 Utah Fire Code
Local codes/ordinances; amendments	Local amendments; adopted Utah Code
Sprinkler ordinance in place	Only for buildings over 10,000 sq. ft.

New Construction Plan Review & Inspection

New construction and development plan reviews is the foundation of an effective fire code enforcement program. Once buildings and/or developments are completed, the fire department assumes the responsibility for protecting the structures forever. WCFD has a fundamental interest and duty to ensure all buildings and developments within its jurisdiction are properly constructed and protected, but are not participating in all plan reviews in Wasatch County.

Figure 35: New Construction Plan Review & Inspection

Survey Component	Wasatch County Fire District
FD consulted in new construction	No
Perform fire and life-safety plan review	No
Sign-off on new construction	Limited, dependent on jurisdiction
Charges for inspections or reviews	Plan reviews only
Perform existing occupancy inspections	Yes
Special risk inspections	Yes
Storage tank inspections	Yes
Key-box entry program in place?	Yes, Knox Box
Hydrant flow records maintained?	By individual water districts & city engineer

Plan Review Discussion

Until the spring of 2017, the Fire Chief was responsible for fire code plan review and code enforcement. However, significant disagreement arose between WCFD and the County Council related to application of the IFC and Utah State Fire Code residential sprinkler requirements for residential construction. The Council passed two ordinances that reduced the sprinkler requirements for residential buildings, including exempting new structures under 1,500 square feet from sprinkler requirements. Subsequently, the Council passed a resolution removing the responsibility of fire code compliance review of new building construction from WCFD and moved it solely to the purview of the County building official.

Prior to this administrative change, WCFD new construction code enforcement activities consisted of a regular review of submitted residential and commercial plans—including development plans—within the WCFD. WCFD staff relayed to ESCI that new residential development and construction plans are no longer sent to them by the County for review.

The Fire Marshal is ICC-certified to perform plan reviews but is certified to perform fire inspections and fire protection acceptance testing. Therefore, developers and builders are required to have required fire protection systems reviewed and approved by a third party before submitting plans to the County for review and approval. The Fire Chief and/or Fire Marshal perform a variety of fire code compliance inspections and acceptance testing during building construction.

General Discussion

The new commercial construction plan review process is appropriate and properly established for building permits. The Wasatch County building official processes and completes fire code plan review of new residential construction permits, but the District is no longer included in the process. The County may or may not contact the District; at best the District may have the opportunity to comment on access and water supply concerns but does not complete a proper fire and life safety review of the submitted residential plans or sign off on the authorization for issuance of the building permit.

Mandating installation of fire sprinkler systems in new and remodeled residential construction is a controversial issue in many jurisdictions. The 2009 International Residential Code (IRC) mandated the installation of fire sprinkler systems in all one and two family residential structures and dwellings. However, state and local jurisdictions regularly amend building codes to meet local needs. With that said, developers, building industry associations and lobbyists have taken the fight against requiring residential fire sprinklers in new construction to the state and local level, asserting cost prohibitive installation, ongoing maintenance costs, and overall negative cost vs. benefit. Conversely, life safety advocates, fire service associations, and insurance groups continue to push for formal adoption of residential fire sprinkler installations, citing scientific evidence, advances in cost-effective sprinkler system technology, and real-world experiences where fire sprinkler activations saved lives and property.

Scientific and real-world experience has proven the effectiveness and speed of fixed fire sprinkler systems in containing and/or extinguishing incipient fires in commercial and residential structures. As more residential systems are installed, the number of fire incidents involving residential sprinkler installations should bring clarity and consensus as to their cost effectiveness and safety.

Due to limited water supply sources and systems and relative remoteness and potential road access issues throughout Wasatch County, *ESCI recommends the District be included in the formal review and approval process of all new residential building construction permits in remote locations with inadequate fire flow.* At a minimum, consistent review of fire department access and available water supply should be conducted. To be fully effective, however, either the District should complete a fire and life safety plan review or assure that an acceptable review is completed via the County's permitting system.

Existing Occupancy Inspection Program

Existing property inspections to find and eliminate potential life hazards are an essential part of the overall fire protection system. These efforts are most effective when completed by individuals having the proper combination of training and experience, and when completed with appropriate frequency. WCFD provides existing occupancy inspections for assembly, schools, businesses, and high-risk facilities on an annual basis. Other commercial occupancies are inspected on a semi-annual basis.

WCFD is responsible for the inspection of approximately 1000 commercial and multi-family residential structures in the County. Career operations officers and crews conduct all existing occupancy inspections for the WCFD and officers complete an online company officer inspection course and practical skills assessment and conduct approximately 30 inspections per month. The District attempts to inspect all "B" occupancies every other year, and all other applicable buildings and target hazards annually.

Utilizing fire suppression personnel who are adequately trained in basic fire inspection practices is an appropriate and effective practice in some instances and doing so has the benefit of increasing inspection capabilities and frequency. Furthermore, it provides excellent opportunities for engine crew building familiarization and pre-incident planning. ESCI recommends expanding this program to incorporate the participation (as available) of volunteer firefighters as well, so they can benefit from the building familiarization and pre-planning discussions.

Fire & Life Safety Public Education Program

Providing fire and life safety education to the public to minimize the number of emergencies while training the community to take appropriate actions when an emergency occurs is essential to a fire and life safety program. Life and fire safety education provides the best chance for minimizing the effects of fire, injury, and illness to the community. WCFD does not have a formal public education program, resulting in sporadic education efforts driven by specific requests for training and presentations; although the District attempts to accommodate all education requests.

WCFD considers public education and outreach as an important part of the agency's mission. However, staff resources limit the level of attention that can be paid to the program. Generally, public education outreach is conducted only on upon request, and is not an element of a fully developed or structured program.

Public education and outreach is assigned to the Fire Marshal or other administrative staff, bolstered with the support of operations personnel on an as-needed basis. ESCI recommends WCFD expand and enhance its fire and life safety public education outreach by developing a more effectively structured program. Several commercially available public safety curriculums, lesson plans, and teaching aids are readily available.

ESCI understands WCFD allows firefighters over the age of 65 to remain on the department, fulfilling support roles exclusive of emergency response. Consideration should be given to engaging them to bolster the department's public education efforts, under the Fire Marshal's direction. Furthermore, the department should explore partnering with local businesses in sponsoring public safety education initiatives, including engaging the Chamber of Commerce, local tourism boards, and real estate associations to provide life safety and department information to new residents and businesses. ESCI believes this increased presence in the community may also have a side benefit in recruiting volunteer firefighters.

Fire Cause & Origin Investigation

Accurately determining the cause of a fire is an essential element of a fire prevention program. When fires are set intentionally, identification and/or prosecution of the responsible offender is critical in preventing additional fires and potential loss of life. Further, identifying cause and potential trends enables the department to provide specific public information and fire prevention education to prevent reoccurrence.

WCFD operations and administrative officers do not have formal certifications in arson investigation. Fire cause and origin determination in WCFD starts with the company officer on the scene of a fire, or Battalion Chief on larger incidents. At a small incident, a company officer may determine whether a fire has an obvious cause or is suspicious. If on-scene personnel view the fire as questionable or are unsure about the fire's cause, they will request assistance from the Utah State Fire Marshal, Battalion Chief, Fire Marshal, or Fire Chief. Suspected arson and fires involving significant injury or death are referred to local law enforcement and the Utah State Fire Marshal's office for investigation, cause determination, and criminal charges as appropriate.

The current procedures for investigating fires appear to be sufficient, given the size of the department and the relatively few fires experienced annually.

SERVICE DELIVERY & RESPONSE PERFORMANCE

The most important aspect of any fire department or emergency services organization is its ability to deliver services to its community when requested. This requires efficient notification of an emergency and a rapid response from well-located facilities in appropriate apparatus with a sufficient number of well-trained personnel following a well-practiced plan of action. In this section of the report, ESCI evaluates the current and historical service-delivery elements of the Wasatch County Fire District. The following categories will be addressed:

- Service Demand Study
- Resource Distribution Analysis
- Resource Concentration Study
- Response Reliability Assessment
- Response Performance Summary

Analysis of service delivery and performance is largely data-driven and subject to the integrity of available records. This analysis is dependent on the quality and accuracy of the data provided to ESCI. ESCI notes that the data provided by WCFD through the Utah State Fire Marshal's office was limited and lacked specific data elements important in conducting a thorough analysis. WCFD management does support the collection of accurate data, which enables the District's leaders to make informed decisions.

Performance Goals & Assembly of an Effective Response Force

An important component of service-delivery planning and analysis is the definition of performance goals. Without defined targets that a fire department wants to achieve, it is impossible to enable deployment of resources effectively.

The industry standard is to define response-goals by first evaluating the desires of the community, and then setting standards for achievement—typically defined in a percentile fashion (e.g., respond to structure fires within six minutes, 90% of the time). WCFD has not established response performance standards, nor has it developed a determination of what constitutes an adequate number of firefighters and apparatus at an emergency scene to meet operational needs—referred to as an *Effective Response Force* (ERF).

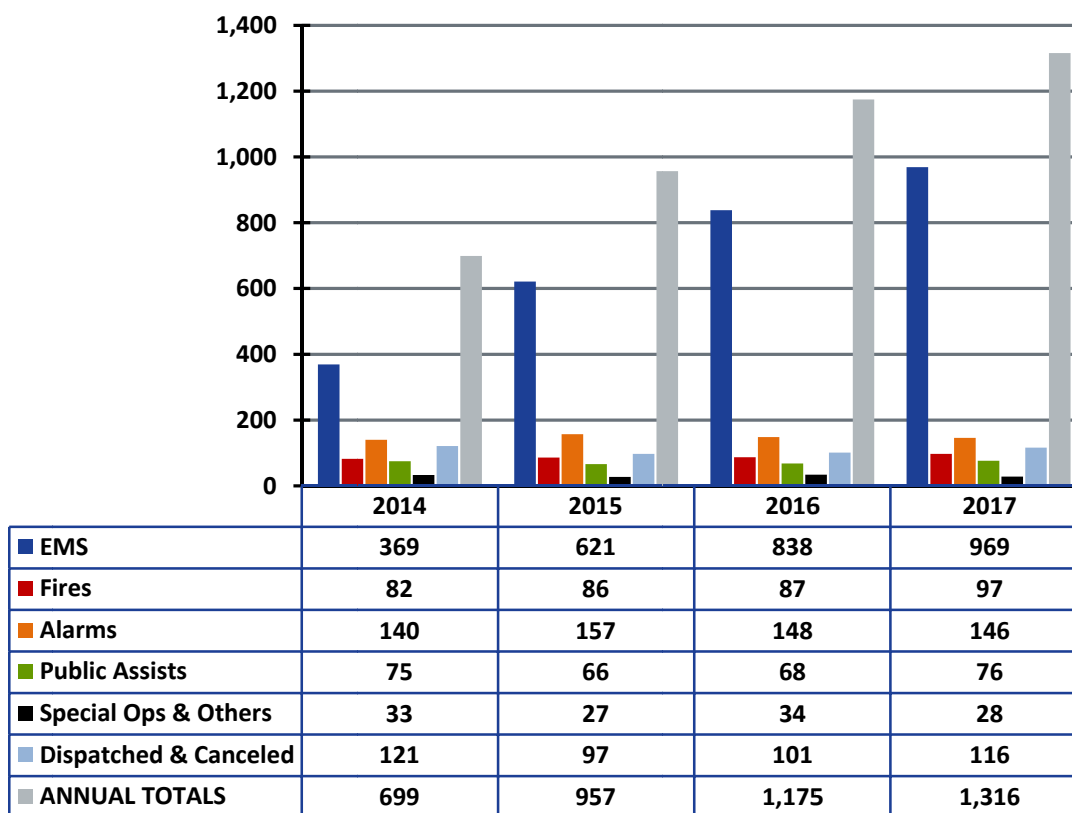
Establishing an ERF is viewed the next critical step in WCFD's planning; something that should be undertaken to establish a baseline for the placement of future fire stations and additional personnel.

Service-Demand Study

In the service-demand study, ESCI reviews the Wasatch County Fire District's historical service-demand by incident types, as well as the temporal variations. Geographical information software (GIS) is utilized to provide geographical illustrations of service demand in the WCFD study area. The following figure shows service-demand by general categories during calendar years 2014–2017. The categories were based on the type codes used in the *National Fire Incident Reporting System* (NFIRS).

Figure 36: WCFD Historical Service-Demand by Type

Source: Utah State Fire Marshal's Office



The preceding figure represents NFIRS incident data provided by the *Utah State Fire Marshal's Office* (USFMO). In this illustration, some NFIRS codes were grouped into one of the general categories (e.g., Public Assists, Special Ops & Others).

The data shows that demand for emergency medical services has substantially and steadily continued to increase annually since 2014. This is typical of most fire departments, as EMS represents the majority of service-demand. In Wasatch County, EMS calls escalated by nearly 163% between 2014 and 2017. Fires and other incident-types (false alarms, service calls, hazardous conditions, etc.) remained relatively flat over the 48-month study period. The following represents each portion of total calls by incident type during the study period. Of the total incidents dispatched, 9% were canceled prior to arrival of the WCFD apparatus.

- EMS—67%
- Fires—8%
- Alarms—14%
- Public Assists—7%
- Special Ops & Others—3%
- Dispatched & Canceled En Route—10%

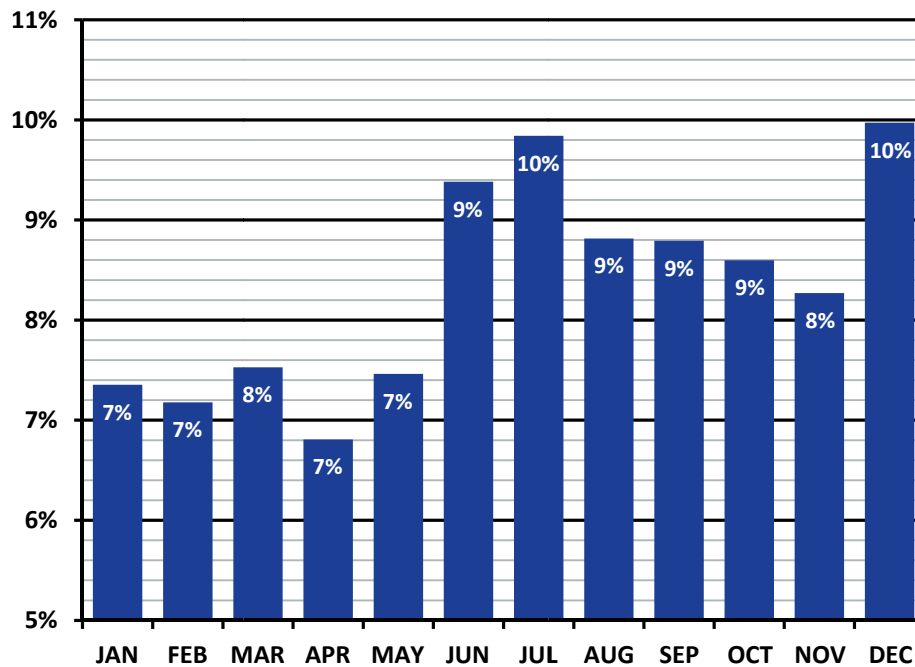
Temporal Variations

Service-Demand by Month

The following figure shows the WCFD service-demand of all incident-types by month, for the 48-month study period of 2014–2017.

Figure 37: WCFD Service-Demand by Month (2014–2017)

Source: Utah State FMO



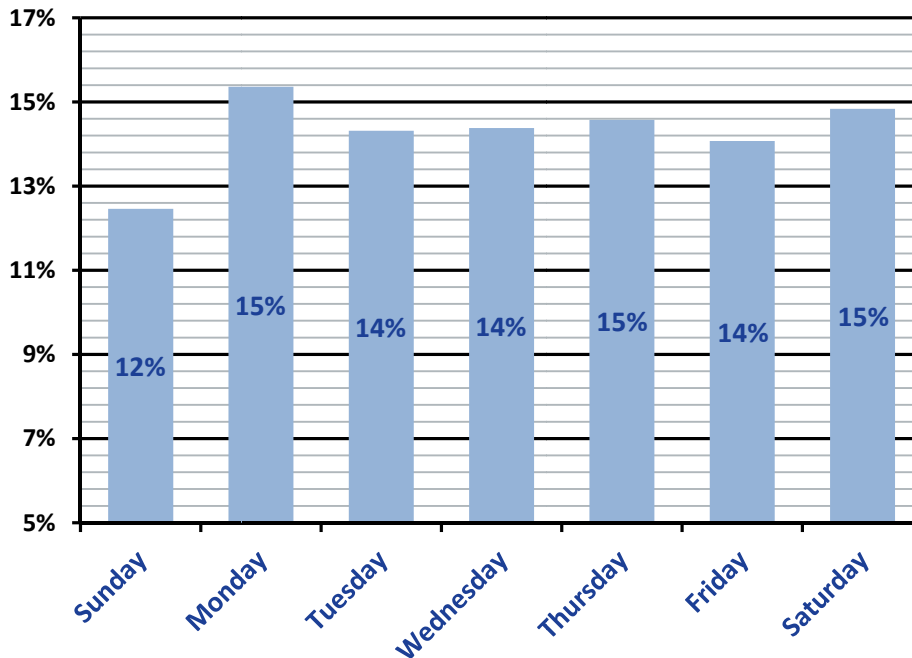
The preceding figure indicates that the months of July and December tended to have the highest demand for service. However, June, August, September, and October had a similar share of call volumes.

Service-Demand by Day-of-Week

The next figure illustrates the combined service-demand on the Wasatch County Fire District by day-of-the-week during the 48-month study period 2014–2017.

Figure 38: WCFD Service-Demand by Day-of-Week (2014–2017)

Source: Utah State FMO



Although slightly busier on Saturdays and Mondays, there were not significant differences in call volumes by day-of-the-week. Based on the data provided by the Utah State Fire Marshal's Office, the Wasatch County Fire District averaged just over three calls per day during the 48-month period between calendar years 2014 and 2017. Currently, EMS and fire calls average approximately 6.7 calls per 24 hours.

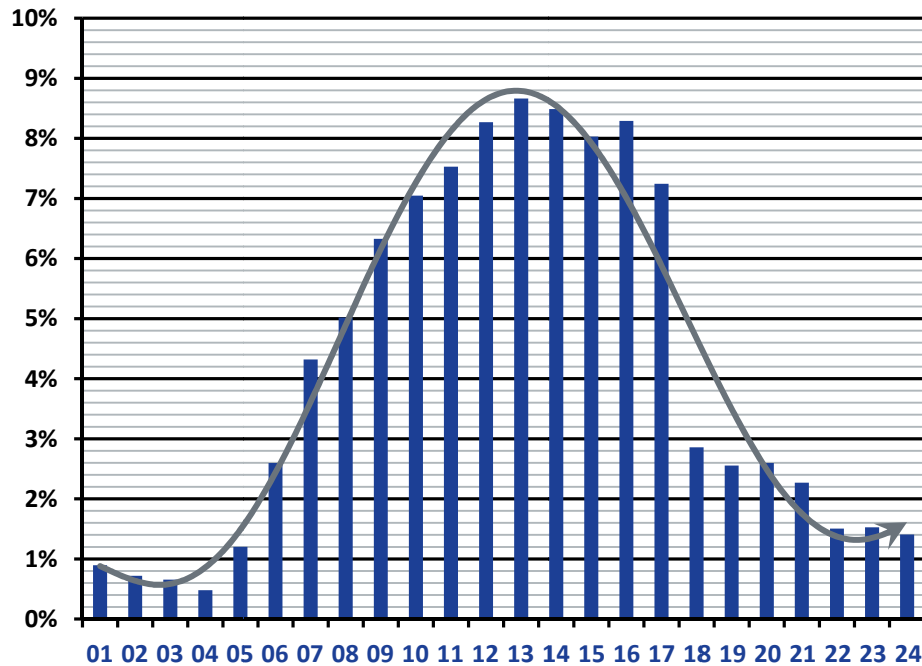
Service-Demand by Hour

The next figure shows service-demand by hour-of-the day during the combined 48-hour study period. Evaluating service-demand by the hour is an important analysis, as it can help to determine the most effective staffing model—especially when considering the addition of staffed apparatus or peak-activity units (PAU).

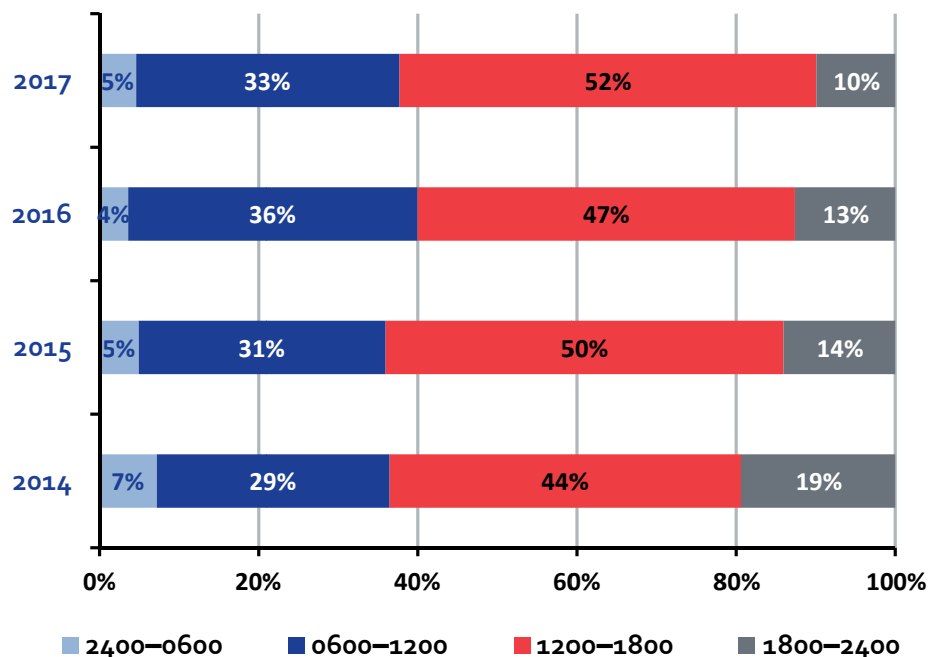
As anticipated, service-demand follows a diurnal pattern and begins to increase after 0600 hours (6 am), peaks in the early afternoon, and declines substantially after 1700 hours (5 pm). The results found in this analysis is typical of what is found in many communities, as these times are consistent with periods when human activity is at its highest. However, in ESCI's experience, service-demand in many systems tend to be higher between 1800 and 2000 hours.

Figure 39: WCFD Service-Demand by Hour (2014–2017)

Source: Utah State FMO



During 2014–2017, the busiest consecutive 12-hour periods were 0600–1800 hours and 0700–1900 hours; both representing 85% of the total daily service demand. The analysis also showed that the 12-hour interval between 1800 and 0500 hours represented about 18% of the total daily call volumes. The next figure shows historical service demand by hour for each year 2014–2017.

Figure 40: WCFD Historical Service-Demand by Hour & Year

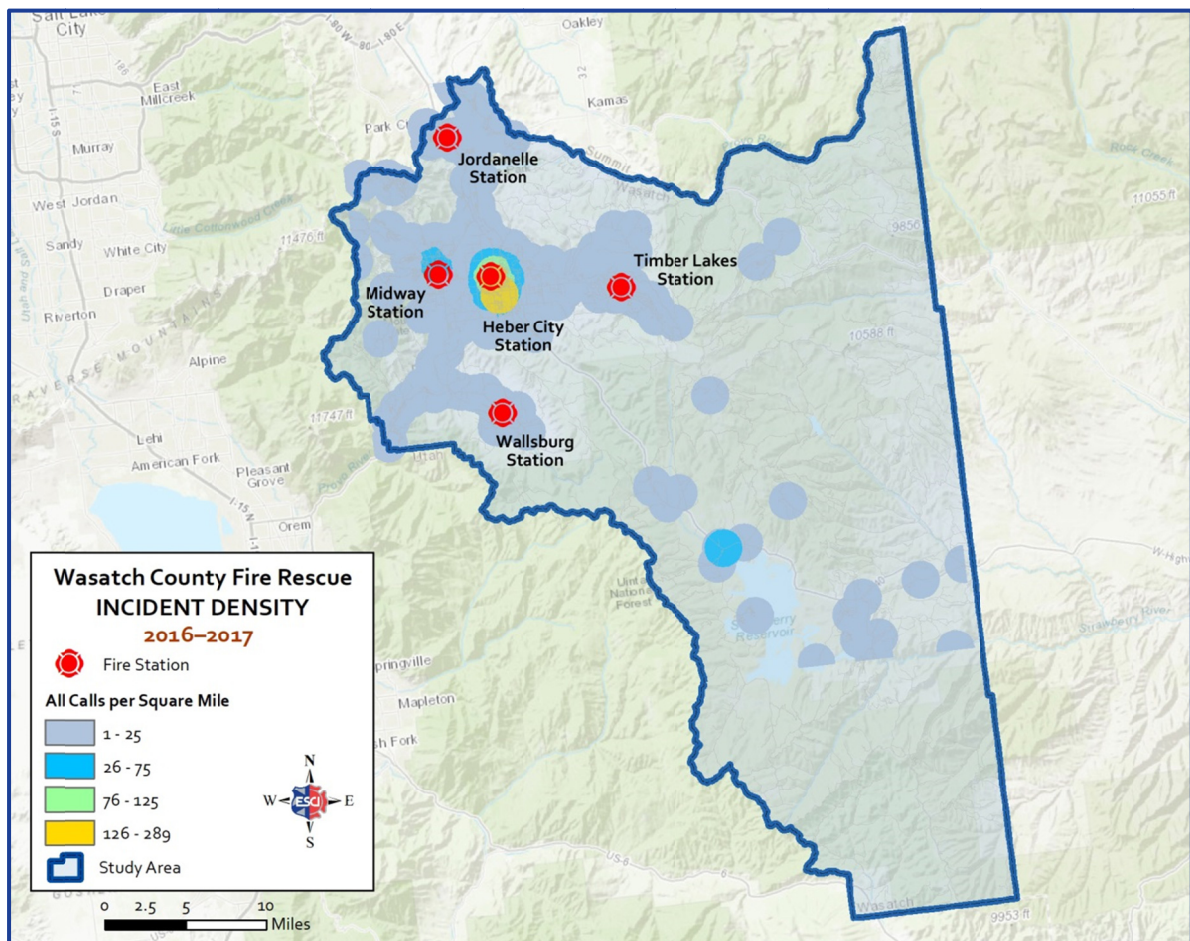
The preceding figure demonstrates that the period 0600–1800 hours consistently represented the highest 12-hour period for service demand for each year since 2014; and that 1200–1800 hours was the busiest four-hour period.

Geographic Service Demand

In addition to the temporal analysis of service demand, it is useful to evaluate the geographic distribution of the various incident types. In the following figure, incident data provided to ESCI was utilized to display the mathematical density of incidents that occurred during 2016–2017. As anticipated, the majority of calls occurred in and around Heber City, where the largest population densities exist in Wasatch County.

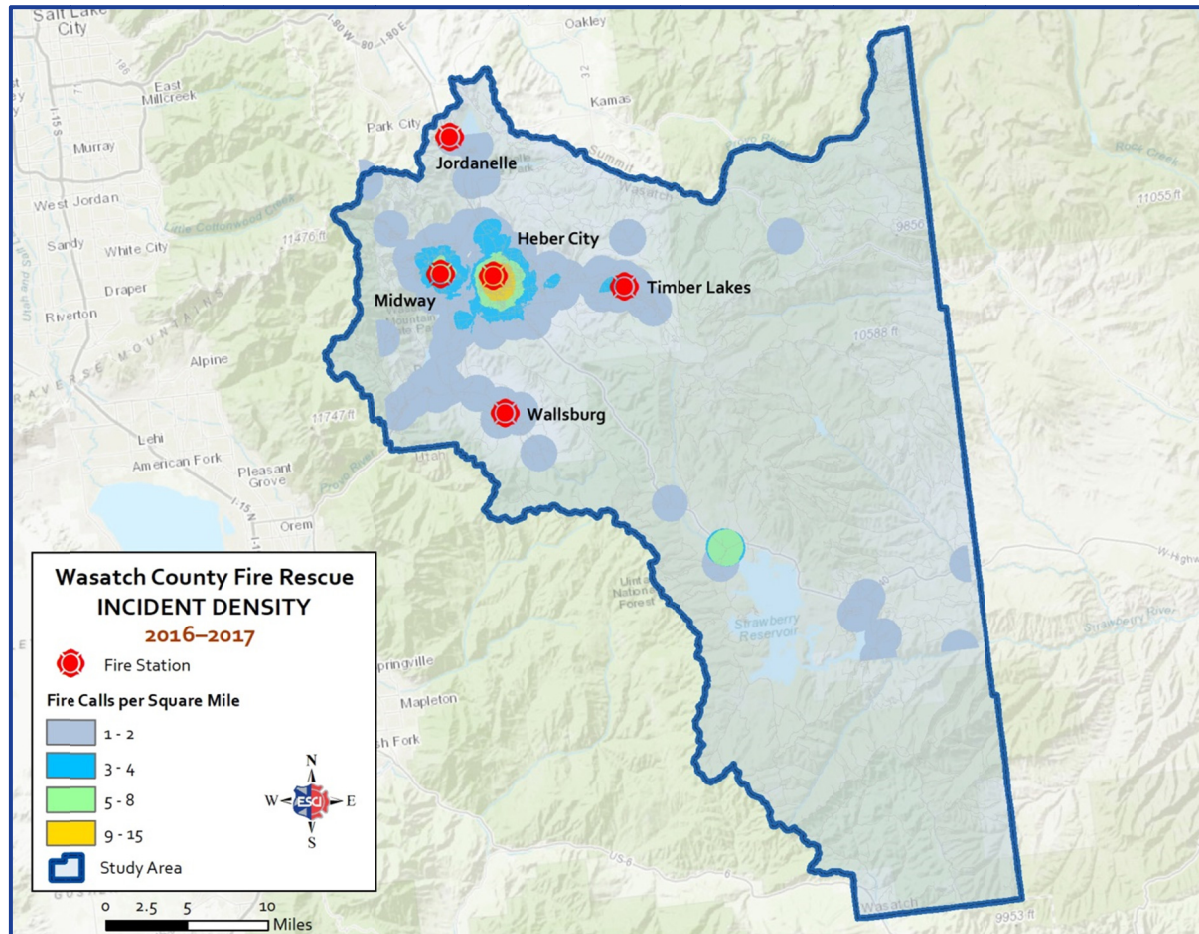
With the exception of one small location, the rural areas on the southeast end of Wasatch County tended to have the lowest call densities at 1–25 incidents per square mile. The Jordanelle, Timber Lakes, and Wallsburg City fire stations had relatively low call densities (1–25 per square mile) in those areas surrounding each of those station locations.

Figure 41: WCFD Incident Density—All Call Types (2016–2017)

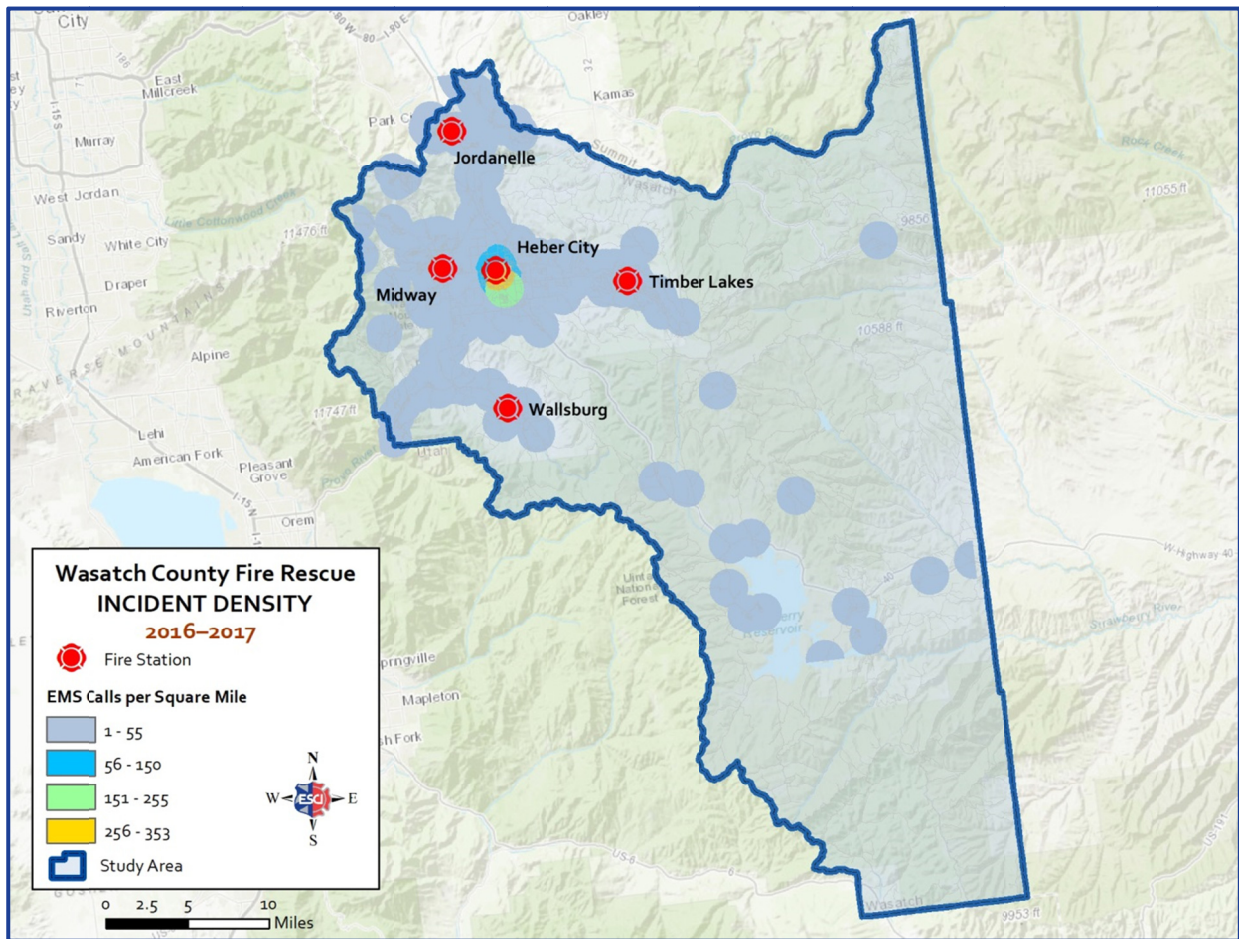


The next figure shows the incident density of fires and fire-related incidents during 2016–2017. Not surprisingly, fire incidents displayed a similar pattern to the figure showing all incidents. The map shows that most of the fires occurred around the Midway and Heber City fire stations, with incident densities ranging from 3–4 fires per square mile.

Figure 42: WCFD Incident Density—Fires Only (2016–2017)

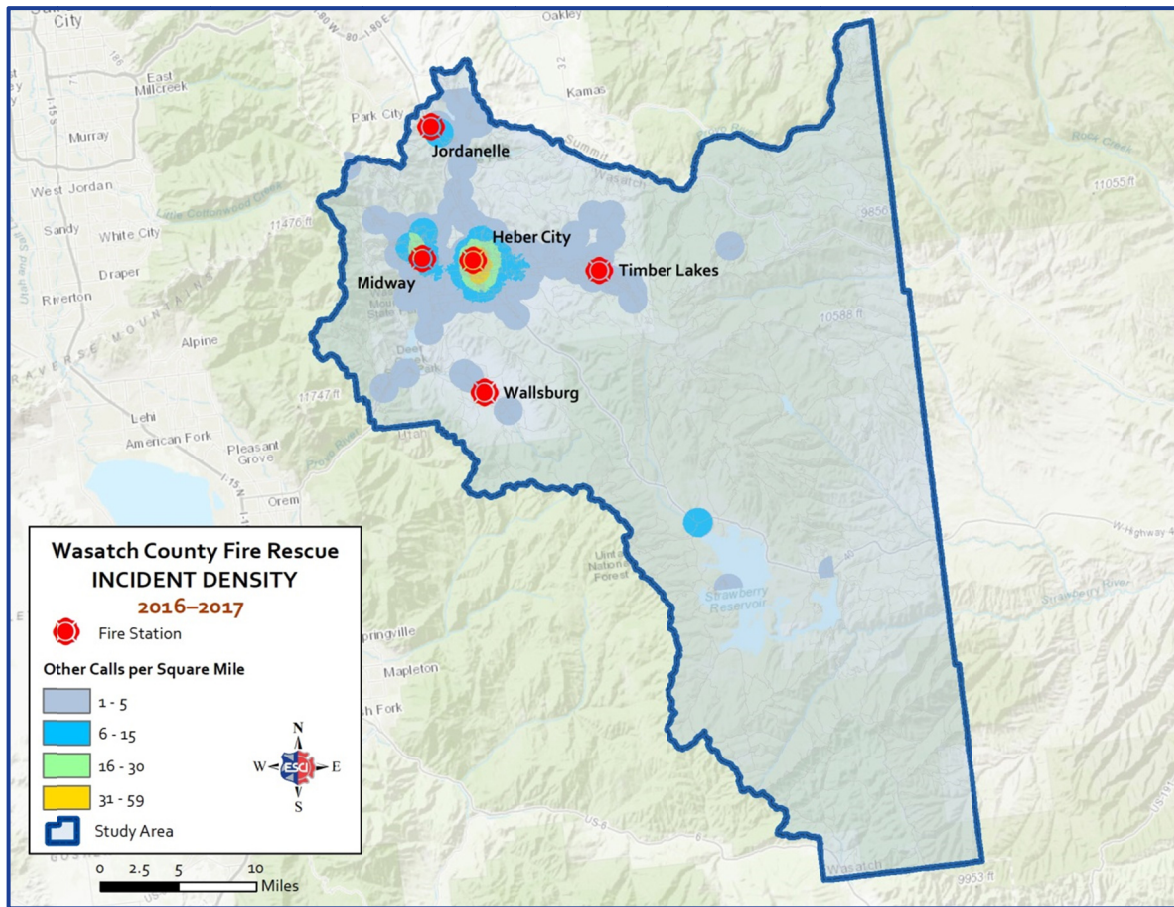


The following figure is yet another GIS display of EMS call-density during 2016–2017. The results of this analysis showed a different pattern than the preceding two figures. In this case, the highest densities of EMS incidents occurred in locations immediately surrounding the Heber City Fire Station, and particularly south of that station. Incident density ranged from 56–353 emergency medical calls per square mile over the 24-month study period.

Figure 43: WCFD Incident Density—EMS Calls Only (2016–2017)

The final incident-density image represents all “other” calls that do not entail fires, fire-related incidents, or EMS calls. Once again, these incidents follow a similar pattern found in the incident-density images for fires and all calls combined. However, there is one location in the southwest area of Wasatch County with a slightly higher density of 6–15 incidents per square mile.

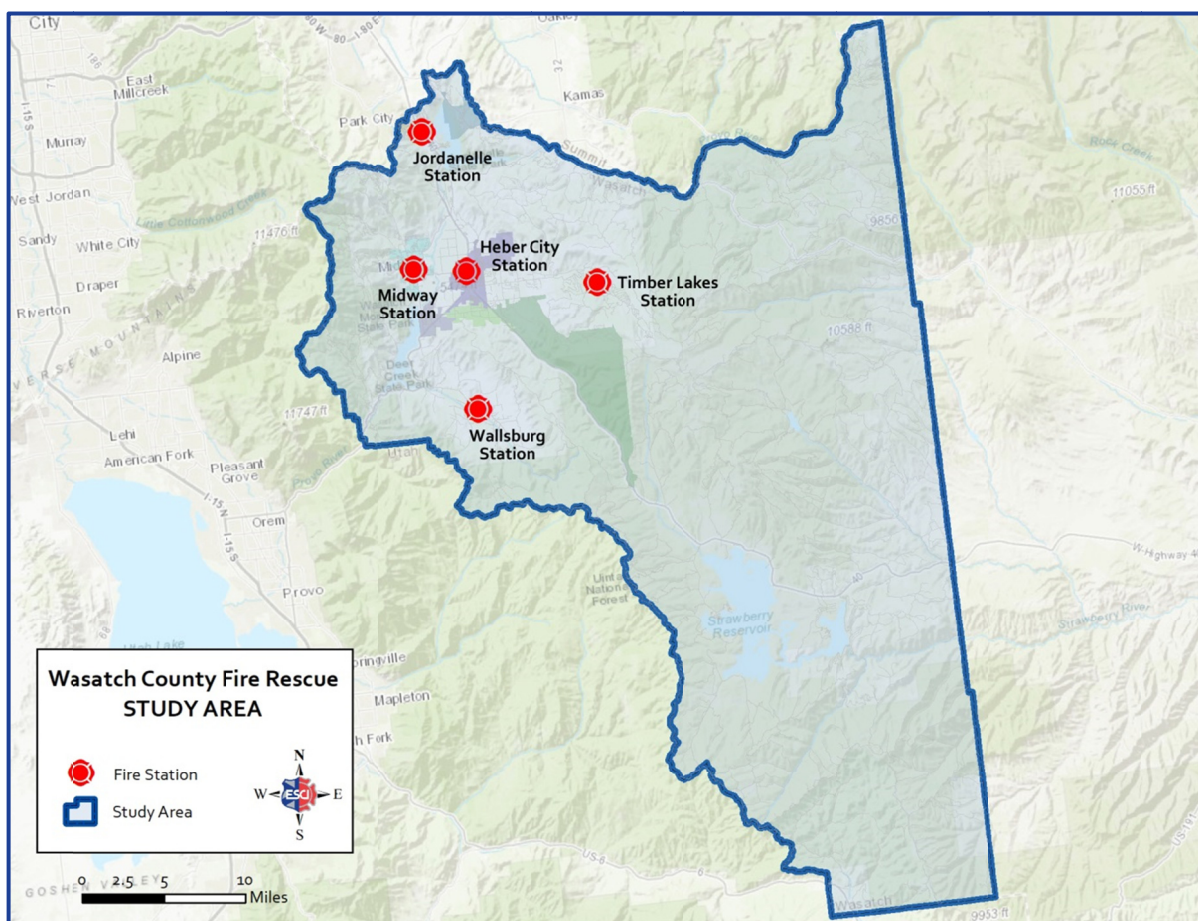
Figure 44: WCFD Incident Density—Other Calls Only (2016–2017)



Resource Distribution Analysis

The Wasatch County Fire District's primary service area encompasses the entire geographic area within the boundaries of Wasatch County; which consists of 1,207 square miles. As shown previously in this report, the following figure represents the department's service area, which encompasses the study area used in this report.

