

REGULAR MEETING

**AGENDA
AND
STAFF MEMO**

HEBER CITY CORPORATION
75 North Main Street
Heber City, Utah
City Council Meeting
May 1, 2014

Regular Meeting
7:00 p.m.

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

Pledge of Allegiance: Council Member Kelleen Potter
Prayer/Thought: By Invitation (Default Council Member Jeff Bradshaw)

Minutes for Approval: None.

OPEN PERIOD FOR PUBLIC COMMENT

APPOINTMENTS

Item 1 – Nathan Cox, People’s Health Clinic, Report on How the City’s 2013 Donation Was Used

ACTION ITEMS

Item 2 – Stacie Ferguson, MCM Engineering, Approval of Subdivision Plat Amendment A of The Cove at Valley Hills, amending Lot 38, 41, and 42, located between 1772 North Valley Hills Boulevard and Callaway Drive.

Item 3 – Adoption of Ordinance 2014-10 – An Ordinance Abandoning the 20 Foot Wide Sewer Line Easement Dedicated to Heber City Upon Lot 15 and 17 of the Valley Station Subdivision

Item 4 – Mike Stewart, Oakwood Homes of Utah requests Subdivision Final Approval for The Cottages at Valley Station Phases 2 and 3 located between 600 West and 300 West and 1000 South and 1300 South and Associated Subdivision Agreements.

Item 5 – Wasatch School District requests Small Subdivision Approval for Lot 1 of the Old Wasatch High School Redevelopment, located on the southeast corner of Main Street and 600 South and Associated Subdivision Agreement.

Item 6 – Approve Ordinance 2014-08, an Ordinance Amending Chapter 10.16 of the Heber City Municipal Code, Vehicles and Traffic

Item 7 – Approve Ordinance 2014-09, an Ordinance Adopting Section 5.05.175 of the Heber City Municipal Code, Enforcement and Penalties

Item 8 – Approve Resolution 2014-04, A Resolution Amending The Heber City Personnel Policy: Section 1.3, Personnel Committee; Section 13.13, Vacation; Section 13.14, Sick Leave; Section 13.25, Retirement; Section 13.30, Time Off For Election (Voting).

Item 9 – Approval of the Tentative Operating Budget for Fiscal Year 2014 – 2015 – Scheduling of the Public Hearing to Consider Adoption of the Final Operating Budget for Fiscal Year 2014 – 2015.

Item 10 – Appointments to the Airport Advisory Board

Item 11 – Closed Session; Personnel

DISCUSSION/ACTION ITEMS

CLOSED SESSION AS NECESSARY – PURPOSE TO BE ANNOUNCED IN MOTION

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Michelle Kellogg at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on April 14, 2014, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on April 14, 2014.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 04/22/2014
Re: City Council Agenda Items

REGULAR MEETING

APPOINTMENTS

Item 1 – Nathan Cox, People’s Health Clinic, Report on How the City’s 2013 Donation Was Used: Nathan Cox, People’s Health Clinic Board Member, will appear before the Council to report on how the City’s \$5,000 donation that was made in 2013 was spent. I expect that Nathan will ask the Council to consider making a donation to the People’s Health Clinic in the 2014/15 budget. This item will get some discussion at our budget meeting on April 26th.

ACTION ITEMS

Item 2 – Stacie Ferguson, MCM Engineering, Approval of Subdivision Plat Amendment A of The Cove at Valley Hills, amending Lot 38, 41, and 42, located between 1772 North Valley Hills Boulevard and Callaway Drive: Stacie Ferguson will appear before the Council to seek approval to amend the Cove at Valley Hills Plat A. The plat amendment modifies the lot lines of three existing lots. (See enclosed staff report and plat map) Planning staff is still waiting for a petition from all lot owners requesting the plat amendment. I expect that we will have the petition prior to the Council meeting. If the petition is not received, the approval of this item will need to be continued. The Planning Commission has reviewed the request and is recommending approval. Staff would also recommend approval subject to the petition being received from affected property owners.

Item 3 – Adoption of Ordinance 2014-10 – An Ordinance Abandoning the 20 Foot Wide Sewer Line Easement Dedicated to Heber City Upon Lot 15 and 17 of the Valley Station Subdivision: When the Valley Station Subdivision was recorded by the Boyer Company a sewer easement was recorded on Lot 15 and 17. Because the property is now being developed differently than anticipated, the property owner is requesting that the easement be

extinguished. (See enclosed staff report, plat map and Ordinance) The property owner is still working on the legal description of the easement, but we expect to have the legal description prior to the meeting. The Planning Commission is aware that this easement needs to be abandoned the extinguishment of the easement is a requirement of the developer in the subdivision agreement. Staff would recommend approval.

Item 4 – Mike Stewart, Oakwood Homes of Utah requests Subdivision Final Approval for The Cottages at Valley Station Phases 2 and 3 located between 600 West and 300 West and 1000 South and 1300 South and Associated Subdivision Agreements: Mike Stewart is coming before the Council to seek final plat approval for Phase 2 and 3 of the Cottages at Valley Station Subdivision. Enclosed in the packet is a copy of the staff report, proposed subdivision agreements, plat maps and landscaping plans. The Planning Commission has reviewed the project and is recommending approval subject to the terms of the subdivision agreements.

Mr. Stewart is desirous to construct the park (Parcel A) located in the southwest corner of Phase 2 and dedicate the property to the City. As a staff we have discussed the pros and cons of accepting the park property and are of the opinion that this decision should be weighed carefully by the Council.

The advantages of accepting the park are as follows:

- The park can be used all residents of the City – neighbors in the area expressed interest in having a public park when this was presented to the Planning Commission
- If the alignment of 1300 South needs to be altered at a future date, it will be easier to accomplish this if the City owns the property
- Access through the park to the trail that runs along the flood channel will be easier for residents of the subdivision if the park remains open to the public and not fenced
- The park could be a destination for those using the trail

The disadvantages of accepting the park are as follows:

- The City will bear the cost of ongoing maintenance
- The park has no dedicated parking area for those who may want to drive to the park
- The .96 acre park is smaller than our 1.5 acre minimum that is identified in our Park Master Plan document
- The park abuts the flood channel and the intersection of 1300 South and Industrial Parkway. Both roads are collector roads and would see higher speeds and traffic volumes. Easy access to the flood channel from the park causes concern for child safety.

Because this is a tot lot, from a safety standpoint, it would be best to have the park fenced where it abuts the roadway and flood channel. Unfortunately, the fencing of the property makes it less inviting/accessible to other community members.

Other than the acceptance of Parcel A as a City Park, staff has no concern with the proposed subdivisions and the associated agreements.

Item 5 – Wasatch School District requests Small Subdivision Approval for Lot 1 of the Old Wasatch High School Redevelopment, located on the southeast corner of Main Street and 600 South and Associated Subdivision Agreement:

The Wasatch County School District is seeking approval for Lot #1 of the Old Wasatch High School Redevelopment. The proposed subdivision is consistent with the Master Plan that was previously presented to the City Council. The Planning Commission has reviewed the proposed subdivision and associated subdivision agreement and is recommending approval. Enclosed is a copy of the staff report, plat map and subdivision agreement for your review. Staff would recommend approval subject to the terms of the subdivision agreement. It appears that the District has a buyer for the property in question.

Item 6 – Approve Ordinance 2014-08, an Ordinance Amending Chapter 10.16 of the Heber City Municipal Code, Vehicles and Traffic:

One month ago Ramona Pace, Code Enforcement Officer, appeared before the Council to discuss decriminalizing parking tickets. The Council asked that several changes be made to the proposed Ordinance before it was considered for adoption. Enclosed is a copy of the proposed Ordinance that shows the changes that were made since the Ordinance was last considered by the City Council. If adopted, a budget will need to be identified for an Administrative Law Judge (ALJ) that could handle any appeals that may be made. Staff would recommend approval.

Item 7 – Approve Ordinance 2014-09, an Ordinance Adopting Section 5.05.175 of the Heber City Municipal Code, Enforcement and Penalties:

Similar to the previous Ordinance, this proposed Ordinance was presented to the City Council by Ramona Pace, Code Enforcement Official. The proposed Ordinance will decriminalize the failure to obtain a business license. Staff would recommend approval.

Item 8 – Approve Resolution 2014-04, A Resolution Amending The Heber City Personnel Policy: Section 1.3, Personnel Committee; Section 13.13, Vacation; Section 13.14, Sick Leave; Section 13.25, Retirement; Section 13.30, Time Off For Election (Voting):

At the last City Council, the Council reviewed several proposed changes to the Heber City Personnel Policy. It is my understanding that the Council was agreeable to approving the above sections. The proposed amendments will do the following:

Section 1.3 - Personnel Committee: Some smaller departments have expressed a desire to have representation on the Board. When this was considered, the Board determined that it is better to invite those who feel underrepresented to make presentations to the Board, rather than add more members.

Section 13.13 – Vacation: This policy gives clarity to how classified and exempt employees are to report the use of vacation pay. Reporting the use of vacation used by exempt employees in half day increments is the most restrictive policy the City can adopt.

Section 13.14 – Sick Leave: This policy gives clarity to how classified and exempt employees are to report the use of sick leave. Reporting the use of sick leave used by exempt employees in half day increments is the most restrictive policy the City can adopt.

Section 13.25 – Retirement: The City was recently audited by the Utah State Retirement System (URS) and they recommended that the City incorporate language into our Personnel Policy that define eligibility for the Tier I and Tier II Retirement System.

Section 13.30 - Time Off for Election (Voting): Consistent with State Code, this policy defines the conditions when employees may take time off to vote.

Staff would recommend approval.

Item 9 – Approval of the Tentative Operating Budget for Fiscal Year 2014 – 2015 – Scheduling of the Public Hearing to Consider Adoption of the Final Operating Budget for Fiscal Year 2014 – 2015: Since we will not meet until Saturday morning to discuss final changes to the budget, I anticipate the Tentative Budget will be delivered to the Council on Tuesday evening.

The Council is obligated to adopt a Tentative Operating Budget by the first meeting in May and also identify the date that a Public Hearing date will be held to consider adoption of the final budget. I anticipate that the budget will be adopted on June 19, 2014. The Council may also want to discuss additional meetings they may want to hold to obtain answers to any remaining questions they have about the Tentative Budget. The Public Hearing to consider a property tax increase will not be held until mid-August.

Item 10 – Appointments to the Airport Advisory Board: Mayor McDonald has indicated that he will appoint the two members of the City Council to the Airport Advisory Board. It appears that Councilwoman Franco has expressed interest in serving and that Mayor McDonald will likely ask Councilman Rowland to continue serving on this Board if he is available. The Mayor may or may not have a name to present for board membership as a Heber City representative

Item 11 – Closed Session – Personnel: The details of this issue will be discussed in Closed Session.

APPOINTMENTS

TAB 1

**There are no physical
materials for this
agenda item.**

ACTION ITEMS

TAB 2

Heber City Council
Meeting date: May 1, 2014
Report by: Anthony L. Kohler

Re: Cove at Valley Hills amendment to Lot 38, 41, and 42

The Owners of Lot 38, 41, and 42, and Coyote Development, LLC., have petitioned for amending their lot lines. This proposal does not include adding additional lots near the water tank or adding lots between Valley Hills Boulevard and Callaway Drive. Over the last few years, Coyote Development LLC has sought approval for amending these 3 lots plus adding 2 new building lots to the south near the water tank.

The current proposal does not include the 2 new building lots because the owner of Lot 41 is anxious to record the amended plat. Without the 2 new building lots, significant required improvements to sewer, water, and a retaining wall won't be required, and can be put off to when the 2 new building lots are ready to be sold and recorded.

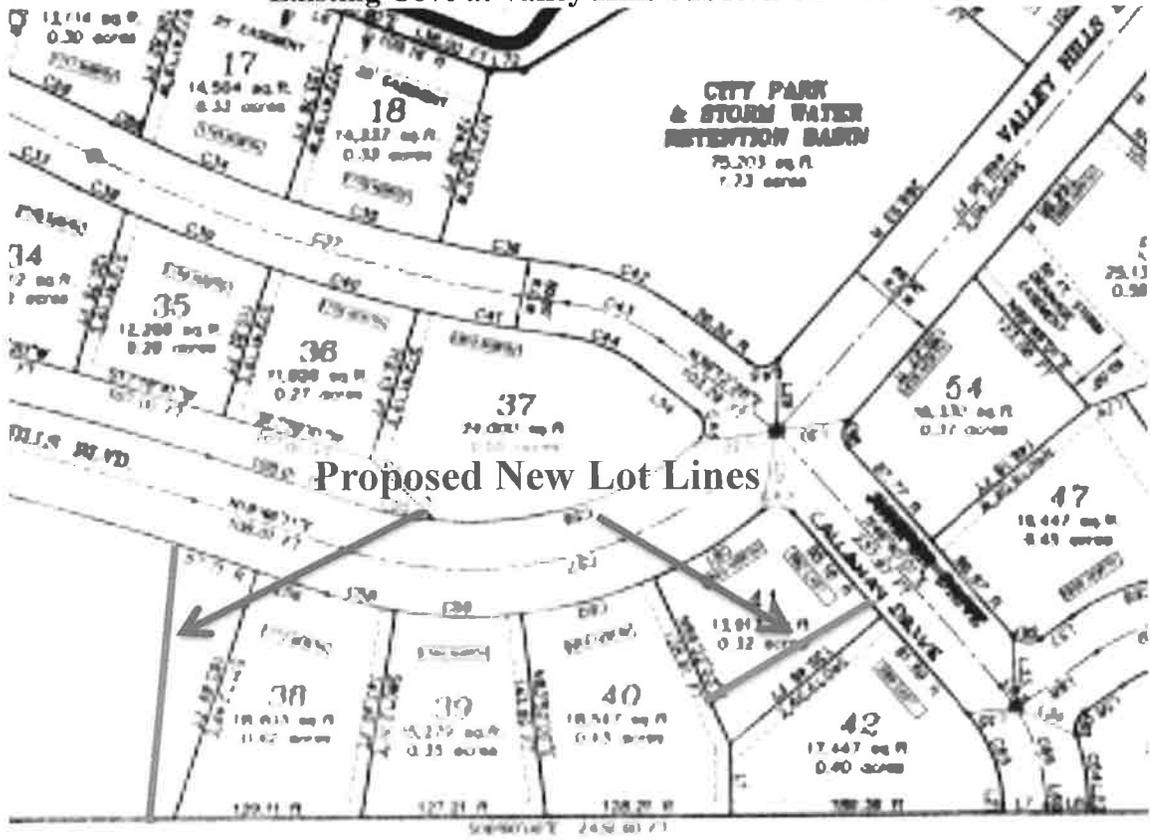
RECOMMENDATION

The lots are located within the R-1 Residential Zone, requiring 100 feet of street frontage and 10,000 square feet of area, and each of the proposed amended lots meet these requirements.

On April 10, 2014, the Planning Commission recommended the proposed plat amendment to Lot 38, 41, and 42 as consistent with Chapter 18.52, the R-1 Residential Zone.

The Planning Commission expressed concern that the original developer should be held accountable for keeping debris off the sidewalk and for dedicating the water tank and required easements as required in past subdivision approvals.

Existing Cove at Valley Hills Subdivision Plat



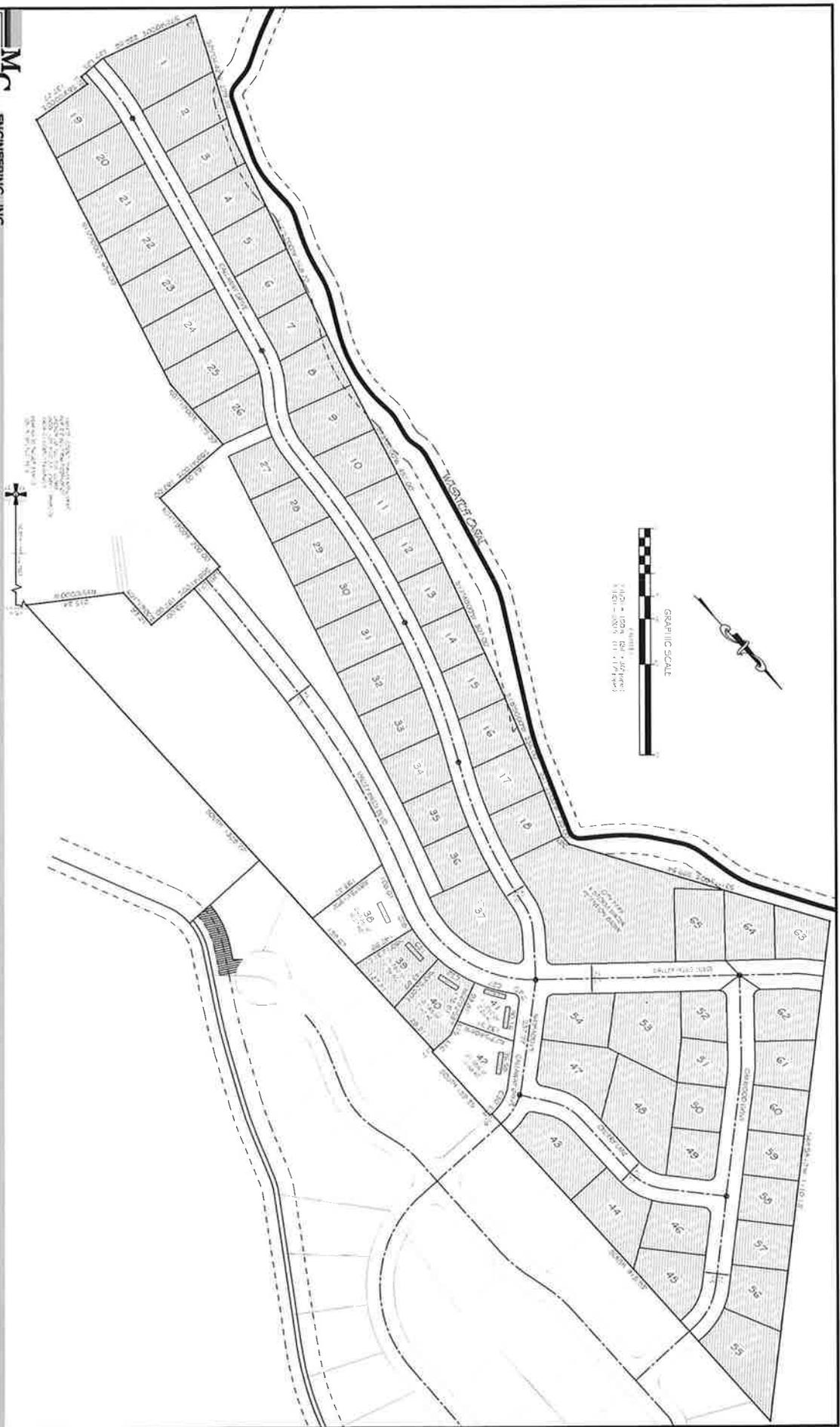
Proposed Cove at Valley Hills Amended Plat



PROJECT NO. 14-0001
 DATE: 11/11/14
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 APPROVED BY: J. HARRIS

