

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

November 5, 2024

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

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

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

1. Review of Heber Valley Airport Rates and Charges in the Consolidated Fees Schedule (Travis Biggs, Airport Director, Ryan Leick, Aeroplex Group Partners) - *60 min*
2. National Historic District & Historic Buildings Survey (Rachel Kahler, CAMS Executive Director) - *60 min*

II. BREAK - 10 MIN

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

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

IV. CONFLICT OF INTEREST DISCLOSURE:

V. CONSENT AGENDA:

1. Approval of October 1, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Adoption of Resolution 2024-19 Heber City (SSMP) Sanitary Sewer Management Plan (Matthew Kennard, Public Works Director)
3. Mayoral Nomination to the Airport Advisory Board (AAB), Historic Preservation Commission, and the Parks, Open Space, Trails, and Trees (POSTT) Committee ()

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

VII. GENERAL BUSINESS ITEMS:

1. Downtown Infrastructure Replacements Project Update (Russ Funk, City Engineer) - *10 min*
2. Monthly Public Safety Report (Parker Sever, Chief of Police) - *10 min*

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

1. Acceptance of Provost Annexation Petition (Jamie Baron, Planning Manager) - *20 min*
2. Old Mill Village Impact Fees (Jamie Baron, Planning Manager) - *20 min*
3. Removal From Office Planning Commission Appointee () -

IX. COMMUNICATION:

X. CLOSED MEETING:

1. UCA 52-4-205(1)(a) Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual () - *30 min*

XI. ADJOURNMENT:

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

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

Posted on October 31, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 11/5/2024

SUBJECT: Review of Heber Valley Airport Rates and Charges in the Consolidated Fees Schedule

RESPONSIBLE: Travis Biggs, Ryan Leick

DEPARTMENT: Airport

STRATEGIC RELEVANCE:

SUMMARY

The Heber Valley Airport is entering a sustained, capital intensive period of facility redevelopment with little in reserve to finance construction projects. Over the 20-year planning period discussed in the Airport Master Plan, the Airport must generate approximately \$4.4 million in additional revenue above existing levels to fund the local share of the Airport Capital Improvement Plan, of which \$1.8 million is required through 2030. Funding this aggressive capital redevelopment program is feasible, but an immediate increase in airport rates and charges is required to fund a capital reserve from surplus revenue if the Sponsor desires to avoid debt financing through airport revenue bonds.

RECOMMENDATION

That the City Council review and provided feedback on the proposed EXHIBIT A (Consolidated Fee Schedule), which would amend Title 3.15, Exhibit A, Section 2 (Airport) of the Heber City Municipal Code, Revenue and Finance, as described herein. City staff intends to return to the City Council at its November 19, 2024 meeting to seek adoption of Exhibit A by ordinance.

BACKGROUND

Heber Valley Airport ("HCR" or "Airport") is operated by Heber City ("Sponsor" or "City"). In June 2023, Heber City Council approved the Airport Master Plan developed by T-O Engineers (now Ardurra), including the Airport Capital Improvement Plan ("ACIP") that projects capital expenses and project phasing of facilities. The City engaged Aeroplex Group Partners (now Ascension Group Partners or "AGP") to conduct the Heber Valley Airport Rates & Charges Study dated August 2, 2024, with the purpose of determining appropriate aeronautical fees sufficient to cover the Airport's operating expenses and funding requirements for capital projects in the ACIP.

AGP presented the Rates & Chares Study to the Airport Advisory Board on August 7, 2024. The report discussed several alternatives for increasing revenues at HCR and concluded that some adjustments to fuel flowage fees and/or landing fees would likely to be necessary to ensure adequate reserves to fund the ACIP. The report provided three options in this regard:

- OPTION 1a would increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$6.00 (50% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$6.00 / 1,000 pounds MTOW (50% increase).
- OPTION 1b would eliminate the based aircraft waiver for landing fees or implement a based aircraft fee in lieu of landing fees at \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over in addition to the transient aircraft landing fee increase proposed in Option 1a.
- OPTION 2 would achieve a comparable financial result as OPTION 1b without significantly increasing landing fees by implementing rate increases and new fees.

The Airport Advisory Board voted to recommend adoption of OPTION 2 with amendments as follows:

1. Increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) effective January 2025,
2. Escalate landing fees for transient aircraft by 3% annually and exempt transient piston and electric aircraft under 8,000 pounds,
3. Establish a hangar rental rate of \$2,000 per month for City-owned hangars on Hangar Row,
4. Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
5. Assess an AOA Access Fee for all users of \$40 per year with one AOA access included for a hangar owner or lease agreement with the City and recommend that all cards be turned off on October 15, 2024,
6. Collect a \$100 per month parking fee on airport owned property,
7. Assess a rental car and TNC fee charge equal to 10% of gross income, and
8. Increase the existing Airport Apron Ground Lease rate from \$0.07 to \$0.25 per sq. ft. annually

DISCUSSION

Staff has reviewed the Airport Advisory Board's recommendation and sought additional legal counsel. Staff intends to recommend adoption of the recommended items approved by the Airport Advisory Board, with the following three amendments:

- No change to the fuel flowage fee,
- Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$5,000 for gross income between \$100,000 and \$1,000,000, and 2%

of gross income over \$1,000,000, and

- Increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$5.00 (25% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$5.00 / 1,000 pounds MTOW (25% increase).

Staff is not recommending a fuel flowage fee increase at this time due to language contained in the FBO lease that requires adjustments to the fuel flowage fees be made at five year intervals (with the next opportunity in 2025), and only as reflected by “regional trends.” Legal counsel is working the FBO to clarify this language and reach agreement as to how “regional trends” should be determined. At the present time, staff has not determined whether the available data regarding historical changes to other airports’ fuel flowage fees would support a recommendation to modify HCR’s fuel flowage fee.

The proposed tiered Commercial Aeronautical Permit Fee structure simplifies collection of the fee by generally eliminating the need to annually audit financial statements for Operators known to generate less than \$1,000,000 in gross income, while increasing the percentage-based fee for larger SASOs. These fees are consistent with Commercial Aeronautical Permit Fees at other airports and ensure that businesses benefiting from the use of public infrastructure contribute their fair share. Consistent with the Airport’s existing rates and charges, a Commercial Aeronautical Permit Fee is assessed only on the operations of a SASO. As is the case at most airports, an FBO is instead assessed fuel flowage fees.

Staff does not recommend adopting the Airport Advisory Board’s recommendation to exempt transient piston and electric aircraft under 8,000 pounds based on advice from legal counsel that such exemption would likely violate Federal Aviation Grant Assurance 22, which prohibits airports from engaging in unjust discrimination in establishing rates and fees. Assessing landing fees against only jet and turboprop aircraft would be considered unjustly discriminatory.

Staff’s recommendation that the landing fee be increased from \$4.00 per 1,000 pounds to \$5.00 per 1,000 pounds is based on a projection of capital funding needs and anticipated reserves through 2030 (the rate-setting period recommended by the Airport Advisory Board), as described in the attached pro forma. Increasing the landing fee to \$5.00 would result in approximately \$80,000 in additional annual revenue based on the current number of transient operations. When combined with the other mechanisms to increase revenue described above (also reflected in the pro forma), the City will be able to both satisfy its near-term obligations under the ACIP, as well as begin building capital reserves for the more substantial capital outlay required in future years. This accumulation of reserves also allows the City to keep rates and charges and stable, rather than look to increasing the landing fee or other variable charges more significantly in future years. Staff recommends that the City plan to revisit rates and charges no later than 2030 to ensure that it is not accumulating more reserves than is reasonably necessary to ensure funding of the ACIP and any future identified projects.

The City’s agreement with the FBO requires – at any time the City proposes to increase the landing fee by more than 3 percent year over year – that the City Council specifically find that the proposed increase is (i) reasonable and not unjustly discriminatory, pursuant to FAA rules and policy; and (ii) reasonably necessary to achieve or maintain the Airport’s financial self-sustainability. Staff believes

that the City Council may make such findings with respect to the proposed increase. The proposed landing fee is reasonable insofar as it is based on the City's projected capital needs. The proposed landing fee is not unjustly discriminatory, as it applies equally to all transient aircraft and the FAA has previously found that based aircraft may be exempted from such fees. The proposed landing fee is also reasonably necessary to achieve or maintain the Airport's financial self-sustainability. The FAA defines self-sustainability as a fee and rental structure that is adequate to fully recover aeronautical costs, including the establishment of reasonable reserves and other funds to facilitate financing and cover contingencies. As shown in the attached pro forma, increasing the landing fee by \$1.00 allows the City to satisfy its near-term capital expenses and begin building reasonable reserves for further ACIP needs. By the end of 2030, the proposed rates and charges program is anticipated to result in a capital fund balance of approximately \$720,000, representing approximately 21 percent of the City's total obligation to fund the ACIP adopted via the Master Plan through 2038.

In addition to other means of increasing revenues discussed but not recommended for adoption in the Rates and Charges Study, staff considered whether it should "sell" those hangars which will revert to the City's ownership in the coming years, rather than lease them at a facility rate. It has been argued that selling such hangars would allow the City to immediately realize the present value of a facility lease such that revenues are available to fund the City's ACIP obligations. Staff has consulted with legal counsel and AGP and does not recommend this approach. First, this practice does not appear to be common in the industry and we have not found examples of other airports selling facilities to private parties and granting an ongoing ground lease. Second, staff suspects that the terms of such a sale would impair the hangars' marketability; for example, the City would need to make clear that a purchaser's rights are in all respects subordinate to the ground lease on which the hangar sits. Third, there may be substantial opportunity costs with such a transaction. A sponsor-owned hangar lease is typically month-to-month or year-to-year, allowing the City to pursue other development opportunities should they be in the public interest. We suspect that selling the hangars would require the City to also execute long-term ground leases, potentially as long as 50 years, which forecloses any flexibility the City may have in developing the Airport in a different manner in the future. Accordingly, staff recommends adoption of a \$0.34 per month per square foot rental rate of facilities which revert to its ownership, which is reflected in the pro forma for those facilities anticipated to revert over the rate-setting period.

FISCAL IMPACT

The staff recommendation is expected to build an airport reserve of approximately \$720,000 in 2030, representing 21% of the Sponsor Participation of Uncompleted Projects (i.e., the total amount that the City will be expected to contribute under the full ACIP adopted via the Master Plan through 2038).

CONCLUSION

It is our recommendation that EXHIBIT A (Consolidated Fee Schedule) associated with Title 3.15 of the Heber City Municipal Code, Revenue and Finance, be approved. Staff intends to return to City Council on November 19, 2024 to seek such approval, unless the Council has additional feedback.

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: Airport
Staff member:

EXHIBITS

1. Airport Fees
2. HCR Rates & Chargest Study - 20240802 FINAL
3. 2024-10-31 - HCR Rates Pro Forma (2167129.1)

EXHIBIT A – AIRPORT FEES

SERVICE	FEE
Airport Apron Ground Lease – Lease Entered into After Jan. 2025	\$0.25 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Ground Lease – Lease Entered into After Feb. 2015	\$0.42 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Rental Rate (City-Owned: Hangar Row)	\$2,000 per month Effective 01/01/2025
Airport Hangar Rental Rate (City-Owned: Other)	\$0.34 per sq. ft per month Effective 01/01/2025
Automotive Parking Fee (City-Owned Property)	\$100 per vehicle per month Effective 01/01/2025
Aviation Trailers, i.e. Glider Trailers	\$60.00 per year Effective 01/01/2021
Commercial Aeronautical Permit Fee (Gross Sales <\$100,000)	\$500 Effective 01/01/2025
Commercial Aeronautical Permit Fee (Gross Sales \$100,00 to \$1,000,000)	\$5,000 Effective 01/01/2025
Commercial Aeronautical Permit Fee (Gross Sales > \$1,000,000)	2% of Gross Income Effective 01/01/2025
Commercial Non-Aeronautical Permit Fee (i.e. Rental Car / Transportation Network Company)	10% of Gross Income Effective 01/01/2025
Fuel Flowage Fee	\$0.05 per gallon
Landing Fees (Transient Aircraft)* = to & > than 8,000 lbs. MTOW	\$5.00 per 1,000 lbs. MTOW equal to and greater than 8,000 lbs. Effective 01/01/2025
Landing Fees (Transient Aircraft)* = <8,000 lbs. MTOW	\$5.00 Effective 01/01/2025
Proximity Gate Access Card	\$0.00 – Hangar owners – (additionally requested access \$40/yr, i.e. employees) \$40.00/yr – Subtenants & Non-Hangar Owners (i.e. glider pilots, balloon pilots, etc.) \$20.00 – Short-term access (i.e. contractors, air attack crews, etc.) \$60.00 – Lost gate card/replacement (Registered based aircraft 1/2 off) Effective 01/01/2021

* An aircraft not owned by a person having a lease or license agreement with the City is considered a transient aircraft.

HEBER VALLEY AIRPORT RATES AND CHARGES STUDY

FINAL REPORT

August 2, 2024



Heber Valley Airport (“HCR” or “Airport”) is Operated by Heber City (“Sponsor” or “City”). In June 2023, Heber City Council approved the Airport Master Plan developed by T-O Engineers (now Ardurra). The Master Plan depicts proposed facilities on the Airport Layout Plan (“ALP”) in Chapter 7 / Appendix D. The Airport Capital Improvement Plan (“ACIP”) projects capital expenses and project phasing of facilities on the ALP in Chapter 9 / Appendix C. The City engaged Aeroplex Group Partners (“AGP”) to conduct this *2024 Rates and Charges Study* with the purpose of determining appropriate aeronautical fees sufficient to cover the Airport’s operating expenses and funding requirements for capital projects in the ACIP.

This is the third in a series of reports conducted by AGP on behalf of the City. The *Heber Valley Airport Financial Requirements Analysis* (2022 Financial Analysis) was completed by AGP in December 2022 to estimate the financial implications of operating the Heber Valley Airport without making any physical changes required to comply with FAA design standards for Airport Reference Code (“ARC”) Category C-II. The *Heber Valley Airport ARC C-II Upgrades Financial Analysis* (2023 Revised Financial Analysis) was completed by AGP in June 2023 to determine funding requirements for constructing the facilities depicted on the ALP and determine if the Heber Valley Airport could feasibly generate sufficient revenue to meet federal grant match requirements. Federal grants provide funding equal to approximately 90% of the eligible project costs in exchange for obligations to uphold FAA Grant Assurances. The City’s 10% match is expected to be offset by grants from the Utah Department of Transportation (“UDOT”) equal to one-half of the required federal match.

The *2023 Revised Financial Analysis* concluded that projected operating revenues from existing sources would not be adequate to fund the five percent grant match unless airport rates and charges are increased. This *2024 Rates and Charges Study* was conducted to calibrate previous assumptions used in the *2023 Revised Financial Analysis*. Ardurra revised cost estimates for the ACIP included in the Airport Master Plan. The City also provided FY 2024-25 budget revenues and expenses for the Airport Special Revenue Fund (21) and Airport Capital Improvement Fund (41). **This study is not an examination of the City’s approved budget, for which a public process exists, but instead focuses on acceptable sources of revenue generation to fund the approved budget.** An expanded survey of market-based rates and charges was conducted for a peer set of airports along with a landing fee analysis, which uses a residual cost-recovery methodology to determine a range for landing fees adequate to cover the City’s obligations without accumulating an excessive reserve.

The following options are available to increase revenues at HCR:

1. increase the Airport Apron Ground Lease rate of \$0.07 per sq. ft. to \$0.25 per sq. ft. (360%),
2. increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) after January 2025 with market rate adjustments every 5th year,
3. adopt a Rental Car / TNC Fee equal to 10% of gross receipts,
4. establish a hangar rental rate of \$0.34 / sq ft monthly for City-owned hangars,
5. change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
6. assess the AOA Access Fee for all users with no waiver for hangar owners;
7. collect a \$45 / month parking fee on airport-owned property,
8. escalate landing fees by three percent annually, or
9. increase landing fees from \$4.00 to \$6.00 (50% increase) for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds and from \$4.00 to \$6.00 / 1,000 pounds (50% increase) for transient aircraft with a MTOW of 8,000 pounds or more, and/or
10. eliminate the based aircraft waiver for landing fees or establish a Based Aircraft Fee of \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over.

1.0 Airport Rates and Charges

Grant Assurance 24, Airport Fees and Rents, requires the airport maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport. Airport proprietors must employ a reasonable, consistent, and transparent (i.e., clear and fully justified) method of establishing rates and charges, and adjustments on a timely and predictable schedule. FAA will not ordinarily investigate the reasonableness of a general aviation airport's fees absent evidence of a progressive accumulation of surplus aeronautical revenues. In establishing new fees, and generating revenues from all sources, airport owners and operators should not seek to create revenue surpluses that exceed the amounts to be used for airport purposes, including reasonable reserves and other funds to facilitate financing and to cover contingencies.

A hybrid compensatory / residual methodology is used to determine rates and fees charged at the Airport. Under this methodology, HCR charges market-based rates comparable to a peer set of airports ("Peer Set") for the lease of airport property and airport-related services to aeronautical users while establishing any approved non-aeronautical use of the Airport at fair market value. The Airport's landing fee is calibrated to balance operating and capital budgets after cross-crediting other airport revenues and any reserves.

2.0 Market-Based Rate Survey

A market-based survey of rates and charges was conducted on a Peer Set of fifteen comparable airports, including Heber. Two hundred and eight two (282) publicly owned, public use airports in Utah and surrounding states were evaluated to select the airports most similar to HCR for inclusion in the Peer Set.

FAA ID	Name	State	Distance	NPIAS Role	ILS	ATCT	Based AC	CII TFMSC	Index Score
HCR	HEBER VALLEY	UT	0	National	N	N	100	1,156	5.00
EKO	ELKO RGNL	NV	230	Non-Hub	N	N	72	815	4.75
DNA	DONA ANA COUNTY	NM	650	Regional	N	N	130	240	4.68
DIJ	DRIGGS-REED MEML	ID	226	Regional	N	N	45	1,213	4.68
MYL	MC CALL MUNI	ID	386	Local	N	N	92	708	4.67
COD	YELLOWSTONE RGNL	WY	305	Non-Hub	N	N	75	2,164	4.67
CNY	CANYONLANDS RGNL	UT	149	Non-Hub	N	N	46	1,530	4.64
LAR	LARAMIE RGNL	WY	306	Non-Hub	N	N	38	1,352	4.63
EIK	ERIE MUNI	CO	338	Local	N	N	135	743	4.60
IGM	KINGMAN	AZ	386	Local	N	N	83	218	4.60
VEL	VERNAL RGNL	UT	101	Regional	N	N	30	1,053	4.59
HII	LAKE HAVASU CITY	AZ	439	Regional	N	N	157	264	4.55
SEZ	SEDONA	AZ	390	Local	N	N	63	331	4.54
PGA	PAGE MUNI	AZ	246	Non-Hub	N	N	70	2,291	4.53
SBS	STEAMBOAT SPRINGS	CO	240	Regional	N	N	57	43	4.52

Figure 1. HCR Airport Peer Set.

Five criteria were used in the evaluation: NPIAS role, number of based aircraft, TFMSC C-II operations, Air Traffic Control Tower (ATCT), and Instrument Landing System (ILS) facilities. Data was acquired from the FAA Form 5010-1 Airport Master Record (Existing Public Use Airports) database. The National Plan of Integrated Airport Systems ("NPIAS") role is based on the two systems of categorization for Primary and Non-primary airports. Non-primary airports are categorized as Unclassified, Basic, Local, Regional, and National while Primary airports are categorized as Non-Hub, Small, Medium, and Large hub. The Traffic Flow Management System Count ("TFMSC") operations for Airport Reference Code C-II aircraft or above was acquired from the FAA Aviation System Performance Metrics Web Data System for CY2022.

All airports in the Peer Set were scored on the five criteria by indexing the value for each airport minus the value for HCR on a scale of 0 to 1 with the highest score given to airports identical to HCR and the lowest score given to airports most dissimilar to HCR. For instance, HCR received a score of 1 in each of the five criteria for a total index score of 5.0. Elko Regional Airport (EKO) was the next most similar airport in the region with a total index score of 4.75: NPIAS Role (0.889), based aircraft (0.925), TFMSC C-II Operations (0.936), ATCT (1.000), and ILS (1.000). Only airports with a score greater than 4.50 were included in the Peer Set. A sample of the top 60 airports is provided in Appendix A.

2.1 Ground Lease and Hangar Rent Rates

Ground lease and hangar rent rates are difficult to compare because most property leases are uniquely determined based on existing improvements, access to the airfield, negotiation between parties, appraisals, and/or comparative properties. Surveying ground lease and hangar rent rates is informative but such rates are not universally comparable from airport to airport. Ground lease rates are typically influenced by terms specified in the lease, such as required scheduled improvements over the lease term or conditions such as reversion requirements at the end of the term.

Ground lease rates are often bifurcated for unimproved sites with no utilities or taxiway access and improved sites that have utilities and taxiway access. The most common structure in the survey was a single aeronautical ground lease rate. The rates displayed in Figure 2 are for improved aeronautical sites at Peer Set airports. Note, HCR has a bifurcated rate for Airport Aeronautical and Airport Apron.

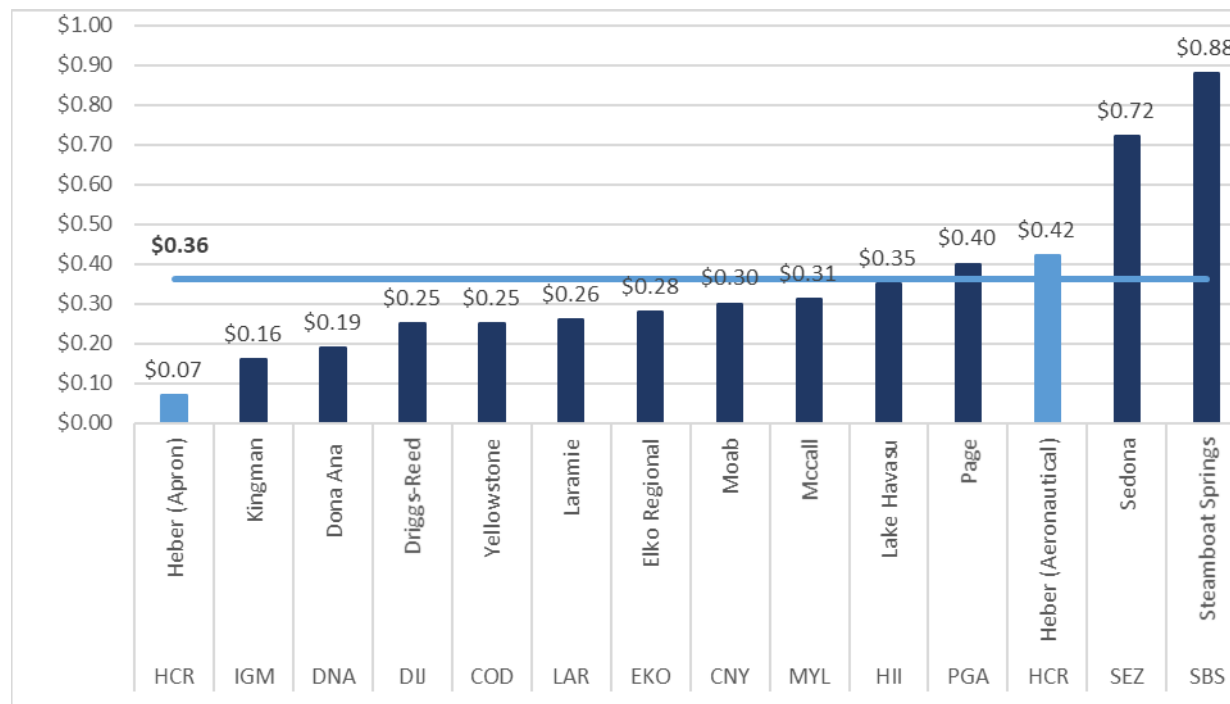


Figure 2. Ground Lease Rates (\$/sq. ft. annually).

Heber's Airport Aeronautical Lease rate of \$0.42 / sq. ft. annually is slightly above the market average of \$0.36 / sq. ft. The only two airports in the survey with higher aeronautical ground rents are 71% and 110% above HCR. The Airport Aeronautical Lease rate is in line with market, but the existing Airport Apron Ground Lease rate should be increased to the 25th percentile, from \$0.07 per sq. ft. to \$0.25 per sq. ft. annually.

Hangar rental rates were not included in the scope of this study because the City does not currently own any hangars at HCR. However, several reversionary ground leases with existing hangars have already expired or are set to expire in the next few years. Figure 3 shows the average box hangar rental rates at comparable airports, several of which are in the Peer Set, previously collected for the 2023 Revised Financial Analysis.

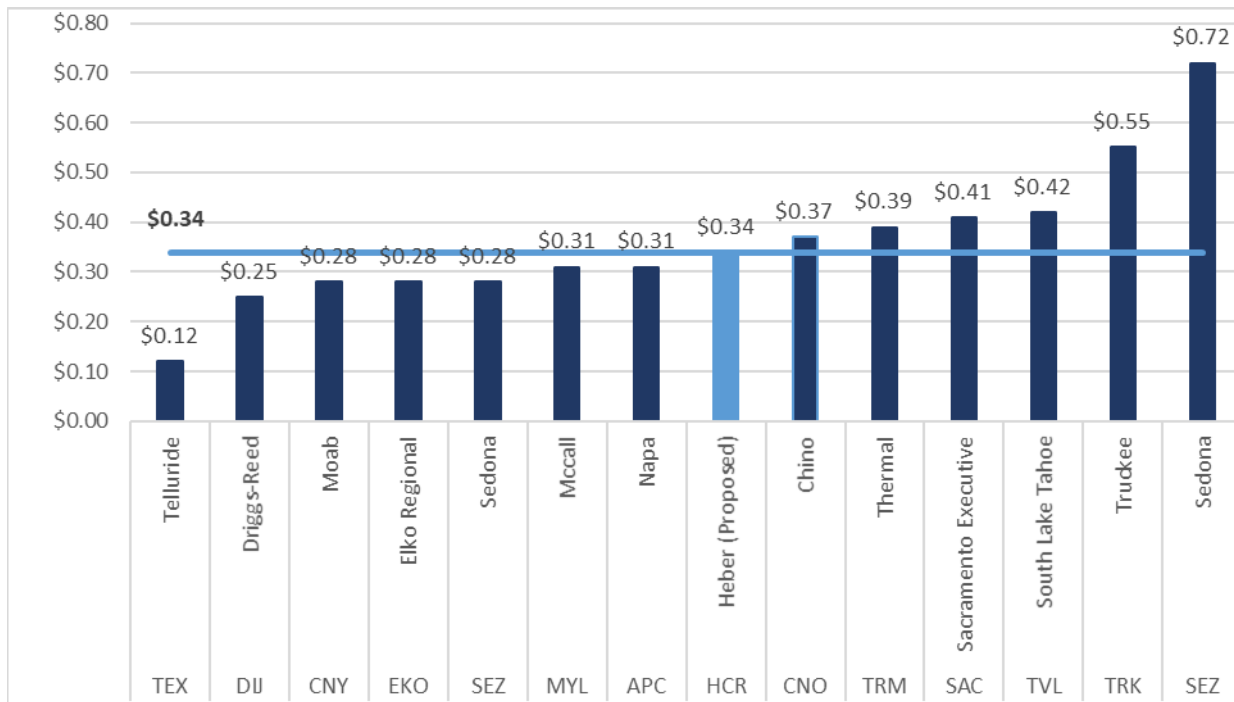


Figure 3. Hangar Rent Rates (\$/sq ft monthly).

2.2 Fuel Flowage Fee

Fuel flowage fees are a charge on fuel sales by Fixed Base Operators (“FBOs”) and remitted to the Airport. Similar to ground lease rates, airports occasionally bifurcate fuel flowage fees for jet fuel and avgas. Figure 4 shows the jet fuel flowage fee for Peer Set airports relative to HCR.

The Airport’s existing fee of \$0.05 / gallon has been in place since 2012 and is significantly below the average of \$0.12 / gallon while slightly above the range floor. Driggs and Page charge a separate avgas fuel flowage fee of \$0.10 and \$0.05 / gallon respectively. Adopting Driggs fuel flowage fee structure that straddles the market average with \$0.15 / gallon for jet fuel and \$0.10 / gallon for avgas would represent a 100% increase in avgas and 200% increase in jet fuel flowage fees.

These rates are in line with comparable airports in the Peer Set and below the 5-year regional percentage change in jet fuel (41%) and avgas (167%) fuel flowage fees at publicly owned airports within a 50 nautical mile radius of HCR.¹

¹ The airport is contractually bound to only adjust fuel flowage fees every fifth year in line with regional trends. The analysis assumes a 20% increase in fuel flowage fees every 5th year.

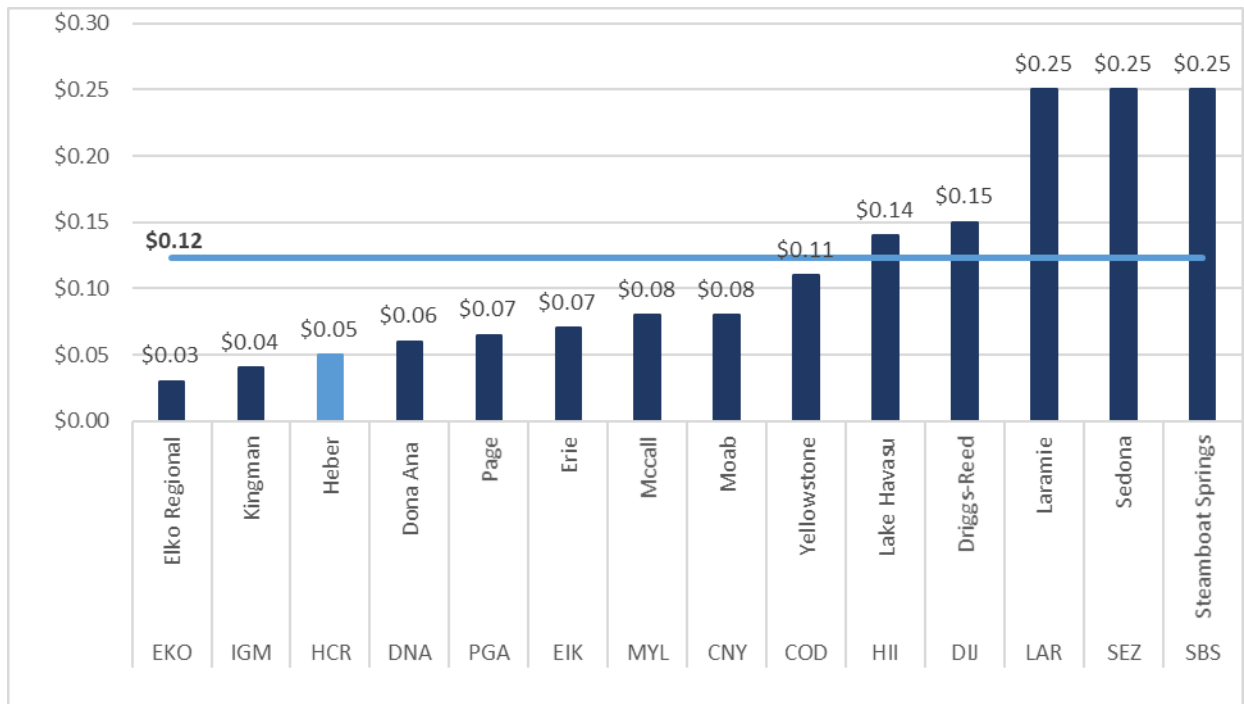


Figure 4. Jet Fuel Flowage Fee (\$/gallon).

2.3 Other Airport Fees and Charges

Airports in the Peer Set were selected on characteristics similar to those found at HCR. However, many other circumstances influence the revenue-generating ability of the airport to cover capital and operating expenses toward the FAA's stated goal of self-sufficiency described in Grant Assurance 24. Some airports in the Peer Set operate proprietary-exclusive FBOs, airport-owned hangar developments and aircraft parking ramps, or collect a Passenger Facility Charge from commercial air carrier passengers that generate additional sources of revenue not available to HCR. These circumstances also influence the opportunities available to HCR for additional revenue-generation, such as vehicular parking and rental car / Travel Network Company ("TNC") fees from companies such as Uber, Lyft, and Turo. Thus, comparable market rates are informative in determining appropriate rates at HCR, but market rates may reflect other budget-balancing revenue sources that are not available to the Airport.

The adoption of a Rental Car / TNC Fee equal to 10% of monthly gross receipts represents the most significant source of incremental revenue from other airport fees.² The Airport should also consider adopting a new vehicular parking fee for the existing 38 spaces on airport owned property at the Peer Set average of \$45 / month, up to the range maximum of \$150 / month. However, collecting this parking fee would require public or private investment in physical infrastructure. The existing Commercial Aeronautical Permit Fee of 1% gross income is not consistently collected and should be changed to simplify collection to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000. The AOA Access Fee waiver for hangar owners could be eliminated to generate additional airport revenue³ while remaining within the market range. The existing percentage-based Hangar Transfer Fee is unique within the Peer Set but is an accepted practice nationally.

² Rental Car / TNC Fee revenue is not included in the analysis as no historical baseline exist to forecast revenue.

³ Collecting \$40 for the 375 exempt AOA badges would generate \$15,000 in incremental annual revenue.

HCR could add or change the following fees while remaining within the range of Peer Set market rates:

Rental Car / TNC Fees	• New Fee: 10% of Gross Receipts • Ranges 10-12% or \$4.50/trip and \$50 per vehicle/month
Vehicular Parking Fee:	• New Fee: \$45 / month • Typically \$5-7/night or \$45/month (ranges \$25-\$150)
AOA Access Fee	• Change: \$40 / card annually for all users, no waiver for hangar owners • Standard \$25 / user, max \$50 / user
Commercial Aeronautical Permit Fee	• Change: 1% of Gross Income to tiered fixed fee from \$500 – \$2,000 • 2% of Gross Receipts @ Dona Ana, but otherwise \$100-\$558 fixed fee
Hangar Transfer Fee	• No Change: 3% of greater sale or assessed price • Typically ranges from \$50 - \$1,000 fixed fee

Figure 5. Other Airport Fees.

Other fees charged at some airports, but not found in the Peer Set, include security fees and infrastructure fees. Security fees are common at commercial service airports to recover the cost of operating an Airport Security Program under 49 CFR 1542. At general aviation airports, the expense of security measures are typically recovered through an access fee which HCR already has in place. Historically, infrastructure fees have not been charged by airports to GA users. Some FBOs are implementing infrastructure fees to cover private capital expenditures that are not passed through to the airport.

3.0 Landing Fee Methodology

Landing fees provide a relatively inelastic revenue source to cover shortfalls in funding from market-based rates discussed above. HCR currently charges a landing fee \$4.00 for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds and \$4.00 / 1,000 pounds for transient aircraft with a MTOW of 8,000 pounds or more. No other airport in the peer set collects landing fees for aircraft under 6,000 pounds with Moab as the only airport collecting fees on aircraft under 8,000 pounds.

As a cost recovery mechanism, landing fees can be determined by dividing expenditures, less all other airport revenues and any reserve funds, by the anticipated landed weight for the rate setting period. The Master Plan prepared by Ardurra includes the ACIP that provides estimated costs and timing for implementing each of the proposed projects over the 15-year planning period. The cost estimates include engineering design fees of ten percent, construction/project design contingencies of ten percent, construction administration services of ten percent, a fixed legal and administrative fee of \$3,000 per project, and four percent per year escalation up to the year of construction.

Capital project expenditures assume FAA Airport Improvement Program (“AIP”) federal grants funding 90.63% and UDOT state grants⁴ funding 4.685% of ACIP-eligible projects⁵ (Figure 6) as well as 90.00% of

⁴ The FAA Reauthorization Act of 2024 provides for a 95% match in federal funds through FY 2026. UDOT confirmed state funding would still match half of the sponsor participation at 2.5%.

⁵ Removed \$1.5M in FBO Building and \$5.4M in Hangar Acquisition costs from North Campus Ramp project.

state funded ACIP projects (Figure 7). Heber City's sponsor participation of capital projects is 4.685% of federal eligible projects, 10% of state funded projects, and 100% of locally funded projects (Figure 8).

Year	Airport Capital Improvement Projects (ACIP) - Federal FY (Oct 1 - Sep 30)	2024 Hard Cost	Future Value
2024	AWOS Replacement	\$ 160,000	\$ 160,000
2024	Phase 1 Runway Relocation - EA	\$ 800,000	\$ 800,000
2025	Pavement Preservation	\$ 376,900	\$ 513,000
2026	Phase 1 Runway Relocation - AWOS Relocation	\$ 117,575	\$ 169,000
2026	Phase 1 Runway Relocation - Hangar Access Road	\$ 343,110	\$ 486,000
2026	Phase 1 Runway Relocation - Land Acquisition	\$ 3,810,000	\$ 4,961,000
2027	Acquire Snow Removal Equipment	\$ 400,000	\$ 543,000
2028	Phase 2 Runway Relocation - Perimeter Fence & Road	\$ 2,516,800	\$ 3,831,000
2029	Pavement Preservation	\$ 376,900	\$ 600,000
2030	Phase 2 Runway Relocation - South Campus Ramp	\$ 9,382,460	\$ 15,437,000
2031	Phase 2 Runway Relocation - North Campus Ramp	\$ 2,617,280	\$ 4,481,000
2033	Pavement Preservation	\$ 376,900	\$ 702,000
2033	North Campus Box Hangar Development	\$ 299,550	\$ 559,000
2035	Phase 3 Runway Relocation - Taxiway Relocation	\$ 8,131,273	\$ 16,278,000
2038	Phase 3 Runway Relocation - Runway Relocation	\$ 14,598,427	\$ 32,869,000

Figure 6. Federal ACIP-eligible Projects.

Year	State Funded Projects	2024 Hard Cost	Future Value
2025	Pavement Preservation - Parallel T/W and aprons	\$ 237,600	\$ 321,000
2029	Pavement Preservation - Parallel T/W and aprons	\$ 237,600	\$ 376,000
2033	Pavement Preservation - Parallel T/W and aprons	\$ 237,600	\$ 440,000

Figure 7. UDOT State Funded Projects.

Year	Locally Funded Projects	2024 Hard Cost	Future Value
2023	Phase II ESA	\$ 175,000	\$ 175,000
2025	Pavement Preservation - 15' in front of hangars and T/L	\$ 67,800	\$ 92,000
2029	Pavement Preservation - 15' in front of hangars and T/L	\$ 67,800	\$ 107,000
2033	Pavement Preservation - 15' in front of hangars and T/L	\$ 67,800	\$ 125,000

Figure 8. Locally Funded Projects.

Expenses were forecasted by calculating the future value of the FY2024-25 budget for the Airport Special Revenue Fund (21) and Airport Capital Improvement Fund (41) at a 3% annual growth rate.⁶ Operating revenues were forecast based on growth in aircraft operations projected in the Airport Master Plan at 1.3% annually.⁷ Landed weight of 82,737,000 pounds for the period April 1, 2023 through March 31, 2024 was calculated using operations observed by Virtower's ADS-B sensor at HCR to establish the 2024 baseline.

⁶ The analysis reduced FY2024-25 legal expense (21.4033) to \$55,000 and professional services (21.4031) by 50% in FY2027-28 down to ~\$55,000 reflecting a decrease in ongoing external support.

⁷ The analysis increased Miscellaneous Income (21.3620) to \$6,100 from existing AOA Access Fees in 2024. Hangar Ground Lease Fees (21.4071) are grown at 3% annually. Airport Business FBO/SASO Lease (21.3470) revenue increases in 2025 for apron and 31,500 sq ft Hangar F. Additional revenue is anticipated from 3% in Hangar Transfer Fees (21.3474) of the estimated \$5M value from sales in 2025. Also included is incremental revenue from 5,000 sq. ft. of hangars reverting to building rent rates @ \$0.34 / sq. ft. monthly in 2025 and 12,961 sq. ft. in 2027.

The General Aviation Landing Fee is calculated so that the Airport Restricted Revenue Fund is not negative or more than the Airport Sponsor's Participation of Uncompleted Projects in any year during the rate setting period. A rate setting period through 2030 was used given uncertainty in assumptions beyond this time.

The General Aviation Landing Fee was calculated using the following methodology:

- Line Item A. Operation and Maintenance Expenditures. This line item is Heber City's costs for the operation, maintenance, and repair of the Airport and includes salaries and employee benefits, utility costs, ordinary maintenance, direct and indirect administrative and general expenses listed in the annual operating budget of the Airport Special Revenue Fund (21) for the rate setting period.
- Line Item B. Operation and Maintenance Reserve. This line item is an amount equal to one fifth (1/5) of the amount appropriated in the annual budget for Operation and Maintenance Expenses for the rate setting period.
- Line Item C. Capital Improvement Plan Expenditures. This line item includes the sponsor's participation of federal, state, and locally funded capital projects and other capital expenditures attributable to the airport cost center equal to the budgeted amount for Capital Improvement Fund (41) for the rate setting period.
- Line Item D. Capital Improvement Plan Reserve Charge. This line item includes financing and contingencies that ensure airport self-sufficiency and a positive cashflow in future rate setting periods. The Capital Improvement Plan Reserve Charge is the Sponsor's CIP Participation of Uncompleted Projects divided by the number of current and future rate setting periods in the CIP. The Sponsor's CIP Participation of Uncompleted Projects means the total capital expense of uncompleted CIP projects less projected capital revenues from federal and state grant sources for future rate setting periods in the CIP.
- Line Item E. Airport Total Requirement. This line item is the sum of the following line items: Operation and Maintenance Expenditures, Operation and Maintenance Reserve Charge, Capital Improvement Plan Expenditures, and Capital Improvement Plan Reserve Charge.
- Line Item F. Credits to Airport Total Requirement. This line item identifies the credits to the Airport Total Requirement which include other airport revenues and the prior period ending balance of the Airport Restricted Revenue Fund, if any. The Airport Restricted Revenue Fund is a reserve fund to facilitate financing and cover contingencies. Any surplus revenue from the airport cost center will be transferred to the Airport Restricted Revenue Fund at the end of the fiscal year.
- Line Item G. Airport Net Requirement. This line item is the Airport Total Requirement less Credits to the Airport Total Requirement.
- Line Item H. Total Landed Weight is the sum of the Maximum Take Off Weight (MTOW) rounded up to the next highest 1,000 pound interval of each transient aircraft landing at the Airport with a MTOW of 8,000 pounds or more. For aircraft with a MTOW of less than 8,000 pounds, the landed weight is calculated as 1,000 pounds.
- Line Item I. General Aviation Landing Fee. This line item is the Airport Net Requirement divided by Total Landed Weight.⁸

⁸ The General Aviation Landing Fee calculation accounts for the 16% collection fee assessed by Vector Systems.

The General Aviation Landing Fee was calculated as set forth in Table A below.

	Line Item
Operations and Maintenance Expense	A
Operations and Maintenance Reserve Charge	B
Capital Improvement Plan Expenditures	C
Capital Improvement Plan Reserve Charge	D
AIRPORT TOTAL REQUIREMENT	E = A + B + C + D
Less Credits to Airport Total Requirement	F
AIRPORT NET REQUIREMENT	G = E – F
Total Landed Weight	H
General Aviation Landing Fee (per 1,000 lbs)	I = G / H

4.0 Conclusion

OPTION 1a. By the end of 2030, HCR is projected to have a shortfall of \$470,000 required to fund the \$1.8M in Sponsor Participation in Capital Projects. Based on the above methodology, a minimum General Aviation Landing Fee of at least \$4.21 is necessary to meet timely sponsor participation of capital project expenses throughout the rate setting period. Establishing landing fees above the minimum is a conservative approach to growing the Airport Restricted Revenue Fund early in the planning horizon to avoid the need for debt financing or delays in construction. An increase in landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$6.00 (50% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$6.00 / 1,000 pounds MTOW (50% increase) is expected to establish a reserve of \$792,000 in 2030.

OPTION 1b. Eliminating the based aircraft waiver for landing fees or implementing a based aircraft fee in lieu of landing fees is an option to mitigate the landing fee increase or generate a more robust reserve. The landed weight of based aircraft for the period April 1, 2023 through March 31, 2024 was 11,359,000 pounds. Additional revenue from based aircraft landing fees would permit a minimum General Aviation Landing Fee of \$0.62 less than with the based aircraft exemption. The equivalent Based Aircraft Fee would be \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over. The reserve would grow to approximately \$1.15M in 2030, representing 35% of the Sponsor Participation of Uncompleted Projects if the based aircraft exemption is eliminated along with an increase in the landing fee to \$6.00.

OPTION 2. Alternatively, the Airport could achieve a comparable financial result during the rate setting period without significantly increasing landing fees by implementing the following:

1. increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) after January 2025 with market rate adjustments every 5th year,
2. escalate landing fees by three percent annually,
3. establish a hangar rental rate of \$0.34 / sq ft monthly for City-owned hangars,
4. change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
5. assess the AOA Access Fee for all users with no waiver for hangar owners, and
6. collect a \$45 / month parking fee on airport-owned property.

Adopting the above rates and fees would establish a reserve of approximately \$1.1M in 2030, representing 33% of the Sponsor Participation of Uncomplete Projects. Landing fees could be adjusted in subsequent

years if the reserve is projected to be insufficient for, or exceed, the Sponsor's CIP Participation in Uncompleted Projects. The Airport Advisory Board should monitor the projected Airport Restricted Revenue Fund and adjust landing fees if projected reserves are insufficient to cover or substantially exceed the Sponsor's CIP Participation in Uncompleted Projects.

The Heber Valley Airport is entering a sustained, capital intensive period of facility redevelopment with little in reserve to finance construction projects. Over the 15-year planning period, the Airport must generate approximately \$4.4 million in additional revenue above existing levels, of which \$1.8 million is required through 2030. Funding this aggressive capital redevelopment program is feasible, but an immediate increase in airport rates and charges is required to fund a capital reserve from surplus revenue if the Sponsor desires to avoid debt financing through airport revenue bonds.

