

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

March 5, 2024

**4:00 p.m. Regular Meeting
AMENDED AGENDA**

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

- I. REGULAR MEETING - 4:00 pm**
 - 1. Call to Order (Heidi Franco, Mayor)
- II. ACTION ITEMS:**
 - 1. Discuss the Updates for the Heber Valley Corridor (Matt Brower, City Manager) - *60 min*
 - 2. Discuss Hangar Term Sheet / Approval of a New Master Lease or Amendment at Heber Airport for Aeronautical Activity (Curt Castagna , Aeroplex Group Partner) - *15 min*
 - 3. Discuss Animal Control MOU (Heidi Franco, Mayor, Parker Sever, Chief of Police) - *15 min*
 - 4. City Branding Update (Ryan Bunnell) - *25 min*
 - 5. Evans Property Acquisition (Russ Funk, City Engineer) - *5 min*
- III. ADJOURNMENT:**

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

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

Posted on 2/29/2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 3/5/2024
SUBJECT: Discuss the Updates for the Heber Valley Corridor
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Bypass 03-06-24 MB
2. 3.5.24 Conservation Easement MB



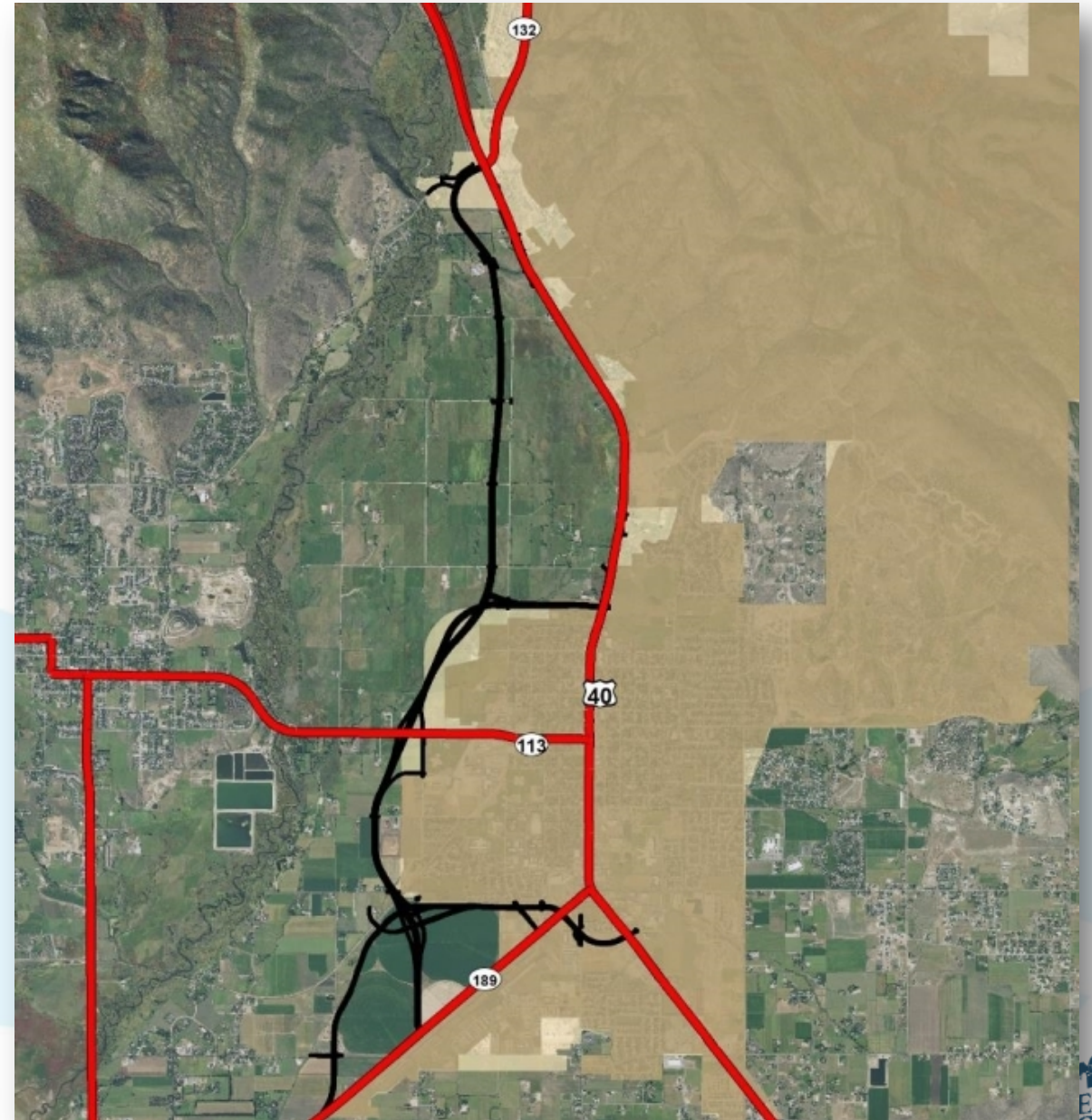
Future Bypass

March 6, 2024

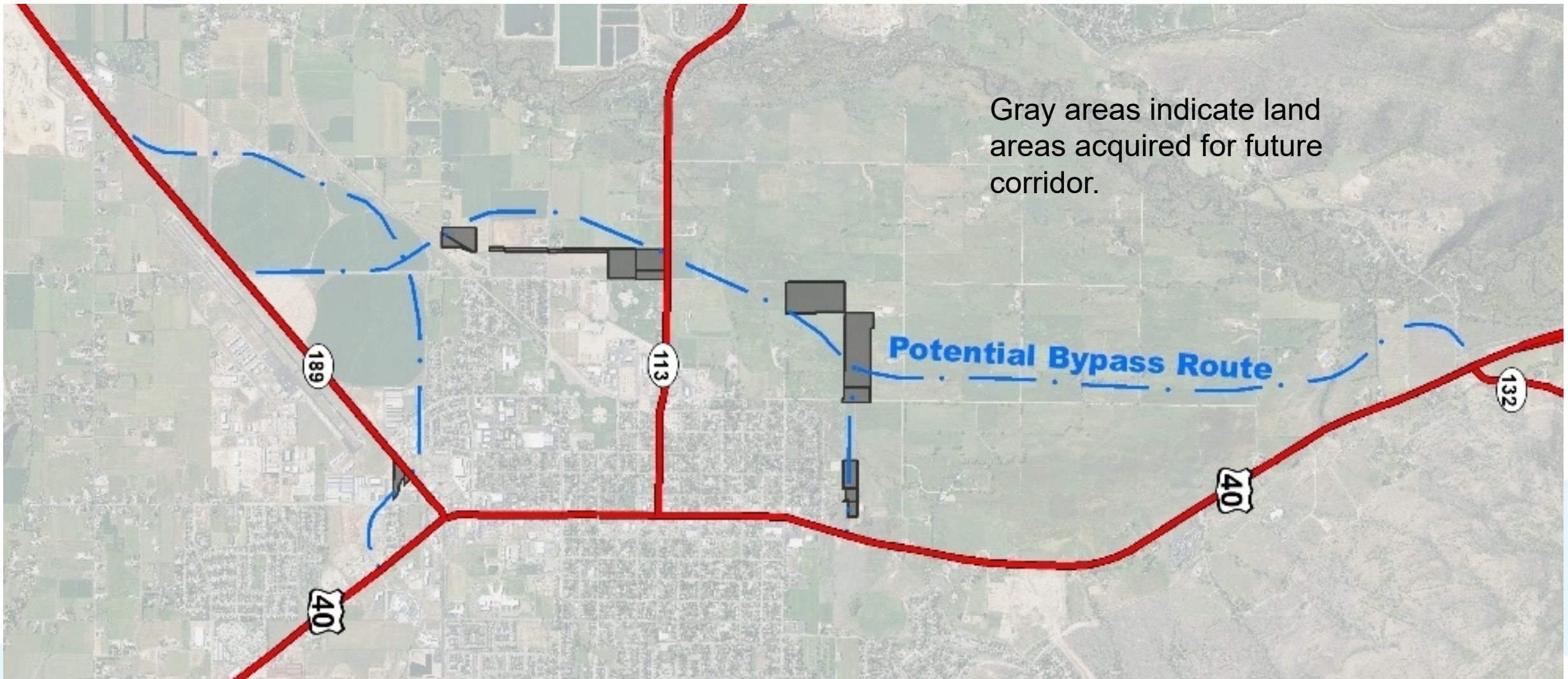
Future Bypass, North Fields and Future Growth

Objective(s) stated by Heber City Council:

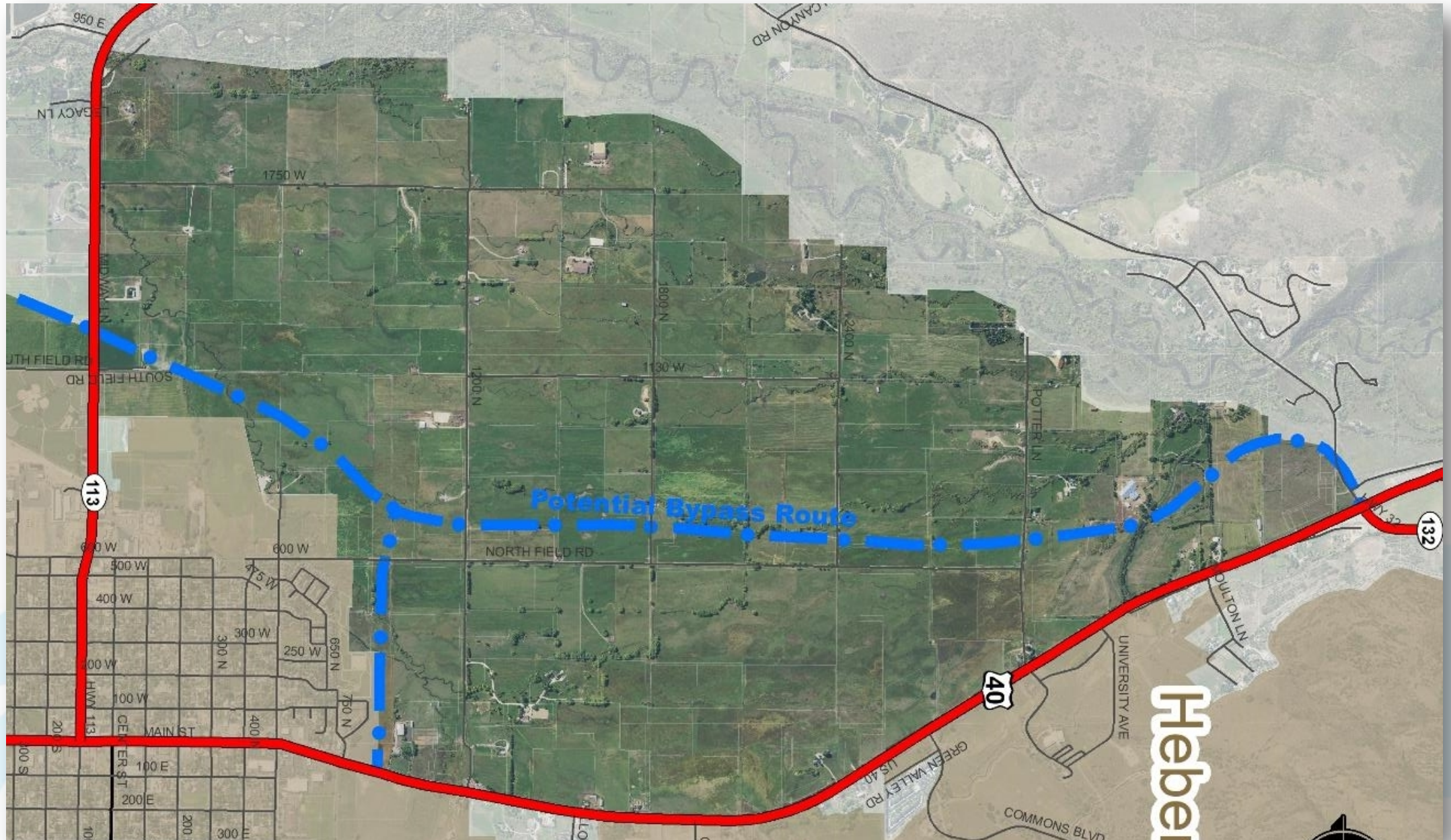
- Support UDOT EIS work dedicated to defining preferred alignment;
- Support protection of N. Fields, via conservation easements:
 - Heber City established Preservation Fee on North Village development to fund conservation easements in N. Fields west of Hwy 40;
- Define Urban Service Boundary relative to future bypass around City;
- Design corridor that is aesthetically pleasing--minimizing noise, visibility, and environmental impacts.



Bypass Acquisition



North Fields



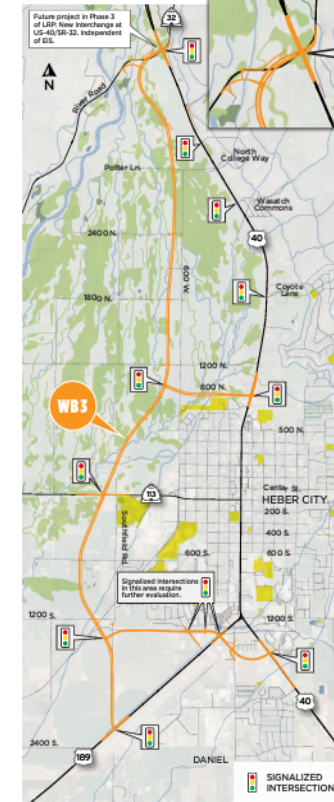
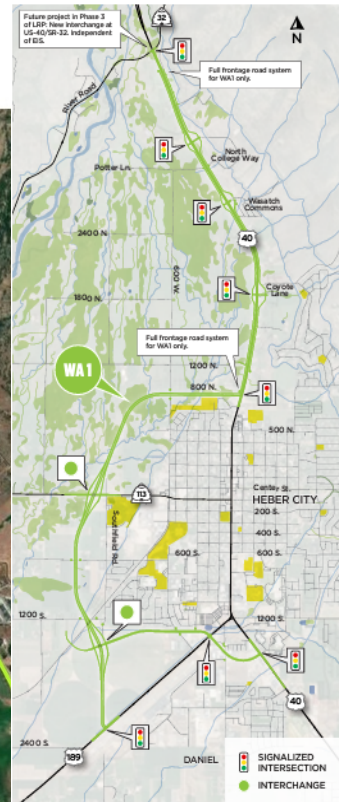
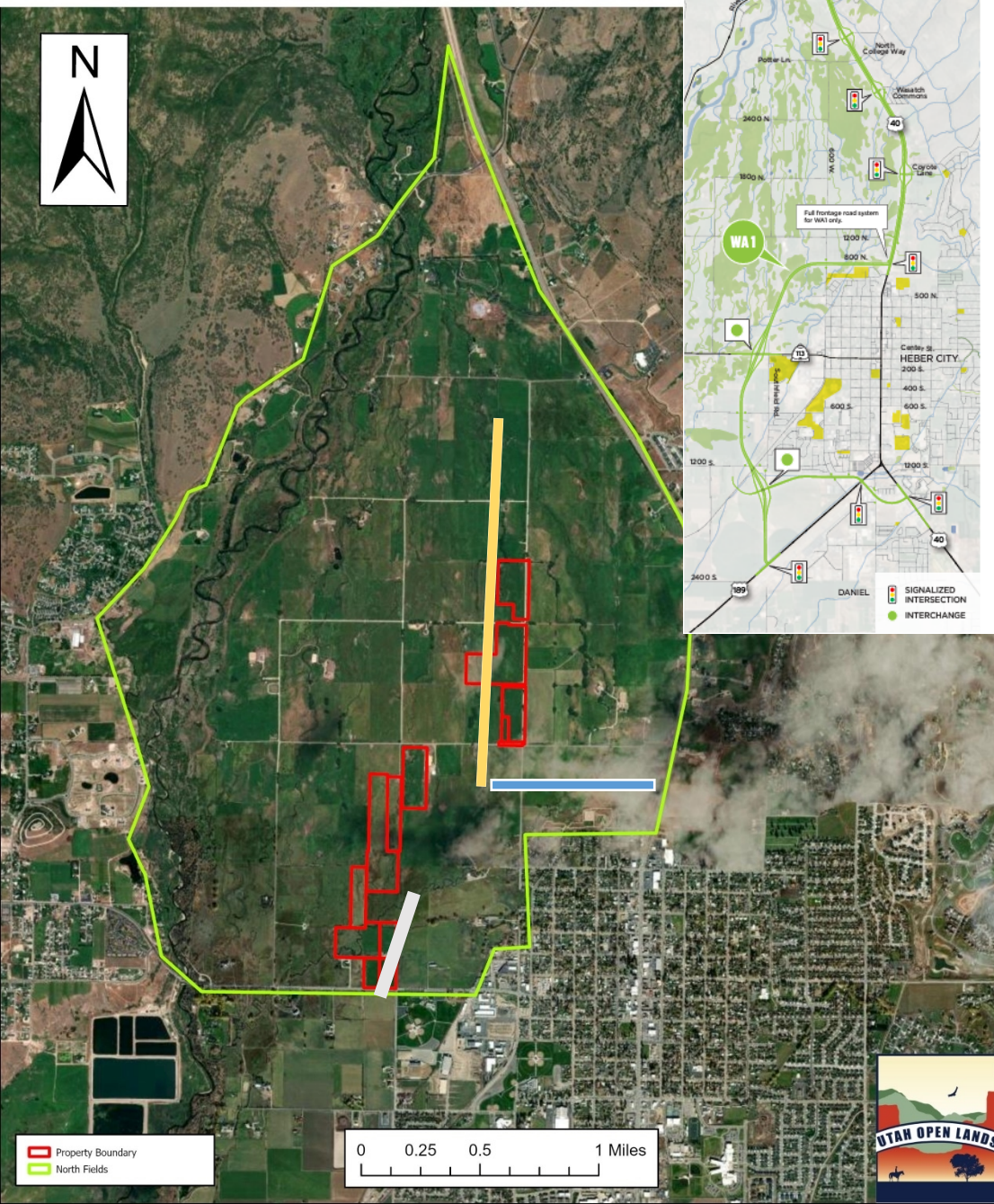
Highway Vicinity



South Fields & West Side of City



Gertsch



Page Details...

- * **Red Boxes** indicate proposed conservation easements by WOLB.
- * **Yellow line** generally illustrates the route for alternatives WB3, and WB4 as they transverse the N. Fields west of 600 W.
- * **White line** generally illustrates the route for all five (5) alternatives as they approach Midway Lane from the north: WA1, WB1, WB2, WB3, and WB4.
- * **Blue line** represents 900 N after crossing Hwy 40.



Heber City Council Staff Report

MEETING DATE: 3/5/2024
SUBJECT: Discuss Hangar Term Sheet / Approval of a New Master Lease or Amendment at Heber Airport for Aeronautical Activity
RESPONSIBLE: Curt Castagna
DEPARTMENT: Airport
STRATEGIC RELEVANCE: Community & Economic Development

SUMMARY

Jason Talley, on behalf of Edgewood Capital LLC, a master lease holder at the Airport, has requested authorization for a modification of an existing ground lease, to incorporate an adjacent contiguous vacant land parcel, to be consistent with the term of the existing lease in exchange for a minimum of \$600,000 in new capital investment.

RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute an amendment to the current master lease, or a new master lease for the total site area, upon approval by the City Attorney and consistent with the provisions of both the current lease terms and the attached Letter of Intent now signed by both Jason Talley and the City.

BACKGROUND

Edgewood Capital, LLC is a current master tenant at the Heber Airport with a parcel and hangar (#6B in the Horseshoe Hangar area). There are currently approximately 14 years remaining on the existing lease term, with unilateral options for Edgewood to extend an additional ten years, for a total effective term of 24 years, terminating in 2048. Edgewood desires to now add the Pad K area to its leasehold so to be able to construct and add additional hangar area to support his electric and light aircraft assembly, delivery, and non FBO related support services.

DISCUSSION

This request follows the Temporary Activity Permit approved by the City Council in October 2023. This lease amendment and project will be consistent with the recently adopted land use planning designations at Heber Airport and is consistent with other land use directives and the FAA Airport

Layout Plan (ALP). Jason Talley, on behalf of Edgewood Capital, will be required to secure planning and building department approval, and recognizes and agrees that it would comply with any reasonable future changes to the Airport Minimum Standards and new Heber Rates and Fees, when approved by the City.

