

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

**October 15, 2024**

**4:30 p.m. Closed Meeting**  
**5:00 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. CLOSED MEETING: 4:30 P.M.**

1. Pending or Reasonably Imminent Litigation: UCA 52-4-204 and 205

**II. WORK MEETING - 5:00 P.M.**

1. Ordinance 2024-22, approving the MTech Annexation and MDA, for property located at approximately 890 West 100 South. (Denna Woodbury, Planning Consultant, Tony Kohler, Community Development Director) - *30 min*
2. Business License Fee Study (Mindy Kohler, Treasurer) - *20 min*

**III. BREAK - 10 MIN**

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

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

**V. CONFLICT OF INTEREST DISCLOSURE:**

**VI. CONSENT AGENDA:**

1. Police Department Evidence Purge Request (Jennafer Morris)
2. Ordinance 2024-22, approving the MTech Annexation and MDA, for property located at approximately 890 West 100 South (Denna Woodbury, Planning Consultant)
3. Mayoral Nomination to the POSTT (Parks, Open Space, Trails, and Trees) Committee and the Historical Preservation Commission (Heidi Franco, Mayor)

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

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

1. Public Hearing to receive input from the public with respect to (a) the issuance of 2024 Water Revenue Bonds and (b) an potential economic impact that the project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector (Marcus Keller, Crews and Associates)

2. Ordinance 2024-23 adopting a Temporary Zoning Regulation for Short Term Rentals (Jeremy Cook, City Attorney ) - *30 min*
3. Atlas Cell Tower Lease Agreement Proposal (J. Mark Smedley, Asst. City Manager) - *20 min*
4. Interlocal agreement for police services between the Heber City Police Department and Midway, UT (Parker Sever, Chief of Police) - *20 min*

**IX. RECESS AS THE HEBER CITY COUNCIL AND CONVENE AS THE CRA BOARD:**

1. Report on Impediments to Redevelopment in the Downtown (Tony Kohler, Community Development Director)
2. Preview of Heber City CRA Website (Matt Brower, City Manager)
3. The Invisible Hand of Real Estate Development (Tony Kohler, Community Development Director) - *60 min*

**X. ADJOURN AS THE CRA BOARD AND RECONVENE AS THE HEBER CITY COUNCIL:**

**XI. GENERAL BUSINESS ITEMS:**

1. Monthly Development Report (Jamie Baron, Planning Manager) - *10 min*
2. Follow-up on Heber/SLC Tour (Tony Kohler, Community Development Director)

**XII. COMMUNICATION:**

1. October 21 Main City Park Open House (Matt Brower, City Manager):
  - Envision Central Heber
  - CRA (Community Reinvestment Agency)
  - C Street
  - Main Stage
  - City Square Concepts
2. Main Stage Holiday and Winter Programming Initiative (Matt Brower, City Manager)
3. SMART (Saving More After Renewed Thinking) Program—Incentivization of Employee Cost Saving Initiatives (Matt Brower, City Manager)

**XIII. ADJOURNMENT:**

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

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 October 10, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at [www.heberut.gov](http://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:** 10/15/2024

**SUBJECT:** Ordinance 2024-22, approving the MTech Annexation and MDA, for property located at approximately 890 West 100 South.

**RESPONSIBLE:** Denna Woodbury, Tony Kohler

**DEPARTMENT:** Planning

**STRATEGIC RELEVANCE:** Community Development

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## SUMMARY

Mountainland Technical College (MTECH) is going through the annexation process. The proposed project is located at 800 West 100 South and is adjacent to the new high school on 10.41 acres. Adoption of Ordinance 2024-22 and the MDA is the next step in the process.

The Planning Commission approved a plan review for the MTECH Annexation on June 25, 2024. The City Council held a discussion on the MTECH plan review on August 6, 2024. A Public Hearing to receive input was held on October 1, 2024.

The policy questions include the following:

- Are changes necessary to the proposed development agreement?
- Should Council adopt Ordinance 2024-22, approving Mountainlands Technical College (MTech) Annexation and accompanying development agreement?

## RECOMMENDATION

Staff recommends that the City Council discuss the development agreement and Ordinance 2024-22.

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## BACKGROUND

G.C. Garcia Inc. has reviewed the application for MTECH Annexation located at 800 West and 100 South.

The City Council held a Public Hearing for this item on October 1, 2024. The public asked questions

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regarding the traffic and also expressed how wonderful the MTech programs are. The Council then asked questions regarding the lighting and dark skies' ordinance, elevations, parking, landscaping, trails, wetlands and sensitive lands, and sewer.

The City Council also discussed this item at their August 6, 2024, meeting and directed staff to prepare a Master Development Agreement. The City Council discussed traffic, road infrastructure, and safety. The City Engineer provided additional information regarding the traffic signal.

The Planning Commission heard the item at their meeting held on 6/25/2024. The Planning Commissioners discussed the traffic that this project could generate. The applicant has submitted a Traffic Study. Engineering staff stated that the Traffic Study was sent to UDOT for their review as well. There was a discussion about a stop light going in at this location instead of a previously discussed roundabout. There was also discussion about the parking that is being provided and whether it was sufficient. The Planning Commission asked about alternatives for students to come to the school, such as shuttles and biking facilities. They asked about the busiest time at the school and the number of students at that time. The proposed project is located at 800 West 100 South and is adjacent to the new high school. It is located on 10.41 acres.

Staff has drafted a Master Development Agreement based on input from the Planning Commission, recent discussions with the City Council, and the Engineering Report.

## DISCUSSION

The MDA addresses items relating to the trails, sensitive lands, transportation, sewer storm water, and the Sage Brush Canal. MTech falls under the state's purview and the applicant has stated that this project is a design build. The elevations included with the annexation application are conceptual. The architecture will be responsive to the rural surroundings and incorporate sandstone and metal accents.

Changes from the previous drafts of the development agreement and input we have received from the petitioner are as follows:

1. Remove the two recitals that refer to the downtown infill;
2. deleted the last sentence of provision three that required a wetlands delineation;
3. Modified provision 9a that requested the petitioner go through commercial site plan review, but retain the ability to review plans with city staff;
4. deleted the last sentence of 4a that referenced a permit from UDOT; we have sent the new version to Paul Berg, their engineer, and have not heard back on provision 9a. The petitioner would prefer 9a be deleted, we tried to meet in the middle.

The proposed MTECH College campus will serve approximately 1,100 students, with 200–300 students on campus at one time. The campus will serve both high schools and adults. Their programs are typically a year or less to complete. The applicant stated in the Planning Commission meeting that it is the hope that evening classes will be added as the programs expand. This campus will replace the existing MTECH facilities. The conceptual landscape plan shows that the project will provide 200 parking stalls, and shows a future building expansion area of 1.3 acres. During the

Planning Commission presentation, the applicant stated that the plans have changed a bit and that the project will provide 280 parking spaces. The project meets the code required landscaping. The landscape plan shows trees planted along the streets and roadways.

The City Council has requested that there will be a document provided that is signed that states that there are no wetlands within the project boundaries. The Council has also requested that the project meet the intent of the code, section 18.78 Lighting.

## FISCAL IMPACT

None

## CONCLUSION

The MTECH annexation will be a benefit to the community. It is consistent with the City's annexation Policy Plan, the Municipal Code, and the City's General Plan, Envision Heber 2050.

## ALTERNATIVES

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

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## 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.

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## ACCOUNTABILITY

**Department:** Planning  
**Staff member:** Denna Woodbury, Planning Consultant  
Tony Kohler, Community Development Director

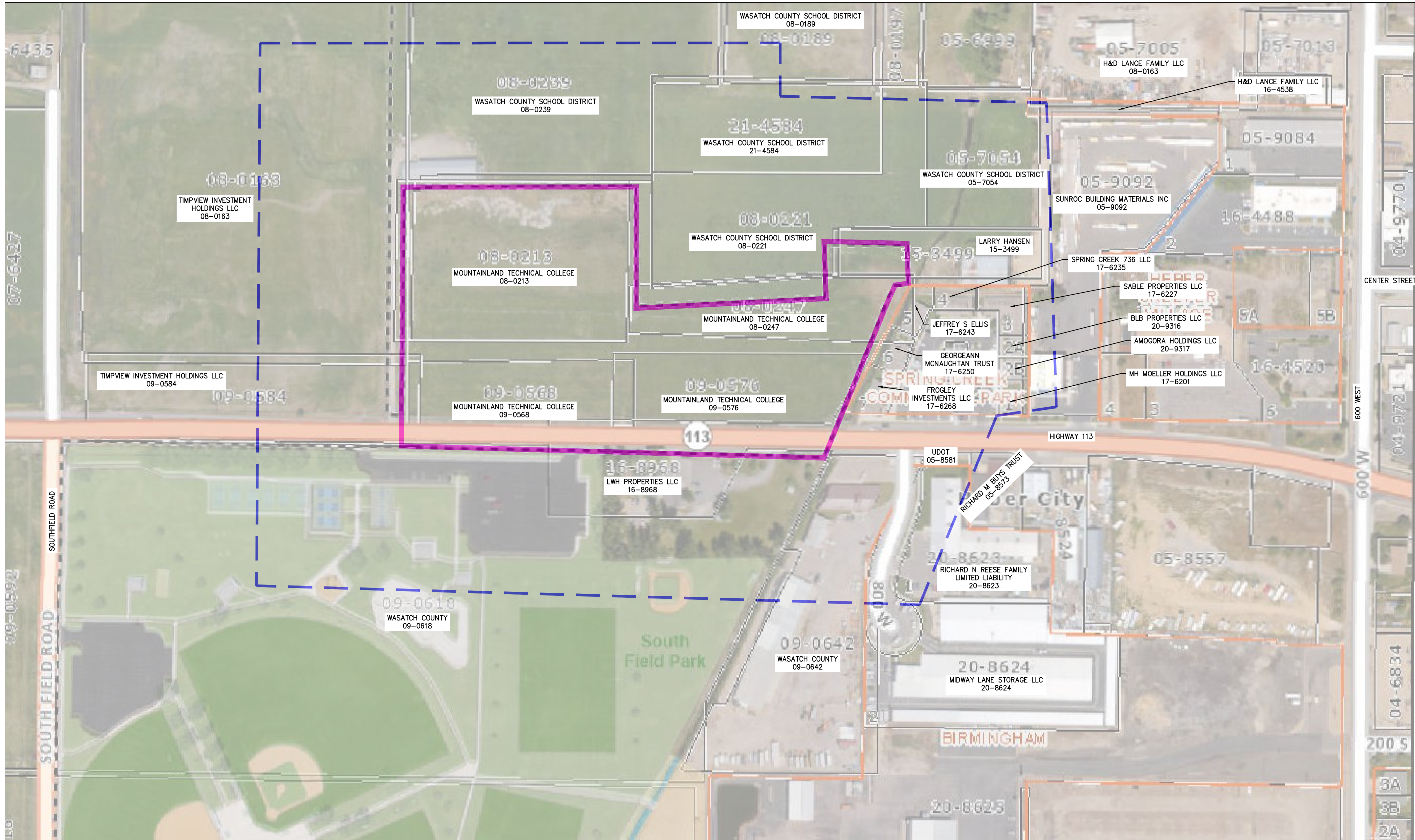
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## EXHIBITS

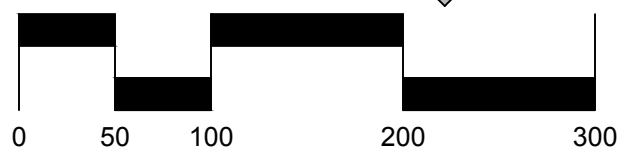
1. Mtech Map
2. 02\_MTECH-CONCEPT-PLAN-with\_LANDSCAPING-21-JUL-2023
3. Combined HS and MTech Site Plan
4. exterior renderings
5. 01\_MTECH-ANNEXATION-PLAT-signed-by-Troy-Taylor-11-14-2023
6. Architectural elements
7. MTECH Development Agreement 101524
8. Ord 2024-22



LEGEND  
PROPOSED ANNEXATION BOUNDARY  
300' NOTICING BOUNDARY



THIS DOCUMENT IS INCOMPLETE  
AND IS RELEASED TEMPORARILY  
FOR INTERIM REVIEW ONLY. IT IS  
NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
PAUL D. BERG P.E.  
SERIAL NO. 295595  
DATE: 5 OCT 2023



SCALE: 1"=100'

MOUNTAINLAND TECHNICAL  
COLLEGE ANNEXATION

PROPERTIES WITHIN 300 FEET

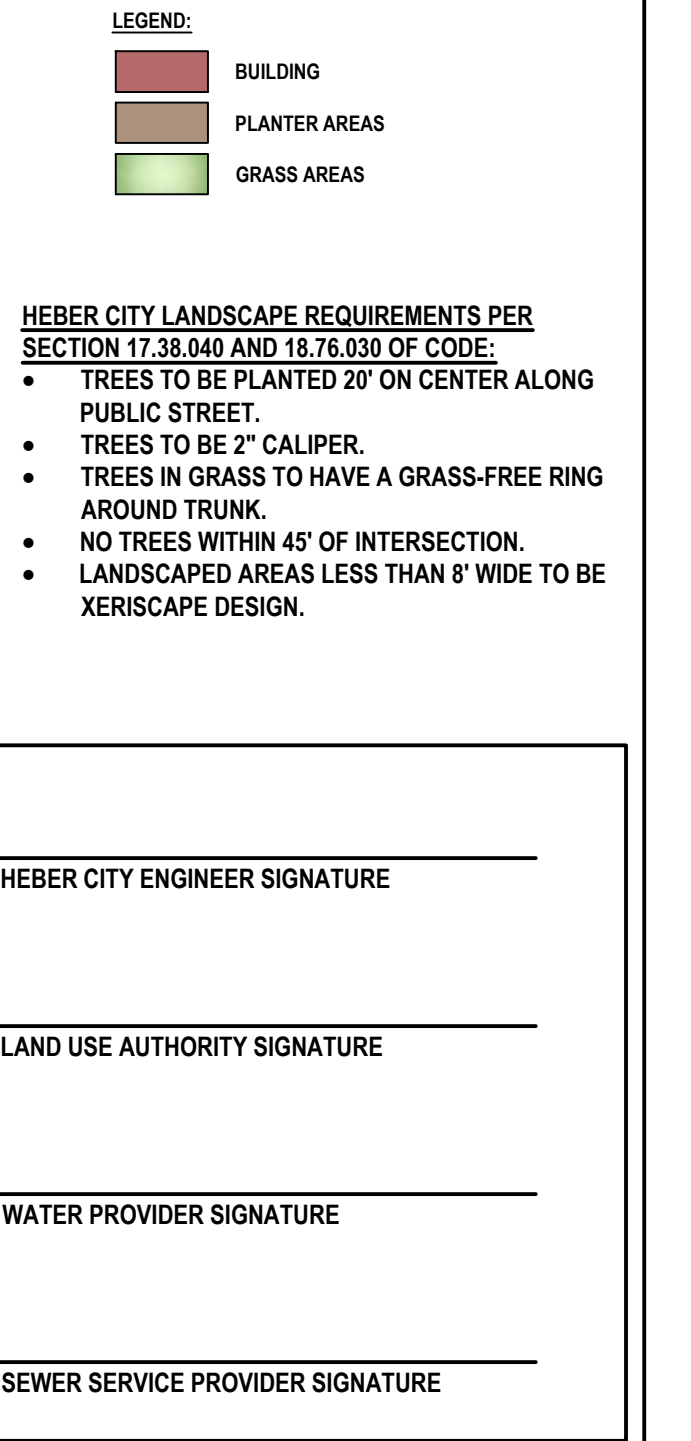


|                |                  |            |
|----------------|------------------|------------|
| DESIGN BY: PDB | DATE: 5 OCT 2023 | SHEET<br>1 |
| DRAWN BY: SW   | REV:             |            |





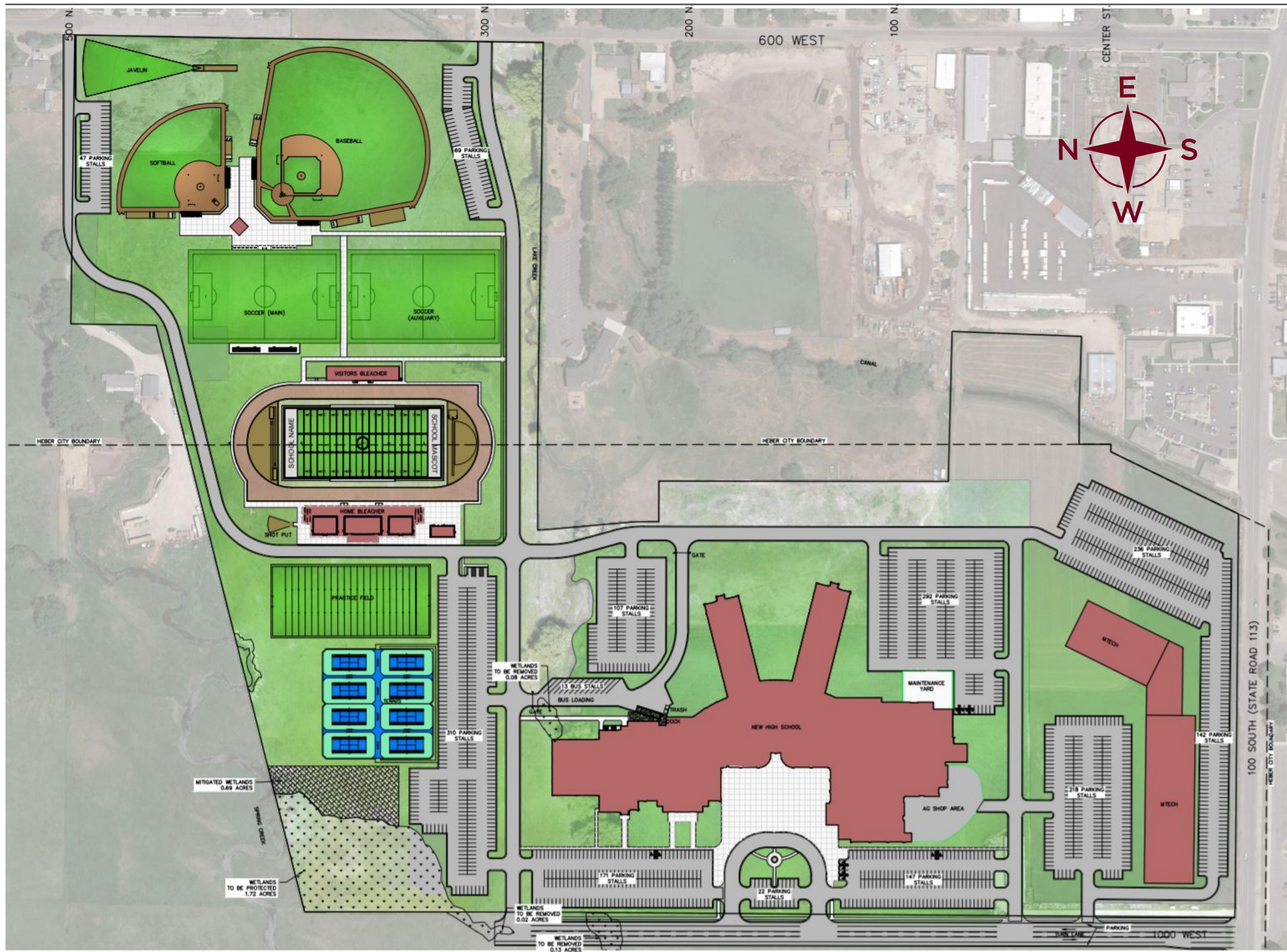




pro-5 Weed Barrier







| PARKING | NEW SCHOOL | WHS |
|---------|------------|-----|
| BUS     | 13         | 12  |
| PARKING | 1155       | 874 |
| MTECH   | 596        | --- |

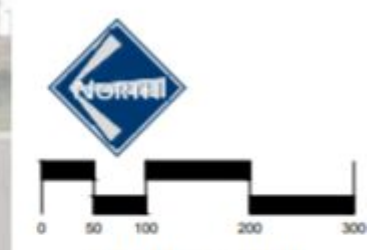
SPORTS FACILITIES NOTE:  
THIS SCHOOL HAS THE SAME SPORTS FACILITIES AS THE CURRENT WASATCH HIGH SCHOOL EXCEPT THAT THIS PLAN HAS 8 TENNIS COURTS WHICH ALLOWS TO HOST LARGER TOURNAMENTS INSTEAD OF 6 COURTS.

MITIGATED WETLANDS  
0.69 AC  
(3X REMOVED WETLANDS)

WETLANDS PER REPORT  
MAY 2020  
0.23 AC (TO BE REMOVED)  
1.72 AC (TO BE PRESERVED)

THIS DOCUMENT IS INCOMPLETE  
AND IS RELEASED TEMPORARILY  
FOR INTERIM REVIEW ONLY. IT IS  
NOT INTENDED FOR CONSTRUCTION  
BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.  
SERIAL NO. 295595  
DATE: 25 JULY 2022



SCALE: 1"=100'

Wasatch County School District  
NEW HIGH SCHOOL  
NEW HIGH SCHOOL WITH MTEC  
CONCEPT PLAN



|                |                   |       |
|----------------|-------------------|-------|
| DESIGN BY: PDB | DATE: 25 JUL 2022 | SHEET |
| DRAWN BY: DEJ  | REV:              | 1     |



exterior renderings



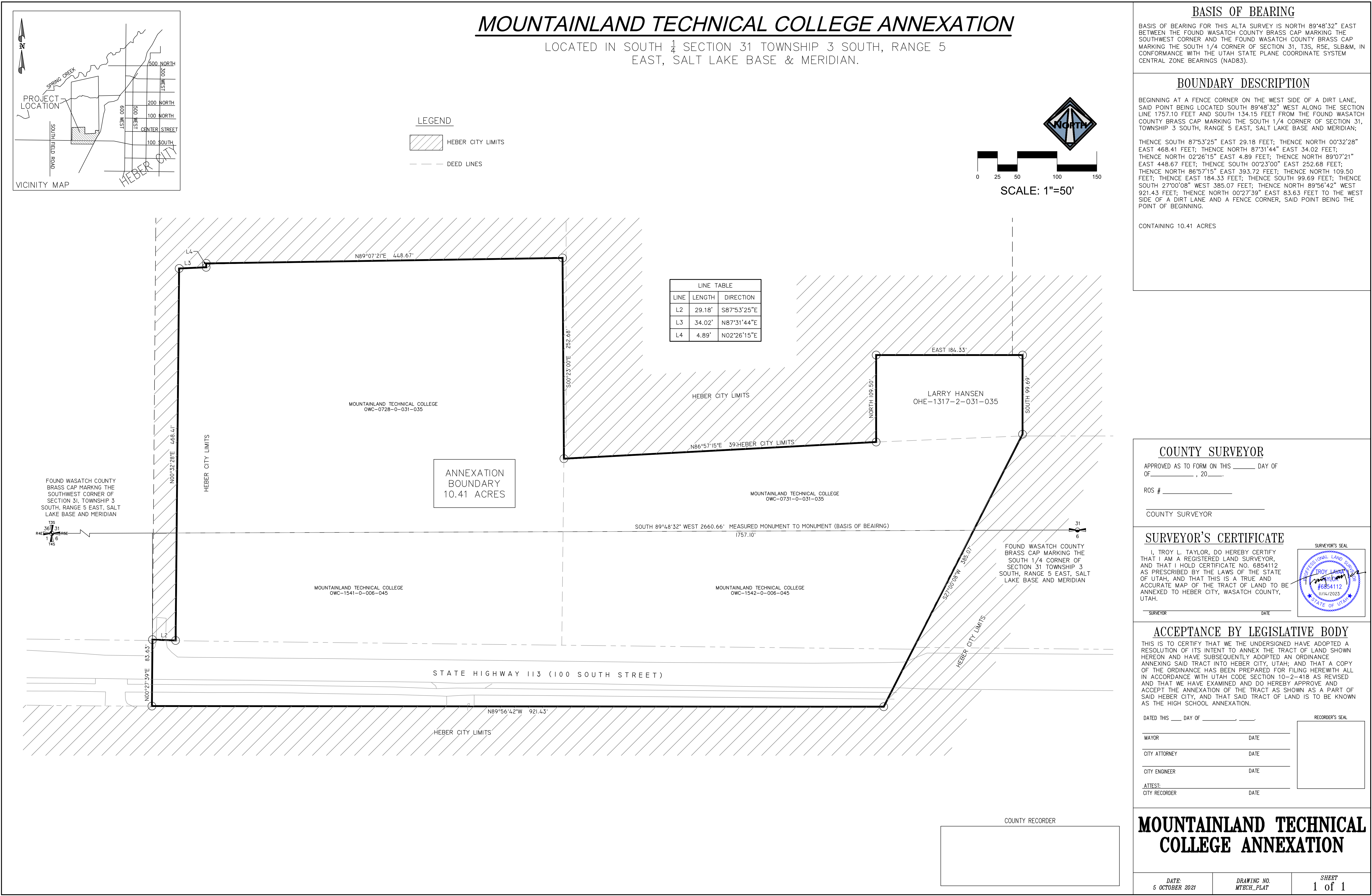
Figure 4.9.1 rendering from the planned roundabout

exterior renderings



Figure 4.10.1 rendering from the building main entry







# 3.3 architectural elements

OUR GOAL IS TO CREATE AN ARCHITECTURE THAT IS RESPONSIVE TO ITS RURAL SURROUNDINGS AND PROVIDES STUDENTS THE SKILLS TO WORK WITH EMERGING TECHNOLOGIES.



Figure 3.2.1 Exterior rendering of Phase I building from southeast.



## PITCHED ROOF

Responsive not only to it's local context but also the winter climate at higher altitudes.



## MINIMAL LANDSCAPING

Utilizing specific vegetation that helps with water conservation, works with the context and allows flexibility when designing public spaces.



## TORREY BLUFF SANDSTONE

Used through out MTECH's Lehi Campus, this material brings texture and history to future proposals.



## METAL PANEL

Durable and versatile, metal panel can bring a contemporary style to future proposal.

When recorded return to:

Mountainlands Technical College  
Attn: Kirt Michaelis  
2301 Ashton Blvd.  
Lehi, UT 84043

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

## **DEVELOPMENT AGREEMENT**

### **(Mountainlands Technical College)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Heber City, hereinafter referred to as “City”, and the undersigned as “Developer”, “Owner” or “Developer/Owner”. Developer and the City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.” Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between the Developer and the City involving the same Property and is the entire, complete Agreement between the Parties.

### **RECITALS**

WHEREAS, the Developer is the owner of approximately 10.41 acres of real property described in Exhibit A, located at 890 West 100 South (State Road 113), Heber City, Utah (the “Property”); and

WHEREAS, the Developer has submitted a site plan and conceptual elevations to the City for redevelopment of the site; and

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.*, in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:



1. **Zoning.** The property shall be used and developed consistent with the requirements of the A-2 Agriculture Zone.
2. **Trails.** Prior to development, coordinate with staff on the location of the trail.
3. **Sensitive Lands.** Development within the annexation shall preserve and protect sensitive lands as per Heber City Code, Chapter 18.66 Sensitive Lands.
4. **Transportation.** Property shall be developed consistent with the following:
  - a. **Highway Access.** Development will comply with requirements of the Utah Department of Transportation for access to and improvements along Highway 113.
  - b. **Traffic.** Developer shall complete a Traffic Impact Study (TIS) per City/UDOT Standards prior to development of the property. Development improvements will comply with and implement the recommendations of the Traffic Studies for the development, including:
    - i. 1000 West Street including an 8 ft trail on the east side is anticipated to be constructed by Wasatch School District with the new high school project. If not already in place as anticipated, MTech will construct these improvements along their property frontage including along SR 113.
    - ii. Participate in the construction of a traffic signal or other intersection improvements as permitted by UDOT.
    - iii. Add lanes on all legs of the intersection pursuant to the traffic study and UDOT requirements.
5. **Sewer.** An existing sewer line runs through the property along the existing Sagebrush Canal. The City intends on upsizing and replacing this sewer line in the future. A written easement for the sewer line shall be provided according to the City's standard easement language.
6. **Storm Water.** Development will comply with the requirements of the City's Storm Water Design Manual.
7. **Trails.** The City Parks and Trails Master Plan includes a 10' paved public trail along the Sagebrush Canal. Developer shall dedicate an easement for the trail and construct the trail through the property. Developer shall install other sidewalks and/or trails and connection within the campus.
8. **Sagebrush Canal.** Developer shall obtain approval from the Sagebrush Canal Company for any development plans affecting the canal.
9. **Permitting.**
  - a. Construction of any public infrastructure shall follow the City's standard construction policies and processes. Developer will involve Heber City Engineering in the review of civil engineering drawings for compliance with Heber City Standards and Specifications.

- b. Construction of buildings and other private on-site infrastructure can be completed according to Utah State Code for school projects.
  - c. Developer shall pay all applicable Impact Fees according to proportionate impacts for the project.
10. **Landscaping.** All non-hard surfaced areas shall be landscaped consistent with industry standard/state-wide water conservation methods, such as Heber City's Landscaping Ordinance in Chapter 18.76 of Heber City Code.
11. **Lighting.** All lighting on the site shall be dark-sky complaint as per Chapter 18.78 of Heber City Code.
12. **Conditions of Approval:** The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City unless specifically agreed to otherwise herein.
13. **Acceptance of Improvements:** The City agrees to accept ~~all~~ the dedication of facilities that are identified in Heber City's adopted plans as public facilities, those Property improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that 1) the City's planning and engineering departments review and approve the plans for any Property improvements prior to construction; 2) Developer permits City planning and engineering representatives to inspect upon request any and all of said Property improvements during the course of construction; 3) the Property improvements are inspected by a licensed engineer who certifies that the Property improvements have been constructed in accordance with the approved plans and specifications; 4) Developer has warranted the Property improvements as required by the City planning and engineering departments; and 5) the Property improvements pass a final inspection by the City planning and engineering departments.
14. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.
15. **Default.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual



agreement, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day time period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

16. **Termination.** If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give to the Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. The Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such public meeting, the Developer does not waive any and all remedies available to the Developer at law or in equity.
17. **Remedies.** Either Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either Party against the other Party for any act or failure to act relating to any subject covered by this Agreement (with the exception of actions secured by liens against real property), notwithstanding any other language contained elsewhere in this Agreement. With respect to any dispute arising out of, or relating in any way to, this Agreement or the Property, the Parties agree that: (a) this Agreement shall be governed by Utah law; (b) any claim be instituted and maintained only in the Fourth Judicial District, Wasatch County, State of Utah, to whose exclusive jurisdiction I hereby consent; (c) irrevocably WAIVE MY RIGHT TO A JURY TRIAL except as prohibited by law. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
18. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be

valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.

19. **Time is of the essence.** In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
20. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and the Developer, the Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.
21. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
22. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Developer's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.
23. **Notices.** Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

Heber City Manager  
75 N Main Street



Heber City, UT 84032

Developer

Mountainlands Technical College  
Attn: Kirt Michaelis  
2301 Ashton Blvd.  
Lehi, UT 84043

24. **Insurance and Indemnification.** Developer shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.
25. **Bodily Injury and Property Damage Insurance.** Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.
26. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.
27. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
28. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
29. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

30. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.
31. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 32. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.



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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

HEBER CITY:

By: \_\_\_\_\_  
Heidi Franco, Mayor

ATTEST:

\_\_\_\_\_  
Heber City Recorder

DEVELOPER/OWNER, MOUNTAINLANDS TECHNICAL COLLEGE

By: \_\_\_\_\_  
Kirt Michaelis

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF WASATCH        )

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

\_\_\_\_\_  
NOTARY PUBLIC

## Legal Description

### Parcel Numbers:

- 00-0008-0213
- 00-0008-0247
- 00-0009-0568
- 00-0009-0576

### Serial Numbers:

- OWC-0728-0-031-035
- OWC-0731-0-031-035
- OWC-1541-0-006-045
- OWC-1542-0-006-045

## BOUNDARY DESCRIPTION

BEGINNING AT A FENCE CORNER ON THE WEST SIDE OF A DIRT LANE, SAID POINT BEING LOCATED SOUTH 89°48'32" WEST ALONG THE SECTION LINE 1757.10 FEET AND SOUTH 134.15 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 87°53'25" EAST 29.18 FEET; THENCE NORTH 00°32'28" EAST 468.41 FEET; THENCE NORTH 87°31'44" EAST 34.02 FEET; THENCE NORTH 02°26'15" EAST 4.89 FEET; THENCE NORTH 89°07'21" EAST 448.67 FEET; THENCE SOUTH 00°23'00" EAST 252.68 FEET; THENCE NORTH 86°57'15" EAST 393.72 FEET; THENCE NORTH 109.50 FEET; THENCE EAST 184.33 FEET; THENCE SOUTH 99.69 FEET; THENCE SOUTH 27°00'08" WEST 385.07 FEET; THENCE NORTH 89°56'42" WEST 921.43 FEET; THENCE NORTH 00°27'39" EAST 83.63 FEET TO THE WEST SIDE OF A DIRT LANE AND A FENCE CORNER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 10.41 ACRES



**ORDINANCE NO. 2024-22**

**AN ORDINANCE APPROVING THE MOUNTAINLANDS ANNEXATION LOCATED AT APPROXIMATELY 890 WEST 100 SOUTH.**

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, the Mountainlands Annexation is hereby approved.

This Ordinance shall take effect immediately upon approval, but not prior to the execution of the development agreement in Exhibit A.

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

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

APPROVED:

\_\_\_\_\_  
Mayor Heidi Franco

ATTEST:

\_\_\_\_\_  
RECORDER

Date: \_\_\_\_\_

## Exhibit A





# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** Business License Fee Study  
**RESPONSIBLE:** Mindy Kohler  
**DEPARTMENT:** Finance  
**STRATEGIC RELEVANCE:**

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## SUMMARY

Earlier this year, Zions Public Finance conducted a business license fee study to ensure that the fees assessed for new and annual business licenses cover the cost of services. This study also assessed the impact of each commercial business on our police department's emergency call response. At the time this study was done, there had not been an issue with STR complaints. This study did not add disproportionate fees to that classification type.

## RECOMMENDATION

Staff recommends that council review the study and determine if an increase to license fees is appropriate at this time.

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## BACKGROUND

Heber City periodically conducts business license fee studies to ensure fees accurately reflect the cost of services. The most recent fee adjustment occurred in October 2014, accompanied by a study at that time. Since then, the process has moved entirely online, streamlining application review and significantly reducing staff time and overhead costs through automation.

In April 2024, Zions Public Finance completed a new study, which Staff presented to Council during the [May 1, 2024 budget workshop](#). Although Council chose to keep the current business license fees unchanged, they requested Staff revisit the matter for further discussion at a later date.

## DISCUSSION

Zions Public Finance conducted a Business License Fees study to assess whether the fees charged to businesses for new and renewed licenses adequately cover the cost of services. The study included the following steps:

1. Review Department Budgets: Gather Initial Data Regarding Employees per Department and Labor Costs
2. Preparation of Spreadsheet Template (Financial Model)
3. Coordination with Departments on Direct Costs
4. Allocation of Indirect and Overhead Costs
5. Calculation of Total Cost per Hour
6. Calculate Costs per Service
7. Geocode Police Calls for Service to Businesses
8. Calculate Ratio of Business Calls for Service to Residential Calls for Service
9. Calculate Disproportionate Fees
10. Calculate Total Revenues

Additionally, this study compares the cost of emergency response calls to businesses with the average number of calls to residential homes. The study outlines the methodology for calculating these costs and the associated service fees, known as disproportionate fees. For certain businesses, these fees can be significant.

#### Study highlights

- Significant impact fees for our Large Commercial Retail (Big Box)
- New category for Hospitals which also has significant impact fees
- Potential revenue increase is ~\$28,000

A Comparison Summary of Fees is attached for your review. Please note that, due to the structure of certain fees or their consolidation into broader categories within the study, we were unable to calculate dollar and percentage changes for all items.

At the time of this study there were very few emergency response calls regarding STRs. As a result, the fees for that license classification did not change significantly.

#### **FISCAL IMPACT**

If fully adopted, the proposed fees would increase the business fee revenue from approximately \$62,689 to \$90,644.

#### **CONCLUSION**

The Zions Public Finance Study identified several indirect and direct costs incurred by the City that are not fully realized in our current business license fee study. Staff recognizes that fees may be determined by factors beyond revenue generation, such as economic incentives and reducing

barriers to entry. Staff is requesting the council to review the study and consider whether it is appropriate to adjust any business license fees at this time.

## ALTERNATIVES

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## POTENTIAL MOTIONS

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## ACCOUNTABILITY

**Department:** Finance  
**Staff member:** Mindy Kohler, Treasurer

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## EXHIBITS

1. Comparison Summary of BL Study Fees
2. 2024 DRAFT Heber Business License Fees 043024 (002)



## Comparison Summary of Fees

| Type of Business                        | Current New License Fee* |
|-----------------------------------------|--------------------------|
| Commercial Business - General Services  | 115.00                   |
| Commercial Business                     | 115.00                   |
| Home Occupation                         | 80.00                    |
| Automotive Service and Repair           | 175.00                   |
| Assisted Living Center                  | 115.00 + 4.00 per unit   |
| Bank                                    | 300.00                   |
| Big Box                                 | 2,050.00                 |
| Convenience Store (Open 24hrs)          | 850.00                   |
| Convenience Store                       | 550.00                   |
| Department Store                        | 550.00                   |
| Entertainment                           | 160.00                   |
| Food Truck/Motorized Street Vendor      | 170.00                   |
| Internet Retail                         |                          |
| Large Grocery with Gas                  | 2,050.00                 |
| Large Grocery without Gas               | 1,050.00                 |
| Medical - Hospital                      |                          |
| Medical - Clinic                        | 115.00                   |
| Hotel/Motel                             | 115.00 + 9.00 per room   |
| Extended Stay Hotel/Motel               | 115.00 + 52.00 per room  |
| Manufacturing                           | 115.00                   |
| Mobile Home Park                        | 115.00 + 58.00 per unit  |
| Nightly Rental                          | 115.00 + 13.00 per room  |
| Pawn Brokers                            | 275.00                   |
| Rental Dwellings                        | 100 + 25 per unit        |
| Restaurants                             | 390.00                   |
| Sales/Rental/Wholesale                  | 160.00                   |
| Storage Units                           | 115.00                   |
| Tobacco Store                           | 1,050.00                 |
| Transportation                          | 115.00                   |
| Alcohol License - Class A Restaurant    | 310.00                   |
| Alcohol License - Class B Package       | 150.00                   |
| Alcohol License - Class C Tavern        | 310.00                   |
| Alcohol License - Class D Bowling Alley | 310.00                   |
|                                         |                          |
| Events - Large                          | 375.00                   |
| Events - Small                          | 85.00                    |
| Film Permits - Large                    | 300.00                   |
| Film Permits - Small                    | 200.00                   |
| Fireworks                               | 345.00                   |
| Seasonal                                | 135.00                   |
| Solicitor License                       | 150.00                   |
| Temporary Vendor                        | 95.00 + 10.00/day        |
| Vendor at Event                         | 25.00                    |

\*Current New License Fees have processing fees from \$30 - \$50.

| Current Renewal Fee    | Disproportionate Fee | Total Proposed Fee | \$ Change |
|------------------------|----------------------|--------------------|-----------|
| 65.00                  |                      | 162.38             | 47.38     |
| 65.00                  | 97.18                | 259.56             | 144.56    |
| 50.00                  |                      | 141.81             | 61.81     |
| 125.00                 | 189.98               | 352.35             | 177.35    |
| 65.00 + 4.00 per unit  |                      |                    |           |
| 250.00                 |                      |                    |           |
| 2,000.00               | 17,574.69            | 17,737.07          | 15,687.07 |
| 800.00                 |                      |                    |           |
| 500.00                 |                      |                    |           |
| 500.00                 |                      |                    |           |
| 110.00                 | 1,234.24             | 1,396.62           | 1,236.62  |
| 120.00                 |                      | 156.95             | (13.05)   |
|                        |                      | 162.38             |           |
| 2,000.00               |                      |                    |           |
| 1,000.00               |                      |                    |           |
|                        | 3,230.83             | 3,393.20           |           |
| 65.00                  |                      | 162.38             | 47.38     |
| 65.00 + 9.00 per room  | 2,039.88             | 2,211.97           |           |
| 65.00 + 52.00 per room |                      |                    |           |
| 65.00                  |                      |                    |           |
| 65.00 + 58.00 per unit |                      |                    |           |
| 65.00 + 13.00 per room |                      | 172.09             |           |
| 225.00                 |                      | 183.22             | (91.78)   |
| 50 + 25 per unit       | 793.70               | 172.09             |           |
| 340.00                 | 508.51               | 670.89             | 280.89    |
| 110.00                 |                      |                    |           |
| 65.00                  | 472.39               | 634.77             | 519.77    |
| 1,000.00               |                      | 183.22             | (866.78)  |
| 65.00                  |                      |                    |           |
| 260.00                 |                      | 141.19             | (168.81)  |
| 100.00                 |                      | 141.19             | (8.81)    |
| 260.00                 |                      | 141.19             | (168.81)  |
| 260.00                 |                      | 141.19             | (168.81)  |
|                        |                      |                    |           |
|                        |                      | 187.29             | (187.71)  |
|                        |                      | 187.29             | 102.29    |
|                        |                      | 172.09             | (127.91)  |
|                        |                      | 172.09             | (27.91)   |
|                        |                      | 141.74             | (203.26)  |
|                        |                      | 187.29             | 52.29     |
|                        |                      | 112.00             | (38.00)   |
|                        |                      | 187.29             |           |
|                        |                      |                    |           |





| % Change |
|----------|
| 41%      |
| 126%     |
| 77%      |
| 101%     |
|          |
|          |
| 765%     |
|          |
|          |
|          |
| 773%     |
| -8%      |
|          |
| -100%    |
| -100%    |
|          |
| 41%      |
|          |
|          |
|          |
|          |
|          |
| -33%     |
|          |
| 72%      |
|          |
| 452%     |
| -83%     |
|          |
| -54%     |
| -6%      |
| -54%     |
| -54%     |
|          |
| -50%     |
| 120%     |
| -43%     |
| -14%     |
| -59%     |
| 39%      |
| -25%     |
|          |
|          |

# Heber City

## Business License Fee Cost of Service Analysis



ZIONS PUBLIC FINANCE, INC.

April 2024



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DRAFT

## Introduction

Zions Public Finance, Inc. (ZPFI) was asked to evaluate the current business license fees for Heber City ("City") and recommend a revised fee structure that reasonably reflects the City's costs associated with providing these services to the community. This includes a disproportionate cost analysis to determine if any business types have a greater impact on City services.

## Current Fee Structure

Current fees are pulled directly from the City's Fee Schedule. Based on discussions with the City, the existing fee structure (i.e., fee categories shown in the table below) will be maintained in this analysis. Actual fees (costs), along with any disproportionate fees, will be updated as part of this study.

TABLE 1: CURRENT BUSINESS LICENSE FEE STRUCTURE

| License Type                                        | Current Fees                           |
|-----------------------------------------------------|----------------------------------------|
| Commercial New Application                          | \$50.00                                |
| Commercial Renewal Application                      | \$50.00                                |
| Home Business License New Application (with impact) | \$30.00                                |
| Home Business Renewal (with impact)                 | \$30.00                                |
| Seasonal License                                    | \$95.00                                |
| Temporary Vendors                                   | \$45 + \$10/day                        |
| Fireworks                                           | \$295.00                               |
| Solicitor License                                   | \$150.00                               |
| Motorized Street Vendor                             | \$120.00                               |
| Special Events & Promotions - 500+ People           | \$325.00                               |
| Special Events & Promotions - <500 People           | \$35.00                                |
| Film Events Large (Trailers, 5+ Cars)               | \$250.00                               |
| Film Events Small (No Trailers, <5 Cars)            | \$150.00                               |
| Nightly Rental Renewal                              | \$65 + \$13/room                       |
| Nightly Rental                                      | \$65 + \$13/room + \$50 processing fee |
| Rental Dwelling                                     | \$50 + 25/unit + \$50 processing fee   |
| Pawn Shop                                           | \$150.00                               |
| Tobacco Retailer                                    | \$1,000.00                             |
| Businesses with Alcohol License                     | \$50 - \$260                           |

## Methodology

ZPFI's approach to calculating costs was based on the following tasks and steps:

- Step 1: Review Department Budgets; Gather Initial Data Regarding Employees per Department and Labor Costs
- Step 2: Prepare Spreadsheet Template
- Step 3: Coordinate with City Staff on Direct Costs
- Step 4: Allocate Indirect and Overhead Costs
- Step 5: Calculate Total Cost Per Hour
- Step 6: Calculate Costs per Service
- Step 7: Geocode Police Calls for Service to Businesses

- Step 8: Calculate Ratio of Business Calls for Service to Residential Calls for Service
- Step 9: Calculate Disproportionate Fee
- Step 10: Calculate Total Revenues

### Step 1: Review Department Budgets; Gather Initial Data Regarding Employees per Department and Labor Costs

ZPFI first reviewed the budgets for business licensing fees. This step identified overall labor costs, as well as the number of employees and employee positions in each department.

### Step 2: Preparation of Spreadsheet Template

ZPFI created a financial model that allowed for City staff to enter the amount of time spent on each fee-related service, by employee position.

### Step 3: Coordination with Departments on Direct Costs

From the information gathered from the various departments, ZPFI prepared a detailed spreadsheet that allowed for input regarding the actual time spent by various positions in providing each service. ZPFI then followed up to clarify data and resolve any potentially conflicting information.

### Step 4: Allocation of Indirect and Overhead Costs

1. Indirect - Business License employee time not directly spent on fee-related services, but in activities such as meetings, training, etc.
2. Overhead - Certain City departments have overhead costs that need to be apportioned among all departments and fees.

**Business License Indirect Cost Allocation.** Costs are allocated for employee time spent on activities that are not directly business license fee-related, such as training, meetings, etc. For example, an employee who provides fee-related services may also attend department meetings or training workshops. A portion of these indirect costs can be allocated to the unit costs associated with providing services for which fees are charged.

**City Overhead Cost Allocation.** There are also overhead costs associated with other City departments such as human resources, IT, attorney etc. These costs have also been allocated and added to the direct unit costs. The overhead costs that are allocated to all City departments are shown in the following table.

TABLE 2: TOTAL OVERHEAD COSTS

| Overhead Category            | Cost               |
|------------------------------|--------------------|
| Legislative                  | \$340,844          |
| Judicial                     | \$368,856          |
| Administrative               | \$1,546,112        |
| Attorney                     | \$379,008          |
| Human Resources              | \$216,837          |
| IT                           | \$213,007          |
| General Government Buildings | \$220,328          |
| <b>TOTAL</b>                 | <b>\$3,284,992</b> |

Source: Heber City FY2024 Budget



Total overhead costs for the City were divided among each full-time equivalent (FTE) employee to calculate an overhead cost per minute. As shown in the following table, the overhead cost per FTE is \$31,064 per FTE or \$14.93 per hour.

TABLE 3: OVERHEAD COSTS PER HOUR

| Description                       | Amount         |
|-----------------------------------|----------------|
| Total Overhead Costs to Allocate  | \$3,284,992    |
| Total City Employees              | 126            |
| Employees in Overhead Departments | 20             |
| Employees for Cost Spread         | 106            |
| Cost per Employee per Year        | \$31,064       |
| <b>Cost per Employee per Hour</b> | <b>\$14.93</b> |

#### Step 5: Calculation of Total Cost per Hour

The indirect and overhead costs per hour are added to the direct cost per hour to identify the total costs per hour. These calculations will be detailed in the Cost-of-Service Analysis.

#### Step 6: Calculate Costs per Service

This step calculates the total cost per service by multiplying the time spent by the fully loaded cost per hour. These calculations will be detailed in the Cost-of-Service Analysis.

#### Step 7: Geocode Police Calls for Service to Businesses

ZPFI collected police calls for service from the City for 2023 and analyzed both the calls to residential units and business locations. Calls for businesses were geocoded to business addresses to determine the calls for service to each business during 2023.

#### Step 8: Calculate Ratio of Business Calls for Service to Residential Calls for Service

During this step, ZPFI calculated the base ratio of calls for service to residential locations and also calculated the call ratios for each business type. These were compared to the residential base ratio to determine any disproportionate impacts by a certain business type.

#### Step 9: Calculate Disproportionate Fee

This step calculates any disproportionate fees by multiplying disproportionate business ratios by the base police cost per call.

#### Step 10: Calculate Total Revenues

This step calculates the total cost per service to the City, combining the base total cost with any disproportionate costs by business type.

### Cost-of-Service Analysis

Direct costs are incurred by those individuals who directly manage fee-related services. While the “average” time spent for similar services can vary depending on a variety of factors, this report is based on an “average” time spent per individual service, as shown in the table below.

TABLE 4: MINUTES SPENT BY POSITION PER BUSINESS LICENSE

| License Type                                           | Treasurer/<br>Business License<br>Official | Planner | Planner | Building<br>Official | Police |
|--------------------------------------------------------|--------------------------------------------|---------|---------|----------------------|--------|
| Commercial New Application                             | 60                                         | 45      | 15      | 10                   | 0      |
| Commercial Renewal Application                         | 15                                         | 15      | 0       | 15                   | 0      |
| Home Business License New<br>Application (with impact) | 60                                         | 45      | 15      | 0                    | 0      |
| Home Business Renewal (with impact)                    | 15                                         | 15      | 0       | 0                    | 0      |
| Seasonal License                                       | 60                                         | 30      | 15      | 0                    | 30     |
| Temporary Vendors                                      | 60                                         | 30      | 15      | 0                    | 30     |
| Fireworks                                              | 60                                         | 15      | 15      | 0                    | 15     |
| Solicitor License                                      | 60                                         | 0       | 0       | 0                    | 0      |
| Motorized Street Vendor                                | 60                                         | 30      | 15      | 0                    | 15     |
| Special Events & Promotions - 500+<br>People           | 60                                         | 30      | 15      | 0                    | 30     |
| Special Events & Promotions - <500<br>People           | 60                                         | 30      | 15      | 0                    | 30     |
| Film Events Large (Trailers, 5+ Cars)                  | 60                                         | 15      | 15      | 0                    | 30     |
| Film Events Small (No Trailers, <5 Cars)               | 60                                         | 15      | 15      | 0                    | 30     |
| Nightly Rental Renewal                                 | 15                                         | 15      | 15      | 0                    | 30     |
| Nightly Rental                                         | 60                                         | 15      | 15      | 0                    | 30     |
| Rental Dwelling                                        | 60                                         | 15      | 15      | 0                    | 30     |
| Pawn Shop                                              | 15                                         | 60      | 30      | 0                    | 30     |
| Tobacco Retailer                                       | 15                                         | 60      | 30      | 0                    | 30     |
| Businesses with Alcohol License                        | 30                                         | 60      | 30      | 0                    | 0      |

Source: Heber City

The following table shows the total units of service provided during the past year, by service type.