APPENDIX 1 – AIRPORT PEER SET SAMPLE

Loc_ID	Name	City	State_ID	ILS_Flag	ATCT_Flag	DBAC%	CII%rank	DNRV%	Indexed
HCR	HEBER VALLEY	HEBER	UT	1	1	1	1	1	5
EKO	ELKO RGNL	ELKO	NV	1	1	0.925267	0.935943	0.8889	4.75
DNA	DONA ANA COUNTY INTL JETPORT	SANTA TERESA	NM	1	1	0.918149	0.871886	0.8889	4.68
DIJ	DRIGGS-REED MEML	DRIGGS	ID	1	1	0.800712	0.985765	0.8889	4.68
MYL	MC CALL MUNI	MC CALL	ID	1	1	0.978648	0.918149	0.7778	4.67
COD	YELLOWSTONE RGNL	CODY	WY	1	1	0.935943	0.846975	0.8889	4.67
CNY	CANYONLANDS RGNL	MOAB	UT	1	1	0.818505	0.928826	0.8889	4.64
LAR	LARAMIE RGNL	LARAMIE	WY	1	1	0.768683	0.97153	0.8889	4.63
EIK	ERIE MUNI	ERIE	CO	1	1	0.893238	0.925267	0.7778	4.6
IGM	KINGMAN	KINGMAN	AZ	1	1	0.953737	0.864769	0.7778	4.6
VEL	VERNAL RGNL	VERNAL	UT	1	1	0.725979	0.975089	0.8889	4.59
HII	LAKE HAVASU CITY	LAKE HAVASU CITY	AZ	1	1	0.790036	0.875445	0.8889	4.55
SEZ	SEDONA	SEDONA	AZ	1	1	0.882562	0.882562	0.7778	4.54
PGA	PAGE MUNI	PAGE	AZ	1	1	0.918149	0.718861	0.8889	4.53
SBS	STEAMBOAT SPRINGS/BOB ADAMS FLD	STEAMBOAT SPRINGS	CO	1	1	0.868327	0.765125	0.8889	4.52
ALM	ALAMOGORDO-WHITE SANDS RGNL	ALAMOGORDO	NM	1	1	0.957295	0.768683	0.7778	4.5
SKX	TAOS RGNL	TAOS	NM	1	1	0.725979	0.879004	0.8889	4.49
AFO	AFTON MUNI	AFTON	WY	1	1	0.825623	0.850534	0.7778	4.45
TEX	TELLURIDE RGNL	TELLURIDE	CO	1	1	0.686833	0.960854	0.7778	4.43
SOW	SHOW LOW RGNL	SHOW LOW	AZ	1	1	0.743772	0.758007	0.8889	4.39
SAD	SAFFORD RGNL	SAFFORD	AZ	1	1	0.825623	0.779359	0.7778	4.38
PNA	RALPH WENZ FLD	PINEDALE	WY	1	1	0.758007	0.843416	0.7778	4.38
PSO	STEVENS FLD	PAGOSA SPRINGS	CO	1	1	0.779359	0.818505	0.7778	4.38
SZT	SANDPOINT	SANDPOINT	ID	1	1	0.758007	0.836299	0.7778	4.37
BMC	BRIGHAM CITY RGNL	BRIGHAM CITY	UT	1	1	0.843416	0.733096	0.7778	4.35
MZJ	PINAL AIRPARK	MARANA	AZ	1	1	0.686833	0.868327	0.7778	4.33
ATS	ARTESIA MUNI	ARTESIA	NM	1	1	0.661922	0.75089	0.8889	4.3
CEZ	CORTEZ MUNI	CORTEZ	CO	1	1	0.743772	0.761566	0.7778	4.28
FLX	FALLON MUNI	FALLON	NV	1	1	0.946619	0.55516	0.7778	4.28
JER	JEROME COUNTY	JEROME	ID	1	1	0.772242	0.718861	0.7778	4.27
BRG	BELEN RGNL	BELEN	NM	1	1	0.846975	0.637011	0.7778	4.26
SVC	GRANT COUNTY	SILVER CITY	NM	1	1	0.672598	0.697509	0.8889	4.26
BYG	JOHNSON COUNTY	BUFFALO	WY	1	1	0.647687	0.822064	0.7778	4.25
RXE	REXBURG-MADISON COUNTY	REXBURG	ID	1	1	0.953737	0.508897	0.7778	4.24
LND	HUNT FLD	LANDER	WY	1	1	0.83274	0.508897	0.8889	4.23
ANK	SALIDA/HARRIETT ALEXANDER FLD	SALIDA	CO	1	1	0.818505	0.626335	0.7778	4.22
1V6	FREMONT COUNTY	CANON CITY	CO	1	1	0.911032	0.508897	0.7778	4.2
P08	COOLIDGE MUNI	COOLIDGE	AZ	1	1	0.761566	0.654804	0.7778	4.19
GNG	GOODING MUNI	GOODING	ID	1	1	0.903915	0.508897	0.7778	4.19
FMM	FORT MORGAN MUNI	FORT MORGAN	CO	1	1	0.758007	0.654804	0.7778	4.19
BXK	BUCKEYE MUNI	BUCKEYE	AZ	1	1	0.893238	0.508897	0.7778	4.18
RTN	RATON MUNI/CREWS FLD	RATON	NM	1	1	0.558719	0.843416	0.7778	4.18
AEJ	CENTRAL COLORADO RGNL	BUENA VISTA	CO	1	1	0.597865	0.786477	0.7778	4.16
20V	MC ELROY AIRFIELD	KREMMLING	CO	1	1	0.686833	0.793594	0.6667	4.15
U02	MCCARLEY FLD	BLACKFOOT	ID	1	1	0.850534	0.508897	0.7778	4.14
DGW	CONVERSE COUNTY	DOUGLAS	WY	1	1	0.725979	0.604982	0.7778	4.11
AVQ	MARANA RGNL	MARANA	AZ	1	1	0.330961	0.886121	0.8889	4.11
LAA	SOUTHEAST COLORADO RGNL	LAMAR	CO	1	1	0.672598	0.654804	0.7778	4.11
LAM	LOS ALAMOS	LOS ALAMOS	NM	1	1	0.818505	0.508897	0.7778	4.11
GUP	GALLUP MUNI	GALLUP	NM	1	1	0.587189	0.733096	0.7778	4.1
OLS	NOGALES INTL	NOGALES	AZ	1	1	0.530249	0.786477	0.7778	4.09
SAA	SHIVELY FLD	SARATOGA	WY	1	1	0.530249	0.893238	0.6667	4.09
ITR	KIT CARSON COUNTY	BURLINGTON	CO	1	1	0.619217	0.672598	0.7778	4.07
PAN	PAYSON	PAYSON	AZ	1	1	0.779359	0.508897	0.7778	4.07
65S	BOUNDARY COUNTY	BONNERS FERRY	ID	1	1	0.896797	0.384342	0.7778	4.06
TOR	TORRINGTON MUNI	TORRINGTON	WY	1	1	0.711744	0.565836	0.7778	4.06
74V	ROOSEVELT MUNI	ROOSEVELT	UT	1	1	0.711744	0.55516	0.7778	4.04
BDU	BOULDER MUNI	BOULDER	CO	1	1	0.875445	0.384342	0.7778	4.04
AJZ	BLAKE FLD	DELTA	CO	1	1	0.871886	0.384342	0.7778	4.03
POY	POWELL MUNI	POWELL	WY	1	1	0.743772	0.508897	0.7778	4.03

		Base Year	Forecasted					
Fiscal Year (July 1 - June 30)		2024	2025	2026	2027	2028	2029	2030
Operations Growth Rate	1.3%							
Operating Expense Growth Rate	3.0%							
Capital Expense Growth Rate	4.0%							
Activity Based Fees								
Fuel Flowage Fee		\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Landing Fee (\$/1,000 lbs.)		\$4.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Transient Landed Weight (000's)		78,525	79,546	80,580	81,627	82,689	83,764	84,852
Based Landed Weight (000's)		0	0	0	0	0	0	0
Fuel Sales (gallons)		1,128,000	1,142,664	1,157,519	1,172,566	1,187,810	1,203,251	1,218,894
Airport Special Revenue Fund (21) Revenues								
21.3470 Airport Business FBO/SSO Fees (Lease)	\$	29,740	\$ 43,529	\$ 44,094	\$ 44,668	\$ 45,248	\$ 45,837	\$ 46,432
21.3471 Airport Hangar Ground Lease Fee	\$	280,648	\$ 338,507	\$ 348,663	\$ 416,907	\$ 429,414	\$ 442,296	\$ 455,565
21.3472 Aviation Fuel	\$	56,400	\$ 57,133	\$ 57,876	\$ 58,628	\$ 59,390	\$ 60,163	\$ 60,945
21.3473 Airport Landing Fees	\$	263,844	\$ 334,092	\$ 338,436	\$ 342,835	\$ 347,292	\$ 351,807	\$ 356,380
21.3474 Hangar Transfer Fees	\$	10,000	\$ 160,130	\$ 10,262	\$ 10,395	\$ 10,530	\$ 10,667	\$ 10,806
21.3476 Farm Lease / Nonaeronautical Use	\$	3,400	\$ 3,444	\$ 3,489	\$ 3,534	\$ 3,580	\$ 3,627	\$ 3,674
21.3477 Licenses	\$	9,500	\$ 14,689	\$ 14,879	\$ 15,073	\$ 15,269	\$ 15,467	\$ 15,668
21.3610 Interest Income	\$	5,500	\$ 5,572	\$ 5,644	\$ 5,717	\$ 5,792	\$ 5,867	\$ 5,943
21.3620 Miscellaneous Income (Fire Fighting, Gate Access Fees & Other)	\$	6,100	\$ 52,372	\$ 53,053	\$ 53,743	\$ 54,441	\$ 55,149	\$ 55,866
TOTAL CHARGES FOR SERVICES	\$	665,132	\$ 1,009,468	\$ 876,396	\$ 951,500	\$ 970,957	\$ 990,880	\$ 1,011,280
21.3870 Contributions Fund Surplus	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING REVENUE	\$	665,132	\$ 1,009,468	\$ 876,396	\$ 951,500	\$ 970,957	\$ 990,880	\$ 1,011,280
Capital Improvement Fund - Airport (41) Revenues								
41.3330 Federal Grants (90.63% of Federal ACIP projects only)	\$	1,066,625	\$ 487,350	\$ 5,335,200	\$ 492,121	\$ 3,472,035	\$ 543,780	\$ 13,990,553
41.3340 State Grants (4.685% of Federal ACIP and 90% of State Funded ACIP projects)	\$	268,978	\$ 301,725	\$ 140,400	\$ 25,440	\$ 179,482	\$ 366,510	\$ 723,223
TOTAL CAPITAL REVENUE	\$	1,335,603	\$ 789,075	\$ 5,475,600	\$ 517,560	\$ 3,651,518	\$ 910,290	\$ 14,713,777
TOTAL OPERATING AND CAPITAL REVENUES	\$	2,000,735	\$ 1,798,543	\$ 6,351,996	\$ 1,469,061	\$ 4,622,475	\$ 1,901,170	\$ 15,725,057

Airport Special Revenue Fund (21) Expenditures		2024	2025	2026	2027	2028	2029	2030
21.4011 Salaries and Wages (Off Airport Public Works)	\$	147,168	\$ 151,583	\$ 156,131	\$ 160,814	\$ 165,639	\$ 170,608	\$ 175,726
21.4012 On Site Payroll - Managers	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.4013 Employee Benefits (Off Airport Public Works)	\$	44,299	\$ 45,628	\$ 46,997	\$ 48,407	\$ 49,859	\$ 51,355	\$ 52,895
21.4014 Employee Benefits - Managers	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.4015 Uniform Allowance	\$	700	\$ 721	\$ 743	\$ 765	\$ 788	\$ 811	\$ 836
21.4017 FICA and Medicare	\$	11,515	\$ 11,860	\$ 12,216	\$ 12,583	\$ 12,960	\$ 13,349	\$ 13,750
21.4021 Books, Subscriptions & Dues	\$	840	\$ 865	\$ 891	\$ 918	\$ 945	\$ 974	\$ 1,003
21.4022 Public Noticing	\$	300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348	\$ 358
21.4023 Travel	\$	2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,388
21.4024 Office Supplies	\$	800	\$ 824	\$ 849	\$ 874	\$ 900	\$ 927	\$ 955
21.4025 Equipment Maintenance	\$	7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955
21.4027 Utilities	\$	10,670	\$ 10,990	\$ 11,320	\$ 11,659	\$ 12,009	\$ 12,369	\$ 12,741
21.4028 Telephone	\$	1,970	\$ 2,029	\$ 2,090	\$ 2,153	\$ 2,217	\$ 2,284	\$ 2,352
21.4029 Gasoline & Oil	\$	4,500	\$ 4,635	\$ 4,774	\$ 4,917	\$ 5,065	\$ 5,217	\$ 5,373
21.4031 Professional Services	\$	100,000	\$ 103,000	\$ 106,090	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703
21.4032 Training	\$	2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985
21.4033 Legal	\$	55,000	\$ 56,650	\$ 58,350	\$ 60,100	\$ 61,903	\$ 63,760	\$ 65,673
21.4048 Special Supplies	\$	9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 10,433	\$ 10,746
21.4051 Liability and Property Insurance	\$	5,100	\$ 5,253	\$ 5,411	\$ 5,573	\$ 5,740	\$ 5,912	\$ 6,090
21.4071 Recurring Snow Removal Equipment Service	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.4072 Building Improvements	\$	1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194
21.4073 Improvement for Other Buildings	\$	7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115	\$ 8,358
21.4074 Equipment (2023-24 budgeted baseline)	\$	58,040	\$ 7,004	\$ 7,214	\$ 7,431	\$ 7,653	\$ 67,284	\$ 8,120
21.4077 Internal Service Charge - IT	\$	5,025	\$ 5,176	\$ 5,331	\$ 5,491	\$ 5,656	\$ 5,825	\$ 6,000
21.4078 Internal Service Charge - Admin	\$	4,800	\$ 4,944	\$ 5,092	\$ 5,245	\$ 5,402	\$ 5,565	\$ 5,731
21.4091 Transfer to General Fund - Indirect Salaries	\$	82,815	\$ 85,299	\$ 87,858	\$ 90,494	\$ 93,209	\$ 96,005	\$ 98,885
21.4092 Transfer to General Fund - Indirect Benefits	\$	24,663	\$ 25,403	\$ 26,165	\$ 26,950	\$ 27,758	\$ 28,591	\$ 29,449
TOTAL OPERATING EXPENSES	\$	587,205	\$ 552,044	\$ 568,605	\$ 531,027	\$ 546,958	\$ 622,768	\$ 580,268
OPERATING SURPLUS/DEFECIT	\$	77,927	\$ 457,424	\$ 307,790	\$ 420,473	\$ 423,999	\$ 368,112	\$ 431,013
Capital Improvement Fund - Airport (41) Expenses		2024	2025	2026	2027	2028	2029	2030
41.4031 Professional Services (included in ACIP below)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41.4072 Building and Improvements (see ACIP below)	\$	702,640	\$ 926,000	\$ 5,616,000	\$ 543,000	\$ 3,831,000	\$ 1,083,000	\$ 15,437,000
41.4080 Capital Projects	\$	900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41.4074 Equipment	\$	56,000	\$ -	\$ -	\$ -	\$ -	\$ 64,919	\$ -
TOTAL CAPITAL EXPENSES	\$	1,658,640	\$ 926,000	\$ 5,616,000	\$ 543,000	\$ 3,831,000	\$ 1,147,919	\$ 15,437,000
21.7030 Sponsor Participation of Capital Projects	\$	323,037	\$ 136,925	\$ 140,400	\$ 25,440	\$ 179,482	\$ 237,629	\$ 723,223
FISCAL YEAR OPERATING SURPLUS/DEFECIT - TRANSFER TO CAPITAL FUND	\$	(245,110)	\$ 320,499	\$ 167,390	\$ 395,034	\$ 244,517	\$ 130,483	\$ (292,211)
Capital Improvement Fund - Airport (41) Ending Net Position	\$	(245,110)	\$ 75,389	\$ 242,779	\$ 637,813	\$ 882,330	\$ 1,012,812	\$ 720,601
<i>Sponsor Participation of Uncompleted Projects</i>			\$ 4,671,394	\$ 4,530,994	\$ 4,505,554	\$ 4,326,072	\$ 4,088,442	\$ 3,365,219
<i>Percentage of Uncompleted Projects Funding in Reserve</i>			2%	5%	14%	20%	25%	21%

Airport Capital Improvement Projects (ACIP) - Federal FY (Oct 1 - Sep 30)		2024 Est. Cost	2025	2026	2027	2028	2029	2030
2024 AWOS Replacement		\$ 160,000						
2024 Phase 1 Runway Relocation - EA		\$ 800,000						
2025 Pavement Preservation		\$ 376,900	\$ 513,000					
2026 Phase 1 Runway Relocation - AWOS Relocation		\$ 117,575	\$ 169,000					
2026 Phase 1 Runway Relocation - Hangar Access Road		\$ 343,110	\$ 486,000					
2026 Phase 1 Runway Relocation - Land Acquisition		\$ 3,810,000	\$ 4,961,000					
2027 Acquire Snow Removal Equipment		\$ 400,000		\$ 543,000				
2028 Phase 2 Runway Relocation - Perimeter Fence & Road		\$ 2,516,800			\$ 3,831,000			
2029 Pavement Preservation		\$ 376,900				\$ 600,000		
2030 Phase 2 Runway Relocation - South Campus Ramp		\$ 9,382,460						\$ 15,437,000
2031 Phase 2 Runway Relocation - North Campus Ramp		\$ 9,472,280						
2033 Pavement Preservation		\$ 376,900						
2033 North Campus Box Hangar Development		\$ 299,550						
2035 Phase 3 Runway Relocation - Taxiway Relocation		\$ 8,131,273						
2038 Phase 3 Runway Relocation - Runway Relocation		\$ 14,598,427						
State Funded Projects								
2025 Pavement Preservation - Parallel T/W and aprons		\$ 237,600	\$ 321,000					
2029 Pavement Preservation - Parallel T/W and aprons		\$ 237,600				\$ 376,000		
2033 Pavement Preservation - Parallel T/W and aprons		\$ 237,600						
Locally Funded Projects								
2023 Phase II ESA		\$ 175,000						
2025 Pavement Preservation - 15' in front of hangars and T/L		\$ 67,800	\$ 92,000					
2029 Pavement Preservation - 15' in front of hangars and T/L		\$ 67,800				\$ 107,000		
2033 Pavement Preservation - 15' in front of hangars and T/L		\$ 67,800						

Heber City Historic District Proposal

Heber City Council
November 5, 2024

Heber City is a Certified Local Government

A CLG, is any local government in the State of Utah – such as a city, county, town, or municipality – that has met specific eligibility requirements and has been certified through the SHPO and the NPS. A CLG demonstrates its commitment to historic preservation by enacting a preservation ordinance and establishing a historic preservation commission to oversee the local preservation program.

CLG Grants

The CLG Grant is a reimbursement matching (50/50) grant and typical grant awards range from \$10,000 to \$20,000 depending upon the grant project.

As a CLG, the community is a partner in preservation with the SHPO and the NPS. Rooted in best practice approaches, the CLG program gives credibility to local preservation activities, their relationship to broader planning processes, and their role in sustaining vibrant, culturally rich communities. The program also promotes preservation activities consistent with national and state legislation and standards, which encourage responsible decision-making for the treatment of important historic resources in the community.

Some Utah Communities with National Historic Districts

Springville
Sandy
Murray
Park City
Salt Lake City
Ogden
Provo
Farmington
Mount Pleasant
Logan
Brigham City
Tremonton
Escalante
Panguitch

THE VALUE OF HISTORIC PRESERVATION

Historic preservation plays a key role in the vitality and quality of life of a community by reducing negative environmental impacts and significantly contributing to a community's economic health. The preservation of buildings and architecture has yielded strong community pride and identity.

Advantages of a National Historic District

Neighborhood stability: Historic districts provide stability by protecting a neighborhood's distinctive architectural features and discouraging demolition.

Community engagement: Historic districts can increase civic engagement and pride. Residents often feel a deeper connection to the community and local heritage.

Economic benefits: Historic districts can have a positive economic impact from tourism and can enhance business recruitment potential.

Environmental benefits: Historic districts can help the environment by reusing existing buildings.

Educational benefits: Historic districts can help explain a place's development, inspiration, and technological advances.

Design: Historic districts can encourage better design, with more innovative use of materials and greater public appeal

Local Historic District

Advantage: Local control. Create guidelines and standards based on community input. Can be as strict or as loose as the local property owners wish based on their input during the process.

Disadvantage: No financial support

Local Historic Districts are designated by the City to protect and maintain the historic character of neighborhoods. Exterior changes and proposed demolitions are subject to local design review. Heber City does not have a local historic district designation.



National Historic District

Advantage: grants and tax credits for rehab projects.

Disadvantage: No protection from alteration or demolition



National Historic Districts are listed as resources in the National Register of Historic Places. Listing at the national level **does not restrict what a property owner may do with a property** and it provides federal or state tax credits for the rehabilitation project. It does not protect historic properties from alteration or demolition.

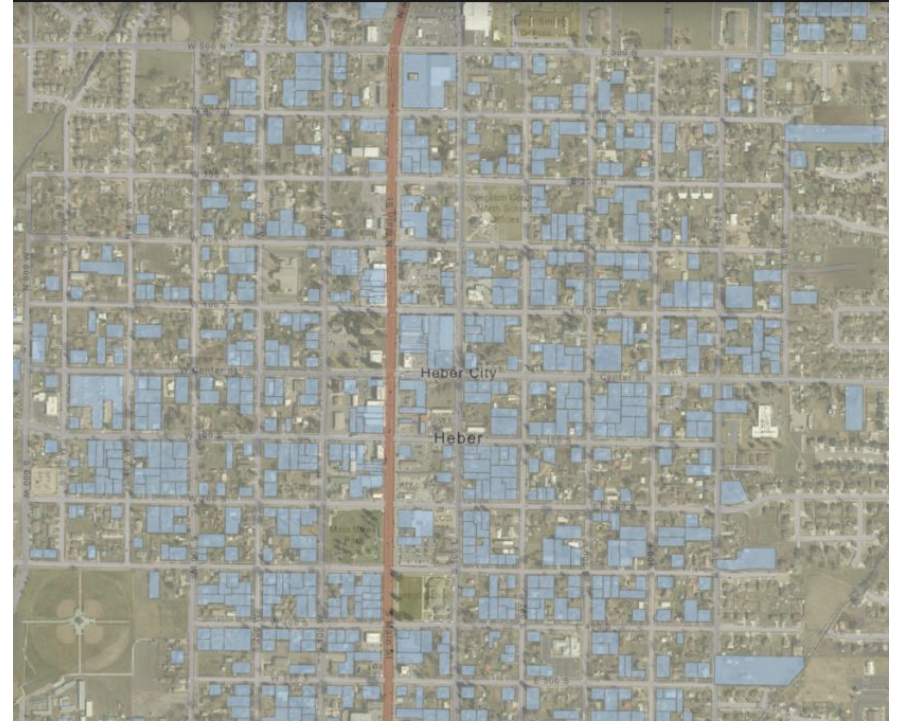
One of the most significant tools in the United States to spur rehabilitation and restoration of historic buildings is the Historic Tax Credit program to rehabilitation projects on income-producing buildings listed on the National Register of Historic Places (NRHP) and can be eligible for a 20- 40% income tax credit.

State Historic Preservation Office Resources



SHPO also administers a similar program at the State level. Utah is one of 37 states with an adopted and active historic preservation tax credit program. Utah's state program provides a 20% credit for residential-use properties that include both owner-occupied and non-owner-occupied buildings.

This map in blue shows the pre-1974 buildings in Heber City, but doesn't include public buildings that are historic, as those have a different code with the county's data.

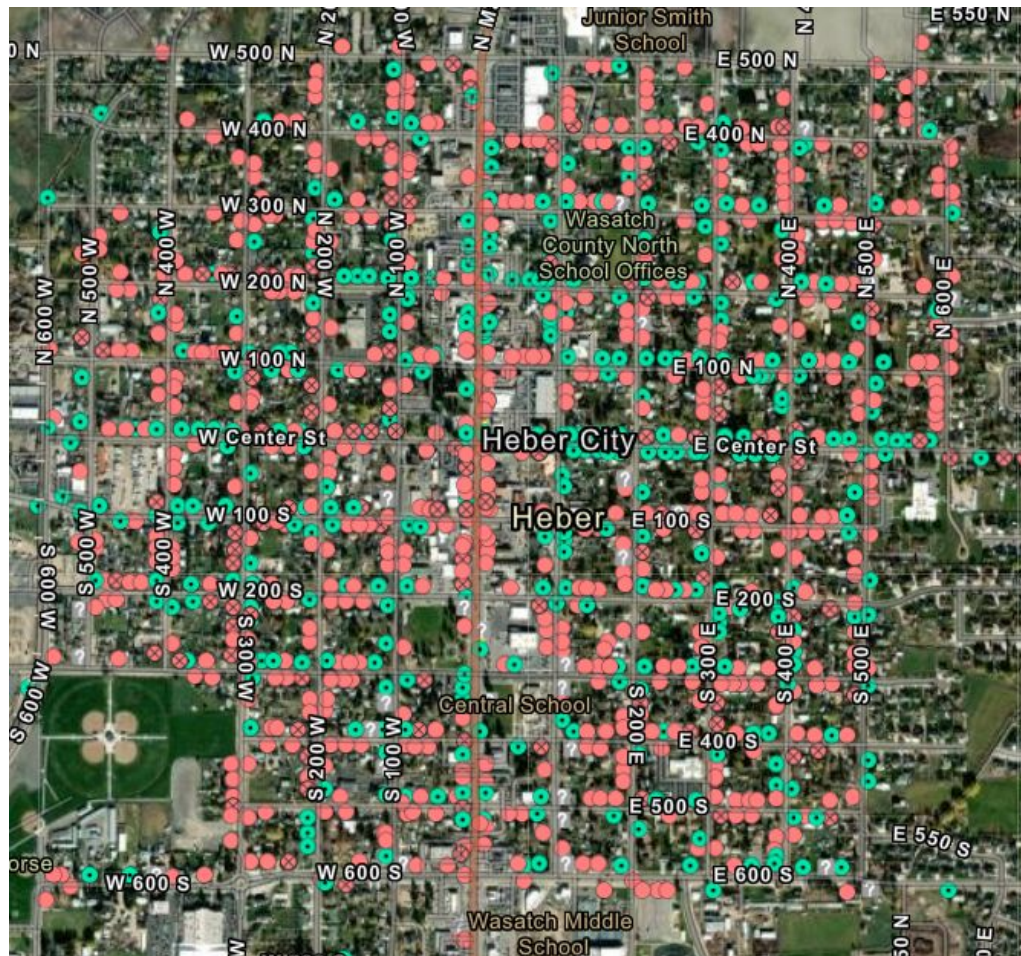


Heber City area of consideration for a National Historic District

500 North to 600 South

600 West to 600 East

*This data is out of date (1981 survey)



Definition of Reconnaissance Level Survey

Reconnaissance level survey is the most basic approach for systematically documenting and evaluating historic buildings in Utah. It is designed for dealing with large groups of buildings rather than for single sites.

Pathway to defining a National Historic District

- Request matching funding for CLG grant application Jan/Feb 2025 for a reconnaissance level survey. CLGs can apply for a grant every other year. The grant requires a 50/50 match of local funds or donated services.
 - Survey & Inventory: Architectural surveys or historical documentation of buildings conducted by professional consultants.
- Hire professional consultant to complete the reconnaissance level survey: March - June 2025
- Based on the results of survey, define the geographic historic district: Summer 2025
 - Property owners are notified through the survey process
- Professional preservation consultant prepares the nomination /application for a National Historic District on behalf of Heber City

Request for Funding

CAMS & Heber City Historic Preservation Committee request that Heber City allocate \$20,000 matching funds for the CLG Grant. Projected timeline is spring of 2025 to complete the reconnaissance level survey to determine the geographic area of the National Historic District.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
Amended Agenda
October 1, 2024

DRAFT Minutes

4:30 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

Mayor Franco called the meeting to order at 4:31 p.m. and welcomed everyone present.

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

Staff Present: City Manager Matt Brower
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke
Chief of Police Parker Sever
IT Director Anthon Beales

Staff Participating Remotely: Assistant City Manager Mark Smedley, IT Director Anthon Beales, Public Works Foreman Chris Pederson, Planner Jacob Roberts, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, City Engineer Russ Funk, Engineer Ross Hansen, City Treasurer Mindy Kohler, Deputy City Recorder Robin Bond, Finance Manager Sara Jane Nagel, Police Sergeant Josh Weisher, and Wendy Anderson.

Also Present: UDOT (Utah Department of Transportation) Representatives Craig Hancock and Wyatt Woolley, Ryan Bunnell, Shannon Wilson, Tori Broughton, Pam Patrick, Jeff Harris, Andy Dorobek, Grace Doerfler - KPCW, Mark Wilson - North Fields/River View Incorporation, Jami Hewlett, Bruce Neibaur, Mike Kohler, Jason Glidden, D Mauer, Blake Wilky, Tosh Rymer, Erin Merryweather, Elva Merryweather, Bill Merryweather, Karl Merryweather, Richard Breitenbeker, Lori and Les Thompson, Jim and Judy Quance, Colleen Hewlett, Valerie and Gary Roadfiss, Elora Van Haren, Kirt Michaelis - MTech, Debbie Misbach, Alan Misbach, Shelley Ryan, Angela Matthews, Jack Nelson, Heather Mayou, Melisa Davis, Kendra Wyckoff, June Rusoe, Gaylyn Latimer,

M. Crosby, Robert John Hicken, Toni Brown, Michael Munteer, Mark Brown, Mark Harris, Cindy Delano, Katherine Majosbey, Jordan Knight, Tammy Clewes, Jenn Knudsen and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed in online) JB, Jill Snyder, John, Jonathan Jackson, Josh Barnes, Julie Button, Juan Lee, Kelli, Kendall Crittenden, Kirt Michaelis - MTECH, Kristi Heisterman, Lindsay Egan, Lisa, Lisa Dinga, Luke S, Mark, Maxx Cohen, Nick Lopez, Paul Berg, Phil's cellphone, Richard Breitenbeker, Ryan, Ryan and Tom Bailey, Shauna Kieffer, Stefanie, T, Tom and Ryan Bailey, and Trever Kreutzer - Crews and Associates.

1. Utah Department of Transportation (UDOT) Environmental Impact Statement (EIS) Study update for the Heber Valley Corridor (Wyatt Woolley, Craig Hancock - UDOT) - *30 min*

Utah Department of Transportation (UDOT) representatives Craig Hancock and Wyatt Wooley, shared a presentation. They offered to provide the City Council with monthly updates both at Council Meetings and via email. UDOT had paused the Environmental Impact Statement (EIS) study to await the findings of the Natural Resources Conservation Service (NRCS). Mr. Hancock agreed to return with a travel demand model for the Council. Council expressed frustration with the lack of updates provided by UDOT to openly communicate with the public. Council Member Phillips stressed that the proposed North Village Crossings annexation would not trigger the federal lands preservation delays for the EIS study that the conservation easement had caused. Council further discussed with the UDOT representatives the future of the bypass, factors affecting progress, a timeline for completion of the EIS, and whether farm-land versus developed land would be easier to obtain through eminent domain for bypass construction.

City Engineer Russ Funk wanted to know whether moving forward with the proposed annexation would delay the bypass. Mr. Hancock answered that it had the potential to cause delay.

2. River View Incorporation (Jeremy Cook, City Attorney) - *15 min*

City Attorney Jeremy Cook shared the application for incorporation as a town called River Views that had been submitted to the Wasatch County Clerk and the Lt. Governor's Office. The proposed incorporation conflicted with the North Village Crossings annexation application.

Mr. Cook shared an image of the proposed boundary for the River Views incorporation. A second Public Hearing was scheduled later in the meeting for the North Village Crossings annexation to allow the affected property-owners the opportunity to speak.

State Representative Mike Kohler said he had been speaking with UDOT representatives at the State level. He hoped to get the entities to work together to avoid further delays for the construction of the bypass.

3. Temporary Zoning Ordinance regulating Short Term Rentals (Tony Kohler, Community Development Director, Jeremy Cook, City Attorney) - *45 min*

City Attorney Jeremy Cook provided the findings from the short-term rental code research as requested by Council. He described the purpose of the proposed temporary ordinance and reviewed the suggested updates as included in the attached Staff Report. Regulations for short-term rentals needed to be better defined in the code to permit better enforcement. Council provided suggestions, preferences, and feedback. Mr. Cook indicated the conversation would continue during another agenda item later in the meeting.

Council Member Phillips wished to inform members of the public that were present on behalf of Winston Lee that Mr. Lee had not composed the letter that had been posted to social media in his name. The letter had been written by a member of the community on Mr. Lee's behalf without his authorization. Mr. Lee had contacted Council Member Phillips directly to let him know he was not the author of the letter.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the Regular City Council Meeting to order at 6:15 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Mike Johnston, Council Member)

Council Member Mike Johnston led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Aaron Cheatwood, Council Member)

Elora Van Haren stepped forward to share a prayer.

IV. CONFLICT OF INTEREST DISCLOSURE:

Council Member Johnston recused himself from the Action Items agenda item two as he was friends with Robert Hicken and was helping navigate the annexation process.

Council Member Cheatwood disclosed that he had worked with Red Rock in the past but had no financial incentive from the annexation and therefore would not recuse himself.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award Nominations

City Engineer Russ Funk shared the joint efforts of the staff he had nominated to implement a new software to streamline City processes. He had nominated Shiona Howard, Candace Bufton, Desiree Muheim, Meshelle Kijanen, and Jamie Baron for their significant contributions to get the software program up and running. Mayor Franco presented each of them with an award.

2. Proclamation to designate October as Domestic Violence Awareness Month in Heber City

Mayor Franco read the proclamation to designate October as Domestic Violence Awareness Month in Heber City as included in the attached meeting materials.

VI. CONSENT AGENDA:

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

1. Approval of September 17, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Mayoral Nomination for Parks, Open Space, Trails, and Trees (POSTT) Committee - Max Stirling (Heidi Franco, Mayor)

VII. ACTION ITEM|PUBLIC HEARINGS: (Public Comment and Possible Council Action)

1. Public Hearing for Resort-Crossings (aka Harvest Village) Annexation, located at the intersection of Highway 40 and Highway 32 (Tony Kohler, Community Development Director) -

Community Development Director Tony Kohler reviewed the details and map of the proposed North Village Crossings (aka Harvest Village Resort) annexation. He provided images of the possible bypass routes. Mr. Kohler explained the purpose of the public hearing was to allow the public to provide feedback to the Council in support of, or against, the proposed annexation.

Annexation petition representative Niel Goldman further described the proposed resort development for the annexation area. He shared the group's intent to provide a product that would bring pride to the valley and shared images for the proposed design concept. Annexation development representative Russ Scousen described the proposed development on the east side of the highway including a large-footprint gas station to accommodate RV's, a minimum service hotel, and stacked flat dwelling units.

Mr. Kohler clarified that the proposed development held entitlement to the high-density that had previously been granted by the County zoning. Heber City's annexation negotiations with the developer had resulted in design concepts that proposed less density than would be permitted if the applicants chose to remain in the County to develop.

Council explained the ERU (Equivalent Residential Units) measurement used to describe the density allowed in developments and the purpose for multiple property owners petitioning for annexation together.

Mayor Franco opened the Public Hearing at 7:00 p.m.

Di Ann Duke Turner had attended the Envision 2050 open house process and felt the community had not been asked, but rather told, what to put on the plan boards. She said she had asked the Community Development Director Tony Kohler why the City was initiating the Envision Heber 2050 plan and he had told her it was because the Valley was growing. She explained there had been more than 450 dairy farms back in the day and the State had determined in the 1970's that Wasatch County was not economically viable and would need to develop. She shared a story of her son returning from his mission where he had witnessed a murder. Upon returning home, her son had indicated that he felt the Valley made him feel safe. Her son told her that it felt like the Valley had given him a hug when he returned. She felt the only people benefiting from the ongoing development was the developers. She told of her encounter earlier that evening when she turned to the man next to her and said she was tired of the developers raping the Heber Valley. She had not known he was a developer. She had spoken with people from outside the Valley that said they couldn't stand to visit Heber Valley anymore because they had "peopled" it. She felt it was a direct result of Envision 2050 and the community did not want what the City had outlined.

David Anderson was a Wasatch County resident residing on Moulton Lane. He wanted to know what the traffic plan would be if Moulton Lane was closed. He asked if there would be a different tax structure if his land was annexed. Would Heber plow their road and provide garbage service? Would the residents on Moulton Lane be forced to use city water? Would their packages be brought to their homes rather than left at the end of the lane? Would there be additional tax increases? Would there be a bypass on the east side? City Engineer Russ Funk outlined the traffic plan for the area. He confirmed additional roads would be constructed, a second and third lane would be added, and a traffic signal would be installed.

Ray Holt listed the community and legislative boards he had served on. He shared the bypass was originally intended to be constructed on the east side of town but too much development had been installed. The new bypass routes were proposed to be on the west side of the valley through the north fields. He had four children and 19 grandchildren in the valley. He felt it did not make any sense to approve the annexation with the unsurety of the bypass route and possible overpass.

Mark Wilson with the North Fields Irrigation Board was present representing the proposed River Views incorporation that had applied for township. He provided the reasons for the petition to incorporate including protecting their existing rivers and streams. The application to incorporate currently sat with the County for certification. He stated the proposal met all the requirements to create a township and described the process. The County had until October 21 to make the determination of eligibility. The petition would then be returned to the Lieutenant Governor's office. He intended to gather the landowners and water-users in the proposed town and would propose to UDOT what they determined to be the best route for the bypass. He had several concerns and expressed his intent to work with the surrounding entities including Heber City, Wasatch County, UDOT and developments.

Mark Vance felt the entry into town should not be called New Heber as that was the entry to Park City. He thought the City was trying to revitalize the downtown and felt the large development on the far side of town would draw people away from downtown.

Jami Hewlett felt there was a conceived notion that a developer that had previously worked with the county should be given the same density as granted by the County when applying to be annexed into the City. She said it was a blank slate when the developer came to the City. She had attended a sewer meeting in Midway and they said they were maxed out. The City was maxed out with traffic.

Ms. Hewlett stated there were 6,000 new homes being developed. She said the sewer needed to be replaced and it would fall on taxpayers. She did not know anyone that supported the proposed annexation. She asked why the annexation was being considered before the bypass route was established. She had a small lot in town and had to meet with the board of UDOT who told her she could not build on the road and wondered why the large annexation development was permitted by UDOT. Deer Valley was putting hotels in their parking lot and she felt there was nowhere to grow. She felt the valley was maxed out.

Maxx Cohen, after experiencing technical difficulties with the City's virtual connection, was able to get through on Council Member Cheatwood's phone to make a public comment. He felt that working together as a town was part of what made Heber great. He agreed with a previous comment that coming into the Heber Valley was like getting a big hug from the Mountains, the North Fields, and the community. He lived on Moulton Lane and had reached out to Staff and Council to try to garner more information regarding what was happening around his property with the ongoing development. He had not received a response to his inquiry. He did not want his property included in annexations into the City.

Mr. Cohen had spoken with the Wasatch County Planning Director Doug Smith who had informed Mr. Cohen that the County did not wish to approve high density which was why developer's wished to annex into Heber City. He was concerned with apartments being constructed and obstructing his view of the North Fields. He was concerned with a gas station being built and affecting his well water. He felt Heber was a special place and the City should not rush into annexations and developments and felt the plan needed to be well thought out. Mr. Cohen was opposed to the proposed annexation.

Kelly Gomez agreed with previous comments. She felt the NVOZ (North Village Overlay Zone) had been a bait-and-switch and the whole hillside was being developed. She felt there had been much more open space promised in the ongoing development on the hillside. Ms Gomez felt it was deceiving that the County and the City calculated ERU's (Equivalent Residential Units) differently. She opposed the proposed annexation and did not think the City should allow higher density than was previously granted by the County. She hoped the City would be careful allowing stacked flats that would affect the view.

Judy Quance expressed concern about the traffic. She felt traffic had increased five to ten-fold at the intersection of Highway 40 and River Road since the Smith's grocery store had opened. She was concerned about the increased traffic that would result from the Deer Valley development. She felt there would be hundreds, if not thousands, more people coming to Heber City for their groceries and services such as dental and medical. She described the traffic concerns at the intersection and felt the grid-lock would be very bad. She did not oppose wonderful new developments but felt more consideration was needed for the proposed annexation and development at that intersection.

Mark (no last name given) agreed with many of the comments made. He stated he had a phone for memories and could make his own s'mores and did not need a new development to do so. He did not realize there was a gas station planned for the intersection and felt people could drive a mile further to go to the Maverik. He expressed concern with ruining the beautiful entry into the Valley. He wished there was a means to buy the land and preserve it as open space.

Wasatch County Council Member and Heber City resident Luke Searle expressed appreciation for the City Council and inviting UDOT to present earlier in the meeting. He wished to review the annexation application and for the City and the County Councils to work together. He felt it was an important place as the entry to the Valley. He hoped the bypass would not be delayed by development.

Lisa Bayhash felt the boat had sailed on the majority of the area in the Wasatch Back. She hoped the Valley would not turn into the ugly Wasatch Front cement city. She wished to see strict appearance requirements imposed by the County and the City.

The public hearing was closed at 7:55 p.m.

Mayor Franco moved the meeting forward to the Public Comments section to allow 20 minutes for the public to comment. Minute 3:11:45.

2. Public Hearing for Ordinance 2024-22, approving proposed MTech Annexation and MDA, for property located at approximately 950 West Midway Lane (Denna Woodbury, Planning Consultant) -

Planning Consultant Denna Woodbury reviewed the details for the MTech (Mountainland Technical College) Annexation as included in the attached Staff Report and meeting materials. Mayor Franco clarified that, as a school, compliance with the City standards would be voluntary. Staff and MTech representatives would continue to negotiate a Development Agreement.

Mayor Franco opened the Public Hearing at 9:11 p.m.

Paul Berg, representing the annexation, listed technical edits he felt needed to be made to the Agreement. Mayor Franco asked to have the outdoor lighting plan and dark-sky compliance addressed at the next meeting.

Jami Hewlett stated that she was confused why the project was going through the City to annex rather than the County. Mayor Franco advised the project could develop in the County. Ms. Hewlett expressed concerns with the traffic pressure from of Midway Lane to the college. City Manager Matt Brower advised that MTech would not observe the regular school travel hours as a high school would, therefore, traffic would be dispersed throughout the day.

Cindy Delano asked if the project would be built regardless of whether or not it was annexed into the City. She felt that anything the community could do to help further education was a benefit to the residents.

With no one further coming forward to comment from the public, Mayor Franco closed the Public Hearing at 9:20 p.m.

3. Public Hearing to receive input from the public with respect to (a) the issuance of the Series 2024B Irrigation Revenue Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2024B Bonds may have on the private sector (Marcus Keller)

Crews and Associates Financial Consultant Marcus Keller explained the purpose of the two bond Public Hearings was to obtain public comment as required by the bonding process. The irrigation bond on this agenda item was for two million dollars to be repaid by the City over 32 years. He noted Council approval had already been given when they had voted to approve the Parameters Resolution during a preceding Council Meeting.

Mayor Franco opened the Public Hearing at 9:23 p.m. With no one from the public coming forward to comment, the Public Hearing was closed 9:24 p.m.

4. Public Hearing to receive input from the public with respect to (a) the issuance of the Series 2024 Sewer Revenue 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 (Marcus Keller)

Mayor Franco explained that this Public Hearing was for the sewer revenue bonds in the amount of 6.5 million dollars to be paid back over 32 years. She opened the Public Hearing at 9:25 p.m.

Jami Hewlett said she did not know anything about the what the bonds were for and asked why the City needed to bond. Mayor Franco explained the ongoing extensive infrastructure replacement project. City Engineer Russ Funk wished to clarify the additional bonds were not going to result in utility rate increases. There were utility increases scheduled but it was not due to the bonding process. Mr. Funk added that the interest rate the City was able to get for the bonds was much lower than current market rates available. The approved Parameter Resolutions were for a higher amount than was expected to be needed for the project's completion.

With no one further coming forward from the public, Mayor Franco closed the Public Hearing at 9:29 p.m.

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

Douglas Thompson thanked the Council and prior Councils for the Heber City Sewer and Water Line Replacement Project. The consequence was that 100 East had become a highway and cars were going 50-plus miles per hour on the road. He asked if he could post his own speed limit sign. He was concerned about the safety at a school bus stop. Mr. Douglas asked if a bike-lane could be installed. He hoped the City would find a solution. Mayor Franco asked Mr. Douglas to speak with the Chief of Police regarding his speeding concerns.

Jeff Harris shared the concerns expressed by Mr. Douglas. He owned two vacation rentals and a vacation rental property management company in Heber City. He agreed with short-term rental regulations but recognized that vacation rentals were self-regulating by the reviews. He was a founding member of groups such as "Rent Responsibly" that was formed in California to help establish responsible regulations. He had met with the Planning Manager Jamie Baron and he felt the problem was not lack of regulation but lack of enforcement in Heber City.

Mr. Harris said there was no data to support that property values would drop to allow affordable housing if vacation rentals were banned. Five out of five thousand reservations had resulted in damage to the home. He did not feel it was appropriate that a second offense could result in a criminal record and suspension of a license.

Mr. Harris noted the unfairness of the treatment of vacation rental operators compared to other businesses in town. Vacation rentals was their business, they had families, and they employed people. He shared that a group of vacation rental owners in Anaheim had joined forces to sue the City and won, and he did not wish to see that happen in Heber. He hoped to work with the City to guide appropriate regulations.

Elora Van Heron managed seven properties in Heber as vacation rentals. She had been in the business since 2018 and had hosted over 4,000 rentals in Heber. She also managed homes in St. George and Arizona and felt she offered a lot of expertise. The home owners were family-oriented and provided family-centered amenities. The homes had hosted family reunions and mission farewells. She felt Heber was one of the best places to host. She had researched the parking issue and proposed a solution. McCall and Cascade were small ski-towns in Idaho that in 2022, had offered an education program by existing vacation home owners for new vacation rental owners. Ms. Van Heron stated that the properties she managed in Heber housed more than 18 people. Her research had shown that 90% of the homes with more than four bedrooms in Heber could house 18-45 people. She felt that vacationers did not care about the rules but felt an education system would be the best solution. She shared that the majority of properties she managed could house six plus cars in the garage and driveway.

Cindy Delano felt the owners need to be educated as well. She felt the codes would preserve the families and neighborhoods. She felt the vacation rental owners took advantage of loopholes and blatantly disregarded City Code.

Michelle Mounter had lived in the community for 32 years. She held two large nightly rentals that could house 12 people each. She wanted the Council to consider allowing three vehicles for homes that could host 12 people. She asked how many of the Council had held a family reunion with only 12 people. She asked the Council to consider the size of the home and the number of bedrooms. One of her rentals was 6 bedrooms and 7000 sq feet. The vacationers were also supporting other businesses and providing revenue to the City. She felt through education, there could be much more accomplished. She volunteered to work with the City to form a committee to help the vacation rental home owners become responsible home-owners and self-police.

Toni Brown owned a vacation rental and their neighbors loved them. She felt the other rental home-owners were the same. She had successfully hosted a young adult cross-country ski team with no trouble. Ms. Brown felt there should not be a limit to the number of cars permitted when her driveway could hold six.

Jami Hewlett also owned vacation rentals in Utah. and felt there needed to be regulations. She felt there needed to be exceptions to the rules for homes that could accommodate more people and parking. She recognized the lack of accountability for renters who were not friends with the neighbors.

Dan Mauer expressed appreciation for the job that the Council did. He had moved to Heber from Chicago in 1995, was a real estate agent, and mortgage loan officer. He had owned both long-term and short-term rentals all over the State. He expressed appreciation that the Council not try to over-reach. He noted there were noise ordinances in place as well as parking regulations that applied to everyone. Not just short-term rentals. He said that the Airbnb and VRBO nightly rental platforms had a zero tolerance policy for party houses and a complaint directed to the rental platform would be the best enforcement. Mr. Mauer also noted the large amount of tax revenue generated annually by the nightly rentals.

Assistant County Manager Richard Breitenbeker wished to thank the City's Public Works and Engineering Departments for their work at the Wasatch County Courthouse. Water service to the hospital had been affected creating the potential for the project to go very poorly. The departments had done an excellent job and everything went smoothly.

Mayor Franco skipped ahead to item three on the Action Items agenda. Minute 3:44:30.

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

1. Peace House Annual Report and Funding Request (Kendra Wyckoff, Executive Director; Emma Zevallos, Director of Prevention and Education) - *10 min*

Executive Director of Peace House Kendra Wyckoff was present to provide an update of the services provided by Peace House to the community. Peace House offered a safe haven for victims of domestic violence.

Motion: Council Member Phillips moved to approve the City contribution of \$10,000 to Peace House for providing 24-7 care for the most vulnerable members of the community. **Second:** Council Member Johnston made the second.

Discussion: Council Member Barney shared the story of her mother having been a victim of abuse and that she wished there had been a resource such as Peace House for her mother. She felt the service was needed for women and men alike. Council Member Cheatwood proposed future requests from Peace House be brought forward at the beginning of the budget cycle.

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

2. Red Rock Annexation Petition (Jamie Baron, Planning Manager) - *10 min*

Planning Manager Jamie Baron provided an overview of the process for the Council to either accept or deny the Red Rock annexation petition. It consisted of 30-plus acres where Delta Stone was located in the County.

Robert Hicken, with Red Rock Holdings, described the plan to add another building on the land to grow and develop the business. He was not seeking to change the industrial zone designation. Mr. Hicken noted the company currently employed 150-200 employees.

Moved: Council Member Phillips moved to accept the annexation petition. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, and Barney. **Voting No:** None. Council Member Johnston had recused himself. The **Motion Passed 4-0.**

3. Ordinance 2024-23 Adopting a Temporary Zoning Regulation for Short Term Rentals (Tony Kohler, Community Development Director, Jeremy Cook, City Attorney) - 30 min

City Attorney Jeremy Cook explained the temporary ordinance would only be in effect for 180 days. He reviewed the criminal citations and felt they were a powerful tool to maintain compliance. The potential fines could be assessed for the property owners as well as the renters. Council provided individual feedback and suggestions, discussed the pros and cons of the proposed regulations, how to not over-regulate, and how to proceed. Consensus of Council majority was to not take action that night.

Motion: Council Member Cheatwood moved to continue the item and return the discussion to Council in two meetings at a Work Meeting. **Second:** Council Member Ostergaard made the second.

Discussion: Council Member Barney did not feel the Council should make the concerned full-time residents wait that long to enact the proposed protections in the temporary ordinance. Mayor Franco listed key concerns the Council needed to consider: size of home and the number of guests, and parking.

Amended Motion: Council Member Cheatwood moved to amend his motion to continue the item to the next Work Meeting and Action Items agendas. **Second:** Council Member Ostergaard's second stood. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

Mayor Franco returned the meeting to the Action Items|Public Hearings agenda item two. Minute 4:17:10.

4. Branding for Pedestrian Pathway, Bandshell, and Festival Street (Ryan Bunnell) - 30 min

PIO (Public Information Officer) and Branding Consultant Ryan Bunnell described the direction previously provided by Council to gather additional information for establishing architectural standards and return with the findings.

Planning Manager Jamie Baron had met with Midway's Planning Manager to discover how their town had successfully implemented the Swiss and European theme. He described Midway's efforts to guide desirable development and architectural design for the community rather than outline what they did not want. He detailed design standards and provided images from Midway as included in the meeting materials.

Council discussed establishing architectural standards, the added cost to consumers, adding density to maintain affordability, and how best to proceed. Council Member Ostergaard volunteered his expertise and knowledge. City Manager Matt Brower asked Council to provide specific direction or instruction in order for Staff to proceed. Mr. Bunnell felt it was important to preserve the historic homes in the downtown area. Council Member Cheatwood asked Staff to discover how Midway had incentivized revitalization of the original historic buildings and homes in their downtown. Mr. Bunnell shared a state program he had used that deferred taxes for his property on Main Street to encourage a remodel rather than tear-down.

Motion: Council Member Phillips moved to extend the meeting for 15 more minutes. **Second:** Council Member Barney seconded the motion. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

Mayor Franco opened the discussion for public comments.