FISCAL IMPACT

The deal will increase revenue to the Airport budget in the form of new land rent for the vacant parcel and surrounding grounds as part of new leased premises, as well as new sales and property tax revenue, create new diverse land uses for light general aviation, creating additional jobs, and protecting balanced diverse uses for the Airport. Also, Jason Talley, on behalf of Elemental Aviation Limited, has agreed to an annual fee of 1% of gross revenues (pursuant to the Airport Rates and Fees Program), in addition to land rent.

CONCLUSION

This deal exemplifies the opportunity presented to Heber with the passing of the Master Plan, to encourage new development, generate new revenues, and protect the airport with diverse uses.

ALTERNATIVES

1. Direct staff to further review the letter of intent terms.
2. Direct the tenant to submit additional information.
3. Deny the request to include the vacant parcel into the current leasehold premises.

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **Authorize the City Manager to execute a New Master Lease or Amendment for Aeronautical Activity** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **Authorize the City Manager to execute a New Master Lease or Amendment for Aeronautical Activity** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **Authorization of the City Manager to execute a New Master Lease or Amendment at Heber Airport for Aeronautical Activity** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the Authorization of the City Manager to execute a New Master Lease or Amendment at Heber Airport for Aeronautical Activity with the following findings.

ACCOUNTABILITY

Department: Airport
Staff member: Travis Biggs, Airport Director

EXHIBITS

1. Term Sheet for Hangar 6B
2. 2023-09-27 - Staff Report re Talley Permit (2021670.1) rb
3. Jason Talley Parcel Map 2

Term Sheet

Heber Hangar 6B

The following represents proposed terms for the combination and expansion of Hangar 6B, currently on a ground lease for

Parties:	Edgewood Capital, LLC ("Lessee") and the Heber City Corporation
Premises	Horseshoe Hangar 6B and Pad K on ALP. Survey of leasehold boundaries to be completed by the City and cost thereof reimbursed by Lessee.
Minimum Investment:	Investment of a minimum of \$600,000, exclusive of moveable equipment and professional services, to expand Hangar 6B with a project design to be submitted in advance to the City for its consent and planning and permit approvals. Investment to be made within 24 months of the effective date of amendment. Lessee must certify costs and provide documents to the City's satisfaction demonstrating the investment costs.
Project Plans:	Subject to the review and approval by the City, to be in conformance with the City's planning process, and approved by the City's planning and building department approval process.
Term: term.	Merger of current remaining lease term into new lease to total 25 years
Base Rent:	Rents to be adjusted to current market rates as provided by the airport's rates and fees process. Rent to adjust annually by the Mountain Plains CPI Index (or alternative as selected by the City), and the base rent is to be adjusted to comparable market each 5 years during the term.
Taxes:	Real Property Taxes and Assessments: Master Lessee shall be responsible for 100% of the real property taxes and assessments for the Premises.
Utilities:	Lessee shall be responsible for 100% of the utilities for the Premises
Use:	Aircraft distributor with re-assembly and maintenance capabilities of light sport aircraft. Electric aircraft maintenance and research and development of electric propulsions systems, advanced avionics research and development, and educational opportunities for local schools. Any non-aeronautical uses on the Premises shall require express written approval from the City, and Base Rent will be proportionately adjusted to fair market value as determined by appraisal.
Parking:	All aircraft and vehicles to be parked inside the leasehold boundaries in a manner that does not interfere with vehicle or aircraft movement outside of the leasehold boundaries. Lessee to grant right of transit for vehicles

and aircraft over Premises to the extent required for ingress or egress to other airport areas.

Insurance: Updated and standard insurance language for the Permitted Uses of the Premises.

Maintenance: Lessee shall be 100% responsible for the maintenance of the Premises.

Compliance: The lease will comply with the current minimum standards required for the uses set above, with the full understanding that the minimum standards are under review and the Lessee will be subject to and comply with any revised minimum standards throughout the term of the lease.

Project costs: All project hard and soft costs will be borne by Edgewood Capital, LLC.

Validity: This term sheet is an outline of the major lease provisions only and is not a binding legal agreement to lease. Neither City or Lessee will have any legal obligation or liability whatsoever unless and until a definitive Ground Lease is executed by both parties.

City Council Approval: The Master Lease is subject to City Council approval. Upon such approval and agreement on all lease terms and conditions, Master Lessee shall execute the Master Lease and return the document to the Airport or City for full execution.

Tenant/Lessee

By: _____

Name: Jason Talley, Manager

Agreed and Accepted this 30th of January 2024:

City/Lessor

By: _____

Name: _____

Agreed and Accepted this 12 of February, 2024:

City Council Staff Report



MEETING DATE: October 3, 2023
SUBJECT: Approval of Temporary Commercial Aeronautical Activity Permit
RESPONSIBLE: Matt Brower, City Manager
Travis Biggs, Airport Manager
DEPARTMENT: Airport
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

Jason Talley, on behalf of Elemental Aviation Limited Company, has requested authorization to conduct limited commercial aeronautical activities from Horseshoe Hangar 6B on a temporary basis. The proposed activities do not clearly align with any existing category of aeronautical services provider described in the Minimum Standards. The application requests temporary authorization to conduct the activities, and the applicant has agreed to come into compliance with revised Minimum Standards once adopted by the City.

RECOMMENDATION

City staff recommends the City Council authorize the temporary commercial aeronautical activities and direct staff to develop appropriate Minimum Standards to govern the proposed commercial aeronautical activities going forward.

BACKGROUND:

Jason Talley ("Applicant"), on behalf of Elemental Aviation Limited Company, has requested authorization to conduct limited commercial aeronautical activities from Horseshoe Hangar 6B on a temporary basis. Specifically, Applicant desires to take delivery of aircraft manufactured by Pipistrel Aircraft, a subsidiary of Textron, obtain airworthiness certification, and, where applicable, deliver such aircraft to local customers. The activities would not involve commercial aircraft sales to the general public or warranty work.

While there is no category of aeronautical services provider described in the Minimum Standards that clearly aligns with the proposed activities, the Applicant has demonstrated its ability to comply with most standards specified for a Specialized Commercial Aeronautical Operator. Notably, the Applicant does not have customer and administrative facilities that are "curbside accessible." However, the Applicant will not offer services to the general public.

The City has previously recognized the need to revise and update the Airport Minimum Standards and intends to commence a public, transparent process to revise the Airport Minimum Standards in the coming months. In the interim, the Applicant has requested temporary authorization to conduct the proposed commercial aeronautical activities, and has agreed to comply with revised Minimum Standards more specifically governing the proposed commercial aeronautical activities once adopted.

Section 15.4.2 of the Minimum Standards authorizes the Airport Manager to issue a temporary or special use permit (a duration not to exceed one year) allowing an entity to engage in specific, limited commercial activities. The proposed permit is valid for 9 months.

Through Resolution 2019-09, the City Council suspended consideration of any application to engage in new commercial activities, subject to the City Council's ability to consider any undue hardship arising from the suspension. City staff believes it is appropriate to authorize the proposed activities notwithstanding Resolution 2019-09 because the proposed activities will not require any additional improvements (and therefore cannot interfere with the FAA's pending approval of the Master Plan and Airport Layout Plan), and the Applicant has agreed to come into full compliance with Minimum Standards more specifically governing the proposed commercial aeronautical activities once adopted (or terminate the activities). City staff also expects the ALP to be approved by the FAA within the next few weeks, and intends to seek appropriate modifications to Resolution 2019-09 thereafter.

FISCAL IMPACT

Pursuant to the Heber City Consolidated Fee Schedule, applicant will pay an annual fee of one percent (1%) of annual gross revenues, payable on March 1 and within 60 days of expiration.

CONCLUSIONS

Authorize the Airport Manager to issue a temporary commercial aeronautical activity permit.

ALTERNATIVES

1. Direct staff to further revise the Temporary Commercial Aeronautical Activity Permit.
2. Direct Applicant to submit additional information.
3. Deny the application.

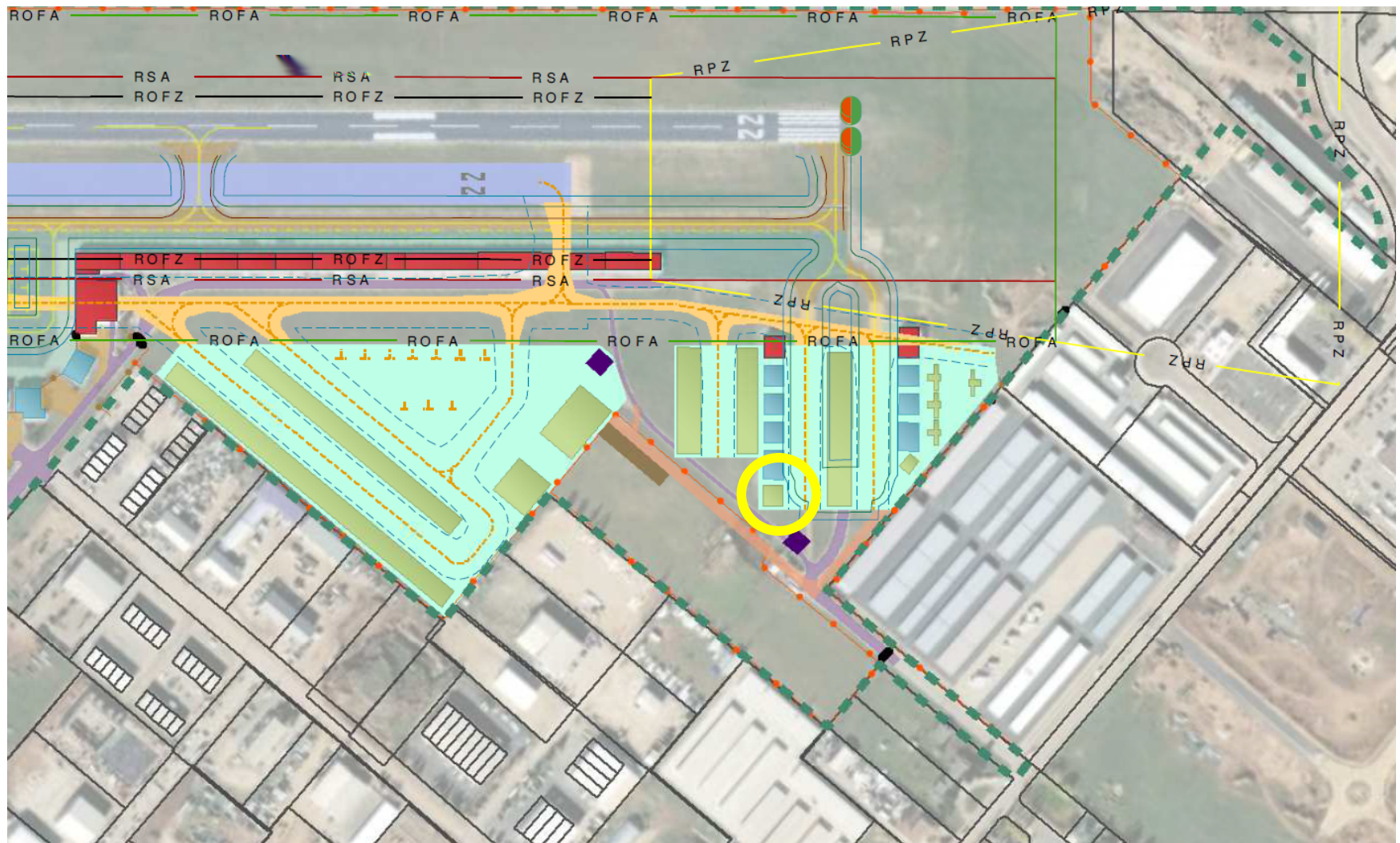
POTENTIAL MOTIONS

Authorize the Airport Manager to issue a temporary commercial aeronautical activity permit to the application, and direct staff to develop appropriate Minimum Standards to govern the

proposed commercial aeronautical activities going forward.