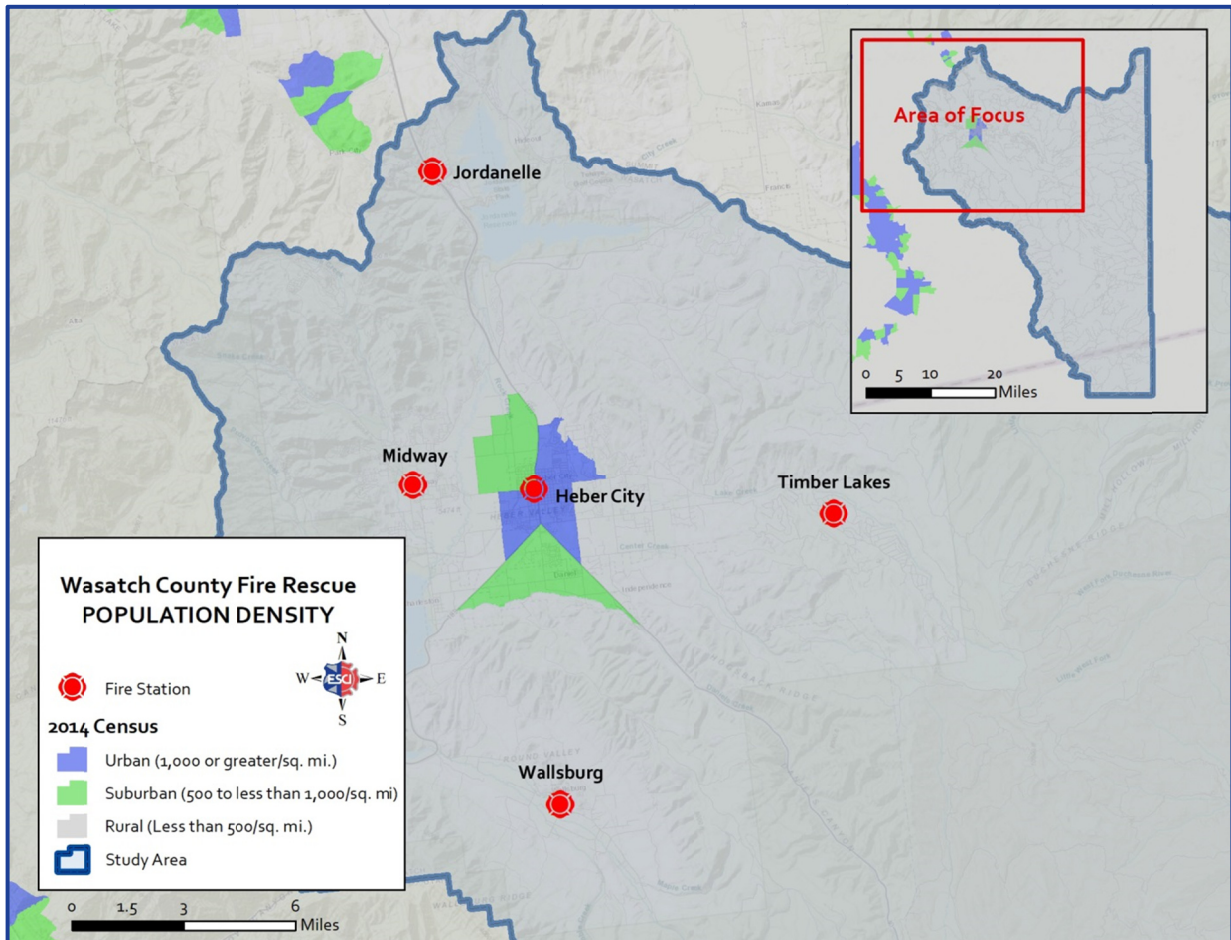
Figure 45: Wasatch County Fire District Service Area



In the next figure, ESCI uses 2014 *United States Census Bureau* data to examine population density throughout Wasatch County. This was the latest available data for use in a GIS application. As will be seen in a later section of this report, 2017 population estimates will be slightly higher than shown in the following figure. However, the differences in density are insignificant.

Figure 46: Population Density in Wasatch County

Source: U.S. Census Bureau (2014)



As shown in the preceding figure, Wasatch County is predominantly rural, with the largest population in and around Heber City. Based on 2014 census data, a large portion of Heber City has an urban population density, with suburban populations to the south and northwest of the city.

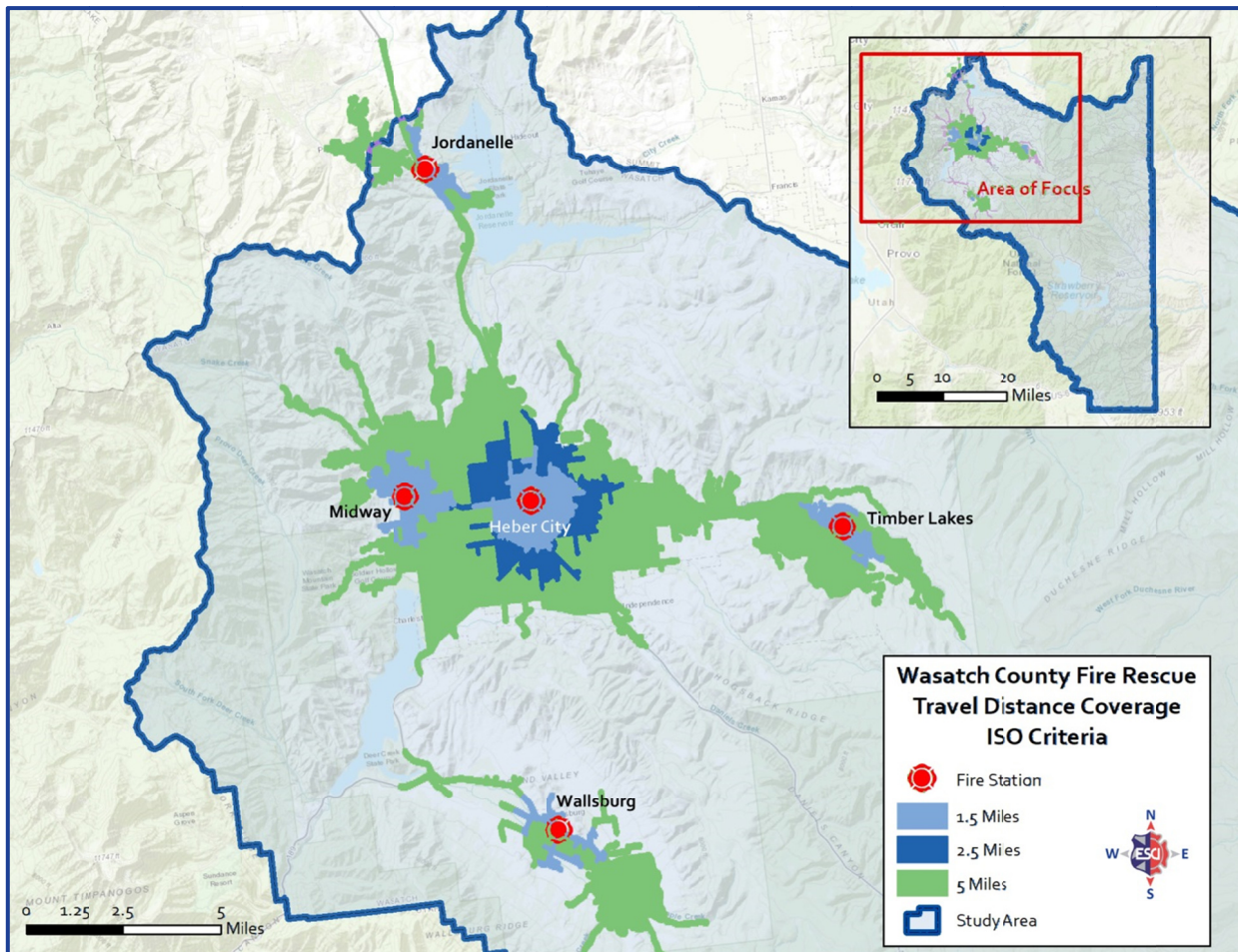
Insurance Services Office Rating

The *Insurance Services Office (ISO) Public Protection Classification (PPC®)* score was developed for communities to provide recommendations for key areas of improvement. The PPC® system is a national system used by ISO to provide insurance providers with a classification rating of a local community's fire protection. The PPC® score classifies communities based upon a rating scale of 1 (best protection) to 10 (no protection), and assesses all areas related to fire protection broken into four major categories that include: emergency dispatch and communications (10 points); water-system supply and distribution capabilities (40 points); the fire department (50 points); and Community Risk Reduction (5.5 points). The scoring system is developed using the *Fire Suppression Rating Schedule (FSRS)*, which outlines sub-categories and the detailed requirements for each area of the evaluation.

In 2015, the District was given a rating of o6/6X by ISO. The “6” class applies to communities within five road miles of a fire station, and within 1,000 feet of a fire hydrant or alternative water supply. The “X” class applies to properties beyond 1,000 feet of a fire hydrant, but within five road miles of a fire station. It is important to note that ISO PPC score only applies to suppression activities, and does not include performance and capabilities regarding EMS and other non-fire responses.

A jurisdiction’s ISO rating is an important factor when considering fire station and apparatus distribution, since it can affect the cost of fire insurance for individuals and businesses. For ISO purposes, response areas are measured at 1.5 miles of travel distance for each engine, and 2.5 miles for a ladder company (aerial apparatus) on existing roadways. For a structure to be in a protected rating for insurance purposes, it must be within five miles of a fire station. The next figure examines current station and apparatus distribution based on credentialing criteria by ISO.

Figure 47: WCFD ISO Fire Station Travel Distances Criteria

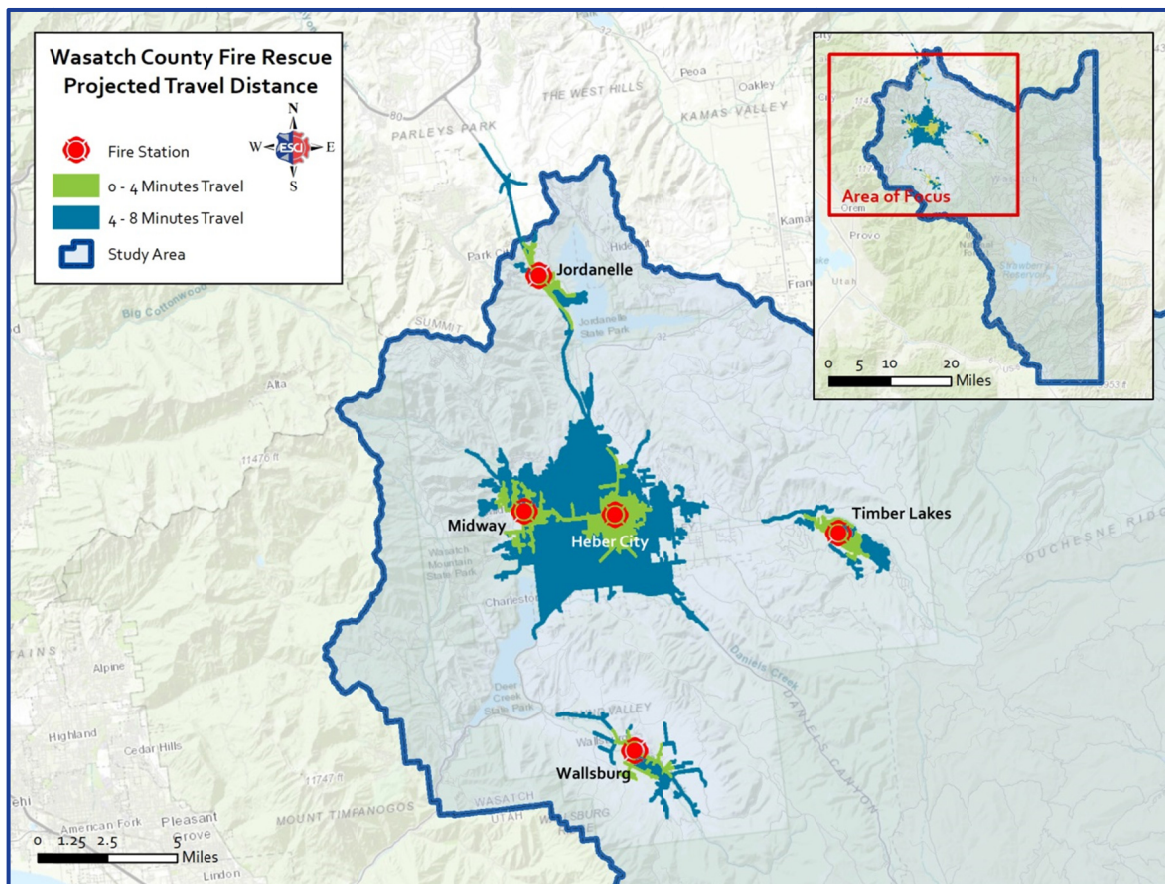


The preceding figure shows travel distances of 1.5 (engine); 2.5 (ladder); and 5 miles (fire station proximity) from Heber City. Since the only aerial apparatus is located at the Heber City Station, travel distances from the other four fire stations are shown at 1.5 and 5-mile travel distances only.

Resource Concentration Study

Standard firefighting procedures call for the arrival of the entire initial assignment (sufficient apparatus and personnel to effectively deal with an emergency based on its level of risk) within a reasonable amount of time. This is to ensure that enough people and equipment arrive soon enough to safely control a fire or mitigate any emergency before there is substantial damage or injury. In this analysis, ESCI has examined WCFD's ability to assemble multiple resources across the study area. The following figure uses the four and eight-minute travel-time models to illustrate the concentration of WCFD resources available within an eight-minute or less travel time.

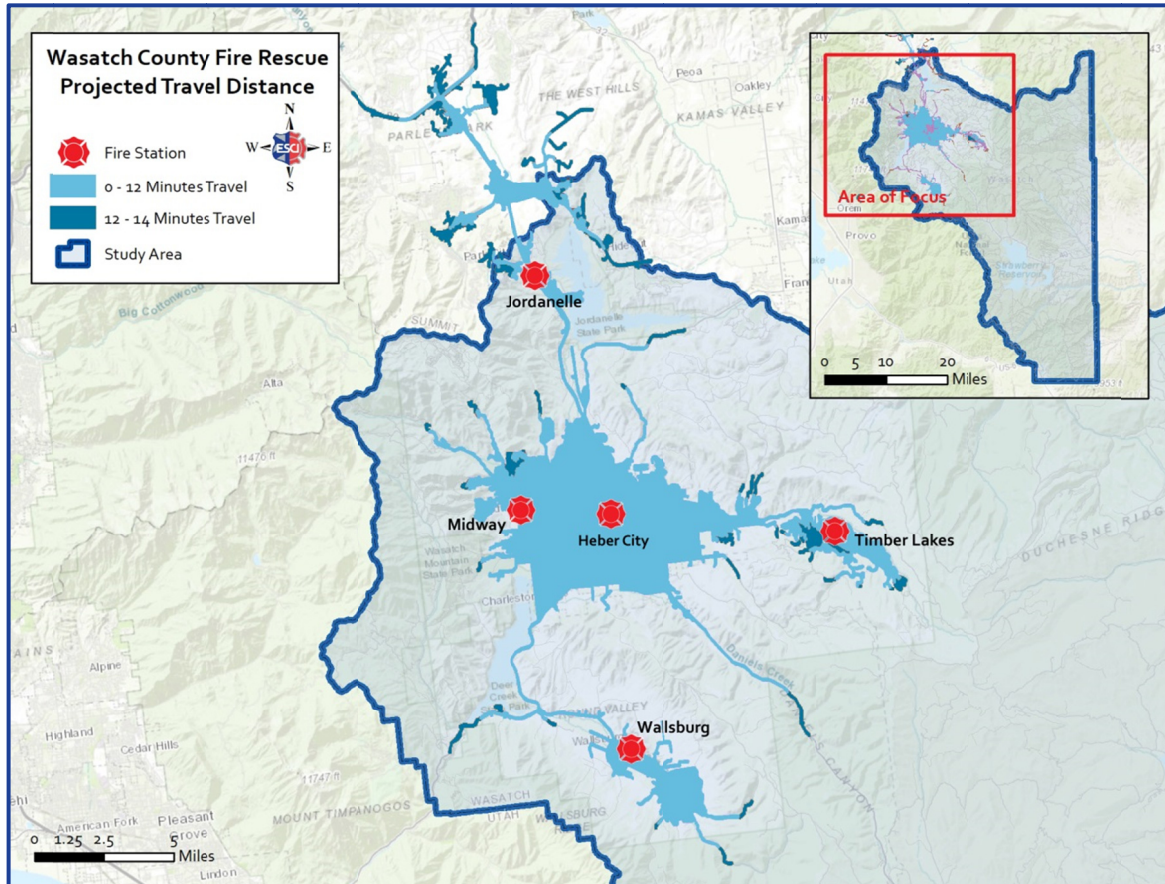
Figure 48: WCFD Projected 4 & 8-Minute Travel Times



The GIS analysis in the preceding figure shows that the most populated areas of Wasatch County can be accessed within a travel time of eight minutes or less from each of the five fire stations. This can vary depending upon weather, road conditions, and traffic.

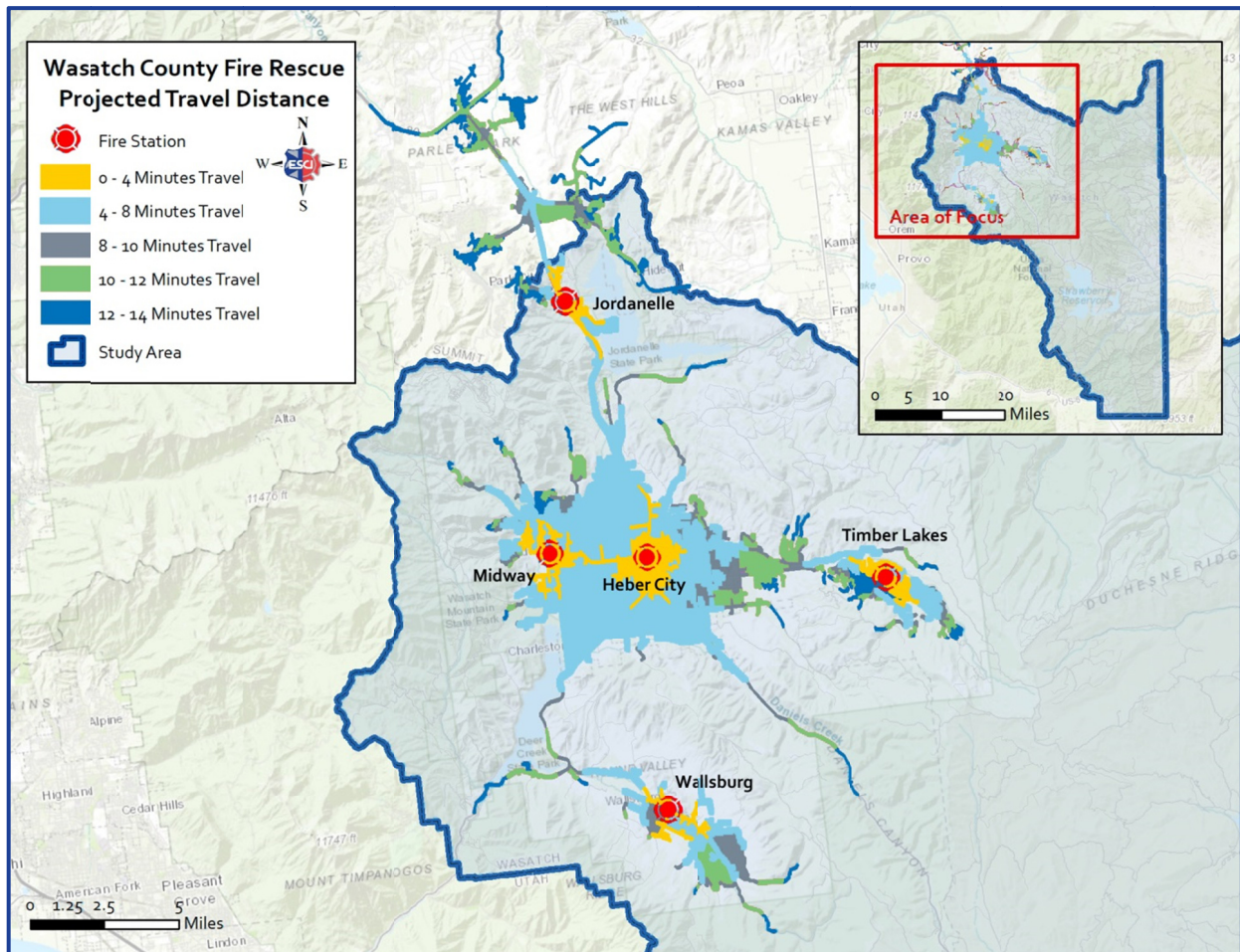
The next figure shows projected 12 and 14-minute travel times from each of the five fire stations. The GIS study indicates that largest population centers in Wasatch County can be accessed within a 12-minute or less travel time.

Figure 49: WCFD Projected 12 & 14-Minute Travel Times



The next figure shows the projected GIS illustration of potential of each of the 4, 8, 12, and 14-minute travel times from each of the five fire stations. As expected, travel times to most of the south and southeast portions of Wasatch County require a travel time well beyond 14 minutes. Although the urban and suburban communities in the north end of Wasatch County are accessible within relatively short travel times, the rural areas throughout the County are only accessible with substantially longer travel times.

Figure 50: WCFD Projected 0 to 14-Minute Travel Times



Response Performance Summary

In the response performance summary, ESCI analyzes the emergency response-performance of the WCFD service area, using available incident records provided by the Utah State Fire Marshal's Office. It is important to note that the dataset did not distinguish emergency from non-emergency responses. Wherever possible, data outliers and invalid data were excluded from the analysis.

Response Time Definitions & Measurement Processes

In most national standards—including those described by the *National Fire Protection Association* (NFPA) and *Commission on Fire Accreditation International* (CFAI)—Total Response Time (TRT) is defined as the interval between the time the call is received at the communications center and the time the apparatus arrives on scene. TRT is comprised of several time intervals:

- *Alarm Handling Time* (or Call Processing Time)—the interval between the time the call is received at the public safety answering point (PSAP) or communications center, and the time the apparatus is dispatched (comprised of several components as described in NFPA 1221).¹⁵
- *Turnout Time*—the interval between the time apparatus is notified of a call, and the time it begins to respond.
- *Travel Time*—the interval between the time the apparatus begins to respond, and the time it arrives on scene.

When combined, the preceding three time-intervals represent TRT. ESCI was provided with a dataset that did not include the timestamps necessary to calculate alarm-handling times as part of the TRT. Therefore, in this analysis, TRT will represent the *interval between when the apparatus was dispatched until the time of its arrival on scene*.

National Performance Standards

Response performance benchmarks have been established for career fire departments in the NFPA 1710 standard and CFAI recommendations as follows:^{16,17}

- *Alarm Handling* (or Call Processing) *Time*—60 seconds or less at 90%.
- *Turnout Time*—80 seconds or less at 90% for fires and special operations; 60 seconds or less at 90% for EMS incidents.
- *Travel Time*—based on criteria for the different risk categories, and within guidelines provided for the service area and/or population density.

Performance Measurement Process

In most cases in this section, response performance was calculated using the “fractile” method of measurement. Typically, the results are measured at the 90th percentile. Using this method follows industry best practices, and is considered a more accurate measurement than “average” calculations. When using an average measurement, unusually high or low numbers can distort the results, and not provide an accurate analysis of actual performance.

WCFD Turnout & Travel-Time Data

Turnout-time performance is one element of the total response time continuum in which the fire department has direct control. This is the interval between when the apparatus is dispatched and when the fire apparatus begins to respond. Obviously, shorter turnout times will shorten total response times.

Unlike turnout times, the fire department has minimal control over the length of its travel times. This is the interval between when the apparatus begins to respond and when it arrives on the scene. Numerous factors can impact these times, including weather conditions; distance from the station; and road conditions.

The dataset provided to ESCI did not include the necessary date and timestamps with which to determine both the turnout time and travel time performance of the Wasatch County Fire District. However, the WCEMS incident data—shown later in this report—will provide some insight into WCFD’s turnout and travel times.

WCFD Response-Time Performance

The following figure lists both the average response time and times at the 90th percentile for all WCFD incident-types during the 48-month study period. When analyzing the average times, times beyond 60 minutes were excluded. Since the dataset did not include the timestamps for the alarm-handling times, the following results represent the interval between when the call was dispatched until arrival of the first unit.

Figure 51: WCFD Response Time Performance for All Incident Types Combined

Calculation Method	2014	2015	2016	2017
TRT at 90 th Percentile	17 min., 0 sec.	17 min., 0 sec.	18 min., 0 sec.	18 min., 0 sec.
Average TRT	18 min., 25 sec.	18 min., 25 sec.	20 min., 8 sec.	24 min., 54 sec.

Mutual & Automatic Aid

According to the dataset provided to ESCI, the Wasatch County Fire District *provided* mutual aid on only one occasion in 2014. This was to the small community of Francis, Utah and involved providing additional manpower to apparatus already at the scene. The data did not specify the incident type, but appears to have been a residential structure fire.

During this same 48-month period, WCFD *received* mutual aid on ten occasions. Of the ten incidents, seven were for fires; two for EMS; and one documented as “Service.” The latter was described as a “cover assignment” and move-up. For the fire-related incidents, four involved wildland fires; two were structure fires; and one was a passenger vehicle fire.

WASATCH COUNTY EMERGENCY MEDICAL SERVICES

In this section, ESCI has evaluated various components of Wasatch County EMS. The purpose of this is to determine the impact on WCFD in anticipation of a potential merger with Wasatch County EMS. Currently, there is significant crossover between the two departments. WCFD provides much of the staffing needs for WCEMS, whose ambulances are co-located at some of the fire stations.

WCEMS Training & Quality Management

As with any EMS provider organization, initial training and effective continuing medical education is critical for ensuring that prehospital care providers maintain the necessary skills and knowledge to deliver appropriate patient care. Along with that, a comprehensive EMS quality management program that evaluates both operations and clinical care can provide mechanisms for measuring the effectiveness of the EMS delivery system.

The following figure lists the basic components of the EMS training and continuing medical education program at Wasatch County EMS.

Figure 52: WCEMS Training & CME Program

Survey Component	Wasatch County EMS
Training Program	
Staff responsible for EMS training & CME	Two Training Officers
Training officers regularly monitored/evaluated	Limited
EMS Field Training & Evaluation Program (FTEP)	No
Designated Field Training Officers (FTO)	No
New staff required to attend FTEP prior to field work	Not applicable
New staff required to attend agency orientation	Not applicable
Agency provides tuition reimbursement to EMS staff	No
Annual training plan developed	At beginning of each shift
Plan meets state & local CME requirements	Not applicable
Plan meets agency mission & scope of care	Not applicable
Training Records & Documentation	
Personnel training/CME records maintained	Ninth Brain System
Electronic system used for documentation	Custom program
Actual skills performed documented for each member	Yes
Advanced clinical skills success rates documented	Yes
Other clinical skills success rates measured	Yes
Certification expiration dates tracked internally	Yes
Training requirements monitored for compliance	Yes

As the preceding figure shows, WCEMS has appointed two individuals to serve as Training Officers (TO). Although the TO's are monitored and evaluated, this is done infrequently. WCEMS does not have a formal FTEP program for new personnel. Training and CME provided by WCEMS is done on a monthly basis rather than through the development of annual training plan. Training and CME records are documented using paper-based forms and a custom electronic system developed internally. Clinical skills are tracked as well.

Training & CME Delivery Methods

The following figure lists the various training and CME delivery methods utilized by WCEMS.

Figure 53: WCEMS Training & CME Delivery Methods

Survey Component	Wasatch County EMS
On-line/web-based application	ImageTrend application
Computerized interactive simulations	Yes
Classroom/lectures	Yes
Clinical skills practice/evaluation	Yes
Simulation lab	No
Other training/CME methods	Outside speakers; ACLS course; PEPP course

As shown in the preceding figure, WCEMS utilizes an assortment of traditional methods for providing training and continuing medical education to their personnel.

EMS Quality Management

The following figure outlines the basic components of the WCEMS quality management (QM) program.

Figure 54: WCEMS Quality Management Program Components

Survey Component	Wasatch County EMS
Staff position(s) responsible for QM	WCEMS Director
Annual or regular reports on QM results	No
Program in place to address frequent EMS users	No
Agency participates protocol development	Yes
System in place to address patient (and other) complaints	Yes
Agency conducts regular customer satisfaction surveys	No
Agency attempts to achieve the IHI Triple Aim concepts	No
EMS operational performance criteria established	Per protocol
Criteria established by (internal; regulatory)	No
EMS operational quality management program in place	Yes
Program identifies areas for improvement	Yes
System performance evaluated	Yes

The preceding figure lists the basic components of the QM program, as well as those processes used to evaluate operational performance. It was unclear to ESCI whether WCEMS has either internal or regulatory operational performance criteria (e.g., response-time performance criteria, etc.). The next figure describes clinical quality management processes.

Figure 55: WCEMS Clinical Quality Management

Survey Component	Wasatch County EMS
Defined EMS <i>clinical</i> quality management program in place	Yes
Program encourages personnel to report adverse events	Yes
Disciplinary actions taken for unintentional acts	Yes
Internal quality management/ improvement committee	No
Feedback provided to individual EMS field providers	No
Patient refusals reviewed	No
PCRs spot-evaluated for accuracy	WCEMS Director
Medical director and/or physician advisor participates	No
Patient outcomes tracked	Via ImageTrend
Agency participates in clinical research	Yes

Quality Management Discussion

There are several areas of concern regarding quality management at WCEMS. The organization does not publish annual reports on the QM results, nor do they conduct patient satisfaction surveys. Regular reports on operational effectiveness and the results of customer satisfaction surveys can provide both employees, managers, and other key stakeholder's insight into the effectiveness of their organization.

WCEMS does not maintain an internal peer-review clinical QM committee, which can be valuable in identifying clinical performance issues and problems in specific patient-care protocols. Patient refusals are not reviewed, but can be a major source of liability for ambulance services. Of further concern is the lack of participation in QM by the Medical Director, which is crucial for ensuring effective prehospital clinical care.

WCEMS Capital Equipment & Vehicles

The next section is a brief summary of the significant capital medical equipment, ambulance fleet, and other vehicles utilized by Wasatch County Emergency Medical Services.

Ambulances & Vehicles

The following figure is an inventory of the WCEMS ambulance fleet and other vehicles. Two of the ambulances are currently in use as frontline units, with the rest in a reserve status for use when necessary. All ambulances are Type I and manufactured by *Wheeled Coach Industries* (Winter Park, FL).

Figure 56: WCEMS Ambulance & Vehicle Fleet Inventory

Unit Designation	Type	Year	Condition	Mileage	Status
Heber Ambulance 1 (HA1)	Type I	2017	Good	15,453	Frontline
Heber Ambulance 2 (HA2)	Type I	2015	Good	19,098	Frontline
Heber Ambulance 3 (HA3)	Type I	2013	Good	81,000	Reserve
Midway Ambulance 1 (MA1)	Type I	2007	Fair	71,796	Reserve
Midway Ambulance 2 (MA2)	Type I	2006	Fair	110,000	Reserve
Midway Ambulance 3 (MA3)	Type I	199	Fair	76,000	Reserve
Timber Lakes Ambulance 1 (TL1)	Type I	2002	Poor	81,102	Reserve
Wallsburg Ambulance 1 (WA1)	Type I	2012	Good	76,000	Reserve
Unit 1009	Pickup	2005	Fair	60,000	Supervisor
Unit 1010	Gator	2001	Fair	N/A	Special Events

The forename of the ambulance unit designations represents their locations. For example, Heber Ambulance 1 is located at the Heber City Fire Station. The two frontline ambulances are currently deployed from the Heber City Fire Station. Reserve units are located at the Midway, Timber Lakes, and Wallsburg fire stations, and TL1 is rarely used due to its poor condition.

Of the eight Type I ambulances operated by WCEMS, six are in a reserve status. The two frontline units are in good condition with relatively low mileage. Two reserve ambulances are in good condition, three in fair condition, and one in poor condition. WCEMS utilizes a John Deere Gator utility vehicle for special events. The EMS Director is assigned a pickup truck.

In addition, the District maintains their own ambulances that are equipped and configured nearly the same as the WCEMS ambulances.

Figure 57: WCEMS Ambulance**Figure 58: WCFD Ambulance**

Capital Medical Equipment

Wasatch County EMS equips its ambulances with either the Zoll® E Series or X Series cardiac monitor/defibrillators. They maintain five of the older E-Series and three of the X Series. Most of the devices are well equipped with 12-lead capability; pacing; NIBP; SPO₂; ETCO₂ and other features.

The type of stretcher/cot utilized by an ambulance service is important for both provider and patient safety. Powered stretchers can substantially reduce back and other injuries among EMS personnel. WCEMS equips its ambulances with Stryker® ambulance cots. Of the eight stretchers owned by the agency, four are powered, and four are “manual” lift. The powered models range in age from 1–6 years.

WCEMS Service Delivery & Performance

In the following section, ESCI has evaluated specific incident data and patient records (with patient identifiers) as documented by WCEMS. The datasets were acquired from the *Utah Department of Health, Bureau of EMS & Preparedness* (UDH)—which had been submitted to them by WCEMS from their electronic patient-care records (ePCR). These consisted of records during the 48-month period between January 1, 2014 and December 31, 2017. Incident data and electronic patient-care records are documented in accordance with Versions 2 and 3 of the *National Emergency Medical Services Information System* (NEMSIS) codes.

A review of the incident data from both WCFD and WCEMS indicates that there is likely duplication of some records. Because of this, the following section will not include all of the elements normally presented in an evaluation of service-delivery and performance. Additionally, a substantial number of patient records had inconsistencies; empty fields; and other issues that limited more accurate and detailed analyses.

WCEMS Service Demand

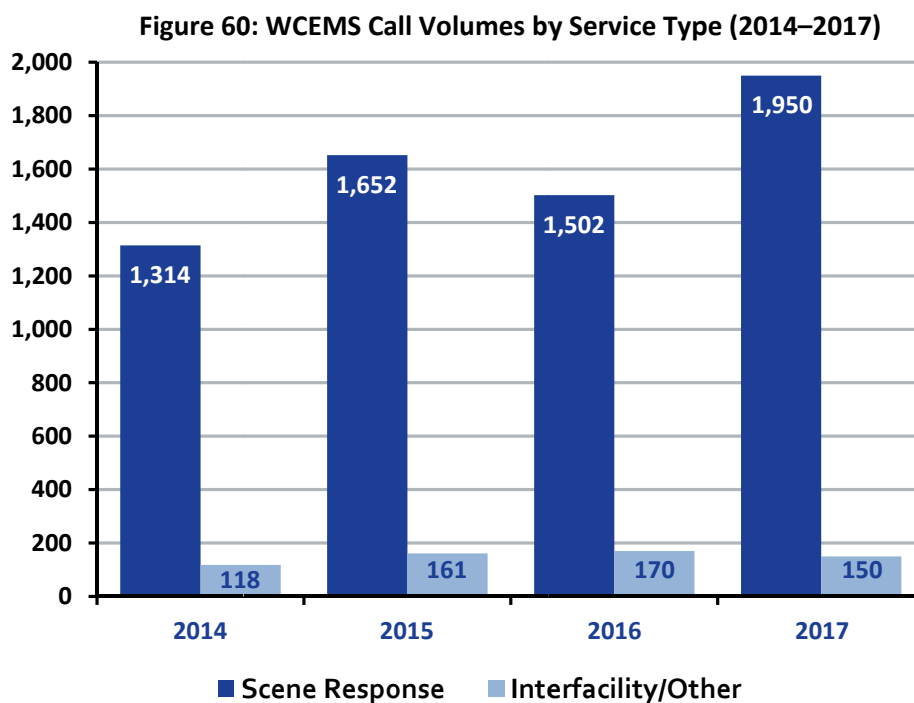
The next figure is an illustration of the service demand on Wasatch County Emergency Medical Services during 2014 through the end of 2017. Incidents were categorized by the NEMSIS codes used within the “Service Requested” field. In this report, scene responses are defined as any call not involving an interfacility transport, and are typically an incident requiring an emergency response (911 calls). These can also include intercepts and other emergency responses. The “Interfacility/Other” category was a group of several categories that included interfacility transports (IFT); mutual aid calls; standbys; and public assistance calls. Within that group, IFT consisted of the majority of incidents.

The following figure shows the frequency of calls dispatched and the number of proportion of patients transported for each year. Since 2014, the percentage of transported patients to calls dispatched has tended to fluctuate from year to year.

Figure 59: WCEMS Calls Dispatched vs. Patients Transported

Description	2014	2015	2016	2017	Cumulative
Calls Dispatched	1,314	1,652	1,502	1,950	6,418
Patients Transported	1,073	1,101	1,189	1,271	4,634
Percent Transported:	82%	67%	79%	65%	72%

The results in the following figure represent WCEMS calls *dispatched*, not necessarily the volume of patients transported. As shown, WCEMS service-demand has continued to increase steadily since 2014.



Requests for 911 scene responses have increased by over 50% between 2014 and 2015. Interfacility transports and other service-types have fluctuated, with a high in 2016, but have increased by approximately 27% since 2014. Total service demand has had an average annual increase of 5.5% (total fire and EMS 6.7%).

Daily Service Demand

The next figure shows average daily service-demand by type and year.

Figure 61: WCEMS Average Daily Service Demand

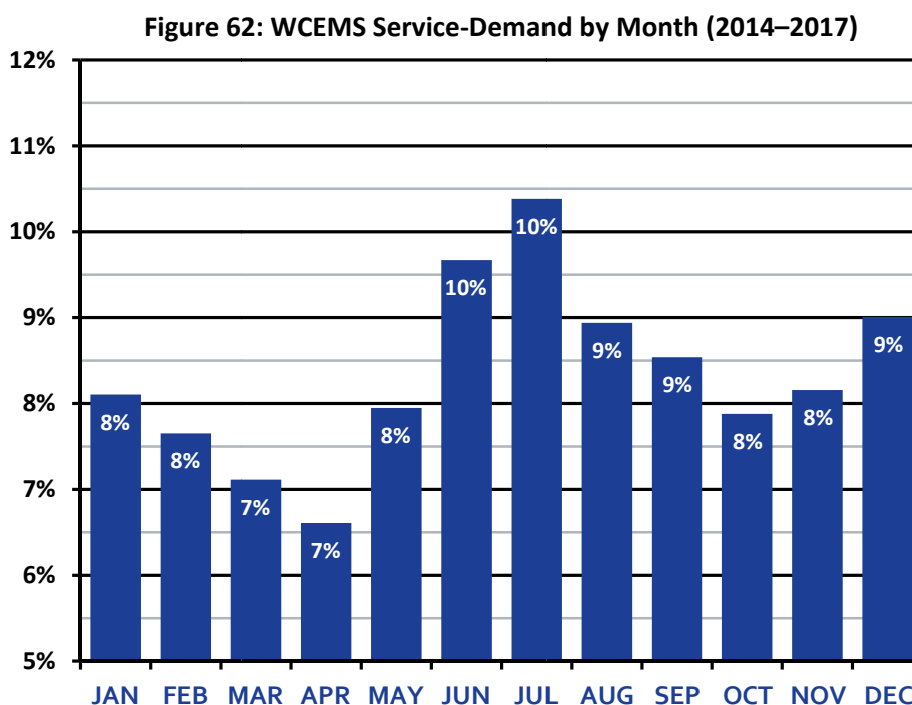
Service Type	2014	2015	2016	2017
Scene Responses	2.8	3.4	3.9	5.3
Interfacility Transports Only	0.3	0.4	0.5	0.4

Temporal Analysis

The various analyses of temporal variations of service demand are important in determining adequate staffing and resource deployment. In some cases, the results can indicate the need to add more ambulances or peak-activity units (PAU). Service-demand is not static, and workload tends to vary by month, day-of-the-week, and time-of-day.

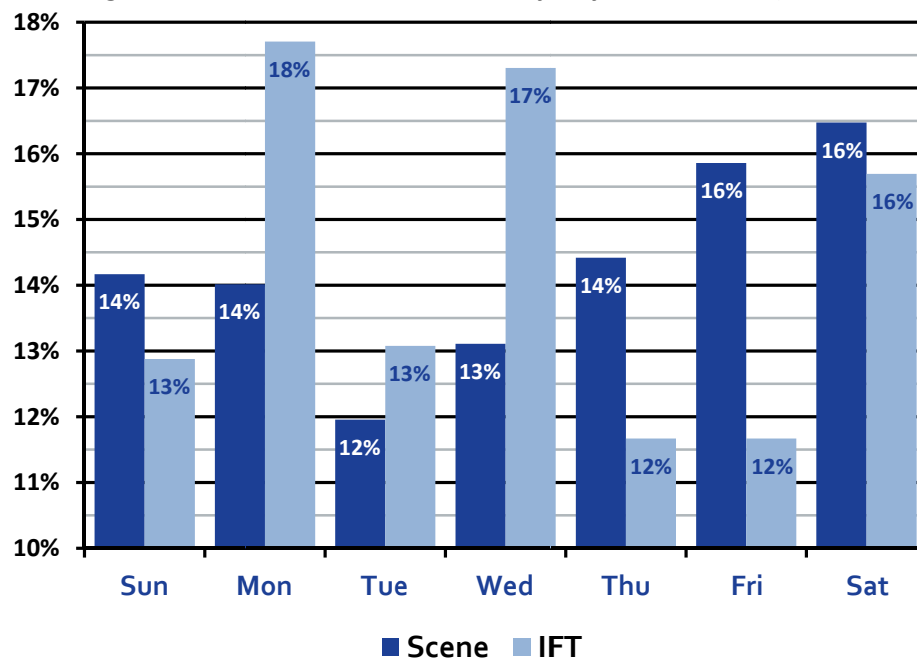
Service-Demand by Month

The following figure illustrates the service-demand of all incident types by month, over the 48-month study period. As shown, the busiest months were July, June, December, and August, respectively. Likely, the higher service-demand during these months can be attributed to the summer and winter recreational activities that occur in Wasatch County.



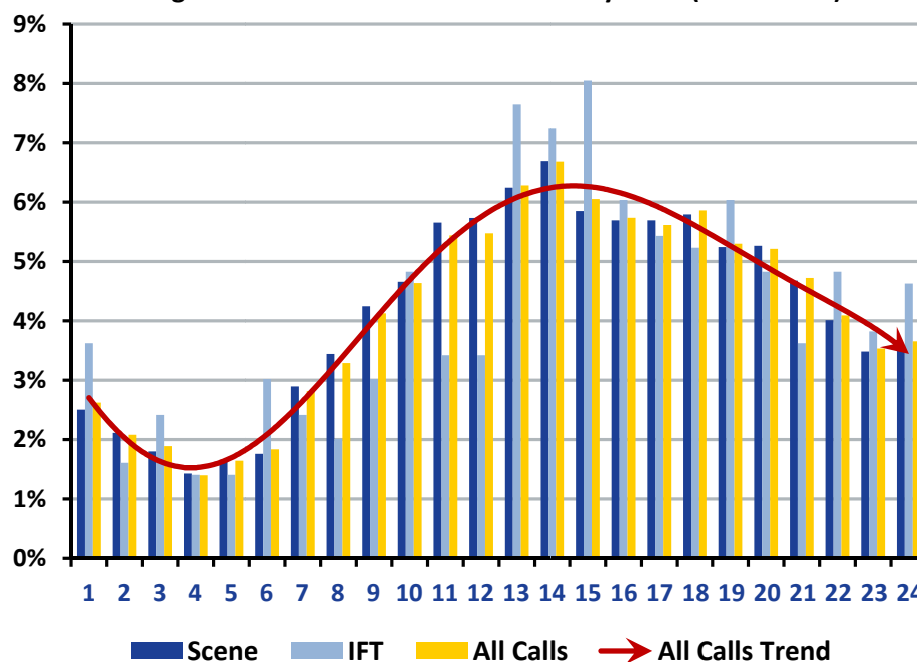
Service-Demand by Day-of-the-Week

The next figure shows service-demand by day-of-the-week and categorized by scene response and IFTs. The results show that highest service demand for scene responses occurred on Fridays and Saturdays, while IFTs were significantly higher on Mondays, Wednesdays, and Saturdays respectively.

Figure 63: WCEMS Service-Demand by Day-of-the-Week (2014–2017)

Service-Demand by Hour

One of the most important temporal analyses is service-demand by hour-of-the-day, as this can be a major element of how ambulances are staffed on a daily basis. The next figure illustrates EMS service-demand by scene calls and IFTs, along with all calls combined.

