

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

August 20, 2024

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

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

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

1. Potential Telecommunications Code Amendment (Jamie Baron, Planning Manager) - 30 *min*
2. Animal Control Memorandum of Understanding (MOU) (Parker Sever, Chief of Police) - 20 *min*
3. Public Safety Report (Parker Sever, Chief of Police) - 20 *min*
4. Crossing Guard Update (Parker Sever, Chief of Police) - 15 *min*
5. Contract Award for Construction of the Cemetery Section B Landscape Project (Russ Funk, City Engineer) - 20 *min*

II. BREAK - 15 MIN

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

1. Call to Order
2. Pledge of Allegiance (Scott Phillips, Council Member)
3. Prayer/Thought by Invitation (Yvonne Barney, Council Member)

IV. CONFLICT OF INTEREST DISCLOSURE:

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Swearing in of Three New Police Officers

VI. CONSENT AGENDA:

1. Animal Control Memorandum of Understanding (MOU) (Parker Sever, Chief of Police)
2. Contract Award for Construction of the Cemetery Section B Landscape Project (Russ Funk, City Engineer)

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

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

1. Wasatch County Annexation Petition (Jamie Baron, Planning Manager) - *20 min*

IX. COMMUNICATION:

X. ADJOURNMENT: 6:50 P.M.

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

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

Posted on August 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: 8/20/2024
SUBJECT: Potential Telecommunications Code Amendment
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Rage Development is seeking input from the Council on a possible code amendment to the Telecommunications code to adjust the permitted height of cell towers.

Policy Questions:

1. Should the City modify the Telecommunications code to permit cell towers over 35' tall?
2. If so, what should the height limit be?

RECOMMENDATION

Staff is recommending the Council consider amending the Telecommunications code to address the change in cellular data use and to facilitate additional service to the Citizen's of the City.

BACKGROUND

The City has recently been approached by multiple cell tower companies about the need for additional cellular service in the community. One of the limiting factors for cellular companies is the 35' height limit on cell towers. The Telecommunications code was written in 2004 and amended in 2022. The height was not changed during the amendment.

The usage of cellular data has changed the need for cell service. The effective range for cellular data is smaller and more taxing on the cellular antennas. Additionally, with the growth, cell companies are looking to invest in their systems to manage the demand for cell phones and other devices.

Rage Development is proposing to apply for a text amendment to address the height issues.

DISCUSSION

Height

The proposed height would be 50-60' as this would allow for multiple carriers to utilize the same pole. The current height of 35' would only allow for 1 service provider and doesn't allow the range the petitioners are seeking. By allowing for taller towers and co-locating, this would cut down on the number of poles constructed throughout the valley.

Other Municipalities

Entity	Height Limit	Process	Where
Heber City	35'	Permitted and Conditional Use	All Zones
Spanish Fork	60 '	Permitted	Commercial and Industrial
Saratoga Springs	Zone Maximum - 100', depending on size of property.	Permitted	All Zones
Herriman	50' - 100'	Conditional Use	Most Zones
Midway	40' - 60', up to 80' variance	Conditional Use	All Zones
Wasatch County	60' - 100'	Conditional Use	Industrial, Preservation, Mountain, and Highway Services Zones

Stealth

Stealth requirements were added with the last revision to the code. All Monopoles are required to have stealth.

Outside Resources

The City currently has a consultant under contract that is a subject matter expert on Telecommunications. Staff can work with this consultant to aid in the revisions.

FISCAL IMPACT

N/A

CONCLUSION

Cellular providers are seeking ways to increase their service in the valley as well as keep up with the growth and demand. The City has the lowest maximum height standard of those reviewed. Rage Development is proposing to apply for a text amendment to the code. Staff is recommending the Council consider the amendment to provide additional service the area.

ALTERNATIVES

Not An Action Item

POTENTIAL MOTIONS

Not An Action Item

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. 18.110.110 Development Standards

18.110.110 Development Standards

Standards for Antennas and Antenna Support Structures. Personal wireless services facilities are characterized by the type or location of the antenna structure. There are four general types of antenna structures allowed by this ordinance: wall mounted antennas; roof mounted antennas; monopoles with no platform; and monopoles with a platform. If a particular type of antenna structure is allowed by this ordinance as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

A. Wall Mounted Antennas.

1. Maximum Height. Wall mounted antennas may not extend above the roof line of the building or structure or extend more than twelve (12) inches from the face of the building.
2. Setback. Wall mounted antennas shall not be located within one hundred feet (100') feet of any residence.
3. Mounting Options. Antennas mounted directly on existing parapet walls, penthouses, or mechanical equipment rooms are considered to be wall mounted antennas if no portion of the antenna extends above the roof line of the parapet wall, penthouse, or mechanical equipment room.
4. Color. Wall mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and the supporting structure on the building shall be architecturally compatible with the building. Whip antennas are not allowed on a wall mounted antenna structure.

B. Roof Mounted Antennas.

1. Maximum Height. Roof mounted antenna, placed on a flat roof, may extend up to ten (10) feet above the existing structure, provided that the antenna setback from the edge of the roof is a minimum distance equal to or greater than the height of the antenna. Roof mounted antenna, placed on a pitched roof, may extend a maximum of five (5) feet above the existing structure.
2. Setback. Roof mounted antennas shall be located at least five feet (5') from the exterior wall of the building or structure, and at least fifty (50') feet from any residence.
3. Mounting options. Roof mounted antennas may be mounted on top of existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view. The screening structure may not extend more than eight (8') feet above the existing roof line of the penthouse or mechanical equipment room.
4. Color. Roof mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and supporting structures shall be architecturally compatible with the building.

C. Monopoles with no Platform.

1. Maximum Height and Width. The maximum height of the monopole or monopole antenna shall be thirty-five (35) feet. The entire antenna structure mounted on the monopole shall not exceed two feet (2') in width. The antenna itself shall not exceed ten feet (10') in height.
2. Setback. Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.
3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

D. Monopoles with Platform.

1. Maximum Height and Width. The maximum height of the monopole or monopole antenna shall be thirty-five (35) feet. The antennas and antenna mounting structures on the monopole shall not exceed eight feet (8') in height or fifteen feet (15') in width. The antenna itself shall not exceed ten feet (10') in height.
2. Setback. Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.
3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022



Heber City Council Staff Report

MEETING DATE: 8/20/2024
SUBJECT: Animal Control Memorandum of Understanding (MOU)
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

Since the late 1990's Heber City Animal Control Services has provided county-wide animal control services. The governing interlocal has since expired. A new interlocal agreement has been drafted with Heber City continuing its role of providing county-wide animal control services. The purpose of this agenda item is to approve signing a new Interlocal agreement with the participating entities.

RECOMMENDATION

That the City Council, by motion, approve the new animal control interlocal agreement.

BACKGROUND

The City of Heber provides Animal Services to Heber City, Wasatch County, Midway, Interlaken, and hideout. The last Interlocal agreement was signed on January 28, 1999. That document is attached to this report. The agreement is two pages and addresses the following issues.

1. Identifies three entities; Midway, Wasatch County and Heber City.
 - a. We now have 5 entities
 2. Agrees that there will be one unified Ordinance that will be enforced and that all entities will mirror Heber City.
 - a. (Never Done) All entities have their own ordinances that are a little different.
 3. Determined costs for a new animal control facility.
 4. The costs of the shelter were determined by the population of the participating entities.
 5. Heber City was to be reimbursed for all animal control and administrative services on a quarterly basis.
 6. The contract could be terminated with 90 days notice.
 7. Each entity shall provide legal services for matters that occur in their jurisdiction.
-

While no Interlocal agreement has been updated since 1999, two additional jurisdictions have been added. It is also worth noting that even absent an agreement, all of the entities have been working cooperatively with little to no grievances.

All of the entities have recognized the need to update the current interlocal agreement and wished to provide input on the direction of animal services budget, policies and procedures. For the last year representatives from the participating agencies have been meeting to discuss the interlocal agreement, assessing future needs of HVAS and discussing which agency would be best to manage and oversee HVAS. While no general consensus has been made on future management HVAS, the primary focus has been on the Interlocal agreement.

The new interlocal agreement, which is attached, makes the following revisions.

1. Establishes a new board
 - a. Two representatives from Heber City.
 - b. Two representatives from Wasatch County.
 - c. One representative from Midway City.
 - d. Two non-voting members from Interlaken, Hideout.
2. Board is responsible for:
 - a. Reviewing annual budget.
 - b. Communicating back to respective jurisdictions.
 - c. Reviewing policies for HVAS
 - d. Provides a venue for dispute resolution.
3. Heber City is the operational body and responsible for;
 - a. Day to day operations.
 - b. Management of contracts.
 - c. Implementation of policies approved by the board.
 - d. Quarterly performance reports.
 - e. Establishing an annual budget.
 - f. Managing funds.
 - g. Maintaining records.
 - h. Scheduling quarterly board meetings.
3. Establishes a process for adding a new jurisdiction.
 - a. Approved by strong majority (75%) of Board.
4. Requires unanimous approval to reduce service.
5. A super majority (75%) is required to approve the budget.
6. level of service adjusted by a 50% vote.
7. The chairperson of the committee is always one member of the operating agency (Heber City).
8. Allows for a termination of contract with 12 months notice.
9. Establishes a procedure to change the operating jurisdiction to a new entity.

This agreement has been reviewed by City Staff and the City Attorney as well as other jurisdictions to address concerns that were brought to our attention.

We believe the animal control board and this MOU are necessary for the future of animal services in the Wasatch back. It is therefore our recommendation that the Heber City Council approve signing the new animal control interlocal agreement.

DISCUSSION

FISCAL IMPACT

No fiscal impact, the billing and collection of animal service fees remain the same as it was before this agreement.

CONCLUSION

It is our recommendation that this interlocal agreement be approved and signed.

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: Police Department
Staff member: Parker Sever, Chief of Police

EXHIBITS

1. OLD AGREEMENT
2. Animal Services MOU DRAFT with Midway Requested Changes - 4892-9930-8751 - 1

Wasatch City/County Animal Control
Animal Control Agreement

WHEREAS, the Midway City, Heber City, and Wasatch County (the "Parties") have a determined need to establish an animal control program, including the construction of new facilities, to provide adequate animal control for the health, safety and welfare of their residents; and

WHEREAS, the Parties have determined that it is in the best interest of their citizens to pool resources and cooperate in establishing an animal control program and constructing, equipping and operating the necessary facilities; and

WHEREAS, the Parties desire to enter into an agreement to establish such a program and set forth the rights, obligations and responsibilities of each party.

NOW THEREFORE, in consideration of obligation, payments and agreements provided herein, the parties hereby stipulate and agrees as follows:

1. Heber City is to be responsible for animal control as it relates to licensing, ~~euthanizing~~, and the controlling and care of stray and unwanted dogs, cats and other animals within the Heber City limits, Midway City limits and those remaining areas of Wasatch County as designated by the Wasatch County Commission and as agreed upon by Midway City and Heber City - there being certain areas of Wasatch County that it is not cost-efficient for the animal control officers under this agreement to serve. Animal control will be enforced based on a uniform animal control law to be agreed upon by all Parties with the State Code and Heber City Ordinance to be controlling and adopted by Wasatch County and Midway City should the Parties fail to adopt a uniform animal control law within six months of this agreement. During the first six months or until the adoption of a uniform animal control law, whichever event occurs first, the existing state law and ordinance of the respective jurisdiction shall prevail.
2. An Animal Control Board will be established with five members based on approximate percentage of population, with initially one representative being appointed by the Midway City Council, two by Wasatch County Commission and two by the Heber City Council, which board shall be responsible for setting and passing an annual budget and establishing policy.
3. ~~The Parties will construct a new animal control facility on Heber City property. The fair market value of the~~

property will be taken into consideration and constitute an up-front Heber City contribution to the initial construction budget. The fair market value will be established by the Animal Control Board. The Parties will have joint ownership of the land, buildings and equipment; however, Heber City will have the option to acquire Wasatch County and Midway's interest in said land and improvements, should this contract terminate, by paying to them their proportionate share of the then fair market value. The Animal Control Board will have input into design of the facility. Heber City will manage the design and construction of the new facility.