Vaughn Hokanson thanked the Council for their hard work. He felt naming the street was an indication of intent and felt it had the potential to be detrimental to the community and its history. He was opposed to naming the pedestrian corridor unless there was a tremendous amount of outreach to the community. He strongly advised against adopting the name of C Street.

Jamie Hewlett did not feel the public had been involved at all and several people had reached out to her asking what was going on. She said there were a lot of issues with C Street such as it would intersect a State Road that would eventually be four lanes and cross the road into a parking lot. Ms. Hewlett said planning 101 indicated you don't put a pedestrian corridor opening into a parking garage. She referred to Park City that had a cute walking area on one side and the parking and garbage on the next street over. She said there were several people that had been present that evening to oppose C Street including Chick's Cafe who would lose parking if a pedestrian corridor was installed. She felt the city should do little things to make large impacts rather than build large buildings, creating no place for snow removal, added density with no safety, no place for the garbage, and historic buildings would be torn down. Her main concern was that the public did not know what was going on.

Mayor Franco closed the public comment period for the branding discussion.

Motion: Council Member Phillips moved to name the pedestrian corridor "C street", even though it was not currently there but would hopefully one day be realized. He invited anyone from the public that did not understand it to have a conversation. And to name the banshell "Main Stage." **Second:** Council Member Johnston made the second.

Discussion: Mayor Franco stated the Council was not talking about the Festival Street but only the stage and pedestrian corridor. City Manager Matt Brower clarified that 200 South would be considered the festival street and the potential pedestrian corridor would be named C Street. Council Member Cheatwood indicated he was not prepared to name C Street as there was not yet any action being taken to install or construct the envisioned pedestrian corridor. Council Member Johnston felt that the Council was setting a vision that they wished for the City to achieve. Council Member Barney said she would vote against naming C Street and the Council was jumping ahead of themselves. She shared that she had recently read an article that claimed communities with a five or ten-year plan was achievable but anything beyond was unattainable due to unforeseen changes. She cited the example of World War II eliminating European countries plans for their future. Council Member Phillips did not know of an example where progress was made without a vision and felt it was important to begin with a vision toward the future.

Motion to call the question: Council Member Phillips called the question. Mayor Franco called for a vote: **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, and Johnston. **Voting No:** Council Member Barney. The **Motion Passed 4-1.**

Discussion: Mayor Franco felt the Council should postpone consideration of C Street in order to achieve further public outreach from the business owners lining the potential pedestrian corridor. She wished to ensure the public fully understood the vision and considered the pedestrian corridor a positive acquisition for the community. Council Member Ostergaard wished to clarify that the public outreach had been extensive but agreed that the Council could hold off on naming C Street. He noted that he did feel the City had to plan for the future.

Vote on original motion to approve naming C Street and the Main Stage. **Voting Yes:** Council Members Phillips and Johnston. **Voting No:** Council Members Ostergaard, Cheatwood, and Barney. The **Motion Failed 2-3.**

Motion: Council Member Barney moved to accept the name of the bandshell as "Main Stage" but to separate and wait to name the pedestrian corridor "C Street" to a later date. **Second:** Council Member Cheatwood seconded the motion.

Discussion: Council Member Ostergaard asked whether Council Member Barney would designate a timeline to prevent postponing the naming of the corridor for multiple years. Council Member Barney felt there was still concern within the community over naming the pedestrian corridor and wanted to see further discussions with the community to resolve their concerns. She knew it was something to benefit the community but wanted to see additional efforts made to alleviate community concerns. Council Member Cheatwood proposed additional Q&A with the affected property owners. He wanted to correct factually incorrect information that was being spread throughout the community.

Amended Motion: Council Member Barney wished to include in her motion that community outreach take place for the affected property owners and that Council bring back discussion for the festival street and C Street. **Second:** Council Member Cheatwood's second stood.

Discussion: Council Member Phillips asked for a date for the discussion to return to Council. The City Council Meeting scheduled for November 5, 2024, was selected for the discussions return. Council Member Phillips proposed that the Council Members personally visit the business-owners to correct the misinformation that had been distributed.

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

X. COMMUNICATION:

Planning Manager Jamie Baron shared that the roof of the Main Stage would be placed on the structure the following week. Staff intended to communicate to Council more precisely when it would take place if Council wished to observe.

City Engineer Russ Funk communicated that 500 North had been paved and was open. He shared the progress expectations for the completion of additional blocks in the Central Heber Replacement Project. He asked Council for direction regarding continuing work into the winter months, and described the plan to minimally impact the residents. He stated the winter work would not cost substantially more.

City Manager Matt Brower reminded Council of the tour planned for that Friday, October 4, at noon. Everyone was to meet at City Hall, then proceed on a walking tour of downtown Heber, followed by site visits in Salt Lake City.

Council Member Phillips did not feel the City needed to have a discussion regarding the proposed North Village annexation with the County. Council Member Barney felt a discussion with the County Council would be the courteous thing to do. Council Member Phillips felt the City need only indicate that a discussion had been held with UDOT and the proposed development would not hinder the installation of a bypass. Mayor Franco shared concerns from the County regarding the potential SITLA/Christensen annexation. Council Member Cheatwood proposed taking the discussion to a future County Council Meeting. Council further discussed how to build trust and collaboration with the County and how to best communicate what needed to be communicated. Mr. Brower proposed the discussion begin at the monthly combined planning meeting. Consensus of Council majority agreed.

Mr. Brower shared the Community Reinvestment Agency (CRA) website that was now publicly available and could be accessed via the City website. The intent was to direct the community to the website to help visualize the Envision Central Heber plan, answer questions, and provide ongoing City project updates.

Mr. Brower invited Council to attend either one of the two sessions for the 5th annual All-Hands Staff training scheduled for October 29, 2024.

XI. CLOSED MEETING:

Motion: Council Member Barney moved to enter Closed Meeting for the purpose of discussing the purchase, exchange, or lease of real property. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.** Council entered a closed meeting at 11:00 p.m.

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

Staff Present: City Manager Matt Brower
Planning Manager Jamie Baron
City Attorney Jeremy Cook
City Recorder Trina Cooke

Motion: Council Member Phillips moved to end the closed meeting and adjourn. **Second:** Council Member Cheatwood made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.** The meeting adjourned at 11:16 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 11/5/2024
SUBJECT: Adoption of Resolution 2024-19 Heber City (SSMP) Sanitary Sewer Management Plan
RESPONSIBLE: Matthew Kennard
DEPARTMENT: Public Works
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

This item proposes adopting the Heber City Sanitary Sewer Management Plan (SSMP), as stipulated in State Code R317-801.

RECOMMENDATION

Adopt the Heber City Sanitary Sewer Management Plan

BACKGROUND

Utah State Code R317-801 stipulates that municipalities operating a sewer collection system must adopt and implement a Sanitary Sewer Management Plan (SSMP). A copy of the SSMP must be publicly available at the municipality's office and/or online. The primary purpose of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent sanitary sewer overflows (SSOs) and minimize the impact of any SSOs that occur.

The SSMP must include:

- Organization information and the chain of communication for reporting SSO
- Adopted sewer collection system ordinances
- An Operation and Maintenance Plan
- A Sewer Overflow Response Plan
- A Fats, Oils, Grease, and Sands Program
- A System Evaluation and Capacity Assurance Plan

Staff has accounted for and included all the listed requirements in the proposed SSMP.

DISCUSSION

Staff recommends the adoption of the Sanitary Sewer Management Plan (SSMP) to ensure compliance with State Code R317-801. The SSMP encompasses all necessary plans and sample forms. In accordance with the Utah Office of Administrative Rules, a public notice was issued on October 28, 2024. The SSMP is available for public review on Heber City's website, with physical copies obtainable upon request at the Public Works offices.

FISCAL IMPACT

Costs associated with adoption are fully integrated into the budgeting process, with no additional expenses anticipated.

CONCLUSION

Staff is recommending the adoption of the Heber City Sanitary Sewer Management Plan.

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 Heber City SSMP as presented.

Alternative 2 - Approve as Amended

I move to **approve** the Heber City SSMP as amended, as follows.

Alternative 3 - Continue

I move to **continue** the Heber City SSMP 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 Heber City SSMP with the following findings.

ACCOUNTABILITY

Department: Public Works
Staff member: Matthew Kennard, Public Works Director

EXHIBITS

1. Heber City SSMP
2. Resolution 2024-19
3. SSMP Public Notice
4. Exhibit 1 - Heber City Contacts
5. Exhibit 2 - Work Order Example
6. Exhibit 4 - Log of Contacts
7. Exhibit 5 - Fee Schedule
8. Exhibit 7 - FOGS Recyclers
9. Exhibit 8 - Claim Form



Heber City Public Works Sanitary Sewer Management Plan

Introduction

Heber City Public Works is a department of Heber City Corporation established in Utah under the Utah State Code. Heber City Public Works was established in the year 1900 and provides sewage collection to customers in Heber City, Utah. This Sewer System Management Plan (SSMP) manual has been established to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent sanitary sewer overflows (SSOs), as well as minimize impacts of any SSOs that occur. Heber City Public Works recognizes the responsibility to operate the sewer system in an environmentally and fiscally responsible manner. As such, this manual will cover aspects of the collection system program necessary to provide such an operation. This manual may refer to other programs or ordinances and, by reference, may incorporate these programs into this manual.

Definitions

The following definitions are to be used in conjunction with those found in Utah Administrative Code R317. The following terms have the meaning as set forth:

- (1) "BMP" means "Best Management Practice"
- (2) "CCTV" means "Closed Circuit Television"
- (3) "CIP" means a "Capital Improvement Plan"
- (4) "DWQ" means "Utah Division of Water Quality"
- (5) "FOGS" means "Fats, Oils, Grease, and sand"
 - (a) This is also referred to as a Grease Oil and Sand Program (GOSI)
- (6) "I/I" means "Infiltration and Inflow"
- (7) "Permittee" means a federal or state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system or the responsible party directly in charge of operation and maintenance of the sewer collection system

- (a) When two separate federal or state agency, municipality, county, district, and other political subdivisions of the state are interconnected, each shall be considered a separate Permittee
- (8) "SECAP" means "System Evaluation and Capacity Assurance Plan"
- (9) "Sewer Collection System" means a system for the collection and conveyance of wastewaters or sewage from domestic, industrial, and commercial sources
 - (a) The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey storm water exclusively
- (10) "SORP" means "Sewer Overflow Response Plan"
- (11) "SSMP" means "Sanitary Sewer Management Plan"
- (12) "SSO" means "sanitary sewer overflow," the escape of wastewater or pollutants from, or beyond, the intended or designed containment of a sewer collection system
- (13) "Class 1 SSO" (Significant SSO) means an SSO or backup that is not caused by a private lateral obstruction or problem that:
 - (a) affects more than five private structures
 - (b) affects one or more public, commercial, or industrial structure(s)
 - (c) may result in a public health risk to the general public
 - (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures
 - (e) discharges to Waters of the State of Utah
- (14) "Class 2 SSO" (Non-Significant SSO) means an SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria
- (15) "USMP" means the "Utah Sewer Management Program"

General SSO Requirements

The following general requirements for SSOs are stipulated in R317-801 and are included here as general information:

- 1) The permittee shall take all feasible steps to eliminate SSOs to include:

- (a) Properly managing, operating, and maintaining all parts of the sewer collection system
 - (b) Training system operators
 - (c) Allocating adequate resources for the operation, maintenance, and repair of its sewer collection system by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices
 - (d) Providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events (Capacity shall meet or exceed the design criteria of R317-3)
- (1) SSOs shall be reported in accordance with the requirements noted herein
 - (2) When an SSO occurs, the permittee shall take all feasible steps to do the following:
 - (a) Control, contain, or limit the volume of untreated or partially treated wastewater discharged
 - (b) Terminate the discharge
 - (c) Recover as much of the wastewater discharged as possible for proper disposal, including any wash-down water
 - (d) Mitigate the impacts of the SSO

SSO Reporting Requirements

R317-801 stipulates when and how SSOs are reported. Following are the reporting requirements as of **11.05.2024**:

SSOs shall be reported as follows:

- (1) A Class 1 SSO shall be reported verbally within 24 hours and with a written report submitted to the DWQ within five calendar days
 - (a) Class 1 SSOs shall be included in the annual USMP report
- (2) Class 2 SSOs shall be reported on an annual basis in the USMP annual report

ANNUAL REPORT

A permittee shall submit to the DWQ a USMP annual operating report covering information for the previous calendar year by April 15th of the following year.

Sewer Use Ordinance

Heber City Public Works has established a Sewer Use Municipal Code (13.08) and Heber City Standard Specifications (02720), both of which have been adopted by the governing body. This Municipal Code and Standard Specifications contain the following items as stipulated by Utah State Code R317-801 (see below):

- Prohibition of unauthorized discharges
- Requirement that sewers be constructed and maintained in accordance with R317-3
- Ensure access or easements for maintenance, inspections, and repairs
- Ability to limit debris which obstruct or inhibit the flow in sewers, such as foreign objects or grease and oil
- Requirement for compliance with pre-treatment program
- Allowance for the inspection of industrial users
- Provision for enforcement of for ordinance or rules violations

The elements delineated below are included in this SSMP:

- General Information
- Operations and Maintenance Program
- Sewer Design Standards
- Sanitary Sewer Overflow Response Plan
- Grease, Oil, and Sand Interceptor Management Program
- System Evaluation and Capacity Assurance Plan
- SSMP Monitoring and Measurement Plan
- Sewer System Mapping Program
- No-Fault Sewage Backup Claims Program (Optional)

This program is intended to serve as general guidance documentation and informative material; it is not intended to be part of a regulatory requirement. As such, failure to strictly comply with documentation requirements is, in and of itself, not a failure of the program's effectiveness. Documentation failures are intended to be identified during system self-audits and will be addressed as training opportunities. Significant system failures will be followed up with corrective action plans. This corrective action process will be implemented by all individuals involved in the SSMP program. Not all Heber City Public Works employees will necessarily be involved in the collection system operations. As such, not all employees will receive program training.

Finally, although not a part of this SSMP program, Heber City Public Works is an active participant in the Blue Stakes of Utah Utility Notification System. This system, regulated under title 54-8A of the Utah State Code, stipulates utility notification of all underground operators when excavation takes place. The intent of this regulation is to minimize damage to underground facilities. Heber City Public Works is responsible to mark City underground sewer facilities when notified that an excavation is to take place. Participation in the Blue Stakes program further enhances the protection of the collection system and reduces SSOs.

SSMP – General Information

This Sanitary Sewer Management Plan was adopted by Heber City Council on **11.05.2024**.

Please see attachment for Heber City’s SSMP Responsible Representatives: [Exhibit 1](#)

The following positions have the responsibility to implement and manage the specific measures as described in the SSMP as noted below.

Director

The Director is responsible for overall management of the sanitary sewer collection system. Responsibilities include working with governance to ensure that sufficient budget is allocated to implement the SSMP, maintenance of the SSMP documentation, development of a Capital Improvement Program, and general supervision of all staff.

City Engineer

The City Engineer is responsible for the development and maintenance of collection system design standards, maintenance of collection system mapping, and maintenance of the SECAP program.

Program Compliance Administrator/Chief Wastewater Operator DRC

The Program Compliance Administrator is responsible for implementation of the Fats, Oils, Grease, and Sand program.

Sewer Foreman

The Sewer Foreman is responsible for daily implementation of the SSMP. This includes maintenance activities, compliance with SORP requirements, and monitoring and measurement reporting requirements.

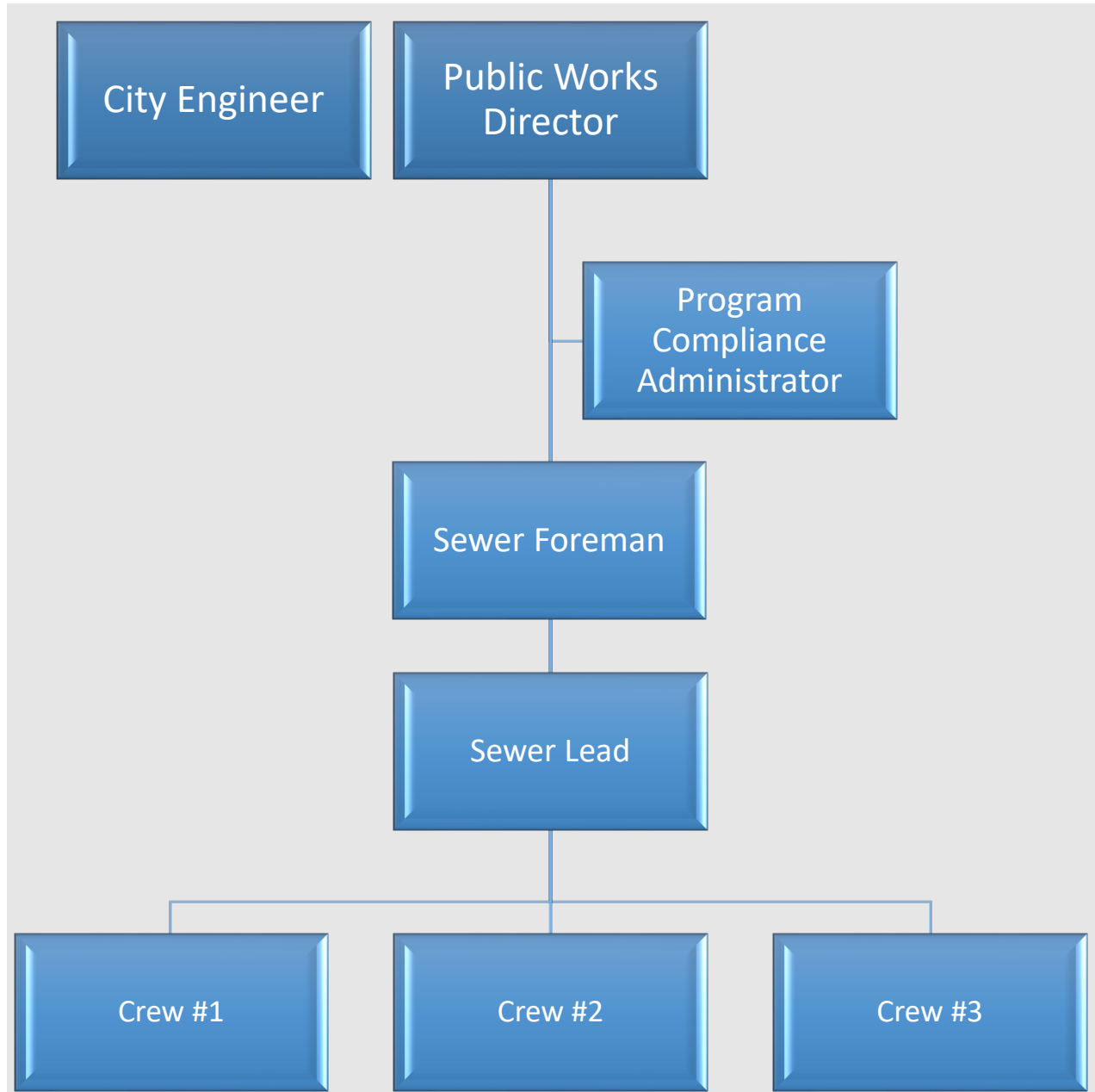
Sewer Lead

The Sewer Lead works under the direction of the Sewer Foreman. The Lead is responsible for assisting in daily implementation of the SSMP. This includes maintenance activities,

compliance with SORP requirements, and monitoring and measurement reporting requirements.

Organization Chart

Below is the organization chart associated with the SSMP:



Operations and Maintenance Program

Heber City Public Works has established this sanitary sewer system operations and maintenance program to ensure proper system operations; to minimize basement sewer backups or SSOs; and to provide for replacement, refurbishment, or repair of damaged or deteriorated piping systems. The combined maintenance program helps to ensure that the environment and health of the public are protected at a reasonable cost for the end users. To this end, the following areas are described and included in this maintenance program:

- System Mapping
- System Cleaning
- System CCTV Inspection
- Manhole Inspections
- Defect Reporting
- Collection System Damage

System Mapping

An up-to-date map is essential for effective system operations. Heber City Public Works has assigned the mapping responsibility to the Technology Foreman who will prepare and maintain current mapping for the entire sanitary sewer system. Mapping may be maintained via hard copy, in a graphical information system (GIS), or a combination of the two.

If an employee identifies an error in the mapping system, they are advised to document the error on a work order and give it to the Technology Foreman in order that the error may be addressed.

System Cleaning

Sanitary sewer system cleaning is accomplished through various means and methods. Heber City Public Works has established a goal to clean the entire system every (3) years. Based on the City staff's years of experience, this cleaning frequency helps to significantly reduce the number of basement backups, controls grease problems, and flushes any bellies in the system. In addition, Heber City Public Works has a list of identified "hot spots" which are maintained at a higher frequency to ensure efficiency of the system. Systems which may be prone to root growth and intrusion are treated via mechanical cutting of the roots, hydraulic cutting of the roots, or chemical treatment of the roots. Areas where restaurants are situated close together are hydraulically cleaned with a high-pressure jet truck using a degreasing agent for FOGS control.

Cleaning records are maintained at Heber City Public Works via our work management system. Contractors are required to provide cleaning records associated with their work. Cleaning history data may also be entered into the GIS mapping system; however, this is not always necessary. Should the cleaning process identify a serious defect, the problem should be reported on a work order. Work orders are to be given to the Sewer Foreman for further action. These work orders should be specific as to location and type of problem. Please see attachment for a sample work order: [Exhibit 2 Work Order Example](#)

A summary of cleaning activities shall also be prepared annually by the Sewer Foreman or designee. This summary will be presented to Heber City's Public Works Director and ULGT for Insurance purposes.

System CCTV Inspection

Closed Circuit TV (CCTV) inspections of the sanitary sewer system are instituted for the purpose of assessing pipe condition and identifying problems or potential future failures. The CCTV process also helps to determine the piping condition to allow for replacement prior to failure. Generally, Heber City Public Works' Sewer Department will conduct the CCTV inspections. Inspections of the system will occur every 8 to 10 years. This inspection frequency is based on the pipe aging process. As such, once the system has been inspected completely, change will usually occur gradually. CCTV will also be employed when a systems operation or capacity is questioned or when an SSO occurs. Any defects identified during the CCTV process should be reported on a work order and given to the Sewer Foreman for possible repairs. Documentation of CCTV activities will be maintained at Heber City Public Works' office on a server. When contractors are employed to inspect the sanitary sewer system, they will be required to submit records of their work. The Sewer Foreman will prepare an annual summary of CCTV completed for that calendar year.

Manhole Inspection

Heber City Public Works schedules annual inspections of the sanitary sewer manholes (M/H). The M/H inspection involves the identification of foreign objects, checking condition of all interior parts of manhole (collar, frame, lid, riser, cone, barrels, shelf, and trough), and checking for any signs of infiltration and/or surcharging. Crews inspecting the manholes have maps immediately available on their laptops or tablets. When a potential defect is identified, a work order is to be created. An operator should check the potential defect within several days to determine further action. If, during the inspection process, the inspection crew believes a problem is imminent, they should immediately cease inspecting and inform the Sewer Foreman of the problem. A cleaning crew should be dispatched immediately to ensure correct system operations. All inspection records should be retained for documentation of work performed.

Defect Reporting

Defect Reports generated through the cleaning, CCTV inspection, or manhole inspection programs will be prioritized for correction by the Sewer Foreman. Any defects which have the potential for catastrophic failure and, thus, create a sanitary sewer overflow should be dealt with immediately and reported to the Public Works Director, Wastewater Chief Operator/DRC, and Sewer Foreman. Once the SSO is controlled, the Sewer Foreman can evaluate the need for further repair. Repair methods may include:

- Spot Excavation Repairs
- Spot Band Repairs
- Segment Excavation Replacements

- Segment Lining
- Manhole Rehabilitation

When a defect is not flagged for immediate repair, it should be considered for placement on the “hot spot” list. This will allow for vigilant maintenance to ensure that failure and/or that a subsequent sanitary sewer overflow does not take place. Defect reports should be used in the budget process to determine what financial allocation should be made in the upcoming budget year. The Sewer Foreman should include outstanding defects in the annual report, as well.

Collection System Damage

Collection system damage may occur as a result of multiple factors - some identified as a result of inspection activities, and some identified as a result of damage by third parties, such as contractors.

Damage Identification

It is imperative that potential system damage which may result in an SSO or basement backup when identified, is immediately reported to the Sewer Foreman, the Wastewater Chief Operator/DRC, and be documented in order to prevent environmental, public health, or economic harm. Identification of damage may occur either during internal activities or external activities.

Internal activities during which an identification of damage may occur include the following:

1. Collections Maintenance Activities
2. CCTV Inspection Activities
3. Manhole Inspection Activities

These three activities are discussed in this Maintenance Program, and the identification of damage will result in the generation of a work order. Damage identification is an iterative and continuous process.

External activities identification of damages may include the following:

1. Contractor Notification of Damage
2. Directional Drilling Notification of Damage
3. Public Damage Complaints

All three of these notifications generally require an immediate response. Staff should respond and evaluate the seriousness of the damage and the effect on the environment. Damages which include a release to the environment should be handled in accordance with the SORP (Statement of Recommended Practice). Damages which result in a residential or commercial basement backup should be reported immediately to the Sewer

Foreman and the Public Works Director. Damages isolated in a trench simply require repair of the damage.

Whatever the cause of collection system damage, the response should be expeditious in order to prevent environmental or economic harm. Sewer Department staff should consider all damages an emergency until it is determined upon inspection to be a lower priority.

Damage Response Actions

When damages occur in the collection system, the following actions help define the course of action which staff should take. These action plans are not inclusive of all options available but are indicative of the types of response that may be taken.

Stable Damage

Inspection activities may show a system damage which has existed for an extended period. Such damage may not require immediate action. When stable damage is identified and not acted upon immediately, a work order should be prepared to address the damage later. An example of stable damage could be a major crack in a pipeline or a severely misaligned lateral connection where infiltration is occurring.

Unstable Damage

Unstable damage is damage which entails a high likelihood that failure will occur. Such damage may include a broken pipe with exposed soil or a line which has complete crown corrosion. In these cases, action should be taken as soon as scheduling permits, as soon as a contractor is available, and when materials and other necessary resources are available for the repair. When such unstable damage is identified, consideration should be given to trenchless repairs which may be able to be completed quicker than standard excavation, if possible. Immediately after identification of the issue, the Sewer Foreman should be contacted to review and document budget considerations.

Immediate Damage

When a contractor or others damage a collection line such that the line is no longer capable of functioning as a sewer, this immediate damage must be handled expeditiously. Such damage allows untreated wastewater to pool in the excavation site, spill into the environment or possibly backup into a basement. Under such conditions, priority should be given to an immediate repair. Since excavation damage may be a result of contractor negligence or it could be a failure of Heber City Public Works to adequately protect the line by appropriately following [Exhibit 3 - Damages to Underground Utilities Statute 54-8A](#), priority

should be given to affecting a repair and not to determining the eventual responsible party.

As can be determined from the above action plans, priority should always be preventing SSOs and attendant environmental damage, to prevent basement backups and financial impacts, and to prevent public health issues.

Sewer Design Standards

Sanitary sewer design standards for Heber City may be accessed on the City's website:

<https://www.heberut.gov/DocumentCenter/View/205/02720-Sanitary-Sewer-and-Storm-Drain-Systems-PDF>

These design standards are intended to be used in conjunction with Utah Administrative Code R317-3. Where a conflict exists between these two standards, the Administrative Code shall prevail.

Sanitary Sewer Overflow Action Plan

Whenever sanitary sewage leaves the confines of the piping system, immediate action is necessary to prevent environmental, public health, or financial damage from occurring. In addition, quick action is normally needed to mitigate damage which may have already occurred. For the purpose of this section, the following are part of the emergency action plan:

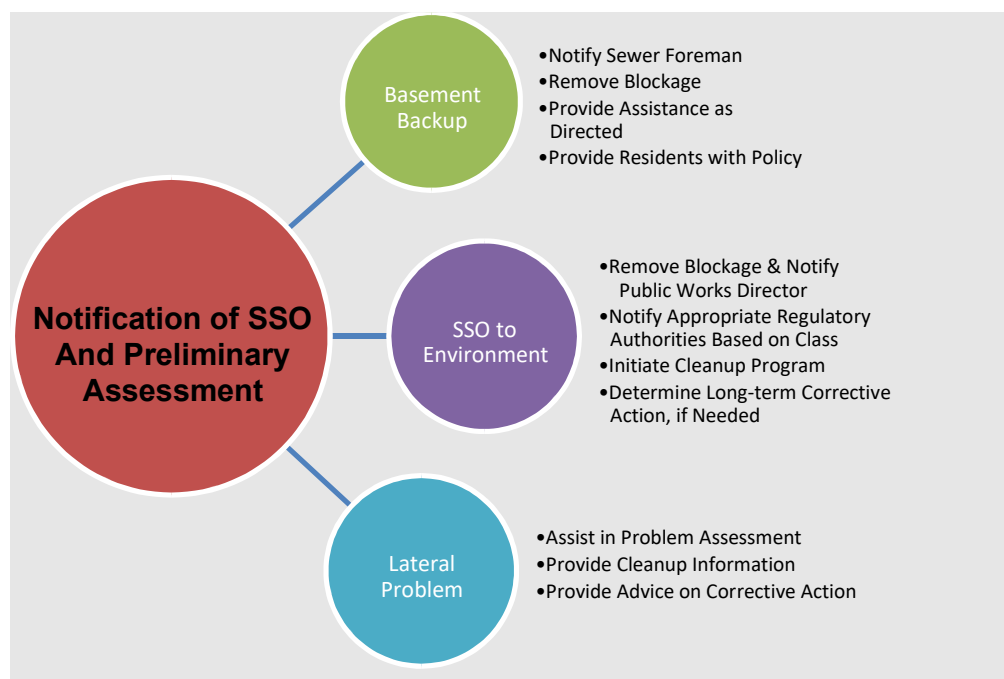
1. Basement backups
2. Sanitary sewer overflows
3. Sanitary sewer breaks which remain in the trench
4. Sewer lateral backups

All the above conditions are likely to cause some damage. Each should be treated as an emergency and corrective actions taken in accordance with direction given by Heber City Public Works. Items 1 and 2 above should be reported immediately based on whether they constitute a Class 1 or Class 2 SSO. As stated in the definition section of the SSMP Introduction, a Class 1 SSO is an overflow which affects more than five private structures; affects a public, commercial or industrial structure; results in a significant public health risk; has a spill volume more than 5,000 gallons; or has reached "*Waters of the State*." All other overflows are Class 2 SSOs. All Class 1 SSOs should be reported immediately. Class 2 SSOs should be documented and reported in the annual SSMP report and included in the Municipal Wastewater Planning Program submitted to the State. Item 3 may be reported to

the local health department if, in the opinion of the Chief Direct Responsible Charge, there is potential for a public health issue. An example of where a public health issue may be present is when an excavator breaks both a sewer and a water line in the same trench, which inherently includes a risk of possible cross contamination. In such cases, the Wasatch County Health Department representative should be contacted, and the situation explained. If the Health Department representative requests further action on the part of the city, staff should make every feasible effort to comply. If, in the opinion of the responsible staff member, the Health Department request is unreasonable, the Public Works Director should be immediately notified. **Care should always be taken to err on the side of protecting public health over financial considerations.** When a basement backup occurs, the responding staff member should follow the Basement Backup Program procedures. Lateral backups, while the responsibility of the property owner, should also be treated as serious problems. Care should be taken to provide advice to the property owner in such cases, but the property owner is ultimately the decision-maker regarding what actions should be taken. Heber City Public Works log of contacts with Agencies/People can be found on attachment: [Exhibit 4 - Log of Contacts with Agencies/People](#)

Response Activities

There are specific steps that should be followed once a notification is received that an overflow may be occurring. The following figure outlines actions that could be taken when the Heber City Public Works Department receives notice that a possible overflow has or is occurring:



General Notification Procedure

When a Class 1 SSO occurs, specific notification requirements are necessary. In such cases, the following notification procedure should be followed and documented. Failure to comply with notification requirements is a violation of R317-801.

Agency Notification Requirements

Both the State of Utah Division of Water Quality and the Health Department should be immediately notified when an overflow is occurring. Others that may require notification include local water suppliers, affected property owners, and, in certain cases, the Utah Division of Emergency Response and Remediation (if hazardous materials are involved). The initial notification must be given within 24 hours. However, attempts should be made to notify the noted entities as soon as possible in order that they may observe the problem and the extent of the issue while the problem is occurring.

A notification form is provided to document notification activities. After an SSO has taken place and the cleanup has been completed, a written report of the event should be submitted to the State DEQ within 5 days (unless waived). This report should be specific and should be inclusive of all work completed. If possible, the report should also include a description of follow-up actions such as modeling or problem corrections that have - or will - take place.

Public Notification

When an SSO occurs in which the extent of the overflow is significant and the damage cannot be contained, the public should be notified through proper communication channels. Normally, the Health Department will coordinate such notifications. Should Heber City Public Works need to provide notification, this notification could include press releases to the local news agencies, publication in an area paper, and leaflets delivered to homeowners/residents in the area of the SSO. Notification should be sufficient to ensure that public health is protected. When, and if, Federal laws are passed concerning notification requirements, these legal requirements are incorporated by reference in this document. In general, notification requirements should increase as the extent of the overflow increases.

Overflow Cleanup

When an overflow occurs, care should be taken to clean up the environment to the extent feasible based on technology, proven science, and financial capabilities. Cleanup could include removal of contaminated water and soil saturated with wastewater and toilet paper, disinfection of standing water with environmentally adequate chemicals, or partitioning of the affected area from the public until natural soil microbes reduce the hazard. Cleanup is usually specific to the affected area and

may differ from season to season. As such, this guide does not include specific details about cleanup. The responsible staff member, in conjunction with the State DEQ, the local health department, and the owner of real property should direct activities in such a manner that they are all satisfied with the overall outcomes. If, during the cleaning process, the responsible staff member believes the State or the County is requesting excessive actions, the Public Works Director should be contacted to coordinate with these other entities and make a determination.

Corrective Action

Following an SSO event, an analysis of the cause and possible corrective actions should take place. An SSO which is the result of grease or root plug may be placed on the preventative maintenance list for more frequent cleaning. Serious or repetitive plugging problems may require the reconstruction of the sewer lines. An overflow that results from inadequate capacity should be followed by additional system modeling and either flow reduction or capacity increase. If a significant or unusual weather condition causes flooding which was introduced to the sanitary sewer system incorrectly, the corrective action may include working with other agencies to try and rectify the cross connection from the storm sewer to the sanitary sewer or from home drainage systems and sump pumps. Finally, should there be a problem such that it is not anticipated to reoccur, no further action may be needed.

Fats, Oils, Grease, and Sand (FOGS) Program

Purpose

The purpose of this program is to provide for the control and management of fats, grease, oil, and sand discharges to the city sewer collection system. This program will provide a means to reduce interference with the collection system operation and pass through at the treatment plant.

Regulatory Authority

Regulatory authority to implement this program is found in the Code of Federal Regulations in 40 CFR 403, *General Pretreatment Regulations*. State authority for the program is given in the Utah Administrative Code R317-8-8, *Pretreatment*. Local Authority is found in Heber City Municipal Code 13.08

Program Implementation

This program shall be implemented in such a manner as to minimize the impact on businesses which may be affected by this program. In all cases, Heber City Public Works will maintain a uniform decision-making process. Heber City Public Works shall allow for appeals of program requirements in accordance with the appeal process approved in Heber City's FOGS Program.

The following steps detail the procedure that Heber City Public Works personnel shall follow in implementing this program.

Evaluation

Heber City Public Works staff members will evaluate an industrial user (IU) discharge to determine if fats, grease, oil, or sand management is required at the following events:

1. When applicable, issuance of a construction or remodeling building permit by the city engineering department.
2. When the collection line in front of the business is CCTV inspected as part of the sanitary sewer system preventative maintenance program and it is determined that FOGS are not properly being captured allowing for FOGS to build up and cause problems in the collection system or at the treatment plant.
3. When a downstream sanitary sewer pipeline plugs due to fats, oil, grease, or sand

No further action will be taken if it is determined that no potential exists for significant enrichment of the wastewater with fats, grease, oil or sand. Enrichment is defined as a discharge with greater volume or concentration of fats, grease, oil, or sand than that discharged from a typical residential connection. For fats, oil and grease, the typical residential discharge has less than 100 mg/L of oil and grease for any sample taken. Greater concentrations would be enrichment. Also, a significant buildup of oil and grease in the lateral would indicate enrichment. Sand and dirt are not typically discharged from a residential connection. Any potential for sand or dirt discharge would be enrichment.

Implementation

IUs which are determined to enrich or have the potential to enrich the wastewater with fats, grease, oil, or sand will be required to develop a management plan in accordance with the following tracks.

TRACK 1

This track is available for IUs which exist at the time of program implementation. However, not all existing IUs may be permitted to use this track. Determination will be made on a case-by-case basis. IUs on this track will be permitted to pay a contractor to clean the main sewer line from their place of business to the nearest trunk line. (Note: a trunk line is any sewer line which has an inside diameter of eighteen inches or larger or has been classified as a trunk line by Heber City Public

Works.) Cleaning frequency will be determined by inspections performed by Heber City Public Works.

TRACK 2

This track requires the IU to install and maintain a fat, oil, grease, and/or sand trap on their premises. Cleaning reports are required by Heber City Public Works. A representative from Heber City Public Works shall inspect and test the grease trap on a periodic basis. Sampling may also be done to test the levels of BOD (Biological Oxygen Demand), O&G (Oil and Grease), TSS (Total Suspended Solids), and COD (Chemical Oxygen Demand). If test results are above acceptable levels the IU is in violation may be fined. The Fees associated with FOGS are on attachment: [Exhibit 5 - Heber City Fee Schedule](#)

The IU will also be ordered to take immediate action to return to compliance. Retesting will be done within 30 days if the trap has not been cleaned and a cleaning report submitted another inspection and testing fee will be assessed. Should the test results still not comply with the 100 mg/L oil and grease limit, enforcement will be escalated in accordance with the, [Exhibit 6 - Heber City FOGS Ordinance](#). In addition, an IU which is frequently violating the 100 mg/L limit may be issued a pretreatment permit in order to further regulate the IU.

By following the steps discussed above, Heber City Public Works hopes to maintain a collection system free from excessive backups and prevent SSO's.

List of Acceptable Entities That Recycle Oil and Grease

The following list of grease and oil recyclers should be given to all IUs who operate a grease trap. This list may not be all inclusive. Other recyclers may be used if it can be demonstrated that they discharge of the waste appropriately, according to the standards described herein. [Exhibit 7 - FOGS Recyclers](#)

System Evaluation and Capacity Assurance Plan (SECAP)

Heber City Public Works believes that one of the keys to preventing sanitary sewer overflows is to evaluate system capacity and to monitor flows throughout the system in order to ensure that capacities are not exceeded. Should a collection sub-system exceed the capacity of the pipes, the system will be immediately re-evaluated, and corrective action taken.

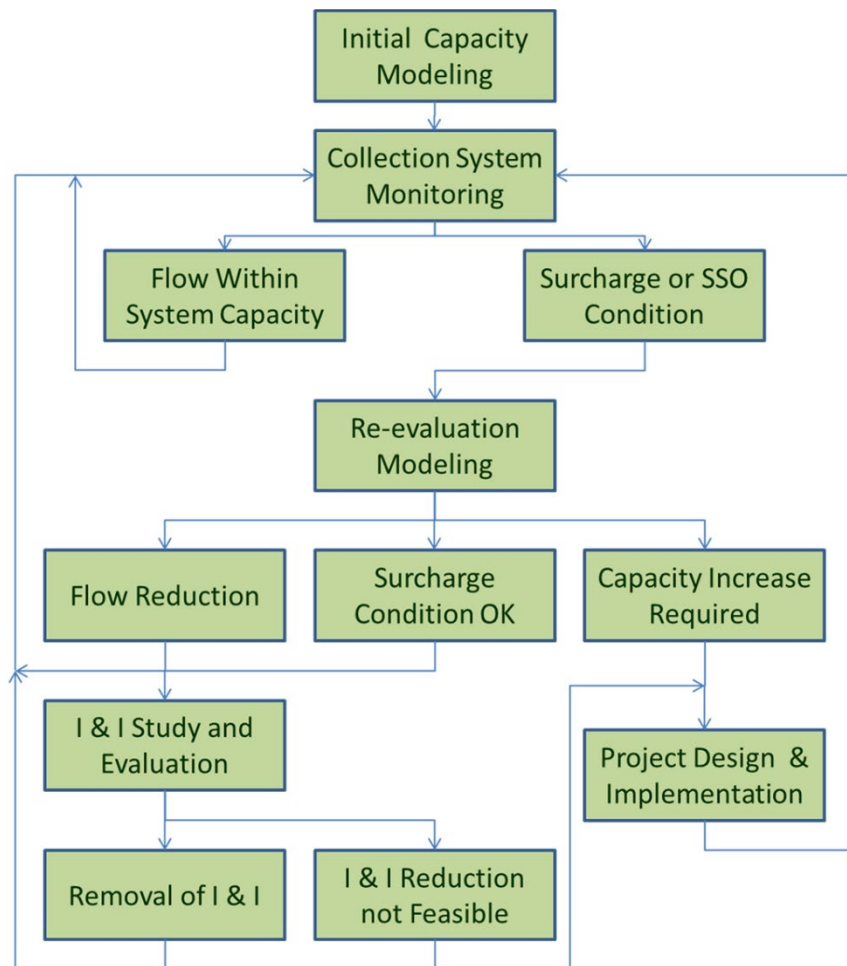
The following elements are all part of Heber City Public Works SECAP program.

1. Initial Capacity Modeling and Master Planning
2. Flow Monitoring
3. Surcharge Flow Analysis
4. Re-evaluation Modeling and Analysis
5. Flow Reduction Evaluation and Implementation
6. Capacity Increase Evaluation and Implementation

The actual implementation process associated with each of the elements above is shown in the SECAP Flow Chart figure provided below. This flow chart process forms the backbone of the SECAP.

Initial Capacity Evaluation

Heber City Public Works has performed an analysis and modeling of each critical subsystem contained within its collection system. Subsystems are segregated based on the branching of the collection system. Trunk lines and collector lines are evaluated until the system reaches a point where less than 400 residential dwelling unit equivalents (RE) are upstream of that point in the system. The 400 RE point was chosen based on the minimum slope requirements of the State of Utah. An 8-inch pipe constructed on minimum slope will carry the flow from 400 RE based on 3.2 persons per dwelling unit, 75 GPCD and a peaking factor of 4. The RE equivalent is based on typical Utah information and assumes the peaking factor will account for a reasonable amount of inflow and infiltration. If an area is known to have - or flow metering identifies - a significant amount of inflow and infiltration, additional evaluation will be needed. In these areas the capacity of an 8-inch pipe system may be significantly reduced below 400 RE.



SECAP Flow Chart

In addition to developing an equivalent flow for a residential unit, consideration should also be given to time of concentration in the collection system. Based on typical diurnal flow patterns, if the transit time in the branch system is less than 2 hours, time of concentration can be ignored.

Flow Monitoring

Flow monitoring is done by the Heber Valley Special Service District (HVSSD) at the entrance of the sewer treatment plant.

Surcharge Flow Analysis

If any collection subsystem is identified as having any of the following problems, the system will be evaluated to determine future action. These problems are:

1. Sanitary Sewer Overflow to the Environment
2. Sanitary Sewer Break Remaining in the Trench

3. Basement Backup
4. Observed Subsystem Surcharging

The flow evaluation may result in multiple conclusions, some of which may require further action. Possible conclusions and the corresponding further actions are listed below. This list is not inclusive, nor does it require the specific action detailed. These are given as possible examples and will be used by the Sewer Foreman to determine correct future action.

Flow Reduction Evaluation

Should excessive flows be identified during the surcharge analysis, the solution may be to proceed with an inflow and infiltration study with the ultimate goal of reducing flows. These flow reductions may be achieved by reconstruction of specific areas, internal spot repairs, removal of illegal storm water or sump pump connections from homes or storm water systems, and system grouting. Tools used in flow reduction may include extensive in-line camera inspection, smoke testing, dye testing, and increased inspection or flow monitoring.

Foreign Objects or Obstructions

There are multiple foreign objects which may be found in sewers. These may include objects knocked into sewers during construction, debris illegally placed in sewer manholes, roots, greases and soaps, bellies in piping systems, etc. Each of these problems should be discovered during the backup investigation and a plan developed to ensure the problem does not reoccur. Types of action may include increased cleaning frequency, spot repairs, greater pretreatment activity, pipe lining, and other corrective actions adequate to resolve the problem.

Allowable Surcharging

Some piping systems may be able to accept surcharges without creating problems. Such systems may be deep, and surcharging occurs below the level of basements or manhole rims, or they may be in areas where there are no connections. In such cases, the resolution of the observed surcharge may simply be additional monitoring.

Revised System Modeling

Where piping system problems cannot be resolved in a less expensive way, the system may be further modeled to determine upgrade needs. Modeling should include known flow information and future projections. Since the system has been shown to have problems, further modeling should be more conservative in flow projections. Revised modeling should follow the guides given next.

Re-evaluation Modeling and Analysis

When a subsystem's needs demonstrate unresolvable problems by less costly means, the subsystem should be re-modeled and required action determined. Revised modeling may show that flow reduction may still be viable, or it may show that the system can allow current surcharge conditions. Most likely, however, the modeling will normally form the basis for construction to enlarge the subsystem capacity. Modeling should be done utilizing one of the following:

1. Heber City staff utilizing commercially available software
2. Heber City staff utilizing spreadsheet models
3. Engineering firms using available software or spreadsheets

It is important to ensure the modeling is comprehensive and includes all the potential flow sources. While the current area zoning and land use planning should be used in the model development, care should be taken to discuss possible changes with appropriate officials. Where possible zoning changes appear likely, the model should be re-run with the revised zoning alternatives. Once a resolution has been selected, the resulting project should be placed on the capital improvement plan (CIP).

Capacity Increase Evaluation and Implementation

The capacity evaluation should be expedited based on the impact of the problem on the environment and the possible repeat of the overflow/backup/surcharging. Details on prioritization are provided in the next section.

Systems requiring additional capacity should be engineered for expansion by qualified staff or engineering consultants. Project design should be based on acceptable engineering standards and should comply with State of Utah regulations found in R317-3. Easements should be obtained, where needed, and the design should include an analysis of other utilities in the vicinity. Design review should be done by the applicable regulatory agency, as appropriate. A design report should be prepared for each project.

Where appropriate, the subsystem modeling may be substituted for the design report.

Finalized projects should be placed on the CIP.

System Improvement Prioritization

The priority for improvement should follow the following general guidelines:

High Priority Projects

When there is significant potential for sanitary sewer overflows or frequent basement backups, the improvement should be considered a high priority, and any available budget should be allocated to the project.

Medium Priority Projects

Where the problem is infrequent and the possibility exists that it may not repeat in the near future, the priority for correction is designated as medium. Medium priority projects may be delayed until appropriate budget is available, or the priority is adjusted to high priority. Should an SSO or basement backup repeat in the same area, the priority should be immediately revised.

Low Priority Projects

If the observed problem is infrequent, there is a possibility that it may not repeat in the near future and the possibility that increased flow in the subsystem is low, the correct priority is low. Low priority projects will be placed in the budget process and evaluated against other needs. These projects will eventually be completed, but the work is not prioritized above plant and equipment needs.

Capital Improvement Plan

The CIP is part of Heber City Public Works budgeting process to ensure sufficient revenue to address identified weaknesses in the sanitary sewer system. Items which have been identified as needing a structural fix are placed on the CIP list and the cost for each estimated. Sources of funding should be identified for all high priority projects so that SSOs or other failures do not re-occur. Forecasts of available funding for medium and low priority projects should be made to facilitate future revenue needs.

SSMP Monitoring and Measurement Plan

PURPOSE: The purpose of this plan is to provide appropriate monitoring and measurement of the effectiveness of the SSMP in its entirety.

Records Maintenance

Heber City Public Works intends to maintain appropriate records on operations and maintenance of the sanitary sewer system to validate compliance with this SSMP. However, failure to meet standards set by the State DWQ or other regulatory agency during an inspection does not constitute a violation of the SSMP. Rather, deficiencies identified during inspections should be viewed as an opportunity for improvement.

Operations Records

Operations records that should be maintained include the following:

- Daily Cleaning Records
- CCTV Inspections Records
- Manhole Inspection Records
- Hot Spot Maintenance List
- Spot Repairs
- Major Repairs

- System Capacity Information
- SSO or Basement Backup Records Including Notification Documents to Appropriate Agencies (call logs, etc.)
- Capital Improvement Plan

Records will be maintained in a work management system and/or other software used by Heber City Public Works. Records may be maintained either on an electronic record or as a hard copy paper record or both. The extent of the record should be sufficient to demonstrate that the activity recorded was completed appropriately.