THE COVE AT VALLEY HILLS PLAT AMENDMENT A
 HEBER CITY, UT, SE 1/4, S29, T35, R5E SLB#M

PLAT AMENDMENT LOT 38, 41, 42



TAB 3

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2014.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2014, by the following vote:

	AYE	NAY
Councilmember Robert L. Patterson	_____	_____
Councilmember Jeff Bradshaw	_____	_____
Councilmember Eric Rowland	_____	_____
Councilmember Heidi Franco	_____	_____
Councilmember Kelleen Potter	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

RECORDER

Date: _____

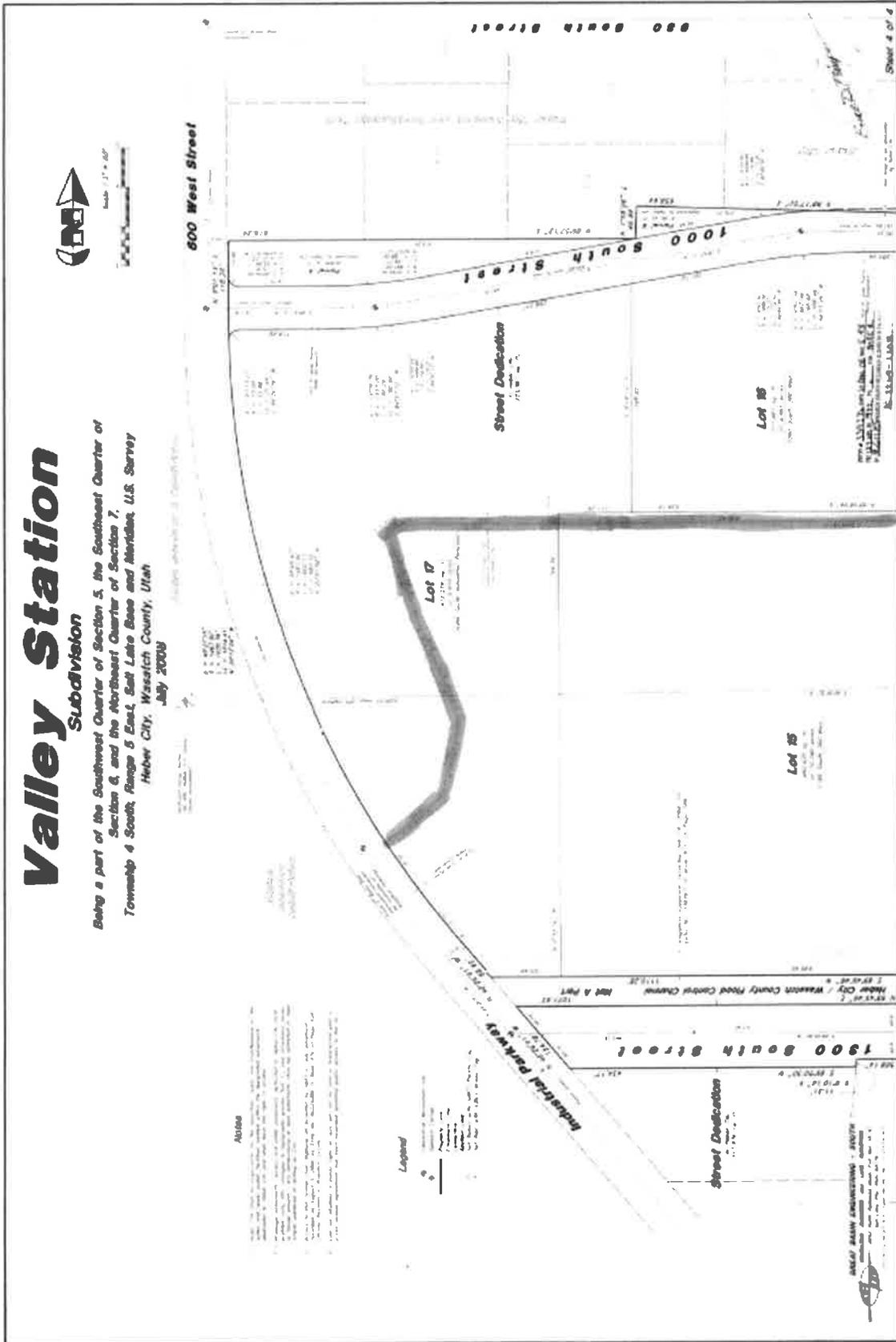
EXHIBIT A

Valley Station

Subdivision

Being a part of the Southwest Quarter of Section 5, the Southeast Quarter of Section 6, and the Northeast Quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, Heber City, Wasatch County, Utah

July 2008



TAB 4

Heber City Council
Report by: Anthony L. Kohler
Meeting date: May 1, 2014

Re: Cottages at Valley Station Phase 2 & 3 Final Approval

The petitioner is requesting Final Approval of the proposed Cottages at Valley Station, Phases 2 & 3, consisting of Detached Single Family Homes in the Mixed Use Residential Commercial Zone (MURCZ). Phase 2 consists of 48 lots and phase 3 consists of 47 lots.

The developer is proposing to dedicate the park and trail corridor located along the southern boundary of the property to the City. While Parcel A is 0.96 acres in size, it is below the 1.5 acre minimum required for public parks standard adopted by Heber City. Planning Staff supports the dedication of this park given the inclusion of a trail that is part of the City's Master Trail System and the desire of adjacent residential neighbors to have access and use of this park.

The existing sewer easement through the property serving Liberty Station will be partially abandoned and the sewer lines moved into the proposed streets. A document needs to be recorded on the title abandoning this easement.

RECOMMENDATION

On April 10, 2014, the Planning Commission found the proposed final application is consistent with Preliminary Approval, Section 18.42.100 Mixed Use Residential Standards, Chapter 17.20.030 Final Plans, Chapter 17.40 Improvements, Chapter 17.24 Street Design Standards, Chapter 17.28 Block Design Standards, Chapter 18.102 Affordable Housing, Section 18.68.175 Open Space, and the Valley Station Development Agreement, and recommended that the proposed public playground dedication be accepted by Heber City as a public park, contingent upon the proposed development agreements for each phase, applicable to future buyers of lots in the development, conditional upon:

1. The following condition of preliminary approval needs to be submitted prior to final plat recording:
 - a. Control of erosion within the subdivided area;
 - b. Reseeding of cuts and fills;
 - c. Prevention and control of fire and control of dust;
 - d. Prevention of the accumulation of weeds and debris; and
 - e. Prevention of the destruction of vegetation or else the establishing of new vegetation;
 - f. An updated title report; and
 - g. Tax clearance from the county assessor.
 - h. A document abandoning the existing sewer easement traversing through the proposed development shall be recorded concurrent with the plat recording.

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(Cottages at Valley Station Phase 2)

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between Heber City (the "City") and Oakwood Homes of Utah, LLC (the "Developer").

WHEREAS, the Developer has proposed a plat for a 48 lot subdivision, Cottages at Valley Station ("Phase 2"), in the Mixed Use Residential Commercial Zone (MURCZ Zone) in Heber City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Development Standards.

- a. **Permitted Uses.** Each lot is approved for and shall contain only one (1) single family home (no duplexes, condominiums, twin home, multi-family homes, or businesses (excepting home occupations), etc. are permitted), and no re-subdivision of any lot is permitted, excluding plat amendments to rectify typical property line issues.
- b. **Main Building Setbacks.** Each main building shall be setback as follows.
 - i. All garages shall be setback consistent with the MURCZ Zone and the Special Exception granted by the City Council pursuant to Section 18.68.175 Open Space, requiring all garages to be setback at least 25 feet from any public street property line, and other portions of residential buildings shall be setback at least 15 feet from any public street property line. Along 600 West, all portions of the residential buildings except alfresco porches shall be setback 25 feet from the 600 West property line.
 - ii. At least 5 feet from each side property line, and at least 15 feet from any side street property line.
 - iii. At least 10 feet from the rear property line.
- c. **Accessory Building Setbacks.** Accessory buildings such as sheds shall only be permitted within a rear yard and shall be setback as follows.
 - i. At least 3 feet from each side or rear property line, except no setback shall be required if the accessory building meets the fire resistive requirements as set forth in the current Building Code.

- ii. At least 15 feet from any side street property line.
 - iii. No roof eave shall extend over any property line and any roof that drains toward the adjoining property shall be set back at least three feet from the property line.
 - d. **Main Building Area.** Each single family dwelling shall be at least eight hundred-fifty (850) square feet, exclusive of basements and garages. All two-story or multi-story single-family dwellings shall contain at least one thousand four hundred-fifty (1,450) square feet of living space, exclusive of basements and garages. Basements do not qualify as or for ground floor living area.
 - e. **Planter Strip Landscaping.** Each lot shall be planted and maintain at least 1, 1" caliper or greater street tree in the front yard or planter strip with tree species consistent with the Master Landscape Plan or Heber City's adopted Street Tree Ordinance.
 - f. **Architectural Treatments.** Homes shall be constructed with a combination of either stucco, composite wood sidings (i.e. James Hardie, LP Smartside, etc), brick and/or stone. The use of vinyl, aluminum, and steel siding shall be prohibited.
 - g. **Parking.** Each lot shall provide and maintain at least 2 off-street parking stalls within an enclosed parking garage.
 - h. **Fencing.** The Restrictive Covenants for the Subdivision shall require lot owners of 223 through 235 and Lot 236 and 248 to establish and maintain consistent fence color and materials.
 - i. **Driveway Access.** Lot 222 and 223 shall not establish driveways to 300 West. Lot 204 and 244 shall not establish driveways to 600 West. Lot 248 shall establish a driveway on the north side of the lot.
 - j. **Plat.** The final plat shall:
 - i. Designate 10 foot front, 10 foot rear, and 5 foot side public utility easements on each lot.
 - ii. Designate addresses for each lot.
- 2. **Water Rights.** With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required diversion water rights necessary for development of this phase.
- 3. **Home Owner's Association.** Developer shall record with the Subdivision plat the appropriate documents to create and maintain a home owners association capable of collecting dues to maintain the private common areas within the subdivision.
- 4. **Common Area.** The Home Owner's Association shall own and

maintain Parcel B. Heber City shall conditionally accept the public dedication of Parcel A, which includes the proposed trail and park. (*Alternately, if Heber City elects to not accept this public park dedication, add "Parcel A" as being owned and maintained by the Home Owner's Association above*).

5. **Ground Water.** Developer agrees to conduct additional soils testing near the storm water facility behind lots 223-235 during peak water run-off season to determine if high ground water exists. If high ground water exists, or testing is not conducted, homes on these lots that include basements shall be constructed with a sump pump in the basement.
6. **Common Area Improvements.** All common areas shall be landscaped and improved as shown in the approved Final Documents, such as the 8 foot asphalt public trail along Parcel A, ground cover, irrigation equipment, grading, top soil, trees and shrubs, sidewalks, play equipment, fall zone, black vinyl coated chain link fencing along the storm water channel, and vinyl fencing along the back of lots 223 through 235, and the park facing side yards of lots 235, 236, and 248. Developer shall meet and coordinate Parcel A improvements with the Heber City Park & Cemetery Director prior to plat recording. Developer shall coordinate and confirm prior to plat recording with WCWEP that proposed landscaping on Parcel A is acceptable in proximity to existing irrigation lines.
7. **Existing Easements.** The existing sewer line and sewer easement serving the Liberty Station Apartments shall be abandoned and placed within proposed street rights-of-way as shown on the plat for Phase 2. Concurrent with recording of the subdivision plat, Developer shall record a document abandoning the existing sewer easements. In the event that the Phase 2 Plat of Cottages at Valley Station is not recorded, Developer shall, through a separate instrument, rededicate the 20 foot sewer easement to Heber City, per approval of the City Planner and Engineer.
8. **Planter Strip Along 600 West.** The planter strip between the curb and sidewalk along 600 West shall be at least 6 (six) feet wide.
9. Infrastructure improvement costs shall be paid by, and be the sole responsibility of, the Developer, their assigns, transferees or successors as owners or developers except as outlined above.
10. Developer shall execute a performance agreement and provide a cash bond, surety bond, or letter of credit acceptable to the City to guarantee completion of the City's public improvements.

11. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
12. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon the City's approval of the improvements and acceptance of the subdivision as complete, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those areas shown on the recorded subdivision plats as dedicated to the public and begin issuing building permits. The City agrees to maintain such public improvements without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained herein shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the initial making of these public improvements.
13. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing approved by the Parties.
14. This Agreement shall be a covenant running with the land, and shall be binding upon the Parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.
15. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either 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 prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

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 _____, 2014.

HEBER CITY:

By: _____
Alan McDonald, Mayor

ATTEST:

Heber City Recorder

Oakwood Homes of Utah, LLC; Developer:

By: _____
Mike Stewart, President-Utah Division, Oakwood Homes of Utah,
LLC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2014, personally appeared before me the above named authorized representative of Developer, who duly acknowledged to me that Developer is the owner in fee of the land in Cottages at Valley Station ("Phase 2") and executed the same as such.

NOTARY PUBLIC

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(Cottages at Valley Station Phase 3)

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between Heber City (the "City") and Oakwood Homes of Utah, LLC (the "Developer").

WHEREAS, the Developer has proposed a plat for a 47 lot subdivision, Cottages at Valley Station ("Phase 3"), in the Mixed Use Residential Commercial Zone (MURCZ Zone) in Heber City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Development Standards.

- a. **Permitted Uses.** Each lot is approved for and shall contain only one (1) single family home (no duplexes, condominiums, twin home, multi-family homes, or businesses (excepting home occupations), etc. are permitted), and no re-subdivision of any lot is permitted, excluding plat amendments to rectify typical property line issues.
- b. **Main Building Setbacks.** Each main building shall be setback as follows.
 - i. All garages shall be setback consistent with the MURCZ Zone and the Special Exception granted by the City Council pursuant to Section 18.68.175 Open Space, requiring all garages to be setback at least 25 feet from any public street property line, and other portions of residential buildings shall be setback at least 15 feet from any public street property line. Along 600 West, all portions of the residential buildings except alfresco porches shall be setback 25 feet from the 600 West property line.
 - ii. At least 5 feet from each side property line, and at least 15 feet from any side street property line.
 - iii. At least 10 feet from the rear property line.
- c. **Accessory Building Setbacks.** Accessory buildings such as sheds shall only be permitted within a rear yard and shall be setback as follows.
 - i. At least 3 feet from each side or rear property line, except no setback shall be required if the accessory building meets the fire resistive requirements as set forth in the current Building Code.

- ii. At least 15 feet from any side street property line.
 - iii. No roof eave shall extend over any property line and any roof that drains toward the adjoining property shall be set back at least three feet from the property line.
 - d. **Main Building Area.** Each single family dwelling shall be at least eight hundred-fifty (850) square feet, exclusive of basements and garages. All two-story or multi-story single-family dwellings shall contain at least one thousand four hundred-fifty (1,450) square feet of living space, exclusive of basements and garages. Basements do not qualify as or for ground floor living area.
 - e. **Planter Strip Landscaping.** Each lot shall plant and maintain at least 1, 1" caliper or greater street tree in the front yard or planter strip with tree species consistent with the Master Landscape Plan or Heber City's adopted Street Tree Ordinance.
 - f. **Architectural Treatments.** Homes shall be constructed with a combination of either stucco, composite wood sidings (i.e. James Hardie, LP Smartside, etc), brick and/or stone. The use of vinyl, aluminum, and steel siding shall be prohibited.
 - g. **Parking.** Each lot shall provide and maintain at least 2 off-street parking stalls within an enclosed parking garage.
 - h. **Driveway Access.** Lot 311 and 347 shall not establish driveways to 1000 South.
 - i. **Plat.** The final plat shall:
 - i. Designate 10 foot front, 10 foot rear, and 5 foot side public utility easements on each lot.
 - ii. Designate addresses for each lot.
- 2. **Water Rights.** With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required diversion water rights necessary for development of this phase.
- 3. **Home Owner's Association.** Developer shall record with the Subdivision plat the appropriate documents to create and maintain a home owners association capable of collecting dues to maintain the private common areas within the subdivision.
- 4. **Common Area.** The Home Owner's Association shall own and maintain Parcel D and E. Heber City shall accept dedication of Parcel C as proposed with 6 inches of road base and landscape fabric as shown on the improvement drawings.
- 5. **Common Area Improvements.** All common areas shall be landscaped by developer and improved as shown in the approved Final

Documents, such as ground cover, irrigation equipment, grading, top soil, and trees and shrubs.

- 6. Existing Easements.** The existing sewer line and sewer easement serving the Liberty Station Apartments shall be abandoned and placed within proposed street rights-of-way as shown on the plat for Phase 3, with the exception of the sewer line and sewer easement to remain in existence within Parcel C and lots 335 and 336. Immediately following the recording of the subdivision plat, Developer shall record the ordinance abandoning the existing sewer easements. In the event that the Phase 3 Plat of Cottages at Valley Station is not recorded, Developer shall, through a separate instrument, rededicate the 20 foot sewer easement to Heber City.
7. Infrastructure improvement costs shall be paid by, and be the sole responsibility of, the Developer, their assigns, transferees or successors as owners or developers except as outlined above.
8. Developer shall execute a performance agreement and provide a cash bond, surety bond, or letter of credit acceptable to the City to guarantee completion of the City's public improvements.
9. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
10. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon the City's approval of the improvements and acceptance of the subdivision as complete, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those areas shown on the recorded subdivision plats as dedicated to the public and begin issuing building permits. The City agrees to maintain such public improvements without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained herein shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the initial making of these public improvements.
11. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing approved by the Parties.

12. This Agreement shall be a covenant running with the land, and shall be binding upon the Parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

13. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either 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 prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

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 _____, 2014.

HEBER CITY:

By: _____
Alan McDonald, Mayor

ATTEST:

Heber City Recorder

Oakwood Homes of Utah, LLC, Developer:

By: _____
Mike Stewart, President-Utah Division, Oakwood Homes of Utah, LLC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2014, personally appeared before me the above named authorized representative of Developer,

who duly acknowledged to me that Developer is the owner in fee of the land in Cottages at Valley Station ("Phase 3") and executed the same as such.

NOTARY PUBLIC

Heber City Council
Report by: Anthony L. Kohler
Meeting date: May 1, 2014

Re: Cottages at Valley Station Phase 2 & 3 Final Approval

The petitioner is requesting Final Approval of the proposed Cottages at Valley Station, Phases 2 & 3, consisting of Detached Single Family Homes in the Mixed Use Residential Commercial Zone (MURCZ). Phase 2 consists of 48 lots and phase 3 consists of 47 lots.

The developer is proposing to dedicate the park and trail corridor located along the southern boundary of the property to the City. While Parcel A is 0.96 acres in size, it is below the 1.5 acre minimum required for public parks standard adopted by Heber City. Planning Staff supports the dedication of this park given the inclusion of a trail that is part of the City's Master Trail System and the desire of adjacent residential neighbors to have access and use of this park.

The existing sewer easement through the property serving Liberty Station will be partially abandoned and the sewer lines moved into the proposed streets. A document needs to be recorded on the title abandoning this easement.

