

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

February 20, 2024

**4:00 p.m. Closed Session
4:30 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. CLOSED SESSION - 4:00 P.M.

1. Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property UCA 52-4-205 (Jeremy Cook, City Attorney)

II. WORK MEETING - 4:30 P.M.

1. Potential Rezone of Property from R-3 Residential to C-3 Commercial at 167 West Center (Riedell, Tony Kohler, Community Development Director) - *25 min*
2. Potential MDA for School House Academy (Jamie Baron, Planning Manager) - *25 min*
3. Zoning of Trade Schools (Jamie Baron, Planning Manager) - *25 min*

III. BREAK - 15 MIN

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

1. Call to Order (Mayor Heidi Franco)
2. Pledge of Allegiance (Yvonne Barney, Council Member)
3. Prayer/Thought by Invitation (Mike Johnston, Council Member)

V. CONFLICT OF INTEREST DISCLOSURE:

VI. AWARDS, RECOGNITION, and PROCLAMATIONS:

VII. CONSENT AGENDA:

1. January 20, 2024, City Council Meeting Minutes for Day 2 of the Annual City Council Strategic Retreat, and February 6, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Nominations to the Audit Committee and Airport Advisory Board (Heidi Franco, Mayor)
3. Kitchen MDA Amendment (Tony Kohler, Community Development Director)

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

IX. GENERAL BUSINESS ITEMS:

1. Heber Leadership Academy (HLA) - *20 min*
2. Heber Valley Chamber of Commerce and Tourism (Dallin Koecher, Jessica Broadbent) - *20 min*
3. Project Updates (Russ Funk, City Engineer)

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

1. Reallocation of PTIF Funds (Benjamin Sehy, Meeder Public Funds Inc) - *25 min*
2. Ordinance 2024-06 Witt Cottages (aka Industrial Road Cottages) MDA (Tony Kohler, Community Development Director) - *15 min*
3. Jordanelle Ridge (Fitzgerald) Preliminary Subdivision (Aubrey Larsen , Planning Consultant) - *30 min*
4. Ordinance 2024-02 Updating the C-3 Commercial Zone, C-3 Design Criteria and Parking Regulations within the C-3 Zone (Tony Kohler, Community Development Director) - *40 min*
5. Permitted and Conditional Use Amendment to the BMP (Business and Medical Park) Zone (Jacob Roberts, Planner) - *30 min*
6. Resolution 2024-02 Updating the Code of Conduct and Ethics (Jeremy Cook, City Attorney) - *20 min*
7. Resolution 2024-03 to Reaffirm Resolution 2023-07 and Recommend to County Council to Delay Decision on North Fields Open Space Conservation until Utah Department of Transportation (UDOT) Completes the Environmental Impact Study (EIS) (Scott Phillips, Council Member) - *10 min*

XI. COMMUNICATION:

XII. 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 February 15, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Potential Rezone of Property from R-3 Residential to C-3 Commercial at 167 West Center
RESPONSIBLE: Riedell, Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

N/A

RECOMMENDATION

N/A

BACKGROUND

N/A

DISCUSSION

N/A

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

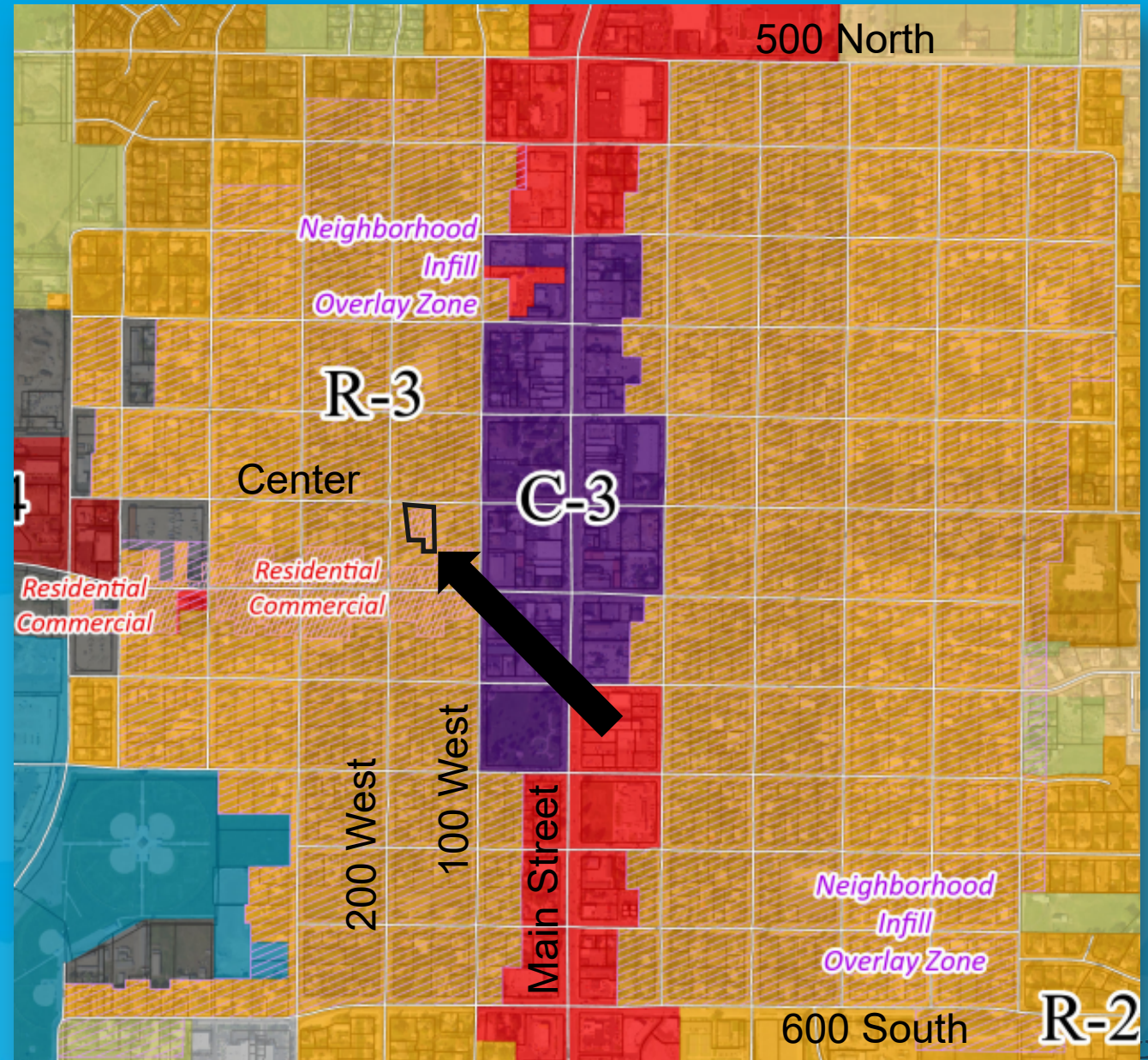
1. 167 West Zone Change

167 West Center

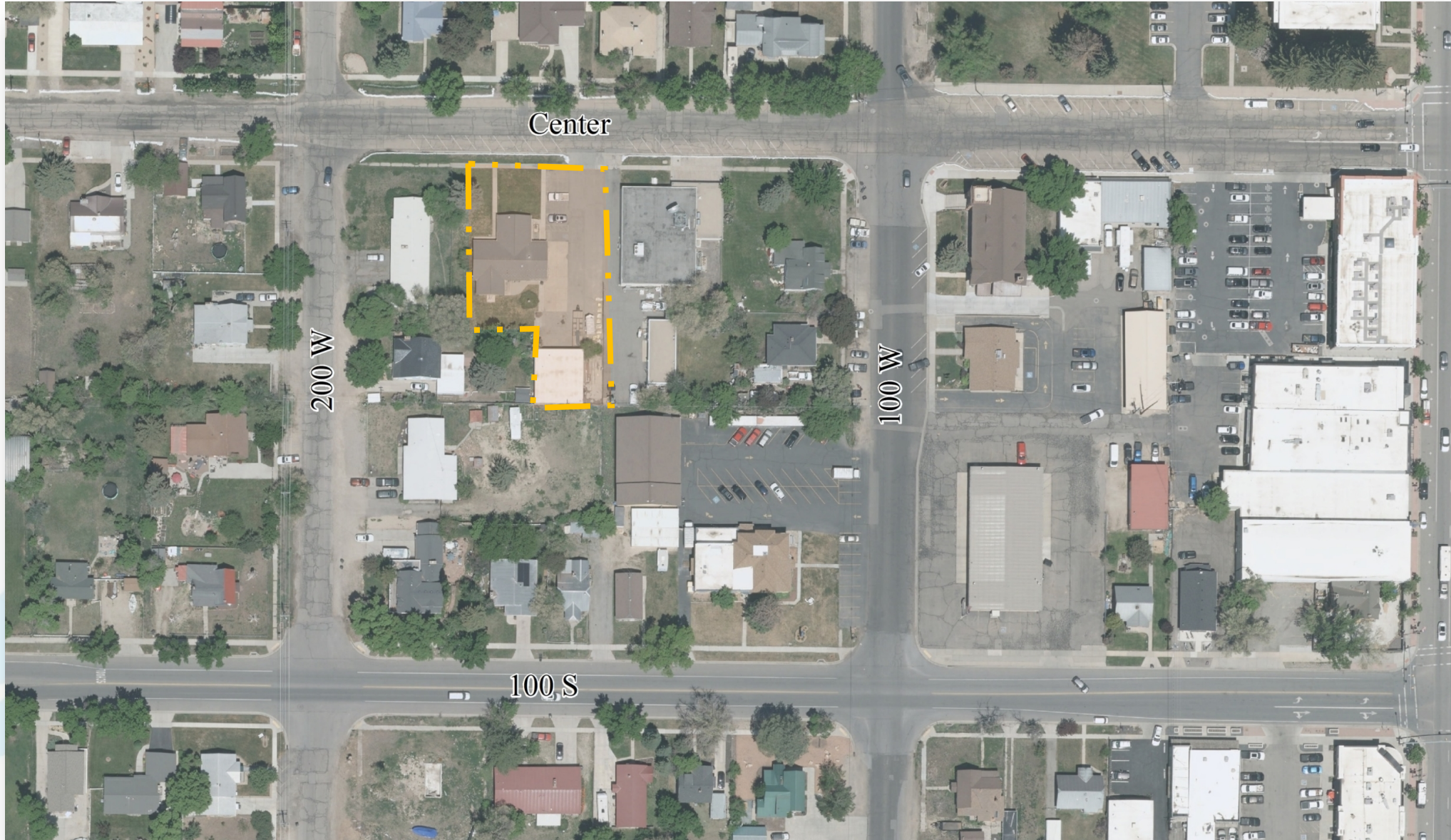
February 20, 2024

Zoning

- R-3 Residential
- Residential Commercial Overlay
- Past use as Questar Office
- Recent use as Contractor Office
- Request for C-3 Zone & Development Agreement



167 West Center: Aerial Photo

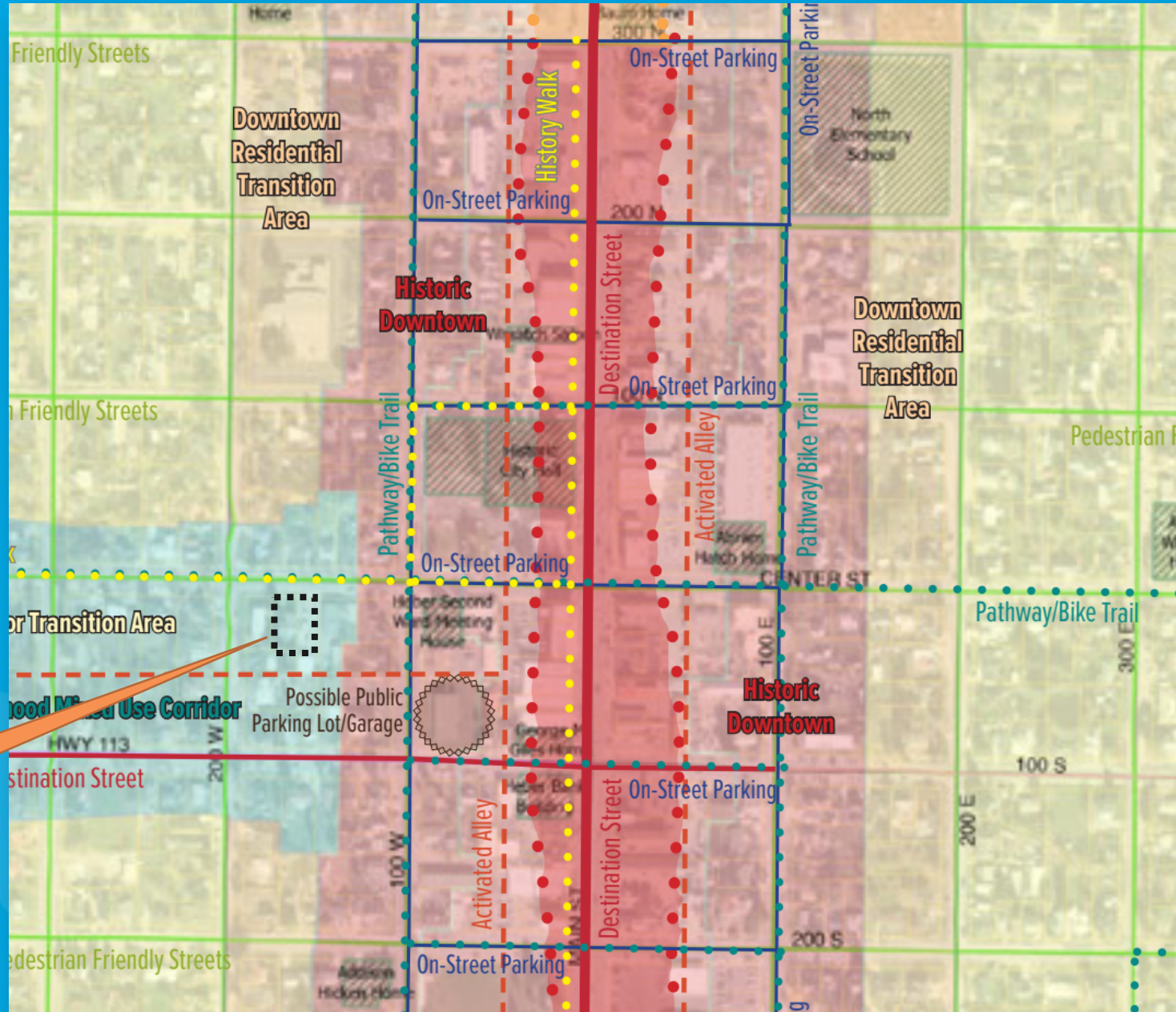


Envision Central Heber

General Plan Vision for Area

- Corridor Transition Area
- Missing Middle Residential
- Retail/Restaurant/Office
- 3 stories
- 3-12 units per acre

Parcel Location



Policy Questions

- Does Council support moving forward through the rezone-development agreement process?

167 West Center



167 West Center



167 West Center



167 West Center



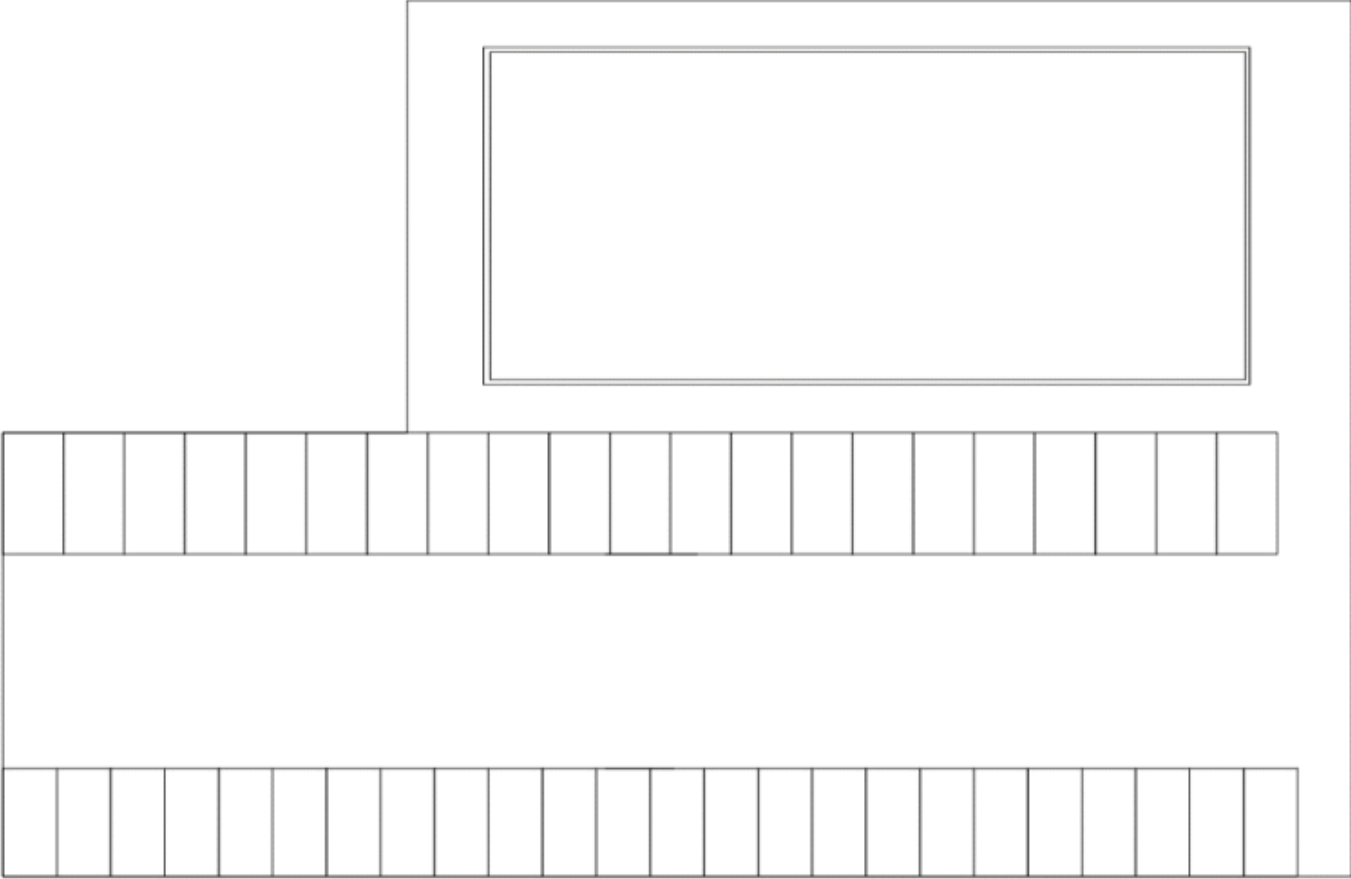
167 West Center Interior



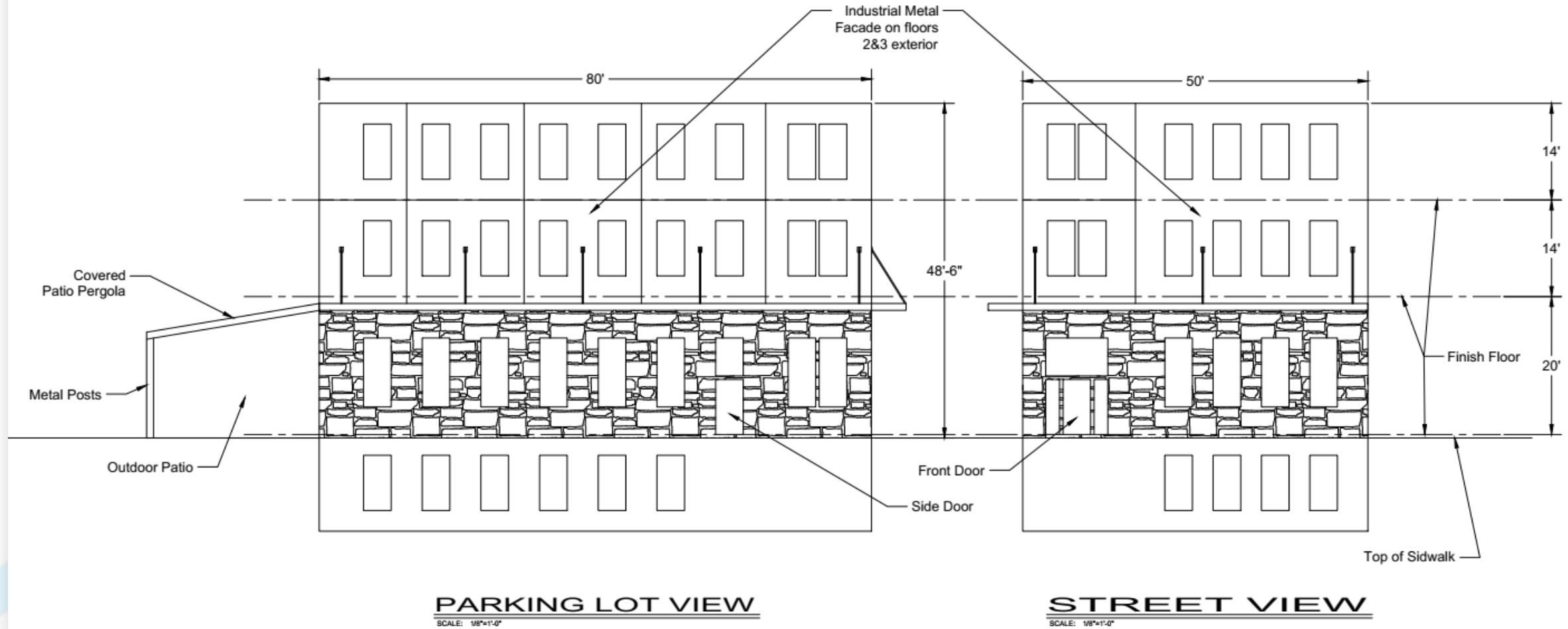
167 West Center Interior



Development Concept

										
	INVESTMENT OFFICE DESIGN FOR: _____ SITE PLAN									
										
	<table border="1"><thead><tr><th>Revision/Issue</th><th>Date</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table>	Revision/Issue	Date							
Revision/Issue	Date									
SITE PLAN SCALE: 1/8" = 1'-0"	<table border="1"><tr><td>PROJECT NO.</td><td>DATE</td></tr><tr><td> </td><td> </td></tr><tr><td>DRAWN BY: SAM B.</td><td>A-1.00</td></tr><tr><td> </td><td>PAGE 1 OF 1</td></tr></table>	PROJECT NO.	DATE			DRAWN BY: SAM B.	A-1.00		PAGE 1 OF 1	
PROJECT NO.	DATE									
DRAWN BY: SAM B.	A-1.00									
	PAGE 1 OF 1									

Elevations





Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Potential MDA for School House Academy
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Rod and Piper Riddle are seeking an MDA, zone change, or text amendment to permit the proposed School House Academy at approximately 700 S School House Way. The primary use is a commercial daycare, which is not permitted in residential zones. Staff is seeking guidance from the council on whether they would support the beginning of a legislative process to discuss permitting the development.

RECOMMENDATION

Staff is seeking input from the council to see if there is support to begin a legislative process and which process the council would support.

BACKGROUND

Rod and Piper Riddle are seeking to build the School House Academy at approximately 700 S School House Way, on a 17.71 acre parcel that is currently zoned R-1 Residential. Commercial Day Care uses are limited to commercial Zones. Residential zones permit home occupation daycare only.



DISCUSSION

Processes

The following are process options. They all follow the same basic public process and are legislative actions.

Zone Change - This would be to change the zoning from R-1 to a commercial designation such as C-2 commercial. This would not be consistent with the General Plan, and it would be a commercial spot surrounded by residential areas.

Text Change - This would be to modify the zoning code to allow commercial day care in residential zones. This would be applicable zone wide. The benefit would be that the zoning would provide predictability. Staff would recommend a conditional use with limitations based on minimum sizes.

MDA - This would accomplish the development and would only apply to this property. MDA's creates regulations outside the zoning code, which creates less predictability and additional administrative burden.

FISCAL IMPACT

75 N Main Street
Heber City, UT 84032

Phone: 435-657-0757
Fax: 435-657-2543

heberut.gov

N/A

CONCLUSION

Commerical Day Cares are not permitted in residential zones. The Riddle's are seeking support from the council on beginning a legislative process to consider approval of a Commerical Day Care in the R-1 zone, approximately 700 S School House Way, and which process the council would prefer.

ALTERNATIVES

Not an action Item.

POTENTIAL MOTIONS

Not an Action Item.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. 02.20.24 SHA Presentation to Heber City Councilpptx (UPDATED)
2. SHA Brochure 2.6.24
3. WASATCH CO 2023 FACT SHEET (2)
4. SHA Preliminary Site Plan



Our Why



Mission Statement:

Child care and resources to support all learners and promote physical, social/emotional, language, literacy, and academic/pre-academic skills for all children through evidence-based, developmentally-appropriate practices while also providing a safe environment that families can rely on.

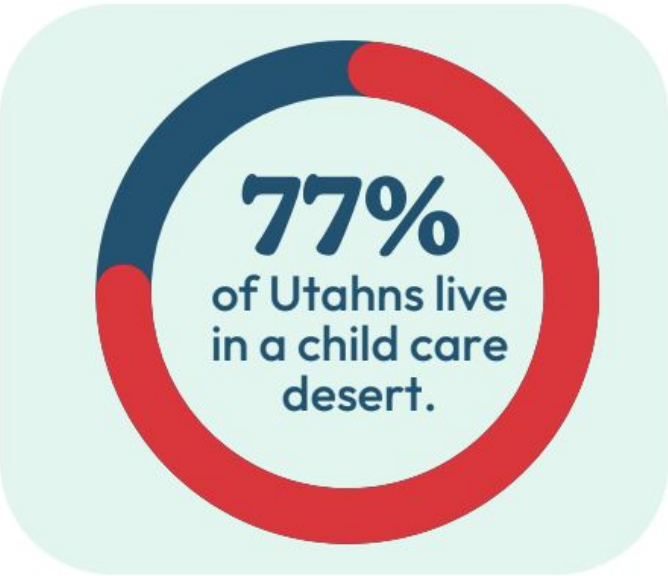
Why childcare?

There is an increasing need for reliable, structured childcare in the Wasatch County area.

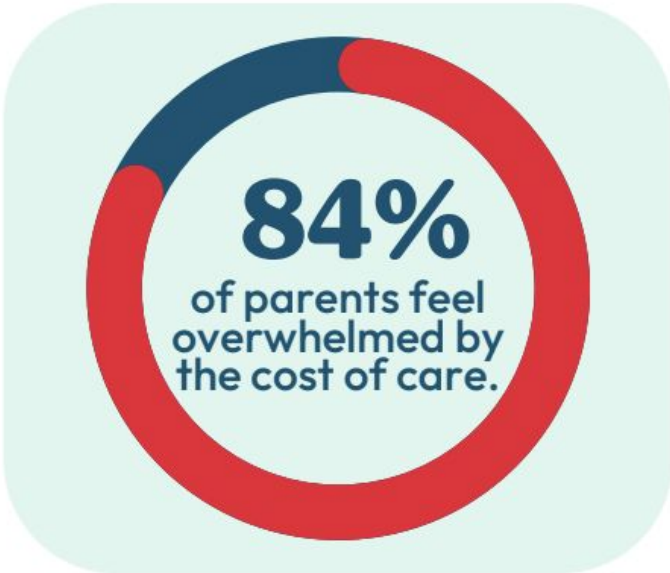
- 6.3%* of Wasatch County's population includes children under the age of five years old.
- This means more than 2200 children are not quite old enough to attend public school but may need a place to go while their parents work.
- Wasatch County currently only has only three licensed child care centers for ages 6 weeks to 6 years. When last contacted, their waitlists were more than a year out.
- Almost 30%* of the Wasatch County population is under the age of 18. Currently, the Boys and Girls Club of Heber Valley is the only after school care for school-aged children.

Wasatch County has been identified by the state of Utah as a high-need area for childcare support.

In our large and growing community, we are not meeting the needs of local families and their children, which results in a smaller workforce, compromised child care situations (siblings, etc.)

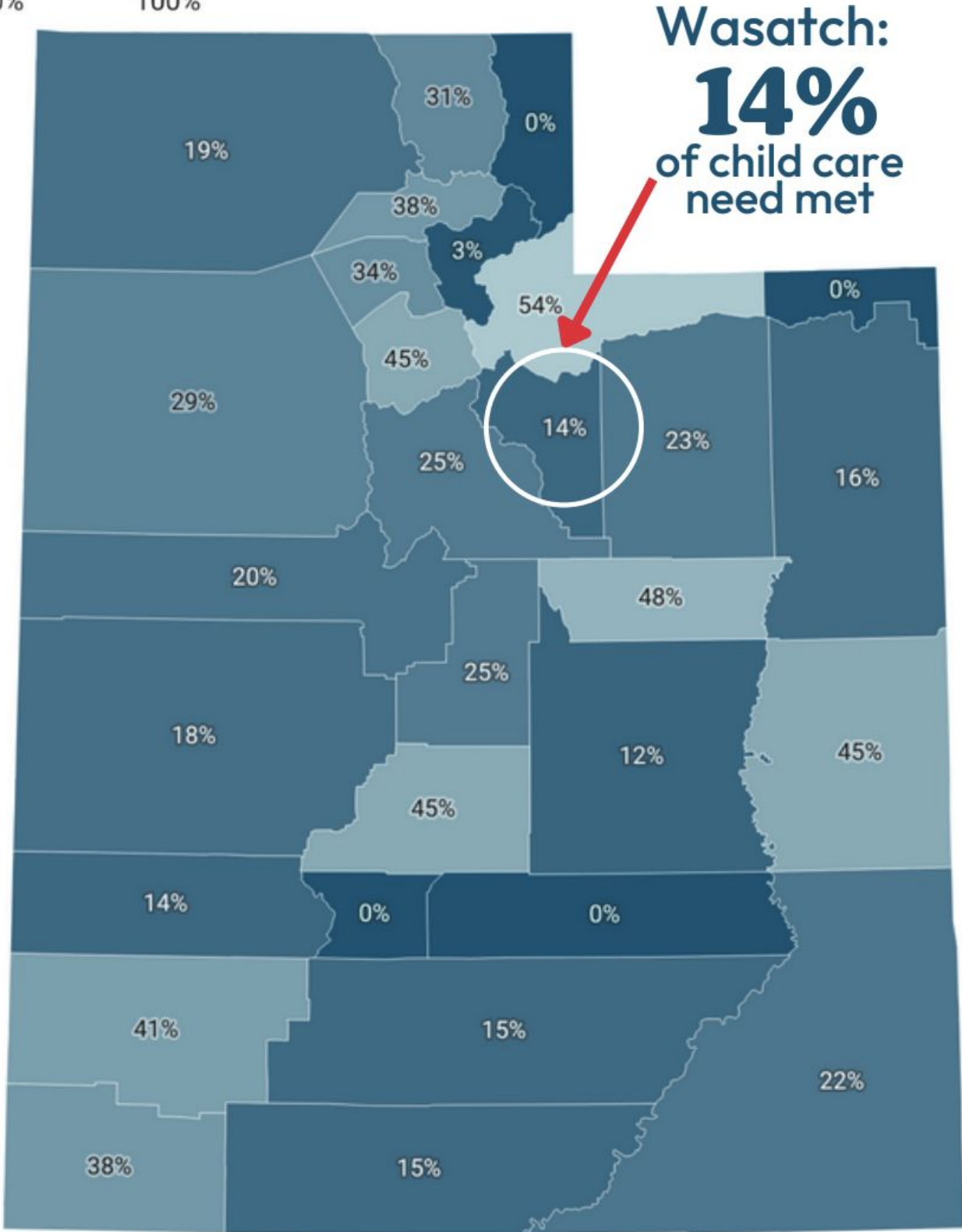


Utah's
economy loses
\$1.36 Billion
each year due to
lack of child care
access.



Child Care Need Fulfilled by Licensed Child Care

Percentage of licensed child care slots divided by the number of kids under 6 with all available parents in the workforce



Source: Number of children under 6 with all available parents in the workforce by age group and county provided by the ACS 2021 5-year estimates Table B23008. Licensed child care data provided by the Utah Office of Child Care as of August 2023 and tabulated by Voices for Utah Children. • Created with Datawrapper



Read the full report at bit.ly/utahchildcareaccess

Who We Are

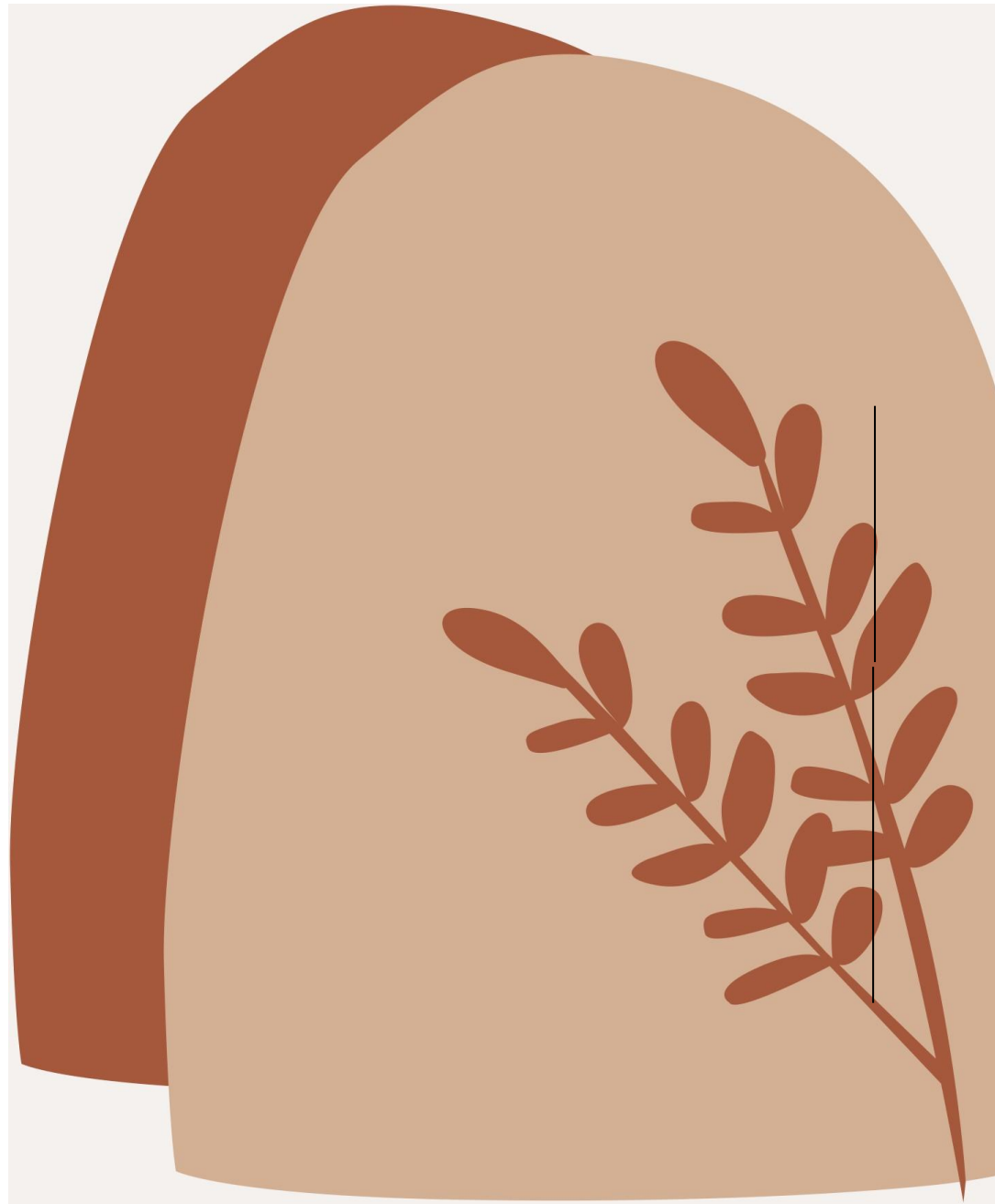
School House Academy Foundation a 501(c)3 non-profit

A team of certified, licensed, and passionate professionals seeking to improve the Wasatch County community and workforce through quality childcare and child development services, for youth ages 0-18 and their families.

- Executive Director: Piper Riddle
- Director of Programs: McKay Riddle Johnson
- Development Specialist: Russ Watts
- Financial Advisor: Aaron Johnson
- Facilities Manager: Rod Riddle
- Real Estate Advisor: Dave Johnson



What We Do



- Childcare (6 weeks-5 yrs)
- Preschool (3-5 yrs)
- Afterschool programs (5-18 yrs)
- Social & emotional development
- Speech & language development
- Academic support
- Invite in wrap-around services
 - Mental Health Services
 - Food Pantry
 - Health Services
 - Vision Services
 - Dental Services
 - Etc.

School House Academy

in

Proposed Partnership with

- Utah Workforce Services
- Wasatch County School District (employer partner through Workforce Services)
- Heber Valley Chamber of Commerce
- Intermountain Healthcare
- Wasatch Community Foundation
- PEAK (Parents Empowering Abled Kids)
- Heber City, Midway City, Wasatch County
- Park City Christian Center
- People's Health Clinic
- Wasatch Behavioral Health
- Park City Community Foundation: Early Childhood Alliance

Other uses and partnerships for our facility

Our goal is to house services that will benefit all aspects of a child's life



Preschool & Child Development resources



Community Ed Classes, Wasatch Wellness Events, PEAK events



Speech & Language Therapy



Occupational & Physical Therapy



Academic Supports & Tutoring Services



Mental Health Resources & Services



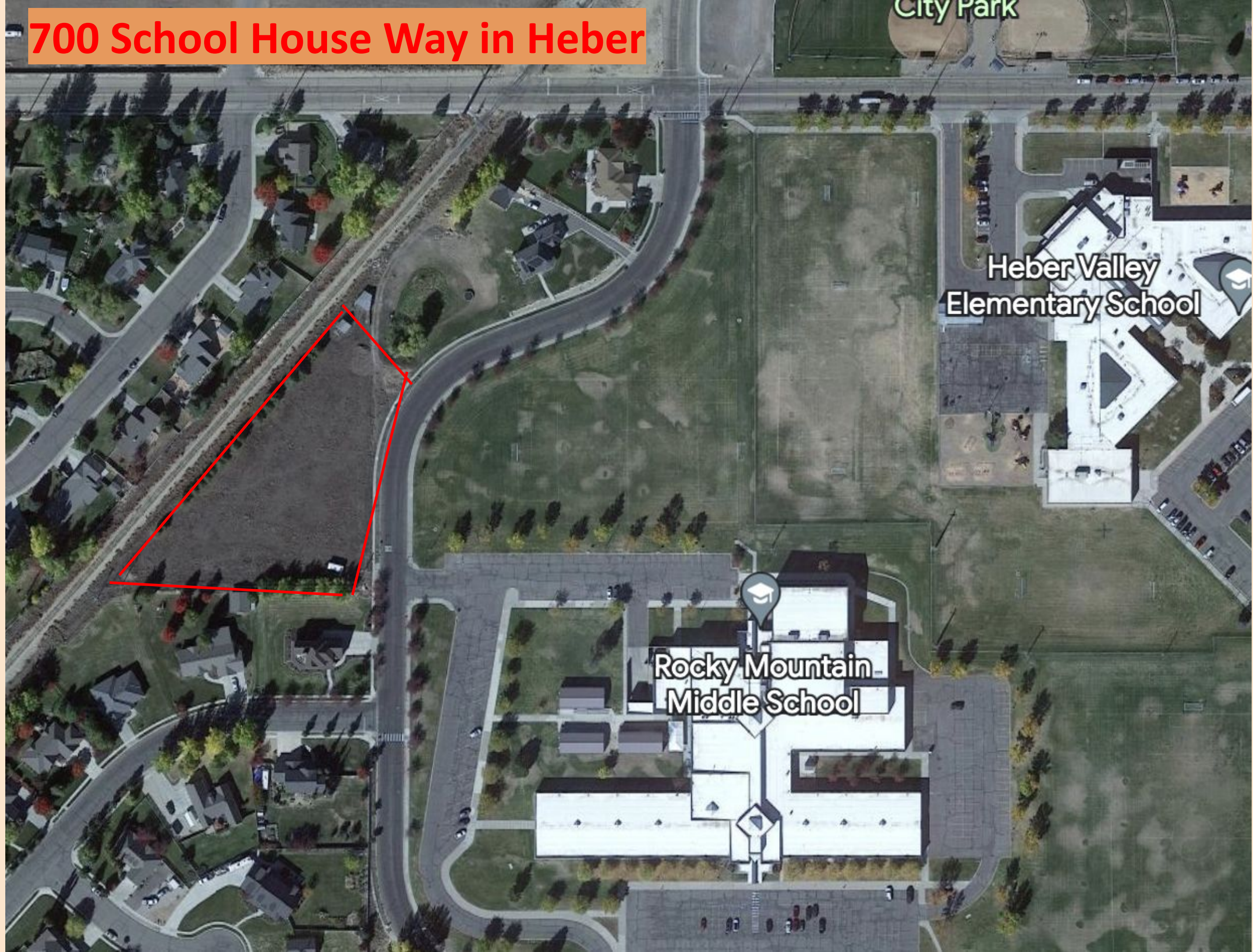
Community Food Pantry, Health Services (vision, dental, etc.)

700 School House Way in Heber

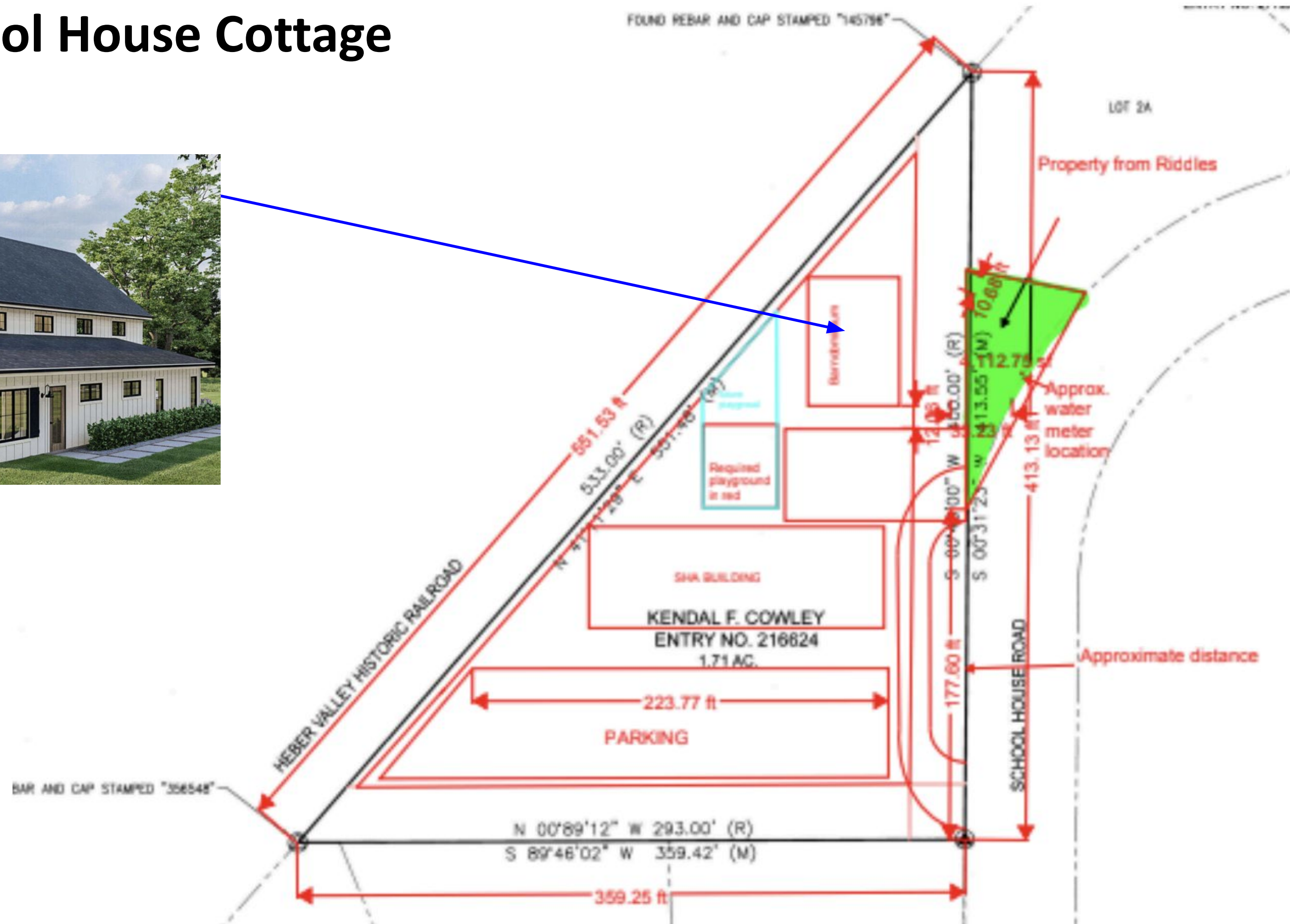
2 acres



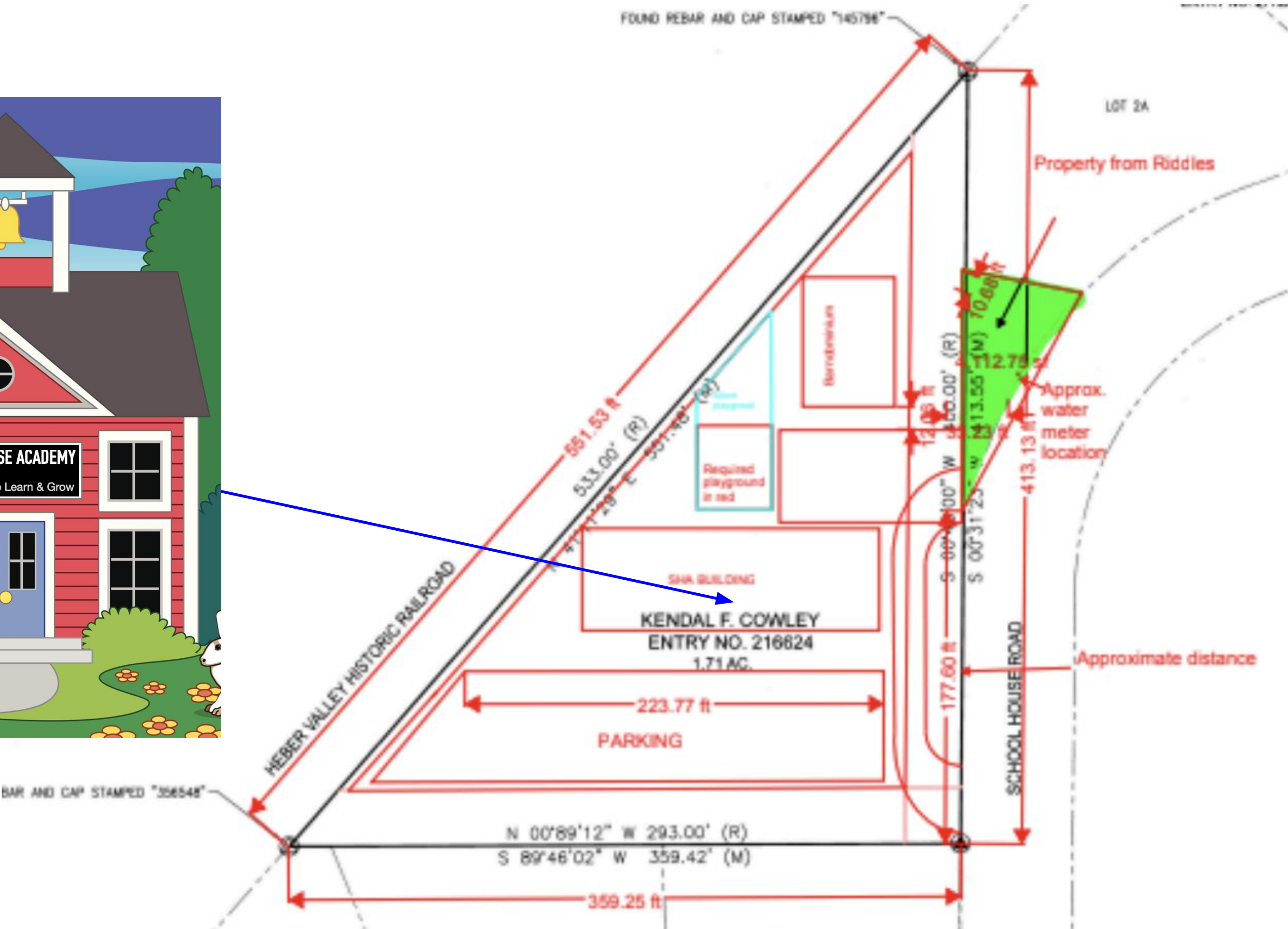
700 School House Way in Heber



Phase 1: School House Cottage



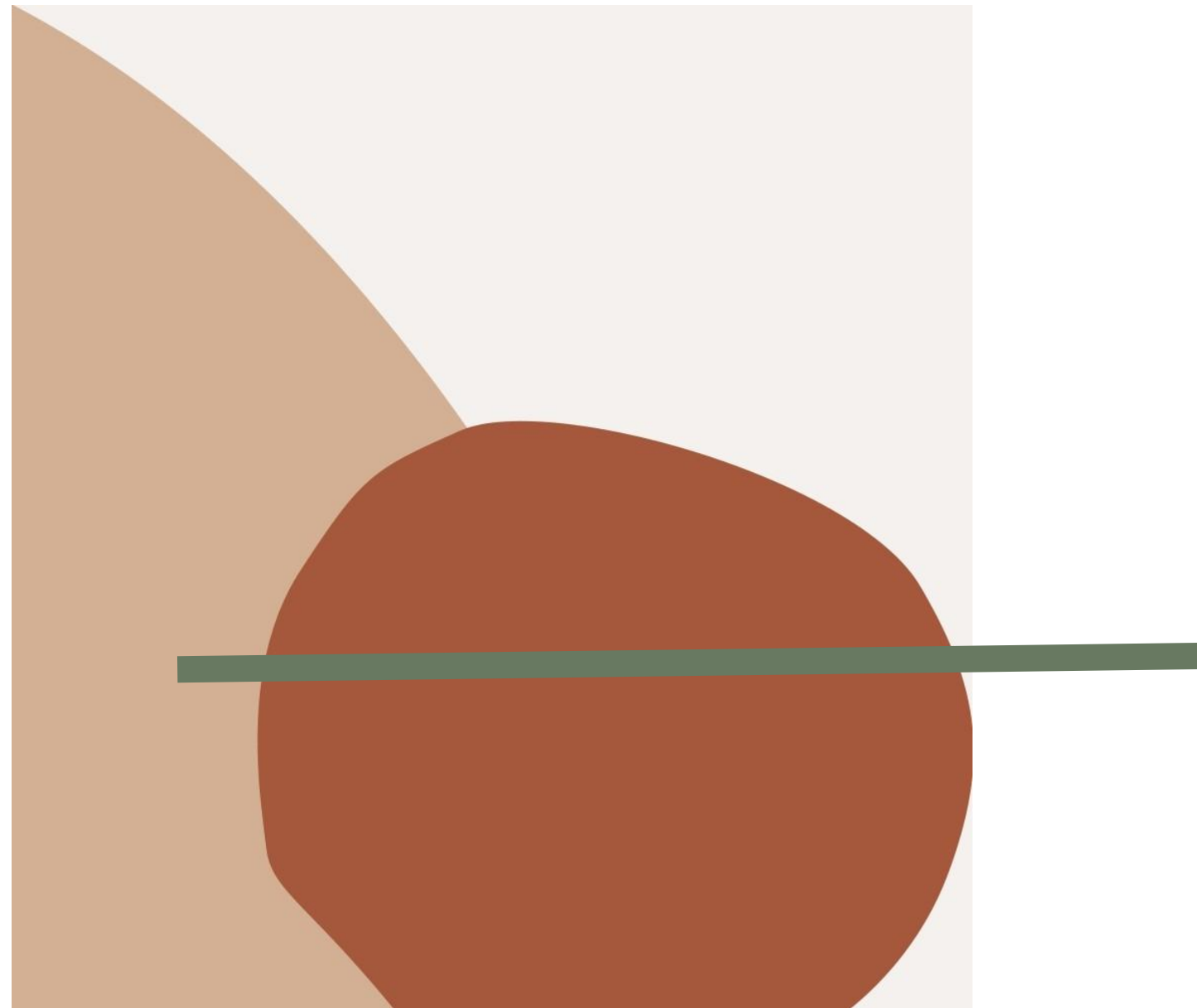
Phase 2



Project Timeline

- Design & Engineering: 2-3 months
- City Approvals: 5-6 months
- Funding/Budgeting Approvals: 3-4 months
- City Permitting Process: 1-2 months
- Phase 1 School House Cottage in place for Childcare startup by Fall 2024
- Start Construction for Phase 2: June 2025
- Open for full facility: by Fall 2026

What We Need



- Phase 1, while self-funded, would benefit from assistance with development agreement, expedited permitting process, and possible assistance with impact fees
- Phase 2 capital funding through partnerships, grants, and donations.

Project Parameters

	Total Project Costs	\$6.5 million
	Land Purchase (SHA-funded)	\$530,000
	Phase 1 (SHA-funded)	\$400,000
	Phase 2	\$5 million
	SHA Employer Childcare Startup Grant	\$550,000
	WCSD Employer Partnership	\$250,000

QUESTIONS?



"Help one child, help generations to come."

- Lila Bjorklund

Stay in Touch

School House Academy

700 School House Way

Heber City, UT 84032

Call/Text: **435-610-1838**

Email: schoolhouseway@gmail.com

Website: <https://www.schoolhouseway.org/>

Follow us!

Instagram: [@SchoolHouseAcademy.Heber](https://www.instagram.com/SchoolHouseAcademy.Heber)

Facebook: [School House Academy - Heber City, Utah](https://www.facebook.com/SchoolHouseAcademy-Heber-City-Utah)



Target populations

Who we serve



Wasatch County area



Working
families



Educators and other
Essential Workers



Highly impacted
families



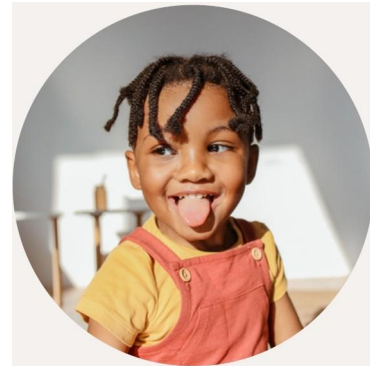
Families with flexible and/or
unusual schedule needs for
childcare (drop-in services)

Youth Populations Served



Infant Care

For children ages 6 weeks up to 2 years



Toddler Care

For children ages 2 years up to 4 years



Preschool Care

For children ages 4 years up to 6 years



Elementary Care

For children ages 5 years up to 12 years

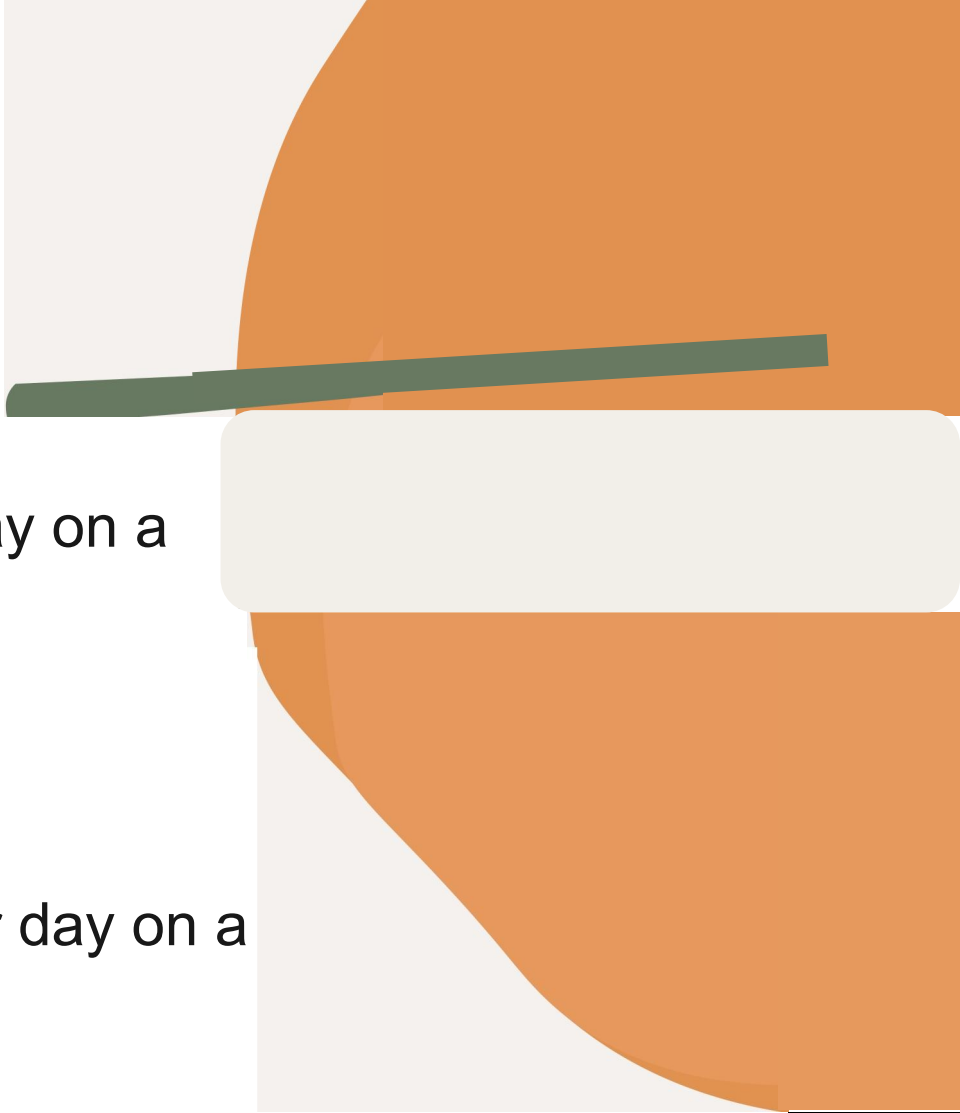


Adolescent Activities

For youth ages 12 up to 18 years

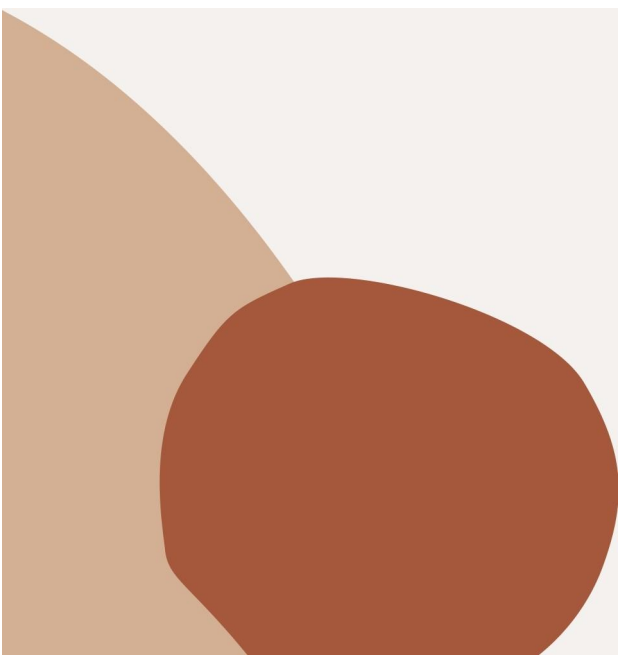
Adolescent Activities

- There is a lack of safe, fun spaces for middle school students, high school students, including those with special needs
 - Wasatch County Rec Center requires youth under 16 to be accompanied by an adult
 - Attempts to expand Boys & Girls Club to the secondary level has been challenged with finding host sites, leaving hundreds of thousands of grant dollars unused each year for after school Clubs, activities, staffing, supplies, snacks, etc.
- **Adolescent activities will include physical activities, STEM, gaming, arts, homework help, skill-learning, mentors, snacks, mental health supports, etc.** The goal is to provide a space specific to teens, with supervision, purpose, and FUN.



Childcare Programming

Flexible to fit each family's unique needs



Partial-Day program

Childcare provided for 4 hours or less per day on a consistent schedule

Full-Day Program

Childcare provided for 4.5 hours or more per day on a consistent schedule

Before- and After-School Program

Childcare and activities provided for school-aged children, K-12

Drop-In Program

Childcare provided on an as-needed basis with an hourly rate per child, per age of child

Rates

Rates are competitive and scholarships are available.

- Tuition will be at a fixed rate.
- Scholarships available
- Biannual fundraising events will provide scholarship opportunities

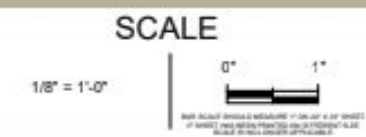




PROJECT STATUS:
PERMIT
ISSUE DATE:
Issue Date

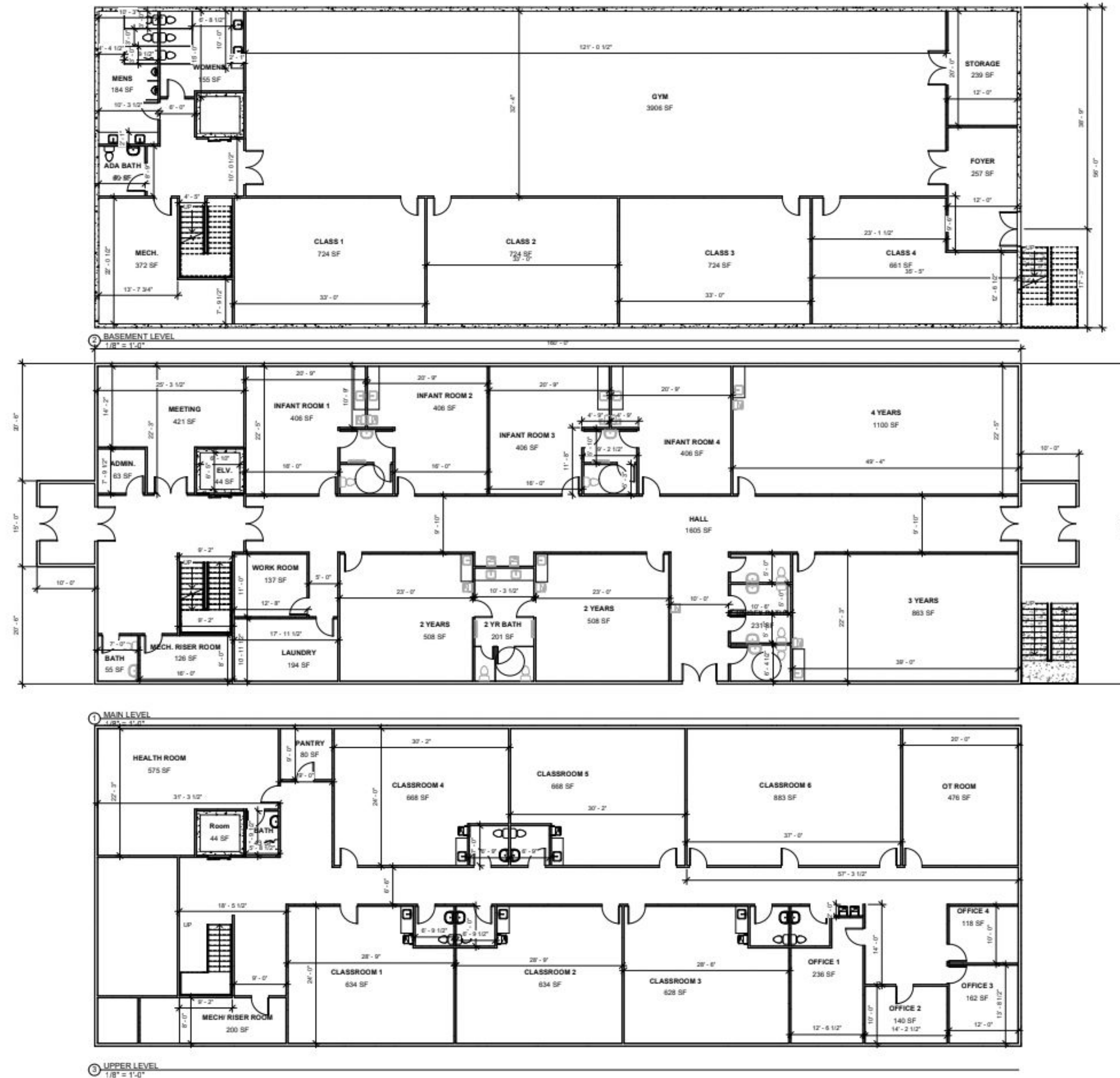
CLIENT NAME:
**SCHOOL HOUSE
ACADEMY**
PROPERTY ADDRESS

PROJECT NUMBER: 22-08-12
DRAWN BY: BDP
APPROVED BY: CLIENT



SCHOOL

A1.0



OUR SERVICES

Flexible to fit each family's unique needs:

Partial-Day program

- Childcare provided for 4 hours or less per day on a consistent schedule

Full-Day Program

- Childcare provided for 4.5 hours or more per day on a consistent schedule

Before- and After-School Program

- Childcare and activities provided for school-aged children, K-12

Drop-In Program

- Childcare provided on an as-needed basis with an hourly rate per child, per age of child



ABOUT US

**School House Academy
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A team of certified, licensed, and passionate professionals seeking to improve the Wasatch County community and workforce through quality childcare and child development services, for youth ages 0-18 and their families.



Our Mission:

Child care and resources to support all learners and promote physical, social/emotional, language, literacy, and academic/pre-academic skills for all children through evidence-based, developmentally-appropriate practices while also providing a safe environment that families can rely on.



OUR PROGRAMS

- Childcare (6 weeks-5 yrs)
- Preschool (3-5 yrs)
- Afterschool programs (5-18 yrs)
- Social & emotional development
- Speech & language development
- Academic support
- Invite in wrap-around services
 - Mental Health Services
 - Food Pantry
 - Health Services
 - Vision Services
 - Dental Services
 - Etc.



ENROLLMENT TIMELINE

Phase 1

Building Summer 2024
Opening Fall 2024



Phase 2

Building Summer 2025
Opening Fall 2026



STAY IN TOUCH



Call/Text: 435-610-1838



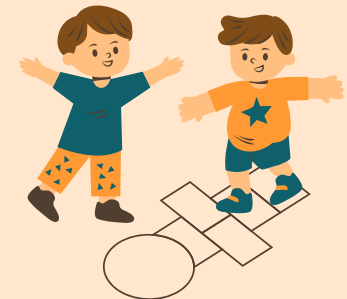
www.schoolhouseway.org



schoolhouseway@gmail.com



700 School House Way
Heber City, UT 84032



The State of Child Care

Child Care Availability

 # of home-based child care programs	1
 # of center-based child care programs	3

Child Care Needs

 Kids under 6 with all parents working	57%
 Kids under 6 potentially in need of care	1,704
 Total available child care spots	233
 Remaining child care spots needed	1,471

Child Care Subsidy Participation

for Southeast Utah & Uintah Basin Region (Carbon, Duchesne, Emery, Daggett, Grand, San Juan, Uintah & Wasatch Counties)

 # of kids eligible for child care subsidies	4,094
 # of kids receiving child care subsidies	596

For every **7** kids in need of care, there is **1** licensed child care spot in Wasatch County.



The Cost of Care



Infant/Toddler Care:	\$10,425
Preschool-Age Care:	\$8,225

Annual Total Cost: **\$18,650**

Median 4-Person Family Income: **\$130,531**

Percent of income spent on child care: **14%**



The Cost to Provide Care

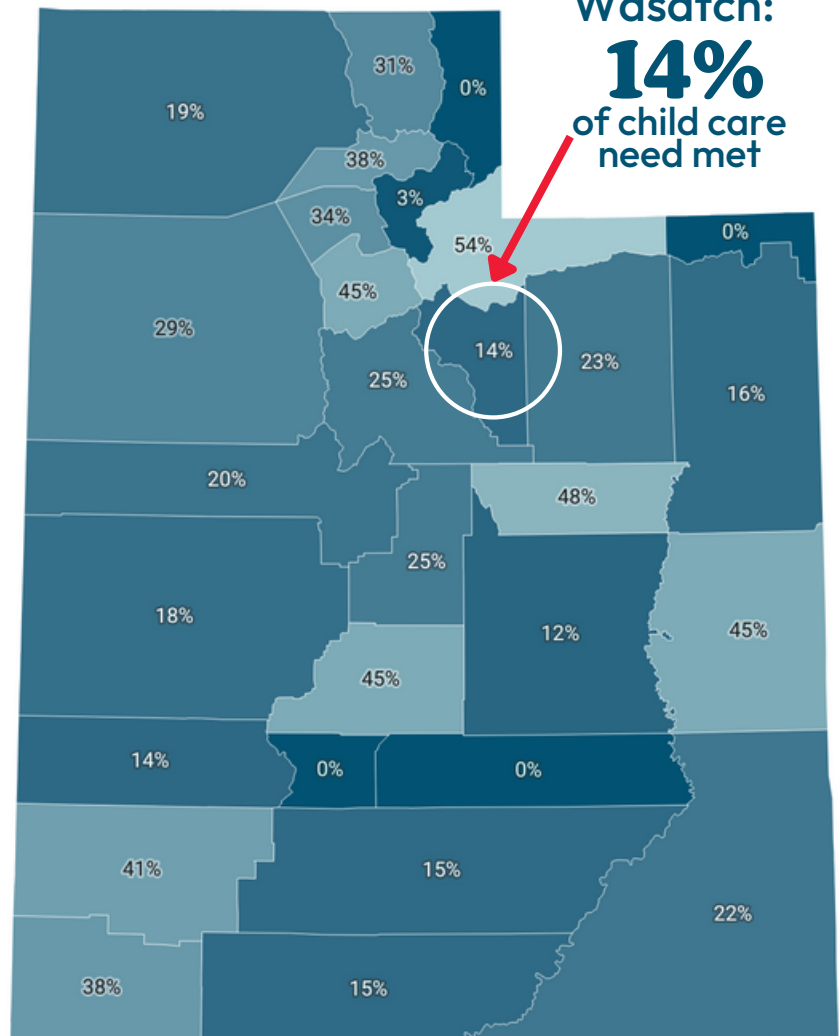
Average Provider Wage: \$12.87/hour
Average Provider Salary: \$26,770/year

On average, child care educators make less than dogwalkers.



Child Care Need Fulfilled by Licensed Child Care

Percentage of licensed child care slots divided by the number of kids under 6 with all available parents in the workforce



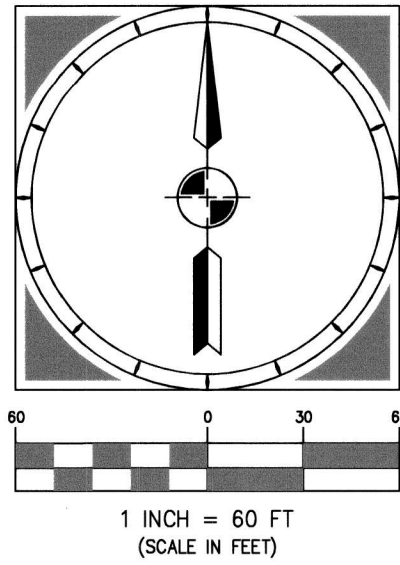
Wasatch:
14%
of child care
need met

77%
of Utahns live
in a child care
desert.

Utah's
economy loses
\$1.36 Billion
each year due to
lack of child care
access.

84%
of parents feel
overwhelmed by
the cost of care.

Source: Number of children under 6 with all available parents in the workforce by age group and county provided by the ACS 2021 5-year estimates Table B23008. Licensed child care data provided by the Utah Office of Child Care as of August 2023 and tabulated by Voices for Utah Children. • Created with Datawrapper



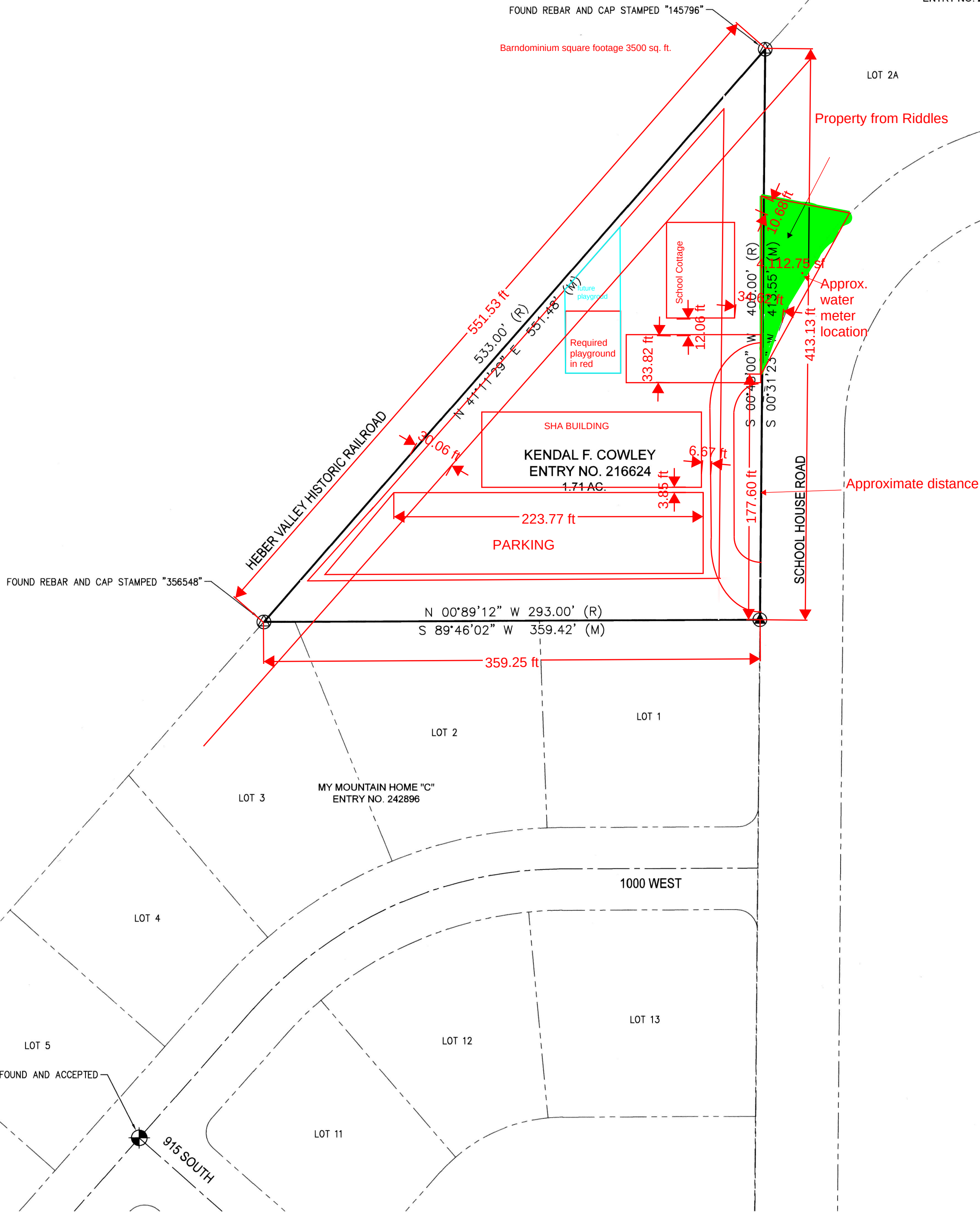
1995 WASATCH COUNTY SURVEY
MONUMENT FOR THE NORTHWEST CORNER
OF SECTION 6, T4S, R5E, SLB&M

N 00°12'37" W 2663.99'

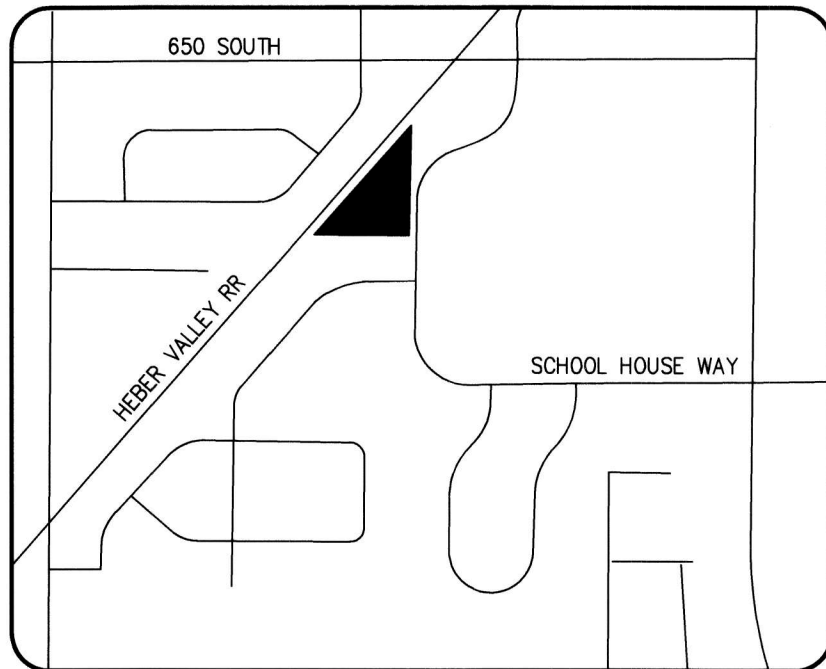
1995 WASATCH COUNTY SURVEY
MONUMENT FOR THE WEST 1/4 CORNER
OF SECTION 6, T4S, R5E, SLB&M

LEGEND

- FOUND REBAR & CAP (SEE MAP FOR DETAILS)
- SET REBAR & CAP STAMPED 'SUMMIT ENG 435-654-9229'
- FOUND AND ACCEPTED STREET MONUMENT
- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINES



VICINITY MAP



SURVEYOR'S CERTIFICATE

- I, BING CHRISTENSEN, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 145796) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF BOB KOWALLIS.
 - THE LAND SURVEYED LIES WITHIN SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING OCTOBER 2020.
 - THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 17, OF THE UTAH CODE.
 - THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

BOUNDARY DESCRIPTION

QUIT CLAIM DEED (ENTRY NO. 216624)
BEGINNING AT A POINT 3.98 CHAINS SOUTH AND 17.34 CHAINS NORTH 89°12' WEST AND SOUTH 0°48' WEST 10.12 CHAINS FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6 TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE MERIDIAN; AND RUNNING THENCE NORTH 0°48' EAST 400 FEET, MORE OR LESS TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILWAY COMPANY, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY 533 FEET, MORE OR LESS, TO A POINT NORTH 89°12' WEST FROM THE POINT OF BEGINNING. TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.
SURVEYED DESCRIPTION AS SHOWN HEREON:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, ALSO DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT NORTH 89°43'23" EAST 1717.41 FEET, AND SOUTH 00°16'37" EAST 2921.38 FEET, AND SOUTH 41°20'15" WEST 293.98 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING THE WESTERLY CORNER OF LOT 2A OF MIDDLE SCHOOL PLAT "B" SUBDIVISION (ENTRY NO. 277223), SAID POINT ALSO BEING ON THE RIGHT-OF-WAY LINE OF THE HEBER VALLEY HISTORIC RAILROAD; THENCE SOUTH 00°31'23" WEST 413.55 FEET ALONG THE WEST BOUNDARY LINE OF LOT 2A AND THE WEST BOUNDARY LINE OF SCHOOL HOUSE ROAD; THENCE SOUTH 89°46'02" WEST 359.42 FEET ALONG THE NORTH BOUNDARY OF MY MOUNTAIN HOME PLAT "C" SUBDIVISION (ENTRY NO. 242896) TO THE NORTHWESTERLY CORNER OF LOT 3 OF SAID SUBDIVISION; THENCE NORTH 41°11'29" EAST 551.48 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF THE HEBER VALLEY HISTORIC RAILROAD TO THE POINT OF BEGINNING. CONTAINING 1.71 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°12'37" WEST 2663.99 FEET FROM THE WEST 1/4 CORNER TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF ENTRY NO. 216624 TO CONFORM TO EXISTING CONDITIONS. THE SURVEYED BOUNDARY WAS MADE TO BE COINCIDENT WITH THE HEBER VALLEY RAILROAD RIGHT-OF-WAY, THE NORTH BOUNDARY OF MY MOUNTAIN HOME "C" (ENTRY NO. 242896), AND THE WEST RIGHT-OF-WAY OF SCHOOL HOUSE ROAD AS SHOWN HEREON. THE BEARINGS OF MIDDLE SCHOOL PLAT "B" (ENTRY NO. 277223) TO CONFORM TO THE BASIS OF BEARINGS OF THIS SURVEY. THE ROTATION IS 00°16'37" IN THE COUNTER CLOCKWISE DIRECTION. SEE GENERAL NOTE 2 BELOW FOR CREATING A NEW LEGAL DESCRIPTION USING INFORMATION ON THIS SURVEY.

FILING NUMBER 0003536 FEB 2020
FILING DATE Nov 5, 2020 TIME 16:38
FILED FOR SUMMIT ENGINEERING GROUP, INC.
SURVEYED FOR BOB KOWALLIS

BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

11-04-20
DATE

SURVEYOR'S SEAL

GENERAL NOTES

- THIS SURVEY DOES NOT GUARANTEE TITLE TO LINE, NOR IS IT PROOF OF OWNERSHIP, NOR IS IT A LEGAL INSTRUMENT OF CONVEYANCE. FURTHERMORE, ANY SURVEY MARKERS SET IN CONJUNCTION WITH THIS SURVEY ARE NOT INTENDED TO REPRESENT EVIDENCE OF OWNERSHIP OF THE SUBJECT PROPERTY OR ITS ADJOINERS. THE GENERAL INTENT OF THIS SURVEY IS TO PORTRAY WHERE POSSIBLE THE RECORD TITLE LINES OF THE SUBJECT PROPERTY AND TO SHOW THEIR RELATIONSHIP TO ANY EVIDENCE OF USE AND/OR POSSESSION.
- IN THE EVENT THAT THIS SURVEY DETERMINES THAT THE CREATION OF A NEW/IMPROVED LEGAL DESCRIPTION IS ADVISABLE AND NECESSARY TO AID THE RESOLUTION OF KNOWN BOUNDARY CONFLICTS, IT SHOULD BE UNDERSTOOD THAT SUCH A LEGAL DESCRIPTION, AS MIGHT BE SHOWN AND PROVIDED HEREON, DOES NOT AUTOMATICALLY REPLACE OR EXTINGUISH RECORD TITLE LINES AND SHOULD NOT BE USED IN INSTRUMENTS OF CONVEYANCE BY WARRANTY OR FOR THE BOUNDARY LINES OF FUTURE DEVELOPMENTS UNLESS THE BOUNDARY LINES OF SUCH A LEGAL DESCRIPTION, AS MIGHT BE PROVIDED HEREON, HAVE BEEN ESTABLISHED AND AGREED UPON BY APPROPRIATE AND LEGAL MEANS BETWEEN RELEVANT PARTIES. TO HELP PREPARE SUCH AGREEMENTS, SOLICITATION OF COMPETENT LEGAL COUNSEL IS STRONGLY RECOMMENDED.
- IN THE EVENT THAT THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF PARCELING PROPERTY ACCORDING TO DIRECTIONS FROM THE CLIENT, UNDER NO CIRCUMSTANCE SHOULD THE PARCELING OF PROPERTY AS MIGHT BE SHOWN HEREON AND DESCRIBED BY LEGAL DESCRIPTION ABOVE, BE INTERPRETED AS REPRESENTING A LEGAL SUBDIVISION OF LOTS OF RECORD SANCTIONED OR APPROVED BY CITY OR COUNTY GOVERNMENT OFFICES. INSTEAD, THIS SURVEY AND ANY INFORMATION PROVIDED HEREON ARE INTENDED NEITHER TO CREATE NOR DESTROY LOT OF RECORD STATUS AND ASSOCIATIVE ENTITLEMENTS AND MAKES NO CLAIM AS TO LOT CONFORMANCE BY STATUTE. PROPERTY OWNERS AND PROSPECTIVE BUYERS ARE ADVISED TO CONTACT CITY AND COUNTY PLANNING OFFICES FOR INFORMATION AND DIRECTION PERTAINING TO ISSUES OF LOT CONFORMANCE AND REQUIREMENTS FOR DEVELOPMENT.
- THIS SURVEY REPRESENTS OPINIONS BASED ON FACTS AND EVIDENCE. AS THE EVIDENCE CHANGES OR IF NEW EVIDENCE IS DISCOVERED OR RECOVERED, THEN THE SURVEYOR RESERVES THE RIGHT TO MODIFY OR ALTER HIS OPINIONS PERTAINING TO THIS SURVEY ACCORDING TO THIS NEW EVIDENCE.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. FURTHERMORE, NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.
- THIS SURVEY DOES NOT PURPORT TO DETAIL THE LOCATIONS OF ANY OR ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD AND USE.
- THIS PLAT MAP DOES NOT PURPORT TO SHOW, EITHER IN FACT OR BY CIRCUMSTANCE, ANY OR ALL UTILITY COMPANY PIPES, WIRES, ETC., EITHER IN SERVICE OR ABANDONED, THAT MAY EXIST ON OR NEAR THE SUBJECT PROPERTY. FURTHERMORE, ANY INDICATION AS TO THE LOCATION OF UNDERGROUND UTILITIES THAT MAY BE SHOWN ON THIS PLAT MAP IS BASED STRICTLY ON OBSERVABLE SURFACE EVIDENCE AND/OR VERBAL EXPLANATIONS. ALSO, FOR THIS SURVEY UTILITY MAPS OF RECORD WERE AVAILABLE TO THE SURVEYOR TO HELP DETERMINE THE PROPER LOCATION OF UNDERGROUND UTILITIES. INDEED, ONLY BY EXCAVATION CAN THE EXACT LOCATION OF UNDERGROUND UTILITIES BE DETERMINED. CONTRACTORS, BUILDERS, AND EXCAVATORS ARE ADVISED TO VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION BY CONTACTING CORRESPONDING UTILITY COMPANIES (FOR BLUE STAKES OF UTAH CALL 1-800-662-4111).

PROJECT
L20-276

SHEET
1 OF 1

PREPARED FOR
BOB KOWALLIS

PROJECT
HEBER CITY TRIANGLE PARCEL

RECORD OF SURVEY

LOCATED IN THE SOUTHWEST 1/4
OF SECTION 6, TOWNSHIP 4
SOUTH, RANGE 5 EAST, SLB&M

WASATCH COUNTY, UTAH

DRAWN BY:
BRM

REVIEWED BY:
BC

SCALE:
1" = 60'

ISSUE DATE
10-20-20

Summit Engineering Group Inc.

STRUCTURAL • CIVIL • LAND SURVEYING

55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW
TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED"
BY FOLLOWING BY THEIR SIGNATURE AND SPECIFIC
DESCRIPTION OF THE ALTERATIONS.

3536



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Zoning of Trade Schools
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Ms. Byrne is requesting a Tech School to provide training for tattooing. She has indicated that they do not provide or do tattoos, just the training. The city code currently does not have a zone that permits trade schools, as they are defined differently than other schools. Staff is seeking guidance from the Council on if and where they would like to see trade schools in the City.

RECOMMENDATION

Staff is seeking direction from the Council on the issue of trade schools.

BACKGROUND

Ms. Byrne was seeking to put a trade school in the C-3 zone. This zoning does not allow for trade schools. Based on the definition of Private Schools 18.08.557 and 18.08.560, trade schools are expressly exempt from the definition of this use. Staff researched the code and found no zones where trade schools are permitted. Publicly owned schools are an extension of the State and have different requirements established by the state.

DISCUSSION

Trade Schools

May include the following:

- Mechanics, auto and aircraft
- Construction, Electrical, Plumbing, HVAC, Excavation
- IT, Computer Science
- Cosmetology and like fields

- Limited Medical and Dental

Possible Zones

Industrial
Manufacturing and Business Park
Mixed Use Residential Commercial
C-2 and C-4 Commercial
C-3, Conditional Use with limiting factors

FISCAL IMPACT

N/A

CONCLUSION

Staff is seeking guidance on where to permit trade schools.

ALTERNATIVES

Not an Action Item.

POTENTIAL MOTIONS

Not an Action Item.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

None

HEBER CITY CORPORATION
Public Safety Building – Community Room
301 South Main Street
Heber City, UT 84032

Special City Council Meeting
January 20, 2024, 8:30 a.m.

2024 Annual City Council Strategic Planning Retreat – Day 2

DRAFT Minutes

I. WELCOME and RECAP DAY 1 – 8:30 A.M. Mayor Franco and Matt Brower

Mayor Heidi Franco called the meeting to order at 8:38 a.m.

City Council Present:

Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips

Staff Present:

City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
Chief of Police Parker Sever
Finance Director Sara Jane Nagel
Human Resources Manager Cherie Ashe
Public Works Director Matthew Kennard
Heber Valley Airport Manager Travis Biggs
Parks and Cemetery Director Mark Rounds
IT Specialist Anthon Beales
City Attorney Jeremy Cook
City Recorder Trina Cooke
Justice Court Judge Randy Birch

Also Present: Planning Commissioner Phil Jordan, Wasatch County Council Member Eric Rowland, Wasatch County Manager Dustin Grabau, Wasatch County Parks and Recreation Director Tom Bonner, County Council Member Mark Nelson, County Council Member Kendall Crittenden, Ryan Bunnell, Scot Lythgoe, Michael Moulton, Bryan Hansen, Mason Bouck, Aaron Henegar, and others who did not sign in or whose signatures were illegible.

II. BREAKFAST – 8:35 a.m. Working Breakfast

III. STRATEGIC TOPICS – Presentations and Discussion – 8:40 a.m.

1) Envision Central Heber:

a) Downtown Transformation in Progress (20 min)

City Manager Matt Brower provided a presentation of the proposed downtown renovations and improvements as included in the meeting materials.

b) Downtown Branding Initiative (30 min)

Consultant and City PIO (Public Information Officer) Ryan Bunnell presented options to increase a community identity for downtown Heber City.

Resident Steve Anderson had purchased the Ideal Theatre and planned to purchase the Avon Theatre. He shared his vision for the theaters on Main Street to be transformed into locations for family fun, for the youth of the Valley to gather, and to host events and concerts.

Chamber of Commerce Director Dallin Koecher provided their hope to create a vibrant downtown community that would draw locals, and thereby visitors, including a local nightlife. The City and Chamber, working together, had contracted Roger Brooks to assist with the downtown make-over.

c) Preserving Pedestrian Path--50 West (25 min)

d) Programming Downtown (10 min)

Community Development Director Tony Kohler described a plan to create a walkable downtown including the amenities to draw locals and visitors. He shared images of a possible alleyway with retail shops and restaurants through the heart of downtown.

e) Downtown Parking-What's on the Drawing Board (20 min)

Mr. Kohler provided parking options to accommodate the visitors being drawn to the proposed downtown amenities.

f) CRA Interlocal Agreements Status (20 min)

City Manager Matt Brower updated those present on the status of the City's CRA (Community Reinvestment Agency). The City continued to work with the Wasatch County Council and School District.

IV. OPEN PUBLIC COMMENT – 10:45 a.m.

Mayor Franco read two public comments as attached to the end of these Meeting Minutes. No one else from the public came forward to comment.

V. BREAK – 10:50 a.m.

VI. WORKING LUNCH: – 11:00 a.m.

VII. STRATEGIC TOPICS – PRESENTATIONS AND DISCUSSIONS: – 11:00 a.m.

- Discussion with Wasatch County Council & Heber Valley Railroad Board)
Art & Recreation District Vision (30 min)—Presentation by Lars Anderson & Mason Bouck of Consor

Bryan Hansen, Aaron Henegar, and Mason Bouck with Consor were present to share the trail information and proposed railyard. Mr. Hansen presented design images of the proposed railyard and Rail Trail as included in the meeting materials.

Mark Nelson, Director of the Heber Valley Rail Road and member of the Wasatch County Council, recalled the County's decision to move the Cowboy Village trailer Park and noted the amount of time it took. He expressed appreciation for the proposed rail yard and trail plan and shared additional uses proposed for the railyard and train ride theme ideas such as a dinner train and a bicycle carrying car.

Dustin Grabau, Wasatch County Manager, expressed his desire to work with the City in partnership.

Tom Bonner, Wasatch County Parks and Recreation Director, indicated a need for additional sports fields and facilities

Wasatch County Council Member Eric Rowland recognized the difficulty of navigating competing interests between the County and the cities within. He hoped the County and Heber City would work together to create a remarkable destination.

City Council Members expressed support for the proposed improvements to the rail yard and trail. Roundtable discussion between the City and County Council Members continued.

- Heber Urban Boundary & Heber Valley Corridor (30 min)

This agenda item was skipped.

VIII. BREAK: – 12:00 p.m.

IX. STRATEGIC PLANNING PROCESS – COUNCIL ROUNDTABLE DISCUSSION – INSIGHTS FOR FY 24-25 PRIORITIES: – 12:15 p.m.

- Presentations from Council members
Identifying particular areas of priority & common policy interests

Each Council Member identified project priorities they wished to see the City focus on.

X. STRATEGIC PLANNING PROCESS: MOVING FORWARD

- Council agreement upon final policy and budget priorities for FY 24-25

The finalized version of the Council's Strategic and Budget Priorities is attached to the end of the meeting minutes.

XI. DOWNTOWN HEBER ROADWAY CROSS SECTIONS – 2:15 p.m.

Community Development Director Tony Kohler presented information for angled parking and street cross-section solutions as included in the meeting materials. Discussion followed.

XII. WRAP-UP/ASSESS THE DAY'S WORK/OVERVIEW of DAY TWO: – 3:15 p.m.

Motion: Council Member Phillips made the motion to adjourn. **Second:** Council Member Cheatwood seconded the motion. The meeting adjourned at 3:28 p.m.

Trina Cooke, City Recorder

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
February 6, 2024**

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 4:02 p.m. and welcomed everyone present.

City Council Present:

Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips

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 Jane Nagel
Human Resources Manager Cherie Ashe
Parks and Cemetery Director Mark Rounds
Chief of Police Parker Sever
Officer Jared Fezy
Officer Branden Russell
City Attorney Jeremy Cook
City Recorder Trina Cooke
Justice Court Judge Randy Birch

Staff Participating Remotely: IT Manager Anthon Beales, Human Resources Manager Cherie Ashe, Engineering Technician Desiree Muheim, Planning Manager Jamie Baron, Assistant City Manager Mark Smedley, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, City Treasurer Mindy Kohler, Finance Director Sara Nagel, and Engineering GIS Technician Shiona Howard.

Also Present: Bart Mumford, Chuck Zuercher, Trudy Brereton, Kathryn North, Melanie Funk, Marian Crosby, Andrew Dororek, Neil Goldman, Katie Wilkins, Jill Snyder, Mark Wilson, Robin Hill, Grace Doerfler, Jaden Snarr, Avade Snarr, Mark Evans, Farah Sanders, Adam Thompson, Missy Maughan, Matt Hansen, Adeha Marsh, Phil Jordan, Tori Broughton, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are listed as signed-in online) Andrea, Ashley, B, Bethany Mumford, Bingo, BM, Brock M, Doug Smith, Grace KPCW, heb, J, JJ, John, Kelli, Kendall Crittenden, Michael Demkowicz, Michael Mills, Shorty5, Stacy, T K, and TMT.

1. Gratitude Award (Trudy Brereton and Kathryn North; Wasatch Behavioral Health - Wasatch County) - *5 min*

Wasatch County Health Department representatives Trudy Brereton and Kathryn North presented the Heber City Council with the Gratitude Award.

2. Review of Tree Subcommittee Recommendations (Melanie Funk, Tree Subcommittee Chair) - *10 min*

Tree Subcommittee Chair Melanie Funk presented the Community Forestry Award to Heber City. She reviewed the achievements of the Tree Subcommittee for the previous year and proposals from the Tree Subcommittee for the coming year. The subcommittee wished to see trees installed lining Main Street and benches as well. Council discussed tree varieties and spacing along Main Street. Wesley Crump, with the USU (Utah State University) Extension program, provided additional information regarding grant opportunities. Council provided individual preferences and feedback and asked the Tree Subcommittee to return with an action plan.

Ms. Funk presented the City with an award from the State of Utah for Community Forestry and noted the recognition was an honor for the City to receive over all other municipalities in the State.

3. Harvest Village Development (Part of the Crossings Annexation) (Tony Kohler, Community Development Director) - *30 min*

Community Development Director Tony Kohler presented an informational overview for the proposed Crossings Annexation providing acreage and proposed development design as included in the meeting materials.

Neil Goldman and Andy Dororek expressed their love for the Valley. They recognized the residents of the Valley cherished the North Fields and wished to be worthy stewards for the development. He shared design images including a hotel with a tubing chute attached, and individual group gathering spaces within a larger gathering space that could accommodate multiple uses including farmers markets, open-air family movie nights, and concerts. The design proposed multi-option residential units, retail and commercial areas, a hotel, and recreation venues within the development.

Council provided feedback and Council majority expressed their willingness to continue the conversation with the petitioners. Council Member Barney read a letter sent to the City Council from the Utah Reclamation Mitigation & Conservation Commission expressing concern with the proposed annexation's shared border with the protected Provo River as included at the end of these meeting minutes.

4. Capital Facilities Master Plan (Russ Funk, Bart Mumford) - 60 min

City Engineer Russ Funk presented the proposed updates to the existing Facilities Master Plan as outlined in the attached Staff Report. He explained the intent of the Master Plan was to ensure the City could meet the overall needs of the community. Impact fees needed to be increased. Discussion concerning the proposed increases to impact fees continued.

II. BREAK - 15 MIN

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

1. Call to Order

Mayor Heidi Franco called the meeting to order at 6:20 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Heidi Franco, Mayor)

Mayor Franco led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Sid Ostergaard, Council Member)

Sid shared a movie quote from Denzel Washington. He noted you can't take everything with you but the actions taken by the Council would be lasting and he hoped the Council would leave the City better than they found it.

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Oath of Office for New Police Officer Jared Fezy

Chief of Police Parker Sever introduced Officer Jared Fezy and welcomed his family to Heber City. City Recorder Trina Cooke swore in Officer Fezy.

2. Utah Community Forestry Council Award

The award was presented during the Work Meeting by Melanie Funk.

VI. CONSENT AGENDA:

Motion: Council Member Scott Phillips moved to approve the Consent Agenda. **Second:** Council Member Sid Ostergaard seconded the motion. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

1. Approval of January 16, 2024, City Council Meeting Minutes and January 18, 2024, Annual City Council Strategic Retreat Meeting Minutes (Trina Cooke, City Recorder)
2. Quarterly Disposition of Police Department Evidence (Jeremy Nelson, Deputy Police Chief)
3. Planning Commission and Audit Committee Nominees (Heidi Franco, Mayor)
4. Resolution 2024-01 Heber Light and Power Board of Director's Compensation (Heidi Franco, Mayor)

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

Adelia Marsh, Heber resident, was in favor of the River Road route for the bypass. She noted the amount of growth that continued to come to the Valley and felt the traffic needed to be diverted from Highway 40 out of consideration for the people who lived along the proposed bypass route. She had moved to Heber from Colorado and described an area of Highway 70 along the Colorado River that offered stops for picnicking, hiking, fishing, and other outdoor activities. She felt the Valley's proposed bypass could offer the same.

Adam Thompson was present for the confirmation of the newly appointed Planning Commissioners. He felt the City had shown that who you know was more important than what you know. He felt it was wrong and said he had no conflict of interest but wanted to see people appointed that would do the job.

Jaden Snarr, Heber resident, was asking for a rezone for their home to permit a multi-family dwelling. The lot previously had plans to be a bed and breakfast when they had purchased the home. She noted the location's vicinity to Black Rifle Coffee and wanted to proceed with the rezoning process. Ms. Snarr explained the dwelling was already equipped with two separate entrances, driveways, and addresses. She explained they needed the zoning changed to be approved for a loan. Planning Manager Jamie Baron clarified that the City would need to go through the MDA (Master Development Agreement) process to allow a multi-family unit.

VIII. GENERAL BUSINESS ITEMS:

1. Fiscal Year 2023 Audit Presentation (Jon Haderlie) - 15 min

Jon Haderlie, representing Larson and Company, had been hired by Heber City to perform the annual audit. He detailed the findings of the 2023 Annual Audit for the City as attached to the meeting materials. He had met with the Audit Committee previously to review the findings.

2. Arts Advisory Board TAP Tax Grant Program (Phil Jordan) - 10 min

Phil Jordan and Farah Sanders, Co-Chairs of the Arts Advisory Committee, shared a summary of the committee members, the vision of the committee, and their goals. The committee would oversee the distribution of the TAP (Trails, Arts, and Parks) tax revenue received by the City. Mr. Jordan and Ms. Sanders explained the application process and provided a timeline. They were looking forward to providing the benefits made possible through the TAP tax revenue to the community.

Mayor Franco suggested the committee draft an annual report of the TAP tax recipients and have the recipients present their projects to the Council. Council Member Phillips recommended a percentage of the revenue received by the City be set aside for maintenance purposes for the projects.

3. Justice Court SWOT Analysis (Judge Randy Birch) - 5 min

Heber City Justice Court Judge Randy Birch presented the SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis for his department as attached in the meeting materials.

4. Code of Conduct and Ethics Form and Training (Jeremy Cook, City Attorney) - 20 min

City Attorney Jeremy Cook reviewed the City's code of Ethics and Conduct as previously adopted by the City Council with Resolution 2012-07. He informed Council that page eight of the City policy had a signature line indicating the City Council Members' agreement to uphold the Code of Conduct and Ethics. Mr. Cook explained the overlying principle of the policy was to respect one another's opinions and agree to disagree civilly. He noted there was also State Code addressing the ethics act found in 10-3-1301 that the City Council needed to follow. The City policy was in addition to the State Code.

Council Member Phillips wished to see changes to the language in the section addressing compliance and enforcement prior to signing the ethics form. He felt the City Manager and City Attorney should oversee the enforcement of the policy and elected officials should not be involved. Discussion followed.

Mayor Franco proposed all the City's boards and committees sign the policy as well. Council majority expressed approval of the language being changed and a resolution returned to the next meeting for Council approval.

5. Monthly Development Report (Jamie Baron, Planning Manager) - 10 min

Planning Manager Jamie Baron provided a graph reviewing the applications processed in 2023 and shared the new applications received in January 2024, as included in the attached meeting materials. He shared projections for the Planning Commission in 2024.

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

1. Public Hearing: Ordinance 2024-03 Adopting the Heber City Facilities Master Plan including the Heber City Capital Facilities Plans, Impact Fee Facility Plans, and Impact Fee Analyses and Council Consideration to Adopt (Russ Funk, Bart Mumford) -

Mayor Franco moved agenda item two forward on the Action Items agenda to be discussed first.

City Engineer Russ Funk clarified the intent of the Master Plan was for the overall good of the community. Growth and development in the City created a need for an increase in the cost of impact fees. Horrocks Engineering Consultants to the City Willa Motley and Bart Mumford were present to explain the necessity of updating the Facilities Master Plan in order to provide a funding mechanism to plan for the future and maintain the quality level of service. Mr. Mumford provided a comparison of the prior Master Plan versus the proposed Master Plan for the following utilities and services offered by the City using future population projections and land use projections:

- culinary water usage and needs
- pressurized irrigation
- water rights and use
- sewer
- streets
- storm drains

Mr. Mumford shared the estimated costs of improvements, recommended collecting data and applying for state water use reduction, and asked whether the Council wished to continue the 45% non-residential streets impact fee subsidy policy.

Mayor Franco opened the Public Hearing at 9:50 p.m. With no one from the public coming forward to comment, the Public Hearing was closed at 9:51 p.m. Council discussion followed.

Motion: Council Member Phillips moved to approve the Master Plan and adopt Ordinance 2024-03. **Second:** Council Member Johnston made the second.

Discussion: City Attorney Jeremy Cook pointed out that the Council could adjust the 45% non residential street impact fee at that time without further noticing. If the Council chose to adjust it at a later date, the City would need to go through the noticing and public hearing process again. Council Member Phillips wanted to see a more extensive study done and have the item returned to Council at a later date for further consideration.

Vote: Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Johnston. **Voting No:** Council Member Barney. The **Motion Passed 4-1.**

Motion: Council Member Phillips moved to extend the meeting until 10:30 p.m. **Second:** Council Member Cheatwood made the second.

Discussion: City Manager Matt Brower proposed postponing agenda items three, five, and six but suggested taking action on item four if Council was ready.

Vote: Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston.

Voting No: None. The **Motion Passed Unanimously, 5-0.**

2. Approval of Use of Eminent Domain to Acquire Property for a Roundabout on Heritage Farms Parkway (Russ Funk, City Engineer, Jeremy Cook, City Attorney) - 10 min

City Attorney Jeremy Cook explained the eminent domain requirements and process. He described the roundabout the City wished to install for the eastern bypass being built at Heritage Farms Parkway and Mill Road. In order to install the roundabout, the City needed to acquire portions of two residents' property. Negotiations with one of the property owners remained unsuccessful. To not impede the progress of the roundabout installation, the City had determined to proceed with the process of eminent domain.

Resident and affected property owner Mark Evans shared images depicting his property that the City needed and outlined the effect it would have on his land and property value. He asked that the value determination be based upon all three tax parcels and include the loss of rear access to his land. He wanted permission to install a berm and raise his fence to block the road along his property line. He did not feel the City was valuing his quality of life loss fairly. Council discussion followed.

Motion: Council Member Phillips moved to approve the filing of eminent domain action on the Evans property. **Second:** Council Member Johnston made the second

Discussion: Council Member Ostergaard acknowledged it was a difficult decision for the Council and hoped there could still be compromise by the City. City Engineer Russ Funk answered that the intent was to proceed with negotiations, with the mediator, and not delay progress. Council Member Johnston asked if it would be helpful to have two of the Council Members participate with the mediation process. Mr. Funk stated the intent was to move forward with the project, to get the project advertised, and to hopefully achieve fair terms for both sides. Council Member Cheatwood clarified that without Council action, the City could not move forward with putting the project out to bid. City Attorney Jeremy Cook confirmed the process would depend upon the property owners cooperation. The project would need to be bid soon in order for construction to be completed before year-end. Negotiations could continue while the City moved forward with the bidding process.

Motion: Council Member Barney moved to continue the item two weeks and give Mr. Evans until the next City Council meeting to negotiate before the City moved forward with the eminent domain process. The **Motion Failed** for lack of a second.

Discussion: Council Member Ostergaard indicated he was in the construction business and felt the project could not be delayed.

Amendment to the first Motion: Council Member Phillips amended his original motion to include that two Council Members would attend the mediation proceedings. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, and Johnston. **Voting No:** Council Member Barney. The **Motion Passed 4-1.**

It was decided that Council Members Johnston and Cheatwood would join the mediation.

The Mayor returned the meeting of item one on the Action Items agenda.

3. Ordinance 2024-02 Updating the C-3 Commercial Zone, C-3 Design Criteria and Parking Regulations within the C-3 Zone (Tony Kohler, Community Development Director) - *40 min*

Motion: Council Member Phillips moved to continue item three to the next meeting scheduled for February 20, 2024. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

4. Ordinance 2024-05 Removing Section 5.26.045 Notice of Short-Term Rental Restriction (Jeremy Cook, City Attorney) - *10 min*

City Attorney Jeremy Cook explained the proposed Ordinance 2024-05 would remove Section 5.26.045 Notice of Short-Term Rental Restriction. The section required HOAs (Home Owners Associations) to submit information to the City which could restrict the issuance of business licenses for short-term rentals within an HOA area.

Motion: Council Member Johnston made the motion to adopt Ordinance 2024-05 as proposed. **Second:** Council Member Phillips made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

5. Election of Mayor Pro Tem per Municipal Code 2.08.020 (Heidi Franco, Mayor) - *5 min*

Motion: Council Member Barney moved to nominate Aaron Cheatwood as Mayor Pro Tem. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Barney, and Johnston. **Voting No:** Council Member Cheatwood. The **Motion Passed 4-1.**

6. Council's Policy & Budget Priorities for Fiscal Year 2024-2025 (Matt Brower, City Manager) - *10 min*

City Manager Matt Brower reviewed the final draft of Council's Budget and Policy Priorities for Fiscal Year 2025.

Motion: Council Member Phillips moved to approve the list of Council's Fiscal Year 2025 Budget and Policy Priorities. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

X. COMMUNICATION:

Mr. Brower shared the following communication items:

1. The Republican Caucus conflicted with the April 2 City Council Meeting. Mr. Brower asked for Council direction whether to shorten or cancel the meeting. Council majority consensus was to wait and see.
2. The Utah Legislative Session was underway. Senate Bill 172 proposed that gravel pits existing before county incorporation be exempted from zoning laws. He asked the Council Members to reach out to Senator Ron Winterton to ask that the stakeholders be the decision-makers. House Bill 367 proposed allowing a utility fee to provide public transportation. He expressed his support. Senate Bill 185 proposed to allow builders to hire third-party building inspectors. House Bill 306 would require Cities to zone 20% deed restriction for affordable housing. Mr. Brower felt both these bills took the authority away from the local entities where such decisions should be made.

Mayor Franco reminded Council of the League of Cities and Towns Mid-year Conference on April 17, 18, 19, 2024, and recommended registering soon and contacting the City Recorder to make hotel arrangements.

XI. ADJOURNMENT:

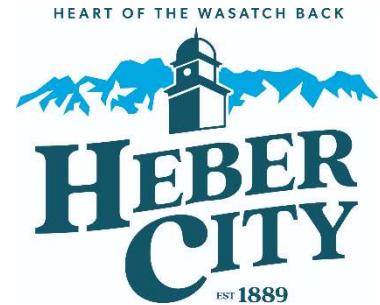
Motion: Council Member Phillips made the motion to adjourn. **Second:** Council Member Cheatwood made the second. The Heber City Council Meeting adjourned at 10:16 p.m.