Performance Measurement (Internal Audit)

Periodically, but not less than annually, Heber City Public Works should assess and audit the effectiveness of the elements of this SSMP. All elements should be reviewed for effectiveness as well as all records should be reviewed for completeness. An internal audit report should be prepared preferably annually, but no less than once every five years, which comments on the following:

- Success of the operations and maintenance program
- Success of other SSMP elements
- Adequacy of the SECAP evaluations
- Discussion of SSOs and the effectiveness of the response to the event including corrective action
- Review of work order reports and adequacy of response to problems in the system
- Opportunities for improvement in the SSMP or in SSO response and remediation

The annual audit report need not be extensive or lengthy. It should, however, be sufficient to document compliance with the standards set in the SSMP. The audit reports should be maintained in accordance with the Heber City Public Works records retention schedule.

SSMP Updates

When a plan deficiency is identified through an audit, inspection, or plan review, and the deficiency requires an SSMP update, the plan may be updated at the discretion of the Public Works Director. SSMP updates should be recorded in a revision index maintained by the Sewer Foreman.

SSO Evaluation and Analysis

At least annually in the internal audit - and more frequently, if needed - Heber City Public Works will evaluate SSO trends based on frequency, location and volume. Trend evaluation will be empirical unless a large number occur sufficient to make a statistical analysis viable. If a trend is identified, a corrective action may be appropriate.

Public Communication and Outreach

Heber City Public Works will reach out to the public about the development, implementation, and performance of the SSMP. This communication may be accomplished by any of the following methods:

- Public Hearings
- Public Meetings
- Newsletters
- Direct Mail
- Leaflets
- Other Effective Methods

Heber City Public Works will accept comments, either written or verbal, and will review such comments for applicability. Public interest may be difficult to generate, but should be sought, nonetheless.

Sanitary Sewer System Mapping

Mapping systems include:

- Computer-based GIS System
- Paper-based Mapping System
- Trunk Line Maps & Subdivision Maps
- Work management system maps

Basement Backup Program

Basement backups can have a serious impact on a homeowners and business owners. As such, all reasonable efforts should be taken to prevent such backups from occurring. Sewer system backups are the result of several system problems. Such problems include any one or a combination of the following:

1. Laterals serving real properties are owned by the property owner, and lateral maintenance is their responsibility. Roots, low points, structural failure, and grease are primary problems lateral owners face.
2. Backups caused by main line plugs are usually caused by roots, grease, low points, foreign objects and contractor negligence.
3. Piping system structural damage may cause basement backups. Such structural problems include age or deterioration damage, installation damage, excavation damage and trenchless technology damage.
4. Excess flow problems may surcharge a piping system and cause backups into homes. Excess flows usually occur when major storm waters inflow into sanitary sewers. Sanitary sewers are not designed for such flow. In addition, some homeowners may illegally connect foundation drains and sump pumps to the sanitary sewer system.

Basement Backup Response

When Heber City Public Works is notified about a basement backup, staff will log the complaint on a designated call-out sheet or a work order. The person receiving the call may log the backup complaint or may ask administrative staff to document the complaint.

All backup complaints shall be investigated by staff. If the investigation determines that the cause of the backup is only in the lateral, staff may offer technical information, but should not take responsibility for cleanup nor subsequent restoration.

When it is determined that a basement backup is the result of a mainline problem, Heber City Public Works will follow the policy approved by its governing authority. A copy of this policy should be given to the homeowner. It should be noted that all actions taken by Heber City Public Works are taken on a no-fault basis. Heber City Public Works does not accept liability, nor does it waive its governmental immunity.

Backup Prevention Design Standard

Heber City Public Works promotes system designs which minimize backups and insure proper operations. To this end, Heber City Public Works has a design standard for all system construction. (Please see in Heber City Standard and Specifications 02720.)

In addition, Heber City Public Works complies with state design standards contained in R317-3. Finally for laterals, the following policy applies.

Policy Regarding Installation of Backflow Valves

Reference Regulatory Documents

The following regulations are referenced in the establishment of this policy:

- Utah Code Title 15A-2-103(c). This code section adopts the 2009 edition of the International Plumbing Code.
- The 2009 International Plumbing Code, section 715 Sewage Backflow.

Heber City Public Works Policy

- The State of Utah has adopted the International Plumbing Code (IPC) as its plumbing building standard.
- Heber City Public Works use the IPC as their statute for plumbing construction and installation.
- The IPC requires the installation of a sewage backwater valve “where the overflow rim of the lowest plumbing fixtures are below the next upstream manhole in the public sewer.”

- Any location deemed necessary by the Public Works Director or Sewer Foreman

Therefore, for new construction, Heber City Public Works requires the installation of backwater valves as stipulated by the IPC already propagated for all new construction.

No-Fault Sewage Backup Claims Program

Purpose

The purpose of this program is to assist in the cleanup of real and personal property, and/or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a backup of Heber City Public Works facilities, regardless of fault, within the restrictions, limitations and other provisions of this policy.

Cleanup of Real and Personal Property

- The Sewer Foreman may, in accordance with the Heber City Public Works standard procurement procedures, engage the services of one or more cleanup contractors to perform cleanup services at the direction of the Sewer Foreman on an as-needed basis.
- Upon discovering a backup as described in this Policy, a property owner should immediately notify the Heber City Public Works of such event.
- Upon notification of the occurrence of the event, the Sewer Foreman must notify the Public Works Director who will then notify Utah Local Governments Trust of the backup and the potential of a claim for property affected by backup.
- Heber City Public Works staff will give the homeowner a Sewer Backup Claim Form, attachment: [Emergency Sewer Back-Up Claim Form - Exhibit 8](#) which has information for cleanup companies as well as instructions to file a claim for the backup. In doing so, Heber City Public Works claims no fault for backup. Utah Local Governments Trust will determine fault and proceed according to their findings.
- In no event will Heber City pay or reimburse the property owner for the payment of special or consequential damages, unless otherwise approved by Heber City Council.

Establishment of Cleanup Criteria

Cleanup of a sewer backup must be completed in accordance with all health guidelines set by the local or state health department. Recommendations from governmental and academic experts, and other sources of guidance reasonably deemed by the Sewer Foreman to be balanced, unbiased, and protective of health and safety should be considered, when possible.

Application - Time Limitations

Any claim for a backup must be made within 30 days of the occurrence of the event.

Qualification for Assistance

An application or request for assistance or payment under this Policy may qualify only if Utah Local Governments Trust, after due inquiry or investigation, makes an affirmative determination that the event was the result of a backup of Heber City facilities, and that none of the following circumstances apply:

1. The loss was the result of a “force majeure” including but not limited to “Acts of God,” acts of public enemies, insurrections, riots, war, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, explosions, acts of terrorism, sabotage, or any other similar cause or event not reasonably within the Heber City Public Works control.
2. The loss was caused by either an act or omission of the property owner, the property owner's agent, or a member of the property owner's family or business.
3. The property owner failed to file a claim hereunder in a timely manner or failed to comply with any other procedural requirements of this Policy.
4. The loss is the result of intentional or negligent acts of third parties.
5. The loss is wholly covered by private insurance.

Reduction in Assistance

Heber City Public Works or Utah Local Governments Trust may limit any assistance or reduce any payment under this Policy based upon any of the following circumstances:

1. The property owner did not act responsibly to prevent, avoid, or minimize the loss
2. The property owner is unable to fully substantiate or document the extent of the loss
3. The loss is partially covered by private insurance

Payment Does Not Imply Liability

Any assistance or payment made under this Policy shall not be construed as and does not imply an admission of negligence or responsibility on the part of the Heber City Public Works for any damage or loss. Any assistance or payment made under this Policy is strictly voluntary on the part of Heber City Public Works or Utah Local Governments Trust. This Policy shall not, in any way, supersede, change or abrogate the Utah State Government Immunity Act, Utah Code Annotated, section 63-30-1 et seq., as amended, or its successor, and its application to the Heber City Public Works, or establish a right to sue Heber City Public Works under this Policy. Any assistance or payment made under this Policy and accepted shall constitute a full and complete release of any and all claims against the Heber City Public Works, its officers, employees, and agents arising from the incident.

Claims from Other Governmental Agencies

Notwithstanding any other provisions of this Policy, no application shall be accepted from the United States or any of its agencies, the State of Utah or any political subdivision.

Resolution 2024-19

A RESOLUTION ADOPTING A SANITARY SEWER MANAGEMENT PLAN (SSMP)

WHEREAS, Section R317-801 of the Utah Administrative Rules, entitled the “Utah Sewer Management Program” (USMP), requires the City to adopt an SSMP;

WHEREAS, Heber City has prepared an SSMP which complies with the purpose of the Utah Sewer Management Program, which is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent sanitary sewer overflows (SSOs), as well as minimize impacts of any SSOs that occur;

NOW, THEREFORE, BE IT RESOLVED BY HEBER CITY AS FOLLOWS:

Section 1. The City Council of Heber City hereby adopts the *Sanitary Sewer Management Plan*, dated November 5, 2024, attached as Exhibit A.

Section 2. This Resolution is effective immediately upon its enactment by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF HEBER CITY, STATE OF UTAH, THIS 5th DAY OF NOVEMBER, 2024.

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

APPROVED:

Mayor Heidi H. Franco

ATTEST:

_____ Date: _____

City Recorder

Exhibit A:

Public Notice
Heber City
Sewer System Management Plan

As required by the Utah Office of Administrative Rules R317-801-5, notice is hereby given that the Heber City Sewer System Management Plan (SSMP) will be submitted for approval by the governing body of Heber City, the Heber City Council, during the next regularly scheduled City Council meeting on November 5, 2024, at 6:00 p.m. The meeting will take place in the Heber City Council Chambers located at 75 North Main Street, Heber City, Utah, 84032. The main purpose of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent sanitary sewer overflows (SSOs), as well as minimize impacts of any SSOs that occur. The SSMP is available for public review on the Heber City website www.heberut.gov.

Trina Cooke
City Recorder

Published in the Wasatch Wave October 30, 2024, on the Heber City website www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>.



Responsible representative(s) titles and phone numbers for Heber City Public Works, with regard to Heber City's SSMP

City Engineer	Russ Funk	(435) 817-0376
Public Works Director	Matthew Kennard	(801) 420-1077
Program Compliance Administrator/Wastewater DRC	Chris Pedersen	(385) 312-6004 (435) 602-0376
Sewer Foreman	Rance Echols	(801) 420-6355
Sewer Lead	Stephen Lafay	(435) 659-6312

*Note: Any changes to the above list will be made immediately.

Work Order: #201 - Coat/Grout Exterior



Department: Sewer Status:OPEN Priority: 2

Address: 600 W 300 S, Heber City, Utah, 84032 **Location:** 600 W 300 S, Heber City, Utah, 84032

Initiated By: Pedersen, Chris

Project Start Date: 8/12/2024 2:30 PM

Actual Start Date: 8/12/2024 2:30:10 PM

Supervisor: Kennard, Matthew

Work Completed By:

Date Opened: 8/12/2024 2:30:33 PM

Project Finish Date: 8/12/2024 2:30:33 PM

Actual Finish Date: 8/12/2024 4:30:23 PM

Submit To: Pedersen, Chris

Date Closed:

Asset		Info
Sewer - SEWER MANHOLES -		SP017899 - 579

Custom Work Order Information

Questions: Answers:

- Blue Stakes Time Effective
- Blue Stakes Legal Date
- Blue Stakes Good Thru
- Blue Stakes Ticket #

Comments

Infiltration on inlet. Grout to stop infiltration.

Tasks

Description: Assigned to: Task Start: Task End:

Heber City Public Works Log of Contact with Other Agencies/People

Location of SSO: _____ **Date of SSO:** _____

Agency	Phone Number	Contact Made Yes/No	Time	Remarks
Utah DWQ	801-536-4300 or 801-231-1769			
Wasatch County Health Department	435-654-2700			
Utah DERR	801-536-4123			
Heber City Police Department or Wasatch Co. Sheriff's Office	435-654-1411			
Local Fire Agency	435-654-1411			
Rural Water Association of Utah	801-756-5123			
US EPA Region VIII	Consult with DWQ			

Other Contacts:

Name of Contact	Phone Number	Contact Made Yes/No	Time	Remarks

9 Public Works Service Fees

SERVICE		FEE
Excavation Fees		
Paved Surfaces > 25 square feet		\$300.00 + \$1.50/sq. ft. for roads 0-3 years old
Paved Surfaces > 25 square feet		\$300 + \$0.25/sq. ft. for roads over 3 years old
Unpaved Surfaces (lengths less than or equal to 100 ft)		\$50.00
Paved surfaces < 25 square feet		\$100.00
Specialty Sign: Deaf or Blind Child in Area etc...		\$500.00
Investigative Water Sample Fee		\$25.00
Banners		
Application Fee		\$25.00
Per Week Displayed on Main Street		\$50.00
Snow Bird Policy Fees		
Base Rates		All Utility Base Rates are charged on residences requesting service shut-off without change of account holder.
Shut off Service/Turn Service Back On		\$50.00 per time water is shut-off and reconnection
Damaged Meter Fee		The full cost of the meter up to \$250.00, material cost and wage cost for replacement based on current rates.
Theft of Service/Accessing Meter Vault Fine		Up to \$500.00 plus the cost of services.
Fire Hydrant Meter Permit		
Deposit		\$4,000.00
Daily Rental Fee		\$10.00
Water Usage Charge		\$0.025 per gallon
Mandatory Minimum Usage Fee		\$25.00
Fats, Oils and Grease (FOG) Inspection Fees		
Three-month compliance inspection		\$100.00
One-Month compliance inspection		\$100.00
Weekly compliance inspection		\$100.00
FOGS Sampling Fees		

BOD (Biological Oxygen Demand)		\$90.00
O&G (Oil & Grease)		\$100.00
TSS (Total Suspended Solids)		\$39.00
COD (Chemical Oxygen Demand)		\$32.00
Blockage caused by FSE (Food Service Establishments)		
1st Blockage		\$1,000.00
2nd Blockage		\$1,500.00
3rd Blockage		\$2,000.00
Additional Violations		(increased by \$500.00 for every additional violation)
Violation of FOGS Ordinance 13.08		
1st Violation		Written Warning
2nd Violation		\$1,000.00
3rd Violation		\$1,500.00
Additional Violations		(increased by \$500.00 every additional violation)
After hours Call Out/Inspection		\$150.00 Each Call Out

HISTORY

Adopted by Ord. [2004-10](#) on 4/1/2004

Amended by Res. [2019-11](#) Amend Consolidated Fee Schedule on 6/18/2019

Amended by Res. [2019-14](#) Amend Consolidated Fee Schedule/Public Works Service Fees on 7/16/2019

Amended by Ord. [2020-40](#) Amending Consolidated Fee Schudule on 11/17/2020

Amended by Ord. [2021-10](#) on 2/16/2021

Amended by Res. [2021-05](#) on 6/15/2021

Amended by Res. [2022-23](#) on 9/6/2022

Adopted by Res. [2023-14](#) on 8/15/2023

Amended by Ord. [2024-13](#) on 6/18/2024

Recycler	Phone Number	Address
Beck's Sanitation	801-521-7867	543 Iron Rose Pl, Salt Lake City, UT 84104
SOS Pumping Services	801-768-4451	2230 Piper Lane, Eagle Mountain, UT 84005
Grease Removal Services	801- 582-7177	2675 W 2365 S, West Valley City, UT 84119
Go2 Pumpers	801-899-7900	South Yukon River Lane, Herriman, UT 84096

Emergency Sewer Back-Up Claims

In an effort to continue to broaden options for residents, the Trust is broadening our provider program for emergency sewer back-up claims.

Here's What You Do:

In the event that you are impacted by an emergency sewer back-up or sewer main break in Heber City, follow these simple steps:

1. Call the "Claim Reporting Contact #" provided below in order to report/file a claim.
 - a. An insurance adjuster will conduct a prompt investigation during which they will determine how to proceed with addressing your claim.
2. Select one of the providers listed below & contact them for assistance. (Please note that Heber City cannot recommend nor mandate one provider over another, but any of these providers should be able to adequately assist you.)

Claim Reporting Contact #:
1-800-243-2490

Providers:

Belfor	1-800-856-3333
Liberty Restoration	801-436-5225
Utah Disaster Kleenup	801-553-1010
Wasatch Disaster Solutions	385-434-0667

PLEASE NOTE: A completed "Notice of Claim Form" and any associated documentation is required before any claim may be submitted to the insurance carrier. Please complete the attached form & submit it to Suzanne Hansen, Heber City Prosecutor's Assistant, @ claims@heberut.gov. Please feel free to contact us at 435-657-7899 if you have any questions. Thank you!

PROCEDURE FOR FILING A CLAIM

Under Utah law, an injured party, or the owner of damaged property, or their legal representative must properly file a Notice of Claim against a governmental entity in order for a loss to be considered. A claim must include a brief statement of the facts, the nature of the claim asserted and the damages as far as they are known. The written claim must be signed, dated and submitted to the correct address or email addresses for the entity against which the claim is being made (See Utah Code 63G-7-401). While use of this form is not required, it is provided as a tool to assist the public in meeting the above requirements.

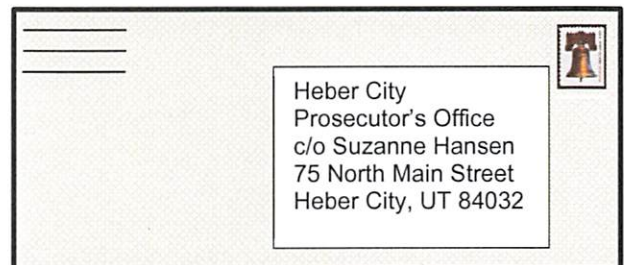
Please complete all of the pertinent parts of the attached claim form, add your signature and signature date, then submit the claim as instructed below. You may attach additional documentation to your Notice of Claim such as photos, estimates, witness statements and the like. However, these items can also be submitted later in the claim process.

Email your claim to:

Or

Mail your claim to:

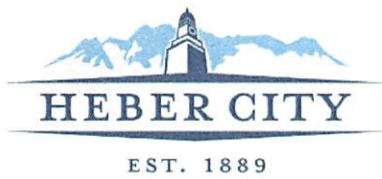
claims@heberut.gov



Additional Instructions

1. Once your claim is received, an adjuster will be assigned and they will contact you. Processing may take some time. It is your responsibility to mitigate your damages. For questions, please call (800) 842-6172.
2. **Medicare Eligibility:** Federal law requires all entities that are responsible to pay for medical treatment or who settle bodily injury claims for eligible individuals, to report the obligation and settlements to Medicare. Reporting is required for the following individuals:
 - Current Medicare beneficiaries,
 - Individuals who may be Medicare eligible within the next 30 months because they are: 62 ½ years old, have applied for SSDI, or have End Stage Renal Disease.If you fit into one of these categories and are filing a claim for injuries, you will be required to furnish additional information in order to process your claim.

This procedure and use of this form for filing a claim is not to be construed as a waiver of any provision of the Utah Governmental Immunity Act. Submission of this Notice of Claim form does not guarantee compliance with the Act. (UTAH CODE ANN. § 63G-7-101, et seq.)



Heber City Corporation
75 North Main St.
Heber City, UT 84032
435-654-0757

NOTICE OF CLAIM FORM

(Use additional sheets if needed.)

Last Name: _____ First Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone Number: _____ Home Phone Number: _____

Email Address: _____

Date of Loss: _____ Time of Loss: _____

Type of Loss: (Injury, Property Damage, _____)

Location: _____

Your Vehicle (if applicable): _____
(Year) (Make) (Model)

Law Enforcement Case Number (if applicable): _____ Law Enforcement Agency: _____

Employee Involved (if known): _____

Gov. Vehicle (if applicable): _____
(Year) (Make) (Model) (License No.)

Your Insurance Information:

Insurance Company Name: _____

Insurance Company Phone Number: _____

Insurance Policy Number: _____

Have you Filed a Claim with Your Insurance (Yes or No) _____

Insurance Claim Number: _____



Heber City

75 North Main St.
Heber City, UT 84032
435-654-0757

Description of Incident:

Damages Incurred:

Injuries Incurred:

(Claimant's Signature)

(Date Signed)

IMPORTANT!! Unsigned CLAIM FORMS are not compliant and won't be processed (see UTAH CODE ANN. § 63G-7-401).

HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 11/2/24

SUBJECT: Mayor's Nomination for AAB, POSTT Committee,
and the Historical Preservation Commission



RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

RECOMMENDATION

Mayor is nominating Bruce Bartholomew and Marissa Stanger as POSTT Committee Alternates, Jeff Mabbutt as a new AAB Member, Ron Carlile, Catherine Dalton, McKay King, and Kristy Bond as Historic Preservation Commission members.

Per City Code 2.47.020, the POSTT Committee Alternates are being nominated for a four-year term each (Nov 2024 – Nov 2028).

Per City Code 2.50.020 the Historic Preservation Commission, Kristy Bond, McKay King, and Catherine Dalton are nominated for a four-year term (Nov 2024 – Nov 2028) and Ron Carlile is nominated for a six-year term (Nov 2024 – Nov 2030.) Current Chair Michael Moulton believes that Ron Carlile will likely become the next Chair of the Commission though the Commission will vote on that themselves.

Per the Airport Advisory Board Bylaws at:

<https://heberut.gov/DocumentCenter/View/541/Airport-Advisory-Board-Bylaws-APPROVED-REVISION-AUG-2-2018> ; Article III.B.(2) and C.: "Three Permanent Heber City Residents and shall be voting Board Members" and Terms, Jeff Mabbutt will finish the remaining term of a resigned AAB member term (Jan 2022 – Jan 2026).

Historic Preservation Commission members Shauna Bennett and Phil Wright are resigning. Also, Rocco Tomanelli, one of the Heber City resident designee, resigned from the AAB.

The Mayor thanks Shauna Bennett, Phil Wright, and Roco Tomanelli for their dedicated service to Heber City!

CONCLUSION

Recommend approval.

Application Information:

POSTT Committee Alternates

MARISSA STANGER

Name	Marissa Stanger
------	-----------------

Email Address	mstangerslc@gmail.com
---------------	-----------------------

Address	258 W 300 S
---------	-------------

City	Heber City
------	------------

State	UT
-------	----

Zip Code	84032
----------	-------

Background/Experience/Qualifications

I have excellent interpersonal and communications skills as well as several years' experience cultivating productive relationships with nonprofit and local government leaders, small business owners, utility managers, school teachers and staff and community members. I have a background in supporting strong mission statements that benefit the communities I work in, and I'd love to translate this passion to my own community. An aspect of my professional experience that I enjoy most is educating people whether its about energy efficiency, sustainability and conservation. I am a problem-solver, innovator, communicator and would bring positive energy to the POST Committee. Several AmeriCorps service years allowed me to support growing communities with equitable and local food systems programs, waste reduction, community and backyard gardens, tree planting, trail building and more. Across Heber, I enjoy recreating in the Provo River, running in the parks near my house and biking on the trails. Our valley's access to trails is one of the first reasons I fell in love with Heber, and knew it would be a dream to move here full-time. Now that I'm here, I'd love to help the POST Committee guide Heber City staff and elected officials in the preservation of open space, and the development/maintenance of Heber City's growing trails system.

Why I want to serve on the POST Committee

I love living in Heber and I want to give back to this beautiful valley we call home. Serving on the POST Committee will allow me provide future generations with the same world-class trails and open space that I enjoy today. As the city and county populations grow, helping to ensure that this community protects its natural environment would be an honor. When I moved to Heber I knew this would be a community I call home for the rest of my life and I'd like to offer my leadership, skills and passion to the POST Committee.

Upload any Resumes or Other
forms/images

[MarissaStanger_2024_Resume.pdf](#)

Electronic Signature Agreement

I agree.

Electronic Signature

Marissa Stanger

Marissa Stanger

www.linkedin.com/in/marissa-stanger

mstangerslc@gmail.com

WORK EXPERIENCE

Program Director | National Energy Foundation | Feb 2020 - Present | Utah

- Provides hands-on leadership of educational programs aimed at empowering K-12 teachers and their students with the knowledge and tools to use energy more efficiently, wisely, and safely.
- Develops content for promotional materials, program reports, energy-related webinars, student booklets and classroom presentations. Supports curriculum and business development efforts and travels off-site to host in-person events for utility clients.
- Manages a team of program staff including training and mentorship and attendance of school events.
- Shares my passion for energy efficiency and energy safety with utility clients, subcontractors, program implementors and others making a positive impact on this industry.
- Supports program marketing; contract renewals; market research; website management and design; program budgets; and maintains the expansion of programs with new or existing utility partners.
- Attends energy industry conferences such as Midwest Energy Solutions, Association of Energy Services Professionals and Utility Public Safety Alliance.

Outreach Manager | Willdan Energy Solutions | Sept 2018 – Feb 2020 | Utah

- Implemented community-wide outreach strategies to utility business customers through targeted marketing campaigns, attendance of small business events and meetings with civic and business leaders.
- Facilitated administrative and operational support to sales and field electricians, sub-contractors, and utility business managers. Managed customer service phone line, prepared invoices and handled customer payment process.

Communications Manager | Feeding Laramie Valley | July 2017 – July 2018 | Wyoming

- Generated content and managed all communications channels related to the management of volunteers and program participants, alignment of community partners and city leaders, and recruitment of staff and interns. Engaged 65 new community members with volunteer opportunities amounting to 252 service hours.
- Drove annual event attendance by leading marketing efforts, vendor and volunteer recruitment, redesign and management of the website, and creation of outreach materials.

EDUCATION

Bachelor of Arts - Environmental Science

University of Rochester | Rochester, NY | 2014

SKILLS

- Website and Project Management; Social Media Marketing; Customer and Client Relations; Volunteer Coordination; Youth Development

SERVICE & AWARDS

- **Volunteer** – Income Tax Assistance, Farming and Agriculture, Food Rescue, Trail Building, Tree Planting.
- **AmeriCorps VISTA and AmeriCorps NCCC**
- **The Congressional and The President's Volunteer Service Award**

BRUCE BARTHOLOMEW:

Name Bruce Bartholomew

Email Address brucebartholomew@ymail.com

Address	372 Waterside Rd
City	Heber City
State	Ut
Zip Code	84032
Background/Experience/Qualifications	I've lived in Heber for 12 years. I'm a husband and father of six kids, two of whom graduated from Wasatch High. I am retired from a career in the medical diagnostic test industry with extensive experience in sales, marketing, and general management. I have a BS in Microbiology-BYU and an MBA-UC Berkeley. I have served on 2 non-profit boards in the past-- Heber Valley Choir & Orchestra and Benicia (CA) Ballet. I am skilled at writing, presenting proposals, and at negotiating among competing interests.
Why I want to serve on the POST Committee	I am an avid hiker, backpacker, outdoorsman, and gardener. I'm an advocate of expanding the trail system in Heber Valley for family cycling, hiking, fishing, and pleasure walks as a means of preserving and enjoying the natural and historical treasures of the valley and making it a clean, healthy, prosperous, and recreational "big backyard." With the expansive development underway in the valley, we need to do more to develop trails and green spaces now for both existing and new residents. We can also do much to improve the Heber Valley as a recreational destination.
Electronic Signature Agreement	I agree.
Electronic Signature	Bruce R. Bartholomew

AAB – Airport Advisory Board – JEFF MABBUTT

Jeff A Mabbutt



I grew up in Delta, Utah, and I'm proud to be a second-generation aviator. My passion for aviation took flight when I soloed a Cessna 172 on my 16th birthday, and I remain an active pilot today.

In 1980, I began my aviation maintenance career with Continental Helicopters at the Provo airport, supporting turbine-powered helicopters involved in oil exploration throughout the western United States.

I started working at Heber Airport as an Aircraft Maintenance Technician in 1991 and have been actively engaged in the airport ever since.

My wife and I moved to Heber City in 1992, where we started our family. We have four children, all born in Heber, who graduated with honors from Wasatch High School.

Throughout my aviation career, I have collaborated closely with the FAA. I was part of a team that established a Part 145 Repair Station, where I served as the accountable manager. Additionally, I was involved in creating a Part 135 on-demand jet charter company, where I took on the role of Director of Maintenance.

I have also contributed to several volunteer advisory boards and committees, including:

- **EAA:** Chapter President & Technical Counselor
- **Salt Lake Community College:** Aviation Maintenance Technician (AMT) program
- **Heber City:** Airport Advisory Board
- **FAA:** Safety Counselor

I believe I can make valuable contributions to advancing Heber Airport in a positive direction.

Thank you for your consideration.



"Jeff Mabbutt" jmabbutt@msn.com

Historical Preservation Commission:

KRISTY BOND



history.utah.gov

CERTIFIED LOCAL GOVERNMENT PROGRAM
HISTORIC PRESERVATION COMMISSION MEMBER FORM
for the

Heber City Historic Preservation Commission
Name: Kristy Bond Date: 9/17/24
Address: 1680 E. 1350 N.
Heber City, UT 84032
Telephone Number: (435) 671-3138 Email Address: kristywbond@gmail.com
Date of appointment: _____
Length of term; e.g., 2 years, 4 years, etc. _____

Education: Colleges/universities attended with degrees, areas of study and dates completed.

Brigham Young University - BS in Nursing - Aug 1986

Occupation: RN - Retired

Positions and/or work experience.

Emergency Room Nurse -

Local history/historic preservation activities (publications, committee work, etc.)

- President of Shakespearean Book Club - 129 year old club - oldest nationally
- Collector of family history/genealogy/historical sites through Wasatch County

Community and other activities:

- Hospital Board Member for 8 years - currently serving
- Chaired Wasatch Education Foundation Scholarship Committee for 5 years
- Director of Heber Valley Camp - YW Programs for 5 years
- Active member of The Church of Jesus Christ of Latter-Day Saints and have served in various callings and positions
- Wasatch Community Foundation - past Board Member

RON CARLILE:

"I am retired now, but had a 37 year career with the USDA Forest Service, Geospatial Technology and Application Center. Initially, my role there was as a Cartographer (Mapping) then as the program lead for Topographic Mapping and data collection, then finished my career as a project manager with many and varied mapping applications I planned and developed. Our Center's scope was over mapping the entire 193 million acres that the Forest Service had responsibility for all over the United States.

"I was born and reared in Heber City and I'm proud of my heritage and legacy of ancestors that also called Heber City home. With the current and planned growth of Heber City, I feel there is a real need to work closely with the city to ensure that we maintain elements of our heritage and culture that has made Heber such an ideal place to live in over it's century and a half of existence. We need to build upon the current and past values of our citizens as we plan for the future.

"Additionally, I served as the Wasatch High School Hall of Fame Chairman for 25 years, in recognizing alumni and others for their efforts in making the community a better place.

"I look forward to getting to know and working with the Heber City Council in a fruitful partnership."

ron.b.carlile@gmail.com or carlilerb@hotmail.com

Ronald (Ron) Carlile

556 East 200 South, Heber City, Utah 84032

CATHERINE DALTON: See attached agenda information.

MCKAY KING

Wasatch County Attorney

435-654-2909

mckayking@gmail.com

See attached agenda information.

CERTIFIED LOCAL GOVERNMENT PROGRAM
HISTORIC PRESERVATION COMMISSION MEMBER FORM
for the

Historic Preservation Commission

Name: Catherin Dalton Date: 10/11/24

Address: 11606 E. Millers Court, Heber UT 84032

Telephone Number: 704-904-8441 Email Address: Catheringdalton@yahoo.com

Date of appointment to Commission. _____

Length of term; e.g., 2 years, 4 years, etc. _____

Education: Colleges/universities attended with degrees, areas of study and dates completed.

Family History consultant training - BYU

Occupation: Home maker

Positions and/or work experience.

- Family History Consultant in an LDS Family History Center from 2004-2009

Local history/historic preservation activities (publications, committee work, etc.)

Oversaw research and family ~~genealogy~~ history for the T. Monroe Giles and Martha Buys family. I shared research with the extended family over a social media platform I created. I also oversaw and extensive project of gathering pictures and histories.

Community and other activities:

I have a great desire to ~~preserve~~ preserve the history of Heber Valley. I have 13 sets of grandparents in the Heber Cemetery. Eleven sets of grandparents in the Charleston Cemetery and two sets of grandparents in the Midway Cemetery

MCKAY KING

mckayking@gmail.com

593 East 400 North
Heber City, Utah 84032

OBJECTIVE

To obtain a position with Heber City's Historical Preservation Committee.

EDUCATION

Brigham Young University Law School, Provo, UT

Juris Doctor, April 2007

- 1L Negotiation Competition Champion
- 2L/3L Negotiation Competition Finalist
- 2006-2007 Trial Advocacy Team

Brigham Young University Idaho, Rexburg, ID

BS/History, April 2003

- Graduated *cum laude*

CLE

- Ongoing CLE training from the Utah Prosecution Council, National District Attorney Association, Chadwick Center for Children and Families, and the National Association of Drug Court Professionals.

LEOJ Qualification, POST, Sandy, UT

June 2012

- Received and still hold the qualification. Q100323
- Ongoing firearm training and qualifications with The Wasatch County Sheriff's Office.

BAR LICENSES

Utah State Bar

October 2007

EXPERIENCE

Deputy Wasatch County Attorney

2010 - Present

- Justice Court Prosecutor from 2010-2012
- District Court Prosecutor from 2012-Present
- Worked with Wasatch Heber Joint Detectives Unit giving legal advice, preparing warrants, and surveillance of inmates on temporary furloughs to assist investigations.
- Have worked with Wasatch Back Narcotics Enforcement Task Force (Back-NET) giving legal advice and preparing and reviewing warrants.
- Worked and trained with Wasatch Back Major Crimes on homicide and officer involved critical incidents, advising on investigations and procedure and reviewing warrant applications.

- Have worked with multiple law enforcement agencies, advising and as a prosecutor, including Heber City, Wasatch County, Department of Natural Resources (State Parks and Wildlife), Highway Patrol, and Utah County Major Crimes Task Force.
- Prosecuted a variety of district and justice court cases, and tried many, including drug possession, drug trafficking, property crimes, domestic crimes, DUI's, sex crimes, solicitation for murder, and aggravated murder.
- Advised various county departments and counsels drafting and giving opinions as to the legality of legislation and government action.

Facemyer Law Firm

Attorney 2007 – 2010, Clerk 2004 – 2007

- Managed cases at all stages of litigation, ranging through criminal, family law, personal injury, contracts, and civil rights.
- Almost daily court appearances and several jury and bench trials.
- Fulfilled assignments under two different public defender contracts (Wasatch County Public Defender and Utah County Conflict Public Defender) handling an extensive criminal case load and reviewing the constitutionality of warrants and law enforcement activities.

Ada County Public Defenders

Extern Summer 2006

- Under a limited license handled a full attorney's calendar of misdemeanor cases, including serving as lead attorney on jury and bench trials.

Utah County Public Defenders Association

Extern Summer 2005

- Legal research for attorney memorandums and preparation of motions and assisted attorneys at court and in interviewing clients.

REFERENCES

Judge Roger Griffin
Fourth District Court Judge
75 East 80 North, Suite 202
American Fork, UT, 84003
(801) 756-9654

Jarom Bangerter
Bangerter Law Firm
695 East Main Street Suite E, 2
Midway, UT 84049
(385) 202-5332

Mark Nelson
Wasatch County Council
Exec. Director Heber Valley Railroad
450 South 600 West
Heber City, Utah 84032
(435) 654-5601 ext. 4020

S. Case Wade
Deputy Wasatch County Attorney
805 West 100 South
Heber City, UT 84032
(435) 654-2909

Judge Jennifer A. Mabey
Fourth District Court Judge
1361 US-40
Heber City, UT, 84032
(435) 654-4676



Heber City Council Staff Report

MEETING DATE: 11/5/2024
SUBJECT: Downtown Infrastructure Replacements Project Update
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Engineering
Staff member:

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 11/5/2024
SUBJECT: Monthly Public Safety Report
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Police Department
Staff member:

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 11/5/2024
SUBJECT: Acceptance of Provost Annexation Petition
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Nick Provost and Carrie Schlade are requesting to Annex 31.71 acres of agricultural land into the City. The property is currently being used for agricultural purposes. A small portion of a parcel is outside of the Annexation Policy Plan. Accepting the petition is the first step in the annexation process.

Policy Question:

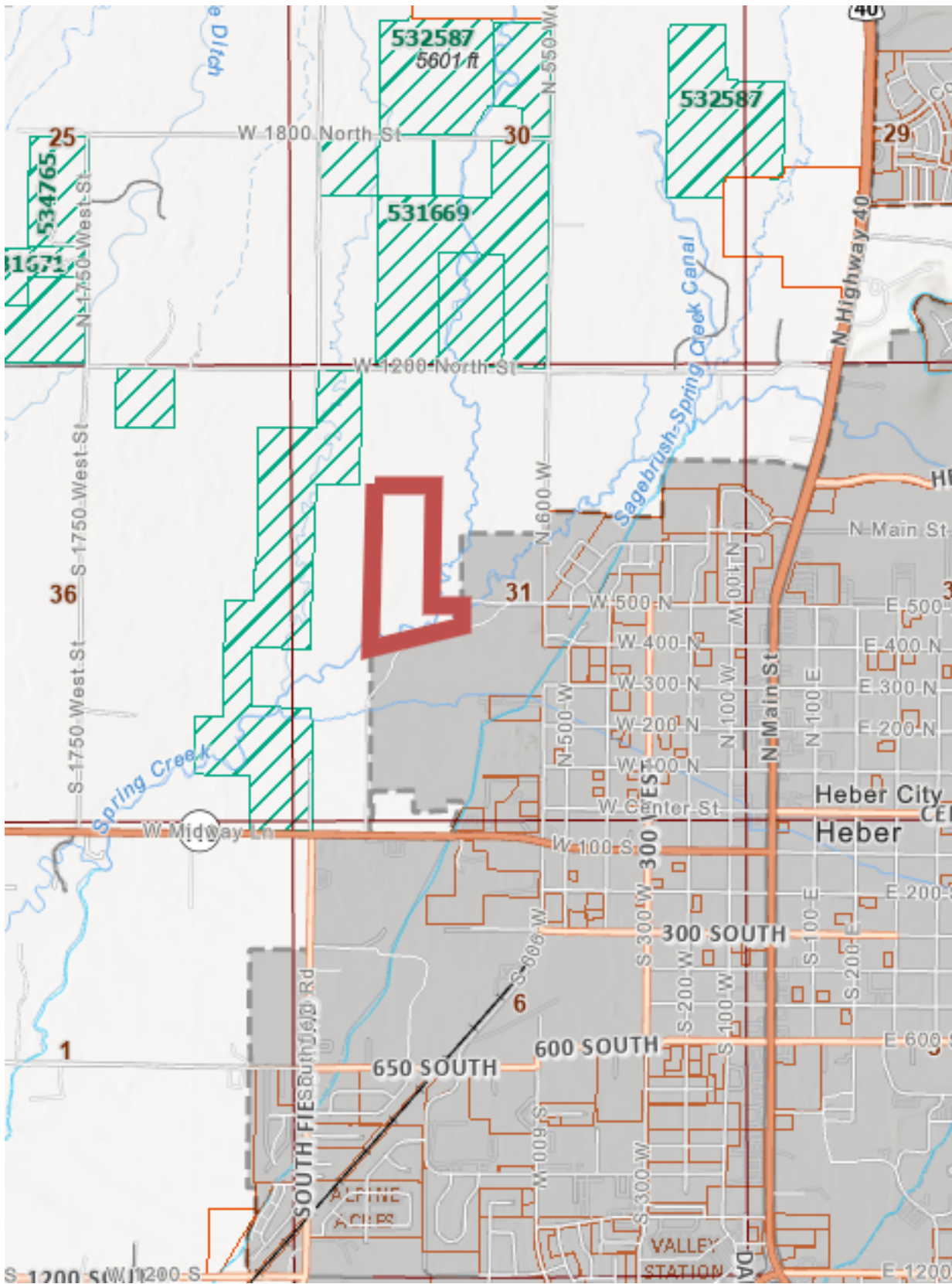
1. Should the City accept the Provost Annexation Petition for further study?
2. Should the City amend the Annexation Policy Boundary?

RECOMMENDATION

Staff is recommending the Council accept the petition to allow for further study, with direction to address the Annexation Policy Plan boundary and zoning.

BACKGROUND

Nick Provost currently lives at 793 W 500 N. His home is located within City boundaries, adjacent to the new High School. Nick owns adjacent property that is not located in the City and desires to annex the property. A map showing the location of the proposed annexation is below.



75 N Main Street
Heber City, UT 84032

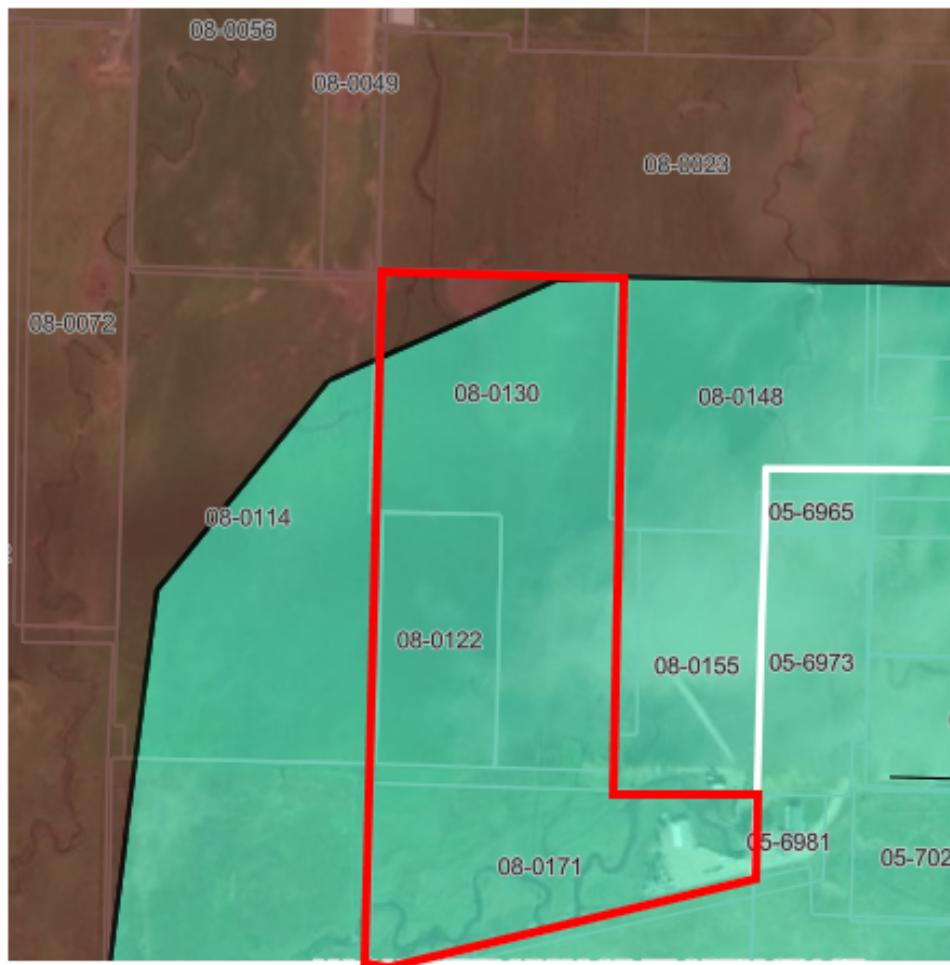
Phone: 435-657-0757
Fax: 435-657-2543

heberut.gov

DISCUSSION

Annexation Policy Plan

The current Annexation Policy Plan boundary runs through the NW corner of parcel 08-0130. The majority of the property is located within the plan. This would need to be adjusted to annex the entire parcel. See the map below. The acceptance of this petition would be subject to the Annexation Policy Plan update or modification of the annexation plat. The current Policy Plan boundaries follow the projected Bypass Route that preceded the UDOT EIS process.



Process

The first step in the annexation process is to accept the annexation. By accepting the petition, the council will allow the applicant to go through the public process, which will allow the council to hold a public hearing and consider the annexation. This step does not guarantee annexation.

Following acceptance, the process is as follows:

- 30 day certification process
- 30 day protest period
- Review and recommendation by Planning Commission

- Public hearing at City Council
- Decision by City Council

General Plan

The General Plan does include this area and designates it as Large Lot Residential (LLR). This area is within the Annexation Policy Plan boundary. The LLR description is below.

Large Lot Residential (LLR)	Primary: single family residential uses	1 unit per five acres	Mostly existing single family neighborhoods with expansive views due to large separations between homes.
-----------------------------	---	-----------------------	--

The proposed concept plan is **NOT CONSISTENT** with the General Plan as it proposes Apartments, Town Homes, and Small Lot Single Family.

Concept Plan

The applicant has provided a concept plan that includes the following:

Type	Number of Units
Apartments	180
Town Homes	82
Single Family	50
Total	312

This plan is not consistent with the General Plan. The Plan also shows areas outside of the annexation petition, some of which is currently within City limits. This plan would need to be refined during the process if the Council moves forward. Currently, the total project density is approximately 7/units per acre.

Issues to Address

Staff has identified the following talking points that will need to be addressed during the annexation process:

1. Annexation Policy Plan
2. Zoning
3. Bypass Right of Way
4. Wetlands
5. Affordable Housing
6. Traffic Impacts
7. Utilities

FISCAL IMPACT

N/A

CONCLUSION

Nick Provost and Carrie Schlade is seeking annexation. The majority of the property is within the annexation boundary of the City and is listed as Large Lot Residential in the General Plan. The proposed concept plan does not match the general plan and proposes Apartments, Town Homes, and Single Family. The choice of the council is to accept or reject the petition for further study. Staff is recommending the council accept the petition for further study, with direction on the Annexation Policy Plan and Zoning.

ALTERNATIVES

1. Accept
 2. Deny
-

POTENTIAL MOTIONS

Option 1 - Approval - Staff Recommended Option

I move to **accept** the Provost Annexation Petition.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Concept Plan
2. Provost Annexation Petition

811

Know what's below.
Call before you dig.