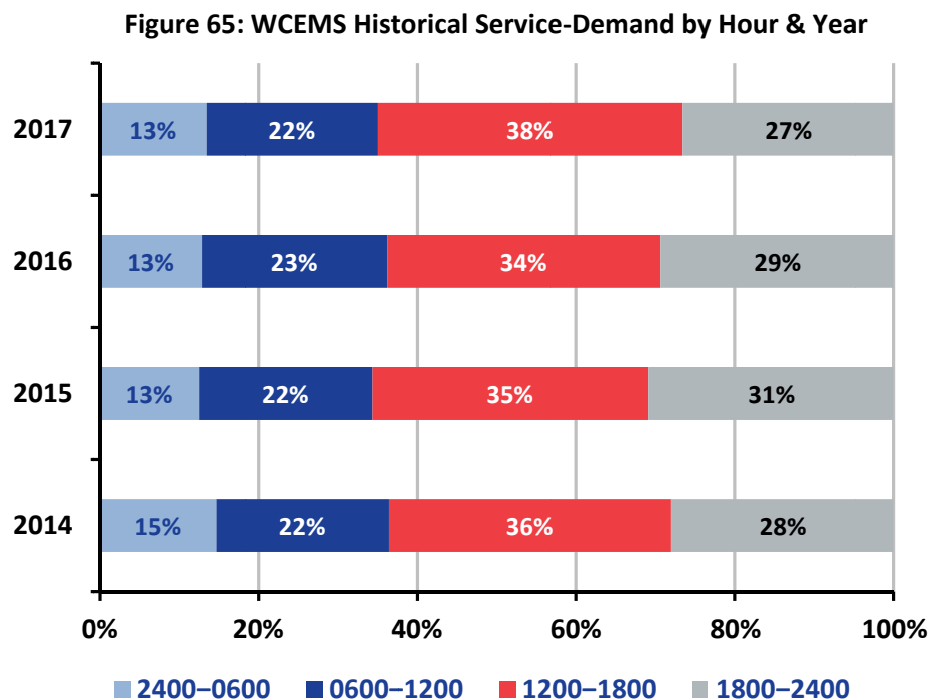
Figure 64: WCEMS Service-Demand by Hour (2014–2017)

Hourly EMS service-demand in Wasatch County follows the same pattern found in most communities throughout the U.S., where calls volumes tend to be higher during times when human activity is at its highest.

Interfacility transports occurred most frequently between 1300 and 1600 hours, and accounted for 29% of the total IFTs. However, there were a considerable number of IFTs between midnight and 0100 hours.

The 12-hour span between 0600 and 1800 hours represented 58% of the total daily call volume for WCEMS. This should be taken into consideration since this is the current 12-hour schedule of WCFD firefighters at the Heber City Fire Station.

The next figure illustrates historical emergency medical service-demand on Wasatch County EMS by hour, for each year 2014–2017. The results include all calls dispatched, and includes all emergency responses and interfacility transports.



The preceding figure shows that 0600–1800 hours remained the busiest 12-hour period consistently during 2014 through 2017. This is important information to know, when determining future staffing and ambulance scheduling.

Patient Transport Analysis

The following figure lists the five most frequent patient-transport destinations during 2014–2017. As expected, the majority of patients were transported to Heber Valley Hospital.

Figure 66: Most Frequent Patient Transport Destinations (2014–2017)

Facility	% of Transports	Approximate Distance ¹
Heber Valley Hospital (HVH)	56%	Local
Utah Valley Regional Medical Center (UVRMC)	17%	27 miles
Park City Medical Center (PCMC)	6%	14 miles
Intermountain Medical Center (IMC)	4%	46 miles
Primary Children's Hospital (PCH)	4%	40 miles
Other Facilities combined	13%	—

¹Represents approximate distance from Heber City

The preceding figure indicates that 87% of the patients transported during the 48-month study period went to five facilities. Combined, HVH and UVRMC comprised 73% of the patient transport destinations.

Patient Demographics & Characteristics

Male patients represented the majority at 50%, with females at nearly 48%. In the remaining percentage (2%) of cases, the patient's gender was unknown or undocumented. Patient ages ranged from 1–99 years, with a median age of approximately 50.5 years.

Primary Provider Impressions

The patient-care records include a field to document the EMS provider's primary impression of the patient's condition. In 44% of the patient records, this was unknown or undocumented. During the 48-month study period, WCEMS recorded 132 distinct primary impressions. The following figure lists the most common primary impressions excluding the unknown or undocumented records.

Figure 67: Most Frequent Primary Impressions (2014–2017)

Primary Impression	% of Total
Traumatic Injuries	33%
Behavioral Disorder	8%
Altered LOC	7%
Abdominal Pain/Problems	4%
Respiratory Distress	4%
Seizure(s)	3%
Chest Pain/Discomfort	3%
Poisoning/Drug Ingestion	3%
Syncope	3%
Diabetic Symptoms	3%
Other Primary Impressions Combined	29%

In 72% of the records, the mechanism of injury (MOI) was either not recorded, not applicable, or unknown. Of the trauma cases, the MOI was caused by blunt force in 91% of the calls; penetrating in 4%; burns in 1%; and “other” mechanism in 4% of the cases.

Patient Disposition

In those records in which it was reported, the patient’s final acuity upon arrival at the hospital had improved in 28% of the cases; worsened in 3%; and remained unchanged in 69% of the patients. The following lists the disposition of patients as documented in the WCEMS ePCRs for 2014–2017. Note there are conflicts in the number of patients transported found in the incident dataset versus the patient dataset.

- Treated, Transported by EMS: 68%
- Patient Refused Care: 22%
- No Treatment Required: 4%
- Treated and Released: 4%
- Treated, Transferred Care: 3%
- Dead at Scene: <1%

WCEMS Response Performance

The WCEMS NEMSIS incident dataset provided to ESCI contained a large number of errors and other issues in the timestamps utilized to perform the various analyses in the following section. Wherever possible, errors were repaired, but a large number of records had to be excluded during the analyses. However, ESCI is confident that for those records that were complete and error-free, the analyses are valid.

The various elements that comprise the response-time continuum have been described previously in this report. In this case, the dataset did not include the necessary timestamps to calculate the alarm-handling times by the dispatch center for WCEMS calls. Therefore, response-time performance includes the interval between when the ambulance was dispatched until arrival at the scene. In addition, response-time performance only included those calls dispatched as emergent (lights & siren).

WCEMS Turnout Times

The following figure illustrates the WCEMS ambulance crew turnout times for the 48-month study period. It shows both the fractile method at the 90th percentile, and average times.

Figure 68: WCEMS Turnout-Time Performance (2014–2017)

Year	90 th Percentile	Average
2014	9 min., 30 sec.	5 min., 30 sec.
2015	7 min., 30 sec.	5 min., 30 sec.
2016	8 min., 0 sec.	5 min., 30 sec.
2017	9 min., 0 sec.	6 min., 30 sec.

From an industry standard perspective, WCEMS turnout times were unusually long. The NFPA, for example, recommends a turnout time of 60 seconds or less at the 90th percentile. Although some industry experts may consider 60 seconds as an unrealistic goal, WCEMS' historical turnout times were beyond most acceptable standards.

WCEMS Travel Times

The following figure shows historical travel times, which includes the interval between when the ambulance began to respond and when it arrived on scene.

Figure 69: WCEMS Travel-Time Performance (2014–2017)

Year	90 th Percentile	Average
2014	21 min., 0 sec.	19 min., 32 sec.
2015	16 min., 0 sec.	18 min., 57 sec.
2016	17 min., 0 sec.	18 min., 45 sec.
2017	18 min., 0 sec.	18 min., 08 sec.

WCEMS travel-time performance fluctuated annually between 2014 and 2017, but exceeded 16 minutes in each year. Travel times have improved since 2014, however it must be noted that WCEMS has little or no control on these times when using static deployment methods.

WCEMS Total Response-Time Performance

The next figure shows the WCEMS historical response-time performance of emergency responses to all areas within Wasatch County.

Figure 70: WCEMS Total Response-Time Performance (2014–2017)

Year	90 th Percentile	Average
2014	27 min., 0 sec.	22 min., 55 sec.
2015	22 min., 0 sec.	23 min., 57 sec.
2016	23 min., 0 sec.	23 min., 08 sec.
2017	25 min., 0 sec.	21 min., 20 sec.

WCEMS response times have fluctuated from year to year since 2014. The results are not surprising due to the size and nature of Wasatch County.

WCEMS Response-Performance Discussion

Following the results of the data analyses, one area of concern were the extended turnout times that occurred over the preceding 48 months. Since WCFD firefighters staff and respond in WCEMS ambulances, these results could also be applied to the fire department's performance. Wasatch County is a large geographic area with relatively long response times. By improving turnout times, WCFD and WCEMS could reduce total response times throughout the County.

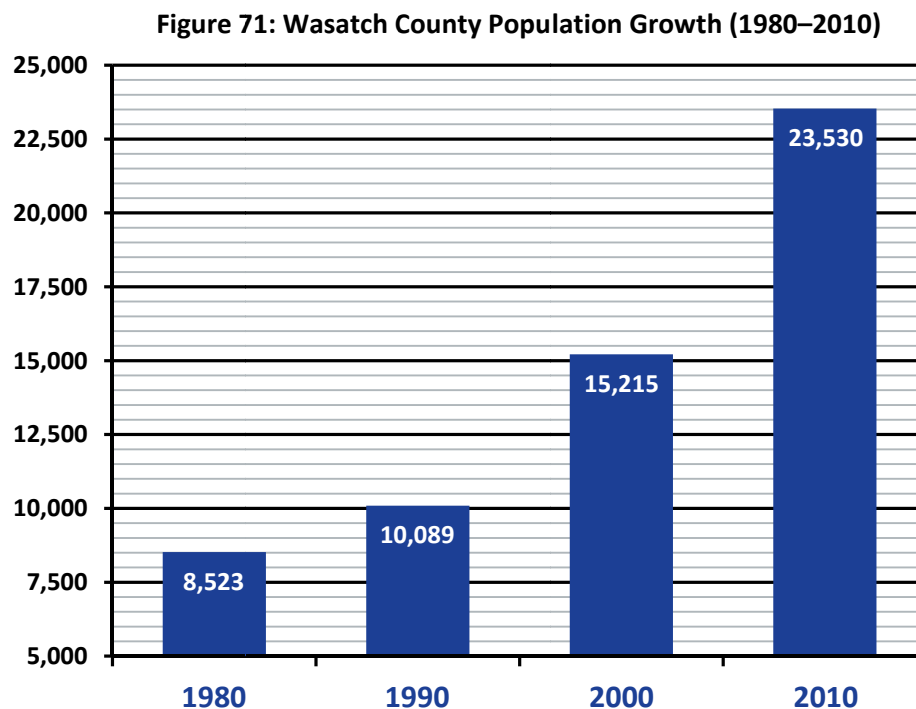
FUTURE SYSTEM-DEMAND PROJECTIONS

In the following section, future system-demand projections begin with an overview of historical population growth within Wasatch County, and followed by projected population growth over the next 10 years.

Population History & Projections

Historical Population Growth in Wasatch County

The following figure illustrates population growth in Wasatch County from 1980 through the last United States Census in 2010.¹⁸



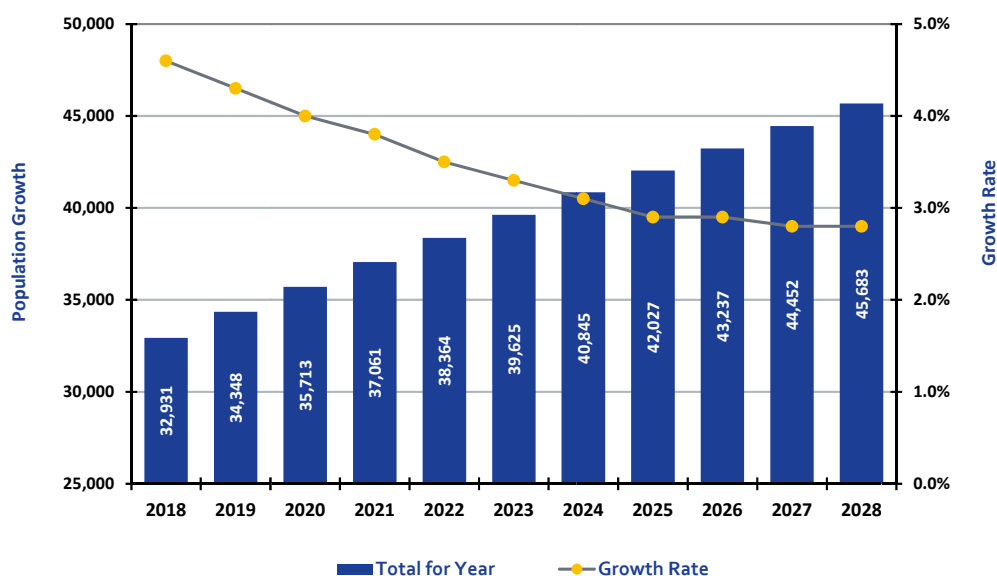
The population of Wasatch County has shown a steady increase. The average growth rate for each ten-year period was 42.3% (or about 15,007 persons). However, between 1980 and 1990, the population increased by only about 18.4%. Since 2010, Wasatch County's population has increased by nearly 36.5% (or 8,576).

Projected Population Growth in Wasatch County

As mentioned earlier in this report, the U.S. Census Bureau estimated that the 2017 population of Wasatch County was 32,106 persons. In the following figure, ESCI utilized demographic projections prepared by the University of Utah.¹⁹ The University's projections begin with a 2018 population estimate of 32,931 persons.

Figure 72: Projected Population Growth in Wasatch County (2018–2028)

Source: University of Utah



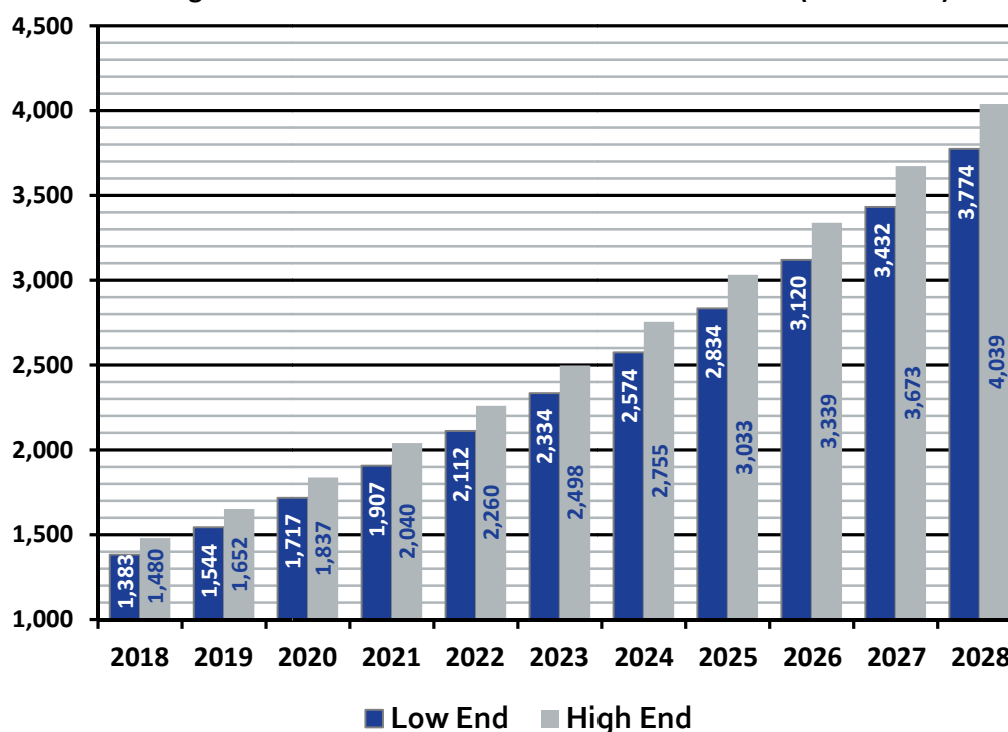
The Wasatch County growth projections demonstrate that beginning in 2018 through 2020, the population growth will increase each year at rates between 4.0–4.6%. The growth rate will start to decline in 2021, to increase of 2.8% between 2027 and 2028. By 2028, the projected population of Wasatch County is anticipated to be 45,683 persons—an increase of about 42.3% over 2017. Over the next 10 years, population growth is expected to increase annually, on average, by 3.5%.

Service-Demand Projections

It is important to consider projected population growth when determining future service-demand and planning for the potential need to add staff, facilities, apparatus, and other resources. Increases in population growth—particularly in EMS service-demand—can directly affect fire department workload and the effectiveness of the organization. Changes in service-demand may require variations and adjustments in the deployment of staff and resources in order to maintain acceptable levels of performance.

It is not the intent of this study to be a definitive authority for the projection of future service-demand in the District's service area, but rather to base recommendations for future fire protection and EMS needs on a reasonable association with projected service demand. Since human activity is a primary driver of emergency service demand, it is important to have a population-based projection of the future size of the community.

The next figure represents annual projected WCFD service demand from 2018 through 2028. ESCI utilized two different methods to determine the estimates. The first entails projections at the low end, using the most recent rate of service demand by per capita population. The higher end uses the same formula, but with a 7% annual increase. Likely, future service-demand increases will probably fall somewhere between the two of these.

Figure 73: WCFD Estimated Future Service-Demand (2018–2028)

Although population growth can vary, and may change over time, it is likely that the population of Wasatch County and the WCFD service area will continue to increase over the next 10 years. The District's leadership should soon begin the planning process, in order to prepare for the future and ensure there are resources sufficient to meet the growing demand for fire protection and emergency medical services.

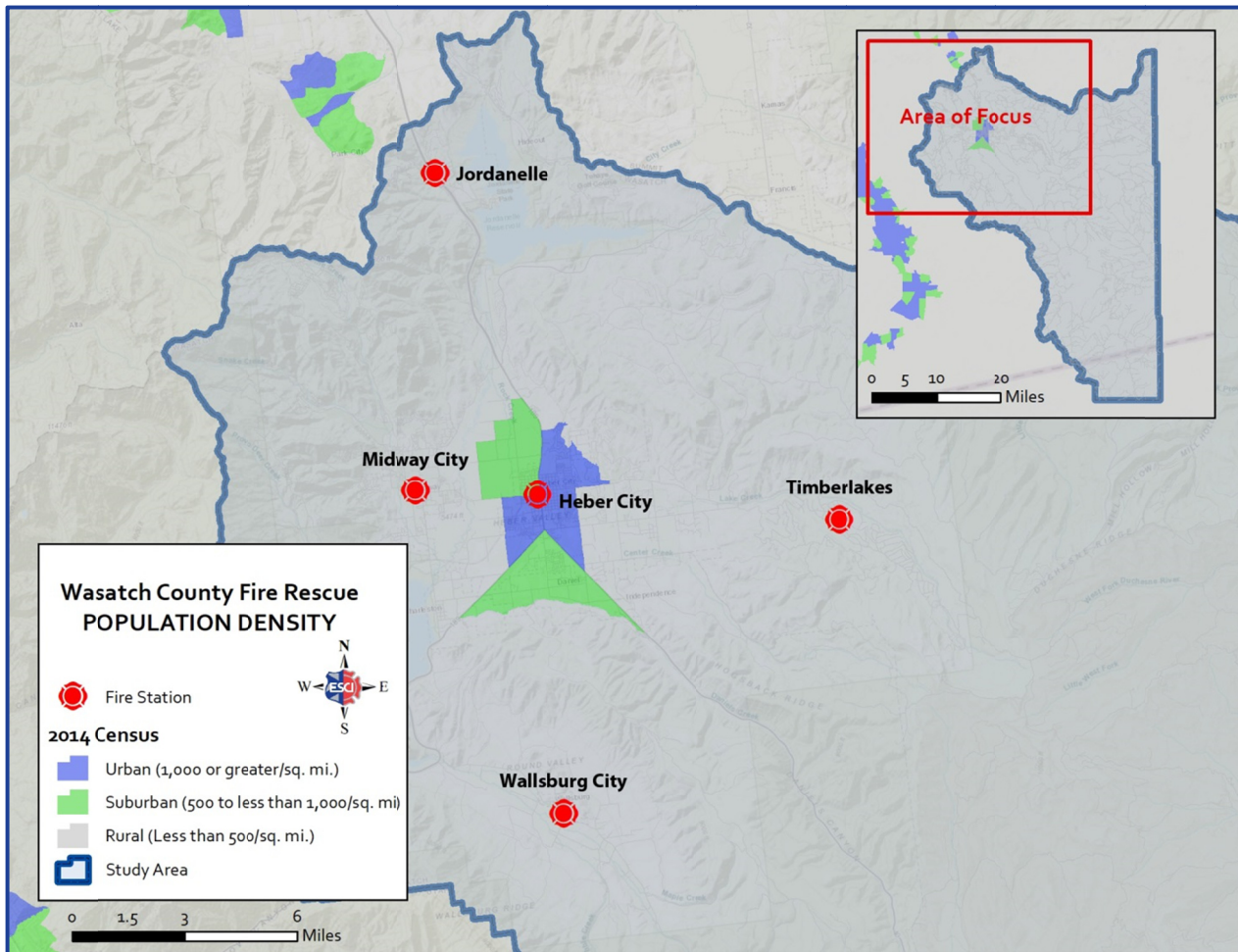
Overview of Community Risk & Demographics

The following section is an overview of community risk, which is based on a number of factors: the service area population and population density; the demographics of the population served; and zoning and land-use regulations. In the following figure, ESCI re-examines the population density map used earlier in this report, to display population density in the Wasatch County Fire District service area.

The following figure is a reiteration of the Wasatch County population density map presented earlier in this report. It is included again in this section for easy reference regarding community risk issues and demographics.

Figure 74: Population Density in Wasatch County

Source: U.S. Census Bureau (2014)



Current Land-Use Risk Categorization

GIS zoning data within the incorporated and unincorporated jurisdictions of Wasatch County were limited. Portions of the unincorporated areas lacked data. The following definitions of risk are based on the zoning and land-use as assigned by each of the jurisdictions.

High-Risk Areas

- *Unincorporated Wasatch County:* Industrial
- *Heber City:* Residential, commercial, manufacturing, industrial, mixed-use residential commercial
- *Midway:* High-density residential, business, and manufacturing

Moderate-Risk Areas

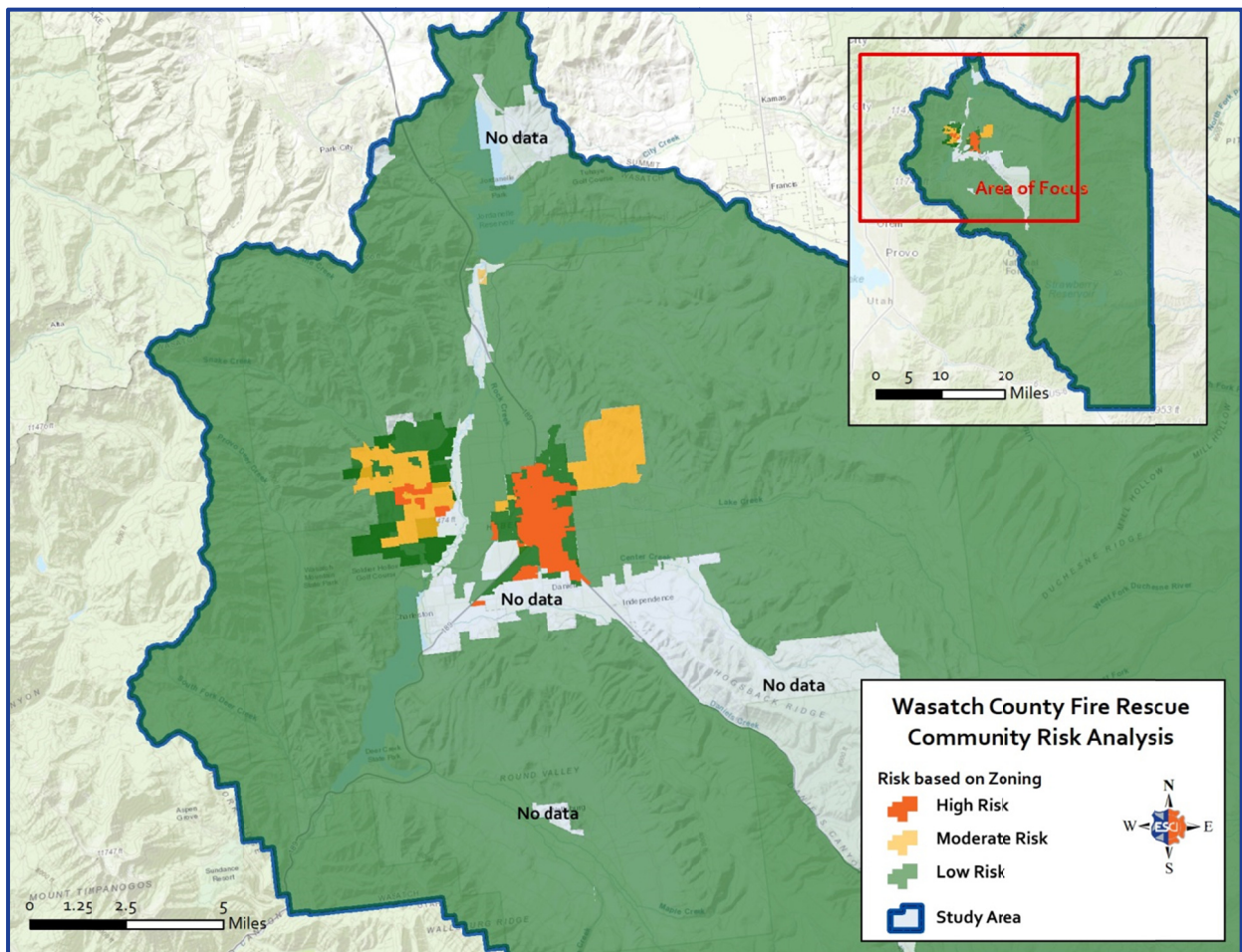
- *Unincorporated Wasatch County:* Commercial, highway services
- *Heber City:* General commercial, mixed commercial, planned community (under construction)
- *Midway:* Mixed commercial, mixed residential

Low-Risk Areas

- *Unincorporated Wasatch County:* Agricultural, mountain, preservation, public facilities, residential, Strawberry recreation area
- *Heber City:* Planned community mixed use, agricultural, residential agriculture
- *Midway:* Residential agricultural, recreational resort

Using the preceding definitions, the following figure illustrates the areas of risk throughout Wasatch County.

Figure 75: WCFD Community Risk by Local Zoning & Land Use



As shown, the majority of unincorporated Wasatch County is zoned as low risk, while all of high and moderate risk areas are found in Heber City and the Town of Midway.

DEVELOPMENT OF RESPONSE STANDARDS & TARGETS

The establishment of fire and EMS response-time performance standards and targets is the primary responsibility of local policymakers and community expectations. These must be balanced against the financial aspect of what a community is able and willing to afford. Once established, these standards launch measurable goals for service delivery, which then form the foundation upon which planning for deployment of resources is based. Absent these processes, the organization is not able to determine where it needs to go, nor is it able to know when it is achieving its goals and meeting the community's expectations.

Community Outcome Expectations

ESCI cannot establish standards for WCFD, but instead will provide guidance and examples of what are considered acceptable metrics. In the following figure, ESCI offers sample statements that are *not* those of the Wasatch County Fire District, but may be representative of community expectations for various common types of emergency services provided by the department.

Figure 76: Example Community Expectations of Response Objectives

Service Type	Example Community Outcome Expectations ²⁰
Fire Suppression	Responders shall arrive in a timely manner with sufficient resources to stop the escalation of the fire and keep the fire to the area of involvement. An effective concentration of resources shall arrive within enough time to contain the fire, rescue at-risk victims, and perform salvage operations—while providing for the safety of the responders and general public.
Wildland Fires	The District shall arrive in a timely manner with sufficient resources to first protect homes and other buildings, then to begin controlling the rate of fire spread.
Emergency Medical	The District shall arrive in a timely manner with sufficiently trained and equipped personnel to provide services that will stabilize the situation, provide care and support to the victim, and reduce, reverse, or eliminate conditions that have caused the emergency, while providing for the safety of the responders. When warranted, timely transportation of victim(s) to appropriate medical facilities shall be accomplished in an effective and efficient manner.
HazMat Response	Responders shall arrive with sufficient resources to stabilize the situation and establish an action plan for the successful conclusion of the incident. For incidents requiring more extensive technician-level functions, personnel will call for and support additional specially trained and organized regional resources to perform the necessary mitigation procedures, while providing for the safety and security of the responders, public, and the environment.
Vehicle Extrication	Where victim-rescue is required, responders shall arrive in a timely manner with sufficient resources to stabilize the situation and extricate the victim(s) without causing further harm to the victim, responders, and public.

Critical Tasks, Risk, & Staffing Performance

Tasks that must be performed at a fire can be broken down into two key components: life-safety and fire flow. Life-safety tasks are based on the number of building occupants, and their location, status, and ability to take self-preservation actions. Tasks related to life-safety involve search, rescue, and evacuation of victims. The fire-flow component involves delivering sufficient water to extinguish the fire and create an environment within the building that allows entry by firefighters.

The number and types of tasks needing simultaneous action will dictate the minimum number of firefighters required to combat different types of fires. In the absence of adequate personnel to perform concurrent actions, the command officer must prioritize the tasks and complete some in chronological order, rather than concurrently. These tasks include:

- Command
- Scene safety
- Search and rescue
- Fire attack
- Water supply
- Pump operation
- Ventilation
- Back-up/rapid intervention

Critical task analysis also applies to non-fire type emergencies, including medical, technical rescue, and hazardous materials incidents. Numerous simultaneous tasks must be completed to effectively control and mitigate an incident. WCFD's ability to quickly and sufficiently muster needed numbers of trained personnel is critical, and can determine the successful outcome of an incident.

The minimum emergency incident staffing recommendations of the *Commission on Fire Accreditation International* are defined as follows:

- **Low Risk**—Minor incidents involving small fires (fire flow less than 250 gallons per minute), single patient non-life threatening medical incidents, minor rescues, small fuel spills, and small wildland fires without unusual weather or fire behavior.
- **Moderate Risk**—Moderate risk incidents involving fires in single-family dwellings and equivalently sized commercial office properties (fire flow between 250 gallons per minute to 1,000 gallons per minute), life threatening medical emergencies, hazardous materials emergencies requiring specialized skills and equipment, rescues involving specialized skills and equipment, and larger wildland fires.
- **High Risk**—High risk incidents involving fires in larger commercial properties with sustained attack (fire flows more than 1,000 gallons per minute), multiple patient medical incidents, major releases of hazardous materials, high risk rescues, and wildland fires with extreme weather or fire behavior.

Critical Tasking

Critical tasks are those activities that must be conducted by firefighters early on and in a timely manner, in order to control the situation, stop loss, and perform the necessary tasks required for a medical emergency. A fire department is responsible for assuring that responding companies can perform all the described tasks in a prompt, efficient, and safe manner. These are the minimum number of personnel needed by incident type. More personnel will be needed for incidents of increased complexity or size.

The most crucial period during the suppression of a fire occurs with the first 15 minutes. How quickly, effectively, and efficiently firefighters perform during this period has a significant impact on the overall outcome of the incident. This general concept is applicable to fire, rescue, and medical situations.

Critical tasks must be conducted in a timely manner to control a fire or to treat a patient. Three scenarios of commonly encountered emergencies are routinely utilized by fire departments when conducting field validation and critical tasking: a moderate-risk structure fire; a traffic collision with a trapped victim; and a cardiac arrest. Each scenario is conducted using standard operating procedures and realistic response times based on actual system performance. Each scenario is normally run multiple times with a variety of fire companies to validate and verify observations and times. The following figure is a sample of critical-task staffing by type of risk.

Figure 77: Sample of Critical-Task Staffing by Risk Type²¹

Task	Structural Maximum Risk	Structural Significant Risk	Structural Moderate Risk	Non-Structural Low Risk
Attack line	4	4	2	2
Back-up line	4	2	2	2 ^A
Support for hose lines	4	3	2	—
Search and rescue	4	4	2	—
Ventilation	4	2	2	—
Rapid intervention team	4	4	2	—
Pump Operator	2	1	1	1
Second apparatus operator	1	1	1 ^A	—
Command	2	1	1	1 ^B
Safety	2	1	1 ^B	—
Salvage	4	—	—	—
Rehabilitation	2	—	—	—
Division/group supervisors	2 ^A	—	—	—
Totals:	37–39	23	14–16	3–6

^AIndicates tasks may not be required at all such incidents

^BIndicates task may, at times, be completed concurrently with another position

To further validate the analysis process, results are compared with records from actual working fires and similar incidents from previous years. Overall results are reviewed to determine if the actions taken within the early minutes of an incident resulted in a stop-loss or not, and if additional resources were required. The critical task analysis process demonstrates the rate in which the current deployment plan results in stopping loss, a high percentage of time within initial critical time goals.

All-Risk Critical Resource Tasking

Fire departments respond to many incidents other than structure fires, including hazardous materials (dangerous goods) releases, motor vehicle collisions, basic and advanced life support medical emergencies, and non-structural fires. Personnel responding to these types of incidents should be assigned tasks similar to structure fires.

The following figures are included as examples of the various types of incidents. However, ESCI recommends WCFD conduct its own field validation exercises with its career and volunteer personnel, in order to verify the critical tasking analysis provided. After WCFD completes the field validation, it may find that the critical tasking can be adjusted appropriately upward or downward for each incident type.

Figure 78: Examples—EMS & MVC Critical Tasking

Tasks	No. Personnel
Emergency Medical Services	
Medical First Response (MFR)	4
Patient Care & Transport	2
Total:	6
Emergency Medical Services: Cardiac Arrest	
Direct Patient Care	1
CPR	2
Advanced Life Support	2
Transport (Driver)	1
Total:	6
Motor Vehicle Collision: Entrapment	
Incident Command	1
Pump Operator & Primary Attack Line	3
Extrication	3
Patient Care & Transport	2
Total:	9

Figure 79: Examples—Exterior Fires & Interior Structure Fires Critical Tasking

Tasks	No. Personnel
Non-Structure Fire: Exterior Attack	
Incident Command	1
Pump Operator	1
Primary Attack Line	2
Total:	4
Structure Fire: Interior Attack	
Incident Command	1
Pump Operator	1
Primary Attack Line	2
Water Supply ¹	1
Backup Line	2
Rapid Intervention Team (RIT)	2
Ventilation	2
Search & Rescue	2
Utilities & Exposures	2
Total:	15

¹Additional personnel required for rural water supply operations using tenders

Figure 80: Example—Hazardous Materials Incident Critical Tasking

Tasks	No. Personnel
Hazardous Materials Incident	
Incident Command	1
Pump Operator	1
Primary Attack Line	2
Backup Line	2
Support Personnel	7
Total:	13

Note that the preceding figures are only examples, as it is important that WCFD develop and validate its own critical tasking accordingly. It is the responsibility of the Wasatch County Fire District to ensure that both career and volunteer responding companies are capable of performing all of the necessary tasks in a particular incident type, in a prompt, efficient, and safe manner.

Response-Time Performance Objectives

Once WCFD has established response objectives, identified the critical tasks, and determined the number of personnel necessary to achieve those critical tasks, the department can begin the process of defining emergency response-time performance objectives.

The process of setting response-time performance objectives will include answering the following questions:

- What are the expectations of the community and elected officials with regard to initial response times of the fire department to an emergency incident?
 - What is the public's perception of quality emergency services where response time is concerned?
- What response-time performance would be reasonable and effective in containing a fire, stopping the loss, and saving lives when considering the common types of incidents and fire risks faced by the Wasatch County Fire District?

National Consensus Standards

WCFD's Board of Directors, the Fire Chief, and Citizens Fire Advisory Board should use the results of the data analyses found in the "Service-Delivery & Performance" section of this report to provide a comparison of the Wasatch County Fire District's performance against industry standards.

National consensus standards such as NFPA 1710 and NFPA 1720 contain response-time goals for career fire jurisdictions (NFPA 1710) and combination/volunteer fire jurisdictions (NFPA 1720).²² The NFPA 1710 standard is primarily suited for heavily developed and densely populated urban areas. The NFPA 1720 standard recognizes that many fire jurisdictions serve diverse large areas, and contains response-time standards based on population density.

The CPSE/CFAI document recommends that response-performance goals and standards are developed considering the current capabilities of the jurisdiction, historical service-demand, risk analysis and exposure, and community expectations. Although none of these standards are mandates or codified, the overarching goal of all these documents is to offer response-time goals that provide for the arrival of the appropriate fire department resources in time to safely and effectively mitigate the emergency.

The NFPA 1720 standards are currently the most applicable to the Wasatch County Fire District. The following figure lists the NFPA 1720 recommended staffing and response-time standards by population density.

Figure 81: Staffing & Response-Time Standards to Structure Fires (NFPA 1720)

Population Density	Minimum Staff to Respond	Response Time Standard ¹	Performance Objective
Urban Areas (> 1,000/sq. mile)	15	≤ 9 minutes	90%
Suburban Areas (500–1,000/sq. mile)	10	≤ 10 minutes	80%
Rural Areas (< 500/sq. mile)	6	≤ 14 minutes	80%

¹Defined as the interval between when the unit was dispatched until arrival on scene

For emergency medical incidents, CFAI suggests the following benchmark standards. The standard does not distinguish between the different densities among particular populations.

Figure 82: EMS Response-Time Standards (CFAI)

Unit Type	Response Time Standard ¹	Performance Objective
BLS Unit with AED	≤ 5 minutes	90%
ALS Unit	≤ 9 minutes	90%

¹Includes turnout time of 1 minute or less, plus travel time

The discussion presented in this section of the report describing development of response standards and targets, and the findings in the “Service-Delivery & Performance,” provides WCFD with the information necessary to begin the process of establishing response zones and response performance goals. The District is encouraged to begin the process as soon as feasible in order to assist with future planning needs.

Strategic Planning

An important part of the process described in the preceding section is to determine “customer” needs and community expectations of the District. This can be accomplished through a formal strategic planning process, which begins with identifying external customers and key members of the community. Once identified, meetings with these individuals should be convened for the purpose of addressing the various issues described in this section. At a minimum, representatives should include:

- Business owners
- Prominent citizens in the community
- Representatives of the WCFD Citizens Fire Advisory Board
- Members of civic and service groups (i.e., Chamber of Commerce, Rotary, Lions)
- Media representative(s)
- Multiple citizens who have been actual recipients of fire and EMS services
- Representatives of neighborhood organizations and/or homeowner associations

- Representatives of non-profit organizations
- Representatives of local industry
- Other relevant citizen-customers

The strategic planning process includes representation from every major interest group within the fire department. Each WCFD member and employee would need to feel that their interests are represented by someone in attendance on the planning team. Typically, all personnel are invited to submit responses to an electronic survey, which includes their individual, anonymous feedback.

The strategic planning process should seek to identify:

- How customers prioritize the services provided by WCFD.
- Areas of customer concern about WCFD.
- Customer expectations.
- Customer perspectives on the positive attributes of WCFD.
- How “good service” is measured by the customer.

If conducted appropriately, a formal strategic planning process can produce clear goals and measurable objectives based on community input, as well as the strengths, weaknesses, opportunities, and threats from the perspective of the WCFD’s personnel.

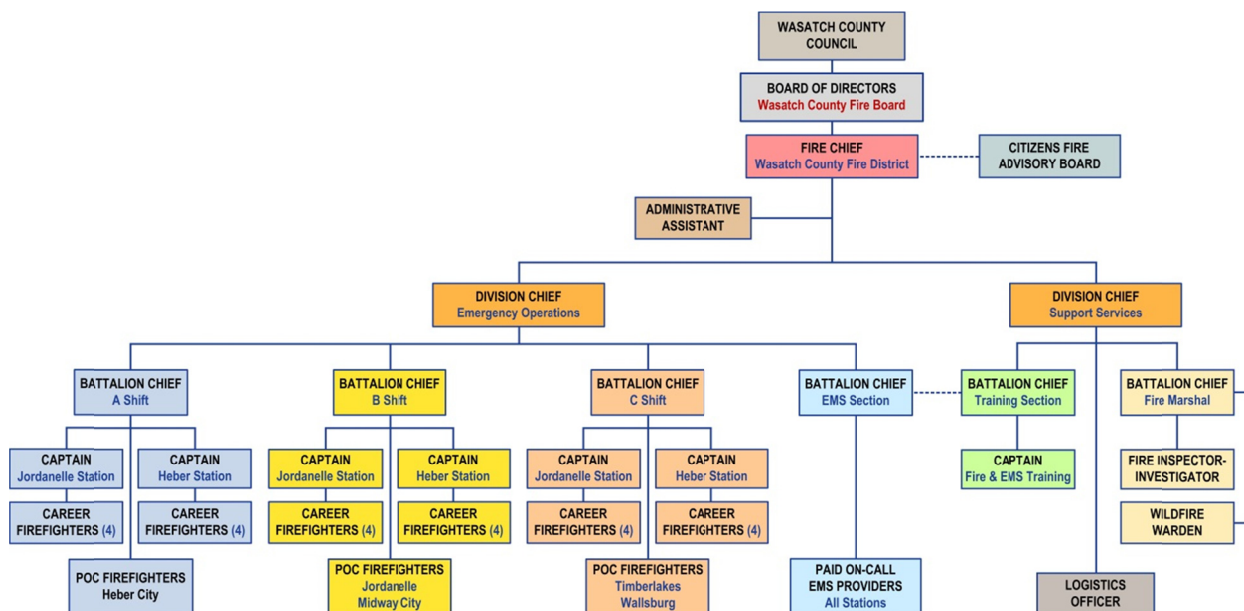
PROPOSED FUTURE SERVICE-DELIVERY OPTIONS

Wasatch County is considered one of the fastest growing counties in the United States. As the community continues to grow, the demand for services from the District and Wasatch County EMS will continue to increase as well. The District and WCEMS need to position themselves to be able to effectively address these demands. ESCI believes that maintaining the status quo would impede WCFD from meeting the needs of the residents and visitors to Wasatch County, and that change needs to begin in the near future.

Reorganization of the Wasatch County Fire District

The following figure is an illustration of a proposed reorganization of the Wasatch County Fire District. The illustration includes a merger of Wasatch County EMS into WCFD (will be discussed later in more detail).

Figure 83: Proposed Organizational Structure of the Wasatch County Fire District



As shown, ESCI recommends that WCFD establish two separate divisions: Emergency Operations and Support Services, each to be overseen by a Division Chief subordinate to the Fire Chief. This model would require employing new personnel, along with the creation of new positions.

Support Services Division

Within the Support Services Division, there would be a Battalion Chief responsible for the Training Section, with a Captain assigned to this section. Training is a critical element of an effective fire department, and requires sufficient staff to ensure adequate fire suppression; emergency medical care; rescue operations; and other topics are delivered to staff. A Battalion Chief would serve as the Fire Marshal and oversee fire prevention, inspections, new construction reviews, and the Wildfire Warden.

Operations Division & Staffing

The Operations Division would continue to include three operational shifts with one Battalion Chief, and one Captain on each shift assigned to the Jordanelle Fire Station, and one assigned to the Heber Fire Station. Each Captain would function as a company officer, and in addition be assigned the responsibility of one or more of the other three “volunteer” fire stations.

Along with the Captains, the Heber and Jordanelle fire stations would each be assigned a minimum of four firefighters scheduled 24-hours daily; with one of those being a Utah-licensed Firefighter/Paramedic assigned to each of those two fire stations.

One Captain and two firefighters would be assigned to a first-due fire apparatus, which would include cross staffing other apparatus. One firefighter and a Firefighter/Paramedic would staff an ambulance. When necessary, the other three members could cross-staff a second ambulance when service-demand requires additional units.

Alternative for Adding Personnel

In the event that funding cannot be acquired to hire additional personnel to staff the Heber and Jordanelle fire stations on a 24-hour basis, WCFD and Wasatch County should consider the following:

- Hire four Firefighter/Paramedics initially, and assign them as the fourth position on the engine crew (or applicable apparatus).
 - This crew could cross-staff an engine with one firefighter and Captain, and the ambulance with one firefighter and a Firefighter/Paramedic.
 - In this configuration, they could respond to fire incidents as a four-person crew, respond to medical emergencies in their first-response area as a two-person engine crew and a two-person ambulance.
- A second alternative would be that they respond to EMS incidents outside their first-response area as a two-person medic crew, leaving the Captain and firefighter at the station and available to respond to subsequent incidents.