Trina Cooke, City Recorder

HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 2/20/24

SUBJECT: Nomination of One Member to the Audit Committee and One Member to the Airport Advisory Board (AAB)



RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

There are two Audit Committee seats still open. The Mayor is nominating Robert McKinley. Jason Talley has also reapplied to the Airport Advisory Board because of the end of his Users and Tenants appointee term.

RECOMMENDATION

City Council can consider approving the one Audit Committee member and one AAB member as listed in this staff report.

BACKGROUND

For the Audit Committee:

Per City Resolution 2022-15, The Audit Committee makes recommendations to the City Council regarding financial matters, including selecting the external auditor, internal control improvements, internal audit scope, review of the completed audit, review of hotline complaints, and other financial policies as necessary. The Committee consists of three to five voting members and two non-voting ex officio members consisting of the City Manager and Finance Manager. The citizen/financial expert members serve four-year terms. The Committee meets at the City Administrative Offices as scheduled. It is anticipated that the Committee will meet 3-5 times annually. Audit Committee members should have the necessary experience and skills to provide effectively:

Independence. The audit committee should be independent of both management and the auditor, thus enhancing the integrity of the financial reporting.

Communication. Audit committees are effective communication intermediaries between management, the auditor, and the governing authority. Auditing and financial reporting involve increasingly complex and specialized processes that are generally not fully understood by the members of a government's governing authority. The members of the audit committee help magnify the governing authority's effectiveness through independent communication of complex and specialized issues.

Accountability. Accountability is enhanced by the synergy between the elected officials with ultimate responsibility for financial reporting and internal controls and the audit committee members with the education and experience necessary to advise the governing body on complex financial reporting and internal control matters.

Member Experience and Skills. Public sector audit committee members should collectively possess the experience and skills necessary to carry out the Committee's responsibilities with respect to the financial audit and internal controls. While it is recommended that most committee members come from outside the government, familiarity with the public sector environment and governmental accounting is helpful. Individual members should possess the following knowledge, skills, and abilities:

- Knowledge of the entity, its environment, and constituency.
- Knowledge of and experience in accounting, auditing, and financial reporting.
- Practical interpersonal and communication skills and the political savvy to keep the discourse focused on the subject matter rather than on personalities and politics.
- Understanding and appreciation for management's responsibility to establish and monitor internal controls.

For the Airport Advisory Board:

Per Resolution 2018-12 the By-Laws of the Heber City Airport Advisory Board (AAB) were amended to appoint 7 voting members and two alternates. See:

<https://heberut.gov/DocumentCenter/View/541/Airport-Advisory-Board-Bylaws-APPROVED-REVISION-AUG-2-2018>

Per Article XIV of the By-Laws the AAB recommends to the City Council amendments regarding the AAB Bylaws, the Airport Minimum Standards, the Airport Rules & Regulations, Airport Lease Rates and Charges Policies and Airport Fees.

Also per Article III of the By-laws: Appointment and Terms of Members, the Airport Advisory Board consists of:

- Three Heber City Appointees & one Wasatch County At Large Resident whose four-year terms are up in January 2026;

- One Commercial Operator Representative and one Daniel Town Appointee whose four-year terms are up in January 2025;

- One Users and Tenants Appointee with a four-year term ending in January 2023.

Jason Talley served in this appointed position for 2023 yet was not reconfirmed last year. After discussion with City Attorney, and per Article III, B. 12: "In the event a membership term is ended, and there is no immediate replacement and the Council does not approve or consent to a replacement, the person last serving in that position for said term shall continue to serve until the Mayor and Council come to an agreement or replace."

The Mayor is nominating Mr. Talley to serve out the rest of the four-term from January 2023 – January 2027.

- One City Council member is appointed as an alternate.

- One Wasatch County Officer of Staff appointed by the Wasatch County Council (also an alternate).

DISCUSSION

N/A

FISCAL IMPACT

N/A

ALTERNATIVES

N/A.

POTENTIAL MOTIONS

N/A

Nominees:

1. Audit Committee Nominee: Robert McKinley *(for a four-year term, February 2024 – February 2028.)*

Robert McKinley
1107 E 2810 S
Heber City, UT 84032
rmckinley1234@gmail.com

Letter from Mr. McKinley:

Mayor Franco, as requested in your Newsletter, I am applying for one of the openings on the Audit Committee.

I am currently serving as a judge for the American Arbitration Association. Prior to that I practiced law for over 45 years, primarily in the areas of labor and employment and real estate acquisition and development. I served as City Attorney for two smaller cities as well as drafting land use ordinances for a large municipality, so am familiar with the issues facing municipal governments.

More recently I was privileged to Chair the Utah Transit Authority and Chair UTA's Audit Committee. During my tenure in those positions, the Board adopted practices and procedures that made certain the issues that allowed its well-publicized problems to occur would not happen again.

I believe that based on my professional training and experience I would be a positive addition to the Audit Committee. If appropriate I would be pleased to meet with you concerning this opportunity.

See attached Resume.

2. Airport Advisory Board Nominee for Users and Tenants Position: Jason Talley (*for a four-year term, January 2023 – January 2027.*)

Jason Talley
2140 E Flat Top Mountain Drive
Heber City, UT 84032
jtalley@heberut.gov

Letter from Mr. Talley:

February 5, 2024

The Honorable Heidi Franco
Heber City
75 North Main Street
Heber City 84032

Dear Mayor Franco and Distinguished Councilmembers:

I would like to request your consideration for reappointment to the Airport Advisory Board("AAB"). It is my understanding that my term has recently ended.

During my past tenure on the AAB, I believe I have balanced the interests of the community, users and tenants of the airport, commercial operators, and the City's fiduciary interests. We worked hard in a collaborative manner to resolve difficult issues that were before us.

I am active with the local EAA chapter, own and operate a variety of different types of aircraft, have a commercial aviation business and serve on the local users and tenants community group. In short, I believe I bring a highly diversified viewpoint to the AAB.

My guiding principle for the airport has not changed, which is to promote a vibrant and diversified airport that is financially self-sufficient and viewed as an asset to our community.

I would be deeply honored to be reappointed to the AAB for another term.

Very truly yours,
Jason Talley



Robert W. McKinley, Esq.
Heber City, Utah, United States of America

Current Employer-Title Arbitrator

Profession Attorney

Work History Of Counsel, Kirton McConkie, 2013 – 2017; Partner, Lathrop & Gage, 1999 – 2013; Associate Area Legal Counsel, The Church of Jesus Christ of Latter-day Saints, 2011 – 2012; Partner, Swanson Midgley, 1969 – 1999.

Experience

LABOR/EMPLOYMENT

- Extensive experience in all phases of employment law, both class actions and individual cases
- Areas of expertise include discrimination (race, sex, religion, disability, national origin, age, sexual orientation and pregnancy) equal pay, sexual harassment, bullying, wage and hour (overtime, exemptions, donning and doffing), work assignments, hiring, promotion, discharge, discipline, compensation, benefits, breach of contract, unfair representation, veterans' rights, workers compensation, retaliation, whistle-blowing, service letters, covenants not to compete, drug testing, executive severance

Significant experience negotiating collective bargaining agreements and dealing with grievance issues

Litigated most federal employment laws, including Title VII, EEOC, FLSA, ADA, Equal Pay, ADEA, USERRA, ERISA, COBRA, FMLA, NLRA

Frequent interaction with EEOC, Department of Labor, NLRB and state agencies across the country

Spent 18 months working on employment issues in the South Pacific Island nations, Australia and New Zealand

Industry experience in transportation, insurance, not-for-profits, broadcasting, agribusiness, education, food industry (processing, distribution, preparation and sales), hospitality, call centers, retail sales, software sales and development, mail order, warehousing, publishing and printing, health care, government, law enforcement, private clubs, casinos, banking and finance, manufacturing, automobile dealerships and franchising, real estate transactions, development and management.

LITIGATION

- All forms of commercial disputes including breach of contract, fraud, trade

Robert W. McKinley, Esq.
Neutral ID : 4021384

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

- secrets, business torts, employment, dealer terminations, defamation, non-competes
- All forms of personal injury/wrongful death claims, general negligence, products liability, premise liability, intentional torts, emotional distress
- Substantial experience in business disputes involving corporate/partnership governance and dissolution
- Substantial experience litigating in state and federal courts in complex litigation, including class actions

COMMERCIAL CONTRACTS/TRANSACTIONS

- Substantial experience negotiating, structuring, drafting and enforcing complex commercial agreements, employment agreements, real estate acquisition and development agreements, financing documents, trade and humanitarian compacts with foreign government agencies

ENTERTAINMENT/SPORTS

- Substantial experience in radio and television broadcasting and representing sports governing bodies

INSURANCE/TRANSPORTATION

- Extensive experience in life, health and accident insurance issues, agency disputes, medical necessity of treatment, standard of care
- Extensive experience in transportation industry, including negotiating contracts, all phases of employment issues and practices, tariff issues.

Education

University of Missouri - Columbia (JD-1969; BSBA Economics-1966).

Professional Licenses

Admitted to the Bar: Missouri (1969), Kansas (1988), Utah (2013); U.S. Courts of Appeals: 3rd, 8th and 10th Circuits; U.S. States Tax Court (1971); U.S. Supreme Court (1975).

Professional Associations

- Fellow, College of Labor and Employment Lawyers
- Member, American Employment Council
- Best Lawyers in America, Super Lawyer, Best of Bar
- Presenter, ABA on Arbitration of Employment Disputes
- Member, Missouri Supreme Court Civil Rules Committee
- Chapter Chair, Employment Discrimination Law.

Recent Publications & Speaking Engagements

- Presenter at American Bar Association Panels on Arbitration of Employment Disputes (Washington, D.C., 2009; San Francisco, 2010)
- Presented paper Outside Counsel's Perspective on Employment Arbitration (2009)
- Chapter Editor, Employment Discrimination Law.

Robert W. McKinley, Esq.
Neutral ID : 4021384

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Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Kitchen MDA Amendment
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The property owner at 615 West 100 South, the Kitchen Family, has received a commercial concept site plan approval for storage sheds and other industrial uses. The City Council approved Ordinance 2021-23 that extended the expiration of that approval from September 8, 2021 to September 8, 2023, and again extended the approval through Ordinance 2022-02 to September 8, 2025. The Kitchen family has been discussing development options with the City and County, and is asking for an extension of the approval to September 8, 2027 to provide more time to explore development options on the property.

RECOMMENDATION

Staff recommends the item be referred to the Planning Commission for extension of the approval date to September 8, 2027.

BACKGROUND

The railroad area has been identified as a recreation-tourism destination within the new General Plan, and has been included as part of the City's CRA strategy for the downtown. The Kitchen's storage sheds and the proposed mechanic shop run contrary to the new vision for the tourism-recreation area. The Kitchen family has expressed willingness to continue negotiations with the City for tourism compatible uses on the property, provided the September 8, 2025 deadline is extended to September 8, 2027.

DISCUSSION

The proposed MDA would permit the City additional time to negotiate with the Kitchen family. Currently, the Kitchen family is entitled to pursue commercial final approval on the site, then building

permits for the proposed storage sheds, mechanic shop and flex space on the site. If the City extends the September 8 deadline, the Kitchen family has expressed willingness to work with the City to identify a win-win scenario that includes climate controlled storage on the rear of the property, with retail, office and service uses along the frontage of the 600 West 100 South.

FISCAL IMPACT

None.

CONCLUSION

Extending the permitted entitlement deadline permits the City to negotiate with the petitioner regarding appropriate uses on the property that are compatible with the City's General Plan for the Recreation and Tourism area around 600 West 100 South.

ALTERNATIVES

The item is a work meeting item with no action.

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. 2022-02 Approving a Modification to a Development Agreement for Property Located at 615 West 100 South
2. CC-02-20-24-Kitchen

ORDINANCE NO. 2022-02

AN ORDINANCE APPROVING A MODIFICATION TO A DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 615 WEST 100 SOUTH.

BE IT ORDAINED by the City Council of Heber City, Utah, the development agreement modification shown in Exhibit 1 is hereby approved.

This Ordinance shall take effect immediately upon approval.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 15th day of February 2022.

	AYE	NAY	ABSENT	ABSTAIN
Michael Johnston	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Rachel Kahler	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ryan Stack	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
D. Scott Phillips	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Yvonne Barney	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

APPROVED:

Heidi Franco
Mayor Heidi Franco



ATTEST:

Anna M. Wolfe Date: 2/15/2022
RECORDER

Exhibit 1: Development Agreement

When recorded return to:

Midway Lane Holdings LLC
Attn: Stephen Kitchen
152 N. 160 E.
Vineyard, UT 84059

Heber City Corporation
Attn: J. Mark Smedley
75 North Main Street
Heber City, UT 84032

DEVELOPMENT AGREEMENT MODIFICATION

(600 West Midway Lane Storage Development)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 15 day of February, 2022, by and between Heber City, having a mailing address of 75 North Main Street, Heber City, Utah 84032, hereinafter referred to as "City", and Midway Lane Holdings, LLC, a Utah limited liability company, having a mailing address of 152 North 160 East, Vineyard, Utah 84059, hereinafter referred to as the "Developer", "Owner" or "Developer/Owner".

WHEREAS, on August 17, 2021, Heber City Council adopted Ordinance 2021-23, approving a development agreement between Heber City and Midway Holdings, which extended the preliminary approval expiration date for Midway Holding's proposed development; and

WHEREAS, the City Council and Midway Holdings find it mutually beneficial to provide for an additional extension of the expiration date of that agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Provision 1 of the August 17, 2021 Development Agreement, illustrated in Exhibit 3, shall be amended to read as follows: "The expiration of the Preliminary Approval and all entitlements and rights of the Developer in connection therewith is hereby extended to September 8, 2025 (the "Entitlement Expiration"). During this period of time, and up until such date, the Developer may apply to the City for final approval for the development of the Property consistent with the Preliminary Approval (the "Final Approval"), and the City agrees to grant such Final Approval upon Developer's compliance with this Agreement and City Code (as it exists as of the date hereof). This Agreement, and all entitlements, including but not limited to land uses preserved herein, shall expire on the Entitlement Expiration."
2. All other provisions of the original development agreement shall remain in full force and effect.
3. This development agreement modification shall be recorded with the Wasatch County Recorder's Office.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

CITY:

HEBER CITY



By: Heidi Franco
Heidi Franco, Mayor

ATTEST:

Shirley N. Locke
Heber City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2022, personally appeared before me Heidi Franco, the Mayor of Heber City, who duly acknowledged to me that she executed the foregoing agreement in such capacity.

NOTARY PUBLIC

DEVELOPER/OWNER:

MIDWAY LANE HOLDINGS, LLC

By: _____
Stephen Kitchen, Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2022, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2022, personally appeared before me Heidi Franco,
the Mayor of Heber City, who duly acknowledged to me that she executed the foregoing
agreement in such capacity.

NOTARY PUBLIC

DEVELOPER/OWNER:

MIDWAY LANE HOLDINGS, LLC

By: 
Stephen Kitchen, Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 15 day of JUNE, 2022, personally appeared before me the above
named Owner, who duly acknowledged to me that he is the owner in fee and executed the same
as such.


NOTARY PUBLIC

Exhibit 2: Property Description

Parcel ID

00-0005-8532

00-0005-8557



Property Serial Number

OHE-1273-0-006-045

OHE-1275-0-006-045

Property Address

615 West 100 South

625 West 100 South

Property Legal Description

Exhibit 2: Property Description

Parcel ID

00-0005-8532

00-0005-8557

Property Serial Number

OHE-1273-0-006-045

OHE-1275-0-006-045

Property Address

615 West 100 South

625 West 100 South

Property Legal Description

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTH LINE OF MIDWAY LANE SOUTH 262.5 FEET AND EAST 101.11 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°48' WEST 154.9 FEET; THENCE SOUTH 89°12' EAST 140.3 FEET, MORE OR LESS TO THE WEST LINE OF 600 WEST STREET; THENCE ALONG THE WESTERN RIGHT OF WAY OF 600 WEST STREET SOUTH 0°54' WEST 181.5 FEET; THENCE NORTH 89°12' WEST 140.0 FEET; THENCE NORTH 0°48' EAST 8.4 FEET; THENCE NORTH 88°10' WEST 344.90 FEET; THENCE NORTH 0°48' EAST 347.6 FEET TO THE SOUTH LINE OF SAID MIDWAY LANE; THENCE ALONG SAID SOUTH LINE SOUTH 89°12' EAST 24.8 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 84°35'16" EAST 321.1 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING AND TOGETHER WITH THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED OCTOBER 31, 2008 AS ENTRY NO. 341548 IN BOOK 976 AT PAGE 1161 OF OFFICIAL RECORDS.

PARCEL 2:

BEGINNING 3.20 CHAINS SOUTH AND SOUTH 89°12' EAST 70 LINKS AND SOUTH 0°48' WEST 26.6 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°48' WEST 154.90 FEET; THENCE SOUTH 89°12' EAST 165 FEET; THENCE NORTH 0°48' EAST 122.30 FEET; THENCE NORTH 78°02' WEST 168.2 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN THAT WARRANTY DEED RECORDED JUNE 01, 2017 AS ENTRY NO. 438799 IN BOOK 1192 AT PAGE 84, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH CORNER BY DEED IS 3.20 CHAINS SOUTH AND 70 LINKS EAST AND 26.6 FEET SOUTH 00°48' WEST AND 168.2 FEET SOUTH 78°02' EAST FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (WHICH NORTHEAST CORNER OF SAID ENTIRE TRACT BY MEASUREMENT IS 297.01 FEET SOUTH AND 265.59 FEET EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 6, WHICH QUARTER CORNER IS LOCATED 28.51 FEET NORTH 15°27'46" WEST FROM A FOUND WASATCH COUNTY BRASS CAP REFERENCE MARKER, WHICH QUARTER CORNER IS ALSO LOCATED 2,660.72 FEET NORTH 89°46'25" EAST FROM A FOUND WASATCH COUNTY BRASS CAP MARKING THE LOCATION OF THE NORTHWEST CORNER OF SAID SECTION 6); THENCE SOUTH 00°48'00" WEST 24.87 FEET ALONG THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 89°28'52" WEST 26.89 FEET, MORE OR LESS, TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF 600 WEST STREET, WHICH POINT IS 67.73 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 319+39.97; THENCE NORTH 32°48'24" WEST 41.86 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY OF SAID ENTIRE TRACT, WHICH POINT IS ALSO ON THE EXISTING SOUTHERLY RIGHT OF WAY OF SAID SR-113, WHICH POINT IS 33.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 319+10.50; THENCE SOUTH 78°03'26" EAST (SOUTH 78°02' EAST BY VESTING DEED) 51.03 FEET, MORE OR LESS, ALONG SAID BOUNDARY AND RIGHT OF WAY TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE AND AT THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

LESS AND EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO THE CITY OF HEBER IN THAT WARRANTY DEED RECORDED JUNE 01, 2017 AS ENTRY NO. 438801 IN BOOK 1192 AT PAGE 90, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT, WHICH POINT BY DEED IS 3.20 CHAINS SOUTH AND 70 LINKS EAST AND 26.6 FEET SOUTH 00°48' WEST AND 168.2 FEET SOUTH 78°02' EAST AND 122.3 FEET SOUTH 00°48' WEST FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (WHICH POINT OF BEGINNING BY MEASUREMENT IS 419.36 FEET SOUTH AND 263.88 FEET EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 6, WHICH QUARTER CORNER IS LOCATED 28.51 FEET NORTH 15°27'46" WEST FROM A FOUND WASATCH COUNTY BRASS CAP REFERENCE MARKER, WHICH QUARTER CORNER IS ALSO LOCATED 2,660.72 FEET NORTH 89°46'25" EAST FROM A FOUND WASATCH COUNTY BRASS CAP MARKING THE LOCATION OF THE NORTHWEST CORNER OF SAID SECTION 6); THENCE NORTH 89°12'00" WEST 26.42 FEET, MORE OR LESS,

ALONG THE SOUTHERLY BOUNDARY OF SAID ENTIRE TRACT TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF 600 WEST STREET, WHICH POINT IS 158.16 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER STATION 319+59.26; THENCE NORTH 00°31'08" EAST 97.36 FEET ALONG SAID RIGHT OF WAY TO A POINT WHICH IS 67.73 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER STATION 319+39.97; THENCE SOUTH 89°28'52" EAST 26.89 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE SOUTH 00°48'00" WEST 97.49 FEET, MORE OR LESS, ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE AND AT THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

Exhibit 3: Ordinance 2021-23

ORDINANCE NO. 2021-23

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 615 WEST 100 South.

BE IT ORDAINED by the City Council of Heber City, Utah, the development agreement shown in Exhibit A is hereby approved.

This Ordinance shall take effect immediately upon approval.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 19th day of August 2021.

	AYE	NAY	ABSENT	ABSTAIN
Heidi Franco	<u>X</u>	_____	_____	_____
Wayne Hardman	<u>X</u>	_____	_____	_____
Michael Johnston	<u>X</u>	_____	_____	_____
Rachel Kahler	<u>X</u>	_____	_____	_____
Ryan Stack	<u>X</u>	_____	_____	_____

APPROVED:

Rachel Kahler

Mayor Kelleen L. Potter

Council Member Rachel Kahler
Mayor Pro Tem



ATTEST:

Drina W. Woolie Date: 8/19/2021

RECORDER

Exhibit A: Development Agreement

When recorded return to:

Midway Lane Holdings LLC
Attn: Stephen Kitchen
152 N. 160 E.
Vineyard, UT 84059

Heber City Corporation
Attn: J. Mark Smedley
75 North Main Street
Heber City, UT 84032

DEVELOPMENT AGREEMENT

(600 West Midway Lane Storage Development)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 19th day of August, 2021, by and between Heber City, having a mailing address of 75 North Main Street, Heber City, Utah 84032, hereinafter referred to as "City", and Midway Lane Holdings, LLC, a Utah limited liability company, having a mailing address of 152 North 160 East, Vineyard, Utah 84059, hereinafter referred to as the "Developer", "Owner" or "Developer/Owner".

WHEREAS, the Developer is the owner of 4.28 acres of real property described in Exhibit A (the "Property") located within the City's I-1 Industrial Zone on the south-west corner of the intersection of 600 West and 100 South, Heber City, Utah; and

WHEREAS, the Developer applied for, and received Commercial Concept Approval for the Property (the "Preliminary Approval") from the Planning Commission on September 8, 2020 for self-storage, a mechanic shop and flex space shown in Exhibit B, with such Preliminary Approval expiring on September 8, 2021; and

WHEREAS, the City has adopted a new General Plan "Envision Heber 2050" that identifies the area in the vicinity of 600 West and 100 South, Heber City, Utah, as a new Tourist Destination, which directs development in a different direction than the current I-1 Industrial Zone and approved industrial plans for the property; and

WHEREAS, the City is in the midst of a process to adopt new zoning regulations for the vicinity including the Property, generally known as the Downtown Overlay Zone (aka DOZ) that will better implement the new vision set forth by the new General Plan than the current I-1 Industrial Zone; and

WHEREAS, the City is also in the midst of adopting a Community Reinvestment Agency (CRA) for the downtown and railroad area that includes the Property that is intended to assist in providing financial incentives to promote redevelopment of the area in a manner consistent with the City's new General Plan; and

WHEREAS, Developer and the City are desirous to work together to pursue development of the Property in a manner that is in harmony with the intent of the new General Plan, future DOZ zone and CRA for the area; and

WHEREAS, the Developer is willing to encourage the direction of the development of the Property commensurate with said General Plan, but needs property entitlement deadlines extended to provide time to negotiate with the City; and

WHEREAS, the City and Developer agree it is in the public interest to negotiate this Agreement, which provides the above-described entitlement assurance to the Developer and time for the parties to discuss potential alternative development plans for the Property that are more consistent with the objectives of Envision Heber 2050.

NOW, THEREFORE, the parties hereby agree as follows:

1. The expiration of the Preliminary Approval and all entitlements and rights of the Developer in connection therewith is hereby extended to September 8, 2023 (the "Entitlement Expiration"). During this period of time, and up until such date, the Developer may apply to the City for final approval for the development of the Property consistent with the Preliminary Approval (the "Final Approval"), and the City agrees to grant such Final Approval upon Developer's compliance with this Agreement and City Code (as it exists as of the date hereof). This Agreement, and all entitlements, including but not limited to land uses preserved herein, shall expire on the Entitlement Expiration.
2. Upon receipt of the Final Approval, the Developer shall have until the later of the Entitlement Expiration or the date that is one (1) year after the City's grant of the Final Approval to apply for building permits and all other necessary permits to develop the Property pursuant to the Final Approval. Subject to such applications being complete and all applicable fees being paid by the Developer (which fees shall be in the amounts in effect for such applications as of the date of the application for development). Subject to the Developer meeting all applicable requirements of the City Code, the City shall approve such applications and issue the applicable permits within thirty (30) days of the submission of a complete application.
3. Subject to the terms of this Agreement, Developer and City will, in good faith, pursue negotiations for an alternative development of the Property that is more consistent with the Envision Heber 2050 General Plan, provided that the parties agree that permitted uses applicable to such alternative development shall include, but are not limited to, tourist and retail uses, climate-controlled storage units, an autobody shop, a gun store and shooting range, recreational vehicle and boat storage, office use, and structured parking. Such negotiations may also include such issues as architecture and other items the parties deem relevant.
4. If either party determines that such party desires to cease such negotiations and to pursue a different course of action, such party will provide written notice to the other party of such determination; provided that the parties' obligations under paragraph 3 above shall continue in effect for a period of fifteen (15) days after such written notice. Upon the expiration of such fifteen (15)-day period, the parties' respective obligations under paragraph 3 above shall terminate. All other rights and obligations of the parties under this Agreement shall remain in effect in accordance with their terms and shall not be affected by this paragraph.

5. To the extent allowed herein or by law, the parties agree not to proceed with any formal complaint against the other as the result of an alleged breach of this Agreement or other dispute arising hereunder until after they have undertaken the following efforts at dispute resolution: (i) Right to Cure: the party claiming default or breach shall provide written notice of breach or default to the other party and permit said party thirty (30) days to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (ii) if the dispute is not resolved within the 30-day Right to Cure period, the parties may pursue (a) mediation or arbitration, if such course of action is mutually agreed upon by the parties at the time, or (b) litigation or any other legal remedy available at law. Notwithstanding the foregoing, this paragraph shall not limit any party's ability to seek immediate injunctive relief under circumstances where such relief shall be reasonably required to avoid irreparable damage from the other party's breach or threatened breach of this Agreement.
6. Prior to the Entitlement Expiration, and to the extent that it does not violate any power of the City Council to make legislative decisions, that are not specifically related to this project or the provisions of this Agreement, the City agrees not to effect any change to the zoning classification applicable to this Property, whether by amendment to the I-1 zoning ordinance, a change to a new zoning classification, or otherwise, unless the City receives the written approval of the Developer to any such change, which must be obtained prior to such change being initiated. If, despite the foregoing covenant, and without limiting any liability of the City as the result of a breach of the above covenant, the City determines to initiate any action to effect any change to the zoning classification applicable to the Property without the Developer's prior written consent, the City shall notify the Developer of such proposed change not less than thirty (30) days prior to initiating such change to the zoning classification applicable to the Property. No such action on the part of the City shall have any effect on the Entitlement Expiration or the other rights of the Developer hereunder. The City agrees that the Developer may submit, prior to the Entitlement Expiration, any application for the development of the Property that may differ from the development contemplated by the Preliminary Approval. Provided that such proposed development of the Property complies with the requirements of the City's I-1 zone, as such zoning classification exists as of the date hereof, such application shall be approved by the City. The City agrees that the Developer shall have, at all times prior to the Entitlement Expiration, vested rights to develop the Property in accordance with the City's I-1 zone as in effect as of the date hereof.
7. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party the reasonable attorney's fees incurred by the successful party and, in addition, such costs and expenses as are incurred in enforcing this Agreement, including all costs incurred in connection with any appeal.
8. This Agreement 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; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.

9. Time is of the essence of this Agreement. 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.
10. Except as set forth in paragraph 13 below, (a) this Agreement is entered into for the exclusive benefit of the parties hereto and is expressly not intended for the benefit of any third party, and (b) no third party shall under any circumstances have any right to enforce the terms of this Agreement or otherwise seek to act on behalf of either of the parties hereto.
11. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.
12. All notices, demands and other communications (“notice”) required or permitted under or concerning this Agreement shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in the introductory paragraph of this Agreement and shall be deemed given on the earliest to occur of (a) the date when the notice is received by the addressee; (b) the first business day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next business day delivery; or (c) the third business day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this paragraph not less than five business days prior to such new notice address becoming effective.
13. **Indemnification.** Developer shall indemnify, defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages, including without limitation claims for property damage, injury, or death, arising out of the negligent actions or inactions of the Developer, its agents or employees pursuant to this Agreement, unless caused by the City’s gross negligence or willful misconduct. The City shall indemnify, defend and hold the Developer and its managers, members, officers, employees and consultants harmless for any and all claims, liability and damages, including without limitation claims for property damage, injury, or death, arising out of the negligent actions or inactions of the City, its agents or employees pursuant to this Agreement, unless caused by the Developer’s gross negligence or willful misconduct. In addition, the City shall indemnify the Developer for any and all losses, including without limitation lost profits and diminution in the value of the Property, suffered by the Developer as the result of (a) the City or any other party acting on behalf of, at the direction of, or in concert with the City asserting any claim that this Agreement or any provision hereof is unenforceable (collectively a “City Claim”), (b) this Agreement or any provision hereof being determined to be unenforceable by a court of competent jurisdiction as the result of a City Claim, or (c) any breach of this Agreement by the City or any party acting on behalf or at the direction of the City.
14. **Binding Effect.** If Developer conveys all or any portion of the Property or buildings to one or more third parties, the Property and each portion thereof 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. Furthermore, no change in the ownership of Developer shall alter any of the rights and obligations of Developer hereunder.

15. **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.
16. **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.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

CITY:

HEBER CITY



By: Kelleen Potter
Kelleen Potter, Mayor

ATTEST:

Trina N Cooke
Heber City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 9th day of September, 2021, personally appeared before me Kelleen Potter, the Mayor of Heber City, who duly acknowledged to me that she executed the foregoing agreement in such capacity.



Trina N Cooke
NOTARY PUBLIC

DEVELOPER/OWNER:

MIDWAY LANE HOLDINGS, LLC

By: _____
Stephen Kitchen, Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2021, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

CITY:

HEBER CITY



By:

Kelleen Potter
Kelleen Potter, Mayor

ATTEST:

Trina W Cooke
Heber City Recorder

STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On this 9th day of September, 2021, personally appeared before me Kelleen Potter, the Mayor of Heber City, who duly acknowledged to me that she executed the foregoing agreement in such capacity.



Trina N Cooke
NOTARY PUBLIC

DEVELOPER/OWNER:

MIDWAY LANE HOLDINGS, LLC

By:

Stephen Kitchen
Stephen Kitchen, Manager

STATE OF UTAH)

Utah: ss.

COUNTY OF ~~WASATCH~~)

On this 5 day of October, 2021, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.



Shari McDaniel
NOTARY PUBLIC

Exhibit A: Property Description

Parcel ID

00-0005-8532
00-0005-8557

Property Serial Number

OHE-1273-0-006-045
OHE-1275-0-006-045

Property Address

615 West 100 South
625 West 100 South

Property Legal Description

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTH LINE OF MIDWAY LANE SOUTH 262.5 FEET AND EAST 101.11 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°48' WEST 154.9 FEET; THENCE SOUTH 89°12' EAST 140.3 FEET, MORE OR LESS TO THE WEST LINE OF 600 WEST STREET; THENCE ALONG THE WESTERN RIGHT OF WAY OF 600 WEST STREET SOUTH 0°54' WEST 181.5 FEET; THENCE NORTH 89°12' WEST 140.0 FEET; THENCE NORTH 0°48' EAST 8.4 FEET; THENCE NORTH 88°10' WEST 344.90 FEET; THENCE NORTH 0°48' EAST 347.6 FEET TO THE SOUTH LINE OF SAID MIDWAY LANE; THENCE ALONG SAID SOUTH LINE SOUTH 89°12' EAST 24.8 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 84°35'16" EAST 321.1 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING AND TOGETHER WITH THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED OCTOBER 31, 2008 AS ENTRY NO. 341548 IN BOOK 976 AT PAGE 1161 OF OFFICIAL RECORDS.

PARCEL 2:

BEGINNING 3.20 CHAINS SOUTH AND SOUTH 89°12' EAST 70 LINKS AND SOUTH 0°48' WEST 26.6 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°48' WEST 154.90 FEET; THENCE SOUTH 89°12' EAST 165 FEET; THENCE NORTH 0°48' EAST 122.30 FEET; THENCE NORTH 78°02' WEST 168.2 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN THAT WARRANTY DEED RECORDED JUNE 01, 2017 AS ENTRY NO. 438799 IN BOOK 1192 AT PAGE 84, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

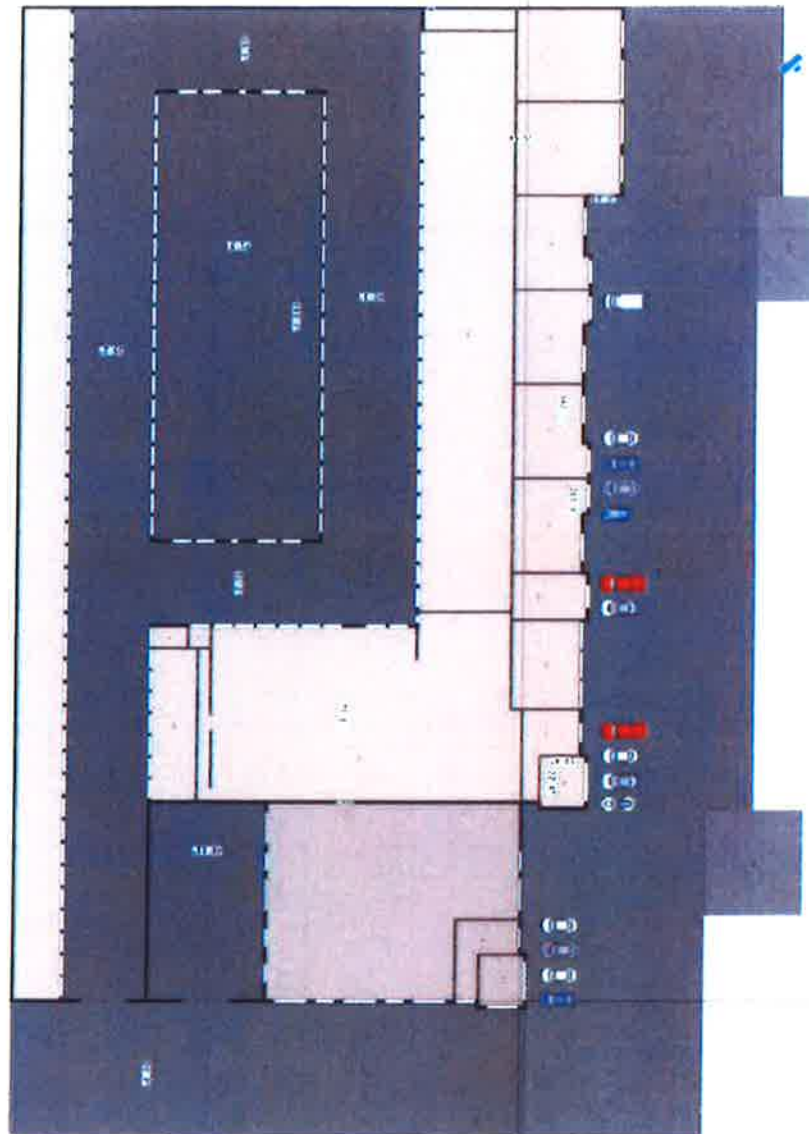
BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH CORNER BY DEED IS 3.20 CHAINS SOUTH AND 70 LINKS EAST AND 26.6 FEET SOUTH 00°48' WEST AND 168.2 FEET SOUTH 78°02' EAST FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (WHICH NORTHEAST CORNER OF SAID ENTIRE TRACT BY MEASUREMENT IS 297.01 FEET SOUTH AND 265.59 FEET EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 6, WHICH QUARTER CORNER IS LOCATED 28.51 FEET NORTH 15°27'46" WEST FROM A FOUND WASATCH COUNTY BRASS CAP REFERENCE MARKER, WHICH QUARTER CORNER IS ALSO LOCATED 2,660.72 FEET NORTH 89°46'25" EAST FROM A FOUND WASATCH COUNTY BRASS CAP MARKING THE LOCATION OF THE NORTHWEST CORNER OF SAID SECTION 6); THENCE SOUTH 00°48'00" WEST 24.87 FEET ALONG THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 89°28'52" WEST 26.89 FEET, MORE OR LESS, TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF 600 WEST STREET, WHICH POINT IS 67.73 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 319+39.97; THENCE NORTH 32°48'24" WEST 41.86 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY OF SAID ENTIRE TRACT, WHICH POINT IS ALSO ON THE EXISTING SOUTHERLY RIGHT OF WAY OF SAID SR-113, WHICH POINT IS 33.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 319+10.50; THENCE SOUTH 78°03'26" EAST (SOUTH 78°02' EAST BY VESTING DEED) 51.03 FEET, MORE OR LESS, ALONG SAID BOUNDARY AND RIGHT OF WAY TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE AND AT THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

LESS AND EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO THE CITY OF HEBER IN THAT WARRANTY DEED RECORDED JUNE 01, 2017 AS ENTRY NO. 438801 IN BOOK 1192 AT PAGE 90, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT, WHICH POINT BY DEED IS 3.20 CHAINS SOUTH AND 70 LINKS EAST AND 26.6 FEET SOUTH 00°48' WEST AND 168.2 FEET SOUTH 78°02' EAST AND 122.3 FEET SOUTH 00°48' WEST FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (WHICH POINT OF BEGINNING BY MEASUREMENT IS 419.36 FEET SOUTH AND 263.88 FEET EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 6, WHICH QUARTER CORNER IS LOCATED 28.51 FEET NORTH 15°27'46" WEST FROM A FOUND WASATCH COUNTY BRASS CAP REFERENCE MARKER, WHICH QUARTER CORNER IS ALSO LOCATED 2,660.72 FEET NORTH 89°46'25" EAST FROM A FOUND WASATCH COUNTY BRASS CAP MARKING THE LOCATION OF THE NORTHWEST CORNER OF SAID SECTION 6); THENCE NORTH 89°12'00" WEST 26.42 FEET, MORE OR LESS,

ALONG THE SOUTHERLY BOUNDARY OF SAID ENTIRE TRACT TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF 600 WEST STREET, WHICH POINT IS 158.16 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER STATION 319+59.26; THENCE NORTH 00°31'08" EAST 97.36 FEET ALONG SAID RIGHT OF WAY TO A POINT WHICH IS 67.73 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER STATION 319+39.97; THENCE SOUTH 89°28'52" EAST 26.89 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE SOUTH 00°48'00" WEST 97.49 FEET, MORE OR LESS, ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE AND AT THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

Exhibit B: Conceptual Site Plan





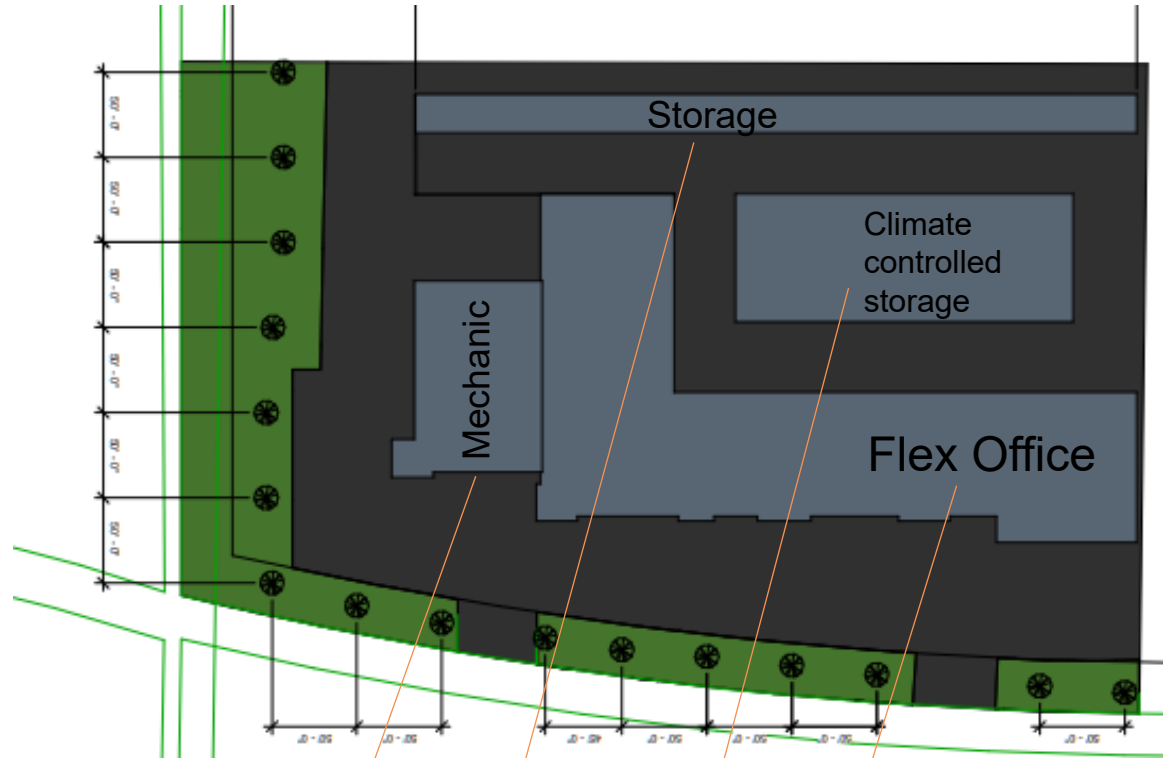
Kitchen MDA

February 20, 2024

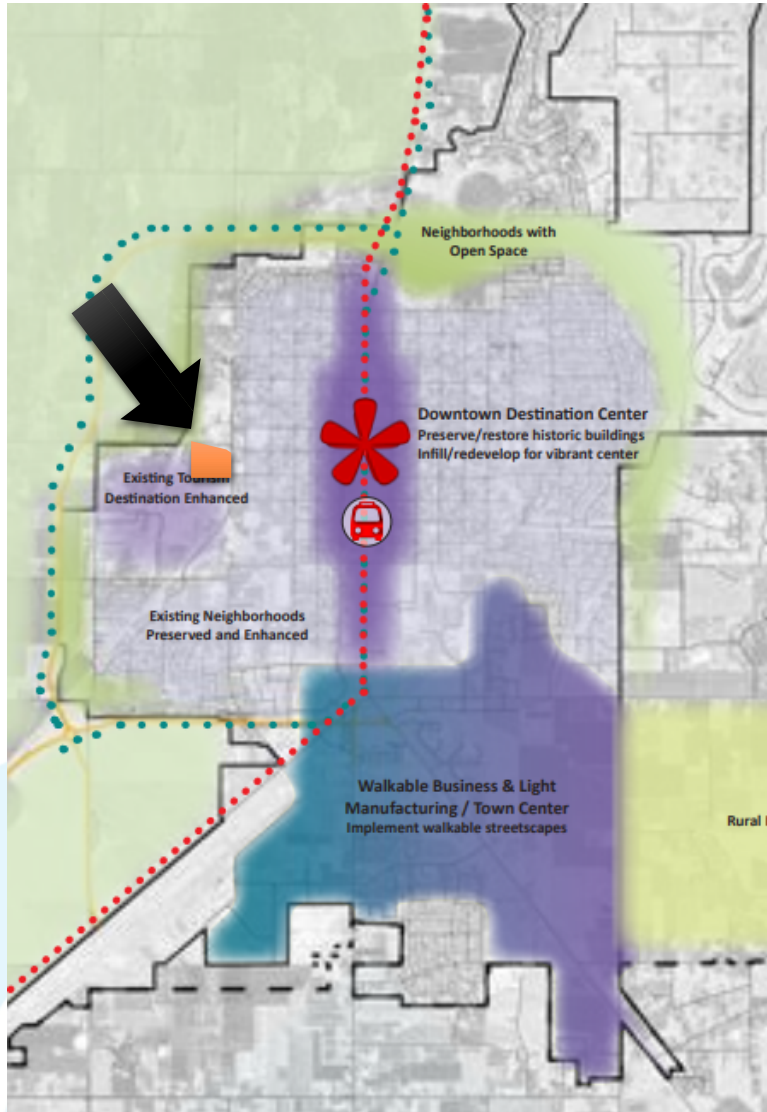
Project Details

- **Current-Proposed Zoning:** I-1 Industrial
- **Acres:** 4.28 acres
- **Permitted Uses:** Storage, Manufacturing, Retail
- **Approval Status:** Commercial Site Plan Concept
- **Approved Uses:**
 - 86,900 SF storage units
 - 1,100 SF office
 - 10,000 SF Mechanic Shop
 - 8,000 SF Flex Space.
- **Approval Expiration:** September 8, 2025

Development Concept



Envision Heber 2050



Tourism/Recreation (TR)

- **Vision:** Recreation and tourism-oriented uses with an old west flavor.
- **Challenge:** Permitted industrial uses in current I-1 Zone are incompatible with new vision.

Agreement Update

- The update would extend the Commercial Concept Approval from September 8, 2025 to September 8, 2027.
- Other provisions would likely stay the same.

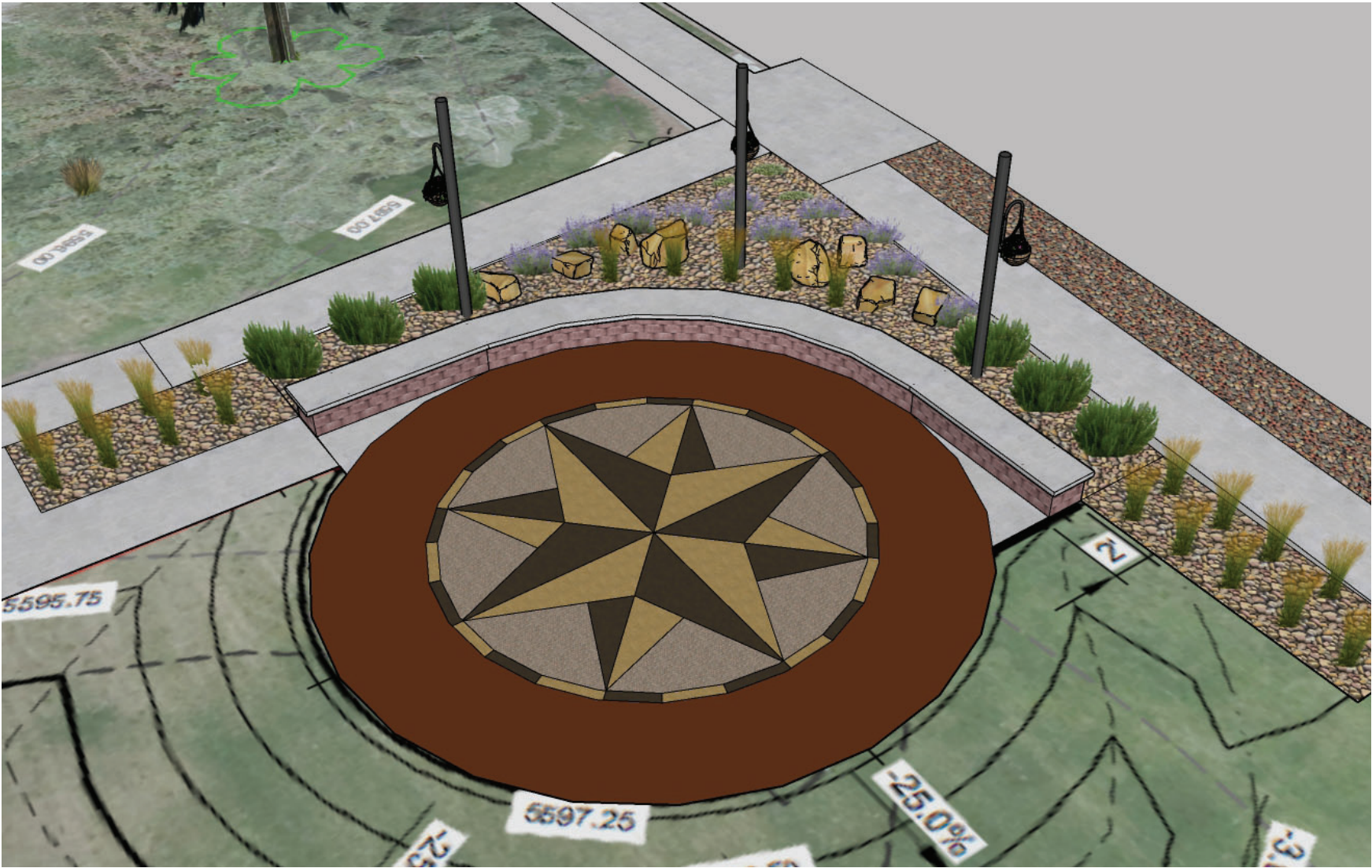
Conclusion & Recommendations

- Allows additional time to negotiate development patterns
- Promotes the City's Plan for the Recreation and Tourism Area

Policy Questions

- Does Council support the Petitioner and Staff proceeding with the process for extending the site plan expiration date?

CONCEPT A (Edited) - FORMAL THEME



EXAMPLE IMAGES



Hanging garden baskets



Plants arranged in formal rows or groups



City Hall Fountain Landscape
30 January 2024



THE
Heber
Valley **UTAH**



ANNUAL REPORT



Heber Valley Tourism, Economic Development & Chamber of Commerce

Our mission is to promote tourism, connect businesses, and unite our community.



OUR BUDGET



REVENUES

- **INTERLOCAL AGREEMENT**
\$75,000
- **TRANSIENT ROOM TAX**
\$1,875,000
- **OTHER REVENUE**
\$000
- **GRANTS**
\$450,000
- **CHAMBER**
\$175,000

\$2,575,000



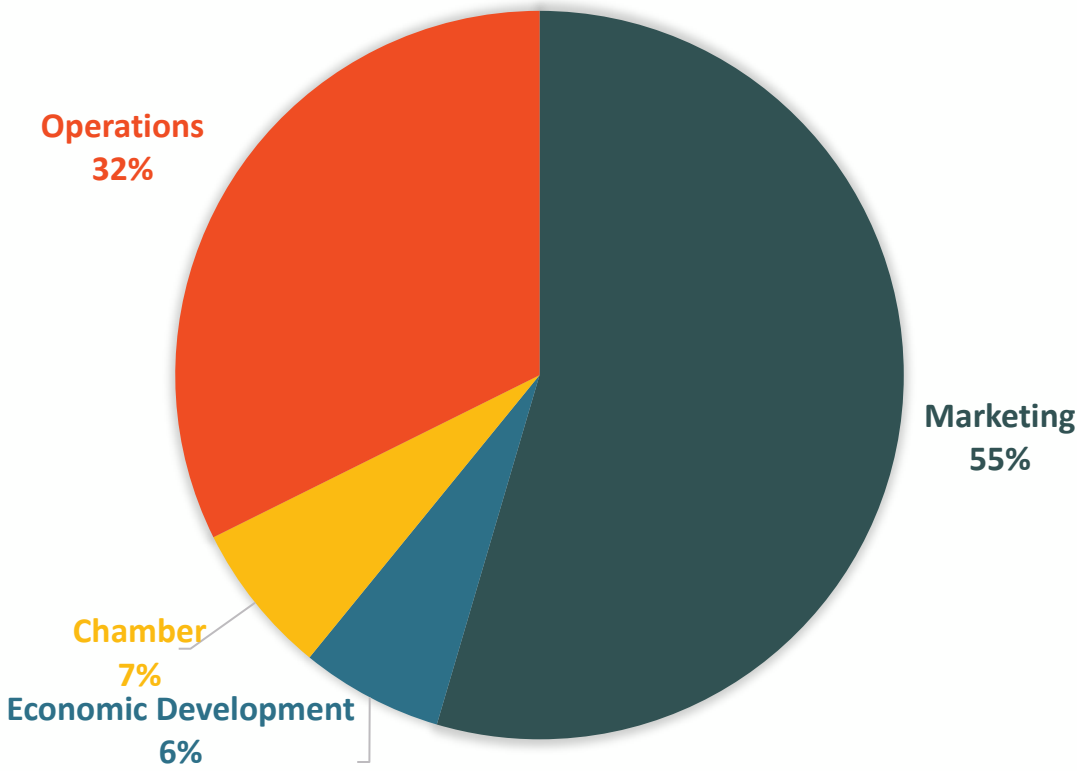
EXPENDITURES

- **ECONOMIC DEVELOPMENT**
\$250,000
- **CHAMBER OF COMMERCE**
\$175,000
- **TOURISM PROMOTION**
\$1,542,000
- **OPERATIONS AND MAINTENANCE**
\$608,000

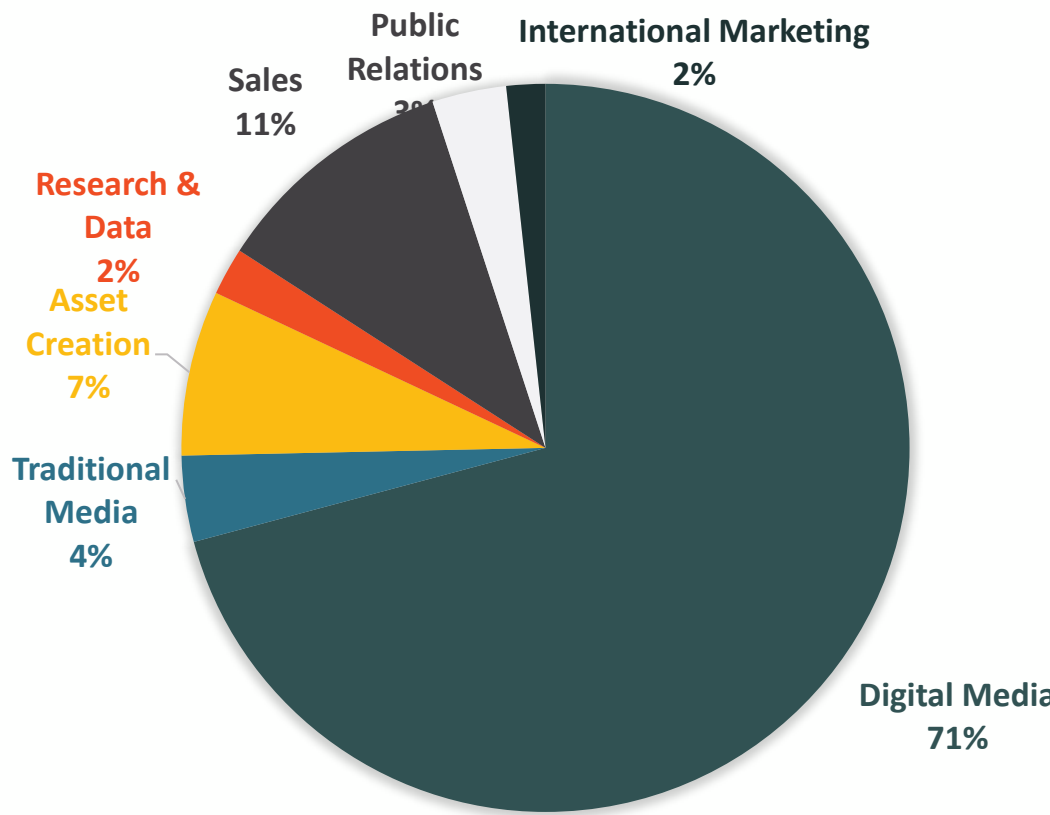
\$2,575,000

2024 Budget Allocation

TOTAL BUDGET



MARKETING BUDGET



The place to GO

Tourism Marketing Grant Application 2024

Requested \$86,500

Awarded \$70,000



	Average	Total Ask	% Total	Rounded	Awarded
Utah High School Rodeo Finals	84.80	\$5,000.00	\$4,240.00	\$4,500.00	\$4,500.00
Sheepdog	81.50	\$15,000.00	\$12,225.00	\$15,000.00	\$15,000.00
UBRA Futurity	84.60	\$3,800.00	\$3,214.80	\$3,500.00	\$3,500.00
Park City Sailing Fall Regatta	44.20	\$200.00	\$88.40	\$200.00	\$200.00
IBU Biathlon - World Cup	82.83	\$15,000.00	\$12,425.00	\$15,000.00	\$15,000.00
Red, White, and Blue Festival	76.83	\$18,000.00	\$13,830.00	\$7,000.00	\$7,000.00
Pow Wow	67.67	\$7,000.00	\$4,736.67	\$5,000.00	\$5,000.00
Heber Valley Horse Sales	80.17	\$7,500.00	\$6,012.50	\$7,500.00	\$7,500.00
Make it Reign	56.40	\$3,500.00	\$1,974.00	\$800.00	\$800.00
Pan-American Mountain Bike Championships	82.67	\$2,000.00	\$1,653.33	\$2,000.00	\$2,000.00
Fiddler on the Roof	75.67	\$1,000.00	\$756.67	\$1,500.00	\$1,500.00
Fairy Tale Christmas	84.33	\$2,000.00	\$1,686.67	\$3,000.00	\$3,000.00
Simple Treasures Boutique	74.67	\$6,500.00	\$4,853.33	\$5,000.00	\$5,000.00
Totals		\$86,500.00	\$67,696.37	\$70,000.00	\$70,000.00

IMPACT & BENEFIT

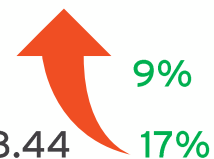


Gohebervalley.com Performance Report

SITE TRAFFIC

SESSIONS: 696,130

ENGAGEMENT RATE: 88.44



The place to GO



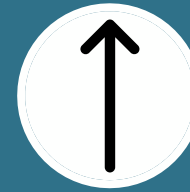
RIP PLANNER

Restaurant Tax Collection

2023



\$1,193,122*



12% Increase YOY



69% Increase over 2019



8.7% Increase Statewide YOY*

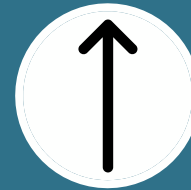
* Data provided by Utah Office of Tourism and Estimated

Room Tax Collection

2023



\$3,969,800



3% INCREASE YOY



64% INCREASE OVER 2019

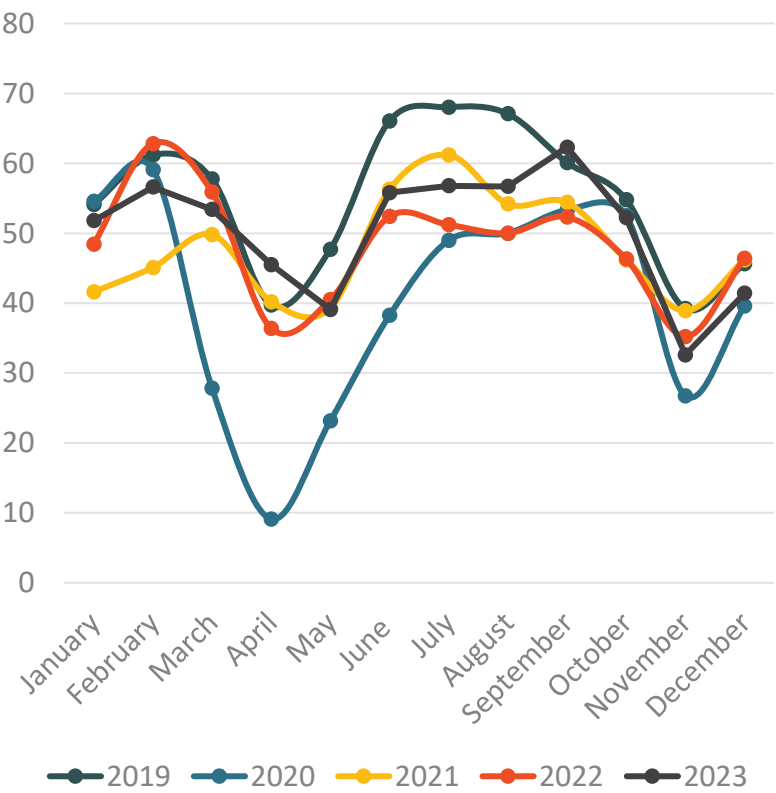


5.2% Increase Statewide YOY*

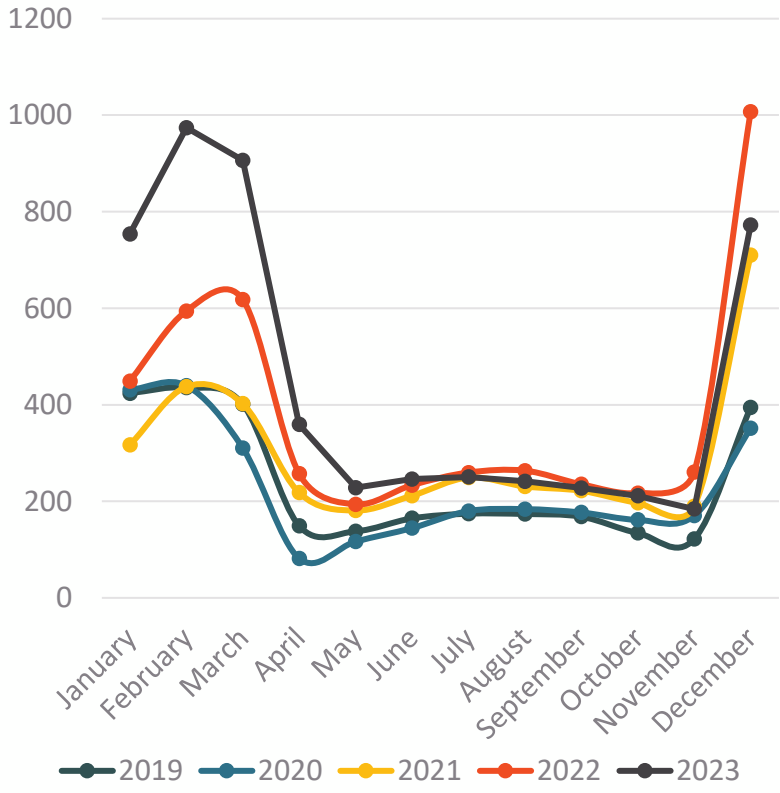
* Data provided by Utah Office of Tourism and Estimated

Data Comparison

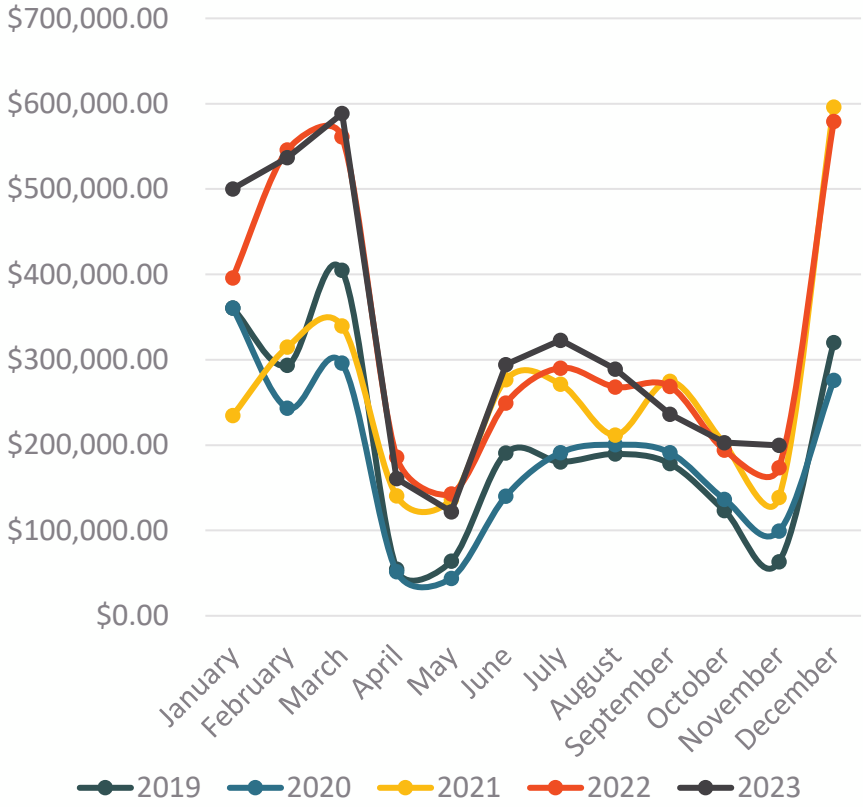
Occupancy Rate



Average Daily Room Rate

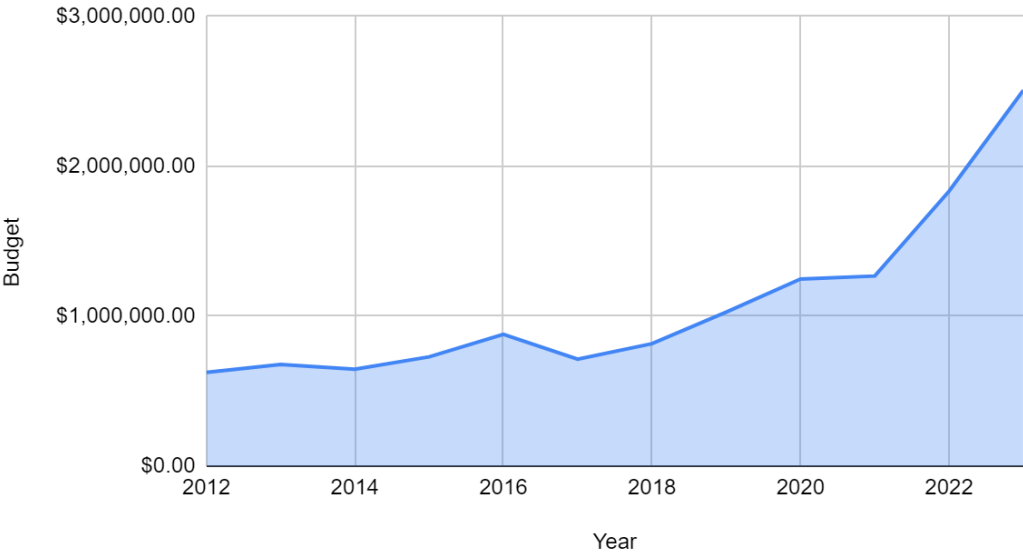


Transient Room Tax

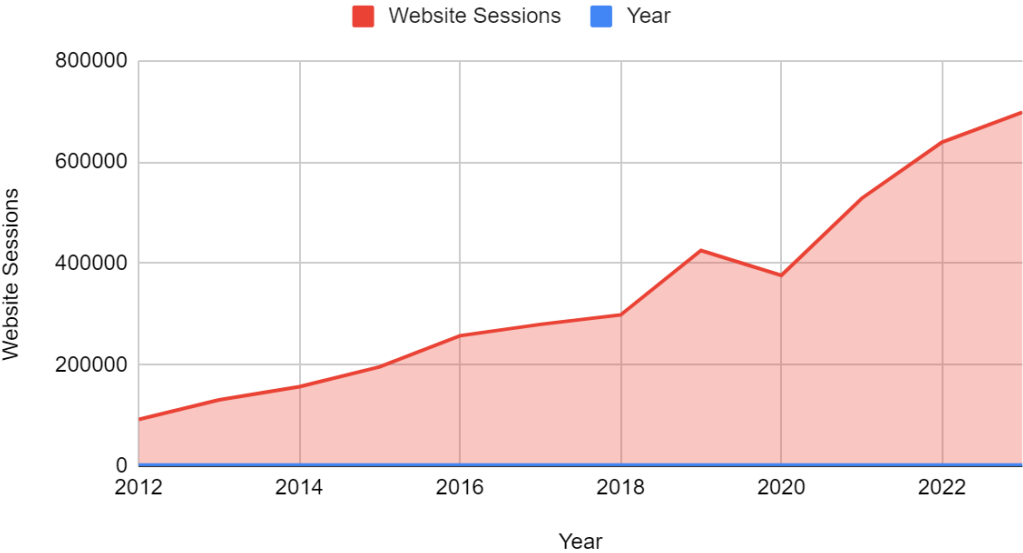


Budget Increase vs. Website Visitation

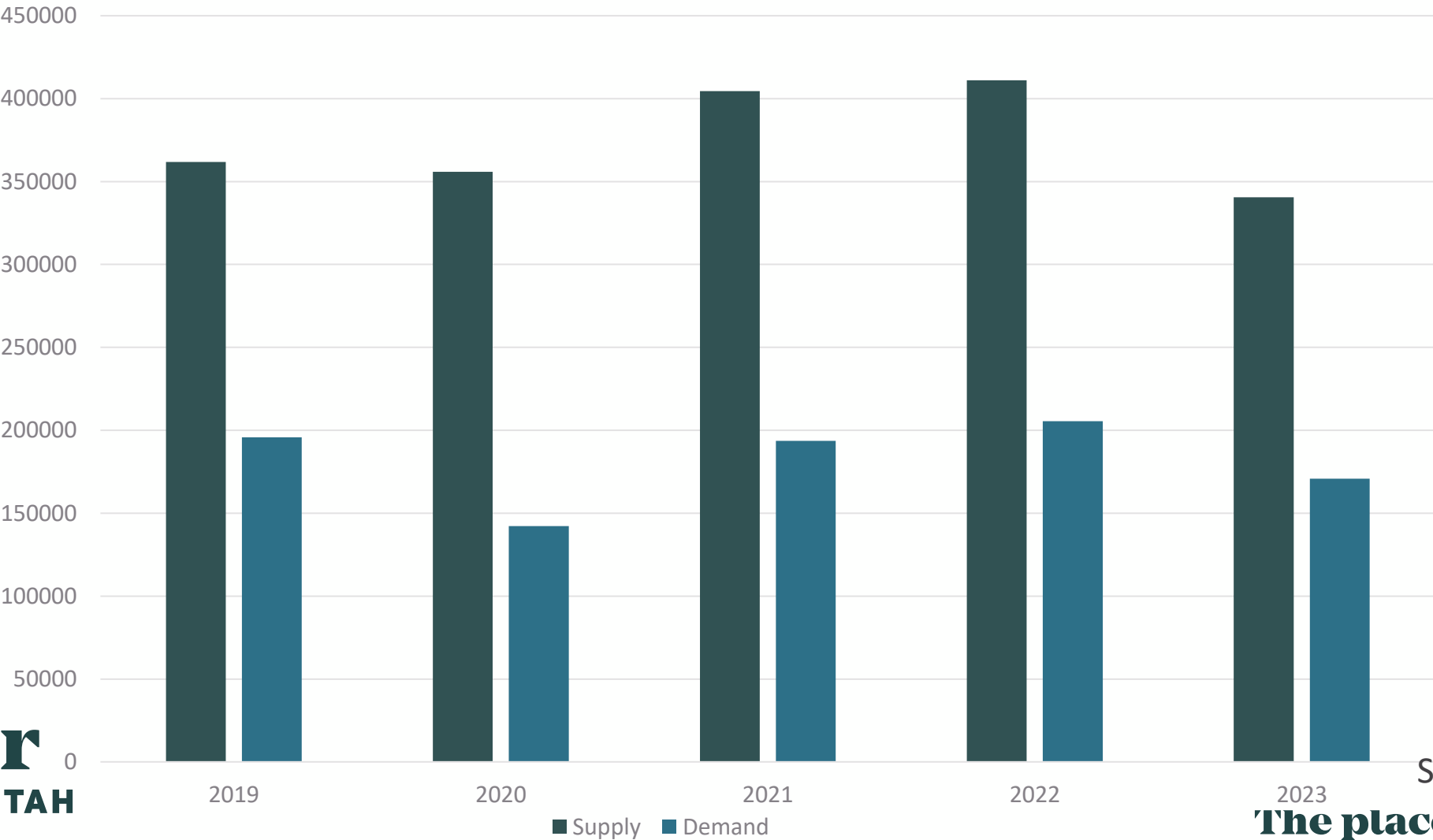
Budget vs. Year



Website Sessions vs. Year



Supply & Demand



Economic Impact



- \$178.7 Million Direct Spend



- 1,764 Tourism Related Jobs



- 38.5% Local Sales Tax Revenue



- \$33.7 Million Visitor-Generated Share of Local Sales Tax Revenue

Infrastructure Development



Culture

Heritage Preservation





Culture

Cultural Exchange

Community Development

- **Community Projects**
- **\$2.6 million P&R**
- **\$300K to SAR**
- **Savings of \$290 per household**



Community Development

- Community Projects

HEBER RAILYARD

Perspective - 5



Small Business Growth



"Tourism triples our business. We are 3x busier in the summer and winter than spring or fall." – John Platt, Owner of Midway Mercantile

"Tourism drives a majority of the foot traffic into both of my retail locations... I was surprised by the amount of tourists compared to locals... I based much of my business plan [for Kringles] around our tourism industry." Jenn Wheatly, Owner of Spruce and Kringles



The place to GO

What About Our Residents?

Resident Opinion Survey 2022

Wasatch County Residents' Opinions on
Tourism. Conducted by Kem C. Gardner
Policy Institute at the University of
Utah.

[Full Report Link](#)



The place to GO

The Bad

- 56% **Some/Many/All** Places in our area where the number of visitors is more than we are able to accommodate.
- 63% **Disagree** their area would be a dull place if visitors did not come.
- 66% **Agree**, in our area, our way of life has changed to suit visitors.
- 71% **Agree**, Tourism has made my community an unaffordable place for many to live.

The Good

- 1 in 4 respondents have any household income dependent on tourism.
- 70% - Tourism supports businesses in my community that are valuable to me.
- 40% Quality of life has improved because of tourism. 28% neutral.
- 78% Tourism positively affects our community's reputation.
- 80% Tourism positively affects recreational opportunities and the quality therein.
- 55% agree - the positive effects of tourism outweigh the negative. 28% are neutral.

CHAMBER OF COMMERCE



Chamber by the Numbers



20 Ribbon Cuttings in 2023



320 Total Chamber Members



70 New Chamber Members in 2023



\$51,000 Funds from Sponsorship Packages



1,100 Total Attendees at the Ask Heber Community Expo



\$4,205 Total Proceeds Earned at the Golf Tournament



144 Golfers at the Tournament



\$1,002 Total Proceeds Donated from the Heber Valley Main-to-Main Run



226 Runners at the Race



300 Attendees at the Gala

ECONOMIC DEVELOPMENT



Community Development

- **Community Projects**
 - **Heber City Downtown**
 - CRA
 - Downtown Plaza
 - **Midway City Downtown**
 - Parking Lot



Wasatch Works

- **Scholarship Program**
 - **600 hrs**
 - **3.0 GPA**
 - **Accepted to college or trade school**
 - **\$2,000 Scholarship**



WASATCH WORKS SCHOLARSHIP DONATIONS

Wasatch Works was created by [Heber Valley Tourism & Economic Development](#) with support from the [Governor's Office of Economic Opportunity](#) to help encourage youth to participate in the workforce by creating a scholarship opportunity for working students. Students who meet the requirements for this scholarship can earn up to \$2,000 to go towards any accredited post-secondary education or training program. Funds will be managed and distributed by the [Wasatch Education Foundation](#), a 501(c)3 charitable organization that supports students, teachers and staff of Wasatch County School District.

To be eligible for this scholarship, students must show proof of the following:

- Maintain a 3.00 GPA
- Be accepted to an accredited post-secondary education or training program
- 600 hours of work experience within a 24-month period at a Wasatch County business(es)

The place to GO

TOURISM MATTERS



QUESTIONS/COMMENTS



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Reallocation of PTIF Funds
RESPONSIBLE: Benjamin Sehy, Meeder Public Funds Inc
DEPARTMENT: Finance
STRATEGIC RELEVANCE:

SUMMARY

The City's new investment advisors, Meeder Public Funds (Meeder), will present an overview of the firm and recommendations for asset allocation.

RECOMMENDATION

Staff recommends Council to consider Meeder's recommendations for asset allocation and approve the motion to move forward with recommended asset allocation in line with the State's Money Management Act and the cash flow needs of the City.

BACKGROUND

In Spring of 2013, Council approved \$5,000,000 to be invested and managed by Zions Capital Advisors. After an 11-year history with Zions, Staff determined it was prudent to explore other options for investment advisors to ensure the City was receiving the best pricing and service. In fall of 2023, in line with the City's procurement policy, Staff acquired three bids from UMMC qualified municipal investment advisors and selected Meeder Public Funds as the City's new investment advisors based on price, customer service and product quality.

DISCUSSION

FISCAL IMPACT

Investment advisor fees are based on the size of the portfolio. As such, as the City's investment balance increases, asset management fees will also increase with the expectation that the City's long-term investment income will also increase.

CONCLUSION

Staff recommends Council to consider Meeder's recommendations for asset allocation and approve the motion to move forward with recommended asset allocation in line with the State's Money Management Act and the cash flow needs of the City.

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. Meeder Public Funds Presentation
 2. CASH FLOW
 3. MMC Certified Investment Advisers
 4. Money Management Act
-



PUBLIC FUNDS ADVISORY

Customized Investment Portfolios

Prepared for Heber City

PRESENTED BY:
BEN SEHY
DIRECTOR, ADVISORY SERVICES

FEBRUARY 20, 2024



MEEDER
PUBLIC FUNDS

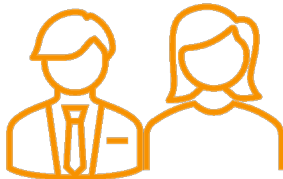
Firm Overview

197

Founded in 1974. SEC Registered Investment Advisor serving public entities since 1990.



Customized solutions for states, counties, cities, schools, townships, libraries, higher education, and special districts.



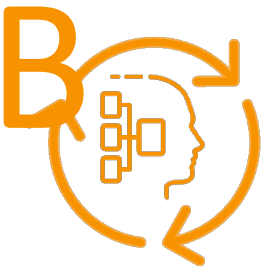
Seasoned Fixed Income Team specializes in working with public entities.



More than 350 public entity clients.

\$48

Over \$48 billion in public funds assets under advisement (12/31/22).



Focus on management of operating and project funds.

Firm Overview

We provide the following services to public entities

Investment Policy Review	The Investment Policy would be reviewed to ensure it is in line with state law.
Cash Flow Analysis/Modeling	Throughout the year we will help you monitor your cash flows to determine the proper amount to have invested compared to liquid in cash.
Investment Strategy	You will have access to our professional investment team that will strategically formulate a custom investment plan to meet your needs as well as the ever-changing interest rate environment.
Execution of Trades	We utilize our purchasing power and expansive broker network to ensure best price execution.
Monthly Reporting and Review	We provide consolidated reporting of your assets, including transactions summaries, monthly and quarterly reports, and custom reports for your board, council, or commissioners to keep everyone up to speed on changes in the portfolio and economy. Additionally, we will provide you with annual GASB reporting to aid you with your year-end processes.
Compliance Monitoring	We have a best-in-class compliance monitoring system. This allows us to build rules for your investment policy, state law, and any additional restrictions placed on the portfolio, allowing us to run both pre- and post-trade compliance monitoring.
Credit Research	Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you apprised of any changes.
Banking and Custody	In the event you would look to establish a new banking or custody relationship, we are here to provide assistance through the process.

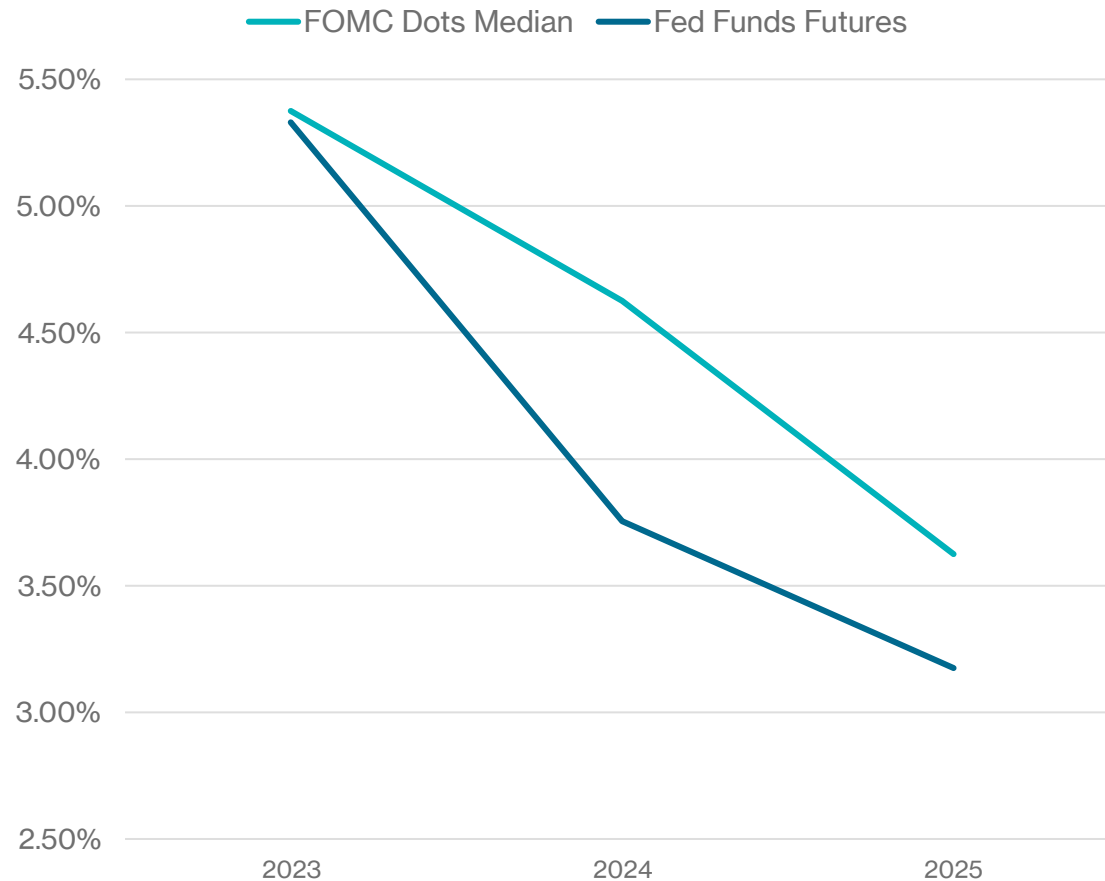


Review and Recommendations

ANALYSIS SPECIFIC TO YOU

Market Expectations

The Most Recent FOMC Meeting Saw A Dovish Pivot



- Chairman Jerome Powell took every opportunity at the December FOMC meeting to signal rate cuts in 2024
- Since the meeting, several FOMC members have stated they expect rate cuts in 2024

Hypothetical Illustration

Value of a long-term plan



Monthly Yield Comparison

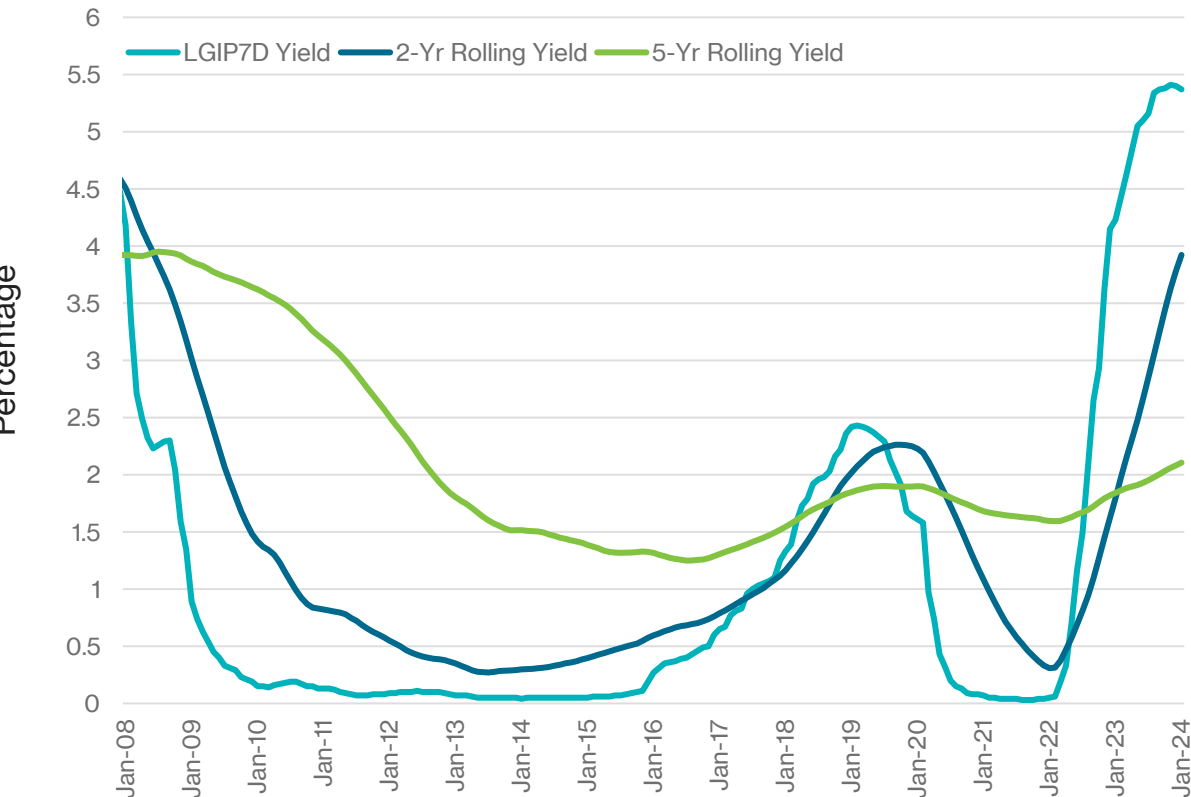
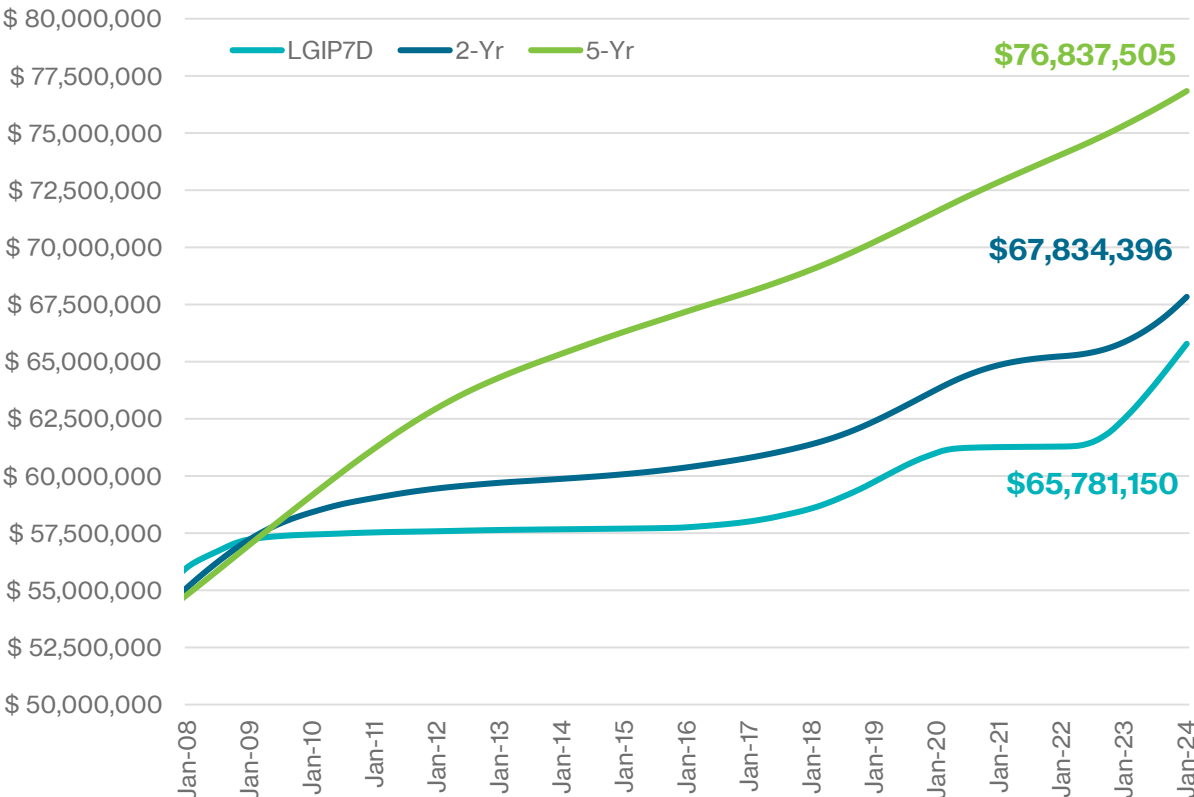


ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS. Charts illustrate the yield and related performance of three sample yield curves over time. Growth of \$50 million chart assumes reinvestment of monthly income. LGIP 7D Yield represents the S&P LGIP Index of rated LGIP programs that maintain a stable net asset value of \$1 per share. The 2 Yr and 5 Yr Rolling Yield figures represent the constant maturity yield on Treasury securities at the indicated maturity derived from the daily yield curve for non-inflation indexed Treasury securities

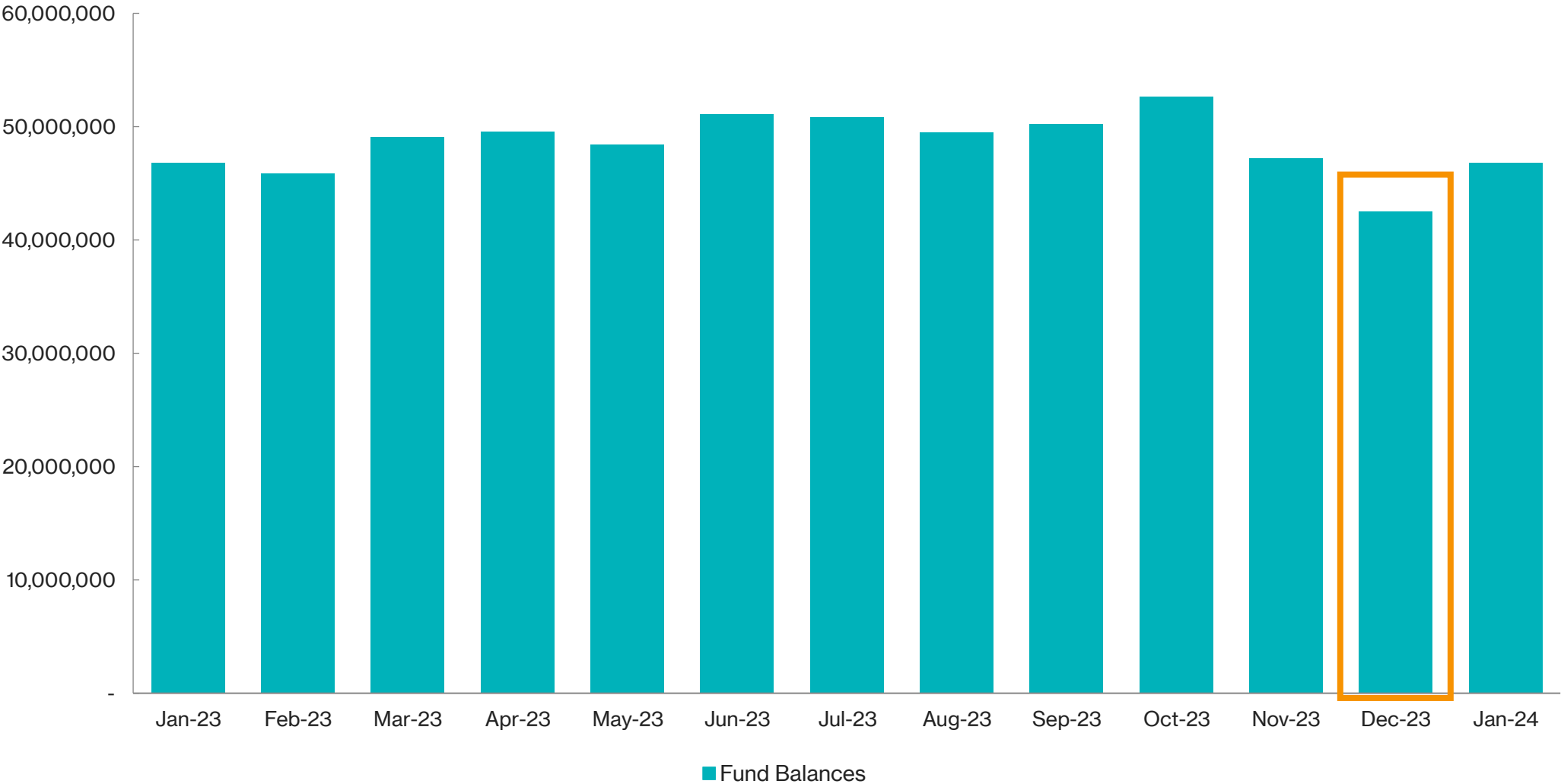
Growth of \$50 million



The hypothetical chart does not project investment income from any investment or portfolio and is intended solely to illustrate that portfolios comprised of longer duration securities will produce more income over time than portfolios utilizing shorter durations over the selected period. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield. Clients cannot invest directly in these indexes and the actual yield for any portfolio invested consistently with the illustration will vary from the hypothetical data shown here. Unmanaged Index returns do not reflect any advisory fees or expenses

CASH FLOW ANALYSIS

Historical Data



Hypothetical Portfolio Illustration

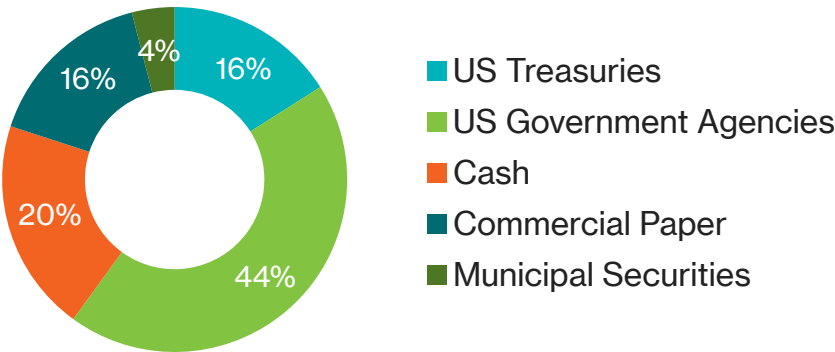
Heber City portfolio as of 2/12/2024

Sample Portfolio

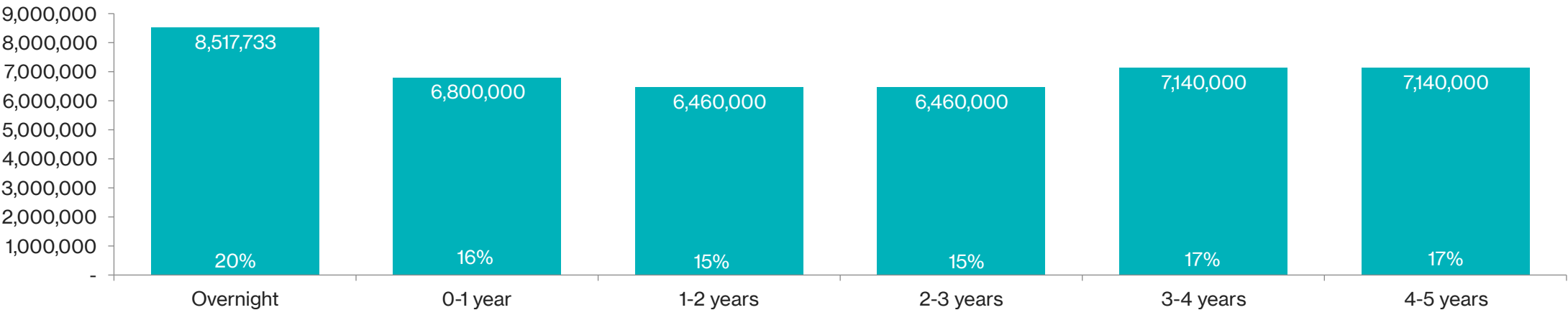
Cash	\$8,517,733
Securities	\$34,000,000
Total Portfolio	\$42,517,733

Weighted Average Maturity 2.07 years

Sample Asset Allocation



Sample Maturity Distribution



PORTFOLIO ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS.

THE PORTFOLIO ILLUSTRATION PROJECTS THE WEIGHTED AVERAGE YIELD OF A HYPOTHETICAL PORTFOLIO INVESTED ON THE DATE SHOWN AND ALLOCATED ACROSS THE INDICATED ASSET CLASSES AND MATURITIES. THE ILLUSTRATION UTILIZES APPROPRIATE INDEXES AND BENCHMARKS TO PROJECT THE AVERAGE WEIGHTED YIELD OF THE ILLUSTRATED PORTFOLIO. CLIENTS INVESTED CONSISTENTLY WITH THE PORTFOLIO MAY HAVE EXPERIENCED INVESTMENT RESULTS MATERIALLY DIFFERENT FROM THOSE PORTRAYED IN THE ILLUSTRATION. ACTUAL YIELD FOR ANY PORTFOLIO INVESTED IN ACCORDANCE WITH THE ILLUSTRATION WILL VARY FROM THE HYPOTHETICAL DATA SHOWN HERE. NET INCOME REPRESENTS NET PROJECTED INCOME REDUCED BY THE PROPOSED INVESTMENT ADVISORY FEE OF 0.10% ON THE FIRST \$25 MILLION UNDER MANAGEMENT AND 0.08% ON THE NEXT \$25 MILLION.

Disclosures



PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.

Opinions and forecasts regarding markets, securities, products, portfolios or holdings are given as of the date provided and are subject to change at any time. No offer to sell, solicitation, or recommendation of any security or investment product is intended. Certain information and data has been supplied by unaffiliated third-parties as indicated. Although Meeder believes the information is reliable, it cannot warrant the accuracy, timeliness or suitability of the information or materials offered by third-parties.

Net interest income is illustrated net of investment advisory fees proposed for the assets under management. Fees are illustrated at the rate of 0.10% for the first \$25,000,000 under management, and 0.08% for sums over \$25,000,000. Investment advisory fees do not include custody fees.

Estimates and illustrations of expected yield for illustrated portfolios is hypothetical in nature, does not reflect actual investment results, and does not guarantee future returns. Hypothetical illustrations are offered to illustrate the yield expected from classes of securities and do not reflect actual securities available for investment. Estimates of current yield are generated from indexes and other information deemed by the adviser to provide a reliable estimate of the current yield available from investments in that asset class. Securities indices are unmanaged and investments cannot be made directly in an index. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield.

Investment advisory services provided by Meeder Public Funds, Inc.

Meeder Public Funds

6125 Memorial Drive
Dublin, OH 43017

901 Mopac Expressway
South, Building 1, Suite
300, Austin, Texas 78746

120 North Washington
Square, Suite 300,
Lansing, Michigan, 48933

111 West Ocean Blvd., 4th
Floor Long Beach, CA
90802

222 Main Street, 5th
Floor, Salt Lake City, UT
84101

10655 Park Run Drive,
Suite 120, Las Vegas, NV
89144

meederpublicfunds.com
866.633.3371



M E E D E R

PUBLIC FUNDS

MeederPublicFunds.com

Cash Balances	Jan-23	Feb-23	Mar-23	Apr-23
Zions Checking 1116	(197,110.10)	(580,226.64)	(507,598.00)	(229,935.00)
Sweep 1119	3,019,932.26	2,600,112.66	2,331,997.00	2,547,559.00
Zions Court Checking 1117	300.00	460.00	260.00	-
Payroll Checking 1118	(316.23)	(611.08)	(250.00)	(150.00)
Zions PTIF 1112	5,582,292.00	5,621,909.00	5,637,254.00	5,672,109.00
US Bank 2003 1119	10,757,487.00	10,862,673.71	9,306,342.00	9,411,525.00
US Bank 2000	-	-	-	-
PTIF 0195 1121	37,806,255.00	37,156,812.12	40,082,725.00	41,025,563.00
PTIF 6157 1125	2,868,819.00	2,879,240.00	2,273,937.00	2,283,208.00
PTIF 6158 1124	9,204,324.00	9,227,223.00	9,246,802.00	9,266,177.00
PTIF 6506	-	-	-	-
PTIF 9058	-	-	-	-
Xpress 1199	647,537.00	1,074,753.00	1,551,286.00	587,603.00
Court Credit Cards 1175	(27,749.00)	(27,820.00)	(27,040.00)	(27,463.00)
Checking WF 1111	(142.00)	(142.00)	(142.41)	(142.42)
Undeposited payments	45,931.70	50,665.00	54,855.98	76,091.00
	69,707,560.63	68,865,048.77	69,950,428.57	70,612,144.58

May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
(814,376.00)	(71,479.00)	(1,836,734.00)	(2,795,802.26)	(669,306.00)	(109,024.00)
3,088,421.00	2,358,904.00	2,553,810.00	2,018,998.00	2,947,734.00	1,677,453.00
-	399.00	-	285.00	475.00	400.00
(311.08)	(350.00)	(550.00)	(810.39)	(5,001.64)	(317.00)
5,683,643.00	5,685,425.00	5,709,468.00	5,724,973.00	5,749,032.00	5,775,990.00
8,906,203.00	8,472,557.00	8,417,525.00	7,514,335.00	6,712,932.00	6,746,933.00
-	-	156,651.00	222,284.20	288,209.00	654,470.00
40,441,860.00	43,115,058.00	43,969,877.00	44,091,017.00	42,076,674.00	44,703,500.00
2,292,603.00	1,983,732.00	1,992,171.00	2,000,929.00	1,167,864.00	763,064.00
9,285,809.00	9,303,819.00	4,160,185.00	4,178,474.00	2,837,625.00	1,183,235.00
-	-	-	-	8,147,267.00	8,183,633.00
-	-	5,051,722.00	8,110,748.00	5,096,776.00	5,119,527.00
42,730.00	37,951.00	527,796.00	538,099.00	194,650.00	701,853.00
(27,189.00)	(26,307.00)	(82,746.00)	(85,423.00)	(87,683.00)	(92,251.00)
142.00	(142.00)	(3,442.43)	(3,442.00)	(3,442.00)	(3,442.00)
60,989.00	63,429.00	61,831.00	65,146.00	67,836.00	89,904.00
68,960,523.92	70,922,996.00	70,677,563.57	71,579,810.55	74,521,641.36	75,394,928.00

Nov-23	Dec-23	Jan-24
(923,090.49)	(104,538.00)	(197,110.00)
2,944,567.00	4,195,893.00	3,019,932.00
1,429.00	1,016.00	300.00
(150.00)	(175,314.00)	(316.23)
5,797,512.00	5,844,557.00	5,582,292.00
6,780,543.00	6,811,833.00	10,757,487.00
235,579.00	302,473.00	-
39,197,831.00	32,490,980.00	37,806,255.00
766,585.00	770,042.00	2,868,819.00
1,188,695.00	1,194,057.00	9,204,324.00
8,221,398.00	8,258,578.00	-
5,143,151.00	5,166,348.00	-
301,546.00	376,139.00	647,537.00
(99,966.00)	(106,542.00)	(27,749.00)
(3,442.00)	(3,442.00)	(142.00)
90,530.00	86,135.00	45,931.00
69,642,717.51	65,108,215.00	69,707,559.77

Cash Balances	Jan-23	Feb-23	Mar-23	Apr-23
Zions Checking 1116	(197,110.10)	(580,226.64)	(507,598.00)	(229,935.00)
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PTIF 0195 1121	37,806,255.00	37,156,812.12	40,082,725.00	41,025,563.00
Xpress 1199	647,537.00	1,074,753.00	1,551,286.00	587,603.00
Court Credit Cards 1175	(27,749.00)	(27,820.00)	(27,040.00)	(27,463.00)
Checking WF 1111	(142.00)	(142.00)	(142.41)	(142.42)
	46,830,698.93	45,844,787.06	49,068,231.59	49,575,143.58

May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
(814,376.00)	(71,479.00)	(1,836,734.00)	(2,795,802.26)	(669,306.00)	(109,024.00)
3,088,421.00	2,358,904.00	2,553,810.00	2,018,998.00	2,947,734.00	1,677,453.00
(311.08)	(350.00)	(550.00)	(810.39)	(5,001.64)	(317.00)
5,683,643.00	5,685,425.00	5,709,468.00	5,724,973.00	5,749,032.00	5,775,990.00
40,441,860.00	43,115,058.00	43,969,877.00	44,091,017.00	42,076,674.00	44,703,500.00
42,730.00	37,951.00	527,796.00	538,099.00	194,650.00	701,853.00
(27,189.00)	(26,307.00)	(82,746.00)	(85,423.00)	(87,683.00)	(92,251.00)
142.00	(142.00)	(3,442.43)	(3,442.00)	(3,442.00)	(3,442.00)
48,414,919.92	51,099,060.00	50,837,478.57	49,487,609.35	50,202,657.36	52,653,762.00

Nov-23	Dec-23	Jan-24
(923,090.49)	(104,538.00)	(197,110.00)
2,944,567.00	4,195,893.00	3,019,932.00
(150.00)	(175,314.00)	(316.23)
5,797,512.00	5,844,557.00	5,582,292.00
39,197,831.00	32,490,980.00	37,806,255.00
301,546.00	376,139.00	647,537.00
(99,966.00)	(106,542.00)	(27,749.00)
(3,442.00)	(3,442.00)	(142.00)
47,214,807.51	42,517,733.00	46,830,698.77

Utah Money Management Council

350 N STATE STREET, SUITE 180
PO BOX 142315
SALT LAKE CITY, UTAH 84114-2315
TEL: (801) 538-1883
FAX: (801) 538-1465



January 1, 2024

TO: PUBLIC TREASURERS Page 1 of 2 Pages

The Commissioner of Financial Institutions (DFI) has certified the following depository institutions to be QUALIFIED DEPOSITORIES eligible to receive UNINSURED public funds in the amounts shown, for the calendar quarter beginning January 1, 2024 and ending March 31, 2024. However, DFI has stated that the only assurance a public treasurer has to prevent loss of public funds is to keep deposits under the FDIC or NCUA insurance amounts at any one qualified depository. If you place more than the insured amount at any qualified depository, you should perform your due diligence on that depository. This list supersedes the list dated October 1, 2023.

CHANGES

Additions: None. **Deletions:** None. **Name Changes:** None. **Changes of note:** None. Other institutions allotments are up or down due to changes in Utah deposits. **** Please check your financial institution's allotment. You as a public treasurer are responsible for making sure that your deposits into qualified depositories meet the criteria of the Act. If you are depositing funds over the maximum allotment in any one financial institution you could be subject to penalties under 51-7-22. Please monitor your deposits.**

!!NOTE!!

All of the financial institutions on this list are required to pay public entities on a **360 day basis** on CD's issued for \$100,000 and over. You should make your institution aware of this when purchasing CD's.

MAXIMUM AMOUNT** OF UNINSURED PUBLIC FUNDS ALLOWED PER INSTITUTION

QUALIFIED DEPOSITORY

America First Credit Union	3,041,886,000
Ascent Credit Union	22,574,000
BMO Harris Bank NA dba Bank of the West	475,146,000
Bank of Utah	553,724,000
Brighton Bank	51,150,000
Cache Valley Bank	471,321,000
Capital Community Bank	177,438,000
Central Bank	388,169,000
Chartway Federal Credit Union	77,494,000
Continental Bank	46,004,000
Cyprus Credit Union	280,704,000
Desert Rivers Credit Union	9,386,000
DesertView Federal Credit Union	8,016,000
D L Evans Bank	12,100,000
Eastern Utah Community Credit Union	34,910,000
Education First Credit Union	4,803,000
First Utah Bank	103,019,000
Fortis Private Bank	6,670,000
Glacier Bank dba First Community Bank, Alta Bank	613,203,000

K. Wayne Cushing, Chair
Salt Lake County
2001 South State Street N1-200
Salt Lake City, Utah 84114
Phone (385)-468-8305
kwcushing@slco.org

Corrie Forsling
Summit County
60 North Main Street
Coalville, Utah 84017
Phone (435)-336-3267
cforsling@summitcounty.org

Scott Burnett, Vice Chair
Zions Capital Advisors
One S Main, 12th Floor
Salt Lake City, UT 84133
Phone (801)-844-7740
scott.burnett@zionsbancorp.com

Mark W. Packard
Central Bank
75 N. University Ave.
Provo, UT 84601
Phone (801)-655-2153
packardm@cbutah.com

QUALIFIED DEPOSITORY

Goldenwest Federal Credit Union	562,031,000
Grand Valley Bank	57,476,000
Granite Credit Union	126,642,000
Green Dot Bank dba Bonneville Bank	613,203,000
Holladay Bank & Trust	16,535,000
Home Savings Bank	28,100,000
Jordan Federal Credit Union	33,610,000
JP Morgan Chase Bank	4,124,521,000
Key Bank NA	612,840,000
Kings Peak Credit Union	5,799,000
Mountain America Federal Credit Union	2,491,892,000
NBH Bank	92,279,000
Nebo Credit Union	23,011,000
Prime Alliance Bank	109,293,000
San Juan Credit Union	3,730,000
State Bank of Southern Utah	367,257,000
US Bank NA	554,091,000
Utah Community Credit Union	410,126,000
Utah First Federal Credit Union	132,611,000
Utah Heritage Credit Union	20,510,000
Utah Independent Bank	51,398,000
Wasatch Peaks Credit Union	69,224,000
Washington Federal Bank NA	79,894,000
Web Bank	471,122,000
Wells Fargo Bank NA	2,106,242,000
Zions First National Bank	10,863,219,000

** "Maximum Amount" means the amount of deposits in excess of the federal deposit insurance limit.
Depositories showing a "-0-"maximum amount may only accept insured deposits of public funds.

Utah Money Management Council

350 N STATE STREET, SUITE 180
PO BOX 142315
SALT LAKE CITY, UTAH 84114-2315
TEL: (801) 538-1883
FAX: (801) 538-1465



January 1, 2024

To: Public Treasurers

Subject: Certified Investment Advisers

Page 1 of 2

Following is the list of Certified Investment Advisers for the quarter beginning January 1, 2024 through March 31, 2024. This list supersedes the list dated October 1, 2023.