RECOMMENDATION

On April 10, 2014, the Planning Commission found the proposed final application is consistent with Preliminary Approval, Section 18.42.100 Mixed Use Residential Standards, Chapter 17.20.030 Final Plans, Chapter 17.40 Improvements, Chapter 17.24 Street Design Standards, Chapter 17.28 Block Design Standards, Chapter 18.102 Affordable Housing, Section 18.68.175 Open Space, and the Valley Station Development Agreement, and recommended that the proposed public playground dedication be accepted by Heber City as a public park, contingent upon the proposed development agreements for each phase, applicable to future buyers of lots in the development, conditional upon:

1. The following condition of preliminary approval needs to be submitted prior to final plat recording:
 - a. Control of erosion within the subdivided area;
 - b. Reseeding of cuts and fills;
 - c. Prevention and control of fire and control of dust;
 - d. Prevention of the accumulation of weeds and debris; and
 - e. Prevention of the destruction of vegetation or else the establishing of new vegetation;
 - f. An updated title report; and
 - g. Tax clearance from the county assessor.
 - h. A document abandoning the existing sewer easement traversing through the proposed development shall be recorded concurrent with the plat recording.

COTTAGES AT VALLEY STATION

PHASE 3

(INCLUDES THE AMENDMENT OF A PORTION OF LOTS 13 & 17, VALLEY STATION SUBDIVISION) LOCATED IN A PORTION OF LOTS 13 & 17, VALLEY STATION SUBDIVISION, HIBER CITY, WASHINGTON COUNTY, UTAH

SURVEYOR'S CERTIFICATE

COTTAGES AT VALLEY STATION

PHASE 3

I, **Thomas P. Carlin**, do hereby certify that I am a Professional Land Surveyor, as defined in Utah Code Title 19, Chapter 2, and that I am duly licensed and qualified to perform the duties of a Professional Land Surveyor. I am the owner of the land described herein and I have caused the same to be surveyed and the boundaries thereon to be established and marked in accordance with the laws of the State of Utah. The survey was conducted on the 15th day of **April**, 2011, and the same was completed on the 15th day of **April**, 2011. The survey was conducted in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors. The survey was conducted in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors. The survey was conducted in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors.

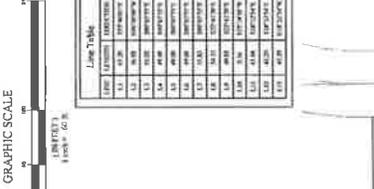


BOUNDARY DESCRIPTION

A portion of Lots 13 & 17, Valley Station Subdivision, according to the Official Plat thereof on file in the Office of the Utah State Surveyor, located in the NE1/4 of Section 7 and the SE1/4 of Section 8, Township 34 North, Range 12 East, T34N, R12E, S7E, S8E, Salt Lake County, Utah. The survey was conducted in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors. The survey was conducted in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors. The survey was conducted in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors.

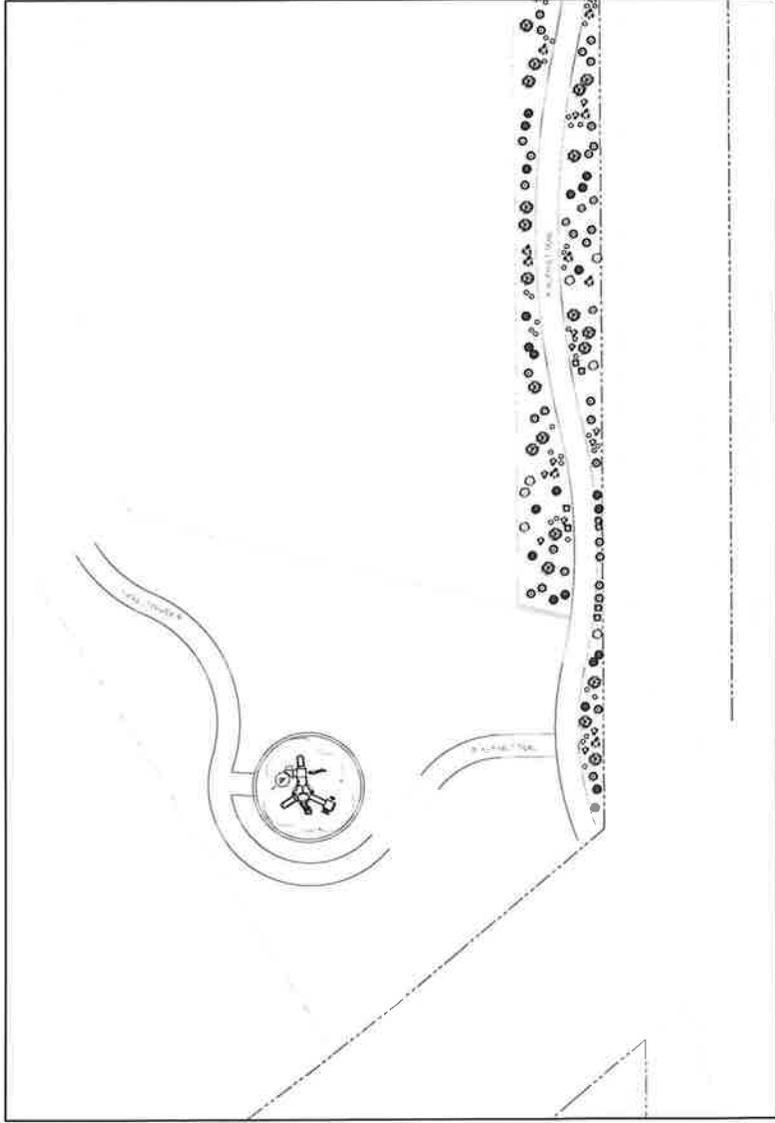
Cover Table

CHAIN	BEARING	DISTANCE	CONNECTION	REMARKS
1	S 89° 58' 00" W	100.00	1-2	100.00
2	S 89° 58' 00" W	100.00	2-3	100.00
3	S 89° 58' 00" W	100.00	3-4	100.00
4	S 89° 58' 00" W	100.00	4-5	100.00
5	S 89° 58' 00" W	100.00	5-6	100.00
6	S 89° 58' 00" W	100.00	6-7	100.00
7	S 89° 58' 00" W	100.00	7-8	100.00
8	S 89° 58' 00" W	100.00	8-9	100.00
9	S 89° 58' 00" W	100.00	9-10	100.00
10	S 89° 58' 00" W	100.00	10-11	100.00
11	S 89° 58' 00" W	100.00	11-12	100.00
12	S 89° 58' 00" W	100.00	12-13	100.00
13	S 89° 58' 00" W	100.00	13-14	100.00
14	S 89° 58' 00" W	100.00	14-15	100.00
15	S 89° 58' 00" W	100.00	15-16	100.00
16	S 89° 58' 00" W	100.00	16-17	100.00
17	S 89° 58' 00" W	100.00	17-18	100.00
18	S 89° 58' 00" W	100.00	18-19	100.00
19	S 89° 58' 00" W	100.00	19-20	100.00
20	S 89° 58' 00" W	100.00	20-21	100.00
21	S 89° 58' 00" W	100.00	21-22	100.00
22	S 89° 58' 00" W	100.00	22-23	100.00
23	S 89° 58' 00" W	100.00	23-24	100.00
24	S 89° 58' 00" W	100.00	24-25	100.00
25	S 89° 58' 00" W	100.00	25-26	100.00
26	S 89° 58' 00" W	100.00	26-27	100.00
27	S 89° 58' 00" W	100.00	27-28	100.00
28	S 89° 58' 00" W	100.00	28-29	100.00
29	S 89° 58' 00" W	100.00	29-30	100.00
30	S 89° 58' 00" W	100.00	30-31	100.00
31	S 89° 58' 00" W	100.00	31-32	100.00
32	S 89° 58' 00" W	100.00	32-33	100.00
33	S 89° 58' 00" W	100.00	33-34	100.00
34	S 89° 58' 00" W	100.00	34-35	100.00
35	S 89° 58' 00" W	100.00	35-36	100.00
36	S 89° 58' 00" W	100.00	36-37	100.00
37	S 89° 58' 00" W	100.00	37-38	100.00
38	S 89° 58' 00" W	100.00	38-39	100.00
39	S 89° 58' 00" W	100.00	39-40	100.00
40	S 89° 58' 00" W	100.00	40-41	100.00
41	S 89° 58' 00" W	100.00	41-42	100.00
42	S 89° 58' 00" W	100.00	42-43	100.00
43	S 89° 58' 00" W	100.00	43-44	100.00
44	S 89° 58' 00" W	100.00	44-45	100.00
45	S 89° 58' 00" W	100.00	45-46	100.00
46	S 89° 58' 00" W	100.00	46-47	100.00
47	S 89° 58' 00" W	100.00	47-48	100.00
48	S 89° 58' 00" W	100.00	48-49	100.00
49	S 89° 58' 00" W	100.00	49-50	100.00
50	S 89° 58' 00" W	100.00	50-51	100.00
51	S 89° 58' 00" W	100.00	51-52	100.00
52	S 89° 58' 00" W	100.00	52-53	100.00
53	S 89° 58' 00" W	100.00	53-54	100.00
54	S 89° 58' 00" W	100.00	54-55	100.00
55	S 89° 58' 00" W	100.00	55-56	100.00
56	S 89° 58' 00" W	100.00	56-57	100.00
57	S 89° 58' 00" W	100.00	57-58	100.00
58	S 89° 58' 00" W	100.00	58-59	100.00
59	S 89° 58' 00" W	100.00	59-60	100.00
60	S 89° 58' 00" W	100.00	60-61	100.00
61	S 89° 58' 00" W	100.00	61-62	100.00
62	S 89° 58' 00" W	100.00	62-63	100.00
63	S 89° 58' 00" W	100.00	63-64	100.00
64	S 89° 58' 00" W	100.00	64-65	100.00
65	S 89° 58' 00" W	100.00	65-66	100.00
66	S 89° 58' 00" W	100.00	66-67	100.00
67	S 89° 58' 00" W	100.00	67-68	100.00
68	S 89° 58' 00" W	100.00	68-69	100.00
69	S 89° 58' 00" W	100.00	69-70	100.00
70	S 89° 58' 00" W	100.00	70-71	100.00
71	S 89° 58' 00" W	100.00	71-72	100.00
72	S 89° 58' 00" W	100.00	72-73	100.00
73	S 89° 58' 00" W	100.00	73-74	100.00
74	S 89° 58' 00" W	100.00	74-75	100.00
75	S 89° 58' 00" W	100.00	75-76	100.00
76	S 89° 58' 00" W	100.00	76-77	100.00
77	S 89° 58' 00" W	100.00	77-78	100.00
78	S 89° 58' 00" W	100.00	78-79	100.00
79	S 89° 58' 00" W	100.00	79-80	100.00
80	S 89° 58' 00" W	100.00	80-81	100.00
81	S 89° 58' 00" W	100.00	81-82	100.00
82	S 89° 58' 00" W	100.00	82-83	100.00
83	S 89° 58' 00" W	100.00	83-84	100.00
84	S 89° 58' 00" W	100.00	84-85	100.00
85	S 89° 58' 00" W	100.00	85-86	100.00
86	S 89° 58' 00" W	100.00	86-87	100.00
87	S 89° 58' 00" W	100.00	87-88	100.00
88	S 89° 58' 00" W	100.00	88-89	100.00
89	S 89° 58' 00" W	100.00	89-90	100.00
90	S 89° 58' 00" W	100.00	90-91	100.00
91	S 89° 58' 00" W	100.00	91-92	100.00
92	S 89° 58' 00" W	100.00	92-93	100.00
93	S 89° 58' 00" W	100.00	93-94	100.00
94	S 89° 58' 00" W	100.00	94-95	100.00
95	S 89° 58' 00" W	100.00	95-96	100.00
96	S 89° 58' 00" W	100.00	96-97	100.00
97	S 89° 58' 00" W	100.00	97-98	100.00
98	S 89° 58' 00" W	100.00	98-99	100.00
99	S 89° 58' 00" W	100.00	99-100	100.00
100	S 89° 58' 00" W	100.00	100-101	100.00

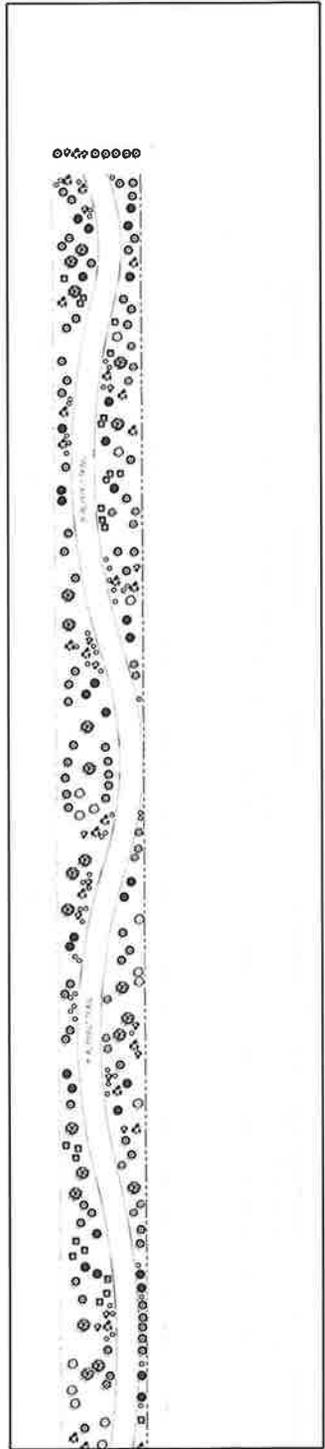


Line Table

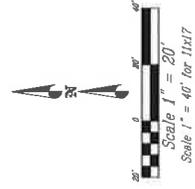
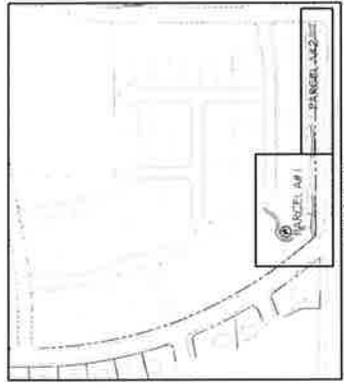
LINE	BEARING	DISTANCE	CONNECTION	REMARKS
101	S 89° 58' 00" W	100.00	101-102	100.00
102	S 89° 58' 00" W	100.00	102-103	100.00
103	S 89° 58' 00" W	100.00	103-104	100.00
104	S 89° 58' 00" W	100.00	104-105	100.00
105	S 89° 58' 00" W	100.00	105-106	100.00
106	S 89° 58' 00" W	100.00	106-107	100.00
107	S 89° 58' 00" W	100.00	107-108	100.00
108	S 89° 58' 00" W	100.00	108-109	100.00
109	S 89° 58' 00" W	100.00	109-110	100.00
110	S 89° 58' 00" W	100.00	110-111	100.00
111	S 89° 58' 00" W	100.00	111-112	100.00
112	S 89° 58' 00" W	100.00	112-113	100.00
113	S 89° 58' 00" W	100.00	113-114	100.00
114	S 89° 58' 00" W	100.00	114-115	100.00
115	S 89° 58' 00" W	100.00	115-116	100.00
116	S 89° 58' 00" W	100.00	116-117	100.00
117	S 89° 58' 00" W	100.00	117-118	100.00
118	S 89° 58' 00" W	100.00	118-119	100.00
119	S 89° 58' 00" W	100.00	119-120	100.00
120	S 89° 58' 00" W	100.00	120-121	100.00
121	S 89° 58' 00" W	100.00	121-122	100.00
122	S 89° 58' 00" W	100.00	122-123	100.00
123	S 89° 58' 00" W	100.00	123-124	100.00
124	S 89° 58' 00" W	100.00	124-125	100.00
125	S 89° 58' 00" W	100.00	125-126	100.00
126	S 89° 58' 00" W	100.00	126-127	100.00
127	S 89° 58' 00" W	100.00	127-128	100.00
128	S 89° 58' 00" W	100.00	128-129	100.00
129	S 89° 58' 00" W	100.00	129-130	100.00
130	S 89° 58' 00" W	100.00	130-131	100.00
131	S 89° 58' 00" W	100.00	131-132	100.00
132	S 89° 58' 00" W	100.00	132-133	100.00
133	S 89° 58' 00" W	100.00	133-134	100.00
134	S 89° 58' 00" W	100.00	134-135	100.00
135	S 89° 58' 00" W	100.00	135-136	100.00
136	S 89° 58' 00" W	100.00	136-137	100.00
137	S 89° 58' 00" W	100.00	137-138	100.00
138	S 89° 58' 00" W	100.00	138-139	100.00
139	S 89° 58' 00" W	100.00	139-140	100.00
140	S 89° 58' 00" W	100.00	140-141	100.00
141	S 89° 58' 00" W	100.00	141-142	100.00
142	S 89° 58' 00" W	100.00	142-143	100.00
143	S 89° 58' 00" W	100.00	143-144	100.00
144	S 89° 58' 00" W	100.00	144-145	100.00
145	S 89° 58' 00" W	100.00	145-146	100.00
146	S 89° 58' 00" W	100.00	146-147	100.00
147	S 89° 58' 00" W	100.00	147-148	100.00
148	S 89° 58' 00" W	100.00	148-149	100.00
149	S 89° 58' 00" W	100.00	149-150	100.00
150	S 89° 58' 00" W	100.00	150-151	100.00
151	S 89° 58' 00" W	100.00	151-152	100.00
152	S 89° 58' 00" W	100.00	152-153	100.00
153	S 89° 58' 00" W	100.00	153-154	100.00
154	S 89° 58' 00" W	100.00	154-155	100.00
155	S 89° 58' 00" W	100.00	155-156	100.00
156	S 89° 58' 00" W	100.00	156-157	100.00
157	S 89° 58' 00" W	100.00	157-158	100.00
158	S 89° 58' 00" W	100.00	158-159	100.00
159	S 89° 58' 00" W			



PARCEL A#1



PARCEL A#2



PLANT SCHEDULE

SYMBOL	PLANT NAME	COMMON NAME	SIZE	NOTES
(Symbol)
(Symbol)
(Symbol)
(Symbol)
(Symbol)
(Symbol)
(Symbol)
(Symbol)

DATE: 02/20/2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]
 SHEET: [Number]
 TOTAL SHEETS: [Number]

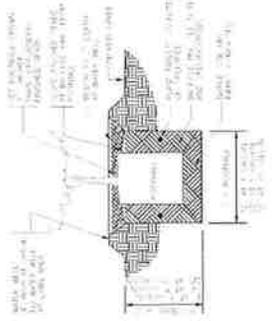
OKWOOD HOMES
 COTTAGES AT VALLEY STATION
 TRAIL LANDSCAPE PLAN

120 E. 10th Street, Suite 100
 Des Moines, IA 50319
 Phone: 515.281.1234
 Fax: 515.281.1235
 Email: info@berglandscape.com
 Website: www.berglandscape.com