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

LEGEND

SINGLE FAMILY AREA

TOWNHOME AREA

APARTMENT AREA

EN SIGN

THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801.000.0000

PROVOST HEBER

HEBER, UTAH

CONCEPT PLAN

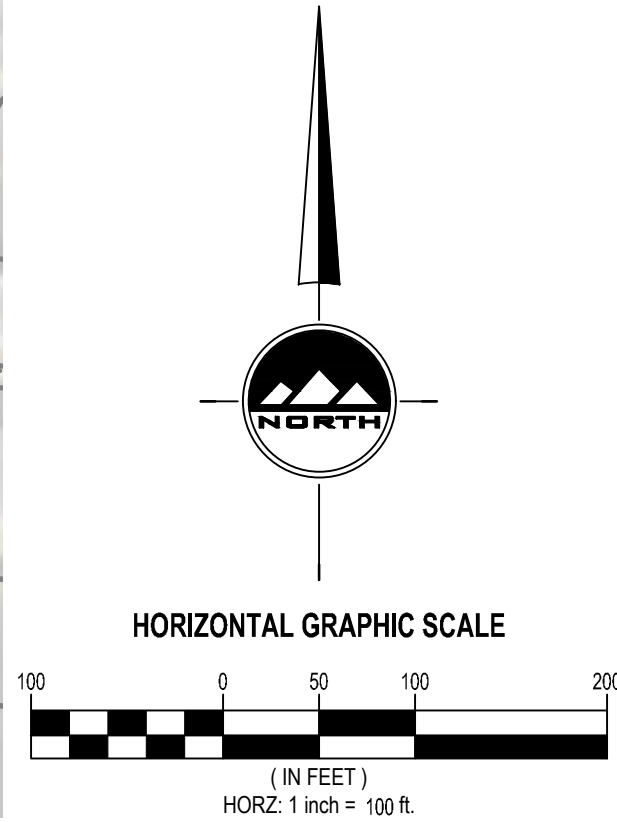
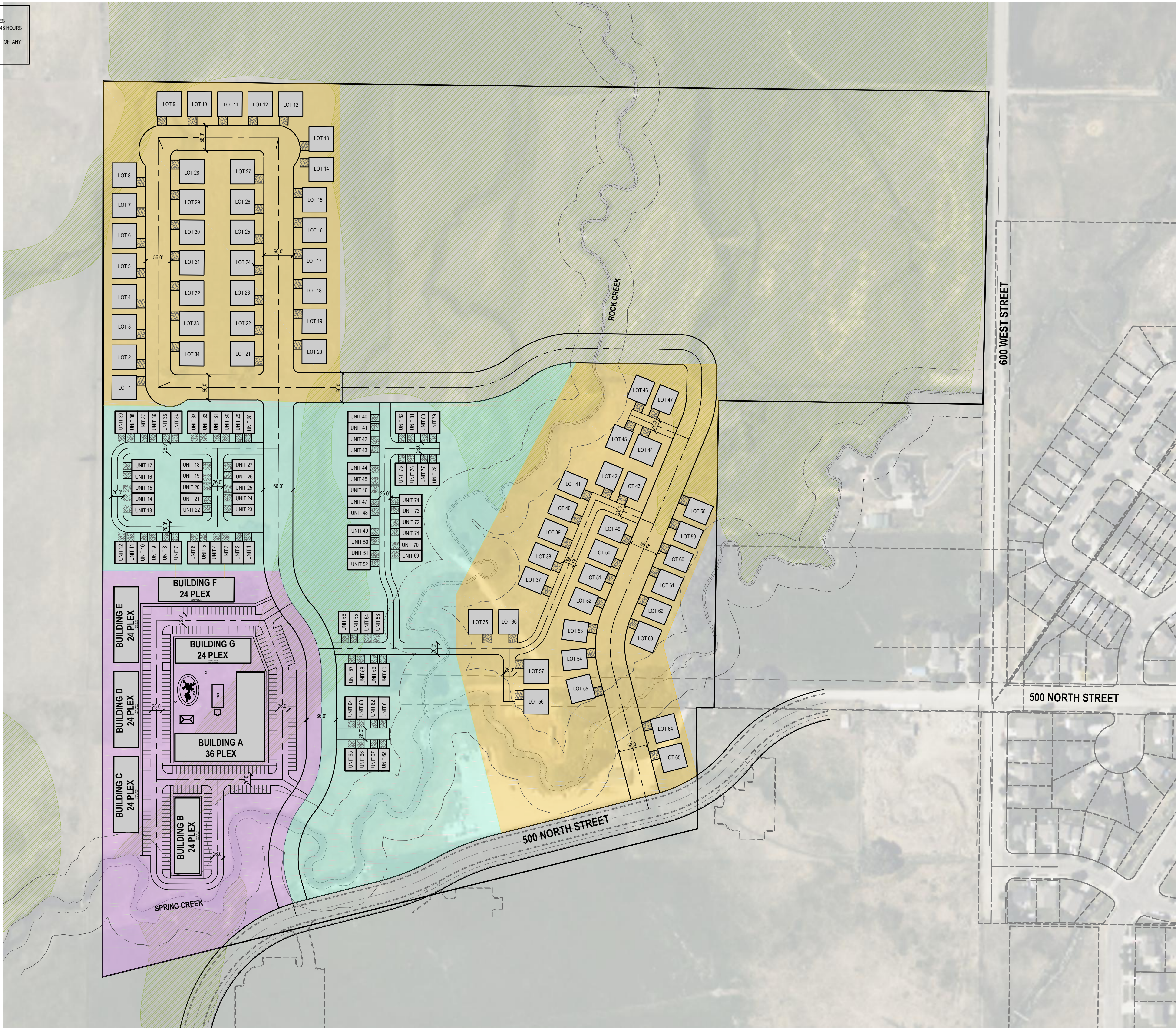
PROJECT NUMBER
12740

PRINT DATE
4/25/24

PROJECT MANAGER
C.PRESTON

DESIGNED BY
M.ELMER

1 OF 1



PETITION FOR ANNEXATION INTO HEBER CITY

Annexation Name: Nick Provost

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

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated:
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of Heber City's corporate limits, located at the approximate address: W 400 N, N 500 W, HEBER City, UT 84032
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached here to as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).
7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	31.71	
b. Total private property acreage within annexation:	20.65	
c. Petitioner's acreage within annexation:	11.06	$\frac{11.06}{20.65} \times 100 = 54\%$
		54% of Total Private Area
d. Total Assessed Land Value within annexation:	31.71	
e. Petitioner's Assessed Land Value within annexation	30.45	$\frac{30.45}{31.71} \times 100 = 96\%$
		96% of Total Value

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

PETITION SIGNATURE PAGE 1

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

Name of Annexation: Nick Provost

Petitioner 1

Petitioner Name SCHLADE CARRI A ETAL	Phone Number
Mailing Address 621 W RIVERSIDE DR #115 PARKER AZ 85344-5100	Email Address
Parcel Numbers 00-0008-0122	
Signature	Date

Petitioner 2

Petitioner Name Brandner Thomas P TR	Phone Number
Mailing Address	Email Address
Parcel Numbers 00-0005-6973	
Signature	Date

NOTICE

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

PETITION SPONSOR 2

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

Petitioner Name PROVOST LARIE L (JT)	Phone Number
Mailing Address PO BOX 723 HEBER CITY UT 84032-0723	Email Address
Parcel Numbers OWC-0724-0-031-035 00-0008-0130	

ENTITY:

By: _____
Name/Title:

STATE OF _____)
: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me the above named:

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

NOTARY PUBLIC

My Commission Expires: _____

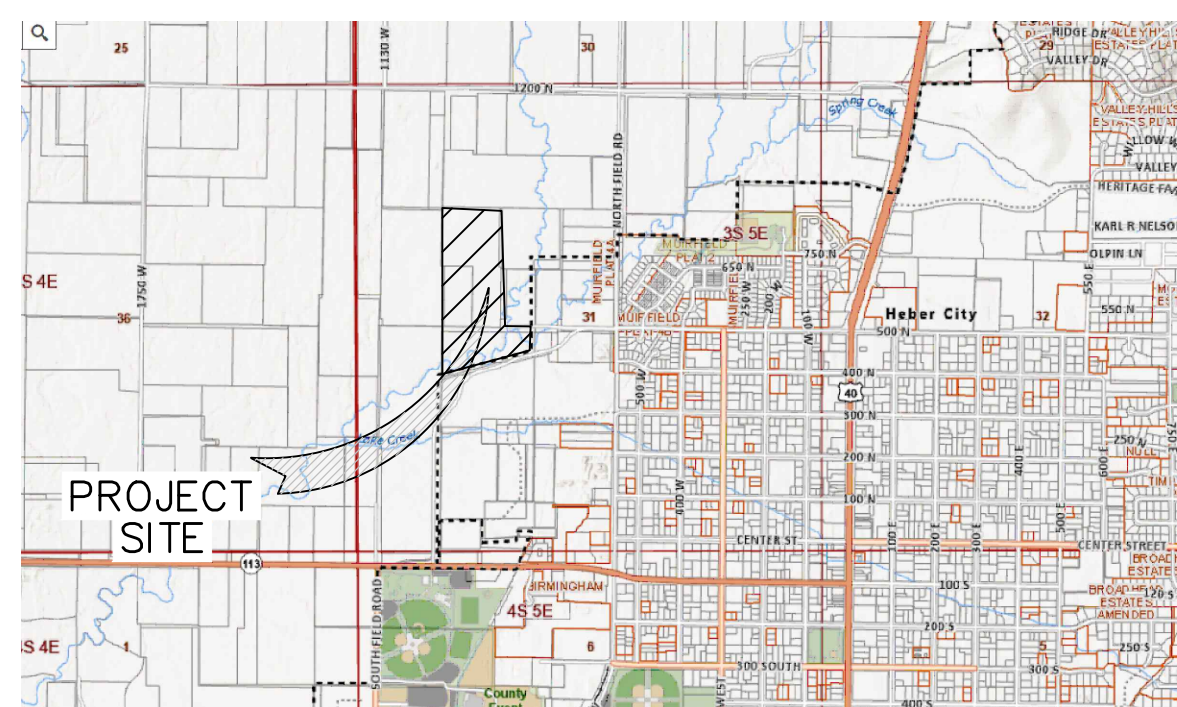
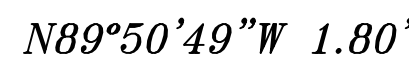
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EXHIBIT A: ANNEXATION MAP

See Annexation Map.

NORTH 1/4 CORNER, SECTION 31
TOWNSHIP 3 NORTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN
FOUND BRASS CAP



Vicinity Map

I, Robbin J Mullen, certify that I am a Professional Land Surveyor and that I hold license no. 368356 in accordance with the professional engineers and land surveyors licensing act found in title 58, chapter 22 of the Utah code. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have completed a survey of the property described on this plat in accordance with the Utah code section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

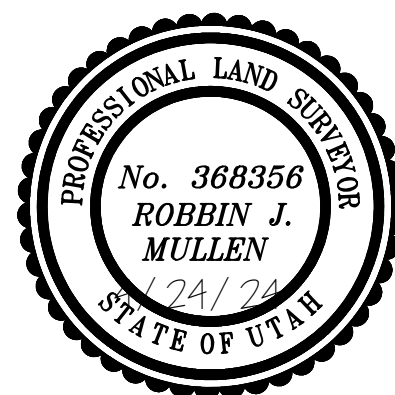
A PARCEL OF LAND LOCATED IN THE WEST ½ OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 12 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S.89°48'02"E. ALONG THE SECTION LINE 993.91 FEET AND SOUTH 1417.81 FEET FROM THE N1/4 CORNER OF SAID SECTION 31;

THENCE N.89°20'12"W. 686.57 FEET; THENCE S.1°02'31"W. 1918.59 FEET; THENCE S.89°50'49"E. 1.80 FEET TO THE HEBER CITY BOUNDARY; THENCE ALONG SAID CITY BOUNDARY THE FOLLOWING 2 COURSES: 1) N.75°46'19"E. 1098.22 FEET; 2) NORTH 234.43 FEET; THENCE N.89°12'00"W. 394.92 FEET; THENCE N.0°48'00"E. 153.78 FEET; THENCE EAST 66.00 FEET; THENCE NORTH 550.50 FEET; THENCE WEST 18.19 FEET; THENCE NORTH 696.19 FEET TO POINT OF BEGINNING.

CONTAINING 31.71 ACRES OF LAND

THE BASIS OF BEARING FOR THIS SURVEY IS S.89°48'02"W. 2665.66 FEET BETWEEN THE N 1/4 CORNER AND THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83



April 24, 2024

Date _____

Surveyor

THIS IS TO CERTIFY THAT HAVE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT OF LAND INTO HEBER CITY, UTAH; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL 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 SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE PROVOST ANNEXATION.

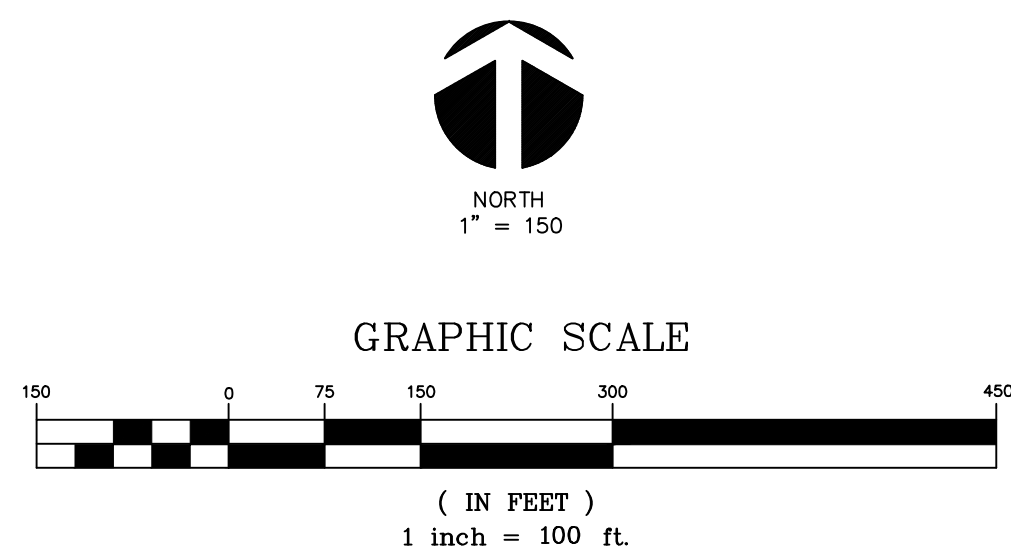
DATED THIS _____ DAY OF _____, 202

MAYOR _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY ENGINEER DATE

Attest: _____
City recorder DATE



REGION ENGINEERING & SURVEYING
1776 NORTH STATE ST. #110
OREM, UTAH 84057
PH - 801.367-5274

WASTACH County Surveyor

Approved this _____ day of _____, 2020
as a Final Local Entity Plat by the Wasatch County Surveyor.

Wasatch County Surveyor

FINAL LOCAL ENTITY PLAT
Plat created April 24, 20245

PROVOST ANNEXATION

HEBER, WASATCH County, Utah
Scale: 1" = 150 Feet

WASATCH County Recorder

State of Utah, County of Wasatch, recorded and filed at the request of _____

Date _____ Time _____ Book _____ Page _____

\$ _____
Fee _____ Wasatch County Recorder

EXHIBIT B: PROPERTY DEEDS

Property history and titles to be addressed.

EXHIBIT C: VALUE & ACREAGE

	Property Value & Acreage Within Annexation Area				
Name	Parcel ID	Acres	Market Value	Taxable Value	Petitioner (yes/no)
Nick Provost	00-0008-0130	15.4	770,000	2,757	Yes
Larie Provost	00-0008-0130	15.4	770,000	2,757	Yes
Carrie A Etal Schlade	00-0008-0122	5.25	525,000	1000	Yes
Nick Provost	00-0008-0171	9.8	983,200	4,954	Yes
Totals		45.85 Ac	\$3,048,200	\$11,468	
Private Property Total		45.85 Ac	\$3,048,200	\$11,468 * 0.56 = \$6422.08	
Petitioner Totals		15.05 acres	\$525,000+\$983,200=\$983,725	\$1,000	
Petitioner Percent of Private Total		$\frac{15.05}{45.85} \times 100 = 32.82\%$ Actual: 33%	$\frac{983,725}{3,048,200} \times 100 = 32.27\%$ Actual: 32%	$\frac{1,000}{11,468} \times 100 = 8.72\%$ Actual: 8.72%	

EXHIBIT D: PROPERTY TAX NOTICES

All property taxes as shown in exhibit D must be paid by November 30th of each year.

EXHIBIT F: VICINITY MAP

See Annexation Map.



Heber City Council Staff Report

MEETING DATE: 11/5/2024
SUBJECT: Old Mill Village Impact Fees
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Jacob Erikson of Volkommen Construction is requesting the Council approve an Impact Fee reimbursement. Old Mill Village impact fees have been assessed based on the City's standard impact fee methodology. However, the applicant believes that the impact fees should have been based on the ERU exhibit of the Old Mill Village MDA, claiming this was what was negotiated. Staff's analysis is that the MDA did not include the change to how impact fees were assessed.

The Policy Question is as follows:

1. Should the City assess Impact Fees based on the ERU Exhibit in the Old Mill Village MDA?

RECOMMENDATION

Staff is recommending the Impact Fees be assessed via the CIP and existing methodology and deny the request.

BACKGROUND

Old Mill Village received Development Agreement Approval March 2nd, 2021. The project density is outlined in Sections 1.2.12, 3.1, and Exhibit F-1, pertaining to the overall project density. ERU is a defined term in Section 1.2.32.

DISCUSSION

ERU and Impact Fees

The applicant believes that the project should be assessed by the ERU calculation in Exhibit F-1, which is 107.28 ERU's. The City is assessing Impact fees based on each unit, which is a total of 168 units, with each unit being 1 ERU. A difference of 60.72 units, or \$452,041.76, which has already

been paid. This includes fees for HVSSD.

The ERU's outlined in the agreement are to ensure a maximum overall density, which does allow for more units, based on unit size.

Legal Opinion

The City Attorney has reviewed Mr. Erekson's request and has determined that the MDA does not override the existing Impact Fee Methodology of the CIP. Legal's response is as follows:

Nothing in the agreement suggests that the ERU calculation in F-1 was intended to supersede or replace the methodology for each impact fee. Thus, the building department is correct to assess the impact fees based on the methodology utilized in the calculation of each impact fee and not based on the ERU calculations in F-1.

HVSSD Impact Fees vs Heber Impact Fees

The City does not set, nor can the City waive, Impact Fees for the Heber Valley Special Service District. These fees would need to be taken out of the context. This results in the City Fee's being \$621,056 as currently calculated and \$422,216.24 if calculated by the Exhibit F-1. A difference of 198,839.76.

FISCAL IMPACT

The request would require an Impact Fee reimbursement of \$198,839.76.

CONCLUSION

Volkeman Construction is seeking a reimbursement of Impact Fees based on exhibit F-1 of the Old Mill Village Development Agreement. Staff and Attourny are recommending denial as the MDA does not permit the deviation from the Impact Fee Methodology of the Capital Improvement Plan.

ALTERNATIVES

1. Approve
2. Continue
3. Deny

POTENTIAL MOTIONS

Denial Staff Recommended Option

I move to **deny** the Old Mill Village Impact Fee Reimbursement with the following findings:

1. The City has adopted a Capital Improvement Plan, complete with an Impact Fee Analysis.
2. The Old Mill Village MDA does not apply Exhibit F-1 to Impact Fees.

3. Exhibit F-1 applies to general project density for the purposes of determining developable units.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Applicant Analysis - Old Mill Village - impact fees
2. Recorded - Old Mill Village MDA

1 ERU Per Unit

TOWNHOMES		1ERU	Unit QTY		
HVSSD	\$	4,170	104	\$	433,680
Sanitary Sewer	\$	2,038	104	\$	211,952
Water	\$	2,610	104	\$	271,440
				\$	917,072
APPARTMENTS					
TOWNHOMES		1ERU	Unit QTY		
HVSSD	\$	4,170	64	\$	266,880
Sanitary Sewer	\$	2,151	64	\$	137,664
Water (charged by meter)	\$	-	0	\$	-
				\$	404,544
Total Project				\$	1,321,616

ERU Per MDA Agreement

Townhomes (MDA/AHA)		.75 ERU			
HVSSD	\$	3,127.50	104	\$	325,260.00
Sanitary Sewer	\$	1,528.50	104	\$	158,964.00
Water (charged by meter)	\$	1,957.50	104	\$	203,580.00
				\$	687,804.00
Aartments 2 BED (MDA/AHA)		.50 ERU			
HVSSD	\$	2,085.00	48	\$	100,080
Sanitary Sewer	\$	1,019.00	48	\$	48,912
Water (charged by meter)	\$	-	48	\$	-
				\$	148,992
Aartments 1 BED (MDA/AHA)		.33 ERU			
HVSSD	\$	1,376.10	16	\$	22,018
Sanitary Sewer	\$	672.54	16	\$	10,761
Water (charged by meter)	\$	-	16	\$	-
				\$	32,778
Total Project				\$	869,574.24

\$ 1,321,616.00 1 ERU
 \$ 869,574.24 MDA ERU
 \$ 452,041.76 Overpayment

WHEN RECORDED, RETURN TO:

YORK HOWELL & GUYMON
Attn: Dawn J. Soper
10610 S. Jordan Gateway, Suite 200
South Jordan, Utah 841095

Ent 495996 Bk 1343 Pg 1718

Parcel Id. Nos.: 00-0021-2305 (OHE-2108-0-008-045)
00-0021-2075 (OHE-2096-0-008-045)

**MASTER DEVELOPMENT AGREEMENT
AND AFFORDABLE HOUSING PLAN
FOR THE
OLD MILL VILLAGE DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT AND AFFORDABLE HOUSING PLAN FOR THE OLD MILL VILLAGE DEVELOPMENT (this "**Agreement**") is made and entered into as of the 2nd day of March, 2021, by and between Heber City, a political subdivision of the State of Utah (the "**City**"), and (Jura Holdings, LLC) ("**Developer**"). Each of Developer and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Developer is the buyer under separate real estate purchase contracts for or the owner of approximately 15.20 acres of undeveloped real property situated in Wasatch County, State of Utah, consisting of an approximately 13.20 acre parcel of property designated as Parcel Id. No. 00-0021-2305 (OHE-2108-0-008-045) (the "**North Parcel**") and an approximately 2.0 acre parcel of property designated as Parcel No. 00-0021-2075 (OHE-2096-0-008-045) (the "**South Parcel**") as more specifically described in the Boundary Survey attached as Exhibit A hereto (the "**Property**").

C. Developer desires to make improvements to the Property in the nature of a mixed use development consisting of commercial uses that are compatible with residential development and desirable to locate along the frontage of Highway 40 as well as separate residential townhome and apartment dwellings to be located behind such commercial uses. In addition, Developer desires to provide open space consistent with the Neighborhood Open Space designation referred to in the Envision 2050 Heber City General Plan (the "**General Plan**") and certain amenities to service the neighborhood. The improvements are depicted in the Master Plan, attached as Exhibit B to this Agreement.

D. The Property is subject to the City Code and is currently within the Commercial C-2 zone (the “C-2 Zone”). Under the C-2 Zone, family dwellings are a permitted use if they are located one story above or below the ground floor level of one of the other permitted commercial uses. A number of the permitted commercial uses are not compatible with residential uses. A list of the permitted uses under the C-2 Zone are attached as Exhibit C to this Agreement.

E. Neither the C-2 Zone nor any other zone under Zoning Ordinance, permits the mixed commercial and residential uses proposed upon the Property. As a result, pursuant to a rezone application process, Developer submitted an application to the Planning Commission requesting that additional land uses be permitted in the C-2 Zone as established under this Agreement. After review and a public hearing, the Planning Commission put forward a positive recommendation to the City Council to allow the proposed land uses.

F. The City and Developer desire for the Heber City Council, in the free exercise of its legislative discretion, to permit the development of the Property in accordance with the Master Plan as established in this Agreement. This Agreement modifies permitted uses in the C-2 Zone for the Property by not permitting commercial uses that are incompatible with residential housing and a highway frontage location. In addition, this Agreement permits residential housing to be located behind the highway frontage as Apartment Units and Townhome Units.

G. The Affordable Housing Ordinance requires that an Affordable Housing Plan shall be required for all residential developments which are subject to the Heber City Zoning Ordinance and that such Affordable Housing Plan shall be incorporated into any applicable Development Agreement.

H. Developer intends to exceed the requirements of the Affordable Housing Ordinance and offer the entirety of the residential development for sale or rent to Qualified Applicants as Low Income or Moderate Income housing without requiring any public funding or incentives, as set forth in the Affordable Housing Plan incorporated into this Agreement.

I. This Agreement, the Master Plan and the Affordable Housing Plan meet the intent of and are guided by the General Plan. In addition, this Agreement, the Master Plan and the Affordable Housing Plan meet the objectives of the South Town area as described in the General Plan.

J. The Heber City Council has reviewed Developer’s application for a rezoning of the Property, the Planning Commission’s determinations, the information and materials presented and provided by Developer and the process used to establish the additional uses for a C-2 Zone established by this Agreement and has determined that the due process requirements of the Zoning Ordinance have been satisfied.

K. The Heber City Council has reviewed this Agreement and determined that it is consistent with the Act and the General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Section 10-9a as provided for in Section 4.5.5 of this Agreement. The Parties understand and

intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

L. Developer and the City have cooperated in the preparation of this Agreement.

M. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Developer and to establish the rights and responsibilities of the City to authorize and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A through G are hereby incorporated into this Agreement.

1.2. **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code §§ 10-9a-101, *et seq.* (2008).

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 14.

1.2.3 **Administrator** means the Planning Director or their designee.

1.2.4 **Affordable Housing** means housing that is offered to Low Income households.

1.2.5 **Affordable Housing Development Plan** means the plan for affordable housing development required by the Affordable Housing Ordinance. The Affordable Housing Development Plan is incorporated into this Agreement.

1.2.6 **Affordable Housing Ordinance** means Section 18.102 of the City Code which governs affordable housing requirements for residential developments.

1.2.7 **Agreement** has the meaning set forth in the preamble and includes

all Exhibits attached hereto.

1.2.8 **Amenities** means the clubhouse, fitness facilities, pool, two developed playgrounds and Neighborhood Open Space owned and maintained by an Owners' Association.

1.2.9 **Apartment Building** means each of four (4) buildings containing Apartment Units, in the approximate location shown on the Master Plan.

1.2.10 **Apartment Unit** means each apartment dwelling unit located within an Apartment Building. Each Apartment Building shall contain sixteen (16) Apartment Units for a total of sixty four (64) Apartment Units. Developer shall construct forty eight (48) two bedroom Apartment Units and sixteen (16) one bedroom Apartment Units within the Project.

1.2.11 **Attainable Housing** means housing that is offered to Moderate Income households.

1.2.12 **Average Density** means the number of Equivalent Residential Units divided by the total gross acres in a development area. The Average Density of the Project is 8.86 ERU's per acre.

1.2.13 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure or On-Site Infrastructure on any portion of the Project.

1.2.14 **CC&R's** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design, construction, maintenance and administration on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.15 **Certifications/Certificate** means a person or company that has a state or federal license, diploma or is accredited to perform specific work on all or a part of a Development Application.

1.2.16 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.17 **City Code** means the Heber City Municipal Code.

1.2.18 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.19 **City Council** means the elected City Council of the City.

1.2.20 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this MDA, be applicable to the Development Application.

1.2.21 **Commercial Parcel** means the approximately two (2) acre parcel designated for commercial uses on the Master Plan as limited by this Agreement. The development of the Commercial Parcel shall be subject to the City's approval of any Commercial Site Plan.

1.2.22 **Commercial Site Plan** means a plan submitted to the City for the approval of the development of a portion of the Project that may include, without limitation, multiple buildings that are not intended to be on individual subdivision lots or plans for other permitted commercial uses on the Project that are allowed under the zone with additional permitted uses.

1.2.23 **Default** means a material breach of this Agreement and the meaning provided in Section 12.

1.2.24 **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.25 **Density** means the number of Equivalent Residential Units allowed per acre of the Property.

1.2.26 **Design Guidelines** means the guidelines attached as Exhibit D, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and, the design and construction standards for buildings, as set forth in and adopted as part of this Agreement. The Parties agree that they will work together in good faith to update the Design Guidelines in the future as market conditions evolve.

1.2.27 **Developer** means Jura Holdings, LLC.

1.2.28 **Development Application** means an application to the City for development of a portion of the Project, including a Subdivision Site Plan, a Commercial Site Plan, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.29 **Development Report** means a report containing the information

specified in a Development Application submitted to the City by Developer or the submittal of a Development Application by Developer, sub-developer or builder pursuant to an assignment.

1.2.30 **Effective Date** means the date on which the Parties have executed this Agreement and the City Council has, through their legislative discretion and process, enacted and adopted this Agreement.

1.2.31 **Entitlements** shall have the meaning provided in Section 3.1.

1.2.32 **ERU** means equivalent residential unit, which is a unit of measure used to equate the number of residential units approved to be constructed in a given area. The calculations for the ERUs for the Project are shown on Exhibit F-1 to this Agreement.

1.2.33 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.34 **For Rent Units** means the Apartment Units and Townhome Units offered for rent to Qualified Applicants. The Project shall contain ten (10) For Rent Townhome Units and sixty four (64) For Rent Apartment Units.

1.2.35 **For Sale Units** means the Townhome Units offered for sale to Qualified Applicants. The Project shall contain fifty four (54) For Sale Units.

1.2.36 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code §§ 11-36a-101, *et seq.* (2008).

1.2.37 **Intended Uses** means the use of all or portions of the Project for Townhome and Apartment Units, and such commercial uses as may be permitted under this Agreement, the Design Guidelines and as shown on the Master Plan.

1.2.38 **Land Exchange** means the land exchange described in Section 7.2.1.1 of this Agreement.

1.2.39 **Low Income** household has the meaning set forth in the Affordable Housing Ordinance. A Low Income household must earn eighty percent (80%) or less of the Area Median Income for Wasatch County at the time of sale or lease approval to qualify for the purchase of Affordable Housing.

1.2.40 **Master Plan** means the project's master plan attached as Exhibit B.

1.2.41 **Maximum Equivalent Residential Units** means the maximum number of Equivalent Residential Units allowed on the Property according to this Agreement.

1.2.42 **Moderate Income household** has the meaning set forth in the Affordable Housing Ordinance. A Moderate Income household must earn 81 to 120% of the Area Median Income for Wasatch County at the time of sale or lease approval to qualify for the purchase of Attainable Housing.

1.2.43 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.44 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.45 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.46 **Neighborhood Open Space** means the open landscaped area comprising approximately forty percent (40%) of the land area of the Project to be owned and maintained by an Owners Association.

1.2.47 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.48 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.49 **On-Site and Off-Site Infrastructure** means the on-site and off-site public or private infrastructure, such as roads or utilities, specified in the City's Facilities Master Plan that is necessary for development of the Property and is located on the Property.

1.2.50 **Open Space** means the following: all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; recreational spaces; drains and detention basins and swells; and any other quasi-public area which the City determines to be considered as

Open Space as a part of the approval of a residential Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Master Plan.

1.2.51 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.52 **Owners' Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.53 **Parcel** means an area identified on the Master Plan with a specific land use designation that is intended to be further subdivided for future development. The Master Plan contains two (2) Parcels; (a) the Commercial Parcel, and (b) the Residential Parcel.

1.2.54 **Person** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.55 **Phase** means the development of a portion of the Project.

1.2.56 **Planning Commission** means the City's Planning Commission.

1.2.57 **Project** means the development of a mixed-used master planned community on the Property in accordance with this Agreement, including, without limitation, all associated Amenities, private facilities, Intended Uses, Density, Phases and all of the other aspects approved as part of this Agreement and the Master Plan.

1.2.58 **Property Owner or Property Owners** means Developer and any other successor-in-interest to Developer as an owner of the Property or any portion thereof including but not limited to sub-developers and builders.

1.2.59 **Qualified Applicant(s)** means a Low Income household for purposes of purchasing or renting Affordable Housing and means a Moderate Income household for purposes of purchasing or renting Attainable Housing. Qualified Applicant also has the meaning set forth in the Affordable Housing Ordinance.

1.2.60 **Residential Dwelling Unit** means a Unit intended to be occupied for residential living purposes, including any Apartment Unit and any Townhome Unit.

1.2.61 **Residential Parcel** means the approximately 12.11 acre parcel

designated for residential uses as shown on the Master Plan.

1.2.62 **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or commercial development in accordance with City Code, and this Agreement.

1.2.63 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State law.

1.2.64 **Subdivision Application** means the application to create a Subdivision.

1.2.65 **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.66 **Townhome Unit** means each dwelling unit located upon a Townhome Lot. There will be 64 Townhome Units constructed within the Project. Each Townhome Unit will consist of three bedrooms, two bathrooms and a two car garage.

1.2.67 **UDOT** means the Utah Department of Transportation.

1.2.68 **Zoning Ordinance** means the portion of the City Code establishing land use zones.

1.3 **Exhibits.**

1.3.1 **Exhibit A:** Description of Property.

1.3.2 **Exhibit B:** Project Master Plan.

1.3.3 **Exhibit C:** Permitted Uses Under C-2 Commercial Zone.

1.3.4 **Exhibit D:** Building Design Guidelines.

1.3.5 **Exhibit E:** Permitted Commercial Uses Under Master Development Agreement.

1.3.6 **Exhibit F-1:** Calculation of Equivalent Residential Units.

1.3.7 **Exhibit F-2:** Wasatch County Affordable and Attainable Housing Table.

1.3.8 **Exhibit F-3:** Calculation of 2021 Purchase Prices and Rental Rates for Project.

1.3.9 **Exhibit G.** Land Exchange Engineered Drawing.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, not including changes in State or Federal law, then this Agreement shall supersede.

3. **Development of the Property in Compliance with the Master Plan.**

3.1 **Project Density.** Except as may be otherwise augmented hereinafter, Property Owners shall be entitled to and are vested with the right to develop and construct up to 168 Residential Dwelling Units on the Property, which includes the Affordable Housing Units, and the other Intended Uses specified in the New Zoning Ordinance, and the Master Plan (collectively, the "Entitlements").

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Master Plan for the Property, which plan shall comply with the requirements of the City Code set forth in Section 17.20.010.

3.3 **Use of Density.** Developer may allocate the Maximum Equivalent Residential Units among any Parcels within the Project and may develop a Parcel at a density that exceeds the Average Density so long as the Average Density does not exceed 8.86 Equivalent Residential Units per acre for the Property as a whole, unless otherwise approved by the City, calculated in accordance with the provisions of this Agreement.

3.4 **Phasing.** Developer may develop the Project in phases. The development of the residential and commercial portions of the Project shall not be dependent on each other (i.e., the residential development may be completed prior to the commencement of commercial development so long as the roadway connecting Sawmill Boulevard to U.S. Highway 40 is completed). The Commercial lots shall be platted and improved, including but not limited to, all street improvements and utilities stubbed to the Commercial lots, with development of the first phase of Residential Units.

3.5 **Permitted Commercial Uses.** The Permitted Commercial Uses are attached to this Agreement as **Exhibit E**. The list of the Permitted Commercial Uses is a modification of the permitted commercial uses under the C-2 Zone that eliminates commercial uses that are not compatible with mixed residential use and highway frontage location.

4. **Zoning and Vested Rights.**

4.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise

of the police powers of the City to enact ordinances, standards, or rules regulating development. **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project that are in effect at the time of development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement.

4.2 **Zoning.** The City annexed the Property pursuant to that certain Annexation Agreement and Covenant Running with the Land (Huckleberry Annexation) recorded on March 13, 2017 at the Wasatch County Recorder's Office as Entry No. 435800 (the "**Annexation Agreement**") and zoned the Property C-2 Commercial. The Parties acknowledge and agree that additional land uses allowed in the zone, adopted by the City Council herein, would further the objectives of the City and Developer in developing an attractive, mixed use neighborhood development to a greater extent than complying with the requirements of the City Code in connection with the existing C-2 Zone.

4.3 **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement vests Developer with all rights to develop the Project in accordance with this Agreement and the Entitlements without modification or interference by the City, except as specifically provided herein. The Parties intend that the rights granted to Developer under this Agreement are contractual and that Developer and the City shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the Entitlements granted to Property Owners are "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code § 10-9a-509 (2008).

In addition, the Property, and all portions thereof, shall be developed in accordance with the City's Vested Laws, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

4.3.1 City's Future Laws. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City's Future Law that shall result in or cause the following:

4.3.1.1. limit or reduce the Maximum Development Residential Units authorized under this Agreement;

4.3.1.2. change any land uses or permitted uses of the Project;

4.3.1.3. limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner; or

4.3.1.4. apply to the Project any City's Future Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

4.4. **Invalidity.** If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Property Owners shall cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

4.5 **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in this Section are subject to only the following exceptions:

4.5.1. Compliance with State and Federal Laws. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project.

4.5.2. Safety and Construction Code Updates. City's Future Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, Heber City Engineering Standards and Specifications or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. Notwithstanding the forgoing, the City shall not be entitled to change the street standards set forth in Section 7.2.1 of this Agreement. In the event that a City safety, or construction code or requirement does not exist for a proposed improvement, the City shall have 45 days to approve an applicable City wide requirement.

4.5.3. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, and Persons similarly situated.

4.5.4. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.5.5. Countervailing, Compelling Public Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Case Law and Utah Code § 10-9a-509(1)(a)(i).

4.5.6. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "**Term**"), unless it is terminated in accordance with Section 12. Unless otherwise agreed between the Parties, Developer vested rights and interests set forth in the Agreement shall expire at the end of the Term, as the same may be extended. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

4.5.7. Moratorium. In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the City and the moratorium is applied to the entire City. Moreover, such moratorium or limitation shall only apply to portions of the Project for which Property Owners (or their assignee(s), if applicable) have neither applied for nor obtained any building permits, unless a different result is required under applicable state law. In the event any such moratorium applies to the Project, the City shall inform Developer of the City's requirements for ending the moratorium with regard to the Project and shall provide the City's reasonable estimate of the duration of such moratorium.

5. Affordable Housing Development Plan.

5.1. **Satisfaction of Affordable Housing Ordinance.** The Affordable Housing Ordinance requires new developments to provide at least ten percent (10%) of the ERUS as Affordable Housing. The total number of ERUs for the Project is calculated on Exhibit F-1 to this Agreement. As the table attached to this Agreement as Exhibit F-2 shows, at least fifteen percent (15%) of the ERUS will be offered as Affordable Housing. In addition, the remaining eighty five percent (85%) of the ERUs shall be offered as Attainable Housing. Developer intends to develop the residential component of the Project in one phase. Accordingly, Developer shall be entitled to obtain building permits for the construction of the Affordable Housing Units and the Attainable Housing Units in the order consistent with Developer's residential development plan. Each Affordable Unit

to be constructed hereunder shall have obtained a certificate of occupancy before the City shall be required to issue a certificate of occupancy for the 115th Attainable Housing Unit (i.e., the City shall only issue certificates of occupancy for eighty percent (80%) of the Attainable Housing Units until such time as the Affordable Housing Units have obtained certificates of occupancy).

5.2. Range of Housing Opportunities for Different Economic Segments of Population.

The Project shall offer a variety of housing opportunities that will be made available to different economic segments of the population. The housing opportunities will include: (a) three bedroom, two bathroom and 2 car garage For Sale Townhome Units, (b) For Rent Townhome Units, (c) one bedroom For Rent Apartment Units, and (d) two bedroom For Rent Apartment Units. In addition, Residential Dwelling Units will be offered to Qualified Applicants having household incomes that range from sixty percent (60%) to less than or equal to one hundred percent (100%) of AMI. Exhibit F-2, attached to this Agreement, shows the number of each type of Residential Unit that will be available for Qualifying Applicants of different economic segments of the population.

5.3. Pricing of For Sale Units and Rental Rate of For Rent Units. The Residential Dwelling Units vary in size from one to three bedrooms, which creates differences in the purchase prices and rental rates. Based on data for the year 2020, the initial purchases prices of the For Sale Units of the rental rates of the For Rent Units have been calculated and are shown on Exhibit F-2 and F-3, attached to this Agreement.

5.4. Adjustments to Pricing and Rental Rates. Adjustments to the Pricing of for Sale Units and the Rental Rates of for Rents Units shall be made in accordance with the principles of the Affordable Housing Ordinance and generally accepted standards.

5.5. No Incentives. Developer does not require any public funding incentives in connection with the Affordable Housing Development Plan.

5.6. Deed Restrictions. Each Affordable Housing Unit shall be deed restricted in perpetuity to the designated income group. This restriction shall not apply to Attainable Housing Units.

5.7. Priority of Qualified Applicants. Qualified Applicants will be given priority in the manner set forth in this Agreement.

5.7.1. Order of Priority. If all other requirements are equal, upon the expiration of the applicable Reservation Period, Developer shall give preference to Qualified Applicants to enter into real estate purchase contracts and lease agreements in the order set forth in this Section 5.7.1. First preference shall be given to City employees. Second preference shall be given to public service employees employed within Wasatch County, including municipal, hospital, school district, county, state and federal employees. Third preference shall be given to the general public. Developer shall provide written notice to the City at least two (2) weeks in advance of the date the Developer intends to record the final residential plat. Notice may be provided by

email transmission to the email address in Section 13 of this Agreement.

5.7.2. **Rentals.** For a period of one (1) year after the date of final residential plat approval, Developer shall accept applications from first priority applicants for For Rent Residential Units (the “**Rental Reservation Period**”).

5.7.3. **For Sale Town Homes.** Developer shall provide for a period of one hundred eighty (180) days after the date of final residential plat approval, Developer shall accept applications from first priority applicants for the purchase of Affordable for Sale Townhome Units. (the “**For Sale Reservation Period**”). Qualified Applicants shall conform to the terms of the Reservation Agreement which shall include, but are not limited to the following:

5.7.3.1. Within the For Sale Reservation Period of one hundred twenty (120) days from final plat approval, buyer the Qualified Applicant shall prequalify for financing or provide proof of funds sufficient to pay the purchase price of the unit less any earnest money deposit.

5.7.3.2. The Qualified Applicant shall close on the purchase of the For Sale Unit no later than the earlier of: (a) two hundred and forty (240) days after the date of the approval of the final residential plat, or (b) upon the issuance of a certificate of occupancy.

5.8. **Determination of Qualification of Applicants/ Fee by Designated Entity.** Developer will designate an entity agreed to by the City for purposes of administering and enforcing the terms and provisions under this Section 5 of the Agreement, including the determination of Applicant Qualifications for Affordable Housing.

5.9. **No Fee In Lieu.** Developer shall not be required to pay a Fee In Lieu in connection with the Project.

6. **Neighborhood Park and Trail Requirements.**

6.1 **Envision 2050 Heber City General Plan.** In accordance with the principles of the General Plan, the residential component of the Project shall have at least forty percent (40%) Open Space.

6.1.1 **Neighborhood Open Space.** Developer shall improve Neighborhood Open Space within the Project that shall be owned and maintained by an Owner's Association.

6.2 **Trail.** Developer shall develop a trail as required by the Annexation Agreement. The Development Application approval for each separate Parcel shall provide that the Applicant shall construct or designate for dedication the land required for Open Space and/or Trails as provided in the Design Guidelines, Capital Facilities Plan, 2050 Envision

Heber General Plan, and all other Master Plans developed and amended for the MDA area. Any such designation shall include adequate assurances to the City that the land so designated can and will be used for the dedication and/or construction of the planned Open Space and/or Trails. The classification of a Parcel or a portion of a Subdivision or Commercial Site Plan as Open Space shall be irrespective of whether the land is owned by a private entity or by a Homeowners' Association.

6.3 Creation of Open Space, and Trails. All Open Space for the Project shall be accounted for in the residential component. Open Space, and Trails shall generally be created and/or dedicated by means of a Subdivision Site Plan to which the Open Space, and Trails are either internal or contiguous. The Parties intend that the creation of Open Space, and Trails will generally maintain a pro rata relationship between the amount of land being developed with a Development Application and the total acreage designated for Open Space, and Trails.

6.4 Notice to the City. Upon the initial filing of any Development Application in which Open Space, and Trails are located, the Developer shall provide Notice to the City of its intent to dedicate the proposed parcels of Open Space, and Trails as a part of the final recorded instrument approving the Development Application.

7. Public Improvements.

7.1 Water Rights. Developers shall be required to comply with City water policies generally applicable to all of their customers.

7.2 Streets. Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan adopted by the City. All private streets and alleys shall comply with City and Fire District standards. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, such as tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. Landscaping and trees along such streets shall be consistent with the existing landscaping on Sawmill Boulevard, to include matching the spacing between trees and the species.

7.2.1 Extension of City Right of Way from Sawmill Subdivision to Highway 40. Developer shall extend Sawmill Boulevard from the northern boundary of the Property to Highway 40, as generally shown on the Master Plan as the City ROW. The City ROW shall have a sixty six foot (66') cross section including, 44' of asphalt, 2' curb and gutter on each side, and 9' park strips on each side, matching the existing Sawmill Boulevard. The sidewalk will be five feet (5') in width. The sidewalk will be located on private property, lining up with the existing Sawmill Blvd and adjacent to the ROW line, with a public access easement for public use. A homeowner or property owner association shall be responsible for all maintenance,

repairs, and replacement of said sidewalk. Developer shall obtain approval from UDOT for the City ROW (Sawmill Boulevard) to access Highway 40 as a condition of Final Plat Approval. Developer shall dedicate the City ROW to the City. Sawmill Blvd shall be completed with the first phase of the development. No building permits shall be issued until the completion of Sawmill Blvd.

7.2.1.1. Land Exchange. The requirement of Developer to extend Sawmill Boulevard through the CH47 Parcel requires the Developer to complete an exchange of a portion of the North Parcel for a portion of adjoining Parcel No. 00-0021-1520 (OHE)-2-73-0-008-045) (the parcel is referred to as the “**CH47 Parcel**” and the exchange is referred to as the “**Land Exchange**”). The portions of property to be exchanged are depicted and described on the engineered drawing attached as Exhibit G to this Agreement (the “**Land Exchange Drawings**”). The purpose of the Land Exchange is for Developer to acquire land that will be developed as the access point between Sawmill Boulevard and Highway 40. Developer shall be responsible for extending Sawmill Boulevard and constructing and improving any acceleration and deceleration lanes, medians and underground utilities as required by UDOT at no cost to the owner of the CH47 Parcel. In addition, at such time as Developer constructs Sawmill Boulevard, Developer shall stub utility laterals to the boundary of the CH47 Parcel, at Developer’s cost and expense.

7.2.2 Private roadway from Project to Mill Road. Developer shall design and construct a private roadway that extends from the eastern boundary of the Project to Mill Road as shown on the Master Plan and the Land Exchange Drawings.

7.2.3 Driveway Access and Lighting. Developer shall provide driveway access to Parcel 00-0021-2307 (OHE-2110-0-008-045) (the “**Cummings Property**”) and install a street light for such driveway at the time Developer constructs the private roadway described in Subsection 7.2.2.

7.3 **Cable TV/Fiber Optic Service**. Subject to all applicable federal and state laws, Developer shall install or cause to be installed all underground conduits necessary and make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project at no expense to the City. The conduits, cable, lines, connections and lateral connections shall remain the sole and exclusive property of the cable/fiber optic communication provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to the City. Developer may contract with any cable TV/fiber optic and other communication provider of its own

choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to such cable service and fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

8. **Declaration of Covenants, Conditions and Restrictions.** Developer shall create and establish one or more Owners' Associations, which shall be responsible for the implementation and enforcement of CC&R's and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street maintenance. Recordation of the CC&Rs and creation of such Owners' Associations shall be required at the time of final plat review and approval. They shall be recorded both with the County and City Recorders. The City shall not be responsible for the implementation and/or enforcement of any such CC&R's and Design Guidelines. The CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the City.

9. **Conditions Precedent.**

9.1. **Approval of Agreement by City Council.** This Agreement is contingent upon and shall only become effective at such time as, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve the additional land uses to the existing zoning established in this Agreement to allow for development of the Property as contemplated in this Agreement. This Agreement is not intended to and does not affect or any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny this Agreement.

9.2. **Acquisition of Property.** This Agreement is contingent upon and shall only become effective at such time as, and in the event that, Buyer closes on the purchase of each parcel of Property. Developer shall make commercially reasonable efforts to close on the purchase of the Property.

9.3. **Land Exchange.** Additionally, this Agreement is contingent upon Developer's completion of the Land Exchange identified and articulated in Section 7.2.1 and Section 7.2.1.1 above to extend Sawmill Blvd to Highway 40. Failure to execute the Land Exchange shall nullify and void this Agreement.

9.4. **UDOT Approval of Access to Highway 40.** The City's approval of the Final Plat for this Project is contingent upon UDOT's approval of access from the City Right of Way onto Highway 40 as shown on the Master Plan.

10. **Construction Standards and Requirements.**

- 10.1. **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer first obtaining building permits and following the City's standard subdivision process.
- 10.2. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Developer shall secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developer in seeking to secure such permits from other governmental entities.

11. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the medium rate throughout the City. In these cases the City shall charge an increased rate to the Developer and property owners of the Project, Phase, or sections of a Phase that is proportionate to the increased cost.

12. **Default.**

- 12.1. **Default.** Any failure by any party to perform any material term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 12.2 through 12.4), shall constitute a "**Default**" under this Agreement. Any notice given pursuant to the preceding sentence ("**Asserted Default Notice**") shall comply with Section 13.
- 12.2. **Notice.** If Developer or the City breaches this Agreement and such breach remains uncured for a period of thirty (30) days after the date of an Asserted Default Notice, such breach shall constitute a Default of this Agreement.

Contents of the Asserted Default Notice. The Asserted Default Notice shall:

12.2.1 Claim of Default. Specify the claimed event of Default;

12.2.2 Identification of Provisions. Identify with particularity the

provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

12.2.3 Specify Materiality. Identify why the claimed Default is claimed to be material; and

12.2.4 Proposed Cure. Specify the manner in which said failure may be satisfactorily cured.

12.3. Cure. Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the “**Cure Period**”). If more than 60 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

12.5. Mediation. Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, the Parties shall be required to mediate before filing a lawsuit over the dispute. The Parties shall share equally in the cost of the mediator and pay their own attorney fees.

12.6. Legal Remedies. If mediation is not successful, legal remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation or to terminate the Agreement. Nothing in this section is intended to, nor does it limit Developer’s or City’s right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies. Notwithstanding the foregoing, Developer acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum, and that under law, the City Council’s discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the City in this regard. The prevailing Party in any lawsuit under this Section shall be entitled to an award of its reasonable attorney fees and costs.

12.7. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

12.8. Public Meeting. For any Default by Developer, before any remedy in Section 15.4.3 may be imposed by the City, Developer shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

12.10. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Developer has materially impaired

a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing interest of the City, the City may file a lawsuit, without first complying with the requirement to mediate. The City shall give Notice to Developer in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default unless otherwise prohibited or restricted by law. In addition, the requirement to mediate shall not prevent Developer from seeking equitable relief in a court of law in the event of an emergency.

12.12. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

13. Notices.

13.1. Notice. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Developer:

To the City:

City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032
Email: _____

13.2. Effectiveness of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

13.3.1. Physical Delivery. Its actual receipt, if delivered personally or by courier service.

13.3.2. Electronic Delivery. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

13.3.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

- 13.4. **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

14. **Administrative Amendments.**

- 14.1. **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

14.1.1 **Infrastructure.** Modification of the location and/ or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

14.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

14.1.3. **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Developer.

14.1.4. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

- 14.2. **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

- 14.4. **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

- 14.5. **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

- 14.6. **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the City Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the City Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 17.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

14.7. **City Council Requirement of Modification Application Processing.** If the City Council determines that the proposed Administrative Amendment should be considered by the City Council as a Modification Application, it shall, within four (4) business days after the first City Council meeting following notification by the Administrator pursuant to Section 14.6 above, notify the Administrator that the Administrative Amendment shall be processed as a Modification Application. The City Council shall be the final determining body for any and all Modification Applications.

14.8. **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the City Council for final adjudication. The City Council shall be the final determining body for any and all Modification Applications.

15. **Amendments.**

15.1. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

15.2. **Submissions of Modification Applications.** Only the City or Developer or an assignee of Developer that succeeds to all of the rights and obligations of Developer under this Agreement may submit a Modification Application.

15.3. **Modification Application Contents.** Modification Applications shall:

15.3.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

15.3.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

15.3.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

15.3.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

15.3.5. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

15.4. **Mutual Cooperation in Processing Modification Applications.** Both the City and Developer shall cooperate reasonably in promptly and fairly processing Modification

Applications.