Transactions involving authorized deposits or investments of public funds may be conducted only through issuers of securities authorized by Section 51-7-11(3), qualified depositories (refer to current list), certified agents of dealers (see list), or the Certified Investment Advisers included in this list. Certified Investment Advisers may now use their own list of brokers to purchase investments for public entity accounts.

Authorized deposits or investments are generally limited to those securities listed in Section 51-7-11(3).

The following are changes from the list dated October 1, 2023. **Name Changes:** None. **Deletions:** FHN Financial Mail Street Advisors, LLC has deleted Gregory Balls. **Additions:** Meeder Public Funds, Inc has added Gregory Balls. New additions are noted on the list below with an "*".

All securities purchased through a certified investment adviser are still required to be delivered to the public treasurer or to the treasurer's safekeeping bank.

Advisers included in this list have met the minimum standards established by Utah Administrative Code, Section R628-15. **Inclusion in the list of certified investment advisers does not constitute an endorsement or recommendation by the Money Management Council or by the Securities Division of the Department of Commerce.** Compliance with the Money Management Act and Rules of the Council continues to be the responsibility of each public treasurer.

Advisory Firm

Alliance Bernstein LP

Investment Representatives

Cameron Cole

Mary Conroy Grasso

Bradley T Gadomski

R Tyler Gatherum

Herbert W Moloney

Joshua Moreland

Edward C O'Conner

Darrel R Turner II

Jonathan Underkofler

Chandler Asset Management Inc

Jayson Schmitt

FHN Financial Main Street Advisors

Tonya L Dazzio

K. Wayne Cushing, Chair
Salt Lake County
2001 South State Street N1-200
Salt Lake City, Utah 84114
Phone (385)-468-8305
kwcushing@slco.org

Corrie Forsling
Summit County
60 North Main Street
Coalville, Utah 84017
Phone (435)-336-3267
cforsling@summitcounty.org

Scott Burnett, Vice Chair
Zions Capital Advisors
One S Main, 12th Floor
Salt Lake City, UT 84133
Phone (801)-844-7740
scott.burnett@zionsbancorp.com

Mark W. Packard
Central Bank
75 N. University Ave.
Provo, UT 84601
Phone (801)-655-2153
packardm@cbutah.com

Advisory Firm

Investment Representatives

FHN Financial Main Street Advisors (Cont'd)

Riley J Littlefield
Richard L Phillips

Meeder Public Funds Inc

*Gregory Balls
John Jason Click
Nick Vaccari
Benjamin Sehy

Moreton Asset Management LLC

Jordan C Hansen
Andrew J Robbins
Daniel V Rusk
Jason M Williams

PFM Asset Management

Christopher Blackwood
Joan Evans
Stefani VonHoltum-Niesent
Benjamin Sapora
Lukas Schneider
Matt Smith

Peterson Wealth Services, Inc

Billy Peterson
Cade Peterson
Shaun Peterson
Margaret Pigg

Soltis Investment Advisors LLC

Kim D Anderson
Cabe Atkinson
Tyler J Finlinson
Christie N Krompel
Brent D Moore
Clark V Taylor
William W Wallace
Tyler K Wilkinson
Shawn S Woods

Wells Fargo Clearing Services LLC

Christopher Ahearn
Daniel H Payne
Timothy Payne
Christopher Soutas

Zions Capital Advisors

Blake Bihm
Scott R Burnett
Peter Kelson
Bruce Snow

*New as of this list.

Chapter 7

State Money Management Act

51-7-1 Short title of chapter.

This chapter shall be known and may be cited as the "State Money Management Act."

Amended by Chapter 285, 1992 General Session

51-7-2 Exemptions from chapter.

- (1) Except as provided in Subsection (2), the following funds are exempt from this chapter:
 - (a) funds invested in accordance with the participating employees' designation or direction pursuant to a public employees' deferred compensation plan established and operated in compliance with Section 457 of the Internal Revenue Code of 1986, as amended;
 - (b) funds of the Utah State Retirement Board;
 - (c) funds of the Utah Housing Corporation;
 - (d) endowment funds of higher education institutions, including funds of the Higher Education Student Success Endowment, created in Section 53B-7-802;
 - (e) permanent and other land grant trust funds established pursuant to the Utah Enabling Act and the Utah Constitution;
 - (f) the State Post-Retirement Benefits Trust Fund;
 - (g) the funds of the Utah Educational Savings Plan;
 - (h) funds of the permanent state trust fund created by and operated under Utah Constitution, Article XXII, Section 4;
 - (i) the funds in the Navajo Trust Fund;
 - (j) the funds in the Radioactive Waste Perpetual Care and Maintenance Account;
 - (k) the funds in the Employers' Reinsurance Fund;
 - (l) the funds in the Uninsured Employers' Fund;
 - (m) the Utah State Developmental Center Long-Term Sustainability Fund, created in Section 26B-1-331;
 - (n) the funds in the Risk Management Fund created in Section 63A-4-201; and
 - (o) the Utah fund of funds created in Section 63N-6-401.
- (2) Except for the funds of the Utah State Retirement Board and the Utah Educational Savings Plan, the funds described in Subsection (1) are not exempt from Subsections 51-7-14(2) and (3).

Amended by Chapter 139, 2023 General Session

Amended by Chapter 242, 2023 General Session

Amended by Chapter 328, 2023 General Session

51-7-3 Definitions.

As used in this chapter:

- (1) "Agent" means "agent" as defined in Section 61-1-13.
- (2) "Certified dealer" means:
 - (a) a primary reporting dealer recognized by the Federal Reserve Bank of New York who is certified by the director as having met the applicable criteria of council rule; or
 - (b) a broker dealer who:
 - (i) has and maintains an office and a resident registered principal in the state;

- (ii) meets the capital requirements established by council rules;
- (iii) meets the requirements for good standing established by council rule; and
- (iv) is certified by the director as meeting quality criteria established by council rule.
- (3) "Certified investment adviser" means a federal covered adviser, as defined in Section 61-1-13, or an investment adviser, as defined in Section 61-1-13, who is certified by the director as having met the applicable criteria of council rule.
- (4) "Commissioner" means the commissioner of financial institutions.
- (5) "Council" means the State Money Management Council created by Section 51-7-16.
- (6) "Covered bond" means a publicly placed debt security issued by a bank, other regulated financial institution, or a subsidiary of either that is secured by a pool of loans that remain on the balance sheet of the issuer or its subsidiary.
- (7) "Director" means the director of the Utah State Division of Securities of the Department of Commerce.
- (8)
 - (a) "Endowment funds" means gifts, devises, or bequests of property of any kind donated to a higher education institution from any source.
 - (b) "Endowment funds" does not mean money used for the general operation of a higher education institution that is received by the higher education institution from:
 - (i) state appropriations;
 - (ii) federal contracts;
 - (iii) federal grants;
 - (iv) private research grants; and
 - (v) tuition and fees collected from students.
- (9) "First tier commercial paper" means commercial paper rated by at least two nationally recognized statistical rating organizations in the highest short-term rating category.
- (10) "Funds functioning as endowments" means funds, regardless of source, whose corpus is intended to be held in perpetuity by formal institutional designation according to the institution's policy for designating those funds.
- (11) "GASB" or "Governmental Accounting Standards Board" means the Governmental Accounting Standards Board that is responsible for accounting standards used by public entities.
- (12) "Hard put" means an unconditional sell-back provision or a redemption provision applicable at issue to a note or bond, allowing holders to sell their holdings back to the issuer or to an equal or higher-rated third party provider at specific intervals and specific prices determined at the time of issuance.
- (13) "Higher education institution" means the institutions specified in Section 53B-1-102.
- (14) "Investment adviser representative" is as defined in Section 61-1-13.
- (15)
 - (a) "Investment agreement" means any written agreement that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate.
 - (b) "Investment agreement" includes any agreement to supply investments on one or more future dates.
- (16) "Local government" means a county, municipality, school district, special district under Title 17B, Limited Purpose Local Government Entities - Special Districts, special service district under Title 17D, Chapter 1, Special Service District Act, or any other political subdivision of the state.
- (17) "Market value" means market value as defined in the Master Repurchase Agreement.
- (18) "Master Repurchase Agreement" means the current standard Master Repurchase Agreement approved by the Public Securities Association or by any successor organization.

- (19) "Maximum amount" means, with respect to qualified depositories, the total amount of:
 - (a) deposits in excess of the federal deposit insurance limit; and
 - (b) nonqualifying repurchase agreements.
- (20) "Money market mutual fund" means an open-end managed investment fund:
 - (a) that complies with the diversification, quality, and maturity requirements of Rule 2a-7 or any successor rule of the Securities and Exchange Commission applicable to money market mutual funds; and
 - (b) that assesses no sales load on the purchase of shares and no contingent deferred sales charge or other similar charges, however designated.
- (21) "Nationally recognized statistical rating organization" means an organization that has been designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission's Division of Market Regulation.
- (22) "Nonqualifying repurchase agreement" means a repurchase agreement evidencing indebtedness of a qualified depository arising from the transfer of obligations of the United States Treasury or other authorized investments to public treasurers that is:
 - (a) evidenced by a safekeeping receipt issued by the qualified depository;
 - (b) included in the depository's maximum amount of public funds; and
 - (c) valued and maintained at market value plus an appropriate margin collateral requirement based upon the term of the agreement and the type of securities acquired.
- (23) "Operating funds" means current balances and other funds that are to be disbursed for operation of the state government or any of its boards, commissions, institutions, departments, divisions, agencies, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body.
- (24) "Permanent funds" means funds whose principal may not be expended, the earnings from which are to be used for purposes designated by law.
- (25) "Permitted depository" means any out-of-state financial institution that meets quality criteria established by rule of the council.
- (26) "Public funds" means money, funds, and accounts, regardless of the source from which the money, funds, and accounts are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body.
- (27)
 - (a) "Public money" means "public funds."
 - (b) "Public money," as used in Article VII, Sec. 15, Utah Constitution, means the same as "state funds."
- (28) "Public treasurer" includes the state treasurer and the official of any state board, commission, institution, department, division, agency, or other similar instrumentality, or of any county, city, school district, charter school, political subdivision, or other public body who has the responsibility for the safekeeping and investment of any public funds.
- (29) "Qualified depository" means a Utah depository institution or an out-of-state depository institution, as those terms are defined in Section 7-1-103, that is authorized to conduct business in this state under Section 7-1-702 or Title 7, Chapter 19, Acquisition of Failing Depository Institutions or Holding Companies, whose deposits are insured by an agency of the federal government and that has been certified by the commissioner of financial institutions as having met the requirements established under this chapter and the rules of the council to be eligible to receive deposits of public funds.

- (30) "Qualifying repurchase agreement" means a repurchase agreement evidencing indebtedness of a financial institution or government securities dealer acting as principal arising from the transfer of obligations of the United States Treasury or other authorized investments to public treasurers only if purchased securities are:
- (a) delivered to the public treasurer's safekeeping agent or custodian as contemplated by Section 7 of the Master Repurchase Agreement; and
 - (b) valued and maintained at market value plus an appropriate margin collateral requirement based upon the term of the agreement and the type of securities acquired.
- (31) "Reciprocal deposits" means deposits that are initially deposited into a qualified depository and are then redeposited through a deposit account registry service:
- (a) in one or more FDIC-insured depository institutions in amounts up to the relevant FDIC-insured deposit limit for a depositor in each depository institution; and
 - (b) in exchange for reciprocal FDIC-insured deposits made through the deposit account registry service to the qualified depository.
- (32) "Securities division" means Utah's Division of Securities created within the Department of Commerce by Section 13-1-2.
- (33) "State funds" means:
- (a) public money raised by operation of law for the support and operation of the state government; and
 - (b) all other money, funds, and accounts, regardless of the source from which the money, funds, or accounts are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities.

Amended by Chapter 16, 2023 General Session

51-7-3.5 State fiscal year.

The fiscal year of the state of Utah shall commence on the first day of July of each year.

Renumbered and Amended by Chapter 382, 2008 General Session

51-7-4 Transfer of functions, powers, and duties relating to public funds to state treasurer -- Exceptions -- Deposit of income from investment of state money.

- (1) Unless otherwise required by the Utah Constitution or applicable federal law, the functions, powers, and duties vested by law in each state officer, board, commission, institution, department, division, agency, or other similar instrumentality relating to the deposit, investment, or reinvestment of public funds, and the purchase, sale, or exchange of investments or securities of, or for, funds or accounts under the control and management of each of these instrumentalities, are transferred to and shall be exercised by the state treasurer, except:
- (a) funds assigned to the Utah State Retirement Board for investment under Section 49-11-302;
 - (b) funds of member institutions of the state system of higher education:
 - (i) acquired by gift, devise, or bequest, or by federal or private contract or grant;
 - (ii) derived from student fees or from income from operations of auxiliary enterprises, which fees and income are pledged or otherwise dedicated to the payment of interest and principal of bonds issued by an institution of higher education;
 - (iii) subject to rules made by the council, under Section 51-7-18, deposited in a foreign depository institution as defined in Section 7-1-103; and

- (iv) other funds that are not included in the institution's work program as approved by the Utah Board of Higher Education;
 - (c) inmate funds as provided in Section 64-13-23 or in Title 64, Chapter 9b, Work Programs for Prisoners;
 - (d) trust funds established by judicial order;
 - (e) funds of the Utah Housing Corporation;
 - (f) endowment funds of higher education institutions; and
 - (g) the funds of the Utah Educational Savings Plan.
- (2) All public funds held or administered by the state or its boards, commissions, institutions, departments, divisions, agencies, or similar instrumentalities and not transferred to the state treasurer as provided by this section shall be:
- (a) deposited and invested by the custodian in accordance with this chapter, unless otherwise required by statute or by applicable federal law; and
 - (b) reported to the state treasurer in a form prescribed by the state treasurer.
- (3) Unless otherwise provided by the constitution or laws of this state or by contractual obligation, the income derived from the investment of state money by the state treasurer shall be deposited into and become part of the General Fund.

Amended by Chapter 365, 2020 General Session

51-7-5 Transfer of public funds not otherwise required to be transferred to state treasurer -- Duties of public treasurers -- Withdrawals of transferred funds.

Any public funds as to which the deposit, investment, or reinvestment is not transferred to the state treasurer by Section 51-7-4, may be transferred to the state treasurer by the public treasurer having responsibility for the control or management of these public funds. Notwithstanding the transfer, the public treasurer shall retain sufficient funds to cover the cash requirements of the body owning or having control or management of these funds and shall continue to be responsible for the proper collection, deposit, and disbursement of these funds in the manner provided by law. The public funds transferred or placed under the control or supervision of the state treasurer under this section are subject to all applicable provisions of this chapter and are under the jurisdiction of the state treasurer until the public treasurer withdraws these public funds from the state treasurer. Withdrawals may be made from time to time on such reasonable notice as the state treasurer may prescribe. The public treasurer may withdraw all or any part of the public funds originally transferred to the state treasurer, subject to any rules as to the maximum amounts which may be withdrawn at any one time as the state treasurer may reasonably prescribe.

Amended by Chapter 44, 1984 General Session

51-7-6 Calculation of shares of participating funds -- Allocations of income to participating funds.

- (1) The share of public funds of each participating public treasurer who has transferred public funds to the state treasurer for investment under Section 51-7-5, including trust funds invested by the state treasurer under this chapter, shall be calculated not less than quarterly.
- (2) Income from investment of these public funds by the state treasurer, including gains or losses from the sale or exchange of investments or other properties, and net of investment fees and other charges assessed according to the schedule established by the state treasurer, shall be allocated to each participating fund on the ratio of each fund's share to the total public funds in

the custody of the state treasurer determined on the basis of the average daily balance of each fund.

Amended by Chapter 66, 1989 General Session

51-7-7 Securities and evidence of deposits and investments -- Custody -- Deposit for safekeeping.

- (1)
 - (a)
 - (i) The public treasurer shall have custody of all securities purchased or held and all evidence of deposits and investments of public funds.
 - (ii) All securities shall be delivered versus payment to the public treasurer or to the treasurer's safekeeping bank.
 - (b) The public treasurer may deposit any of these securities with a bank or trust company to be held in safekeeping by that custodian.
 - (c) The provisions of this section do not apply to securities acquired under a nonqualifying repurchase agreement as defined in Section 51-7-3.
 - (d) The provisions of this section apply to any book-entry-only deposit or security the ownership records of which are maintained with a securities depository, in the Federal Book Entry system authorized by the U.S. Department of Treasury, or in the book-entry records of the issuer, as follows:
 - (i) the direct ownership of the deposit or security by the public treasurer shall be reflected in the book-entry records and represented by a receipt, confirmation, or statement issued to the public treasurer by the custodian of the book-entry system; or
 - (ii) the ownership of the deposit or security by the public treasurer's custodial bank or trust company shall be reflected in the book-entry records and the public treasurer's ownership shall be represented by a receipt, confirmation, or statement issued by the custodial bank or trust company.
- (2) The public treasurer may maintain accounts with money center banks only for the purposes of settling investment transactions, safekeeping, and collecting those investments.

Amended by Chapter 388, 2013 General Session

51-7-8 Separate accounts for funds -- Credit of allocated shares of income and gains or losses.

The state treasurer shall keep for each fund for which investments are made, a separate account, to be designated by name and number, which shall record the individual amounts and the totals of all investments belonging to the fund, and shall credit to each fund not less often than quarterly its allocated share of the income from the investments of pooled funds, and gains or losses from the sale or exchange of pooled investment assets.

Amended by Chapter 44, 1984 General Session

51-7-9 Quarterly reports by state treasurer -- Audit of accounts of state treasurer -- Report of audit -- Employment of investment staff and services.

The state treasurer shall report not less often than quarterly to each participating state officer, board, commission, institution, department, division, agency, or other similar instrumentality, or political subdivision, the activities, investments, and performance of his office during the preceding

period. The accounts of the state treasurer shall be audited annually under the direction of the state auditor. The report of this audit shall be open for inspection by the public in the offices of the state auditor and the state treasurer and a copy of it shall be submitted to the legislature through the Office of the Legislative Fiscal Analyst. The state treasurer is authorized, within the limits of available appropriations, to employ such investment staff and secure such financial, investment, and other technical services he considers necessary to properly carry out his responsibilities under this chapter.

Amended by Chapter 44, 1984 General Session

51-7-11 Authorized deposits or investments of public funds.

- (1)
 - (a) Except as provided in Subsections (1)(b) through (1)(d), a public treasurer shall conduct investment transactions through qualified depositories, certified dealers, or directly with issuers of the investment securities.
 - (b) A public treasurer may designate a certified investment adviser to make trades on behalf of the public treasurer.
 - (c) A public treasurer may make a deposit in accordance with Section 53B-7-601 in a foreign depository institution as defined in Section 7-1-103.
 - (d) The state treasurer is exempt from the requirement to conduct investment transactions through a certified dealer under Subsection (1)(a).
- (2) The remaining term to maturity of the investment may not exceed the period of availability of the funds to be invested.
- (3) Except as provided in Subsection (4), all public funds shall be deposited or invested in the following assets that meet the criteria of Section 51-7-17:
 - (a) negotiable or nonnegotiable deposits of qualified depositories;
 - (b) qualifying or nonqualifying repurchase agreements and reverse repurchase agreements with qualified depositories using collateral consisting of:
 - (i) Government National Mortgage Association mortgage pools;
 - (ii) Federal Home Loan Mortgage Corporation mortgage pools;
 - (iii) Federal National Mortgage Corporation mortgage pools;
 - (iv) Small Business Administration loan pools;
 - (v) Federal Agriculture Mortgage Corporation pools; or
 - (vi) other investments authorized by this section;
 - (c) qualifying repurchase agreements and reverse repurchase agreements with certified dealers, permitted depositories, or qualified depositories using collateral consisting of:
 - (i) Government National Mortgage Association mortgage pools;
 - (ii) Federal Home Loan Mortgage Corporation mortgage pools;
 - (iii) Federal National Mortgage Corporation mortgage pools;
 - (iv) Small Business Administration loan pools; or
 - (v) other investments authorized by this section;
 - (d) commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations, which has a remaining term to maturity of:
 - (i) 270 days or fewer for paper issued under 15 U.S.C. Sec. 77c(a)(3); or
 - (ii) 365 days or fewer for paper issued under 15 U.S.C. Sec. 77d(2);
 - (e) bankers' acceptances that:
 - (i) are eligible for discount at a Federal Reserve bank; and
 - (ii) have a remaining term to maturity of 270 days or fewer;

- (f) fixed rate negotiable deposits issued by a permitted depository that have a remaining term to maturity of 365 days or fewer;
- (g) obligations of the United States Treasury, including United States Treasury bills, United States Treasury notes, and United States Treasury bonds that, unless the funds invested are pledged or otherwise deposited in an irrevocable trust escrow account, have a remaining term to final maturity of:
 - (i) five years or less;
 - (ii) if the funds are invested by an institution of higher education as defined in Section 53B-3-102, a city of the first class, or a county of the first class, 10 years or less; or
 - (iii) if the funds are invested by a public agency insurance mutual, as defined in Subsection 31A-1-103(7)(a), 20 years or less;
- (h) obligations other than mortgage pools and other mortgage derivative products that:
 - (i) are issued by, or fully guaranteed as to principal and interest by, the following agencies or instrumentalities of the United States in which a market is made by a primary reporting government securities dealer, unless the agency or instrumentality has become private and is no longer considered to be a government entity:
 - (A) Federal Farm Credit banks;
 - (B) Federal Home Loan banks;
 - (C) Federal National Mortgage Association;
 - (D) Federal Home Loan Mortgage Corporation;
 - (E) Federal Agriculture Mortgage Corporation; and
 - (F) Tennessee Valley Authority; and
 - (ii) unless the funds invested are pledged or otherwise deposited in an irrevocable trust escrow account, have a remaining term to final maturity of:
 - (A) five years or less;
 - (B) if the funds are invested by an institution of higher education as defined in Section 53B-3-102, a city of the first class, or a county of the first class, 10 years or less; or
 - (C) if the funds are invested by a public agency insurance mutual, as defined in Subsection 31A-1-103(7)(a), 20 years or less;
- (i) fixed rate corporate obligations that:
 - (i) are rated "A" or higher or the equivalent of "A" or higher by two nationally recognized statistical rating organizations;
 - (ii) are senior unsecured or secured obligations of the issuer, excluding covered bonds;
 - (iii) are publicly traded; and
 - (iv) have a remaining term to final maturity of 15 months or less or are subject to a hard put at par value or better, within 365 days;
- (j) tax anticipation notes and general obligation bonds of the state or a county, incorporated city or town, school district, or other political subdivision of the state, including bonds offered on a when-issued basis without regard to the limitations described in Subsection (7) that, unless the funds invested are pledged or otherwise deposited in an irrevocable trust escrow account, have a remaining term to final maturity of:
 - (i) five years or less;
 - (ii) if the funds are invested by an institution of higher education as defined in Section 53B-3-102, a city of the first class, or a county of the first class, 10 years or less; or
 - (iii) if the funds are invested by a public agency insurance mutual, as defined in Subsection 31A-1-103(7)(a), 20 years or less;
- (k) bonds, notes, or other evidence of indebtedness of a county, incorporated city or town, school district, or other political subdivision of the state that are payable from assessments

or from revenues or earnings specifically pledged for payment of the principal and interest on these obligations, including bonds offered on a when-issued basis without regard to the limitations described in Subsection (7) that, unless the funds invested are pledged or otherwise deposited in an irrevocable trust escrow account, have a remaining term to final maturity of:

- (i) five years or less;
- (ii) if the funds are invested by an institution of higher education as defined in Section 53B-3-102, a city of the first class, or a county of the first class, 10 years or less; or
- (iii) if the funds are invested by a public agency insurance mutual, as defined in Subsection 31A-1-103(7)(a), 20 years or less;
- (l) shares or certificates in a money market mutual fund;
- (m) variable rate negotiable deposits that:
 - (i) are issued by a qualified depository or a permitted depository;
 - (ii) are repriced at least semiannually; and
 - (iii) have a remaining term to final maturity not to exceed three years;
- (n) variable rate securities that:
 - (i)
 - (A) are rated "A" or higher or the equivalent of "A" or higher by two nationally recognized statistical rating organizations;
 - (B) are senior unsecured or secured obligations of the issuer, excluding covered bonds;
 - (C) are publicly traded;
 - (D) are repriced at least semiannually; and
 - (E) have a remaining term to final maturity not to exceed three years or are subject to a hard put at par value or better, within 365 days;
 - (ii) are not mortgages, mortgage-backed securities, mortgage derivative products, or a security making unscheduled periodic principal payments other than optional redemptions;
- (o) reciprocal deposits made in accordance with Subsection 51-7-17(4); and
- (p) negotiable brokered certificates of deposit made in accordance with Subsection 51-7-17(4).
- (4) The following public funds are exempt from the requirements of Subsection (3):
 - (a) a local government other post-employment benefits trust fund under Section 51-7-12.2; and
 - (b) a nonnegotiable deposit made in accordance with Section 53B-7-601 in a foreign depository institution as defined in Section 7-1-103.
- (5) If any of the deposits authorized by Subsection (3)(a) are negotiable or nonnegotiable large time deposits issued in amounts of \$100,000 or more, the interest shall be calculated on the basis of the actual number of days divided by 360 days.
- (6) A public treasurer may maintain fully insured deposits in demand accounts in a federally insured nonqualified depository only if a qualified depository is not reasonably convenient to the entity's geographic location.
- (7) Except as provided under Subsections (3)(j) and (k), the public treasurer shall ensure that all purchases and sales of securities are settled within:
 - (a) 15 days of the trade date for outstanding issues; and
 - (b) 30 days for new issues.

Amended by Chapter 56, 2019 General Session

51-7-11.5 Certified investment advisers -- Scope of and limits to authority.

- (1) A certified investment adviser may not make any investments that are inconsistent with this chapter or rules of the council.

- (2) Except as provided in Subsection (3), a certified investment adviser acting on behalf of a public treasurer shall conduct investment transactions only through qualified depositories, certified dealers, or directly with issuers of the investment securities.
- (3) Subject to rules of the council, a certified investment adviser may use the adviser's own approved list of brokers and dealers.

Amended by Chapter 338, 2017 General Session

51-7-12.2 Definitions -- Local government other post-employment benefits trust fund -- Investments -- State treasurer duties.

- (1) As used in this section:
 - (a) "Local Government OPEB Trust Fund" or "Local Government Other Post-Employment Benefits Trust Fund" means money set aside by a local government to fund future payments of benefits, other than pensions, to a former employee who is qualified for the benefits.
 - (b) "Local Government OPEB Trust Fund" does not include money for deposit in the Utah State Retirement Investment Fund created under Section 49-11-301, or money for deposit in the Post-Retirement Benefits Trust Fund created under Section 67-19d-201.
- (2) All local government OPEB trust fund money in the custody of a local government treasurer shall be established in a separate trust fund in accordance with standards established by the Governmental Accounting Standards Board.
- (3) Money in a local government OPEB trust fund may be deposited or invested only in the following assets that meet the criteria of Section 51-7-17:
 - (a) a deposit or investment authorized under Section 51-7-11;
 - (b) indexed funds of an open-end diversified management investment company established under the Investment Companies Act of 1940; or
 - (c) indexed funds that are administered by the state treasurer in accordance with Subsection (4).
- (4) The state treasurer may:
 - (a) develop and offer a variety of asset allocation options for money in a local government OPEB trust fund;
 - (b) review for efficiency, the asset allocation options offered under Subsection (4)(a) as needed; and
 - (c) charge an administrative fee of not more than .005 percent per month of the assets managed for cost incurred in the management of funds within an asset allocation option.

Enacted by Chapter 207, 2007 General Session

51-7-13 Funds of member institutions of state system of higher education and public education foundations -- Authorized deposits or investments.

- (1) The provisions of this section apply to all funds of:
 - (a) higher education institutions, other than endowment funds, that are not transferred to the state treasurer under Section 51-7-4; and
 - (b) public education foundations established under Section 53E-3-403.
- (2)
 - (a) Proceeds of general obligation bond issues and all funds pledged or otherwise dedicated to the payment of interest and principal of general obligation bonds issued by or for the benefit of the institution shall be invested according to the requirements of:
 - (i) Section 51-7-11 and the rules of the council; or

- (ii) the terms of the borrowing instruments applicable to those bonds and funds if those terms are more restrictive than Section 51-7-11.
- (b)
 - (i) The public treasurer shall invest the proceeds of bonds other than general obligation bonds issued by or for the benefit of the institution and all funds pledged or otherwise dedicated to the payment of interest and principal of bonds other than general obligation bonds according to the terms of the borrowing instruments applicable to those bonds.
 - (ii) If no provisions governing investment of bond proceeds or pledged or dedicated funds are contained in the borrowing instruments applicable to those bonds or funds, the public treasurer shall comply with the requirements of Section 51-7-11 in investing those proceeds and funds.
- (c) All other funds in the custody or control of any of those institutions or public education foundations shall be invested as provided in Section 51-7-11 and the rules of the council.
- (3)
 - (a) Each institution shall make monthly reports detailing the deposit and investment of funds in its custody or control to its institutional council and the Utah Board of Higher Education.
 - (b) The state auditor may conduct or cause to be conducted an annual audit of the investment program of each institution.
 - (c) The Utah Board of Higher Education shall:
 - (i) require whatever internal controls and supervision are necessary to ensure the appropriate safekeeping, investment, and accounting for all funds of these institutions; and
 - (ii) submit annually to the governor and the Legislature a summary report of all investments by institutions under its jurisdiction.

Amended by Chapter 365, 2020 General Session

51-7-14 Prudent investor rule for management of investments -- Proxy voting -- Sale of security or investment for less than cost -- State treasurer access.

- (1) Subject to Subsection (2), a person selecting investments authorized by Sections 51-7-11 and 51-7-13 shall:
 - (a) select investments not for speculation but for investment; and
 - (b) consider:
 - (i) the probable safety of the capital;
 - (ii) the probable benefits to be derived;
 - (iii) the probable duration for which that investment may be made;
 - (iv) the investment objectives specified in Section 51-7-17; and
 - (v) the investment portfolio as a whole.
- (2) A public treasurer shall:
 - (a) invest public funds in accordance with the prudent investor rule established in Title 75, Chapter 7, Part 9, Utah Uniform Prudent Investor Act;
 - (b) make public fund investment decisions with the sole purpose of maximizing the risk-adjusted return on the investments; and
 - (c) to the extent practicable:
 - (i)
 - (A) retain the right to vote investor proxies; or
 - (B) if the investments are commingled with another investor's funds, request the right to vote investor proxies; and

- (ii) ensure proxy voting is exercised to maximize risk-adjusted returns for the exclusive benefit of beneficiaries.
- (3) A public treasurer may sell or otherwise dispose of, at less than cost, any security or investment in which public funds under the public treasurer's jurisdiction have been invested if that sale or other disposition tends to maximize the benefits that may be derived from the changed investment.
- (4)
 - (a) A public treasurer shall make proxy voting records available to the state treasurer upon the state treasurer's request.
 - (b) The state treasurer is subject to the same restrictions on disclosure of the proxy voting records as the originating public treasurer.

Amended by Chapter 242, 2023 General Session

51-7-15 Bonds of state treasurer and other public treasurers -- Reports to council.

- (1)
 - (a) The state treasurer, county, city, and town treasurers, the clerk or treasurer of each school district, and other public treasurers that the council designates by rule shall be bonded or may procure crime or theft insurance as described in Section 17-16-11 in an amount of not less than that established by the council.
 - (b) The council shall base the minimum bond amount or crime or theft insurance as described in Section 17-16-11 on the amount of public funds normally in the treasurer's possession or control.
- (2)
 - (a) When a public treasurer deposits or invests public funds as authorized by this chapter, the public treasurer and the public treasurer's bondsmen or insurers are not liable for any loss of public funds invested or deposited unless the loss is caused by the malfeasance of the public treasurer or a member of the public treasurer's staff.
 - (b) A public treasurer and the public treasurer's bondsmen or insurers are liable for a loss for any reason from deposits or investments not made in conformity with this chapter and the rules of the council.
- (3)
 - (a) A public treasurer shall file a written report with the council on or before January 31 and July 31 of each year.
 - (b) The report shall contain:
 - (i) the information about the deposits and investments of that public treasurer during the preceding six months ending December 31 and June 30, respectively, that the council requires by rule; and
 - (ii) information detailing the nature and extent of interest rate contracts permitted by Subsection 51-7-17(3).
 - (c) A public treasurer shall make copies of the report available to the public at the public treasurer's office during normal business hours.

Amended by Chapter 56, 2019 General Session

51-7-16 State Money Management Council -- Members -- Terms -- Vacancies -- Chair and vice chair-- Executive secretary -- Meetings -- Quorum -- Members' disclosure of interests -- Per diem and expenses.

- (1)
 - (a) There is created a State Money Management Council composed of five members appointed by the governor after consultation with the state treasurer and with the advice and consent of the Senate in accordance with Title 63G, Chapter 24, Part 2, Vacancies.
 - (b) The members of the council shall be qualified by training and experience in the field of investment or finance as follows:
 - (i) at least one member, but not more than two members, shall be experienced in the banking business;
 - (ii) at least one member, but not more than two members, shall be an elected treasurer;
 - (iii) at least one member, but not more than two members, shall be an appointed public treasurer; and
 - (iv) two members, but not more than two members, shall be experienced in the field of investment.
 - (c) No more than three members of the council may be from the same political party.
- (2)
 - (a) Except as required by Subsection (2)(b), the council members shall be appointed for terms of four years.
 - (b) Notwithstanding the requirements of Subsection (2)(a), the governor shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of council members are staggered so that approximately half of the council is appointed every two years.
 - (c) When a vacancy occurs in the membership for any reason, the replacement shall be appointed for the unexpired term.
 - (d) All members shall serve until their successors are appointed and qualified.
- (3)
 - (a) The council members shall elect a chair and vice chair.
 - (b) The state treasurer shall serve as executive secretary of the council without vote.
- (4)
 - (a) The council shall meet at least once per quarter at a regular date to be fixed by the council and at other times at the call of the chair, the state treasurer, or any two members of the council.
 - (b) Three members are a quorum for the transaction of business.
 - (c) Actions of the council require a vote of a majority of those present.
 - (d) All meetings of the council and records of its proceedings are open for inspection by the public at the state treasurer's office during regular business hours except for:
 - (i) reports of the commissioner of financial institutions concerning the identity, liquidity, or financial condition of qualified depositories and the amount of public funds each is eligible to hold; and
 - (ii) reports of the director concerning the identity, liquidity, or financial condition of certified dealers.
- (5)
 - (a) Each member of the council shall file a sworn or written statement with the lieutenant governor that discloses any position or employment or ownership interest that the member has in any financial institution or investment organization.
 - (b) Each member shall file the statement required by this Subsection (5) when the member becomes a member of the council and when substantial changes in the member's position, employment, or ownership interests occur.

- (c) Each member shall comply with the conflict of interest provisions described in Title 63G, Chapter 24, Part 3, Conflicts of Interest.
- (6) A member may not receive compensation or benefits for the member's service, but may receive per diem and travel expenses in accordance with:
 - (a) Section 63A-3-106;
 - (b) Section 63A-3-107; and
 - (c) rules made by the Division of Finance pursuant to Sections 63A-3-106 and 63A-3-107.

Amended by Chapter 352, 2020 General Session

Amended by Chapter 373, 2020 General Session

51-7-17 Criteria for investments.

- (1) As used in this section:
 - (a) "Affiliate" means, in relation to a provider:
 - (i) an entity controlled, directly or indirectly, by the provider;
 - (ii) an entity that controls, directly or indirectly, the provider; or
 - (iii) an entity directly or indirectly under common control with the provider.
 - (b) "Control" means ownership of a majority of the voting power of the entity or provider.
- (2)
 - (a) A public treasurer shall consider and meet the following objectives when depositing and investing public funds:
 - (i) safety of principal;
 - (ii) protection of principal during periods of financial market volatility;
 - (iii) need for liquidity;
 - (iv) yield on investments;
 - (v) recognition of the different investment objectives of operating and permanent funds; and
 - (vi) maturity of investments, so that the maturity date of the investment does not exceed the anticipated date of the expenditure of funds.
 - (b) A public treasurer shall invest the proceeds of general obligation bond issues, tax anticipation note issues, and funds pledged or otherwise dedicated to the payment of interest and principal of general obligation bonds and tax anticipation notes issued by the state or a political subdivision of the state in accordance with:
 - (i) Section 51-7-11; or
 - (ii) the terms of the borrowing instrument applicable to those issues and funds, if those terms are more restrictive than Section 51-7-11.
 - (c) A public treasurer shall invest the proceeds of bonds other than general obligation bonds and the proceeds of notes other than tax anticipation notes issued by the state or a political subdivision of the state, and all funds pledged or otherwise dedicated to the payment of interest and principal of those notes and bonds:
 - (i) in accordance with the terms of the borrowing instruments applicable to those bonds or notes; or
 - (ii) if none of those provisions are applicable, in accordance with Section 51-7-11.
 - (d) A public treasurer may invest proceeds of bonds, notes, or other money pledged or otherwise dedicated to the payment of debt service on the bonds or notes in investment agreements if:
 - (i) the investment is permitted by the terms of the borrowing instrument applicable to those bonds or notes or the borrowing instrument authorizes the investment as an investment permitted by the State Money Management Act;

- (ii) either the provider of the investment agreement or an entity fully, unconditionally, and irrevocably guaranteeing the provider's obligations under the investment agreement has received a rating of:
 - (A) at least "AA-" from S&P or "Aa3" from Moody's for investment agreements having a term of more than one year; or
 - (B) at least "A-1+" from S&P or "P-1" from Moody's for investment agreements having a term of one year or less;
 - (iii) the investment agreement contains provisions approved by the public treasurer that provide that, in the event of a rating downgrade of the provider or its affiliate guarantor, as applicable, by either S&P or Moody's below the "A" category or its equivalent, or a rating downgrade of a nonaffiliate guarantor by either S&P or Moody's below the "AA" category or its equivalent, the provider must, within 30 days after receipt of notice of the downgrade:
 - (A) collateralize the investment agreement with direct obligations of, or obligations guaranteed by, the United States of America having a market value at least equal to 105% of the amount of the money invested, valued at least quarterly, and deposit the collateral with a third-party custodian or trustee selected by the public treasurer; or
 - (B) terminate the agreement without penalty and repay all of the principal invested and the interest accrued on the investment to the date of termination; and
 - (iv) the public treasurer receives an enforceability opinion from the legal counsel of the investment agreement provider and, if there is a guarantee, an enforceability opinion from the legal counsel of the guarantor with respect to the guarantee.
- (3)
- (a) As used in this Subsection (3), "interest rate contract" means interest rate exchange contracts, interest rate floor contracts, interest rate ceiling contracts, or other similar contracts authorized by resolution of the governing board or issuing authority, as applicable.
 - (b) A public treasurer may, with the approval of the state treasurer:
 - (i) enter into interest rate contracts that the governing board or issuing authority determines are necessary, convenient, or appropriate for the control or management of debt or for the cost of servicing debt; and
 - (ii) use its public funds to satisfy its payment obligations under those contracts.
 - (c) Those contracts:
 - (i) shall comply with the requirements established by council rules; and
 - (ii) may contain payment, security, default, termination, remedy, and other terms and conditions that the governing board or issuing authority considers appropriate.
 - (d) Neither interest rate contracts nor public funds used in connection with these interest rate contracts may be considered a deposit or investment.
- (4) A public treasurer shall ensure that all public funds invested in deposit instruments are invested with qualified depositories within Utah, except:
- (a) for deposits made in accordance with Section 53B-7-601 in a foreign depository institution as defined in Section 7-1-103;
 - (b) reciprocal deposits, subject to rules made by the council under Subsection 51-7-18(2);
 - (c) negotiable brokered certificates of deposit, subject to rules made by the council under Subsection 51-7-18(2); or
 - (d) if national market rates on instruments of similar quality and term exceed those offered by qualified depositories, investments in out-of-state deposit instruments may be made only with institutions that meet quality criteria set forth by the rules of the council.

Amended by Chapter 56, 2019 General Session

51-7-18 Duties of council.

- (1) The council shall:
 - (a) advise the state treasurer and other public treasurers about investment policies;
 - (b) cooperate with the commissioner of financial institutions by promoting measures and rules that will assist in strengthening the banking and credit structure of the state;
 - (c) at least annually, review the rules adopted under the authority of this chapter that relate to the deposit and investment of public funds;
 - (d) at least annually, distribute the rules and amendments to rules adopted under the authority of this chapter that relate to the deposit and investment of public funds to all public treasurers; and
 - (e) provide, at least semiannually, a list of certified dealers that meet criteria established by this chapter and council rules.
- (2) The council may:
 - (a) recommend proposed changes in statutes governing the deposit and investment of public funds to the Legislature;
 - (b) make rules governing:
 - (i) the financial reporting requirements of qualified depositories in which public funds may be deposited;
 - (ii) the conditions and procedures for maintaining and revoking a financial institution's designation as a qualified depository;
 - (iii) the definition of depository capital;
 - (iv) the conditions for maintaining deposits at a permitted depository;
 - (v) the conditions and procedures for maintaining and revoking a primary reporting dealer's or a broker dealer's designation as a certified dealer;
 - (vi) certified investment advisers who deal with public treasurers, including establishing standards and requirements for the use, qualification, and regulation of certified investment advisers;
 - (vii) the conditions and procedures for maintaining and revoking a federal covered adviser's or an investment adviser's designation as a certified investment adviser;
 - (viii) the conditions and procedures by which public treasurers may deposit and invest public funds;
 - (ix) quality criteria for corporate obligations;
 - (x) the conditions and procedures by which public entities may use interest rate contracts authorized by Subsection 51-7-17(3); and
 - (xi) other rules necessary to carry out its functions, powers, duties, and responsibilities under this chapter.
- (3) The council may not make rules requiring a qualified depository to pledge or deposit any of its assets in order to secure a deposit of public funds, except that public deposits in excess of the maximum amount shall be collateralized as provided in Subsections 51-7-18.1(5)(b) and (6).
- (4) Subject to legislative funding, the state treasurer shall supply qualified staff to the council.
- (5) If any rule or act of the council would constitute an infringement upon the state treasurer's constitutional duties and powers to have custody of and invest public money, the conflicting rule or act is advisory and not mandatory.

Amended by Chapter 248, 2004 General Session

51-7-18.1 Qualified depositories list -- Reports -- Treatment of confidential information -- Powers -- Staff -- Limits on powers.

- (1)
 - (a) The council shall provide a list of qualified depositories to each public treasurer at least semiannually.
 - (b) The list shall include:
 - (i) the name of each qualified depository; and
 - (ii) the maximum amount of public funds that each qualified depository is eligible to hold.
- (2) In determining the maximum amount of public deposits for a qualified depository, the council may not designate a maximum amount for any qualified depository that is more than twice that depository's capital as defined by council rule.
- (3)
 - (a) The council may require each qualified depository to submit monthly reports to the commissioner of Financial Institutions disclosing the amount of public funds held by the depository at the close of business on a day designated by the council.
 - (b) The council may also require the qualified depository to include in the report:
 - (i) information about the character and condition of the qualified depository's assets;
 - (ii) information about the qualified depository's deposits and other liabilities;
 - (iii) information about the qualified depository's capital; and
 - (iv) any other information that the council considers necessary in order for it to fulfill its responsibilities under this chapter.
 - (c) The council shall require that any reports submitted be verified by the oath or affirmation of the president or vice-president of the qualified depository.
 - (d) Any officer of a qualified depository who knowingly makes or causes to be made any false statement or report to the council or any false entry in the books or accounts of the qualified depository is guilty of a class A misdemeanor.
- (4)
 - (a) Notwithstanding Section 7-1-802, the commissioner may disclose necessary information about the condition of any qualified depository to the council to assist it in evaluating the eligibility of any qualified depository to receive and hold public funds.
 - (b) If the secretary of the council or any member of the council discloses confidential information obtained from the commissioner under this subsection, he is guilty of a class A misdemeanor.
 - (c) If any member of the council discloses confidential information obtained from the commissioner under this subsection, the governor shall remove him from his position.
- (5) Upon the vote of at least three of the council members, the commissioner shall require any qualified depository to:
 - (a) surrender deposits of public funds that exceed the amount that the qualified depository may legally hold under authority of this chapter and council rule; or
 - (b) pledge collateral security for those excess deposits.
- (6)
 - (a) If the commissioner orders the qualified depository to pledge collateral security for the excess deposits, the collateral security pledged shall have a market value determined upon the last day of the month of:
 - (i) 110% of the amount of the excess deposits, if the collateral consists of obligations of or fully guaranteed by the United States or its agencies as to principal and interest, a segregated earmarked deposit account, or notes, drafts, bills of exchange, or bankers' acceptances that are eligible for rediscount or purchase by a federal reserve bank;

- (ii) 120% of the amount of the excess deposits, if the collateral consists of obligations of the state of Utah or any of its political subdivisions; and
 - (iii) 130% of the amount of the excess deposits, if the collateral consists of obligations of other readily marketable bonds, notes, or debentures.
- (b) The qualified depository shall deposit any collateral pledged to secure excess deposits with the state treasurer.
- (c) The state treasurer may not release the collateral until he has received written confirmation from the commissioner that the qualified depository:
 - (i) has relinquished the excess deposits; or
 - (ii) is in compliance with this chapter and council rules.
- (7) Any qualified depository that fails to comply with a written order issued by the commissioner under authority of this section within 15 days of receipt of the order is ineligible to receive or renew any deposits or investments of public funds until it receives written authorization to do so from the council.
- (8) In addition to the requirements set forth by rule, in order to be certified as a qualified depository as defined in Section 51-7-3, a depository institution shall pay to the commissioner an annual certification fee of \$250 due April 1 of each year.

Amended by Chapter 229, 1990 General Session

51-7-18.2 Public treasurer's reports -- Contents.

- (1) The council may:
 - (a) require a public treasurer to prepare and file a written report in a form prescribed by the council containing the information required by this section; and
 - (b) specify that the report will contain the information required by this section for any date.
- (2) The council shall require the report to include information:
 - (a) specifying the amount of public funds in the public treasurer's possession or control;
 - (b) detailing the nature and extent of the deposit and investment of those funds;
 - (c) detailing the rate of return on each deposit or investment; and
 - (d) detailing the nature and extent of interest rate contracts authorized by Subsection 51-7-17(3).
- (3) The public treasurer shall file the report with the council within 10 days after the day on which the public treasurer receives the council's request.
- (4) A public treasurer shall make copies of a report required by this section available for inspection by the public at the public treasurer's office during normal business hours.

Amended by Chapter 278, 2013 General Session

Amended by Chapter 388, 2013 General Session

51-7-18.3 Certified dealers' list -- Fees.

- (1)
 - (a) The council shall provide a list of certified dealers to each public treasurer at least semiannually.
 - (b) The list of certified dealers shall include:
 - (i) the name of each certified dealer; and
 - (ii) the name of each agent authorized by the certified dealer to conduct investment transactions with the public treasurers.

- (2) In addition to the requirements set forth by rule, in order to become a certified dealer as defined in Section 51-7-3, a dealer shall pay to the director an annual certification fee of \$500 due on or before April 30 of each year.

Amended by Chapter 248, 2004 General Session

51-7-18.4 Certified investment advisers' list -- Fees.

- (1)
 - (a) The council shall provide a list of certified investment advisers to each public treasurer at least semiannually.
 - (b) The list of certified investment advisers shall include:
 - (i) the name of each certified investment adviser; and
 - (ii) the name of each investment adviser representative authorized by the certified investment adviser to provide investment advisory services to public treasurers.
- (2) In addition to the requirements set forth by rule, in order to become a certified investment adviser as defined in Section 51-7-3, a certified investment adviser shall pay to the director an annual certification fee of \$500 due on or before April 30 of each year.

Enacted by Chapter 248, 2004 General Session

51-7-19 Increase in deposits of public funds -- Authorization.

- (1) The commissioner of financial institutions may, with the approval of the council:
 - (a) increase for a period not to exceed 90 days the amount of public funds any qualified depository may hold whenever additional deposit resources are required in connection with the flotation, conversion, or redemption of a bond issue, for initial deposits of tax collections or newly received federal money; and
 - (b) authorize a qualified depository to hold deposits of public funds in excess of the maximum to which the depository would otherwise be entitled to hold under the rules of the council, if the council finds that such excess deposits are necessary or advisable to promote the economic welfare of the area in which the depository is located.
- (2) Any increase in deposits of public funds authorized by the commissioner under Subsections (1)(a) or (1)(b) shall be secured by a pledge of collateral as prescribed in Subsection 51-7-18.1(5)(b) to the extent that such increased deposit exceeds the then current maximum for insurance of accounts by the applicable federal deposit insuring agency.

Amended by Chapter 30, 1992 General Session

51-7-22 Penalty for violation by public treasurer.

- (1) Any public treasurer who willfully violates the deposit and investment provisions of this chapter is guilty of a class A misdemeanor.
- (2) Any public treasurer who knowingly makes or causes to be made a false statement or report to the council is guilty of a class A misdemeanor.

Amended by Chapter 66, 1989 General Session

51-7-22.4 Penalties for violation by certified investment advisers.

- (1) An intentional violation by a certified investment adviser of Section 51-7-7, 51-7-11, or 51-7-11.5, or any rule or order under this chapter is punishable by a civil penalty of:

- (a) \$1,000 for each day of noncompliance for the investment adviser; and
 - (b) \$5,000 for each day of noncompliance for the firm or institution where the certified investment adviser is employed.
- (2) In addition to any other penalty for a criminal violation of this chapter, the sentencing judge may impose any penalty or remedy provided for in Subsection 51-7-22.5(1)(b).
- (3) Funds collected under Subsection (1) shall be deposited in the General Fund.

Amended by Chapter 322, 2007 General Session

51-7-22.5 Enforcement.

- (1) Whenever it appears to the council that any person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of this chapter or any rule issued under authority of this chapter:
- (a) the council may bring an action in the appropriate district court of this state or the appropriate court of another state to enjoin the acts or practices and to enforce compliance with this chapter or any rule under this chapter; and
 - (b) upon a proper showing in an action brought under this section, the court may:
 - (i) issue a permanent or temporary, prohibitory, or mandatory injunction;
 - (ii) issue a restraining order or writ of mandamus or other extraordinary writ;
 - (iii) enter a declaratory judgment;
 - (iv) order disgorgement;
 - (v) order rescission;
 - (vi) impose a fine of not more than \$50,000 for each violation of the chapter; or
 - (vii) provide any other relief that the court considers appropriate.
- (2) An indictment or information may not be returned nor may a civil complaint be filed under this chapter more than five years after discovery of the alleged violation.

Enacted by Chapter 248, 2004 General Session

51-7-23 Transition of investments previously authorized.

- (1) Any investment held by a public treasurer that as of June 30, 2015, is not in compliance with the provisions of this chapter is subject to review by the council.
- (2)
- (a) No later than July 31, 2015, a public treasurer who holds an investment described in Subsection (1) shall provide the council a written report that outlines a reasonable plan to bring the investment into compliance.
 - (b) A plan described in Subsection (2)(a) is subject to annual review by the council.
 - (c) The council may authorize, with substantial justification, an exception to the five-year maturity requirements of Section 51-7-11.

Amended by Chapter 338, 2017 General Session

51-7-24 Sales and purchase in violation -- Remedies -- Limitation of action.

- (1)
- (a) Each certified investment adviser or certified dealer who transacts securities business with a public treasurer in violation of this chapter or any rule made or order issued under authority of this chapter is liable to the public treasurer.
 - (b) The public treasurer may either sue to recover either:

- (i) damages, if the public treasurer no longer owns the security; or
 - (ii) the sum of the following, less the amount of any income received on the security upon the tender of the security:
 - (A) the consideration paid for the security;
 - (B) interest at 12% per year from the date of payment;
 - (C) costs; and
 - (D) reasonable attorney's fees.
 - (c) Damages are the amount that would be recoverable upon a tender less the value of the security when the public treasurer disposed of it and interest at 12% per year from the date of disposition.
- (2) If the court finds that the violation was reckless or indifferent, the court may, in a suit brought under Subsection (1), award an amount equal to three times the consideration paid for the security before adding interest, costs, and attorney's fees and before subtracting the income received from the sale of the security.
- (3)
 - (a) Each person who directly or indirectly controls a seller or buyer or investment adviser is liable under Subsection (1).
 - (b) Except as provided in Subsection (3)(c), the following are liable jointly and severally with and to the same extent as the seller or purchaser:
 - (i) each partner, officer, or director of a seller or buyer;
 - (ii) each person occupying a similar status or performing similar functions;
 - (iii) each employee of a seller or buyer who materially aids in the sale or purchase;
 - (iv) each certified investment adviser who materially aids in providing the advice; and
 - (v) each broker-dealer or agent who materially aids or abets in the sale.
 - (c) The nonseller or nonpurchaser is not liable under Subsection (3)(b) if the nonseller or nonpurchaser proves that he did not know or should have known, and in exercise of reasonable care could not or should not have known, of the existence of the facts that caused the alleged liability.
- (4) An action to enforce any liability under this section must begin within five years of the act or transaction constituting the violation or two years after the discovery by the public treasurer of the facts constituting the violation, whichever occurs later.
- (5) A person may not base any suit on a contract if:
 - (a) the person made or engaged in the performance of the contract in violation of this chapter or any rule or order issued under the authority of this chapter; or
 - (b) the person acquired any purported right under the contract with knowledge of the facts by reason of which the making of the contract or the performance of the contract was a violation of this chapter or any rule or order issued under the authority of this chapter.
- (6) A condition, stipulation, or provision binding a treasurer acquiring a security to waive compliance with this chapter or a rule made or order issued under authority of this chapter is void.
- (7) The rights and remedies provided by this section are in addition to any other rights or remedies that may exist at law or in equity.

Enacted by Chapter 248, 2004 General Session



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Ordinance 2024-06 Witt Cottages (aka Industrial Road Cottages) MDA
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

On October 3, 2023, Council approved the Witt Cottages MDA (see attached staff report from October 3. Mr. Witt has applied for approval of the subdivision recently and the City has requested the dedication of an additional 4 feet along Industrial Parkway to accommodate a future trail. Mr. Witt is willing to accommodate, but has requested a provision in the agreement that returns the property if a trail is not constructed within 10 years. The agreement needs to be finalized through approval of an ordinance. Ordinance 2024-06 formally approves the Witt Cottages MDA.

RECOMMENDATION

Staff recommends approval of Ordinance 2024-06

BACKGROUND

The item was approved by Council on October 3, 2023 and needs approval of a formal ordinance to finalize the issue. The MDA is the same with the exception of the addition of the trail provision. Follow link for background details: <https://hebercityut.portal.civicclerk.com/event/9/files/agenda/155>.

DISCUSSION

The City's Trail Plan call for a trail along 600 West (Industrial Park Way). To accommodate the trail, 4 feet of additional right of way is needed. The trail would be constructed by adding an additional 4 feet of concrete sidewalk adjacent to the existing 4 foot sidewalk, resulting in an 8 foot wide off street trail. The trail would be constructed in the future by the City with impact fees. An alternate option is to request the developer construct the additional trail width immediately and reimburse the developer with impact fees; such option would result in the trail not connecting to any trail.

FISCAL IMPACT

None. The trail construction costs would be paid for by impact fees.

CONCLUSION

The proposed modification of the MDA is consistent with the City's Trail Plan, General Plan and original MDA approved on October 3, 2023.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2024-06** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Ordinance 2024-06** 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 Ordinance 2024-06** with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2024-06 Witt Cottages
2. Witt Cottages Development Agreement
3. 10.3.2023 APPROVED City Council Meeting Minutes
4. October 3 2024 Staff Report Witt

ORDINANCE NO. 2024-06

AN ORDINANCE APPROVING THE WITT COTTAGES MDA LOCATED AT APPROXIMATELY 988 SOUTH 600 WEST.

BE IT ORDAINED by the City Council of Heber City, Utah, the Master Development Agreement shown in Exhibit A, is hereby approved.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2024.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

EXHIBIT A

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 _____, 2024, 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, including the planting of at least 1 tree in each front yard.
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. **Trail.** Upon redevelopment of the property, Developer shall dedicate an additional four (4) feet of right of way along Industrial Parkway (aka 600 West) to accommodate a future trail. If the City has not constructed the trail within 10 years after recording of the subdivision plat, the City shall return the property to the Developer or successors.
7. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the “Applicable Law”) shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.
8. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a “Default” under this Agreement.
 - 8.1 Notice. Any notice of default (“Default Notice”) shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

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..

9. **Fees.** Developer shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.
10. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.
11. **Time is of the essence.** In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
12. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and

the Developer, the Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

13. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
14. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Developer's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.
15. **Notices.** Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

Heber City Manager
75 N Main Street
Heber City, UT 84032

Developer

Russ Witt
1245 Southfield Road
Heber City, UT 84032

16. **Insurance and Indemnification.** Developer shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages

arising out of the negligent actions or inactions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.

17. **Bodily Injury and Property Damage Insurance.** Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.
18. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.
19. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
21. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
22. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform

or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

23. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 32. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this _____ day of _____, 2024.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this _____ day of _____, 2024.

RUSS AND KATHY WITT FAMILY, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2024, 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 _____, 2024.

988 SOUTH 600 WEST HEBER, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2024, 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 CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
October 3, 2023**

APPROVED Minutes

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

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

Council Member Ryan Stack, acting as Mayor Pro Tem, called the meeting to order at 4:01 p.m.

City Council Present: Council Member Ryan Stack - Mayor Pro Tem
Council Member Yvonne Barney
Council Member Mike Johnston
Council Member Rachel Kahler
Council Member Scott Phillips - remotely

Absent: Mayor Heidi Franco

Staff Present: Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
Parks and Cemetery Director Mark Rounds
IT Director Anthon Beales
City Recorder Trina Cooke

Staff Participating Remotely: City Planner Jacob Roberts, Engineering Technician Desiree Muheim, IT Director Anthon Beales, Human Resources Manager Cherie Ashe, Public Works Director Matthew Kennard, Finance Manager Sara Jane Nagel, Airport Manager Travis Biggs, Accounting Technician Wendy Anderson, Deputy City Recorder Robin Raines-Bond. and other who did not sign in or whose signatures were illegible.

Also Present: Sid Ostergaard, Grace Doerfler, John Janson, Eric Hales, Farah Sanders, Cal Johnson, Bryan Witt, Ron Phillips, Tyler Ailshie, Jason Talley, Russ Witt, Cathy Witt, Nancy O'Toole, Matt Wiser, Canice Harte, Tori Broughton, Don K. Taylor, and others who did not sign in or whose signatures were illegible.

Also Attending Remotely: (Names are shown as signed-in online) Curt Castagna, Meg Ryan, Phil Jordan, Brock Marchant, Danny Hill, Lisa Dinga, Parker Sever, Sam Taylor, and TMT.

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*

Mayor Pro Tem Stack expressed sadness for the recent vehicle-pedestrian accidents in the valley and concern for several near-misses he had been informed of. He was concerned that the middle-school kids did not have crossing guards.

City Engineer Russ Funk presented the City's traffic calming policy. He hoped Council would adhere to the policy in order to set good precedent. He shared the "Utah Manual on Uniform Traffic Control Devices." There was a roundabout planned for 1200 South Mill Road. Council Discussion followed.

Consensus of Council Majority was supportive of moving forward with the installation of a four-way stop at 600 South and Mill Road.

2. Main Street Park and 200 South Plaza Plan (Jamie Baron, Planning Manager) - *20 min*

City Planning Manager Jamie Baron was seeking Council direction for placement of the bandshell at Main Street Park. He asked whether the Council wished to close 200 South permanently to create a plaza.

Consensus of the Council majority was to proceed with the placement of the bandshell to extend into the existing parking on 200 South and half-way into the park. Council felt 200 South should be accessible to vehicles with possible one-way traffic westbound from Main Street to 100 West. Council further discussed whether an ice ribbon or splash pad should be installed at the Main Street Park.

3. Billboard Sign Relocation (Tony Kohler, Community Development Director) - *15 min*

Staff asked for Council direction regarding whether or not to pursue the removal of two billboards in Heber City. Consensus of Council majority indicated a lack of desire to further pursue the billboard removal.

4. Implementation of the Central Heber Vision with Commercial Zones Update (Tony Kohler, Community Development Director) - *45 min*

Planning consultant John Janson described the new noticing requirements set forth by the State Legislature and provided a timeline for the process to implement the Central Heber Vision including a public open house. He read through a summary of changes to

the C-3 zone and the parking chapter changes as listed in the attached Staff Report. Consensus of Council majority was to not limit the type of businesses permitted on the ground level of Main Street commercial stores. Discussion continued.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Pro Tem Stack called the meeting to order at 6:01 p.m.

2. Pledge of Allegiance (Ryan Stack, Council Member)

Mayor Pro Tem Stack led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Heidi Franco, Mayor)

Assistant City Manager Mark Smedley shared a prayer.

IV. CONFLICT OF INTEREST DISCLOSURE:

Council Member Phillips indicated his father was connected to agenda item six on the Action Items agenda but did not feel he needed to recuse himself.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

VI. CONSENT AGENDA:

Motion: Council Member Kahler moved to approve Consent Agenda items one and two. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed unanimously, 5-0.**

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) -

Council Member Barney asked to have Consent Agenda item three removed from the Consent Agenda to ask some questions. IT Director Anthon Beales explained the software would streamline the budget process and save City staff hundreds of hours.

Motion: Council Member Kahler moved to approve the accounting software as presented by Staff. **Second:** Council Member Barney made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

4. Nominations to the City Arts Advisory Board: Nancy O'Toole, Phil Jordan, and Farah Sanders (Heidi Franco, Mayor)

Council Member Kahler asked to have Consent Agenda item four removed from the Consent Agenda in order to permit the Art Advisory Board nominees present to introduce themselves. Nancy O'Toole, Farah Sanders, and Phil Jordan introduced themselves.

Motion: Council Member Kahler moved to accept the three nominations, Nancy O'Toole, Farah Sanders, and Phil Jordan to the Heber City's first Arts Advisory Board. **Second:** Council Member Phillips made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed unanimously, 5-0.**

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

Council Member Kahler read a public comment that was emailed to Council and attached to these meeting minutes.

1. Emailed comment received

VIII. GENERAL BUSINESS ITEMS:

1. Mayoral Proclamation for National Hispanic Heritage Month 2023 (Heidi Franco, Mayor) - *5 min*

Mayor Pro Tem Stack read the proclamation to designate September 15 through October 15, 2023, as National Hispanic Heritage Month.

2. Monthly Development Report (Jamie Baron, Planning Manager) - *10 min*

Planning Manager Jamie Baron provided the Monthly Development Reports for August and September as included in the attached presentation.

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

1. Temporary Commercial Aeronautical Activity Permit (Curt Castagna, Aeroplex Group Partner) - *20 min*

Airport consultant Curt Castagna described the request for a temporary commercial aeronautical activity permit and recommended Council authorize the temporary permit.

Jason Talley, applicant, introduced himself as a resident of Heber City and stated he was passionate about aeronautics. He had been given a unique opportunity to distribute electric aircraft and electric gliders and needed Council's authorization.

Motion: Council Member Phillips moved to accept the request as presented.

Second: Council Member Johnston seconded the motion.

Discussion on the Motion: Council Member Kahler questioned whether Resolution 2019-09, which had halted the approval of commercial activity at the airport until the Airport Master Plan was adopted, would be nullified by the adoption of the new Resolution. Assistant City Manager Mark Smedley explained the exception to allow the temporary permit would not nullify the previous resolution. Council Member Kahler felt the Council should revisit the previously established commercial restrictions for the Airport.

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

2. Envision Heber Phase 3 Code Updates: Chapter 18.68 Supplemental Zoning Regulations (Tony Kohler, Community Development Director) - 30 min

Planning consultant Meg Ryan presented the changes for the proposed code update for Chapter 18; Supplemental Zoning. Council discussed where they felt ADUs (Accessory Dwelling Units) should, or should not, be allowed, whether to permit short-term rentals in ADUs, and whether ADUs should, or should not, be limited by lot size or location. Council asked Staff to bring back the ADU discussion when revisiting the nightly rental discussion.

Council Member Johnston expressed concern with proposed zoning regulations negatively impacting lower-income families. He asked to remove "coop" from section 130 as it was previously addressed. He felt private schools should be allowed on half-acre lots and did not need a full acre.

Motion: Council Member Johnston moved to adopt Envision Heber phase 3 Code update chapter 18.68 Supplemental Zoning Regulations as presented with the following amendments: remove "coops" from 18.68.130 and change the max height from 25 feet to 27 feet in 18.68.060 D. 2. **Second:** Council Member Phillips made the second.

Discussion: Council Member Kahler preferred to table the item until further discussion could be held on 18.68.060 with regard to ADUs. Council Member Barney agreed. Mayor Pro Tem Stack asked whether the section could be removed from the motion and discussed independently.

Amended Motion: Council Member Johnston amended his motion to remove section 18.68.060 from the motion. The second stood. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

3. Resolution 2023-18 EMS (Emergency Medical Services) Sales Tax Proposition 9, Wasatch County Fire District (Chief Eric Hales) - 20 min

Mayor Pro Tem Ryan Stack brought Action Agenda item three forward to be addressed first.

Wasatch County Fire Chief Eric Hales provided the information for Proposition 9, which proposed a .5 percent EMS (Emergency Medical Services) sales tax, as explained in the attached PowerPoint. He stressed the need to grow the department to serve the needs of the growing community.

Council Member Stack expressed concern for the City setting a precedent of adopting a resolution to support another entity's tax increase. General Council consensus supported the proposition but did not wish to approve it by resolution.

4. Engineering Funding for Phase III of the Heber Valley Railroad Trail (Nancy O'Toole) - 10 min

Mountainlands Association of Governments (MAG) contracted Grant Writer Nancy O'Toole and Wasatch County Trails Coordinator Don Taylor presented. The two had been promoting the Rail to Trail project and were trying to get the project shovel-ready in order to qualify for certain grants.

Motion: Council Member Johnston moved to accept the proposal for funding the engineering study for the Heber Valley Railroad trail in the amount of \$92,110. **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.**

5. Cottages rezone and Master Development Agreement (MDA) at 1000 South 600 West (Tony Kohler, Community Development Director) - 10 min

Council Member Johnston asked petitioner Russ Witt to agree to landscaping along the park-strip. Mr. Witt agreed to the landscaping request.

Motion: Council Member Kahler moved to approve Ordinance 2023-35 with the conditions in the Staff Report. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, and Stack. **Voting No:** none. Council Member Phillips had lost remote connection to the meeting and was absent for the vote. The **Motion Passed 4-0.**

6. Wittco Rezone and Master Development Agreement (MDA) at 801 South 100 West (Tony Kohler, Community Development Director) - 20 min

Community Development Director Tony Kohler presented the information for the re-zone request in the Master Development Agreement (MDA).

The City's Streets Master Plan included a future road through the parking lot located at Lee's Marketplace connecting Main Street and 100 West. The City was asking for 15 feet of the Witt property to be dedicated as an easement to the City for the installation of the road when needed. Applicant Ben Witt shared the intent to build only residential units but wished to retain the option to build commercial units on the ground floor if the opportunity arose. He offered to dedicate units in excess of 20 to the City for affordable housing. He wished to negotiate the purchase of the 15-foot easement by the City or be given fee waivers for the proposed development. Council was concerned about granting commercial C-2 zoning as the Public Hearing and the recommendation from the Planning Commission was for residential units only. Direction from Council was for the applicant to return at a future meeting with an agreement for all-residential units or to allow for limited commercial use on the main floor. City Attorney Jeremy Cook recommended the easement be traded in exchange for the commercial re-zone request.

Motion: Council Member Johnston moved to continue the item to a date uncertain, depending on the applicant. **Second:** Council Member Barney made the second.

Voting Yes: Council Members Kahler, Johnston, Barney, and Stack. **Voting No:** none. Council Member Phillips had lost remote connection to the meeting and was absent for the vote. **The Motion Passed 4-0.**

Ron Phillips, attending for agenda item six, asked the City administration to consider re-ordering future agendas to have agenda items with applicants in attendance closer to the beginning of the meeting.

X. COMMUNICATION:

Council Members Kahler and Stack communicated they would be absent for the October 17, 2023, City Council Meeting.

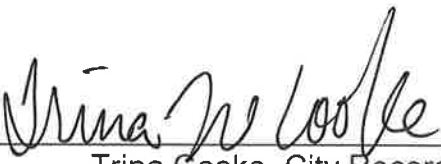
Council Member Kahler volunteered to participate in any capacity to work with UDOT (Utah Department of Transportation), Wasatch County, and the School District towards safer streets. Council Member Barney wished to have discussion regarding the possibility of installing a pedestrian sky-bridges. City Engineer Russ Funk indicated he would speak with UDOT regarding the possibility. Discussion regarding pedestrian safety continued.

City Recorder Trina Cooke shared the reason for the agenda order was to have high-cost consultants go first, followed by the items for which the public was in attendance.

XI. ADJOURNMENT:

Motion: Council Member Kahler made the motion to adjourn. **Second:** Council Member Johnston seconded the motion. The Heber City Council Meeting adjourned at 9:15 p.m.




Trina Cooke, City Recorder



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

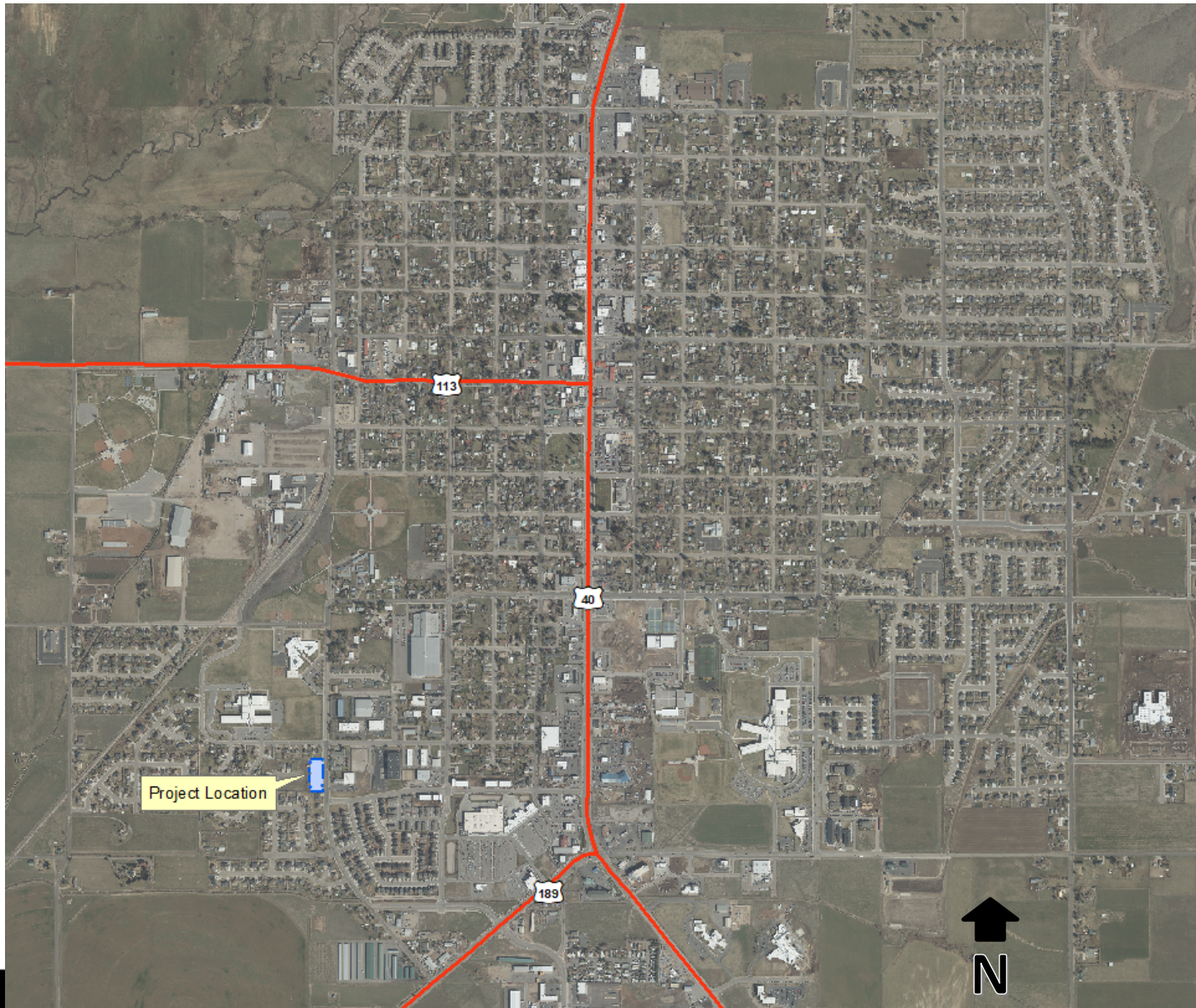
Industrial Road Cottages MDA

October 3, 2023

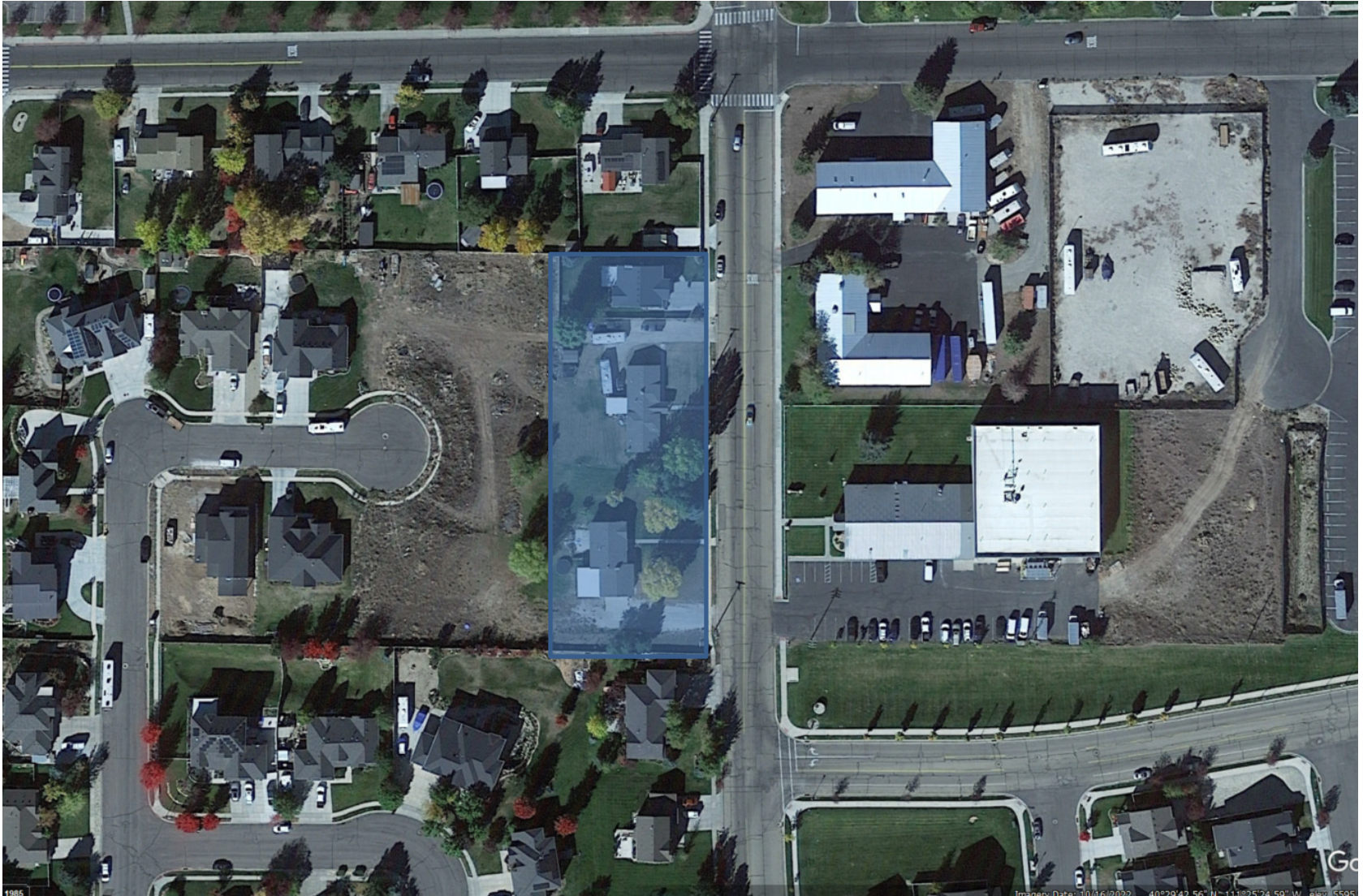
Petitioner: Russ Witt



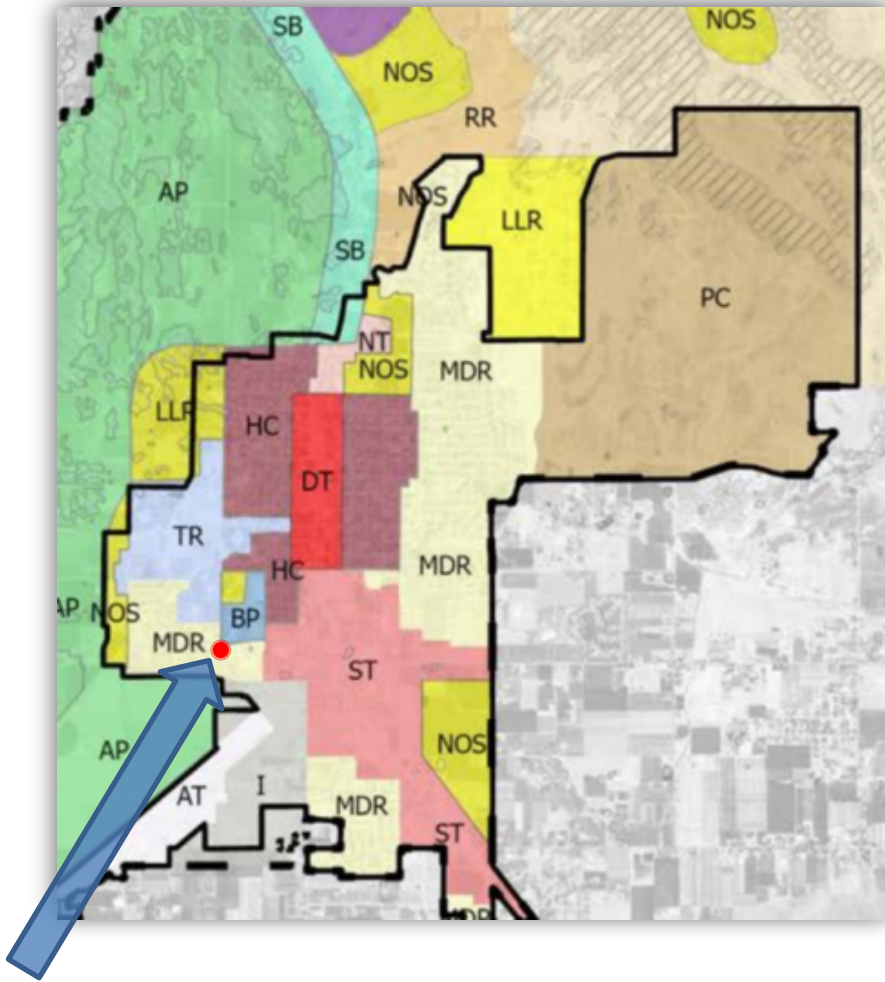
Vicinity Map



Aerial Photo



General Plan & Zoning Map



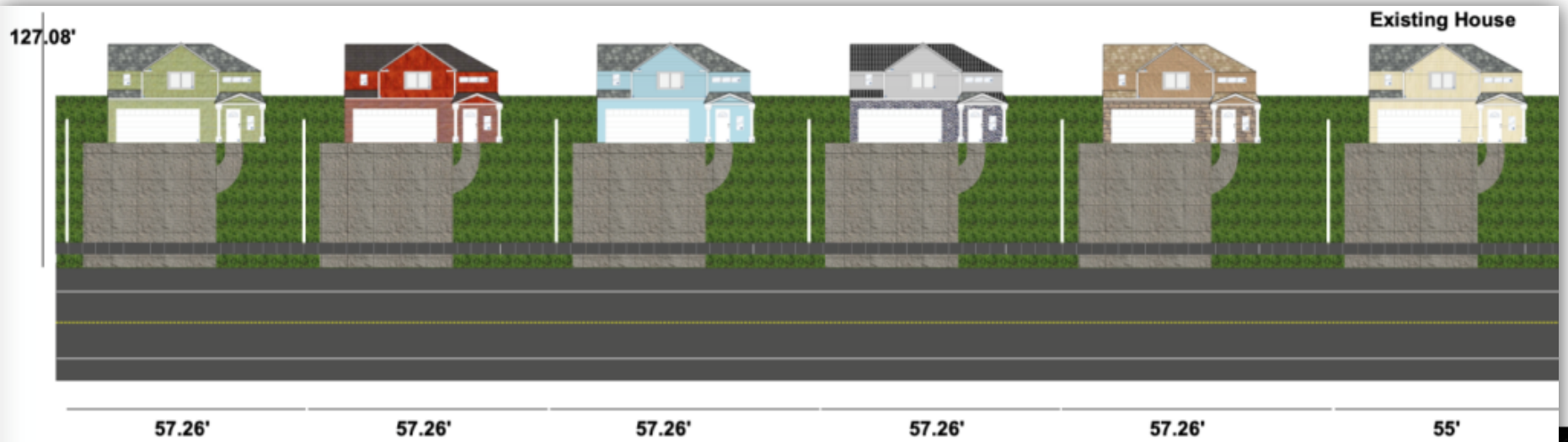
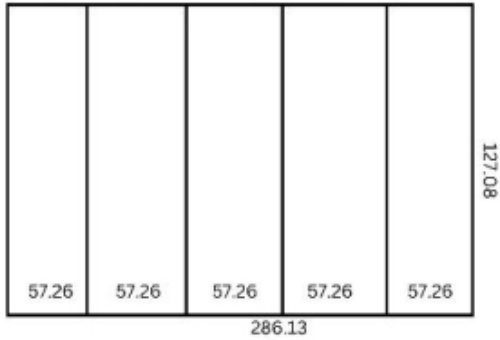
Existing Dwellings



Concept



Industrial Parkway



Draft Subdivision Concept



LEGEND

LOT LINES (EXISTING) ————
 LOT LINES (PROPOSED) - - - - -
 EXISTING CURB AND GUTTER = = = = =
 PROPOSED CURB AND GUTTER = = = = =
 SETBACK LINE - - - - -
 EXISTING FENCE - - - - -
 LANDSCAPE AREA [Pattern]
 CONCRETE AREA [Pattern]

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, 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

Scale in Feet

1" = 20'

ZONE MAP AMENDMENT

LEGEND ENGINEERING

1000 N. 1000 E. SUITE 100
 HEBER CITY, UT 84032
 PHONE: 435-864-4888
 LEGENDENGINEERING.COM

LEGEND ENGINEERING

COTTAGES ON INDUSTRIAL
SITE CONCEPT
988 S INDUSTRIAL PARKWAY, HEBER CITY, UTAH 84032

DATE: 8/8/2023

SHEET: C-1

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

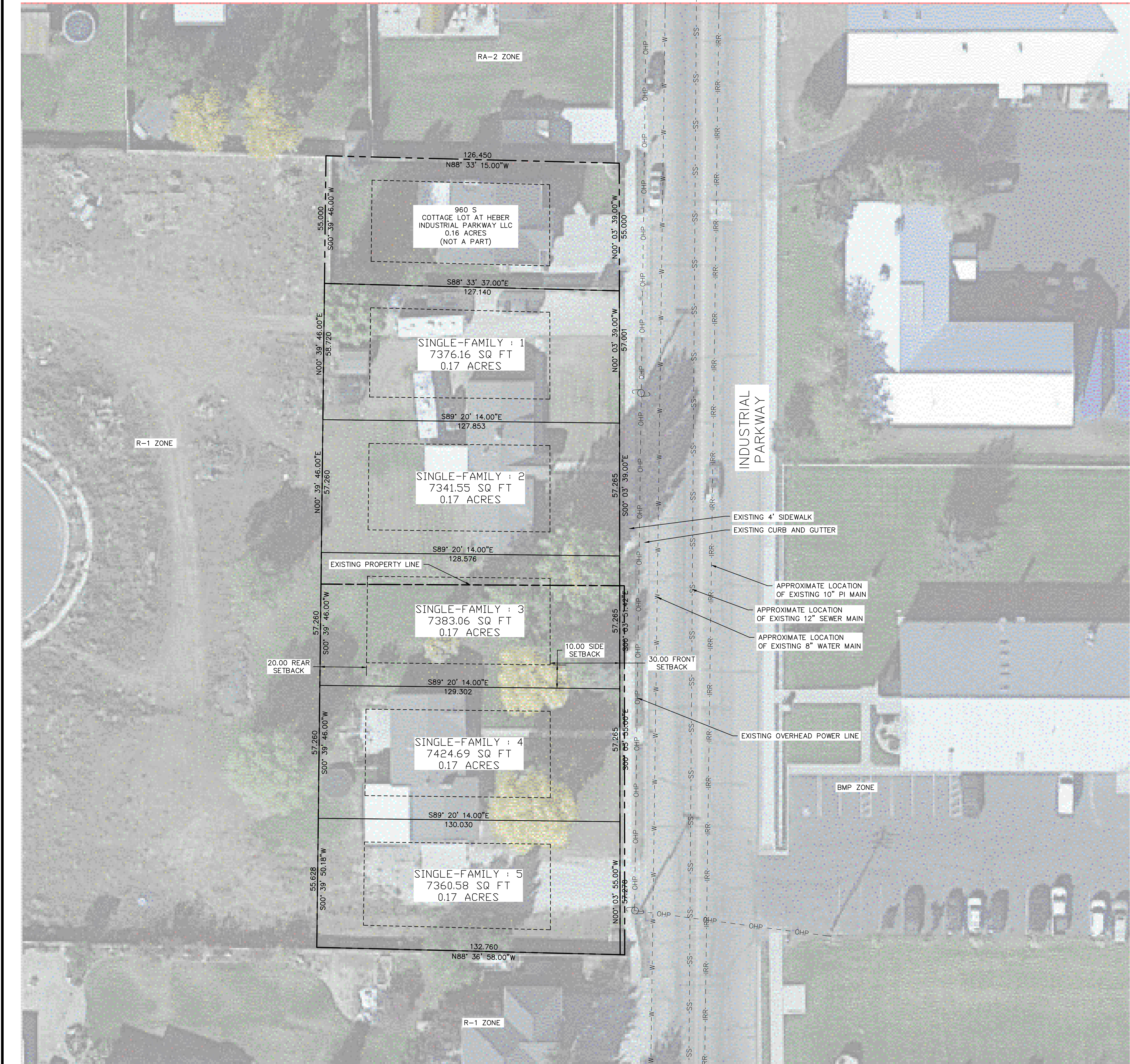
Architectural Intent

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



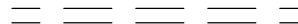




LEGEND

LOT LINES (EXISTING) 

LOT LINES (PROPOSED) 

EXISTING CURB AND GUTTER 

PROPOSED CURB AND GUTTER 

SETBACK LINE 

EXISTING FENCE 

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

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REAR YARD: 20'

- GENERAL NOTES:
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 6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
 7. ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.



0 20 40 60

1" = 20'

Scale in Feet

ZONE MAP AMENDMENT

LEGEND ENGINEERING

52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com



COTTAGES ON INDUSTRIAL
SITE CONCEPT

988 S INDUSTRIAL PARKWAY, HEBER CITY, UTAH 84032

SHEET:

C-1

DATE:

8/8/2023

REVISIONS

NO.	REVISIONS	BY	DATE

ENGINEER: CJ

CHECKED BY: LR

LAST STAND SUBDIVISION - PLAT B

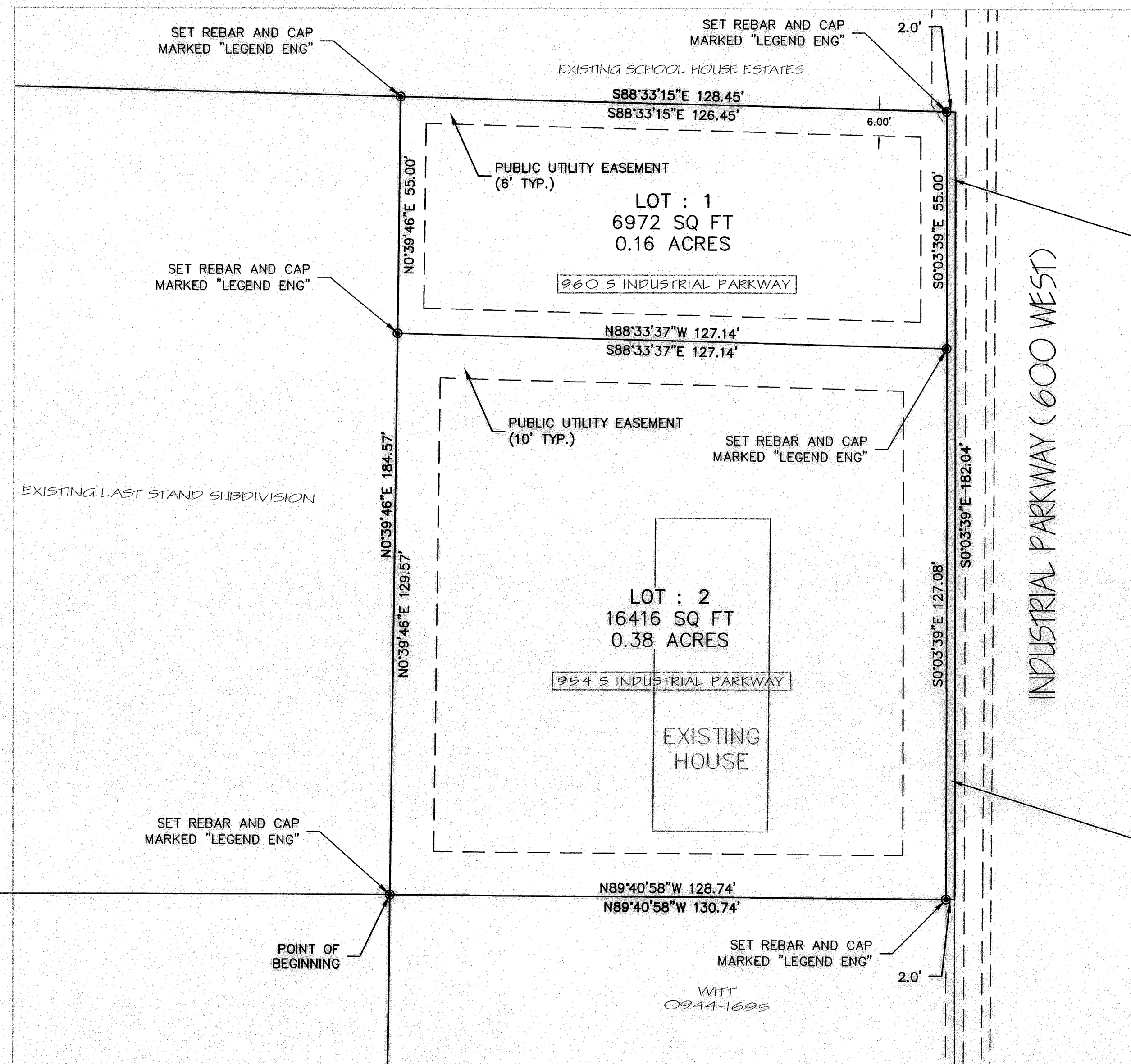
LOCATED IN THE SE 1/4 OF SECTION 6, TOWNSHIP 4S, RANGE 5E
SALT LAKE BASE AND MERIDIAN
HEBER CITY, UTAH

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')

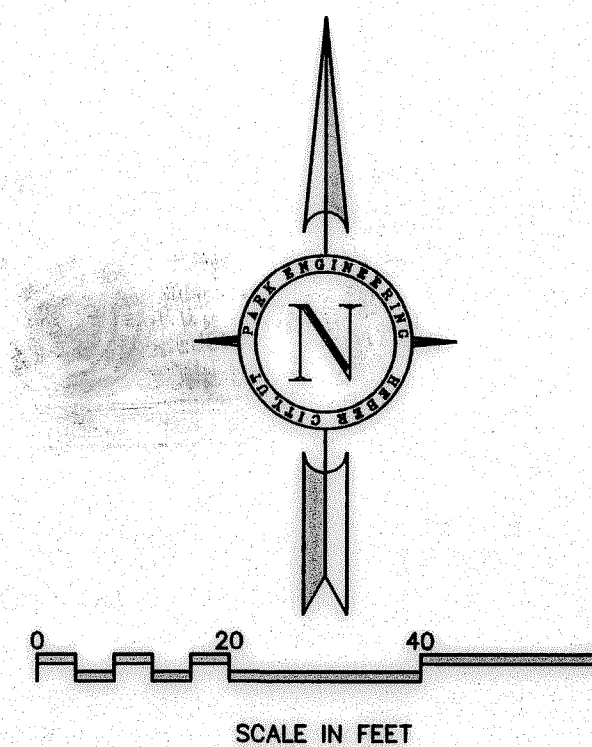
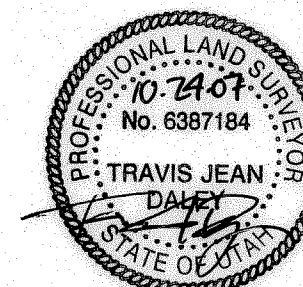
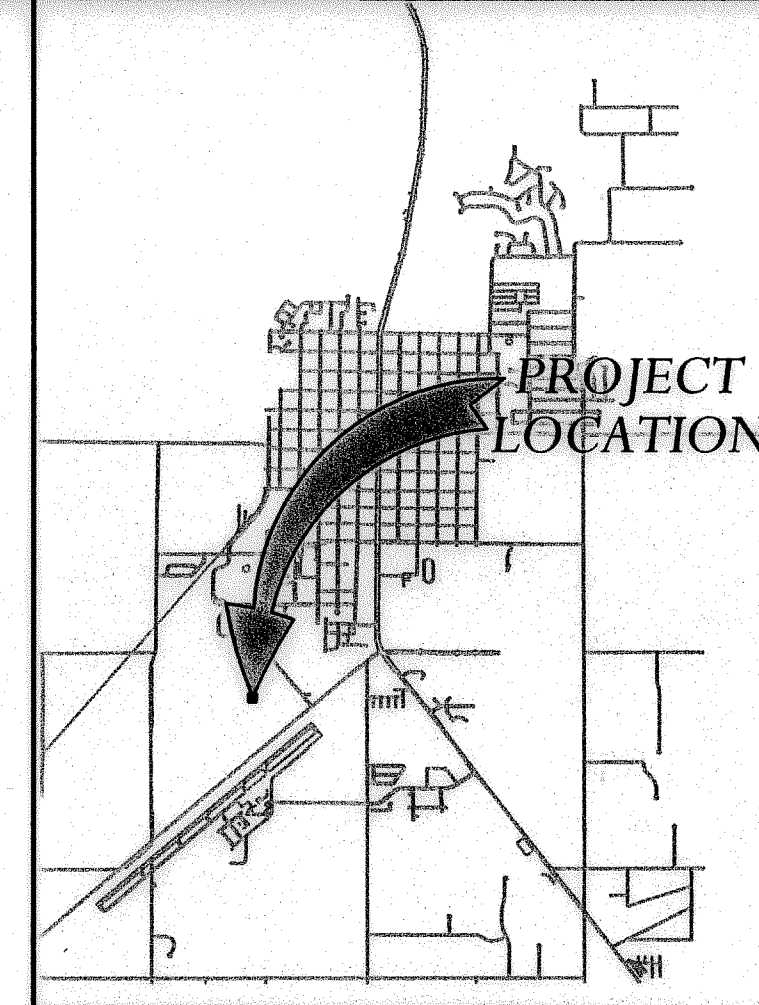
N01°12'40"W 849.67'

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.

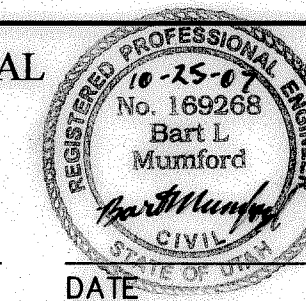


LEGEND

- 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
DATE 10-24-07

WASATCH COUNTY RECORDER

ENTRY # 327183 DATE 10-26-07 TIME 2:12 PM
FEE 32.00 BK 952 PG 1 FOR WIT EXCAVATION
BY M. GILL WASATCH COUNTY RECORDER ELIZABETH M. PALMIER
PG. 1972-1981

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

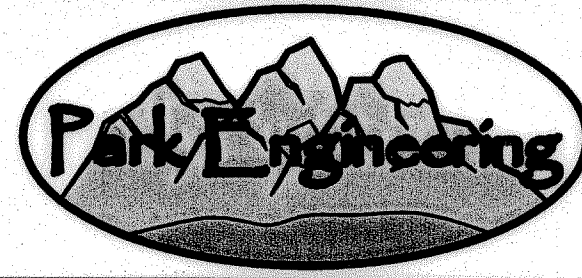
Bart L. Mumford
Chairman, Planning Commission

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 DATE
APPROVED _____ SJP
DATE 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

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: 2/20/2024
SUBJECT: Jordanelle Ridge (Fitzgerald) Preliminary Subdivision
RESPONSIBLE: Aubrey Larsen
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

This is an action item to consider Subdivision Preliminary approval for Jordanelle Ridge Village 2 - Fitzgerald.

RECOMMENDATION

Staff recommends that the Jordanelle Ridge Village 2 - Fitzgerald Subdivision Preliminary be approved by the City Council subject to findings and conditions.

BACKGROUND

The Jordanelle Ridge Village Fitzgerald Annexation development is located north of Coyote Canyon Parkway and east of U.S. 40 within the MC (Mountain Community) Zone and is subject to the Sorensen Annexation Agreement. The development will consist of 303 residential town homes and 52 single-family units on 53.6.

Concept plans were reviewed by DRM on January 4, 2023, at which time engineering requested supplemental environmental reports and commented on road design and drainage. The applicant clarified that details regarding the fire station component will be provided in the future. The proposed park will largely be natural.

Preliminary plans and drawings were presented at DRM on August, 23, 2023 at which time staff requested a number of corrections and clarifications. Items requested at the subdivision preliminary DRM and their resolution are as follows:

- **Clarify how many affordable units will be provided:** 18 affordable units (5% of total units).
 - **Clarify how much open space will be provided:** No percentage of open space is required per the MDA, the park impact fee will be required at building permit.
 - **Provide an updated site data table:** Provided by applicant.
 - **Provide any missing items as per 17.20.030, Preliminary Plans:** Missing items were provided or clarified by the applicant.
-

- **Address engineering comments:** After receiving Planning Commission Preliminary approval, the applicant is required to address the comments on the drawings and documents when submitting Final applications.

The application went before the Planning Commission on January 23, 2024 at which time it received approval subject to findings and conditions. As per the MDA, the City Council also needs to act on the item.

DISCUSSION

A number of engineering comments from the August 23, 2024 DRM need to be addressed as a condition of preliminary approval unless otherwise noted (see exhibit 2-21001LT JRidge2 Fitzgerald PC Prelim Horrocks 240112). Comments pertain to the following:

- General comments
- Environmental
- Streets
- Storm Water
- Parks and Trails
- Public Safety
- Water and Irrigation
- Sewer

FISCAL IMPACT

CONCLUSION

Staff recommends approval of **Jordanelle Ridge Village 2 - Fitzgerald Preliminary Subdivision** by the City Council subject to findings and conditions:

Findings

1. The application is consistent with the Municipal Zoning Code.
2. The application is consistent with the General Plan.
3. The application is consistent with the approved MDA.

Conditions:

1. All requirements of the City Engineer shall be met.
2. All other Code Requirements shall be met.
3. Any other conditions or changes as articulated by the City Council.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** 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: Planning
Staff member: Aubrey Larsen , Planning Consultant

EXHIBITS

1. 1-Jordanelle Ridge Village 2 Fitzgerald SUB. PRELIMINARY - Planner Checklist
2. 2-21001LT JRidge2 Fitzgerald PC Prelim Horrocks 240112
3. 3-JRV 2 Fitzgerald Sub Preliminary DRAWINGS and ATTACHMENTS

Jordanelle Ridge Village 2 Fitzgerald – Subdivision Preliminary

Project Name: Jordanelle Ridge Village 2 Fitzgerald
Type: Subdivision Preliminary
GL CODE: GL 10-2651
Date Submitted: 07/25/2023
Sub. Preliminary DRM Date: 08/23/2023
Project Address: 2156 North Highway 40
Project Owner: Jordanelle Ridge
Company Name/ Agent: -

Project Description: 52 Single Family Lots and 303 Townhomes.

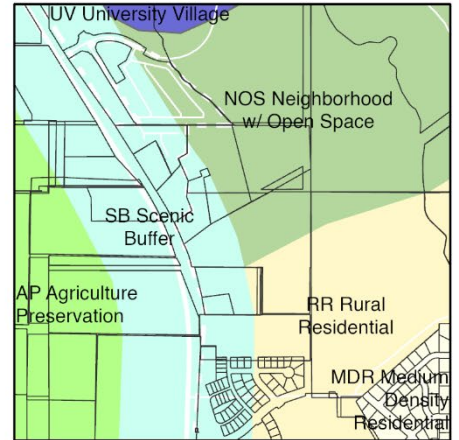
World Imagery



Zoning



General Plan Designation



Acres: 53.622
Number of Lots/ Units: 355
Parcel(s): Multiple
Current Zone: MCZ (Mountain Community Zone), / Sorenson Annexation Agreement and exhibits apply

General Plan Designation: NOS Neighborhood/ RR (Rural Residential)/ SB Scenic Buffer

Current Use: Vacant
Adjacent Uses: Vacant

Planning Commission Date: -
City Council Date: -

Land Use Authority: Planning Commission

PLANNING REVIEW CHECKLIST

Action Type: Administrative/Legislative
Planner: Mark Vlasic, Landmark Design
Jamie Baron, Planner

Previous Meetings

Previous Meetings:

Subdivision Concept DRM Date: 01/04/2023

COMMENTS:

- Was this part of the original Sorenson annexation agreement? Has it been annexed? Does the agreement apply?
- Need to clarify zoning/ annexation status
- 17.20.010 Concept Plans
 - The Concept Plan shall be drawn to a scale no smaller than one-inch equals one hundred (100) feet and shall include:
 - Conceptual layout of the following:
 - Lots, including lot sizes **No lot dimensions/ acres**
 - Buildings for multi-family or nonresidential projects, including building area **What is the area of the Fire Station?**
 - Data Table containing the following:
 - Parking analysis **No parking analysis provided for Fire Station. Parking area for fire station may be in conflict with the trailhead.**

NOTES:

- Plat is receiving signatures and then it will be sent to the state.
- Engineering: will need supplemental environmental reports. Some comments on road design/ drainage.
- North village code – need to comply with architecture requirements. Fire station will happen further down the road – given to fire district. Fire station will be more detailed later on, future conversation on the parking lot.
- Park will largely be natural, maintain springs, history.

Previous Approvals: N/A

Process:

Staff Finding: TBD

Community Review:

General Plan: Heber City Envision 2050 (Adopted 2020)

Staff Finding:

General Review

Generally meets requirements, may proceed to DRM.

QUESTIONS/ ITEMS TO ADDRESS

- The concept plan showed a slightly different unit total (50 single family and 291 townhomes). Civic Review indicates there will be 52 single family lots and 303 townhomes.

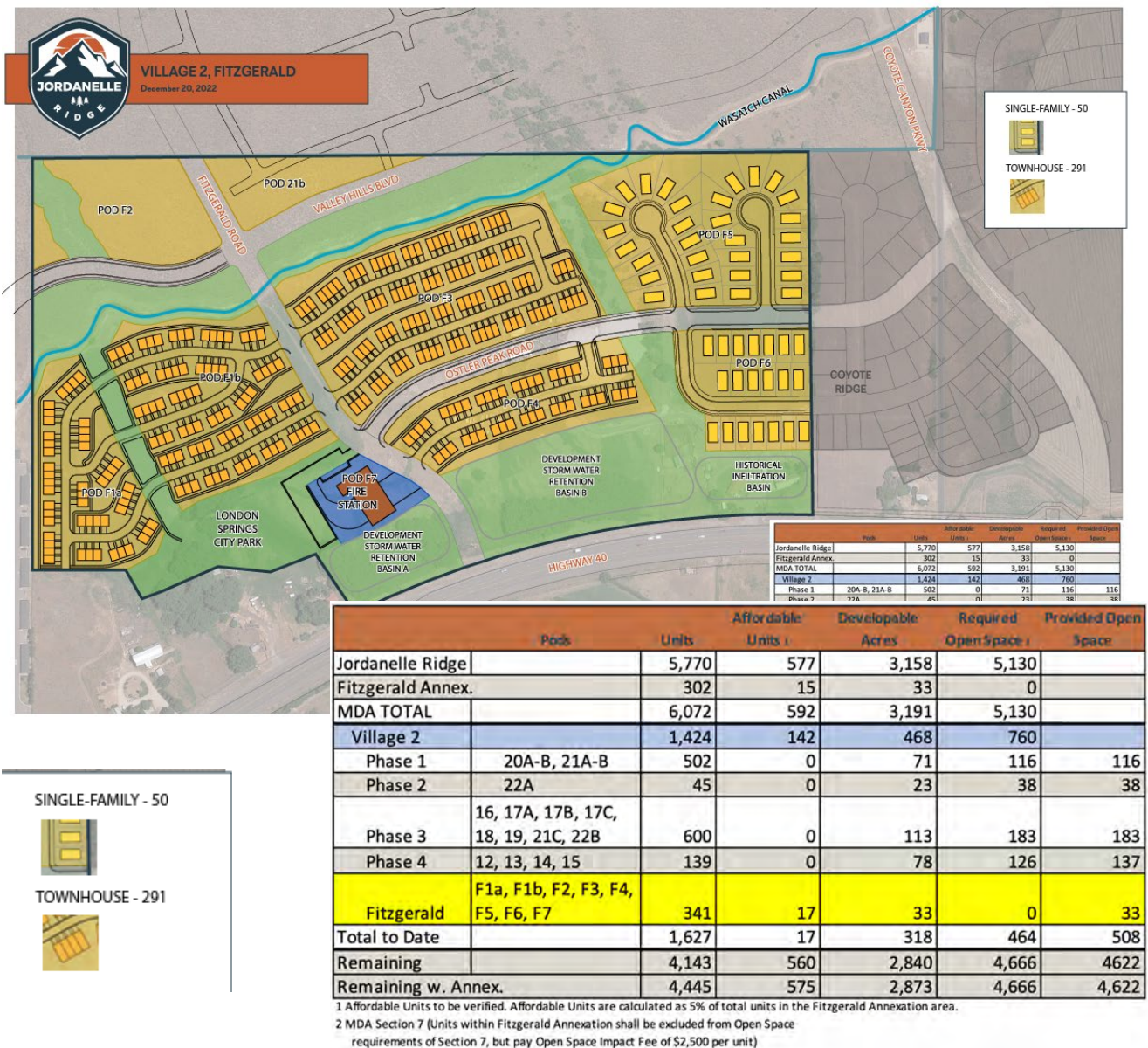
PLANNING REVIEW CHECKLIST

How many affordable units will be provided now? Open space? Please provide an updated site data table.

- As per 17.20.030 Preliminary Plans, the following items appear to be missing:
 - A title report for all lands proposed to be subdivided;
 - A Preliminary Environmental Impact Assessment (also brought up by engineering)
 - Water Action Report as required by Section 15.16.090
 - "Will Serve" letters from all serving utilities.
 - Affordable Housing Plan as required by Section 18.102.030.

DRM NOTES

- Wetland needs to be shown



Code Review

17.16 General Subdivision Procedures

- 17.16.010 Required Procedures for Approval:** Existing subdivision designed and roads/primary infrastructure partially installed according to Wasatch County requirements. Site was recently annexed into Heber City as part of **Sorensen Annexation Agreement**. General conditions of the project as approved previously by Wasatch County acknowledged by that agreement. Since the project was not designed to meet established Heber City code requirements, a nuanced review process is required with a focus on making adjustments as feasible to critical features in order to better meet Heber City vision, standards and requirements. Sorensen Annexation Agreement and Residential Design Guidelines upon which the project was originally designed (Wasatch County Jordanelle Property MDA) were also reviewed.