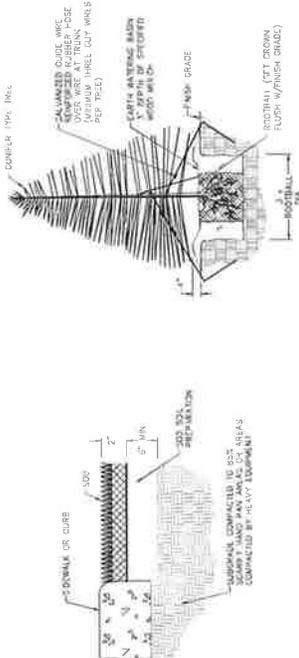
DATE: 02/20/2014
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 CHECKED BY: [Name]
 PROJECT: [Name]
 SHEET: [Number]
 TOTAL SHEETS: [Number]

GENERAL PLANTING NOTES:

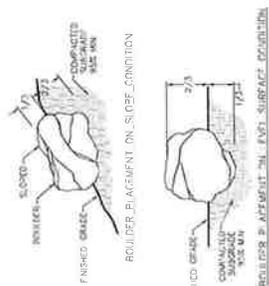
1. CODES, LAWS, REGULATIONS & PERMITS BY FEDERAL, STATE, COUNTY AND CITY AGENCIES FOR DESIGN, CONSTRUCTION AND MAINTENANCE SHALL BE OBTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL REPORT ANY PROBLEMS OR REQUIREMENTS TO THE LANDSCAPE ARCHITECT. THE CONTRACTOR MUST VERIFY ALL PERMITS ARE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS. CALL BLUE STAKES AND REFER TO DRAWING AND CIVIL PLANS BEFORE ANY TRUCKING OR EXCAVATION.
2. CONSTRUCTION SAFETY & CLEANUP MUST MEET OSHA STANDARDS AT ALL TIMES. ALL CONTRACTORS MUST HAVE ADEQUATE LIABILITY, PERSONNEL, INMATE AND PROPERTY DAMAGE INSURANCE. CLEAN UP MUST BE COMPLETED IMMEDIATELY AFTER THE WORK IS FINISHED FREE OF DIRT AND MUD ON FINAL CLEAN UP. CONSTRUCTION MUST OCCUR IN A TIDELY MANNER.
3. LANDSCAPE PLANS AND DETAIL DRAWINGS ARE SCHEMATIC ONLY. DISCREPANCIES MAY EXIST, INCLUDING BUT NOT LIMITED TO BUILDING LOCATION, PROPERTY LINES, ANY DIMENSIONS SPECIFIED OR IMPLIED. THE CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT FOR DISCREPANCIES LIST.
4. PLANT MATERIAL EXCAVATION. CONTRACTORS TO CALL BLUE STAKE, AND MAKE REFERENCE TO DRAINAGE AND CIVIL PLANS BEFORE EXCAVATION FOR PLANT MATERIAL. ALL HOLES MUST ALLOW FOR A MINIMUM OF 3" (3/4") BENCH UP FOR ROOT BALLS.
5. PLANT MATERIAL BACKFILL MUST BE A WELL MIXED COMBINATION OF 2/3 WASHED 3/8" (1/2") ORGANIC COMPOSTED MATERIAL, KEEP WATER ALL PLANT MATERIAL IMMEDIATELY AFTER PLANTING AND BACKFILL MATERIAL TO DEPRESSIONS AS NECESSARY.
6. PLANT MATERIAL AND LANDSCAPE ELEMENTS WILL BE GUARANTEED FOR ONE YEAR AFTER FINAL COMPLETION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL THAT IS NOT PREMIUM QUALITY OR APPEARS STRESSED IN ANY WAY DURING THE GUARANTEE PERIOD. ANY REPLACEMENT OF PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY AFTER THE GUARANTEE PERIOD. ANY REPLACEMENT OF PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY AFTER THE GUARANTEE PERIOD. ANY REPLACEMENT OF PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY AFTER THE GUARANTEE PERIOD. ANY REPLACEMENT OF PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY AFTER THE GUARANTEE PERIOD.
7. PLANT MATERIAL SHALL CONFORM TO NURSERY STANDARDS ACCORDING TO AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA) STANDARDS. ALL PLANT MATERIAL SHALL BE REPRESENTATIVE OF SPECIES IN SIZE, QUALITY, TONAL COLOR AND NOT ROOT BOUND, DAMAGED OR STRESSED. THE NURSERY OR SUPPLIER, WHO SHALL REMAIN ON FILE, SHALL BE MADE WITH BOTANICAL ACCEPTANCE.
8. TOP SOIL MUST BE A PREMIUM QUALITY DARK SANDY LOAM, FREE OF ROCKS, GLOBS, ROOTS, AND PLANT MATTER. THE TOPSOIL WILL BE EVENLY SPREAD AND SMOOTH GRADDED ON A CAREFULLY PREPARED SUBSTRATE. THE TOPSOIL SHALL BE 12" (3") DEEP UNDER SHRUB AREAS (5") UNDER TREE PLANTINGS AND 6" (2") UNDER SOD AREAS.
9. SOD MUST BE PREMIUM QUALITY, ULTRA GREEN, EVENLY CUT, ESTABLISHED, HEALTHY, WEDD AND DISEASE FREE, AND FROM AN APPROVED SOURCE. SOD MUST BE DELIVERED AND Laid IMMEDIATELY AFTER CUTTING AND MUST BE STORED PROPERLY. SOD MUST BE INSTALLED IMMEDIATELY AFTER DELIVERY. THE SOD MUST BE IMMEDIATELY WATERED AFTER INSTALLATION. ANY BURNED AREAS WILL REQUIRE REPLACEMENT. ADJUST SPRINKLER SYSTEM TO ASSURE HEALTHY GREEN SURVIVAL OF THE SOD WITHOUT OVERWATERING.
10. FERTILIZER FOR SOD AREAS SHALL BE RELIEVED, N-P-K AS APPROVED BY LANDSCAPE ARCHITECT FOR SEASONAL ADJUSTMENT. USE 20 LBS PER 1000 SQUARE FEET OR AS PER MANUFACTURER'S SPECIFICATIONS. SPREAD EVENLY ON A CAREFULLY PREPARED TOPSOIL LAYER JUST PRIOR TO LAYING SOD.
11. QUANTITIES LISTED ON PLANS ARE FOR THE CONTRACTOR'S CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE QUANTITIES LISTED ON PLANS ARE CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES LISTED ON PLANS ARE CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES LISTED ON PLANS ARE CORRECT.
12. BEFORE ANY PLANTING BEGINS, THE CONTRACTOR SHALL REMOVE ALL EXISTING TREE GUARDRAILS AND STAKING IN A TIDELY MANNER. ALL EXISTING TREES SHALL BE TAKEN CARE OF AND REMAIN BEYOND A REASONABLE TIME FOR ROOT PENETRATION AND STABILIZATION.
13. TREE WRAPPING MAY BE USED TO PROTECT YOUNG TREES FROM WINTER DAMAGE. TREE WRAPS SHALL BE REMOVED IMMEDIATELY AFTER THE GROWING SEASON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES LISTED ON PLANS ARE CORRECT.
14. LANDSCAPE MAINTENANCE MUST BE PERFORMED BY THE LANDSCAPE CONTRACTOR FOR A PERIOD OF 30 DAYS AFTER COMPLETION. RESPONSIBILITIES INCLUDE WATERING, FERTILIZING, MOWING, AND WEED CONTROL.
15. AUTOMATIC IRRIGATION SYSTEMS SHALL FULLY IRRIGATE ALL LANDSCAPE MATERIAL.



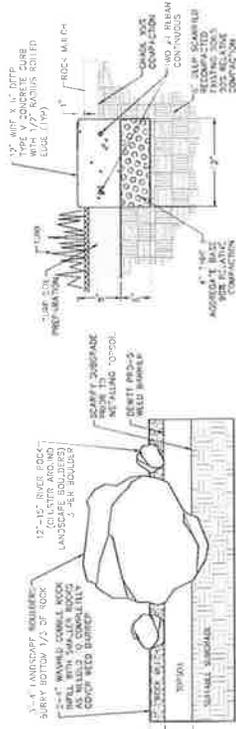
1 SHRUB PLANTING
1" = 1'-0"
3/23/23 18-01



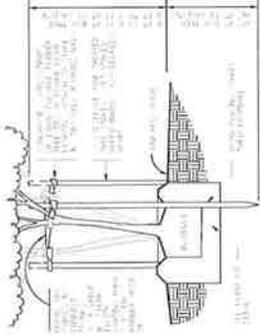
2 SOD PLANTING



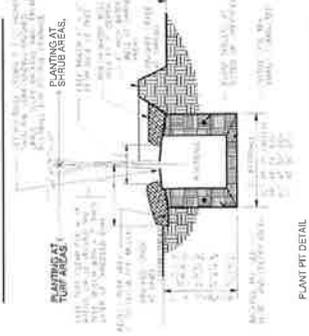
3 CONIFER PLANTING



4 TREE PLANTING MULTI-STAKE
1" = 1'-0"



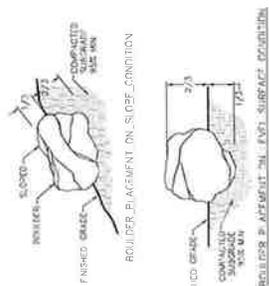
STAKING DETAIL



PLANTING AT SHRUB AREAS

PLANTING AT TREE AREAS

5 TYPICAL LANDSCAPE PLANTER



6 CONCRETE MOW STRIP

7 CONCRETE MOW STRIP

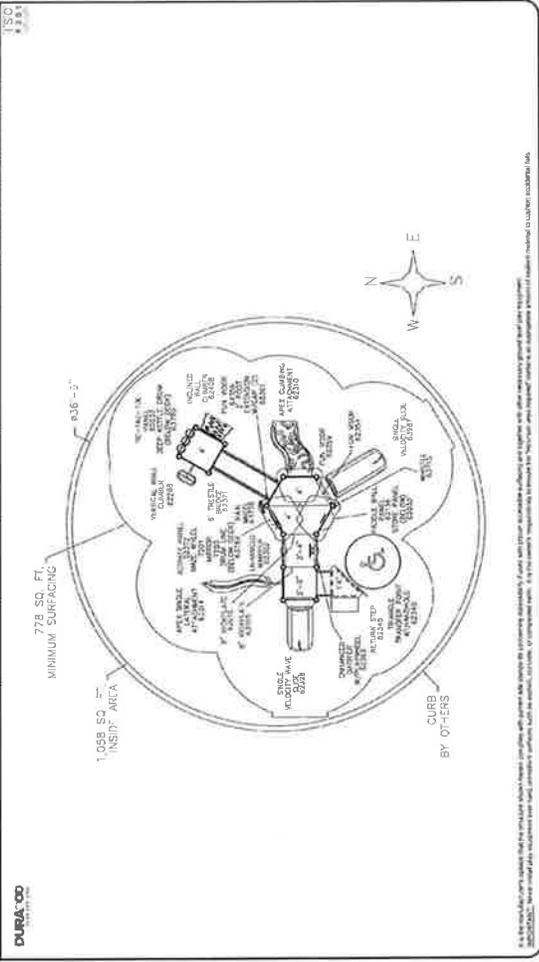
8 CONCRETE MOW STRIP

9 CONCRETE MOW STRIP

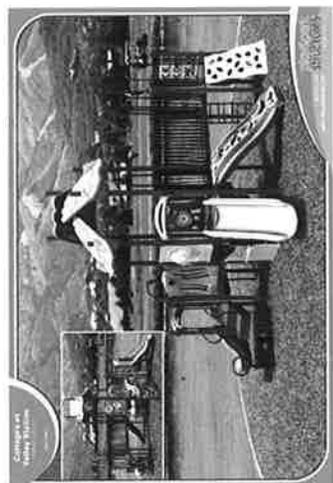
OAKWOOD HOMES
COTTAGES AT VALLEY STATION
LANDSCAPE DETAILS

Aberg
LANDSCAPE ARCHITECTS
310 E Main St, Suite 204
Albuquerque, NM 87102
PHONE: 505.243.1100
WWW.ABERGARTISTS.COM
DRAWN BY: CDS
DATE: 11/18/2023
140

Cottages at Valley Station Canyon Blvd, UT 84002 Recreation Brands Group of Cabanero and Utah		DURA [®] DD <small>DRY RUBBER</small>
Project Number: 14-000000 Date: 08/24/14 Scale: 1/4" = 1'-0" Date: 08/24/14	Drawing No: 22014 Revision: 01 Date: 08/24/14	Recreational Brands Group 401 Church St., Ste. 110 Columbus, TN 37203 www.recreationalbrands.com
User: CSJ Date: 08/24/14	Title: PLAYGROUND Date: 08/24/14	Project: 14-000000 Drawing: 22014



It is the manufacturer's policy to warrant that the equipment is designed and constructed in accordance with the applicable safety standards and is free of defects in materials and workmanship. The manufacturer shall not be responsible for any injury or damage to persons or property caused by the use of the equipment. The manufacturer shall not be responsible for any injury or damage to persons or property caused by the use of the equipment. The manufacturer shall not be responsible for any injury or damage to persons or property caused by the use of the equipment.

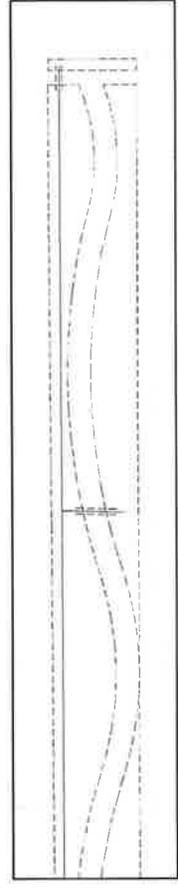
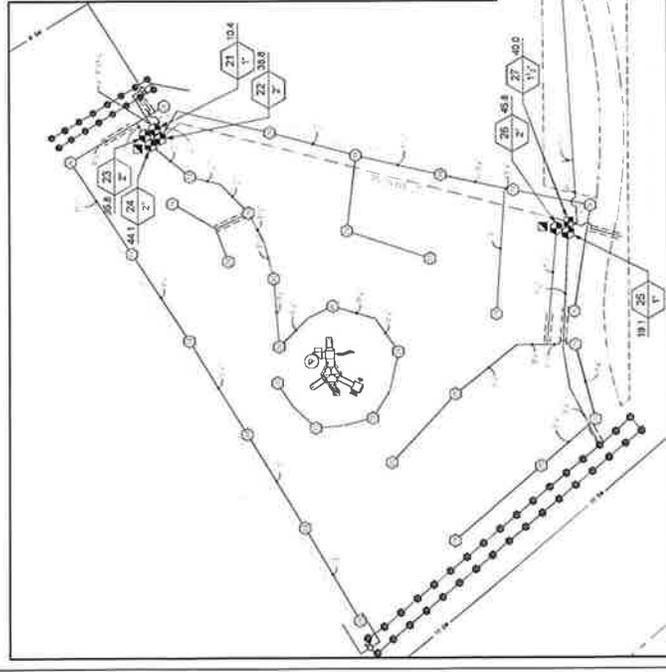
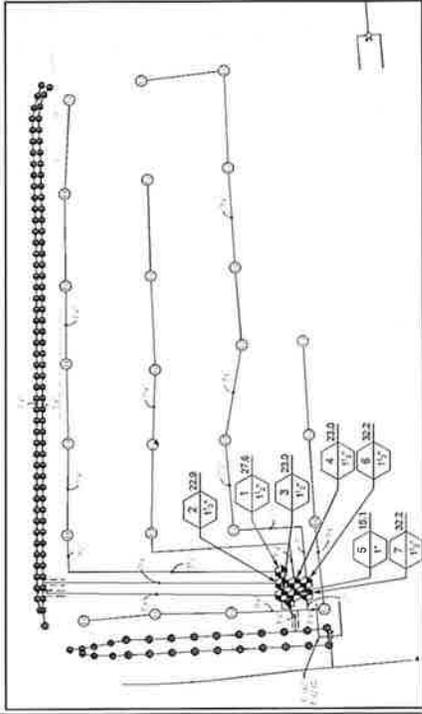
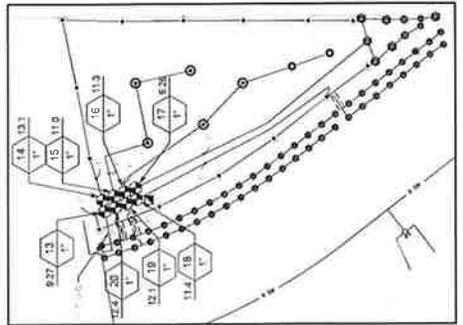
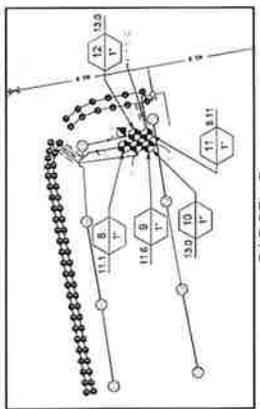
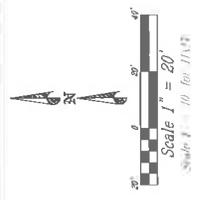
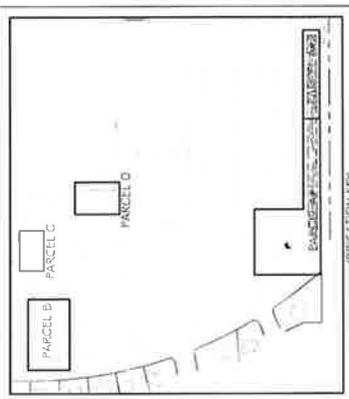


OXWOOD HOMES
 COTTAGES AT VALLEY STATION
 PLAYGROUND DETAILS



THE BERG GROUP
 1000 S. 1000 E.
 SUITE 100
 CANYON BLVD
 SALT LAKE CITY, UT 84143
 TEL: 801.487.1000
 FAX: 801.487.1001
 WWW.THEBERGGROUP.COM

REVISIONS
 01
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IRRIIGATION SCHEDULE

VALVE

- 1/2" VALVE
- 1" VALVE
- 1 1/2" VALVE
- 2" VALVE
- 3" VALVE
- 4" VALVE
- 6" VALVE
- 8" VALVE
- 10" VALVE
- 12" VALVE
- 14" VALVE
- 16" VALVE
- 18" VALVE
- 20" VALVE

PIPE

- 1/2" PIPE
- 1" PIPE
- 1 1/2" PIPE
- 2" PIPE
- 3" PIPE
- 4" PIPE
- 6" PIPE
- 8" PIPE
- 10" PIPE
- 12" PIPE
- 14" PIPE
- 16" PIPE
- 18" PIPE
- 20" PIPE

STRUCTURE

- 1/2" VALVE
- 1" VALVE
- 1 1/2" VALVE
- 2" VALVE
- 3" VALVE
- 4" VALVE
- 6" VALVE
- 8" VALVE
- 10" VALVE
- 12" VALVE
- 14" VALVE
- 16" VALVE
- 18" VALVE
- 20" VALVE

CONNECTION

- 1/2" CONNECTION
- 1" CONNECTION
- 1 1/2" CONNECTION
- 2" CONNECTION
- 3" CONNECTION
- 4" CONNECTION
- 6" CONNECTION
- 8" CONNECTION
- 10" CONNECTION
- 12" CONNECTION
- 14" CONNECTION
- 16" CONNECTION
- 18" CONNECTION
- 20" CONNECTION