Paid On-Call Firefighters

In this model, the POC Firefighters would continue to supplement the fire suppression staffing at all of the fire stations. Essentially, their current roles within WCFD would remain unchanged (as discussed later, ESCI recommends the requirement to maintain Advanced EMT licensure be dropped).

WCFD/WCEMS Merger

From a functional perspective, WCFD and WCEMS currently operate almost as one organization, as ambulances are deployed from stations owned by or shared with WCFD; firefighters provide much of the medic-unit staffing both on-duty and on their days off; and both organizations share a close working relationship.

Paid On-Call EMS Personnel

WCFD should continue to utilize POC EMS personnel to staff ambulances and supplement emergency medical transport services during periods of high demand, as well as during community events, multiple casualty incidents, and other special operations or events.

Fire & Rescue Operations & Deployment

Depending upon the staffing configuration, fire, rescue, hazmat, and other services would remain consistent with current practices and deployed accordingly.

EMS Operations & Deployment

In this model, one 24-hour staffed ALS ambulance would be deployed from the Heber Fire Station and one from the Jordanelle Fire Station. A minimum of one Firefighter/Paramedic would be assigned to each of those stations 24 hours daily. The current deployment of ambulances to 911 emergency scene calls would remain unchanged.

Interfacility Transports

The majority of interfacility transports (IFT) tend to be to locations outside Wasatch County. These transports require a substantial amount of time, and take ambulances out of service for extended periods. For long distance IFTs, ESCI recommends:

- WCFD utilize POC EMS personnel for low-acuity, non-emergent transports if sufficient staff can be assembled in a reasonable time.
- High-acuity emergency IFTs requiring immediate transport would be conducted by the on-duty medic-unit crews.
- The on-duty Battalion Chief would be responsible for coordinating the interfacility transports; ensuring the appropriate ambulances are sent; and notifying POCs or other personnel to come to the station to staff a back-up ambulance.

Cost Projections of Additional Personnel

The following figure lists the estimated costs of employing additional personnel, and transferring the current WCEMS Director to WCFD to the position of EMS Battalion Chief. It is important to note that these are *estimates* only, and that Wasatch County made need to make adjustments accordingly.

Figure 84: Estimated First-Year Costs for Additional Staff Positions

Positions	FTE	Estimated Wages	Estimated Benefits	Total Wages & Benefits
Division Chief	2	195,160	112,217	307,377
EMS Battalion Chief ¹	1	88,709	51,008	139,717
Training Battalion Chief	1	94,302	54,068	148,100
Captain Fire & EMS Training	1	88,463	50,866	139,329
Firefighter/Paramedic	4	241,601	138,921	380,522
Firefighter/EMT (or AEMT)	9	457,415	263,013	720,428
Logistics Officer ²	1	53,873	30,977	84,850
Total Estimated Costs:	19	\$1,219,253	\$701,070	\$1,920,323

¹Current WCEMS Director moved into this position as part of the merger

²Could be a civilian position

The next figure lists the estimated start-up costs to equip new personnel with uniforms, turnout gear, the cost of a physical exam, and assorted other miscellaneous costs.

Figure 85: Estimated Staff-Related Start-Up Costs

Description	Quantity	Cost Each	Totals
Uniforms	19	700	13,300
Turnout Gear	19	3,900	74,100
Physical Exam	19	350	6,650
Miscellaneous Costs	19	250	4,750
Total Estimated Costs:		\$5,200	\$98,800

WCEMS Expense Reductions in the Event of a Merger

Certain administrative costs of WCEMS may be reduced due to a consolidation of technology, telephone, radio costs, and professional fees. Additionally, payments made to WCED by WCEMS will be eliminated but this will have no effect on the consolidated operating results, as a similar amount will be eliminated from revenue with WCED.

In addition, the increase in full-time staffing of two ambulances will produce a reduction in the costs of POC staffing. This staffing reduction could eliminate several volunteer "stipend" payments of \$735 per month, plus the payment of the \$16–\$18 per hour response or callback pay. The addition of four additional full-time Firefighter/Paramedics and nine additional Firefighter/EMTs should significantly reduce the need for all 43 volunteer EMS positions—saving an estimated \$250,000 annually.

The following figure is an estimate of the reduction of these costs using a 50% reduction factor as the estimate. The results show a relatively modest reduction in expenses that would occur in the event of a merger.

Figure 86: Projected Cost Reductions in WCEMS Expenses in a Merger

WCEMS Expenses	2019	2020	2021	2022	2023
Information system maintenance	2,355	2,379	2,403	2,427	2,451
Telephone & communications	2,937	2,967	2,996	3,026	3,057
Professional & technical services	8,685	8,771	8,859	8,948	9,037
Radio & pager fees	15,861	16,020	16,180	16,342	16,505
Computer replacement	2,906	2,935	2,964	2,994	3,024
Information system services	10,726	10,834	10,942	11,051	11,162
Total Estimated Cost Reductions:	\$43,471	\$43,905	\$44,344	\$44,788	\$45,236

Financial Summary of a WCEMS/WCFD Merger

Using historical financial data, the next figure entails an estimated forecast of the combined revenues and expenses resulting from a merger of Wasatch County EMS into the District. The figure also includes the projected start-up and recurring costs of adding the proposed new staff positions.

Figure 87: Projected Revenue & Expenses of a WCEMS/WCFD Merger & Additional Staff

	Budget		Projected Revenue & Expenses			
Revenue & Expenses	2018	2019	2020	2021	2022	2023
Revenue Sources						
Recurring Revenue	\$4,016,907	\$4,203,067	\$4,398,535	\$4,603,777	\$4,819,282	\$5,045,558
Non-Recurring	\$107,105	\$107,105	\$107,105	\$107,105	\$107,105	\$107,105
Total Revenue:	\$4,124,012	\$4,310,172	\$4,505,640	\$4,710,882	\$4,926,387	\$5,152,663
Expenses						
Recurring Expense	\$4,214,103	\$4,322,074	\$4,503,349	\$4,693,341	\$4,892,478	\$5,101,218
Non-Recurring	\$440,100	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subtotal Expenses:	\$4,654,203	\$4,324,074	\$4,505,349	\$4,695,341	\$4,894,478	\$5,103,218
Additional Staff Position Costs						
Wages & Benefits	—	\$1,920,323	\$2,016,339	\$2,117,156	\$2,223,014	\$2,334,165
Initial Start-Up	—	\$98,800	\$24,700	\$24,700	\$24,700	\$24,700
Subtotal Expenses:	—	\$2,019,123	\$2,041,039	\$2,141,856	\$2,247,714	\$2,358,865
TOTAL ESTIMATES:	\$4,654,203	\$6,343,197	\$6,546,388	\$6,837,197	\$7,142,192	\$7,462,083
Net Gain or Loss:	-\$530,191	-\$2,033,025	-\$2,040,748	-\$2,126,315	-\$2,215,805	-\$2,309,420

Additional Recurring Revenue Requirements

The following figure indicates the additional recurring revenue that would be required in each of the five forecast years. The calculation combines the cash flow from operations adjusted first for the increased costs associated with adding 19 full-time positions, with the savings in administrative costs and savings associated with reducing the number of volunteer EMS positions and required callback positions necessary to staff the ambulances.

Figure 88: Estimated Additional Recurring Revenue Required

Description	2019	2020	2021	2022	2023
Cash-flow after adding employee costs (deficit)	-2,033,025	-2,040,748	-2,126,315	-2,215,805	-2,309,420
Administrative cost savings	43,471	43,925	44,344	44,788	45,236
Savings from reduction of POC EMS personnel	250,000	262,500	275,625	289,406	303,877
Required Additional Revenue:	\$1,739,554	\$1,734,323	\$1,806,346	\$1,881,611	\$1,960,307

The preceding estimates illustrate that, should Wasatch County EMS be merged into the Wasatch County Fire District, and each of the recommended staff positions were added, that the District would require additional revenue of approximately \$1.74 million to \$1.96 million annually through 2023.

RECOMMENDED IMPROVEMENT GOALS

The following section outlines various proposed improvement goals for both WCFD and WCEMS. In some cases these will apply to WCFD in its current organizational structure, while in other cases they will apply to the potential merger of WCFD and WCEMS. Improvement goals have been categorized as short-term (6–12 months); mid-term (12–24 months); and long-term (24 months or longer).

It is important to note that these time frames are *estimates*, and some could be accomplished in either a shorter or longer time period. In most cases, the short-term strategies represent the highest priority, with the mid-term and long-term strategies as the next most important priorities respectively.

Short-Term Strategies

The following is a list of various improvement goals that could be accomplished within the short-term.

Improvement Goal A-1: Full-Time Firefighter Overtime

- Wasatch County should *immediately* obtain an outside legal opinion on the FLSA implications of using full-time firefighters as “volunteers” or paid on-call firefighters, and adjust policies and wages accordingly.

Improvement Goal A-2: Strategic Planning

- WCFD should engage in a strategic planning process that would address the development of a mission statement, vision, and department values; along with identifying the priorities of the citizens of Wasatch County. ESCI believes without it, making significant improvements in the organization will be much more difficult to accomplish.
- WCFD should consider conducting a formal strategic planning process with the primary goal of identifying issues, expectations, and support of the community. It may be advisable to conduct this process prior to implementing some of the major recommendations of this report.
 - An alternative to this would be to conduct a structured community survey to obtain as much feedback as possible from the citizens.

Improvement Goal A-3: Internal Communications & Planning

- The District should consider implementing more structured staff meetings on a regular basis, so as to ensure administrative consistency, strategic continuity, and transparency throughout WCFD.
- Consider publishing a quarterly internal newsletter to be distributed to all career and POC staff. This should include determining the best methods for distribution, such as a printed format, social media, e-mail, or other methods.
- Shift Battalion Chiefs and Captains should have regular meetings with career personnel in the Operations Division. This should include meetings with POC personnel.
- Upper management (Fire Chief and Division Chief) should have at least two meetings annually with career and POC fire and EMS personnel.

Improvement Goal A-4: Personnel Issues & Job Descriptions

- WCFD should work with the Wasatch County Human Resources Department to develop formal policies and a structured hiring process for new firefighters and other employees.
 - This should include a formal competitive process for firefighters, officers, and other employees seeking promotion.
- WCFD should develop formal job descriptions for all full-time employees, which should include minimum qualifications for each position.
 - Following this, the same should be completed for paid on-call firefighters and EMS personnel.
- WCEMS (or WCFD) should discontinue the mandatory requirement for new and current EMS volunteers to obtain Firefighter I and Firefighter II certifications, and encourage interested individuals and healthcare professionals to volunteer.
- POC firefighters not functioning in an EMS role should be allowed to drop the requirement to maintain Advanced EMT licensure and, instead be required to maintain a minimum of *Emergency Medical Responder* (EMR) certification.
- As anticipated growth in service-demand increases, the negative impacts on safety as a result of sleep deprivation should be assessed by WCFD to determine if a shorter shift schedule may be indicated to help manage firefighter fatigue and safety.

Improvement Goal A-5: Capital Facilities Planning

- The District should expend considerable effort in creating a capital facilities plan, especially given the continued growth in the County. A growing population and new construction will not only result in an increase in service-demand, but may also shift call-density away from currently located stations (a discussion of the Heber Fire Station is discussed later in more detail under the “Long-Term Improvement Goals” section).
- In addition, changes in building safety codes and NFPA standards should be referenced and incorporated into capital facilities planning, to ensure a safe working and living environment for firefighters and staff.

Improvement Goal A-6: Patient Billing & Other Fees

- WCEMS (or the District) should consider evaluating other billing/collection services that may produce a greater percentage of collections for billed services, as well as at a lower percentage rate of the cash collections. At a rate of 9.75%, the billing/collection service may be charging a rate above what typically may be found with other organizations (5–7%).
- The County should retain an outside firm to conduct an audit of the billing and collection practices. This should include an evaluation to determine if these practices are consistent with the requirements of the U.S. Office of the Inspector General.
- The fee structure in place for plan reviews and inspections should continue to be assessed. As salary and benefit costs increase, fees for services provided to the community should be adjusted. One benchmark against which to measure these fees are those rates found in neighboring jurisdictions.

Mid-Term Strategies

The following is a list of various improvement goals that could be accomplished within the mid-term.

Improvement Goal B-1: Training & Continuing Medical Education

- ESCI recommends considering a transition to electronic tracking of training—especially given the anticipated fire department growth and recommended increase in training activities.
 - An annual training activity report should be generated and publicly shared. This report can be an effective tool in demonstrating and justifying to the public the amount of time and resources expended by the department and staff in ensuring safe and effective emergency responses.
- The amount of historical individual training and hours per year should be evaluated to ensure the time dedicated to training not only meets annual department skills and knowledge requirements, but also the training and proficiency requirements as described in the NFPA 1001 standard.²³
- Consideration should be given to also delivering serial classes at each of the stations to maximize drill time, while maintaining timely emergency response-capability in station response areas.
- ESCI recommends the department increase the drill and training opportunities to at least once a week, and increase the number of multi-company drills to ensure continuity and proficiency of emergency operations.
- WCFD should consider taking greater advantage of UVU's substantial fire-training resources, and maximize the utilization of their services. UVU does not charge for their services, and the District has underutilized this available resource.
- The District should consider adding a qualified and experienced individual to a full-time Training Officer position. This will become more and more important as the community and District grows and adds additional career and volunteer personnel.

Improvement Goal B-2: Update Standard Operating Guidelines (SOG)

- ESCI recommends that WCFD immediately begin reviewing and updating all of its current policies and procedures (Standard Operating Guidelines), along with developing an annual review process.
 - Personnel in the review process should include those most familiar with the policy and procedures being assessed, along with a chief officer that can provide overall policy guidance and expertise.

Improvement Goal B-3: Building & Fire Code Responsibilities

- The Wasatch County Council, Wasatch County Building Department, and Wasatch County Fire District need to re-visit the role of WCFD and the County regarding the role of each in ensuring and enforcing compliance with applicable building, fire, and life-safety codes.
 - Each of the agencies must recognize the importance of their respective responsibilities and should be willing to compromise to an extent that will produce reasonable standards for the community.
- Wasatch County should re-consider reasonable residential sprinkler requirements for new construction. Ultimately, some homeowners would likely realize much lower insurance rates.

Improvement Goal B-4: Equipment Inventory & Supplies

- Given the value of the equipment stored in each station, consideration should be given to installing intruder alarms and/or camera systems in all stations—especially those that are not staffed regularly.
- The District should establish an inventory control policy.
 - Capital and valuable equipment should be inventoried, and a policy established requiring an annual audit to determine if any equipment is missing; the condition of the equipment; and future replacement needs.
- To better manage the District's cash flow, it is recommended the District establish an apparatus and equipment reserve fund. Fleet replacements costs should be calculated based on the estimated useful lives of apparatus, and provisions made to fund the appropriate amounts annually.

Improvement Goal B-5: Property Valuations & Tax Revenues

- Property valuation trends should continue to be monitored with annual discussions with the area's economic development teams. This provides information on not only the continued development of the County, but also the locations, sizes and types of developments being planned.
- Property tax revenues are the single largest source of revenue for the District. The District should continue to take advantage of opportunities to thoughtfully adjust its tax rate, and create special assessment districts to obtain assistance in providing services to previously undeveloped portions of the County.

Improvement Goal B-6: Grant Opportunities

- WCFD should continue to evaluate grant opportunities to acquire or replace equipment or, if the opportunity arises, to expand it's staffing through the use of a SAFER grant.

Long-Term Strategies

The following is a list of various improvement goals that could be accomplished in the long-term.

Improvement Goal C-1: Fire District Governance

The seven-member Wasatch County Council has the statutory authority to oversee the Wasatch County Fire Protection District. Representatives are appointed from members of the Council to serve as the Wasatch County Fire District Board of Directors. While they have no direct authority, the Citizens Fire Advisory Board provides input, from a citizen's and taxpayer's perspective, to the Fire Chief and staff.

The Wasatch County Council has myriad areas of responsibility beyond those related to the Wasatch County Fire Protection Special Service District. For many years, the County Council has done a good job of providing administrative oversight. This is an atypical model, as most fire districts throughout the United States are overseen by an independent board of fire commissioners or directors.

The management and oversight of a fire department providing response to fire, rescue, hazmat, EMS, medical transport, and other incident-types is complex, and requires regular attention and comprehensive knowledge. With a growing community and potentially more complex fire department, Wasatch County may want to consider another option for providing administrative oversight of WCFD.

- Wasatch County should seek legal counsel and subject-matter expertise, and begin to explore the potential of establishing an independent District-elected Board of Directors with the statutory authority to oversee WCFD.
 - A five- to seven-member Board of Directors may be the most appropriate for a district the size of the Wasatch County Fire Protection Special Service District.
 - If this implemented, WCFD should continue to receive input from the Citizens Fire Advisory Board.

Improvement Goal C-2: WCFD Fire Stations

Heber City Fire Station

As described previously, career personnel at the Heber City Station must move to the Midway Station at night, due to the lack of sleeping quarters at Heber. This may be sufficient on a temporary basis, but not in the long term. Since Heber City contains the highest population density in the County, and a high number of commercial occupancies, it is important for that station to be staffed 24-hours daily. ESCI recommends:

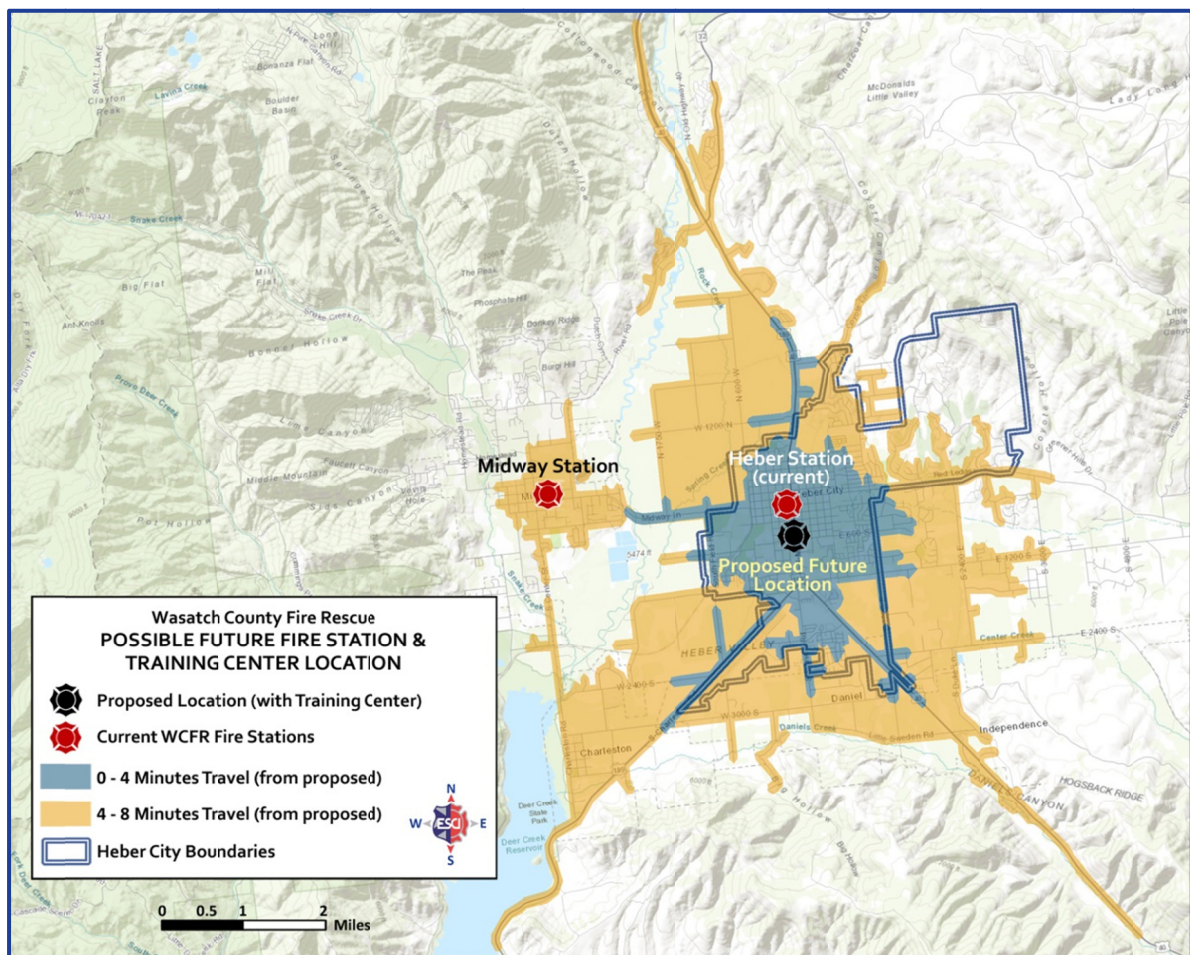
- The District should consider the costs and options for adding sufficient sleeping quarters to the Heber City Fire Station for a minimum of 5–6 career personnel (this could be accomplished in the short term).

Heber City Fire Station Relocation

At some point in the future, the District should plan to replace and re-locate the current Heber City Fire Station. Through the use of a GIS analysis, ESCI has identified a potential future location for relocating the existing station. This is based on historical service-demand and optimal travel times.

The following figure illustrates a general location in which a future station could be located. The image shows that, from this area, Heber City (and most of Midway City) could be easily accessed within either a 4-minute or 8-minute travel time. Considering the 8-minute travel time, areas well beyond the Heber City limits could be easily accessed within that timeframe. In addition, the location would provide rapid access to Highways 189 and 40 (Victory Highway), and enable better response times to southern ends of Wasatch County.

Figure 89: Potential Future Heber City Fire Station & Training Center Location



Training Facility

WCFD lacks a training facility in which firefighters can participate in live fire training; utilize assorted training props; practice hose evolutions; participate in apparatus and pump operations; practice rescue operations; participate in EMS practical skills sessions and other continuing medical education; and attend classroom sessions. ESCI recommends:

- If Wasatch County elects to acquire property for a future replacement of Heber City Fire Station, that a location should be selected with sufficient property to build a future training facility and tower adjacent to the fire station.
- Locating a training facility in Heber City makes sense, as it is in a relatively central location, which would allow both on-duty and POC personnel somewhat easy access.
- WCFD should utilize NFPA Standard 1402, *Guide to Building Fire Service Training Centers* to assist in determining property needs and infrastructure.
- Recognizing the significant costs to build such a facility, ESCI recommends this be included in WCFD's long-range capital facilities planning.

Timber Lakes & Wallsburg Stations

The Timber Lakes and Wallsburg fire stations are essentially apparatus storage facilities without the basic amenities found in most fire stations. There are no sleeping quarters, kitchen facilities, or adequate storage. At present, these stations appear to be sufficient for the needs of the District. However, future growth and increased service-demand may eventually require these stations to be staffed or partially staffed.

- If indicated, Wasatch County and WCFD should include potential upgrades to these fire stations in its long-term capital facilities plan.
- WCFD should regularly monitor service-demand occurring in the response zones of these stations, in order to determine needs and options for deployment of fire apparatus and/or ambulances, and plan accordingly.

General Fire Station Recommendations

- In anticipation of future needs, ESCI recommends that Wasatch County begin pursuing the purchase of property that could be used for a future fire station and training facility, even if current capital funds are not available for a new building.
- WCFD should consider retaining an engineering and architectural firm—with experience and expertise in fire station design—to conduct a comprehensive assessment of each of the current fire stations; with the exception of the Jordanelle Fire Station, to determine the best options for these facilities in the long-term.
- Monolithic fire and EMS stations are becoming increasingly rare due to their substantial costs. It is unlikely WCFD would need such a facility. While a standalone facility would probably be ideal, Wasatch County may want to consider a unique configuration that could reduce the cost and even produce revenue.

The following figure is an example of a unique fire station configuration that includes the typical layout for a fire station, but also contains commercial space and four stories of residential apartments. This mixed-use facility allows capital to be used more efficiently with no degradation in fire protection or EMS.

Figure 90: Example of a Mixed Use Facility (Fire Station 209, Alexandria, VA)



CONCLUSION

Emergency Services Consulting International conducted a comprehensive study of the myriad components that comprise the Wasatch County Fire District and Wasatch County Emergency Medical Services. The study identified areas needing improvement and expansion, as well as a number of positive attributes of the organization.

Throughout this study, ESCI found the Wasatch County Fire Chief, the Wasatch County EMS Director, and their respective employees and “volunteer” staff to be highly dedicated with a strong desire to provide high-quality, efficient, and cost-effective emergency services throughout Wasatch County. ESCI appreciates the considerable time, cooperation, and input from those individuals, as well as the valuable input provided by the elected and appointed officials of Wasatch County, and the members of the Citizens Fire Advisory Board.

The study concluded with a list of short-term, mid-term, and long-term goals that ESCI recommends for improvement. ESCI recognizes that some of these would entail substantial additional costs. Therefore, it is understood that, if accepted, the various recommended improvement goals may require implementation on an incremental basis. ESCI strongly believes that once employed, the ultimate results of these recommendations will be in the best interests of the visitors and citizens of Wasatch County.

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APPENDIX B: REFERENCES

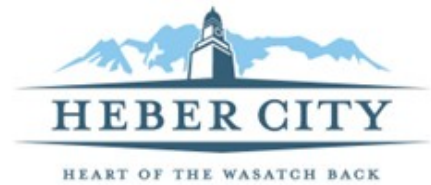
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- ⁷ NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments; NFPA
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²³ NFPA 1001: Standard for Fire Fighter Professional Qualifications (2013 Edition).

Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Engineering Funding for Phase III of the Heber Valley Railroad Trail
RESPONSIBLE: Nancy O'Toole
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Community Improvement Requirement

SUMMARY

Don Taylor and Nancy O'Toole, of Mountainland Association of Governments, request that the City fund a wetland mitigation study and associated components related to the Heber Valley Railroad trail project.

RECOMMENDATION

It is recommended that Heber City fund the required wetland mitigation study, the survey, and the engineering for Phase Three of the RRT. It is hoped to have the project shovel ready by June 1, 2023, when the Utah Trail Network decides which trail projects to fund. This city funding will allow these items to be completed by this deadline. *Other stakeholders have already agreed to the same proactive effort on their respective phases or segments of the project.*

The costs of the wetland delineation, survey, and engineering are \$92,110.00. The goal is to pay for and complete this engineering now, raising the likelihood of having the project funded through the Utah Trail Network (UTN). Their decision will be made in the summer of 2024. If the City succeeds, this will save the City most of the 40% matching money required by the Transportation Investment Fund (TIF), about \$275,000.

BACKGROUND

On July 18, 2023, Mountain Lands came before the City Council for approval to fund 40% matching funds required by the TIF grant program through UDOT. The Council voted to budget the funds for the TIF proposal to build the Heber Valley Railroad Trail. Nancy O'Toole submitted the proposal on August 30, 2023. Said proposal was accepted and is being processed. The legislature and UDOT formed a new committee called the Utah Trail Network. Their task is finding shovel-ready projects to fund with the 45 million dollars our legislators set aside for trails. Their timeline is to invest in a few shovel-ready projects in the spring of 2024.

Wasatch County has approved the engineering costs for Phase Two of the project. This 2nd Phase covers two pedestrian bridges and some wetland impacts. The total cost is \$ 402,000.

There are two different scenarios that could transpire.

- The most favorable is having the whole project shovel ready by June 1, 2023, and to have one of the projects funded through the Utah Trail Network. The City's engineering costs would be \$92,000.

- The second scenario is that the City pays for the engineering cost, but the UTN does not select the trail. In such a circumstance, the City would then proceed with the TIF grant proposal under UDOT, with the City matching 40% of the cost of Phase Three, approximately \$325,000. *Note: In the second case, the \$92,000 will be part of the 40% match.*

DISCUSSION

See the above background discussion.

FISCAL IMPACT

The engineering and associated costs for Phase Three combine for \$92,110. This includes costs for the necessary work to be ready to bid out for construction. It also brings the project “shovel ready” in the view of Utah Trails Network. If the City is successful in getting UTN to fund the City’s project, this will replace the much larger figure already approved as the 40% match for the UDOT - TIF funding. If not approved, this will simply pour over and be part of the matching monies. The major difference is when the money must be paid out.

The key issue to consider is, that in order to convince UTN to fund the City’s project, the City must be ready. All the preparatory work is completed by the June 1 deadline. Phase III is within Heber City limits, the work must be done for either funding source, or in both cases, this money will be part of Heber’s ultimate financial responsibility.

The proposed cost for completing survey and engineering was not included in the FY '24 budget. Should Council advance this project, staff would include the \$92,110 in a future budget amendment.

CONCLUSION

The ultimate goal is to have the entire 4.4-mile project shovel-ready by June 1, 2024. It is anticipated that when the Utah Trail Network team sees the City’s commitment to this project, in part through the value of the funds all of the partners have proactively contributed to get this project ready for construction, this Project will rise to the top of priorities for UTN.

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: J. Mark Smedley, Asst. City Manager

EXHIBITS

1. HVRR Rail Trail Phase C_Scope of Work jms



August 31, 2023

Don Taylor, Trail Planner
Mountain Land Association of Governments
586 E 800 N
Orem, UT 84097

Project: Design Services for HVRR Rail Trail Segment C

Dear Don:

Consor North America Inc. is pleased to submit this scope of work and fee for the design and preparation of advertising package for the HVRR Rail Trail segment C that is 4600 ft (0.87 miles) long. Segment C will intercept and connect with segment B (assumed to be on the northside of 1200 South) and will continue in the Northeast direction and will extend into the Heber Valley Railroad Depot. The crossing of 1200 South will be coordinated with the design of Segment B but ultimately the crossing of 1200 South will be designed in the Segment B package.

Segment C of the trail is mainly straight forward however there are some complications that will need special attention. Through Segment C there are 3 road crossings that will need to be evaluated to ensure safe and efficient interaction between trail users and vehicles. Additionally, there will be a significant effort to design the terminus located at the Depot. We anticipate having to work through a several alternatives prior to finding the ultimate solution.

We propose finalizing the design and preparing a complete advertising package for constructing the HVRR Rail Trail Segment C spanning from 1200 South to the Heber Valley Railroad District.

The following assumptions are included in our definition of the scope of work.

ASSUMPTIONS:

1. With the trail situated on state lands, no ROW acquisition will be required for this project.
2. The alignment of the trail can be flexible such that no utility relocations will be required for this project.
3. The project will not include trail head or parking lot designs.
4. No Sewer/Water utility design will be required.
5. No irrigation relocation will be required; however, the scope includes 2 culvert crossings.
6. No lighting design will be required.
7. Project advertising documents will be limited to bid tabulation, measurement and payment, and any required special provisions.
8. Plans will be maintained and developed using MicroStation.
9. Three reviews of the plans and documents are included in the scope of the work.
10. Existing right-of-way information will be based on the GIS linework obtained from county records and not survey quality.

Consor North America, Inc.

986 West 9000 South West Jordan, UT 84088 ■ Phone: (801) 495-4240 ■ Fax: (801) 495-4244

11. No major changes have happened along the corridor that would complicate the environmental re-evaluation.
12. Does not include Permit and review fees for Wetland mitigation and permitting.
13. The State Environmental Study (SES) being prepared for Segment A of the HVRP Rail Trail will fulfill UDOT's environmental requirements and, therefore, a separate SES will not need to be prepared for Segment C.

CONTRACT FEE TYPE

The fee type for this project is Time and Materials Not to Exceed.

CONTRACT TIME

This work will be performed between August 2023 and June 2024.

SCOPE OF WORK

Task 100 Progress and Design Review Meetings

Consort will prepare an agenda and work with MAG to schedule a Kickoff meeting based on availability of key project personnel. Preparation for this meeting will include a visit to the project site to identify design and/or constructability concerns. Throughout the project, Consort will hold regular coordination meetings to provide status and present progress.

Objectives:

- Introduction of team members
- Confirm project scope, schedule, and budget.
- Discuss project goal, risks, and critical path activities.

Tasks:

- 101 - Kickoff Meeting
- 102 - Design Review/Coordination Meetings
- 103 - General Coordination Meetings

Deliverables:

- Meeting notes with action items and follow up.

Task 200 Pre -Design Planning

Consort will perform the activities to design the HVRP Rail Trail to a 10% completion level. These activities include:

Objectives:

Develop Crossing Alternatives, horizontal layout of Trails, bridge crossings along the Upper Provo and Snake Creek, Public Road Crossings, sidewalks, and green space areas.

Tasks:

- 201 - crossing alternatives
- 202 - 10% design
- 203 - 10% Engineer's Opinion of Probable Construction Costs

- 299 - Quality Control (QC) / Quality Assurance (QA)

Goals:

- Finalize Crossing alternatives and horizontal geometry.
- Consider location of facilities including drainage facilities and outfalls, sidewalks, pedestrian bridges, and street crossings.

Task 300 – Develop 30% Design

Conсор will perform a topographic survey of the project area. The survey will include establishing survey control, locating existing survey monuments, developing base map of project area by surveying existing ground surface features, streams, and break lines. In addition, the survey will include necessary hard features such as roadway centerlines, edge of pavements, and all visible utilities in roadway and proposed trail alignment. Where required utility inverts will be obtained by removal of manhole and valve lids. This information will be compiled into a CAD drawing to be used during project design.

With the existing data, Conсор will perform the activities required to design the HVRR Rail Trail to a 30% completion level. These activities include horizontal layout of Trails, including both bridge crossings, public road crossings, sidewalks, and green space areas. Demolition of any existing features, investigation of existing utilities and potential conflicts will be understood.

Objectives:

1. Collection of topographic survey data including existing utility data from third-party utilities and topographic mapping of the selected project corridor.
2. Geotechnical investigations.
3. Development of project base map
4. Development of 30% design drawings (horizontal only).

Tasks:

- 301 - Collection of Existing Data and Survey
- 302 - 30% design
- 303 - 30% Engineer's Opinion of Probable Construction Costs
- 399 - Quality Control (QC) / Quality Assurance (QA)

Goals:

- Finalize horizontal geometry.
- Finalize location of facilities including drainage facilities and outfalls, sidewalks, pedestrian bridges, and street crossings.

Task 400 – Environmental Clearance

The Conсор Team has already prepared an SES for the trail. Because the SES has expired Conсор will gather and update environmental clearance letters and resubmit the SES.

Objectives:

1. Obtain an approved SES for Segment C.

Tasks:

- 401 – Prepare and submit the SES for Segment C.

Task 500 – Develop 60% 90%, and Final Design

Conсор will perform the activities to design HVRR Rail Trail to a 60%, 90% and 100% completion level. Construction Cost Estimate (Engineer's OPCC) at 60%, 90% and 100% Final Design submittals. At each submission a PDF file that includes the current construction plans will be provided. Following a 2-week review period Conсор will meet with the team to discuss and resolve all comments prior to commencing the next step in the design process. Electronic files in their native format including Cad files, documents, calculations, spreadsheets, etc. will be provided.

These Activities include:

1. Horizontal layout of Trails,
2. Public Road Crossings, sidewalks and,
3. Identifying any demolition of existing features, investigation of existing potential conflicts, and
4. Develop vertical profiles such that 3D modeling can be performed for trails, Road crossings, and sidewalks.
5. Comprehensive drainage and utility design,
6. Specific site civil details including Trail amenities,

Tasks:

- 501 - 60% Design Drawings.
- 502 - 60% Engineer's Opinion of Probable Construction Costs
- 503 - 90% Design Drawings and Project Manual.
- 504 - 90% Engineer's Opinion of Probable Construction Costs
- 505 - 100% plans for review
- 506 - Final Design Signed and Sealed Drawings and Project Manual (Bidding Documents).
- 599 – Quality Control (QC) / Quality Assurance (QA)

Goals:

- Finalize vertical geometry.
- Finalize grading of green space
- Finalize construction scope.
- Advertisement for construction.

CONTRACT FEE

Conсор will execute the scope as described above for the following fee:

<u>SUMMARY OF FEES</u>		
Task	Description	Fee
100	Progress and Design Review Meetings	\$ 5,470.00
200	Pre-Design Planning	\$ 17,825.00
300	Preliminary Design	\$ 25,610.00
400	Environmental Clearance	\$ 5,000.00
500	Final Design	\$ 33,095.00

Conсор North America, Inc.

986 West 9000 South West Jordan, UT 84088 ■ Phone: (801) 495-4240 ■ Fax: (801) 495-4244

-	Direct Expense (Geotech)	\$5,000.00
	TOTAL	\$ 92,110.00

The combined project budget for the scope outlined above is on a time and material basis that is not to exceed **\$92,110**. If additional meetings, analysis, or work outside this scope become necessary, Consor will require written approval in the form of a change order.

Consor looks forward to getting started on this project. I've included a breakdown of the cost estimate to understand the project costs better. Please give me a call if you have any questions or comments.

Respectfully,

Consor North America, Inc.



Mason Bouck, PE
Transportation Division Manager

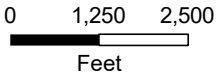


Wasatch County Railroad Trail, Construction Phases

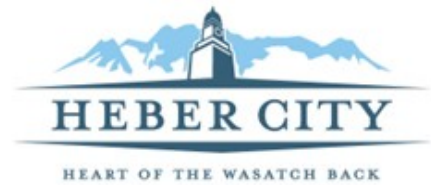
UDOT Project No: F-LC51(14)
PIN: 12431

- Phase I
- Phase II
- Phase III
- Emergent Marsh
- Wet Meadow
- Open Water
- Future/Improved Trailhead
- Existing Trailhead
- Bridge or Boardwalk

Total Impacted Wetlands:
Wet Meadow: (1.35 acres)
Emergent Marsh (0.21 acres)



Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Cottages rezone and Master Development Agreement (MDA) at 1000 South 600 West
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Russ Witt, owner of three existing single family dwellings at approximately 954 South 600 West, has approached the City about a development agreement with the property to permit the construction of five new cottages to replace the two existing dwellings.

The policy questions include the following:

1. Should the City approve an MDA to permit the proposed cottages?
2. If so, what conditions should accompany the development agreement?

RECOMMENDATION

Staff recommends Council discuss the proposed MDA terms and provide feedback to staff for the preparation of an MDA at the next Council meeting.

BACKGROUND

The property contains two existing modular homes and a recently constructed cottage home. The petitioner is proposing to replace the 2 modular homes with five new cottage homes similar to the existing home. The property is located within the R-1 Residential Zone, which limits density and would require a development agreement to accommodate the proposed new dwellings.

DISCUSSION

The General Plan identifies this area as the Medium Density Residential (MDR) District, with primary uses including single family dwellings at 3 to 6 units per acre. The City currently implements the MDR District in this area with the R-1 Residential Zone.

General Plan Land Use Table

District	Uses	Density	Key Characteristics
----------	------	---------	---------------------

Medium Density Residential (MDR)	Primary: single family residential uses	3 to 6 units per acre	Existing single family neighborhoods with a mix of suburban and rural street standards.
----------------------------------	---	-----------------------	---

The property is currently zoned R-1 Residential, which permits single family dwellings upon lots of 10,000 square feet with 100 feet of frontage. One of the lots is described by metes and bounds, while the northern lot is located upon Lot 2 of the Last Stand Subdivision Plat B.

The property contains approximately 283 feet of frontage along Industrial Parkway (aka 600 West), an approximate depth of 127 to 130 feet east to west, and approximately 1.02 acres between the two lots. The proposed development would equate to a density of 6 dwelling units per acre.

Development Summary

- Area: 1.02 acres
- Current Developed Density: 3 DU/acre
- Proposed Density: 6 DU/acre
- Current Zone: R-1 Residential
 - 10,000 sf min
 - 100' frontage min
 - 3.5 DU/acre max
- General Plan: Medium Density Res (MDR)
 - Single Family Dwellings
 - 3 to 6 DU/acre

On September 12, 2023, the Planning Commission held a public hearing and recommended approval of the proposed MDA terms.

After review by the Planning Commission, the City Council provides the final review of the MDA. After the MDA process is complete, the remaining process includes:

1. Small Subdivision process;
2. Vacate Lot 2 of the Last Stand Subdivision Plat B; and
3. Building Permit.

Utah State Code Section 10-9a-532 requires the City to disclose which property rights the proposed development agreement will restrict. Here is a summary of the development agreement's permissions and restrictions.

1. New Property Rights

1. Permits a density of 6 units per acre instead of 3 units per acre (minimum lot size changed to 7,300 sf instead of 10,000 sf).
2. Permits a rear yard setback of 20 feet instead of 30 feet.
3. Permits a street frontage requirement of 50 feet instead of 100 feet.

2. New Restrictions

1. Architectural design requirements do not apply in the R-1 Zone to dwellings. With the MDA, there will be design requirements that limit the choice of wall and roof color, 2 story height limit instead of 40 feet, requirement to plant a tree, requirement to change

dormer type on front wall from house to house, change of wall covering type and roof type from house to house, mirrored floor plans from house to house, window size and shape change from house to house and front design elements required.

FISCAL IMPACT

The proposed zone change will not impact the City's budget.

CONCLUSION

The proposed development replaces two modular homes with 5 new homes in an area walkable to schools and recreational facilities and is consistent with the vision found in the general plan for the area. The zone change should consider public comment to ensure compatibility with the surrounding neighborhood, including the following conditions:

1. Development will require the burial of overhead power lines as required by Heber City Code;
2. Building height should not exceed 2 stories;
3. Each home should include a tree planted in the front yard; and
4. Each home shall not be identical to an adjacent home, including the following types of elevation differences:
 1. Wall covering color and roofing colors;
 2. Front dormer types (i.e. shed versus typical);
 3. Roof type (hip roof versus traditional roof slope or roof pitch);
 4. Front wall covering (i.e. vertical versus horizontal siding, and/or use of brick or stone);
 5. Mirrored floor plan;
 6. Window size and shape on front elevation; and
 7. Front design elements (i.e. roof vent feature on dormer, eyebrows (or lack thereof) on dormers and different trim size or color around doors, corners and windows).

