

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

August 1, 2023

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

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

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

1. Financial Audit Service Interviews (Prospective Accounting Firms) - *90 min*
2. Main Street Park Bandshell Concept (Jamie Baron, Planning Manager) - *15 min*

II. BREAK - 10 MIN

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

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

IV. CONFLICT OF INTEREST DISCLOSURE:

V. CONSENT AGENDA:

1. Ordinance 2023-19 Trails Code Amendment (Tony Kohler, Community Development Director)
2. Ordinance 2023-23 amending the LRemington MDA located at 160 W 500 N (Jamie Baron, Planning Manager)
3. Consent to Pursue Development Agreement for Wasatch County Events Center (Tony Kohler, Community Development Director)
4. Appointment of D. Scott Crook as Employee Appeals Board / Employee Hearing Officer (Heidi Franco, Mayor)

VI. PUBLIC COMMENTS:

VII. GENERAL BUSINESS ITEMS:

1. Heber City Historic Preservation Committee (Michael Moulton, Historical Chair) - *10 min*
2. City Branding Initiative Update (Ryan Bunnell) - *20 min*

3. Muirfield and Coyote Springs Park Plans (Jamie Baron, Planning Manager)
4. Monthly Current Development Report (Planning Department, Jamie Baron, Planning Manager) - *10 min*

VIII. ACTION ITEMS:

1. Ordinance 2023-29; Creation of an Advisory Arts Committee (Matt Brower, City Manager) - *15 min*
2. Ordinance 2023-30 Sensitive Lands Amendment (Tony Kohler, Community Development Director) - *30 min*
3. Ordinance 2023-20 Affordable Housing Amendment (Tony Kohler, Community Development Director) - *20 min*
4. Authorize staff to negotiate and enter into an agreement with Centricity for Cityworks AMS and PLL Implementation Services in an amount not to exceed \$218,000. (Russ Funk, Engineering Director) - *10 min*
5. MOU between Wasatch County, Heber City, and the Church of Jesus Christ of Latter Day Saints regarding land use authority, required improvements, and maintenance responsibility relating to the Heber Valley Temple Project (Russ Funk, Engineering Director) - *10 Min*
6. Contract for City's Professional Accounting Services (Sara Nagel, Finance Manager) - *10 min*

IX. COMMUNICATION:

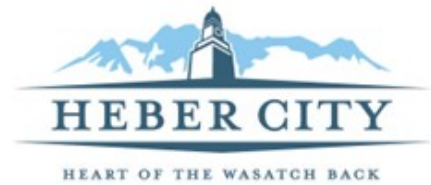
X. ADJOURNMENT:

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 7/27/2023, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Financial Audit Service Interviews
RESPONSIBLE: Prospective Accounting Firms
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The City updated the contract and scope of work with the accounting firm performing the annual financial audit in such a way that the accounting firm can no longer be the City's external auditor. The City's request for proposals (RFP) on the State of Utah's procurement website received 4 responses. The City's audit committee reviewed the proposals and recommended City Council interview the top three firms.

RECOMMENDATION

Conduct interviews of the top three auditing firms and identify the top firm for entering into negotiations for a long-term auditing service agreement.

BACKGROUND

Heber City is subject to an annual financial statement audit that is performed by an external audit firm. The external auditor expresses an opinion on whether the City's financial statements are free from material misstatement. The audit firm assesses the City's financial statements, taken as a whole, at the end of each fiscal year. Financial Statements and financial statement audits are important matters of compliance, and their results are key components in maintaining the City's credit rating and providing transparency for the City's stakeholders.

The auditing firm of K&C conducted the City's annual financial audit for the past three (3) years. The contract with K&C was updated to include consulting work for the City and K&C is no longer eligible to act as an independent auditor.

Staff prepared and submitted an RFP through the State of Utah's procurement website to qualified firms in June 2023.

Four (4) firms submitted responses to the City's RFP:

- Larson & Company
- Allred Jackson
- Gilbert & Stewart
- HBME

The City's audit committee comprising of Matt Brower, City Manager, Sara Nagel, Finance Director, Del Barney, PCFD, Scott Holbrook, Mountain Summit Advisors and Ryan Stack, Heber City Councilmember reviewed the four responses to the City's RFP and recommend three firms be

interviewed by the City Council. As a partner with a proposing firm, Ben Probst recused himself from the selection process. The three firms are: Gilbert and Stewart, Larson & Company, HBME.

DISCUSSION

Interviews with the top three auditing firms have been arranged for the August 1, 2023 work meeting. The order of the firm interviews is as follows:

- | | |
|----------------------|-----------|
| 1. Gilbert & Stewart | 4:10 p.m. |
| 2. Larson & Company | 4:30 p.m. |
| 3. HBME | 4:50 p.m. |

Each firm will be allowed 10 minutes for a presentation followed by a 10-minute question and answer session. During the work meeting, Council will discuss, rank and select the new audit firm. During the August 1, 2023 regular meeting, Council will approve the contract.

To assist Council members with the ranking of auditing firms, staff have provided a Forced Ranking Form. Instructions for use of the Form can be found at the top of the attached Form.

FISCAL IMPACT

Dependent on selected firm and contract negotiations. A summary of costs below:

Gilbert & Stewart

Total Audit, Single Audit and Compliance Fees

2023	\$18,000
2024	\$18,000
2025	\$18,000
2026	\$18,000
2027	<u>\$18,000</u>
Total	\$90,000

Larson& Company

Total Audit, Single Audit and Compliance Fees

2023	\$22,000
2024	\$22,700
2025	\$23,500
2026	\$24,300
2027	<u>\$25,200</u>
Total	\$117,700

HBME

Total Audit, Single Audit and Compliance Fees

2023	\$27,000
2024	\$29,000
2025	\$31,500
2026	\$33,500
2027	<u>\$36,000</u>
Total	\$157,000

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

ACCOUNTABILITY

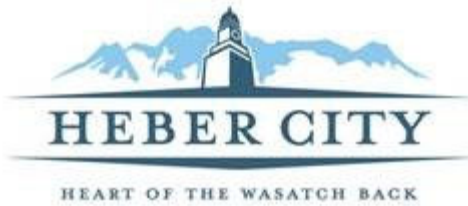
Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Exhibit 1
2. RFP-Financial-Audits_Heber City_2023 final
3. Exhibit 2
4. Heber City Proposal For Audit Services_Gilbert and Stewart
5. Exhibit 3
6. Heber City Proposal for Audit Services_Larsen
7. Exhibit 4
8. Heber City Proposal for Audit Services_HBME
9. Exhibit 5
10. Forced_Ranking_Form
11. Exhibit 6
12. Audit Contract Gilbert and Stewart - 4873-5283-9027 - 1
13. Exhibit 7
14. Audit Contract Larson and Company - 4874-5920-5491 - 1
15. Exhibit 8
16. Audit Contract HBME - 4885-9782-6163 - 1

Exhibit

1



June 7, 2023

Dear Audit Firm:

Attached is a request for proposal for audit services for Heber City Corporation for the year ending June 30, 2023, and the succeeding four years.

Your proposal must be submitted to Sara Nagel the Finance Director of Heber City Corporation at 75 North Main Heber City, UT 84032 no later than 5:00 p.m. MDT on June 30, 2023, as indicated on page 1 of the Request for Proposal (RFP). Pre-selection of the Auditor will be made by 5 p.m. MDT on July 7, 2023. City Council approval will be made at the City Council meeting on July 18, 2023.

To be considered in the bidding process, the proposing independent auditing firm must meet the following minimum criteria:

1. The firm must meet the *Government Auditing Standards*' continuing professional education, independence, peer review, and licensing requirements.
2. The firm must have experience in governmental auditing. The experience must have been on an entity-wide basis, and an opinion must have been issued.
3. The firm must be able to meet the reporting deadlines described in the RFP.

The firm must submit a point-by-point response to these mandatory minimum requirements in the RFP document.

We look forward to working with you in utilizing the excellent services the auditing profession has to offer.

Sincerely,

Heber City Corporation
Sara Nagel
Finance Director
snagel@heberut.gov

REQUEST FOR PROPOSAL (RFP)
Financial Audit for
Heber City Corporation

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal (RFP) is to enter into a contract with a qualified independent auditing firm (Contractor) to provide audit services. It is anticipated that this RFP may result in a contract award to a single contractor.

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

BACKGROUND

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

For fiscal year 2023 and forward, the City has engaged an outside CPA consultant to assist with year-end reconciliations and preparation of the financial statements and disclosures.

The Entity is required by law *Utah Code* 51-21-201 to provide an annual audit of its financial statements by a Certified Public Accountant in accordance with generally accepted auditing standards.

This requirement includes: 1) a financial statement audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, 2) a State Compliance Audit, in accordance with the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, and 3) a Single Audit in accordance with the Single Audit Act and 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Prior year reports for the Entity can be found on the Office of the Utah State Auditor's website at: <https://reporting.auditor.utah.gov/>.

SUBMITTING YOUR PROPOSAL

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

Proposals must be received by the submission deadline of 5:00 p.m. MDT on June 30, 2023. Proposals received after the deadline will be late and ineligible for consideration.

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

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

Pre-selection of the Contractor will be made by July 7, 2023, and all offerors submitting proposals will be notified immediately as to the selection results. Contract authorization will be finalized in the City Council meeting on July 18, 2023.

LENGTH OF CONTRACT

The audit contract resulting from this RFP will cover the annual audits for each of the fiscal years ending June 30th, 2023 through June 30th, 2027, subject to an annual performance evaluation, budget appropriations, and the needs of the Entity.

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

STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

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

PROTECTED INFORMATION

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

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

- (1) *trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) *Commercial information or non-individual financial information obtained from a person if:*
 - (a) *Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) *The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) *The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

* * * * *

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

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

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

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

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

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

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

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

DETAILED SCOPE OF WORK

A. AUDIT STANDARDS

The auditor shall perform a financial audit, a state compliance audit, and a single audit of the Entity for each fiscal year of the contract period in accordance with the following:

- Auditing standards generally accepted in the United States of America, as promulgated by the American Institute of Certified Public Accountants (AICPA);
- The *AICPA Audits of State and Local Governmental Units* audit and accounting guide;
- *Government Auditing Standards*, 2018 revision, published by the U.S. Government Accountability Office;
- For the state compliance audit – the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor;
- For the single audit – the Single Audit Act; 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

B. REPORTING REQUIREMENTS

1. Financial Report – The auditor shall audit the financial statements and records of the Entity and shall issue an auditor's opinion on those financial statements. Such financial statements shall be prepared in conformity with accounting principles generally accepted in the United States of America.
2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters – The auditor shall issue a report on internal control over financial reporting and on compliance and other matters in accordance with *Government Auditing Standards*.
3. Reports Required for the Uniform Guidance Audit – If Uniform Guidance is applicable, the auditor shall prepare all necessary audit reports and schedules required by Uniform Guidance.
4. Report Required for State Compliance Audit – The auditor shall prepare and include a statement expressing positive assurance of compliance with State fiscal laws and other financial issues related to the expenditure of funds received from federal, state, or local governments identified in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor (*This statement is in addition to the compliance opinion required as part of a single audit.*)
5. Management Letter – As appropriate, the auditor shall prepare a comprehensive management letter including the auditor's findings and recommendations relative to the internal control over financial reporting, compliance with laws and regulations, as applicable, and adherence to generally accepted accounting principles.

The auditor shall request written responses from Entity officials for each recommendation and shall include such responses in the reports. If the Entity declines the opportunity to respond, the auditor shall so state in their report.

5. Reporting Deadlines – The audit must be completed and 8 copies of each of the reports must be submitted to the Entity by November 15th of each audit period. The auditor must submit the complete reporting package to the Office of the Utah State Auditor's online reporting system, at reporting.auditor.utah.gov, within 180 days after the end of each fiscal year.

PROPOSAL REQUIREMENTS

Interested proposers should include the following information in their proposal to perform the audits.

A. Profile of the Independent Auditor

Provide general background information which includes:

1. The organization and size of the offeror, whether it is local, regional, national or international in operations.
2. The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at that office.
3. A positive statement that the following mandatory criteria are satisfied:
 - (a) An affirmation that the offeror is properly licensed for practice as a certified public accountant in the State of Utah.
 - (b) An affirmation that the offeror meets the independence requirements of AICPA Rule 101 and the *Government Auditing Standards*.
 - (c) An affirmation that the offeror meets the continuing professional education requirements contained in the *Government Auditing Standards*.
4. A copy of the offeror's most recent peer review report.

B. Offeror's Qualifications

1. Identify the audit partners, audit managers, field supervisors and other staff who will work on the audit, including staff from other than the local office. Résumés should be included which outline relevant experience and continuing professional education for the staff auditors up to the individual with final responsibility for the audit.
2. Describe the recent local office auditing experience similar to the type of audit requested.
3. If other auditors are to participate in the audit, those auditors should be required to provide similar information.

C. Offeror's Approach to the Audit

Submit a general audit work plan to accomplish the scope defined in these guidelines. The audit work plan should demonstrate the offeror's understanding of the audit requirements

and the audit tests and procedures to be applied in completing the audit plan. The plan should detail the expected number of audit hours for the financial audit, single audit, and compliance audit separately on an annual basis for each fiscal year being audited. A single audit will likely be required each year. The plan should also identify the breakdown of total hours between staff, in-charges, and higher levels. The planned use of specialists, if any, should also be specified.

D. Time Requirements

Detail how the reporting deadline requirements of the audit will be met.

E. Comprehensive Not-To-Exceed Fee

Supply the billing rates, estimated number of billable hours, other billable expenses and a comprehensive "not-to-exceed" fee for the audit, inclusive of travel, per diem and all other out-of-pocket expenses. The not-to-exceed fee information requested above should be provided as a separate amount for **each fiscal year being audited.**

CONTRACTUAL ARRANGEMENTS

- A. Document Retention – Workpapers and reports for the audit must be retained for a period of five years after the completion of the audit and made available for inspection by the Entity or government auditors, including the Office of the Utah State Auditor, if requested by them.
- B. Compensation for Services – Payment for the audit will be made by the Entity upon receipt of the audit reports.
- C. Availability of Staff – The Entity's staff will be available to prepare schedules, trial balances, and provide documentation to assist the auditor as their schedules permit during the course of the audit.

EVALUATION OF PROPOSALS

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

% OF SCORING WEIGHT	EVALUATION CRITERIA
Mandatory	Licensing, independence, CPE, peer review, and ability to meet audit deadlines.
20%	<u>Technical Experience of the Firm</u> – Considering governmental audit experience, as well as size and structure of the CPA firm.
20%	<u>Qualifications of Staff</u>
25%	<u>Responsiveness of the proposal</u> in clearly stating an understanding of the audit services to be performed: (1) Appropriateness and adequacy of proposed procedures. (2) Reasonableness of time estimates and total audit hours. (3) Appropriateness of assigned staff levels.
35%	<u>Cost of the Audit</u> The Entity will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$.

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

QUESTIONS AND CLARIFICATIONS

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

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

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

Questions and Answers period will end at 5:00 p.m. MDT on June 26, four days before the proposal submission due date. All questions must be received prior to this date and time to be answered.

Before submitting questions, we suggest reviewing the Entity's prior year financial statements and auditor's reports which can be found at: reporting.auditor.utah.gov.

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

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

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

of payments received from the Entity for these Contract services. Persons employed by the Entity and acting under the direction of the Entity shall not be deemed to be employees or agents of the Contractor.

- 14. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the Entity, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (1) the Contractor, (2) the Contractor's officers, agents, volunteers, or employees, (3) the Contractor's subcontractors or subconsultants at any tier, or (4) anyone for whom Contractor may be liable but not for claims arising from the Entity's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
- 15. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the State of Utah and of the Entity regarding any of the above mentioned prohibitions in this paragraph.
- 16. PERFORMANCE EVALUATION:** The Entity or the Office of the Utah State Auditor may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 17. WAIVERS:** No waiver by the Entity or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 18. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 19. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 20. SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the Entity. The Contractor must notify the Entity within 30 days if suspended or debarred by any governmental entity during the Contract period.
- 21. TERMINATION:**
 - 21.1 This Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. In the event of a violation, the party in violation will be given 10 working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - 21.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Entity is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as

well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the Entity and shall be promptly delivered to the Entity.

22. INSURANCE:

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

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

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

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

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

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

24. REVIEWS, LIMITATIONS: The right of the Entity or the Office of the Utah State Auditor to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the Entity or Office of the Utah State Auditor, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the Entity or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the Entity of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the Entity in accordance with applicable law for all damages to the Entity caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

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

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

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

Federal, State, or local funding, whether as a result of a legislative act or by order of the President, the Governor, or the Entity's Chief Executive.

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

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

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

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

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

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

30. DEFAULT AND REMEDIES:

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

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Contract.

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

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

32. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the Entity, or who in any official capacity participates in the procurement of

such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (Utah Code Section 63G-6a-2404).

- 33. CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: Heber City Corporation Standard Terms and Conditions for Professional Services; (2) Entity Contract Signature Page(s); (3) Terms and Conditions of the Contractor, if any.
- 34. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related Entity solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the Entity. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.
- 35. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the Entity appoints such an expert or panel, Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

(Revision date: 05-07-2020)

Exhibit

2

**PROPOSAL TO PROVIDE
AUDITING SERVICES TO
HEBER CITY**



GILBERT & STEWART
CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
ESTABLISHED 1974

RANDEL A HEATON, CPA
LYNN A. GILBERT, CPA
JAMES A. GILBERT, CPA
BEN H PROBST, CPA
RONALD J. STEWART, CPA

SIDNEY S. GILBERT, CPA
JAMES E. STEWART, CPA

July 5, 2023

Heber City Corporation
75 North Main
Heber City, Utah 84032

ATTN: Sara Nagel (Finance Director)

Thank you for the opportunity to submit our proposal to provide audit and other services as described in your request for proposal for Heber City for the year ending June 30, 2023, through June 30, 2027. We believe we are the City's best choice for auditing services because we are uniquely qualified and experienced in providing auditing services to governmental entities.

We believe that our detailed response to the request for proposal demonstrates that:

- We have extensive experience in local government accounting and auditing. We believe that, compared to other firms, large and small, our partners and managers are more directly involved with our clients on a continuing basis. The team that will perform your audit will be highly trained and experienced.
- We have extensive experience auditing cities. Our staff has detailed knowledge of the specific auditing and reporting requirements of a city.
- We are committed to providing Heber City with technical excellence and superior service with the highest level of professionalism.

Gilbert & Stewart CPA, PC was organized in 1974. We serve our clients from three locations--Provo, American Fork, and Heber. Ron Stewart, CPA, is the individual to contact if questions arise. Our firm contact information is as follows:

Gilbert & Stewart CPA, PC
190 West 800 North, Suite #100
Provo, Utah 84601
(801) 377-5300 (801) 373-5622 (Fax)
Email: bprobst@gilbertandstewart.com

As you read our proposal, you will see that we have the necessary experience, technical expertise and other resources required for this engagement.

We thank you in advance for your consideration.

Gilbert & Stewart

Gilbert & Stewart, CPA's

AMERICAN FORK OFFICE
85 NORTH CENTER STREET
AMERICAN FORK, UT 84003
(801) 756-9666
FAX (801) 756-9667

PROVO OFFICE
190 WEST 800 NORTH #100
PROVO, UT 84601
(801) 377-5300
FAX (801) 373-5622

WWW.GILBERTANDSTEWART.COM

HEBER OFFICE
2 SOUTH MAIN, SUITE 2A
HEBER, UT 84032
(435) 654-6477
FAX (801) 373-5622

Profile

We are pleased to submit the following information in response to your request for a proposal of audit services for Heber City

General Background Information

Gilbert & Stewart, a local firm, was organized in 1974 and has served the Utah area from its Provo location since that time. We now have offices in American Fork and Heber to better serve our clients. Gilbert & Stewart has gained a solid reputation in governmental auditing. The principals of Gilbert & Stewart have been established and practicing for periods up to 45 years. Ron Stewart is the individual to contact if questions arise.

Gilbert & Stewart (A Professional Corporation)
Certified Public Accountants
190 West 800 North, Suite #100
Provo, Utah 84601
(801) 377-5300
Email: rstewart@gilbertandstewart.com

Gilbert and Stewart is a locally owned and managed firm of certified public accountants situated in Provo, Utah. Our firm provides a wide range of professional services in auditing, accounting, tax and management services to a large variety of industries and entities. Our firm operates from one office with satellite offices in American Fork City and Heber City. The Audit of your City will be conducted from our Provo office.

Our professional and support staff consists of the following:

Partners	5
Managers	3
Accountants	9
Interns/Seasonal	4
Secretaries	<u>4</u>
Total Personnel	<u>25</u>

Our personnel have proved to be very stable, and we have had very little employee turnover in the last 3 years. We commit to having the same number of professionals on this engagement throughout the entire term of the engagement.

Affirmations

Gilbert & Stewart is properly licensed for practice as a Certified Public Accounting firm in the State of Utah.

Gilbert & Stewart is independent of Heber City as defined in the AICPA's *Rules of Conduct*, and by the requirements of the *Government Auditing Standards*, 2018 revision published by the U.S. General Accounting Office.

Gilbert & Stewart meets the continuing education and external quality review requirements contained in the *Government Auditing Standards*; 2018 revision published by the U.S. General Accounting Office.

Peer Review Report

Gilbert & Stewart is a member of the Private Companies Practice Section of the Division for CPA Firms of the American Institute of Certified Public Accountants. We have undergone four peer reviews administered by the Private Companies Practice Section, which review serves to document and enhance the quality of our auditing procedures. Our last review was performed in 2021 and we received a pass opinion (the best opinion that can be received). A copy of the report is attached.

Firm Qualifications

Audit Team

Gilbert & Stewart has an audit staff of 13 professionals. The 2 Partners, 2 managers, and 2 staff personnel that will be assigned to the audit and in what capacity are as follows (please see attached resume sheet for experience and qualifications):

Ron Stewart - Audit Partner
Ben Probst –Audit Partner
Randel Heaton - Audit Manager-Single Audit Specialist
Spencer Hintze - Audit Manager
Kurt Gilbert – Audit Staff
Justin Gilbert – Audit Staff

Local Office Auditing Experience

Some of the entities for which we have provided audit services include:

Utah County

Bryan Thompson, Clerk/Auditor
Provo, Utah (801) 373-5510

South Jordan City

Sunil Nadu, Finance Director
11175 South Redwood Road
South Jordan, Utah (801) 254-3742

Payson City

Cathy Jensen, Finance Director
Payson, Utah (801) 465-5226 ex. 131

Saratoga Springs City

Chelese Rawlings, Finance Director
Saratoga Springs, Utah (801) 766-9793

Vineyard City

David Mortensen, Finance Director
Vineyard, Utah (801) 226-1929

Farmington City

Greg Davis, Finance Director
Farmington, Utah (801) 451-2383

Midway City
Brad Wilson, City Recorder
Midway, Utah (435) 654-3223

Orem City
Brandon Nelson, Director of Finance
Orem, Utah (801) 229-701020

Additional references will be submitted upon your request.

Other Auditors

There will be no other auditors assigned to the audit of Heber City.

Gilbert and Stewart have varied and extensive experience in auditing government entities including counties, cities, school districts, special improvement districts, non-profit government grant agencies, etc. (A list of some audit client references is attached).

We are familiar with and have the capability to audit all computerized accounting systems.

Over the years our approach to auditing has been one of providing assistance to audit clients whenever and however possible including, but not limited to, providing management letter recommendations on matters that may come to our attention during the audit. Our collective experience and our library of resource materials allows us to act in a management advisory capacity on accounting, audit, tax, or other issues that may arise during the year. We have also had experience in qualifying auditees' reports for the certificate of excellence in financial reporting awards given by governmental organizations.

Audit Approach

General Audit Work Plan

Our audit will be conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Heber City and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on Heber City's compliance with laws and regulations and its internal controls as required by *Government Auditing Standards* and OMB Circular A-133. Our audit will also cover all requirements of the State of Utah Legal Compliance Audit Guide.

Our audit fieldwork will be determined by our evaluation of accounting systems and controls, by evaluation of audit risk and materiality, and will consist of both compliance and substantive testing based upon those evaluations. We would expect the cooperation of City personnel in providing a suitable place to work, in helping to locate records, and in the preparation of schedules where possible, and by responding to questions. We would, however, try not to be unnecessarily disruptive of day-to-day operations. The number of hours needed to complete the audit will be described in the fees section.

We will provide the following:

1. Independent Auditors report on the financial statements
2. Independent Auditors report on Internal Control Over Financial Reporting and on Compliance and Other Matters
3. Independent Auditors Report on Compliance and Report on Internal Control over Compliance as Required by the State Compliance Audit Guide
4. Independent Auditors Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. Comprehensive Management Letter - including auditors' findings and recommendations along with the City's responses. If the City declines to respond that will be included in the letter as well.

Expected Hours and Fees

Our fee, which includes all out-of-pocket expenses for the audit services is as follows:

Basic Financial Statement Audit			
2023-2027	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Total</u>
Partners	\$ 185	18	\$ 3,330
Managers	165	25	4,125
Staff	135	34	4,545
Total		<u>77</u>	<u>12,000</u>

Single Audit			
2023-2027	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Total</u>
Partners	\$ 185	8	\$ 1,480
Managers	165	10	1,650
Staff	135	14	1,870
Total		<u>32</u>	<u>5,000</u>

Compliance Audit			
2023-2027	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Total</u>
Partners	\$ 185	1	\$ 185
Managers	165	1	165
Staff	135	5	650
Total		<u>7</u>	<u>1,000</u>

Total Audit Fees			
2023-2027	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Total</u>
Partners	\$ 185	27	\$ 4,995
Managers	165	36	5,940
Staff	135	52	7,065
Total		<u>115</u>	<u>18,000</u>

Other Fees

Gilbert & Stewart has built a reputation on charging our clients what was agreed upon in the RFP. We will not add additional charges to Heber City, unless there are unforeseen circumstances that would require us to do significantly more work, and only after consulting with the City first. If, however, additional testing work is requested by you it will be billed at our standard hourly rates shown above.

Reporting Deadline

We perform audits of governmental entities each year and are very familiar with the reporting requirements. We will plan and perform the audit in a manner which will meet the November 15th financial statement deadline, and aid in the submission of the financial statements to the appropriate agencies within the 180 day requirement.

Not-To-Exceed Fees

Not to exceed fee for the years ended June 30, 2023 through 2027 are as follows:

YEARS	Not to Exceed Fees					
	Basic		Single		Compliance	Total
2023	\$	12,000	\$	5,000	\$ 1,000	\$ 18,000
2024		12,000		5,000	1,000	18,000
2025		12,000		5,000	1,000	18,000
2026		12,000		5,000	1,000	18,000
2027		12,000		5,000	1,000	18,000

Other Information

What Sets Us Apart

Gilbert & Stewart is different than most firms because partners and managers are on-site performing tests and audit procedures along with other staff members. This allows us to address critical issues up-front rather than later when reviews are performed. We have found that our clients enjoy the interaction with partners and the job is completed in a much more efficient manner when issues can be resolved immediately. Our firm approach is to have a partner on the audit rather than in the office.

Thank you for your consideration of our proposal. If you have further questions, please call.

Sincerely,

Gilbert & Stewart

GILBERT & STEWART
Certified Public Accountants

PERSONNEL EXPERIENCE AND QUALIFICATIONS OF

RONALD J STEWART

Certified Public Accountant

Audit Partner

Graduated	1999
Degree	Master of Accountancy B.S. degree in Business Management
College	Weber State University College of Business Utah Valley State College

Qualifications:

Awarded CPA certificate from the State of Utah in 2001.

Began working for Gilbert and Stewart in 1999 and has worked on municipal, non-profit, school district, and commercial audits.

Auditing Experience including but not limited to:

Audit Partner:	Orem City Saratoga Springs City South Jordan City Grantsville City Eagle Mountain City Lindon City Farmington City North Ogden City Hooper City Utah County
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Many other Governmental, Non-Profit, and Commercial entities

Attends annual government accounting and auditing update courses sponsored by the Utah Association of CPAs.

Attended: Utah State Government Audit Update (attended annually)
UACPA State & Local Government Update (attended annually)
AICPA Practitioners' Symposium (attended annually)

Member of the American Institute and Utah Association of CPAs,
Member of Government Finance Officers Association
Member of Utah Government Finance Officers Association.

PERSONNEL EXPERIENCE AND QUALIFICATIONS OF

BEN H PROBST *Certified Public Accountant* **Audit Partner**

Graduated	1990
Degree	Master of Accountancy B.S. Degree in Accounting
College	Brigham Young University Marriott School of Management

Qualifications:

Awarded CPA certificate from the State of Texas in 1992 and from the State of Utah in 1993.

Began public accounting career in 1990 working for KPMG Peat Marwick in Dallas, Texas.

Began working for Gilbert & Stewart in 1992 and has worked on municipal, non-profit, school district, and commercial audits.

Audit Partner/Manager:

- Payson City
- Utah County
- Heber City
- Midway City
- Moab City
- Midway Sanitation District
- South Utah Valley Solid Waste District
- Millard School District
- Nebo School District
- Morgan School District
- North Sanpete School District
- Rich School District
- Academy for Math, Engineering and Science

Many other governmental and not-for-profit engagements

Attends annual governmental accounting and auditing update courses sponsored by the Utah Association of CPA's.

Attended:

- Utah State Government Audit Update; Annually
- UACPA State & Local Government Update; Annually
- AICPA Practitioners' Symposium, June 2018 - Performing a Single Audit for State & Local Governments

Member of American Institute and Utah Association of CPA's.

PERSONNEL EXPERIENCE AND QUALIFICATIONS OF

RANDEL A HEATON

Certified Public Accountant
Manager/Single Audit Specialist

Graduated	1972
Degree	B.S. Degree in Accounting
College	Brigham Young University Marriott School of Management

Qualifications:

Entered public practice in Provo, Utah in 1973 and has worked on municipal, non-profit, school district and commercial audits.

Awarded CPA certificate from the State of Utah in 1975.

Single Audit Specialist: Utah County
 Pleasant Grove City
 Orem City
 South Jordan City
 Eagle Mountain City
 Millard School District
 Nebo School District
 North Sanpete School District
 South Sanpete School District
 Rural Housing Authority, Inc.
 Many other Government and Non-Profit Single Audits

Attended: Utah State Government Audit Update; Annually
 UACPA State & Local Government Update; Annually
 UACPA - Compliance Auditing

Member of American Institute and Utah Association of CPA's.

PERSONNEL EXPERIENCE AND QUALIFICATIONS OF

SPENCER HINTZE

Certified Public Accountant

Audit Manager

Graduated	2012
Degree	Master of Accountancy B.S. Accounting
College	Southern Utah University Utah Valley University Woodbury School of Business

Qualifications:

Received Certified Public Accountant license from State of Utah in 2018.

Began working for Gilbert and Stewart in 2012 and has worked on municipal, non-profit, school district, employee benefits, and commercial audits.

Auditing Experience including but not limited to:

Utah County
Orem City
South Jordan City
Grantsville City
Eagle Mountain City
Town of Vineyard
Payson City
Hooper City
Midway City
Town of Cedar Fort

Many other governmental, non-profit, employee benefits, and commercial entities

Attends annual government accounting and auditing update courses sponsored by the Utah Association of CPA's.

Attends Annually: Utah State Government Audit Update
UACPA State and Local Government Update

Member of the AICPA and the UACPA.

PERSONNEL EXPERIENCE AND QUALIFICATIONS OF

KURT GILBERT

Certified Public Accountant

Audit Staff

Graduated	2018
Degree	Master of Accountancy B.S. Degree in Accounting
College	Brigham Young University Marriott School of Business

Qualifications:

Received Certified Public Accountant license from State of Utah in 2018.

Began working for Gilbert and Stewart in 2016 and has worked on municipal, non-profit, school district, and commercial audits.

Auditing Experience including but not limited to:

- Utah County
- Lindon City
- Orem City
- Eagle Mountain City
- Saratoga Springs City
- Grantsville City
- South Jordan City
- Hooper City
- Payson City
- Town of Daniels

Many other governmental, non-profit, and commercial entities

Attends annual government accounting and auditing update courses sponsored by the Utah Association of CPA's.

Attends Annually: Utah State Government Audit Update
UACPA State and Local Government Update

Member of AICPA and UACPA.

PERSONNEL EXPERIENCE AND QUALIFICATIONS OF

JUSTIN GILBERT

Certified Public Accountant

Audit Staff

Graduated
Degree

2023
Master of Accountancy
B.S. Degree in Accounting

College

Brigham Young University
Marriott School of Business

Qualifications:

Began working for Gilbert and Stewart in 2022 and has worked on municipal, non-profit, school district, and commercial audits.

Auditing Experience including but not limited to:

Utah County
Saratoga Springs City
South Jordan City
North Ogden City
Farmington City
Payson City
Mountainland Association of Governments

Many other governmental, non-profit, and commercial entities

Attends annual government accounting and auditing update courses sponsored by the Utah Association of CPA's.

Attends Annually: Utah State Government Audit Update
 UACPA State and Local Government Update

Member of UACPA.

February 5, 2022

**Gilbert & Stewart, CPA's PC and the
Peer Review Committee of the Nevada Society of CPA's**

We have reviewed the system of quality control for the accounting and auditing practice of Gilbert & Stewart, CPA's PC (the firm) in effect for the year ended September 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Gilbert & Stewart, CPA's PC in effect for the year ended September 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)*, or *fail*. Gilbert & Stewart, CPA's PC has received a peer review rating of **Pass**.


LITZ & COMPANY, PC

Exhibit

3

HEBER CITY

PROPOSAL FOR INDEPENDENT AUDIT SERVICES



HELPING YOU SEE
THE BIG PICTURE

JON HADERLIE, CPA, AUDIT PARTNER
765 NORTH MAIN, SPANISH FORK, UT 84660
TEL: 801-798-3545 FAX: 801-798-3678
jhaderlie@larsco.com



June 21, 2023

Heber City
60 West Main Street
Heber, Utah 84319

Dear Mayor, Council Members and Management:

Thank you for giving us the opportunity to submit an audit services proposal for Heber City. We have great regard for your organization and look forward to the prospect of working alongside you to safeguard your public funds by entering an agreement for audit services.

Our Qualifications. Larson & Company, PC (a Utah corporation) has been auditing government entities since our inception in 1975, 48 years ago. We have since become known as one of the premiere providers of auditing services to government entities in the State of Utah, and in that time we have worked with over 70 government entities of various sizes. We understand you require professionals experienced in auditing municipal entities and possessing an understanding of the unique operating characteristics of a City in Utah. You also require experienced professionals who will be available as a resource to you year-round as questions or concerns may arise. Our specialists can offer proactive advice as a matter of course, including issues related to:

- application of GASB statements
- best practices related to Municipalities in Utah
- emerging regulatory issues, including transparency standards
- analyzing internal controls processes for possible weaknesses regarding fraud

You want your accounting professionals to be familiar with your organization, understand your mission, and remain accessible to discuss important issues facing Heber City in the future. Because of our knowledge of government regulations, our municipal clients are served by a knowledgeable, experienced staff for a reasonable fee with no surprises. In fact, some of our government clients have remained with Larson & Company for over 30 years.

A Winning Combination. Our government auditing experience with counties, cities, and small government entities allows us to deliver not only the services required in your RFP, but far more guidance and service than you would expect from an auditor. We can offer friendly service with a combination of quality and price that matches the value you seek.

We look forward to working with Heber City. If you have any questions or require additional information, please contact me at (801) 798-3545 or jhaderlie@larsco.com.

Sincerely,

Larson & Company, Certified Public Accountants

A handwritten signature in blue ink that reads 'Jon Haderlie, CPA'.

Jon Haderlie, CPA, Audit Partner





At Larson & Company, we believe our experience gives you the security to safeguard funding.

A. FIRM'S QUALIFICATIONS

Firm Organization and Locations Larson & Company is a privately owned, regional accounting firm comprised of 115 employees, including 44 CPAs, 16 partners, and 64 professional staff. We operate from three offices throughout Utah, including Salt Lake County, Spanish Fork, and Moab.

Audit Office Information

Your audit will be conducted from our Spanish Fork office, which employs a government staff of highly qualified individuals. All of our staff are full-time employees and many are licensed CPAs. We have a policy of being available to our clients whenever you need us, not just during the course of the audit. We expect questions throughout the year, so call us anytime. We typically do not bill for routine phone conversations, but we view these as ancillary services that add value to your audit, not additional time we can bill.

Exceeding Mandatory Criteria

The requirements for competent government auditors are strict. We pride ourselves on maintaining the highest standards of excellence within our profession. We not only meet the criteria in your RFP, we exceed it.

- Our firm is properly licensed for practice as certified public accountants in the state of Utah.
- Larson & Company meets all the requirements for independence and experience as promulgated by the AICPA Rule 101 and the *Government Auditing Standards*. We have heretofore not entered into any professional relationships or contracts with Heber City within the last five years, and we do not deem a conflict of interest relative to performing the audit to exist.
- The training received by our government audit personnel is of high caliber. Each CPA on staff is licensed to practice in the State of Utah. Each member of the audit team assigned to your audit has received extensive training in current government auditing standards and regulations and meets the continuing education requirements. We also meet the external quality control review requirements contained in the *Government Auditing Standards*.
- No disciplinary action has been taken against a member of our firm in the 48-year history of the firm.
- The most current quality control review report can be found at the end of this proposal. We have received a passing report with no letter of comments attached, indicating a clean quality control history. This external quality control review included a specific review of government engagements.
- The Office of the Utah State Auditor performed a review of our workpapers and issued a report in August of 2021. The results of that review are a "pass" as noted on their website.



B. STAFF QUALIFICATIONS

A big part of the value of our service is our people. We are committing a highly qualified team to lead your engagement, with over 35 years of combined service experience.

Staff Resumes

As a professional services firm, the skills of our people are a big part of the value of our services. You want to work with knowledgeable individuals and decision makers that can get the job done. You want to get to know your team and expect continuity in the relationship with your team. We do, too. The professionals we are committing to Heber City are experienced and well trained in audit issues affecting government entities and intend to be there to assist you on a long-term basis. It is anticipated that 4-5 full-time employees will be assigned to your audit, including the Partner and Manager supervising the engagement.

Staffing Approach

We have included the resumes for our lead government audit partner, concurring audit partner, and senior staff auditor. All staff assigned to this audit are seasoned government specialists with the training and experience that will give Heber City the most qualified team to complete their audit in a timely, efficient manner. The training our audit staff receives complies with all government standards and requirements for continuing education. This ensures you have the most current information for your organization every year during your audit.

The key members of the engagement team consist of:



**Jon Haderlie, CPA,
Lead Audit Partner**



**Cody Powell,
Audit Manager**



**Khulene Gallo,
Audit Senior**

JON HADERLIE, CPA



CONTACT INFORMATION:

jhaderlie@larsco.com

801-798-3545

765 North Main
Spanish Fork, UT 84660

www.larsco.com

Lead Audit Partner

Jon is one of our most experienced government auditors and has worked with government entities of all sizes, including special service districts, cities and towns, counties, universities, territories, and charter schools. He is well known in the government community and his knowledge of government reporting requirements is unmatched in our organization. Jon is known for assisting his clients in understanding, identifying, and implementing internal controls necessary to maintaining a healthy organization. His approach is common sense, and he has the ability to connect with his clients on every level, from staff to management and governance. His expertise includes all accounting and auditing standards and regulations as specified by the AICPA, GASB, FASB, GAAS, and GAS. Jon is licensed to practice as a CPA in the State of Utah.

Jon's academic and professional accomplishments include the following:

- MBA, Utah State University, 2009
- Bachelor of Science, Accounting, Utah Valley University 2003
- Member, Utah Association of Certified Public Accountants (UACPA)
- Controller, private industry, 2004-2007
- AICPA Not-for-Profit Certification
- Committee Chair – NextGen CPAmerica
- Vice-Chair – UACPA Local Governments
- Chair – UACPA Local Governments
- Utah Association of Counties presenter on Internal Controls, Audit Committees, and Internal Audit Functions
- Utah Association of Counties presenter on Separation of Powers
- Utah Association of Counties presenter on Preparing for your upcoming audit.
- CPAmerica frequent presenter

Jon's Recent Government Continuing Education Courses Completed:

- UACPA Government Conference
- Utah State Auditor's Office Governmental Auditing Update
- Guide to Audits of Local Government
- Audits of States, Local Governments, and Non-Profit Organizations
- GASB 54: Fund Balance Reporting and Governmental Fund
- Staff Audit Training
- AICPA Not-for-Profit Certification
- Uniform Guidance
- CPAmerica A&A Yellowbook



CODY POWELL

Audit Manager

Cody has become one of our most in-demand employees since he joined the firm in 2013. He is proficient in testing and auditing government entities of all sizes and types, including counties, cities, special service districts, charter schools, and others. His audit proficiency has earned him a spot working on our largest government clients. Cody is known for quickly completing audit processes and his clients appreciate his easygoing personality.

CONTACT INFORMATION:

cpowell@larsco.com

801-798-3545

765 North Main
Spanish Fork, UT 84660

www.larsco.com

Cody's academic and professional accomplishments include the following:

- Masters of Accountancy, Westminster College, 2013

Cody's Recent Government Continuing Education Courses Completed:

- UACPA Government Conference
- Utah State Auditor's Office Governmental Auditing Update
- Guide to Audits of Local Government
- Audits of States, Local Governments, and Non-Profit Organizations
- GASB 54: Fund Balance Reporting and Governmental Fund
- Staff Audit Training



KHULENE GALLO

Audit Senior

Khulene is a rising star at Larson & Company. She joined the firm in 2019 and has quickly become one of the most well-liked team members among clients. She has the ability to assist clients with their reporting requirements, accounting functions, and best-practice controls.

Khulene's academic and professional accomplishments include the following:

- Masters of Accountancy, Western Governors University, 2021

Khulene's Recent Government Continuing Education Courses Completed:

- UACPA Government Conference
- Utah State Auditor's Office Governmental Auditing Update
- Guide to Audits of Local Government
- Audits of States, Local Governments, and Non-Profit Organizations
- GASB 54: Fund Balance Reporting and Governmental Fund
- Staff Audit Training

CONTACT INFORMATION:

kgallo@larsco.com

801-798-3545

765 North Main
Spanish Fork, UT 84660

www.larsco.com



We think you will find our clients are exceptionally pleased with our services. Please contact any of these reference for more information.

C. CLIENT REFERENCES

The best and most valuable proof of our ability to deliver the services you require and deserve is evidenced by the fact that we continually serve over 50 governmental entities. The following four clients are those for whom we have performed financial statements audits and/or single audits over the last several years. We encourage you to contact these clients and ask about the quality of service provided by Larson & Company.

Heber Valley Special Service District

Dennis Gunn, General Manager

DGUNN@hvssd.org

435-901-2257

Audit Partner: Jon Haderlie, CPA (Financial statement audit and single audit)

Orem City

Brandon Nelson, Finance Director

bcnelson@orem.org

801-229-7010

Audit Partner: Jon Haderlie, CPA (Financial statement audit and single audit)

San Juan County

Mack McDonald, County Manager

mmcdonald@sanjuancounty.org

435-587-3223

Audit Partner: Jon Haderlie, CPA (Financial statement audit and single audit)

American Fork City

Anna Montoya, Finance Director

AMontoya@americanfork.gov

801-854-5613

Audit Partner: Jon S Haderlie, CPA (Financial statement audit and single audit)

Similar Engagements with Other Government Entities

We serve a wide range of governmental entities, including the following similar clients:

Other Governmental Clients:

American Samoa Government	LBJ Hospital (American Samoa)
Santaquin City	Delta City
Spanish Fork City	Ephraim City
Nibley City	Fairview City
Tooele City	Ivins City
City of Erda	Midvale City



Larson & Company understands the nature of your organization. We can begin to work right away, and you will not have to spend time each year training our staff.

D. PROPOSED APPROACH

Understanding of Scope of Work

We understand from your RFP document that the scope of your audit includes the following for each fiscal year of the contract period:

- Financial Report: Audited Financial Statements and Records of Heber City and the accompanying opinion on these statements in accordance with Yellow Book;
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and other Matters in accordance with GAS;
- Reports Required for the Single Audit under the Uniform Guidance (if applicable), and Reporting Required by the Office of the Utah State Auditor;
- Management Letter;
- All reports and bound copies with an electronic copy of each will be submitted to Heber City **before the requested deadline**.
- These shall all be performed in accordance with:
 - o Auditing standards generally accepted in the United States of America, as promulgated by the American Institute of Certified Public Accountants (AICPA);
 - o The *AICPA Audits of State and Local Governmental Units* audit and accounting guide;
 - o *Government Auditing Standards*, 2011 revision, published by the U.S. Government Accountability Office;
 - o The *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor;
 - o The Single Audit Act; *Audits of States, Local Governments, and Non-Profit Organizations* under the uniform guidance (as applicable).

Specific Audit Approach

In order to understand our audit approach, it is necessary to understand the underlying philosophy of Larson & Company. Our mission statement is "Achievement Through Constant Improvement." Our founder, Dennis Larson, demonstrated to us that we are inherently happier when we are improving. Each employee is required to set goals each year that involve both business and personal aspirations. Our firm makes a constant effort to help provide everything necessary for our employees to achieve their goals. As we all strive to make improvements to our lives that we each have chosen for ourselves, we are happier. We abide by the idea that a happy employee is a productive employee. This philosophy of constant improvement carries over to our clients. We know that if we can assist you in achieving your goals, you will value our relationship, and both you and our firm will be rewarded.

When it comes to the accounting standard of professional skepticism, we believe there is a broad range within which to operate. We approach management and board of trustees in a non-adversarial way. Our process consists of testing and verification rather than challenge and confrontation. During the entire process, we understand that communication is key your success and the success of our firm. We have found that properly communicating with our clients adds value to the services we provide and ensures a lengthy, mutually beneficial, relationship.

Implementation of new GASB Pronouncements

As new standards are implemented, we strive to educate and assist our clients in understanding the standard. We stand ready at any time to clarify how the standards apply to each specific client. With the recent implementation of GASB 68, we met individually with each client to explain the meaning and ramifications of implementation.



Larson & Company
makes every effort
to create as little
disruption as
possible in your
day-to-day
activities.

E. PROJECT SCHEDULE

In order to achieve an efficient and effective audit, we will tailor our audit approach to fit the nature of your business and operations focusing on the likelihood of a material misstatement in the financial statements. In order to do so, it is essential for us to understand clients' needs and concerns. With this understanding, we will be better able to direct our emphasis to the areas of higher risk, focusing on the unique characteristics of your operating environment, the effectiveness of your internal control, and your financial statement amounts and disclosures.

Based on our understanding of the timetable and accounting department staffing, we propose the following tentative schedule for the audit of Heber City's financial statements:

Initial Meetings with Management – Upon award of contract

The goal of these initial meetings is to establish effective two-way communication between auditor and management. We will discuss our overall assessments and the scope of our audit testing. Additionally we will discuss both management's responsibilities as well as our own responsibilities. Input from the audit committee will be explored in developing our understanding of the risks facing Heber City and identifying the sources of evidence and information about specific transactions. We will also establish dates for the next phases of the audits.

Preliminary Audit Procedures – July/August 2023

During this planning phase, we will review and evaluate the internal controls of Heber City to determine the timing and extent of our testing. We will review activity to date, update our initial risk assessments, and discuss any concerns regarding our audit procedures. We will also communicate with staff to coordinate the preparation of work papers and confirmations.

Audit Fieldwork – August/September 2023

During the testing phase we will verify asset balances, determine the completeness of liabilities and conclude our detailed examination of your financial cycles. After our fieldwork and before the issuance of our report, we will request certain representations from management in a *management representation letter*. A draft of this letter will be made available at least one week in advance of our anticipated date of signing. We are available to explain any language in the letter that is not clear to governing officials.

Issue Audited Financial Statements – October/November 2023

The reporting phase will begin as soon as our testing is complete. Our auditors will compile a preliminary draft report for review after fieldwork ends. We will make the report available to management and will be available to discuss any of our findings at this time. We will issue the audit reports and letters by Heber City's requested deadline to allow management to have it to the Office of the Utah State Auditor prior to the deadline.

We will be available to meet with the audit committee during any of the above audit phases to discuss our progress. Should we encounter any significant adjustments or material weaknesses, we will discuss them with management and/or the audit committee, as appropriate, as soon as they come to our attention.

We find delays in the final report sometimes occurs as a result of not receiving timely information from third parties. We will be proactive in keeping you informed about issues remaining and may ask your assistance in receiving information from third parties to avoid delays in issuing our report.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Deliverables

A list of expected deliverables in connection with Heber City's annual audit include:

1. Financial Statement Audit Report
2. Single Audit Report (when applicable)
3. Government Auditing Standards Report
4. Report on Compliance and Internal Control required by Utah State Auditor
5. Communication with Those Charged with Governance

Communication Process

Great emphasis is placed on the personal relationships we have built with our clients. Partners and managers take pride in their ability to proactively assist clients and will reach out to Heber City to communicate any issues that might arise. You can feel confident in contacting the professionals at Larson & Company without the worry of incurring additional expense.



F. PROPOSED FEES

Larson & Company understands the pressures placed on organizations to manage costs and we believe you will find we provide an incomparable level of service at very competitive rates.

Our fee estimate is based on the complexity of the work required and considers our understanding of your present internal control and procedures together with an understanding that Heber City will provide us with substantial assistance, including account analysis, workpaper schedules, confirmations, documentation of internal and financial controls, etc.

The "not to exceed" fee for regular assurance services for the years ending June 30, 2023-2027, is estimated below.

The following table presents the estimated hours required to complete the engagement by level.

	Standard Hourly Rates	Estimated Hours
Partners	425	9
Managers	225	15
Supervisory Staff/Seniors	185	20
Staff	155	80

The following table presents the annual not-to-exceed fee for the financial statement audit.

Year	Total All-inclusive Maximum Potential Price	
	Financial Statement Audit	Federal Single Audit under Uniform Guidance (when applicable)
2023	\$18,000	\$4,000
2024	\$18,600	\$4,100
2025	\$19,300	\$4,200
2026	\$20,000	\$4,300
2027	\$20,700	\$4,500
Total	\$96,600	\$21,100

The **Single Audit fees** are separated from the financial statement audit fees presented above, as they would be done under a separate engagement letter, and as they would apply only when applicable. Single audit fees are considered allowable costs under the Uniform Guidance.

We know you don't like fee surprises. Neither do we. We strive to be truthful, straightforward and up front in our fee discussions so there are no surprises.

Billing Issues Throughout the Year

We view our relationship with Heber City as long-term. Additionally, we are available to you, on an ongoing basis, to discuss matters of audit, compliance, financial reporting, or anything that concerns you. We view these routine consultations as ancillary services that add value to your audit and compliance needs, not additional time that we can bill.

Any significant matters, needing exhaustive research or resources will be discussed with you and agreed upon before the work is performed. This eliminates the surprise “nickel and dime” billing you may see from accounting firms with unusually low fee quotes. These services will be billed at our standard hourly rates disclosed above.



G. NON-DISCRIMINATION CLAUSE

Larson & Company does not discriminate against any individual because of race, religion, sex, color, age, handicap, or national origin, and these are not a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

H. OUR COMMITMENT TO YOU

We are committed to placing Larson & Company's financial assurance and consulting resources at your service. Our experience auditing municipalities and other governmental entities will assist you in meeting your compliance requirements.

Our goal is to provide you with practical, timely and affordable solutions to your financial and operational needs. Ultimately, our good name and reputation rest on how well our services work for organizations like yours. Please contact us if you have questions regarding this proposal. We look forward to working with you soon.

I. PEER REVIEW REPORT

A copy of Larson & Company's most recent peer review report may be downloaded from the AICPA using the following address:

https://peerreview.aicpa.org/public_file_search.html.

A copy has also been attached at the end of this document. No management letter was issued in conjunction with the report, indicating a clear record with no quality control issues.

J: CONTACT INFORMATION

Jon Haderlie, CPA
Lead Audit Partner
765 North Main
Spanish Fork, UT 84660
801-798-3545 jhaderlie@larsco.com



Appendix: PEER REVIEW REPORT



Report on the Firm's System of Quality Control

October 30, 2020

To the Partners of Larson & Company, P.C.
And the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Larson & Company, P.C. (the firm), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, audits of employee benefit plans, and examinations of a service organization (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Larson & Company, P.C., applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Larson & Company, P.C. has received a peer review rating of *pass*.

Prida Guida Perez P.A.

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Exhibit

4

HEBER CITY CORPORATION

**PROPOSAL FOR PROFESSIONAL
AUDITING SERVICES**

JUNE 30, 2023 – JUNE 30, 2027



COMMITTED. EXPERIENCED. TRUSTED.

HBME, LLC
559 West 500 South
Bountiful, UT 84010
(801) 296-0200

Contact Person – Aaron R. Hixson, CPA
Email Address: aaron@hbme.com
www.hbme.com

June 15, 2023

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COMMITTED. EXPERIENCED. TRUSTED.

MICHAEL L. SMITH, CPA
JASON L. TANNER, CPA
ROBERT D. WOOD, CPA
AARON R. HIXSON, CPA
TED C. GARDINER, CPA
JEFFREY B. MILES, CPA
JESSE S. MALMROSE, EA

SHAWN F. MARTIN, CPA
MONTANA T. HADLEY, CPA
NATHAN E. ERICKSON, EA

FOUNDERS

E. LYNN HANSEN, CPA
CLARKE R. BRADSHAW, CPA
GARY E. MALMROSE, CPA
EDWIN L. ERICKSON, CPA

June 15, 2023

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

Dear Sara:

Thank you for inviting us to submit a proposal to provide audited financial statements to Heber City Corporation (the City). We appreciate the information you sent to us and the time your staff spent explaining your current needs. You would be an especially important client to our firm. The services we provide for you will receive our highest priority. We believe we have the means to provide a quality audit with vital knowledge and superior staffing to meet your needs.

We would be very pleased to serve as your independent accounting firm, and we hope that our proposal conveys our desire and qualifications to fulfill your current and future professional needs.

You will benefit from our services in the following ways:

- **EXPERIENCED PROFESSIONALS:** Seven of our professionals are partners and five are managers, out of a total of 26 personnel. At HBME, our partners and managers work closely with clients. As a result, you will have our personal attention whenever needed. We will also give you the continuity of service you expect.
- **MUNICIPAL GOVERNMENT AUDIT EXPERIENCE:** Collectively and individually, our audit team has many years' experience in performing and managing governmental entity audits, including Federal Single Audits and Utah State Compliance Audits. Some of our current clients include Layton City, Draper City, Murray City, Taylorsville City, Riverton City, Kaysville City, Provo City, Springville City, Bluffdale City, Ogden City, and others. Our audit professionals have experience ranging from 2-22 years.
- **TIMELINESS:** We will meet your deadlines. Our professionals are trained to anticipate, identify and respond to your needs in a timely manner. We will work closely with your management team to optimize our audit services to your needs. We believe in clear, up-front, and open communication with no surprises. We understand and will comply with the schedules and scope for the audit, as outlined in your Request for Proposal, and will perform all work within the time frames outlined.

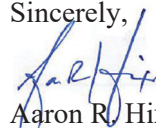
We understand the transition from one professional services firm to another could be the cause of some inconvenience to the City's management and staff. We understand this dynamic and realize the decision to change service providers is not one to be taken lightly. Our goal is to make the transition as smooth as possible. We will manage the transition to minimize time demands on your employees and ensure a timely first year audit in accordance with professional standards.

- FEES: We can provide you with timely, high-quality professional work at a reasonable fee. The fee for the audit includes routine phone calls and meetings during the year. Prior to performing any specialized services, we will discuss an estimate of the fee and obtain your approval before commencing work on special projects. The choice of services is always yours, and you always have control over fees.
- VALUE: We value our business relationships and demonstrate this through our partner and manager involvement. Our senior level professionals are involved with our clients and are accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved onsite during fieldwork as well as staying connected throughout the year. This approach delivers the greatest benefit to our clients in that we can stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results. Our clients offer a wealth of knowledge and information about their organization and communicating with them as a business partner ultimately produces the best outcome.

These key benefits will become a reality as we work closely with you. We hope we have given you some additional insight into the way HBME, LLC professionals serve our clients.

We look forward to serving you.

Sincerely,



Aaron R. Hixson, CPA
Partner

Proposal to Serve Heber City Corporation

PROFILE OF HBME, LLC

BACKGROUND OF FIRM

HBME, LLC (HBME) was formed in April 1980 and is a local firm located in Bountiful, Utah. The firm currently has seven partners with a total of 26 employees. We have tailored our practice to serve local governments and small-to-medium size organizations. We work hard to keep current with our clients' needs and make sure their organizational plans become reality.

Our CPA practice is very much a firm; not just practitioners sharing office space. Each professional has an area of specific emphasis; therefore, giving clients the benefits of experts in areas of service. The composition of our staff is as follows:

Partners	7
Managers	5
Seniors	5
Associates	6
Administrative	<u>3</u>
Total	<u>26</u>

We are unique in our approach to client service. Our partners and managers work directly with each engagement and function as in-charge accountants, rather than merely reviewing the final product. As a result, your engagement is conducted by professionals with extensive years' experience, rather than recent college graduates. Each of the auditors also has extensive governmental auditing experience, ranging from 2 to 22 years. We also have other professional staff who participate in audit engagements, as needed, and we will use administrative staff to assist the audit team, as applicable.

COMMITMENT TO STAFF CONTINUITY

We understand the importance our clients place on continuity of service and commit to you that the partners, managers and staff assigned to your engagement will not be reassigned to other clients.

COMPUTER AUDITING AND OTHER SOFTWARE CAPABILITIES

All of our personnel have significant computer experience. We have experience in using various audit software packages of local governments, including Caselle, Pelorus, Tyler Munis, Tyler Incode, and in using micro-computers to enhance audit efficiency. We have also assisted various governmental clients in general ledger and ERP software transitions. We recognize the many complexities of this significant change, especially relating to the external reporting process, and believe our staff can help ease the stresses as they relate to the audit. Some of our clients use Pelorus as their accounting software, so we are familiar with this program and auditing from it.

PROFESSIONAL LICENSES

We affirm that HBME (a limited liability company) is properly licensed to practice as certified public accountants in the State of Utah.

Proposal to Serve Heber City Corporation

PROFILE OF HBME, LLC

INDEPENDENCE

We affirm that HBME personnel are independent in relation to Heber City Corporation (the City), as defined by the American Institute of Certified Public Accountants and by the *Government Auditing Standards*, 2018 revision, published by the U.S. General Accounting Office. Furthermore, HBME has not engaged in any professional relationships involving the City for the past five years.

CONTINUING EDUCATION AND QUALITY REVIEW

All partners and professional staff of HBME receive a minimum of 80 hours of continuing education every two years. All personnel who will be assigned to the City's engagement have received specialized governmental accounting and auditing training, including requirements with Federal Single Audit, Uniform Grant Guidance. We affirm that HBME meets the continuing education requirements contained in *Government Auditing Standards*, 2018 revision, published by the U.S. General Accounting Office.

As a member of the AICPA Private Companies Practice Section, we are required to undergo a peer review every three years. We successfully completed our last peer review in August 2021 and received an unmodified opinion. A copy of our last peer review report and letter of comments is included on page 24, as required by *Government Auditing Standards*, 2018 revision. We affirm that we comply with the quality control review requirements in *Government Auditing Standards*, 2018 revision.

LIABILITY INSURANCE

We affirm that HBME carries professional liability insurance.

AFFIRMATIVE ACTION

We also state that during the audit, those employees associated with HBME will not discriminate against any employee who is employed in the work covered by the contract, or against any applicant for such employment because of race, religion, sex, color, age, handicap, or national origin. In addition, these items will not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

CONFLICT OF INTEREST CLAUSE

We affirm that none of HBME's officers, employees, or immediate family members of its officers and employees is or has been an elected official, employee, board member, or commission member of the City or its affiliates who influences the RFP, selection of a proposer, or the subsequent written agreement.

INDEMNITY PROVISION

HBME agrees to defend, indemnify, and hold harmless the City, its officials, employees, representatives, and volunteers from and against all claims, demands defense costs, liability, or consequential damages of any kind or nature arising from auditor's negligent or wrongful conduct or from their duties as the City's auditor, and from its performance or failure to perform, under the terms of this agreement.

ENGAGEMENT TEAM

A key element in your selection of a public accounting firm is the people you will work with on the engagement. HBME, LLC professionals have served organizations such as yours throughout their careers.

Proposal to Serve Heber City Corporation

QUALIFICATIONS AND EXPERTISE OF STAFF

They understand your needs and are highly motivated to help you make your organization even more successful. Shown below are brief descriptions of the responsibilities of those who will be serving you on-site. Their resumes are further detailed on the following pages.

Jeffrey B. Miles, CPA, Partner, in charge of Accounting & Auditing Services, will be responsible for coordinating and performing all audit services provided, and for the review of all reports. He will help coordinate the review of the financial statements. He will also be closely involved in any special services requested.

Aaron R. Hixson, CPA, Partner, will be responsible for the final review of all reports to ensure they comply with standards and are properly presented. He will also assist with any technical issues.

Shawn F. Martin, CPA, Manager, will be the on-site lead supervisor. He will oversee all areas of the audit and will perform technical review of fieldwork and work closely with the Finance Department to ensure the financial statements are properly presented.

Todd H. Sullivan, Senior, will assist with the performance of audit fieldwork.

Warren P. Anderson, CPA, Senior, will assist with the performance of audit fieldwork.

Proposal to Serve Heber City Corporation

QUALIFICATIONS AND EXPERTISE OF STAFF

AARON R. HIXSON, CPA
Audit Partner
HBME, LLC

Mr. Hixson has been in auditing for over 20 years. He has had extensive experience with a variety of governmental audit and attestation engagements for Kaysville City, Clearfield City, Riverton City, Provo City, Logan City, Pleasant Grove City, and Provo City School District. He specializes in supervising, planning and conducting financial and compliance audits of several cities, special districts, and school districts.

Mr. Hixson is very proficient in IT matters and is charged with all the software used during fieldwork, including specialized auditing tools.

PROFESSIONAL EXPERIENCE:

2007 - Present	HBME, LLC (formerly Hansen, Bradshaw, Malmrose & Erickson, P.C.)
2004 - 2007	Eide Bailly LLP (Boise, ID office)
2002 – 2004	Ernst & Young LLP (Seattle, WA office)

INDUSTRY EXPERIENCE:

City governments	Colleges and universities
School Districts	County governments
Special Districts	Non-profit organizations

SPECIALIZED TRAINING:

Utah State Auditor's Office Local Government Annual Updates
GFOA Advanced Governmental Accounting Seminar
Utah Government Finance Officers Conference

ACADEMIC EXPERIENCE:

MBA	University of Utah
B.S. - Accounting	Brigham Young University

OTHER:

Member	Utah Association of Certified Public Accountants
Member	American Institute of Certified Public Accountants
Member	Utah Government Finance Officers Association

Proposal to Serve Heber City Corporation

QUALIFICATIONS AND EXPERTISE OF STAFF

JEFFREY B. MILES, CPA
Audit Partner
HBME, LLC

Mr. Miles has had experience in public accounting for over 16 years. His responsibilities include performance of audits for small and medium-sized businesses, cities and nonprofit organizations, including Provo City, Riverton City, Taylorsville City, Pleasant Grove City, Logan City, Springville City, Bluffdale City, Holladay City, Millcreek City, Herriman City, and Ogden City.

PROFESSIONAL EXPERIENCE:

2008 - Present	HBME, LLC
2006 - 2008	Price Waterhouse Coopers, LLP

INDUSTRY EXPERIENCE:

- Large and medium sized governments
- Nonprofit organizations
- Wholesale and retail companies
- Manufacturing companies

SPECIALIZED TRAINING:

- Utah State Auditor's Office Local Government Annual Updates
- GFOA Advanced Governmental Accounting Seminar
- Utah Government Finance Officers Conference

ACADEMIC EXPERIENCE:

- BBA – Accounting Idaho State University

OTHER:

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants
Member	Utah Government Finance Officers Association

Proposal to Serve Heber City Corporation

QUALIFICATIONS AND EXPERTISE OF STAFF

SHAWN F. MARTIN, CPA
Audit Manager
HBME, LLC

Mr. Martin has experience in public accounting for over nine years and as a Controller in industry for three years. His responsibilities include performance of audits for counties, cities, nonprofit, and other organizations, including Layton City, Pleasant Grove City, Riverton City, Bluffdale City, Kaysville City, Provo City School District, Unified Police Department, United Way of Northern Utah, Morgan County, Provo City, Taylorsville City, and more.

PROFESSIONAL EXPERIENCE:

2019 – Present	HBME, LLC, Audit Manager
2017 – 2019	PW Companies, Controller
2016 – 2017	Valley Behavioral Health, Assistant Controller
2013 - 2016	Hansen, Bradshaw, Malmrose & Erickson, P.C., Senior Audit Associate
2010 - 2013	Jones Simkins, LLC, Audit Associate

INDUSTRY EXPERIENCE:

- Nonprofit organizations
- City governments
- County governments
- School districts
- Small to medium-sized companies

ACADEMIC EXPERIENCE:

MAcc	Weber State University
B.S. - Psychology	Weber State University

OTHER:

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants

Proposal to Serve Heber City Corporation

QUALIFICATIONS AND EXPERTISE OF STAFF

TODD H. SULLIVAN

**Audit Senior
HBME, LLC**

Mr. Sullivan holds a Master's Degree in Accounting. He is currently working on achieving his CPA License. Before joining the firm, he was with the Utah State Tax Commission for a year and half, as an Associate Tax Auditor. His responsibilities include performance of audits for small and medium-sized businesses, cities and nonprofit organizations, including Morgan County, Draper City, Murray City, Springville City, Holladay City, Kaysville City, Provo City, Logan City, Pleasant Grove City, Taylorsville City, Midvale City, and more.

PROFESSIONAL EXPERIENCE:

2016 - Present	HBME, LLC
2015 - 2016	Utah State Tax Commission

INDUSTRY EXPERIENCE:

City governments
County governments
School districts
Small to medium-sized companies
Nonprofit organizations

ACADEMIC EXPERIENCE:

MAcc	Southern Utah University
B.S. - Accounting	Dixie State University

OTHER:

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants
Member	Association of Certified Fraud Examiners

Proposal to Serve Heber City Corporation

QUALIFICATIONS AND EXPERTISE OF STAFF

WARREN P. ANDERSON, CPA

Audit Senior

HBME, LLC

Mr. Anderson has experience in public accounting for 5 years and as a Staff Accountant in industry for 1 year. His responsibilities include performance of audits for counties, cities, nonprofit, and other organizations, including Layton City, Kaysville City, Springville City, Oquirrh Recreation and Parks District, Kearns Improvement District, Murray City, Morgan County, Provo City, Pleasant Grove City, Draper City, Bluffdale City, and more.

PROFESSIONAL EXPERIENCE:

2020 – Present	HBME, LLC, Audit Senior
2019 – 2020	Western States Lodging and Management, Staff Accountant
2018 – 2019	WSRP, LLC, Tax Associate
2016 – 2018	CBIZ MHM, LLC, Tax Associate

INDUSTRY EXPERIENCE:

- Nonprofit organizations
- City governments
- County governments
- Small to medium-sized companies

ACADEMIC EXPERIENCE:

MAcc	University of Utah
B.S. - Accounting	Dixie State University

OTHER:

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants

Proposal to Serve Heber City Corporation

EXPERIENCE OF HBME, LLC

We have significant experience with government entities, including financial and single compliance audits.

Similar Engagements with Other Governmental Entities

HBME has been engaged to perform the year-end financial audit services for the following Utah municipalities through and for the year ended June 30, 2022. The completion date for all of the clients listed were within the six-month time frame, as required by Utah State Law. All required submissions were on-time. See contact information in the references section.

Client	Scope of Engagement*	Years Served	Service Through Date	Engagement Partner	Engagement Manager
<u>Municipalities</u>					
Kaysville City	Financial Audit	9 years	6/30/2022	Aaron Hixson	Aaron Hixson
Pleasant Grove City	Financial Audit	6 years	6/30/2022	Aaron Hixson	Shawn Martin
Riverton City	Financial Audit	11 years	6/30/2022	Jeff Miles	Shawn Martin
Provo City School District	Financial Audit	9 years	6/30/2022	Aaron Hixson	Shawn Martin
Draper City	Financial Audit	9 years	6/30/2022	Robert Wood	Robert Wood
Layton City	Financial Audit	19 years	6/30/2022	Robert Wood	Robert Wood
Provo City	Financial Audit	16 years	6/30/2022	Jeff Miles	Jeff Miles
Taylorsville City	Financial Audit	14 years	6/30/2022	Robert Wood	Robert Wood
Murray City	Financial Audit	4 year	6/30/2022	Robert Wood	Robert Wood
Holladay City	Financial Audit	6 years	6/30/2022	Robert Wood	Robert Wood
Springville City	Financial Audit	6 years	6/30/2022	Robert Wood	Robert Wood
Bluffdale City	Financial Audit	16 years	6/30/2022	Jeff Miles	Shawn Martin
Millcreek City	Financial Audit	5 years	6/30/2022	Jeff Miles	Jeff Miles
Ogden City	Financial Audit	3 years	6/30/2022	Jeff Miles	Jeff Miles

* Financial audit services include Federal Single Audits and Utah State Compliance requirements, as applicable.

GFOA Certificate of Achievement Experience

Many of the clients listed above prepare an ACFR and submit their financial statements for GFOA certification annually. These entities have successfully been awarded and received the GFOA Certificate of Achievement for Excellence in Financial Reporting for each of the years for which we have been engaged to provide their audit services. HBME assists these clients in ensuring the submitted statements are of the highest possible quality and comply with certificate of achievement requirements.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

At HBME, we promise you a better overall experience. While we recognize that multiple firms can accomplish the objectives of an audit, HBME appreciates that every situation and every organization is different, and we tailor our approach based on the needs of each governmental client.

Smooth Transition

We understand the transition from one professional services firm to another could be the cause of some inconvenience to the City's management and staff. We understand this dynamic and realize the decision to change service providers is not one to be taken lightly. Our goal is to make the transition as smooth as possible. We will manage the transition to minimize time demands on your employees and ensure a timely first year audit in accordance with professional standards. We know that the first year's audit hours will be 10-15% higher than in the following years. We believe these hours to be an investment in the audit and are not included in our fees. There will be no charges for startup work. Any cost associated with unanticipated work or extra costs will not be charged unless we receive prior approval by the City.

We are experienced in transitioning many clients from predecessor professional service providers. In each case, we worked closely with client personnel and accomplished the transition with minimal disruption of client activities. The following are some of the critical activities we perform to make the transitions successful.

- Spend more time in the planning stages of the audit to understand the organization's accounting and operational processes.
- Identify any issues during the planning stage and have them resolved before starting the audit.
- Provide an extensive and detailed prepared by client list of schedules, documents and confirmations needed for the audit.
- Review current auditor's workpapers to help understand what the client provided regarding schedules and other documentation. We modify our requests to match what the client has seen in the past.
- Partners and managers spend more time in the field so when issues are identified they are resolved in the field and not at the end of the audit.
- Meet the client's deadlines.
- Continue ongoing communications with management during the audit process and throughout the year.
- Indicate your requirements for access to working papers and cooperation with predecessors.

As previously noted, accessing the predecessor's audit working papers may help with the transition. We may need access to their working papers, but per auditing standards, we will contact them and inquire about certain areas of the prior audit.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

HBME values its business relationships and demonstrates this through our partner and manager involvement. Our senior level professionals are involved with our clients and are accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved onsite during fieldwork as well as staying connected throughout the year. This approach delivers the greatest benefit to our clients in that we can stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results.

Additionally, our clients experience a communication approach that stands apart in both style and frequency. Because we recognize that effective communication is critical throughout the entire audit process, our service approach is one where communication begins with planning and continues through the year. Additionally, we take a collaborative communication approach with our clients and include them in the process as our peers. Our clients offer a wealth of knowledge and information about their organization, and communicating with them as a business partner ultimately produces the best outcome.

During our auditing services, we will hold periodic meetings with your management. This continuous communication ensures you are fully informed and provides us with timely information that will enable us to best serve your organization. Prior to beginning the engagement, we will discuss with management:

- The engagement timeline
- The audit approach and process
- Additional considerations that may affect scope, schedules and workpapers to be prepared by your personnel

Sampling

Sampling may be performed for tests of controls, compliance testing and substantive tests of certain accounts and transactions. During our audit of basic financial statements, we will also select various transactions for testing based on materiality assessed at the appropriate level. These transactions may include such items as capital assets additions, expenditures, subsequent disbursements, and subsequent receipts. We will be pleased to discuss specific sample sizes and selection methods when they are determined, either during audit planning or during fieldwork. We will select the appropriate sample size to support our conclusions in compliance with laws, regulations, and auditing standards.

We will use confirmations in the areas of cash and investments, debt, state retirement systems and other areas deemed necessary.

We will perform tests of the City's compliance with certain provisions of laws, regulations, contracts and grants. We will assess the risk of material misstatement resulting from violations of laws and regulations having a direct and material effect on the determination of financial statement amounts. These laws and regulations can relate to items such as budgetary compliance, purchasing compliance and cash and investment compliance, as well as single audit compliance, as applicable.

We will combine compliance tests of laws and regulations that involve the inspection of documentation supporting transactions with substantive tests of transactions and tests of control procedures.

Our audit will meet all federal and state requirements, as applicable. Samples will be used to the extent necessary to support our conclusions on compliance with laws and regulations.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

Software

HBME staff utilize progressive and effective software to streamline the audit process and make it as efficient as possible. The major software products we utilize include:

- **CCH Prosystems Engagement** - Software to facilitate the preparation of audit adjustments and financial statements in a paperless format.
- **Microsoft Excel** - Software to prepare audit workpapers and schedules.
- **Microsoft Word** - Software to generate audit memos, audit correspondence and audit workpapers.
- **CCH Teammate Analytics** – Analytical software to enhance auditing procedures by performing data analysis to identify certain trends or patterns.
- **CCH Accounting Research Manager** - Internet access for all accounting and auditing standards. Areas include GASB, FASB, AICPA, and other resource material. We can access this material at any given time and can provide a quick response to any technical questions you may have.

Analytical Procedures

HBME will apply analytical procedures throughout general planning to improve our understanding of your operations and to identify audit areas for increased attention. These will be applied to assist in planning the nature, timing, and extent of other procedures. They will be applied to all balance sheet, revenue/receipt and expense/expenditure areas. These procedures include, but are not limited to, the comparison of the current year to the previous year and budget amounts. Areas that show results different from those anticipated or planned will be further investigated to determine the validity of the variance.

Audit Hour Estimates

Providing our clients with effective and efficient audits services is very important to us. We recognize the importance of ensuring our audit team is assigned to each audit area, based on our risk-based approach. The estimated hours, by staff level, are determined by the partner and managers during the planning phase and is monitored throughout all phases of the audit engagement. Refer to these estimates on pages 22, *Proposed Audit Fees*.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

Internal Controls Approach

The approach we will take to gain an understanding of your internal controls includes:

- Interview City personnel
- Review organizational charts, accounting and procedure manuals and programs
- Complete internal control questionnaires
- Write-up system narratives
- Evaluate items selected for testing
- Review controls over financial information systems

In addition, our engagement approach is based on two key assumptions:

- Observations we believe will help the City achieve its objectives will be shared. We will also be pleased to respond to inquiries you may have about financial or other business matters.
- The assistance to be provided by your personnel, including the preparation of schedules and analyses of accounts, will be discussed with the Finance Department. The timely completion of this work will assist us in performing our work efficiently.

Compliance with Laws and Regulations

During the planning process, we will discuss with the City's management and personnel the laws and regulations to which the City is subject. The object of our discussion will be to determine those laws and regulations that could have a material impact on the financial statements. Pertinent to our discussion will be our knowledge of such laws and regulations, and our knowledge of *Government Auditing Standards*. We are aware of the applicable requirements and consider them when determining the necessary audit procedures for the City.

Audit Strategy

HBME's strategy for approaching the audit is to deliver value by remaining true to practices that have worked well for our clients in the past:

- Hire only talented individuals with a passion for client care.
- Treat our employees right and provide educational and professional advancement opportunities to minimize turnover.
- Assign highly qualified professionals with government experience.
- Maintain stability on audit teams from year to year to enhance our relationship with our clients, make the best use of their time, and deliver consistent service.

These core practices are often cited by our clients as the reasons they chose to be and remain as HBME clients.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

Client Responsibilities

The following represents the type of information we request during the audit process:

- Reconciliations of detailed subsidiary ledgers to the general ledger
- Analysis of account balances
- Provide documentation to support balances and transactions
- Preparation of confirmations and internal control and other questionnaires
- Prepare financial statements

Audit Objectives

The primary objective of our audit procedures is to enable us to issue opinions on the City's financial statements.

- A. Our audit procedures are conducted in accordance with auditing standards generally accepted in the United States of American and *Government Auditing Standards* and will include tests of accounting records and other procedures considered necessary to enable the expression of such an opinion.
- B. Our audit procedures are designed to obtain reasonable assurance about whether the financial statements are free of material misstatement using accounting principles generally accepted in the United States of America.
- C. The audit procedures include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit procedures also include discussions with management, an assessment of the quality of the accounting principles used and significant estimates made, as well as evaluating the overall consistency of the financial statements and related disclosures.
- D. The audit procedures also include, when required, testing compliance with Subpart F of the new Omnibus (OMB) and other federal grant requirements. We will obtain evidence supporting the related revenues and expenditures, and disclosures in the financial statements.

Management Letter Reporting and Communications

There are many ways to say the same thing. We understand that our job is to communicate information to you, regardless of its nature. To build a better client experience, we focus on employing communication styles that are collaborative rather than combative. By keeping our communication positive, friendly, and open, we believe we can create positive discussions with our clients.

As we identify issues during the audit, we focus on communicating information as early as possible, which results in concluding the audits without springing surprises on our clients at the end of the process. By always keeping the lines of communication open and properly planning the audit, we are able to keep the process moving in an efficient manner.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

Planning

During this phase, we determine the timing of the various procedures, complete logistical arrangements, arrange for assistance to be provided by personnel from the City, and prepare the audit work programs. We believe the planning component is important to the process as it helps properly address changes and concerns prior to commencement of the audit field work. For this reason, we spend a significant amount of our time in the planning phase. We will also complete a risk analysis, develop a better understanding of the City, perform preliminary review procedures, and assess fraud risk factors in accordance with SAS 99 as well as SAS 104-111. In addition, we will perform selected compliance testing and fraud risk documentation.

The following outline summarizes the elements of the planning phase:

1. Assess Risk

- a. The partners and managers review and identify estimates to determine areas of risk in relation to the financial statements.
- b. Management override of internal control can significantly impact the financial reporting process. We consider this in our planning and timing of procedures for the City.

2. Identify Issues

- c. During the planning phase, we will also have pre-engagement planning discussions with the City's management to discuss accounting issues, changes in the financial statements, and other issues affecting the audit process.
- d. Our audit team will review interim financial statements. This review provides us with information necessary to help plan our audit and develop questions.

3. Document Systems

Through discussions held with personnel from the City and the completion of various questionnaires, we will develop an understanding of your financial reporting process and internal controls. We reassess the procedures and controls annually and appropriately plan the audit to address any concerns. We address any concerns identified in connection with this review in our letter of comments to the City Council.

4. Consideration of Fraud

Auditors have a responsibility to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud (SAS 99 and others). HBME's audit approach has historically addressed many of these issues in accordance with our internal policies. The recent changes have primarily required us to change our documentation policies regarding fraud risk factors and our response to those factors.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

5. Tailor Audit Approach

After considering the above factors, we design audit procedures to address changes and difficult areas. Examples include using data extraction software to analyze various accounts and transactions.

Preparing/Internal Control

During this phase, we will review the internal control systems for the City and review Council minutes. We will also review agreements entered during the current year. In addition, we will perform some preliminary substantive procedures.

The following outline summarizes the elements of the preparing phase:

1. Communicate Expectations

We will set report delivery time frames for both drafts and final copies of the financial statements and letters to the City Council and Administration.

2. Conduct Preliminary Analytical Review

Our audit team will review interim financial statements to identify significant or unusual variances from the prior year and from the budget. This information will be used to formulate expectations and will also be used in the fraud risk analysis.

3. Tailor Data and Schedule Requests

We will coordinate information requests and timing of our onsite work with management and make arrangements to meet with personnel from the City involved in the audit.

4. Select Samples and Set Scopes

We will begin making sample selections from preliminary financial information to distribute time requirements of personnel from the City during the audit process.

Conducting/Fieldwork

This phase of the audit includes the primary portion of the substantive testing of the financial statements. This testing includes confirming certain accounts and transactions, vouching selected transactions to source documents, analyzing account balances, making inquiries of management and others, and conducting an analytical review of various account balances and the financial statements.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

All of our partners and managers have extensive experience with yellow book audits, including drafting both Basic Financial Statements and Annual Comprehensive Financial Reports (ACFR). We currently draft or assist in drafting ACFRs for many of our clients. We also have significant experience (more than 18 years) with Federal Single Audits for many of our City clients.

The following outline summarizes the elements of the conducting phase planned for our audit of the City:

1. Risk-Based Approach

During fieldwork, we continually reevaluate the risk factors identified during the Planning and Preparing Stages. As we will have a partner and a manager on site, we will be able to quickly respond to changes and make the necessary modifications in our audit approach.

2. Tests of Balances and Transactions

- Utilize computer assisted auditing tools in sampling accounts receivable and account payable transactions, in the review of general journal entries, and the identification of significant or unusual transactions in specific accounts.
- Vouch to source documents for selected items.
- Review activity subsequent to year-end (to substantiate cut-off as well as substantiate liabilities).
- Confirm balances with external sources, such as financial institutions, investment managers and actuaries.
- Determine proper GASB 40 classifications for the investments.
- Determine proper GASB 63, 65, and 68 compliance for deferred outflows, deferred inflows, and net position.
- Work with City to determine and provide a schedule of when all functions of the City will be audited during the seven-year contract (based on need and risk assessment).
- We don't plan to use specialists, unless needed for tasks such as arbitrage rebate calculations.

3. Compliance

We review federal and state statutes to ensure they are being met.

4. Review Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Proposal to Serve Heber City Corporation

SPECIFIC AUDIT APPROACH

5. Final Analytical Procedures

We will compare financial statement line items for the current, preceding period and budget amount, analyze the results, and inquire of management and others within the City regarding significant changes. We will also consider whether sufficient audit evidence has been obtained in response to unusual or unexpected balances or relationships. In addition, we will consider whether responses to inquiries throughout the audit about analytical relationships have been vague or implausible or have produced evidence that is inconsistent with other evidential matters accumulated during the audit.

6. Review of Working Papers and Financial Statements

The partner and managers will review the working papers. We believe it is important to complete most of the working paper reviews in the field to omit the number of phone calls back to your staff and reduce interruptions. In addition to the review conducted by these individuals, the financial statements will be reviewed by a partner not otherwise associated with the audit of the City to obtain a second opinion on the completeness and adequacy of financial statement disclosures and audit procedures.

7. Hold Exit Conference with Management to Discuss Findings and Reports

This meeting generally occurs on the last day of fieldwork.

Reporting

We will issue the audit reports and other letters to the City's Council and will present these reports to the Council at their regularly scheduled meeting. Our comments will address the City's significant accounting policies, management's judgments and estimates related to the financial statements, and other items related to the conduct of the audit. If our audit procedures disclose the existence of reportable conditions or other matters that we feel should be communicated, we will report those items to the City Council.

Proposal to Serve Heber City Corporation

PROPOSED AUDIT SCHEDULE

We sincerely pride ourselves at HBME for never missing a deadline. We will always ensure that hard deadlines with the State, Federal Government, or any other entity will be met. We will also ensure that the City is aware of the deadlines, so that we can work together to be 100% compliant. Our firm has never missed a reporting deadline as required by State and Federal laws.

The following is our proposed schedule for completing the 2023 audit (subsequent audit years will be modified):

<u>Audit Function</u>	<u>Approximate Dates</u>
Pre-audit conference	Mid July
Confirmations sent on cash accounts, receivables, bonds and other debt, tax revenues, State Retirement System, etc.	Mid July
Review, evaluation and testing of internal control structure, preparation of audit programs, and interim auditing procedures, including state legal compliance testing	Mid July – Mid August
Complete interim auditing procedures, year-end financial and compliance auditing procedures, including single audit, if applicable	September – October
Preparation and/or review of financial statements, yellow book reports, state compliance report and management letters, issuance of all reports	November
Closing conference with City Council	November or December Council Mtg.

Proposal to Serve Heber City Corporation

PROPOSED AUDIT FFES

Year Ended	ACFR & State Comp Audits		Single Audit	
	Estimated Hours	Fee	Estimated Hours	Fee
June 30, 2023	180	\$ 22,000	40	\$ 5,000
June 30, 2024	180	23,000	40	6,000
June 30, 2025	180	24,500	40	7,000
June 30, 2026	180	25,500	40	8,000
June 30, 2027	180	27,000	40	9,000
		<u>\$ 122,000</u>		<u>\$ 35,000</u>

The fees for the 2023 audit, were determined based on the following rates:

Classification	Hourly Rates	Estimated Hours	Total Fees	Estimated Hours	Total Fees
Partners	\$ 275	40	\$ 11,000	10	\$ 2,750
Manager	215	40	8,600	10	2,150
Seniors	160	100	16,000	20	3,200
		<u>180</u>	<u>\$ 35,600</u>	<u>40</u>	<u>\$ 8,100</u>

Estimated billable hours are as follows:

	Estimated Hours
Planning	40
Fieldwork	100
Review	20
Reporting	20
	<u>180</u>

The proposed fees for 2023 reflect the following adjustments:

Total professional fees	\$ 35,600	\$ 8,100
Discount	<u>(13,600)</u>	<u>(3,100)</u>
Proposed total cost of the 2023 audit	<u>\$ 22,000</u>	<u>\$ 5,000</u>

As it is impossible to predict the issuance of new and time consuming standards or other significant changes in the auditing and reporting process, including the financial audit, as well as the Utah State Audit Compliance guide, the above fees are based on the nature of the City as it presently exists, under the current standards and procedures, and are also based upon our understanding that your personnel will provide certain schedules and other information on a timely basis that will be required during the course of the audit, and that all information and support provided will agree to the general ledger. The above fees will not change, even under these circumstances, until a conversation occurs with appropriate personnel.