OWENWOOD HOMES
COTTAGES AT VALLEY STATION
IRRIIGATION PLAN

berg
MANASSAS
VALLEY STATION

DATE: 10/18/2014
SCALE: 1/8" = 1'-0"

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: 10/18/2014

PROJECT NO: [Number]
SHEET NO: [Number] OF [Total Sheets]

GENERAL IRRIGATION NOTES:

1. THE DRAWINGS ARE TO BE CONSIDERED SUPPLEMENTARY. AS FAR AS POSSIBLE TO ACCURATELY SHOW THE EXACT LOCATION OF ALL IRRIGATION DEVICES. THE INSTALLER SHALL BE EXPECTED TO MAKE NECESSARY ADJUSTMENTS TO MAINTAIN COMPLETE COVERAGE OF ALL PLANTS AND AREAS TO BE IRRIGATED. THE INSTALLER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS. THE INSTALLER SHALL OBTAIN ANY NECESSARY LOCATES, PERMITS AND INSPECTIONS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVALUING CODES AND REGULATIONS. ALTHOUGH DUE DILIGENCE HAS BEEN EXERCISED TO OBTAIN THE MOST CURRENT PREVALUING CODES FOR THIS LOCATION, THE INSTALLER SHALL REMAIN SOLELY RESPONSIBLE FOR OBTAINING ANY NECESSARY LOCATES, PERMITS AND INSPECTIONS.
3. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES, IN ORDER TO AVOID CONFLICTS. THE INSTALLER SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY LOCATES, PERMITS AND INSPECTIONS.
4. ALL MATERIAL AND LABORS REQUIRED TO PROVIDE A COMPLETE OPERATIONAL AND FULLY GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE DOCUMENTS. LANDSCAPE ARCHITECTS AND ENGINEERS ARE NOT RESPONSIBLE FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE LANDSCAPE CONTRACTOR AT NO EXTRA COST TO THE OWNER (I.E. HEADS, PIPE, FITTINGS).
5. UNLESS SPECIFICALLY STATED IN THE DOCUMENTS, ALL MAINLINE PIPING AND WIRING PASSING UNDER PAVED SURFACES SHALL BE INSTALLED IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE. ALL MAINLINE PIPING SHALL BE INSTALLED UNDER PAVED SURFACES IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE. ALL MAINLINE PIPING SHALL BE INSTALLED UNDER PAVED SURFACES IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE. ALL MAINLINE PIPING SHALL BE INSTALLED UNDER PAVED SURFACES IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE.
6. CONTROL WIRING SHALL BE INSTALLED WITH THE MAINLINE WHEREVER POSSIBLE.
7. ALL HEADS SHALL BE OF THE PROPER TYPE FOR THE PLANT MATERIAL WHERE LOCATED, AND SHALL BE INSTALLED IN THE PRESCRIBED MANNER, PUMP, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND PLANT HEIGHT. ALL HEADS SHALL BE INSTALLED IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE. ALL MAINLINE PIPING SHALL BE INSTALLED UNDER PAVED SURFACES IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE.
8. THE INSTALLER SHALL UTILIZE SUITABLE PRESSURE-COMPENSATING SOLENOIDS OR ADJUSTABLE-ARC NOZZLES WHERE REQUIRED TO ACHIEVE UNIFORM COVERAGE.
9. EACH CONTROLLER OR VALVE SHALL BE INSTALLED IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE. ALL MAINLINE PIPING SHALL BE INSTALLED UNDER PAVED SURFACES IN A MANNER THAT PROVIDES PROTECTION FROM DAMAGE.
10. HARDC FITTINGS ARE REQUIRED ON ALL FITTINGS AND CHANGES IN DIRECTION FOR PIPES 3" AND LARGER.
11. LATERAL LINES SHALL BE NO SMALLER THAN 1". PIPES SHALL CARRY NO MORE THAN THE FOLLOWING:
 - 1" PIPE MAX 120PSI
 - 1 1/2" PIPE MAX 220PSI
 - 2" PIPE MAX 300PSI
 - 3" PIPE MAX 400PSI
 - 4" PIPE MAX 500PSI
 - 6" PIPE MAX 650PSI
12. INSTALL MANUAL DRAINS AT ALL LOW POINTS ON THE MAINLINE PIPE WITH ADEQUATELY SIZED SUMP.
13. CONSULT ARCHITECT FOR BEST PRACTICES OF CONNECTION FIRST TO BEGINNING WORK. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF AVAILABLE WORKING PRESSURE AND FLOW.
14. THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH AND FOLLOW THE INSTRUCTIONS CONTAINED HEREIN, ON THE DRAWINGS, IN THE CONSTRUCTION DETAILS, AND IN THE WRITTEN SPECIFICATIONS. SHOULD A CONFLICT BE DISCOVERED WITHIN THE DOCUMENTS, IMMEDIATELY NOTIFY THE PROJECT MANAGER AND REQUEST CLARIFICATION.
15. PROVIDE A REPRODUCIBLE IRRIGATION PLAN TO LANDSCAPE ARCHITECT AND OWNER, SHOWING ALL PIPE HEADS, VALVES AND A COLOR-CODED PLAN AT THE CONTROLLER LOCATION.
16. THIS PROJECT IS SUPPLIED BY SECONDARY WATER. SEE IRRIGATION DETAIL SHEETS FOR POINT OF CONNECTION DETAIL. ALL MATERIALS AND METHODS RELATING TO SUCH USE SHALL BE EMPLOYED, AND SHALL BE CONSIDERED PART OF THE PROJECT.
17. CONTRACTOR TO INSTALL DRIP FLUSH VALVES AT THE END OF ALL DRIP LINES, AND DRIP AIR RELIEF VALVES AT ALL HIGH POINTS IN THE DRIP SYSTEM.

IRRIGATION SCHEDULE

AREA	DATE	TIME	FLOW RATE (GPM)	PIPING SIZE (IN)	VALVE SIZE (IN)	NO. OF HEADS	HEAD TYPE	HEAD SPACING (FT)	HEAD HEIGHT (IN)	HEAD TYPE	HEAD SPACING (FT)	HEAD HEIGHT (IN)
AREA 1	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 2	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 3	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 4	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 5	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 6	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 7	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 8	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 9	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10
AREA 10	10/15/2024	06:00	100	1/2"	1/2"	10	1/2"	10	10	1/2"	10	10

OLKWOOD HORTIS
COTTAGES AT VALLEY STATION
IRRIGATION
SCHEDULES & NOTES

berg
LANDSCAPE ARCHITECTS

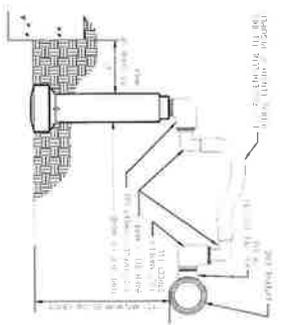
REGISTERED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA
NO. 12749
DATE: 10/15/2024
BY: [Signature]

THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BERG LANDSCAPE ARCHITECTS.

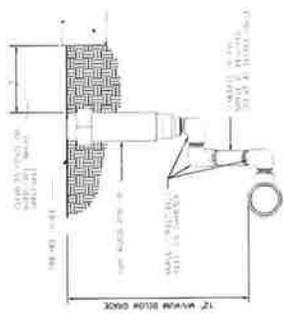
DATE: 10/15/2024
BY: [Signature]

THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BERG LANDSCAPE ARCHITECTS.

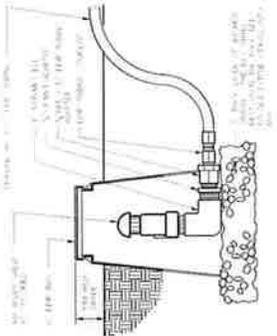
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BY: [Signature]



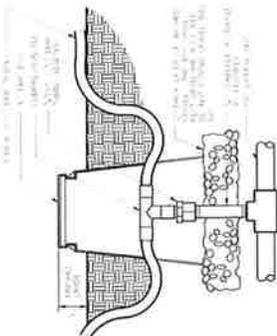
1 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0" 328413-13-22



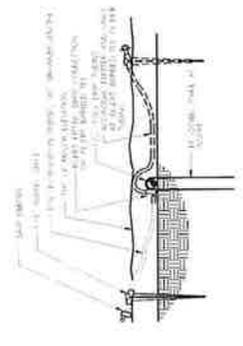
2 TURN ROTOR MARLEX ASSEMBLY
3" = 1'-0" 328413-16-21



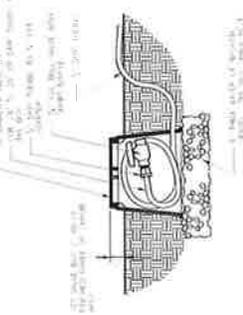
3 DRIP AIR RELIEF VALVE IN BOX
3" = 1'-0" 328413-13-03



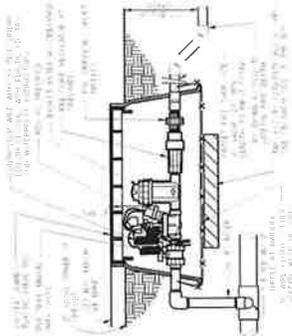
4 ZONE CONTROL
3" = 1'-0" 328413-16-23



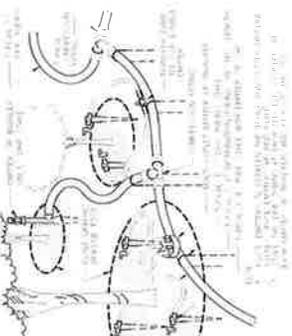
5 DRIP EMITTER AT 1/4" TUBING
5" = 1'-0" 328413-13-13



6 DRIP FLUSH VALVE
1 1/2" = 1'-0" 328413-19-02

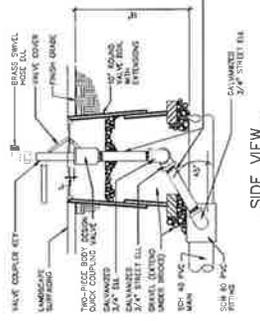


7 DRIP VALVE W/BASKET FILTER
1 1/2" = 1'-0" 328413-75-23

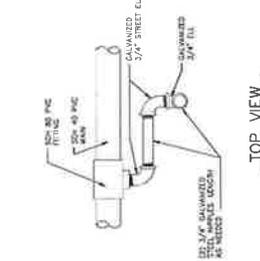


8 TYPICAL DRIP TUBING
1 1/2" = 1'-0" 328413-13-01

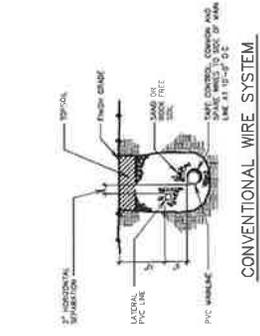
THIS DOCUMENT IS RELEASED
WITHOUT FURTHER CONSTRUCTION
REVISIONS. THE USER SHALL
VERIFY ALL DIMENSIONS AND
SPECIFICATIONS. SEE DRAWING
DATE: 10/02/2011



(A) QUICK COUPLING VALVE
NO SCALE



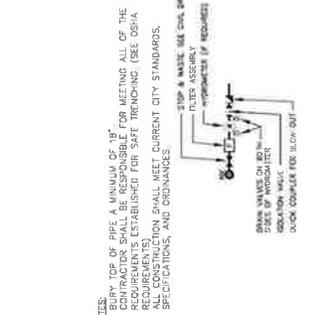
(B) TOP VIEW
NO SCALE



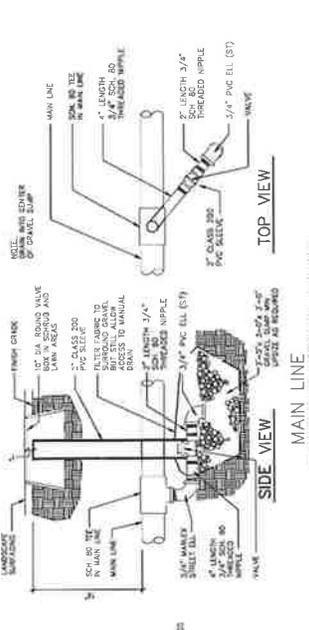
(C) TRENCH SECTION
NO SCALE



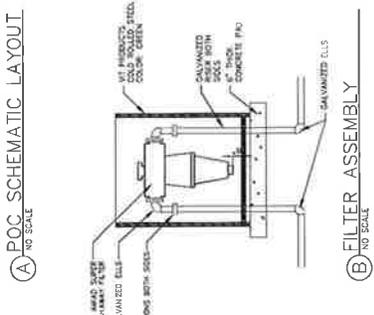
(D) FILTER ASSEMBLY
NO SCALE



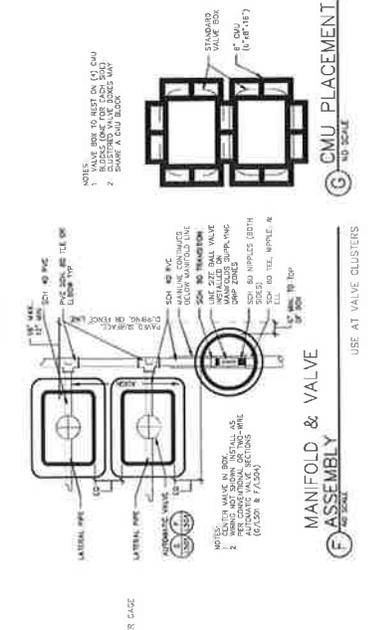
(E) MAIN LINE MANUAL DRAIN VALVE
NO SCALE



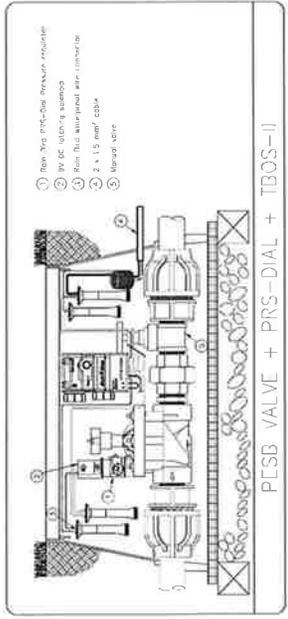
(F) TOP VIEW
NO SCALE



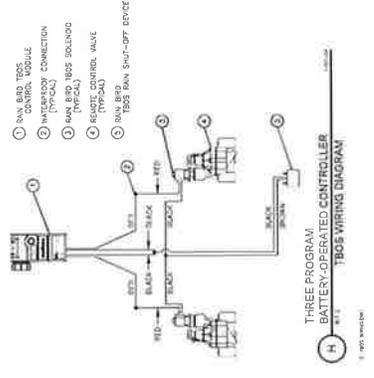
(G) MANIFOLD & VALVE ASSEMBLY
NO SCALE



(H) CMU PLACEMENT
NO SCALE



(I) POC SCHEMATIC LAYOUT
NO SCALE



(J) THREE PROGRAM BATTERY-OPERATED CONTROLLER TBOS WIRING DIAGRAM
NO SCALE

OAKWOOD HOMES
 COTTAGES AT VALLEY STATION
 IRRIGATION DETAILS
 berg
 BERG IRRIGATION
 1000 S. 1000 W. SALT LAKE CITY, UT 84119
 (801) 487-1000
 FAX: (801) 487-1001
 WWW.BERGIRRIGATION.COM
 DATE: 10/15/2019
 SHEET NO.: 162
 PROJECT: COTTAGES AT VALLEY STATION
 DRAWN BY: CDE

TAB 5

Heber City Council
Meeting date: May 1, 2014
Report by: Anthony L. Kohler

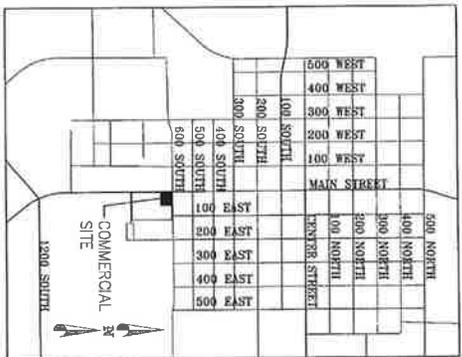
Re: **High School Subdivision**

The property is located in the C-2 Commercial Zone and is consistent with the Concept presented to the Council earlier this year. Development Pads would be built along Main Street and new public and private roads throughout the property. The School District agreed to align 100 East with existing 100 East and connect a public street to Main Street along their existing driveway. The current proposal is to plat one lot on the corner, and is considered a small subdivision by the code.

RECOMMENDATION

On April 10, 2014, the Planning Commission found the proposed subdivision consistent with the applicable codes, Chapter 18.28 C-2 Commercial Zone, and Chapter 17 Subdivisions, conditional upon the terms of the proposed development agreement.

OLD WASATCH HIGH SCHOOL REDEVELOPMENT LOT 1 FINAL APPLICATION



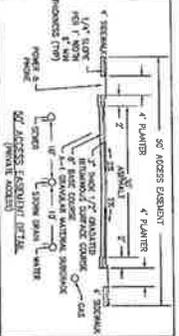
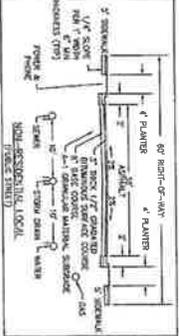
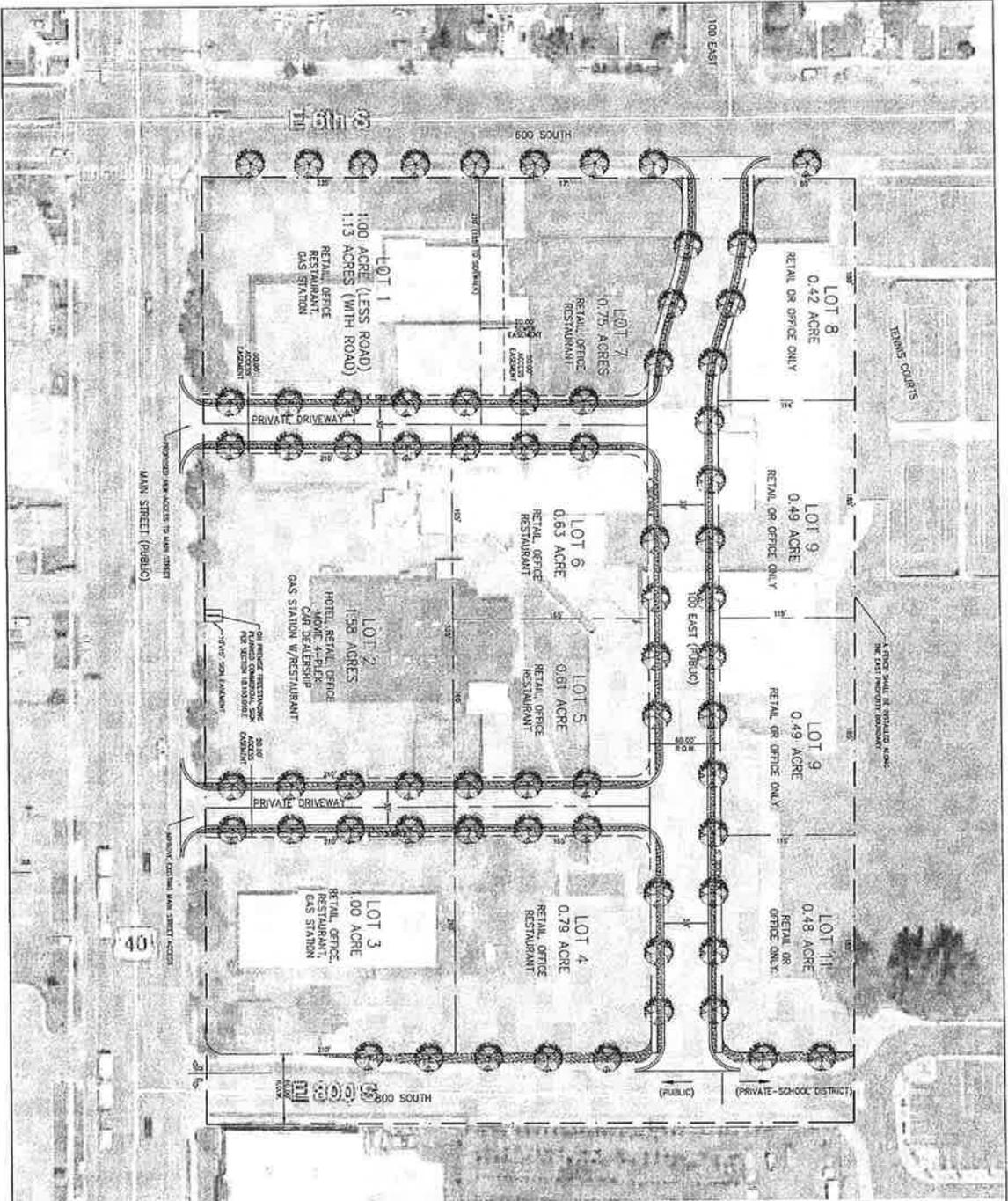
VICINITY MAP

SHEET INDEX

1. APPROVED MASTER PLAN
2. PHASE 1 PLAT
3. DEMOLITION PLAN
4. UTILITY PLAN
5. UTILITY DETAILS
6. STORM DRAIN DETAILS
7. ROAD PLAN & PROFILE
8. ROAD DETAILS

THIS DOCUMENT IS RELAYED
IN ACCORDANCE WITH THE
PROVISIONS OF THE
UTAH STATE AND LOCAL
LAW ENFORCEMENT
ACT, 1998, SECTION 10-2-101.