4. ~~Construction costs for the new facility~~, additional equipment and the annual operating budget for animal control operations will be divided among the entities based on population as reflected in the last available census report. The percentages for first six months of 1999 are: Heber City - 44%, Wasatch County - 38%, Midway - 18%. All monies collected from license sales, tickets, fines, etc. will be earmarked for animal control to be used to offset costs for the following year.
5. Heber City will provide the animal control officers who will be Heber City employees under the control and supervision of the Heber City Police Department. Heber City will be reimbursed for all animal control and administrative expenses by the participating entities on a quarterly basis.
6. Heber City is responsible for obtaining liability coverage through its insurance carrier to cover the activities of the animal control officer and shall be responsible for any claims, demands, liability or consequential damages of any kind or nature to third parties arising from the various animal control activities of the animal control officer within the service area. The cost of the coverage shall be a shared expense.
7. This shall be a year to year contract and may be terminated by any one of the Parties by giving a ninety day written notice prior to the end of any contract year.
8. Each Party shall provide legal services for the animal control officers to consult with in respect to matters relating to happenings within their respective jurisdictions as well as the issuance of any information and prosecution arising thereunder. As to capital expenditures, the entities at the request of Heber City will provide their share at the time of purchase. The operating expenses shall include fair compensation for administrative services provided by Heber City which amount shall be set by Heber City subject, however, to

approval by the Animal Control Board.

9. Resolution of the respective entities approving this agreement are attached hereto.

DATED this 28th day of January, ~~1998~~ 1999

HEBER CITY

ATTESTED:

Pamette Shuler
Heber City Recorder

[Signature]
Mayor

MIDWAY CITY

ATTESTED:

Edna S. Baum
Midway City Clerk/Recorder

[Signature]
Mayor

WASATCH COUNTY

ATTESTED:

Brent R. [Signature]
Wasatch County Clerk

[Signature]
Chairman of the Wasatch County
Commission

INTERLOCAL COOPERATIVE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (This “Agreement”) is made and entered into effective the 1st day of _____, 2024, by and between Heber City, hereinafter referred to as “Heber”, Wasatch County, hereinafter referred to as “Wasatch”, the City of Midway, hereinafter referred to as “Midway”, the Township of Interlaken, hereinafter referred to as “Interlaken”, and the Township of Hideout, hereinafter referred to as “Hideout”.

WHEREAS, the Participating Jurisdictions are, in pursuant to Utah Code Ann. § 11-13-201, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Utah Code Ann. § 11-13-201; and

WHEREAS, the Participating Jurisdictions have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. PURPOSE

a) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current Heber Valley Animal Services (HVAS).

b) To provide for an Advisory Committee to make recommendations to the Participating Jurisdictions regarding the best manner to provide animal control services and recommendations regarding the budget for animal control services.

c) To select and empower Heber to serve as the Operating Jurisdiction for the day-to-day management of animal control services, including providing, as necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

d) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

e) To achieve equitable cost sharing for each of the Participating Jurisdictions for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying

the efficiencies of scale resulting from a unified services to the combined territorial jurisdictions of the Participating Jurisdictions.

f) To preserve to each of the Participating Jurisdictions the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

g) To provide for efficient and effective animal control services for the residents of the Participating Jurisdictions.

2. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply:

a) “*Advisory Committee*” shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing recommendations to the Operating Jurisdiction regarding the Heber Valley Animal Services.

b) “*Animals*” shall mean domesticated animals or livestock.

c) “*Heber Valley Animal Services*” or “*HVAS*” shall mean a name utilized by the Operating Jurisdiction to designate the animal control services provided by the Operating Jurisdiction. Heber Valley Animal Services is not an interlocal entity or a separate legal entity from the Operating Jurisdiction.

d) “*Participating Jurisdictions*” shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout, and any other municipal corporation that is added as a Participating Jurisdiction as provided in Section 4.

e) “*Operating Costs*” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs. Operating Costs include, but are not limited to, the following: staff salaries and benefits; training and travel costs; vehicle and fuel costs; equipment; administrative costs; Service Contractor costs, building maintenance, repairs and improvements; insurance costs; and legal fees.

f) “*Non-Participating Jurisdictions*” shall mean an agency/entity that is being provided animal related services, but is not considered as a Participating Jurisdiction.

g) “*Operating Jurisdiction*” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement. The initial Operating Jurisdiction shall be Heber City.

h) “*Service Contractor*” shall mean a qualified third-party independent contractor hired by the Operating Jurisdiction to provide equipment or services to the Operating Jurisdiction related to the animal control services and programs provided by the Operating Jurisdiction.

i) “*Service Fees*” shall mean the fees charged to Participating Jurisdictions and Non-Participating Jurisdictions by the Operating Jurisdiction for the services outlined within this Agreement.

3. TERMS OF AGREEMENT AND TERMINATION.

a) This Agreement shall become effective on _____ 1, 2024 and have an initial term of ten (10) years.

b) This agreement will be automatically renewed in ten-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.

c) Participating Jurisdictions who wish to withdraw from this agreement must provide the Operating Jurisdiction and Advisory Committee a written notice of intent to withdrawal at least 12 months’ notice prior to the effective date of withdrawal. The effective date of the withdrawal must be June 30 unless otherwise agreed to by Midway, Wasatch and Heber.

4. ADVISORY COMMITTEE.

a) The Advisory Committee shall be responsible for the following:

i. Making recommendations to the Operating Jurisdiction related to services provided by Operating Jurisdiction within the total combined jurisdictional territory of the Participating Jurisdictions and any Non-Participating Jurisdiction.

ii. Reviewing and making recommendations to the Operating Jurisdiction regarding the annual budget and the Services Fees to be charged to each Participating Jurisdiction and Non-Participating Jurisdictions.

iii. Communicating back to the Participating Jurisdictions and Non-Participating Jurisdictions summaries and reports of the activities associated with Heber Valley Animal Services.

b) The Advisory Committee shall initially consist of the following 5 voting members:

Two (2) members shall be appointed by Heber
Two (2) members shall be appointed by Wasatch
One (1) member shall be appointed by Midway

c) Heber, Wasatch and Midway shall delegate one member from each of these entities representatives on the advisory committee to have authority to approve amendments to this Agreement as set forth in paragraphs 5 and 7.

d) The Advisory Committee shall also initially consist of 1 non-voting member from each of Interlaken and Hideout.

e) One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Advisory Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Advisory Committee Members as deemed useful/necessary to provide input and support.

f) Non-Participating Jurisdictions may send up to 1 individual to sit in and listen to Advisory Committee meetings; but must be invited by the Chair to participate and do not have any voting privileges.

g) As determined necessary by unanimous written consent of the Advisory Committee, additional voting members may be appointed.

h) The Advisory Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Agreement.

5. OPERATING JURISDICTION.

a) Appointment. Heber City shall be designated as the Operating Jurisdiction unless otherwise designated by unanimous written consent of the Advisory Committee and written approval by both the incoming and outgoing Operating Jurisdictions' legislative body.

b) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

2. Management of all contracts with any service contractors or other entities for services performed within HVAS.

3. Creation of quarterly performance reports including quarterly budget statements that are made easily available to the public and provided to the Advisory Committee regarding the operations of HVAS.

4. Establishing and managing an annual operating budget and related service fees to be reviewed by the Advisory Committee.

5. Managing HVAS funds and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

6. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.

7. Scheduling quarterly Advisory Committee meetings.
8. Following all open meeting requirements as outlined within state and local laws.
9. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HVAS related records.

6. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND NON-PARTICIPATING JURISDICTIONS

- a. Non-Participating Jurisdiction. The Operating Jurisdiction may establish fees for service provided to Non-Participating Jurisdictions. The fees shall be equal to or exceed the total costs of providing those services. Wasatch may request services for Non-Participating Jurisdictions if Wasatch pays the established fees.
- b. Adding New Participating Jurisdictions. This Agreement may be amended to add a New Participating Jurisdiction with the consent of Heber, Midway and Wasatch.

7. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a Service Contractor for assistance with operational efficiencies of the services provided, but not for the outsourcing of the HVAS day to day operations.

8. ANIMAL CONTROL BASIS SERVICES.

- a. The Operating Jurisdiction shall provide the following base level of service for each of the Participating Jurisdictions:
 - i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinances of Participating Jurisdictions.
 - iii. Cooperation with law enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.

- vii. Apprehension of stray animals.
 - viii. Impounding and boarding of apprehended animals.
 - ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
 - x. Disposal of animal remains.
 - xi. Owner notification of found animals and identity-code retrieval.
- b. The Operating Jurisdiction shall only provide a base level of services to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger or responding to a vicious animal. Non-Participating Jurisdictions shall not receive any non-base or pro-active services, such as street sweeps, discounted wellness services (if offered), enforcement of local regulations, and citizen drop off or surrender of animal brought to the shelter.
- c. This Agreement may be amended to change the scope of the base level of services (as enumerated above) with the consent of Heber, Midway and Wasatch.
- d. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

9. HVAS BUDGET DEVELOPMENT PROCESS

- a. The Operating Budget for HVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.
- b. At the start of each calendar year, the Operating Jurisdiction will present to the Advisory Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:
- i. When the Proposed Budget for the following year will be made available to Advisory Committee Members for initial review and input.
 - ii. When the Proposed Budget for the following year will be discussed during an Advisory Committee meeting.
 - iii. When the recommendation for the Proposed Budget for the following year will be voted on by the Advisory Committee.

c. In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Advisory Committee members adequate time to review the Proposed Budget, present the proposed budget to their respective councils, and to collect consensus among their Participating Organization.

d. The Proposed Budget, which shall be prepared by the Operating Jurisdiction, shall take into account the following: any anticipated excess Service Fees from the current year; any anticipated shortfall in Service Fees from the current year (which shortfall may be included in the next year's budget); all animal control revenues anticipated in the upcoming fiscal year, which shall include all fees collected in connected with services provide to Non-Participating Jurisdictions, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees; and any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this Agreement.

e. The Advisory Committee shall vote on a recommendation regarding the budget presented by the Operating Jurisdiction. If the Operating Jurisdiction does not accept the recommendation of the Advisory Committee with respect to the Budget, the budget prepared by the Operating Jurisdiction shall be the budget for the next fiscal year, unless the budget proposed by the Operating Jurisdiction increased by more than 15% over the previous fiscal year, in which case the Operating Jurisdiction shall prepare a budget for HVAS with an increase of not more than 15% over the previous fiscal year budget.

f. Upon approval of the HVAS Budget, every Committee Member shall work with their Participating Jurisdiction towards an approved budget to pay for the Service Fees.

10. AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL INCREASE IN SERVICE FEES

Participating Jurisdictions shall pay their approved Service Fee even if that Participating Jurisdiction: (i) did not have a voting Advisory Committee member on the Advisory Committee, or (ii) did not vote in favor of approving the budget and proposed service fees.

11. CALCULATING THE ANNUAL SERVICE FEES.

The annual Services Fees for each Participating Jurisdiction shall be determined by multiplying the Annual Budget by each Participating Jurisdiction's percentage of the total population of all the Participating Jurisdictions. The Operating Jurisdiction shall be responsible for determining the population of each Participating Jurisdiction, which may be based on any official federal, state or county population estimates.