Proposal to Serve Heber City Corporation

REFERENCES

<u>Entity</u>	<u>Business</u>	<u>Person(s) to Contact</u>	<u>Phone #</u>	<u>Email</u>
Riverton City	Government	Kevin Hicks, Finance Director	801-208-3122	khicks@rivertoncity.com
Kaysville City	Government	Dean Storey, Finance Director	801-546-1235	dstorey@kaysvillecity.com
Provo City School District	Government	Devyn Dayley, Finance Director	801-374-4828	devynd@provo.edu
Layton City	Government	Tracy Probert, Finance Director	801-336-3881	tprobert@laytoncity.org
Pleasant Grove City	Government	Denise Roy, Finance Director	801-922-4506	droy@pgcity.org
Provo City	Government	John Borget, Finance Director	801-852-6504	jborget@provo.utah.gov
Taylorsville City	Government	Scott Harrington, CFO	801-955-2004	sharrington@taylorsvilleut.gov
Murray City	Government	Brenda Moore, Finance Director	801-264-2513	bmoore@murray.utah.gov
Springville City	Government	Bruce Riddle, Finance Director	801-489-2708	briddle@springville.org
Bluffdale City	Government	Dave Sanderson, CPA-External FD	801-580-6327	dsaccounting@comcast.net

Larry D. Graham, CPA
Richard P. Reimann, CPA
Stephen A. Willadson, CPA
Stephanie L. Means, CPA
Rick Mason, CPA - Retired



Joni Kumor, CPA
John A. Smith, CPA
Scott Buckingham, CPA
Andrew J. Beyeler, CPA
Jack E. Lenhart, CPA - Retired
Larry G. Bean, CPA - Of Counsel

Report on the Firm's System of Quality Control

August 30, 2021

To the Members of HBME, LLC
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of HBME, LLC (the firm) in effect for the year ended August 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of HBME, LLC in effect for the year ended August 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. HBME, LLC has received a peer review rating of pass.

Lenhart, Mason & Associates, LLC

Lenhart, Mason & Associates, LLC

Member American Institute of Certified Public Accountants
900 Werner Ct., Suite 200 • Casper, WY 82601
Tel: (307) 234-7800 • Fax: (307) 234-9847, (307) 234-5414

Exhibit 8

Forced Ranking Form for Council: External Auditing Firm

How to Use Forced Ranking Form: Rank firms after each presentation (see numbered rows 1-3). For example: After the first presentation, enter the firms name on row one of column marked Highest Ranking #1. After the second presentation, place first and second choices on row two, columns #1 and #2. Repeat rankings after each presentation until all three Auditing Firms are entered on row three with the top ranked firm located in column #1 of row three. Do not use the shaded cells.

Row #	1 Highest Ranking	2	3 Lowest Ranking
1			
2			
3 Final			

Evaluator: _____

Date: _____

Notes:

1.

[illegible]

2.

[illegible]

3.

[illegible]

Exhibit 6

AGREEMENT PROFESSIONAL ACCOUNTING SERVICES

This Agreement is executed and delivered as of the last dated executed below, by and between **HEBER CITY** (the “City”), a Utah municipal corporation located at 75 North Main St., Heber City, State of Utah and **GILBERT & STEWART CPA, PC** (the “Firm”), an accounting firm located at 190 West 800 North, Suite #100, Provo, UT 84601.

RECITALS

WHEREAS, City is required, and desires, to have an annual audit of its financial statements in accordance with auditing standards generally accepted in the United State of America (GAAS), and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States; and

WHEREAS, City desires to obtain the services of a professional accounting firm to provide auditing services to the City on an annual basis; and

WHEREAS, Firm desires to provide accounting services to City and has the necessary staff, accountants, experience and support services to provide the required level of auditing services to City; and

WHEREAS, after solicitation and review of proposals from several accounting and auditing firms, City desires to retain the services of Firm to provide auditing services on an annual basis as described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for adequate consideration which is hereby acknowledged, Firm and City hereby agree as follows:

SERVICES

1. Firm agrees to provide to City the level of auditing services described in its written response to City's RFP, which written response is incorporated into this Agreement by this reference; and further agrees to perform such auditing services in a manner consistent with all professional standards established for the accounting and auditing profession.
2. City agrees to assist Firm with the performance of their auditing duties as required by Firm including making available the City Manager and other city employees as necessary.
3. Firm agrees to complete its yearly audit services by close of business on the Wednesday preceding Thanksgiving, and to present the audit findings to the Heber City Council at its first regular meeting in December.

TERM

4. This agreement shall be in full force and effect beginning on the effective date through and until the completion of the June 30th, 2027 annual audit. Notwithstanding the foregoing, the parties agree that this contract may be terminated by either party at any time prior to the commencement of an annual audit process by providing at least sixty (60) days written notice to the other party.

COMPENSATION

5. City agrees to compensate Firm for performing auditing services as follow:

A. Financial Statement and Compliance Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$12,000
2024	\$12,000
2025	\$12,000
2026	\$12,000
2027	\$12,000

B. Single Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$5,000
2024	\$5,000
2025	\$5,000
2026	\$5,000
2027	\$5,000

C. Compliance Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$1,000
2024	\$1,000
2025	\$1,000
2026	\$1,000
2027	\$1,000

CONFLICT

6. Parties to this agreement hereby acknowledge that Firm provides similar services to

other clients who may have claims or other interests which may be adverse to City, its agencies, departments, or officials or employees, (collectively "City"). It shall be the duty of Firm to determine if the conflict violates any professional or legal standards or impairs Firm's ability to provide the services to City.

ENTIRE AGREEMENT

7. Parties hereto agree that this agreement, together with the annual audit engagement letter, as explained in the following paragraph, and any incorporations by express reference, constitute the entire agreement between the parties, and merges any prior written or oral agreements made between the parties into this written memorandum of agreement. Parties further agree that any amendment to this agreement may be made only in writing and must be signed by both parties.

ANNUAL AUDIT ENGAGEMENT LETTER

8. Prior to each audit, Firm shall provide its annual audit engagement letter, as required by Firm's quality control standards and Firm's professional standards, to City for its review and approval. The annual audit engagement letter will confirm the parties' understanding of the audit services to be performed and the terms of the engagement. The engagement letter will specify the responsibilities of City and the responsibilities of Firm, and the objectives and limitations of the audit. The engagement letter will also contain certain communications required by Firm's professional standards.

LAWS OF UTAH

9. This agreement shall be governed by the laws of the State of Utah as to interpretation and application.

ATTORNEYS FEES; CONFLICT RESOLUTION

10. Should it become necessary to enforce the terms of this agreement, or to defend a claim of failure to perform, either in court or before an arbitrator, the losing party shall pay all reasonable attorney's fees and costs to the party winning or defending any such action.

11. The parties may agree at the time to arbitrate or mediate any dispute that may arise. In the absence of a mutual agreement for alternative dispute resolution, disputes shall be submitted to Fourth District Court in Wasatch County, Utah.

TIME IS OF THE ESSENCE

12. Time is of the essence of this agreement. If either party to this agreement shall fail to perform the obligations set forth herein, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

DATED this _____ day of _____, 2023.

GILBERT & STEWART CPA, PC

Signature

Print Name: _____

Title: _____

DATED this _____ day of _____, 2023.

HEBER CITY

Heidi Franco, Mayor

Attest:

Approved as to form:

Trina Cooke
City Recorder

Jeremy Cook
City Attorney

Exhibit 7

AGREEMENT PROFESSIONAL ACCOUNTING SERVICES

This Agreement is executed and delivered as of the last dated executed below, by and between **HEBER CITY** (the “City”), a Utah municipal corporation located at 75 North Main St., Heber City, State of Utah and **LARSON & COMPANY, P.C.** (the “Firm”), an accounting firm located at 765 North Main, Spanish Fork, Utah, 84660.

RECITALS

WHEREAS, City is required, and desires, to have an annual audit of its financial statements in accordance with auditing standards generally accepted in the United State of America (GAAS), and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States; and

WHEREAS, City desires to obtain the services of a professional accounting firm to provide auditing services to the City on an annual basis; and

WHEREAS, Firm desires to provide accounting services to City and has the necessary staff, accountants, experience and support services to provide the required level of auditing services to City; and

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NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for adequate consideration which is hereby acknowledged, Firm and City hereby agree as follows:

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2. City agrees to assist Firm with the performance of their auditing duties as required by Firm including making available the City Manager and other city employees as necessary.
3. Firm agrees to complete its yearly audit services by close of business on the Wednesday preceding Thanksgiving, and to present the audit findings to the Heber City Council at its first regular meeting in December.

TERM

4. This agreement shall be in full force and effect beginning on the effective date through and until the completion of the June 30th, 2027 annual audit. Notwithstanding the foregoing, the parties agree that this contract may be terminated by either party at any time prior to the commencement of an annual audit process by providing at least sixty (60) days written notice to the other party.

COMPENSATION

5. City agrees to compensate Firm for performing auditing services as follow:

A. Financial Statement and Compliance Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$18,000
2024	\$18,600
2025	\$19,300
2026	\$20,000
2027	\$20,700

B. Single Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$4,000
2024	\$4,100
2025	\$4,200
2026	\$4,300
2027	\$4,500

CONFLICT

6. Parties to this agreement hereby acknowledge that Firm provides similar services to other clients who may have claims or other interests which may be adverse to City, its agencies, departments, or officials or employees, (collectively "City"). It shall be the duty of Firm to determine if the conflict violates any professional or legal standards or impairs Firm's ability to provide the services to City.

ENTIRE AGREEMENT

7. Parties hereto agree that this agreement, together with the annual audit engagement

letter, as explained in the following paragraph, and any incorporations by express reference, constitute the entire agreement between the parties, and merges any prior written or oral agreements made between the parties into this written memorandum of agreement. Parties further agree that any amendment to this agreement may be made only in writing and must be signed by both parties.

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LAWS OF UTAH

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ATTORNEYS FEES; CONFLICT RESOLUTION

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TIME IS OF THE ESSENCE

12. Time is of the essence of this agreement. If either party to this agreement shall fail to perform the obligations set forth herein, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

DATED this _____ day of _____, 2023.

LARSON & COMPANY, P.C.

Signature

Print Name: _____

Title: _____

DATED this _____ day of _____, 2023.

HEBER CITY

Heidi Franco, Mayor

Attest:

Approved as to form:

Trina Cooke
City Recorder

Jeremy Cook
City Attorney

Exhibit 8

AGREEMENT PROFESSIONAL ACCOUNTING SERVICES

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RECITALS

WHEREAS, City is required, and desires, to have an annual audit of its financial statements in accordance with auditing standards generally accepted in the United State of America (GAAS), and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States; and

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A. Financial Statement and Compliance Audit Services for Fiscal Year Ending

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2024	\$23,000
2025	\$24,500
2026	\$25,500
2027	\$27,000

B. Single Audit Services for Fiscal Year Ending

June 30,	<u>Total Fee</u>
2023	\$5,000
2024	\$6,000
2025	\$7,000
2026	\$8,000
2027	\$9,000

CONFLICT

6. Parties to this agreement hereby acknowledge that Firm provides similar services to other clients who may have claims or other interests which may be adverse to City, its agencies, departments, or officials or employees, (collectively "City"). It shall be the duty of Firm to determine if the conflict violates any professional or legal standards or impairs Firm's ability to provide the services to City.

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agreements made between the parties into this written memorandum of agreement. Parties further agree that any amendment to this agreement may be made only in writing and must be signed by both parties.

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TIME IS OF THE ESSENCE

12. Time is of the essence of this agreement. If either party to this agreement shall fail to perform the obligations set forth herein, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

DATED this _____ day of _____, 2023.

HBME, LLC

Signature

Print Name: _____

Title: _____

DATED this _____ day of _____, 2023.

HEBER CITY

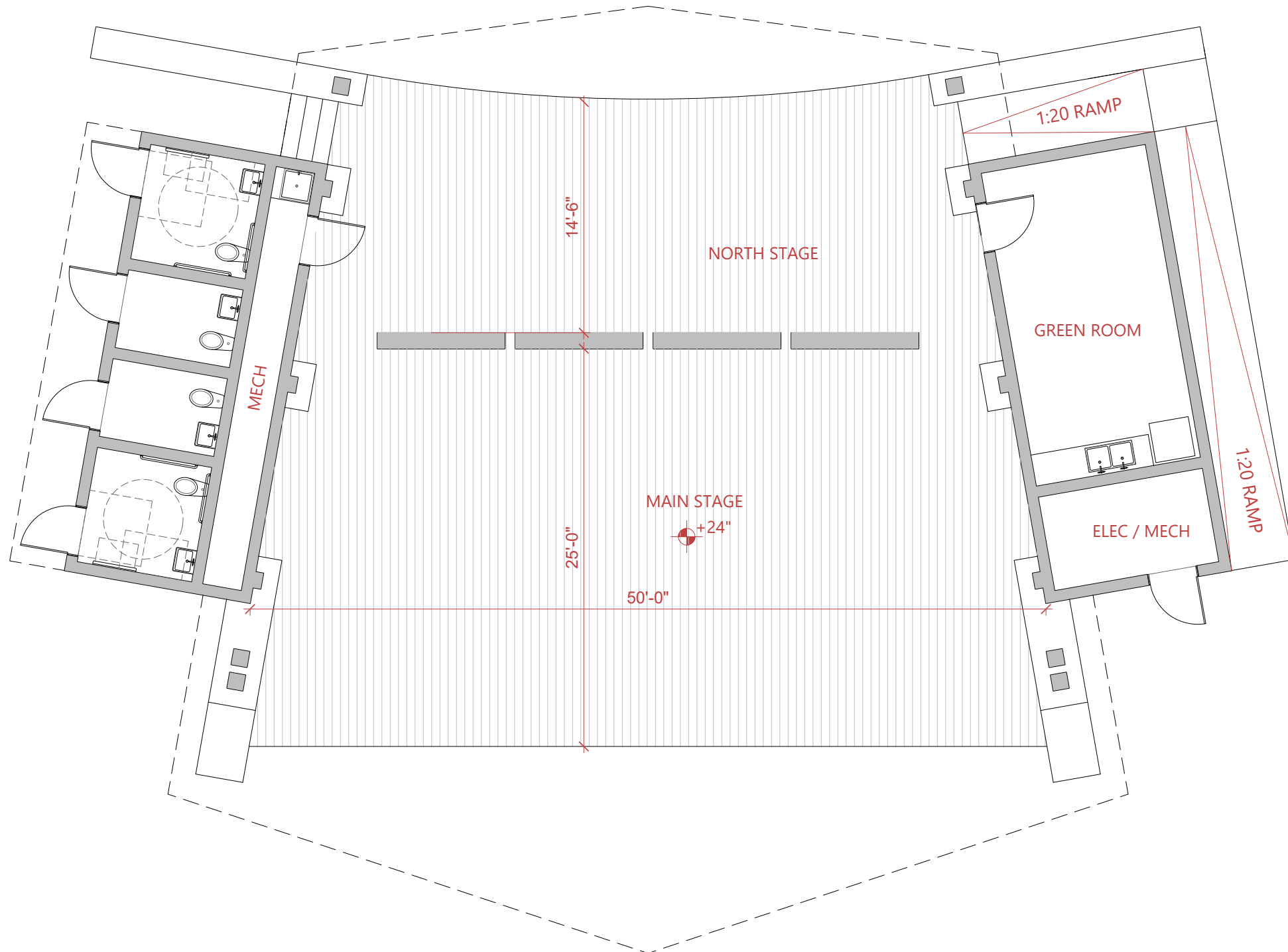
Heidi Franco, Mayor

Attest:

Approved as to form:

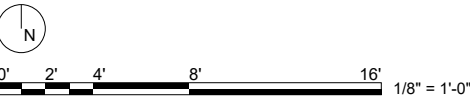
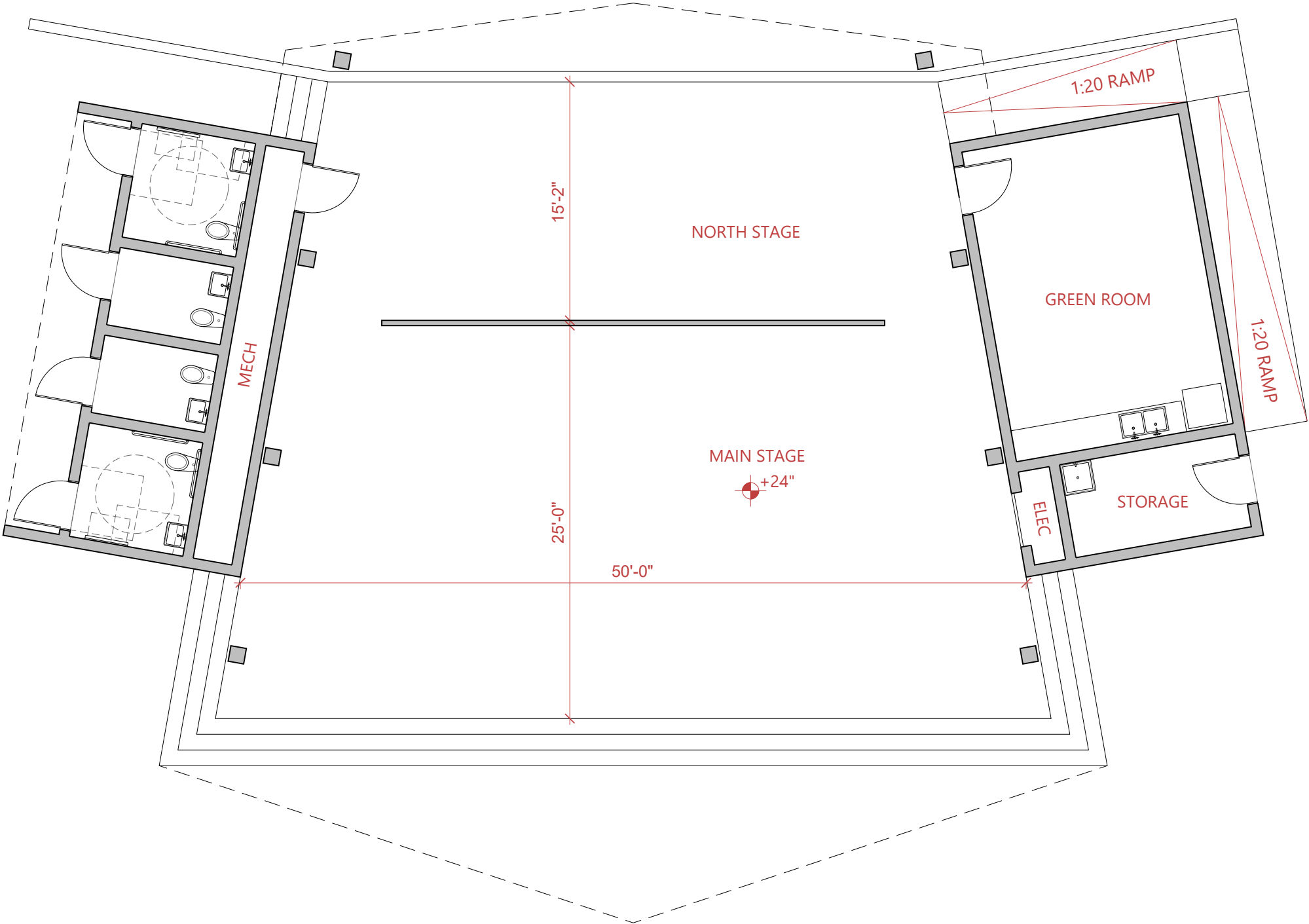
Trina Cooke
City Recorder

Jeremy Cook
City Attorney



0' 2' 4' 8' 16' 1/8" = 1'-0"

ENCLOSED AREA: 858 FT²
FOOT PRINT: 3,173 FT²





VIEW FROM SOUTH-WEST CORNER



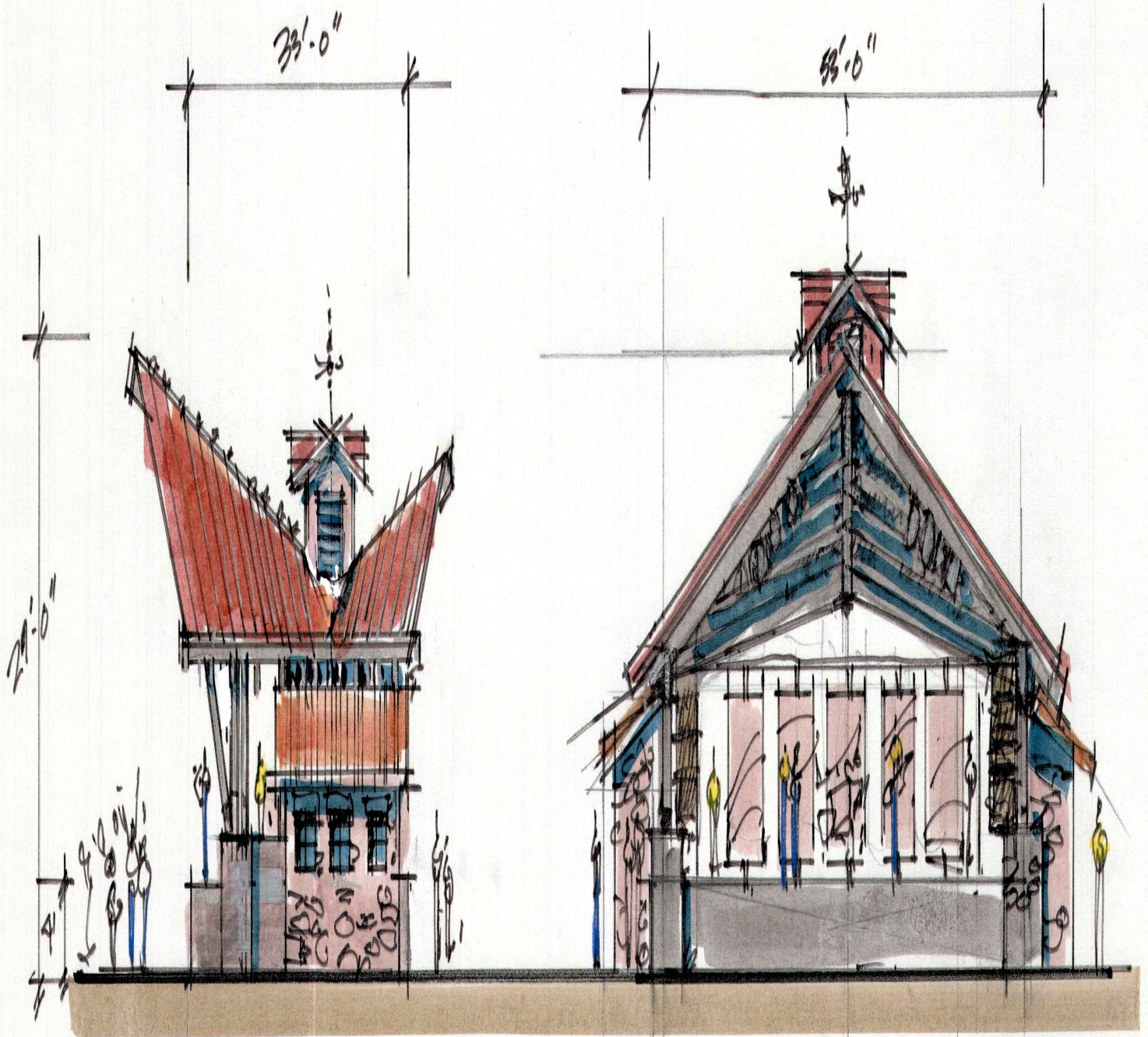
VIEW OF MAIN STAGE

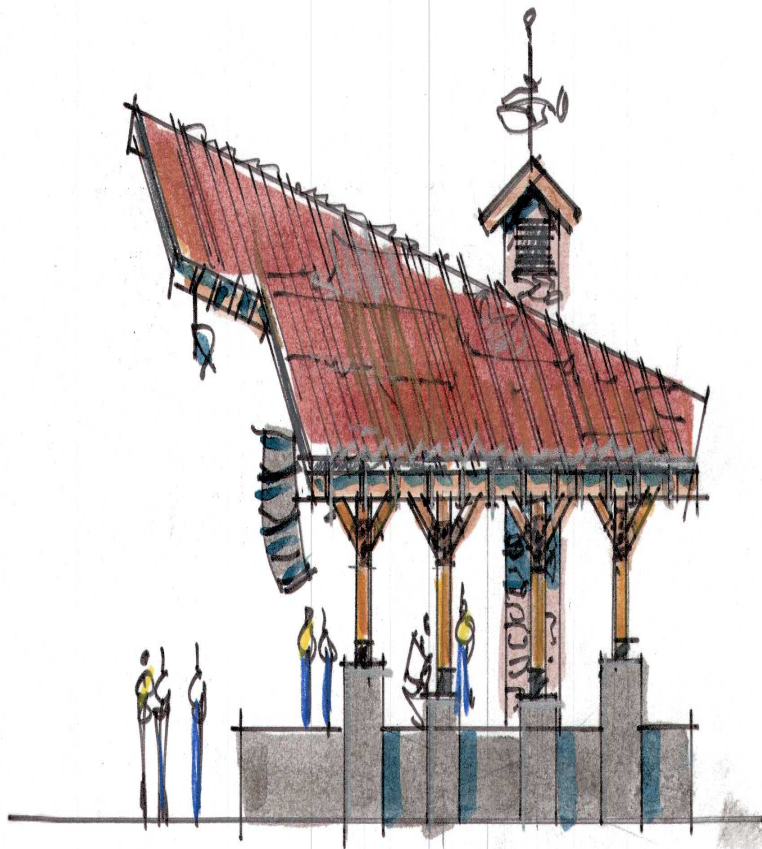


VIEW FROM SOUTH-EAST CORNER

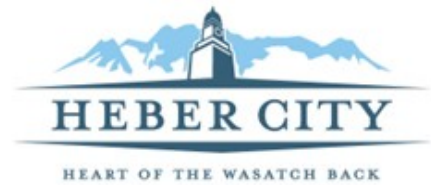


VIEW OF NORTH STAGE





Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Ordinance 2023-19 Trails Code Amendment
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the Phase 3 Envision Heber Code Update, the Planning Commission is reviewing the entire Code and Subdivision Ordinance. In 2022 after conducting a Public Hearing, the Planning Commission recommended removing the Trails Section from the subdivision ordinance and placing it in the Parks, Trails, and Open Space Master Plan. The City Council at a work session meeting in 2023 decided the section should be its' own chapter to assure more consistency when trails are required/constructed and the potential to address any developer "mistakes. The Planning Commission held a work session and a public hearing on this item and forwarded a positive recommendation to the City Council on April 25, 2023.

RECOMMENDATION

Staff recommends adoption of Ordinance 2023-19.

BACKGROUND

The new trails chapter adds the Trails study that was adopted throughout the County, to the zoning ordinance as a chapter. It will also appear in the appendix of the Parks Trails and Open Space Plan and will be reduced to three drawings with associated text addressing slope issues, revegetation, etc. in the Standards and Specifications Document in Public Works. Recently, the POSTT committee reviewed the proposed changes and support the proposed changes.

DISCUSSION

No changes have been made to the current code. This action is simple to create its own new chapter in the Code.

FISCAL IMPACT

There is no fiscal impact to the adoption of this ordinance.

CONCLUSION

Updates would provide a more functional ordinance that includes more discretion through an MDA.

ALTERNATIVES

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

POTENTIAL MOTIONS

Staff Recommended Option – Approve

I move to approve Ordinance 2023-19 with the findings and conditions as presented in the conclusion above.

Alternative 2 – Approve as Amended

I move to approve Ordinance 2023-19, with the findings and conditions as presented in the conclusion above, with the following changes:

Alternative 3 – Continue

I move to continue Ordinance 2023-19 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 – Deny

I move to deny Ordinance 2023-19.

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2023-19 Trails

ORDINANCE NO. 2023-19

AN ORDINANCE MOVING TRAIL DESIGN GUIDELINES IN HEBER CITY MUNICIPAL CODE FROM CHAPTER 17.30 TO CHAPTER 18.118 TRAIL DESIGN STANDARDS.

BE IT ORDAINED by the City Council of Heber City, Utah, Chapter 17.30 of Heber City Municipal Code is hereby repealed.

BE IT ORDAINED by the City Council of Heber City, Utah, Chapter 18.118 Trail Design Standards is hereby adopted as follows.

18.118 Trails Design Standards

18.118.010 Purpose

As noted in the Heber City general plan, our goal is to develop and incorporate a public non-motorized trail system into the future and existing infrastructure of Heber City to provide safe transportation and recreation facilities, compatible with the rural and mountainous environments of Heber City.

These trail standards have been implemented to accomplish the following:

- A. Create a seamless and consistent trail network.
- B. Improve the opportunity for alternative transportation.
- C. Provide safe facilities for all users.
- D. Enhance recreation opportunities for both residents and visitors.
- E. Create design and construction standards for trails in Heber City.
- F. Enhance recreation opportunities for both residents and visitors.
- G. Create design and construction standards for trails in Heber City.
- H. Provide enough trail options to keep traffic on trails at acceptable levels.

18.118.015 Standards

- A. In the event of a conflict between this Chapter and other adopted trails standards, the most restrictive shall apply.
- B. The standards of this Chapter may be modified by the City Engineer when trails are proposed to pass through developed subdivisions, established neighborhoods or lots containing existing buildings. In such instances, when it is legal to establish such trails in developed subdivisions, established neighborhoods or lots containing existing buildings, all reasonable efforts shall be made to establish trails, walkways, paths connecting trail systems, or trail connections, with existing sidewalks as connectors between standard trail sections, and, to locate or orient such trails, or connectors to trails on and along the outside property boundaries, at the farthest distance from homes and yards of private property, and to minimize infringement and encroachment upon existing homes, property lines and private property.

18.118.020 Trail Design

- A. Trail Function. Anticipated trail use will essentially determine what type of trail to

construct and where it will be built. There are two (2) general categories of trails: transportation and recreation, yet it is perfectly acceptable and common for the uses to be concurrent.

1. Transportation trails are generally built as destination trails and primarily connect neighborhoods with one another or with public facilities, which may include schools, recreation centers, parks, town or resort centers, shopping areas, libraries, etc. The purpose is to allow a non-motorized user a corridor that limits interference with motor vehicle traffic and promotes non-motorized alternatives for short local trips. User types may include cyclists, disabled users, walkers and a variety of other youth type activities.
 2. Trails for recreation typically provide a connection to natural spaces and provide a range of challenges and features for the trail user. Loop trails are the preferred design that will allow users to begin and end at the same trailhead location. These trails typically connect to open spaces, national forests, state parks and neighborhood parks. User groups may include mountain and road cyclists, trail runners, equestrians, joggers, hikers and walkers. Trail surfaces are generally soft surface or natural surfaces.
- B. Trail Users. These standards are set for non-motorized use and focused on all age groups, all levels of ability and generally include the following activity types: walkers, runners, joggers, hikers, cyclists (both mountain and road), skateboarders, disabled users, wheelchairs, equestrians, skiers, in-line skaters and baby movers (carriages, strollers, joggers, etc.). While it is clearly not practical for all types of trails in a mountainous environment to be fully accessible to the disabled, where reasonably appropriate, trails should comply with the requirements of the Americans with disabilities act of 1990 (ADA).
- C. Americans With Disabilities Act. A trail is considered ADA accessible if it meets the following criteria:
1. Five foot (5') minimum width.
 2. Hard surfaces. Asphalt and concrete are the most accessible. Compacted crushed stone with a diameter less than three-eighths inch (3/8") is also acceptable.
 3. Trail grade less than five percent (5%).
 4. Ramps, not stairs, should be provided for grades exceeding the five percent (5%) maximum.
 5. Ramp grades should not exceed eight percent (8%) and have a level landing for every thirty inches (30") of vertical rise and have a slip resistant surface.
 6. Thirty two inch (32") high handrails should be installed on all ramps and bridges.
 7. Trails should have a rest area every three hundred feet (300'), preferably cleared with a bench.
 8. One or more accessible parking spaces should be provided at trail parking lots.
 9. If gate or bollards are used to prevent motorized vehicle access to the trail, thirty two inch (32") clearance is necessary for wheelchair access.
- D. Trail Location. The following are guidelines for how trails should be routed to reduce maintenance needs and environmental impacts while maximizing the trail experience:
1. General Guidelines:
 - a. Trails should be located and constructed in such a manner as to minimize maintenance and maximize access. Alignment should utilize the natural topography of the land and should follow natural contours where possible with respect to surrounding landforms.
 - b. Design features should preserve and promote natural elements, including geologic, scenic, wildlife and historic.
 - c. Construction must factor in erosion related to use and weather.
 - d. Trail design should consider the trail users experience. Alignments should

avoid excessive switchbacks or lengthy steep grades. When creating alignments, consider intended volume, ability and type of user.

- e. Locate trails for both summer and winter activities giving consideration to terrain and climate. Identify snow retention areas for possible cross country ski trails. In open areas, use trail alignments that take advantage of wind protection and shaded canyon areas.
 - f. Because each trail site is unique, specific trail proposals through sensitive areas need to be considered on a case by case basis.
 - g. Trails should be clearly separated from vehicle traffic. Users are generally safer and travel experiences are enhanced on separated trails. Snow removal and general maintenance are less costly when trails are separated from roads and parking lots. At-grade crossings at roads should be limited.
 - h. The trail grade should not exceed half the grade of the hillside the trail is traversing. This is primarily to limit erosion and is a general guideline. For example, if you build across a hillside with a side slope of twenty percent (20%), the trail grade should not exceed ten percent (10%).
2. Standards For Grades, Vertical Clearance And Curve Radii:

- a. Grades. Grades of five percent (5%) and below are acceptable for standard trail sections. Grades above five percent (5%) cannot be considered wheelchair accessible. Intersections should not exceed three percent (3%). Avoid sharp curves on grades exceeding five percent (5%) to avoid confrontations between different levels of users. The following table identifies lengths of trail for grades above five percent (5%) (backcountry or natural surface trails may exceed these grades for short distances, but must factor in appropriate erosion control measures):

Grade (Percent)	Limit On Length At That Grade
<5	None
5-6	800 feet
6-7	400 feet
7-8	200 feet
8-9	100 feet
9-10	50 feet
>10	0 feet

- b. Line of Sight. Trail users need adequate sight line distances to anticipate changes in the trail and trail users coming from the opposite direction. An optimal clear view distance for bicyclists (the trail user traveling at the highest speed) is one hundred fifty feet (1501). If this distance cannot be met, appropriate signing must be placed to warn the user of curve ahead.
 - c. Vertical Clearance. Vertical clearance (or ceiling) is a ten foot (101) minimum. This allows for all types of non-motorized users. If pathways will be prepared for use during winter months, clearances should anticipate snow loading and be increased to sixteen feet (161).
 - d. Curve Radii. Curve radii will vary between allowed uses on multiple user trails. Bicycle standards should be followed, as this is the fastest moving user group requiring longer sight distances. Refer to the "AASHTO Guide for Development of Bicycle Facilities" for stopping distances, curve radii and intersection coordination.
3. Trail Types:
- a. Improved Multi-Use Trail. Multi-use trails are major community arterial routes that are non-motorized, independent of vehicular routes and provide

adequate separation from vehicles. They may bisect parks and open space, as well as parallel natural features, such as rivers and streams. These trails are both transportation and recreation oriented and should provide connections to cities, towns, back county trails and trailheads, parks, points of interest, and other transportation nodes. Where possible these trails should comply with AASHTO standards.



- b. Improved Pedestrian Trail. Improved pedestrian trails are collector trails (including sidewalks) that are non-motorized and connect users to community trails. They may bisect neighborhoods, open space, commercial developments, parks, schools, etc., and parallel rivers and streams. Many existing pedestrian trails were designed and constructed prior to the regional trails master plan. Where possible, trails less than 8 feet wide should be widened and brought into current standards to improve access to more users.



Future construction of major sidewalks that connect to the core trail network should be adapted to meet the standards of improved pedestrian trails, which will include an 8 foot wide tread surface. Efforts should be made to maintain a consistent width and for residential sidewalks to remain between 4 to 8 feet.

- c. Backcountry Trail. Backcountry trails (single-track type) are defined as trails that provide access for users to explore areas outside of the urban trail network. These non-motorized trails are typically designed and constructed for a variety of recreational users, such as hikers, trail runners, mountain bikers, and equestrians.



Because they are located outside of the urban network, the surface typically consists of natural dirt, creating an undeveloped feel for users. In some rare cases, other materials, such as gravel, may be implemented to aid in erosion control or stabilization. Backcountry trails are to be cut at a width of 4 feet.

In some cases, bridges, and boardwalks may be necessary to traverse through or over natural features in the backcountry. These structures should be designed and constructed to be compatible with all backcountry uses.

18.118.030 Construction Standards

- A. Trail Surfacing. Heber City surfacing guidelines are provided for Improved Multi Use Trails, Improved Pedestrian Trails and Back-country Trails.

Table 1: Trail Construction Standards Summary

Trail Type	Sizing	Materials
Improved Multi-Use	10 ft. trail within a 20 ft. easement (can be up to 14 ft. for regional connections as determined by staff and trails map)	Asphalt - weed barrier, 3" of asphalt on top of 6" road base Concrete and pavers can be used in appropriate areas such as intersections or plazas
Improved Pedestrian	8 ft. trail within a 20 ft. easement	Concrete - weed barrier, 4" thick concrete pavement on top of a 6" depth of 3/4" gravel Or Asphalt with weed barrier, 3" of asphalt on top of 6" of road base
Back-country	4 ft. trail within a 10 ft. easement	Natural Surface

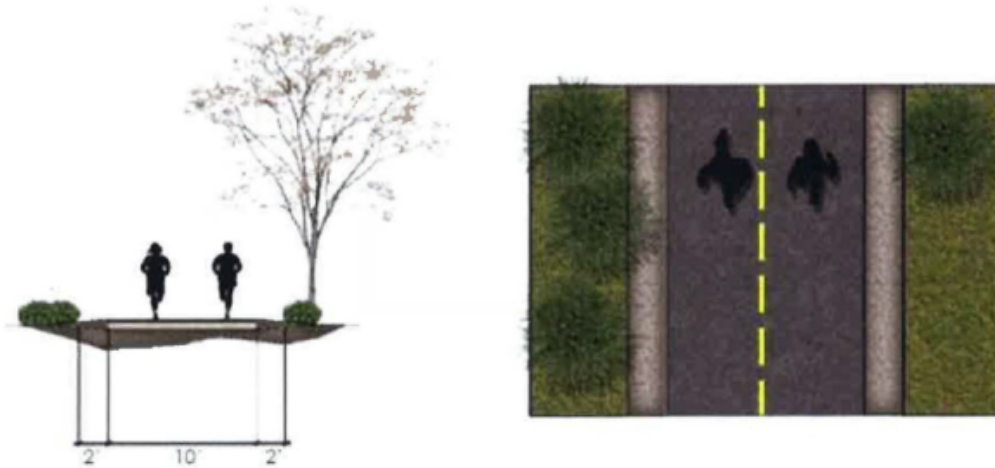
- B. Improved Multi-use Trails. Improved multi-use trails are major community arterial routes within the urban network. Because improved multi-use trails are designed for large volumes of users with varying uses, the surface materials should be a durable pavement. Asphalt is the preferred pavement type due to cost, ease of maintenance, and surface smoothness.

Typical pavement cross sections for an asphalt multi-use trail should consist of the following:

1. a properly graded and compacted sub-grade that has been stripped of all organics and,
2. lined with a structural weed barrier fabric;
3. a 6" depth of compacted road base material; and
4. a 3" depth of hot mix asphalt (HMA) pavement.

In some circumstances, concrete or concrete masonry unit (CMU) pavers may be used to create a unique look or feel. These surfaces should be avoided in most areas due to the uneven joints and score lines that cause undesirable riding

experiences for cyclists.



For improved multi-use trails in Heber City, a tread width between 10 and 13 is recommended. Trails with a 10-foot width should be actively pursued where cost and space permit. A lesser width may be required by the planning department where appropriate. 14 foot wide trails shall be used on trails identified on the trails plan as being a collector trail or a regional connection. By constructing wider trails initially, the county, cities, and other agencies will have made preparations for a growing population in the area. Wider trails will also accommodate larger trail specific competitions and events (see Figure 32).

Maximum slope shall not exceed 5% except for short distances. All improved multi use trails should be constructed within a 20 foot easement.

- C. Improved Pedestrian Trail. Improved pedestrian trails are more commonly referred to as sidewalks. The objective of the master plan is that future construction of major sidewalks will be adapted to meet the standards of improved pedestrian trails. The typical cross section of an improved pedestrian trail in Heber City should include an 8 foot wide tread surface. Trail construction should consist of a properly graded and compacted subgrade that has been stripped of all organics and lined with a structural weed barrier fabric followed by a 4" thick concrete pavement on top of a 6" depth of 3/4 " gravel or can be constructed with asphalt with a weed barrier, and a 3" layer of hot mix asphalt over 611 compacted road base.



Efforts should be made to update all existing improved pedestrian routes in the urban system to meet these standards. Residential and collector sidewalks can remain at 4 to

6 foot widths, but primary sidewalks should be constructed at 8 feet wide. All improved pedestrian trails should be constructed within a 20 foot easement.

- D. Backcountry Trails. Backcountry trails, as classified in this document, are recreational trails outside of the urban network. Because they are located outside the urban network, tread material is often created from the natural sub-grade. In some cases other materials such as gravel may be implemented to aid in erosion control and/or stabilization. In all cases, these materials should be derived from adjacent areas to maintain a natural look and feel. Tread width of back country trails will vary based on vegetation, obstacles, and use. In most cases, backcountry trails should not exceed 48 inches wide within a 10 foot easement. Most backcountry trails will have a tread width of 12 to 24 inches, depending on use. The slope of backcountry trails is ideally less than 8%, with a maximum of 10% for runs of less than 100 ft. Back country trails should only exceed 10% in rare circumstances as approved by the county.



All backcountry trails should be designated with a rating to allow potential riders to make safe and informed decisions. The IMBA has developed a standard trail difficulty rating system applicable to mountain bike trails. By providing ratings on trail signs in accordance with IMBA's standards and by providing general trail characteristics such as total length, elevation change, and projected trip times at trailheads, all potential users can make educated decisions about the trails they use.

- E. Backcountry trail construction standards
1. Backcountry trails should be built to IMBA standards. Surface treatment shall be a natural surface constructed with a bench width of 2 to 4 feet, which ensures environmental stewardship and allows for long-term sustainability by:
 - a. Incorporating bench-cut construction with a tread surface that has an outward slope to the outer edge from a grade of 2 to 8% in the downhill direction; and
 - b. Incorporating grade reversals and dips to reduce water erosion; these grades should average between 5 and 8%, with a maximum grade of no more than 10%, into the trail design and construction specifications.

Adding these features will help minimize tread erosion by allowing water to drain in a gentle, non-erosive manner and ensuring the soil stays on the trail where it belongs.

Figure 1: Trails constructed without proper cross slope.

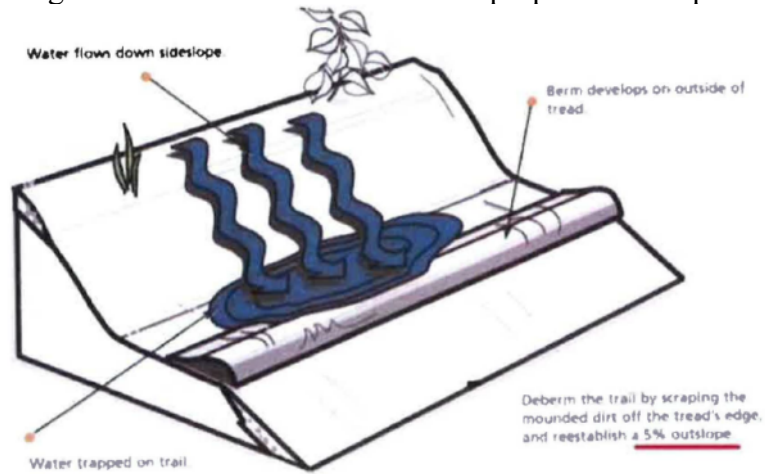
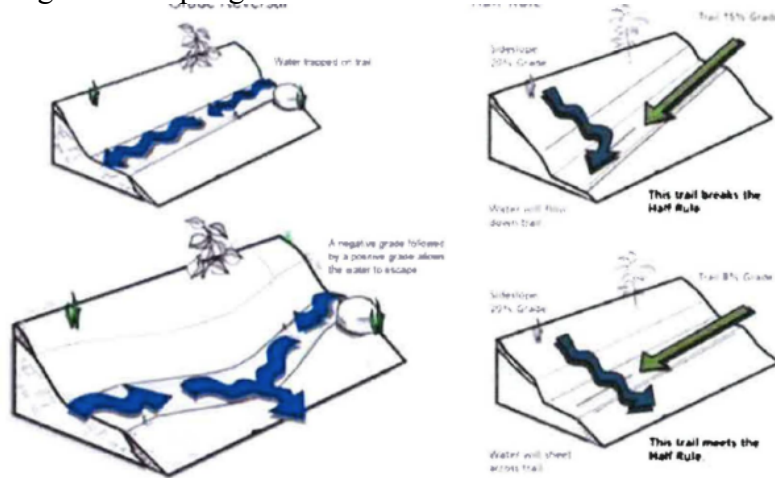
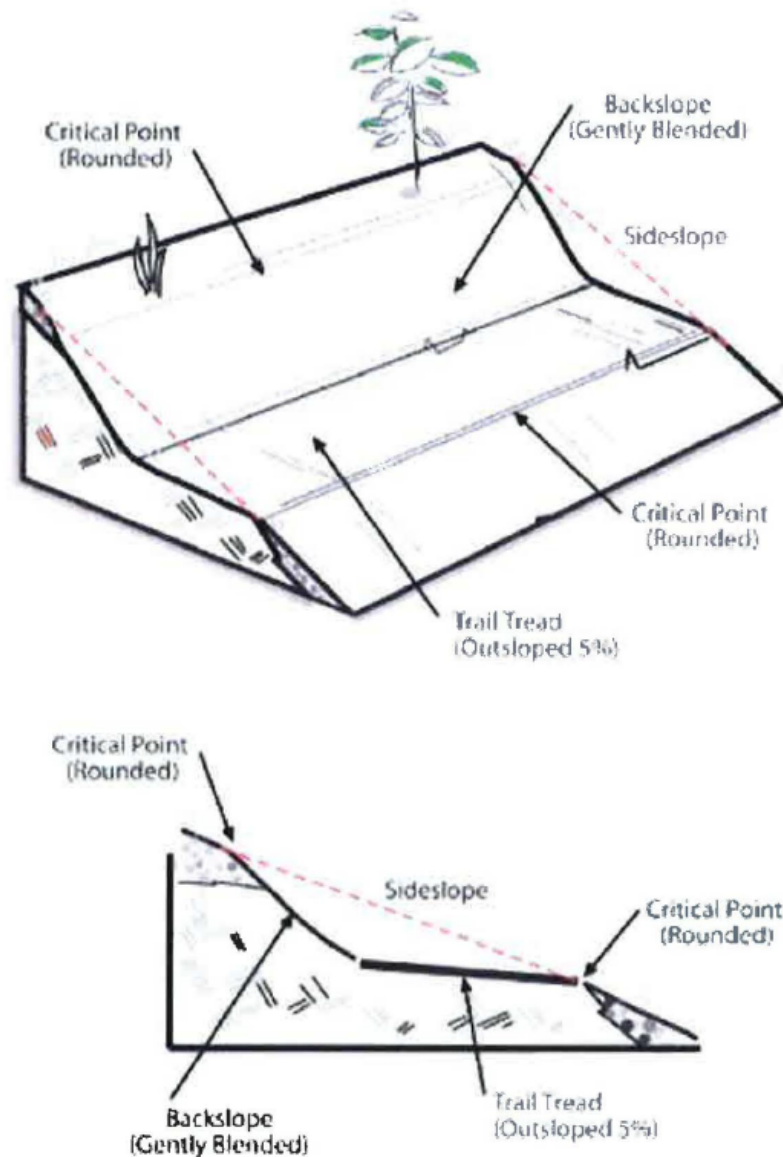


Figure 2: Proper grade reversal and bench cut construction.



2. **Surface And Width:** The original trail cut should be four feet (4') wide. The tread surface will compact and revegetate leaving a two foot (2') wide usable tread surface. Terrain and levels of expected use should determine width. The trail surface (tread) must be free of all organic material. All vegetation debris should be dispersed downhill of the tread and be noticeable to users. Corridor should be clear of all branches and tree stumps within two feet (2') of the tread surface. Full bench construction is required (Figure 3).

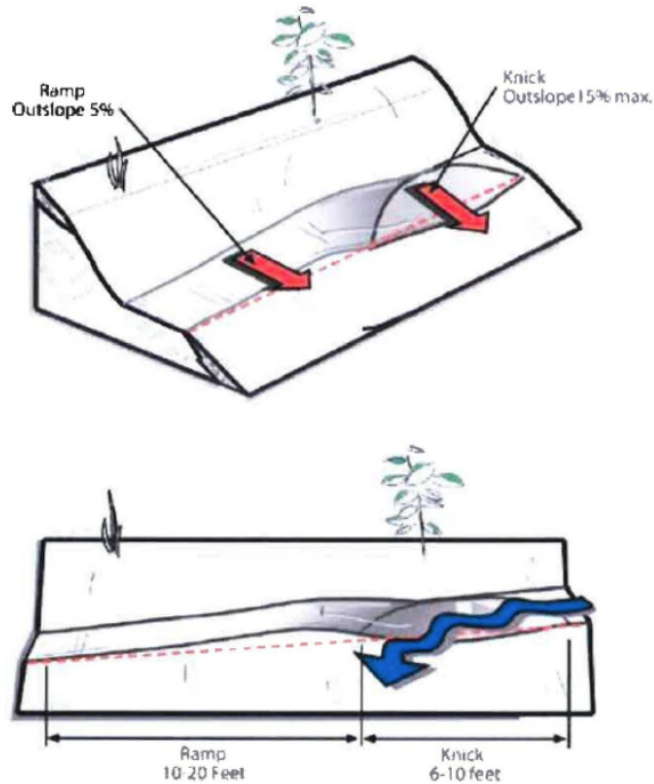
Figure 3: Trail Cross Section



(Courtesy of IMBA)

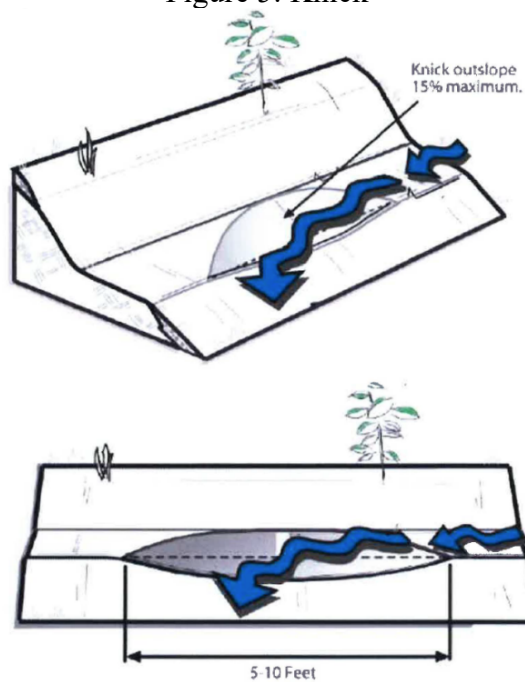
3. Grade: Grades should not exceed ten percent (10%). Optimal grades are between five (5) and eight percent (8%). If grades exceed ten percent (10%), which is only permitted on a limited basis, consideration must be given to the maintenance issues that may arise and the sustainability of the trail over time.
4. Drainage:
 - a. Outslope is two percent (2%) to five percent (5%).
 - b. Rolling grade dips are the preferred water diversion feature (diagram 3).
 - c. Knicks can also be used. These are six (6) to ten (10) feet long and have a fifteen percent (15%) outslope (diagram 4).
 - d. Swells can be used where drainage is possible.
 - e. Drain dips cannot be constructed on grades exceeding ten percent (10%).
 - f. Water bars can be used in rare circumstances where terrain is prohibitive to above.
 - g. All topsoil removed to create the tread must be sidecast and dispersed.

Figure 4: Rolling Grade Dip



Rolling grade dips are a sustainable alternative to water bars. Dips are large enough to be self-cleaning and subtle enough that cyclist will not steer around them. A dip is longer than a bike and shaped like a knick. Use bondable soil from a dip to make a long, gentle ramp just past it. The ramp should be nearly twice as long as the dip.

Figure 5: Knick



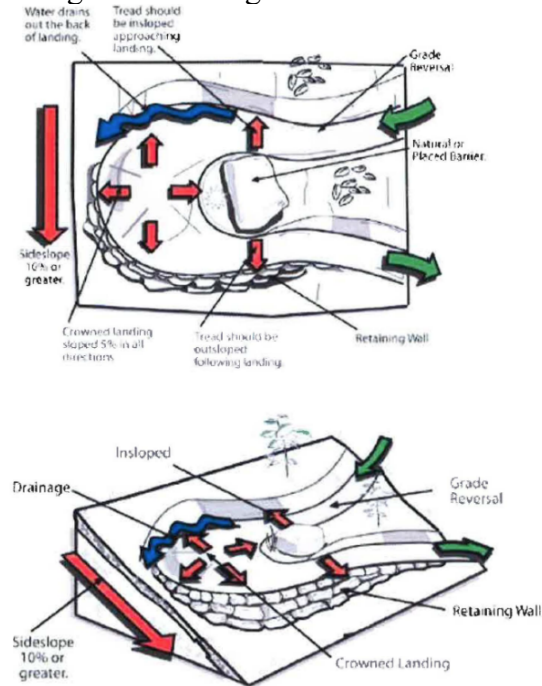
Knicks are used on gentle terrain to direct sheet flow off the trail.

In contrast to rolling grade dips, soil from the knick is spread downslope off trail. The goal is sheet flow, not concentrated runoff.

Knicks can be used on contour trails, to accentuate natural grade breaks and direct water off trails. Knicks should be long and subtle to be self-cleaning, yet unobtrusive to trail users.

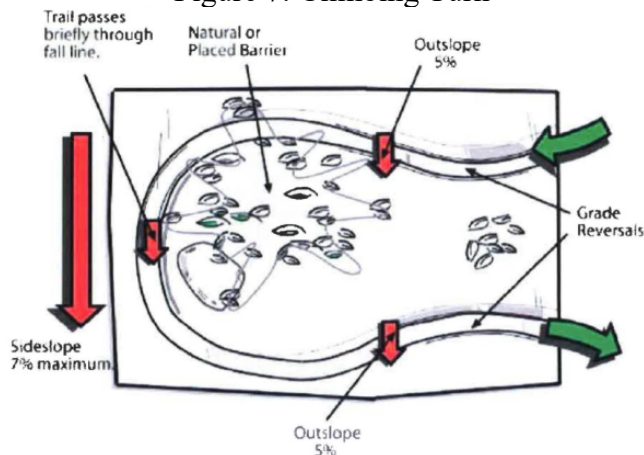
5. Switchbacks and Climbing Turns

Figure 6: Rolling Crown Switchback



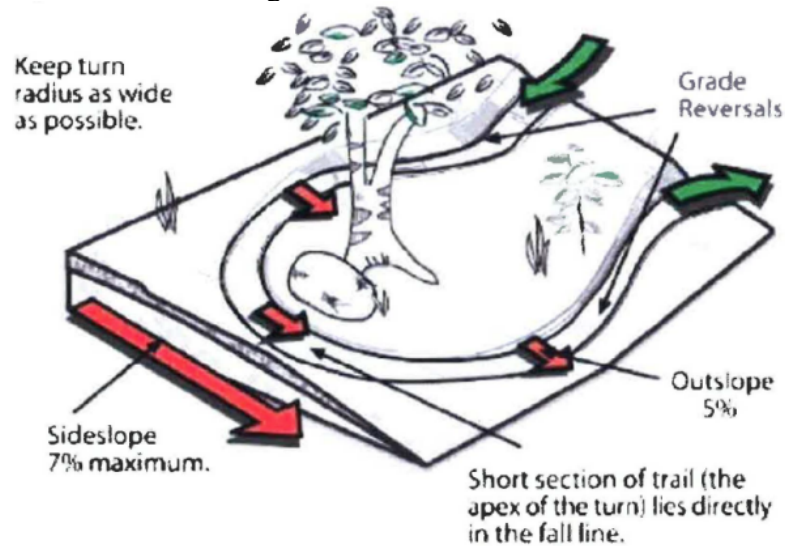
This shows the most sustainable type of turn of steep sideslopes. Inslope the trail bed only on the upper leg as it transitions to the crowned landing. The landing should have a 12 to 18 foot diameter, depending on trail width. The landing is outloped in all directions. Build a grade reversal just before the upper leg to move water off the trail before it reaches the landing.

Figure 7: Climbing Turn



Maintain constant grade and radius through the turn section. Climbing turns may not be sustainable on sideslopes exceeding 7 percent grade.

Figure 8: Grade Reversal



A climbing turn is any turn that ascends (or descends) on the fall line of a sideslope. Improve sustainability by placing climbing turns on gentle slopes and using grade reversals to drain water above them. Climbing turns should have a large turning radius and barriers between legs to prevent shortcutting.

F. Trail Construction.

1. Guarantee for Trail Construction. Trail construction that is required as part of a development project will be subject to a security or bond that covers one hundred ten percent (110%) of the trail construction cost. This will be required at the same time the bonding is done for the other infrastructure requirements. All requirements and bonding will be completed with the Heber City Engineering Department.
2. Trail Easements. All public trails will require a recorded easement. All trail easements shall be noted and defined on a plat map or by recorded easement. Backcountry trails and some soft surface trails will be recorded as built, and will be included as an exhibit in the development agreement when receiving plat approvals from Heber City. Before bonds for the trails will be release the as-built trail easements must be recorded.
3. Phasing. When trails are part of a phased project, the phasing of various trail segments will follow a logical sequence for trail users. This phasing and expected dates of completion for trails shall be noted in the development agreement with Heber City.
4. Measures to Reduce Trail Construction Impacts. As stated previously, a good site selection for your trail will prevent most construction impacts. Water drainage and erosion must first be addressed during the trail location phase, allowing for the use of natural features to be incorporated into the trail design. The following may or may not be required for trail construction.
 - a. In ecologically sensitive areas, temporary fencing may be used to protect these features.
 - b. Trails located near wetlands, may require boardwalk style construction.
 - c. If using machinery to cut the trail, the right size equipment must be used. Different products are available specific to trail construction needs.
 - d. If building near waterways or critical runoff points, trail layout will need to be reviewed on a case by case basis. Erosion matting or other device may be required for construction.
 - e. In visually sensitive areas, work with hand tools may be necessary to

reduce visual impacts.

- f. Indigenous materials should be used to the greatest extent possible for construction and revegetation practices. Seed mixes should be native; and care should be taken to not introduce nonnative materials into construction areas.
- g. Revegetation should occur quickly after construction dependent on the location, season and availability of water. Use of a native seed mix will be necessary. Trees and shrubs will need to be replaced if removed for construction purposes. For recommended seed mix and native vegetation please contact: Utah State University Extension Service, Heber City Branch, 55 South 500 East, Heber City, UT 84032.

G. Trailheads. Trailheads generally provide four essential purposes: signing, off street parking, restroom facilities and trail access. Any access into the trail system is considered a trailhead. New development that includes public trails, must consider how the public will get to these facilities and how it will coordinate with other plans in the development. Trailheads should be visible, easily accessible and designed to accommodate the type of trail uses allowed. Equestrian trails will require more space than hiking or biking only trails for trailer parking and maneuvering.

1. Trailhead Classification. Access to a trail system is one of the primary elements for a successful trail network. Trailheads serve the local and regional population who access the trail network by car, transit, bicycle, foot, and/or other modes of travel. These access points provide essential connections to the system and serve as an information hub to educate and provide users with directions, maps, rules and regulations of the trails and area, closures, events, etc. Where appropriate, support facilities, such as resting areas, interpretive signs specific to the area, public art, restrooms, fountains, and bike racks, may be provided. To plan proposed trailheads and improve existing ones, the following classification standard was created. Three different classes are proposed based on capacity, location, trail access, and amenities.

- a. Class 1 Trailheads. Class 1 trailheads are classified as major developed parking hubs for both community and regional trails where heavy use is anticipated. Class 1 trailheads should include, but are not limited to, a minimum of 25 paved parking stalls, direct and safe trail access, restrooms, information kiosks, with maps and educational information, drinking fountains, bike racks, security lighting, public art, and monument signs, as determined at the time of approval, evaluation, and development. Class 1 trailheads should address good circulation patterns, site distances, proper drainage and storm water runoff, and landscaping, as required.



- b. Class 2 Trailheads. Class 2 trailheads are classified as trail parking areas that include less than 25 parking stalls but more than six. Parking surfaces may be improved with road base, gravel, or pavement. Amenities may include, but are not limited to, restrooms, map kiosks, signs, safe and direct trail access, and other items, as determined at the time of approval, evaluation, and development. These trailheads should address good circulation patterns, site distances, and proper

drainage and storm water runoff, if necessary.



- c. Class 3 Trailheads. Class 3 trailheads are classified as small, undeveloped, legal trail parking areas that provide six or less parking stalls and accommodates off-street parking. There are typically no trailhead amenities, such as restrooms, bike racks, etc. They do provide direct access to trails and often provide a map kiosk with trail information.



- H. Bridges. Bridges can be a great attraction for trail users and most likely highlight a scenic vantage point. In Heber City, bridges may be used to span rivers, streams, canals, roadways, and steep topographic features.

Two (2) design types can be used: custom made or a factory built steel truss. Both styles have advantages and disadvantages and some general recommendations have been made here.

A custom bridge will use treated lumber that is resistant to decay for long-term durability. A typical custom bridge span is less than twenty (20) to twenty five feet (25). Longer spans for low bridges can be formed using piers, creating the aesthetically desirable possibility of aligning the bridge on a curve.

Factory built bridges should be used for clear spans over twenty (20) to twenty five feet (25). These bridges can be ordered in any length and width, with several competing manufacturers. Decks can be wooden or concrete and all engineering is done by the manufacturer.

1. General Design Features.

- a. Width of bridge should be the equivalent of the trail. This refers to the usable width of the bridge and does not consider construction requirements.
- b. Bridge alignments should allow for adequate sight distances and where possible be constructed to avoid the need for users to make sharp turns at either end of the bridge.
- c. Railings are required if the decking is farther than thirty inches (30) above the feature being spanned. Railings should be fifty four inches (54) high, with railings spaced not greater than fifteen inches (15) (if drop-offs are hazardous, this is limited to 4 inch spacing).
- d. All exposed bolt and screw heads should be countersunk to be flush with the wood surface.

- e. Breakaway design features must be used if the bridge is constructed in an area prone to flooding.
 - f. The design must be structurally sound and approved by a licensed engineer. Design must factor in both live and dead load.
 - g. Design and materials should fit in with surrounding development.
 - h. Contact with state of Utah Division of Water Rights, Army Corp of Engineers and Heber City Engineer may be necessary, depending on location.
- I. Fencing. Fencing should be installed only where physical separation is necessary for safety and/or to preserve adjacent landowner privacy. Fences should not create a narrow corridor effect for long stretches along the trail. Where possible, fencing should be located only on one side of the trail at a time.

Fences should be no closer than five feet (5') from the trail edge and must also be located within the trail easement. Where fences are necessary along both sides of a trail, the minimum width should be twenty feet (20') as is consistent with the required trail easement.

Gates are required for trails that cross stock grazing areas. Said gates will be a self-closing lever latch type.

- J. Signs. The signing standards include three (3) types: informational, regulatory and interpretive. All types should be straightforward and simple to read and understand.
1. Informational Signs at Trailheads. These signs are primarily located at trailheads or areas where the user may experience a change in the trail experience. These signs should be located in such a way as to not interfere with the trail surface but be accessible to the users.
 2. Interpretive Signs. These signs benefit the users by explaining some feature available on the trail route. The features may include historical, biological, natural resources, or cultural facts about an area. Often these signs are educational and will serve to relay management goals of an area. These must be located in appropriate areas.
 3. Regulatory Signs. The following are some of the signs likely to be needed, along with their identification number and size. Some unusual signs may have to be custom made. These examples are taken from the "Manual on Uniform Traffic Control Devices", December 2000 edition (MUTCD). The MUTCD should be referenced for complete signing standards.
 4. Stop and Yield Warnings.
 - a. "Stop" signs are intended for use where bicyclists are required to stop.
 - b. "Yield" signs shall be installed on shared use paths at points where bicyclists have an adequate view of conflicting traffic as they approach the sign and where bicyclists are required to yield to the right of way. The visibility of approaching traffic must be adequate to permit the bicyclist to stop or take other measures to avoid that traffic.
 - c. "Stop Ahead" and "Yield Ahead" signs should be used where an intersection cannot be seen on approach. They may also be used to emphasize the right of way at busy or dangerous intersections.
 - d. "Driveway Crossing" should be used where a driveway crossing cannot be seen on approach. This sign can also emphasize busy or potentially dangerous driveway crossings.
 5. Unexpected or Hazardous Conditions Warnings. These should be used only when necessary to warn of unexpected or potentially hazardous conditions. The signs should be placed to least fifty feet (50') before the hazard.



6. Turn and Curve Warnings. If the trail changes direction unexpectedly and the change is not readily apparent on approach, use appropriate turn or curve signs to warn bicyclists. They should normally be installed no less than fifty feet (50') in advance of the beginning of change of alignment.



Figure 2: Sign Sizes for Shared Use Paths

Sign	MUTCD Code	Minimum Sign Size	
Millimeters	Inches		
Stop	R1-1	450 x 450	18 x 18
Yield	R1-2	600 x 600 x 600	24 x 24 x 24
Bicycle lane	R3-16, 16a, 17, 17a	600 x 750	24 x 30
Movement restriction	R4-1, 2, 3, 7	300 x 450	12 x 18
Begin right turn lane yield to bikes	R4-4	900 x 750	36 x 30
No motor vehicles	R5-3	600 x 600	24 x 24
Bicycle prohibition	R5-6	600 x 600	24 x 24
No parking bike lane	R7-9 9a	300 x 450	12 x 18
Pedestrians prohibited	R9-3a	450 x 450	18 x 18
Bicycle regulatory	R9-5, 6	300 x 450	12 x 18
Shared use path restriction	R9-7	300 x 450	12 x 18
Railroad crossbuck	R15-1	600 x 112	24 x 4.5
Turn and curve warning	W1-1, 2, 3, 4, 6	450 x 450	18 x 18
Arrow warning	W1-6, 7	600 x 300	24 x 12
Intersection warning	W2-1, 2, 3, 4, 5	450 x 450	18 x 18
Stop, yield, signal ahead	W3-1a, 2a, 3	450 x 450	18 x 18
Road narrows	W5-2a	450 x 450	18 x 18
Bikeway narrows	W5-4	450 x 450	18 x 18
Hill sign	W7-5	450 x 450	18 x 18
Bump or dip	W8-1, 2	450 x 450	18 x 18
Bicycle surface condition	W8-10	450 x 450	18 x 18
Advance grade	W10-1	450 diameter	18 diameter

Sign	MUTCD Code	Minimum Sign Size	
crossing			
Bicycle crossing	W11-1	450 x 450	18 x 18
Low clearance	W12-2	450 x 450	18 x 18
Shared the road plaque	W16-1	600 x 750	24 x 30
Supplemental bike route plaque	D1-1	600 x 150	24 x 6
Bicycle parking	D4-3	300 x 450	12 x 18
Bike route	D11-1	600 x 450	24 x 18
Bicycle route marker	M1-8	300 x 450	12 x 18
Bicycle route marker	M1-9	450 x 600	18 x 24
Supplemental bicycle route guide	M4-11, 12, 13	300 x 100	14 x 4
Route marker supplemental plaques	M7-1, 2, 3, 4, 5, 6, 7	300 x 225	12 x 9

7. Sign Construction Features (Sample Bollards and Mile Markers).
 - a. Sign Posts: There are many design solutions to signage along a trail; below is one commonly used design. Post location will conform to the standards set forth in the MUTCD section on "Traffic Control Devices for Bicycle Facilities". Signposts will be four by four (4 x 4) pressure treated Douglas fir, embedded into the ground a minimum of twenty four inches (24") unless other materials are specifically approved. Attachment Systems: Signs should be attached to wood posts with three-eighths inch (3/8") diameter galvanized carriage bolts in a minimum of two (2) locations per post.
 - b. Sign Bollards: These should be located at all trail access points. Posts should be constructed of Redwood or pressure treated Douglas fir. The individual symbols are three inches (3") square reflective decals that can be ordered from Carsonite International. They should be mounted on heavy gauge aluminum plate routed into the post a minimum of two inches (2") and epoxied into place.
- K. Crossings and Roadway Interface. Heber City and the Heber Valley are dissected by US-189 and US-40, regional highways which connect the County to the Wasatch Front and the Uintah Basin. These highways carry a significant volume of semi-trucks, which makes crossing these roads a challenge. To improve trail connectivity between communities within the valley, three types of crossings, at-grade, elevated, or underpass, will need to be considered for each location (see Figure 3). Construction type will be based on the average daily trips (ADT) projected at build out.
 1. At-Grade Crossings. Of the three crossing options, building an at-grade crossing may be the least expensive. Several multi-use trails in the urban area of the Wasatch Front cross major collectors that carry high volumes of traffic. These crossings may be a cost effective solution since they can be used at signalized intersections within downtown Heber City where speeds are lower.



2. **Trail Overpasses.** When trails need to cross higher speed roadways, grade separation is required for safety. A trail bridge over US-189 or on US-40 north or south of the Heber City limits would be recommended as it will allow for trail users to cross safely. Trail bridges can be expensive (typically exceeding \$1 million) as additional property is needed to build the ramps and meet height requirements.



3. **Trail Underpasses.** Building a tunnel or underpass is another solution to safely separate trails from high volume/high speed roadways. Depending on the number of underground utilities, the level of groundwater in the area, and soil types, an underpass can be a cost effective solution for the proposed trail crossing on US-40 and US-189. These underpasses will require lighting for safety.



Figure 3: Pros and cons table for trail crossings

Crossing Type	Pros	Cons
At-Grade Crossing	Low Cost	Traffic Disruption
	Low Visual Impact	Pedestrian Safety
	No Grade Change	
Pedestrian Overpass	Pedestrian Safety	Cost
	Potential Land Mark	Large Footprint
	Unique Feature	High Visual Impact
Pedestrian Underpass	Small Footprint	Cost

Crossing Type	Pros	Cons
	Low Visual Impact	Potential for Flooding
	Safety	

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

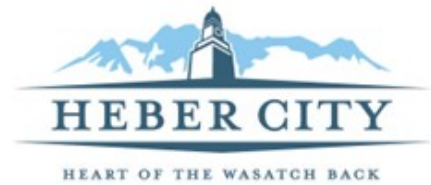
Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Ordinance 2023-23 amending the LRemington MDA located at 160 W 500 N
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Pursuant to the June 6, 2023 Council Work Meeting, Staff has prepared the MDA and ordinance to amend the L Remington MDA to incorporate the updated site plan and elevations.

RECOMMENDATION

Staff is recommending approval of Ordinance 2023-23.

BACKGROUND

The property is the old Rocky Mountain Care Center. The current owner received a zone change and MDA in 2021. Since, the owner has requested to modify the MDA from apartments to a Town Home development.

DISCUSSION

The project density has been reduced from 35 units to 31 units and includes 3 deed restricted affordable units at 60% AMI. The open space is 30.2 % of the site.

FISCAL IMPACT

N/A

CONCLUSION

L Remington is seeking approval of the amended MDA to change the current MDA from an apartment building to a town home development, including 31 units, of which 3 are deed restricted affordable at 60% AMI. Staff is recommending approval of Ordinance 2023-23 with the following findings and conditions:

Findings

1. The Planning Commission held a public hearing on November 8, 2022.

2. The Planning Commission forwarded a positive recommendation on December 13, 2022.

Conditions

1. The development shall go through the site plan process as currently outlined at the time of the submission of a complete site plan application.
2. The amended MDA shall be executed prior to any development of the property.
3. All other codes shall be met.
4. All other conditions of the City Engineer shall be met.
5. Any conditions as outlined by the City Council.

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option

I move to **approve Ordinance 2023-23** as presented, with the findings and conditions as presented in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ordinance 2023-23
2. Proposed MDA
3. Site Plan
4. Elevation 1
5. Elevation 2
6. Elevation 3
7. Elevation 4
8. Floor Plans
9. Original MDA
10. 6/6/23 Staff Report

ORDINANCE NO. 2023-23

AN ORDINANCE AMENDING THE LREMINGTON GARDEN APARTMENTS MASTER DEVELOPMENT AGREEMENT

WHEREAS, the Heber City Council finds it in the public interest to amend the LRemington Garden Apartments MDA.

BE IT ORDAINED by the City Council of Heber City, Utah, that the LRemington Garden Apartments Master Development Agreement is **AMENDED** as shown in Exhibit 1.

This Ordinance shall take effect immediately upon passage.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2023, by the following vote:

	AYE	NAY
Council Member Rachel Kahler	_____	_____
Council Member Ryan Stack	_____	_____
Council Member Mike Johnston	_____	_____
Council Member Yvonne Barney	_____	_____
Council Member Scott Phillips	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

Date of First Recording: _____

Exhibit A

When recorded return to:

LRemington LLC
Attn: Lisa A. Wark
1225 N. Cottage Way
Midway, UT 84049

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

Parcel No. 00-0005-6924
Serial No. OHE-1152-0-031-035

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(LRemington Garden Apartments)

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT entered into this _____ day of _____, 2023, by and between Heber City, hereinafter referred to as “City”, and the undersigned as “Developer”, “Owner” or “Developer/Owner”. Developer and the City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.” This Agreement supersedes and replaces any previous development agreements entered into by and between the Developer and the City involving the same Property and is the entire, complete Agreement between the Parties.

RECITALS

WHEREAS, the Developer is the owner of approximately 1.2 acres of real property described in Exhibit A, located at 160 West 500 North, Heber City, Utah (the “Property”); and

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

WHEREAS, the City has adopted a new General Plan “Envision Heber 2050” that identifies infill and redevelopment in the downtown as a priority for the City; and

WHEREAS, the City and Developer are desirous to see redevelopment of the site in a manner consistent with the new General Plan and existing adjoining development; and

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

AGREEMENT

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

1. **Zoning.** The property shall be used and developed consistent with the requirements of the R-3 Residential and COSZ Zone, except as characterized by the approved Site Plan and elevations shown in Exhibit B and C and the provisions of this agreement.
2. **Density.** Development shall not exceed 31 dwelling units, which includes 3 Affordable Housing units, as set forth in paragraph 11.
3. **Height.** Height of the structure shall not exceed three stories above existing grade and the building height requirements in the City Code.
4. **Rules & Restrictive Covenants.** Developer shall institute rules and/or restrictive covenants regarding, occupancy, nuisances, noise, number of allowed vehicles per dwelling, recreational vehicles, parking, use of the property, guests, etc.
5. **Parking.** Site shall include 45 interior parking spaces, 7 to 8 on premises exterior parking spaces, and up to 8 street parking spaces to be striped by Developer. If the site is developed with the maximum 31 dwellings, an additional 1.5 parking stalls per dwelling unit shall be provided for each of the 3 additional dwelling units.
6. **On-street parking.** Developer shall stripe on-street parking stalls along 500 North Street as per Engineering Specifications. Such parking is not reserved for specific use of the LRemington Garden Apartments.
7. **Site Plan.** The City has reviewed and approved the general configuration of the Site Plan attached hereto as Exhibit B. The project shall be constructed in accordance with Site Plan.
8. **Architecture and Building Elevations.** All exterior elevations shall be constructed with the design elements and general elevations as shown in Exhibit C. Unless otherwise approved by the City, all exteriors shall be earth tone colors.
9. **Landscaping.** All non-hard surfaced areas shall be maintained with landscaping.
10. **Lighting.** All lighting on the site shall be dark-sky complaint as per Heber City Zoning requirements.
11. **Affordable Housing.** Developer/owner shall provide 3 residential units at an affordable rate to Qualified Applicants having household incomes of no more than 60% of Average Median Income. The Deed Restriction shown in Exhibit D shall be executed with this agreement. The Deed Restriction shall be a covenant running with the land and shall be binding upon the parties and their assigns and successors in interest. In the event the

apartment building is converted into ownership condominiums, the deed restriction shall be executed and recorded specifically towards the 3 affordable rental dwelling units.

12. **Permitting.** The site shall be eligible for approval of a building permit upon final site plan approval by the planning and engineering departments.
13. **Conditions of Approval:** The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City unless specifically agreed to otherwise herein.
14. **Acceptance of Improvements:** The City agrees to accept all Property improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that 1) the City's planning and engineering departments review and approve the plans for any Property improvements prior to construction; 2) Developer permits City planning and engineering representatives to inspect upon request any and all of said Property improvements during the course of construction; 3) the Property improvements are inspected by a licensed engineer who certifies that the Property improvements have been constructed in accordance with the approved plans and specifications; 4) Developer has warranted the Property improvements as required by the City planning and engineering departments; and 5) the Property improvements pass a final inspection by the City planning and engineering departments.
15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.
16. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process or have had the opportunity to consult with an attorney. Developer acknowledges that this Agreement does not restrict any of Developer's rights under clearly established state law or that Developer has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Developer hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

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

18. **Termination.** If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give to the Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. The Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such public meeting, the Developer does not waive any and all remedies available to the Developer at law or in equity.

19. **Remedies.**

a. Developer's Exclusive Remedy. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Heber City's obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

b. Heber City's Remedies Upon Default. In addition to all other remedies provided for in law or equity, Heber City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Heber City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

20. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be

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

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

The City:

Heber City Manager
75 N Main Street

Heber City, UT 84032

Developer

LRemington LLC
Attn: Lisa A. Wark
1225 N. Cottage Way
Midway, UT 84049

26. **Insurance and Indemnification.** Developer shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.
27. **Bodily Injury and Property Damage Insurance.** Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.
28. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.
29. **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.
30. **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.
31. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

32. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

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

///

///

[Remainder of page left intentionally blank; signatures on following page]

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

DATED this _____ day of _____, 2023.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DEVELOPER/OWNER, LREMINGTON LLC

By: _____
LISA A. WARK, MANAGER

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2023, personally appeared before me the above-named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC

Exhibit A

Parcel ID:

00-0005-6924

Serial Number

OHE-1152-0-031-035

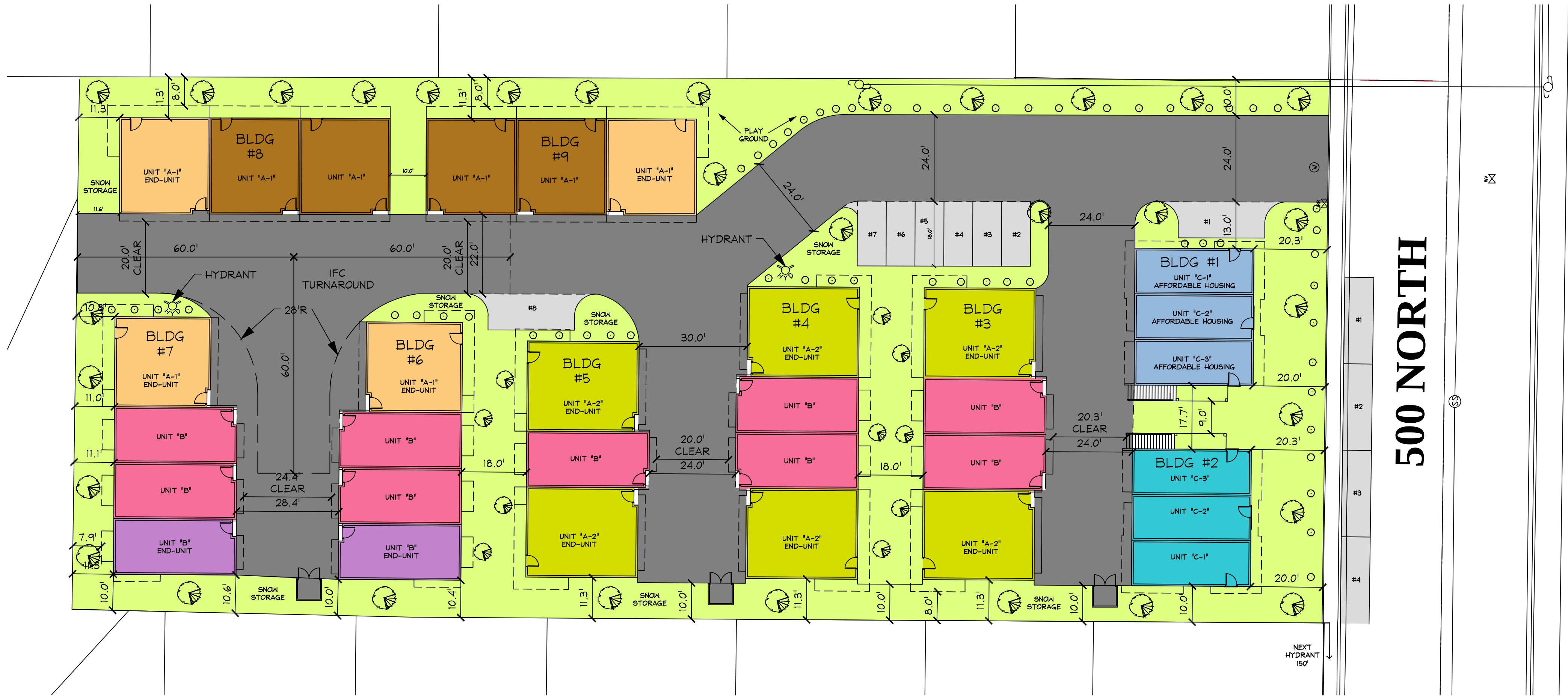
Legal Description

Beginning at a point 16 rods West and 168.25 rods South 00°48'00" West from the Northeast corner of Section 31, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°12'00" West 150 feet; thence North 00°48'00" East 350 feet; thence South 89°12'00" East 150 feet; thence South 00°48'00" West 350 feet to the place of beginning.

Exhibit B

Exhibit C

Exhibit D

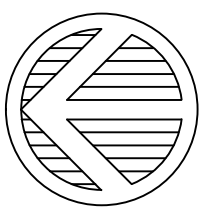


LIVING SQUARE FOOTAGE	
UNIT "A-1"	
FIRST	91 SQ. FT.
SECOND	717 SQ. FT.
THIRD	799 SQ. FT.
TOTAL	1,607 SQ. FT.
UNIT "A-1" END-UNIT	
FIRST	91 SQ. FT.
SECOND	747 SQ. FT.
THIRD	860 SQ. FT.
TOTAL	1,698 SQ. FT.
UNIT "A-2" END-UNIT	
FIRST	333 SQ. FT.
SECOND	842 SQ. FT.
THIRD	942 SQ. FT.
TOTAL	2,117 SQ. FT.
UNIT "B"	
FIRST	277 SQ. FT.
SECOND	555 SQ. FT.
THIRD	558 SQ. FT.
TOTAL	1,390 SQ. FT.
UNIT "B" END-UNIT	
FIRST	277 SQ. FT.
SECOND	592 SQ. FT.
THIRD	595 SQ. FT.
TOTAL	1,464 SQ. FT.
UNIT "C-1"	
TOTAL	711 SQ. FT.
UNIT "C-2"	
TOTAL	763 SQ. FT.
UNIT "C-3"	
TOTAL	753 SQ. FT.