TABLE 5: TOTAL LICENSES COMPLETED

| License Type                                        | Units Completed |
|-----------------------------------------------------|-----------------|
| Commercial New Application                          | 60              |
| Commercial Renewal Application                      | 672             |
| Home Business License New Application (with impact) | 56              |
| Home Business Renewal (with impact)                 | 391             |
| Seasonal License                                    | 5               |
| Temporary Vendors                                   | 1               |
| Fireworks                                           | 5               |
| Solicitor License                                   | 7               |
| Motorized Street Vendor                             | 9               |
| Special Events & Promotions - 500+ People           | 0               |
| Special Events & Promotions - <500 People           | 17              |
| Film Events Large (Trailers, 5+ Cars)               | 0               |
| Film Events Small (No Trailers, <5 Cars)            | 1               |

| License Type                    | Units Completed |
|---------------------------------|-----------------|
| Nightly Rental Renewal          | 37              |
| Nightly Rental                  | 12              |
| Rental Dwelling                 | 3               |
| Pawn Shop                       | 0               |
| Tobacco Retailer                | 0               |
| Businesses with Alcohol License | 12              |

Based on information provided by the City, employees spend between approximately 3 percent and 5 percent of their time in trainings or meetings and an allocation of that time can be attributed to business licensing. The following table shows each employee's cost per hour for training.

TABLE 6: INDIRECT TRAINING COST PER HOUR

|                         | Treasurer/<br>Business<br>License Official | Planner | Planner | Building<br>Official | Police |
|-------------------------|--------------------------------------------|---------|---------|----------------------|--------|
| Indirect Costs per Hour | \$1.68                                     | \$2.08  | \$3.28  | \$4.34               | \$4.97 |

It is also permissible to include the cost of conducting this cost-of-service analysis in the overall cost of the fees. Cost estimates assume the life of the study is 5 years and therefore the total cost of the study is divided by 5 and then divided by the total direct minutes identified for the various fee types.

The study also includes the general overhead costs and the materials costs to determine the total cost for each employee involved with the fee-related services.

TABLE 7: TOTAL COSTS PER HOUR &amp; MINUTE

|                                                  | Treasurer/ Business<br>License Official | Planner        | Planner        | Building<br>Official | Police          |
|--------------------------------------------------|-----------------------------------------|----------------|----------------|----------------------|-----------------|
| Wages + Benefits<br>(Health/Retirement) per Hour | \$55.89                                 | \$41.65        | \$65.68        | \$101.26             | \$99.33         |
| Indirect Costs per Hour - Overhead               | \$14.93                                 | \$14.93        | \$14.93        | \$14.93              | \$14.93         |
| Indirect Costs per Hour - Training               | \$1.68                                  | \$2.08         | \$3.28         | \$5.06               | \$4.97          |
| Supplies Cost per Hour                           | \$0.40                                  | \$0.40         | \$0.40         | \$0.40               | \$0.40          |
| Study Costs                                      | \$1.77                                  | \$1.77         | \$1.77         | \$1.77               | \$1.77          |
| <b>Total Cost per Hour</b>                       | <b>\$74.67</b>                          | <b>\$60.83</b> | <b>\$86.06</b> | <b>\$123.42</b>      | <b>\$121.39</b> |
| <b>Total Cost per Minute</b>                     | <b>\$1.24</b>                           | <b>\$1.01</b>  | <b>\$1.43</b>  | <b>\$2.06</b>        | <b>\$2.02</b>   |

The cost per minute for each employee is then multiplied by the time spent per service, by each employee, as shown previously in Table 4. Total costs per unit are shown in Table 8 below.

TABLE 8: TOTAL COST PER UNIT

| License Type               | Total Units<br>Completed<br>2022 | Current Fee | Cost Based on<br>Study | Percent Change |
|----------------------------|----------------------------------|-------------|------------------------|----------------|
| Commercial New Application | 60                               | \$50.00     | \$162.38               | 225%           |

| License Type                                        | Total Units Completed 2022 | Current Fee                            | Cost Based on Study | Percent Change |
|-----------------------------------------------------|----------------------------|----------------------------------------|---------------------|----------------|
| Commercial Renewal Application                      | 672                        | \$50.00                                | \$64.73             | 29%            |
| Home Business License New Application (with impact) | 56                         | \$30.00                                | \$141.81            | 373%           |
| Home Business Renewal (with impact)                 | 391                        | \$30.00                                | \$33.87             | 13%            |
| Seasonal License                                    | 5                          | \$95.00                                | \$187.29            | 97%            |
| Temporary Vendors                                   | 1                          | \$45 + \$10/day                        | \$187.29            | (59%)          |
| Fireworks                                           | 5                          | \$295.00                               | \$141.74            | (52%)          |
| Solicitor License                                   | 7                          | \$150.00                               | \$112.00            | (25%)          |
| Motorized Street Vendor                             | 9                          | \$120.00                               | \$156.95            | 31%            |
| Special Events & Promotions - 500+ People           | 0                          | \$325.00                               | \$187.29            | (42%)          |
| Special Events & Promotions - <500 People           | 17                         | \$35.00                                | \$187.29            | 435%           |
| Film Events Large (Trailers, 5+ Cars)               | 0                          | \$250.00                               | \$172.09            | (31%)          |
| Film Events Small (No Trailers, <5 Cars)            | 1                          | \$150.00                               | \$172.09            | 15%            |
| Nightly Rental Renewal                              | 37                         | \$65 + \$13/room                       | \$116.08            | 49%            |
| Nightly Rental                                      | 12                         | \$65 + \$13/room + \$50 processing fee | \$172.09            | 34%            |
| Rental Dwelling                                     | 3                          | \$50 + 25/unit + \$50 processing fee   | \$172.09            | 38%            |
| Pawn Shop                                           | 0                          | \$150.00                               | \$183.22            | 22%            |
| Tobacco Retailer                                    | 0                          | \$1,000.00                             | \$183.22            | (82%)          |
| Businesses with Alcohol License                     | 12                         | \$50 - \$260                           | \$141.19            | (6%)           |

Total annual revenues with the new fee structure will be slightly higher than with the existing fee structure.

TABLE 9: COMPARISON OF ANNUAL REVENUES GENERATED WITH STUDY FEES V. CURRENT FEES

| Fee Type                                            | Units Completed 2022 | Study Potential Revenues | Current Revenues |
|-----------------------------------------------------|----------------------|--------------------------|------------------|
| Commercial New Application                          | 60                   | \$9,742.56               | \$3,000.00       |
| Commercial Renewal Application                      | 672                  | \$43,498.26              | \$33,600.00      |
| Home Business License New Application (with impact) | 56                   | \$7,941.14               | \$1,680.00       |
| Home Business Renewal (with impact)                 | 391                  | \$13,244.91              | \$11,730.00      |
| Seasonal License                                    | 5                    | \$936.47                 | \$475.00         |
| Temporary Vendors                                   | 1                    | \$187.29                 | \$457.00         |
| Fireworks                                           | 5                    | \$708.69                 | \$1,475.00       |



| Fee Type                                  | Units Completed<br>2022 | Study Potential<br>Revenues | Current<br>Revenues |
|-------------------------------------------|-------------------------|-----------------------------|---------------------|
| Solicitor License                         | 7                       | \$784.02                    | \$1,050.00          |
| Motorized Street Vendor                   | 9                       | \$1,412.51                  | \$1,080.00          |
| Special Events & Promotions - 500+ People | 0                       | \$0.00                      | \$0.00              |
| Special Events & Promotions - <500 People | 17                      | \$3,183.99                  | \$595.00            |
| Film Events Large (Trailers, 5+ Cars)     | 0                       | \$0.00                      | \$0.00              |
| Film Events Small (No Trailers, <5 Cars)  | 1                       | \$172.09                    | \$150.00            |
| Nightly Rental Renewal                    | 37                      | \$4,295.14                  | \$2,886.00          |
| Nightly Rental                            | 12                      | \$2,065.03                  | \$1,536.00          |
| Rental Dwelling                           | 3                       | \$516.26                    | \$125.00            |
| Pawn Shop                                 | 0                       | \$0.00                      | \$0.00              |
| Tobacco Retailer                          | 0                       | \$0.00                      | \$0.00              |
| Businesses with Alcohol License           | 12                      | \$1,694.34                  | \$1,800.00          |
| <b>TOTAL</b>                              |                         | <b>\$90,644.03</b>          | <b>\$62,689.00</b>  |

## Disproportionate Analysis

in addition to the costs of service to process licenses, there is a recognition that certain business types may have a disproportionate impact on the City. This is calculated using police calls for service to each business throughout the City.

### Total Calls for Service

In 2023, a total of 11,120 non-traffic related calls were received in the City. These calls are then geocoded in a GIS database to determine which of these calls were associated with businesses in the City. A total of 2,775 calls were reported at commercial business or rental property locations and 7,822 calls for service were made to single-family residential locations.<sup>1</sup> This results in a base single-family residential call for service ratio of 1.50.

### Cost per Call

To calculate a cost per call, the Police Department budget is divided out to the total calls for service. Thus, there is a cost per call of \$157.62.

### Disproportionate Costs

The disproportionate cost is determined by removing extreme outliers from licensing categories as to not skew the data. After this, a ratio of average calls per business is calculated. The base residential ratio is subtracted to identify any categories that have greater, or lower, calls than the average residential unit. Businesses with a final call ratio that is 0.00 or below demonstrate that their impact is not greater than the average residential unit and therefore would not be assessed a disproportionate fee.

TABLE 10: COMMERCIAL CALL RATIOS

| License Type | Total Business<br>w/o Outliers | Calls per<br>Business Ratio | Final Call Ratio |
|--------------|--------------------------------|-----------------------------|------------------|
| Automotive   | 48                             | 2.71                        | 1.21             |

<sup>1</sup> A total of 334 calls to commercial businesses could not be accurately tied to a specific business. This was due to multiple businesses having a shared address. Therefore, these calls could not be included in the analysis.

| License Type                           | Total Business<br>w/o Outliers | Calls per<br>Business Ratio | Final Call Ratio |
|----------------------------------------|--------------------------------|-----------------------------|------------------|
| Commercial - Large Retail (40,000 sf+) | 2                              | 113.00                      | 111.50           |
| Commercial                             | 210                            | 2.11                        | 0.62             |
| Construction                           | 74                             | 0.58                        | (0.92)           |
| Contracted Services                    | 74                             | 0.80                        | (0.71)           |
| Day Care / Preschool                   | 9                              | 0.22                        | (1.28)           |
| Entertainment                          | 3                              | 9.33                        | 7.83             |
| Fireworks                              | 8                              | 0.00                        | (1.50)           |
| Home Occupation License                | 263                            | 0.48                        | (1.02)           |
| Hotel                                  | 8                              | 16.13                       | 12.94            |
| Internet Retail                        | 14                             | 0.07                        | (1.43)           |
| Manufacturing/Distribution             | 23                             | 0.39                        | (1.11)           |
| Medical - Major Facility               | 2                              | 22.00                       | 20.50            |
| Medical - Clinic                       | 66                             | 0.18                        | (1.32)           |
| Motorized Street Vendor                | 24                             | 0.50                        | (1.00)           |
| Nightly Rental                         | 36                             | 0.42                        | (1.09)           |
| Non-Profit                             | 7                              | 1.00                        | (0.50)           |
| Professional/Business Services         | 167                            | 0.51                        | (0.99)           |
| Rental Services                        | 13                             | 6.54                        | 5.04             |
| Restaurant                             | 48                             | 4.73                        | 3.23             |
| Seasonal                               | 3                              | 0.00                        | (1.50)           |
| Solicitor                              | 7                              | 0.00                        | (1.50)           |
| Storage Unit Rental                    | 8                              | 4.50                        | 3.00             |
| Temporary License                      | 1                              | 2.00                        | 0.50             |

To calculate the final disproportionate cost, each category is multiplied by the cost per call.

TABLE 11: CALCULATED DISPROPORTIONATE FEE

| License Type                           | Calculated Disproportionate Fee |
|----------------------------------------|---------------------------------|
| Automotive                             | \$189.98                        |
| Commercial - Large Retail (40,000 sf+) | \$17,574.69                     |
| Commercial                             | \$97.18                         |
| Construction                           | \$0.00                          |
| Contracted Services                    | \$0.00                          |
| Day Care / Preschool                   | \$0.00                          |
| Entertainment                          | \$1,234.24                      |
| Fireworks                              | \$0.00                          |
| Home Occupation License                | \$0.00                          |
| Hotel                                  | \$2,039.88                      |
| Internet Retail                        | \$0.00                          |
| Manufacturing/Distribution             | \$0.00                          |
| Medical - Major Facility               | \$3,230.83                      |
| Medical - Clinic                       | \$0.00                          |

| License Type                   | Calculated Disproportionate Fee |
|--------------------------------|---------------------------------|
| Motorized Street Vendor        | \$0.00                          |
| Nightly Rental                 | \$0.00                          |
| Non-Profit                     | \$0.00                          |
| Professional/Business Services | \$0.00                          |
| Rental Services                | \$793.70                        |
| Restaurant                     | \$508.51                        |
| Seasonal                       | \$0.00                          |
| Solicitor                      | \$0.00                          |
| Storage Unit Rental            | \$472.39                        |
| Temporary License              | \$62.49                         |

Businesses that showed negative ratios when the base ratio was subtracted, demonstrate that there is not a disproportionate impact and therefore their fee is \$0.00.

## Total Fee Calculation

The final business license fee is calculated by adding in the base license cost, with any disproportionate fees based on the type of business. The following tables demonstrate how the various disproportionate categories would align with the City's main business license categories and the calculated fee for each license type (based on new licenses issued and not renewal costs). These figures show the true cost of services to the City. The City's legislative body may determine to adopt fees lower than the calculated amounts but may not exceed the calculated amounts.

TABLE 12: BUSINESS LICENSE CATEGORIES

| Business License Category | Disproportionate Fee Category          |
|---------------------------|----------------------------------------|
| Commercial License        | Automotive                             |
|                           | Commercial - Large Retail (40,000 sf+) |
|                           | Commercial                             |
|                           | Construction                           |
|                           | Contracted Services                    |
|                           | Day Care / Preschool                   |
|                           | Entertainment                          |
|                           | Internet Retail                        |
|                           | Manufacturing/Distribution             |
|                           | Medical - Major Facility               |
|                           | Medical - Clinic                       |
|                           | Non-Profit                             |
|                           | Professional/Business Services         |
|                           | Restaurant                             |
|                           | Storage Unit Rental                    |
| Home Business License     | Home Occupation License                |
| Seasonal License          | Seasonal                               |
| Temporary Vendors         | Temporary License                      |
| Fireworks                 | Fireworks                              |

| Business License Category                    | Disproportionate Fee Category |
|----------------------------------------------|-------------------------------|
| Solicitor License                            | Solicitor                     |
| Motorized Street Vendor                      | Motorized Street Vendor       |
| Special Events & Promotions - 500+ People    | None                          |
| Special Events & Promotions - <500 People    | None                          |
| Film Events Large (Trailers, 5+ Cars)        | None                          |
| Film Events Small (No Trailers, <5 Cars)     | None                          |
| Nightly Rental                               | Hotel                         |
| Rental Dwelling                              | Nightly Rental                |
| Pawn Shop                                    | Rental Services               |
| Tobacco Retailer                             | None                          |
| Businesses with Alcohol License <sup>2</sup> | None                          |

TABLE 13: CALCULATED BUSINESS LICENSE FEES

| Business License Category | Disproportionate Fee Category          | Study Base Fee | Study Disproportionate Fee | Total Business License Fee | Current Fee | Percent Change |
|---------------------------|----------------------------------------|----------------|----------------------------|----------------------------|-------------|----------------|
| Commercial License        | Automotive                             |                | \$189.98                   | \$352.35                   | \$125.00    | 182%           |
|                           | Commercial - Large Retail (40,000 sf+) |                | \$17,574.69                | \$17,737.07                | \$2,000.00  | 787%           |
|                           | Commercial                             |                | \$97.18                    | \$259.56                   | \$50.00     | 419%           |
|                           | Construction                           |                | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Contracted Services                    |                | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Day Care / Preschool                   |                | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Entertainment                          |                | \$1,234.24                 | \$1,396.62                 | \$110.00    | 1,170%         |
|                           | Internet Retail                        | \$162.38       | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Manufacturing/ Distribution            |                | \$0.00                     | \$162.38                   | \$65.00     | 150%           |
|                           | Medical - Major Facility               |                | \$3,230.83                 | \$3,393.20                 | \$50.00     | 6,686%         |
|                           | Medical - Clinic                       |                | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Non-Profit                             |                | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Professional/ Business Services        |                | \$0.00                     | \$162.38                   | \$50.00     | 225%           |
|                           | Restaurant                             |                | \$508.51                   | \$670.89                   | \$390.00    | 72%            |
|                           | Storage Unit Rental                    |                | \$472.39                   | \$634.77                   | \$65.00     | 877%           |

<sup>2</sup> Businesses with an alcohol license (except for Buon Appetito, Ichiban Sushi Asian Bistro, and Spin Café) all held an additional business license and the calls for service cannot be split by license type.



| Business License Category                 | Disproportionate Fee Category | Study Base Fee | Study Disproportionate Fee | Total Business License Fee | Current Fee                            | Percent Change |
|-------------------------------------------|-------------------------------|----------------|----------------------------|----------------------------|----------------------------------------|----------------|
| Home Business License                     | Home Occupation License       | \$141.81       | \$0.00                     | \$141.81                   | \$30.00                                | 373%           |
| Seasonal License                          | Seasonal                      | \$187.29       | \$0.00                     | \$187.29                   | \$95.00                                | 97%            |
| Temporary Vendors License                 | Temporary License             | \$187.29       | \$78.33                    | \$265.62                   | \$45 + \$10/day                        | (42%)          |
| Fireworks License                         | Fireworks                     | \$141.74       | \$0.00                     | \$141.74                   | \$295.00                               | (52%)          |
| Solicitor License                         | Solicitor                     | \$112.00       | \$0.00                     | \$112.00                   | \$150.00                               | (25%)          |
| Motorized Street Vendor License           | Motorized Street Vendor       | \$156.95       | \$0.00                     | \$156.95                   | \$120.00                               | 31%            |
| Special Events & Promotions - 500+ People | None                          | \$187.29       | \$0.00                     | \$187.29                   | \$325.00                               | (42%)          |
| Special Events & Promotions - <500 People | None                          | \$187.29       | \$0.00                     | \$187.29                   | \$35.00                                | 435%           |
| Film Events Large (Trailers, 5+ Cars)     | None                          | \$172.09       | \$0.00                     | \$172.09                   | \$250.00                               | (31%)          |
| Film Events Small (No Trailers, <5 Cars)  | None                          | \$172.09       | \$0.00                     | \$172.09                   | \$150.00                               | 15%            |
|                                           | Hotel                         |                | \$2,039.88                 | \$2,211.97                 | \$65.00                                | 3,303%         |
| Nightly Rental License                    | Nightly Rental                | \$172.09       | \$0.00                     | \$172.09                   | \$65 + \$13/room + \$50 processing fee | 59%            |
| Rental Dwelling License                   | Rental Services               | \$172.09       | \$793.70                   | \$965.79                   | \$50 + 25/unit + \$50                  | 673%           |

| Business License Category       | Disproportionate Fee Category | Study Base Fee | Study Disproportionate Fee | Total Business License Fee | Current Fee<br>processing fee | Percent Change |
|---------------------------------|-------------------------------|----------------|----------------------------|----------------------------|-------------------------------|----------------|
| Pawn Shop License               | None                          | \$183.22       | \$0.00                     | \$183.22                   | \$150.00                      | 22%            |
| Tobacco Retailer                | None                          | \$183.22       | \$0.00                     | \$183.22                   | \$1,000.00                    | (82%)          |
| Businesses with Alcohol License | None                          | \$141.19       | \$0.00                     | \$141.19                   | \$50 - \$260                  | (6%)           |

### Good Landlord Program Discounts

State code directs that for a municipality to adopt a new disproportionate rental fee, with a Good Landlord Program, it must provide for a disproportionate rental fee reduction.<sup>3</sup> There is no mandated amount of a fee reduction under State code and the offered amount would be determined at the discretion of the City's legislative body.

There are a number of other cities that currently have a Good Landlord Program in place and offer discounts for landlord who complete those courses. The majority of these cities charge their fee based on the type of rental, although several charge the same rate regardless of what type of rental unit. Each of the following fee calculations have used the lowest unit count for rental unit type.

TABLE 14: SUMMARY OF RENTAL FEE REDUCTIONS

| City               | Average Disproportionate Rental Fee Reduction |
|--------------------|-----------------------------------------------|
| Clearfield City    | 85%*                                          |
| Midvale            | 22%*                                          |
| North Salt Lake    | 40%                                           |
| Ogden              | 46%*                                          |
| Salt Lake City     | 59%                                           |
| South Salt Lake    | 55%*                                          |
| South Ogden        | 60%*                                          |
| Sunset             | 75%                                           |
| Washington Terrace | 10%                                           |
| West Jordan        | 48%*                                          |

\*Fee reduction is variable by unit type

Source: Individual cities' consolidated fee schedules

Based on data currently available, the disproportionate rental fee reductions range from 10 – 85 percent for the total license fee. Most of the comparable cities will provide a reduction only on the disproportionate rental fee and not on the base business license cost. The four cities that do not split their disproportionate rental fee by unit category (similar to the City) saw an average reduction of 46 percent.

<sup>3</sup> Utah Code Annotated § 10-1-203.5 (7)(b)

TABLE 15: GOOD LANDLORD PROGRAM RENTAL FEE REDUCTIONS

| City               | Rental Unit Type       | Base Fee | Base Fee (GLP) | Disproportionate Rental Fee (no GLP) | Disproportionate Rental Fee (GLP) | Percent Fee Reduction |
|--------------------|------------------------|----------|----------------|--------------------------------------|-----------------------------------|-----------------------|
| Clearfield         | Single Family Unit     | \$190.00 | \$30.00        | \$66.50                              | \$7.00                            | 86%                   |
|                    | Duplex Unit            | \$190.00 | \$30.00        | \$12.50                              | \$3.00                            | 84%                   |
|                    | 3/4 Plex Unit          | \$190.00 | \$30.00        | \$92.00                              | \$9.00                            | 86%                   |
|                    | Multi-Family Units     | \$190.00 | \$30.00        | \$67.00                              | \$7.00                            | 86%                   |
|                    | Mobile Home Units      | \$190.00 | \$30.00        | \$49.50                              | \$7.00                            | 85%                   |
| Midvale            | Single Family          | \$143.00 | \$143.00       | \$80.00                              | \$7.00                            | 33%                   |
|                    | Duplex                 | \$143.00 | \$143.00       | \$42.00                              | \$7.00                            | 19%                   |
|                    | Apartments             | \$143.00 | \$143.00       | \$33.00                              | \$7.00                            | 15%                   |
| North Salt Lake    | Rental Dwelling Unit   | \$100.00 | \$100.00       | \$115.00                             | \$29.00                           | 40%                   |
| Ogden              | Two Units              | \$83.00  | \$83.00        | \$156.00                             | \$13.00                           | 60%                   |
|                    | Two (owner-occupied)   | \$83.00  | \$83.00        | \$70.00                              | \$6.00                            | 42%                   |
|                    | 3+ Units               | \$83.00  | \$83.00        | \$82.00                              | \$7.00                            | 45%                   |
| Salt Lake City     | Rental Dwelling Unit   | \$83.00  | \$83.00        | \$58.00                              | \$6.00                            | 37%                   |
| South Salt Lake    | Single Family Unit     | \$180.00 | \$180.00       | \$342.00                             | \$35.00                           | 59%                   |
|                    | Duplex or triplex Unit | \$375.00 | \$30.00        | \$0.00                               | \$30.00                           | 84%                   |
|                    | Quadplex               | \$101.00 | \$40.00        | \$0.00                               | \$30.00                           | 31%                   |
|                    | Apartments             | \$150.00 | \$100.00       | \$151.00                             | \$30.00                           | 57%                   |
| South Ogden        | 1 Unit                 | \$150.00 | \$125.00       | \$151.00                             | \$30.00                           | 49%                   |
|                    | 2 Units                | \$125.00 | \$10.00        | \$40.00                              | \$0.00                            | 94%                   |
|                    | 3 Units                | \$125.00 | \$50.00        | \$40.00                              | \$10.00                           | 64%                   |
|                    | 4+ Units               | \$125.00 | \$75.00        | \$40.00                              | \$10.00                           | 48%                   |
| Sunset             | Rental Dwelling Unit   | \$125.00 | \$100.00       | \$40.00                              | \$10.00                           | 33%                   |
| Washington Terrace | Rental Dwelling Unit   | \$30.00  | \$30.00        | \$192.00                             | \$25.00                           | 75%                   |
| West Jordan        | Condo/Townhome         | \$102.00 | \$91.80        | \$51.00                              | \$45.90                           | 10%                   |
|                    | Duplex                 | \$44.00  | \$44.00        | \$171.00                             | \$21.00                           | 70%                   |
|                    | Multi-Unit             | \$44.00  | \$44.00        | \$34.00                              | \$21.00                           | 17%                   |
|                    | Mobile Homes           | \$44.00  | \$44.00        | \$32.00                              | \$21.00                           | 14%                   |
|                    | Single Family Home     | \$44.00  | \$44.00        | \$168.00                             | \$21.00                           | 69%                   |

Source: Individual cities' consolidated fee schedules



# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** Police Department Evidence Purge Request  
**RESPONSIBLE:** Jennafer Morris  
**DEPARTMENT:** Police Department  
**STRATEGIC RELEVANCE:**

---

## SUMMARY

The list of items need to be purged as they have no more evidentiary value and either cannot be given back or have been abandoned. Items will be destroyed, donated, or repurposed.

## RECOMMENDATION

Approval the purge of all items on the attached list.

---

## 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:** Parker Sever, Chief of Police

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## EXHIBITS

1. July 2024 Purge List

## Record List - Total:1431

| Number | Incident  | Property number | Description                    | Location |
|--------|-----------|-----------------|--------------------------------|----------|
| 3719   | 0701-0353 | H5818           | DRUGS - MJ                     | HCPR     |
| 3720   | 0701-0353 | H5819           | TOBACCO                        | HCPR     |
| 2964   | 0706-0343 | H6168           | 20.00                          | HCPR     |
| 4175   | 0812-0041 | H7595           | DRUG                           | HCPR     |
| 6231   | 1004-0372 | H8768           | LORTAB                         | HCPR     |
| 8629   | 1107-1076 | H10376          | RX PILLS                       | HCPR     |
| 8630   | 1107-1076 | H10375          | DRUGS                          | HCPR     |
| 8631   | 1107-1076 | H10371          | DRUGS                          | HCPR     |
| 8632   | 1107-1076 | H10372          | PARAPHERNALIA                  | HCPR     |
| 8633   | 1107-1076 | H10373          | RX PILLS                       | HCPR     |
| 8843   | 1108-1181 | H10493          | PARAPHERNALIA                  | HCPR     |
| 8842   | 1108-1181 | H10492          | PARAPHERNALIA                  | HCPR     |
| 8841   | 1108-1181 | H10491          | PARAPHERNALIA                  | HCPR     |
| 8840   | 1108-1181 | H10490          | PARAPHERNALIA                  | HCPR     |
| 8839   | 1108-1472 | H10505          | SPICE                          | HCPR     |
| 8838   | 1108-1472 | H10504          | PARAPHERNALIA                  | HCPR     |
| 8975   | 1109-0304 | H10523          | MARIJUANA                      | HCPR     |
| 9393   | 1112-0406 | H10964          | CD/DVD                         | HCPR     |
| 9469   | 1112-0406 | H10992          | PARAPHERNALIA                  | HCPR     |
| 9719   | 1112-1249 | H11074          | PARAPHERNALIA                  | HCPR     |
| 9995   | 1203-0542 | H11206          | SPICE                          | HCPR     |
| 10985  | 1209-0044 | H11640          | MARIJUANA                      | HCPR     |
| 10986  | 1209-0044 | H11641          | MARIJUANA                      | HCPR     |
| 11039  | 1209-1558 | H11749          | TOBACCO                        | HCPR     |
| 11040  | 1209-1558 | H11750          | GLASS PIPE                     | HCPR     |
| 11159  | 1210-1030 | H11815          | MARIJUANA                      | HCPR     |
| 11163  | 1210-1077 | H11816          | RX PILLS                       | HCPR     |
| 11165  | 1210-1077 | H11821          | TOBACCO                        | HCPR     |
| 11164  | 1210-1077 | H11817          | PARAPHERNALIA                  | HCPR     |
| 11156  | 1210-1077 | H11818          | PARAPHERNALIA                  | HCPR     |
| 11157  | 1210-1077 | H11819          | MARIJUANA                      | HCPR     |
| 11460  | 1301-0425 | H12036          | TIN FOIL/WITH GREEN LEAFY SUB  | HCPR     |
| 11603  | 1302-0620 | H12134          | MARIJUANA                      | HCPR     |
| 11604  | 1302-0620 | H12135          | PARAPHERNALIA                  | HCPR     |
| 11605  | 1302-0620 | H12136          | PARAPHERNALIA                  | HCPR     |
| 11790  | 1303-0360 | H12259          | MARIJUANA                      | HCPR     |
| 11791  | 1303-0360 | H12260          | PARAPHERNALIA                  | HCPR     |
| 11836  | 1303-0641 | H12292          | PARAPHERNALIA                  | HCPR     |
| 11762  | 1303-0641 | H12287          | HEROIN                         | HCPR     |
| 11763  | 1303-0641 | H12288          | PARAPHERNALIA                  | HCPR     |
| 11764  | 1303-0641 | H12289          | PARAPHERNALIA                  | HCPR     |
| 11765  | 1303-0641 | H12290          | TOBACCO                        | HCPR     |
| 11833  | 1303-0885 | H12317          | OXTCODONE                      | HCPR     |
| 11824  | 1304-0029 | H12337          | PARAPHERNALIA                  | HCPR     |
| 11823  | 1304-0118 | H12358          | TOBACCO                        | HCPR     |
| 12039  | 1304-0219 | H12423          | HEROIN                         | HCPR     |
| 12040  | 1304-0219 | H12424          | PARAPHERNALIA                  | HCPR     |
| 12034  | 1304-0722 | H12396          | HAT                            | HCPR     |
| 12035  | 1304-0722 | H12397          | SKY LIGHT PIECE WITH FOOTPRINT | HCPR     |
| 12036  | 1304-0722 | H12393          | COAT                           | HCPR     |
| 12037  | 1304-0722 | H12394          | SWEATER                        | HCPR     |
| 12038  | 1304-0722 | H12395          | HARD HAT                       | HCPR     |
| 12018  | 1305-0282 | H12454          | PARAPHERNALIA                  | HCPR     |
| 12019  | 1305-0282 | H12455          | PARAPHERNALIA                  | HCPR     |
| 12020  | 1305-0282 | H12456          | MARIJUANA                      | HCPR     |
| 12216  | 1305-0779 | H12468          | PARAPHERNALIA                  | HCPR     |
| 12222  | 1305-0939 | H12476          | RX PILLS                       | HCPR     |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 12221 | 1305-0939 | H12475 | RX METHADONE                   | HCPR |
| 12223 | 1305-0939 | H12477 | RX PILLS                       | HCPR |
| 12219 | 1305-0939 | H12478 | RX PILL                        | HCPR |
| 12220 | 1305-0939 | H12479 | PARAPHERNALIA                  | HCPR |
| 12217 | 1305-1124 | H12481 | PARAPHERNALIA                  | HCPR |
| 12209 | 1305-1295 | H12495 | PARAPHERNALIA                  | HCPR |
| 12207 | 1305-1331 | H12489 | PARAPHERNALIA                  | HCPR |
| 12206 | 1305-1331 | H12490 | PARAPHERNALIA                  | HCPR |
| 12224 | 1305-1439 | H12499 | TOBACCO                        | HCPR |
| 12210 | 1306-0162 | H12504 | MARIJUANA                      | HCPR |
| 12203 | 1306-0644 | H12529 | MARIJUANA                      | HCPR |
| 12330 | 1306-0910 | H12541 | GLASS PIPE W/RESIDUE           | HCPR |
| 12328 | 1306-1011 | H12543 | FLEXERIL                       | HCPR |
| 12402 | 1307-0862 | H12672 | 7.25                           | HCPR |
| 12504 | 1307-1402 | H12805 | CD- INTERVIEW                  | HCPR |
| 12479 | 1307-1402 | H12804 | CD - INTERVIEW                 | HCPR |
| 12443 | 1307-1498 | H12717 | PARAPHER PAPER CLIP BURNT ENDS | HCPR |
| 12446 | 1307-1498 | H12715 | RX BOTTLE HYDROCHLOROTHIA      | HCPR |
| 12440 | 1307-1498 | H12719 | PARAPHERNALIA GLASS PIPE       | HCPR |
| 12438 | 1307-1498 | H12716 | MOTOR CYCLE SKULL GRINDER      | HCPR |
| 12437 | 1307-1498 | H12718 | PARAPHERNALIA JUICY ROLL PAPER | HCPR |
| 12441 | 1307-1498 | H12720 | PARAPHERNALIA BRN CONTAINER    | HCPR |
| 12457 | 1308-0502 | H12761 | MARIJUANA                      | HCPR |
| 12458 | 1308-0502 | H12762 | PARAPHERNALIA                  | HCPR |
| 12459 | 1308-0502 | H12763 | WHITE CRYSTAL                  | HCPR |
| 12460 | 1308-0502 | H12764 | SUNGLASS CASE                  | HCPR |
| 12520 | 1308-0502 | H12781 | BLK DGK HAT, WHITE TOWEL       | HCPR |
| 12516 | 1308-0784 | H12788 | GLASS METH PIPE                | HCPR |
| 12514 | 1308-0784 | H12785 | WALLET PARAPHERNALIA           | HCPR |
| 12515 | 1308-0784 | H12786 | BUBBLE WRAP PARAPHERNALIA      | HCPR |
| 12652 | 1308-1041 | H12885 | BAGGIE WITH CRYSTAL            | HCPR |
| 12636 | 1309-0250 | H12893 | METH                           | HCPR |
| 23491 | 1309-0907 | H12957 | MARIJUANA                      | HCPR |
| 12700 | 1309-0907 | H12956 | PIPE                           | HCPR |
| 12703 | 1309-0943 | H12955 | CONTAINER WITH METH            | HCPR |
| 12702 | 1309-0943 | H12954 | FORGED SSN CARD                | HCPR |
| 12701 | 1309-0943 | H12953 | FORGED ID CARD                 | HCPR |
| 12677 | 1310-0150 | H12998 | PIPE                           | HCPR |
| 12676 | 1310-0267 | H13003 | PIPE                           | HCPR |
| 12675 | 1310-0267 | H13002 | MARIJUANA                      | HCPR |
| 12786 | 1310-0310 | H13007 | PERCRIPT DRUG                  | HCPR |
| 12906 | 1311-0060 | H13089 | MARIJUANA                      | HCPR |
| 12907 | 1311-0060 | H13089 | MARIJUANA                      | HCPR |
| 12911 | 1311-0091 | H13090 | SPICE                          | HCPR |
| 12912 | 1311-0109 | H13109 | PARAPHERNALIA                  | HCPR |
| 12920 | 1311-0166 | H13198 | MARIJUANA                      | HCPR |
| 12921 | 1311-0166 | H13197 | PARAPHERNALIA                  | HCPR |
| 12922 | 1311-0166 | H13196 | PARAPHERNALIA                  | HCPR |
| 12923 | 1311-0166 | H13199 | PARAPHERNALIA                  | HCPR |
| 12924 | 1311-0166 | H13200 | PARAPHERNALIA                  | HCPR |
| 16228 | 1311-0286 | H13214 | PARAPHERNALIA                  | HCPR |
| 13021 | 1311-0928 | H13247 | PARAPHERNALIA                  | HCPR |
| 13100 | 1312-0357 | H13300 | METH                           | HCPR |
| 13102 | 1312-0389 | H13316 | PARAPHERNALIA                  | HCPR |
| 13101 | 1312-0389 | H13315 | RX STRIP                       | HCPR |
| 13678 | 1312-0677 | H13352 | RX PILLS                       | HCPR |
| 13666 | 1312-0690 | H13342 | DRUGS                          | HCPR |
| 13664 | 1312-0729 | H13346 | MARIJUANA                      | HCPR |
| 13665 | 1312-0729 | H13347 | PARAPHERNALIA                  | HCPR |
| 16176 | 1312-0757 | H13349 | DRUG                           | HCPR |
| 13687 | 1312-0893 | H13356 | METH                           | HCPR |
| 13688 | 1312-0893 | H13357 | PARAPHERNALIA                  | HCPR |

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| 13689 | 1312-0893 | H13358 | PARAPHERNALIA            | HCPR |
| 13690 | 1312-0893 | H13358 | PARAPHERNALIA            | HCPR |
| 13681 | 1312-0918 | H13353 | MARIJUANA                | HCPR |
| 13960 | 1402-0962 | H13487 | HOLD PER COUNTY ATTORNEY | HCPR |
| 13963 | 1402-1382 | H13509 | MARIJUANA                | HCPR |
| 13964 | 1402-1382 | H13510 | PARAPHERNALIA            | HCPR |
| 14116 | 1403-0844 | H13649 | PARAPHERNALIA            | HCPR |
| 14332 | 1403-1679 | H13711 | HALUCINOGENS             | HCPR |
| 23255 | 1405-0162 | H21934 | 33 CENTS                 | HCPR |
| 14729 | 1407-0143 | H13948 | PARAPHERNALIA            | HCPR |
| 14733 | 1407-0323 | H13981 | RX FENTANYL PATCH        | HCPR |
| 14734 | 1407-0323 | H13982 | RX PILLS                 | HCPR |
| 14715 | 1407-0341 | H13974 | DIRT/ROCKS               | HCPR |
| 14716 | 1407-0341 | H13972 | PARAPHERNALIA            | HCPR |
| 14714 | 1407-0341 | H13973 | PARAPHERNALIA            | HCPR |
| 14731 | 1407-0380 | H13976 | MARIJUANA                | HCPR |
| 14732 | 1407-0380 | H13977 | PARAPHERNALIA            | HCPR |
| 14793 | 1407-0574 | H14018 | BLOOD                    | HCPR |
| 14741 | 1407-0757 | H13993 | MARIJUANA                | HCPR |
| 14742 | 1407-0757 | H13994 | MEMORY CARD              | HCPR |
| 14794 | 1407-0809 | H13997 | PARAPHERNALIA            | HCPR |
| 14792 | 1407-1003 | H14014 | SPOON                    | HCPR |
| 14787 | 1407-1032 | H14011 | PARAPHERNALIA            | HCPR |
| 14788 | 1407-1032 | H14012 | PARAPHERNALIA            | HCPR |
| 14786 | 1407-1032 | H14010 | MARIJUANA                | HCPR |
| 14789 | 1407-1032 | H14013 | PARAPHERNALIA            | HCPR |
| 14797 | 1407-1130 | H14020 | PARAPHERNALIA            | HCPR |
| 14798 | 1407-1130 | H14019 | MARIJUANA                | HCPR |
| 14870 | 1407-1439 | H14057 | PARAPHERNALIA            | HCPR |
| 14883 | 1408-1020 | H14189 | RX DRUG                  | HCPR |
| 15206 | 1408-1081 | H14394 | MARIJUANA                | HCPR |
| 15207 | 1408-1081 | H14396 | PARAPHERNALIA            | HCPR |
| 15205 | 1408-1081 | H14395 | PARAPHERNALIA            | HCPR |
| 14951 | 1409-0574 | H14269 | MARIJUANA                | HCPR |
| 15062 | 1409-1183 | H14347 | PARAPHERNALIA            | HCPR |
| 15262 | 1411-0002 | H14460 | MARIJUANA                | HCPR |
| 15299 | 1411-1149 | H14551 | MARIJUANA                | HCPR |
| 15294 | 1411-1204 | H14553 | PARAPHERNALIA            | HCPR |
| 15295 | 1411-1204 | H14554 | PARAPHERNALIA            | HCPR |
| 15296 | 1411-1204 | H14555 | PARAPHERNALIA            | HCPR |
| 15297 | 1411-1204 | H14556 | PARAPHERNALIA            | HCPR |
| 15298 | 1411-1204 | H14557 | PARAPHERNALIA            | HCPR |
| 15300 | 1411-1204 | H14559 | DVD                      | HCPR |
| 15341 | 1412-0294 | H14597 | PARAPHERNALIA            | HCPR |
| 15337 | 1412-0347 | H14598 | TOBACCO                  | HCPR |
| 15348 | 1412-0434 | H14637 | DVD                      | HCPR |
| 15340 | 1412-0434 | H14623 | PARAPHERNALIA            | HCPR |
| 15355 | 1412-0622 | H14648 | PARAPHERNALIA            | HCPR |
| 15361 | 1412-0710 | H14665 | BOTTLE                   | HCPR |
| 15362 | 1412-0710 | H14667 | PARAPHERNALIA            | HCPR |
| 15363 | 1412-0710 | H14669 | DVD                      | HCPR |
| 15364 | 1412-0710 | H14662 | MARIJUANA                | HCPR |
| 15365 | 1412-0710 | H14663 | PARAPHERNALIA            | HCPR |
| 15409 | 1412-0814 | H14687 | PARAPHERNALIA            | HCPR |
| 15597 | 1501-0934 | H14862 | KNIFE                    | HCPR |
| 15936 | 1503-1024 | H15098 | MARIJUANA                | HCPR |
| 16066 | 1503-1087 | H15101 | RX DRUG                  | HCPR |
| 16055 | 1504-0519 | H15161 | PARAPHERNALIA            | HCPR |
| 16250 | 1505-1250 | H15306 | DOCUMENTS                | HCPR |
| 16240 | 1505-1250 | H15307 | DVD                      | HCPR |
| 16231 | 1505-1394 | H15320 | PARAPHERNALIA            | HCPR |
| 16241 | 1505-1394 | H15319 | HEROIN                   | HCPR |



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| 16318 | 1506-1148 | H15467 | MARIJUANA                      | HCPR |
| 16322 | 1506-1437 | H15491 | MARIJUANA                      | HCPR |
| 16323 | 1506-1437 | H15492 | PARAPHERNALIA                  | HCPR |
| 16498 | 1507-0051 | H15515 | TOBACCO                        | HCPR |
| 16540 | 1507-1352 | H15682 | PARAPHERNALIA                  | HCPR |
| 16561 | 1507-1482 | H15694 | PARAPHERNALIA                  | HCPR |
| 16565 | 1508-0192 | H15743 | PARAPHERNALIA                  | HCPR |
| 16641 | 1508-0629 | H15777 | PARAPHERNALIA                  | HCPR |
| 16802 | 1509-0748 | H15934 | MARIJUANA                      | HCPR |
| 16803 | 1509-0748 | H15935 | MARIJUANA                      | HCPR |
| 16823 | 1509-0903 | H15954 | COCAINE                        | HCPR |
| 16822 | 1509-0903 | H15949 | PARAPHERNALIA                  | HCPR |
| 16821 | 1509-0903 | H15951 | PARAPHERNALIA                  | HCPR |
| 16819 | 1509-0903 | H15950 | HEROIN NEEDLE                  | HCPR |
| 16824 | 1509-0903 | H15948 | PARAPHERNALIA                  | HCPR |
| 16820 | 1509-0903 | H15952 | PARAPHERNALIA                  | HCPR |
| 16818 | 1509-0903 | H15953 | PARAPHERNALIA                  | HCPR |
| 16789 | 1509-1224 | H15993 | BLOOD                          | HCPR |
| 16788 | 1509-1224 | H15992 | TOBACCO                        | HCPR |
| 16787 | 1509-1224 | H15991 | PARAPHERNALIA                  | HCPR |
| 16786 | 1509-1224 | H15990 | MARIJUANA                      | HCPR |
| 33668 | 1510-0218 | H16027 | \$4                            | HCPR |
| 16880 | 1510-1151 | H16115 | TOBACCO                        | HCPR |
| 16902 | 1510-1376 | H16244 | MARIJUANA                      | HCPR |
| 16903 | 1510-1376 | H16245 | PIPE                           | HCPR |
| 17331 | 1601-0301 | H16679 | DISNEY VISA                    | HCPR |
| 17344 | 1601-0301 | H16680 | BLACK CASE WITH THROW KNIFES   | HCPR |
| 17449 | 1601-0394 | H16744 | DVD CRIMINAL MISCHIEF          | HCPR |
| 17324 | 1601-0394 | H16693 | BLACK AND PURPLE KNIFE         | HCPR |
| 17436 | 1601-0770 | H16779 | GREY BLACK FOLDING KNUCKLE KNI | HCPR |
| 17652 | 1602-0277 | H16889 | HEROIN SYRINGES                | HCPR |
| 17657 | 1602-0483 | H16921 | FOLDING KNIFE GOAT MAN ON FRON | HCPR |
| 17717 | 1602-0817 | H16926 | KNIFE (DUI RELATED)            | HCPR |
| 17722 | 1602-0933 | H16955 | GLASS DRUG PIPE                | HCPR |
| 17736 | 1602-1187 | H16986 | 1 CIG                          | HCPR |
| 17920 | 1604-0114 | H17172 | PARAHERNALIA SYRINGES 2        | HCPR |
| 17919 | 1604-0114 | H17171 | SYRINGES                       | HCPR |
| 18018 | 1604-0740 | H17244 | E CIG AND BOX MARLBORO MENTHOL | HCPR |
| 18020 | 1604-0804 | H17258 | PARAPHERN ZIG PAPER, CIG BOX   | HCPR |
| 18021 | 1604-0804 | H17257 | MARIJUANA BAG AND BLUNT        | HCPR |
| 18071 | 1604-1281 | H17321 | PARAPHERNALIA DOLLAR BILL      | HCPR |
| 18237 | 1606-0122 | H17549 | MARIJUANA BAGGIE               | HCPR |
| 18238 | 1606-0122 | H17550 | TOBACCO WHITE GRAPE            | HCPR |
| 18624 | 1607-0226 | H17798 | SSN CARD FOR TIMOTHY ABNEY     | HCPR |
| 18623 | 1607-0226 | H17795 | CLEAR BOTTLE COLOGNE           | HCPR |
| 18625 | 1607-0226 | H17794 | BLK KEYCHAIN                   | HCPR |
| 18626 | 1607-0226 | H17796 | SLVR TWEEZRS                   | HCPR |
| 18632 | 1607-0226 | H17782 | POCKET KNIFE                   | HCPR |
| 18633 | 1607-0226 | H17788 | BLK FLASHLIGHT                 | HCPR |
| 18634 | 1607-0226 | H17781 | BRO LEATHER WALLET             | HCPR |
| 18635 | 1607-0226 | H17789 | BLK MESH NAPSACK               | HCPR |
| 18591 | 1607-0391 | H17824 | PARAPHERNALIA PEN PIPE ZIG PAP | HCPR |
| 18792 | 1608-0162 | H18009 | NORCO 2 PILL                   | HCPR |
| 18903 | 1608-0265 | H18074 | CD/DVD MAYNES                  | HCPR |
| 18825 | 1608-0265 | H18061 | DOXE-PIN LIQUID                | HCPR |
| 18902 | 1608-0265 | H18075 | CD/DVD INTEVIEW BATES          | HCPR |
| 18824 | 1608-0265 | H18060 | 1 PILL BOTTLE 6 NORCO 1BUSPRON | HCPR |
| 18839 | 1608-0686 | H18104 | PARAPHERNALIA TIN FOIL         | HCPR |
| 18869 | 1608-0724 | H18128 | BLK GRINDER                    | HCPR |
| 18870 | 1608-0724 | H18129 | 3 MARIJUANA PIPES              | HCPR |
| 18871 | 1608-0724 | H18130 | BHO PN DAB STICK               | HCPR |
| 18868 | 1608-0724 | H18127 | MARIJUANA                      | HCPR |