12. COLLECTION AND MANAGEMENT OF HVAS FUNDS

a. The Operating Jurisdiction shall invoice each Participating Jurisdiction for the Service Fees as outlined within the approved annual budget on a quarterly basis.

b. Participating Jurisdictions shall make payment to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction. Any late payments by Participating Jurisdictions shall bear interest at the rate of eighteen percent (18%) for annum.

c. It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

d. It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Advisory Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected year end fund balance. These financial reports can also be requested by any participating agency and will be provided within 14 days of the request.

13. INTEGRATION, MODIFICATION, AND SEVERABILITY

a. Except as otherwise provide in this Agreement, this Agreement may be modified, amended, or terminated only upon written agreement of the Participating Jurisdictions.

b. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be give effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

14. INSURANCE REQUIREMENTS.

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors.

15. NO SEPARATE LEGAL ENTITY.

No separate legal entity is created by this Agreement.

16. INTERLOCAL COOPERATION ACT.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

By: _____
Chair

By: _____
Wasatch County Sheriff

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____
County Attorney

HEBER CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF MIDWAY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

TOWNSHIP OF INTERLAKEN

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

TOWNSHIP OF HIDEOUT

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney



Heber City Council Staff Report

MEETING DATE: 8/20/2024
SUBJECT: Public Safety Report
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
-

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the **item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

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

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Police Department
Staff member:

EXHIBITS

None

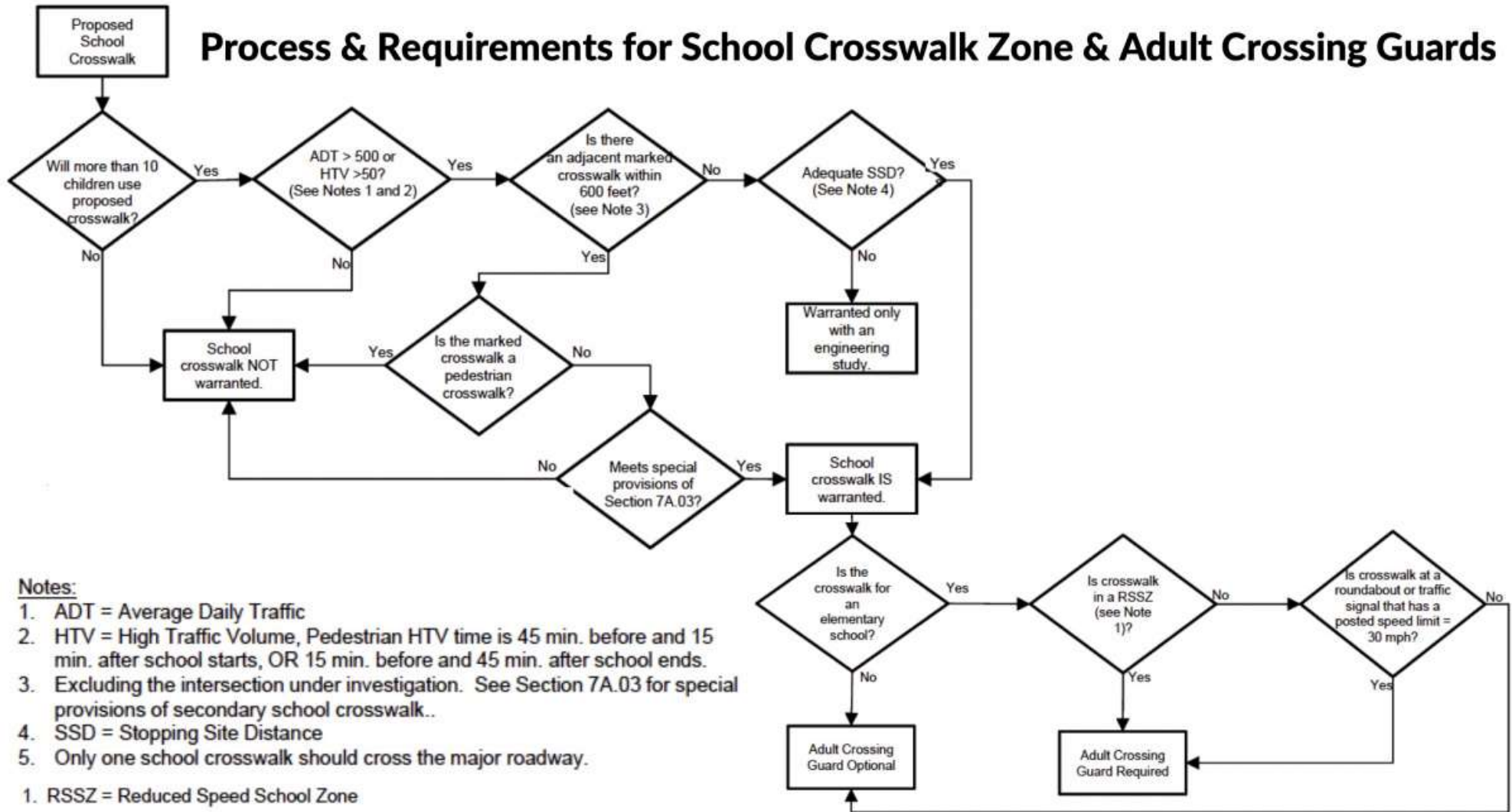


Crossing Guards in Heber City

What Warrants a crossing Guard

- ▶ Requires that at least 10 children use the crosswalk
- ▶ Average daily traffic exceeds 500 vehicles
- ▶ No marked crosswalk within 600 feet
- ▶ Adequate sight stopping distance

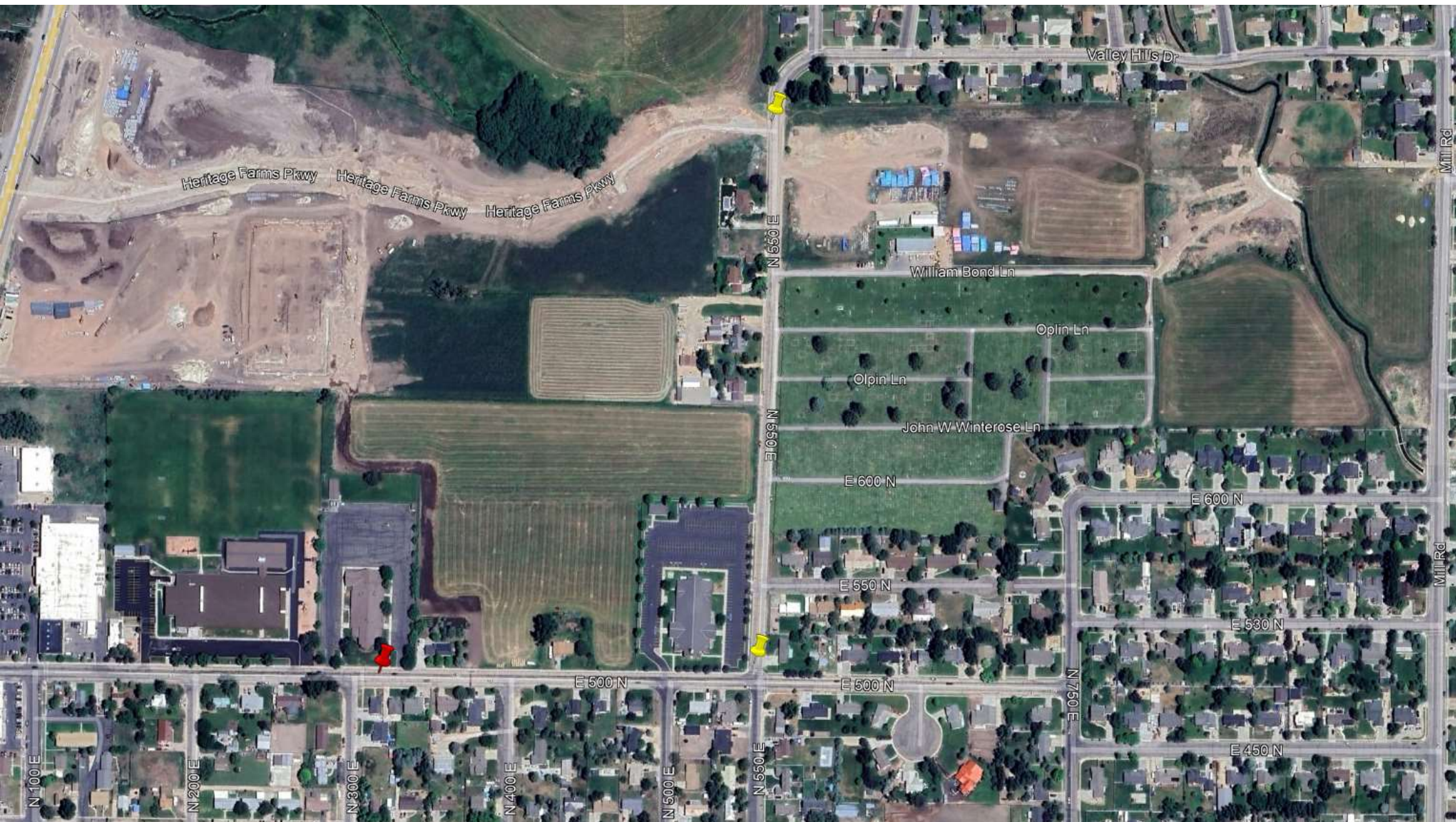
Process & Requirements for School Crosswalk Zone & Adult Crossing Guards

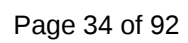


Summary

- ▶ 9 Current locations with 13 full time crossing guards (**RED**)
- ▶ 3 in progress locations with 3 crossing guards gathering data (**YELLOW**)
- ▶ 1 removal on Main Street (Green Triangle)
- ▶ 8 Substitute crossing guards
- ▶ 24 total crossing guards
- ▶ Midway using part-time crossing guards.