PARKING	
INTERIOR PARKING SPACES	45
EXTERIOR PARKING SPACES	8
STREET PARKING SPACES	4

PROJECT SQUARE FOOTAGE				
UNIT	#	SQFT	TOTAL SQFT	FOOTPRINT SQFT
UNIT "A-1"	4	1,607 SQ. FT.	6,428 SQ. FT.	662 SQ. FT.
UNIT "A-1" END-UNIT	4	1,698 SQ. FT.	6,792 SQ. FT.	662 SQ. FT.
UNIT "A-2" END-UNIT	6	2,117 SQ. FT.	12,702 SQ. FT.	770 SQ. FT.
UNIT "B"	9	1,390 SQ. FT.	12,510 SQ. FT.	522 SQ. FT.
UNIT "B" END-UNIT	2	1,464 SQ. FT.	2,928 SQ. FT.	522 SQ. FT.
UNIT "C-1"	1	711 SQ. FT.	711 SQ. FT.	418 SQ. FT.
UNIT "C-2"	1	763 SQ. FT.	763 SQ. FT.	418 SQ. FT.
UNIT "C-3"	1	753 SQ. FT.	753 SQ. FT.	418 SQ. FT.
UNIT "C-1"	1	711 SQ. FT.	711 SQ. FT.	418 SQ. FT.
UNIT "C-2"	1	763 SQ. FT.	763 SQ. FT.	418 SQ. FT.
UNIT "C-3"	1	753 SQ. FT.	753 SQ. FT.	418 SQ. FT.
PROJECT TOTAL	31	PROJECT TOTAL	45,814 SQ. FT.	PROJECT TOTAL
LANDSCAPING		15,731 SQ. FT.	LANDSCAPING PERCENTAGE OF 51.952	30.2%

AFFORDABLE HOUSING



PRESENTATION
SITE / LANDSCAPE PLAN

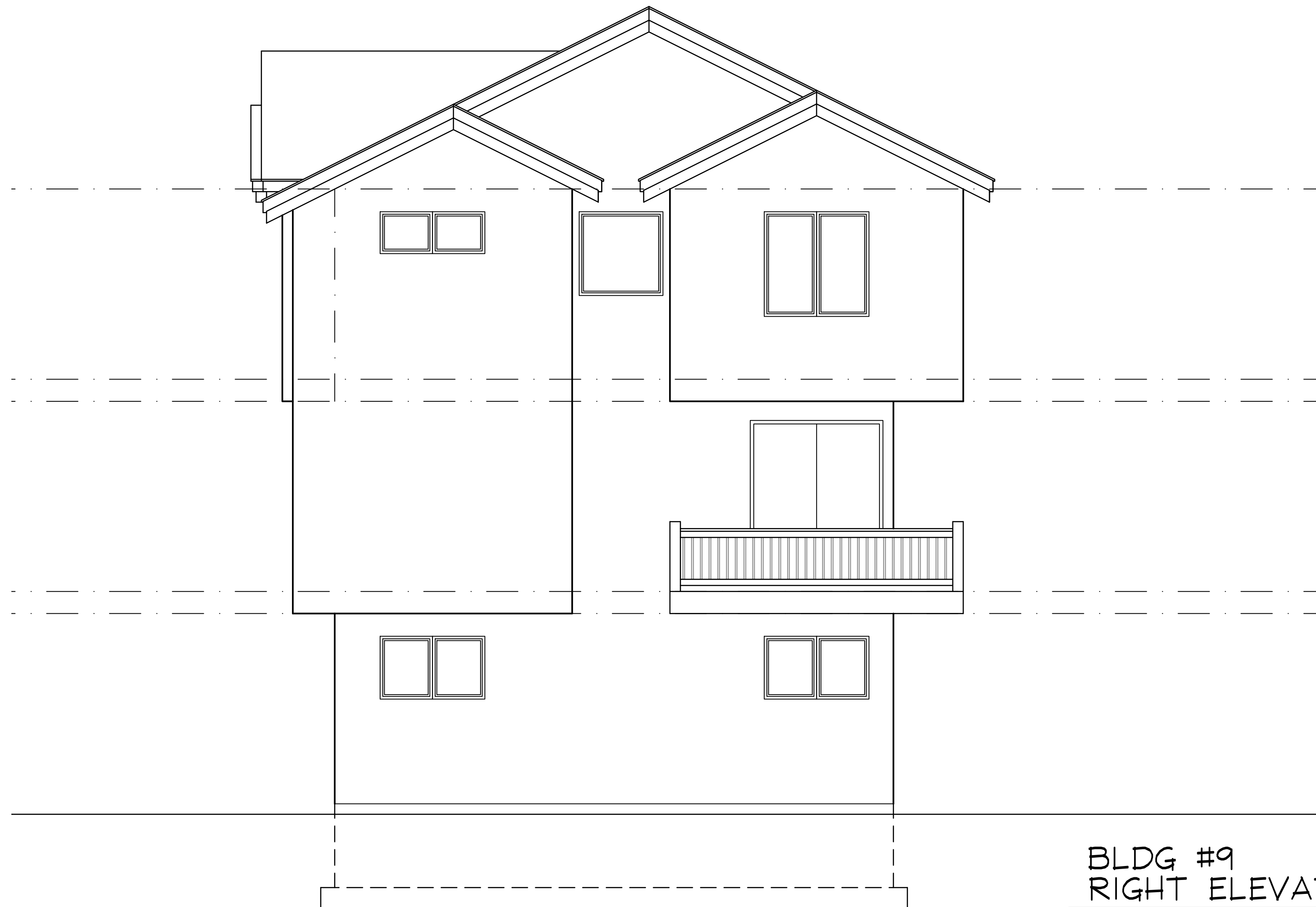
SCALE: 1"=20'-0"

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION



BLDG #9
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BLDG #9
RIGHT ELEVATION

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION

L. REMINGTON TOWNHOMES

160 E. 500 N. HEBER, UTAH

Craig Kitterman & Associates Architects

1079 E. Murray-Holladay Road Holladay, Utah 84117 Office: 801-270-8606

PROJECT #
23-05

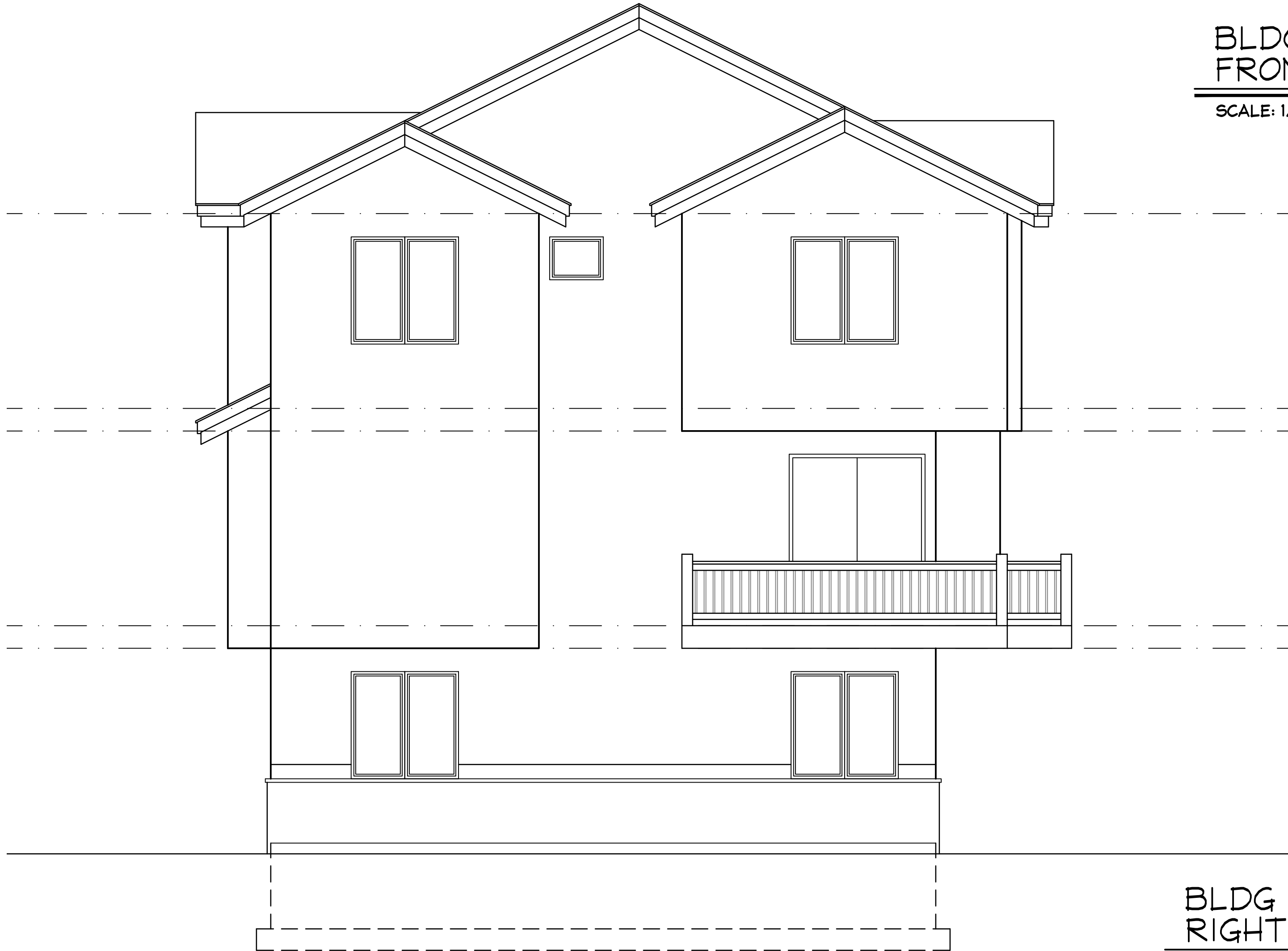
DATE PRINTED
05/30/2023

A
6



BLDG #4
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BLDG #4
RIGHT ELEVATION

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION



BLDG #1
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BLDG #1
RIGHT ELEVATION

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION

Craig Kitterman & Associates Architects
1079 E. Murray-Holladay Road Holladay, Utah 84117 Office: 801-270-8606

PROJECT #
23-05

DATE PRINTED
05/30/2023

A
6

L. REMINGTON TOWNHOMES
160 E. 500 N. HEBER, UTAH



BLDG #1
REAR ELEVATION

SCALE: 1/4"=1'-0"



BLDG #1
LEFT ELEVATION

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION

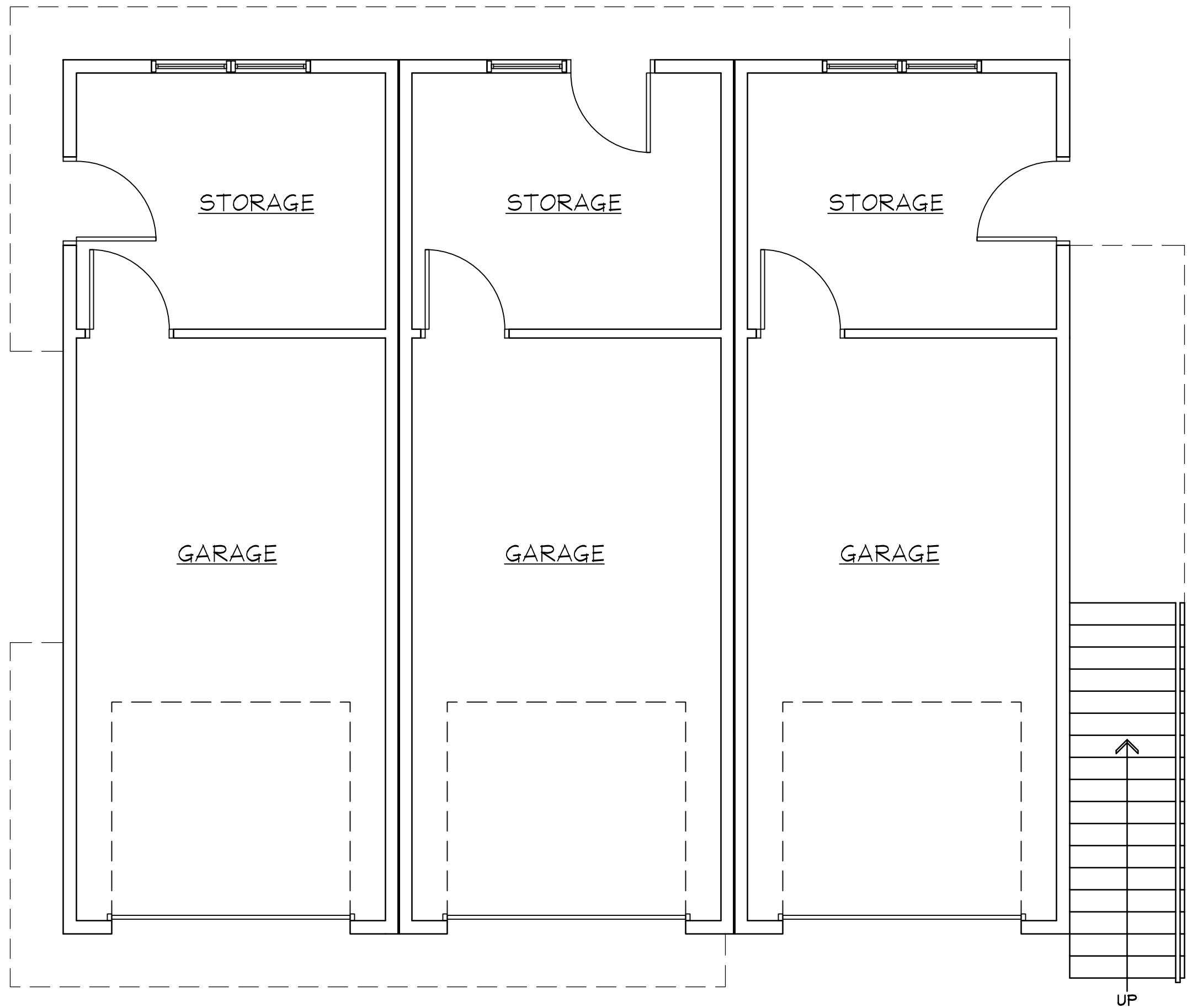
Craig Kitterman & Associates Architects
1079 E. Murray-Holladay Road Holladay, Utah 84117 Office: 801-270-8606

PROJECT #
23-05

DATE PRINTED
05/30/2023

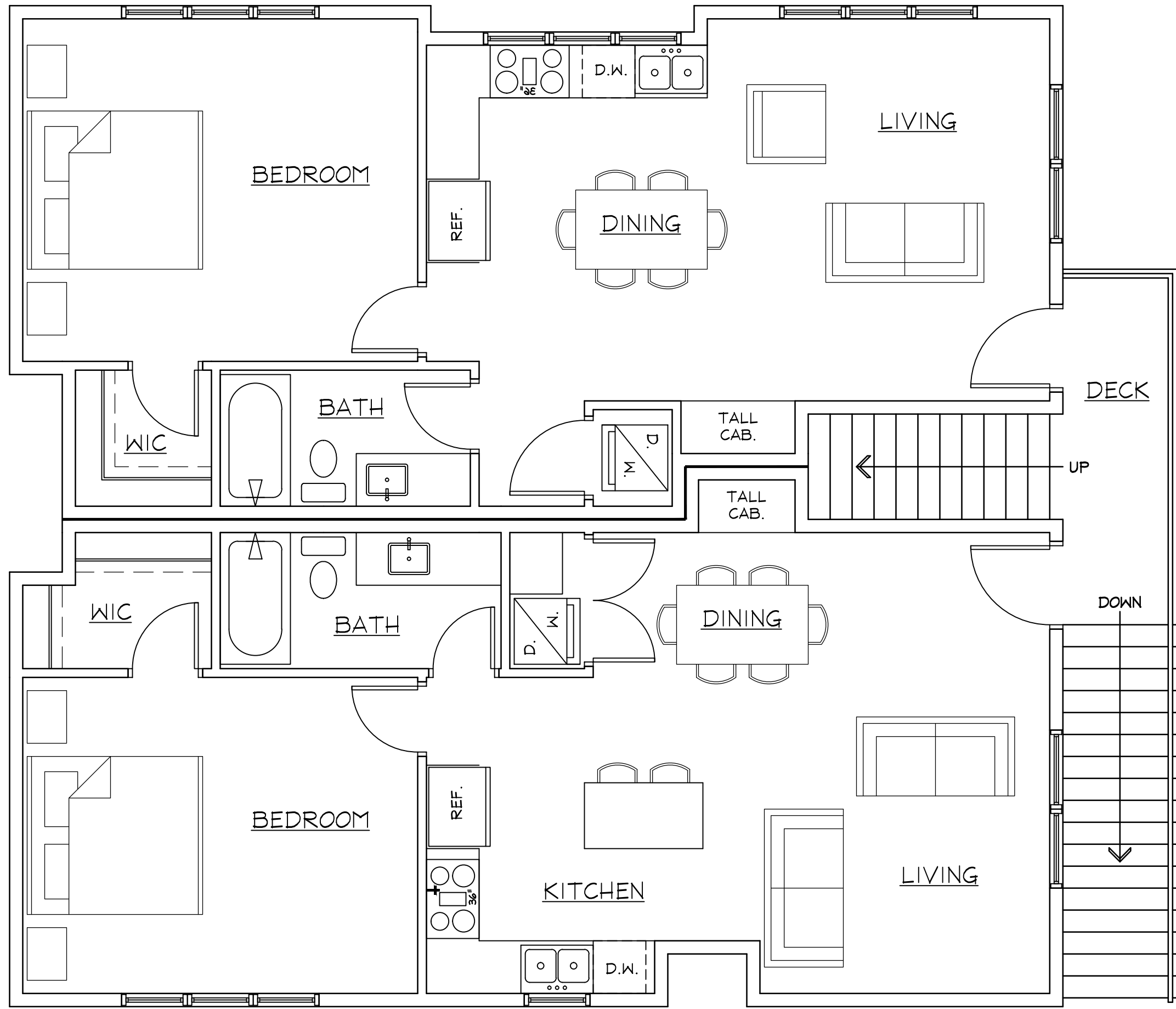
A
7

L. REMINGTON TOWNHOMES
160 E. 500 N. HEBER, UTAH



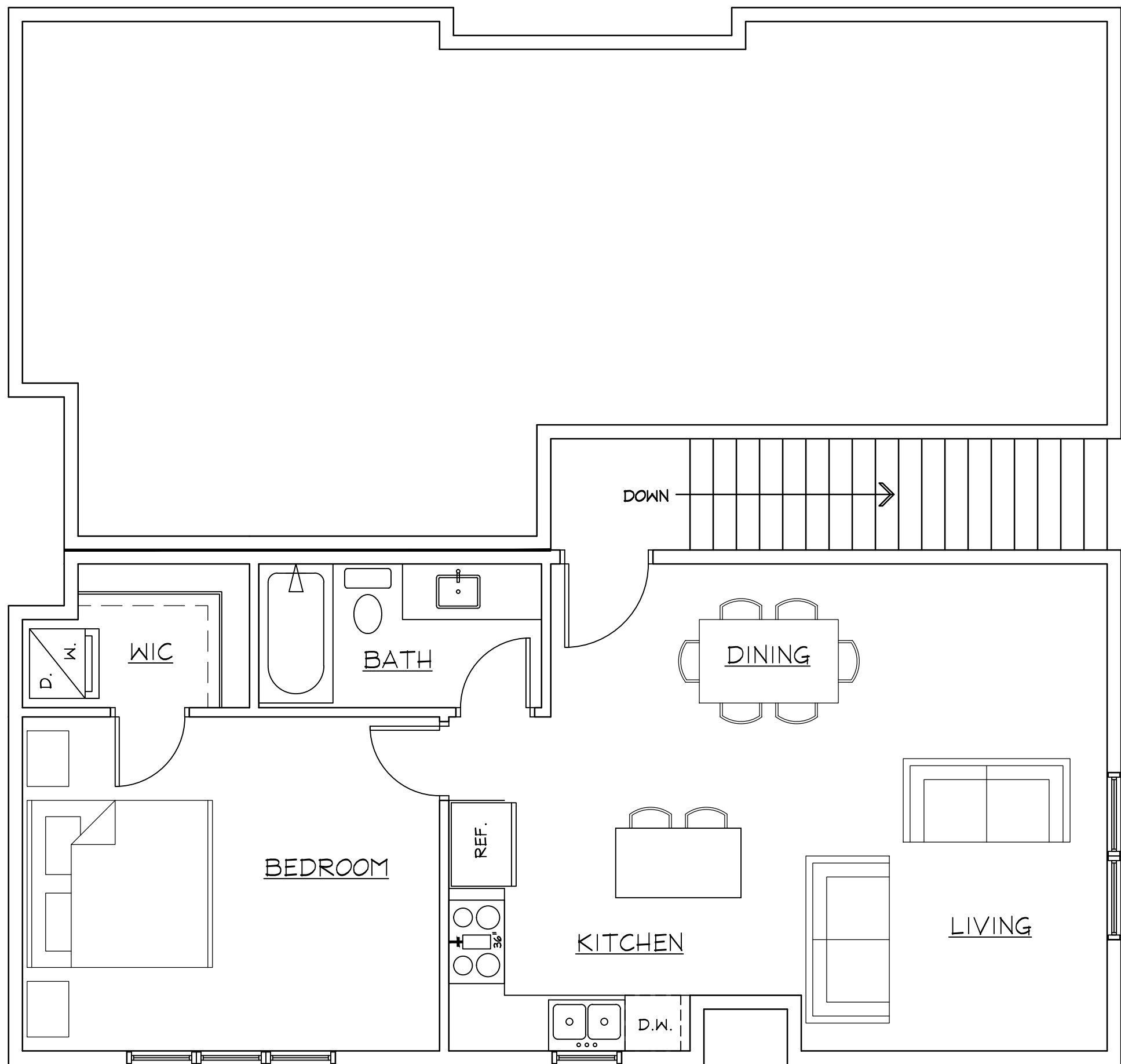
BLDG #1
FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



BLDG #1
SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



BLDG #1
THIRD FLOOR PLAN

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION

L. REMINGTON TOWNHOMES

160 E. 500 N. HEBER, UTAH

Craig Kitterman & Associates Architects

1079 E. Murray-Holladay Road Holladay, Utah 84117 Office: 801-270-8606

PROJECT #
23-05

DATE PRINTED
05/19/2023

A
3

ORDINANCE NO. 2021-20

AN ORDINANCE CHANGING THE ZONING FOR PROPERTY LOCATED AT 500 NORTH 160 WEST FROM RA-2 RESIDENTIAL AGRICULTURE TO COSZ/R-3 RESIDENTIAL AND ADOPTING AN ACCOMPANYING DEVELOPMENT AGREEMENT.

BE IT ORDAINED by the City Council of Heber City, Utah, the 1.21 acre property located at 160 West 500 North, further described in Exhibit 1, is hereby rezoned to COSZ/R-3 Residential with an accompanying development agreement as shown in Exhibit 2.

This Ordinance shall take effect immediately upon approval, but not prior to execution of the development agreement in Exhibit 2.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 6th day of July 2021.

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

APPROVED:

Kelleen L. Potter
Mayor Kelleen L. Potter



ATTEST:

Dina W. Locke Date: 7/6/2021
RECORDER

Exhibit 2: Development Agreement

When recorded return to:

LRemington LLC
Attn: Lisa A. Wark
1225 N. Cottage Way
Midway, UT 84049

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

Parcel No. 00-0005-6924
Serial No. OHE-1152-0-031-035

DEVELOPMENT AGREEMENT

(LRemington Garden Apartments)

THIS AGREEMENT entered into this _____ day of _____, 2021, by and between Heber City, hereinafter referred to as “City”, and the undersigned as “Developer”, “Owner” or “Developer/Owner”. Developer and the City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.” Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between the Developer and the City involving the same Property and is the entire, complete Agreement between the Parties.

RECITALS

WHEREAS, the Developer is the owner of approximately 1.2 acres of real property described in Exhibit A, located at 160 West 500 North, Heber City, Utah (the “Property”); and

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

WHEREAS, the City has adopted a new General Plan “Envision Heber 2050” that identifies infill and redevelopment in the downtown as a priority for the City; and

WHEREAS, the City and Developer are desirous to see redevelopment of the site in a manner consistent with the new General Plan and existing adjoining development; and

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

AGREEMENT

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

1. **Zoning.** The property shall be used and developed consistent with the requirements of the R-3 Residential and COSZ Zone, except as characterized by the approved Site Plan and elevations shown in Exhibit B and C and the provisions of this agreement.
2. **Density.** Development shall not exceed 35 dwelling units.
3. **Height.** Height of the structure shall not exceed two stories above existing grade.
4. **Rules & Restrictive Covenants.** Developer shall institute rules and/or restrictive covenants regarding, occupancy, nuisances, noise, number of allowed vehicles per dwelling, recreational vehicles, parking, use of the property, guests, etc.
5. **Parking.** Site shall include 48 parking spaces for the approved 32 dwelling units, which includes 45 parking stalls for the dwelling units and 3 parking stalls for guest parking. If the site is developed with the maximum 35 dwellings, an additional 1.5 parking stalls per dwelling unit shall be provided for each of the 3 additional dwelling units.
6. **On-street parking.** Developer shall stripe on-street parking stalls along 500 North Street as per Engineering Specifications. Such parking is not reserved for specific use of the LRemington Garden Apartments.
7. **Interior renovation.** All interior spaces shall be renovated to a livable, like new condition.
8. **Architecture and Building Elevations.** All exterior elevations shall be renovated with existing brick, new brick, stucco and Hardiplank siding with earth tone colors as shown in Exhibit C.
9. **Landscaping.** All non-hard surfaced areas shall be maintained with landscaping.
10. **Lighting.** All lighting on the site shall be dark-sky complaint as per Heber City Zoning requirements.
11. **Affordable Housing.** Developer/owner shall provide 3 residential units at an affordable rate to Qualified Applicants having household incomes that range from 60% to 100% of Average Median Income. The Deed Restriction shown in Exhibit D shall be executed with this agreement. The Deed Restriction shall be a covenant running with the land and shall be binding upon the parties and their assigns and successors in interest. In the event the apartment building is converted into ownership condominiums, the deed restriction shall be executed and recorded specifically towards the 3 affordable rental dwelling units.

12. **Permitting.** The site shall be eligible for approval of a building permit upon final site plan approval by the planning and engineering departments.
13. **Conditions of Approval:** The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City unless specifically agreed to otherwise herein.
14. **Acceptance of Improvements:** The City agrees to accept all Property improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that 1) the City's planning and engineering departments review and approve the plans for any Property improvements prior to construction; 2) Developer permits City planning and engineering representatives to inspect upon request any and all of said Property improvements during the course of construction; 3) the Property improvements are inspected by a licensed engineer who certifies that the Property improvements have been constructed in accordance with the approved plans and specifications; 4) Developer has warranted the Property improvements as required by the City planning and engineering departments; and 5) the Property improvements pass a final inspection by the City planning and engineering departments.
15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.
16. **Default.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual agreement, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day time period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.
17. **Termination.** If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give to the Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review

by the City Council at a duly noticed public meeting. The Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such public meeting, the Developer does not waive any and all remedies available to the Developer at law or in equity.

18. **Remedies.** Either Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either Party against the other Party for any act or failure to act relating to any subject covered by this Agreement (with the exception of actions secured by liens against real property), notwithstanding any other language contained elsewhere in this Agreement. With respect to any dispute arising out of, or relating in any way to, this Agreement or the Property, the Parties agree that: (a) this Agreement shall be governed by Utah law; (b) any claim be instituted and maintained only in the Fourth Judicial District, Wasatch County, State of Utah, to whose exclusive jurisdiction I hereby consent; (c) irrevocably WAIVE MY RIGHT TO A JURY TRIAL except as prohibited by law. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
19. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.
20. **Time is of the essence.** In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
21. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and the Developer, the Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.
22. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any

third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

23. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Developer's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.
24. **Notices.** Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

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

Developer

LRemington LLC
Attn: Lisa A. Wark
1225 N. Cottage Way
Midway, UT 84049

25. **Insurance and Indemnification.** Developer shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.
26. **Bodily Injury and Property Damage Insurance.** Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents,

employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.

27. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.
28. **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.
29. **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.
30. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
31. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.
32. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 32. Each such person or entity agrees to

provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

///

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[Remainder of page left intentionally blank; signatures on following page]

Exhibit F

**MINIMUM STANDARDS FOR
SELLER TO RECEIVE MAXIMUM RESALE PRICE**

- Clean Unit
- No excessive wear and tear of carpet
- Scratches, holes, burned marks (other than normal wear and tear) repaired in hardwood floors, linoleum, tile, counter tops, etc.
- Walls and ceilings paint ready – no unpatched holes or stickers etc. left thereon
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors in working order with no holes
- All locks on doors work
- All keys will be provided (e.g., door, mailbox, garage)
- All mechanical systems in working order
- All light fixtures in working order
- All appliances are in good working order and good condition
- No plumbing leaks or drips
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- Landscaping maintained
- Concrete steps, walks, driveways in good condition (if applicable)

IN WITNESS WHEREOF, the Parties have executed this Deed Restriction as of the Effective Date.

[DEVELOPER]:

By: Lisa A. Wark
Lisa A. Wark, Owner/Manager

HEBER CITY:

By: Matt Brower
Matt Brower, City Manager

APPROVED AS TO FORM:

J. Mark Smedley 7.8.2021
J. Mark Smedley, City Attorney

Notary Acknowledgments

STATE OF UTAH
COUNTY OF WASATCH

On this 13th day of July, 2021 this Deed Restriction was acknowledged before me by
Lisa A. Wark as Owner of LRemington LLC



Kelly Rogers
Notary Public

STATE OF UTAH
COUNTY OF WASATCH

On this 8th day of July, 2021, this Deed Restriction was acknowledged before me by
Matt Brower, City Manager of Heber City.



Trina N Cooke
Notary Public

EXHIBIT A

Legal Description of the Property

Parcel ID:

00-0005-6924

Serial Number

OHE-1152-0-031-035

Legal Description

Beginning at a point 16 rods West and 168.25 rods South 00°48'00" West from the Northeast corner of Section 31, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°12'00" West 150 feet; thence North 00°48'00" East 350 feet; thence South 89°12'00" East 150 feet; thence South 00°48'00" West 350 feet to the place of beginning.

EXHIBIT B

(Intentionally left blank)

EXHIBIT C

Notice of Intent to Sell

I [insert name], the owner of [insert property address] (the “Unit”), am hereby providing Heber City with a Notice of Intent to Sell as outlined in Section 4.2 of the Deed Restriction covering the Unit. I intend to sell the Unit at the following price (which may not exceed the Maximum Resale Price as set forth in the Deed Restriction):

\$ _____

The terms and conditions of such intended sale are as follows [if none, write ‘none’]:

I understand that after the City’s receipt of this Notice, the City has the option, for a period of sixty (60) days, to purchase the Unit under the terms of Article 4 of the Deed Restriction. I understand that during such 60-day period, the City may:

A. Exercise the option to purchase on the terms and within the time periods set forth in the Deed Restriction; or

B. Notify me that the option to purchase will not be exercised, at which point I will be free to sell the Unit to a Qualified Purchaser (or other eligible party) in accordance with the Deed Restriction.

Sincerely,

[Unit Owner]

EXHIBIT D

Combined Certification and Affidavit

A. Certification and Consent to Transfer.

Heber City hereby certifies that _____, of _____, is a 'Qualified Purchaser' under the terms set forth in the RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT _____ dated _____ and recorded in the Wasatch County Recorder's Office on _____ as Entry No. _____ (Book _____, Page _____), and consents to the transfer of the residence located at _____, Utah for a sales price not to exceed \$_____ as calculated pursuant to the Deed Restriction.

Heber City

By: _____ Date: _____

B. Affidavit of Buyer and Seller.

The undersigned, "**Seller**" and "**Buyer**", hereby affirm that the restricted affordable housing unit located at _____ (Unit _____) is being sold at or below the Maximum Resale Price set forth in the RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT _____ executed on _____ and recorded as Entry No. _____ (Book _____ Page _____) in the Office of the Wasatch County Recorder (the "**Deed Restriction**"). A copy of the Deed Restriction is attached hereto.

As of the date of the contract for sale the approved Maximum Resale Price is \$_____. The property is being sold for a total purchase price of \$_____. There is no other consideration paid by or on behalf of Buyer to Sellers or Sellers' agents other than the purchase price set forth herein.

Seller and Buyer affirm and acknowledge that under the Deed Restriction the price upon resale has limits and any attempt to circumvent such Deed Restriction could be a violation of applicable criminal ordinances.

Buyer further affirms that any income and employment information provided to Heber City or its designee in conjunction with the purchase of the residence is true and accurate and that Buyer is purchasing the residence for personal use. By affirmation hereof, Buyer acknowledges the applicability and validity of the Deed Restriction and understands and agrees that any subsequent conveyance or sale will be subject to limitations and requirements set forth therein including, but not limited to, sales price, income qualifications of the purchaser, improvements and the like. Buyer acknowledges that any future conveyance of the residence not approved in advance by the City under the Deed Restriction will be null and void and of no force or effect.

Finally, Seller and Buyer hereby authorize the release of the Closing Disclosure by the closing agent to the City or its designee for the sole purpose of tracking the ownership change and financial details of the sale.

Seller

Buyer

Date: _____

Date: _____

Notary Acknowledgments

STATE OF UTAH
COUNTY OF WASATCH

The foregoing instrument was acknowledged before me this ____ day of _____ by "Seller"
_____.

Notary Public

STATE OF UTAH
COUNTY OF WASATCH

The foregoing instrument was acknowledged before me this ____ day of _____ by "Buyer"
_____.

Notary Public

EXHIBIT E

Permitted Capital Improvements

1. The term “**Permitted Capital Improvements**” as used in Section 4.6 of the Deed Restriction shall include only new construction and/or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, and shall be limited to the following items:

- a. the addition of new residential square footage (or conversion of existing space to residential square footage), or the addition of new decks, patios or similar space that expands or extends the practical residential use of the unit;
- b. improvements made for the purpose of energy and/or water conservation;
- c. improvements to benefit seniors and/or handicapped persons;
- d. improvements made for the purpose of improving the safety, health and/or quality of life of occupants including fire safety/suppression systems, air conditioning, water or air filtration, water softeners and similar items; and
- e. improvements required by any government agency.

2. Permitted Capital Improvements shall not include any of the following items:

- a. upgrades to, or replacement of, appliances, plumbing and mechanical fixtures, carpets, and similar items that were included as part of the original construction of the Unit;
- b. upgrades to, or the addition of, decorative items, including lights, window coverings, and similar items;
- c. repairing, replacing and/or maintaining existing fixtures, appliances, plumbing and other mechanical fixtures, painting, carpeting and other similar items;
- d. hot tubs, spas, saunas/ steam showers and other similar items;
- e. any changes or additions to the Unit made by the City prior to sale of the Unit to the Owner; and
- f. landscaping.

3. Permitted Capital Improvement items and their associated costs must be approved by Heber City in writing prior to being added to the Maximum Resale Price as described in Section 4.4 of the Deed Restriction. If there is a disagreement regarding the eligibility of any Permitted Capital Improvements, Heber City shall have the final and exclusive authority to interpret the provisions of this Exhibit E.

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

DATED this 8th day of July, 2021.

HEBER CITY:

By: Kelleen Potter
Kelleen Potter, Mayor



ATTEST:

Brina N. Wallace
Heber City Recorder

DEVELOPER/OWNER, LREMINGTON LLC

By: Lisa A. Wark
LISA A. WARK, MANAGER

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 13th day of July, 2021, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Kelly Rogers
NOTARY PUBLIC



Exhibit A: Property Description

Beginning at a point 16 rods West and 168.25 rods South 00°48'00" West from the Northeast corner of Section 31, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°12'00" West 150 feet; thence North 00°48'00" East 350 feet; thence South 89°12'00" East 150 feet; thence South 00°48'00" West 350 feet to the place of beginning.

Page 173 of 425



Exhibit C: Conceptual Building Elevations



Exhibit D: Affordable Housing Deed Restriction

WHEN RECORDED, RETURN TO:

Heber City Attorney
J. Mark Smedley
75 North Main Street
Heber City, UT 84032

Parcel No. 00-0005-6924
Serial No. OHE-1152-0-031-035

**RESTRICTIONS
CONCERNING AFFORDABLE HOUSING UNITS
AT LREMINGTON GARDEN APARTMENTS]**

THESE RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT LRemington Garden Apartments (hereinafter this “**Deed Restriction**”) governs the units (the “**Units**”) of LRemington Garden Apartments to be built at 160 West 500 North (“**Project**”), as more particularly described herein, and is made and entered into as of the day of , 20 (the “**Effective Date**”) by [Developer] (“**[DEVELOPER]**”) and Heber City (the “**City**”). The City and [DEVELOPER] may individually be referred to as a “**Party**” or collectively as the “**Parties.**”

Recitals

- A. WHEREAS, Developer is proposing 32 apartments within a proposed remodel of a vacant building located at 160 West 500 North; AND
- B. WHEREAS, the City has an ordinance requiring at least 10 percent of all new dwelling units to be affordable units.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the parties agree as follows, and [DEVELOPER], as owner of the Property, hereby submits the Property to the following covenants and restrictions:

1. DEFINITIONS.

1.1 “**AMI**” means the Wasatch County Area Median Income (adjusted to match the actual household size of the purchaser), as determined by the City with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by the City.

1.2 “**Capital Improvements**” means material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to, all Permitted Capital Improvements.

1.3 “**City**” means Heber City, a political subdivision of the State of Utah. Actions to be taken or decisions to be made by the City hereunder are to be taken or made by the Heber City Council or the department, employee or third-party designee selected by the City Council to carry out such responsibilities or to administer, generally, the affordable housing programs for the City.

1.4 **“Disability”** means a physical or mental impairment that substantially limits one or more of a person’s major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.5 **“Domicile”** means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.6 **“Employment-Qualified Purchaser”** means the purchaser (or at least one purchaser if a Unit is being purchased by two or more individuals) meets the “Employment Qualified” terms and conditions of Subsection 1.17(b).

1.7 **“First Mortgage”** means a Mortgage (as defined in Section 1.10) having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

1.8 **“Household”** means all related and unrelated individuals occupying a Unit as their Primary Residence.

1.9 **“Maximum Resale Price”** means the price above which a Unit may not be sold as calculated by the City using the formula included in Section 4.4.

1.10 **“Mortgage”** means a mortgage, deed of trust or similar security instrument by which a Unit or any part thereof or interest therein is encumbered.

1.11 **“Net Worth”** means the amount of total assets of the individuals or household that exceed total liabilities, as determined by the City. Total assets does not include funds in retirement accounts that have an early withdrawal penalty.

1.12 **“Notice”** means correspondence complying with the provisions of Section 14.1.

1.13 **“Owner-occupied”** means a Unit that is occupied by the Unit Owner as the Unit Owner’s Primary Residence.

1.14 **“Permitted Capital Improvements”** means certain Capital Improvements made to a Unit with the prior written consent of the City in compliance with this Deed Restriction that may increase the Maximum Resale Price.

1.15 **“Primary Residence”** means the place where Domicile has been established.

1.16 **“Partially Qualified Purchaser”** means a prospective purchaser of a Unit who meets the requirements of a “Qualified Purchaser” in Section 1.17 except that the household income of the prospective purchaser shall not exceed 100% of the AMI.

1.17 **“Qualified Purchaser”** means a prospective purchaser of a Unit who meets the following eligibility requirements:

- a. Is **“Income Qualified,”** which means the Household of the purchaser earns not more than eighty percent (80%) of the AMI; AND
- b. Is **“Employment Qualified”** which means:
 - i. the purchaser (or at least one purchaser if a Unit is being purchased by two or more individuals) is employed full time at a business or businesses if multiple part-time jobs) located in Wasatch County. For purposes of this Section 1.17, “full time” is defined as working for a business or businesses located in Wasatch County a minimum of 1,560 hours per year (or approximately

30 hours per week), or if self-employed, the purchaser must be registered as a business entity in the State of Utah, have a current Wasatch County business license, and provide substantial goods and/or services within Wasatch County; OR
ii. the purchaser (or at least one purchaser if a Unit is being purchased by two or more individuals) is a retired person who was a full-time employee of a business located within Wasatch County for at least two continuous years immediately preceding his or her retirement; OR

iii. the purchaser is unable to work due to a Disability; AND

c. The Qualified Purchaser's Household shall not have a Net Worth in excess of four (4) times the AMI at the time of reference.

The City may establish policies and procedures for evaluating whether an applicant is a Qualified Purchaser, and any determinations made regarding an applicant's qualifications shall be final.

1.18 "**Reasonable Efforts**" means good faith efforts to advertise a Unit for sale at its Maximum Resale Price through appropriate local means as determined by the City. The City may establish standards for what constitutes Reasonable Efforts under this Deed Restriction.

1.19 "**Unit**" means a unit of the Project, the establishment for which shall be recorded in the Office of the Wasatch County Recorder.

1.20 "**Unit Owner**" means the transferee or transferees receiving title to, or a fee interest in, a Unit and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Wasatch County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. OCCUPANCY REQUIREMENT.

Each Unit shall be Owner-occupied unless the Unit Owner receives the prior written consent of the City, who, in its sole and absolute discretion, may grant an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.

3. RENTING THE UNIT.

3.1 Owner Occupancy Required. A Unit shall be Owner-occupied and shall not be rented without the express written consent of the City.

3.2 Rental Allowed in Limited Circumstances and on Restricted Terms. Under certain extenuating circumstances and upon the written request of the Unit Owner, the City may allow rental of a Unit on a limited basis. Upon written consent of the City (which shall be at the discretion of the City), a Unit may be rented on the following terms:

a. *Rental Period.* The rental period shall be for a minimum of ninety (90) days but shall not exceed twelve (12) months. **Short-term/nightly rental of a Unit is expressly prohibited absent prior written consent as outlined in Article 2.**

b. *Eligible Tenant(s).* The Unit may be rented to an individual or Household earning no more than 60% of the AMI who has been Income Qualified (as described in Section 1.17(a), above) by the City.

c. *Rental Amount.* Unless otherwise approved in writing by the City, the rent charged shall not exceed the "Maximum Gross Rents" allowed for a unit having the same number of bedrooms as the Unit at 60% of the Wasatch County Area Median Income as established and updated annually by the Utah Housing Corporation.

d. *Audit.* For any rentals allowed under this Article 3, the Unit Owner shall keep accurate and complete records which shall be made available to the City upon request for verification of compliance with these provisions.

e. *Documentation and Affidavit of Owner.* The City may require the Unit Owner to provide documentation of the circumstances underlying the need to lease the Unit. In addition, the Unit Owner may be required to sign an affidavit stating it is their

intent to reestablish the Unit as their Primary Residence at the end of the temporary rental period.

3.3 Single Room Rental. The City may, at its sole discretion, allow the rental of a single bedroom or bedrooms within an Owner-occupied Unit to the Unit Owner's family members or to non-family members employed at businesses located in Wasatch County, including seasonal employees. Such room rental shall be on the same terms as provided in Section 3.2 except that family members need not be Income Qualified, and the rental rate charged shall not exceed the proportional share (by bedroom, e.g., 1 bedroom in a 2-bedroom Unit = 50%) of the rent allowed under Section 3.2(c). In considering whether to allow the rental of a single bedroom or bedrooms, the City shall take into account any impacts such rental may have on the area, including impacts on parking, traffic or other issues related to the use and enjoyment of owners of neighboring properties or in the community as a whole. The approval of any such rental may be made with conditions that are enforceable by the City as if they were included in this Deed Restriction. Note that approval of a room rental under this Section does not constitute approval by any applicable homeowners associations or of any health and safety related regulations that may apply.

3.4 Unauthorized Rental. Any rental of a Unit in violation of this Deed Restriction shall trigger, in favor of the City, an option to purchase the Unit from the Unit Owner under the terms set forth in Article 4. If the City determines that a Unit is being rented in violation of this Deed Restriction, then the City shall send Notice to the Unit Owner and the tenants indicating that the tenants' rights, including but not limited to occupancy, are immediately extinguished and the option to purchase has been triggered. The Notice shall serve as a Notice of Intent to Sell under Section 4.2. Thereafter, the City's Option shall follow the procedures and timing as provided in Article 4. If the Unit Owner fails to execute conveyance documents necessary to complete a sale of the Unit to the City, the Unit Owner shall be responsible for any and all court costs and attorney's fees to compel performance of such conveyance.

4. **SELLING THE UNIT.**

Initial Unit sales from [DEVELOPER] shall comply with Section 4.1 below. The subsequent resale of any Unit shall comply with the remainder of this Article 4.

4.1 Initial Unit Sales. [DEVELOPER] shall use Reasonable Efforts to give preference to Qualified Purchasers. If ninety (90) days after issuance of a Certificate of Occupancy, [DEVELOPER] is unable to enter into a purchase contract with a Qualified Purchaser, [DEVELOPER] shall use Reasonable Efforts to negotiate a contract for sale of the Unit to a prospective purchaser of the Unit whose Household earns less than 100% of the AMI. If one hundred and twenty (120) days after issuance of a Certificate of Occupancy, [DEVELOPER] is unable to enter into a purchase contract with a prospective purchaser of the Unit whose Household earns less than 100% of the AMI, [DEVELOPER] shall use Reasonable Efforts to negotiate a contract for sale of the Unit to a prospective purchaser of the Unit whose Household earns less than 140% of the AMI. If one hundred and eighty (180) days after issuance of a Certificate of Occupancy, [DEVELOPER] is unable to enter into a purchase contract with a prospective purchaser of the Unit whose Household earns less than 140% of the AMI, the Unit may be sold to any person who will meet the Owner-occupancy requirement. The sale of the Unit to a non-qualified purchaser does not limit the applicability of this Deed Restriction in any way with respect to such purchaser's use, occupancy and subsequent resale of the Unit.

4.2 City Option to Purchase. Before a Unit Owner may sell a Unit to a third party, the Unit must first be offered to the City as follows:

a. *Notice of Intent to Sell*. Once a Unit Owner decides to sell their Unit, the Unit Owner shall provide Notice to the City of its intent to sell, which shall be substantially the same form as set forth in Exhibit C (the "Notice of Intent to Sell"). The Notice of Intent to Sell shall include a proposed sale price not to exceed the Maximum Resale Price. The

Notice of Intent to Sell shall be served on the City in accordance with Section 14.1(b). The date on which the Notice of Intent to Sell is served on the City is the "Offer Date."

b. *Option to Purchase.* The City shall have the option (the "Option"), for a period of sixty (60) days after the Offer Date (the "Option Period") to purchase the Unit at the offered price. The Option shall be freely assignable by the City to a third party. The City may exercise the Option by delivering the Unit Owner Notice of exercise of the Option (the "Exercise Notice") before the expiration of the Option Period. The City shall endeavor to notify the Unit Owner of whether it will exercise the Option as early as possible within the Option Period. If the City elects to exercise the Option, the City shall close within thirty (30) days after delivering the Exercise Notice. During the Option Period, the Unit Owner shall not sell any interest in such Unit, however, if the City: (i) notifies the Unit Owner that it will not exercise the Option; (ii) fails to deliver the Exercise Notice (or notice that it will not exercise the Option) during the Option Period; or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice (unless such closing date is extended by the parties), then the Option shall automatically terminate without the need for further notice or documentation.

4.3 Sale to a Qualified Purchaser. Upon termination of the City's Option under Section 4.2, the Unit Owner shall have the right to sell the Unit to a Qualified Purchaser as follows:

a. *Potential Purchasers List.* The City may maintain a list of persons interested in purchasing deed restricted housing that potentially meet the definition of a Qualified Purchaser (the "Potential Purchasers List"). Once the Unit is available for sale, the City shall, if requested by the Unit Owner, assist in facilitating delivery of Unit Owner's marketing information to parties on the Potential Purchasers List.

The City may adopt written guidelines and policies to more specifically regulate the eligibility and priorities of Qualified Purchasers that are not inconsistent with the criteria set forth in Section 1.17 above and this Deed Restriction. Persons wishing to be evaluated for Qualified Purchaser status will be required to provide income and employment documentation to the City for evaluation. Notwithstanding that the City will assist the Unit Owner in locating a purchaser for the Unit, the City makes no representation that a Qualified Purchaser that is willing and able to close on the purchase will be identified through the Potential Purchasers List.

The Unit Owner is not prohibited from entering into a purchase contract with a potential purchaser prior to the purchaser being approved by the City; however, the Unit Owner does so at the risk of the purchase contract being voided if the potential purchaser is not subsequently approved. In any event, a potential purchaser must be approved as a Qualified Purchaser by the City for the purchase of the Unit within five (5) business days after entering into a purchase contract.

b. *Sale to Qualified Purchaser.* If the City does not exercise its Option under Section 4.2, the Unit Owner shall undertake Reasonable Efforts for a period of not less than thirty (30) days after termination of the Option Period, to negotiate a contract for sale of the Unit to a Qualified Purchaser. In no instance shall the Unit Owner be required to sell the Unit for less than the Maximum Resale Price.

c. *Sale to Partially-Qualified Purchaser.* If, after thirty (30) days of Reasonable Efforts of marketing the Unit for sale, the Unit Owner is unable to enter into a purchase contract with a Qualified Purchaser, the Unit Owner shall, for a period of thirty (30) additional days, undertake Reasonable Efforts to enter into a contract with a Partially-Qualified Purchaser.

d. *Sale to an Employment-Qualified Purchaser.* If, after sixty (60) total days of Reasonable Efforts of marketing the Unit for sale, the Unit Owner is unable to enter into a purchase contract with a Qualified Purchaser or a Partially-Qualified Purchaser, the Unit Owner, shall for a period of thirty (30) additional days, undertake Reasonable Efforts to enter into a contract with an Employment-Qualified Purchaser.

e. *Sale to Non-Qualified Purchaser.* If, after undertaking Reasonable Efforts to sell the Unit to a Qualified Purchaser (30 days), to a Partially Qualified Purchaser (additional 30 days), and to an Employment Qualified Purchaser (additional 30 days – for

90 days total), the Unit Owner has not entered into a purchase contract to sell the Unit to a person who qualifies under this Deed Restriction, then the Unit Owner shall have the right to sell the Unit to any person who will meet the Owner-occupancy requirement. **The sale of the Unit to such purchaser does not limit the applicability of this Deed Restriction in any way with respect to such purchaser's use, occupancy and subsequent resale of the Unit.**

4.4 Maximum Resale Price. In no event shall the Unit Owner sell the Unit for an amount that exceeds the Maximum Resale Price. The Maximum Resale Price shall be calculated by the City by taking the price the Unit Owner paid for the Unit (the "**Unit Owner's Purchase Price**") and adding to that amount the following: (i) 0.25% of the Unit Owner's Purchase Price for each complete month that the Unit Owner owned the Unit (equivalent to 3% per year), which monthly increase shall not be compounded; (ii) the amount of any Permitted Capital Improvements; and (iii) a unit transfer fee that may be charged by the City at closing to defray the cost of monitoring this Deed Restriction and facilitating the sale of the Unit, which fee may not exceed one-half of one percent (0.5%) of the Maximum Resale Price (or the actual sales price if less). The Maximum Resale Price is further subject to the maintenance requirements (and possible adjustments) of Article 5. Appreciation of the Unit Owner's Purchase Price as described in this paragraph shall not apply for the period the Unit Owner is found in default pursuant to Article 9.

A purchaser shall pay no more for the Unit than is set forth in this Section 4.4 and shall not pay on behalf of seller any real estate commissions, closing costs, or other capital improvements attached to the Unit that are not Permitted Capital Improvements, or any other costs or fees not made a part of the purchase contract. The sale of any separate personal property such as appliances or furnishings may not be a condition of sale of the Unit. A purchaser shall pay all costs associated with financing the purchase of the Unit and all other closing costs customarily paid by purchasers of similar property in Wasatch County.

4.5 Recording of Affidavit Prior to Sale. In conjunction with conveyance of the Unit, the parties (Unit Owner and purchaser) and the City shall execute a *Combined Certification and Affidavit* in substantially the same form as set forth in Exhibit D, which document shall be recorded in the Office of the Wasatch County Recorder. Failure to record the signed Combined Certification and Affidavit within five (5) business days after the closing shall be considered grounds for default and possibility of reverter pursuant to Article 9.

4.6 Permitted Capital Improvements. The Unit Owner may include the cost of certain Permitted Capital Improvements, as more particularly described in Exhibit E attached hereto in the Maximum Resale Price. Permitted Capital Improvements must be approved in advance by the City and shall be added to the Maximum Resale Price only after the Unit Owner submits to the City: a signed Unit Owner's affidavit (on a form provided by the City) verifying that the work was performed on the Unit, paid for by the Unit Owner, and that any submitted receipts are valid and correct; receipts (original or duplicate) to verify the actual amounts expended by the Unit Owner; and copies of any building permit(s) or certificate(s) of occupancy issued by the Heber City Building Department with respect to the improvements, if required.

Note: The City shall have no obligation to approve requests for qualifying Permitted Capital Improvements that are submitted more than six (6) months after the completion date of the work. The City shall have the right to inspect the work prior to making a determination whether it qualifies as Permitted Capital Improvements. Capital Improvements that failed to obtain any needed building permits, including final inspections and certificates of occupancy, shall not qualify as Permitted Capital Improvements.

a. *Out of Pocket Costs.* In calculating the costs included under this Section 4.6, only the Unit Owner's actual out of pocket costs and expenses shall be eligible. Amounts related to profit, labor (sweat equity) or appreciation in Unit value will not be approved.

b. *Other Limitations.* At no point in time shall the total amount of the Permitted Capital Improvements exceed ten percent (10%) of the Maximum Resale Price, on a cumulative basis, unless approved by the City in writing. The cost of all non-permanent

Permitted Capital Improvements shall be depreciated on a straight line basis at the rate of ten percent (10%) per annum for ten (10) years commencing one (1) year after the date of installation.

c. City Discretion to Approve. The City shall have the ultimate authority to determine whether any requested improvement qualifies as a Permitted Capital Improvement.

d. No Limitation on Owner's Right to Make Improvements. The provisions of this Section 4.6 and any related terms in this Deed Restriction shall not be interpreted as prohibiting the Unit Owner from making any desired and lawful modifications or improvements to the Unit at any time whatsoever. These provisions merely serve to establish a cap on the amount and type of improvements that may increase the price of the Unit for a subsequent purchaser, as it is the intent of this Deed Restriction that the Unit remain permanently affordable to members of the local workforce. Note, however, that improvements to the exterior of the Unit and certain interior improvements may be subject to design review and approval in accordance with the governing documents for Project.

4.7 No Guaranty. Nothing herein shall be construed as a representation or guaranty by the City that the Unit Owner will receive the Maximum Resale Price for the Unit upon sale.

5. MAINTENANCE OF UNIT; PRE-SALE INSPECTION; INSURANCE.

5.1 Minimum Maintenance Standards. Each Unit shall at all times be maintained in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit. In addition, **each Unit must be maintained to certain minimum standards of physical condition, as set forth in Exhibit F, for the Unit to be offered for sale at the Maximum Resale Price.**

5.2 Pre-Sale Inspection and Assessment. Thirty (30) days prior to offering a Unit for sale (which period may be waived or reduced at the discretion of the City), the Unit Owner must contact the City, and the City will conduct an inspection of the Unit. After inspection, the Unit Owner will be provided a list of items that must be remedied prior to closing to bring the Unit to the minimum maintenance standards such that it may be offered at the Maximum Resale Price. The list will include the City's estimate of the cost to complete necessary maintenance and repairs. The Unit Owner shall then either make the necessary repairs, or the estimated cost of said repairs will be deducted from the Maximum Resale Price. If the Unit Owner chooses not to perform the repairs and accept the reduction in the Maximum Resale Price, then the inspection results and the repair estimate must be disclosed to any potential purchaser before the expiration of any inspection contingency periods associated with the purchase. This requirement applies to any sale of the Unit including under the City's Option as set forth in Section 4.2.

5.3 Insurance. To the extent such insurance is not provided by the Project's homeowners association, a Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

6. ANNUAL COMPLIANCE REPORT.

Each Unit Owner shall complete and provide to the City an annual compliance report on a form to be provided by the City. Failure of the City to mail or otherwise provide the annual compliance report form to the Unit Owner does not discharge the obligations of the Unit Owner to comply with this Deed Restriction or report compliance to the City on an annual basis. As part of the reporting process, the City may request additional documentation from the Unit Owner to demonstrate compliance, and the Unit Owner shall provide such additional documentation in the timeframe and manner requested or shall be subject to default as outlined in Article 9. In

conjunction with the annual compliance report, the City may conduct a physical inspection of the Unit.

7. MORTGAGE PROTECTION.

7.1 Subordination to First Mortgage. Except as provided in this Article 7, this Deed Restriction shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering a Unit and to all advances validly secured by said First Mortgage. For purposes of this Article 7, all references to a Unit shall also reference the Property as whole prior to the recordation of the Property's subdivision plat.

7.2 Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the City per Section 14(b)): (a) if a Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

7.3 Option to Acquire Unit from First Mortgagee. If the holder of a First Mortgage takes title to a Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or similar means, the City shall have the right to purchase the Unit from the holder by delivering Notice to said holder of the First Mortgage within sixty (60) days after the date the holder takes title to the Unit (the "Exercise Period"); provided, however, that said holder shall have served Notice of such event upon the City in accordance with Section 14(b) below or the Exercise Period shall be extended to 60 days after the date of service of Notice. The purchase price to be paid by the City for the Unit shall be equal to the lesser of: (a) the amount of outstanding principal, delinquent payments, and any advances validly secured by the First Mortgage; or (b) the Maximum Resale Price, plus the sum of all taxes, interest, insurance, and title insurance then due and payable. Provided the lender has acted to cure any default within one hundred eighty (180) days or within a reasonable time established by industry standards (if greater), the purchase price may also include reasonable attorneys' fees and other reasonable costs incurred to recover the Unit through a trustee's sale, foreclosure, deed-in-lieu of foreclosure or other similar means. In the event the City timely exercises such right to purchase the Unit, the City shall close on the purchase within thirty (30) days following the date that the City delivers Notice of its intent to acquire the Unit (the "Closing Deadline").

7.4 No Impact on Foreclosure Sale. The provisions of Section 7.3 shall not impair the holder of a First Mortgage from causing a Unit to be sold at public sale by way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 7) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the City shall have no rights greater than or different from others bidding for the Unit, except that the City shall have the post-foreclosure option to purchase described in Section 7.3.

7.5 Termination of Deed Restriction Upon Foreclosure; Applicability. If the holder of a First Mortgage acquires a Unit via foreclosure sale or similar legal means as described in Section 7.3 above and the City does not exercise its option to purchase the Unit (by either failing to deliver Notice to the holder within the Exercise Period or failing to close on such purchase by the Closing Deadline), then the provisions of this Deed Restriction shall automatically terminate with respect to the Unit and the holder of the First Mortgage shall be entitled to transfer the Unit free and clear of this Deed Restriction. In such event the owner of the Unit may, but shall not be required to, file in the Office of the Wasatch County Recorder an affidavit or other notice of termination, reciting the events giving rise to the termination of this Deed Restriction. Any such termination of this Deed Restriction with respect to a Unit shall not affect the enforceability of this Deed Restriction or similar restrictions with respect to other units in Project.

The above-described termination of this Deed Restriction shall apply only to the acquisition of a Unit by (or through) the holder of a First Mortgage strictly as described

in the preceding paragraph. If any other person or entity (including the City) shall acquire a Unit through foreclosure or trustee's sale or by any similar means, such acquisition shall be made, and the Unit shall remain, subject to the terms and conditions of this Deed Restriction which shall not be automatically terminated by said foreclosure sale or other transfer event.

8. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

8.1 Encumbrance Exceeding Maximum Resale Price is Void. In the event any encumbrance, including the refinance of a First Mortgage, when recorded against a Unit causes the total lien amount of all encumbrances (regardless of whether caused individually or cumulatively, and regardless of the actual amount of the offending encumbrance) to exceed the Maximum Resale Price, the encumbrance, subject to the provisions of this Article 8, shall be **void ab initio**. This Deed Restriction exists to preserve affordability for targeted income households and any encumbrance that exceeds the Maximum Resale Price (whether taken individually or as the result of the cumulative of all encumbrances) violates public policy and, on its face, constitutes predatory and illegal lending practices. The encumbrance exceeding the Maximum Resale Price is void in its entirety and there shall be no replacement equitable encumbrance in an amount not exceeding the Maximum Resale Price. An affidavit filed by City reciting this requirement and the Maximum Resale Price at the time of the recording of the encumbrance declaring the intention to void the encumbrance shall be sufficient to void the encumbrance of record. Notwithstanding the foregoing, the voiding of the security for a promissory note or underlying debt instrument shall not automatically void such indebtedness. For purposes of loans from governmental agencies or other approved (by the City) lenders such as the Veterans Administration or the U.S. Department of Agriculture – Rural Development wherein 100% of the purchase price is financed and costs of loans (not to exceed 5% of the loan amount) are permitted, such loans shall not be deemed a violation of the provisions of this Section 8.1.

8.2 Fraud by Owner; Penalty. Each Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of executing a debt instrument and encumbrance in an amount exceeding the Maximum Resale Price with the intent to defraud is an act of fraud and against public policy. Accordingly, the perpetrator of such act should not benefit from such activities so, upon the recording of an encumbrance executed by the Unit Owner exceeding the Maximum Resale Price, all right, title and interest of Unit Owner in the Unit shall revert to the City. This reversion to the City shall be perfected by the City recording an affidavit stating this requirement and the Maximum Resale Price at the time of the recording. The reversion of the Unit to the City and the voiding of the encumbrance recorded against the Unit shall not relieve the Unit Owner of any underlying debt obligations to the lender.

9. DEFAULT AND REMEDIES.

9.1 Default. Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of a Unit; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-occupied Primary Residence; (d) failure to pay the monetary penalties of Section 9.3; (e) failure to submit the annual compliance report required by Article 6; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) failure to record the affidavit required in Section 4.5.

9.2 Monetary Penalties. Upon Notice from the City to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) days, the City may assess monetary penalties against the Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after providing Notice per Article 14. Unless prior approval was obtained per Article 2, rental of any Unit on a short-term/nightly basis shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances,

the City may charge the Unit Owner automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

9.3 City to Maintain a Possibility of Reverter. If a Unit Owner does not cure the default within thirty (30) days, then the City may initiate the process of obtaining title to such Unit Owner's Unit as further described in this paragraph. The City shall send Notice to the Unit Owner that contains the specific default, the dates of such noncompliance, a record of other Notices sent regarding such default, and that notifies the Unit Owner of an informal hearing before the City Council to take place within thirty (30) days of such Notice, at which the Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Unit Owner's default. Upon a final ruling of default against such Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any debt or obligation incurred by the Unit Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of the Unit, any reversionary interest of the City granted by this Section shall terminate in regards only to that specific finding of default. If the City pays, or causes to be paid, pursuant to this Section amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Unit Owner for the difference between the amount paid and the Maximum Resale Price.

9.4 Right To Purchase. Upon a finding of default by an informal hearing conducted by the City Council as described in Section 9.3, the Unit Owner shall work with the City to sell the Unit to the City for the Maximum Resale Price less any penalties owed. Upon such finding of default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 9.3, to exercise or assign its right to purchase pursuant to this Section, or to seek any other remedy provided to it at law or in equity.

9.5 Remedies Not Exclusive. Except as provided in Section 9.3 regarding the termination of the City's reversionary interest upon a sale pursuant to Section 9.4, no remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

9.6 Attorney Fees. If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

10. ENFORCEMENT.

The City shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by a Unit Owner and their successors in interest.

11. TERM.

This Deed Restriction shall continue in full force and effect for 60 years after the Effective Date (and automatically extended for five (5) year periods thereafter) unless terminated sooner by the mutual agreement of a Unit Owner and the City (the “**Term**”). If the Deed Restriction is so terminated, or terminated for any reason whatsoever, the Unit Owner shall remain subject to the restrictions herein regarding the Maximum Resale Price until such time as they sell the Unit, at which time the Unit shall be sold at a market price but such Unit Owner shall be entitled to retain the proceeds of sale as if the Unit sold at the Maximum Resale Price, with the difference between the net proceeds at the Maximum Resale Price and the actual (market rate) sales price being transferred to the City to be utilized in furtherance of the City’s affordable housing goals (as determined by the City Council). Alternatively, the Unit Owner at the time of termination may have an appraisal performed of the Unit (by an appraiser of the City’s choosing), at the Unit Owner’s expense, and pay directly to the City the difference between the then Maximum Resale Price and the proceeds from a hypothetical market rate sale (based on the appraisal value), and continue to own the Unit except that it shall be unencumbered by any provision of this Deed Restriction. In either case the Deed Restriction shall not terminate with respect to the Unit until the required payment is actually received, unencumbered, by the City.

12. CHOICE OF LAW.

This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

13. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

13.1 Recordation. Upon execution by the City, this Deed Restriction shall be recorded and filed in the Official Records of Wasatch County, Utah.

13.2 Covenants Run with the Land. The City intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of a Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the City, shall encumber the Unit, and shall be binding upon the City and all subsequent Owners of the Unit.

14. MISCELLANEOUS.

14.1 Notice.

a. Any and all notices or demands to a Unit Owner or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to the Unit Owner shall be addressed to the address of the Unit Owner appearing on the County tax records.

b. Any and all notices or demands to the Parties shall be in writing and shall be served by (a) mail or commercial courier provided to the person below or his/her authorized agent authorized by appointment or by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment of receipt by the person below or his/her authorized agent authorized by appointment or by law. Service shall be complete on the date the receipt is signed. Any notice or demand shall be addressed to the following:

The City

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

Developer

LRemington LLC
Attn: Lisa A. Wark
1225 N. Cottage Way
Midway, UT 84049

c. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the City.

14.2 Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.2 Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

14.4 Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the City and the applicable Unit Owner(s) and recorded in the Official Records of Wasatch County, Utah.

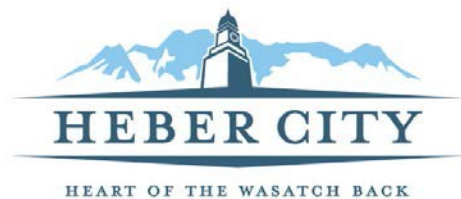
14.5 Incorporation of Recitals. The recitals set forth at the beginning of this Deed Restriction are incorporated herein by this reference.

///

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[Remainder of page left intentionally blank; signatures on following page]

City Council Staff Report



MEETING DATE: 06/06/23
SUBJECT: Master Development
Agreement Amendment
for LRemington
Development
RESPONSIBLE: Denna Woodbury (Jamie
Baron)
DEPARTMENT: Planning Department
STRATEGIC RELEVANCE: Community Development

SUMMARY

This item is for discussion for City Council to direct staff to prepare the Master Development Agreement amendment.

The policy questions include the following:

- Should the Master Development Agreement be amended?

RECOMMENDATION

The Planning Commission forwarded a positive recommendation. Staff recommends that the City Council discuss and direct staff to prepare the development agreement amendment.

BACKGROUND

The City Council discussed this project on March 7, 2023 to determine if staff should amend the existing development agreement. Concerns were expressed relating to parking, specifically guest parking, the location of the dumpster, location for snow removal, access for fire equipment, the density of the project and the overall massing of the buildings. The Council expressed to the applicant that revisions needed to be made before proceeding with the amendment of the development agreement. The applicant has made changes to the plans that were previously submitted and are outlined in the discussion section of this report.

The City Council previously held a work session and provided input on moving forward with the Master Development Agreement. The City Council expressed concern regarding the fire department access and turnaround. An IFC Hammer Head turnaround needs to be shown on the plans. There was a discussion about more room between the buildings to better accommodate fire access and snow removal. There was discussion on the location of the

affordable housing units and orienting them within the project and to better integrate the units within the project. Ground level parking and storage for the affordable units need to be shown. There was discussion regarding the location of the dumpster and the proximity to the adjacent neighbors and exploring the possibility of small dumpsters throughout the project instead of one location for the project's trash. The dumpster area will need to be enclosed in a 3 walled structure with a roof. The Council also discussed parking and a desire to see more guest parking on the site as well as 6 on street parking places on 500 N. The Council has also expressed that a landscape plan showing proposed buffering between the proposed townhomes and the exiting residences. Future plans also need snow mitigation with depressed soil/grass areas that will be attached to drain system at north end of property, other snow areas, play area and grass areas at entrance.

The applicant has made changes to their plans to try and address the comments from the City Council.

This item was heard at a public hearing at the November 8, 2022, Planning Commission meeting. At the meeting questions were asked relating to the fire department being okay with 31 units versus 30-unit requirement for secondary access. There were questions on whether the four affordable units were not counted because they access directly off of 500 North. There was also discussion regarding a turnaround for the fire department on the property. There were concerns about where the snow would be stored. There was a question raised on if the affordable housing parking was being counted toward the landscaping requirement because the landscape exhibit showed the parking spaces as green.

The public expressed concern regarding the height of the building, lack of privacy with the height of the building, traffic, kids going to school, and it adds a lot more traffic, parking, density, and the location of the trash dumpsters. Affordable housing was also discussed. The public expressed support for affordable housing and also expressed being against affordable housing.

There was some discussion about the approval process and how the current MDA was approved.

There was also a question if the units will be a rental project or if it will be an owner project. The Planning Commission also expressed a desire to come up with some mitigation of this project and the homeowners.

On December 13, 2022, the Planning Commission held a discussion on this item and recommended a positive recommendation for the development agreement amendment. During their discussion the Planning Commission considered the existing approval of this proposed amendment in terms of parking, density (number of units), and appearance. They also discussed the location of the trash enclosure and the ability for the fire department to respond if needed. The fire department needs 150-foot access around the building in the event of a fire. In reviewing the proposed project, it appears that the layout meets this requirement.

The proposed project location was previously Rocky Mountain Care facility. A Zone Change and General Plan Amendment, and a Master Development Agreement has been approved for

garden apartments to be built on the same footprint as the care facility.

The current Master Development Agreement allows for a development density to not exceed 35 units. It also limited the height of the structures to two stories above the existing grade. The Master Development Agreement also required 48 parking spaces for the 32 dwelling units including 3 guest parking spaces. The architecture and building elevations are required to be brick, stucco and Hardplanck siding with earthtone colors. The approved site plan provides 30.6% of the site to be landscaped. The approved Master Development Agreement also provides for three of the units to be affordable housing.

On July 6, 2021, this parcel was rezoned to COSZ/R-3 Residential with an accompanying development agreement.

DISCUSSION

The applicant has revised the site plan to try and address the City Council's concerns and comments from previous meetings.

The proposed application differs from the approved Master Development Agreement. This proposal includes building 31 new townhome units, including 6 affordable units, in nine buildings, instead of building over the existing footprint. This is an increase of 2 units over the previous version. The units are now in smaller buildings and seven of the nine proposed buildings have been rotated, facing each other, which breaks up the mass along the property lines. This provides bigger spaces between the buildings. The buildings will be 3 stories with building heights varying between 34.57 feet and 39.15 feet. Each unit includes a garage; however, it is unclear if they all have two car garages or if some units only have a single car garage. The project also includes 8 guest parking spaces being provided on-site. The plan indicates that there will be four parking spaces on the street.

The front setback to 500 North is 20 feet. The COSZ zoning district requires a 30-foot setback. The side and rear setbacks show 10 feet from the first floor of the buildings. It appears that the upper stories of the building encroach into the 10-foot setback, with the largest encroachment being 7' 9" from the property line. The proposed plan shows a playground area as well as snow removal areas.

The trash enclosure/dumpster has been moved from the previous location and the plan now is proposing 3 dumpsters, one at the end of each drive aisle. The back of each dumpster appears to be approximately 4 feet from the property line.

The COSZ zoning district requires a minimum of 30% of the site to be open space. Land proposed to be devoted to vehicular streets or roads, parking, and drives shall not be included in the computation of open space. The plans show that 30.2% of the project is landscaped.

Staff will need additional plans to evaluate the project, including landscaping and lighting plans, and full elevations for all of the buildings prior to the development agreement being amended.

FISCAL IMPACT

None.

CONCLUSION

Staff recommends that the City Council discuss and direct staff to prepare the development agreement amendment.

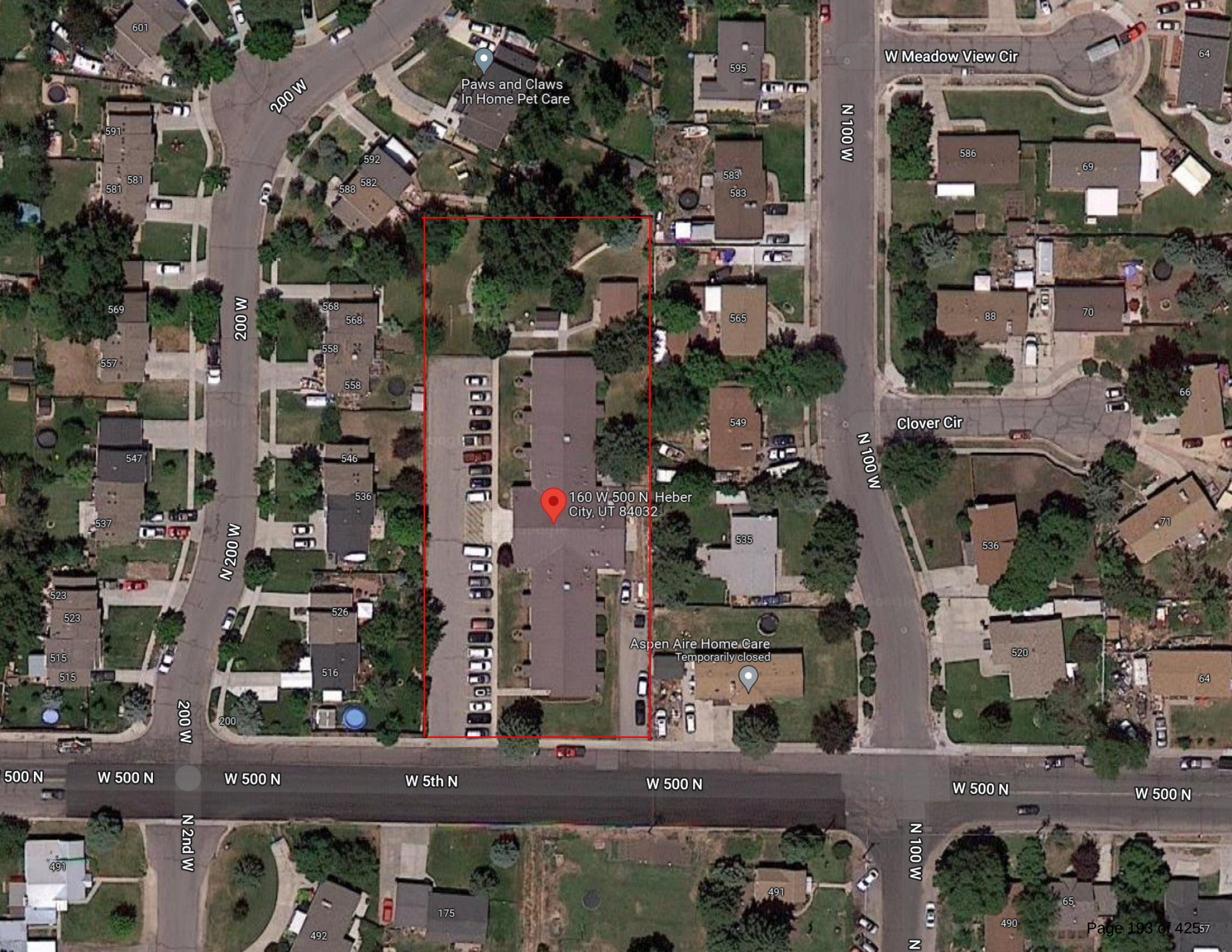
ACCOUNTABILITY

Department: Planning Department
Staff Member: Denna Woodbury (Jamie Baron)

EXHIBITS

1. Project location (aerial)
 2. Existing MDA site plan
 3. Proposed site plan
 4. Proposed Architectural
 5. Code References
-

Exhibits



Paws and Claws
In Home Pet Care

160 W 500 N Heber
City, UT 84032

Aspen Aire Home Care
Temporarily closed

W Meadow View Cir

Clover Cir



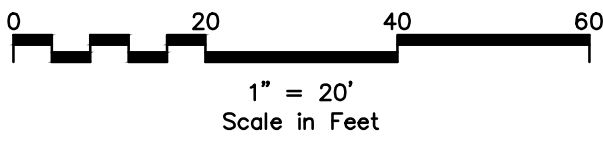
LOT LINES (PROPERTY)	---
EXISTING CURB AND GUTTER	==
PROPOSED CURB AND GUTTER	==
SETBACK LINE	---
EXISTING FENCE	-X-
LANDSCAPE AREA	[Pattern]
CONCRETE AREA	[Pattern]
GRADE BREAK	GB
INVERT ELEVATION	IE
TOP OF GRATE	TOG
TOP OF ASPHALT	TA
TOP BACK OF CURB	TBC
PROPOSED	PROP
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
BACK OF SIDEWALK	BOW

SITE DATA		
LOT AREA:	51,952	SF (1.19 ACRES)
BUILDING AREA:	12,107	SF± 23.3%
PAVEMENT AREA:	22,506	SF± 43.3%
LANDSCAPE AREA:	17,339	SF± 33.4%

PARKING TABULATION	
REQUIRED:	42 STALLS
PROVIDED:	43 STALLS 2 ADA STALLS

- NOTES:
- PROPOSED SIDEWALK PER HEBER CITY STANDARD DRAWING STREETS-4. SEE SHEET C-4 FOR DETAIL.
 - ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS AND HEBER CITY STANDARD DRAWING STREETS-6. SEE SHEET C-4 FOR DETAILS.
 - PROPOSED HIGH BACK CURB AND GUTTER PER HEBER CITY STANDARD DRAWING STREETS-4. SEE SHEET C-4 FOR DETAIL.
 - PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 1, SEE SHEET C-4.
 - PROPOSED DRIVE APPROACH.

- GENERAL NOTES:
- CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
 - ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
 - ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
 - ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND.
 - SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
 - ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.



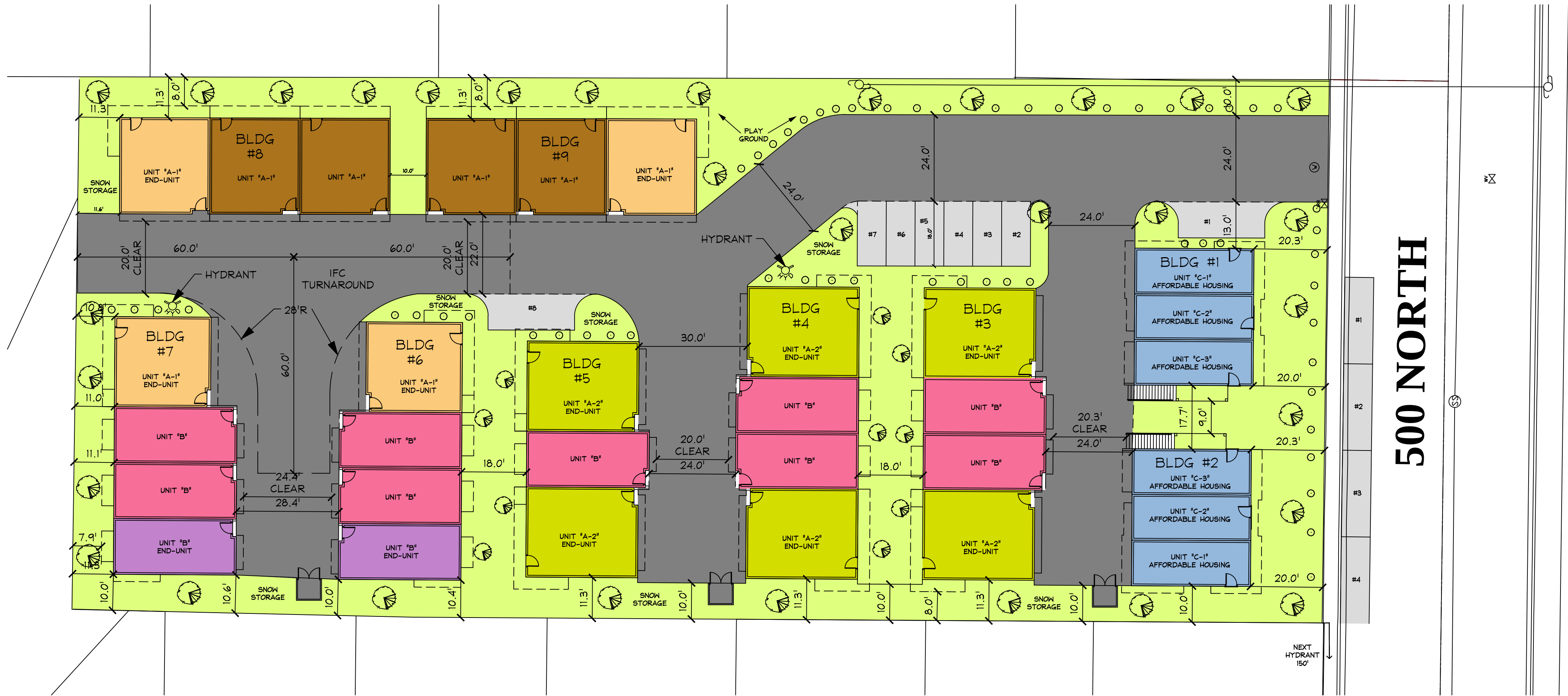
SITE CONCEPT

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



LREMINGTON - ROCKY MOUNTAIN
SITE PLAN
160 W 500 N HEBER CITY, UTAH 84032

SHEET:
C-1
DATE: 4/28/2021



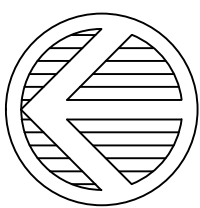
500 NORTH

LIVING SQUARE FOOTAGE	
UNIT "A-1"	
FIRST	91 SQ. FT.
SECOND	717 SQ. FT.
THIRD	799 SQ. FT.
TOTAL	1,607 SQ. FT.
UNIT "A-1" END-UNIT	
FIRST	91 SQ. FT.
SECOND	747 SQ. FT.
THIRD	860 SQ. FT.
TOTAL	1,698 SQ. FT.
UNIT "A-2" END-UNIT	
FIRST	333 SQ. FT.
SECOND	842 SQ. FT.
THIRD	942 SQ. FT.
TOTAL	2,117 SQ. FT.
UNIT "B"	
FIRST	277 SQ. FT.
SECOND	555 SQ. FT.
THIRD	558 SQ. FT.
TOTAL	1,390 SQ. FT.
UNIT "B" END-UNIT	
FIRST	277 SQ. FT.
SECOND	592 SQ. FT.
THIRD	595 SQ. FT.
TOTAL	1,464 SQ. FT.
UNIT "C-1"	
TOTAL	711 SQ. FT.
UNIT "C-2"	
TOTAL	763 SQ. FT.
UNIT "C-3"	
TOTAL	753 SQ. FT.