EXHIBITS

- A) Letter from Jason Talley
- B) Application
- C) Resolution 2019-09
- D) Draft Temporary Commercial Activity Permit





Heber City Council Staff Report

MEETING DATE: 3/5/2024
SUBJECT: Discuss Animal Control MOU
RESPONSIBLE: Heidi Franco, Parker Sever
DEPARTMENT: Animal Control
STRATEGIC RELEVANCE: Budget
Interlocal Agreement

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

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

EXHIBITS

1. Animal Services NEW MOU DRAFT - Feb 2024 PS
2. Budget Proposal FY 2024-25 - Animal Services PS
3. Heber Valley Animal Services - New MOU and Budget - Feb 2024 PS 3
4. Interlocal Meeting Presentation_2023-8_Policy Discussion regarding Animal Control Services PS 2

**Interlocal Cooperative Agreement for the
Operation of the Heber Valley Animal Control Services Department**

THIS INTERLOCAL COOPERATIVE AGREEMENT, is made and entered into this _____ day of _____, 2023, pursuant to the XXXXXX, by and between Heber City, hereinafter referred to as "Heber", Unincorporated Area of Wasatch County, hereinafter referred to as "Wasatch", the City of Midway, hereinafter referred to as "Midway", the Township of Interlaken, hereinafter referred to as "Interlaken", and the Township of Hideout, hereinafter referred to as "Hideout". Collectively, these agencies will be referred to as "Cities" or "Participating Jurisdictions."

WHEREAS, the Cities are, in pursuant to XXXX, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities, and;

WHEREAS, the Cities, by their respective Legislative Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Cities; and

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

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

1. PURPOSE.

- a) To maintain the Heber Valley Animal Control (HVACHVAS) Department created by interlocal Cooperative Agreement to provide for animal control services among the Participating Jurisdictions and potential service subscribers.
- b) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current HVACHVAS.
- c) To provide for a Management Committee to determine the best manner in which to provide animal control services, including contracting with independent contractor(s) or a member entity for the provisions of some or all of the animal control services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner.
- d) To select and empower Heber to serve as the Operating Jurisdiction for the day to day management of animal control services, including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.
- e) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.
- f) To achieve equitable cost sharing for each of the Cities for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying the

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

- g) To preserve to each of the Cities the ability to establish and enforce its own individual standards, regulations, and fees for animal control.
- h) To provide for efficient and effective animal control services for the residents of the Cities.

2. DEFINITIONS.

For the purpose of this Agreement, the following Definitions shall apply:

- a) "Animals" shall mean for the purpose of this document and the services provided by HVAS domesticated or livestock only.
- b) "Cities" or Participating Jurisdictions shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout. And any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a participating Jurisdiction as provided in Section 4.
- b) c) "Operating Costs" shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs.
- e) d) "Management Committee" shall mean ~~XXXX~~ a committee made up of representatives from Participating Jurisdictions who are responsible for providing policy related direction to Heber Valley Animal Services.
- e) e) "Non-Participating Jurisdictions" shall mean an agency/entity that is being provided animal related services at costs by contract, but is not considered as a Participating Jurisdiction. ~~XXX~~
- e) f) "Operating Jurisdiction" shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, The initial Operating Jurisdiction shall be Heber City.
- f) g) "Service Contractor" shall mean a Participating Jurisdiction or a qualified third-party independent contractor hired by the Operating Jurisdiction to provide a portion or all of the day-to-day animal control services outlined in this Agreement.
- g) h) "Service Fees" shall mean the fees charged to Participating Jurisdictions and Subscribers by the Operating Jurisdiction for the services outlined within this Agreement.
- h) i) "Subscriber" shall mean any municipal jurisdiction or other entity other than a Participation Jurisdiction, which by contract, received some or all ~~HVACHVAS~~ services.

3. TERMS AND AGREEMENT AND TERMINATION

- a) This agreement shall become effective on _____.
- b) This agreement will be automatically renewed in five-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.

- c) Participating Jurisdictions who wish to withdraw from this agreement at the end of the five-year increment must provide in writing to the Operating Jurisdiction and the Management Committee with at least 12 months' notice.
- d) Participating Jurisdictions who wish to withdraw from this agreement prior to the end of the five-year increment must provide the Operating Jurisdiction and Management Committee in writing at least 24 months' notice prior to the date of withdrawal.

4. ADMINISTRATION

Administration of the HVACHVAS shall be conducted in the following manner:

a) Management Committee.

The Management Committee shall be responsible for establishing policy related direction regarding the services provided by HVACHVAS within the total combined jurisdictional territory of the Cities and any subscriber's jurisdictional territory.

- i. Other duties associated with the Management committee include, but is not limited to:

- 1. Approving the annual budget and all associated Services Fees to be charged to each Participating Jurisdiction and Subscribers:
- 2. Communicating back to the Participating Jurisdictions/Subscribers summaries and reports of the activities associated with HVAS
- 3. Provide a venue for dispute resolution among HVAS participants.

- ii. The HVAS Management Committee shall initially consist of 5 voting members.

- 1. Two (2) members shall be appointed by Heber
- 2. Two (2) members shall be appointed by Wasatch
- 3. One (1) member shall be appointed by Midway
- 4. ~~One (1) member shall be appointed by interlocal agreement between Interlaken and Hideout.~~

iii. The HVAS Management Committee shall also initially consist of 1 alternative voting member appointed by interlocal agreement between Interlaken and Hideout who will have voting authority when there are fewer than 5 voting members present.

~~iii.~~ One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Committee.

~~iv.~~

v-iv. Participating Jurisdictions may appoint and send up to 2 additional non-voting Management Committee Members as deemed useful/necessary to provide input and support.

vi-v. Subscribers may send up to 1 individual to sit in and listen to Management Committee meetings; but must be invited by the Chair to participate and do not have any voting privileges.

vii-vi. As determined necessary as determined by unanimous written consent of the Committee, additional voting members may be appointed.

viii.vii. The Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Interlocal Cooperative Agreement.

b) Operating Jurisdiction

i. Appointment.

Heber City shall be designated as the Operating Jurisdiction for the HVA~~SC~~ unless otherwise designated by unanimous written consent of the Management Committee and written approval by both the incoming and outgoing Operating Jurisdictions' Legislative Body.

ii. Scope of Services for Operating Jurisdiction.

The O~~e~~perating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVA~~SC~~, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.
2. Management of all contracts with any service contractors or other entities for services performed within ~~HVACHVAS~~.
3. Implementation of policies approved by the Management Committee
4. Creation of quarterly performance reports that are made easily available to the public and provided to the Management Committee regarding the operations of HVA~~SC~~.
5. Establishing and managing an annual operating budget and related service fees to be reviewed and adopted by the Management Committee.
6. Managing the funds received by Participating Jurisdictions and ensuring that those funds are utilized solely for the services provided by the ~~HVACHVAS~~ and are utilized in accordance with state and federal laws and commonly accepted best practices.
7. Maintain records on ~~HVACHVAS~~-owned equipment and inventory, including vehicle maintenance and replacement accounting.
8. Scheduling quarterly Management Committee meetings.
9. Following all open meeting requirements as outlined within state and local laws.
- 9-10. Retain records relating to the HVA~~SC~~ pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HBAC related records.

5. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND SUBSCRIBERS.

a) Subscriber.

Upon receipt of a written request by a jurisdiction or other entities to receive a portion of, or all of service provided by the ~~HVACHVAS~~ for a contracted fee, the Operating Jurisdiction may enter into a separate service agreement as long as the fees collected are equal to or exceed the total costs of providing those services.

b) Process for adding New Participating Jurisdictions.

Upon receive of a written request by a jurisdiction to join as a Participating Jurisdiction in the HVACHVAS, the Committee may, upon strong majority (75% approval of all voting positions), admit the applicate as a Participating Jurisdiction subject to the applicant agreeing to pay all applicable service fees as determined appropriate by the Operating Jurisdiction and approved by the Management Committee.

6. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a service contractor to provide a portion of or all animal control services outlined within this Agreement.

7. ANIMAL CONTROL BASIS SERVICES.

- a) The HVACHVAS shall provide the following base level of service for each of the Participating Jurisdictions:
- i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinance of Participating Jurisdictions.
 - iii. Cooperation with police departmentslaw-enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.
 - vii. Apprehension of stray animals.
 - viii. Impounding and boarding of apprehended animals.
 - ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction. of unclaimed animals.
 - x. Disposal of animal rRemains.
 - xi. Owner notification of found animals and identity-code retrieval.
- b) ~~Unless authorized by the Management TheCommittee, the HVACHVAS shall provide the following-only provide a~~ base level of services ~~for~~to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger. -Non-Participating Jurisdictions will not receive from HVAS any pro-active services such as street sweeps or discounted wellness services (if offered). each of the Non-Participating Jurisdictions:
- i. ~~XXXX~~
- ii.b) ~~XXXX~~
- e) ~~Upon majority approval (50%) from the Management Committee, the scope of the base level of services (as enumerated above) may be adjusted as long as the new adjustments do not decrease the level of services provided or create additional services fees to Participating Jurisdictions.~~

c) ~~U~~

d) Unanimous approval from the Management Committee is required if a proposed changes to the base level of services will result in a decrease in services provided and/or require the creation of additional service fees beyond what was originally authorized within the budget.

e) Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this agreement.