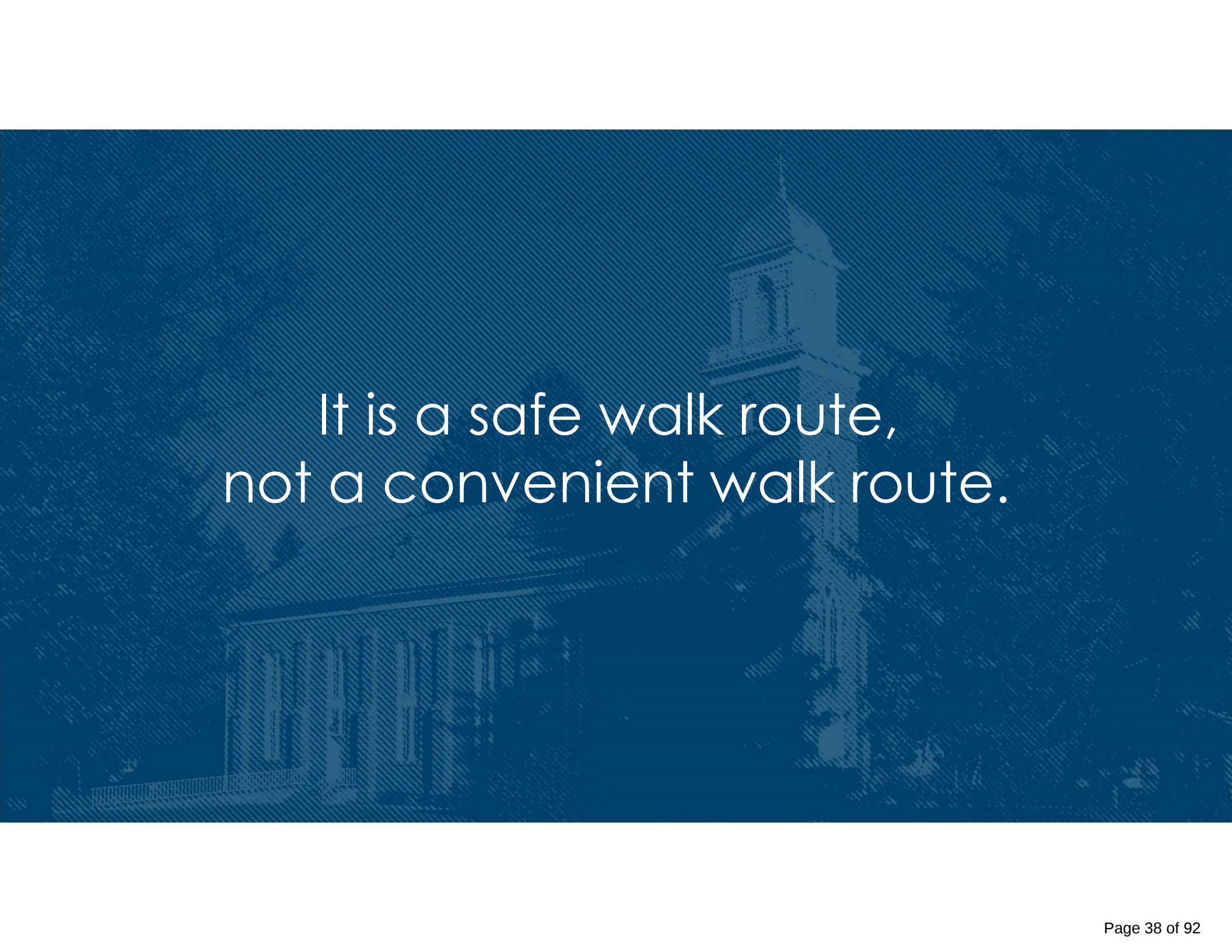












It is a safe walk route,
not a convenient walk route.



Heber City Council Staff Report

MEETING DATE: 8/20/2024

SUBJECT: Contract Award for Construction of the Cemetery Section B Landscape Project

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to Utah Landscape for the 2024 Cemetery Section B Landscape Project.

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder Utah Landscape for an amount of \$343,303.10.

BACKGROUND

When Section B of Heritage Farms Parkway (Eastern Bypass) was originally bid in 2023, it included an alternate bid item for landscaping intended to meet the City's commitments to some of the neighboring residents. The original bid price through UDOT's contracting process was \$1,164,000. Due to the excessive costs and limited budget, the City chose not to award the landscaping at that time. Since then, staff has worked with our consultant Horrocks Engineers to re-design the project in an effort to simplify it and reduce the costs.

The revised project was re-advertised for bid in July and August with a public bid opening held on August 8th. The following bids were received:

Bidder	Bid Amount for Recommended Items
Utah Landscape	\$343,303.10
Novo Innovations	\$435,518.25
RBI, Inc.	\$492,891.80

Attached is the bid tabulation showing the bid details.

DISCUSSION

The contract was bid with various additive and alternative bid items. The recommended award includes both the additive bid items, which include building part of a landscape berm on the east end of the project, and completing some finish grading on the area north of the existing landscape berm on the west end of the project. It also includes Alternate Bid Item 2, which is to provide a Weathertrak 2-wire control system per our new park standards.

The project is anticipated to be complete by October 1, 2024.

FISCAL IMPACT

Total Engineering design and inspection services for the project are estimated to be \$39,812. The construction cost if awarded to Utah Landscape is \$343,303.10. Electrical work to be completed by Heber Light & Power for the controller system has an estimated cost of \$16,000.

The total budget for the project, including a 10% construction contingency, is estimated to be \$439,000. Of these costs, approximately \$12,000 was paid out in FY23/24, leaving roughly \$427,000 to be paid from the FY24/25 Budget.

The FY24/25 Budget includes \$200,000 of operating money (Fund 42 - General Fund) for this project. If awarded as recommended, a budget amendment will be needed. Staff will be prepared to discuss options for the additional \$227,000 needed for the project during the Council Meeting.

CONCLUSION

Based on receiving favorable bids and the need to complete the landscaping per our commitments, Staff recommends that the Council approve the recommendation to award the contract to Utah Landscape.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

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

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Bid Tabulation

Project Ma Willa Motley
Project En Zach Scott

\$41,714.50

0

RBI, Inc

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$26,950.00	\$26,950.00	\$32,150.00	\$32,150.00	\$36,000.00	\$36,000.00
2	Landscape Rock (6" depth) (Plan Quantity)	552	CY	\$100.00	\$55,200.00	\$87.00	\$48,024.00	\$220.00	\$121,440.00	\$145.00	\$80,040.00
3	Weed Barrier (Plan Quantity)	30000	SF	\$0.35	\$10,500.00	\$0.35	\$10,500.00	\$0.46	\$13,800.00	\$0.55	\$16,500.00
4	Boulders	184	EA	\$250.00	\$46,000.00	\$125.00	\$23,000.00	\$250.00	\$46,000.00	\$115.00	\$21,160.00
5	6-7' Evergreen Tree	133	EA	\$600.00	\$79,800.00	\$475.00	\$63,175.00	\$579.00	\$77,007.00	\$750.00	\$99,750.00
6	2" Caliper Tree	34	EA	\$500.00	\$17,000.00	\$395.00	\$13,430.00	\$680.00	\$23,120.00	\$700.00	\$23,800.00
7	5 Gallon Plant	199	EA	\$65.00	\$12,935.00	\$62.00	\$12,338.00	\$70.00	\$13,930.00	\$71.00	\$14,129.00
8	1 Gallon Plant	70	EA	\$48.00	\$3,360.00	\$27.00	\$1,890.00	\$30.00	\$2,100.00	\$35.00	\$2,450.00
9	Irrigation Connection	1	LS	\$3,200.00	\$3,200.00	\$9,500.00	\$9,500.00	\$61,500.00	\$61,500.00	\$17,200.00	\$17,200.00
10	Irrigation Control System	1	LS	\$14,000.00	\$14,000.00	\$2,475.00	\$2,475.00	\$245.00	\$245.00	\$16,000.00	\$16,000.00
11	Irrigation (Plan Quantity)	15074	SF	\$2.00	\$30,148.00	\$4.50	\$67,833.00	\$1,500.00	\$1,500.00	\$7.15	\$107,779.10

TOTAL BASE BID - 2024 Cemetery Section B Landscape	\$292,143.00	\$279,115.00	\$392,792.00	\$434,808.10
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RBI, Inc

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1AD	Extend Landscape Berm (City Furnished Material)	LF	817	\$60.00	\$49,020.00	\$28.00	\$22,876.00	\$8,088.00	\$8,088.00	\$20.00	\$16,340.00
2AD	Finish Grading North of Berm	SF	32426	\$0.80	\$25,940.80	\$0.85	\$27,562.10	\$17,834.00	\$17,834.00	\$0.70	\$22,698.20

TOTAL ALTERNATE BID - 2024 Cemetery Section B Landscape	\$74,960.80	\$50,438.10	\$25,922.00	\$39,038.20
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RBI, Inc

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1ALT	Install Native Seed In Park Strip In Lieu of Roc	SF	16545	(\$1.50)	(\$24,817.50)	-\$1.28	-\$21,177.60	- \$0.35	-\$5,790.75	-\$0.10	-\$1,654.50
2ALT	Install Weathertrak 2-wire system In Lieu of H	LS	1	\$45,000.00	\$45,000.00	\$13,750.00	\$13,750.00	\$22,595.00	\$22,595.00	\$20,700.00	\$20,700.00
	Extend Landscape Berm, Plan Qty.										
3ALT	(Contractor Furnished Material)	CY	605	\$40.00	\$24,200.00	\$35.00	\$21,175.00	\$38.00	\$22,990.00	\$32.00	\$19,360.00



Heber City Council Staff Report

MEETING DATE: 8/20/2024
SUBJECT: Animal Control Memorandum of Understanding (MOU)
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

Since the late 1990's Heber City Animal Control Services has provided county-wide animal control services. The governing interlocal has since expired. A new interlocal agreement has been drafted with Heber City continuing its role of providing county-wide animal control services. The purpose of this agenda item is to approve signing a new Interlocal agreement with the participating entities.

RECOMMENDATION

That the City Council, by motion, approve the new animal control interlocal agreement.

BACKGROUND

The City of Heber provides Animal Services to Heber City, Wasatch County, Midway, Interlaken, and hideout. The last Interlocal agreement was signed on January 28, 1999. That document is attached to this report. The agreement is two pages and addresses the following issues.

1. Identifies three entities; Midway, Wasatch County and Heber City.
 - a. We now have 5 entities
 2. Agrees that there will be one unified Ordinance that will be enforced and that all entities will mirror Heber City.
 - a. (Never Done) All entities have their own ordinances that are a little different.
 3. Determined costs for a new animal control facility.
 4. The costs of the shelter were determined by the population of the participating entities.
 5. Heber City was to be reimbursed for all animal control and administrative services on a quarterly basis.
 6. The contract could be terminated with 90 days notice.
 7. Each entity shall provide legal services for matters that occur in their jurisdiction.
-

While no Interlocal agreement has been updated since 1999, two additional jurisdictions have been added. It is also worth noting that even absent an agreement, all of the entities have been working cooperatively with little to no grievances.

All of the entities have recognized the need to update the current interlocal agreement and wished to provide input on the direction of animal services budget, policies and procedures. For the last year representatives from the participating agencies have been meeting to discuss the interlocal agreement, assessing future needs of HVAS and discussing which agency would be best to manage and oversee HVAS. While no general consensus has been made on future management HVAS, the primary focus has been on the Interlocal agreement.

The new interlocal agreement, which is attached, makes the following revisions.

1. Establishes a new board
 - a. Two representatives from Heber City.
 - b. Two representatives from Wasatch County.
 - c. One representative from Midway City.
 - d. Two non-voting members from Interlaken, Hideout.
2. Board is responsible for:
 - a. Reviewing annual budget.
 - b. Communicating back to respective jurisdictions.
 - c. Reviewing policies for HVAS
 - d. Provides a venue for dispute resolution.
3. Heber City is the operational body and responsible for;
 - a. Day to day operations.
 - b. Management of contracts.
 - c. Implementation of policies approved by the board.
 - d. Quarterly performance reports.
 - e. Establishing an annual budget.
 - f. Managing funds.
 - g. Maintaining records.
 - h. Scheduling quarterly board meetings.
3. Establishes a process for adding a new jurisdiction.
 - a. Approved by strong majority (75%) of Board.
4. Requires unanimous approval to reduce service.
5. A super majority (75%) is required to approve the budget.
6. level of service adjusted by a 50% vote.
7. The chairperson of the committee is always one member of the operating agency (Heber City).
8. Allows for a termination of contract with 12 months notice.
9. Establishes a procedure to change the operating jurisdiction to a new entity.

This agreement has been reviewed by City Staff and the City Attorney as well as other jurisdictions to address concerns that were brought to our attention.

We believe the animal control board and this MOU are necessary for the future of animal services in the Wasatch back. It is therefore our recommendation that the Heber City Council approve signing the new animal control interlocal agreement.

DISCUSSION

FISCAL IMPACT

No fiscal impact, the billing and collection of animal service fees remain the same as it was before this agreement.

CONCLUSION

It is our recommendation that this interlocal agreement be approved and signed.