PARKING	
INTERIOR PARKING SPACES	45
EXTERIOR PARKING SPACES	8
STREET PARKING SPACES	4

PROJECT SQUARE FOOTAGE					
UNIT	#	SQFT	TOTAL SQFT	FOOTPRINT SQFT	TOTAL FOOTPRINT
UNIT "A-1"	4	1,607 SQ. FT	6,428 SQ. FT	662 SQ. FT	2,648 SQ. FT
UNIT "A-1" END-UNIT	4	1,698 SQ. FT	6,792 SQ. FT	662 SQ. FT	2,648 SQ. FT
UNIT "A-2" END-UNIT	6	2,117 SQ. FT	12,702 SQ. FT	770 SQ. FT	4,620 SQ. FT
UNIT "B"	9	1,390 SQ. FT	12,510 SQ. FT	522 SQ. FT	4,698 SQ. FT
UNIT "B" END-UNIT	2	1,464 SQ. FT	2,928 SQ. FT	522 SQ. FT	1,044 SQ. FT
UNIT "C-1"	2	711 SQ. FT	1,422 SQ. FT	418 SQ. FT	836 SQ. FT
UNIT "C-2"	2	763 SQ. FT	1,526 SQ. FT	418 SQ. FT	836 SQ. FT
UNIT "C-3"	2	753 SQ. FT	1,506 SQ. FT	418 SQ. FT	836 SQ. FT
PROJECT TOTAL	31	PROJECT TOTAL	45,814 SQ. FT	PROJECT TOTAL	18,166 SQ. FT
LANDSCAPING		15,731 SQ. FT	LANDSCAPING PERCENTAGE OF 51.952		30.2%

AFFORDABLE HOUSING



PRESENTATION
SITE / LANDSCAPE PLAN

SCALE: 1"=20'-0"

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION



BLDG #1
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BLDG #1
RIGHT ELEVATION

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION

Craig Kitterman & Associates Architects

1079 E. Murray-Holladay Road Holladay, Utah 84117 Office: 801-270-8606

PROJECT #
23-05

DATE PRINTED
05/30/2023

A
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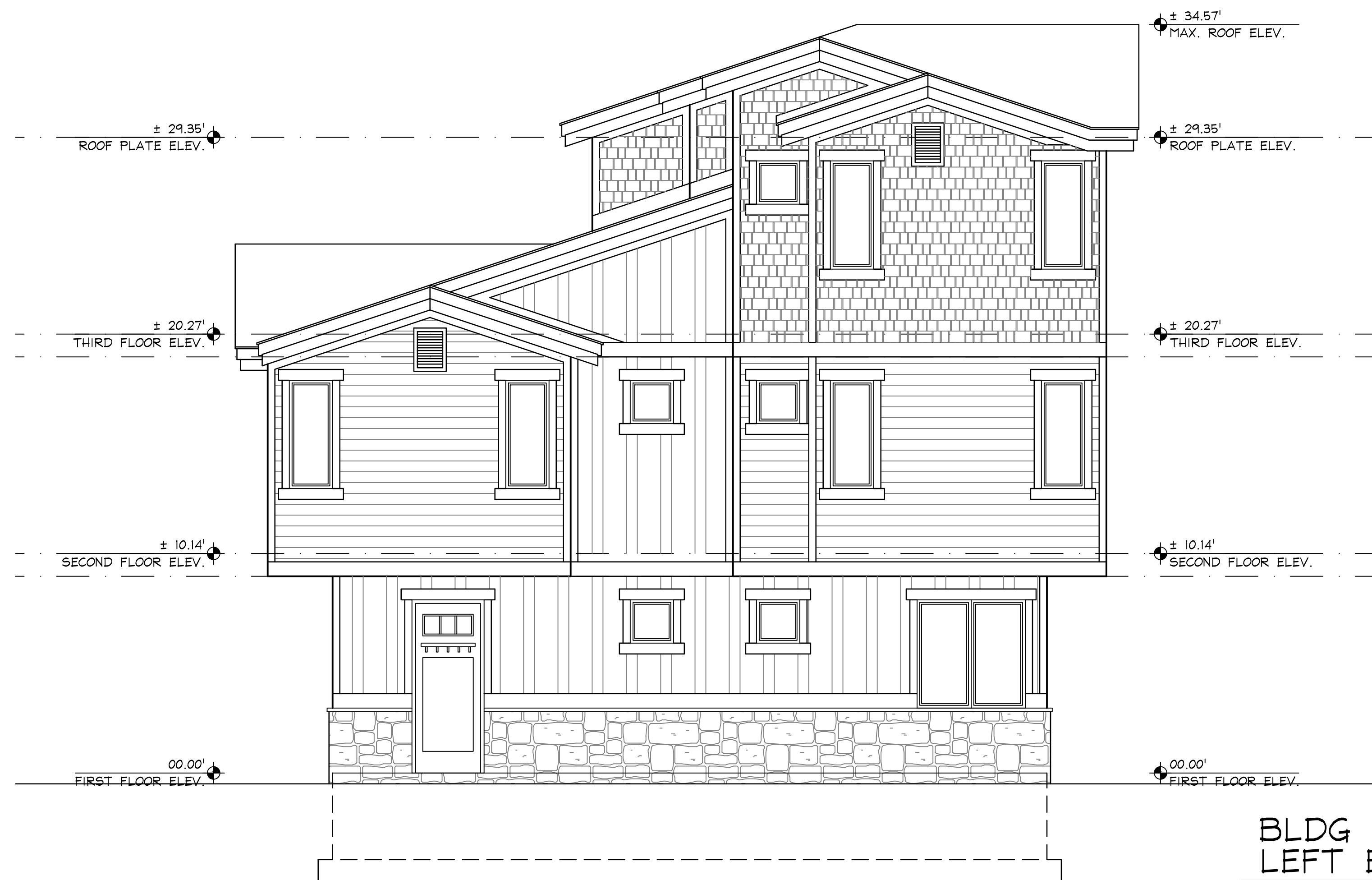
L. REMINGTON TOWNHOMES

160 E. 500 N. HEBER, UTAH



BLDG #1
REAR ELEVATION

SCALE: 1/4"=1'-0"



BLDG #1
LEFT ELEVATION

SCALE: 1/4"=1'-0"

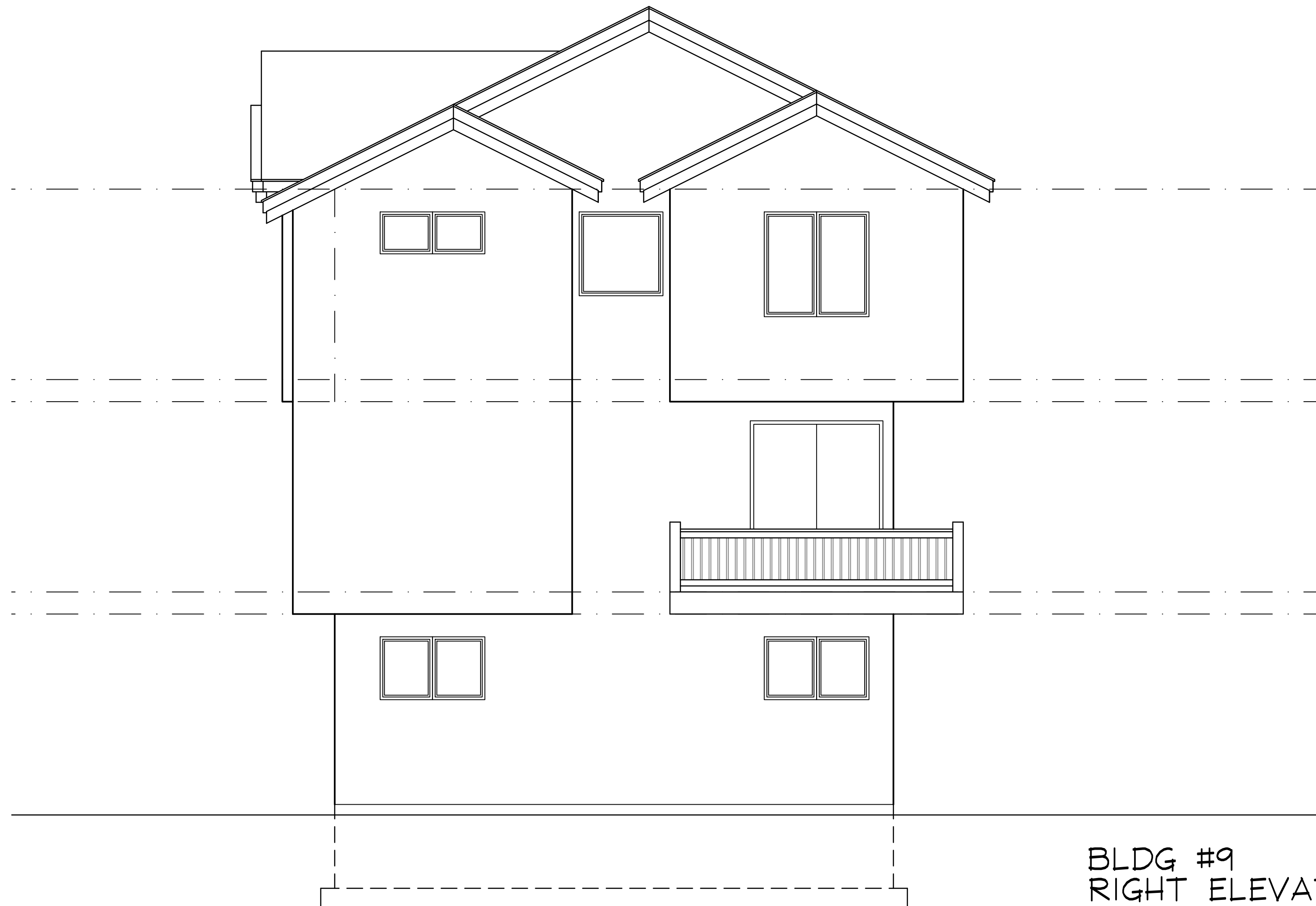
SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION



BLDG #9
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BLDG #9
RIGHT ELEVATION

SCALE: 1/4"=1'-0"

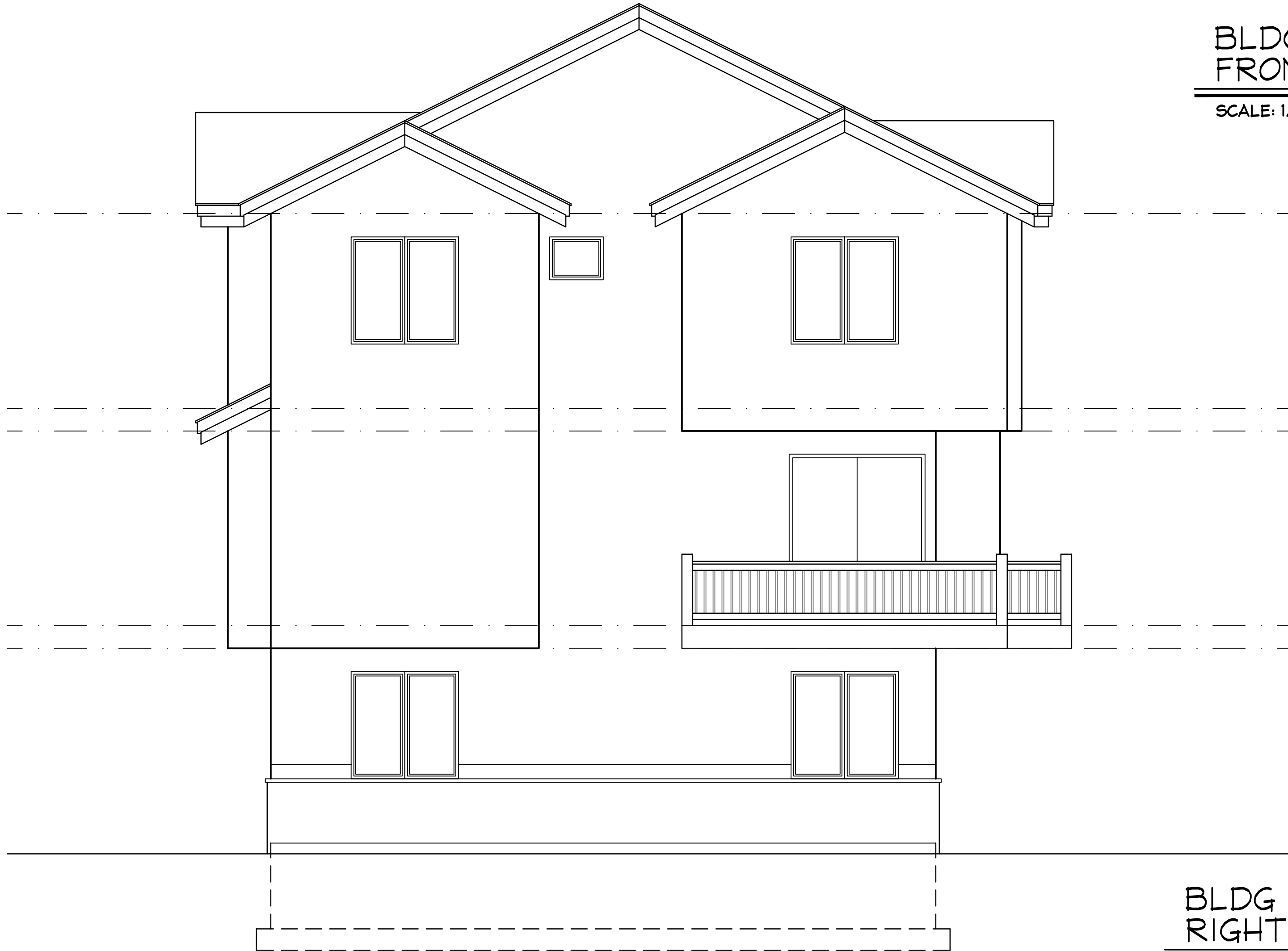
SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION



BLDG #4
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BLDG #4
RIGHT ELEVATION

SCALE: 1/4"=1'-0"

SEE SHEET #A-2 FOR ADD. NOTES

PRELIMINARY DRAWINGS ONLY
NOT RELEASED FOR CONSTRUCTION

ZONING CODES

18.52.040 Area, Width, Height, And Setback Requirements

Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback

Side: 10' total with no side less than 4' / 20' for a corner lot

Rear: 20' / 20' for corner lots

From other main buildings: 12' Max. building height 40 feet

18.22.070 Standards And Requirements

The following standards, requirements and conditions shall apply to all COSZ's:

G. With the following exceptions, dwelling and permitted structures may be located as recommended by the Planning Commission and approved by the City Council in the final development plans. Buildings should be arranged as to best comply with the intent of this Ordinance. These exceptions shall be considered, as minimum requires as they apply:

1. Set-backs along the peripheral property lines of the COSZ shall be a minimum of thirty (30) feet. For safety reasons, buildings may be required to be set back further from recreational areas, such as golf courses, ball fields, etc.

1. Where a development contains multiple zones, including the COSZ, and a peripheral property line of the COSZ is internal to the same development as the adjacent zone, the setback shall be 15', unless reduced by the City Council.

H. Not less than fifty (50) percent of the area of the COSZ shall be retained in permanent open space, parks and playgrounds. For developments that have less than 10 acres with buildings that do not exceed 1 story, the minimum open space requirement shall be at least thirty (30) percent. Land proposed to be devoted to vehicular streets or roads, parking, and drives shall not be included in the computation of open space. Uncovered recreational facilities such as football fields, baseball diamonds, and playgrounds will be allowed in the open space requirements. Entry features such as roundabouts, median planter strips, fountains, etc. may count as open space if the design of such features is approved by the Planning Commission and City Council. To the greatest extent possible, open space areas shall be placed so as to be visible from both inside and outside the COSZ. Open space shall be either appropriately and attractively landscaped or actively used for agricultural purposes. An acceptable landscaping plan, including a noxious weed plan, must be submitted before preliminary approval of the subdivision and complied with thereafter. COSZ's shall be required to either (1) deed to each owner in the COSZ an undivided ownership interest in the open space contained within the COSZ and form a homeowners association which shall be responsible for maintaining such open space according to Covenants, Conditions and Restrictions recorded with the plat or (2) place the open space in a perpetual conservation easement granted to an established conservation organization. If the open space is placed in a conservation easement, a maintenance agreement shall be entered into with the conservation organization to guarantee proper maintenance of the open space.

O. No building shall exceed 42 feet in height, measured from finished top back of curb to the highest point of the building, excluding chimneys and antenna.

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Consent to Pursue Development Agreement for Wasatch County Events Center
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Wasatch County has been improving the Event Center Parking area to incorporate a replacement area for their RV park (the existing RV park located at 600 West 100 South, has been transferred to Heber Light & Power for their new office facility). This new RV park has not been constructed to City standards. A development agreement could be considered to rectify this situation.

RECOMMENDATION

Staff recommends the City initiate an MDA (Master Development Agreement). This process begins with the informal okay by the City Council to proceed forward with a zone change process. The zone change process includes a public hearing with the Planning Commission and ends with negotiations with the City Council in formulating the terms of a development agreement and adoption of a formal ordinance.

Council does not need to have a formal vote on the issue at this time. If Council supports pursuing an MDA, the terms can be discussed later after the Planning Commission reviews the issue.

BACKGROUND

The County Parks & Recreation Department has diligently been improving the new RV Park to meet the timeframe of several events occurring during the summer-fall of 2023. The department was not aware of the need to comply with City Standards, including standard road cross sections and issues such as landscaping, fencing and clear view triangles at the intersection of 650 South and the railroad. The City has talked several times with the County this winter and spring.

DISCUSSION

The City adopted a new Public Facilities Zone (PFZ) a couple of years ago to consolidate the county's property into one zone (it was previously divided into 3 zones-R-1 Zone, C-4 Zone and I-1 Zone). This was done in anticipation of the new RV Park.

Issues with the recent improvements include:

- A. The street cross section does not include an eight foot planter strip or a 5 foot sidewalk as required by current street cross section standards.
- B. The fence, located at the railroad crossing along 650 South does not include a transparent clear zone area for visibility at that intersection. This is regulated by UDOT.
- C. A 10 foot landscaping strip with trees is not included along the right of way as required by Section 18.26.060 of the PFZ zone.
- D. An 8 foot tall masonry fence is not included along the right of way as required by Section 18.26.060 A. of the PFZ zone (a 6 foot fence is included).
- E. Unknown compliance with dark sky requirements as per Chapter 18.78 of Heber City Code.
- F. Internal roads are not hard surfaced as required by Chapter 18.96 RV Parks.

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

The City has the following options.

1. Enter into an MDA.
2. Demand compliance with City standards.

POTENTIAL MOTIONS

Staff recommended motion. Council authorize staff to proceed with an MDA process.

ACCOUNTABILITY

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

EXHIBITS

1. Vicinity Map Event Center
2. Event Center Photos
3. Public Facilities Zone
4. RV Park Standards















18.26 Institutional And Public Facilities Zone

18.26.010 Objectives - Characteristics

18.26.020 Permitted Primary Uses

18.26.025 Permitted Secondary Uses

18.26.030 Area Requirements

18.26.040 Setback Requirements

18.26.050 Height And Size Requirements

18.26.060 Special Provisions

18.26.065 Compatibility With Residential Zones

18.26.010 Objectives - Characteristics

1. The Institutional and Public Facilities (IPF) zone has been established for the primary purpose of providing a location where public and community buildings and facilities can be located and promotes the current and future use of such facilities.
2. This zone is intended to provide immediate recognition of such areas upon the official zoning map of the City, and to reduce the effect which the location of these facilities may have upon zoning statistics in residential, commercial, or industrial areas.
3. This zone is characterized by a mixture of public buildings, parks, schools, and other facilities meant for the use by the public and community.
4. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential characteristics of this zone, the regulations set out in this chapter shall apply in the IPF zone.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.020 Permitted Primary Uses

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section:

1. Accessory buildings and parking lots incidental and accessory to other permitted uses;
2. Cemetery;
3. Museums, art galleries;
4. Hotels and convention centers;
5. The raising of farm animals, agriculture and farming;
6. Storm water and flood protection facilities;
7. Sporting complexes, training facilities and associated housing;
8. Performing art center;
9. Private and public schools;

10. Solar and wind farms;
11. Telecommunication facilities;
12. Wildlife areas;
13. Churches;
14. Fairgrounds;
15. Event Centers;
16. Hospitals;
17. Public Parks;
18. Public buildings;
19. Public utility buildings, storage yards and associated structures (not including commercial storage sheds or outdoor commercial storage areas);
20. Recreation buildings and facilities;
21. Schools, Colleges, Universities;
22. Scenic railroads and railroad maintenance yards;
23. Water wells, utility transmission and distribution lines, dams, pumping plants, power plants, substations, sewage treatment plants.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.025 Permitted Secondary Uses

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section. Secondary uses must accompany a primary use on the same lot or within the same building. The existence of secondary uses shall not limit the operation or extent of permitted primary uses within the IPF Zone.

1. Nursery, day care, or preschools in support of a primary activity.
2. Public Facilities for Special Events. Public Facilities for Special Events is defined as follows: A parcel used for overnight parking and lodging using RVs, travel trailers, temporary housing units, in conjunction with governmentally sanctioned, or sponsored public events.
3. Recreational Vehicle Courts compliant with Chapter 18.96

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.030 Area Requirements

1. There is no minimum lot area requirement and no maximum building size in the IPF Zone.
2. Each project approved under this section must be fully located within the IPF Zone.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.040 Setback Requirements

In the IPF Zone, all buildings shall be set back at fifteen (15) feet from any public street right-of-way line. In the event of competing set back requirements as a result of building code restrictions, the most restrictive shall govern.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.050 Height And Size Requirements

All buildings in the IPF Zone shall be limited in height to forty-five (45) feet. Height may exceed this limit, provided the building is setback from each property line one horizontal foot for each vertical foot in height.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.060 Special Provisions

1. A 10 foot wide landscaping strip shall be provided along each street right of way, which shall be planted with a mixture of evergreen and deciduous trees, spaced on average no further than one tree for each twenty-five (25) feet of street frontage.
2. Sidewalk shall be installed according to City standards along the property's street frontage.
3. RV Parks shall be screened from existing residential development with a masonry fence 8 feet tall.
4. All outdoor lighting shall be shielded to direct light and glare only onto the premises and shall be consistent with Chapter 18.78 Lighting.
5. The storage of goods and materials within 50 feet of a public street shall occur within a building or behind an eight foot tall sight obscuring fence.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.065 Compatibility With Residential Zones

18.96 Recreational Vehicle Courts

18.96.010 Intent Of Provisions

18.96.020 Permit And Plans Required

18.96.030 Content Of Plan

18.96.040 Standards And Requirements

18.96.010 Intent Of Provisions

The intent of this chapter is to promulgate minimum regulations which are designed to facilitate the development of safe and sanitary accommodations for short-term occupants.

HISTORY

Adopted by Ord. [199](#) §02.1004.01 on 11/6/1973

18.96.020 Permit And Plans Required

Any person wishing to construct a recreational vehicle court shall prepare a plan therefor and submit the same to the planning and zoning administrator. Before a permit can be issued for any construction connected with a recreational vehicle court, the plans must be approved as set forth in this chapter. No construction connected with said vehicle court shall be commenced until a valid permit has been obtained therefor.

HISTORY

Adopted by Ord. [199](#) §02.1004.02 on 11/6/1973

18.96.030 Content Of Plan

The plan shall show the following information:

1. The topography represented by contours shown at no greater intervals than two feet when required by the planning and zoning administrator;
2. The proposed street and recreational vehicle court layout;
3. Proposed reservations for parks, playgrounds and open spaces, if any;
4. Size and character of service and recreation buildings and other structures associated with land and facilities to be used by the recreational vehicle court occupants;
5. Proposed landscape planting plan, including type and location of plant material;
6. Location of existing and proposed utility lines and easements, water and sewer lines, fire hydrants and other improvements.

HISTORY

Adopted by Ord. [199](#) §02.1004.03 on 11/6/1973

18.96.040 Standards And Requirements

The development of any recreational vehicle court shall conform to the following standards and requirements:

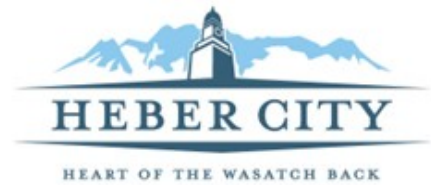
1. The area shall be in one ownership and shall remain in one ownership and the same shall not be subdivided thereafter.;
2. The plan must be prepared by an engineer, land surveyor, architect or landscape architect licensed to practice in the state;
3. Yard Lighting. A minimum of two-tenths footcandles of light shall be required for protective yard lighting the full length of all driveways and walkways;
4. All roadways shall be hard surfaced;
5. All recreational vehicle courts shall abut upon a collector or arterial street as set forth in the comprehensive plan of the city;
6. No exit or entrance from a recreational vehicle court shall be through a residential zone;
7. All one-way roadways shall be at least sixteen feet in width and all two-way roadways shall be at least twenty-four feet in width;
8. All recreational vehicle spaces shall be located at least twenty feet back from the right-of-way line of any public street and the resulting setback space must be landscaped with lawn and trees or shrubs as approved by the planning and zoning administrator except over permitted driveways;
9. All areas within the court which are not occupied by buildings or hardsurfacing shall be landscaped and maintained with lawn, trees and shrubs designed to provide privacy and noise containment, and shall be equipped with adequate sprinkling devices as determined by the planning and zoning administrator;
10. Each recreational vehicle space shall be at least twenty feet in width and at least forty feet in length;
11. All recreational vehicles shall be served by a water system, a sewage disposal system and solid waste disposal facilities which have been approved by the State Health Department;
12. All recreational vehicle courts shall be maintained in a tidy and sanitary condition, free at all times from debris, trash and deleterious objects and structures;
13. Prerequisite to the occupancy of any recreational vehicle court shall be the obtaining of an annual license, which shall be issued only after inspection by the planning and zoning administrator. It shall be unlawful to operate a recreational vehicle court without first obtaining a license, and said license shall be refused or revoked upon failure of the owner and/or operator to maintain the park in accordance with the standards and requirements as set forth in this section;
14. In addition to meeting the requirements of this section, all recreational vehicle courts shall also conform to the requirements set forth in the Code of Camp, Trailer Court, Hotel, Motel and Resort Sanitation Regulations, as adopted by the Utah State Board of Health.

HISTORY

Adopted by Ord. [199](#) §02.1004.04 on 11/6/1973

Amended by Ord. [2000-21](#) on 8/17/2000

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Appointment of D. Scott Crook as Employee Appeals Board / Employee Hearing Officer
RESPONSIBLE: Heidi Franco
DEPARTMENT: City Council
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

In accordance with Section 1.5 and Article 12 of the City's Personnel Policy, the Mayor shall appoint, with the advice and consent of the City Council, a member of the Utah State Bar to serve as the Employee Appeal Board. Mayor Franco has appointed J. Scott Crook to serve as the Employee Appeal Board for a term expiring on December 31, 2023. Mr. Crook is a licensed attorney with over twenty years of experience who specializes in employment law. Mr. Crook is with the Crook Legal Group located in Sugarhouse, Utah.

RECOMMENDATION

That the Council consent to Mr. Crook as the Mayor's appointment to serve as the Employee Appeal Board.

BACKGROUND

DISCUSSION

FISCAL IMPACT

Mr. Crook's hourly billing rate of \$265 is consistent with the rate charged by other attorneys with Mr. Crook's experience and expertise.

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.

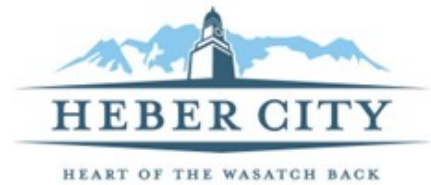
ACCOUNTABILITY

Department: City Council
Staff member: Heidi Franco, Mayor

EXHIBITS

None

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Heber City Historic Preservation Committee
RESPONSIBLE: Michael Moulton
DEPARTMENT: Historical Preservation
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: Historical Preservation
Staff member:

EXHIBITS

None



Heber City Rebrand

PROPOSAL 2

Artwork

Full Mark - Color



Full Mark - 1 Color



Wordmark





Steps Taken with Council Feedback

text / detail / embellishments

application for digital, embroidery, print



Practical Application



HEBER CITY REBRAND

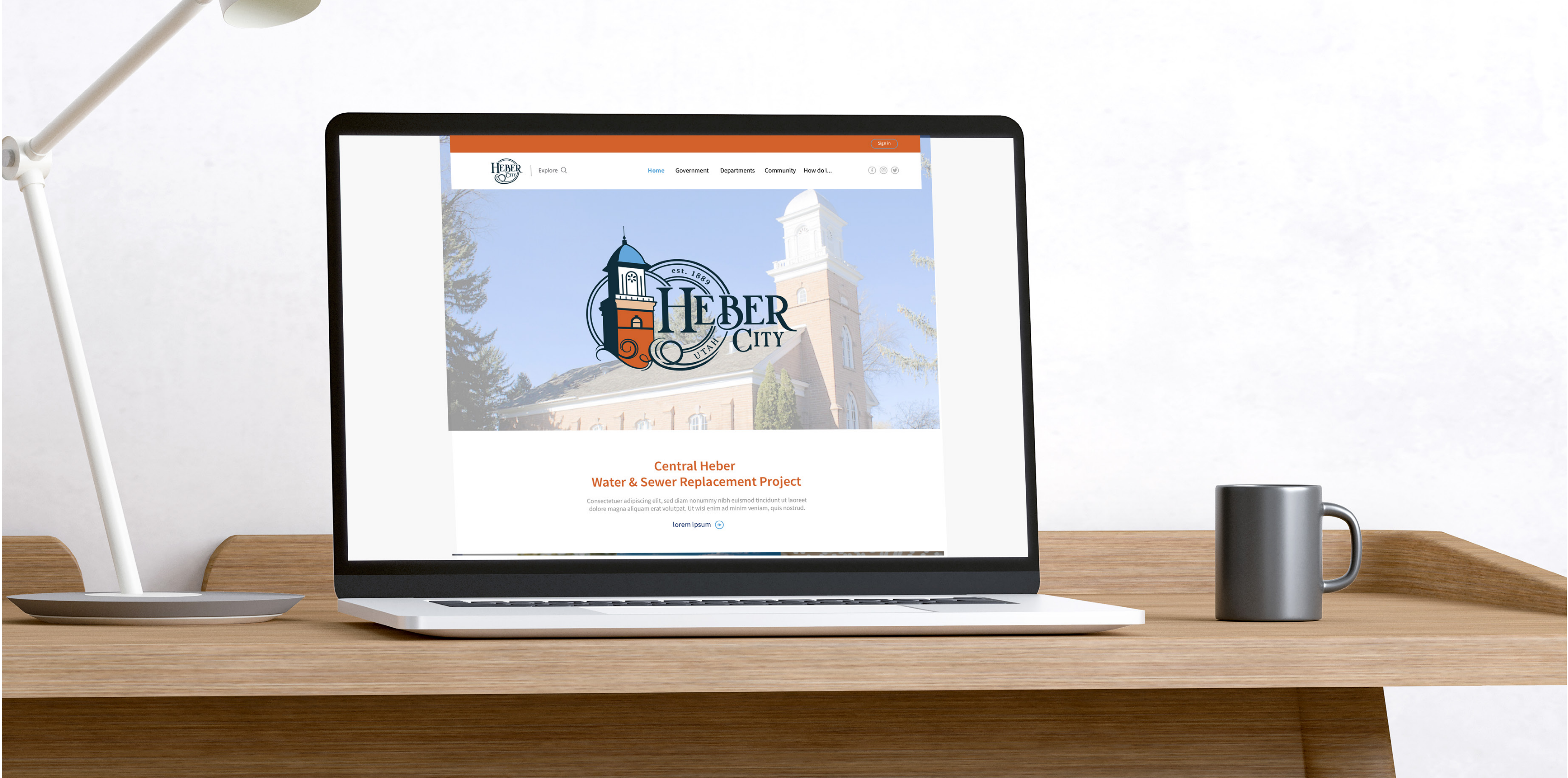
IGNITION



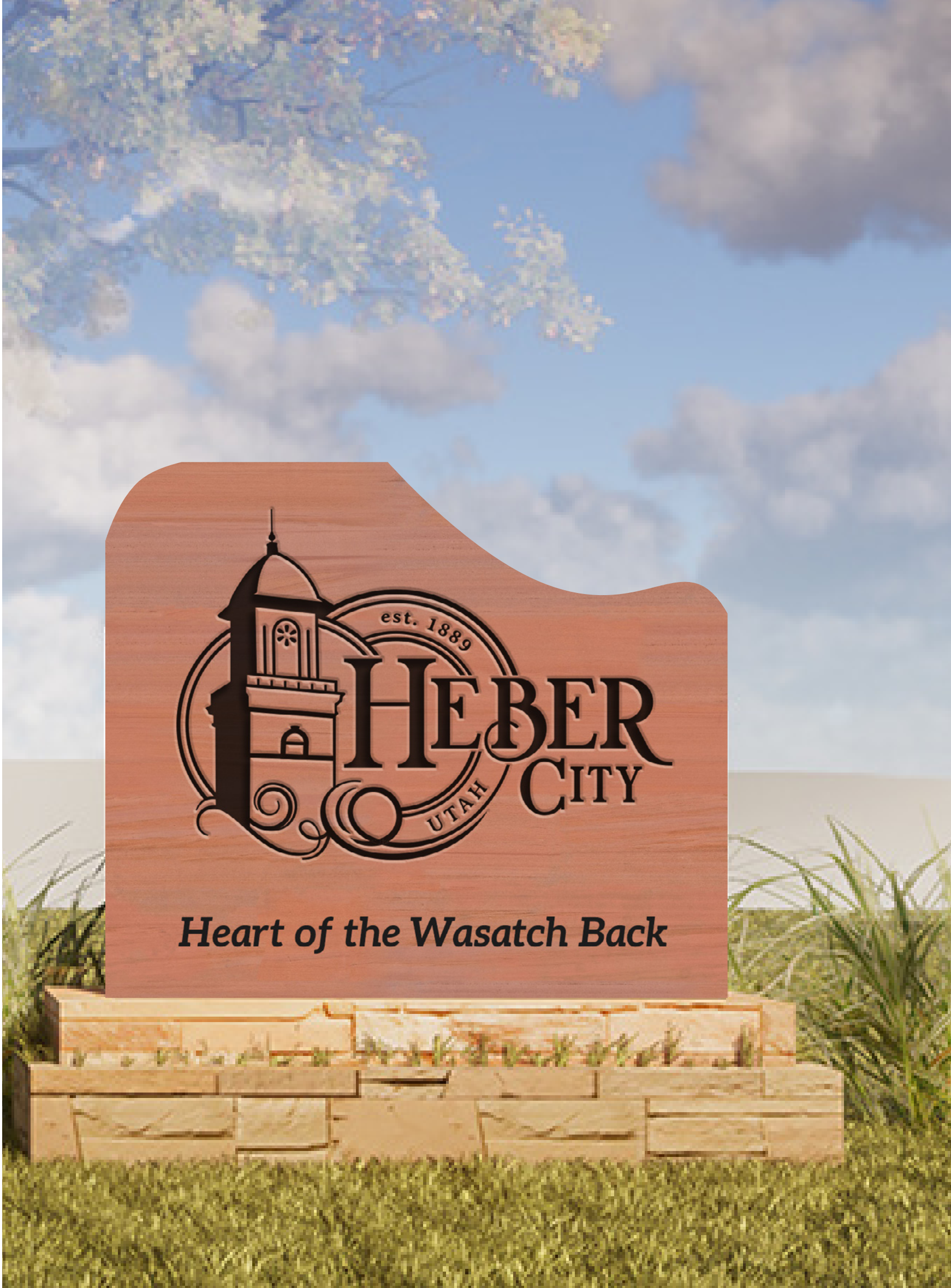
HEBER CITY REBRAND

IGNITION







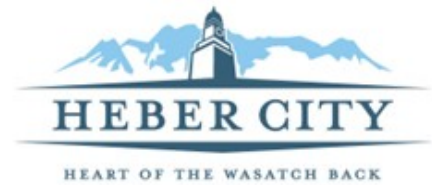




HEBER CITY REBRAND

IGNITION

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Muirfield and Coyote Springs Park Plans
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Landmark Design Inc (LDI), has completed the park designs for the Muirfield Expansion and Coyote Springs Parks. Staff is presenting the plans for feedback from the Council.

RECOMMENDATION

Staff is seeking feedback on the proposed park plans.

BACKGROUND

Near the end of 2022, the City contracted with Landmark Design Inc (LDI) to do park designs for the expansion area of Muirfield Park and Coyote Springs Park. LDI has completed the park designs for the Muirfield Expansion and Coyote Springs Parks. The POSTT committee has reviewed the plans and has recommended the current plans.

DISCUSSION

Muirfield Park

The park plan focuses on preserving the agricultural feel of the expansion area, while implementing a board walk and other features to allow the public to access and see the wetlands.

Coyote Park

The park has a more natural park feeling, with native vegetation and a trail leading from the canal trail to the pond and parking lot. The plan also includes a playground. The pond could possibly be expanded if the park grows in the future.

FISCAL IMPACT

Park improvement cost estimates will be presented in a subsequent meeting.

CONCLUSION

ALTERNATIVES

Not an Action Item.

POTENTIAL MOTIONS

Not and Action Item

ACCOUNTABILITY

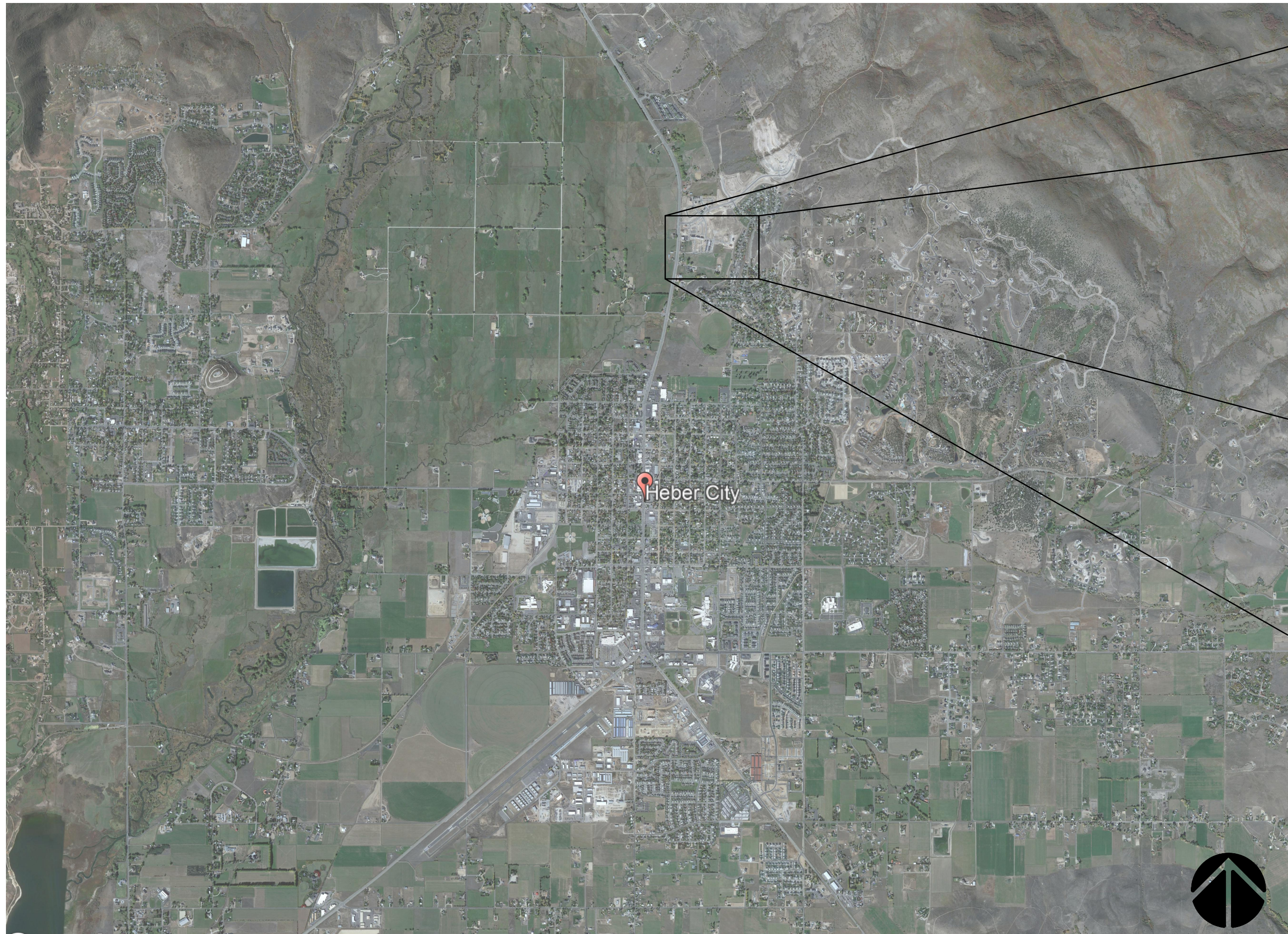
Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. 23_0524_Coyote Park DD Document
2. 23-0316 Coyote Springs Park MP
3. 23_0524_Muirfield Park DD Document
4. 23-0316 Muirfield Park MP

COYOTE SPRINGS PARK

HEBER CITY



VICINITY MAP

HEBER, UTAH 84032
WASATCH COUNTY



PROJECT LOCATION MAP

1646 U.S. 40
HEBER, UTAH 84032

CONTACTS

HEBER CITY
MAYOR

HEIDI FRANCO

PLANNING DIRECTOR

ANTHONY KOHLER

PARKS & CEMETERY
DIRECTOR

MARK ROUNDS

DESIGN CONSULTANTS

PROJECT MANAGER
LANDSCAPE ARCHITECT
LANDMARK DESIGN

SAM TAYLOR
HUGH HOLT
801.474.3300

DRAWING INDEX

L-000	COVER AND DRAWING INDEX
L-101	MATERIALS PLAN
L-102	CONCEPT PLANTING PLAN
L-103	CONCEPT GRADING PLAN
L-501	DETAILS
L-502	DETAILS

DISCLAIMER

The design indicates relationships based data obtained from other parties and field observations by Landmark Design, Inc. to meet the requirements of this project. The subsequent accuracy of this document while considered reliable is not warranted or guaranteed. Utility information is not all inclusive and the contractor must locate utilities as required. Although this document is intended for use during construction, the actual conditions encountered on site may require the modification of information contained herein. Extents and notations of existing elements are approximate and intended for reference only.

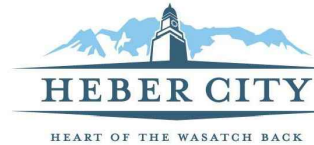


HEBER CITY PARKS
COYOTE SPRINGS PARK

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:



HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

DESIGN DEVELOPMENT

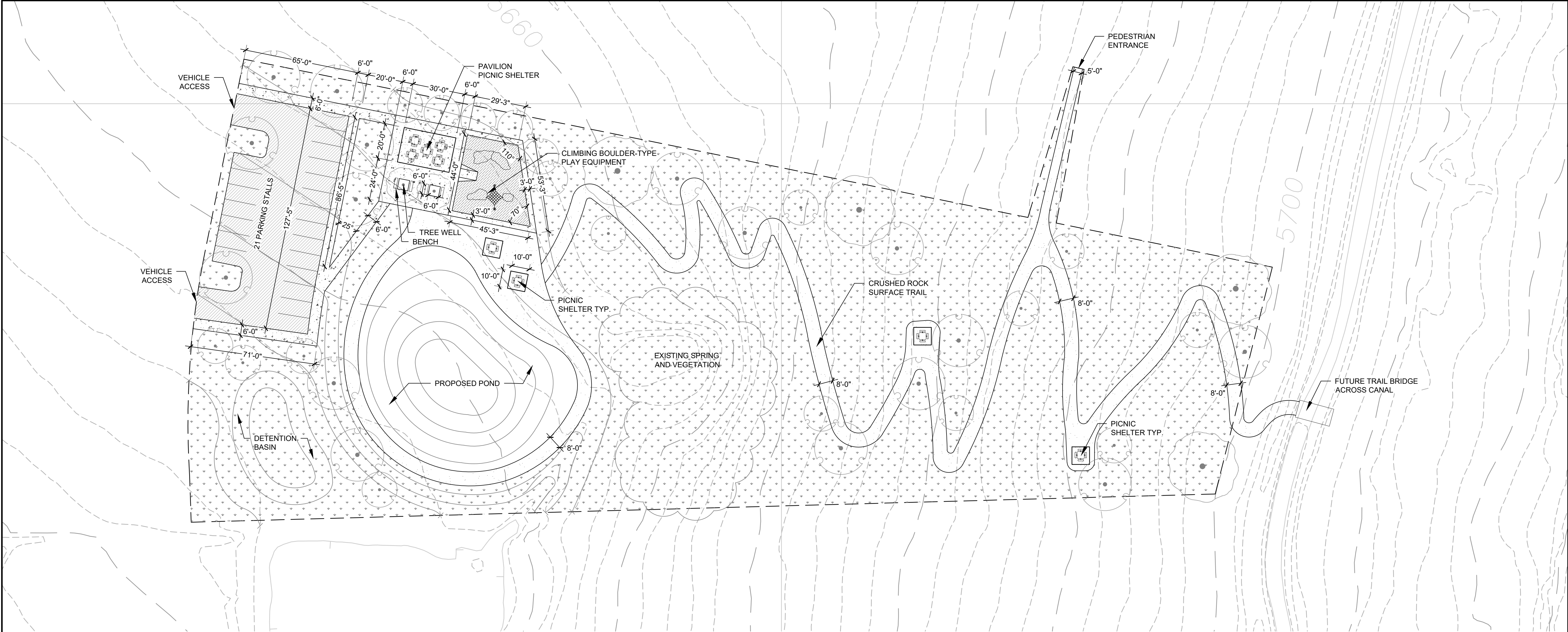
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CONTRACT #:
PROJECT #:
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CHECKED BY: S. TAYLOR
DATE: 5/22/2023
COPYRIGHT:
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COVER PAGE

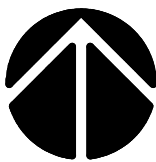
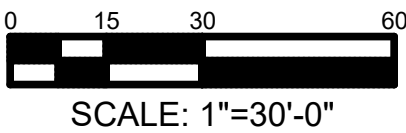
L-000

Sheet No:



LEGEND

- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- CRUSHED ROCK SURFACING
- DRY MEADOW
- PLAYGROUND PROTECTIVE SURFACING (32 1816.13)

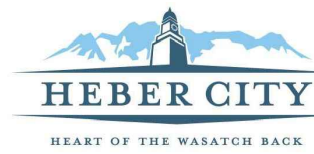


HEBER CITY PARKS
COYOTE SPRINGS PARK

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:



HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

DESIGN
DEVELOPMENT

MARK	DATE	DESCRIPTION

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PROJECT #:
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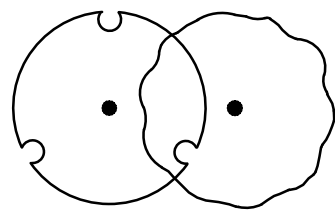
MATERIALS
PLAN

L-101

Sheet No:



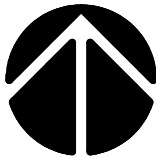
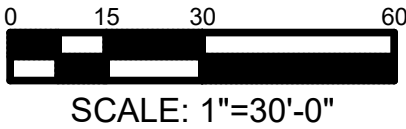
CONCEPT PLANT SCHEDULE



- DECIDUOUS TREE**
Acer negundo 'Sensation' / Sensation Box Elder
Prunus virginiana / Common Chokecherry
Amelanchier laevis 'Spring Flurry' / Spring Flurry Serviceberry
Cercis canadensis / Eastern Redbud
Maackia amurensis / Amur Maackia
Quercus macrocarpa / Burr Oak
Ulmus x 'Accolade' / Accolade Elm
Zelkova serrata 'Village Green' / Village Green Zelkova



- DRY MEADOW SEED MIX**
Artemisia tridentata / Big Sagebrush
Balsamorhiza sagittata / Arrowleaf Balsamroot
Bouteloua curtipendula / Side Oats Grama
Bouteloua gracilis / Blue Grama
Cleome serrulata / Rocky Mtn Bee Plant
Linum lewisii / Blue Flax
Lupinus argenteus / Silvery Lupine
Penstemon palmerii / Palmer Penstemon
Penstemon strictus / Rocky Mountain Penstemon
Poa secunda / Sandberg Bluegrass
Ratbida columnifera / Mexican Hat

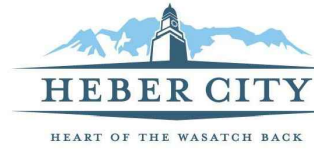


HEBER CITY PARKS
COYOTE SPRINGS PARK

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:



HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

**DESIGN
DEVELOPMENT**

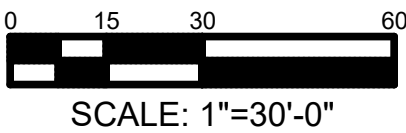
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**CONCEPT
PLANTING
PLAN**

L-102

Sheet No:



HEBER CITY PARKS
COYOTE SPRINGS PARK

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:

HEBER CITY
HEART OF THE WASATCH BACK
HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

DESIGN DEVELOPMENT

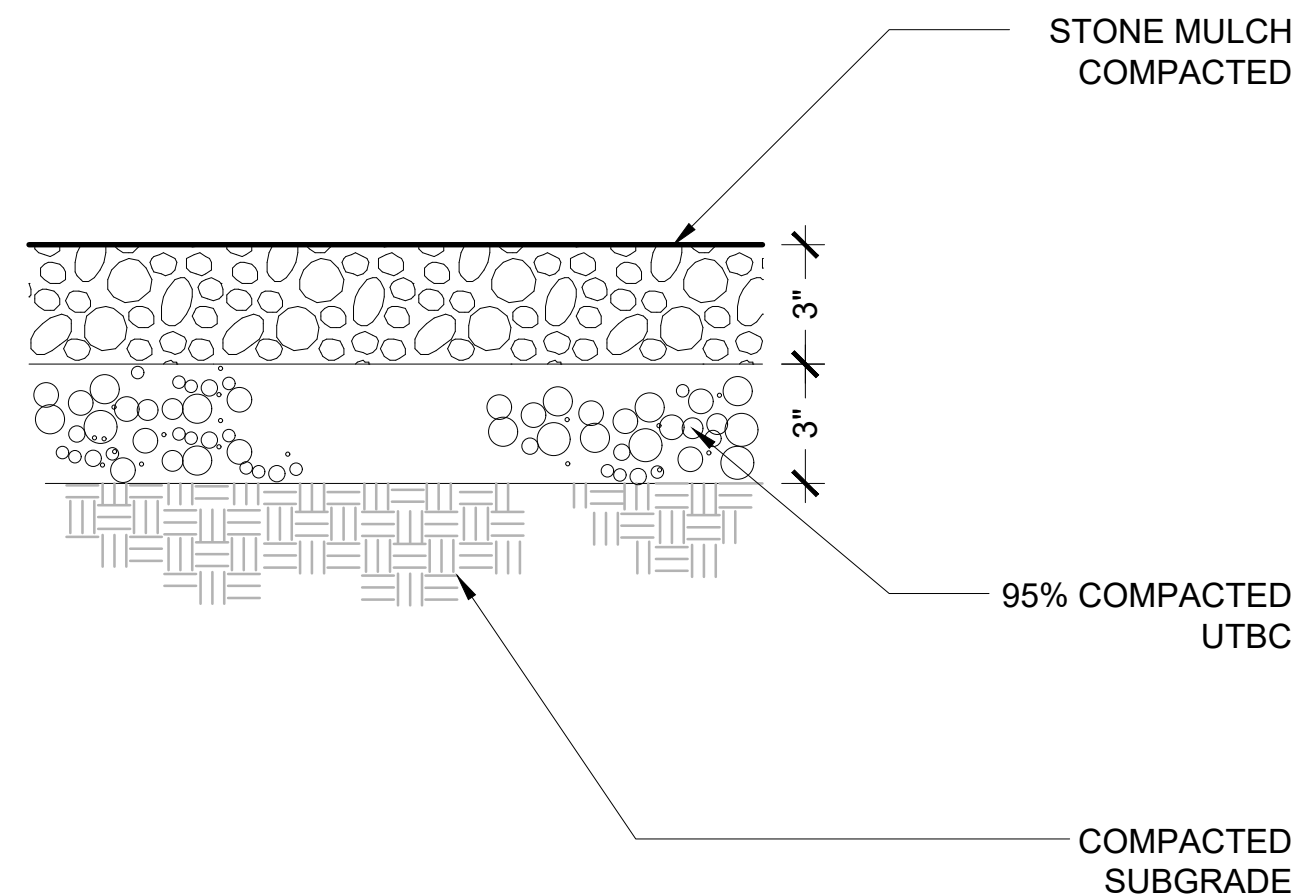
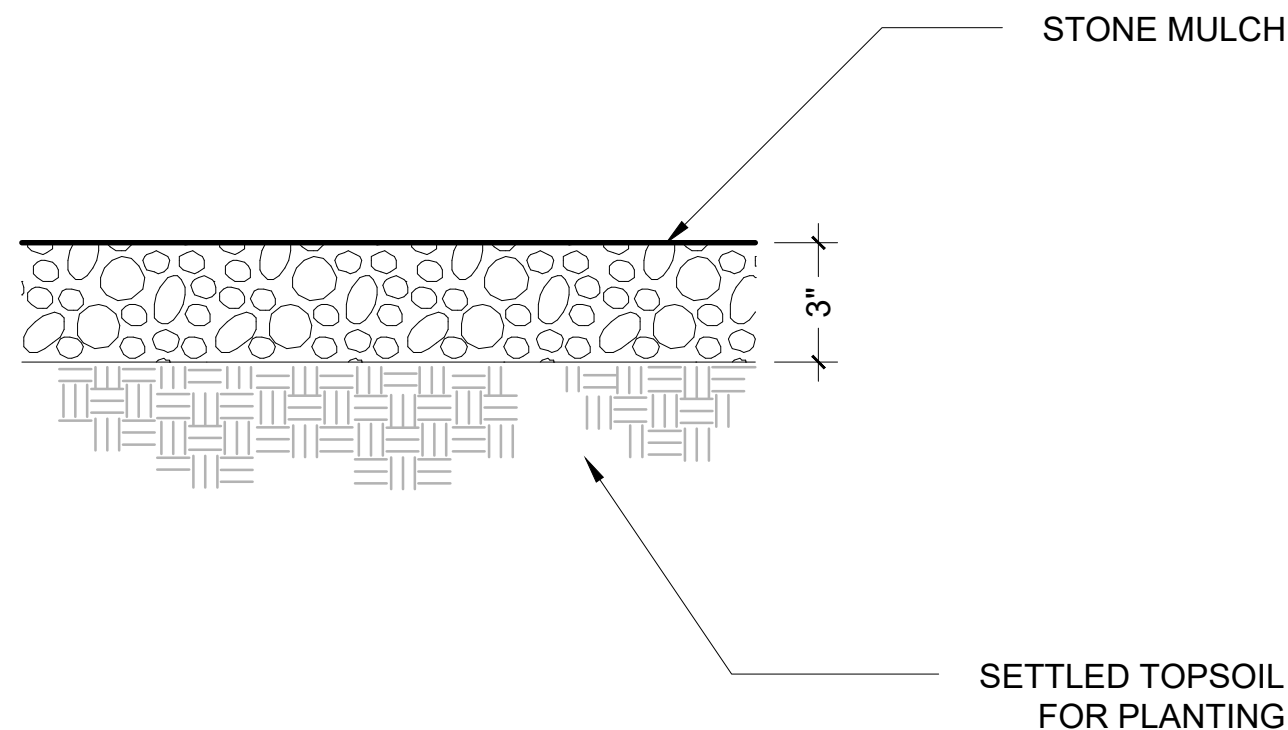
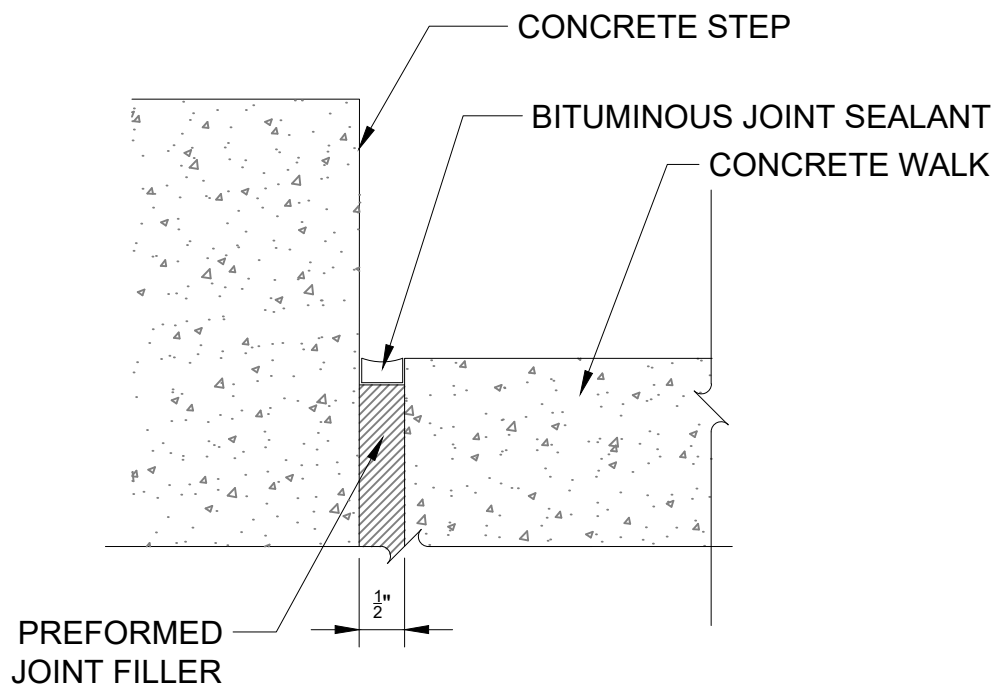
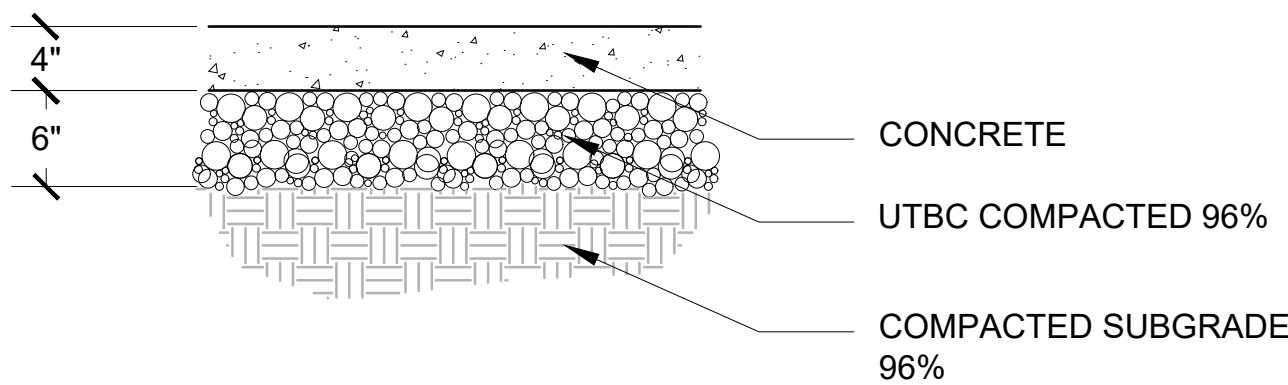
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PROJECT #: _____
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CONCEPT GRADING PLAN

L-103

Sheet No:

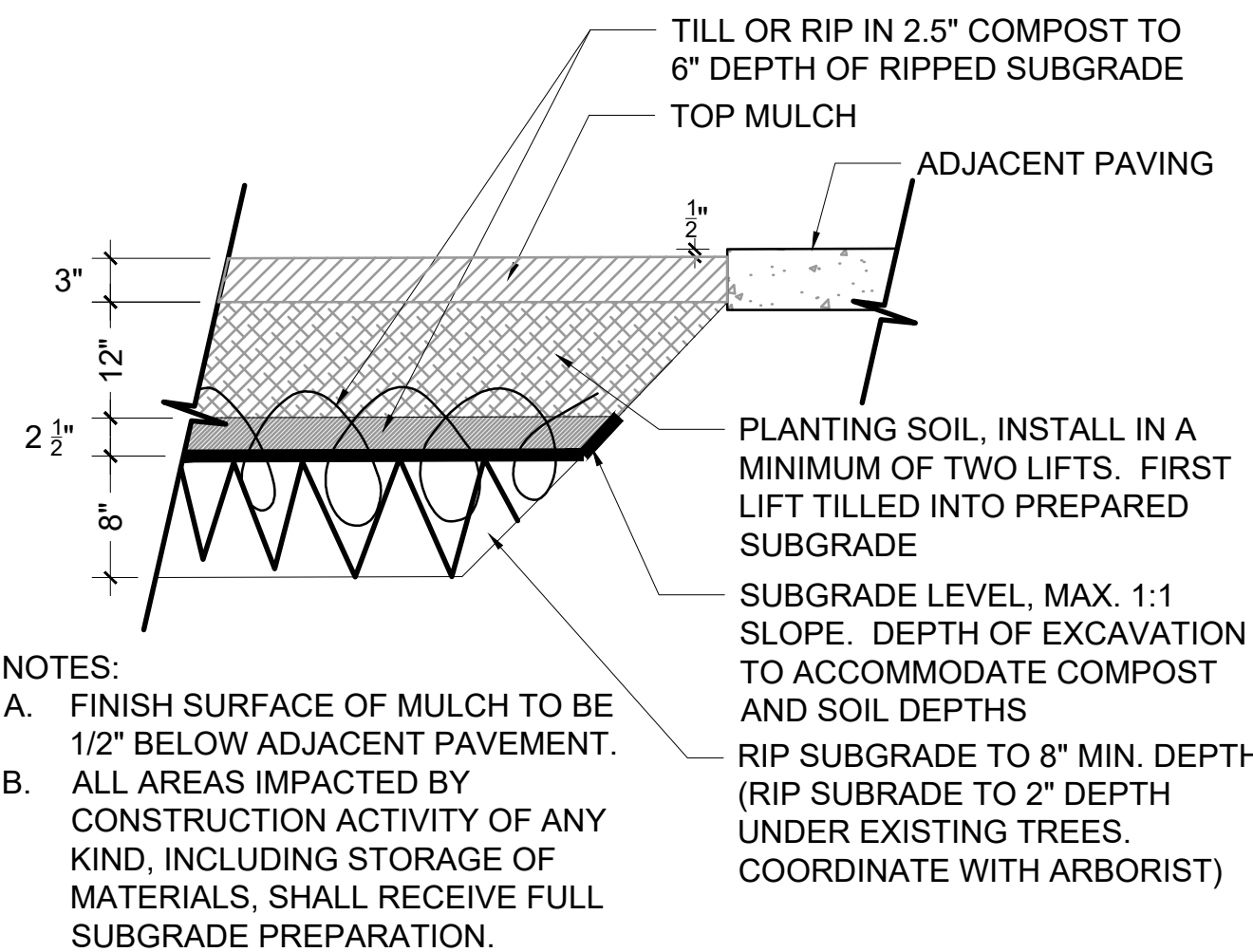


1 CONCRETE SIDEWALK P-HECP-00

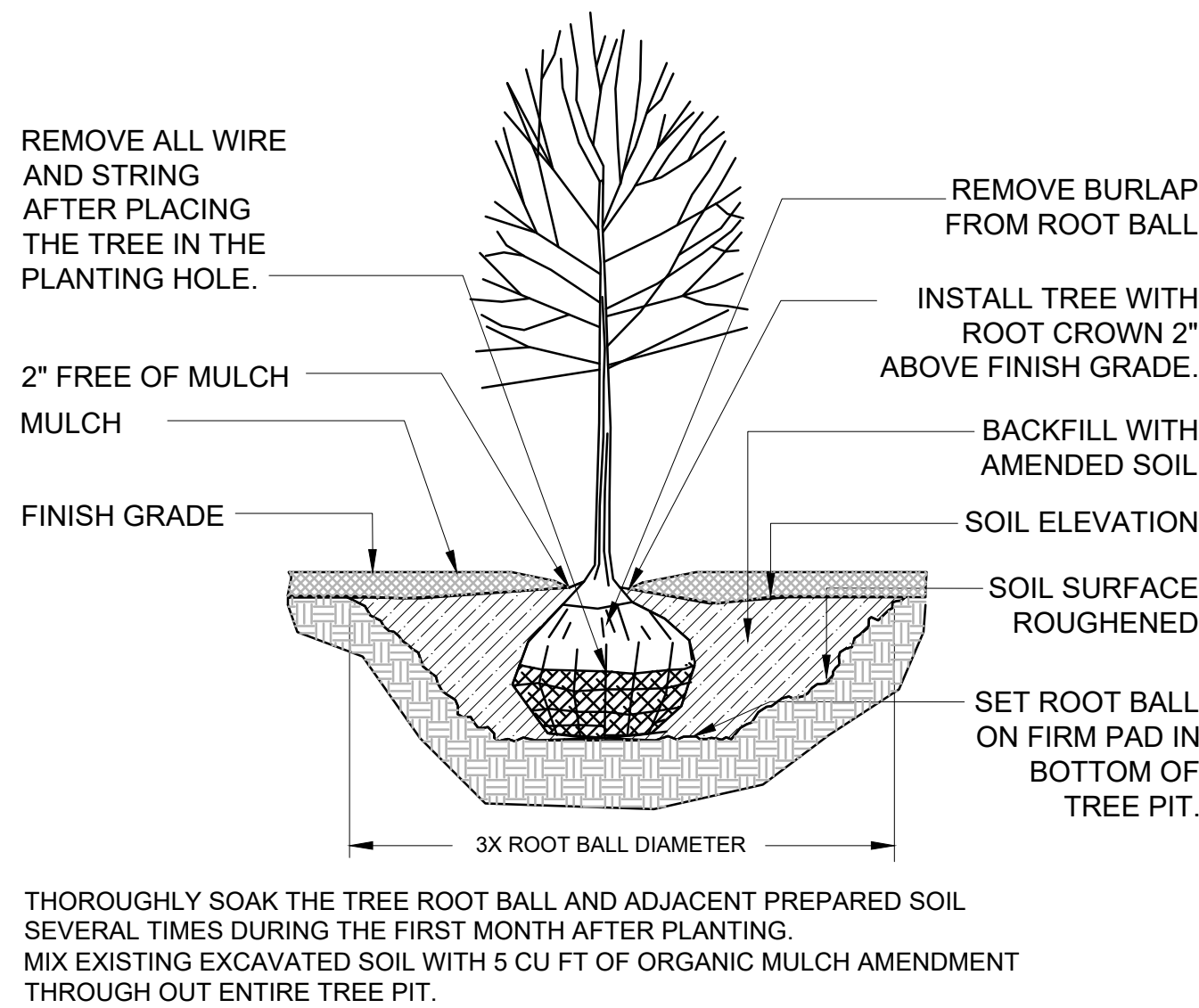
2 CONCRETE EXPANSION JOINT P-HECP-01

3 CRUSHED STONE MULCH P-HECP-09

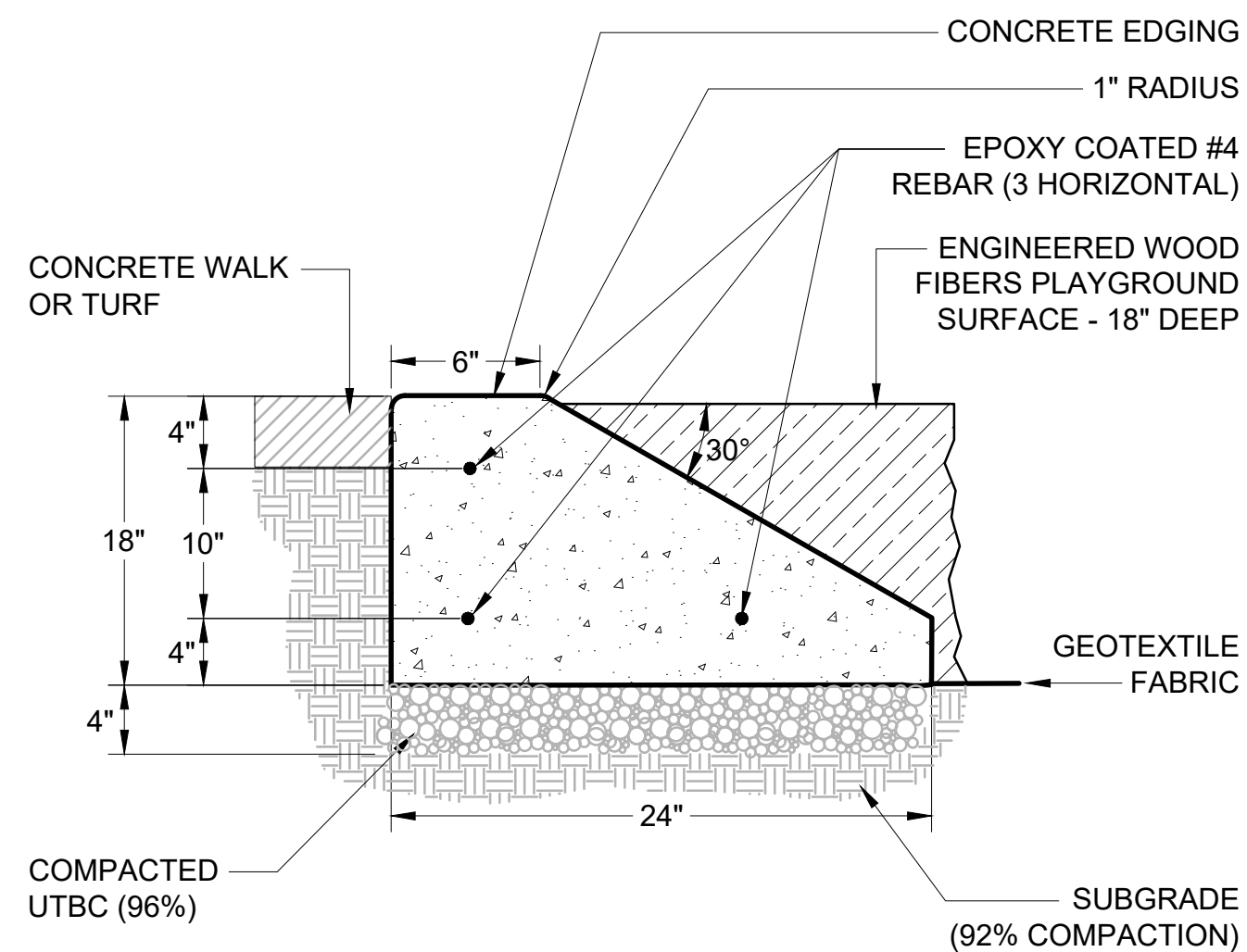
4 COMPACTED CRUSHED STONE PATH P-HECP-08



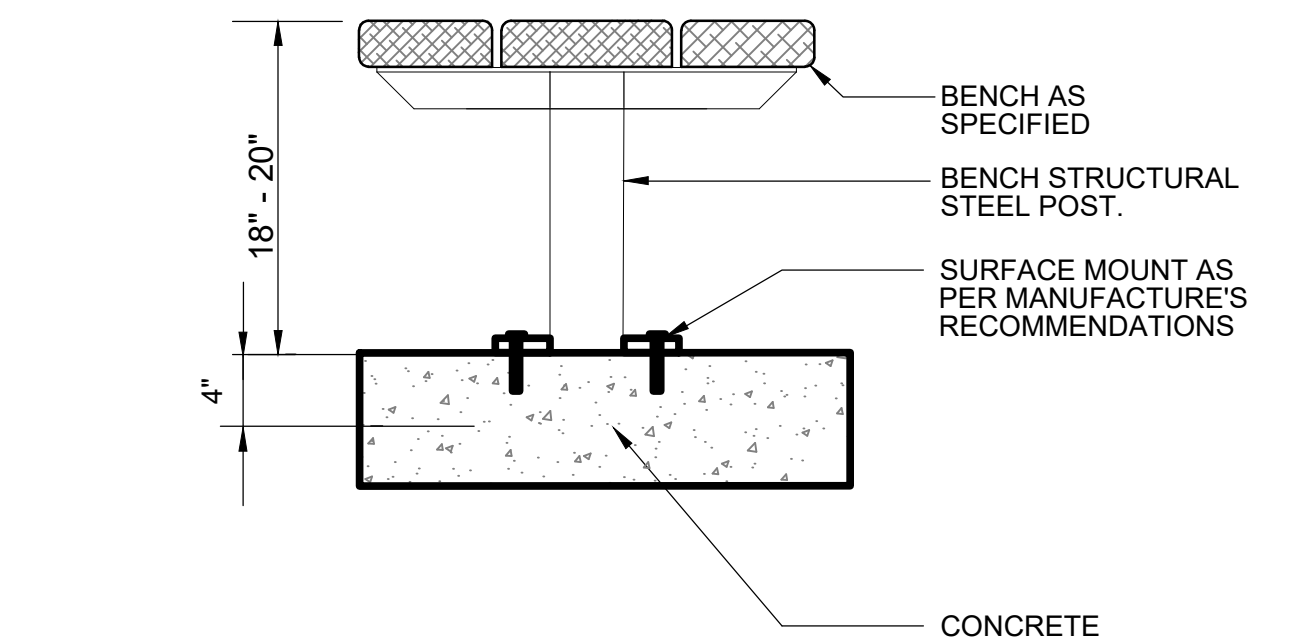
5 PLANTING BED PREP 1" = 1'-0" P-HECP-32



6 DECIDUOUS TREE PLANTING P-HECP-06



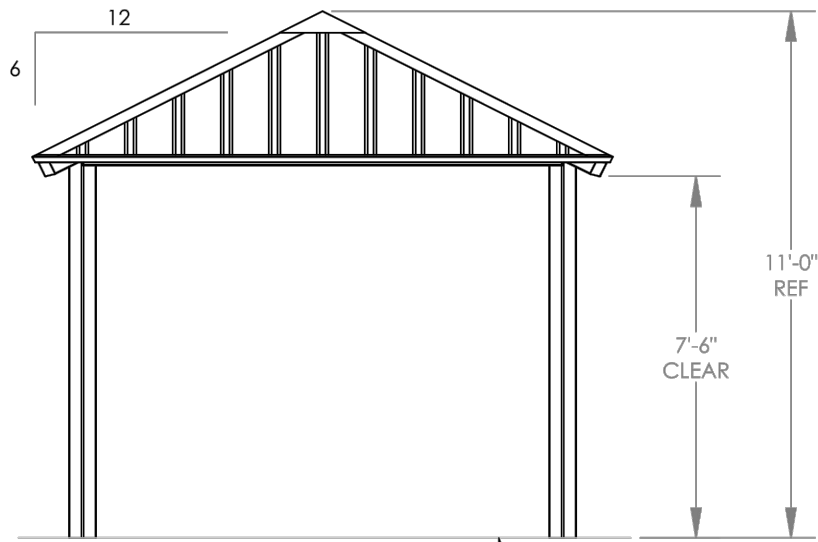
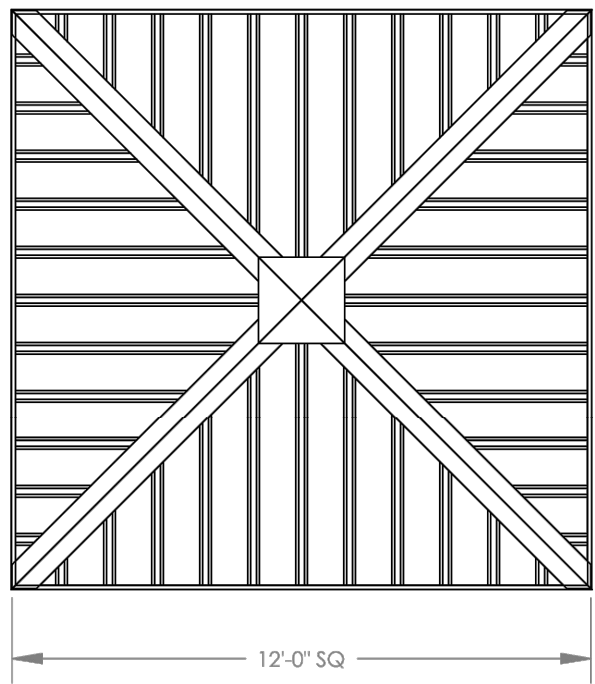
7 CONCRETE PLAYGROUND EDGING P-HECP-91



8 BENCH - SURFACE MOUNT INSTALL P-HECP-93

MARK	DATE	DESCRIPTION

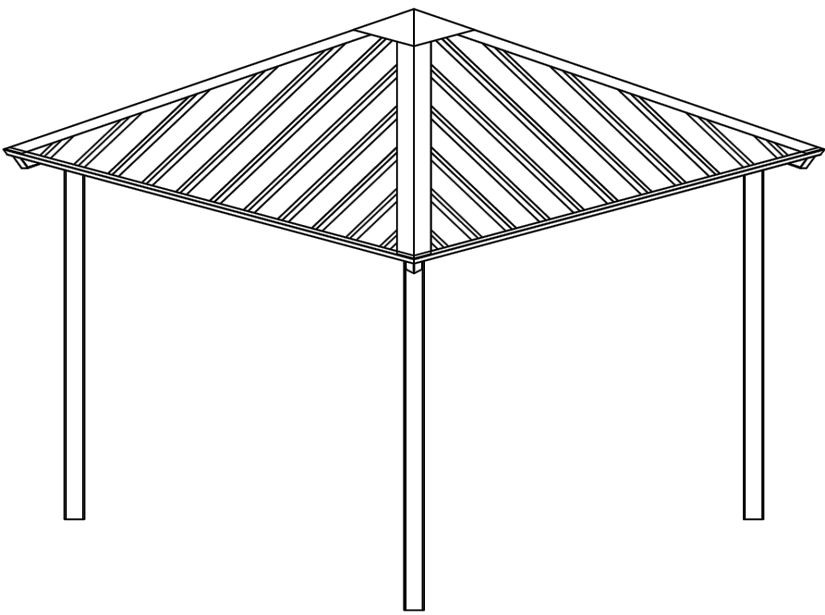
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CONTRACT #:
PROJECT #:
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FINISH GRADE,
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

GENERAL ROOF NOTES:

1. METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE POLIGON.COM FOR COLOR OPTIONS



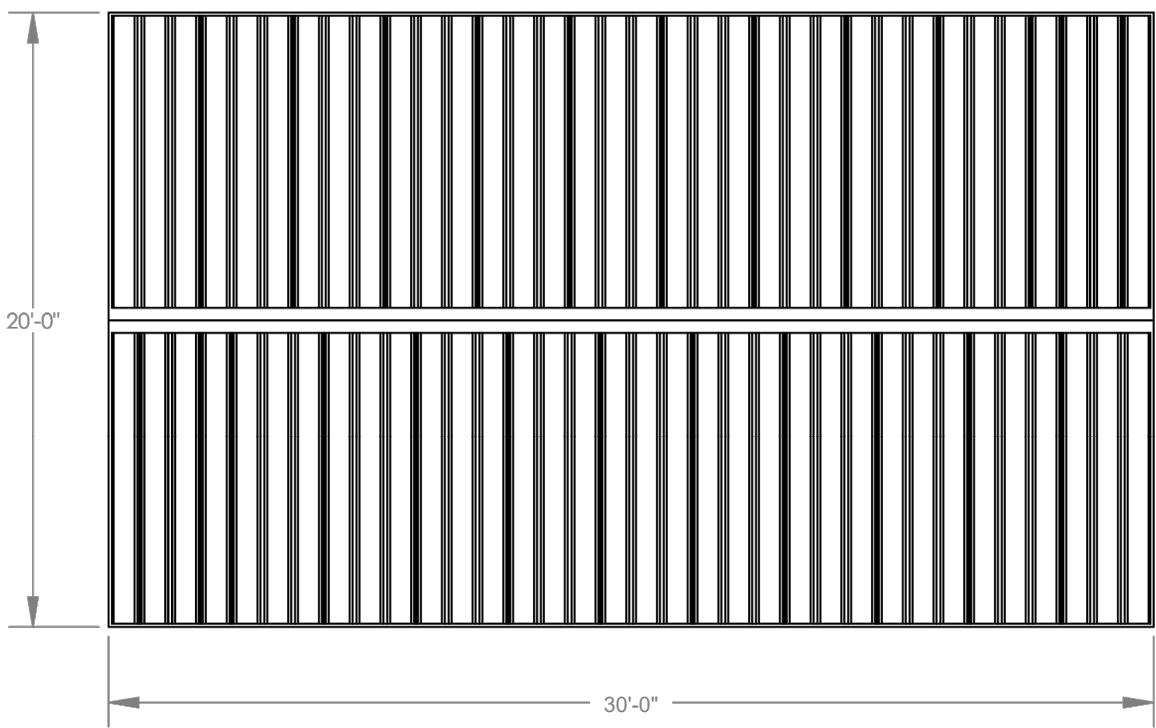
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USE FOR PRELIMINARY
PLANNING AND ESTIMATING
ONLY

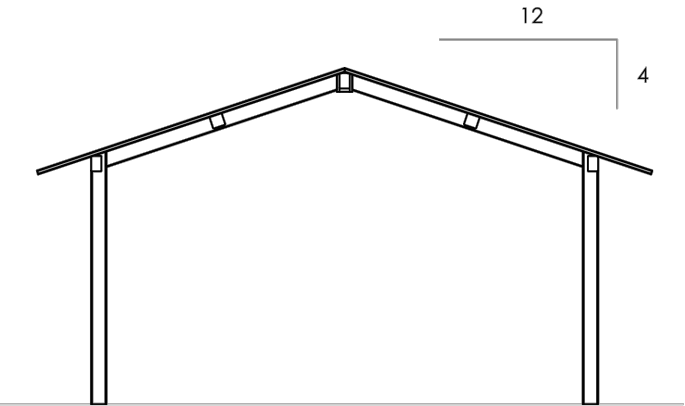
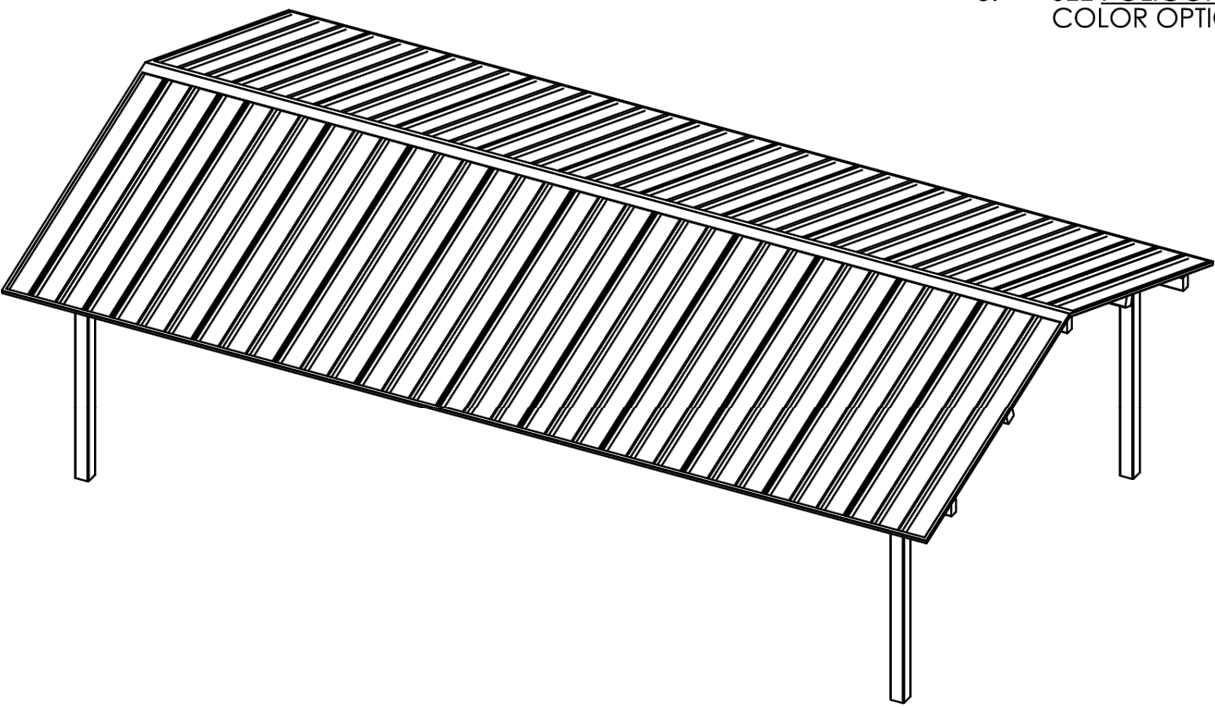
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poligon [©] by PORTERCORP		1
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2. TRIM COLOR MATCHES ROOF
3. SEE POLIGON.COM FOR COLOR OPTIONS



FINISH GRADE,
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.



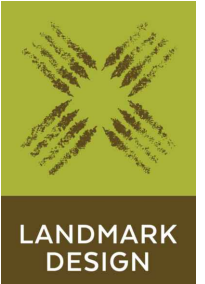
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USE FOR PRELIMINARY
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ONLY

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www.poligon.com		SHEET
poligon [©] by PORTERCORP		1
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9 SMALL PAVILION

10 LARGE PAVILION



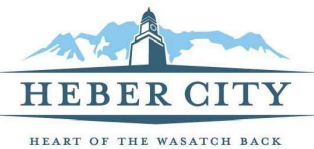
LANDSCAPE ARCHITECTURE
& PLANNING
Artisan Solar Gardens
850 South 400 West - Studio 104
Salt Lake City, Utah 84101
(801) 474-3300

HEBER CITY PARKS
COYOTE SPRINGS PARK

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:



HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

DESIGN
DEVELOPMENT

MARK	DATE	DESCRIPTION

PREPARER #: _____
CONTRACT #: _____
PROJECT #: _____
DRAWN BY: S. CASTILLO
CHECKED BY: S. TAYLOR
DATE: 5/22/2023
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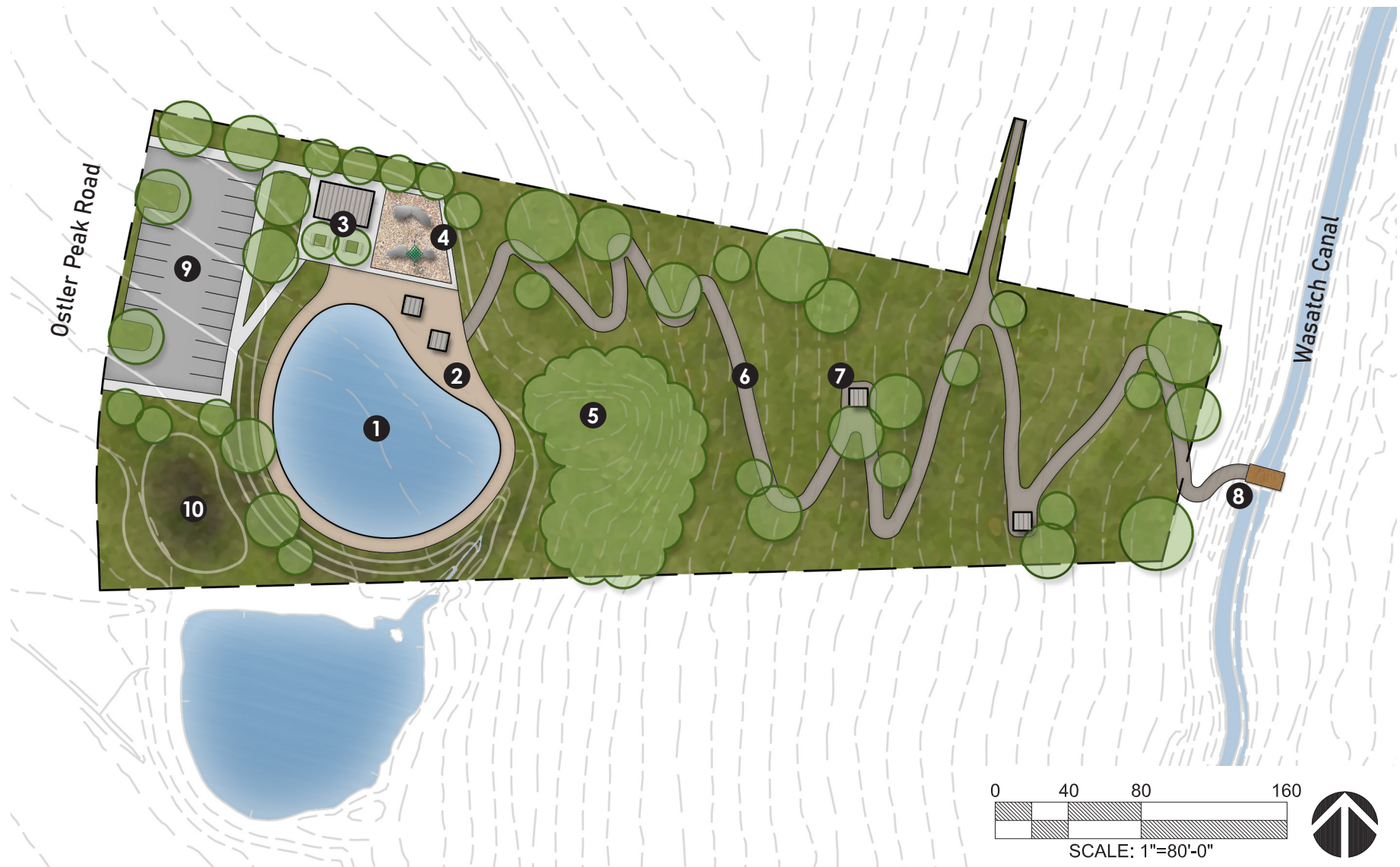
DETAILS

L-502

Sheet No:

COYOTE SPRINGS PARK

MASTER PLAN



LEGEND

- | | |
|---|--|
| 1 Fishing Pond | 6 Hillside Trail - Soft Surface, <8% Grade |
| 2 Shore Area | 7 Picnic Shelter (10' x 10') |
| 3 Plaza with Large Pavilion (30' x 20') | 8 Future Crossing to Canal Trail |
| 4 Natural Playground | 9 Parking Area (20 Stalls) |
| 5 Existing Spring | 10 Detention Area |

3-16-2023

EXAMPLE IMAGES



Fishing Pond



Natural Playground



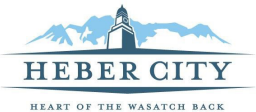
Large Pavilion



Hillside Trail

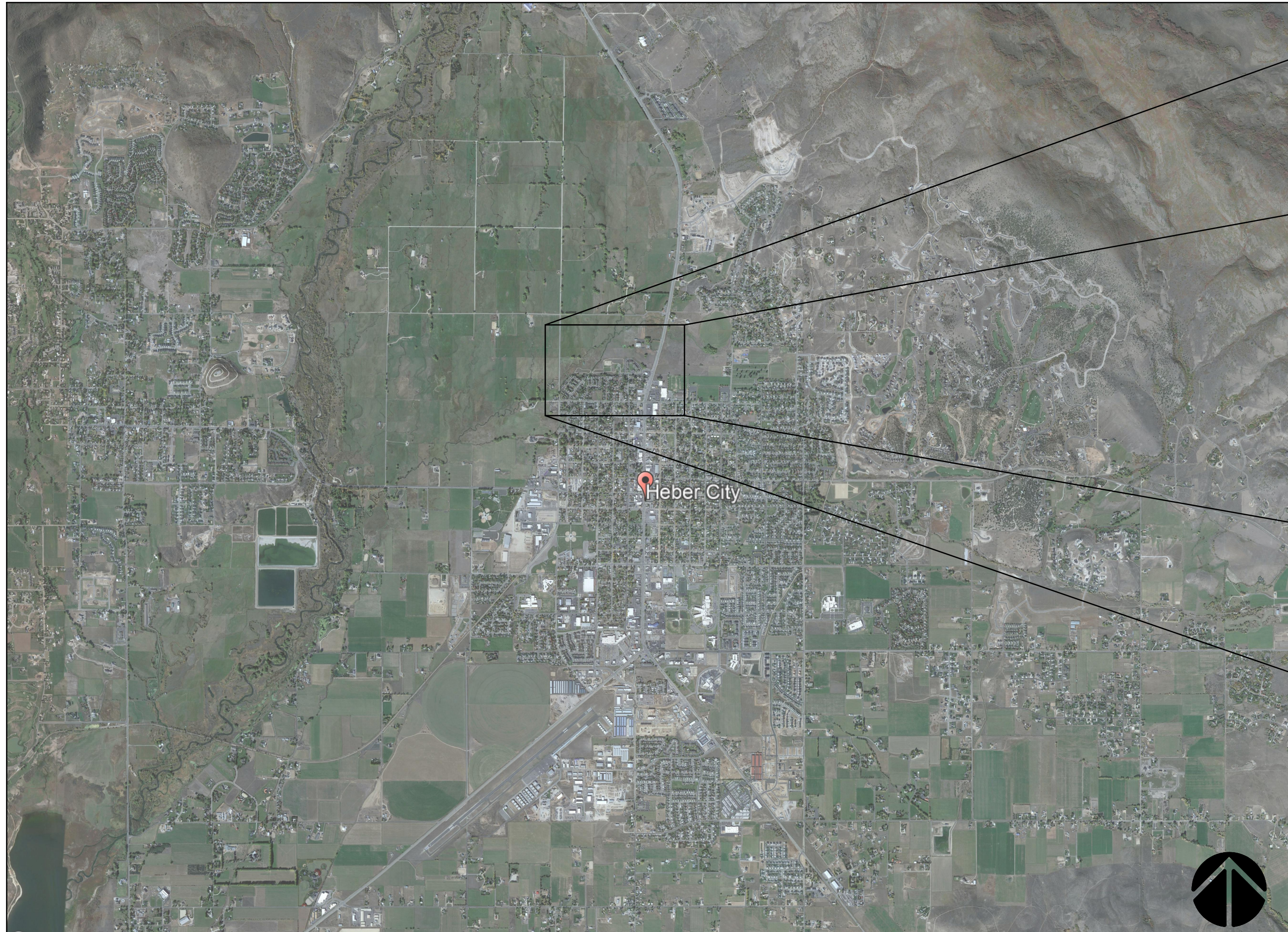
DESCRIPTION

Coyote Springs Park is an approximately 3-acre park within the Coyote Ridge neighborhood in the northern part of Heber. The site offers superb views of the Wasatch Mountains and valley below. A natural spring provides the source for a community fishing pond, with an adjacent shore area, pavilion and picnic shelters, natural playground, and parking area. The park provides a critical trail linkage between the Wasatch Canal trail to the east and the Highway 40 trail to the west, in addition to seating areas offering glimpses of the beautiful views.