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| 18896 | 1608-0764 | H18131 | KNIFE                          | HCPR |
| 18961 | 1609-0280 | H18213 | RED CASE WITH METH NEEDLES     | HCPR |
| 19026 | 1609-1531 | H18302 | 3 E JUICE                      | HCPR |
| 19027 | 1609-1531 | H18303 | VAPE EQUIPMENT                 | HCPR |
| 19025 | 1609-1531 | H18304 | 2 VAPE TOPS                    | HCPR |
| 19024 | 1609-1531 | H18301 | ORANGE VAPE                    | HCPR |
| 19193 | 1610-0399 | H18313 | 1 PILL SUBOXONE                | HCPR |
| 19246 | 1610-0455 | H18327 | MARIJUANA PIPE                 | HCPR |
| 19247 | 1610-0455 | H18328 | MARLBORO EDGE CIGARETTE 9      | HCPR |
| 19244 | 1610-0830 | H18340 | PARAPHERN WITH METH IN IT      | HCPR |
| 19245 | 1610-0830 | H18341 | 3 KNIFE LIGHTER EMPTY          | HCPR |
| 19395 | 1610-1385 | H18400 | PARAPHERNALIA KNIFE            | HCPR |
| 19681 | 1612-0460 | H18553 | BUDS (MJ)                      | HCPR |
| 19683 | 1612-0500 | H18564 | TOBACCO ACCESSORIES            | HCPR |
| 19684 | 1612-0500 | H18565 | ROLLING PAPERS                 | HCPR |
| 19946 | 1701-0586 | H18774 | MARLBORO CIG 1                 | HCPR |
| 20022 | 1702-0140 | H18871 | CIGARETTES (3)                 | HCPR |
| 20042 | 1702-0271 | H18886 | MARLBORO CIGS (2)              | HCPR |
| 20043 | 1702-0271 | H18887 | BLK VAPE                       | HCPR |
| 20035 | 1702-0331 | H18908 | 2 GLASS PIPES                  | HCPR |
| 20075 | 1702-0331 | H18895 | BMW KEY - HOLD FOR OWNER       | HCPR |
| 20072 | 1702-0331 | H18904 | COCAINE                        | HCPR |
| 20071 | 1702-0331 | H18899 | TOBACCO                        | HCPR |
| 20070 | 1702-0331 | H18902 | MARIJUANA                      | HCPR |
| 20067 | 1702-0331 | H18897 | 17 ADDERALL                    | HCPR |
| 20080 | 1702-0331 | H18896 | PARAPHERNALIA (2) KNIFES       | HCPR |
| 20032 | 1702-0331 | H18910 | 7.5 MB2 PILLS IN CLEAR CONTAIN | HCPR |
| 20039 | 1702-0331 | H18916 | 2 BLUE BANDANA---SAFE KEEP     | HCPR |
| 20038 | 1702-0331 | H18915 | PARAPHERNALIA BAGGIE (1)       | HCPR |
| 20037 | 1702-0331 | H18912 | PARAPHERNALIA METAL SCRAPER    | HCPR |
| 20036 | 1702-0331 | H18913 | PARAPHERNALIA BOX TIPS         | HCPR |
| 20033 | 1702-0331 | H18911 | 2 WHITE PLIVA CLEAR CONTAINER  | HCPR |
| 20031 | 1702-0331 | H18914 | MARIJUANA STEMS IN BOTTLE      | HCPR |
| 20061 | 1702-0367 | H18922 | MARIJUANA                      | HCPR |
| 20059 | 1702-0553 | H18935 | PIPE                           | HCPR |
| 20058 | 1702-0553 | H18937 | CAMEL CIGARETTES               | HCPR |
| 20083 | 1702-0581 | H18943 | BLOOD URINE                    | HCPR |
| 20082 | 1702-0581 | H18944 | RAPE KIT                       | HCPR |
| 20740 | 1702-0581 | H19484 | (2) CD/DVD                     | HCPR |
| 20081 | 1702-0581 | H18940 | U QUICK KIT                    | HCPR |
| 20084 | 1702-0723 | H18945 | MARIJUANA                      | HCPR |
| 20182 | 1703-0082 | H19017 | MARIJUANA                      | HCPR |
| 20191 | 1703-0306 | H19048 | 2 SYRINGE PARAPHERNALIA        | HCPR |
| 20326 | 1703-1067 | H19152 | MJ PIPE                        | HCPR |
| 20327 | 1703-1067 | H19151 | MARIJUANA                      | HCPR |
| 20356 | 1704-0176 | H19192 | RSO BLUE DREAM MJ OIL          | HCPR |
| 20585 | 1704-0177 | H19386 | FLASH DRIVE                    | HCPR |
| 20357 | 1704-0177 | H19193 | BULLET WITH LACE               | HCPR |
| 20378 | 1704-0354 | H19205 | MARLBORO 100                   | HCPR |
| 20377 | 1704-0354 | H19204 | COPENHAGEN CHEW                | HCPR |
| 20372 | 1704-0610 | H19217 | GRINDER,POUCH,PIPE             | HCPR |
| 20375 | 1704-0617 | H19215 | MJ RAW IN SWEET BODY CONTAINER | HCPR |
| 20403 | 1704-0810 | H19231 | BLACK PIPE PARAPHERNALIA       | HCPR |
| 20416 | 1704-0932 | H19253 | MILWAUKEE RED KNIFE            | HCPR |
| 20417 | 1704-0932 | H19252 | BLK MTECH KNIFE                | HCPR |
| 20525 | 1705-0343 | H19334 | BAGGIES PARAPHERNALIA          | HCPR |
| 20524 | 1705-0343 | H19333 | NEEDLE PARAPHERNALIA           | HCPR |
| 20526 | 1705-0343 | H19335 | SPOON PARAPHERNALIA            | HCPR |
| 20565 | 1705-0460 | 32346  | BOTTLE WITH LIQUID             | HCPR |
| 20586 | 1705-0886 | H19380 | DRIVERS PRIVILEGE              | HCPR |
| 20606 | 1705-1064 | H19404 | E LEAF E CIG                   | HCPR |
| 20607 | 1705-1078 | H19405 | METH AND PARAPHER SYRINGE      | HCPR |

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| 20617 | 1705-1214 | H19413 | BROKEN PIPE                    | HCPR |
| 20615 | 1705-1214 | H19415 | SILVER GRINDER W/ RESIDUE      | HCPR |
| 20614 | 1705-1214 | H19416 | PLE BOTTLE RESIDUE             | HCPR |
| 20613 | 1705-1214 | H19412 | ALIEN PIPE GRN                 | HCPR |
| 20616 | 1705-1214 | H19414 | SCALE W/ RESIDUE               | HCPR |
| 20726 | 1705-1418 | H19480 | VOLCOM BACK PACK               | HCPR |
| 20728 | 1706-0101 | H19452 | TOBACCO IN BRN EYE GLASS CASE  | HCPR |
| 20803 | 1706-0284 | H19485 | PILLS UNKNOWN                  | HCPR |
| 20708 | 1706-0302 | H19483 | RAW MARIJUANA                  | HCPR |
| 20805 | 1706-0901 | H19607 | MARIJUANA CONTAINER            | HCPR |
| 20815 | 1706-1014 | H19609 | MARIJUANA                      | HCPR |
| 20872 | 1706-1394 | H19694 | I PHONE TURQ CASE              | HCPR |
| 20875 | 1707-0501 | H19707 | E CIG BLK VAPOR                | HCPR |
| 20899 | 1707-0646 | H19728 | E CIG                          | HCPR |
| 20893 | 1707-0648 | H19744 | HOUSE KEYS                     | HCPR |
| 20921 | 1707-1118 | H19784 | PIPE SAXAPHONE                 | HCPR |
| 20979 | 1708-0270 | H19856 | MARIJUANA PIP                  | HCPR |
| 21016 | 1708-0660 | H19900 | GLASS PIPE                     | HCPR |
| 21155 | 1708-0660 | H20282 | CD SEARCH WARRANT              | HCPR |
| 21021 | 1708-0806 | H19909 | COCAINE                        | HCPR |
| 21020 | 1708-0806 | H19908 | GRINDER SILVER                 | HCPR |
| 21023 | 1708-0806 | H19911 | WALLET PARAPHERNALIA           | HCPR |
| 21022 | 1708-0806 | H19910 | COCAINE PIPE PURPLE STRAW      | HCPR |
| 21019 | 1708-0806 | H19907 | MARIJUANA                      | HCPR |
| 21026 | 1708-0927 | H19932 | MARIJUANA                      | HCPR |
| 21038 | 1708-1177 | H19953 | SILVER RED POCLET KNIFE        | HCPR |
| 21044 | 1708-1283 | H19962 | GLASS BONG                     | HCPR |
| 21058 | 1709-0282 | H20026 | BLACK VAPE WITH JUICE          | HCPR |
| 21065 | 1709-0329 | H20029 | E CIG PURPLE                   | HCPR |
| 21066 | 1709-0329 | H20030 | 2 E JUICE                      | HCPR |
| 21067 | 1709-0350 | H20027 | MARIJUANA                      | HCPR |
| 21094 | 1709-0484 | H20053 | METH                           | HCPR |
| 21095 | 1709-0484 | H20051 | METH                           | HCPR |
| 21097 | 1709-0526 | H20057 | MARIJUANA                      | HCPR |
| 21098 | 1709-0547 | H20060 | (2) PIPE                       | HCPR |
| 21120 | 1709-0954 | H20102 | PURPE E CIG TIP                | HCPR |
| 21116 | 1709-1411 | H20128 | MARIJUANA                      | HCPR |
| 21114 | 1709-1411 | H20130 | E CIG                          | HCPR |
| 21115 | 1709-1411 | H20129 | AMMO PIPE                      | HCPR |
| 21117 | 1709-1411 | H20131 | 4 E JUICES                     | HCPR |
| 21126 | 1710-0316 | H20258 | CASH 683.00                    | HCPR |
| 21143 | 1710-0384 | H20260 | KEYS                           | HCPR |
| 21142 | 1710-0458 | H20247 | CIGARETTES                     | HCPR |
| 21144 | 1710-0475 | H20248 | BLACK MARLBORO 5               | HCPR |
| 21268 | 1711-0837 | H20412 | PIPE                           | HCPR |
| 21235 | 1711-0837 | H20411 | MARIJUANA                      | HCPR |
| 21267 | 1711-0837 | H20413 | NEWPORT                        | HCPR |
| 21276 | 1711-0959 | H20438 | E CIG, JUICE, CIG,TOBACCO      | HCPR |
| 21275 | 1711-1203 | H20475 | 5 DOLLAR                       | HCPR |
| 21286 | 1711-1286 | H20485 | MARIJUANA                      | HCPR |
| 21284 | 1712-0059 | H20489 | CRYSTAL METH IN BAG            | HCPR |
| 21312 | 1712-0526 | H20532 | GUMMY CONSUMABLE               | HCPR |
| 21322 | 1712-0717 | H20550 | MARIJUANA                      | HCPR |
| 21323 | 1712-0717 | H20551 | PARPHERNALIA YELL PIPE ,GRINDE | HCPR |
| 21372 | 1712-1085 | H20623 | MARIJUANA                      | HCPR |
| 21570 | 1801-1531 | H20837 | MARL CIG                       | HCPR |
| 21571 | 1801-1531 | H20833 | BUDS IN BAGGIE                 | HCPR |
| 21568 | 1801-1531 | H20835 | PIPE WITH SILV BAG             | HCPR |
| 21569 | 1801-1531 | H20834 | 2 CIG AND BUD IN CARTON        | HCPR |
| 21567 | 1801-1531 | H20836 | BOWL PIPE                      | HCPR |
| 21607 | 1802-0018 | H20881 | 1 GLASS PIPE                   | HCPR |
| 21657 | 1802-0519 | H20928 | MARIJUANA                      | HCPR |

|       |           |        |                               |      |
|-------|-----------|--------|-------------------------------|------|
| 21658 | 1802-0519 | H20929 | ORANGE PIPE                   | HCPR |
| 21656 | 1802-0570 | H20934 | MARIJUANA PIPE                | HCPR |
| 21665 | 1802-0913 | H20975 | VAPE JUICE                    | HCPR |
| 21666 | 1802-0913 | H20974 | VAPE RED BLK PROCOLOR         | HCPR |
| 21673 | 1802-1164 | H20998 | VAPE JUICE                    | HCPR |
| 22163 | 1802-1400 | H21021 | WHITE BALLOON                 | HCPR |
| 22162 | 1802-1400 | H21020 | WHITE POWDER                  | HCPR |
| 22088 | 1802-1626 | H21054 | 4 PILLS                       | HCPR |
| 22087 | 1802-1626 | H21053 | PEN STRAW PARA                | HCPR |
| 22086 | 1802-1626 | H21051 | FOIL                          | HCPR |
| 22045 | 1802-1626 | H21052 | URINE                         | HCPR |
| 22147 | 1803-0469 | H21100 | 2 BOTTLE E JUICE              | HCPR |
| 22148 | 1803-0469 | H21099 | YELLOW E CIG                  | HCPR |
| 22296 | 1803-0925 | H21170 | SMOK VAPE ORANGE              | HCPR |
| 22297 | 1803-0925 | H21171 | VPE JUICE                     | HCPR |
| 22341 | 1803-1008 | H21182 | VAPE SKULL PICS               | HCPR |
| 22576 | 1803-1484 | H21237 | MONEY 2.25                    | HCPR |
| 22621 | 1803-1618 | H21229 | 63.72 MONEY                   | HCPR |
| 22550 | 1804-0001 | H21255 | WHITE CRYSTALS METH           | HCPR |
| 22551 | 1804-0001 | H21256 | MARIJUANA                     | HCPR |
| 22552 | 1804-0001 | H21257 | PIPES PAPERS                  | HCPR |
| 22549 | 1804-0056 | H21263 | \$215.00 GRN MONEY            | HCPR |
| 22606 | 1804-0284 | H21275 | 3 VUSE E CIG                  | HCPR |
| 22543 | 1804-0307 | H21289 | PINAPPLE VAPE JUICE           | HCPR |
| 22607 | 1804-0504 | H21323 | METH                          | HCPR |
| 22608 | 1804-0504 | H21324 | PARAPHERNALIA                 | HCPR |
| 22612 | 1804-0739 | H21342 | E CIG VAPE                    | HCPR |
| 22613 | 1804-0739 | H21343 | BLUNT                         | HCPR |
| 22614 | 1804-0739 | H21344 | E JUICE                       | HCPR |
| 22680 | 1804-0920 | H21389 | DABS AND MARIJUANA            | HCPR |
| 22677 | 1804-0920 | H21386 | EDIBLES                       | HCPR |
| 22678 | 1804-0920 | H21388 | MARIJUANA                     | HCPR |
| 22676 | 1804-1095 | H21377 | GRINDER,WALLET PARAPHERNALLIA | HCPR |
| 22674 | 1804-1095 | H21376 | MARIJUANA                     | HCPR |
| 22692 | 1804-1221 | H21396 | TOBACCO AMERICAN SPIRIT       | HCPR |
| 22712 | 1804-1268 | H21424 | VAPE                          | HCPR |
| 22858 | 1805-0103 | H21448 | MARLBORO CIGS 6               | HCPR |
| 22877 | 1805-0262 | H21456 | E CIG VAPE                    | HCPR |
| 22764 | 1805-0262 | H21457 | E JUICE                       | HCPR |
| 22847 | 1805-0404 | H21483 | 750\$ CASH                    | HCPR |
| 22772 | 1805-0434 | H21486 | E CIG                         | HCPR |
| 22773 | 1805-0434 | H21485 | PARAPH- GRINDER, PIPES        | HCPR |
| 22873 | 1805-0437 | H21490 | 1 SYRINGE                     | HCPR |
| 22874 | 1805-0437 | H21488 | METH                          | HCPR |
| 22875 | 1805-0437 | H21489 | 2 SYRINGES                    | HCPR |
| 22876 | 1805-0437 | H21491 | KNIFE                         | HCPR |
| 22850 | 1805-0592 | H21502 | STRAW TOOTER                  | HCPR |
| 22851 | 1805-0592 | H21503 | SYRINGE 2                     | HCPR |
| 22852 | 1805-0592 | H21504 | POUCH                         | HCPR |
| 22849 | 1805-0592 | H21501 | CRYSTAL METH                  | HCPR |
| 22848 | 1805-0675 | H21513 | MARIJUANA                     | HCPR |
| 22869 | 1805-0700 | H21521 | TOBACCO AND JUICE             | HCPR |
| 22871 | 1805-0824 | H21540 | MARIJUANA BUDS                | HCPR |
| 22878 | 1805-0862 | H21549 | VAPE JUICE                    | HCPR |
| 22879 | 1805-0862 | H21550 | PARAPH-PURPLE VAPE            | HCPR |
| 22901 | 1805-1160 | H21562 | PRESCRIPTION                  | HCPR |
| 22890 | 1805-1203 | H21570 | TISSUE                        | HCPR |
| 22888 | 1805-1203 | H21571 | PIPE                          | HCPR |
| 22889 | 1805-1203 | H21569 | METH                          | HCPR |
| 22893 | 1805-1232 | H21568 | MARIJUANA                     | HCPR |
| 22910 | 1805-1585 | H21599 | MARIJUANA                     | HCPR |
| 22911 | 1805-1585 | H21598 | GLASS PIPE                    | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 22912 | 1805-1585 | H21600 | TOBACCO                        | HCPR |
| 22913 | 1805-1585 | H21603 | GLASS PIPE ORANGE TAPE         | HCPR |
| 22914 | 1805-1585 | H21602 | GREEN LEAFY                    | HCPR |
| 22915 | 1805-1585 | H21601 | GREEN LEAFY                    | HCPR |
| 23030 | 1806-0071 | H21635 | 5 DOLLAR BILL                  | HCPR |
| 23004 | 1806-0213 | H21618 | HEROIN                         | HCPR |
| 23031 | 1806-0326 | H21628 | METH                           | HCPR |
| 23034 | 1806-0349 | H21631 | BROKEN SYRINGE                 | HCPR |
| 23076 | 1806-0373 | H21634 | 3 AMPHETAMINE ORANGE CAPSUL    | HCPR |
| 23074 | 1806-0373 | H21633 | 2 AMPHETAMINE                  | HCPR |
| 23070 | 1806-0462 | H21663 | PERScription PAD               | HCPR |
| 23069 | 1806-0462 | H21665 | 6 BOTTLES                      | HCPR |
| 23066 | 1806-0462 | H21666 | PIPES AND CAP                  | HCPR |
| 23067 | 1806-0462 | H21661 | SCALE                          | HCPR |
| 23061 | 1806-0462 | H21664 | 12 PILLS                       | HCPR |
| 23065 | 1806-0462 | H21659 | GLASS PIPE PARAPHERNALIA       | HCPR |
| 23064 | 1806-0462 | H21657 | HEROIN BRN RESIDUE             | HCPR |
| 23062 | 1806-0462 | H21667 | PERScription DOCUMENT          | HCPR |
| 23063 | 1806-0462 | H21658 | CRYSTAL METH                   | HCPR |
| 23068 | 1806-0462 | H21660 | POUCH,TWEEZE,FOIL PARAPHERNALI | HCPR |
| 23072 | 1806-0596 | H21676 | 24 TOBACCO                     | HCPR |
| 23073 | 1806-0596 | H21675 | PARAPHERNALIA RED STRAW        | HCPR |
| 23080 | 1806-0645 | H21697 | PINK VAPE JUICE                | HCPR |
| 23083 | 1806-0857 | H21713 | 2 RED CAPSULS LYRICA           | HCPR |
| 23121 | 1806-0960 | H21730 | BAGGIES                        | HCPR |
| 23120 | 1806-0960 | H21729 | SCALE                          | HCPR |
| 23126 | 1806-0984 | H21717 | MARIJUANA                      | HCPR |
| 23127 | 1806-0984 | H21716 | DRUG PERScription              | HCPR |
| 23128 | 1806-0984 | H21718 | 3 PIPES                        | HCPR |
| 23117 | 1806-1119 | H21731 | MARIJUANA                      | HCPR |
| 23116 | 1806-1119 | H21732 | 2 PIPES                        | HCPR |
| 23118 | 1806-1164 | H21735 | MARIJUANA DABS                 | HCPR |
| 23140 | 1806-1448 | H21766 | CIGARETTE                      | HCPR |
| 23141 | 1806-1452 | H21768 | MARIJUANA                      | HCPR |
| 23160 | 1806-1581 | H21779 | CHARGER AND HOTSPOT            | HCPR |
| 23511 | 1806-1581 | H22050 | FINGERPRINTS                   | HCPR |
| 23163 | 1806-1581 | H21780 | E CIG VAPE PEN                 | HCPR |
| 23161 | 1806-1581 | H21794 | GREY HAIR COMB                 | HCPR |
| 23159 | 1806-1581 | H21790 | DEODORANT,MAKEUP,Q TIP         | HCPR |
| 23150 | 1806-1581 | H21791 | TWO BLUE FLASHLIGHT            | HCPR |
| 23157 | 1806-1581 | H21781 | YELLOW BLACK GLOVE             | HCPR |
| 23155 | 1806-1581 | H21786 | BLK ELECTRIC TAPE              | HCPR |
| 23154 | 1806-1581 | H21792 | TWO PAIR SUNGLASSES            | HCPR |
| 23153 | 1806-1581 | H21777 | TASCO BINOCULARS               | HCPR |
| 23151 | 1806-1581 | H21788 | CAR VACUUM                     | HCPR |
| 23144 | 1806-1581 | H21784 | OVER COUNTER ALLERGY MED       | HCPR |
| 23143 | 1806-1581 | H21783 | 11 TYLENOL PM                  | HCPR |
| 23158 | 1806-1581 | H21789 | HANDWARMERS                    | HCPR |
| 23208 | 1807-0554 | H21850 | MARIJUANA                      | HCPR |
| 23209 | 1807-0554 | H21857 | GREY HOUSE GATE KEY FOB        | HCPR |
| 23211 | 1807-0554 | H21851 | 2 BLUE ALPRAZOLAM              | HCPR |
| 23206 | 1807-0579 | H21853 | GLASS PIPE                     | HCPR |
| 23207 | 1807-0579 | H21854 | MARIJUANA                      | HCPR |
| 23222 | 1807-0835 | H21873 | DABS                           | HCPR |
| 23218 | 1807-0835 | H21869 | E JUICE                        | HCPR |
| 23220 | 1807-0835 | H21871 | MARIJUANA                      | HCPR |
| 23219 | 1807-0835 | H21870 | CIGARETTES                     | HCPR |
| 23221 | 1807-0835 | H21872 | GRINDER                        | HCPR |
| 23217 | 1807-0835 | H21868 | GRINDER                        | HCPR |
| 23216 | 1807-0835 | H21867 | GLASS PIPE                     | HCPR |
| 23229 | 1807-1220 | H21907 | PIPE                           | HCPR |
| 23239 | 1807-1402 | H21911 | METH                           | HCPR |



|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 23253 | 1807-1511 | H21931 | 1.18 LOOSE CHANGE FROM BACK PA | HCPR |
| 23241 | 1807-1604 | H21929 | MARIJUANA                      | HCPR |
| 23256 | 1807-1683 | H21935 | 98 CENTS FOUND PROPERTY        | HCPR |
| 23264 | 1808-0118 | H21946 | MONEY 20.00\$                  | HCPR |
| 23263 | 1808-0120 | H21944 | PARAPHERNALIA                  | HCPR |
| 23487 | 1808-0214 | H22049 | PARA- SPOON                    | HCPR |
| 23266 | 1808-0340 | H21955 | SNOW WOLF E CIG VAPE           | HCPR |
| 23268 | 1808-0340 | H21957 | NICOTINE POUCHES               | HCPR |
| 23267 | 1808-0340 | H21956 | 2 E JUICE                      | HCPR |
| 23269 | 1808-0355 | H21959 | MARIJUANA                      | HCPR |
| 23270 | 1808-0355 | H21960 | CLEAR CONTAINER                | HCPR |
| 23354 | 1808-0520 | H22003 | TOBACCO MARLBORO 2 CIG         | HCPR |
| 23351 | 1808-0677 | H22026 | E CIG                          | HCPR |
| 23352 | 1808-0677 | H22024 | PARAPHERNALIA                  | HCPR |
| 23350 | 1808-0677 | H22027 | E JUICE                        | HCPR |
| 23349 | 1808-0677 | H22025 | PARAPHERNALIA                  | HCPR |
| 23348 | 1808-0677 | H22028 | MARIJUANA                      | HCPR |
| 23353 | 1808-0677 | H22023 | MARIJUANA                      | HCPR |
| 23364 | 1808-0721 | H22034 | MARIJUANA                      | HCPR |
| 23365 | 1808-0721 | H22032 | 7 VAPE LIQUID BOTTLES          | HCPR |
| 23366 | 1808-0721 | H22031 | VAPE AND 1 EMPTY JUICE         | HCPR |
| 23367 | 1808-0721 | H22036 | VAPE                           | HCPR |
| 23368 | 1808-0721 | H22033 | MARLBORO CIG                   | HCPR |
| 23373 | 1808-0792 | H22039 | BROKEN METH PIPE               | HCPR |
| 23371 | 1808-0820 | H22043 | APRAZOLAM 27 GREEN             | HCPR |
| 23438 | 1808-0900 | H22045 | MARIJUANA                      | HCPR |
| 23434 | 1808-0900 | H22046 | PIPE, CONTAINERS WITH RESIDUE  | HCPR |
| 23486 | 1808-1281 | H22094 | VUSE E CIG                     | HCPR |
| 23489 | 1808-1422 | H22104 | ELEPHANT PIPE                  | HCPR |
| 23409 | 1808-1430 | H22105 | 6 VAPE                         | HCPR |
| 23431 | 1808-1510 | H22134 | PARA- 2 CONTAINERS             | HCPR |
| 23432 | 1808-1510 | H22136 | BONG                           | HCPR |
| 23433 | 1808-1510 | H22138 | FRAUD TOOL (MAGNET)            | HCPR |
| 23429 | 1808-1510 | H22133 | METH                           | HCPR |
| 23449 | 1808-1510 | H22137 | PINK STUN GUN                  | HCPR |
| 23453 | 1808-1510 | H22140 | CLEANING SUPPLIES              | HCPR |
| 23430 | 1808-1510 | H22135 | PARA METH PIPE                 | HCPR |
| 23471 | 1808-1510 | H22198 | DVD SURVEILLANCE               | HCPR |
| 23497 | 1808-1597 | H22146 | KNIFE CRAKT                    | HCPR |
| 23413 | 1808-1597 | H22143 | 1 WHITE SOMA                   | HCPR |
| 23424 | 1808-1597 | H22147 | SILV COIN BAG ITEM INSIDE      | HCPR |
| 23425 | 1808-1597 | H22145 | 1 XANAX                        | HCPR |
| 23462 | 1808-1597 | H22223 | DVD SURVEILLANCE               | HCPR |
| 23427 | 1808-1597 | H22142 | 3 PURPLE MORPHINE PILL         | HCPR |
| 23426 | 1808-1597 | H22144 | 1.5 ORANGE ADDDERALL           | HCPR |
| 23501 | 1808-1702 | H22177 | MARIJUANA                      | HCPR |
| 23439 | 1809-0117 | H22170 | PINK VAPE                      | HCPR |
| 23503 | 1809-0218 | H22179 | SLIMVANCE CAPSULE              | HCPR |
| 23502 | 1809-0218 | H22180 | PERFORMIX CAPSULE              | HCPR |
| 23522 | 1809-0218 | H22178 | ESSETIAL OIL                   | HCPR |
| 23458 | 1809-0218 | H22181 | 90 CASH                        | HCPR |
| 23472 | 1809-0324 | H22199 | MARIJUANA                      | HCPR |
| 23470 | 1809-0459 | H22230 | CIGARETTE                      | HCPR |
| 23499 | 1809-0495 | H22233 | 1 PACK MARLBORO                | HCPR |
| 23498 | 1809-0501 | H22235 | CLEAR BAGS PARA                | HCPR |
| 23515 | 1809-0718 | H22251 | EMPTY TUSSIN BOTTLE            | HCPR |
| 23547 | 1809-0926 | H22282 | FLASK                          | HCPR |
| 23576 | 1809-0943 | H22298 | GRINDER,JARS,PIPES,BAGGIE      | HCPR |
| 23574 | 1809-1183 | H22287 | 2 VAPES AND VAPE TIP           | HCPR |
| 23575 | 1809-1183 | H22288 | VAPE JUICE, BLK BOD MAN CONT   | HCPR |
| 23652 | 1809-1512 | H22330 | MARIJUANA                      | HCPR |
| 23651 | 1809-1545 | H22334 | CLEAR CRYSTALS - METH          | HCPR |

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|-------|-----------|--------|--------------------------------|------|
| 23665 | 1810-0065 | H22342 | PIPE PARAPHERNALIA             | HCPR |
| 23673 | 1810-0177 | H22347 | METH                           | HCPR |
| 23678 | 1810-0250 | H22350 | UTAH DL                        | HCPR |
| 23681 | 1810-0355 | H22361 | VAPE CASE                      | HCPR |
| 23679 | 1810-0473 | H22367 | BLUE GLASS PIPE                | HCPR |
| 23680 | 1810-0473 | H22366 | MARIJUANA                      | HCPR |
| 23691 | 1810-0496 | H22375 | 3 BAGS OF SYRINGES             | HCPR |
| 23692 | 1810-0496 | H22376 | 10 LOOSE SYRINGES 1 PICK       | HCPR |
| 23693 | 1810-0496 | H22371 | 2 BINDLES                      | HCPR |
| 23694 | 1810-0496 | H22372 | 18 SUBOXONE                    | HCPR |
| 23695 | 1810-0496 | H22373 | PARA- SPOON, FOIL,TOOTERS,SWAB | HCPR |
| 23696 | 1810-0496 | H22374 | PARA- 2 GRINDER, 1 PIPE        | HCPR |
| 23682 | 1810-0575 | H22382 | BLUE SMOK VAPE                 | HCPR |
| 23700 | 1810-0793 | H22418 | MULTI E CIG                    | HCPR |
| 23707 | 1810-0897 | H22438 | BLK HEROIN                     | HCPR |
| 23714 | 1810-1019 | H22441 | GRN LEAFY MARIJUANA            | HCPR |
| 23715 | 1810-1044 | H22445 | MARIJUANA PIPE                 | HCPR |
| 23755 | 1810-1239 | H22486 | VAPE,JUICES,PODS               | HCPR |
| 23753 | 1810-1239 | H22484 | GLASS PIPE                     | HCPR |
| 23752 | 1810-1239 | H22483 | GREEN MARIJUANA                | HCPR |
| 23754 | 1810-1239 | H22485 | 2 CIGARS                       | HCPR |
| 23768 | 1811-0400 | H22512 | GRN YELLOW VAPE                | HCPR |
| 23769 | 1811-0400 | H22513 | 2 BLUE E CIG                   | HCPR |
| 23770 | 1811-0400 | H22511 | VAPE JUICE IN TIP OF VAPE      | HCPR |
| 23775 | 1811-0650 | H22541 | MARIJUANA                      | HCPR |
| 23797 | 1811-1049 | H22566 | E CIG TIP                      | HCPR |
| 23798 | 1811-1049 | H22565 | MARIJUANA                      | HCPR |
| 23799 | 1811-1049 | H22567 | CIGAR                          | HCPR |
| 23801 | 1811-1078 | H22574 | 1 QUARTER                      | HCPR |
| 23991 | 1811-1135 | H22630 | PURSE BLACK                    | HCPR |
| 23992 | 1811-1135 | H22711 | 7 CENTS                        | HCPR |
| 23908 | 1811-1147 | H22586 | ID CARD                        | HCPR |
| 23811 | 1811-1202 | H22590 | RED WHITE GUMMY EDIBLE THC     | HCPR |
| 23807 | 1812-0029 | H22593 | MARLBORO TOBACCO               | HCPR |
| 23926 | 1812-0221 | H22623 | ONE DOLLAR BILL                | HCPR |
| 23973 | 1812-0421 | H22664 | UT DL                          | HCPR |
| 23966 | 1812-0452 | H22662 | VAPE TANK                      | HCPR |
| 23974 | 1812-0580 | H22679 | GLASS PIPE                     | HCPR |
| 24024 | 1812-0721 | H22771 | 200.00\$ CASH                  | HCPR |
| 24025 | 1812-0721 | H22751 | 32.00\$ CASH                   | HCPR |
| 24022 | 1812-0921 | H22772 | MARIJUANA BROWNIE              | HCPR |
| 24023 | 1812-0945 | H22784 | CASH 53.00\$                   | HCPR |
| 24095 | 1901-0182 | H22811 | MARIJUANA                      | HCPR |
| 24125 | 1901-0182 | H22812 | PARA- BLK CONTAINER            | HCPR |
| 24144 | 1901-0491 | H22910 | JUUL                           | HCPR |
| 24132 | 1901-0502 | H22855 | 2 PIPES CLEAR                  | HCPR |
| 24133 | 1901-0502 | H22854 | SILVER SOCKET PIPE             | HCPR |
| 24158 | 1901-0594 | H22890 | PIPE AND PICK PARA             | HCPR |
| 24164 | 1901-0594 | H22911 | 2 BONGS                        | HCPR |
| 24163 | 1901-0594 | H22948 | 2 VISA 2 PLAYLIST              | HCPR |
| 24162 | 1901-0594 | H22949 | CHARGERS                       | HCPR |
| 24161 | 1901-0594 | H22943 | PIPES IN PIECES                | HCPR |
| 24160 | 1901-0594 | H22941 | GLASS PIPE                     | HCPR |
| 24159 | 1901-0594 | H22939 | GLASS PIPE                     | HCPR |
| 24157 | 1901-0594 | H22891 | 1 DOLLAR WITH RES PARA         | HCPR |
| 24130 | 1901-0594 | H22895 | \$10- 1 TEN DOLLAR BILL        | HCPR |
| 24155 | 1901-0594 | H22889 | KEYS FORD FUSION               | HCPR |
| 24146 | 1901-0594 | H22946 | .17 CENTS                      | HCPR |
| 24145 | 1901-0594 | H22952 | SCALE PARAPHERNALIA            | HCPR |
| 24131 | 1901-0594 | H22894 | BLUE HERSCHEL BI FOLD          | HCPR |
| 24156 | 1901-0594 | H22888 | TOYOTA                         | HCPR |
| 24141 | 1901-0761 | H22957 | OIL                            | HCPR |

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|-------|-----------|--------|-------------------------------|------|
| 24140 | 1901-0761 | H22958 | RED GOLD SMOK VAPE            | HCPR |
| 24135 | 1901-0763 | H22959 | METH                          | HCPR |
| 24227 | 1901-0805 | H22961 | MARIJUANA                     | HCPR |
| 24209 | 1901-0805 | H22968 | BLK SHORTS                    | HCPR |
| 24228 | 1901-0805 | H22962 | PARA SILVER SOCKET            | HCPR |
| 24210 | 1901-0805 | H22967 | WHITE VAN SHOES               | HCPR |
| 24172 | 1901-0853 | H22969 | 3 SYRINGE                     | HCPR |
| 24165 | 1901-0918 | H22977 | KIEF PIPE                     | HCPR |
| 24167 | 1901-0918 | H22978 | 2 E CIG JUUL CARTRIDGE        | HCPR |
| 24166 | 1901-0918 | H22976 | 2 E CIG CART                  | HCPR |
| 24226 | 1901-1297 | H23014 | 3 JUUL CART W JUICE           | HCPR |
| 24225 | 1901-1297 | H23013 | JUUL BLK                      | HCPR |
| 24263 | 1902-0610 | H23090 | GLASS METH PIPE               | HCPR |
| 24272 | 1902-0635 | H23093 | VAPE JUICE                    | HCPR |
| 24273 | 1902-0635 | H23094 | SMOK MULTI COLOR VAPE         | HCPR |
| 24350 | 1902-1044 | H23176 | PINK BONG AND VAPE PARA       | HCPR |
| 24327 | 1903-0083 | H23147 | JUUL E CIG                    | HCPR |
| 24325 | 1903-0083 | H23146 | MARIJUANA OIL                 | HCPR |
| 24326 | 1903-0083 | H23148 | JUUL                          | HCPR |
| 24328 | 1903-0110 | H23150 | 3 E CIG, 4 E JUICE CONTAINERS | HCPR |
| 24329 | 1903-0151 | H23155 | MULTIPLE PILLS                | HCPR |
| 24359 | 1903-0277 | H23190 | CIGARRETE TOBACCO             | HCPR |
| 24357 | 1903-0346 | H23183 | PIPE WITH RESIDUE             | HCPR |
| 24358 | 1903-0480 | H23189 | METH -- FOUND PROPERTY        | HCPR |
| 24360 | 1903-0506 | H23191 | METH PIPE                     | HCPR |
| 24408 | 1903-1062 | H23253 | MARIJUANA                     | HCPR |
| 24409 | 1903-1062 | H23256 | MARIJUANA                     | HCPR |
| 24410 | 1903-1062 | H23252 | MARIJUANA                     | HCPR |
| 24411 | 1903-1062 | H23254 | METH                          | HCPR |
| 24412 | 1903-1062 | H23251 | PARAPHERNALIA PIPE            | HCPR |
| 24415 | 1903-1062 | H23255 | MULTI PARA-SCALE,PIPE,BAGGIES | HCPR |
| 24448 | 1903-1095 | H23261 | 7 ALPRAZOLAM                  | HCPR |
| 24449 | 1903-1095 | H23262 | HEROIN                        | HCPR |
| 24447 | 1903-1095 | H23264 | SYRINGE 1                     | HCPR |
| 24446 | 1903-1122 | H23259 | CIGGARETTES 13                | HCPR |
| 24460 | 1903-1276 | H23297 | VAPE E-CIG                    | HCPR |
| 24461 | 1903-1276 | H23296 | ELITE VAPE JUICE              | HCPR |
| 24477 | 1903-1340 | H23284 | 2 BLACK CASE                  | HCPR |
| 24476 | 1903-1340 | H23293 | MAKE SHIFT BONG WATER BOTTLE  | HCPR |
| 24474 | 1903-1340 | H23286 | PARAPHERNALIA CASE            | HCPR |
| 24473 | 1903-1340 | H23287 | PARAPHERNALIA BOTTLE          | HCPR |
| 24471 | 1903-1340 | H23294 | BAG- PARAPHERNALIA            | HCPR |
| 24472 | 1903-1340 | H23288 | PARA CROWN ROYAL BAG          | HCPR |
| 24469 | 1903-1340 | H23295 | PARA- HEMOSTATS               | HCPR |
| 24468 | 1903-1340 | H23290 | MARIJUANA SEED                | HCPR |
| 24467 | 1903-1340 | H23291 | MARIJUANA                     | HCPR |
| 24466 | 1903-1340 | H23283 | PIPE                          | HCPR |
| 24465 | 1903-1340 | H23289 | 3 THC CARTRIDGE               | HCPR |
| 24470 | 1903-1340 | H23282 | PIPE                          | HCPR |
| 24475 | 1903-1340 | H23292 | MARIJUANA RAW                 | HCPR |
| 24482 | 1904-0050 | H23318 | VAPE DAB POD                  | HCPR |
| 24568 | 1904-0099 | H23328 | GAS PUMP                      | HCPR |
| 24565 | 1904-0099 | H23324 | MULTIPLE BAGGIES              | HCPR |
| 24564 | 1904-0099 | H23326 | MARIJUANA                     | HCPR |
| 24566 | 1904-0099 | H23325 | METH IN BLUE TWIST            | HCPR |
| 24570 | 1904-0099 | H23327 | 2 SET BOLT CUTTER RED/GREY    | HCPR |
| 24571 | 1904-0099 | H23322 | PARA BLUE METH PIPE           | HCPR |
| 24548 | 1904-0099 | H23330 | PARA-FOILS,STRAW PIPE         | HCPR |
| 24569 | 1904-0099 | H23329 | SLIM JIM BURG TOOL            | HCPR |
| 24567 | 1904-0099 | H23323 | METH IN CLEAR PIPE            | HCPR |
| 24551 | 1904-0220 | H23336 | 1 FOIL HEROIN RESIDUE         | HCPR |
| 24552 | 1904-0220 | H23334 | 12 TIN FOIL HEROIN            | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 24549 | 1904-0220 | H23337 | 2 HEROIN SYRING                | HCPR |
| 24553 | 1904-0220 | H23335 | PARA-SYRING,STRAWES,PICKS      | HCPR |
| 24550 | 1904-0220 | H23338 | MARIJUANA                      | HCPR |
| 24573 | 1904-0473 | H23375 | PARA- POUCH WITH PIPE          | HCPR |
| 24574 | 1904-0473 | H23374 | METH                           | HCPR |
| 24575 | 1904-0473 | H23373 | METH                           | HCPR |
| 24576 | 1904-0473 | H23371 | 1 BAGGY 1 PIPE                 | HCPR |
| 24577 | 1904-0473 | H23369 | SUBOXONE                       | HCPR |
| 24664 | 1904-0817 | H23418 | MARIJUANA JOINT                | HCPR |
| 24665 | 1904-0848 | H23424 | PURPLE CONTAINER PARAPHERNALIA | HCPR |
| 24663 | 1904-0883 | H23431 | PILL CONTAINER                 | HCPR |
| 24683 | 1904-1051 | H23471 | DAZE VAPE JUICE                | HCPR |
| 24746 | 1904-1168 | H23490 | 10.00                          | HCPR |
| 24741 | 1904-1274 | H23509 | PLASTIC BAGS                   | HCPR |
| 24742 | 1904-1274 | H23508 | MARIJUANA                      | HCPR |
| 24784 | 1905-0115 | H23544 | BURNT FOIL                     | HCPR |
| 24785 | 1905-0115 | H23543 | 3 TOOTER                       | HCPR |
| 24821 | 1905-0281 | H23575 | E CIG JUUL                     | HCPR |
| 24829 | 1905-0315 | H23576 | PARA- PIPE, GRINDER            | HCPR |
| 24830 | 1905-0315 | H23577 | SUORIN E CIG CART              | HCPR |
| 24831 | 1905-0329 | H23578 | TOBACCO PRODUCTS E CIGS        | HCPR |
| 24854 | 1905-0678 | H23591 | PARAPHERNALIA MJ TOOLS         | HCPR |
| 24908 | 1905-1488 | H23659 | PIPE                           | HCPR |
| 24910 | 1905-1550 | H23666 | METH PARAPHERNALIA             | HCPR |
| 24911 | 1905-1550 | H23667 | MARIJUANA PARAPHERNALIA        | HCPR |
| 24912 | 1905-1550 | H23665 | THC VAPE CARTRIDGE             | HCPR |
| 24914 | 1905-1562 | H23662 | THC VAPE CARTRIDGE JUICE       | HCPR |
| 24909 | 1905-1562 | H23664 | E CIG                          | HCPR |
| 24913 | 1905-1562 | H23663 | MARIJUANA                      | HCPR |
| 24924 | 1906-0289 | H23692 | THC CARTRIDGE                  | HCPR |
| 24928 | 1906-0354 | H23687 | VAPE JUICE                     | HCPR |
| 24929 | 1906-0354 | H23689 | SUORIN VAPE JUICE              | HCPR |
| 24930 | 1906-0354 | H23688 | JUUL MINT                      | HCPR |
| 24926 | 1906-0425 | H23695 | YEL PIPE                       | HCPR |
| 24927 | 1906-0425 | H23694 | MARIJUANA                      | HCPR |
| 24922 | 1906-0445 | H23698 | PIPE                           | HCPR |
| 24933 | 1906-0474 | H23705 | MARIJUANA IN BLK CONT          | HCPR |
| 24934 | 1906-0474 | H23702 | E JUICE AIR FACT SALT          | HCPR |
| 24932 | 1906-0474 | H23703 | E CIG JUUL PODS                | HCPR |
| 24931 | 1906-0474 | H23704 | PIPE/HOLDER PARAPHERNALIA      | HCPR |
| 24995 | 1906-0909 | H23735 | 2 JUUL PODS                    | HCPR |
| 25014 | 1906-0909 | H23734 | URINE                          | HCPR |
| 24948 | 1906-0909 | H23734 | URINE                          | HCPR |
| 24994 | 1906-0909 | H23736 | 3 JUUL PODS                    | HCPR |
| 24997 | 1906-0915 | H23739 | E CIG & JUICE                  | HCPR |
| 24998 | 1906-0935 | H23738 | FAKE LICENSE PLATE             | HCPR |
| 24999 | 1906-0967 | H23740 | BLUE BONG                      | HCPR |
| 24996 | 1906-1086 | H23745 | MARIJUANA BLUNT                | HCPR |
| 25012 | 1906-1315 | H23782 | VAPE PEN                       | HCPR |
| 25007 | 1906-1365 | H23785 | E CIG TIP                      | HCPR |
| 25008 | 1906-1365 | H23786 | MARIJUANA                      | HCPR |
| 25009 | 1906-1365 | H23784 | SWISHER SWEET BAGGIE           | HCPR |
| 25015 | 1906-1530 | H23799 | BLOOD                          | HCPR |
| 25023 | 1907-0362 | H23857 | BLOOD                          | HCPR |
| 25107 | 1907-0362 | H23858 | 1 NEEDLE IN SHARPS             | HCPR |
| 25102 | 1907-0692 | H23893 | METH                           | HCPR |
| 25126 | 1907-0705 | H23895 | GLASS PIPE                     | HCPR |
| 25105 | 1907-1072 | H23917 | MARIJUANA                      | HCPR |
| 25137 | 1907-1284 | H23935 | MARIJUANA                      | HCPR |
| 25136 | 1907-1284 | H23937 | VAPE JUICE                     | HCPR |
| 25182 | 1907-1290 | H23941 | \$100 DRUGS ROLLED IN MONEY    | HCPR |
| 25198 | 1907-1719 | H23992 | SMOK                           | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 25202 | 1907-1812 | H23999 | GLASS PIPE                     | HCPR |
| 25200 | 1907-1812 | H24000 | EMPTY JUUL CARTRIDGE           | HCPR |
| 25201 | 1907-1812 | H23998 | POD E JUICE                    | HCPR |
| 25199 | 1907-1812 | H23996 | JUUL E JUICE                   | HCPR |
| 25238 | 1908-0107 | H24013 | PARAPHER- 6 SWAB HEROIN        | HCPR |
| 25416 | 1908-0498 | H24073 | MARIJUANA RAW                  | HCPR |
| 25267 | 1908-0750 | H24078 | VISA                           | HCPR |
| 25291 | 1908-0780 | H24126 | \$6.00                         | HCPR |
| 25264 | 1908-0802 | H24083 | PIPE                           | HCPR |
| 25282 | 1908-1011 | H24109 | MARIJUANA                      | HCPR |
| 25281 | 1908-1023 | H24112 | MARLBORO                       | HCPR |
| 25279 | 1908-1047 | H24113 | BLOOD                          | HCPR |
| 25295 | 1908-1297 | H24129 | 5 CONTAINER MARIJUANA 1 CARTRI | HCPR |
| 25303 | 1908-1297 | H24130 | 2 GLASS PIPES                  | HCPR |
| 25297 | 1908-1358 | H24133 | MARIJUANA                      | HCPR |
| 25321 | 1908-1660 | H24154 | VAPE JUICE THC                 | HCPR |
| 25342 | 1909-0199 | H24171 | MARIJUANA ROACHES              | HCPR |
| 25343 | 1909-0199 | H24170 | DABS OIL                       | HCPR |
| 25341 | 1909-0199 | H24172 | E CIG JUUL CARTRIDGE 2         | HCPR |
| 25391 | 1909-0218 | 35479  | CODE R KIT                     | HCPR |
| 28265 | 1909-0218 | H26940 | PAJAMA SHIRT                   | HCPR |
| 25483 | 1909-0218 | H24261 | CD- SECOND INTERVIEW SUSPECT   | HCPR |
| 25485 | 1909-0218 | H24262 | CD- INTERVIEW                  | HCPR |
| 28707 | 1909-0218 | H27254 | PICTURES ON CD                 | HCPR |
| 25482 | 1909-0218 | H24260 | CD-INTERVIEW SUSPECT           | HCPR |
| 25340 | 1909-0218 | H24191 | DIAPERS                        | HCPR |
| 25335 | 1909-0218 | H24190 | BATMAN SHIRT                   | HCPR |
| 25338 | 1909-0218 | H24194 | TMNT GRN BLK BOXER BRIEF       | HCPR |
| 25339 | 1909-0218 | H24195 | PINK GREY BLK BOXER BRIEF      | HCPR |
| 25332 | 1909-0218 | H24185 | BUZZ LIGHT YEAR PILLOW CASE    | HCPR |
| 25331 | 1909-0218 | H24193 | SWEAT PANTS                    | HCPR |
| 25330 | 1909-0218 | H24186 | MATTRESS PAD                   | HCPR |
| 25329 | 1909-0218 | H24182 | KNITTED BLANKET                | HCPR |
| 25333 | 1909-0218 | H24188 | KNITTED BLANKET                | HCPR |
| 25328 | 1909-0218 | H24183 | TOY STORY BLANKET              | HCPR |
| 25334 | 1909-0218 | H24192 | GRY BLK ATHLETIC SHORTS        | HCPR |
| 25327 | 1909-0218 | H24189 | FLEECE BLANKET                 | HCPR |
| 25336 | 1909-0218 | H24187 | TOY STORY FITTED SHEET         | HCPR |
| 25337 | 1909-0218 | H24184 | POTTY PADS                     | HCPR |
| 25412 | 1909-0653 | H24297 | HEROIN IN BLK ZIP BAG          | HCPR |
| 25410 | 1909-0653 | H24299 | PARAPHERNALIA HEROIN PEN       | HCPR |
| 25411 | 1909-0653 | H24298 | FOIL SHEETS                    | HCPR |
| 25408 | 1909-0766 | H24313 | OXY PILLS`                     | HCPR |
| 25439 | 1909-0842 | H24328 | Q TIP PARA                     | HCPR |
| 25438 | 1909-0842 | H24327 | DOLLAR BILL DRUG TRACE         | HCPR |
| 25437 | 1909-0842 | H24329 | THC CARTRIDGES                 | HCPR |
| 25424 | 1909-0867 | H24321 | METH PIPE                      | HCPR |
| 25417 | 1909-0886 | H24333 | URINE                          | HCPR |
| 25434 | 1909-0886 | H24332 | HEROIN                         | HCPR |
| 25435 | 1909-0886 | H24331 | METH                           | HCPR |
| 25607 | 1909-0909 | H24449 | COCAINE                        | HCPR |
| 25426 | 1909-0909 | H24336 | PARA- CONTAINER,PICK,BAGG,PIPE | HCPR |
| 25423 | 1909-0915 | H24323 | PARAPHERNALIA                  | HCPR |
| 25422 | 1909-0915 | H24322 | 13 VAPE CARTRIDGES             | HCPR |
| 25421 | 1909-0915 | H24324 | 1 CENT (PENNY)                 | HCPR |
| 25419 | 1909-1015 | H24335 | 30.00 CASH                     | HCPR |
| 25420 | 1909-1015 | H24334 | WALLET ARIAT                   | HCPR |
| 25428 | 1909-1088 | H24345 | 2 BAGGIES WITH METH            | HCPR |
| 25427 | 1909-1088 | H24347 | BAGGIES                        | HCPR |
| 25429 | 1909-1088 | H24346 | PIPES                          | HCPR |
| 25480 | 1909-1399 | H24360 | E CIG 1 CARTRIDGE              | HCPR |
| 25581 | 1909-1507 | H24399 | PIPE                           | HCPR |



|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 25582 | 1909-1507 | H24396 | PARAPHERNALI BONG              | HCPR |
| 25583 | 1909-1507 | H24400 | BONG BOTTLE                    | HCPR |
| 25584 | 1909-1507 | H24394 | MARIJUANA                      | HCPR |
| 25585 | 1909-1507 | H24395 | E CIG DAB JUICE IN METAL CONTA | HCPR |
| 25579 | 1909-1527 | H24388 | AMERICAN EXPRESS ATM CARD      | HCPR |
| 25491 | 1910-0002 | H24362 | METH IN PURPLE CONTAINER       | HCPR |
| 25624 | 1910-0020 | H24475 | SPOONS PARAPHERNALIA           | HCPR |
| 25592 | 1910-0020 | H24383 | EMPTY WATER BOTTLE             | HCPR |
| 25492 | 1910-0020 | H24385 | PIPE                           | HCPR |
| 25493 | 1910-0020 | H24384 | MARIJUANA                      | HCPR |
| 25586 | 1910-0157 | H24386 | MARIJUANA ROACH                | HCPR |
| 25587 | 1910-0157 | H24387 | FOIL, PIPE                     | HCPR |
| 25589 | 1910-0178 | H24391 | METH                           | HCPR |
| 25590 | 1910-0178 | H24390 | PLASTIC CONTAINER PARAPHERNALI | HCPR |
| 25591 | 1910-0178 | H24389 | METH SYRINGE                   | HCPR |
| 25588 | 1910-0178 | H24392 | WHITE POUCH                    | HCPR |
| 25578 | 1910-0222 | H24405 | MARIJUANA                      | HCPR |
| 25604 | 1910-0435 | H24423 | THC OIL                        | HCPR |
| 25602 | 1910-0435 | H24420 | PIPE                           | HCPR |
| 25601 | 1910-0435 | H24422 | GRINDER                        | HCPR |
| 25600 | 1910-0435 | H24425 | SHAKE MARIJUANA                | HCPR |
| 25599 | 1910-0435 | H24426 | MARIJUANA                      | HCPR |
| 25598 | 1910-0435 | H24421 | PIPES                          | HCPR |
| 25603 | 1910-0435 | H24424 | MARIJUANA SHAKE FROM GRINDER   | HCPR |
| 25608 | 1910-0566 | H24429 | MARIJUANA                      | HCPR |
| 25641 | 1910-1322 | H24502 | VIP VAPOR VAPE JUICE           | HCPR |
| 25638 | 1910-1322 | H24505 | VAPE JUICE MIXED BERRY         | HCPR |
| 25639 | 1910-1322 | H24504 | VAPE JUICE UNI CHEW            | HCPR |
| 25635 | 1910-1322 | H24497 | TOBACCO                        | HCPR |
| 25640 | 1910-1322 | H24503 | VAPE CARTRIDGE                 | HCPR |
| 25643 | 1910-1333 | H24499 | MARIJUANA                      | HCPR |
| 25646 | 1910-1371 | H24508 | HEROIN                         | HCPR |
| 25647 | 1910-1371 | H24507 | NEEDLE PARA                    | HCPR |
| 25648 | 1911-0103 | H24515 | PIPE                           | HCPR |
| 25649 | 1911-0103 | H24514 | MARIJUANA                      | HCPR |
| 25650 | 1911-0107 | H24517 | PARA-CONTAINER, VAPE, CARTRIDG | HCPR |
| 25651 | 1911-0107 | H24519 | MARIJUANA                      | HCPR |
| 25660 | 1911-0401 | H24560 | BLU AMERICAN EXPRESS           | HCPR |
| 25666 | 1911-0411 | H24568 | CLOTHING                       | HCPR |
| 25664 | 1911-0411 | H24572 | WIRE CUTTER, WRENCH            | HCPR |
| 25662 | 1911-0411 | H24571 | WATCH                          | HCPR |
| 25663 | 1911-0411 | H24566 | BLU CONTAINER                  | HCPR |
| 25665 | 1911-0411 | H24567 | RANDOM CLOTHES                 | HCPR |
| 25667 | 1911-0413 | H24564 | FLOWERS                        | HCPR |
| 25668 | 1911-0413 | H24565 | SURVEILLANCE                   | HCPR |
| 25669 | 1911-0413 | H24562 | STEM FLOWERS                   | HCPR |
| 25670 | 1911-0413 | H24563 | PORTABLE BUDDY                 | HCPR |
| 25675 | 1911-0599 | H24579 | SMOK                           | HCPR |
| 25763 | 1911-0617 | H24607 | E JUICE                        | HCPR |
| 25768 | 1911-0654 | H24618 | 2 ID CARDS                     | HCPR |
| 25772 | 1911-0888 | H24603 | E CIG                          | HCPR |
| 25780 | 1911-1235 | H24624 | \$1- 4 QUARTERS                | HCPR |
| 25779 | 1911-1235 | H24621 | PARAPHERNALIA                  | HCPR |
| 25778 | 1911-1235 | H24622 | RAW MARIJUANA                  | HCPR |
| 25776 | 1911-1235 | H24623 | DABS                           | HCPR |
| 25775 | 1911-1235 | H24626 | MULTIPLE MARIJUANA PARAPHERNAL | HCPR |
| 25774 | 1911-1235 | H24625 | MULTIPLE TOBACCO PARAPHERNALIA | HCPR |
| 25777 | 1911-1235 | H24620 | ZYN CHEW TOBACCO               | HCPR |
| 25773 | 1911-1342 | H24628 | 2 VAPE PEN                     | HCPR |
| 25781 | 1912-0114 | H24632 | VAPE                           | HCPR |
| 25782 | 1912-0114 | H24631 | GATORADE BOTTLE PARAPHERNALIA  | HCPR |
| 25792 | 1912-0139 | H24637 | GRINDER, PIPE PARAPHERNALIA    | HCPR |