8. HVACHVAS BUDGET DEVELOPMENT PROCESS.

a) The Operating Budget for HVACHVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.

b) At the start of each calendar year, the Operating Jurisdiction will present to the Management Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:

i. When the Proposed Budget for the following year will be made available to Management Committee Members for initial review and input.

ii. When the Proposed Budget for the following year will be discussed during a committee meeting.

iii. When the Proposed budget for the following year will be voted upon and potentially approved by the Management Committee.

c) In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Committee Members adequate time to review the Proposed Budget and to collect consensus among their Participating Organization before any potential vote. And adequate time for Participating Organizations to budget for any approved increase in service fees.

b) Three (3) months prior to the adoption of the Operating Jurisdiction's Operating Budget, the Operating Jurisdiction shall electronically submit to the members of the Management Committee a Proposed Annual Budget for the HVAC. The Proposed Budget shall contain a breakdown of the following year's anticipated expenses by line item and a description explaining all proposed changes from the current year's approved budget.

c) The Management Committee Chair shall schedule a Committee meeting to discuss the HVAC's Proposed Budget no earlier than 15 days and no later than 45 days from the date of he/she sent the proposed budget.

i. The 15 days are intended to give Management Committee Members time to review the budget and to collect consensus among their Participating Jurisdiction).

ii. The 45 days are intended to give all Participating Jurisdiction adequate time to budget for any approved increase in service fees.

d) In accordance to the Approved Budget Scheule, tThe Proposed Budget will be discussed by the Management Committee in greater detail and then considered

Commented [JL1]: Do the Dates work for everyone and give everyone enough time to budget?

approved after receiving a super majority approval (75%) during the scheduled Committee Meeting.

d)j. If a super majority approval cannot be obtained, Emergency Management Committee Meetings will be scheduled to discuss the Proposed Budget in greater detail in order to identify necessary changes that would result in a super majority approval.

e) Upon approval of the HVACHVAS Budget, it then becomes the responsibility of every Committee Member to work with their Participating Jurisdiction and ensure adequate funds are budgeted to pay for any increase in Service Fees.

e)

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

f)a) Participating Jurisdictions understand that authorized budgetary decisions recommended by the Operating Jurisdiction and approved by the Management Committee (in accordance to this Agreement) are final and that each Participating Jurisdiction will pay their approved service fee regardless even if that Participating Jurisdiction:

- i. ~~Does~~Did not have a voting Committee Member on the Management Committee, or
- ii. Did not vote in favor ~~to approve~~of approving the budget and proposed service fees.

9.10. CALCULATING THE ANNUAL SERVICE FEES.

a) Services Fees outlined within the Annual Budget process and charged to Participating Jurisdictions will be determined by following the steps outlined below:

- i. First take the Total Proposed Expenditure Budget for the HVACHVAS and subtract all animal control revenues anticipated in the upcoming fiscal year.

For the purpose of calculated individual service fees, this will give you the "Total Service Fee Charge."

1. This should include all fees collected in connected with services provide to subscribers, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees, or any other revenue received in connection with the day-to-day operations of the HVACHVAS as outlined within this contract.

1-2. This could include the use of any existing fund balance if authorized by the Management Committee.

2-3. This does not include revenue collected by every jurisdiction in connection with the issuance of animal related citations.

- ii. Secondly, utilizing the table provided below, multiply the "Total Service Fee Charge" to the "% of Population" rate for each Participating Jurisdiction.

1. This will calculate the annual service fee amount to be charged to each Participating Jurisdiction for the following year and the amount each Participating Jurisdiction will be responsible for paying in the following year.

Commented [JL2]: Are there other revenue sources we need to list in the Agreement? Do we require that we include any anticipated EOY Fund Balance to the calculation?

2. The table below will be utilized for the first five-years of this contract and updated by the Operational Jurisdiction every five years based upon the most up-to-date data provided by the US Census Bureau.

Participating Jurisdiction	Population (2020)	% of Population
Wasatch County <i>(Unincorporated)</i>		
Heber City		
Midway City		
Hideout		
Interlaken		
TOTAL		

- b) All proposed capital projects in connection with the **HVACHVAS** will be managed by the Operating Jurisdiction. All associated expenses associated with capital projects are to be included in the annual budget approval process and therefore included when calculating the annual service fee rates.

11. COLLECTION AND MANAGEMENT OF HVAS FUNDS

- a) It is the responsibility of the Operating Jurisdiction to invoice and collect service fees as outlined within the approved annual budget on a quarterly basis.
 - b) It is the responsibility of all Participating Jurisdictions to ensure payments are made to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction.
 - c) It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.
 - d) It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Management Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected Year End Fund Balance.
- b) —

10-12. INTEGRATION, MODIFICATION, AND SEVERABILITY.

- a) This agreement may be modified, amended, or terminated only upon written agreement upon unanimous approval of the Management Committee.
- b) In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be given effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

11.13. INSURANCE REQUIREMENTS.

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors. Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such parties might have hereunder.

- a) Minimum Insurance Requirements. The Operating Jurisdiction shall obtain insurance of the types described below:
 - i. TBD
- b) Minimum Amounts of Insurance. The Operating Jurisdictions shall maintain the following insurance limits:
 - i. TBD
- c) Other Insurance Provisions.
 - i. TBD

12.14. INDEMNIFICATION/HOLD HARMLESS.

TBD

Commented [JL3]: I am assuming we would let one of our Attorney's Office to help with this section.

13.15. TBD



Two Budget Requests for FY 2025 – Heber Valley Animal Services Board

***Note that each Budget Request has separate costs. Please add costs together for your participating entity.**

Animal Services Vehicle Replacement Request

Heber Valley Animal Services is requesting to replace a pickup truck that is currently in service. It is proposed for the 2024/25 budget year, this vehicle be placed on a lease system that is currently being used by other city departments.

The maintenance costs for the current Animal Services vehicle over a five (5) year period is: **\$13,524, or \$2,704 per year**. Leasing a vehicle would reduce maintenance costs by not retaining a vehicle for more than three (3) years.

Purchase vs Lease Vehicle:

Purchase: Bids were obtained from Ford, Chevrolet, and Dodge to purchase a full-size pickup. The average bid to purchase this type of vehicle is: **\$58,954**

Vehicle Equipment, Decals, & Installation Costs: **\$9,400** (One time cost)

Total Purchase Price: \$67,354

Lease: The annual lease for a full-size pickup is: **\$16,000** for first year of lease, with the addition of **\$9,400** for equipment, installation & decals.

(The equipment would be a one-time fee, and would be owned. This equipment will be reused with the lease of a subsequent vehicle.)

First Year of Lease: \$25,400

Second Year of Lease: \$16,000

Third Year of Lease: \$16,000

Three Year Total: \$57,400

After the third year of lease, the vehicle would be returned to the lease company and the vehicle sold. Any residual value of the vehicle would be returned to the city, and applied to future lease payments. Future lease payments would then decrease based on this practice.

A leased vehicle would be covered under warranty, and would reduce costs should a mechanical failure occur with the vehicle.

The following is a breakdown of the cost per Animal Services Member should this proposal be approved to lease a vehicle for a three (3) year period:

Three (3) Year Lease Total per Member:

Heber City @ 48.79% = \$28,005.46

Wasatch County/Other @ 30.19% = \$17,329.06

Midway City @ 16.98% = 9,746.52

Hideout @ 3.59% = \$2,060.66

Interlaken .45% = \$258.30

Total: \$57,400

First Year of Lease for 2024/25 Budget per Member:

Heber City: \$12,392.66

Wasatch County/Other: \$7,668.26

Midway City: \$4,312.92

Hideout: \$911.86

Interlaken: \$114.30

Total: \$25,400.00

Animal Services Position Change Request

February 13, 2024

To: Heber Valley Animal Services Board

The Heber Valley Animal Services is requesting to convert a current part-time Shelter Tech position into a full-time position. Below is the current breakdown of what each member of Animal Services currently pays for this position, and what is being requested for the FY 2024/25 Budget:

Current Position:

Part-time Shelter Tech: \$23.49 per hour (19 hours per week), with no benefits = Annual Salary:
\$21,987.00

Cost per entity:

Heber City @ 48.79% = \$10,728.00

Wasatch County/Other @ 30.19% = \$6,638.00

Midway City @ 16.98% = \$3,734.00

Hideout @ 3.59% = \$790.00

Interlaken @ .45% = \$99.00

Approved Full-time Position for 2024/25 Budget (Position would include benefits, retirement, etc.):

Full-time Shelter Tech: \$23.49 per hour (40 hours per week), including retirement, benefits, etc.
(Numbers estimated by Heber City HR): **\$48,860.00, plus benefits = \$100,000.00**

Updated Cost Per Member:

Heber City @ 48.79% = \$48,790.00

Wasatch County/Other @ 30.19% = \$30,190.00

Midway City @ 16.98% = \$16,980.00

Hideout @ 3.59% = \$3,590.00

Interlaken @ .45% = \$450.00



HEBER VALLEY ANIMAL SERVICES BOARD

- GOALS, PRIORITIES AND TIMELINE FOR A NEW PROPOSED MOU
- PROPOSALS FOR NEXT FY 2025 BUDGET UNDER EXISTING MOU

FEB 2024

Proposal for a NEW MOU for Heber Valley Animal Services

- ▶ Discussed at County Interlocal Meeting, August 2023. Received positive feedback and general agreement to go forward with new MOU proposal for better planning/funding of needed facilities, general and individual services, etc.
- ▶ See **attached 'Animal Services New MOU Draft'** between Wasatch County, Heber City, Midway City, Hideout, & Interlaken.
- ▶ New MOU continues existing services and allows specific services for each political entities' codes. It continues the population breakdown for each entities' budget costs.

GOALS for New Animal Services MOU:

- ▶ Provide better collaboration and Board structure between County and Cities.
- ▶ Provide needed planning and budget for future growth and expansion of existing facilities.
- ▶ Allows better planning for current & future Staff.