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: Police Department
Staff member: Parker Sever, Chief of Police

EXHIBITS

1. OLD AGREEMENT
2. Animal Services MOU DRAFT with Midway Requested Changes - 4892-9930-8751 - 1

Wasatch City/County Animal Control
Animal Control Agreement

WHEREAS, the Midway City, Heber City, and Wasatch County (the "Parties") have a determined need to establish an animal control program, including the construction of new facilities, to provide adequate animal control for the health, safety and welfare of their residents; and

WHEREAS, the Parties have determined that it is in the best interest of their citizens to pool resources and cooperate in establishing an animal control program and constructing, equipping and operating the necessary facilities; and

WHEREAS, the Parties desire to enter into an agreement to establish such a program and set forth the rights, obligations and responsibilities of each party.

NOW THEREFORE, in consideration of obligation, payments and agreements provided herein, the parties hereby stipulate and agrees as follows:

1. Heber City is to be responsible for animal control as it relates to licensing, ~~euthanizing~~, and the controlling and care of stray and unwanted dogs, cats and other animals within the Heber City limits, Midway City limits and those remaining areas of Wasatch County as designated by the Wasatch County Commission and as agreed upon by Midway City and Heber City - there being certain areas of Wasatch County that it is not cost-efficient for the animal control officers under this agreement to serve. Animal control will be enforced based on a uniform animal control law to be agreed upon by all Parties with the State Code and Heber City Ordinance to be controlling and adopted by Wasatch County and Midway City should the Parties fail to adopt a uniform animal control law within six months of this agreement. During the first six months or until the adoption of a uniform animal control law, whichever event occurs first, the existing state law and ordinance of the respective jurisdiction shall prevail.
2. An Animal Control Board will be established with five members based on approximate percentage of population, with initially one representative being appointed by the Midway City Council, two by Wasatch County Commission and two by the Heber City Council, which board shall be responsible for setting and passing an annual budget and establishing policy.
3. ~~The Parties will construct a new animal control facility on Heber City property. The fair market value of the~~

property will be taken into consideration and constitute an up-front Heber City contribution to the initial construction budget. The fair market value will be established by the Animal Control Board. The Parties will have joint ownership of the land, buildings and equipment; however, Heber City will have the option to acquire Wasatch County and Midway's interest in said land and improvements, should this contract terminate, by paying to them their proportionate share of the then fair market value. The Animal Control Board will have input into design of the facility. Heber City will manage the design and construction of the new facility.

4. ~~Construction costs for the new facility~~, additional equipment and the annual operating budget for animal control operations will be divided among the entities based on population as reflected in the last available census report. The percentages for first six months of 1999 are: Heber City - 44%, Wasatch County - 38%, Midway - 18%. All monies collected from license sales, tickets, fines, etc. will be earmarked for animal control to be used to offset costs for the following year.
5. Heber City will provide the animal control officers who will be Heber City employees under the control and supervision of the Heber City Police Department. Heber City will be reimbursed for all animal control and administrative expenses by the participating entities on a quarterly basis.
6. Heber City is responsible for obtaining liability coverage through its insurance carrier to cover the activities of the animal control officer and shall be responsible for any claims, demands, liability or consequential damages of any kind or nature to third parties arising from the various animal control activities of the animal control officer within the service area. The cost of the coverage shall be a shared expense.
7. This shall be a year to year contract and may be terminated by any one of the Parties by giving a ninety day written notice prior to the end of any contract year.
8. Each Party shall provide legal services for the animal control officers to consult with in respect to matters relating to happenings within their respective jurisdictions as well as the issuance of any information and prosecution arising thereunder. As to capital expenditures, the entities at the request of Heber City will provide their share at the time of purchase. The operating expenses shall include fair compensation for administrative services provided by Heber City which amount shall be set by Heber City subject, however, to

approval by the Animal Control Board.

9. Resolution of the respective entities approving this agreement are attached hereto.

DATED this 28th day of January, ~~1998~~ 1999

HEBER CITY

ATTESTED:

Paulette Shuler
Heber City Recorder

[Signature]
Mayor

MIDWAY CITY

ATTESTED:

Edna S. Baum
Midway City Clerk/Recorder

[Signature]
Mayor

WASATCH COUNTY

ATTESTED:

Brent R. [Signature]
Wasatch County Clerk

[Signature]
Chairman of the Wasatch County
Commission

INTERLOCAL COOPERATIVE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (This “Agreement”) is made and entered into effective the 1st day of _____, 2024, by and between Heber City, hereinafter referred to as “Heber”, Wasatch County, hereinafter referred to as “Wasatch”, the City of Midway, hereinafter referred to as “Midway”, the Township of Interlaken, hereinafter referred to as “Interlaken”, and the Township of Hideout, hereinafter referred to as “Hideout”.

WHEREAS, the Participating Jurisdictions are, in pursuant to Utah Code Ann. § 11-13-201, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Utah Code Ann. § 11-13-201; and

WHEREAS, the Participating Jurisdictions have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. PURPOSE

a) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current Heber Valley Animal Services (HVAS).

b) To provide for an Advisory Committee to make recommendations to the Participating Jurisdictions regarding the best manner to provide animal control services and recommendations regarding the budget for animal control services.

c) To select and empower Heber to serve as the Operating Jurisdiction for the day-to-day management of animal control services, including providing, as necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

d) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

e) To achieve equitable cost sharing for each of the Participating Jurisdictions for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying

the efficiencies of scale resulting from a unified services to the combined territorial jurisdictions of the Participating Jurisdictions.

f) To preserve to each of the Participating Jurisdictions the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

g) To provide for efficient and effective animal control services for the residents of the Participating Jurisdictions.

2. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply:

a) “*Advisory Committee*” shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing recommendations to the Operating Jurisdiction regarding the Heber Valley Animal Services.

b) “*Animals*” shall mean domesticated animals or livestock.

c) “*Heber Valley Animal Services*” or “*HVAS*” shall mean a name utilized by the Operating Jurisdiction to designate the animal control services provided by the Operating Jurisdiction. Heber Valley Animal Services is not an interlocal entity or a separate legal entity from the Operating Jurisdiction.

d) “*Participating Jurisdictions*” shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout, and any other municipal corporation that is added as a Participating Jurisdiction as provided in Section 4.

e) “*Operating Costs*” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs. Operating Costs include, but are not limited to, the following: staff salaries and benefits; training and travel costs; vehicle and fuel costs; equipment; administrative costs; Service Contractor costs, building maintenance, repairs and improvements; insurance costs; and legal fees.

f) “*Non-Participating Jurisdictions*” shall mean an agency/entity that is being provided animal related services, but is not considered as a Participating Jurisdiction.

g) “*Operating Jurisdiction*” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement. The initial Operating Jurisdiction shall be Heber City.

h) “*Service Contractor*” shall mean a qualified third-party independent contractor hired by the Operating Jurisdiction to provide equipment or services to the Operating Jurisdiction related to the animal control services and programs provided by the Operating Jurisdiction.

i) “*Service Fees*” shall mean the fees charged to Participating Jurisdictions and Non-Participating Jurisdictions by the Operating Jurisdiction for the services outlined within this Agreement.

3. TERMS OF AGREEMENT AND TERMINATION.

a) This Agreement shall become effective on _____ 1, 2024 and have an initial term of ten (10) years.

b) This agreement will be automatically renewed in ten-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.

c) Participating Jurisdictions who wish to withdraw from this agreement must provide the Operating Jurisdiction and Advisory Committee a written notice of intent to withdrawal at least 12 months’ notice prior to the effective date of withdrawal. The effective date of the withdrawal must be June 30 unless otherwise agreed to by Midway, Wasatch and Heber.

4. ADVISORY COMMITTEE.

a) The Advisory Committee shall be responsible for the following:

i. Making recommendations to the Operating Jurisdiction related to services provided by Operating Jurisdiction within the total combined jurisdictional territory of the Participating Jurisdictions and any Non-Participating Jurisdiction.

ii. Reviewing and making recommendations to the Operating Jurisdiction regarding the annual budget and the Services Fees to be charged to each Participating Jurisdiction and Non-Participating Jurisdictions.

iii. Communicating back to the Participating Jurisdictions and Non-Participating Jurisdictions summaries and reports of the activities associated with Heber Valley Animal Services.

b) The Advisory Committee shall initially consist of the following 5 voting members:

Two (2) members shall be appointed by Heber
Two (2) members shall be appointed by Wasatch
One (1) member shall be appointed by Midway

c) Heber, Wasatch and Midway shall delegate one member from each of these entities representatives on the advisory committee to have authority to approve amendments to this Agreement as set forth in paragraphs 5 and 7.

d) The Advisory Committee shall also initially consist of 1 non-voting member from each of Interlaken and Hideout.

e) One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Advisory Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Advisory Committee Members as deemed useful/necessary to provide input and support.

f) Non-Participating Jurisdictions may send up to 1 individual to sit in and listen to Advisory Committee meetings; but must be invited by the Chair to participate and do not have any voting privileges.

g) As determined necessary by unanimous written consent of the Advisory Committee, additional voting members may be appointed.

h) The Advisory Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Agreement.

5. OPERATING JURISDICTION.

a) Appointment. Heber City shall be designated as the Operating Jurisdiction unless otherwise designated by unanimous written consent of the Advisory Committee and written approval by both the incoming and outgoing Operating Jurisdictions' legislative body.

b) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

2. Management of all contracts with any service contractors or other entities for services performed within HVAS.

3. Creation of quarterly performance reports including quarterly budget statements that are made easily available to the public and provided to the Advisory Committee regarding the operations of HVAS.

4. Establishing and managing an annual operating budget and related service fees to be reviewed by the Advisory Committee.

5. Managing HVAS funds and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

6. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.

7. Scheduling quarterly Advisory Committee meetings.
8. Following all open meeting requirements as outlined within state and local laws.
9. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HVAS related records.

6. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND NON-PARTICIPATING JURISDICTIONS

- a. Non-Participating Jurisdiction. The Operating Jurisdiction may establish fees for service provided to Non-Participating Jurisdictions. The fees shall be equal to or exceed the total costs of providing those services. Wasatch may request services for Non-Participating Jurisdictions if Wasatch pays the established fees.
- b. Adding New Participating Jurisdictions. This Agreement may be amended to add a New Participating Jurisdiction with the consent of Heber, Midway and Wasatch.

7. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a Service Contractor for assistance with operational efficiencies of the services provided, but not for the outsourcing of the HVAS day to day operations.

8. ANIMAL CONTROL BASIS SERVICES.

- a. The Operating Jurisdiction shall provide the following base level of service for each of the Participating Jurisdictions:
 - i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinances of Participating Jurisdictions.
 - iii. Cooperation with law enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.

- vii. Apprehension of stray animals.
 - viii. Impounding and boarding of apprehended animals.
 - ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
 - x. Disposal of animal remains.
 - xi. Owner notification of found animals and identity-code retrieval.
- b. The Operating Jurisdiction shall only provide a base level of services to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger or responding to a vicious animal. Non-Participating Jurisdictions shall not receive any non-base or pro-active services, such as street sweeps, discounted wellness services (if offered), enforcement of local regulations, and citizen drop off or surrender of animal brought to the shelter.
- c. This Agreement may be amended to change the scope of the base level of services (as enumerated above) with the consent of Heber, Midway and Wasatch.
- d. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

9. HVAS BUDGET DEVELOPMENT PROCESS

- a. The Operating Budget for HVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.
- b. At the start of each calendar year, the Operating Jurisdiction will present to the Advisory Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:
- i. When the Proposed Budget for the following year will be made available to Advisory Committee Members for initial review and input.
 - ii. When the Proposed Budget for the following year will be discussed during an Advisory Committee meeting.
 - iii. When the recommendation for the Proposed Budget for the following year will be voted on by the Advisory Committee.

c. In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Advisory Committee members adequate time to review the Proposed Budget, present the proposed budget to their respective councils, and to collect consensus among their Participating Organization.

d. The Proposed Budget, which shall be prepared by the Operating Jurisdiction, shall take into account the following: any anticipated excess Service Fees from the current year; any anticipated shortfall in Service Fees from the current year (which shortfall may be included in the next year's budget); all animal control revenues anticipated in the upcoming fiscal year, which shall include all fees collected in connected with services provide to Non-Participating Jurisdictions, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees; and any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this Agreement.

e. The Advisory Committee shall vote on a recommendation regarding the budget presented by the Operating Jurisdiction. If the Operating Jurisdiction does not accept the recommendation of the Advisory Committee with respect to the Budget, the budget prepared by the Operating Jurisdiction shall be the budget for the next fiscal year, unless the budget proposed by the Operating Jurisdiction increased by more than 15% over the previous fiscal year, in which case the Operating Jurisdiction shall prepare a budget for HVAS with an increase of not more than 15% over the previous fiscal year budget.

f. Upon approval of the HVAS Budget, every Committee Member shall work with their Participating Jurisdiction towards an approved budget to pay for the Service Fees.

10. AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL INCREASE IN SERVICE FEES

Participating Jurisdictions shall pay their approved Service Fee even if that Participating Jurisdiction: (i) did not have a voting Advisory Committee member on the Advisory Committee, or (ii) did not vote in favor of approving the budget and proposed service fees.

11. CALCULATING THE ANNUAL SERVICE FEES.

The annual Services Fees for each Participating Jurisdiction shall be determined by multiplying the Annual Budget by each Participating Jurisdiction's percentage of the total population of all the Participating Jurisdictions. The Operating Jurisdiction shall be responsible for determining the population of each Participating Jurisdiction, which may be based on any official federal, state or county population estimates.

12. COLLECTION AND MANAGEMENT OF HVAS FUNDS

a. The Operating Jurisdiction shall invoice each Participating Jurisdiction for the Service Fees as outlined within the approved annual budget on a quarterly basis.

b. Participating Jurisdictions shall make payment to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction. Any late payments by Participating Jurisdictions shall bear interest at the rate of eighteen percent (18%) for annum.

c. It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

d. It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Advisory Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected year end fund balance. These financial reports can also be requested by any participating agency and will be provided within 14 days of the request.

13. INTEGRATION, MODIFICATION, AND SEVERABILITY

a. Except as otherwise provide in this Agreement, this Agreement may be modified, amended, or terminated only upon written agreement of the Participating Jurisdictions.

b. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be give effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

14. INSURANCE REQUIREMENTS.

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors.

15. NO SEPARATE LEGAL ENTITY.

No separate legal entity is created by this Agreement.

16. INTERLOCAL COOPERATION ACT.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

By: _____
Chair

By: _____
Wasatch County Sheriff

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____
County Attorney

HEBER CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF MIDWAY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

TOWNSHIP OF INTERLAKEN

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

TOWNSHIP OF HIDEOUT

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney



Heber City Council Staff Report

MEETING DATE: 8/20/2024

SUBJECT: Contract Award for Construction of the Cemetery Section B Landscape Project

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to Utah Landscape for the 2024 Cemetery Section B Landscape Project.

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder Utah Landscape for an amount of \$343,303.10.

BACKGROUND

When Section B of Heritage Farms Parkway (Eastern Bypass) was originally bid in 2023, it included an alternate bid item for landscaping intended to meet the City's commitments to some of the neighboring residents. The original bid price through UDOT's contracting process was \$1,164,000. Due to the excessive costs and limited budget, the City chose not to award the landscaping at that time. Since then, staff has worked with our consultant Horrocks Engineers to re-design the project in an effort to simplify it and reduce the costs.

The revised project was re-advertised for bid in July and August with a public bid opening held on August 8th. The following bids were received:

Bidder	Bid Amount for Recommended Items
Utah Landscape	\$343,303.10
Novo Innovations	\$435,518.25
RBI, Inc.	\$492,891.80

Attached is the bid tabulation showing the bid details.

DISCUSSION

The contract was bid with various additive and alternative bid items. The recommended award includes both the additive bid items, which include building part of a landscape berm on the east end of the project, and completing some finish grading on the area north of the existing landscape berm on the west end of the project. It also includes Alternate Bid Item 2, which is to provide a Weathertrak 2-wire control system per our new park standards.

The project is anticipated to be complete by October 1, 2024.

FISCAL IMPACT

Total Engineering design and inspection services for the project are estimated to be \$39,812.

The construction cost if awarded to Utah Landscape is \$343,303.10.

Electrical work to be completed by Heber Light & Power for the controller system has an estimated cost of \$16,000.

The total budget for the project, including a 10% construction contingency, is estimated to be \$439,000. Of these costs, approximately \$12,000 was paid out in FY23/24, leaving roughly \$427,000 to be paid from the FY24/25 Budget.

The FY24/25 Budget includes \$200,000 of operating money (Fund 42 - General Fund) for this project. If awarded as recommended, a budget amendment will be needed. Staff will be prepared to discuss options for the additional \$227,000 needed for the project during the Council Meeting.

CONCLUSION

Based on receiving favorable bids and the need to complete the landscaping per our commitments, Staff recommends that the Council approve the recommendation to award the contract to Utah Landscape.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the **item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

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

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Bid Tabulation

Project Ma Willa Motley
Project En; Zach Scott

\$41,714.50

0

RBI, Inc

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$26,950.00	\$26,950.00	\$32,150.00	\$32,150.00	\$36,000.00	\$36,000.00
2	Landscape Rock (6" depth) (Plan Quantity)	552	CY	\$100.00	\$55,200.00	\$87.00	\$48,024.00	\$220.00	\$121,440.00	\$145.00	\$80,040.00
3	Weed Barrier (Plan Quantity)	30000	SF	\$0.35	\$10,500.00	\$0.35	\$10,500.00	\$0.46	\$13,800.00	\$0.55	\$16,500.00
4	Boulders	184	EA	\$250.00	\$46,000.00	\$125.00	\$23,000.00	\$250.00	\$46,000.00	\$115.00	\$21,160.00
5	6-7' Evergreen Tree	133	EA	\$600.00	\$79,800.00	\$475.00	\$63,175.00	\$579.00	\$77,007.00	\$750.00	\$99,750.00
6	2" Caliper Tree	34	EA	\$500.00	\$17,000.00	\$395.00	\$13,430.00	\$680.00	\$23,120.00	\$700.00	\$23,800.00
7	5 Gallon Plant	199	EA	\$65.00	\$12,935.00	\$62.00	\$12,338.00	\$70.00	\$13,930.00	\$71.00	\$14,129.00
8	1 Gallon Plant	70	EA	\$48.00	\$3,360.00	\$27.00	\$1,890.00	\$30.00	\$2,100.00	\$35.00	\$2,450.00
9	Irrigation Connection	1	LS	\$3,200.00	\$3,200.00	\$9,500.00	\$9,500.00	\$61,500.00	\$61,500.00	\$17,200.00	\$17,200.00
10	Irrigation Control System	1	LS	\$14,000.00	\$14,000.00	\$2,475.00	\$2,475.00	\$245.00	\$245.00	\$16,000.00	\$16,000.00
11	Irrigation (Plan Quantity)	15074	SF	\$2.00	\$30,148.00	\$4.50	\$67,833.00	\$1,500.00	\$1,500.00	\$7.15	\$107,779.10

TOTAL BASE BID - 2024 Cemetery Section B Landscape	\$292,143.00	\$279,115.00	\$392,792.00	\$434,808.10
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RBI, Inc

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1AD	Extend Landscape Berm (City Furnished Material)	LF	817	\$60.00	\$49,020.00	\$28.00	\$22,876.00	\$8,088.00	\$8,088.00	\$20.00	\$16,340.00
2AD	Finish Grading North of Berm	SF	32426	\$0.80	\$25,940.80	\$0.85	\$27,562.10	\$17,834.00	\$17,834.00	\$0.70	\$22,698.20

TOTAL ALTERNATE BID - 2024 Cemetery Section B Landscape	\$74,960.80	\$50,438.10	\$25,922.00	\$39,038.20
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RBI, Inc

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1ALT	Install Native Seed In Park Strip In Lieu of Roc	SF	16545	(\$1.50)	(\$24,817.50)	-\$1.28	-\$21,177.60	-\$0.35	-\$5,790.75	-\$0.10	-\$1,654.50
2ALT	Install Weathertrak 2-wire system In Lieu of H	LS	1	\$45,000.00	\$45,000.00	\$13,750.00	\$13,750.00	\$22,595.00	\$22,595.00	\$20,700.00	\$20,700.00
	Extend Landscape Berm, Plan Qty.										
3ALT	(Contractor Furnished Material)	CY	605	\$40.00	\$24,200.00	\$35.00	\$21,175.00	\$38.00	\$22,990.00	\$32.00	\$19,360.00



Heber City Council Staff Report

MEETING DATE: 8/20/2024
SUBJECT: Wasatch County Annexation Petition
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Petitioner Requested Legislative Action

SUMMARY

The City has received a petition for the Wasatch County Administration Building Project Annexation (see Exhibit 4 for location). The proposed annexation contains 20.8 acres with Wasatch County as the property owner with Dustin Grabau as the petition representative for the proposed annexation.

The policy questions include the following:

- Should the City Council accept the Red Ledges Northwest Annexation Petition for further evaluation?

RECOMMENDATION

Staff recommends acceptance of the Wasatch County Administration Building Project Annexation Petition for further evaluation.

BACKGROUND

The proposed annexation is contiguous to the city limits to the south and east and is located within the City's Expansion Area.

DISCUSSION

Accepting an annexation petition for further study does NOT annex a property, it only begins the process for evaluating the annexation. Many months of study follow the acceptance of an annexation petition as shown in the summary of the annexation process in Exhibit 2. No vesting rights are granted upon acceptance of an annexation petition. Annexations are approved through the City's Legislative Authority and the City may deny an annexation petition for any reason.

Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation petition at the first meeting that is at least 14 days after the date the petition was filed. Failure to act constitutes an acceptance of the petition (see Exhibit 1)

Pros to accepting the petition include the ability for the City and petitioner to evaluate in further detail the mutual advantages to having the area annexed into the City.

Cons to accepting the petition include the perception that the City is promoting growth via the expansion of its incorporated limits.

If accepted, the City will determine through more detailed future analysis, if the petition conforms to all policies of the Annexation Policy Plan, General Plan and State Code. The next step after Petition Acceptance would be petition Certification.

FISCAL IMPACT

There is no fiscal impact to the City for accepting an annexation petition. Annexations are required to pay a fee to cover costs for the City's review of a proposed annexation.

CONCLUSION

The proposed Wasatch County Administration Building Project Annexation is located within Heber City's Expansion Area.

ALTERNATIVES

1. Accept
2. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **accept** the Wasatch County Administration Building Project Annexation Petition.

Alternative 2 - DENIAL

I move to **deny** acceptance of the Wasatch County Administration Building Project Annexation Petition.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. Utah State Code Regarding Annexation Acceptance
2. Typical Annexation Process
3. Annexation-Policy-Plan-PDF-MAP
4. Vicinity Map
5. Petition - Received 7.30.2024

Exhibit 1: Utah State Code Regarding Annexation Acceptance

10-2-405. Acceptance or denial of an annexation petition -- Petition certification process --
Modified petition.

(1)(a) (i) A municipal legislative body may:

(A) subject to Subsection (1)(a)(ii), deny a petition filed under Section 10-2-403; or

(B) accept the petition for further consideration under this part.