OLD WHS REDEVELOPMENT	
LOT 1	
COVER SHEET	
 BERG ENGINEERING ENGINEERING GROUP INC. 1000 SOUTH 1000 WEST SALT LAKE CITY, UT 84143 TEL: 313.400.8000 FAX: 313.400.8001	
DESIGNED BY: FOR: KRS	DATE: 11/14/2014
DRAWN BY: FOR: KRS	SCALE: 0



LOT	ACRES	USE
LOT 1	1.00	GAS STATION
LOT 2	1.58	HOTEL, RETAIL, OFFICE, CAR DEALERSHIP, GAS STATION
LOT 3	1.00	RETAIL, OFFICE, RESTAURANT, GAS STATION
LOT 4	0.79	RETAIL, OFFICE, RESTAURANT
LOT 5	0.61	RETAIL, OFFICE, RESTAURANT
LOT 6	0.63	RETAIL, OFFICE, RESTAURANT
LOT 7	0.75	RETAIL, OFFICE, RESTAURANT
LOT 8	0.42	RETAIL OR OFFICE ONLY
LOT 9	0.49	RETAIL OR OFFICE ONLY
LOT 10	0.49	RETAIL OR OFFICE ONLY
LOT 11	0.48	RETAIL OR OFFICE ONLY

1.00 ACRES COMMERCIAL C-2
1.00 ACRES

USE: COMMERCIAL C-2
1.00 ACRES

LOT 1: GAS STATION
LOT 2: HOTEL, RETAIL, OFFICE, CAR DEALERSHIP, GAS STATION
LOT 3: RETAIL, OFFICE, RESTAURANT, GAS STATION
LOT 4: RETAIL, OFFICE, RESTAURANT
LOT 5: RETAIL, OFFICE, RESTAURANT
LOT 6: RETAIL, OFFICE, RESTAURANT
LOT 7: RETAIL, OFFICE, RESTAURANT
LOT 8: RETAIL OR OFFICE ONLY
LOT 9: RETAIL OR OFFICE ONLY
LOT 10: RETAIL OR OFFICE ONLY
LOT 11: RETAIL OR OFFICE ONLY

OLD WIS
REDEVELOPMENT
COMMERCIAL CONCEPT PLAN
REVIEWED PER PLANNING COMMISSION

BERG ENGINEERING
REDEVELOPMENT GROUP INC.
1000 W. 11TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.BERGENGINEERING.COM

DESIGNED BY: [Name]
DRAWN BY: [Name]
DATE: [Date]

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
Old Wasatch High School (WHS) Redevelopment Lot 1

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between Heber City (the "City") and Wasatch County School District Board, of Utah, (the "Developer").

WHEREAS, the Developer has proposed a plat for a 1 lot subdivision, Old Wasatch High School Redevelopment Lot 1, in the C-2 Commercial Zone in Heber City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Improvements. Developer shall:

a. Replace:

- i.** sidewalk along Main Street to the current 5 foot standard width with the sidewalk edges located at the property line. Sidewalk shall be constructed at an elevation resulting in a slope within the planter strip not to exceed 2% as measured from the curb to the sidewalk;
- ii.** ADA corner at south east corner of 600 South and Main Street to current standards;
- iii.** any broken sidewalk and broken or settling curb along Main Street and 600 South;
- iv.** existing cobra head street lighting with two Heber City Historical Standard decorative acorn street lights;
- v.** all overhead power and utility lines along Lot 1 frontage with buried utility lines;

b. Remove:

- i.** concrete planter strip along Main Street for future landscaping;
- ii.** existing 600 South driveway closest to the Main Street intersection and associated hard surface;
- iii.** the eastern 600 South driveway if not needed for use by Lot 1;

c. Construct:

- i.** private roads with 5 foot wide sidewalk and planter strips to eastern property line of lot 1;
- ii.** new water and sewer laterals from city mains to Lot 1;
- iii.** a fire hydrant as per city standard;
- iv.** onsite storm water retention for lot and roads;

v. other required improvements as shown on the development plans;

2. **Common Area Maintenance.** Developer shall record with the Subdivision plat the appropriate devices to create and maintain a property owners association capable of collecting dues to maintain the private common areas within the subdivision, including the storm drains and private roads;
3. **Water Rights.** With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required diversion water rights necessary for development of this phase.
4. The final plat shall designate the address of Lot 1.
5. Developer shall obtain necessary UDOT approval for proposed driveway onto Main Street;
6. Infrastructure improvement costs shall be paid by, and be the sole responsibility of, the Developer, their assigns, transferees or successors as owners or developers except as outlined above.
7. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City to guarantee completion of the City's public improvements.
8. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City.
9. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon the City's approval of the improvements and acceptance of the subdivision as complete, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those areas shown on the recorded subdivision plats as dedicated to the public and begin issuing building permits. The City agrees to maintain such public improvements without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained herein shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the initial making of these public improvements.
10. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either

party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing approved by the Parties.

11. This Agreement shall be a covenant running with the land, and shall be binding upon the Parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

12. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either 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 prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

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 _____, 2014.

HEBER CITY:

By: _____
Alan McDonald, Mayor

ATTEST:

Heber City Recorder

Wasatch County School Board:

By: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2014, personally appeared before me the above named authorized representative of Developer, who duly acknowledged to me that Developer is the owner in fee of the land in Old WHS Redevelopment Lot 1 Subdivision and executed the same as such.

NOTARY PUBLIC

TAB 6

ORDINANCE NO. 2014-08

AN ORDINANCE AMENDING CHAPTER 10.16 OF THE HEBER CITY MUNICIPAL CODE, VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of Heber City, Utah, that Chapter 10.16 of the Heber City Municipal Code is amended as follows:

TITLE 10 VEHICLES AND TRAFFIC

10.16.010 Unlawful to Disobey Parking Regulations. Parking Provisions

~~A.~~ This Chapter shall be referred to as the Heber City Parking Code.

~~B.~~ The provisions of this Chapter prohibiting the standing or parking of a vehicle shall apply at all times, and on all public streets and public parking facilities within Heber City's corporate limits as now constituted or as subsequently amended by annexation or disconnection.

~~1.~~ Street is defined as every street, alley, roadway, right of way, or on-street parking space under the control and/or maintenance of the City, whether on public or private property, including all streets shown as public streets on the City Street Master Plan. The term Streets shall not include private driveways, parking lots, or private roadways.

~~C. A.~~ It is unlawful to disobey signs or markings placed by the City which prohibit parking or regulate the hours thereof. It is also unlawful to park in violation of curb markings designated by the City. Such curb markings shall have the following meanings:

- ~~1.~~ Red: No stopping, standing or parking at any time.
- ~~2.~~ Blue: ~~Handicapped zone.~~ Disabled parking.
- ~~3.~~ Green: Loading and unloading zone

~~D. B.~~ Where lines are painted on the roadway to indicate the angle at which a vehicle shall be parked, it is unlawful to park a vehicle except as indicated.

~~E. C.~~ It is unlawful to erect any signs or to mark publicly owned curbs in such a manner that prohibits parking or attempts to regulate the flow of traffic without prior City approval.

~~F. D.~~ Exemptions include, but are not limited to, emergency vehicles, government and City vehicles, while under an official capacity. (Ord. 2002-15, 2002; Ord. 175 §§1, 2, 1969)

10.16.011 Violations

~~Violations of this Chapter are infractions, punishable by a fine, fee or civil penalty. Fines and fees shall be consistent with the Utah Uniform Bail Schedule. In addition to enforcement by ticket, illegally parked vehicles are subject to immobilization, towing and/or impound.~~

10.16.012 City Assumes No Liability

~~The City does not guard, assume or accept liability for any vehicle, its occupants or its contents, nor does it assume responsibility for damage while parked either lawfully or unlawfully.~~

10.16.013 Regulation Not Exclusive

The parking regulations established by this Chapter are not all encompassing, and additional regulations may be established by posting permanent or seasonal signs stating the additional regulation imposed, or by police officers directing traffic during periods of heavy traffic volume or during periods of emergencies, or during special events.

10.16.014 Registered Owner Responsible

A. Whenever any vehicle is used in violation of the provisions in this Chapter, the registered owner of the vehicle shall be strictly liable for the violation and the fine or civil penalty imposed.

B. If a code enforcement official or peace officer witnesses a person stop or park a vehicle in violation of this Chapter, the official shall issue the parking violation notice to that operator in lieu of the registered owner.

10.16.015 Notice of Parking Violation Notice of Parking Violation means affixing such notice to the vehicle alleged to be in violation, or by delivery of such notice to the owner or driver thereof.

A. Every person who receives a Notice of Parking Violation must pay the civil penalty for that violation as set forth in this Chapter. If the owner or operator requests a hearing within 14 days, as provided in this Chapter, the penalty is not due until any hearing processes are complete, if there remains an obligation to pay the penalty.

B. Except as noted below, the civil penalties specified in this Chapter shall be subject to the following reductions:

1. Any penalty that is paid within fourteen (14) days from the date of issuance of the Notice of Violation shall be reduced by one hundred dollars (\$100);

2. Any penalty that is paid between fourteen (14) and thirty (30) days from the date of issuance of the Notice of Violation shall be reduced by fifty dollars (\$50).

C. Every filing for a Notice of Violation for which the appropriate fines imposed pursuant to this Chapter remains unsatisfied after sixty (60) days from the issuance of the Notice of Violation, or ten (10) days from such date as may have been agreed to by the Administrative Law Judge, shall be considered in default. The owner or operator will be subject to all fines and penalties, including court, constable and attorneys' fees. Nonappearance of an owner or operator will result in a default judgment.

D. The City may use all lawful means to collect and satisfy the default and/or judgment, including costs and reasonable attorney's fees.

10.16.016 Hearing and Appeal Procedures

A. The City Manager shall designate such Administrative Law Judge(s) as are deemed necessary to consider matters relating to stopping or parking violations.

B. The City Attorney's Office shall represent the City in any scheduled hearings before the Administrative Law Judge. The Administrative Law Judge shall schedule any hearings and be responsible for processing of monies and fines with and in cooperation with the City Treasurer.

C. Any person who has received a Notice of Violation on their vehicle, by mail, or in person, may appear before the City Treasurer to make payments, and to request hearings before the Administrative Law Judge.

a. A request for hearing must be in writing, and signed by the person named in the Notice of Violation. A request must clearly state that the person is requesting a hearing, and must identify the Notice of Violation..

D. At hearings before the Administrative Law Judge:

a. The burden to prove any defense shall be upon the person raising the defense.

b. If the Administrative Law Judge finds that no violation occurred, or that a violation occurred, but one or more of the defenses set forth in this Subsection is applicable, the Administrative Law Judge may dismiss the Notice of Violation and release the owner or person named in the notice from liability thereunder.

i. Defenses available under this Subsection are:

1. At the time of the observed violation, possession of the subject vehicle had been unlawfully acquired, by someone other than the registered owner, in violation of the criminal laws of the State;

2. Compliance with the subject ordinances would have presented an imminent and irreparable injury to persons or property.

c. If the Administrative Law Judge determines that a violation occurred and no applicable defense exists, the Administrative Law Judge may, in the interest of justice and on behalf of the City, enter into an agreement for the timely or periodic payment of the applicable penalty.

E. The following defenses are ~~NOT~~ reasonable, which specifically include but are not limited to:

a. I was running late.

b. I'll never do it again.

c. I was dropping off a paper, person or other item.

d. I didn't know the regulation.

e. I was only parked for a minute or two.

f. This is my first ticket.

g. I couldn't find a parking space[MS1].

F.E. All decisions-~~Decisions~~ by the Administrative Law Judge are ~~FINAL~~ and may not be appealed. may be appealed to the Justice Court in accordance with standard judicial practices.

10.16.017 Civil Penalties For Parking Offenses

-Civil penalties for violations of this Chapter are as follows:

A. For a parking in disabled parking violation: \$210.00

B. For a fire lane parking violation: \$210.00

C. For all other violations: \$125.00.

D. For all violations in default (60 days past due), the City shall impose a \$50 penalty to cover administrative costs.

10.16.020 Double Parking

It is unlawful for any person to park or leave standing upon any street, any vehicle, whether attended or unattended, along the side of any parked vehicle where such vehicle is parked parallel with the curb, except that an operator may stop temporarily provided he does not leave his/her vehicle, during the act of actually loading and unloading passengers or when necessary in obedience to traffic regulations or signals of a police officer.

10.16.025 Angle Parking

All streets designated by the Master Plan as local may have 45 degree parking where the distance from the back of the curb to the center of the right-of-way exceeds 29 feet. Local streets with curbing on only one side may have 45 degree angle parking on the curbed side provided the asphalt roadway extends 15 feet past the center of the right-of-way on the side opposite the side with curbing.

All streets designated by the Master Plan as collector may have 45 degree angle parking where the distance from the back of the curb to the center of the right-of-way exceeds 33 feet. Collector streets with curbing only on one side may have 45 degree angle parking on the curbed side provided the asphalt roadway extends 19 feet past the center of the right-of-way on the side opposite the side with curbing.

Parking stalls shall be striped by the City and shall be a minimum of 9 feet wide and stripes shall extend at least 15 feet measured perpendicular to the curb. Curbing adjacent to commercial properties may be modified to allow 45 degree angle parking on streets narrower than described above when approved by the Chief of Police and the design of said parking is permitted by the Planning Commission and modifications meet the specifications of the City Engineer.

10.16.030 Unlawful Types of Parking

In addition to types of stopping, standing or parking declared illegal in other sections of this chapter, it is illegal to park a motor vehicle under the following circumstances:

- A. No person shall park a vehicle on the public right-of-way for more than a consecutive seventy-two (72) hour period.
- B. No person shall park a vehicle on any street for the principal purpose of repairing or greasing a vehicle, except in emergency situations.
- C. No person shall leave or park a vehicle upon any portion of the street improvements between the back of the curb and the sidewalk.
- D. No person shall park a vehicle upon any street or roadway or public property or posted private property for the principal purpose of displaying such vehicle for sale or displaying advertising.
- E. Trailers weighing less than thirty-three thousand (33,000) pounds when en-route to City approved off-street parking. This exception does not apply to vehicles that carry corrosive, flammable or radioactive material.

The Board of Adjustments may grant approval for off-street parking. Before the Board of Adjustments may grant or approve any such off-street parking, it must be shown and at least three members of the Board of Adjustments must find that:

1. The use will not substantially affect the peace, safety or residential appearance of the immediate neighborhood;
2. Prohibition of the parking of trailers under this chapter must have created a substantial hardship upon the applicant or the potential user of such off-street parking and said hardship cannot be alleviated in some other reasonable and inexpensive and non-difficult manner;
3. Special circumstances exist and if not for the granting of the privilege, the individual driver connected with the trailer would be substantially inconvenienced; and
4. The parking area is not in the front yard of any lot.

The Board of Adjustments may also attach reasonable conditions or requirements to the grant of such approved off-street parking which the applicant or user must comply with as a condition of the grant or approval in order to preserve a safe and attractive residential environment. A time limit of not more than two years shall be attached to the exercise of any grant on approval, unless specifically extended by the action of the Board of Adjustment after applicant has requested such an extension, which application may not be made sooner than ninety days before the end of the time limit set. Extensions may not exceed two years, but additional extensions may be requested. All extensions require the above notice, hearing and findings.

Prior to any action granting of the privileged off-street parking, neighborhood home owners and occupants who might be affected by such action shall be notified of the hearing so that they have an opportunity to voice consent or protest. Notices shall be sent to at least those parties whose property border within three hundred feet of where the trailer would be parked.

F. Except when under the direction of a peace officer or authorized traffic controller.

10.16.040 Parking During Snow Cleanup Periods

A. No parking during snow removal hours. Beginning November 15th of each year and terminating April 1st, it is unlawful to park or leave parked any vehicle upon the City's paved portion of the street or within five feet thereof under the following circumstances:

1. When there is any amount of snow on the street;
2. When it is actually snowing or within twenty-four hours thereafter; or
3. The street has not been plowed since the snow fell.

B. Impounding vehicles. Any vehicle parked in violation of Subsection A of this Section may be impounded and no person shall recover any vehicle thus removed without first paying the cost of removal and the cost of storage.

~~C. — Evidence with respect to vehicle parked or left in violation of Subsection A.~~

~~In any prosecution with regard to a vehicle parked or left in a place or in a condition in violation of Subsection A of this Section, proof that the subject vehicle described in the complaint was parked or left in violation of Subsection A of this Section, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of Subsection A of this Section.~~

10.16.050 Obstructing Traffic

No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic.

10.16.060 Parallel Parking

All parking in public right-of-ways that are completed with curb and gutter and shoulder paving shall be parallel except as permitted elsewhere in this Chapter.