Priorities of the New MOU:

- ▶ Set a clear, accountable budget to meet new MOU Goals and countywide needs.
- ▶ Continue and improve Services for all in County based on general needs, as well as servicing specific entity codes.
- ▶ Provide for future needed facility expansion with County wide impact fee.

Timeline for Proposed NEW MOU

- ▶ The current Heber Valley Animal Services Board is asking each political entity to consider the draft new MOU in March/April 2024.
- ▶ Please provide feedback to current Animal Services Board by April 30, 2024. Send to Justin Hatch, Animal Services Supervisor at: jhatch@heberu.gov
- ▶ If each entity agrees to new MOU, the new MOU is proposing to start on July 1, 2025.

Budget Proposal for Next FY under Existing Animal Services MOU/Board

- ▶ Each political entity should also consider and adopt attached proposed FY 2025 budget under the existing Animal Services MOU for your forthcoming entity's Budget year.
- ▶ Heber Valley Animal Services is asking for a new truck lease to replace old equipment.
- ▶ Heber Valley Animal Services is also asking for a part-time employee position to be changed to a Full-time position because of upcoming retirements and growth needs.
- ▶ See attached 'Budget Proposal FY 2024-25 – Heber Valley Animal Services' for proportional budget breakdown for each entity.
- ▶ Send any questions/concerns to Justin Hatch, Animal Services Supervisor at: jhatch@heberu.gov

POLICY DISCUSSION REGARDING ANIMAL CONTROL SERVICES

PRESENTED BY: HEBER LEFGREN, ASSISTANT
COUNTY MANAGER

JULY 12, 2022

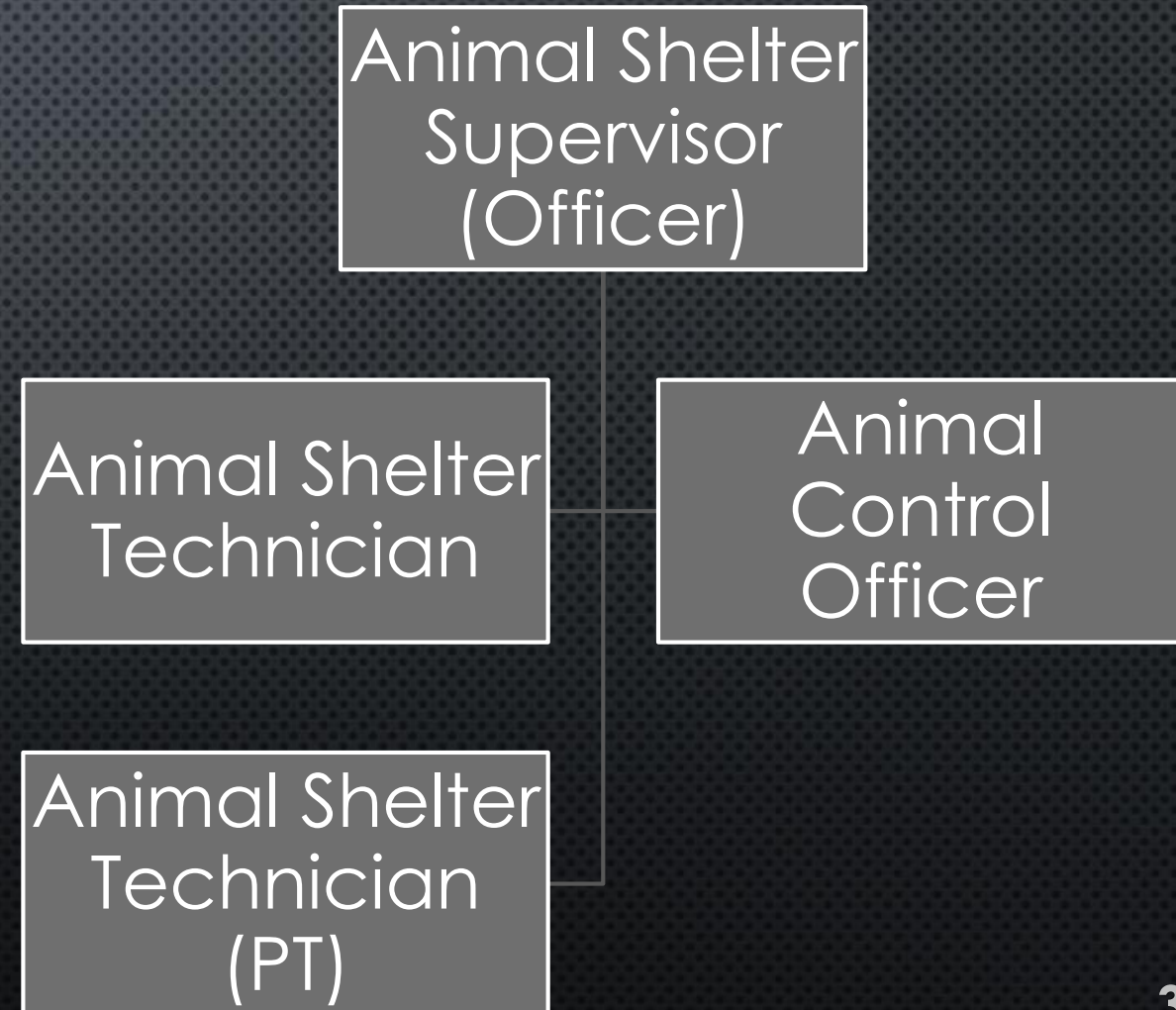
BACKGROUND

- HEBER VALLEY ANIMAL CONTROL (HVAC) IS RESPONSIBLE FOR RESPONDING TO ALL ANIMAL RELATED SERVICES REQUESTS FOR ALL OF WASATCH COUNTY
 - DISPATCH SERVICES PROVIDED BY WASATCH COUNTY
- PROVIDES SHELTERING AND ADOPTION SERVICES FOR IMPOUNDED PETS
- RESPONSIBLE FOR THE ENFORCEMENT OF ANIMAL RELATED LAWS
- OVERSEES LOCAL LICENSING PROGRAM FOR OWNED PETS



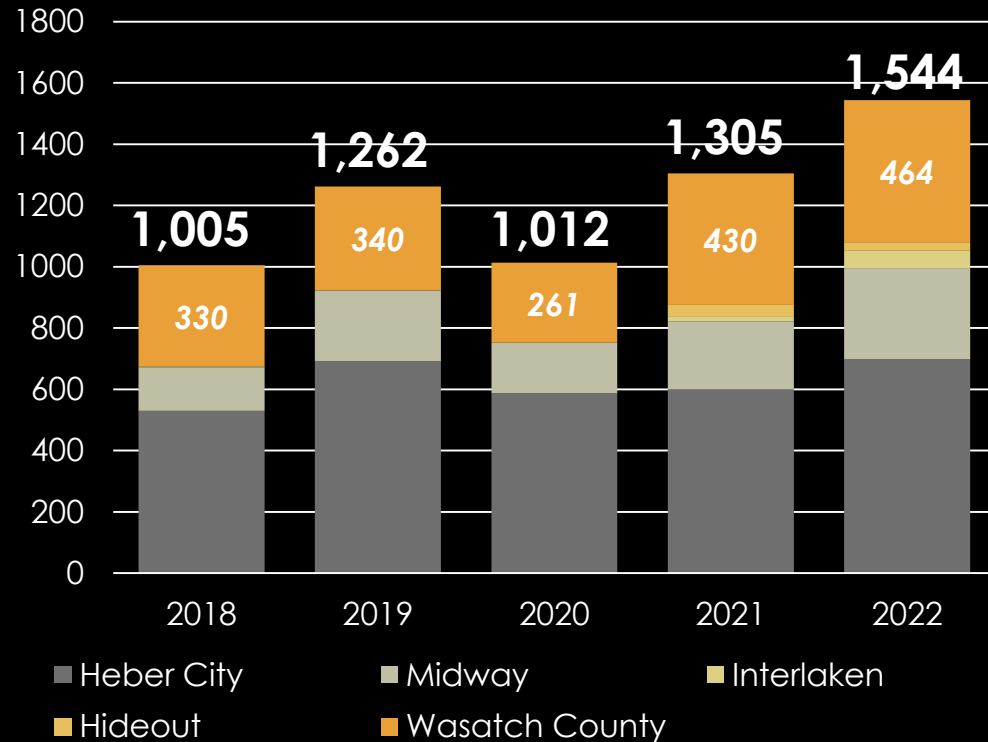
BACKGROUND (CONT.)

- MANAGED AS A DIVISION WITHIN HEBER CITY POLICE DEPARTMENT
- MADE UP OF 3 FULL-TIME AND 1 PART-TIME CITY EMPLOYEES
 - ANTICIPATE NEED TO ADD 1 ADDITIONAL POSITION IN FUTURE
- HAS AN ANIMAL CONTROL BOARD MADE UP OF MEMBERS REPRESENTING PARTICIPATING COMMUNITY