(ii) A petition shall be considered to have been accepted for further consideration under this part if a municipal legislative body fails to act to deny or accept the petition under Subsection (1)(a)(i):

(A) in the case of a city of the first or second class, within 14 days after the filing of the petition; or

(B) in the case of a city of the third, fourth, or fifth class, a town, or a metro township, at the next regularly scheduled meeting of the municipal legislative body that is at least 14 days after the date the petition was filed.

(b) If a municipal legislative body denies a petition under Subsection (1)(a)(i), it shall, within five days after the denial, mail written notice of the denial to:

(i) the contact sponsor; and

(ii) the clerk of the county in which the area proposed for annexation is located.

(2) If the municipal legislative body accepts a petition under Subsection (1)(a)(i) or is considered to have accepted the petition under Subsection (1)(a)(ii), the city recorder or town clerk, as the case may be, shall, within 30 days after that acceptance:

(a) obtain from the assessor, clerk, surveyor, and recorder of the county in which the area proposed for annexation is located the records the city recorder or town clerk needs to determine whether the petition meets the requirements of Subsections 10-2-403(3) and (4);

(b) with the assistance of the municipal attorney, determine whether the petition meets the requirements of Subsections 10-2-403(3) and (4); and

(c) (i) if the city recorder or town clerk determines that the petition meets those requirements, certify the petition and mail or deliver written notification of the certification to the municipal legislative body, the contact sponsor, and the county legislative body; or

(ii) if the city recorder or town clerk determines that the petition fails to meet any of those requirements, reject the petition and mail or deliver written notification of the rejection and the reasons for the rejection to the municipal legislative body, the contact sponsor, and the county legislative body.

(3)(a) (i) If the city recorder or town clerk rejects a petition under Subsection (2)(c)(ii), the petition may be modified to correct the deficiencies for which it was rejected and then refiled with the city recorder or town clerk, as the case may be.

(ii) A signature on an annexation petition filed under Section 10-2-403 may be used toward fulfilling the signature requirement of Subsection 10-2-403(2)(b) for the petition as modified under Subsection (3)(a)(i).

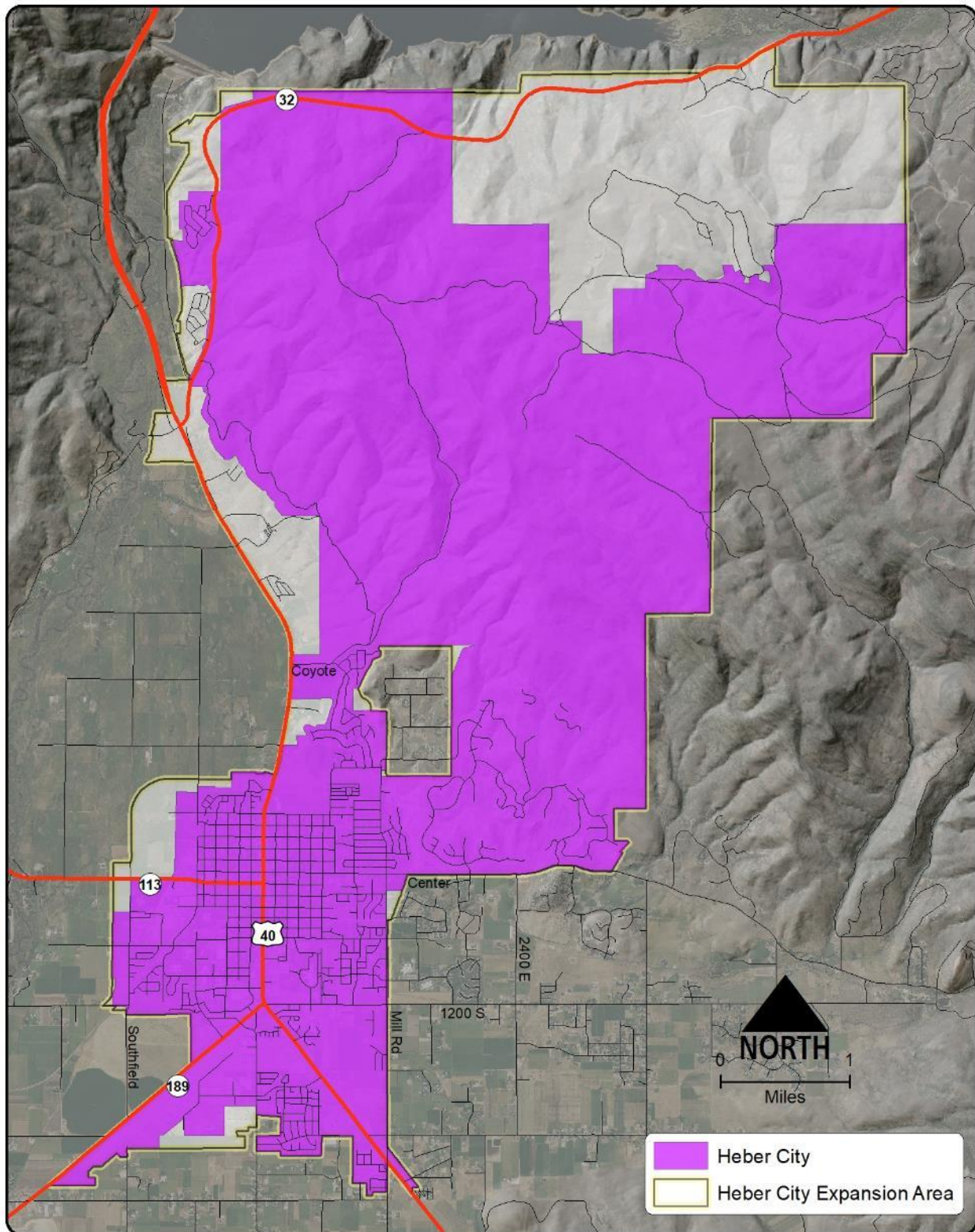
(b) If a petition is refiled under Subsection (3)(a) after having been rejected by the city recorder or town clerk under Subsection (2)(c)(ii), the refiled petition shall be treated as a newly filed petition under Subsection 10-2-403(1). (4) Each county assessor, clerk, surveyor, and recorder shall provide copies of records that a city recorder or town clerk requests under Subsection (2)(a).

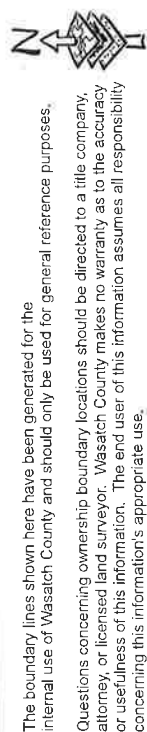
Exhibit 2: Typical Annexation Process

Typical Annexation Process

Process	Month								
Month	1	2	3	4	5	6	7	8	9
Notice of Intent	■								
Submittal		■							
Acceptance									
Certification		■	■						
Protest Period			■						
Plan. Commission				■	■				
Public Hearing					■				
MDA						■	■	■	
Approval							■	■	
Lieutenant Governor								■	■
Record Plat									■

Expansion Area Map





PETITION FOR ANNEXATION INTO HEBER CITY

Annexation Name: Wasatch County Administration Building Project

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated:
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of Heber City's corporate limits, located at the approximate address: Corner of South Field Road and Midway Lane
100 S South Field Road, Heber City, Utah 84032
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).
7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	<u>20.8 acres</u>	
b. Total private property acreage within annexation:	<u>20.8 acres</u>	
c. Petitioner's acreage within annexation:	<u>20.8 acres</u>	100%
		% of Total Private Area
d. Total Assessed Land Value within annexation:	<u>Tax Exempt</u>	
e. Petitioner's Assessed Land Value within annexation:	<u>Tax Exempt</u>	100%
		% of Total Value

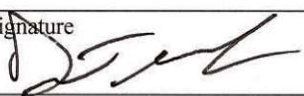
8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
 - a. the request or petition was filed before the filing of the annexation petition, and
 - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
10. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed as shown in Exhibit E.
11. A vicinity map showing the City's current boundaries in relation to the proposed annexation in Exhibit F.
12. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit G. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.

PETITION SIGNATURE PAGE 1

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, or as soon thereafter as possible; that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

Name of Annexation: Wasatch County Administration Building Project

Petitioner 1

Petitioner Name Dustin Grabau, representing Wasatch County	Phone Number (435) 657-3180
Mailing Address 25 N Main Street Heber City, UT 84032	Email Address DGrabau@wasatch.utah.gov
Parcel Numbers 08-4298, 09-0592, 20-9116	
Signature 	Date 7/30/24

Petitioner 2

Petitioner Name Richard Breitenbeker	Phone Number (435) 657-3181
Mailing Address 25 N Main Street Heber City, UT 84032	Email Address rbreitenbeker@wasatch.utah.gov
Parcel Numbers 08-4298, 09-0592, 20-9116	
Signature 	Date 7/30/24

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.

PETITION CONTACT SPONSOR

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name Dustin Grabau, representing Wasatch County	Phone Number (435) 657-3180
Mailing Address 25 N Main Street Heber City, Ut 84032	Email Address DGrabau@wasatch.utah.gov
Parcel Numbers 08-4298, 09-0592, 20-9116	

ENTITY: WASATCH COUNTY

By: Dustin Grabau
Name/Title:

STATE OF Utah)
COUNTY OF Wasatch) : ss.

On this 30 day of July, 2024, personally appeared before me the above named:

X who is personally known to me,
 whose identity I verified on the basis of _____
 who is authorized to sign on behalf of the entity/(ies) that own the property
 to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



WENDY MCKNIGHT
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 726215
COMM. EXP. 09-10-2026


 NOTARY PUBLIC

My Commission Expires: 09/20/2026

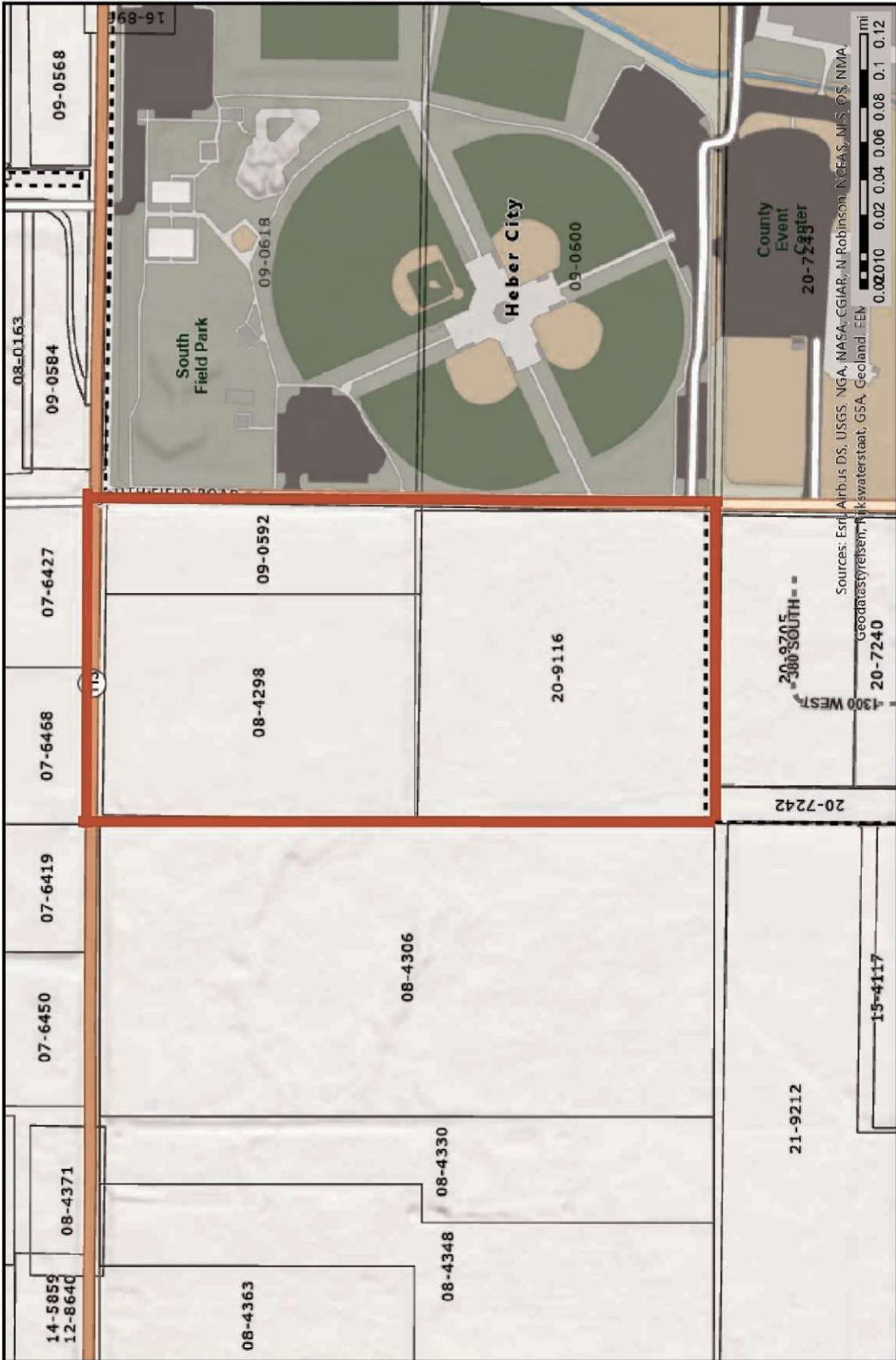
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EXHIBIT A: ANNEXATION MAP