MUIRFIELD PARK EXPANSION

HEBER CITY



VICINITY MAP

HEBER, UTAH 84032
WASATCH COUNTY

CONTACTS

HEBER CITY
MAYOR

HEIDI FRANCO

PLANNING DIRECTOR

ANTHONY KOHLER

PARKS & CEMETERY
DIRECTOR

MARK ROUNDS

DESIGN CONSULTANTS

PROJECT MANAGER
LANDSCAPE ARCHITECT
LANDMARK DESIGN

SAM TAYLOR
HUGH HOLT
801.474.3300



PROJECT LOCATION MAP

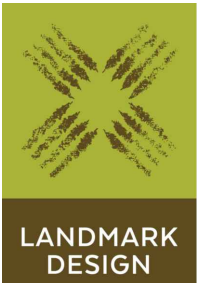
650 N 200 W
HEBER, UTAH 84337

DRAWING INDEX

L-000	COVER AND DRAWING INDEX
L-101	MATERIALS PLAN
L-102	CONCEPT PLANTING PLAN
L-501	DETAILS

DISCLAIMER

The design indicates relationships based data obtained from other parties and field observations by Landmark Design, Inc. to meet the requirements of this project. The subsequent accuracy of this document while considered reliable is not warranted or guaranteed. Utility information is not all inclusive and the contractor must locate utilities as required. Although this document is intended for use during construction, the actual conditions encountered on site may require the modification of information contained herein. Extents and notations of existing elements are approximate and intended for reference only.



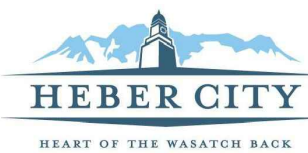
LANDSCAPE ARCHITECTURE
& PLANNING
Ariqpaq Solar Gardens
850 South 400 West - Studio 104
Salt Lake City, Utah 84101
(801) 474-3300

HEBER CITY PARKS
MUIRFIELD PARK EXPANSION

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:



HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

DESIGN DEVELOPMENT

MARK	DATE	DESCRIPTION

PREPARER #:
CONTRACT #:
PROJECT #:
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CHECKED BY: S. TAYLOR
DATE: 5/22/2023
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COVER SHEET

L-000

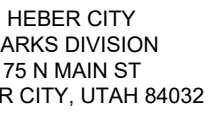
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PROFESSIONAL SEAL:

FOR CONSTRUCTION

PROJECT OWNER:

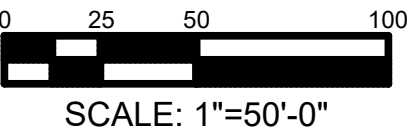


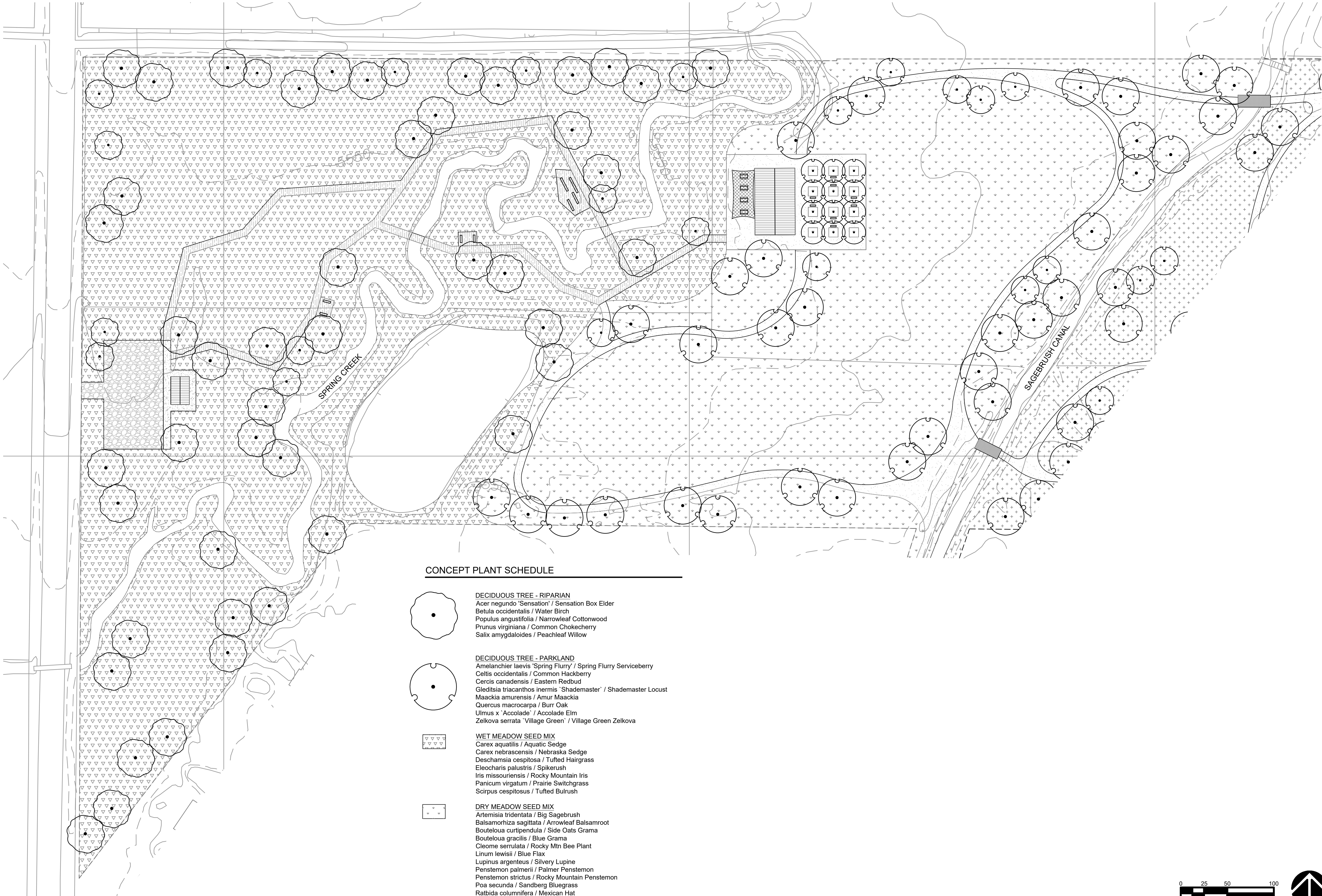
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REPARER #:
 CONTRACT #:
 PROJECT #:
 DRAWN BY: S. CASTILLO
 CHECKED BY: S. TAYLOR
 DATE: 5/22/2021
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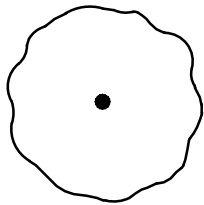
L-101

Sheet No:

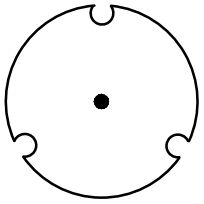




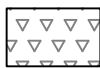
CONCEPT PLANT SCHEDULE



DECIDUOUS TREE - RIPARIAN
Acer negundo 'Sensation' / Sensation Box Elder
Betula occidentalis / Water Birch
Populus angustifolia / Narrowleaf Cottonwood
Prunus virginiana / Common Chokecherry
Salix amygdaloides / Peachleaf Willow



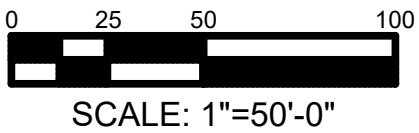
DECIDUOUS TREE - PARKLAND
Amelanchier laevis 'Spring Flurry' / Spring Flurry Serviceberry
Celtis occidentalis / Common Hackberry
Cercis canadensis / Eastern Redbud
Gleditsia triacanthos inermis 'Shademaster' / Shademaster Locust
Maackia amurensis / Amur Maackia
Quercus macrocarpa / Burr Oak
Ulmus x 'Acolade' / Acolade Elm
Zelkova serrata 'Village Green' / Village Green Zelkova



WET MEADOW SEED MIX
Carex aquatilis / Aquatic Sedge
Carex nebrascensis / Nebraska Sedge
Deschampsia cespitosa / Tufted Hairgrass
Eleocharis palustris / Spikerush
Iris missouriensis / Rocky Mountain Iris
Panicum virgatum / Prairie Switchgrass
Scirpus cespitosus / Tufted Bulrush



DRY MEADOW SEED MIX
Artemisia tridentata / Big Sagebrush
Balsamorhiza sagittata / Arrowleaf Balsamroot
Bouteloua curtipendula / Side Oats Grama
Bouteloua gracilis / Blue Grama
Cleome serrulata / Rocky Mtn Bee Plant
Linum lewisii / Blue Flax
Lupinus argenteus / Silvery Lupine
Penstemon palmeri / Palmer Penstemon
Penstemon strictus / Rocky Mountain Penstemon
Poa secunda / Sandberg Bluegrass
Ratbida columnifera / Mexican Hat



LANDSCAPE ARCHITECTURE
& PLANNING
Antigua Solar Gardens
850 South 400 West - Studio 104
Salt Lake City, Utah 84101
(801) 474-3300

HEBER CITY PARKS
MUIRFIELD PARK EXPANSION

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:



HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

**DESIGN
DEVELOPMENT**

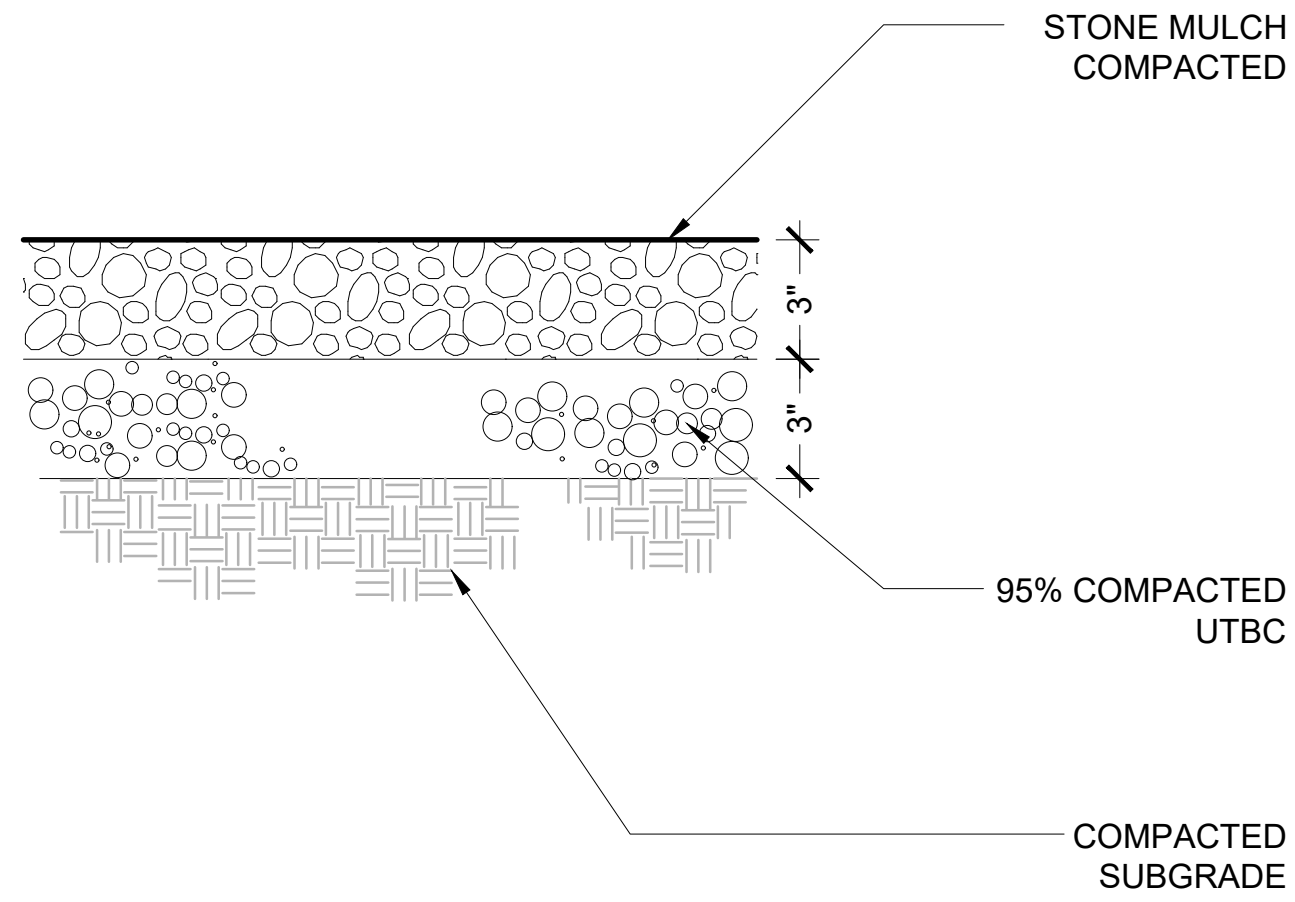
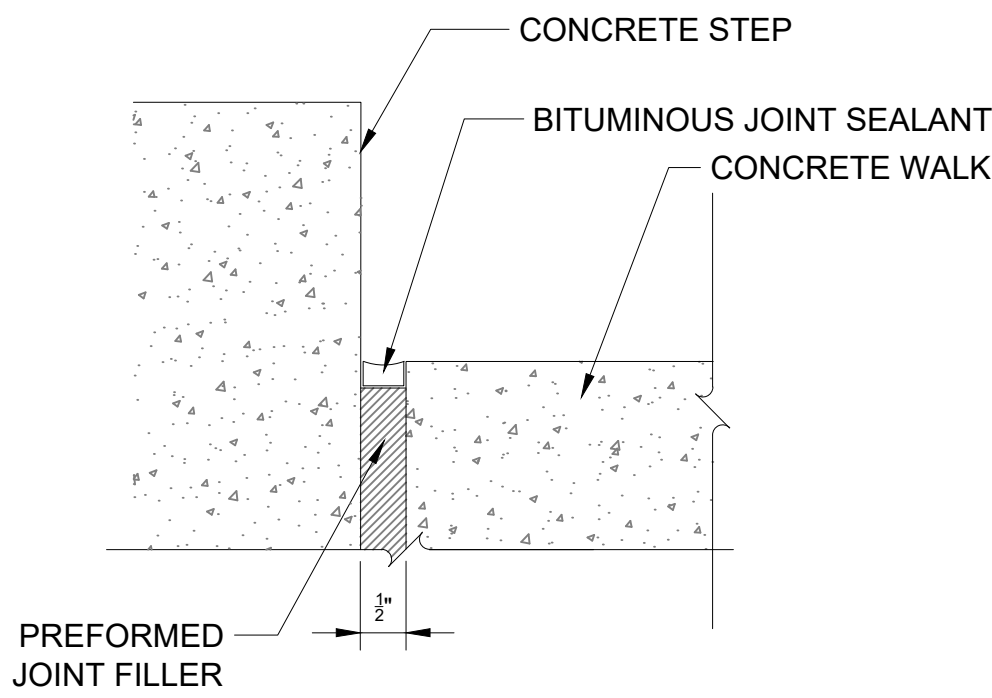
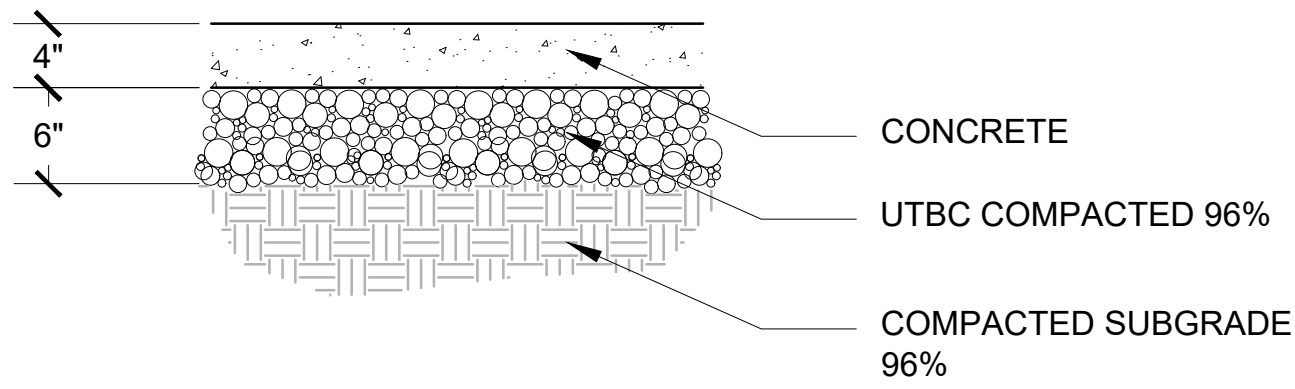
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**CONCEPT
PLANTING
PLAN**

L-102

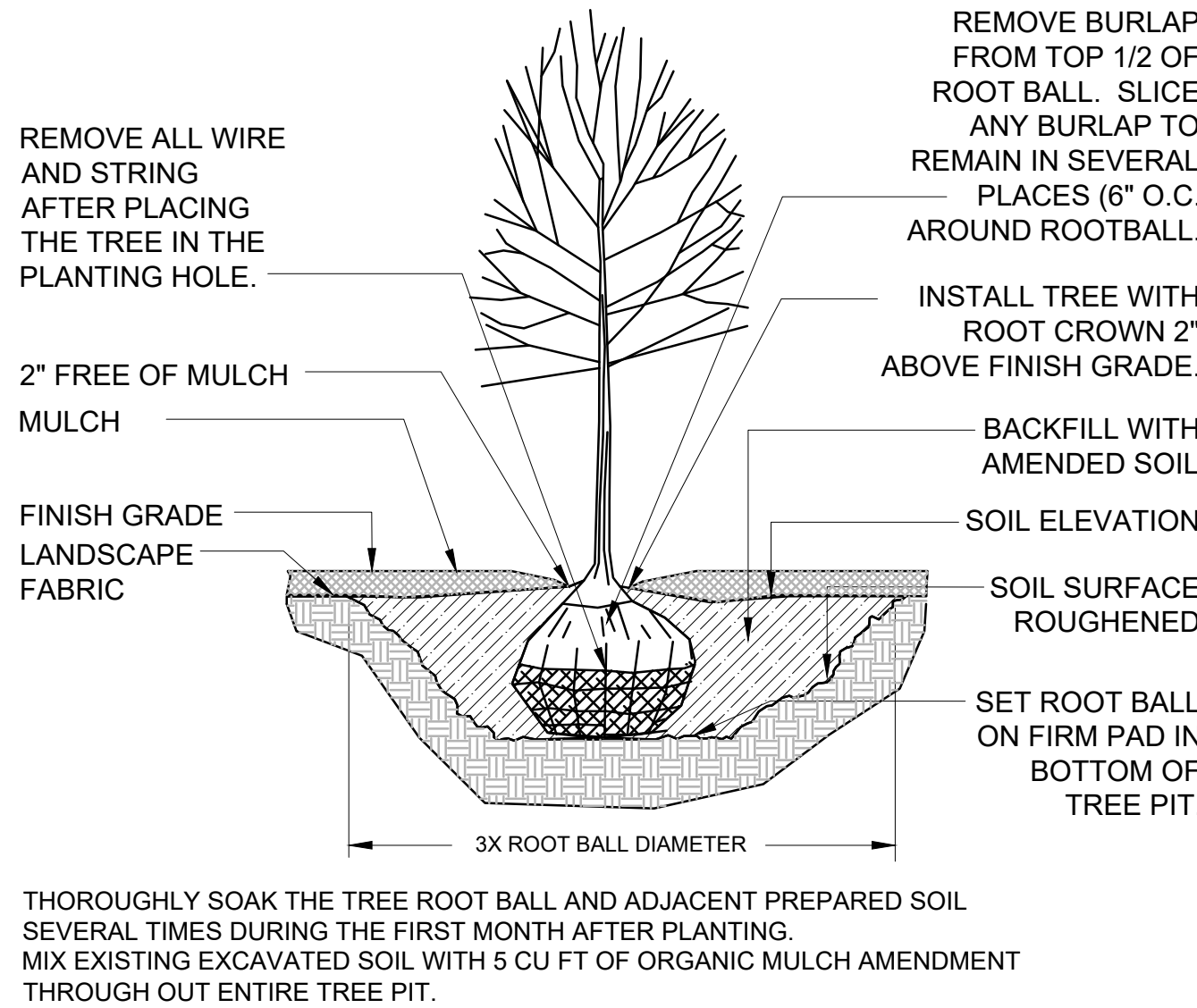
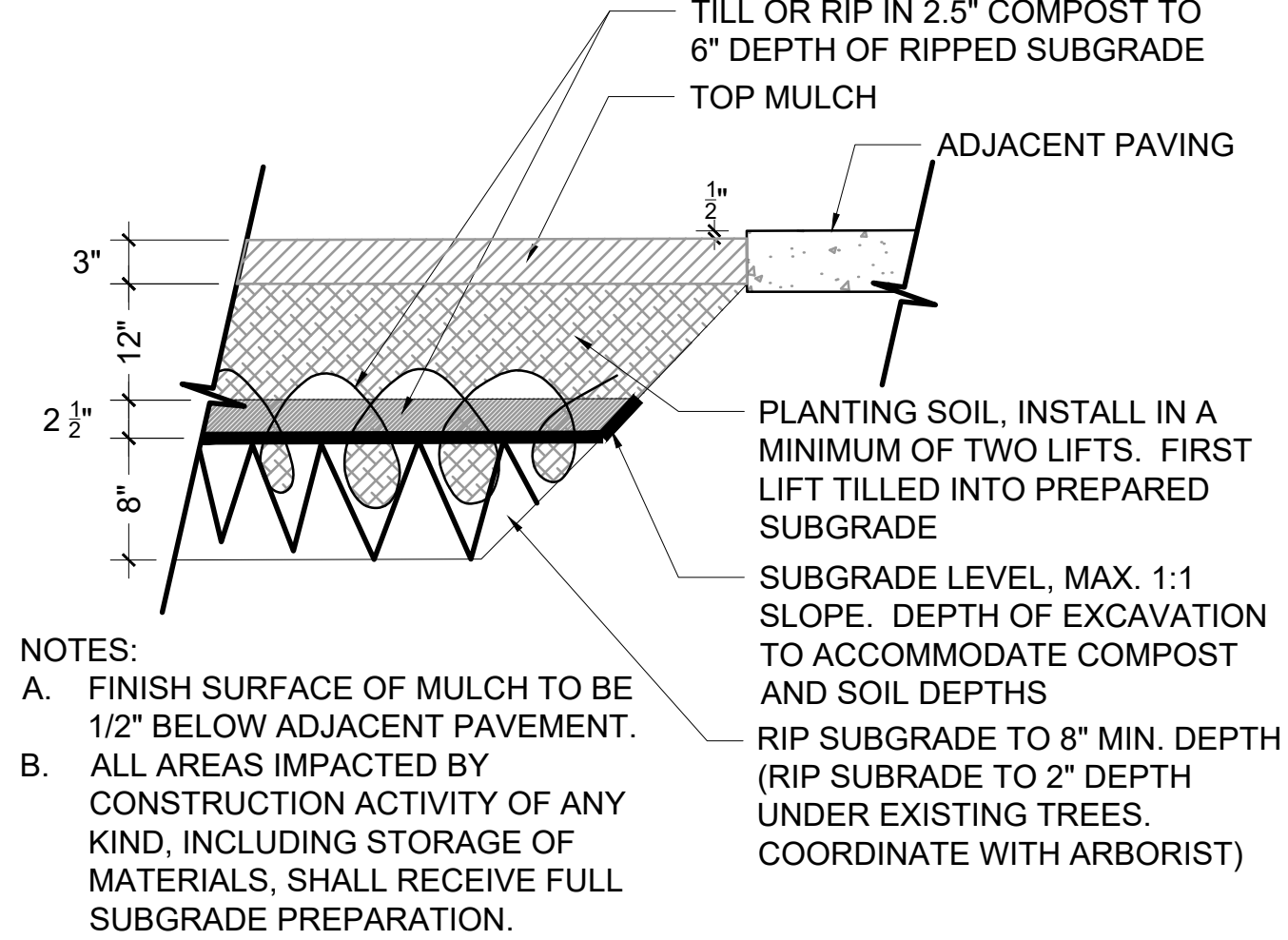
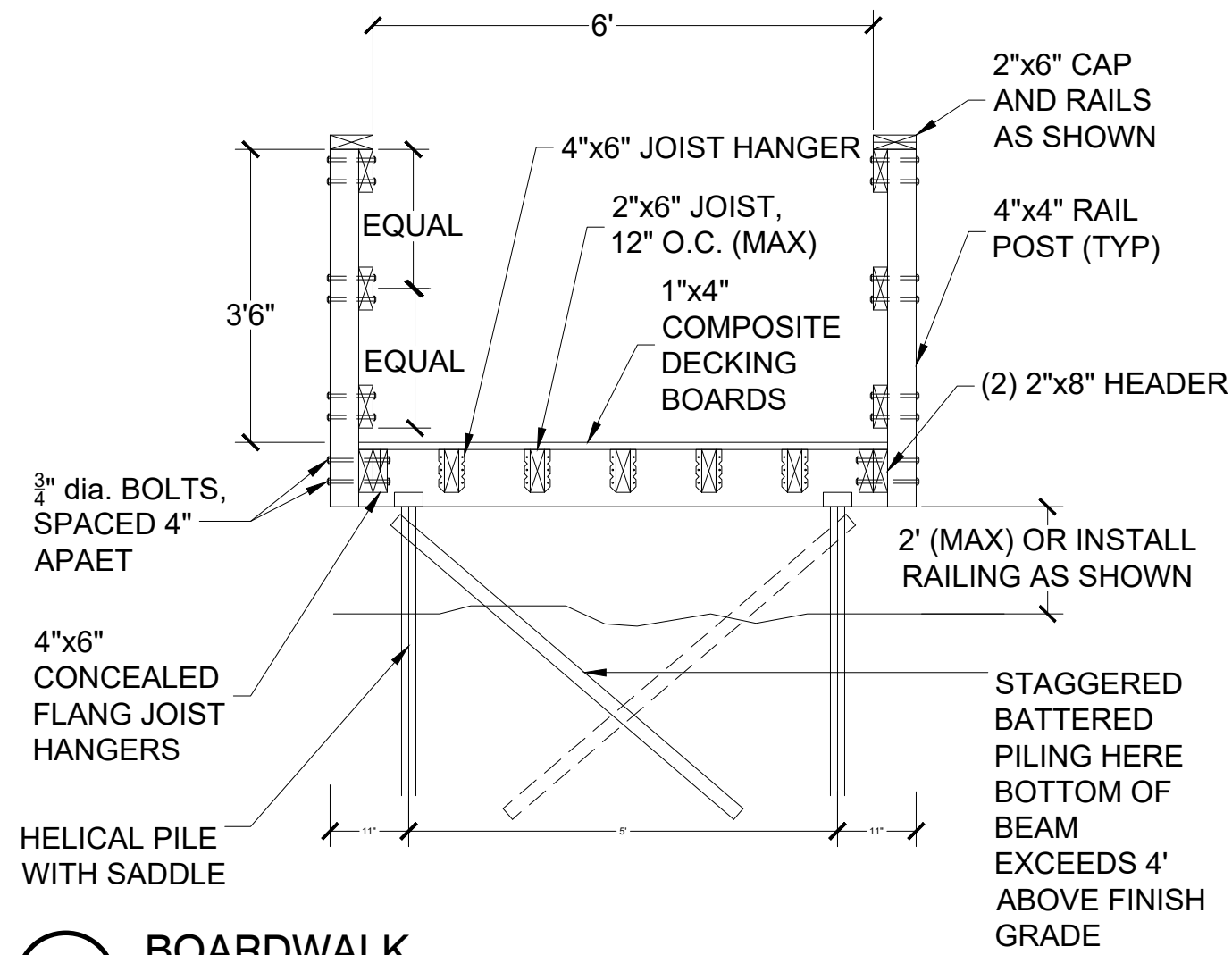
Sheet No:



1 CONCRETE SIDEWALK P-MUPH-00

2 CONCRETE EXPANSION JOINT P-MUPH-01

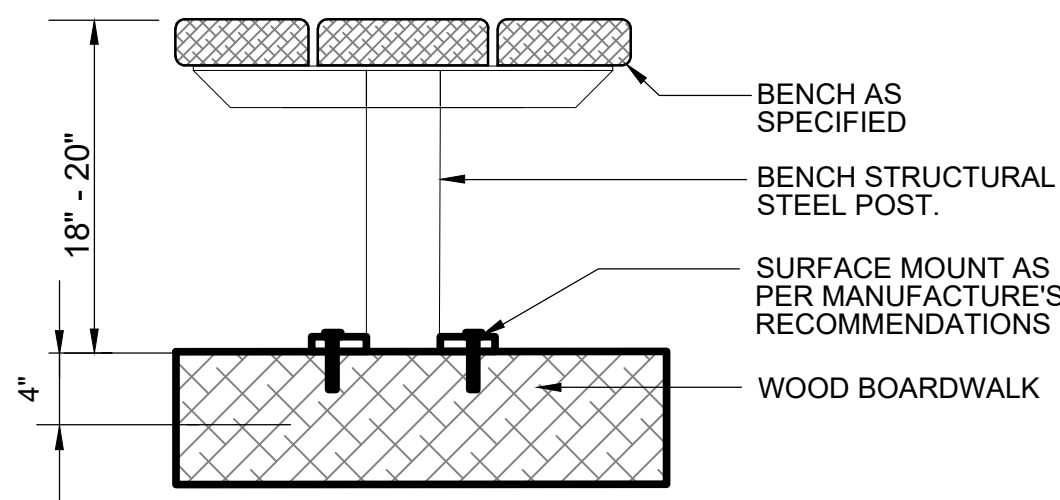
3 COMPACTED CRUSHED STONE MULCH P-MUPH-88



4 BOARDWALK P-MUPH-90

5 PLANTING BED PREP P-MUPH-32

6 DECIDUOUS TREE PLANTING P-MUPH-06



7 BENCH - SURFACE MOUNT INSTALL P-MUPH-93

MARK	DATE	DESCRIPTION

PREPARER #: _____
CONTRACT #: _____
PROJECT #: _____
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MUIRFIELD PARK EXPANSION

PREFERRED CONCEPT



LEGEND

- | | |
|-------------------------------------|----------------------------------|
| 1 Pavilion w/ Adjacent Seating Area | 5 Enhanced Natural Meadow |
| 2 Bosque w/Soft Surface Plaza | 6 Restroom and/or Small Pavilion |
| 3 Boardwalk with Seating Areas | 7 Existing Wetland Area |
| 4 Creek Overlook Seating | 8 Walking Trail |

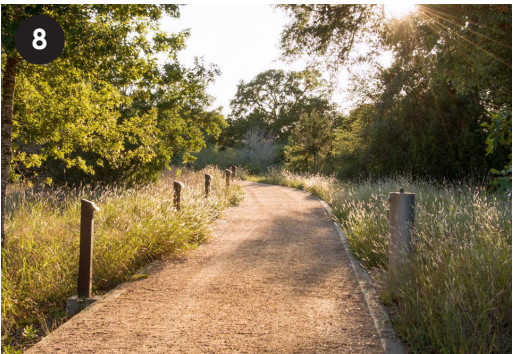
EXAMPLE IMAGES



Boardwalk - Wet Meadow



Creek Overlook



Soft Surface Trail - Dry Meadow



Bosque w/ Soft Surface Plaza

DESCRIPTION

The Muirfield Park Expansion offers unique access to the natural features surrounding Spring Creek. This open space area features a series of boardwalks and walking trails for visitors to stroll the site and take in the beauty of the North Fields landscape. At the north of the site, an existing tractor shed is repurposed as a pavilion, with adjacent shaded seating areas. On the west end of the site, a small restroom and shelter offer amenities for the trailhead parking area.

Monthly Development Report

AUG 23' – PLANNING DEP.

New Applications

Concept – 0

Site Plan/Amendments – 5

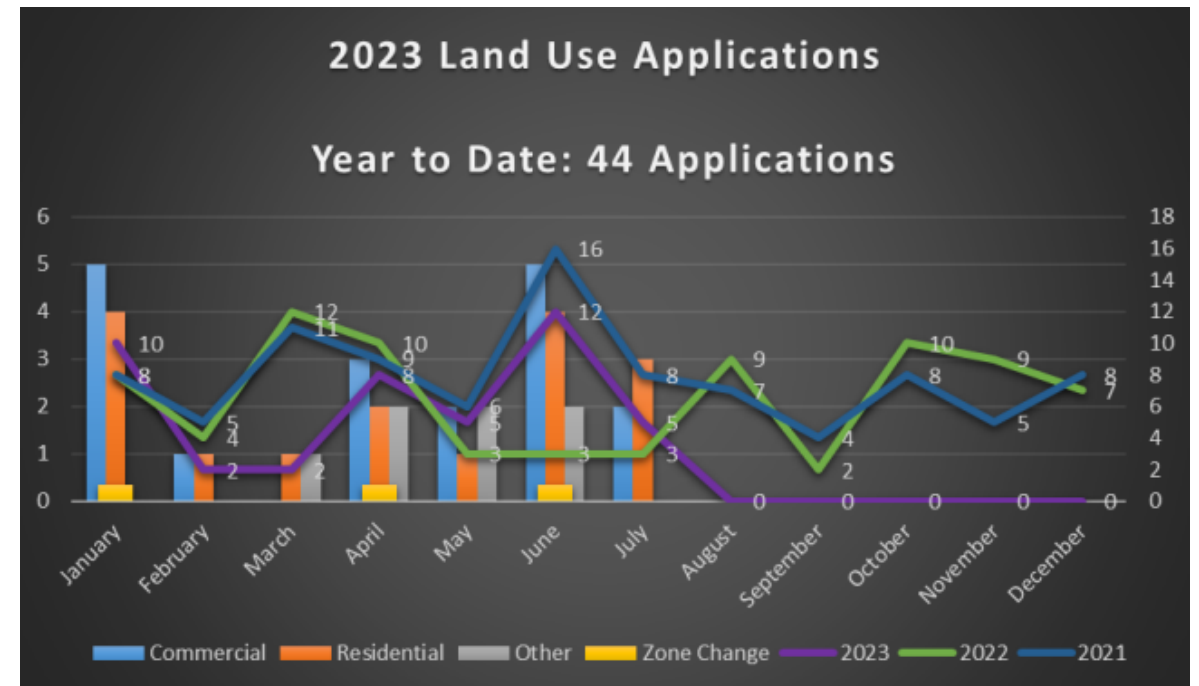
Subdivision Concept – 0

Preliminary Plat – 1

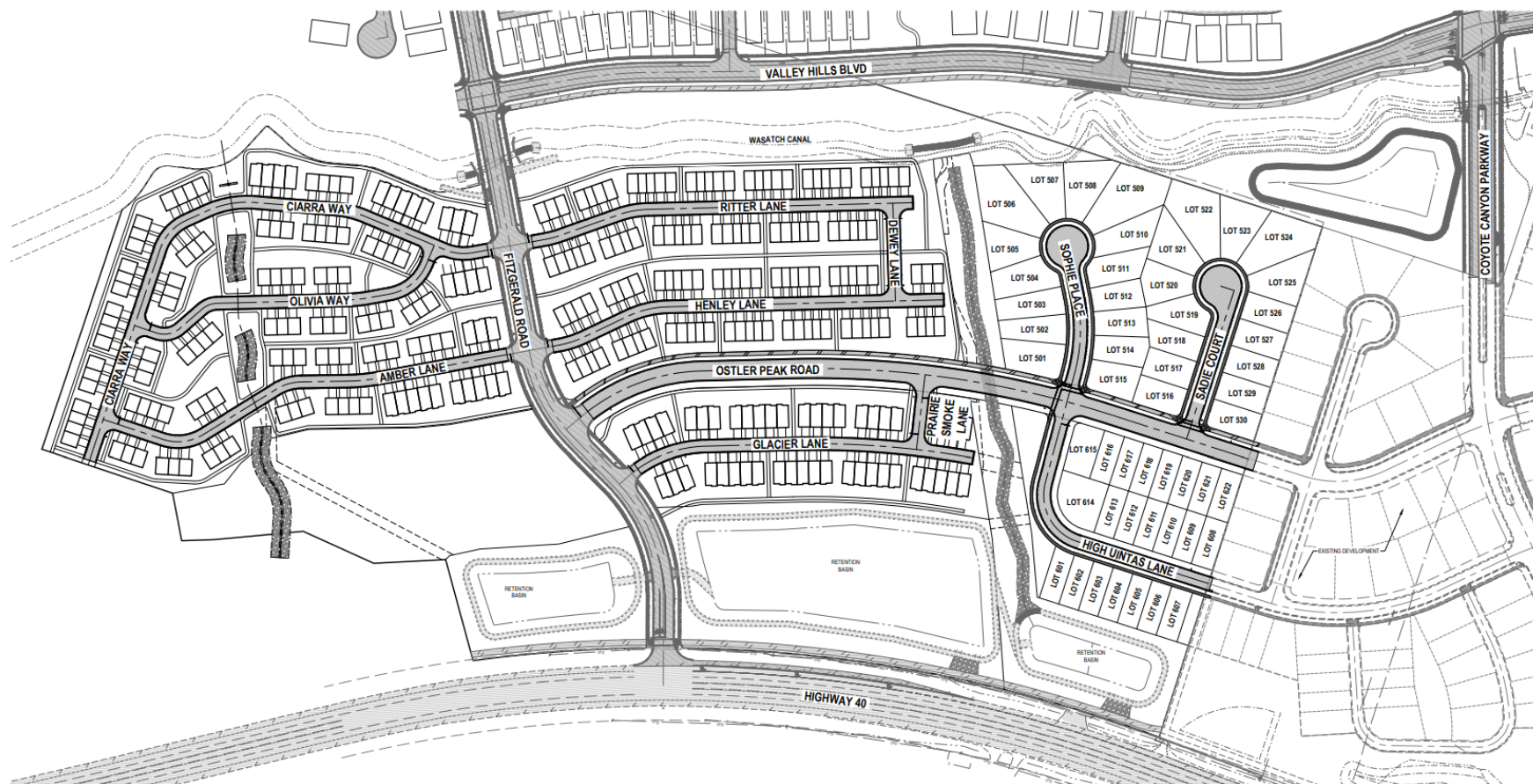
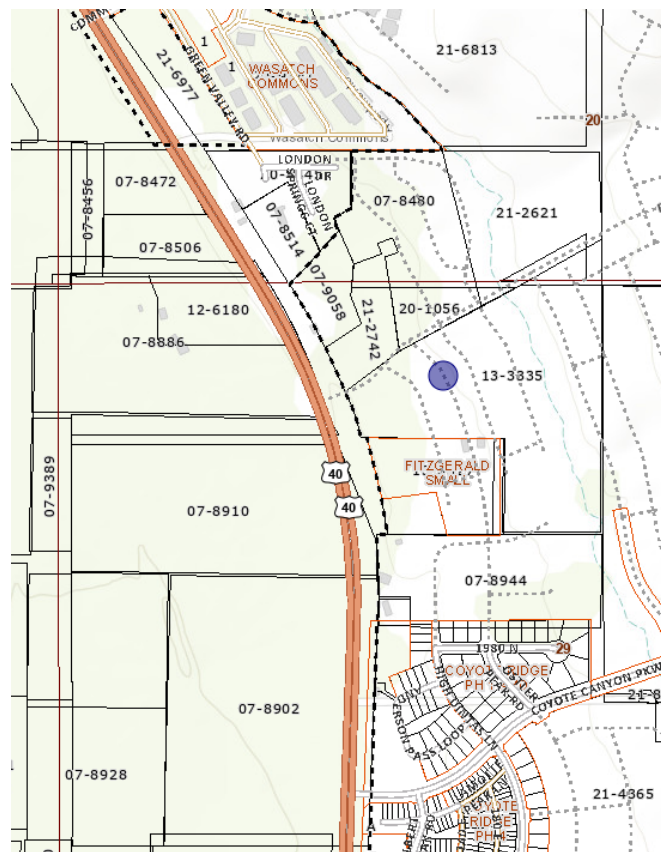
Final Plat – 5

Zone Change/MDA – 1

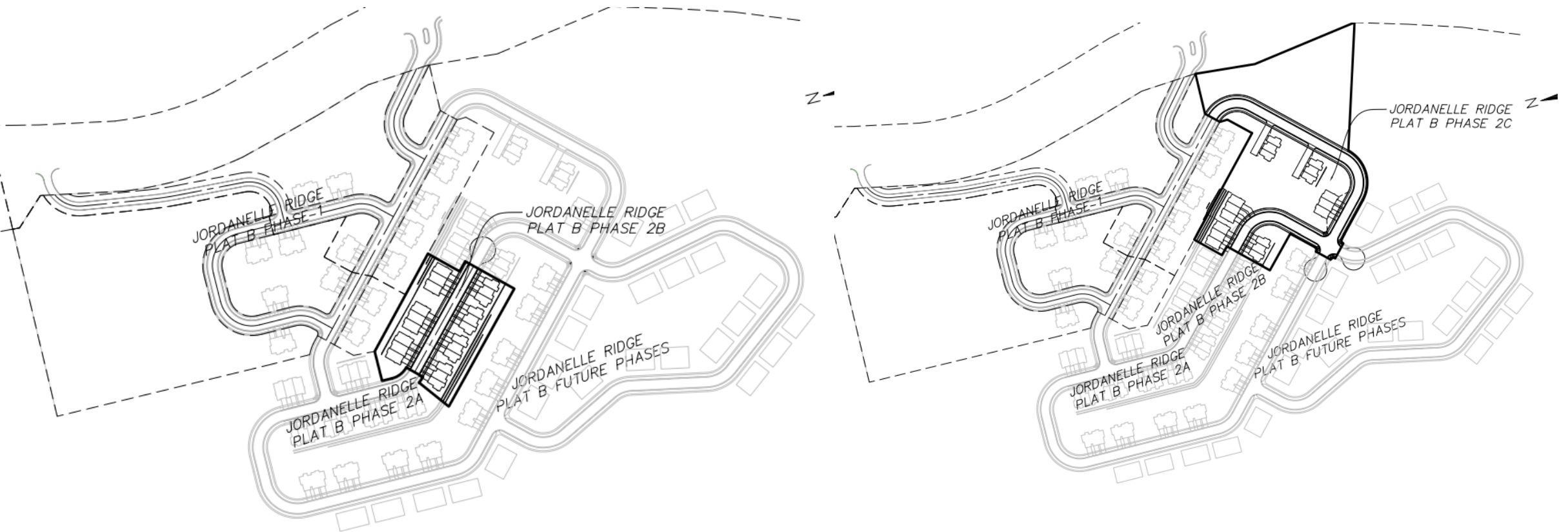
Other (Plat Amendments, Lot Line Adjustments, etc.) – 5



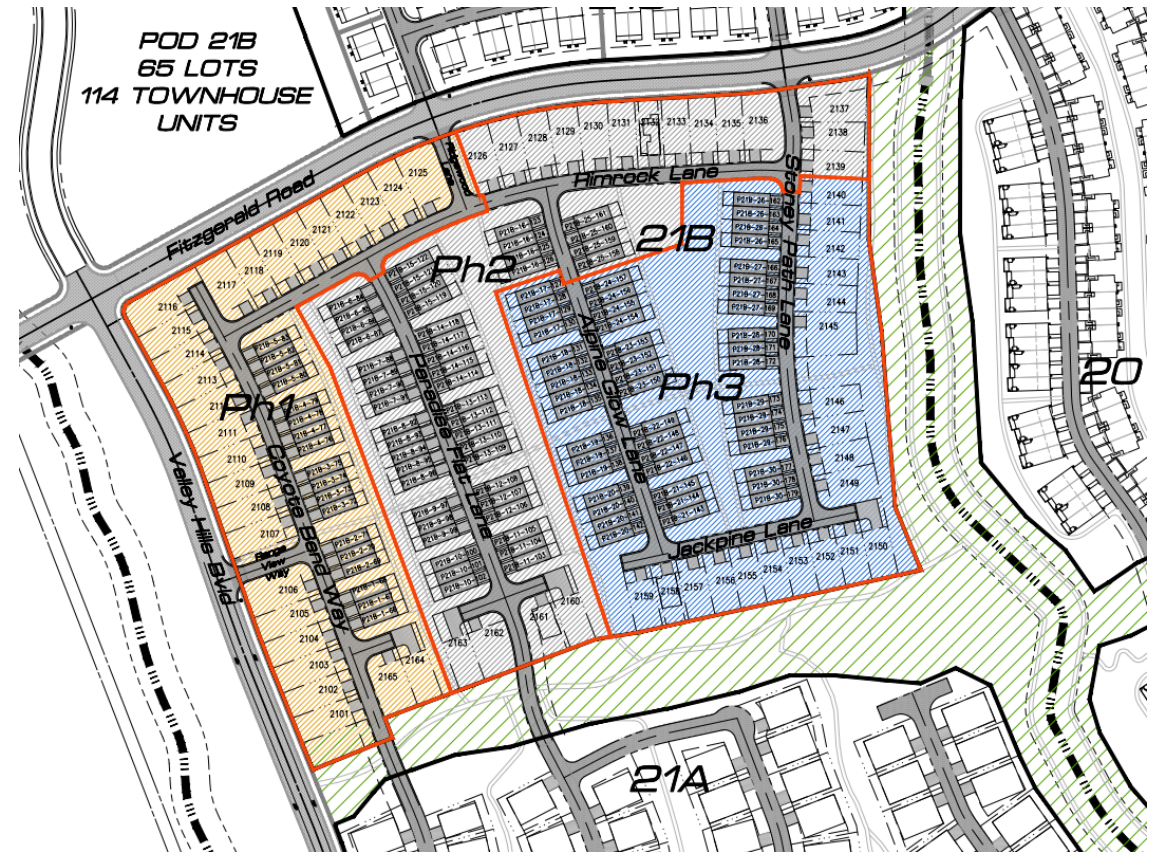
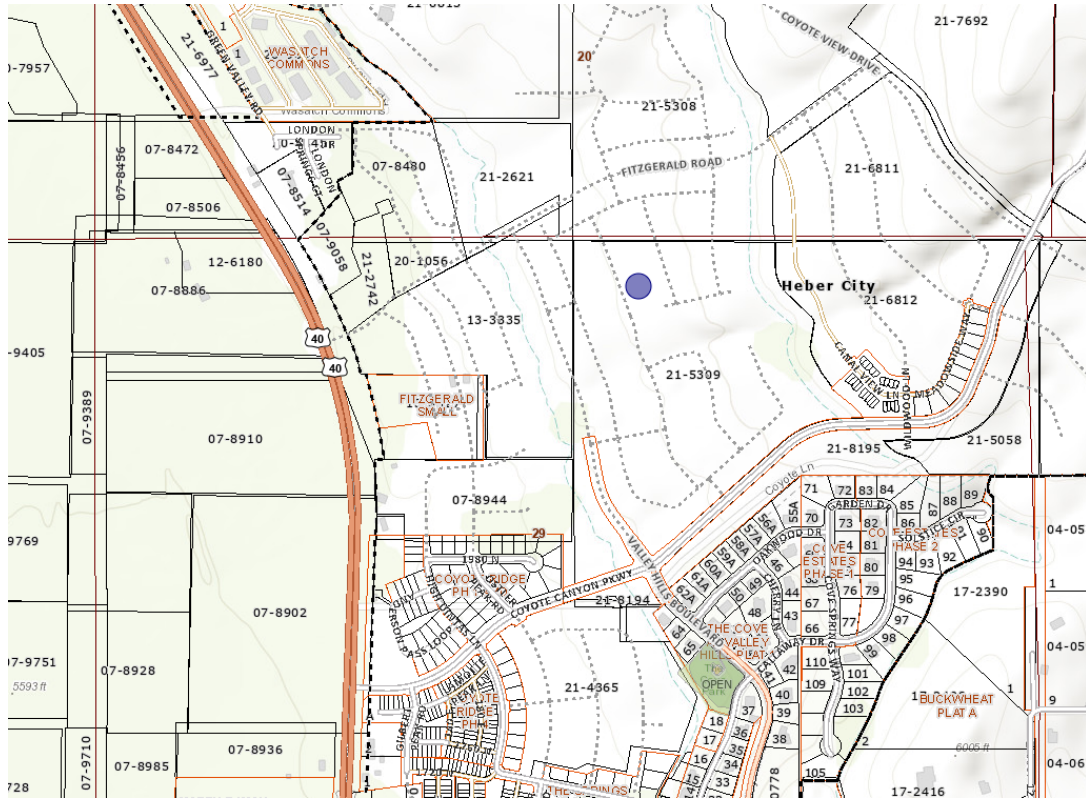
Preliminary Plat – JR V2 Fitzgerald



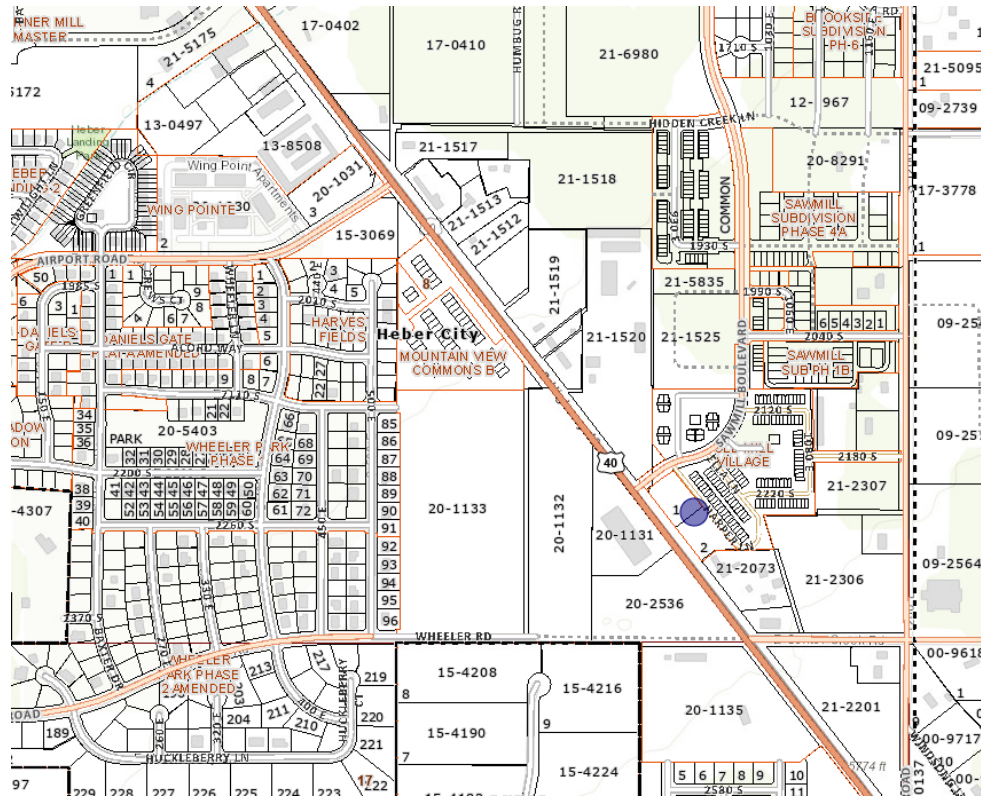
Final – Jordanelle Ridge Plat B 2B and 2C



Final – Jordanelle Ridge V2 21B Phase 2 and 3



Site Plan – Old Mill Village



Building Material Percentages:

Front:

Stone: 20%
Stucco: 25%
Siding: 55%

Sides:

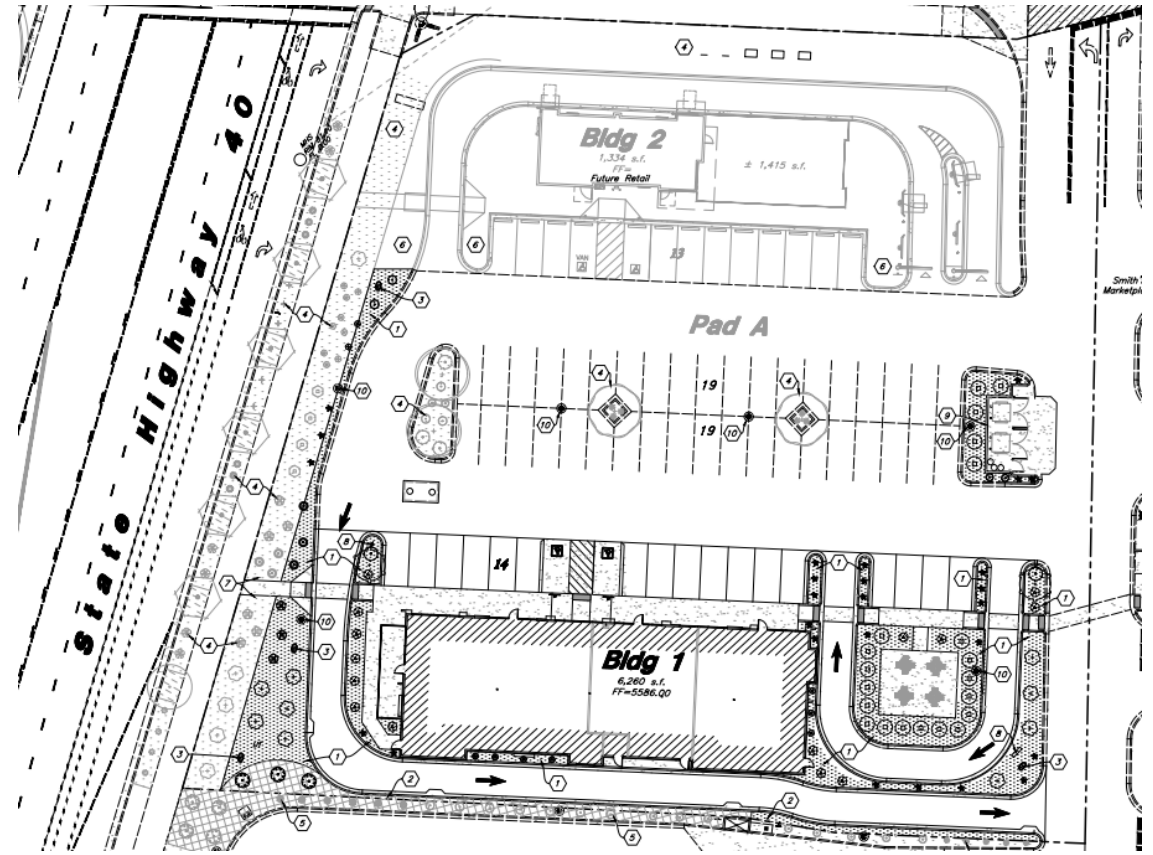
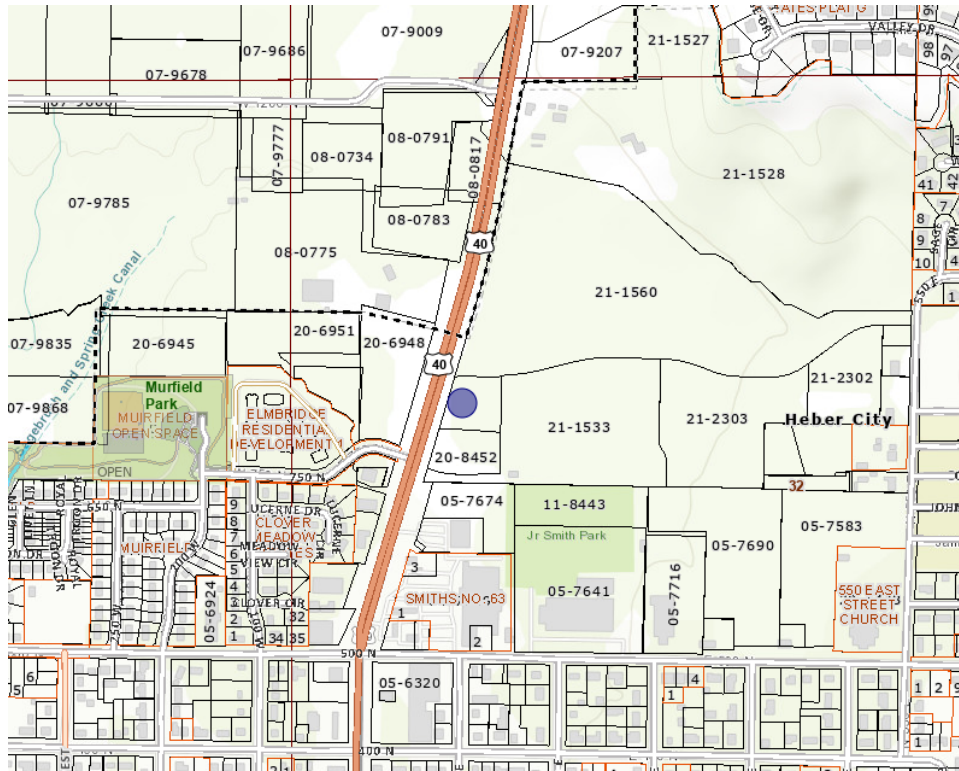
Stone: 14%
Stucco: 32%
Siding: 54%

Rear:

Stone: 11%
Stucco: 24%
Siding: 65%



Site Plan – New London South





SOUTHEAST ELEVATION



NORTHEAST ELEVATION



SOUTHWEST ELEVATION



NORTHWEST ELEVATION

Other Applications

- Smith's Minor Site Plan Amendment
- Black Rifle Minor Site Plan Amendment
- Schoolhouse Academy Plat Amendment
- Spring Gardens Parking Expansion
- New London South Small Subdivision
- Hendershot CUP
- Emmett ADA Reasonable Accommodation
- Sulser Lot Variance
- North Village View MDA Amendment
- Amateur Farms – Springs at Coyote Ridge Barn

Planning Commission Meetings

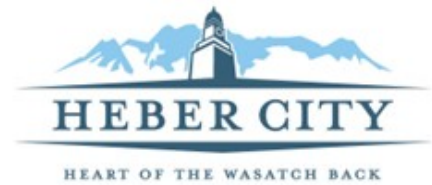
- 6/13
 - Hicken Field House Public Hearing
 - Envision Central Heber Public Hearing
 - Jordanelle Ride V2 Club House
- 6/27 – Canceled
- 7/11
 - Public Hearings
 - 18.08 Definitions
 - 18.04 General Provisions, 18.12 Administration, 18.16 Zones Generally, Repeal 2.38 and 2.48
 - Standard Drawings and Specs
 - Loft on 6th Site Plan
 - Preliminary: Sawmill 8 and 9
 - Celebration Workforce Housing Discussion
- 7/25
 - Wasatch School Site Plan
 - Hendershot CUP

Discussion

& Next Steps



Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Ordinance 2023-29; Creation of an Advisory Arts Committee
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Administrative and Council Priority

SUMMARY

In March 2023, City Staff gave a presentation of the TAP Tax, and outlined a process by which an advisory TAP Tax Committee could be designated, with structure, policies, and procedures.

This presentation is a request for authorization for the establishment of an Arts' Advisory Committee to assist the City Council and staff in the distribution of an annual portion of the TAP Tax, an explanation of a proposed plan for processing the TAP Tax monies over the next two to three years, and the framework by which two potential committees would participate and assist in this process.

RECOMMENDATION

Council approve designating the POSTT Committee, and an Advisory Arts Committee, as the two committees to assist City Staff and the City Council in allocating a portion of the TAP Tax, and authorize the Mayor to appoint the newly anticipated Advisory Arts' Committee, and authorize staff, under the City Manager's direction to implement the process, and the Committees' structures and roles.

BACKGROUND

The State Tax Commission estimates that last year, (2022) Heber City's TAP Tax would have been \$351,448.00 HC. The analysis was prepared based on historical distributions and uses assumptions, to calculate taxable sales for the TAP Tax. (*It is not intended to be a forecast of future distributions, Utah Tax Commission*).

Given these numbers, Heber City's monthly TAP Tax for 2022 could have been between \$25,691.00 and \$34,595.00, averaging \$29,287.00.

The State analyzed several other cities' data. The taxable sales average for those cities is around 6%. However, Heber City's ratio has been higher, at about 10%.

Most cities and towns that receive RAP Tax revenues, (Heber City uses the acronym TAP Tax), allocate the tax between projects into two major categories- cultural and arts, and recreational. These cities use a committee(s) to help identify groups and projects, and offer recommendations to the City Council.

These project recommendations are usually divided between:

- Suggestions from third-party entities,
- Suggestions from the public, and
- Suggestions from city staff.

In all models, the City Council makes the final decision.

DISCUSSION

Recommendation for the Heber City TAP TAX Projects and TAP Tax Allocation Schedule and Committee.

Staff recommends the following three-year plan for projects and structure.

Initial Use of TAP Tax Monies.

1. **First Year (2023-24):** For the first year, the majority of TAP Tax monies would be earmarked and expended on current, partially funded, or anticipated to be funded City Specific projects. Up to ten percent (10%) of the TAP Tax would be available for privately solicited projects, with recommendations from the Arts Advisory Committee, with final approval by the City Council through the budget process.

City-Specific Project Recommendations.

a. **First Year (2022-23):** It is anticipated that the first year could generate up to \$350,000.00 in TAP Tax. The following projects have been identified as priority items:

i. Water Feature at the Tabernacle, with an estimated \$100,000.00 contribution from TAP Tax monies.

ii. Mid Art Work for four round-a-bouts; located at 550 East, Center Street, Mill Road and Daniel Road, with an estimated \$50,000.00 contribution to each, (\$200,000.00 total) from TAP Tax monies.

2. **Second Year (2023-24):** Second Year (2023-24): It is anticipated that the second year could generate up to \$600,000.00 in TAP Tax. The second-year projects would consist of parks, identified

in the budget workshop as follows:

- i. Main Street Park;
- ii. Muirfield Parks;
- iii. Coyote Springs;
- iv. The Vista Sports Court (High school area) and
- v. Water Feature at the Tabernacle.

3. **Year (2024-25):** For year 2024-25 up to ten percent (10%) of the TAP Tax would be available

for arts and cultural grant projects through the budgetary process, with recommendations from the Art's Advisory Committee, with final approval by the City Council.

a. These recommendations and recommendations for City Specific Projects would come to the Council from the Advisory Committee, as they participate in the annual City Budget and Retreat meeting and conference. Except for the first two years as indicated above, it is recommended initially that, in the fiscal years following the initiating first two years, the total allocation would be set at percentages set annually during the budget development process.

b. The remaining percent of the TAP revenue would be dedicated to qualifying City specific projects, which would be recommended by City staff. The City Council would make the final

decision during the annual budget process.

i. Examples of recommendations for general projects, which could be city specific projects might include:

- Round-a-bout Art
- Park Amenities
- Pedestrian Trails/Bike-paths
- Arts and Cultural Programs- Murals
- Funding and support for the City's Trails/Parks/Open Space, and associated Masterplan Projects.

Recommended Art's Advisory Committee Structure.

1. **Advisory Arts Committee.** It is recommended that the City establish *one Committee for grants*, for the use of the TAP Tax monies for the Arts and Culture interests of the City, the *Arts' Advisory TAP Tax Committee*, and that appointments to this Committee be made by the Mayor, with advice and consent of the Council, and administered by staff under the Manager's direction.

This Advisory Committee would assist and make recommendations for grants and projects associated with the City's Arts and Culture, (music, art, drama, creative writing, photography and dance, etc.).

- One member with a demonstrated knowledge of or experience in the visual/performing arts.
- One member with a demonstrated knowledge of or experience in cultural arts.
- One member with a demonstrated knowledge of or experience in Historic preservation.
- One member with a demonstrated knowledge of or experience in Tourism (like someone from the tourism economic board).
- One member at large.

A total of _____ members.

All members are to reside within the Heber City limits. The County has its own share of the TAP tax for its uses.

Because 2023-24 would be the first year, three members would be appointed to serve three-year terms and two members would serve two-year terms. All appointments made after the first year would serve full three-year terms.

Such a committee would typically meet once per year to consider applications and make recommendations to the City Council. However, for the first year, because this would potentially be the initial year for such a committee and the TAP Tax funding allocations, more than one meeting would probably be useful to familiarize committee members and staff with the requirements of the TAP Tax program, establish bylaws and finalize the TAP Tax grant process (this would include developing procedures for the application process, rating projects, reporting requirements, etc.). It is the staff's recommendation that the City establish a TAP Tax Art's Advisory Committee for *Grant projects*, and for the City to use the existing POSTT Committee for assistance with *all other City Specific Projects*.

Committee meetings would be posted on the City website.

The proposed Art's Advisory Committee would receive and review applications from qualifying non-

profit groups and make recommendations for funding/allocation of a percentage of the total TAP Tax revenues to the Heber City Council. The Committee would meet in January of 2023 to administer up to ten (10 %) of the TAP Tax proceeds acquired from April 1st to December 31st, 2023, for Art's projects for the coming year 2024.

It is anticipated that grant solicitations would be advertised and marketed in December, 2023 and January of 2024, and the Committee would make recommendations to the Council in the months of February and March 2024.

Any other TAP Tax appropriate projects, that are not Arts and Culture, would be processed through city staff and the existing POSTT Committee, then on to the City Council for final approval during the annual budget process.

3. City staff requests positive recommendations for any substantive, or prioritized Art or Cultural Projects that the City may want to focus on. The applications would be submitted to the Committee ahead of time with a request to rank them.

4. The applications would be discussed, vetted and recommendations forwarded to the City Council.

5. The City Council would make the final decision on funding, and then financial staff would allocate funds from accrued TAP Tax resources to each respective project.

6. Whatever is not expended on the projects is returned to the TAP Tax Fund. (*TAP Tax funds need to be spent within 10 years*).

7. **Timing.** The Advisory Arts Committee administers the stages as follows:

- a. The grant application process would commence annually on January 1st and terminate on the 31st.
- b. Grant review and approval during the month of February.
- c. Council approval by March 30th.

In this manner, TAP Tax monies could be allocated with money already received from the previous July through December 31st. The process would be administered on an annual calendar, with monies gathered and allocated on a fiscal calendar.

FISCAL IMPACT

Potentially, the City could receive close to \$351,448.00 annually (a monthly average of **\$29,287.00**) for finance cultural facilities, recreational facilities, and zoological facilities, botanical organizations, cultural organizations, and zoological organizations within the city or within the geographic area of Wasatch County.

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

CONCLUSION

It would be helpful for the Council to discuss and give direction regarding the use of an advisory a TAP Tax Advisory Committee. It is recommended that the City use the existing POST Committee to

function as such an Advisory Committee.

That the Council directs Staff to form the Art's Committee, establish guidelines, processes, and policies to generally govern the TAP Tax use, adopt these by ordinance, and work with the Mayor in her appointments to the Committee.

City staff initially recommends Nancy O'Toole be one of the Committee members.

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: Matt Brower, City Manager
J. Mark Smedley, Asst.City ManagerAll

EXHIBITS

1. Exhibits for July 18 Staff Report on Art's Advisory Committee for TAP Tax
2. Ordinance for Arts Advisory Committee - 4887-1893-7456 - 1

Exhibit A.

For Council discussion only

TAP Tax Project Guidelines

Supporting and promoting recreational, cultural, arts and parks facilities and programs to benefit the Heber valley community.

These funds are meant to aid project and program based activities (art creation, art presentation, cultural activities, recreation facilities and capital projects, recreation programs).

Capital projects are allowed but must be available for public use for at least 10 years. This timeframe may vary depending upon project specifics including dollar amount, estimated useful life of the capital project etc., this timeframe will be determined before the grant award.

Applicants are required to have a 501(c)(3) status to qualify for a grant. If an applicant (such as a local artist) does not have such status, they are then recommended to partner with an organization that does.

The location of the project takes place within Heber city limits

Projects must be completed within one year of grant award.

Projects must be matched by at least 25% (direct or indirect match)

An entity can apply for up to 20% of total funds available for the year. (\$_____)

Grant awards will be distributed in two payments, 50% at the time of award and 50% at project completion and final reporting.

If the organization has a currently open TAP Tax project, they may apply for a new cycle of TAP Tax funding but won't be awarded funds until the open project is completed.

Projects are required to announce and display that funding was provided by the Heber City TAP Tax Program.

TAP/Tax funds may be USED for expenditures directly related to:

- Collections /Exhibits: Acquisitions or public display of items that in part or as a whole are collected or exhibited.
- Contracted Services: Services obtained through the aid or direction of a second individual or company that are directly related to the project.
- Salaries that have a direct relation to the project (i.e. an art instructor's time in preparing and teaching an art program).
- General administration and overhead costs may be allowed if the applicant can demonstrate a direct relation or need to the proposed project: These costs are limited to a maximum of 10% of the total requested amount.

- Marketing/Advertising: Promotion of the organization's TAP Tax funded project/program.
- Programs/Performance/Production: Staging of programs, performances, productions, cultural festivals.
- Projects: Development of one-of-a-kind or one-time physical item or one-time events, including but not limited to historical, cultural, recreational.

TAP/Tax funds may NOT BE USED for (this list is not exhaustive):

- Accumulated deficits or debt retirement.
- Public schools and/or school programs or hiring of temporary or permanent staff.
- Lobbying Expenses.
- Scholarships, purchase awards or cash prizes.
- Regular operations of Magazines or Newspapers.
- Activities intended primarily for fundraising.
- Rehabilitative or therapeutic programs.
- Fireworks.
- Rodeos.
- Activities that are primarily religious in purpose.
- Cash reserves.

Projects will be evaluated on:

- Quality of proposed project.
- Demonstrated community need.
- Benefits to the community.
- The organization's history, ability to implement project and financial considerations.

Exhibit B

TAP TAX APPLICATION

WITH COMPLIANCE REPORT and CRITERIA

Is your organization designated as a 501(c) 3 or are you partnering with a 501 (c) 3 organization?	YES	NO	Will the proposed project take place within Heber City limits?	YES	NO

If you answered no to either of the above questions, the applicant will not be able to proceed.

Organization Information

Organization _____
Name: _____ Date: _____

Address:

_____ *Street Address*

Suite/Unit #

City

State

ZIP Code

Phone: _____ Website: _____

Description of Organization and Mission Statement:

--

Number of Full-Time Staff: _____

Number of Part-Time Staff
(associated with this project): ____

Number of Volunteers (associated with this project): _____

EIN: _____

☐ ☐☐ ☐

Please list key staff positions of your
Organization on this project:
Staff:

Grant Contact

Executive Director: _____ Phone: _____ Email: _____

Alternate Contact: _____ Phone: _____ Email: _____

Project Information

Project Title: _____

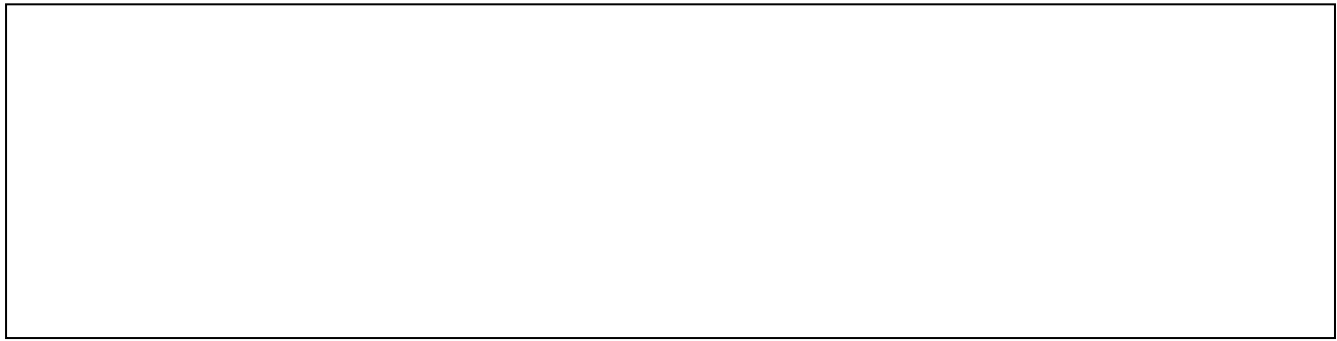
Project Start Date: _____ Project End Date: _____

Amount Requested: _____ Total Cost of Proposed Project: _____

Project Title and Summary- In the space provided, please provide a brief summary of the proposed project.
Max 500 characters

Provide a Needs Assessment (Why is this project important?):
Max 500 characters

Project Goals and Implementation- Please describe in detail how this project will be accomplished, who will be involved, the timeline for completion, and how this project will benefit the citizens of Heber City.
Max 2000 characters



Project Target Audience- In the space provided, include the number of people expected to be reached by the project. Please include any plans to target specific age groups or underserved populations.

Max 500 characters

Please detail any partnerships for this project.

Max 500 characters

What qualitative and quantitative measures will you be using to evaluate your project goals?

Max 500 characters

Attachments

501(c)(3) Determination Letter
List of Board of Directors
Most Recent Financial Statement
Other Supporting Documentation

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

Signature:

Project Budget

Project Expenses		
Item	Total Amount	
	Grant Request	Match
	Comment	

Project Income		
Donations: Please provide a list of committed funding sources for this project:		
Source	Amount Committed/Items Donated	
Organization Contribution		
Donated Materials		
Other grants		

Evaluation Criteria

- **Quality of proposed project**
 - The quality and clarity of the project goals and design
 - Completeness
 - Value of supporting materials
- **Demonstrated community need**
 - What is the current need of Heber City citizens that this project aims to address?
 - Are other projects or programs already addressing this need?
- **Benefits to the community**
 - The number Heber City residents by age, user group etc. served by the project;
 - Does this project have the potential to become an influential part of the Community experience in years to come?
 - In what tangible ways will this project benefit Heber City?
- **The organization's history, ability to implement project and financial considerations**
 - The ability to carry out the project based on factors including the appropriateness of the budget, the resources involved, and the qualifications of the project's personnel
 - History of past City funding

ORDINANCE 2023-_____

AN ORDINANCE adding *Chapter 2.46 Arts Advisory Committee* to the Heber City Municipal Code.

BE IT ORDAINED by the City Council of Heber City, Utah, that *Chapter 2.46 Arts Advisory Committee* is added to the Heber City Municipal as follows:

2.46 Arts Advisory Committee

- 2.46.010 Purpose
- 2.46.020 Appointment And Terms Of Members
- 2.46.030 Meetings
- 2.46.040 City Staff Support
- 2.46.050 Recommendation to City Council

2.46.010 Purpose

In 2022, Wasatch County residents approved a Trails, Arts and Parks (TAP) Tax, which will generate funds to be used by Heber City to support trails, arts and parks within Heber City. Heber City anticipates accepting applications for grants to be provided by Heber City with funding from the TAP Tax. The purpose of the Arts Advisory Committee is to assess grant applications for art projects or activities in Heber City and make recommendations to the City Council with respect to the grant applications.

2.46.020 Appointment And Terms Of Members

A. The Arts Advisory Committee shall consist of five voting members who are residents in Heber City, to be appointed by the Mayor, with the advice and consent of the City Council. To the extent possible, the Mayor shall appointment committee members with diverse backgrounds in the arts including music, visual art, drama, creative writing, photography, theater and dance.

B. The term of office for Arts Advisory Committee members shall be three years, except for the initial establishment of the Arts Advisory Committee, two members shall be appointed for two-year terms. Any vacancies in these positions shall be filled by a recommendation to and confirmation by the City Council. The appointment will be for the remaining time of the member whose vacancy is being filled. Two consecutive four-year terms shall be the limit for regular membership. Partial terms shall not be considered in determining whether a person has served two consecutive terms. If new or replacement appointments are not made, then the existing or current members shall continue in their capacity until a new appointment or replacement is made.

C. The appointed members of the Arts Advisory Committee shall elect a Chair of the Arts Advisory Committee. The Chair shall be responsible for conducting meetings.

2.46.030 Meetings

The Arts Advisory Committee shall meet as needed and conduct business in accordance with the Open Public Meetings Act, Utah Code § 52-4-101, *et seq.* This includes public notification of meeting place, time, and agenda items.

2.46.040 City Staff Support

The City Manager shall appoint one or more members of the city staff to assist the Arts Advisory Committee in creating a grant application form, informing residents of the available of grant money, and processing grant applications.

2.46.050 Recommendation to City Council

A. The Arts Advisory Committee shall meet in February of each calendar year and evaluate art related grant applications received by Heber City. Based on the amount of funding allocated by the City Council, the Arts Advisory Board shall make a recommendation to the City Council regarding which grant applications should receive funding and the amount of funding.

B. In assessing grant applications, the Arts Advisory Committee shall consider the following factors:

1. Quality of proposed project;
2. Demonstrated community need;
3. Benefits to the community;
4. The organization's history, ability to implement the project, and financial backing;
5. History of past City funding;
6. Diversity of projects receiving funding.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

If any provisions of the Heber City Code heretofore adopted are inconsistent herewith they are hereby repealed.

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

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Ordinance 2023-30 Sensitive Lands Amendment
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the Phase 3 Envision Heber Code Update, the City is reviewing the entire Code and Subdivision Ordinance. This process includes updating the City's sensitive lands code found in Subdivision Ordinance--17.34.010 will become its' own chapter, since such lands can also impact a permitted or conditional use application. Over the next several meetings, more updates and revisions will be presented until the entire Code has been updated/revised.

The public hearing was held by the Planning Commission on September 27, 2022 and the draft was continued to allow for some coordination concerning buffers and the new Storm Water Master Plan. This packet provides the existing code section, the Planning Commission's recommended version and a cleaner update version with a greater focus on actual sensitive lands and a greater reliance on Geotech studies. Updates include suggestions from recent conversations and includes Public Works input. The Storm Water Master Plan inconsistencies have also been resolved.

The City Council held a work session on November 1, 2022 and June 6th, 2023, but time constraints limited the discussion. Discussion points have been added to the draft that seemed to have general consensus. The Planning Commission took a stronger incentivizing approach to allow transferability densities within the parcel for all sensitive land features, but included in this report is an alternative to not allow flexibility for several sensitive lands features that have no mitigation potential.

Comments from Ann Zimmerman, and the City Council from the June 6, 2023 meeting have been addressed and are included in the revised draft.

RECOMMENDATION

The City's consultant and staff recommend Council discuss the few remaining alternatives proposed in the draft and subsequently approve Ordinance 2023-30- adopting the clean more focused draft of the Sensitive Lands Amendment.

BACKGROUND

Envision Heber Phase 3, includes updates, simplifications and clarifications in most of the Code chapters.

These proposed ordinance amendments are a result of the Planning Commission and City Council requests, and work of John Janson, Meg Ryan and the Planning Department staff, pursuant to the city contract with the People + Place contract. The proposals within the drafts include policy suggestions, State Law updates, and edits for greater clarity. It is also the intent of these updates to simplify the ordinances, and to coordinate and use as a reference the engineering standards from the Heber City Standard Specifications instead of listing engineering requirements in the Zoning Ordinance.

DISCUSSION

Comments from the joint meeting with the City Council included such thoughts as:

1. Do we really need more than we have already in 17.34.010? *New version is more directly geared toward sensitive lands*
2. Have we gone so far that most developments will not be able to build? *New version is less restrictive and less broad.*
3. Have we covered the important items or simply too many items? *New version is more focused.*
4. Is it clear what our expectations are?
5. Should developers be compensated for sensitive lands that they avoid? Most likely that involves a density increase or reduced standards (flexible) to allow for clustering? To what extent should they be “compensated” – this is a tradeoff discussion that should reflect how important it is to the City to preserve sensitive lands.
6. How can we make this a positive ordinance?
7. Should buffers be defined by a feature centerline or by the edge of the bank/highwater mark?

One simple means of making the ordinance more user-friendly, is to provide more incentives to preserve sensitive land within the development. One could argue that sensitive lands should never have been built on and therefore should not provide the developer any concessions; but, most sensitive lands (with some exceptions), actually have ways that the issue/problem can be mitigated. This draft suggests promoting flexibility to assure the preservation of sensitive land features by providing the same number of lots as if the entire parcel had no sensitive land to address. The density would remain the same but lot size may be reduced. Alternatives are provided in the draft.

Slight additions have been made due to the Draper landslides. The draft includes a stronger emphasis on when sensitive lands cannot be mitigated. This will require the design to recognize that and the unusable land protected from development in an engineering approved manner. Apparently, in the Draper case, all that was requested was for the sensitive lands to be identified, not protected from development. Suggested alternatives are shown in blue.

Chapter Summary

Draft Sensitive Lands Ordinance:

1. Extracts section 17.30.010 from the Subdivision Ordinance and creates a new Chapter, 18.67 so that it is clear that the ordinance applies to all development, not just subdivisions.
2. Addresses in a more precise way a variety of Sensitive Lands, including how they should be addressed through buffers.

3. Suggests Low Impact Development techniques to reduce the flow of storm water from individual properties as well as to promote infiltration – returning filtered water to the underground aquifer. This technique was proposed in the NVOZ and has been reinforced with the new Storm Water Master Plan.
4. References to the Heber City Standards and Specifications have been added and at times substituted for previous draft language.
5. Provides for incentives to preserve sensitive lands via an allowance for density transfers/clustering within a development through a development agreement.
6. Updated version relies more on the studies that will be provided and the engineering recommendations.
7. A Sensitive Lands map will eventually be developed based on available data – the map should provide guidance for when additional Geotech type studies may be required. It could become the activating element for this ordinance.
8. Clarification language has been provided for development on Steep Slopes (F (1))

Chapter changes just prior to the Planning Commission's action include: renumbering to reflect the location of the proposed new chapter within the revised overall Code, more emphasis on incentives to preserve sensitive lands, and a review of the buffering requirements and language covered by the new Storm Water Master Plan. The Storm Water Master Plan has been created over the past year and some of the language in the draft was developed prior to that time period. The need for language about Low Impact Development (LID), for example, is no longer required since the Storm Water Master Plan covers it in more depth. Other clarifications have been made based on engineering advice and processes.