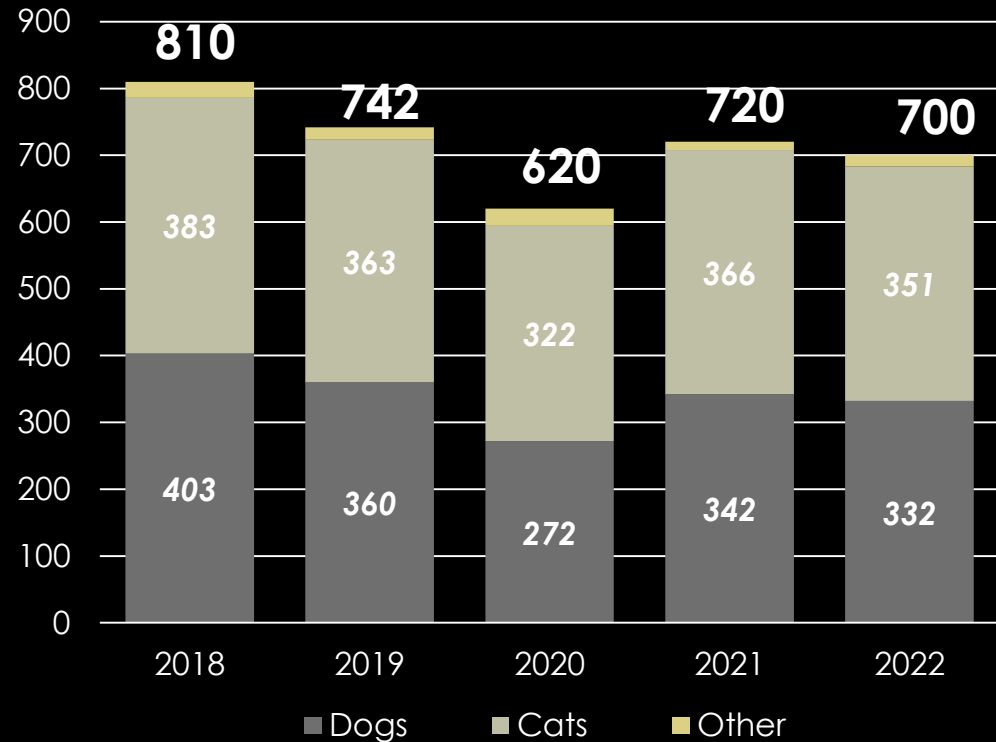


HVAC 5 YEAR PERFORMANCE RECORD

Call-For-Service Volume



Animal Intake

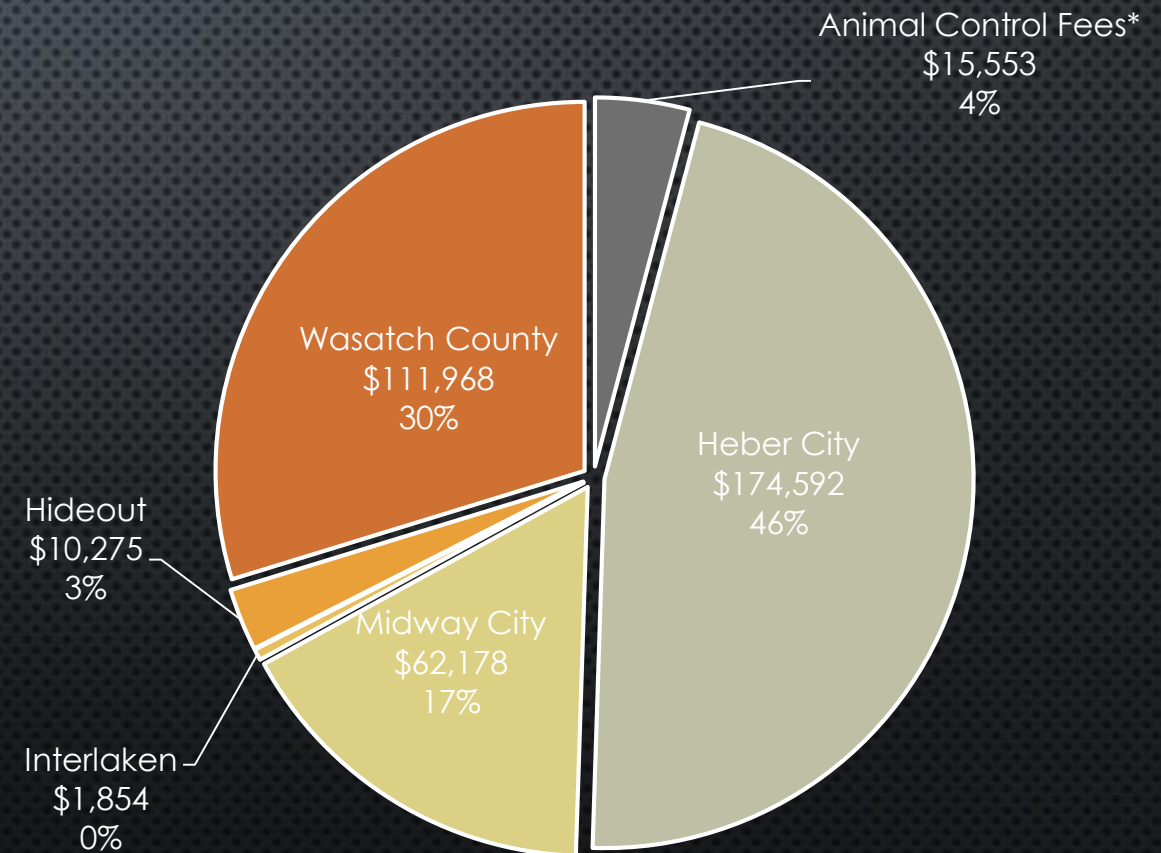


Take Away: Service Requests have increased by +53% over 5 years while Intake has slightly decreased over same period of time

HVAC OPERATING BUDGET

2023 Operating Budget: \$376,420

- BUDGET REMAINS RELATIVELY STABLE WITH ONLY MODEST ANNUAL INCREASES
 - LESS THAN \$28,000 INCREASE IN PAST 5 YEARS
- BUDGET IS OFFSET BY
 - COLLECTION OF PRIOR YEAR ANIMAL CONTROL FEES
 - SERVICE FEES CHARGED TO PARTICIPATING AGENCIES
- DISTRIBUTION OF SERVICE FEES ARE BASED UPON THE PERCENT OF TOTAL POPULATION WITHIN EACH AGENCY



*Fees include: Adoption, Impoundment, Licensing, Relinquish, and Livestock

HEBER VALLEY ANIMAL CONTROL FACILITY

- SHELTERING FACILITY LOCATED ON AIRPORT ROAD (NEXT TO SOLID WASTE SERVICE STATION)
 - 3,040 SQ. FT. FACILITY
 - 14 INDOOR KENNELS (WITH DIVIDER)
 - 58 CAT KENNELS
 - 1 INTERACTIVE CAT PLAY ROOM
 - 11 OUTSIDE DOG KENNELS
 - 3 LARGE PLAY AREAS FOR DOGS
 - TEMPORARY HOUSING FOR IMPOUNDED LIVESTOCK



GENERAL ASSESSMENT OF FACILITY/SERVICES

- ANIMAL CONTROL BOARD HAS BEEN MEETING TO DISCUSS THE FUTURE OF ANIMAL CONTROL
 - PARTICIPATING AGENCIES ARE GRATEFUL FOR AND APPRECIATE THE SERVICES CURRENTLY PROVIDED TO COMMUNITY BY HVAC
 - FACILITY HAS BEEN MAINTAINED WELL AND HAS SEEN POSITIVE “HOME GROWN” IMPROVEMENTS TO MEET THE CURRENT DEMAND FOR SERVICES
 - CONVERSION OF OFFICE SPACE INTO CAT INTERACTIVE ROOM
 - CONVERSION OF CREMATORIUM INTO STORAGE SPACE
 - BUILDING OF OUTDOOR DOG KENNELS AND PLAY AREAS
 - BUILDING OF OUTSIDE STORAGE SHEDS
 - ESTABLISHING MANY SIGNIFICANT OUTSIDE PARTNERSHIPS THAT HAVE REDUCED COSTS TO COMMUNITY



GENERAL ASSESSMENT OF FACILITY/SERVICES (CONT.)

- AS COMMUNITY GROWS, THERE IS GENERAL CONCERN THAT THE NEEDS OF THE COMMUNITY WILL OUTPACE THE AVAILABLE/PLANNED RESOURCES OF HVAC
 - LEVEL OF SERVICES PREVIOUSLY PROVIDED MAY NOT MEET THE PERCEIVED NEEDS OF THE GROWING POPULATION
 - NUMBER OF ANIMAL RELATED SERVICE REQUESTS ARE INCREASING (53% INCREASE IN 4 YEARS)
 - PET OWNERSHIP HAS INCREASED SIGNIFICANTLY (FROM 56% IN 1988 TO 66% IN 2023)
 - NUMBER OF PETS PER HOUSEHOLD IS ALSO INCREASING (5% INCREASE IN 4 YEARS)
 - THE PERCEIVED RELATIONSHIP BETWEEN PETS AND FAMILIES IS ALSO CHANGING
 - 97% OF PET OWNERS CONSIDER PETS AS PART OF THEIR FAMILY
 - 51% OF PET OWNERS SAY PETS ARE AS MUCH A PART OF THEIR FAMILY AS A HUMAN MEMBER
 - FACILITY IS OUTDATED AND UNABLE TO PROVIDE SPACE FOR KEY SERVICES
 - CAN NOT SEPARATE SICK AND/OR QUARANTINED PETS AWAY FROM GENERAL POPULATION.
 - NO SPACE TO PROVIDE BASIC MEDICAL SERVICES (EVEN TEMPORARILY)
 - PRIOR "HOME GROWN" SOLUTIONS MAKE PROPER CLEANING PROTOCOLS MORE DIFFICULT TO MANAGE
 - FACILITY IS NOT DESIGNED TO BE "ADOPTION" FRIENDLY

Most pet owners see their pets as part of their family, and many say they're on the same level as humans

% of U.S. pet owners saying they consider any of their pets to be a part of their family

	Yes, as much as a human member	Yes, but NOT as much as a human member
All pet owners	51	46
Men	43	52
Women	57	41
Lower income	64	33
Middle income	46	50
Upper income	43	55
Urban	61	37
Suburban	47	50
Rural	50	46

Note: Shares of respondents who say they do not consider their pets to be part of their family or who didn't offer an answer not shown.

Family income tiers are based on adjusted 2021 earnings.

Source: Survey of U.S. adults conducted April 10-16, 2023.

PEW RESEARCH CENTER

2 POLICY QUESTIONS

AS ANIMAL BOARD DISCUSSES THE FUTURE OF HVAC, 2 POLICY QUESTIONS NEED TO BE DISCUSSED BY POLICY MAKERS:

1. *WHAT APPETITE IS THERE TOWARDS FUNDING NECESSARY LONG-TERM IMPROVEMENTS TO HVAC*
2. *WHICH AGENCY IS BEST SUITED TO MANAGE ANIMAL CONTROL SERVICES FOR WASATCH COUNTY IN FUTURE?*



POLICY QUESTION 1:

*WHAT APPETITE IS THERE TOWARDS
FUNDING NECESSARY LONG-TERM
IMPROVEMENTS TO HVAC*

- FACILITY UPGRADES: REBUILD, UPGRADE, OR RELOCATE
- INCREASE IN QUANTITY OF SERVICES
- INCREASE IN QUALITY OF SERVICES
- UNIFORM LEVEL OF SERVICES TO ALL AGENCIES?