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. Cottages Presentation
2. Architectural Letter
3. COTTAGES ON INDUSTRIAL-C-1 - SITE PLAN

4. Last Stand Subdivision Plat B
5. Cottages Applicable Codes
6. Cottages DA - 4872-5041-1139 - 1

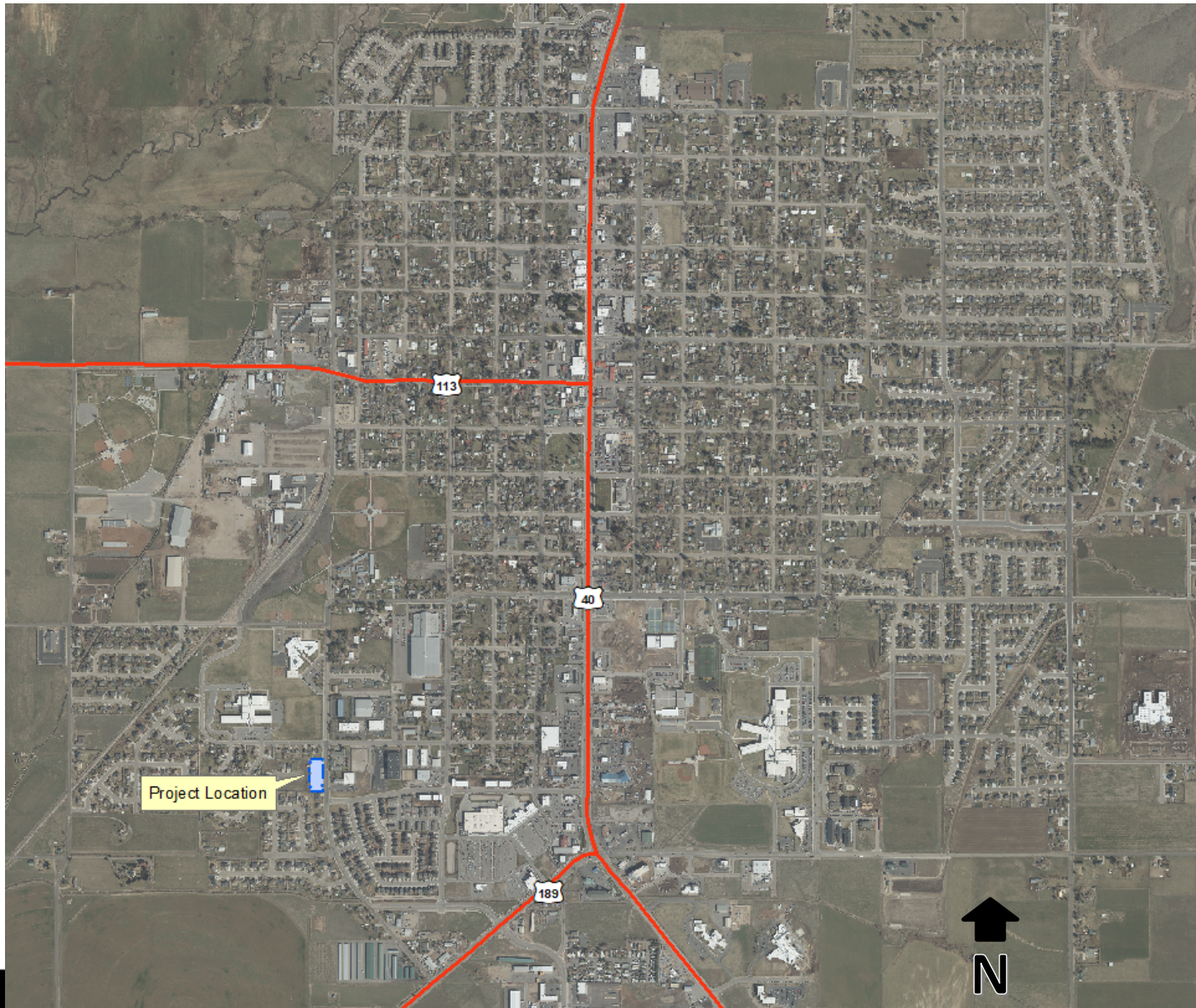
Industrial Road Cottages MDA

October 3, 2023

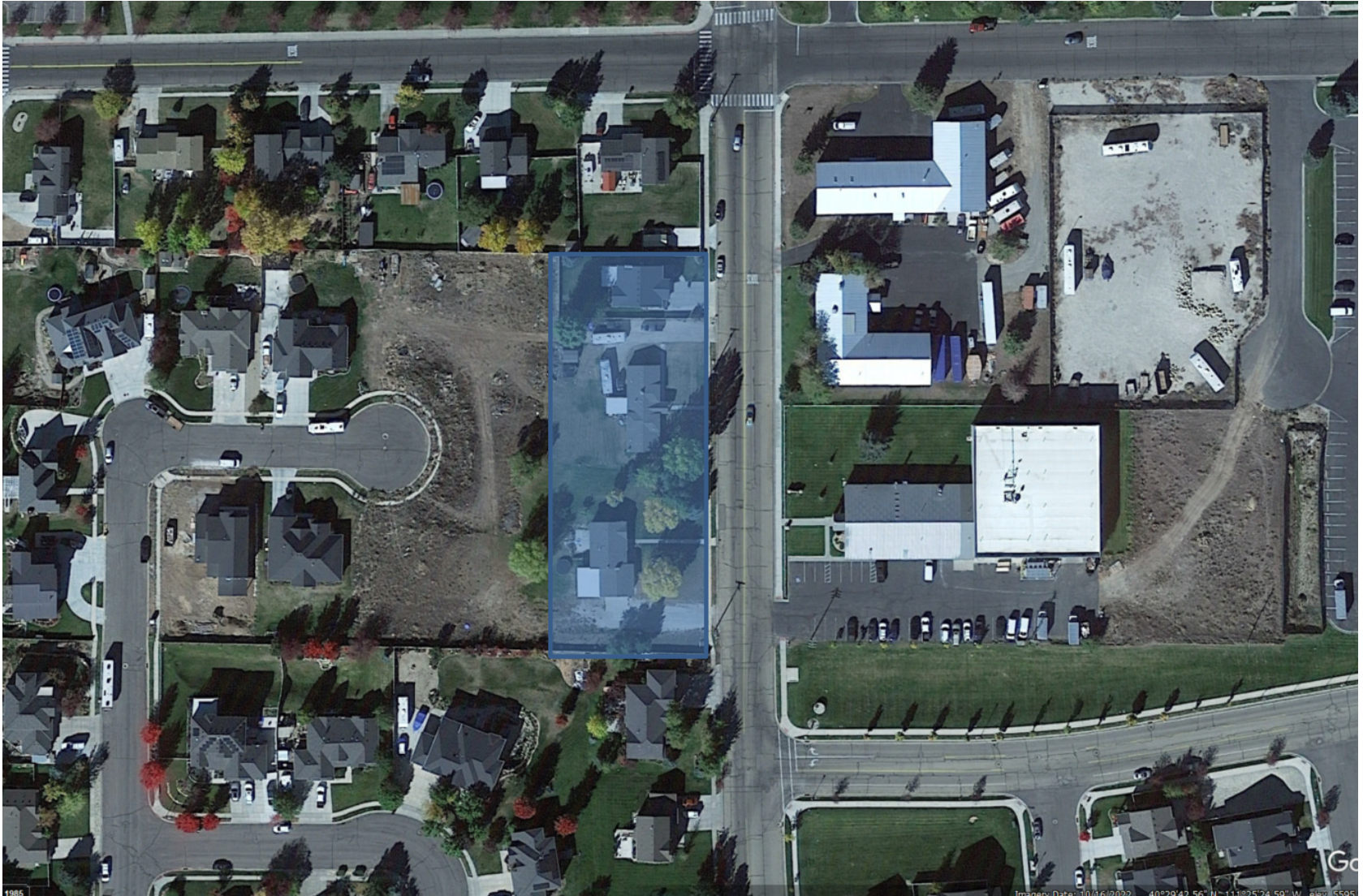
Petitioner: Russ Witt



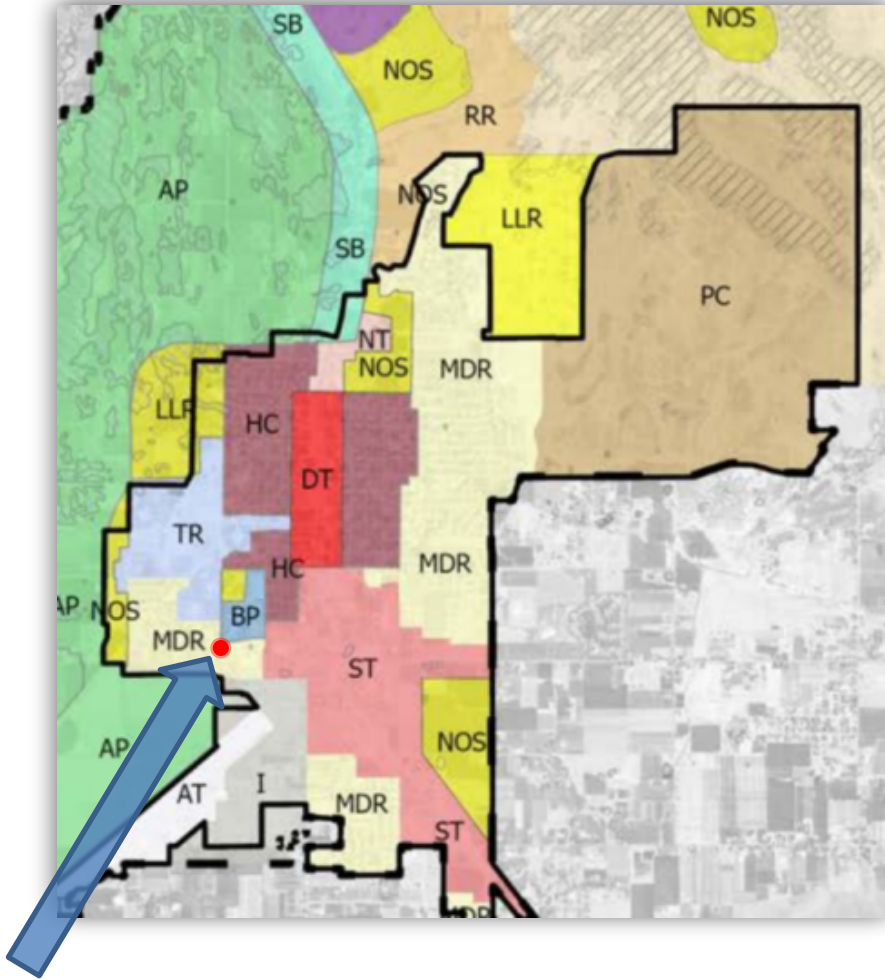
Vicinity Map



Aerial Photo



General Plan & Zoning Map



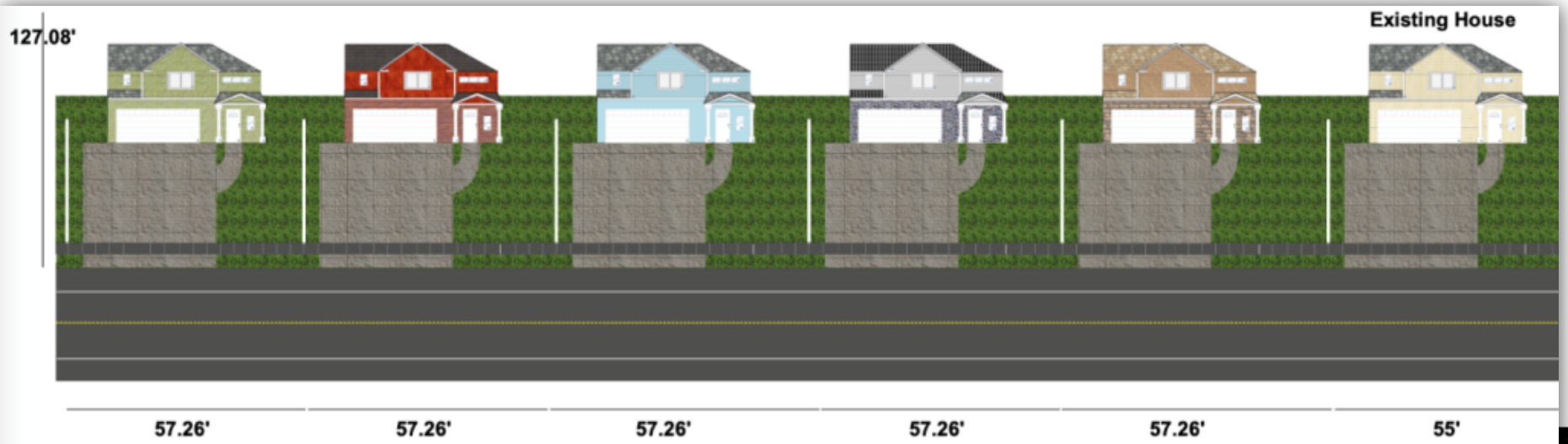
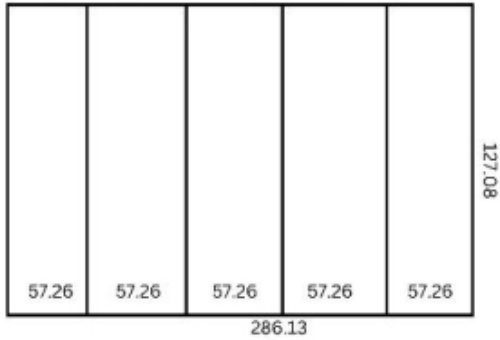
Existing Dwellings



Concept



Industrial Parkway



Draft Subdivision Concept



LOT LINES (EXISTING)	---
LOT LINES (PROPOSED)	==
EXISTING CURB AND GUTTER	==
PROPOSED CURB AND GUTTER	==
SETBACK LINE	- - - - -
EXISTING FENCE	- - - - -X- - -
LANDSCAPE AREA	
CONCRETE AREA	

SITE DATA

TOTAL AREA:	36,886 SF (0.85 ACRES)
EXISTING LOTS:	2
EXISTING DENSITY:	2.35 UNITS/ACRE
PROPOSED LOTS:	5
PROPOSED DENSITY:	5.88 UNITS/ACRE

ZONE_DATA

SETBACKS:
FRONT YARD: 30'
SIDE YARD: 10'
REAR YARD: 20'

- GENERAL NOTES:
1. CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
3. ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
4. ALL SEWER, WASH AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
5. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, SIDEWALKS AND ALL UTILITIES SHALL BE REPLACED KIND FOR KIND.
6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
7. ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.



ZONE MAP AMENDMENT

HQI	REMARKS	BY	DATE

LEGEND ENGINEERING
52 WEST 100 NORTH
HERRER CITY, UT 84032
PHONE: 435-854-4828



**COTTAGES ON INDUSTRIAL
SITE CONCEPT**
3888 S INDUSTRIAL PARKWAY, HEBER CITY, UTAH 84032

SHEET:
C-1

DATE: 8/8/2023

Proposed Development Details

- Area: 1.02 acres
- Current Density: 3 DU/acre
- Proposed Density: 6 DU/acre
- **Current Zone: R-1 Residential**
 - 10,000 sf min
 - 100' frontage min
 - 3.5 DU/acre max
- **General Plan: Medium Density Res (MDR)**
 - Single Family Dwellings
 - 3 to 6 DU/acre

Conclusion

- Promotes redevelopment of homes in an area walkable to schools and recreational facilities and is consistent with the vision found in the general plan for the area.

Recommended Conditions

1. Burial of overhead power lines
2. 2 story building height;
3. Plant a tree planted in each front yard; and
4. Each home shall not be identical to an adjacent home:
 - a. Wall covering color and roofing colors;
 - b. Front dormer types (i.e. shed versus typical);
 - c. Roof type (hip roof versus traditional roof slope or roof pitch);
 - d. Front wall covering (i.e. vertical versus horizontal siding, and/or use of brick or stone);
 - e. Mirrored floor plan;
 - f. Window size and shape on front elevation; and
 - g. Front design elements (i.e. roof vent feature on dormer, eyebrows (or lack thereof) on dormers and different trim size or color around doors, corners and windows).

Recommendation

- Staff recommends Council discuss the proposed MDA terms and provide feedback to staff for the preparation of an MDA at the next Council meeting.

Policy Questions

- Should the City approve an MDA to permit the proposed cottages?
- If so, what conditions should accompany the development agreement?



August 8, 2023

Heber City
Planning Commission & City Council

Architectural Intent

Russ Witt intends to construct five homes, of the same floor plan, on the proposed lots. The homes will be differentiated from one another through various architectural features such that no two adjacent homes will be identical. The differentiation can be accomplished by adjustments to roof pitches, gables, dormers, and/or floor plan mirroring.

Thank you for considering this application. We look forward to working with Heber City on this development.

Cal Johnson
Legend Engineering
cal@legendengineering.com
(435) 654-4828





LEGEND

LOT LINES (EXISTING)

LOT LINES (PROPOSED)

EXISTING CURB AND GUTTER

PROPOSED CURB AND GUTTER

SETBACK LINE

EXISTING FENCE

-X-

LANDSCAPE AREA

CONCRETE AREA

SITE DATA

TOTAL AREA:

36,886 SF (0.85 ACRES)

EXISTING LOTS:

2

EXISTING DENSITY:

2.35 UNITS/ACRE

PROPOSED LOTS:

5

PROPOSED DENSITY:

5.88 UNITS/ACRE

ZONE DATA

SETBACKS:

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30'

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10'

REAR YARD:

20'

- GENERAL NOTES:
1. CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
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 4. ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
 5. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND.
 6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
 7. ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.

811

N

0 20 40 60

1" = 20'

Scale in Feet



NO.	REVISIONS	BY	DATE

LAST STAND SUBDIVISION - PLAT B

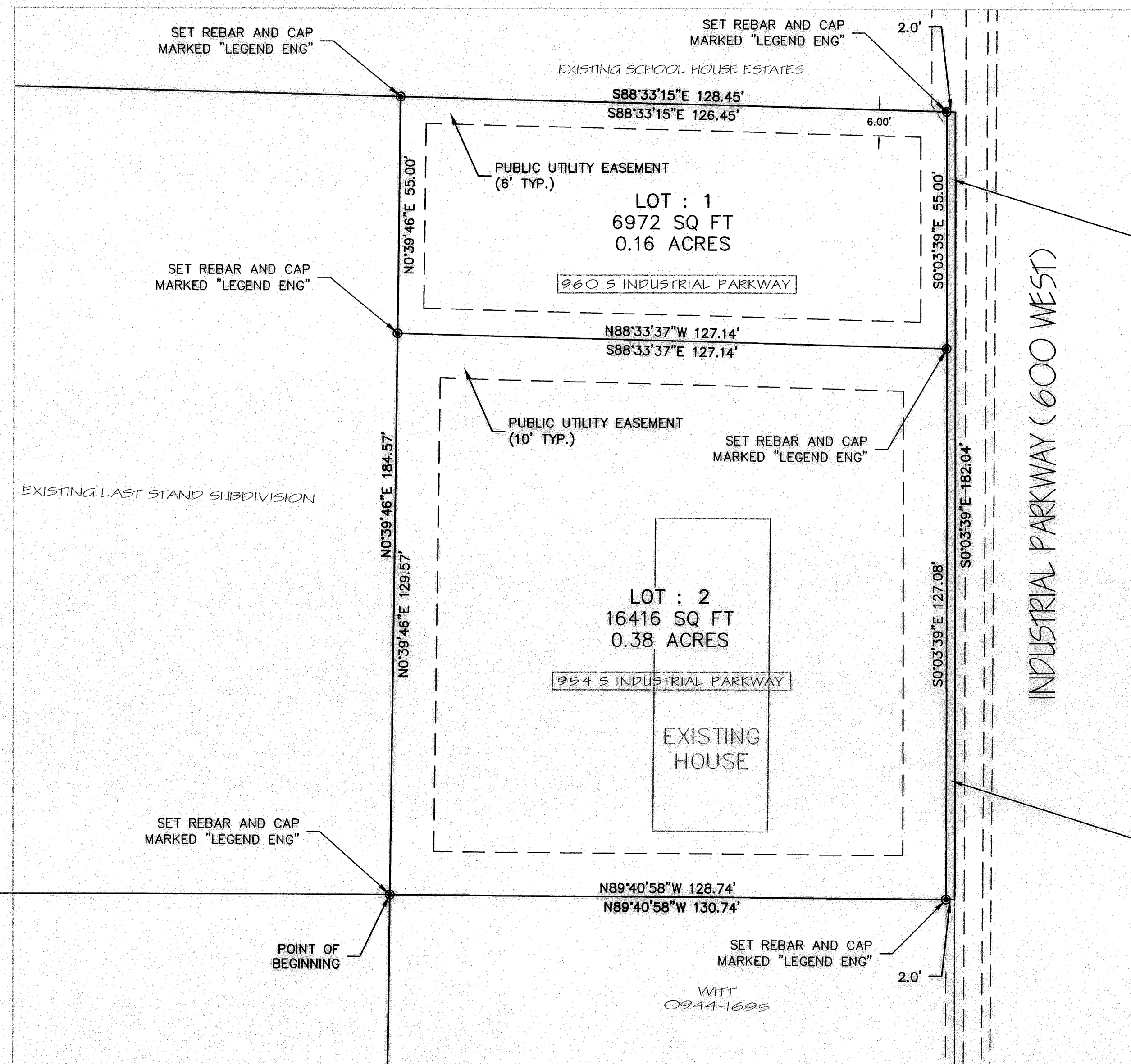
LOCATED IN THE SE 1/4 OF SECTION 6, TOWNSHIP 4S, RANGE 5E
SALT LAKE BASE AND MERIDIAN
HEBER CITY, UTAH

FOUND WASATCH
COUNTY MONUMENT:
WEST 1/4 CORNER
SEC 6, T4S, R5E
SLB&M

BASIS OF BEARING BETWEEN MONUMENTS:
N01°12'40"W 2663.57'
(RECORD N01°12'40"W 2663.70')

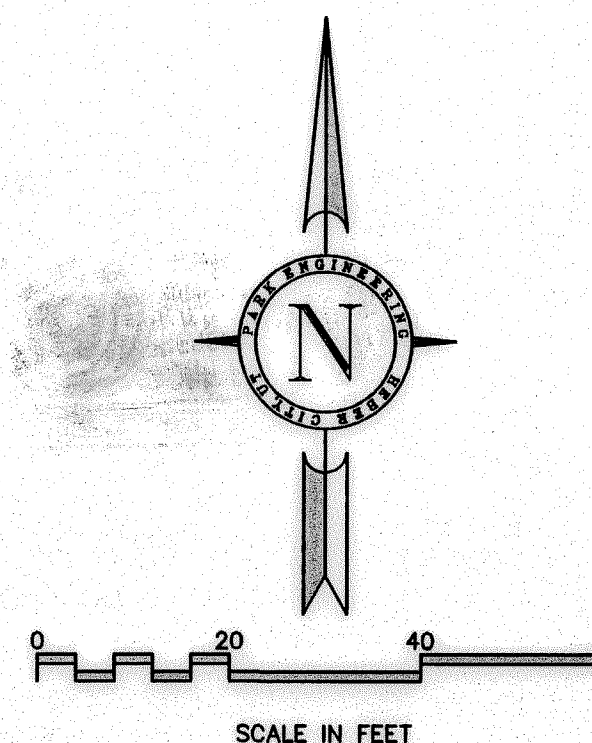
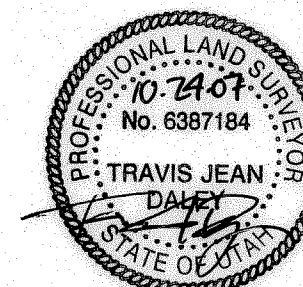
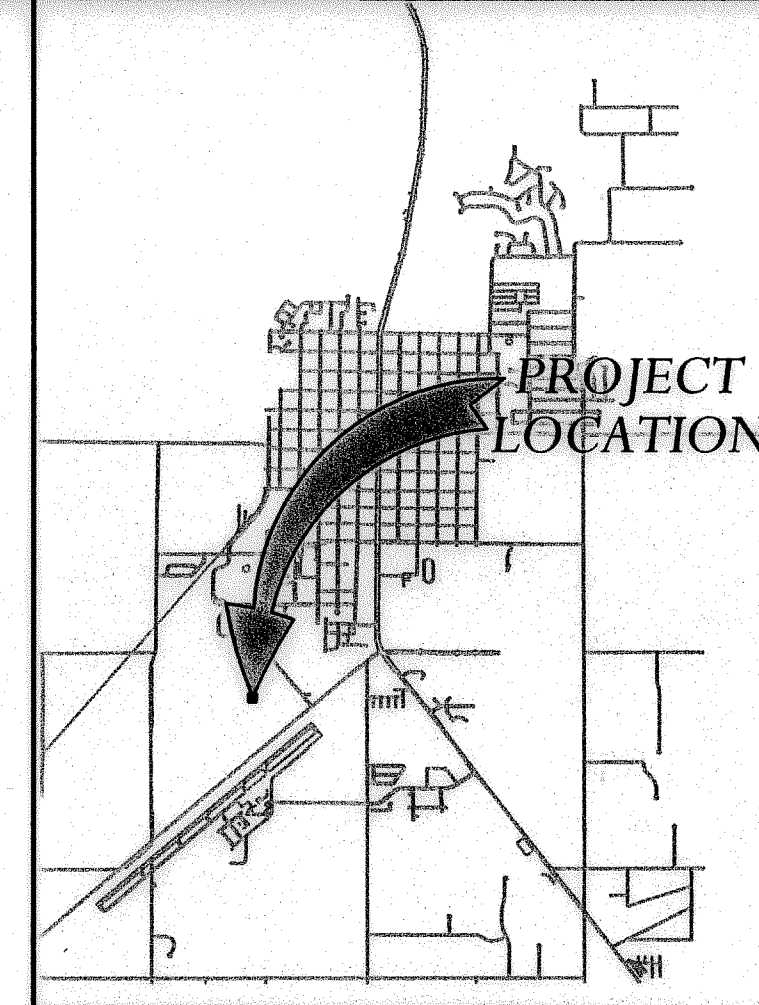
N01°12'40"W 849.67'

FOUND WASATCH
COUNTY MONUMENT:
SOUTH WEST CORNER
SEC 6, T4S, R5E
SLB&M



ALL PROPERTY AS DESCRIBED IN BK:0940, PG:2351
THAT IS EAST OF THE EASTERN LOT 1 BOUNDARY,
AS SHOWN HATCHED HERE ON THIS PLAT, IS TO
BE DEDICATED TO HEBER CITY. ANY OTHER
PROPERTY EAST OF THE EAST BOUNDARY OF LOT
2 IS ALSO TO BE DEDICATED TO HEBER CITY.

ALL PROPERTY AS DESCRIBED IN BK:0940, PG:2351
THAT IS EAST OF THE EASTERN LOT 2 BOUNDARY,
AS SHOWN HATCHED HERE ON THIS PLAT, IS TO
BE DEDICATED TO HEBER CITY. ANY OTHER
PROPERTY EAST OF THE EAST BOUNDARY OF LOT
2 IS ALSO TO BE DEDICATED TO HEBER CITY.

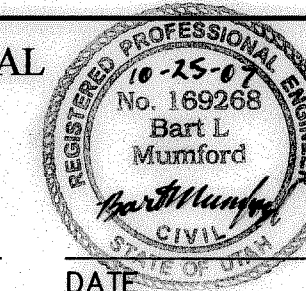


LEGEND

- SET REBAR AND CAP MARKED "LEGEND ENG" AT PROPERTY CORNERS
- FOUND REBAR AND CAP
- PUBLIC UTILITY EASEMENT

CITY ENGINEER APPROVAL

Bart L. Mumford
CITY ENGINEER



WASATCH COUNTY SURVEYOR APPROVAL

Travis J. Daley
COUNTY SURVEYOR

10-24-07
DATE

WASATCH COUNTY RECORDER

ENTRY # 327183 DATE 10-26-07 TIME 2:12 PM
FEE \$2.00 BK 952 PG 1 FOR WIT EXCAVATION
BY M. G. LEWIS WASATCH COUNTY RECORDER ELIZABETH M. PALMIER
PG. 1972-1981

COUNTY RECORDER DATE

SURVEYOR'S CERTIFICATE

I, Travis J. Daley, do hereby certify that I am a Professional Land Surveyor and that I hold certificate No. 6387184 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I further certify that, by the authority of the owner, I have completed a survey of the tract of land shown on this plat in accordance with Section 17-23-17. That I have verified all measurements and have placed monuments as represented on this plat.

Travis J. Daley, PLS
Date 10-24-07

BOUNDARY DESCRIPTION

Commencing at a found Section Corner, monumenting the South West Corner of Section 6 Township 4 South, Range 5 East; thence North 0°12'40" West 849.67 feet along the Monument Line; thence North 90°00'00" East 2681.51 feet to the point of beginning; thence North 0°39'46" East 184.57 feet; thence South 88°33'15" East 126.45 feet; thence South 0°03'39" East 182.08 feet; thence North 89°40'58" West 128.74 feet more or less to the point of beginning.

Contains an area of 0.55 acres more or less.

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the Surveyor's Certificate on this plat, have caused the land described on this plat to be divided into lots, open spaces, easements and other public uses as designated on this plat, and now do hereby dedicate under the provisions of 10-9-807 Utah Code, without condition, restriction, or reservation, to Heber city, Utah, all streets, water, sewer, and other utility improvements required by the development agreement between the undersigned and Heber City for the benefit of the City and the inhabitants thereof.

Travis J. Daley
Name Date 10-25-07

ACKNOWLEDGMENT

State of Utah }
County of Wasatch } s.s.

On the 25 day of October, 2007 personally appeared before me, the undersigned notary public, the signer of the above Owner's Dedication, who duly acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.

Paula Morris
Notary Public Date 10-25-2007

My commission expires 5-27-09

Travis J. Daley
Name Date 10-25-2007

ACKNOWLEDGMENT

State of Utah }
County of Wasatch } s.s.

On the 25 day of October, 2007 personally appeared before me, the undersigned notary public, the signer of the above Owner's Dedication, who duly acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.

Paula Morris
Notary Public Date 10-25-2007

My commission expires 5-27-09

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Heber City, Wasatch County, Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public

this 25 day of October, 2007

Paula Morris
Mayor
Barbara Shuler
City Clerk



PLANNING COMMISSION APPROVAL

Approved this 25 day of Oct., 2007

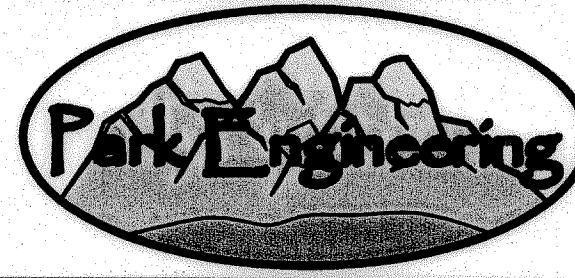
Barbara Shuler
Chairman, Planning Commission

LAST STAND SUBDIVISION - PLAT B

Located in the SE 1/4 of Section 6 Township 4S Range 5E
Salt Lake Base and Meridian.
Heber City, Utah

Russ Witt
1245 W 1200 S
Heber City, Utah 84032

DRAWN MCK CHECKED _____
DATE DATE
DESIGNED _____ PROJECT ENGINEER
DATE
APPROVED _____ SJP
DATE PROJECT MANAGER



PARK ENGINEERING, LLC

52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-854-1456
TOLL FREE FAX: 1-800-375-2156

WASATCH COUNTY SURVEYOR APPROVAL

Travis J. Daley
COUNTY SURVEYOR

10-24-07
DATE

WASATCH COUNTY RECORDER

ENTRY # 327183 DATE 10-26-07 TIME 2:12 PM
FEE \$2.00 BK 952 PG 1 FOR WIT EXCAVATION
BY M. G. LEWIS WASATCH COUNTY RECORDER ELIZABETH M. PALMIER
PG. 1972-1981

COUNTY RECORDER DATE

Applicable Codes

18.52 Residential Zones

18.52.010 Purpose And Objectives

18.52.020 Application Requirements

18.52.030 Permitted And Conditional Uses

18.52.040 Area, Width, Height, And Setback Requirements

18.52.050 Additional Regulations For Flag Lots

18.52.060 Affordable Housing

18.52.070 Related Provisions

18.52.010 Purpose And Objectives

A. The objective in establishing the R-1 residential zone is to encourage the creation and maintenance of residential areas within the city which are characterized by large lots on which single-family dwellings are situated, surrounded by well-kept lawns, trees and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions.

B. The objective in establishing the R-2 residential zone is to provide a residential environment within the city which is characterized by smaller lots and somewhat denser residential environment than is characteristic of the R-1 residential zone. Nevertheless, this zone is characterized by spacious yards and other residential amenities adequate to maintain desirable residential conditions.

C. The objective in establishing the R-3 residential zone is to provide appropriate locations within the city for high density residential development. In general, this zone is located in the central part of the city, adjacent to commercial areas where the impact of vehicular travel and parking is consonant with adjacent use of land, and where multiple dwellings can best be supplied with necessary public facilities. This zone is characterized by more compact development and somewhat higher volumes of traffic than is characteristic of the R-1 and R-2 zones.

18.52.020 Application Requirements

All permitted and conditional uses are required to submit a site plan as part of an application that is available online and at the City offices.

18.52.030 Permitted And Conditional Uses

In order to accomplish the objectives and purposes of this chapter, the following regulations shall apply to the residential zones: A. Table of Land Use Regulations.

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards. **C** = PLANNING

COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited

B. If a use is not specifically designated below, then it is prohibited.

C. All uses listed in the use table and that require a building permit shall also require a site plan application.

LAND USE	R-1	R-2	R-3	LIMITATIONS
Agriculture	P	P	P	
The keeping of grazing animals	P	P	P	As regulated by Section 18.68.135
Single family detached dwellings and on-site resident accessory structures	P	P	P	Structures include: garages and carports, greenhouses, swimming pools, pergolas/arbors, and fences, walls and hedges as regulated by Section 18.68.120. Rentals for less than 30 days are prohibited.
Customary household pets	P	P	P	As regulated by Section 6.18.140 for dogs, but shall not include the breeding of dogs and cats for sale.
Home Occupations	P	P	P	As regulated by Section 18.68.609
Accessory Dwelling Units	P	P	P	As regulated by Section 18.68.611
Bed & Breakfasts Inns	P	P	P	As regulated by Section 18.108.034
Group Homes protected under Federal Fair Housing Act	P	P	P	
Temporary buildings and yards for the storage of construction materials and equipment incidental that are accessory to construction of uses otherwise permitted in the zone.	P	P	P	A permit shall be valid for not more than one year and shall not be renewable for more than two successive periods of time at the same location
In-Home Daycare/Pre-School, nursery	P	P	P	As regulated by Section 18.86
Public schools, private school, public libraries, public parks, playgrounds, recreation buildings and religious institutions	P	P	P	Private school as regulated by Section 18.68.230. Temporary revival tents or buildings not allowed
Signs	P	P	P	As regulated by Section 18.104

LAND USE	R-1	R-2	R-3	LIMITATIONS
Flag lots		P	P	See section 18.52.050
Boardinghouses and rooming houses			C	As regulated by Section 18.108.034
Clinics and hospitals			C	As regulated by Section 18.08.025

18.52.040 Area, Width, Height, And Setback Requirements

Height to be measured as per Supplementary Regulations Chapter, 18.68

LOT STANDARDS TABLE

ZONE	MIN. LOT AREA	WIDTH & DEPTH	SETBACKS	ACCESSORY BUILDING	HEIGHT
R-1	10,000 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10'/30' side setback for a corner lot Rear: 30' From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-2	8,000 square feet*	80'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 14' total with no side less than 6'/20' side setback for a corner lot Rear: 25'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-3	6,500 square feet*	100'	Front: 30' from ROW, except that alfresco porches	As regulated by Section 18.68.060	40' max. main bldg. Min 12'

ZONE	MIN. LOT AREA	WIDTH & DEPTH	SETBACKS	ACCESSORY BUILDING	HEIGHT
			may encroach 10' into the setback Side: 10' total with no side less than 4'/ 20' for a corner lot Rear: 20'/ 20' for corner lots From other main buildings: 12'		
* Additional Provision. Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.					

18.52.050 Additional Regulations For Flag Lots

Flag lots are allowed with the following minimum requirements:

- A. The area of the flag portion of the lot shall be at least 25% greater than the minimum size of the lot in the zone.
- B. The stem shall be no less than 20' wide and no longer than 150' deep. The stem shall include a minimum of 4' for drainage and snow storage on one side as well as an expanded area near the street with a minimum dimension of 4' by 6' for a mailbox and weekly garbage service.
- C. The rear yard of the existing, pre-subdivision lot shall be extended by ten feet, but shall meet all minimums of the zone.
- D. Setbacks for the new building (s) shall be increased by ten feet for all front, side, and rear yards
- E. Building height shall be limited to 35'.

18.52.060 Affordable Housing

Chapter 18.102 states that all residential developments with over 10 units shall provide 10% of their proposed development as affordable housing. Given the bonus density incentives allowed for in that chapter, the minimum lot width, lot area, and open space required within a development may be reduced in an existing R-1, R-2, R-3 zone by a proportionate amount to accommodate bonus density units with a voluntary written agreement by the applicant. In addition, the housing types allowed may be modified to accommodate other affordable housing choices, through a development agreement.

18.52.070 Related Provisions

10-9a-532. Development agreements.

- (1) Subject to Subsection (2), a municipality may enter into a development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes of this chapter.
- (2)
 - (a) A development agreement may not:
 - (i) limit a municipality's authority in the future to:
 - (A) enact a land use regulation; or
 - (B) take any action allowed under Section 10-8-84;
 - (ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or
 - (iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.
 - (b) A development agreement that requires the implementation of an existing land use regulation as an administrative act does not require a legislative body's approval under Section 10-9a-502.
 - (c)
 - (i) If a development agreement restricts an applicant's rights under clearly established state law, the municipality shall disclose in writing to the applicant the rights of the applicant the development agreement restricts.
 - (ii) A municipality's failure to disclose in accordance with Subsection (2)(c)(i) voids any provision in the development agreement pertaining to the undisclosed rights.
 - (d) A municipality may not require a development agreement as a condition for developing land if the municipality's land use regulations establish all applicable standards for development on the land.
 - (e) To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:
 - (i) this chapter; and
 - (ii) any applicable land use regulations.

When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

**Parcel Nos. 00-0020-7231
00-0014-5974**

**DEVELOPMENT AGREEMENT
(Industrial Road Cottages)**

THIS DEVELOPMENT AGREEMENT entered into this _____ day of _____, 2023, by and between **Heber City**, a Utah municipality (“City”), and the **Russ and Kathy Witt Family, LLC**, a Utah limited liability company, and **988 South 600 West Heber, LLC**, a Utah limited liability company (collectively “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 .86 acres of real property located at approximately 1000 South and 600 West, Heber City, Utah 84032 (the “Property”). A legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Developer desires to subdivide the existing lots or parcels to create a total of five (5) building lots that are approximately .17 acres each; 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-1 Residential, except as characterized by the approved Concept Plan and elevations shown in Exhibit B.
2. **Building Elevations.** Each lot shall include a single-family residence similar in size, design and floor plan to the existing residential dwelling located to the north of the Project. Each home will be differentiated using a combination of features such as color, roof pitches, gable, and floor plan mirroring.
3. **Landscaping.** Developer shall complete the landscaping of each Property prior to issuance of a certificate of occupancy for the property.
4. **Lighting.** All lighting on the site shall be dark-sky complaint as per Heber City Zoning requirements.
5. **Permitting.** Each lot shall be eligible for approval of a building permit upon final site plan approval by the planning and engineering departments.
6. **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.
7. **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.
 - 7.1 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.
 - 7.2 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.

7.3. **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 DEVELOPER, 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.**

7.4 **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.

7.5 **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..

8. **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.
9. **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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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:

The City:

Heber City Manager
75 N Main Street
Heber City, UT 84032

Developer

Russ Witt
1245 Southfield Road
Heber City, UT 84032

15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.

RUSS AND KATHY WITT FAMILY, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2023, personally appeared before me
_____, who duly acknowledged to me that (s)he has authority to and did
execute the foregoing on behalf of Russ and Kathy Witt Family, LLC.

NOTARY PUBLIC

DATED this _____ day of _____, 2023.

988 SOUTH 600 WEST HEBER, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2023, personally appeared before me
_____, who duly acknowledged to me that (s)he has authority to and did
execute the foregoing on behalf of 988 South 600 West Heber, LLC.

NOTARY PUBLIC

Exhibit A

Legal Description

Parcel 1:

LOT 2, LAST STAND SUBDIVISION PLAT B, according to the official plat recorded with the Wasatch County Recorder.

AREA: 0.16 ACRES

Parcel 2:

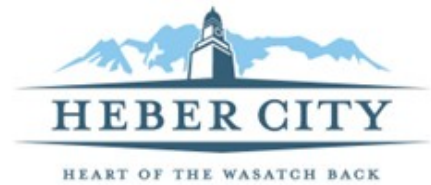
BEGINNING N.693.12FT & E.2676.57FT FROM SW CORNER SEC 6 T4S R5E SLM:
N.0°39'46"E.156.56FT; S.89°40'58"E.130.73FT; S.0°03'55"E.159.03FT;
N.88°36'58"W.132.76FT TO THE BEGINNING.

AREA: 0.48 ACRES

Exhibit B

Concept Subdivision Plan

Heber City Council Staff Report



MEETING DATE: 10/3/2023
SUBJECT: Wittco Rezone and Master Development Agreement (MDA) at 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 rezoning the property to permit a new mixed-use building to replace the two existing duplexes.

The policy questions include the following:

1. Should the City rezone the property to permit the proposed development?
2. If so, what conditions should accompany the zone change?

RECOMMENDATION

Staff recommends Council discuss the MDA terms and provide feedback to staff for the preparation of an MDA at the next Council meeting.

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

The General Plan identifies this area as the South Town (ST) Center District, with primary uses include commercial and secondary uses including medium to high density residential ranging from 14 to 20 units per acre up to 3 stories in height. The City currently implements the ST District with the C-2 Commercial Zone.

General Plan Land Use Table

District	Uses	Density	Key Characteristics
South Town Center (ST)	Primary: regional commercial/office uses, health services, light manufacturing and tech businesses Secondary: medium to high density residential	14 to 20 units per acre Up to 3 story heights	A mix of businesses catering to the regional larger scale needs of Wasatch County. Includes big box retail opportunities.

The property is currently zoned R-2 Residential, which permits single family dwellings upon lots of 8,000 square feet with 80 feet of frontage. The existing duplexes are considered legal non-conforming, as the zoning ordinance does not permit duplexes in the R-2 Residential Zone. The two duplexes are located upon Lot 5 and 6 of the Hawbrook Lane Subdivision Plat A, and contains 190 feet of frontage along 100 West, an approximate depth of 150 to 154 feet east to west, and contains approximately 0.67 acres between the two lots. The petitioner estimates 13 to 20 dwelling units for the proposed development, equating to 19 to 30 dwelling units per acre, within a 3 story building.

Development Summary

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

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

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.

Utah State Code Section 10-9a-532 requires the City to disclose which property rights the proposed development agreement will restrict. Here is a summary of the development agreement's permissions and restrictions.

1. New Property Rights

- a. Current density is limited to 6 dwelling units per acre, while new permitted density would be 18 to 30 dwelling units per acre.
- b. Current permitted uses include single family dwellings, while new permitted uses would include commercial, retail and multi-family dwellings.

- c. Street frontage changes from 80 feet width to no lot width requirement.
- d. Building Height changes from 40 feet to 3 stories.

2. New Restrictions

- a. Request by City for donation of future street right of way.
- b. Building height limited to 3 stories instead of 5 as permitted in the C-2 Zone.
- c. Prohibition of driveway onto future street.
- d. Location of driveway must be located to north end of site on 100 West.

Some observations about the conceptual site plan, which don't need addressed until commercial site plan approval:

- 1. Actual number of required parking stalls will be determined by the square footage of commercial space and the number of dwelling units.
- 2. Petitioner should review the C-2 Zone Design Criteria to understand the requirements for architecture and building design.

On September 12, 2023, the Planning Commission held a public hearing and recommended approval of the proposed zone change and MDA. Public comments suggested the building should be a residential building and not contain commercial uses, as reflected in the Planning Commission's recommendation. Lee's Market attended and provided comments as shown in the attachments.

FISCAL IMPACT

The proposed zone change will not impact the City's budget.

CONCLUSION

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, promotes redevelopment in area walkable to shopping facilities and is consistent with the uses and vision of the General Plan. The zone change should consider public comment to ensure compatibility with the surrounding neighborhood, including the following conditions:

- 1. Right of way dedication should line up with northern right of way line of 850 South. Right of way should be dedicated at the time of permit for the new development.
- 2. Driveway accessing 100 West should be placed as far north on the property as possible as shown on the site plan to avoid conflict with the intersection.
- 3. The site should not access the future road due to proximity to the intersection.
- 4. Building should not exceed 3 stories.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. 1 Wittco Existing Improvements
2. 2 Wittco Aerial Photo Concept
3. 3 Wittco Preliminary Layout
4. 3.1 845 S Condo Concept
5. 4 Wittco Applicable Codes
6. 5 C2-C4 Design Criteria
7. 6 Wittco Presentation
8. 7 Lees Comments
9. Wittco Development Agreement - 4883-2317-1203 - 1



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 current 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 affect 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.

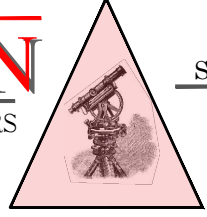
SURVEYOR'S CERTIFICATE

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
PROFESSIONAL LAND SURVEYORS



P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-915-2541

SURVEY • DESIGN • SEPTIC • PLANNING
SURVEYING

COPYRIGHT

This drawing is and at all times remains the exclusive property of Johanson Surveying shall not be used with out complete authorization and written support.