15.6. Planning Commission Review of Modification Applications.

15.6.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until Developer has submitted a complete application.

15.6.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation.

15.7. Council Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

15.8. Council's Objections to Modification Applications. If the Council objects to the Modification Application, the Council shall provide a written determination advising Developer of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

15.9. Mediation of Council's Objections to Modification Applications. If the Council and Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose a single mediator. The mediator shall within fourteen (14) days, unless such time is extended by the agreement of the Parties, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. Each Party shall pay their own attorney fees and costs for any such mediation. The Parties shall share the costs and fees of the mediator equally.

16. Estoppel Certificate. Upon twenty (20) days prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Developer is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by Developer. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

17. Attorney Fees and Costs. In the event of the failure of either Party hereto to

comply with any provision of this Agreement, and the Parties do not resolve any such dispute by mediation, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.

18. **Entire Agreement.** This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

19. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

20. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

21. **Assignability.** So long as Developer is not in default, notwithstanding anything to the contrary in this Agreement, Developer may assign, transfer or otherwise convey its rights and obligations under this Agreement so long as the assignee or transferee assumes in writing for the benefit of the City all of the obligations and liabilities of Developer.

22. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain

possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

23. **Termination.**

This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.6;
- (ii) Completion of the Project in accordance with the Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated upon the issuance by City of a certificate of occupancy for such dwelling or other structure;
- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement;
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement; or
- (vi) Termination pursuant to Section 12 of this Agreement.

24. **Insurance and Indemnification.** Developer shall defend and hold the City and its elected and appointed boards, officers, agents, employees and consultants harmless for any and all loss, claims, liability, damages, costs and expenses, including any reasonable attorney fees and costs, in connection with the death or injury of any person or damage to property directly caused by any acts or omissions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub developers shall maintain the City as a beneficiary on any relevant or applicable insurance associated with the Project.

25. **Hazardous, Toxic, and/or Contaminating Materials.** Developer shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Developer on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

26. **Binding Effect.** If Developer conveys any portion of the Property to one or more sub-developers or builders, the property so conveyed shall have the same rights, privileges, Intended Uses, configurations, and Density, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

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. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, public health orders or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

30. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

31. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be City Manager, or his designee and the initial representatives for Developer shall be John Kollman and Kent Buie. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

32. **Mutual Drafting.** Each Party has participated in negotiating and drafting this

Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

33. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

34. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, Exhibit E, shall not be recorded. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Developer hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

35. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. 08-26 adopted by the City on December 18, 2008. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

36. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

37. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

38. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER


 a Utah limited liability company
 By: Kent Buie
 Its: Manager

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
 CITY OF Heber)
)

On the 9th day of March, 2021, personally appeared before me Kent Buie, who being by me duly sworn, did say that he is the Manager of Jurat Holdings, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Trina N Cooke
 NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: Kellean Potter
 Its: Mayor



Approved as to form and legality:

Attest:

City Attorney

City Recorder

By:



By:



CITY ACKNOWLEDGMENT

STATE OF UTAH

)

:§.

CITY OF HEBER

)

On the 9th day of March, 2021, personally appeared before me Kelleen Potter who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.




NOTARY PUBLIC

EXHIBIT A
Description of Property

Parcel Id. 00-0021-2305 (OHE-2108-0-008-045)

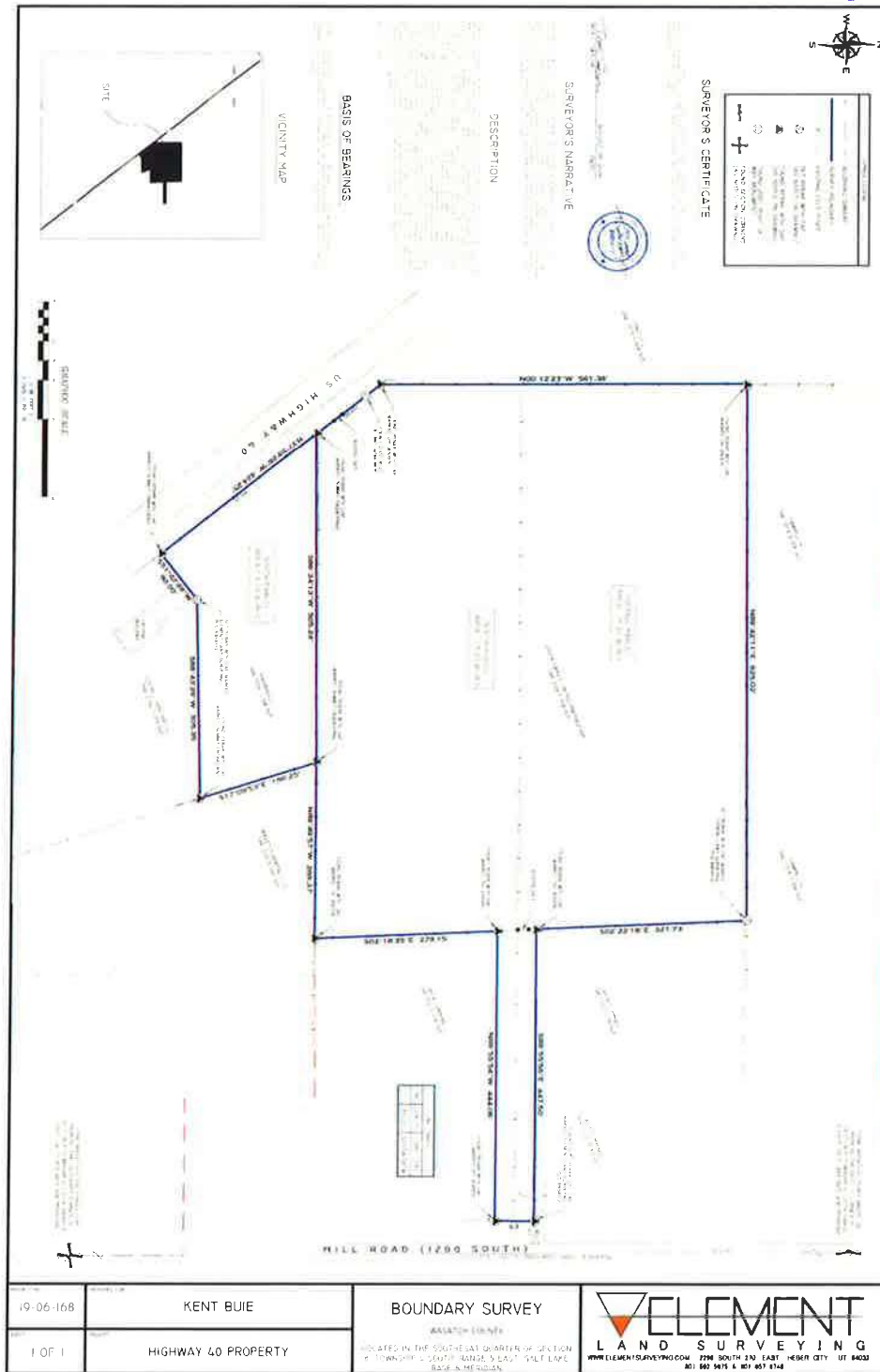
Parcel Id. 00-0021-2075 (OHE-2096-0-008-045)

Boundary Description

DESCRIPTION

BEGINNING ON THE NORTH BOUNDARY OF A 60 FOOT WIDE RIGHT OF WAY, SAID POINT BEING LOCATED SOUTH 00°15'55" EAST ALONG THE SECTION LINE 1672.94 FEET AND WEST 49.72 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°04'06" WEST 60.00 FEET TO THE SOUTH BOUNDARY OF SAID RIGHT OF WAY AND A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE NORTH 89°55'54" WEST 444.06 FEET ALONG THE SAID SOUTH BOUNDARY TO A FENCE AND A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 02°16'35" EAST 279.15 FEET ALONG A FENCE TO A FOUND REBAR WITH CAP MARKED DH JENSEN; THENCE NORTH 89°49'57" WEST 269.37 FEET ALONG A FENCE LINE TO A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE SOUTH 17°09'55" EAST 166.25 FEET ALONG A FENCE LINE TO A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE SOUTH 88°45'29" WEST 304.35 FEET TO A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 58°42'49" WEST 90.00 FEET TO THE NORTHERLY BOUNDARY OF US HIGHWAY 40, A FENCE LINE AND A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE NORTH 37°59'26" WEST 424.26 FEET ALONG THE SAID NORTHERLY BOUNDARY OF THE HIGHWAY AND FENCE LINE TO A FOUND REBAR WITH CAP MARKED DH JENSEN; THENCE NORTH 00°12'23" WEST 561.38 FEET ALONG A FENCE LINE TO A FOUND REBAR WITH CAP MARKED DH JENSEN; THENCE NORTH 89°42'11" EAST 825.02 FEET ALONG A FENCE LINE TO A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 02°22'18" EAST 321.75 FEET ALONG A FENCE LINE TO THE NORTHERLY BOUNDARY OF SAID 60 FOOT RIGHT OF WAY AND A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 89°55'56" EAST 447.50 FEET TO THE POINT OF BEGINNING.

AREA = 15.20 ACRES



[illegible]

EXHIBIT C

Permitted Uses Under C-2 Zone

18.28.030 Permitted Uses

The following uses shall be permitted in the C-2 commercial zone upon compliance with requirements set forth in this title:

1. Beer parlors and alcohol-dispensing establishments;
2. Electrical appliance shops (wholesale);
3. Fraternity buildings, clubs, lodges;
4. Funeral establishments, mortuaries and wedding chapels;
5. Used car lots;
6. Gymnasium or physiculture establishments;
7. Home occupations (board of adjustment approval not required);
8. Hospitals;
9. Household Pet Daycare as defined and regulated by Title 6 of this Code, provided all kennels are located indoors and each building containing kennels is located at least 400 feet from any residentially zoned property;
10. Motels, cafes, food drive-ins, offices;
11. Office buildings, clinics and public utility buildings;
12. Parking lots, commercial;
13. Pawn shops;
14. Recreation vehicle courts subject to requirements set forth in Chapter 18.96 of this title;
15. Retail establishments and service enterprises;
16. Revival tents, temporary;
17. Schools and other public buildings;
18. Secondhand stores;
19. Gas stations;
20. On-premises signs;
21. Utility buildings and public buildings;
22. Wholesale establishments with stock on premises but excluding establishments whose principal activity is that of a storage warehouse;
23. Other uses similar to the foregoing uses which are ruled by the board of adjustment to be in harmony with the intent of this zone;
24. Nursery schools, family day care, mini-day care, and day care centers if they meet the conditions set forth in Chapter 18.86;
25. One-family dwellings located one story above or below the ground floor level if (a) each dwelling unit contains at least 500 square feet of living space and (b) in addition to the parking required by Section 18.72 for the commercial portion of the building, at least one parking place is assigned to and available for each such dwelling unit (this provision, as to said individual units, supersedes section 18.72.020 N 1);
26. The keeping of grazing animals as regulated by Section 18.68.135.
27. Craftsman Industrial Uses.
 1. Location: Craftsman Industrial Uses shall be located in areas defined as Project Type B in the C-2 & C-4 Design Criteria (south of 1200 South in the C-2 Commercial Zone).
 2. Craftsman Industrial Use Limitations. Craftsman Industrial uses shall:
 1. Not produce offensive noise, vibration, fumes, smoke, gas, light, dust or other particulate matter, odor, heat, humidity, glare, magnetic or electrical interference or other objectionable impacts extending beyond the property line;
 2. Occur entirely within a building;
 3. Be limited to a maximum of 20,000 square feet gross floor area per building; and
 4. Screen outdoor storage as viewed from the public street with a sight obscuring fence and landscaping.

3. Permitted Craftsman Industrial Uses. Such uses involve small scale fabrication, manufacturing, production, assembly and repair. Resulting products are intended for end users and consumers rather than as intermediates for use by other industries. Craftsman Industrial Uses are limited to the following uses; any use not specifically mentioned is prohibited:

1. Art, Pottery, Ceramics & Related Products;
2. Athletic and Outdoor Recreation Goods, Toys;
3. Auto Mechanic, Auto Body and Fender Shops, Auto Painting;
4. Apparel, Cloth, Textiles, Leather Products, Shoe, Boots;
5. Bakery & Confections, Canning & Preserving Food, Dairy Products, Meat & Fish Products (no Processing);
6. Beverages, including Alcohol, Soft Drinks, Coffee Botanical Products;
7. Commercial Scale Copying & Printing, Engraving, Publishing & Allied Industries;
8. Construction Special Trade Contractors;
9. Electronics Assembly, Electrical Fixtures, Assembly of Appliances from previously prepared parts;
10. Fabricated Metal Products, Welding;
11. Household Textiles, Upholstery, Furniture & Fixtures, Woodworking;
12. Jewelry, Watches, Clocks, & Silverware;
13. Musical Instruments & Parts;
14. Signs & Advertising;
15. Smithing, Taxidermy; and
16. Stone and Monument.

HISTORY

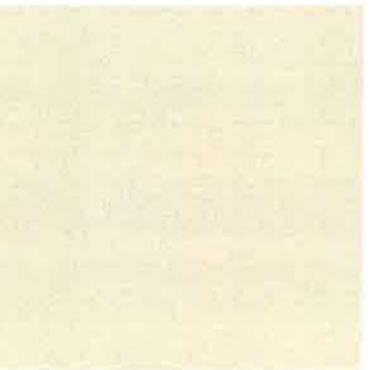
Adopted	by	Ord.	<u>199</u>	<u>\$02.0912.02</u>	on	11/6/1973
Amended	by	Ord.	<u>202</u>	<u>\$2</u>	on	3/19/1974
Amended	by	Ord.	<u>220</u>		on	1/1/1978
Amended	by	Ord.	<u>89-10</u>		on	12/7/1989
Amended	by	Ord.	<u>90-12</u>		on	12/20/1990
Amended	by	Ord.	<u>92-12</u>		on	8/20/1992
Amended	by	Ord.	<u>98-05</u>		on	5/7/1998
Amended	by	Ord.	<u>99-23</u>		on	11/18/1999
Amended	by	Ord.	<u>2012-03</u>		on	4/5/2012
Amended	by	Ord.	<u>2018-20</u>		on	5/17/2018
Amended by Ord. <u>2020-20 Amending C-2 Commercial Zone Uses</u> on 4/21/2020						

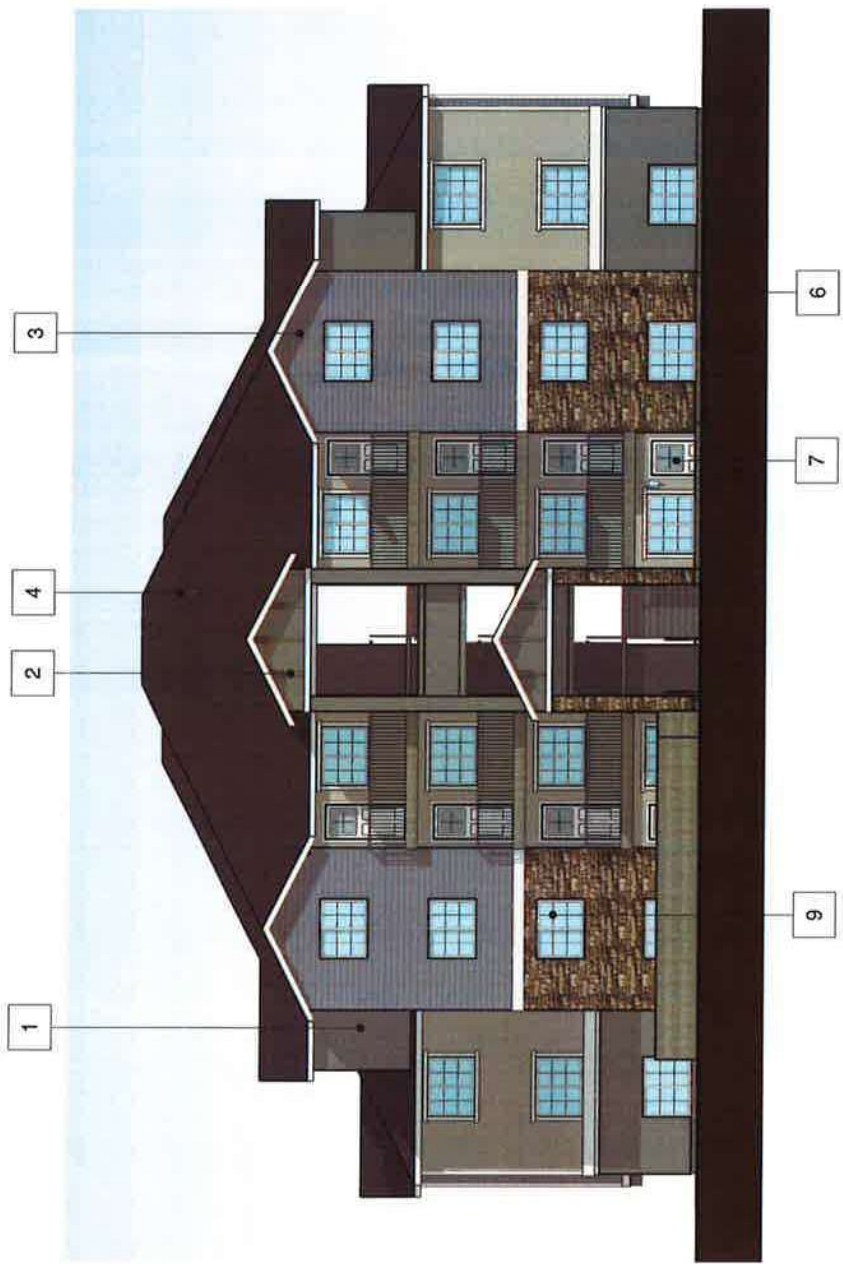
EXHIBIT D
Design Guidelines

1. The elevations and plans included are approved.
2. Building colors shall vary from building to building. A single color palette may not be used on a building within 400' of any other buildings with the same color palette.
3. The design of future buildings on the Commercial Lots is not defined in this Agreement and said buildings shall be subject to the applicable design standards of the zoning at time of application





	Primary	Secondary	Tertiary
Var 1	 Dorian Grey, 172-170-158	 Software, 127-132-135	 Cityscape, 127-129-126
Var 2	 Pavestone, 160-153-143	 Colonnade Gray, 199-192-182	 March Wind, 186-185-181
Var 3	 Repose Gray, 204-201-192	 City Scape, 127-129-126	 Retreat, 122-128-118
Var 4	 Mindrul, 187-183-172	 Dovetail, 145-138-130	 Colonnade Gray, 199-192-182



Legend

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

FRONT ELEVATION

295 W Center St.
Provo, UT 84601
801.735.8314
greg@legacyhomedesign.com
legacyhomedesign.com



1338 S Euclid Drive #201
Salt Lake City, UT 84108

ELEVATIONS
MILLER 16-PLEX

COLOR VARIATION 1

SQUARE FOOTAGE

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	1852 SF	Fourth Level	16385 SF
	4112 SF		

2/18/2020

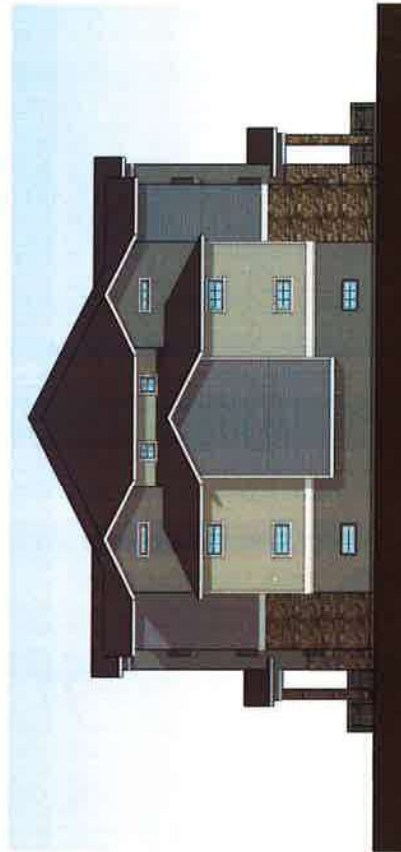
A.1



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

285 W. Center St.
3rd Floor
Salt Lake City, UT 84101
801.735.8314
greg@legacyhomedesign.com
greg@homedesign.com

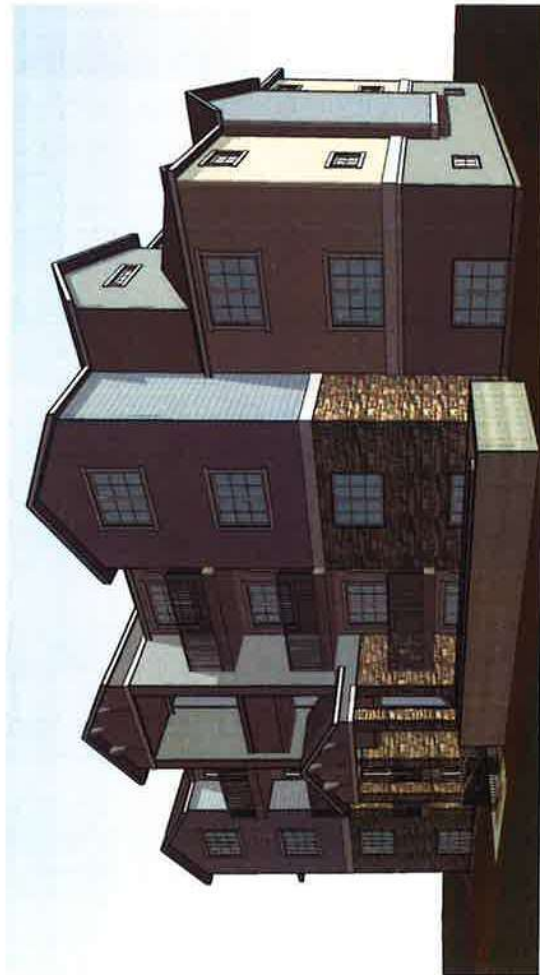


1338 S. Footmill Drive #201
Salt Lake City, UT 84106

ELEVATIONS MILLER 16-PLEX

COLOR VARIATION 1

SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Level	Fourth Level
1080 SF	4319 SF
1086 SF	4319 SF
857 SF	3427 SF
4712 SF	16365 SF



REAR PERSPECTIVE



FRONT PERSPECTIVE

255 W. Center St.
Provo, UT 84601
801.735.8314
greg@legacyhomedesign.com
legacyhomedesign.com



1308 S. Federal Drive #204
Salt Lake City, UT 84108

EXTERIOR PERSPECTIVES

MILLER 16-PLEX

COLOR VARIATION 1

SQUARE FOOTAGE

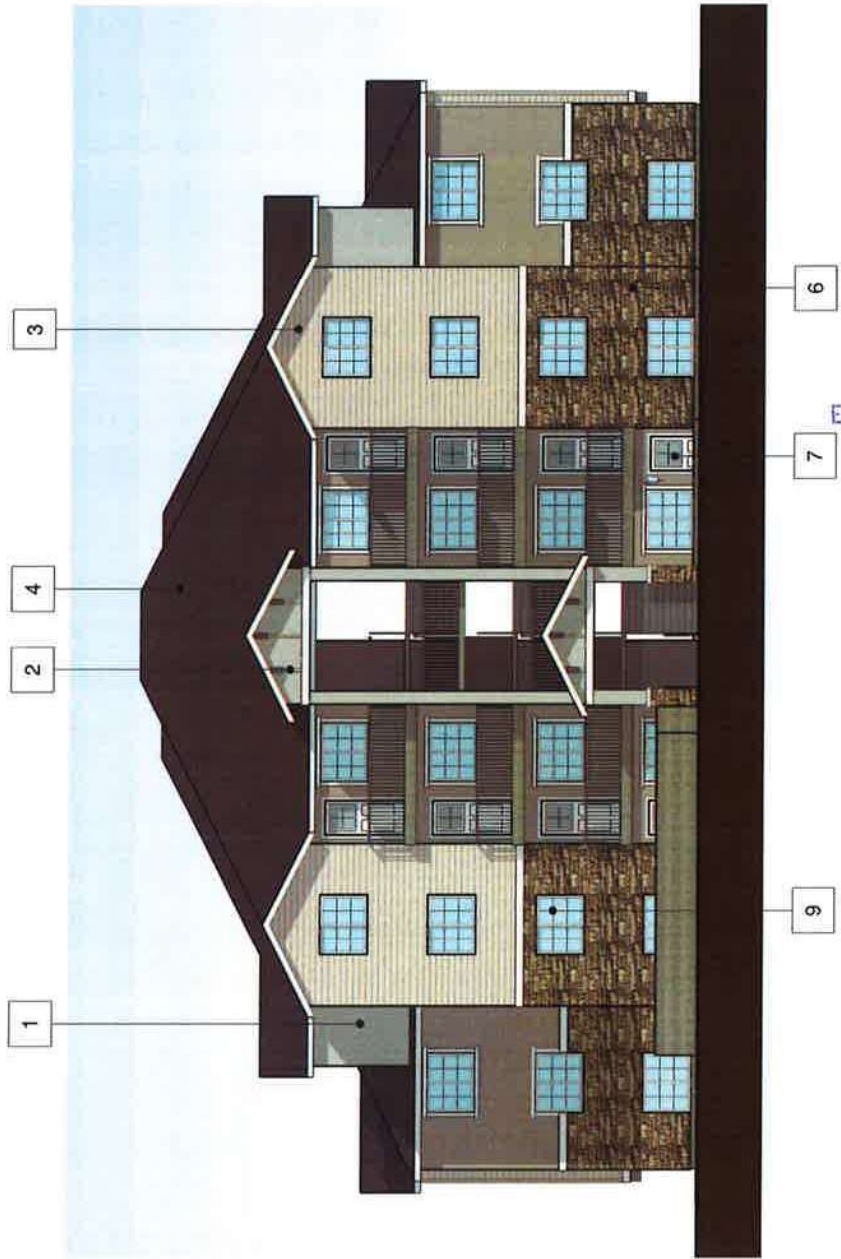
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Floor	Fourth Floor
Basement	Basement
Roof Level	Roof Level
4112 SF	16365 SF

2/18/2020

A.3

Ent 495996 Bk 1343 Pg 1759

Ent 495995 Bk 1343 Pg 1672



Legend

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

FRONT ELEVATION

SINGLE UNIT		BUILDING	
First Floor	1090 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	1335 SF

COLOR VARIATION 2

ELEVATIONS
MILLER 16-PLEX

1305 S. Federal Avenue, Suite 200
Salt Lake City, UT 84108



295 W. Center St.
First Floor
Salt Lake City, UT 84101
801.735.6314
greg@legacyhomedesign.com
legacyhomedesign.com



2/19/2020 12:41:23 PM

A.1

2/18/2020

Ent 495995 Bk 1343 Pg 1673

Ent 495996 Bk 1343 Pg 1760

A.2

2/18/2020



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



255 W. Center St.
2nd Floor
Provo, UT 84601
801.735.8314
greg@legacyhomedesign.com
legacyhomedesign.com



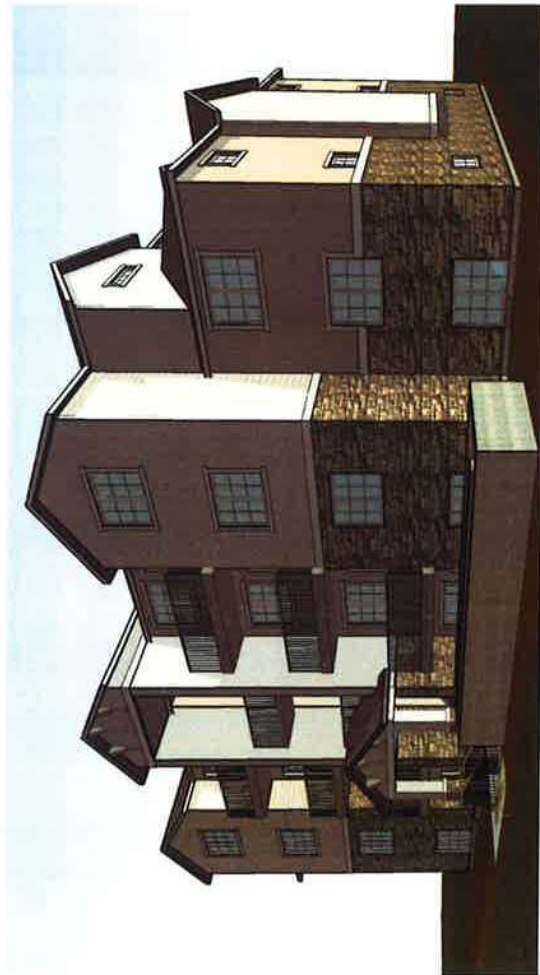
1338 S. Express Drive #201
Salt Lake City, UT 84108

ELEVATIONS MILLER 16-PLEX

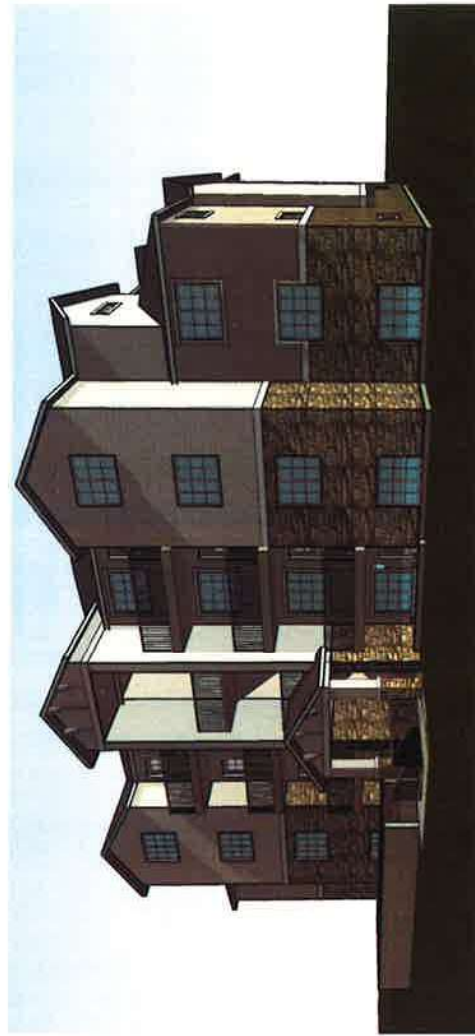
COLOR VARIATION 2

SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Level	Fourth Level
4112 SF	16385 SF

4319 SF
4319 SF
4319 SF
4319 SF
15385 SF



REAR PERSPECTIVE



FRONT PERSPECTIVE



255 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacymhomedesign.com
legacymhomedesign.com



1330 S. Federal Drive #201
Salt Lake City, UT 84108

EXTERIOR PERSPECTIVES MILLER 16-PLEX

COLOR VARIATION 2

SQUARE FOOTAGE

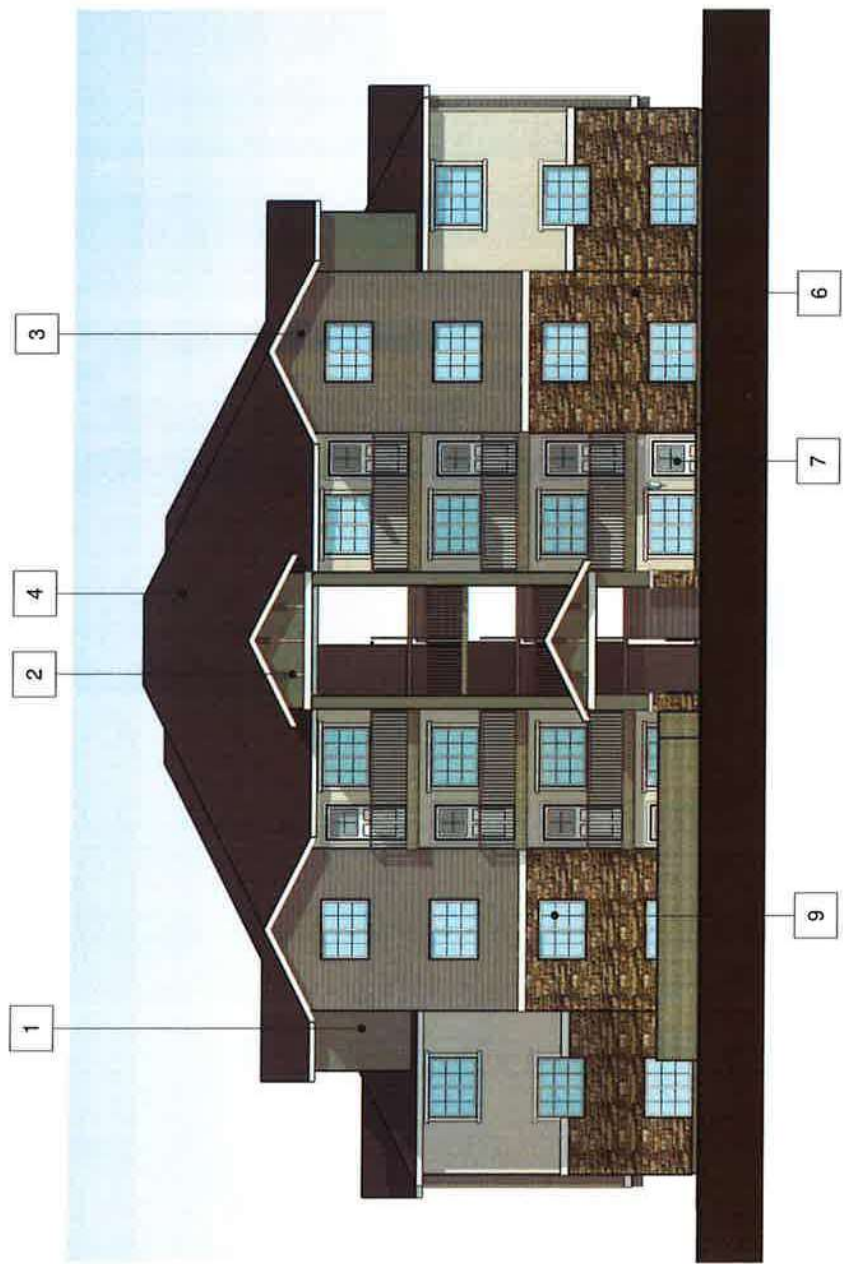
SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4379 SF
Second Floor	1088 SF	Second Floor	4379 SF
Third Floor	1088 SF	Third Floor	4379 SF
Fourth Level	857 SF	Fourth Level	4379 SF
	4112 SF		16855 SF

2/18/2020

A.3

Ent 495996 Bk 1343 Pg 1762

Ent 495995 Bk 1343 Pg 1675



Legend

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

FRONT ELEVATION

ELEVATIONS MILLER 16-PLEX

1308 S Foothill Drive, Apt 101
Salt Lake City, UT 84108



285 W Center St.
3rd Floor, Suite 300
Salt Lake City, UT 84101
801.225.6314
greg@spacehomedesign.com
legacyhomedesign.com



SQUARE FOOTAGE

SINGLE UNIT	BUILDING
First Floor 1080 SF	First Floor 4319 SF
Second Floor 1080 SF	Second Floor 4319 SF
Third Floor 1080 SF	Third Floor 4319 SF
Fourth Level 4112 SF	Fourth Level 4319 SF
	Basement 1685 SF

COLOR VARIATION 3

A.1

2/18/2020

Ent 495995 Bk 1343 Pg 1676

Ent 495996 Bk 1343 Pg 1763

A.2

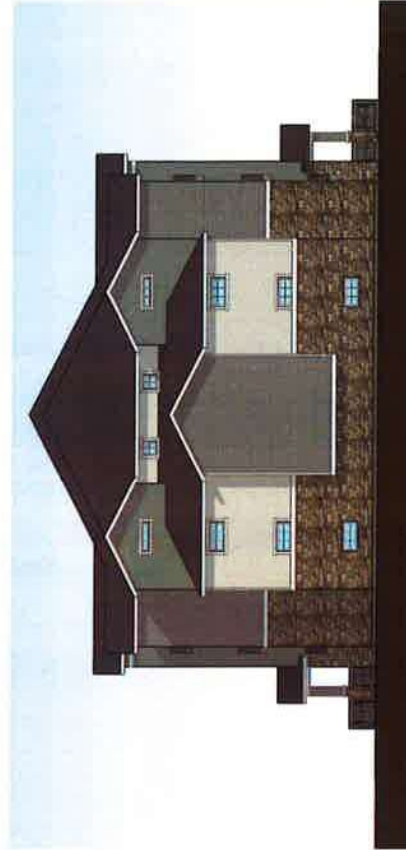
2/18/2020



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

255 W. Center St.
Provo, UT 84601
801.735.6314
gray@legacyhomedesign.com
legacyhomedesign.com

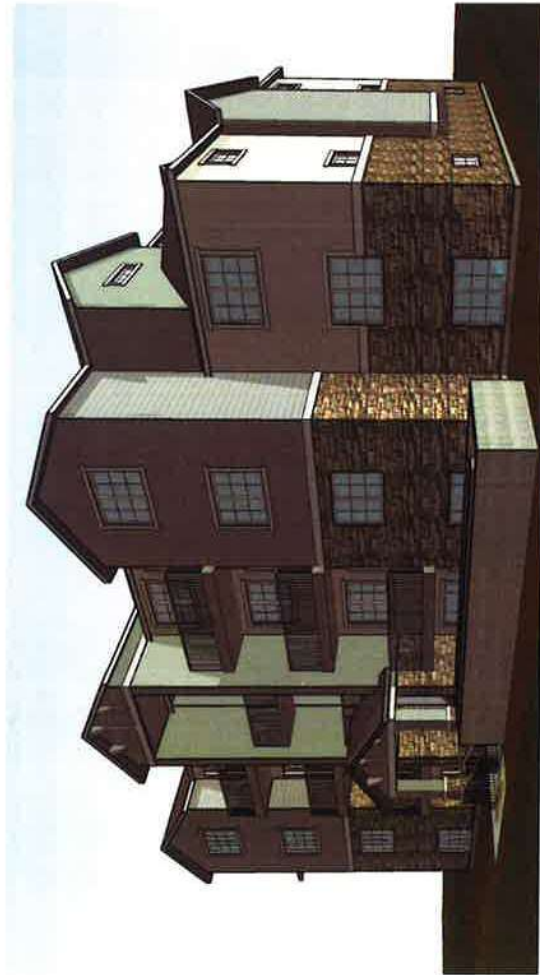


1338 S. Festival Drive #201
Salt Lake City, UT 84108

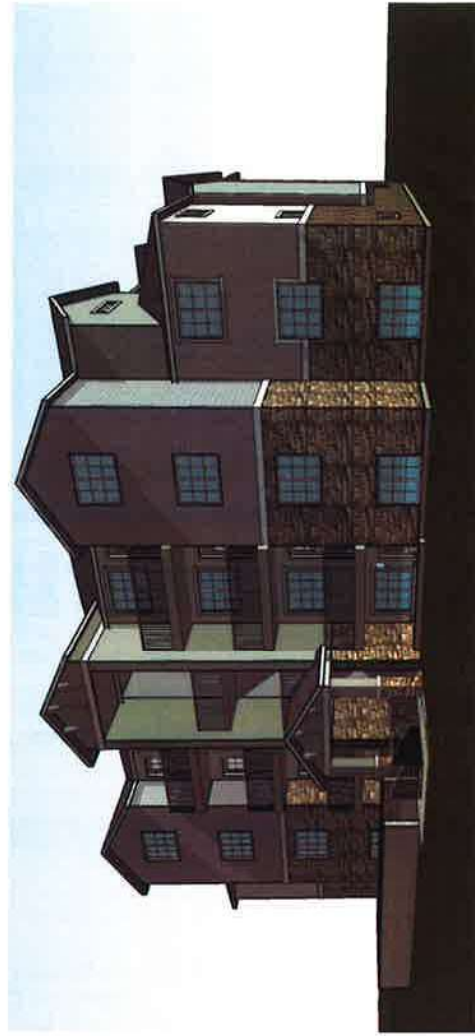
ELEVATIONS MILLER 16-PLEX

COLOR VARIATION 3

SQUARE FOOTAGE	
SINGLE UNIT	
First Floor	1090 SF
Second Floor	1088 SF
Third Floor	4319 SF
Fourth Level	4319 SF
	10880 SF
BUILDING	
First Floor	4319 SF
Second Floor	4319 SF
Third Floor	4319 SF
Fourth Level	4319 SF
	16850 SF



REAR PERSPECTIVE



FRONT PERSPECTIVE



255 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacydesign.com
greg@legacydesign.com



1338 S. Federal Drive #201
Salt Lake City, UT 84103

EXTERIOR PERSPECTIVES

MILLER 16-PLEX

COLOR VARIATION 3

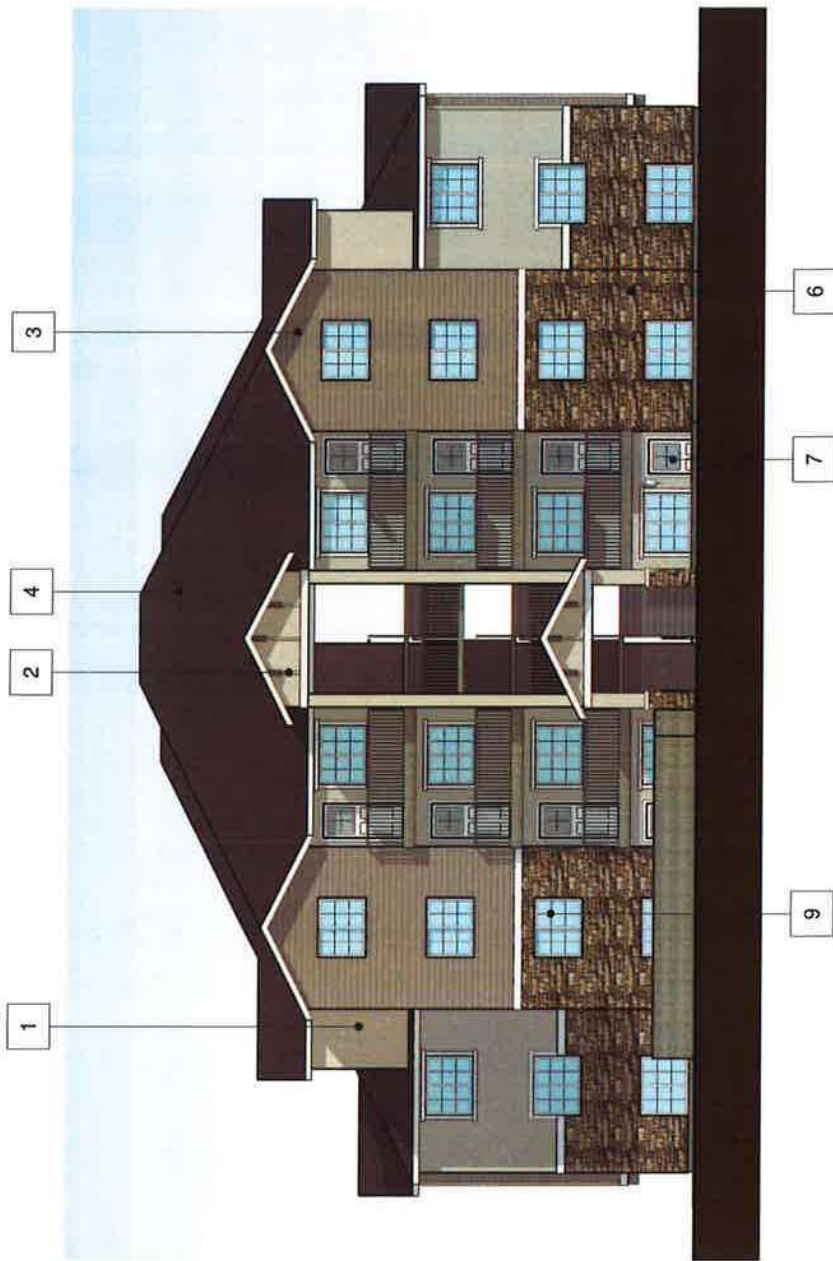
A.3

2/18/2020

SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Level	Fourth Level
41'2 SF	163'5 SF

Ent 495996 Bk 1343 Pg 1765

Ent 495995 Bk 1343 Pg 1678



Legend

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

FRONT ELEVATION

204 W. Center St.
 2nd Fl.
 Provo, UT 84601
 801.735.8314
 greg@legacymediadesign.com
 legacymediadesign.com



1338 S Foothill Drive #601
 Salt Lake City, UT 84108

ELEVATIONS MILLER 16-PLEX

COLOR VARIATION 4

SQUARE FOOTAGE

SINGLE UNIT		BUILDING	
First Floor	1088 SF	First Floor	4219 SF
Second Floor	1088 SF	Second Floor	4219 SF
Third Floor	1088 SF	Third Floor	4219 SF
Fourth Level	857 SF	Fourth Level	3427 SF
	4112 SF		6385 SF

2/18/2020

A.1

Ent 495995 Bk 1343 Pg 1679

Ent 495996 Bk 1343 Pg 1766



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



255 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacydesign.com
legacydesigning.com



1308 S. Federal Drive #201
Salt Lake City, UT 84108

ELEVATIONS MILLER 16-PLEX

COLOR VARIATION 4

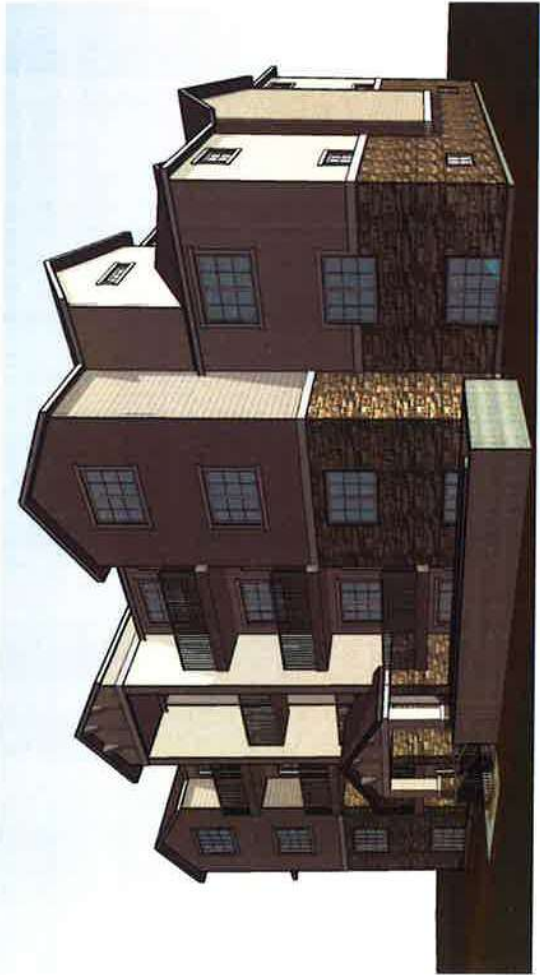
SINGLE UNIT		BUILDING	
First Floor	1,080 SF	First Floor	4,319 SF
Second Floor	1,080 SF	Second Floor	4,319 SF
Third Floor	1,080 SF	Third Floor	4,319 SF
Fourth Level	857 SF	Fourth Level	3,422 SF
	4,112 SF		16,385 SF