Additional clarifications have been added to address fertilizers and pesticides in buffers near hydrologic features. This was changed to "herbicides".

Based on City Council comments and Engineering, this draft is the latest and reflects modifications suggested since the PC hearing.

FISCAL IMPACT

Potential to reduce long term development maintenance issues through avoidance of sensitive lands and mitigation of sensitive lands that can be mitigated.

CONCLUSION

Creates a more comprehensive, separate, chapter than that found in the current Code within the Subdivision Ordinance.

ALTERNATIVES

In a sense there are alternatives such as simply retaining the existing Code in 17.30.010. That section is not as clear nor as comprehensive as the proposed draft and is in the wrong place, where it appears it only applies to subdivisions. The updated version has had considerable review and is ready for adoption with some discussion of a few alternates.

Alternative language is provided in blue.

1. Staff Recommended Option – Approve
2. Approve as Amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Staff Recommended Option – Approve

I move to approve Ordinance 2023-30 with the findings and conditions as presented in the conclusion above.

Alternative 2 – Approve as Amended

I move to approve Ordinance 2023-30, with the findings and conditions as presented in the conclusion above, with the following changes:

1. 6' rise with 4' terrace alternative to 10' rise with 4' terrace (see 18.67.010 E. 5.);
2. A building setback of 20' instead of 50' from a hydrological feature (see 18.67.010 F. 4);
3. Reduce the list of unmitigable features to just include _____ (see 18.67.010 I.);
4. Drop the section on species protection and animal migration corridors due to the difficulty in identifying and assessing such areas (see 18.67.010 K. 1.);
5. Other: _____

Alternative 3 – Continue

I move to continue Ordinance 2023-30 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 – Deny

I move to deny Ordinance 2023-30.

ACCOUNTABILITY

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

EXHIBITS

1. Planning Commission SLO Recommendation
2. Current SLO Ordinance
3. Ord 2023-30 SLO

18.67.010 SENSITIVE LANDS, HAZARDS, AND AGRICULTURAL LAND NOTIFICATION

A. PURPOSE AND INTENT:

1. To preserve the distinctive features and the natural setting characteristic of Heber City and to promote development that is sensitive to the land.
2. To identify and document sensitive lands that shall be protected from development and to guide sensitive lands related open space designations in development proposals.
3. To identify certain hazardous conditions that require buffering or other engineering techniques to allow for safe beneficial development.
4. To give notice and promote an understanding between property owners with development proposals adjacent to agricultural uses of the characteristics of those agricultural uses.
5. To provide for the health, safety, welfare of the citizens, as well as protect urban and nonurban development, the good order and aesthetics of our municipality, and protection of property values per U.C.A. 10-9a-102(1).

B. **Applicability.** The requirements contained herein shall be extended to individual lots not requiring a subdivision process, or not previously subject to a subdivision process that included the requirements of this Chapter and/or processed after the date of adoption of this Chapter. In addition, any annexation proposal, Master Development Agreement, ~~concept plans~~, preliminary plans, and final plans shall include a sensitive lands identification analysis, ~~that may find no sensitive lands exist~~, that addresses the requirements of this Ordinance.

Commented [JJ1]: Policy - dropping sensitive lands analyses from concept plans, where expectations about the details of the site are not required

Commented [JJ2]: Policy addition - just recognizing that not all properties will have sensitive lands

C. **Sensitive Lands defined.** Sensitive Lands contain characteristics that can influence, modify, or limit development patterns through physical or regulatory restrictions. The types of lands represented in this typology include steep slopes, significant rock outcroppings, wetlands, avalanche zones, intermittent or constant flow stream corridors, ridgelines, springs, significant gullies, species protection, wildfire/urban interfaces, flood plains, and animal migration routes. Soils and geotechnical considerations, such as fault lines, soil types, and depth to bedrock, and shallow water table levels, may also reveal factors to consider for avoidance and/or design modifications when determining the extent of sensitive lands.

D. **Identification required.** Designation and preservation ~~and/or mitigation~~ of the identified Sensitive Lands features and their associated area (s) in their natural state is required and such sensitive lands shall be shown on ~~concept plans~~, site plans, and preliminary and final subdivision plats (applications on-line and at the City offices). It is the intent of these requirement to promote a development design that incorporates and integrates the sensitive lands into the development design process as valued aspects of that design. ~~These characteristics need identification and are significant factors that determine how sensitive lands should be reflected in the design of a particular development site.~~

Commented [JJ3]: Policy addition - some sensitive land features can be mitigated

Commented [JJ4]: Policy - seems redundant, drop

E. Development Design Considerations.

1. All ~~final preliminary/concept~~ plans shall include a grading plan to assure that the development minimizes land disturbance, ~~that erosion and storm water are retained on-site to the greatest extent possible~~, and conforms to **the City Storm Water Design Manual**. Storm drainage plans shall include system design to return filtered waters to

Commented [JJ5]: Policy - redundant to the Standard Specifications

the natural drainage channels, **where applicable**. All developments shall provide evidence of their Utah State Department of Environment Quality General Construction Storm Water UPDES Permits at building permit issuance.

2. Geotechnical reports, **are required as per the Heber City Standards and Specifications**, shall also include an analysis of the soil types and their potential for movement when additional water is applied, as may occur from landscape irrigation and/or impervious surface runoff. Geotechnical studies shall also identify (1) the depth to water table, and (2) **potential** fluctuations in seasonal water tables, if buildings with basements are to be constructed within the proposed development. **In the absence of a year-long analysis of water table fluctuations, the time period to be studied is from March 15 to June 15 and such fluctuations may be estimated if the timing of such studies is contrary to the development schedule. Coordination with the County Health Department maybe be required in specific circumstances such as, but not limited to, the use of septic tanks is proposed.**
3. **Critical view sheds should be evaluated as per F (10)**
4. **After identifying/documenting (or delineating in the case of wetlands) any sensitive lands as defined above, and reviewing, Heber City's General Plan and Parks, Trails, and Open Space Master Plan, and the Wasatch County Regional Trails Master Plan for trails, as part of the design process of a development, and as part of the concept plan submission, each development shall include a conceptual design to assess how the development will be designed to preserve the identified sensitive lands and evaluate the potential to extend trail systems to and within the area**
5. **Development shall mitigate the visibility of cuts and fills and buildings on hillsides that are visible from the viewing platforms identified in the ridgeline protection ordinance in Section 18.106.050. Mitigation shall include methods to conceal such cuts and fills and buildings, such as evergreen landscaping, hill terracing, use of earth tone colors on structures, consider narrower street cross sections along steep slopes, etc.**

Commented [JJ6]: Policy - already asked for fluctuations in the geo-tech report - unnecessary and an impediment to development - drop

Commented [JJ7]: Redundant to other ordinances - drop

Commented [JJ8]: Trails are not a sensitive lands issue - covered in other ordinances and processes

Commented [JJ9]: Redundant - covered below

F. Development Prohibited. New subdivisions and new development shall avoid and preserve as undisturbed/natural open space the following areas:

1. **Steep slopes:** Identify areas with average slopes ranging from 10% to 20% and from 20% to 30%. Slopes over 30% are prohibited from development unless a lot has a contiguous building area that is a minimum of five thousand (5,000) square feet at or below thirty percent (30%) natural grade. All such lots shall include specific engineering designs to contain run off, erosion, and pollution on the subject property during construction and after construction. This includes the prevention of any materials caused by erosion flowing out onto adjacent trails, sidewalks and streets, adjacent fences and erosion onto the sensitive lands buffer areas. Cuts and fills shall be minimized in project design and shall not exceed a 2 horizontal to 1 vertical slope. Retaining walls extending **over 6' (alt. 10')** in height shall include a landscaped terrace, a minimum of 4' in width for every 6' 10' in height. Terraces may be created at lesser heights to meet slope related issues, but the minimum width for the terrace of 4' shall be maintained for landscaping. **Development in all steep sloped areas (20% and above) shall submit plans that conform to any City Standards, utilize Low Impact Development techniques, and specialized storm water permits such as SWPPP. Home development in the 20% to 30% slope category shall be limited to 1.5 stories. (alternative) Revegetation with native plants of disturbed areas is required within 6 months for any grading performed for road work and after the occupancy of a home.**

Commented [JJ10]: Policy - may be too restrictive - 10' is a more flexible standard

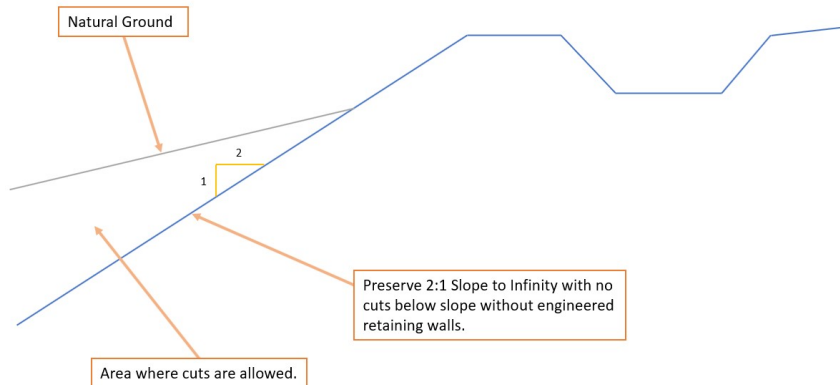
Commented [JJ11]: Already required by City Standards

Commented [JJ12]: Policy - is that an important item?

Commented [JJ13R12]: Redundant - Revegetation already required in Standard Specifications

2. *Avalanche paths*: Such avalanche paths shall be identified, and development shall avoid such paths as recommended by a qualified Geotechnical Engineer.
3. *Fault lines, scarps, landslides, rock outcroppings, rock-fall, and mud/debris flow areas*: These topographical features shall be avoided and mitigated as recommended by a qualified Geotechnical Engineer. Determinations and mitigation techniques proposed that, when reviewed by the City Engineer, do not clearly resolve any identified issues may be subject to peer review at the City's discretion. The developer shall pay for such additional studies/peer reviews and the City shall manage the funds.
4. **Significant Stream beds (including intermittent), gullies, ditches, flood channels, flood plains, areas of springs, seeps and surface water**: Pollution sources such as fuel tanks, septic tanks, shall be setback at least 100 feet from the hydrologic feature. Additional vegetation may be required between the hydrologic features and development for erosion control (with limited fertilizer or pesticide use in natural corridors) or for public amenities. Hydrologic features that are accompanied by an amenity such as a park or trail shall include sufficient open area along and surrounding the hydrologic feature to ensure ample room to protect the feature and to provide area for enjoyment of the amenity; generally such buffering width should be buffered with a setback of an average of 50 feet from the centerline of the feature, unless otherwise specified in the Storm Water Design Manual.
5. *Canals*. Development shall avoid destabilizing the downhill portion of canals. No cuts shall be permitted below a 2:1 slope measured from the downhill bank of a canal without mitigation/safety strategies proposed by a geotechnical engineer. See graphic below "Canal Bank Stabilization".

Canal Bank Stabilization



6. *Identified wetlands*: Identified wetlands shall be delineated using the Section 404 definition and procedures within the Clean Water Act. Protected wetlands shall be accompanied by additional open lands when they are adjacent or combined with usable open space and trails, with such adjacent areas buffered with a setback averaging a width of 50 (alternative 100') feet wide from the defined edge of the wetland or provide

Commented [JJ14]: Policy - should not imply these are the only pollution sources

Commented [JJ15]: Edit - rephrasing to drop trails which are not a sensitive lands feature and to establish the buffer/setback area.

Commented [JJ16]: Edit - clarifies the buffer area

a study that includes a different technique to eliminate pollution/contamination of the wetland. Pollution sources such as fuel tanks, septic tanks, etc. shall be setback 100' from the identified wetlands. Additional vegetation may be required in these buffer areas for erosion control (with limited fertilizer or pesticide use) or for public amenities.

7. *Wildfire Potential: Potential wildfire areas shall* be assessed, and mitigation strategies applied, as per 15.04.010 D.
8. *Culinary Water Source Protection. Public and private wells, and springs:* Such areas shall be identified within the subject property and on adjacent properties within 100'. City required notification processes shall be followed. Mitigation techniques shall follow the advisement of the source delineation report, current engineering practice, applicable state statutes, and contain all erosion and site pollution, within the development. See Wellhead Protection ordinance 8.28.
9. Development above ridgelines shall follow the standards in Chapter 18.106, Ridgeline Protection.
10. *View sheds:* Where new development is proposed along State roads, that lack adjacent scenic buffers, trail corridors or lack adjacent 10 acre or larger agricultural zoning, the view impacts shall be considered and buffered with additional landscaping, setbacks, and parallel trails defined as part of the site plan and/or preliminary subdivision plat.

Commented [JJ17]: Edit - not necessary - already covered in the Wellhead ordinance

Commented [JJ18]: Policy - too confusing and subjective

G. **Development Constraints for Certain Sensitive Lands.** The following sensitive lands with potential hazards require additional mitigation techniques in new subdivisions and new development, and the developer shall provide mitigation for such hazards when they apply. The City requires a notice of such hazard and required mitigation to future property owners in a development agreement, on the subdivision plat and/or other device. Such additional mitigation techniques shall include, (practicable or available) but not be limited to the following:

1. Alluvial-fan-flood debris flow, collapsible soils, and shrink-swell soils. Mitigation techniques shall follow the advisement of a qualified Geotechnical Engineer and may be subject to peer review, at the developer's cost.
2. Shallow groundwater. Areas with ground water within 3' of the ground surface, shall require additional analysis to assess their feasibility for development. If areas of shallow ground water are found that prohibit or impact foundations, such areas shall be noted in the concept design and carried forward on the preliminary and final plats. Possible mitigation techniques include the installation of a foundation drain (s) and sump pump (s), possible prohibition of basements, or other mitigation techniques as provided on the advisement of a qualified Geotechnical Engineer.
3. 100-year flood zones. Mitigation techniques shall follow the procedures of Chapter 18.109, Flood Damage Prevention Ordinance.

H. **Acceptable Permanent Sensitive Land Preservation Instruments.** Such areas shall be preserved through a conservation easement, Restricted (R) lot designation, dedicated as accessible public open space to the City with a conservation easement, deed restricted with an HOA maintenance commitment, or other means that assure permanent preservation. Such areas shall include public access points, where trails are included in the preserved sensitive lands. If one of the above techniques is not utilized other preservation techniques may be negotiated as part of a development agreement with the City Council.

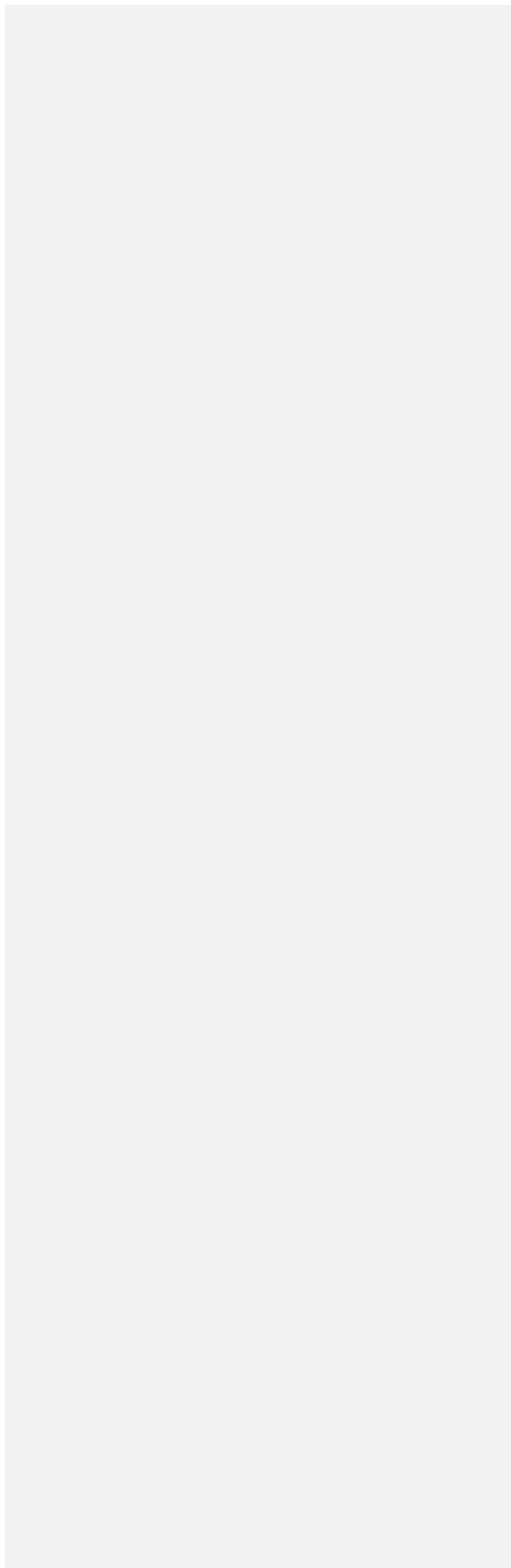
- I. **Sensitive Lands Preservation Incentives through Density Transfers within the Development.** To promote the preservation and avoidance of identified sensitive lands, density transfers/clustering may occur within a development proposal. The density shall reflect only the additional units that could have been built on the preserved areas. Any of the sensitive lands defined in this ordinance may qualify for density transfers except for unbuildable areas above a 30% slope, (alternate new language - avalanche/landslide/mud/debris flow corridors, fault lines), and areas delineated by ACOE as wetlands. Where densities are transferred within a project, the resulting new development shall receive flexibility in setbacks, and lot sizes. Such transfers shall be implemented and established through negotiation with the City Council in a development agreement, after a recommendation by the Planning Commission. (alternate new language – Densities calculated for the parcel shall be based on a net developable area calculation which is defined as the gross area, less the undevelopable sensitive lands mentioned above, less 15% for roads)
- J. **Developments including or adjacent to Sensitive Lands** shall include restrictive covenants with mitigation techniques for the continued maintenance, preservation, and enhancement of Sensitive Lands and their associated open spaces.

18.67.20 OTHER CONSIDERATIONS.

1. **Buried springs and streams.** Existing development may have buried springs and/or piped streams, which could have potential cultural and historical value. If significant redevelopment of the site's structures, defined as over 50% of the building is being modified or replaced, efforts to re-establish an open stream or utilize the spring as a water feature, shall be considered in the design process Buried/capped wells may be impractical to reestablish.
2. **Low Impact Development (LID) Storm Water Erosion and Pollution prevention techniques** are required as per the Storm Water Design Manual.
3. **Heritage Trees:** Heritage Trees shall be addressed as required by City Ordinance.
4. **Species protection/animal migration areas:** Identify habitat areas (especially habitat for the sage grouse and endangered spotted frog) in the concept plan and in conjunction with other sensitive lands, such as significant gullies, consider preservation, with the understanding that with some areas such anticipated preservation may be impractical, based on the development design. Identified animal migration corridors may be replaced with a highly landscaped trail corridor(s).
5. **Development adjacent to agricultural lands** shall provide a recorded notification on the subdivision plat and/or other device, informing subsequent purchasers of the property of the potential for noise, odors and other characteristics involved in living adjacent to agricultural operations.

Commented [JJ19]: Policy - likely too restrictive

Commented [JJ20]: Redundant to other ordinances



17.34.010 Sensitive Lands (current adopted section from the subdivision ordinance)

A. Development Prohibited. New subdivisions and new development shall avoid the following areas:

1. Natural slopes over thirty percent (30%) grade; each lot must have a contiguous building area that is a minimum of five thousand (5,000) square feet at or below thirty percent (30%) natural grade;
2. Avalanche tracks;
3. Fault lines, scarps, landslides, rock-fall and mudflow areas; and
4. Stream beds, canals, ditches, flood channels, areas of springs, seeps and surface water.

B. Development Discouraged. The following hazard areas should be avoided by new subdivisions and new development and developer shall provide mitigation for such hazards when they apply. The city may require a notice of such hazard and required mitigation to future property owners in a development agreement, subdivision plat or other device.

1. Alluvial-fan-flood debris flow, collapsible soils, and shrink-swell soils. Mitigation techniques shall follow the advisement of a qualified Geotechnical Engineer.
2. Shallow ground-water. Mitigation techniques should include the installation of a foundation drain and sump pump, prohibition of basements, or the advisement of a qualified Geotechnical Engineer.
3. 100 year flood zones. Mitigation techniques shall follow the procedures of Chapter 18.109 Flood Damage Prevention Ordinance.
4. Culinary Water Source Protection. Mitigation techniques shall follow the advisement of the source delineation report, current engineering practice, and/or applicable state statutes.

ORDINANCE NO. 2023-30

AN ORDINANCE APPROVING THE AMENDMENT TO THE SENSITIVE LANDS ORDINANCE.

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Chapter 17.34 Sensitive Lands, and Chapter 18.67 Hillside Overlay, are hereby repealed, and Chapter 18.67 Sensitive Lands is hereby adopted as follows.

Chapter 18.67 Sensitive Lands

18.67.010 SENSITIVE LANDS, HAZARDS, AND AGRICULTURAL LAND NOTIFICATION

A. Purpose and Intent:

1. To preserve the distinctive features and the natural setting characteristic of Heber City and to promote development that is sensitive to the land.
2. To identify and document sensitive lands that shall be protected from development and to guide sensitive lands related open space designations in development proposals.
3. To identify certain hazardous conditions that require buffering, avoidance, or other engineering techniques to allow for safe beneficial development.
4. To give notice and promote an understanding between property owners with development proposals adjacent to agricultural uses of the characteristics of those agricultural uses.
5. To preserve the water quality of the underground aquifer.
6. To provide for the health, safety, welfare of the citizens, as well as protect urban and nonurban development, the good order and aesthetics of our municipality, and protection of property values per U.C.A. 10-9a-102(1).

B. Applicability. The requirements contained herein apply to subdivisions, and shall be extended to individual lots not requiring a subdivision process, or not previously subject to a subdivision process that included the requirements of this Chapter and/or processed after the date of adoption of this Chapter. In addition, any annexation proposal, Master Development Agreement, preliminary plans, and final plans shall include a sensitive lands identification analysis that addresses the requirements of this Ordinance. It is understood that such studies may find no sensitive lands exist. Concept plans and/or a pre-application meeting shall be required in the subdivision process when sensitive lands are identified within the development proposal.

Any sensitive lands identified as a result of the requirements of this ordinance shall be recognized in the development proposal. Some sensitive lands cannot be mitigated and as such, development design shall avoid the identified sensitive lands areas. Such lands, shall be designated on the site plan or plat in a manner that permanently restricts the area from development.

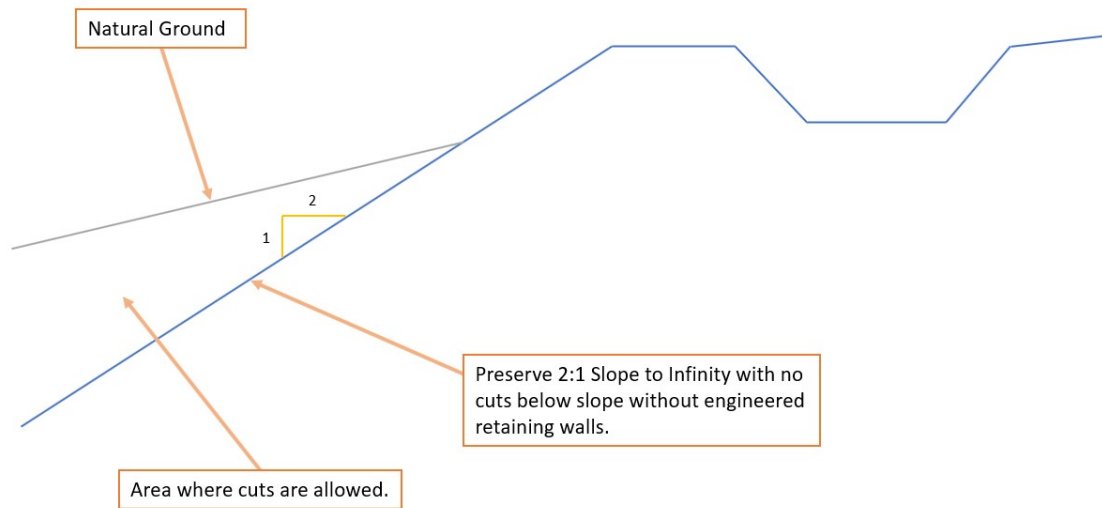
C. Sensitive Lands defined. Sensitive Lands contain characteristics that can influence, modify, or limit development patterns through physical or regulatory restrictions. The types of lands represented in this typology include steep slopes, significant rock outcroppings, wetlands, avalanche zones, intermittent or constant flow stream corridors, ridgelines, springs, significant gullies, species protection, wildfire/urban interfaces, flood plains, and animal migration routes. Soils and geotechnical considerations, such as fault lines, soil types, and depth to bedrock, and shallow water table levels, may also reveal factors to consider for avoidance and/or design modifications when determining the extent of sensitive lands.

- D. **Identification required.** Designation and preservation and/or mitigation of the identified Sensitive Lands features and their associated area(s) in their natural state is required and such sensitive lands shall be shown on site plans, and preliminary and final subdivision plats (applications on-line and at the City offices). It is the intent of these requirements to promote a development design that incorporates and integrates the sensitive lands into the development design process as valued aspects of that design.
- E. **Development Design Considerations.**
1. All final plans shall include a grading plan to assure that the development minimizes land disturbance and conforms to the City Storm Water Design Manual. Storm drainage plans shall include system design to return filtered waters to the natural drainage channels, where applicable.
 2. Geotechnical reports, required as per the Heber City Standards and Specifications, shall also include an analysis of the soil types and their potential for movement when additional water is applied, as may occur from landscape irrigation and/or impervious surface runoff. Geotechnical studies shall also identify (1) the depth to water table, and (2) potential fluctuations in seasonal water tables, if buildings with basements are to be constructed within the proposed development.
 3. Underlying zone setbacks shall be adhered to, although larger setbacks may be required due to geotechnical mitigation strategies.
 4. All lots shall include specific engineering designs to contain run off, erosion, and pollution on the subject property during construction and after construction.
 5. Cuts and fills shall not exceed a 2 horizontal to 1 vertical slope. Retaining walls extending over 10' in height shall include a landscaped terrace, a minimum of 4' in width for every 10' in height. (Alt. 6' rise with a 4' terrace) Terraces may be created at lesser heights to meet slope related issues, but the minimum width for the terrace of 4' shall be maintained for landscaping.
- F. **Development Prohibited.** New subdivisions and new development shall avoid and preserve as undisturbed/natural open space the following areas:
1. *Steep slopes:* Identify areas with average slopes ranging from 10% to 20%, from 20% to 30%, and over 30%. Natural slopes over 30% grade are considered to be Steep Slopes and shall be identified on a Topographic Map (2' contours) of the project site. Residential and commercial structures are prohibited in areas with natural slopes greater than 30%, but such areas may be included within a lot boundary or used as open space (private or public.) When lots contain areas of steep slopes, the buildable area shall be a minimum of 4000 square feet below 30% natural grade and with a minimum width and length of 50 feet. Non-buildable steep slope areas of lots shall be identified on preliminary and final subdivision plats, with such information transferred to individual site plans. Roads, driveways, and trails are permitted to be built across natural slopes greater than 30% with approved geotechnical reports and engineering design addressing slope stability, retaining walls, and erosion prevention. Erosion control measures shall be installed to prevent materials flowing out onto adjacent trails, sidewalks and streets, adjacent fences and sensitive lands buffer areas.
 2. *Avalanche paths:* Avalanche paths shall be identified, and development shall avoid such paths as recommended by a qualified Geotechnical Engineer.
 3. *Fault lines, scarps, landslides, rock outcroppings, rock-fall, and mud/debris flow areas:* These topographical features shall be avoided and mitigated as recommended by a qualified Geotechnical Engineer. Determinations and mitigation techniques proposed that, when reviewed by the City Engineer, do not clearly resolve any identified issues may be subject to peer review at the City's discretion. The developer shall pay for such additional studies/peer reviews and the City shall manage the funds.
 4. *Stream beds (including intermittent), gullies, flood channels, areas of springs, seeps and surface water:* Pollution sources, including but not limited to septic tanks, fuel storage,

livestock (including manure piles), landfills, parking lots, shall be setback at least 100 feet from the hydrologic feature. Additional vegetation may be required between the hydrologic features and development for erosion control (with limited herbicide use in natural corridors). Hydrologic features shall be buffered with a building setback of an average of 50' (20' alt) feet from the high water mark or edge of the feature, unless otherwise specified in the Storm Water Design Manual or an acceptable mitigation technique proposed by the applicant's engineer and approved by the City Engineer.

5. *Canals.* Development shall avoid destabilizing the downhill portion of canals. No cuts shall be permitted below a 2:1 slope measured from the downhill bank of a canal without mitigation/safety strategies proposed by a geotechnical engineer. See graphic below "Canal Bank Stabilization".

Canal Bank Stabilization



6. *Identified wetlands:* Wetlands shall be delineated using the Section 404 definition and procedures within the Clean Water Act. Protected wetlands shall be buffered with a minimum building setback of 25' feet wide from the defined edge of the wetland or provide a study that includes a different technique to eliminate pollution/contamination of the wetland, to the City Engineer for review, modifications if needed, and/or approval. Areas considered to be potential pollution sources (see list in F (4) above) shall be setback 100' from the identified wetlands. Additional vegetation may be required in these buffer areas for erosion control.
 7. *Wildfire Potential:* Potential wildfire areas shall be assessed, and mitigation strategies applied, as per 15.04.010 D.
 8. *Culinary Water Source Protection. Public and private wells, and springs:* Such areas shall be identified within the subject property and on adjacent properties within 100'. City required notification processes shall be followed. See Wellhead Protection ordinance 8.28.
 9. Development above ridgelines shall follow the standards in Chapter 18.106, Ridgeline Protection.
- G. **Development Constraints for Certain Sensitive Lands.** The following sensitive lands with potential hazards require additional mitigation techniques in new subdivisions and new development, and the developer shall provide mitigation for such hazards when they apply. The City requires a notice of such hazard and required mitigation to future property owners

in a development agreement, on the subdivision plat and/or other device. Such additional mitigation techniques shall include, (practicable or available) but not be limited to the following:

1. Alluvial-fan-flood debris flow, collapsible soils, and shrink-swell soils. Mitigation techniques shall follow the advisement of a qualified Geotechnical Engineer and may be subject to peer review, at the developer's cost.
2. Shallow groundwater. Areas with ground water within 3' of the ground surface, shall require additional analysis to assess their feasibility for development. If areas of shallow ground water are found that prohibit or impact foundations, such areas shall be noted on the preliminary and final plats. Possible mitigation techniques include the installation of a foundation drain (s) and sump pump (s), possible prohibition of basements, or other mitigation techniques as provided on the advisement of a qualified Geotechnical Engineer.
3. 100-year flood zones. Mitigation techniques shall follow the procedures of Chapter 18.109, Flood Damage Prevention Ordinance.

H. **Acceptable Permanent Sensitive Land Preservation Instruments.** If certain areas are identified as unbuildable, they shall be preserved through a conservation easement, Restricted (R) lot designation, dedicated as accessible public open space to the City with a conservation easement, deed restricted with an HOA maintenance commitment, or other legal instruments that assure permanent preservation. If one of the above techniques is not utilized other preservation techniques may be negotiated as part of a development agreement with the City Council. Undevelopable sensitive lands held privately shall include a recorded deed restriction easily found in a Title report that states portions of the lot are undevelopable. Such portions shall be clearly identified via mapping or a legal description.

I. **Sensitive Lands Preservation Incentives through Density Transfers within the Development.** To promote the preservation and avoidance of identified sensitive lands, density transfers/clustering may occur within a development proposal. The density shall reflect only the additional units that could have been built on the preserved areas. Any of the sensitive lands defined in this ordinance may qualify for density transfers except for unbuildable areas above a 30% slope, avalanche/landslide/mud/debris flow corridors, and fault lines, and areas delineated by ACOE as wetlands (alt. select some features from this list). Where densities are transferred within a project, the resulting new development shall receive flexibility in setbacks, and lot sizes. Such transfers shall be implemented and established through negotiation as a legislative process within a development agreement. Densities calculated for the parcel shall be based on a net developable area calculation which is defined as the gross area, less the undevelopable sensitive lands mentioned above, less 15% for roads.

J. **Developments including Sensitive Lands** shall include restrictive covenants with mitigation techniques for the continued maintenance, preservation, and enhancement of Sensitive Lands and their associated open spaces.

K. **Other Considerations.**

1. **Species protection/animal migration areas:** Identify habitat areas (especially habitat for the sage grouse and endangered spotted frog) in the preliminary plat and in conjunction with other sensitive lands, such as significant gullies, consider preservation, with the understanding that with some areas such anticipated preservation may be impractical, based on the development design. Identified animal migration corridors may be replaced with a landscaped trail corridor(s). (Consider dropping – difficult to identify and assess)
2. **Development adjacent to agricultural lands** shall provide a recorded notification on the subdivision plat and/or other device, informing subsequent purchasers of the property of the potential for noise, odors and other characteristics involved in living adjacent to agricultural operations.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Ordinance 2023-20 Affordable Housing Amendment
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The proposed text makes minimal changes to the current ordinance to comply with recent changes in State law regarding moderate income housing regulations for municipalities. Three policy items are marked for consideration and discussion.

RECOMMENDATION

Staff recommends the Council discuss the draft and subsequent policy choices and provide direction to staff on the item at the next meeting.

BACKGROUND

As part of the Phase 3 Envision Heber Code Update, the Planning Commission is reviewing the entire Code and Subdivision Ordinance. As part of that process the Affordable Housing, 18.102 chapter is being updated and coordinated with goals of the Envision Heber 2050 General Plan.

The Planning Commission discussed this item at the October 11, 2022 work session. It was discussed that the policy piece regarding adding a commercial development workforce housing component was premature until alternatives could be studied and the Council provide direction to address workforce housing. At the October 25, 2022, meeting the Commission held a public hearing on the item and forwarded a positive recommendation to the City Council. The Commission asked that the Council consider updating the fee in lieu provisions of the current ordinance and discuss the option of including a workforce housing component in the affordable housing regulations.

At the January 17, 2023, City Council work session the council discussed the three major policy issues around the proposed update. The three issues centered on the concept of workforce housing, additional incentives to developers in order to undertake the policy and the issue of updating the in lieu fees.

At the March 21st meeting the Council revisited the topic and directed staff to make revisions to the draft as reflected in the proposed draft below.

18.102 Affordable Housing

In 2021, the Utah State legislature passed HB 462, requiring cities to update the Moderate Income Housing Plan (MIHP) with implementation measures. In 2021 the Legislature also

passed HB 303 which revised the inclusionary zoning provisions for municipalities. Ordinance No. 2022-21 was passed by Heber City earlier this year that satisfied the requirements of HB 462. To comply with HB303 the current requirement in this title, 18.102, that requires 10% of units in new residential development to be affordable must be changed. This provision is referred to as inclusionary zoning.

The State Law now only allows inclusionary zoning if the municipality and the applicant enter into a written agreement regarding the number of moderate-income housing units or the municipality provides incentives for an applicant who agrees to include moderate income housing units in a development. Written agreements, usually called “development agreements”, generally happen when a zoning proposal is being processed or an annexation.

USC 10-9a-535. Moderate income housing.

A municipality may only require the development of a certain number of moderate income housing units as a condition of approval of a land use application if: (a) the municipality and the applicant enter into a written agreement regarding the number of moderate income housing units; or (b) the municipality provides incentives for an applicant who agrees to include moderate income housing units in a development.

If an applicant does not agree to participate in the development of moderate income housing units under Subsection (1)(a) or (b), a municipality may not take into consideration the applicant's decision in the municipality's determination of whether to approve or deny a land use application.

Notwithstanding Subsections (1) and (2), a municipality that imposes a resort community sales and use tax as described in Section 59-12-401, may require the development of a certain number of moderate-income housing units as a condition of approval of a land use application if the requirement is in accordance with an ordinance enacted by the municipality before January 1, 2022.

DISCUSSION

Affordable Housing Summary:

- Changes to Section 18.102.030 Applicability have been made to reflect the new State Law under HB 303 2022.

A. This ordinance applies to all residential development that contains 10 units or more residential units and that require a rezone or the use of an overlay, or any residential or mixed-use development where an existing zone allows higher densities by flexible criteria or incentives, or on a voluntary basis in the case of an existing single family detached housing or multi-family housing zone.

- Minor changes denoted in red text have also been made to clarify the ordinance with the City's current practices.

The following items were discussed at the March 21, 2023 Council work session.

Fee in Lieu Policy Questions:

1. Should item B. Fee in Lieu be still accepted?

2. Should the fee in lieu be only accepted under certain conditions.
3. Should the City be emphasizing actual construction and not a fee-in-lieu?
4. Should the in lieu fee be updated?

At the January 17, 2023 meeting the Council indicated that the in lieu fee provision should be included and updated. Staff recommends that the City look for assistance from professional housing organizations such as Mountainlands AOG or Mountainlands Housing for their expertise in updating the in lieu fee amount to reflect more current market conditions.

At the March 21st meeting the Council opted to keep the language that has been in place and to seek specific help in updating this section of the code to reflect current market practices. No changes have been made in the proposed draft.

18.102.050 and 18.102.050 Incentives

Policy Question: Should additional incentives be considered in this section? Such as parking waiver, fee waiver, expedited process, etc....

At the January 17, 2023 meeting the Council indicated that the on item #1 they wanted to add the North Village overlay standards to that section. That has been done in the proposed ordinance below.

For item #2 the Council was in favor of height incentive in in the commercial zones and perhaps the R2-R3 zones as the areas redevelops. Parking reductions should be considered only near transit hubs. Staff recommends that this section include additional incentives and that as the Council undergoes the downtown study that the make decision on this matter and update this code when that process concludes. No changes have been made a this time to the proposed update.

At the March 21st meeting the Council directed staff to reword the current specific incentive language that existed in the code prior to State law changes and make the list read as a broad list to be used as guidelines in each specific unique negotiation on affordable housing applications.

FISCAL IMPACT

N/A

CONCLUSION

Discuss at Work Session and direct staff as to next step.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

1. Continue item for discussion with direction for staff on policy items.

2. Direct staff to prepare a final ordinance for adoption on a future date.

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2023-20 Affordable Housing

ORDINANCE NO. 2023-20

AN ORDINANCE AMENDING AND UPDATING CHAPTER 18.102 AFFORDABLE HOUSING OF THE HEBER CITY CODE

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, that Chapter 18.102 Affordable Housing is hereby Amended and Adopted to read as follows:

18.102 Affordable Housing

18.102.010	Findings
18.102.020	Purpose
18.102.030	Applicability
18.102.040	Incentives For Construction of Affordable Units
18.102.050	Affordable Housing Development Agreement
18.102.060	Fee-In-Lieu
18.102.070	Severability
18.102.080	Enforcement
18.102.090	Definitions
18.102.100S	Related Provisions

18.102.010 Findings

- A. Heber City has adopted a Moderate Income Housing Element of the General Plan as required by Utah State Code, which looks at the estimated existing supply, the estimated five year need for moderate income housing, a survey and evaluation of zoning's effect on affordable housing, and a description of Heber's programs to encourage an adequate supply of affordable housing;
- B. The Moderate Income Housing Element of the General Plan shows that there is a continuing shortage of affordable housing in the City, which is detrimental to the public health, safety and welfare, as it contributes to overcrowded and substandard conditions for lower-income families, and the inability of businesses to find and retain a quality labor supply;
- C. A Nexus Study performed for the valley, an exhibit to the Moderate Income Housing Element of the General Plan, shows that new development which does not include or provide for affordable housing serves to aggravate the current affordable housing shortage, by reducing the supply of residential land available for affordable housing development, and creating larger numbers of service oriented, low-paying jobs, creating a greater demand for affordable housing by increasing the numbers of lower wage earners;
- D. A requirement for at least ten percent (10%) of all new residential units being created as affordable housing units is strongly recommended to implement the Goals and Policies of the Moderate Income Housing Element of the General Plan;
- E. A Needs Assessment performed for the valley, an exhibit to the Moderate Income Housing Element of the General Plan, shows that a Fee-in-Lieu may be assessed as an alternative to providing onsite affordable housing; and
- F. Costs for implementing the requirement to contribute to affordable housing can be offset by allowing reasonable development incentives.

18.102.020 Purpose

The purposes of this Chapter 18.102 is to:

- A. Ensure that all new residential development provides a range of housing opportunities for all identifiable economic segments of the population, including households of low and moderate income;
- B. Focus affordable housing efforts on monitoring the need and providing opportunity for low to moderate income families to obtain housing that meets their needs and not focus merely on building low income units;
- C. Provide a variety of housing types for our elderly or senior citizens including assisted care, independent care, and targeted senior retirement communities;
- D. Recognize the need for special target groups for affordable housing, namely: families in crisis; handicapped and other special need groups;
- E. Allow alternatives to onsite construction in order to provide a special use deemed necessary and appropriate to accomplish the purposes of affordable housing.

18.102.030 Applicability

- A. This Chapter applies to any residential development that contains 10 or more residential units and requires a rezone or the use of an overlay zone; any residential or mixed use development where an existing zone allows higher densities by flexible criteria or incentives; or on a voluntary basis in the case of an existing single family detached housing or multi-family zone.
- B. This chapter does not apply to:
 - 1. Any development that, after having performed an impact study which has been reviewed and approved by the City Council, at the expense of the development, can show there is no rational nexus or rough proportionality between the requirements of this chapter and the impacts of the development. If such impact study is to be performed, it must be completed and approved prior to receipt of preliminary approval of such development; and
 - 2. Federal, State, or Local Governmental Agencies and Non-Profit Housing agencies constructing price restricted affordable housing.

18.102.040 Incentives for Construction of Affordable Units

At the request of an applicant, the City Council may permit one or more of the following incentives for a development which is required to provide affordable housing, a Fee-in-Lieu, or other acceptable alternatives as negotiated.

Affordable housing units should be located within the development project site to allow for a blending of such units with market rate units as a first preference.

The size, appearance, materials and finished quality of affordable units shall be reasonably consistent with the design of other residential units in the development.

18.102.050 Affordable Housing Development Agreement

- A. An Affordable Housing Plan shall be required for all residential developments that are subject to this Chapter. This plan shall be incorporated into a Development Agreement as directed by the Heber City Attorney.
- B. The Affordable Housing Development Plan shall contain, at a minimum, the following information concerning the development, and shall be submitted no later than preliminary approval.
- C. Additional incentives for onsite construction include the following:
 - 1. Affordable units within a single-family detached dwelling subdivision may be built as attached units, provided the developer demonstrates the proposed buildings are compatible in height, size and yard requirements as surrounding lots, and the negative impacts for substantial differences in those features are mitigated with fence and landscape screening, architectural treatments, and site planning as demonstrated by submitted site plan, landscaping plan and building elevations. Attached housing within a single family detached dwelling subdivision shall be designed for owner

- occupancy with long term deed restrictions to preserve affordability as a first preference. If rental units are proposed they shall also be restricted to 80% of AMI or below.
2. Front Setbacks may be reduced to 20 feet from the front property line and reduced to 10 feet for alley loaded units.
 - a. Side setbacks may be reduced by 30 percent.
 - b. Rear setbacks may be reduced by 30 percent.
 3. The building permit fee (not including connection fees or impact fees), to the extent permitted by law, may be waived for the affordable units.
 4. The minimum lot width, lot area, height and open space required within a development may be reduced or increased by a proportionate amount to accommodate bonus density units.
 5. Reduction in parking standards for project in a half mile proximity to public transportation facilities.
 6. Expedited permit review of affordable housing unit projects.
 - D. The affordable housing units should be built concurrently with market-rate units.
 - E. Affordable housing units should provide a mix of number of bedrooms in the affordable dwelling units in response to affordable housing demands.
 - F. Affordable rental units and affordable owner occupied units shall be deed restricted and affordable to the designated income group in perpetuity. Actual rents and prices to be charged and later increases shall be determined in an Affordable Housing Agreement as approved by the City Council and to be entered into prior to receiving final approval on any project.
 - G. If on site construction is not feasible as determined by the City and the applicant then acceptable alternatives shall be of equal or greater value to the required Fee-in- Lieu for the development and may include the following:
 1. Acquisition and rehabilitation of affordable housing units;
 2. Construction of affordable housing units off-site;
 3. Conversion of existing market-rate units to affordable units with deed restrictions;
 4. Construction of special needs projects or shelters in partnership with Wasatch County;
 5. Dedication of land for future development;
 - H. The following information concerning the development shall be submitted no later than preliminary approval:
 1. A calculation of the number of units permitted by the underlying zone.
 2. The need and request for specific incentives offered by this Chapter.
 3. If a fee in lieu is approved a written appraisal by an Master Appraisal Institute (MAI) Certified Appraiser, who is either 1) mutually agreed upon between the petitioner for development and Heber City, or 2) hired by the city and paid for by the petitioner for development, estimating the retail value of the developed residential component of the project. The city may require, in lieu of the appraisal, a submittal of a copy of the development appraisal used for financing approval of the development.
 4. For construction of affordable housing units, include the following:
 - a. The total number of units proposed in the project;
 - b. The average selling price of a unit for each of the phases of the development;
 - c. The number of affordable units proposed;
 - d. The square footage, calculated ERU's and numbers of bedrooms,
 - e. The proposed location of the units;
 - f. The schedule for production of dwelling units, both affordable and market rate;
 - g. The method of deed restriction for preservation of the units and monitoring agency;
 - h. Production cost associated with dwelling construction;
 - i. Appraisals for units;
 - j. Providing copies of plans for such units;
 - k. Security posted or to be posted prior to recording of final plat, for building of units, if construction of such units will not take place at the same time as the market rate units in a proportionate manner.
 5. Letter of Recommendation from the City's Community Development staff.
 6. If a Fee-in-Lieu will be used, a calculation of the amount of the Fee-in-Lieu and the proposed

payment method and timing of the Fee-in-Lieu. The fee shall normally be paid in cash prior to recording of the subdivision plat, or prior to issuance of a building permit for multifamily residential developments or if a plat is not required. All lot contributions shall occur simultaneously with the recording of the subdivision plat. A multi-phased development may pay the Fee-in-Lieu as each phase is developed. The city may consider accepting the Fee-in-Lieu in payments provided:

- a. At least 50% of the Fee-in-Lieu is paid as cash prior to recording of the subdivision plat or prior to issuance of a building permit for multifamily residential developments or if a plat is not required; and
 - b. Any remaining amount of the Fee-in-Lieu shall be paid upon completion or issuance of a Certificate of Occupancy (for multifamily, apartments, PUDS, etc.), or upon subdivision acceptance by Heber City.
7. Prior to the recording of a subdivision plat, or prior to the issuance of a building permit for multifamily residential developments or if a plat is not required, the applicant shall have entered into a Development Agreement with Heber City. The Development Agreement shall set forth the commitments and obligations of Heber City and the applicant, including, as necessary, Fee-in-Lieu payment plan, construction details, lot dedications if applicable, etc., and approved bonus density units and incentives.
 8. If a developer intends to build his required amount of affordable housing units at a time which is not concurrent with the building of the market rate units, and a later construction schedule is agreed upon as part of the development approval process (not to exceed one year), a bond or other financial assurance equal to 100% of the current Fee-in-Lieu, shall be placed with Heber City to ensure the building of the affordable housing units within the time agreed upon or one year from final approval, whichever is sooner.
 9. Details how qualified applicants will be selected with first preference given to public service employees employed within Wasatch County, including municipal, county, school district, state and federal employees. Second preference shall be given to applicants who have been residents of Wasatch County for at least one year prior to application. Third preference shall be given to applicants who reside elsewhere but are employed full-time in Wasatch County. Fourth preference shall be given to applicants who neither work nor live in Wasatch County.

18.102.080 Fee-In-Lieu

The Fee-in-Lieu amount is determined by the subsidy needed to make a market rate unit affordable to a low-income household. This subsidy shall be based upon a determination of the average subsidy that would be required to make a typical new starter home consisting of three Bedrooms/two baths affordable to a family earning 80% of the median gross income of the metropolitan statistical area for households of the same size. To ensure proportionality to each development, the Fee-in-Lieu is determined as follows:

- A. For developments with detached single-family lots, the Fee-in-Lieu shall be calculated as 6% (six percent) of the value of the subdivision lots as determined by a written appraisal by an MAI Certified Appraiser.
- B. For all other residential developments, the Fee-in-Lieu shall be calculated as 3% (three percent) of the value of the development as determined by a written appraisal by an MAI Certified Appraiser.
- C. The Fee-in-Lieu shall be adjusted to current market conditions for developments that have not recorded or have not been constructed within 2 years of approval. It is the responsibility of the developer to submit an updated appraisal of the development value to determine the updated Fee-in-Lieu.
- D. Heber City and/or the Wasatch County Housing Authority reserves the right to obtain and utilize a second opinion from an Appraiser or Qualified Real Estate Professional to determine the development value used to calculate the Fee-in-Lieu.
- E. All Fees-in-Lieu shall be deposited in a Housing Trust Fund. Said fund shall be administered by the Wasatch County Housing Authority and shall be used for the purpose of providing funding assistance for the provision of affordable housing of both for rent and for sale units, the alternatives approved under Section 18.102.040 C. of this ordinance, and reasonable costs of administration consistent with the policies and programs of the Wasatch County Housing Authority.

- F. Affordable Housing Alternatives shall be of a value not less the amount that would have been paid as the Fee-in-Lieu. Title to all dedicated lots shall be unencumbered, including being clear of all taxes and liens, all such being paid and cleared. All dedicated lots shall be buildable, being of sufficient size and shape to accommodate at least the minimum sized home permitted by the zoning ordinance, plus accommodate required parking spaces and setbacks.

18.102.090 Severability

If any of the provisions of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of this Chapter and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

18.102.100 Enforcement

- A. The provisions of this Chapter shall apply to all developers for which are required to provide affordable housing, and their agents, successors and assigns, unless an impact study performed has been performed and approved.
- B. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Chapter, including but not limited to actions to revoke, deny or suspend a permit or development approval.
- C. It shall be a class "B" misdemeanor for any individual or entity to sell or rent a restricted affordable housing unit for a sum in excess of the affordable housing rate set forth in the affordable housing agreement governing that unit. Excess proceeds of an unlawful sale or unlawful rental shall be forfeited shall be paid to the Wasatch County Housing Authority Trust Fund.
- D. The City may withhold the issuance of permits or other permissible regulatory authority in the enforcement of this Chapter.

18.102.110 Definitions

The following words shall have the described meaning when used in this Chapter. If any words are used in this Chapter are not defined herein, the definitions contained in Chapter 18.08 shall control. In the event of a conflict between Chapter 18.08 and this section, this section shall control. If there is no definition contained in either this section or Chapter 18.08 the ordinary meaning contained in the dictionary shall be the meaning intended unless a contrary meaning is apparent from the context of the word.

- A. "Affordable" means housing that costs no more than thirty percent (30%) of a household's income.
- B. "Affordable Housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the metropolitan statistical area for households of the same size. Such housing cannot cost more than 30% of a household's income.
- C. "Affordable Housing Agreement" means a legally binding agreement between a Developer and Heber City and the Wasatch County Housing Authority which ensures that the requirements of this Chapter are satisfied.
- D. "Allowable Housing Expense" means the total monthly or annual recurring expenses required of a household to obtain shelter. These expenses include loan principal and interest, property and mortgage insurance, property taxes, homeowner's association dues, etc. unit only, this amount would include the cost of obtaining basic public utility services.
- E. "Affordable Housing Unit" means a dwelling unit that will be offered for rent or sale exclusively to, and which shall be affordable to, lower-income households as required by this Chapter.
- F. "Base Residential Units" means the number of lots or equivalent residential units associated with each development from which are calculated the number of affordable units to be provided or the amount of the fee-in-lieu to be paid.
- G. "Conversion" means the change of status of a dwelling unit from a purchased unit to a rental unit or vice

versa.

- H. "Equivalent Residential Unit (aka ERU)" means one residential ERU is equivalent to one dwelling unit.
- I. "Financial Assistance" means assistance to include, but not be limited to, the subsidization of fees, infrastructure, land costs, or construction costs, the use of Community Development Block Grant (CDBG) Funds, down payment assistance, interest buy-downs, or the provision of other direct financial aid or other monetary compensation, by Heber City or the Wasatch County Housing Authority.
- J. "Low Income" means eighty percent (80%) or less of median family income for Wasatch County.
- K. "Market Rate Unit" means a dwelling unit where the rental rate or sales price is not restricted by requirements imposed by local, state or federal affordable housing programs.
- L. "Moderate Income" means 81 % to 120% of median family income for Wasatch County.
- M. "Qualified Applicants" means applicants for Low-Income units must make 80% or less than median family income for Wasatch County. Applicants for Moderate- Income units must make between 81% and 120% of median family income for Wasatch County. If all other requirements are equal.

18.102.120 Related Provisions

- Chapter 18.12 Administration

Heber City Council Staff Report



MEETING DATE: 8/1/2023

SUBJECT: Authorize staff to negotiate and enter into an agreement with Centricity for Cityworks AMS and PLL Implementation Services in an amount not to exceed \$218,000.

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Community & Economic Development
Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval to negotiate and enter into an agreement with Centricity to provide Cityworks Implementation Services for both the PLL (Permitting, Licensing, Land) and AMS (Asset Management) solutions.

RECOMMENDATION

Approve and authorize staff to negotiate and enter into an agreement with Centricity to provide Cityworks AMS and PLL Implementation Services in an amount not to exceed \$218,000.

BACKGROUND

Over the past few years, staff has been researching potential software solutions with the capability of streamlining City approval processes and consolidating many of the software programs we are currently using into one solution. Many solutions were researched online with live demonstrations provided by Cityworks, CentralSquare Technologies, Novotx, and others. In addition, staff researched additional modules and expansion possibilities of existing software solutions including MyCityInspector, Civic Review, and iWorQ to see if they could be leveraged further to meet our needs.

Following our research, Cityworks was selected as the solution that best met the needs of the City. Some of the major reasons for selection include:

- Single Solution Capable of Meeting Needs for Planning, Engineering, Public Works, and Building Departments
- Industry Leader for Asset Management Solutions
- Customizable to match City Processes
- Integration with ESRI GIS Data & Solutions
- Powerful Dashboard and Reporting Capabilities
- Simple Tracking of Development Projects from Concept to Construction and Warranty
- Cloud Based Solution

- Online Public Portal

Heber City has previously purchased the Cityworks software licenses and has access which began in FY23/24. Heber City also already uses ESRI GIS software and purchases/renews licenses each year for Planning, Engineering, and Public Works staff.

Additional ESRI licenses will be required for full Cityworks implementation.

Because Cityworks is largely customizable, helping to ensure it will match our processes and needs, implementation services are required to set up the interface, program our application types and processes, interface with our GIS and other software solutions, and migrate our existing data into the new system.

Earlier this year, Heber City advertised an RFP for Cityworks Implementation Services. Proposals were due on June 22, 2023. Two proposals (from Centricity and KCI) were received and evaluated by the City Selection Team consisting of employees from Planning, Engineering, Public Works, and IT Departments. The team unanimously selected Centricity as the winning proposal.

DISCUSSION

Over the past few years, the City has set up a number of customer feedback meetings. We have invited contractors, developers, and engineers to come and provide feedback to City staff regarding how we are doing and where improvements could be made. We have received consistent feedback that our processes are hard to follow and the software programs we use are confusing and not user-friendly. There have been specific requests for one consistent program across our departments instead of multiple programs. Moving forward with Cityworks Implementation will help the City address the concerns and requests of our customers.

FISCAL IMPACT

In FY22/23, the City budgeted \$200,000 for GIS/Cityworks Enhancements. It was originally intended to start the project earlier in 2023 and get a majority of it completed. An additional \$125,000 has been included in the FY23/24 budget with the intention of finishing out the Cityworks Implementation project. Unfortunately, we were not able to get started as early as hoped and implementation will now take place mostly in FY23/24. If this item is approved, a budget amendment will be needed to roll forward unused funds from FY22/23.

The Cityworks License Fee for FY23/24 is \$49,500.

The Proposed Fee from the Centricity Implementation Proposal is \$218,000.

ESRI Licensing Fees for FY34/24 are Estimated at \$10,500.

Total Estimated Investment = \$278,000.

It should be understood that the implementation fee is a one time up front cost. Costs in future years will be much less and will include annual software licensing fees and any additional potential future enhancements requested by the City. In addition, these costs will be offset in the future by elimination of software fees for iWorQ, CivicReview, Mycityinspector, and existing ESRI licensing fees.

CONCLUSION

Moving forward with the implementation of Cityworks is expected to improve the level of service provided to our customers and improve the efficiency of City staff.

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: Russell Funk

EXHIBITS

1. Heber City Implementation RFP
2. Heber City Addendum to RFP
3. Centricity Proposal
4. Centricity Fee Proposal

HEBER CITY
REQUEST FOR COST PROPOSALS



**HEBER CITY CITYWORKS AMS & PLL – IMPLEMENTATION CONTRACT
PREPARATION, IMPLEMENTATION MANAGEMENT**

Heber City is soliciting Cost Proposals from qualified Cityworks Implementation Partners with the expertise necessary to assist the City with the Programming and Implementation of our Cityworks Program, by providing Strategic Planning, System implementation and integration, Project Management, and Complete Programming.

Interested firms should submit a cost proposal to Heber City, 75 North Main, Heber, UT 84032. Cost proposals will be received until 3:00 pm on Thursday, June 22nd, 2023. Cost proposals submitted after this deadline will remain unopened and will not be considered.

Selection of the successful firm will be based upon the criteria listed in Section VI, including qualifications and previous relevant experience of the submitting firms as well as proposed compensation structure and fee schedule. Heber City reserves the right to negotiate directly with the firm selected for related project work.

I. BACKGROUND INFORMATION & ANTICIPATED PROJECTS

Heber City is seeking the services of a qualified consultant with experience and expertise with design, developing, integrating, modifying and implementation of existing workflow process / services for our PLL (Permitting, licensing, and land management) and AMS (Assets Management) Cityworks Programs. Our Divisions are Planning, Engineering, Building, Business Licensing and Public Works. The services to be provided should include at a minimum, the following requirements and specifications below; but not limited to:

- Configuration of Cityworks Online
- Data Collection, Extraction, Migration, Mapping and Transformation
- Field and Mobile Application Selection
- Project Management
- Role and/or user-based logons that providing stakeholder access to those functions and data required by their position within the City, or as an external applicant or stakeholder;
- Intuitive user interface that streamlines business process flows;
- Ability to create, process, and manage land development processes including applications for building, electrical, mechanical, plumbing, sign permits, site plan, subdivision, and other land use applications, as well as other types of permits controlled by Development;
- Ability to upload to the city and make available from the city electronic plans/documents;
- Ability to create, schedule, process, and review inspections and results or reports;

HEBER CITY
REQUEST FOR COST PROPOSALS



- Ability to maintain a list of contractors and other stakeholders who will be utilizing the system. System for maintaining fee balances and payment processing;
- Ability to create and process workflows from application submission to Certificate of Occupancy issuance;
- Ability to maintain inspection records for properties in the city that require inspection reporting and perform field inspections with an ipad offline and online;
- Ability to review plans from the field through system
- Ability to track compliance to regulations concerning building codes, zoning, property maintenance, erosion and sediment control, storm water, and utility concerns;
- Program should be compliant with all local, state, and federal regulations concerning the above processes;
- Integration with Microsoft Office programs and email applications for enhanced communications.
- Ability to develop, operate, maintain and potentially disposing assets in a cost-effective manner.
- Electronic submittal processing and review capabilities for reduced paper dependency;
- Portal for web and mobile access to required information;
- Online payments platforms; including major credit cards and Xpress Bill Pay;
- Mobile devices for Inspectors and code enforcement officers;
- User friendly;
- Mobile Application
- Automated alerts/notifications;
- Ability to create Ad-hoc reporting;
- Property/parcel/address management;
- Capable of attaching notes/files/pictures;
- Maintain records of complaints, inspections, violation notices, and other field enforcement activities;
- Provide service-level agreement with guarantees and financial penalties for down-time;
- Vendor should provide technical support during the project until completion of route optimization;
- Provide system setup and operational use training. Cost related for this training should be based upon 10-business days of training. It is the City's preference to have this training on an On-site basis. Vendors are encouraged to provide costs for both On-Site and Web-based training.
- Must convert data and history from current system: planning applicants, building projects, business licenses, dog license, work orders, maintenance records, etc.
 - Civic Review
 - CityInspect (mycityinspector)
 - iWorQ
 - Pelorus Methods
- Testing – Unit testing, systems testing and acceptance testing support
- Vendor and Technical Support: must have customer service centers located in the United States or Canada. Customer Service Agents must be fluent in the English

HEBER CITY REQUEST FOR COST PROPOSALS	
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language. They must be available Monday thru Friday from 8am to 5pm Mountain Time.

(GIS functionality)

- The proposed system should be able to integrate with web maps and hosted feature services using the City's ArcGIS Online portal.
- Direct integration with hosted feature layers and hosted feature layer views is required.
- The system should support multiple hosted feature services. It should be flexible and scalable meeting the demands of City department use.
- Experience in a variety of Environmental Systems Research Institute (Esri) integration methods and solutions.
- The proposed system should detail avenues for integrations in the City's asset management system (Cityworks).
- The systems integration of GIS should have the capability of automatically pulling additional information from the City's ArcGIS Online portal Such as Zoning and special assessment districts for use in permits/cases.

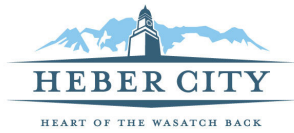
REPORTING

Heber City Reporting: needs to regularly get information related to the services being performed. The reporting should provide opportunities to see data results both in tabular form and in map form. These reports may include but are not limited to:

- Dashboards
- Report Development and Production
- Quick search functions
- Efficient, simple and customizable retrieval of data from a single system by many different departments.
- Status of system maintenance:
- Work completed detail and status
- Work order management reports
- Amount of work performed; year-to-date
 - Days spent on each work order
 - Summary of effort by area
- Map reporting
 - View map showing progress of work orders. Example: sewer lines cleaned, displayed by ESRI specified date range.
 - View map showing lines colored by work order attributes. Examples: open work orders, work orders completed recently, etc.

PRELIMINARY WORK FLOWS

HEBER CITY REQUEST FOR COST PROPOSALS	
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To assist firms with their understanding of the scope of work anticipated, Heber City has included information on many of our current workflows as an attachment to this RFP. Firms should not anticipate the workflows are final, nor base proposals on matching these work flows exactly. It shall be clearly understood that these work flows do not include all necessary steps to be programmed/included and that the City anticipates working through all of our workflows with the selected firm to improve upon existing processes.

II. FORMAT & CONTENT

Proposals shall contain the required information discussed below, in the general order listed, not exceeding fifteen (15) pages in length with no pages being larger than standard letter size (8½x11 inches).

- A. Cover page (not included in the page count) with title of project, date submitted, submitting firm name, key contact, address, phone number, and email address.
- B. Table of contents (not included in page count, only TOC information will be allowed on this page).
- C. Executive summary.
- D. Understanding of proposed project, including related issues and processes.
- E. Firm qualifications, including:
 - Specific related projects. Each project listed must include the following information:
 - Title and scope of the related project.
 - Staff proposed for this project who worked on the similar project.
 - Description of the project emphasizing elements related to this project.
 - Project client reference who was involved with the project.
 - Related services and capabilities of your firm.
 - Insurance
- F. Key personnel qualifications, including:
 - Name, project role, education, and years of experience.
 - Brief summary of experience doing the proposed duties assigned with this project.
 - Detailed resumes of team members may be added as an Appendix to the Proposal (not included in page count).
- G. Approach to work:

HEBER CITY
REQUEST FOR COST PROPOSALS



- Describe your approach to the project.
- Include a sample scope of work including key tasks, milestones, personnel involved, etc.
- Include a sample schedule for project completion.
- Describe the firm's project management approach and techniques.

H. Proposed Compensation Structure and Fee Schedule

- Provide a **separately-sealed** cost proposal, including an outline and description of proposed fees for the project.
- Provide a copy of a proposed fee schedule with rates for all of the personnel anticipated to work on the project.

I. Client Satisfaction & References:

- List 3 current applicable references with contact information.
- List any awards or recognitions related to client satisfaction.

III. SCHEDULE

A. Cost Proposal

- | | |
|----------------------------------|--------------------------|
| 1. Cost Proposal Due Date | 3:00 pm on June 22, 2023 |
| 2. Selection Committee Ranking | June 29, 2023 |
| 3. Oral Interviews (if needed) | By July 13, 2023 |
| 4. Anticipated Award of Contract | August 1, 2023 |

IV. ADDITIONAL INFORMATION

Heber City specifically requests that all interested parties limit all contact and questions regarding this Request for Proposals (RFP) to email communications forwarded to the contact and email listed below. All questions must be received no later than 5:00 pm local time, on Thursday, June 15, 2023. It is the intent of the Heber City to respond to all appropriate questions. However, the City reserves the right to decline to respond to any questions. It is anticipated that all relevant answers to questions will be shared with all known interested parties. Informing the City of interest in this RFP is the responsibility of interested firms.

RFP Point of Contact: Russ Funk – rfunk@heberut.gov

V. SUBMISSION

- A. Cost proposals must be received by mail or by delivery to the Heber City, 75 North Main, Heber City, UT 84032 by 3:00 pm on Thursday, June 22, 2023. Proposals received after 3:00 pm will not be considered.

HEBER CITY
REQUEST FOR COST PROPOSALS



- B. Applicants must submit eight hard (8) copies of the complete cost proposal and one electronic copy in PDF format.

VI. EVALUATION AND SELECTION

The evaluation committee may consist of: the City Manager, City Planning, Engineering, Public Works and IT Staff. Selection of the successful firm will be based on the firm's capabilities, qualifications, experience, and project understanding and approach. The City will evaluate each cost proposal and then award a contract based on the individual and comparative merits of each of the cost proposals received. It is the responsibility of the consultant to ensure that the cost proposal complies with this RFP and provides the information requested herein. If the consultant fails to provide any information requested in this RFP, such failure may result in either a lowered evaluation score or disqualification of the cost proposal. The evaluation criteria shall be as follows:

- A. Project Understanding (20 points)
- B. Firm Qualifications & Experience (20 points)
- C. Key Personnel (20 points)
- D. Project Approach (15 points)
- E. Compensation Structure & Fee Schedule (15 points)
- F. Client Satisfaction & References (10 points)

After a review of the written cost proposals, the City may schedule oral interviews with the top-ranking firm.

Heber City reserves the right to reject all cost proposals, or to waive any irregularity, informality, or technicality in the proposals, if such is believed to be in the best interests of the City.

VII. WRITTEN AGREEMENT

The successful consultant will be requested to enter into a written agreement with Heber City in a form acceptable to the City and consultant. Heber City reserves the right to negotiate fees and services with the successful firm.

VIII. COST OF DEVELOPING PROPOSALS

All costs related to the preparation of the cost proposal, and any related activities, are the sole responsibility of the consultant. Heber City assumes no liability for any costs incurred by consultants throughout the entire selection process.

HEBER CITY REQUEST FOR COST PROPOSALS	
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IX. COST PROPOSAL OWNERSHIP

All cost proposals, including attachments, supplementary materials, rendering, sketches, addenda, etc., shall become the property of Heber City upon submission, and will not be returned to the submitting firm.

X. PLAN HOLDERS LIST

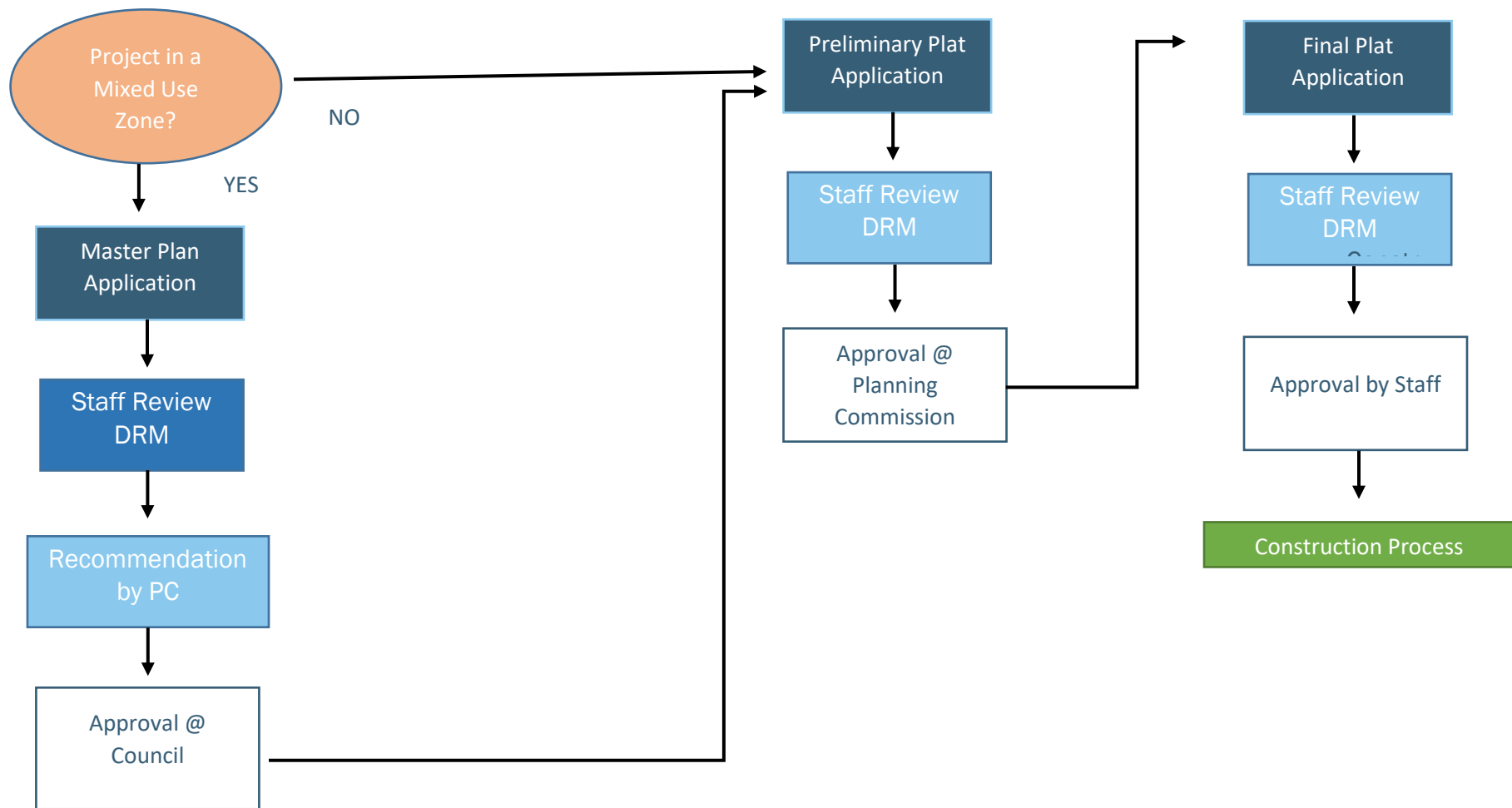
In order to receive notification of any updates or additional information relating to this RFP, all interested parties are encouraged to join the Online Plan Holders List by visiting the following page on Heber City's Website: <https://www.heberut.gov/cityworksrfp>

HEBER CITY
REQUEST FOR COST PROPOSALS



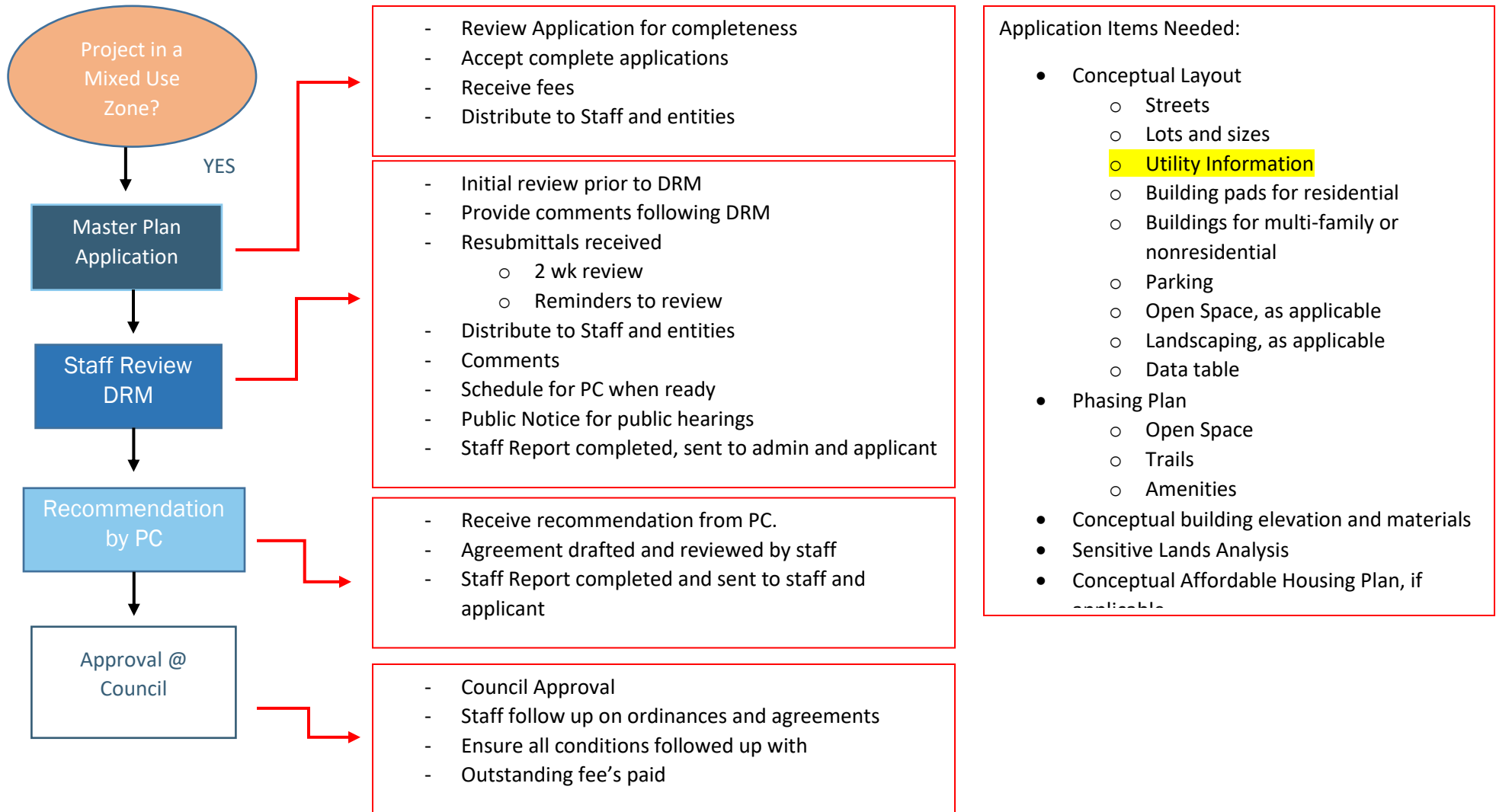
Attachment A - Workflows

Subdivision Approval Process



*Mixed Use Zones: COSZ (Clustered Open Space Zone), PC (Planned Community), PCMU (Planned Community Mixed Use), MURCZ (Mixed Use Residential Commercial Zone), NVOZ (North Village Overlay Zone), MC (Mountain Community)

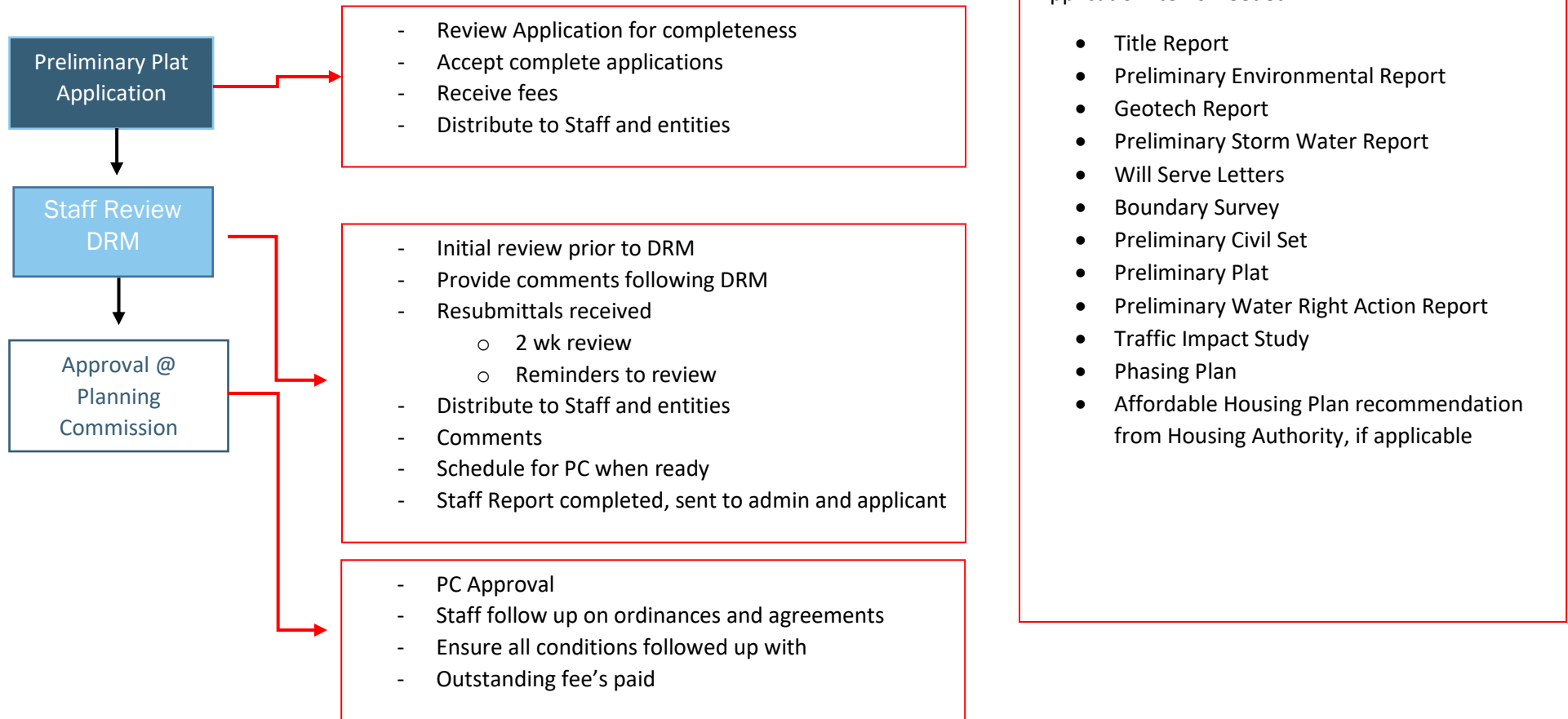
Master Plan Application Process



Black – Application Workflow

Red – Details of step in process

Preliminary Plat Application Process



Black – Application Workflow

Red – Details of step in process

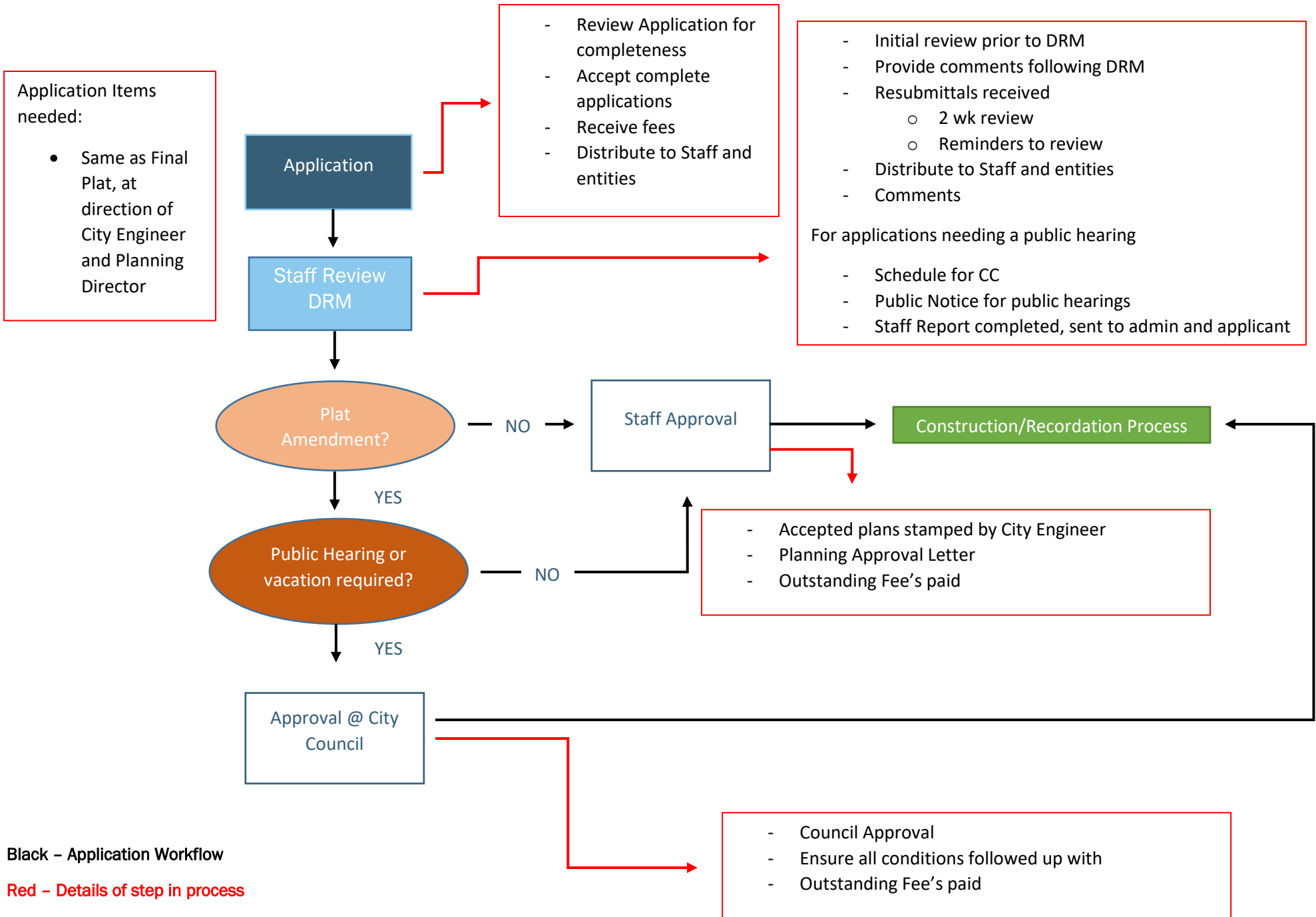
Final Plat Application Process



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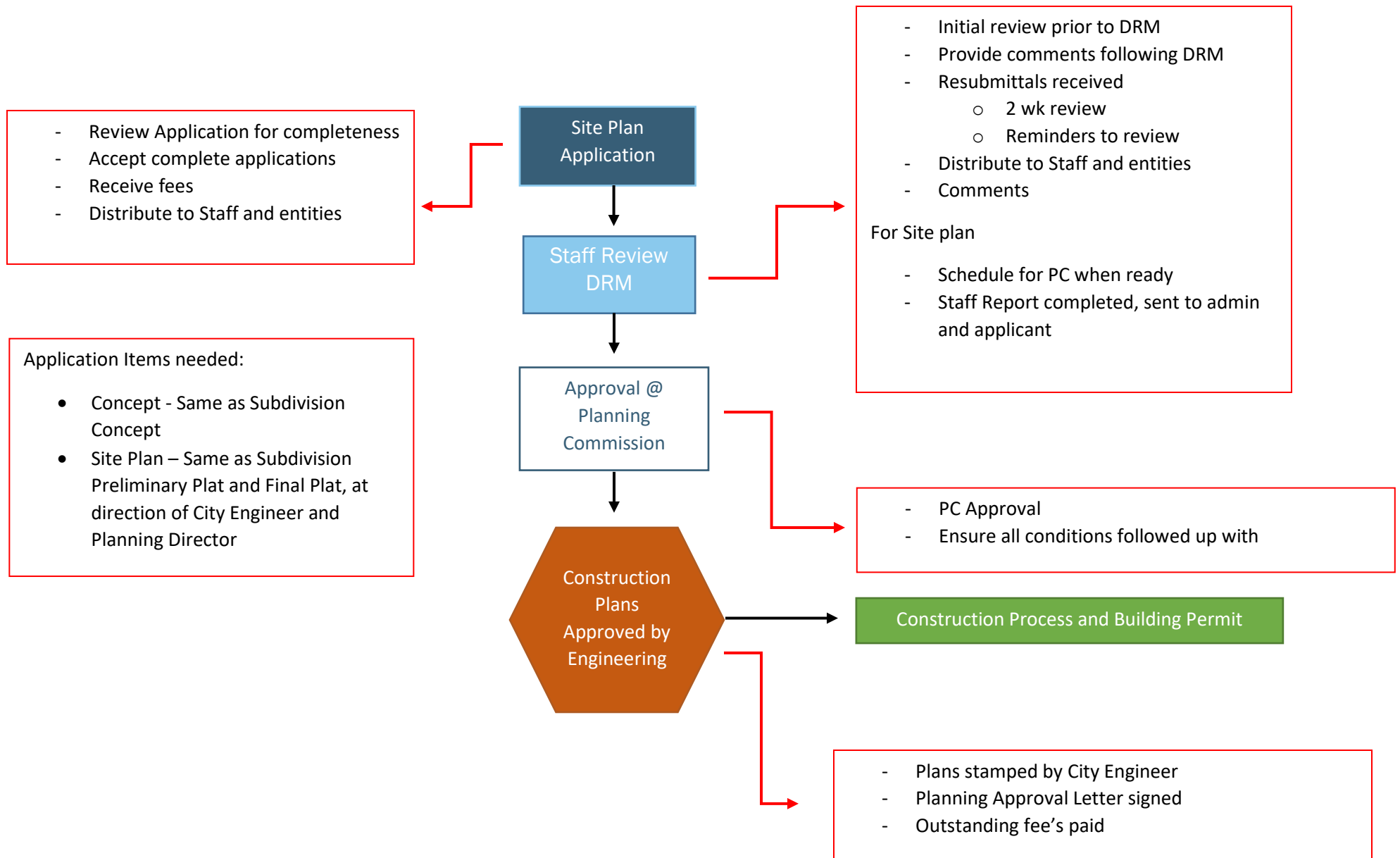
Plat Amendment, Lot Line Adjustment, Small Subdivision Process