POLICY QUESTION 2: *HOW SHOULD HVAC BE MANAGE IN THE FUTURE?*

OPTION 1:

FIELD AND SHELTERING
SERVICES CONTINUE TO BE
MANAGED BY HEBER CITY
THROUGH IMPROVED
MOU WITH PARTICIPATING
AGENCIES

OPTION 2:

MANAGEMENT OF FIELD
AND SHELTERING SERVICES
TRANSFERRED TO COUNTY
WITH NEW MOU WITH
PARTICIPATING AGENCIES

OPTION 3A:

MANAGEMENT OF FIELD
AND SHELTERING SERVICES
TRANSFERRED TO A NEWLY
SSD (WITH TAXING
AUTHORITY TO FUND
SERVICES)

OPTION 3B:

MANAGEMENT OF
SHELTERING SERVICES
TRANSFERRED TO A NEWLY
SSD WHILE FIELD SERVICES
PROVIDED INDEPENDENTLY
BY EACH AGENCY

OPTION 1: FIELD AND SHELTERING SERVICES CONTINUE TO BE MANAGED BY HEBER CITY THROUGH IMPROVED MOU WITH PARTICIPATING AGENCIES

THINGS TO CONSIDER:

- WOULD REQUIRE NO TRANSITION PLAN AS STRUCTURE REMAINS THE SAME, BUT RECOMMEND A MORE DETAILED MOU OUTLINING SERVICES BEING PROVIDED
- AGENCIES OUTSIDE OF HEBER CITY WILL HAVE LIMITED INFLUENCE OVER DAY-TO-DAY OPERATIONS OR THE PLANNING OF FUTURE NEEDS
- DIFFICULT TO ALIGN UNIQUE NEEDS/PRIORITIES OF INDIVIDUAL AGENCY INTO SERVICES PROVIDED
- DISPATCH SERVICES ARE MANAGED BY SEPARATE AGENCY



OPTION 2: MANAGEMENT OF FIELD AND SHELTERING SERVICES TRANSFERRED TO COUNTY WITH NEW MOU WITH PARTICIPATING AGENCIES

THINGS TO CONSIDER

- WILL REQUIRE A TRANSITION PLAN FOR STAFF AND OPERATIONS
- ALIGNS MANAGEMENT OF SERVICES WITH AGENCY THAT PROVIDES DISPATCH SERVICES & WITH THE PERCEIVED AGENCY OF RESPONSIBILITY
- AGENCIES OUTSIDE OF WASATCH COUNTY WILL HAVE LIMITED INFLUENCE OVER DAY-TO-DAY OPERATIONS OR THE PLANNING OF FUTURE NEEDS
- MAY BE HARDER TO JUSTIFY CURRENT FUNDING STRUCTURE (CHARGING FEES TO AGENCIES MAY BE SEEN AS A DOUBLE TAX)
- DIFFICULT TO ALIGN UNIQUE NEEDS/PRIORITIES OF INDIVIDUAL AGENCY INTO SERVICES PROVIDED
- TRANSFER OF INDIRECT SUPPORT SERVICES FROM COUNTY TO CITY WILL BE DIFFICULT AND MAY REQUIRE ADDITIONAL RESOURCES FROM THE COUNTY (REDUCTION OF RESOURCES FROM CITY).



OPTION 3A: MANAGEMENT OF FIELD AND SHELTERING SERVICES TRANSFERRED TO A NEWLY SSD (WITH TAXING AUTHORITY TO FUND SERVICES)

THINGS TO CONSIDER:

- WILL REQUIRE APPROVAL BY LOCAL VOTERS
- WILL REQUIRE A TRANSITION PLAN FOR STAFF AND OPERATIONS
- MAY PROVIDE ALTERNATIVE FUNDING SOLUTIONS
- ALL AGENCIES WILL HAVE LIMITED INFLUENCE OVER DAY-TO-DAY OPERATIONS OR THE PLANNING OF FUTURE NEEDS
- BECOMES MORE DIFFICULT TO PROVIDE FOR UNIQUE NEEDS/PRIORITIES OF INDIVIDUAL AGENCY
- MAKES IT MORE DIFFICULT TO TAKE ADVANTAGE OF INDIRECT RESOURCES PREVIOUSLY PROVIDED BY GOVERNING AGENCY
- MAY REDUCE LEVEL OF OVERSIGHT FROM LOCAL ELECTED OFFICES



OPTION 3B: MANAGEMENT OF SHELTERING SERVICES TRANSFERRED TO A NEWLY SSD WHILE FIELD SERVICES PROVIDED INDEPENDENTLY BY EACH AGENCY

THINGS TO CONSIDER:

- SIMILAR TO OPTION 3A EXCEPT:
 - ALLOWS FOR CUSTOMIZED FIELD SERVICES BASED ON UNIQUE NEEDS OF EACH AGENCY
 - REQUIRES ADDITIONAL TRANSITION OF FIELD SERVICES TO ALL AGENCIES (ALONG WITH ASSOCIATED COSTS)
 - LIKELY TO BE THE MORE EXPENSIVE OPTION PRESENTED DUE TO DUPLICATION OF SERVICES BETWEEN AGENCIES.



QUESTIONS/ANSWER/DISCUSSION





Heber City Council Staff Report

MEETING DATE: 3/5/2024
SUBJECT: City Branding Update
RESPONSIBLE: Ryan Bunnell
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Downtown HC-CouncilPresentation 03052024 RBunnell

HEART OF THE WASATCH BACK



Downtown Heber

Park | Bandshell | Pedestrian Corridor

March 5, 2024

A Natural Theme

Heber City's Railroad History



The Depot | railroad pickup/drop off at the south end of park



The Platform | new bandshell at the north end of park



The Railyard | proposed pedestrian corridor 200 S



Rendezvous Square | the park











Discussion



Heber City Right of Way Contract

Fee Simple Acquisition - Strip

Project: Heber City Mill Road Roundabout

Parcel No(s): Parcel 2

Pin No: NA

Job/Proj No: HC-MillRndabt

Project Location: 900 North Mill Road, Heber City, UT

County of Property: WASATCH

Tax ID / Sidwell No: 00-0016-5345

Property Address: 925 North Mill Road, Heber City, UT 84032

Owner's Address: 925 North Mill Road, Heber City, UT 84032

Owner's Home Phone: (801) 358-5371

Owner's Work Phone:

Owner / Grantor(s): EVANS, MARK L. AND LEE ANN

Grantee: Heber City

IN CONSIDERATION of the foregoing and other considerations herein set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell to Heber City by Warranty Deed a parcel(s) of land known as parcel number(s) Parcel A and convey and sell to Heber City a temporary construction easement (together the "Property") for transportation purposes. This contract is to be returned to: Jason M. Allen (Consultant/Realtor), Right of Way Agent c/o Heber City, 75 North Main Street, Heber City, UT 84032.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials.
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a roadway, roundabout, signs and traffic control devices, placement of utilities, clear zones, maintenance areas, sidewalks and trails, driveways and drive approaches, slope protections, drainage appurtenances, fencing, landscaping, transit, and other related transportation uses.
7. THIS ITEM INTENTIONALLY LEFT BLANK.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the transportation project.

Additional Terms:

10. City agrees to allow Grantor a single private 20-foot wide access from the new 900 North road to access parcels 00-0008-0353 and 00-0017-2531. City agrees the access can be used as a shared driveway for the number of homes allowed per zoning requirements on the future development of parcels 00-0008-0353 and 00-0017-2531.
11. City will provide a 20-foot access with curb cut off 900 North into the parcels owned by the Grantor to the west, at a location to be determined by the Grantor, and compacted road base, at a slope of 2-4% and a maximum slope of 8%.
12. Any improvements on the property that are disturbed or damaged during construction, including, but not limited to sprinklers, landscaping, mailbox, driveway slabs, etc. will be repaired or replaced by the City at no cost to the Grantor.
13. City agrees to complete the landscaping improvements as shown on the attached landscaping plan (Exhibit A) as part of the construction project, and the City will not grant substantial completion to the contractor until the landscaping is completed. Landscaping shall be completed within the same construction season as the project.
14. Upon granting substantial completion on the project, the City will warranty the landscaping improvements on the property for a period of two years.
15. If, prior to May 1, 2025, Grantor installs fill material on Parcel Tax ID Numbers 00-0016-5345, 00-0008-0353, and 00-0017-2531, to raise the grade of the parcel, City will fill the right-of-way area between the curb and Grantor's property line at a maximum 3H:1V slope to match the elevation that has been filled in by the Grantor on Grantor's property. If Grantor installs the fill material by August 31, 2024, City agrees to complete the fill within the right-of-way in calendar year 2024.
16. City agrees to landscape the City's right-of-way area between the curb and Grantor's property line.



Heber City Right of Way Contract

Fee Simple Acquisition - Strip

Project: Heber City Mill Road Roundabout		Parcel No(s): Parcel 2
Pin No: NA	Job/Proj No: HC-MillRndabt	Project Location: 900 North Mill Road, Heber City, UT
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Property Address: 925 North Mill Road, Heber City, UT 84032		
Owner's Address: 925 North Mill Road, Heber City, UT 84032		
Owner's Home Phone: (801) 358-5371	Owner's Work Phone:	
Owner / Grantor(s): EVANS, MARK L. AND LEE ANN		
Grantee: Heber City		

Additional Terms (continued):

17. If prior to March 31, 2024, Grantor requests that Heber City install a utility stub out for a sewer line in the future roundabout right-of-way being constructed by City, City shall include those utility stub out in the construction project for the roundabout. Grantor shall be responsible for submitting to the City an engineered plan for said utility stub out, prior to March 31, 2024, and Grantor shall be responsible for all costs and expenses associated with the utility stub out. In lieu of providing engineered plans, Grantor may request that the City provide the design of utility stub out at Grantor's expense. This request must be made to the City in writing on or before March 17, 2024. Grantor shall approve the cost of said design prior to any work performed by the City or their designee.

18. For the duration of the project, City agrees to provide regular updates to Grantor on the status and progress of the project so that Grantor can effectively plan around construction impacts to Grantor's property. Updates shall be provided monthly, at a minimum.

Total Selling Price: \$140,000.00

Grantor's Initials

Grantor understands this agreement is an option until approved by the Mayor

MLE

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

MLE

Percent

100%

Mark L. Evans

EVANS, MARK L. AND LEE ANN

Date

2/29/2024

Right of Way Agents

Jason M. Allen (Consultant/Realtor) / Acquisition Agent

Russell Funk / Heber City Engineer

Approved by Mayor