2/18/2020

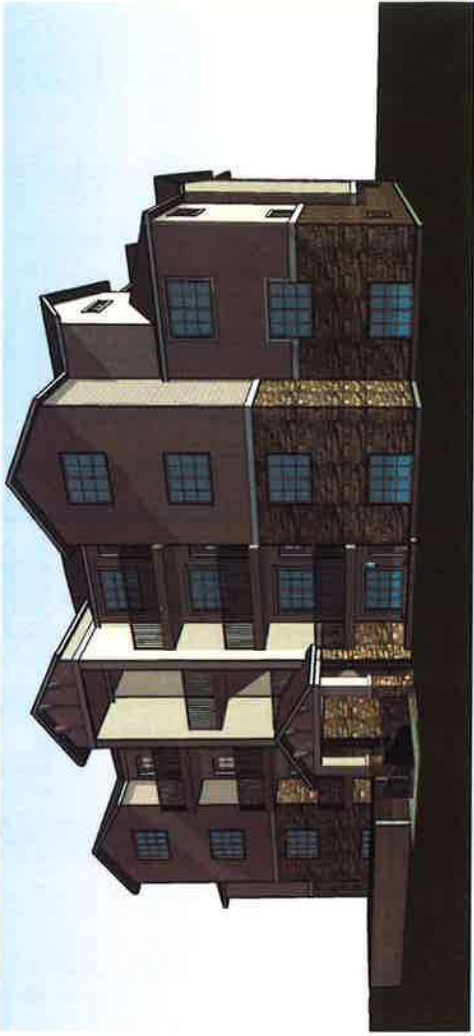
A.2

Ent 495995 Bk 1343 Pg 1680

Ent 495996 Bk 1343 Pg 1767



REAR PERSPECTIVE



FRONT PERSPECTIVE



285 W Center St,
3rd Floor, UT 84601
801.725.8314
greg@legacyhomedesign.com
legacyhomedesign.com



1308 S Foothill Drive #301
Salt Lake City, UT 84106

EXTERIOR PERSPECTIVES

MILLER 16-PLEX

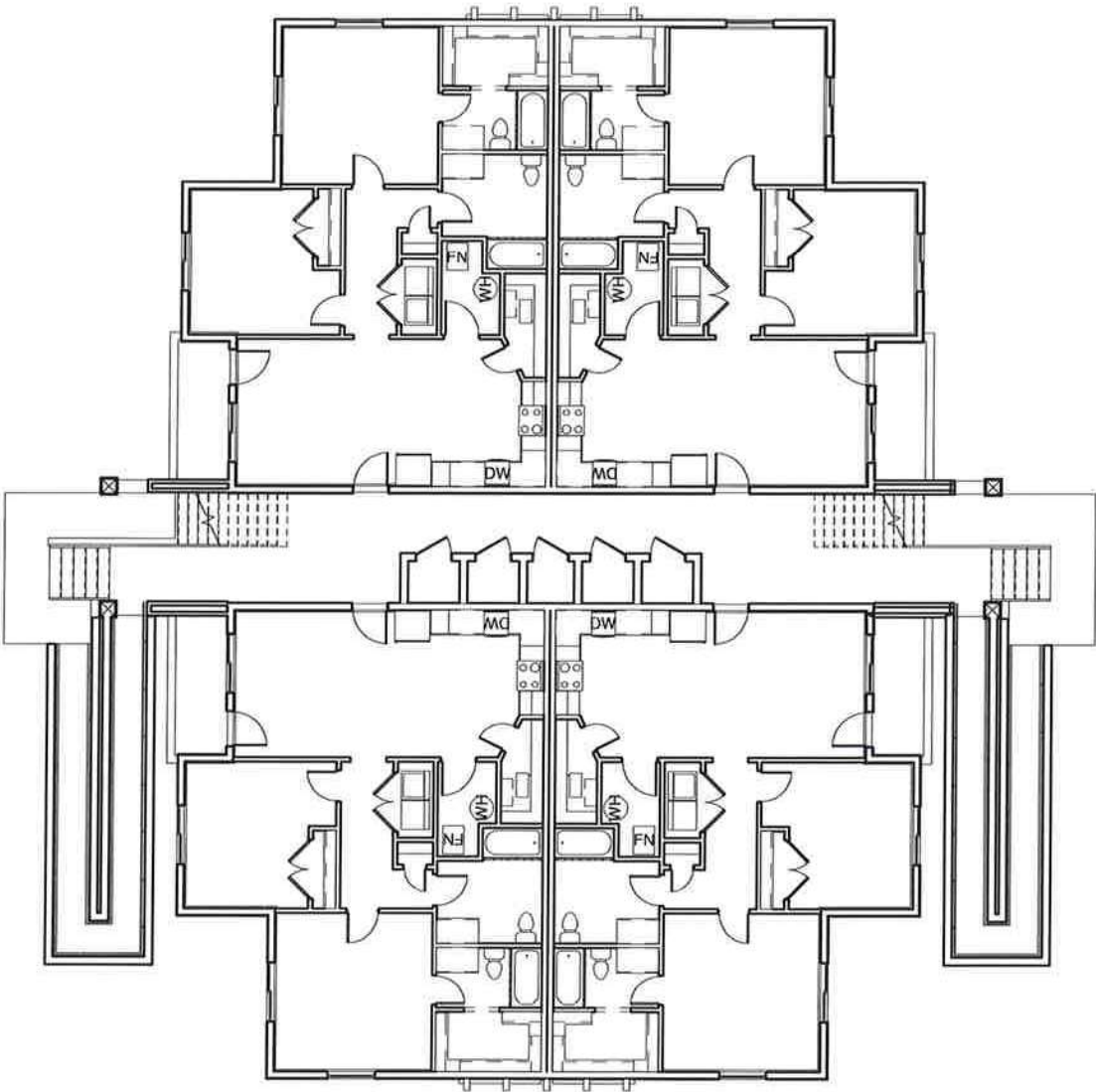
COLOR VARIATION 4

SQUARE FOOTAGE

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	857 SF	Fourth Level	3427 SF
	4712 SF		16385 SF

2/18/2020

A.3



SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Level	Fourth Level
1080 SF	4319 SF
1080 SF	4319 SF
1080 SF	4319 SF
4112 SF	16965 SF

COLOR VARIATION 4

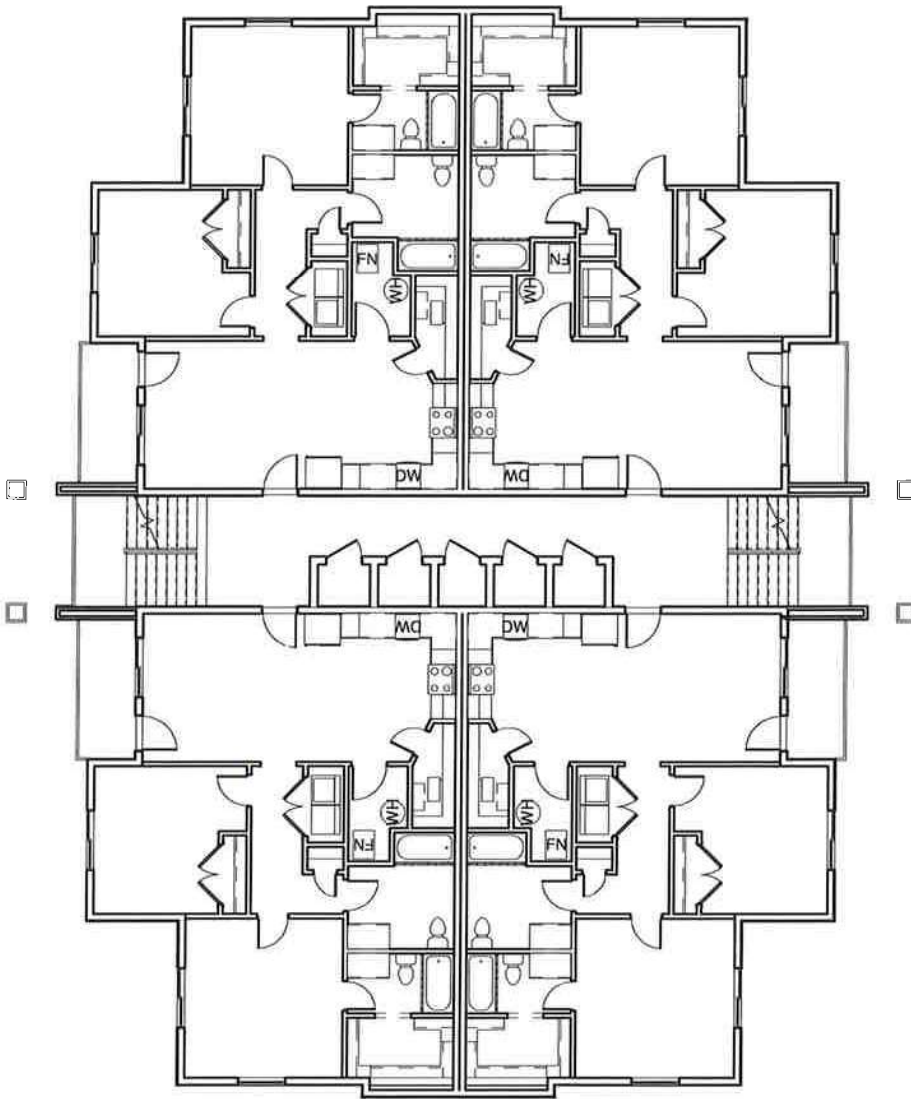
FIRST FLOOR
MILLER 16-PLEX

1308 S Forest Hill Drive #201
Salt Lake City, UT 84108



205 W. Center St.
Provo, UT 84601
801.735.6314
gray@legacyhomedesign.com
legacyhomedesign.com





SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Floor	Fourth Floor
4112 SF	16565 SF

COLOR VARIATION 4

SECOND FLOOR
MILLER 16-PLEX

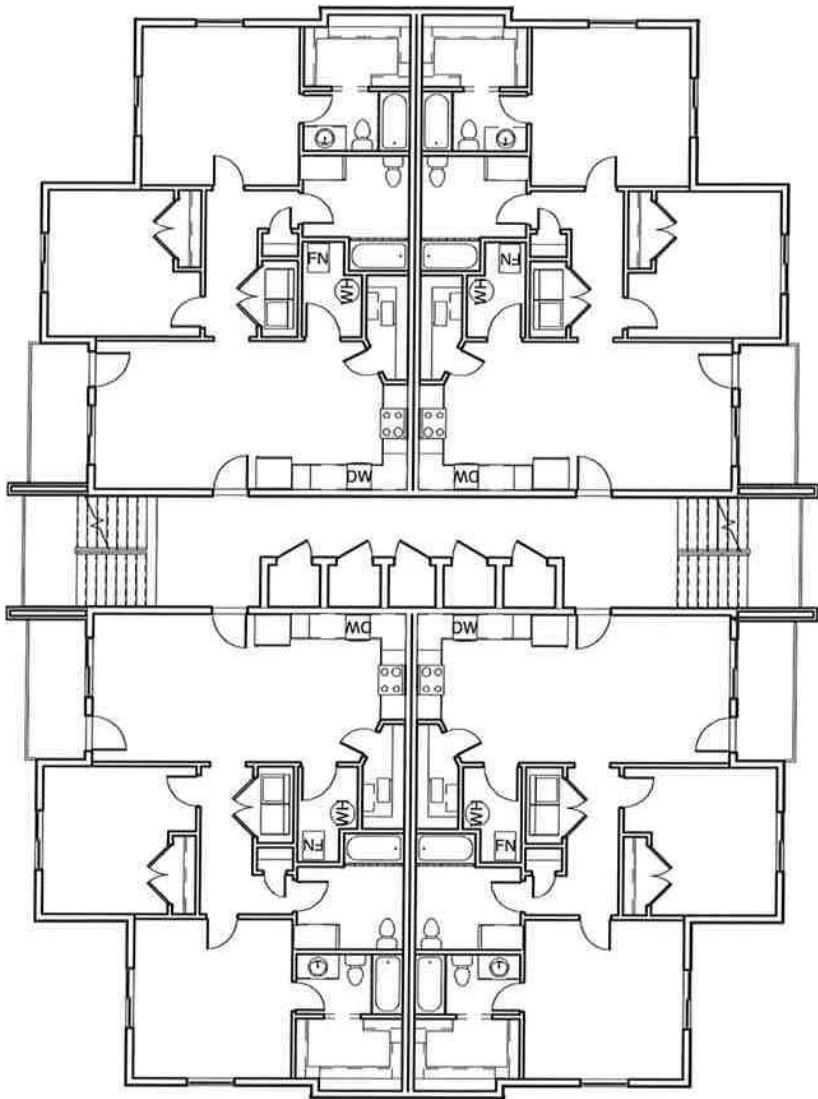
1338 S. Foxgill Drive #201
Salt Lake City, UT 84108



295 W. Center St.
Salt Lake City, UT 84101
801.735.5314
proje@legachromaticdesign.com
legachromaticdesign.com



2/18/2020



SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Pump Level	Pump Level
1090 SF	4319 SF
1090 SF	4319 SF
1090 SF	4319 SF
472 SF	1680 SF

COLOR VARIATION 4

THIRD FLOOR
MILLER 16-PLEX

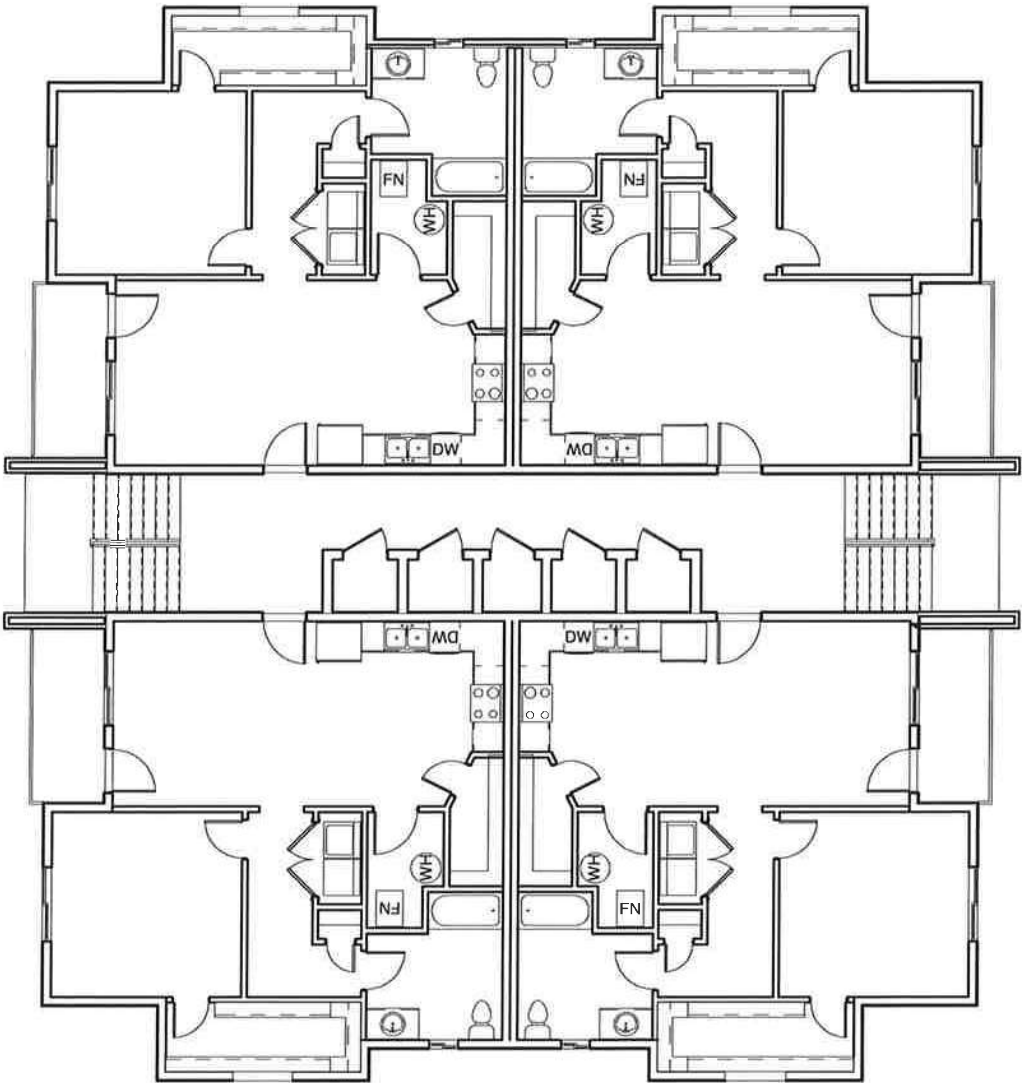
1338 S. Fort Hall Drive #201
Salt Lake City, UT 84109



255 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacymadecdesign.com
legacymadecdesign.com



2/18/2020



SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Floor	Fourth Floor
1000 SF	4319 SF
1000 SF	4319 SF
1000 SF	4319 SF
1000 SF	4319 SF
4000 SF	17385 SF

COLOR VARIATION 4

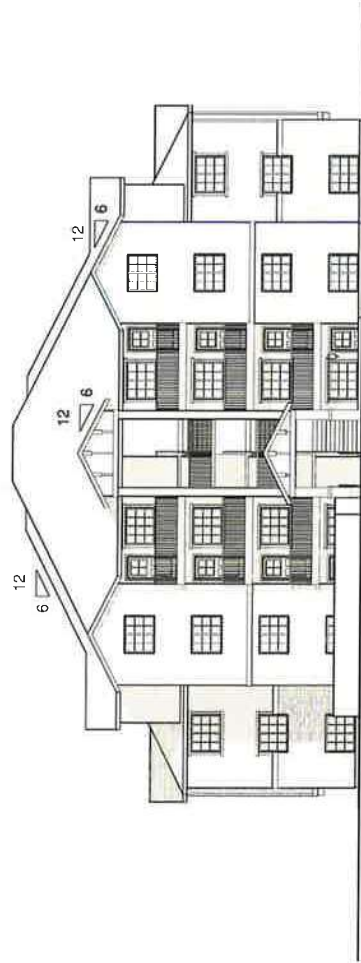
FOURTH FLOOR
MILLER 16-PLEX

1338 S Federal Drive #401
Salt Lake City, UT 84108

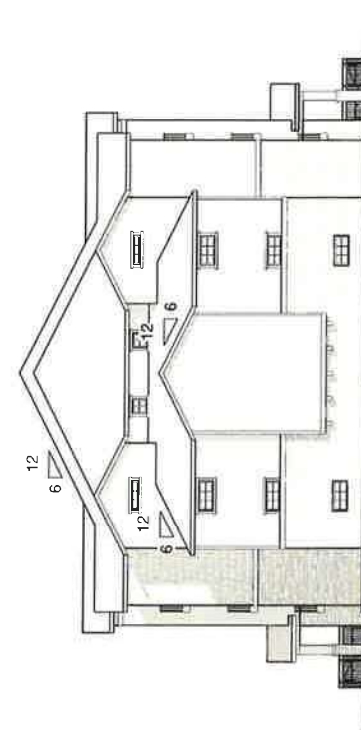


255 W. Center St.
Salt Lake City, UT 84101
Provo, UT 84601
801.735.5314
provo@legacyhomedesign.com
legacyhomedesign.com

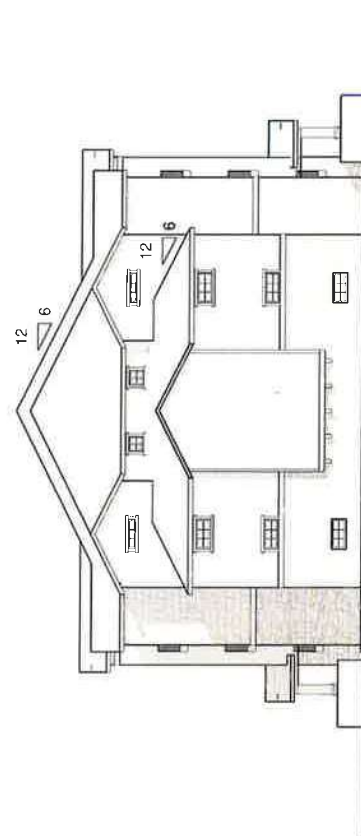




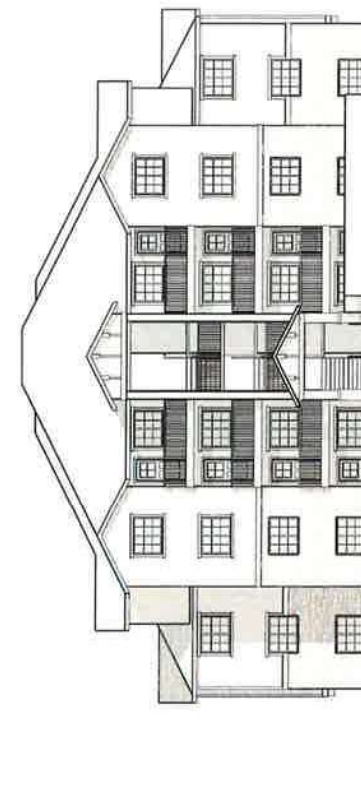
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



BACK ELEVATION

285 W Center St,
Provo, UT 84601
801.735.6314
group@legacyhomedesign.com
legacyhomedesign.com



1338 S Foothill Drive #201
Salt Lake City, UT 84103

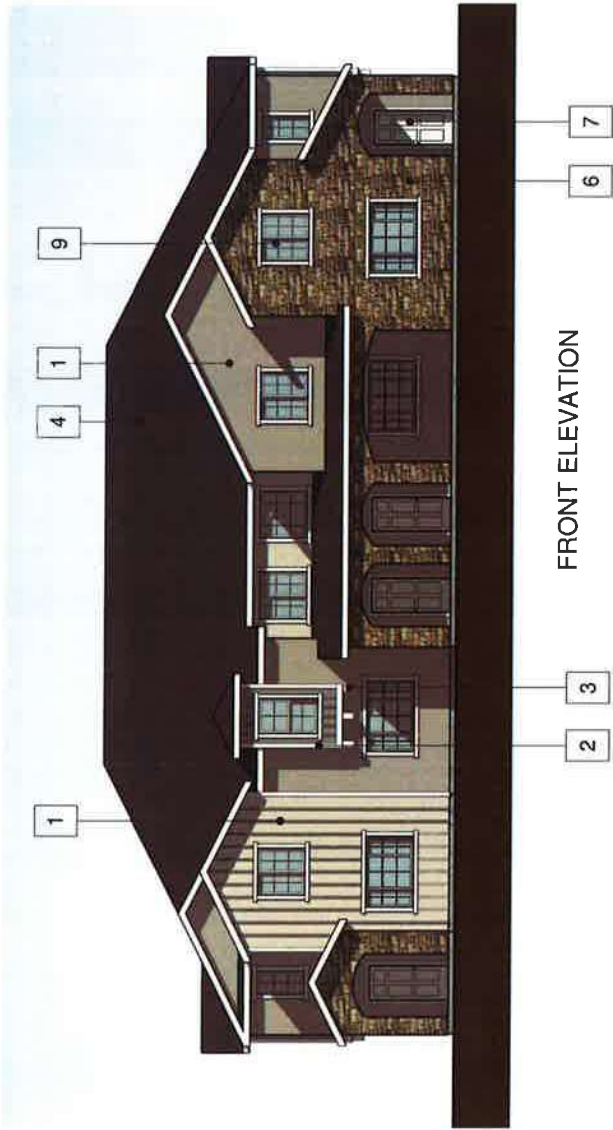
ELEVATIONS MILLER 16-PLEX

COLOR VARIATION 4

SQUARE FOOTAGE	
SINGLE UNIT	BUILDING
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor
Fourth Level	Fourth Level
1009 SF	4319 SF
1008 SF	4319 SF
1008 SF	4319 SF
857 SF	3427 SF
4112 SF	16365 SF

2/18/2020

A.8



FRONT ELEVATION

LEGEND

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 STUCCO w/ FOAM CORBEL - SMOOTH FINISH
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

SQUARE FOOTAGE

	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
MAIN LEVEL	543 SF	517 SF	491 SF	556 SF	2160 SF
SECOND LEVEL	543 SF	528 SF	551 SF	577 SF	2800 SF
	1087 SF	1045 SF	1042 SF	1133 SF	6530 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1637 SF

4/20/2020

ELEVATIONS

COLOR VARIATION 2

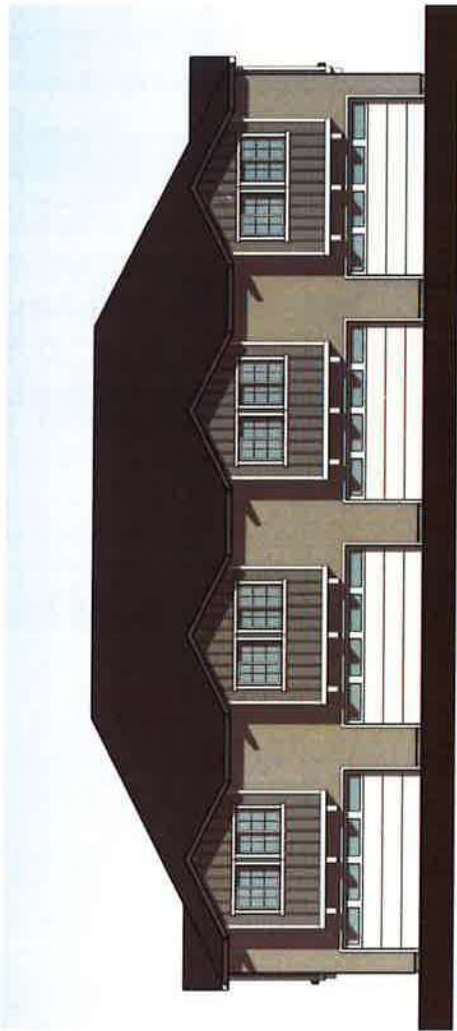
GREGORY 4-PLEX

1338 S. Federal Drive #201
Salt Lake City, UT 84108

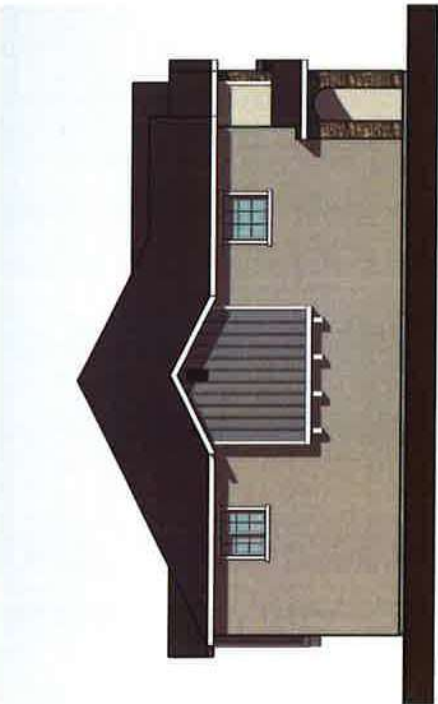


295 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacyhomesdesign.com
legacyhomesdesign.com

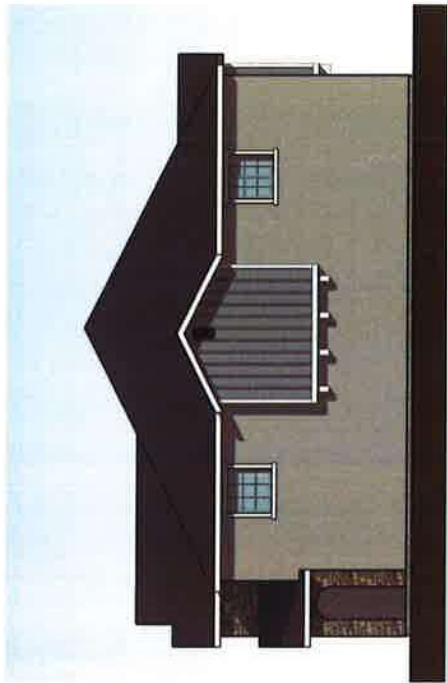




BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

295 W. Center St.
Provo, UT 84601
801.735.6314
gray@legacyhomedesign.com
legacyhomedesign.com



1335 S. Federal Drive, 801
Salt Lake City, UT 84106

ELEVATIONS

GREGORY 4-PLEX

COLOR VARIATION 2

SQUARE FOOTAGE

MAIN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
SECOND LEVEL	543 SF	517 SF	491 SF	506 SF	2160 SF
	964 SF	958 SF	951 SF	977 SF	3870 SF
	1507 SF	1475 SF	1442 SF	1533 SF	6330 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1637 SF

4/20/2020

A.2



REAR PERSPECTIVE



FRONT PERSPECTIVE



295 W Center St.
3rd Floor
Salt Lake City, UT 84101
greg@legacyhomedesign.com
legacyhomedesign.com



1608 S Evans Blvd. #201
Salt Lake City, UT 84108

EXTERIOR PERSPECTIVES
GREGORY 4-PLEX

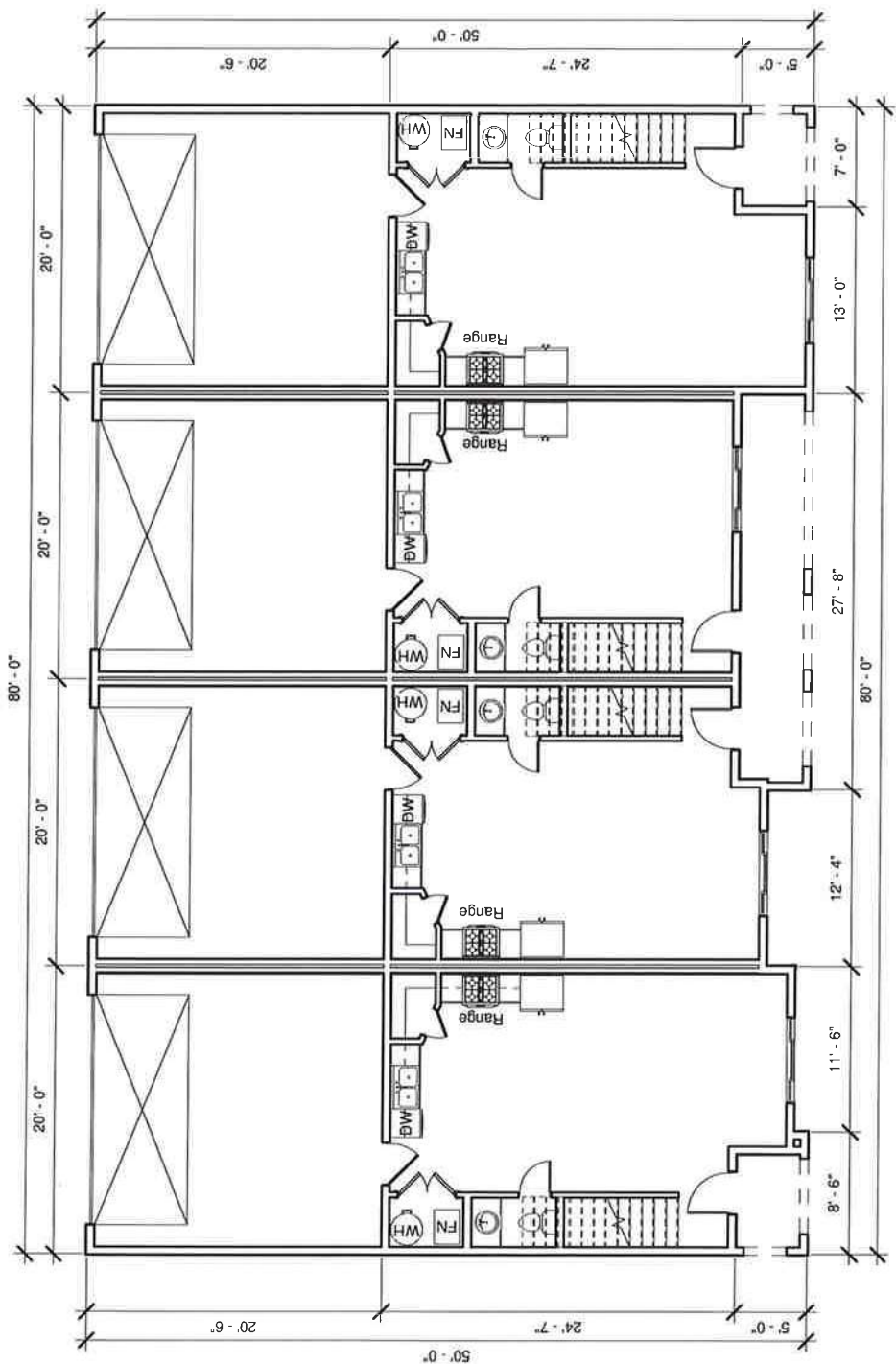
COLOR VARIATION 2

SQUARE FOOTAGE

	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
MAIN LEVEL	543 SF	517 SF	491 SF	556 SF	2,107 SF
SECOND LEVEL	594 SF	555 SF	451 SF	577 SF	2,177 SF
	1,137 SF	1,072 SF	942 SF	1,133 SF	4,284 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1,637 SF

4/20/2020

A.3



SQUARE FOOTAGE

MAIN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
MAIN LEVEL	543 SF	517 SF	491 SF	566 SF	2160 SF
SECOND LEVEL	864 SF	854 SF	851 SF	977 SF	3870 SF
GARAGE	507 SF	1715 SF	1442 SF	1333 SF	6030 SF
	409 SF	409 SF	409 SF	409 SF	1637 SF

FIRST FLOOR

COLOR VARIATION 2

GREGORY 4-PLEX

1338 S Forest Drive 801
Salt Lake City, UT 84108

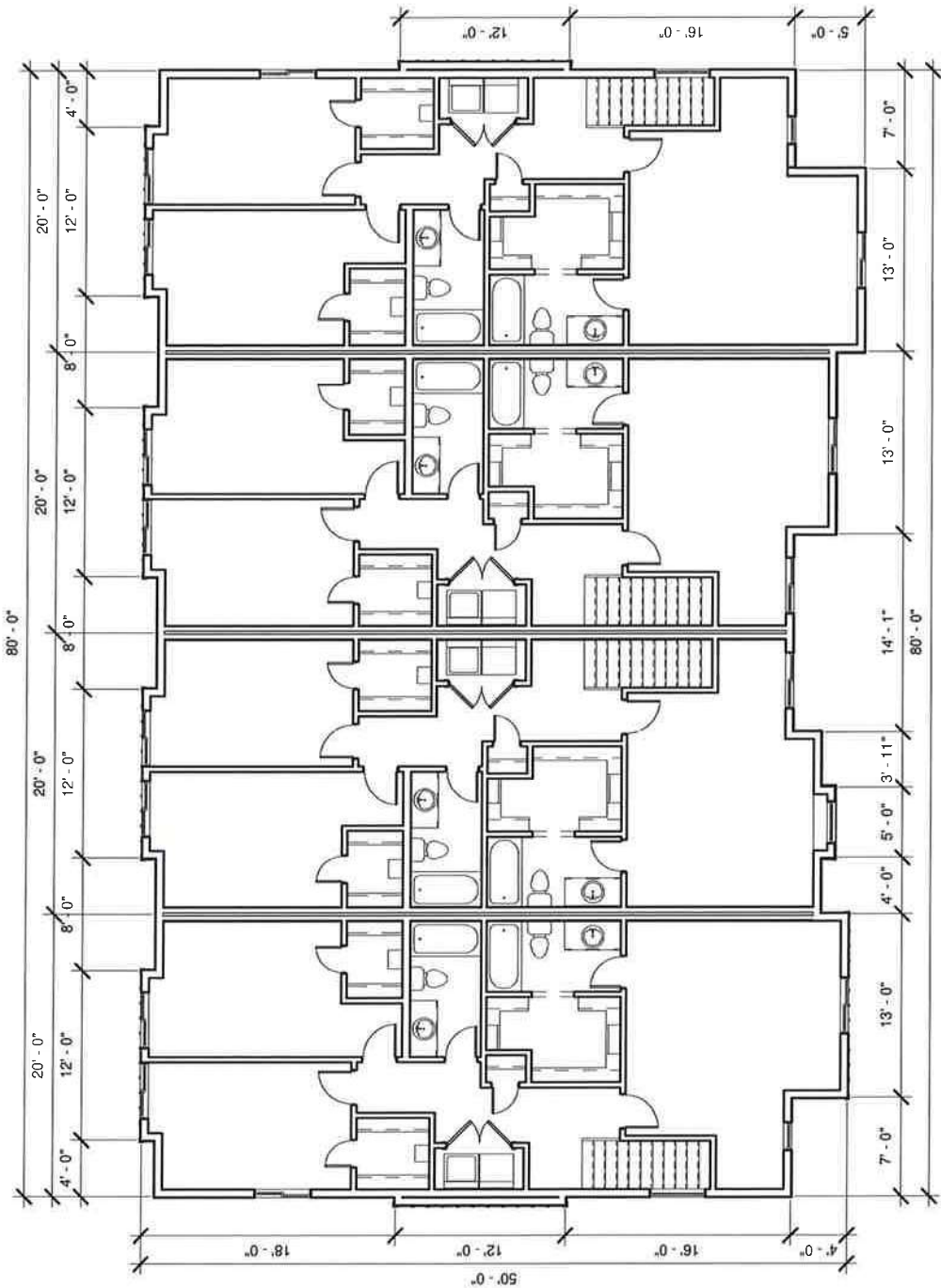


285 W Center St.
Provo, UT 84601
801.735.6314
greg@legacyhomedesign.com
legacyhomedesign.com



A.5

4/20/2020



SQUARE FOOTAGE

MAIN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
SECOND LEVEL	1,507 SF	1,475 SF	1,442 SF	1,333 SF	5,757 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1,637 SF

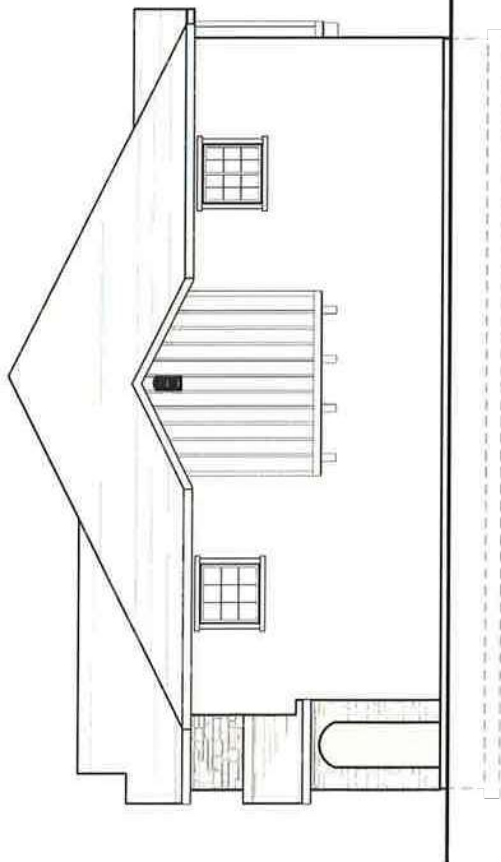
SECOND FLOOR
GREGORY 4-PLEX

1338 S Federal Drive #201
Salt Lake City, UT 84108

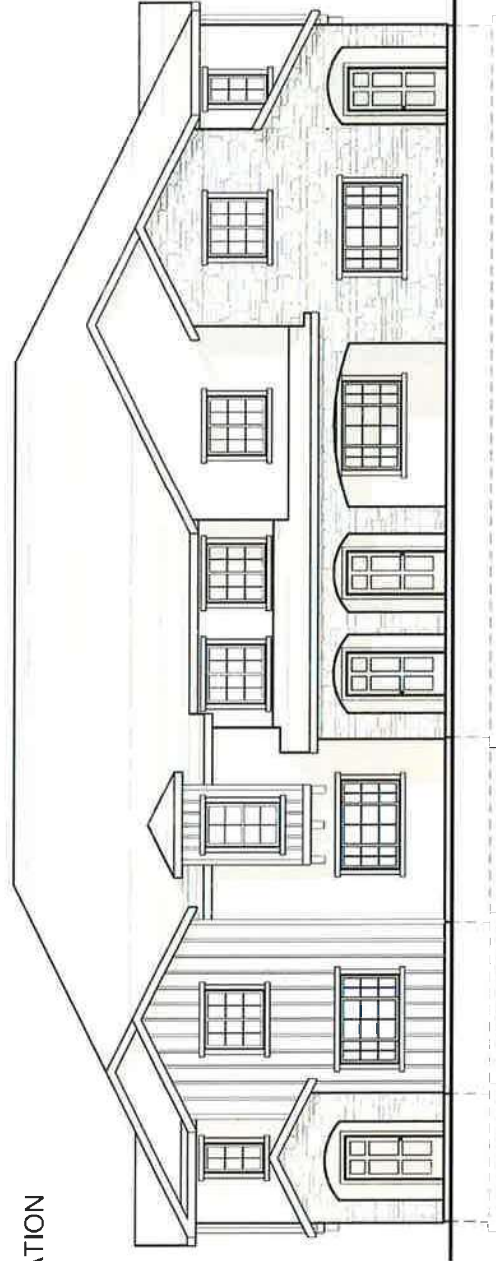


295 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacyhomedesign.com
legacyhomedesign.com





RIGHT ELEVATION



FRONT ELEVATION

SQUARE FOOTAGE

MAN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
SECOND LEVEL	543 SF	577 SF	891 SF	929 SF	2940 SF
GARAGE	1507 SF	1475 SF	442 SF	1533 SF	6037 SF
	405 SF	403 SF	403 SF	405 SF	1637 SF

ELEVATIONS

GREGORY 4-PLEX

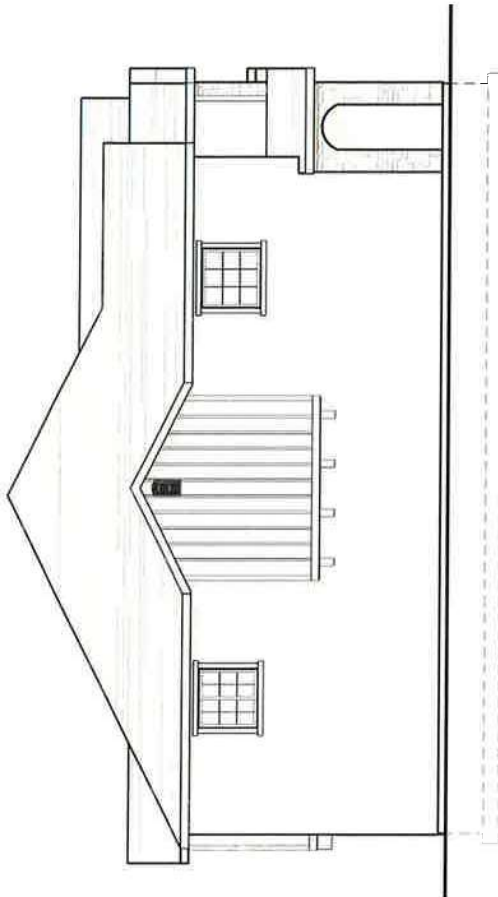
COLOR VARIATION 2

1538 S. Federal Drive #201
Salt Lake City, UT 84108

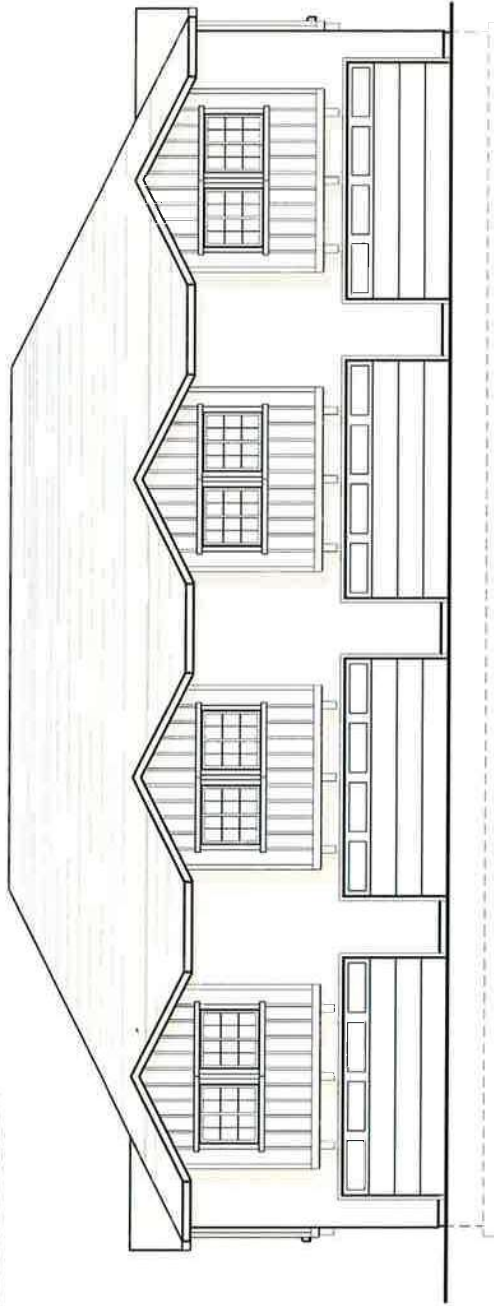


295 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacyhomedesign.com
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LEFT ELEVATION



BACK ELEVATION

295 W. Center St.
Provo, UT 84601
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greg@legacyhomedesign.com
legacyhomedesign.com



1328 S. Federal Drive #201
Salt Lake City, UT 84108

ELEVATIONS GREGORY 4-PLEX

COLOR VARIATION 2

SQUARE FOOTAGE

MAIN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
SECOND LEVEL	943 SF	942 SF	941 SF	940 SF	2766 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1637 SF
	1507 SF	1475 SF	1442 SF	1533 SF	6033 SF

4/20/2020

A.7



FRONT ELEVATION

6 7

2 3

LEGEND

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 STUCCO w/ FOAM CORBEL - SMOOTH FINISH
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

Ent 495995 Bk 1343 Pg 1694

A.1

4/20/2020

SQUARE FOOTAGE

	UNIT	BUILDING
MAIN LEVEL	500 SF	3161 SF
SECOND LEVEL	293 SF	1773 SF
	1465 SF	8832 SF
GARAGE	409 SF	2455 SF

Ent 495996 Bk 1343 Pg 1781

ELEVATIONS
GREGORY 6-PLEX

COLOR VARIATION 3



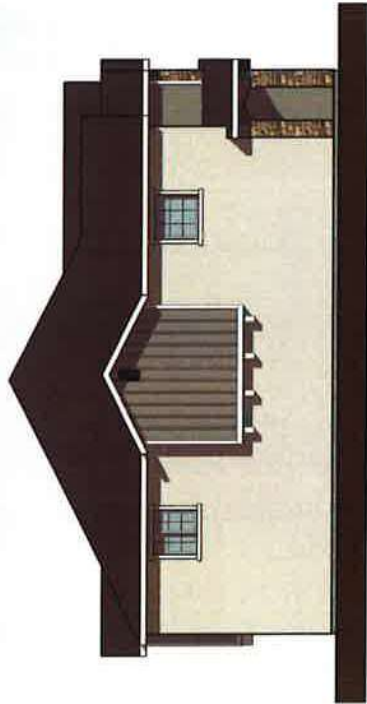
1339 S Foxhall Drive #201
Salt Lake City, UT 84108

293 W Center St.
Provo, UT 84601
801.735.6314
greg@legacyhomedesign.com
legacyhomedesign.com

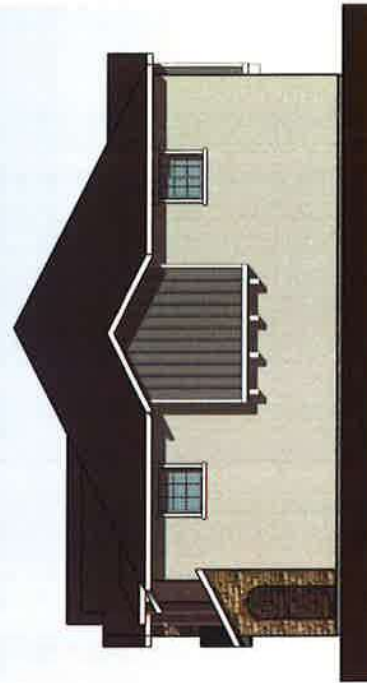




BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

255 W. Center St.
3rd Floor, Salt Lake City, UT 84101
801.725.6314
gray@legacyhomedesign.com
legacyhomedesign.com



1333 S. Foothill Drive #201
Salt Lake City, UT 84106

ELEVATIONS
GREGORY 6-PLEX

COLOR VARIATION 3

SQUARE FOOTAGE	
UNIT	BUILDING
MAIN LEVEL	3181 SF
SECOND LEVEL	2751 SF
	1489 SF
GARAGE	403 SF
	2455 SF

4/20/2020

A.2



REAR PERSPECTIVE



FRONT PERSPECTIVE

Ent 495995 Bk 1343 Pg 1696

Ent 495996 Bk 1343 Pg 1783



285 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacyhomedesign.com
legacyhomedesign.com