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|-------|-----------|--------|--------------------------------|------|
| 25788 | 1912-0139 | H24635 | DABS                           | HCPR |
| 25791 | 1912-0139 | H24636 | GREEN BUD                      | HCPR |
| 25785 | 1912-0156 | H24638 | 4 THC CART                     | HCPR |
| 25786 | 1912-0156 | H24640 | PIPES 2                        | HCPR |
| 25787 | 1912-0156 | H24639 | GREEN BUD MARIJUANA            | HCPR |
| 25783 | 1912-0190 | H24642 | GREEN LEAFY                    | HCPR |
| 25784 | 1912-0190 | H24643 | GRINDER,PINK BAG, PARAPHERNALI | HCPR |
| 25789 | 1912-0269 | H24651 | PIPE                           | HCPR |
| 25790 | 1912-0269 | H24650 | E CIG                          | HCPR |
| 25793 | 1912-0399 | H24655 | GRINDER AND PIPE PARAPHERNALIA | HCPR |
| 25794 | 1912-0399 | H24656 | BAGGIES, PAPERS, FLASK PARAPHE | HCPR |
| 25795 | 1912-0399 | H24658 | EJUICE                         | HCPR |
| 25796 | 1912-0399 | H24657 | MARIJUANA                      | HCPR |
| 25798 | 1912-0399 | H24654 | MARIJUANA                      | HCPR |
| 25800 | 1912-0399 | H24653 | MARIJUANA                      | HCPR |
| 25801 | 1912-0494 | H24664 | METH                           | HCPR |
| 25802 | 1912-0494 | H24665 | ROLLING PAPERS                 | HCPR |
| 25819 | 1912-0579 | H24671 | CIGARS                         | HCPR |
| 25841 | 1912-0710 | H24688 | THC PARAPHERNALIA              | HCPR |
| 25839 | 1912-0710 | H24689 | METHAMPHETAMINE                | HCPR |
| 25840 | 1912-0710 | H24687 | BUBBLE PIPE 2                  | HCPR |
| 25837 | 1912-0731 | H24701 | PARAPHERNALIA WHITE CONTAINER  | HCPR |
| 25838 | 1912-0731 | H24696 | GLD TUBE PARAPHERNALIA         | HCPR |
| 25836 | 1912-0731 | H24695 | MUSHROOMS                      | HCPR |
| 25829 | 1912-0731 | H24698 | MARIJUANA                      | HCPR |
| 25830 | 1912-0731 | H24702 | VAPE JUICE                     | HCPR |
| 25831 | 1912-0731 | H24699 | PIPE                           | HCPR |
| 25894 | 1912-0763 | H24778 | CREDIT CARDS                   | HCPR |
| 25897 | 1912-0763 | H24778 | CREDIT CARDS                   | HCPR |
| 25843 | 1912-0868 | H24705 | MARIJUANA                      | HCPR |
| 25842 | 1912-0868 | H24706 | GR CONTAINER PARAPHERNALIA     | HCPR |
| 25880 | 1912-0945 | H24720 | JUUL CART                      | HCPR |
| 25881 | 1912-0985 | H24722 | CAMEL CIG                      | HCPR |
| 25882 | 1912-0985 | H24721 | PARAPHERNALIA                  | HCPR |
| 25883 | 1912-1066 | H24729 | THC CARTRIDGE VAPE             | HCPR |
| 25885 | 1912-1066 | H24731 | PARAPHERNALIA                  | HCPR |
| 25913 | 1912-1066 | H24730 | GREEN LEAFY                    | HCPR |
| 25884 | 1912-1066 | H24732 | CARTRIDGE                      | HCPR |
| 25887 | 1912-1076 | H24735 | GRN BAG                        | HCPR |
| 25886 | 1912-1076 | H24728 | SUBOZONE                       | HCPR |
| 25879 | 1912-1081 | H24747 | BURG LOCK PICK                 | HCPR |
| 25878 | 1912-1081 | H24748 | TOOTER                         | HCPR |
| 25876 | 1912-1134 | H24744 | 2 BLUNT                        | HCPR |
| 25875 | 1912-1134 | H24745 | WYOMING DL                     | HCPR |
| 25865 | 1912-1134 | H24746 | PARAPHERNALIA BLOON BOX        | HCPR |
| 25863 | 1912-1134 | H24756 | PARAPH- MONEY COCAINE TRACE    | HCPR |
| 25877 | 1912-1140 | H24743 | BURNT FOIL                     | HCPR |
| 25866 | 1912-1249 | H24762 | CONDOM                         | HCPR |
| 25867 | 1912-1249 | H24763 | CONDOM WRAPPER                 | HCPR |
| 25914 | 2001-0471 | H24829 | BLOOD                          | HCPR |
| 26020 | 2001-1468 | H24924 | \$282.00 CASH                  | HCPR |
| 26021 | 2001-1468 | H24927 | GALAXY 10 CELL                 | HCPR |
| 26022 | 2001-1468 | H24926 | LSD STAMPS ORANGE              | HCPR |
| 26055 | 2002-0198 | H24963 | GREEN LEAFY                    | HCPR |
| 26039 | 2002-0198 | H24964 | URINE                          | HCPR |
| 26072 | 2002-0279 | H24972 | WALLET                         | HCPR |
| 26128 | 2003-0095 | H25100 | BLOOD                          | HCPR |
| 26206 | 2003-0777 | H25147 | BLOOD                          | HCPR |
| 26209 | 2003-0854 | H25148 | CHASE VISA ATM CARD            | HCPR |
| 26212 | 2003-0999 | H25166 | SILVER RING BLUE STONE         | HCPR |
| 26238 | 2003-1368 | H25220 | WALLET                         | HCPR |
| 26373 | 2004-0505 | H25307 | UTAH DL WARNER                 | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 26433 | 2004-1073 | H25365 | WHITE SUBSTANCE IN BAGGIE      | HCPR |
| 26443 | 2004-1214 | H25381 | BLACK VISA CREDIT CARD         | HCPR |
| 26506 | 2005-0074 | H25394 | \$50 MONEY FROM FP WALLET      | HCPR |
| 26648 | 2006-0020 | H25471 | RED/WHITE BANK CARD            | HCPR |
| 26674 | 2006-0135 | H25546 | CD- SURVEILLANCE/DASH          | HCPR |
| 26652 | 2006-0135 | H25486 | BLOOD                          | HCPR |
| 26654 | 2006-0189 | H25489 | 2 METH PIPES                   | HCPR |
| 26653 | 2006-0189 | H25487 | BLOOD                          | HCPR |
| 26655 | 2006-0189 | H25488 | PART OF BLUE BAGGIE            | HCPR |
| 26661 | 2006-0276 | H25494 | BLOOD                          | HCPR |
| 26660 | 2006-0288 | H25495 | BLOOD                          | HCPR |
| 26668 | 2006-0461 | H25522 | ELIZABETH LUNA CAPITAL CARD    | HCPR |
| 26671 | 2006-0637 | H25537 | BLOOD                          | HCPR |
| 26736 | 2006-0988 | H25573 | BLOOD                          | HCPR |
| 26735 | 2006-1086 | H25620 | BLOOD                          | HCPR |
| 26737 | 2006-1100 | H25621 | URINE                          | HCPR |
| 26763 | 2006-1411 | H25632 | METH                           | HCPR |
| 26761 | 2006-1411 | H25633 | BLOOD                          | HCPR |
| 26778 | 2007-0170 | H25675 | 7 PIECES HEROIN PARAPHERNALIA  | HCPR |
| 26779 | 2007-0170 | H25674 | HEROIN                         | HCPR |
| 26773 | 2007-0170 | H25673 | BLOOD                          | HCPR |
| 26772 | 2007-0287 | H25679 | BLOOD                          | HCPR |
| 26798 | 2007-0443 | H25705 | NEVADA ID CARD                 | HCPR |
| 26789 | 2007-0445 | H25683 | BLOOD                          | HCPR |
| 26796 | 2007-0664 | H25693 | BLOOD                          | HCPR |
| 26795 | 2007-0733 | H25709 | BLOOD                          | HCPR |
| 26805 | 2007-0787 | H25721 | BLOOD                          | HCPR |
| 26842 | 2007-0787 | H25800 | CD DASH CAM                    | HCPR |
| 26839 | 2007-1473 | H25805 | MOUNTAIN AMERICA CARD          | HCPR |
| 26886 | 2008-0020 | H25834 | BLOOD                          | HCPR |
| 26885 | 2008-0101 | H25861 | BLOOD                          | HCPR |
| 26914 | 2008-0526 | H25891 | BUSIPIRONE                     | HCPR |
| 27084 | 2008-1467 | H25994 | BLOOD                          | HCPR |
| 27087 | 2008-1546 | H26007 | FLASH DRIVE                    | HCPR |
| 27085 | 2008-1792 | H26060 | I PHONE BLK                    | HCPR |
| 27143 | 2009-0309 | H26116 | BLOOD                          | HCPR |
| 27259 | 2009-0783 | H26198 | METH                           | HCPR |
| 27199 | 2009-0783 | H26199 | BLOOD                          | HCPR |
| 27253 | 2009-0819 | H26230 | BLOOD                          | HCPR |
| 27254 | 2009-0966 | H26226 | BLOOD                          | HCPR |
| 27283 | 2009-1156 | H26247 | BLOOD                          | HCPR |
| 27441 | 2009-1399 | H26401 | BILLS 27\$                     | HCPR |
| 27442 | 2009-1399 | H26403 | \$2.00                         | HCPR |
| 27443 | 2009-1399 | H26405 | 100\$                          | HCPR |
| 27351 | 2010-0107 | H26377 | URINE                          | HCPR |
| 27310 | 2010-0119 | H26367 | BLOOD                          | HCPR |
| 27401 | 2010-0570 | H26470 | LEATHER FOLDER CASE            | HCPR |
| 27398 | 2010-0701 | H26487 | BLOOD                          | HCPR |
| 27449 | 2010-1090 | H26498 | ID, VARIOUS CARDS,TEMPLE RECOM | HCPR |
| 27552 | 2011-0433 | H26616 | SUBOTEX                        | HCPR |
| 27550 | 2011-0433 | H26618 | 228 PILLS ZANAX                | HCPR |
| 27545 | 2011-0433 | H26613 | BLOOD                          | HCPR |
| 27551 | 2011-0433 | H26617 | BAGGIES                        | HCPR |
| 27559 | 2011-0704 | H26638 | 73.00 CASH                     | HCPR |
| 27588 | 2011-0870 | H26678 | MONEY 1520.00                  | HCPR |
| 27584 | 2011-1010 | H26681 | BLOOD                          | HCPR |
| 27595 | 2012-0041 | H26694 | BLOOD                          | HCPR |
| 27599 | 2012-0211 | H26701 | BLOOD                          | HCPR |
| 27609 | 2012-0413 | H26717 | UTAH LICENSE PLATE             | HCPR |
| 27618 | 2012-0727 | H26737 | BLOOD                          | HCPR |
| 27619 | 2012-0839 | H26744 | BLOOD                          | HCPR |
| 27691 | 2101-0051 | H26797 | BLOOD                          | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 29611 | 2101-0643 | H28006 | 2 DVD CELBRITE FROM PHONE      | HCPR |
| 27944 | 2101-0643 | H26871 | CAMO HOODIE                    | HCPR |
| 27940 | 2101-0643 | H26870 | MOTOROLA BLK CELL              | HCPR |
| 28045 | 2101-0774 | H26891 | 2 SYRINGES                     | HCPR |
| 28046 | 2101-0774 | H26892 | BLOOD                          | HCPR |
| 28120 | 2101-0774 | H26933 | NEEDLE WITH SUBSTANCE          | HCPR |
| 28119 | 2101-0774 | H26890 | SUBSTANCE IN NEEDLE            | HCPR |
| 28048 | 2101-0792 | H26887 | BLACK TAR IN FOIL              | HCPR |
| 28047 | 2101-0792 | H26888 | BLOOD                          | HCPR |
| 28049 | 2101-0792 | H26886 | MARIJUANA IN PIPE              | HCPR |
| 28261 | 2102-0088 | H26950 | BLOOD                          | HCPR |
| 28359 | 2102-0151 | H27045 | SURVEILLANCE                   | HCPR |
| 28267 | 2102-0295 | H26962 | BLOOD                          | HCPR |
| 28328 | 2102-0556 | H26981 | 5 BLUE ALEVE                   | HCPR |
| 28329 | 2102-0556 | H26982 | 11 CENTS                       | HCPR |
| 28330 | 2102-0556 | H26984 | 3 BAGGIES METH ORNG CONTAINER  | HCPR |
| 28325 | 2102-0556 | H26985 | 3 DAB CARTRIDGE                | HCPR |
| 28365 | 2102-0556 | H26991 | BODY CAM                       | HCPR |
| 28324 | 2102-0556 | H26987 | PARAPHERNALIA CONTAINER        | HCPR |
| 28320 | 2102-0556 | H26979 | BLOOD                          | HCPR |
| 28327 | 2102-0556 | H26980 | 5 DRUG PERScription TYLENOL    | HCPR |
| 28353 | 2102-0566 | H27029 | 6 TOOTERS                      | HCPR |
| 28354 | 2102-0566 | H27035 | 5 GIFT CARD FROM SESSION WALLE | HCPR |
| 28355 | 2102-0566 | H27037 | WALLET                         | HCPR |
| 28356 | 2102-0566 | H27038 | BLK GLOVE                      | HCPR |
| 28352 | 2102-0566 | H27026 | 4 MISC CARDS                   | HCPR |
| 28375 | 2102-0566 | H27025 | UT DL                          | HCPR |
| 28351 | 2102-0566 | H27027 | BUBBLE PIPE                    | HCPR |
| 28376 | 2102-0566 | H27036 | VISA DEBIT CARD                | HCPR |
| 28378 | 2102-0566 | H27030 | SS CARD                        | HCPR |
| 28379 | 2102-0566 | H27028 | SS CARD, DOPL                  | HCPR |
| 28380 | 2102-0566 | H27034 | CHASE                          | HCPR |
| 28519 | 2102-0566 | H27032 | PASSPORT DRUCKER               | HCPR |
| 28350 | 2102-0566 | H27031 | RECEIPTS                       | HCPR |
| 28348 | 2102-0566 | H27023 | GREEN COAT                     | HCPR |
| 28339 | 2102-0566 | H26993 | PIPE                           | HCPR |
| 28333 | 2102-0566 | H27003 | HEROIN                         | HCPR |
| 28332 | 2102-0566 | H27016 | 42.00 DOLLARS                  | HCPR |
| 28331 | 2102-0566 | H27017 | 10 DOLLARS                     | HCPR |
| 28336 | 2102-0566 | H27000 | BURNT FOIL                     | HCPR |
| 28349 | 2102-0566 | H27024 | BROWN COAT                     | HCPR |
| 28337 | 2102-0566 | H26999 | BLACK TAR HEROIN               | HCPR |
| 28338 | 2102-0566 | H26998 | PARAPHERNALIA BURNT FOIL       | HCPR |
| 28334 | 2102-0566 | H27002 | METH                           | HCPR |
| 28335 | 2102-0566 | H27001 | BURNT FOIL                     | HCPR |
| 28341 | 2102-0566 | H26994 | SCREW DRIVER                   | HCPR |
| 28342 | 2102-0566 | H26992 | ALCATEL CELL PHONE             | HCPR |
| 28343 | 2102-0566 | H27018 | RED MILWAKEE DRILL             | HCPR |
| 28344 | 2102-0566 | H27019 | COPPER CLAMP                   | HCPR |
| 28345 | 2102-0566 | H27020 | MILWAKEE HACKZALL              | HCPR |
| 28346 | 2102-0566 | H27021 | GRN ANVIL LOPPER               | HCPR |
| 28347 | 2102-0566 | H27022 | ORANGE                         | HCPR |
| 28340 | 2102-0566 | H26995 | BLUE LATEX GLOVES              | HCPR |
| 28384 | 2102-0692 | H27059 | USB SURVEILLANCE               | HCPR |
| 28502 | 2102-0692 | H27169 | THUMBDRIVE SURVEILLANCE        | HCPR |
| 28373 | 2102-0692 | H27013 | MUCK BOOTS                     | HCPR |
| 28403 | 2102-0692 | H27080 | 2 USB DRIVES                   | HCPR |
| 28366 | 2102-0692 | H27015 | THUMBDRIVE- TIMERLINE ACE      | HCPR |
| 28374 | 2102-0692 | H27014 | TAN BOOTS IN MUCK BOX          | HCPR |
| 28397 | 2102-0741 | H27005 | COPPER WIRE IN TRAILER         | HCPR |
| 28361 | 2102-0741 | H27010 | TABLET                         | HCPR |
| 28395 | 2102-0741 | H27009 | COPPER FOLDED IN BOX           | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 28367 | 2102-0741 | H27006 | VEHICLE STEREO                 | HCPR |
| 28364 | 2102-0741 | H27004 | BLK GRN CONTAINER PARAPHERNALI | HCPR |
| 28363 | 2102-0741 | H27007 | RADIO ACCESS WALKIE TALK HEADP | HCPR |
| 28360 | 2102-0741 | H27011 | MARIJUANA HALLOWEEN BAGGIE     | HCPR |
| 28396 | 2102-0741 | H27012 | COPPER WIRE                    | HCPR |
| 28362 | 2102-0741 | H27008 | PIPES PARAPHERNALIA            | HCPR |
| 28413 | 2102-1255 | H27084 | BLOOD                          | HCPR |
| 28408 | 2103-0115 | H27091 | BLOOD                          | HCPR |
| 28409 | 2103-0115 | H27089 | MARIJUANA                      | HCPR |
| 28410 | 2103-0115 | H27090 | METH                           | HCPR |
| 28412 | 2103-0115 | H27091 | BLOOD                          | HCPR |
| 28521 | 2103-0913 | H27179 | HEROIN                         | HCPR |
| 28520 | 2103-0913 | H27178 | BLOOD                          | HCPR |
| 28525 | 2103-1055 | H27182 | COINS 3.30                     | HCPR |
| 32153 | 2103-1072 | H30678 | BLACK LEATHER LARGE WALLET     | HCPR |
| 28849 | 2104-0469 | H27289 | NAUSEA PILLS 8                 | HCPR |
| 28835 | 2104-0469 | H27423 | BLK MOTOROLA CELL              | HCPR |
| 28774 | 2104-0469 | H27290 | EAGLE BIRD PARTS               | HCPR |
| 28848 | 2104-0469 | H27424 | 1 VIAGRA                       | HCPR |
| 28773 | 2104-0469 | H27283 | PARAPHERNALIA                  | HCPR |
| 28775 | 2104-0469 | H27285 | FARMERS BANK CHECK             | HCPR |
| 28734 | 2104-0469 | H27291 | METH PIPE                      | HCPR |
| 28729 | 2104-0469 | H27282 | 59 DOLLARS                     | HCPR |
| 28706 | 2104-0469 | H27295 | BLOOD                          | HCPR |
| 28700 | 2104-0469 | H27292 | MARIJUANA                      | HCPR |
| 28694 | 2104-0469 | H27280 | METH                           | HCPR |
| 28693 | 2104-0469 | H27279 | LIQUID HERION IN SYRINGE       | HCPR |
| 28692 | 2104-0469 | H27278 | HEROIN                         | HCPR |
| 28836 | 2104-0469 | H27284 | BLK SAMSUNG CELL               | HCPR |
| 28772 | 2104-0469 | H27281 | XANAX                          | HCPR |
| 28837 | 2104-0469 | H27422 | SAMSUNG BLK                    | HCPR |
| 28777 | 2104-0734 | H27311 | MARIJUANA                      | HCPR |
| 28802 | 2104-1312 | H27376 | BLOOD                          | HCPR |
| 28797 | 2104-1312 | H27374 | PARAPHERNALIA SPOON            | HCPR |
| 28796 | 2104-1312 | H27373 | WHITE POWDER IN CONTAINER      | HCPR |
| 28810 | 2104-1450 | H27395 | BLOOD                          | HCPR |
| 28888 | 2105-0269 | H27451 | BLOOD                          | HCPR |
| 28881 | 2105-0369 | H27463 | FOIL                           | HCPR |
| 28876 | 2105-0369 | H27462 | BLOOD                          | HCPR |
| 28877 | 2105-0513 | H27472 | BLOOD                          | HCPR |
| 28928 | 2105-0815 | H27496 | BLOOD                          | HCPR |
| 29052 | 2105-0857 | H27526 | LEATHERMAN TOOL                | HCPR |
| 29082 | 2106-0779 | H27607 | METH PIPE                      | HCPR |
| 29078 | 2106-0779 | H27611 | BLOOD                          | HCPR |
| 29080 | 2106-0779 | H27609 | METH IN RED BAGGIE             | HCPR |
| 29079 | 2106-0779 | H27610 | CLR BAGS PARAPHERNALIA         | HCPR |
| 29081 | 2106-0779 | H27608 | RED STRAW TOOTER               | HCPR |
| 29208 | 2107-0166 | H27689 | BLOOD                          | HCPR |
| 29407 | 2107-0795 | H27744 | HEROIN                         | HCPR |
| 29354 | 2107-0795 | H27745 | 5 SYRINGES IN 2 SHARPS         | HCPR |
| 29361 | 2107-0795 | H27747 | CASE, SCALE, BAGS PARAPHERNALI | HCPR |
| 29362 | 2107-0795 | H27741 | 3 SYRINGES PARAPHERNALIA       | HCPR |
| 29363 | 2107-0795 | H27746 | SPOON PARAPHERNALIA            | HCPR |
| 29385 | 2107-0795 | H27742 | HEROIN                         | HCPR |
| 29406 | 2107-0795 | H27743 | PARAPHERNALIA SODA CAN LID     | HCPR |
| 29315 | 2107-0795 | H27740 | URINE                          | HCPR |
| 29327 | 2107-0866 | H27752 | BLOOD                          | HCPR |
| 29353 | 2107-0989 | H27753 | PHONE CASE , WALLET            | HCPR |
| 29528 | 2108-0055 | H27849 | BLK LEATHER WALLET             | HCPR |
| 29433 | 2108-0312 | H27830 | BLOOD                          | HCPR |
| 29533 | 2108-0629 | H27843 | FORTY NINE DOLLARS             | HCPR |
| 29523 | 2108-0754 | H27858 | \$42- 42 ONE DOLLAR BILLS      | HCPR |



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|-------|-----------|--------|--------------------------------|------|
| 29519 | 2108-0754 | H27856 | \$40 - 8 FIVE DOLLAR BILLS     | HCPR |
| 29522 | 2108-0754 | H27857 | \$320 - 16 TWENTY DOLLAR BILLS | HCPR |
| 29537 | 2108-0754 | H27860 | PARAPHERNALIA                  | HCPR |
| 29536 | 2108-0754 | H27852 | METH PIPE                      | HCPR |
| 29520 | 2108-0754 | H27854 | \$100 - 2 FIFTY BILLS          | HCPR |
| 29534 | 2108-0754 | H27851 | METH                           | HCPR |
| 29521 | 2108-0754 | H27855 | \$20- 2 TEN DOLLAR BILLS       | HCPR |
| 29524 | 2108-0754 | H27859 | 0.63 CHANGE 63 CENTS           | HCPR |
| 29535 | 2108-0754 | H27853 | DAB PEN                        | HCPR |
| 29590 | 2108-0815 | H27964 | GREEN EYEGLOSS CASE PARAPHERNA | HCPR |
| 29607 | 2108-0815 | H27875 | FLAVORBURST EDIBLE             | HCPR |
| 29604 | 2108-0815 | H27877 | BROKEN METH PIPES              | HCPR |
| 29593 | 2108-0815 | H27878 | METH PIPE PARAPHERNALIA        | HCPR |
| 29592 | 2108-0815 | H27870 | 3 PIPES                        | HCPR |
| 29588 | 2108-0815 | H27871 | MARIJUANA                      | HCPR |
| 29589 | 2108-0815 | H27965 | GRINDER                        | HCPR |
| 29540 | 2108-0815 | H27879 | WHITE SUBSTANCE CLEAR CONTAIN  | HCPR |
| 29539 | 2108-0815 | H27881 | BLOOD                          | HCPR |
| 29541 | 2108-0815 | H27873 | DABS IN MULTI COLOR SM PUCK    | HCPR |
| 29551 | 2108-0815 | H27874 | CANNABURST EDIBLE              | HCPR |
| 29587 | 2108-0815 | H27966 | GLASS CONTAINER                | HCPR |
| 29553 | 2108-0815 | H27876 | PLASTIC BAGGIES PARAPHERNALIA  | HCPR |
| 29554 | 2108-0815 | H27872 | DABS                           | HCPR |
| 29552 | 2108-0815 | H27880 | PARAPHERNALIA SMOKE BUDDY      | HCPR |
| 29538 | 2108-0918 | H27882 | BLOOD                          | HCPR |
| 29649 | 2108-1264 | H27910 | MARLBORO TOBACCO               | HCPR |
| 29651 | 2108-1264 | H27908 | PAPERS DOODLES                 | HCPR |
| 29652 | 2108-1264 | H27909 | FOIL                           | HCPR |
| 29566 | 2108-1381 | H27924 | BLOOD                          | HCPR |
| 29594 | 2109-0038 | H27971 | BLOOD                          | HCPR |
| 29609 | 2109-0118 | H27975 | BLOOD                          | HCPR |
| 29610 | 2109-0242 | H28008 | BLOOD                          | HCPR |
| 29645 | 2109-0412 | H28018 | WALLET                         | HCPR |
| 29669 | 2109-0547 | H28033 | FLAHSLIGHT, BATTERIES          | HCPR |
| 29618 | 2109-0649 | H28101 | BLOOD KIT                      | HCPR |
| 32938 | 2109-0674 | H28104 | GREEN SILVER SHIMANO BREAKPOIN | HCPR |
| 29654 | 2109-0938 | H28125 | BLOOD                          | HCPR |
| 29691 | 2109-1280 | H28143 | TOOL BURNT RESIDUE             | HCPR |
| 29667 | 2109-1280 | H28142 | BLOOD                          | HCPR |
| 29686 | 2109-1280 | H28144 | CONTAINER WITH MARIJUANA       | HCPR |
| 29668 | 2109-1327 | H28147 | BLOOD                          | HCPR |
| 29671 | 2110-0139 | H28180 | BLOOD                          | HCPR |
| 29688 | 2110-0464 | H28191 | BLOOD                          | HCPR |
| 30769 | 2110-0497 | H29085 | BLK AND GREEN SCHWINN          | HCPR |
| 29709 | 2110-0664 | H28209 | BLOOD                          | HCPR |
| 29711 | 2110-0664 | H28207 | SYRINGE                        | HCPR |
| 29753 | 2110-0664 | H28208 | BAGGY METH RESIDUE             | HCPR |
| 29755 | 2110-1166 | H28217 | BLOOD                          | HCPR |
| 29856 | 2110-1465 | H28326 | BLOOD                          | HCPR |
| 29851 | 2111-0129 | H28289 | 118.00 MONEY CASH              | HCPR |
| 32939 | 2111-0174 | H28298 | BLACKED OUT NEXT BIKE          | HCPR |
| 30768 | 2111-0174 | H28299 | GRN HUFFY                      | HCPR |
| 29858 | 2111-0294 | H28321 | UTAH DL                        | HCPR |
| 30770 | 2111-0502 | H28328 | WHITE MONGOOSE                 | HCPR |
| 29943 | 2111-0607 | H28334 | RED SILVER HYPER ALUMINUM      | HCPR |
| 29866 | 2111-0689 | H28336 | FAKE ID RESIDENT CARD          | HCPR |
| 29942 | 2111-0982 | H28349 | BLOOD                          | HCPR |
| 29944 | 2111-1049 | H28357 | BLOOD                          | HCPR |
| 29953 | 2111-1186 | H28386 | BLOOD                          | HCPR |
| 30120 | 2112-0194 | H28523 | SYRINGE                        | HCPR |
| 30088 | 2112-0194 | H28525 | SCALE                          | HCPR |
| 30121 | 2112-0194 | H28524 | PARAPHERNALIA                  | HCPR |

|       |           |        |                            |      |
|-------|-----------|--------|----------------------------|------|
| 30086 | 2112-0194 | H28413 | BLUE BAG, CONTAINER PARA   | HCPR |
| 30008 | 2112-0194 | H28412 | 2 BAGGIES HEROIN           | HCPR |
| 29978 | 2112-0194 | H28444 | BLOOD                      | HCPR |
| 30007 | 2112-0194 | H28414 | METH PARAPHERNALIA         | HCPR |
| 30003 | 2112-0194 | H28411 | SYRINGE                    | HCPR |
| 29977 | 2112-0232 | H28443 | BLOOD                      | HCPR |
| 30005 | 2112-0589 | H28452 | 63 CENTS IN COINS          | HCPR |
| 30089 | 2112-0639 | H28497 | POCKET KNIFE               | HCPR |
| 29997 | 2112-0800 | H28460 | BLOOD                      | HCPR |
| 30010 | 2112-0974 | H28476 | BLOOD                      | HCPR |
| 30073 | 2201-0037 | H28507 | BLOOD                      | HCPR |
| 30072 | 2201-0067 | H28508 | BLOOD                      | HCPR |
| 30078 | 2201-0314 | H28528 | BLOOD                      | HCPR |
| 30081 | 2201-0506 | H28539 | BLOOD                      | HCPR |
| 30095 | 2201-0727 | H28547 | METH PIPE                  | HCPR |
| 30119 | 2201-0884 | H28566 | MONEY 1.35                 | HCPR |
| 30161 | 2202-0181 | H28644 | BLOOD                      | HCPR |
| 30157 | 2202-0217 | H28653 | PINK HEART MED             | HCPR |
| 30160 | 2202-0217 | H28654 | BLOOD                      | HCPR |
| 30159 | 2202-0217 | H28651 | METH IN PLASTIC BINDLE     | HCPR |
| 30158 | 2202-0217 | H28652 | GLASS METH PIPE            | HCPR |
| 30170 | 2202-0263 | H28656 | MEXICO ID CARD             | HCPR |
| 30175 | 2202-0494 | H28673 | BLOOD                      | HCPR |
| 30458 | 2202-1100 | H28767 | FISHING EQUIPMENT          | HCPR |
| 30301 | 2203-0102 | H28776 | 19.76 COINS                | HCPR |
| 30302 | 2203-0102 | H28779 | 4.08 COINS                 | HCPR |
| 30303 | 2203-0102 | H28784 | COINS 29.00                | HCPR |
| 30304 | 2203-0102 | H28781 | 8.63 PENNIES               | HCPR |
| 30305 | 2203-0102 | H28813 | 11.50 DIMES                | HCPR |
| 30293 | 2203-0102 | H28816 | 5.14 COINS                 | HCPR |
| 30739 | 2203-0104 | H29195 | 41 PENNIES                 | HCPR |
| 30596 | 2203-0530 | H28758 | THC CARTRIDGES             | HCPR |
| 30287 | 2203-0530 | H28764 | TRAVANDO WALLET            | HCPR |
| 30271 | 2203-0530 | H28765 | 432.00 CASH                | HCPR |
| 30268 | 2203-0530 | H28755 | BLOOD                      | HCPR |
| 30280 | 2203-0678 | H28785 | BLOOD                      | HCPR |
| 30281 | 2203-0708 | H28838 | BLOOD                      | HCPR |
| 30319 | 2203-0817 | H28883 | BLOOD                      | HCPR |
| 30432 | 2203-1162 | H28955 | METH                       | HCPR |
| 30431 | 2203-1162 | H28956 | CHIME DEBIT CARD STUBBS    | HCPR |
| 30429 | 2203-1162 | H28954 | BLOOD                      | HCPR |
| 30428 | 2203-1181 | H28959 | BLOOD                      | HCPR |
| 30633 | 2204-0285 | H29056 | UTAH HORIZON CARD          | HCPR |
| 30549 | 2204-0555 | H29083 | BLOOD                      | HCPR |
| 30638 | 2204-0641 | H29094 | US PASSPORT                | HCPR |
| 30684 | 2204-0917 | H29129 | AT&T EQUIP SIL BOX         | HCPR |
| 30656 | 2204-0945 | H29107 | BLOOD                      | HCPR |
| 30679 | 2204-1124 | H29137 | PIPE AND BAGGY PARAPHERNAL | HCPR |
| 30678 | 2204-1124 | H29139 | METH IN BAGGY              | HCPR |
| 30677 | 2204-1124 | H29138 | CLR BUBBLE PIPE            | HCPR |
| 30676 | 2204-1124 | H29140 | BLOOD                      | HCPR |
| 30670 | 2204-1214 | H29128 | MEXICO ID                  | HCPR |
| 30667 | 2204-1245 | H29132 | BLOOD                      | HCPR |
| 30689 | 2205-0002 | H29174 | BLOOD                      | HCPR |
| 30756 | 2205-0463 | H29243 | 35 DOLLARS                 | HCPR |
| 30755 | 2205-0463 | H29244 | BLK WALLET                 | HCPR |
| 30758 | 2205-0678 | H29257 | BLOOD                      | HCPR |
| 30761 | 2205-0678 | H29258 | GREEN LEAFY                | HCPR |
| 30762 | 2205-0678 | H29260 | VAPE JUICE                 | HCPR |
| 30763 | 2205-0678 | H29259 | BONG                       | HCPR |
| 30781 | 2205-1229 | H29286 | BLOOD                      | HCPR |
| 31170 | 2205-1537 | H29300 | MONGOOSE ORANGE            | HCPR |

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|-------|-----------|--------|--------------------------------|------|
| 30964 | 2206-0521 | H29366 | ATV CARGO BOX                  | HCPR |
| 30962 | 2206-0803 | H29381 | MOTOROLA SMART WITH OTTER      | HCPR |
| 30963 | 2206-0816 | H29382 | DL AND DEBT CARD               | HCPR |
| 31043 | 2206-0869 | H29391 | BLOOD                          | HCPR |
| 31143 | 2206-1088 | H29438 | BACKPACK                       | HCPR |
| 31074 | 2206-1088 | H29429 | 6.36\$                         | HCPR |
| 31136 | 2206-1288 | H29446 | BLOOD                          | HCPR |
| 31137 | 2206-1288 | H29447 | URINE                          | HCPR |
| 31145 | 2206-1544 | H29484 | BLOOD                          | HCPR |
| 31171 | 2206-1570 | H29485 | GRN GENESIS VILLOTTI           | HCPR |
| 31147 | 2207-0048 | H29486 | RED COIN PURSE                 | HCPR |
| 31148 | 2207-0048 | H29487 | 47.00 CASH                     | HCPR |
| 31164 | 2207-0311 | H29505 | BRN WALLET                     | HCPR |
| 31165 | 2207-0311 | H29506 | 201.00\$ CASH                  | HCPR |
| 31150 | 2207-0503 | H29532 | BLOOD                          | HCPR |
| 31178 | 2207-0882 | H29575 | BLK SAMSUNG CELL               | HCPR |
| 31262 | 2207-1147 | H29661 | SILVER RING                    | HCPR |
| 31259 | 2207-1319 | H29677 | DOLLAR BILL WHITE SUBSTANCE FP | HCPR |
| 31558 | 2207-1511 | H29991 | PASSPORT                       | HCPR |
| 31324 | 2208-0340 | H29793 | BLOOD                          | HCPR |
| 31390 | 2208-0707 | H29865 | GUITAR AND CASE WITH STICKERS  | HCPR |
| 31366 | 2208-0828 | H29872 | BLOOD                          | HCPR |
| 31375 | 2208-1028 | H29883 | BLOOD                          | HCPR |
| 31377 | 2208-1028 | H29884 | GREEN LEAFY BUD                | HCPR |
| 31512 | 2208-1325 | H29917 | BLOOD                          | HCPR |
| 32937 | 2208-1853 | H29980 | BLACK TREK WHITE LTRS MARLIN   | HCPR |
| 31625 | 2209-0583 | H30028 | DOLLAR BILL WITH WHITE SUBSTAN | HCPR |
| 31624 | 2209-0583 | H30029 | DOLLAR BILL WHITE SUBSTANCE    | HCPR |
| 31627 | 2209-0583 | H30027 | BLOOD                          | HCPR |
| 31658 | 2209-0786 | H30055 | WALLET BI FOLD                 | HCPR |
| 31754 | 2209-1090 | H30091 | DENTEK KIT W/ INSULIN SAFEKEEP | HCPR |
| 32801 | 2209-1202 | H30127 | BLACK NEXT W/BASIN REC STICKER | HCPR |
| 31679 | 2209-1358 | H30132 | RIDGE WALLET                   | HCPR |
| 31649 | 2209-1448 | H30154 | BLOOD                          | HCPR |
| 31728 | 2209-1448 | H30160 | TASER PRONG                    | HCPR |
| 31738 | 2209-1448 | H30156 | BAG FULL OF BURNT FOIL PARAPHE | HCPR |
| 31736 | 2209-1448 | H30155 | HEROIN                         | HCPR |
| 31737 | 2209-1448 | H30158 | TASER CARTRIDGE                | HCPR |
| 31739 | 2209-1448 | H30157 | GLASS PIPE PARAPHERNALIA       | HCPR |
| 31663 | 2209-1465 | H30162 | PINK BRACELET BEAD NUMBERS     | HCPR |
| 31783 | 2210-0495 | H30292 | CLR WALLET                     | HCPR |
| 31761 | 2210-0580 | H30252 | BLOOD                          | HCPR |
| 31780 | 2210-0602 | H30259 | GLASS JAR PARAPHERNALIA        | HCPR |
| 31779 | 2210-0602 | H30254 | MARIJUANA                      | HCPR |
| 31777 | 2210-0602 | H30258 | PIPE                           | HCPR |
| 31776 | 2210-0602 | H30256 | GRINDERS                       | HCPR |
| 31775 | 2210-0602 | H30253 | MUSHROOMS                      | HCPR |
| 31771 | 2210-0602 | H30257 | SCALE PARAPHERNALIA            | HCPR |
| 31770 | 2210-0602 | H30260 | BLOOD                          | HCPR |
| 31778 | 2210-0602 | H30261 | PARAPHERNALIA                  | HCPR |
| 31774 | 2210-0602 | H30255 | 2 PICKS/SCRAPPERS PARAPHERNALI | HCPR |
| 31781 | 2210-0730 | H30288 | BLOOD                          | HCPR |
| 31782 | 2210-0848 | H30293 | EDGE SUNGLASSES                | HCPR |
| 31832 | 2210-1298 | H30332 | PLAID WALLET ZIPPER            | HCPR |
| 31831 | 2210-1298 | H30330 | LEATHER WALLET BLK             | HCPR |
| 31830 | 2210-1298 | H30331 | THREE FOLD WALLET              | HCPR |
| 31835 | 2210-1298 | H30333 | 72 CENTS                       | HCPR |
| 31834 | 2210-1496 | H30343 | BLOOD                          | HCPR |
| 31850 | 2211-0093 | H30359 | MACU DEBIT                     | HCPR |
| 31926 | 2211-0093 | H30362 | SEVEN DOLLARS                  | HCPR |
| 31854 | 2211-0093 | H30364 | SBLK SAMSUNG                   | HCPR |
| 31853 | 2211-0093 | H30363 | BLUE CELL LG                   | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 31852 | 2211-0093 | H30361 | 2 RINGS                        | HCPR |
| 31851 | 2211-0093 | H30360 | WELLS FARGO DEBIT              | HCPR |
| 31849 | 2211-0093 | H30358 | AMERICAN EXPRESS               | HCPR |
| 31848 | 2211-0093 | H30357 | MACU DEBIT                     | HCPR |
| 31847 | 2211-0093 | H30356 | INSURANCE CARD                 | HCPR |
| 31839 | 2211-0093 | H30365 | SAMSUNG GALAXY PURPLE OTTERBOX | HCPR |
| 31838 | 2211-0093 | H30348 | RED WELLS FARGO                | HCPR |
| 31837 | 2211-0093 | H30366 | CHEVY CAR FOB AND KEY          | HCPR |
| 31836 | 2211-0093 | H30367 | KEYS                           | HCPR |
| 31842 | 2211-0093 | H30351 | UCCU DEBIT CARD                | HCPR |
| 31840 | 2211-0093 | H30349 | RED WELLS FARGO                | HCPR |
| 31841 | 2211-0093 | H30350 | EXPIRED DL                     | HCPR |
| 31843 | 2211-0093 | H30352 | GUSTO DEBIT                    | HCPR |
| 31844 | 2211-0093 | H30353 | BANK OF AMERICA                | HCPR |
| 31845 | 2211-0093 | H30354 | VENMO DEBIT                    | HCPR |
| 31846 | 2211-0093 | H30355 | RED VISA HOTEL CREDIT CARD     | HCPR |
| 31856 | 2211-0239 | H30377 | URINE                          | HCPR |
| 31924 | 2211-0280 | H30382 | KEYS COPPER TREE               | HCPR |
| 31871 | 2211-0331 | H30388 | STRAW PARAPHERNALIA            | HCPR |
| 31862 | 2211-0331 | H30390 | BLOOD                          | HCPR |
| 31863 | 2211-0331 | H30387 | POWDER METH                    | HCPR |
| 31911 | 2211-0405 | H30428 | CO2 HANDGUN                    | HCPR |
| 31912 | 2211-0611 | H30431 | VITAMINS SAFE KEEP             | HCPR |
| 31932 | 2211-0611 | H30432 | BLOOD                          | HCPR |
| 31956 | 2211-0834 | H30453 | BLOOD                          | HCPR |
| 31961 | 2211-0834 | H30452 | METH PIPE                      | HCPR |
| 31955 | 2211-0860 | H30455 | BLOOD                          | HCPR |
| 31962 | 2211-1002 | H30466 | BLOOD                          | HCPR |
| 31964 | 2211-1006 | H30468 | CONTAINER CONE VIAL            | HCPR |
| 31963 | 2211-1006 | H30467 | BLOOD                          | HCPR |
| 31966 | 2211-1075 | H30485 | 50 DOLLAR BILL                 | HCPR |
| 32025 | 2212-1159 | H30554 | METH                           | HCPR |
| 32024 | 2212-1159 | H30554 | PARAPHERNALIA                  | HCPR |
| 32023 | 2212-1159 | H30556 | BLOOD                          | HCPR |
| 32042 | 2301-0086 | H30586 | BLACK DUTY BELT                | HCPR |
| 32044 | 2301-0421 | H30607 | BLOOD                          | HCPR |
| 32113 | 2301-0810 | H30619 | BLOOD                          | HCPR |
| 32160 | 2301-0860 | H30676 | GREEN LEAFY                    | HCPR |
| 32158 | 2301-0860 | H30643 | 2 METHOCARBAMOL                | HCPR |
| 32131 | 2301-0860 | H30642 | XANAX BARS                     | HCPR |
| 32135 | 2301-0860 | H30644 | BONG                           | HCPR |
| 32133 | 2301-0860 | H30639 | GLASSES CASE PARAPHERNALIA     | HCPR |
| 32126 | 2301-0860 | H30637 | SCALE                          | HCPR |
| 32134 | 2301-0860 | H30645 | BONG                           | HCPR |
| 32124 | 2301-0860 | H30636 | TOOTER                         | HCPR |
| 32123 | 2301-0860 | H30638 | METH PIPE                      | HCPR |
| 32122 | 2301-0860 | H30641 | OXYCODONE                      | HCPR |
| 32121 | 2301-0860 | H30634 | TOOTERS                        | HCPR |
| 32112 | 2301-0860 | H30624 | BLOOD                          | HCPR |
| 32120 | 2301-0860 | H30633 | WOOD PIPE PARAPHERNALIA        | HCPR |
| 32119 | 2301-0860 | H30640 | METHOCARBAMOL                  | HCPR |
| 32118 | 2301-0860 | H30628 | BONG GRN CLEAR                 | HCPR |
| 32111 | 2301-0860 | H30623 | BLOOD                          | HCPR |
| 32117 | 2301-0860 | H30646 | BONG CLEAR                     | HCPR |
| 32125 | 2301-0860 | H30647 | FOIL                           | HCPR |
| 32116 | 2301-0943 | H30653 | BLOOD                          | HCPR |
| 32168 | 2301-1032 | H30686 | PAINT BUCKETS GREY             | HCPR |
| 32151 | 2301-1125 | H30679 | BLOOD                          | HCPR |
| 32181 | 2301-1377 | H30715 | BAGGIES                        | HCPR |
| 32171 | 2301-1377 | H30703 | BLOOD                          | HCPR |
| 32180 | 2301-1377 | H30710 | THC ANCIENT GARDEN             | HCPR |
| 32199 | 2301-1377 | H30714 | SMALL BLUE WHITE BONG          | HCPR |

|       |           |        |                                |      |
|-------|-----------|--------|--------------------------------|------|
| 32198 | 2301-1377 | H30722 | PLASTIC CONTAINER              | HCPR |
| 32197 | 2301-1377 | H30717 | RED WHITE NOTEPAD              | HCPR |
| 32196 | 2301-1377 | H30705 | CRYSTAL METH                   | HCPR |
| 32195 | 2301-1377 | H30711 | HEROIN                         | HCPR |
| 32194 | 2301-1377 | H30712 | MUSHROOM POWDER                | HCPR |
| 32193 | 2301-1377 | H30704 | MARIJUANA                      | HCPR |
| 32192 | 2301-1377 | H30721 | RAW MARIJUANA                  | HCPR |
| 32191 | 2301-1377 | H30720 | CLR BAGGIE                     | HCPR |
| 32187 | 2301-1377 | H30708 | SYNTHETIC URINE                | HCPR |
| 32186 | 2301-1377 | H30709 | TIN IN ORANGE BOX              | HCPR |
| 32185 | 2301-1377 | H30713 | GLASS PIPES                    | HCPR |
| 32182 | 2301-1377 | H30707 | SCALE IN BLUE BOX              | HCPR |
| 32183 | 2301-1377 | H30716 | MAGNETIC BLACK BOX EMPTY       | HCPR |
| 32184 | 2301-1377 | H30706 | PLASTIC BAGGIES                | HCPR |
| 32179 | 2301-1377 | H30702 | COOLER                         | HCPR |
| 32265 | 2302-0110 | H30732 | SLEEP BAGS                     | HCPR |
| 32347 | 2302-0426 | H30770 | ROXY GYM BAG                   | HCPR |
| 32341 | 2302-1000 | H30873 | MEXICO PASSPORT                | HCPR |
| 32424 | 2303-0100 | H30925 | BLOOD KIT                      | HCPR |
| 32480 | 2303-0699 | H30962 | BLOOD KIT                      | HCPR |
| 32561 | 2303-0759 | H30975 | OZARK WATER BOTTLE CAN         | HCPR |
| 32799 | 2303-1104 | H31152 | BLACK RAY BANS                 | HCPR |
| 32800 | 2303-1104 | H31152 | RAY BAN CASE                   | HCPR |
| 32575 | 2303-1348 | H31063 | BLOOD                          | HCPR |
| 32694 | 2304-0686 | H31148 | BLOOD                          | HCPR |
| 32732 | 2304-0686 | H31147 | ID CARD                        | HCPR |
| 32788 | 2304-0917 | H31154 | CHILE ID CARD                  | HCPR |
| 32828 | 2305-0060 | H31202 | DOLLAR BILL BINDLE W/DRUGS     | HCPR |
| 32825 | 2305-0060 | H31203 | BLOOD                          | HCPR |
| 32827 | 2305-0060 | H31201 | WHITE POWDER IN BAGGIE         | HCPR |
| 32850 | 2305-0288 | H31234 | ZIP LOCK BAGGIE W/SHROOMS      | HCPR |
| 32851 | 2305-0288 | H31235 | YELLOW VAPE                    | HCPR |
| 32847 | 2305-0288 | H31233 | BLOOD                          | HCPR |
| 32848 | 2305-0341 | H31264 | BLOOD                          | HCPR |
| 32856 | 2305-0560 | H31287 | PARTIAL WHITE                  | HCPR |
| 32857 | 2305-0560 | H31288 | PARTIAL ORANGE PILL            | HCPR |
| 32858 | 2305-0560 | H31284 | GREEN/YELLOW/WHITE PIPE        | HCPR |
| 32859 | 2305-0560 | H31285 | GREEN PUCK                     | HCPR |
| 32860 | 2305-0560 | H31286 | RED/YELLOW PUCK                | HCPR |
| 32863 | 2305-0560 | H31283 | BLOOD                          | HCPR |
| 32865 | 2305-0615 | H31292 | BLOOD                          | HCPR |
| 32993 | 2305-1046 | H31669 | KNIFE                          | HCPR |
| 32889 | 2305-1351 | H31531 | BIRTH CERTIFICATE CARD         | HCPR |
| 32892 | 2305-1398 | H31540 | GLOCK MAGS 2 TAN 1 BLACK       | HCPR |
| 32891 | 2305-1398 | H31539 | REMINGTON, IMI, HORNADAY       | HCPR |
| 32893 | 2305-1423 | H31543 | BLOOD                          | HCPR |
| 32935 | 2305-1494 | H31546 | BLACK & WHITE BIKE RED LETTERS | HCPR |
| 32895 | 2305-1615 | H31565 | BLOOD                          | HCPR |
| 32936 | 2305-1783 | H31578 | SILVER BLUE/PURPLE SCHWINN     | HCPR |
| 32973 | 2306-0559 | H31634 | BLOOD                          | HCPR |
| 32975 | 2306-0568 | H31635 | BLOOD                          | HCPR |
| 33169 | 2306-0960 | H31717 | LIC PLATE W364JY               | HCPR |
| 33208 | 2306-1487 | H31787 | SMALL YOUTH PURPLE/GREEN TREK  | HCPR |
| 33207 | 2306-1666 | H31786 | BLOOD                          | HCPR |
| 33249 | 2307-0963 | H31866 | RED AND BLACK YOUTH BIKE       | HCPR |
| 33315 | 2307-1661 | H31957 | RED/SILVER MNT BIKE            | HCPR |
| 33319 | 2308-0308 | H31981 | TORN/WORE OUT \$1.             | HCPR |
| 33437 | 2308-1039 | H31999 | PINK UCCU                      | HCPR |
| 33443 | 2308-1327 | H32032 | GRAY PLASTIC COVER             | HCPR |
| 33500 | 2309-0041 | H32083 | RED/CREAM CRUISER W/FENDERS    | HCPR |
| 33504 | 2309-0246 | H32109 | RED BLACK & CAMO ROLLING DUFFL | HCPR |
| 33518 | 2309-0517 | H32154 | ORIGAMI \$100 BILL X2          | HCPR |

|       |           |        |                             |      |
|-------|-----------|--------|-----------------------------|------|
| 33565 | 2309-0716 | H32205 | WALLET, ID AND BANK CARD    | HCPR |
| 33566 | 2309-0716 | H32206 | \$18 CASH                   | HCPR |
| 33583 | 2309-1149 | H32228 | BROWN CARHART BIFOLD        | HCPR |
| 33760 | 2311-0322 | H32509 | FOUND WALLET/ NO ID         | HCPR |
| 33860 | 2311-0433 | H32514 | PLASTIC GUN PAINTED BLACK   | HCPR |
| 33965 | 2311-1128 | H32565 | 4 SD CARDS                  | HCPR |
| 34266 | 2312-1271 | H32891 | BLACK IPHONE W/BLACK CASE   | HCPR |
| 35321 | 2405-0200 | 42903  | VAPE CARTRIDGE - TBD        | HCPR |
| 35320 | 2405-0200 | 42902  | 9 VAPES - BOOKED TO DESTROY | HCPR |
| 35504 | 2405-1527 | H33659 | HEROIN                      | HCPR |





# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** Ordinance 2024-22, approving the MTech Annexation and MDA, for property located at approximately 890 West 100 South  
**RESPONSIBLE:** Denna Woodbury  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community Development

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## SUMMARY

Mountainland Technical College (MTECH) is going through the annexation process. The proposed project is located at 800 West 100 South and is adjacent to the new high school on 10.41 acres. Adoption of Ordinance 2024-22 and the MDA is the next step in the process.