17.20 Plans

17.20.030 Preliminary Plans

The preliminary plan shall be drawn to a scale no smaller than one inch equals one hundred (100) feet for overall sheets and one inch equals forty (40) feet for plan and profile sheets and shall show:

Complies?	Requirements
✓	A. The proposed name of the subdivision;
✓	B. Vicinity map-the location of the subdivision. Where the plan submitted covers only a part of the subdivider's tract, the Land Use Authority may require the subdivider to prepare a preliminary plan covering all of the subdivider's tract before even considering a preliminary plan covering only part of the tract;
✓	C. The names and addresses of the subdivider, the engineer, or surveyor of the subdivision, and the owner(s) of the land immediately adjoining the land to be subdivided;
✓	D. Information sufficient to locate accurately the property shown on the plan with reference to survey markers or monuments;
✓	E. Contour map at intervals required by the Land Use Authority at concept approval;
✓	F. The boundary lines of the tract to be subdivided;
✓	G. The location, width, and other dimensions of all existing or platted streets and other important features such as watercourses, exceptional topography and buildings within the tract and within two hundred feet of the tract to be subdivided;

PLANNING REVIEW CHECKLIST

✓	H. Existing sanitary sewers, storm drains, culinary and secondary water supply mains, and bridges within the tract or within two hundred feet thereof;
✓	I. The location, width, and other dimensions of proposed streets, alleys, easements, parks and other open spaces with proper labeling of spaces to be dedicated to the public or to the occupants or owners of lots within the subdivision;
✓	J. Northpoint, scale and date;
✓	K. Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
✓	L. All easements of record shall be shown on the preliminary map; Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
✓	M. All lot numbers and bearings, distances, and curve data of all lot lines, street center lines, right-of-way lines, etc.
N. Unless waived by the City Engineer, the following shall be included with the preliminary plans:	
Met through MDA	1. A development agreement that addresses:
	a. The dedication and maintenance of public and private open space, natural features, trails, amenities, streets and other common areas;
17 affordable units indicated at concept stage/ has that changed?	b. Implementation of the development's affordable housing plan;
	c. Conditions of approval necessary to implement the intent and requirements of the Utah State Code, Subdivision Ordinance, Zoning Ordinance, General Plan or Capital Facilities Plan; and
	d. Measures necessary to mitigate land hazards and sensitive lands as required by the Subdivision Ordinance, Zoning Ordinance or General Plan.
	2. A title report for all lands proposed to be subdivided;
	3. A Preliminary Environmental Impact Assessment evaluating potential/anticipated environmental impacts of the project, including planned measures to limit or mitigate such impacts, addressing each of the following areas:
	a. Wetlands
	b. Flood Plains
	c. Vegetation and Natural Features
	d. Rivers & Streams

PLANNING REVIEW CHECKLIST

		e. Slopes and Erosion Control
		f. Endangered and Threatened Species
		g. Historic Properties
		h. Cultural Resources
		i. Water Quality
		j. Air Quality
		k. Hazardous Materials and Operations
		l. View shed analysis where applicable per Section 18.106 Ridgeline Protection
✓	4.	A Geotechnical Report including the following information:
		a. Summary of Proposed Construction
		b. Evaluation of Geologic Hazards
		c. Subsurface Soil Profiles for the Site
		d. Groundwater
		e. Soil Classifications
		f. Soil Properties
		g. Design Recommendations
		h. Construction Recommendations
✓	5.	A Storm Water Drainage Report meeting the requirements of the City Engineer.
✓	6.	A Traffic Impact Study meeting the requirements of the City Engineer.
	7.	Water Action Report as required by Section 15.16.090
	8.	"Will Serve" letters from all serving utilities.
	9.	Affordable Housing Plan as required by Section 18.102.030.

17.64.010 Criteria for Approval

Before approving a preliminary plan for a final plat of a subdivision, the planning commission may require amendments or modification of the plan if it finds that:

- A. The layout of the subdivision does not conform to acceptable standards of design as set forth in this title;
- B. The subdivision is not provided with adequate ingress or egress;
- C. The subdivision contains geologic, soil, water, or other hazards which could be detrimental to the subdivision, surrounding area, or to the city;
- D. The subdivision does not provide the required improvements or quality of improvements or does not comply with other requirements as set forth in this chapter. Such amendments or modifications shall be sufficient in all cases to correct the inadequacies so that the subdivision will conform to the requirements of this chapter.

17.20.030 Final Construction - Plans And Final Plat

1. The Final plat shall be drawn to a scale no smaller than one inch equals one hundred (100) feet and shall show:
 1. The name of the subdivision;

2. Blocks for the names and stamps of the engineer and/or surveyor of the subdivision. An Owner's dedication block.
 3. Signature lines for the City Engineer, Land Use Authority and Water and Sewer Service Providers.
 4. A boundary description. Also, all existing survey monuments and survey monuments to be installed with the construction of the subdivision shall be shown and properly labelled and referenced;
 5. Northpoint, scale and date;
 6. All easements of record shall be shown on the final plat;
 7. Street numbers and names;
 8. All lot numbers and situs addresses. Also, all bearings, distances, and curve data for all lot lines street center lines, right-of-way lines, etc.
 9. All public utility easements as required by the planning commission;
 10. A vicinity map showing the location of the subdivision in relationship to the city;
 11. Any notices to purchasers required by the planning commission;
 12. Any notes required by the City Engineer.
2. The Final Plans shall be drawn to a scale no smaller than one inch equals one hundred (100) feet for overall sheets and one inch equals forty (40) feet for plan and profile sheets. In addition to all of the requirements of the preliminary plans, the following shall also be included with the final plans:
1. An updated title report for all lands proposed to be subdivided;
 2. A revised Environmental Impact Assessment or EIS if required by the City Engineer at preliminary approval. Additional environmental work will be necessary if:
 1. The proposed development did not adequately mitigate hazards identified in the Preliminary Environmental Impact Assessment.
 2. Other sensitive land issues as identified by Chapter 17.34, impact the proposed development and were not identified in the Preliminary Environmental Impact Assessment or were not adequately mitigated by the proposed development.
 3. Tax clearance from county assessor;
 4. Hard copy and electronic sets of Engineered construction drawings as required by the City Engineer. In addition to all requirements of the preliminary plans, the final plans shall include typical street cross-sections, road, sewer, and other underground utility profiles and plans. Details showing the width and type of pavement. Location, size, and type of off-site and on-site water and sewer facilities and other improvements, such as sidewalks, curbs and gutters, parks, street lighting, and fire hydrants, etc;
 5. Data Table containing the following:
 1. Uses
 2. Density
 3. Open space calculations, as required by the zone
 4. Parking analysis, as applicable
 6. Landscaping plan, including a data table relating to the applicable landscaping requirements of Chapter 18.76.

7. Lighting plan as outlined in Section 18.78.050, including a data table relating to the applicable lighting requirements of Chapter 18.78.
8. Exterior materials Board for all non-residential and multi-family buildings.
9. Scaled color elevations of all non-residential and multi-family buildings, including a data table relating to the applicable design standards.
10. Record of survey map;
11. Checklist of all items discussed at preliminary approval.

17.32.010 Building Sites

The lot arrangement, design and shape shall be such that lots will provide a compact body of land for buildings and be properly related to topography and conform to requirements set forth in this title. Lots shall not contain peculiarly shaped elongations, solely to provide necessary square footage, which would be unusable for normal purposes.

17.32.020 Lot Sizes

All lots shown on the subdivision plat must conform to the minimum requirements of Title 18 of this code for the zone in which the subdivision is located, except when approved by the planning commission and city council as a large-scale development.

17.32.030 Lots Must Abut On Public Streets

Each lot shall abut on a street dedicated by the subdivision plat or an existing publicly dedicated street which if sixty feet wide, or more, except when approved by the planning commission and city council as a large scale development. Interior lots having frontage on two streets shall be prohibited, except where topographic conditions make such design desirable.

17.32.040 Corner Lots

Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.

17.32.050 Parts Of Lots

All remnants of lots below minimum size, left over after subdividing a larger tract, must be attached to adjacent lots, rather than be allowed to remain as usable parcels.

17.32.060 Divided Lots

Where the land contained within one lot is divided into two or more parcels in separate ownership, the land in each lot so divided shall be transferred by deed to single ownership before approval of the final plat, and such transfer recorded in the county recorder's office before being certified to the planning commission by the subdivider. Thereafter, no lot in the subdivision shall be partitioned.

17.36 Large-Scale Development

- **17.36.010 Compliance with Zoning Provisions:** Sorensen Annexation Agreement indicates Mountain Community Zone (MCZ) to apply for Architectural Design considerations.

17.48 General Subdivision Requirements

17.48.010 School Sites -- Public Spaces

In subdividing property, consideration should be given to sites for schools, parks, playgrounds, and other areas for public use, as shown on the comprehensive plan. Any provision for such open spaces shall be indicated on the preliminary plan in order that it may be determined in what manner such areas will be dedicated to, or acquired by the appropriate agency.

17.48.020 Private Roads And Driveways -- Construction And Maintenance

1. The city shall not open, grade, pave, or perform any maintenance work on any private or undedicated street or alley, and the city shall refrain from laying utility lines in any street which has not:
 1. Been accepted by the city as a public street or alley; or
 2. Which has not received the approval of the city council as part of a final plat of a subdivision, unless an easement is granted therefor.
2. The city shall not accept nor maintain a street or other public way unless said street has been accepted by the city council as a public street and the street has been constructed in accordance with city standards.

17.48.030 Water Supply And Storage

All lots within the subdivision shall be served by an approved central water system consisting of both a culinary water system and a secondary pressurized irrigation system. The subdivider shall submit proof that the proposed culinary water source and distribution system are capable of providing at least four hundred gallons per dwelling unit per day for indoor uses plus the amount of water required to provide fire protection as per city standards. Where water is to be used for lawn sprinkling and other outside uses, the subdivider shall submit proof the proposed secondary water source and distribution system are capable of providing at least four hundred gallons per dwelling unit per day, but not less the amount required to adequately irrigate all lands to be landscaped within the development, as determined by the city engineer.

17.48.040 Small Subdivisions

A. Whenever a small subdivision meeting the conditions as set forth in Section 17.12.010 of this chapter is proposed, a preliminary plan conforming to the requirements for preliminary plans as set forth in Section 17.20.020 shall be prepared and submitted to the planning commission for approval at least 28 (twenty-eight) days prior to the Planning Commission meeting. Before preparing and submitting the plans, the applicant shall meet with the Planning and Engineering departments to determine if any of the requirements set forth in 17.20.020 are not necessary to be submitted to the Planning Commission in order for it to make an educated decision. Staff will base its determination on the site conditions as well as surrounding conditions.

B. Before the planning commission shall approve any such plan, all improvements required under Section 17.40.010 shall have been installed or assurances given to the city that the improvements will be installed without cost to the City as set forth in Chapter 17.52. Exception: The applicant may petition for and the Planning Commission may, upon recommendation from the Planning and Engineering Departments, waive any of the required improvements in 17.40.010 excluding 17.40.010 A1 (Potable Water), A2 (water and sewer mains and laterals), A3 (fire hydrants), B2 (hard-surfacing of streets) and C (utilities--except the Cable Television requirement may be

waived). In determining whether or not to waive said requirements, consideration shall be given to conditions on site, conditions surrounding the site, the availability of improvements in the area, the practicality of constructing said improvements, the respective capital improvements plans for each improvement, and whether or not the waiver(s) substantially affect the General Plan of the City. A financial hardship shall not be considered by the Planning Commission as reason to grant a waiver.

C. The Planning Director, or its designee, serves as the Land Use Authority approving Small Subdivisions (aka Lot Splits), with appeals going to the Appeal Authority. In the case of Small Subdivisions where a request is made for the waiver of improvements as per Subsection B above, the City Council shall serve as the Land Use Authority, with administrative appeals going to the Appeal Authority and policy making appeals going to the District Court.

17.48.050 Work To Be Done By Engineer Or Surveyor

All engineering work or surveying of property must be done by or under direction of a registered professional engineer or land surveyor registered in the state.

17.48.060 Continuity Of Dead-End Streets

Whenever a proposed subdivision has a street which terminates against private property of an individual, other than the subdivider, a strip of land at least one foot wide across the entire end of the subdivider's proposed street and on the subdivider's property, must be platted as a lot, and said lot shall be deeded to the city as a lot in the proposed subdivision for future street purposes.

17.48.070 Protection Of Scenic Features

Where natural or scenic features and/or historic community assets exist, such features or community assets shall be safeguarded by dedication to a public or private agency.

18.04 General Provisions - Requirements generally met.

18.12 Administration – Process generally applies, with adjustments to account for previous planning and design per Wasatch County requirements.

18.16 Zones Generally - To be reviewed according to 18.66 Mountain Community Zone requirement per Sorensen Annexation Agreement.

18.20 Official Zone Map – Municipal limits do not currently encompass sit, although the site was recently annexed into Heber City.

18.66 Mountain Community Zone (MCZ)

- **18.66.010 Purpose and Intent** – requirements generally met.
- **18.66.020 General Requirements**

- A. Property identified as Mountain Community in the General Plan may be either annexed into the City as Mountain Community Zoned land or rezoned through the Heber City Rezone process as Mountain Community Zoned land.

- B. Adequate Public Facilities shall be provided per Heber City Code Title 17.
- C. The City shall require such an arrangement of structures and open space within the MR Zone as necessary to assure that the purpose of the zone is achieved, including but not limited to the following:
 - a. Minimum Open Space as per Section 18.66.070.
 - b. Commercial areas should provide the density, building mass, scale, and visual feeling of a mountain resort area.
 - c. Adequate Public Facilities. Notwithstanding the residential densities and land use intensities permitted by this code, development shall bear the costs associated with any on-site or off-site improvements necessary to provide an adequate level of service to the proposed development.
 - d. Density. Density in the Mountain Community Zone shall be as follows.
 - i. Residential density is calculated per gross acre of the entire proposed development, inclusive of all open space, water ways, residential and nonresidential areas, streets and dedications etc., that may be located upon a particular development parcel.
 - ii. Density shall not exceed one (1) residential unit per gross acre for developments connected to a central sewer system and shall not exceed one (1) residential unit per 5 acres for developments serviced with septic tanks.
 - iii. Non-residential development intensity is determined through application of applicable development requirements such as road dedication, parking, height and setback requirements, etc.
 - iv. Development approved by Wasatch County that qualifies for "Vesting" as defined by Utah State Code Section 10-9a-509, shall be entitled to all approved densities, rights and privileges of such vesting, provided the development is constructed as per all required agreements, requirements, standards and dedications of such vesting as approved by Wasatch County.
 - v. Annexation and Development Agreement Approved by Heber City as part of an Annexation Petition.
 - e. Transfer of Development Rights (TDR). Development rights may be transferred from one property to another within the Mountain Community Zone, provided an appropriate device is utilized, such as a deed to a public agency for the property, a conservation easement held by a third party for the property, etc. A development agreement shall be recorded on both the transferring and receiving properties that describes the nature and extent of the TOR.
 - i. If TOR is utilized to preserve portions of the North Fields, the City may, upon submittal of a financial feasibility analysis by a TOR petitioner, grant a bonus density with the TOR, if such bonus density is determined by the City Council to be necessary to ensure the TOR transaction is financially feasible.
 - ii. Subject to any applicable approved Development Agreement, the City Council reserves sole discretion to accept or deny a TOR, and may solicit assistance from Wasatch County and the Wasatch County Open Lands Board in consideration and implementation of such requests.

- f. Steep slopes (areas over 30% slope) and Wetlands (jurisdictional wetlands as defined by the Army Corps of Engineers) shall be calculated to one (1) unit per gross acre when calculating the base density. Master Plans shall be sensitive and avoid areas with steep slopes, wetlands, high water tables and important view sheds from Highway 40. The Council may require open space protection and setbacks for steep slopes, wetlands, and important view sheds they deem sensitive.
- g. Street standards within the MR Zone are designed to be environmentally sensitive and reduce environmental impacts. MR Zone streets shall follow the street standards established for the MR Zone herein.

- **18.66.030 Permitted Uses**

Residential Type Uses

- 1. Detached One-family dwellings (patio lots, traditional lots and estate lots), and the following accessory buildings and structures and uses:
 - 1. Private garage for the storage of automobiles owned by persons residing on the premises.
 - 2. Private recreational facilities such as swimming pools and tennis courts;
 - 3. Accessory Structures, subject to the provisions of Section 18.66.040;
 - 4. Customary household pets;
 - 5. Home Occupations that meet the requirements of Chapter 18.108;
 - 6. Nursery schools, family day care, mini-day care, if they meet the conditions set forth in Chapter 18.86;
- A. Accessory Building Setbacks. Accessory buildings shall follow the setbacks and requirements outlined in Section 18.68.060 Accessory Buildings.
- B. Rural Highway Setbacks. Along any state and federal highway, all buildings and structures shall be setback from the edge of the highway right of way at least 150' for Residential Use buildings identified in Section 18.66.030 A., and 50' for Non-residential and Mixed Residential Commercial buildings identified in Section 18.66.030 B.

Non-Residential and Mixed Residential-Commercial Uses

- 1. Multi-family Dwellings (two-unit through ten-unit dwellings);
- 2. Horizontal and/or Vertical residential-commercial mixed use with residential condominiums (apartments are prohibited);
- 3. Day care facilities, if meeting the conditions set forth in Chapter 18.86;
- 4. Temporary sales and construction offices;
- 5. Rest homes, assisted living and senior centers;
- 6. Public and private schools, churches, museums, arboretums, libraries and public buildings; Fire Station?

7. Fraternity buildings, clubs, lodges;
8. Golf Courses containing at least 9-holes, and may have golf course facilities and maintenance facilities and areas, golf clubhouse, pro-shop, restaurants, and related activities;
9. Bed & Breakfasts as regulated by Section 18.108.034, not exceeding twelve guest rooms;
10. Hotels, along with associated convention facilities, retail, office, commercial and restaurant facilities;
11. Spas, Fitness Centers, Conference Facilities;
12. Commercial uses, including restaurant (excluding drive-thru's), retail and gas stations, when such uses do not exceed 4,000 square feet of floor area per business;
13. Research and Development Parks, Office Parks and Technology Parks;
14. New and used auto retail sale facilities;
15. Airports, both public and private.

- **18.66.050 Mountain Community Zone Development Approval Process**

Development shall be approved through the process identified in Title 17, except development that includes 10 or more residential units shall be required to submit a Master Plan:

1. Master Plan. Master plan showing a vicinity map, entire project concept, densities, land uses, trails, open space, circulation and roads, and other site improvements and development concepts in relation to existing and planned streets within on-forth mile of the subdivision.
2. Ridgeline Protection Plan. Plan for protecting ridge lines as per Chapter 18.104 of the City Code.
3. Phasing Plan. Phasing plan indicating phasing of entire project, with estimated time frames for development and a chart showing number of units and amenities per phase.
4. Landscape Concept Plan. Plan view of features such as: main entry, pocket parks, golf course, neighborhood entry and/or others.
5. Environmental Features Map. Map(s) showing approximate location of potential wetlands (Army Corps approved delineation preferred); ponds, lakes, streams, canals or other bodies of water; slopes over 30%; potential geological hazards; fault lines; wildlife habitat; and stands of significant vegetation.
6. Proposed Utility Plan. Plan(s) showing utilities available (if any) and proposed easement for new utility services or relocated utility services, and other proposed features such as systems of drainage, sewage and water supply.
7. Proposed Streets. Plan showing proposed street widths and cross-sections.
8. Architectural Design Guidelines. Building design concepts, showing consistency with the Architectural Design Guidelines of Section 18.66.080.

9. **Transportation Study.** A transportation study of the proposed development, unless the City Engineer determines a transportation study is not necessary.
10. **Development Agreement.** Proposed terms of a development agreement that assures implementation of commitments by the development requirements of the General Plan, Capital Facilities Plan, Zoning Ordinance and needs of utility providers for the proposed development.

- **18.66.060 Mountain Community Zone Minimum Roadway Standards**

Any roadway minimum design standards shall be determined, established and made a part of the Master Plan for Planned Communities.

1. **Names.** New street names shall not duplicate those names already existing. A street obviously a continuation of another already in existence shall bear the same name. All streets shall be named. All street designations shall be approved by the Planning Commission. Names shall be signed and said signing shall be discernible from the street.
2. **Dedications.** Streets located within the MR Zone shall be public unless approved by the City Council for private use.
3. **Bridges and Culverts.** All bridges and culverts shall be constructed to support gross vehicle weight of twenty-six thousand pounds.
4. **Relations to Adjoining Street System.** The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas for their proper protection (where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width) unless variations are deemed necessary by the Planning Commission. Where the Planning Commission determines that it is desirable to provide for street access to adjoining property in order to provide an orderly development of a street system, proposed streets shall be extended by dedication and construction to the boundary of such property.
5. **Access Management.** No individual property shall establish a driveway to any state highway, Minor or Major Collector or Arterial Street as identified by the Heber City Transportation Plan. Upon approval of the City Engineer and/or the Utah Transportation Department (UDOT), multiple properties may establish a shared, joint access to such streets, provided measures (i.e. right-in, right-out driveways, dedicated turn lanes, etc.) are taken to protect the ability of the street to accommodate planned future traffic at the intended speed and adopted level of service, and that such shared, joint accesses are a secondary point of access and not the primary access to the properties.
6. **Street Standards.** All local public streets, shall meet the requirements and standards for the currently adopted standard for local streets.
 1. Arterial and Collector Streets identified on the Transportation Plan shall meet the currently adopted street cross section and construction standards as identified in Standards and Specifications, excepting, however, planter strips between the curb and sidewalk shall be at least 8 feet in width.

2. Sidewalk construction on one or both sides of the street may be waived as determined by the City Engineer for areas with steep topography, or in detached single-family residential areas where density does not exceed 3 units per acre, provided consideration has been given to provide an alternate form of pedestrian connectivity.

- **18.66.070 Open Space**

1. Functional and aesthetic open space (including buffer zones) are essential parts of the MR Zone.
2. A minimum of 20% open space shall be required for each residential development of 10 residential units or more, and a minimum of 10% open space shall be required for each residential-commercial mixed use development of 10 residential units or more. Open space shall be identified, including the type of open space, proposed locations and acres on the Master Plan.
3. Each Development Plan shall identify the type of open space, location, and acres. The amount of open space per Development Plan shall be equal to the amount of open space required in the Master Plan.
4. Participants in the approval processes shall identify what is to be considered as open space by using the following parameters as a guide:
 1. Waterways, water bodies, man-made water features, wetlands, steep slopes, and other areas to remain undeveloped may be included in the calculation for the open space requirement.
 2. Active, non-hard surface recreation areas, such as golf, skiing, hiking, and biking trails may be included in the calculation for the open space requirement.
 3. Common park areas with passive (landscaping, lawn areas, picnic, and bench areas) and active areas (soccer fields, baseball diamonds, tennis courts, fishing ponds, playgrounds, park gazebos) may be included in the calculation for the open space requirement, provided they are used for scenic, landscaping or recreation purposes and they are located on land which is accessible and available to all occupants of dwelling units for whose use the common park area is intended.
 4. Buffer zones along the property boundaries may be included in the calculation for the open space requirement.
 5. Natural, unimproved or non-landscaped areas with passive uses contiguous to other open space may be included in the calculation for the open space requirement.
 6. Parking lots, parking area landscaping buffers, paved roads, service roads, private yards, buildings or structures, required setbacks for buildings or structures, and all subdivided parcels less than one (1) acre shall not be included in the calculation for the open space requirement.
 7. In the event that the City requires a deeded right of way to accommodate infrastructure improvements that were not originally anticipated by the Master Plan, the City may reduce the overall open space requirement. However, such a

reduction in open space shall not exceed the area or property required to accommodate the infrastructure.

5. The following factors shall be considered when determining the responsibility for the preservation, maintenance and ownership of open space within the development, consistent with the rights and responsibilities delineated in the development agreement.
 1. Compliance with the provisions of the Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated, as amended, which provides for the payment of common expenses for the upkeep of the common area and facilities;
 2. The developer may retain ownership and responsibility for maintenance of the designated open space, but then shall commit to such responsibility through written agreement with all parties who subsequently acquire ownership of property within the Master Planned development;
 3. The Property Owners Association may retain ownership and responsibility for maintenance of the designated open space, but then shall commit to such responsibility through written agreement with all parties who subsequently acquire ownership of property within the Master Planned development;
 4. The open space may be deeded in perpetuity or preserved as a conservation easement as open space to a land trust organization.
6. A minimum of 30% of the total open space provided shall be "public" and deeded as open space on the recorded plat and protected in perpetuity through a conservation easement or other mechanism.
7. Changes in the project's dedication of open space may only be implemented through a Master Plan Amendment process. In no case shall any amendment be approved that is in violation of the requirements of this Chapter, the Zoning Ordinance or Development Agreement.

18.66.080 Architectural Design Standards

Each building and development shall meet the Architectural Guidelines found in the **North Village Overlay District in Section 18.21.040.**

1. Each development shall incorporate Restrictive Covenants and a Home Owner's Association that reviews and certifies to the City with the building permit application that each building meets the Architectural Design Guidelines.

18.21 North Village Overlay District (NVOZ)

1.0 General Provisions

18.21.010.1.1 Enabling

1.1 Enabling Any new development, exterior remodeling covering more than 50% of the building, or building expansions exceeding 30% of the gross square footage of the existing building, shall conform to the NVOZ. Conformity shall not be required for maintenance, exterior painting, accessory

buildings, or interior remodeling of a building. New signs or sign replacements shall also comply with the NVOZ.

Title This Code shall be known and may be cited as the “North Village Overlay Zone” (NVOZ) or the “Code.” The NVOZ area is composed of four sub-districts – the North Village (NV), Neighborhoods with Open Space (NOS), University Village (UV), and the Rural Residential (RR).

1.3 Purpose and Intent

1. This Code is adopted for the purposes of: protection of the environment, conservation of land, energy and natural resources, reduction in vehicular traffic, health benefits of a pedestrian environment, to maintain clean air, preservation of natural open space, connected trail systems, education and recreation, reduction in sprawl, support for property rights and values, and improvement of the built environment through the creation of a sense of place.
2. To provide a mixture of housing types and land uses in a compatible setting and a true mixed use environment.
3. To assure quality development. Higher densities and flexible uses are anticipated in the North Village Overlay Zone and shall be defined through high-quality materials, architecture, landscaping, open space, and trails. Architecture and materials must provide a sense of place that is unique to Heber City and maintains community values as defined in the Heber City General Plan. Architecture should be thoughtful and complimentary as a gateway to the community. The streetscape should be more compatible with a rural appearance and a mountain environment.
4. To create interconnected open space and pedestrian systems which also connect to backcountry trails
5. To implement the vision and principles of the Envision Heber 2050 General Plan.
6. For many years the development area east of US 40 has been suggested to play a role in the preservation of the area known as the “North Fields”, west of US 40. It is the intent of this Code to promote preservation. The base density ranges apply (see 2.1.1)but may be separately negotiated through an annexation or development agreement that requires the payment of an additional preservation fee per ERU.

1.4 ORGANIZATION AND GUIDING PRINCIPLES

a. The Sub-Districts – General Descriptions

1. North Village (NV)

- a. A town center located at the major crossroads of Highway 40 and Highway 32, growth is anticipated to exceed many other areas of Heber due to the numerous developments occurring in both Summit and Wasatch Counties, including evolving ski resort destinations. This crossroads is logically one of the areas to receive much development pressure and will likely include major commercial, restaurants, entertainment, workforce housing and hospitality uses, paired with compact residential neighborhoods. Trail connections to the mountains and the lake-to lake trail, and avoiding the appearance of strip commercial is paramount and includes roadway buffering and effective transitions to the adjacent sensitive lands and agricultural Fields.

2. Neighborhoods with Open Space (NOS)

- a. Neighborhoods with open space are walkable communities that blend a variety of housing options and shared open space amenities. NOS will be within walking distance of a village where residents can access services and goods that are needed on a regular basis.
- b. Quality building materials and architectural standards should enable a range of housing types to blend seamlessly into neighborhoods.
- c. Open space amenities should be a central feature in a neighborhood and may include parks, plazas, trails, community gardens, natural open spaces, or other space that can be accessed by residents. Quality open space amenities include long-term management and maintenance plans.
- d. Streetscape standards will ensure walkability with connections to centers and to trail systems within the area.

3. University Village (UV)

- a. Located near the south end of the North Village neighborhoods and including the open areas further south to the Wasatch Commons apartment complex, the Utah Valley University Wasatch Campus and its environs have the potential to become the southern bookend to the North Village neighborhoods. The area currently includes the campus and significant vacant land before expanding out to several proposed developments. All sides of the campus have the potential to provide supportive development, which is critical to the success of the school. Supportive development could include additional affordable housing for the student population, limited retail and personal services, hospitality, and incubator businesses such as high tech and trades which could be encouraged in the area through a Flexible zoning philosophy.

4. Rural Residential Clusters (RR)

- a. This sub-district clusters housing on 25% to 70% of the development parcel, while permanently preserving the remainder as open space. This option is best employed where larger acreages exist, so preserved open space is large enough to be viable for visual relief, animal habitats, trailheads, equestrian use, mountain biking, in its natural state. Development may contain larger lot homes as well as clustered, small lot and townhouse housing.

5. Transitions, Edges, and the Scenic Buffer

- a. All development along the east side of US Highway 40 and on the south side of SR 32 east of US 40, must be separated from traffic and include a scenic buffer, which includes landscaping, mounding and an asphalt 12-foot multi-use path. The scenic buffer shall not be uniform in width, and may increase in width where larger areas of storm water detention are required. Where located to the east of the powerlines, it shall have a minimum width of 50'. North of the University Blvd., where the powerlines turn east, the corridor shall be 75' wide, measured from the ROW. Near River Road, insufficient space is available, the scenic buffer shall taper to 25' as per the approximate distance shown on the Community Design Map.

- b. The scenic buffer shall be designed to reflect the North Village Overlay Zone open space theme (natural and enhanced landscaped areas) (unless reduced as per “f” below) with no hard surface except for the path. It shall undulate in width to accommodate potential storm water retention. Up to 50% of the buffer may be disturbed ground but replanted with a combination of irrigated deciduous and coniferous trees, and boulders/inert materials.
- c. Storm drain detention areas may encroach within the required width of the US Highway 40 scenic buffer, but shall not replace or eliminate the required mounding and multi-purpose trail. Where storm water detention is incorporated into the scenic buffer it shall be designed as an enhancement to the natural appearance of the landscaping.
- d. Vehicular Screening Requirements - parking lots, drive-up windows facing US 40, loading docks, service bays, and gas pumps must be screened from traffic with mounding, or retaining walls a minimum of 3 feet in height, and/or four-season vegetative screens of 3 feet in height, creating a solid hedge after 3 years of growth.
- e. Along SR 32, east of US 40, a pedestrian path and bike path is required adjacent to the highway. Where grades allow, such paths shall be separated from the highway an average distance of 20 feet. Areas between the paths and the highway shall be landscaped with native plants, a wildflower mix, and hardy shrubs.
- f. Encroachment - parking lots may encroach 10’ where the scenic buffer is adjacent to the powerlines, 20 feet within the required 75-foot cross section areas, and no encroachment is allowed where the buffer is less than 40’ but shall not replace or eliminate the required mounding and multi-purpose trail. If incorporated into the buffer, parking lots must be visually as per “d.” above (see diagram above) unless they are raised above the Highway grade by 10 feet. The berm must be landscaped to create a minimum 80% screen of the parking lot. Parking lots may only encroach for 60% of the property frontage. Where slope issues exist adjacent to US Highway 40, retaining walls may be utilized. When such walls are over 6 feet in height, an irrigated landscaped terrace, at least 3’ wide, consisting of shrubs and groundcovers (a combination of live groundcovers/impermeable mulches, at a minimum of 4 inches in depth) at 6-foot height, is required before the continuation of the wall to a higher elevation. In addition, the buffer may also be reduced to 50’ where shallow depth properties or topography impact site design. Such properties shall enhance the buffer landscaping by doubling the amount of native landscaping, especially the planting of Scrub Oak and Maple, sage brush, aspens, up to 25% evergreen trees, and other native plants.
- g. Garbage dumpsters shall not be placed within the scenic buffer, nor any front or side yard visible from the adjacent street.

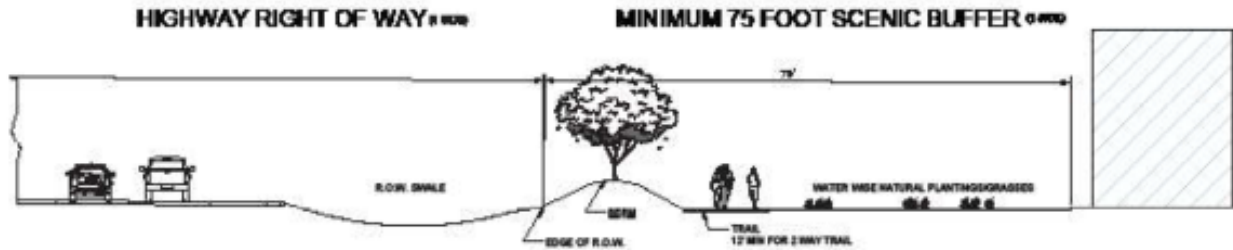


FIGURE 1.1 (1). US Highway 40 Scenic Buffer

1.5 The North Village Overlay Zone Development Principles

- a. All neighborhoods shall be compact and include clustered developments.
- b. All neighborhoods shall be pedestrian-oriented with a system of open spaces and connected trails.
- c. The ordinary shopping, educational, and recreation activities of daily living should be accessible within walking distance of most dwellings.
- d. Interconnected networks of thoroughfares should be designed to disperse traffic and reduce the length of automobile trips. Grid networks of streets/blocks are required in all sub-districts, though areas with steeper terrain are permitted exceptions (see Table 4.2(1). Street systems should be designed to minimize the need to access a state highway. Potential park and ride locations near the future semaphore locations on US 40 should be identified as well as potential transit stops in the Villages.
- e. In areas of steeper terrain, cul-de-sacs are permitted (see Table 4.2(1). When used, cul-de-sacs should be located adjacent to pedestrian paths and/or trails to assure connectivity within the neighborhood.
- f. Within neighborhoods, a range of housing types and price levels should be provided to accommodate diverse ages, life stages, and income.
- g. Retail centers shall be located within the villages (NV and UV), as per the Community Design Map, with good pedestrian connectivity to adjacent land uses.
- h. Retail buildings should be placed adjacent to the street with parking located behind the buildings.
- i. Commercial office development should be embedded in the NV and UV sub-districts.
- j. A range of open spaces, including parks, squares, plazas, and playgrounds, should be distributed within neighborhoods and the villages (see Section 5.0).
- k. Buildings and landscaping should contribute to the positive appearance of streets and street frontages by creating an attractive public realm with the streetscape being framed by attractive buildings.

- l. Design of streets and buildings should reinforce safe environments, but not at the expense of accessibility.
- m. Architecture and landscape design should grow from local climate, topography, history, local materials, and building practice.
- n. To the greatest extent possible, buildings should provide state of-the-art energy efficiency. Net zero buildings are encouraged.
- o. Building types, styles, and uses should present a recognizable theme that clearly relates to the NVOZ. Commercial, including retail, office, research and development buildings, should be designed to smoothly transition to adjacent residential structures, sharing common features and materials.



FIGURE 1.1 (2). Neighborhood With Open Space Example



o unmet FIGURE 1.1 (3). Commercial Street/Sidewalk Example

18.21.010.1.6 Process And Submittal Requirements

1.6 PROCESS AND SUBMITTAL REQUIREMENTS

The following establishes the submission process for development in the NVOZ.

1. Master Development Agreement (MDA) or Annexation Agreement (AA). For properties with more than 5 acres, an MDA and/or AA is required. The City shall provide an MDA format that generally covers, as a minimum: an explanation of the project concept, proposed land uses, a conceptual site plan including block lengths, conceptual building elevations/proposed materials, open space, parks, and required trails from the Community Design Map, requested densities, outreach to non-Heber

service providers (including an assurance of water availability/will serve letters for each development phase, through NVSSD), streets, sensitive lands analysis(including a wetland delineation if appropriate), and a conceptual storm drainage system using low impact development (LID) techniques that meet the City stormwater plan and City Stormwater requirements/best practices. Any delineated wetland(s) deemed moveable by ACOE, shall be mitigated on site or on an adjacent property. The MDA or AA shall be reviewed by City staff and then placed on a Planning Commission agenda for recommendation to the City Council. The City Council, in a public hearing, shall review, suggest modifications, if needed, and approve, approve with modifications, or deny with reasons related to unmet NVOZ standards or an inability to service the area.

2. If the above process results in an approved MDA and/or annexation agreement, it shall constitute a conceptual plan approval, which may be amended during the final plat or final site plan process. If no MDA/AA is required, a conceptual plan, including the information required above shall be processed with staff as the initial development processing step.
3. Preliminary Plat or Permitted Use Site Plan. On an application form provided by the City, the proposed development shall provide detailed plans sufficient to address design issues, engineering, and utility requirements of the City and associated agencies. Such plans shall be reviewed by staff, updated as needed after the staff review, and placed on the Planning Commission agenda for preliminary approval, for recommendation to the City Council. Such plans shall cover in greater detail the MDA/AA required elements, include geotechnical reports, slope (contours at minimum 2-foot intervals), grading and drainage plans, development constraints, street types and locations, landscaping, proposed parks/plazas, open spaces/proposed land to be dedicated to the City, HOA maintenance responsibilities (if any), architectural theming for structures, site lighting, anticipated signs, a land use table providing acreage and percent values, and other information required in the application form, available from the Community Development Department. The information required is intended to provide a full understanding of the development under the provisions of the NVOZ.
4. The Planning Commission shall make a detailed decision on the preliminary plat or site plan as submitted, including any modifications. The preliminary plat or site plan becomes the final plat or site plan when staff is satisfied that any requested changes have been correctly resolved. Staff shall manage the process to final plat completion.
5. Final Plat or Final Permitted Use Site Plan. After a completed application form and required information is submitted, final plat approval shall be a staff responsibility for any application initiated with an MDA or an AA. Final plat or site plan requirements will be found on the application form.

6. MDA/AA Modifications. If the above approval process suggests revisions to the original conceptual MDA, changes agreeable to the City and the developer shall be formally adopted as part of a City Council meeting.
7. The Heber City Subdivision Ordinance, Title 17, the Zoning Ordinance, Title 18, and associated standards, processes and requirements, will govern where this Code is silent. The following Heber City adopted ordinances are incorporated within the Code in their entirety:
 - i. Title 17.16 General Subdivisions Procedures
 - ii. Title 17.20 Plans
 - iii. Title 17.44 Platting
 - iv. Title 17.52 Guarantee of Performance
 - v. Title 8.72 Off-Street Parking and Loading
 - vi. Title 18.104 North Village Signs
8. Commencement of Work. When the proper assurances have been processed, site grading and public improvements may begin.
9. Building permits may be issued subsequent to plan submittals, including building elevations and material selections, agency approvals, and sufficient access acceptable to the Fire Department. All application forms and associated requirements are available online and at the Community Development Department, including a standardized Master Development Agreement. Where there is a conflict between the standards of this Chapter and differing Codes or other City Standards, this Chapter shall prevail, unless specifically stated otherwise in this Code or by an MDA/AA.



FIGURE 1.1 (4). Rural Residential Cluster Illustration

18.66.090 Sign Standards

Signs shall comply with Chapter 18.104 the North Village Overlay District and Mountain Community Zone Sign Standards.

January 12, 2024

Heber City Corporation
Attn: Russell Funk P.E.
75 North Main
Heber City, Utah 84032

Subject: Jordanelle Ridge Village 2 Fitzgerald Phase - Preliminary Review 2

Horrocks Engineers has reviewed the drawings submitted for the Jordanelle Ridge Fitzgerald Phase located north of Coyote Canyon Parkway and east of US 40. The following engineering comments from the 8/23/23 DRM meeting and from review of subsequent updates, need to be addressed as a condition of Preliminary approval unless otherwise noted. These comments are subject to further amendment as additional information is brought to our attention and discussed. A proposed phasing plan is shown at the end of this letter.

General

1. Complete improvements for the Phase 1B Roads and record the associated plat prior to recording first Fitzgerald Pod plat.
2. Address Preliminary construction drawing red-line comments in each Fitzgerald Pod Final application.

Environmental

1. Resolve the responsibility and timing for a wetland delineation of potential wetlands in the London Spring area identified in the Frontier 12/29/23 Fitzgerald Wetland report prior to submitting first Fitzgerald Pod Final application.

Streets

1. Resolve need for 1) northbound acceleration lane on US40, and 2) southbound deceleration lane on US40 at Fitzgerald Rd recommended in Hales 12/14/23 Fitzgerald Annexation Traffic report. Include design in construction drawings or provide written confirmation from UDOT that they have seen the traffic reports recommending these improvements and that they will not be required. This is needed prior to submitting first Fitzgerald Pod Final application.
2. Resolve responsibility and timing for constructing Coyote Cyn Pkwy double left turn lane at US40, recommended in Hales 12/14/23 Fitzgerald Annexation Addendum report. Include design in construction drawings unless otherwise agree to with City prior to submitting first Fitzgerald Pod Final application.
3. Address any additional comments identified in Hales 12/14/23 JRidge 2 Fitzgerald Annexation and Addendum Traffic reports after 3rd party review is completed and address with first Fitzgerald Pod Final application.

Storm Water

1. Comply with the North Village Storm Water Master Plan for historical/undeveloped flow in each Fitzgerald Pod Final application.
2. Provide construction drawings for the master planned debris basin in the Upper Coyote Canyon Drainage (CIP Project 01A) with the first Fitzgerald Pod Final application submitted for Pods F3, F4, F5, and F6. Plat recordation for any of these plats is contingent upon the construction, completion, and acceptance of this basin.
3. Provide construction drawings for the master planned upper debris basin in Drainage #2 (CIP Project 02A) with the first Fitzgerald Pod Final application submitted for Pods F1A and F1B. Plat recordation for any of these plats is contingent upon the construction, completion, and acceptance of this basin.
4. The Phase 1B Road project contains historical and developed flow storm water basins serving part of Fitzgerald project which need to be completed and accepted before recording any Fitzgerald plats. The Fitzgerald plats contain the property and easement dedications to the City for these basins. If Fitzgerald is not ready to record plats by the time the 1B Road facilities are accepted, separate documents need to be prepared to make these dedications to the City.
5. Address any additional comments identified in the Ensign 12/11/23 JRidge 2 Fitzgerald Canyon #2 Undeveloped Storm Water and Supplemental Developed Storm Water reports after a 3rd party review is completed and address with first Fitzgerald Pod Final application.
6. Finalize and sign the Long-Term Storm Water Maintenance agreement with the City before the first Fitzgerald Pod improvements are accepted.

Parks and Trails

1. Dedicate the London Springs area (Parcel H) to Heber City for a future fire station and public park to be maintained by the City with first Fitzgerald Pod plat recordation.
2. Extend 8-foot wide trail on the east side of Ostler Peak Road through the Park area (Parcel H) and tie into the US40 master planned trail.
3. Construct a 12-foot wide asphalt master planned trail along the east side of US40, west of the 3 storm water detention basins and tie into the existing Coyote Ridge trail.

Public Safety

1. Obtain Wasatch County Fire Department approval prior to the City approving and signing the final drawings of each Fitzgerald Pod.

Water and Irrigation

1. Provide a North Village Special Service District (NVSSD) approval letter prior to the City approving and signing the final drawings of each Fitzgerald Pod.
2. Provide a Central Utah Water Conservancy District (CUWCD) approval letter prior to the City approving and signing the final drawings of each Fitzgerald Pod.

Sewer

1. Provide a North Village Special Service District (NVSSD) approval letter prior to the City approving and signing the final drawings of each Pod.

Please call our office with any additional questions or concerns regarding this project.

Sincerely,

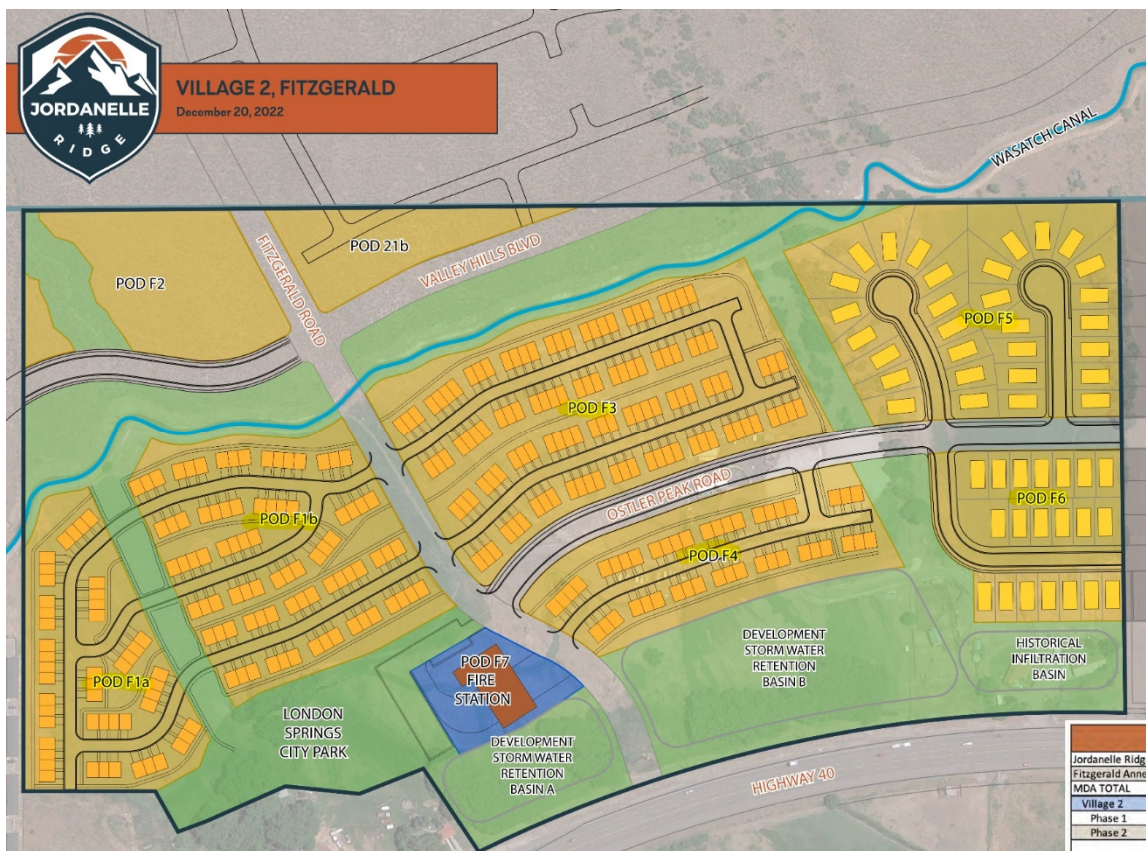
HORROCKS ENGINEERS

Bart Mumford

Bart Mumford, P.E.

cc: Heber Planning Department
Momentum Development Group

VILLAGE 2 FITZGERALD PHASING PLAN





Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
December 11, 2023

INDEX OF DRAWINGS

1-3	PRELIMINARY PLAT	C-500	OVERALL EROSION CONTROL PLAN	PP-13	PLAN AND PROFILE SADIE COURT
2-3	PRELIMINARY PLAT	C-501	EROSION CONTROL PLAN	PP-14	PLAN AND PROFILE CIARRA WAY
3-3	PRELIMINARY PLAT	C-502	EROSION CONTROL PLAN	PP-15	PLAN AND PROFILE CIARRA WAY
C-001	GENERAL NOTES	C-503	EROSION CONTROL PLAN	PP-16	PLAN AND PROFILE CIARRA WAY
C-100	DEMOLITION PLAN	PP-0	PLAN AND PROFILE KEY MAP	PP-17	PLAN AND PROFILE AMBER LANE
C-200	OVERALL SITE, SIGNING, STRIPING, AND LIGHTING PLAN	PP-1	PLAN AND PROFILE OSTLER PEAK ROAD	PP-18	PLAN AND PROFILE AMBER LANE
C-201	SITE, SIGNING, STRIPING, AND LIGHTING PLAN	PP-2	PLAN AND PROFILE OSTLER PEAK ROAD	PP-19	PLAN AND PROFILE OLIVIA WAY
C-202	SITE, SIGNING, STRIPING, AND LIGHTING PLAN	PP-3	PLAN AND PROFILE OSTLER PEAK ROAD	PP-20	PLAN AND PROFILE OLIVIA WAY
C-203	SITE, SIGNING, STRIPING, AND LIGHTING PLAN	PP-4	PLAN AND PROFILE GLACIER LANE	PP-21	PLAN AND PROFILE OFFSITE STORM DRAIN DEVELOPED FLOW
C-300	OVERALL GRADING AND DRAINAGE PLAN	PP-5	PLAN AND PROFILE GLACIER LANE	PP-22	PLAN AND PROFILE OFFSITE STORM DRAIN DEVELOPED FLOW
C-301	GRADING AND DRAINAGE PLAN	PP-6	PLAN AND PROFILE HENLEY LANE	PP-23	PLAN AND PROFILE OFFSITE STORM DRAIN DEVELOPED FLOW
C-302	GRADING AND DRAINAGE PLAN	PP-7	PLAN AND PROFILE HENLEY LANE	PP-24	PLAN AND PROFILE OFFSITE STORM DRAIN DEVELOPED FLOW
C-303	GRADING AND DRAINAGE PLAN	PP-8	PLAN AND PROFILE RITTER LANE	PP-25	PLAN AND PROFILE OFFSITE STORM DRAIN HISTORICAL FLOW
C-400	OVERALL UTILITY PLAN	PP-9	PLAN AND PROFILE RITTER LANE	PP-26	PLAN AND PROFILE OFFSITE STORM DRAIN HISTORICAL FLOW
C-401	UTILITY PLAN	PP-10	PLAN AND PROFILE PRAIRIE SMOKE LANE / DEWEY LANE	PP-27	PLAN AND PROFILE OFFSITE STORM DRAIN HISTORICAL FLOW
C-402	UTILITY PLAN	PP-11	PLAN AND PROFILE HIGH UNTAS LANE	C-600	DETAILS
C-403	UTILITY PLAN	PP-12	PLAN AND PROFILE HIGH UNTAS LANE / SOPHIE PLACE	C-601	DETAILS
				C-602	DETAILS

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

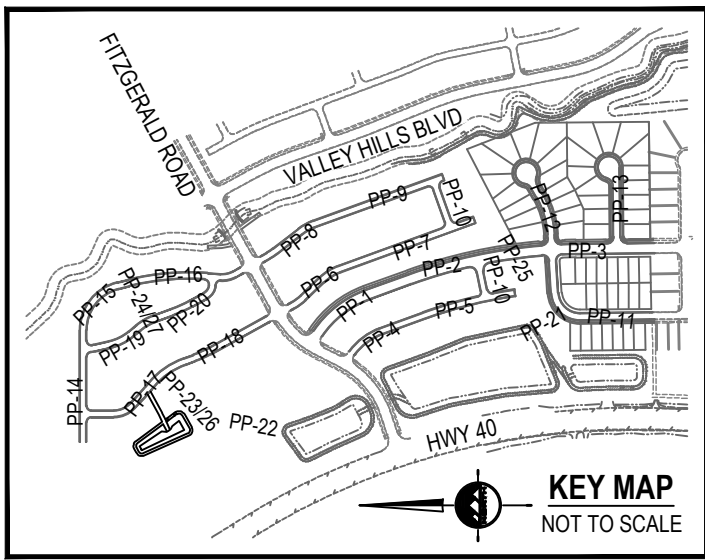
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

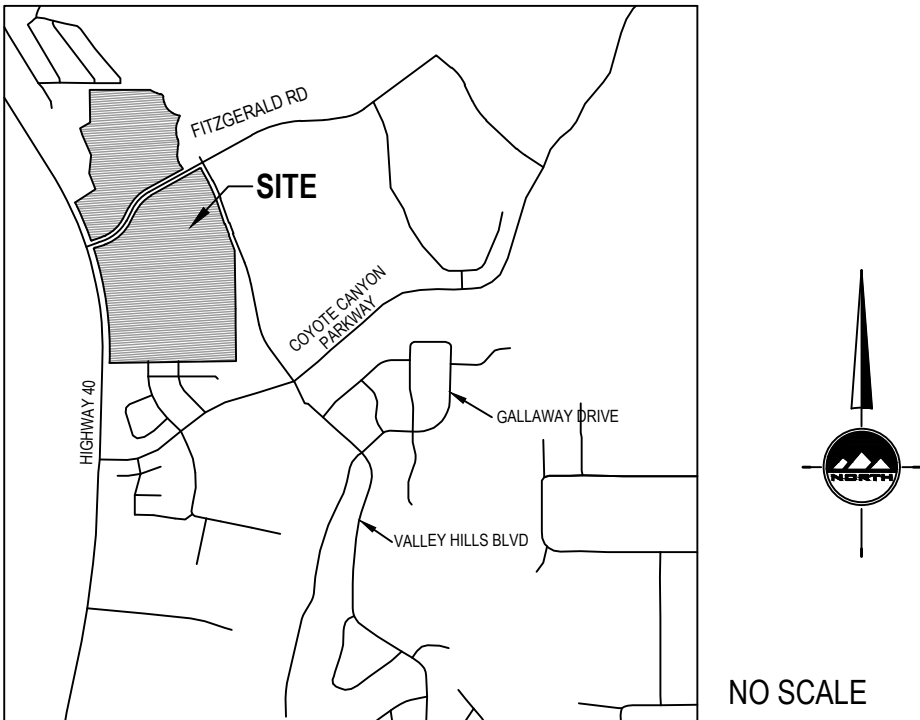
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

KEY MAP



NO SCALE

VICINITY MAP



NO SCALE

GENERAL NOTES

- ALL WORK SHALL CONFORM TO HEBER CITY AND NORTH VILLAGE SSD STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK = THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10
- CONTRACTOR SHALL FAMILIARIZE WORKERS WITH INTERMOUNTAIN ECOSYSTEMS 11/23/16 REPORT, AND EPIC ENGINEERING 11/18/21 REPORT ON SENSITIVE HABITAT, SPECIES, AND MITIGATION. UPON DISCOVERING ANY HABITAT OR SPECIES IN AREAS BEING DISTURBED, CONTRACTOR SHALL NOTIFY EPIC ENGINEERING FOR RECOMMENDATIONS AND BE RESPONSIBLE FOR THEIR IMPLEMENTATION.

HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER

DATE

JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

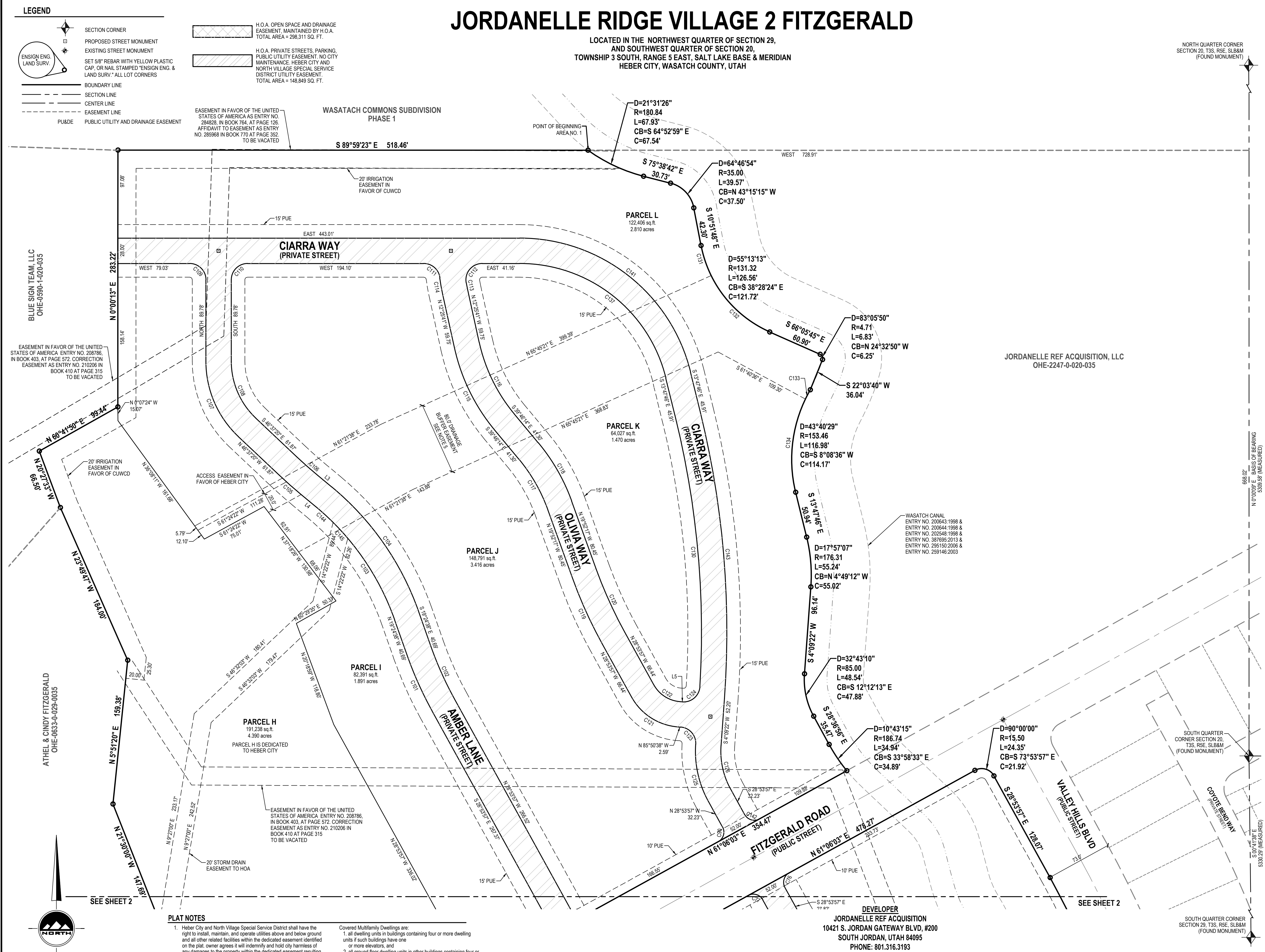
2023-12-11 FOR REVIEW

COVER

PROJECT NUMBER
10229A
PROJECT MANAGER
BAM
PRINT DATE
2023-12-11
DESIGNED BY
DAG

JORDANELLE RIDGE VILLAGE 2 FITZGERALD

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
AND SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



LEGEND

- SECTION CORNER
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- SET 6" REDBARK WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." ALL LOT CORNERS
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- H.O.A. OPEN SPACE AND DRAINAGE EASEMENT, MAINTAINED BY H.O.A. TOTAL AREA = 296,311 SQ. FT.
- H.O.A. PRIVATE STREETS, PARKING, PUBLIC UTILITY EASEMENT, NO CITY MAINTENANCE. HEBER CITY AND NORTH VILLAGE SPECIAL SERVICE DISTRICT UTILITY EASEMENT. TOTAL AREA = 148,849 SQ. FT.

PLAT NOTES

- Heber City and North Village Special Service District shall have the right to install, maintain, and operate utilities above and below ground units if such buildings have one or more elevators, and
- all ground floor dwelling units in other buildings containing four or more units.
- To be a covered unit, all of the finished living space must be on the same floor, that is, be a single-story unit, such as single-story townhouses, villas, or patio apartments.
- All trails outside of the public right-of-way and within subdivision plat are private and the responsibility of the Jordanelle Ridge Master HOA. Buffer Easement dedicated to Heber City for access and protection of natural drainage easements. No structures or disturbance in this area is allowed except for approved road crossings, NVSSD facilities, storm water facilities, and trails without prior written authorization from Heber City.
- Covered Multifamily Dwellings are:
 - all dwelling units in buildings containing four or more dwelling units if such buildings have one or more elevators, and
 - all ground floor dwelling units in other buildings containing four or more units.

From Fair Housing Act Design Manual, April 1998: Buildings, units and routes (trails & pathways) considered "Covered Multifamily dwellings" are required to meet ADA & FHA accessibility requirements, set forth in the Fair Housing Act Design Manual.

SURVEYOR'S CERTIFICATE

I, Patrick M. Harris, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 266882, as prescribed by the laws of the State of Utah. I further certify that by authority of the Owner(s), that I have made a survey of the said tract of land shown on this plat and described below, and have subdivided said tract of land into streets and easements.

PATRICK M. HARRIS
CERTIFICATE NO. 266882

DATE

BOUNDARY DESCRIPTIONS

Area No. 1:
A parcel of land situate in the Southwest Quarter of Section 20 and the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:
Beginning at a point on the westerly right-of-way line of the Wasatch Canal, said point being North 00°00'09" East 668.02 feet along the quarter section line and West 728.91 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence along said westerly right-of-way line the following (15) courses: (1) Southeastly 57.93 feet along the arc of a 183.84 foot radius curve to the left (center bears North 35°52'44" East and the chord bears South 64°52'59" East 67.54 feet with a central angle of 21°31'26"); (2) South 75°38'42" East 30.73 feet; (3) Southeastly 39.57 feet along the arc of a 35.00 foot radius curve to the right (center bears South 14°21'18" West and the chord bears South 43°15'15" East 37.50 feet with a central angle of 64°46'54"); (4) South 10°51'48" East 42.30 feet; (5) Southeastly 126.36 feet along the arc of a 131.32 foot radius curve to the left (center bears North 79°08'12" East and the chord bears South 28°28'24" East 121.72 feet with a central angle of 55°13'13"); (6) South 66°05'45" East 60.90 feet; (7) Southeastly 6.83 feet along the arc of a 4.71 foot radius curve to the right (center bears South 23°54'15" West and the chord bears South 24°32'50" East 6.25 feet with a central angle of 83°05'50"); (8) South 22°03'40" West 36.04 feet; (9) South 22°03'40" West 36.04 feet; (10) Southeastly 116.98 feet along the arc of a 153.46 foot radius curve to the left (center bears South 60°01'10" East and the chord bears South 08°08'36" West 114.17 feet with a central angle of 43°40'29"); (11) South 13°47'46" East 50.94 feet; (12) Southeastly 55.24 feet along the arc of a 176.31 foot radius curve to the right (center bears South 66°05'45" East 60.90 feet; (13) South 10°51'48" East 42.30 feet; (14) Southeastly 126.36 feet along the arc of a 131.32 foot radius curve to the left (center bears North 79°08'12" East and the chord bears South 28°28'24" East 121.72 feet with a central angle of 55°13'13"); (15) South 28°36'56" East 35.47 feet to the northerly right-of-way line, thence Southeastly 34.94 feet along the arc of a 186.74 foot radius curve to the left (center bears North 51°23'04" East and the chord bears South 33°58'33" East 34.89 feet with a central angle of 10°43'51"); to the northerly right-of-way line of Fitzgerald Road, thence along said northerly right-of-way line the following eight (8) courses: (1) South 61°06'03" West 354.47 feet; (2) Southwesterly 230.74 feet along the arc of a 384.00 foot radius curve to the left (center bears South 28°53'57" East and the chord bears South 43°53'14" West 227.28 feet with a central angle of 34°29'39"); (3) South 28°40'24" West 110.76 feet; (4) Southwesterly 216.17 feet along the arc of a 316.00 foot radius curve to the right (center bears North 63°19'36" West and the chord bears South 46°16'14" West 211.96 feet with a central angle of 39°11'40"); (5) South 71°09'06" West 14.41 feet; (6) Southeastly 17.32 feet along the arc of a 315.00 foot radius curve to the right (center bears North 21°31'17" West and the chord bears South 00°03'14" West 17.32 feet with a central angle of 03°00'02"); (7) South 71°37'45" West 50.04 feet; (8) Southeastly 5.78 feet along the arc of a 2.00 foot radius curve to the right (center bears North 18°22'15" West and the chord bears South 77°45'51" West 5.77 feet with a central angle of 1°21'16"13") to the easterly right-of-way line of Highway 40, thence Northwestly 356.63 feet along the arc of a 2,914.90 foot radius curve to the left (center bears South 70°47'03" West and the chord bears North 22°43'15" West 356.41 feet with a central angle of 07°00'36"); along said easterly right-of-way line, thence North 55°19'04" East 215.38 feet, thence North 21°30'00" West 147.68 feet, thence North 05°51'20" East 158.28 feet, thence North 23°45'47" West 184.00 feet, thence North 20°27'33" West 66.50 feet, thence North 60°41'50" East 99.44 feet, thence North 00°00'13" East 283.22 feet, thence South 89°59'23" East 518.46 feet to the point of beginning. Contains 170,457 Square Feet or 11.867 Acres.

Area No. 2:
A parcel of land situate in the Southwest Quarter of Section 20 and the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:
Beginning at a point being South 00°41'38" East 720.84 feet along the quarter section line from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 00°41'38" East 961.92 feet along the quarter section line to the northerly boundary line of Canyon Ridge Phase 1 Annex, thence South 89°15'44" West 1,099.71 feet along said northerly boundary line to the easterly right-of-way line of Highway 40, thence along said easterly right-of-way line the following two (2) courses: (1) North 01°51'31" East 4.30 feet; (2) Northwestly 996.01 feet along the arc of a 2,914.90 foot radius curve to the left (center bears North 88°08'29" West and the chord bears North 07°55'49" West 991.18 feet with a central angle of 19°34'40") to the southerly right-of-way line of Fitzgerald Road, thence along said southerly right-of-way line the following eight (8) courses: (1) Northwestly 17.57 feet along the arc of a 27.00 foot radius curve to the right (center bears South 55°39'01" East and the chord bears North 52°59'22" East 17.26 feet with a central angle of 37°16'46"); (2) North 71°37'45" East 84.30 feet; (3) Northwestly 21.17 feet along the arc of a 385.00 foot radius curve to the left (center bears North 18°22'15" West and the chord bears North 70°03'14" East 21.17 feet with a central angle of 03°00'02"); (4) North 63°54'25" East 17.55 feet; (5) Northwestly 265.68 feet along the arc of a 384.00 foot radius curve to the left (center bears North 24°07'56" West and the chord bears North 46°16'14" East 257.59 feet with a central angle of 39°11'40"); (6) North 26°40'24" East 110.76 feet; (7) Northwestly 189.88 feet along the arc of a 316.00 foot radius curve to the right (center bears South 63°19'36" East and the chord bears North 43°53'14" East 126.07 feet with a central angle of 34°29'39"); (8) North 61°06'03" East 480.77 feet to the westerly right-of-way line of Valley Hills Boulevard, thence along said westerly right-of-way line the following six (6) courses: (1) Southeastly 24.35 feet along the arc of a 15.50 foot radius curve to the right (center bears South 28°53'57" East and the chord bears South 73°53'57" East 21.92 feet with a central angle of 50°00'00"); (2) South 28°53'57" East 126.07 feet; (3) Southeastly 164.38 feet along the arc of a 861.00 foot radius curve to the right (center bears South 61°06'03" West and the chord bears South 23°45'47" East 164.18 feet with a central angle of 08°46'02"); (4) South 19°05'52" East 222.35 feet; (5) Southeastly 102.37 feet along the arc of a 2,039.00 foot radius curve to the left (center bears North 70°54'05" East and the chord bears South 20°32'12" East 102.35 feet with a central angle of 02°52'35"); (6) South 21°58'30" East 139.91 feet to the point of beginning. Contains 1,563,816 Square Feet or 35.900 Acres.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS THE OWNER(S) IF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND EASEMENT, TO BE HEREAFTER KNOWN AS

JORDANELLE RIDGE VILLAGE 2 FITZGERALD

DO HEREBY DEDICATE THE EASEMENTS FOR PUBLIC UTILITIES AS SHOWN ON THIS PLAT AND CONTAINED WITHIN THE ABOVE DESCRIBED BOUNDARY.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20__ A.D.

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF _____ } S.S. _____
ON THIS ____ DAY OF _____ A.D. 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF _____ A LIMITED LIABILITY COMPANY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NO: _____
REISSUED IN _____ COUNTY, _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE 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 PURPOSE FOR THE PERPETUAL USE OF THE PUBLIC.

THIS ____ DAY OF _____, A.D. 20____

CITY ENGINEER (SEE SEAL BELOW)
CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, A.D. 20____, BY THE PLANNING COMMISSION OF HEBER CITY.

PLANNING DIRECTOR CHAIR, PLANNING COMMISSION

JORDANELLE RIDGE VILLAGE 2 FITZGERALD

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
AND SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

SURVEYOR'S SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 12/08/23 No. 266882 PATRICK M. HARRIS STATE OF UTAH		

ENSIGN

SALT LAKE CITY
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CEDAR CITY
Phone: 435.800.1403
RICHFIELD
Phone: 435.890.9101
COLORADO SPRINGS
Phone: 719.476.5119

SHEET 1 OF 3

PROJECT NUMBER: 10229A
MANAGER: BAM
DRAWN BY: SJL
CHECKED BY: PMH
DATE: 12/11/23

NORTH VILLAGE SPECIAL SERVICE DISTRICT

ACCEPTED THIS ____ DAY OF _____ A.D.,
20____ BY SPECIAL SERVICE DISTRICT.

COUNTY SURVEYOR

APPROVED AS TO FORM.
ROS NO. _____
WASATCH COUNTY SURVEYOR DATE

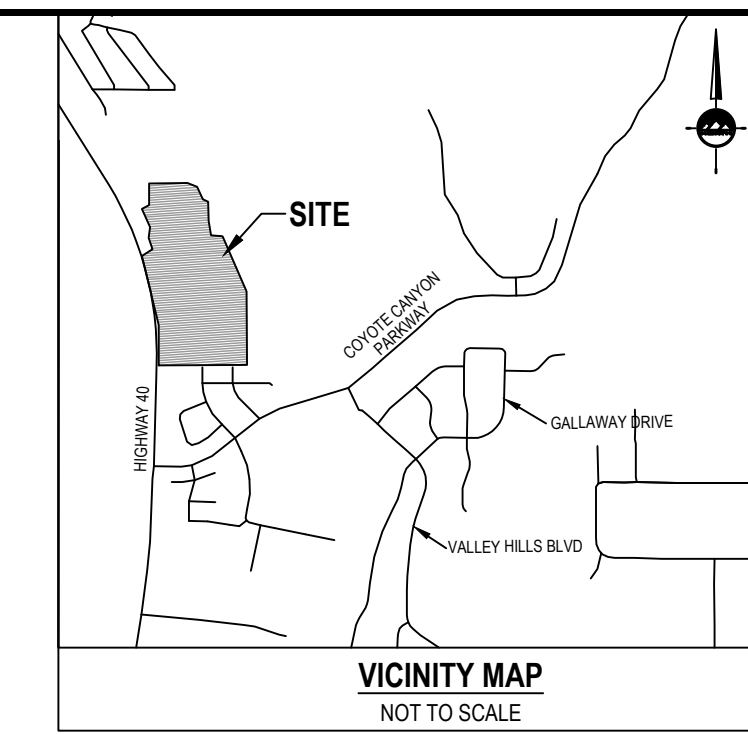
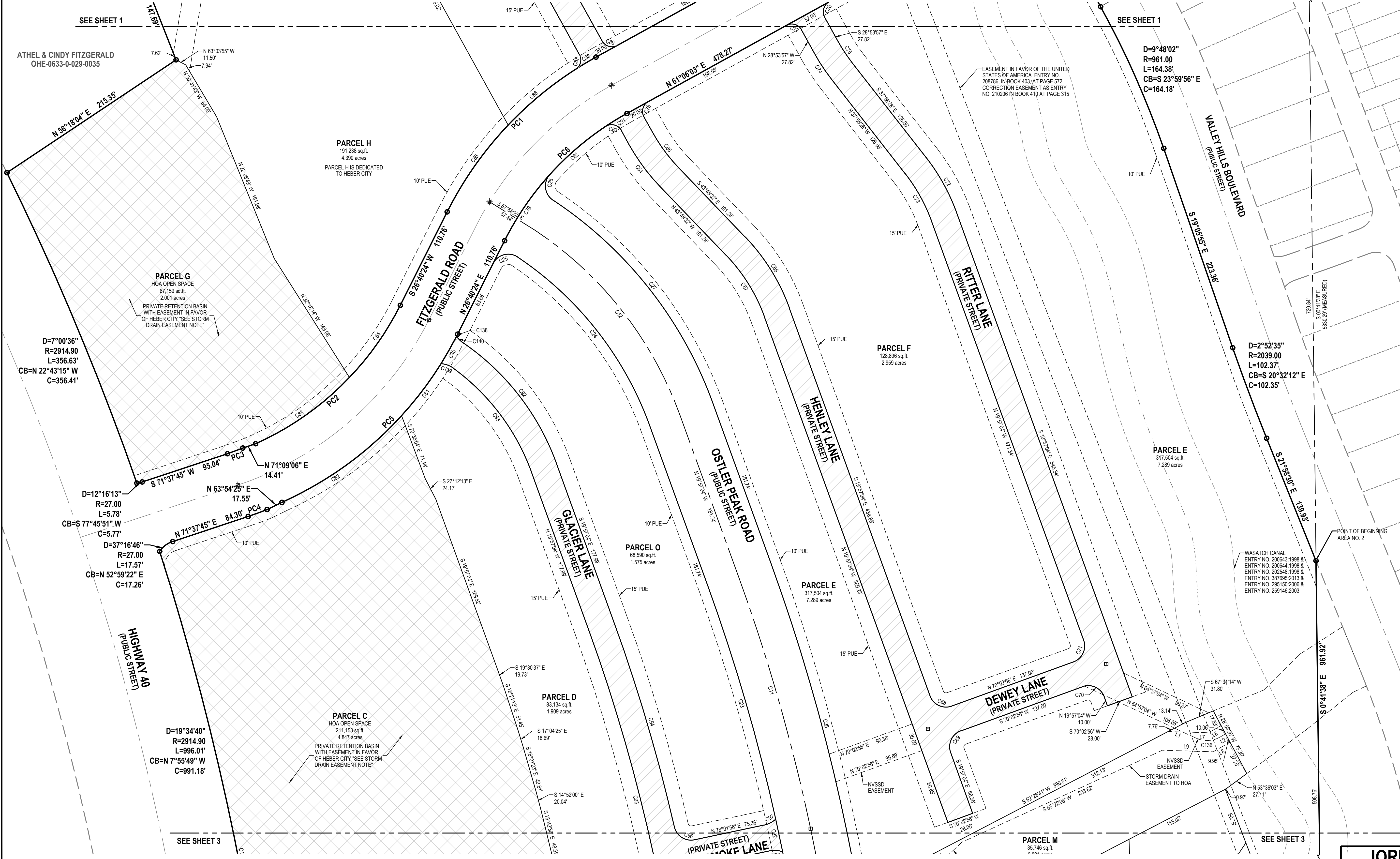
RECORDED #

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES _____ DEPUTY WASATCH COUNTY RECORDER

Page 268 of 428

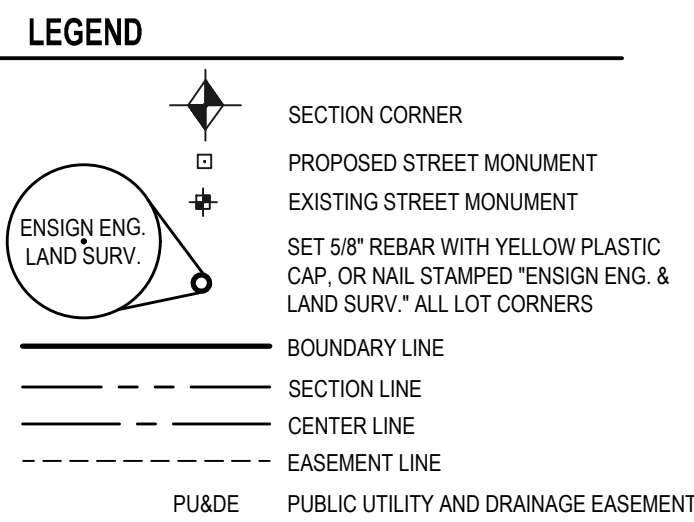
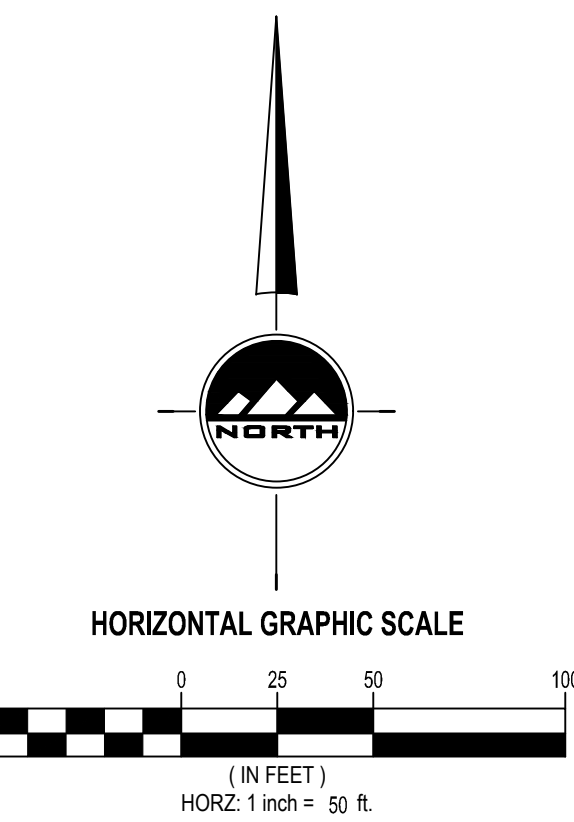
JORDANELLE RIDGE VILLAGE 2 FITZGERALD

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
AND SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	384.00'	230.74'	34°25'39"	S43°53'14"W	227.28'
PC2	316.00'	216.17'	39°11'40"	S46°16'14"W	211.98'
PC3	315.00'	17.32'	3°09'02"	S70°03'14"W	17.32'
PC4	385.00'	21.17'	3°09'02"	N70°03'14"E	21.17'
PC5	384.00'	282.68'	39°11'40"	N46°16'14"E	257.59'
PC6	316.00'	189.88'	34°25'39"	N43°53'14"E	187.03'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S64°57'04"E	24.85'
L2	N60°19'32"E	6.73'
L3	S50°20'13"E	19.99'
L4	N50°20'13"W	19.99'
L5	N85°50'38"W	2.52'
L6	S60°20'47"W	15.39'
L7	N88°15'11"W	42.86'
L8	S60°20'47"W	20.48'
L9	N88°15'11"W	53.76'
L10	S47°09'37"W	33.28'
L11	S69°16'20"W	27.36'
L12	S69°16'20"W	35.29'



H.O.A. OPEN SPACE AND DRAINAGE EASEMENT, MAINTAINED BY H.O.A. TOTAL AREA = 298,311 SQ. FT.

H.O.A. PRIVATE STREETS, PARKING, PUBLIC UTILITY EASEMENT, NO CITY MAINTENANCE. HEBER CITY AND NORTH VILLAGE SPECIAL SERVICE DISTRICT UTILITY EASEMENT. TOTAL AREA = 148,849 SQ. FT.

Storm Drain Easement Notes:
Easement granted to Heber City. A permanent easement and right-of-way for the purpose of storm drain lines, retention and/or detention basins, manholes, boxes, and surface structures, together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress at any time for such purposes. Property owner shall not increase or decrease, nor permit to be increased or decreased, the ground elevations in said easement existing at the time this document is executed, nor construct or permit to be constructed, any permanent building, structures, fences, landscaping (other than grass), improvements, or other encroachments in said easement without prior written permission from the City. Any improvements not authorized in writing by City will be removed at property owner's expense. Any fencing allowed around or through said easement shall install twelve (12) foot minimum gates and keep easement area accessible to City. Property owner agrees on its own behalf, and on behalf of its successors in interest, that it will indemnify and hold harmless CITY for any damages to the property which result from maintenance and repair operations by CITY of its facilities within the easement, and any right to compel CITY to grade, surface, or otherwise improve or maintain said easement area.
Per the Long Term Stormwater Maintenance agreement between the Master Jordanelle Ridge 2 HOA and Heber City, recorded _____, HOA shall be responsible for all irrigation, landscaping, maintenance and cleaning within the easement.

DEVELOPER
JORDANELLE REF ACQUISITION
10421 S. JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095
PHONE: 801.316.3193



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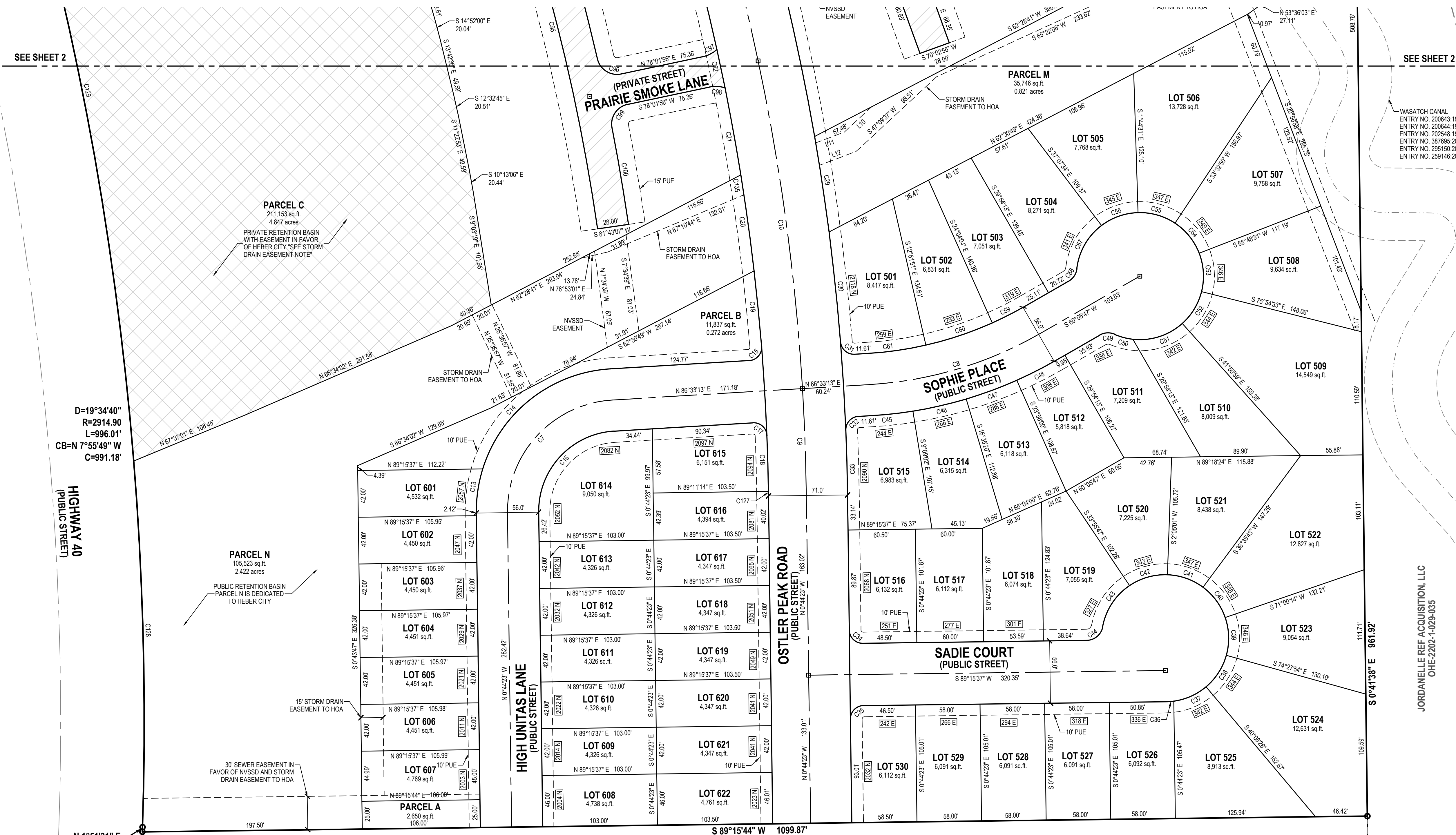
SHEET 2 OF 3
PROJECT NUMBER : 10229A
MANAGER : BAM
DRAWN BY : SJL
CHECKED BY : PMH
DATE : 12/11/23

JORDANELLE RIDGE VILLAGE 2
FITZGERALD
LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
AND SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

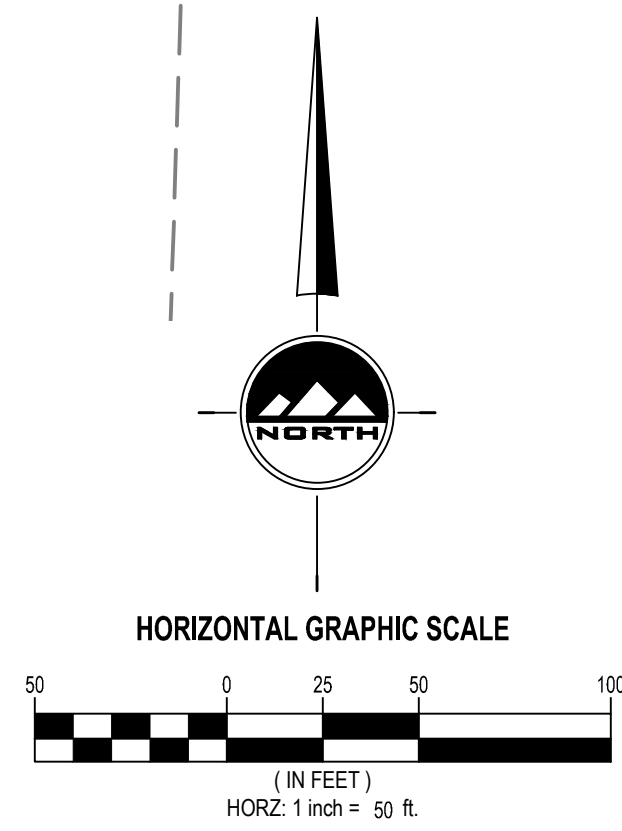
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HEBER CITY, WASATCH COUNTY, UTAH



COYOTE RIDGE PHASE 1 AMENDED
ENTRY NO. 524583



LEGEND

- SECTION CORNER
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV." ALL LOT CORNERS
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- PUBLIC UTILITY AND DRAINAGE EASEMENT

- H.O.A. OPEN SPACE AND DRAINAGE EASEMENT, MAINTAINED BY H.O.A. TOTAL AREA = 286,311 SQ. FT.
- H.O.A. PRIVATE STREETS, PARKING, PUBLIC UTILITY EASEMENT, NO CITY MAINTENANCE. HEBER CITY AND NORTH VILLAGE SPECIAL SERVICE DISTRICT UTILITY EASEMENT. TOTAL AREA = 146,849 SQ. FT.



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SHEET 3 OF 3

PROJECT NUMBER : 10229A
MANAGER : BAM
DRAWN BY : SJL
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JORDANELLE RIDGE VILLAGE 2 FITZGERALD

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
AND SOUTHWEST QUARTER OF SECTION 20,
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HEBER CITY, WASATCH COUNTY, UTAH

RECORDED

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FEES _____ DEPUTY WASATCH COUNTY RECORDER

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C7	100.0'	152.36'	87°17'35"	S42°54'25"W	138.04'
C8	347.73'	161.08'	26°32'29"	N73°22'01"E	159.65'
C9	1998.50'	94.42'	2°42'25"	N2°03'35"W	94.41'
C10	1998.50'	297.23'	8°31'17"	N7°42'26"W	296.96'
C11	1998.50'	278.34'	7°58'47"	N15°57'28"W	278.11'
C12	398.50'	252.12'	36°14'58"	N38°04'33"W	247.94'
C13	128.00'	40.24'	18°00'38"	S8°15'57"W	40.07'
C14	128.00'	154.78'	69°16'57"	S51°54'44"W	145.52'
C15	12.00'	19.10'	91°10'27"	N40°58'00"E	17.14'
C16	72.00'	108.70'	87°17'35"	S42°54'25"W	99.39'
C17	12.00'	19.10'	91°10'27"	N47°51'34"W	17.14'
C18	1964.50'	50.06'	1°27'38"	N1°32'33"W	50.06'
C19	1964.50'	67.91'	1°58'50"	N5°36'38"W	67.91'
C20	1964.50'	87.04'	2°32'18"	N7°52'13"W	79.30'
C21	1964.50'	79.30'	2°18'48"	N10°17'45"W	79.30'
C22	1964.50'	35.36'	1°01'52"	N11°58'04"W	35.35'
C23	1964.50'	255.92'	7°27'51"	N16°12'56"W	255.74'
C24	364.50'	230.61'	36°14'58"	N38°04'33"W	226.78'
C25	18.00'	30.41'	96°47'21"	S75°24'21"W	26.92'
C26	18.00'	30.98'	98°37'28"	S71°12'40"W	26.92'
C27	435.50'	277.98'	36°34'20"	N1°32'33"W	273.29'
C28	2035.12'	360.42'	10°09'50"	N14°52'33"W	359.95'
C29	2035.12'	86.71'	2°26'28"	N8°34'54"W	86.70'
C30	2035.12'	99.61'	2°48'18"	N5°57'32"W	99.60'
C31	12.00'	18.33'	87°31'04"	S49°41'16"E	16.60'
C32	12.00'	18.42'	87°56'21"	S42°35'03"W	16.66'
C33	2035.12'	56.59'	1°35'38"	N1°32'04"W	56.59'
C34	12.00'	18.85'	90°00'00"	S45°44'23"E	16.97'
C35	12.00'	18.85'	90°00'00"	S44°15'37"W	16.97'
C36	57.00'	7.16'	7°12'07"	N89°39'34"E	7.16'
C37	57.00'	32.03'	32°11'56"	N65°57'32"E	31.61'
C38	57.00'	34.15'	34°19'28"	N32°41'50"E	33.64'
C39	57.00'	34.35'	34°31'52"	N1°43'50"W	33.84'
C40	57.00'	34.23'	34°24'31"	N36°12'02"W	33.72'
C41	57.00'	34.33'	34°30'42"	N70°39'38"W	33.62'
C42	57.00'	35.83'	36°00'48"	S74°04'37"W	35.24'
C43	57.00'	45.36'	45°35'52"	S33°16'17"W	44.17'
C44	15.00'	20.63'	78°47'16"	N49°51'59"E	19.04'
C45	375.73'	37.63'	5°44'20"	N83°45'55"E	37.62'
C46	375.73'	49.08'	7°29'04"	N77°09'13"E	49.05'
C47	375.73'	48.48'	7°23'24"	N69°42'59"E	48.43'
C48	375.73'	38.86'	5°55'30"	N83°03'32"E	38.84'
C49	15.00'	13.96'	53°19'44"	S86°45'39"W	13.46'
C50	57.00'	17.02'	17°06'25"	S75°07'42"E	16.96'
C51	57.00'	47.92'	48°10'04"	N72°14'03"E	46.52'
C52	57.00'	33.88'	34°03'34"	N31°07'14"E	33.39'
C53	57.00'	35.10'	35°16'57"	N33°30'17"W	34.55'
C54	57.00'	35.08'	35°15'41"	N38°49'20"W	34.53'
C55	57.00'	35.11'	35°17'21"	N74°05'51"W	34.55'
C56	57.00'	35.20'	35°22'03"	S70°33'57"W	34.64'
C57	57.00'	45.87'	46°06'23"	S29°49'14"W	44.64'
C58	15.00'	13.96'	53°19'44"	N33°25'55"E	13.46'
C59	322.00'	32.30'	5°44'53"	N83°03'30"E	32.29'
C60	322.00'	62.96'	11°12'13"	N71°32'03"E	62.86'
C61	322.00'	52.93'	9°25'03"	N81°50'41"E	52.87'
C62	316.00'	77.73'	14°05'38"	S49°08'53"W	77.53'
C63	12.00'	19.88'	94°54'23"	N76°21'08"W	17.68'
C64	214.00'	55.69'	14°54'35"	S36°21'14"E	55.53'
C65	186.00'	48.40'	14°54'35"	S36°21'14"E	48.27'
C66	214.00'	89.11'	23°51'27"	N31°52'48"W	88.47'
C67	186.00'	77.45'	23°51'27"	N31°52'48"W	76.89'
C68	18.00'	28.27'	90°00'00"	S84°57'04"E	25.46'
C69	18.00'	28.27'	90°00'00"	S25°02'56"W	25.46'
C70	18.00'	28.27'	90°00'00"	N64°57'04"W	25.46'
C71	18.00'	28.27'	90°00'00"	N25°02'56"E	25.46'
C72	214.00'	67.32'	18°01'24"	N28°57'46"W	67.04'
C73	186.00'	58.51'	18°01'24"	N28°57'46"W	58.27'
C74	214.00'	33.90'	9°04'31"	S33°26'12"E	33.86'
C75	186.00'	29.46'	9°04'31"	S33°26'12"E	29.43'
C76	12.00'	18.85'	90°00'00"	S16°06'03"W	16.97'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C77	12.00'	18.85'	90°00'00"	N73°53'57"W	16.97'
C78	12.00'	18.85'	90°00'00"	S16°06'03"W	16.97'
C79	316.00'	85.09'	15°25'40"	S34°23'14"W	84.83'
C80	384.00'	33.46'	4°59'30"	N29°32'20"E	33.44'
C81	384.00'	69.08'	10°18'26"	N37°11'18"E	68.99'
C82	384.00'	157.67'	23°31'33"	N54°06'18"E	156.57'
C83	316.00'	122.47'	22°12'18"	N54°45'55"E	121.70'
C84	316.00'	93.70'	16°59'22"	N35°10'05"E	93.36'
C85	384.00'	112.76'	16°49'31"	S35°05'09"W	112.36'
C86	384.00'	92.74'	13°50'16"	S50°25'03"W	92.52'
C87	12.00'	18.06'	86°14'08"	N14°13'07"E	16.40'
C88	384.00'	25.23'	3°45'52"	S59°13'07"W	25.23'
C89	12.00'	18.85'	90°00'00"	S73°53'57"E	16.97'
C90	12.00'	18.85'	90°00'00"	N16°06'03"E	16.97'
C91	316.00'	27.06'	4°54'23"	S58°38'52"W	27.05'
C92	264.00'	164.21'	35°38'20"	N37°46'14"W	161.58'
C93	236.00'	139.82'	33°56'45"	N36°55'27"W	137.79'
C94	1858.00'	227.19'	7°00'21"	N16°26'54"W	227.05'
C95	1830.00'	372.73'	11°40'11"	N14°06'59"W	372.08'
C96	18.00'	27.97'	89°01'21"	S57°27'24"E	25.24'
C97	26.00'	14.00'	30°50'40"	N62°36'35"E	13.83'
C98	26.00'	14.00'	30°50'40"	N86°32'44"W	13.83'
C99	18.00'	27.97'	89°01'21"	S33°31'15"W	25.24'
C100	1858.00'	87.85'	2°42'33"	N9°38'10"W	87.84'
C101	411.00'	68.06'	9°29'18"	S24°09'18"E	67.99'
C102	383.00'	63.43'	9°29'18"	S24°09'18"E	63.35'
C103	286.00'	154.37'	30°55'34"	N34°52'26"W	152.51'
C104	314.00'	169.49'	30°55'34"	N34°52'26"W	167.44'
C105	514.00'	33.32'	3°42'53"	S48°28'46"E	33.32'
C106	486.00'	31.51'	3°42'53"	S48°28'46"E	31.50'
C107	114.00'	92.76'	46°37'20"	S23°18'40"E	90.23'
C108	86.00'	69.98'	46°37'20"	S23°18'40"E	68.06'
C109	18.00'	28.27'	90°00'00"	N45°00'00"W	25.46'
C110	18.00'	28.27'	90°00'00"	S45°00'00"W	25.46'
C111	18.00'	25.99'	82°43'08"	N48°38'26"W	23.79'
C112	18.00'	31.44'	100°04'47"	S39°57'36"W	27.59'
C113	214.00'	7.62'	2°02'28"	S11°15'14"E	7.62'
C114	186.00'	19.23'	5°55'21"	S9°51'17"E	19.22'
C115	214.00'	102.12'	27°20'33"	S26°05'58"E	101.16'
C116	186.00'	88.76'	27°20'33"	S26°05'58"E	87.92'
C117	186.00'	64.60'	19°53'57"	N29°49'16"W	64.27'
C118	214.00'	74.32'	19°53'57"	N29°49'16"W	73.95'
C119	511.68'	80.20'	8°58'49"	S24°23'07"E	80.12'
C120	483.53'	75.79'	8°58'49"	S24°23'07"E	75.71'
C121	64.00'	63.61'	56°56'42"	S57°22'17"E	61.02'
C122	36.00'	35.78'	56°56'42"	S57°22'17"E	34.33'
C123	18.00'	28.16'	89°37'36"	N41°01'50"W	25.37'
C124	18.00'	28.48'	90°38'52"	N48°49'56"E	25.60'
C125	114.00'	65.03'	32°40'55"	S12°33'29"E	64.15'
C126	86.00'	49.62'	33°03'18"	S12°22'17"E	48.83'
C127	1964.50'	2.50'	0°04'23"	N0°46'34"W	2.50'
C128	2914.90'	329.06'	6°28'05"	N11°09'52"W	328.89'
C129	2914.90'	666.85'	13°06'35"	N11°09'52"W	665.50'
C130	986.00'	297.79'	17°18'15"	N5°08'38"W	296.66'
C131	131.32'	35.04'	15°17'19"	S18°30'27"E	34.94'
C132	131.32'	91.52'	39°55'54"	S46°07'04"E	89.68'
C133	153.46'	11.49'	4°17'28"	S27°50'06"W	11.49'
C134	153.46'	105.49'	39°23'01"	S5°59'52"W	103.42'
C135	1964.00'	18.00'	0°31'30"	N8°52'19"W	18.00'
C136	28.00'	26.74'	54°43'24"	N87°41'14"E	25.74'
C137	166.00'	220.78'	76°12'14"	N51°53'53"W	204.87'
C138	384.00'	2.48'	0°22'11"	N26°51'29"E	2.48'
C139	25.50'	14.14'	31°46'36"	N69°47'07"W	13.96'
C140	25.50'	8.63'	21°38'15"	S44°46'17"E	9.57'
C141	194.00'	258.02'	76°12'14"	N51°53'53"W	239.42'
C142	12.00'	18.85'	90°00'00"	S73°53'57"E	16.97'
C143	1014.00'	317.71'	17°57'07"	N4°49'12"W	316.41'
C144	286.00'	26.12'	5°14'00"	N47°43'13"W	26.11'
C145	286.00'	23.83'	4°46'26"	N42°43'00"W	23.82'

GENERAL NOTES

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: HEBER CITY STANDARDS AND SPECIFICATIONS (HTTPS://WWW.HEBERUT.GOV/1603/STANDARD-DRAWINGS), NORTH VILLAGE SPECIAL SERVICE DISTRICT, THE DESIGN ENGINEER, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) FOR IMPROVEMENTS OWNED, OPERATED, AND MAINTAINED BY THESE ENTITIES. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT. FOR THIS PROJECT, UNLESS A STRICTER STANDARD IS REQUIRED BY THE STANDARDS AND SPECIFICATIONS OF THE ENTITY RESPONSIBLE FOR IMPROVEMENTS AT THE TIME OF PLAN APPROVAL, ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- ALL EXPOSED CONCRETE SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- NO CHANGE IN DESIGN OR ROAD GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER, HEBER CITY, AND ENTITY RESPONSIBLE FOR THE IMPROVEMENTS.
- NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE PROHIBITED WITHOUT AN APPROVED HEBER CITY GRADING PERMIT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
 - CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
 - CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
 - IN ADDITION TO 16.1 AND 16.2 ABOVE, THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDBLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REQUINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, NORTH VILLAGE SPECIAL SERVICE DISTRICT, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1:000-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 33.05.20- BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER NVSSD AND APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER NVSSD AND APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET; EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
- CONTRACTOR SHALL INSTALL THRUST BLOKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
- TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.

DEMOLITION NOTES

- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS AND APPROVED HEBER CITY GRADING PERMITS.
- THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- ALL DEBRIS PILLS AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HANDICAP	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
TBC	TOP BACK OF CURB
TGQ	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		PROPOSED FENCE
	PROPOSED SINGLE WATER METER		EXISTING FLOW LINE
	PROPOSED DUAL WATER METER		PROPOSED FLOW LINE
	EXISTING WATER MANHOLE		GRADE BREAK
	PROPOSED WATER MANHOLE		EXISTING STORM DRAIN LINE
	EXISTING WATER BOX		PROPOSED STORM DRAIN LINE
	EXISTING WATER VALVE		ROOF DRAIN LINE
	PROPOSED WATER VALVE		CATCHMENTS
	EXISTING FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE HYDRANT		EXISTING SANITARY SEWER
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SAN. SWR. SERVICE LINE
	EXISTING SECONDARY WATER VALVE		EXISTING LAND DRAIN LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED LAND DRAIN LINE
	EXISTING IRRIGATION BOX		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING IRRIGATION VALVE		EXISTING CULINARY WATER LINE
	PROPOSED IRRIGATION VALVE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER SERVICE LINE
	PROPOSED SANITARY SEWER MANHOLE		EXISTING SECONDARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED SECONDARY WATER LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		PROPOSED SEC. WATER SERVICE LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		EXISTING IRRIGATION LINE
	EXISTING STORM DRAIN INLET BOX		PROPOSED IRRIGATION LINE
	EXISTING STORM DRAIN CATCH BASIN		EXISTING OVERHEAD POWER LINE
	PROPOSED STORM DRAIN CATCH BASIN		EXISTING ELECTRICAL LINE
	EXISTING STORM DRAIN COMBO BOX		EXISTING GAS LINE
	PROPOSED STORM DRAIN COMBO BOX		ACCESSIBLE ROUTE
	EXISTING STORM DRAIN CLEAN OUT		SAW CUT LINE
	EXISTING STORM DRAIN CULVERT		STRAW WATTLE
	PROPOSED STORM DRAIN CULVERT		TEMPORARY BERM
	TEMPORARY SAG INLET PROTECTION		TEMPORARY SILT FENCE
	TEMPORARY IN-LINE INLET PROTECTION		LIMITS OF DISTURBANCE
	ROOF DRAIN		EXISTING WALL
	EXISTING ELECTRICAL MANHOLE		PROPOSED WALL
	EXISTING ELECTRICAL BOX		EXISTING CONTOURS
	EXISTING TRANSFORMER		PROPOSED CONTOURS
	EXISTING UTILITY POLE		BUILDABLE AREA WITHIN SETBACKS
	EXISTING LIGHT		PUBLIC DRAINAGE EASEMENT
	EXISTING LIGHT		EXISTING ASPHALT TO BE REMOVED
	EXISTING GAS METER		PROPOSED ASPHALT
	EXISTING GAS MANHOLE		EXISTING CURB AND GUTTER
	EXISTING GAS VALVE		PROPOSED CURB AND GUTTER
	EXISTING TELEPHONE MANHOLE		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING TELEPHONE BOX		TRANSITION TO REVERSE PAN CURB
	EXISTING TRAFFIC SIGNAL BOX		CONCRETE TO BE REMOVED
	EXISTING CABLE BOX		EXISTING CONCRETE
	EXISTING BOLLARD		PROPOSED CONCRETE
	PROPOSED BOLLARD		BUILDING TO BE REMOVED
	EXISTING SIGN		EXISTING BUILDING
	PROPOSED SIGN		PROPOSED BUILDING
	EXISTING SPOT ELEVATION		
	PROPOSED SPOT ELEVATION		
	EXISTING FLOW DIRECTION		
	EXISTING TREE		
	DENSE VEGETATION		

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



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FOR:
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10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
PHONE: 801.316.3193

JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

GENERAL NOTES

PROJECT NUMBER
10229A
PROJECT MANAGER
BAM
PRINT DATE
2023-12-11
DESIGNED BY
DAG

C-001

HEBER CITY ENGINEER

DATE

811

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BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
- ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
- SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

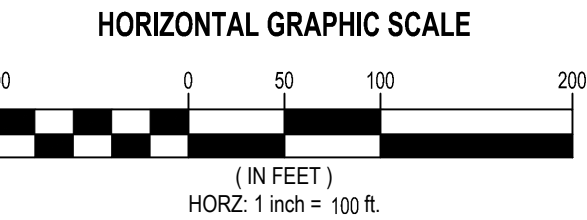
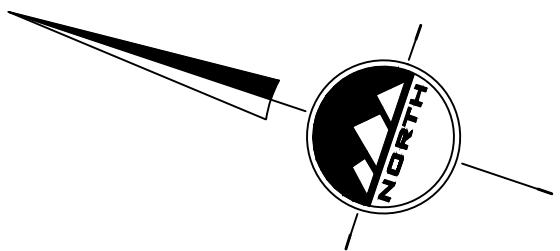
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).
- CLEAR AND GRUB WITHIN FITZGERALD PROPERTY.
- SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
- REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
- REMOVE AND PROPERLY DISPOSE OF EXISTING CURB AND GUTTER.
- REMOVE TEMPORARY BLOW-OFF AND AIR VAC VALVE TO CONNECT WATER LINE. SEE UTILITY PLAN FOR ADDITIONAL INFORMATION.
- REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE.
- REMOVE AND PROPERLY DISPOSE OF EXISTING SIGN.
- CAP EXISTING SECONDARY WATER LINE. ENSURE WATER LINE REMAINS IN SERVICE UNTIL ENTIRE SYSTEM IS RE-ROUTED.
- REMOVE AND PROPERLY DISPOSE OF OR ABANDON IN PLACE, AS NEEDED, EXISTING SECONDARY WATER LINE. ENSURE WATER LINE REMAINS IN SERVICE UNTIL ENTIRE SYSTEM IS RE-ROUTED.
- REMOVE AND PROPERLY DISPOSE OF EXISTING SPRING PIPE.

HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER

DATE



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HEBER CITY ENGINEER'S APPROVAL

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HORIZONTAL GRAPHIC SCALE

100

0

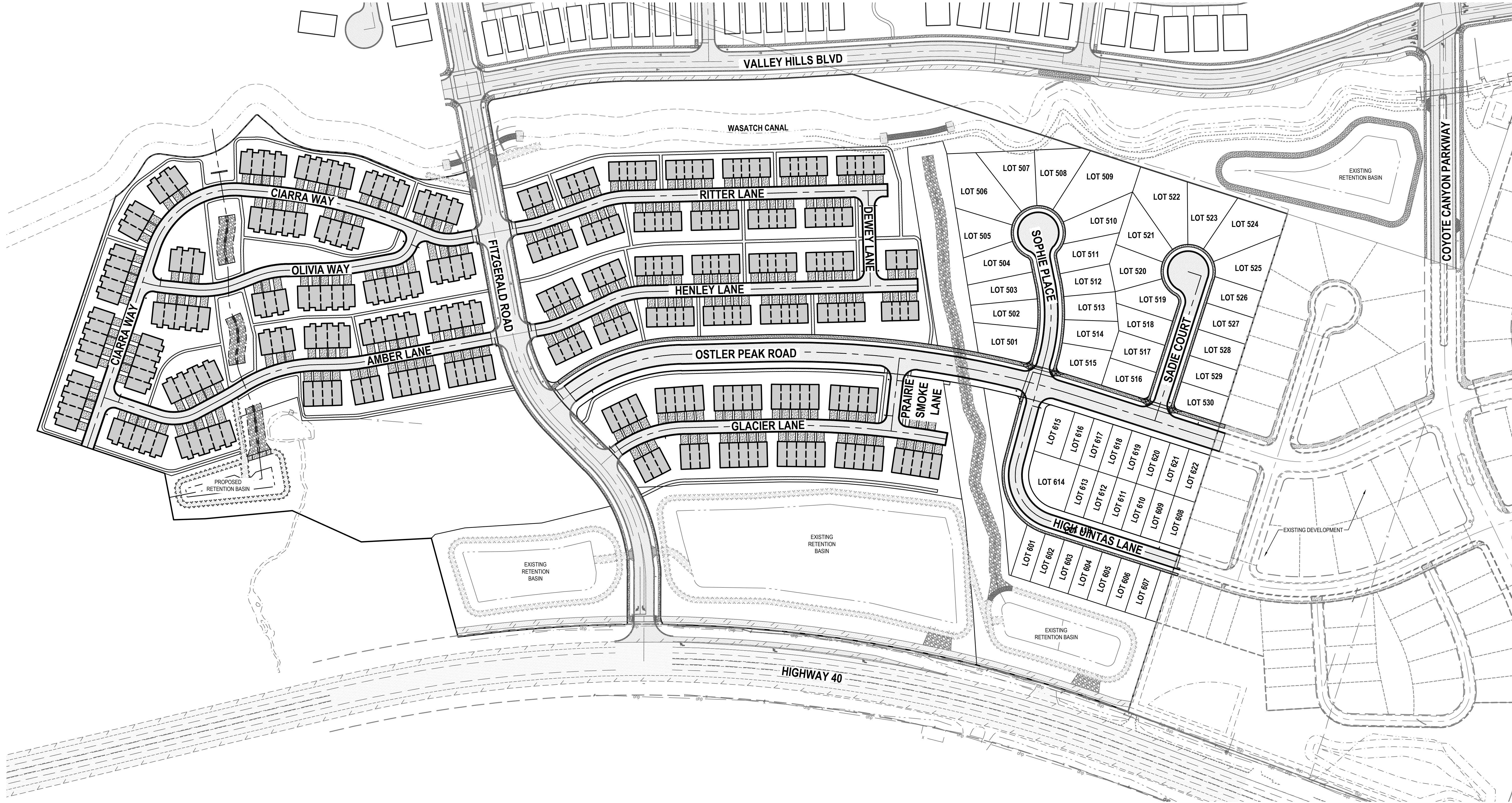
50

100

200

(IN FEET)

HORZ: 1 inch = 100 ft.



JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

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PLAN

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10229A

PRINT DATE
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PROJECT MANAGER
BAM

DESIGNED BY
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THE STANDARD IN ENGINEERING

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71" WIDE ROAD SECTION PER DETAIL 1/C-600

2

56" WIDE ROAD SECTION PER DETAIL 2/C-600

3

28" WIDE ROAD SECTION PER DETAIL 3/C-600.

4

ASPHALT PAVEMENT PER DETAIL 4/C-600.

5

ASPHALT PAVEMENT PER DETAIL 5/C-600.

6

24" COLLECTION CURB AND GUTTER PER HEBER CITY STANDARD DRAWING "STREETS-4."

7

HISTORICAL FLOW CHANNEL PER DETAIL 8/C-601. SEE SHEETS PP-26-PP-27 FOR DESIGN INFORMATION.

8

TYPE G CURB AND GUTTER PER APWA STANDARD PLAN NO. 205.

9

TRANSITION CURB AND GUTTER TYPE.

10

5' WIDE CONCRETE SIDEWALK PER HEBER CITY STANDARD DRAWING "STREETS-4."

11

12" WIDE SOLID WHITE STOP BAR PER M.U.T.C.D. STANDARD PLANS.

12

"STOP/STREET NAME" SIGN PER HEBER CITY STANDARD DRAWING "STREETS-10."

13

6' WIDE CONCRETE SIDEWALK TRAIL PER HEBER CITY STANDARD DRAWING "STREETS-4."