Black – Application Workflow

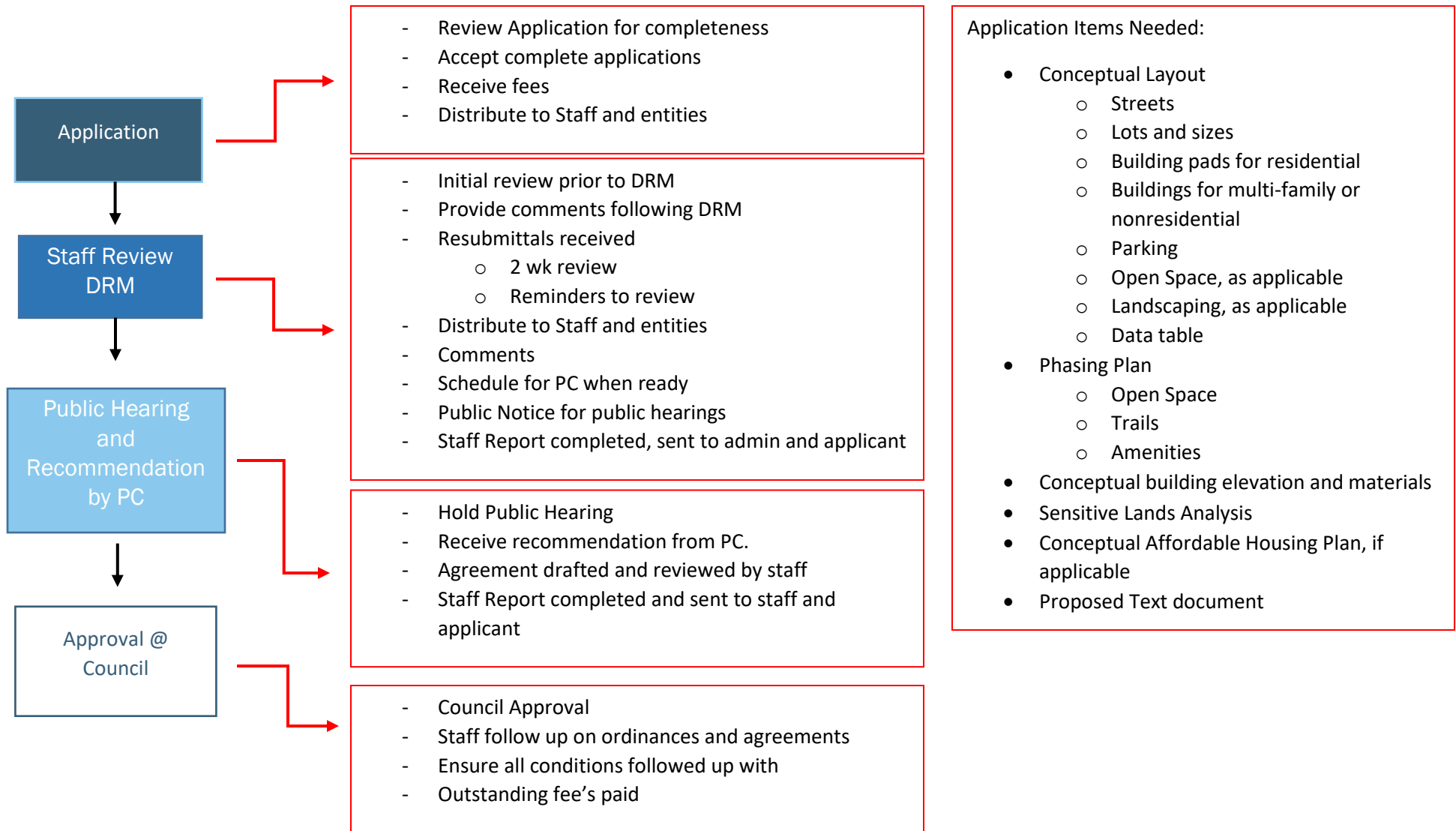
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Site Plan (Commercial) Approval Process



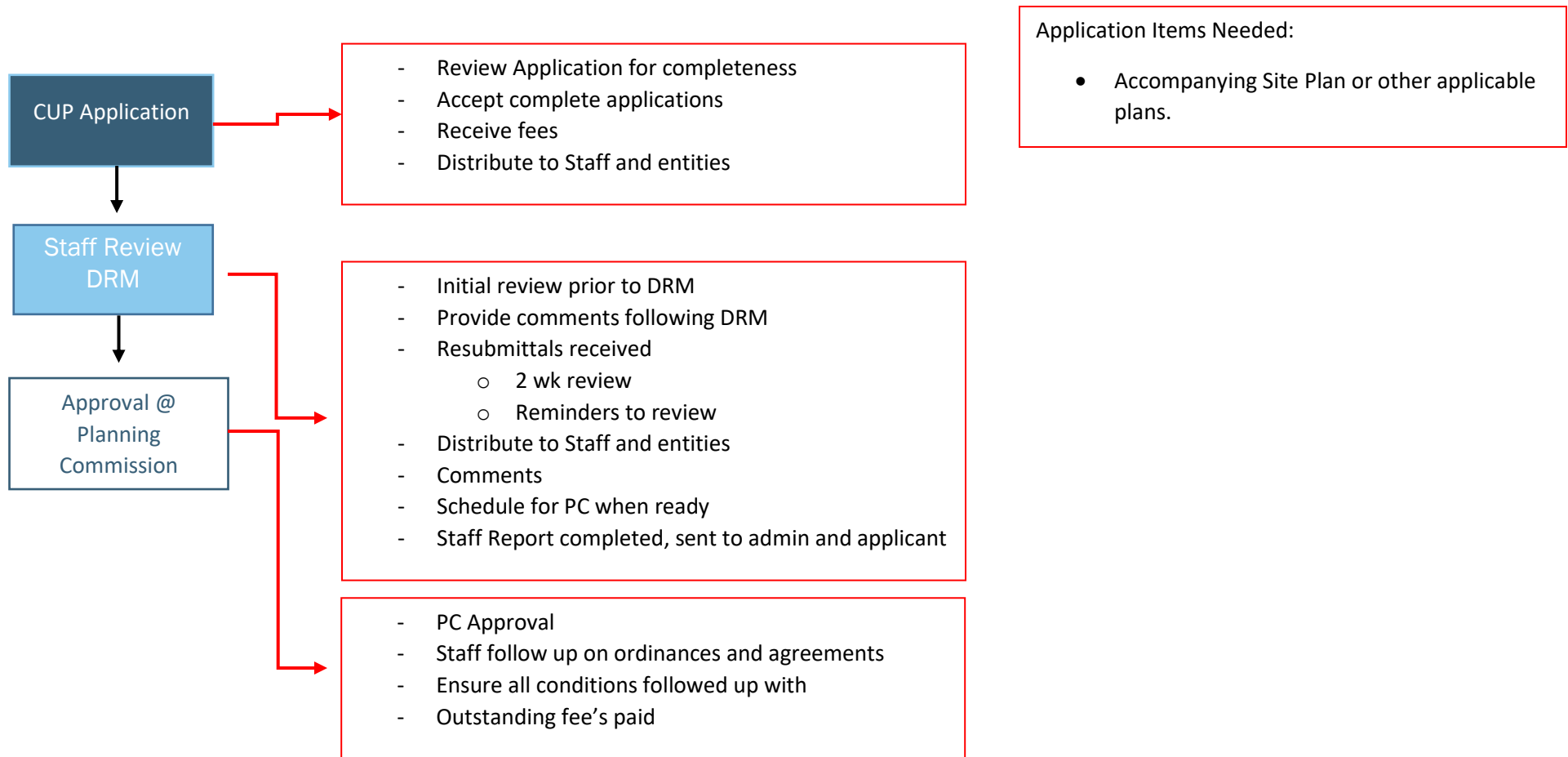
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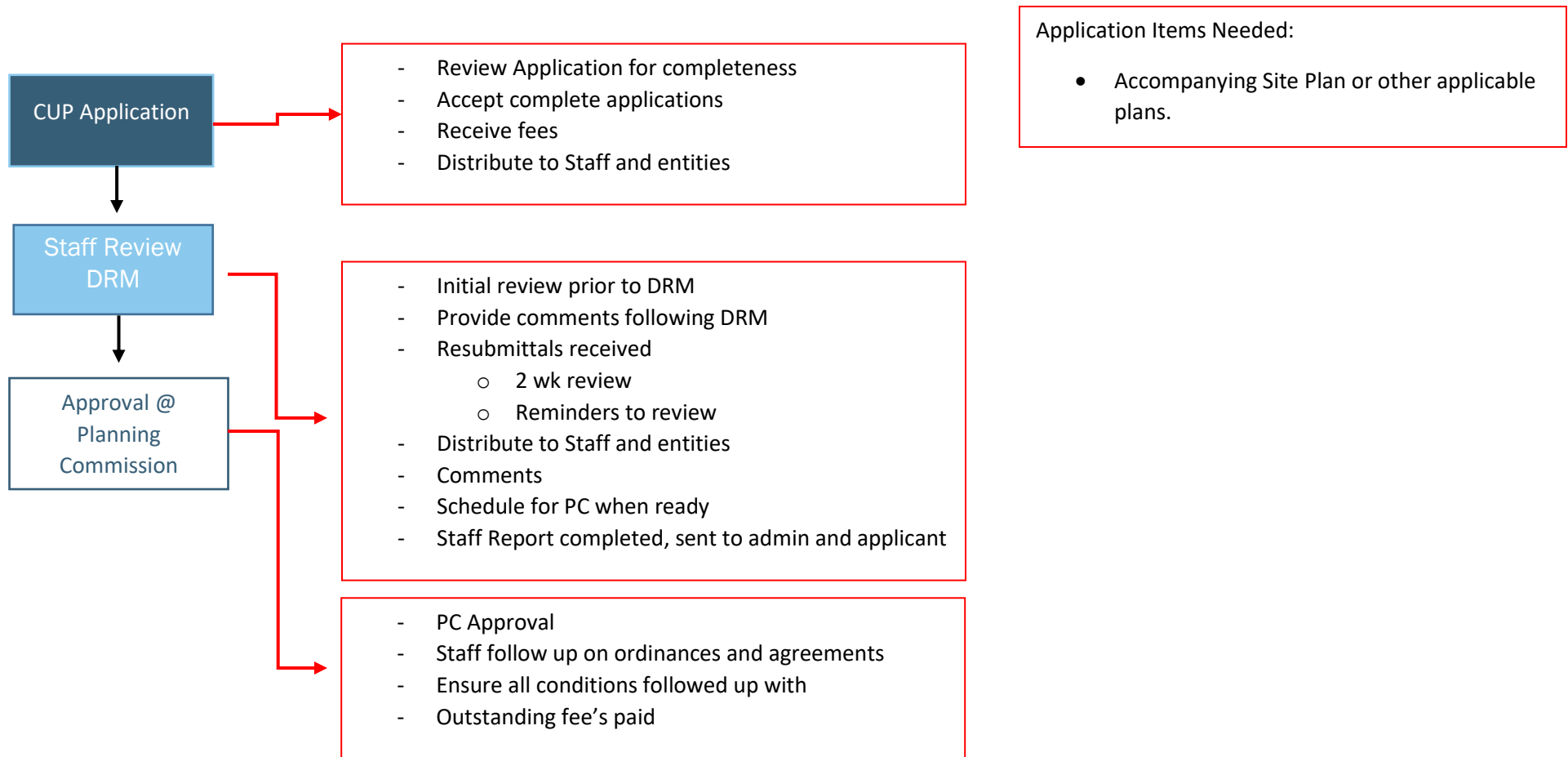
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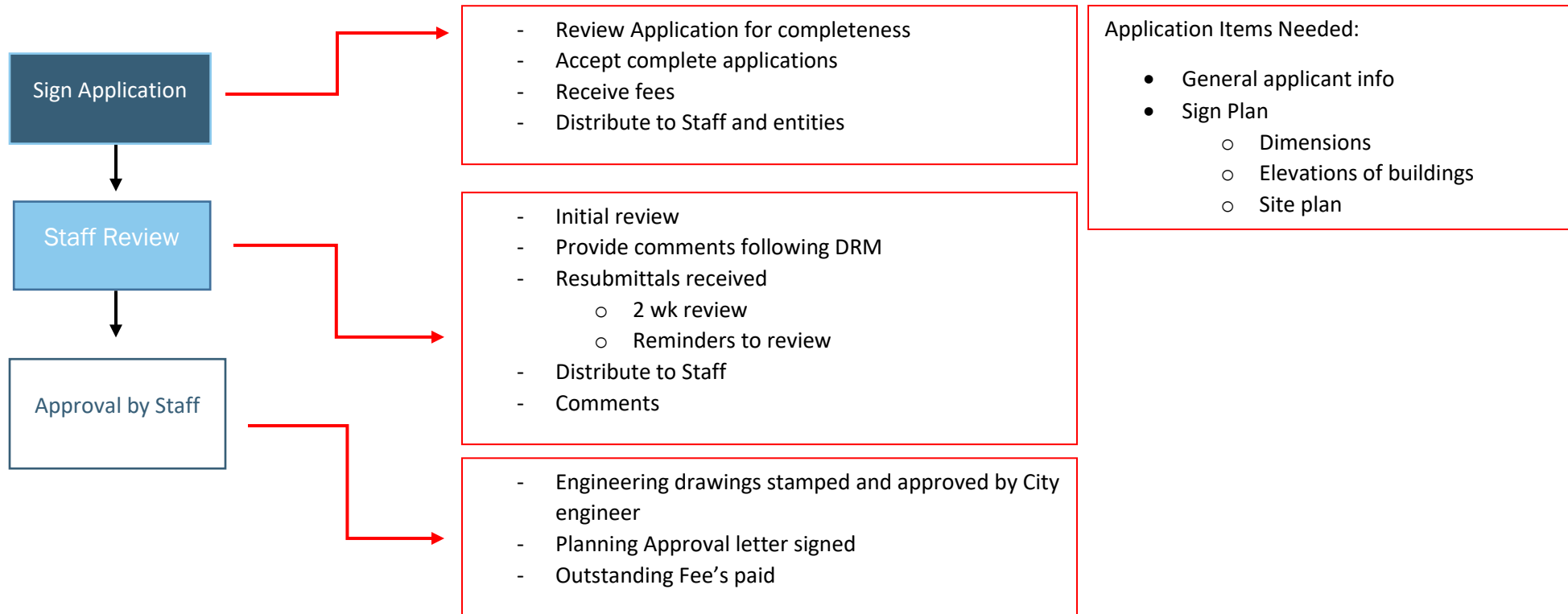
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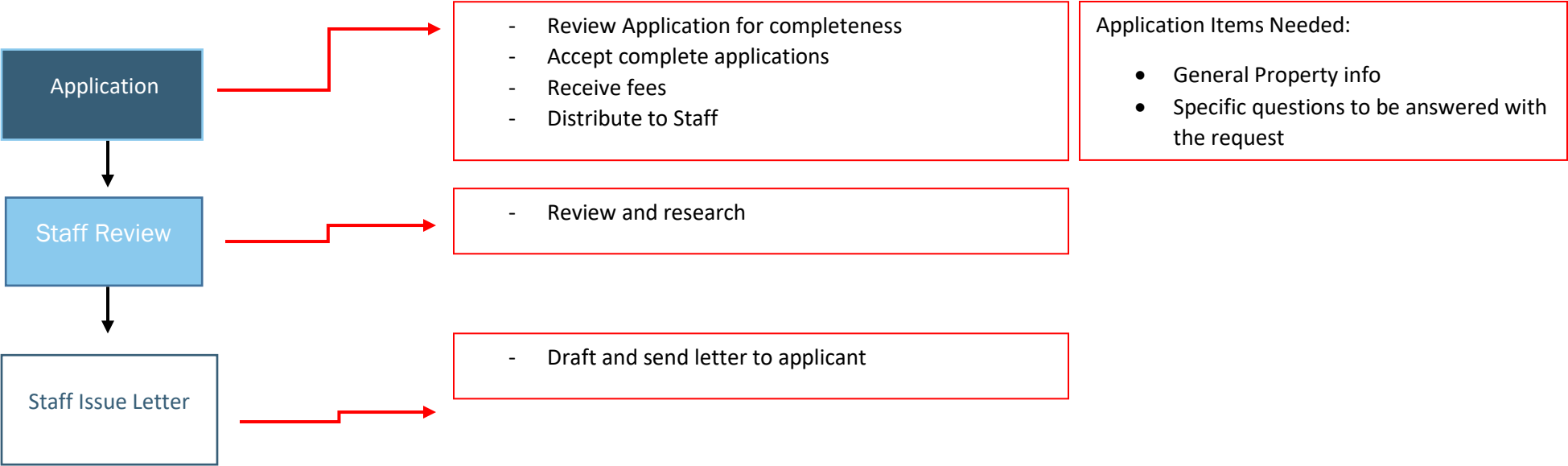
Sign Application Process



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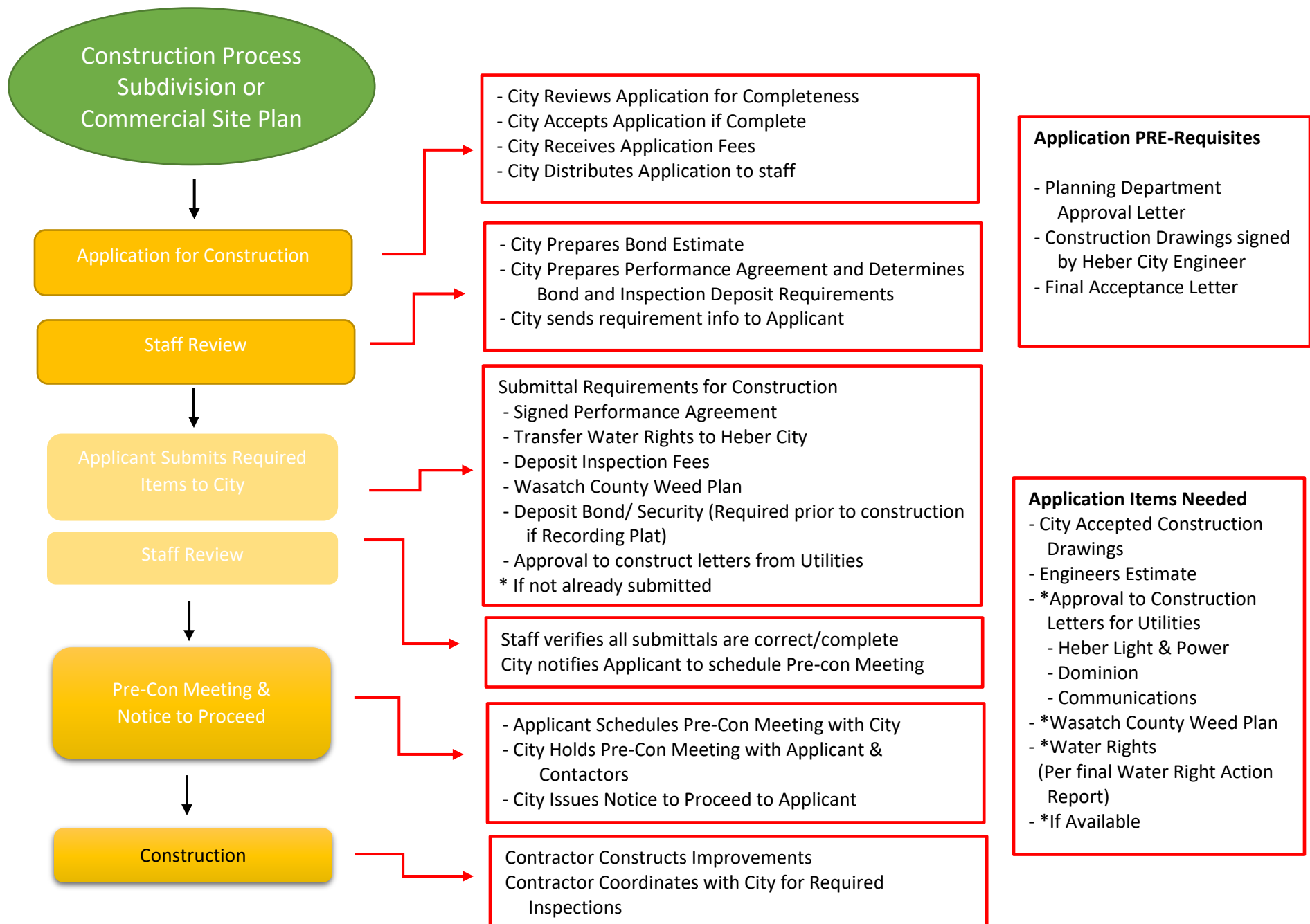
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Zoning Compliance Letter

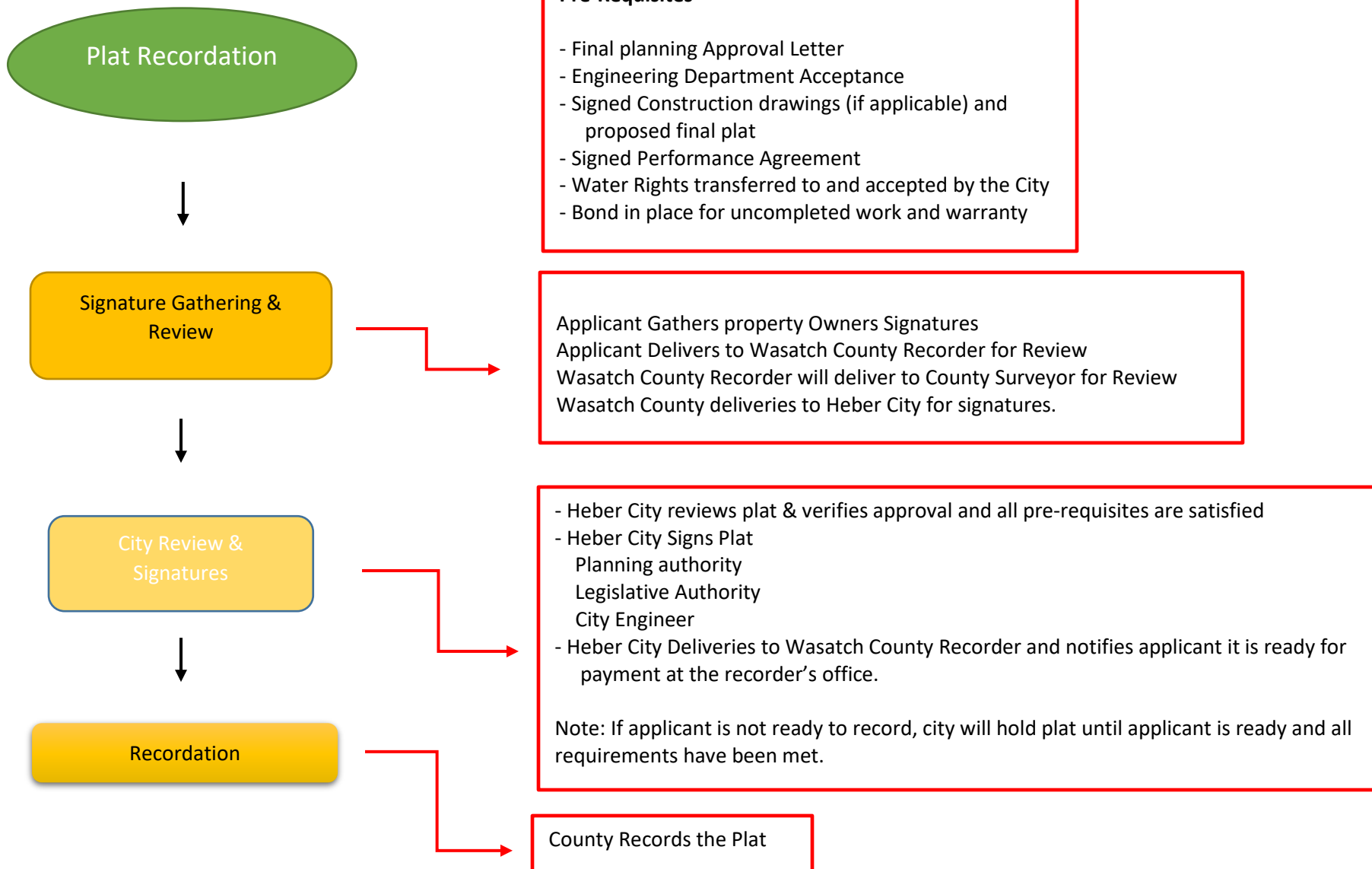


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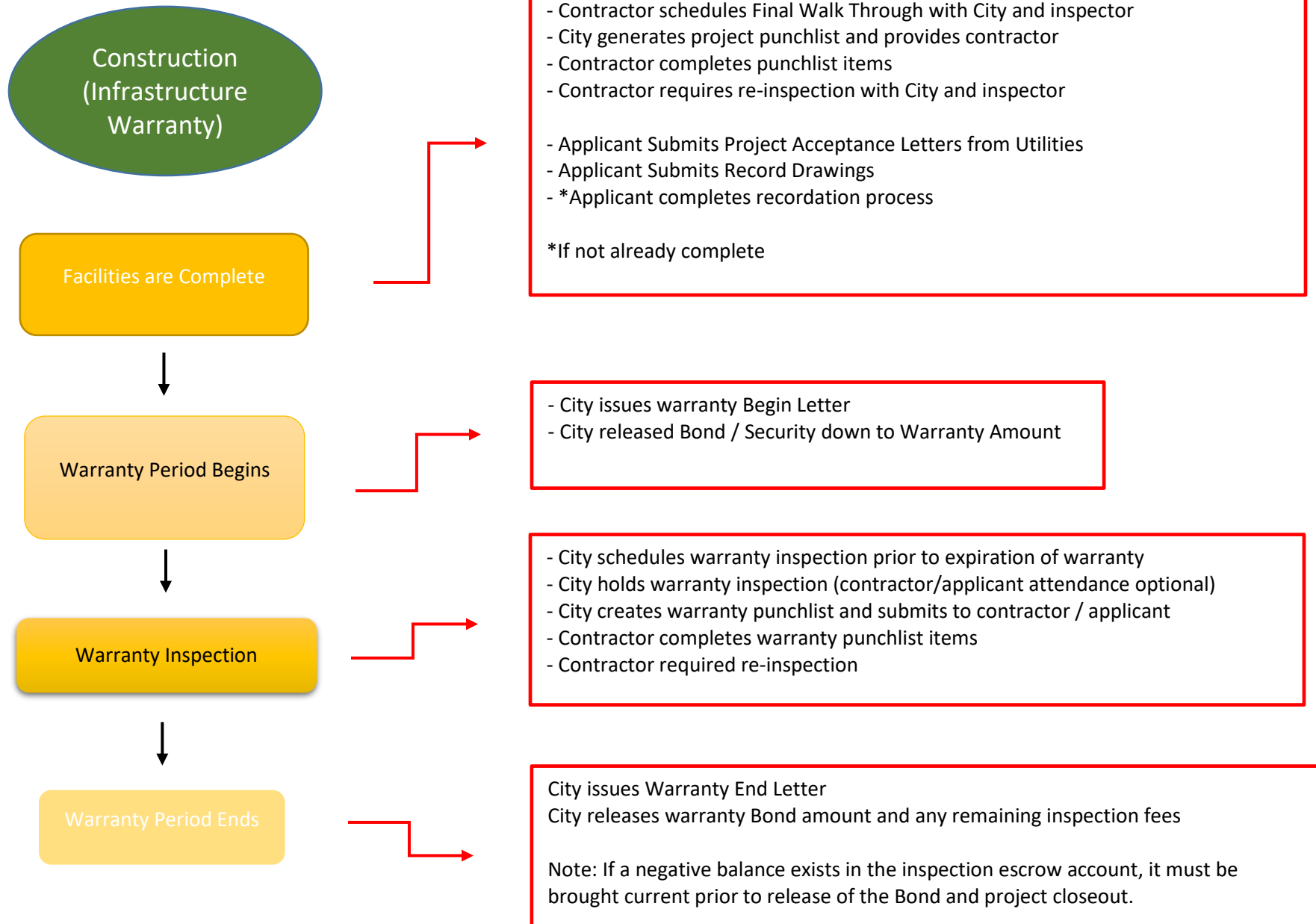
Construction / Building Process



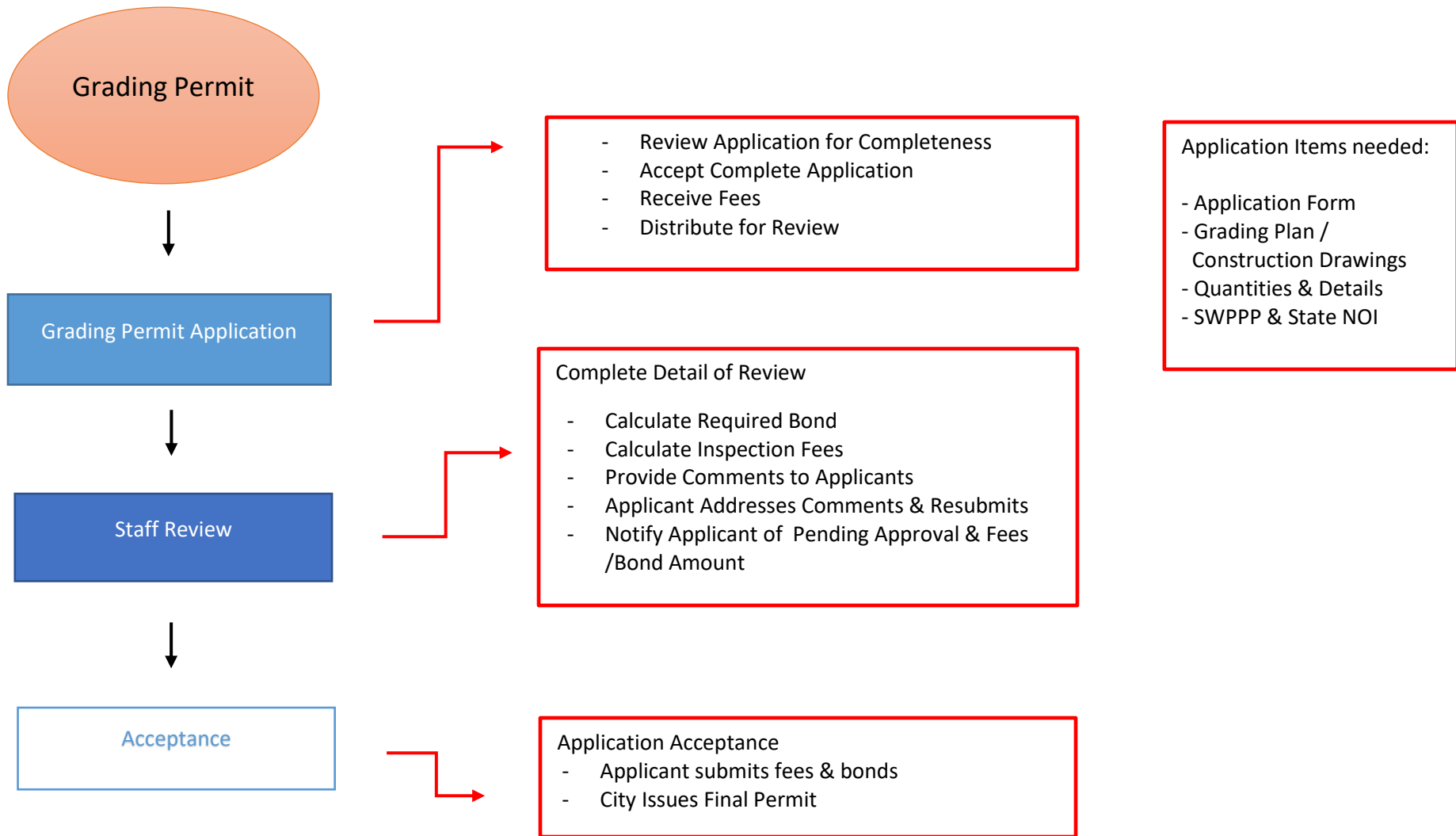
Recordation Process



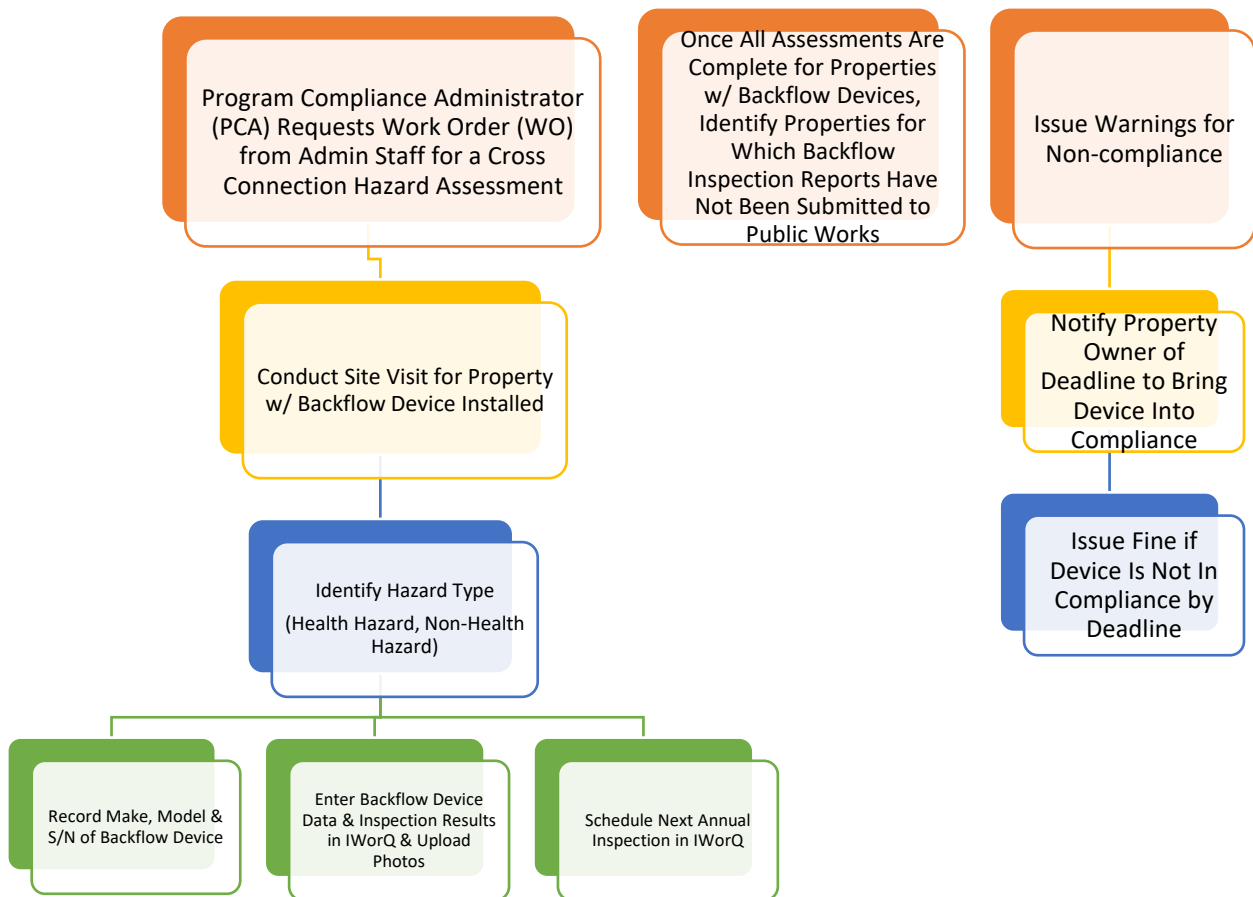
City Acceptance / Begin Warranty



Grading / Land Disturbance Permit Process

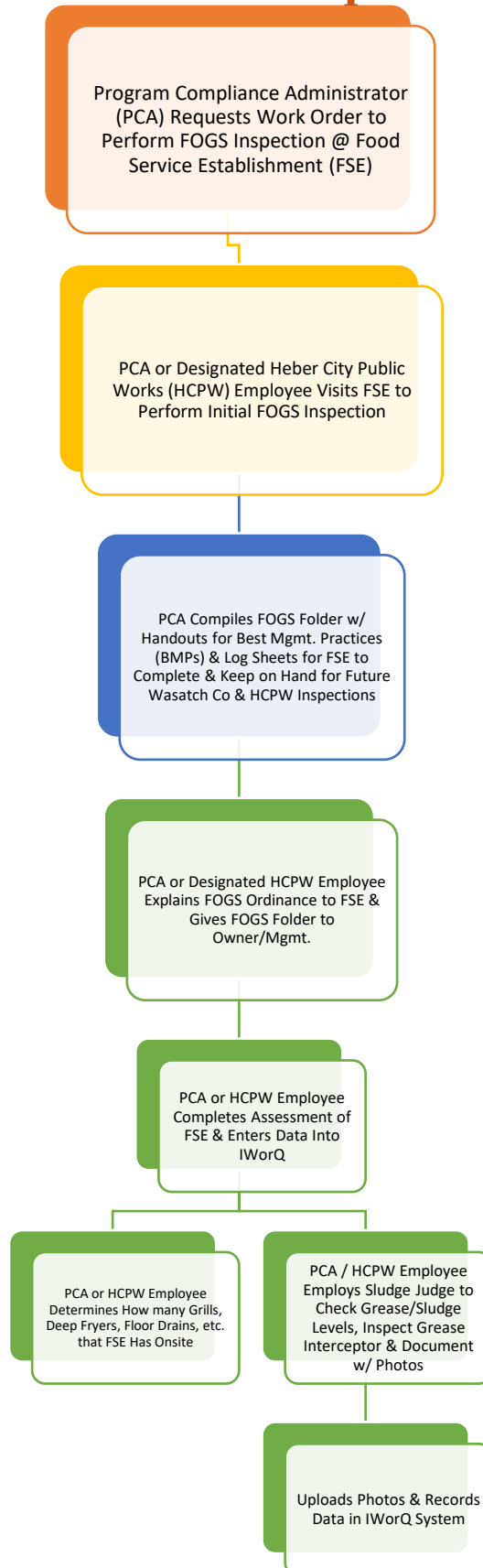


Heber City Public Works Cross Connection Inspection Workflow



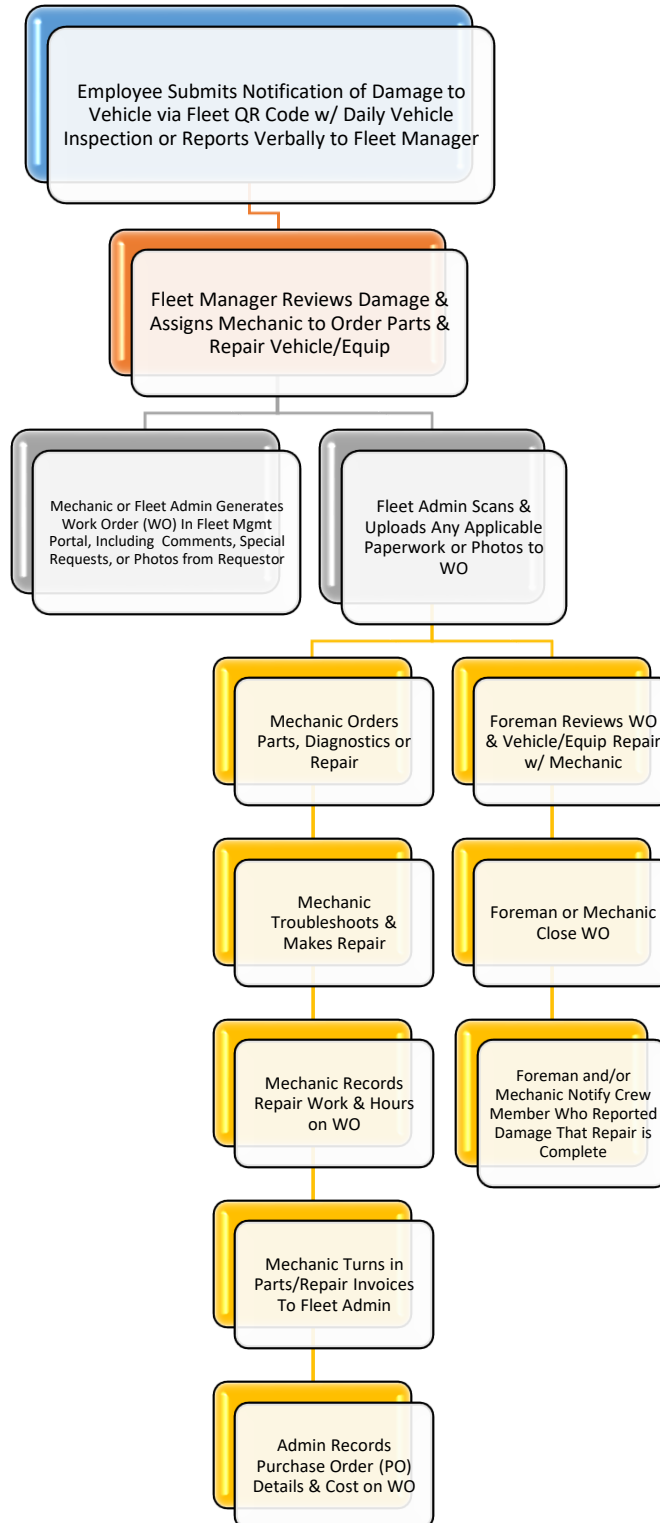
Heber City Public Works

Cross Connection Inspection Workflow



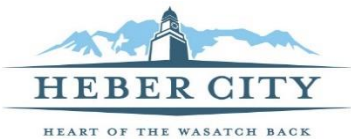
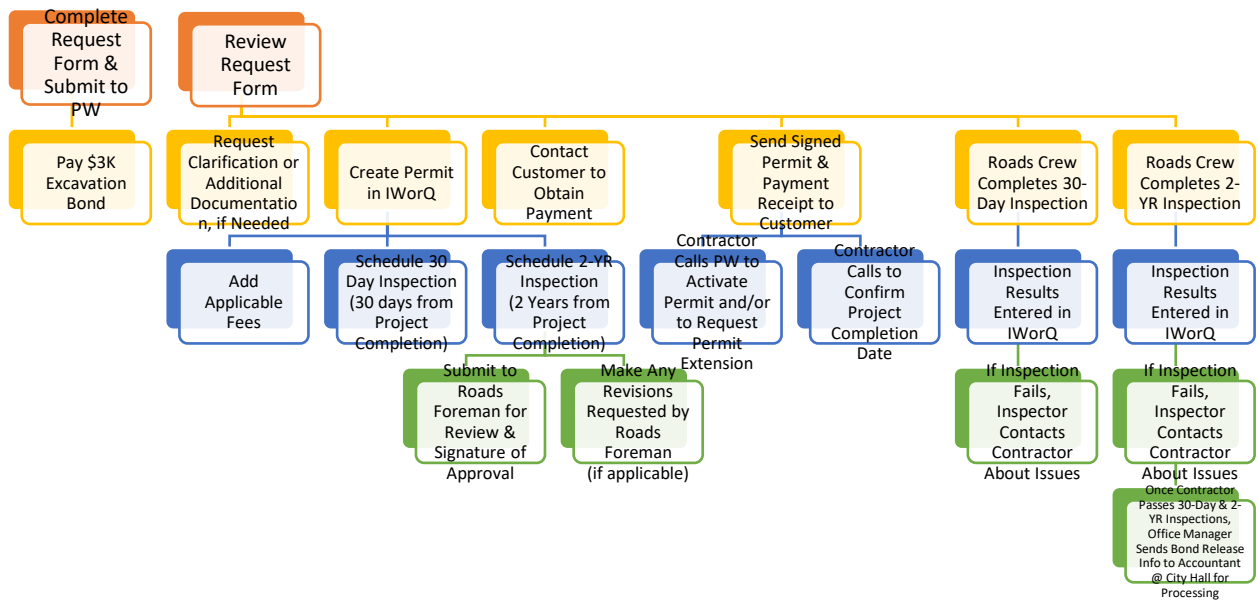
Heber City Public Works

Fleet Work Orders Workflow

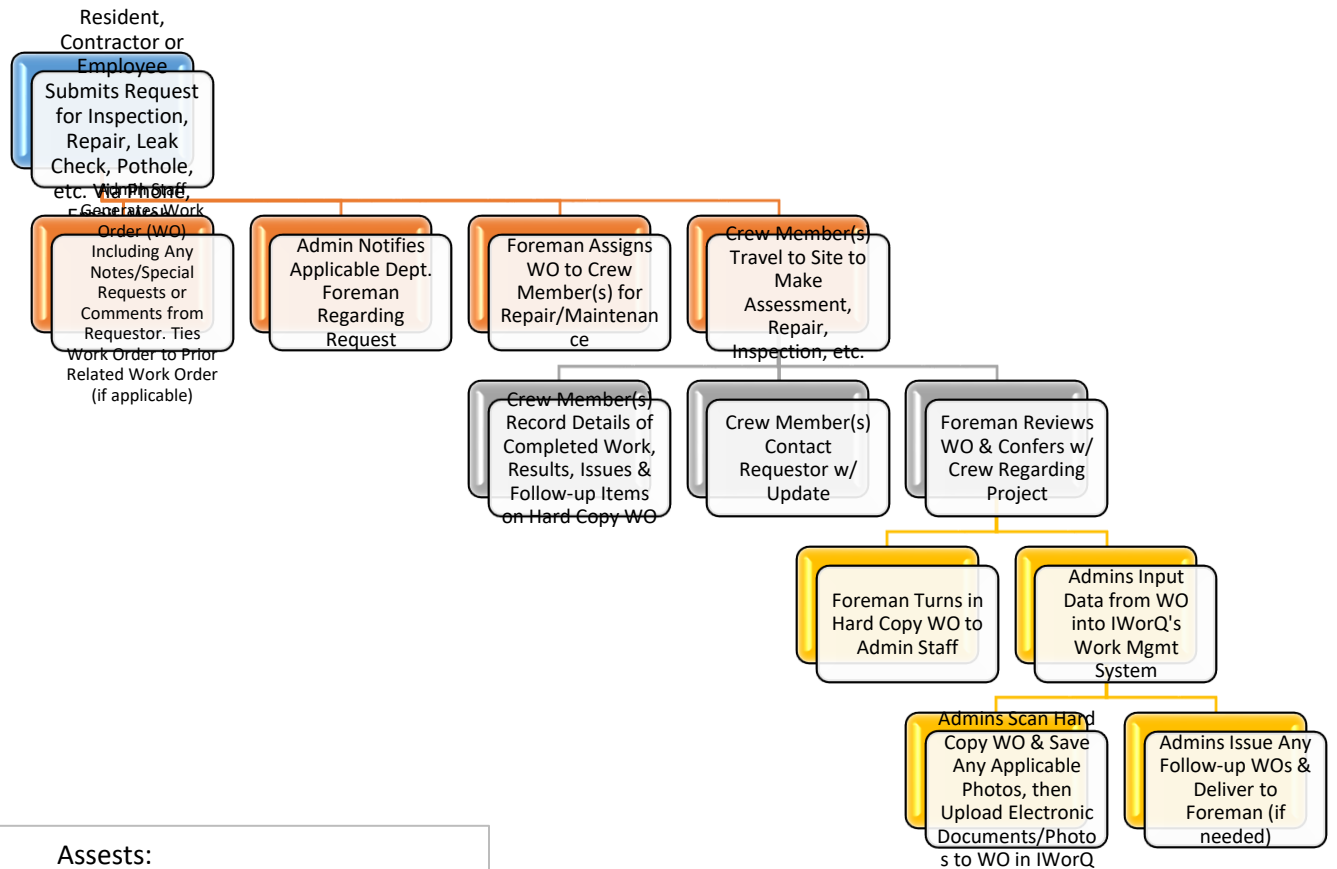


Heber City Public Works

Street Cut / Excavation / Encroachment Permit Workflow



Heber City Public Works Work Orders Workflow

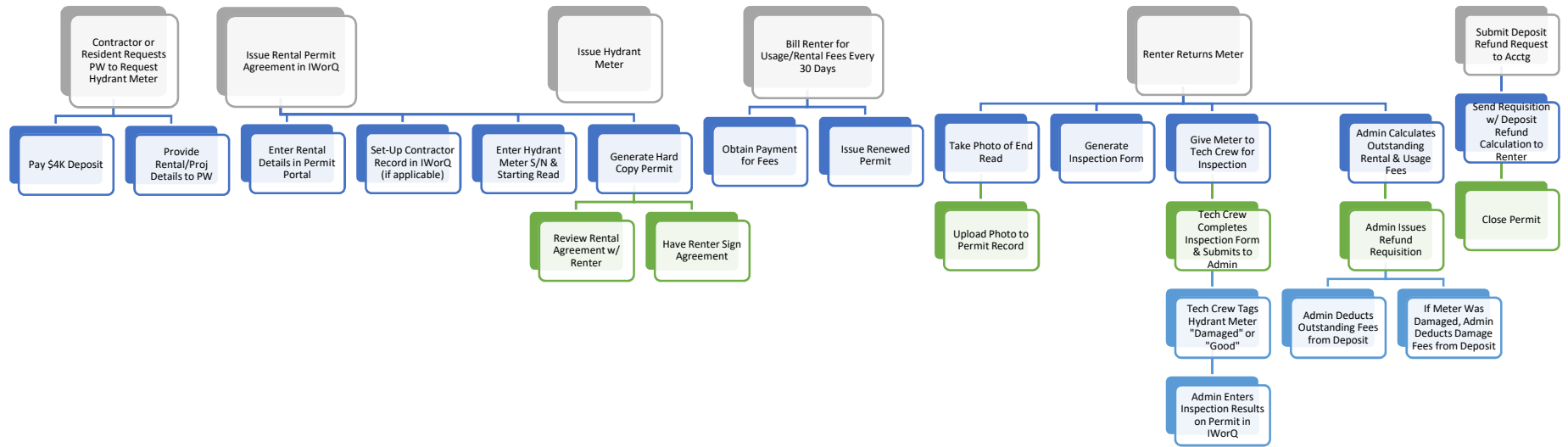


Assests:

- All Main Lines (Water, Sewer, PI, Storm Drain)
- Water Meters (Transmitters, Meter Bodies, Registers, Vaults)
- Water Valves
- Hydrants
- Sidewalks (Trip Hazards, Lifting, Replacements)
- Roads (Potholes, Street Signs, Traffic Signs, Street Cuts)
- Sewer Manholes
- Sewer Clean-outs
- Storm Drains
- PI Vaults
- Fleet Vehicles

Heber City Public Works

Hydrant Meter Rental Permit Workflow



**ADDENDUM NUMBER ONE
CLARIFICATIONS
TO
HEBER CITY CITYWORKS AMS & PLL RFP
IMPLEMENTATION CONTRACT PREPARATION,
IMPLEMENTATION MANAGEMENT**

JUNE 2023

The clarifications listed below are to be included in and made a part of the Request for Proposals. Implementation Partners submitting proposal shall conform to these clarifications and requirements and acknowledge receipt of this Addendum #1 in their proposals.

1. Our license agreements with our current software vendors will expire as indicated below. Proposed schedules should anticipate being finished with migration and fully operational prior to expiration of existing software licenses.

Civic Review: June 30th, 2024

IworQ: January 30th, 2024

Pelorus Methods via Xpress: no date established

My City Inspect: no date established

2. As clarification to the hard copy submittal requirements included in the RFP. Heber City requests the following:

8 hard copies of the qualifications portion of the proposals

1 separate sealed copy of cost proposals

Note: The electronic copy in PDF format is still required

3. We have included a few additional workflow documents which were inadvertently left out of Attachment A in the RFP. These shall be added to the work flows already provided.

See Attachment 1: Business License Workflows

4. We have included a list of applications anticipated to be included as Attachment 2. The list also includes what current software system is used for the applications if applicable and if the data needs to be migrated.

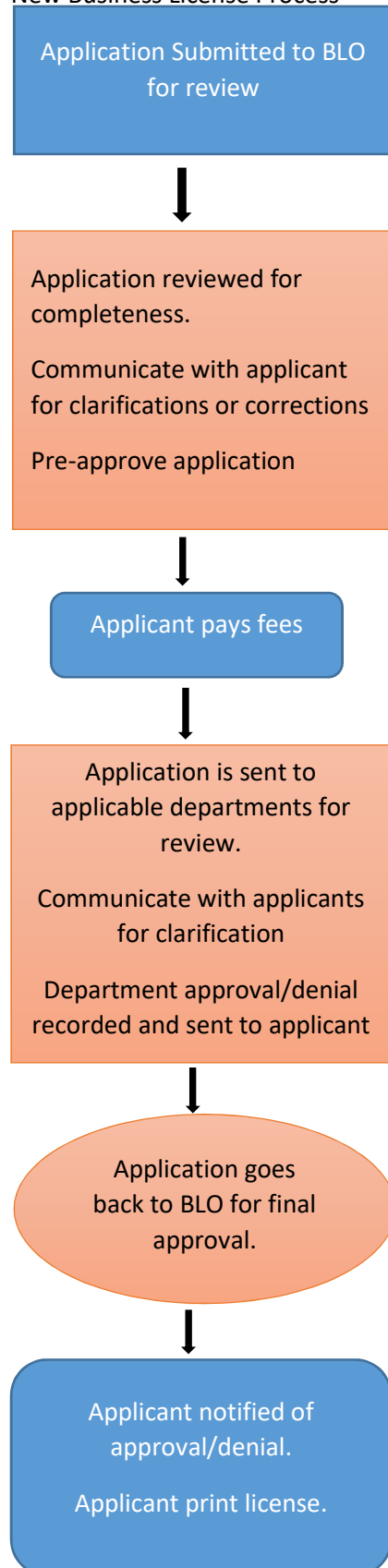
See Attachment 2: Anticipated Applications

Note: It shall be understood that the list of applications does not include the various Work Order and Inspection work flows expected to be included in the AMS side of the system.

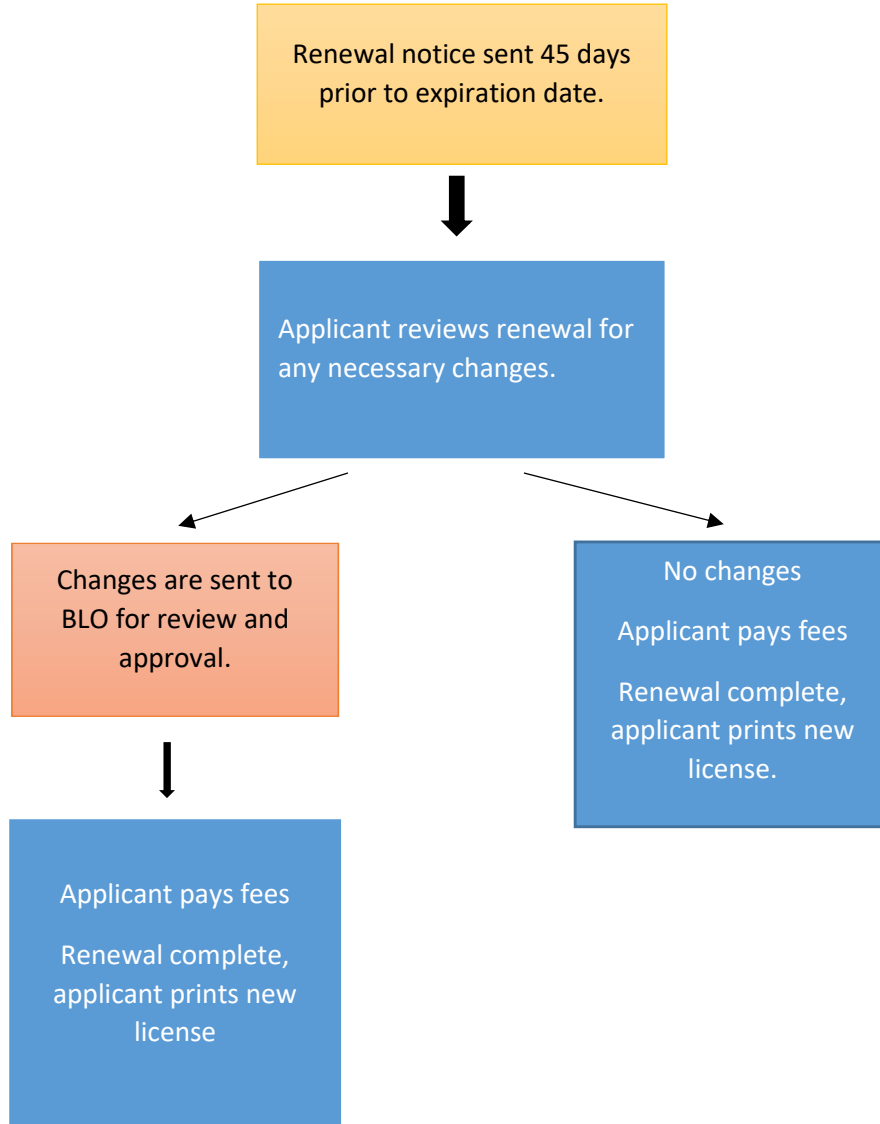
Attachment 1

Business License Workflows

New Business License Process



Business License Renewal Process



Attachment 2

Anticipated Applications

<i>Applications</i>	<i>Current Program</i>	<i>Migration Needed</i>
Utility Sign Up	Civic Review	x
<i>Business License Applications</i>		
Regular Business License	Civic Review	x
Food Truck	Civic Review	x
Seasonal Business License	Civic Review	x
Temporary Business License	Civic Review	x
Special Event Permit	Civic Review	x
Alcohol Business License	Civic Review	x
Film Permit	Civic Review	x
Solicitor License	Civic Review	x
Change of Occupancy	Civic Review	x
Dog License	Pelorus	x
Short Term Rental	Civic Review	x
<i>Planning Applications:</i>		
Zoning Certification of Administrative Interpretation	Civic Review	x
Pre-Development Meeting	Civic Review	x
Pre-Application Meeting	Civic Review	x
Development Review Consultation	Civic Review	x
General Plan/Zoning Map Amendment, includes MDA	Civic Review	x
General Plan/Zoning Text Amendment	Civic Review	x
Annexation with MDA	Civic Review	x
MDA	Civic Review	x
MDA Amendment	Civic Review	x
New Zone Adoption/Zone Change	Civic Review	x
Small Subdivision	Civic Review	x
Subdivision Preliminary	Civic Review	x
Subdivision Final	Civic Review	x
Site Plan	Civic Review	x
Site Plan Amendment, Minor	Civic Review	x
Site Plan Amendment, Major	Civic Review	x
Plat Amendment	Civic Review	x
Lot Line Adjustment	Civic Review	x
Conditional Use/Special Exception	Civic Review	x
Telecommunications	Civic Review	x
Road Dedication	Civic Review	x
Road Vacation	Civic Review	x
Appeal Variance	Civic Review	x
Appeal Authority	Civic Review	x

Reasonable Accommodation for Person with Disability	Civic Review	x
Sign Permit	Civic Review	x
PID Letter of Intent	Civic Review	x
PID Governing Documents	Civic Review	x

Engineering

Construction
Plat Dedication
City Acceptance & Warranty
Grading Permit

Building Permits Residential

Single Family Dwelling/Townhomes	City Inspect	x
Wildland-Urban Interface Single Family Dwelling	City Inspect	x
Accessory Dwelling (attached or detached)	City Inspect	x
Addition	City Inspect	x
Basement Finish and (ADU)	City Inspect	x
Carport	City Inspect	x
Changes to Existing Permit	City Inspect	x
Deck	City Inspect	x
Demolition	City Inspect	x
Electric Meter Set	City Inspect	x
Electrical	City Inspect	x
Exterior Remodel	City Inspect	x
Garage	City Inspect	x
Interior Remodel (Residential)	City Inspect	x
MFG Home	City Inspect	x
Mechanical	City Inspect	x
Other (sheds, shops, etc)	City Inspect	x
Other (sheds, shops, etc)	City Inspect	x
Pergola	City Inspect	x
Plumbing	City Inspect	x
Pool	City Inspect	x
Retaining Wall	City Inspect	x
Repair	City Inspect	x
Solar	City Inspect	x

Building Permits Commercial

Commercial	City Inspect	x
Commercial - Demolition	City Inspect	x
Commercial - Shell	City Inspect	x
Commercial - Other	City Inspect	x
Commercial - Pool	City Inspect	x
Commercial - Remodel	City Inspect	x

Commercial - Tenant Finish	City Inspect	x
Fence (commercial property only)	City Inspect	x
High Rack Storage	City Inspect	x
Multiplex (multi-family dwellings)	City Inspect	x
Private Garage	City Inspect	x
Sign (Planning Permit required first)	City Inspect	x

Public Works Permits

Street Cut Permit	IWorQ	x
Curb Cut Improvement Permit	IWorQ	x
Encroachment Permit	IWorQ	x
Hydrant Meter Rental Permit	IWorQ	x



PROPOSAL

Cityworks AMS & PLL Implementation Services

Prepared for:

Heber City, UT
75 North Main
Heber, UT 84032

June 22, 2023

CONTACT:

Brandon Wright
801-376-8160
bwright@centricitygis.com



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About Centricity GIS

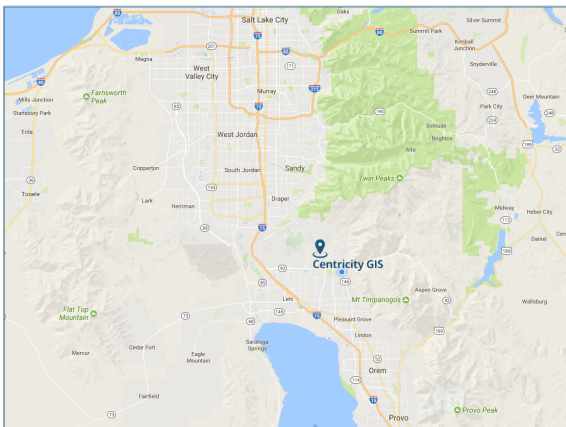
Introduction

Centricity GIS, LLC is a GIS Consulting company offering implementation, data, and application development services. Our founder, Brandon Wright, has 18 years of experience in GIS, Asset Management, and systems integration. All of our technical staff have at least 5 years of expertise in their discipline.

In addition to providing services for specific projects, we are also able to augment an agency's staff by providing resources such as programmers, analysts, and technicians on site.

Centricity GIS is a Cityworks Business Partner specializing in CMMS and GIS services for public agencies such as Cities, Counties, and Water Agencies. As a partner, we specialize in the implementation of Cityworks and ESRI technologies. From out of the box using Esri's ArcGIS for Local Government solutions to custom PLL implementations, we can help agencies realize their return on investment as quickly as possible.

We are located in Cedar Hills, Utah, about 30 minutes from Cityworks headquarters.



Experience.

Centricity GIS is a full-service, multidisciplinary asset management and permitting system consulting firm. We provide consulting services to municipal governments and private and public utilities.

Our project team will use tried and true implementation strategies that focus on your business processes and workflows, system requirements and training.

Centricity GIS has performed over 50 unique Cityworks implementations over nearly 18 years in the Asset Management and Permitting Industry. The flexibility and power of the Cityworks platform correlates with our extensive knowledge in system design and implementation.

Our business process knowledge in permitting allows us to be efficient and effective during all of the phases of implementation.

Centricity GIS has in house developers that focus on core Cityworks integrations and development tools. We have a history of integrating with Cityworks for many types of systems including:

- Customer Account Information
- Financial Systems
- Utility Billing
- SCADA
- AVL
- Citizen Reporting

Cover Pages/Executive Summary

June 22, 2023

Subject: Cityworks AMS & PLL Implementation

This proposal outlines our approach to deliver implementation services for the Cityworks AMS & PLL solution, a unique system that fully integrates your GIS parcel records into your workflow. Unlike other systems that attempt to synchronize your GIS records with your permit database, our solution uses your map data as the primary source of record.

As a Cityworks Business Partner, Centricity GIS, based in Cedar Hills, Utah, brings a wealth of experience to the table. Our team, led by a former Cityworks employee, has over 20 years of experience in successfully executing Cityworks implementation projects.

In response to the RFP from Heber City, we are prepared to offer our expertise in designing, developing, integrating, modifying, and implementing existing workflow processes and services for your PLL (Permitting, Licensing, and Land Management) and AMS (Assets Management) Cityworks Programs. We understand that your divisions include Planning, Engineering, Building, Business Licensing, and Public Works, and we are ready to tailor our services to meet the unique needs of each division. Centricity GIS is prepared to start any project upon notice to proceed.

We recognize that a crucial part of this project will be the migration of data from your existing systems - Civic Review, Pelorus, iWorQ, and City Inspect. Our team is well-versed in handling such transitions and will ensure a seamless integration of historical data into the Cityworks PLL solution. We understand the importance of preserving the integrity of your data during this process, and we have the necessary tools and expertise to carry out this migration efficiently and effectively. Our goal is to minimize disruption to your operations and provide a smooth transition to your new system.

Cityworks PLL

This proposal includes the following services for **Cityworks PLL**:

- Workflow Review Meetings (Onsite)
- Initial Cityworks Database Configuration
 - Workflows for:
 - Applications – Utility Sign Up (1 Type)
 - Business License Applications (11 Types)
 - Planning Applications (28 Types)
 - Engineering (4 Types)
 - Building Permits Residential (24 Types)
 - Building Permits Commercial (12 Types)
 - Public Works Permits (4 Types)
 - Crystal Reports
 - Application Data
 - Contractors
 - Fees/Deposits

- Review of Configured Database (Onsite)
- Admin User Training (Onsite)
- End User Training (Onsite) – Train the Trainer style
- Rollout Support
- Public Access Setup (post-implementation)
- Ad-Hoc Support
- Data Migration

Cityworks AMS

This proposal includes the following services for **Cityworks AMS**:

- Workflow Review Meetings (Onsite)
- Initial Cityworks AMS Database Configuration for the following divisions: Parks, **Water, Sewer, Pressurized Irrigation, Stormwater, Streets and Fleet**
 - Service Requests, Work Orders, Inspections
 - Setup Employees, and Equipment
 - Storeroom (Warehouse Inventory Management)
- Review of Configured Database (Onsite)
- Admin User Training (Onsite)
- End User Training (Onsite)
- Rollout Support
- Ad-Hoc Support
- Data Migration of Historical Work Orders and Service Requests

Our project approach includes the following steps:

Discovery Phase: We will work closely with the City's team to gain a comprehensive understanding of their current service delivery processes and requirements for Cityworks. This will include an assessment of the City's current data infrastructure, analysis of service delivery trends, and identification of key performance indicators (KPIs) that will be used to measure the success of the project.



Design Phase: Based on the information gathered during the discovery phase, we will design a customized Cityworks solution that meets the City's specific needs. This will include developing workflows for service requests and work orders, and incorporating advanced analytics capabilities for data analysis and trend identification.



Development Phase: Once the design has been approved by the City, we will proceed with the configuration of the Cityworks solution. Our team of experienced developers will ensure that the software is built to the highest quality standards and is user-friendly, efficient, and scalable.



Testing Phase: Before delivering the software to the City, we will conduct extensive testing to ensure that all features and functionalities are working as expected. This will include testing for reliability, scalability, and usability. We will also conduct user acceptance testing (UAT) to ensure that the software meets the City's requirements and that it is intuitive for end-users to operate.



Deployment Phase: After testing is complete and the City has approved the software, we will deploy it in a manner that is least disruptive to their ongoing service delivery processes. We will provide training to end-users on how to operate the software and will be available for ongoing support.



Maintenance Phase: After the deployment, Cityworks will continue to provide maintenance and support services, as defined in their Update and Support agreement with the City to ensure that the software remains operational and up-to-date. This will include regular software updates, bug fixes, and technical support to address any issues that may arise.



In summary, our project approach is designed to ensure that the City receives a customized, user-friendly, and scalable Cityworks software solution that meets their specific requirements. We are committed to providing ongoing support to ensure that the software remains operational and meets the City's evolving needs.

Sincerely,



Brandon Wright
Founder | President
801-376-8160

Approach and Methodology

A. INTRODUCTION

Implementing the Cityworks Asset Management System (AMS) and Permitting Systems (PLL) within Heber City is an endeavor of considerable importance and complexity. This initiative calls for an in-depth integration of multiple dimensions: advanced software and hardware, relevant data, and tailored business processes specific to the water City's operations. These components, when expertly aligned, offer efficient handling of assets, work orders, service requests, inspections, and a variety of reports - key to the successful operation of the City.

The success of this specific Cityworks implementation at Heber City hinges on a strategic and thorough plan. This plan must take into consideration the City's unique objectives, precise requirements, resources available, and desired timelines. If executed with proficiency, this implementation will significantly empower Heber City, enabling more effective asset management, which in turn promises to elevate productivity, reduce operational costs, and enhance service quality within the City.

In implementing the Cityworks PLL system, it's important to note that projects of this complexity and scale typically span a duration of 9 to 12 months. This timeframe encompasses the necessary steps from initial system design and configuration to final testing and staff training, ensuring that the system is robust, secure, and perfectly tailored to Heber City's unique requirements.

Time Frame Statement

As your implementation partner, Centricity fully acknowledges the importance of time efficiency in this endeavor. Our team of experts brings extensive experience and a proven track record of success in the realm of Cityworks PLL implementations. Using our proprietary methodologies and implementation best practices, we will be focusing our efforts to streamline the implementation process, reduce potential redundancies, and minimize potential delays.

While we strive to reduce the typical timeframe, it is crucial to understand that the quality and integrity of the system's implementation are paramount. Assuring the system's reliability, efficiency, and its alignment with Heber City's specific needs is our top priority.

We are committed to delivering a successful Cityworks PLL implementation that will transform the city's infrastructure and land management capabilities. However, it's essential to note that despite our best efforts to expedite the process, there can be no guarantees regarding the reduction of the standard implementation timeframe. Each project presents unique challenges and situations that might impact the timeline. Rest assured, Centricity will keep the city fully informed and engaged at every stage of the project, ensuring transparency and fostering trust in this partnership.

B. OVERVIEW

This project methodology is meticulously crafted to establish a holistic and robust blueprint for the Cityworks implementation at Heber City. Our strategy is structured in several distinctive, yet interconnected, phases which will ensure a smooth and effective transition. The progressive layout of these phases is as follows:

1. **Discovery Phase (Kickoff Meetings):** In this initial stage, the project ensemble will engage in close collaboration with the organization's stakeholders to gain a nuanced understanding of the prevailing asset management methodologies, systems, and data. This will involve discerning the specific business needs, pinpointing the objectives, and determining the key success indicators for the Cityworks implementation at Heber City.

The culmination of this exploratory phase will yield a comprehensive grasp of the City's existing operational landscape, along with the creation of a forward-looking roadmap. This strategic guide will outline the trajectory towards an optimally configured Cityworks, providing a clearly defined path to the future state of enhanced asset management.

2. **Design Phase (Database Configuration):** During this phase, the project team will design the Cityworks solution based on the business requirements and objectives. The team will develop the functional and technical specifications, data migration plan, integration plan, and customizations. The team will also design the user interface, workflows, and reports. The outcome of this phase will be a detailed design of the Cityworks solution.
3. **Development Phase (Database Review and Additional Information Config):** During this phase, the project team will develop and configure the Cityworks solution. The team will implement the functional and technical specifications, data migration plan, integration plan, and customizations. The team will also develop the user interface, workflows, and reports. The outcome of this phase will be a fully functional Cityworks solution.
4. **Testing Phase (User Acceptance Testing):** During this phase, the project team will test the Cityworks solution to ensure that it meets the business requirements and objectives. The team will perform unit, integration, system, and user acceptance testing. The team will also identify and resolve any defects. The outcome of this phase will be a fully tested and validated Cityworks solution.
5. **Deployment Phase (Admin & End User Training, Go Live Support):** During this phase, the project team will deploy the Cityworks solution into the production environment. The team will perform the data migration, system configuration, and user training. The team will also provide post-deployment support to ensure the solution is fully operational. The outcome of this phase will be a fully deployed Cityworks solution.

6. **Post-Deployment Phase (Ad-Hoc Support):** During this phase, the project team will provide post-deployment support and maintenance to ensure the Cityworks solution is operating at peak performance. The team will also perform a post-implementation review to identify any lessons learned and opportunities for improvement. The outcome of this phase will be a fully operational and optimized Cityworks solution.

Conclusion:

This project approach provides a structured and comprehensive framework for the Cityworks implementation. The approach considers the organization's objectives, requirements, resources, and timelines. It ensures that the Cityworks solution is designed, developed, tested, deployed, and supported to meet the organization's needs and expectations. The project team will work closely with the organization's stakeholders to ensure a successful implementation that delivers tangible benefits and ROI.

Firm Description & Project Organization

Centricity GIS, LLC is a multi-service organization providing specialized services in Field Asset Surveying, Geographic Information Systems (GIS) and application software services. CENTRICITY GIS provides professional services including consulting, training, staffing and technical support.

We continue to set the standard for high quality GIS Centric and Cityworks implementation projects, especially in utility industry for Water, Sewer, Storm, Gas and Electric backed by staff with a wide range of industry and technical experience having over 20 years of experience in GIS and 27 years in Cityworks implementation.

CENTRICITY GIS is a Dun & Bradstreet verified business (DUNS 08-085-9425).



Partners:

- Cityworks Business Partner Network
- ESRI Silver Partner



Management

Mr. Brandon Wright, founder of Centricity GIS, LLC, graduated with a B.S. degree in Business Information Systems from the University of Colorado, USA. He has over 20 years of professional experience in Cityworks and GIS within the Asset Management industry and has successfully completed over 50 Cityworks related projects. Most of his project experience is in implementing Cityworks systems with government agencies throughout United States. His core competency is in implementing Cityworks Asset Management solutions for government agencies (Water, Wastewater, Parks & Rec, etc.).

Mr. Wright manages the strategic planning, business development and company operations for CENTRICITY GIS. He also serves as client liaison officer on all the projects by overseeing scope, schedule, budget, and time frame.

Specialties: Asset Management, Data Conversion, and Project Implementation.

Software Skills

GIS Software: ArcGIS Desktop, ArcGIS Online, ArcGIS Server, ArcGIS Pro

Asset Management Software: Cityworks PLL and AMS

Databases: Access, SQL Server, Oracle, Geodatabase

Reporting Tools: Crystal Reports, SQL Server Reporting Services

Qualifications and Past Performance

The following table shows the combined project experience of our team.

- Centricity GIS Reference Sites

Client	Implementation	Support	PLL	AMS	Reporting	Integrations
Moses Lake, WA	✓	✓	✓	✓	✓	✓
West Valley City, UT	✓	✓	✓	✓	✓	✓
Park City, UT	✓	✓		✓	✓	
Herriman, UT	✓	✓	✓	✓	✓	✓
Saratoga Springs, UT	✓	✓	✓	✓	✓	
Rancho Palos Verdes, CA	✓	✓		✓	✓	
Las Gallinas Valley Sanitary District, CA		✓		✓		
Redlands, CA	✓	✓	✓	✓	✓	✓
Cook County, IL	✓	✓	✓	✓	✓	
DDOT, Washington, DC	✓	✓		✓	✓	
Apex, NC	✓	✓		✓	✓	
Houston, TX	✓	✓		✓	✓	
Ruidoso, NM	✓	✓		✓	✓	

References

Item	Proposer Response
Client Reference No. 1 – Existing	
Name	City of Santa Cruz, CA
Number of Employees	300+
Population	61,950 (2021)
Contact Name	Ken Morgan
Contact Title	Director of IT
Contact Telephone Number	831-420-5095
Contact E-Mail Address	kmorgan@santacruzca.gov
Products, Modules, Services Provider by Proposer	Cityworks AMS Water and Wastewater. Vertical Assets and Coastline Management
Implementation Kick Off Date	October 2022
Go Live Date	Estimated July 2023
Rationale for including the specific reference	Current client in the state of California implementing
Name of prior replaces/upgraded system	NA
Client Reference No. 2 – Existing	
Name	City of Salinas, CA
Number of Employees	100+
Population	162,000
Contact Name	Eric Sandoval
Contact Title	GIS Administrator
Contact Telephone Number	831-758-7166
Contact E-Mail Address	erics@ci.salinas.ca.us
Products, Modules, Services Provider by Proposer	Cityworks AMS for Parks and Facilities
Implementation Kick Off Date	August 2022
Go Live Date	December 2022
Rationale for including the specific reference	Cityworks California Implementation
Name of prior replaces/upgraded system	None
Client Reference No. 3 – Existing	
Name	City of Huntington Beach, CA
Number of Employees	100+
Population	196,652
Contact Name	Bryan Arnado
Contact Title	Utilities Technology Supervisor
Contact Telephone Number	714-536-5206
Contact E-Mail Address	bryan.arnado@surfcity-hb.org
Products, Modules, Services Provider by Proposer	Cityworks AMS implementation for Parks and Sewer
Implementation Kick Off Date	May 2022
Go Live Date	September 2022
Rationale for including the specific reference	Cityworks Implementation for Parks and Sewer Laterals. Expanding to remainder of City.

Item	Proposer Response
Client Reference No. 4 – Existing	
Name	City of Moses Lake, Washington
Number of Employees	300+
Population	24,009 (2018)
Contact Name	Cindy Smith
Contact Title	GIS Program Manager
Contact Telephone Number	509-764-3754
Contact E-Mail Address	csmith@cityofml.com
Products, Modules, Services Provider by Proposer	Cityworks AMS and PLL. Citywide Implementation. Building, Planning, Fire, Code Enforcement.
Implementation Kick Off Date	February 2020
Go Live Date	November 2020
Rationale for including the specific reference	Current client in the state of Washington
Name of prior replaces/upgraded system	Dude Solutions

Client Reference No. 5 – Existing	 AMERICAN FORK
Name	American Fork City, UT
Number of Employees	100+
Population	35,000
Contact Name	Jay Brems
Contact Title	Water Dept Manager
Contact Telephone Number	801-404-6129 x58
Contact E-Mail Address	jbrems@americanfork.gov
Products, Modules, Services Provider by Proposer	Cityworks AMS implementation City wide
Implementation Kick Off Date	October 2020
Go Live Date	March 2021
Rationale for including the specific reference	Cityworks City wide implementation. Including Citizen Reporting system tied into Cityworks.
Name of prior replaces/upgraded system	Elements

Client Reference No. 6 – Existing	
Name	Park City, Utah
Number of Employees	100+
Population	8500
Contact Name	Spencer Lace
Contact Title	GIS Manager
Contact Telephone Number	801-573-5470
Contact E-Mail Address	Slace@parkcity.org
Products, Modules, Services Provider by Proposer	Citywide Cityworks AMS for water distribution and treatment
Implementation Kick Off Date	December 1, 2017
Go Live Date	November 1, 2018
Rationale for including the specific reference	Cityworks Water reference site
Name of prior replaces/upgraded system	iWorQ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Professionals of Arizona 3521 E Brown Rd. Ste 101 Mesa AZ 85213	CONTACT NAME: Michelle Jaramillo PHONE (A/C, No, Ext): (602) 595-4800 FAX (A/C, No): (480) 981-6339 E-MAIL ADDRESS: Michelle@insuranceproaz.com														
INSURED Centricity GIS, LLC 10768 N Fiddlesticks Cedar Hills UT 84062	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Continental Insurance Company	35289	INSURER B: The Continental Insurance Company	35289	INSURER C: The Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6024745556	03/08/2023	03/08/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	6024745556	03/08/2023	03/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	Y					EACH OCCURRENCE \$ AGGREGATE \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6024745640	03/08/2023	03/08/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			6024745556	03/08/2023	03/08/2024	Retention \$2,500 Per claim \$1,000,000 Aggregate limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Heber City, UT added as additional insured, where required by written contract.

CERTIFICATE HOLDER Heber City, UT	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kirsten Walters
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ACORD 25 (2016/03)

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Addendum A – Detailed Resumes

EDUCATION

Bachelor of Science
Degree, Business
Information Systems,
University of Colorado



Brandon Wright Founder/Project Oversight

Mr. Wright has over 20 years of experience providing Asset Management and GIS services to public agencies. Mr. Wright has been responsible for directing asset management projects and addressing logistical and technical concerns. Prior to working at Centricity GIS, Mr. Wright worked Cityworks for 10 years.

Services include database development/administration and maintenance, map creation, needs assessment, implementation, and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as Asset Management Systems, Customer Billing, Document Management and Work Orders. He also provides system training, and general IT consulting services.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks AMS & PLL
- Cityworks PLL Administration Training
- Expertise in Mapping, GIS Data Modeling, Systems Integration, Needs Assessments
- Over 10 years of Project Management experience
- Database experience with SQL Server, Oracle, and Microsoft Access

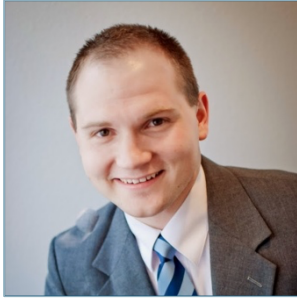
Representative Projects

- Moses Lake, Washington, Cityworks and PLL Implementation
- Rancho Palos Verdes, Cityworks Implementation
- Vista Irrigation City, Cityworks Implementation
- San Mateo, Cityworks Implementation
- Cook County, IL, Cityworks and PLL Implementation
- Saratoga Spring, UT, Cityworks and PLL Implementation
- Houston, TX, Cityworks Implementation/Expansion
- DDOT (Washington, D.C.), Cityworks Implementation/Expansion
- Columbia, SC, Cityworks Implementation/Expansion
- Lafayette, LA, Cityworks Implementation
- El Paso, TX, Cityworks Implementation/Expansion
- Apex, NC, Cityworks Implementation

EDUCATION

MA Degree, Public Administration,
University of North Carolina – Chapel Hill

BA Degree, Political Science, Brigham Young University - Idaho



Daniel Widenhouse Product/Project Manager

Mr. Widenhouse has over 9 years of experience providing Asset Management and GIS services to public agencies. Mr. Widenhouse has been responsible for overseeing and directing asset management and permitting projects. Prior to working at Centricity GIS, Mr. Widenhouse has worked for several public agencies including City of Saratoga Springs, UT and Rexburg, ID and administered their PLL and AMS systems.

His experience includes PLL and AMS Administration, Cityworks Suite of products. Database development/administration and maintenance, map creation, needs assessment, implementation, and integration. Project Management skills. Document Management and Work Orders. He also provides system training, and general IT consulting services.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks AMS & PLL
- Cityworks PLL Administration
- Database experience with SQL Server, Oracle, and Microsoft Access

Representative Projects

- Saratoga Spring, UT, Cityworks and PLL Implementation
 - Implemented Cityworks PLL across Building, Planning, Capital Facilities, and Engineering departments. Built over 150 workflows, 70 case template types, and over 400 task types.
 - Implemented Cityworks AMS across Water, Sewer, Streets, and Parks departments.
 - Trained users on Office, Fields, and Mobile modes.
 - Trained admin users in Designer and PLL Admin.
 - Developed over 50 Crystal Reports for analytics and reporting needs.
 - Integrated Cityworks with CitySourced
- City of Redlands, CA, Cityworks and PLL Implementation
 - Created over 10 checklists for application review workflows in Cityworks PLL.
 - Wrote technical training materials for basic and admin users.
- City of Moses Lake, WA, Cityworks and PLL Implementation
 - Wrote Crystal reports for reporting to supervisors.
 - Developed PLL workflows and case types for the City.

EDUCATION

BS Degree,
Environmental Policy &
Management, GIS
Emphasis, University of
Redlands, California

MS Degree, Geography,
University of Utah, Utah



Tim Berggren Solutions Architect

Mr. Berggren has over 7 years of experience providing Permitting, Planning and GIS services to public agencies. Mr. Berggren has been responsible for overseeing and directing permitting and planning projects. Prior to working at Centricity GIS, Mr. Berggren worked for Envision Utah as an Associate Planner, a senior technical support representative for Cityworks, and as a Project Manager/Cityworks Solutions Engineer for Axim Geospatial.

His experience includes primarily PLL implementation but has also implemented and configured AMS and a host of Cityworks plugins, software, and products. He has demonstrated experience in Database Development/Administration and maintenance, map creation, needs assessment, implementation, project management and integration. He also provides system training, technical support, Documentation Management, and general IT.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks PLL & AMS
- Database experience with SQL Server
- Experience with Microsoft Azure Cloud Solutions

Representative Projects

- Aqua Water, TX, Cityworks and PLL Implementation
 - Fully implemented and configured all PLL Workflows, Case Templates, Case Data, Case Types, Tasks, Checklists, Public Access, and Users.
 - Spun up both Production and Test sites for both Office, Public Access, and all Plugins. Restored a backup of their configuration database and restored to local Axim environment.
- Guadalupe County, TX, Cityworks and PLL Implementation
 - Configured ancillary workflows, provided support and configuration revisions.
 - Implemented DigEPlan and applied API licences and helped with onsite discovery.
- Pflugerville, TX, Cityworks and PLL Implementation
 - Configured ancillary workflows and data for over 50 permits (for both Building and Planning departments).



EDUCATION

BA Degree,
Environmental
Sustainability &
Business
Administrations Minor -
University of Utah, Utah

Craig Lyon

Cityworks Solutions Architect

Mr. Lyon has over six years of Cityworks experience. Starting, Mr. Lyon was employed by Cityworks as a level 1 Help Desk Support rep. Over the years, he was promoted to tier 2 Technical Support, where he utilized SQL Server, Esri GIS, and APIs in more advanced support cases. Looking to expand his horizons, Mr. Lyon applied for the role of a Customer Success Manager within Cityworks. Here he learned how Cities, Counties, and Utility Districts operate. Using his knowledge of Cityworks, he was able to strengthen Cityworks customers by expanding their use deeper into existing departments, as well as exposing new departments.