The Planning Commission approved a plan review for the MTECH Annexation on June 25, 2024. The City Council held a discussion on the MTECH plan review on August 6, 2024. A Public Hearing to receive input was held on October 1, 2024.

The policy questions include the following:

- Are changes necessary to the proposed development agreement?
- Should Council adopt Ordinance 2024-22, approving Mountainlands Technical College (MTech) Annexation and accompanying development agreement?

## RECOMMENDATION

Staff recommends the City Council discuss the development agreement and adopt Ordinance 2024-22, approving the Mountainlands Technical College (MTech) Annexation and accompanying development agreement.

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## BACKGROUND

G.C. Garcia Inc. has reviewed the application for MTECH Annexation located at 800 West and 100 South.

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The City Council held a Public Hearing for this item on October 1, 2024. The public asked questions regarding the traffic and also expressed how wonderful the MTech programs are. The Council then asked questions regarding the lighting and dark skies' ordinance, elevations, parking, landscaping, trails, wetlands and sensitive lands, and sewer.

The City Council also discussed this item at their August 6, 2024, meeting and directed staff to prepare a Master Development Agreement. The City Council discussed traffic, road infrastructure, and safety. The City Engineer provided additional information regarding the traffic signal.

The Planning Commission heard the item at their meeting held on 6/25/2024. The Planning Commissioners discussed the traffic that this project could generate. The applicant has submitted a Traffic Study. Engineering staff stated that the Traffic Study was sent to UDOT for their review as well. There was a discussion about a stop light going in at this location instead of a previously discussed roundabout. There was also discussion about the parking that is being provided and whether it was sufficient. The Planning Commission asked about alternatives for students to come to the school, such as shuttles and biking facilities. They asked about the busiest time at the school and the number of students at that time. The proposed project is located at 800 West 100 South and is adjacent to the new high school. It is located on 10.41 acres.

Staff has drafted a Master Development Agreement based on input from the Planning Commission, recent discussions with the City Council, and the Engineering Report.

## DISCUSSION

The MDA addresses items relating to the trails, sensitive lands, transportation, sewer storm water, and the Sage Brush Canal. MTech falls under the state's purview and the applicant has stated that this project is a design build. The elevations included in the annexation application are conceptual. The architecture will be responsive to the rural surroundings and incorporate sandstone and metal accents.

The proposed MTECH College campus will serve approximately 1,100 students, with 200–300 students on campus at one time. The campus will serve both high schools and adults. Their programs are typically a year or less to complete. The applicant stated in the Planning Commission meeting that it is the hope that evening classes will be added as the programs expand. This campus will replace the existing MTECH facilities. The conceptual landscape plan shows that the project will provide 200 parking stalls, and shows a future building expansion area of 1.3 acres. During the Planning Commission presentation, the applicant stated that the plans have changed a bit and that the project will provide 280 parking spaces, which meets the required parking. The project meets the code required landscaping. The landscape plan shows trees planted along the streets and roadways.

The City Council has requested that there will be a document provided that is signed that states that there are no wetlands within the project boundaries. The Council has also requested that the project meet the intent of the code, section 18.78 Lighting.

## FISCAL IMPACT

None.

## CONCLUSION

The MTECH annexation will be a benefit to the community. It is consistent with the City's annexation Policy Plan, the Municipal Code, and the City's General Plan, Envision Heber 2050.

## ALTERNATIVES

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

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## POTENTIAL MOTIONS

### Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2024-22, approving the MTech Annexation and MDA** as presented, with the findings and conditions as presented in the conclusion above.

### Alternative 2 - Approve as Amended

I move to **approve Ordinance 2024-22, approving the MTech Annexation and MDA** as amended, as follows.

### Alternative 3 - Continue

I move to **continue Ordinance 2024-22, approving the MTech Annexation and MDA** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

### Alternative 4 - Denial

I move to **deny Ordinance 2024-22, approving the MTech Annexation and MDA** with the following findings.

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## ACCOUNTABILITY

**Department:** Planning  
**Staff member:** Denna Woodbury, Planning Consultant  
Tony Kohler, Community Development Director

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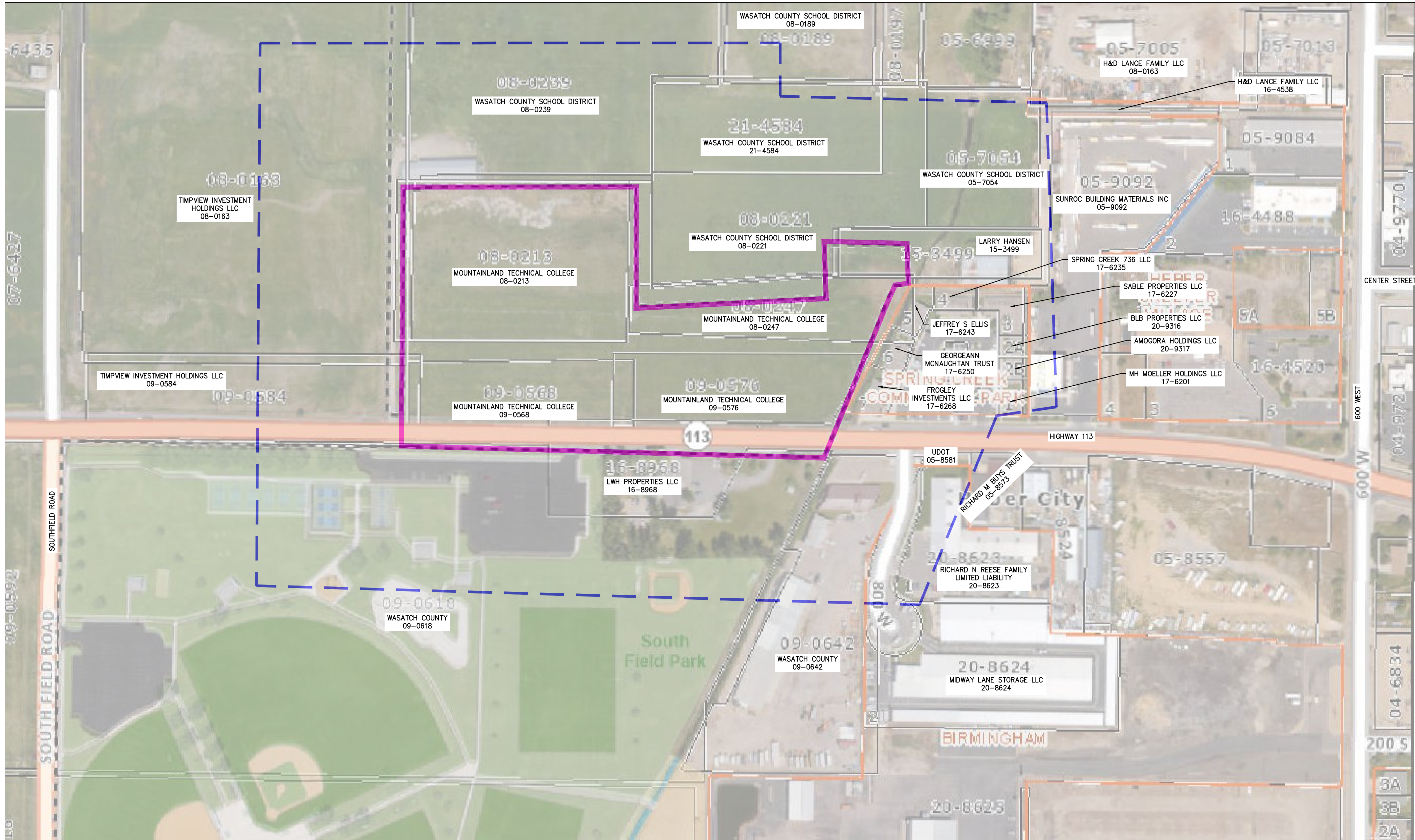
## EXHIBITS

1. Mtech Map
2. 02\_MTECH-CONCEPT-PLAN-with\_LANDSCAPING-21-JUL-2023
3. Combined HS and MTech Site Plan

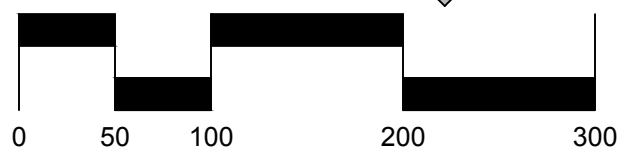
4. exterior renderings
5. 01\_MTECH-ANNEXATION-PLAT-signed-by-Troy-Taylor-11-14-2023
6. Architectural elements
7. MTECH Development Agreement 101524
8. Ord 2024-22



LEGEND  
PROPOSED ANNEXATION BOUNDARY  
300' NOTICING BOUNDARY



THIS DOCUMENT IS INCOMPLETE  
AND IS RELEASED TEMPORARILY  
FOR INTERIM REVIEW ONLY. IT IS  
NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
PAUL D. BERG P.E.  
SERIAL NO. 295595  
DATE: 5 OCT 2023



SCALE: 1"=100'

MOUNTAINLAND TECHNICAL  
COLLEGE ANNEXATION

PROPERTIES WITHIN 300 FEET



|                |                  |       |
|----------------|------------------|-------|
| DESIGN BY: PDB | DATE: 5 OCT 2023 | SHEET |
| DRAWN BY: SW   | REV:             | 1     |

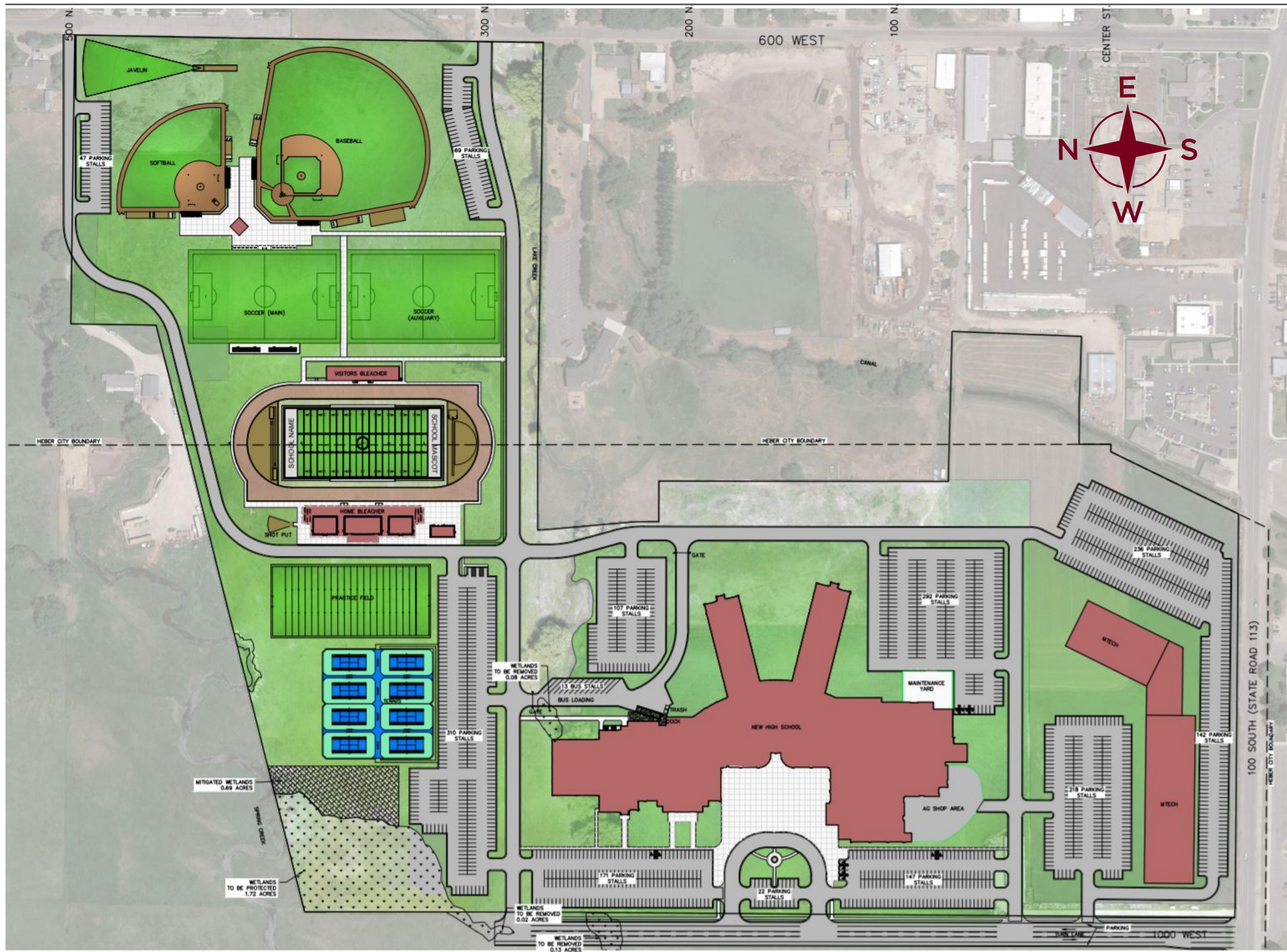












| PARKING | NEW SCHOOL | WHS |
|---------|------------|-----|
| BUS     | 13         | 12  |
| PARKING | 1155       | 874 |
| MTECH   | 596        | --- |

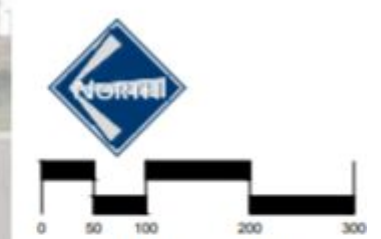
SPORTS FACILITIES NOTE:  
THIS SCHOOL HAS THE SAME SPORTS FACILITIES AS THE CURRENT WASATCH HIGH SCHOOL EXCEPT THAT THIS PLAN HAS 8 TENNIS COURTS WHICH ALLOWS TO HOST LARGER TOURNAMENTS INSTEAD OF 6 COURTS.

MITIGATED WETLANDS  
0.69 AC  
(3X REMOVED WETLANDS)

WETLANDS PER REPORT  
MAY 2020  
0.23 AC (TO BE REMOVED)  
1.72 AC (TO BE PRESERVED)

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AND IS RELEASED TEMPORARILY  
FOR INTERIM REVIEW ONLY. IT IS  
NOT INTENDED FOR CONSTRUCTION  
BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.  
SERIAL NO. 295595  
DATE: 25 JULY 2022



Wasatch County School District  
NEW HIGH SCHOOL  
NEW HIGH SCHOOL WITH MTEC  
CONCEPT PLAN

**BERG ENGINEERING**  
380 E Main St. Suite 204  
Midway, UT 84049  
ph 435.657.9749

DESIGN BY: PDB  
DRAWN BY: DEJ  
DATE: 25 JUL 2022  
REV: 1



exterior renderings



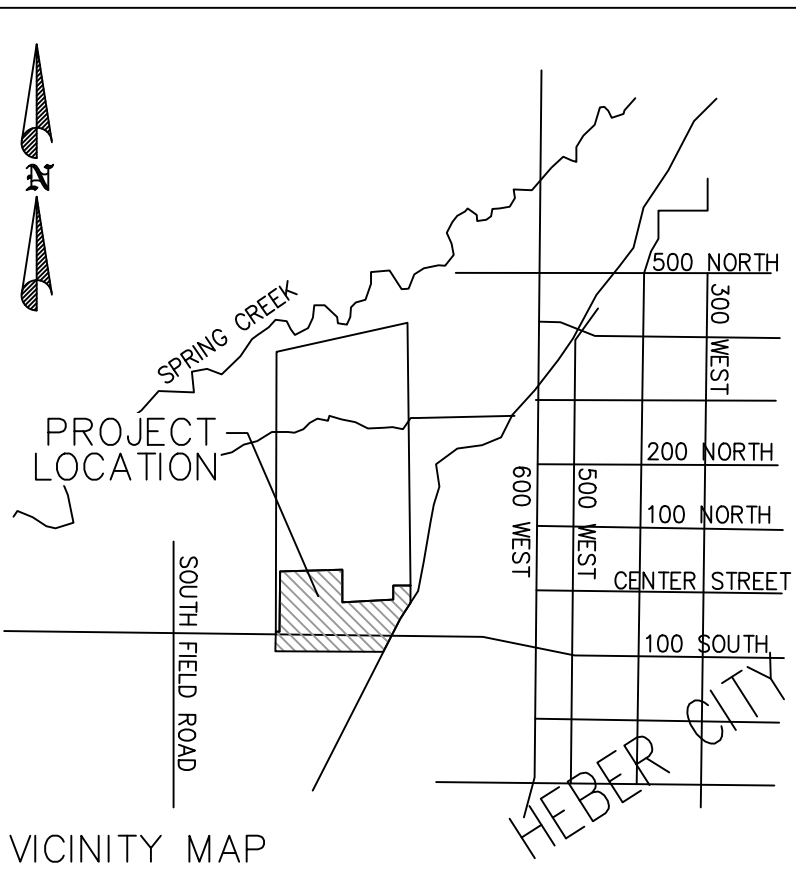
Figure 4.9.1 rendering from the planned roundabout

exterior renderings



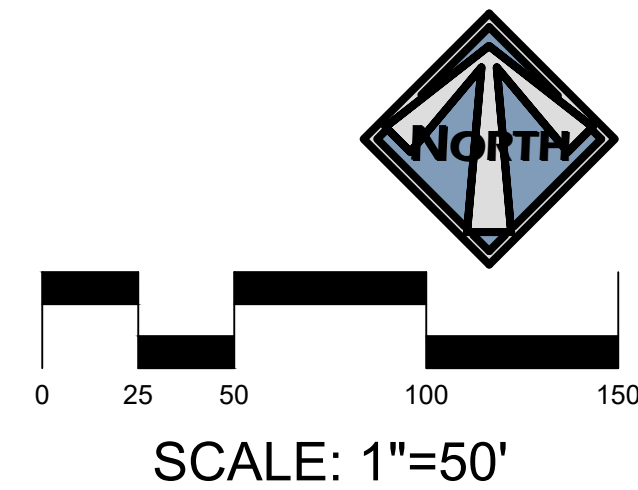
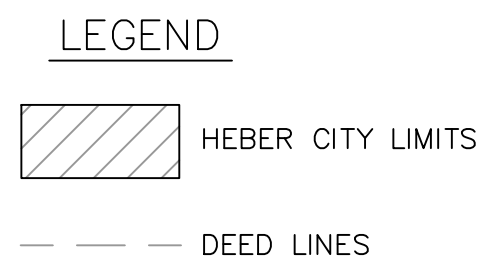
Figure 4.10.1 rendering from the building main entry





MOUNTAINLAND TECHNICAL COLLEGE ANNEXATION

LOCATED IN SOUTH  $\frac{1}{4}$  SECTION 31 TOWNSHIP 3 SOUTH, RANGE 5  
EAST, SALT LAKE BASE & MERIDIAN.



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | DIRECTION   |
| L2         | 29.18' | S87°53'25"E |
| L3         | 34.02' | N87°31'44"E |
| L4         | 4.89'  | N02°26'15"E |

ANNEXATION  
BOUNDARY  
10.41 ACRES

## BASIS OF BEARING

BASIS OF BEARING FOR THIS ALTA SURVEY IS NORTH 89°18'32" EAST BETWEEN THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER AND THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, T3S, R5E, SLB&M, IN CONFORMANCE WITH THE UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE BEARINGS (NAD83).

### BOUNDARY DESCRIPTION

BEGINNING AT A FENCE CORNER ON THE WEST SIDE OF A DIRT LANE, SAID POINT BEING LOCATED SOUTH 89°48'32" WEST ALONG THE SECTION LINE 1757.10 FEET AND SOUTH 134.15 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 87°53'25" EAST 29.18 FEET; THENCE NORTH 00°32'28" EAST 468.41 FEET; THENCE NORTH 87°31'44" EAST 34.02 FEET; THENCE NORTH 02°26'15" EAST 4.89 FEET; THENCE NORTH 89°07'21" EAST 448.67 FEET; THENCE SOUTH 00°23'00" EAST 252.68 FEET; THENCE NORTH 86°57'15" EAST 393.72 FEET; THENCE NORTH 109.50 FEET; THENCE EAST 184.33 FEET; THENCE SOUTH 99.69 FEET; THENCE SOUTH 27°00'08" WEST 385.07 FEET; THENCE NORTH 89°56'42" WEST 921.43 FEET; THENCE NORTH 00°27'39" EAST 83.63 FEET TO THE WEST SIDE OF A DIRT LANE AND A FENCE CORNER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 10.41 ACRES

## COUNTY SURVEYOR

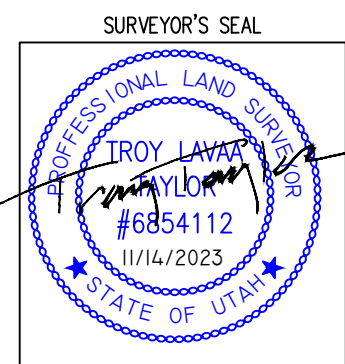
APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF  
OF \_\_\_\_\_, 20\_\_\_\_.

ROS # \_\_\_\_\_

COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6854112 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO HEBER CITY, WASATCH COUNTY, UTAH.



---

SURVEYOR
DATE

## ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT TO BEBER COUNTY, UTAH. THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED OR WILL BE PREPARED IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID BEBER CITY. THAT THE TRACT OF LAND IS TO BE KNOWN AS THE HIGH SCHOOL ANNEXATION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST:  
CITY RECORDER DATE

RECORDED'S SEAL

COUNTY RECORDER

# MOUNTAINLAND TECHNICAL COLLEGE ANNEXATION

DATE:  
5 OCTOBER 2021

DRAWING NO.  
MTECH\_PLAT

SHEET  
1 of 1



### 3.3 architectural elements

OUR GOAL IS TO CREATE AN ARCHITECTURE THAT IS RESPONSIVE TO ITS RURAL SURROUNDINGS AND PROVIDES STUDENTS THE SKILLS TO WORK WITH EMERGING TECHNOLOGIES.



Figure 3.2.1 Exterior rendering of Phase I building from southeast.



#### PITCHED ROOF

Responsive not only to it's local context but also the winter climate at higher altitudes.



#### MINIMAL LANDSCAPING

Utilizing specific vegetation that helps with water conservation, works with the context and allows flexibility when designing public spaces.



#### TORREY BLUFF SANDSTONE

Used through out MTECH's Lehi Campus, this material brings texture and history to future proposals.



#### METAL PANEL

Durable and versatile, metal panel can bring a contemporary style to future proposal.

When recorded return to:

Mountainlands Technical College  
Attn: Kirt Michaelis  
2301 Ashton Blvd.  
Lehi, UT 84043

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

## **DEVELOPMENT AGREEMENT**

### **(Mountainlands Technical College)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Heber City, hereinafter referred to as “City”, and the undersigned as “Developer”, “Owner” or “Developer/Owner”. Developer and the City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.” Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between the Developer and the City involving the same Property and is the entire, complete Agreement between the Parties.

### **RECITALS**

WHEREAS, the Developer is the owner of approximately 10.41 acres of real property described in Exhibit A, located at 890 West 100 South (State Road 113), Heber City, Utah (the “Property”); and

WHEREAS, the Developer has submitted a site plan and conceptual elevations to the City for redevelopment of the site; and

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.*, in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:



1. **Zoning.** The property shall be used and developed consistent with the requirements of the A-2 Agriculture Zone.
2. **Trails.** Prior to development, coordinate with staff on the location of the trail.
3. **Sensitive Lands.** Development within the annexation shall preserve and protect sensitive lands as per Heber City Code, Chapter 18.66 Sensitive Lands.
4. **Transportation.** Property shall be developed consistent with the following:
  - a. **Highway Access.** Development will comply with requirements of the Utah Department of Transportation for access to and improvements along Highway 113.
  - b. **Traffic.** Developer shall complete a Traffic Impact Study (TIS) per City/UDOT Standards prior to development of the property. Development improvements will comply with and implement the recommendations of the Traffic Studies for the development, including:
    - i. 1000 West Street including an 8 ft trail on the east side is anticipated to be constructed by Wasatch School District with the new high school project. If not already in place as anticipated, MTech will construct these improvements along their property frontage including along SR 113.
    - ii. Participate in the construction of a traffic signal or other intersection improvements as permitted by UDOT.
    - iii. Add lanes on all legs of the intersection pursuant to the traffic study and UDOT requirements.
5. **Sewer.** An existing sewer line runs through the property along the existing Sagebrush Canal. The City intends on upsizing and replacing this sewer line in the future. A written easement for the sewer line shall be provided according to the City's standard easement language.
6. **Storm Water.** Development will comply with the requirements of the City's Storm Water Design Manual.
7. **Trails.** The City Parks and Trails Master Plan includes a 10' paved public trail along the Sagebrush Canal. Developer shall dedicate an easement for the trail and construct the trail through the property. Developer shall install other sidewalks and/or trails and connection within the campus.
8. **Sagebrush Canal.** Developer shall obtain approval from the Sagebrush Canal Company for any development plans affecting the canal.
9. **Permitting.**
  - a. Construction of any public infrastructure shall follow the City's standard construction policies and processes. Developer will involve Heber City Engineering in the review of civil engineering drawings for compliance with Heber City Standards and Specifications.

- b. Construction of buildings and other private on-site infrastructure can be completed according to Utah State Code for school projects.
  - c. Developer shall pay all applicable Impact Fees according to proportionate impacts for the project.
10. **Landscaping.** All non-hard surfaced areas shall be landscaped consistent with industry standard/state-wide water conservation methods, such as Heber City's Landscaping Ordinance in Chapter 18.76 of Heber City Code.
11. **Lighting.** All lighting on the site shall be dark-sky complaint as per Chapter 18.78 of Heber City Code.
12. **Conditions of Approval:** The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City unless specifically agreed to otherwise herein.
13. **Acceptance of Improvements:** The City agrees to accept ~~all~~ the dedication of facilities that are identified in Heber City's adopted plans as public facilities, those Property improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that 1) the City's planning and engineering departments review and approve the plans for any Property improvements prior to construction; 2) Developer permits City planning and engineering representatives to inspect upon request any and all of said Property improvements during the course of construction; 3) the Property improvements are inspected by a licensed engineer who certifies that the Property improvements have been constructed in accordance with the approved plans and specifications; 4) Developer has warranted the Property improvements as required by the City planning and engineering departments; and 5) the Property improvements pass a final inspection by the City planning and engineering departments.
14. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.
15. **Default.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual

agreement, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day time period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

16. **Termination.** If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give to the Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. The Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such public meeting, the Developer does not waive any and all remedies available to the Developer at law or in equity.
17. **Remedies.** Either Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either Party against the other Party for any act or failure to act relating to any subject covered by this Agreement (with the exception of actions secured by liens against real property), notwithstanding any other language contained elsewhere in this Agreement. With respect to any dispute arising out of, or relating in any way to, this Agreement or the Property, the Parties agree that: (a) this Agreement shall be governed by Utah law; (b) any claim be instituted and maintained only in the Fourth Judicial District, Wasatch County, State of Utah, to whose exclusive jurisdiction I hereby consent; (c) irrevocably WAIVE MY RIGHT TO A JURY TRIAL except as prohibited by law. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
18. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be

valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.

19. **Time is of the essence.** In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
20. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and the Developer, the Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.
21. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
22. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Developer's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.
23. **Notices.** Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

Heber City Manager  
75 N Main Street



Heber City, UT 84032

Developer

Mountainlands Technical College  
Attn: Kirt Michaelis  
2301 Ashton Blvd.  
Lehi, UT 84043

24. **Insurance and Indemnification.** Developer shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.
25. **Bodily Injury and Property Damage Insurance.** Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.
26. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.
27. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
28. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
29. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

30. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.
31. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 32. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

HEBER CITY:

By: \_\_\_\_\_  
Heidi Franco, Mayor

ATTEST:

\_\_\_\_\_  
Heber City Recorder

DEVELOPER/OWNER, MOUNTAINLANDS TECHNICAL COLLEGE

By: \_\_\_\_\_  
Kirt Michaelis

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF WASATCH        )

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

\_\_\_\_\_  
NOTARY PUBLIC

## Legal Description

### Parcel Numbers:

- 00-0008-0213
- 00-0008-0247
- 00-0009-0568
- 00-0009-0576

### Serial Numbers:

- OWC-0728-0-031-035
- OWC-0731-0-031-035
- OWC-1541-0-006-045
- OWC-1542-0-006-045

## BOUNDARY DESCRIPTION

BEGINNING AT A FENCE CORNER ON THE WEST SIDE OF A DIRT LANE, SAID POINT BEING LOCATED SOUTH 89°48'32" WEST ALONG THE SECTION LINE 1757.10 FEET AND SOUTH 134.15 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 87°53'25" EAST 29.18 FEET; THENCE NORTH 00°32'28" EAST 468.41 FEET; THENCE NORTH 87°31'44" EAST 34.02 FEET; THENCE NORTH 02°26'15" EAST 4.89 FEET; THENCE NORTH 89°07'21" EAST 448.67 FEET; THENCE SOUTH 00°23'00" EAST 252.68 FEET; THENCE NORTH 86°57'15" EAST 393.72 FEET; THENCE NORTH 109.50 FEET; THENCE EAST 184.33 FEET; THENCE SOUTH 99.69 FEET; THENCE SOUTH 27°00'08" WEST 385.07 FEET; THENCE NORTH 89°56'42" WEST 921.43 FEET; THENCE NORTH 00°27'39" EAST 83.63 FEET TO THE WEST SIDE OF A DIRT LANE AND A FENCE CORNER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 10.41 ACRES



**ORDINANCE NO. 2024-22**

**AN ORDINANCE APPROVING THE MOUNTAINLANDS ANNEXATION LOCATED AT APPROXIMATELY 890 WEST 100 SOUTH.**

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, the Mountainlands Annexation is hereby approved.

This Ordinance shall take effect immediately upon approval, but not prior to the execution of the development agreement in Exhibit A.

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

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

APPROVED:

\_\_\_\_\_  
Mayor Heidi Franco

ATTEST:

\_\_\_\_\_  
RECORDER

Date: \_\_\_\_\_

## Exhibit A



## Heber City Council Staff Report

**MEETING DATE:** 10/15/2024

**SUBJECT:** Public Hearing to receive input from the public with respect to (a) the issuance of 2024 Water Revenue Bonds and (b) an potential economic impact that the project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector

**RESPONSIBLE:** Marcus Keller, Crews and Associates

**DEPARTMENT:** Engineering

**STRATEGIC RELEVANCE:**

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### SUMMARY

Heber City is holding a public hearing for their water revenue bonds, not to exceed the following parameters:

Par Amount - \$4,000,000

Term – 32 years

Discount – 98%

Interest Rate – 6 %

The City is currently working with Board of Water Resources to receive committal of loan funds at the December 11th, 2024 Board Meeting. Once committal is received it is anticipated that the City will move forward with issuing the bonds which are projected to be at the following terms: \$3,032,000, 25 years, 0% Interest rate.

### RECOMMENDATION

Staff would recommend moving forward with the Public Hearing and Water Revenue Bonds with BWR.

---

## BACKGROUND

In 2022 the City issued \$14,500,000 of Water Revenue Bonds for the Central Heber City Project. Due to inflation and the rise in construction costs the City needs approximately \$3,567,000 of additional money to finish the Phase 1C of the project. The City has done initial steps of securing subsidized funding by coordinating with the Board of Water Resources for the financing of the Water Revenue Bonds. The BWR staff has authorized \$3,032,000 of bonds at a 0% interest rate over 25 years, which is extremely good in today's interest rate environment. The City will be required to bring cash or in kind contributions to close on the water bonds and will receive committal of funds at the December 11th 2024 Board of Water Resources board meeting.

## DISCUSSION

The financing terms from BWR are very good and will save the City over \$2,000,000 of interest expense over 25 years.

## FISCAL IMPACT

Based on the Historical and Project Coverage the City is legally able to issue the bonds.

## CONCLUSION

It is important the City finish their current plans for Phase 1, because any delays may have significant costs to construction pricing and bids.

## ALTERNATIVES

The City still has the discretion to move forward or stop with the financing after the public hearing.

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## POTENTIAL MOTIONS

No Motion needed.

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## ACCOUNTABILITY

**Department:** Engineering  
**Staff member:**

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## EXHIBITS

1. 10.15.2024 Water Rev Bond Series 2024

## NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on September 3, 2024, the City Council (the “Council”) of Heber City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to the issuance of the Series 2024 Bonds.

### PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 15, 2024, at the hour of 6:00 p.m. at 75 North Main Street Heber, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector. All members of the public are invited to attend and participate.

### PURPOSE FOR ISSUING THE SERIES 2024 BONDS

The Series 2024 Bonds will be issued for the purpose of (a) financing improvements to the Issuer’s water system (the “System”) and all related improvements (collectively, the “Project”), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds.

### REVENUES TO BE PLEDGED

The Series 2024 Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer’s water system (the “System”).

### PARAMETERS OF THE SERIES 2024 BONDS

The Issuer intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Four Million Dollars (\$4,000,000), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed six percent (6%) per annum. The Series 2024 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Second Supplemental Indenture of Trust (together, the “Indenture”) which Indenture was before the Council and in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor or Mayor pro tem; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024 Bonds will not exceed the maximums set forth above.

### OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2024 Bonds, the Issuer currently has \$13,616,000 principal amount of bonds outstanding secured by the net revenues of the System.



## OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport/s/>. For additional information more recent than as of the date of the Financial Report please contact Matt Brower, City Manager at (435) 654-0757.

## TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2024 Bonds, if held until maturity is \$5,598,034.

A copy of the Resolution and the form of the Indenture are on file in the office of the Heber City Recorder, 75 North Main Street, Heber, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 6:00 p.m. Monday through Thursday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Indenture, or the Series 2024 Bonds, or any provision made for the security and payment of the Series 2024 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Heber City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2024 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Heber City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2024 Bonds. If fewer than 20% of the registered voters of Heber City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2024 Bonds without an election.

DATED this September 3, 2024.

/s/ Trina Cooke  
City Recorder



# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** Ordinance 2024-23 adopting a Temporary Zoning Regulation for Short Term Rentals  
**RESPONSIBLE:** Jeremy Cook  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:**

---

## SUMMARY

The Council requested that staff look at ways to improve the Short Term Rental (STR) rules and regulations to address numerous complaints received by the City related to STRs and to allow code enforcement and law enforcement officers to better address issues and concerns related to STRs

## RECOMMENDATION

Staff recommends that the Council adopts changes to the STR ordinance. Numerous parties that own and manage STRs have addressed concerns with some of the proposed changes, such as total number of residents, street parking limits, severity of fines and penalties, noise restrictions, and restriction to detached single family residential.

---

## BACKGROUND

## DISCUSSION

The following are the key issues for the Council to consider:

1. Limit to single family detached residences only
  2. Allowed distance of manager from home - proposed at 20 miles
  3. Hours of prohibited conduct - change for summer v. winter?
  4. Type of prohibited conduct during restricted hours
  5. Street parking, including whether to allow trailers to be parked on streets
  6. Total number of lodgers allowed on the property at any time - proposed at 16
-

7. Total number of overnight occupants - proposed at 16 based on square footage
8. Possible special provisions for larger homes
9. Amount of fines and penalties
- 10 Conditions for revocation of business license.

## FISCAL IMPACT

None

## CONCLUSION

Staff recommends that the Council adopt the temporary STR regulations subject to changes to the key items reflected above.

## ALTERNATIVES

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

---

## POTENTIAL MOTIONS

### Alternative 1 - Approval - Staff Recommended Option

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

### Alternative 2 - Approve as Amended

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

### Alternative 3 - Continue

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

### Alternative 4 - Denial

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

---

## ACCOUNTABILITY

**Department:** Planning  
**Staff member:**

---

## EXHIBITS

1. Short-term Rental Required Notice Final - 4876-6410-3142 - 1

2. Ordinance 2024-23 STR Regulations - 4858-9275-5690 - 1
3. Short Term Rental - Redline with Council comments - 4866-5988-5550 - 1



## **NOTICE OF POTENTIAL FINES AND CRIMINAL PENALTIES**

This property is a registered short term rental property in Heber City. According to Heber City Code, the following conduct is **prohibited** in short term rentals between the hours of 9:00 p.m. and 6:00 a.m. on Sunday, Monday, Tuesday, Wednesday and Thursday, and between the hours of 10:00 p.m. and 6:00 a.m. on Friday and Saturday:

1. The gathering of more than 3 people on any deck, patio or other outdoor area.
2. Consuming alcoholic beverages, smoking or vaping on any deck, patio or other outdoor area that is visible from any neighboring property.
3. Playing music (live or recorded) that can be heard outside of a building or structure.
4. Any yelling, swearing or other excessive noise that can be heard outside of a building or structure.
5. Use of an outdoor hot tub, outdoor pool, or outdoor sauna.

The total overnight occupancy limit for this property is \_\_\_\_\_ people.

**It is also prohibited to have more than sixteen (16) total people on the property at any time,** or to have more than three (3) vehicles associated with the short-term rental parked in the driveway or on any public street.

Please be aware that the Heber City Police Department aggressively enforces these regulations, and each person (including a renter or guest) who violates the regulations will receive a criminal citation and a fine of \$500.00. Please also be aware that Heber City Police Department has authority to enter onto the property to conduct inspections and Heber City Police Department will issue citations for illegal drugs, underage drinking or other criminal violations.

If you have any questions, please contact the Heber City Police Department at 435-654-3040.

Property Owner or Manager Contact Information:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_



## **ORDINANCE 2024-23**

### **AN ORDINANCE ENACTING A TEMPORARY LAND USE REGULATION FOR SHORT TERM RENTALS**

**WHEREAS**, Section 10-9a-504 of the Utah Code permits a municipality, without prior consideration of or recommendation from the municipality's planning commission, to enact an ordinance establishing a temporary land use regulations for any part of a municipality if the legislative body makes a finding of a compelling, countervailing public interest.

**WHEREAS**, Heber City routinely receives complaints related to short term rental including excessive noise, parking violations and other issues.

**WHEREAS**, Heber City has determined that the current regulations related to short term rentals do not adequately address many of the issues or provide for adequate remedies for the Heber City Police Department and Heber City Code Enforcement to address health, safety and welfare issues related short term rentals.

**WHEREAS**, Heber City through the City Council has determined that a compelling, countervailing public interest exists in enacting this temporary land use ordinance related to short term rentals; and

**WHEREAS**, the City Council of Heber City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of Heber City to enact this Temporary Land Use Ordinance as set forth below.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Heber City, Utah, as follows:

SECTION 1. Finding of Compelling Countervailing Public Interest. Pursuant to Section 10-9a-504 of the Utah Code, the City Council finds that due to the significant number of complaints received by the City related to short term rentals, and the disproportionate amount of time and resources required by law enforcement to address issues related to short term rentals, a compelling and countervailing public interest exists to adopt temporary land use regulations changes to the City's regulations related to short term rentals.

SECTION 2. Adoption. Heber City hereby adopts the changes to Chapter 5.26 of the Heber City Municipal Code as set forth in Exhibit A as a temporary land use regulation.

SECTION 3. Duration. This Ordinance shall become effective as set forth below and shall remain in effect for one-hundred eighty (180) days from the effective date unless Heber City modifies the land use regulation or permanently adopts the changes to Chapter 5.26 of the Heber City Municipal Code.

This Ordinance shall take effect immediately upon passage.

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

AYE

NAY

ABSENT

ABSTAIN

Aaron Cheatwood

Michael Johnston

Sid Ostergaard

Scott Phillips

Yvonne Barney

APPROVED:

\_\_\_\_\_  
Mayor Heidi Franco

ATTEST:

Date:

RECORDER

# Exhibit A

|                 |                                          |
|-----------------|------------------------------------------|
| 5.26            | Short Term Rentals                       |
| 5.26.010        | Purpose                                  |
| 5.26.020        | Definitions                              |
| 5.26.030        | Licenses Required                        |
| <u>5.26.035</u> | <u>Rental Conditions and Regulations</u> |
| 5.26.040        | Application Form                         |
| 5.26.050        | Maintenance Of Registry                  |
| 5.26.060        | Non-Transferability                      |
| 5.26.070        | No Property Rights Conferred             |
| 5.26.080        | Denial, Suspension Or Revocation         |

## 5.26.085 Violations and Penalties

### **5.26.010 Purpose**

The purpose of this chapter is to provide a ~~fair~~ process for the licensing and administration of ~~Short Term Rental Licenses~~short term rental licenses in Heber City and to establish rules and regulations related to properties licensed as a short term rental.

### **5.26.020 Definitions**

For the purposes of this Chapter, the following definitions shall apply:

A. ~~“Lodger”~~ means any person who, individually or as part of a group, reserves and resides in a ~~Short-short term Rental.rental..~~

B. ~~Owner Occupied means a dwelling in which the property owner, whether an individual, couple, or principle of an LLC or Trust, as listed on the County records, currently and permanently resides for no less than 6 months of the year.~~

C. ~~“Short Term Rental”~~ means ~~Short-term Rental. The~~the rental of any single family ~~detached~~ residential dwelling, or any portion thereof, for a period of less than 30 days ~~to a single entity or person.~~

D. ~~C.~~ ~~“Room Rental”~~ means the short-~~term~~ rental of a portion of a single ~~family detached~~ residential dwelling that is owner occupied.

E. ~~D.~~ ~~“Home Rental”~~ means the short-~~term~~ rental of an entire ~~single family detached~~ dwelling ~~that is owner occupied.~~

F. ~~Vacation Rental means the short-term rental of an entire dwelling that is not owner occupied.~~

### **5.26.030 Licenses Required**

Short term rentals shall only be permitted in single family detached dwellings. It is unlawful to engage in a ~~Short Term Rental~~short term rental business without first receiving a ~~Business License~~business license from Heber City for the City-short term rental.

### **5.26.035 Rental Conditions and Regulations**

All ~~Short Term Rental Licensees~~short term rental licensees shall comply with the following:

A. ~~Rental owners shall be onsite~~An individual owner of the property or ~~be managed by a rental manager~~shall be located within ~~10~~20 miles of the rental property. Contact information for ~~said the individual owner and~~rental managersmanager shall be on file with the City Business Licensing Department and the Heber City Police Department.

B. Rentals are subject to passing an inspection by the following:

1. Wasatch County Health Department
- ~~2. Wasatch County Fire District~~  
2. Wasatch County Fire District

C. Heber City and its departments maintain the right to inspect any ~~Short-Term Rental~~short term rental for the purpose of determining compliance with ~~State, Local, Health~~state, local, health, and ~~Safety~~safety codes, ~~upon the City's request.~~

~~D. Modifications to buildings that include, but are not limited to, remodels, basement finishes, pools, and accessory buildings, require a building permit~~compliance with this Chapter 5.26.

~~E~~

~~D.~~ Exterior signs associated with rentals are prohibited.

~~F~~

~~E.~~ The following shall be posted in a conspicuous place inside the dwelling:

1. Heber City ~~Business License~~

~~2. Fire Notice of Potential Fines and Health Department certifications~~Criminal Penalties.

~~3. Rental Manager~~2. Contact information for the homeowner or rental manager.

- ~~4. Occupancy~~3. Overnight occupancy limit.