14

6' WIDE PEDESTRIAN TRAIL PER DETAIL 6/C-600. ALL INTERNAL HOA TRAILS ARE SHOWN FOR REFERENCE ONLY. EXACT LOCATIONS TO BE DETERMINED BY PRECISE GRADING PLANS. LOCATION, DESIGN, AND SPECIFICATION OF INTERNAL HOA TRAILS IS AT THE SOLE DISCRETION OF THE HOA.

15

STREET LIGHT PER HEBER CITY NORTH VILLAGE STANDARD "STREETS-15."

16

WHITE CROSSWALK MARKING PER M.U.T.C.D. STANDARD PLANS.

17

"20 MPH SPEED LIMIT" SIGN PER HEBER CITY STANDARD DRAWING "STREETS-10."

18

HANDICAP ACCESS RAMP WITH DETECTABLE WARNING SURFACE PER HEBER CITY STANDARD DRAWING "STREETS-5." ADA RAMP'S SUBJECT TO MOUNTAIN DEVELOPMENT STANDARDS.

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10' WIDE CONCRETE SPILLWAY PER DETAIL 9/C-600.

NORTH

50

0

25

50

100

(IN FEET)

HORZ: 1 inch = 50 ft.

JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

2023-12-11 FOR REVIEW

SITE, SIGNING, STRIPING,
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PROJECT NUMBER
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PRINT DATE
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DESIGNED BY
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THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10



HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEERDATE

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EN SIGN

THE STANDARD IN ENGINEERING

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FOR:

MOMENTUM DEVELOPMENT GROUP, LLC

10421 SOUTH JORDAN GATEWAY BLVD, #200

SOUTH JORDAN, UTAH 84095

CONTACT:

DAVE BARBEE

PHONE: 801.316.3193

SCOPE OF WORK:

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TYPE G CURB AND GUTTER PER APWA STANDARD PLAN NO. 205.

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21

10' WIDE CONCRETE SPILLWAY PER DETAIL 9/C-600.

The figure shows a north arrow pointing upwards and a horizontal graphic scale bar ranging from 0 to 100 feet. Below the scale bar, it indicates '(IN FEET)' and 'HORZ: 1 inch = 50 ft.'

JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

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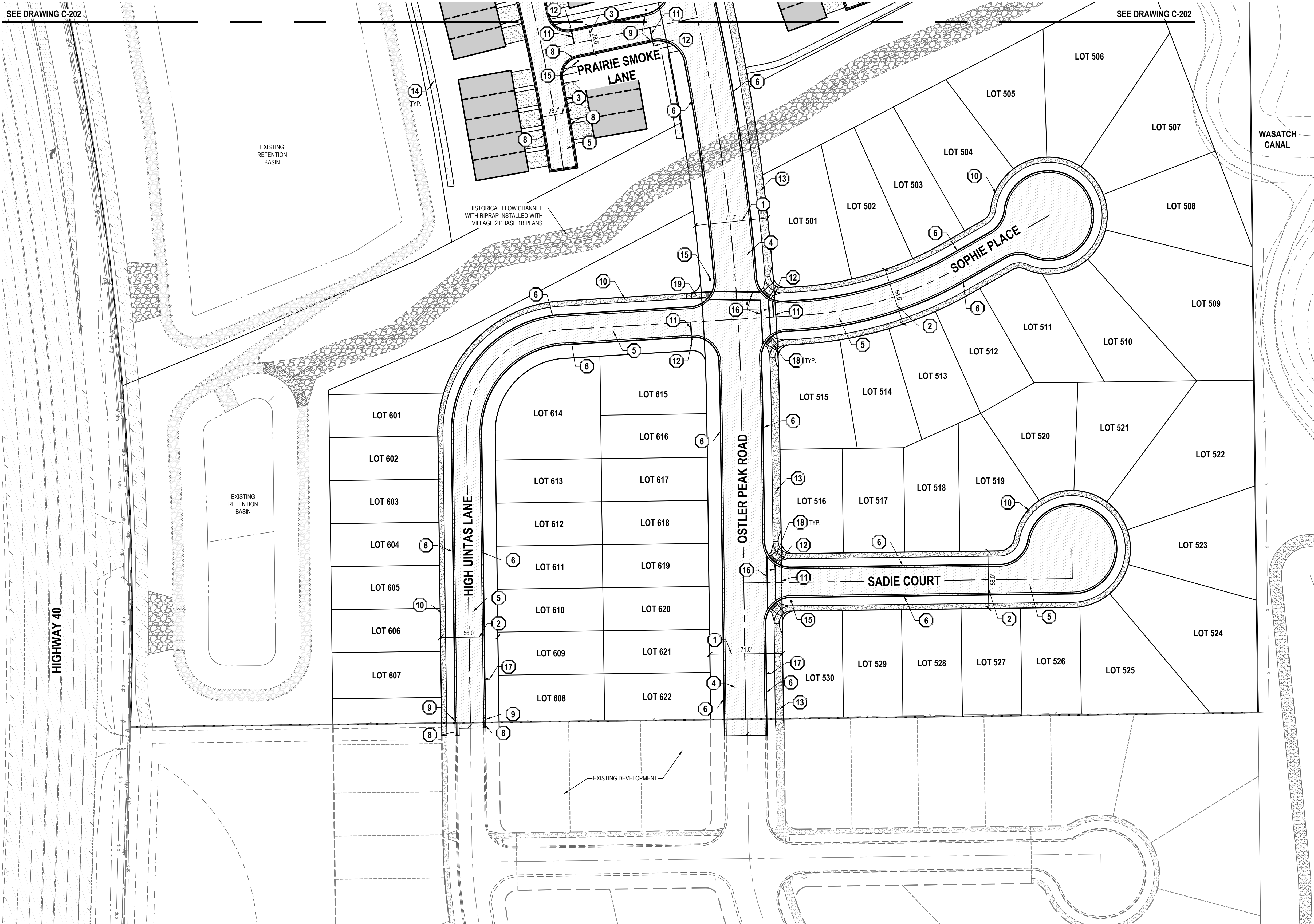
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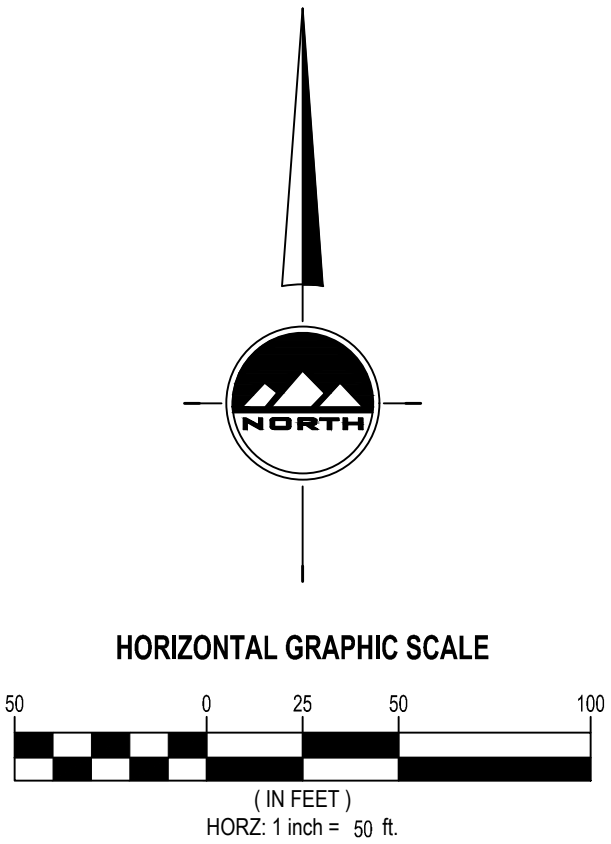
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 - 5 ASPHALT PAVEMENT PER DETAIL 5/C-600
 - 6 24" COLLECTION CURB AND GUTTER PER HEBER CITY STANDARD DRAWING "STREETS-4"
 - 7 HISTORICAL FLOW CHANNEL PER DETAIL 8/C-601. SEE SHEETS PP-26-PP-27 FOR DESIGN INFORMATION.
 - 8 TYPE G CURB AND GUTTER PER APWA STANDARD PLAN NO. 205.
 - 9 TRANSITION CURB AND GUTTER TYPE.
 - 10 5' WIDE CONCRETE SIDEWALK PER HEBER CITY STANDARD DRAWING "STREETS-4"
 - 11 12" WIDE SOLID WHITE STOP BAR PER M.U.T.C.D. STANDARD PLANS.
 - 12 "STOP/STREET NAME" SIGN PER HEBER CITY STANDARD DRAWING "STREETS-10"
 - 13 8' WIDE CONCRETE SIDEWALK TRAIL PER HEBER CITY STANDARD DRAWING "STREETS-4"
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BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
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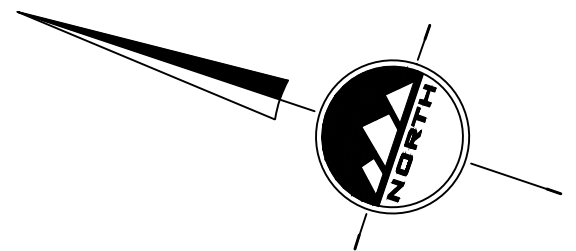
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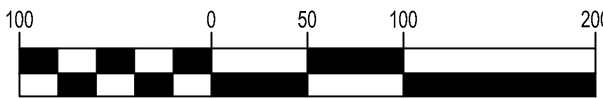
HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER

DATE



HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 100 ft.

EN SIGN

THE STANDARD IN ENGINEERING

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CONTACT:
DAVE BARBEE
PHONE: 801.316.3193

JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

2023-12-11 FOR REVIEW

OVERALL GRADING
AND DRAINAGE PLAN

PROJECT NUMBER 10229A	PRINT DATE 2023-12-11
PROJECT MANAGER BAM	DESIGNED BY DAG

C-300

811

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PROJECT NUMBER
10229A
PROJECT MANAGER
BAM

PRINT DATE
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DESIGNED BY
DAG

C-301

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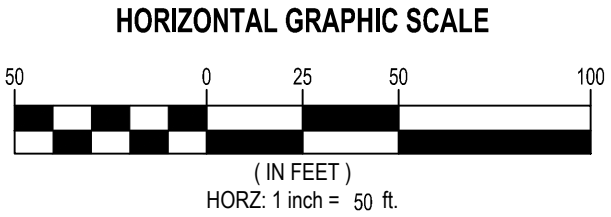
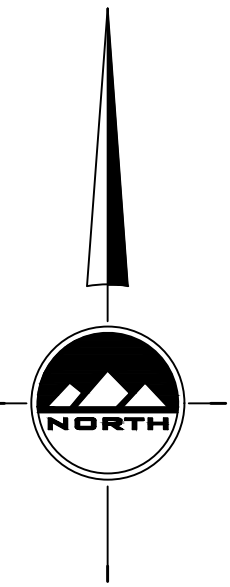
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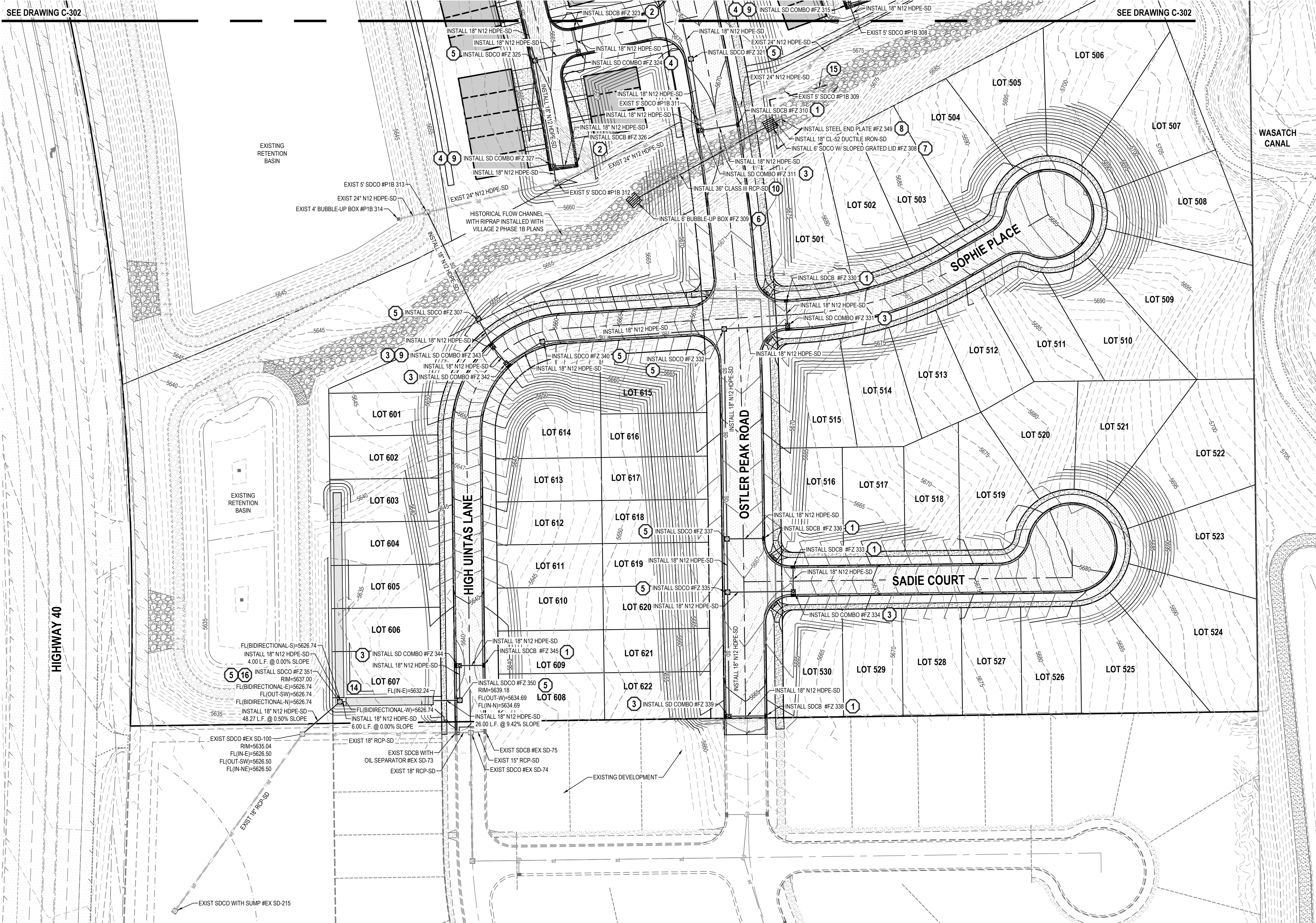
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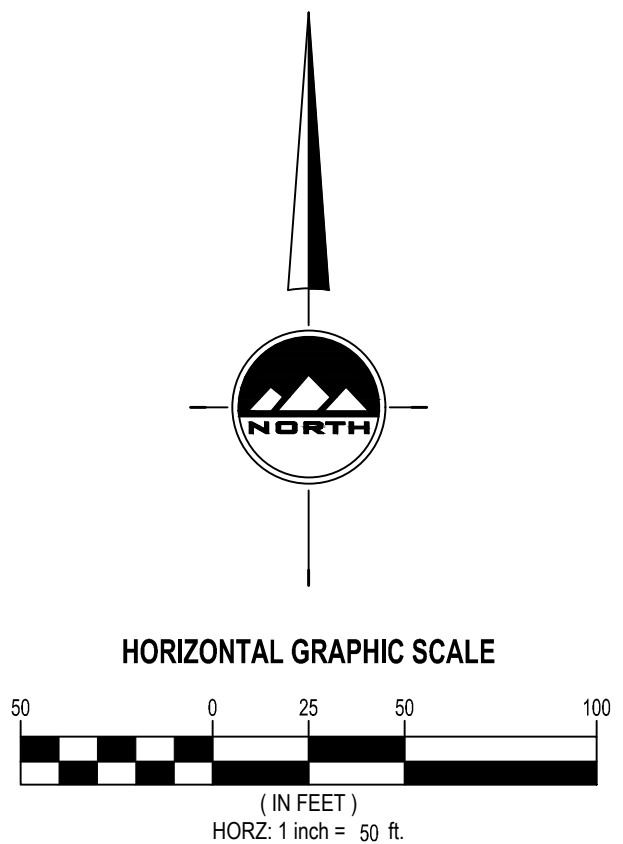
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FOR:
MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD., #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
PHONE: 801.316.3193

JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

GRADING AND DRAINAGE PLAN

PROJECT NUMBER
10229A

PROJECT MANAGER
BAM

PRINT DATE
2023-12-11

DESIGNED BY
DAG

C-303

811

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

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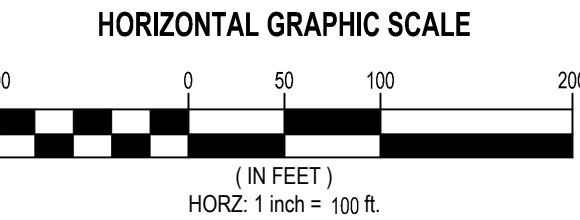
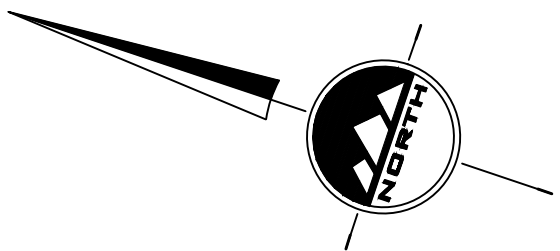
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HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER

DATE



EN SIGN

THE STANDARD IN ENGINEERING

SANDY

45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

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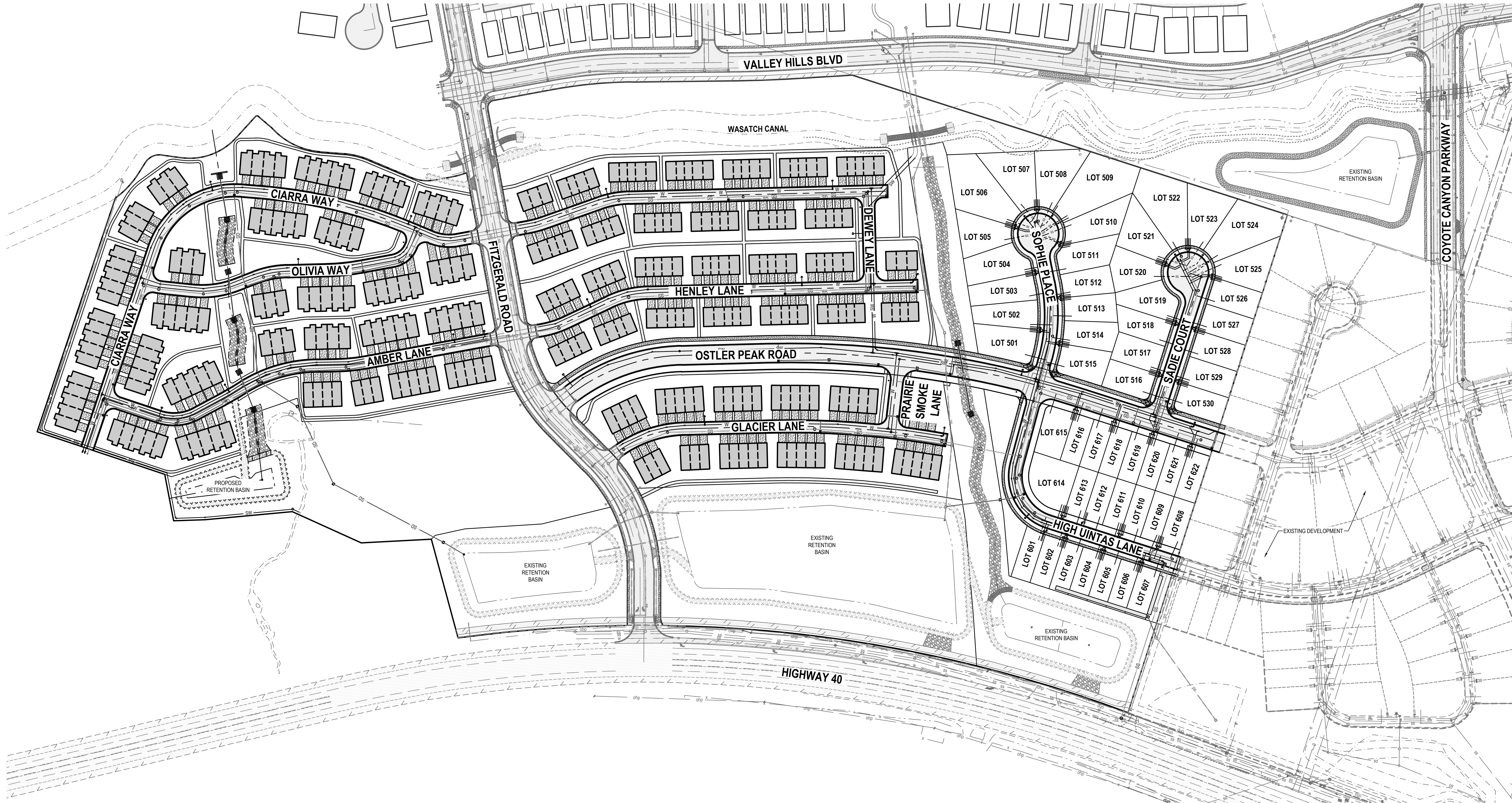
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12. 1 1/2" POLYETHYLENE CULINARY WATER SERVICE CONNECTION AND DUAL 1" METERS PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 400.3 AND 400.7 AND SPECIFICATIONS. ROTATE TAPPING SADDLE TO AVOID CONFLICTS WITH OTHER UTILITIES AND HIGH POINTS IN SERVICE LATERAL. MAINTAIN 5' MINIMUM COVER OVER SERVICE. SEE DETAIL 6/C-601 FOR DUAL METER CONFIGURATION.

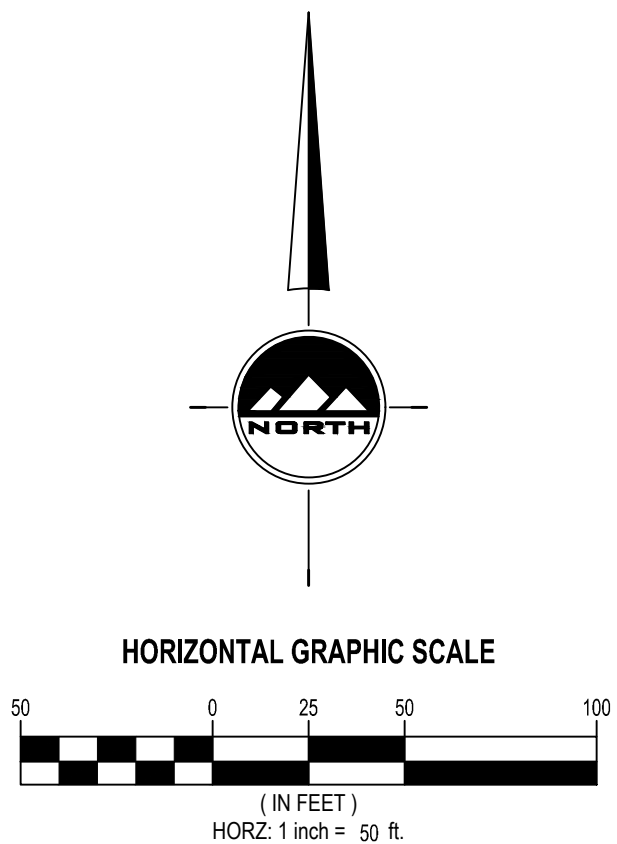
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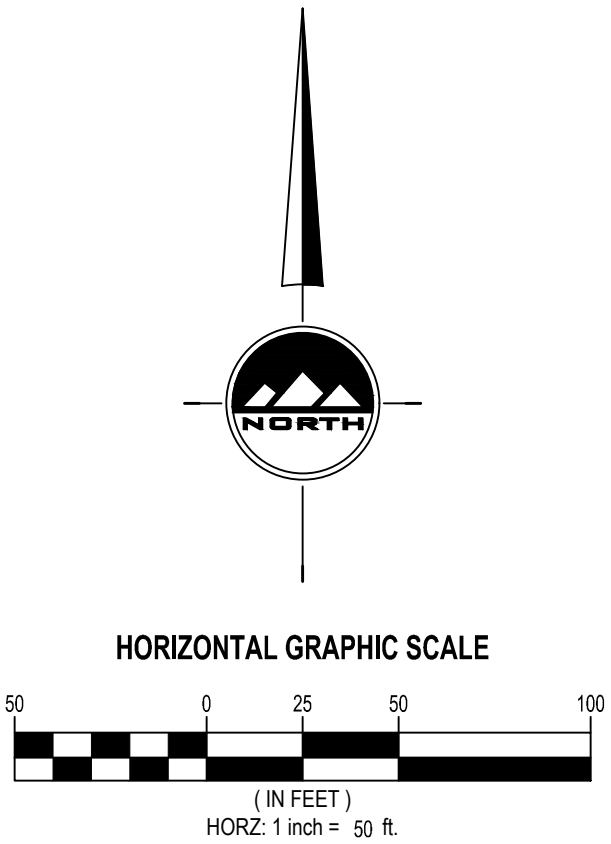


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**JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY**

700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

UTILITY PLAN

PROJECT NUMBER
10229A
PROJECT MANAGER
BAM

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C-402

EN SIGN

THE STANDARD IN ENGINEERING

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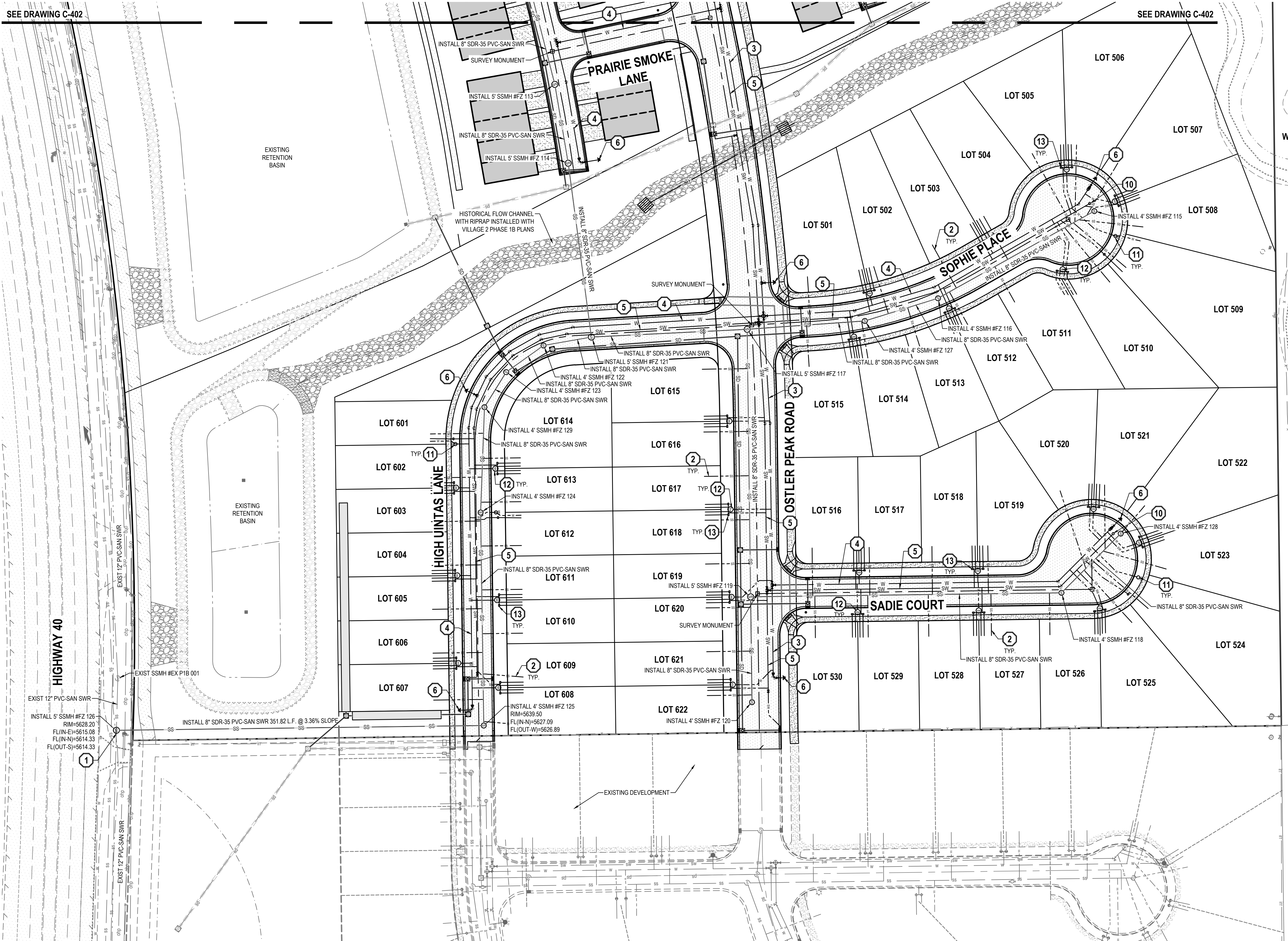
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SEE DRAWING C-402



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PROJECT NUMBER
10229A
PROJECT MANAGER
BAM
PRINT DATE
2023-12-11
DESIGNED BY
DAG

C-403

EN SIGN

THE STANDARD IN ENGINEERING

SANDY

45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

CONTACT:

DAVE BARREE
PHONE: 801.316.3193

811

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BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

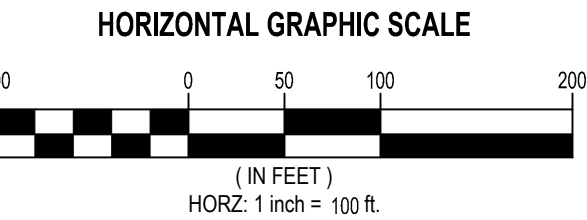
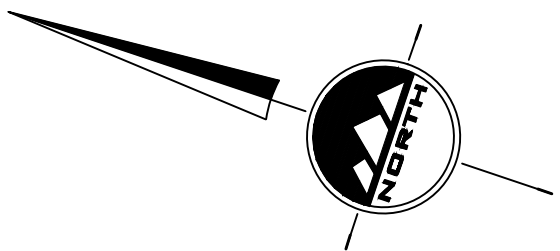
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HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER

DATE



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JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

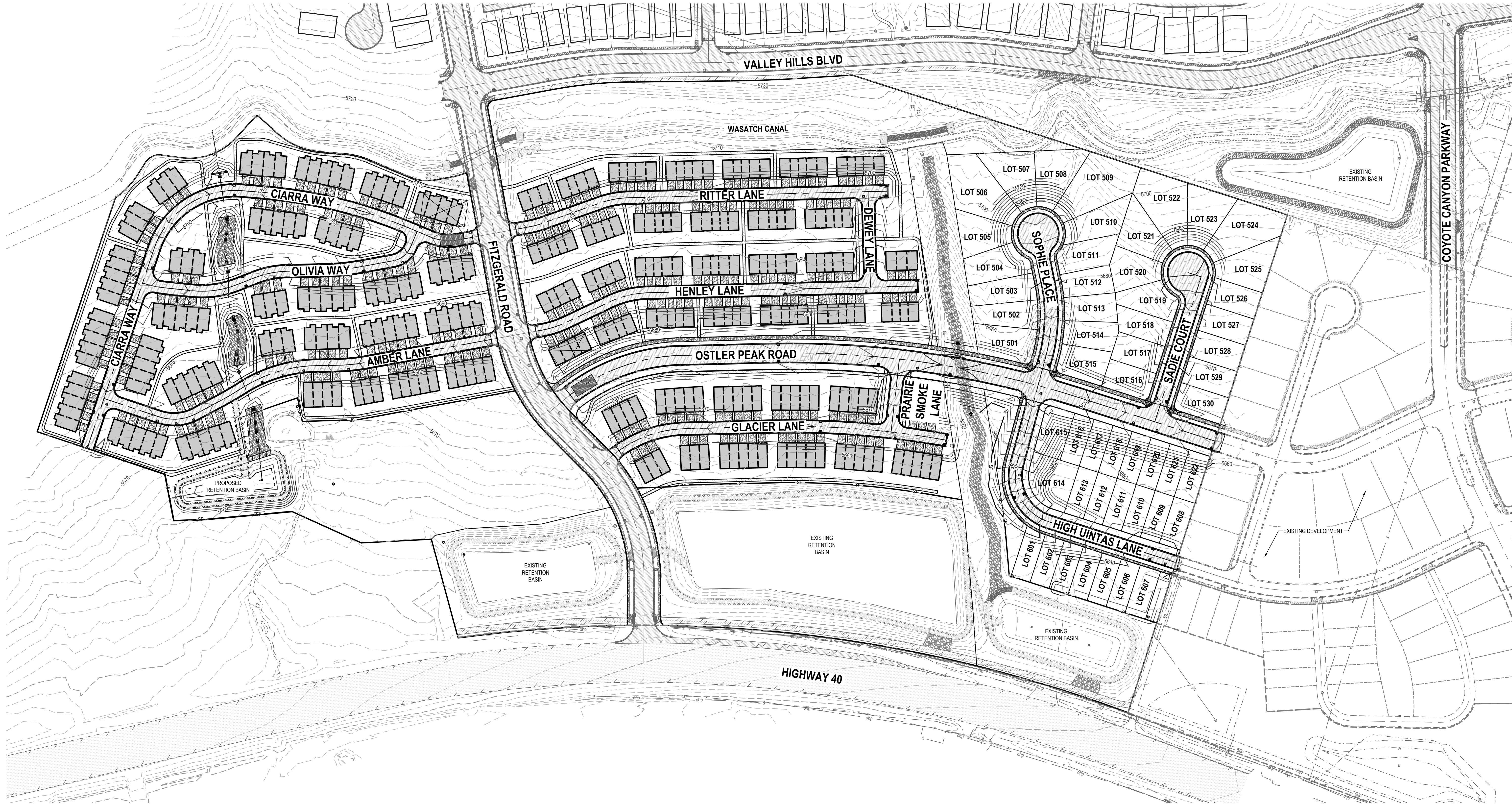
2023-12-11 FOR REVIEW

**OVERALL EROSION
CONTROL PLAN**

PROJECT NUMBER
10229A
PROJECT MANAGER
BAM

PRINT DATE
2023-12-11
DESIGNED BY
DAG

C-500



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THE SOUTHEAST QUARTER OF SECTION 20,
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SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10



HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEERDATE

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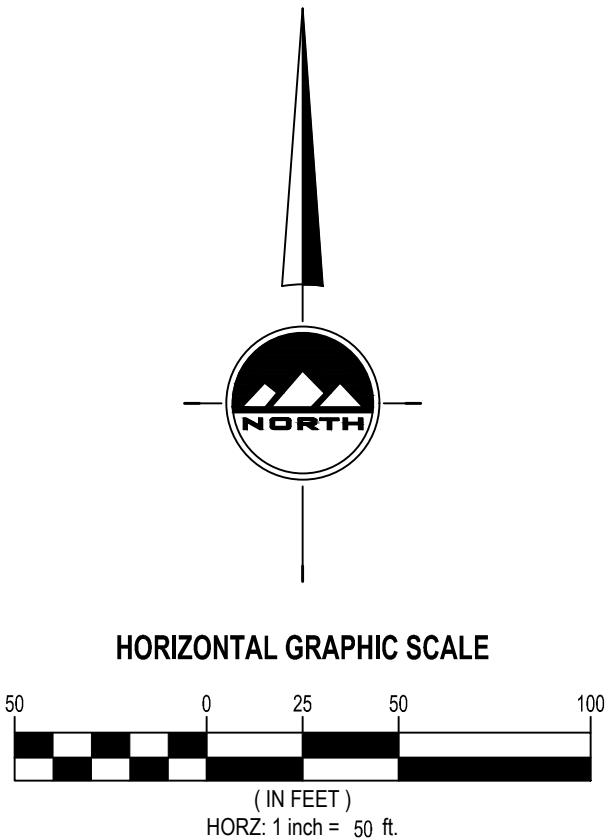
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3. VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 7/C-600.

4. SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.

5. SUGGESTED STOCKPILE AREA.

REVISION SCHEDULE			
NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
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FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

2023-12-11 FOR REVIEW

EROSION CONTROL PLAN

PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

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Page 286 of 428

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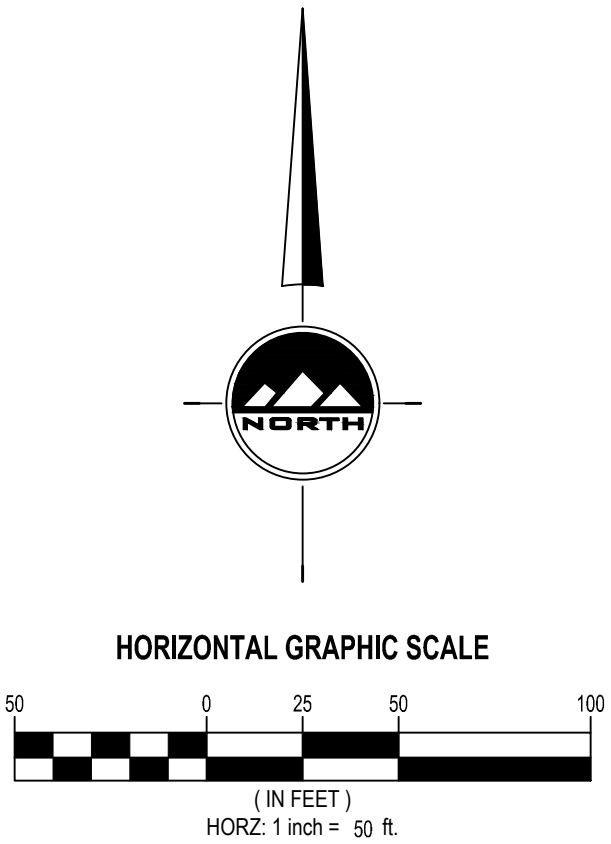
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JORDANELLE RIDGE VILLAGE 2
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700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

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**EROSION CONTROL
PLAN**

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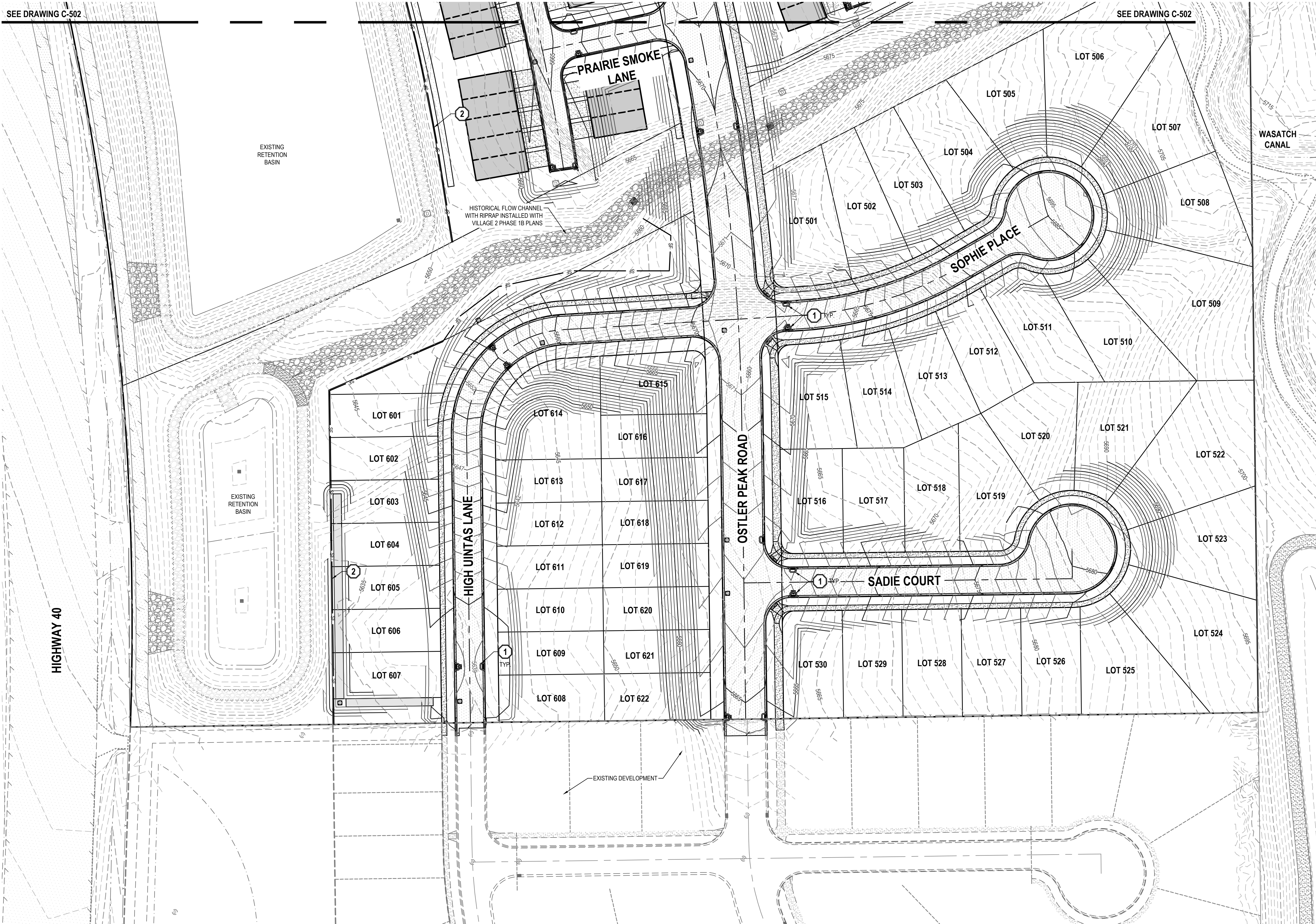
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BENCHMARK

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INLET PROTECTION PER DETAIL 7/C-601.
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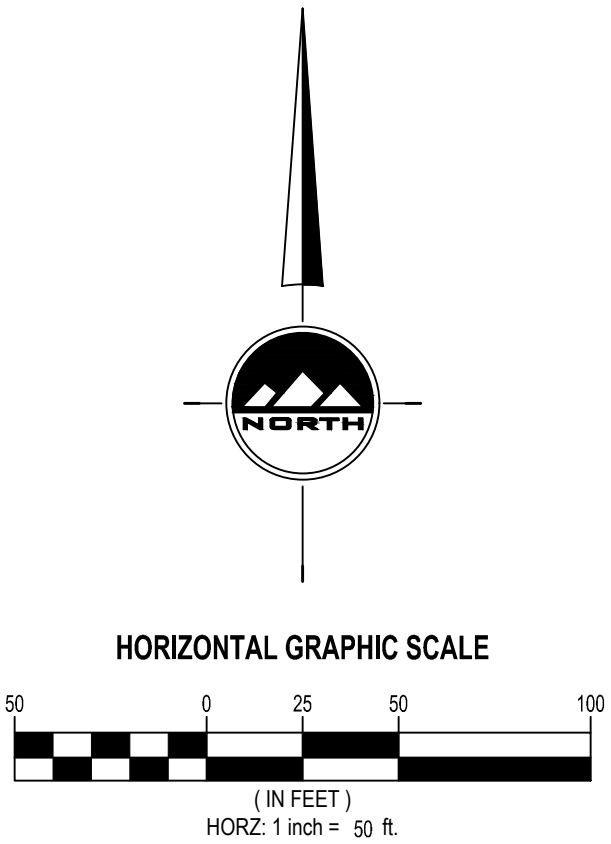
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PROJECT NUMBER
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PRINT DATE
2023-12-11

PROJECT MANAGER
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DESIGNED BY
DAG

C-503

Page 288 of 428

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HEBER CITY ENGINEERDATE

HORIZONTAL GRAPHIC SCALE

100050100200

(IN FEET)

HORZ: 1 inch = 100 ft.

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2023-12-11 FOR REVIEW

PLAN AND PROFILE
KEY MAP

PROJECT NUMBER 10229A	PRINT DATE 2023-12-11
PROJECT MANAGER BAM	DESIGNED BY DAG

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- 1

REMOVE TEMPORARY BLOW-OFF AND AIR VAC VALVE TO CONNECT WATER LINE. SEE UTILITY PLAN FOR
ADDITIONAL INFORMATION.
- 2

TEMPORARY BLOW-OFF AND AIR VAC VALVE PER NORTH VILLAGE SPECIAL SERVICE DISTRICT
SPECIFICATIONS.
- 3

2' SUMP IN STORM DRAIN STRUCTURE.
- 4

SINGLE METER CONFIGURATION, 1 1/2" POLYETHYLENE CULINARY WATER SERVICE CONNECTION AND 1"
METER PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 400.3 AND 400.4A AND
SPECIFICATIONS. ROTATE TAPPING SADDLE TO AVOID CONFLICTS WITH OTHER UTILITIES AND HIGH POINTS
IN SERVICE LATERAL. MAINTAIN 5' MINIMUM COVER OVER SERVICE.
- 5

DUAL METER CONFIGURATION, 1 1/2" POLYETHYLENE CULINARY WATER SERVICE CONNECTION AND DUAL 1"
METERS PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 400.3 AND 400.7 AND
SPECIFICATIONS. ROTATE TAPPING SADDLE TO AVOID CONFLICTS WITH OTHER UTILITIES AND HIGH POINTS
IN SERVICE LATERAL. MAINTAIN 5' MINIMUM COVER OVER SERVICE. SEE DETAIL 6/C-601 FOR DUAL METER
CONFIGURATION.
- 6

SINGLE OR DOUBLE (AS SHOWN) 1" SECONDARY WATER SERVICE CONNECTION PER NORTH VILLAGE
SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 500.2 OR 500.3. SEE DETAIL 6/C-601 FOR DUAL METER
CONFIGURATION.
- 7

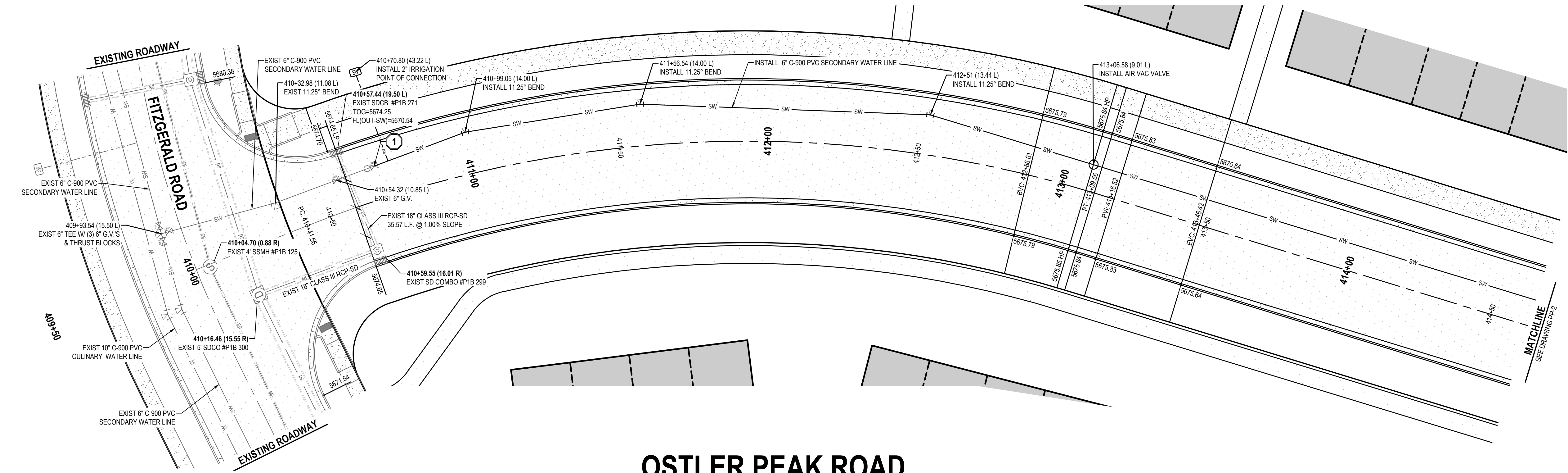
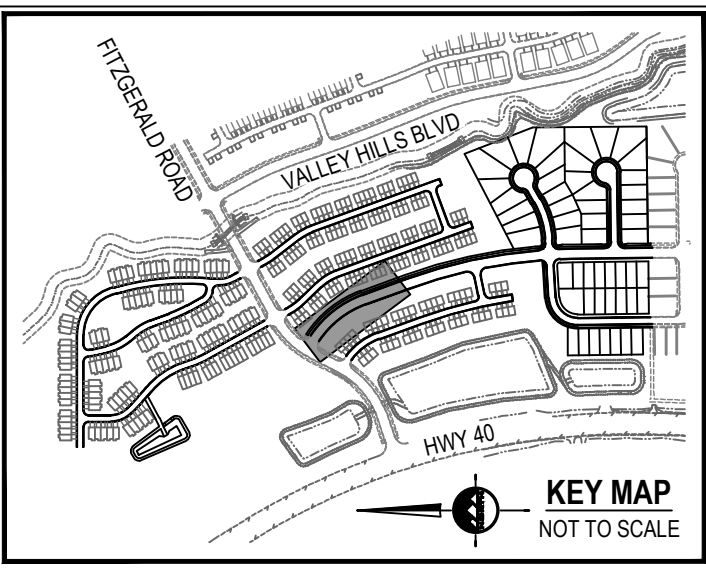
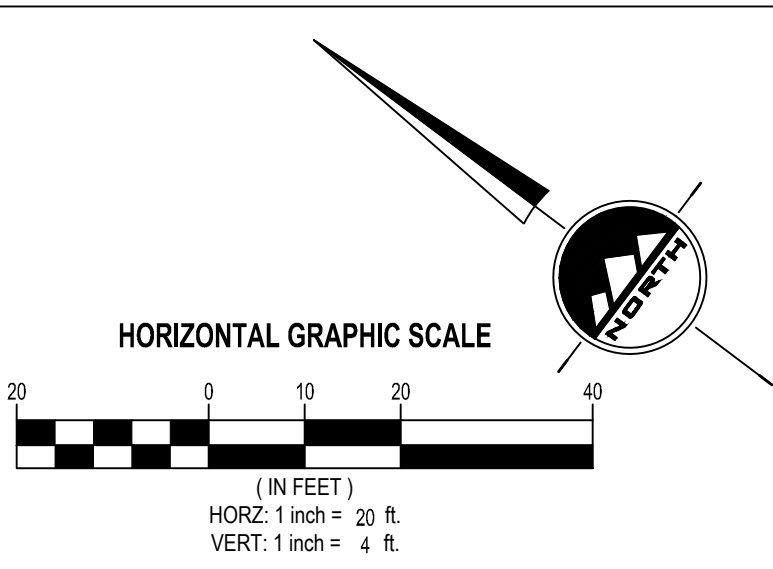
4" PVC SANITARY SEWER LATERAL PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARDS AND
SPECIFICATIONS.
- 8

POTENTIAL CONFLICT BETWEEN STORM DRAIN AND WATER LINE. MAINTAIN A MINIMUM OF 18" OF
CLEARANCE BETWEEN THE STORM DRAIN AND WATER LINE. ENSURE THAT THE WATER LINE DEFLECTION AT
EACH JOINT DOES NOT EXCEED THE STANDARDS AND SPECIFICATIONS PER THE PIPE MATERIAL AND SIZE
SPECIFIED. ALL INSTALLATION AND CONSTRUCTION TO BE APPROVED BY NVSSD, OR ITS DESIGNATED
REPRESENTATIVE.

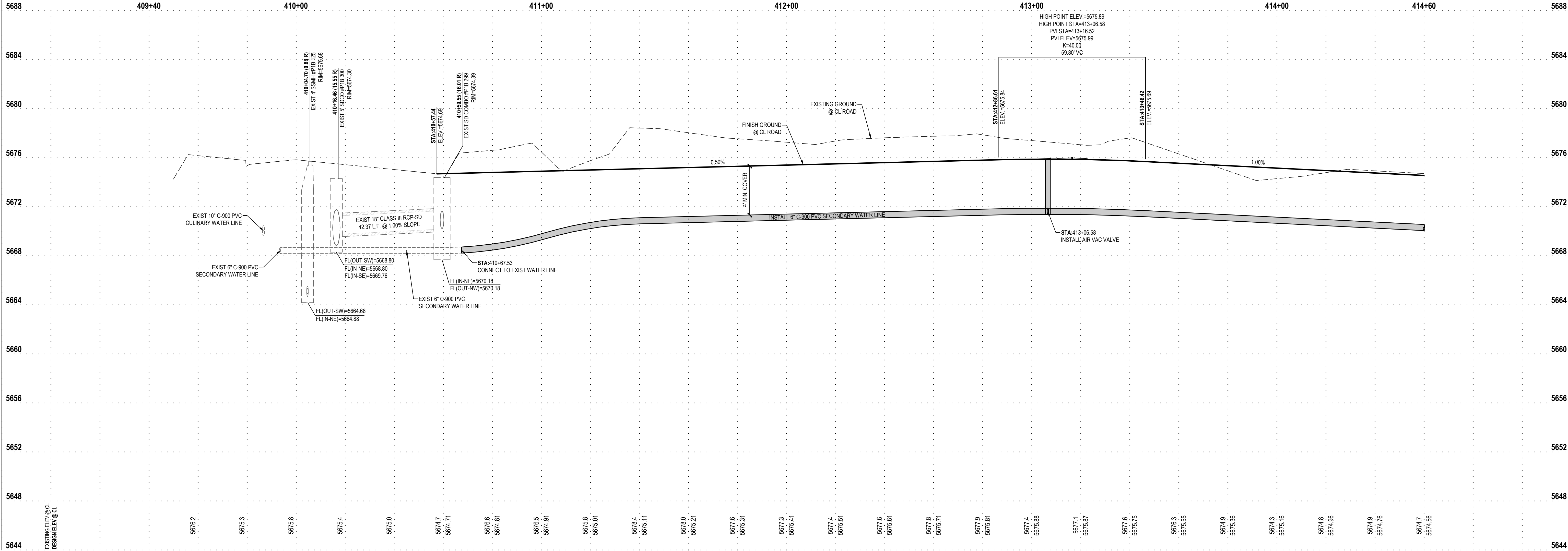
HEBER CITY ENGINEER'S APPROVAL

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OSTLER PEAK ROAD



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Phone: 435.843.3590

CEDAR CITY

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RICHFIELD

Phone: 435.896.2983

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FOR:

MOMENTUM DEVELOPMENT GROUP, LLC

10421 SOUTH JORDAN GATEWAY BLVD, #200

SOUTH JORDAN, UTAH 84095

CONTACT:

DAVE BARBEE

PHONE: 801.316.3193

2023-12-11 FOR REVIEW

PLAN AND PROFILE

OSTLER PEAK ROAD

PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

DESIGNED BY
DAG

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BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

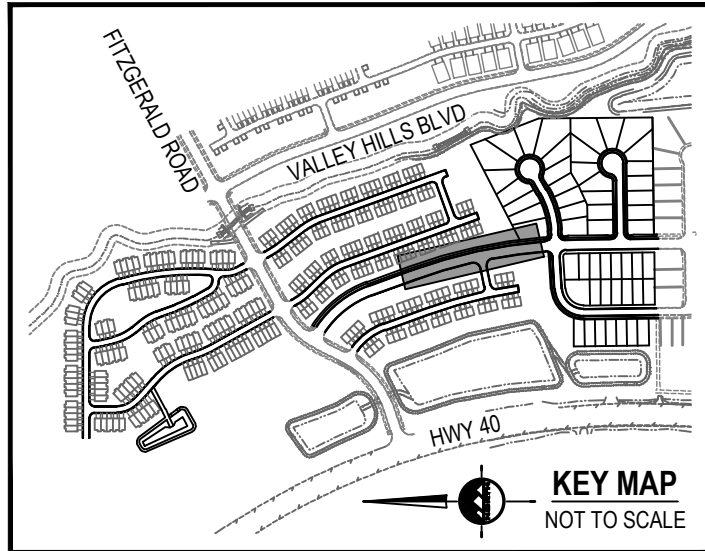
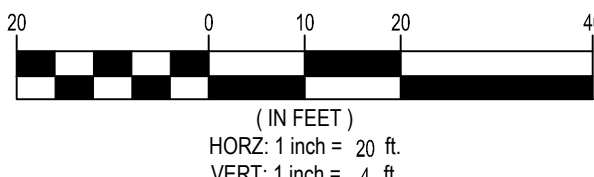
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HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER DATE

HORIZONTAL GRAPHIC SCALE



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2023-12-11 FOR REVIEW

PLAN AND PROFILE
OSTLER PEAK ROAD

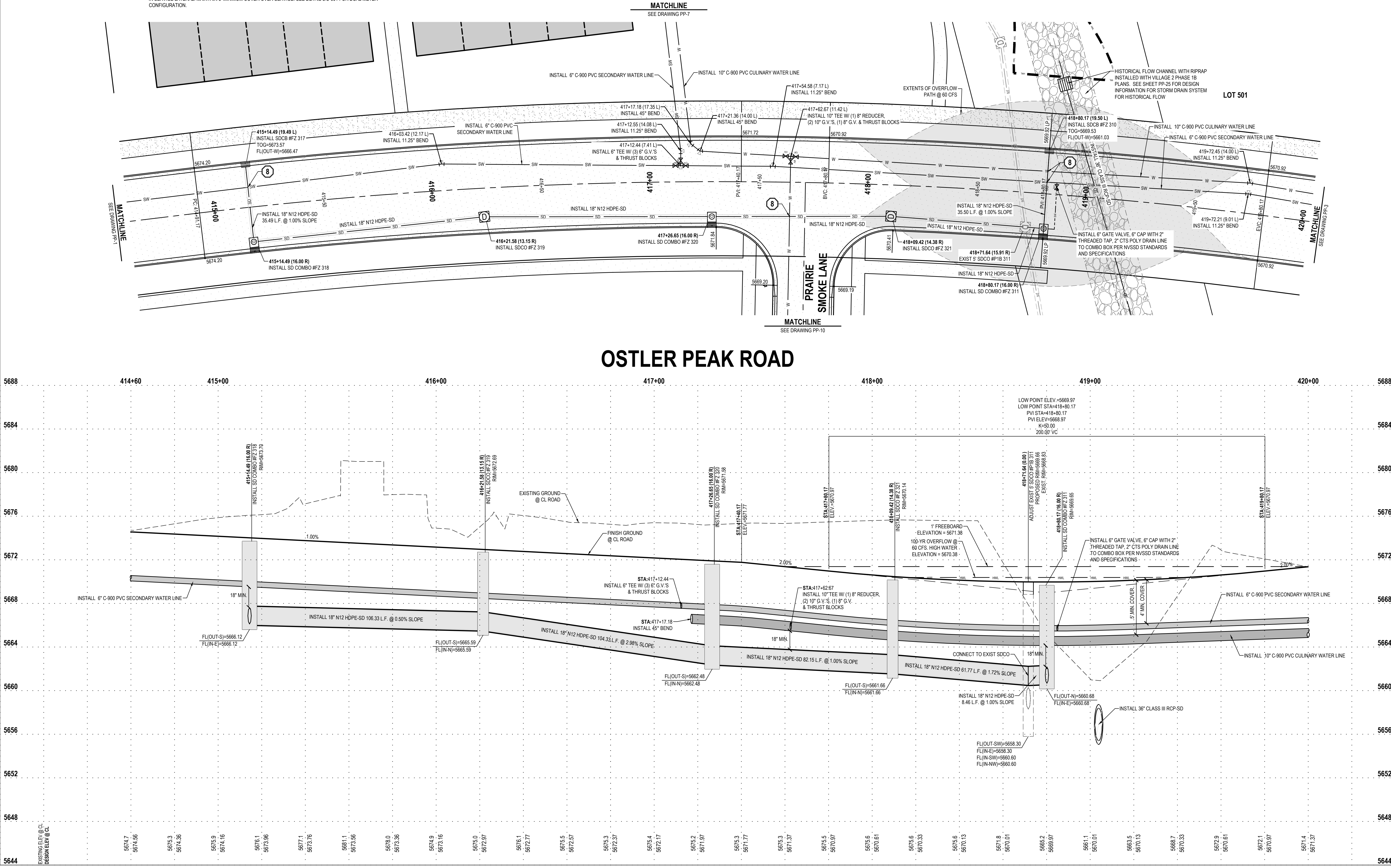
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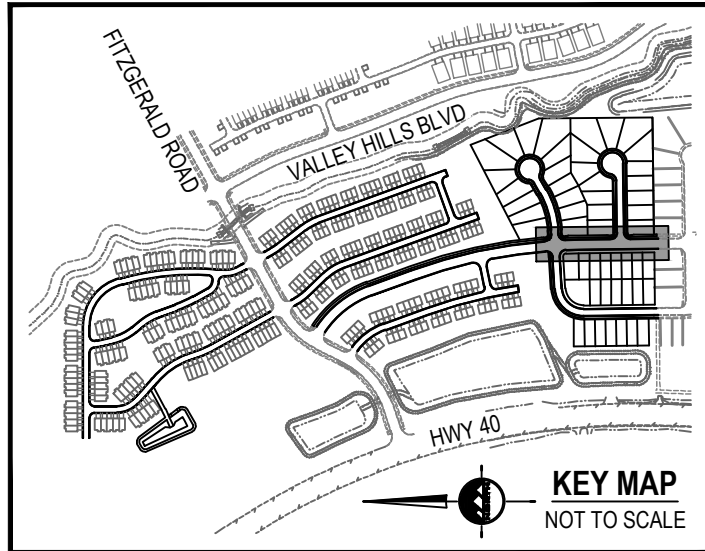
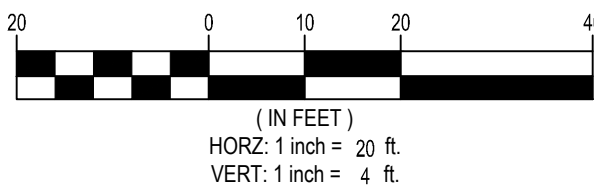
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HEBER CITY ENGINEER DATE

HORIZONTAL GRAPHIC SCALE



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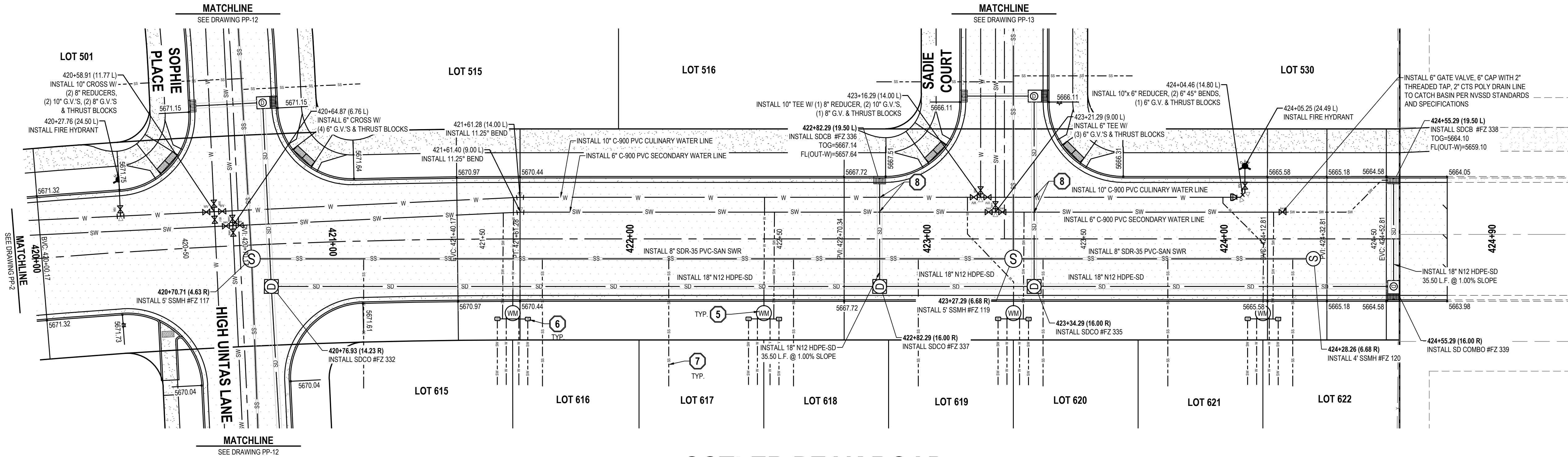
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RICHFIELD

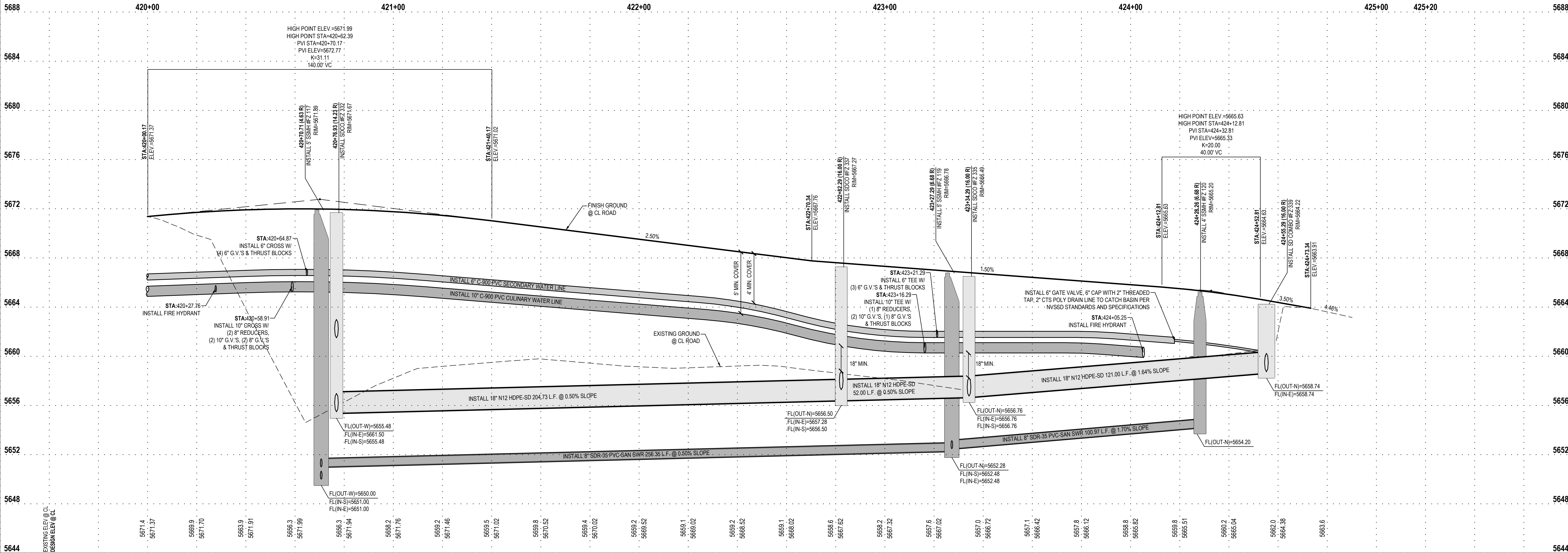
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FOR:
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10421 SOUTH JORDAN GATEWAY BLVD., #200
SOUTH JORDAN, UTAH 84095
CONTACT:
DAVE BARREE
PHONE: 801.316.3193



OSTLER PEAK ROAD



JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE
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PROJECT NUMBER
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BAM

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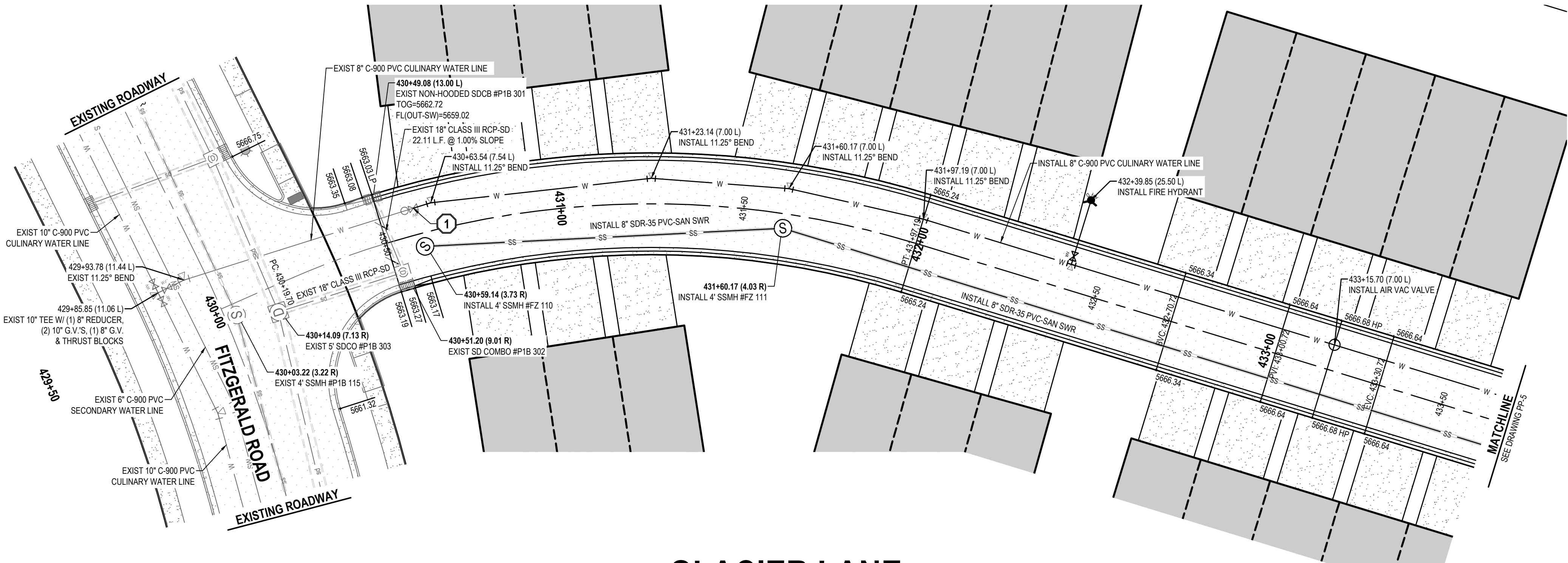
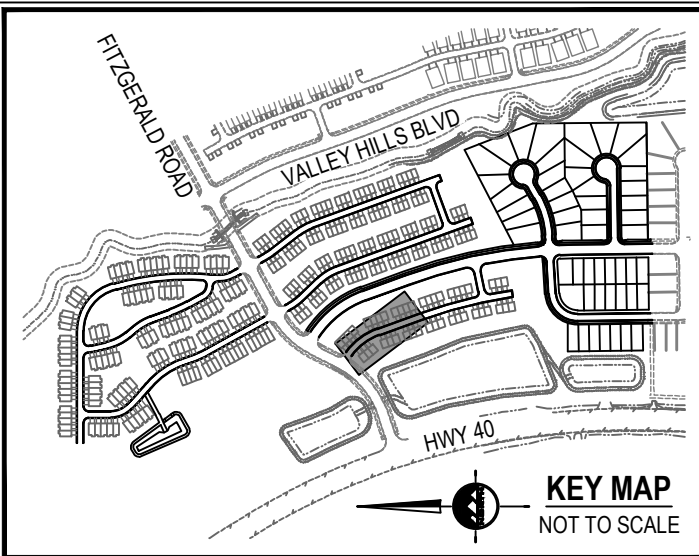
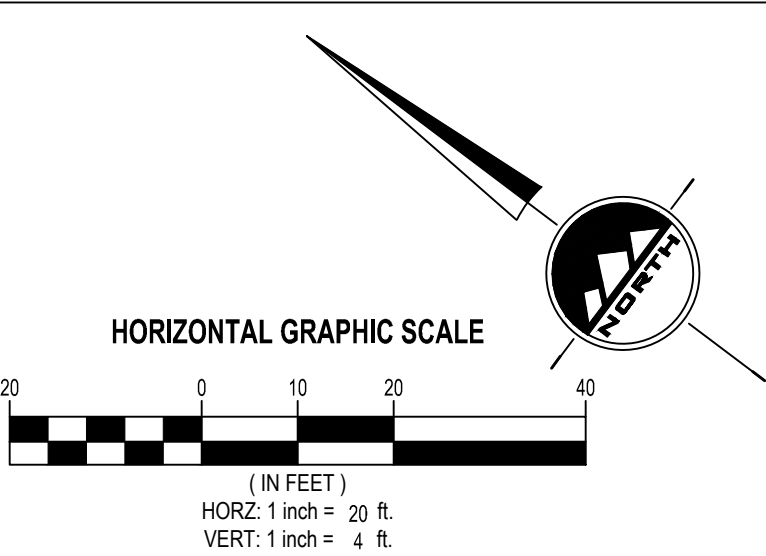
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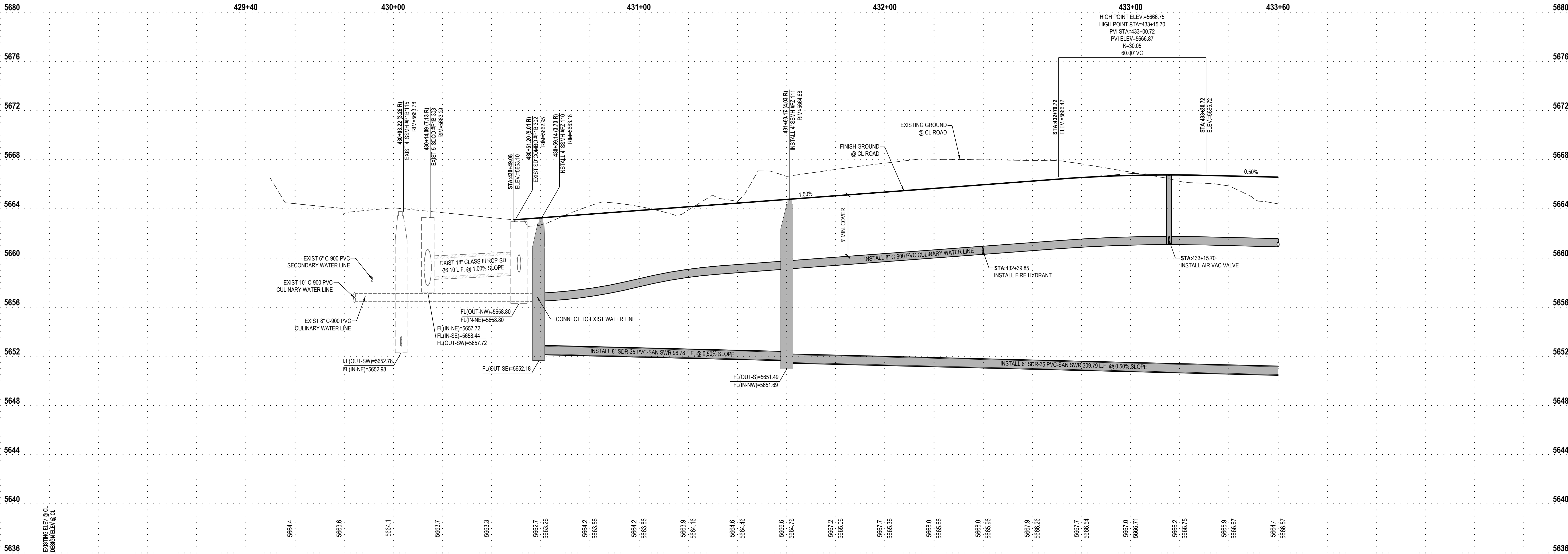
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GLACIER LANE



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FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE
GLACIER LANE

PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

DESIGNED BY
DAG

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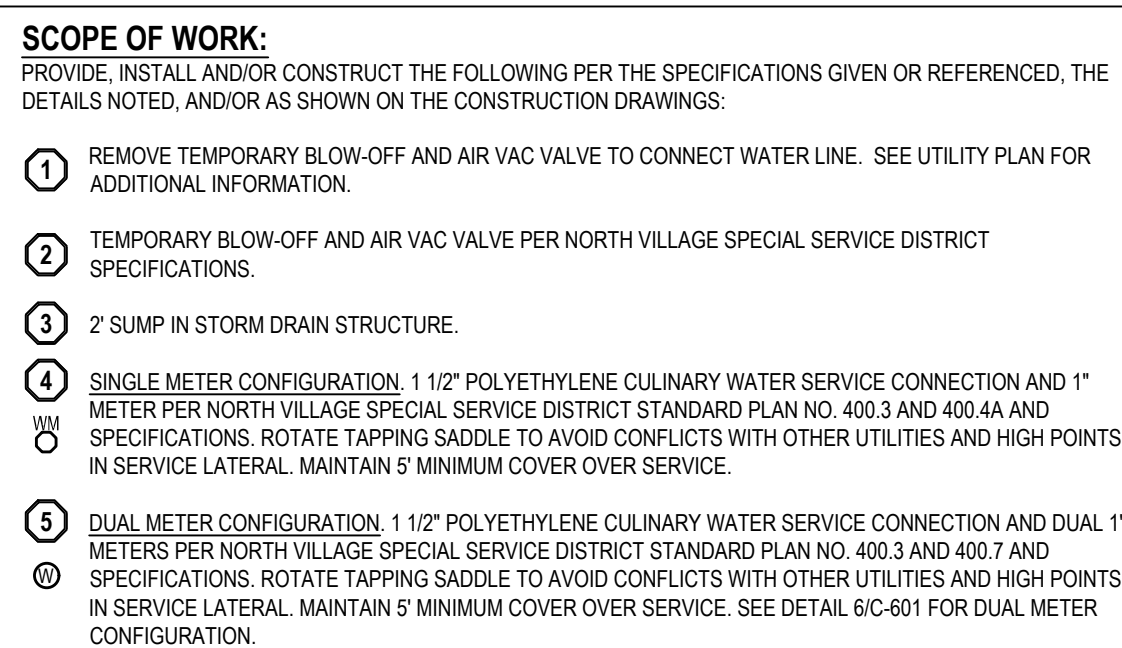
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FOR:

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10421 SOUTH JORDAN GATEWAY BLVD., #200
SOUTH JORDAN, UTAH 84095

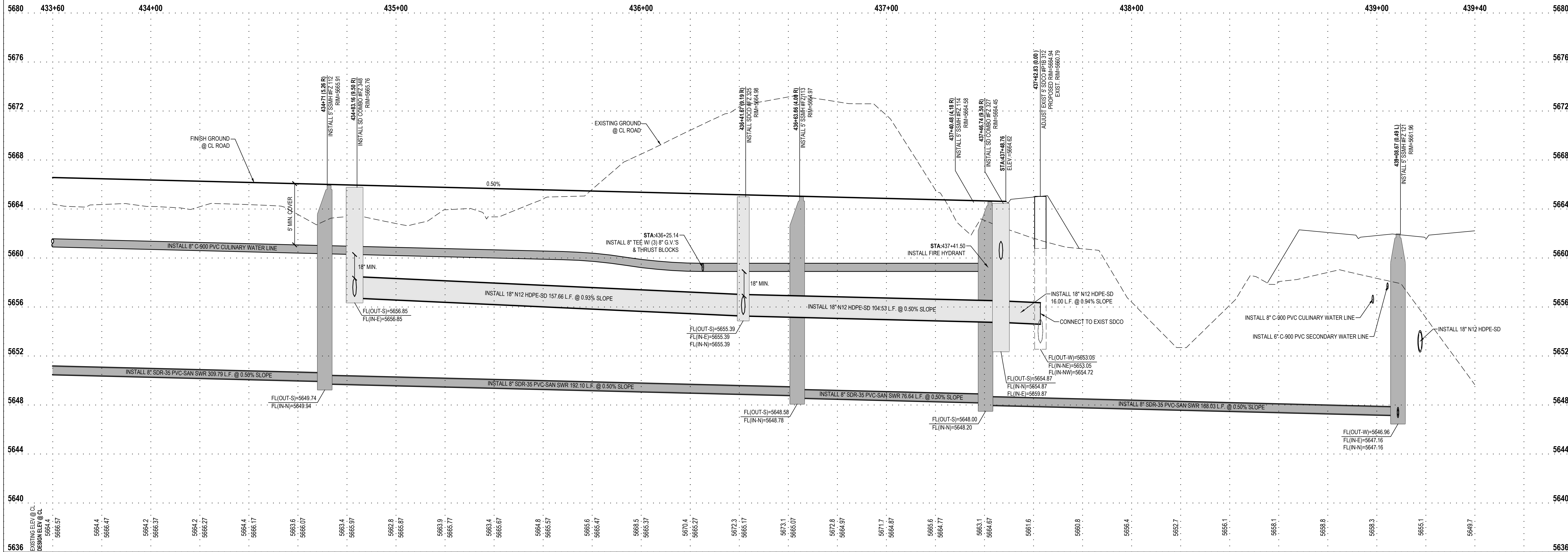
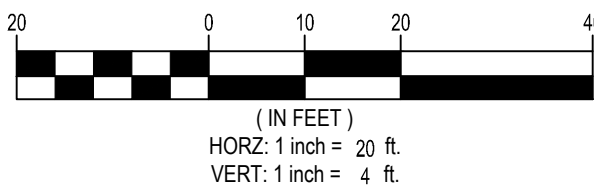
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FITZGERALD PRELIMINARY**

**700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH**

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PLAN AND PROFILE GLACIER LANE

PROJECT NUMBER 10229A	PRINT DATE 2023-12-1
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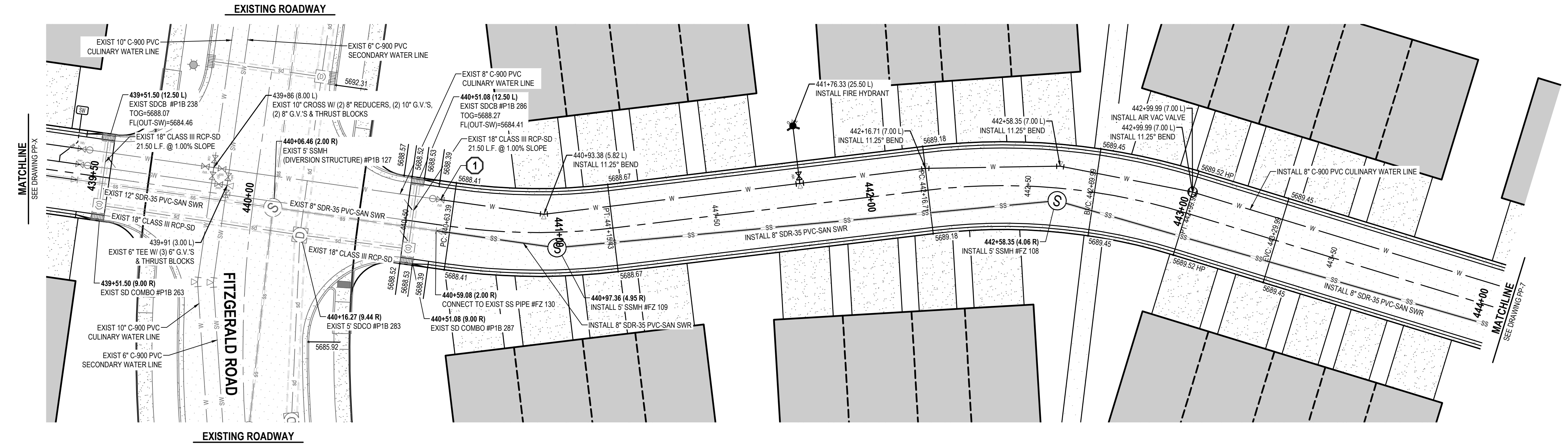
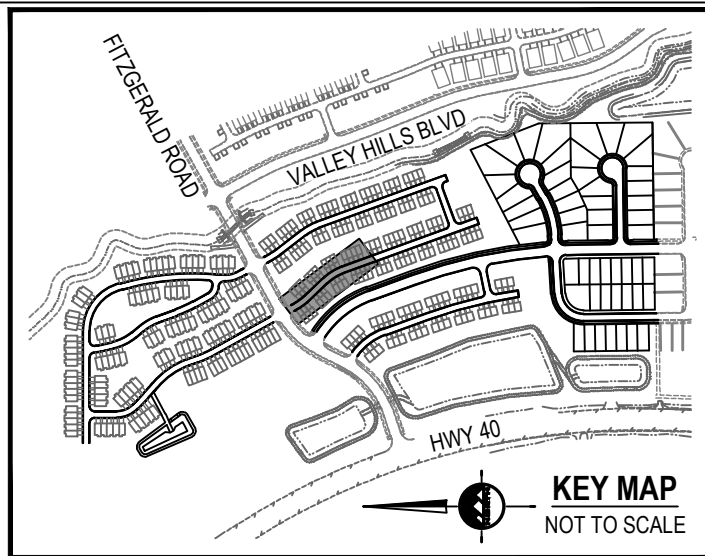
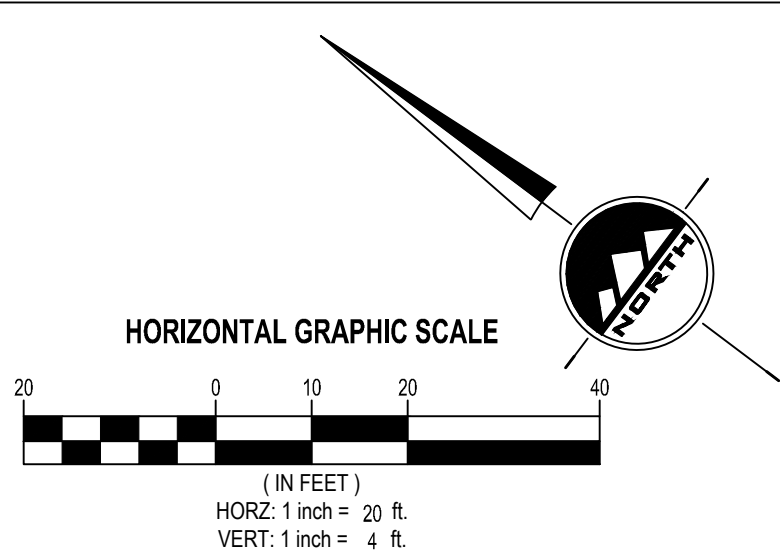
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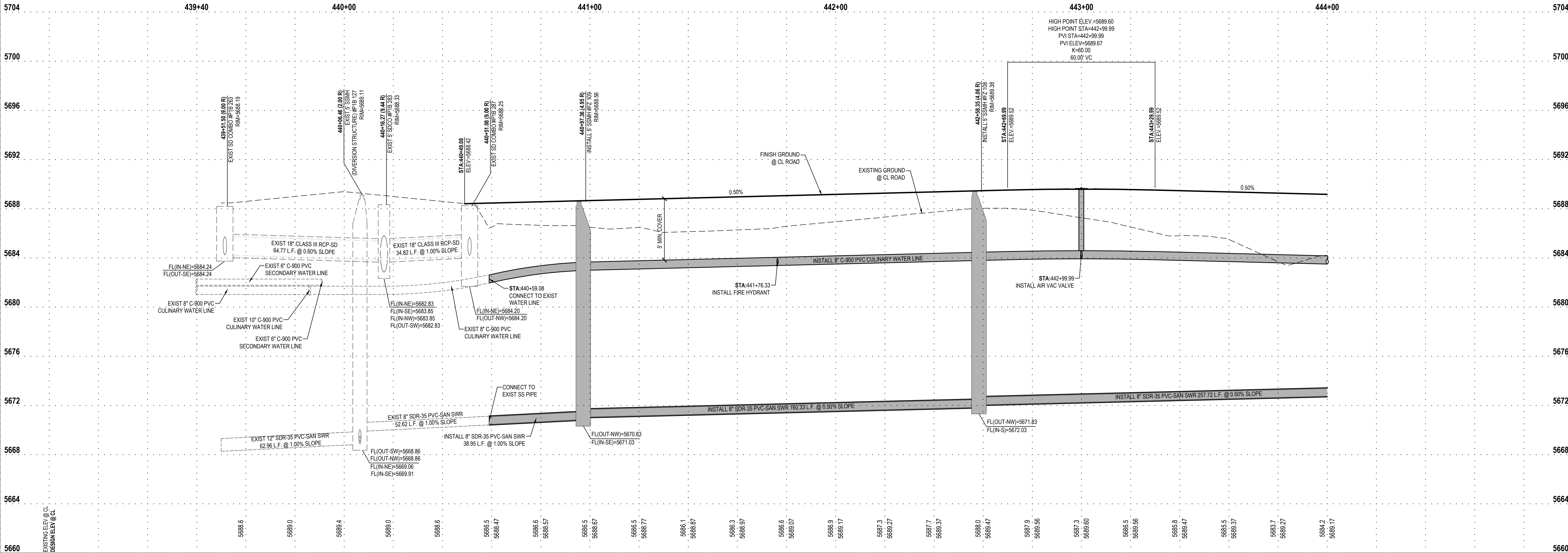
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HENLEY LANE



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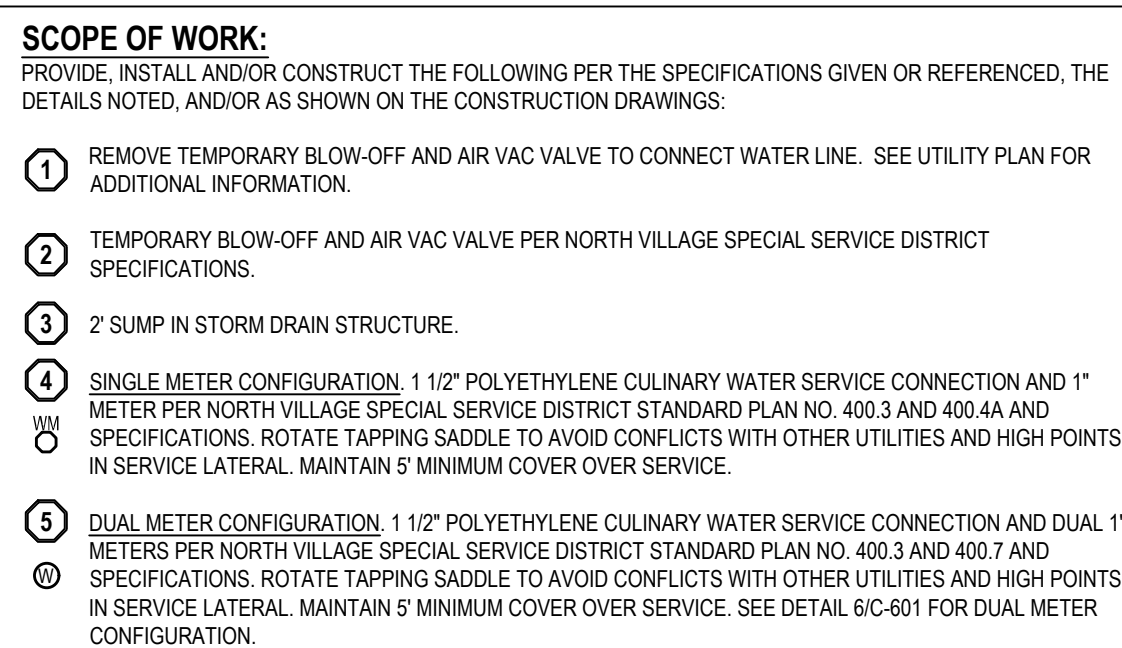
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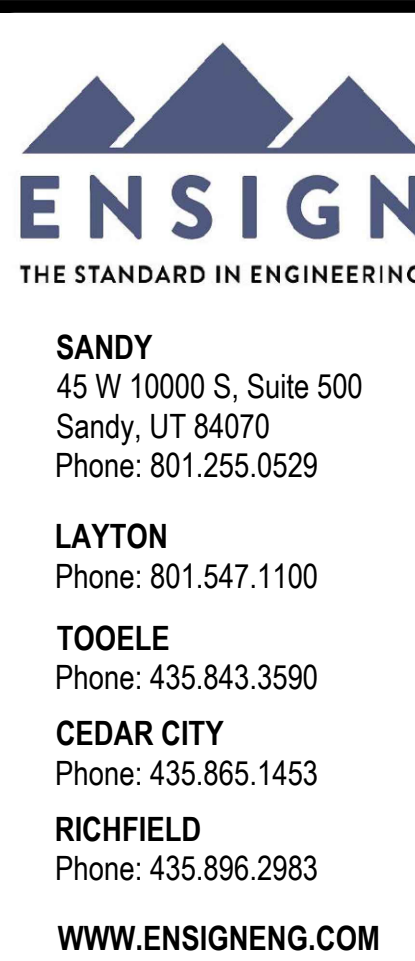
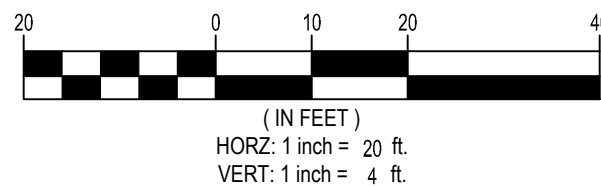
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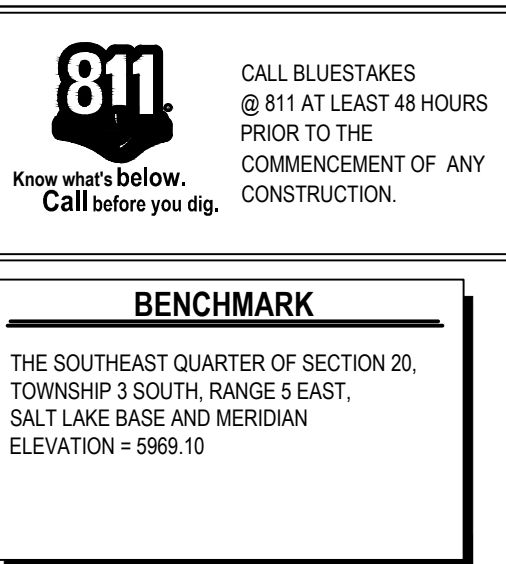


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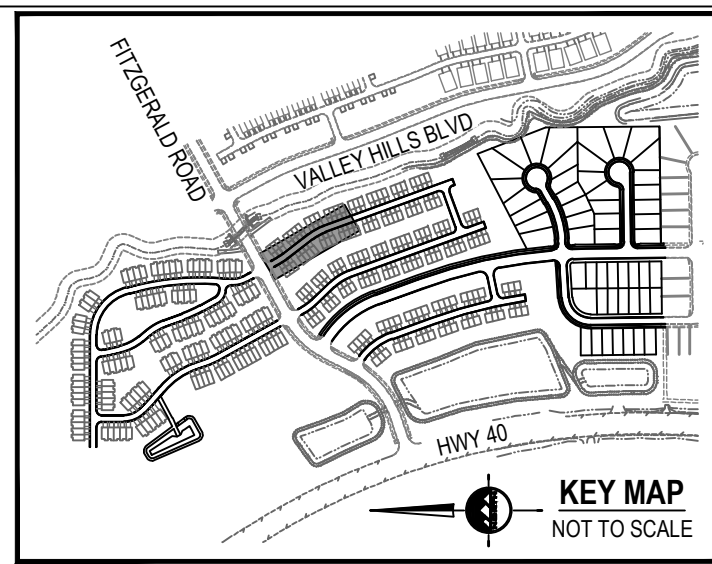
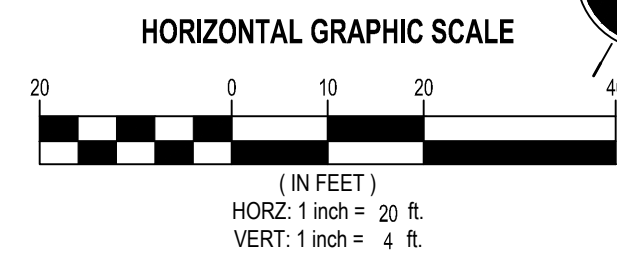
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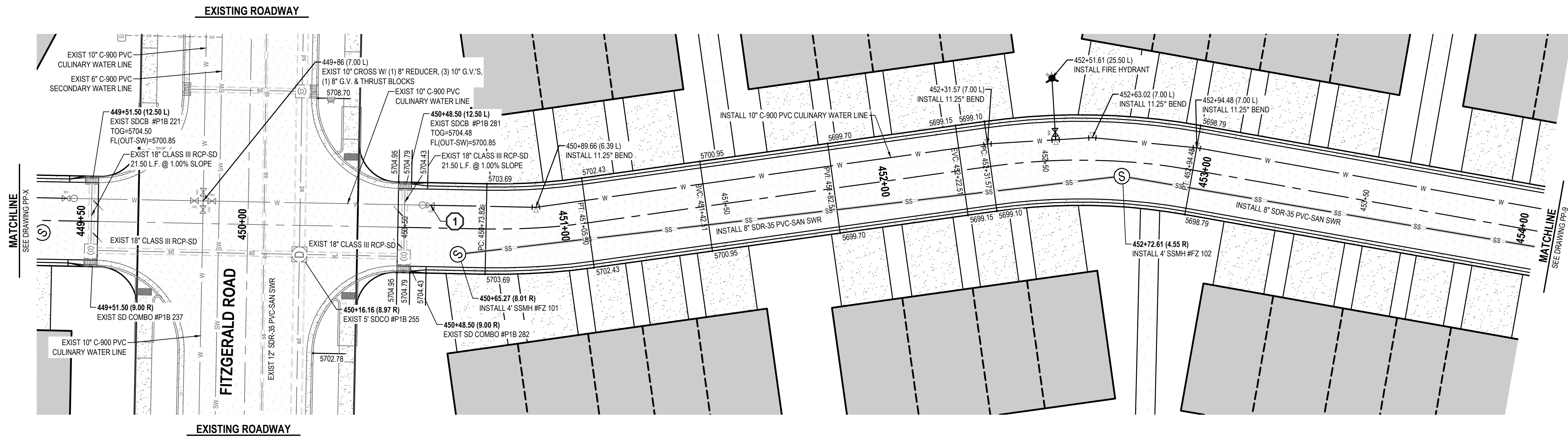
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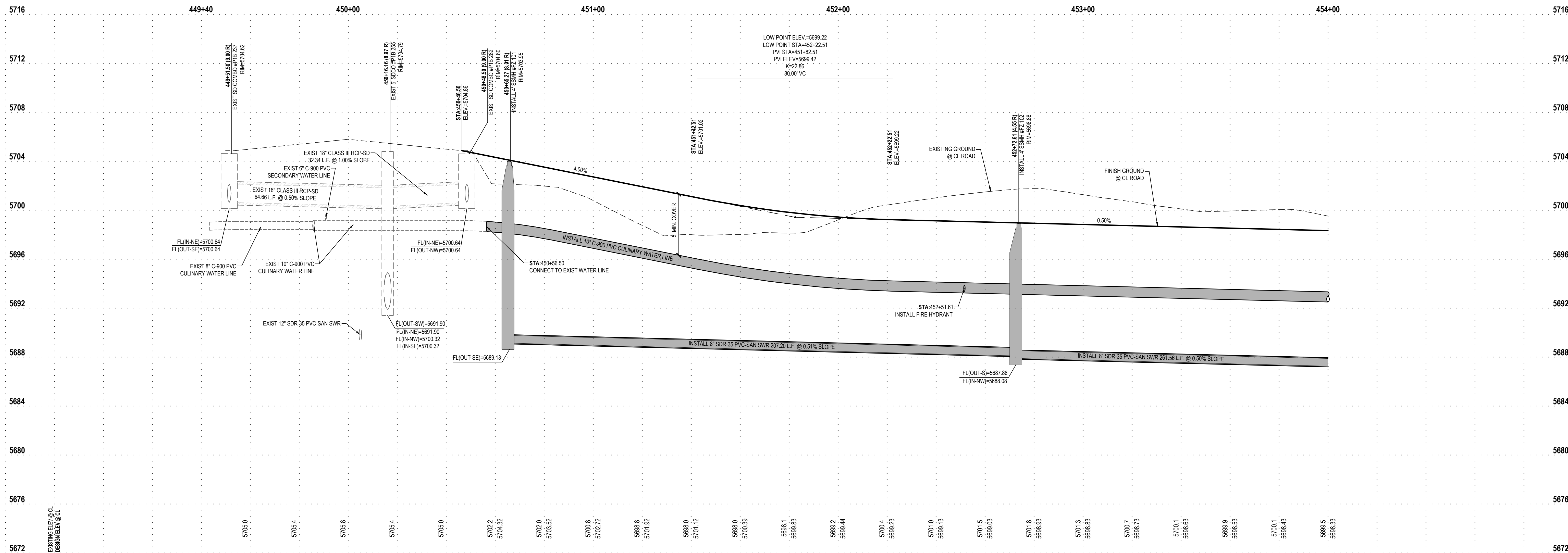
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FOR:
MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARBEE
PHONE: 801.316.3193



RITTER LANE



**JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY**

**700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH**

2023-12-11 FOR REVIEW

PLAN AND PROFILE RITTER LANE

PROJECT NUMBER 10229A	PRINT DATE 2023-12-11
PROJECT MANAGER BAM	DESIGNED BY DAG

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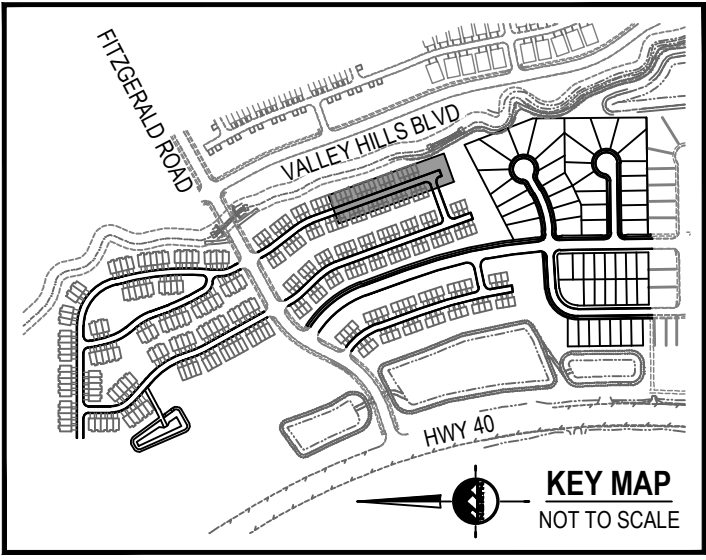
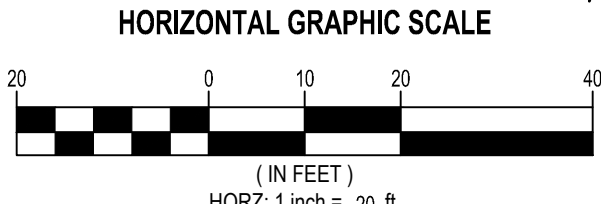
THE SOUTHEAST QUARTER OF SECTION 20,
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ELEVATION = 5969.10

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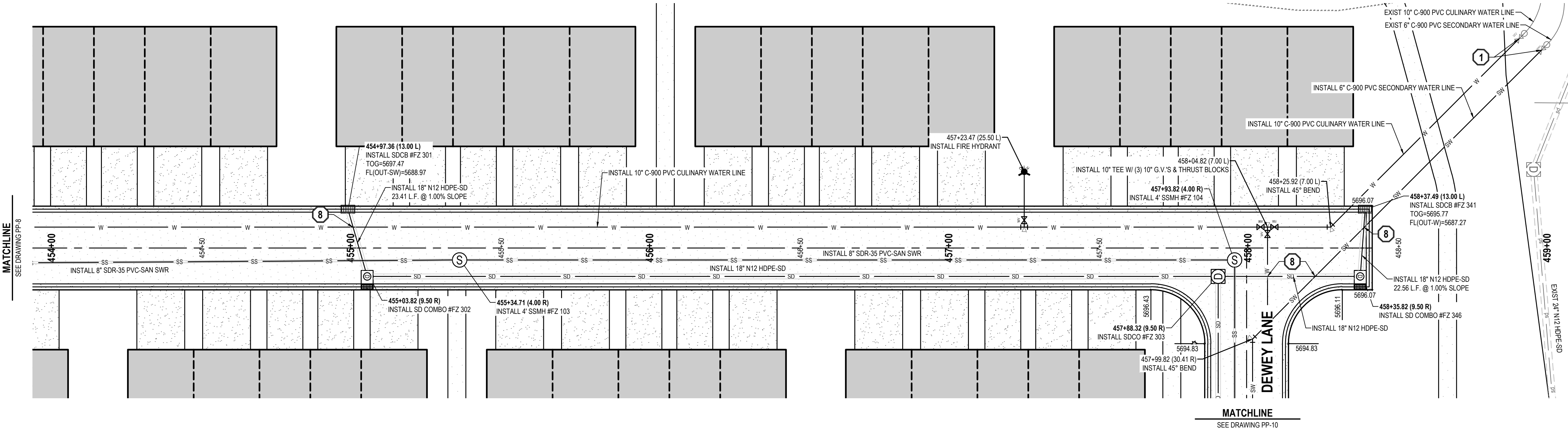
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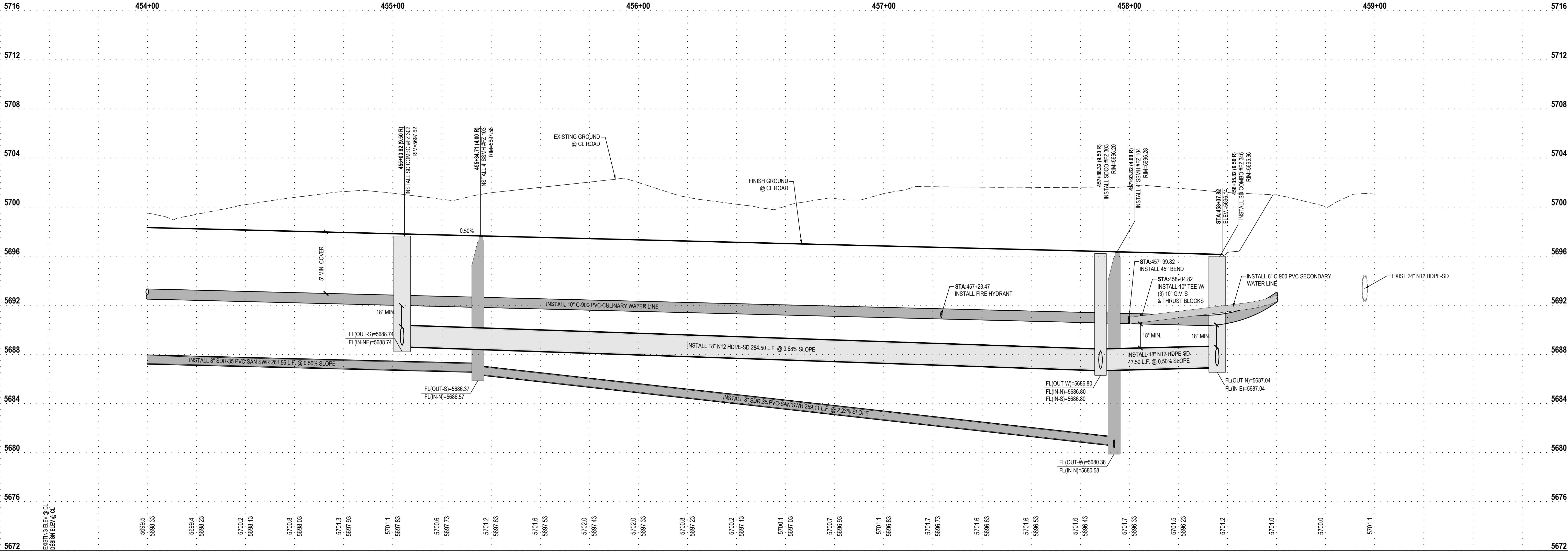
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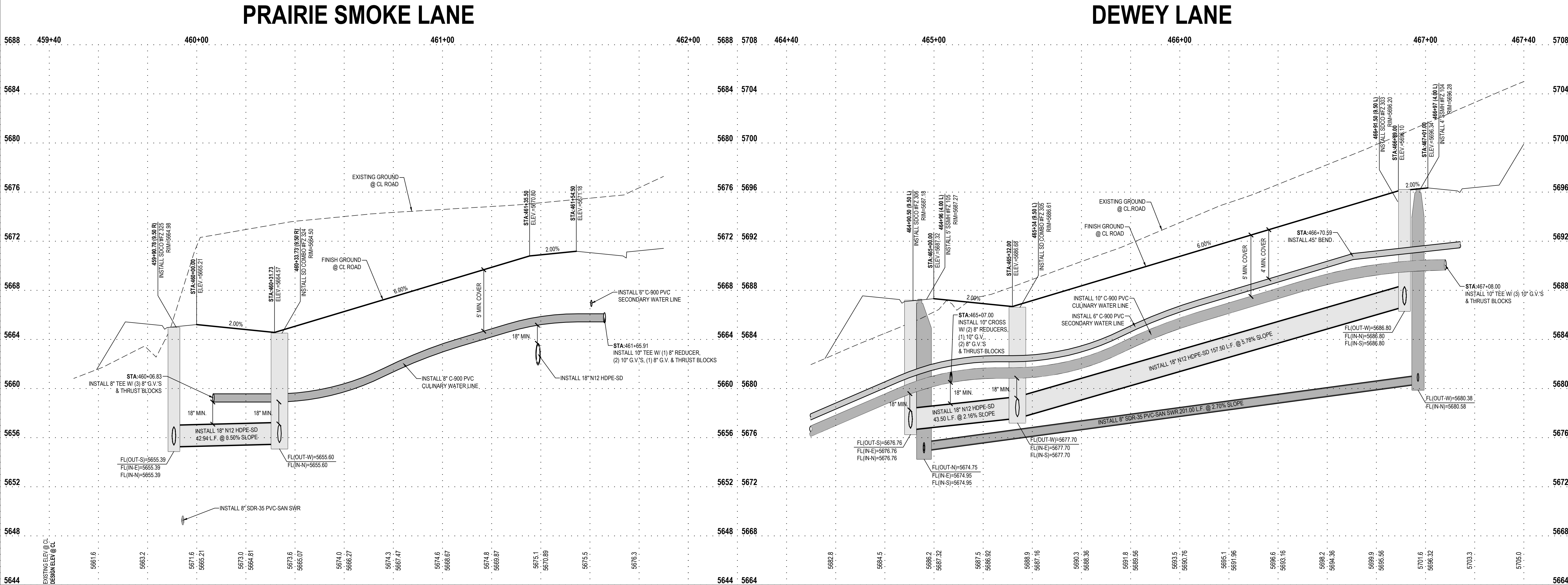
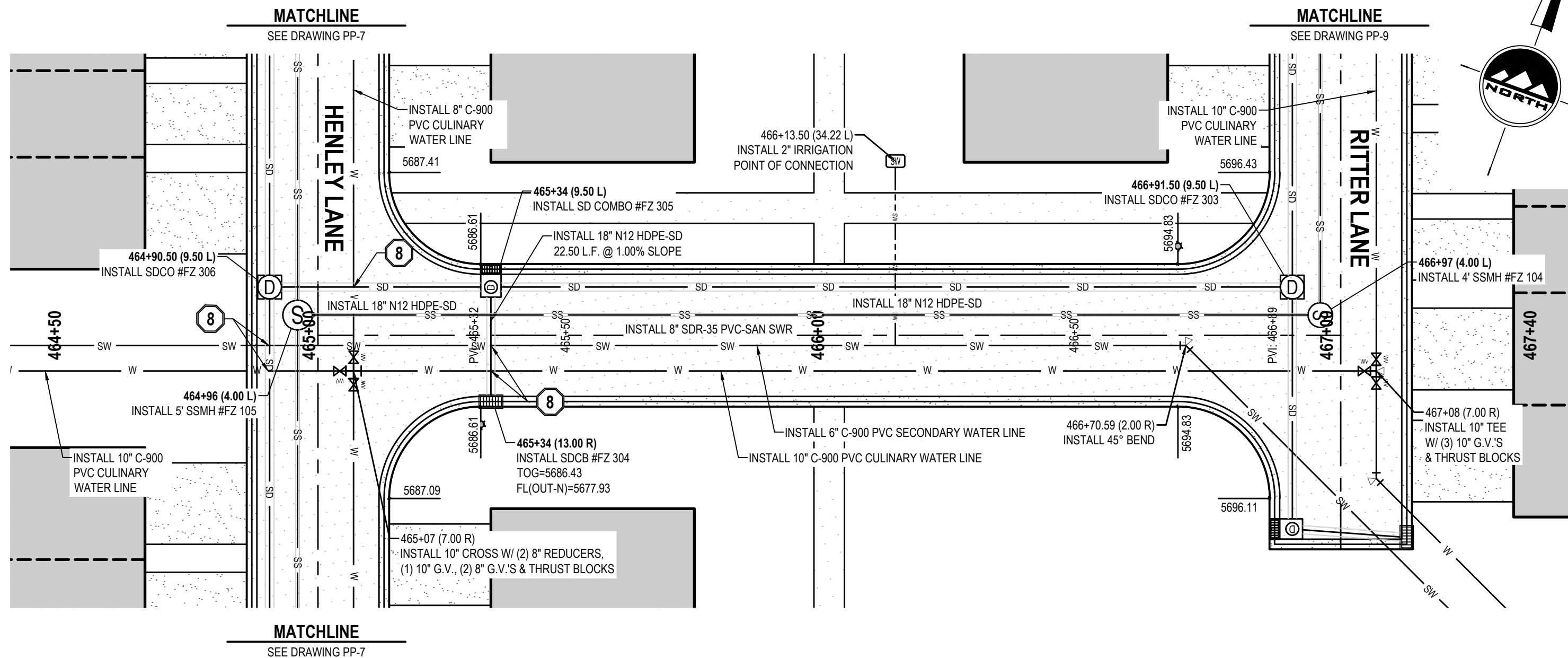
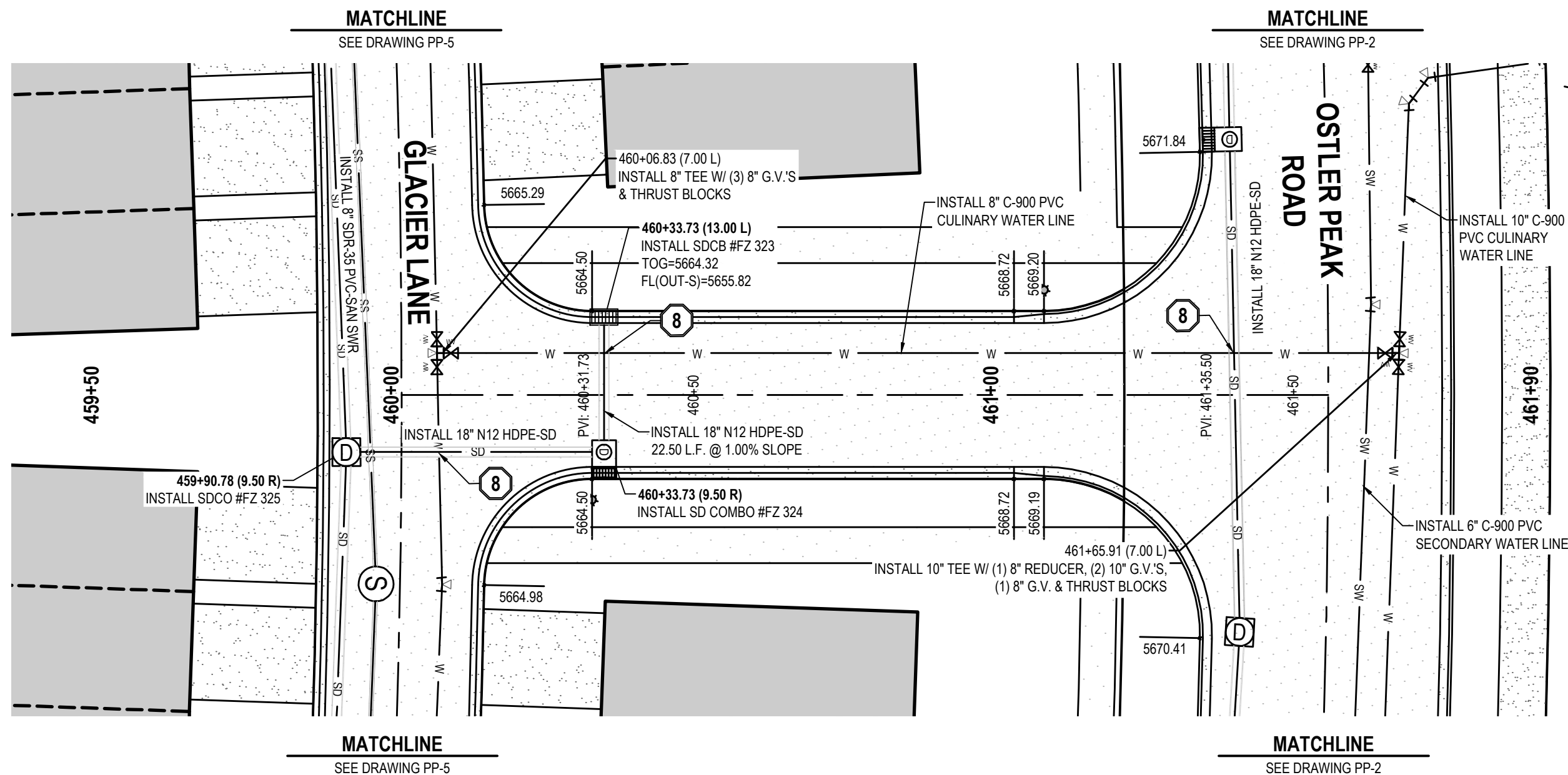
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PLAN AND PROFILE
PRAIRIE SMOKE LANE /
DEWEY LANE

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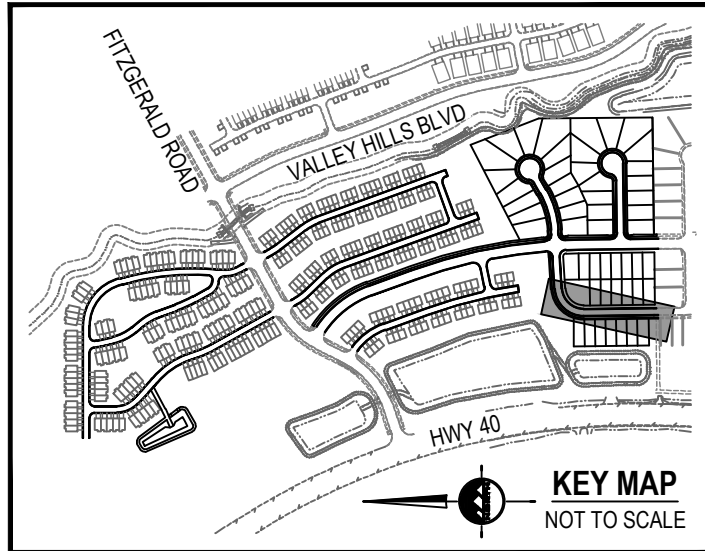
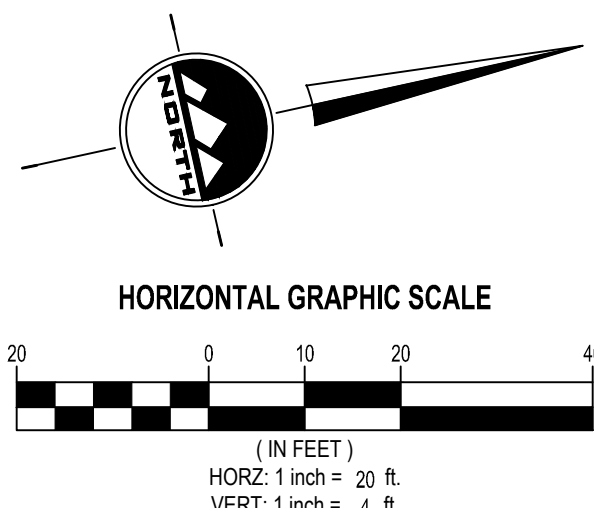
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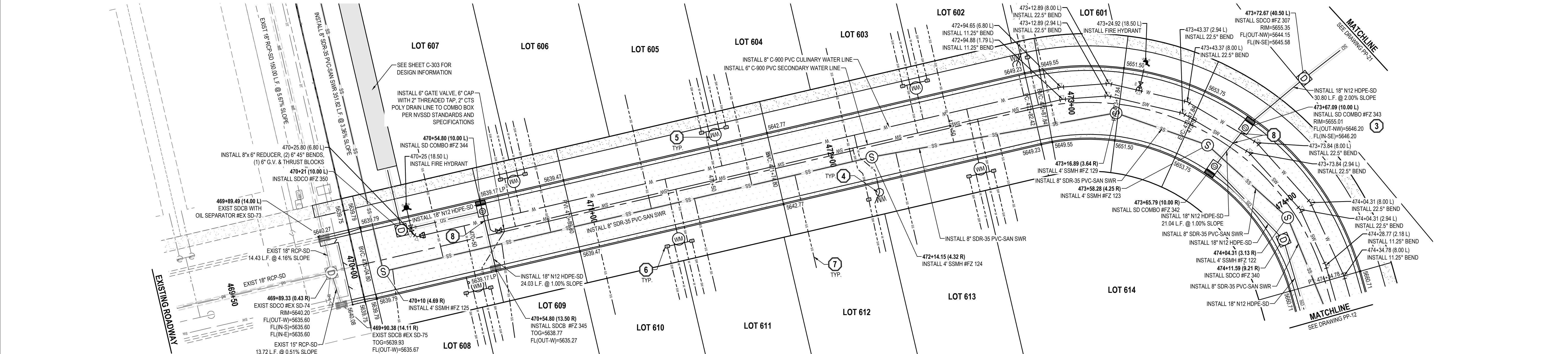
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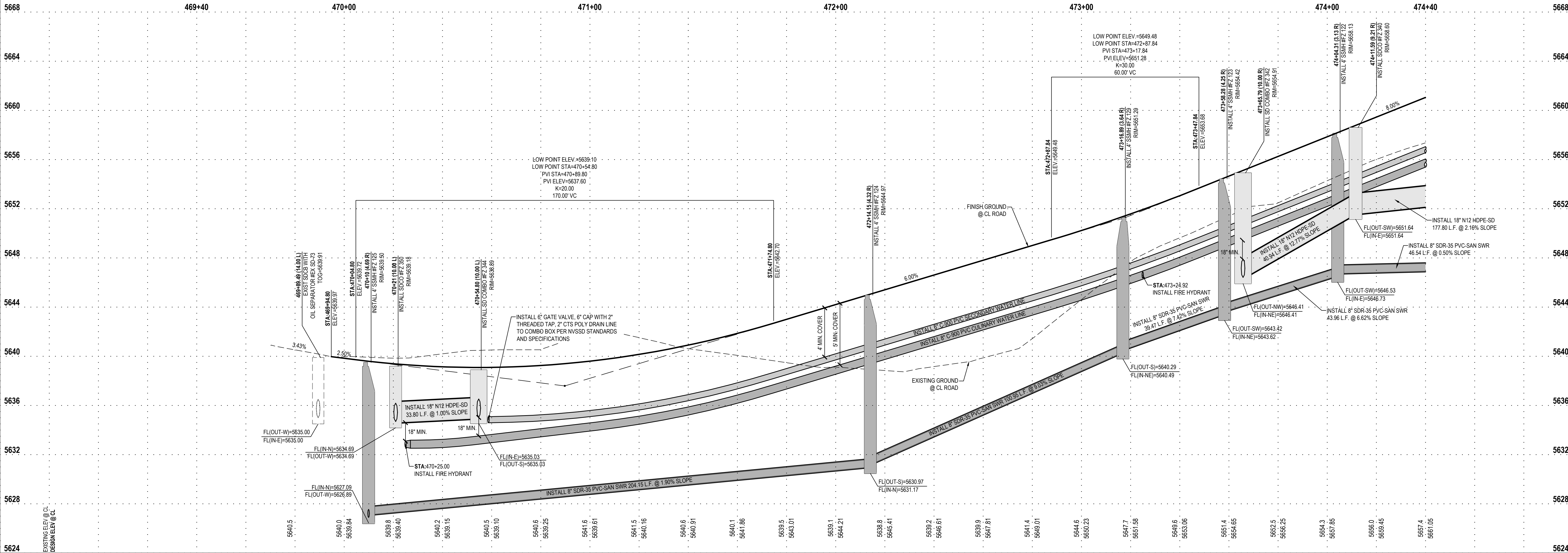
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SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
PHONE: 801.316.3193



HIGH UINTAS LANE



JORDANELLE RIDGE VILLAGE 2 FITZGERALD PRELIMINARY 700 COYOTE CANYON PARKWAY HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE
HIGH UINTAS LANE

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PROJECT MANAGER
BAM

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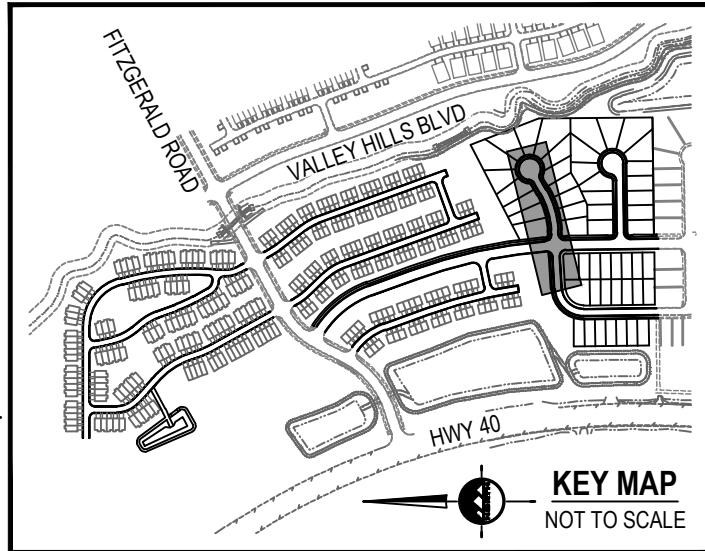
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HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ: 1 inch = 20 ft.
VERT: 1 inch = 4 ft.