1335 S. Eagle Drive #201
Salt Lake City, UT 84108

EXTERIOR PERSPECTIVES

GREGORY 6-PLEX COLOR VARIATION 3

SQUARE FOOTAGE

MAIN LEVEL	UNIT	BUILDING
SECOND LEVEL	550 SF	3 81 SF
	455 SF	575 SF
	435 SF	652 SF
GARAGE	405 SF	2455 SF

4/20/2020

A.3

A.4

4/20/2020

SQUARE FOOTAGE

MAIN LEVEL	UNIT	BUILDING
SECOND LEVEL	539 SF	3161 SF
	1459 SF	5751 SF
	1459 SF	8502 SF
GARAGE	408 SF	2455 SF

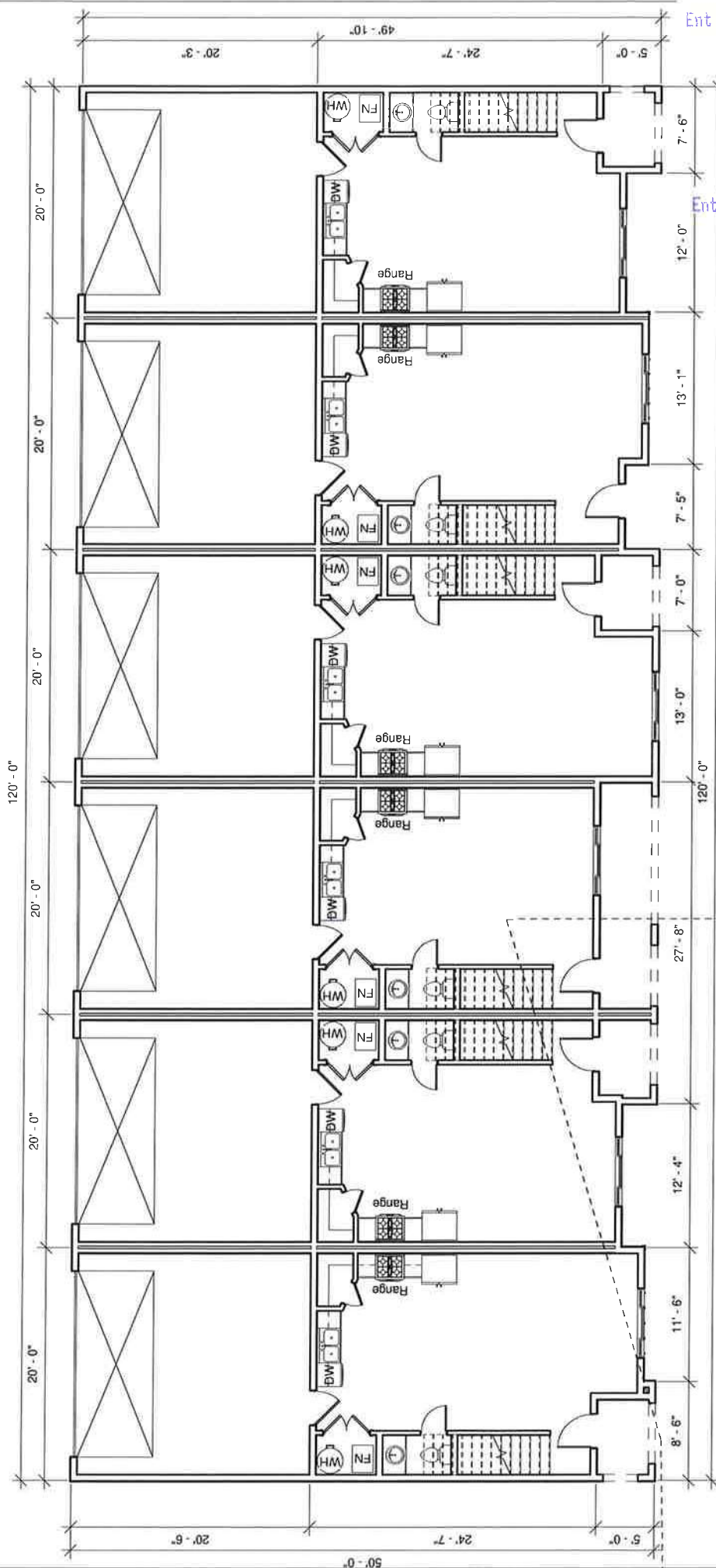
COLOR VARIATION 3

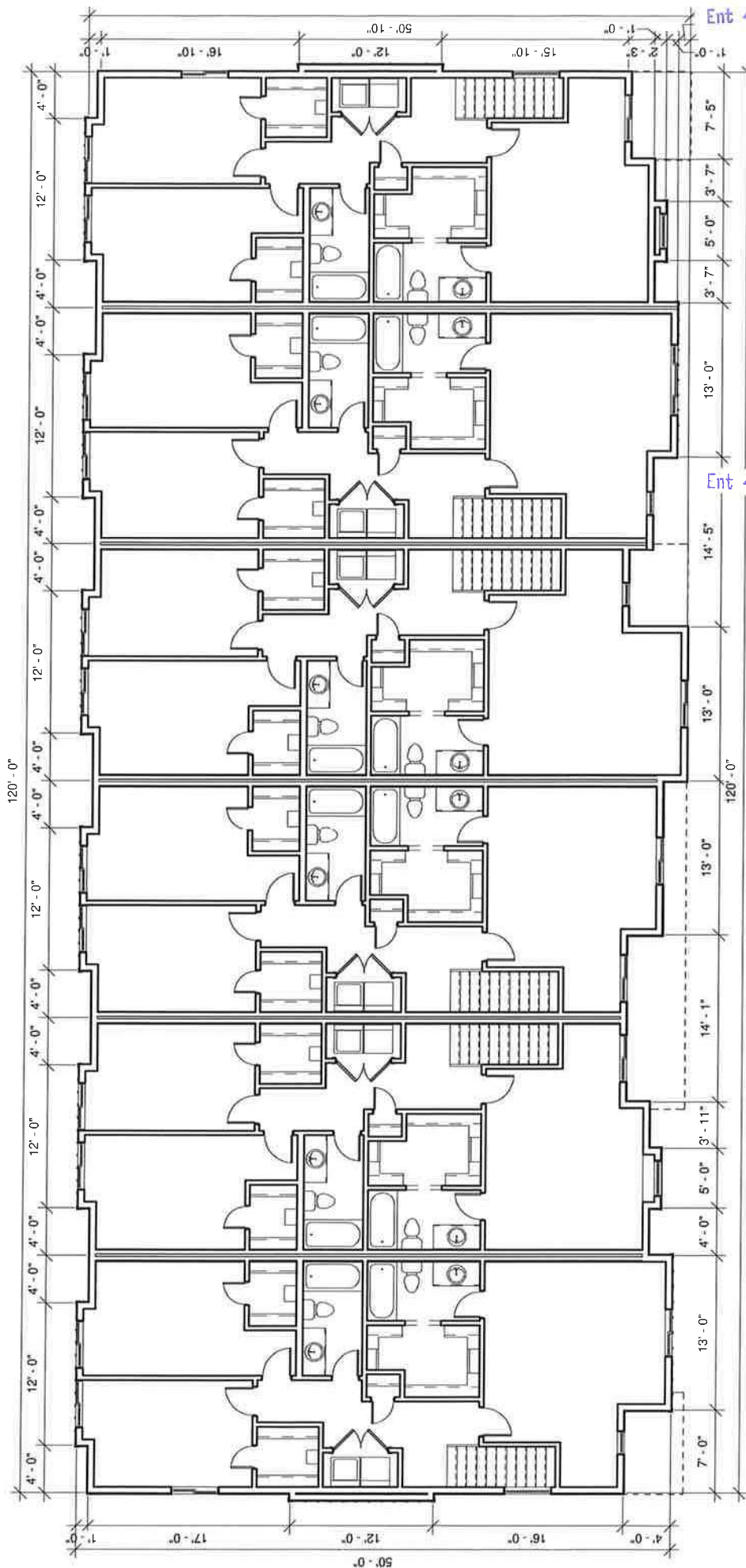
FIRST FLOOR
GREGORY 6-PLEX

1238 S Federal Drive, 201
Salt Lake City, UT 84108



2405 W Center St.
Provo, UT 84601
801.725.5314
greg@legacyhomedesign.com
legacyhomedesign.com





Ent 495995 Bk 1343 Pg 1698

A.5

4/20/2020

SQUARE FOOTAGE	
BUILDING	UNIT
MAIN LEVEL	539 SF
SECOND LEVEL	908 SF
GARAGE	148 SF
	8952 SF
	2455 SF

Ent 495996 Bk 1343 Pg 1785

SECOND FLOOR
GREGORY 6-PLEX

COLOR VARIATION 3

1338 S Federal Drive #401
Salt Lake City, UT 84108



205 W. Center St.
3rd Floor
Provo, UT 84601
801.735.6314
greg@legacyhomedesign.com
legacyhomedesign.com



A.6

4/20/2020

SQUARE FOOTAGE	
UNIT	BUILDING
539 SF	9,461 SF
SECOND LEVEL	1,488 SF
408 SF	24,555 SF
GARAGE	

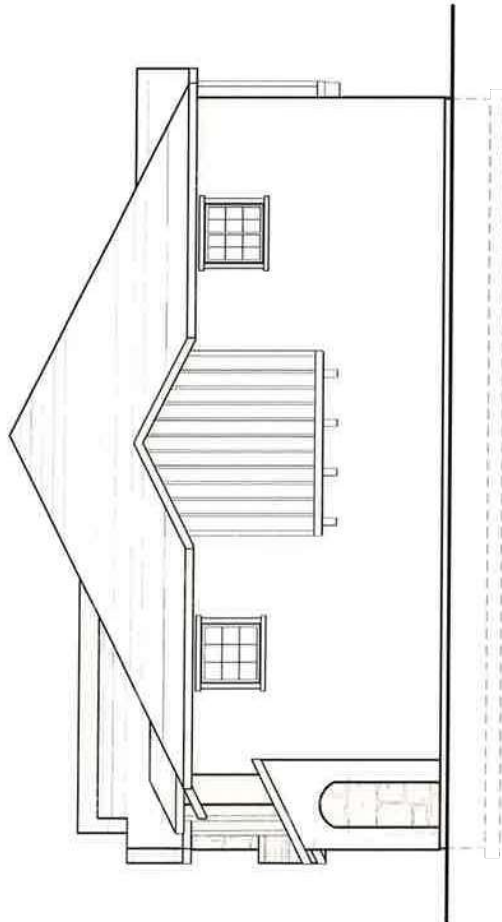
COLOR VARIATION 3

ELEVATIONS GREGORY 6-PLEX

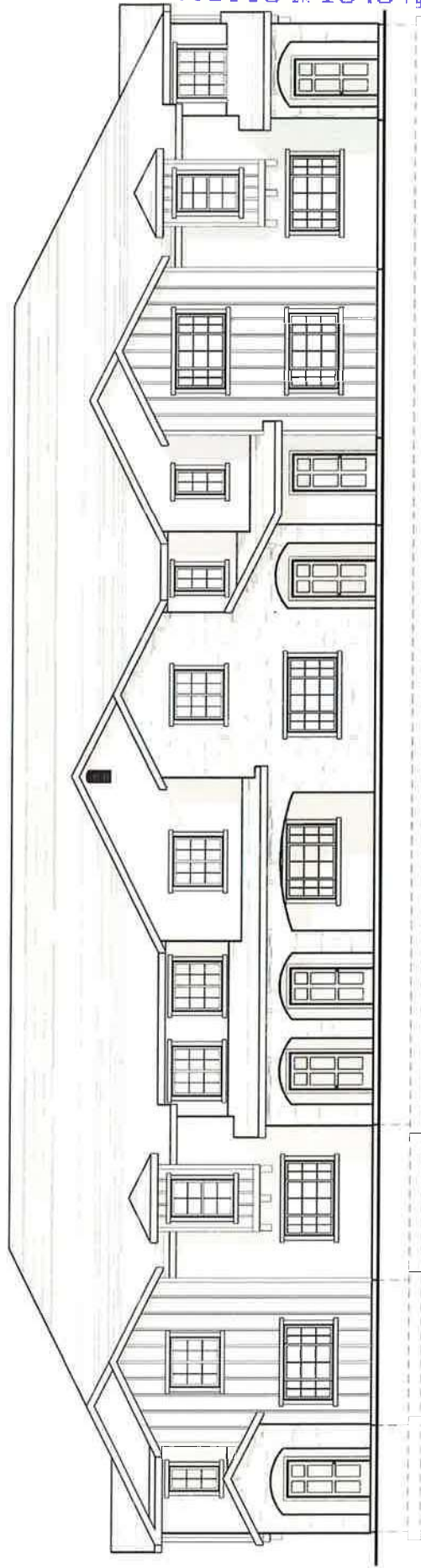
1336 S Foothill Drive #001
Salt Lake City, UT 84108



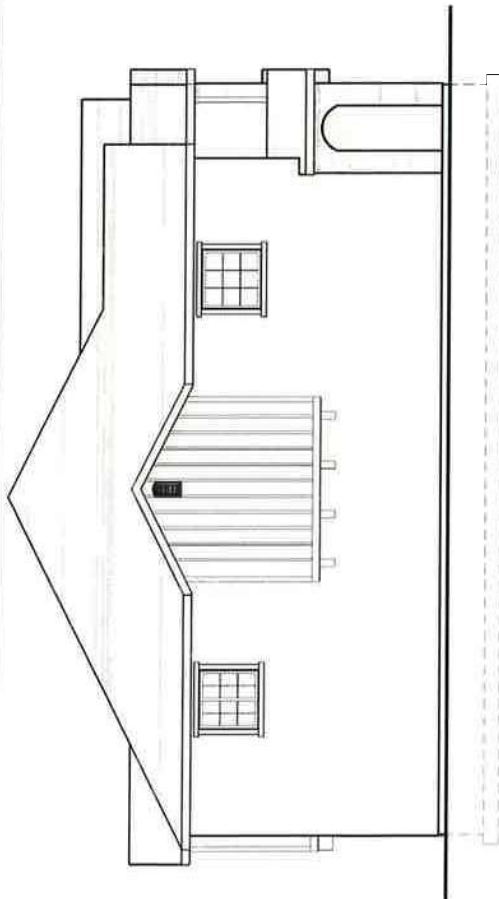
295 W. Center St.
2nd Floor
Provo, UT 84601
801.735.6314
provo@legacyhomedesign.com
legacyhomedesign.com



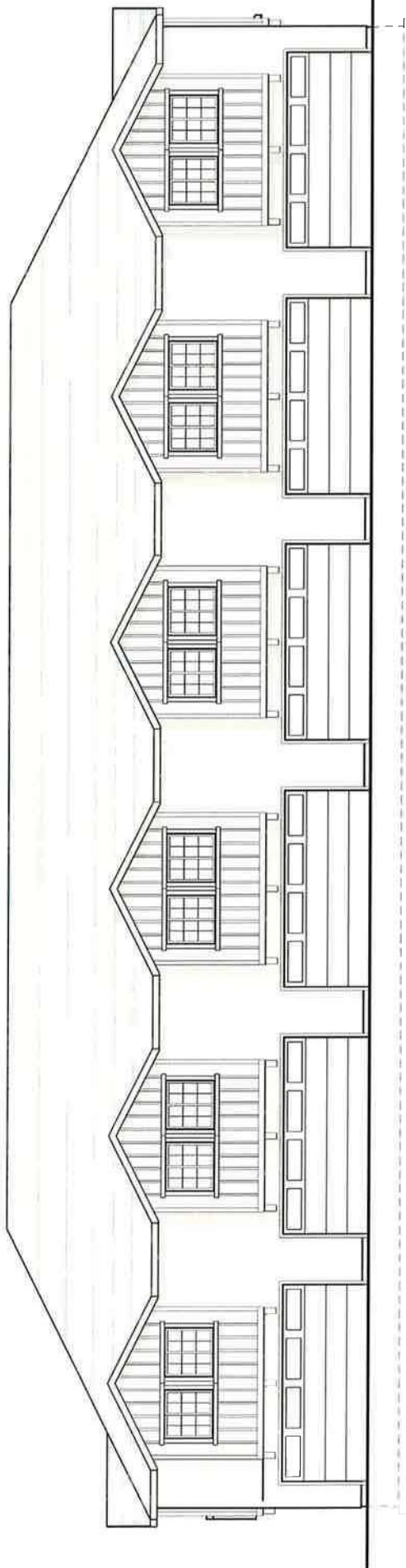
RIGHT ELEVATION



FRONT ELEVATION



LEFT ELEVATION



BACK ELEVATION

285 W Center St.
3rd Floor
Salt Lake City, UT 84103
greg@legacyhomedesign.com
legacyhomedesign.com



1338 S Federal Drive, 601
Salt Lake City, UT 84108

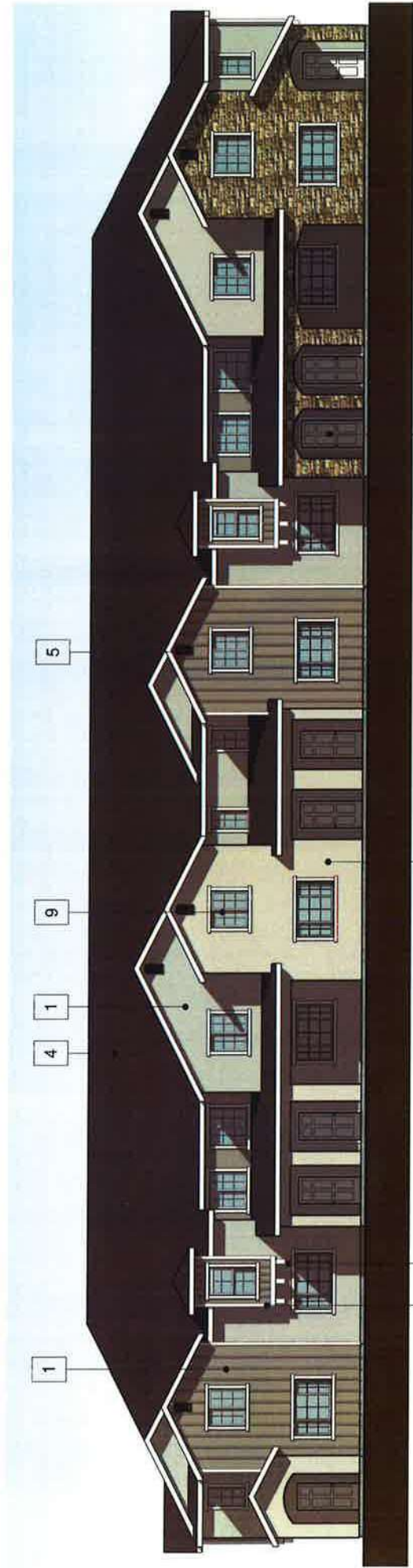
ELEVATIONS GREGORY 6-PLEX

COLOR VARIATION 3

SQUARE FOOTAGE			
	UNIT	BUILDING	
MAIN LEVEL	530 SF	3181 SF	
SECOND LEVEL	489 SF	5751 SF	
		1489 SF	8632 SF
GARAGE	409 SF		2455 SF

4/20/2020

A.7



FRONT ELEVATION

7

6

3

2

1

4

1

9

5

1

LEGEND

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 STUCCO w/ FOAM CORBEL - SMOOTH FINISH
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

Ent 495995 Bk 1343 Pg 1701

Ent 495996 Bk 1343 Pg 1788

SQUARE FOOTAGE

MAIN LEVEL	SECOND LEVEL	UNIT	BUILDING
1,486 SF	1,486 SF	327 SF	4,299 SF
GARAGE		409 SF	327 SF

A.1

4/21/2020

ELEVATIONS
GREGORY 8-PLEX

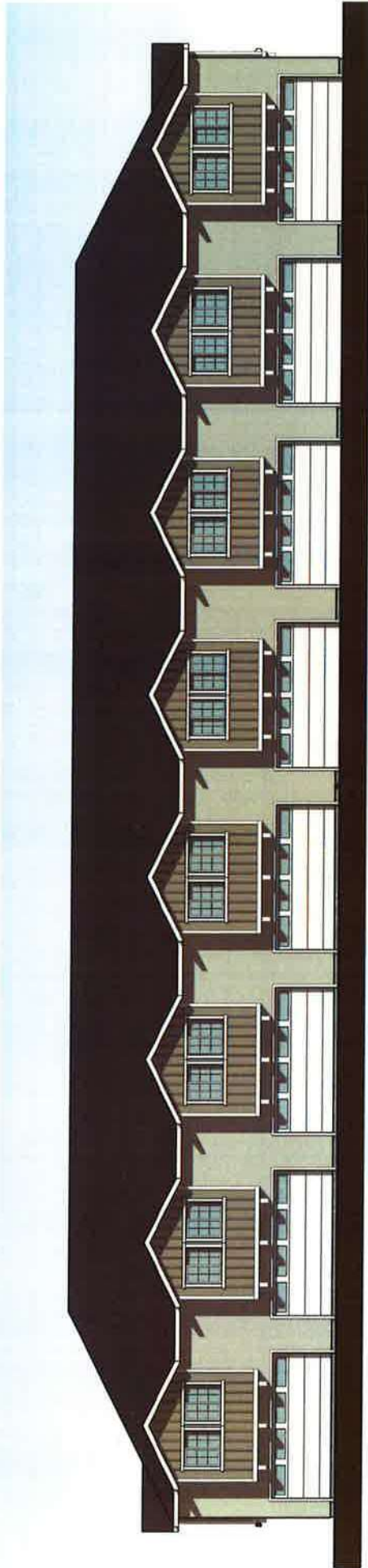
COLOR VARIATION 4



1334 S. Federal Drive #201
Salt Lake City, UT 84106

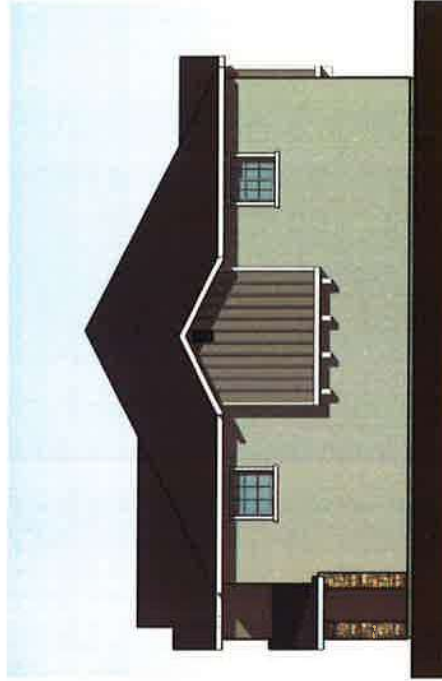
295 W. Center St.
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legacyhomedesign.com





BACK ELEVATION

Ent 495995 Bk 1343 Pg 1702



RIGHT ELEVATION

Ent 495996 Bk 1343 Pg 1789



LEFT ELEVATION

ELEVATIONS GREGORY 8-PLEX

1308 S. Eagle Creek Drive #204
Salt Lake City, UT 84108



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SQUARE FOOTAGE

MAIN LEVEL	UNIT	BUILDING
353 SF	527 SF	4219 SF
406 SF	527 SF	7673 SF
		11352 SF
GARAGE	409 SF	3273 SF

COLOR VARIATION 4

4/21/2020

A.2



REAR PERSPECTIVE



FRONT PERSPECTIVE

255 W. Center St.
Provo, UT 84601
801.735.6314
greg@legacyromadesign.com
legacyromadesign.com



1338 S. Forest Drive #201
Salt Lake City, UT 84108

EXTERIOR PERSPECTIVES

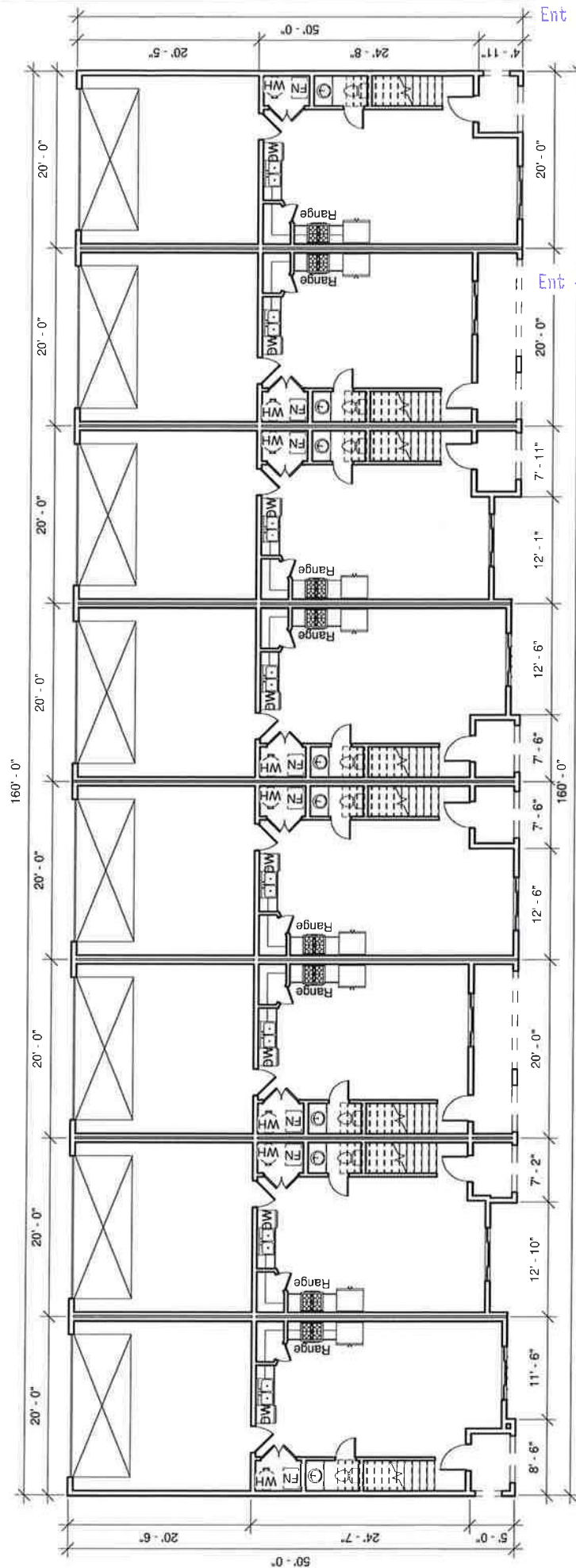
GREGORY 8-PLEX COLOR VARIATION 4

SQUARE FOOTAGE

	UNIT	BUILDING
MAIN LEVEL	527 SF	4219 SF
SECOND LEVEL	929 SF	7573 SF
	1456 SF	11892 SF
GARAGE	409 SF	3273 SF

4/21/2020

A.3



A.4

4/21/2020

SQUARE FOOTAGE

UNIT	BUILDING
MAIN LEVEL	52 SF
SECOND LEVEL	4219 SF
GARAGE	3273 SF
	488 SF
	11882 SF

FIRST FLOOR

GREGORY 8-PLEX

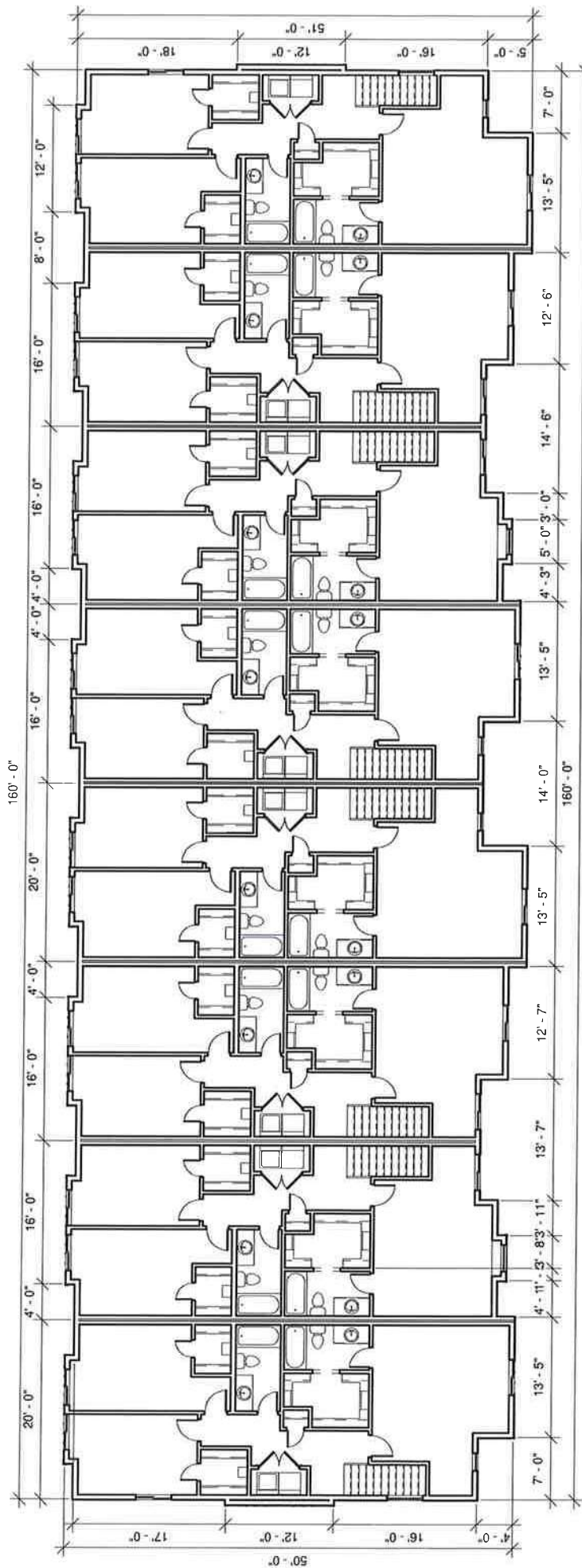
COLOR VARIATION 4



1398 S Foothill Drive #201
Salt Lake City, UT 84108

295 W Center St.
Provo, UT 84601
801.735.6314
greg@legacymadison.com
legacymadison.com





Ent 495995 Bk 1343 Pg 1705

A.5

4/21/2020

Ent 495996 Bk 1343 Pg 1792

SQUARE FOOTAGE

UNIT	BUILDING
527 SF	4279 SF
559 SF	7673 SF
1486 SF	11692 SF
GARAGE	409 SF
	3273 SF

COLOR VARIATION 4

**SECOND FLOOR
GREGORY 8-PLEX**

1398 S Foothill Drive #201
Salt Lake City, UT 84105



288 W Center St.
Salt Lake City, UT 84101
801.735.8314
greg@legacyanddesign.com
legacyanddesign.com



SQUARE FOOTAGE	
MAIN LEVEL	UNIT BUILDING
527 SF	4219 SF
993 SF	7673 SF
1486 SF	11652 SF
GARAGE	409 SF
	3273 SF

COLOR VARIATION 4

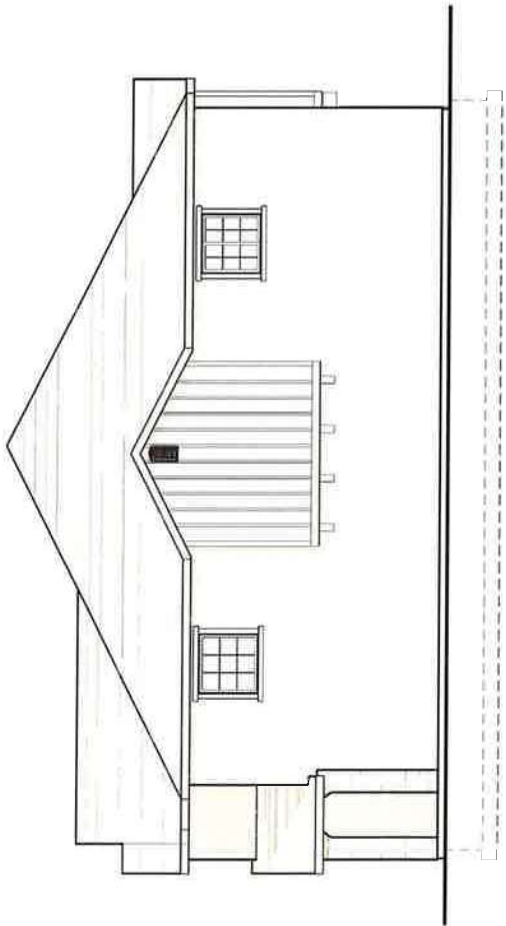
ELEVATIONS

GREGORY 8-PLEX

1308 S Foothill Drive #601
Salt Lake City, UT 84108



295 W Center St.
3rd Floor
Salt Lake City, UT 84101
801.225.8314
greg@legacyhomedesign.com
legacyhomedesign.com



RIGHT ELEVATION



FRONT ELEVATION

SQUARE FOOTAGE	
UNIT	BUILDING
MAIN LEVEL	527 SF
SECOND LEVEL	4219 SF
GARAGE	148 SF
	1894 SF
GARAGE	408 SF
	3273 SF

COLOR VARIATION 4

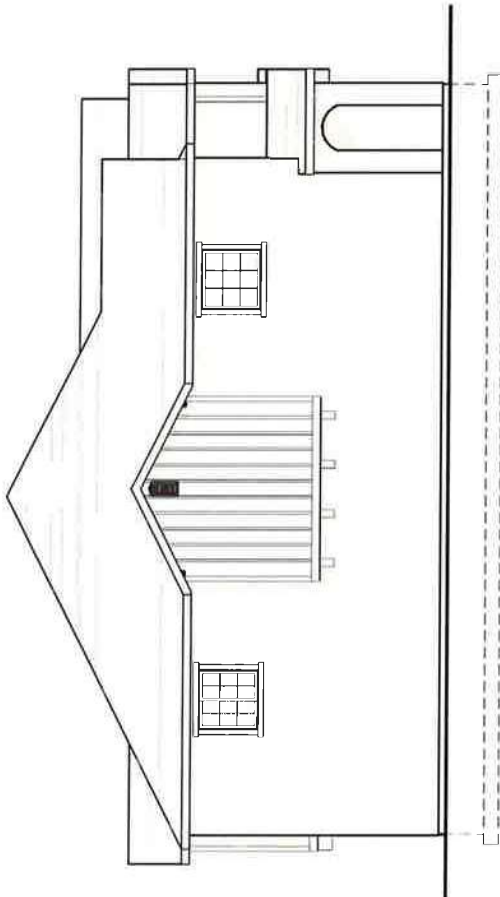
ELEVATIONS

GREGORY 8-PLEX

1328 S. Foothill Drive #201
Salt Lake City, UT 84108



225 W. Center St.
Provo, UT 84601
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LEFT ELEVATION



BACK ELEVATION

EXHIBIT E

Permitted Commercial Uses Under Rezone

18.28.030 Permitted Uses

The following uses shall be permitted in the C-2 commercial zone upon compliance with requirements set forth in this title:

- ~~A. Beer parlors and alcohol dispensing establishments;~~
- ~~B. Electrical appliance shops (wholesale);~~
- ~~C. Fraternity buildings, clubs, lodges;~~
- ~~D. Funeral establishments, mortuaries and wedding chapels;~~
- ~~E. Used car lots;~~
- F. Gymnasium or physiculture establishments;
- G. Home occupations (board of adjustment approval not required);
- ~~H. Hospitals;~~
- I. Household Pet Daycare as defined and regulated by Title 6 of this Code, provided all kennels are located indoors and each building containing kennels is located at least 400 feet from any residentially zoned property;
- J. Motels, cafes, food drive-ins, offices;
- ~~K. Office buildings, clinics and public utility buildings;~~
- ~~L. Parking lots, commercial;~~
- ~~M. Pawn shops;~~
- ~~N. Recreation vehicle courts subject to requirements set forth in Chapter 18.96 of this title;~~
- O. Retail establishments and service enterprises;
- ~~P. Revival tents, temporary;~~
- ~~Q. Schools and other public buildings;~~
- R. Secondhand stores;
- ~~S. Gas stations;~~
- T. On-premises signs;
- ~~U. Utility buildings and public buildings;~~
- ~~V. Wholesale establishments with stock on premises but excluding establishments whose principal activity is that of a storage warehouse;~~
- W. Other uses similar to the foregoing uses which are ruled by the board of adjustment to be in harmony with the intent of this zone.

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- X. Nursery schools, family day care, mini-day care, and day care centers if they meet the conditions set forth in Chapter 18.86.
- Y. One-family dwellings located one story above or below the ground floor level if (a) each dwelling unit contains at least 500 square feet of living space and (b) in addition to the parking required by Section 18.72 for the commercial portion of the building, at least one parking place is assigned to and available for each such dwelling unit (this provision, as to said individual units, supersedes section 18.72.020 N 1).
- Z. The keeping of grazing animals as regulated by Section 18.68.135.

AA. CRAFTSMAN Industrial Uses.

1. Location. Craftsman Industrial Uses shall be located in areas defined as Project Type B in the C-2 & C-4 Design Criteria (south of 1200 South in the C-2 Commercial Zone).
2. Craftsman Industrial Use Limitations. Craftsman Industrial uses shall:
 - a. Not produce offensive noise, vibration, fumes, smoke, gas, light, dust or other particulate matter, odor, heat, humidity, glare, magnetic or electrical interference or other objectionable impacts extending beyond the property line;
 - b. Occur entirely within a building;
 - c. Be limited to a maximum of 20,000 square feet gross floor area per building; and
 - d. Screen outdoor storage as viewed from the public street with a sight obscuring fence and landscaping.
3. Permitted Craftsman Industrial Uses. Such uses involve small scale fabrication, manufacturing, production, assembly and repair. Resulting products are intended for end users and consumers rather than as intermediates for use by other industries. Craftsman Industrial Uses are limited to the following uses; any use not specifically mentioned is prohibited:
 - a. Art, Pottery, Ceramics & Related Products;
 - b. Athletic and Outdoor Recreation Goods, Toys;
 - c. ~~Auto-Mechanic, Auto-Body and Fender Shops, Auto-Painting;~~
 - d. Apparel, Cloth, Textiles, Leather Products, Shoe, Boots;
 - e. Bakery & Confections, Canning & Preserving Food, Dairy Products, Meat & Fish Products (no Processing);
 - f. Beverages, including Alcohol, Soft Drinks, Coffee Botanical Products;
 - g. ~~Commercial Scale Copying & Printing, Engraving, Publishing & Allied Industries;~~
 - h. ~~Construction Special Trade Contractors;~~

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- ~~i. Electronics Assembly, Electrical Fixtures, Assembly of Appliances from previously prepared parts;~~
- ~~j. Fabricated Metal Products, Welding;~~
- ~~k. Household Textiles, Upholstery, Furniture & Fixtures, Woodworking;~~
- ~~l. Jewelry, Watches, Clocks, & Silverware;~~
- ~~m. Musical Instruments & Parts;~~
- ~~n. Signs & Advertising;~~
- ~~o. Smithing, Tawidormy; and~~
- ~~p. Stone and Monument;~~

HISTORY

Adopted by Ord. 199 §02.0912.02 on 11/6/1973
Amended by Ord. 202 §2 on 3/19/1974
Amended by Ord. 220 on 1/1/1978
Amended by Ord. 89-10 on 12/7/1989
Amended by Ord. 90-12 on 12/20/1990
Amended by Ord. 92-12 on 8/20/1992
Amended by Ord. 98-05 on 5/7/1998
Amended by Ord. 99-23 on 11/18/1999
Amended by Ord. 2012-03 on 4/5/2012
Amended by Ord. 2018-20 on 5/17/2018
Amended by Ord. 2020-20 Amending C-2 Commercial Zone Uses on 4/21/2020

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EXHIBIT F-1
Calculation of Equivalent Residential Units

ERU Calculation			
Bedroom Count	1 Bed	2 Bed	3 Bed
Unit Total	16	48	104
ERU Per unit	0.33	0.5	0.75
ERU Total Per Unit Type	5.28	24	78
Total ERU Count for the Project			107.28
Total Housing Project Acres			12.9
Total ERU's Per Acre			8.32

EXHIBIT F-2

Wasatch County Affordable and Attainable Housing Table

AFFORDABLE HOUSING OFFER <=80% AMI

15% of ERU's to be deed-restricted inclusive housing = 25 units = 16.41 ERU's

For Sale Townhomes (12):

8 units sold at 70% AMI pricing = \$330k

4 units sold at 60% AMI pricing = \$276k

For Rent Townhomes (5):

3-bedroom: 5 rented at 80% AMI = \$1659

For Rent Apartments (8):

2-bedroom: 3 rented at 80% AMI = \$1518

2-bedroom: 3 rented at 60% AMI = \$1076

1-bedroom 1 rented at 80% AMI = \$1164

1-bedroom: 1 rented at 60% AMI = \$811

ATTAINABLE HOUSING OFFER <=100% AMI

85% of ERU's to be market rate attainable housing (not deed restricted) = 143 units = 91 ERU's

For Sale Townhomes (42)

42 units sold <= 90% AMI pricing

For Rent Townhomes (45)

3-bedroom: 5 rented <= 100% AMI

For Rent Apartments (56)

2-bedroom: 42 rented <= 100% AMI

1 bedroom 14 rented <= 100% AMI

Wasatch County Affordable and Attainable Housing						
Household Size	1	2	3	4	5	6
2020 Annual Median Income	\$ 61,880.00	\$ 70,720.00	\$ 79,560.00	\$ 88,400.00	\$ 95,473.00	\$102,544.00
100% AMI Monthly	\$ 5,156.70	\$ 5,893.30	\$ 6,630.00	\$ 7,366.70	\$ 7,956.00	\$ 8,545.30
80% AMI	\$ 49,504.00	\$ 56,576.00	\$ 63,648.00	\$ 70,720.00	\$ 76,378.00	\$ 82,035.00
80% Monthly AMI	\$ 4,125.30	\$ 4,714.70	\$ 5,304.00	\$ 5,893.30	\$ 6,364.80	\$ 6,836.30
60% AMI	\$ 37,128.00	\$ 42,432.00	\$ 47,736.00	\$ 53,040.00	\$ 57,283.50	\$ 61,526.30
60% Monthly AMI	\$ 3,094.00	\$ 3,536.00	\$ 3,978.00	\$ 4,420.00	\$ 4,773.60	\$ 5,127.20
Rental Rates	Stacked Flats	Stacked Flats	Stacked Flats	Stacked Flats	Townhome	Townhome
Min Bedrooms	1	1	2	2	3	3
100% AMI	\$ 1,297.00	\$ 1,518.00	\$ 1,739.00	\$ 1,960.00	\$ 2,137.00	\$ 2,314.00
80% AMI	\$ 988.00	\$ 1,164.00	\$ 1,341.00	\$ 1,518.00	\$ 1,659.00	\$ 1,691.00
60% AMI	\$ 678.00	\$ 811.00	\$ 943.00	\$ 1,076.00	\$ 1,138.00	\$ 1,182.00
Housing Purchase Rates	Condo	Condo	Condo	Either	Townhome	Townhome
Min Bedrooms	1	1	2	2	3	3
100% AMI	\$278,000.00	\$318,000.00	\$358,000.00	\$398,000.00	\$430,000.00	\$461,000.00
80% AMI	\$222,400.00	\$254,400.00	\$286,400.00	\$318,400.00	\$344,000.00	\$368,800.00
60% AMI	\$166,800.00	\$190,800.00	\$214,800.00	\$238,800.00	\$258,000.00	\$276,600.00

Old Mill Village Rental Rates						
Rental Rates	Unit Count	Stacked Flats	Unit Count	Stacked Flats	Unit Count	Townhome
Min Bedrooms		1		2		3
100% AMI	14	\$ 1,350.00	42	\$ 1,850.00	46	\$ 2,198.00
80% AMI (Deed Restricted)	1	\$ 1,164.00	3	\$ 1,518.00	4	\$ 1,659.00
60% AMI (Deed Restricted)	1	\$ 811.00	3	\$ 1,076.00	0	\$ -

Old Mill Village Owner Occupied Pricing		
Purchase Rates on 3 Bed Townhomes	Unit Count	Price
80% AMI	42	\$368,000.00
70% AMI (Deed Restricted)	8	\$330,000.00
60% AMI (Deed Restricted)	4	\$276,000.00

EXHIBIT F-3

2020 PURCHASE PRICES AND RENTAL RATES

WASATCH COUNTY AFFORDABLE and ATTAINABLE HOUSING

HOUSEHOLD SIZE	1	2	3	4	5	6
2020 Annual Median Income	\$ 61,880	\$ 70,720	\$ 79,560	\$ 88,400	\$ 95,473	\$ 102,544
100% AMI Monthly Income	\$ 5,156.7	\$ 5,893.3	\$ 6,630.0	\$ 7,366.7	\$ 7,956.0	\$ 8,545.3
Hourly Wages	\$ 29.8	\$ 34.1	\$ 38.3	\$ 42.6	\$ 46.0	\$ 49.4
80% AMI	\$ 49,504.0	\$ 56,576.0	\$ 63,648.0	\$ 70,720.0	\$ 76,378.0	\$ 82,035.0
80% AMI Monthly Income	\$ 4,125.3	\$ 4,714.7	\$ 5,304.0	\$ 5,893.3	\$ 6,364.8	\$ 6,836.3
Hourly Wages	\$ 23.8	\$ 27.3	\$ 30.7	\$ 34.1	\$ 36.8	\$ 39.5
60% AMI	\$ 37,128.0	\$ 42,432.0	\$ 47,736.0	\$ 53,040.0	\$ 57,283.5	\$ 61,526.3
60% AMI Monthly Income	\$ 3,094.0	\$ 3,536.0	\$ 3,978.0	\$ 4,420.0	\$ 4,773.6	\$ 5,127.2
Hourly Wages	\$ 17.88	\$ 20.44	\$ 22.99	\$ 25.55	\$ 27.59	\$ 29.64

RENTAL RATES	stacked flat	stacked flat	stacked flat	stacked flat	townhome	townhome
Min Bedrooms	1	1	2	2	3	3
100% AMI MAX RENT	\$ 1,297	\$ 1,518	\$ 1,739	\$ 1,960	\$ 2,137	\$ 2,314
80% AMI MAX RENT	\$ 988	\$ 1,164	\$ 1,341	\$ 1,518	\$ 1,659	\$ 1,801
60% AMI MAX RENT	\$ 678	\$ 811	\$ 943	\$ 1,076	\$ 1,182	\$ 1,338

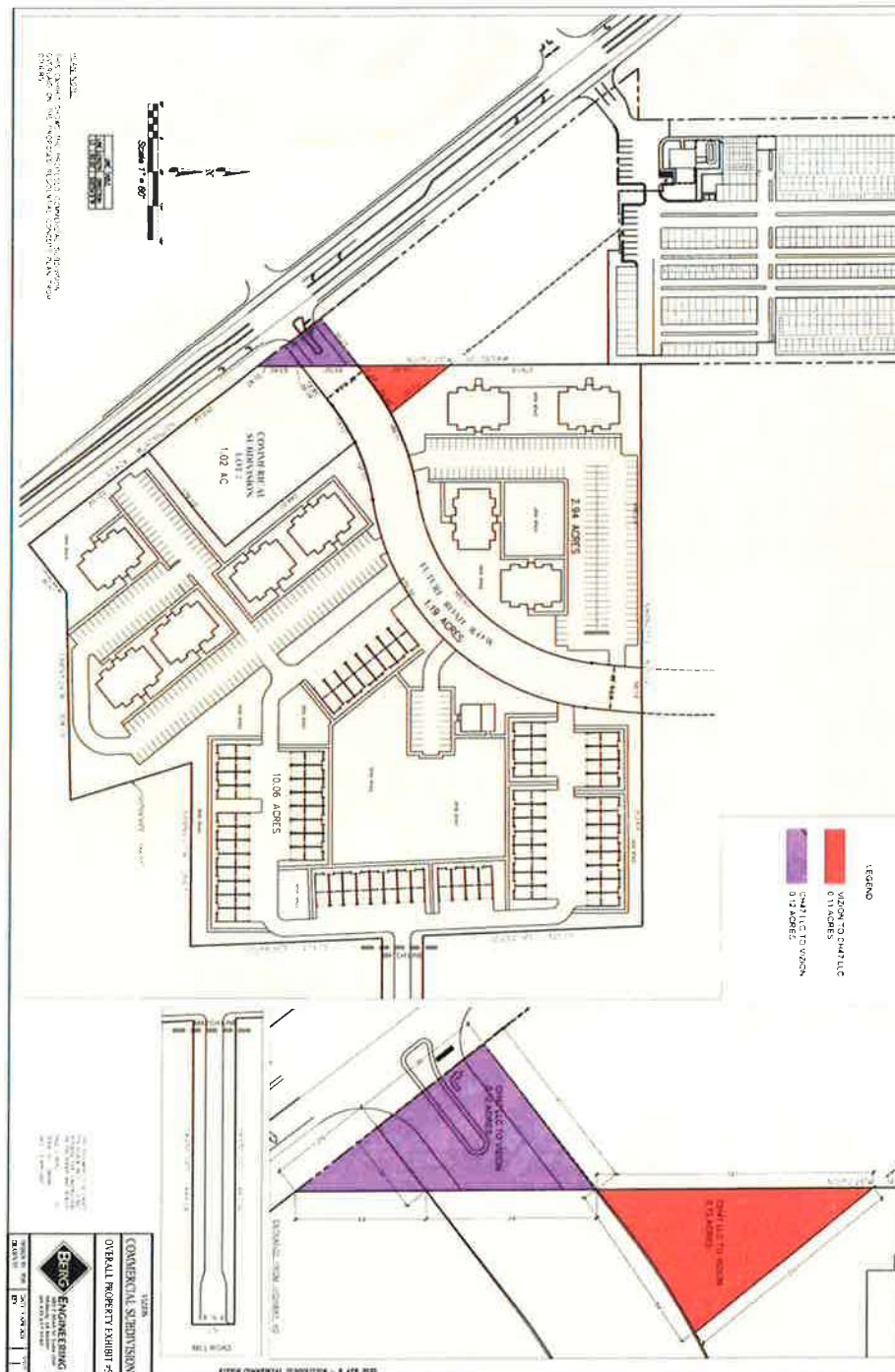
assume \$250/mo utilities

HOUSE PURCHASE PRICE	condo	condo	condo	either	townhome	townhome
Min Bedrooms	1	1	2	2	3	3
100% AMI MAX PURCHASE	\$ 270,000	\$ 305,000	\$ 345,000	\$ 380,000	\$ 415,000	\$ 445,000
90% AMI MAX PURCHASE	\$ 243,000	\$ 274,500	\$ 310,500	\$ 342,000	\$ 373,500	\$ 400,500
80% AMI MAX PURCHASE	\$ 216,000	\$ 244,000	\$ 276,000	\$ 304,000	\$ 332,000	\$ 356,000
70% AMI MAX PURCHASE	\$ 189,000	\$ 213,500	\$ 241,500	\$ 266,000	\$ 290,500	\$ 311,500
60% AMI MAX PURCHASE	\$ 162,000	\$ 183,000	\$ 207,000	\$ 228,000	\$ 249,000	\$ 267,000

30-yr loan at 3% + PT and ins

EXHIBIT G

Land Exchange Engineered Drawing





Heber City Council Staff Report

MEETING DATE: 11/5/2024
SUBJECT: Removal From Office Planning Commission Appointee
RESPONSIBLE:
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

None