~~F. 5. Parking plan~~

~~6. Summary of Quiet Hours and Noise Restrictions as outlined in Section 9.22.020.~~

~~G. Commercial activities are prohibited. The following conduct is prohibited in short term rentals between the hours of 10:00 p.m. and 6:00 a.m. on Sunday, Monday, Tuesday, Wednesday and Thursday, and between the hours of 11:00 p.m. and 6:00 a.m. on Friday and Saturday:~~

~~1. The gathering of more than 4 people on any deck, patio or other outdoor area.~~

~~2. Consuming alcoholic beverages, smoking or vaping on any deck, patio or other outdoor area that is visible from any neighboring property.~~

~~3. Playing music (live or recorded) that can be heard outside of the residence.~~

~~4. Any yelling, swearing or other excessive noise that can be heard outside of the residence.~~



5. Use of an outdoor hot tub, outdoor pool, or outdoor sauna.

G.

~~H. Recreational Vehicles, Campers~~ vehicles, campers, or other travel trailers are prohibited. associated with the short term rental are not allowed to be parked on any public street or allowed to be occupied during the short term rental.

H. I. Tents or other temporary structures intended for sleeping are prohibited.

J

I. No commercial filming or commercial events are allowed at a short term rental.

I. Room Rental. Room Rentals are ~~permitted in any single family detached residential dwelling so long as the following provisions have been met.~~ subject to the following additional regulations:

1. Room Rentals are limited to no more than one reservation at a single time.

~~2. Room Rentals are limited to no more than two bedrooms in the dwelling.~~

~~23.~~ Property owners shall be present during the hours of 10 ~~PMP.m.~~ AMa.m. – 7 for the entirety of the reservation period.

4. Lodgers shall be limited to no more than ~~one vehicle~~ two vehicles.

~~5. Lodgers shall not park on the street. All cars shall be located in a garage, driveway, or permitted parking area.~~

~~6. Owner Occupied Accessory Apartments are considered a Room Rental and shall comply with these provisions. Occupancy of the apartment is as permitted in Section 18.108.110.~~

K

J. Home Rental. Home Rentals are ~~permitted in any single family detached residential dwelling so long as the follow provisions have been met.~~ subject to the following additional regulations:

1. The entire dwelling shall be rented with a single reservation. ~~Occupancy shall not exceed that of a Family as defined in Section 18.08.200, or 8 individuals, whichever is more.~~

~~2. Lodgers shall not park on the street. All cars shall be located in a garage, driveway, or permitted parking area.~~

~~3. Lodgers shall be limited to no more than 4 cars, based upon off street parking availability.~~

~~L. Vacation Rental.~~ Vacation Rentals are ~~permitted in any single family detached residential dwelling so long as the following provisions have been met.~~

~~1.2.~~ The ~~entire dwelling shall be rented with a single reservation.~~ Occupancyovernight occupancy shall be limited to 1 lodger per 200 square feet of livable area, not to exceed ~~12~~ 16 lodgers.

~~2. Lodgers shall not park on the street. Garages shall be clear and available to patrons for parking. All cars shall be located in a garage, driveway, or permitted parking area.~~

~~3.3. The total number of people present on the property at any time shall not exceed 16 individuals.~~

~~4. Lodgers shall be limited to no more than 4 cars, based upon off street parking availability. No vehicles associated with the short term rental shall be parked on a public street.~~

~~4. The following~~5. Any accessory dwelling unit that is occupied shall be ~~posted on~~included in the ~~exterior of the property:~~

~~a. Property Manager name, phone~~total ~~number, address, and email address~~

~~b. Business License of lodgers number.~~

### **5.26.040 Application Form**

The Licensing Officer shall provide a standard Application Form for Short Term Rental Licenses. Each Application Form shall require the following information, documentation, and fee:

A. Review of Written Disclosures. An affirmation that the Applicant has received and reviewed the disclosure information required by this Chapter.

B. Contact Information. ~~1. Applicant's name, telephone number, home address, mailing address, and email address. 2. Applicant's business name, telephone number, business address, mailing address, and email address.~~

1. The name, telephone number, home address, mailing address, and email address of an individual who is the designated person on the application.

2. The business name, telephone number, business address, mailing address, and email address of the applicant, if applicable.

C. Proof of Identity. An in-person verification by the Licensing Officer of the Applicant's ~~true~~ identity by use of any of the following which bear a photograph of said Applicant:

1. A valid driver's license issued by any State;
2. A valid passport issued by the United States;
3. A valid identification card issued by any State; and
4. A valid identification issued by a branch of the United States military.

Upon verification of identity, the original identification submitted to establish Proof of Identity shall be returned to the Applicant.

D. Rental Manager Information

1. Manager name
2. Managing company name
3. Manager contact address, phone number, and email

E. Proof of Registration with Department of Commerce. The Applicant shall provide proof that either the Applicant, or the Responsible Person or Entity, has registered with the Utah State Department of Commerce.

F. Properties list. A list of all Short-Term Rental properties owned and/or operated by the business, including address and parcel ~~id~~identification number.

**FG.** Site and Floor Plans. A site plan and floorplan including the following shall be required for each property listed under the license. ~~1. Layout of property 2. Designated~~

~~parking areas. 3. Floor plan of building with area in square feet that will be used for short-term rentals.~~

1. Layout of property

2. Designated parking areas.

3. Floor plan of building with area in square feet that will be used for short-term rentals.~~G~~

~~H.~~ H. Fee. The Applicant shall pay such fees as determined applicable by the City, ~~which shall not exceed the reasonable cost of processing the application and issuing the Certificate and/or Identification Badge.~~ Refer to the Consolidated Fee Schedule for current fees.

~~H.I.~~ I. Execution of Application. The Applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful and accurate.

### **5.26.050 Maintenance Of Registry**

All Short Term Rentals shall maintain a register of lodgers and individual bookings. This register shall be available to the City or Police Department upon written request.

### **5.26.060 Non-Transferability**

Short Term Rental Licenses are non-transferable between property owners or business owners. Upon the change of business or property ownership, a new license will be required.

### **5.26.070 No Property Rights Conferred**

Short ~~Term Rental Licenses~~term rental licenses shall not be construed as providing property right or vested interests and entitlements in continued operation of a short term rental. Short ~~Term Rental~~Short Term Rental Licensesterm rental licenses are revocable licenses which expire annually. Short ~~Term Rental Licenses~~term rental licenses shall not run with the land.

### **5.26.080 Denial, Suspension Or Revocation**

A. Denial. The City shall deny a Short Term Rental application for the following reasons:

1. The application is not complete or does not comply with the requirements of this chapter.

2. The property is in violation of provisions of this ~~chapter~~Chapter or any other ~~Title, Chapter, or Section~~section of the Heber City Municipal Code.

3. The applicant has any licenses that are currently suspended or revoked.

B. Suspension or Revocation. ~~The~~In addition to any fines and penalties, the City may either suspend or revoke a Short Term ~~Renal~~Rental License ~~when any of the reasons~~

~~warranting the denial of an application occurs.~~ The process for suspension and revocation are as follows:

1. Suspension. Short Term Rental Licenses ~~will~~may be suspended upon the second instance of violation of this ~~chapter~~Chapter, or any other Title, Chapter, or Section of the Heber City Municipal Code, ~~or failure to resolve any violation within the required time~~any twelve-month period. Suspensions shall be ~~for~~a minimum period of 3 months or until the violation is resolved, whichever is greater, ~~but not to exceed 6 months.~~

2. Revocation. Short Term Rental Licenses ~~will~~may be revoked ~~if the property is utilized as a short term rental during a suspension period, or~~ upon the third instance of violation of this ~~chapter~~Chapter or any other Title, Chapter, or Section of the Heber City Municipal Code, ~~or upon failure to resolve any violation during the suspension period, notwithstanding the number of instances of the violation during a twelve month period.~~ Revoked Short Term Rental Licenses will become null and void and require a new application. ~~Applicant's~~Applicants with a revoked license may not apply for a new business license for a period of ~~6~~12 months following the revocation of their license or until the violation has been resolved, whichever is greater.

C. Notice of Denial, Suspension, or Revocation. Upon determination of the Licensing Officer to deny an Applicant's Completed Application, suspend a current Short Term Rental License, or revoke a current Short Term Rental License, the City shall cause written notice to be sent to the Applicant or Registered Manager ~~by~~at the ~~method indicated~~address provided in the ~~Completed Application~~application. The Notice shall specify the grounds for the denial, suspension, or revocation, and the documentation or information the City relied on to make the decision.

## **5.26.085 Violations And Penalties**

Without limiting any other penalties or remedies available under this code or other applicable law, the following penalties shall apply to violation of this chapter:

A. Operation of a property in the city for short term rental purposes without a short-term rental business license shall be a violation of this title punishable as a Class "C" misdemeanor and a fine up to \$750 as provided in Utah Code Title 76, Chapter 3, as amended. Each day that any violation continues after notification by Heber City that such violation exists shall be considered a separate offense for purposes of the applicable penalties and remedies.

B. For noncompliance with this chapter of a licensed short term rental property, the issuing officer may issue a written citation to the property owner and any person violating any provision of this chapter, specifying the violation and the penalty to be imposed for such violation. Except as otherwise provided in this chapter, the penalty for violation of this chapter shall be as follows:

1. The first violation within any 12 month period shall be punishable as an infraction with a fine not exceeding \$500;

2. The second violation within any 12 month period shall be punishable as a Class "C" misdemeanor with a fine not exceeding \$750;

3. Each subsequent violation within any 12 month period shall be punishable as a Class "B" misdemeanor with a fine not exceeding \$1,000.





# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** Atlas Cell Tower Lease Agreement Proposal  
**RESPONSIBLE:** J. Mark Smedley  
**DEPARTMENT:** Administrative  
**STRATEGIC RELEVANCE:**

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## SUMMARY

It is proposed that a conditional lease agreement be entered with Atlas Corporation to place a 65' cell tower on the city property containing a city water tank.

If said Lease Agreement is approved by the City Council, Atlas Tower 1, LLC, (Atlas) will become the Lessee, with standing to initiate a zone change application seeking approval for placement of its said tower, subject to a Master Development Agreement.

## RECOMMENDATION

The Council reviews and approves the proposed Conditional Lease Agreement.

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## BACKGROUND

Atlas desires to place its 65-foot cell tower on a city-owned lot, which is also the location of a city water tank. This proposed cell tower would house at least one anchor cell provider, anticipating attracting up to two other cell service providers.

Tenant shall pay an initial \$150,000.00 payment, and thereafter, the proposed monthly lease term which includes a minimum of one anchor cell service provider is \$800.00. Each additional Anchor Tenant will generate an additional \$500.00 per month. As indicated, if the Tower attracts a total of three cell service providers, the monthly income to the City will be \$1,800.00. This rate is competitive throughout the State of Utah. The highest monthly rental rate in Utah over the past two years has consistently hovered at \$1,500.00.

Generally, there are two ways that cell towers are proposed to municipalities.

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Most often, cell service providers will solicit cities directly, offering to build and install their own towers. While initially, these direct proposals from cell service providers offer competitive monthly lease rates, because they own the towers, they discourage other cell service providers from sharing space on their tower. Legally, they are required to do so, but it is not openly solicited, and additional tenant placement on the anchor tenant's tower is often less than ideal. This can result in restricted monthly revenue to the City, and smaller offerings by other service providers, and less powerful service.

Alternatively, companies, not affiliated with carriers that build towers, act as brokers to all service providers, which in turn creates competitive cell service and esthetics and more equal placement on the towers. As a result, the monthly revenue can be as much or more than the individual cell service provider towers. With several providers sharing similar heights to broker towers, the service is better and more consistent. In this proposal, Mtn. West, affiliated with Atlas, is the builder of the Tower, a non-service provider company. While service provider-owned towers may offer a slightly higher rate, a few hundred a month more, that carrier will make it harder for other carriers to climb on their towers. Often, an anchor carrier restricts the height of other carriers on their tower.

It is anticipated that if the lease is approved, Atlas will apply to the City for a height change to 65 feet (*current height is 30 feet*), for their tower, with the hope that at least two carriers, and potentially three, will desire space on this proposed tower if the tower height is increased. The thought is that when cell provider carriers become aware of the execution of the proposed lease, this site will be a popular location.

The Lease is conditioned upon approval of the Planning and Engineering Departments and all requirements of new zoning requirements or a new zone allowing for increased height of a tower. The City will be reviewing the final design and will have the option not to commence the lease if the City disagrees with the Tower design.

The proposed Tower would be located just off Valley Hills Blvd., (see Google Maps depiction and sim pictures associated with the Exhibits of the proposed Lease). The premises for the tower will be 50 x 50 feet, measuring 2500 sq. feet, anywhere within the red triangle represented in said Google Map.

The proposed project would be a 65-foot Monopine Tower, fairly visible to the public given the elevated location at approximately 1600 North Valley Hills Blvd. There are different options for the esthetics of the tower. If approved, the installation time for the Tower would be between 3 and 5 months from the approval date from Planning and Engineering, depending on the season.

## DISCUSSION

See above.

## FISCAL IMPACT

No direct negative impact, liability, or risk to Heber City.

## CONCLUSION

Staff recommends approval of the proposed lease. After that, the Planning Department will look for an application from Atlas for a Zone revision or change regarding the height change of cell towers located in the City.

## ALTERNATIVES

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

## POTENTIAL MOTIONS

### Alternative 1 - Approval - Staff Recommended Option

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

### Alternative 2 - Approve as Amended

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

### Alternative 3 - Continue

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

### Alternative 4 - Denial

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

---

## ACCOUNTABILITY

**Department:** Administrative  
**Staff member:** J. Mark Smedley, Asst. City Manager

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## EXHIBITS

1. Heber Hill\_Photo Sims\_65-ft\_01.04.24 (002)
2. Heber Hill Ground Lease City with buydown (005) Clean Staff Report Version 10.10.24
3. Valley Hills Water Tank Final Plat



USA • INTERNATIONAL

**SITE NAME: HEBER HILL**  
**PROPOSED 65' MONOPINE TOWER**  
VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
(WASATCH COUNTY)



## EXISTING VIEW: LOCATION 1

**ATLAS  
TOWER**

USA • INTERNATIONAL

SITE #:  
SITE NAME: HEBER HILL  
ADDRESS: VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
COUNTY: WASATCH

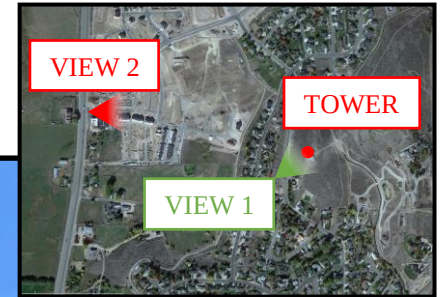


PHOTO RENDERED BY TOWER ENGINEERING PROFESSIONALS, INC.

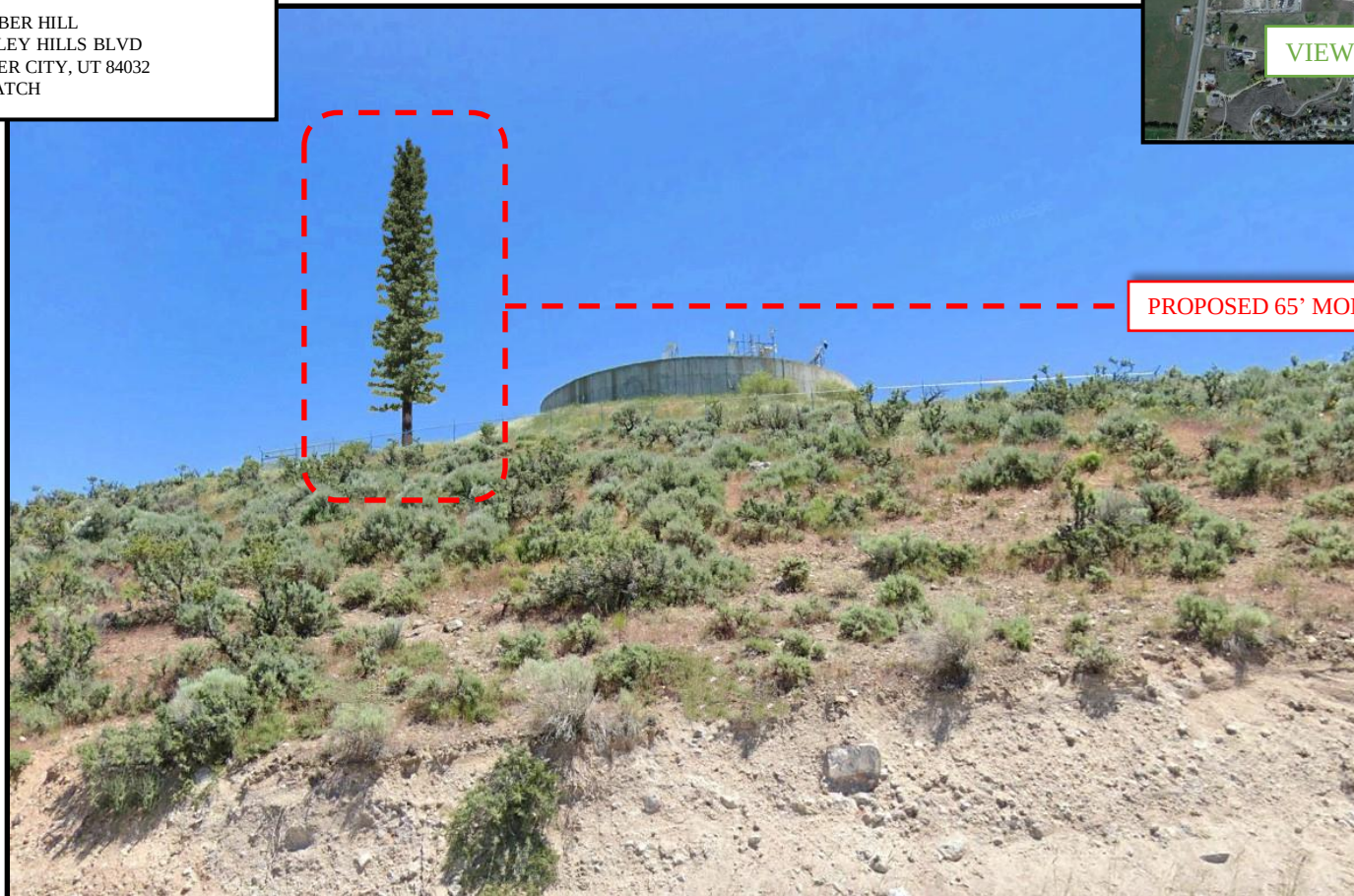
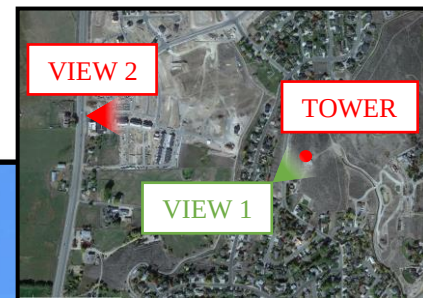


## PROPOSED VIEW: LOCATION 1

**ATLAS  
TOWER**

USA • INTERNATIONAL

SITE #:  
SITE NAME: HEBER HILL  
ADDRESS: VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
COUNTY: WASATCH



PROPOSED 65' MONOPINE TOWER

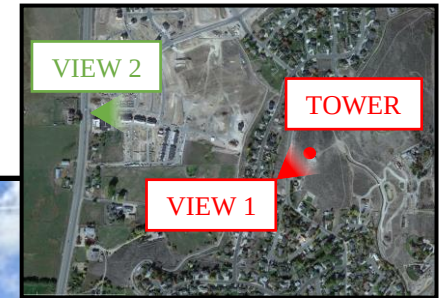


## EXISTING VIEW: LOCATION 2

**ATLAS  
TOWER**

USA • INTERNATIONAL

SITE #:  
SITE NAME: HEBER HILL  
ADDRESS: VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
COUNTY: WASATCH



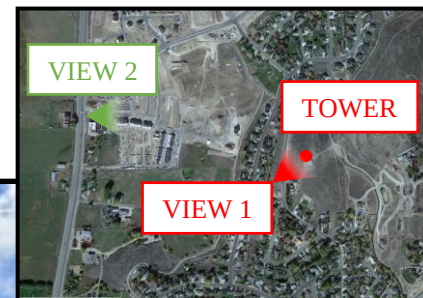


## PROPOSED VIEW: LOCATION 2

**ATLAS  
TOWER**

USA • INTERNATIONAL

SITE #:  
SITE NAME: HEBER HILL  
ADDRESS: VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
COUNTY: WASATCH



**LANDLORD:**

HEBER CITY CORPORATION  
75 N MAIN ST  
HEBER CITY, UT 84032  
Landlord E-mail: tkohler@heberut.gov  
Landlord Phone #: 435-657-7900

**TENANT:**

Atlas Tower 1, LLC  
2500 30<sup>th</sup> Street, Suite 304  
Boulder, CO 80301

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease") is made upon the date of the last signee by and between, Heber City Corporation, a Utah municipality (the "**Landlord**"), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the "**Tenant**"), whose address is 2500 30<sup>th</sup> Street, Suite 304, Boulder, CO 80301.

**WHEREAS**, the Landlord owns certain real property that is designated as parcel number 00-0021-0538 that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

**WHEREAS**, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2** (the "**Premises**").

**NOW THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

**1. RIGHT TO LEASE.**

- (a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as depicted on the attached **Exhibit 2** (collectively, the "**Premises**"). The exact location of the Premises shall be determined by the Landlord, provided that the Premises is located within the red shaded area shown on the attached Exhibit 2 or in a location that is otherwise acceptable to Tenant.
- (b) From and after the date of this Agreement as set forth above, and for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant acknowledges that Landlord may have underground facilities within the Premises, and Tenant shall coordinate with Landlord prior to any drilling or boring to determine the exact location of underground facilities. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the area being leased to Tenant ("**Premises**"), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site. The Initial Testing Period shall run from and after the date of this Agreement for a period of twelve (12) months, commencing on the date of full execution of this Lease.

Tenant will be allowed to conduct all testing activities that do not entail digging into the ground on the entirety of the premises.

- (c) During the Initial Testing Period and any mutually agreed upon extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Tenant must notify Landlord in writing of the commencement of the Initial Term prior to any construction activity.

- 2. **TERM.** This Lease shall commence (the “**Commencement Date**”) upon Tenant sending a written Request for Commencement of Lease (the “**Lease Commencement Request**”) to Landlord and Landlord acknowledging in writing acceptance and approval of the Lease Commencement Request, which acceptance and approval may be withheld by Landlord for any reason. If the Lease Commencement Request is not received by Landlord prior to December 31, 2026, this Lease shall terminate. Unless extended or sooner terminated as herein provided, the term shall be for a period of 240 Months following the Commencement Date (“**Initial Term**”). Upon the Commencement Date, Tenant shall provide initial Rent payment to Landlord within forty-five days and Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant’s accounting and payment system.

- 3. **RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Eight Hundred Dollars (\$800.00) and a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000.00) (“**Rent**”) for the initial national broadband mobile network carrier to install equipment on the Communications Facility (“**Anchor Tenant**”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Tenant shall also pay to Landlord Five Hundred Dollars (\$500.00) (“**Additional Rent**”) for each additional national broadband mobile network carrier to install equipment on the Communications Facility (“**Additional Tenants**”), as shown by the payment schedule below. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion.. On every year anniversary from Commencement Date the Rent shall increase by two percent (2 %) over the previous years’ Rent amount.

Anchor Tenant: \$800.00/month

Anchor Tenant plus one Additional Tenant: \$800.00 plus \$500.00/ month

Anchor Tenant plus two Additional Tenants: \$800.00 plus \$1,000.00/month

Anchor Tenant plus three Additional Tenants: \$800.00 plus \$1,500.00/month

#### 4. **TAXES.**

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sub lessees (“**Communications Facility**”). Tenant acknowledges that Landlord is a governmental entity and not subject to property taxes, but privilege taxes or other taxes may be applicable due to Tenant’s use of the property, including, but not limited to, taxes under Utah Code Ann. § 59-4-101. Tenant agrees to pay all taxes, fees or other assessment due and owing as a result of Tenant’s use of the Premises. If the Property is transferred to a non-governmental entity, Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord’s behalf from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any



applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices received by Landlord relating to the Communications Facility within 10 days of receipt by Landlord. If Landlord fails to provide Tenant with such notices within the required timeframe, Tenant shall be relieved of any responsibility to pay such taxes and Landlord waives any claims or rights to seek payment from Tenant relating to such assessments.

**5. USE.**

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining a radio and communications tower, using a site-specific design, approved by the City, including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, equipment buildings and related equipment specific to the City approved cell tower. The City shall have a limited right to terminate this agreement upon the issuance of zoning approval for a period of Thirty (30) days. This limited right of termination shall not apply to objections related to business terms, but may only be exercised if City and Tenant cannot agree on design and engineering specifications. Upon written approval by the City, Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Within the specific defined location upon the Premises, Tenant shall have the right to install communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may encroach upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Upon written approval from the City's Public Works Department, Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment associated with the Tower, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord, provided that Tenant shall remove all equipment and facilities on the Property prior to the effective date of the termination, and Tenant shall pay one-time termination fee of ten thousand dollars (\$10,000).

- 6. PERMITS AND APPROVALS.** Tenant acknowledges that Landlord is a Utah municipal with zoning and land use jurisdiction over the Property. Nothing in this Agreement shall be construed to waive any requirement for Tenant to obtain land use approval, exempt Tenant from any zoning, permit or land use requirements or regulations of Heber City, or provide any approval of Heber City to construct any improvements on the Premises. In no event shall Heber City's denial of any permit or application be construed as a breach of this Agreement or create any liability under the terms of this Agreement.

- 7. ACCESS AND UTILITIES.** To the extent that it is legal, and that Landlord has the right to allow the same, Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and, to the extent that it is legal, and that

Landlord has the right to allow the same, underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.

8. **EQUIPMENT AND FIXTURES.** All improvements, equipment or other property attached to or otherwise brought onto the Premises by Tenant shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, no-trespassing signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Tenant shall not construct any fencing around the Premises unless Tenant provides Landlord with access through the fencing and the fencing does not unreasonably interfere with the landlord's water tank or other facilities. At any time during the term of this Lease Agreement, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises. Within sixty days (60) after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, fixtures, signs, and personal property from the Premises. Tenant shall only be allowed to erect / install signs that are required by Federal, State, or Local law.
9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord, so long as said person or entity has financial assets equal to or greater than Tenant, and said person or entity has the resources and experience to successfully run a Wireless Telecommunication Facility. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord.

#### 10. WARRANTIES AND REPRESENTATIONS.

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

- (c) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
  - (d) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid easements. Tenant shall be responsible to pay the cost to install any utilities to service the Premises.
  - (e) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided.
  - (f) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
  - (g) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.
- 10. HOLD OVER TENANCY.** Should Tenant or any assignee, sub lessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.
- 11. INDEMNITIES.** The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.
- 12. INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$2,000,000. The insurance coverage provided for herein

may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

- 13. INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any of the Property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.
- 14. ASSIGNMENT OF RENTAL PROCEEDS.** The City shall not sell the rental stream of this Agreement separate from the entirety of the Property, without written consent from Tenant.
- 15. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the area being leased to Tenant ("Premises") and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site.
- 16. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
- 17. CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant.
- 18. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
- 19. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

**20. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

**21. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

**LANDLORD:**  
HEBER CITY  
c/o City Recorder  
75 N MAIN ST  
HEBER CITY, UT 84032

**TENANT:**  
Atlas Tower 1, LLC  
2500 30<sup>th</sup> Street, Suite 304  
Boulder, CO 80301

**22. MISCELLANEOUS.**

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

This Agreement and performance hereunder shall be deemed to have been made in, shall be governed by, and construed in accordance with the laws of the State of Utah. Venue for any action to enforce the provisions of this Agreement shall be solely in the Fourth Judicial District Court in and for Wasatch County, Utah.

- (e) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (f) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (g) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (h) Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.



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SIGNATURES BEGIN ON NEXT PAGE]**

***IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.***

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**LANDLORD:**

**HEBER CITY CORPORATION**

\_\_\_\_\_  
Heidi Franco, Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TENANT:**

**ATLAS TOWER 1, LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

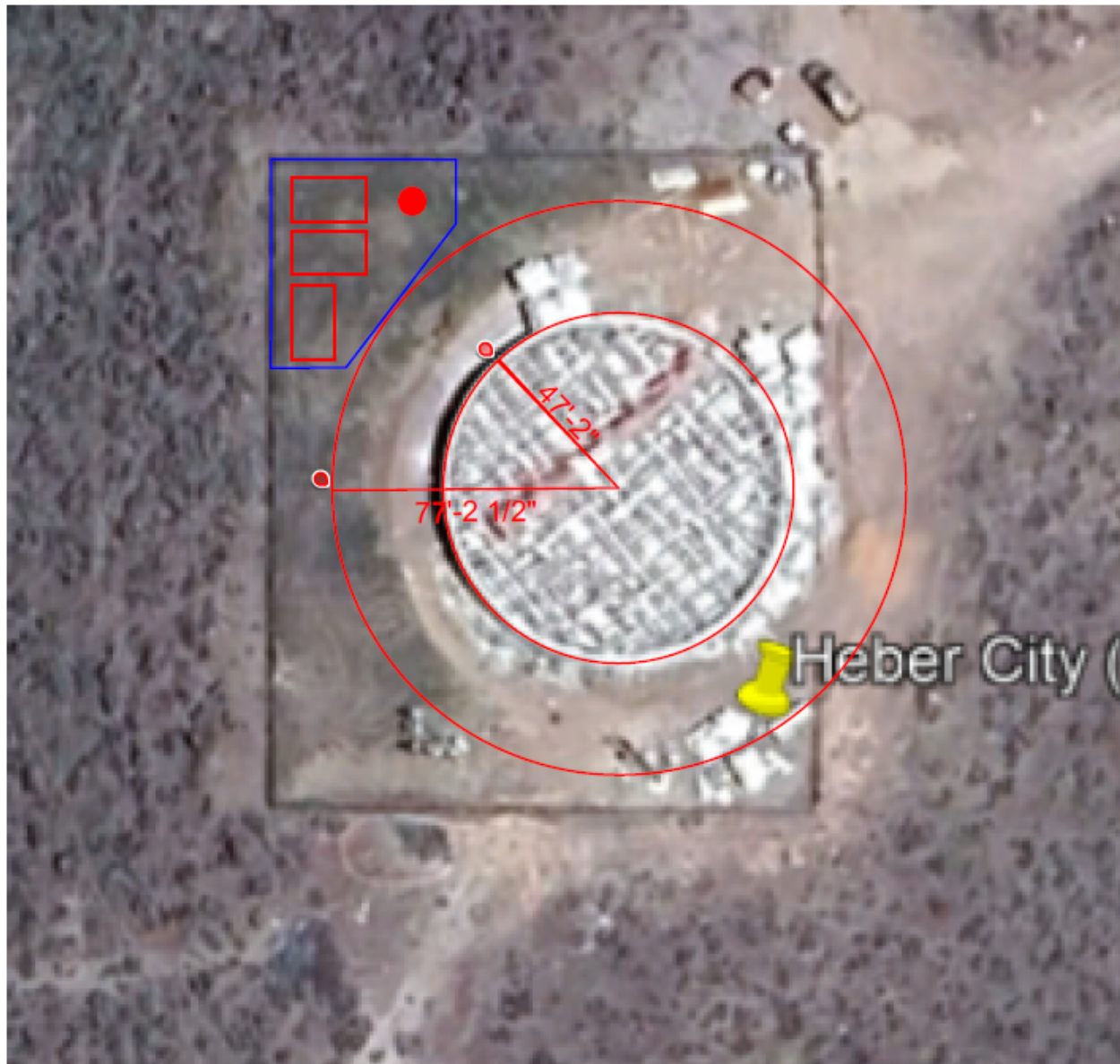
Title: \_\_\_\_\_

**EXHIBIT 1**  
**Description of Parent Tract**

**Real property with parcel number 00-0021-0538 and an assessor legal description of WATER TANK PARCEL. AREA: 0.57 ACRES .**

**EXHIBIT 2**

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description provided by Tenant when available. The Premises may be located anywhere within the red shaded space depicted below



**EXHIBIT 3**

**Memorandum of Lease Agreement attached hereto on subsequent pages.**



Return to:  
Atlas Tower 1, LLC  
2500 30th Street, Suite 304  
Boulder, CO 80301

## **MEMORANDUM OF LEASE AGREEMENT**

This Memorandum of Lease evidences a Lease (“Lease”) is between, Heber City Corporation, a Utah municipality (the “Landlord”), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the “Tenant”), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month following site construction completion (the “Commencement Date”), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the “Premises”), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [an initial] term of 240 months with Five 5-year Extensions. A copy of the Lease may be obtained by contacting the Heber City Recorder at the address above.

The Lease restricts Landlord’s ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;

Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,

Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

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SIGNATURES BEGIN ON NEXT TWO PAGES]**

Tower Name: Heber Hill - HEBER CITY

***IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.***

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**LANDLORD:**

**HEBER CITY CORPORATION**

\_\_\_\_\_  
Heidi Franco, Mayor

State of Utah

County of Wasatch

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared to me \_\_\_\_\_  
\_\_\_\_\_ known (or proved to me on the basis of satisfactory evidence) to be the  
person(s) described in and who executed the foregoing instrument and acknowledged that they executed  
the same as their free act and deed.

**WITNESS** my hand and Official Seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Tower Name: Heber Hill - HEBER CITY

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TENANT:**

**ATLAS TOWER 1, LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado

County of Boulder

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

**WITNESS** my hand and Official Seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Tower Name: Heber Hill - HEBER CITY

**EXHIBIT 1**  
**Description of Parent Tract**

**Real property with parcel number 00-0021-0538 and an assessor legal description of WATER TANK PARCEL. AREA: 0.57 ACRES.**

## EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the red shaded space depicted below:



Tower Name: Heber Hill - HEBER CITY







# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** Interlocal agreement for police services between the Heber City Police Department and Midway, UT  
**RESPONSIBLE:** Parker Sever  
**DEPARTMENT:** Police Department  
**STRATEGIC RELEVANCE:**

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## SUMMARY

Attached is the interlocal agreement for law enforcement services between the Heber City Police Department, and Midway Utah. The Services would be provided 7 days per week for 12 hours per day. Upon approval this interlocal agreement will require the hiring of two additional officers and the purchase of related equipment to facilitate patrol related duties in the City of Midway.

## RECOMMENDATION

That the Heber City Council approve the mayor to sign the attached Interlocal agreement with the City of Midway and authorize the Heber City Police Department to execute the contract.

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## BACKGROUND

The City of Midway first approached the Heber City Police Department in early 2024 regarding the possibility of providing police-related services in the City of Midway. Midway's primary concern was traffic related enforcement and being able to provide input on enforcement activities. To that end, the Heber City Police Department has provided presentations and had meetings with representatives from Midway to facilitate the possibility of providing law enforcement services.

Midway City Council voted to move forward with a contract with Heber City. Since that time City staff and the City Attorney have been preparing the attached contract. The contract would do the following;

1. Provide 84 hours of police services in Midway. Mon-Sun 7:00 a.m. to 7:00 P.M.
  2. Authorizes Heber City Officers to enforce local and state Code in Midway.
  3. Heber City will provide admin/clerical support to officers assigned to Midway.
  4. Heber City PD will hire two additional officers for patrol duties.
-

5. Admin will attend one Midway City Council meeting per month.
6. Provide Midway with Police Stats on a regular basis.
7. Coordinate additional hours with Midway for special events.
8. Midway will be billed on a quarterly basis for the services provided.
9. All Citations continue to be prosecuted by Wasatch County.
10. Contract can be terminated by either party with 120 days notice. (Employees would either have to be absorbed into HCPD or laid off if contract is terminated).

Midway will pay actual costs, but the costs were estimated for them in the attached contract. It is difficult to come up with exact costs as equipment and personnel costs change on a regular basis. Upon execution of the agreement the Heber City Police Department will be hiring two additional officers and purchasing all of the equipment necessary for them to carry out their duties in the City of Midway.

## DISCUSSION

## FISCAL IMPACT

The agreement calls for full reimbursement of the personnel and equipment costs that are used in Midway. There is also an administrative fee attached to the contract that is above these costs. The City of Midway will be billed on a quarterly basis for these services, and the services will not be subsidized by Heber City. This should have no negative impact on the City budget. There would be some reimbursement above actual costs in the form of administrative costs, which were calculated at 20% of personnel costs as outlined in the agreement.

## CONCLUSION

This interlocal agreement would expand public safety in Heber City to include the City of Midway during daytime hours. The service would be paid for by the City of Midway and would not negatively impact Heber City finances.

## 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. Midway Heber Police Agreement Heber Final - 4888-5399-9849 - 1

## **INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This Interlocal Agreement for Law Enforcement Services (this “Agreement”) is made and entered into this \_\_\_\_\_ day of September, 2024, by and between the CITY OF MIDWAY, a political subdivision of the State of Utah (hereinafter called the “Midway”) and HEBER CITY, a political subdivision of the State of Utah (hereinafter called “Heber”). Midway and Heber are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Heber is in the business of providing law enforcement services in Heber City; and,

**WHEREAS**, Midway desires to retain and authorize Heber to provide law enforcement services in City of Midway; and

**WHEREAS**, Utah Code § 11-13-202 authorizes public agencies to enter into an interlocal agreement to provide law enforcement services.

**NOW THEREFORE**, this Agreement sets forth the terms and conditions whereby Heber will provide law enforcement services to Midway and how Midway shall compensate Heber for the services it provides, as described herein.

### **AGREEMENT**

**1. Services provided by Heber:** Heber shall provide the following law enforcement services to Midway (the “Services”):

- a. Heber shall provide 84 hours of law enforcement service to Midway per week, which shall generally consist of 12-hour shifts from 7:00 a.m. to 7:00 p.m. Monday through Sunday (a “Regular Shift”). In order to provide officers that are familiar with Midway issues and staff, Heber shall attempt to utilize two officers who will rotate working either three 12-hour shifts per week or four 12-hour shifts per week. Each Regular Shift may include time for staff meetings, trainings, luncheons, team-building events, or other events that are normally required of and attend by Heber City police officers. The two officers shall also be entitled to holiday leave, vacation leave, sick leave, maternity leave, bereavement or other benefits provided to other Heber police officers (collectively “Leave”). Heber shall notify Midway on days that Heber is aware that the officer that is scheduled to work the Regular Shift will not be available due to Leave. If Midway requests that Heber provide a substitute officer to cover any Regular Shift for which the two offices assigned to Midway have Leave, Heber shall make all reasonable attempts to provide a substitute officer and Midway shall pay overtime rates for the requested additional time. If the officers that are assigned to Midway take unpaid leave (such as FMLA or Military Leave), Heber shall either adjust the fees to be paid by Midway or provide a substitute officer.
- b. Heber shall enforce Utah Code consistent with law enforcement training and direction from Midway regarding expectations and points/geographic areas of emphasis.



- c. Heber shall enforce provisions of the Midway Municipal Code that are requested by Midway and approved by Heber.
- d. Heber shall provide administrative oversight, training, backup, report approvals, records reporting, evidence handling, equipment management and other ongoing support.
- e. Heber shall promote a positive image for Midway by providing professional, customized services.
- f. Heber shall provide two clearly marked vehicles identified as officers serving Midway.
- g. Heber shall utilize the same officers to provide services to Midway on a routine basis to promote community policing and interaction.
- h. The officers assigned to Midway shall attend one Midway Council meeting per month during regular shift hours.
- i. Heber shall provide at least weekly briefing bulletins to the Midway Council.
- j. Heber shall provide annual and/or other special reports as requested by Midway.

**2. Potential Additional Hours for Special Purposes:** In addition to the Services listed in Paragraph 1 above, Midway may request additional hours from Heber for special purposes (such as Swiss Days, community events, etc.) with the understanding there would be additional hourly labor and other related costs pertaining to such hours, and that officers providing such services may not be identified as officers serving Midway. Heber will be able to consider providing such additional services/ad-hoc hours while being under no obligation to do so beyond the agreed upon Regular Shifts.

**3. Communications:** Heber will provide Midway with quarterly invoices that will include supporting documentation for the Services provided. Additionally, Heber will provide Midway with a weekly brief outlining the Services provided and incidents addressed during the prior week. Heber shall provide to Midway a contact person to which Midway can communicate regarding questions, concerns, or comments on the performance of officers, services provided or billing issues. In addition, each member of the Midway Council is authorized to contact the Heber City Police Chief directly with any questions or concerns.

**4. Compensation paid by Midway:** The tables below contain Heber's estimated costs for the Services to be provided by Heber to Midway. However, Heber and Midway understand and agree that Midway shall be required to pay only the actual costs associated with the Services listed in the tables, not the estimates provided below:

**YEAR 1**

| Personnel – X2               | Year 1    |
|------------------------------|-----------|
| Officer's wages and benefits | \$278,206 |
| Training                     | \$4,000   |

**YEAR 2**

| Personnel – X2               | Year 2    |
|------------------------------|-----------|
| Officer's wages and benefits | \$278,206 |
| Training                     | \$4,000   |

|                                                       |           |
|-------------------------------------------------------|-----------|
| Officer Overtime (estimated amount but billed actual) | \$12,000  |
| Vehicle Lease – X2                                    | \$32,000  |
| One-time vehicle upfit                                | \$20,000  |
| Fuel (estimated but billed actual)                    | \$8,000   |
| Officer Equipment (one time cost)                     | \$21,000  |
| Uniforms                                              | \$1,200   |
| Patches (one time)                                    | \$200     |
| Badges (one time)                                     | \$500     |
| Computer laptop                                       | \$3,400   |
| Admin. of services (percentage of personnel costs)*   | \$58,841  |
| First year costs for two officers                     | \$439,347 |

|                                                            |           |
|------------------------------------------------------------|-----------|
| Officer Overtime (estimated amount but billed actual time) | \$12,000  |
| Vehicle Lease – X2                                         | \$32,000  |
| Fuel (estimated but billed actual)                         | \$8,000   |
| Officer Equipment                                          | \$500     |
| Uniforms                                                   | \$1,200   |
| Admin. of services (percentage of personnel costs)*        | \$58,841  |
| Second year costs for two officers                         | \$394,741 |

\*Midway shall have the opportunity to review and seek further understanding regarding all administrative costs.

In addition to the terms provided above, Midway shall be responsible for paying dispatch fees to Wasatch County, which provides such services for Heber.

Midway may request a budget update at any time and Heber agrees to provide the update within ten (10) days of when the update is requested.

**5. Prosecution of Citations:** All citations issued by Heber shall be provided to the Wasatch County Prosecutor’s Office for prosecution. Midway shall be responsible to have a separate agreement with Wasatch County for the prosecution, and Heber shall not be entitled to funds generated by citations.

**6. Term:** This Agreement shall be valid and in effect through June 30, 2025 to coincide with the Parties’ annual budgetary calendars. The period between the execution of this Agreement and June 30, 2025 shall be considered a “trial period” for both Heber and Midway. If either Party desires to terminate the Agreement on or before June 30, 2025, they shall provide the other Party with at least one-hundred and twenty (120) days’ notice of their intent to terminate. If the Parties desire to continue their relationship beyond June 30, 2025, this Agreement shall be the basis for

renewal negotiations. If the Agreement is terminated, all equipment listed in Paragraph 3 above that was paid for by Midway shall belong to the and be returned to Midway.

**7. Employment Status:** All law enforcement personnel providing services under this Agreement shall be employees of Heber City. Heber City shall have complete control and discretion of the law enforcement personnel, and the law enforcement personnel shall be subject to personnel rules, regulations, procedures, grievance procedures and other provisions of Heber City and the Heber City Police Department.

**8. Governmental Immunity / Notice of Claims.** Midway and Heber are governmental entities under the Utah Governmental Immunity Act, Utah Code § 63G-7-101, *et seq.* (the “Immunity Act”). Heber and Midway do not waive any defenses available under the Immunity Act or any limits on liability under the Immunity Act. Heber and Midway shall be responsible and liable for wrongful acts or negligence acts that are committed by its agents, officers or employees. Each party agrees to maintain reasonable insurance coverage for any such liability. If any Notice of Claim is provided that may related to the services provided under this Agreement, the party receiving the Notice of Claim shall immediately provide the claim to the other party.

**9. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of Utah without regard to any choice of law principles.

**10. Amendment:** Any amendment(s) to this Agreement shall be in writing and signed by all Parties hereto.

**11. Counterparts:** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered electronically shall be deemed an original signed copy of this Agreement.

**12. Agreement to Perform Necessary Acts:** The Parties each agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this Agreement.

**13. Authority:** The persons executing this Agreement on behalf of the Parties represent that they have the authority to do so, and that they have the authority to bind the Parties to the terms of this Agreement.

**14. Interlocal Cooperation Act Requirement:** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Utah Code §11-13-101, *et seq.*, the Parties agree as follows:

- a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Act.

- b. In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.
- c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.
- d. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.
- e. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal as of the effective date indicated above.

**CITY OF MIDWAY**

Attest:

\_\_\_\_\_  
Celeste Johnson, Mayor

\_\_\_\_\_  
Brad Wilson, City Recorder

Approved as to Form:

\_\_\_\_\_  
Corbin Gordon, City Attorney

**HEBER CITY**

Attest:

\_\_\_\_\_  
Heidi Franco, Mayor

\_\_\_\_\_  
Trina Cooke, City Recorder

Approved as to Form:

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Jeremy Cook, City Attorney





# Heber City Council Staff Report

**MEETING DATE:** 10/15/2024  
**SUBJECT:** The Invisible Hand of Real Estate Development  
**RESPONSIBLE:** Tony Kohler  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community Development

---

## SUMMARY

During last week's tour of various communities located in Salt Lake County, Council and Planning Commission members received feedback from experts and toured numerous projects for the purpose of gaining more insight into land use decisions that could benefit Heber City's Mainstreet and Central Districts. This presentation is intended to supplement last week's tour by highlighting and reviewing Heber's real estate market. Specifically, details surrounding the market trends in and around the City's Mainstreet and Central Neighborhoods area.

## RECOMMENDATION

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## BACKGROUND

### About Tony Tyler

Tony's experience in project development ranges from large resort condominium developments to high end single family homes. He passionately coordinates all aspects of development from land planning, architectural design and permitting and enjoys advancing projects through to completion.

Tony's philosophy is to create exceptional spaces for a discerning clientele and deliver first-class quality from conception through construction. His specialty in real estate is blending the character of the mountain west with contemporary design aesthetics to craft distinctive and cohesive spaces.

In his free time, Tony prefers spending time with his family outdoors, camping, hiking and fishing in the summers and snowshoeing, snowmobiling and playing hockey in the winter.

## DISCUSSION

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The discussion will touch on market forces, pressures and trends that drive development and redevelopment that are not clearly seen on the surface to help the City better understand how its policies interact with market forces and what the city can and cannot change or control. Mr. Tyler asks that Council interact with him and have a discussion, rather than a one-way presentation.

## **FISCAL IMPACT**

## **CONCLUSION**

## **ALTERNATIVES**

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## **POTENTIAL MOTIONS**

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## **ACCOUNTABILITY**

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

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## **EXHIBITS**

1. Invisible Hand of Real Estate Development - FINAL 10152024





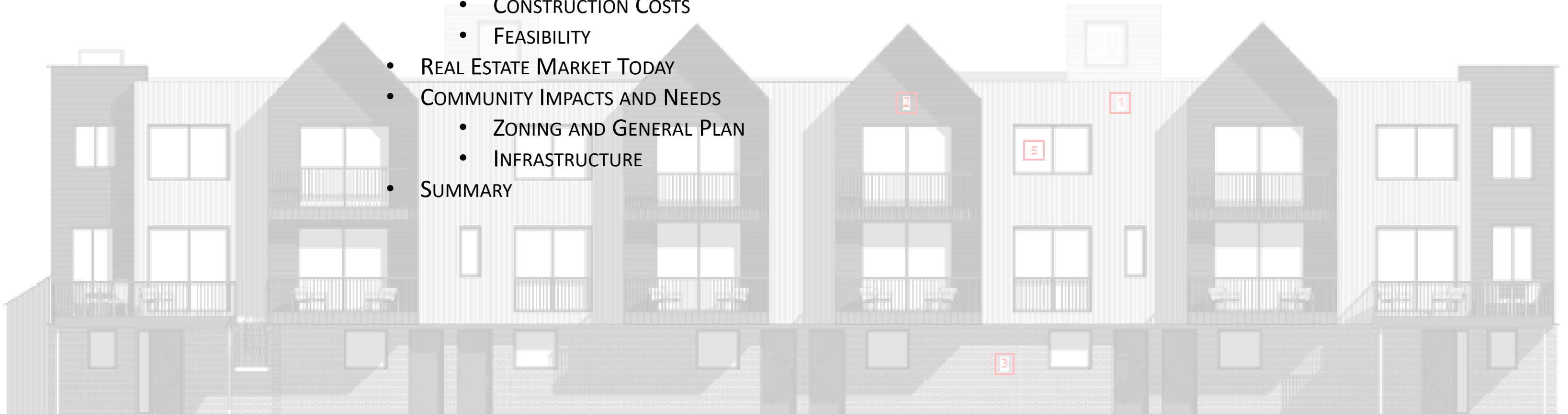
OCTOBER 15, 2024



# THE INVISIBLE HAND OF REAL ESTATE DEVELOPMENT



- ABOUT US
- COMMUNITY DEMOGRAPHICS
- DEVELOPMENT FORCES
  - REAL ESTATE SUPPLY/DEMAND
  - SOCIAL FORCES
  - MARKET FORCES
  - INTEREST RATES
  - CONSTRUCTION COSTS
  - FEASIBILITY
- REAL ESTATE MARKET TODAY
- COMMUNITY IMPACTS AND NEEDS
  - ZONING AND GENERAL PLAN
  - INFRASTRUCTURE
- SUMMARY



# ABOUT US



At CPD, we are dedicated to consistently incorporating social and environmental impact into our decision-making process. We believe that the success and profitability of our real estate development business is intrinsically linked to our commitment to economic viability, community benefit, affordable and attainable housing, and environmental sustainability. Our mission is to create lasting value for the end users by fostering a positive impact on the communities we serve and the environment we share. We strive to lead by example, demonstrating that a successful development company can and must contribute to a better world for all.