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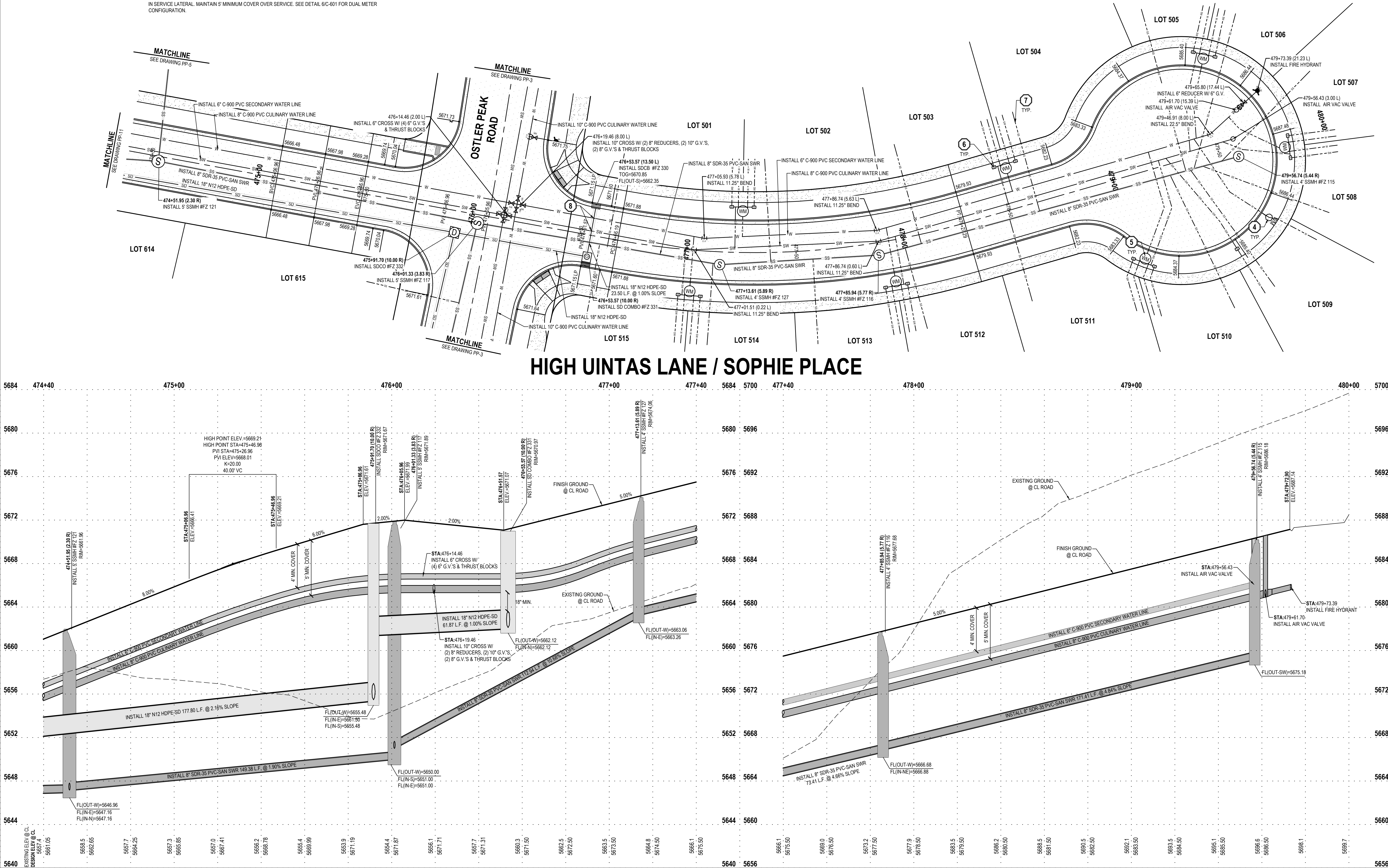
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PLAN AND PROFILE
HIGH UINTAS LANE /
SOPHIE PLACE

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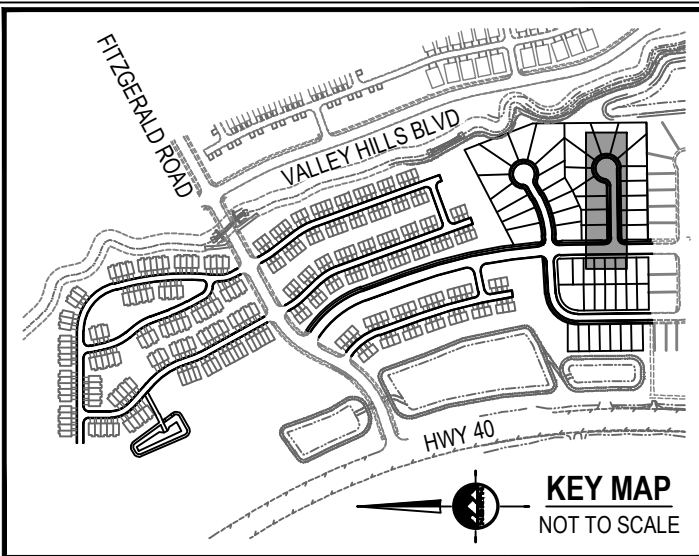
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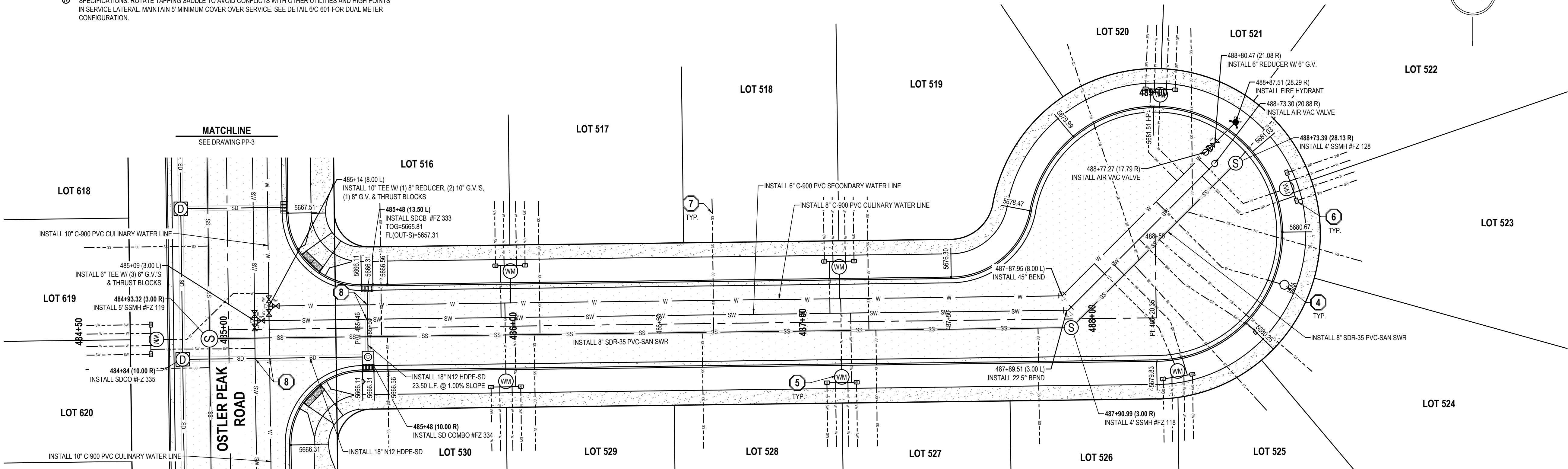
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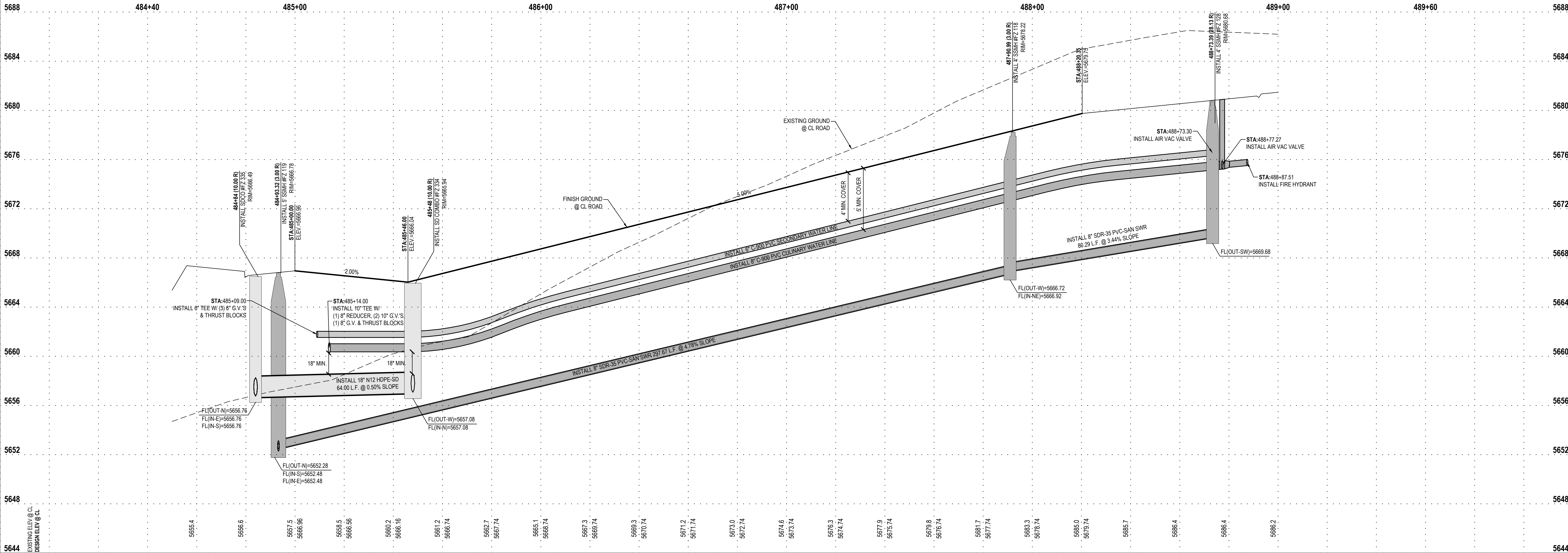
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KEY MAP
NOT TO SCALE



SADIE COURT



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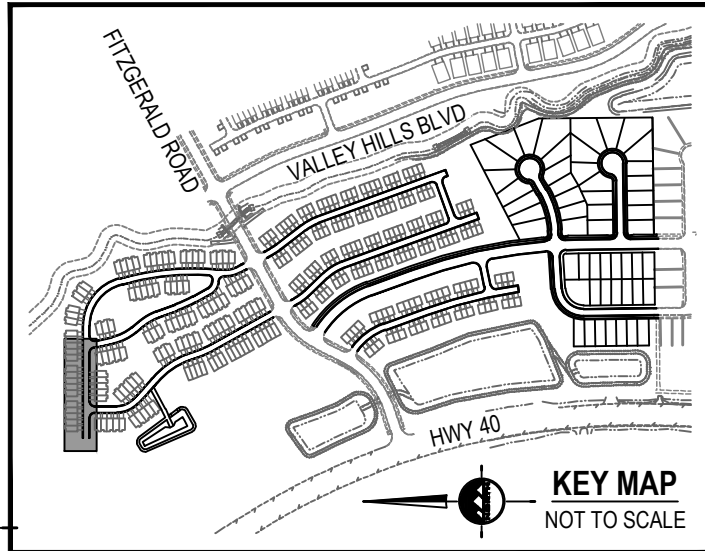
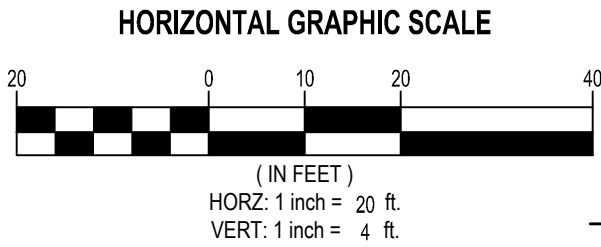
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Phone: 801.547.1100

TOOELE

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CEDAR CITY

Phone: 435.865.1453

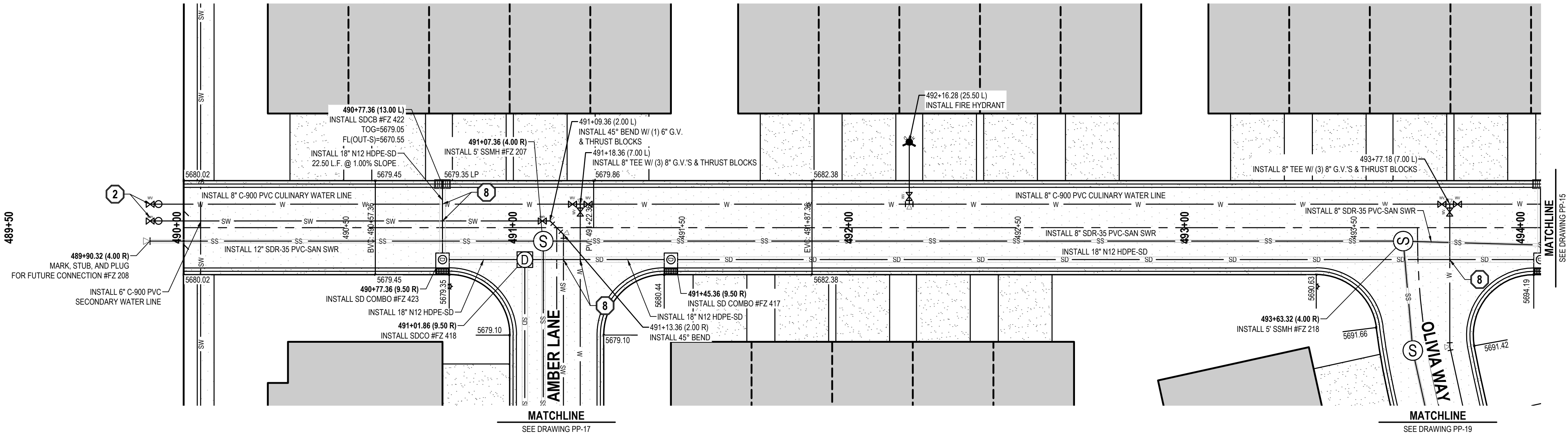
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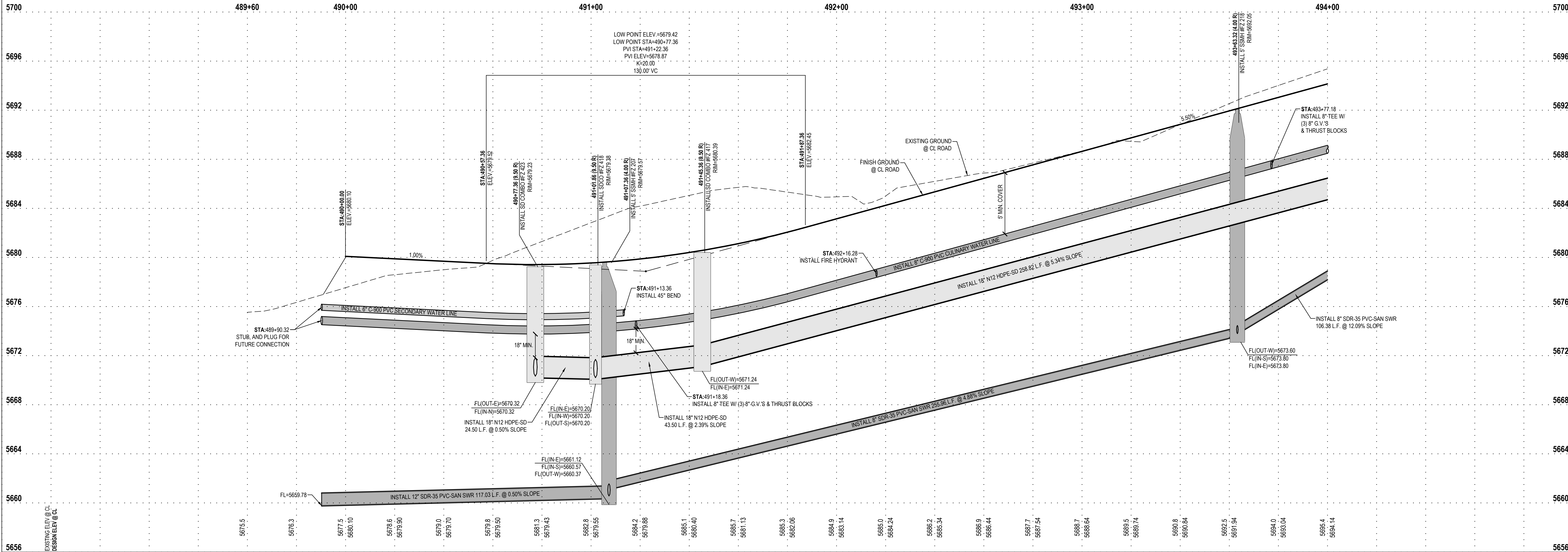
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FOR:
MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
PHONE: 801.316.3193



CIARRA WAY



JORDANELLE RIDGE VILLAGE 2 FITZGERALD PRELIMINARY 700 COYOTE CANYON PARKWAY HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE
CIARRA WAY

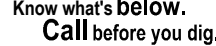
PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

DESIGNED BY
DAG

PP-14



CONSTRUCTION.

BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- ① REMOVE TEMPORARY BLOW-OFF AND AIR VALV VALVE TO CONNECT WATER LINE. SEE UTILITY PLAN FOR ADDITIONAL INFORMATION.
- ② TEMPORARY BLOW-OFF AND AIR VALV VALVE PER NORTH VILLAGE SPECIAL SERVICE DISTRICT SPECIFICATIONS.
- ③ Z SUMP IN STORM DRAIN STRUCTURE.
- ④ SINGLE METER CONFIGURATION: 1 1/2" POLYETHYLENE CULINARY WATER SERVICE CONNECTION AND 1" METER PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 400.3 AND 400.4A AND SPECIFICATIONS. ROTATE TAPPING SADDLE TO AVOID CONFLICTS WITH OTHER UTILITIES AND HIGH POINT IN SERVICE LATERAL. MAINTAIN 5" MINIMUM COVER OVER SERVICE.
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- ⑥ SINGLE OR DOUBLE (AS SHOWN) 1" SECONDARY WATER SERVICE CONNECTION PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 500.2 OR 500.3. SEE DETAIL 6-G/601 FOR DUAL METER CONFIGURATION.
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HEBER CITY ENGINEER'S APPROVAL

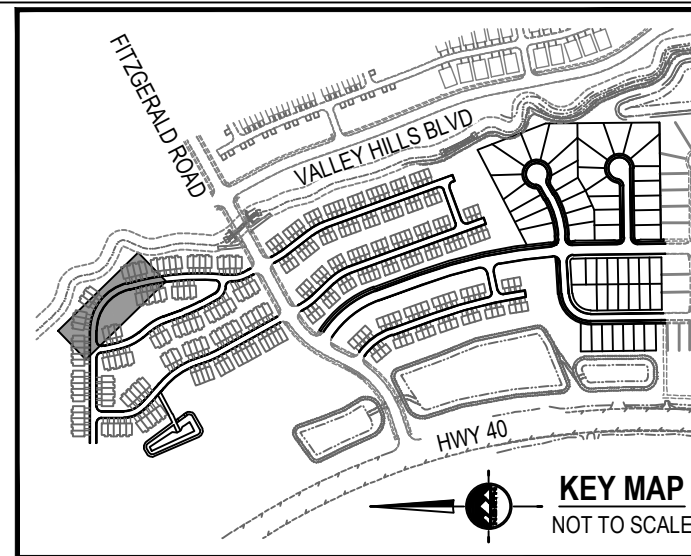
HEBER CITY ENGINEER

DATE _____



HORZ: 1 inch = 20 ft.

VERT: 1 inch = 4 ft.



KEY MAP

NOT TO SCALE



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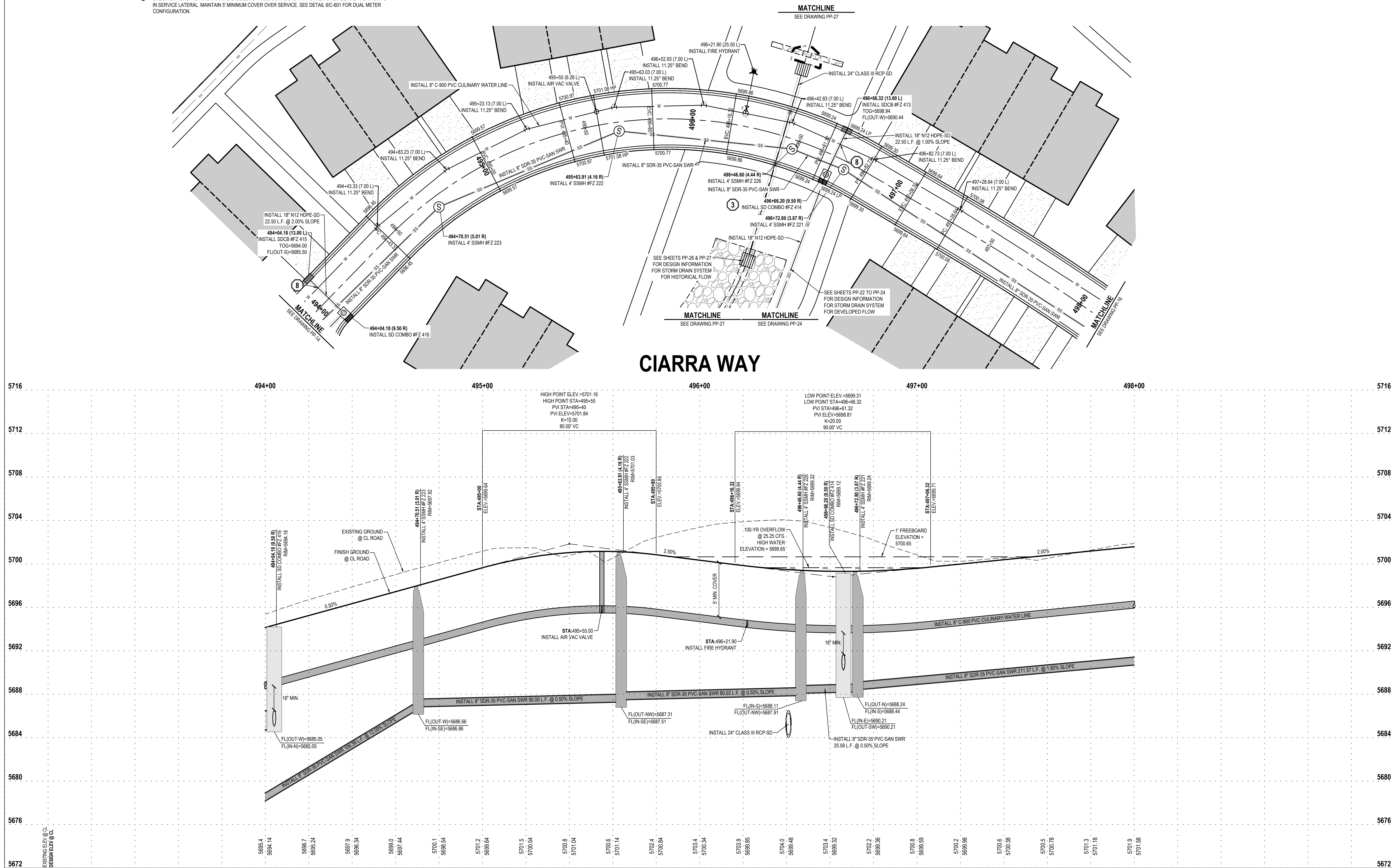
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CONTACT:
DAVE BARBEE
PHONE: 801.316.3193



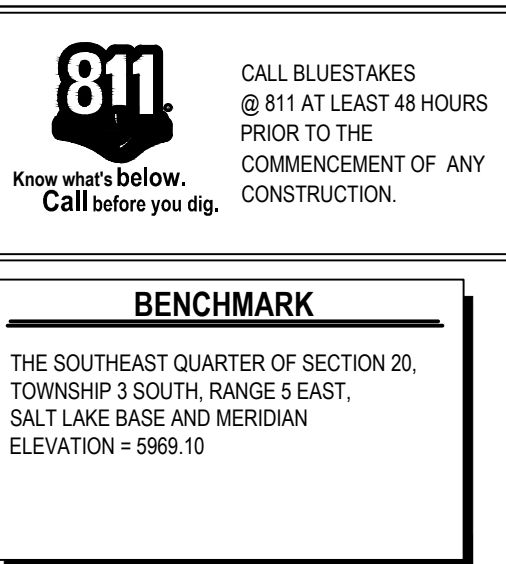
JORDANELLE RIDGE VILLAGE 2
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700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE CIARRA WAY

PROJECT NUMBER 10229A	PRINT DATE 2023-12-11
PROJECT MANAGER BAM	DESIGNED BY DAG

PP-15



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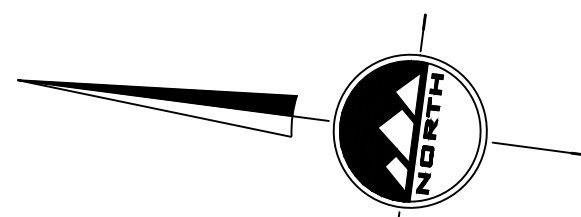
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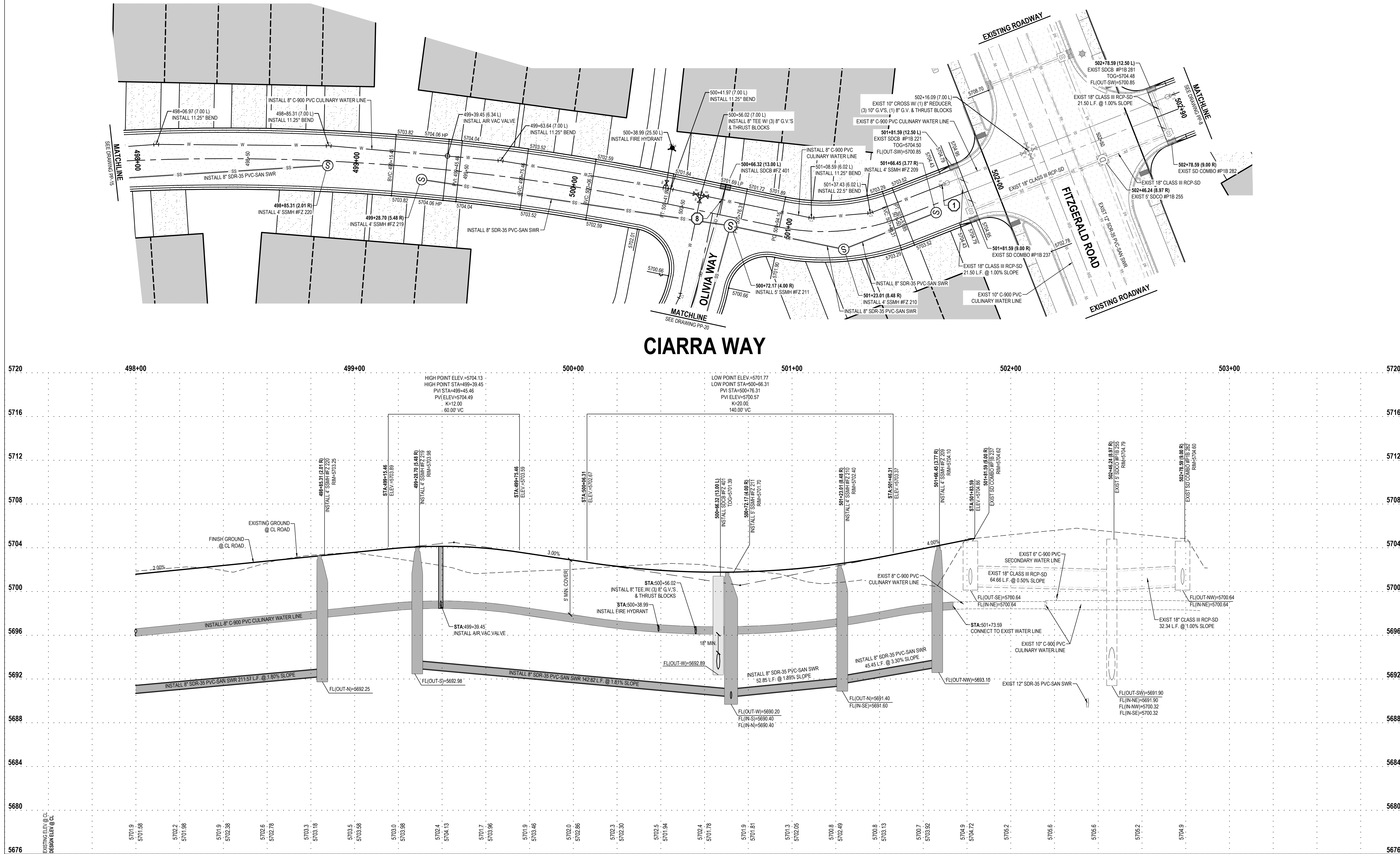
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2023-12-11 FOR REVIEW

PLAN AND PROFILE

CIARRA WAY

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PROJECT MANAGER	DESIGNED BY
BAM	DAG

PP-16

811

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BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
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- SCOPE OF WORK:
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- 2
- TEMPORARY BLOW-OFF AND AIR VAC VALVE PER NORTH VILLAGE SPECIAL SERVICE DISTRICT
-
- SPECIFICATIONS.

3

4

5

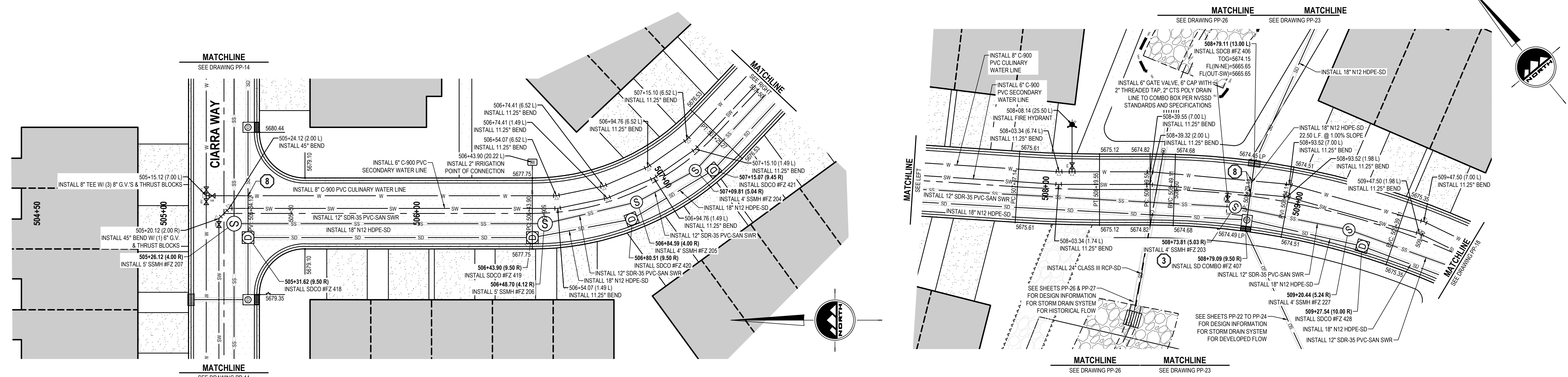
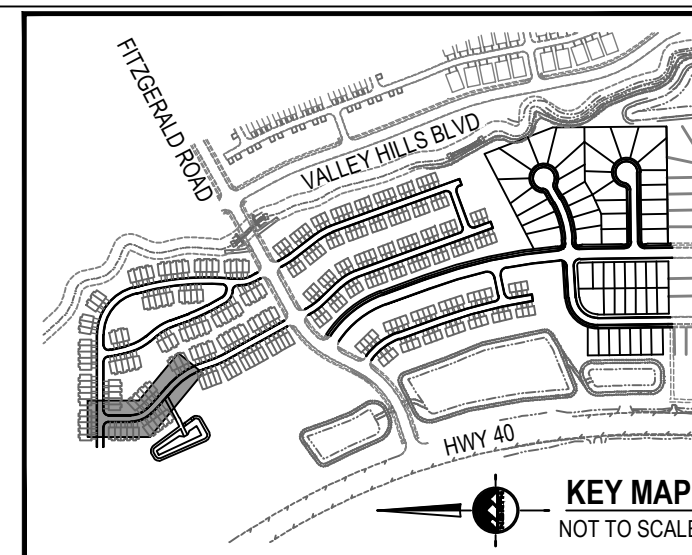
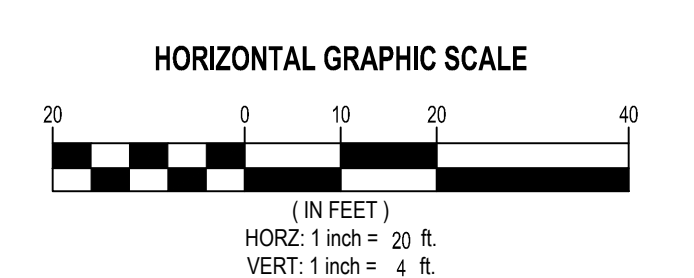
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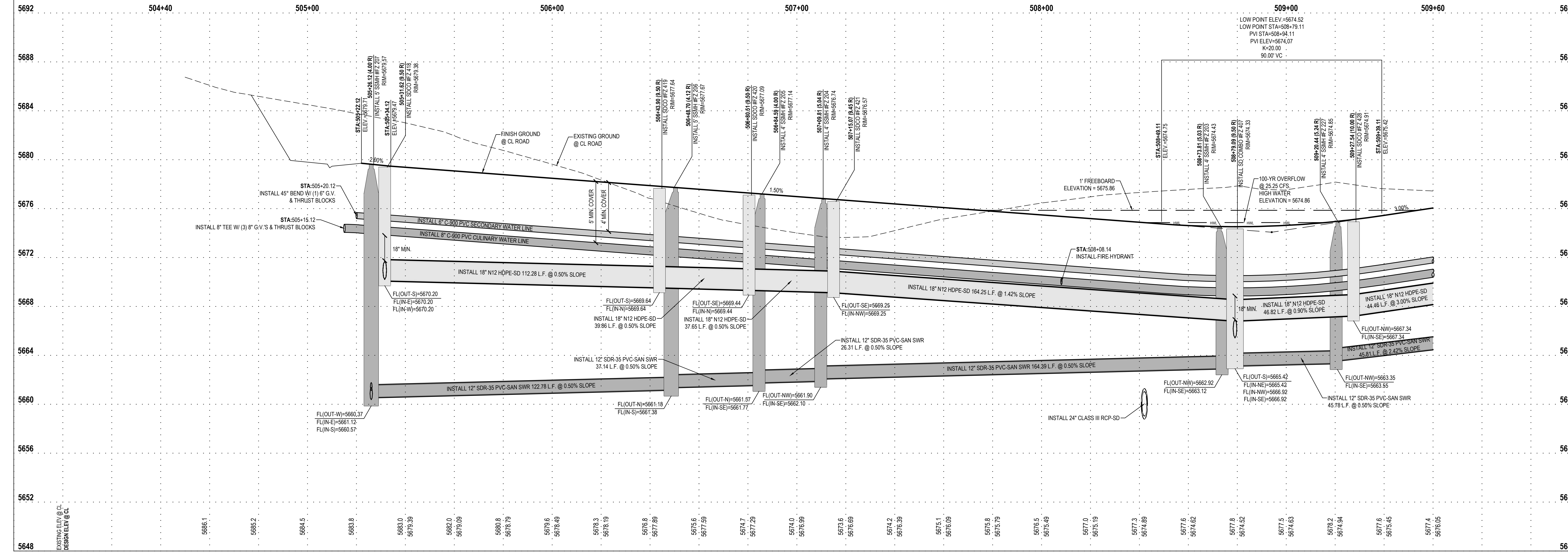
8

HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEERDATE



AMBER LANE



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JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE

AMBER LANE

PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

DESIGNED BY
DAG

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Page 306 of 428

811

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BENCHMARK

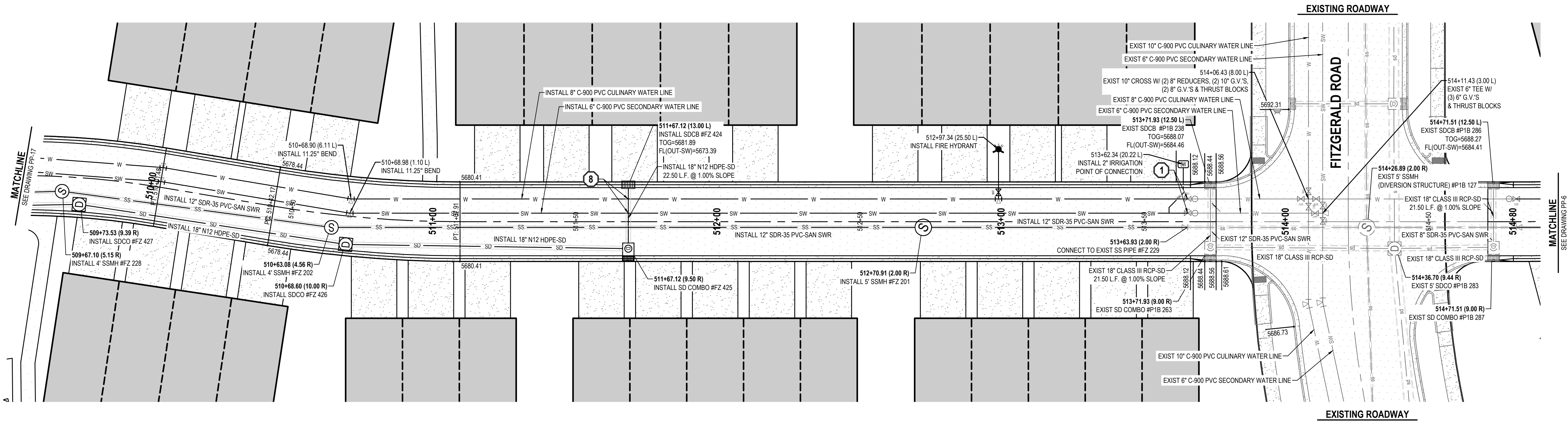
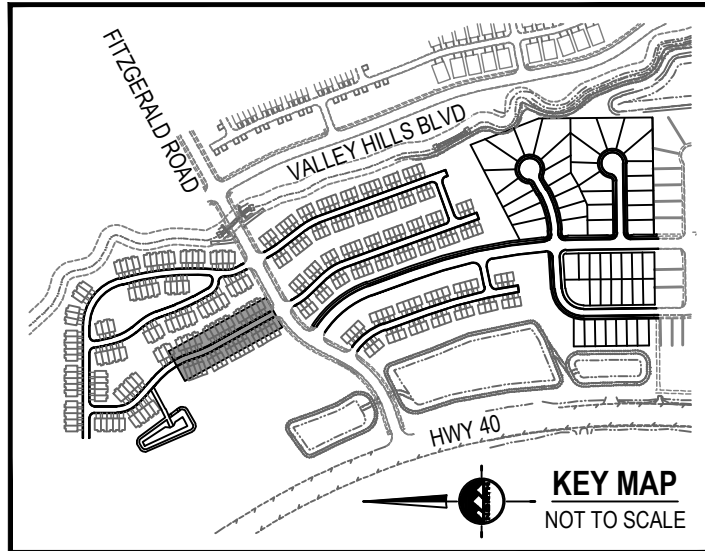
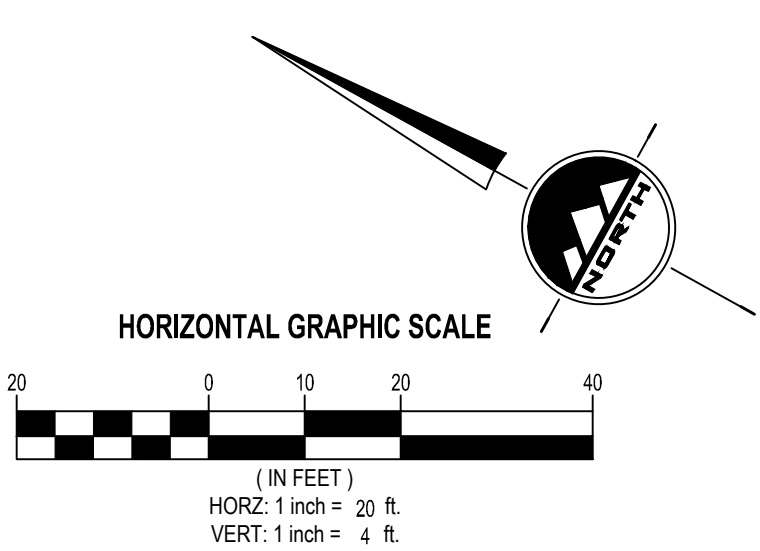
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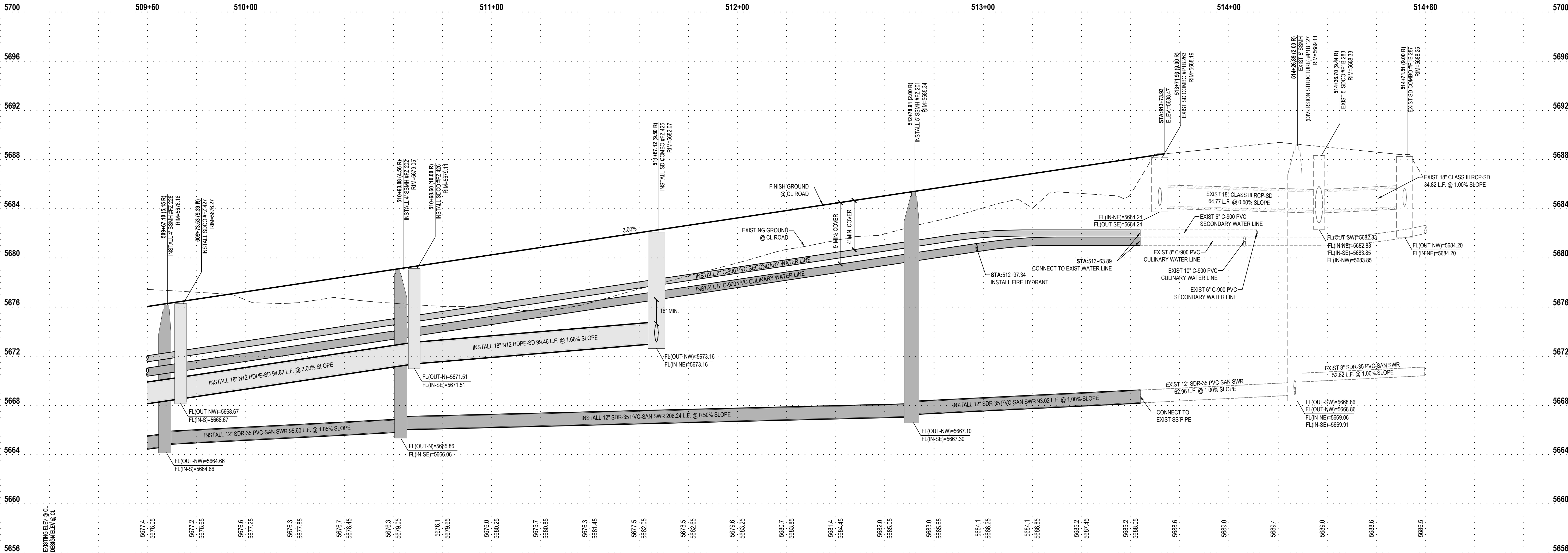
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HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER _____ DATE _____



AMBER LANE



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FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE
AMBER LANE

PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

DESIGNED BY
DAG

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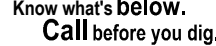
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FOR:
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10421 SOUTH JORDAN GATEWAY BLVD., #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
PHONE: 801.316.3193



COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

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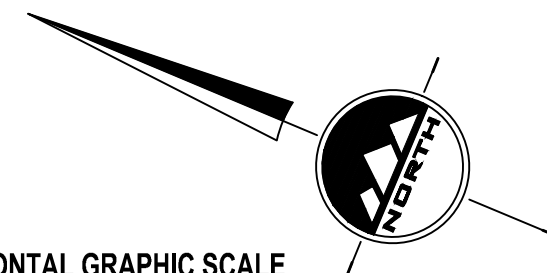
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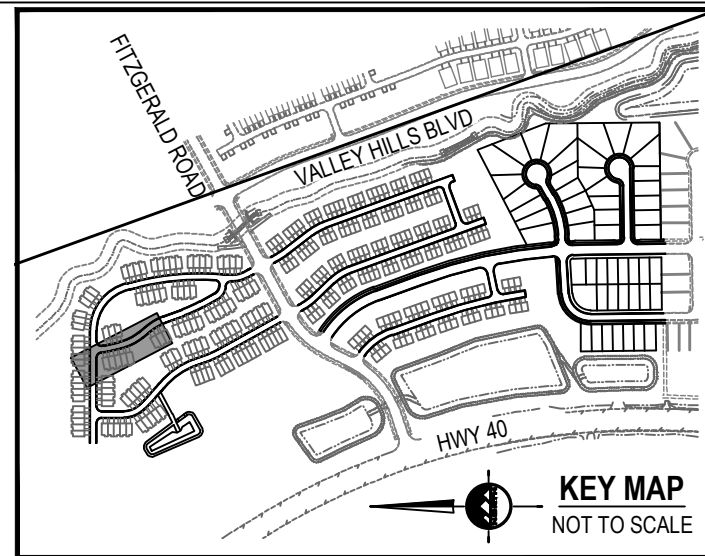


HORIZONTAL GRAPHIC SCALE

0 10

HORZ: 1 inch = 20 ft

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KEY MAP

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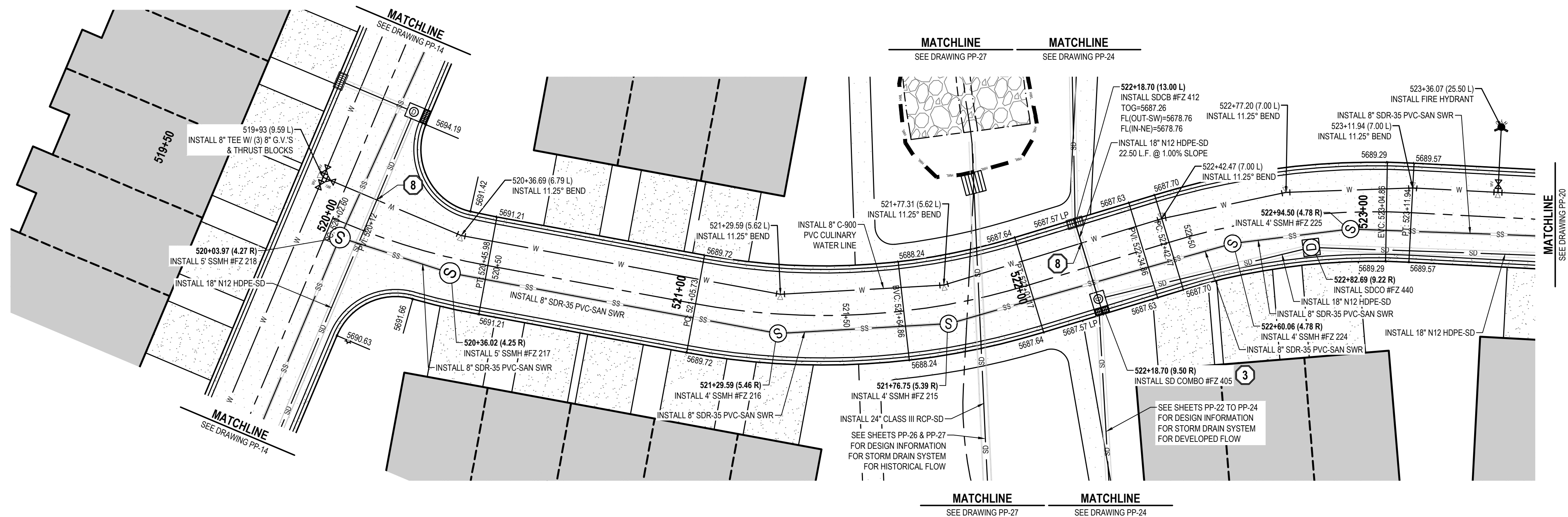
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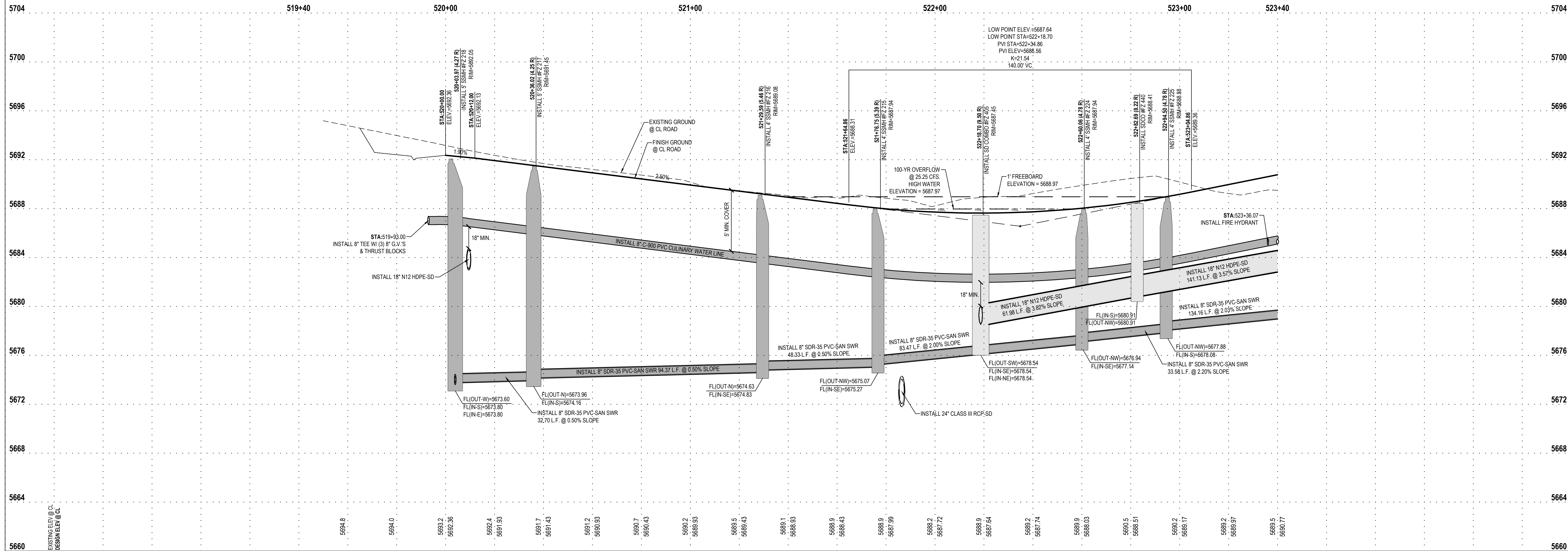
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CONTACT:
DAVE BARBEE
PHONE: 801.316.3193



OLIVIA WAY



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700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE

OLIVIA WAY

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10229A	2023-12-11
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BAM	DAG

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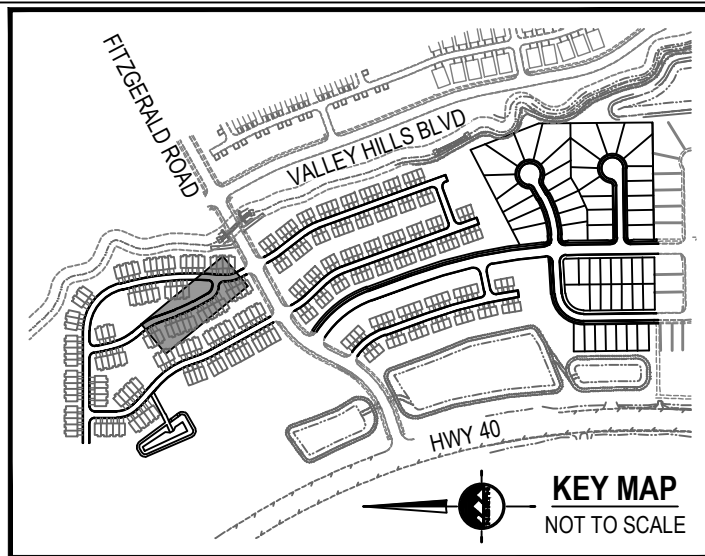
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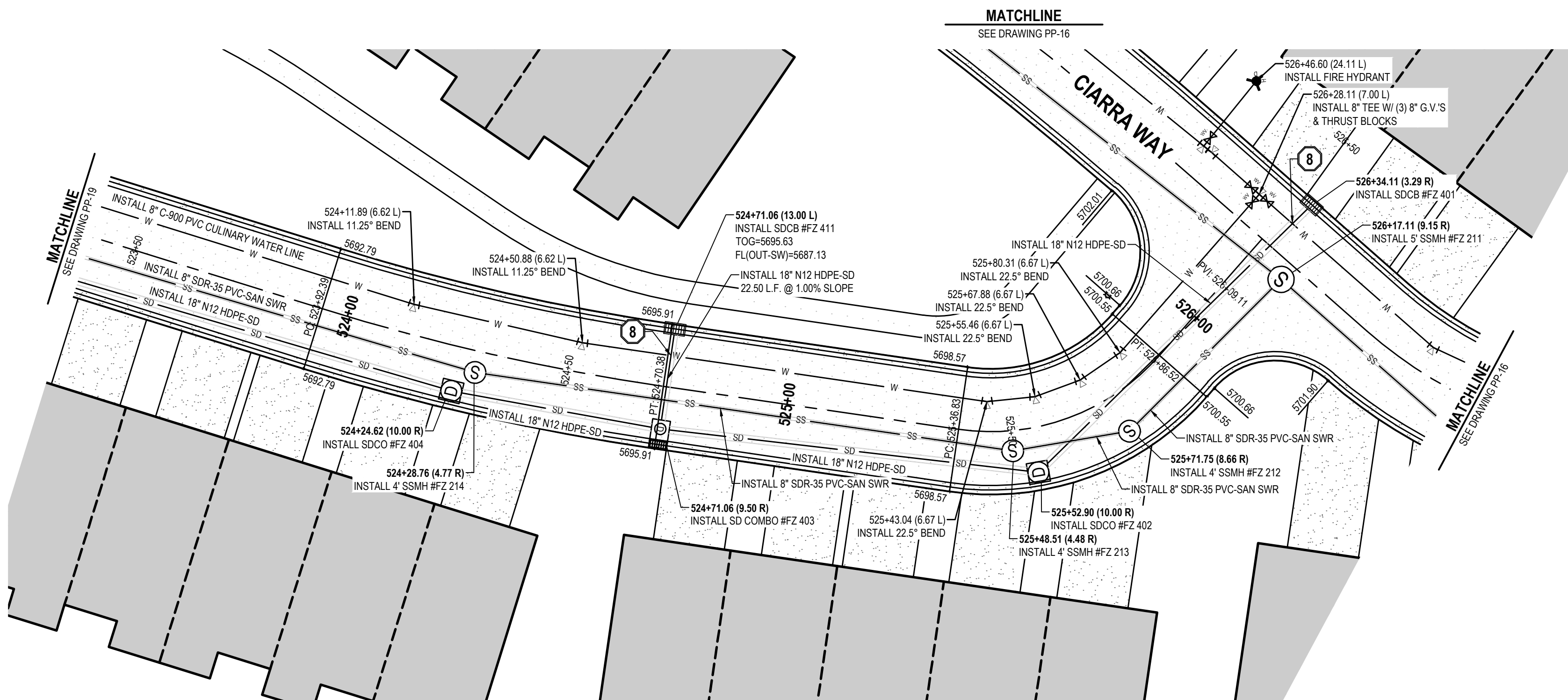
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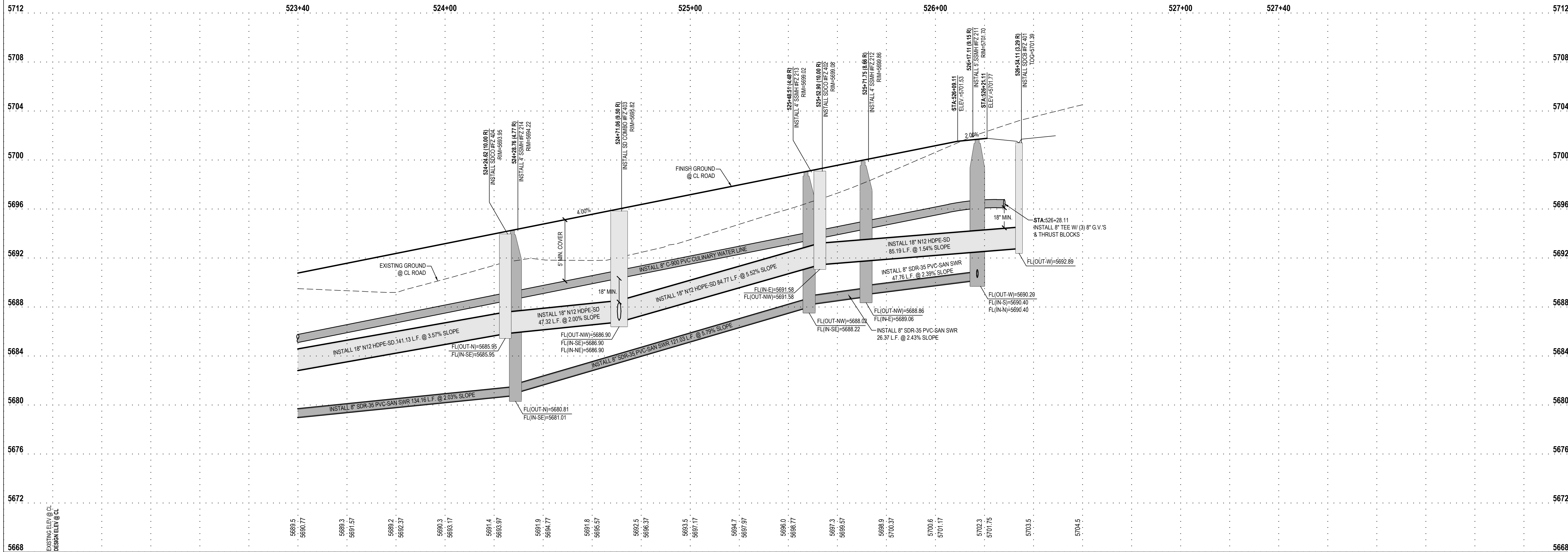
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PHONE: 801.316.3193



OLIVIA WAY



**JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY**

**700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH**

2023-12-11 FOR REVIEW

PLAN AND PROFILE

OLIVIA WAY

PROJECT NUMBER 10229A	PRINT DATE 2023-12-11
PROJECT MANAGER BAM	DESIGNED BY DAG

PP-20

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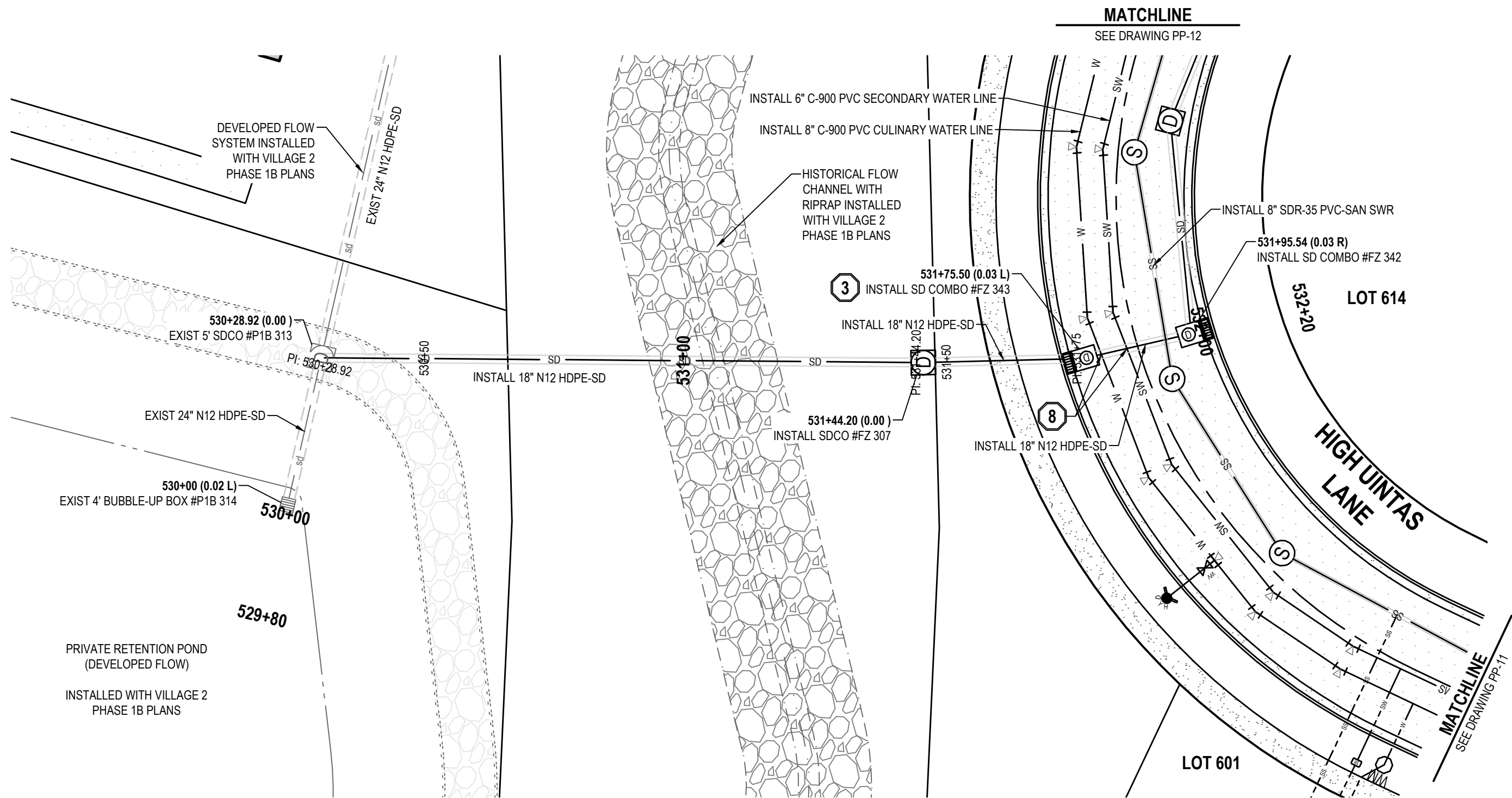
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BENCHMARK

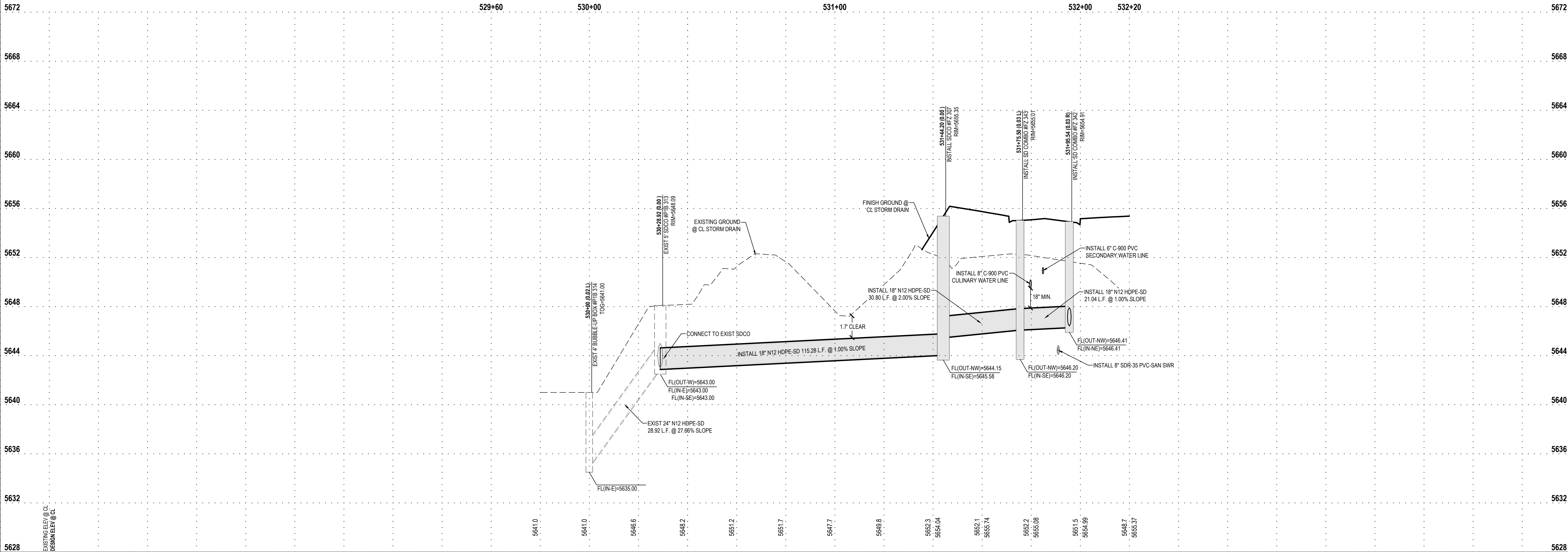
THE SOUTHEAST QUARTER OF SECTION 20,
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SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

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OFFSITE STORM DRAIN - DEVELOPED FLOW



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Phone: 801.547.1100

TOOELE

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FOR:
MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
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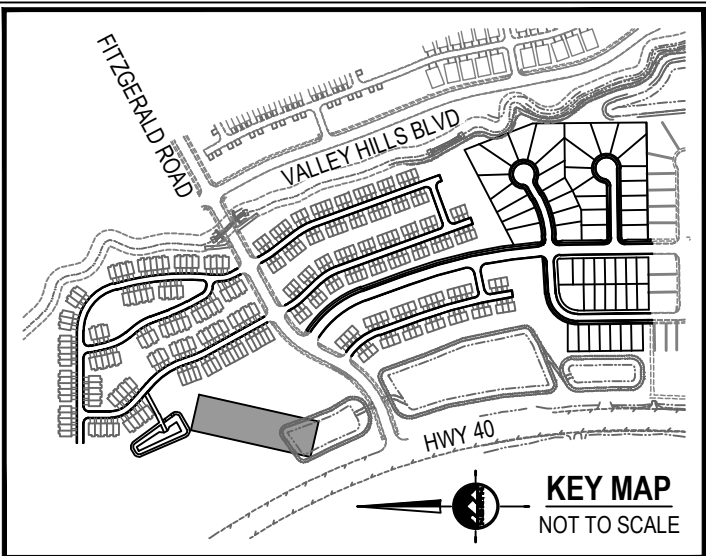
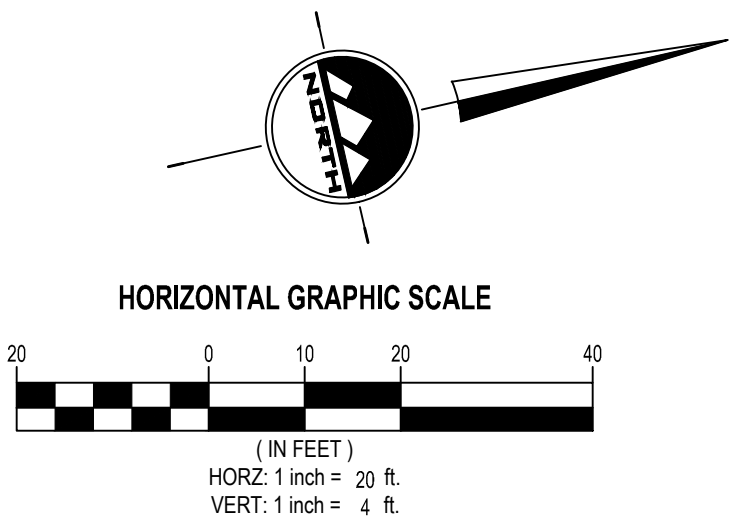
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DEVELOPED FLOW

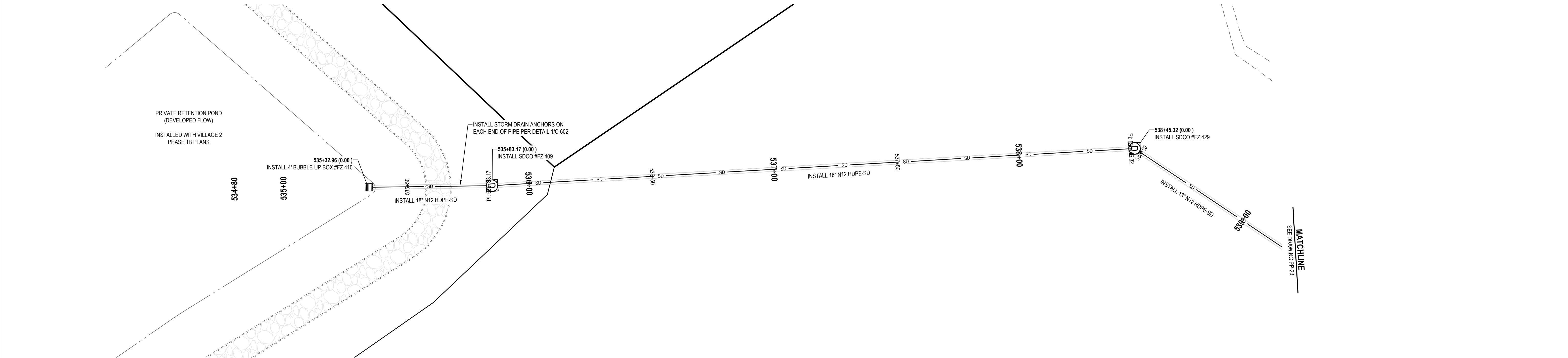
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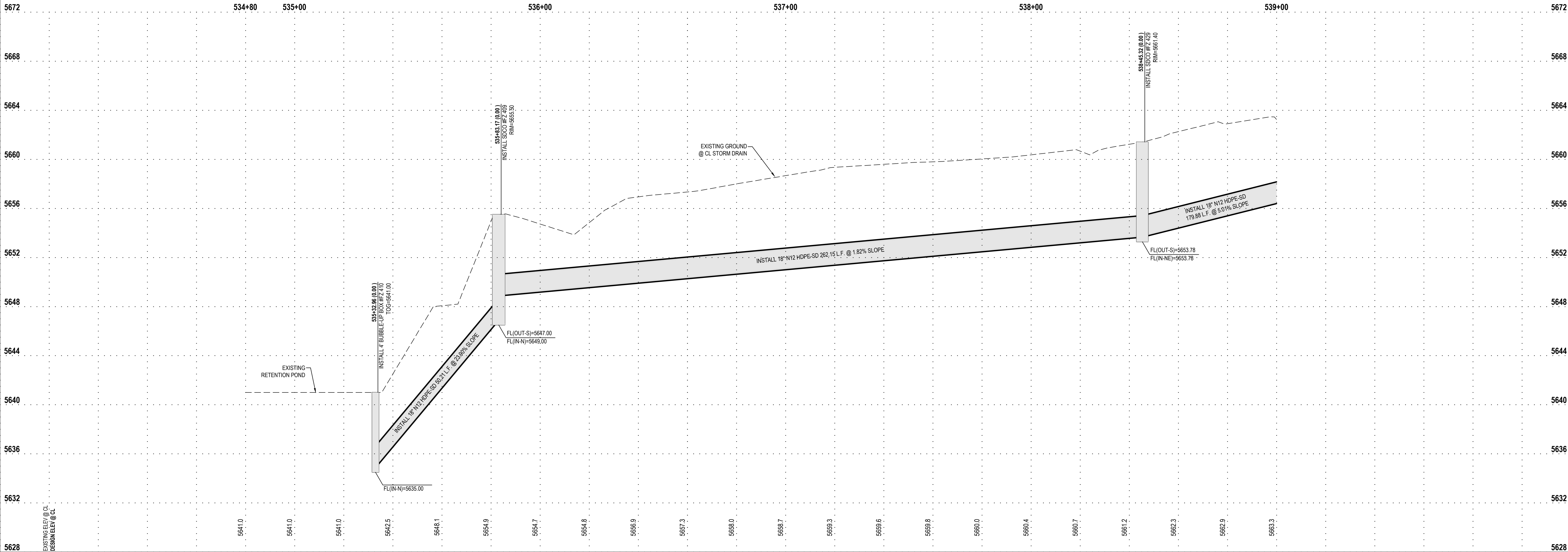
PROJECT MANAGER
BAM

DESIGNED BY
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OFFSITE STORM DRAIN - DEVELOPED FLOW



811

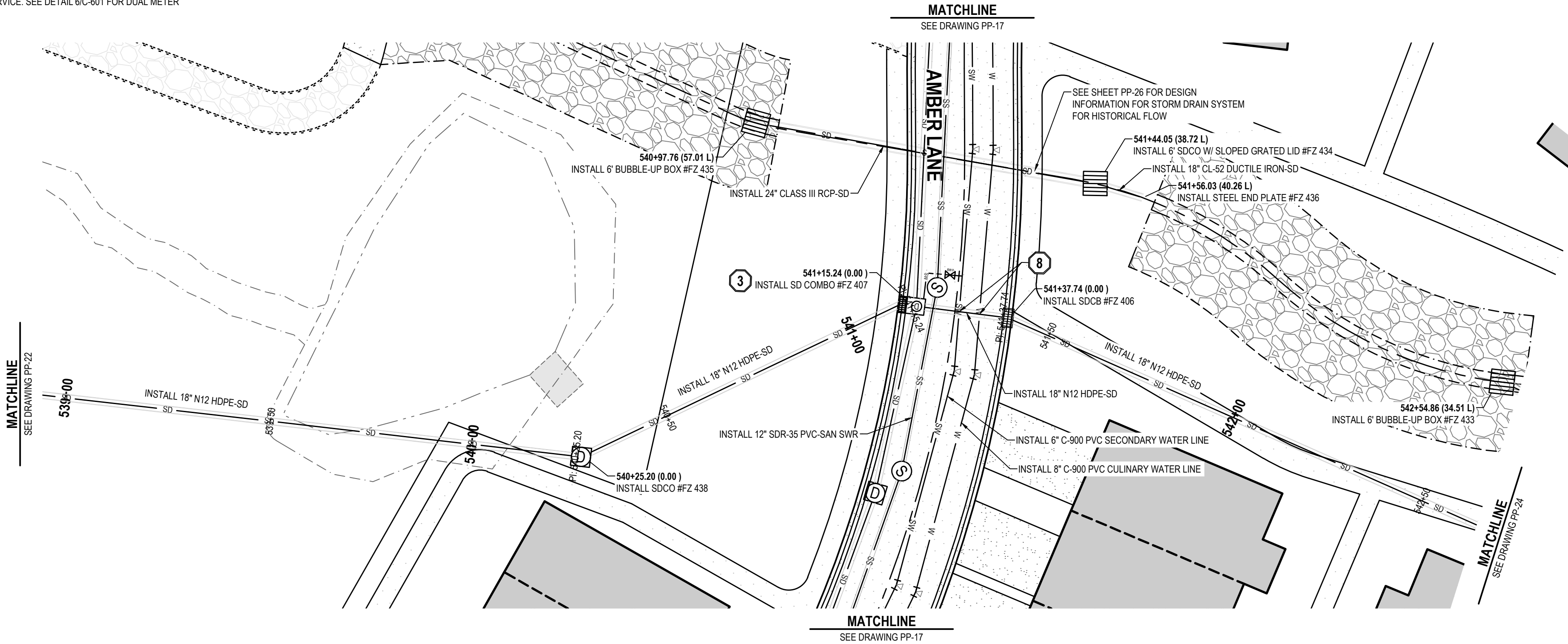
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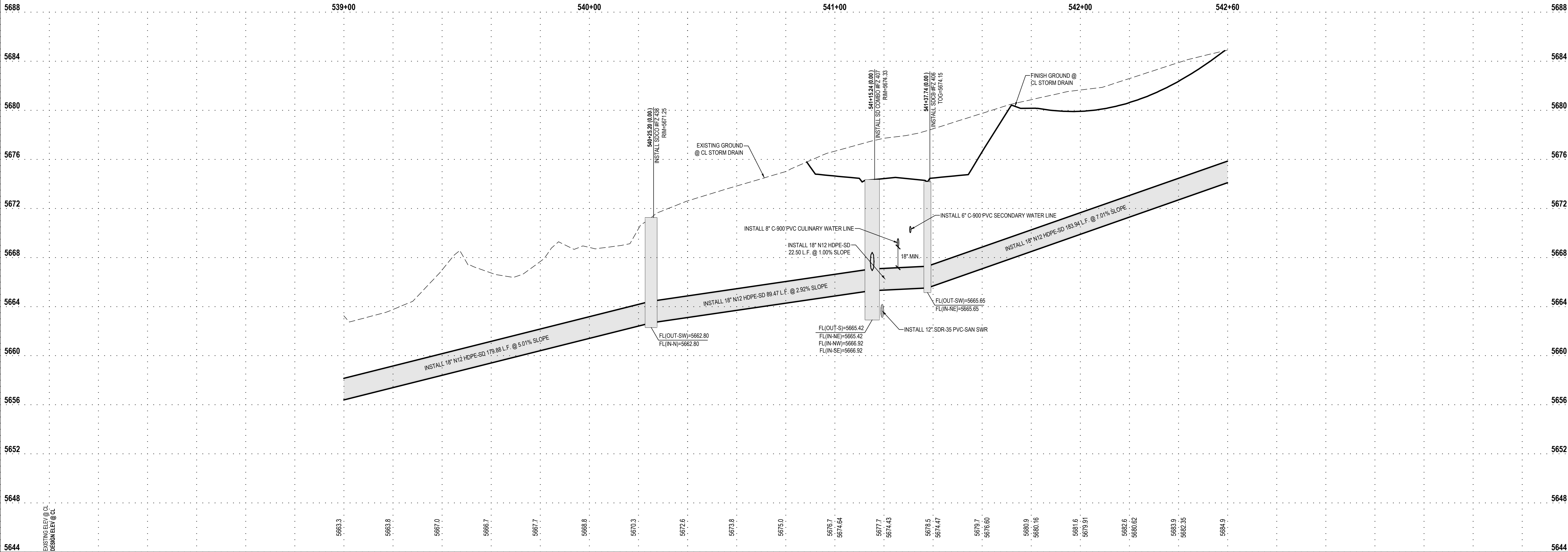
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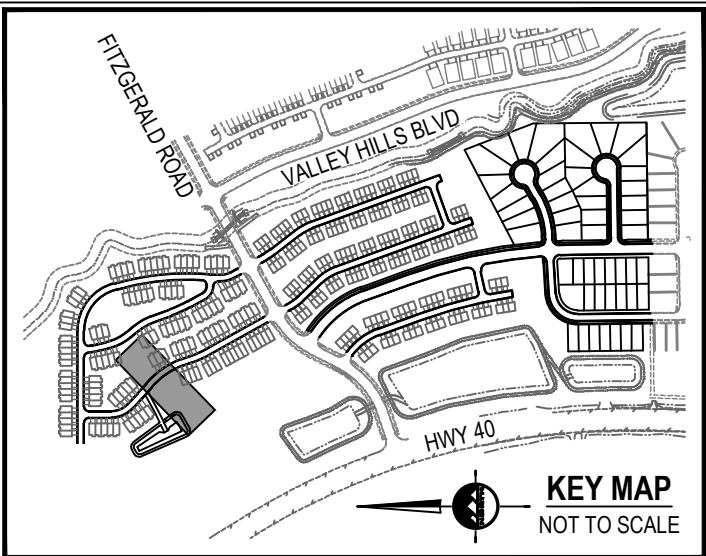
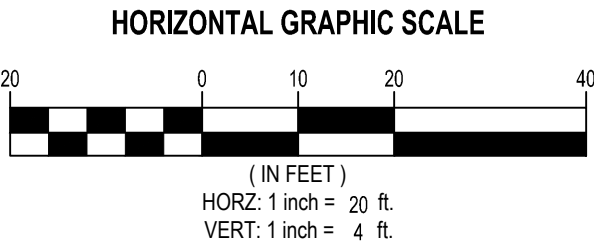


OFFSITE STORM DRAIN - DEVELOPED FLOW



HEBER CITY ENGINEER'S APPROVAL

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BAM

DESIGNED BY
DAG

PP-23

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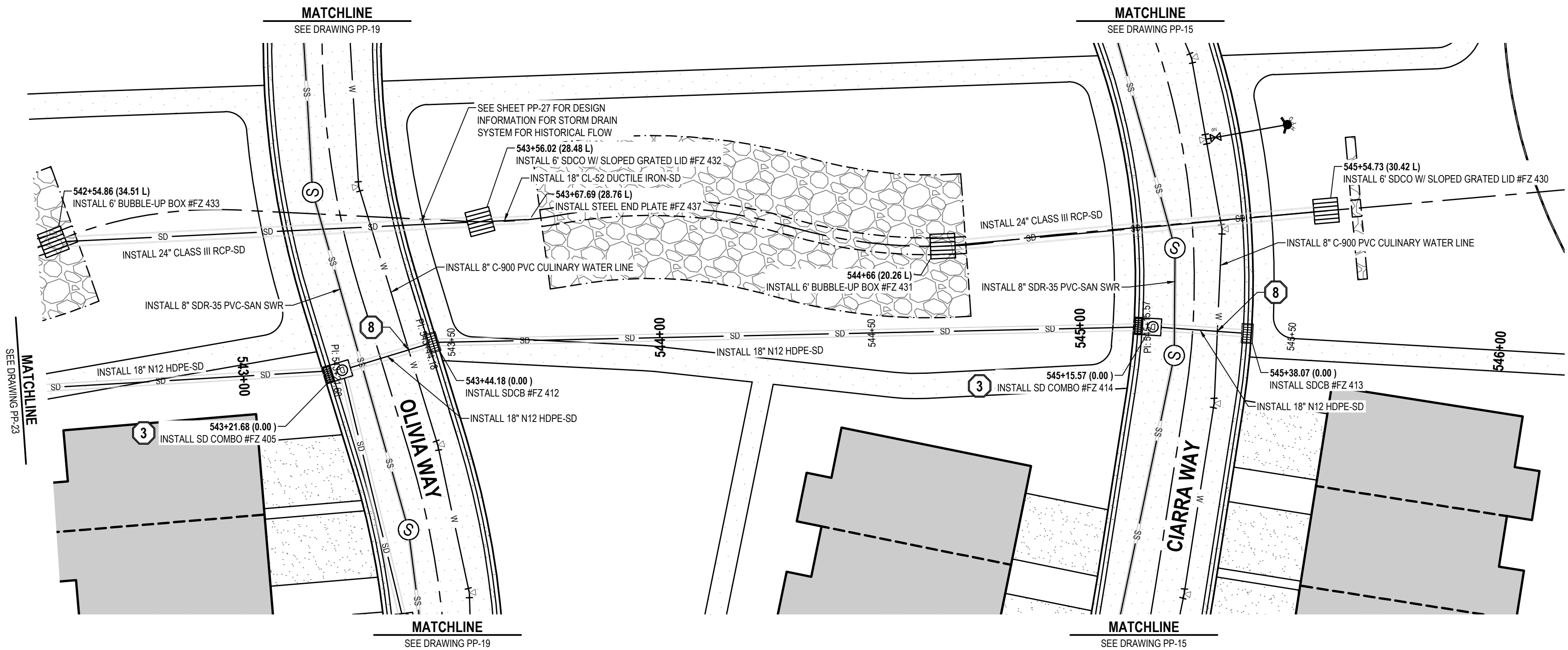
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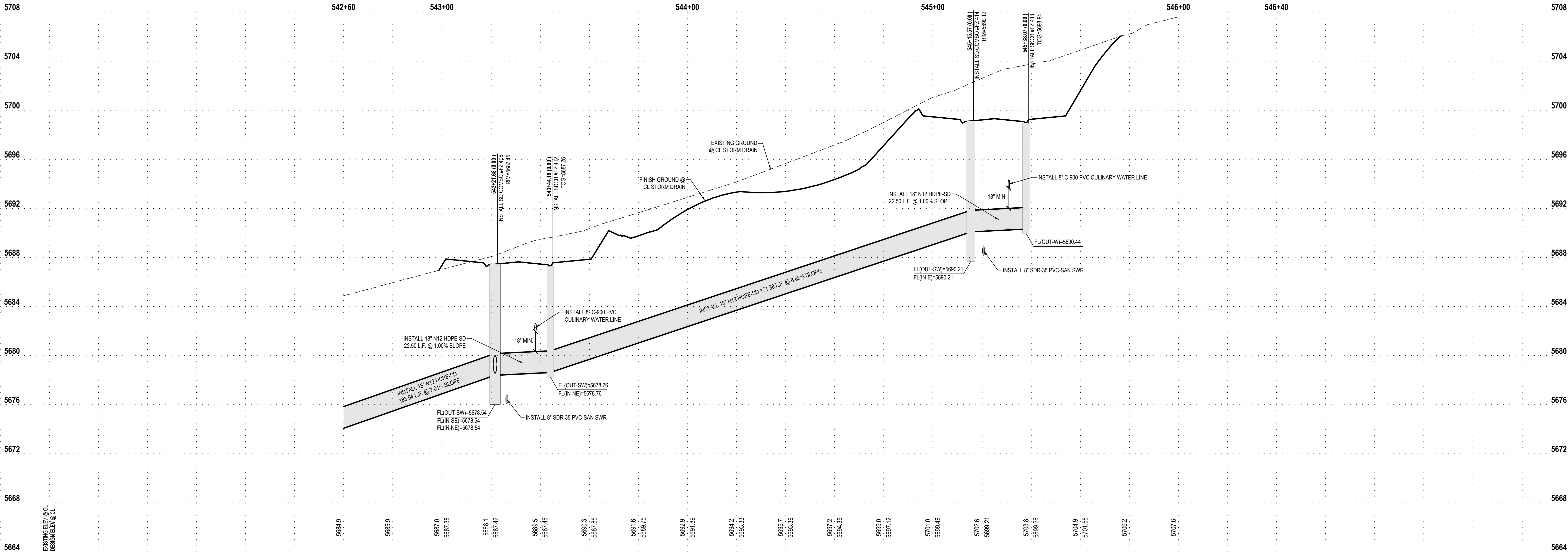
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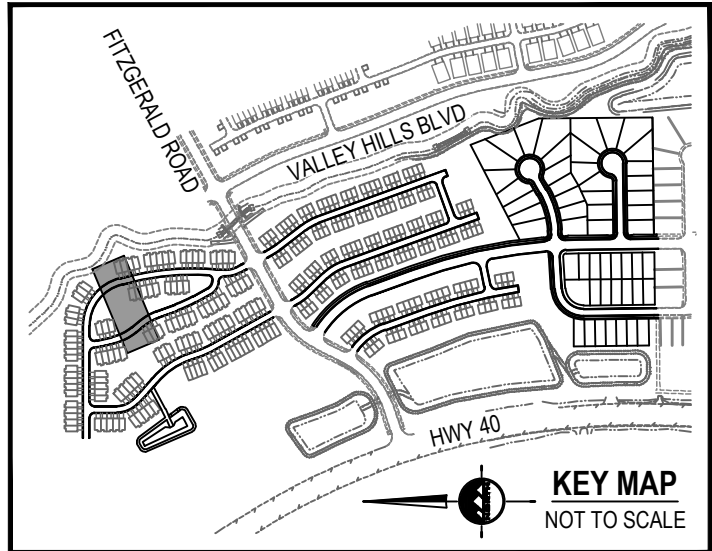
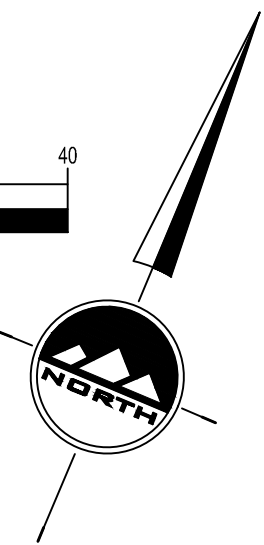
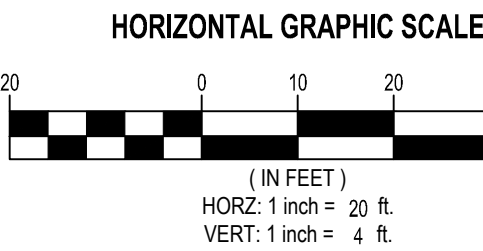


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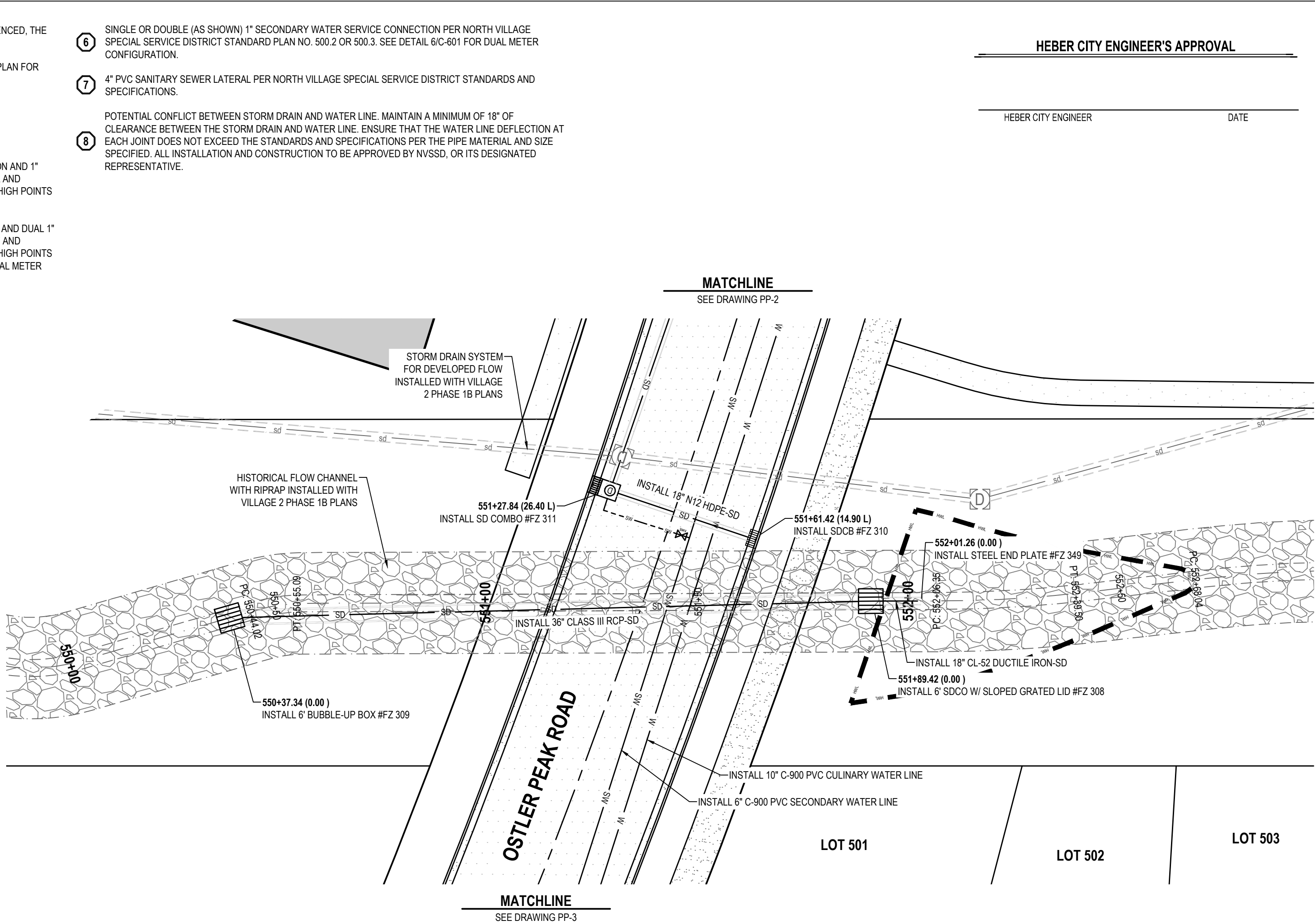
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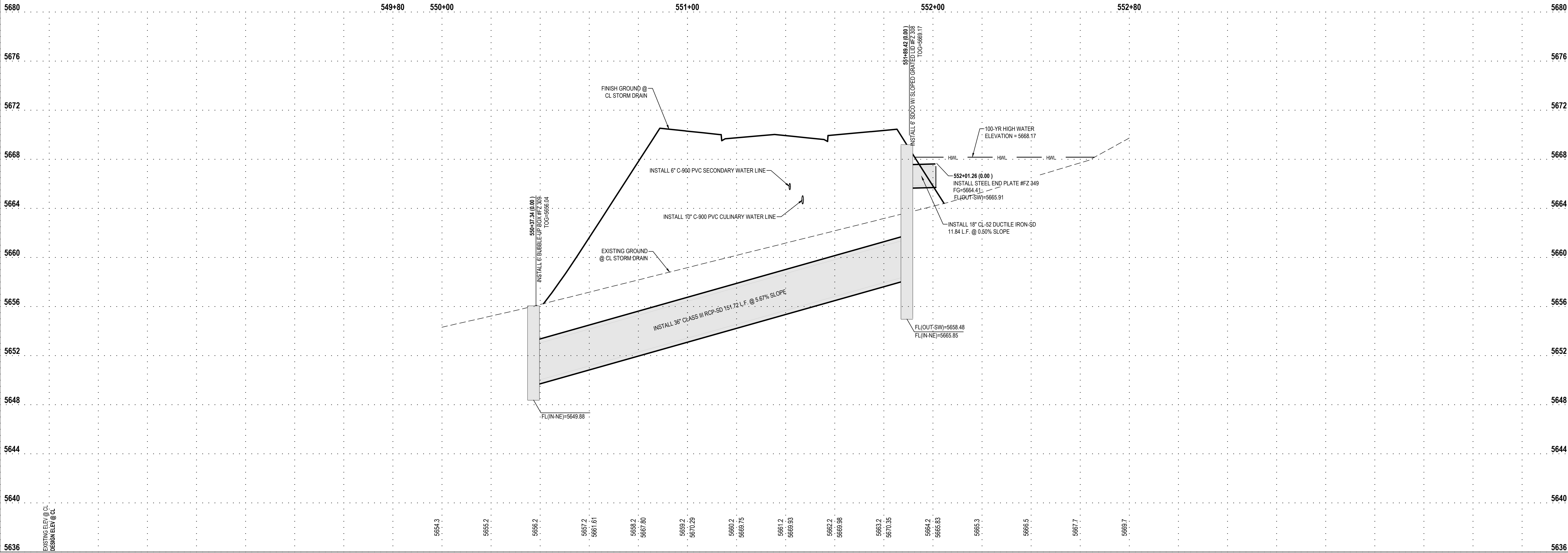
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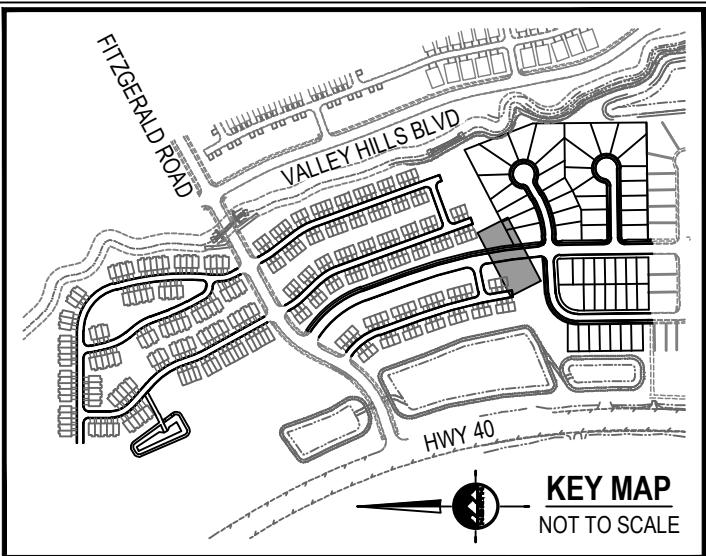
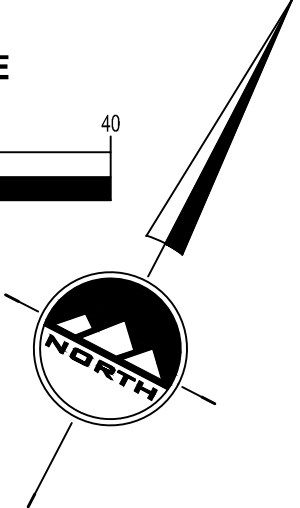
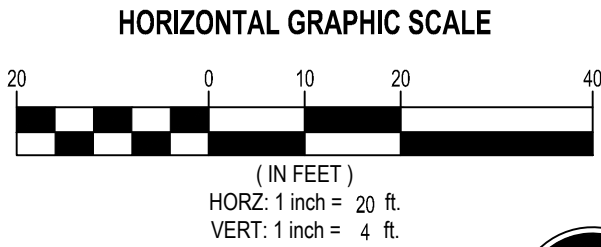


OFFSITE STORM DRAIN - HISTORICAL FLOW



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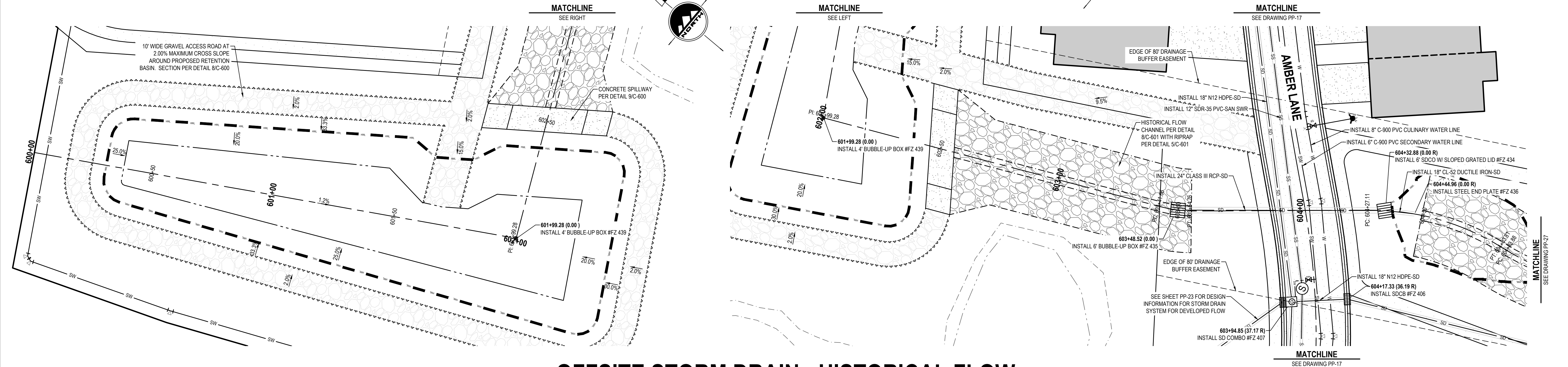
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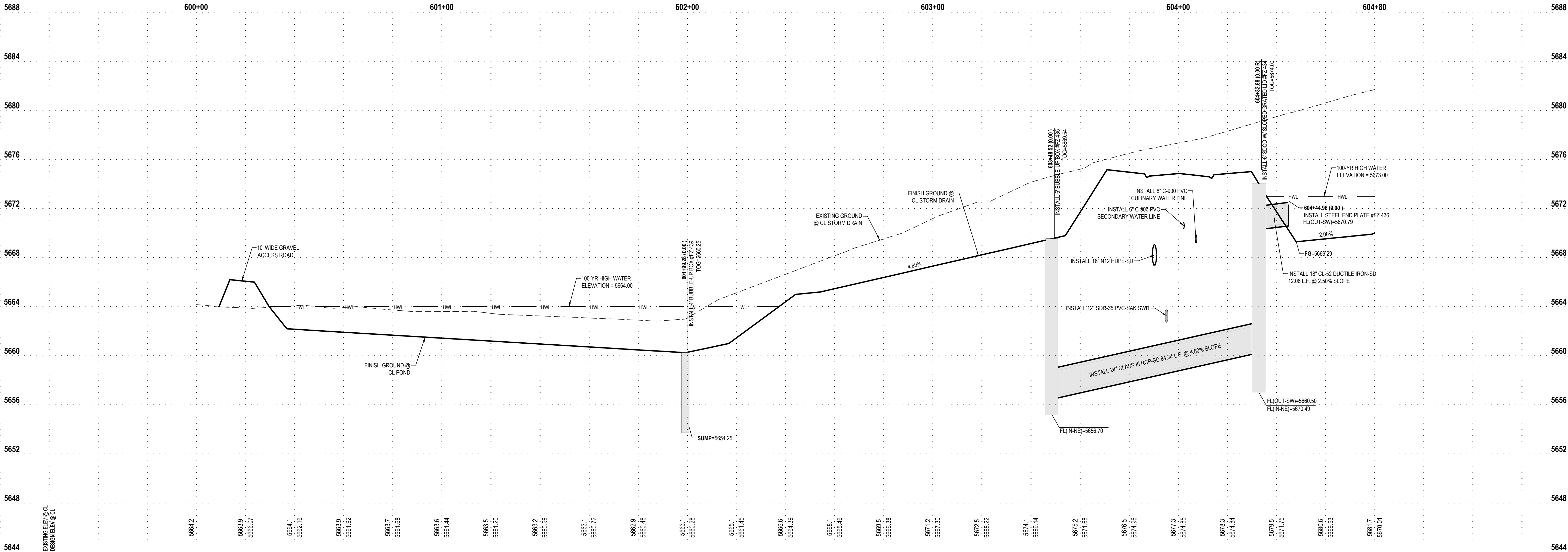
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 - 7 4" PVC SANITARY SEWER LATERAL PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARDS AND SPECIFICATIONS.
 - 8 POTENTIAL CONFLICT BETWEEN STORM DRAIN AND WATER LINE. MAINTAIN A MINIMUM OF 18" OF CLEARANCE BETWEEN THE STORM DRAIN AND WATER LINE. ENSURE THAT THE WATER LINE DEFLECTION AT EACH JOINT DOES NOT EXCEED THE STANDARDS AND SPECIFICATIONS PER THE PIPE MATERIAL AND SIZE SPECIFIED. ALL INSTALLATION AND CONSTRUCTION TO BE APPROVED BY NVSSD, OR ITS DESIGNATED REPRESENTATIVE.