With such a deep technical understanding of Cityworks and his ability to demonstrate the principles of AMS and PLL, Mr. Lyon was a perfect fit for Centricity GIS to help implement Cityworks for Cities and municipalities nationwide.

Summary of Skills

- Tier 2 Technical Cityworks Support
- Managed nearly 50 Cityworks Customer Accounts
- Experience teaching Cityworks customers how AMS & PLL can add value.

Representative Projects

- Town of Sahuarita, AZ: Cityworks AMS Implementation and Training
 - Full Cityworks AMS across Facility, Streets, Traffic, Fleet, and Wastewater Department.
 - Lead Project Manager for AMS deployment. We're now closing implementation with more departments than initially scoped and before the due date.
- City of Columbus, IN: Cityworks AMS Implementation and Training
 - Phased implementation of the City Utilities Department. Completed full AMS Admin/End-User.
 - Success of City Utility department implementation influenced the Public Works department to deploy Cityworks AMS. Currently configuring Cityworks for the Public Works department.
 - Post-Live Support
- Rancho Palos Verdes Parks & Recs Department, CA: Add on Cityworks Deployment
 - Success of Cityworks AMS Public Works implementation influenced Parks & Recs to deploy Cityworks.
 - Facilitating meetings between contracted IT and GIS companies on behalf of the City department to ensure a quick and complete integration.

Addendum 1 – PLL Implementation

A. INTRODUCTION

Centricity GIS understands that the following requirements have been identified by the City, and will be included in implementation:

- Workflow Review Meetings (Onsite)
- Initial Cityworks Database Configuration
 - Workflows for:
 - Applications – Utility Sign Up (1 Type)
 - Business License Applications (11 Types)
 - Planning Applications (28 Types)
 - Engineering (4 Types)
 - Building Permits Residential (24 Types)
 - Building Permits Commercial (12 Types)
 - Public Works Permits (4 Types)
 - Crystal Reports
 - Application Data
 - Contractors
 - Fees/Deposits
- Review of Configured Database (Onsite)
- Additional PLL Information Configuration
- Admin User Training (Onsite)
- End User Training (Onsite) – Train the Trainer style
- Rollout Support
- Public Access Setup (post-implementation)
- Ad-Hoc Support
- Data Migration

The following tasks are included in this scope of work:

TASK 1: WORKFLOW REVIEW MEETING (ONSITE – 2 DAYS)

As part of the implementation process, we'll arrange a dedicated meeting with City staff to comprehensively review and refine the workflows to be established within the Cityworks PLL application. This collaborative session serves as a forum for the City to shape the system's setup to align closely with their unique needs and processes.



During this vital encounter, the Cityworks team will evaluate the City's existing workflows, shedding light on potential areas for enhancement. Guided by best practices and industry benchmarks, our experts will suggest revisions and modifications to streamline these workflows. The City will be encouraged to contribute their insights, voice any queries or concerns, and provide feedback on the suggested changes.

This Workflow Review Meeting is a key ingredient in guaranteeing that the Cityworks PLL system is customized to bolster the City's business processes and workflows. By refining these workflows, we can elevate operational efficiency, curtail costs, and reinforce the effective management of the City's assets.

Capitalizing on the Cityworks team's extensive experience in asset management and deep comprehension of the Cityworks PLL system, we are dedicated to ensuring that the workflows are not just functional but also optimized, delivering the most advantageous results for the City.

Tasks:

1. Meet with City staff to review and understand the City workflows for PLL
2. Get documentation from City that will provide the basis for the PLL configuration.
 - a. Process Documentation or Diagrams
 - b. Reports
 - c. Fee Schedules
 - d. Application Documents

2 Days Onsite

Deliverable Milestones:

- a. Meeting Notes

TASK 2: INITIAL CITYWORKS SYSTEM DESIGN & CONFIGURATION

Heber City is embarking on an ambitious task to implement the Cityworks PLL (Permits, Licensing, and Land) system, aiming to streamline the city's infrastructure management processes, enhance the quality of citizen services, and increase overall operational efficiency. This project will involve the design, configuration, and implementation of the Cityworks PLL system, tailored specifically to meet Heber City's unique needs.

The Initial Cityworks System Design and Configuration task is the initial and perhaps the most critical phase of the project. The key objective is to set up a robust, flexible, and efficient system that is capable of evolving with the city's growing demands.

In this phase, we will perform a comprehensive analysis of the current system and processes to gather detailed requirements. The design process will involve customizing the Cityworks PLL application's modules to cater to Heber City's specific operational needs, from permit issuance to infrastructure maintenance.



Configuration will follow design, where the Cityworks system will be set up according to the customized design. This includes setting up the necessary databases, interfaces, and ensuring seamless integration with existing systems where necessary.

The goal is to deliver a functional, efficient, and user-friendly Cityworks PLL system that can enhance service delivery, improve decision-making, and ultimately, transform the way Heber City manages its infrastructure and land resources.

This project stands as a testament to Heber City's commitment to leveraging advanced technology for the betterment of its services, staff efficiency, and community engagement.

As part of the Cityworks PLL (Permitting system) implementation, Centricity GIS will configure the initial database to ensure that it meets the specific needs of the City and its end-users. The initial database configuration will involve the following:

1. **PLL Workflows Configuration:** Centricity GIS will configure the Cityworks PLL workflows to meet the specific needs of the City. This will include the creation of permit types, application forms, and workflows for various types of permits. The workflows will be designed to ensure that the permitting process is efficient, accurate, and streamlined.
2. **User Configuration:** Centricity GIS will configure user accounts and security roles to ensure that end-users have the appropriate level of access to the system. This will include the creation of user accounts for various departments and the configuration of security roles to restrict access to sensitive data.
3. **System Customization:** Centricity GIS will customize the Cityworks PLL system to meet the specific needs of the City. This will include the creation of custom fields, forms, and reports to ensure that the system is tailored to the City's unique requirements.

Overall, the initial Cityworks database configuration will be tailored to the specific needs of the City and its end-users. The configuration will be designed to ensure that the Cityworks PLL Permitting system is efficient, accurate, and streamlined. The team will work closely with the City to ensure that the system meets their unique requirements and that it is configured to meet their business processes and operational workflows.

User Acceptance Testing (UAT) for Cityworks PLL System Design and Configuration

Phase Synopsis:

User Acceptance Testing (UAT) is an integral part of the System Design and Configuration phase for the Cityworks PLL implementation in Heber City. This phase allows us to validate the system's functionality, usability, and reliability from the end-user perspective, ensuring that it aligns with Heber City's specific requirements and expectations.

In the UAT phase, a select group of representative end-users will interact with the configured Cityworks PLL system under real-world conditions. They will execute various tasks including but not limited to permit processing, license issuance, and land management workflows. The goal is to mimic actual operational scenarios to ensure that the system can handle all necessary processes effectively and efficiently.

Key areas of focus during the UAT phase will include:

1. **Functionality:** Ensuring the system performs all the necessary functions as expected, from data input to report generation.
2. **Usability:** Assessing the system's user-friendliness and intuitiveness, ensuring users can easily navigate and perform tasks within the system.
3. **Reliability:** Checking the system's ability to perform under peak loads and recover from potential failures.
4. **Compatibility:** Confirming the system's seamless integration with other existing systems.

The UAT phase will also serve as an opportunity for end-users to provide valuable feedback on any potential improvements or necessary modifications to enhance user experience and system efficiency.

Upon successful completion of UAT, and once all identified issues have been addressed, the Cityworks PLL system will be ready for the final rollout. This critical phase ensures that the system is fully prepared to meet Heber City's needs, facilitating a smoother transition and setting the stage for long-term success.

Tasks:

1. Workflows for:
 - a. Applications – Utility Sign Up (1 Type)
 - b. Business License Applications (11 Types)
 - c. Planning Applications (28 Types)
 - d. Engineering (4 Types)
 - e. Building Permits Residential (24 Types)
 - f. Building Permits Commercial (12 Types)
 - g. Public Works Permits (4 Types)
2. User Acceptance and Testing (UAT)
 - a. Functionality
 - b. Usability
 - c. Reliability
 - d. Compatibility

Deliverable Milestones:

- a. Configured Database
- b. User Testing & Acceptance

TASK 3: REVIEW OF CONFIGURED DATABASE (ONSITE)

As part of the Cityworks PLL (Permitting system) implementation, it is important to ensure that the configured database meets the needs of the City and its end-users. Centricity GIS will conduct a remote meeting with City staff to review the workflows and Cityworks setup that has been configured.

The purpose of this meeting is to ensure that the configured database aligns with the City's requirements, business processes, and operational workflows. The Centricity GIS team will present the configured database, highlighting the key features, functionalities, and workflows that have been configured.

During the meeting, the City staff will have an opportunity to ask questions, provide feedback, and make suggestions for any changes or modifications that they would like to see. The Centricity GIS team will work closely with the City staff to ensure that their feedback is taken into consideration and that any necessary changes are made to the configured database.

1. **System Setup:** Centricity GIS will review the system setup, including the configuration of the permit types, application forms, workflows, and approval processes.
2. **User Interface:** Centricity GIS will demonstrate the user interface, highlighting the key features and functionalities of the Cityworks PLL system.
3. **Reporting:** Centricity GIS will present the reporting capabilities of the Cityworks PLL system, including the reports that have been configured.

Overall, the review of the configured database will ensure that the Cityworks PLL Permitting system meets the needs of the City and its end-users. This will provide an opportunity for City staff to provide feedback and make suggestions, ensuring that the implementation is successful and sustainable in the long-term.

Task will be onsite for up to 1 Day.

Tasks:

1. Database Review
2. Workflow changes and configuration changes as needed

Deliverable Milestones:

- a. Meeting Notes
- b. Configuration changes

TASK 4: ADDITIONAL INFORMATION CONFIGURATION (REMOTE)

Centricity GIS will provide comprehensive additional information configuration for the Cityworks PLL (Permitting system) implementation. The team will configure additional information collected as part of application forms, fees and deposits, contractor types, and any additional, ancillary application data that needs to be tracked inside of Cityworks.

The additional information configuration will ensure that the Cityworks PLL system collects and stores all the necessary information required to process permit applications and manage the permitting process effectively. The team will work closely with the City to understand its unique needs and ensure that the system is configured to meet its specific requirements.

1. **Application Form Configuration:** Centricity GIS will configure the application forms to capture all the necessary information required for processing permit applications, including contact information, project details, and payment information.
2. **Fees and Deposits Configuration:** Centricity GIS will configure the fees and deposits module to collect all the necessary information required for processing permit fees and deposits, including payment methods, payment terms, and payment schedules.
3. **Contractor Types Configuration:** Centricity GIS will configure the contractor types module to capture all the necessary information required for managing contractor types, including licenses, insurance, and qualifications.
4. **Ancillary Application Data Configuration:** Centricity GIS will configure any additional ancillary application data required by the City, such as zoning information, environmental assessments, and other relevant information.

Overall, the additional information configuration provided by Centricity GIS will ensure that the Cityworks PLL Permitting system collects and stores all the necessary information required to process permit applications and manage the permitting process effectively. The configuration will be tailored to meet the specific needs of the City, ensuring that it is efficient, accurate, and streamlined.

Tasks:

1. Configure additional info
2. Configure Fees/Deposits
3. Configure Contractor Types
4. Any Additional Application Data

Deliverable Milestones:

- a. Meeting Notes
- b. Any additional configuration changes

TASK 5: REPORTS AND INBOXES/DASHBOARDS (REMOTE)

Centricity GIS will provide comprehensive reporting capabilities for the Cityworks PLL (Permitting system) implementation. The team will build up to 25 reports using SAP Crystal Reports that pull Cityworks data into various formats and layouts. The reports will be designed to meet the specific needs of the City and its end-users, providing easy access to relevant data, and enabling informed decision-making.

The reports will cover a wide range of topics, including permit activity reports, revenue reports, inspection reports, and work order reports. The reports will be designed with user-friendly layouts and formats, including charts, tables, and graphs, to provide a quick and easy-to-understand snapshot of the data.

Additionally, Centricity GIS will configure inboxes and dashboards so that users can easily find pertinent information such as available tasks, open permits, and pending inspections. The inboxes and dashboards will be designed with user-friendly interfaces, allowing end-users to quickly view, access and manage their tasks.

The dashboards will be customized to meet the specific needs of each department, providing relevant data and KPIs that enable effective decision-making. The dashboards will also be designed to be responsive, allowing users to access them from any device, including mobile devices and tablets.

Overall, the reporting capabilities provided by Centricity GIS will enable the City to make informed decisions based on real-time data. The reports and dashboards will provide valuable insights into the performance of the Cityworks PLL Permitting system, enabling the City to optimize its operations, improve customer service, and achieve its objectives.

Tasks:

1. Configure 25 Crystal Reports
2. Configure Inboxes and Dashboards

Deliverable Milestones:

- a. 25 Crystal Reports
- b. At least one inbox/dashboard per user

TASK 6: ADMIN TRAINING (ONSITE – 1 DAY)

The success of a Cityworks PLL implementation is highly dependent on the quality of training provided to the system administrators. Centricity GIS will provide onsite training for the primary administrators of the Cityworks PLL Permitting system. The City will provide the necessary training facility and computers for staff use.

The onsite training will cover the following areas:

1. **System Configuration:** Administrators will learn how to configure the Cityworks PLL Permitting system to meet the specific needs of their department, including creating permit types, application forms, and fee schedules.
2. **User Administration:** Administrators will learn how to manage user accounts, security roles, and permissions in the Cityworks PLL Permitting system.
3. **Reporting:** Administrators will learn how to generate reports and analyze data in the Cityworks PLL Permitting system, including permit activity reports, revenue reports, and inspection reports.
4. **System Maintenance:** Administrators will learn how to perform routine maintenance tasks such as system backups, software updates, and database management.

Following the training of the Administrator users, Centricity GIS will conduct a “Train-the-Trainer” style session with key department staff. The purpose of this training is to equip key department staff with the knowledge and skills necessary to train other field personnel who will use the system. The trainers will receive practical guidance on how to develop training materials and techniques for effective knowledge transfer to end-users.

The training will be tailored to the specific needs of the City and its end-users. The trainers will be experienced professionals who have in-depth knowledge of the Cityworks PLL Permitting system. They will ensure that the training is engaging, interactive, and practical, with plenty of opportunities for administrators to practice using the system. Training will equip administrators with the necessary knowledge and skills to manage the Cityworks PLL Permitting system effectively. The Train-the-Trainer session will ensure that key department staff can effectively train other end-users, ensuring that the implementation is successful and sustainable in the long-term.

Deliverable Milestones:

- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)

TASK 7: END USER TRAINING (ONSITE – 5 DAYS)

The success of a Cityworks PLL implementation is largely dependent on the level of training provided to the end-users. Centricity GIS will provide onsite training for the primary end-users of the Cityworks PLL Permitting system. The City will provide the necessary training facility and computers for staff use.

The purpose of the training is to equip the primary end-users with the knowledge and skills necessary to use the Cityworks PLL Permitting system effectively. The training will also enable them to train other field personnel who will use the system, ensuring that the implementation is successful and sustainable in the long-term.

The training will be conducted over five (5) days and will cover the following areas:

1. **System Overview:** End-users will be provided with an overview of the Cityworks PLL Permitting system, including its functionalities and features.
2. **Permitting Processes:** End-users will learn how to create, manage and process permit applications, renewals and inspections using the Cityworks PLL system.
3. **Configuration:** End-users will learn how to configure the system to meet the specific needs of their department, including creating permit types, application forms, and fee schedules.
4. **Reporting:** End-users will learn how to generate reports and analyze data in the Cityworks PLL system, including permit activity reports, revenue reports, and inspection reports.
5. **System Administration:** End-users will learn how to manage user accounts, security roles, and permissions in the Cityworks PLL system.

The training will be tailored to the specific needs of the City and its end-users. The trainers will be experienced professionals who have in-depth knowledge of the Cityworks PLL Permitting system. They will ensure that the training is engaging, interactive, and practical, with plenty of opportunities for end-users to practice using the system.

Overall, the four-day onsite training provided by Centricity GIS will equip end-users with the necessary knowledge and skills to use the Cityworks PLL Permitting system effectively. This will result in increased efficiency, improved accuracy, and better customer service for the City's constituents.

Training will occur over 5 days

Deliverable Milestones:

- a. User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live

TASK 8: COMPREHENSIVE ROLLOUT SUPPORT (ONSITE - 5 DAYS)

As Heber City transitions to the new Cityworks PLL system, Centricity's seasoned implementation team will be physically present onsite to provide a robust support structure during the critical Go-Live phase. This hands-on assistance aims to guarantee a smooth, successful system rollout.

Over the span of five days, our dedicated team will offer real-time guidance, troubleshoot any immediate issues, and assist end-users in adapting to the new system. This direct approach serves to mitigate potential teething problems that may arise during the initial deployment phase.

Beyond technical troubleshooting, we'll ensure that all end-users understand the full functionality of the Cityworks PLL system and feel comfortable navigating its features. This interactive, onsite support period is also an opportunity for us to receive direct feedback and make necessary adjustments promptly.

Our team will be fully committed to addressing all questions and concerns, reinforcing training, and guaranteeing a successful transition to the new system. Our aim is to leave no question unanswered and no issue unresolved, ensuring that Heber City's operations continue to run smoothly during and after this pivotal Go-Live phase.

- 1. Determine with department manager/champion what data/inboxes need to be displayed.
- 2. Build Dashboards – Build end user and management inboxes/dashboards
- 3. Cityworks Reconfiguration that needs completed based on Workflow Meetings and Admin training.
- 4. Configuration of Mobile Apps

Go Live/Rollout Support will occur over 5 days

Deliverable Milestones:

- a. Onsite Roll Out Support

TASK 9: CITYWORKS PUBLIC ACCESS PORTAL SETUP

Following the comprehensive stages of system configuration, installation, and staff training, Task 9 will focus on the vital process of setting up the Cityworks PLL Public Access Portal.

This task ensures Heber City's residents have an accessible and user-friendly digital gateway to various city services. It's not just about enabling online access to permits, licensing, and land management services, but also about fostering a transparent and interactive relationship between the city administration and its residents.

Our team will leverage its experience and technical expertise to build an intuitive, secure, and efficient Public Access Portal. The goal is to ensure seamless self-service functionality, enabling residents to submit applications, view application statuses, schedule inspections, and more, all with a few clicks.

1. Setup of Cityworks Public Access Portal
2. Testing

Deliverable Milestones:

- a. PLL Portal Setup

TASK 10: AD-HOC SUPPORT

After the configuration, installation, and training phases have concluded, Centricity GIS will provide ad-hoc troubleshooting and support services to the City for the Cityworks PLL (Permitting system) implementation.

The ad-hoc support services will include assistance with:

- **System Issues:** Centricity GIS will provide support for any system issues that may arise, such as system downtime or performance issues.
- **User Support:** Centricity GIS will provide support for end-users who may have questions or require assistance with using the Cityworks PLL system.
- **Customization:** Centricity GIS will provide support for any customization requirements that the City may have, ensuring that the system is tailored to meet their unique needs.
- **Data Management:** Centricity GIS will provide support for any data management issues that may arise, ensuring that data is accurately stored, retrieved, and managed.

The ad-hoc support services will be provided on an as-needed basis, with Centricity GIS being available to respond to issues or queries promptly. The support services will be designed to ensure that the City's Cityworks PLL system is running smoothly and that end-users are able to use the system effectively to manage their permitting process.

Overall, the ad-hoc support services provided by Centricity GIS will ensure that the City's Cityworks PLL system is running optimally, enabling the City to efficiently manage their permitting process and provide better customer service to their constituents.

The Ad-Hoc Support Phase is a crucial part of our Cityworks PLL implementation strategy. This phase focuses on providing comprehensive and timely support to Heber City, UT, through the Centricity Support Portal, powered by Teamwork Desk.

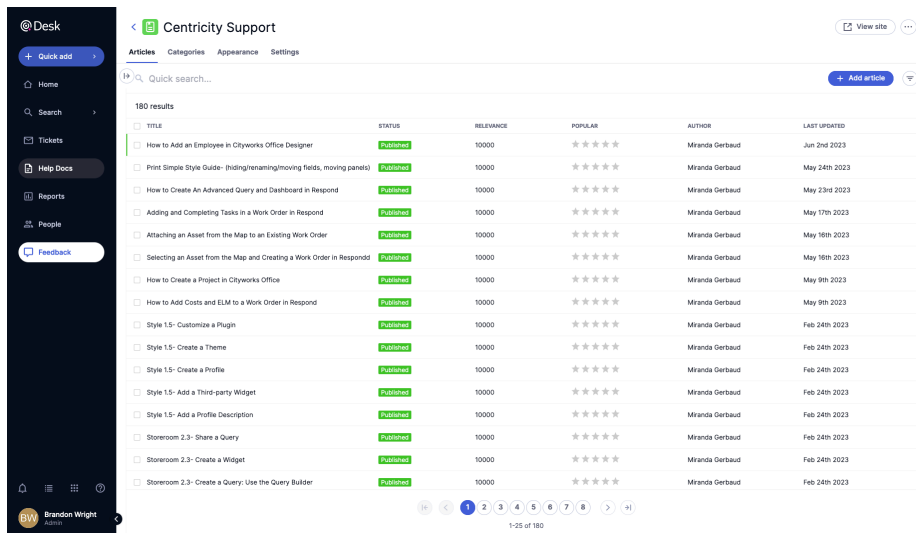
Centricity Support Portal is a dedicated platform that offers a vast repository of resources and a seamless interface to submit help tickets, ensuring that users receive effective and efficient assistance whenever needed. Key features of this phase include:

1. **Cityworks Help and Quick Start Guides:** The portal provides access to hundreds of help articles and quick start guides specific to Cityworks PLL. These resources cover a wide range of topics from basic feature introductions to detailed guides on complex functionalities. The aim is to offer self-service support enabling users to understand and resolve common issues quickly.
2. **Help Ticket Submission:** For issues that require expert intervention, users can submit help tickets directly through the portal. The Teamwork Desk-powered

system ensures prompt assignment and handling of tickets, providing users with swift and targeted assistance.

3. **Trackable Support:** Every help ticket submitted generates a unique ticket number that allows users to track the status of their query. They will receive timely updates as their ticket progresses through evaluation, assignment, and resolution stages.
4. **Expert Support:** The Centricity Support team, comprising Cityworks PLL experts, handles all help tickets. With a deep understanding of the software and extensive experience in municipal asset management, they provide reliable solutions tailored to the city's operations.
5. **Continuous Support:** The Ad-Hoc Support Phase is not confined to the initial implementation period. Our team will provide ongoing support, evolving with Heber City as it grows and its needs change.

The goal of this phase is to ensure a smooth transition for Heber City into utilizing Cityworks PLL to its full potential, with minimal disruption to daily operations. By making resources readily accessible and ensuring expert help is always just a ticket away, we aim to instill confidence in the city's staff to use the PLL effectively and efficiently.



TITLE	STATUS	RELEVANCE	POPULAR	AUTHOR	LAST UPDATED
How to Add an Employee in Cityworks Office Designer	Published	10000	★★★★★	Miranda Gerbaud	Jun 2nd 2023
Print Simple Style Guide- (hiding/naming/moving fields, moving panels)	Published	10000	★★★★★	Miranda Gerbaud	May 24th 2023
How to Create An Advanced Query and Dashboard in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 23rd 2023
Adding and Completing Tasks in a Work Order in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 17th 2023
Attaching an Asset from the Map to an Existing Work Order	Published	10000	★★★★★	Miranda Gerbaud	May 16th 2023
Selecting an Asset from the Map and Creating a Work Order in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 16th 2023
How to Create a Project in Cityworks Office	Published	10000	★★★★★	Miranda Gerbaud	May 9th 2023
How to Add Costs and ELM to a Work Order in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 9th 2023
Style 1.5- Customize a Plugin	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Create a Theme	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Create a Profile	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Add a Third-party Widget	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Add a Profile Description	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Storeroom 2.3- Share a Query	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Storeroom 2.3- Create a Widget	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Storeroom 2.3- Create a Query: Use the Query Builder	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023

Article Preview

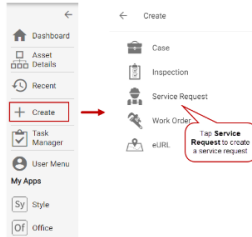
Open in Editor

Respond - Create a Service Request

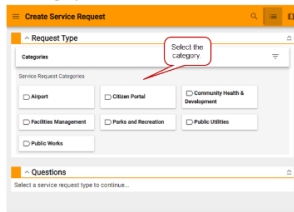
Oct 4th 2022, by Daniel Widenhouse

Create a Service Request

1. From the menu, tap **Create**, then **Service Request**.

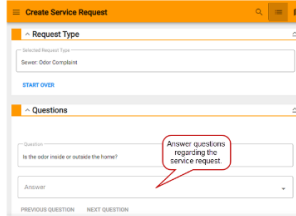


2. In the **Request Type** panel, select the category.



3. Once a category is selected, select the service request template.

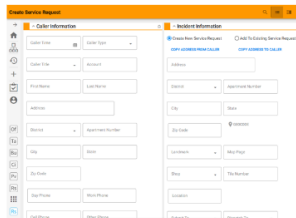
The **Questions** panel populates with questions if any have been defined by the administrator.



6. When you answer the last question, tap **Complete**.
7. Next, enter any details about the request in the **Caller Information** and **Incident Information** panels.

You can tap **Copy Address from Caller** or **Copy Address to Caller** to quickly fill in the address information in the **Caller Information** and **Incident Information** panels.

8. In the **Incident Information** panel, select **Create New Service Request**.



Used as needed up to 80 hours.

1. Determine with department manager/champion what data/inboxes need to be displayed.
2. Build Inboxes – Build end user and management inboxes
3. Cityworks Reconfiguration that needs completed based on Workflow Meetings and Admin training.
4. Configuration of Mobile Apps (if applicable licenses from Cityworks apply)
5. Crystal Report Development
6. Dashboards and KPI's
7. Billed at \$175/Hr as Used

Deliverable Milestones:

- a. Access to the Centricity Support Portal

TASK 11: HISTORICAL DATA MIGRATION

As a crucial phase of the Cityworks PLL implementation for Heber City, this task focuses on the comprehensive migration of historical Permit and Licensing data from four existing systems: iWorQ, Civic Review, City Inspect, and Pelorus, into the new Cityworks PLL system. This task is designed to secure the city's rich historical data, ensuring its accessibility and usefulness within the new system, thereby promoting an uninterrupted and smooth transition.



Highlighted points of this task include:

1. **Data Mapping:** A detailed mapping analysis will be carried out to align the data structures from the source systems (iWorQ, Civic Review, City Inspect, and Pelorus) to the Cityworks PLL system. This guarantees the appropriate correspondence of data fields and the maintenance of data associations.
2. **Data Cleansing:** Prior to migration, a data cleansing phase will be performed to detect and correct (or remove) any corrupt, inaccurate items, or duplicates from the data set, thus preserving the reliability and quality of the data being migrated.
3. **Data Migration:** The core data migration process involves the safe and secure transfer of the city's historical permit and licensing data from the source systems to Cityworks PLL. We will utilize advanced data migration tools and methodologies to ensure a seamless transition with zero data loss and minimal disruption.
4. **Data Validation:** After the migration, we will conduct an extensive validation procedure to confirm all data has been accurately transferred and correctly mapped. This involves cross-checking records and ensuring data consistency across the systems.
5. **Issue Resolution:** Any discrepancies or issues identified during the validation process will be promptly addressed and resolved, ensuring a clean, accurate, and fully integrated data set in the Cityworks PLL system.

The primary aim of this task is to facilitate a seamless and accurate transition of data from the existing systems to the Cityworks PLL platform. This sets a strong foundation for Heber City to effectively leverage the Cityworks PLL system for improved infrastructure management and enhanced service delivery.

Deliverable Milestones:

- a. Data mapping and conversion plan
- b. Data migration scripts or programs
- c. Import log
- d. Test plans and test cases
- e. Data migration completion report

Addendum 2 – AMS Implementation

Scope of Work:

This scope of work identifies the tasks required for the successful implementation of Cityworks for Cityworks AMS. Centricity GIS understands that the following requirements have been identified and will be included in implementation:

- Workflow Review Meetings (Onsite)
- Initial Cityworks AMS Database Configuration for the following divisions: **Parks, Water, Sewer, Pressurized Irrigation, Stormwater, Streets and Fleet**
 - Service Requests, Work Orders, Inspections
 - Setup Employees, and Equipment
 - Storeroom (Warehouse Inventory Management)
- User Acceptance and Testing (UAT)
- Review of Configured Database (Onsite)
- Admin User Training (Onsite)
- End User Training (Onsite)
- Rollout Support
- Ad-Hoc Support
- Data Migration of Historical Work Orders and Service Requests

We'll ensure that all of these requirements are met during the implementation process and that the final Cityworks solution is tailored to the City's specific needs. Our team is dedicated to providing a successful and streamlined implementation experience.

TASK 1: WORKFLOW REVIEW MEETING (ONSITE)

As part of the implementation process, we'll arrange a dedicated meeting with City staff to comprehensively review and refine the workflows to be established within the Cityworks AMS application. This collaborative session serves as a forum for the City to shape the system's setup to align closely with their unique needs and processes.

During this vital encounter, the Cityworks team will evaluate the City's existing workflows, shedding light on potential areas for enhancement. Guided by best practices and industry benchmarks, our experts will suggest revisions and modifications to streamline these workflows. The City will be encouraged to contribute their insights, voice any queries or concerns, and provide feedback on the suggested changes.



This Workflow Review Meeting is a key ingredient in guaranteeing that the Cityworks AMS system is customized to bolster the City's business processes and workflows. By refining these workflows, we can elevate operational efficiency, curtail costs, and reinforce the effective management of the City's assets.

Capitalizing on the Cityworks team's extensive experience in asset management and deep comprehension of the Cityworks AMS system, we are dedicated to ensuring that the workflows are not just functional but also optimized, delivering the most advantageous results for the City.

Tasks:

3. Meet with City staff to review and understand the City workflows.
4. Get documentation from City that will provide the basis for the Business Unit AMS configuration.
 - a. Print Documents
 - b. Reports
 - c. Diagrams, Etc.

2 Days Onsite

Deliverable Milestones

- a. Meeting Notes

TASK 2: INITIAL CITYWORKS SYSTEM DESIGN & CONFIGURATION

This task involves the detailed configuration of the Cityworks system and database, a critical phase during which our Cityworks team collaborates with the client to intricately design and calibrate the system to match their distinct requirements. This process encompasses identifying the client's variety of asset types, understanding their data requisites, decoding their workflows, and appreciating their business procedures - all in order to configure the system most aptly.

The Initial Cityworks System Design & Configuration is an integral juncture in the Cityworks AMS implementation process; it sets the cornerstone for the complete system. A system that is adeptly designed and configured can enable organizations to make their operations more seamless, boost data accuracy, and facilitate superior asset-related decision-making. Through our close collaboration with the client during this pivotal stage, the Cityworks team is committed to customizing a system that is precisely attuned to their needs, promising to deliver unmatched value in the long run.



User Acceptance Testing (UAT) Phase

The User Acceptance Testing (UAT) phase is a crucial component of the System Design and Configuration stage of our AMS implementation. This task is designed to ensure that the implemented system meets the specific needs and requirements of the end-users in Heber City, UT, before it's deployed for everyday use.

During the UAT phase, the AMS solution will be rigorously tested in a real-world scenario by the actual end-users from Heber City. These selected users will interact with the system, carrying out tasks and functions that they would typically perform during their daily work routine.

Key activities in the UAT phase include:

1. **Test Plan Development:** We will work with the Heber City team to develop a detailed UAT plan that defines the scope, testing schedule, testing scenarios, expected outcomes, and criteria for success.
2. **Test Case Execution:** End-users will execute the UAT plan under our guidance. This process involves simulating real-world scenarios to ensure the system can handle tasks and return the expected results effectively and efficiently.
3. **Feedback Gathering:** After executing each test case, we will collect feedback from the users about their experience with the system, including ease of use, functionality, and any issues encountered.
4. **Issue Resolution:** Any issues identified during UAT will be recorded, analyzed, and resolved by our technical team. We will then iterate the testing process until all issues are fixed and the system performs as expected.

5. **Test Documentation:** All test scenarios, findings, and changes made will be meticulously documented. This provides a reference for any future system updates or troubleshooting needs.
6. **Sign-off:** Once the AMS solution passes all the outlined test cases and meets Heber City's approval, the UAT phase will be concluded with a formal sign-off, marking the system ready for deployment.

The UAT phase is designed to ensure that the implemented Cityworks AMS is fully tailored to the city's needs and workflows. This rigorous testing process will help to ensure that the system not only meets but exceeds Heber City's expectations, providing a robust, user-friendly tool that facilitates efficient and effective asset management.

Tasks:

1. Initial Cityworks AMS Database Configuration for the following divisions: **Parks, Water, Sewer, Pressurized Irrigation, Stormwater, Streets and Fleet**
 - a. Service Requests, Work Orders, Inspections
 - b. Setup Employees, and Equipment
 - c. Storeroom (Warehouse Inventory Management)
2. Reports
3. GIS Integration
4. Field Module Setup
5. User Acceptance and Testing (UAT)
 - a. Test Plan
 - b. Test Case Execution
 - c. Feedback Gathering
 - d. Issue Resolution
 - e. Test Documentation
 - f. Sign-Off

Deliverable Milestones:

- a. Configured Database
- b. UAT Complete

TASK 3: DATABASE REVIEW (ONSITE)

This task involves an in-depth, onsite meeting with the City staff, aimed at reviewing both the newly configured workflows and the Cityworks setup. The goal of this collaboration is to meticulously scrutinize the City's asset data and Cityworks information. Our primary objective is to confirm the accuracy, completeness, and organization of the data.

Such careful evaluation ensures that the City's setup aligns seamlessly with the newly configured Cityworks AMS, thereby promoting operational efficiency, enhancing data reliability, and guaranteeing optimal asset management.



Tasks:

3. Database Review
4. Workflow changes and configuration changes as needed
 - a. Onsite Workshops
 - b. Configuration and Documentation
 - c. Demonstrate Configuration
 - d. Internal Review and Feedback

1 Day Onsite

Deliverable Milestones:

- c. Meeting Notes
- d. Configuration changes

TASK 4: ADDITIONAL INFORMATION CONFIGURATION (REMOTE)

This task will consist of comprehensive and detailed configuration of Cityworks AMS functionalities, including dashboards, saved searches, reports, and additional features, custom-tailored to cater to the unique needs of Heber City.

The primary objective of this task is to enhance data visibility, reporting efficiency, and user accessibility, enabling Heber City's municipal employees to make informed decisions and streamline their operations. Our team will carry out the following key activities

Our aim with this task is to create a comprehensive, data-rich environment within Cityworks, ensuring that every



piece of pertinent information is captured and organized efficiently, thereby promoting seamless tracking and management of all elements related to asset management.

Tasks:

5. Configure additional info
6. Up to 6 Custom Crystal Reports
7. Configure Respond Inboxes for End Users (up to 2 inboxes per user)
8. Creation of Saved Searches for Inboxes
9. Creation of Saved Advanced Queries for Respond Dashboards

Deliverable Milestones:

- c. Meeting Notes
- d. Any additional configuration changes and Inboxes and Dashboards

TASK 5: ADMIN TRAINING (ONSITE)

Centricity GIS will deliver onsite Administrator training for the Cityworks system, for which the City will furnish the necessary training facilities and computers. The selection of Administrator users will be determined during the initial Kickoff and Configuration stages of the implementation.

Upon completing the Administrator user training, Centricity GIS will pivot to a "Train-the-Trainer" approach, focusing on key department staff members. The intent of this session is to equip these individuals with the knowledge and procedural understanding required to guide the training of all other field personnel who will be utilizing the system.

During the Administrator Training, a specific segment will be dedicated to Crystal Reports to ensure that the City's Administrator staff gain proficiency in generating custom reports, as per the City's requirements.



Additionally, the Administrator Training will place substantial emphasis on Searching/Reporting within Cityworks. This is designed to instill a deep understanding of how to effectively extract and organize data from the Cityworks system, thereby empowering the City's staff with the skills to manipulate and interpret their asset data efficiently.

1 Day Onsite

Deliverable Milestones:

- a. Admin Training
- b. Report Training
- c. Copy of training material used in training session delivered in digital format (PDF)
- d. Preparation for Go-live

TASK 6: END USER TRAINING (ONSITE)

Centricity GIS will facilitate an onsite training program specifically designed for the primary or "End Users" of the Cityworks system. The City is responsible for supplying the requisite training facilities and computer equipment for staff use during this training.

The objective of this training phase is to equip all field personnel with the essential knowledge and procedural proficiency to seamlessly use the Cityworks system.

This comprehensive training program will span over five days onsite, with a segmented focus:

- **Supervisor Level Training:** This module, spanning over two days, will cater to supervisory personnel, providing them with an advanced understanding of the Cityworks system.
- **Field Support Level Training:** Over the course of three days, this session will equip field support staff with practical knowledge and hands-on experience, preparing them for effective usage of the Cityworks system in their day-to-day roles.

By the end of this training period, we aim for all End Users to feel comfortable and confident in navigating the Cityworks system, ensuring efficient asset management across the City.

Training will occur over 5 days Onsite (AMS Training)

Deliverable Milestones:

- a. User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live

TASK 7: ROLLOUT SUPPORT (ONSITE)

Upon the successful completion of the configuration, installation, and training phases, Centricity GIS will offer onsite Rollout Support to ensure a smooth transition to the new Cityworks system. This support involves:

1. **Data/Inbox Display Consultation:** We will collaborate with the department manager or chosen representative to ascertain which data and inboxes need to be prominently displayed.
2. **Dashboard Development:** We will create customized end user and management inboxes/dashboards, designed for easy access and overview of critical data.
3. **Cityworks Reconfiguration:** We will undertake necessary reconfigurations of the Cityworks system, based on the insights gained during the Work Flow Meetings and Administrator training.
4. **Mobile Apps Configuration:** To ensure accessibility and flexibility, we will configure Cityworks Mobile Apps, allowing for on-the-go management of assets.

This intensive support phase will be conducted over five days onsite. Our goal is to ensure that the transition to the new system is as seamless as possible, fostering a sense of confidence and ease amongst all users.



5 Days Onsite

Deliverable Milestones:

- a. Onsite Roll Out Support

TASK 8: AD-HOC SUPPORT

Upon successful completion of the configuration, installation, and training phases, Centricity GIS will provide Ad-Hoc Support services to address any emergent issues or complications. These services, which encompass troubleshooting and additional support, can be availed as necessary, up to a total of 40 hours (AMS Support) are included with the implementation services and begin AFTER Go live with Cityworks AMS.

Our objective is to ensure the Cityworks system's smooth operation and the client's continued satisfaction, by promptly addressing any challenges that may arise during the transition period and beyond. We're committed to delivering optimal value from the Cityworks system and ensuring the City's successful journey towards improved asset management.



The Ad-Hoc Support Phase is a crucial part of our Cityworks AMS implementation strategy. This phase focuses on providing comprehensive and timely support to Heber City, UT, through the Centricity Support Portal, powered by Teamwork Desk.

Centricity Support Portal is a dedicated platform that offers a vast repository of resources and a seamless interface to submit help tickets, ensuring that users receive effective and efficient assistance whenever needed. Key features of this phase include:

6. **Cityworks Help and Quick Start Guides:** The portal provides access to hundreds of help articles and quick start guides specific to Cityworks AMS. These resources cover a wide range of topics from basic feature introductions to detailed guides on complex functionalities. The aim is to offer self-service support enabling users to understand and resolve common issues quickly.
7. **Help Ticket Submission:** For issues that require expert intervention, users can submit help tickets directly through the portal. The Teamwork Desk-powered system ensures prompt assignment and handling of tickets, providing users with swift and targeted assistance.
8. **Trackable Support:** Every help ticket submitted generates a unique ticket number that allows users to track the status of their query. They will receive timely updates as their ticket progresses through evaluation, assignment, and resolution stages.
9. **Expert Support:** The Centricity Support team, comprising Cityworks AMS experts, handles all help tickets. With a deep understanding of the software and extensive experience in municipal asset management, they provide reliable solutions tailored to the city's operations.
10. **Continuous Support:** The Ad-Hoc Support Phase is not confined to the initial implementation period. Our team will provide ongoing support, evolving with Heber City as it grows and its needs change.

The goal of this phase is to ensure a smooth transition for Heber City into utilizing Cityworks AMS to its full potential, with minimal disruption to daily operations. By making resources readily accessible and ensuring expert help is always just a ticket away, we aim to instill confidence in the city's staff to use the AMS effectively and efficiently.

TITLE	STATUS	RELEVANCE	POPULAR	AUTHOR	LAST UPDATED
How to Add an Employee in Cityworks Office Designer	Published	10000	★★★★★	Miranda Gerbaud	Jun 2nd 2023
Print Simple Style Guide - (adding/naming/moving fields, moving panels)	Published	10000	★★★★★	Miranda Gerbaud	May 24th 2023
How to Create An Advanced Query and Dashboard in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 23rd 2023
Adding and Completing Tasks in a Work Order in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 17th 2023
Attaching an Asset from the Map to an Existing Work Order	Published	10000	★★★★★	Miranda Gerbaud	May 16th 2023
Selecting an Asset from the Map and Creating a Work Order in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 16th 2023
How to Create a Project in Cityworks Office	Published	10000	★★★★★	Miranda Gerbaud	May 9th 2023
How to Add Costs and ELM to a Work Order in Respond	Published	10000	★★★★★	Miranda Gerbaud	May 9th 2023
Style 1.5- Customize a Plugin	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Create a Theme	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Create a Profile	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Add a Third-party Widget	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Style 1.5- Add a Profile Description	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Storeroom 2.3- Share a Query	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Storeroom 2.3- Create a Widget	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023
Storeroom 2.3- Create a Query: Use the Query Builder	Published	10000	★★★★★	Miranda Gerbaud	Feb 24th 2023

Article Preview

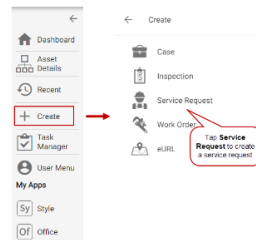
Open in Editor

Respond - Create a Service Request

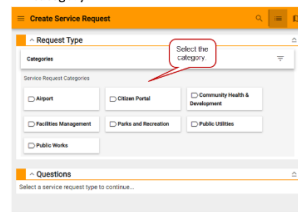
Oct 4th 2022, by Daniel Widenhouse

Create a Service Request

- From the menu, tap **Create**, then **Service Request**.

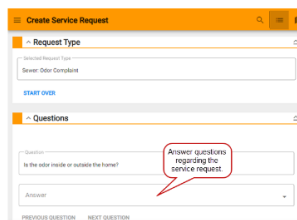


- In the **Request Type** panel, select the category.



- Once a category is selected, select the service request template.

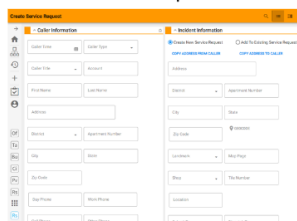
The **Questions** panel populates with questions if any have been defined by the administrator.



- When you answer the last question, tap **Complete**.
- Next, enter any details about the request in the **Caller Information** and **Incident Information** panels.

You can tap **Copy Address from Caller** or **Copy Address to Caller** to quickly fill in the address information in the **Caller Information** and **Incident Information** panels.

- In the **Incident Information** panel, select **Create New Service Request**.



Used as needed up to 40 hours.

1. Determine with department manager/champion what data/inboxes need to be displayed.
2. Build Inboxes – Build end user and management inboxes
3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
4. Configuration of Mobile Apps (if applicable licenses from Cityworks apply)
5. Crystal Report Development
6. Dashboards and KPI's
7. Centricity Support Desk Access

Deliverable Milestones:

- a. Support as needed at negotiate rate of \$175/hr (40 Hours Included as part of Implementation Support)
- b. Billed as used
- c. Access to Centricity Support and Support Portal

TASK 9: HISTORICAL DATA MIGRATION

Centricity fully recognizes that Heber is currently using other asset management system(s).



As Cityworks partner, we understand the nuances of Cityworks and have performed many data migrations in the past for AMS (and PLL) systems. This understanding facilitates seamless data extraction from Current/historical system, preparation for migration, and ultimately, the integration of this data into Cityworks.

This expertise translates into efficient data scrubbing, mapping, and transformation, thus ensuring compatibility with Cityworks AMS. We also possess the capability to develop custom scripts or programs to convert data into the required format for import, further simplifying the migration process.

Post-migration, we will conduct rigorous testing to ensure accurate data transfer and seamless integration into Cityworks AMS. Moreover, we will provide comprehensive training and ongoing support to end-users to familiarize them with the new system, enabling them to access and use the migrated data effectively.

In essence, our understanding of Heber's current use of Current/historical system, our partnership with Cityworks, and our proficiency in data migration collectively ensure a smooth, comprehensive, and thorough transition of your historical work history data from Current/historical system to Cityworks AMS.

Deliverable Milestones:

- a. Data mapping and conversion plan
- b. Data migration scripts or programs
- c. Import log
- d. Test plans and test cases
- e. Data migration completion report



PROPOSAL

Cityworks AMS & PLL Implementation Services

Prepared for:

Heber City, UT
75 North Main
Heber, UT 84032

June 22, 2023

CONTACT:

Brandon Wright
801-376-8160
bwright@centricitygis.com



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Addendum 3 – Cost Proposal

PLL Fee/Cost Proposal

Task	Description	Total Cost
1	Workflow Review Meetings (2 Day Onsite)	\$ 4,000
	Workflow Meetings Meeting Notes	
2	Initial Cityworks Database Configuration (Remote)	\$ 60,000
	All groups as outlines in details section User Acceptance and Testing (UAT)	
3	Database Review (Onsite)	\$ 2,000
	Meeting Notes and Action Items	
4	Additional PLL Information Configuration (Remote)	\$ 8,000
	Configure additional info Configure Fees/Deposits Configure Contractor Types Any Additional Application Data	
5	Reports and Inboxes/Dashboards	\$ 8,000
	Inboxes Dashboards Crystal Reports (25)	
6	Admin User Training (1 Day Onsite)	\$ 2,000
	Onsite Administrator Training for City Admins	
7	End User Training (5 Days Onsite)	\$ 10,000
	Onsite End User Training for City Users	
8	Rollout Support (5 Days Onsite)	\$ 5,000
	Onsite Support for End Users when system goes live	
9	Cityworks Public Access Portal Setup	\$ 15,000
	Setup of Cityworks Public Access Portal	
10	Ad-Hoc Support (up to 80 hours)	\$ 14,000
	Configuration Changes Admin Support Dashboards/KPI's Mobile App Configuration Any other Ad-Hoc Support that may be needed Additional Crystal Report Development Billed Hourly as used at \$175/Hr (Local Utah Client Rate) *	
11	Data Migration into PLL	\$ 30,000
	Civic Review iWorQ Pelorus City Inspect	
	Total PLL Implementation Training and Onsite Visits	\$ 158,000

AMS Fee/Cost Proposal

Task	Description	Total Cost
1	Workflow Review Meetings (2 Days Onsite)	\$ 4,000
	Kickoff Meeting & Workflow Meetings Meeting Notes	
2	Initial Cityworks Database Configuration	\$ 20,000
	Configuration for Cityworks AMS User Acceptance and Testing (UAT)	
3	Database Review (1 Day Onsite)	\$ 2,000
	Post Review Changes Meeting Notes and Action Items	
4	Additional Information Configuration	\$ 2,000
	Dashboards Saved Searches Inboxes Configuration Changes Crystal Reports (Up to 6 Crystal Reports Developed)	
5	Admin Training (1 Day Onsite)	\$ 2,000
	Onsite Admin Training for City Admin Users	
6	End User Training (5 Days Onsite)	\$ 10,000
	Onsite End User Training for City Users - 2 Days Supervisor Level - 3 Days Field Support Level	
7	Rollout Support (5 Days Onsite)	\$ 5,000
	Onsite Support for End Users when system goes live	
8	Ad-Hoc Support (up to 40 hours)	\$ Included *
	Configuration Changes Admin Support Dashboards/KPI's Mobile App Configuration Any other Ad-Hoc Support that may be needed Crystal Report Development *(Up to 40 Hours included with Implementation) Billed at \$175/Hr after 40 hours have been exhausted Hours begin after AMS Go Live	
9	Historical Data Migration	\$ 15,000
	Historical Data Migration to Cityworks AMS	
	<u>Total AMS Implementation Including Ad-Hoc Support</u>	<u>\$ 60,000</u>

TOTAL COSTS

AMS & PLL Implementation Services

Task	TOTAL COST SUMMARY	Total Cost
PLL	Total PLL Implementation	\$ 158,000
AMS	Total AMS Implementation	\$ <u>60,000</u>
	<u>Total AMS & PLL Implementation Costs</u>	<u>\$ 218,000</u>

Proposed Fee Schedule for Cityworks Implementation

The following is a fee schedule proposing the hourly rates for all of the personnel anticipated to work on the Cityworks PLL and AMS implementation project for Heber City:

1. **Project Manager:** The Project Manager will oversee the entire implementation, ensuring the project stays on track and meets all of its milestones. The proposed rate for the Project Manager is \$150 per hour.
2. **Solutions Architect:** The Solutions Architect is responsible for designing the system architecture that best suits Heber City's needs. They will handle the technical direction of the project. The proposed rate for the Solutions Architect is \$125 per hour.
3. **Data Migration Specialist:** The Data Migration Specialist will handle the migration of existing data from iWorQ, Civic Review, City Inspect, and Pelorus systems to Cityworks PLL system. The proposed rate for the Data Migration Specialist is \$110 per hour.
4. **System Configuration Expert:** The System Configuration Expert will handle the customization of the Cityworks PLL system to meet Heber City's specific needs. The proposed rate for the System Configuration Expert is \$115 per hour.
5. **Training Specialist:** The Training Specialist will provide comprehensive training to the staff to ensure they can effectively use the new system. The proposed rate for the Training Specialist is \$100 per hour. Onsite Training is at a rate of \$2000 per day and includes 2 Onsite Support/Training Specialists.
6. **Support Specialist:** The Support Specialist will be onsite during the Go-Live phase and will assist in resolving any issues that arise during the initial days of operation. The proposed rate for the Support Specialist is \$175 per hour.
7. **Daily Onsite Support Specialists** - \$1000/Day for onsite support specialists.

Please note that these are proposed rates and may vary depending on the actual scope of work, the complexity of tasks, and the duration of the project. All costs will be discussed and agreed upon before the commencement of the project to ensure transparency and mutual agreement.

Heber City Council Staff Report



MEETING DATE: 8/1/2023

SUBJECT: MOU between Wasatch County, Heber City, and the Church of Jesus Christ of Latter Day Saints regarding land use authority, required improvements, and maintenance responsibility relating to the Heber Valley Temple Project

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

The Church of Jesus Christ of Latter Day Saints has made application to Wasatch County for approval of the Heber Valley Temple to be located on the south side of Center Street east of the Humbug Canal. Because the site is located in Wasatch County, but Center Street is a Heber City Road, an MOU is necessary to clarify some of the issues relating to the development.

RECOMMENDATION

Approve the proposed MOU conditioned upon the following:

1. That the Temple Project is Approved by Wasatch County
 2. That the MOU is Approved by Wasatch County
 3. That the Center Street Infrastructure and Road Improvement Plans are Approved by the City Engineer
-

BACKGROUND

The current City boundary is located south of the Center Street roadway. As required by the County's Master Plan, additional land will need to be dedicated as right-of-way (ROW) to meet their future roadway and trail cross section requirements. Although the ROW will be dedicated to the City, the additional land will actually be located outside of current City limits. Even though the additional dedicated land will be owned by Heber City, the County will have land use authority over it.

In addition, the initial traffic impact study submitted by the Church showed that the new entrance connection to Center Street would operate at an unacceptable level of service. To mitigate this concern, staff proposed that the Church construct a roundabout at the west entrance of the temple (also corresponding to the intersection of Heritage Farms Parkway). This solution would resolve the concern regarding the LOS and the Church has agreed to this request. The roundabout will also require additional land dedication to the City at the west entrance.

The proposed MOU outlines the obligations and maintenance responsibilities of each party. In summary:

- Additional ROW will be dedicated by the Church to Heber City.
- The Church will pay for and construct all required roadway improvements including asphalt widening, curb and gutter, roundabout, street lighting and storm drainage improvements per City requirements.
- All improvements behind the curb and gutter will follow County requirements
- The City will be responsible to maintain the roadway improvements including the public storm drain system and the street lights.
- The Church will be responsible for maintenance of all improvements behind the back of curb including landscaping and the trail.

DISCUSSION

This project highlights another concern relating to impacts projects in the County can have on City roads. For example, in addition to the proposed roundabout intersection, the Temple project will contribute to impacts and future needed improvements at several other City intersections. Typically these types of impacts are addressed through the City's assessment of impact fees at the time of Building Permit. However, when the development and related building permits occur in the County, there is not currently any means or agreement by which impact fees can be collected by the County and passed through to the City. For typical residences, this is not a big concern as City traffic also affects County roads and the impacts can offset. However, for larger projects with more traffic impacts, this is a concern, and it is recommended that the City pursue a solution with the County.

FISCAL IMPACT

Fiscal impact to the City would include ongoing operation and maintenance costs associated with the roadway improvements.

CONCLUSION

N/A

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, Engineering Director

EXHIBITS

1. Proposed MOU
2. Draft Road Improvements & Temple Site Plan

[NOTE TO COUNTY: THIS INITIAL DRAFT IS BEING SUBMITTED BY THE CHURCH OF JESUS-CHRIST OF LATTER-DAY SAINTS IN CONNECTION WITH AN APPLICATION FOR A TEMPLE SITE IN WASATCH COUNTY. THE CHURCH ANTICIPATES THAT THE PARTIES WILL EDIT AND REVISE THIS DRAFT AS THE COUNTY’S DESIGN REVIEW PROCESS PROCEEDS.]

MEMORANDUM OF UNDERSTANDING

(Maintenance of a Portion of Center Street)

This *Memorandum of Understanding* (“**MOU**”) is made by and among Wasatch County, a political subdivision of the State of Utah (“**County**”), Heber City, a political subdivision of the State of Utah (“**City**”), and the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**Owner**”), effective as of the date signed by all parties, as evidenced on the signature page(s) hereto (“**Effective Date**”). The County, City, and Owner are each a “**party**” to this MOU, collectively they are the “**parties**” hereto.

RECITALS

A. Owner holds title to certain parcels of real property located in Wasatch County, Utah, commonly known as Wasatch County Parcel Nos. 08-9990 and 12-1884 (collectively, the “**Property**”).

B. The Property comprises approximately 17.23 acres of land and is adjacent to, and to the south of, Center Street. Owner proposes to develop the Property as a site for religious worship. A site plan for the intended project (“**Site Plan**”) is attached hereto as **Exhibit A**.

C. The Property is within the unincorporated portion of Wasatch County. The portion of Center Street which is adjacent to the Property (“**Designated Street Segment**”) is largely within the municipal boundaries of Heber City. However, a portion of the right of way for the Designated Street Segment will remain within the unincorporated portion of Wasatch County.

D. Because the Designated Street Segment will lie within two different jurisdictions, in this MOU, the parties wish to set forth their respective obligations relating to the improvement and maintenance of the Designated Street Segment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Recitals Incorporated. The foregoing Recitals are incorporated into, and made part of, the parties agreement.

2. Dedication of Right of Way. Owner will dedicate a portion of the right of way for the Designated Street Segment to the public. Even though such portion of the right of way is located in unincorporated Wasatch County, Owner will dedicate the right of way to the City and the City will accept such dedication.

3. Parties' Construction Obligations.

3.1. New Collector Street. A new collector street ("**New Collector Street**") is anticipated to be constructed going north from Center Street on the opposite side of Center Street from the Property. The New Collector Street will be to the east of the Humbug Canal. With the exception of the Roundabout, defined below, and connection of the Roundabout into the New Collector Street, Owner will not be responsible for construction or costs associated with the New Collector Street.

3.2. Roundabout. The parties agree that a traffic roundabout ("**Roundabout**") will be installed as a traffic control device at the intersection of the New Collector Street and Center Street pursuant to City standards and a final design to be approved by the City. Owner will be solely responsible for cost of designing and constructing the Roundabout, together with costs necessarily related to design and construction of the Roundabout.

3.3. Right of Way Improvements. The Owner will be solely responsible for installing the street, gutter, and other right of way improvements on the south side of the Designated Street Segment, including, pavement, curb, gutter, sidewalk, and other improvements beyond the back of curb consistent with the Site Plan. Improvements within the traffic right of way will be installed pursuant to standards set by the City. Other improvements will be installed pursuant to applicable standards imposed by the County. Owner shall have no responsibility to install any improvements on the north side of the Designated Street Segment with the exception of those required for the Roundabout including surface restoration.

3.4. Lighting. Owner will install all street lighting for the Designated Street Segment which will include (south side only): two streetlights on the Roundabout (one on the northeast and one on the southwest); one streetlight at the west side of the east entrance to the Property according to the City standards. All streetlights, if any, which are on the Property but not within the Designated Street Segment will comply with the County's recently-adopted Exterior Lighting Ordinance (Ordinance No. 23-01).

3.5. Pedestrian Trail. As shown on the Site Plan, Owner will install a perimeter trail ("**Trail**") on the exterior of the Property adjacent to the Designated Street Segment. Owner may elect to install light bollards on the Trail consistent with applicable standards imposed by the County.

4. Parties' Maintenance Obligations.

4.1. City's Obligation. The City hereby accepts the obligation to maintain the right of way improvements for the Designated Street Segment to the back of curb. The City shall also maintain all streetlights within the Designated Street Segment built according to City standards.

4.2. Owner's Obligation. Owner hereby accepts the obligation to maintain all right of way improvements (except street lighting) beyond the back of curb consistent with applicable standards imposed by the County. The Owner will maintain the Trail and any light bollards consistent with applicable standards imposed by the County.

5. Term of MOU. The term of this MOU will be twenty-five (25) years after the Effective Date, unless previously terminated by the joint agreement of all parties. This MOU may be recorded with any final plat for the Property.

6. Approvals. Each party represents and warrants to the other parties that the representing party has received all approvals necessary to execute this MOU and perform hereunder.

7. Default and Remedies. No party will be deemed in default under this MOU unless the defaulting party is given written notice and the alleged default remains uncured for a period of thirty (30) days after such party's receipt of written notice. The parties will be entitled to pursue any remedy available at law or in equity with respect to a breach of this Agreement; provided, however, that no party will be liable for any indirect, consequential, or exemplary damages.

8. No Personal Obligations. No employee, officer, official, representative, elected officer, or agent will be personally liable for the obligations and duties of any party to this MOU.

9. Notices. Any notice required or permitted hereunder must be given in writing via personal delivery, overnight delivery by a national carrier, or certified U.S. Mail. The parties' addresses for notice are set forth on the signature page(s) to this MOU. Any party may change its address for notice by giving written notice of the change in the manner provided herein.

10. No Assignment. The parties' rights and obligations under this MOU may not be assigned or transferred without the consent of the other parties to this MOU.

11. Miscellaneous. This MOU is for the benefit of the parties hereto only. No third-parties are intended as beneficiaries or parties with rights hereunder. This MOU may be executed in counterparts. This MOU represents the entire agreement of the parties with respect to the subject matter of this MOU. This MOU may be amended only in a written instrument signed by all parties. This MOU is governed by the laws of the State of Utah. In the event of any action to interpret or enforce this MOU, the parties consent to the jurisdiction courts situated in Wasatch County, Utah.

[End of MOU. Signature Page(s) Follow.]

THEREFORE, in witness of the foregoing, the parties have signed this MOU.

CITY:

HEBER CITY, a political subdivision of
the State of Utah

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

City Recorder

City's Address for Notice:

COUNTY:

WASATCH COUNTY, a political
subdivision of the State of Utah

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
County Clerk

County's Address for Notice:

OWNER:
THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah
corporation sole

By: _____

Name: _____

Title: _____

Date: _____

Owner's Address for Notice:

EXHIBIT A

(Site Plan for the Property and Designated Street Segment)

A

B

C

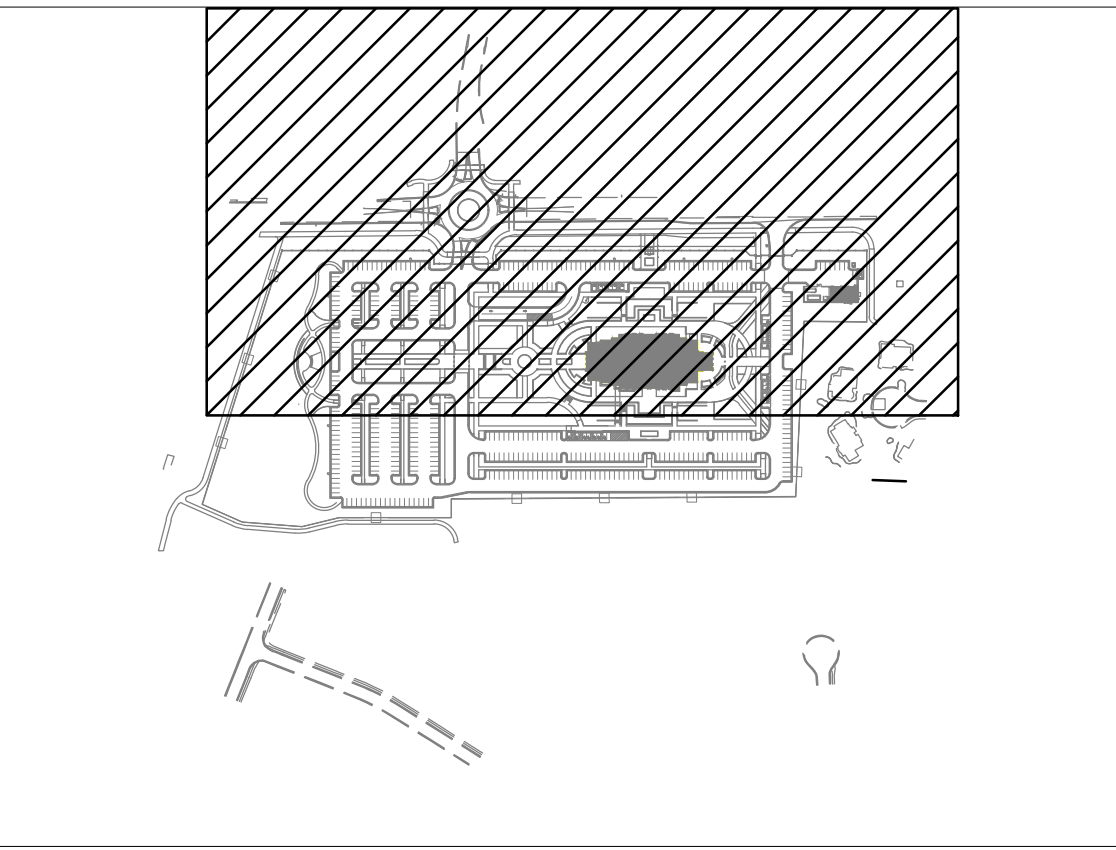
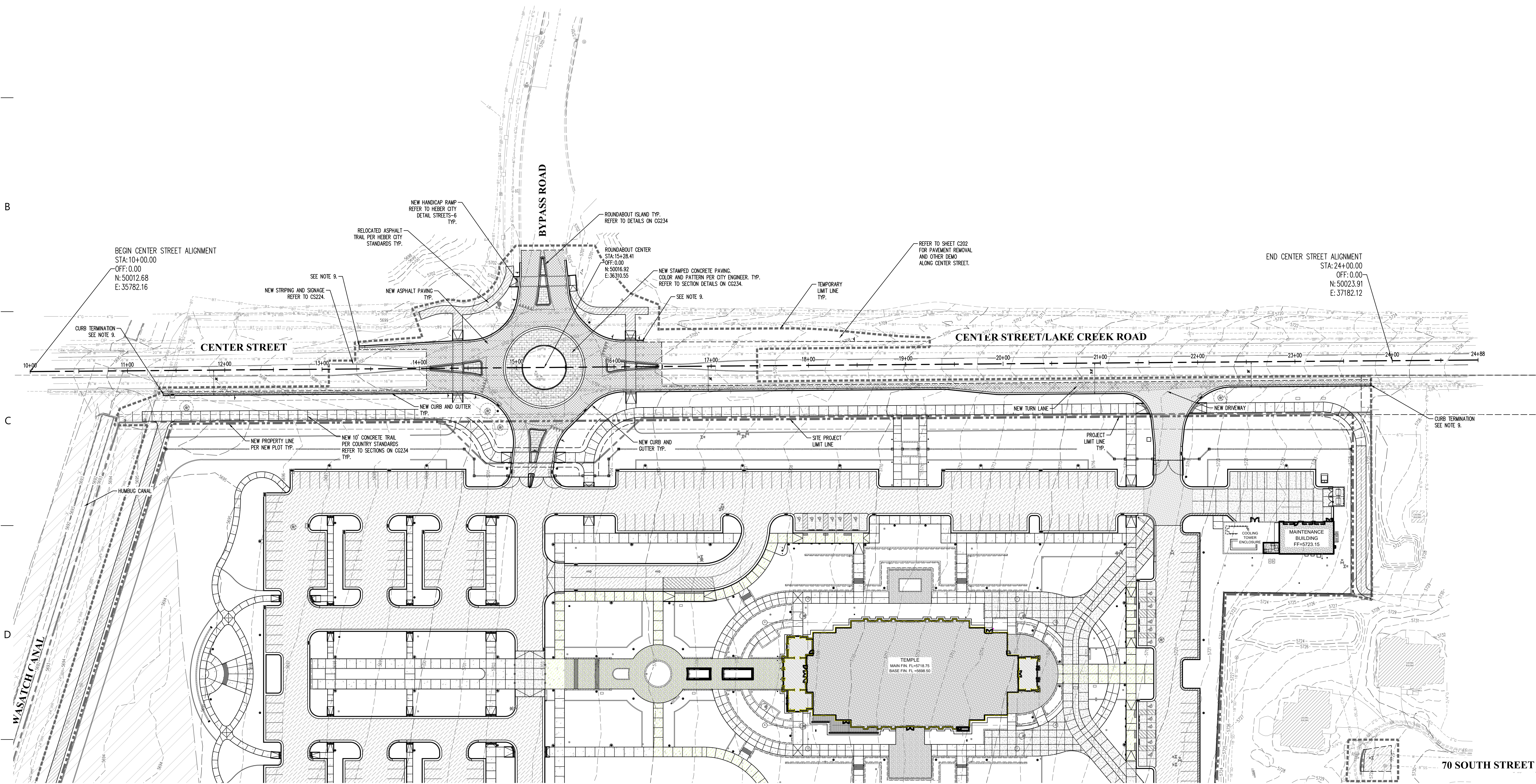
D

E

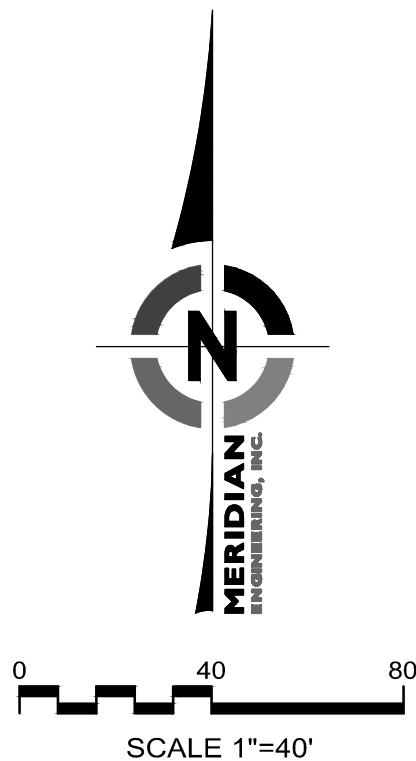
F

MARK	REVISION	DATE

- NOTE:
1. ALL STATIONS ARE BASED ON CENTER STREET CENTER LINE ALIGNMENT.
 2. ALL WORK IN CENTER STREET RIGHT OF WAY TO MEET CITY STANDARDS AND SPECIFICATIONS. REFER TO CITY STANDARD DETAILS ON C102. REFER TO NOTES ON C100.
 3. NEW SAWCUTS SHOWN FOR PAVEMENT REPAIR ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY NEW CROSS SLOPES FOR PAVEMENT REPAIR ARE TO BE BETWEEN A MINIMUM OF 1.5% AND A MAXIMUM OF 3%.
 4. CONTRACTOR RESPONSIBLE TO MAINTAIN AT LEAST ONE WAY TRAFFIC AT ALL TIMES DURING CONSTRUCTION DURING WORKDAY AND TWO WAY TRAFFIC AT ALL OTHER TIMES FOR CENTER STREET. CONTRACTOR ALSO RESPONSIBLE TO OBTAIN AND MAINTAIN A CITY APPROVED TRAFFIC CONTROL PLAN FOR ALL WORK IN RIGHT OF WAY OR ADJACENT EASEMENT.
 5. ALL WORK ON TRAILS TO MEET COUNTY STANDARDS.
 6. REFER TO SHEET CS234 FOR ROADWAY AND ROUNDABOUT STANDARD DETAILS AND SECTIONS.
 7. REFER TO SHEET CS224 FOR ROUNDABOUT SIGNING AND STRIPING.
 8. REFER TO SHEET CS202 FOR ROADWAY DEMO ALONG CENTER STREET.
 9. COMPLETE CURB TERMINATION OVER 6' MINIMUM REFER TO DETAIL ON C102.
 10. ALL AREAS DISTURBED PER NEW CONSTRUCTION ALONG ROADWAY TO BE RESEED OR LANDSCAPED. REFER TO LANDSCAPE PLANS.

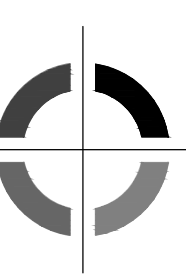


VICINITY MAP





25
YEARS OF EXCELLENCE



**MERIDIAN
ENGINEERING, INC.**
1028 WEST 11500 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84092
PHONE: (801) 569-1315 FAX: (801) 569-1319



**CORE
ARCHITECTURE**

233 SOUTH PLEASANT GROVE BLVD., SUITE 101
PLEASANT GROVE, UTAH 84062
PHONE: (801) 709-1900
WWW.COREARCH.COM

DATE: 08 MAY 2023
PROJECT #: 22-017
PROJ. MAN.: JRV
CHECKED BY: ECP

THIS INFORMATION HEREBY IS THE PROPERTY OF THE
OWNER OR ISSUED UNDER A LIMITED-TERM LICENSE
AND MAY NOT BE REPRODUCED OR USED FOR ANY
OTHER PROJECT OR PURPOSE.

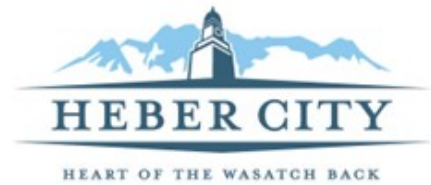
The Church of Jesus Christ of
Latter-day Saints
HEBER VALLEY UTAH TEMPLE
1400 EAST CENTER STREET
HEBER CITY, UT 84032

SHEET DESCRIPTION:
CENTER STREET OVERALL PLAN

SHEET:
CS220

NOT FOR CONSTRUCTION

Heber City Council Staff Report



MEETING DATE: 8/1/2023
SUBJECT: Contract for City's Professional Accounting Services
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The City updated the contract and scope of work with the accounting firm performing the annual financial audit in such a way that the accounting firm can no longer be the City's external auditor. The City's request for proposals (RFP) on the State of Utah's procurement website received 4 responses. The City's audit committee reviewed the proposals and recommended City Council interview the top three firms. During the work session held earlier today, Council interviewed three firms and selected the City's new auditors.

RECOMMENDATION

Approve Agreement for Professional Accounting Services with the audit firm selected during the work meeting held earlier today.

BACKGROUND

Heber City is subject to an annual financial statement audit that is performed by an external audit firm. The external auditor expresses an opinion on whether the City's financial statements are free from material misstatement. The audit firm assesses the City's financial statements, taken as a whole, at the end of each fiscal year. Financial Statements and financial statement audits are important matters of compliance and their results are key components in maintaining the City's credit rating and providing transparency for the City's stakeholders.

The auditing firm of K&C conducted the City's annual financial audit for the past three (3) years. The contract with K&C was updated to include consulting work for the City and K&C is no longer eligible to act as an independent auditor.

Staff prepared and submitted an RFP through the State of Utah's procurement website to qualified firms in June 2023.

Four (4) firms submitted responses to the City's RFP:

- Larson & Company
- Allred Jackson
- Gilbert & Stewart
- HBME

The City's audit committee comprising of Matt Brower, City Manager, Sara Nagel, Finance Director, Del Barney, PCFD, Scott Holbrook, Mountain Summit Advisors and Ryan Stack, Heber City Councilmember reviewed the four responses to the City's RFP and recommend three firms be

interviewed by the City Council. As a partner with a proposing firm, Ben Probst recused himself from the selection process. The three firms are: Gilbert and Stewart, Larson & Company, HBME. During a work meeting held on August 1, 2023, City Council conducted interviews with the top three auditing firms and selected the City's the auditing firm to conduct the City's audit for fiscal year 2023 through fiscal year 2027.

DISCUSSION

Staff attached all three Professional Service Agreements. City will execute the contract of the firm selected during the work meeting held earlier in the day.

FISCAL IMPACT

Dependent on selected firm and contract negotiations. A summary of costs below:

Gilbert & Stewart

Total Audit, Single Audit and Compliance Fees

2023	\$18,000
2024	\$18,000
2025	\$18,000
2026	\$18,000
2027	<u>\$18,000</u>
Total	\$90,000

Larson& Company

Total Audit, Single Audit and Compliance Fees

2023	\$22,000
2024	\$22,700
2025	\$23,500
2026	\$24,300
2027	<u>\$25,200</u>
Total	\$117,700

HBME

Total Audit, Single Audit and Compliance Fees

2023	\$27,000
2024	\$29,000
2025	\$31,500
2026	\$33,500
2027	<u>\$36,000</u>
Total	\$157,000

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: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Exhibit 1
2. Audit Contract Gilbert and Stewart - 4873-5283-9027 - 1
3. Exhibit 2
4. Audit Contract Larson and Company - 4874-5920-5491 - 1
5. Exhibit 3
6. Audit Contract HBME - 4885-9782-6163 - 1

Exhibit

1

AGREEMENT PROFESSIONAL ACCOUNTING SERVICES

This Agreement is executed and delivered as of the last dated executed below, by and between **HEBER CITY** (the “City”), a Utah municipal corporation located at 75 North Main St., Heber City, State of Utah and **GILBERT & STEWART CPA, PC** (the “Firm”), an accounting firm located at 190 West 800 North, Suite #100, Provo, UT 84601.

RECITALS

WHEREAS, City is required, and desires, to have an annual audit of its financial statements in accordance with auditing standards generally accepted in the United State of America (GAAS), and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States; and

WHEREAS, City desires to obtain the services of a professional accounting firm to provide auditing services to the City on an annual basis; and

WHEREAS, Firm desires to provide accounting services to City and has the necessary staff, accountants, experience and support services to provide the required level of auditing services to City; and

WHEREAS, after solicitation and review of proposals from several accounting and auditing firms, City desires to retain the services of Firm to provide auditing services on an annual basis as described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for adequate consideration which is hereby acknowledged, Firm and City hereby agree as follows:

SERVICES

1. Firm agrees to provide to City the level of auditing services described in its written response to City's RFP, which written response is incorporated into this Agreement by this reference; and further agrees to perform such auditing services in a manner consistent with all professional standards established for the accounting and auditing profession.
2. City agrees to assist Firm with the performance of their auditing duties as required by Firm including making available the City Manager and other city employees as necessary.
3. Firm agrees to complete its yearly audit services by close of business on the Wednesday preceding Thanksgiving, and to present the audit findings to the Heber City Council at its first regular meeting in December.

TERM

4. This agreement shall be in full force and effect beginning on the effective date through and until the completion of the June 30th, 2027 annual audit. Notwithstanding the foregoing, the parties agree that this contract may be terminated by either party at any time prior to the commencement of an annual audit process by providing at least sixty (60) days written notice to the other party.

COMPENSATION

5. City agrees to compensate Firm for performing auditing services as follow:

A. Financial Statement and Compliance Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$12,000
2024	\$12,000
2025	\$12,000
2026	\$12,000
2027	\$12,000

B. Single Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$5,000
2024	\$5,000
2025	\$5,000
2026	\$5,000
2027	\$5,000

C. Compliance Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$1,000
2024	\$1,000
2025	\$1,000
2026	\$1,000
2027	\$1,000

CONFLICT

6. Parties to this agreement hereby acknowledge that Firm provides similar services to

other clients who may have claims or other interests which may be adverse to City, its agencies, departments, or officials or employees, (collectively "City"). It shall be the duty of Firm to determine if the conflict violates any professional or legal standards or impairs Firm's ability to provide the services to City.

ENTIRE AGREEMENT

7. Parties hereto agree that this agreement, together with the annual audit engagement letter, as explained in the following paragraph, and any incorporations by express reference, constitute the entire agreement between the parties, and merges any prior written or oral agreements made between the parties into this written memorandum of agreement. Parties further agree that any amendment to this agreement may be made only in writing and must be signed by both parties.

ANNUAL AUDIT ENGAGEMENT LETTER

8. Prior to each audit, Firm shall provide its annual audit engagement letter, as required by Firm's quality control standards and Firm's professional standards, to City for its review and approval. The annual audit engagement letter will confirm the parties' understanding of the audit services to be performed and the terms of the engagement. The engagement letter will specify the responsibilities of City and the responsibilities of Firm, and the objectives and limitations of the audit. The engagement letter will also contain certain communications required by Firm's professional standards.

LAWS OF UTAH

9. This agreement shall be governed by the laws of the State of Utah as to interpretation and application.

ATTORNEYS FEES; CONFLICT RESOLUTION

10. Should it become necessary to enforce the terms of this agreement, or to defend a claim of failure to perform, either in court or before an arbitrator, the losing party shall pay all reasonable attorney's fees and costs to the party winning or defending any such action.

11. The parties may agree at the time to arbitrate or mediate any dispute that may arise. In the absence of a mutual agreement for alternative dispute resolution, disputes shall be submitted to Fourth District Court in Wasatch County, Utah.

TIME IS OF THE ESSENCE

12. Time is of the essence of this agreement. If either party to this agreement shall fail to perform the obligations set forth herein, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

DATED this _____ day of _____, 2023.

GILBERT & STEWART CPA, PC

Signature

Print Name: _____

Title: _____

DATED this _____ day of _____, 2023.

HEBER CITY

Heidi Franco, Mayor

Attest:

Approved as to form:

Trina Cooke
City Recorder

Jeremy Cook
City Attorney

Exhibit

2

AGREEMENT PROFESSIONAL ACCOUNTING SERVICES

This Agreement is executed and delivered as of the last dated executed below, by and between **HEBER CITY** (the “City”), a Utah municipal corporation located at 75 North Main St., Heber City, State of Utah and **LARSON & COMPANY, P.C.** (the “Firm”), an accounting firm located at 765 North Main, Spanish Fork, Utah, 84660.

RECITALS

WHEREAS, City is required, and desires, to have an annual audit of its financial statements in accordance with auditing standards generally accepted in the United State of America (GAAS), and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States; and

WHEREAS, City desires to obtain the services of a professional accounting firm to provide auditing services to the City on an annual basis; and

WHEREAS, Firm desires to provide accounting services to City and has the necessary staff, accountants, experience and support services to provide the required level of auditing services to City; and

WHEREAS, after solicitation and review of proposals from several accounting and auditing firms, City desires to retain the services of Firm to provide auditing services on an annual basis as described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for adequate consideration which is hereby acknowledged, Firm and City hereby agree as follows:

SERVICES

1. Firm agrees to provide to City the level of auditing services described in its written response to City's RFP, which written response is incorporated into this Agreement by this reference; and further agrees to perform such auditing services in a manner consistent with all professional standards established for the accounting and auditing profession.
2. City agrees to assist Firm with the performance of their auditing duties as required by Firm including making available the City Manager and other city employees as necessary.
3. Firm agrees to complete its yearly audit services by close of business on the Wednesday preceding Thanksgiving, and to present the audit findings to the Heber City Council at its first regular meeting in December.

TERM

4. This agreement shall be in full force and effect beginning on the effective date through and until the completion of the June 30th, 2027 annual audit. Notwithstanding the foregoing, the parties agree that this contract may be terminated by either party at any time prior to the commencement of an annual audit process by providing at least sixty (60) days written notice to the other party.

COMPENSATION

5. City agrees to compensate Firm for performing auditing services as follow:

A. Financial Statement and Compliance Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$18,000
2024	\$18,600
2025	\$19,300
2026	\$20,000
2027	\$20,700

B. Single Audit Services for Fiscal Year Ending

June 30,	Total Fee
2023	\$4,000
2024	\$4,100
2025	\$4,200
2026	\$4,300
2027	\$4,500

CONFLICT

6. Parties to this agreement hereby acknowledge that Firm provides similar services to other clients who may have claims or other interests which may be adverse to City, its agencies, departments, or officials or employees, (collectively "City"). It shall be the duty of Firm to determine if the conflict violates any professional or legal standards or impairs Firm's ability to provide the services to City.

ENTIRE AGREEMENT

7. Parties hereto agree that this agreement, together with the annual audit engagement

letter, as explained in the following paragraph, and any incorporations by express reference, constitute the entire agreement between the parties, and merges any prior written or oral agreements made between the parties into this written memorandum of agreement. Parties further agree that any amendment to this agreement may be made only in writing and must be signed by both parties.

ANNUAL AUDIT ENGAGEMENT LETTER

8. Prior to each audit, Firm shall provide its annual audit engagement letter, as required by Firm's quality control standards and Firm's professional standards, to City for its review and approval. The annual audit engagement letter will confirm the parties' understanding of the audit services to be performed and the terms of the engagement. The engagement letter will specify the responsibilities of City and the responsibilities of Firm, and the objectives and limitations of the audit. The engagement letter will also contain certain communications required by Firm's professional standards.

LAWS OF UTAH

9. This agreement shall be governed by the laws of the State of Utah as to interpretation and application.

ATTORNEYS FEES; CONFLICT RESOLUTION

10. Should it become necessary to enforce the terms of this agreement, or to defend a claim of failure to perform, either in court or before an arbitrator, the losing party shall pay all reasonable attorney's fees and costs to the party winning or defending any such action.

11. The parties may agree at the time to arbitrate or mediate any dispute that may arise. In the absence of a mutual agreement for alternative dispute resolution, disputes shall be submitted to Fourth District Court in Wasatch County, Utah.

TIME IS OF THE ESSENCE

12. Time is of the essence of this agreement. If either party to this agreement shall fail to perform the obligations set forth herein, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

DATED this _____ day of _____, 2023.

LARSON & COMPANY, P.C.

Signature

Print Name: _____

Title: _____

DATED this _____ day of _____, 2023.

HEBER CITY

Heidi Franco, Mayor

Attest:

Approved as to form:

Trina Cooke
City Recorder

Jeremy Cook
City Attorney

Exhibit

3

AGREEMENT PROFESSIONAL ACCOUNTING SERVICES

This Agreement is executed and delivered as of the last dated executed below, by and between **HEBER CITY** (the “City”), a Utah municipal corporation located at 75 North Main St., Heber City, State of Utah and **HBME, LLC** (the “Firm”), an accounting firm located at 559 West 500 South, Bountiful, UT 84010.

RECITALS

WHEREAS, City is required, and desires, to have an annual audit of its financial statements in accordance with auditing standards generally accepted in the United State of America (GAAS), and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States; and

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WHEREAS, Firm desires to provide accounting services to City and has the necessary staff, accountants, experience and support services to provide the required level of auditing services to City; and

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COMPENSATION

5. City agrees to compensate Firm for performing auditing services as follow:

A. Financial Statement and Compliance Audit Services for Fiscal Year Ending

June 30,	<u>Total Fee</u>
2023	\$22,000
2024	\$23,000
2025	\$24,500
2026	\$25,500
2027	\$27,000

B. Single Audit Services for Fiscal Year Ending

June 30,	<u>Total Fee</u>
2023	\$5,000
2024	\$6,000
2025	\$7,000
2026	\$8,000
2027	\$9,000

CONFLICT

6. Parties to this agreement hereby acknowledge that Firm provides similar services to other clients who may have claims or other interests which may be adverse to City, its agencies, departments, or officials or employees, (collectively "City"). It shall be the duty of Firm to determine if the conflict violates any professional or legal standards or impairs Firm's ability to provide the services to City.

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agreements made between the parties into this written memorandum of agreement. Parties further agree that any amendment to this agreement may be made only in writing and must be signed by both parties.

ANNUAL AUDIT ENGAGEMENT LETTER

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LAWS OF UTAH

9. This agreement shall be governed by the laws of the State of Utah as to interpretation and application.

ATTORNEYS FEES; CONFLICT RESOLUTION

10. Should it become necessary to enforce the terms of this agreement, or to defend a claim of failure to perform, either in court or before an arbitrator, the losing party shall pay all reasonable attorney's fees and costs to the party winning or defending any such action.

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TIME IS OF THE ESSENCE

12. Time is of the essence of this agreement. If either party to this agreement shall fail to perform the obligations set forth herein, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

DATED this _____ day of _____, 2023.

HBME, LLC

Signature

Print Name: _____

Title: _____

DATED this _____ day of _____, 2023.

HEBER CITY

Heidi Franco, Mayor

Attest:

Approved as to form:

Trina Cooke
City Recorder

Jeremy Cook
City Attorney