STAMP



PROJECT NO.

S-23-078

DATE

7-27-2013

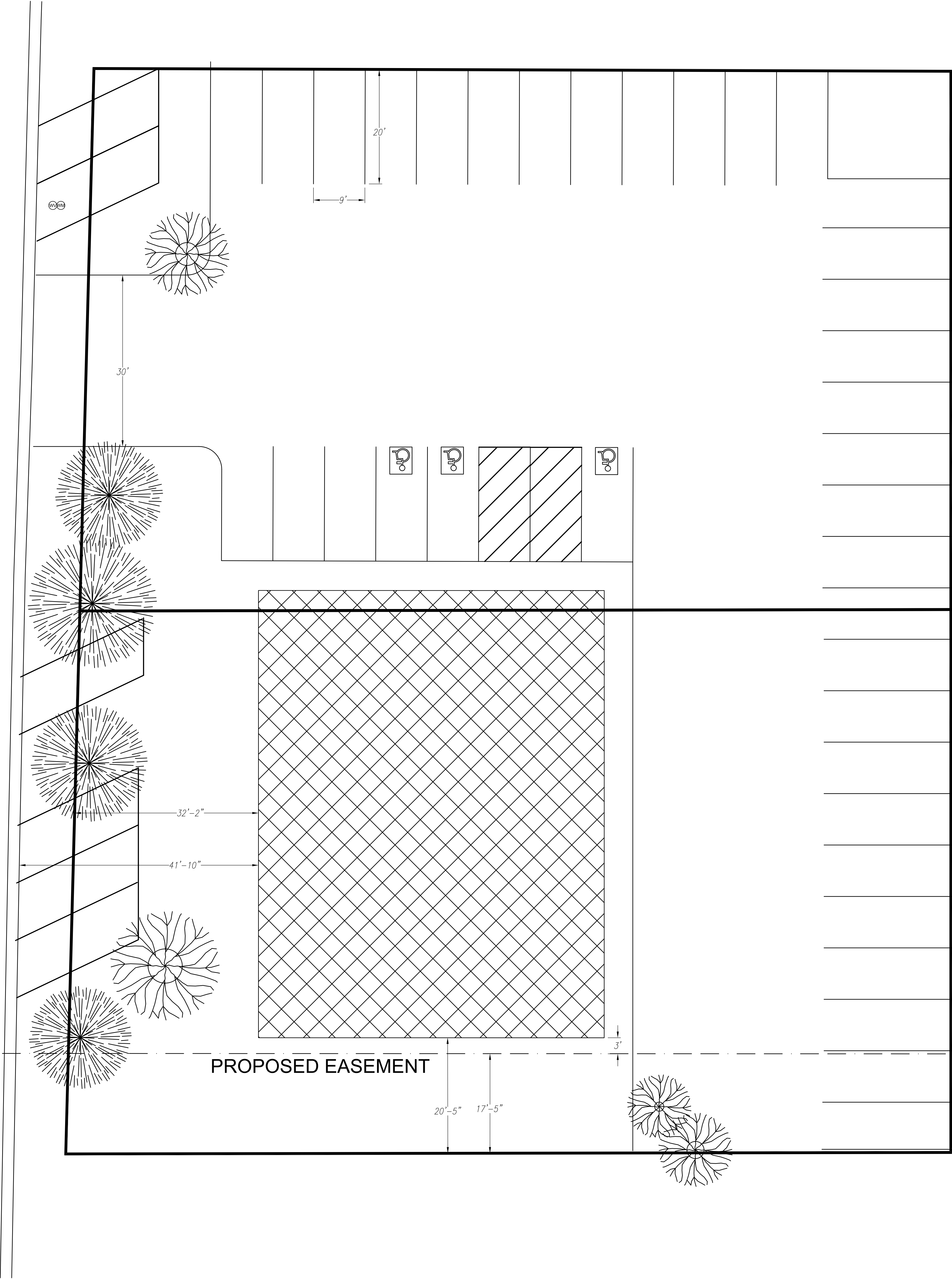
DRAWN BY: NATHAN BRESSO O.S.P. III

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

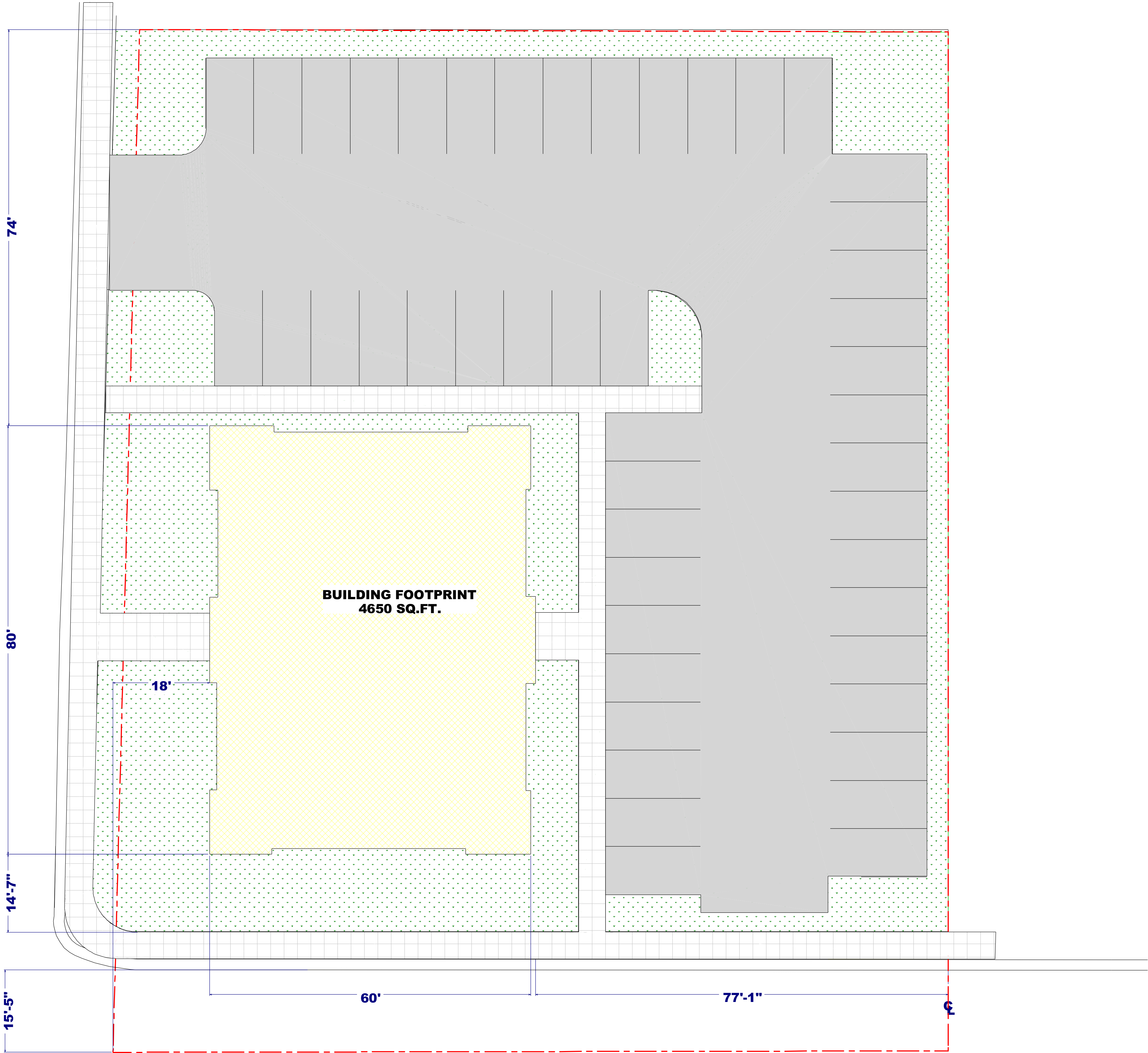
SHEET NUMBER

SHEET-1





SITE PLAN



9/5/2023

DATE:

9/5/2023

SCALE:

1/4"=1'-0"

SHEET:

A-1



FRONT VIEW

9/5/2023

DATE:
9/5/2023

SCALE:
1/4"=1'-0"

SHEET:
A-2



REAR VIEW

9/5/2023

DATE:

9/5/2023

SCALE:

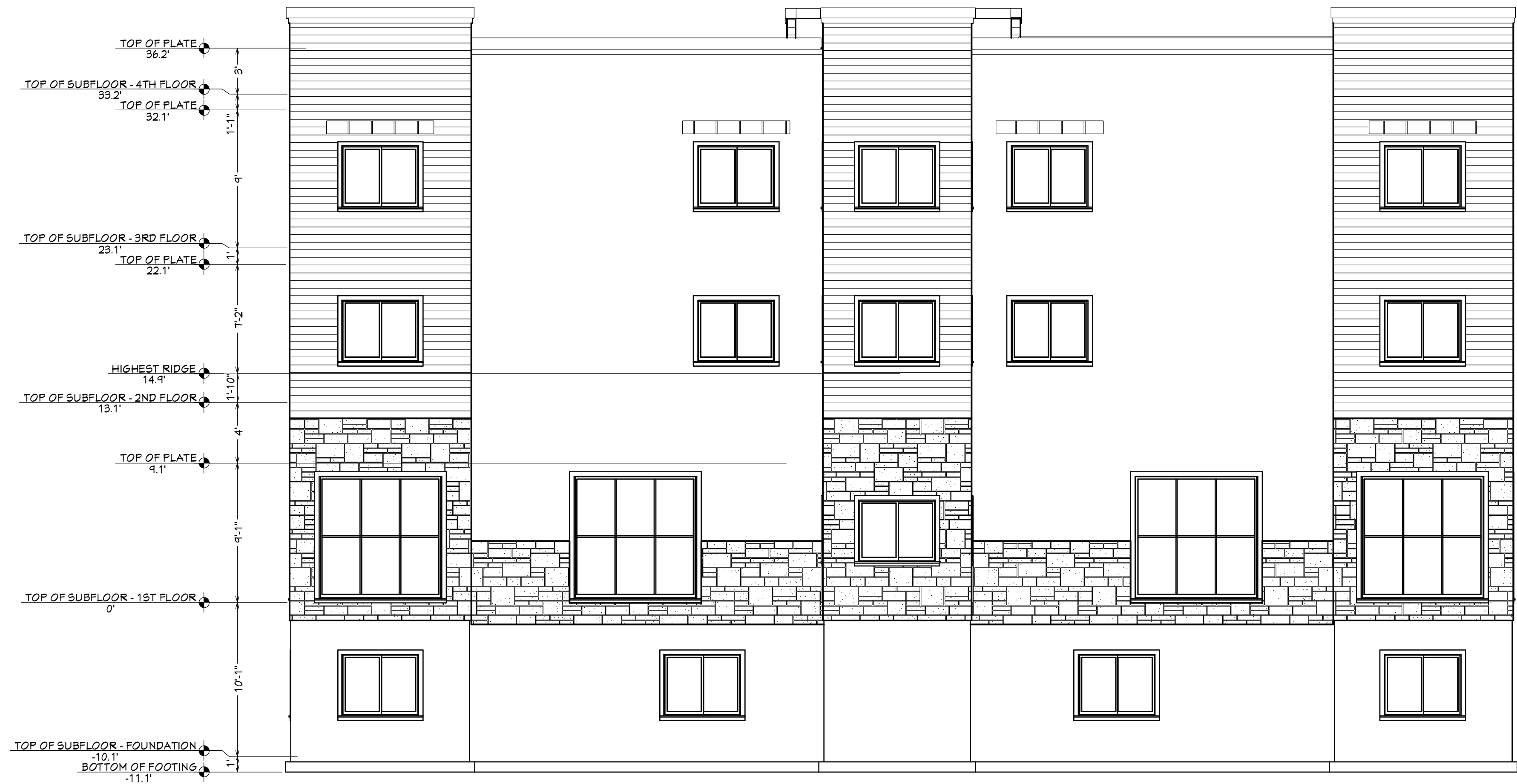
1/4"=1'-0"

SHEET:

A-3



FRONT ELEVATION VIEW 3/16"=1'-0"



REAR ELEVATION VIEW 3/16"=1'-0"

9/5/2023

DATE:

9/5/2023

SCALE:

1/4"=1'-0"

SHEET:

A-4



RIGHT ELEVATION VIEW 1/4"=1'-0"



LEFT ELEVATION VIEW 3/16"=1'-0"

9/5/2023

DATE:

9/5/2023

SCALE:

1/4"=1'-0"

SHEET:

A-5

Applicable Codes

18.28 C-2 Commercial Zone

18.28.010 Purpose And Objectives

18.28.020 Application Requirements

18.28.030 Permitted And Conditional Uses

18.28.040 Development Standards

18.28.050 Additional Regulations

18.28.060 Gross Floor Area Of Buildings Limitations For Retail Business

18.28.070 Gasoline Pump Island Locations And Lighting

18.28.080 Related Provisions

18.28.010 Purpose And Objectives

A. The C-2 commercial zone has been established to facilitate the development of attractive entrances to the city. To reduce the conflict between commercial and residential uses along principal highways and streets adjacent to the central commercial districts and to facilitate the orderly expansion of commercial uses out from the central commercial district. Incorporating some of the historical architectural styles evident on Main Street is suggested for development in the C-2 zone.

B. The C-3 central commercial zone has been established as a district in which the primary use of the land is for business purposes. The area covered by this zone is the historical core area encompassing Main Street and adjacent blocks, which acts as the dominant shopping and financial center for the city and surrounding territory. For this reason, the zone has been located in the central part of the city where the street pattern makes the business buildings readily accessible to all parts of the city and surrounding region and where business and shopping activities can be carried on with maximum convenience. The C-3 zone is characterized by wide, clean, well-lighted streets, and ample pedestrian ways for the convenience and safety of the public.

C. The C-4 general commercial zone has been established as a district in which the primary use of the land is for business, recreation, and hospitality purposes.

18.28.020 Application Requirements

All permitted and conditional uses are required to submit a site plan as part of an application that is available online and at the City offices.

18.28.030 Permitted And Conditional Uses

The following chart describes the uses that are appropriate in each commercial zone: A. Symbol definitions: P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards. C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited.

B. If a use is not specifically designated below, then it is prohibited.

C. All uses listed in the use table and that require a building permit shall also require a site plan application.

Commercial Zones Permitted Use Table

LAND USE	C-2	C-3	C-4	Limitations
Caretaker dwelling	P		P	
Kennels, if located more than 400' from a residential zone	C			
Home Occupations	P	P	P	
In-Home Daycare/Pre-School	P	P	P	
Mixed uses within a building	C	C	C	<i>50% of the street-facing ground floor required to be commercial, service, or office uses</i>
Bed and Breakfast Inns	P	P	P	As regulated by Section 18.108.034
Religious institutions, schools (public and private) and other public buildings	P	P	P	
Commercial Day Care Center and/or Pre-School	C	C	C	
Group Homes	P	P	P	
Fraternity/non-profit buildings, clubs, lodges	P	P	P	
Funeral establishments, mortuaries and wedding chapels;	P	P	P	
New and Used car lots	C			No car lots permitted north of 600 South

LAND USE	C-2	C-3	C-4	Limitations
Gymnasium/physical fitness /Spa establishments (may include massage)	P	P	P	
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones
Recreation vehicle courts	C		C	As regulated by Section 18.96
Utility buildings, transmission lines, and structures, Electric substations	C	C	C	
Small Cell Installations	C	C	C	
Telecommunication towers	C		C	See Telecommunication ordinance 18.110. Towers shall incorporate stealth design
Public Utilities, Shops and Storage Yards, and Public Buildings	P	P	P	
Public Water Reservoir/ Public Storage Tank	P	P	P	
Gas/convenience store with or w/o car wash	C		C	
Car wash	C			
Retail Shops/Services	P	P	P	
Big Box Retail (60,000 square feet and larger)	C			
Financial Institutions	P	P	P	Excludes check cashing and loan stores
Sit Down Restaurants	P	P	P	
Restaurants with drive-thru facilities	P		P	No drive-thru windows facing the street
Professional offices, Business Medical/Dental/Optical Office/Clinics and Laboratories	P	P	P	
Private Instructional Studio - Artist, Photography, Dance, Music, Drama, Health, Exercise	P	P	P	May include retail sales
Commercial Complex	C		C	
Hotels	C		C	See section 18.28.040 for additional standards
Commercial parking lots and/or parking structures as a singular use	C	C	C	
Craftsman Industrial style Light Manufacturing	C	C	C	Within an enclosed building and including a retail component
Manufacturing and processing	C			Within an enclosed building
Indoor and outdoor welding and sheet metal shops	C		C	Only allowed south of 1200 South in the C-2 zone. Only

LAND USE	C-2	C-3	C-4	Limitations
				artistic welding in the C-4 zone (no sheet metal shops).
Warehouses, trucking and associated storage buildings	C			<i>Truck parking and outside storage not allowed within 60 feet of any public street</i>
Hospitals	C	C	C	
Enclosed Temperature Controlled Storage Units	C			Shall include commercial uses unrelated to the storage function on the street facing facade
Wholesale establishments with stock on premises and a retail/office component/ store but not a storage warehouse	C			

Commercial Zones Permitted Use Table

LAND USE	C-2	C-3	C-4	Limitations
Caretaker dwelling	P		P	
Kennels, if located more than 400' from a residential zone	C			
Home Occupations	P	P	P	
In-Home Daycare/Pre-School	P	P	P	
Mixed uses within a building	C	C	C	<i>50% of the street-facing ground floor required to be commercial, service, or office uses</i>
Bed and Breakfast Inns	P	P	P	As regulated by Section 18.108.034
Religious institutions, schools (public and private) and other public buildings	P	P	P	
Commercial Day Care Center and/or Pre-School	C	C	C	
Group Homes	P	P	P	
Fraternity/non-profit buildings, clubs, lodges	P	P	P	
Funeral establishments, mortuaries and wedding chapels;	P	P	P	
New and Used car lots	C			No car lots permitted north of 600 South
Gymnasium/physical fitness /Spa establishments (may include massage)	P	P	P	

LAND USE	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones
Recreation vehicle courts	C		C	As regulated by Section 18.96
Utility buildings, transmission lines, and structures, Electric substations	C	C	C	
Small Cell Installations	C	C	C	
Telecommunication towers	C		C	See Telecommunication ordinance 18.110. Towers shall incorporate stealth design
Public Utilities, Shops and Storage Yards, and Public Buildings	P	P	P	
Public Water Reservoir/ Public Storage Tank	P	P	P	
Gas/convenience store with or w/o car wash	C		C	
Retail Shops/Services	P	P	P	
Big Box Retail (60,000 square feet and larger)	C			
Financial Institutions	P	P	P	Excludes check cashing and loan stores
Sit Down Restaurants	P	P	P	
Restaurants with drive-thru facilities	P		P	No drive-thru windows facing the street
Professional offices, Business Medical/Dental/Optical Office/Clinics and Laboratories	P	P	P	
Private Instructional Studio - Artist, Photography, Dance, Music, Drama, Health, Exercise	P	P	P	May include retail sales
Commercial Complex	C		C	
Hotels	C		C	See section 18.28.040 for additional standards
Commercial parking lots and/or parking structures as a singular use	C	C	C	
Craftsman Industrial style Light Manufacturing	C	C	C	<i>Within an enclosed building and including a retail component</i>
Manufacturing and processing	C			<i>Within an enclosed building</i>
Indoor and outdoor welding and sheet metal shops	C		C	Only allowed south of 1200 South in the C-2 zone. Only artistic welding in the C-4 zone (no sheet metal shops).

LAND USE	C-2	C-3	C-4	Limitations
Warehouses, trucking and associated storage buildings	C			<i>Truck parking and outside storage not allowed within 60 feet of any public street</i>
Hospitals	C	C	C	
Enclosed Temperature Controlled Storage Units	C			Shall include commercial uses unrelated to the storage function on the street facing facade
Wholesale establishments with stock on premises and a retail/office component/ store but not a storage warehouse	C			

18.28.040 Development Standards

- A. In the Commercial Zones, there shall be no area, width and location requirements except that all buildings and structures shall conform to the requirements of the adopted Heber City C-2 and C-4, and C-3 Design Standards and Guidelines.
- B. Height shall be a maximum of three stories, not to exceed 46 feet for the C-3 zone. In the C-2 and C-4 zones, height may be increased to 4 stories, not to exceed 55 feet if all of the following standards are met:
1. The application includes at least 10% percent affordable housing, available to persons at 60% of the current County Average Median Income (AMI) or below that threshold.
 2. If it is a mixed-use building.
 3. If the building design includes a step back of a least ten feet between the second and third stories.
- C. Any use on a parcel larger than 1 acre in a C-3 or C-4 zone or any use with a building footprint larger than 30,000 square feet, shall become a conditional use.
- D. Any use on a parcel larger than 5 acres and any use with a building footprint larger than 60,000 square feet in the C-2 zone shall become a conditional use.

18.28.050 Additional Regulations

The following provisions apply within the Commercial Zones: A. For buildings within the C-2 and C-4 zone, a strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped as set forth in Chapter 18.76 of this title except for permitted driveways, except as required by the Heber City C-2 and C-4 Zone Design Standards and Guidelines. Buildings in a C-3 zone shall be located within a 15' "build to" zone which allows for outdoor gathering and dining to occur for certain uses but also allows the building to locate adjacent to the public ROW.

- B. No dust, odors, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises except for normal traffic movement.
- C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight-obscuring fence or wall except for licensed vehicles in running order.
- D. All off-street parking shall be hard-surfaced as regulated by Chapter 18.72.

- E. All buildings located adjacent to major streets shall have at least one entrance way facing onto said street.
- F. Sale material may be displayed on business premises during normal working hours.
- G. See 18.76.050 for building setbacks adjacent to residential use

18.28.060 Gross Floor Area Of Buildings Limitations For Retail Business

A. **C-2 Zone.** No floor area limitation. B. **C-3 Zone.** Retail establishments shall not exceed 60,000 square feet of gross first floor area, considered the building footprint, within the C-3 Zone. As per section 18.28.040 (4), all buildings in the C-3 zone that exceed a 30,000 square foot footprint, be a conditional use C. **C-4 Zone.** No floor area limitation.

18.28.070 Gasoline Pump Island Locations And Lighting

Gasoline pump islands shall be set back from any right-of-way line to accommodate the landscape setback and proper circulation/stacking for the pumps. Each pump shall provide stacking for a minimum of two standard sized vehicles defined as 20' for each. A circulation aisle beyond the stacking area is required that allows for a circular traffic movement. Pump islands shall be so located that automobiles stopped for service will not extend over the property line. In no case shall pumps be set closer than twelve feet from any street lines, nor closer than ten feet from any side or rear property line. Lots from which gasoline is dispensed to customers at retail shall be not less than seventy-five by one hundred feet in size. Canopies over pump islands may extend to the closest edge of any required landscaping. Any above ground fuel tanks such as propane tanks shall be located with a minimum setback from the ROW as per the IBC or 30' whichever is greater. See the Lighting Chapter 18.78, for lighting standards.

18.28.080 Related Provisions

• Chapter 18.12 Administration • Chapter 18.08 Definitions • Chapter 18.68 Supplementary Regulations • Chapter 18.108 Conditional Use Permits • Chapter 18.72 Off Street Parking and Loading • Chapter 18.103 Sign Regulations • Chapter 18.78 Lighting • Chapter 18.174 Enforcement • Chapter 17 Subdivisions • Heber City C-2 and C-4 Zone Design Standards and Guidelines (Also See Exhibit A in Ordinance 2023-06 below) • Heber City C-3 Zone Design Standards and Guidelines (Also See Exhibit A in Ordinance 2023-06 below)

18.52 Residential Zones

18.52.010 Purpose And Objectives

18.52.020 Application Requirements

18.52.030 Permitted And Conditional Uses

18.52.040 Area, Width, Height, And Setback Requirements

18.52.050 Additional Regulations For Flag Lots

18.52.060 Affordable Housing

18.52.070 Related Provisions

18.52.010 Purpose And Objectives

A. The objective in establishing the R-l residential zone is to encourage the creation and maintenance of residential areas within the city which are characterized by large lots on which

single-family dwellings are situated, surrounded by well-kept lawns, trees and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions.

B. The objective in establishing the R-2 residential zone is to provide a residential environment within the city which is characterized by smaller lots and somewhat denser residential environment than is characteristic of the R-1 residential zone. Nevertheless, this zone is characterized by spacious yards and other residential amenities adequate to maintain desirable residential conditions.

C. The objective in establishing the R-3 residential zone is to provide appropriate locations within the city for high density residential development. In general, this zone is located in the central part of the city, adjacent to commercial areas where the impact of vehicular travel and parking is consonant with adjacent use of land, and where multiple dwellings can best be supplied with necessary public facilities. This zone is characterized by more compact development and somewhat higher volumes of traffic than is characteristic of the R-1 and R-2 zones.

18.52.020 Application Requirements

All permitted and conditional uses are required to submit a site plan as part of an application that is available online and at the City offices.

18.52.030 Permitted And Conditional Uses

In order to accomplish the objectives and purposes of this chapter, the following regulations shall apply to the residential zones: A. Table of Land Use Regulations.

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards. **C** = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited

B. If a use is not specifically designated below, then it is prohibited.

C. All uses listed in the use table and that require a building permit shall also require a site plan application.

LAND USE	R-1	R-2	R-3	LIMITATIONS
Agriculture	P	P	P	
The keeping of grazing animals	P	P	P	As regulated by Section 18.68.135
Single family detached dwellings and on-site resident accessory structures	P	P	P	Structures include: garages and carports, greenhouses, swimming pools, pergolas/arbors, and fences, walls and hedges as regulated by Section

LAND USE	R-1	R-2	R-3	LIMITATIONS
				18.68.120. Rentals for less than 30 days are prohibited.
Customary household pets	P	P	P	As regulated by Section 6.18.140 for dogs, but shall not include the breeding of dogs and cats for sale.
Home Occupations	P	P	P	As regulated by Section 18.68.609
Accessory Dwelling Units	P	P	P	As regulated by Section 18.68.611
Bed & Breakfasts Inns	P	P	P	As regulated by Section 18.108.034
Group Homes protected under Federal Fair Housing Act	P	P	P	
Temporary buildings and yards for the storage of construction materials and equipment incidental that are accessory to construction of uses otherwise permitted in the zone.	P	P	P	A permit shall be valid for not more than one year and shall not be renewable for more than two successive periods of time at the same location
In-Home Daycare/Pre-School, nursery	P	P	P	As regulated by Section 18.86
Public schools, private school, public libraries, public parks, playgrounds, recreation buildings and religious institutions	P	P	P	Private school as regulated by Section 18.68.230. Temporary revival tents or buildings not allowed
Signs	P	P	P	As regulated by Section 18.104
Flag lots		P	P	See section 18.52.050
Boardinghouses and rooming houses			C	As regulated by Section 18.108.034
Clinics and hospitals			C	As regulated by Section 18.08.025

18.52.040 Area, Width, Height, And Setback Requirements

Height to be measured as per Supplementary Regulations Chapter, 18.68

LOT STANDARDS TABLE

ZONE	MIN. LOT AREA	WIDTH & DEPTH	SETBACKS	ACCESSORY BUILDING	HEIGHT
R-1	10,000 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10'/30' side setback for a corner lot Rear: 30' From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-2	8,000 square feet*	80'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 14' total with no side less than 6'/20' side setback for a corner lot Rear: 25'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-3	6,500 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10' total with no side less than 4'/ 20' for a corner lot Rear: 20'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
* Additional Provision. Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.					

18.52.050 Additional Regulations For Flag Lots

Flag lots are allowed with the following minimum requirements:

- A. The area of the flag portion of the lot shall be at least 25% greater than the minimum size of the lot in the zone.
- B. The stem shall be no less than 20' wide and no longer than 150' deep. The stem shall include a minimum of 4' for drainage and snow storage on one side as well as an expanded area near the street with a minimum dimension of 4' by 6' for a mailbox and weekly garbage service.
- C. The rear yard of the existing, pre-subdivision lot shall be extended by ten feet, but shall meet all minimums of the zone.
- D. Setbacks for the new building (s) shall be increased by ten feet for all front, side, and rear yards
- E. Building height shall be limited to 35'.

18.52.060 Affordable Housing

Chapter 18.102 states that all residential developments with over 10 units shall provide 10% of their proposed development as affordable housing. Given the bonus density incentives allowed for in that chapter, the minimum lot width, lot area, and open space required within a development may be reduced in an existing R-1, R-2, R-3 zone by a proportionate amount to accommodate bonus density units with a voluntary written agreement by the applicant. In addition, the housing types allowed may be modified to accommodate other affordable housing choices, through a development agreement.

18.52.070 Related Provisions

• Administration • Definitions • Conditional Use Permits • Off Street Parking and Loading • Sign Regulations • Lighting • Enforcement • Subdivisions • Affordable Housing

10-9a-532. Development agreements.

- (1) Subject to Subsection (2), a municipality may enter into a development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes of this chapter.
- (2)
 - (a) A development agreement may not:
 - (i) limit a municipality's authority in the future to:
 - (A) enact a land use regulation; or
 - (B) take any action allowed under Section 10-8-84;
 - (ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or
 - (iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land

use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

(b) A development agreement that requires the implementation of an existing land use regulation as an administrative act does not require a legislative body's approval under Section 10-9a-502.

(c)

(i) If a development agreement restricts an applicant's rights under clearly established state law, the municipality shall disclose in writing to the applicant the rights of the applicant the development agreement restricts.

(ii) A municipality's failure to disclose in accordance with Subsection (2)(c)(i) voids any provision in the development agreement pertaining to the undisclosed rights.

(d) A municipality may not require a development agreement as a condition for developing land if the municipality's land use regulations establish all applicable standards for development on the land.

(e) To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:

(i) this chapter; and

(ii) any applicable land use regulations.

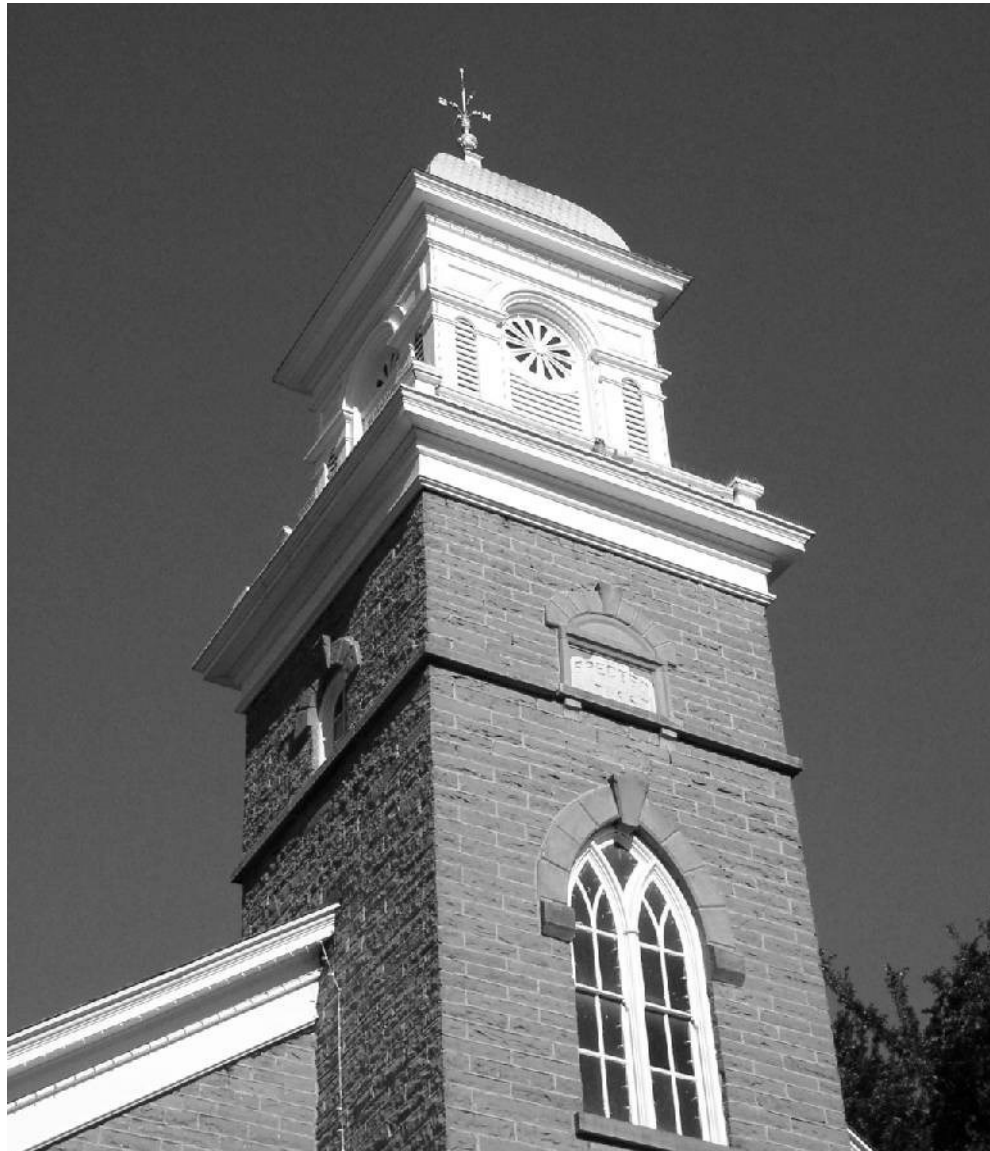
Heber City

Commercial Districts: C-2 and C-4 Zones

Design Standards & Guidelines

ADOPTED: November 2 006

AMENDED: Ord. 2014-14, 2015-07, 2015-23, 2016-11, 2017-9, 2017-28, 2017-39, 2018-46, 2021-11, 2022-03, 2022-26



All pictures and diagrams by Lythgoe Design Group, Inc., Heber City, Utah.

Definitions:

The following definitions shall apply to this document.

The term SHALL as contained in this document is defined as a standard that will be adhered to without interpretation or subjective dialog.

The term SHOULD as contained in this document is defined as a guideline that allows a certain degree of latitude upon approval by the Heber City Planning Commission.

The term “Main Street” shall mean that portion of Highway 40 lying between 500 North and 1200 South.

Project Definitions:

PROJECT type “A” – Project A shall be defined as any project within the Heber City C-2 or C-4 Commercial Zones, located north of 1200 South and Hwy 189.

PROJECT type “B” – Project B shall be defined as any project within the Heber City C-2 or C-4 Commercial zone, located south of 1200 South and Hwy 189..

Note: These guidelines shall be directed to the Project A type development described herein. The project B type development shall conform to the project A type standards when a type B standard is not listed.

Chapter 1: SITE DESIGN

SECTION 101 – SITE HISTORY:

Each property owner should research and understand the historical values of the property being developed to draw upon past ideas, concepts, and methods in establishing a link between past and new development.

SECTION 102 – BUILDING ORIENTATION:

All primary facades and design elements for buildings along Main Street should orient to Main Street with secondary and subordinate features associated with side streets and alleyways. Placement of building(s) on a site should be compatible with existing buildings in order to maintain the building setback as outlined within Section 104. Primary building entrances for buildings along Main Street should be oriented towards Main Street with a secondary entrance off of the parking area. Joint angular entrances that service both the parking and Main Street pedestrian traffic are acceptable. *(See illustration C2-a & C2-b SITE LAYOUT)*

SECTION 103 – BUILDING SETBACK:

Project Type A: Buildings shall be set back a minimum of twenty feet (20') and a maximum of forty feet (40') from any public right of way. Sites that utilize a wall sign or blade projecting sign on the wall as the primary sign may have a 10 foot minimum setback from the public right of way upon approval from the Planning Department. *(See illustration detail C2B-1 & C2B-2)*

Project Type B: Buildings shall be set back a minimum of twenty feet (20') and a maximum of one hundred feet (100') from the public right of way, with the following exceptions:

1. Buildings on Hwy 40, south of 1200 South, shall be setback a minimum of 30' with no maximum setback.

General:

1. Buildings without any street frontage shall be exempt from the minimum and maximum setbacks when:
 - a. The parcel doesn't have any street frontage, but does have access, or;
 - b. The building is on the same parcel as buildings that are located adjacent to the street and meet the minimum and maximum setbacks.
2. Commercial Subdivisions with private streets are exempt from the maximum setback as measured from private streets, but shall meet the required minimum setback from public streets.
3. Where a setback conflicts with Section 18.68.172 or a Highway Access Management Agreement, the larger setback shall apply.

SECTION 104 – SENSITIVITY TO NATURAL FEATURES:

It is essential that all buildings in the Heber City C-2 and C-4 Commercial Zones appear harmonious with their mountain environment and that they allow the natural landscape to dominate the distant views of the community. Important natural features should be preserved and used as organizing elements in the site placement of buildings. Sensitivity to these natural features as well as view corridors shall be considered during site placement and concept approval. Specific examples include site and building design with sensitivity to view corridors such as the preservation of views of Mount Timpanogos and the Wasatch Mountains, historic markers or buildings, open space etc. Also other places of interest as viewed from the street, and adjoining properties, and preservation of large existing

trees or other unique cultural or natural features on the property.

SECTION 105 – RESIDENTIAL COMPATIBILITY:

Commercial development which adjoins residential zones or residential uses or is across the street from residential zones or uses shall give due consideration to site design that minimizes the impact of the commercial use on the residences. Loading zones, loading docks, utilities which create noise and vibration such as air conditioners, garbage bins, and other nuisance creating objects shall be setback from the residential property lines by at least fifteen feet (15'). Commercial lots adjoining residential zoned lots should be bounded with an eight foot (8') sight-obscuring fence of like materials and design of the building façade, and a six foot (6') landscaped area planted with dense evergreen shrubbery and/or evergreen trees along the residential lot lines (*See illustration detail C2B-3*). Rooftop utilities and antenna equipment shall be screened with parapet walls. Uses which emit noise, radiation, fumes, smoke, vapors or other deleterious effects shall be separated from residences by placing the use as far away from the residences as reasonably possible on the lot and preferably separated from the residences by another less intrusive commercial building or use.

SECTION 106 – TRANSPORTATION & CIRCULATION:

Transportation and Circulation: A circulation study is required for new commercial developments. Traffic circulation shall be designed to minimize traffic impact on public streets. Driveways shall be designed to adequately accommodate queuing of vehicles without blocking traffic in the public street. Parking lots shall be designed so that vehicles need not back into the street from parking spaces.

Additional driveway access standards, site development, and traffic circulation standards apply in Chapter 17.38 and Section 18.68.210.

Pedestrian Circulation: All developments must provide a pedestrian sidewalk/path from the building to the street and provide a pedestrian connection to side and rear parking. It is strongly encouraged that a direct link be made from the street to the building creating a pedestrian oriented environment. Each commercial development shall provide a bicycle rack for bicycle parking.

Outdoor dining: Outdoor dining (sidewalk dining) is appropriate. Outdoor dining shall maintain at least a 4 foot clear path along sidewalks and at least 7 feet of vertical clearance for umbrellas and awnings. The dining area should be separated from the public sidewalk with a barrier such as a fence or planter if the clear path is less than 6 feet.

Integration into the Street Network. Internal and new streets shall connect to existing streets or be designed to facilitate future connections as deemed necessary by the traffic study and/or the master plan. The Petitioner shall submit a traffic study when deemed necessary by the Planning Commission.

Sidewalks. The site shall include a pedestrian circulation element. All developments with a building of more than 30,000 square feet of floor area shall provide the following:

Sidewalks at least five (5) feet in width shall be provided along all sides of the lot that abut a public street.

Sidewalks, no less than 6 feet in width, shall be provided along the full length of the building along any facade featuring a customer entrance, and along any facade abutting public parking areas.

A landscaped and lighted pedestrian walkway connecting from the street to the building(s).

Community Spaces. Large retail developments with more than 30,000 square feet of floor area shall provide outdoor spaces and amenities to link structures with the remainder of the community. Passenger drop-off/pick-up points shall be integrated with traffic patterns on the site. Special design features shall enhance the building's function as a center of community activity. Each retail development shall provide at least three (3) of the following design features, which shall be constructed of materials that match the principal structure and linked by sidewalks to the principal structure:

1. Patio/seating area,
2. Pedestrian plaza with benches,
3. Window-shopping walkway,
4. Play areas,
5. Kiosk area,
6. Water feature, clock tower, sculpture,
7. Other focal features approved by the Planning Commission

Emergency Access and Fire Protection:

Design of the site, driveways, and buildings shall consider accessibility of fire trucks and fire personnel.

Driveway Access: Driveways shall be at least twenty four (24) feet wide for two way traffic. Vehicle backup areas shall be provided at the end of parking aisles. Cooperation shall be evident with Heber City in establishing a long term phased in approach to parking and driveway access from the side block as well as from Main Street. Driveway access throat depth shall be thirty foot (30') for front Main Street access and twenty foot (20') for side road access, unless a traffic study shows that a larger throat is necessary.



Driveway access to highways shall be minimized through driveway entrance sharing with adjoining developments.

Signs: Each development shall provide pedestrian and traffic directional signs as appropriate to direct traffic in an efficient and safe manner. Signage for the site must be developed and integrated into the overall site during site design stages rather than as an afterthought, giving consideration to placement of landscaping areas and wall treatments to accommodate future signs. Signs must meet the standards of the Sign Ordinance, in Chapter 18.103 of the code.

SECTION 107 – PARKING INFRASTRUCTURE:

General Parking: The minimum number of parking spaces shall meet the requirements set forth in Section 18.72 of the City's Zoning Ordinance, or as determined by the Planning Commission upon analysis of a parking study submitted by the petitioner for shared parking for the overall site. Property owners desiring to apply time alternating shared parking shall petition Heber City with "time use studies" showing the viability of such an option. Heber City shall be open to viable options.

Location: For buildings along Main Street, all off street parking shall be located to the rear or side of the building. In the case of corner lots, all parking shall have side street access to the parking areas. This side street access shall be established in order to accommodate future growth of the area and allow rear parking from side access points. *This standard shall be coordinated with Heber City Planning and the Heber City Engineering department for appropriate short and long range Heber City parking strategies and goals.* Parking lots shall be located on the site in a convenient location for patron access to the building. All circulation drives shall be clearly defined and marked appropriately with arrows and the like to assist public circulation into, on and out of the property and through parking lot areas. See Heber City engineering parking standards.

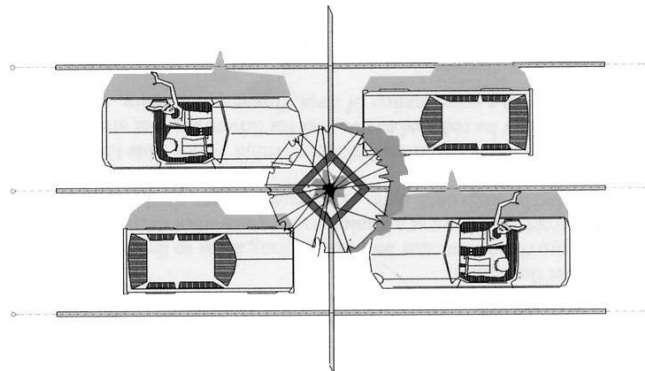
Accessible Parking: All parking shall incorporate ADA standards as outlined in ANSI A117.1 latest edition.

Loading Areas: Commercial developments shall provide off-street loading zones consistent with Section 18.72.140 of Heber City Code.

Parking Lot Landscaping: For every third parking aisle, one (1) raised four (4) foot wide landscaped parking island with trees, bounded with high back curb shall be provided, thereby creating separated parking areas to aid in safe and orderly use of the lot and confine vehicular movement to marked drives. Raised or curved circulation islands shall be constructed at the ends of the rows of parking spaces or at other locations where circulation drives intersect.

All parking lots with back to back parking areas shall provide a landscaped parking diamond with a tree for every ten (10) parking spaces. *(See illustration detail parking diamond)*

Parking lots shall be bounded with a high back curb unless otherwise approved by the planning commission.