OFFSITE STORM DRAIN - HISTORICAL FLOW



THE STANDARD IN ENGINEERING

SANDY

45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD., #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARREE
PHONE: 801.316.3193

JORDANELLE RIDGE VILLAGE 2

FITZGERALD PRELIMINARY

700 COYOTE CANYON PARKWAY

HEBER CITY, UTAH

2023-12-11 FOR REVIEW

PLAN AND PROFILE
OFFSITE STORM DRAIN
HISTORICAL FLOW

PROJECT NUMBER
10229A

PRINT DATE
2023-12-11

PROJECT MANAGER
BAM

DESIGNED BY
DAG

PP-26

Page 315 of 428

811

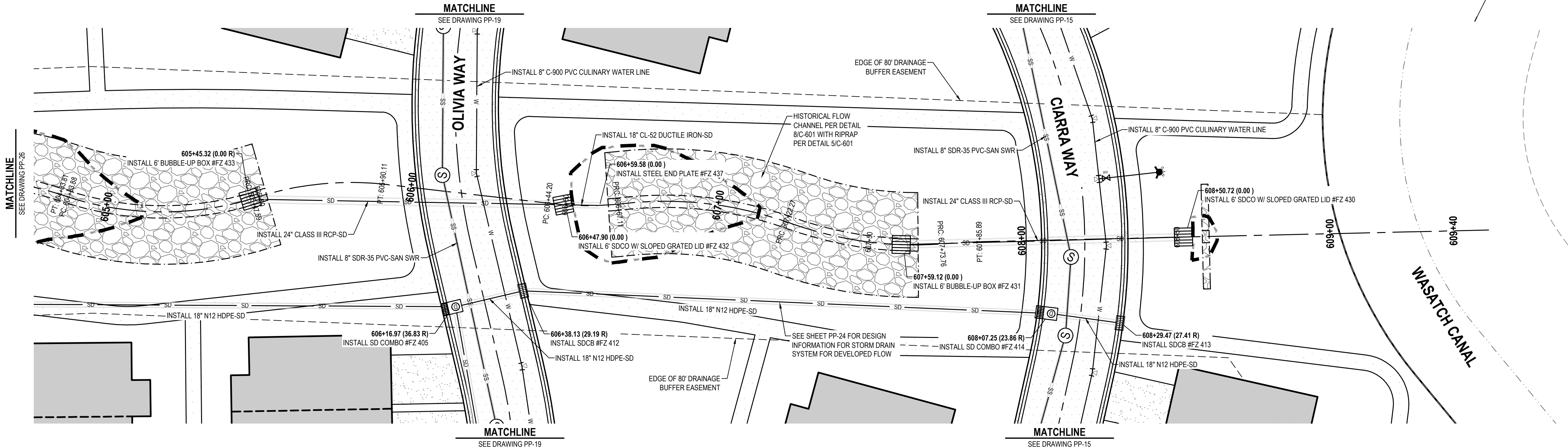
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

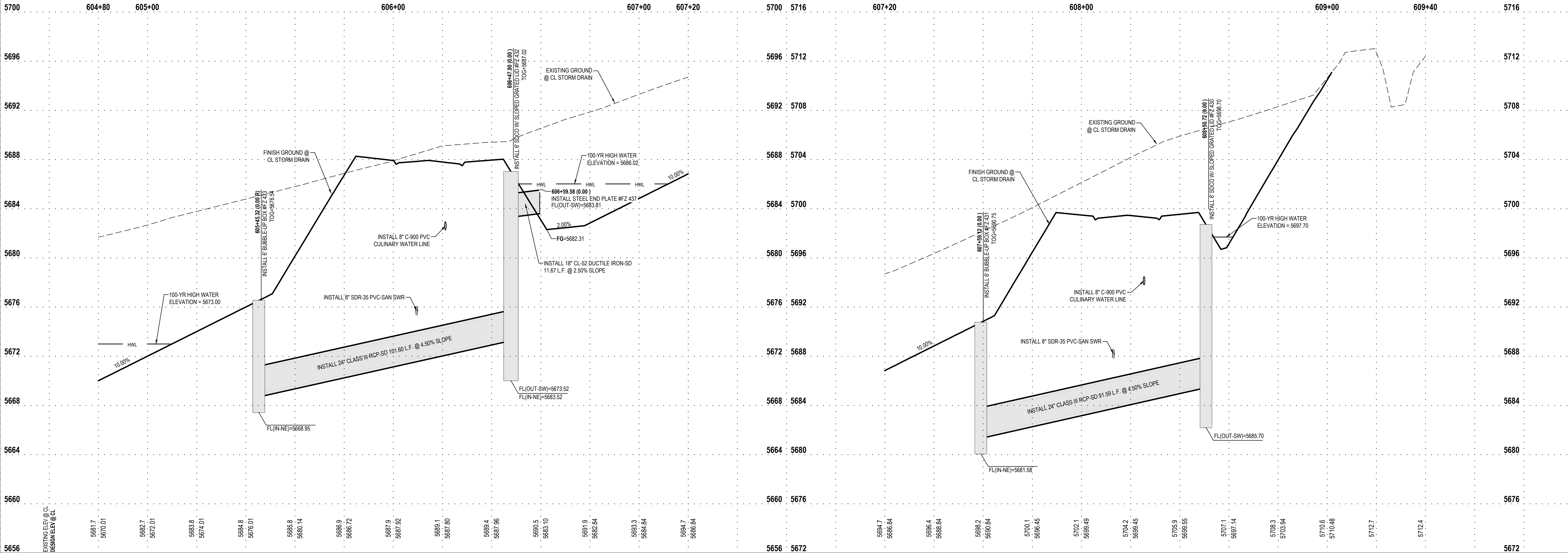
BENCHMARK

THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 5969.10

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 REMOVE TEMPORARY BLOW-OFF AND AIR VAC VALVE TO CONNECT WATER LINE. SEE UTILITY PLAN FOR ADDITIONAL INFORMATION.
 - 2 TEMPORARY BLOW-OFF AND AIR VAC VALVE PER NORTH VILLAGE SPECIAL SERVICE DISTRICT SPECIFICATIONS.
 - 3 2' SUMP IN STORM DRAIN STRUCTURE.
 - 4 SINGLE METER CONFIGURATION, 1 1/2" POLYETHYLENE CULINARY WATER SERVICE CONNECTION AND 1" METER PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 400.3 AND 400.4A AND SPECIFICATIONS. ROTATE TAPPING SADDLE TO AVOID CONFLICTS WITH OTHER UTILITIES AND HIGH POINTS IN SERVICE LATERAL. MAINTAIN 5' MINIMUM COVER OVER SERVICE.
 - 5 DUAL METER CONFIGURATION, 1 1/2" POLYETHYLENE CULINARY WATER SERVICE CONNECTION AND DUAL 1" METERS PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARD PLAN NO. 400.3 AND 400.7 AND SPECIFICATIONS. ROTATE TAPPING SADDLE TO AVOID CONFLICTS WITH OTHER UTILITIES AND HIGH POINTS IN SERVICE LATERAL. MAINTAIN 5' MINIMUM COVER OVER SERVICE. SEE DETAIL 6/C-601 FOR DUAL METER CONFIGURATION.
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 - 7 4" PVC SANITARY SEWER LATERAL PER NORTH VILLAGE SPECIAL SERVICE DISTRICT STANDARDS AND SPECIFICATIONS.
 - 8 POTENTIAL CONFLICT BETWEEN STORM DRAIN AND WATER LINE. MAINTAIN A MINIMUM OF 18" OF CLEARANCE BETWEEN THE STORM DRAIN AND WATER LINE. ENSURE THAT THE WATER LINE DEFLECTION AT EACH JOINT DOES NOT EXCEED THE STANDARDS AND SPECIFICATIONS PER THE PIPE MATERIAL AND SIZE SPECIFIED. ALL INSTALLATION AND CONSTRUCTION TO BE APPROVED BY NVSSD, OR ITS DESIGNATED REPRESENTATIVE.



OFFSITE STORM DRAIN - HISTORICAL FLOW



EN SIGN

THE STANDARD IN ENGINEERING

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45 W 10000 S, Suite 500
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FOR:
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10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

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JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

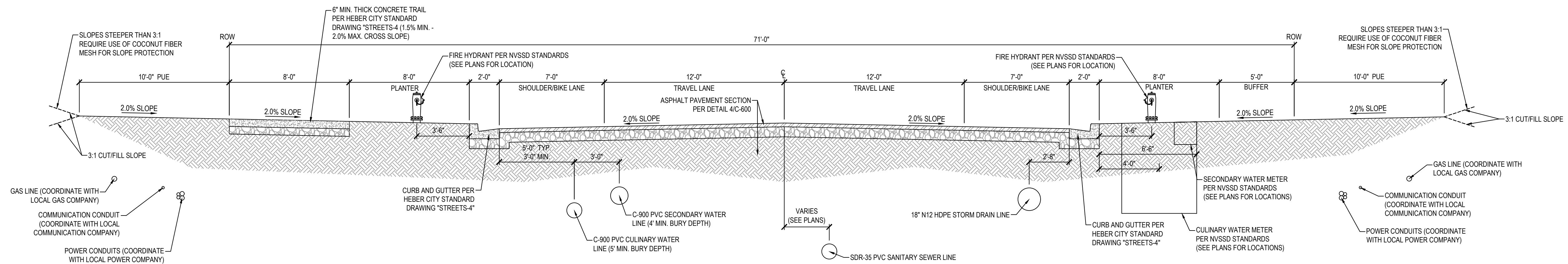
PLAN AND PROFILE
OFFSITE STORM DRAIN
HISTORICAL FLOW

PROJECT NUMBER
10229A
PROJECT MANAGER
BAM

PRINT DATE
2023-12-11
DESIGNED BY
DAG

PP-27

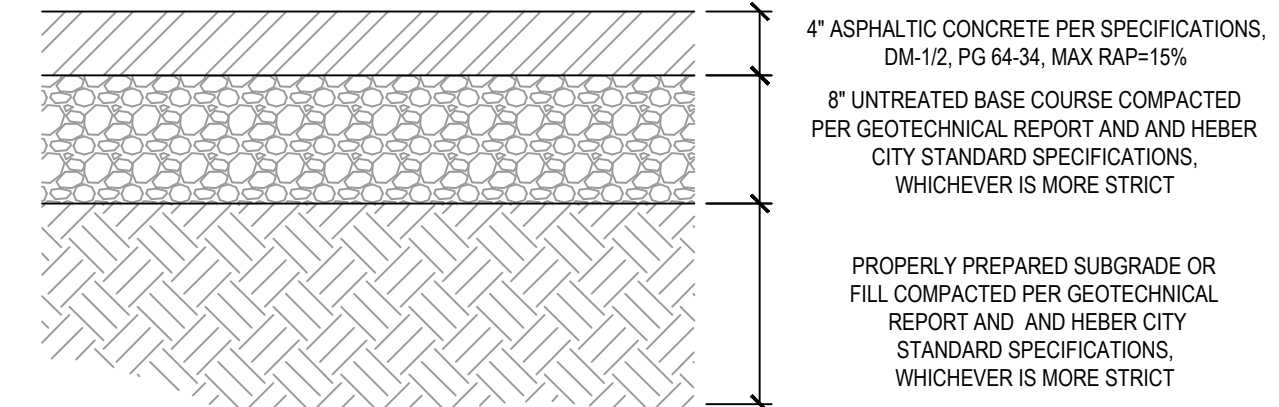
Page 316 of 428



1 TYPICAL ROAD CROSS SECTION (71' ROW)
MINOR COLLECTOR - OSTLER PEAK ROAD
SCALE: NONE

ASPHALT NOTES

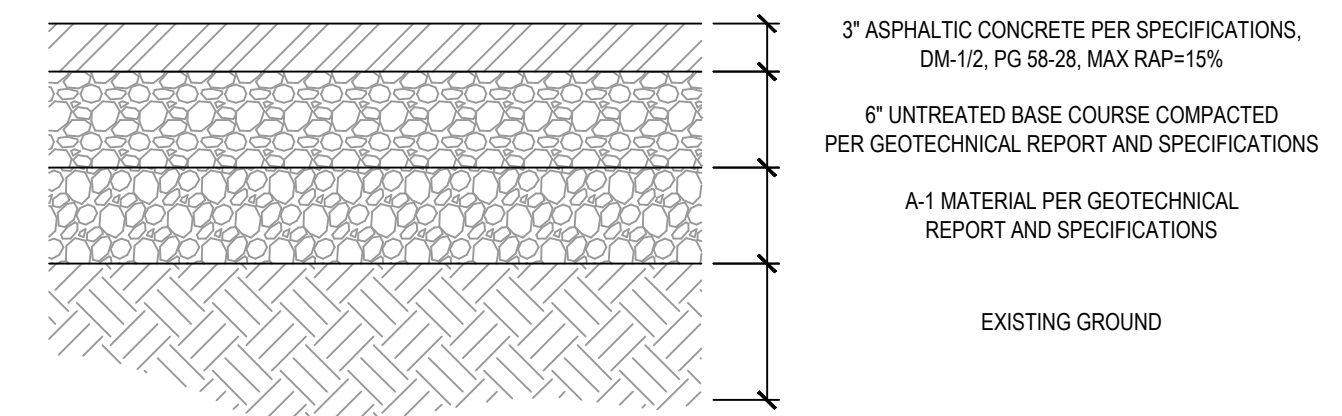
- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



4 STANDARD ASPHALT SECTION
MINOR COLLECTOR
SCALE: NONE

ASPHALT NOTES

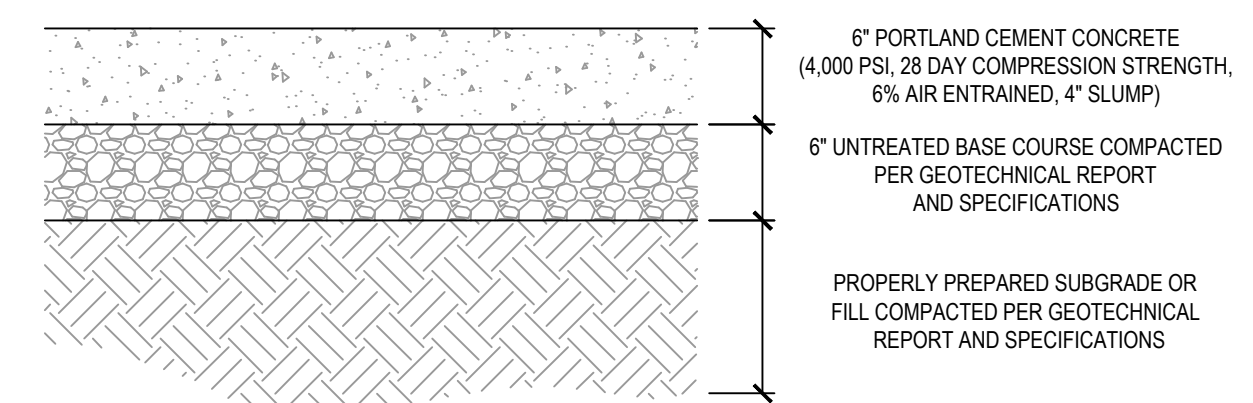
- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
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- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



5 STANDARD ASPHALT SECTION
SCALE: NONE

CONCRETE NOTES

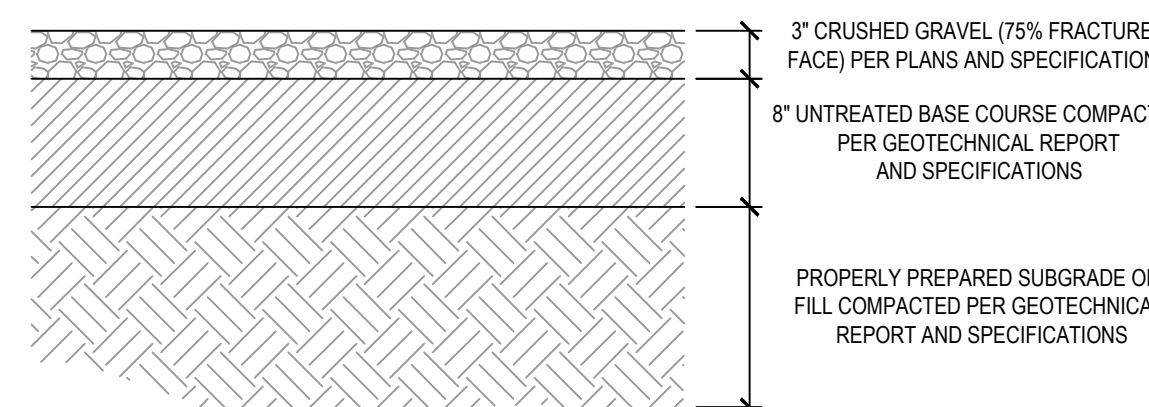
- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



9 CONCRETE PAVEMENT SECTION
SCALE: NONE

GRAVEL ACCESS ROAD NOTES

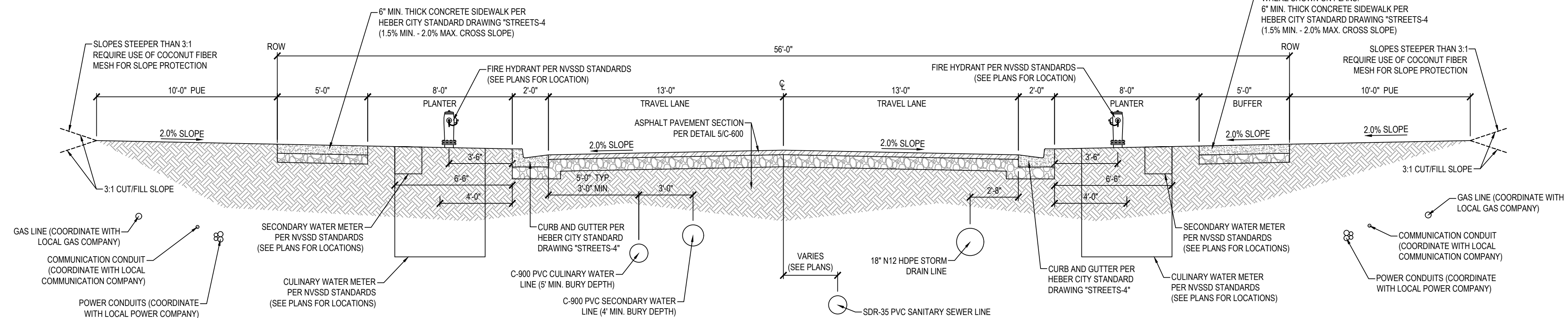
- ROAD AND RAMP SHALL PROVIDE ADEQUATE SUPPORT AND ACCESS FOR 40,000 POUND LOAD, PER RIVERTON CITY STANDARDS AND SPECIFICATIONS.
- RAMP SLOPES AT DRIVEWAY APPROACH BREAK OVER ANGLES AT TOP AND BOTTOM PER APWA STANDARD PLAN NO. 221 AND SPECIFICATIONS.



8 GRAVEL ACCESS ROAD SECTION
SCALE: NONE

2 TYPICAL ROAD CROSS SECTION (56' ROW)
LOCAL ROAD - HIGH UINTAS LANE, SOPHIE PLACE, & SADIE COURT
SCALE: NONE

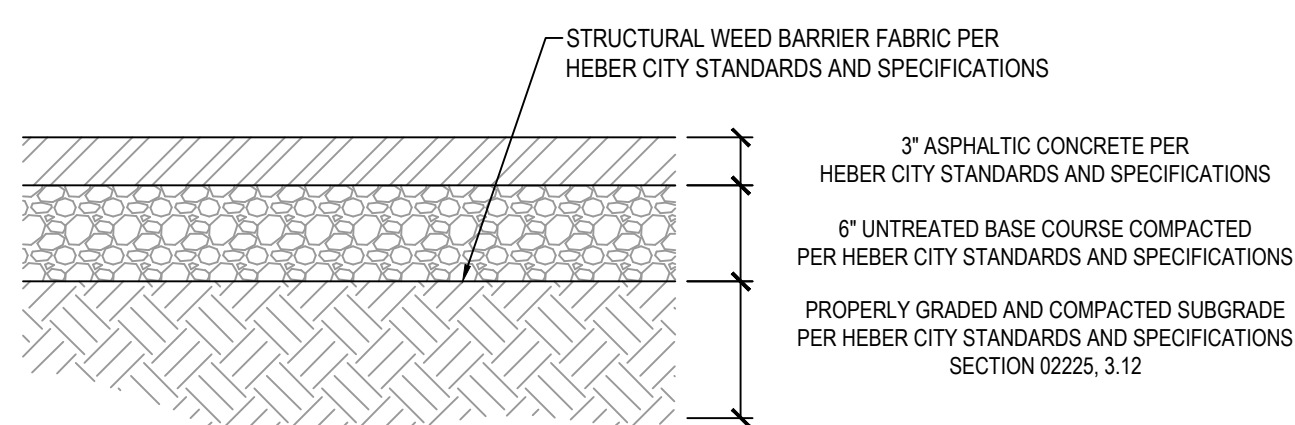
NOTE: INSTALL CULINARY WATER METER BOXES SUCH THAT STREET-SIDE IS 1' FROM BACK OF CURB. WHERE SHOWN ON PLANS. INSTALL SECONDARY WATER METER BOXES WITH BACK OF BOX 15' FROM BACK OF CURB. WHERE SHOWN ON PLANS. R/W ELEVATION OF METERS TO BE SPECIFIED WITH PRECISE GRADING PLANS. PROVIDE GRADING ACCOMMODATIONS TO MAINTAIN LEVEL LIDS.



3 TYPICAL ROAD CROSS SECTION (28' ROW)
SCALE: NONE

ASPHALT NOTES

- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.

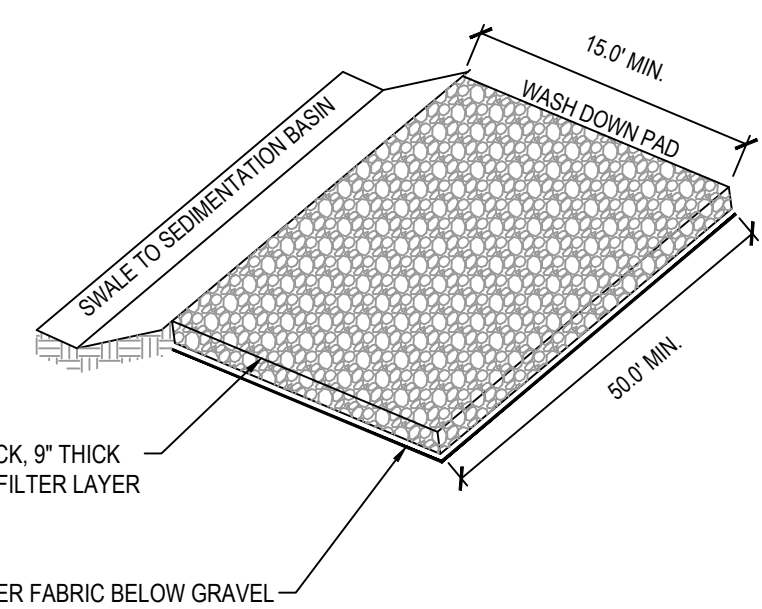


6 STANDARD TRAIL SECTION
SCALE: NONE

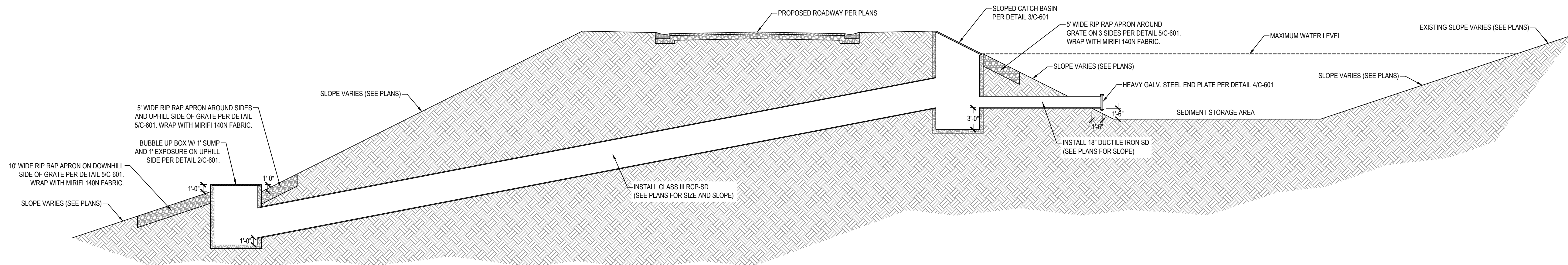
7 STABILIZED CONSTRUCTION ENTRANCE
SCALE: NONE

NOTE:

- PLACE SIGN ADJACENT TO ENTRANCE " CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"

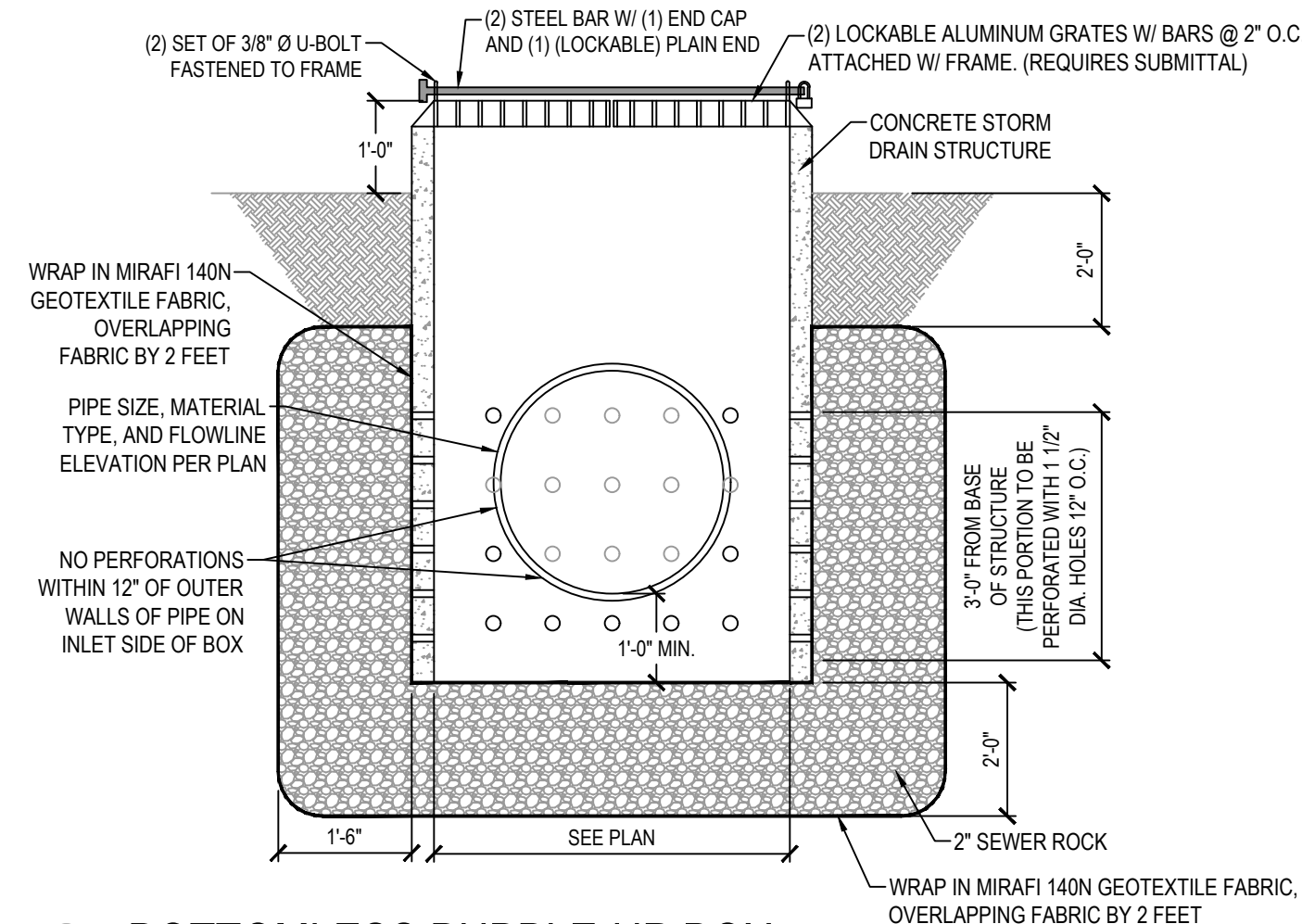


8 GRAVEL ACCESS ROAD SECTION
SCALE: NONE



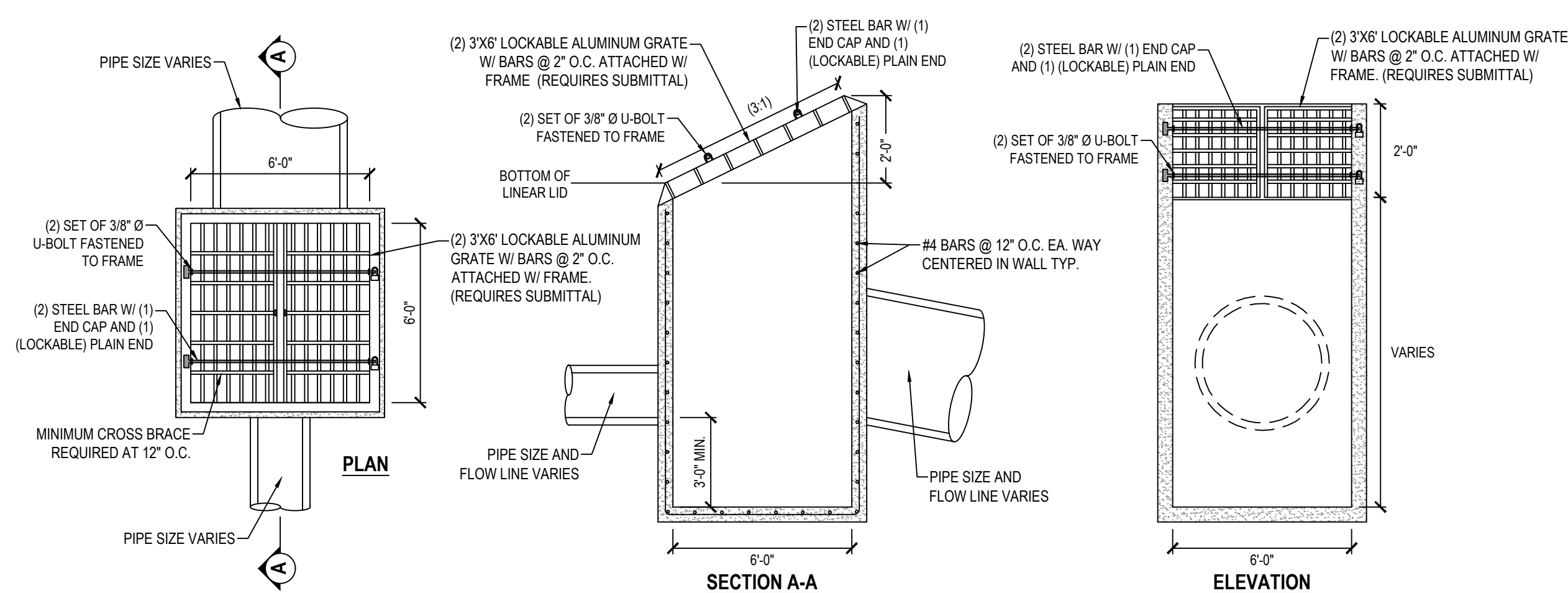
1 DETENTION BASIN DETAIL

SCALE: NONE



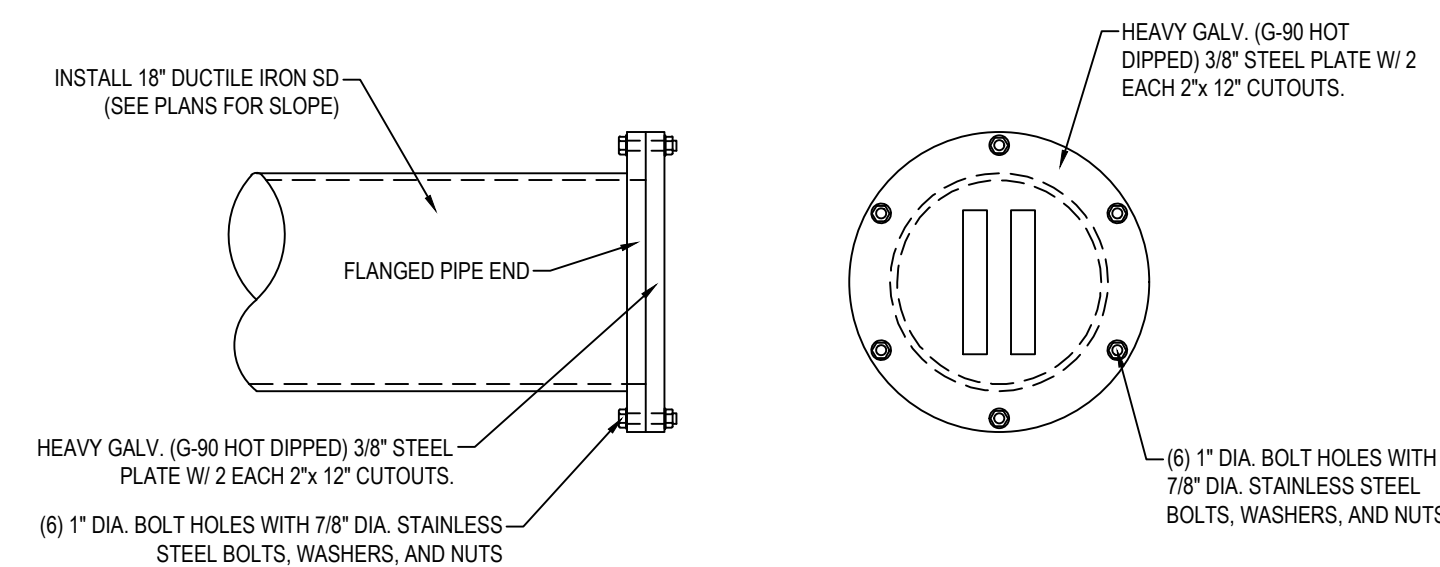
2 BOTTOMLESS BUBBLE-UP BOX

SCALE: NONE



3 SLOPED CATCH BASIN

SCALE: NONE



4 STEEL END PLATE DETAIL

SCALE: NONE

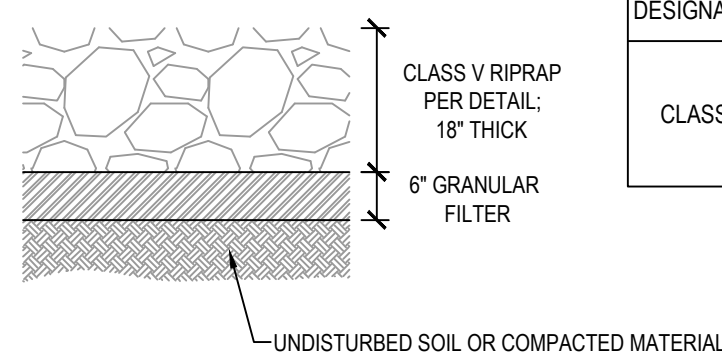
LOOSE RIPRAP GRADATIONS			
RIPRAP DESIGNATION	% SMALLER THAN GIVEN SIZE BY WEIGHT	(INCHES)	D ₅₀ (INCHES)
CLASS V	70-100	20	12
	50-70	16	
	35-50	12	
	2-10	4	

GRANULAR FILTER GRADATION	
SIEVE SIZE	PERCENT PASSING
3 inch	90-100
¾ inch	35-90
No. 4	0-30
No. 16	0-15
No. 200	0-3

CLASS V RIPRAP PER DETAIL: 18" THICK

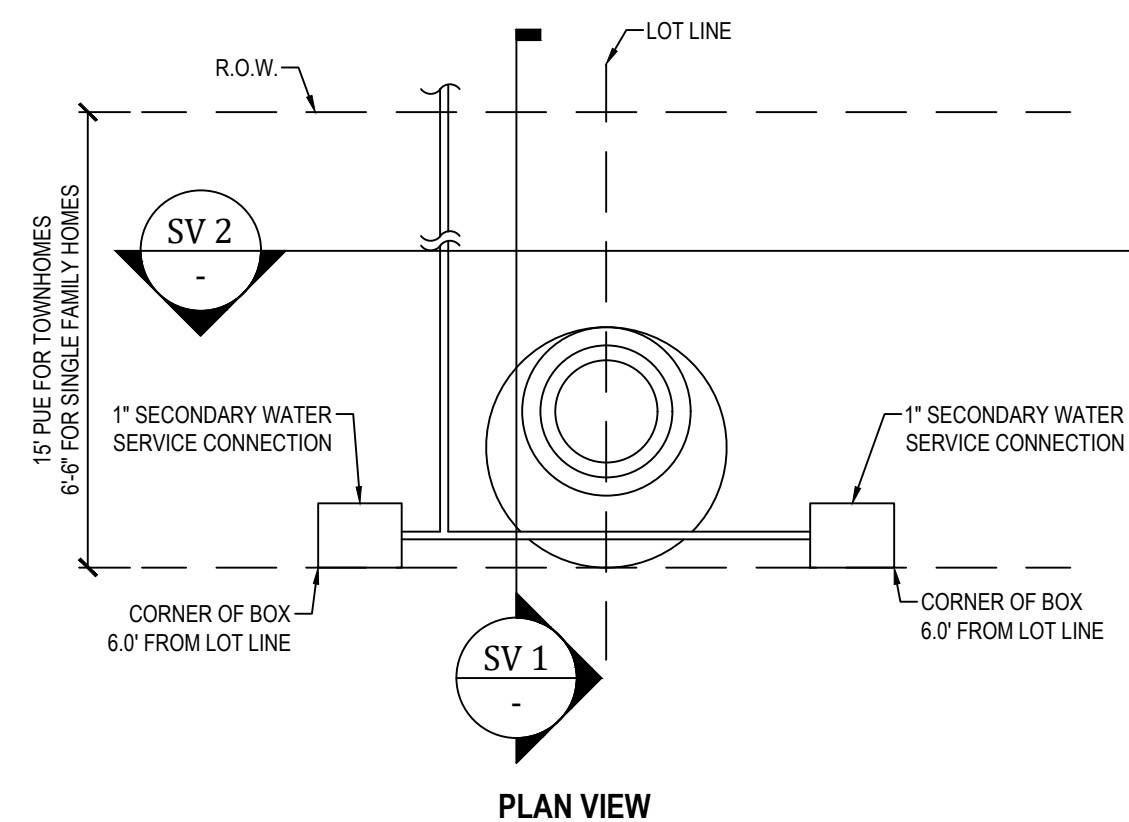
6" GRANULAR FILTER

UNDISTURBED SOIL OR COMPACTED MATERIAL



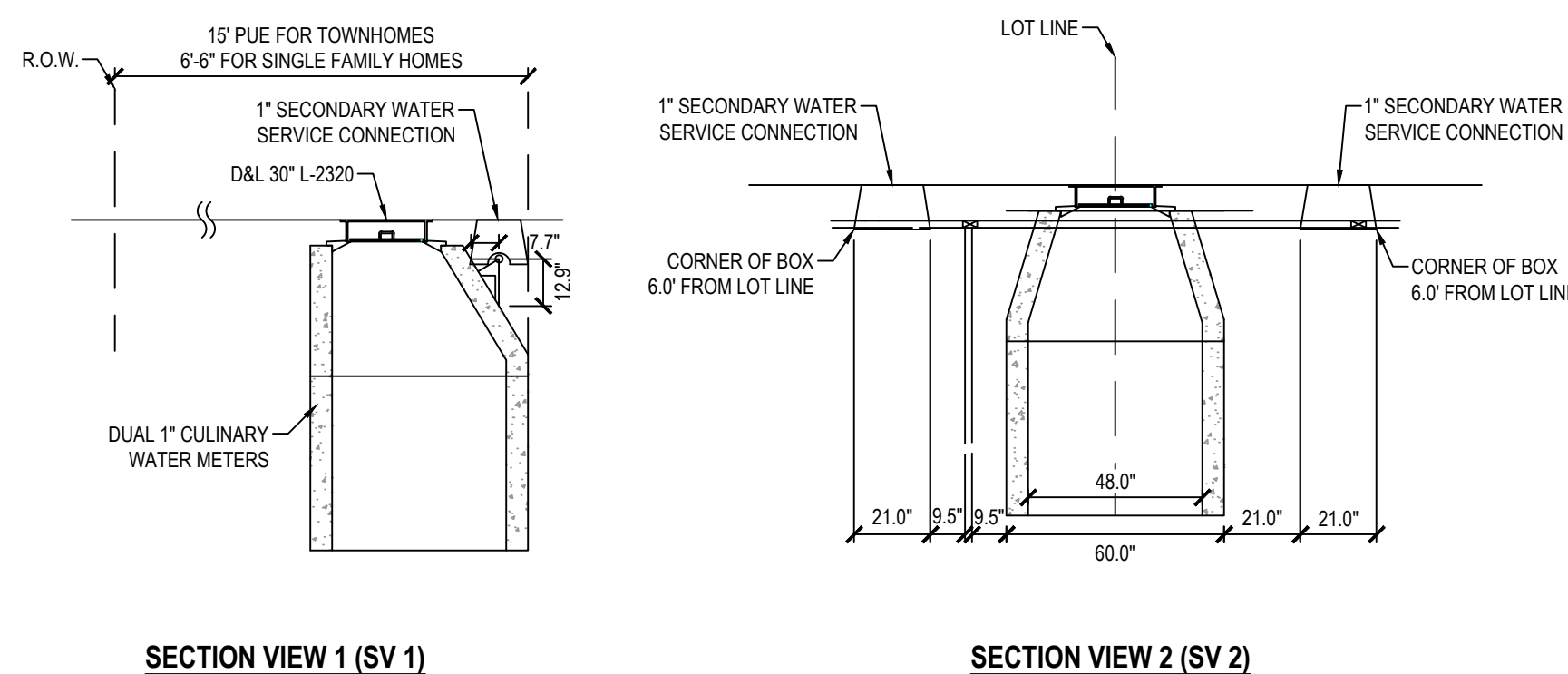
5 OUTFALL RIPRAP SECTION

SCALE: NONE



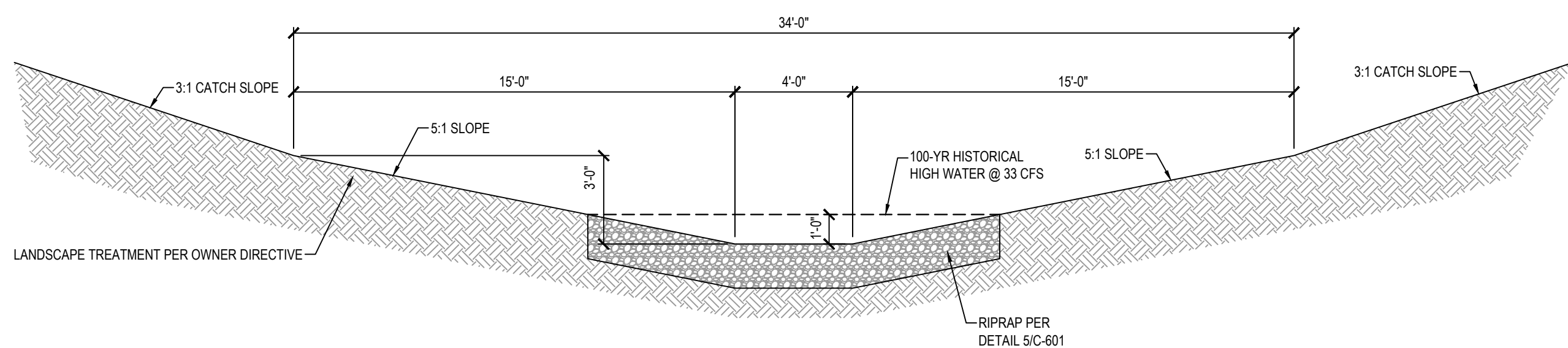
6 DUAL WATER METER CONFIGURATION

SCALE: NONE



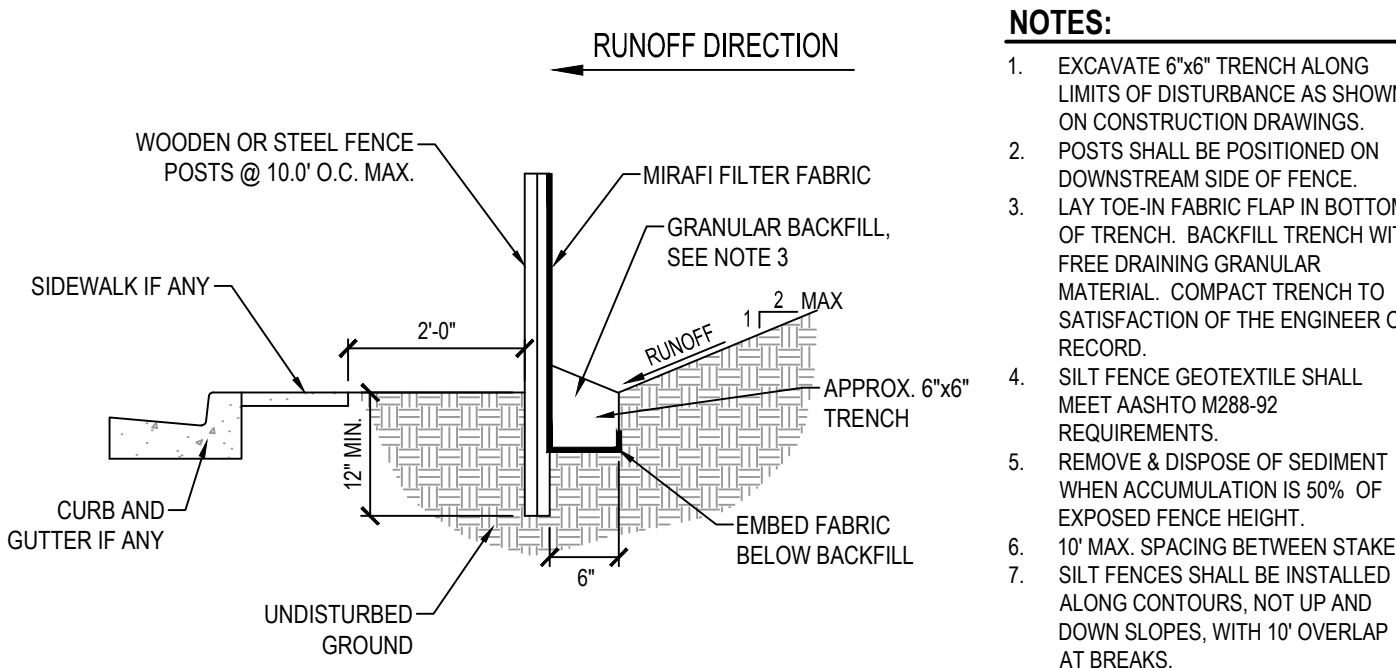
7 INLET PROTECTION

SCALE: NONE



8 HISTORICAL FLOW CHANNEL

SCALE: NONE



9 TEMPORARY SILT FENCE

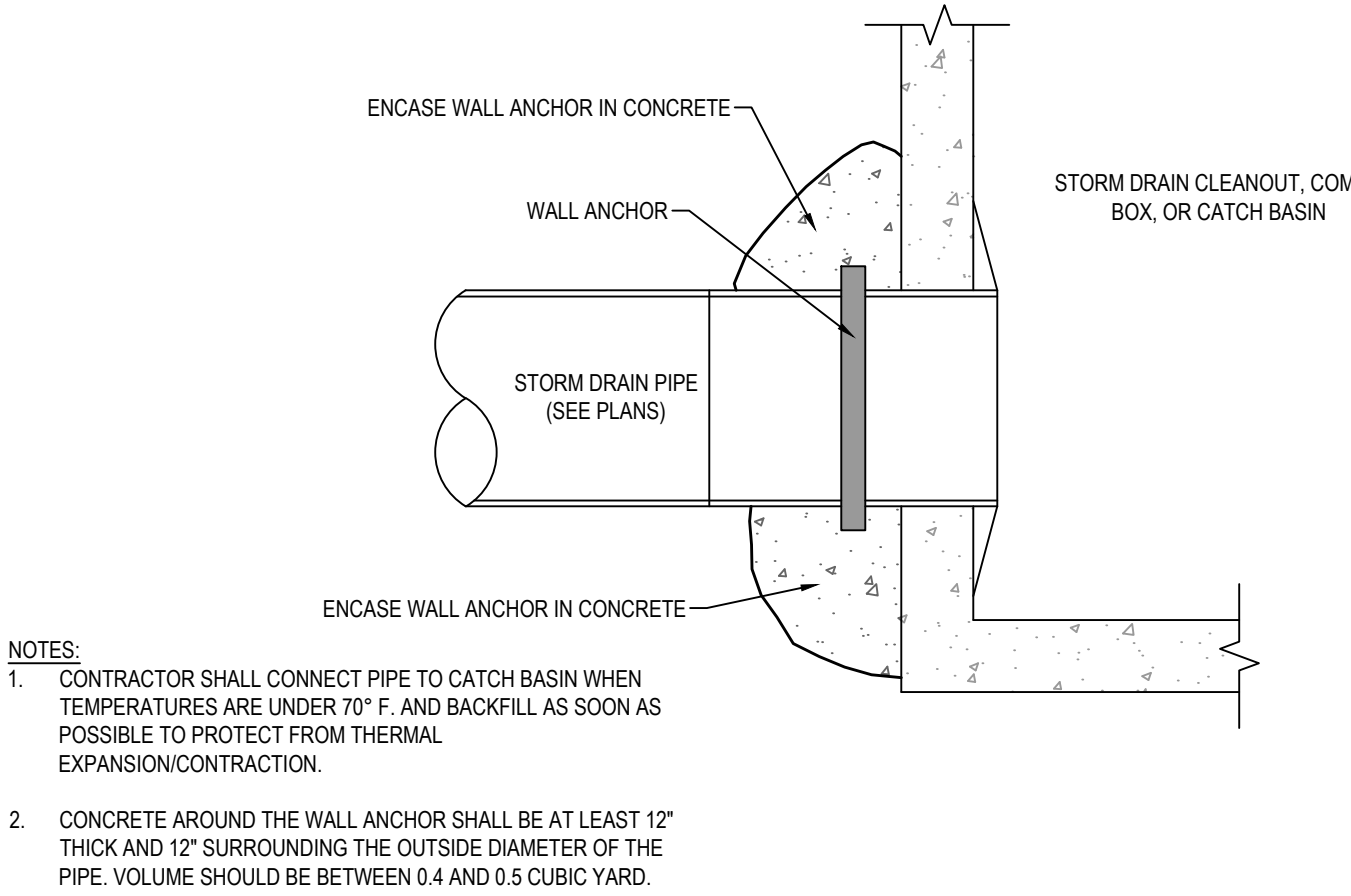
SCALE: NONE

NOTE:
INSTALL 12\"/>

HEBER CITY ENGINEER'S APPROVAL

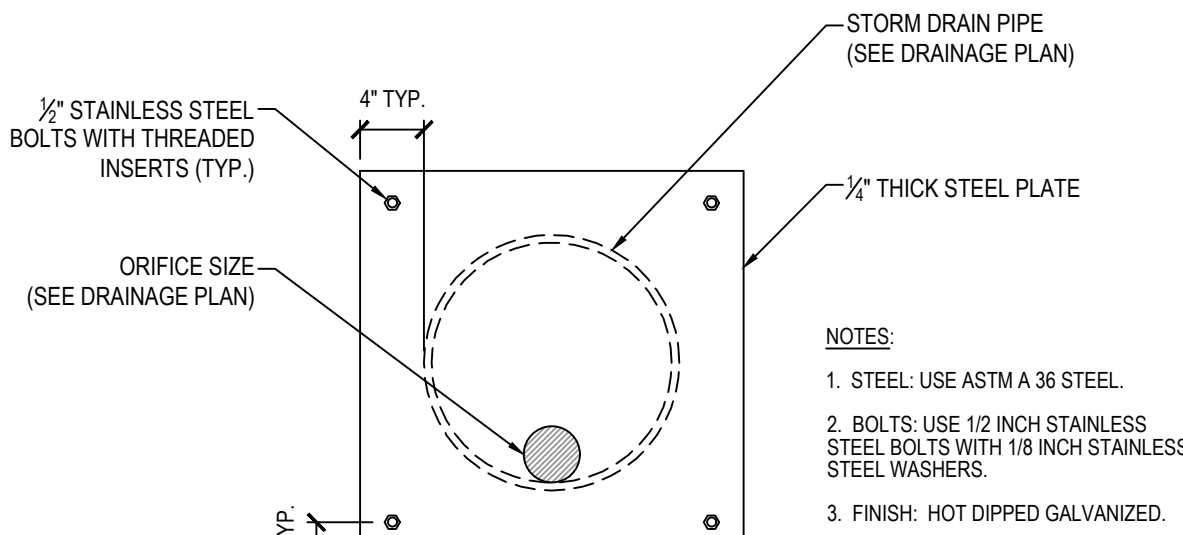
HEBER CITY ENGINEER

DATE



1 STORM DRAIN PIPE ANCHOR DETAIL

SCALE: NONE



2 ORIFICE PLATE

SCALE: NONE

HEBER CITY ENGINEER'S APPROVAL

HEBER CITY ENGINEER

DATE



THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

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FOR:
MOMENTUM DEVELOPMENT GROUP, LLC
10421 SOUTH JORDAN GATEWAY BLVD, #200
SOUTH JORDAN, UTAH 84095

CONTACT:
DAVE BARBEE
PHONE: 801.316.3193

JORDANELLE RIDGE VILLAGE 2
FITZGERALD PRELIMINARY
700 COYOTE CANYON PARKWAY
HEBER CITY, UTAH

2023-12-11 FOR REVIEW

DETAILS

PROJECT NUMBER 10229A	PRINT DATE 2023-12-11
PROJECT MANAGER BAM	DESIGNED BY DAG

C-602



Fitzgerald Plat Summary		
Unit Type	# of Units	Density (DU/Ac.)
Single-Family Attached	52	
Single-Family Detached	303	
Total	355	6.6

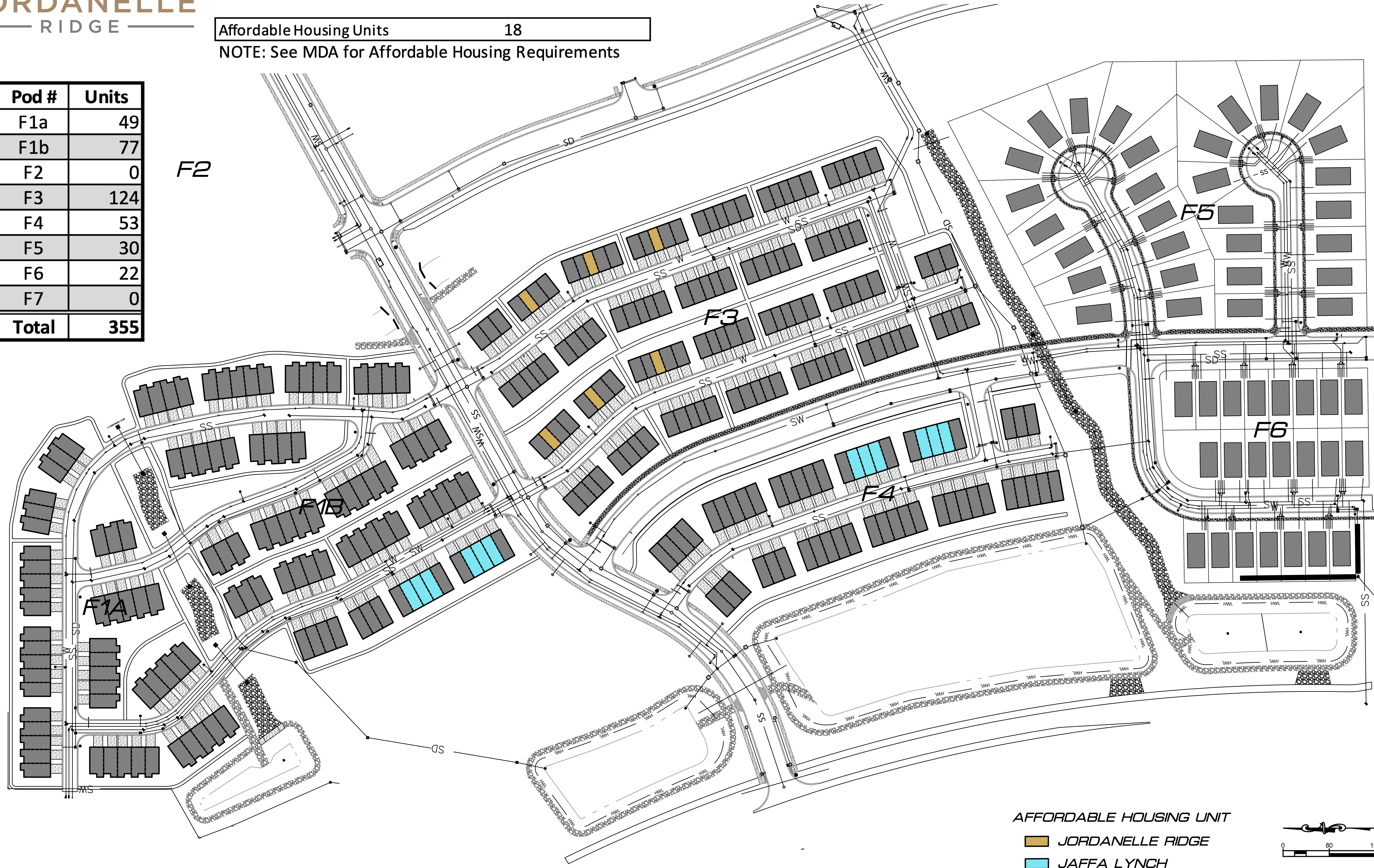
Affordable Housing Units	18
--------------------------	----

NOTE: See MDA for Affordable Housing Requirements

Pod #	Units
F1a	49
F1b	77
F2	0
F3	124
F4	53
F5	30
F6	22
F7	0
Total	355

Fitzgerald Plat Summary (Acreages)					
Plat Boundary	Lots/ Units	ROW, Common & Limited Common Area	Plat Open Space *	Req. Open Space **	Percentage Open Space *
53.62	16.71	22.97	13.94	0.00	26%

*Does not include additional open space around townhome buildings in Pods F1A, F1B, F3, & F4.
**No percentage of open space is required, Impact Fee instead - See MDA Fitzgerald Annexation



JORDANELLE RIDGE
FITZGERALD ANNEXATION
SUBDIVISION LAYOUT



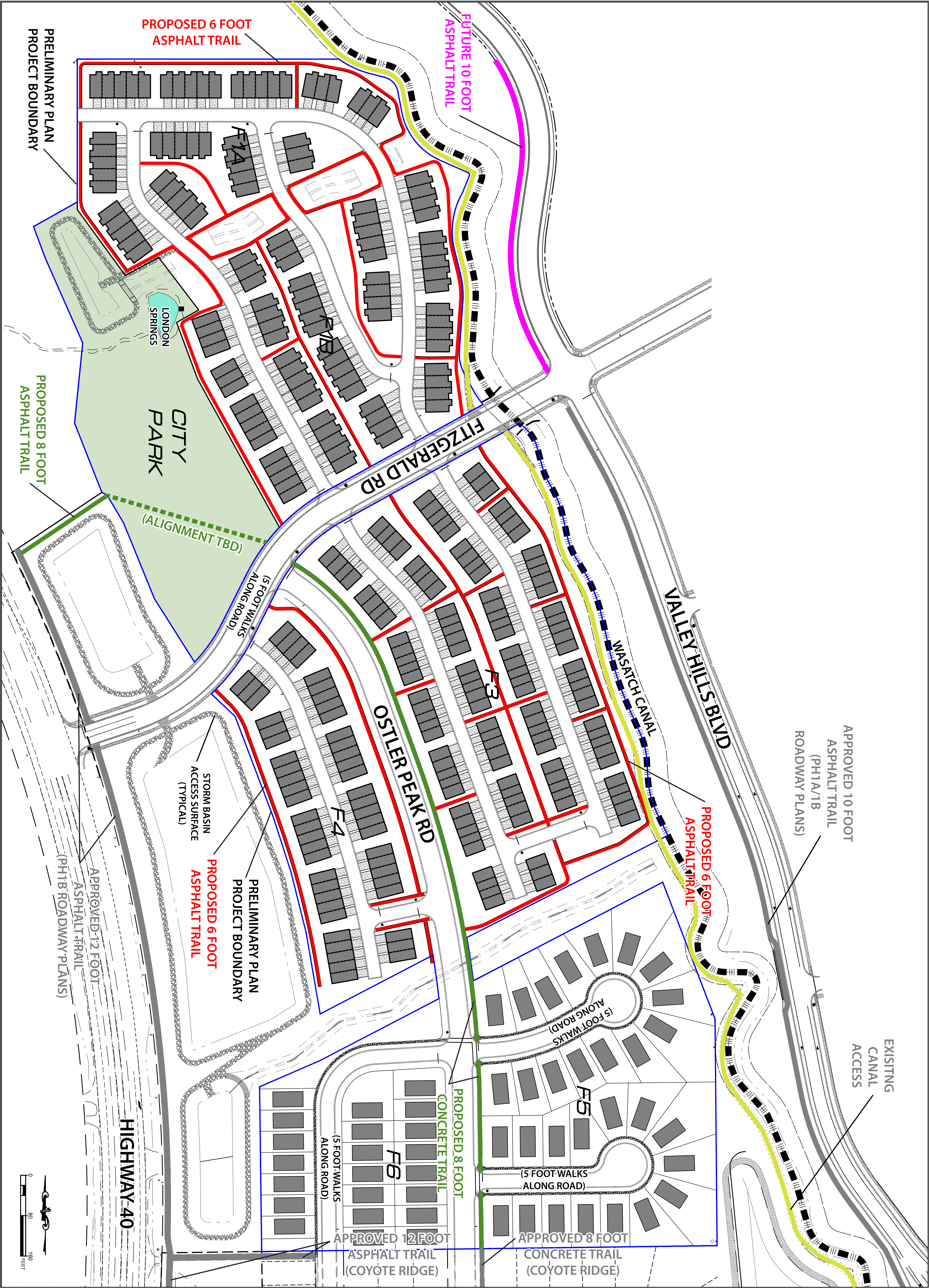
SHEET NUMBER
1
SCALE
HORIZONTAL: 1" = 80'
VERTICAL: 1" = 4'
JOB NUMBER
47-0117

CAUTION
The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

DATE SUBMITTED: 1/8/2024

PREPARED FOR: RAIN TREE

10421 S. JORDAN GATEWAY, SUITE 200, SOUTH JORDAN, UTAH 84005



0

80

160

FEET

1"=80'

1"=160'

SCALE

HORIZONTAL: 1"=80'

VERTICAL: 1"=160'

47-0117

JOB NUMBER

1

SHEET NUMBER



MOMENTUM

DEVELOPMENT GROUP

10421 S. JORDAN GATEWAY, SUITE 200, SOUTH JORDAN, UTAH 84095

JORDANELLE RIDGE

FITZGERALD PRELIMINARY PLANS

TRAIL PLAN

PREPARED FOR: RAIN TREE

DATE SUBMITTED: 1/12/2024

NO.	BY	DATE	REVISIONS

NOTATION

The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jordanelle REF Acquisition LLC
c/o Raintree Investment Corporation
10421 S Jordan Gateway Suite 200
South Jordan, UT 84032
Attn: Patrick Parker

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE UPPER
JORDANELLE MASTER PLANNED COMMUNITY

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (the "Amendment") is made by and between Jordanelle REF Acquisition LLC, a Delaware limited liability company ("REF"), as successor in interest to Holdings under the Master Development Agreement (defined below) and Heber City, a political subdivision of the State of Utah ("City"), with reference to the following facts:

RECITALS

WHEREAS, on June 24, 2020 a certain Development Agreement for the Upper Jordanelle Master Planned Community was executed by and between City and RE Investment Holdings, LLC, a Utah limited liability company ("Holdings"), for the development of approximately 8,288 acres of land, more particularly described on Exhibit A attached hereto (the "Property"), and recorded on July 28, 2020 as entry 481606 in book 1303, page 1632 of the official records of the Wasatch County Recorder (as amended or supplemented from time to time, the "Master Development Agreement"); all capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Development Agreement;

WHEREAS, on October 30, 2020, a certain Assignment of Development Agreement for the Upper Jordanelle Master Planned Community was executed by and between Holdings as assignor and REF as assignee, pursuant to which Holdings assigned to REF and REF acquired from Holdings all of the interests, privileges, and rights of Holdings under the Master Development Agreement, and recorded on November 2, 2020 as entry 487731 in book 1321, page 1398 of the official records of the Wasatch County Recorder.

WHEREAS, REF intends to add to the Masterplan 282 units and approximately 65.72 acres of land adjacent and contiguous to the Property and more particularly described on Exhibit B attached hereto (the "Additional Property").

WHEREAS, pursuant to Section 18 of the Master Development Agreement, REF and City desire to modify and amend the Master Development Agreement to include the Additional Property as part of the Property.

WHEREAS, REF has submitted the Modification Application to City and City has approved the Modification Application as provided for in the Master Development Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, REF and City hereby agree to amend the Master Development Agreement as follows:

1. Recital B. The approximate area of the Property as provided in Recital B shall be 8,353.72 acres.
2. Recital C. The number of Development Units as provided in Recital C shall be 6,052.
3. **Open Space.** The Additional Property shall be excluded from the Open Space requirements in Section 7 of the MDA.
 - a. Any open space dedicated in the Additional Property shall be counted toward the total open space requirement of 5130 acres.
 - b. As a condition of issuing a building permit for each dwelling unit within the Additional Property, the Owner of such dwelling unit shall pay \$2,500 per dwelling unit to the City for the purpose of preservation of the North Fields as illustrated in Exhibit C. The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for dwelling units constructed and operated as affordable housing.
 - c. Upon request of Heber City, Developer shall dedicate to Heber City, a 1.1 acre parcel for use as a fire station. If the location is not needed by the Fire Department, the parcel may be utilized at the discretion of the City for any other use.
 - d. The proposed park shall be dedicated to the public and preserve the New London Springs and be a minimum of 3.2 acres, plus another 1.6 acres for drainage and the frontage scenic buffer trail area.
4. **Development Concept.** Development of the Additional Property shall comply with the Concept Plans illustrated in Exhibits E through I.
 - a. **Moderate Income Housing.** Affordable Housing shall comply with Exhibit K.

- b. **Capital Facilities Plan.** Development of the Additional Property shall comply with the City's Capital Facilities Plan and Storm Water Design Manual, as currently adopted or as it may be amended in accordance with Section 4 of the MDA. Developer and Owner acknowledge and agree that in the event adherence to these policies, may affect the Development of the Additional Property, the Developer and Owner shall not be allowed to claim damages, takings or costs from or against the City.
 - c. **Heber Light & Power Facilities.** Developer is responsible to work with Heber Light & Power in transitioning power service from Rocky Mountain Power to Heber Light & Power.
 - d. **Highway Access.** Development of the Additional Property shall comply with UDOT's access management requirements on Highway 40.
 - e. **Trees.** Existing trees along Highway 40 shall be preserved or new trees planted along Highway 40 at a maximum spacing of at least one tree per 20 feet of frontage, spaced and located as per future landscaping plan.
 - f. **Wetlands.** Developer shall either conduct a wetlands delineation and preserve any wetlands or mitigate as per federal law, or issue to the City a letter of opinion from a qualified wetlands expert that no wetlands exist on the site.
 - g. **Irrigation Easement.** Final development plans shall dedicate an irrigation easement and maintain or construct a method of conveyance acceptable to downstream users, including but not limited to the North Fields Irrigation Company.
5. Section 16. Notices. Notice to the Property Owners is amended to include:

Jordanelle REF Acquisition LLC
c/o Raintree Investment Corporation
10421 S Jordan Gateway Suite 200
South Jordan, UT 84032
Attn: Patrick Parker
Email: pparker@raintree.us.com

6. Exhibit A. The Property description on Exhibit A of the Master Development Agreement is amended to include the property described on Exhibit B attached hereto.

SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

PROPERTY OWNER

Jaffa Lynch Investor Group LLC

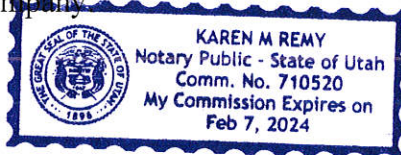
By: [Signature]
Name: MICHAEL LYNCH
Title: MANAGER

[Signature]
Scott Jaffa
MANAGER

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF Utah)
) ss
COUNTY OF Summit)

On the 6th day of February, 2023, personally appeared before me Karen M Remy, who being by me duly sworn, did say that he is the Manager of Jaffa Lynch Investor Group, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



[Signature]
NOTARY PUBLIC

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Legal Description of Parcels

0-0000-5244 OWC-0500-1-016-035
RE INVESTMENT HOLDINGS LLC Acres: 331.83

BEGINNING AT THE SW CORNER OF SEC 16 T3S R5E SLM: N0-28-24W 4458.16; S40-38-44E 359.11; S82-30-9E 1665.02; S54-0-35E 2199.87; S6-19-38W 970.48; S43-9-34E 715.13; S26-1-6E 799.53; S0-5-54W 210.27; S17-39-42E 267.5; S89-55-38W 4441.57 TO THE BEGINNING. AREA: 331.83 ACRES +/-

00-0007-6922 OWC-0460-0-004-035
RE INVESTMENT HOLDINGS LLC Acres: 300.00

BEG N 538 FT FR SW COR SEC 4, T3S, R5E, SLM; N TO NW COR SD SEC; E TO N1/4 COR; S TO S1/4 COR; W 1429.88 FT; N 538 FT; W1212 FT TO BEG. AREA: 321.02 ACRES LESS JDR-RA-7 21 ACRES RT A 214-349 NET AREA: 300 ACRES MORE OR LESS

00-0007-6997 OWC-0468-0-005-035
RE INVESTMENT HOLDINGS LLC Acres: 38.30

BEGINNING AT THE SW CORNER OF SEC 5 T3S R5E SLM: N0-0-17E 2145.32; S58-57-47E 867.03; S4-0-8E 950.02; S29-30-33E 862.24; S89-59-27W 1234.08 TO THE BEGINNING. AREA: 38.3 ACRES +/-

00-0007-7177 OWC-0486-0-008-035
RE INVESTMENT HOLDINGS LLC Acres: 277.36

BEGINNING AT THE SW CORNER OF SEC 8 T3S R5E SLM: N0-24-15W 5352.09; S89-51-45E 1185.58; S19-36-42E 3291.44; S28-5-47E 1398.42; S69-1-23E 574.98; S75-27-32E 810.17; S41-1-9E 767.28; S89-40-32W 4735.92 TO THE BEGINNING. AREA: 277.36 ACRES +/-

00-0007-7185 OWC-0487-0-009-035
RE INVESTMENT HOLDINGS LLC Acres: 640.00

ALL SEC 9, T3S, R5E, SLM. AREA: 640.00 ACRES

00-0007-7201 OWC-0489-0-010-035
RE INVESTMENT HOLDINGS LLC- Acres: 200.00

W1/2W1/2 & SE1/4SW1/4 SEC 10, T3S, R5E, SLM. AREA: 200.00 ACRES

00-0007-7219 OWC-0490-0-010-035
RE INVESTMENT HOLDINGS LLC Acres: 80.00

E1/2SE1/4 SEC 10, T3S, R5E, SLM. AREA 80 ACRES

00-0007-7227 OWC-0491-0-011-035
RE INVESTMENT HOLDINGS LLC Acres: 305.44

BEGINNING SW CORNER SEC 11 T3S R5E SLM: N.01°05'32"W.2852.99FT; N.89°56'41"E.168.23FT;
S.07°50'27"E.336.74FT; E.47.71FT; ALONG THE ARC OF A 325FT RADIUS CURVE TO THE RIGHT 103.35FT
(CHORD BEARS S.77°56'51"E.); S.68°50'09"E.87.42FT; S.69°26'33"E.16.19FT; N.19°57'56"E.75.12FT;
N.77°13'58"E.382.08FT; N.71°36'20"E.326.04FT; N.46°07'25"E.606.81FT; S.49°38'56"E.215.87FT;
N.71°10'16"E.38.49FT; S.50°52'03"E.128.44FT; S.55°16'25"E.580.85FT; N.85°02'50"E.853.51FT;
N.85°09'21"E.179.76FT; S.79°32'28"E.241.12FT; S.64°13'0"E.123.53FT; S.78°13'46"E.196.46FT;
S.63°28'13"E.190.24FT; S.51°12'58"E.150.56FT; S.74°11'45"E.131.03FT; S.65°41'25"E.182.39FT;
S.45°14'54"E.415.2FT; S.27°05'57"W.207.09FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE LEFT
100.5FT (CHORD BEARS S.66°36'42"E.); N.26°34'55"E.214.03FT; N.54°08'38"E.177.88FT;
N.65°59'48"E.169.12FT; N.74°53'17"E.97.11FT; S.02°32'49"E.2135.03FT; N.89°44'42"W.5353.64FT TO THE
BEGINNING. AREA: 305.44 ACRES+-

00-0007-7243 OWC-0493-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 402.23

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.89°29'38"E.5570.46FT; S.02°18'33"E.4972.05FT;
S.02°21'03"W.374.33FT; N.88°52'55"W.1387.27FT; N.01°58'27"W.2664.87FT; N.89°12'06"W.3849.93FT;
N.0°03'12"W.1421.69FT; N.19°08'51"W.1297.33FT TO THE BEGINNING. AREA: 402.23 ACRES +

00-0007-7250 OWC-0494-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 236.64

BEGINNING SW CORNER SEC 12 T3S R5E SLM: N.02°32'49"W.2135.03FT; N.74°48'27"E.75.8FT; E.213.19FT
N.0°03'36"E.486.22FT; S.89°12'06"E.3849.93FT; S.02°07'20"E.2665.93FT; N.88°54'38"W.4141FT TO THE
BEGINNING. AREA: 236.64 ACRES

00-0007-7268 OWC-0495-0-013-035
RE INVESTMENT HOLDINGS LLC Acres: 240.00

NW1/4; W1/2NE1/4 SEC 13, T3S, R5E, SLM. AREA 240 ACRES

00-0007-7284 OWC-0497-0-014-035
RE INVESTMENT HOLDINGS LLC Acres: 480.00

N1/2; SW1/4 SEC 14, T3S, R5E, SLM. AREA 480 ACRES

00-0007-7300 OWC-0499-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

E1/2 SEC 15, T3S, R5E, SLM. AREA 320 ACRES.

00-0007-7318 OWC-0500-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

W1/2 SEC 15, T3S, R5E, SLM. AREA: 320.00 ACRES

00-0007-7326 OWC-0501-0-017-035
RE INVESTMENT HOLDINGS LLC Acres: 650.87

BEGINNING S.850.41FT FROM NE CORNER SEC 17 T3S R5E SLM; S0-28-24E 4458.16; N89-52-59W 5421.52; N0-58- 51W 5245.32; N89-24-32E 4735.94; S41-6-53E 1123.52 TO THE BEGINNING. AREA: 650.87 ACRES +/-

00-0007-7441 OWC-0502-0-018-035
RE INVESTMENT HOLDINGS LLC Acres: 202.50

BEGINNING AT THE SE CORNER OF SEC 18 T3S R5E SLM: S1-11-28E 8.63; N45-15-2W 519.99; N19-45-7W 232.02; N38-14-58W 404.98; N3-0-15W 308; N59-29-28W 111.99; S52-14-49W 272; S90-0-0W 310.01; N40-59-55W 513; N26-30-10W 459; N10-29-57W 352; N12-14-56E 212.01; N40-59-49W 220; S89-35-45W 97.67; N41-10-38W 161.45; N9-30-12W 187.98; N20-0-2E 802.01; N45-30 -4W 175.02; N10-0-0W 136.79; S89-24-58W 589.27; N27-22- 53E 1497.57; N89-28-37E 1941.12; S1-11-28E 5268.92 TO THE BEGINNING. AREA: 202.5 ACRES +/-

00-0007-8522 OWC-0592-0-020-035
RE INVESTMENT HOLDINGS LLC Acres: 393.78

BEGINNING FROM THE NW CORNER OF SEC 20 T3S R5E SLM: S89-58-26E 5419.91; S0-49-30W 2621.22; S89-58- 28W 329.78; N1-52-43E 485.33; N84-7-24W 343.15; S13-6-57W 644.72; N88-55-23E 468.5; N1-53-11E 98.94; N89- 58-26E 329.84; S0-42-24W 2662.96; S89-29-11W 2710.95; N0-7-23W 3969.04; S90-0-0W 1519.42; S89-34-41E 11.13 N35-12-19W 583.28; N0-59-59W 148; N41-45-0W 585; S60-0-6W 71 N46-23-45W 458.17 TO THE BEGINNING. AREA: 393.78 ACRES +/-

00-0007-8548 OWC-0595-0-021-035
RE INVESTMENT HOLDINGS LLC Acres: 553.76

BEGINNING AT THE NORTHWEST CORNER OF SEC 21 T3S R5E SLM: N89-55-38E 4441.58; S7-14-4E 103.74; S47-0- 23E 714.95; S8-0-15E 729.71; S64-3-18E 170.26; S0-0-37E 3160.99; S89-27-18W 4190.34; S0-32-44E 697.33; S89- 48-43W 1119.93; N0-42-24E 2662.98; N0-49-30E 2621.21 TO THE BEGINNING. AREA: 553.76 ACRES +/-

00-0007-8555 OWC-0596-0-022-035
RE INVESTMENT HOLDINGS LLC Acres: 2.85

BEGINNING AT A POINT SOUTH 1386.87 FEET FROM THE NW CORNER OF SEC 22 T3S R5E SLM: S63-57-25E 448.55; S36-35-41W 673.33; N0-7-27W 737.53 TO THE BEGINNING. AREA: 2.85 ACRES +/-

00-0007-8571 OWC-0598-0-023-035
RE INVESTMENT HOLDINGS LLC Acres: 312.00

W1/2 OF SEC 23, T3S, R5E, SLM. AREA 320 ACRES. EXCEPT: 8 ACRES IN SW COR OF THE SEC. TOTAL AREA 312 ACRES

00-0007-8878 OWC-0616-0-028-035
RE INVESTMENT HOLDINGS LLC Acres: 34.06

BEGINNING AT THE NORTHWEST CORNER OF SEC 28 T3S R5E SLM: N89-53-29E 1188.48; S0-32-44E 1326.64; N89- 44-26W 1192; N0-23-46W 1318.93 TO THE BEGINNING. AREA: 34.06 ACRES +/-

00-0007-9017 OWC-0630-0-029-035
RE INVESTMENT HOLDINGS LLC Acres: 95.09

N1/2NE1/4 SEC 29, T3S, R5E, SLM. ALSO: BEG SE COR NE1/4NW1/4 SEC 29; E 20CH; S 0.66 CH; S49°20'W 16 CH; W 8 CH; N11.3 CH TO BEG. AREA: 96.00 ACRES (LESS OWC-0630-1, .10 ACRES) NET AREA: 95.9 ACRES +/-

00-0013-4879 OWC-0464-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 2.50

BEG W 1212 FT FR SE COR SEC 5, T3S, R5E,SLM; N 538 FT; E 202 FT; S 538 FT; W 202FT TO BEG. AREA: 2.50 ACRES

00-0020-6355 OWC-0491-B-011-035
RE INVESTMENT HOLDINGS LLC Acres: 53.12

BEGINNING S.89°55'22"E.463.43FT & S.1649.97FT FROM NW CORNER SEC 11 T3S R5E SLM:
S.89°55'22"E.802.37FT; S.45°0'0"E.161.56FT; S.55°28'57"E.218.94FT; N.60°0'0"E.171FT;
S.79°04'55"E.97.68FT; S.60°0'0"E.206.92FT; S.35°06'45"E.206.28FT; S.56°23'05"E.386.38FT;
N.78°51'18"E.274.65FT; S.88°29'43"E.277.57FT; N.66°41'32"E.155.27FT; N.54°41'24"E.155.27FT;
N.11°02'49"W.466.54FT; S.89°55'22"E.389.96FT; S.19°34'37"E.330.25FT; S.08°48'27"E.690.12FT;
N.79°32'28"W.304.84FT; S.85°09'21"W.179.76FT; S.85°02'50"W.853.51FT; N.55°16'25"W.580.85FT;
N.50°52'03"W.128.44FT; N.71°10'10"W.38.49FT; N.49°38'57"W.215.87FT; S.46°07'25"W.606.81FT;
S.71°36'20"W.326.04FT; S.77°13'58"W.382.08FT; S.19°57'58"W.75.12FT; ALONG THE ARC OF A 775FT
RADIUS CURVE TO THE RIGHT 16.19FT (CHORD BEARS N.19°57'58"E.); N.68°50'13"W.87.42FT; TO A POINT
ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325FT, ALONG THE ARC 103.35FT; W.47.71FT;
N.07°50'27"W.336.74FT; W.210.46FT; N.0°05'02"W.367.6FT; S.82°54'51"E.54.86FT;
N.66°53'46"E.556.65FT; N.39°42'47"W.163.14FT; N.11°19'05"E.35.86FT; N.40°03'22"W.13.72FT TO THE
BEGINNING. AREA: 53.12 ACRES +/-

00-0020-6356 OWC-0491-C-011-035
RE INVESTMENT HOLDINGS LLC Acres: 35.82

BEGINNING S.02°32'41"E.1649.99FT FROM NE CORNER SEC 11 T3S R5E SLM: S.02°32'24"E.1494.96FT;
S.74°53'17"W.97.11FT; S.65°59'48"W.169.12FT; S.54°08'38"W.177.88FT; S.26°34'55"W.214.03FT; ALONG
THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 100.39FT (CHORD BEARS N.66°36'42"W.);
N.27°05'57"E.207.09FT; N.45°14'54"W.415.19FT; N.65°41'25"W.182.39FT; N.74°11'45"W.131.03FT;
N.51°12'58"W.150.56FT; N.63°28'13"W.190.24FT; N.78°13'46"W.196.46FT; N.64°13'0"W.127.96FT;
S.78°33'26"E.68FT; N.08°48'26"W.690.12FT; N.19°31'46"W.36.19FT; N.69°21'25"E.167.44FT;
S.20°39'34"E.117.55FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 250.2FT (CHORD BEARS
S.44°33'05"E.); S.21°33'23"W.242.4FT; S.82°02'05"E.270.06FT; N.07°10'11"W.246.15FT; ALONG THE ARC
OF A 300FT RADIUS CURVE TO THE LEFT 141.44FT (CHORD BEARS N.69°19'28"E.); N.55°49'02"E.103.10FT;

ALONG THE ARC OF A 175FT RADIUS CURVE TO THE RIGHT 110.54FT (CHORD BEARS N.73°54'48"E.); S.87°59'27"E.77.25FT; S.0°42'27"E.239.69FT; S.79°44'04"E.241.91FT; S.64°08'49"E.207.91FT; N.39°49'20"E.99.6FT; N.04°03'42"W.220.13FT; N.20°19'19"W.244.88FT; N.89°59'56"W.178.03FT; ALONG THE ARC OF A 185FT RADIUS CURVE TO THE LEFT 190.03FT (CHORD BEARS N.78°58'13"W.); N.48°58'13"W.21.04FT; N.46°57'52"E.87FT; S.88°45'07"E.535.236FT TO THE BEGINNING. AREA: 35.82 ACRES +/-

00-0020-6357 OWC-0493-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 16.30

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.19°08'51"E. 1297.33FT; S.0°03'12"E. 1421.69FT; N.89°14'02"W. 309.46FT; N.02°32'37"W. 2645.72FT TO THE BEGINNING. AREA: 16.30 ACRES+/-

00-0020-6358 OWC-0494-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 3.36

BEGINNING N.2135.03FT FROM SW CORNER SEC 12 T3S R5E SLM: N.02°32'02"W.510.72FT; S.89°14'02"E.309.46FT; S.0°03'36"W.486.22FT; N.89°59'57"W.213.19FT; S.74°48'23"W.75.8FT TO THE BEGINNING. AREA: 3.36 ACRES

00-0020-8193 OWC-0468-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 51.61

BEGINNING AT THE NW CORNER OF SEC 5 T3S R5E SLM: N88-51-42E 5548.89; S0-4-16E 819.39; N74-59-55W 128.02; N81-16-35W 208.31; N75-21-42W 544.48; N89-10-16W 805.07; N31-24-17W 320.16; S58-35-20W 384.19; N82-47-13W 909; N7-14-7E 90; N82-45-56W 170; S7-14-8W 90; N82-45-5W 864.38; N83-30-13W 154.27; THENCE ALONG THE ARC OF A 2019.66 FOOT RADIUS CURVE TO THE LEFT 634.65 FEET (CHORD BEARS S86-2-2W); N86-59-52W 160.98; N86-59-56W 267.59; S48-0-2W 228.24; S71-59-30W 85; N0-0-19W 359.94 TO THE BEGINNING. AREA: 51.61 ACRES +/-

00-0020-8400 OWC-0468-4-005-035
RE INVESTMENT HOLDINGS LLC Acres: 558.57

BEGINNING AT A POINT SOUTH 522.25 FEET FROM THE NW CORNER OF SEC 5 T3S R5E SLM: N72-47-1E 360.13; N88-0-0E 261.35; N79-0-33E 142.14; THENCE ALONG THE ARC OF A 1909.66 FOOT RADIUS CURVE TO THE RIGHT 566 FEET (CHORD BEARS N87-58-31E); S83-31-17E 145.68; S82-44-59E 943.37; S82-45-3E 999.99; S18-0-7E 283.01; N63-59-59E 430.11; S82-44-58E 850.57; S65-16-42E 566.09; S81-0-22E 179; S70-45-53E 168.01; S0-1-53E 3781; S90-0-0W 404; S0-0-0W 538.97; S89-51-4W 404; N0-0-0E 538.97; S89-53-10W 807.97; S0-0-0W 538.97; N89-56-18W 548.91; S89-59-27W 2153.46; N29-30-33W 862.24; N4-0-8W 950.02; N58-57-48W 867.03; N0-0-16W 2784.17 TO THE BEGINNING. AREA: 563.57 ACRES +/- LESS OWC-0467-0, TOTAL AREA: 558.57 ACRES

00-0020-8401 OWC-0486-2-008-035
RE INVESTMENT HOLDINGS LLC Acres: 375.51

BEGINNING AT THE NE CORNER OF SEC 8 T3S R5E SLM: S0-13-58W 2612.85; S0-1-17E 2676.57; S89-41-30W 731.8; N41-1-9W767.28; N75-27-32W 810.17; N69-1-23W 574.98; N28-5-47W 1398.42; N19-36-42W 3291.44; S89-37-1E 4329.52 TO THE BEGINNING. AREA: 375.51 ACRES +/-

00-0020-8402 OWC-0501-1-017-035
RE INVESTMENT HOLDINGS LLC Acres: 7.14

BEGINNING AT THE NE CORNER OF SEC 17 T3S R5E SLM: S0-28-26E 850.42; N41-6-53W 1123.52; N89-41-30E 731.77 TO THE BEGINNING. AREA: 7.14 ACRES +/-

00-0020-8403 OWC-0500-2-016-035
RE INVESTMENT HOLDINGS LLC Acres: 308.17

BEGINNING AT THE NE CORNER OF SEC 16 T3S R5E SLM: S0-23-29E 5318.35; N89-56-54W 779.94; N17-39-42W 267.5; N0-5-54E 210.27; N26-1-6W 799.53; N43-9-34W 715.13; N6-19-38E 970.48; N54-0-35W 2199.87; N82-30-9W 1665.02; N40-38-44W 359.11; N0-28-25W 850.39; N89-50-16E 5229.09 TO THE BEGINNING. AREA: 308.17 ACRES +/-

00-0020-8404 OWC-0595-2-021-035
RE INVESTMENT HOLDINGS LLC Acres: 10.96

BEGINNING AT THE NE CORNER OF SEC 21 T3S R5E SLM: S0-26-43E 1386.86; N64-3-20W 170.26; N8-0-15W 729.71; N47-0-23W 714.95; N7-14-11W 103.74; S89-56-50E 779.93 TO THE BEGINNING. AREA: 10.96 ACRES +/-

00-0020-8405 OWC-0596-1-022-035
RE INVESTMENT HOLDINGS LLC Acres: 433.01

BEGINNING AT THE NORTHWEST CORNER OF SEC 22 T3S R5E SLM: N89-33-19E 2640.46; N89-33-18E 2640.4; S0-26-34W 2662.93; S0-26-34W 1693.08; N31-26-12W 4307.65; S90-0-0W 359.97; S0-0-0W 4626.28; S90-0-0W 1480; N10-33-6E 735; S89-47-56W 1275.66; N0-14-58W 1910.6; N0-42-41W 516.01; N36-35-42E 673.3; N63-57-14W 448.54; N0-7-28W 1383.62 TO THE BEGINNING. AREA: 433.01 ACRES +/-

EXHIBIT B
ADDITIONAL PROPERTY LEGAL DESCRIPTION

MULTIPLE PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AND COMBINED INTO ONE AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S00°41'51"E 1682.76 FEET; THENCE S89°15'31"W 1099.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) N01°51'18"E 4.30 FEET; 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2914.90 FEET, A DISTANCE OF 1428.78 FEET, A CHORD DIRECTION OF N12°11'14"W AND A CHORD DISTANCE OF 1414.52 FEET; THENCE N56°17'51"E 215.35 FEET; THENCE N21°30'13"W 147.69 FEET; THENCE N05°51'07"E 159.38 FEET; THENCE N23°50'00"W 184.00 FEET; THENCE N20°27'46"W 66.50 FEET; THENCE N60°41'37"E 99.44 FEET; THENCE N00°00'00"E 283.22 FEET; THENCE S89°59'36"E 1247.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE ALONG SAID EAST LINE S00°00'14"W 667.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 65.72 ACRES IN AREA

EXHIBIT C:
NORTH FIELDS

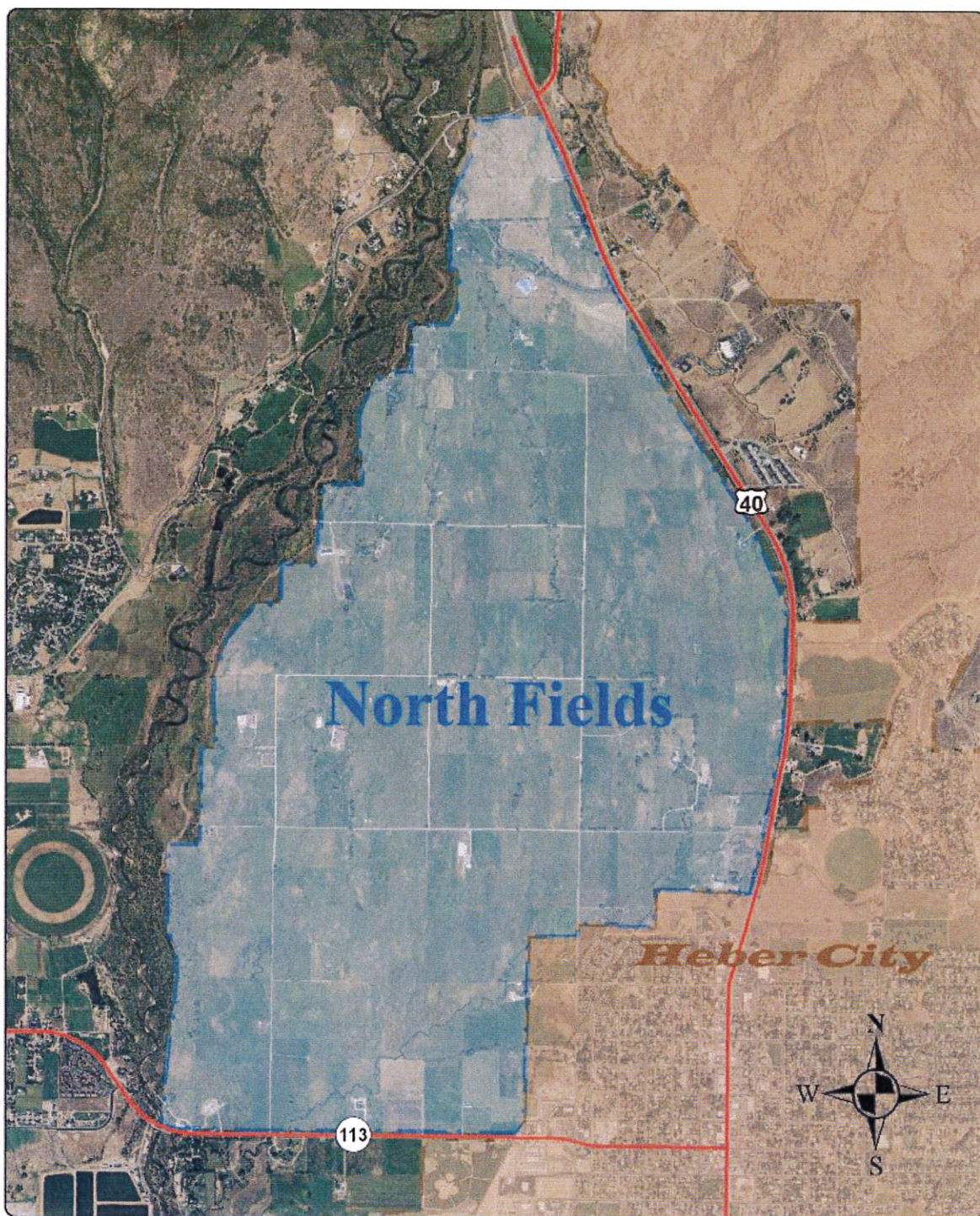


EXHIBIT D: CONCEPT PLAN

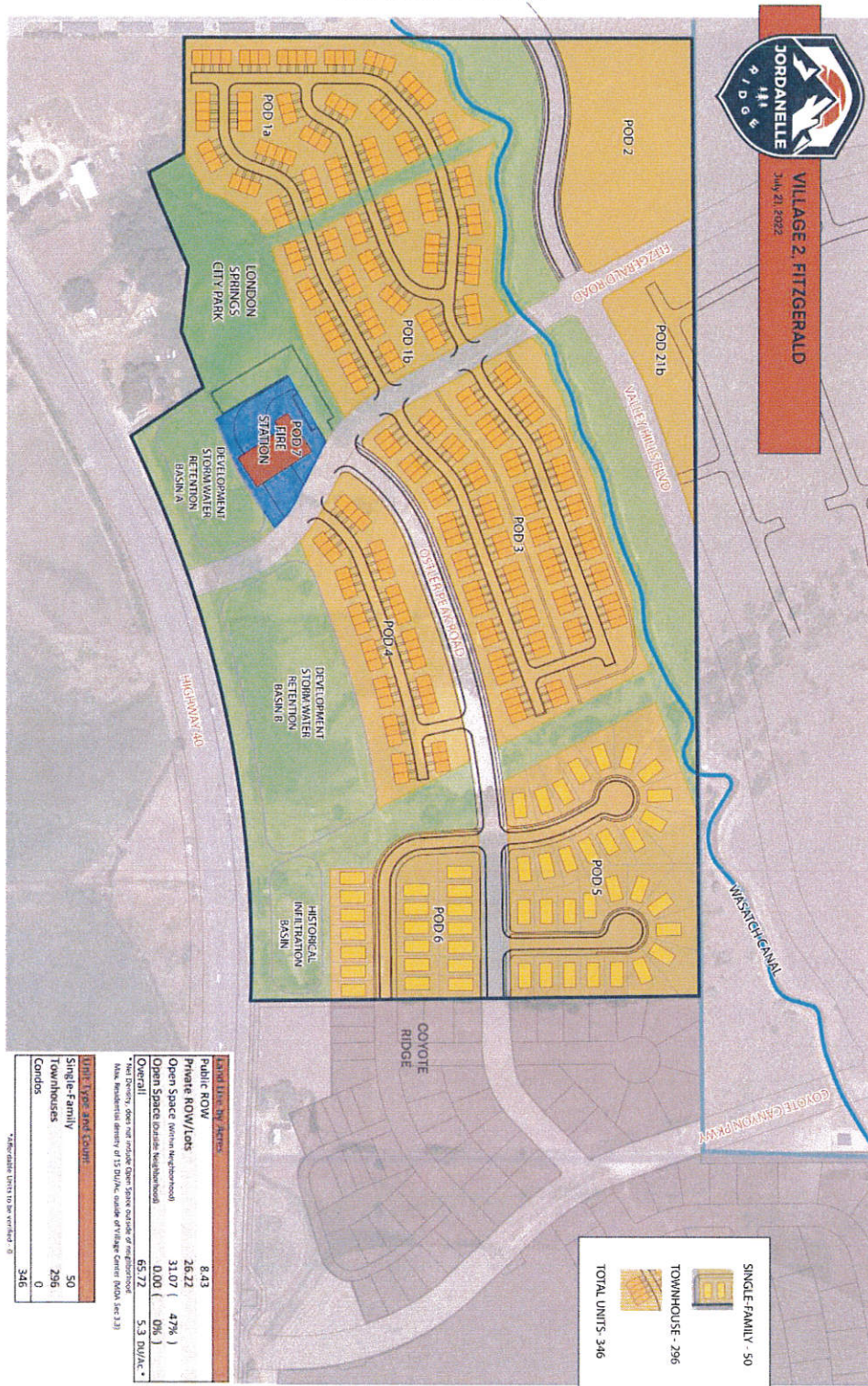
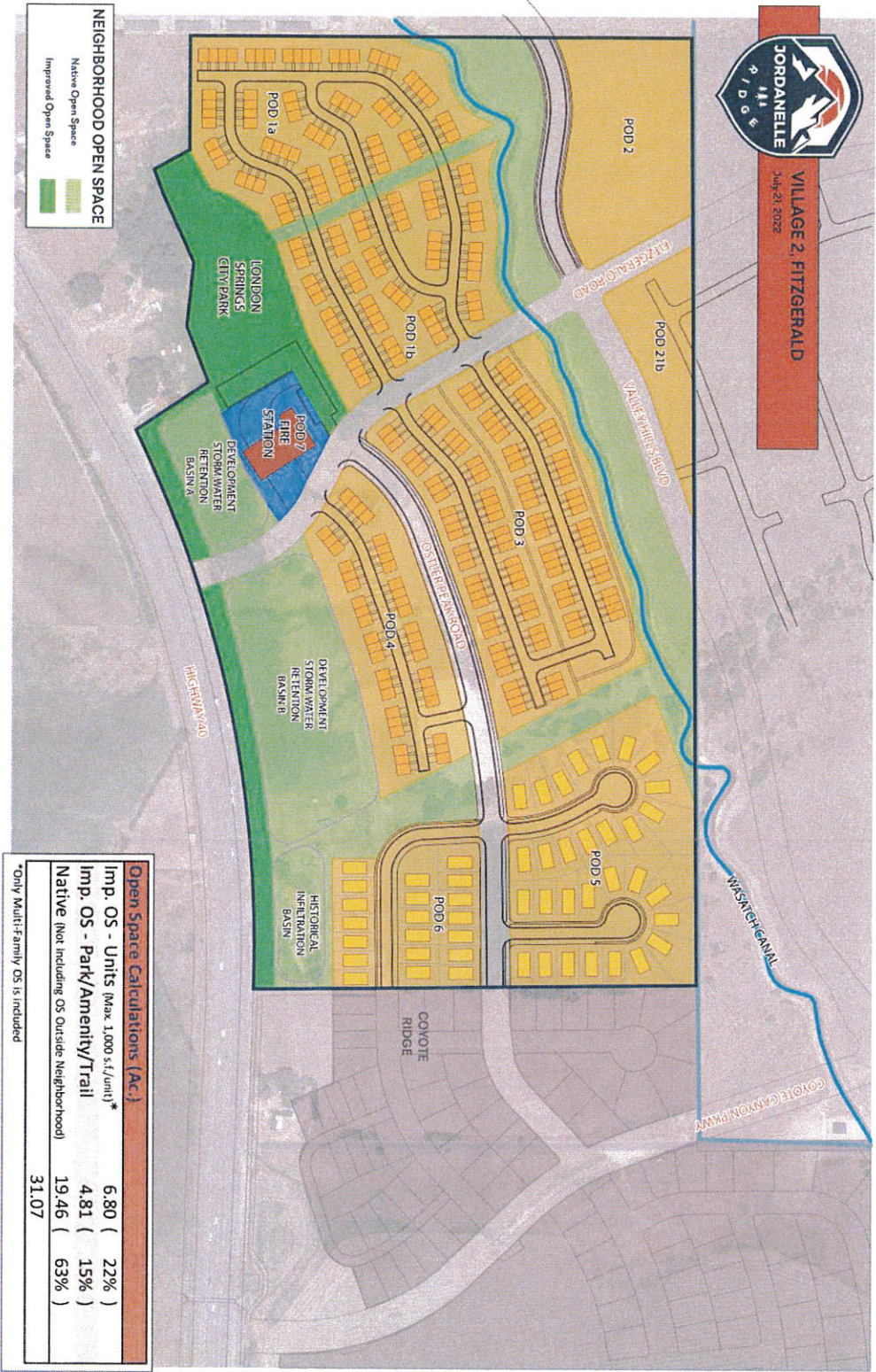


EXHIBIT E:
OPEN SPACE



[illegible]

JORDANELLE RIDGE

VILLAGE 2, FITZGERALD

July 22, 2022

POD 1a

POD 1b

POD 2

POD 2a

POD 3

POD 4

POD 5

POD 6

POD 7

LONDON SPRINGS CITY PARK

DEVELOPMENT STORM WATER RETENTION BASIN A

FIRE STATION

DEVELOPMENT STORM WATER RETENTION BASIN B

HISTORICAL INFILTRATION BASIN

HIGHWAY 40

COYOTE CANYON ROAD

COYOTE RIDGE

WASH CANYON

PHASING PLAN

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6
- Phase 7

EXHIBIT H: ROADS

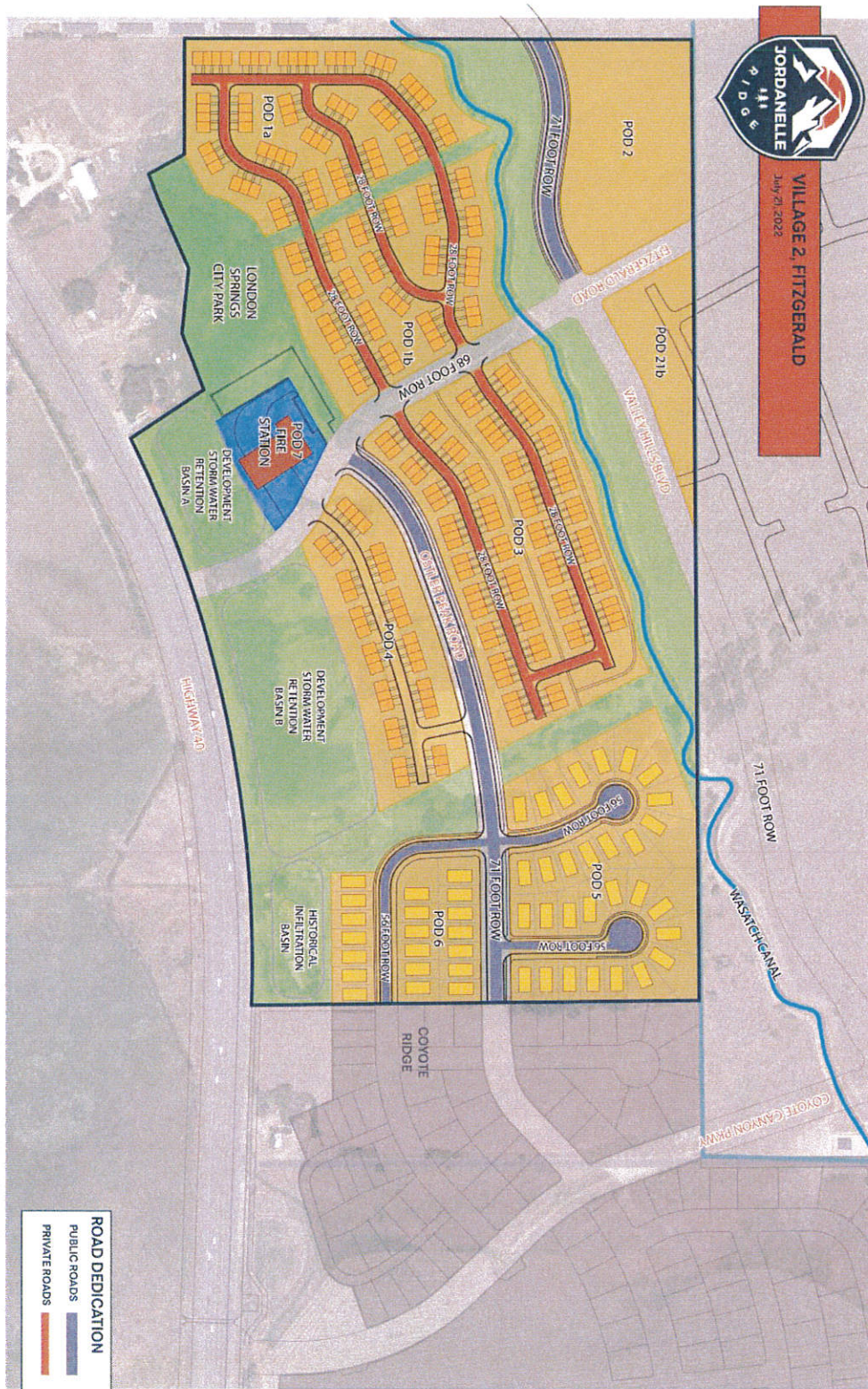


EXHIBIT I:
IRRIGATION

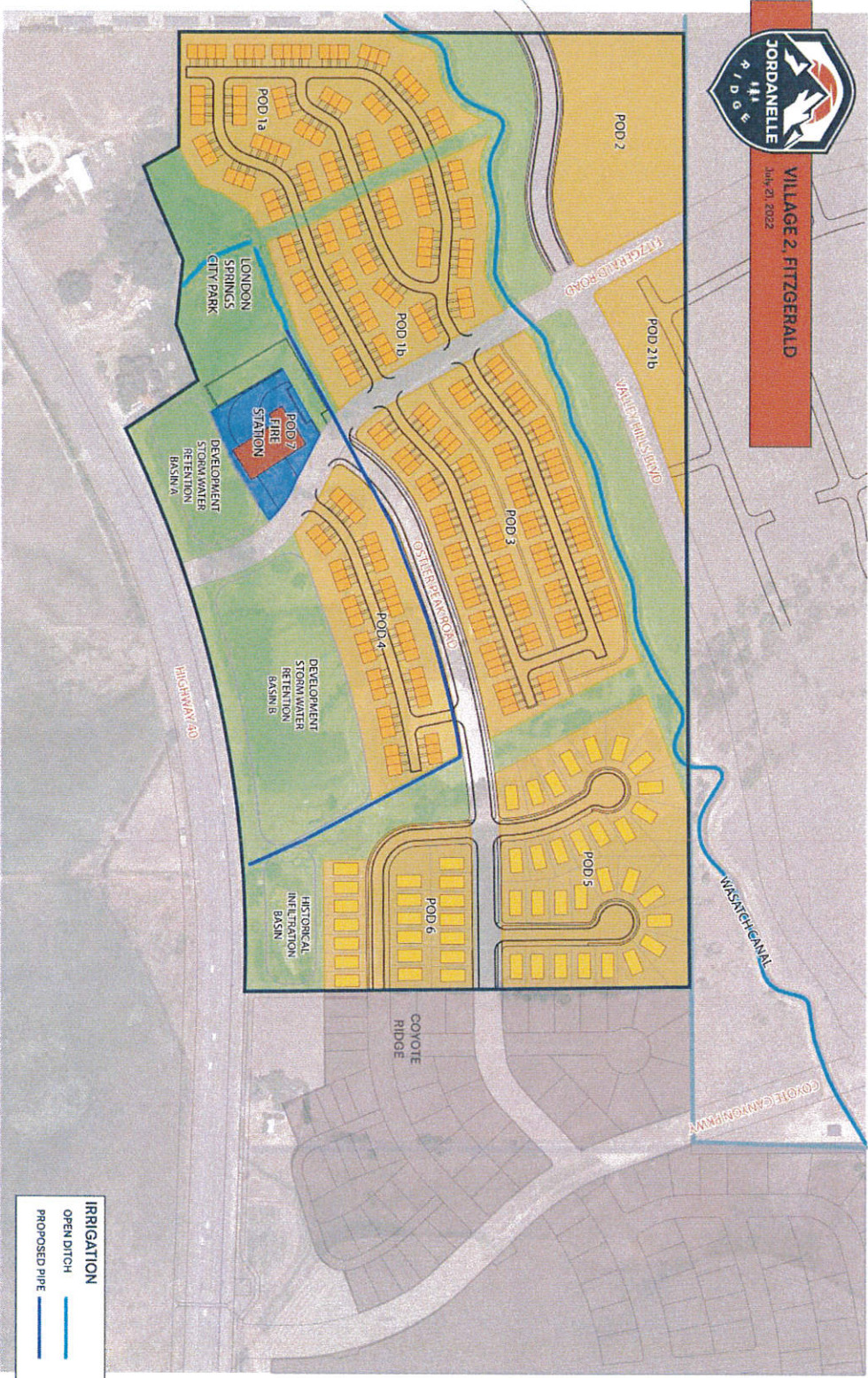


EXHIBIT J:
ENGINEERING LETTER



728 West 100 South
Heber, Utah 84032
435-654-2226

WWW.HORROCKS.COM

July 19, 2022

Heber City Corporation
Attn: Russell Funk P.E.
75 North Main
Heber City, Utah 84032

Subject: Fitzgerald Annexation - Engineering Review

Dear Russ:

Horrocks Engineers recently reviewed the submittals for the ±66-acre Fitzgerald annexation located north of Coyote Canyon Parkway and east of US40. The following items need to be addressed with any recommendation for approval and are subject to further amendment as additional information is brought to our attention and discussed.