# COMMUNITY DEMOGRAPHICS



|                          |                             |
|--------------------------|-----------------------------|
| POPULATION:              | 36,619                      |
| <i>UNDER 18:</i>         | 10,400 (28.4%)              |
| <i>OVER 65:</i>          | 5,127 (14.0%)               |
| <i>WORKERS:</i>          | 21,092                      |
| MEDIAN AGE:              | 37.2                        |
| HOUSEHOLD SIZE:          | 3.4                         |
| HOUSEHOLDS:              | 10,641                      |
| HOUSING UNITS:           | 16,243 (34.5% SECOND HOMES) |
|                          |                             |
| JOB:                     | 11,654                      |
| <i>LOCALS:</i>           | 5,263 (45.1%)               |
| <i>COMMUTERS (IN):</i>   | 5,499 (47.2%)               |
|                          |                             |
| COMMUTERS (OUT):         | 14,027 (66.5%)              |
| <i>SALT LAKE COUNTY:</i> | 33.1%                       |
| <i>SUMMIT COUNTY:</i>    | 28.4%                       |
| <i>UTAH COUNTY:</i>      | 17.8%                       |

## TOP INDUSTRIES

|                     |               |                           |
|---------------------|---------------|---------------------------|
| CONSTRUCTION:       | 1,857 (15.9%) | AVG: \$76,380/YR          |
| RETAIL TRADES:      | 1,447 (12.4%) | AVG: \$39,552/YR          |
| HOSPITALITY / FOOD: | 1,374 (11.8%) | AVG: \$27,084/YR          |
| HEALTH CARE:        | 1,332 (11.4%) | AVG: \$46,740/YR          |
| 51.5% OF ALL JOBS   |               | AVG ALL JOBS: \$58,188/YR |

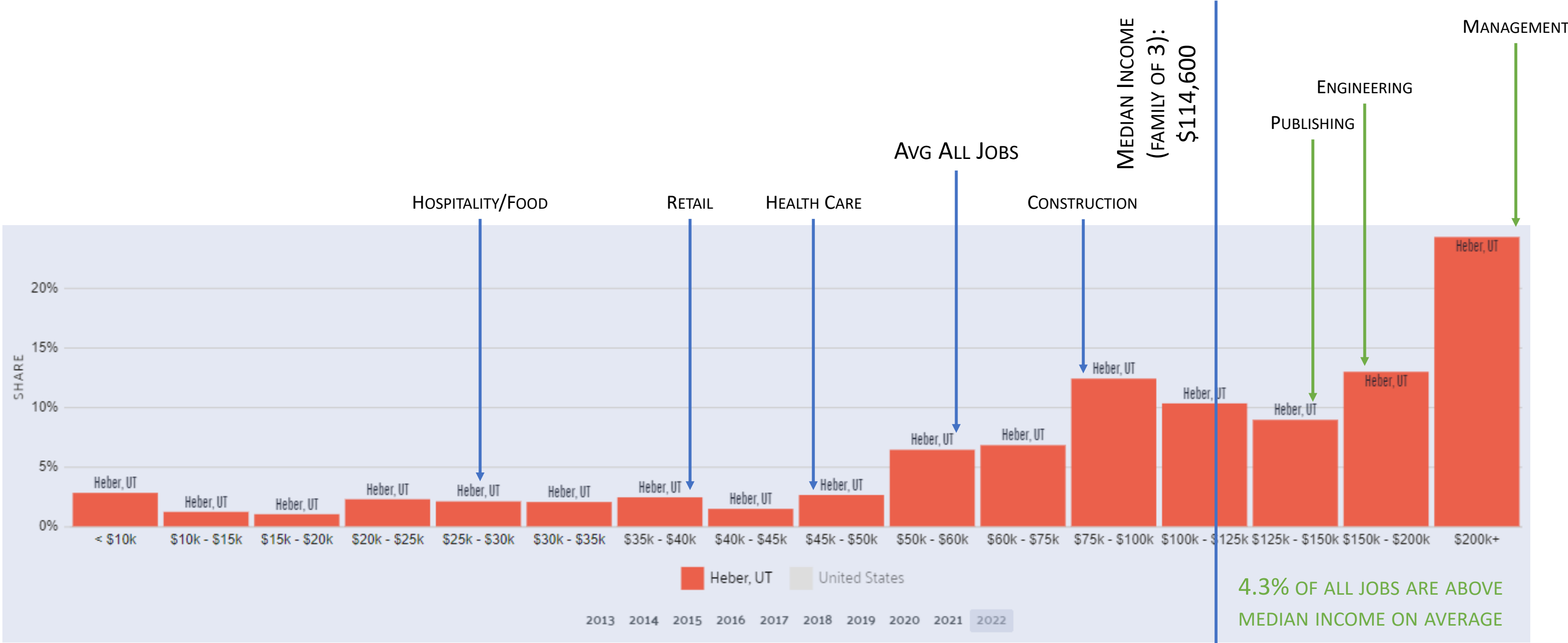
- TAKEAWAYS:
- 1/3 MORE HOMES THAN RESIDENTS NEED
  - TWICE AS MANY WORKERS AS JOBS
  - 2/3 OF ALL WORKERS COMMUTE OUT OF THE COUNTY
  - LOCAL RESIDENTS COVER HALF OF LOCAL JOBS
  - HALF OF LOCAL JOBS ARE IN 4 INDUSTRIES



SOURCE: JOBS.UTAH.GOV



# COMMUNITY DEMOGRAPHICS



SOURCE: DATAUSA.IO / CENSUS BUREAU AND HOUSINGHELP.ORG

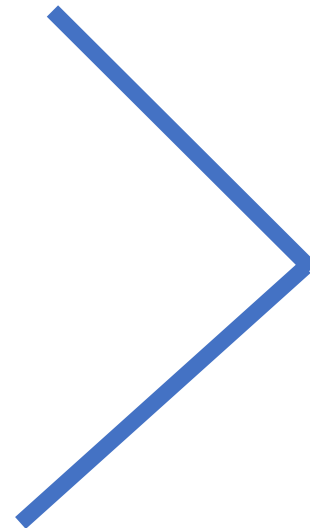
# SUPPLY / DEMAND



**HOUSING MARKETS ARE FUNDAMENTALLY A FUNCTION OF SUPPLY AND DEMAND.**

## BUYERS

SECOND HOMES  
UPSIZE / DOWNSIZE  
INVESTORS  
SOCIAL/MARITAL STATUS CHANGES  
FIRST-TIME  
MIGRANTS



## SELLERS

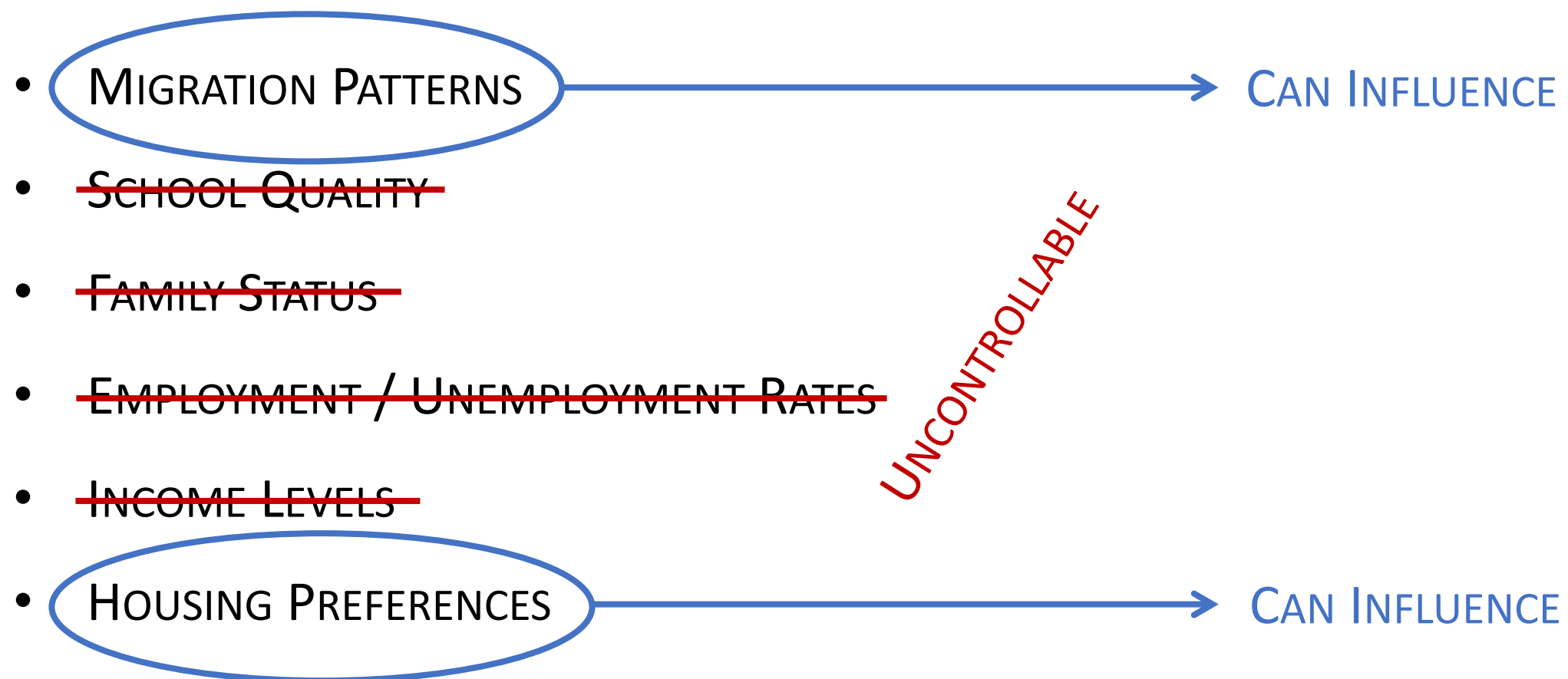
DEVELOPERS/BUILDERS  
UPSIZE/DOWNSIZE  
BANKS  
SOCIAL/MARITAL STATUS CHANGES  
PALLIATIVE/END OF LIFE  
MIGRANTS

SELLER'S MARKET (PRICING GOES UP)

# SOCIAL FORCES



## SOCIAL FORCES IMPACT SUPPLY AND DEMAND.



# MARKET FORCES



## MARKET FORCES IMPACT SUPPLY AND DEMAND.

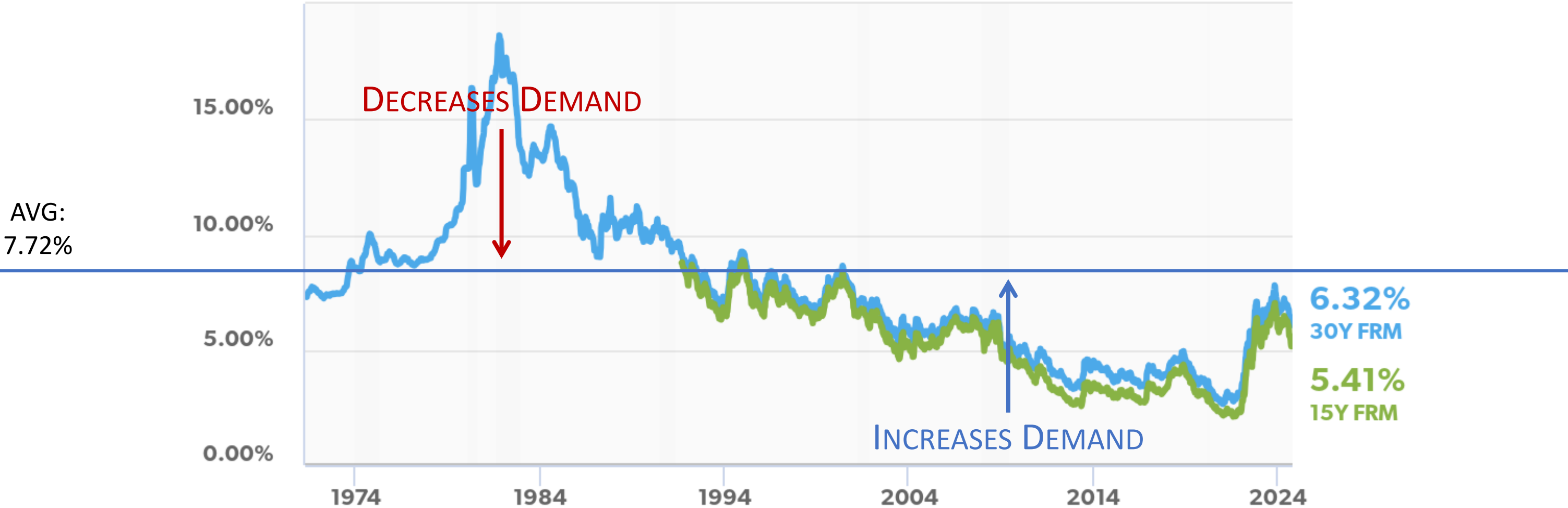
- ~~INTEREST RATES~~
- ZONING AND GENERAL PLAN → CAN INFLUENCE
- INFRASTRUCTURE → CAN INFLUENCE
- ~~CONSTRUCTION COSTS~~

# INTEREST RATES



## Primary Mortgage Market Survey®

U.S. weekly average mortgage rates as of 10/10/2024





# CONSTRUCTION COSTS



## HOUSING COSTS BY TYPE, VERTICAL ONLY

|                              |          |      |      |
|------------------------------|----------|------|------|
| • SINGLE-FAMILY DETACHED:    | \$208/SF |      |      |
| • TOWNHOMES:                 | \$252/SF | +21% |      |
| • CONDOMINIUMS / APARTMENTS: | \$283/SF | +12% | +36% |

## HOUSING COSTS BY TYPE, INCLUDING INFRASTRUCTURE

|                              |          |      |      |
|------------------------------|----------|------|------|
| • SINGLE-FAMILY DETACHED:    | \$282/SF |      |      |
| • TOWNHOMES:                 | \$310/SF | +10% |      |
| • CONDOMINIUMS / APARTMENTS: | \$315/SF | +2%  | +12% |

# CONSTRUCTION COSTS



## CONDOMINIUM / APARTMENT SCENARIO

|                         | 2021 Project A   |                  |                |
|-------------------------|------------------|------------------|----------------|
| <b>Development Cost</b> | <b>\$/RSF</b>    | <b>\$/GSF</b>    | <b>%/Total</b> |
| Land Costs              | \$ 63.60         | \$ 44.89         | 14%            |
| Hard Costs              | \$ 284.78        | \$ 201.03        | 62%            |
| Soft Costs              | \$ 96.22         | \$ 67.92         | 21%            |
| Closing / Legal Costs   | \$ 14.58         | \$ 10.30         | 3%             |
| <b>TOTAL</b>            | <b>\$ 459.18</b> | <b>\$ 324.14</b> |                |

|                         | 2024 Project B   |                  |                |  | $\Delta$          |
|-------------------------|------------------|------------------|----------------|--|-------------------|
| <b>Development Cost</b> | <b>\$/RSF</b>    | <b>\$/GSF</b>    | <b>%/Total</b> |  | <b>% Increase</b> |
| Land Costs              | \$ 62.46         | \$ 47.04         | 11%            |  | 5%                |
| Hard Costs              | \$ 376.32        | \$ 283.38        | 64%            |  | 41%               |
| Soft Costs              | \$ 113.66        | \$ 85.59         | 19%            |  | 26%               |
| Closing / Legal Costs   | \$ 31.05         | \$ 23.38         | 5%             |  | 127%              |
| <b>TOTAL</b>            | <b>\$ 583.49</b> | <b>\$ 439.39</b> |                |  | <b>36%</b>        |

$$\text{COSTS} + \text{INVESTOR RETURN} < \text{VALUE}$$

## INVESTOR RETURN IS MEASURED IN A FEW WAYS

- |                               |             |                                                                        |
|-------------------------------|-------------|------------------------------------------------------------------------|
| • RETURN ON COST              | 6-7%        | (PROJECT COSTS \$10M, NEEDS \$600,000-700,000 ANNUAL NET PROFIT)       |
| • DEBT SERVICE COVERAGE RATIO | 1.15 – 1.40 | (ANNUAL LOAN COSTS \$900,000, NEEDS \$1.035 – 1.26M ANNUAL NET PROFIT) |
| • INTERNAL RATE OF RETURN     | 15-25%      | (PROJECT HAS \$3.5M EQUITY, NEEDS \$1.05 – 1.75M 2-YR NET PROFIT)      |

# FEASIBILITY



## CONDOMINIUM / APARTMENT SCENARIO

| ASSUMPTIONS                  |                      |                      |                      |
|------------------------------|----------------------|----------------------|----------------------|
| Land Costs                   | \$ 1,175,956         |                      |                      |
| Hard Costs                   | \$ 7,084,592         |                      |                      |
| Soft Costs                   | \$ 2,139,817         |                      |                      |
| Closing / Legal Costs        | \$ 584,460           |                      |                      |
| <b>Total Costs</b>           | <b>\$ 10,984,826</b> |                      |                      |
|                              |                      |                      |                      |
| Loan to Cost                 | 65%                  |                      |                      |
| Equity Required              | \$ 3,844,689         |                      |                      |
| Construction / Stabilization | 2                    |                      |                      |
| Annual Stabilized Loan       | \$ 571,211           |                      |                      |
|                              |                      |                      |                      |
|                              | <b>ROC</b>           | <b>DSCR</b>          | <b>IRR</b>           |
| Return Required              | 6.50%                | 1.30                 | 20%                  |
| Total Return                 | \$ 1,428,027         | \$ 1,485,148         | \$ 1,537,876         |
| <b>Required Exit Value</b>   | <b>\$ 12,412,853</b> | <b>\$ 12,469,974</b> | <b>\$ 12,522,701</b> |

BASED ON 25,000 SF  
TWO-YEAR DEVELOPMENT

# REAL ESTATE MARKET



| SINGLE FAMILY        | HOME VALUE  | MONTHLY PAYMENT* | INCOME REQUIRED (30% SALARY) | % AMI |
|----------------------|-------------|------------------|------------------------------|-------|
| MEDIAN HOME PRICE:   | \$982,863   | \$4,714          | \$188,560                    | 164%  |
| AVERAGE HOME PRICE:  | \$1,377,045 | \$6,605          | \$264,200                    | 230%  |
| CONDOMINIUM/TOWNHOME |             |                  |                              |       |
| MEDIAN HOME PRICE:   | \$604,950   | \$2,902          | \$116,080                    | 101%  |
| AVERAGE HOME PRICE:  | \$845,850   | \$4,057          | \$162,280                    | 142%  |



SOURCE: WSJ.COM, PARKCITYREALTORS.COM, JOBS.UTAH.GOV

\* 20% DOWN, 6% INTEREST RATE, 30-YEAR MORTGAGE. NO TAXES, INSURANCE OR HOA.



# REAL ESTATE MARKET



| TOP INDUSTRIES      | AVG INCOME | FAMILY (2 INCOMES) | MONTHLY PAYMENT CAPACITY | HOME VALUE* |
|---------------------|------------|--------------------|--------------------------|-------------|
| CONSTRUCTION:       | \$76,380   | \$118,275          | \$2,957                  | \$616,478   |
| RETAIL TRADES:      | \$39,552   | \$81,447           | \$2,036                  | \$424,522   |
| HOSPITALITY / FOOD: | \$27,084   | \$68,979           | \$1,724                  | \$359,536   |
| HEALTH CARE:        | \$46,740   | \$88,365           | \$2,209                  | \$460,580   |
| ALL JOBS            | \$58,188   | \$100,083          | \$2,502                  | \$521,657   |

WAGE GAP: 28%

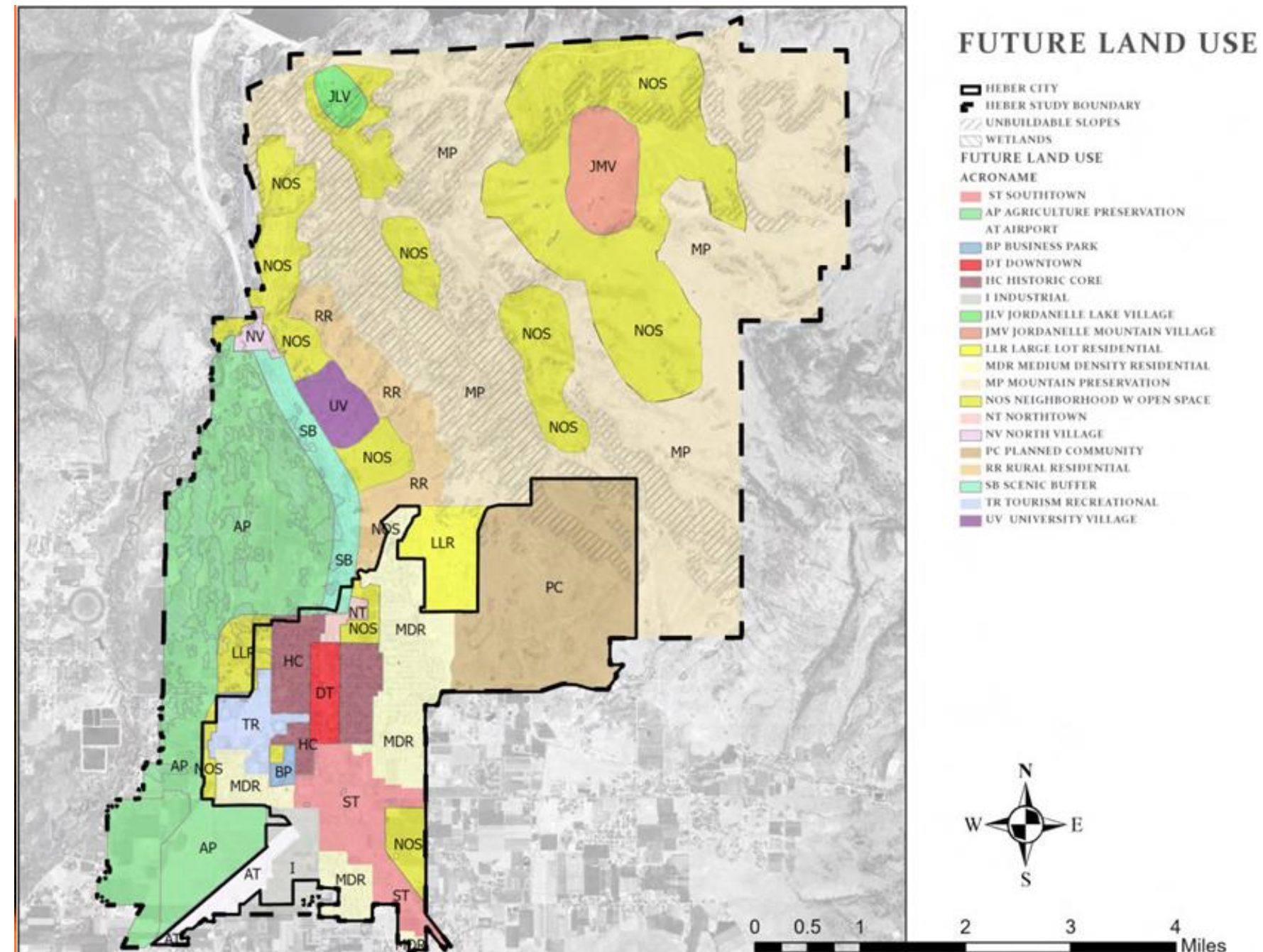
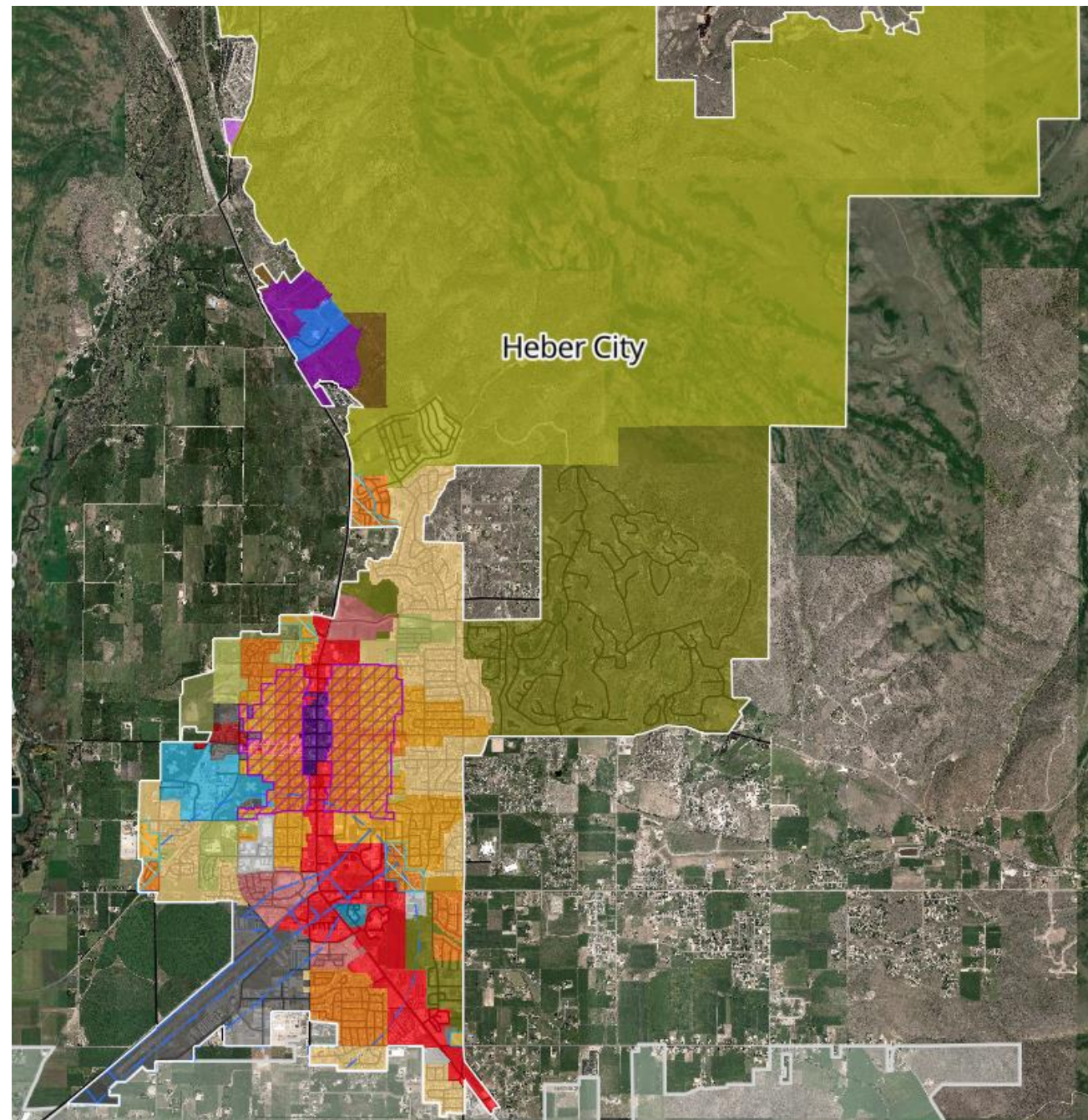
\$41,895

TOTAL ACTIVE LISTINGS: 543

CURRENT ACTIVE LISTINGS BELOW \$550,000: 54 (10% OF INVENTORY)

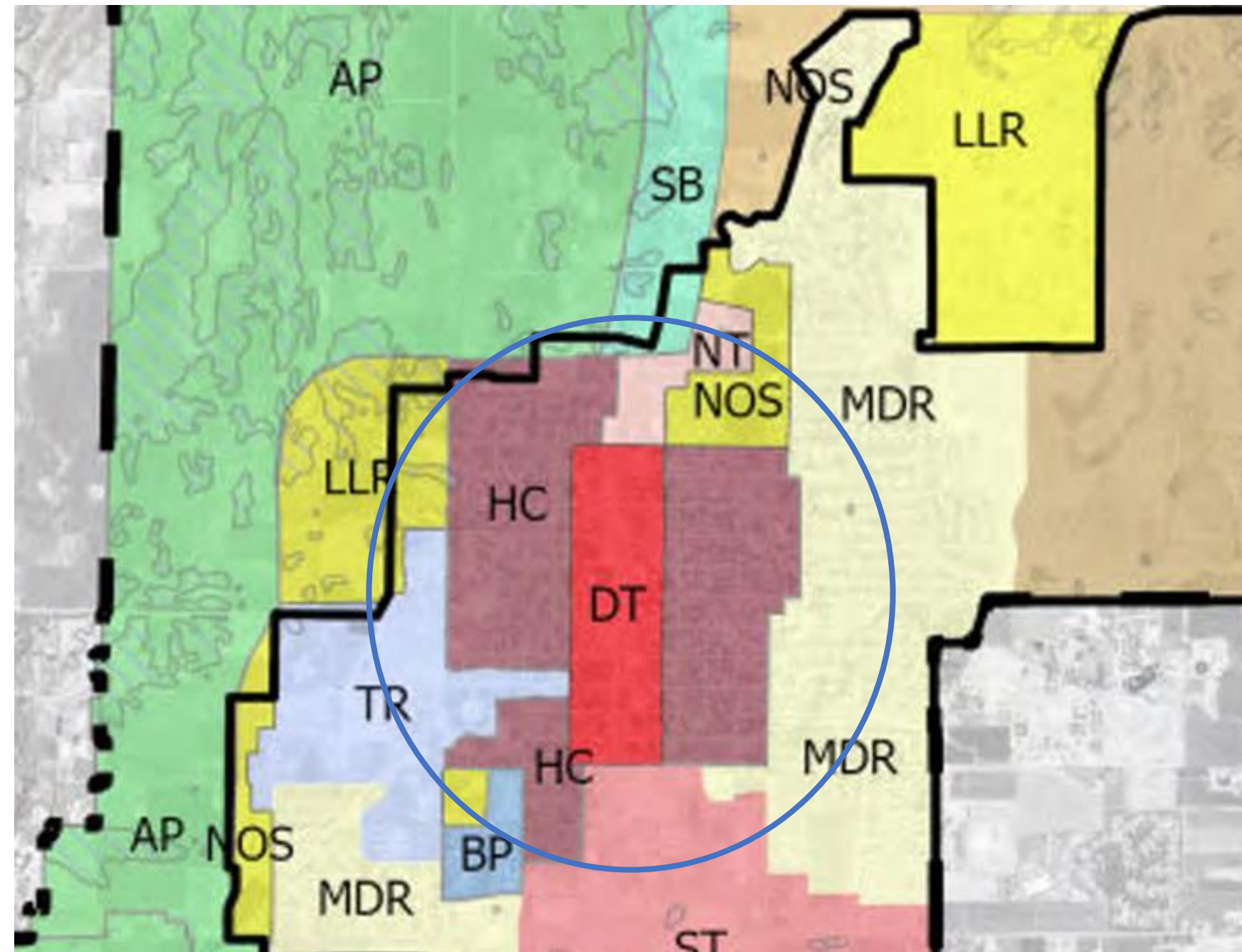
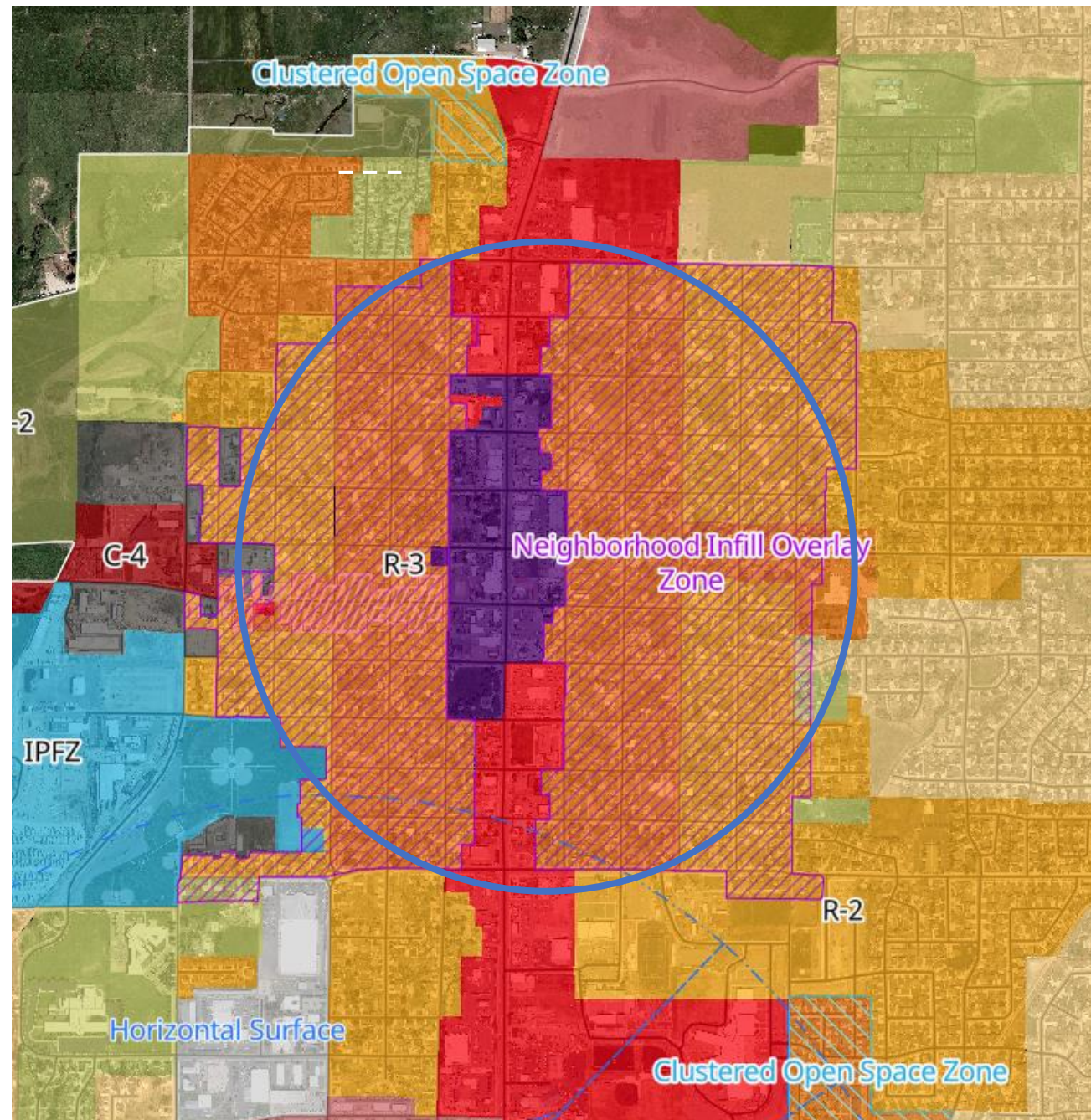


# ZONING AND GENERAL PLAN





# ZONING AND GENERAL PLAN





# ZONING AND GENERAL PLAN



## R-3 ZONING

| LAND USE                                                                                                                                                                     | R-1 | R-2 | R-3 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| Agriculture                                                                                                                                                                  | P   | P   | P   |
| The keeping of grazing animals                                                                                                                                               | P   | P   | P   |
| Single family detached dwellings and on-site resident accessory structures                                                                                                   | P   | P   | P   |
| Customary household pets                                                                                                                                                     | P   | P   | P   |
| Home Occupations                                                                                                                                                             | P   | P   | P   |
| Accessory Dwelling Units                                                                                                                                                     | P   | P   | P   |
| Bed & Breakfasts Inns                                                                                                                                                        | P   | P   | P   |
| Group Homes protected under Federal Fair Housing Act                                                                                                                         | P   | P   | P   |
| Temporary buildings and yards for the storage of construction materials and equipment incidental that are accessory to construction of uses otherwise permitted in the zone. | P   | P   | P   |
| In-Home Daycare/Pre-School, nursery                                                                                                                                          | P   | P   | P   |
| Public schools, private school, public libraries, public parks, playgrounds, recreation buildings and religious institutions                                                 | P   | P   | P   |
| Signs                                                                                                                                                                        | P   | P   | P   |
| Flag lots                                                                                                                                                                    |     | P   | P   |
| Boardinghouses and rooming houses                                                                                                                                            |     |     | C   |
| Clinics and hospitals                                                                                                                                                        |     |     | C   |

## ENVISION 2050 GENERAL PLAN

|                                 |                                                                                                                                                                                                                                                                                                                          |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Historic Core Neighborhood (HC) | <p>Primary: SEDs on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture</p> <p>Secondary: connective and corner small scale retail/restaurants, bed and breakfasts, community gardens, public facilities, churches</p> |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                    |                                                                                                                                                                        |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>3-15 units per acre</p> <p>1-3 story height</p> | <p>A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.</p> |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# INFRASTRUCTURE



## A Closer Look at Downtown Concepts

The images below provide an exploration of types of improvements that could appear in the downtown area. They are additive: image 1 explores infrastructure, image 2 adds in potential redevelopment and infill, image 3 adds in ideas for gathering spaces, and image 4 adds in options for arts and cultural amenities, completing the concept.

### 1. Infrastructure

crosswalks/mid-block crossings  
roadway medians & plantings  
quality sidewalk network  
dark sky lighting

### 2. Redevelopment & Infill

new office & residential  
main floor retail & dining  
street and structured parking

### 3. Gathering Areas

purposeful public spaces  
outdoor dining & shopping plazas

#### 3. Install Curb Bulb-Outs at Critical Intersections

Ensuring pedestrian safety along all corridors within the project area should be the primary objective for Heber City. Making people feel both safe and welcome when crossing the streets will increase sales and drive economic initiatives within the city. To meet the goal of improved pedestrian safety, we recommend curb bulb-outs. These will reduce the traverse distance for pedestrians crossing the roadways. As previously discussed, bulb-outs should be constructed at the most critical locations within the downtown corridors (outlined in this section and in figure 36). We recommend that curb bulb-outs be constructed in a manner that will maximize pedestrian safety and allow for adequate turning movements, with no impact on vehicular travel.

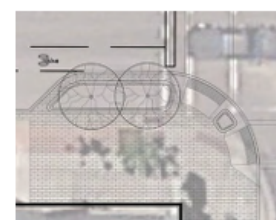


Fig 36: Plan view of Proposed Curb Bulbout

As shown in figures 36, curb bulb-outs should be constructed to create additional pedestrian spaces and reclaim some real estate along the roadway. Vital to creating pedestrian refuge spaces within bulb-outs is the utilization of vertical barriers (seat walls, landscaping, etc.), to provide pedestrians with a physical barrier between vehicles and pedestrian circulation. Bulb-outs are typically constructed up to 7 feet past the existing curb face,

A Community Reinvestment Agency (CRA) should be created to improve funding options. A CRA derives its funding from the property taxes generated by new development. Through the establishment of a project area that encompasses properties that front on 100 East and 100 West, the property taxes from redevelopment and new infill development can be captured for use by the CRA. CRA funds are required to be reinvested in a defined project area and can be used for a variety of enhancements, especially infrastructure repairs and improvements.



Fig 7: Existing Streetscape Conditions

## 2.1 Streetscape

Streetscape consists of the visual elements of a street that contribute to its overall look and feel. This character results from the quality of the design and implementation of the road, building façades, sidewalks, street furniture, trees, vegetation, and open space. A street is a public place where people can engage in various activities. As such, a streetscape is a vital community location where visitors and residents interact with local businesses and transportation systems. The streetscape along the Main Street corridor within Heber City is a remarkably uniform size, shape, and condition, offering a congruent space for pedestrians to use. While the space is uniform, it is also of a diminishing quality and offers little to no interest to most residents and visitors. Understanding the importance of this space and how the local residents use the corridor is the first step towards providing a more attractive and sustainable corridor.

In order to identify specific systems or amenities that are deficient or interfering with successful utilization by residents, site infrastructure systems must be assessed. While the streetscape realm is primarily made up of the site infrastructure, one must also review and assess the effects of additional transportation methods. Striking a balance within the downtown core is vital to providing a balanced pedestrian and vehicular transportation system within this civic space. Ensuring that both current and future transportation needs are met, our team completed a comprehensive review of the existing conditions of the aboveground basic infrastructure systems within the downtown corridor. The infrastructure systems analyzed in the following sections are:

- Sidewalks
- Curbs and gutters
- Crosswalks
- ADA ramps (figure 8)
- Site amenities (trash receptacles, benches, bike racks)
- Site lighting



# SUMMARY



**Together**, we desire to:

- preserve the **beautiful open lands** that surround us;
- create **friendly neighborhoods and centers** that focus homes, jobs, shopping, and recreation into places where we gather and interact regularly;
- enhance and strengthen **downtown—the heart of our community**; and
- grow, promote and diversify our **recreational opportunities**.



## ACTION PLAN

- (A) rezone for densities necessary to facilitate the production of moderate income housing;
- (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;



# THANK YOU







# Monthly Development Report

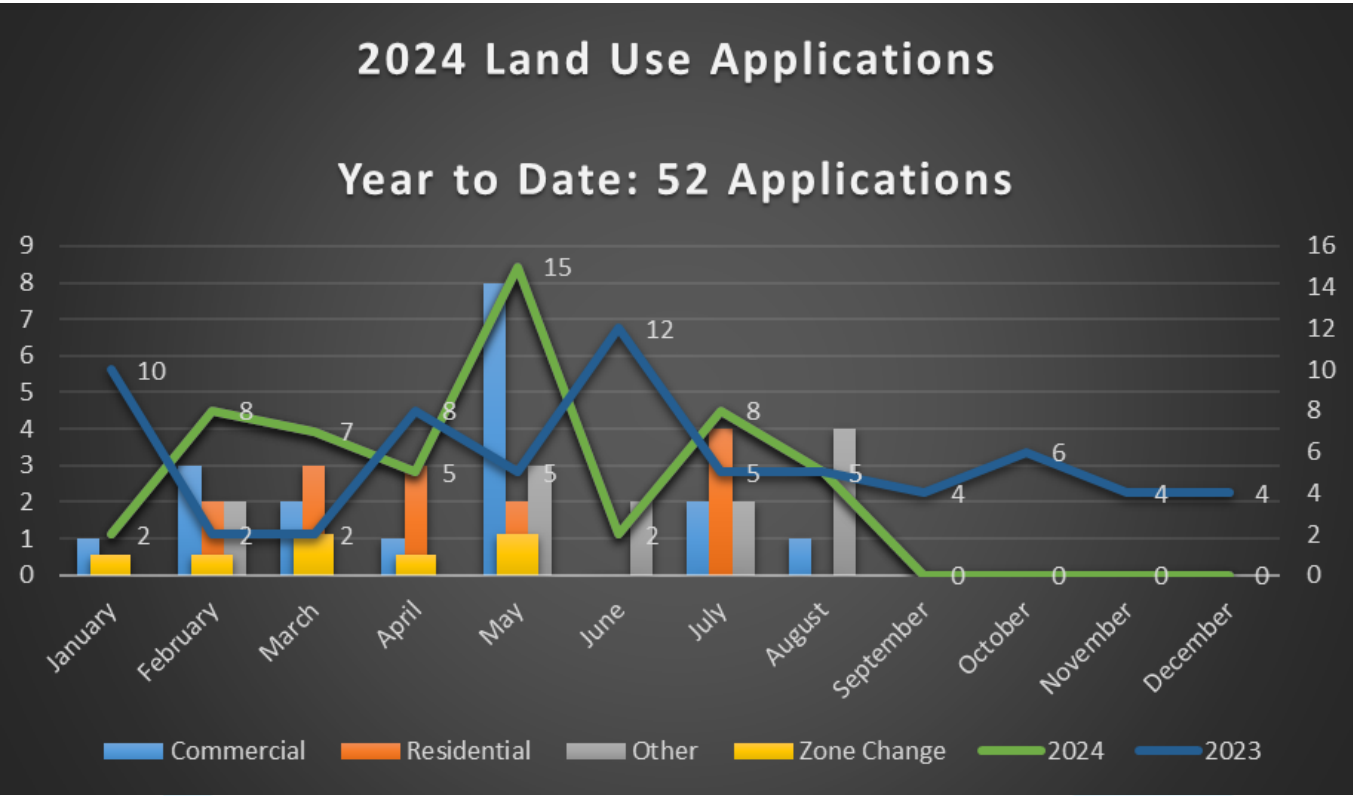
October 2024

Date: 10/1/24

# New Applications

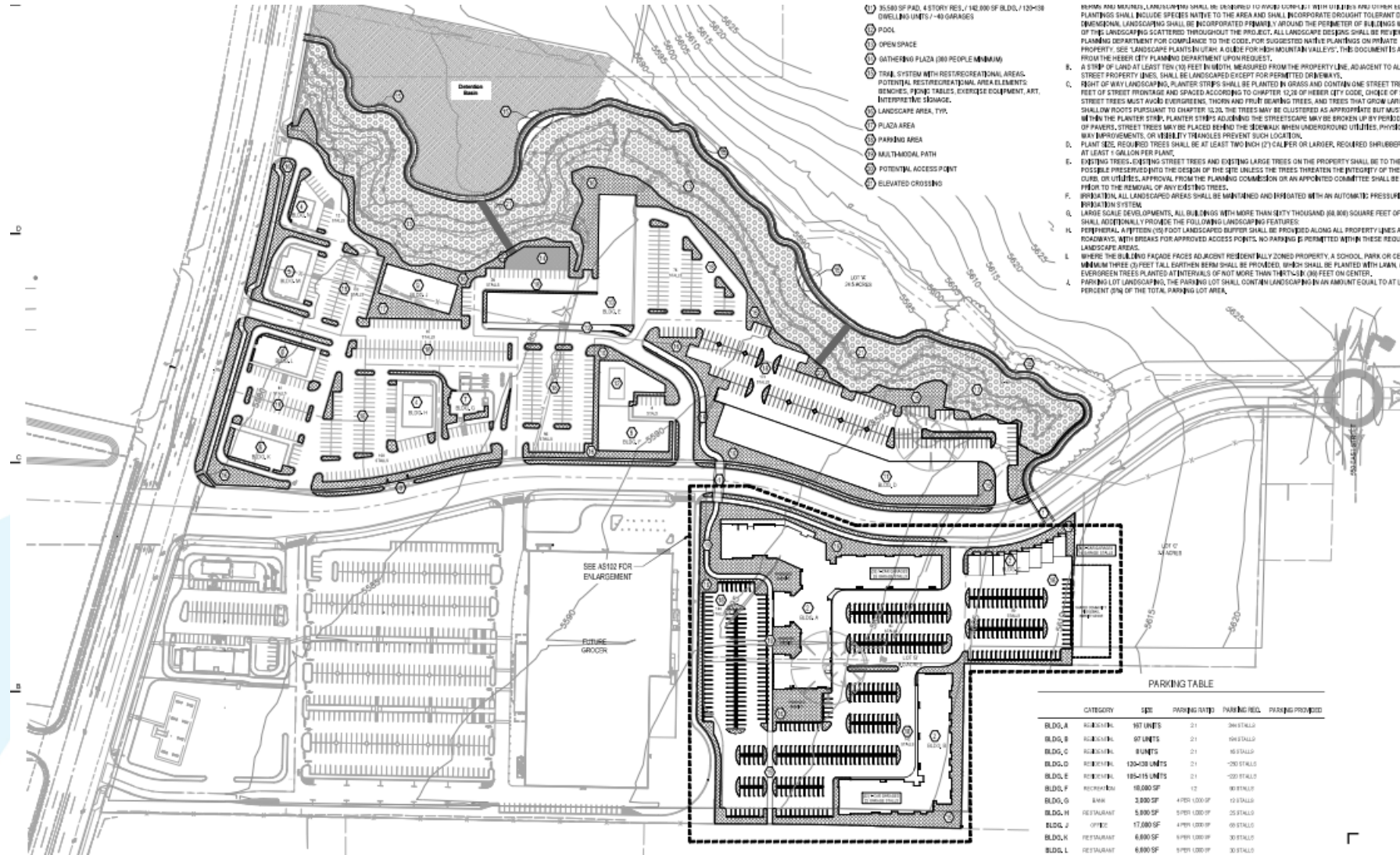
- Concept – 0
- Site Plan/Amendments – 0
- Subdivision Concept – 0
- Preliminary Plat – 0
- Final Plat – 0
- Zone Change/MDA – 0
- Other (Plat Amendments, Lot Line Adjustments, etc.) – 0

| Applications Year to Date |      |      |      |
|---------------------------|------|------|------|
| 2024                      | 2023 | 2022 | 2021 |
| 52                        | 53   | 54   | 74   |