10.16.070 Prohibited On-Street Parking

No non-motorized vehicle, recreational vehicle, construction vehicle, off-highway vehicle, farm equipment, construction equipment, dumpster, un-mounted or unattached camper, boat, utility trailer, camper trailer, or any other type of trailer, or any inoperable vehicle, may be parked, placed, stored, abandoned, or otherwise left on any public street, alley, sidewalk, park strip, or right-of-way at any time.

10.16.080 Large Trucks in Residential Zones

Except as provided herein, it shall be unlawful to park on a public street in any residential zone in the City any vehicle or trailer having an overall length of twenty feet (20') or more or any combination of vehicles and trailers having an overall combined length of twenty feet (20') or more. This section shall not apply, however, under the following circumstances:

- A. When the vehicle is a school bus and is parked solely for the purpose of loading or unloading passengers.
- B. When the vehicle is being used to deliver or remove household furniture or accessories to or from a specific residence or building.
- C. When the vehicle is actively involved in permitted construction, landscaping, or other work on a specific residence or building.
- D. When the vehicle is a trailer being loaded or unloaded.
- E. When there is an emergency requiring the parking of a vehicle at a particular location.

10.16.090 Parking Vehicles on Vacant Lots

It is unlawful for the owner of a motor vehicle or trailer to park it or allow it to be parked on a vacant lot or parking lot owned by another person for the purpose of displaying it for sale, unless the owner or lessee of the property on which it is parked has a valid City business license to engage in the business of selling motor vehicles or trailers at that location. It shall also be unlawful for the owner or lessee of such property to allow another person to park a motor vehicle or trailer on the property for the purpose of displaying it for sale unless such owner or lessee has a valid City business license to engage in the business of selling motor vehicles or trailers at that location.

10.16.100 Requirements of Vehicle Parked in Public

Every vehicle while parked upon the public highways, streets, alleys or City-owned parking lots in the City of Heber shall:

- A. Be registered in the name of the owner thereof in accordance with State laws;

B. Display in the proper position two valid, unexpired license (registration) plates, one on the front and one on the back of the vehicle; and

C. When required, have current validation of registration attached to the rear plate and in a manner complying with the laws of the State of Utah, and such plate shall be free from defacement, mutilation, and sight obscuring matter so as to be plainly visible.

10.16.110 Fire Lanes

A. It is unlawful for any person to park or stop a vehicle on any designated fire lane, regardless of whether or not the driver of the vehicle remains with the vehicle. This section shall not apply to any public safety emergency vehicle being used on official business.

B. "Designated Fire Lane" shall mean any area in front of the entrance to a commercial or public building, which area has been marked with a red curb, or red writing on the pavement or signs posted which prohibit parking or designate the area a fire lane.

C. Any vehicle parked in violation of this section is hereby declared a hazard to public safety and may be removed at the direction of the owner of the real property or any public safety officer.

10.16.120 Disabled Parking Stalls

A. It is unlawful for any person to park or stop a vehicle in any designated disabled parking stall whether or not the driver of the vehicle remains with the vehicle except when a disabled parking permit is properly displayed.

B. Disabled Parking stall shall mean any parking stall that is marked with a white wheelchair symbol on a blue background posted on a sign mounted in front of the stall in compliance with MUTCD standards.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2014.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

RECORDER

Date of First Publishing:

Tab 7

ORDINANCE NO. 2014-09

AN ORDINANCE ADOPTING SECTION 5.05.175 OF THE HEBER CITY MUNICIPAL CODE, **Enforcement and Penalties.**

BE IT ORDAINED by the City Council of Heber City, Utah, that Section 5.05.175 of the Heber City Municipal Code, is adopted as follows:

5.05.175 Enforcement and Penalties

Subject to the discretion of the City, in addition to, or in place of any criminal action, sanctions or penalties provided for in Federal Law or Rules, The Utah State Code, or Chapter 5.05 of the Heber City Code, any person, entity or business violating any provision of this Chapter may be subject to civil process and a penalty, consistent with and including, but not limited to the City's administrative process for enforcement of civil remedies of its Municipal Code or the Utah State Code. Nothing in this Section shall prevent or preclude a charge for violation of any applicable Section of the Utah Code or other applicable law. Nothing in this Section shall prevent or preclude the City from seeking any and all Civil or Criminal enforcement for any violation of said Chapter 5.05.

Any civil penalty assessed for a violation of this said Chapter shall be consistent with the current Uniform Bail Schedule as set forth by the State of Utah and shall be payable to the Heber City Treasurer.

Hearings and appeals shall be consistent with the procedures set forth in 10.16.016. Decisions by the Administrative Law Judge may be appealed to the Justice Court in accordance with standard judicial practices.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2014.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____

Council Member Kelleen L. Potter

APPROVED:

Mayor Alan W. McDonald

ATTEST:

RECORDER

Date of First Publishing:

RESOLUTION NO. 2014-04

A RESOLUTION **AMENDING** THE HEBER CITY PERSONNEL POLICY: SECTION 1.3, PERSONNEL COMMITTEE; SECTION 13.13, VACATION; SECTION 13.14, SICK LEAVE; SECTION 13.25, RETIREMENT; SECTION 13.30, TIME OFF FOR ELECTION (VOTING).

BE IT RESOLVED by the City Council of Heber City, Utah, that the Personnel Policy of Heber City is amended as set forth in Appendix A.

This Resolution shall take effect and be in force from and after its adoption.

ADOPTED and PASSED by the City Council of Heber City, Utah, this ____ day of _____, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan W. McDonald

ATTEST:

City Recorder

Section 1.3 Personnel Committee

The Personnel Committee, consisting of two members of the legislative body appointed by the Mayor, the City Manager (as a non-voting member), four (4) classified employees and one (1) at-will employee (elected by the full time employees) shall serve as a review committee of the provisions of the Personnel Ordinance and the policies and procedures promulgated thereunder. The four classified employees shall consist of one representative from the Police and Animal Control Departments, one representative from the Public Works and Parks/Cemetery Departments, one representative from the Administrative, Justice Court, Planning, Building and Engineering Departments and one at-large employee. The department representatives shall be elected by persons only in the departments they represent. The at-large employee will be the highest vote getter that is not a department representative and is elected by all employees. The Committee shall make recommendations to the governing body concerning policies and benefits of all City employees. Amendments to these personnel policies may be adopted by the City Council upon recommendation from the Personnel Committee.

Any employee can propose an agenda item and related information to the personnel committee chair; and if the employee wants to present to the committee on that agenda item; they must gain the concurrence of at least one of the personnel committee members in order to participate in the presentation.

Section 13.13 Vacation

A. The purpose of vacation benefits is to allow each employee time away from the job for rest, recreation and pursuit of non-employment objectives. The time when vacations shall be taken will be determined by the department head after considering the needs of the service and the seniority and wishes of the employees.

B. Vacation credits for classified and full-time exempt service employees shall accrue as follows:

YEARS OF SERVICE	ACCRUAL RATE
Hire date - 5 years	.83 days per month (10 days) - 3.08 hrs. pay period
5 - 10 years	1.25 days per month (15 days) - 4.62 hrs. pay period
10 years and over	1.67 days per month (20 days) - 6.16 hrs. pay period

C. On the employee's anniversary date, a maximum of thirty (30) days, (240 hours), vacation may be accrued by a full-time classified or full-time exempt service employee. A maximum of one-half of the employee's yearly vacation may be accrued in any anniversary year.

D. Full-time classified employees will use accrued vacation hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued vacation hours in increments of one-half of a work day. A work day would be considered eight or ten hours, depending on the department.

ED. Vacation leaves in each department may be scheduled annually by the department head and shall be granted when it shall be convenient to the conducting of City and departmental operations. In the scheduling of such vacation leaves, department heads shall give due regard to seniority and the wishes and desires of employees. In no event shall vacation leave be denied any employee for longer than twelve (12) months from the date of his/her last vacation leave or the completion of his/her probationary period.

EF. Upon termination of employment, the employee shall be entitled to any accrued vacation leave.

EG. Upon death of an employee of the City, a lump sum payment for vacation time accrued to his/her credit will be made to the employee's beneficiaries or estate.

EH. Vacation benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of vacation time will not be allowed (only as mentioned upon the death or termination of an employee).

HI. Employees may donate up to 40 vacation hours to be used as sick leave to other employees in any given year if the other employee has exhausted his/her sick leave. Donations of vacation time will not be counted as hours used in determining the maximum accrual that can be carried forward in any anniversary year.

Section 13.14 Sick Leave

A. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall only be allowed upon approval of the supervisor in the case of necessity and actual sickness, to meet medical appointments, or sickness prevention. Sick leave with pay can only be granted (upon approval of the supervisor) in the case of a bona fide illness of an employee or a member of the employee's immediate family as defined in 1-13-20(B).

B. A full-time employee shall be entitled to one (1) working day for each month full-time service or major fraction thereof of actual service accumulated. There shall be no maximum limit on the amount of sick leave accrual.

C. Full-time classified employees will use accrued sick leave hours in increments of a quarter of an hour. Full-time exempt service employees will use accrued sick leave hours in increments of one-half of a work day. A work day would be considered eight or ten hours, depending on the department.

ED. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated on the same terms and conditions as are applied to other temporary disabilities.

DE. Evidence in the form of a physician's certificate or certificate of illness, executed by the employee and his/her supervisor, may be furnished as proof of adequacy of the reason of

the employee's absence during the time which sick leave was requested. Certificates may be requested by the department head, supervisor, or City Manager when there is an absence in excess of three (3) days or more or whenever there is a reason to believe sick leave privileges are being abused. No employee shall be entitled to sick leave while absent from duty because of disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

EF. A person claiming sick leave with pay and any supervisor approving the same, or if it is shown that the claim was made or approved by such claimant or supervisor knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to loss of sick leave benefits. Other disciplinary action will be determined by the City Manager.

FG. Employees may donate up to 40 sick hours in any given year to a citywide pool for use by other employees who have exhausted their sick leave. Donations of sick leave will not be counted against hours used for sick leave incentive. Employees may designate the person who the sick leave is given to provided they have exhausted their sick leave, or the City Manager will determine how available sick leave is allocated based on need and circumstance. Donations of sick leave cannot be made within 60 days of the voluntary termination of employment.

GH. Upon retirement or termination, accumulated sick leave will be paid at the current pay rate, for one quarter of the accumulated hours if the employee has been employed by Heber City for at least five (5) years. If the employee has been employed by Heber City for at least ten (10) years or more, 50% of the accumulated sick leave hours will be paid at the employee's current pay rate.

Section 13.25 Retirement

A. The City will pay 100% of the Public Employees Non-Contributing Retirement and 100% of the Public Safety Retirement contributions to the State Retirement System. In addition, the City may contribute additional monies to the Public Employees Non-Contributory 401(K).

B. There is no age requirement for retirement from the City. Employees can continue to work until such time as they are physically and/or mentally unable to perform their duties.

C. Full-time students are exempt from the City's retirement system.

D. Tier I and Tier II Public Employee Retirement Systems Retirement

Eligibility Requirements

Employees qualify for retirement and must be certified eligible if they meet **one** of the following:

- Their employment, contemplated to continue during a fiscal or calendar year, normally requires an average of 20 hours or more per week and they receive at least one of the benefits approved by the Utah Retirement Board.

- They are Tier 2 elected or appointed officials whose positions have been declared full time by their employers.
- They are in a probationary status and meet eligibility requirements.

Exceptions to Immediate Coverage

When the job is scheduled to be completed in six months or less, these temporary and seasonal employees (not probationary) are ineligible. If they are still employed by the beginning of the seventh month, and if they meet eligibility for retirement coverage, their status must be changed and contributions reported beginning the first period end date in the seventh month.

Eligibility Requirements for Appointed Officials

Tier 1 appointed officials who meet the minimum earnings requirement for retirement, and are not entitled to merit protection, may be certified as either eligible for, or exempt from, retirement coverage.

Appointed officials whose position is full time, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. All Tier 2 participants must make an election to participate in either the Tier 2 Hybrid Retirement System or the Tier 2 Defined Contribution (DC) Plan within the first 12 months of employment. For the first 12 months of employment, regardless of the employees' election, Heber City must report contributions into the Tier 2 Hybrid System. At the end of 12 months, URS will transfer funds for all employees who have chosen to participate in the Tier 2 DC Plan.

Eligibility Requirements for Elected Officials

Elected officials whose position is full time, as certified by the participating employer, and initially begin employment on or after July 1, 2011, participate in the Tier 2 Retirement System. (Elected officials are only eligible to participate in the Tier 2 Defined Contribution (DC) Plan.) Part-time elected officials may participate in the DC Plan only, as they are not eligible for other coverage.

E. Tier I and Tier II Public Safety Retirement Systems

Retirement Eligibility Requirements

Employees qualify for retirement in a public safety retirement system if their life or personal safety is at risk and their employment normally requires an average of 2,080 hours of regularly scheduled employment per year as a law enforcement officer according to Utah Code Ann. § 53-13-103.

Employees must have completed Peace Officer Standards and Training (POST). A POST certificate must be filed with the URS office for anyone certified eligible since January 1, 1984. An employee has one year from the date of hire to a public safety covered position to complete POST. If POST is not completed within one year, the employee's retirement account is transferred to either the Tier 1 or Tier 2 Public Employees Retirement System effective retroactive to the date of hire to the public safety position. Employees who separate from employment prior to obtaining a POST certificate may not be eligible to retain their service

credit in a public safety system.

Section 13.30 Time Off for Election (Voting)

In accordance with Utah State Code, any voter is allowed to be absent from service or employment for up to two (2) hours in order to vote on election day between the time the polls open and close. The City reserves the right to specify the hours during which employees may be absent and may not deduct from an employee's usual salary or wages because of the absence.

Time off to vote does not apply to an employee who has three (3) or more hours between the time polls open and close during which the employee is not employed on the job. Employees are encouraged to take advantage of early voting when and where possible in order to avoid conflicts with work schedules.

Tab 8

Tab 9

Tab 10

Tab 11

Department Reports

Tab 12

Heber City Police Department

Memorandum

To: Heber City Mayor, Council and Manager

From: Chief Dave Booth

Date: April 22, 2014

Re: Monthly Report - March 2014

HONOR GUARD- On March 1, 2014, the HCPD & WCSO Honor Guard conducted the flag ceremony for retired Chief Master Sergeant Eric Redd with the Utah Air National Guard. Sgt. Redd served our country for 23 years. We were honored to be present at his retirement.



CITIZEN AWARENESS- Officer Segura met with the, “Happy Homemakers Club” in Heber City to educate the group about telephone scams. Every year, thousands of people lose money to telephone scams — from a few dollars to their life savings. Scammers will say anything to cheat people out of money. Some seem very friendly — calling you by your first name, making small talk, and asking about your family. They may claim to work for a company you trust, or they may send mail, or place ads to convince you to call them.



Ryan Kramer
TOONHOLE.COM

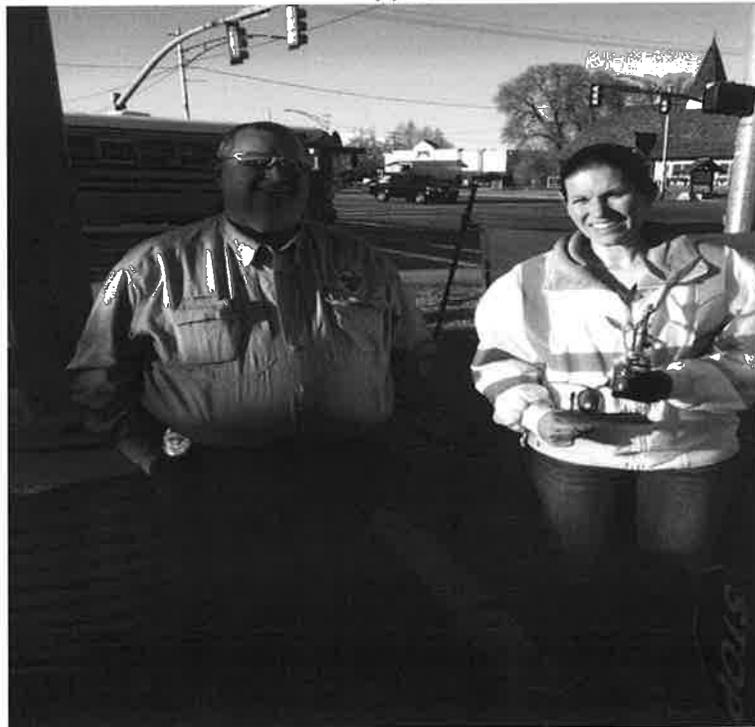
MISSING PERSON- The Heber City Police Department actively investigated a domestic child abduction which occurred March 8, 2014. The father of the child, Scott Aimar (age 31), took the child, 13 month old Coraline Aimar, out of the State of Utah without the consent or permission of the mother. In the early morning hours of March 8, 2014, Scott Aimar communicated by text message with Stephanie Hurst, explaining he was not going to bring the child home after his parenting time. The communication at that time between Scott Aimar and Stephanie Hurst was cut off. The investigation began when Stephanie Hurst contacted law enforcement on March 10, 2014. Scott Aimar has a history with law enforcement and The Division of Family Services and is known to be diagnosed with schizophrenia. Through the Fourth District Court in Wasatch County, Stephanie Hurst has petitioned for, and has been granted a Protective Order. This order restricts Scott Aimar from removing the child from the State of Utah and grants appropriate custody of the minor child to Stephanie Hurst. The investigation has led law enforcement to believe that Scott Aimar has fled the State of Utah with the minor child. The Heber City Police Department, in conjunction with the Federal Bureau of Investigations located the child in Durango, Colorado with her father. The child was found safe and unharmed. The child was taken into custody, returned to the State of Utah, and reunited with her mother.



VEHICLE BURGLARY- On March 14, 2014, Officers were dispatched to the area of Valley Hills Drive for a vehicle burglary in progress. Dispatch advised the suspect truck left the area east on Valley Drive. Officer DeMille responded to the area and observed a white truck that matched the description given by dispatch. Officer DeMille conducted a traffic stop and discovered it was the suspect truck. All three occupants were arrested and booked into Wasatch County Jail on felony charges. A detective was called out to assist with the case. A hold was placed on the truck in preparation for seizure. The property in the truck was documented and booked into evidence. After 50 separate felonies were identified the case was given to ATF.



EMPLOYEE- Heber City Crossing Guard Melissa Phelps has resigned. Melissa had been with the city for over six years. Melissa was a very dependable and loving person. Lt. Bradley presented her with a, "Lucky Bamboo Plant" and card of appreciation.



DOMESTIC- Lt. Bradley and Chief Booth responded to a complaint of domestic violence at Elmbridge Apartments #D115. The victim indicated that she had a fight with the suspect who choked her, broke her TV, and left in a grey Toyota RAV4. The victim and suspect's two small children were present for the fight. An apartment door and phone were also damaged in the fight. The suspect was located on SR32 by a Utah State Park Ranger. The suspect was arrested on charges of: Domestic Violence in the Presence of Children, Assault/Cohabitant Abuse, and Criminal Mischief/Cohabitant Abuse.