General

1. An MDA or annexation agreement needs to be prepared prior to annexation approval. The agreement needs to specify that Heber City's Construction Standards and Specifications, and all Federal, State, and Local rules are to be followed for all development, including periodic updates and revisions to these standards. It also needs to outline specific circumstances relating to services, transportation, and any issues identified by the City during the annexation process.
2. Capital Facilities Plans (CIP) and impact fee analysis for the area must be completed. These are currently being prepared by the City and will show any major projects that will need to be constructed as part of developing this area, along with recommended impact fees. Potential impact fees include Streets, Storm Drain, Public Safety, Parks/Trails, etc. The annexation agreement will need to obligate the development to participate in the improvements and fees identified in these master plans once they are adopted.
3. Coordination will need to occur between the development and Heber City, North Village Special Service District (NVSSD), Wasatch County Fire District, Wasatch School District, Heber Light & Power, Central Utah Water Conservancy District (CUWCD), North Fields Irrigation, and other utility companies during the annexation and development process to ensure each entity's needs in the annexation area are planned for and addressed. The annexation agreement needs to include provisions requiring each entity to acknowledge their commitment and ability to provide their respective services and note any associated needs or conditions.
4. This annexation falls within the North Village Overlay Zone (NVOZ) and will need to follow the guidelines set forth in the overlay plan for development in the annexation area.
5. Easements or right-of-way dedications to the City for the Wasatch and Timpanogos Canals, trails, and public roads serving or running through the annexation area will be required.

Environmental

1. An Environmental report will be needed during Preliminary Design, identifying any environmental concerns or restrictions for development. The report will assess Historic Properties, Air Quality, Cultural, Water Quality, Wetlands, etc. as described in City Code 17.20.020.N.3
2. A Geotechnical report will be needed during Preliminary design, identifying, and providing recommendations on soil corrosiveness, permanent slopes, collapsible soils, landslides or other geological hazards, shallow groundwater, other soil concerns, etc. for the annexation area. The

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recommended pavement cross sections in the report need to include a cross section for public roads that considers the impact of construction equipment.

Streets

1. UDOT needs to be consulted during Preliminary Design regarding the Fitzgerald Road US40 access proposed for this annexation and respective development. All requirements of UDOT will need to be met, i.e. acceleration / deceleration lanes, right-of-way dedications, etc.
2. A traffic report will be needed during Preliminary Design consistent with Heber City's North Village Transportation Master Plan. Traffic volumes, stacking, access, and level of service issues with Hwy 40 need to be addressed.
3. Public roads shown in the proposed annexation concept plan are consistent with the Heber City's draft North Village Transportation Master Plan. Fitzgerald Road is shown as an east / west Minor Collector road running through the project. Ostler Peak is shown as a Major Local road and High Uintas Lane is shown as a Minor Local road running north / south. Right-of-way for these roads will need to be dedicated to the City at no cost.
4. The location of access points into the development and within need to be reviewed and approved by the City and Fire District during the development process.

Parks and Trails

1. Trails planned in the proposed annexation concept plan need to be consistent with the City Parks and Trails master plan. A 10-foot paved Community trail is needed along the east side of the Wasatch Canal. A Regional trail is needed on the east side, adjacent to US40. A connector trail is needed down the Coyote Canyon drainage to provide connectivity between the north / south trails. The easements, right-of-way, and/or encroachment permits for these trails need to be obtained and transferred to the City. Private trails also need to be determined with the Planning Department during the development process.
2. A 50 to 150-foot easement or property dedication is required along the east side of US40 for the trail and an open space buffer as required by the NVOZ.
3. The development proposed green space, park spacing, size, level of service, and amenities need to be approved by the Planning Department during the development process.

Storm Water

1. Storm water will be administered by the City in the public right-of-way. Private development will be responsible for storm water within the development. Storm water for public and private roadways need to remain separate unless the private development proposes to maintain the public systems. A storm water agreement needs to be developed during the development process, outlining storm water responsibilities of the City and of private development.
2. A storm water report will be needed during Preliminary Design that is consistent with the City's future North Village Storm Water Master Plan and Storm Water Design Manual. The report will need to show the proposed storm water collection and retention systems for developed flow and historical flow through the development. The study needs to include calculations for volumes, flows, discharges, etc. for the development.
3. Storm water within the annexation area will need to follow all Heber City policies and requirements and ensure that no downstream property owners are negatively affected. The City policies and requirements are anticipated to increase in the near future once the City is designated as an MS4 community.
4. Low Impact Development (LID) methods such as smaller, more frequent retention / detention facilities, biofilters, and hydrodynamic separators need to be incorporated into the design of the development.

5. It is anticipated that no developed flow discharges will be allowed to cross US40 into the North Fields to the west.
6. Any emergency overflow points along the Wasatch and Timpanogos Canal need to be identified and accommodated through the development to avoid flooding.
7. A 100-foot wide buffer easement to protect the existing major natural drainages is needed.
8. The proposed annexation concept plan does not address how the northern major historical drainage corridor will be handled. This drainage will need to be handled consistent with the requirements of the future North Village Storm Water Master Plan and Storm Water Design Manual. All major historic drainages will need to be restored or replaced with appropriate buffer zones.

Water and Irrigation

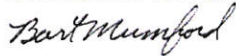
1. North Village Special Service District (NVSSD) will provide water and irrigation service to this area. The NVSSD Master Plans need to be reviewed during Preliminary Design and information provided, showing how the area will be serviced with culinary water. The District will need to confirm their ability and intent to provide water and irrigation service to proposed development through feasibility and will serve letters.
2. Water right acquisition and ownership must meet NVSSD requirements and policies. Evidence must be provided to Heber City that sufficient water rights are available to meet the needs of proposed development during the development process. Responsibility for water right change applications need to be determined. Any change applications must be approved prior to submission to NVSSD for development approval.
3. The London Spring is located within the annexation area. Portions of the London Spring ditch system run north and south through the middle of the annexation area. This ditch is the responsibility of the North Fields Irrigation Company and will require their approval for any proposed modifications.
4. Any existing wells in the annexation area need to be properly abandoned per state code.

Sewer

1. NVSSD will provide sewer service to this area. The NVSSD Sewer Master Plan needs to be reviewed and during Preliminary Design to demonstrate how the area will be serviced. The District will need to confirm their ability and intent to provide sewer service to the proposed development and annexation area through feasibility and will serve letters.
2. Any existing septic systems in the annexation area need to be properly abandoned and eliminated.

Please call our office with any additional questions or concerns regarding this project.
Sincerely,

HORROCKS ENGINEERS



Bart Mumford, P.E.

cc: Momentum Development
Heber Planning Department

Exhibit K: Fitzgerald Annexation Affordable Housing Requirements

- I. Low Income Housing Requirements.** REF shall comply or shall cause Developers and/or Sub-developers to comply with the City's adopted Affordable Income Housing Ordinance & Plan (Ordinance 2018-31), adopted August 16, 2018, which requires the Project to develop not less than 14 dwelling units of Low Income Housing in the Project. Low Income Housing units constructed within the Project, shall not be counted against the Development Entitlements approved for the Project pursuant to this Agreement. REF and the Developers and Sub-developers shall take into consideration any Low Income Housing units when planning and constructing infrastructure within the Project. REF shall reasonably disperse the Low Income Housing units throughout the Project. REF shall also be entitled to allocate any such Low Income Housing requirements to Developers and/or Sub developers as REF may elect.
- II.** Developer and the City shall follow and comply with any deed restrictions as outlined in the Affordable Housing Ordinance & Plan. Payment of a fee in lieu to fulfill the requirements of the Affordable Housing Ordinance & Plan is not an option, unless specifically agreed to by the City.
 - A. Allocation of Low Income Housing.** All Dwellings constructed as Low Income Housing in the Project shall be deed restricted and preserved in perpetuity for those income qualified at 60% of the Average Medium Income for Wasatch County, Utah. All Dwellings constructed as Low Income Housing in the Project and preserved in perpetuity for those income qualified at 60% of the Average Median Income for Wasatch County shall be "for sale" product.
 - B. Rights of First Offer.** With regard to the Low Income Housing Dwellings subject to the sixty percent (60%) AMI deed restriction, subject to the applicable parties thereto reaching agreement following good faith negotiations as to the specific terms pursuant to which a right of first offer is granted, REF shall grant or cause the applicable Developers and/or Sub-developers to grant to the following entities and their employees in descending order of priority a right of first offer to master lease or purchase, as applicable, Low Income Housing for sale to income qualifying households otherwise meeting the requirements of this Agreement: the City, the Wasatch County School District (the "District") and Wasatch County (the "County") and their respective districts and authorities. In the event the City, the District, and the County do not exercise their respective first rights, the applicable Low Income Housing Dwellings may be sold, as the case may be to members of the general public meeting the income qualification requirements. In the event the above entities or their employees do not elect to utilize this housing, such housing may be offered to the general public, provided their income qualifies for such housing.
 - C. Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes at REF.** Prior to final approval for the REF Development, and,

prior to transfer of ownership from Developer/ Owner of any Affordable Housing Units/ Homes, Developer/ Owner shall negotiate and enter into with the City a Deed Restrictions Covenant, (which shall be recorded with the Wasatch County Recorder), that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Units/homes at REF Development, Heber City, Wasatch County, Utah. Some of the terms of such a Covenant should include, but shall not be limited to the following:

1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.
2. The City shall forever retain the right to purchase all Affordable housing units, in perpetuity, pursuant to such a Covenant running with the land and units.
3. **Administration and Enforcement.** The City shall have the right to enforce the terms of such a Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Heber City Police Department shall be authorized to investigate certain affordable housing violations and to issue citations pursuant to applicable City Code and State Statute. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.
4. Each of the Affordable Unit Occupants shall occupy the Unit as a Primary Residence. Unless the City gives its prior written consent, each Unit Occupant shall not obtain, purchase, or otherwise acquire any other direct or indirect interest in real property while the Unit owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary if such trust's corpus contains any other real property.

5. **Resale of Unit.** The Unit Owner shall send Notice to the City of such Unit Owner's intent to sell the unit (the date of such Unit Owner's Notice to the City shall be the "Offer Date") and shall not Sell any interest in such Unit without written consent of the City.

- III. **Off-site Low Income Housing.** At the discretion of the developer, some or all of the affordable housing requirements may be met in partnership with the City to allow construction and location of affordable housing units off site on any available property whether owned by the City, third parties or other entities. The exact details of such an arrangement, if presented by the City and discretionally negotiated by developer, would be negotiated with the City at the time of development, if possible, and if the City has the property available at that time. It is the intent that such option would not reduce the developer's requirements below that required in this MDA.
- IV. **Timing.** At least 50% of the required Affordable Housing Dwellings shall be constructed no later than the construction of the first 30 percent of the Market Rate units. The full Affordable Housing requirement shall be completed no later than construction of the first 60 percent of the Market Rate units.



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Ordinance 2024-02 Updating the C-3 Commercial Zone, C-3 Design Criteria and Parking Regulations within the C-3 Zone
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

With the Envision Central Heber Vision adopted on September 5th, it provides guidance for several implementation efforts. The Vision suggests amending key zoning policies for implementation including the C-3 Zone Purpose and Objectives, C-3 Zone Uses and C-3 Zone Design Criteria. Other Vision suggested implementation zoning strategies will be addressed in 2024 as a follow up such as C-2 and C-4 zone updates, residential transition zone (a new zone) and infill strategies.

Recent discussions have also suggested eliminating the parking requirement for retail and restaurant uses and to establish a lower parking requirement for residential uses in the Downtown/C-3 zone.

In the City Council meeting on December 5, 2023, setbacks in relationship to Public Utility Easements (PUEs), for the C-3 zone (and other zones too, but those are not C-3 zone issues) were discussed by the Power Company and Public Works. Staff was asked to do some research in other communities that have dealt with this issue for some time. That research is included in this staff report and has resulted in slight changes to the proposed ordinance, and future changes to emphasize utility plans being conceptualized up front in the Permitted and Conditional Use Application Requirements chapter and the Subdivision ordinance.

This staff report is essentially the same, except for the discussion of utilities. Slight modifications to the last draft are included to modify the utility and parking issues, based on discussion at the City retreat.

RECOMMENDATION

Staff recommends approval of Ordinance 2024-02, adopting the update to the C-3 Zone and Parking Code with the suggested 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. Updates to the C-3 and parking chapters are being presented concurrently with the General Plan updates. In addition, People+Place will be trying to wrap up the general on-going ordinance updates by the end of the year.

Anticipated future ordinance work during 2024, includes:

1. Review the Flag Lots requirements and Frontage/Areas to increase housing flexibility for Central Neighborhoods
2. Review and update the Midway Lane Overlay District Update
3. Create a Downtown Transition Zone Overlay District
4. C-2 and C-4 Zone Uses/Design Standards Districts Update
5. Potential map changes to conform the zoning with the Vision
6. Potential Rezone of I-1 Zoned areas around 600 West

In a previous update 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 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 Lythgoe's sketch, currently housed in your "Design Guidelines". The concept promoted here allows the developer some design discretion/choices, except for the storefront requirements along Main Street, while assuring that the end result reflects historic design. From the many features shown in the sketch, the developer needs to pick at least 4. This is a staff suggested reduction after the input received in the Planning Commission's public hearing. This allows some flexibility and choice for the developer after incorporating storefront designs along Main Street.

The changes are limited to the C-3 zone. Partially this is due to the new noticing requirements (hopefully changing in the 2024 Legislative session) that require a mailed notice to all of 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/costly and the main priority of addressing what needs to be done in the C-3 zone could 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 during 2024.

Summary changes in the C-3 zone

1. Slight expansion of the chapter purpose
2. Added arts type uses, no drive-ins allowed (no policy change there), added Hotels back as CUP, restricted commercial parking so that private paid parking lots don't front on Main,

dropped hospitals out of the C-3, residential use on first floor not allowed on Main, corner plazas.

3. Front yard setbacks are suggested to be reduced to zero, in keeping with the historic pattern already established.
4. Many design features required covering storefront 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 and limits height around publicly owned land (City Park and City Hall areas)

Parking chapter change

Reduced the parking requirement for existing uses, even if a change of use occurs that could potentially increase parking demand. Expansions of existing uses and new uses must meet the standards for off street parking.

Public Open House input (October 11th)

An open house was held to allow for public input concerning the updates to the C-3 zone. Every property owner was sent a notice for the open house and for the public hearing on the 24th. Attendance was mostly from potential candidates for the upcoming election, planning commission members, the Mayor, and several property owners. General comments were supportive but focused on the following:

- The need for a parking garage to allow for more on-site development – an options analysis is in process from Zions Public Finance
- Should 100 East and West become one-way streets?
- Continue to allow the drive-up restaurants but the drive-up window not facing Main Street is reasonable
- Concerns about the chain store prohibitions, although the flexibility in the definition is greater than some other communities. Even with a more restrictive ordinance in Park City, one meeting participant said he sees many national/international chains on the PC Main Street.
- Will the requirement for at least 6 historic features (now changed to 4) from the Lane Lythgoe sketch (6 of 14 shown on the sketch) be enough to provide the historic flavor for new buildings within the C-3 zone? We may get some input from the State Historic Preservation Office, prior to the meeting.

DISCUSSION

The Planning Commission held a public hearing on October 24, 2023, and continued the discussion of the C-3 zone updates. The priority issues for discussion included: parking, materials, historic features, and chain store prohibitions. The following is intended to discuss those issues that the PC

discussed in greater depth to provide an understanding of their concerns, and the basis for their recommendation.

Parking

As previously discussed, the Parking ordinance is suggested to be amended to eliminate parking requirements for commercial uses and lower the requirements for residential use to one on-site parking space per unit. This suggestion is based on input from Roger Brooks so that more of the space on a lot can be devoted to buildings instead of parking lots. It is intended to be an incentive for development to occur in the Downtown.

An alternative was offered that places some burden on the development community to assist the City with the parking issue. Each development would be required to stripe an equal amount of parking, equal to what they normally would have been required, but limited to the block they face. The striping would occur on the adjacent street and would need to include street improvements where none exist (only the one side of the block). The Central Heber Vision did suggest that on-street parking could temporarily address the parking needs for development Downtown.

Longer term needs for an off-street surface parking lot or a parking structure are not actually a zoning responsibility. Recent contact with Zions Public Finance provided these financing options, for your information:

1. Best source, and most commonly used source for parking garages is tax increment (CRA generated).
2. City could issue sales tax bonds and make payments with parking garage fees
3. City could create a Special Assessment Area (SAA) but this is not likely as many property owners would likely object. The legal threshold to enact is having at least 60% of the property owners agreeing. If 40 percent object, it can't be created. Most City Councils would be hesitant to create a SAA if there were considerable objections (10%-20% perhaps)
4. Local Districts – Jonathan and I don't think you can legally create one for the purpose of building a parking garage. The State Code section (17B-1-202) describes the services allowed under a District. Our guess is that parking garages are not included because they aren't considered a "legitimate public service".
5. P3 partnership – a public entity can contract with a private entity to construct and maintain a particular service but the revenues would have to be sufficient to make it attractive to a private entity. I've seen this done with fiber, toll roads, hospitals, but haven't seen it done with a parking garage.
6. Business Improvement Districts – these are purely voluntary groups and have no legal powers to issue bonds or to require member payments from year to year.

Parking changes for the C-3 zone are only suggested for expansions of existing uses and new uses.

Materials

The following text is from the draft and includes some amendments since the hearing based on comments at the hearing:

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 an the side upper floor of a building or on the side or rear or upper floors façade. Where used they shall be sculpted to resemble brick, and/or sandstone blocks.

The above changes would assure the integrity of storefront design on the first floor and allow more flexibility on upper floors. The updated draft includes the above language.

Historic Features

Historic features are insured in two ways. The first is a basic requirement for first floor storefront design along Main Street. This includes windows at 50% of that first floor face, transom windows above, and a bulkhead below. The second means of assuring historic design, is to choose 4 features from the Lane Lythgoe sketch, not including the three required items above. This provides the developer the ability to choose the features that they want to incorporate into the building, instead of dictating everything. The 4 feature requirement is a reduction from the previous draft where 6 were suggested.

Chain Stores

Again, this is Roger Brooks' suggestion. The definition that was reviewed is a more flexible version of Park City's chain store definition. Several have noted that Park City may not have been following this definition in recent years. Checking on Midway, it appears that their architectural design requirements have prevented most chains from locating there. A "chain store" definition is not found in their definitions chapter.

One could imply from the above that if we have the historic design, that in and of itself could prevent or limit chain stores from locating there. There are also arguments to be made that some chain stores can benefit the community and the prohibition could prevent some desired stores from locating in Heber. It may be logical to postpone the chain store decision for a future discussion. The Planning Commission recommended letting the historic design requirements control the chain store interest in locating in Downtown.

Just making "chain stores" a conditional use is ***not an option***. Conditional uses are administrative uses and if they meet the standards of your ordinances, and mitigate any actual detrimental effects, they should be approved.

Restaurants with Drive-up windows

As this draft has progressed, the idea of allowing restaurants with drive-up windows has been debated back and forth. The current adopted version of the C-3 zone does not allow them and that policy is maintained in the attached draft. Drive-ups would be allowed in the other "C" zones.

Utilities/Public Utility Easements

Although there are issues with where to place the required utilities in other zones in the City, the C-3 zone, which is the historic downtown zone, has the most complexity. The recently adopted Vision suggests the buildings be located as they have been historically, up close to the right-of-way (ROW). This causes some difficulties in placing utilities in convenient locations within the ROW, where major excavations may be needed in the case of repairs, maintenance, or service upgrades. This is a common issue for most downtowns that usually have a similar form, with buildings located adjacent to the ROW.

The City Council asked the staff to do some research on how other communities handle their utilities. We communicated with the planning and engineering staff at Daybreak, Brigham City, and with the Planning Director in Logan. Summaries of those conversations are provided below:

Daybreak – a “new” community with essentially one property owner in their Soda Row downtown.

- Soda Row: utilities can be placed in rear alleys. Alleys and parking lots are excellent locations for utilities
- Soda Row: has 5-10’ setbacks which create some utility flexibility but was designed for overhangs and door swings to occur on private property
- Gas company lines are under sidewalk. Gas is recommended be 10’ from any structure, but some communities are ok with 1’.
- Power: spacing 5’ from any structure
- Gas and power must be spaced from each other
- Downtown context requires more thought for box placement – due to the ownership situation, many above ground boxes are back in parking lots
- Residential: varies a lot
- No underground vaults – with their flexible locations they are not needed
- Road cuts: pavement index condition: mill and overlay
- City doesn’t want or allow the big boxes (and developer) doesn’t want boxes along street – pushed to interior locations
- Development in Daybreak has a lot of flexibility; communication is key to solutions

Brigham City – UDOT owned Main Street but side streets in their historic downtown include buildings up next to the ROW

- Case by case utility placement decisions in their historic downtown. No standardized system – need creative solutions.
- Utilities permitted in right of way but prefer to not be under asphalt.
- Main Street-flexibility with utilities. Look for other locations, especially alleys of which they have quite a few. Their alleys have easements but are generally private.
- Back alleys can have overhead power. Some areas with utilities are not really alleys – just parking lots in the back of buildings. This includes some of the government properties.

- Residential zones are moving toward a 15' PUE.

Logan – Discussed the Main Street historic area, including Center Street, a destination street with many activities. The emphasis in Logan is on form - getting the downtown design the best it can be with buildings adjacent to the ROW and wide sidewalks, street furniture, landscaping, lighting.

- No above ground utilities allowed
- All utilities are in the ROW and that is their preferred location
- Vaults are used extensively
- Center street has very wide sidewalks(about 20') and only one lane in each direction with diagonal parking on both sides of the street that shifts to parallel parking at intersections
- They prioritize the form (downtown design) they want to achieve over the convenience of utility placement

Conclusions

1. Gas can go underneath the sidewalk. Don't allow dry utilities in the street pavement.
2. Put power in the back as often as possible or to the side of buildings, not out front. Alleys become more important.
3. Use back alleys for overhead power or underground power whenever possible
4. Power can be overhead in some cases
5. Need flexibility in the core downtown area and seek flexible solutions including the use of alleys, parking lots, side yard easements, underground, etc.
6. Don't allow utility boxes between street and buildings. Place in locations out of the ROW or underground. Keep the above ground "boxes" out of the clear view areas for intersections and driveways
7. Involve power company and other utilities at the concept plan stage to assess needs for upgrades and determine what infrastructure will be needed.
8. Review front setbacks in other zones in the City to assure more convenient, consistent utility locations. The C-3 historic downtown area is more complicated for utilities than other areas of the community.
9. Update the Permitted and Conditional Use Application chapter, Subdivision ordinance, and Standard Specifications (engineering) to address PUEs more clearly.

To some extent this conversation suggests that emphasizing the establishment of the alleys as suggested in the Vision, should be a priority in the C-3 area.

FISCAL IMPACT

Potential to incentivize growth in the Downtown. Funds for processing and drafting are already available from the Downtown and ordinance update processes. Zoning ordinance updates are only one part of the Vision – there are many capital projects needed to meet the Vision.

CONCLUSION

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

ALTERNATIVES

The Planning Commission’s public hearing draft is included as Exhibit 2 to provide additional context concerning their deliberations. Parking alternatives that the PC reviewed are shown as exhibit 3. A clean version of the C-3 zone, incorporating the PC’s recommendation and recent updates is included in Exhibit 1 and includes the final parking recommendation.

1. Approve as proposed
2. Approve as amended in the meeting
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 – Staff Recommendation

I move to **approve Ordinance 2024-02 adopting the proposed C-3 Zone Updates**, with the findings and conditions as presented in this staff report.

Alternative 2 – Approve as Amended from discussions in the meeting

I move to **approve Ordinance 2024-02 adopting the proposed C-3 Zone Updates**, with the findings and conditions as presented in this staff report, with the following changes:

Alternative 3 – Continue

I move to **continue** the item to another meeting on , with direction to Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 – Deny

I move to **deny Ordinance 2024-02 adopting the C-3 Zone Updates** with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2024-02 C-3 Updates
2. Exhibit 2 PC Version
3. Exhibit 3 Parking Options

ORDINANCE NO. 2024-02

**AN ORDINANCE ADOPTING UPDATES TO THE C-3 COMMERCIAL ZONE, C-3
DESIGN CRITERIA AND PARKING REGULATIONS WITHIN THE C-3 ZONE.**

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Chapter 18.28 C-3 Commercial Zone is amended and Section 18.72.100 is adopted as set forth in Exhibit A, attached hereto and incorporated herein.

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

If any provisions of the Heber City Code heretofore adopted are inconsistent herewith they are hereby repealed.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY
COUNCIL this _____ day of _____ 2024.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date:

Exhibit A

18.72.100 Parking Requirements in the C-3 Zone

There shall be no parking requirement for existing building floor area in the C-3 Zone, even if a change of use occurs that increases parking demand within the existing floor area. Expansions to existing floor area and new buildings shall meet the standards for off street parking (chapter 18.72).

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. 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 variety of uses readily accessible to all parts of the City and surrounding region and where business, 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
Arts and arts-related uses, including the crafting of products for sale		P		
Caretaker dwelling	P	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	The Main Street-facing ground floor is required to be non-residential
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	
Private Instructional Studio - Artist, Photography, Dance, Music, Drama, Health, Exercise	P	P	P	May include retail sales
Commercial Complex	C		C	
Hotels	C	C	C	See section 18.28.040 for additional standards
Commercial parking lots and/or parking structures as a singular use	C	C	C	Not allowed within 100' of Main Street in the C-3 zone
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 artistic welding in the C-4 zone (no sheet metal shops).
Warehouses, trucking, and associated storage buildings	C			Truck parking and outside storage are not allowed within 60 feet of any public street
Hospitals	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			
Attached Residential Developments (3 units and up)		P		Shall not occupy ground floor facing Main Street except for residential entrances and amenities.

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 Design Standards and Guidelines. In the C-3 zone, a 0 (zero) foot front setback is required.

- B. **Dry Utilities (power, communication, gas).** In the C-3 Zone where an intentional street wall is required, dry utility placement shall occur in the public Right of Way or through negotiated locations such as an alley or a public utility easements (PUE) on private property. A determination of the best locations for utilities shall occur during the application process with an application requirement for a conceptual utility plan as part of that process. No above ground utilities, especially utility boxes shall be placed in the clear view of an intersection or driveway. Any above ground utilities shall be located in an easement (PUE) behind the front face of the building, and preferably to the rear of the building.

- C. **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 F, including sills, windowpanes, and a sash.

- D. **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 an upper floor of a building or on the side or rear façade. Where used 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.

- E. **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.

F. **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 and incorporate within the building design:

1. C-3 Zone. At least 4 of the historic features, over and above any required features.
2. Storefront, Bulkhead, and Transom Windows are required as per section B above.

ANATOMY OF A MAIN STREET BUILDING:

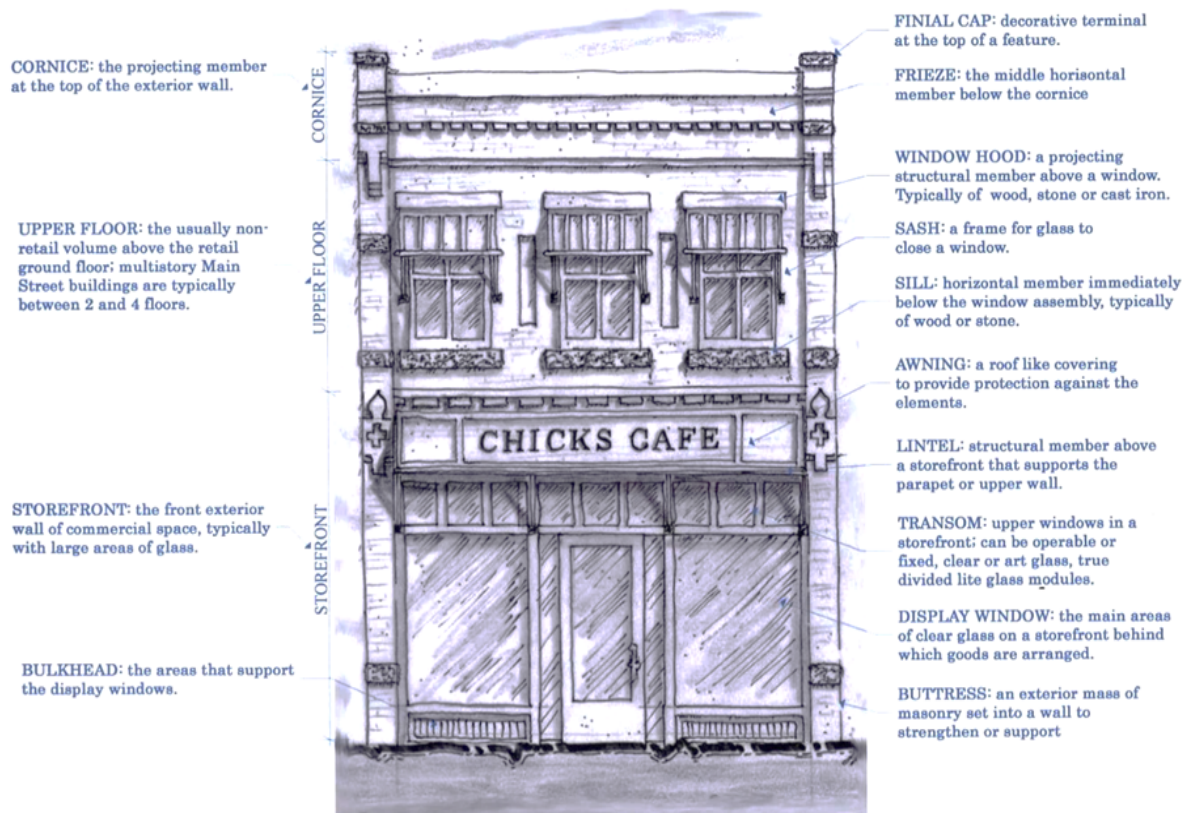


Figure 1 Sketch courtesy of Lane Lythgoe

G. **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:

1. 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.

2. The ground floor facing a public ROW shall encompass retail or restaurant uses to a minimum depth of 20’
3. 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.
4. 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.
5. Exterior additions shall be reflective of the historical character/style of the original building.
6. All adaptive reuse proposals shall be processed as permitted uses.

H. **C-3 Zone 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.

I. **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.

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.

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.

J. **Open Space and Plazas.** 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.

1. 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:
 - a. At least 50% of the plaza’s perimeter that does not front on vehicular right-of-way shall be lined by building frontages.
 - b. Fully enclosed permanent structures are not permitted.
 - c. Playgrounds are not permitted.
 - d. Minimum pervious surface = 30%
 - e. Must include seating, shade structures, and one tree (2-inch caliper minimum) per 800 sf of plaza area

- f. 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.
2. **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:
 3. 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.
 4. 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.
 5. 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.
- K. 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.
- L. In the C-3 zone, height shall be a maximum of three stories without a stepback, and shall not exceed 46 feet 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.
- M. In the C-3 zone, buildings over two stories shall include stepbacks between the second and third stories when adjacent to publicly owned properties.
- N. In the areas on the west side of 100 West and the east side of 100 East, no building shall be taller than three stories.
- O. 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.
- P. In the C-2 zone, buildings may be increased to 5 stories with a stepback included and affordable housing is included.
- Q. 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.
- R. 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 some parking requirements have been reduced.
- 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

(PC's public hearing version)

18.28 Commercial Zones

18.28.010	Purpose and Objectives
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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	<u>P</u>	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

LAND USES	C-2	C-3	C-4	Limitations
				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			
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	<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	€	C	
Enclosed Temperature Controlled Storage Units	C			Shall include commercial uses unrelated to the storage function on the street-facing facade

LAND USES	C-2	C-3	C-4	Limitations
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 sections L-O 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 D, including sills, windowpanes, and a sash.

C. 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 **an the side upper floor** of a building **or on the side** or rear **or upper floors** **façade**. **Where used** 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.

D. 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.

E. 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 and incorporate within the building design:

C-3 zone – at least 4 of the historic features, over and above any required features.

ANATOMY OF A MAIN STREET BUILDING:

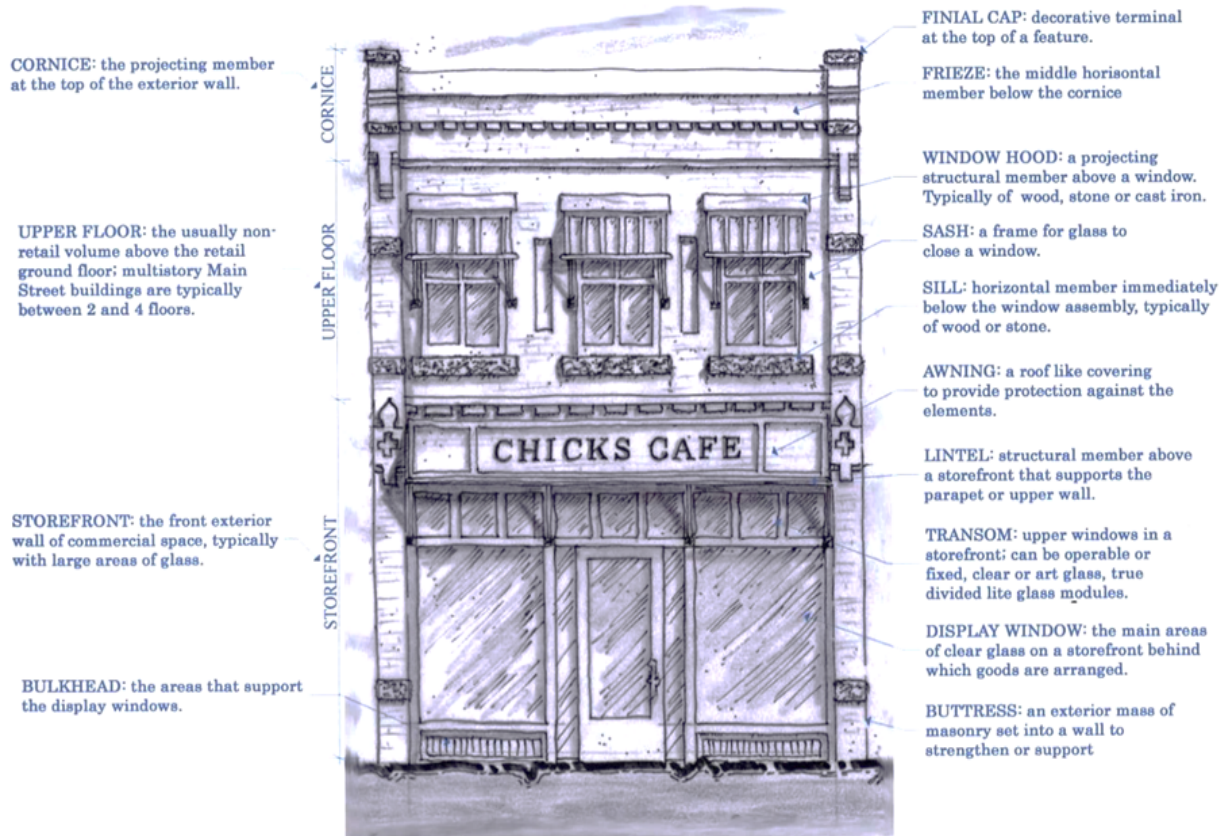


Figure 1 Sketch courtesy of Lane Lythgoe

Storefront, Bulkhead, and Transom Windows are required as per section B above.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. In the C-3 zone, buildings over two stories shall include stepbacks between the second and third stories when adjacent to publicly owned properties.

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

O. 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:

- a. 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.
- b. If it is a mixed-use building.
- c. If the building design includes a step back of a least ten feet between the second and third stories.

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

Q. 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.

R. 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 some parking requirements have been reduced.
- 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 3

(PC's parking alternatives)

18.72.100 ~~Reserved~~ Parking Requirements in the C-3 Zone

Given the availability of on-street parking and existing parking lots, new commercial uses and existing commercial use expansions are not required to provide any on-site parking. Residential uses, whether configured in mixed-use buildings or single purpose buildings shall provide at least 1 off-street parking space per unit. Complete street improvements are required, that may include pavement, curbs, gutters and sidewalks, as per the Standards and Specifications for such streets.

There shall be no parking requirement for existing building floor area in the C-3 Zone, even if a change of use occurs that increases parking demand within the existing floor area. Expansions to existing floor area and new buildings shall meet the standards for off street parking (chapter 18.72).



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Permitted and Conditional Use Amendment to the BMP (Business and Medical Park) Zone
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Recently the City was approached by Aaron Gabrielson of Redmond Salt, who requested the City look at updating the permitted uses in the Business & Manufacturing Park Zone (BMP).

The Planning Commission reviewed the amendment to the uses and added two new uses, Tattoo Parlors and Pawn Shops.

The policy question before the City Council is:

- Should the City approve the proposed use amendment to the BMP Zone?

RECOMMENDATION

Staff recommends the Council adopt Ordinance 2024-04

BACKGROUND

The proposed amendment adds the following permitted uses to the BMP Zone.

- Dance studios, and cheerleading, gymnastics and tumbling schools
 - Personal Care Services such as barber shops, beauty salons, nail salons, diet and weight reducing centers, aesthetician, tanning, and massage therapy
 - Health related services including home health; medical offices such as mental health, physical therapy, chiropractors, massage therapy, dentists, optometry, occupational and speech therapists, audiologists and podiatrists
 - Pet Services such as grooming, training (not including pet kennel/boarding)
-

- Boutique Food Retailers (30,000 square feet max; Convenience Retailers prohibited)

The proposed amendment adds the following conditional uses to the BMP Zone.

- Indoor pet kennel/boarding (Outdoor Kennels are prohibited)
- Tattoo & Pawn Shops (The display and sale of all merchandise must occur within a structure)

The proposed amendment adds the following limitations to uses permitted in the BMP Zone.

- For retail, the display and sale of all merchandise must occur within a structure.
- Manufacturing, processing, assembly and fabrication must occur within a structure

DISCUSSION

The purpose of the Business/Medical Park Zone (BMP) is to provide an attractive environment for offices, medical facilities, research facilities, environmentally appropriate light manufacturing, fabrication and assembly uses, and similar uses. This zone is intended to ensure compatibility of new development with the surrounding land uses through standards that provide an open campus-like setting with attractive buildings, park-like grounds, and other appropriate amenities supporting the community and anticipated employees.

When originally put into place, the BMP Zone prohibited retail uses. The BMP Zone has changed over time to include more service, retail type uses, medical and sports related uses, in response to the placement of the County Recreation Facility within the BMP Zone.

FISCAL IMPACT

There is no fiscal impact to the adoption of this ordinance.

CONCLUSION

The use updates add additional uses to the zone that are consistent with the purpose of the BMP Zone.

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: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. M&BP Zone Update - ORDINANCE 2024-04
2. BMP Uses

ORDINANCE NO. 2024-04

AN ORDINANCE AMENDING THE PERMITTED AND CONDITIONAL USES IN THE
BMP ZONE

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Section 18.46.030 Business/Medical Park Zone Permitted Uses is amended as set forth in Exhibit A, attached hereto and incorporated herein.

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

If any provisions of the Heber City Code heretofore adopted are inconsistent herewith they are hereby repealed.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY
COUNCIL this _____ day of _____ 2024.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date:

EXHIBIT A

18.46.030 Permitted and Conditional Uses

To accomplish the objectives and purposes of this title and to stabilize and protect the essential zone characteristics, the following uses are allowed the BMP zone:

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. See Chapter 18.70 - Conditional Uses

B. If a use is not specifically designated below, then it is prohibited.

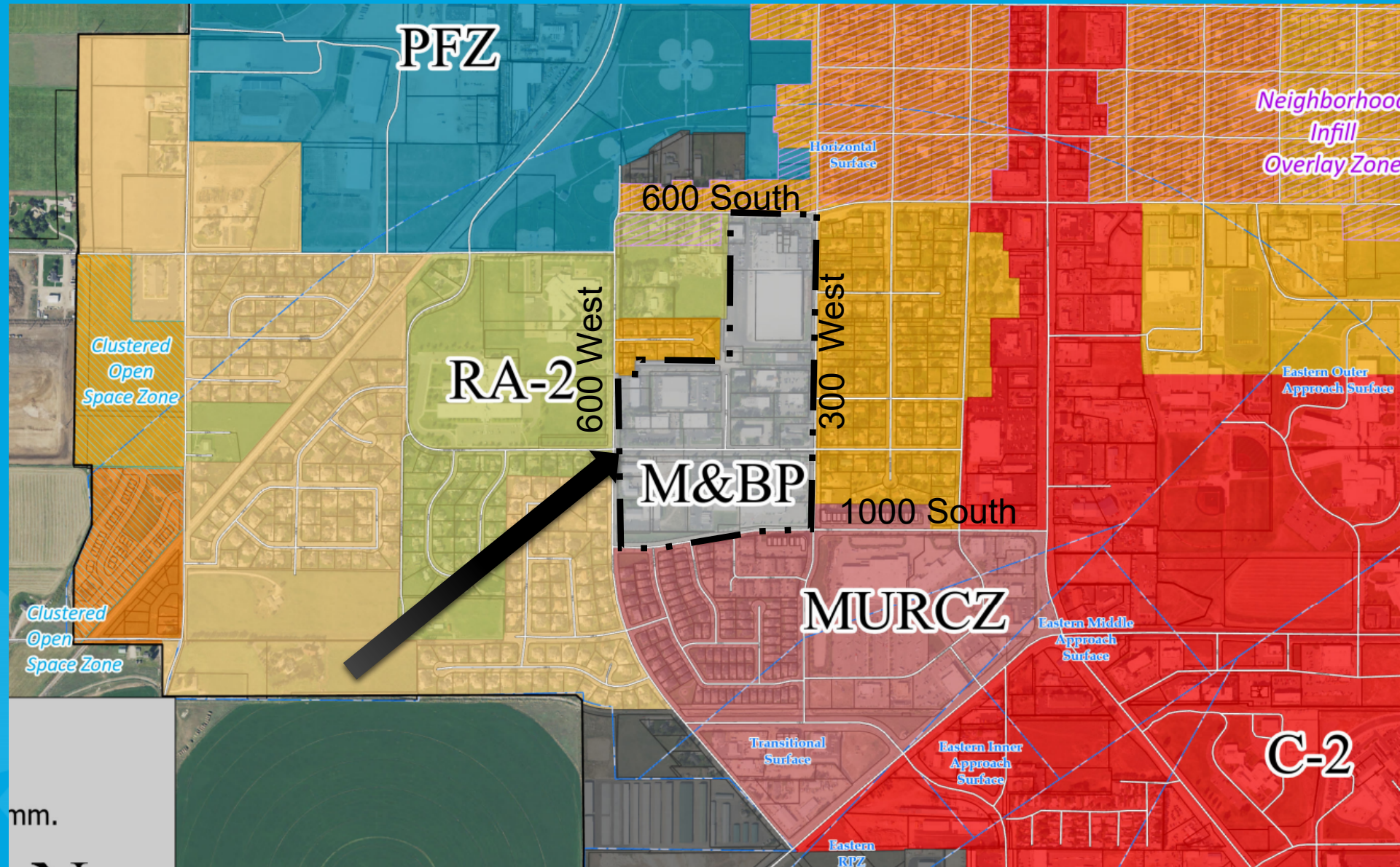
C. All uses listed in the use table and that require a building permit shall also require a site plan application.

Land Use	BMP	Limitations
Office, business, medical, professional or research	P	
Research Services - (including laboratories, scientific, medical, chemical, applied physics, mechanical, electronic, biological, genetic or other similar experimental research, product development or testing facilities)	P	
Bank or financial institution	P	Drive up windows shall not face the street. Excludes check cashing
Commercial day care	P	
Cafeteria/restaurants without drive-through facilities	P	
Medical, optical, and dental laboratories	P	
Pharmacy located within an office building	P	
Fitness centers, including gymnasiums, dance studios, and cheerleading, gymnastics and tumbling schools	P	
Private educational institutions	P	
Public and quasi-public uses	P	
Radio and/or television studios/stations	P	
Retail commercial uses accessory to and/or supporting a permitted use or conditional use and located within the same building or lot or parcel	P	
Personal Care Services such as barber shops, beauty salons, nail salons, diet and weight reducing centers, aesthetician, tanning, and massage therapy	P	
Tattoo & Pawn Shops	C	The display and sale of all merchandise must occur within a structure.
Health related services including home health; medical offices such as mental health, physical therapy, chiropractors, massage therapy, dentists, optometry,	P	

occupational and speech therapists, audiologists and podiatrists		
Pet Services such as grooming, training (not including pet kennel/boarding)	P	
Indoor pet kennel/boarding	C	Outdoor kennels are prohibited
Boutique food retailers	P	30,000 square feet max; Convenience retailers prohibited
Signs	P	As regulated by Section 18.103
Accessory uses/buildings that offer support and are customarily incidental to a permitted or conditional use	P	
Hospitals	C	Traffic Study required
Light Manufacturing, processing, assembly, and fabricating establishments, except those in which explosives or other dangerous materials are used	C	
Structured parking	C	
Hotels which may include a restaurant and conference meeting rooms	C	
Any use that occupies more than 1 acre or has a building with more than a 60,000 square foot footprint	C	

Business & Medical Park Zone Permitted Uses

BMP Zone Location



BMP Purpose

The purpose of the Business/Medical Park Zone (BMP) is to provide an attractive environment for offices, medical facilities, research facilities, environmentally appropriate light manufacturing, fabrication and assembly uses, and similar uses. This zone is intended to ensure compatibility of new development with the surrounding land uses through standards that provide an open campus-like setting with attractive buildings, park-like grounds, and other appropriate amenities supporting the community and anticipated employees.

Land Use		Limitations
Office, business, medical, professional or research	P	
Research Services - (including laboratories, scientific, medical, chemical, applied physics, mechanical, electronic, biological, genetic or other similar experimental research, product development or testing facilities)	P	
Bank or financial institution	P	Drive up windows shall not face the street. Excludes check cashing
Commercial day care	P	
Cafeteria/restaurants without drive-through facilities	P	
Medical, optical, and dental laboratories	P	
Pharmacy located within an office building	P	
Fitness centers, including gymnasiums, <u>dance studios, and cheerleading, gymnastics and tumbling schools</u>	P	
Private educational institutions	P	
Public and quasi-public uses	P	
Radio and/or television studios/stations	P	
Retail commercial uses accessory to and/or supporting a permitted use or conditional use and located within the same building or lot or parcel	P	<u>The display and sale of all merchandise must occur within a structure.</u>
<u>Personal Care Services such as barber shops, beauty salons, nail salons, diet and weight reducing centers, aesthetician, tanning, and massage therapy</u>	<u>P</u>	
<u>Tattoo & Pawn Shops</u>	<u>C</u>	<u>The display and sale of all merchandise must occur within a structure.</u>
<u>Health related services including home health; medical offices such as mental health, physical therapy, chiropractors, massage therapy, dentists, optometry, occupational and speech therapists, audiologists and podiatrists</u>	<u>P</u>	
<u>Pet Services such as grooming, training (not including pet kennel/boarding)</u>	<u>P</u>	
<u>Indoor pet kennel/boarding</u>	<u>C</u>	<u>Outdoor Kennels are prohibited</u>
<u>Boutique Food Retailers</u>	P	<u>30,000 square feet max; Convenience Retailers prohibited</u>
Signs	P	As regulated by Section 18.103
Accessory uses/buildings that offer support and are customarily incidental to a permitted or conditional use	P	
Hospitals	C	Traffic Study required
Light Manufacturing, processing, assembly, and fabricating establishments, except those in which explosives or other dangerous materials are used	C	<u>Manufacturing, processing, assembly and fabrication must occur within a structure</u>
Structured parking	C	
Hotels which may include a restaurant and conference meeting rooms	C	
Any use that occupies more than 1 acre or has a building with more than a 60,000 square foot footprint	C	Page 390 of 428

Policy Question

- Should the City adopt the proposed update to the permitted uses in the Business and Manufacturing Zone?



Heber City Council Staff Report

MEETING DATE: 2/20/2024
SUBJECT: Resolution 2024-02 Updating the Code of Conduct and Ethics
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Resolution 2012-07 adopted a code of conduct and ethics. On February 6, 2024, the Council reviewed Resolution 2012-07 and requested that it be brought back with revisions to the procedure for investigation of a complaint.

RECOMMENDATION

No recommendation

BACKGROUND

DISCUSSION

Resolution 2024-02 amends the Code of Conduct and Ethics formerly adopted by the City. The changes primarily relate to the procedure for the investigation of an ethics complaint and recommendation of corrective action.

FISCAL IMPACT

None

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

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

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Resolution 2012-07 and Heber City Code of Conduct and Ethics
2. Resolution 2024-02 and Heber City Code of Conduct and Ethics - 4876-7455-1972 - 1

RESOLUTION NO. 2012-07

A RESOLUTION **ADOPTING** A CODE OF CONDUCT AND ETHICS FOR PUBLIC OFFICIALS OF HEBER CITY.

BE IT RESOLVED by the City Council of Heber City, Utah that the *Code of Conduct and Ethics for Public Officials*, as a matter of policy, is adopted as set forth in Exhibit "A":

This Resolution shall take effect and be in force from and after its adoption and publication.

ADOPTED and PASSED by the City Council of Heber City, Utah this 17th day of May, 2012, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	<u>X</u>	<u> </u>
Council Member Alan W. McDonald	<u>X</u>	<u> </u>
Council Member Benny Mergist	<u>X</u>	<u> </u>
Council Member Jeffery M. Bradshaw	<u>X</u>	<u> </u>
Council Member Erik Rowland	<u>X</u>	<u> </u>

APPROVED:


Mayor David R. Phillips

ATTEST:


RECORDER

CODE OF CONDUCT AND ETHICS FOR PUBLIC OFFICIALS (Mayor, City Council members, Commissions, Committees, Boards)

A. DECLARATION OF POLICY

It is the policy of the City of Heber to uphold, promote, and demand ethical conduct from its elected and appointed public officials. The citizens and businesses of Heber City are entitled to have fair, ethical, and accountable local government.

As members of the City Council, we recognize the importance of codifying and making known to the general public the ethical principles and laws that guide the work of elected officials and members of appointed boards, commissions, and committees (public officials). Public officials are to maintain the highest standards of personal integrity, truthfulness, and fairness in carrying out their public duties.

In order to fulfill this mission, the City of Heber hereby adopts a Code of Conduct and Ethics for public officials to assure public confidence in the integrity of local government and its effective and fair operation. This code describes the standards of behavior to which its leaders aspire. The constant and consistent theme through the conduct guidelines is “respect.” Public officials experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, public officials are called upon to exhibit appropriate behavior at all times. These guidelines help public officials to do the right thing in even the most difficult situations. Public officials have the duty to conduct City affairs in a businesslike manner, assuring timely consideration of matters before them and thoughtful expeditious decision-making. These guidelines incorporating best practices among city governments can help guide public officials to contribute to this end.

Furthermore, the effective functioning of democratic government requires that public officials comply with both the letter and spirit of the laws and policies affecting the operations of government; that public officials be independent, impartial and fair in their judgment and actions; that public office be used for the public good, not for personal gain; and that public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

B. GENERAL PRINCIPLES UNDERLYING THE CODE OF CONDUCT AND ETHICS

The stability and proper operation of a democratic representative government depends upon public confidence in the integrity of the government, and upon responsible exercise of the trust conferred by the people upon their public officials.

Governmental decisions and policy must be made and implemented through proper channels and processes of the government structure.

Public local government officials must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.

Public local government officials must always remain aware that at various times they play different roles:

1. **As advocates**, who strive to advance the legitimate needs of their citizens,

2. **As legislators**, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions, and

3. **As fair and impartial decision-makers**, when making quasi-judicial and administrative determinations.

Public local government officials must know how to distinguish among these roles, to determine when each role is appropriated, and to act accordingly.

Public local government officials must be aware of their obligations to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his/her own conscience the touchstone by which to determine what conduct is appropriate.

C. APPLICABLE LAWS AND POLICIES

1. Compliance with Law

a. Public officials should take care to obey all laws that apply to their official actions as public officials. Public officials should be guided by the spirit as well as the letter of the law in whatever they do to give their best judgment.

b. At the same time, public officials should feel free to assert policy positions and opinions without fear of reprisal from fellow official members or citizens. To assert that a public official is behaving unethically based upon a disagreement with other officials on a question of policy (and not on the public officials ethical behavior) is unfair, dishonest, irresponsible, and itself unethical.

c. The commissions, committees, boards, and city's governing body shall endeavor to keep itself up-to-date, through its attorney or other sources, of new or on-going legal or ethical quandaries or difficulties that they may face in their official positions.

d. Public officials shall comply with the laws of the nation, the State of Utah, and the City of Heber in the performance of their public duties to foster respect for all government. These laws include, but are not limited to: the United States and Utah Constitutions and any City Codes, resolutions, ordinances and policies; laws pertaining to conflicts of interest, contracts with public entities, election campaigns, financial disclosures, and employer responsibilities and open processes of government.

2. Responsibility of Public Office

a. Recognizing that stewardship of the public interest must be their primary concern, public officials shall work for the common good of the people of Heber City, avoiding actions that are inconsistent with the best interests of the city, and not for any private or personal interest; and they will endeavor to treat all persons, claims, and transactions in a fair and equitable manner.

b. Public officials should act with integrity and with independence from improper influence as they exercise the functions of their offices.

c. Public officials should not place themselves in situations where their honesty and integrity may be questioned, should not behave improperly and should, on all occasions, avoid the appearance of such behavior.

d. City Council members and the Mayor - Because of the value of the independent advice of boards, committees or commissions to the public decision-making process, members of the City Council and Mayor shall, except when the City Council or Mayor is a member of the that public body, limit their participation in the proceedings of such subordinate public bodies to the communication of requested information and providing factual information relevant to the discussion at hand, and shall not otherwise attempt to unduly use their position to influence the deliberations or outcomes of the proceedings.

e. Public Officials should use their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner. They should be self-governing and not subject to improper influence, while at the same time being able to consider the opinions and ideas of others. At the same time, public officials should recognize that they are part of a larger group and should act accordingly. They should respect their office and not behave in ways that reflect badly on it. They should treat other public officials and the public with respect, and should honor the opinions of others even when they disagree. They should recognize that they are not generally authorized to act on behalf of the board, commission, committee, or council, since the board, commission, committee or council must take official action as a body.

3. Impropriety

a. Public officials should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach.

b. A public official is considered to be acting with impropriety if a reasonable person who was made aware of the totality of the circumstance surrounding the public official's action would conclude that it was more likely than not that the behavior did not benefit someone in the public official's position.

c. If a public official concludes that his/her actions, while legal and ethical, may be misunderstood, he/she may seek the advice of the City Attorney. He/she may also state on the record the facts of the situation and the steps taken to resolve it.

4. Performance of Duties

a. Public officials shall perform their duties in accordance with the processes and rules of order established by the State, City Council, boards, commissions, and committees, governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

b. Public officials shall be loyal to the political objectives expressed by the electorate and the programs developed to attain those objectives.

c. Public Officials of local governing boards should be faithful in the performance of the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. Public officials should be faithful in their attendance at meetings and in their preparation for those meetings. They should carefully analyze all credible information that is provided to them or which they obtained from outside sources.

d. Public officials shall publicly share with the body substantive information that is relevant to a matter under consideration by the council, boards, commissions, and committees, which they may have received from sources outside the public decision-making process.

e. Public officials should be accountable to the public for their actions and the manner in which they carry out their responsibilities, and should cooperate fully and honestly with the scrutiny appropriate to their particular office.

f. As a group of citizens to whom much has been entrusted, the board should demand full accountability from those over whom it has authority. The board should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

g. All public officials should be willing to bear their fair share of the governing board's workload. To the extent appropriate, they should be willing to put the City's interests ahead of their own.

5. Conduct of Public Meetings

a. Public officials of local governing boards should conduct the affairs of their meetings in an open and public manner. They should comply with all applicable laws of governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. This includes being sensitive to those matters recognized by law.

b. The public officials should remember when meeting that they are conducting the public's business. They should also remember that the records of their local government belong to the public and not to them or their employees or staff. They should make clear that a climate of openness is to be maintained at all times in their government units.

c. In order to ensure strict compliance with the laws governing openness, governing public officials should strive to be open.

d. They should prohibit unjustified delay in fulfilling public records requests.

e. They should take deliberate steps before they go into closed session for any reason, to ensure that the closed session will be lawful.

f. Public officials shall inform themselves of public issues, listen courteously and attentively to public discussions before the body and focus on the business at hand.

g. Officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body, or otherwise interfere with the orderly conduct of meetings.

h. Appropriate City staff should be involved when public officials meet in their regular meetings and with officials from other agencies and jurisdictions to ensure proper staff support and to keep staff informed.

6. Procedures of Public Meetings

a. During public meetings, public officials shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the city council.

b. A public official desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

c. A public official, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another council member, or unless the speaker chooses to yield to questions from another member. If a public official member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or make additional remarks so as to comply with rules of the city council.

d. Public officials shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the body.

e. When there is more than one speaker on the same subject, the public official will delay their comments until after all speakers on the subject have been heard.

f. The City Manager and any other appointed, administrative level official shall be entitled at all times to any privilege of the floor for the purpose of speaking upon any question that pertains to their duties, responsibilities and authority.

7. Public Participation in Public Meetings

a. Any resident or interested party desiring to address the body shall be first recognized by the chair. She/he shall then step to the floor microphone and state her/his name and address in an audible tone for the City's record. Remarks shall be limited to the question under discussion.

b. The purpose of addressing the public officials body is to communicate formally with the regarding matters that relate to the public officials business or citizens' concerns within the subject matter jurisdiction of the public officials. Persons addressing the public officials' body on an agenda item shall confine their remarks to the matter under consideration by the public officials' body.

c. Members of the public may address the public officials' body during public comments and/or before consideration of any agenda item; however, no person shall address the public officials' body without first being recognized by the Mayor or chair. Any

person wishing to speak, during an agenda item, must wait until the chair calls for the particular agenda item.

d. Each person addressing the public officials' body shall do so in an orderly manner and shall not engage in conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor or a majority of the public body members, be subject to removal from that meeting.

e. Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language; clapping; whistling; stamping; or other acts that disturb, disrupt, impede, or otherwise render the orderly conduct of the public meeting unfeasible.

f. A member of the audience engaging in such conduct shall, at the discretion of the Mayor or a majority of the public officials' body, be subject to removal from that meeting.

8. Conduct of Public Officials in Open Public or Private Meetings and Using the Social Media Network

a. The professional and personal conduct of public officials must be above reproach and avoid even the appearance of impropriety.

b. Public officials shall refrain from abusive conduct, unsubstantiated personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, the staff or the public.

c. Public officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body; or otherwise interfering with the orderly conduct of the meetings.

d. Public officials shall commit to practice civility and decorum in discussions and debates.

e. Public officials shall commit to honoring the role of the chair in maintaining order, keeping discussion on track, and focusing discussion on agenda items at hand.

f. Public officials shall avoid arguments with the public.

g. Public officials shall not engage in personal attacks of any kind under any circumstance.

h. Public officials should treat each other and the public with respect, regardless of their race, age, religion, gender, sexual orientation, or disability, and should not unlawfully discriminate against any person or group of persons.

D. PUBLIC OFFICIALS ACKNOWLEDGMENT AND COMMITMENT TO THE CODE OF CONDUCT AND ETHICS

1. We respect the individual
2. I treat my fellow public officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community.
3. I promote consistency, equity and non-discrimination in public agency decision-making.
4. I respect the dignity and privacy of individuals and organizations.
5. I recognize the worth of individual members and appreciate their individual talents, perspectives and contributions.
6. I will conduct my public affairs with honesty, integrity, fairness, respect for others and will not slander or defame others.
7. I will avoid and discourage conduct that is divisive, harmful or not in the best interest of other individuals.
 - a. We Honor the Public Trust as Stewards of the Community
 1. I am a steward of the public trust.
 2. I understand that the community expects me to serve with dignity and respect for my office, as well as to be an agent of the democratic process in the public interest.
 3. I avoid actions that might cause the public to question my independent judgment.
 4. I do not use my office or the resources of the City for personal or political gain.
 5. I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the City, its citizens and businesses.
 6. I am prepared to make decisions in the public's best interest based on the merits and substance of the matter at hand, and to take responsibility for my actions, whether those decisions are popular or not.
 - b. We Maintain Open and Honest Communication
 1. I am honest and forthright with my fellow officials, the public and others, even when it is uncomfortable to do so.
 2. I encourage diverse public engagement in our decision-making processes and support the public's right to know.

We, the public officials of Heber City, hold ourselves as individuals and the City of Heber organization as a whole, accountable for acting consistently with the Code of Conduct and Ethics.

I affirm that I have read and understand the city of Heber Code of Conduct and Ethics and agree to uphold it.

Signature: _____ Date: _____

1. Implementation

a. The Code of Conduct and Ethics for the public officials of the City of Heber is intended to be self-enforcing. It therefore becomes most effective when officials are thoroughly familiar with it and embraces its provisions. For this reason ethical standards shall be included in the regular orientation for candidates for the City Council, applicants to boards, committees, and commissions, newly elected officials, and appointed members of boards, commissions and committees.

b. Public Officials entering office or appointment will receive a statement certifying they have read and understand the City of Heber Code of Conduct and Ethics. Signing the statement is optional. All public officials are subject to the provisions of the Code of Conduct and Ethics whether or not the statement is signed.

c. All Public officials (Mayor, City Council, boards, commissions, and committees) shall review and sign this personal code of conduct and ethics at the first meeting in February of each year when the Public Officials meet, as a symbol of each Public Official's continuing commitment to abide by the principles of this code. This code shall be evaluated by the city council in the first meeting of January of every even year.

2. Compliance and Enforcement

a. The City of Heber Code of Conduct and Ethics expresses standards of ethical conduct expected for the public officials of the Mayor, City Council, boards, commissions, and committed. Officials themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

b. The Chairs of commissions, boards, committees and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct and Ethics are brought to their attention.

c. All City Council members shall have a responsibility to intervene when actions of another City Council member appear to be in violation of the Code of Conduct and Ethics are brought to their attention.

d. A person making a complaint against a public official of violation of this policy shall submit the complaint in writing, to the City Manager or Mayor who will determine legal sufficiency. The written complaint must be based substantially upon the personal knowledge of the complaint and signed under oath or affirmation by the person filing the complaint. The City Manager or Mayor when receiving a complaint shall report all complaints to the City Council regardless of determination.

e. The Mayor or City Manager shall investigate the complaint and shall give the person the opportunity to be heard. A written report of the findings and the recommendations of the Mayor or City Manager shall be filed with the governing body.

f. The governing body shall make a final determination upon a majority vote of all members, except or any member which is the subject of a complaint. No hearing shall be bound by the strict rule of evidence, and the standard of proof required for a final determination of violation of this policy shall be a preponderance of evidence. At the discretion of the City Council, sanction may include requesting a formal public apology reprimands or censure, or removal or exclusion from leadership positions, governing board, and other official positions or duties that do not conflict with Utah Statutes.

g. A violation of this code of conduct and ethics shall not be considered a basis for challenging the validity of a City Council, board, committee, or commission decision.

RESOLUTION NO. 2024-02

A RESOLUTION AMENDING THE CODE OF CONDUCT AND ETHICS FOR
PUBLIC OFFICIALS OF HEBER CITY.

BE IT RESOLVED by the City Council of Heber City, Utah that the *Code of Conduct and Ethics for Public Officials*, is amended as set forth in Exhibit "A":

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 ____ day of _____, 2024, by the following vote:

	AYE	NAY	ABSENT	ABSTAIN
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

City Recorder

Exhibit A

CODE OF CONDUCT AND ETHICS FOR PUBLIC OFFICIALS (Mayor, City Council members, Commissions, Committees, Boards)

A. DECLARATION OF POLICY

It is the policy of the City of Heber to uphold, promote, and demand ethical conduct from its elected and appointed public officials. The citizens and businesses of Heber City are entitled to have fair, ethical, and accountable local government.

As members of the City Council, we recognize the importance of codifying and making known to the general public the ethical principles and laws that guide the work of elected officials and members of appointed boards, commissions, and committees ("public officials"). Public officials are to maintain the highest standards of personal integrity, truthfulness, and fairness in carrying out their public duties.

To fulfill this mission, the City of Heber hereby adopts a Code of Conduct and Ethics for public officials to assure public confidence in the integrity of local government and its effective and fair operation. This code describes the standards of behavior to which its leaders aspire. The constant and consistent theme through the conduct guidelines is "respect." Public officials experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, public officials are called upon to exhibit appropriate behavior at all times. These guidelines help public officials to do the right thing in even the most difficult situations. Public officials have the duty to conduct City affairs in a businesslike manner, assuring timely consideration of matters before them and thoughtful expeditious decision-making. These guidelines incorporating best practices among city governments can help guide public officials to contribute to this end.

Furthermore, the effective functioning of democratic government requires that public officials comply with both the letter and spirit of the laws and policies affecting the operations of government; that public officials be independent, impartial and fair in their judgment and actions; that public office be used for the public good, not for personal gain; and that public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

B. GENERAL PRINCIPLES UNDERLYING THE CODE OF CONDUCT AND ETHICS

The stability and proper operation of a democratic representative government depends upon public confidence in the integrity of the government, and upon responsible exercise of the trust conferred by the people upon their public officials.

Governmental decisions and policy must be made and implemented through proper channels and processes of the government structure.

Public local government officials must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.

Public local government officials must always remain aware that at various times they play different roles:

1. **As legislators**, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions, and

2. **As fair and impartial decision-makers**, when making quasi-judicial and administrative determinations, public local government officials must know how to distinguish among these roles, to determine when each role is appropriated, and to act accordingly. Public local government officials must be aware of their obligations to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his/her own conscience the touchstone by which to determine what conduct is appropriate.

C. APPLICABLE LAWS AND POLICIES

1. Compliance with Law

a. Public officials should take care to obey all laws that apply to their official actions as public officials. Public officials should be guided by the spirit as well as the letter of the law in whatever they do to give their best judgment.

b. At the same time, public officials should feel free to assert policy positions and opinions without fear of reprisal from fellow official members or citizens. To assert that a public official is behaving unethically based upon a disagreement with other officials on a question of policy (and not on the public officials ethical behavior) is unfair, dishonest, irresponsible, and itself unethical.

c. The commissions, committees, boards, and city's governing body shall endeavor to keep itself up-to-date, through its attorney or other sources, of new or on-going legal or ethical quandaries or difficulties that they may face in their official positions.

d. Public officials shall comply with the laws of the nation, the State of Utah, and the City of Heber in the performance of their public duties to foster respect for all government. These laws include, but are not limited to: the United States and Utah Constitutions and any City Codes, resolutions, ordinances and policies; laws pertaining to conflicts of interest, contracts with public entities, election campaigns, financial disclosures, and employer responsibilities and open processes of government.

2. Responsibility of Public Office

a. Recognizing that stewardship of the public interest must be their primary concern, public officials shall work for the common good of the people of Heber City, avoiding actions that are inconsistent with the best interests of the city, and not for any private or personal interest; and they will endeavor to treat all persons, claims, and transactions in a fair and equitable manner.

b. Public officials should act with integrity and with independence from improper influence as they exercise the functions of their offices.

c. Public officials should not place themselves in situations where their honesty and integrity may be questioned, should not behave improperly and should, on all occasions, avoid the appearance of such behavior.

d. City Council members and the Mayor - Because of the value of the independent advice of boards, committees or commissions to the public decision-making process, members of the City Council and Mayor shall, except when the City Council or Mayor is a member of the that public body, limit their participation in the proceedings of such subordinate public bodies to the communication of requested information and providing factual information relevant to the discussion at hand, and shall not otherwise attempt to unduly use their position to influence the deliberations or outcomes of the proceedings.

e. Public Officials should use their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner. They should be self-governing and not subject to improper influence, while at the same time being able to consider the opinions and ideas of others. At the same time, public officials should recognize that they are part of a larger group and should act accordingly. They should respect their office and not behave in ways that reflect badly on it. They should treat other public officials and the public with respect, and should honor the opinions of others even when they disagree. They should recognize that they are not generally authorized to act on behalf of the board, commission, committee, or council, since the board, commission, committee or council must take official action as a body.

3. Impropriety

a. Public officials should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach.

b. A public official is considered to be acting with impropriety if a reasonable person who was made aware of the totality of the circumstance surrounding the public official's action would conclude that it was more likely than not that the behavior did not befit someone in the public official's position.

c. If a public official concludes that his/her actions, while legal and ethical, may be misunderstood, he/she may seek the advice of the City Attorney. He/she may also state on the record the facts of the situation and the steps taken to resolve it.

4. Performance of Duties

a. Public officials shall perform their duties in accordance with the processes and rules of order established by the State, City Council, boards, commissions, and committees, governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

b. Public officials shall be loyal to the political objectives expressed by the electorate and the programs developed to attain those objectives.

c. Public Officials of local governing boards should be faithful in the performance of the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. Public officials should be faithful in their attendance at meetings and in their preparation for those meetings. They should carefully analyze all credible information that is provided to them or which they obtained from outside sources.

d. Public officials shall publicly share with the body substantive information that is relevant to a matter under consideration by the council, boards, commissions, and committees, which they may have received from sources outside the public decision-making process.

e. Public officials should be accountable to the public for their actions and the manner in which they carry out their responsibilities, and should cooperate fully and honestly with the scrutiny appropriate to their particular office.

f. As a group of citizens to whom much has been entrusted, the board should demand full accountability from those over whom it has authority. The board should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

g. All public officials should be willing to bear their fair share of the governing board's workload. To the extent appropriate, they should be willing to put the City's interests ahead of their own.

5. Conduct of Public Meetings

a. Public officials of local governing boards should conduct the affairs of their meetings in an open and public manner. They should comply with all applicable laws of governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. This includes being sensitive to those matters recognized by law.

b. The public officials should remember when meeting that they are conducting the public's business. They should also remember that the records of their local government belong to the public and not to them or their employees or staff. They should make clear that a climate of openness is to be maintained at all times in their government units.

c. In order to ensure strict compliance with the laws governing openness, governing public officials should strive to be open.

d. They should prohibit unjustified delay in fulfilling public records requests.

e. They should take deliberate steps before they go into closed session for any reason, to ensure that the closed session will be lawful.

f. Public officials shall inform themselves of public issues, listen courteously and attentively to public discussions before the body and focus on the business at hand.

g. Officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body, or otherwise interfere with the orderly conduct of meetings.

h. Appropriate City staff should be involved when public officials meet in their regular meetings and with officials from other agencies and jurisdictions to ensure proper staff support and to keep staff informed.

6. Procedures of Public Meetings

a. During public meetings, public officials shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the city council.

b. A public official desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

c. A public official, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another council member, or unless the speaker chooses to yield to questions from another member. If a public official member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or make additional remarks so as to comply with rules of the city council.

d. Public officials shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the body.

e. When there is more than one speaker on the same subject, the public official will delay their comments until after all speakers on the subject have been heard.

f. The City Manager and any other appointed, administrative level official shall be entitled at all times to any privilege of the floor for the purpose of speaking upon any question that pertains to their duties, responsibilities and authority.

7. Public Participation in Public Meetings

a. Any resident or interested party desiring to address the body shall be first recognized by the chair. She/he shall then step to the floor microphone and state her/his name and address in an audible tone for the City's record. Remarks shall be limited to the question under discussion.

b. The purpose of addressing the public officials body is to communicate formally with the regarding matters that relate to the public officials business or citizens' concerns within the subject matter jurisdiction of the public officials. Persons addressing the public officials' body

on an agenda item shall confine their remarks to the matter under consideration by the public officials' body.

c. Members of the public may address the public officials' body during public comments and/or before consideration of any agenda item; however, no person shall address the public officials' body without first being recognized by the Mayor or chair. Any person wishing to speak, during an agenda item, must wait until the chair calls for the particular agenda item.

d. Each person addressing the public officials' body shall do so in an orderly manner and shall not engage in conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor or a majority of the public body members, be subject to removal from that meeting.

e. Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language; clapping; whistling; stamping; or other acts that disturb, disrupt, impede, or otherwise render the orderly conduct of the public meeting unfeasible.

f. A member of the audience engaging in such conduct shall, at the discretion of the Mayor or a majority of the public officials' body, be subject to removal from that meeting.

8. Conduct of Public Officials in Open Public or Private Meetings and Using the Social Media Network

a. The professional and personal conduct of public officials must be above reproach and avoid even the appearance of impropriety.

b. Public officials shall refrain from abusive conduct, unsubstantiated personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, the staff or the public.

c. Public officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body; or otherwise interfering with the orderly conduct of the meetings.

d. Public officials shall commit to practice civility and decorum in discussions and debates.

e. Public officials shall commit to honoring the role of the chair in maintaining order, keeping discussion on track, and focusing discussion on agenda items at hand.

f. Public officials shall avoid arguments with the public.

g. Public officials shall not engage in personal attacks of any kind under any circumstance.

h. Public officials should treat each other and the public with respect, regardless of their race, age, religion, gender, sexual orientation, or disability, and should not unlawfully discriminate against any person or group of persons.

D. IMPLEMENTATION

1. Review and Execution of Acknowledgment

a. The Code of Conduct and Ethics for the public officials of the City of Heber is intended to be self-enforcing and apply to all public officials.

b. All public officials entering office or appointment shall receive a copy of the Code of Conduct and Ethics.

c. All members of the City Council (including the Mayor) and Planning Commission are encouraged to sign the Acknowledgment and Commitment the Code of Conduct and Ethics (attached hereto as Exhibit A) certifying they have read and understand the City of Heber Code of Conduct and Ethics. Signing the statement is optional, but all public officials are subject to the provisions of the Code of Conduct and Ethics whether the statement is signed.

2. Compliance and Enforcement

a. A person making a complaint against a public official of violation of this policy shall submit the complaint in writing to the City Manager. The complaint must be in writing, based substantially upon the personal knowledge of the complainant, and include the name, address, phone number and email of the complainant.

b. The City Manager, with the assistance of the City Attorney if required, shall investigate the complaint. If the City Manager determines that the conduct in the complaint merits potential actions by the City Council, the City Manager shall issue a written report of the findings and the recommendations of the City Manager which shall be provided to the governing body. Otherwise, the City Manager shall simply notify the governing body of the complaint.

c. Any member of the governing body may request that the item be placed on a City Council agenda. A determination of any sanctions or other actions shall be based upon a majority vote of all members, except any member which is the subject of a complaint. At the discretion of the City Council, sanctions may include requesting a formal public apology, reprimands or censure, or removal or exclusion from leadership positions, governing board, and other official positions or duties that do not conflict with Utah Statutes.

d. A violation of this code of conduct and ethics shall not be considered a basis for challenging the validity of a City Council, board, committee, or commission decision.

EXHIBIT A

PUBLIC OFFICIAL'S ACKNOWLEDGMENT AND COMMITMENT TO THE CODE OF CONDUCT AND ETHICS

1. I will treat my fellow public officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community.
2. I will promote consistency, equity and non-discrimination in public agency decision-making.
3. I will respect the dignity and privacy of individuals and organizations.
4. I will recognize the worth of individual members and appreciate their individual talents, perspectives and contributions.
5. I will conduct my public affairs with honesty, integrity, fairness, respect for others and will not slander or defame others.
6. I will avoid and discourage conduct that is divisive, harmful or not in the best interest of the community.
7. I will avoid actions that might cause the public to question my independent judgment.
8. I will not use my office or the resources of the City for personal or political gain.
9. I will strive to be as prepared as possible to make decisions in the public's best interest based on the merits and substance of the matter at hand, and to take responsibility for my actions, whether those decisions are popular or not.
10. I will be honest and forthright with my fellow officials, the public and others, even when it is uncomfortable to do so.
11. I will support open and public dialogue on issues and the public's right to participate in the decision making process.

I affirm that I have read and understand the Heber City Code of Conduct and Ethics and agree to uphold it.

Signature:

Date:

RESOLUTION NO. 2023-07

A RESOLUTION SUPPORTING UDOT'S CONTINUED DETAILED EVALUATION OF THE FIVE ALTERNATIVES FOR THE WEST BYPASS ROAD SET FORTH IN THE FINAL ALTERNATIVES DEVELOPMENT AND SCREENING REPORT

WHEREAS, Heber City supports the design and construction of a West Bypass Road as new US-40 to reduce traffic congestion in Heber City and allow for localized control of Heber City's Main Street;

WHEREAS, in January 2023, the Utah Department of Transportation ("UDOT") published the Final Alternatives Development and Screening Report;

WHEREAS, a copy of the Final Alternatives Development and Screening Report Summary (the "Summary") is attached hereto as Exhibit A, and the full Final Alternatives Development and Screening Report can be found at: <https://hebervalleyeis.udot.utah.gov>;

WHEREAS, as set forth in the Summary, UDOT evaluated twenty-three alternatives for the West Bypass Road and five alternatives passed the screening process;

WHEREAS, as set forth in the Summary, UDOT intends to carry forward the five alternatives for a detailed evaluation in the Draft Environmental Impact Study (EIS);

WHEREAS; Heber City believes that UDOT's continued evaluation of all five alternatives is in the best interest of the public and will allow UDOT to ultimately make the best decision on the preferred alternative. Heber City supports UDOT's process and decision-making.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, as follows:

Heber City supports UDOT's continued evaluation of all five West Bypass Road alternatives set forth in the Final Alternatives Development and Screening Report Summary attached hereto as Exhibit A. Heber City does not want any of the five alternatives to be excluded from evaluation.

This Resolution shall take effect and be in force from and after its adoption and publication.

ADOPTED AND PASSED by the City Council of Heber City, Utah, this 21st day of March, 2023. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY

A Utah Municipal Corporation

Personal Note: Mayor supports 2 County Resolutions on route preferences. Heidi Franco

Heidi Franco, Mayor

ATTEST:

Trina W Cooke
Trina Cooke, City Recorder



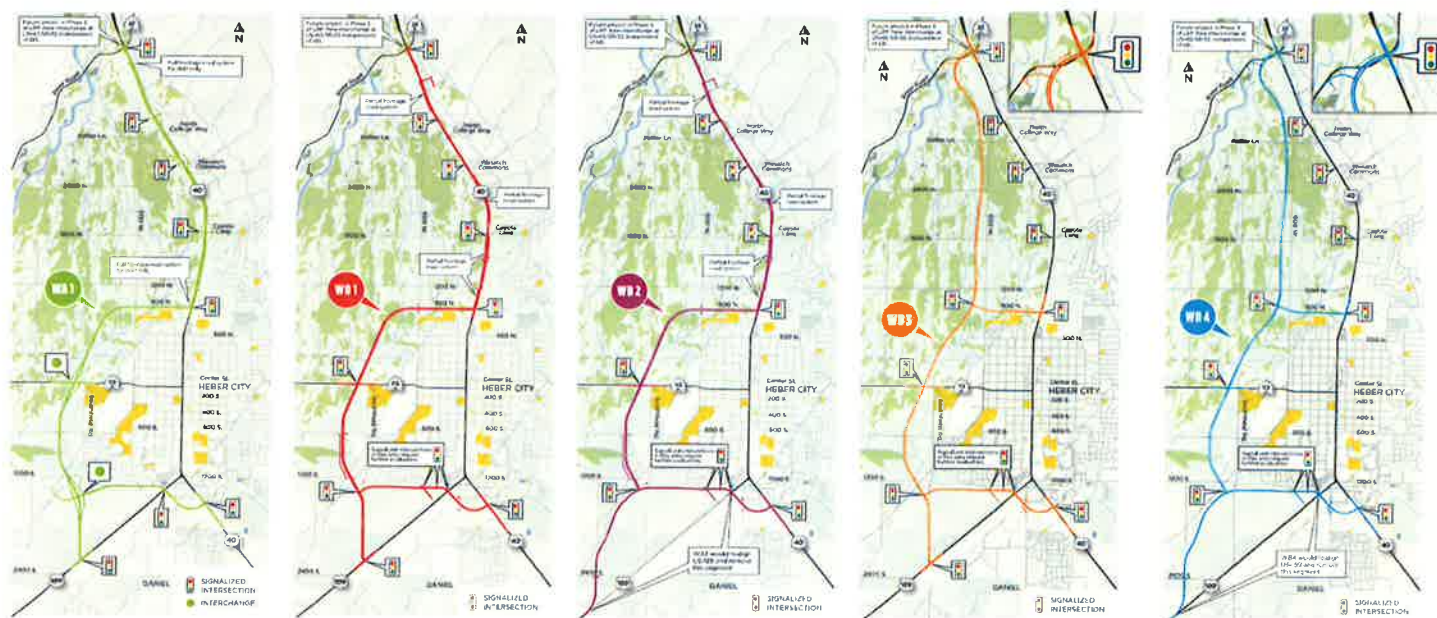
EXHIBIT “A”

FINAL ALTERNATIVES DEVELOPMENT AND SCREENING REPORT SUMMARY

DRAFT ALTERNATIVES SCREENING REPORT SUMMARY

The Utah Department of Transportation (UDOT) published the Draft Alternatives Development and Screening Report on June 7, 2022. The report detailed how the study team evaluated the 17 preliminary alternatives initially presented to the public and six new alternatives suggested by the public during the comment period held during Oct. 2021 in a three-level screening process. Preliminary screening focused on technical feasibility, Level 1 screening focused on the purpose and need of the project, and Level 2 screening focused on initial impacts to key resources. Based on an evaluation of 23 alternatives, five alternatives on the west side passed the screening process and will be carried forward for detailed evaluation in the Draft EIS.

A public comment period was held from June 7 to July 22, 2022 to receive input on the range of alternatives, the criteria used to screen alternatives as they relate to the project's purpose and key environmental resources, and the initial impact analysis to advise the screening process.



FINAL ALTERNATIVES SCREENING REPORT REVISION SUMMARY

After the release of the Draft Alternatives Development and Screening Report, UDOT collected and considered updated and new information for Level 2 screening, including an updated aquatic resource delineation, a historic buildings survey, and evaluating the Provo River Restoration Project as a Section 4(f) resource. This additional data collection and analysis was the result of agency and public input during the comment period.

The updated delineation showed more wetlands compared to preliminary data used for the draft report. As a result wetlands impacts increased for all alternatives. Based on the new data, alternatives WB3 and WB4 were realigned to minimize impacts to wetlands, and all the western bypass alternatives that passed Level 1 screening were re-evaluated against the updated information. Although Alternatives WB3 and WB4 have greater wetlands impacts compared to other alternatives, they also provide additional mobility benefits and will be carried forward for detailed evaluation. The outcome of the screening process did not change as a result of the new data or alignment shifts. None of the alternatives that passed through screening are seen as being un-permittable due to aquatic resource impacts or unselectable due to Section 4(f).

The final report includes new appendices to document the notification for the draft screening report release, presentations given to stakeholders and local councils, and the comments received during the alternatives screening comment period.

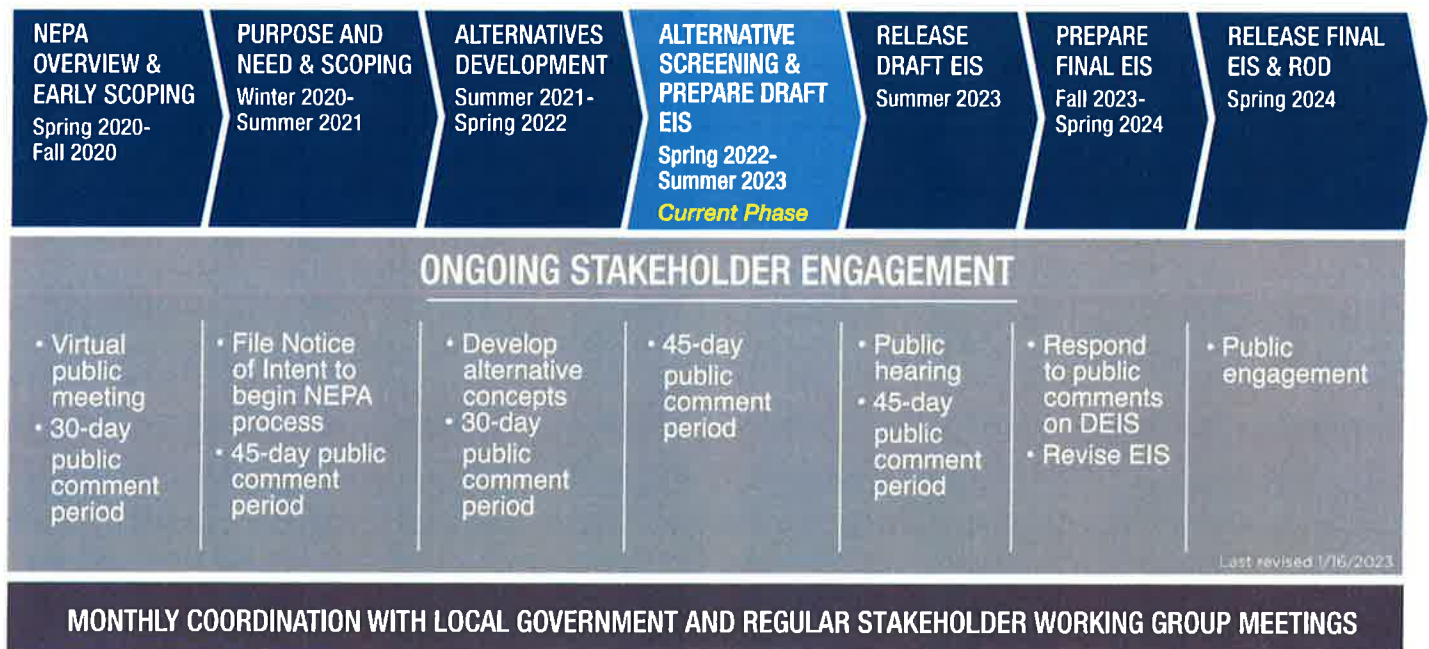
REVISED LEVEL 2 SCREENING RESULTS

ALTERNATIVE	Level 1 Screening						Level 2 Screening				
	Local Mobility PM peak hour operations (5-6pm) on Heber City Main Street			Meets Heber City Vision Impacts to downtown valued places/historic buildings	Regional Mobility Traffic operations between SR-32 and US-189		Residences and Businesses (#) Potential full acquisitions	Section 4(f)		Aesthetic Resources (Acres Impacted) Canals, ditches, perennial streams, wetlands	Cost (millions) High level project cost estimate
	Intersections with IUS F Five intersections on US-40 in downtown Heber City	Southbound Segments with IUS F	Southbound Queue Length at 500 North (feet)		Local Travel Time on US-40 SR-32 to US-189/US-40 Intersection (m:s)	Regional Travel Time on SR-32 to US-189/3000 South (m:s)		Historic Buildings (#) Potential adverse effects	Prime River Restoration Project (acres of PRRP land impacted)		
US-40 Existing Conditions (2019)	0	2	375	No	8:20	10:40 (on US-40)	-	-	-	-	-
US-40 No-Action (2050)	3	2	13,100	No	17:40	19:05 (on US-40)	-	-	-	-	-
West Bypass Limited-Access Grade-Separated (WAI) Freeway with North US-40 (WAI)	0	1	1,600	Yes	11:05	9:10	18	8	0	12.4	\$244.9M
West Bypass Parkway At-Grade (WB1) Highway with North US-40 (WB2)	0	1	1,500	Yes	11:00	10:25	17	8	0	8.9	\$178.6M
West Bypass Parkway At-Grade with Realigned US-189 (WB2)	0	0	400	Yes	9:30	10:05	18	8	0	8.9	\$184.0M
West Bypass Parkway At-Grade with Northern Extension (WB3) Highway to SR-32 (WB3)	0	0	375	Yes	8:55	8:10	8	2	2.4	39.3	\$204.5M
West Bypass Parkway At-Grade with Northern Extension and Realigned US-189 (WB4) Highway to SR-32 and Realigned US-189 (WB4)	0	1	400	Yes	8:55	7:45	9	2	2.4	39.3	\$209.4M

WHAT NOTABLE REVISIONS WERE MADE BETWEEN THE DRAFT AND FINAL SCREENING REPORT?

Level 2 Screening Data	Draft Screening Report	Final Screening Report
Wetlands delineation	Relied on National Wetlands Inventory (NWI) data north of 1200 North	- Aquatic Resource delineation completed in the summer and fall of 2022 to encompass all alternatives that passed Level 1 screening - Delineation shows more wetlands impacts than NWI data for all alternatives - Alignment shifts for Alternatives WB3 and WB4 to minimize wetlands impacts - Update wetlands impacts for all alternatives in Level 2 screening
Historic buildings survey	Relied on desktop research of available data from agency databases, historical topographic maps and aerial photographs, and online archival sources	- Reconnaissance-level historic structures inventory conducted in 2022 for alternatives that passed through Level 1 screening - Updated Section 4(f) historic building impacts in Level 2 screening
Provo River Restoration Project (PRRP)	PRRP not identified as a Section 4(f) resource	Determination that PRRP should be considered a Section 4(f) wildlife refuge and included in Level 2 screening

EIS PROCESS & TIMELINE

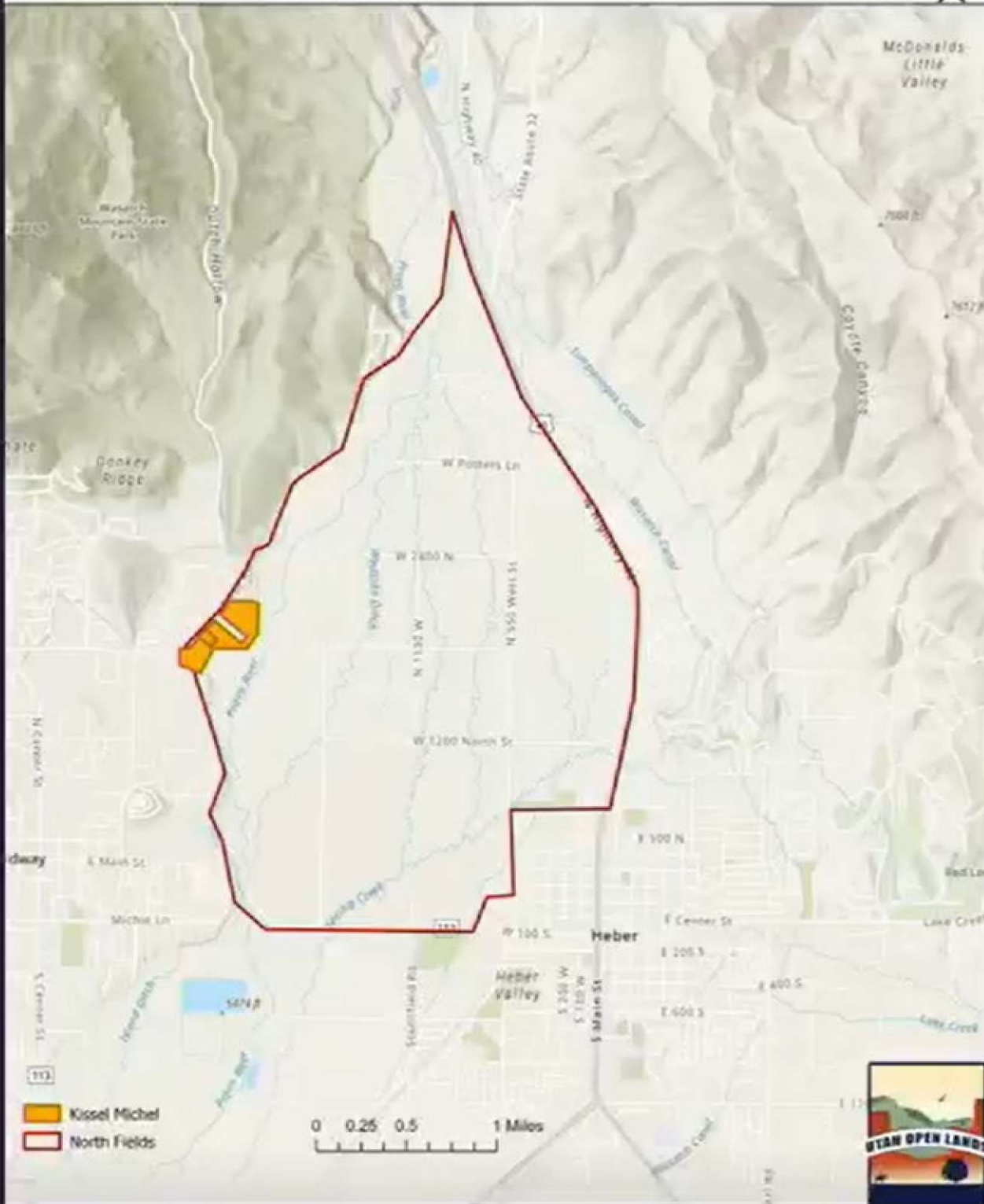


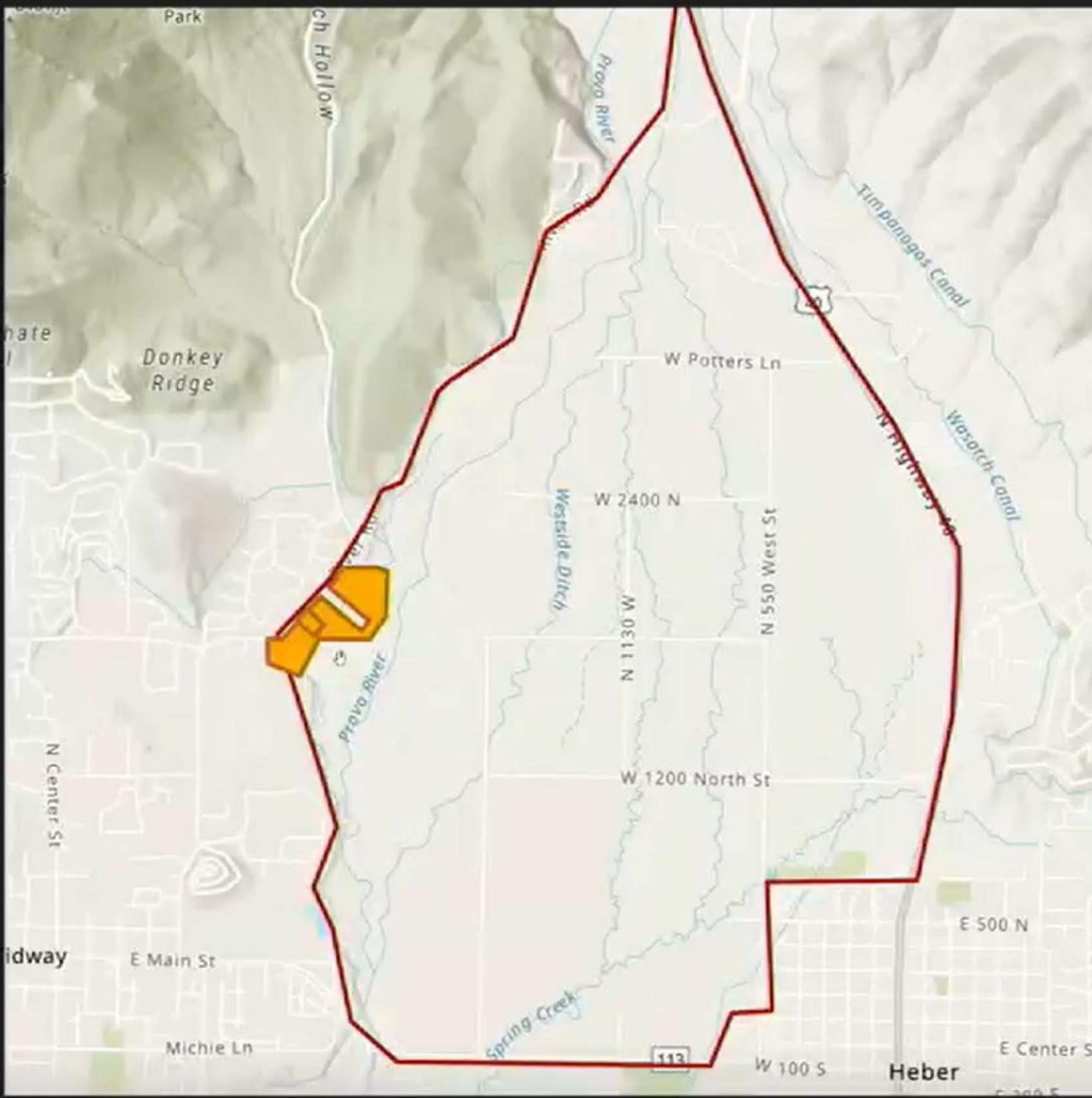
The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being or have been carried-out by UDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated May 26, 2022, and executed by FHWA and UDOT.

Gertsch



Kissel Michel







The Wasatch Open Lands Board voted unanimously to move forward with conserving more than 200 acres of land in the county's North Fields.

At a meeting Monday night, Feb. 12, the board recommended using \$3 million in open space bond funds to put a large swath of the North Fields under conservation easements.

The North Fields are agricultural lands north of Heber City and east of Midway. Now, the Open Lands Board is working to protect over 200 acres of those fields, including 170 acres west of U.S. 40 and 37 acres along River Road.

This comes as the Utah Department of Transportation plans a bypass road that could potentially go through a portion of the North Fields.

But Utah Open Lands Executive Director Wendy Fisher said preservation plans have been in the works for a long time.

"Everybody I talked to – they think of the North Fields when they think of the Heber Valley," she said.

Heber City Mayor Heidi Franco, the chair of the open lands board, agreed.

"Heber is beautiful for what's around Heber City and what's in our valley, and to me, it's a priceless legacy," she said. "And now this open space bond money can show that."

The board planned to commit \$2.25 million for the larger parcel and \$750,000 for the smaller one. They plan to pay for part of the land easements with state and federal funding as well.

Later this year, UDOT will announce where they'll construct a bypass route to pull traffic away from Heber City's Main Street. Two options for the road cut through the North Fields.

"We met with UDOT to discuss the agricultural protection area, and UDOT felt like the agricultural protection area was not an insurmountable obstacle to them putting the road on those parcels," Wasatch County manager Dustin Grabau said.

He said UDOT's pending decision is a concern to the county council as they consider plans for the fields.

The Wasatch Open Land Board's recommendations will go to the county council next for a hearing on March 6. At that point, the council will decide whether to use bond funds for the easements.

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Wasatch County Open Lands Board
2/12/2024 6:30:00 PM

Public Comment

1 Open to All

Approval of Minutes

1 Approval of January 8, 2024

Agenda Items

1 NOI – Notice of Interest Applications: Board discussion, updates, & action.

2 Updates/Reports from Wasatch County Council, Midway City, and Heber City on open space bond funding, and preservation efforts.

3 Miscellaneous Items, call for next month's agenda items.

Closed Session

1 per U.C.A. 52-4-205 if needed.

Public Hearing

1 The Wasatch Open Lands Board will hold a public hearing considering the use of open space bond funds, after a conditional recommendation from the Wasatch Open Lands Board, for the preservation of the Laren Gertsch property located along Highway 113 near Heber City Utah, in the amount of up to \$2,250,000 on Monday, February 12th at 6:30pm. The hearing will be held online using Zoom, Webinar ID: 836 6999 8961 Passcode: 551430. Information is available at <https://www.wasatch.utah.gov/Departments/Open-Lands-Board> . Interested persons can attend via zoom and comments can be sent in advance to Openlands@wasatch.utah.gov.

2 The Wasatch Open Lands Board will hold a public hearing considering the use of open space bond funds, after a conditional recommendation from the Wasatch Open Lands Board, for the preservation of the property located near 1050 N River Road, Midway City UT 84049, in the amount of up to \$750,000 on Monday, February 12th at 6:30pm. The hearing will be held online using Zoom, Webinar ID: 836 6999 8961 Passcode: 551430. Information is available at <https://www.wasatch.utah.gov/Departments/Open-Lands-Board> . Interested persons can attend via zoom and comments can be sent in advance to Openlands@wasatch.utah.gov.

2024 Meeting Schedule

1 2024 Meeting Schedule: 2nd Monday of the month at 6:30 pm. March 11th, 2024 April 8th, 2024 May 13th, 2024 June 10th, 2024 July 8th, 2024 August 12th, 2024 September 9th, 2024 October 7th, 2024 (Change from October 14th due to holiday) November 11th, 2024 (Cancel due to holiday) December 9th, 2024

RESOLUTION NO. 2024-03

A RESOLUTION AFFIRMING RESOLUTION 2023-07 AND SUPPORTING WASATCH COUNTY DEFERRING THE PURCHASE OF ANY CONSERVATION EASEMENTS UNTIL UDOT’S DECISION ON THE ALTERNATIVES FOR THE WEST BYPASS ROAD

WHEREAS, the proposed West Bypass Road is a critical component of Heber City’s future plans and the welfare of residents;

WHEREAS, on March 21, 2023, Heber City adopted Resolution 2023-07 pursuant to which Heber City acknowledged its support for UDOT’s continued evaluation of all five alternatives for the West Bypass Road;

WHEREAS, Heber City wishes to reaffirm its support for continued evaluation of the five alternatives set forth in the Final Alternatives Development and Screening Report Summary, which is attached to Resolution 2023-07 as Exhibit A;

WHEREAS, although Heber City strongly supports open space conservation and conservation of the North Fields, Heber City wishes to establish its support for Wasatch County not purchasing or acquiring any conservation easements that may negatively impact any of the five West Bypass Road alternatives until UDOT has finished its evaluation of the five alternatives.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, as follows:

Heber City supports UDOT’s continued evaluation of all five West Bypass Road alternatives and Heber City supports Wasatch County deferring the purchase or acquisition of any conservation easements that may negatively impact any of the five West Bypass Road alternatives until after UDOT has finished its evaluation of the five alternatives.

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 ____ day of _____, 2024, by the following vote:

	AYE	NAY	ABSENT	ABSTAIN
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____

Scott Phillips

Yvonne Barney

APPROVED:

Mayor Heidi Franco

ATTEST:

City Recorder