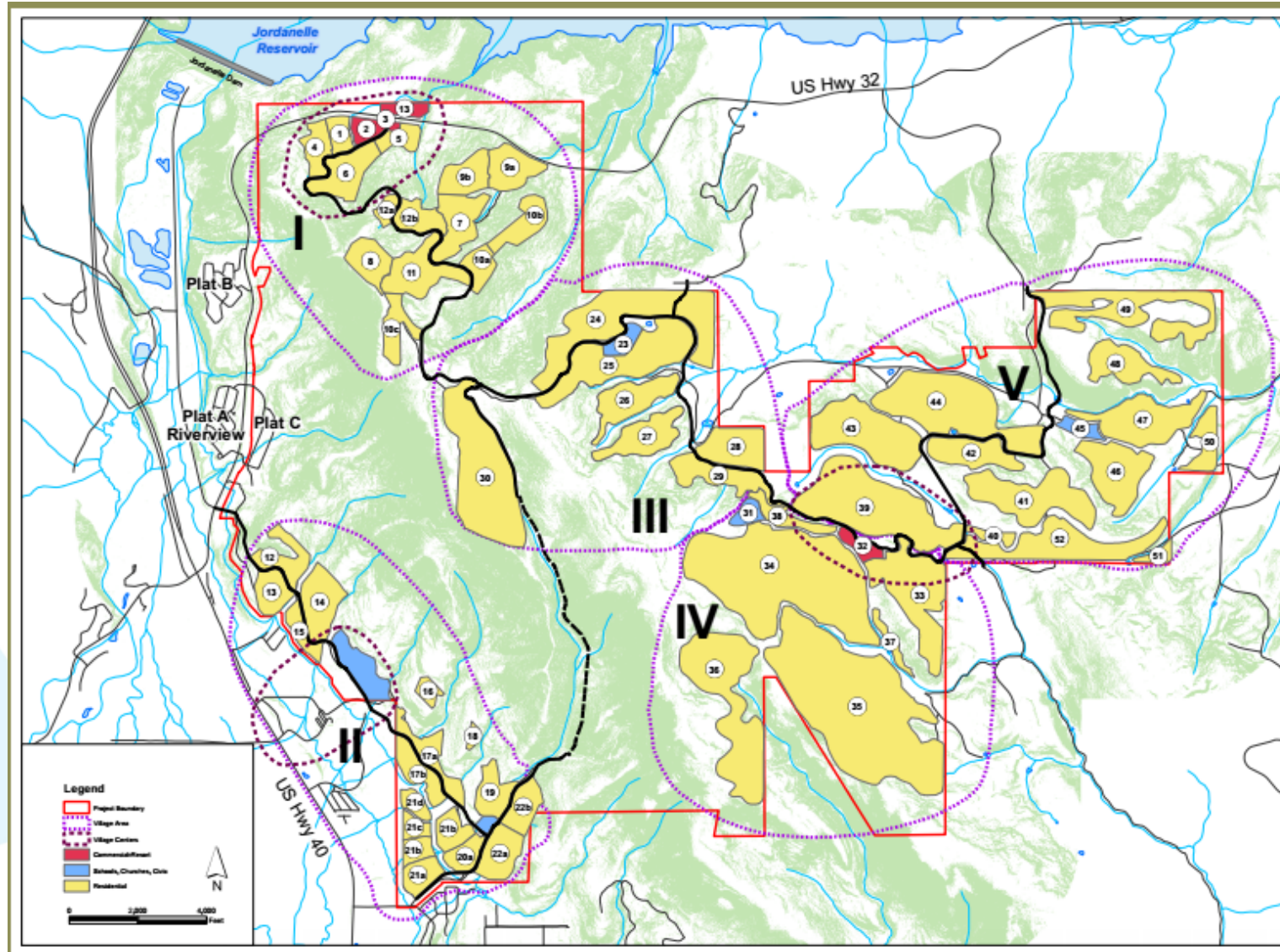


# New London





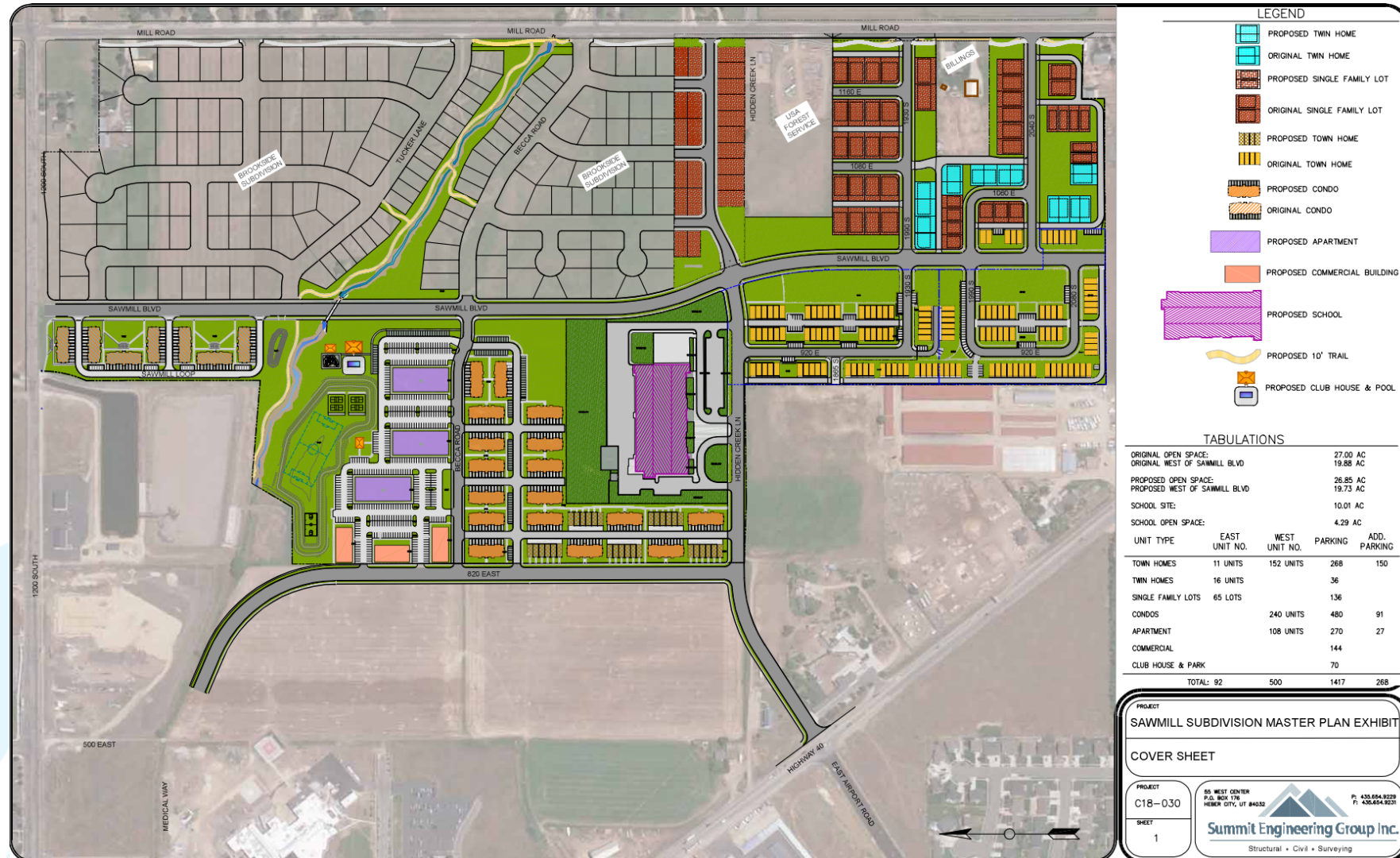
# Jordanelle Ridge



# North Village

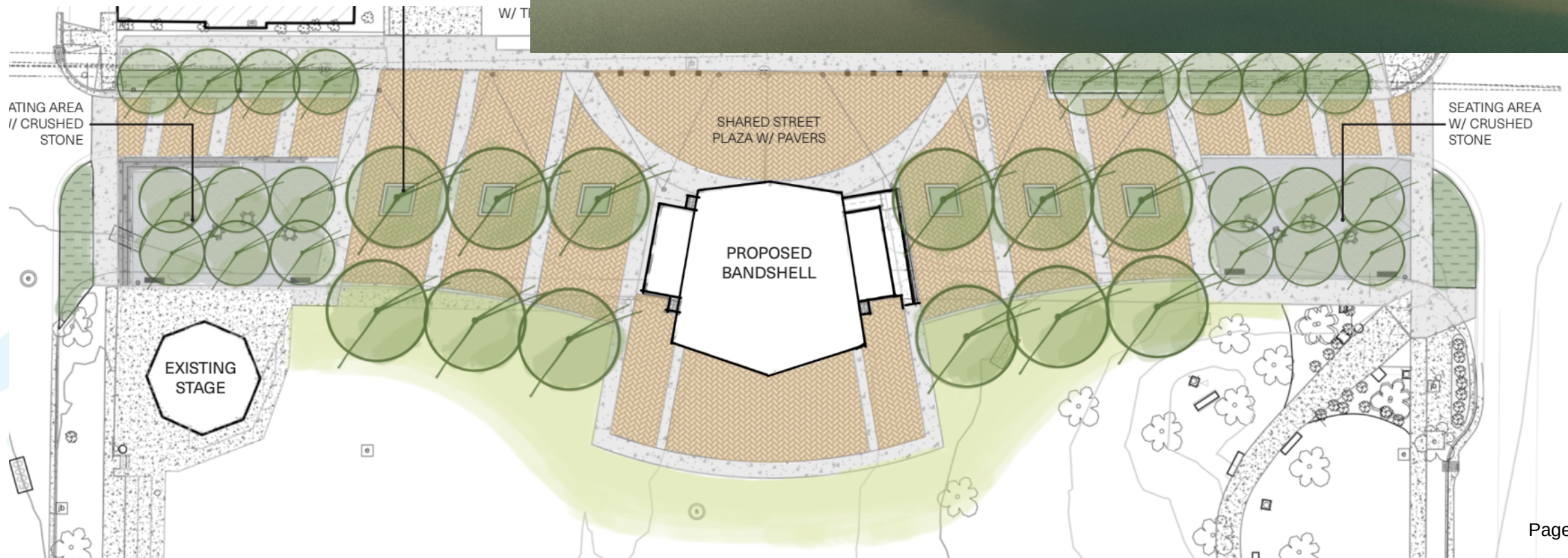
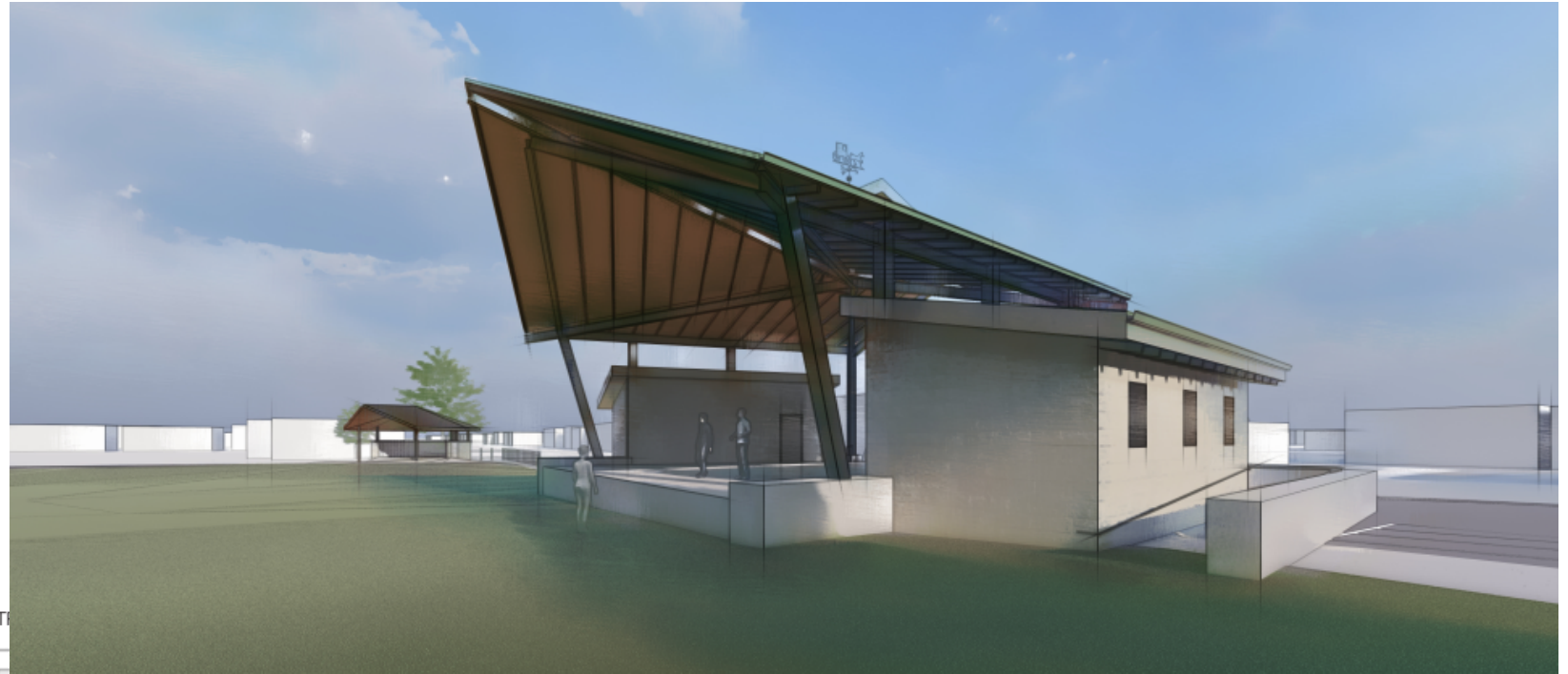
- Highlands – Final Plats
- Views – MDA Amendment – Preliminary Plat
- Finch Creek – MDA Amendment – Preliminary Plat
- College Downs – MDA Amendment

# Sawmill





# Main Stage







# Heber City Council/Planning Commission Work Session

Envision Central Heber Implementation  
Central Heber Overlay Zone

October 15, 2024



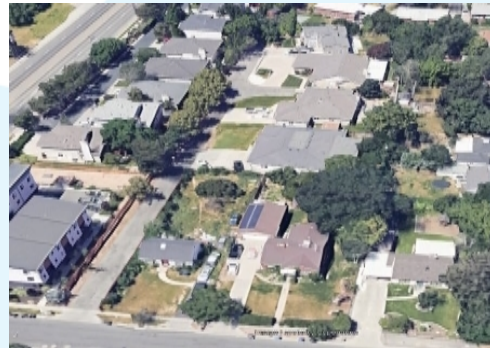
# Central Heber Vision suggested

- More Flexibility for the residential neighborhoods to allow for some infill options
- More Flexibility for the connecting corridor from the West Gateway along Midway Lane to the Downtown
- A Transition area from the downtown to the central neighborhoods with more flexibility





# Any thoughts from the tour that you would like to share?



# Questions we want to address tonight

- Which concepts do you support and in which District/Overlay?
- How could the possibility of an historic district fit in?
- Could there be ordinance incentives for historic home preservation?
- We need your thoughts/direction to move ahead with the Overlays

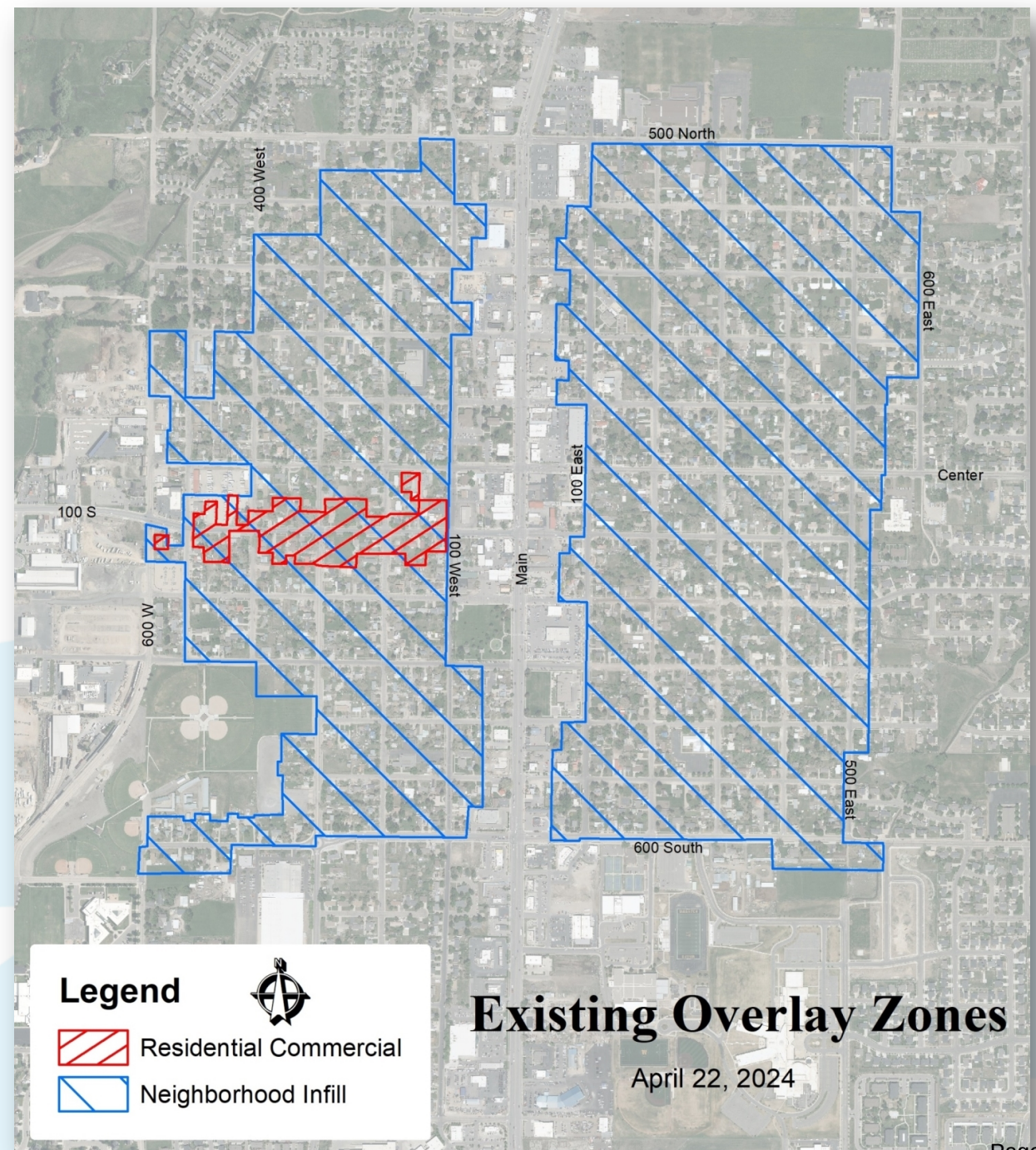


# One Overlay with three sub-districts

- **Infill District (ID).** Is established to allow for various forms of infill. These include flag lots, lots on a private right of way, small lots, and certain missing middle housing types. The Infill District adds additional housing flexibility to the R-2 and R-3 zones in the Downtown area.
- **Midway Lane District (MLD).** Is established as a mixed-use zone consisting of residential and commercial uses. The area is primarily serving residential uses, but it is intended that future use of this area will include additional selective commercial uses to connect the West Gateway to Main Street.
- **Transition District (TD).** The Central Heber Vision suggests an additional mix of uses could be considered as a transition to the residential neighborhoods east and west of the Main Street area. The Transition District (TD) has been established to promote limited uses with a mix consisting of residential and commercial uses. The mix of uses would allow for medium to higher density residential uses, with occasional corners for lower intensity commercial uses. A portion of the Transition District, between 150 West and 150 East, has been identified by the Central Heber Vision, as an area to be considered for rezoning to C-3 Commercial.



# Existing Overlay Zones





# Suggested Overlay Zone Sub Districts

## Midway Lane Sub-District

- Modifies existing Overlay Zone
- **Uses:** Hospitality, Small Commercial, Mixed Use, Missing middle residential
- **Height:** 30 to 35 feet

## Future C-3 Zone

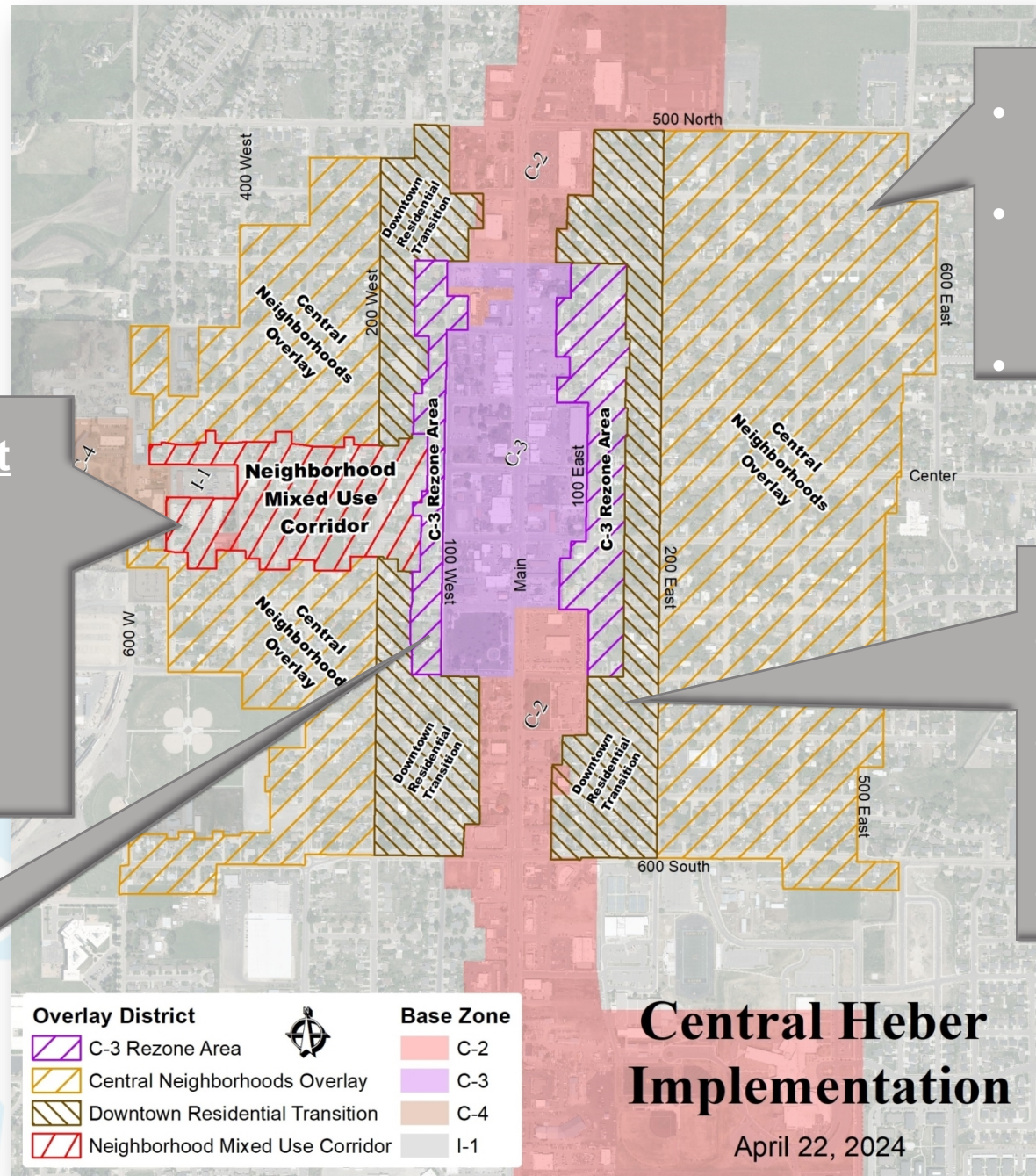
- Could expand as requested

## Infill Sub-District

- Modifies existing Overlay Zone
- **Uses:** Flag Lots, Lots on Private ROW, Detached ADUs, Small Lots remain
- **Height:** 30 to 35 feet

## Transition Sub-District

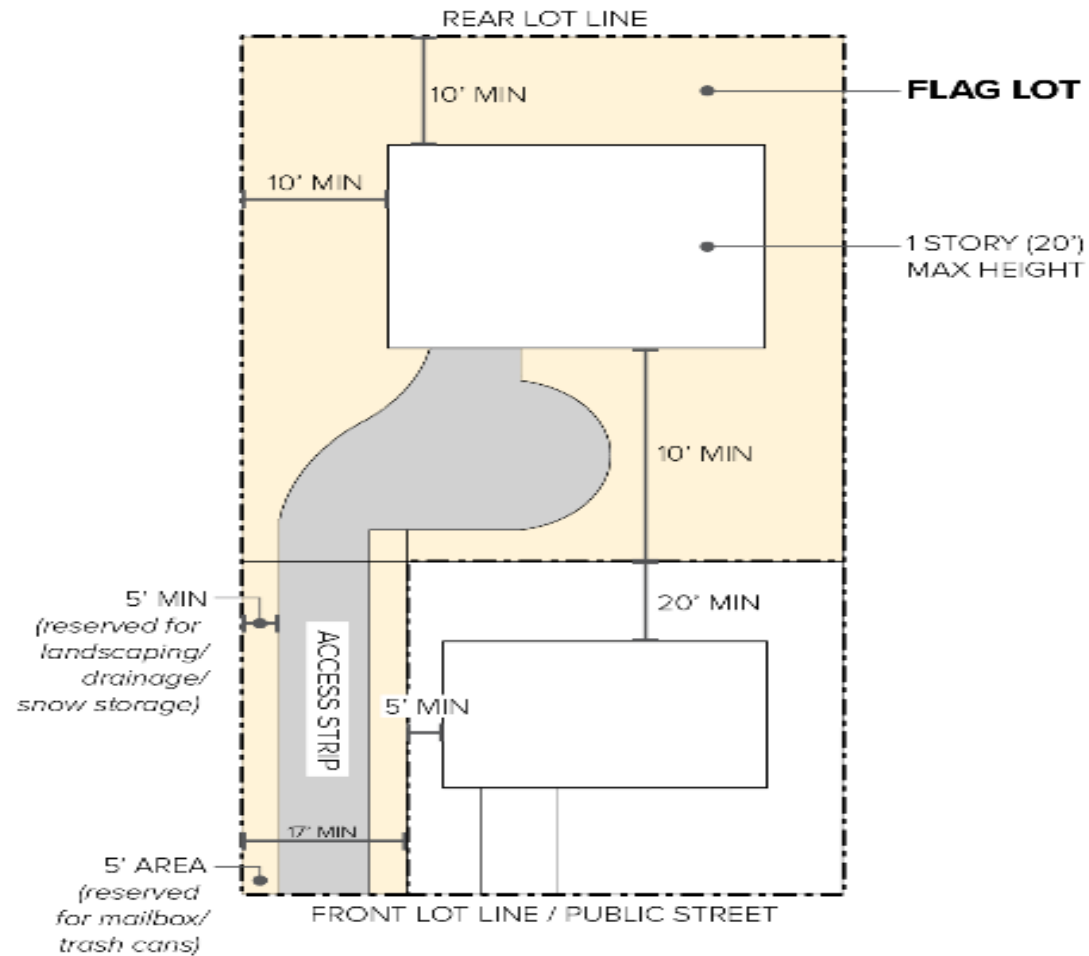
- **Zone:** Modifies portions of existing Overlay Zone
- **Uses:** Missing Middle Residential, Corner Commercial
- **Height:** 35 feet



# Within the Overlays, there are new and/or revised Land Use concepts and some architectural Standards

- Flag Lots
- *Detached ADUs on a separate lot accessed by a permanent easement*
- Lots on a Private ROW
- 5' side yard homes
- Duplex and Twin home
- Mansion Homes (3 and 4-plex)
- Townhouse
- Multi-family courtyard-oriented development
- Mixed Use Buildings
- Commercial Buildings

# Flag Lots with Revised Standards



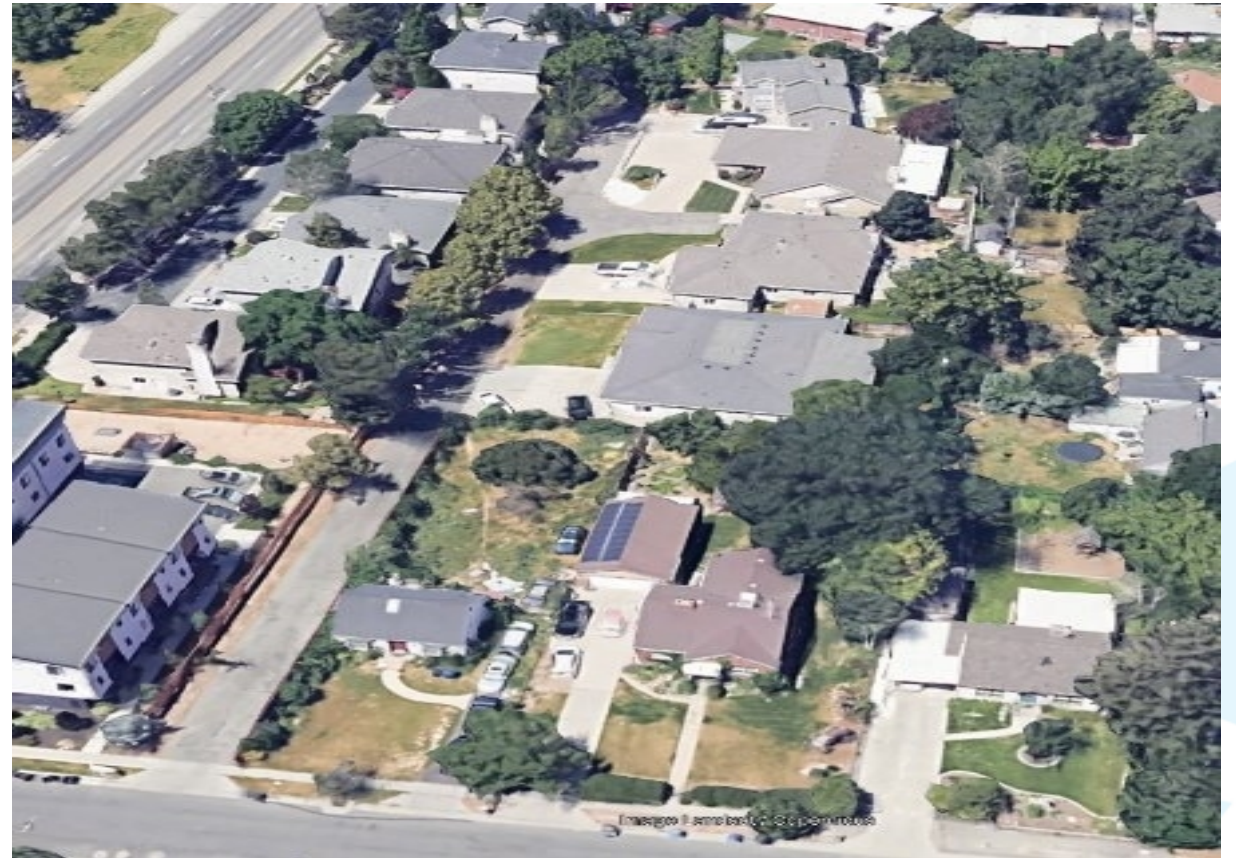
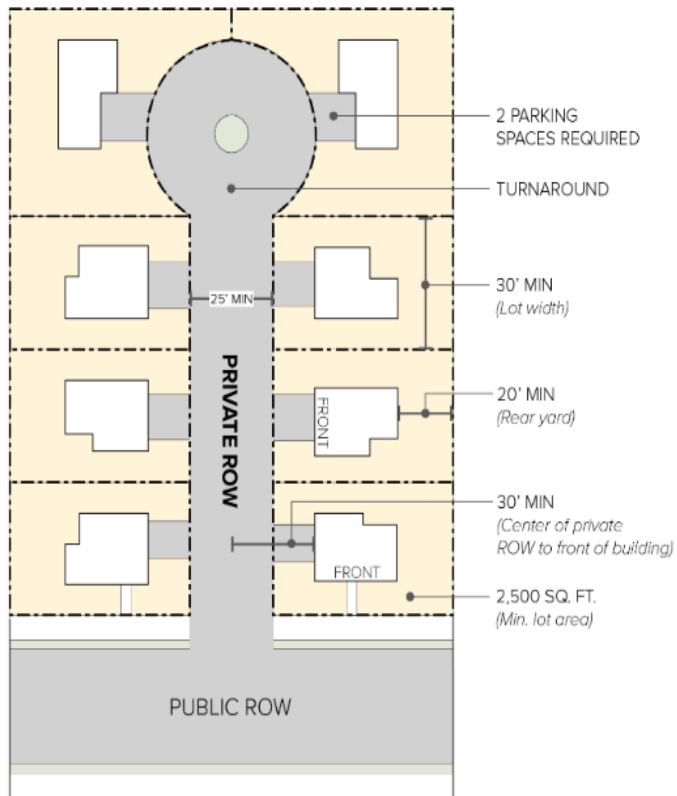


# Separate lot, detached ADU

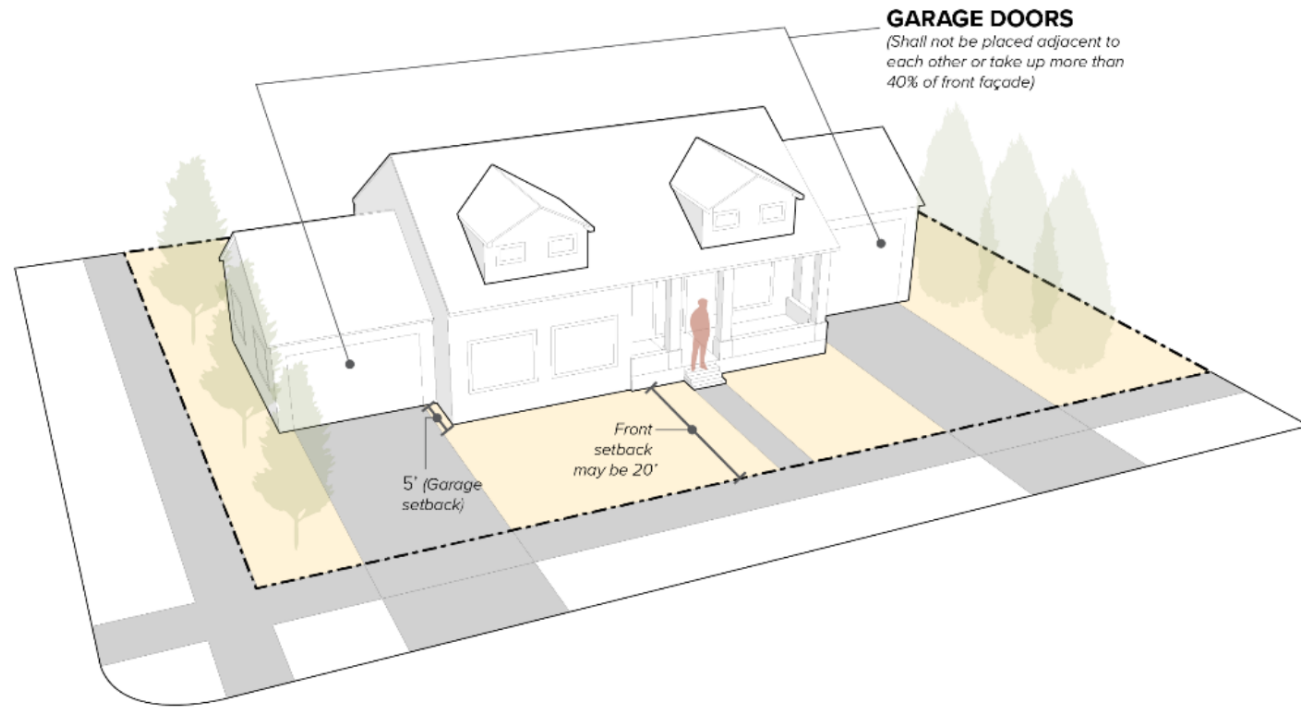
- A small subdivided lot behind the home fronting
- Accessed by a permanent easement
- Need to accommodate 1 parking space off street
- Subordinate in height and size to the existing home



# Lots on a Private Right-of Way



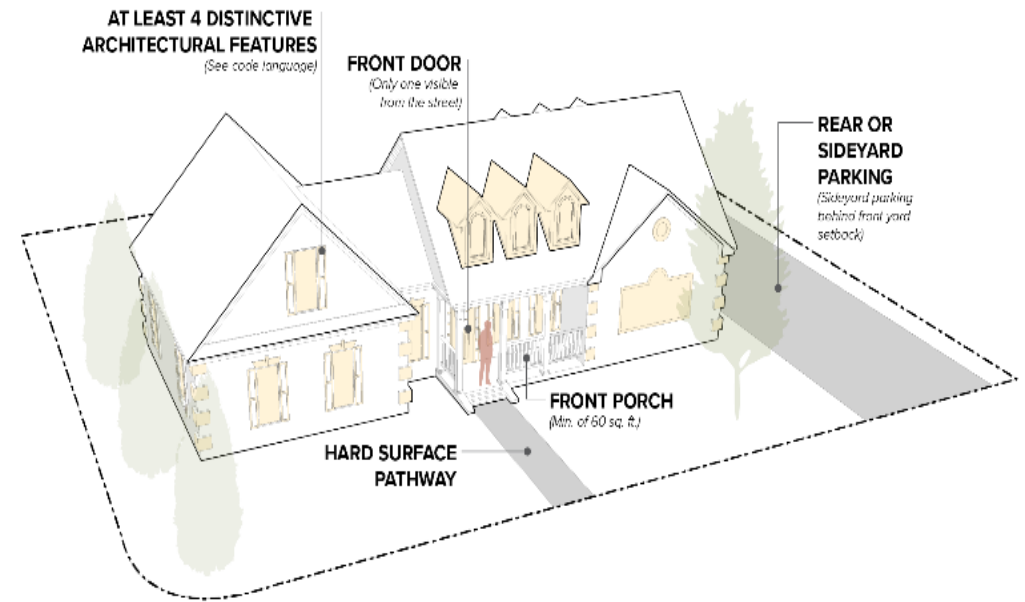
# Setback garages for Duplexes and Twin Homes (State Law may prevent this!)





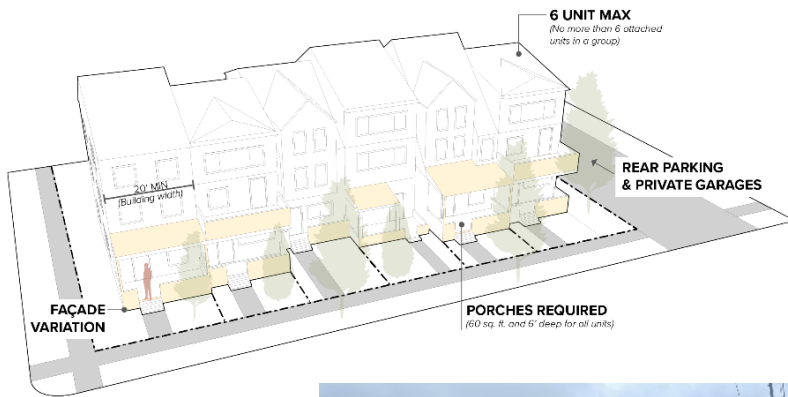
# Mansion Homes – 3 and 4-plexes

- Parking to rear or side
- Front porch
- No vinyl or aluminum siding
- Then choose 4 features from the list

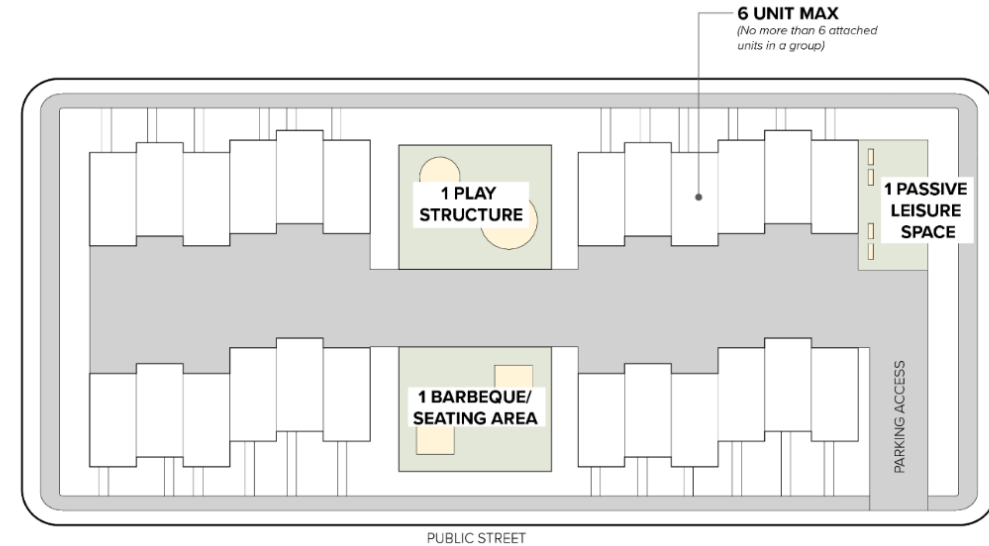




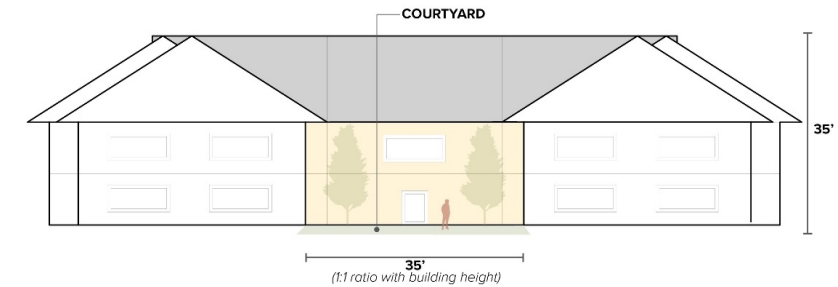
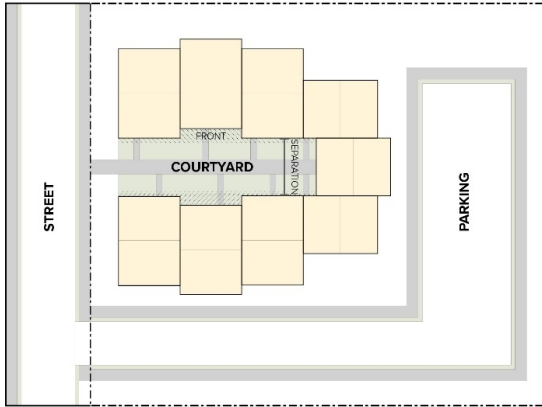
# Townhouses – Two configurations



Notice the use of brick!

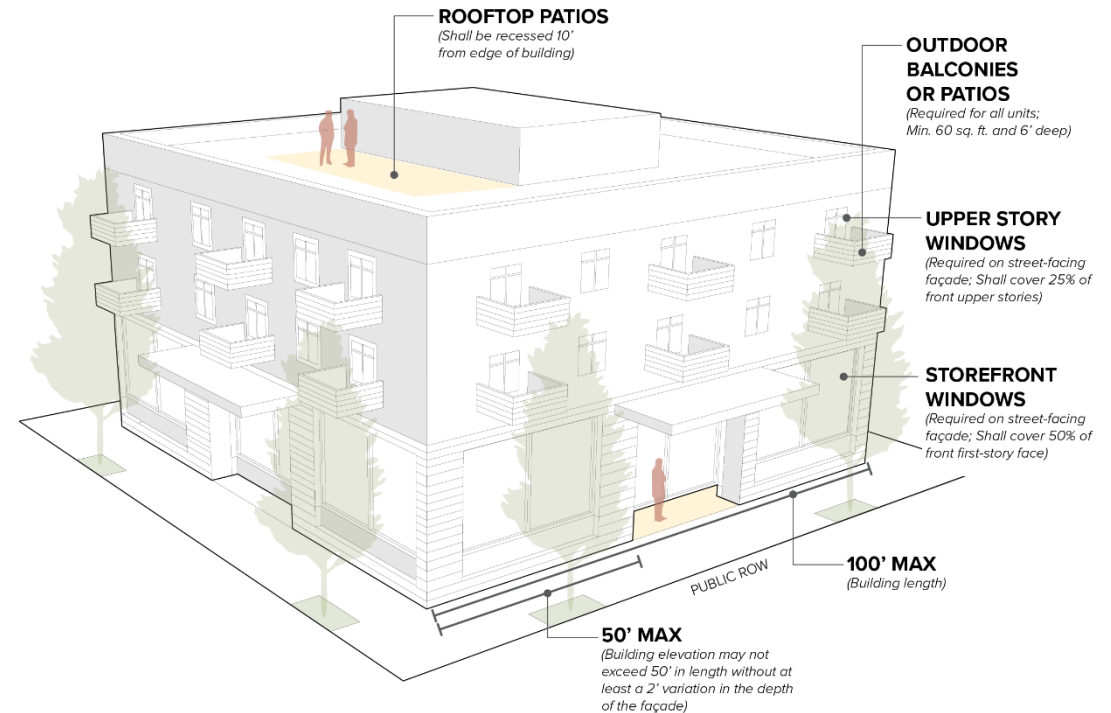


# Multi-family Courtyard developments



# Mixed-Use Buildings

- Residential units require balconies or patios
- Materials – brick, stone, composites, rough wood beams facing the street
- 360 degree architecture
- Façade indentations (2' min.) at least every 50'
- Storefront windows on street



# Commercial Buildings – choose two **features** in addition to a storefront (fewer requirements than the C-3 zone)

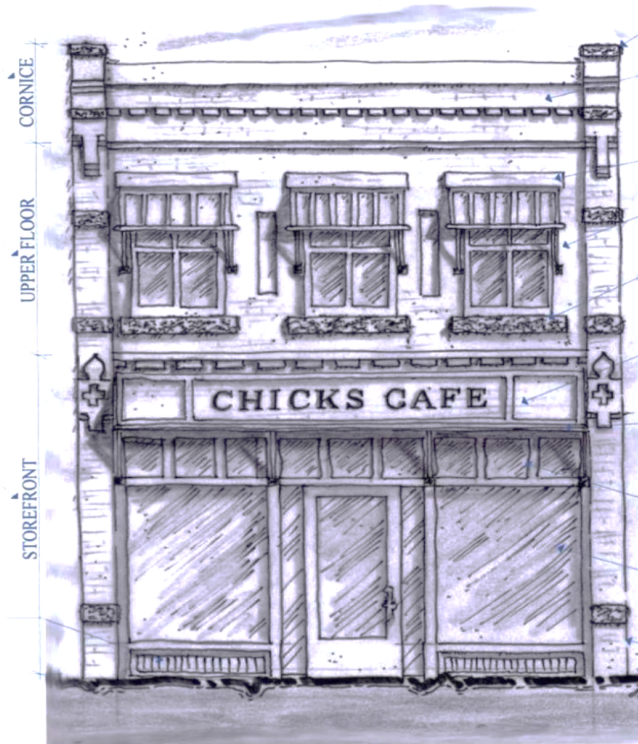
## ANATOMY OF A MAIN STREET BUILDING:

**CORNICE:** the projecting member at the top of the exterior wall.

**UPPER FLOOR:** the usually non-retail volume above the retail ground floor; multistory Main Street buildings are typically between 2 and 4 floors.

**STOREFRONT:** the front exterior wall of commercial space, typically with large areas of glass.

**BULKHEAD:** the areas that support the display windows.



**FINIAL CAP:** decorative terminal at the top of a feature.

**FRIEZE:** the middle horizontal member below the cornice

**WINDOW HOOD:** a projecting structural member above a window. Typically of wood, stone or cast iron.

**SASH:** a frame for glass to close a window.

**SILL:** horizontal member immediately below the window assembly, typically of wood or stone.

**AWNING:** a roof like covering to provide protection against the elements.

**LINTEL:** structural member above a storefront that supports the parapet or upper wall.

**TRANSOM:** upper windows in a storefront; can be operable or fixed, clear or art glass, true divided lite glass modules.

**DISPLAY WINDOW:** the main areas of clear glass on a storefront behind which goods are arranged.

**BUTTRESS:** an exterior mass of masonry set into a wall to strengthen or support



# Draft CHOZ infill options for Midway Lane

- Flag Lots
- Lots on a Private ROW (conditional)
- Duplex and Twin home
- Mansion Homes (3 and 4-plex) (conditional)
- Townhouse (conditional)
- Multi-family courtyard-oriented development
- Mixed Use Buildings (conditional)
- Commercial Buildings

# Draft options for the Transitional Overlay

- Flag Lots
- Lots on a Private ROW
- Duplex and Twin home
- Mansion Homes (3 and 4-plex)
- Townhouse
- Multi-family courtyard-oriented development
- Mixed Use Buildings
- Commercial Buildings

# Draft suggestions for the Central Neighborhoods (Infill District)

- Flag Lots
- *Detached ADUs on a separate lot accessed by a permanent easement*
- Lots on a Private ROW (conditional)
- 5' side yard homes/small lots
- Duplex and Twin home
- Mansion Homes (3 and 4-plex) (conditional)
- Townhouse (conditional)
- Commercial Buildings limited to Daycare

# New potential concepts for Historic Building Preservation

- **Create Incentives**

- Certain housing types only allowed if existing front home is retained (deed restrictions) – could be universal in the ID
- Consider a Transfer of Development Rights (TDR) incentive

***Need something that helps an historic homeowner financially to accomplish upkeep and repairs***

***Can it be guaranteed the dollars will be used for that?***

- **TDR for historic homes**

- Many programs across the Country
- Need to define what types of historic homes (age and/or character)
- City sets up the framework – private transactions
- ***Determine where the credits can be used***
- Developer buys TDR credits from homeowner
- Credits allow developer something extra (more height/more density)
- Deed restrictions and long term tracking



# Questions, Thoughts, and Thank you!



# **SMART** Program

**SAVING MORE AFTER RENEWED THINKING...**

Share bright ideas.  
Save the city money.  
Earn cash for yourself.



## **What is the SMART Program?**

The City of Ocala SMART Program provides employees with an opportunity to become actively involved in the City's efforts to reduce costs, improve service and increase efficiency by submitting ideas that can be rewarded with cash incentives generated by the program.

## **Who can participate?**

All City of Ocala employees below the Director level are eligible to participate including part time, temporary and probationary employees.

## **What are the awards?**

Ideas that are implemented for real financial savings to the City will be eligible for cash bonus of 15% of the savings or revenue gains, to a maximum of \$1,000. Ideas that only increase efficiency may also be eligible for \$20 gift cards to local businesses and restaurants or other forms of consideration.

## **What if I have questions on the SMART Program?**

Contact your Supervisor/Manager or any of the below Committee members. Information is also available on the City's Intranet.

## **Eligibility Requirements**

*Ideas may include, but are not limited to:*

- Savings of time, material, labor, money or energy
- Eliminating unneeded operations or duplications
- Improved methods, procedures, service, safety or work flow
- Increased productivity or efficiency
- Solutions to problems
- Reduced errors or waste
- Increased revenue

*Ideas that would not qualify for an award would include those that:*

- Do not produce a significant "before and after" budgetary or efficiency effect
- Have already been under actual and serious consideration by the City or implemented
- Are criticisms of other employees or their work performance
- Call attention to a problem but offer no practical or constructive solution
- Correct a condition that exists only because an established procedure is not followed
- Pertain to salaries, the city's pay plan, job classifications or other terms of employment
- Impose new or additional taxes or fees for revenue purposes
- Are personal grievances or complaints
- Result in savings that would have occurred anyway through no effort by the City

**INNOVATE. CREATE.**

### **Committee members:**

**Jeannine Robbins, Becky Garbade, Matt Leibfried, Lori Boley,  
Katherine Stewart, Rita Conn, Melissa Northey, Mark Fisher, and Carmen Sirolli**