Paved areas and parking lots shall be separated from buildings with a minimum four foot (4') wide landscape area bounded with a high back curb or a five foot (5') raised sidewalk. *(See illustration detail C2B-4&5)*

Street and Parking Lot Lighting: Parking lot lighting shall be black fluted poles similar to the downtown street light fixtures. Parking lots with less than 3 aisles may alternatively light the parking lot with lighting fixtures compatible with the style

of the black fluted poles but attached to the building. Lighting shall be directed to avoid intrusion on adjacent residential properties and away from adjacent thoroughfares, and shall be full cutoff.

Parking Lot Snow Storage and Removal: All parking lots shall be bounded along property lines and along street sidewalks with at least a ten foot landscaped area, bounded by curb, and containing shrubs, trees and landscaping or attractive stone. This landscaped area shall serve as a snow storage area along with ensuring that parked vehicles do not overhang onto the sidewalk or over property lines.

Storm Drainage: All storm water runoff from impervious area and buildings shall be retained or detained onsite to city engineering standards and specifications.

SECTION 108 – SITE FURNISHINGS:

Site Furnishings: Each development shall incorporate site furnishings into the site such as a patio/seating area, pedestrian plaza with benches, window-shopping walkway, play areas, kiosk area, water feature, clock tower, sculpture, bike racks, public art, etc. One site furnishing element shall be required per lot frontage or every 50 feet of frontage, whichever is greater. Site furnishings shall be reviewed by the Planning Commission and approved by the Planning Department prior to installation.



SECTION 109 – OUTDOOR STORAGE & TRASH

ENCLOSURES:

Outdoor Storage: Outdoor storage, loading and operations areas shall be attractively screened from adjacent parcels and streets. All outdoor storage areas shall be bounded by a eight foot (8') sight obscuring fence similar in quality and design to the trash enclosure area. Optional evergreen shrubbery in front of this fence to provide a softening by way of landscaping.

No temporary storage, structure, container, or semi trailer shall be allowed on the site for storage. Parked delivery trucks which idle or create fumes or noise between 10:00 p.m. and 6:00 a.m. shall be deemed a public nuisance.

Areas for the storage and sale of seasonal merchandise shall be permanently defined and screened with walls and/or fences. Materials, colors and design of screening walls and/or fences shall conform to those used as in the principal structure. If such areas are to be covered, then the covering shall conform to the colors on the building.

Outdoor display and storage shall not encroach on any portion of a walkway, drive aisles or required parking spaces. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 30 feet of any internal pedestrian way.

Trash Enclosures: All trash areas shall be screened on all four sides by 6' high walls and be hidden from public view. The walls shall be constructed of a similar material and style to compliment the main building architecture and details. Screened "gates" shall provide access to trash removal services. Trash enclosure location shall be located for convenient accessibility by trash removal services.

There shall be adequate trash containers in and around doors. Outdoor storage, HVAC equipment, trash collection, trash compaction and other service functions shall be incorporated into the overall site design. Views of these areas shall be visually screened from all property lines and separated from sidewalks and on-site pedestrian ways. Screening structures shall be made of the same materials as the principal structure.

SECTION 110 – CODE REFERENCE:

See Heber City Engineering: Standards and Specifications; Chapter 18.68 "Supplemental Zoning Regulations", Title 17 "Subdivisions", Chapter 17.38 "Commercial Developments", and UDOT Highway Access Standards for additional requirements.

SECTION 111 – RESERVED

SECTION 112– ILLUSTRATION REFERENCE:

The referenced illustrations contained within this document are meant as a general guide to possible conditions within the C-2 and C-4 Zones. Other conditions may arise which will require the Heber City Planning Commission to further refine these guidelines.

SECTION 113-SETBACK AND PARKING LOCATION EXCEPTION

Any main building which exceeds 12,000 square feet, and which is located between two existing buildings which are (a) both located on the same side of the street, (b) both located within 300 feet of that main building, (c) both situated in excess of the maximum 40 foot street setback, and (d) situated with parking in front of the main building; may be permitted a setback and parking location exceptions by the Planning Commission as follows:

1. The maximum street setback of such main building may be increased to 100 feet from the street property line; and
2. Parking to include up to one driveway with an aisle of parking on each side of the driveway. All said described parking locations may be situated in front of the building.

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Chapter 2: LANDSCAPE DESIGN

SECTION 201 – PRIVATE LANDSCAPING:

Areas not covered with buildings, parking, or sidewalks shall be landscaped. Landscaping should incorporate a combination of trees, flowers beds, shrubbery, lawn, boulders, planted berms and mounds. Landscaping must be designed to avoid conflict with utilities and other elements. Plantings shall include species native to the area and shall incorporate drought tolerant design and plant material. All private landscaping shall have 50%



in 3 Dimensional landscaping incorporating a more garden like atmosphere to soften the hardscape. This 3 Dimensional landscape shall be incorporated primarily around the perimeter of the building with pockets of this landscaping scattered throughout the project. All parking shall be screened from the built environment by 3 Dimensional landscaping and shall be calculated at 2% of the total built square footage. *(See photograph above)* All landscape designs shall be reviewed by the Planning Department for compliance to the intent of the Design Guidelines.

Private Landscaping see “Landscape Plants in Utah: A Guide for High Mountain Valleys” for a list of suggested native plants. This document is available from the Heber City Planning Department upon request.

SECTION 202 – RIGHT of WAY LANDSCAPING:

Planter strips shall be planted in grass and contain one street tree per 50 feet of street frontage. Choice of species for street trees must avoid evergreens, thorn and fruit bearing trees, and trees that grow large or have shallow roots. The trees may be clustered to avoid clear zones near corners and driveways but must be planted within the planter strip unless underground utilities prevent such location. Planter strips adjoining the streetscape may be broken up by periodic sections of pavers.

SECTION 203 – PLANT SIZE:

Required trees shall be at least 3 inch (3”) caliper or larger. Required shrubbery shall be at least 2 gallon per plant.

SECTION 204 – EXISTING TREES:

Existing street trees and existing large trees on the property shall be preserved into the design of the site unless the trees threaten the integrity of the sidewalk, curb, or utilities. Approval from the Planning Commission or an appointed committee shall be required prior to the removal of any existing trees.

SECTION 205 – IRRIGATION:

All landscaped areas shall be maintained and irrigated with an automatic pressurized irrigation system.

SECTION 206 – CODE REFERENCES:

See Section 17.38.040 “Commercial Developments”, Chapter 18.76 “Landscaping”, and Chapter 12.20 “Street Trees” of the Heber City code for additional landscaping requirements.

SECTION 207 LANDSCAPE REQUIREMENTS:

Each site shall provide a landscaped area of at least 10 feet in width along all public street right of ways.

Chapter 3: BUILDING DESIGN

Section 301 - DESIGN VISION STATEMENT:

To create an independent environment that will nurture the development of commercial space to complement the C-3 neighboring zone, which draws upon the historic architectural heritage of Heber City. This design vision shall draw upon the past materials, techniques, form, mass and detailing to anchor the building to the Main Street vision but allowing the architect to create a current interpretation of the space and its aesthetic and functional needs. Honesty, simplicity and quality are the hallmarks of the Heber City Main Street design vision and shall be respected in all development.

Section 302 - DESIGN COMPOSITION: (from the General Plan)

The design composition of Heber City shall reflect the authentic design elements which come from the surrounding environment and the historic, social and cultural features that carry the spirit of a special place and provide a link between the founders of Heber City, those who live here today, as well as those in the future who will choose to call Heber home.



Heber City sits on a broad green, mountain valley floor with spectacular mountain vistas as a backdrop. The beautiful dark evergreen trees, accented by rich fall colors, the Provo River, sage, red sandstone and river rock provide a broad pallet of colors, materials, textures and hues for the design composition.

Heber has a unique, western architectural style which was transferred from the northeastern United States, England and Europe in the mid 1880's. It embraces the natural textures and colors, black iron of the railroad and the brick and stone of the environment. These design elements are reflected in the Tabernacle, Heber Bank, C John Murray Murdock and Abram Hatch homes. They depict an architectural style that is in sharp contrast to the frontier and mining towns of the wild west.

SECTION 303 - PHYSICAL CHARACTERISTICS:

The physical characteristics of commercial architecture for this zone shall respect and key from the more dominating C-3 zone. These architectural characteristics depict a local culture of quality, simplicity, and permanence that is displayed in many existing buildings. All new construction shall continue to build upon this past philosophy to further strengthen the commercial core of Heber City.

All design elements shall be harmonious to the more dominating C-3 zone but shall be subordinate in terms of all physical characteristics. Common threads of color, materials, textures and details shall play an integral part of leading one from the C-2 and C-4 Zones into the more dominating visual destination of the C-3 zone.

SECTION 304 – RELATIONSHIP TO STREET:

The “Streetscape” is defined to create a resemblance of the “Streetwall” found in the C-3 zone and to promote a more pedestrian anchored shopping experience, but at the same time recognizing the vehicular presence within the C-2 and C-4 Zones. All buildings shall maintain the setback requirements as set forth in Section 104. No building front shall be allowed outside of this area.

In order to promote a pedestrian environment within the C-2 and C-4 Zones it shall be strongly encouraged that the building be designed in such a way to accommodate both street pedestrian and side parked pedestrian entrance into the facility. **This shall be done by utilizing a front corner entrance anchor that shall be visible from the street as well as the side parking area.** The street front of all buildings shall be designed to visually invite the pedestrian into the facility and shall create an anchor to the streetscape.

SECTION 305 – BUILDING FLOOR USAGE:

Appropriate building floor usage shall be defined as follows. First floor uses shall be reserved for all retail, business, or professional services as allowed by the Heber City ordinances appropriate for this zone. Second floor uses shall have the option of all first floor uses or residential mixed uses as reviewed and approved by the Planning Commission.



SECTION 306 –BUILDING HEIGHT:

The applicable underlying Commercial Zoning District regulates the maximum building height of commercial buildings.

SECTION 307 – BUILDING WIDTH:

Buildings on Main Street are to maintain a resemblance of the street wall found within the C-3 zone, but allow for interior vehicular penetration from the street accessing side and rear yard parking. Placing the façade of the building back from the front property line as defined in Section 104 allows for the placement of more landscape material as well as pedestrian friendly features to encourage pedestrian activity. Recognizing that this zone has a more vehicular driven activity, front street access points are allowed between the buildings as defined in section 108.

Each building shall be designed in a way that will allow no more than fifty (50') horizontal feet of wall plane for the type "A" project and seventy five (75') horizontal feet of wall plane for the type "B" project; without a clear expression of modulation or change.

This requirement shall consist of a primary offset in the wall plane based on the length of the wall plane as follows:

Wall Plane Length	Min. Offset Depth	Min. Offset Width
50' - < 60'	24"	48"
60' - < 75'	36"	72"
75'	48"	96"

The wall plane modulation shall extend up vertically and shall be carried back onto the roof structure to create a solid façade connection with the roof structure. Each wall plane shall be enhanced by employing the use of at least one of the following architectural features, including but not limited to windows, pilasters, columns, horizontal and vertical offsets, materials, colors, and textural variations, decorative cornices, awnings, arcades, entry areas, canopies, murals, graphics, reveals, projection ribs, and offsets. In order to assure conformance with this requirement, all exterior elevations shall be reviewed and approved as a part of the overall review process.

As an alternate to the required wall plane modulation, rear and sidewalls of a building that: (1) are not visible from a public right of way; (2) are located at least 100 feet from a public right of way line; (3) are no taller than 2 stories; and (4) do not serve as a primary access to the building, may utilize other architectural features, provided the following is met:

- A. At least two (2) or more features, spaced at a minimum of the same interval as the applicable wall plane offsets, are used. Qualifying features consist of windows, pilasters, columns, horizontal and vertical offsets, decorative cornices, awnings, arcades, entry areas, canopies, murals, graphics, reveals, projection ribs, etc.
- B. At least 2 material changes, textures, or colors shall be used.
- C. An 8' wall shall be placed along property lines shared with residential uses or zones.
- D. Landscaping shall include an 8' landscape strip along the property line with evergreen trees. The spacing of the required trees shall be one tree every 20 feet. Where an 8' wall is required, 2 inch caliper deciduous trees with species growing to 20 or more feet in height for a single story building, and 3 inch caliper trees growing to 30 or more feet in height for two story buildings, may be substituted.

SECTION 308 – BUILDING FORM:

One of the most prominent unifying elements of the traditional Main Street is the similarity in building form. Commercial buildings were simple rectangular solids, deeper than they were wide. The pedestrian levels were more decorative in appearance with a vertical extension in height and an

expansion of glazing surface area. The upper levels were shorter in floor to floor height and displayed a more conservative treatment of architectural elements. This characteristic is important and should be maintained in new projects.

Rectangular forms shall be dominant on Main Street facades and shall be vertically oriented. The facade shall appear predominantly flat, with decorative elements and “articulations” to be subordinate to the prevailing form.

Rear building facades should step down in scale to the alley by using a sloped shed roof from front to rear, providing a pleasant, pedestrian oriented appearance. Use projecting roofs at the ground floor over entrances, decks and separate utility structures to establish a human scale that invites pedestrian activity.

SECTION 309 – BUILDING MASS:

A building should appear to have a mass that is similar to that of traditional buildings in Heber City. A buildings mass is defined in broad form or generalized shapes rather than in specific details. A building should appear similar in scale to that seen traditionally for similar building types. Reduction of the apparent mass of a building can be accomplished through the following methods:

- ❑ Variations in wall planes outlined in Section 307.
- ❑ Developing a facade of smaller buildings rather than one large monolithic structure by dividing the façade into modules that express these traditional dimensions.
- ❑ Variation in exterior material selection as well as color and texture to break up the perceived building mass into the traditional building modules.

Designing structures with smaller modules and using variations in relief provided by different materials, openings and details, creates the diverse composition and harmony that exists in turn of the century architecture.

SECTION 310 – HUMAN SCALE:

A building should appear to have a “human scale” that relates to the pedestrian patron. In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions. All buildings shall have a human scale that is relative to the adjacent buildings and relevant to the pedestrian streetscape. Buildings shall establish and reinforce the area as a pedestrian environment with architectural features scaled accordingly.

- ❑ Use building materials that help establish a human scale:
 - Use brick or stone in standard modules or appropriate sizes to express the human scale.
 - Avoid large panelized products or extensive featureless surfaces that create a large visual mass and that does not relate to the human dimension.
 - ❑ Express façade components in ways that will help to establish a human scale.
 - Exterior wall treatments that establish rhythm and pattern of windows, columns and other architectural features are encouraged.
 - Use window and door sizes that relate to traditional building scale.
- Large expanses of glazing etc are inappropriate.



Expressing the position of each floor in the external skin design of a building is a recommended method of establishing a human scale:

- Use belt courses or other horizontal trim bands of contrasting color and materials to define floor lines.
- Use articulated structural elements, or changing materials as methods of

defining floors.

SECTION 311 – BUILDING STYLE:

Buildings should be designed to simulate the “add-on” nature of the early settlement buildings utilizing shed roofs, covered walkways, smaller boxes attached to larger boxes, variation in angle and orientation from one building to another. Stylistic variation in form from one structure to another is encouraged to create interest, depth and modulation. Second level areas above retail spaces are encouraged to create interest at various levels by way of form and massing of the structure. A clear visual division shall be maintained between ground level floors and upper floors by slight changes in height, style, form, mass, materials, color, window sizes, overhangs, balconies etc.

SECTION 312 – BUILDING MATERIAL:

The use of indigenous materials is one of the strongest links to the rich heritage of Heber City Main Street. “Red sandstone was quarried from mountain ledges in the Lake Creek region (five miles east of Heber City), by John Crook and William Forman. This stone was extensively used for homes and public buildings. The Stake tabernacle and County Courthouse were built of this material.” {Pg 118 *Under Wasatch Skies a History of Wasatch County*}. Hand pressed, sun-dried bricks were also a prevalent building material that is seen in many turn of the century buildings. Wood architectural trim detailing were extensively used throughout this era.

The use of indigenous/ traditional building materials and techniques is strongly encouraged in new construction. Large featureless walls with only one building material, color, or texture are not appropriate. Exterior wall design should use an appropriate mixture of materials and material



placement to provide a sense of human scale.

- Materials that convey texture, scale, finish and color similar to those used traditionally are preferred.
- A minimum of 30% of the vertical wall surface must include some form of masonry material such as brick, or stone with an indigenous look to the area. For elevations using 30% - 60% of masonry, 2 additional materials are required. For elevations using more than 60% masonry, 1 additional material is required. 100% masonry is permitted, with the use of multiple colors and/or textures. Additional materials shall be a different color or texture than the masonry.
- Cement based siding with textures in a scale appropriate to the building size,
- Material with a matte finish is appropriate. Highly reflective materials shall be avoided.

Large expanses of reflective materials on walls, windows or on rooftops are not appropriate.

- Large panelized products or extensive featureless surfaces such as stucco, shall be avoided.
- Architectural metal panels may be permitted, upon approval of the Planning Commission, as a siding material. Metal materials shall not exceed 25% of the exterior wall materials remaining after the use of masonry. The panels may be flat panels with a reveal or they may be ribbed with a profile that provides shade, shadows, and texture. Reflective metal panels are prohibited. Masonry, such as brick or stone, and other approved exterior materials shall be utilized with the metal to provide interest. The building shall be designed by an architect.
- Where possible, the use of modern materials which withstand aging and deterioration is appropriate (i.e. cement based siding instead of wood), if the materials are incorporated into a design element which reflects traditional building philosophy.
- All materials and construction methods shall be of the highest quality and integrity indicative of early craftsmanship.
- EIFS (Exterior Insulated Finish System) may be used as an accent material, not to exceed 25% of wall areas. Traditional detailing shall be applied to this material selection.
- With the exception of masonry, such as brick or stone, and traditional siding materials, no building material shall exceed 50% of the total exterior wall materials.

Materials and details above first story may be of a simpler fashion to that of the primary first level façade. (*See illustration “Material Matrix”*)

SECTION 313 – BUILDING COLOR:

Building color is one of the most critical elements in design. Careful attention should be paid to create colors that blend with the ever changing seasons of the Heber Valley, as well as blending and complimenting the man made environment of the down town area. To this extent color variations, using compatible hues, can be used to enhance or reduce the visual impact of scale, mass, detail and overall composition.

Hue: Colors that respect and enhance the natural earth tones of the local area are encouraged.

Value: The LRV (Light Reflective Value) of colors and materials used on major walls and roof areas should be between 7 (darkest value of shaded vegetation) and 38 (approx. value of red sandstone). In general, the more visible or massive the structure, the lower its LRV should be.

Chroma: The strength, intensity and brightness of the color selected should be in the range from very weak (grayish) to medium weak (neutral or earth tone). Strong Chroma colors such as the red color in the American flag should be avoided.



Stains and flat paints are encouraged. High gloss paints, factory finished metals or other materials which increase visual impacts; ie. Aluminum, white or reflective roofs are not acceptable if found visible from the street. Matte finishes are strongly recommended. LRV over 38% and strong chroma may be allowed for small accents and trim around windows, and

doors. Chimneys, flues, vents, gutters, down spout, mechanical and electrical equipment, railings, window shading devices and other exterior devices shall be similar in chroma and LRV to the surrounding surfaces to which they adjoin, unless they are featured in the design. In such cases, a subdued accent color may be acceptable. Bright, glossy, fluorescent and corporate signature color schemes are prohibited. Heber City's adopted color matrix is based upon "Columbia paint & coatings; Historic Colors of America" color wheel (see illustration "Color Matrix").

SECTION 314 – ROOF DESIGN:

Historically, commercial roof forms appeared flat, sloped or gabled, but all had false fronts or relatively tall parapets as seen from the street. This characteristic is important to the character and compatibility of this zone and should be preserved. The primary roof form of a structure should help reduce the perceived scale and mass of the building. For that reason, low sloped roofs are appropriate and strongly encouraged on commercial buildings. It is recommended that the slope runs with the highest point at the front of the building and the lowest in the rear.

Secondary roof forms that accentuate but not dominate the composition such as low pitched gables, hip and shed roofs, shall extend at least two (2) feet over the covered structure and shall be used as a means to break up the mass of the façade adding variety and interest.

Roofs should compliment and respond to the heavy snow environment and shall be designed to meet all applicable building codes. Roof and canopy designs shall prevent snow or ice from shedding directly onto a pedestrian walkway or access. Snow shedding shall be controlled and measures shall be taken to prevent snow and ice damage to property and/or people.

- ❑ False fronts and parapets with horizontal emphasis are appropriate for Main Street. These elements were typically used to obscure the low sloped or flat roof.
- ❑ Parapet steps shall have an appropriate thickness or depth from the street view to convey solidness to the pedestrian. Minimum of twenty four (24) inch depth or greater depending upon building mass and scale. Parapets on side facades should step down towards the rear of the building unless the structure is located on a corner lot. Corner lots shall maintain continuity for both streetscapes with the primary street wall on Main Street and the secondary on the side street.
- ❑ Roof forms and planes shall vary to add visual interest to the street environment, provided they are aesthetically appropriate to the rugged mountain context and functionally responsive to the harsh climate.
- ❑ The top of building profile on street front facades shall vary in form thirty (30) inch minimum in vertical height per the following uninterrupted, horizontal roof dimensions:
 - Forty (40) foot maximum uninterrupted profile for type A buildings.
 - Fifty (50) foot maximum uninterrupted profile for type B buildings.,



- ❑ Roofs shall be constructed with materials appropriate for Main Street and the environmental constraints of the area.
- ❑ Roof materials shall be fire-retardant and non-reflective
- ❑ Top of wall copings or extended roof edges create visual interest,
- ❑ Elements such as expressive brackets, cornices, copings, layered and overlapping fascia and exposed rafters with profiled ends are strongly encouraged.
- ❑ Roof snow slide areas shall retain “snow guards” to prevent property damage and pedestrian injury.
- ❑ All roof mounted equipment, plumbing stacks, antennas, etc. shall be concealed from public view by way of parapet or some form of roof feature.

SECTION 315 – EXTERIOR WALLS (façade elements):

The repetition of similar façade elements greatly contributes to the historical character of the street. In particular, windows, details, ornaments and cornice moldings reoccur frequently. These details have “depth”, such that they cast shadow lines and add a three-dimensional feel to the façade. These elements combine to form a composition for each façade that has variations of light and dark, solid and void, rough and smooth surfaces. This variety within an overall composition is an essential characteristic to the fabric of Main Street within the C-2 zone and C-4 Zone.

Existing features shall be preserved. New elements should not try to imitate the past but “reflect” upon the intent and philosophy of the originator by drawing upon its own understanding of the requirements and needs of the structure. The combination of architectural details for a building front should be reviewed as an overall composition and should be considered in its context to other buildings in the area. These subordinate compositions should stand on their own as well as complement the total canvass playing out as blocks and sections of Main Street.



Ornamentation should reflect the simple and restrained decorative tradition of the early pioneer lifestyle. Repetition of similar shapes and sizes should be respected as an element of economy in dressing up a structure. Simplicity in design and detail were among the true hallmarks of early frontier communities, while relying upon quality of materials and construction to convey permanence to the patron.

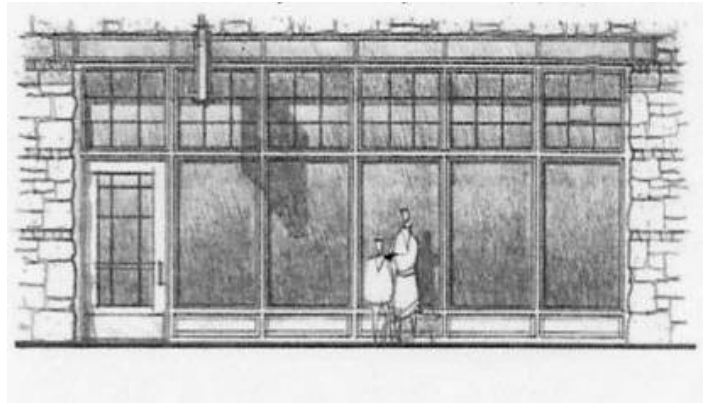
Visual interest on the street level of a building is provided by the following devices:

- A display window providing views to activities in the building.
- A display case with exhibits, where internal functions do not permit windows,
- A decorative wall surface, such as a mural or sculpture feature,
- A landscaped foreground where appropriate.

All façade features whether dormers, gables, windows etc. that are “planted on” in an attempt to imitate a traditional detail are inappropriate and shall not be used. True functional features that are incorporated into the design of the structure such as dormers, gables, fenestration etc. are appropriate and encouraged. Large and protruding balconies, large out of scale canopies, or other modern elements are not appropriate and shall not be used.

SECTION 316 – EXTERIOR WALLS (storefront):

The Main Street storefront shall display a character that is harmonious to the historical district providing a vibrant and interactive treatment to the pedestrian streetscape. It shall be that all storefronts shall maintain an active access from the Main Street as well as a secondary access from the side parking. Heber City encourages the developer to create a corner entrance which shall service both the Main Street pedestrian and side parking patrons within the same entrance of the facility.



SECTION 317 – EXTERIOR WINDOWS and DOORS:

The use of active glass windows and walls which allow a visual connection between the outside pedestrian streetscape and the interior store function is strongly encouraged.

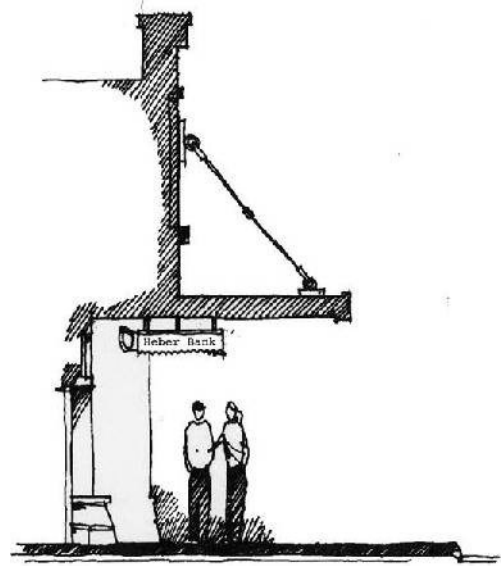
The use of false windows and doors is discouraged and shall be reviewed on a case by case basis by the Heber City Planning Commission.

SECTION 318 – ARCHITECTURAL FEATURES:

Exposed structural expression of wood framing members, timbers and steel detailed elements supporting the roofs, sheds and balconies should be a feature of all commercial building designs. New designs that draw upon the past architectural character of the community extending a new creative interpretation are permitted.

SECTION 319 – CANOPIES AND AWNINGS:

Canopies, flat metal canopies and awnings shall be designed and constructed to be complimentary with the architecture of the building. The color of the awning shall be complimentary to the color scheme of the structure and in keeping with the unique color palettes of the area. Awnings shall be constructed of a durable material that takes into consideration the local climate and weather conditions. Canopies and awnings are encouraged to shelter patrons during extreme weather conditions as well as adding to the pedestrian oriented streetscape. Approval based upon review and acceptance of the planning commission.



SECTION 320 – SPECIAL PROVISIONS:

Section 18.28.050 and Section 18.40.030 of the Heber City Code regulate the permitted gross floor areas of buildings in the C-2 and C-4 Commercial Zones.

Chapter 4: SIGNAGE

SECTION 401 – SIGNAGE TYPE:

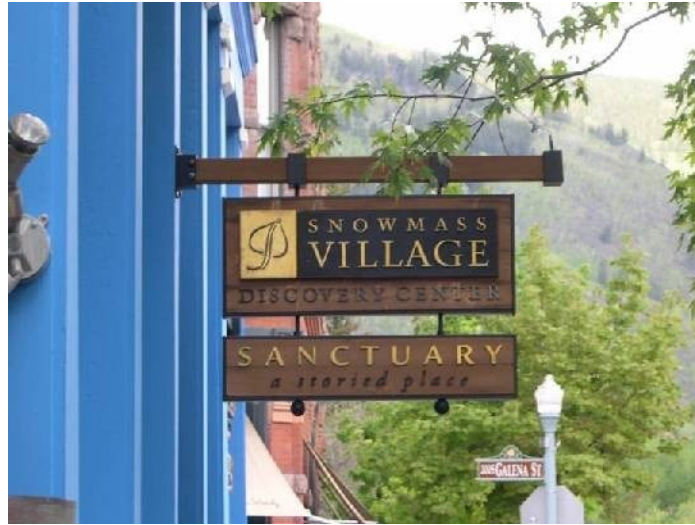
All signage shall comply with the Heber City’s adopted sign ordinance and shall be reviewed by the Heber City Planning Commission prior to approval.

All signs shall utilize the color scheme as outlined in Section 313 for their signage color structure. This color strategy shall utilize a “toned down” version of the corporate colors to allow patrons to recognize brand identity without allowing the glaring color scheme that is so prevalent in modern corporate images. All Corporate signage shall be required to submit a color mock to the Planning Department prior to approval of their signs.

Where either an On-Premise Freestanding Sign or Monument Sign is permitted for an individual parcel, the Planning Commission may approve the following variations from the design guidelines for the use of a Monument Sign over a Freestanding Sign:

- Wall plane lengths may be exceeded by up to 20% for Type A and Type B developments for walls that do not front a public street. The offset minimums will be based on the original maximum wall plane length (i.e. a 50’ wall plane may be extended to 60’, the offset depth and width will be required to be the same as the 50’ wall plane).
- The base of a monument sign may contribute to the required masonry area if the material matches the material used on the building.





Chapter 5: CONSERVATION

SECTION 501 – ENERGY EFFICIENCY:

All buildings should be designed to be energy efficient and should incorporate industry standards to achieve this, including;

- ❑ Energy conserving glazing features
- ❑ Super insulated or cold roof design with minimum of R-38
- ❑ Wall insulation with minimum of R-19
- ❑ Passive and Active solar systems where panels can be concealed within the architecture and obscured from view.
- ❑ Innovative heating and cooling systems that reduce the demand on energy requirements.

SECTION 502 – GREEN DESIGN:

All buildings should be designed to incorporate renewable resource strategies, green products, and optimal water usage.

- ❑ Recyclable and earth friendly materials
- ❑ Use of local and regional materials to reduce energy costs derived from excessive transportation,
- ❑ Effective use of vegetation to control micro-climate stresses
- ❑ Water conserving features and fixtures as pertaining to the local building codes.

Chapter 6: APPENDIX

C-2 Zone

EXTERIOR BUILDING MATERIALS

Concrete: PLAIN
Concrete: TEXTURED
Concrete: COMPOSITE SIDING
Masonry: BRICK
Masonry: GRANITE, SANDSTONE
Masonry: LIMESTONE, RIVER ROCK
Masonry: FIELDSTONE
Masonry: CAST STONE
Metal: STANDING SEAM
Metal: SHINGLES
Metal: CAST
Wood: SIDING
Wood: SHAKES
Wood: SOLID TIMBER
Moisture Protection: EIFS
Moisture Protection: CLAY
Moisture Protection: ASPHALT
Moisture Protection: CONC. SHINGLE
Moisture Protection: MEMBRANE ROOF
Glass: CLEAR
Glass: TINTED
Glass: OPAQUE
Finished: STUCCO
Finished: CERAMIC TILE
Finished: PAINT

Wall Surface	X	X	E	E	E	E	E	L	X	L	X	L						X	L	E
Lintels, Headers, Sills	L	L	L	E	E	E	E	E		E		E	X					L	X	E
Columns, Pilasters	L	L	E	E	E	E	E	E		E		E	X					X	X	E
Brackets, Dentils	L	L	L	L	E	E	E	E		E		E	X					X	X	E
Doors, Windows																				L
Opening Frames			L																	
Glazing																	E	L	L	
Roofs									L	L		E		E	L	L				
Fencing surface	X	L	E	E	E	E	E	E			L	X						L	L	

E - Encouraged
L - Limited Use
X - Prohibited
- Not Applicable

Color Matrix





Tudor Ice



Standish Blue



Tory Blue



Muted Mulberry



Amelia



Marrett Apple



Appleton



Portsmouth Blue



Bold Bolection



Concord Grape



Hawthorne



Historic Morning Dew



Lucinda



Rocky Hill



Biloxi Blue



Plum Island



Elise



Melville



Bulfinch Blue



Winter Harbor



Bowen Blue



Emily



Saxon Blue



Seal Blue



Citadel Blue



Robin's Egg



Newport Indigo



Meetinghouse Blue



Glacier Bay



Volute



Lexington Blue



China Aster



Asher Benjamin



Beauport Aubergine



Cottage Green



Coral Springs



Bristol Green



Green Bonnet



Veranda Blue



Phillips Green



Gedney Green



Wild Oats



Longfellow



Wainscot Green



Grasshopper



Boardman



Pointed Fir



Yarmouth Oyster



Viscaya



Whispering Willow



Blue Winged Teal



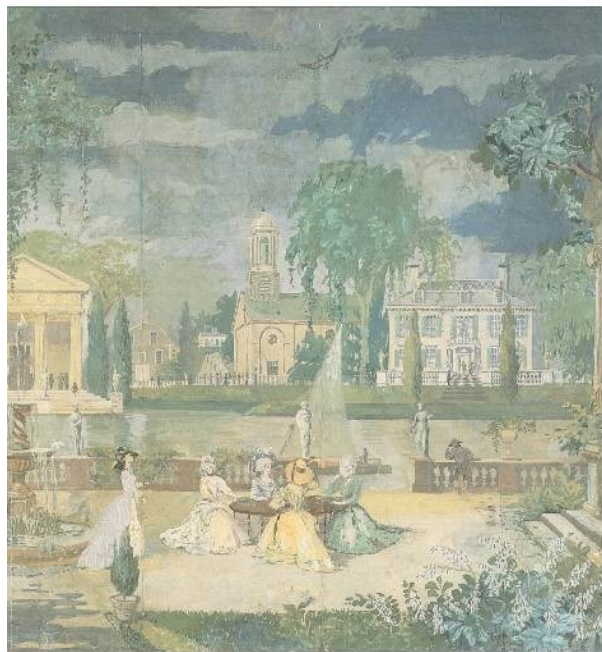
Warren Tavern



Brattle Spruce



Parsnip



Hazelwood



Winter Balsam



Langdon Dove



Newbury Moss



Moss Glen



Jackson Antique



Picholine



Sayward Pine



Phelps Putty



Amish Green



Jewett White



Bayberry Wax



Venetian Glass



Brookside



Grassy Meadow



Baize



Plymouth Beige



Sandy Bluff



Flaxen Field



Nankeen



Ginger Root



Tankard Gray



Rain Barrel



Winter Meadow



Maple



Hitching Post



Pettingill Sage



Coastal Sand



Bean Pot



Cummings Oak



Tyson Taupe



Vinal Haven



Wooly Thyme



Brownstone



Wooden Nutmeg



Monument Gray



Burnished Pewter



Otis Madiera



Bargeboard Brown



Fieldstone



Milkweed



Liberty



Rawhide



Gropius Gray



Pitch Pine



Britches



Palomino



Burnt Umber



Chocolate



Polished Pewter



Sturgis Gray



Toffee



Portobello



Hickory Nut

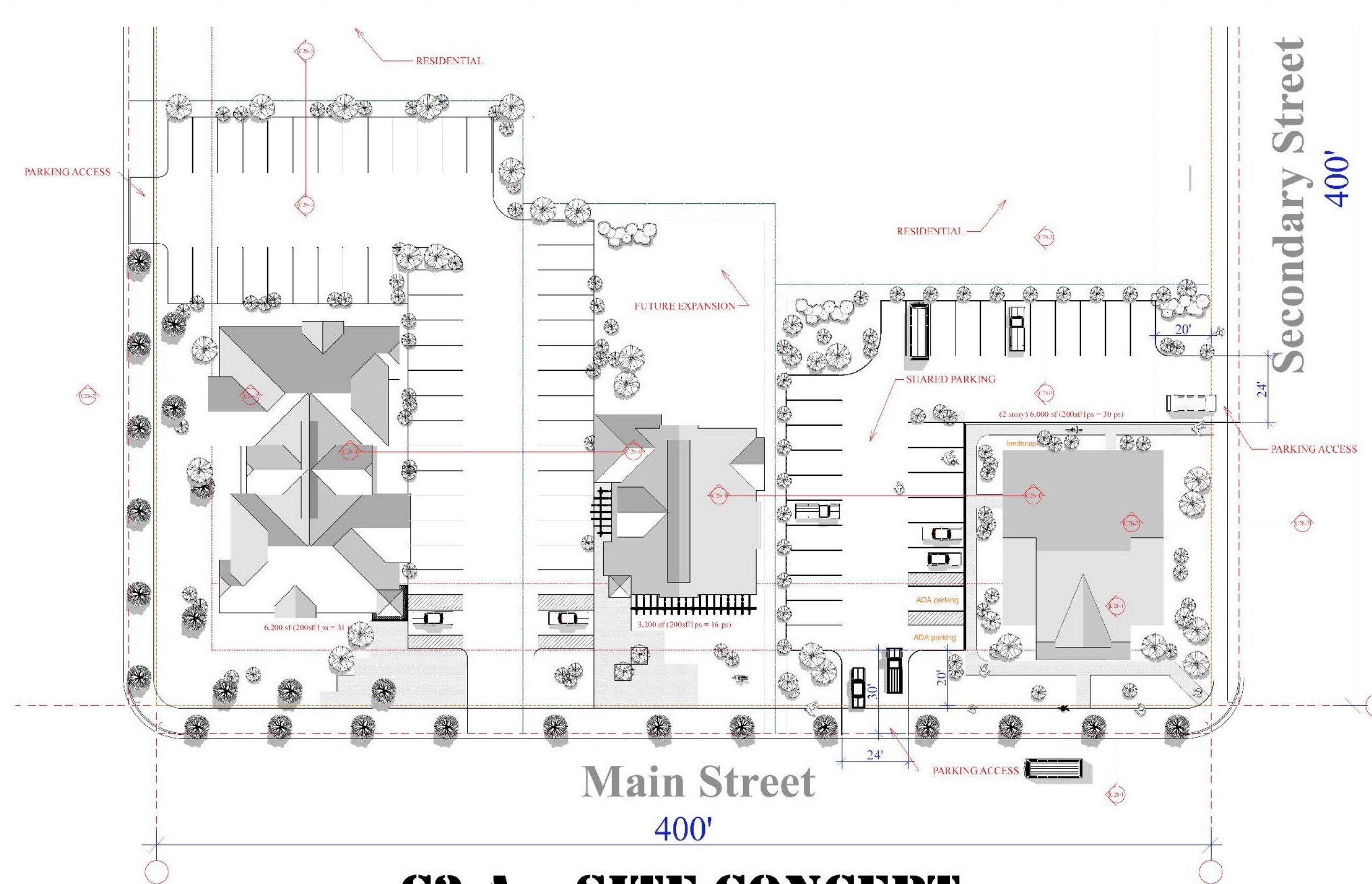


Quincy Granite



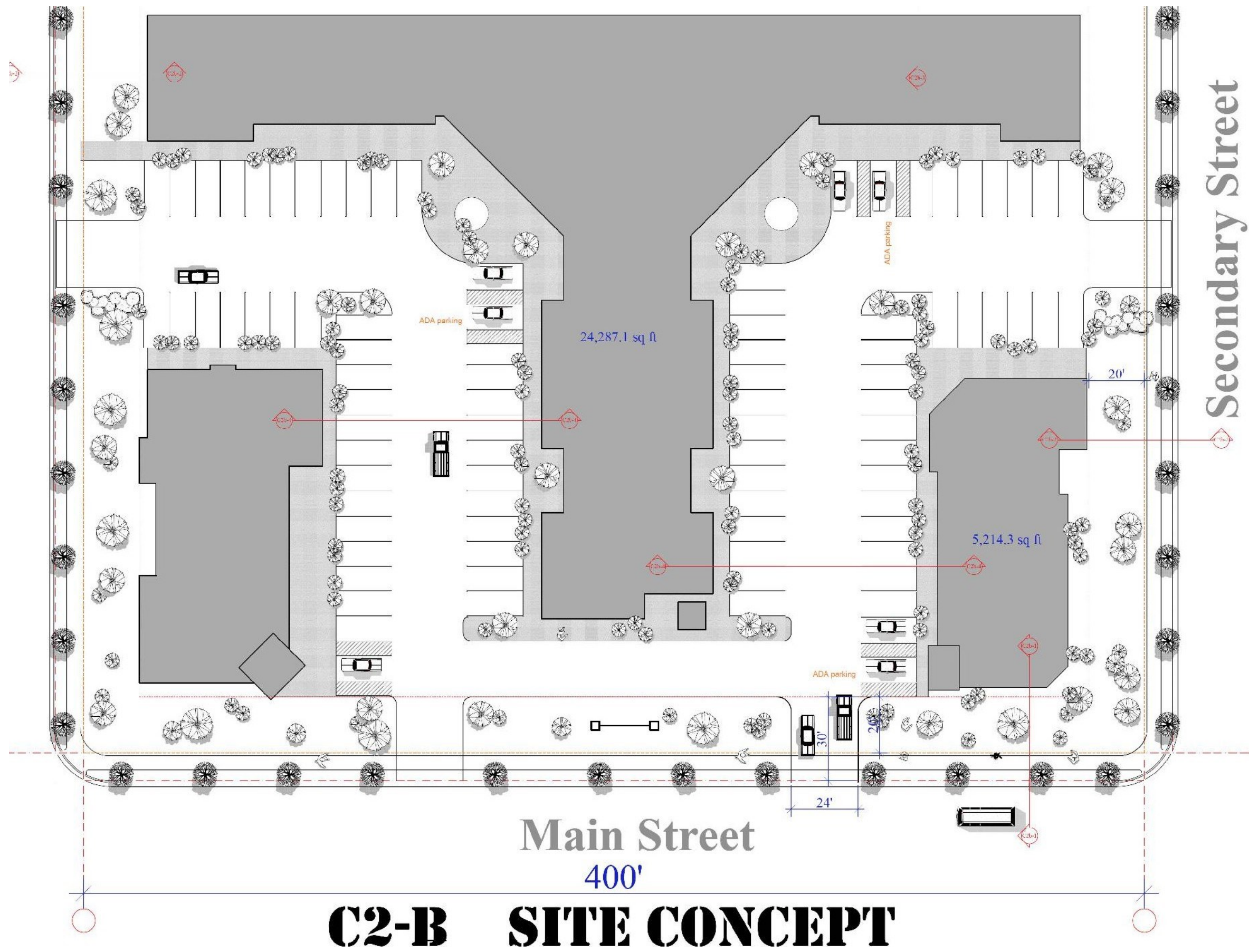
Vermont Slate

All colors are affected by age, light, heat and printing processes. Chips on card may vary in color or finish from the actual paint in the container. To achieve clarity and depth of color, some colors may require multiple coats. Colors shown are custom tints and may be slightly higher in price.