Map Title

Wasatch County Online Map
Printed: 5/20/2024



The boundary lines shown here have been generated for the internal use of Wasatch County and should only be used for general reference purposes. Questions concerning ownership boundary locations should be directed to a title company, attorney, or licensed land surveyor. Wasatch County makes no warranty as to the accuracy or usefulness of this information. The end user of this information assumes all responsibility concerning this information's appropriate use.

EXHIBIT B: PROPERTY DEEDS

Ent 395742 Bk 1094 Pg 211-212
Date: 04-NOV-2013 1:46:03PM
Fee: \$13.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: ATLAS TITLE INSURANCE HEBER

Special Warranty Deed

Parkside Holdings LLC, A corporation organized and existing under the laws of the State of UTAH
As Grantor

hereby **CONVEY AND WARRANT**, against those claiming by, through or
under the Grantor to:

Wasatch County

Grantee, 25 North Main Street Heber City, UT 84032

FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
the following described tract of land within Wasatch County, State of UTAH to wit:

SEE ATTACHED LEGAL DESCRIPTION:

Grantor does covenant with the Grantees and their assigns that the above-described Real Estate is not subject to any encumbrances made by Grantor and that Grantor will warrant and defend the same to the said Grantees and their assigns forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS OF WAY OF RECORD, AND TO GENERAL
PROPERTY TAXES FOR 2012 AND THEREAFTER.

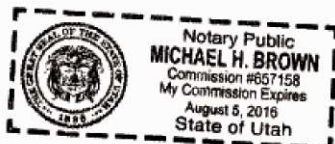
The officers who sign this deed hereby certify that this deed and the transfer represented thereby was
duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful
meeting duly held and attended by a quorum.

WITNESS THE HAND OF SAID GRANTOR THIS 29 DAY OF OCTOBER, 2013

) 
) Parkside Holdings LLC
)
By: Dave Garner, Managing Member
)

STATE OF UTAH)
) §.
County of WASATCH)

On this 29 day of October, 2013, personally appeared before me Dave Garner, whose
identity is personally known to me (or proved to me on the basis of satisfactory evidence) and
who by me duly sworn (or affirmed), did say that Dave Garner is the Managing Member of
Parkside Holdings LLC, the Corporation that executed the foregoing instrument and that said
document was signed by Dave Garner in behalf of said corporation by authority of its bylaws (or
of a Resolution of its Board of Directors), and said Dave Garner acknowledged to me that said
corporation executed the same.




Notary Public

Parcel 1:

Beginning 2.69 chains South of the Northeast corner of the Northeast quarter of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian; running thence South 10.50 chains; thence North 89°12' West 7.58 chains; thence North 0°48' East 10.50 chains; thence South 89°12' East 7.43 chains to the point of beginning.

Tax id no. OWC-1022

Parcel 2:

Beginning 2.69 chains South of the Northwest corner of Section 6, Township 4 South, Range 5 East, Salt Lake Base and Meridian; running thence South 10.50 chains; thence South 89°12' East 2.93 chains; thence North 00°48' East 10.50 chains; thence North 89°12' West 3.07 chains to the point of beginning.

Tax id no. OWC-1544

WARRANTY DEED

Ent 359401 Bk 1014 Pg 1509-1509
Date: 18-MAY-2010 11:22:37AM
Fee: \$ 0.00 Check Filed By: EMP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
Frm: WASATCH COUNTY

THE DON L. HICKEN FAMILY TRUST, with principal place of operation at 165 West 200 South, Heber City, State of Utah, GRANTOR, for an in consideration of one payment in the amount of \$36,000.00, the execution of THE PROMISSORY NOTE WITH WASATCH COUNTY, and other good, adequate and valuable consideration, HEREBY CONVEYS AND WARRANTS to WASATCH COUNTY, a political subdivision of the State of Utah, GRANTEE, fifty [50] shares of Spring Creek Irrigation Company Stock and the following-described real property located in Wasatch County, State of Utah:

Commencing at a point 52 rods South from the Northeast corner of said Section 1, Township 4 South, Range 4 East, and running West 30 rods; thence South 40 rods; thence West 40 rods; thence North 40 rods; thence West 11.20 rods to the place of beginning.

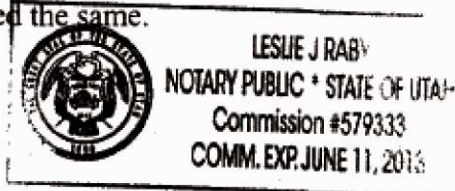
This property is located in Wasatch County and is part of Tax ID # OWC-1023.

WITNESS the hand of said GRANTOR this 11 day of May, 2010,

Don L. Hicken
Don L. Hicken, Trustee

State of Utah)
):
County of Wasatch)

On this 11 day of May, 2010, personally appeared before me Don L. Hicken the signer of the foregoing WARRANTY DEED, who duly acknowledged before me that they signed the same personally and as trustee of the Don L. Hicken Family Trust and that the Trust executed the same.



Leslie J Raby
Notary Public

EXHIBIT C: VALUE & ACREAGE

Property Value & Acreage Within Annexation Area

Name	Parcel ID	Acres	Value	Petitioner (yes/no)
Wasatch County	08-4298	7.5	Exempt	Yes
Wasatch County	09-0592	3	Exempt	Yes
Wasatch County	20-9116	10.3	Exempt	Yes
Totals		20.8	Exempt	
Private Property Total		20.8	Exempt	
Petitioner Totals		20.8	Exempt	
Petitioner Percent of Private Total		51% min Actual: 100%	1/3 min Actual: 100%	

EXHIBIT D: PROPERTY TAX NOTICES

**Exhibit D is not applicable.
All parcels are tax exempt.**

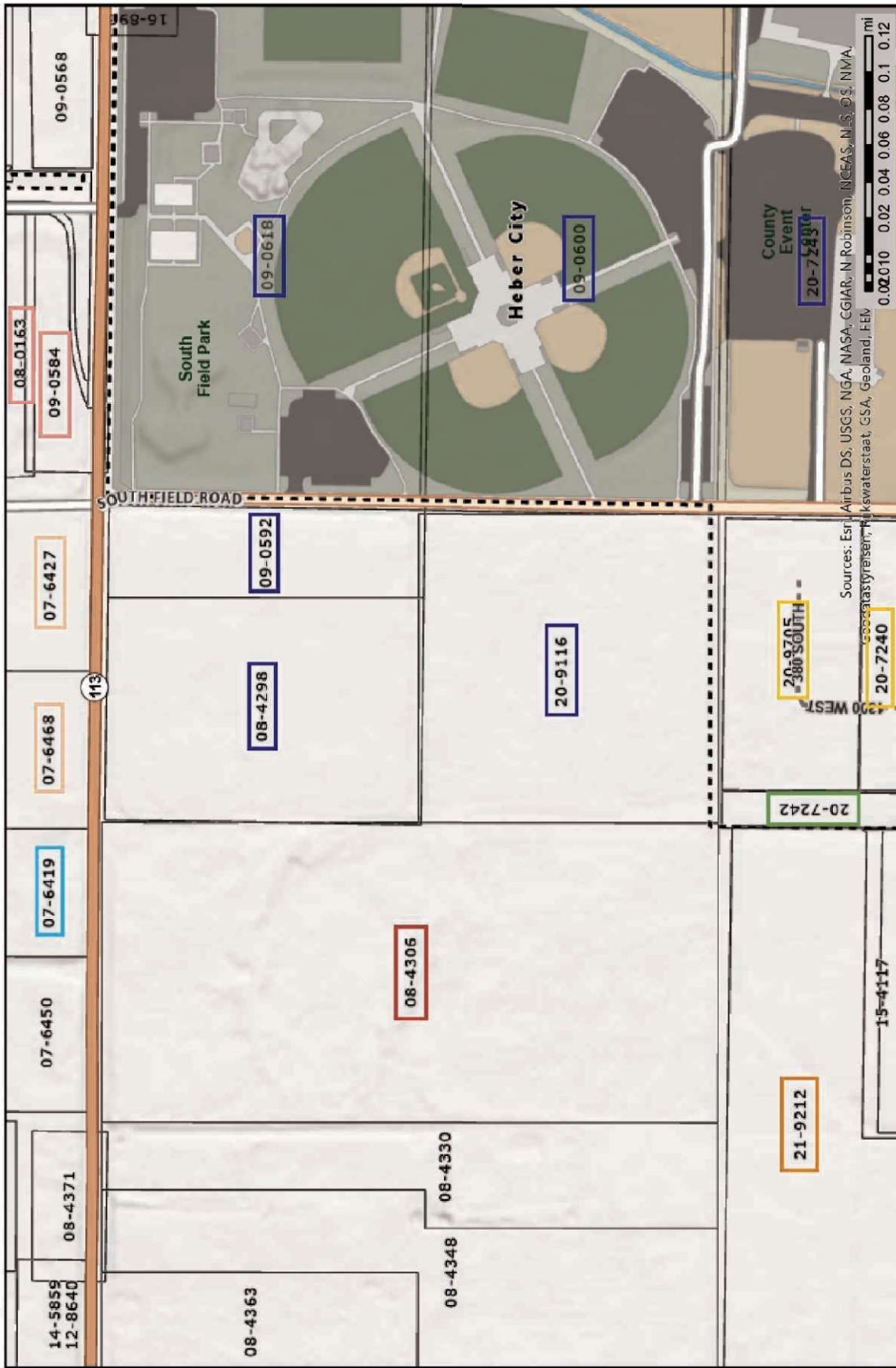
EXHIBIT E: LIST OF ALL PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET OF ANNEXATION

[illegible]

EXHIBIT F: VICINITY MAP

Map Title

Wasatch County Online Map
Printed: 5/20/2024



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EXHIBIT G: CONCEPT PLAN

E D A



Conceptual Site - est Fit

Wasatch County Administration Building

June 24, 2024

SCALE: NTS