STARS & BARS BANQUET - This event was held on March 13, 2014, at the Heber City Police Department. Congratulations to Sergeant Jim Moore for being selected by our department as the, "Police Officer of the Year". Officers of his caliber; with his dedication, credentials, experience, praise, and respect are what it takes to make an effective, professional, respected, and productive police department. Thank you, Sergeant Jim Moore, and all Heber City Officers for your service to the city and citizens. There were other awards given to other officers during the awards ceremony. Special thanks to our City Mayor, City Council Members and City Manager for attending this great event.



EDUCATION- On March 18th and 19th Chief Dave Booth visited the ABC Discovery Pre-School to speak to children about what a police officer does each day to help those around him/her. Chief Booth said, “We want to teach the children that police officers are good and that children should not be afraid of them”. He reintroduced the dial 9-1-1 and spoke to them about safety and strangers.



ABSCONDED & BOMB THREAT- At about 11:15 a.m. on March 28, 2014, a supervisor of a Utah Department of Corrections inmate work crew called the Wasatch County Dispatch Center to say he could not locate an inmate-trustee who was supposed to be working at their job site in Heber City. The supervisor stated the inmate, identified as Larry Clifford Newman (DOB 11/17/78), may be depressed and suicidal and asked for officers to respond to assist in locating him. As officers arrived, they began disseminating information about Newman. A local citizen provided an important tip; she had just seen an individual matching the description at Walmart asking for a ride through Provo Canyon. Officers responded to Walmart and after searching the area, located Newman hiding in the restroom. As officers searched, they also found what appeared to be a metal pipe with electric wires attached; the device was located near the prisoner. Officers from Wasatch County Sheriff’s Office, Heber City Police Department and surrounding agencies evacuated Walmart as a precautionary measure. They also called the Utah County Bomb Squad, which arrived on-scene, secured the device, and destroyed it in a safe location without further incident. Heber City Police Chief Dave Booth, Department of Corrections Executive Director Rollin Cook and their respective agencies were instrumental in successfully resolving this issue.



AWARD- Congratulations to Officer Eric Mainord with the Heber City Police Department. He was awarded the, "State of Utah Officer of the Year Award" by the Utah Chiefs of Police Association. This event was held in St. George with Governor Gary Herbert, who presented the award. This award was for his act of bravery & courage when dealing with an armed suspect at the Smith's Food & Drug on New Year's Eve 2013.



Total Incident Reports- 704

Part one Crime:

➤ Criminal Homicides	0
➤ Forcible Rape	0
➤ Robbery	0
➤ Burglaries	0
➤ Theft	11
➤ Vehicle Theft	0
➤ Arson	0
➤ Aggravated Assault	0

Assorted Calls for Service:

➤ Agency Assist	13
➤ Alarms	26
➤ Assaults	4
➤ Child Abuse/Neglect	6
➤ Domestic Problems	10
➤ DUI Arrests	7
➤ Lockouts	53
➤ Parking Problems	6
➤ Traffic Accidents	19
➤ Warrant Arrests	20
➤ Traffic Violations	521
➤ 77 Arrests with 120 offenses	

HEBER CITY CORPORATION

STAFF REPORT

MEETING TYPE:	Regular Council Meeting	MEETING DATE:	May 1, 2014
SUBMITTED BY:	Bart L Mumford	FILE NO.:	00000
APPROVED BY:	Mark K. Anderson		
SUBJECT:	CITY ENGINEER MONTHLY REPORT - April 2014		

CIP AND OTHER CITY PROJECTS

Broadhead Tank Roof Repair: Percent Complete: 10%
Gerber Construction completed piping modifications. Roof replacement will begin in April. Booster pump VFD modifications were completed.

Daniels Road Reconstruction - UDOT: Percent Complete: 10%
Civco is finalizing construction drawings. Finalized right-of-way acquisition with 4 property owners. UDOT will advertise project in June.

Public Safety/Court Building: Percent Complete: 3%
GSBS continued schematic design. CIB loan was approved. City Council awarded CM/GC services contract to Hogan and Associates on 04/03/14. Council approved revised building site layout on east end of block and concept elevation drawing.

Road Crack Sealing 2013: Percent Complete: 20%
Bonnevillie is crack sealing roads Citywide. Work was halted for winter and will resume in May. Met to discuss peeling issues on some roads.

Subdivision Bond Work: Percent Complete: 5%
Council directed staff to call outstanding subdivision bonds at 2/17/11 Work meeting. Negotiated settlement with HOG subdivision developer to complete remaining improvements and waiting for payment. Working with Gateway 1 property owners on solution to complete the remaining improvements.

Valley Hills Tank Pipeline: Percent Complete: 1%
Horrocks is evaluating the cost effectiveness of installing the master planned Valley Hills Tank water line before beginning design.

CITY PROJECTS UNDER WARRANTY

▫ Sidewalk Improvements - 600 S (200E-270E)	Expires 07/25/14
▫ Water Main - SR113 & PRV:	Expires 08/27/14
▫ Muirfield Park Bridge/Trail:	Expires 08/23/14
▫ Road Improvements - 300 W. (100S to 1000S)	Expires 01/28/15
▫ Sidewalk Replacement - 100 W.	Expires 07/17/15
▫ Water Main Replacement - 300 W CDBG 12:	Expires 07/31/15
▫ Sewer and Water Improvements 2013:	Expires 12/03/15
▫ Main St. Pavers / Util - 200S to 200N:	Expires 12/03/15

*Warranty is extended until outstanding issues/punchlist items are resolved.
- Schedule warranty walk through 3 months prior to expiration date.
- Send Bond Claim letter 1 month prior to expiration date.

ENGINEERING MONTHLY PROJECT BUDGET vs CONTRACTS REPORT

April 2014

PROJECT NAME	CITY BUDGET		CONTRACTS		CHANGE ORDERS		TOTAL	Notes
	Approved	Amt	Approved	Amt	Approved	Amt		
Broadhead Tank Roof Repair 1. Horrocks Engineers 2. Horrocks Engineers 3. Gerber Construction - CO #1 - CO #3 - CO #4 - CO #5 Subtotal:	07/01/13	\$513,000	Prior Year AsNeeded 08/15/13	\$56,000.00 \$439,200.00	12/02/13 Pending Pending Pending	\$1,275.84 \$4,200.00 \$3,300.00 \$4,384.08 \$13,159.92	\$508,359.92	- Evaluation & Structural Report (\$8,000) - Design, CM, & Insp - Construction Contract - Second excavation hole needed - Coating Interior Fixtures - Sawcut Overhang - Fabricate New Overflow
Daniels Road Reconstruct / UDOT 1. Civco Engineers - Pre Engr - CO #1 - CO #2 - CO #3 2. Civco Engineers - Const Engr 3. UDOT - Deposit #1 - Deposit #2 Subtotal:	07/01/13	\$496,000	06/06/13	\$113,732.28	11/26/13 03/04/14 11/26/13	\$18,389.64 \$0.00 \$17,876.41	\$325,566.72	- Design Engr Contract w/UDOT - Additional potholing, 3 Additional right-of-ways - Design Time Extension - Add ROW, 4H & Royal Coach - Const Engr Contract w/UDOT - Deposit 1 for Proj Mgr, RofW Acquisition Services - Deposit 2 for Design & Award
Majestic Mtn - Bond Work 1. Horrocks Engineers 2. ACME Construction - CO #1 - CO #2 - CO #3 - CO #4 3. Blake Allen Fire Hydrant Relocate 4. Heber City 5. Heber City 6. Wheeler Park 7. Summit Engineering Subtotal:	09/30/12	\$262,784	AsNeeded 09/20/12	\$13,522.00 \$173,148.75	10/30/12 12/03/12 06/10/12 06/10/12	\$3,380.00 \$0.00 \$2,391.75 \$5,191.88	\$263,817.38	- Bid doc prep / Inspection - Construction Contract - Replace Curb box, ball valve, & washers - Extend schedule to complete by 5/1/13 - Sink hole repair/add trail sub-base material - Light Conduit/Wire Conn (1/2 Reimb) - Reimbursed for relocating misconstructed FH - Lots 23&24 Util Escrow - Temp CuiDeSac Escrow (\$12,790-), LotA ImpFees (\$6,787+) - 16" Water Reimbursement - Record Dwgs
Public Safety/Court Building 1. GSBS 2. Hogan Subtotal:	07/01/13	\$400,000	11/07/13 04/01/14	\$460,000.00 \$220,000.00 \$680,000.00		\$0.00	\$680,000.00	- Architect fee (\$31.5k+1%+3.4%+1.6%) est if \$7.2M Const - CM/GC fee (\$15k+2.5%+3.3%) est if \$6.6M Const
Road Crack Sealing 1. Bonneville 2. Horrocks Engineers Subtotal:	07/01/13	\$250,000	08/01/13 AsNeeded	\$162,100.00 \$25,000.00 \$187,100.00		\$0.00	\$187,100.00	- Design, CM, & Insp
Valley Hills Tank Pipeline 1. Horrocks Engineers Subtotal:	07/01/13	\$258,000	Pending	\$7,000.00 \$7,000.00		\$0.00	\$7,000.00	- Pipeline feasibility study

DEVELOPER CONSTRUCTION PROJECTS

RESIDENTIAL

Center Creek Estates Plat A (1200 S. 1200 E.): 32 lot subdivision approved 09/18/08. Extended plat approval expired 09/18/10.

Cottages at Valley Station Ph1 (300 W. 1100 S.): 8 lot subdivision approved 02/20/14. Plat recorded 03/21/14. Construction is 90% complete.

Davis Lot Split (485 S 100 E): 3 lot subdivision approved 07/19/07. Plat recorded 04/08/08. Construction is 0% complete. Council approved deed restricting curb, gutter, and sidewalk which recorded on 4/21/09.

Findarle Lot Split (131 S 200 W.): 2 lot subdivision approved 01/04/07. Construction is 20% complete. Need to install services and sidewalk.

Haack Subdivision (850 E. Center): 1 lot subdivision approved 11/21/13. Waiting for documents to record plat. Recordation on hold until sewer or Health Dept. approves septic tank or sewer is extended by Broadhead Estates 2.

Heber Homes 6 - Clyde Lot Split (494 E. Center): 2 lot subdivision approved May 2, 2013. Construction is 0% complete. Waiting for agreements to record plat.

Heber Homes 7 (211 S. 200 W.): 3 lot subdivision approved 07/18/13. Plat recorded 10/09/13.

Heber Meadows - Ph2 (2600 S. 1200 E.): 23 lot subdivision approved 10/04/07. Phase 2 construction was partially completed with Phase 1, however, revised plat for Phase 2 was never recorded and approval has expired.

King - Plat A (200 S. 550 E.): 2 lot subdivision approved 09/06/07. Plat recorded 12/19/07. Construction is 70% Complete. Council approved amended plat and construction drawing 10/15/09. Amended plat recorded 09/11/11. Currently working on improvements concurrent with new home.

King - Plat B (250 S. 500 E.): 2 lot subdivision approved 09/06/07. Plat recorded 05/08/08. Construction is complete for Lot 1. Lot 2 irrigation and water service need to be completed.

Meadows at Southfield (500 S. 1200 W.): 46 lot subdivision. New plat approved 10/01/09. Plat approval expired 10/01/10. Developers plat extension request has not yet been approved by Council. Council approved lot line adjustment on these parcels on 4/18/13. Construction is 0% complete.

Mill Road Estates 4 (Mill Road and 400 S.): 32 lot subdivision. Subdivision phasing was approved 08/21/08. Extended plat approval expired 08/21/10; was resubmitted, approved, and again expired 5/26/12. Construction is 0% complete.

Millers Small Subdivision (100 W. 400 N.) 2 lot subdivision approved 02/06/14. Waiting for agreements to record plat.

Mountain Meadows 2 (E. Airport Rd. 111 E.): 2 lot subdivision approved 10/18/07. Plat recorded 04/24/08. Construction is 0% complete. Coordinated with developer. Need to install irrigation, water and sewer services to 2nd lot.

Muir Lot Split (188 E. 500 S.): 2 lot subdivision approved 07/18/13. Waiting for agreements to record plat.

Noble Vista (770 S. 1200 E.): 23 lot subdivision. Plat recorded 11/13/07. Construction is 90% complete. Subdivision has been taken over by new owner. New bond will be requested prior to restarting. Mill Road improvements are 100% complete and started warranty on 10/06/09. Chris Goode received occupancy for home on Lot 23 after subdivision was granted partial acceptance. .

Ranch Landing Cottages Plat A (980 S. 500 E.): 18 lot subdivision. City council approved 03/06/14. Waiting for agreements to record plat.

Red Ledges - Ph1G (1820 E. Center): 3 lot subdivision approved 4/05/12. Plat was recorded 08/10/12. No additional public improvements were required for this subdivision and it will be closed out.

Red Ledges - Ph1H (Flat Top Mountain Drive): 5 lot subdivision approved 05/03/12. Plat was recorded 08/03/12. Construction is 0% complete. Work will begin Spring 2014.

Red Ledges - Ph1J (Flat Top Mountain Drive): 2 lot subdivision approved 06/21/12. Plat was recorded 08/10/12. Construction is 50% complete. Will finish Spring 2014 along with 1K.

Red Ledges - Ph1K (Explorer Peak Dr.): 12 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Lot 405 was amended and combined with 406. Inspection deposit is needed. Construction is 0% complete. Work will begin Spring 2014 with 1J.

Red Ledges - Ph1L (Copper Belt Dr.): 14 lot subdivision approved 01/17/13. Plat was recorded 03/15/13. Inspection deposit is needed. Construction is 0% complete. Work will begin Spring 2014.

Red Ledges - Ph1N (Explorer Peak Dr.): 9 lot subdivision approved 10/03/13. Plat recorded 10/15/13. Construction is 0% complete.

Red Ledges - Ph1P (Copper Belt Dr.): 26 lot subdivision approved 12/5/13. Plat recorded 3/3/14.

Red Ledges - Ph1Q (Red Knob Way): 22 lot subdivision approved 03/06/14. Waiting for agreements to record plat.

Red Ledges - Ph1R (Explorer Peak Dr.): 38 lot subdivision approved 1/2/14. Waiting for agreements to record plat.

Red Ledges - Ph2D (Red Ledges Blvd): 9 lot subdivision approved 10/5/13. Construction is 99% complete. Plat recorded 11/13.

Red Ledges - Ph2E (Juniper Hills): 8 lot subdivision approved 02/06/14. Plat recorded 03/13/14.

Red Ledges - Ph2G (Club Cabins Court) : 10 lot subdivision approved 04/17/14. Waiting for agreements to record plat.

Shermans Landing (650 S. 1200 W.): 35 lot subdivision approved 10/04/07. Council extended the plat recordation but it expired on 10/04/09. Developer is in the process of revising plans for new affordable housing ordinance and will then resubmit for approval of new plat. Council approved replacing the sewer pump station that would service this subdivision with a gravity sewer through Giles' property or the bypass if easement can be obtained. Canal irrigation line is complete. Subdivision plans will be modified to serve annexations to the North. Construction is 0% complete.

Stone Creek 1 (800 N. 1300 E.): 125 lot subdivision approved 12/06/07. Extended plat approval expired 12/06/09. Developer resubmitted project for new Phase 1 approval to Planning Comm. Construction is 2% complete.

Swift Creek 1 (820 E. 1040 S.): 4 lot subdivision approved 03/06/14. Waiting for subdivision agreement, water rights and reimbursement to record plat.

Swift Creek 2 (820 E. Old Mill Dr.): 12 lot subdivision approved 03/06/14. Waiting for agreements, water rights, and drawings to record plat.

Swift Creek 3 (960 E. Old Mill Dr.): 11 lot subdivision approved 03/06/14. Waiting for agreements, water rights, and drawings to record plat.

NON-RESIDENTIAL

Gateway 1 (1200 S. Main): 8 Lot Commercial subdivision. Construction is 90% complete. County will transfer easement for 16" waterline running through the subdivision once they are reimbursed for Highway 40 sidewalk. Need to complete storm water box. Wells Fargo has taken over 4 of the unsold lots. Surety denied City's claim. Continued working with Wells Fargo and other lot owners to see if we can jointly complete subdivision improvements.

High School (800 S. 500 E.): Construction is 100% complete on road, water, sewer, and storm water improvements surrounding new facility. Impact fees, water rights, and record drawings have been tentatively agreed to. Discussions continue on bringing closure to the canal grate cleaning. Impact fees are still outstanding on Heber Valley Elementary.

HOG Business Park (1600 S. Daniel Rd.): 4 lot commercial subdivision. Construction is 85% complete. Developer lost property, however, City has reached a settlement with Developer. Upon receiving settlement money City will finish remaining work.

Jazabra Commercial Garage (2126 S. Daniel Rd.): Commercial Lot improvement. Construction is 90% complete.

McDonald's Rebuild (610 S Main : Commercial rebuild. Construction is 30% complete.

Ranch Landing Plat B Assisted Living (500 E. 1200 S.): Commercial lot improvement approved 12/06/12. Construction is 50% complete. Road improvements will wait until spring.

Tractor Supply Company (400 E. 1200 S.): Commercial Lot improvement. Planning Commission approved 03/13/14. Construction is 0% complete.

Zions Bank (20 N. Main): Commercial building approved 09/13/12. Construction is 80% complete. Working on building improvements.

DEVELOPMENTS UNDER WARRANTY

▫ *Silver Ridge (500 E.309 S.) (Punchlist)	Expires 06/25/11
▫ *Red Ledges - Ph1B Cabins (2000 E. Ctr)	Expires 09/20/12
▫ *Red Ledges - Ph2 (2500 E. Ctr)	Expires 09/20/12
▫ *Miller (300 S. 100 W.)	Expires 06/02/13
▫ *Nordgran (94 N. 500 E.)	Expires 08/22/13
▫ *Elmbridge (705 N 100 W) (Slurry Seal)	Expires 09/20/13
▫ **Birmingham Commercial (100 S. 801 W.)	Expires 12/07/13
▫ Red Ledges - Ph1E (Abajo Peak Way)	Expires 05/30/14
▫ AutoZone (805 S. Main):	Expires 08/07/14
▫ Wasatch Orthodontics (493 S. Main)	Expires 09/05/14
▫ Red Ledges - Ph2B (607 N. Haystack Mtn Dr.)	Expires 11/02/14
▫ Millstream RV Park (2120 S Hwy 40 Offsite)	Expires 01/14/15
▫ Majestic Mountain (1040 S. 1200 E.)	Expires 07/29/15
▫ Millstream RV Park (2120 S Hwy 40 Onsite)	Expires 01/03/15
▫ Red Ledges - Ph2A (2400 E. Lake Creek Road)	Expires 12/24/15

*Warranty is extended until outstanding issues are resolved.

**Reduced warranty period to one year.

- Schedule warranty walk through 3 months prior to expiration date.

- Send Bond Claim letter 1 month prior to expiration date.

OTHER HIGHLIGHTS

Training: None

Department Challenges / Issues:

- Developing data and a replacement plan for existing facilities
- Preparing for MS4 rules and storm water management plan
- Assessing additional flood control needs
- Keeping up with development
- Being actively involved in Wasatch/Timp Irrigation matters
- Public Works FOG and Backflow programs
- Identifying discrepancies in water production/usage readings
- Identifying cause of sewer flow reductions at HVSSD
- Continuing progress on By-pass corridor preservation