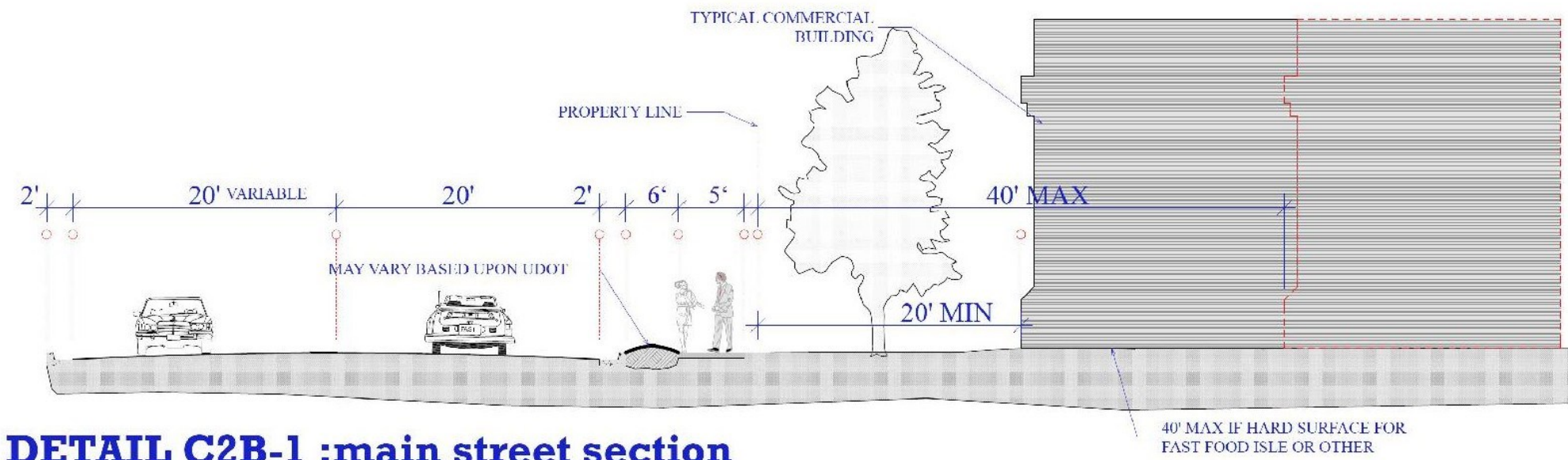


C2-A SITE CONCEPT

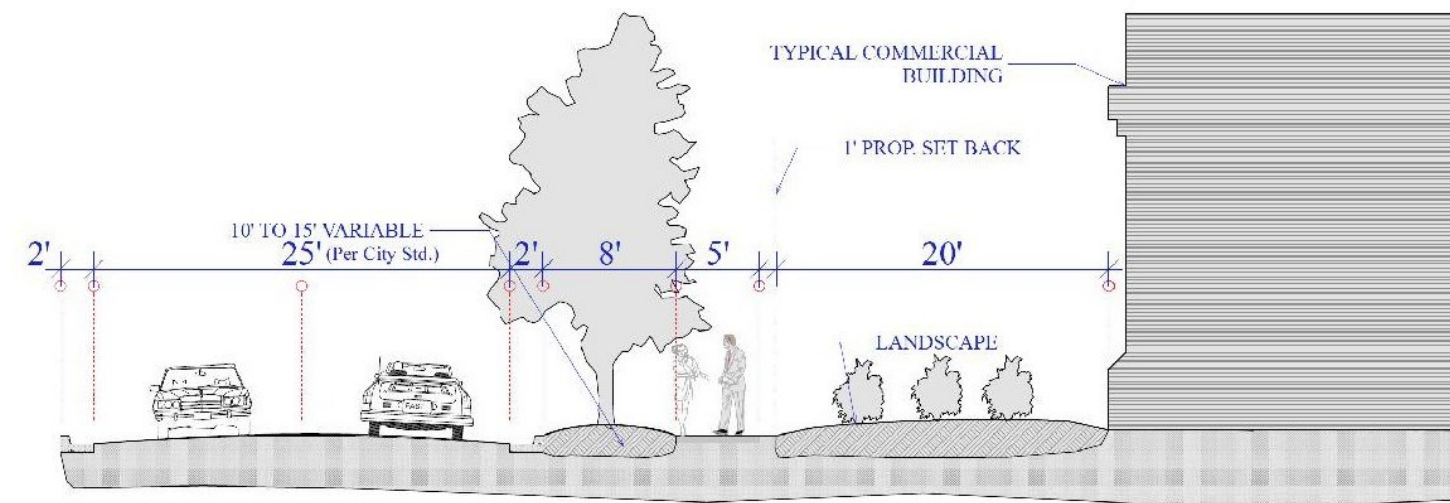
Typical Type A Commercial Site Plan



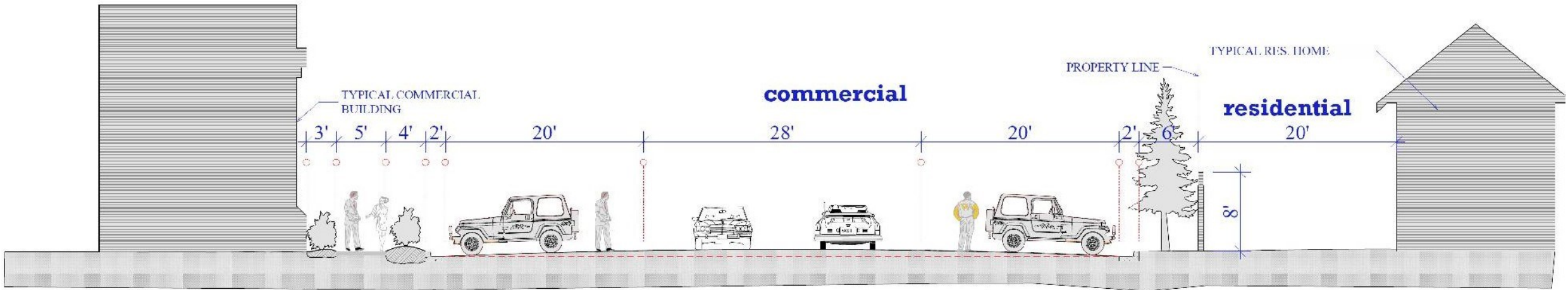
Typical Type B Commercial Site Plan



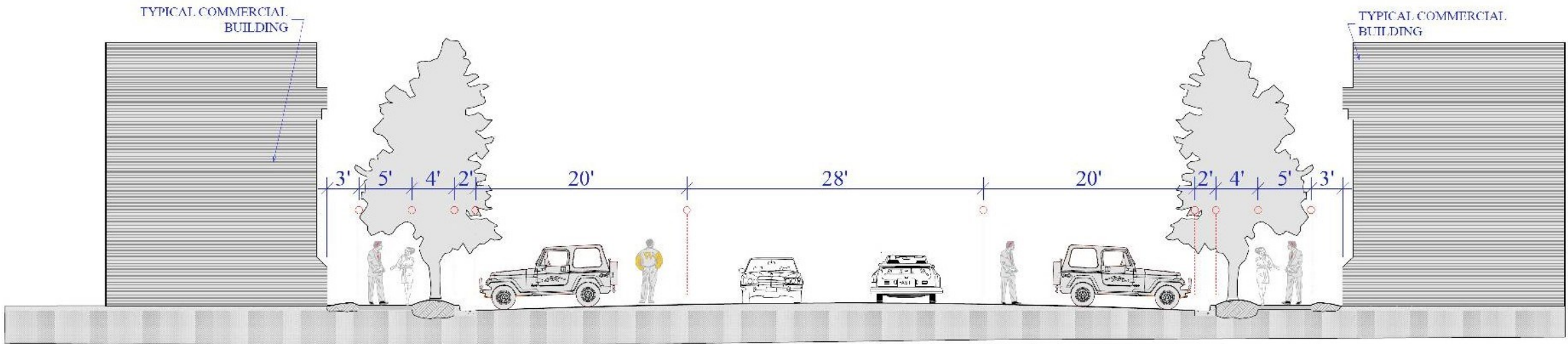
DETAIL C2B-1 : main street section



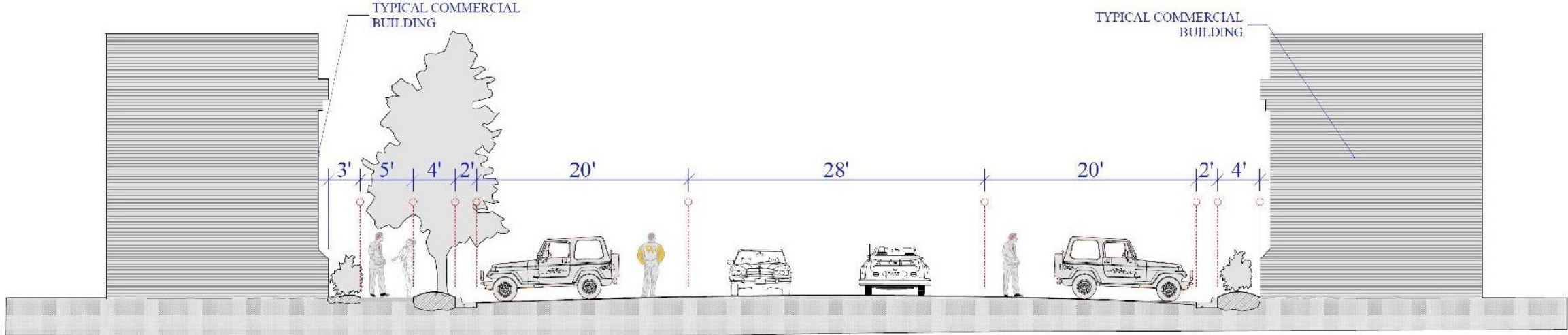
DETAIL C2B-2 : side street section



DETAIL C2B-3 : commercial/residential interface



DETAIL C2B-4 : commercial shared parking



DETAIL C2B-5 : commercial shared parking

Wittco Rezone

October 3, 2023

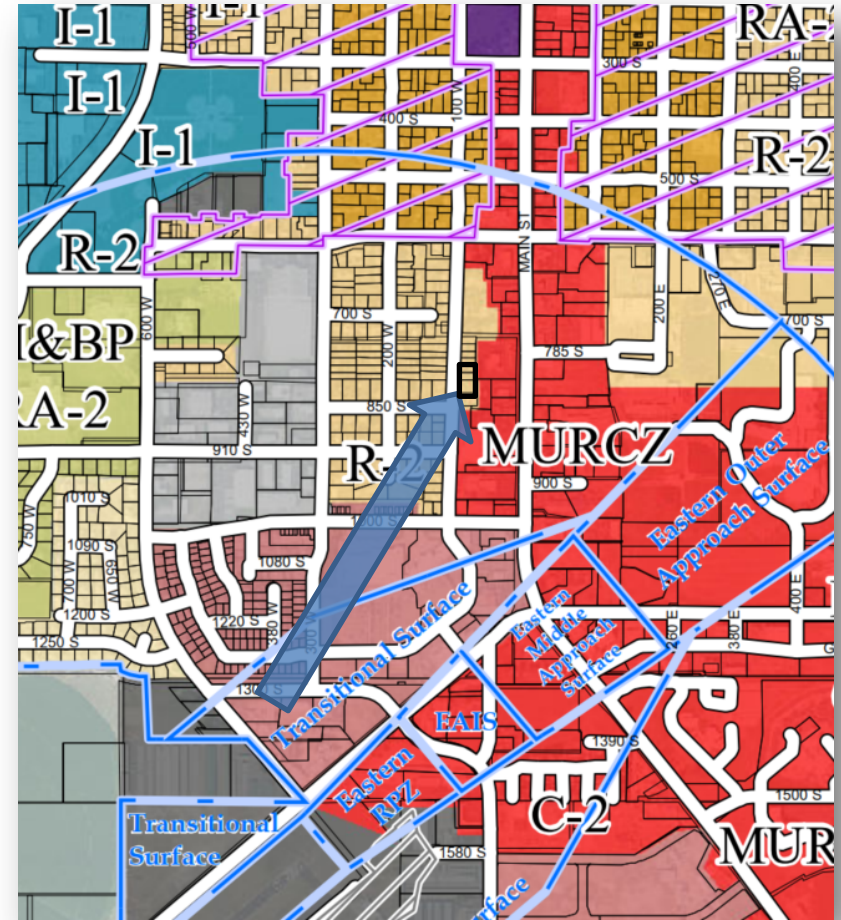
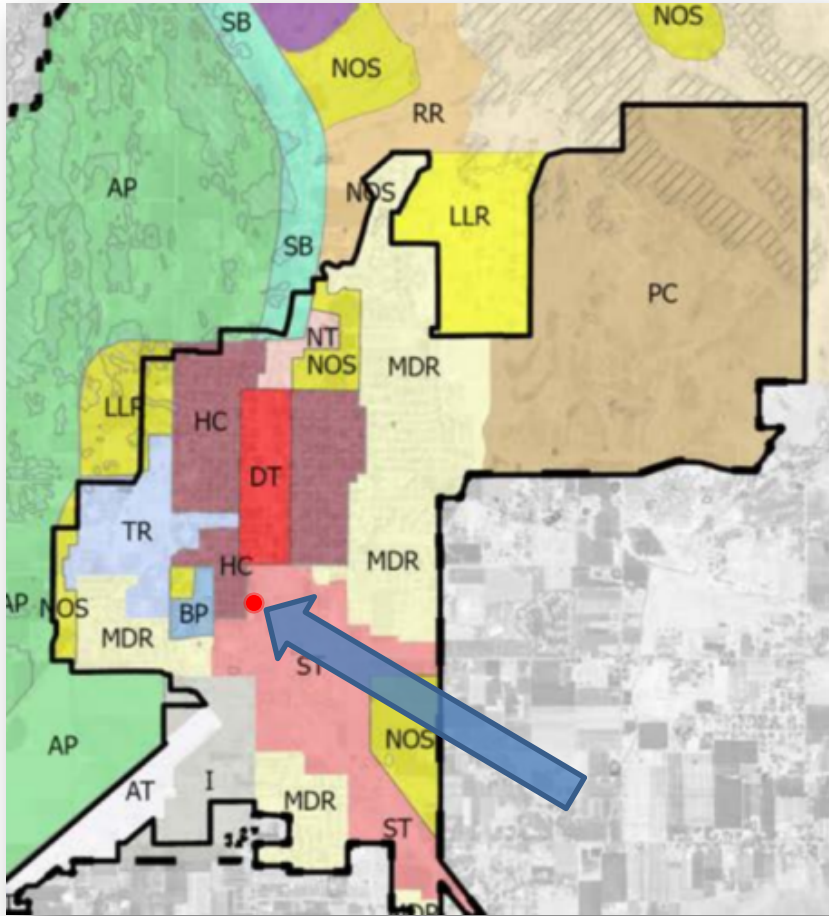
Petitioner: Ben Witt



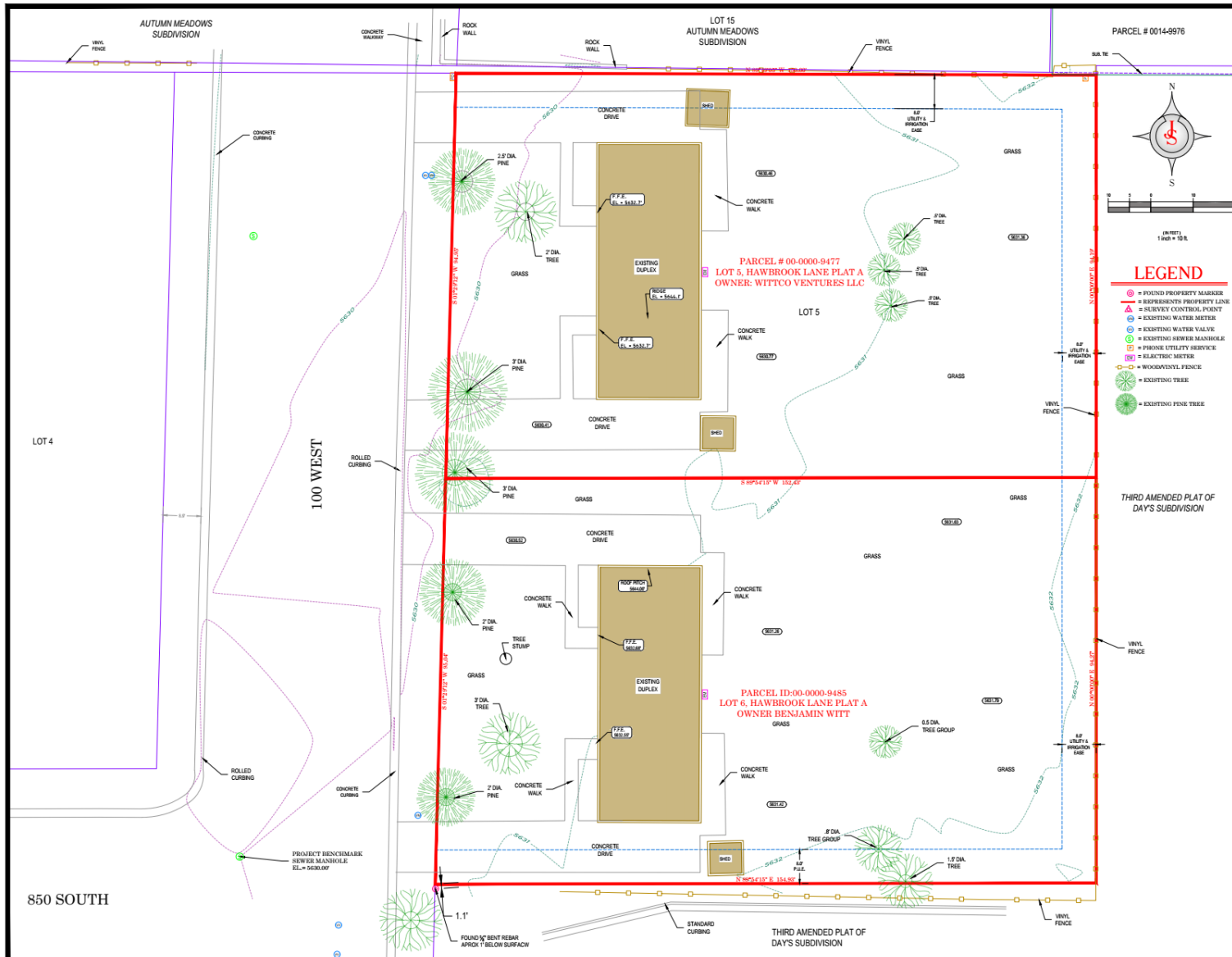
Vicinity Map



General Plan & Zoning Map



Existing Improvements



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 as file within the official records of Wasatch County, Utah. Containing 0.24 +/- Acres

Lot 6, Hawbrook Lane Plat A as file within the official records of Wasatch County, Utah. Containing 0.24 +/- Acres

SURVEYORS NARRATIVE

This Survey was performed at the request of Benjamin Witt for the purpose to locate corners 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.

There are One foot Corners 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 these resulted off to the nearest 10 feet mark for a more efficient Bench Mark base. The project bench mark is 5600.00' = Found sewer main hole located near the intersection of 100 West and 100 South near the footage of this lot as shown.

NOTE.

- Surveyor has made no investigation or independent search for existence of record encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a current title insurance policy.
- No city and county planning, and zoning maps for information regarding setback, side yard, and rear yard distances as well as other building, use restrictions, and requirements.
- 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, under excavation. Contact blue stakes and refer to utility maps for additional information.
- Subdivision plat notes, pertaining to this lot and other restrictions obligations, covenants etc., that may affect the design and use of this lot, see subdivision.
- This is not a boundary survey, no corners have been set, this plat is intended for design review and approval purposes.

SURVEYORS CERTIFICATE

I, R. Brian Johanson, do hereby certify that I am a Professional Land Surveyor, holding certificate No. 20753114 as prescribed under the laws of the State of Utah. I further certify that by the virtue of authority, I have made a survey of the tract of land shown on this plat and described herein. The same has been correctly surveyed and reduced with ground measurements and other data as shown on this plat. This survey retraces lot/line lines and may have corrected said lot/line lines to coincide with found evidence and other information and conclusions, based on said ground measurements, data surveys and other information and records. Furthermore, other ownership 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 these 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 these lines.

REVISIONS

REV #	DESCRIPTION	DATE

JOHANSON
PROFESSIONAL LAND SURVEYORS

SURVEY DESIGN REPT/PLANNING
SURVEYING

410 NEW HWY 1
SALT LAKE CITY, UTAH 84119
Brian Johanson P.L.S. 401-875-1241

COPYRIGHT

This drawing is and at all times remains the exclusive property of JOHANSON
Surveying shall not be used with out complete authorization and written approval.

STATE OF UTAH
Professional Land Surveyor
R. BRIAN JOHANSON
No. 20753114

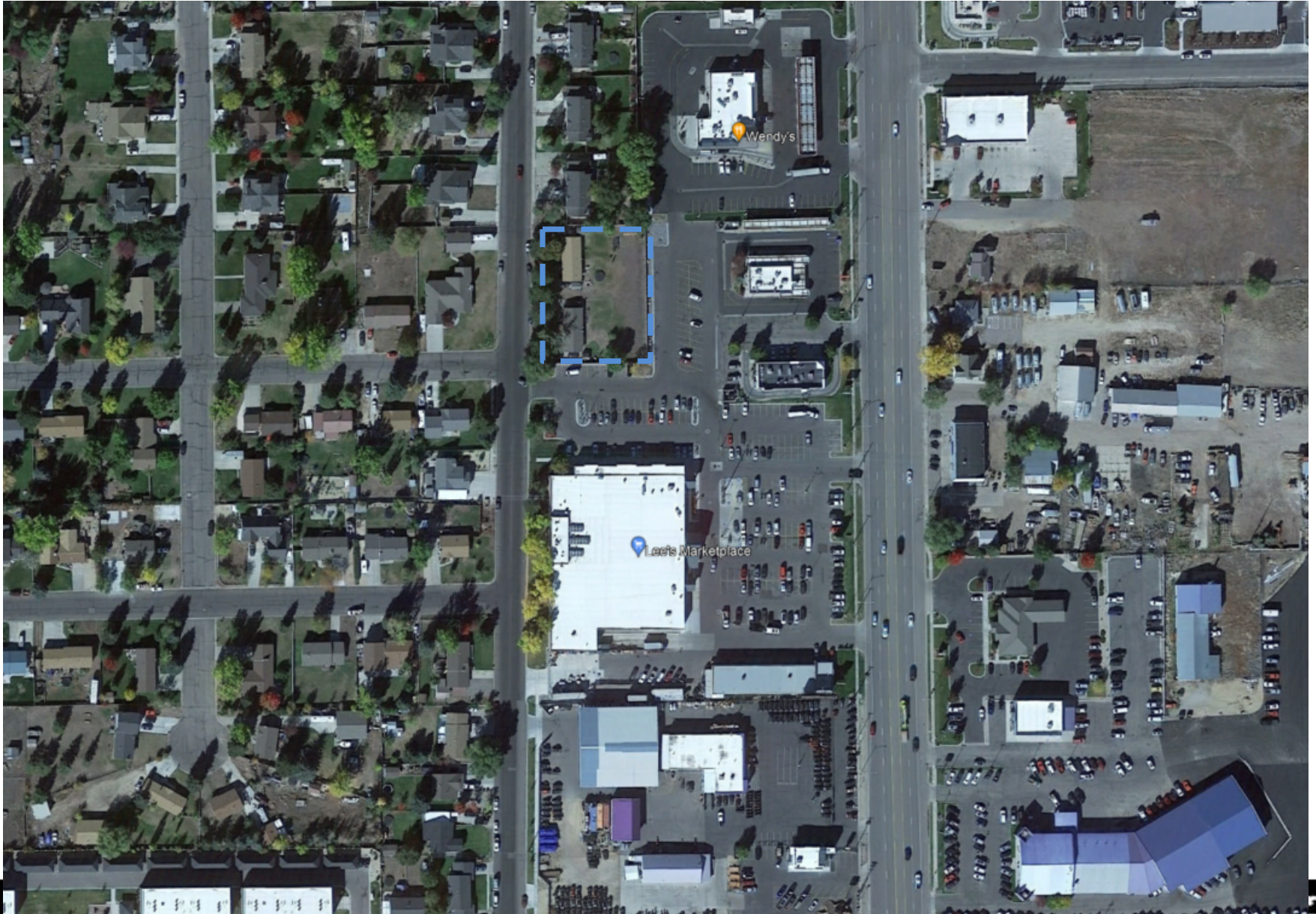
PROJECT NO.
5-24-18

DWG.
5-27-2019

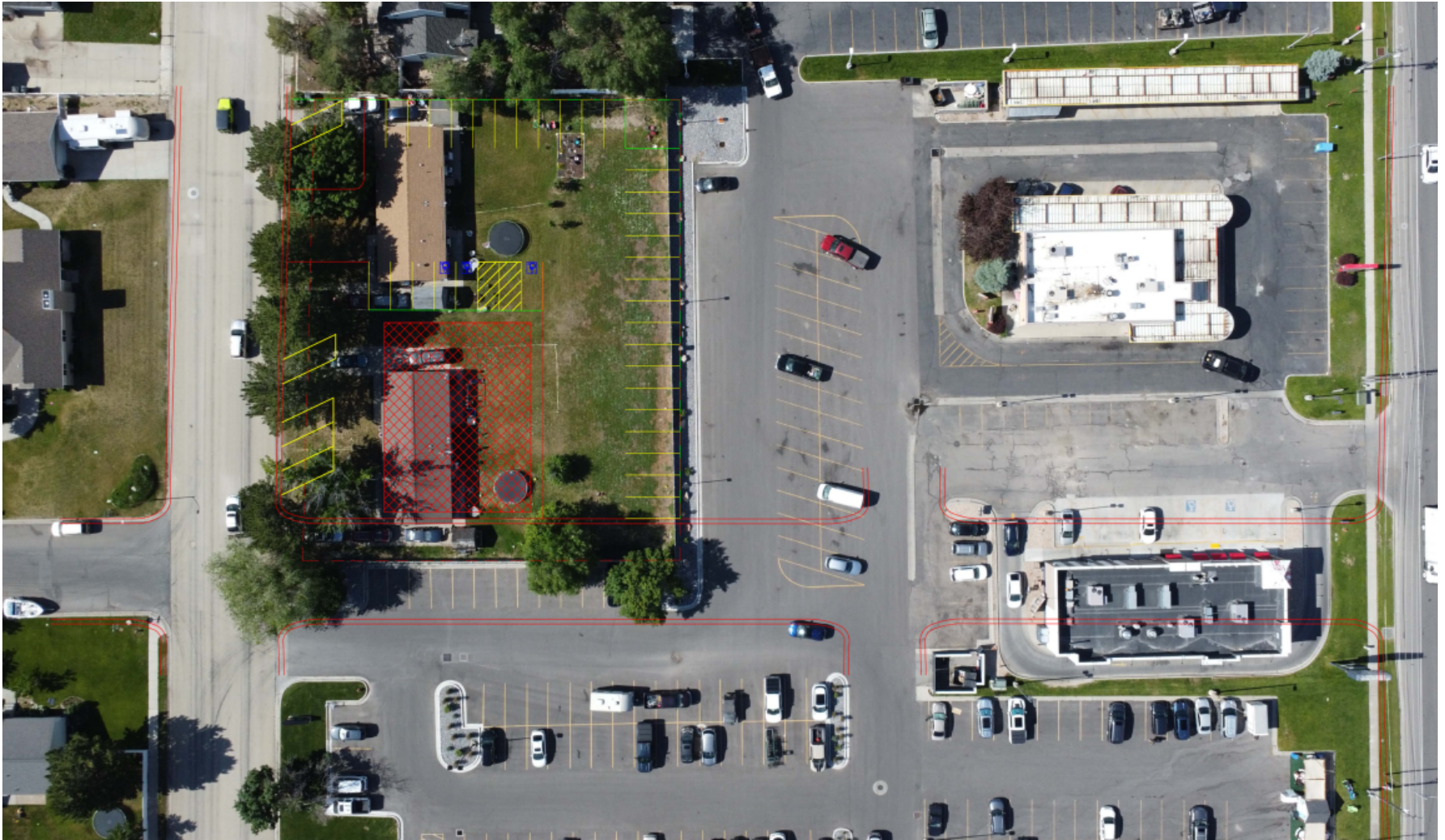
DRAWN BY: JOHANSON/BRUCE/CLP/B
CHECKED BY: BRUCE E. JOHANSON/P.L.S.

SHEET NUMBER
SHEET-1

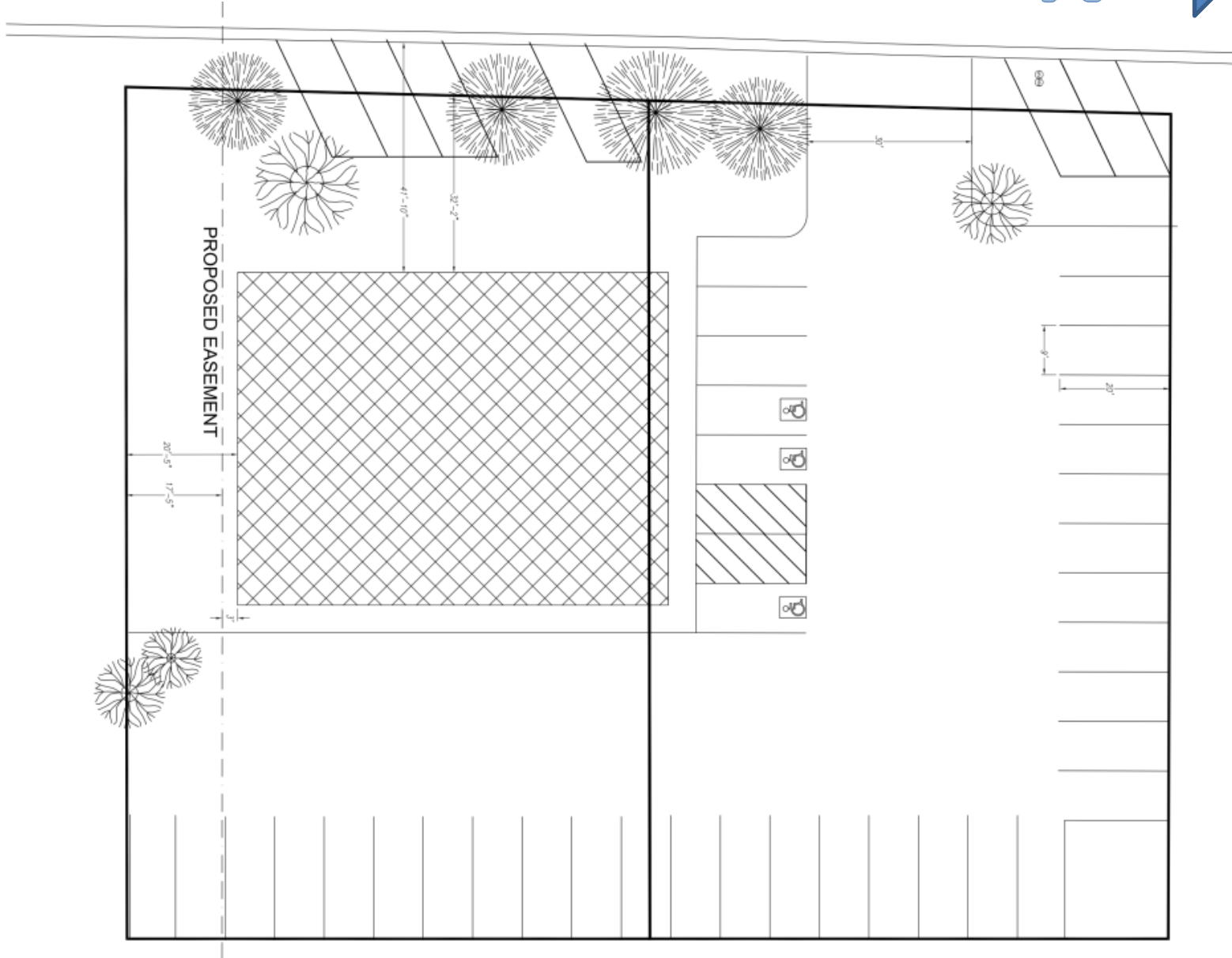
Aerial Photo



Aerial Photo Concept



Concept



HIIBER CITY

HEART OF THE WARRIOR STATE

Proposed Development Details

- Area: 0.67 acres
- Current Density: 6 DU/acre
- Proposed Density: 18-30 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

Conclusion

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, promotes redevelopment in area walkable to shopping facilities and is consistent with the uses and vision of the General Plan.

Recommended Conditions

1. Right of way dedication should line up with northern right of way line of 850 South. Right of way should be dedicated at the time of permit for the new development.
2. Driveway accessing 100 West should be placed as far north on the property as possible as shown on the site plan to avoid conflict with the intersection.
3. The site should not access the future road due to proximity to the intersection.
4. Building should not exceed 3 stories.

Recommendation

- Staff recommends Council discuss the MDA terms and provide feedback to staff for the preparation of an MDA at the next Council meeting.

Policy Questions

1. Should the City rezone the property to permit the proposed development?
2. If so, what conditions should accompany the zone change?

Tony Kohler

From: Jon Badger <jon@leesmarketplace.com>
Sent: Tuesday, September 12, 2023 2:09 PM
To: PC Public Comments
Subject: (EXTERNAL) Fw: Lee's Marketplace comments on Wittco development proposal

Caution: This is an EXTERNAL email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Please include this in the comments for tonight's planning commission meeting. Thanks.

Jonathan Badger

President, CEO
505 East? 1400 North, Suite 110
Logan, UT 84341
Office: (435) 774-4150 ext. 011 | Mobile: (435) 760-7413
Jon@leesmarketplace.com | www.leesmarketplace.com



From: Jon Badger <jon@leesmarketplace.com>
Sent: Tuesday, September 12, 2023 2:05 PM
To: planningcommission@heberut.gov <planningcommission@heberut.gov>
Subject: Lee's Marketplace comments on Wittco development proposal

Dear Planning Commission members,

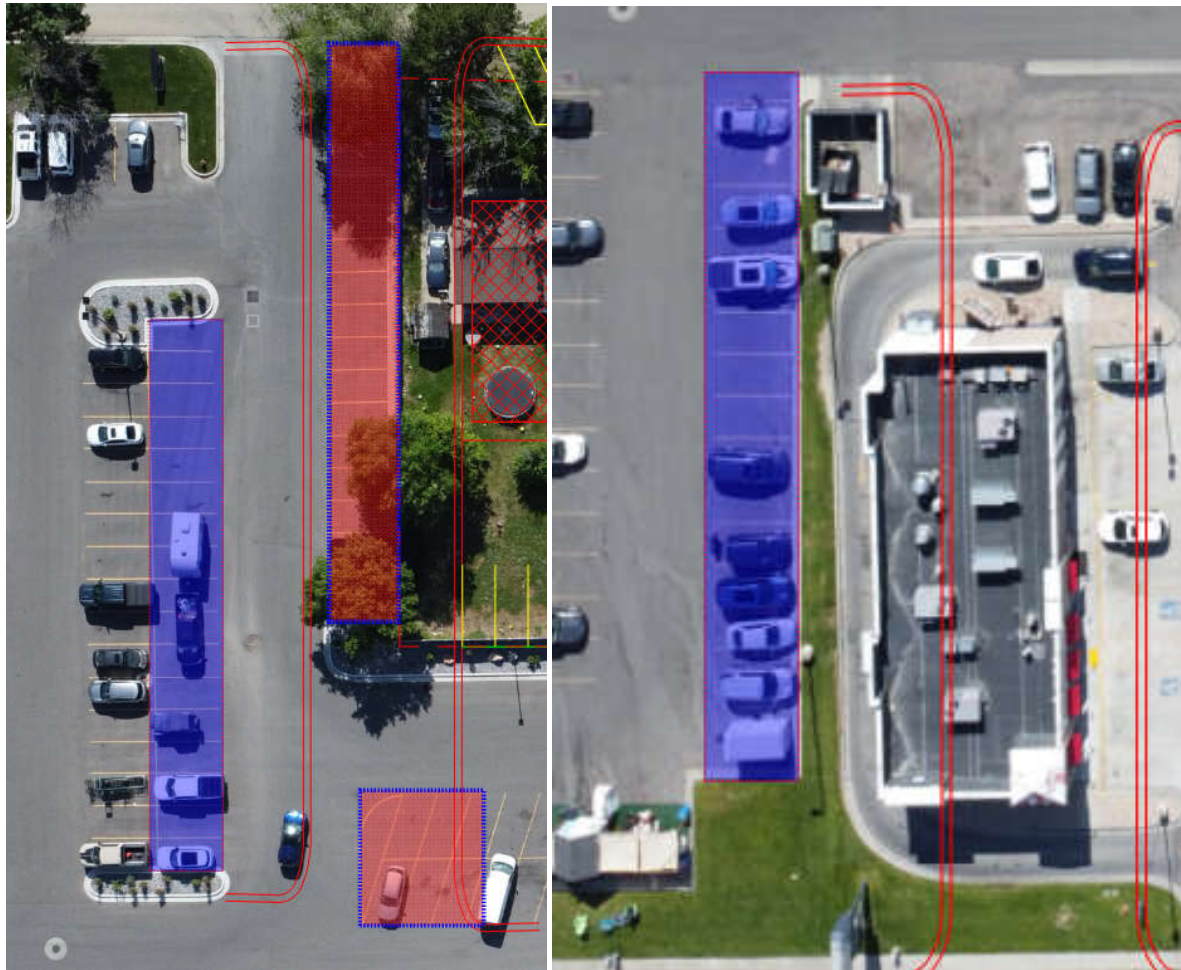
In preparation for the Heber City Planning Meeting tonight (9/12/2023), we wanted to share some thoughts on the major consequences that Lee's Marketplace would be affected by if the Wittco development is given the green light. Hopefully, these can be used to aid your comments in the meeting tonight.

Lee's Marketplace is a community partner. The results of such partnerships are evident in the positive impact that each Lee's Marketplace brings to its respective community. Lee's has invested millions of dollars in the renovation and renewal of the existing grocery store and the neighboring parking lots. The Lee's family has helped revitalize a tired grocery store and brought life back to this area. As such, it is evident that Lee's is invested in a long-lasting partnership with the Heber City community and intends to continue serving its citizens.

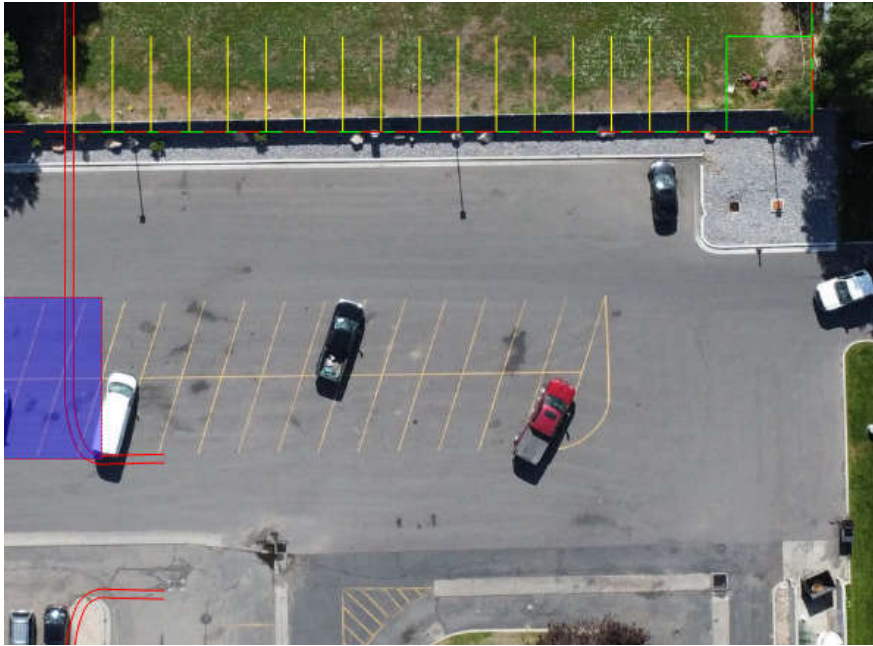
If the Wittco development is approved, the existing Lee's Marketplace will be greatly affected by the proposed extension to 850 S, including but not limited to:

1. The proposed extension of 850 S will cut right through the parking lot of the store. The ROW would directly eliminate more than 20 parking spaces (red boxes in the below screenshot). Access to an entire strip of parking would be greatly affected and potentially inaccessible (the screenshot below shows the parking spaces that will

be removed or affected by the road, highlighted in the blue boxes). Additionally, the strip of parking that is currently adjacent to the Taco Bell would need to be adjusted and would create an awkward strip of land between the parking spaces and the new road.



2. An entire portion of the Lee's Marketplace parcel (the northmost section between the proposed development and the Betos/Tacobell) would be completely separated. This would restrict access to 24 more parking spaces that have traditionally been where employees of the store park. This would create an orphaned parcel which would be rendered useless. Those who park in that area would be forced to cross a main thoroughfare to access the store. This would create a potential safety hazard for those crossing this new street.



3. These parking reductions would push the grocery store below its required parking capacity creating an additional adverse effect on the grocery store.

We are in support of revitalizing these homes and aren't opposed to a new development on those parcels. However, we strongly oppose the proposed roadway. If the city is planning on approving this roadway, there would need to be a significant amount of compensation to Lee's Marketplace in order to justify the efforts that will be required to mediate the 1) acreage of the parking lot that would be reduced as a result of the road cutting through the parcel, 2) lost access to/separation of the orphaned parcel, and 3) potential of having to redesign the parking lot to accommodate existing parking requirements to service the grocery store.

Please let me know if you have any questions. Matt Wiser will be in attendance at tonight's meeting.

Jonathan Badger

President, CEO

505 East? 1400 North, Suite 110

Logan, UT 84341

Office: (435) 774-4150 ext. 011 | Mobile: (435) 760-7413

Jon@leesmarketplace.com | www.leesmarketplace.com

Lee's

SERVING UTAH FAMILIES FOR 40+ YEARS



When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

Parcel Nos. 00-0000-9477
00-0000-9485

**DEVELOPMENT AGREEMENT
(Wittco Subdivision)**

THIS DEVELOPMENT AGREEMENT entered into this _____ day of _____, 2023, by and between **Heber City**, a Utah municipality (“City”), and the **Benjamin Witt**, an individual, and **Wittco Ventures, LLC**, a Utah limited liability company (collectively “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 .67 acres of real property located at approximately 1921 Keystone Ct., Heber City, Utah 84032 (the “Property”). A legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Developer desires to combine two existing lots to create one lot with a single residential building consisting of multiple 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 concept building elevations (the “Concept Elevations”), which are attached as Exhibit C; 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 C-2 zone, except as characterized by the approved Concept Plan and elevations shown in Exhibit B.
2. **Building Elevations.** Unless otherwise approved by the City, the building elevations shall be consistent with the Concept Elevations attached hereto as Exhibit C. The building height shall not exceed three stories.
3. **Driveway Access.** Access to the project shall consist of a single driveway entrance located along 100 West and placed near the north end of the Project to avoid conflicts with a potential future intersection on the southwest corner of the Project.
4. **Density.** The total density of the Project shall not exceed 30 development units per acre.
5. **Landscaping.** Developer shall complete the landscaping of each Property prior to issuance of a certificate of occupancy for the property.
6. **Lighting.** All lighting on the site shall be dark-sky complaint as per Heber City Zoning requirements.
7. **Permitting.** Each lot shall be eligible for approval of a building permit upon final site plan approval by the planning and engineering departments.
8. **Dedication of Easement.** Prior to obtaining a building permit for the Project, Developer shall dedicate to the City an approximately 17'-5" wide easement and right-of-way as shown on the Concept Plan. The Easement shall grant to the City the right to remove any improvements within the easement area and construct a future road over the easement area. Developer shall not be allowed to meet any parking requirements or other improvement requirements based on any improvements within the easement area.
9. **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.
10. **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.

10.1 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.

10.2. 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.

10.3. 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 DEVELOPER, 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.**

10.4 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.

10.5 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..

11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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:

The City:

Heber City Manager
75 N Main Street
Heber City, UT 84032

Developer

Benjamin Witt
1921 Keystone Ct.
Heber City, UT 84032

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **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.
25. **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.

By: _____
Benjamin Witt

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2023, personally appeared before me **Benjamin Witt**, who duly acknowledged to me that he executed the foregoing document.

NOTARY PUBLIC

DATED this _____ day of _____, 2023.

WITTCO VENTURES, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2023, personally appeared before me
_____, who duly acknowledged to me that (s)he has authority to and did
execute the foregoing on behalf of Wittco Ventures, LLC.

NOTARY PUBLIC

Exhibit A

Legal Description

Parcel 1:

LOT 6, HAWBROOK LANE PLAT A, according to the official plat thereof recorded in the office of the Wasatch County Recorder.

Parcel 2:

LOT 5, HAWBROOK LANE PLAT A, according to the official plat thereof recorded in the office of the Wasatch County Recorder.

Exhibit B

Concept Plan

Exhibit C

Concept Building Elevations